

**Closing Binder**

**Real Property Exchange**

**by and between**

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

**and**

**Catellus Development Corporation,  
a Delaware corporation**

**Closed  
June 30, 1992**

**Recorded  
July 7, 1992**

**Volume II**

CONFIDENTIAL - SECURITY INFORMATION

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

DATE 10-20-01 BY SP-8 BTJ/STW

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CONFIDENTIAL - SECURITY INFORMATION

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

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

**I. Exchange Documents.**

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

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

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

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

**Volume II**

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

**III. Escrow, Title and Survey Documents.**

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

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

#### IV. Bank of America Release of Lien.

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

#### V. Construction Documents.

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

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

#### **VI. Additional Documents.**

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

CHICAGO TITLE INS. CO. (CECO)

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

PIRCHER, NICHOLS & MEEKS  
Suite 2600  
1999 Avenue of the Stars  
Los Angeles, California 90067  
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LOS ANGELES COUNTY REGISTRAR - RECORDER/COUNTY CLERK

**TUNNEL ACCESS EASEMENT AGREEMENT**

by and between

**CATELLUS DEVELOPMENT CORPORATION,**  
a Delaware corporation

and

**THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT,**  
a California public corporation

9201512-64



TUNNEL ACCESS EASEMENT AGREEMENT

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**EXHIBIT LIST**

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Exhibit "C-1"	Description of Alameda Street Pedestrian Access Easement
Exhibit "C-2"	Description of Tunnel Easement

**TUNNEL ACCESS EASEMENT AGREEMENT**

THIS TUNNEL ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 30th day of June, 1992 (the "Effective Date"), by and between CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("Catellus"), and THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a California public corporation ("RTD"), with reference to the following facts:

- A. RTD is the fee owner of certain real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in Exhibit "A-1" and designated on Exhibit "B" as "Parcel 1" ("Parcel 1").
- B. Catellus is the fee owner of certain real property located in said City, County and State, more particularly described in Exhibit "A-2" and designated on Exhibit "B" as "Parcel 2" ("Parcel 2").
- C. Catellus is the fee owner of the "West Property". (Please refer to Article I for certain definitions.)
- D. Catellus is the fee owner of the "Union Station Project".
- E. RTD and Catellus have entered into that certain agreement captioned "DEVELOPMENT AGREEMENT" dated as of October 30, 1991, relating to the "Gateway Site", a memorandum of which is being recorded concurrently herewith, in the Official Records of Los Angeles County, California (as the same may be amended, from time to time, the "Development Agreement").
- F. Pursuant to the "Metro Rail License and Easement Agreement", RTD, as "Licensee" thereunder, is to be granted the "Alameda Street Pedestrian Access Easement" and the "Vignes Street Pedestrian Access Easement".
- G. Pursuant to the Development Agreement, the "Parties" are to be granted the "Tunnel Easement" and the "Pedestrian Access Easements".
- H. As of the Effective Date, RTD is the "Public Transit Authority".
- I. Subject to the terms and conditions of this Agreement, Catellus desires to grant to all other Parties: (i) the Alameda Street Pedestrian Access Easement; (ii) the Vignes Street Pedestrian Access Easement (to the extent that the area over which such easement runs is located upon Parcel 2 and portions of the West Property); and (iii) the Tunnel Easement.
- J. Subject to the terms and conditions of this Agreement, RTD desires to grant to all other Parties the Vignes Street Pedestrian Access Easement (to the extent that the area over which such easement runs is located upon Parcel 1).
- K. Subject to the terms and conditions of this Agreement, RTD, in its capacity as the Public Transit Authority only, desires to accept responsibility for portions of the costs associated with operating and maintaining the "Tunnel" and the "Interior Alameda Street Pedestrian Access Easement Area".

NOW, THEREFORE, with reference to the foregoing facts, in consideration of the premises, covenants and agreements set forth in this Agreement and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, RTD and Catellus hereby agree that all provisions of this Agreement shall be enforceable equitable servitudes upon the "Burdened Interests", shall run with and burden the same, and shall be binding upon and, as applicable, inure to the benefit of all of the Benefited Interests and each person having or acquiring any right, title or interest therein, and upon and to the benefit of their respective successors and assigns.

RTD and Catellus hereby agree as follows:

ARTICLE I  
CERTAIN DEFINITIONS

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

1.01. Accounting Period. The term "Accounting Period" shall mean each calendar year during the term of this Agreement, except that the first Accounting Period shall commence on the revenue operation date of the "Metro Rail" and shall end on the following December 31, and the last Accounting Period shall end on the date this Agreement expires or is sooner terminated.

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

1.03. Alameda Street Pedestrian Access Easement. The Term "Alameda Street Pedestrian Access Easement" shall mean a nonexclusive surface easement for pedestrian (including handicap) access, ingress and egress over those certain areas from Alameda Street to the west entrance of the Tunnel and to the "West Portal" within a walking distance of not more than 500 feet measured from the centerline of the east side of the Alameda Street sidewalk midway between Aliso and Macy Streets to the threshold of the west entrance of the Tunnel and the West Portal, designated on Exhibit "B" as the "Alameda Street Pedestrian Access Easement", the location, height and width of which easement is described on Exhibit "C-1". The Alameda Street Pedestrian Access Easement shall be subject to relocation so as to run over a course designated by the operator of the "Union Station Terminal Building", in such operator's sole and absolute discretion, provided that, following such relocation, the walking distance shall not be more than 700 feet measured from the centerline of the east side of the Alameda Street sidewalk midway between Aliso and Macy Streets to the threshold of the west entrance of the Tunnel and the West Portal.

1.04. The term "Alameda Street Pedestrian Access Easement Area" means the "Pedestrian Access Easement Area" over which the Alameda Street Pedestrian Access Easement runs.

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

1.06. Benefited Interest. The term "Benefited Interest" shall mean the dominant "Parcel" or "Public Transit Easement" for whose benefit and appurtenant to which a particular easement or similar right in, on, over, upon or through another Parcel or Public Transit Easement is granted hereby or exists hereunder.

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

1.08. Bonds. The term "Bonds" shall mean all taxable or tax-exempt bonds, Certificates of Participation or similar public finance instruments relating to the financing of Public Transit Improvements or other infrastructure on the Gateway Site.

1.09. Burdened Interest. The term "Burdened Interest" shall mean the servient Parcel or Public Transit Easement in, on, over, upon or through which an easement or similar right in favor of a Benefited Interest is granted hereby or exists hereunder.

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

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

1.12. City. The term "City" shall mean the City of Los Angeles and any departments or representatives of the City of Los Angeles having or exercising jurisdiction over the Union Station Project, the Gateway Site, the West Property or any portion thereof, whether in existence at the date of recordation of this Agreement or thereafter formed or created.

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

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

1.15. Default Rate. The term "Default Rate" shall mean the lesser of: (a) four percentage points in excess of the "Prime Rate"; or (b) the highest rate permitted by law. The interest rate ascertained as the Default Rate under this Agreement shall change as often as, and when, the Prime Rate changes or changes in the law occur, as the case may be.

1.16. Easement Area. The term "Easement Area" shall mean the Pedestrian Access Easement Areas and the space through which the Tunnel runs.

1.17. Easement Area Taxes. The term "Easement Area Taxes" shall mean the product of: (a) any "Taxes" that are assessed against the land within the Union Station Project and the West Property (expressly excluding any Taxes on any buildings or other improvements); and (b) a fraction, the numerator of which shall be equal to the number of square feet within the Tunnel and within the Interior Alameda Street Pedestrian Access Easement, and the denominator of which shall be equal to the number of square feet of land within the Union Station Project and the West Property.

1.18. Easement Operating Expenses. The term "Easement Operating Expenses" shall mean: (a) Easement Area Taxes and the reasonable legal fees and other costs and expenses incurred by Catellus in connection with administrative or judicial proceedings to contest, determine or reduce Easement Area Taxes, to the extent such proceedings are approved by the Public Transit Authority pursuant to and to the extent provided in Section 5.02; (b) all operating, repair, ownership, restoration, construction (excluding initial construction), reconstruction, replacement and maintenance costs, expenses and capital expenditures incurred by Catellus in the performance of its duties with respect to the Tunnel and the Interior Alameda Street Pedestrian Access Easement Area, as set forth in this Agreement, and which are reasonable for a First Class Project, including capital expenditures incurred to satisfy a change in "Legal Requirements" with respect to which Catellus shall have given the Public Transit Authority prior written notice (for example, improvements relating to handicapped access); provided, however, that Easement Operating Expenses shall not include any construction costs or capital expenditures funded by Amtrak, Southern California Regional Rail Authority, the Rail Construction Corporation or any agency providing funds for capital improvements; (c) any management fees payable to Catellus or its designee, as set forth in Section 4.02; (d) insurance premiums relating to the Interior Alameda Street Pedestrian Access Easement Area and Tunnel; (e) in the event of damage or destruction to the Tunnel or the Interior Alameda Street Pedestrian Access Easement Area, the amount of any commercially reasonable deductible with respect to any insurance policy maintained pursuant to this Agreement paid to effect restoration (but only if Catellus shall have satisfied its insurance obligations under Article VI); and (f) amounts to be deposited into reserves for, among other things, reasonably anticipated contingencies and repairs or replacements of the Tunnel and the Interior Alameda Street Pedestrian Access Easement Area. Easement Operating Expenses shall not include any Taxes, costs or expenses incurred with respect to the East Portal, the Vignes Street Pedestrian Access Easement or the portion of the Alameda Street Pedestrian Access Easement not within the Interior Alameda Street Pedestrian Access Easement Area and shall not include those costs and expenses to be borne by any Party pursuant to Section 4.04.

1.19. East Portal. The term "East Portal" shall mean that portion of Parcel 1 upon which the east portal of the Tunnel and the east entrance to that certain Metro Rail station located subjacent to the Gateway Site are presently or are to be constructed, including land and existing improvements located thereon, designated on Exhibit "B" as the "East Portal". The East Portal is part of the Public Transit Improvements and is owned by RTD.

1.20. Emergency. The term "Emergency" shall mean a condition requiring repair, replacement or other action immediately necessary to prevent damage to any portion of the Tunnel or the Pedestrian Access Easement Areas or for the safety of any Person.

1.21. First-Class Project. The term "First-Class Project" shall have the same meaning as in the Public Transit Use Agreement.

1.22. Gateway Site. The term "Gateway Site" shall mean, collectively, Parcel 1 and Parcel 2.

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

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

1.25. Interior Alameda Street Pedestrian Access Easement Area. The term "Interior Alameda Street Pedestrian Access Easement Area" shall mean that portion of the Alameda Street Pedestrian Access Easement Area which is located between the west entrance of the Tunnel and the western entrance to the Union Station Terminal Building.

1.26. Legal Requirements. The term "Legal Requirements" shall mean all applicable (a) laws (including laws which relate to RTD's statutory mandate), ordinances, orders, judgments, rules, regulations, mandatory guidelines and other requirements of Governmental Authorities (except that, as to RTD, only those rules, regulations and requirements promulgated by RTD which relate to RTD's police powers will be Legal Requirements), (b) requirements of public and private utilities providing service to the Easement Areas, to the extent that the same shall impose any duty upon or grant any



right or power to any Owner or Occupant with respect to the Tunnel or the Pedestrian Access Easement Areas or the use or occupancy thereof, including with respect to each of the foregoing laws or regulations that require alterations or improvements to the buildings or improvements on any Parcel, whether foreseen or unforeseen, ordinary or extraordinary.

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

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

1.29. Metro Rail License and Easement Agreement. The term "Metro Rail License and Easement Agreement" shall mean that certain agreement captioned "UNION STATION METRO RAIL CONSTRUCTION RIGHT OF ENTRY LICENSE AND PERMANENT EASEMENT AGREEMENT" dated as of November 3, 1987, by and between Atchison Topeka & Santa Fe Railway Company, Southern Pacific Transportation Company, the Los Angeles Salt Lake Railroad Company and its Lessee, Union Pacific Railroad Company, collectively, as "Licensor" thereunder, and RTD as "Licensee" thereunder, as amended from time to time.

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

1.31. Occupant. The term "Occupant" shall mean any Owner and any Person from time to time entitled to use and occupy any portion of a Parcel or a building or improvement located on any Parcel pursuant to a lease.

1.32. Owner. The term "Owner" shall mean, subject to the following, each Person who owns fee simple title to any Parcel. The term "Owner" shall also mean the vendor or vendors under an executory contract of sale for a Parcel but shall not include any Person having an interest in a Parcel, the improvements thereon or any portion thereof merely as security for the performance of an obligation (including the lessor in a sale-leaseback transaction).

1.33. Parcel. The term "Parcel" shall mean all legal lots, parcels or other subdivisions which are included in the Union Station Project, the Gateway Site or the West Property as of the Effective Date, and any other separate legal lot or parcel in any of the foregoing created after the Effective Date, as shown on a subdivision, tract, or parcel map. The term "Parcel" and the terms "Parcel 1" and "Parcel 2" shall include any property which, after the Effective Date, shall become part of or form a legal lot or parcel in connection with reconfiguration, subdivision or split of any existing Parcel or Parcels or in connection with an addition of real property to existing Parcels as provided in Sections 5.09 and 15.10 of the Public Transit Use Agreement or any superceding provision in a

reciprocal easement and operating agreement or other agreement relating to the Gateway Site and the West Property. Neither the Tunnel nor either of the Pedestrian Access Easement Areas shall constitute Parcels.

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

1.35. Pedestrian Access Easements. The term "Pedestrian Access Easements" shall mean, collectively, the Alameda Street Pedestrian Access Easement and the Vignes Street Pedestrian Access Easement.

1.36. Pedestrian Access Easement Areas. The term "Pedestrian Access Easement Areas" shall mean those areas over which the Alameda Street Pedestrian Access Easement and the Vignes Street Pedestrian Access Easement run.

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

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

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

1.40. Proceeds. The term "Proceeds" shall mean the net amount of insurance proceeds received by any Person on account of damage to or destruction of the Tunnel or the Pedestrian Access Easement Areas, or the net amount of any compensation or award received on account of a Condemnation of the Tunnel or the Pedestrian Access Easement Areas, in either case net of the reasonable costs and expenses incurred by such Person in collecting said amounts.

1.41. PTA Share. The term "PTA Share" shall mean fifteen percent (15%) and shall be applicable to Easement Operating Expenses.

1.42. Public Transit Authority. The term "Public Transit Authority" shall mean the Governmental Authority which is primarily responsible for the operation of the Metro Rail and buses utilizing the Public Transit Improvements. If there is more than one such Governmental Authority, the Public Transit Authority shall be designated in accordance with Section 10.04. The Public Transit Authority initially shall be RTD.

1.43. Public Transit Easements. The term "Public Transit Easements" shall have the meaning set forth in the Public Transit Use Agreement.

1.44. Public Transit Improvements. The term "Public Transit Improvements" shall have the meaning set forth in the Public Transit Use Agreement.

1.45. Public Transit Use Agreement. The term "Public Transit Use Agreement" shall mean that certain agreement of even date herewith by and between Catellus and RTD entitled "Public Transit Use Agreement."

1.46. Taxes. The term "Taxes" shall mean, except as expressly limited below, all taxes, assessments, fees, impositions and charges imposed, levied or assessed upon or with respect to: (a) the ownership, leasing, operation, management, maintenance, repair or occupancy of the land (but not the improvements) within any Parcel; and (b) the land (but not the improvements) within any Parcel or any portion thereof. Taxes shall include, to the extent relating to land, whether now existing or hereafter enacted or imposed, all general real property taxes and general and special assessments (including special assessments for off-site improvements and improvement district assessments), all increased real estate taxes resulting from a change of ownership or new construction, all charges, fees and assessments for or with respect to transit, housing, job training, police, fire or other governmental or quasi-governmental services or purported benefits to or burdens attributable to any Parcel or any of the property described in the preceding sentence, all service payments in lieu of taxes, possessory interest taxes, and any tax, fee or excise on the use or occupancy of land (but not the improvements) that are now or hereafter levied or assessed against the same, any Party or Occupant or any improvements, by any Governmental Authority and shall also include any other tax, fee or other excise, however described, that may now or hereafter be levied or assessed as a substitute for, or as an addition to, as a whole or in part, any other taxes, whether or not now customary or in the contemplation of RTD or Catellus as of the date of this Agreement, whether ordinary or extraordinary, foreseen or unforeseen. Taxes shall not include any franchise, transfer, inheritance or capital stock taxes or any income taxes measured by the net income of any Party or Occupant from all sources, unless, due to a change in the method of taxation, any such taxes are levied or assessed against any Party or Occupant as a substitute for, directly or indirectly, as a whole or in part, any other tax or imposition that would otherwise constitute a Tax.

1.47. Tunnel. The term "Tunnel" shall mean that certain underground pedestrian causeway (including the west entrance of the Tunnel but not including the East Portal), in the location shown on Exhibit "B", connecting the westerly side of the Vignes Street Pedestrian Access Easement on the east to the easterly side of the Interior Alameda Street Pedestrian Access Easement on the west, as such causeway may be renovated or altered from time to time. As of the Effective Date, Catellus owns the Tunnel.

1.48. Tunnel Easement. The term "Tunnel Easement" shall mean a nonexclusive easement for pedestrian (and handicap) access, ingress and egress through the Tunnel, designated on Exhibit "B" as "Tunnel Easement", the location, height and width of which easement is described on Exhibit "C-3".

1.49. Union Station Project. The term "Union Station Project" shall mean certain real property in the City, County of Los Angeles, State of California, more particularly described in Exhibit "A-4" and designated on Exhibit "B" as the Union Station Project, proposed to be developed as an integrated multi-use project, including office, retail, hotel

and public transit uses. The Union Station Project shall not include the West Property, but may be expanded to include property owned by Catellus as of the date hereof located north of Macy Street which shall become subject to a common reciprocal easement and operating agreement with the property within the "Union Station Project" as of the date hereof.

1.50. Union Station Terminal Building. The term "Union Station Terminal Building" shall mean that certain building located on the Union Station Project which, as of the Effective Date, is used as the main terminal for rail services (including baggage handling, ticketing and related rail services) and for retail, museum and hotel uses.

1.51. Vignes Owner. The term "Vignes Owner" shall mean any Owner of any Parcel over which the Vignes Street Pedestrian Access Easement runs.

1.52. Vignes Street Pedestrian Access Easement. The term "Vignes Street Pedestrian Access Easement" shall mean a nonexclusive surface easement for pedestrian (and handicap) access, ingress and egress over those certain areas from the Amirez Street and Vignes Street intersection to and through the East Portal and from the Macy Street and Vignes Street intersection to and through the East Portal, in either case with a walking distance of not more than 750 feet measured from the west side of Vignes Street, designated on Exhibit "B" as the "Vignes Access Easement".

1.53. West Portal. The term "West Portal" shall mean the west portal of the Metro Rail located at the Union Station Terminal Building, as shown and designated as "West Portal" on Exhibit "B". The West Portal improvements are owned by RTD.

1.54. West Property. The term "West Property" shall have the same meaning as in the Public Transit Use Agreement. As of the Effective Date, the West Property is that certain real property located in the City described on Exhibit "A-3" and designated on Exhibit "B" as the "West Property".

## ARTICLE II

### EASEMENTS

2.01. Alameda Street Pedestrian Access Easement. Catellus hereby establishes, for the benefit of each Parcel and the Public Transit Authority, the Alameda Street Pedestrian Access Easement, for use in common with any and all other Persons entitled to use the Pedestrian Access Easement Area over which the Alameda Street Pedestrian Access Easement runs. Each Party may allow its respective Permittees to use the foregoing easement for the purposes and subject to the limitations set forth in this Agreement. Subject to the relocation limitation contained in the definition of the term "Alameda Street Pedestrian Access Easement" set forth in Article I and subject to Section 2.12, Catellus hereby reserves, on behalf of the Owner of the Pedestrian Access Easement Area over which the Alameda Street Pedestrian Access Easement runs, the right to make alterations, improvements and renovations to such Pedestrian Access Easement Area to accommodate transit-related uses or additional development or improvements by Catellus or by the other Owners of Parcels which are a part of the Union Station Project or the West Property, provided that such alterations and improvements shall not materially diminish the benefits of the easement granted in this Section, materially increase Easement Operating Expenses or materially interfere with pedestrian access, ingress and egress through the Alameda Street Pedestrian Access Easement. RTD acknowledges and agrees that the establishment of the

Alameda Street Pedestrian Access Easement by Catellus pursuant to this Agreement fully satisfies the obligations of Catellus (as the successor to the "Licensor" under the Metro Rail License and Easement Agreement) with respect to the establishment of "PAE-1" (as such term is defined in the Metro Rail License and Easement Agreement).

**2.02. Vignes Street Pedestrian Access Easement.**

Catellus and RTD hereby establish, for the benefit of each Parcel and the Public Transit Authority, the Vignes Street Pedestrian Access Easement, for use in common with any and all other Persons entitled to use the Pedestrian Access Easement Area over which the Vignes Street Pedestrian Access Easement runs. Each Party may allow its respective Permittees to use the foregoing easement for the purposes and subject to the limitations set forth in this Agreement. Subject to the relocation limitation contained in the definition of the term "Vignes Street Pedestrian Access Easement" set forth in Article I and subject to Section 2.12, Catellus and RTD hereby reserve, on behalf of the Owners of the Pedestrian Access Easement Areas over which the Vignes Street Pedestrian Access Easement runs, the right to make alterations and improvements to such Pedestrian Access Easement Areas to accommodate transit-related uses or additional development by Catellus, by RTD or by the other Owners of Parcels which are a part of the Gateway Site or the West Property, provided that such alterations and improvements shall not materially diminish the benefits of the easement granted in this Section, materially increase Easement Operating Expenses or materially interfere with pedestrian access, ingress and egress through the Vignes Street Pedestrian Access Easement. RTD acknowledges and agrees that the establishment of the Vignes Street Pedestrian Access Easement by Catellus pursuant to this Agreement fully satisfies the obligations of Catellus (as the successor to the "Licensor" under the Metro Rail License and Easement Agreement) with respect to the establishment of "PAE-2" (as such term is defined in the Metro Rail License and Easement Agreement).

Upon the expansion of Parcel 1 and Parcel 2 resulting from the realignment of the portion of the Vignes Street right-of-way which runs along the east boundary of the Gateway Site, the Vignes owners shall establish, for the benefit of each Parcel and the Public Transit Authority, extensions of both courses of the Vignes Street Pedestrian Access Easement so that such easement will extend to the western boundary of the realigned Vignes Street.

**2.03. Tunnel Easement.**

Catellus hereby establishes, for the benefit of each Parcel and the Public Transit Authority, the Tunnel Easement, for use in common with any and all other Persons now or hereafter entitled to use the Tunnel, including Amtrak (it being understood that Amtrak has certain rights to use the Tunnel pursuant to that certain Lease dated as of January 3, 1991, by and between Catellus and Amtrak). Each Party may allow its respective Permittees to use the foregoing easement for the purposes and subject to the limitations set forth in this Agreement. Catellus hereby reserves, on behalf of the Owner of the Tunnel, the right to make alterations and improvements to the Tunnel to accommodate transit-related uses or additional development by Catellus or by the other Owners of Parcels which are a part of the Union Station Project or the West Property, provided that such alterations and improvements shall not materially interfere with pedestrian access, ingress and egress through the Tunnel.

**2.04. Maintenance Easement.**

Each Party (the "Burdened Party") hereby grants to each other Party (the "Benefited Party") an easement to traverse and access such portions of the Burdened Interests as are reasonably necessary

for the Benefited Party to perform and discharge its maintenance obligations under this Agreement provided that the Benefited Party shall: (a) make adequate provision for the safety and convenience of all Persons using the Burdened Interest, taking all measures reasonably required to protect the Burdened Party and its Permittees and the property and business of each from injury or damage arising out of or caused by such access; (b) subject to Section 2.12, perform any work in as short a time as is reasonably practicable, at a time and in such manner so as not to unreasonably impair or interfere with the use, occupancy or enjoyment of the Burdened Interest by the Burdened Party and its Permittees; (c) perform any work in a manner so as to preserve access, ingress and egress to and from each Parcel and so as not to cause any unreasonable obstruction on any Parcel through the placement or operation of any equipment, construction materials, debris or loose dirt, related to such work; (d) keep the Burdened Interest free and unobstructed by any equipment, construction materials, debris, or loose dirt related to such work; (e) upon completion of such work, replace and restore the Burdened Interest and all improvements thereon and any other portion of the Union Station Project, the Gateway Site or the West Property which may have been damaged by or in conjunction with such work to their condition prior to the performance of such work; (f) Indemnify the Burdened Party from and against all Loss arising from such entry or the performance of any work in connection therewith; and (g) furnish the Burdened Party with at least 24 hours' written notice prior to such access (except in the case of Emergency, in which event such notice, whether written or oral, as is practicable under the circumstances shall be given).

**2.05. Termination of Easements.** The easements granted pursuant to Sections 2.01, 2.02, 2.03 and 2.04 shall continue as long as this Agreement remains in full force and effect, provided that such easements may be earlier terminated in accordance with procedures set forth in the California Civil Code (or other statutory procedures in California relating to the abandonment of easements). RTD, as an Owner and as the Public Transit Authority, hereby agrees to be bound by such procedures. Notwithstanding anything to the contrary in this Agreement, following the earlier of (i) termination of operation of the Metro Rail to and from the Union Station Project and termination of the utilization of the Public Transit Improvements by public transit buses (including buses operated by licensees or franchisees of the Public Transit Authority), or (ii) the termination of the use of the Tunnel Easement by users of the Metro Rail and public transit buses (as determined by Catellus in its reasonable discretion) the Public Transit Authority may, by written notice to the Owners of the Easement Area affected by the Tunnel Easement, permanently abandon and forever waive (on behalf of itself, its Permittees and its successors and assigns) any and all rights to use the Tunnel Easement granted pursuant to Section 2.03. Upon delivery of such notice, the Public Transit Authority shall be relieved of its obligation to pay the PTA Share of Easement Operating Expenses accruing from and after the date of such delivery.

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

**2.07. No Public Dedications.** Nothing contained herein shall be deemed a dedication of any portion of the Union

Station Project, the Gateway Site or the West Property to the general public or for any public use or purpose whatsoever, it being the intention of RTD and Catellus that this Agreement shall be strictly limited to and for the purposes herein expressed. Each Owner shall have the right, upon reasonable notice to all Parties, to temporarily close all or any portion of the Easement Areas owned by such Owner in order to prevent a dedication thereof or an accrual of any rights in any person other than the Parties.

2.08. Non-Exclusive Easements. The easements granted pursuant to Sections 2.01, 2.02, 2.03 and 2.04 are non-exclusive and shall not limit the use of the Burdened Interest by the Burdened Party or by such Party's Permittees.

2.09 Other Transit Providers. The easements granted pursuant to Sections 2.01, 2.02 and 2.03, to the extent granted to the Public Transit Authority, are granted "in gross" and relate to and may only be used in connection with the Public Transit Authority's role as primary operator of the Metro Rail and public transit buses (including buses operated by licensees or franchisees of the Public Transit Authority) utilizing the Public Transit Improvements. Accordingly, such easements are not granted for the benefit of any public transit related providers other than as provided in the preceding sentence, purposes or services, notwithstanding the fact that the same Person which is the Public Transit Authority may also be the operator of another public transit service (such as commuter rail (Metro Link), or light rail (Pasadena Light Rail Transit)), and any easements for such other providers, purposes or services must be expressly established, if at all, in written agreements separate and apart from this Agreement signed by the Owner who owns the affected Easement Area. RTD, as an Owner, shall not violate the intent of this section by granting broad access rights to public transit users using systems other than Metro Rail and public transit buses.

2.10 Use of Easements. Use of the easements granted pursuant to Sections 2.01, 2.02, 2.03 and 2.04 shall be subject to such reasonable rules and regulations as may be adopted, from time to time, by the Party owning each Easement Area, which rules and regulations may not conflict with any Legal Requirements. Such rules and regulations shall relate to matters including advertising and directional signage to and from the Tunnel and the maintenance of the smooth and orderly flow of pedestrian traffic. Such rules and regulations, as they pertain to directional signage only, shall be subject to the approval of the Public Transit Authority, and shall take into consideration all Legal Requirements pertaining to historic preservation.

2.11 Cooperation of Easement Holders. The Benefited Parties shall cooperate with any proposed reconfiguration, subdivision or split of, or addition of real property to, a Parcel (as contemplated in the Section of Article I which contains the definition of the term "Parcel"), provided the same shall not materially diminish the benefits of such easement granted hereunder or materially increase the Easement Operating Costs to the Benefited Party. The Party proposing any such reconfiguration, subdivision or split of, or addition of real property to, a Parcel shall pay all costs incurred by all other Parties (including costs incurred as a result of such reconfigurations, subdivisions, etc.) in cooperating under this Section 2.11.

2.12 Easement Hours and Maintenance. Subject to Section 2.07, pedestrian and handicap access through the Easement Areas shall be maintained at all times, provided that: (a) access through an Easement Area may be partially

restricted for maintenance purposes so long as reasonable pedestrian and handicap access through such Easement Area continues; and (b) upon at least 24 hours' prior written notice to all Parties, pedestrian and handicap access through an Easement Area may be substantially or completely restricted, provided that such restriction must be reasonably necessary and may occur only (for each 24 hour period) during the hours commencing 30 minutes after the last scheduled train (including Metro Rail) arrives at or departs from the Union Station Project and ending 30 minutes before the first train (including Metro Rail) is scheduled to arrive at or depart from the Union Station Project, and provided further that, at all times, reasonable pedestrian and handicap access shall continue through either: (i) the Easement Area running from the intersection of Ramirez and Vignes Streets to and through the East Portal; or (ii) the Easement Area running from the intersection of Macy and Vignes Streets to and through the East Portal.

### ARTICLE III

#### REGULATION OF USES

3.01. No Interference. Subject to Sections 2.07, 2.08 and 2.10, no Party shall keep or maintain anything or shall permit any condition or regulation to exist upon the Union Station Project, the Gateway Site or the West Property or cause any other condition or regulation on the Union Station Project, the Gateway Site or the West Property that materially impairs or materially interferes with the use and enjoyment by the Parties and their respective Permittees of the Tunnel Easement, the Alameda Street Pedestrian Access Easement or the Vignes Street Pedestrian Access Easement or which restricts access from each of such easements to an adjoining easement without the written consent of all Parties.

3.02. Standards. Catellus shall be responsible for the administration, maintenance, operation, management, restoration, repair and replacement of Easement Areas upon which the Tunnel Easement and the Alameda Street Pedestrian Access Easement are located, shall use a standard of care in carrying out such duties such that the Easement Areas will reflect a high pride of ownership and will be maintained in a condition and state of repair commensurate with a First-Class Project, and shall be entitled to payments in connection therewith, as described in Sections 4.03 and 4.04. Each of the Vignes Owners will be responsible for the maintenance, operation, management, restoration, repair and replacement of those Easement Areas affected by the Vignes Street Pedestrian Access Easement owned by such Vignes Owner in accordance with the terms of the Public Transit Use Agreement and any reciprocal easement and operating agreement or other agreement which may be entered into by some or all of the Parties which relates in whole or in part to the maintenance, operation and management of such areas. Nothing in this Section 3.02 shall affect the obligations of the Parties pursuant to Articles VI, VII and VIII.

### ARTICLE IV

#### EASEMENT OPERATION AND MAINTENANCE

4.01. Catellus Obligations. Catellus shall, as to the Tunnel and Easement Area upon which the Alameda Street Pedestrian Access Easement is located:



(A) Install, reconstruct, repair, replace, relocate or refinish the pedestrian improvements located on and within the same;

(B) Subject to Section 2.10, place and maintain therein such signs as Catellus may deem appropriate for its proper identification, use and regulation;

(C) Subject to Section 4.02, hire one or more managers or operators to manage or operate all or portions thereof on commercially reasonable terms and conditions;

(D) Perform such other acts that are reasonably necessary to maintain, preserve and protect the same and the appearance thereof as a First-Class Project and in accordance with this Agreement, including Section 3.02;

(E) Subject to Section 2.10, promulgate, amend and supplement, from time to time, rules and regulations governing the use and enjoyment thereof; and

(F) Pay all Easement Operating Expenses, including Easement Area Taxes.

#### 4.02. Fee and Delegation.

A. Fee. Catellus shall charge a fee in consideration for its services to be provided under this Agreement, and such fee shall be included as an Easement Operating Expense. Said fee shall be established at a fair and competitive rate, with the presumption that the rate payable to "Property Manager" under the Public Transit Use Agreement (or under any reciprocal easement and operating agreement or other agreement relating to the Gateway Site and the West Property) shall be presumed to be fair and competitive. Such fee shall reflect the annual reconciliation of such estimate with actual expenses pursuant to section 4.03D.

B. Delegation. Catellus may delegate or subcontract its ordinary management and operational responsibilities to reputable, experienced property management firms, provided that no such delegation or subcontracting shall relieve Catellus of its responsibilities to the Parties hereunder or under its management agreement. Nothing in this Agreement shall limit or restrict the right of Catellus to appoint its Affiliate as a subcontractor or delegate.

Any delegate or subcontractor of Catellus shall be a reputable Person with no less than 5 years' experience in the operation and management of First-Class Projects, and the parties hereto acknowledge that Catellus satisfies such requirements. Any fee payable to any such delegate or subcontractor shall be paid by Catellus from funds payable to Catellus under Section 4.02.A and shall not be an additional Easement Operating Expense.

#### 4.03. Payment of Easement Operating Expenses.

A. Estimates. At least 60 days prior to the commencement of each Accounting Period, Catellus shall deliver to the Public Transit Authority (for review and comment by the Public Transit Authority, but not subject to the approval of the Public Transit Authority) a reasonable estimate of the Easement Operating Expenses for such Accounting Period.

B. Payment by Public Transit Authority. On the first day of each Accounting Period and on the first day of each calendar month thereafter during such Accounting Period, the Public Transit Authority shall pay to Catellus an amount

equal to one-twelfth of the product of the PTA Share and Catellus' estimate of Easement Operating Expenses for such Accounting Period.

C. Unanticipated Expenses. In the event any Easement Operating Expenses shall arise during an Accounting Period, which Easement Operating Expenses were not anticipated by Catellus' estimate of Easement Operating Expenses for such Accounting Period, Catellus shall notify the Public Transit Authority of, and request the Public Transit Authority's approval of, the nature and amount of such unanticipated Easement Operating Expenses. Such unanticipated expenses shall be deemed approved by the Public Transit Authority if either (i) they do not exceed, as to any individual item or occurrence, five percent (5%), or, during any Accounting Period, ten percent (10%), of Catellus' estimate of Easement Operating Expenses for the Accounting Period in question; or (ii) they arise out of an Emergency. Within 45 days following the later of receipt of such notice or approval by the Public Transit Authority (where required), the Public Transit Authority shall pay to Catellus an amount equal to the product of the PTA Share and the amount of such unanticipated Easement Operating Expenses unless such unanticipated Easement Operating Expenses are to be paid for out of a reserve account maintained by Catellus.

D. Statement of Actual Expenses. Within sixty (60) days after the end of each Accounting Period, Catellus shall render to the Public Transit Authority a full and complete statement of the actual Easement Operating Expenses for such Accounting Period. In the event the Public Transit Authority shall have paid more than the product of the PTA Share and the amount of actual Easement Operating Expenses for such Accounting Period, Catellus shall refund to the Public Transit Authority the amount of such excess within ten (10) days of such rendering. Should the Public Transit Authority have paid less than the product of the PTA Share and the amount of actual Easement Operating Expenses for such Accounting Period, then the Public Transit Authority shall pay to Catellus, within 45 days following the rendition of such statement, an amount equal to such deficiency.

E. Books and Records. Catellus shall maintain complete books and records in such a manner as to accurately cover and reflect separately all items affecting or entering into determination of Easement Operating Expenses for each Accounting Period and shall keep the same for a period of seven (7) years after the end of each Accounting Period.

H. Audit. The Public Transit Authority shall have the right, exercisable upon ten days' written notice to Catellus, to retain an independent certified public accountant acceptable to Catellus to make an audit from time to time as to each Accounting Period (within three years after the end of such Accounting Period) of such books and records as are relevant to any such statement or statements. In the event that any such audit shall disclose any error in the determination of Easement Operating Expenses or the amount payable by Public Transit Authority for such Accounting Period, appropriate adjustment shall promptly be made to correct such error. In addition, if any such audit shall disclose an error in the computation of Easement Operating Expenses of seven and one-half percent or more for the Accounting Period being audited, Catellus shall promptly pay the reasonable cost of such audit.

4.04. Certain Costs of Maintenance and Repair. If the need for maintenance or repair of any portion of any Easement Area is conclusively established by the Parties or at

arbitration to be either (a) caused solely through the willful misconduct or grossly negligent act or omission of a Party or its Permittees, or (b) attributable solely to a Parcel or the use of such Parcel by its Owner or such Owner's Permittees, payment for the cost of such maintenance or repair shall be the sole obligation of such Party, and, accordingly, such cost shall not be included as an Easement Operating Expense. Notwithstanding anything to the contrary contained in this Section, maintenance and cleaning expenses for the Tunnel and the Interior Alameda Street Pedestrian Access Easement Area resulting from acts of members of the public (including graffiti) shall be Easement Operating Expenses regardless of whether such members of the public are Permittees of the Public Transit Authority, any public transit provider or an Owner.

4.05. No Payments by Owners. During the term of this Agreement, and regardless of whether or not the Public Transit Authority has abandoned the Tunnel Easement pursuant to Section 2.05, the Owners shall have the benefit of the easements granted pursuant to Sections 2.01, 2.02 and 2.03 without any obligation, under this Agreement, to pay Easement Operating Expenses. The Owner of the Easement Areas upon which the Tunnel and the Alameda Street Pedestrian Access Easement are located shall be responsible for the payment of all Easement Operating Expenses not paid by the Public Transit Authority. Nothing in this Section 4.05 shall limit the obligation of the public Transit Authority to pay the PTA Share of Easement Operating Expenses.

4.06. Vignes Expenses. Maintenance, operation and management expenses incurred with respect to the Easement Areas upon which the Vignes Street Pedestrian Access Easement is located shall be performed in accordance with the terms of the Public Transit Use Agreement and any reciprocal easement and operating agreement or other agreement which may be entered into by some or all of the Parties which relates in whole or in part to the maintenance, operation and management of such Easement Areas.

## ARTICLE V

### TAXES

5.01. Easement Area Taxes. Easement Area Taxes shall be treated as an Easement Operating Expense, payable by Catellus, subject to reimbursement by the Public Transit Authority in accordance with and to the extent of its obligation for Easement Operating Expenses under Article IV. If Easement Area Taxes, or any portion thereof, may be paid in installments, then Catellus shall pay each installment as and when the same becomes due and payable. All other Taxes and all taxes on improvements shall be the sole responsibility of the Owners of the affected Parcels.

5.02. Apportionment. In the event any taxes are assessed against or become a lien against land and improvements on an individual Parcel within the Union Station Project or the West Property, then the portion of such taxes which constitutes Taxes on land shall be determined by reasonable apportionment. Such apportionment shall be made by the Owners being taxed (the "Apportioning Party"), based on an examination of the tax assessor's records (if possible), and shall be subject to the approval of the Public Transit Authority, in its sole discretion. In the event the Public Transit Authority disapproves of the apportionment, the Apportioning Party and the Public Transit Authority shall, within ten days after such disapproval, jointly select an individual person not affiliated with any Party, having at least 15 years' experience in the contest of taxes in the County of Los Angeles, who shall

apportion the Taxes. The determination of such individual selected to apportion Taxes shall be final and binding upon all Parties. The fees of such individual shall be borne equally by the Apportioning Party and the other Parties in question. In the event the Parties shall be unable to agree upon such an individual, the apportionment of Taxes shall be submitted to arbitration and determined pursuant to Article XII.

5.03. Contest by Catellus. Catellus may contest any Easement Area Taxes by appropriate proceedings prosecuted diligently and in good faith. Any such contested Easement Area Taxes shall be paid, however, prior to the time when the affected real property may be subject to sale by reason of non-payment of the same. Any net reduction in Easement Area Taxes obtained in any calendar year which the Public Transit Authority has previously paid pursuant to Article IV shall be credited (to the extent of the Public Transit Authority's next payment thereof) against the Public Transit Authority's next succeeding obligations to pay Easement Operating Expenses. To the extent that the costs of any such contest exceed the tax savings derived as a result thereof, such excess shall not comprise part of Easement Operating Expenses and such excess cost shall be borne by Catellus.

#### ARTICLE VI INSURANCE

##### 6.01. Tunnel and Alameda Insurance.

A. Required Coverages. Catellus shall (for purposes of this Article VI, the term "Catellus" shall mean the Owner of the Easement Areas upon which the Tunnel and the Alameda Street Pedestrian Access Easement are located) obtain and keep in full force and effect at all times the following insurance, the cost and expense of which shall, to the extent related to the Interior Alameda Street Pedestrian Access Easement Area and the Tunnel, be included in Easement Operating Expenses.

1. Commercial General Liability Insurance. A policy of commercial general liability insurance (occurrence form, if available at commercially reasonable rates) having a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence, providing coverage for, among other things, blanket contractual liability, premises, products/completed operations and personal injury coverage, with deletion of (a) the exclusion for operations within fifty (50) feet of a railroad track (railroad protective liability), if applicable, and (b) the exclusion for explosion, collapse or underground hazard, if applicable; provided, however, that if any portion of the \$10,000,000 coverage is in the form of a "claims-made" rather than an "occurrence" policy, then "tail" coverage for one year must be purchased with limits equal to the claims-made policy.

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

3. Workers' Compensation and Employer's Liability Insurance. Worker's compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Catellus in the conduct of its operations on the West Property and the Union Station Project (including the "all states" and volunteers endorsements, if applicable), together

with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000).

4. Property Insurance. An "all risk" policy of insurance or equivalent (including boiler and machinery comprehensive form, if applicable) covering the improvements located on the Easement Areas upon which the Tunnel Easement and the Alameda Street Pedestrian Access Easement are located, in an amount equal to the full replacement cost thereof (including costs attributable to a change in laws), without deduction for depreciation, with such reasonable deductible amounts as may be customary from time to time in First-Class Projects. Such "all risk" policy of insurance or equivalent shall insure against all risks, including loss or damage by earthquake (unless waived by the mutual agreement of Catellus and the Public Transit Authority or not available at commercially reasonable rates), fire, windstorm, aircraft, vehicle, smoke damage, water damage, flood, sprinkler leakage, riot, civil commotion and terrorist acts. Catellus can satisfy its obligations under this Section by having such obligations fulfilled by tenants.

**B. General.**

1. Insurance Companies. Insurance required to be maintained by Catellus shall be written by companies licensed to do business in California and having a "General Policyholders Rating" of at least A-VIII (or such higher rating as may be required by a Mortgagee) as set forth in the most current issue of "Best's Insurance Guide" or as otherwise acceptable to the Public Transit Authority. The Parties will use reasonable efforts to comply with requirements of any insurance carrier providing the insurance called for under this Agreement.

2. Certificates of Insurance. Catellus shall deliver to the Public Transit Authority certificates of insurance with original endorsements for all coverages required by this Section 6.01. The certificate and endorsements of each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on forms reasonably acceptable to the Public Transit Authority. Catellus shall furnish the Public Transit Authority with certificates of renewal or "binders" thereof at least ten (10) days prior to expiration of the policy, but in all events prior to expiration. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after sixty (60) days' prior written notice to each additional insured (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least ten (10) days' written notice has been given to each additional insured).

3. Additional Insureds. The Public Transit Authority shall be named as an additional insured under all of the policies required by Sections 6.01.A.1 (Commercial General Liability Insurance) and 6.01.A.2 (Automobile Liability Insurance). The policies required under Sections 6.01.A.1 and 6.01.A.2 shall provide for severability of interest.

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

5. Notification of Incidents. Catellus will notify each potentially affected Party of the occurrence of any accidents or incidents in connection with any Parcel owned by Catellus which could give rise to a claim under any of the insurance policies required under this Section 6.01 within three business days after Catellus obtains knowledge of the same.

C. Self-Insurance.

Notwithstanding anything in Section 6.01 to the contrary, Catellus may self-insure with respect to all or any portion of the insurance requirements in Section 6.01.A if Catellus:

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

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

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

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

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

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

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

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

Catellus shall update any funded reserve information provided to the Public Transit Authority on an annual basis. Catellus shall notify the Public Transit Authority of any change in its program of self-insurance within ten (10) business days following such change. Whenever the Public Transit Authority reasonably determines that the funded reserve of Catellus has fallen below levels required hereby or that Catellus fails to satisfy the net assets test (if adequacy of net assets is relevant) the Public Transit Authority may, in its reasonable discretion, require that Catellus immediately obtain the insurance coverages described above in Section 6.01.A and file certificates of insurance as described above, and failure to do so shall be a default under this Agreement.

6.02. Blanket Policies: Compliance. The insurance described in Section 6.01 may be carried under a policy or policies covering other liabilities and locations of Catellus, and/or may be satisfied in whole or part from time to time under any plan of self insurance as herein provided. Each party shall use commercially reasonable efforts to comply with

the requirements of any insurance carrier providing insurance called for under this Agreement.

6.03. Waiver of Subrogation. Catellus shall use reasonable efforts to ensure that any policy of property insurance called for in this Article VI shall permit a waiver of subrogation.

6.04. Vignes Owners' Insurance. The Vignes Owners shall maintain such insurance with respect to the Easement Areas upon which the Vignes Street Pedestrian Access Easement is located as is required under the Public Transit Use Agreement or any reciprocal easement and operating agreement or any other agreement executed by the Vignes Owners. A breach by any Vignes Owner of its insurance obligations under any such agreement shall be a default under this Agreement.

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

## ARTICLE VII

### CASUALTY AND RESTORATION

#### 7.01. Restoration.

A. Interior Alameda Street Pedestrian Access Easement Area. If access through or use of the Interior Alameda Street Pedestrian Access Easement Area is materially impaired by reason of damage or destruction of improvements within such area, Catellus, at its election, shall either repair and restore the same or (with no obligation to restore or build any improvements) provide an alternative easement affording pedestrian access with comparable utility to the access afforded by the Alameda Street Pedestrian Access Easement, as of the Effective Date, so that the Alameda Street Pedestrian Access Easement continues to provide access from Alameda Street to the west entrance of the Tunnel and to the West Portal with a distance no greater than that set forth in the definition of the term "Alameda Street Pedestrian Access Easement" contained in Article I.

B. Tunnel. If the Tunnel is damaged or destroyed and provided the Proceeds are sufficient, then, as soon as practicable thereafter, the Tunnel shall be repaired, rebuilt and restored by Catellus at least to a condition substantially equivalent to its condition immediately prior to the damage or destruction, to the extent permitted by law. All Proceeds payable on account of damage or destruction to the Tunnel shall be made available to Catellus for the repair and restoration of the Tunnel.

If and to the extent that the Proceeds, together with any deductible under any insurance maintained hereunder, are insufficient to pay the cost of such repair, rebuilding or restoration due to a default by Catellus with respect to its obligations to maintain insurance under this Agreement, then Catellus shall nevertheless be obligated to pay the cost of such repair, rebuilding, or restoration.

Any material changes which Catellus proposes to make to the design of the Tunnel shall be subject to the

reasonable approval of the Public Transit Authority. As an alternative to rebuilding and restoring the Tunnel, Catellus may construct (to standards consistent with a First-Class Project) an improvement functionally equivalent to the Tunnel providing access from the East Portal to the West Portal, provided that the design of such improvement shall be subject to the reasonable approval of the Public Transit Authority.

If the Proceeds are unavailable or insufficient to pay the cost of such repair, rebuilding or restoration due to any reason other than a failure by Catellus to fulfill its insurance obligations hereunder, including (i) the insolvency of the insurer; or (ii) the fact that the casualty in question was not required to be insured against pursuant to this Agreement; or (iii) the exercise of a right by any Mortgagee to retain, receive or disburse any Proceeds (subject to Section 7.02), then Catellus shall have no obligation to repair, rebuild and restore the Tunnel or to build any other improvements, but, Catellus, at the sole cost and expense of Catellus, shall provide an alternative easement affording pedestrian access east/west across the Union Station Project and the West Property with comparable utility to the pedestrian access afforded by the Tunnel Easement, provided that the pedestrian route thus provided is no greater than 150% of the length of the Tunnel and provided that the location of any such alternative easement (but not the provision thereof) shall be subject to the reasonable approval of any Mortgagee having a lien on any Parcel within the Union Station Project or the West Property. A failure by Catellus to pay any portion of any deductible not paid by the Public Transit Authority as its Share of Easement Operating Expenses shall be a default by Catellus with respect to its insurance obligations hereunder.

Notwithstanding anything to the contrary in this Section, if, following damage to or destruction of the Tunnel, Catellus determines to construct an improvement functionally equivalent to the Tunnel other than a tunnel, the Public Transit Authority may, at the expense of the Public Transit Authority, rebuild and restore the Tunnel (which, thereafter, shall be owned by the Public Transit Authority). Notwithstanding anything to the contrary in this Section, if, following damage to or destruction of the Tunnel, Catellus is permitted under the previous paragraph of this Section 7.01 and determines to provide an alternative easement with comparable access to that afforded by the Tunnel Easement and does not repair, rebuild and restore the Tunnel or build any other improvements, the Public Transit Authority may, at the expense of the Public Transit Authority, either rebuild and restore the Tunnel (which, thereafter, shall be owned by the Public Transit Authority) or construct on the alternative easement granted by Catellus an improvement functionally equivalent to the Tunnel (built to standards consistent with a First-Class Project and to be owned by the Public Transit Authority) providing access from the East Portal to the West Portal. In either of such events, the Public Transit Authority shall perform its rebuilding, restoration or construction so as not to unreasonably interfere with operations on or use of the Union Station Project or the West Property and Catellus and the Public Transit Authority shall renegotiate in good faith the sharing of Easement Operating Expenses and the insurance obligations under this Agreement.

Except as provided in this Section 7.01, no Party shall have any right to require rebuilding or restoration of the Tunnel if it is damaged or destroyed, and, in the event of damage or destruction to the Tunnel precluding passage and access through the Tunnel, no Party shall use the Tunnel until it shall have been restored and rebuilt.



7.02. Rights of Mortgagees. If any Mortgagee has the right to retain any Proceeds or control the disbursement of any Proceeds and in fact exercises such right, and following the exercise by such Mortgagee of such right, there remain Proceeds which are insufficient to pay the cost of repair, rebuilding or restoration of all structures which were covered by the insurance policy or policies in question, but which are sufficient to pay the cost of repair, rebuilding or restoration of the Tunnel, then, subject to the above-described rights of Mortgagees, Catellus shall be obligated to prioritize the use of the remaining Proceeds so as to repair, rebuild and restore the Tunnel in the manner set forth in Section 7.01.

7.03. Abatement. The obligation of the Public Transit Authority to pay the PTA Share of Easement Operating Expenses shall be abated proportionately with any material interference with pedestrian access and passage through the Tunnel or the Interior Alameda Street Pedestrian Access Easement Area.

#### ARTICLE VIII

#### CONDEMNATION

8.01. Distribution of Proceeds. In the event any portion of the Tunnel or the Pedestrian Access Easement Areas (including the East Portal) shall be taken by Condemnation, all Proceeds received on account of the Tunnel or the Pedestrian Access Easement Areas, as the case may be, shall be paid to the Owners of the Parcels which are affected by the subject Condemnation. No other Party shall claim any portion of Proceeds for the fee value of any Parcel by virtue of any interests created by this Agreement; provided, however, that any other Party may file a claim with the condemning authority for damages for other than the fee value of the property so taken to the extent provided under eminent domain law (including the loss of the value of any easements).

8.02. Restoration. If, as a result of any Condemnation, the Tunnel, the Interior Alameda Street Pedestrian Access Easement Area or any portion thereof is damaged but ownership thereof is not completely taken by the condemning authority, Catellus shall be obligated to restore the same to the extent and in the manner provided for in Article VII as if the Proceeds paid by the condemning authority were Proceeds of casualty insurance.

If the condemnation Proceeds are insufficient to restore the Tunnel or if the taking shall render restoration of the Tunnel impractical, Catellus may (without any obligation to repair, rebuild or restore the Tunnel or to build any other improvement) provide an alternative easement (the location but not the provision of which shall be subject to the approval of all Mortgagees having a lien on property affected by such alternate easement) affording pedestrian access east/west across the Union Station Project and the West Property comparable to the pedestrian access afforded by the Tunnel Easement, provided that the pedestrian route thus provided is no greater than 150% of the length of the route through the Tunnel. The Public Transit Authority shall have the same rights to build on an alternate route as provided in Section 7.01B.

If all or a portion of the Interior Alameda Street Pedestrian Access Easement Area is taken such that it is not reasonably feasible to provide comparable access within the distance limitation set forth in the definition of "Alameda Street Pedestrian Access Easement" contained in Article I, the Parties will negotiate in good faith toward the establishment

of an alternative easement providing comparable access within a reasonable distance from Alameda Street to the west entrance of the Tunnel and to the West Portal.

#### ARTICLE IX

##### DEFAULTS AND REMEDIES

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

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

9.03. Payment Upon Default. If any Party shall fail to perform its obligations under this Agreement, any other Party shall have the right, but not the obligation, upon giving the defaulting Party at least 14 days' prior written notice of its election to do so (but in the event of Emergency, only such notice as is reasonable under the circumstances shall be required), unless prohibited by Legal Requirements, to perform such obligations on behalf of and for the account of the defaulting Party. In such event, the reasonable costs and expenses of such Party, plus interest thereon at the Default Rate from the date of performance until the date of payment, shall be paid to such Party by the defaulting Party forthwith upon demand. If repayment shall not be made by such Party or its Mortgagee within ten (10) days after such demand is made, then such Party shall have the right to deduct the aforesaid amount, without liability or forfeiture, from any sums then due or thereafter becoming due from it to the defaulting Party under this Agreement. Nothing in this Section 9.03 shall create a lien by any Party against the property of any other Party.

9.04. Other Remedies. Subject to Section 9.01 and Article XII, the rights and remedies given to any Party shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such Party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any such Party shall not impair such Party's standing to exercise any other right or remedy.

#### ARTICLE X

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

10.01. Limitations on Transfer or Assignment. In no event shall the rights, powers and obligations conferred upon a Party pursuant to this Agreement be at any time transferred or assigned by any such Party except in the manner hereinafter provided and through a transfer: (a) in the case of an Owner, of its interest in its Parcel; or (b) in the case of the Public Transit Authority, of its primary responsibility for the operation of the Metro Rail and buses utilizing the Public Transit Improvements.

10.02. Transfer of Entire Interest. In the event of the transfer, conveyance or termination of (i) the whole of the interest of an Owner in its Parcel without retaining any beneficial interest therein (except as set forth in Section 10.03), or (ii) the transfer by the Public Transit Authority of its primary responsibility for the operation of

the Metro Rail and buses utilizing the Public Transit Improvements, then it shall be a condition precedent to the release and discharge of any transferor, grantor or assignor that the transferee, grantee or assignee shall have expressly assumed in writing all obligations of such transferor, grantor or assignor under this Agreement and that any and all amounts which shall then be due and payable by such transferor, grantor or assignor to any Party shall have been paid and that such transferor, grantor or assignor shall give notice to the Parties of any such sale, transfer, conveyance or assignment concurrently with the filing for record of the instrument effecting the same. Notwithstanding anything to the contrary in this Agreement, no Party shall be relieved of its Indemnity obligations with respect to the time period such Party was an Owner or the Public Transit Authority, as the case may be, unless such Party's successor shall have expressly assumed such obligations in writing and notice of such assumption shall have been delivered to all Indemnified Persons. In all other cases, the terms, covenants and conditions of this Agreement with respect to an Owner shall be binding upon and enforceable by a Person only with respect to the time period during which such Person is an Owner.

10.03. Retention of Interest. In the event that the transferring Owner shall convey its interest in its Parcel, or a portion thereof, by a Mortgage, then in either such event, none of the rights, powers or obligations of the transferring Owner under this Agreement shall be transferred or assigned with the transfer or conveyance of its interest, but all of the rights, powers and obligations of the transferring Owner under this Agreement shall remain in such Owner.

10.04. Multiple Ownership; Designation. If ownership of a Parcel shall become vested in more than one Person, or if the primary responsibility for the operation of the Metro Rail and buses utilizing the Public Transit Improvements becomes vested in more than one Person, then all such Persons shall be jointly considered a single Owner or the Public Transit Authority, as the case may be, and such Persons shall designate one of their number to act on behalf of all such Persons in the performance of the provisions of this Agreement. Any such written agreement shall be in writing, duly executed, verified and acknowledged by such successor, shall be delivered to all Parties, shall contain a certificate that a copy thereof has been so delivered and shall be recorded in the Official Records of Los Angeles County, California. In the absence of such written designation, the acts of the transferring Party whose interest or operating responsibility is so divided shall be binding upon all of the Persons having a share of such an interest or operating responsibility until such time as the written designation is properly served and recorded as provided above, whether or not such transferring party retains any interest in the Parcel or operating responsibility, as the case may be.

## ARTICLE XI

### MORTGAGEE PROTECTION

11.01. Right to Encumber. Any Owner shall have the right to encumber its interest in its respective Parcel by any Mortgage, provided such Mortgage is subject to and subordinate to this Agreement.

11.02. Default; Prior Claims and Obligations. No breach or default under this Agreement, nor any entry upon a Parcel by reason of such breach or default, shall defeat or render invalid the lien of any Mortgage made in good faith and for value on any Parcel or improvements. Subject to Section 11.05, the provisions, easements, conditions, restrictions, and

covenants hereof shall be binding and effective against any Person whose title is acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise; provided, however, that a Mortgagee that takes title to a Parcel or improvements pursuant to foreclosure of its Mortgage, or any purchaser at a foreclosure or trustee's sale under a Mortgage, shall take the Parcel or improvements free of any claims, obligations or charges under this Agreement accruing prior to the date such Mortgagee or purchaser takes title to such Parcel, including any obligation to repair or restore (or to contribute to the repair or restoration of) any damage or destruction to or Condemnation of any Parcel or any portion thereof occurring prior to the taking of title to such Parcel by such Mortgagee or purchaser, but shall be obligated to provide alternative access, as described in Section 7.01.

11.03. Notice to Mortgagees. The Mortgagee under any Mortgage affecting a Parcel shall be entitled to receive notice of any default by any Party hereunder, provided that such Mortgagee shall have delivered a copy of a notice to each Party specifying the Mortgagee's name and address and requesting such notices. Failure of a Party to deliver a copy of such notice of default to the Mortgagee shall affect in no way the validity of the notice of default as it respects the defaulting Party, but shall make the same invalid as it respects the interest of the Mortgagee and its lien upon the affected Parcel. Any such notice to a Mortgagee shall be given in the same manner as provided in Section 13.10. The giving of any notice of default or the failure to deliver a copy to any Mortgagee shall in no event create any liability on the part of the Person so declaring a default.

11.04. Right to Cure. In the event that any notice shall be given of the default of a Party and of such defaulting Party's failure to cure or commence to cure such default as provided in this Agreement, then and in that event, any Mortgagee under any Mortgage affecting the Parcel of the defaulting Party shall be entitled to receive an additional notice given in the manner provided in Section 11.03, that the defaulting Party has failed to cure such default, and such Mortgagee shall have 30 days after the receipt of said additional notice to cure any such default, or, if such default cannot be cured within 30 days, to diligently commence curing within such time and diligently cure within a reasonable time thereafter. Mortgagees may jointly or singly pay any sum or take any other action reasonably necessary to cure any default of their Mortgagors hereunder with the same effect as cure by the Mortgagor itself.

11.05. Amendment. This Agreement shall not be amended without the prior written consent of Mortgagees holding Mortgages on Parcels burdened or benefitted by the easements in question so as to (a) change the fundamental purpose for which the Tunnel Easement or the Pedestrian Access Easements were created, the permitted use thereof or the location thereof; (b) change the share of Easement Operating Expenses charged to any Parcel or any Party; (c) change the provisions applicable to insurance or Condemnation so as to reduce the required coverages, change the interest of any Party in the allocation, adjustment or distribution of Proceeds or change the obligation of any Party to rebuild; (d) change any provision of this Article XI or any other provision of this Agreement which, by its terms is specifically for the benefit of Mortgagees or specifically confers rights on Mortgagees; or (e) terminate this Agreement prior to the time set forth in Section 13.01. No amendment to this Agreement made without the consent of any Mortgagee shall be binding upon such Mortgagee or its successors in interest or upon a purchaser at a foreclosure sale conducted pursuant to the subject Mortgage or such purchaser's successors in interest, should any of them become an Owner.

11.06. Condemnation or Insurance Proceeds. Nothing in this Agreement shall impair the rights of any Mortgagee, pursuant to its Mortgage, to receive Proceeds which are distributed to or payable to such Mortgagee's Mortgageor.

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

11.08. Modification of Article: Conflicts. No Party shall unreasonably withhold its consent to such modifications of this Article XI as are reasonably requested by a Mortgagee, provided that no Party shall be obligated to make any amendment if the same materially adversely affects the economic rights or benefits conferred upon that Party under this Agreement or imposes upon it material additional obligations or burdens. If there is any conflict between this Article XI and any other provision contained in this Agreement, this Article XI shall control.

## ARTICLE XII

### ARBITRATION OF DISPUTES

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

12.02. Arbitration Procedure. Prior to submitting any matter to arbitration, the Party seeking arbitration shall request in writing a meeting to be attended by all Parties (which request shall describe in reasonable detail the dispute in question) for the purpose of resolving such dispute. If the matter is not resolved at such meeting, or the meeting is not held within 25 days of the written request therefor other than due to the fault of the requesting Party, any Party may within 30 days from the date of the Party's original request initiate arbitration. Arbitration shall be carried out by a panel of three neutral arbitrators selected in accordance with the rules of the American Arbitration Association and who, thereafter, shall resolve the dispute in accordance with such rules and in accordance with the next paragraph.

Promptly after such appointment, said arbitrators shall hold a hearing and thereafter shall determine the matter in dispute and shall resolve the same and all questions

pertaining thereto as promptly thereafter as is practicable under the circumstances in accordance with the rules of the American Arbitration Association (including provisions relating to hearings, notice, presentation of evidence and witnesses and discovery). A majority decision shall be final at any stage of the proceeding. In any arbitration proceeding pursuant to this Article XII, only arbitrators having appropriate certification and at least five years' experience in the substantive area subject to arbitration shall be selected as arbitrators.

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

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

          H            
          Mealey          

Catellus

RTD

ARTICLE XIII.

**MISCELLANEOUS**

**13.01. Termination of Agreement.** This Agreement shall be effective upon the Effective Date, and, subject to Article II hereof, shall terminate on the later of the seventy-fifth anniversary of the Effective Date or the date when the Public Transit Authority permanently ceases operations of the Metro Rail and all Public Transit Improvements at the Gateway Site, unless seventy-five percent of the Owners agree to continue this Agreement, in which event the term of this Agreement shall be extended for the period of time agreed upon by such Owners. For purposes of this Section, the Public Transit Authority shall be deemed to have permanently ceased operations of the Metro Rail and all Public Transit Improvements at the Gateway Site if such operations have ceased for a period of twenty-four (24) months and, prior to the resumption of such operations (a) Catellus gives written notice to the Public Transit Authority stating that such operations have ceased, (b) there is placed of record in the Official Records of Los Angeles County, California, an affidavit by Catellus stating that such operations have ceased and that such notice has been properly given pursuant to the terms of this Agreement, and (c) within one hundred eighty (180) days after satisfaction of clauses (a) and (b), the Public Transit Authority shall have failed to place of record in such Official Records an affidavit that such operations were not permanently ceased during such twenty-four (24) month period. Upon termination of this Agreement, all rights, privileges, duties and obligations created and imposed by this Agreement, shall terminate and be of no further force or effect; provided, however, that all Indemnities shall survive such termination and the termination of this Agreement shall not limit or affect any remedy at law or in equity of any Party against any other Party with respect to any liability or obligation or Indemnity

arising or to be performed under this Agreement prior to the date of such termination. Notwithstanding anything to the contrary in this Agreement, the easements granted pursuant to Sections 2.01 and 2.02 shall survive termination of this Agreement.

13.02. Amendments. This Agreement may be modified or amended in whole or in part only by recording an amendment in the Official Records of Los Angeles County, California, duly executed and acknowledged by all Parties.

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

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

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

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

"Unavoidable Delays" shall mean delay beyond the control of the Person claiming the same and shall include the following: (a) delay attributable to acts of God, strikes or labor disputes, (b) delay attributable to Legal Requirements, delay in permit processing or litigation relating to (i) entitlements, (ii) CEQA review, or (iii) the development or use of the Tunnel or the Pedestrian Access Easements for the purposes described herein, (c) delay attributable to inclement weather or earthquake resulting in suspension of site work for safety purposes, i.e., heavy rainfall, (d) delay attributable to inability to procure or general shortage of labor, equipment, materials or supplies in the open market, or failure of transportation, (e) delay caused by acts of a public enemy, insurrections, riots, mob violence, sabotage, and malicious mischief, casualty or earthquake causing substantial damage to previously constructed improvements, (f) delay in performance of any term, covenant, condition or obligation under this Agreement for reasons beyond the control of the Person obligated to perform such term, covenant, condition or obligation, including default or delays of third parties and of any Party whether in rendering approvals or otherwise; and (g) delay caused by pending arbitration. In each case

(a) through (g) aforesaid, "Unavoidable Delays" shall include the consequential delays resulting from any such cause or causes. For the purpose of this Section, a cause shall be beyond the control of the Person whose performance would otherwise be obligated only if such cause would prevent or hinder the performance of an obligation by any reasonable Person similarly situated and shall not apply to causes peculiar to the Person claiming the benefit of this Section (such as the failure to order materials in a timely fashion).

13.07. References to the Covenants in Deeds. Deeds to and instruments affecting any Parcel or any part of the Union Station Project, the Gateway Site or the West Property may contain reference to this Agreement; but regardless of whether any such reference is made in any deed or instrument, this Agreement shall be binding upon the Person claiming through any instrument and such Person's heirs, executors, administrators, successors and assigns.

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

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

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

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

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

And to:              Pircher, Nichols & Meeks  
Suite 2600  
1999 Avenue of the Stars  
Los Angeles, California 90067  
Attention: Real Estate Notices (DJL)  
No. 570-2

If to RTD (in its capacity as an Owner or as the Public Transit Authority):  
Southern California Rapid Transit District  
425 South Main Street  
Los Angeles, California 90013-1393  
Attention: Manager, Real Estate Development



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

And to: Jones, Day, Reavis & Pogue  
555 West Fifth Street, Suite 4600  
Los Angeles, California 90013-1025  
Attention: Real Estate Notices (DF)  
058995-004-012

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

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

13.12. Estoppel Certificates. Each Party, at any time and from time to time upon not less than 14 days' prior written notice from any other Party, shall execute, acknowledge and deliver to such Party, or, at such Party's request, to any other Person reasonably requested by such Party, a certificate stating: (a) (if true) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications); (b) whether, to such Person's actual knowledge, there are then existing any defenses against the enforcement of any of the obligations of the requesting Party under this Agreement (and, if so, specifying same); and (c) whether, to such Person's actual knowledge, there are then existing any defaults by any Party in the performance of their respective obligations under this Agreement (and, if so, specifying same). It is intended that any such certificate delivered pursuant to this Section 13.12 may be relied upon by the requesting Party and any such other Person. The Party preparing any such certificate shall be entitled to receive the reasonable cost of its preparation, not to exceed \$1,000.

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

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

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

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

13.17. Successors and Assigns. This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of RTD, Catellus and all other Parties.

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

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

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

13.21. Joint Preparation. This Agreement has been prepared jointly by Catellus and RTD, and any uncertainty or ambiguity existing herein shall not be interpreted against either of them, but according to the application of the rules of interpretation of contracts.

13.22. Limitation of Liability.

A. This Agreement is executed by the authorized representatives of RTD and Catellus solely as representatives of the same and not in their own individual capacities. No advisor, trustee, director, officer, employee, beneficiary, shareholder, participant or agent of RTD or Catellus whatsoever shall be personally liable in any manner or to any extent under or in connection with this Agreement, except for willful misconduct or fraud.

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

Party provided by law or by any other contract or agreement or instrument.

13.23. Certain Terminology.

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

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


13.24. Merger. Neither this Agreement nor any portion hereof shall be extinguished by merger through the operation of law alone, but only by a recorded instrument specifically so providing.

13.25. PTUA References. References in this Agreement to certain defined terms or Sections of the Public Transit Use Agreement shall survive and continue to be valid after the termination of the Public Transit Use Agreement and during any period when portions of such agreement are superseded by another agreement.

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

CATELLUS:

CATELLUS DEVELOPMENT CORPORATION,  
a Delaware corporation

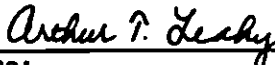
By:   
Name: THEODORE L. TANNER  
Title: VICE PRESIDENT, DEVELOPMENT

Approved as to form:

  
General Counsel of S CRTD

RTD:

THE SOUTHERN CALIFORNIA RAPID  
TRANSIT DISTRICT,  
a California public corporation

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

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

On this 30th day of June, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Arthur T. Leahy, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Randi S. Tahara  
Notary Public  
Randi S. Tahara  
Printed Name of Notary Public  
Dec 9, 1994  
Commission Expiration Date



[SEAL]

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

On this 30th day of June, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Theodore L. 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.



Randi S. Tahara  
Notary Public

Randi S. Tahara  
Printed Name of Notary Public

Dec 9, 1994  
Commission Expiration Date

[SEAL]

SUBORDINATION

The undersigned Bank of America National Trust and Savings Association (successor by merger to Security Pacific National Bank), as beneficiary under that certain deed of trust dated as of November 15, 1991, recorded on December 31, 1991 as Instrument No. 91-2057033 in the Official Records of the County of Los Angeles, State of California, hereby subordinates the lien of such deed of trust on the real property encumbered thereby to the lien of the foregoing "Tunnel Access Easement Agreement" dated as of June 30, 1992, between Catellus Development Corporation and The Southern California Rapid Transit District.

Dated as of June 30, 1992

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION

By: 

Its: Vice President

By: 

Its: Senior Vice President

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On June 30, 1992, before me, the under-  
signed, personally appeared Richard C. Liebow,  
~~personally known to me~~ (or proved to me on the basis of  
satisfactory evidence) to be the person who executed this  
instrument as Vice President of the association  
therein named and acknowledged to me that said association  
executed it.



Beverly S. Rubin  
Notary Public in and for  
said County and State

My commission expires: 11/15/94

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On June 30, 1992, before me, the under-  
signed, personally appeared Theodore M. Sauter,  
~~personally known to me~~ (or proved to me on the basis of  
satisfactory evidence) to be the person who executed this  
instrument as Senior Vice President of the association  
therein named and acknowledged to me that said association  
executed it.



Beverly S. Rubin  
Notary Public in and for  
said County and State

My commission expires: 11/15/94

**TUNNEL ACCESS EASEMENT AGREEMENT**

**EXHIBIT LIST**

Exhibit "A-1"	Description of Parcel 1
Exhibit "A-2"	Description of Parcel 2
Exhibit "A-3"	Description of West Property
Exhibit "A-4"	Description of Union Station Project
Exhibit "B"	Site Plan
Exhibit "C-1"	Description of Alameda Street Pedestrian Access Easement
Exhibit "C-2"	Description of Tunnel Easement



EXHIBIT "A-1"

Description of Parcel 1

[attach description of Parcel C and Parcel D]

Revised March 6, 1992

PARCEL C AFTER ADJUSTMENT

1 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
2 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of  
3 California, as per map recorded in Book 34, Page 90 of Miscellaneous  
4 Records, in the office of the County Recorder of said County; those  
5 portions of the Peschke Tract, in said City, County and State, as per map  
6 recorded in Book 31, Page 45 of said Miscellaneous Records; that portion  
7 of Lot 5 of Tract No. 10151, in said City, County and State, as per map  
8 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
9 Office; and those portions of City Lands, in said City, County and State,  
10 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
11 Records, described as a whole as follows:

12  
13 Commencing at the intersection of the easterly prolongation of the  
14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
15 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
16 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
17 northerly terminus of that certain course having a bearing and distance of  
18 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
19 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
20 Book 14076, Page 324 of Official Records, in said office of the County  
21 Recorder; thence along a westerly and southerly lines of said Parcel 3  
22 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
23 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
24 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
25 Tract No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  
26  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet;  
27 thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01' 01''$  East  
28 13.75 feet; thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the  
29 westerly line of the land as described in Parcel 1 of the deed to the City  
30 of Los Angeles recorded December 28, 1945, in Book 22651, Page 63 of  
31 Official Records, in said office of the County Recorder being a curve  
32 concave westerly and having a radius of 1000.00 feet, a radial of said

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661


Revised March 6, 1992

1 PARCEL C AFTER ADJUSTMENT (CONTINUED)

2 curve to said point having a bearing of South 85° 11' 07" East: thence  
3 northerly along said curve, through a central angle of 05° 58' 02" an arc  
4 distance of 104.15 feet to the northerly terminus of said curve at the  
5 most southerly corner of the land as described in the deed to the City of  
6 Los Angeles recorded August 28, 1936, in Book 14393, Page 61 of said  
7 Official Records: thence along the northwesterly lines of said last  
8 mentioned deed North 18° 50' 51" East 120.96 feet and North 26° 09' 18"  
9 West 14.14 feet to a point in the westerly prolongation of the northerly  
10 line of Lot "B" of said Tract No. 10151 distant 23.18 feet westerly along  
11 said prolongation, from the northwesterly corner of said Lot "B": thence  
12 along said prolongation North 71° 09' 27" West 121.02 feet to the  
13 southeasterly line of Lot 1 of said Subdivision of a Part of the Estate of  
14 Ynuario Avila Dec'd: thence along said southeasterly line North 27° 03'  
15 23" East 20.44 feet to the northeasterly corner of said Lot 1: thence  
16 along the northerly line of Lots 1 to 5 of said Subdivision of a Part of  
17 the Estate of Ynuario Avila Dec'd North 71° 09' 27" West 225.50 feet to an  
18 intersection with the northerly prolongation of that certain course  
19 described above as having a bearing and distance of "South 10° 01' 01"  
20 West 240.67 feet": thence along said prolongation South 10° 01' 01" West  
21 33.63 feet to the TRUE POINT OF BEGINNING.

22  
23  
24 Containing 90.180 square feet

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

30   
31 Robert L. Mollenhauer, PLS No. 2996  
32



THIS DESCRIPTION  
PREPARED BY MAL  
CHECKED MAL  
TYPED SP  
COMPARED MAL

Revised March 6, 1992

## PARCEL D AFTER ADJUSTMENT


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

14  
15 Commencing at the intersection of the easterly prolongation of the southerly  
16 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
17 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
18 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
19 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
20 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
21 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of  
22 Official Records, in said office of the County Recorder; thence along a  
23 westerly and southerly line of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet  
24 and South  $71^{\circ} 09' 27''$  East 10.86 feet; thence along a line parallel with the  
25 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
26 No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East  
27 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet to the TRUE POINT OF  
28 BEGINNING; thence continuing South  $10^{\circ} 01' 01''$  West 92.50 feet; thence North  
29  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve concave  
30 southeasterly and having a radius of 80.00 feet; thence southwesterly along  
31 said curve through a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23  
32 feet to a line parallel with and distant 58.92 feet westerly, measured at

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

22  
23 Containing 104.091 square feet.

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

28  
29   
30 Robert L. Mollenhauer. PLS No. 2996



THIS DESCRIPTION  
PREPARED BY MMH  
CHECKED BY MMH  
TYPLD AP  
COMPARER MMH

EXHIBIT "A-2"

Description of Parcel 2

[attach description of Parcel B]

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised June 15, 1992

PARCEL B AFTER ADJUSTMENT

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

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

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PARCEL B AFTER ADJUSTMENT (CONTINUED)

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



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1 PARCEL B AFTER ADJUSTMENT (CONTINUED)

2 from said Point "A"; thence South 79° 58' 59" East 150.00 feet; thence  
3 North 10° 01' 01" East 630.58 feet to the TRUE POINT OF BEGINNING.

4  
5 EXCEPTING THEREFROM the interest of the State of California that would  
6 pass with legal conveyance of the land as described in Parcel 2 (Amended)  
7 in the Final Order of Condemnation entered in Los Angeles County Superior  
8 Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in  
9 Book 51718, Page 358 of Official Records of said County,

10

11 Containing 85.293 square feet.

12

13

14

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

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27

Robert L. Mollenhauer, PLS No. 2996

28

29

30

31

32



THIS DESCRIPTION  
PREPARED BY RLM  
CHECKED MLM  
TYPED RLM  
COMPARED MLM

EXHIBIT "A-3"

Description of West Property  
(attach description of Parcel A)

058995-004-012  
06-26-92/0414c

-4-

RTD/CATELLUS  
Tunnel Exhibits

Revised March 6, 1992

PARCEL A AFTER ADJUSTMENT

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

12  
13 Commencing at the intersection of the easterly prolongation of the  
14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
15 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
16 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
17 northerly terminus of that certain course having a bearing and distance of  
18 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
19 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
20 Book 14076, Page 324 of Official Records, in said Office of the County  
21 Recorder; thence along a westerly and southerly line of said Parcel 3  
22 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
23 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
24 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
25 Tract No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58'$   
26  $59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 137.50 feet; thence  
27 North  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve  
28 concave southeasterly and having a radius of 80.00 feet; thence  
29 southwesterly along said curve through a central angle of  $47^{\circ} 25' 50''$  an  
30 arc distance of 66.23 feet to a line parallel with and distant 88.92 feet  
31  
32

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1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

2 westerly, measured at right angles, from the southerly prolongation of  
3 that certain course described above as having a bearing and distance of  
4 "South 10° 01' 01" West 137.50 feet"; thence along said parallel line  
5 South 10° 01' 01" West 108.24 feet to the beginning of a non-tangent curve  
6 concave northeasterly and having a radius of 80.00 feet, said curve being  
7 tangent at its easterly terminus to a line parallel with and distant  
8 160.00 feet southerly, measured along said last mentioned southerly  
9 prolongation, from that certain course described above as having a bearing  
10 and distance of "North 79° 58' 59" West 19.25 feet", said easterly  
11 terminus being distant 19.25 feet westerly along said parallel line from  
12 the intersection of said parallel line with said southerly prolongation;  
13 thence southeasterly along said last mentioned curve, through a central  
14 angle of 47° 25' 50" an arc distance of 66.23 feet to said easterly  
15 terminus; thence tangent to said curve along said last mentioned parallel  
16 line South 79° 58' 59" East 19.25 feet to said southerly prolongation;  
17 thence continuing along said southerly prolongation South 10° 01' 01" West  
18 427.65 feet to a point in the westerly prolongation of the northerly line  
19 of the land as described in Parcel 71779-1, in the Final Order of  
20 Condemnation entered in Los Angeles County Superior Court Case No.  
21 C447627, a certified copy of which was recorded March 29, 1988, as  
22 Instrument No. 88-422827 of said Official Records, said westerly  
23 prolongation being a curve concave southerly and having a radius of  
24 4340.00 feet, a radial of said curve to said point having a bearing of  
25 North 04° 27' 10" East; thence westerly along said curve, through a  
26 central angle of 00° 32' 36" an arc distance of 41.16 feet to the westerly  
27 line of the land as described in the deed to the City of Los Angeles,  
28 recorded April 12, 1937, in Book 14861, Page 261 of said Official Records;  
29 thence along said westerly line South 06° 49' 27" West 9.93 feet to the  
30 northeasterly corner of the land as described in Parcel 71955-1 (Amended)  
31 in the Final Order of Condemnation entered in Los Angeles County Superior  
32

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1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

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

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Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

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

4  
5 Containing 214,037 square feet

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



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22 Robert L. Mollenhauer, PLS No. 2996

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32  

THIS DESCRIPTION	
PREPARED BY	<u>LM</u>
CHECKED	<u>LM</u>
TYPED	<u>LM</u>
COMPAED	<u>LM</u>

EXHIBIT "A-4"

Description of Union Station Project

[attach description labled  
"Union Station Site not within Gateway Project"]

MOLLENHAUER, HIGASHI & MOORE, INC.

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

June 29, 1992

UNION STATION SITE NOT INCLUDED WITHIN GATEWAY PROJECT

PARCEL 1

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

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



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June 29, 1992

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

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

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June 29, 1992

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

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

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

19  
20 BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF MACY STREET, 80 FEET  
21 WIDE, WITH THE CENTERLINE OF AVILA STREET, 60 FEET WIDE, AS SAID STREETS  
22 ARE SHOWN ON THE MAP OF SAID TRACT NO. 10151; THENCE SOUTHERLY ALONG SAID  
23 CENTERLINE OF AVILA STREET AND ITS SOUTHERLY PROLONGATION TO AN  
24 INTERSECTION WITH THE EASTERLY PROLONGATION OF THE MOST NORTHERLY LINE OF  
25 LOT 4 OF SAID TRACT NO. 10151; THENCE WESTERLY ALONG SAID EASTERLY  
26 PROLONGATION AND SAID NORTHERLY LINE TO THE NORTHWESTERLY CORNER OF SAID  
27 LOT 4; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF SAID LOT 4 AND ALONG  
28 THE SOUTHERLY PROLONGATION OF THE MOST SOUTHERLY WEST LINE OF SAID LOT 4 TO  
29 THE NORTHERLY LINE OF PARCEL 71955-1 (AMENDED) IN THE FINAL ORDER OF  
30 CONDEMNATION ENTERED IN THE LOS ANGELES COUNTY SUPERIOR COURT CASE NO.  
31 C416021, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11, 1987, AS  
32 INSTRUMENT NO. 87-366265 OF OFFICIAL RECORDS OF SAID COUNTY.

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June 29, 1992

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

2 PARCEL 2:

3 THAT PORTION OF THE CITY LANDS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,  
4 STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF  
5 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND  
6 TOGETHER WITH THAT PORTION OF LOT 5 OF THE "SUBDIVISION OF A PART OF THE ESTATE OF  
7 YNUARIO AVILA DEC'D", IN SAID CITY, COUNTY AND STATE AS PER MAP RECORDED IN BOOK  
8 34 PAGE 90 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, BEING THAT PORTION  
9 OF MACY (80.00 FEET WIDE) AS DESCRIBED IN THE DEEDS TO THE CITY OF LOS ANGELES,  
10 RECORDED APRIL 14, 1875, IN BOOK 34 PAGE 434 OF DEEDS, RECORDED MAY 15, 1897 AS  
11 INSTRUMENT NO. 36 IN BOOK 1160 PAGE 221 OF DEEDS, AND RECORDED MAY 18, 1897, AS  
12 INSTRUMENT NO. 40 IN BOOK 1154 PAGE 287 OF DEEDS, ALL IN SAID RECORDERS OFFICE AND  
13 BEING THOSE PORTIONS OF MACY STREET (FORMERLY KNOWN AS AVILA STREET) AS SHOWN AND  
14 DEDICATED ON SAID "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D" NOW  
15 VACATED BY THE CITY OF LOS ANGELES ORDINANCE NO. 85810 ON FILE IN CITY CLERKS  
16 OFFICE OF SAID CITY MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

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

24 BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF AVILA STREET, 60 FEET  
25 WIDE, WITH THE SOUTHWESTERLY LINE OF MACY STREET, AS SAID STREETS ARE SHOWN ON MAP  
26 OF TRACT NO. 10151, RECORDED IN BOOK 157, PAGES 45, 46 AND 47, OF MAPS, RECORDS OF  
27 SAID COUNTY; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF MACY STREET, AS  
28 SHOWN ON SAID MAP OF TRACT NO. 10151, A DISTANCE OF 436.34 FEET TO THE FACE OF THE  
29 WEST PORTAL OF SAID SUBWAY STRUCTURE; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID  
30 SOUTHWESTERLY LINE OF MACY STREET AND ALONG THE FACE OF SAID WEST PORTAL A  
31 DISTANCE OF 80 FEET TO A POINT IN THE NORTHEASTERLY LINE OF MACY STREET AS SHOWN  
32 ON SAID MAP OF TRACT NO. 10151; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE  
OF MACY STREET AS SHOWN ON MAP OF SAID TRACT NO. 10151 A DISTANCE OF 504.50 FEET  
TO THE FACE OF THE EAST PORTAL OF SAID SUBWAY STRUCTURE; THENCE SOUTHWESTERLY AT  
RIGHT ANGLES TO SAID NORTHEASTERLY LINE, ALONG THE FACE OF SAID EAST PORTAL TO THE  
SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET AS SHOWN ON  
SAID MAP OF TRACT NO. 10151; THENCE NORTHWESTERLY ALONG SAID PROLONGED LINE 7.64  
FEET TO THE SOUTHEASTERLY LINE OF SAID AVILA STREET; THENCE SOUTHWESTERLY ALONG  
SAID SOUTHEASTERLY LINE OF AVILA STREET TO A POINT IN A LINE PARALLEL WITH AND  
DISTANT 10 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY  
PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET; THENCE NORTHWESTERLY ALONG  
SAID PARALLEL LINE TO THE NORTHWESTERLY LINE OF SAID AVILA STREET; THENCE  
NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

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

26 PARCEL 3:

27 THOSE PORTIONS OF THE R.N. BAKER TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS  
28 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60 PAGE 11 OF  
29 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY  
30 TOGETHER WITH THOSE PORTIONS OF THE BAUCHET TRACT, IN SAID CITY, COUNTY AND STATE,  
31 AS PER MAP RECORDED IN BOOK 37 PAGES 29 AND 30 OF MISCELLANEOUS RECORDS, IN SAID  
32 RECORDERS OFFICE TOGETHER WITH THOSE PORTIONS OF THE SEPULVEDA VINEYARD TRACT, IN  
SAID CITY, COUNTY, AND STATE, FILED IN CASE NO. 33773 SUPERIOR COURT, LOS ANGELES  
COUNTY, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 1422 PAGE 193 OF DEEDS IN  
SAID RECORDERS OFFICE, TOGETHER WITH THOSE PORTIONS OF TRACT NO. 183, IN SAID  
CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 15 PAGE 168 OF MAPS, TOGETHER

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

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

7 BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 3 OF SAIO R.N. BAKER TRACT; THENCE  
8 NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 3 TO 16 INCLUSIVE OF SAIO R.N.  
9 BAKER TRACT TO A POINT, SAID POINT BEING OISTANCE THEREON SOUTH 71 OEGREES 03  
10 MINUTES 10 SECONOS EAST 19.35 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 17 OF  
11 SAIO R.N. BAKER; THENCE NORTH 31 DEGREES 42 MINUTES 00 SECONOS EAST 175.95 FEET TO  
12 A POINT IN THE NORTHERLY LINE OF LOT 63 OF SAIO BAUCHET TRACT, SAIO LAST MENTIONED  
13 POINT BEING OISTANT THEREON SOUTH 87 OEGREES 20 MINUTES 10 SECONDS EAST 24.03 FEET  
14 FROM THE NORTHWEST CORNER OF SAIO LOT 63; THENCE CONTINUING NORTH 31 OEGREES 42  
15 MINUTES 00 SECONOS EAST TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY  
16 LINE OF LOT 50 OF SAIO BAUCHET TRACT; THENCE ALONG SAIO NORTHEASTERLY LINE AND ITS  
17 PROLONGATION THEREOF NORTH 48 OEGREES 31 MINUTES 40 SECONOS WEST TO THE MOST  
18 NORTHERLY CORNER OF SAIO LOT 50; THENCE NORTHEASTERLY ALONG NORTHWESTERLY LINES OF  
19 LOTS 30, 31, 32, 33, 47, 48, AND 49 OF SAIO BAUCHET TRACT AND IT'S PROLONGATIONS  
20 THEREOF TO AND ALONG THE SOUTHEASTERLY LINE OF THE LAND AS DESCRIBED IN THE DECREE  
21 OF OECARATION OF TAKING ENTERED IN UNITED STATES OISTRIC COURT, SOUTHERN  
22 OISTRIC OF CALIFORNIA, CENTRAL OIVISION 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 SAIO COUNTY, AND AMENOMENT WAS ENTERED IN SAIO CASE NO.  
25 12792-WB CIVIL, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 20, 1963, AS  
26 INSTRUMENT NO. 4499 IN BOOK O-2152 PAGE 291 OFFICIAL RECORDS OF SAIO 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 SAIO COUNTY; THENCE NORTHWESTERLY ON SAIO 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 CONOEMNATION 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 SAIO  
NORTHWESTERLY LINE AND IT'S PROLONGATIONS THEREOF TO THE SOUTHWESTERLY LINE OF LOT  
O 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 O OF  
SAIO SEPULVEDA VINEYARD TRACT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAIO  
LOT O 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 OEGREES 41 MINUTES 14  
SECONOS 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 OISTANCE OF 159.77 FEET, SOUTHWESTERLY ALONG  
A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 532.96 FEET THROUGH  
CENTRAL ANGLE OF 29 OEGREES 55 MINUTES 13 SECONDS AN ARC OISTANCE OF 278.32 FEET,  
SOUTH 32 OEGREES 37 MINUTES 56 SECONOS WEST 150.35 FEET, SOUTH 24 OEGREES 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 OISTANCE OF 47.45 FEET TO THE POINT OF TANGENCY WITH THE SOUTHEASTERLY LINE  
OF LOT 7 OF SAIO BAUCHET TRACT; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES  
OF LOTS 7, 9, 11, 13, 15, 17, 19, 21, 23 AND 25 OF SAIO BAUCHET TRACT TO A LINE  
THAT IS PARALLEL WITH OISTANCE 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 O2 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 SAIO BAUCHET TRACT; THENCE SOUTHERLY ALONG THE EASTERLY

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

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

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

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

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

22 PARCEL 5:

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

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

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

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

26 PARCEL 6:

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

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

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

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

PARCEL 7:

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

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

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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 87332 ON FILE IN THE CITY CLERKS OFFICE OF SAID CITY, MORE PARTICULARLY DESCRIBED  
10 AS A WHOLE AS FOLLOWS:

11 LYING BETWEEN A HORIZONTAL PLANE LOCATED AT THE SPRINGING LINE OF VIGNES STREET  
12 SUBWAY STRUCTURES, AS SHOWN ON PLANS NOS. D-4322 AND D-4323 ON FILE IN THE OFFICE  
13 OF THE CITY ENGINEER OF SAID CITY OF LOS ANGELES, SAID SPRINGING LINE BEING  
14 LOCATED AT AN ELEVATION OF 282.66 FEET ABOVE THE OFFICIAL DATUM PLANE OF SAID CITY  
15 OF LOS ANGELES ADOPTED JULY 1, 1925, BY ORDINANCE NO. 52,222, AND A HORIZONTAL  
16 PLANE AT AN ELEVATION OF 329 FEET ABOVE SAID OFFICIAL DATUM PLANE INCLUDED WITHIN  
17 THE VERTICAL PROJECTIONS OF THE HEREINAFTER DESCRIBED BOUNDARIES EXCEPTING THAT  
18 SPACE BETWEEN SAID HORIZONTAL PLANE AT ELEVATION 282.66 FEET AND THE SOFFIT OF  
19 SAID STRUCTURE, AS SHOWN ON SAID PLANS:

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

23 PARCEL 9:

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

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

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

30   
31 Robert L. Mollenhauer, PLS No. 2996

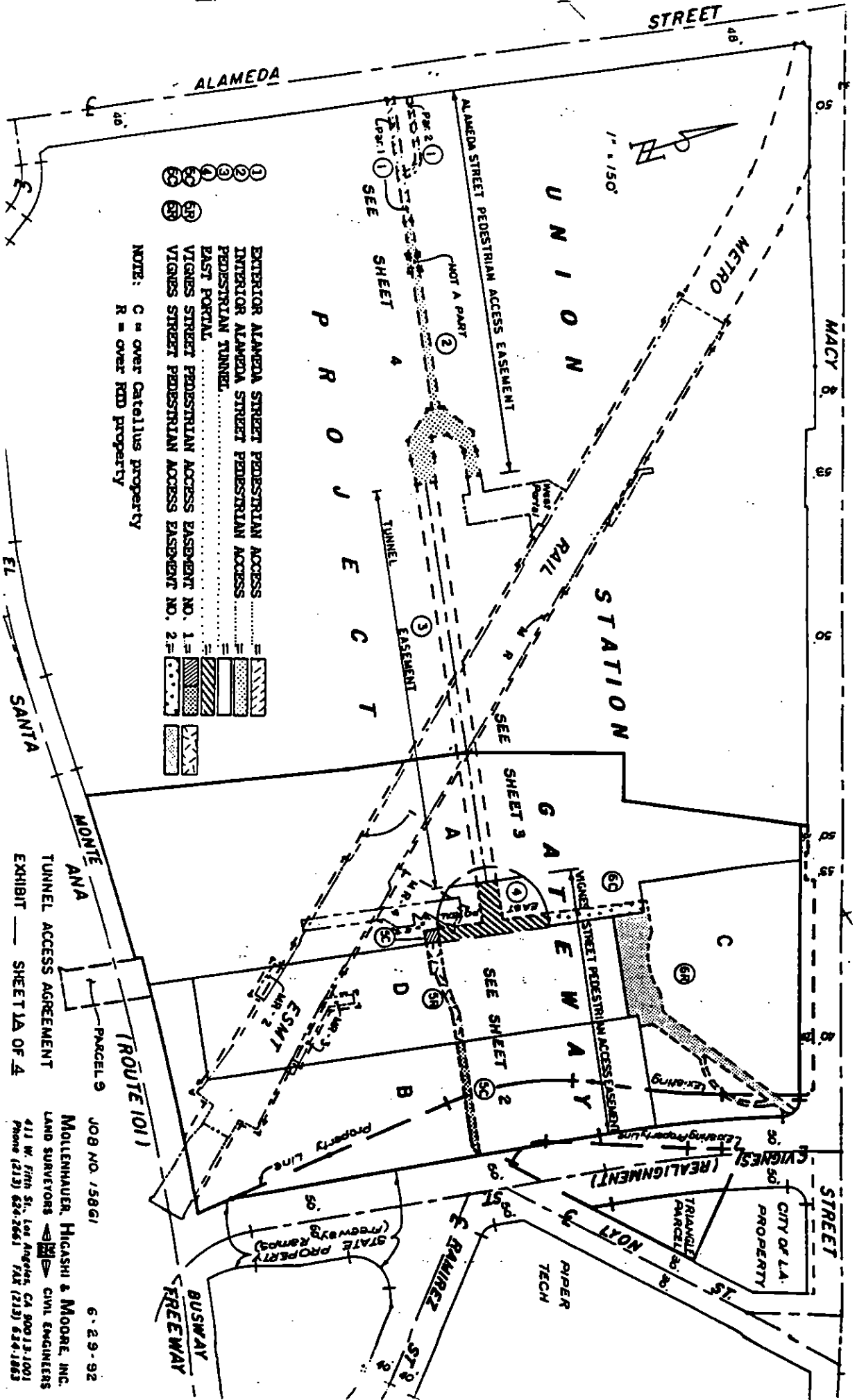


THIS DESCRIPTION  
PREPARED BY MJM  
CHECKED MJM  
TYPED MJM  
COMPARED MJM  
JOB 15861

**EXHIBIT "B"**

**Site Plan**



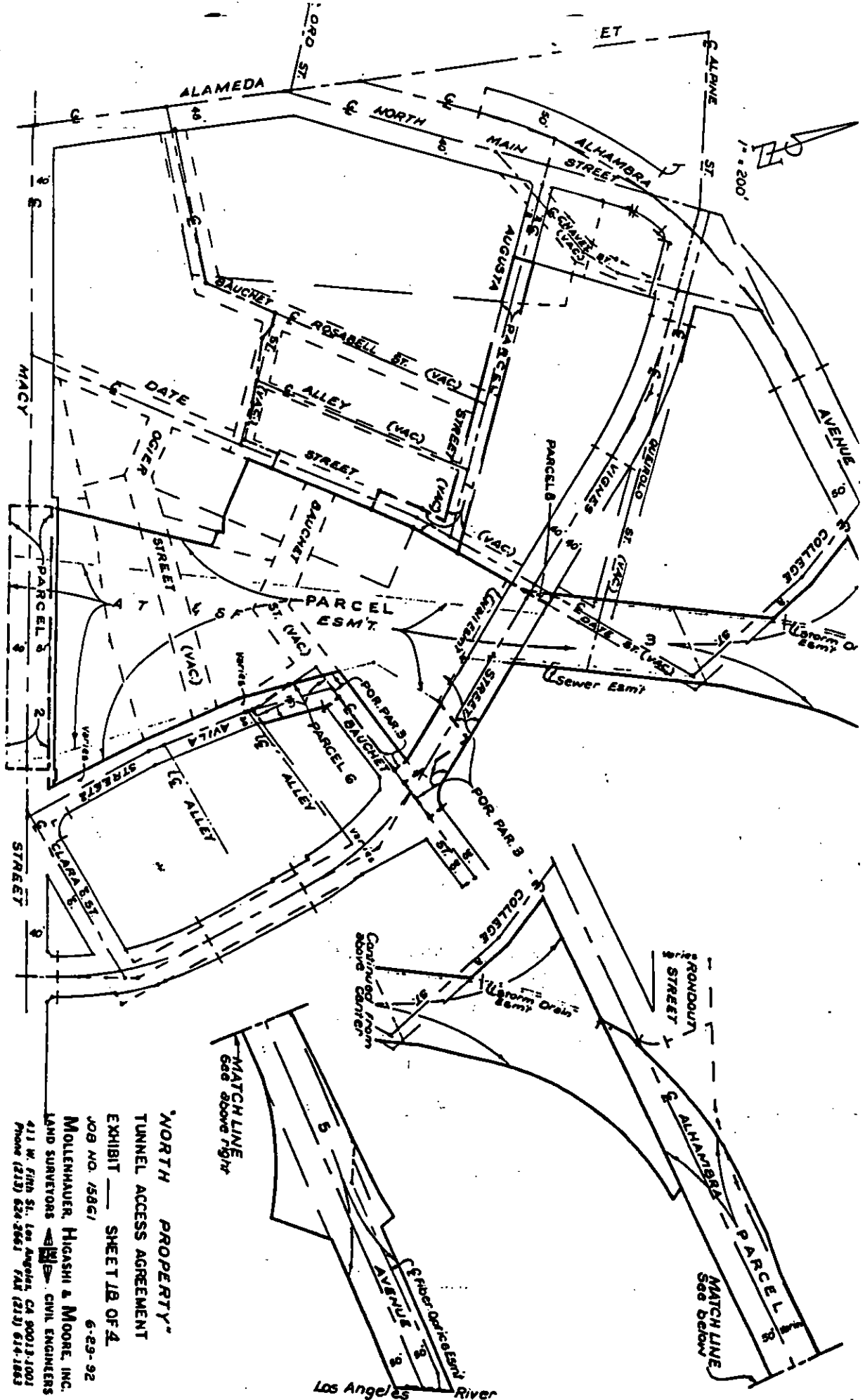


- ① EXTERIOR ALAMEDA STREET PEDESTRIAN ACCESS
- ② INTERIOR ALAMEDA STREET PEDESTRIAN ACCESS
- ③ PEDESTRIAN TUNNEL
- ④ PAST PORTAL
- ⑤ VIGNES STREET PEDESTRIAN ACCESS EASEMENT NO. 1
- ⑥ VIGNES STREET PEDESTRIAN ACCESS EASEMENT NO. 2

NOTE: C = over Castellus property  
R = over RDD property

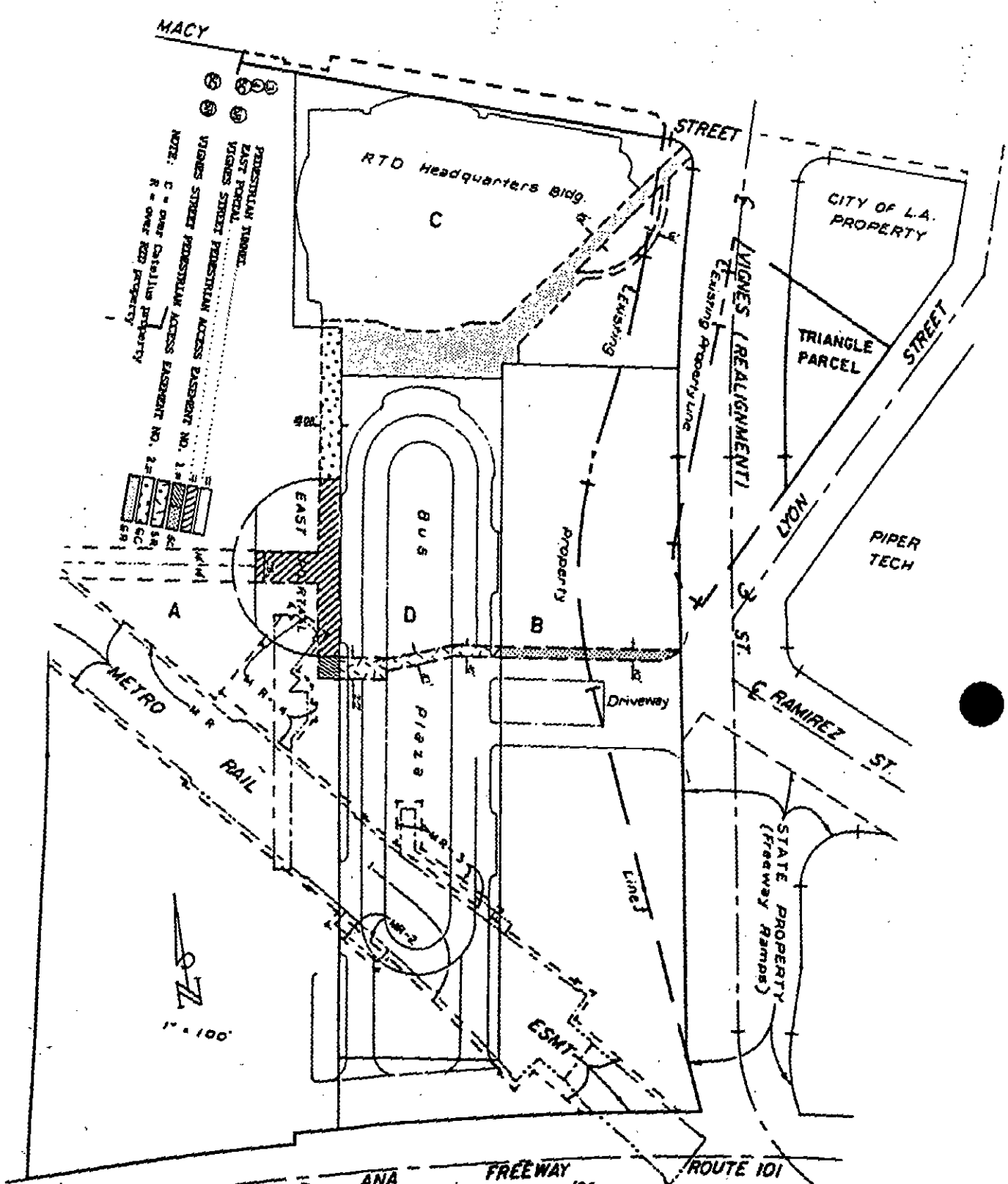
TUNNEL ACCESS AGREEMENT  
EXHIBIT — SHEET 1A OF 4

JOB NO. 15861 6-29-92  
MOLLENAUER, HIGASHI & MOORE, INC.  
LAND SURVEYORS & CIVIL ENGINEERS  
411 W. Fifth St., Los Angeles, CA 90013-1001  
Phone (213) 624-2661 FAX (213) 624-1883



**"NORTH PROPERTY"**  
 TUNNEL ACCESS AGREEMENT  
 EXHIBIT — SHEET 1B OF 4  
 JOB NO. 15861 6-29-92  
 MOLLENAUER, HIGASHI & MOORE, INC.  
 LAND SURVEYORS & CIVIL ENGINEERS  
 411 W. FIRM ST., LOS ANGELES, CA 90013-1001  
 Phone (213) 624-3661 FAX (213) 614-1863

Los Angeles River



④  
 ③  
 ②  
 ①  
 PRESTIPLAN TUNNEL  
 EAST PORTAL  
 VIGNES STREET  
 VIGNES STREET PRESTIPLAN ACCESS EASEMENT NO. 1A  
 VIGNES STREET PRESTIPLAN ACCESS EASEMENT NO. 2A  
 NOTE: C = over Catalina property  
 R = over RTD property  
 V = over Vignes Street property

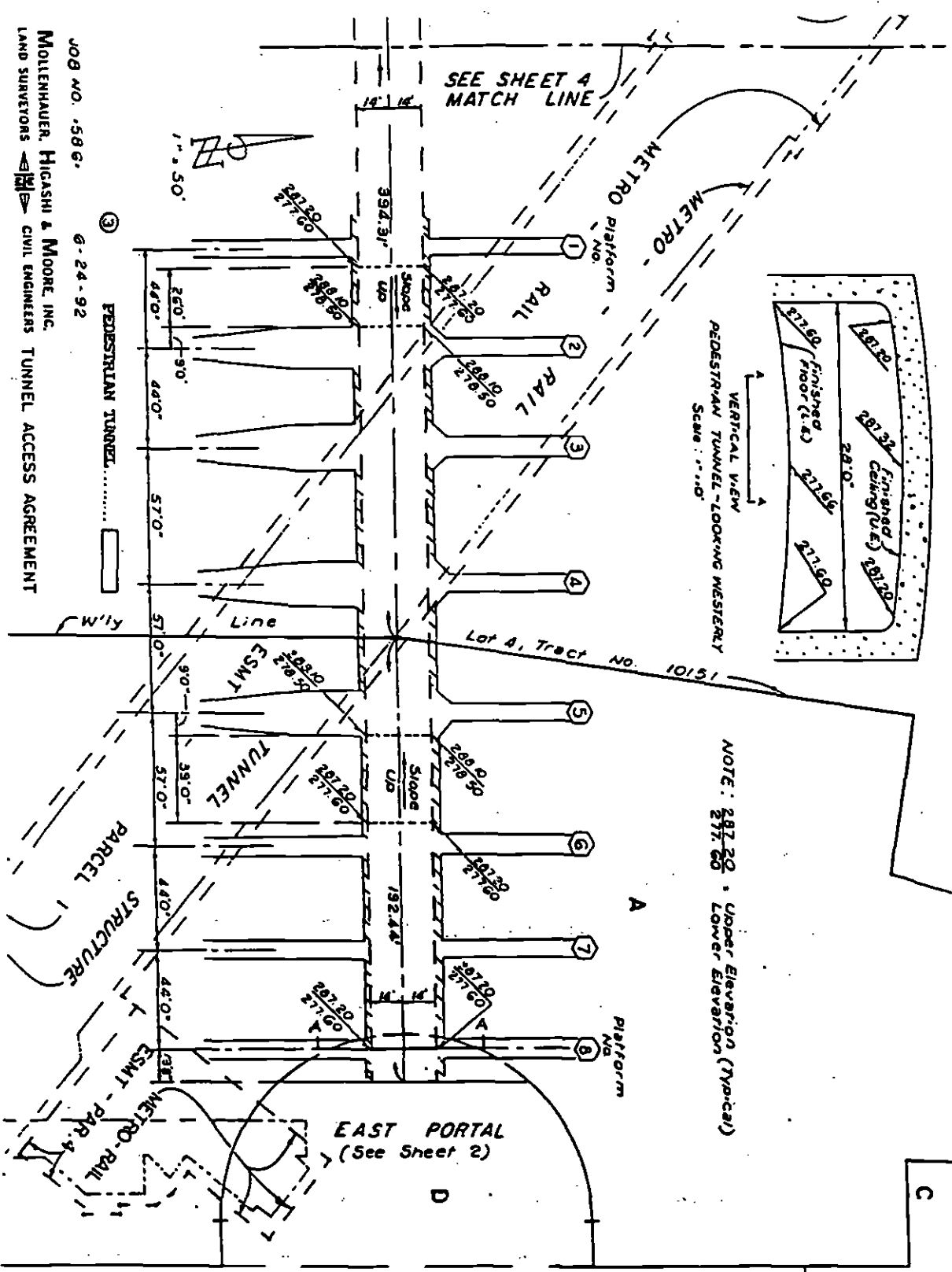
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10



SANTA ANA FREEWAY ROUTE 101  
 JOB NO. 15861  
 6-24-92  
**MOLLENHAUER, HIGASHI & MOORE, INC**  
 LAND SURVEYORS & CIVIL ENGINEERS  
 411 W. Fifth St., Los Angeles, CA 90013-1001  
 Phone (213) 624-2661 FAX (213) 614-1863

TUNNEL ACCESS AGREEMENT  
 EXHIBIT — SHEET 2 OF 4

JOB NO. 5896  
 6-24-92  
 Mollenhauer, Higashi & Moore, Inc.  
 LAND SURVEYORS  
 CIVIL ENGINEERS TUNNEL ACCESS AGREEMENT

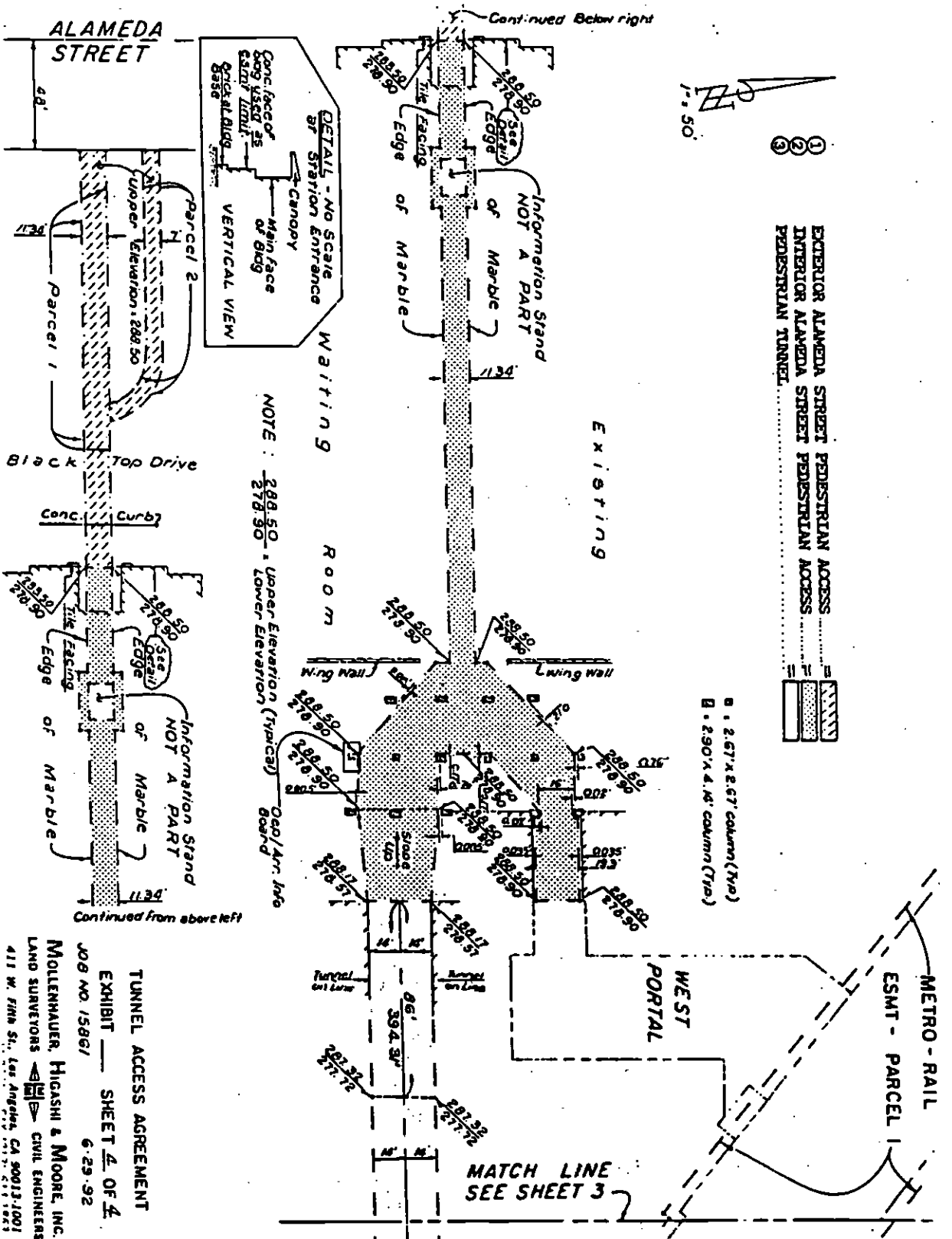


SEE SHEET 4  
 MATCH LINE

VERTICAL VIEW  
 PEDESTRIAN TUNNEL - LOOKING WESTERLY  
 SCALE: 1"=10'

NOTE: 287.20 - Upper Elevation (Typical)  
 271.60 - Lower Elevation (Typical)

EAST PORTAL  
 (See Sheet 2)



- 1
- 2
- 3

EXTERIOR ALAMEDA STREET PEDESTRIAN ACCESS  
 INTERIOR ALAMEDA STREET PEDESTRIAN ACCESS  
 PEDESTRIAN TUNNEL

□ = 2.67' x 2.67' column (Typ)  
 □ = 2.90' x 4.14' column (Typ)

NOTE: 288.50 - Upper Elevation (Typical)  
 278.50 - Lower Elevation (Typical)  
 280.00 - Board/Arr. Lvs

TUNNEL ACCESS AGREEMENT  
 EXHIBIT — SHEET 4 OF 4  
 JOB NO. 15861 6-23-92

MOLLENHAUER, HIGASHI & MOORE, INC.  
 LAND SURVEYORS  
 411 W. FIFTH ST., LOS ANGELES, CA 90013-1001  
 213-621-1663

**EXHIBIT "C-1"**

**Description of Alameda Street  
Pedestrian Access Easement**

[attach interior and exterior descriptions]

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

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

June 24, 1992

INTERIOR ALAMEDA STREET PEDESTRIAN ACCESS  
TUNNEL ACCESS AGREEMENT

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

5  
6 Commencing at the intersection of the easterly prolongation of the southerly  
7 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
8 60 feet wide, as shown on the map of said Tract No. 10151: thence along said  
9 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
10 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
11 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
12 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official  
13 Records, in said office of the County Recorder: thence along a westerly and  
14 southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ}$   
15  $09' 27''$  East 10.86 feet; thence along a line parallel with the centerline of  
16 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
17 South  $10^{\circ} 01' 01''$  West 240.67 feet: thence South  $79^{\circ} 58' 59''$  East 45.00 feet:  
18 thence South  $10^{\circ} 01' 01''$  West 137.50 feet: thence North  $79^{\circ} 58' 59''$  West  
19 19.25 feet to the beginning of a tangent curve concave southeasterly and  
20 having a radius of 80.00 feet: thence southwesterly along said curve  
21 through a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a  
22 line parallel with and distant 58.92 feet westerly, measured at right  
23 angles, from the southerly prolongation of that certain course described  
24 above as having a bearing and distance of "South  $10^{\circ} 01' 01''$  West 137.50  
25 feet": thence along said parallel line South  $10^{\circ} 01' 01''$  West 54.12 feet:  
26 thence North  $79^{\circ} 57' 49''$  West 192.44 feet to the westerly line of said Lot  
27 4: thence continuing North  $79^{\circ} 57' 49''$  West 394.31 feet to the TRUE POINT  
28 OF BEGINNING: thence South  $10^{\circ} 02' 11''$  West 14.00 feet: thence North  $84^{\circ}$   
29  $24' 32''$  West 37.30 feet: thence North  $79^{\circ} 57' 49''$  West 28.08 feet:  
30 thence North  $39^{\circ} 17' 26''$  West 54.00 feet: thence North  $10^{\circ} 02' 11''$  East  
31 6.20 feet: thence North  $79^{\circ} 57' 49''$  West 200.73 feet to Point "A" for  
32 purposes of this description: thence South  $10^{\circ} 02' 11''$  West 3.92 feet:

June 24, 1992

1 INTERIOR ALAMEDA STREET PEDESTRIAN ACCESS-TUNNEL ACCESS AGREEMENT-(CONT.)  
2 thence North  $79^{\circ} 57' 49''$  West 26.68 feet; thence North  $10^{\circ} 02' 11''$  East  
3 3.92 feet; thence North  $79^{\circ} 57' 49''$  West 46.82 feet; thence North  $10^{\circ} 02'$   
4  $11''$  East 11.34 feet; thence South  $79^{\circ} 57' 49''$  East 46.82 feet; thence North  
5  $10^{\circ} 02' 11''$  East 3.92 feet; thence South  $79^{\circ} 57' 49''$  East 26.68 feet;  
6 thence South  $10^{\circ} 02' 11''$  West 3.92 feet; thence South  $79^{\circ} 57' 49''$  East  
7 200.73 feet; thence North  $10^{\circ} 02' 11''$  East 5.11 feet; thence North  $57^{\circ} 30'$   
8  $32''$  East 55.57 feet; thence South  $79^{\circ} 57' 49''$  East 28.08 feet; thence North  
9  $10^{\circ} 02' 11''$  East 1.23 feet; thence South  $79^{\circ} 57' 49''$  East 37.04 feet;  
10 thence South  $10^{\circ} 02' 11''$  West 19.30 feet; thence North  $79^{\circ} 57' 49''$  West  
11 37.04 feet; thence North  $10^{\circ} 02' 11''$  East 2.07 feet; thence North  $79^{\circ} 57'$   
12  $49''$  West 2.90 feet; thence South  $60^{\circ} 19' 43''$  West 32.73 feet; thence South  
13  $10^{\circ} 02' 11''$  West 23.60 feet; thence South  $79^{\circ} 57' 49''$  East 28.08 feet;  
14 thence South  $73^{\circ} 48' 13''$  East 37.41 feet to a point distant North  $10^{\circ} 02'$   
15  $11''$  East 14.00 feet from the TRUE POINT OF BEGINNING; thence South  $10^{\circ} 02'$   
16  $11''$  West 14.00 feet to said TRUE POINT OF BEGINNING.

17  
18 EXCEPT THEREFROM that portion of said land described as follows:

19  
20 Commencing at said hereinabove described Point "A"; thence continuing  
21 North  $79^{\circ} 57' 49''$  West 5.33 feet; thence North  $10^{\circ} 02' 11''$  East 0.32 foot  
22 to the TRUE POINT OF BEGINNING; thence North  $79^{\circ} 57' 49''$  West 16.02 feet;  
23 thence North  $10^{\circ} 02' 11''$  East 10.79 feet; thence South  $79^{\circ} 57' 49''$  East  
24 16.02 feet; thence South  $10^{\circ} 02' 11''$  West 10.79 feet to the TRUE POINT OF  
25 BEGINNING.

26  
27 The above described land being an airspace parcel the Lower and Upper  
28 limits of which are horizontal planes having elevations as shown on EXHIBIT  
29 " " Sheet 4 of 4 Sheets attached hereto and made a part hereof. as  
30 said elevations are based on City of Los Angeles Bench Mark No. 12-04270  
31 having an elevation of 278.352 feet, 1980 Adjustment, based on National  
32



June 24, 1992

1 INTERIOR ALAMEDA STREET PEDESTRIAN ACCESS-TUNNEL ACCESS AGREEMENT-(CONT.)

2 Geodetic Datum of 1929.

3

4 Containing 9,141 square feet.

5

6

7

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

11

12

13

14

15

*Robert L. Mollenhauer*

16

Robert L. Mollenhauer, PLS No. 2996

17

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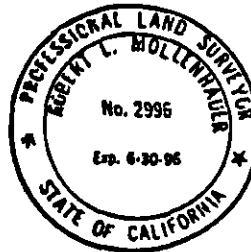
28

29

30

31

32



THIS DESCRIPTION  
PREPARED BY MLM  
CHECKED MLM  
TITLE LC  
COMPARED MLM

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

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

Revised June 29, 1992

EXTERIOR ALAMEDA STREET PEDESTRIAN ACCESS  
TUNNEL ACCESS AGREEMENT

1 PARCEL 1

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

7  
8 Commencing at the intersection of the easterly prolongation of the southerly  
9 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
10 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
11 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
12 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
13 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
14 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official  
15 Records, in said office of the County Recorder; thence along a westerly and  
16 southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet; thence along a line parallel with the centerline of  
17 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
18 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet;  
19 thence South  $10^{\circ} 01' 01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West  
20 19.25 feet to the beginning of a tangent curve concave southeasterly and  
21 having a radius of 80.00 feet; thence southwesterly along said curve  
22 through a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a  
23 line parallel with and distant 58.92 feet westerly, measured at right  
24 angles, from the southerly prolongation of that certain course described  
25 above as having a bearing and distance of "South  $10^{\circ} 01' 01''$  West 137.50  
26 feet"; thence along said parallel line South  $10^{\circ} 01' 01''$  West 54.12 feet;  
27 thence North  $79^{\circ} 57' 49''$  West 192.44 feet to the westerly line of said Lot  
28 4; thence continuing North  $79^{\circ} 57' 49''$  West 394.31 feet; thence South  $10^{\circ} 02' 11''$  West 14.00 feet; thence North  $84^{\circ} 24' 32''$  West 37.30 feet; thence  
29 North  $79^{\circ} 57' 49''$  West 28.08 feet; thence North  $39^{\circ} 17' 26''$  West 54.00  
30 feet; thence North  $10^{\circ} 02' 11''$  East 6.20 feet; thence North  $79^{\circ} 57' 49''$

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LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

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

Revised June 29, 1992

1 EXTERIOR ALAMEDA ST. PEDESTRIAN ACCESS PAR. 1-TUNNEL ACCESS AGREEMENT-(CONT.)  
2 West 200.73 feet; thence South  $10^{\circ} 02' 11''$  West 3.92 feet; thence North  
3  $79^{\circ} 57' 49''$  West 26.68 feet; thence North  $10^{\circ} 02' 11''$  East 3.92 feet;  
4 thence North  $79^{\circ} 57' 49''$  West 46.82 feet to the TRUE POINT OF BEGINNING;  
5 thence continuing North  $79^{\circ} 57' 49''$  West 184.64 feet to the westerly line of  
6 said Lot 2 in the easterly line of Alameda Street, 96 feet wide, as shown on  
7 the map of said Tract No. 10151; thence along said westerly line North  $10^{\circ}$   
8  $01' 01''$  East 11.34 feet to a line parallel with and distant 11.34 feet  
9 northerly, measured at right angles, from that certain course described  
10 above as bearing North  $79^{\circ} 57' 49''$  West from the TRUE POINT OF BEGINNING;  
11 thence along said parallel line South  $79^{\circ} 57' 49''$  East 184.64 feet to a  
12 line bearing North  $10^{\circ} 02' 11''$  East from said TRUE POINT OF BEGINNING;  
13 thence South  $10^{\circ} 02' 11''$  West 11.34 feet to said TRUE POINT OF BEGINNING.

14  
15 The above described land being an airspace parcel the Upper limit of which  
16 is a horizontal plane having an elevation of 288.50 feet as shown on EXHIBIT  
17 " " Sheet 4 of 4 Sheets attached hereto and made a part hereof, as said  
18 elevation is based on City of Los Angeles Bench Mark No. 12-04270 having an  
19 elevation of 278.352 feet, 1980 Adjustment, based on National Geodetic Datum  
20 of 1929.

21  
22 Containing 2,094 square feet.

23  
24 PARCEL 2

25  
26 That portion of Lot 2 of Tract No. 10151, in the City of Los Angeles, in  
27 the County of Los Angeles, State of California, as per map recorded in Book  
28 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder  
29 of said County, within a strip of land 7 feet wide, lying 3.5 feet on each  
30 side of the following described centerline:

31  
32 Commencing at the intersection of the easterly prolongation of the southerly

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LAND SURVEYORS



CIVIL ENGINEERS

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Revised June 29, 1992

1 EXTERIOR ALAMEDA ST. PEDESTRIAN ACCESS PAR. 2-TUNNEL ACCESS AGREEMENT-(CONT.)

2 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street.  
3 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
4 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
5 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
6 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
7 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official  
8 Records, in said office of the County Recorder; thence along a westerly and  
9 southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ}$   
10  $09' 27''$  East 10.86 feet; thence along a line parallel with the centerline of  
11 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
12 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet;  
13 thence South  $10^{\circ} 01' 01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West  
14 19.25 feet to the beginning of a tangent curve concave southeasterly and  
15 having a radius of 80.00 feet; thence southwesterly along said curve  
16 through a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a  
17 line parallel with and distant 58.92 feet westerly, measured at right  
18 angles, from the southerly prolongation of that certain course described  
19 above as having a bearing and distance of "South  $10^{\circ} 01' 01''$  West 137.50  
20 feet"; thence along said parallel line South  $10^{\circ} 01' 01''$  West 54.12 feet;  
21 thence North  $79^{\circ} 57' 49''$  West 192.44 feet to the westerly line of said Lot  
22 4; thence continuing North  $79^{\circ} 57' 49''$  West 394.31 feet; thence South  $10^{\circ}$   
23  $02' 11''$  West 14.00 feet; thence North  $84^{\circ} 24' 32''$  West 37.30 feet; thence  
24 North  $79^{\circ} 57' 49''$  West 28.08 feet; thence North  $39^{\circ} 17' 26''$  West 54.00  
25 feet; thence North  $10^{\circ} 02' 11''$  East 6.20 feet; thence North  $79^{\circ} 57' 49''$   
26 West 200.73 feet; thence South  $10^{\circ} 02' 11''$  West 3.92 feet; thence North  
27  $79^{\circ} 57' 49''$  West 26.68 feet; thence North  $10^{\circ} 02' 11''$  East 3.92 feet;  
28 thence North  $79^{\circ} 57' 49''$  West 46.82 feet; thence North  $10^{\circ} 02' 11''$  East  
29 5.67 feet; thence North  $79^{\circ} 57' 49''$  West 65.7 feet to the TRUE POINT OF  
30 BEGINNING at the beginning of a non-tangent curve, concave southwesterly  
31 and having a radius of 30.5 feet, a radial of said curve to said TRUE POINT  
32 OF BEGINNING having a bearing of South  $79^{\circ} 57' 49''$  East; thence

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Revised June 29, 1992

1 EXTERIOR ALAMEDA ST. PEDESTRIAN ACCESS PAR. 2-TUNNEL ACCESS AGREEMENT-(CONT.)  
2 northwesterly along said curve. through a central angle of 90° an arc  
3 distance of 47.91 feet: thence North 79° 57' 49" West to the westerly line  
4 of said Lot 2 in the easterly line of Alameda Street, 96 feet wide. as  
5 shown on the map of said Tract No. 10151.

6  
7 The sidelines of said strip of land shall be prolonged or shortened so as  
8 to terminate southerly in the northerly line of said hereinabove described  
9 Parcel 1 and to terminate westerly in said westerly line of Lot 2.

10  
11 The above described land being an airspace parcel the Upper limit of which  
12 is a horizontal plane having an elevation of 288.50 feet as shown on EXHIBIT  
13 " " Sheet 4 of 4 Sheets attached hereto and made a part hereof. as said  
14 elevation is based on City of Los Angeles Bench Mark No. 12-04270 having an  
15 elevation of 278.352 feet. 1980 Adjustment. based on National Geodetic Datum  
16 of 1929.

17  
18 Containing 939 square feet.

19  
20  
21  
22 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
23 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
24 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

25  
26  
27  
28 

29 Robert L. Mollenhauer, PLS No. 2996



30  
31  
32  
THIS DESCRIPTION  
PREPARED BY RLM  
CHECKED ML  
TYPED ML  
COMPARED ML

**EXHIBIT "C-2"**  
**Description of Tunnel Easement**

058995-004-012  
06-26-92/0414c

-8-

**RTD/CATELLUS**  
**Tunnel Exhibits**

June 24, 1992  
TUNNEL EASEMENT  
TUNNEL ACCESS AGREEMENT

1 Those portions of Lots 2, 3 and 4 of Tract No. 10151, in the City of Los  
2 Angeles, in the County of Los Angeles, State of California, as per map  
3 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in the office of  
4 the County Recorder of said County, within a strip of land 28.00 feet wide,  
5 lying 14.00 feet on each side of the following described centerline:

6  
7 Commencing at the intersection of the easterly prolongation of the  
8 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
9 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
10 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
11 northerly terminus of that certain course having a bearing and distance of  
12 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
13 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
14 Book 14076, Page 324 of Official Records, in said office of the County  
15 Recorder; thence along a westerly and southerly lines of said Parcel 3  
16 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
17 thence along a line parallel with the centerline of Alameda Street, 96 feet  
18 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
19 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ}$   
20  $01' 01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
21 beginning of a tangent curve concave southeasterly and having a radius of  
22 80.00 feet; thence southwesterly along said curve through a central angle  
23 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
24 distant 58.92 feet westerly, measured at right angles, from the southerly  
25 prolongation of that certain course described above as having a bearing and  
26 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said  
27 parallel line South  $10^{\circ} 01' 01''$  West 54.12 feet to the TRUE POINT OF  
28 BEGINNING; thence North  $79^{\circ} 57' 49''$  West 192.44 feet to the westerly line  
29 of said Lot 4; thence continuing North  $79^{\circ} 57' 49''$  West 394.31 feet.

30  
31 The sidelines of said strip of land shall be prolonged or shortened so as  
32 to terminate easterly, in that certain course and its southerly

June 24, 1992

TUNNEL EASEMENT-TUNNEL ACCESS AGREEMENT (CONT.)

1 prolongation described above as having a bearing and distance of "South 10°  
2 01' 01" West 54.12 feet".

3  
4 The above described land being an airspace parcel the Lower and Upper  
5 limits of which are horizontal planes having elevations as shown on EXHIBIT  
6 " " Sheets 3 and 4 of 4 Sheets attached hereto and made a part hereof, as  
7 said elevations are based on City of Los Angeles Bench Mark No. 12-04270  
8 having an elevation of 278.352 feet, 1980 Adjustment, based on National  
9 Geodetic Datum of 1929.

10  
11 Containing 16,429 square feet.

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

18  
19  
20  
21  
22 

23 Robert L. Mollenhauer, PLS No. 2996



24  
25  
26  
27  
28  
29  
30  
31  
32  
THIS DESCRIPTION  
PREPARED BY RLM  
CHECKED MET/LLM  
TYPED LL  
COMPARED MET/LL



RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

PIRCHER, NICHOLS & MEEKS  
1999 Avenue of the Stars  
Suite 2600  
Los Angeles, California 90067  
Attention: Real Estate Notices (DJL 570-2)

UNION STATION GATEWAY

RECIPROCAL EASEMENT  
AND OPERATING AGREEMENT

by and between

THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT,  
a California public corporation,

and

CATELLUS DEVELOPMENT CORPORATION,  
a Delaware corporation

NOTE: REFERENCE IS HEREBY MADE TO THAT CERTAIN PUBLIC TRANSIT  
USE AGREEMENT ("PTUA") DATED AS OF \_\_\_\_\_, 1992, BY AND  
BETWEEN THE PARTIES HERETO AND RECORDED IN THE OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIFORNIA, ON \_\_\_\_\_, 1992, AS  
INSTRUMENT NO. \_\_\_\_\_. SECTIONS 2.01 THROUGH 2.04,  
2.10 THROUGH 2.13, 2.15 THROUGH 2.18, 2.22, 2.24 AND 2.25 OF  
THE PTUA ARE HEREBY INCORPORATED HEREIN BY THIS REFERENCE; THIS  
DOCUMENT, DURING ITS TERM, SUPERSEDES ALL OTHER PROVISIONS OF  
THE PTUA EXCEPT DEFINED TERMS USED IN SAID SECTIONS, WHICH  
SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE PTUA. ALL  
MODIFICATIONS TO SURVIVING SECTIONS OF THE PTUA SHALL BE  
RECORDED AS AMENDMENTS THERETO AND NOT HERETO.

Form submitted to Chicago Title Company subject to and in  
accordance with Opening of Escrow and Closing Instructions  
dated June 30, 1992 by Catellus and RTD:

Initial: ht Atleahy FQ  
Catellus RTD Chicago Title

Note: Initialing above does not constitute execution of this  
REOA but is merely to identify this document as the one  
submitted to Chicago Title Company aforesaid.

RECIPROCAL EASEMENT AND OPERATING AGREEMENT

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RECIPROCAL EASEMENT  
AND OPERATING AGREEMENT

Exhibit List

<u>Exhibit</u>	<u>Description</u>
Exhibit A-1	- Description of Parcel 1
Exhibit A-2	- Description of Parcel 2
Exhibit A-3	- Description of Triangle Parcel
Exhibit A-4	- Description of West Property
Exhibit A-5	- Description of Union Station Project
Exhibit B	- Additional Land and Vignes Street Realignment
Exhibit C	- Site Plan
Exhibit D	- Design Guidelines [To Be Attached Later]
Exhibit E-1	- Maps of Public Transit Use Areas on Catellus Owned Property
Exhibit E-2	- Map of Public Transit Use Areas on Additional Land to be Owned by Catellus
Exhibit E-3	- Map of RTD Owned Public Transit Use Areas
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Exhibit E-5	- Map of Common Facilities as of Effective Date [To Be Attached Later]
Exhibit F	- Service Easement
Exhibit G-1-	- Common Public Transit Facilities [To Be Attached Later]
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Exhibit H-1	- Cost Allocations
Exhibit H-2	- Expense Allocations

UNION STATION GATEWAY  
RECIPROCAL EASEMENT AND OPERATING AGREEMENT

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

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

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

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

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

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

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



RTD and Catellus hereby further agree as follows:

ARTICLE I  
CERTAIN DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

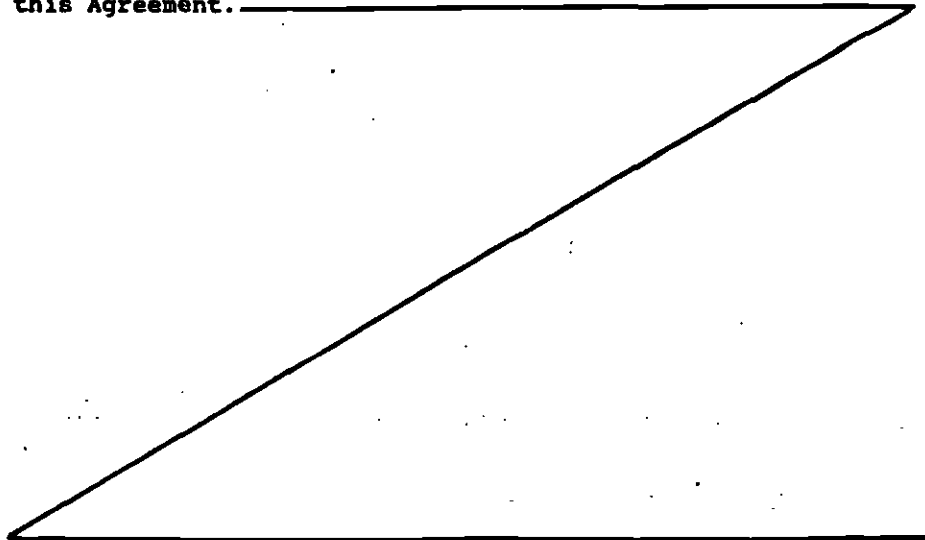
1.79. Subdivision Conditions. The term "Subdivision Conditions" shall mean the conditions and restrictions imposed upon the Property pursuant to the city's approval of any creation, vacation or reconfiguration of lot or parcel lines or streets in accordance with applicable Legal Requirements. Any Subdivision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

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

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

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

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



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

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

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

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



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

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

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

## ARTICLE II

### EASEMENTS AND LICENSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE III

#### CONSTRUCTION OF IMPROVEMENTS

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

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

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

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

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

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

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

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



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

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

#### ARTICLE IV

##### MAJOR CONSTRUCTION WORK

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

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

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

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

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

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

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

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

K. A signage plan.

L. Engineering, mechanical and electrical documents.

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

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

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

#### 4.03. Design Review.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE V

### REGULATION OF USES

#### 5.01. Permitted Uses.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.13. Environmental Hazards.

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

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

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

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

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

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

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

## ARTICLE VI

### OPERATION AND MAINTENANCE

#### 6.01. Authority and Responsibility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

5. Parking Administration.

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

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

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

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

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

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

#### 6.03. Payment of Expenses.

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

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

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

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

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

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

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

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

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

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

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

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

#### 6.04. Appointment of Property Manager.

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

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

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

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

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

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

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

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

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

6.06. Parking Facilities.

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

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

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

D. Right of First Offer.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

ARTICLE VII  
TAXES

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

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

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

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

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

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

#### ARTICLE VIII INSURANCE

##### 8.01. Public Transit Authority Insurance

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

1. Commercial General Liability Insurance. A policy of commercial general liability insurance (occurrence form, if available at commercially reasonable rates) having a combined single limit of not less than Thirty Million Dollars (\$30,000,000) per occurrence, providing coverage for, among other things, blanket contractual liability, premises, products/completed operations and personal injury coverage, with deletion of (a) the exclusion for operations within fifty (50) feet of a railroad track (railroad protective liability), if applicable, and (b) the exclusion for explosion, collapse or underground hazard, if applicable; provided, however, that if any portion of the \$30,000,000 coverage is in the form of a "claims-made" rather than an "occurrence" policy, "tail" coverage for one year must be purchased with limits equal to the claims-made policy.

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

3. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance having

limits not less than those required by state statute, and federal statute, if applicable, and covering all persons employed by the Public Transit Authority in the conduct of its operations on the Property (including the "all states" and the volunteers endorsement, if applicable), together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000).

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

B. General.

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

2. Certificates of Insurance. The Public Transit Authority shall deliver to each other Party and the JMC certificates of insurance with original endorsements for all coverages required by this Section 8.01. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on forms reasonably acceptable to the JMC. The Public Transit Authority shall use reasonable efforts to furnish each other Party and the JMC with certificates of renewal or "binders" thereof at least ten (10) days prior to expiration of the policy, but in all events prior to expiration. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after sixty (60) days' prior written notice to each Party named as additional insured (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least ten (10) days' notice has been given to each additional insured).

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

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

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

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

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

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

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

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

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

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

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

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

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

8.02. Owner Insurance.

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

1. Commercial General Liability Insurance. A policy of commercial general liability insurance (occurrence form, if available at commercially reasonable rates) having a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence, providing coverage for, among other things, blanket contractual liability, premises, products/completed operations and personal injury coverage, with deletion of (a) the exclusion for operations within fifty (50) feet of a railroad track (railroad protective liability), if applicable, and (b) the exclusion for explosion, collapse or underground hazard, if applicable; provided, however, that if any portion of the \$10,000,000 coverage is in the form of a "claims-made" rather than an "occurrence" policy, then "tail" coverage for one year must be purchased with limits equal to the claims-made policy.

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

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

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

B. General.

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

2. Certificates of Insurance. Each owner shall deliver to each other Party and the JMC certificates of insurance with original endorsements for all coverages required by this Section 8.02. The certificates and endorsements of each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on forms reasonably acceptable to the JMC. Each owner shall furnish each other Party and the JMC with certificates of renewal or "binders" thereof at least ten (10) days prior to expiration of the policy, but in all events prior to expiration. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after sixty (60) days' prior written notice to each Party named as additional insureds (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least ten (10) days' written notice has been given to each additional insured).

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

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

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

C. Self-Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## ARTICLE X

### CONDEMNATION

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

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

## ARTICLE XI

### DEFAULTS AND REMEDIES

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

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

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

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

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

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

## ARTICLE XII

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

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

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

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

#### 12.04. Multiple Ownership.

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

12.05. Designation.

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

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

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

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

ARTICLE XIII

MORTGAGEE PROTECTION

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

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

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

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

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

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

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

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

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

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

#### ARTICLE XIV

#### ARBITRATION OF DISPUTES

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

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

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

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

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

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

\_\_\_\_\_  
Catellus  
RTD

**ARTICLE XV**

**MISCELLANEOUS**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.25. Limitation of Liability.

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

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

15.26 Certain Terminology.

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

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

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

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

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

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

**CATELLUS:**

CATELLUS DEVELOPMENT CORPORATION,  
a Delaware corporation

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

Approved as to form:

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

**RTD:**

THE SOUTHERN CALIFORNIA RAPID  
TRANSIT DISTRICT,  
a California public corporation

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

[ADD ACKNOWLEDGMENTS]

EXHIBIT "A-1"

DESCRIPTION OF PARCEL 1

[Attach descriptions of Parcels C & D]

Revised March 6, 1992

PARCEL C AFTER ADJUSTMENT

1 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
2 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of  
3 California, as per map recorded in Book 34, Page 90 of Miscellaneous  
4 Records, in the office of the County Recorder of said County; those  
5 portions of the Peschke Tract, in said City, County and State, as per map  
6 recorded in Book 31, Page 45 of said Miscellaneous Records; that portion  
7 of Lot 5 of Tract No. 10151, in said City, County and State, as per map  
8 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
9 Office; and those portions of City Lands, in said City, County and State,  
10 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
11 Records, described as a whole as follows:

12  
13 Commencing at the intersection of the easterly prolongation of the  
14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
15 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
16 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
17 northerly terminus of that certain course having a bearing and distance of  
18 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
19 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
20 Book 14076, Page 324 of Official Records, in said office of the County  
21 Recorder; thence along a westerly and southerly lines of said Parcel 3  
22 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
23 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
24 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
25 Tract No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  
26  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet;  
27 thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01' 01''$  East  
28 13.75 feet; thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the  
29 westerly line of the land as described in Parcel 1 of the deed to the City  
30 of Los Angeles recorded December 28, 1945, in Book 22651, Page 63 of  
31 Official Records, in said office of the County Recorder being a curve  
32 concave westerly and having a radius of 1000.00 feet, a radial of said



Revised March 6, 1992

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

22  
23  
24 Containing 90,180 square feet

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

30 

31 Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION  
PREPARED BY WHL  
CHECKED RLY  
TYPED RL  
COMPARED RL

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised March 6, 1992

PARCEL D AFTER ADJUSTMENT

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

14  
15 Commencing at the intersection of the easterly prolongation of the southerly  
16 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
17 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
18 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
19 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
20 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
21 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of  
22 Official Records, in said office of the County Recorder; thence along a  
23 westerly and southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet  
24 and South  $71^{\circ} 09' 27''$  East 10.86 feet; thence along a line parallel with the  
25 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
26 No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East  
27 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet to the TRUE POINT OF  
28 BEGINNING; thence continuing South  $10^{\circ} 01' 01''$  West 92.50 feet; thence North  
29  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve concave  
30 southeasterly and having a radius of 80.00 feet; thence southwesterly along  
31 said curve through a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23  
32 feet to a line parallel with and distant 58.92 feet westerly, measured at

Revised March 6, 1992

1 PARCEL D AFTER ADJUSTMENT (CONTINUED)

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

22  
23 Containing 104.091 square feet.

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

28  
29 

30 Robert L. Mollenhauer. PLS No. 2996



31  
32 THIS DESCRIPTION  
PREPARED BY RAM  
CHECKED RAM  
TYPED GP  
COMPARED WTE

EXHIBIT "A-2"

DESCRIPTION OF PARCEL 2

[Attach description of Parcel B]

Revised June 15, 1992

PARCEL B AFTER ADJUSTMENT

1 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
2 Dec'd. in the City of Los Angeles, in the County of Los Angeles, State of  
3 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
4 in the office of the County Recorder of said County; those portions of Lots 4  
5 and 5 of Tract No. 10151, in said City, County and State, as per map recorded  
6 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office; those  
7 portions of Blocks "C" and "D" of the Subdivision of the Aliso Tract, in said  
8 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said  
9 Miscellaneous Records; those portions of the Subdivision of the Ballesteros  
10 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,  
11 Pages 505 and 506 of said Miscellaneous Records; and those portions of City  
12 Lands, in said City, County and State, as per map recorded in Book 2, Pages 504  
13 and 505 of said Miscellaneous Records, described as a whole as follows:  
14  
15 Commencing at the intersection of the easterly prolongation of the southerly  
16 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
17 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
18 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
19 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
20 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
21 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official  
22 Records, in said office of the County Recorder; thence along a westerly and  
23 southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ}$   
24  $09' 27''$  East 10.86 feet; thence along a line parallel with the centerline of  
25 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
26 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet;  
27 thence South  $10^{\circ} 01' 01''$  West 45.00 feet to Point "A" for purposes of this  
28 description; thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01'$   
29  $01''$  East 13.75 feet to the TRUE POINT OF BEGINNING; thence South  $79^{\circ} 58' 59''$   
30 East 109.89 feet to a point in the westerly line of the land as described in  
31 Parcel 1 of the deed to the City of Los Angeles recorded December 28, 1945, in  
32 Book 22651, Page 63 of Official Records, in said office of the County Recorder.

Revised June 15, 1992

PARCEL B AFTER ADJUSTMENT (CONTINUED)

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

Revised June 15, 1992

1 PARCEL B AFTER ADJUSTMENT (CONTINUED)

2 from said Point "A"; thence South 79° 58' 59" East 150.00 feet; thence  
3 North 10° 01' 01" East 630.58 feet to the TRUE POINT OF BEGINNING.

4  
5 EXCEPTING THEREFROM the interest of the State of California that would  
6 pass with legal conveyance of the land as described in Parcel 2 (Amended)  
7 in the Final Order of Condemnation entered in Los Angeles County Superior  
8 Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in  
9 Book 51718, Page 358 of Official Records of said County.

10  
11 Containing 85.293 square feet.

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



18  
19  
20  
21  
22  
23  
24  
25  
26 Robert L. Mollenhauer

27 Robert L. Mollenhauer, PLS No. 2996

28  
29  
30  
31  
32  
THIS DESCRIPTION  
PREPARED BY MLM  
CHECKED MLM  
TYPED MLM  
COMPARED MLM

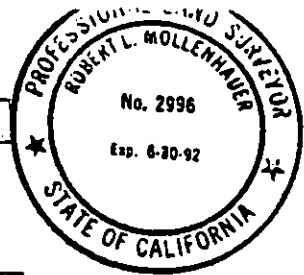
EXHIBIT "A-3"

DESCRIPTION OF TRIANGLE PARCEL

[Attach description labeled "Catellus  
Property Easterly of Existing Vignes Street"]



MOLLENHAUER, HIGASHI & MOORE, INC.  
LAND SURVEYORS  CIVIL ENGINEERS  
411 West Fifth Street, Los Angeles, California 90013  
Phone (213) 624-2661



2

April 10, 1992

CATELLUS PROPERTY EASTERLY OF EXISTING VIGNES STREET

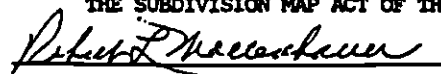
(PARCEL 2 OF CHICAGO TITLE REPORT NO. 9134042)

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

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

25  
26 Containing 31.187 square feet

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

31 

32 Robert L. Mollenhauer, PLS No. 2996

THIS DESCRIPTION  
PREPARED BY ZURIS  
CHECKED MZ  
TYPED GC  
COMPARED MZ

EXHIBIT "A-4"

DESCRIPTION OF WEST PROPERTY

[Attach description of Parcel A]

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS



CIVIL ENGINEERS

5

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised March 6, 1992

PARCEL A AFTER ADJUSTMENT

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

12  
13 Commencing at the intersection of the easterly prolongation of the  
14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
15 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
16 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
17 northerly terminus of that certain course having a bearing and distance of  
18 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
19 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
20 Book 14076, Page 324 of Official Records, in said office of the County  
21 Recorder; thence along a westerly and southerly lines of said Parcel 3  
22 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
23 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
24 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
25 Tract No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58'$   
26  $59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 137.60 feet; thence  
27 North  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve  
28 concave southeasterly and having a radius of 80.00 feet; thence  
29 southwesterly along said curve through a central angle of  $47^{\circ} 25' 50''$  an  
30 arc distance of 66.23 feet to a line parallel with and distant 58.92 feet  
31  
32

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

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Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

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

Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT. (CONTINUED)

2 Court Case No. C416021, a certified copy of which was recorded March 11,  
3 1987, as Instrument No. 87-366265 of said Official Records; thence  
4 westerly along the northerly line of said Parcel 71935-1(Amended), being a  
5 curve concave southerly and having a radius of 4330.00 feet, from a radial  
6 bearing North  $03^{\circ} 53' 26''$  East to said northeasterly corner, through a  
7 central angle of  $03^{\circ} 19' 55''$  an arc distance of 251.81 feet to an  
8 intersection with the most southerly west line of said Lot 4 of Tract No.  
9 10151 or its southerly prolongation; thence along said last mentioned  
10 prolongation and/or along said most southerly west line North  $12^{\circ} 45' 41''$   
11 East 382.05 feet to an angle point in the westerly boundary of said Lot 4;  
12 thence continuing along the westerly boundary of said Lot 4 North  $10^{\circ} 26'$   
13  $24''$  East 175.31 feet to an angle point in said westerly boundary; thence  
14 continuing along said westerly boundary North  $18^{\circ} 43' 18''$  East 225.62 feet  
15 to the northwesterly corner of said Lot 4; thence along the most northerly  
16 line of said Lot 4 and its easterly prolongation South  $70^{\circ} 38' 57''$  East  
17 67.99 feet to the southerly prolongation of said centerline of Avila  
18 Street; thence along said prolongation and said centerline North  $26^{\circ} 25'$   
19  $23''$  East 276.76 feet to the easterly prolongation of the northerly line of  
20 said Lot "A" of Tract No. 10151, said last mentioned northerly line being  
21 the southerly line of Macy Street, 80 feet wide, as shown on the map of  
22 said Tract No. 10151; thence along said last mentioned prolongation South  
23  $71^{\circ} 09' 27''$  East 30.26 feet to the northwesterly line of Lot 5 of said  
24 Subdivision of a Part of the Estate of Ynuario Avila Dec'd, said  
25 northwesterly line being the southeasterly line of said Avila Street, 60  
26 feet wide, as shown on the map of said Tract No. 10151; thence along said  
27 northwesterly line North  $26^{\circ} 25' 23''$  East 20.41 feet to the northwesterly  
28 corner of said Lot 5; thence along the northerly line of said Lot 5 South  
29  $71^{\circ} 09' 27''$  East 10.65 feet to an intersection with the northerly  
30 prolongation of that certain course having a bearing of South  $10^{\circ} 01' 01''$   
31 West which passes through the TRUE POINT OF BEGINNING; thence along said  
32

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Revised March 6, 1992

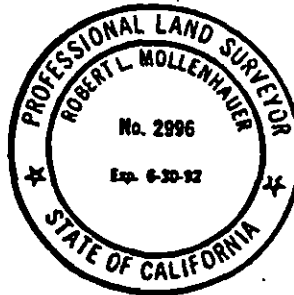
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32

PARCEL A AFTER ADJUSTMENT (CONTINUED)

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

Containing 214.037 square feet

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



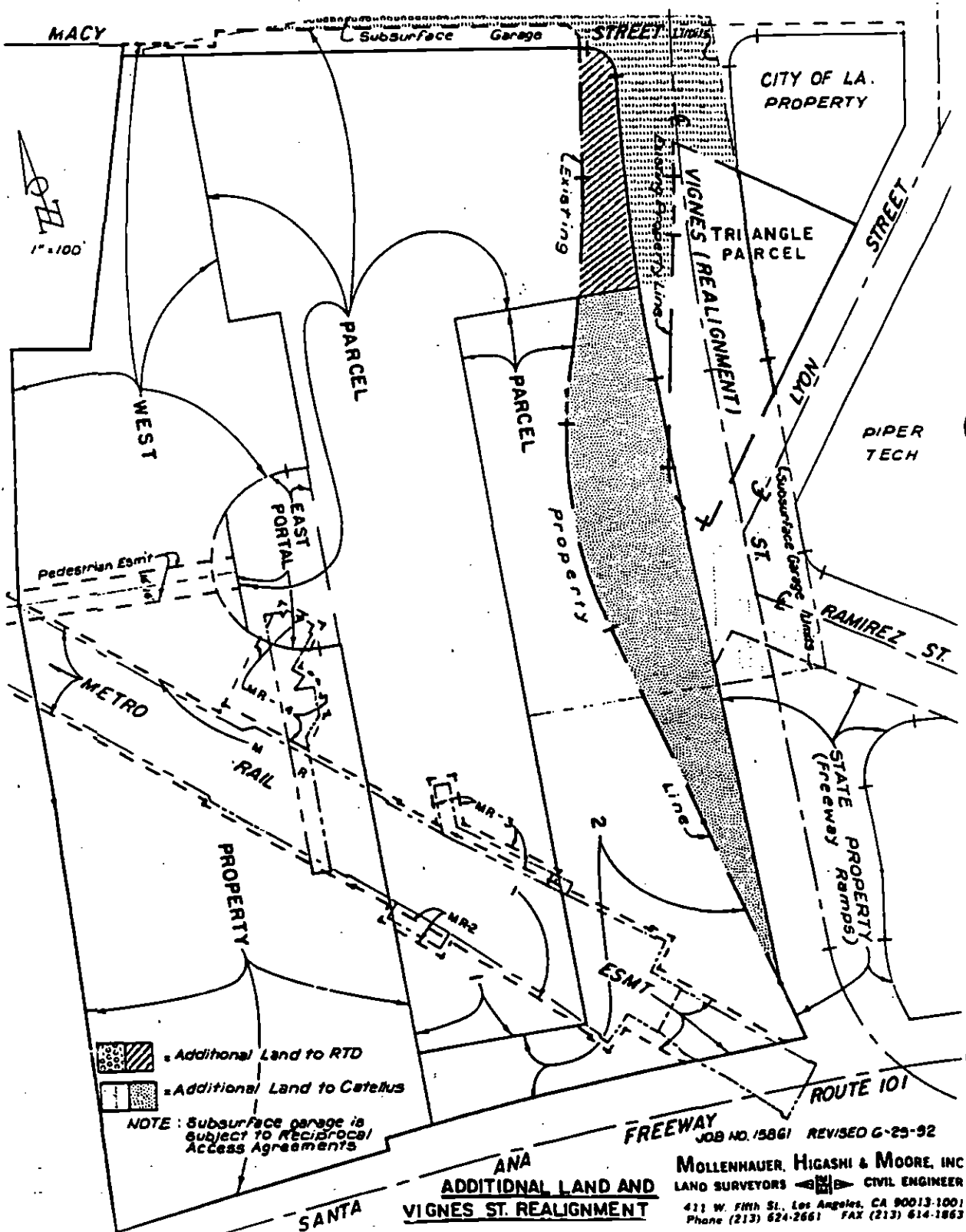
*Robert L. Mollenhauer*

Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION  
PREPARED BY LLM/MS  
CHECKED LLM/MS  
TYPED LLM  
COMPARED MS

EXHIBIT "B"

ADDITIONAL LAND AND VIGNES STREET REALIGNMENT



1" = 100'

-  Additional Land to RTD
-  Additional Land to Catellus

NOTE: Subsurface garage is subject to Reciprocal Access Agreements

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

FREWAY JOB NO. 15861 REVISED 6-29-92


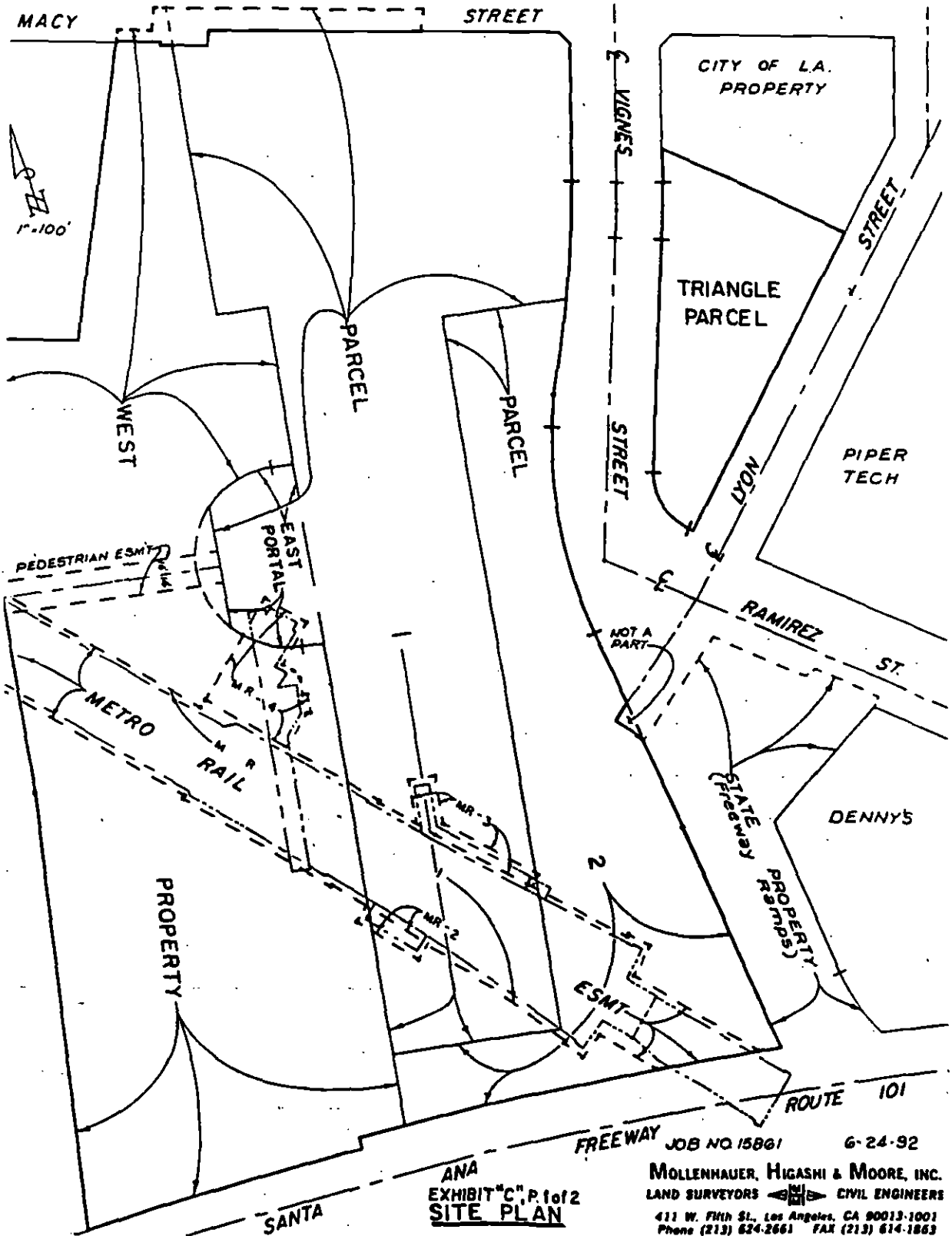
**MOLLENHAUER, HIGASHI & MOORE, INC**  
 LAND SURVEYORS  CIVIL ENGINEER  
 411 W. Fifth St., Los Angeles, CA 90013-1001  
 Phone (213) 624-2661 FAX (213) 614-1863



EXHIBIT "C"

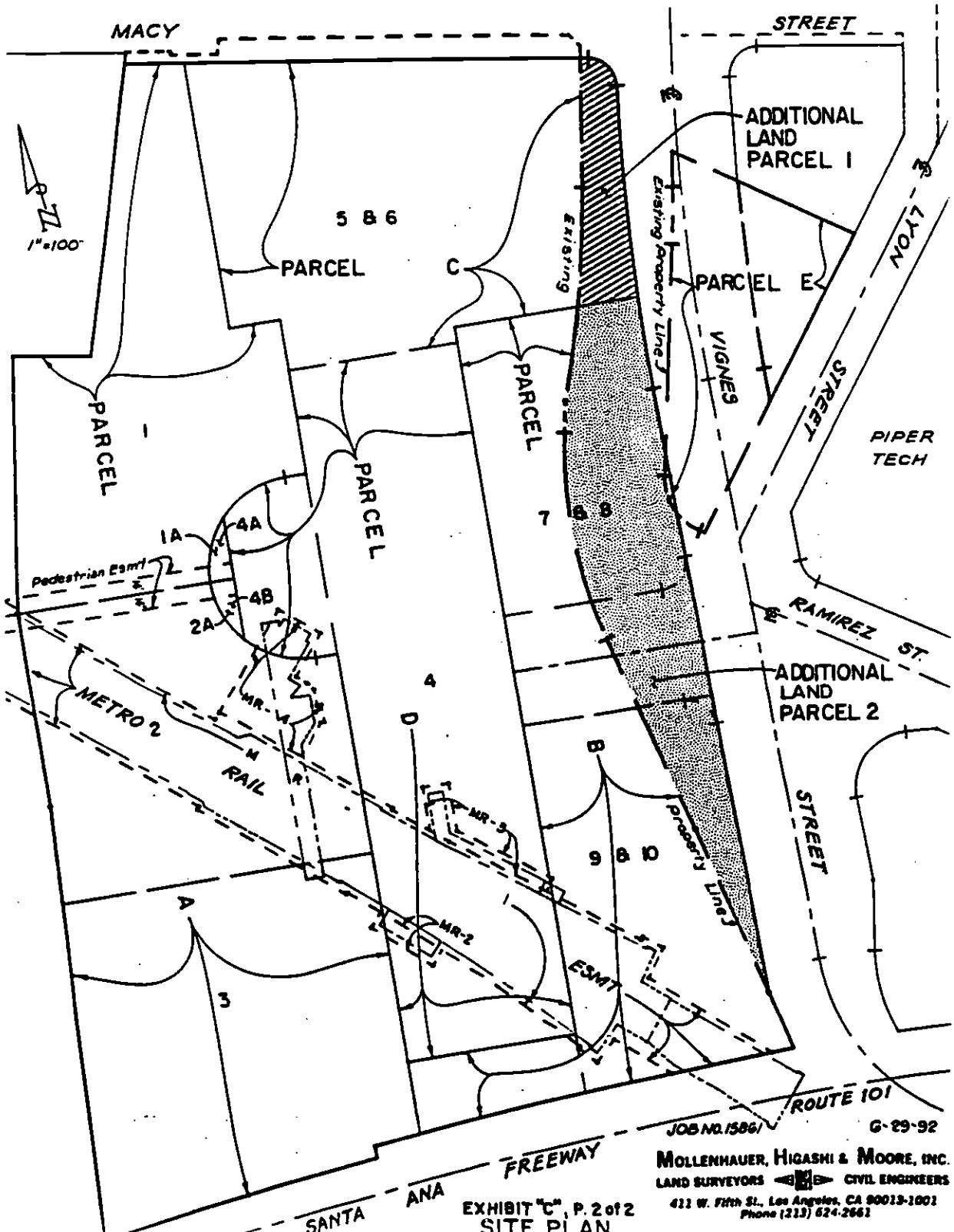
SITE PLAN



ANA  
EXHIBIT "C", P. 1 of 2  
SITE PLAN

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FREEWAY JOB NO 15861 6-24-92



JOB NO. 1586/ G-29-92

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

EXHIBIT "D"

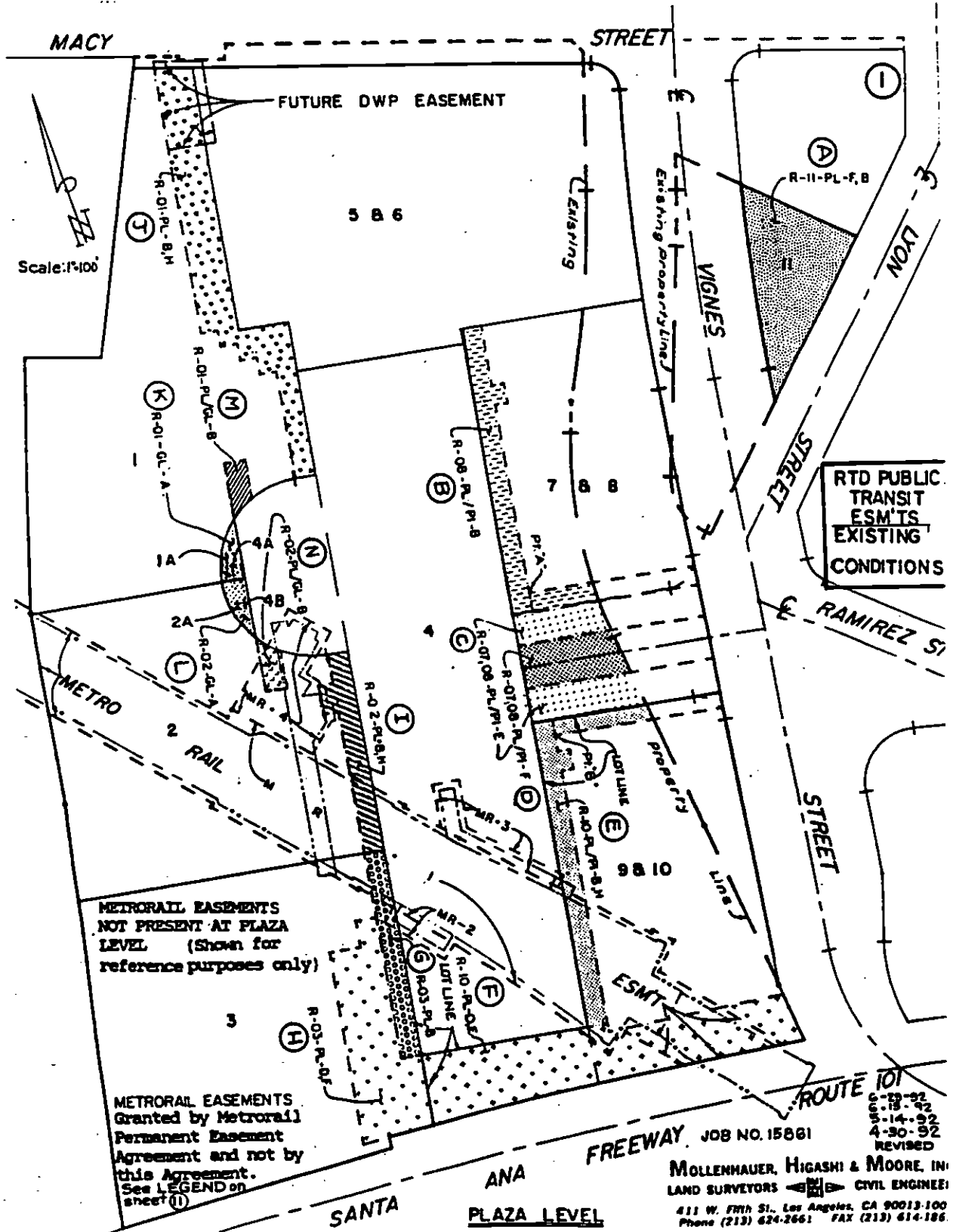
DESIGN GUIDELINES

[To Be Attached Later]

EXHIBIT "E-1"

MAPS OF PUBLIC TRANSIT USE AREAS ON  
CATELLUS OWNED PROPERTY

[Attach Mollenhauer Maps 1, 2 and 3]



MACY STREET

Scale: 1"=100'

FUTURE DWP EASEMENT

586

STREET

VIGNES STREET

LYON STREET

RTD PUBLIC TRANSIT ESM'TS EXISTING CONDITIONS

RAMIREZ ST

METRO RAIL

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

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

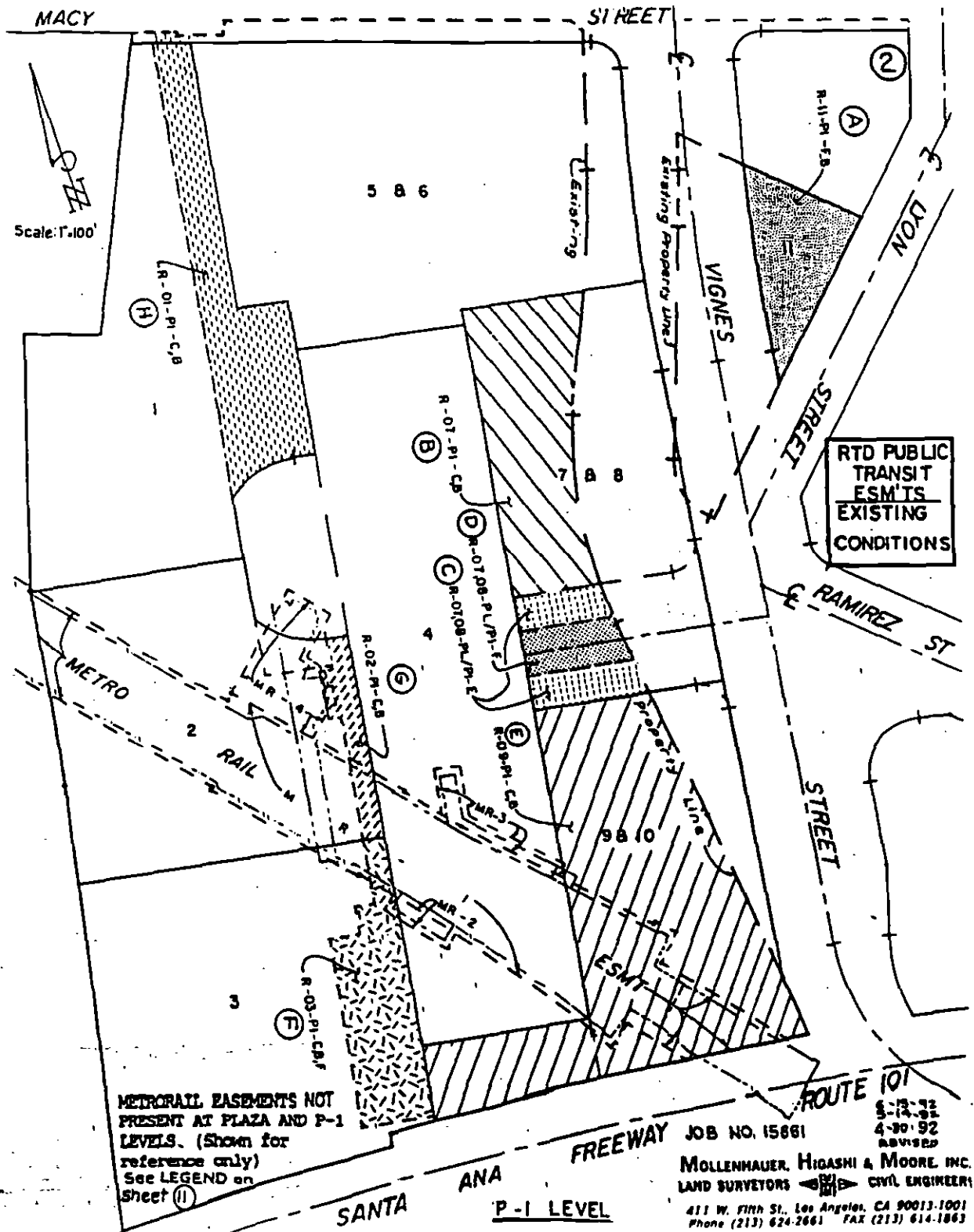
SANTA ANA

PLAZA LEVEL

FREWAY JOB NO. 15861

MOLLENHAUER, HIGASHI & MOORE, INC.  
 LAND SURVEYORS & CIVIL ENGINEERS  
 411 W. 5TH ST., LOS ANGELES, CA 90013-100  
 Phone (213) 624-2661 FAX (213) 614-186

C-27-92  
 S-13-92  
 S-14-92  
 4-30-92  
 REVISED

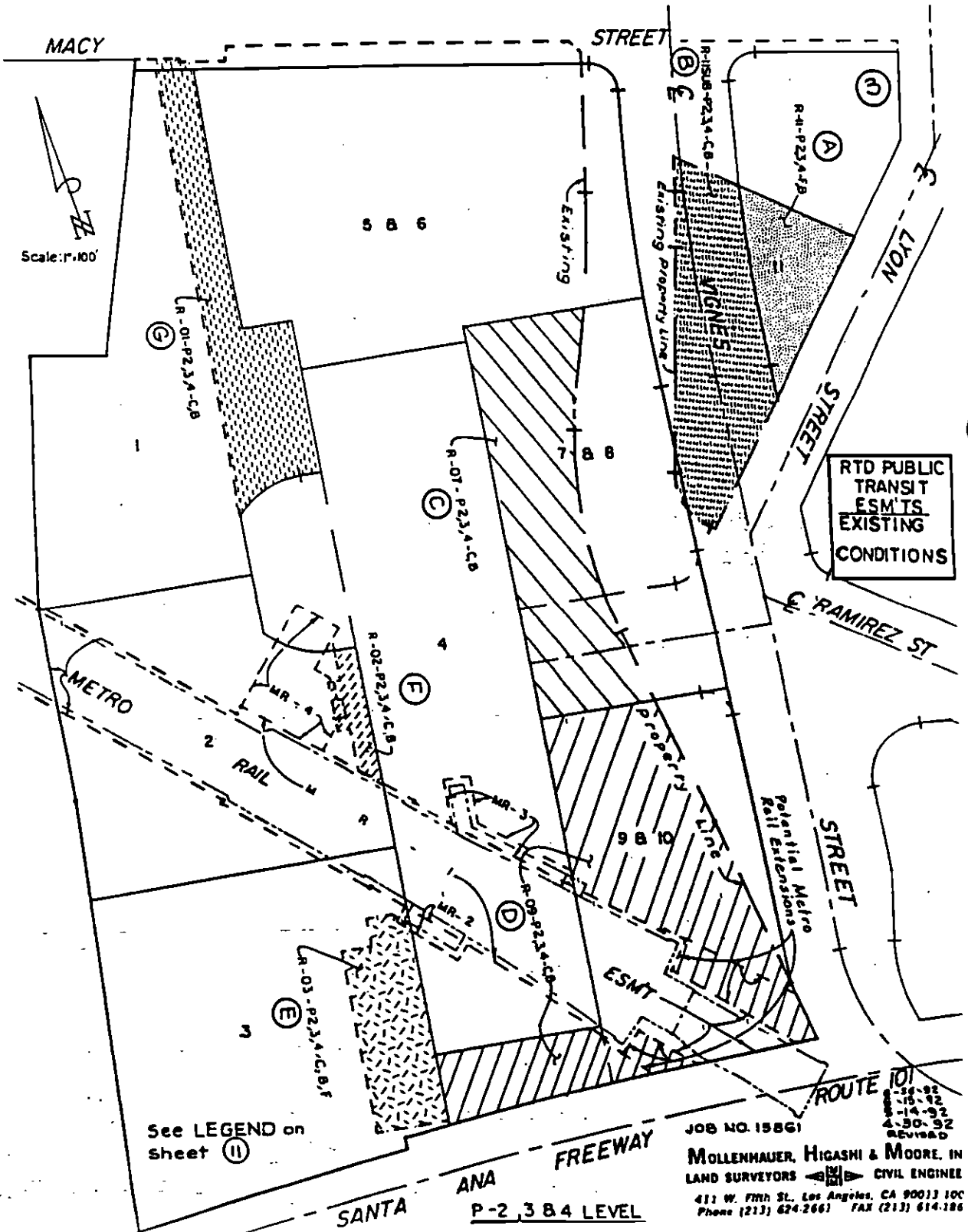


Scale: 1"=100'

RTD PUBLIC TRANSIT ESM'TS EXISTING CONDITIONS

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

JOB NO. 15661  
 8-12-92  
 4-30-92  
 Revised  
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 LAND SURVEYORS CIVIL ENGINEERS  
 411 W. 5TH ST., LOS ANGELES, CA 90013-1001  
 Phone (213) 624-2661 FAX (213) 614-1863



JOB NO. 15861

MOLLENHAUER, HIGASHI & MOORE, INC.  
 LAND SURVEYORS & CIVIL ENGINEERS  
 411 W. Fifth St., Los Angeles, CA 90013 10C  
 Phone (213) 624-2661 FAX (213) 614-186

4-26-92  
 4-16-92  
 4-14-92  
 4-30-92  
 REVISED

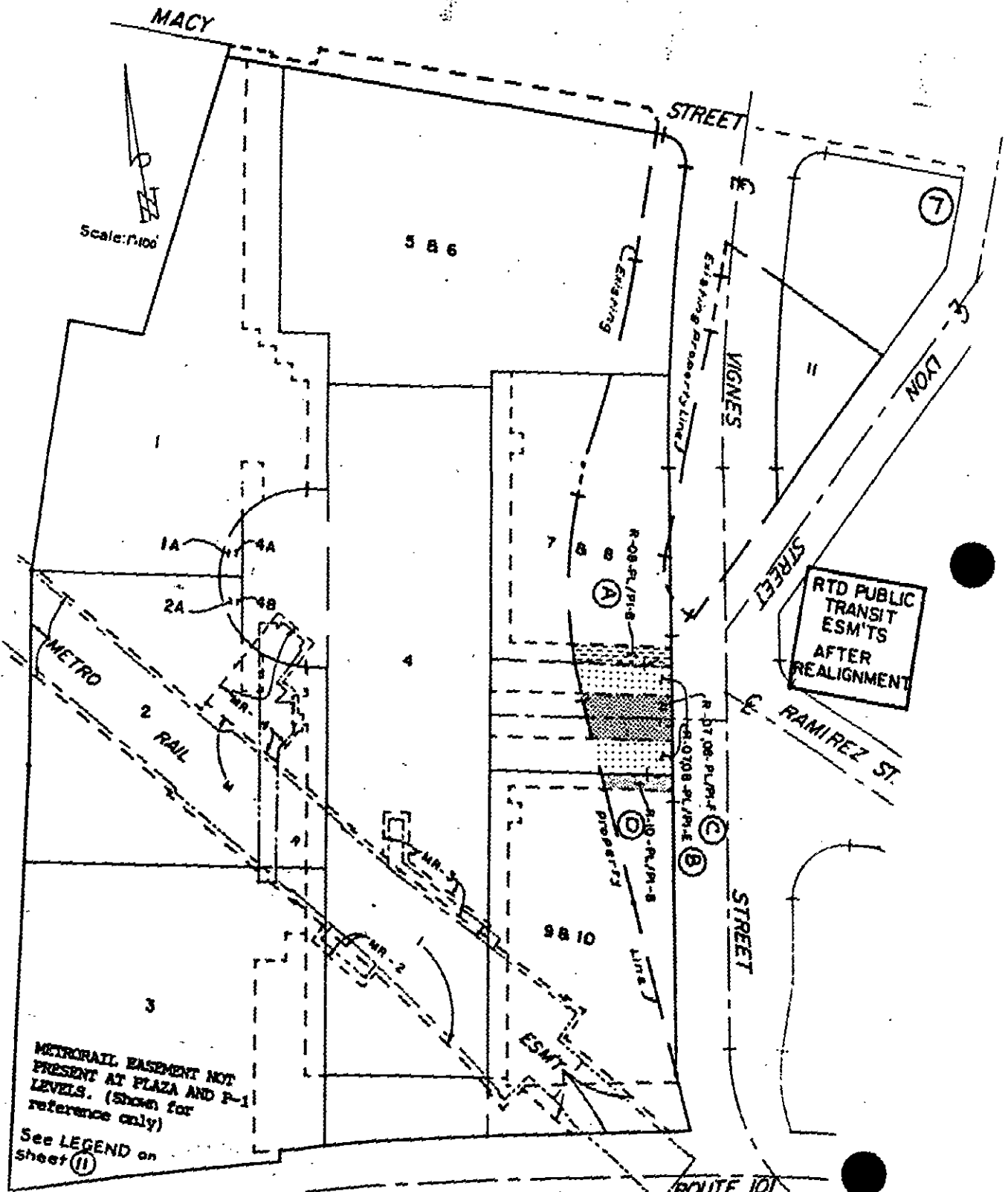
P-2,3 & 4 LEVEL



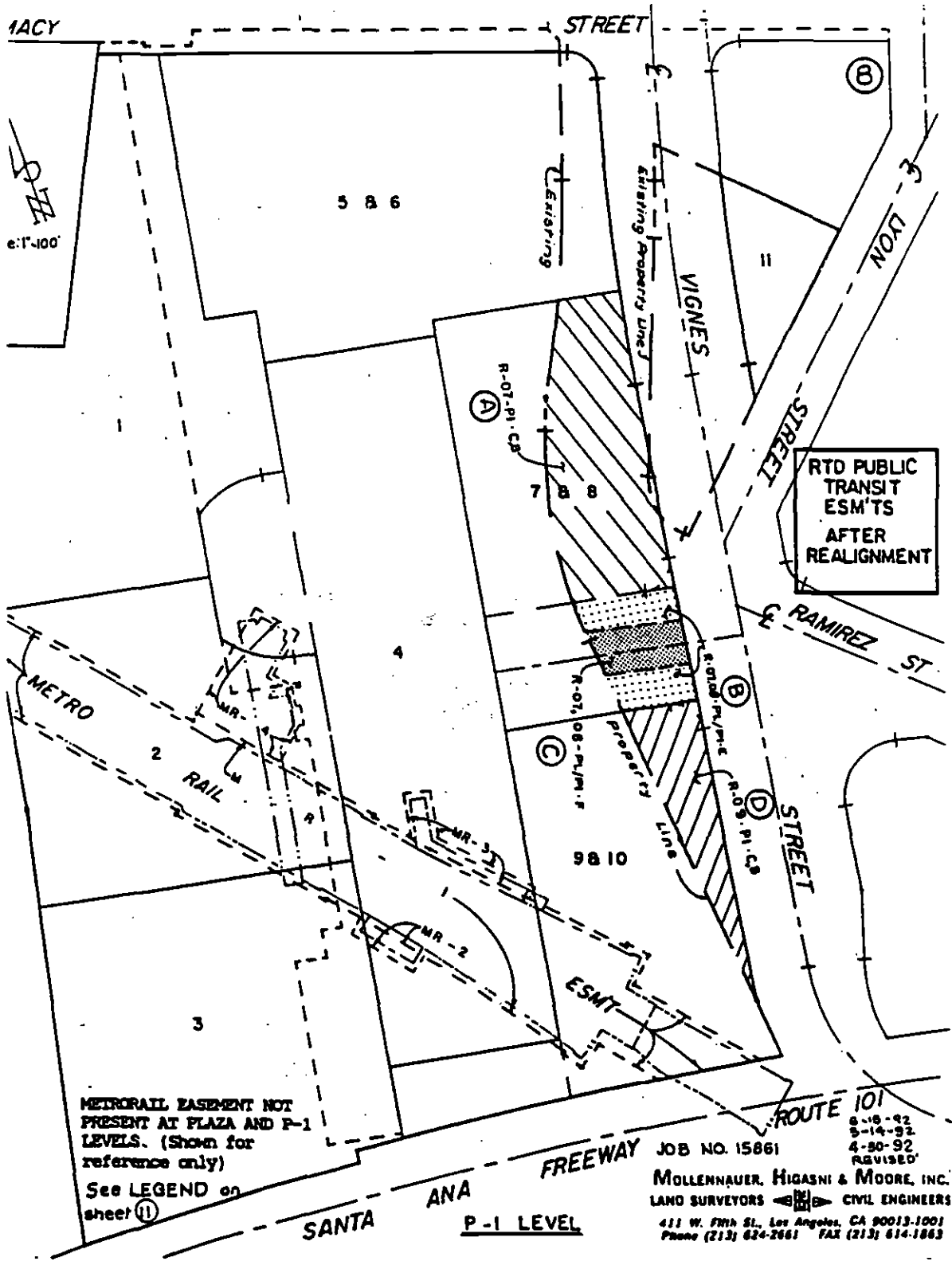
EXHIBIT "E-2"

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

[Attach Mollenhauer Maps 7, 8 and 9]



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



ACY STREET

STREET

586

1" = 100'

Existing

Existing Property Lines

VIGNES STREET

(B)

11

LYON

RTD PUBLIC TRANSIT ESM'TS AFTER REALIGNMENT

RAMIREZ ST

METRO RAIL

2

(A)

R-07-Pl. CS

7

B

8

R-07-08-Pl. CS

C

9810

(B)

Standard Public R.O.S. Pl. CS

(D)

STREET

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

See LEGEND on sheet (1)

SANTA ANA

P-1 LEVEL

FREEWAY

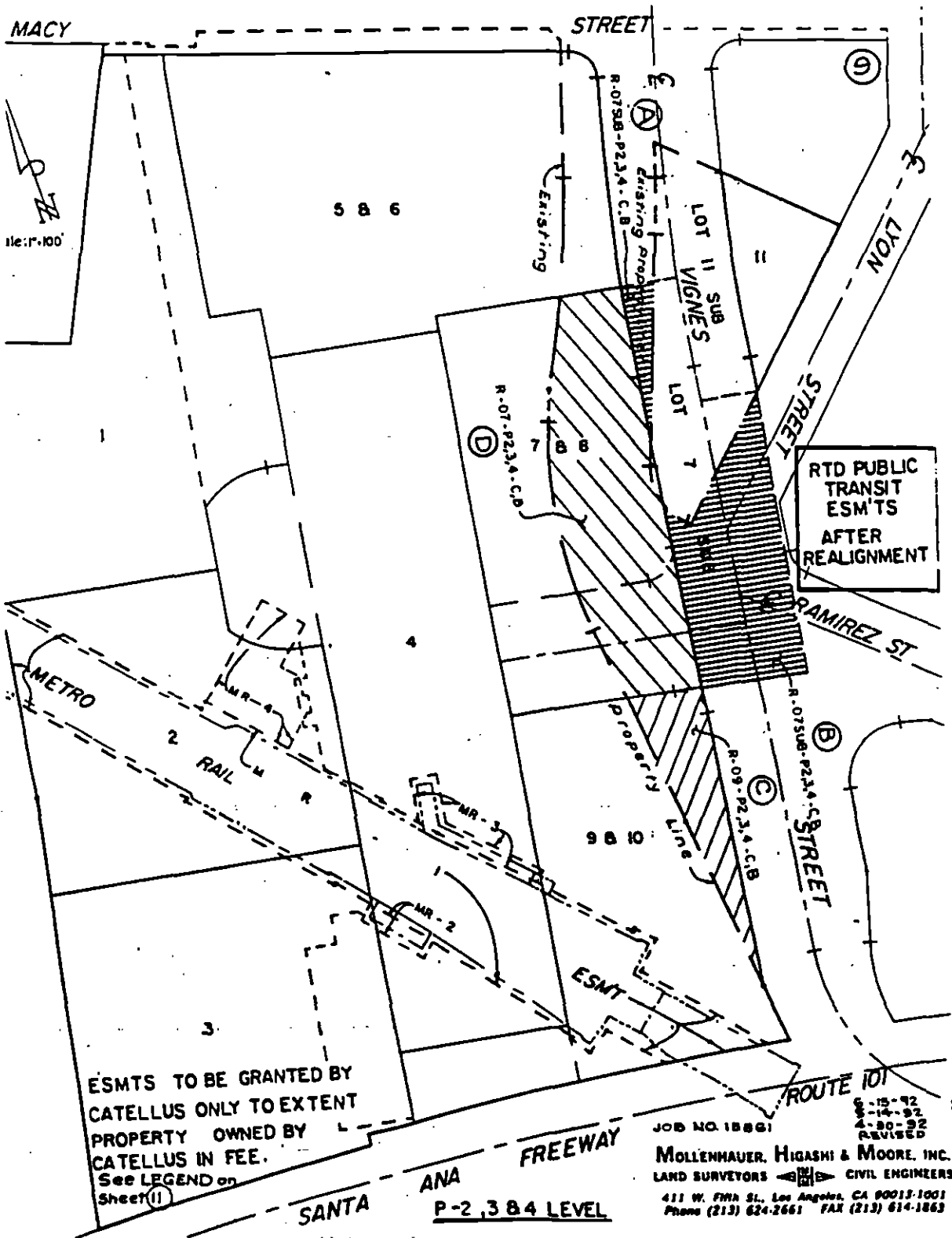
JOB NO. 15861

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

8-18-92  
9-14-92  
4-30-92  
REVISED

ROUTE 101



RTD PUBLIC  
TRANSIT  
ESM'S  
AFTER  
REALIGNMENT

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

JOB NO. 18861  
MOLLENHAUER, HIGASHI & MOORE, INC.  
LAND SURVEYORS & CIVIL ENGINEERS  
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Phone (213) 624-2661 FAX (213) 614-1863

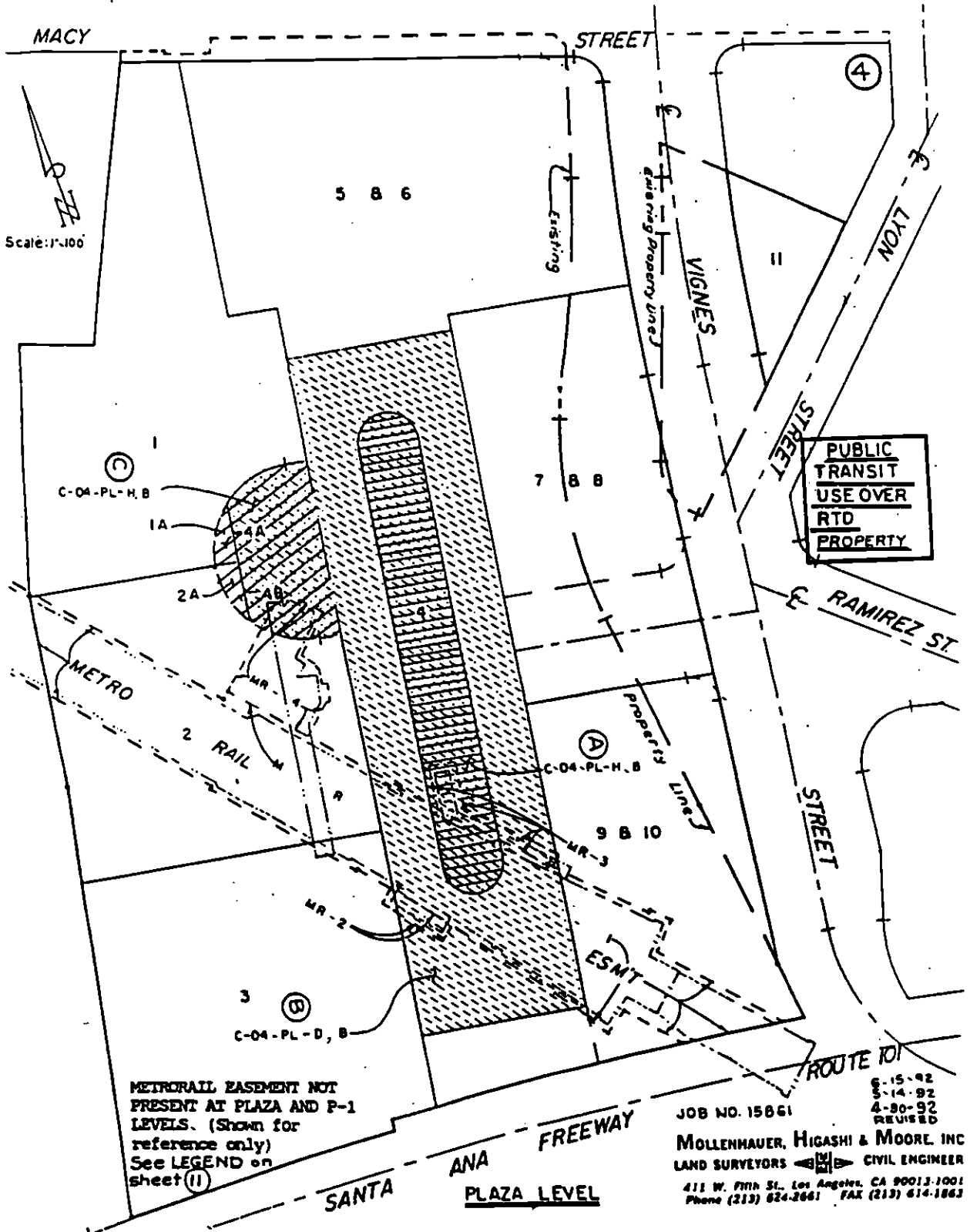
SANTA ANA  
FREeway  
P-2,384 LEVEL

6-15-92  
8-14-92  
4-30-92  
REVISED

EXHIBIT "E-3"

MAP OF RTD OWNED PUBLIC TRANSIT USE AREAS

[Attach Mollenhauer Maps 4, 5 and 6]



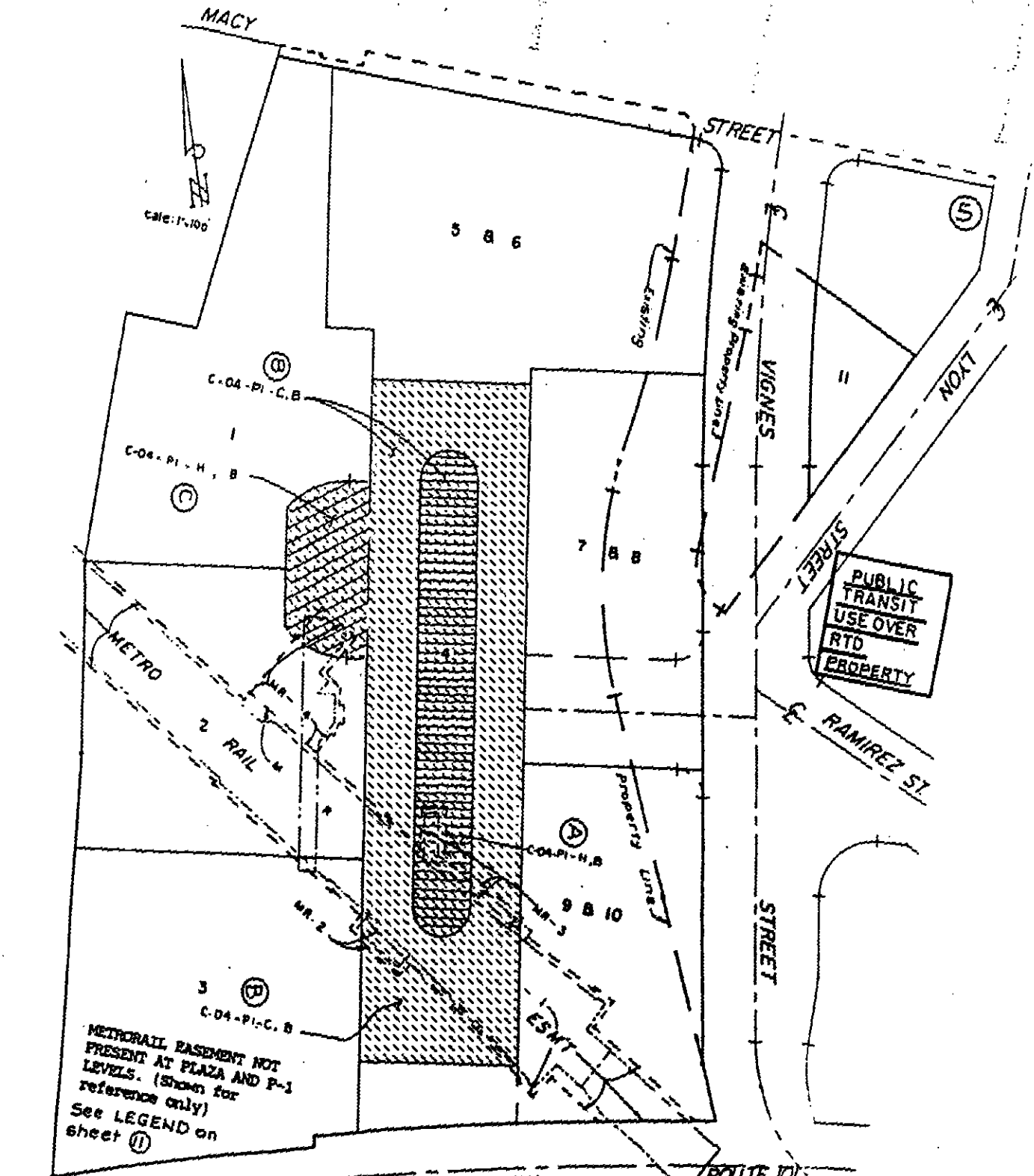
METRO RAIL EASEMENT NOT PRESENT AT PLAZA AND P-1 LEVELS. (Shown for reference only) See LEGEND on sheet (II)

JOB NO. 15861

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 LAND SURVEYORS & CIVIL ENGINEERS

411 W. 7TH ST., Los Angeles, CA 90013-1001  
 Phone (213) 624-2661 FAX (213) 614-1863

6-15-92  
 8-14-92  
 4-30-92  
 REVISED

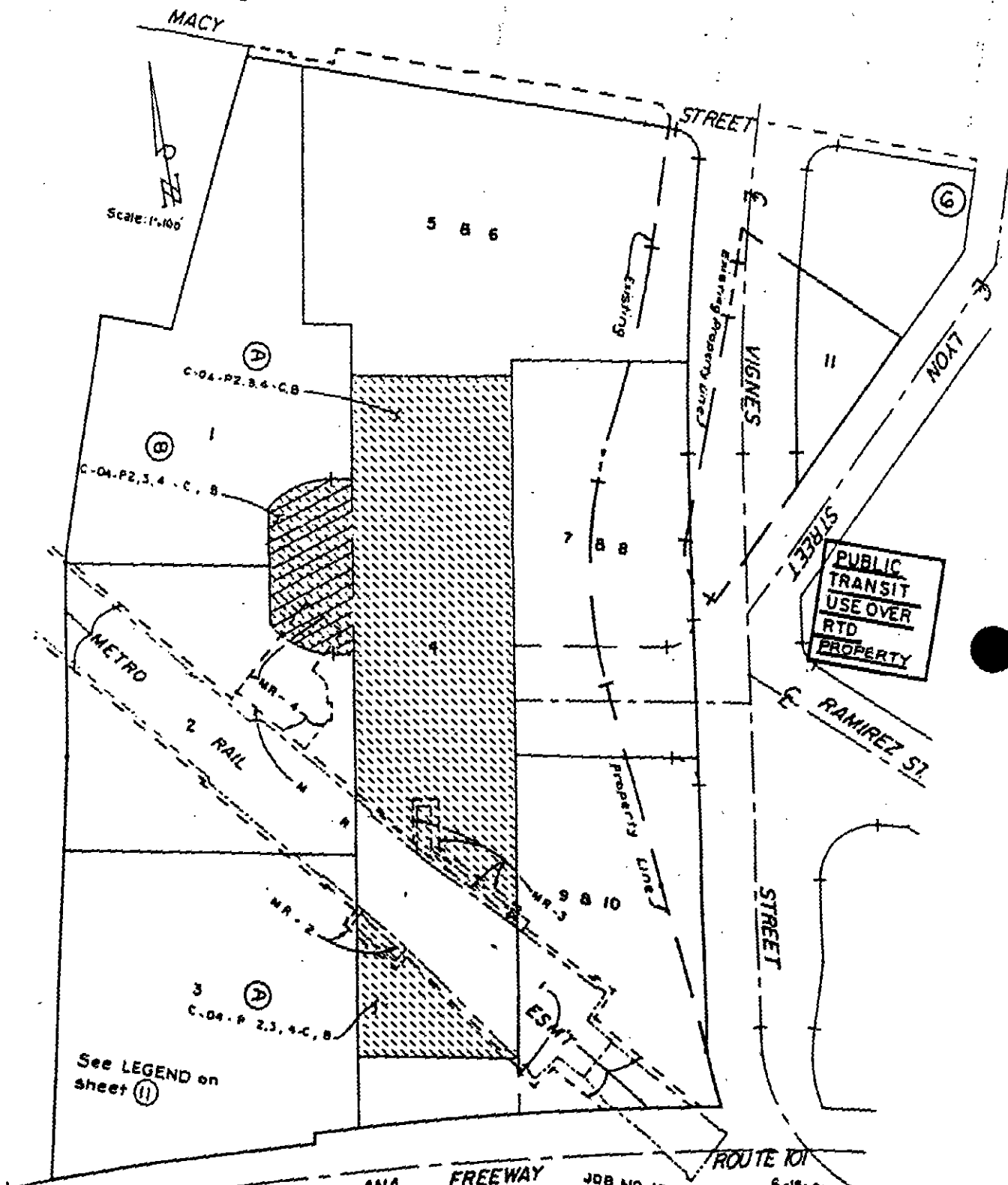


METRO RAIL EASEMENT NOT PRESENT AT PLAZA AND P-1 LEVELS. (Shown for reference only) See LEGEND on sheet ①

JOB NO. 18861

6-15-92  
 2-14-92  
 4-30-92  
 REVISED

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 411 W. 7TH ST., LOS ANGELES, CA 90013-1001  
 Phone (213) 820-2661 FAX (213) 814-1863



See LEGEND on sheet (1)

SANTA ANA FREEWAY  
 P-2,384 LEVEL

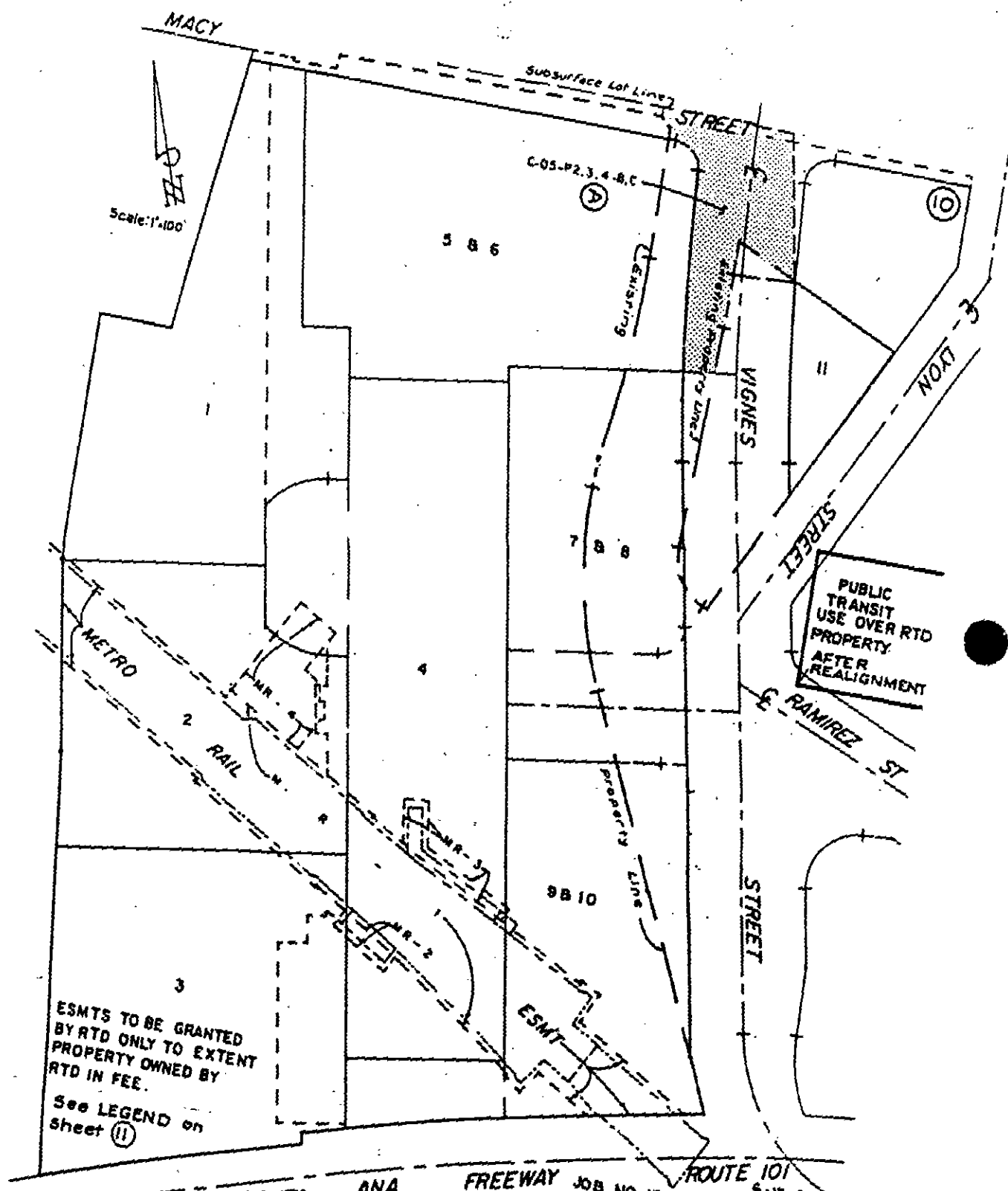
JOB NO. 15861  
 6-15-92  
 5-14-92  
 4-20-92  
 REVISED  
 MOLLENHAUER, HIGASHI & MOORE, INC.  
 LAND SURVEYORS & CIVIL ENGINEERS  
 411 W. FIVE ST., LOS ANGELES, CA 90013-1001  
 Phone (213) 624-3661 FAX (213) 614-1862



EXHIBIT "E-4"

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

[Attach Mollenhauer Map 10]



Scale: 1"=100'

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

See LEGEND on sheet (1)

PUBLIC TRANSIT USE OVER RTD PROPERTY AFTER REALIGNMENT

SANTA ANA FREEWAY  
 P-2.3B.4 LEVEL

JOB NO. 15861  
 6-19-92  
 6-14-92  
 4-30-92  
 R. B. VISKO  
 LAND SURVEYORS & CIVIL ENGINEER  
 411 W. FIVE ST., Los Angeles, CA 90013-1001  
 Phone (213) 824-2661 FAX (213) 814-1863

EXHIBIT "E-5"

MAP OF COMMON FACILITIES AS OF EFFECTIVE DATE

[To Be Attached Later]

EXHIBIT "F"

SERVICE EASEMENT

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

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

Revised June 22, 1992

SERVICE DRIVE FOR CAPELLUS

1 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
2 Dec'd, in the City of Los Angeles, in the County of Los Angeles, State of  
3 California, as per map recorded in Book 34, Page 90 of Miscellaneous  
4 Records, in the office of the County Recorder of said County, described as  
5 follows:

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

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Revised June 22, 1992

1 SERVICE DRIVE FOR CAPELLUS (CONTINUED)

2

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

12

13

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

20

21 Containing 5.149 square feet.

22

23

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

27

28

29

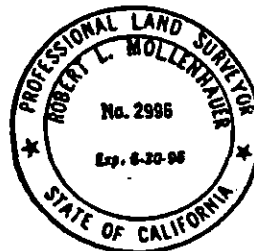
30

31

32



Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION  
PREPARED BY ZVLIS  
CHECKED MEJ/KCM  
TYPED RP  
COMPARER MEJ/KG

MACY

STREET

FUTURE DWP EASEMENT

SERVICE DRIVE

5 & 6

Scale: 1"=100'

Existing

Existing Property Line

VIGNES

11

LYON

CATELLUS SERVICE DRIVE

RAMIREZ ST.

7 & 8

1A 4A  
2A 4B

4

9 & 10

METRO RAIL

Property Line

STREET

3

MR-3  
MR-2  
ESMT

ROUTE 101

JOB NO. 15861

6-19-62

SANTA

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

MOLLENHAUER, HIGASHI & MOORE, INC  
LAND SURVEYORS & CIVIL ENGINEERS  
422 W. FIFTH ST., Los Angeles, CA 90013-2002  
Phone (213) 624-2661

STREET

MACY

VIGNES STREET  
Proposed Property Line

Existing Property

76.8  
Line

40' 20'

40' 20'

53'

30'

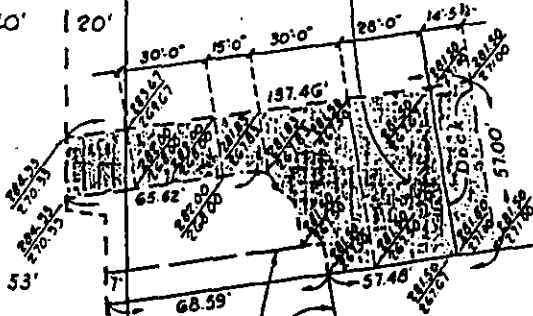
50'

SERVICE DRIVE

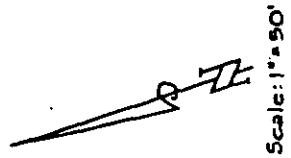
5 & 6

NOTE: 281.50 Upper Elevation (TYPICAL)  
267.50 Lower Elevation

4



FUTURE DWP EASEMENT



Scale: 1" = 50'

JOB NO. 15861      6-19-92  
**MOLLENHAUER, HIGASHI & MOORE, INC.**  
 LAND SURVEYORS      CIVIL ENGINEERS  
 411 W. Fifth St., Los Angeles, CA 90013-1001  
 Phone (213) 624-2661

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



EXHIBIT "G-1"

COMMON PUBLIC TRANSIT FACILITIES

[To Be Attached Later]

EXHIBIT "G-2"

PURE PUBLIC TRANSIT FACILITIES

[To Be Attached Later]

REOA  
EXHIBIT H-1

COST ALLOCATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT H-2

EXPENSE ALLOCATIONS

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

I. Common Expenses

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

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

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

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

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

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

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

## II. JMC Administrative Expenses

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

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

REOA  
EXHIBIT H-1

COST ALLOCATIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

COST ALLOCATION AGREEMENT

This Cost Allocation Agreement, dated as of June 30, 1992, is by and between the Southern California Rapid Transit District ("RTD") and Catellus Development Corporation ("Catellus") and is entered into with reference to the following recitals:

A. RTD and Catellus are parties to a Development Agreement dated as of October 30, 1991, which provides for, inter alia, the joint development of certain public transit and office facilities near Union Station in downtown Los Angeles ("Union Station Gateway").

B. Attached hereto is a copy of Exhibit H-1 to a Reciprocal Easement and Operating Agreement between RTD and Catellus ("REOA") which is undated and which RTD and Catellus anticipate will be executed and recorded after the RTD Headquarters EIR is certified, anticipated to occur prior to December 31, 1992.

C. Exhibit H-1 to the REOA contains certain "cost allocations" between RTD and Catellus which both desire shall be binding as between them effective as of the date of this Cost Allocation Agreement.

NOW, THEREFORE, in reference to the foregoing recitals, RTD and Catellus hereby agree as follows:

1. The obligations of Catellus as set forth in Exhibit H-1 attached hereto shall be binding on Catellus, subject to its terms, as of the date of this Cost Allocation Agreement and shall remain obligations of Catellus whether or not the REOA is ever executed and/or recorded and (other than as specifically set forth in Exhibit H-1) whether or not any office buildings or other improvements are ever constructed by either RTD or Catellus at Union Station Gateway.

2. Until such time as the "Notice of Lien" is recorded in accordance with Exhibit H-1, Catellus agrees to give a copy of this Cost Allocation Agreement and Exhibit H-1 to (a) any purchaser(s) or prospective purchaser(s) of all or any portion of Catellus property identified in Exhibit H-1; and (b) any lender(s) or prospective lender(s) which intends to take a security interest in all or any portion of Catellus' property identified in Exhibit H-1.

3. The obligations of Catellus under this Cost Allocation Agreement may be enforced by specific performance in any court of law or equity including any U.S. Bankruptcy Court which may have jurisdiction over RTD or Catellus or the property identified herein.

THE SOUTHERN CALIFORNIA RAPID  
TRANSIT DISTRICT

By: Arthur P. Leahy  
Arthur Leahy, General Manager  
Pro Tem

CATELLUS DEVELOPMENT CORPORATION,  
a Delaware Corporation

By: Theodore L. Tanner  
Theodore L. Tanner,  
Vice President Development

6006-4420-5587w  
058995-004-012

June 30, 1992

Chicago Title Company  
700 South Flower Street  
Suite 900  
Los Angeles, California 90017

Attention: Ms. Lois Degler, Escrow Officer  
Escrow No. 73575-50 and

Mr. Parm Coburn, Title Officer

Re: THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT,  
a public corporation ("RTD") and CATELLUS  
DEVELOPMENT CORPORATION, a Delaware corporation  
("Catellus"), Instructions for Opening Escrow  
("Escrow") and Closing ("Closing") with respect  
to Title Company Order Nos. 9201512-64 and  
9134056-64 for Exchange by RTD and Catellus of  
certain real property and easements located in  
the vicinity of Union Station, City and County of  
Los Angeles, California

Ladies and Gentlemen:

These Opening of Escrow and Closing Instructions are jointly delivered to you by RTD and Catellus in connection with the simultaneous exchange by RTD with Catellus of the property described on Exhibit "A" (the "RTD Property") for the property and certain public transit easements described on Exhibit "B" (the "Catellus Property"), which exchange shall take place pursuant to that certain Development Agreement between RTD and Catellus dated as of October 30, 1991 (the "Development Agreement"). These instructions are not intended to supersede the terms and provisions of the Development Agreement. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Development Agreement.

Upon receipt of this letter, you are authorized and instructed to open Escrow with respect to the above described transactions. Escrow shall be closed only in accordance with

the following instructions. You shall place any sums received in escrow in an interest bearing account established pursuant to separate "Deposit Instructions for Interest Bearing Account" delivered to you concurrently herewith, and interest accruing thereon shall be payable in accordance with the provisions of Section 2.2., or if applicable, Section 5.

1. Delivery of Documents and Funds.

1.1 You have received or will receive from RTD the following executed original documents or original counterparts of documents:

1.1.1 Grant Deed conveying the RTD Property to Catellus (the "RTD Grant Deed") in recordable form and acknowledged;

1.1.2 RTD Certificate of Non-Foreign Status;

1.1.3 RTD Withholding Exemption Certificate;

1.1.4 Public Transit Use Agreement in recordable form and acknowledged;

1.1.5 Tunnel Access Agreement in recordable form and acknowledged;

1.1.6 Memorandum of Development Agreement (the "Memorandum") in recordable form and acknowledged;

1.1.7 An incumbency certificate certified by RTD's Secretary permitting execution of the documents listed in this Section 1.1 by the signatory thereto and Resolutions enacted by RTD's Board of Directors and certified by its Secretary setting forth the power of and authorizing it to enter into the land transfer described in the Development Agreement;

1.1.8 Authorization of Arthur T. Leahy, General Manager Pro Tempore to execute documents listed in this Section 1.1;

1.1.9 RTD Certificate of Acceptance of Property conveyed by "Catellus Grant Deed" (as defined below) (the "Certificate of Acceptance") in recordable form and acknowledged;

1.1.10 Covenant and Agreement to Hold as One Parcel with respect to Parcel C ("Covenant C"); and

1.1.11 Covenant and Agreement to Hold as One Parcel with respect to Parcel D ("Covenant D").

1.2 You have received or will receive from Catellus the following executed original documents or original counterparts of documents:

1.2.1 Grant Deed conveying the Catellus Property to RTD in recordable form and acknowledged (the "Catellus Grant Deed");

1.2.2 Catellus Certificate of Non-Foreign Status;

1.2.3 Catellus Withholding Exemption Certificate;

1.2.4 Catellus Documentary Transfer Tax Statement Separate from Deed (the "DTTS");

1.2.5 Public Transit Use Agreement in recordable form and acknowledged;

1.2.6 Tunnel Access Agreement in recordable form and acknowledged;

1.2.7 Memorandum of Development Agreement (the "Memorandum") in recordable form and acknowledged;

1.2.8 Resolutions enacted by Catellus' Board of Directors and certified by its Assistant Secretary setting forth the power of and authorizing it to enter into the land transfer described in the Development Agreement;

1.2.9 A delegation of authority executed by Catellus' President and Chief Executive Officer authorizing execution of the documents listed in this Section 1.2;

1.2.10 Acknowledgment and Receipt of Closing Price ("Receipt"); and

1.2.11 Covenant and Agreement to Hold as One Parcel with respect to Parcel A ("Covenant A"); and

1.2.12 Covenant and Agreement to Hold as One Parcel with respect to Parcel B ("Covenant B").

1.3 The sum of Eleven Million Three Hundred Forty-One Thousand Dollars (\$11,341,000.00) plus Twenty Thousand, Thirty-Six Dollars and No Cents (\$20,036.00) to meet closing costs (collectively, the "Funds") has been deposited by RTD into your account by wire transfer and is immediately available for disbursement pursuant to these instructions.

1.4 You have received from the City of Los Angeles a copy of the following executed document:

1.4.1 A Letter of Determination by the City of Los Angeles of the lot line adjustment and/or such other instruments as may be necessary, convenient or appropriate to consummate the lot line adjustment requested by the parties in order to create Parcels A, B, C and D (as shown on Exhibit "C").

1.5 You have received from Bank of America NT&SA ("BofA") or its successor or assign the following executed original documents or original counterparts of documents in recordable form and acknowledged:

1.5.1 A Demand Letter in the amount of Seven Million Two Hundred Thousand Dollars (\$7,200,000) for release of the lien described in Section 1.5.2 on the property described on Exhibit "F";

1.5.2 Partial Reconveyance ("Partial Reconveyance") releasing the property described on Exhibit "F" from the lien of that certain Construction and Permanent Deed of Trust, Assignment of Rents and Fixture Filing (the "BofA Deed of Trust") dated as of November 15, 1991 and recorded on December 31, 1991, as Instrument No. 91-2057033 in the Official Records of the Los Angeles County Recorder (the "Official Records");

1.5.3 First Amendment to Assignment of Leases (the "First Amendment") releasing the property described on Exhibit "F" from the lien of that certain Assignment of Leases dated as of November 15, 1991 and recorded on December 31, 1991 as Instrument No. 91-2057034 in the Official Records; and

1.5.4 Agreements subordinating the lien of BofA created in the BofA Deed of Trust to the Tunnel Access Agreement and the Public Transit Use Agreement (the "Subordination Agreements").

1.6 Enclosed herewith is an instrument entitled "Reciprocal Easement and Operating Agreement" (the "REOA"). You are not to record the REOA as part of the within Closing, or to deal with it in any other manner, except as follows. After Closing, you are to act as the custodian of the REOA pending occurrence of the following two events (the "REOA Conditions"):

- (a) Certification by RTD of the environmental impact report pertaining to the RTD Headquarters Project; and
- (b) Final approval of the REOA by the Board of Directors of the RTD.

As a matter of agreement between the parties, with which you are not to be concerned, the parties hereby agree that the REOA is in final and fully negotiated form with the sole exceptions (the "Exceptions") of (i) ministerial insertions such as dates, numbers of parcels comprising the project and so forth, (ii) the matters set forth in that certain letter agreement of even date herewith by and between RTD and Catellus concerning, inter alia, Closing Conditions, and (iii) exhibits to the REOA which are not attached thereto on the date hereof.

Upon the occurrence of the REOA Conditions, the parties hereto agree to draft and complete the Exceptions. They shall thereupon advise you thereof and shall execute and acknowledge the REOA (including the Exceptions) and you shall thereupon record the REOA in the Official Records and

return a conformed copy to each party's counsel as set forth in Section 3, all at the joint expense of the parties.

You shall have no liability as such custodian except only for the safekeeping of the REOA.

2. Recording and Disbursement of Funds.

2.1 Recording. If, and only if, and when, all of the conditions precedent listed in Sections 2.1.1 through 2.1.4 have been satisfied, then unless you receive express contrary instructions from both RTD and Catellus or their respective counsels, you are hereby authorized and instructed to cause the following events to occur in the following order: (i) attach the Certificate of Acceptance to the Catellus Grant Deed; (ii) deliver the DTTS to the Los Angeles County Recorder; (iii) cause the RTD Grant Deed to be recorded in the Official Records and thereafter mailed to Catellus and cause the Catellus Grant Deed and the Certificate of Acceptance to be recorded in the Official Records and thereafter mailed to RTD; (iv) cause Covenant A, Covenant B, Covenant C, and Covenant D to be recorded in the Official Records and cause three certified copies to be delivered immediately (by messenger) Parcel Map Section, City Hall, Room 655, Los Angeles, California 90012; Attention: Mr. Gordon Hamilton; (v) cause the Memorandum to be recorded in the Official Records and thereafter mailed to RTD; (vi) cause the Subordination Agreements to be attached to the Tunnel Access Agreement and the Public Transit Use Agreement; (vii) cause the Tunnel Access Agreement with the attached Subordination Agreement to be recorded in the Official Records and thereafter mailed to RTD; (viii) cause the Public Transit Use Agreement with the attached Subordination Agreement to be recorded in the Official Records and thereafter mailed to RTD; (ix) deliver the Catellus Certificate of Non-Foreign Status, the Catellus Withholding Exemption Certificate and the Receipt to RTD and deliver the RTD Certificate of Non-Foreign Status and the RTD Withholding Exemption Certificate to Catellus; and (x) cause the Partial Reconveyance and the First Amendment to be recorded in the Official Records and thereafter mailed to RTD. You are to deliver the instruments of due execution and authorization to the other party at Closing, and you may keep copies thereof for your permanent records.



Said conditions precedent are:

2.1.1 You have received all the documents and the Funds referred to in Section 1 above; and

2.1.2 Chicago Title Company (the "Title Company") is irrevocably committed to issue, and upon recording of the Catellus Grant Deed and the Public Transit Use Agreement will issue, its ALTA extended coverage policy of title insurance (Form 1987) (the "RTD Title Policy") in the amount of \$11,500,000.00 in the exact form and substance of the pro forma policy attached hereto as Exhibit "D"; and

2.1.3 The Title Company is irrevocably committed to issue to Catellus, and upon recording of the RTD Grant Deed will so issue, its ALTA extended coverage policy of title insurance (Form 1970B) (the "Catellus Title Policy") in the amount of \$9,000,000 in the exact form and substance of the pro forma policy attached hereto as Exhibit "E"; and

2.1.4 RTD and Catellus have each given their written approval to both pro forma Closing Statements setting forth your best estimates of the closing costs.

2.2 Disbursement of Funds: Upon the receipt of confirmation that the RTD Grant Deed and Covenant C and Covenant D, the Catellus Grant Deed and Covenant A and Covenant B, the Public Transit Use Agreement with Subordination Agreement attached, the Tunnel Access Agreement with Subordination Agreement attached, the First Amendment, the Partial Reconveyance and the Memorandum have been recorded, and the DTTS has been delivered to the Los Angeles County Recorder, you are to make disbursements of the Funds, all to be charged to RTD or to Catellus in the manner set forth on the approved pro forma Closing Statements, as follows:

2.2.1 Disburse to Escrow Agent an amount sufficient to pay your fees, costs and expenses in connection herewith as previously approved in writing by the Parties;

2.2.2 Disburse to the Title Company an amount sufficient to pay its fees, costs and expenses in connection with the issuance of the RTD Title Policy as previously approved in writing by RTD;

2.2.3 Disburse to the Title Company an amount sufficient to pay its fees, costs and expenses in connection with the issuance of the Catellus Title Policy as previously approved in writing by Catellus;

2.2.4 Disburse to BofA in accordance with their demand letter the Partial Reconveyance price of \$7,200,000 plus any other fees, costs and expenses of BofA in connection therewith and set forth therein;

2.2.5 Disburse to Catellus the sum of Four Million One Hundred Forty-One Thousand Dollars (\$4,141,000) (the "Closing Price") plus any interest accruing on and after the date of recordation, less (i) the cost of item 2.2.3; (ii) one-half of the amount of item 2.2.1 plus or minus prorations and closing costs as described in Section 4; (iii) the fees, costs and expenses of BofA in connection with the Partial Reconveyance and (iv) any other costs to be charged to Catellus as set forth on the approved pro forma Closing Statements; and

2.2.6 Disburse to RTD the balance of the Funds remaining, if any, including any interest thereon accruing prior to, but not including the date of recording, less (i) the cost of item 2.2.2 and (ii) one-half of the amount of item 2.2.1 plus or minus prorations and closing costs as described in Section 4.

3. Conformed Copies. Upon recording, you are to obtain conformed copies of all recorded documents and return one copy

to Jones, Day, Reavis & Pogue, 555 W. 5th Street, Suite 4600, Los Angeles, California 90013, Attn: Real Estate Notices (DF/058995-004-012) and one copy to Pircher, Nichols and Meeks, 1999 Avenue of the Stars, Suite 2700, Los Angeles, California 90067, Attn: David J. Lewis, and to Catellus and RTD at the addresses set forth in Section 5.

4. Closing Costs and Prorations. There shall be no prorations at Closing except for real estate taxes and assessments with respect to the Catellus Property. All real estate taxes and assessments with respect to the Catellus property shall be prorated based on a thirty (30) day month as of the date of Closing, such that Catellus shall pay all real estate taxes and assessments on the Catellus Property for the period of its ownership thereof (RTD not being liable for payment of taxes and assessments) and all taxes applied retroactively to the Catellus Property coming due after Closing and attributable to Catellus' period of ownership. Catellus shall not receive credit for taxes it has paid in advance, but shall have the sole right to apply for, and to retain, a refund of any such prepaid taxes.

5. Termination. You are hereby advised that one of the conditions to Closing is the completion of record of the lot line adjustment referred to in Section 1.4.1 above. However, as a matter of law such completion does not become final until the expiration of fifteen (15) calendar days thereafter (which date is July 4, 1992), provided that during said period no appeal is filed by any person. Accordingly you are hereby irrevocably instructed that you are to close the Escrow as herein provided at 8:00 a.m. on Tuesday, July 7, 1992 without the concurrence, co-operation or agreement of either party hereto and in disregard of any contrary instruction which they may give prior thereto unless, and only unless, such contrary instruction is accompanied by documentary proof of an objection to the lot line adjustment having been filed. As a matter of agreement between the parties, after satisfaction of the conditions precedent set forth in Sections 2.1.1 and 2.1.4 above, all conditions precedent to Closing will have been either satisfied or waived, and all actions required to be made and capable of being made by each of Catellus and RTD have in fact been made, such that Closing is deemed by them to have accrued on the date hereof, with the recordation of deeds and the disbursement of funds to occur hereafter as set forth above.

In the event that this Escrow has not closed by July 8, 1992 at 5:00 p.m., unless instructed by both RTD and Catellus or their respective counsels in writing, this Escrow shall terminate; the Funds plus accrued interest thereon shall be disbursed to RTD; and the documents listed in Section 1 shall be returned to Catellus and RTD at the respective addresses listed below:

If to Catellus:

Catellus Development Corporation  
800 North Alameda Street, Suite 100  
Los Angeles, California 90012  
Attention: Mr. Ted Tanner

with copy to: Catellus Development Corporation  
201 Mission Street, 30th Floor  
San Francisco, CA 94105  
Attn: Eileen M. Mally, Esq.

If to RTD:

Southern California Rapid Transit District  
Legal Department  
425 South Main Street  
Sixth Floor  
Los Angeles, California 90013  
Attn: Jeffrey Lyon, Esq.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Please indicate your acceptance of these instructions by signing the enclosed copy of this letter and returning it to Jones, Day, Reavis & Pogue, Attn: Amy E. Freilich, Esq. and

Pircher Nichols and Meeks, Attn: David J. Lewis, Esq.,  
respectively at the addresses set forth in Section 3.

Very truly yours,

CATELLUS DEVELOPMENT CORPORATION

By: *Theodore L. James*  
Its: THEODORE Vice President

SOUTHERN CALIFORNIA RAPID TRANSIT  
DISTRICT

By: *Arthur T. Leahy*  
Its: \_\_\_\_\_

The undersigned hereby acknowledge receipt of these Instructions  
and agree to act strictly in accordance herewith.

ESCROW AGENT:

CHICAGO TITLE COMPANY

By: *Frank K. Johnson*  
Name: FRANK K. JOHNSON  
Title: S.R. V.P.

Dated: June 30, 1992

TITLE COMPANY:

CHICAGO TITLE COMPANY

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

Dated: June 30, 1992

- Exhibit A        RTD Property
- Exhibit B        Catellus Property
- Exhibit C        Parcels A, B, C, D
- Exhibit D        RTD Pro Forma Title Policy
- Exhibit E        Catellus Pro Forma Title Policy
- Exhibit F        Property Released From BofA Lien

EXHIBIT "A"

Description of RTD Property

[Attach legal description of all RTD property excepting therefrom  
that which is within Parcel D]

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS



CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

16

Revised June 15, 1992

SCRIPD GRANT TO CAPELLUS

1 Those portions of Lots 4 and 5 of Tract No. 10151, in the City of Los  
2 Angeles, County of Los Angeles, State of California, as per map recorded  
3 in Book 157 Pages 45 to 47 inclusive of Maps, in the office of the County  
4 Recorder of said County, together with that portion of Ramirez Street  
5 (formerly known as Ramirez Street Extension, 60.00 feet wide) as shown and  
6 dedicated on map of Subdivision of a Part of the Estate of Ynuario Avila,  
7 Deceased, in said City, County and State, as per map recorded in Book 34  
8 Page 90 of Miscellaneous Records, in said Recorder's Office, together with  
9 those portions of the Subdivision of the Aliso Tract, in said City, County  
10 and State, as per map recorded in Book 4 Pages 12 and 13 of Miscellaneous  
11 Records, in said Recorder's Office; together with those portions of the  
12 Subdivision of the Ballesteros Vineyard Tract, in said City, County and  
13 State, as per map recorded in Book 1 Pages 505 and 506 of Miscellaneous  
14 Records, in said Recorder's Office; and together with those portions of  
15 City Lands, in said City, County and State, as per map recorded in Book 2  
16 Pages 504 and 505 of Miscellaneous Records, in said Recorder's Office,  
17 described as a whole as follows:

18 Beginning at the most westerly corner of the land as described in Parcel 2  
19 in the deed to the City of Los Angeles, recorded December 28, 1945 as  
20 Instrument No. 1224 in Book 22651 Page 63, Official Records of said  
21 County, said most westerly corner also being a point in the southeasterly  
22 line of Lot 4 of said Tract No. 10151, as per map recorded in Book 157  
23 Pages 45 to 47 inclusive of Maps, in said Recorder's Office; thence along  
24 said southeasterly line, North  $66^{\circ} 36' 14''$  East 57.58 feet to the westerly  
25 prolongation of the southerly line of the land as described in the deed to  
26 the City of Los Angeles, recorded June 27, 1899 as Instrument No. 31 in  
27 Book 1253 Page 114 of Deeds, in said Recorder's Office; thence along said  
28 prolongation, South  $86^{\circ} 48' 15''$  East 130.14 feet to the southeast corner  
29 of said last mentioned deed to the City of Los Angeles; thence along the  
30 prolongation of the southeasterly line of said last mentioned deed to the  
31 City of Los Angeles, South  $52^{\circ} 22' 37''$  West 7.09 feet to the northeasterly  
32 prolongation of the southeasterly line of the land as described in the  
deed to the City of Los Angeles, recorded June 27, 1899 as Instrument No.  
28 in Book 1298 Page 307 of Deeds in said Recorder's Office; thence along  
said last mentioned southeasterly line and its prolongations thereof,  
South  $66^{\circ} 36' 14''$  West 111.68 feet, to the beginning of a tangent curve  
concave southeasterly and having a radius of 50.00 feet in the  
southeasterly line of the land as described in the Final Order of  
Condemnation entered in Los Angeles County Superior Court Case No. 424466,  
a certified copy of which was recorded July 27, 1938 as Instrument No. 1058  
in Book 15871 Page 393 of Official Records of said County; thence  
southwesterly along said curve through central angle of  $57^{\circ} 46' 47''$ , an  
arc distance of 50.42 feet to the point of tangency of the easterly line  
of the land as described in the deed to the City of Los Angeles, recorded  
April 12, 1937 as Instrument No. 1137 in Book 14861 Page 261 of Official  
Records of said County; thence along said easterly line South  $06^{\circ} 49' 27''$   
West 53.83 feet to the northwest corner of the land as described in Parcel  
No. 71779-1 in the Final Order of Condemnation entered in Los Angeles  
County, Superior Court Case No. C447627, a certified copy of which was  
recorded March 29, 1988 as Document No. 88-422827 of Official Records of  
said County, said northwest corner also being a point in a non-tangent  
curve concave southerly and having a radius of 4340.00 feet in the  
northerly line of the land as described in Parcel No. 71779-1 in said last  
mentioned Final Order of Condemnation, a radial line that bears North  $04^{\circ}$   
 $42' 15''$  West to said last mentioned point; thence easterly along said  
curve and its continuations thereof, to and along the northerly line of  
the land as described in Parcel No. 71780 (Amended) in said last mentioned  
Final Order of Condemnation, through a central angle of  $04^{\circ} 13' 44''$ , an  
arc distance of 320.33 feet to the easterly line of the land as described  
in Parcel 1 in the deed to Maier Brewing Co., recorded August 14, 1964 as  
Instrument No. 8697 in Book D-2591 Page 55 of Official Records of said  
County; thence along the easterly line of said deed to Maier Brewing Co.  
and its prolongation thereof, as follows: North  $04^{\circ} 59' 28''$  West 209.00



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Revised June 15, 1992

SCRTD GRANT TO CAPELLUS (CONTINUED)

1 feet and North 05° 09' 09" West 187.29 feet to the beginning of a tangent  
2 curve concave northeasterly and having a radius of 400.00 feet; thence  
3 northwesterly along said last mentioned curve through a central angle of  
4 26° 38' 24", an arc distance of 185.98 feet; thence tangent to said last  
5 mentioned curve, North 12° 29' 15" East 28.23 feet to the westerly line of  
6 the land as described in Parcel 1 in said hereinabove first mentioned deed  
7 to the City of Los Angeles; thence along the westerly lines of the land as  
8 described in Parcels 1 and 2 in said hereinabove first mentioned deed to  
9 the City of Los Angeles and its prolongation thereof as follows:  
10 southerly along a non-tangent curve concave westerly and having a radius  
11 of 1000.00 feet through a central angle of 11° 18' 42", an arc distance of  
12 197.62 feet and South 40° 54' 31" West 370.27 feet to the point of  
13 beginning.

14 EXCEPTING THEREFROM the interest of the State of California that would  
15 pass with legal conveyance of the land as described in Parcel 2 (Amended)  
16 in the Final Order of Condemnation entered in Los Angeles County Superior  
17 Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in  
18 Book 51718, Page 358 of Official Records of said County

19 ALSO EXCEPT THEREFROM any portion of said land within the following  
20 described parcel of land known as Parcel D.

21 PARCEL D

22 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
23 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of  
24 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
25 in the office of the County Recorder of said County; those portions of Lots 4  
26 and 5 of Tract No. 10151, in said City, County and State, as per map recorded  
27 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;  
28 those portions of Block "D" of the Subdivision of the Aliso Tract, in said  
29 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said  
30 Miscellaneous Records; those portions of the Subdivision of the Ballesteros  
31 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,  
32 Pages 505 and 506 of said Miscellaneous Records; and those portions of City  
33 Lands, in said City, County and State, as per map recorded in Book 2, Pages  
34 504 and 505 of said Miscellaneous Records, described as a whole as follows:

35 Commencing at the intersection of the easterly prolongation of the southerly  
36 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
37 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
38 prolongation South 71° 09' 27" East 39.24 feet to the northerly terminus of  
39 that certain course having a bearing and distance of "South 18° 56' 50" West  
40 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
41 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of  
42 Official Records, in said office of the County Recorder; thence along a  
43 westerly and southerly lines of said Parcel 3 South 18° 50' 33" West 3.00 feet  
44 and South 71° 09' 27" East 10.86 feet; thence along a line parallel with the  
45 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
46 No. 10151, South 10° 01' 01" West 240.67 feet; thence South 79° 58' 59" East  
47 45.00 feet; thence South 10° 01' 01" West 45.00 feet to the TRUE POINT OF  
48 BEGINNING; thence continuing South 10° 01' 01" West 92.50 feet; thence North  
49 79° 58' 59" West 19.25 feet to the beginning of a tangent curve concave  
50 southeasterly and having a radius of 80.00 feet; thence southwesterly along  
51 said curve through a central angle of 47° 25' 50" an arc distance of 66.23  
52 feet to a line parallel with and distant 58.92 feet westerly, measured at  
53 right angles, from the southerly prolongation of that certain course  
54 described above as having a bearing and distance of "South 10° 01' 01"  
55 West 92.50 feet"; thence along said parallel line South 10° 01' 01" West  
56 108.24 feet to the beginning of a non-tangent curve concave northeasterly  
57 and having a radius of 80.00 feet, said curve being tangent at its  
58 easterly terminus to a line parallel with and distant 160.00 feet  
59 southerly, measured along said last mentioned southerly prolongation, from

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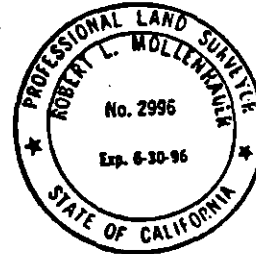
Revised June 15, 1992

SCRIPD GRANT TO CAPELLUS (CONTINUED)

1 that certain course described above as having a bearing and distance of  
 2 "North 79° 58' 59" West 19.25 feet", said easterly terminus being distant  
 3 19.25 feet westerly along said parallel line from the intersection of said  
 4 parallel line with said southerly prolongation; thence southeasterly  
 5 along said last mentioned curve through a central angle of 47° 25' 50" an  
 6 arc distance of 66.23 feet to said easterly terminus; thence tangent to  
 7 said curve along said last mentioned parallel line South 79° 58' 59" East  
 8 19.25 feet to said southerly prolongation; thence continuing along said  
 9 southerly prolongation South 10° 01' 01" West 364.33 feet; thence South  
 10 79° 58' 59" East 150.00 feet; thence North 10° 01' 01" East 616.83 feet  
 11 to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING;  
 12 thence along said last mentioned line North 79° 58' 59" West 150.00 feet  
 13 to the TRUE POINT OF BEGINNING.

Containing 1.578 acres total

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



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Robert L. Mollenhauer  
 Robert L. Mollenhauer, PLS No. 2996

THIS DESCRIPTION  
 PREPARED BY RLM  
 CHECKED MLR  
 TYPED RLM  
 COMPARED MLR

EXHIBIT "B"

Description of Catellus Property

[Attach description of all Catellus Property excepting therefrom  
that which is outside the total exterior boundaries of Parcels C and D]

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LAND SURVEYORS  CIVIL ENGINEERS

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April 2, 1992

CATELLUS GRANT TO SCRTD

PARCEL 1

1 Those portions of Tract No. 10151, in the City of Los Angeles, in the  
2 County of Los Angeles, State of California, as per map recorded in Book  
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County  
4 Recorder of said County, together with those portions of the "Subdivision  
5 of a Part of the Estate of Ynuario Avila Dec'd" in said City, County and  
6 State, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
7 in said Recorder's Office, together with those portions of Peschke Tract  
8 in said City, County and State, as per map recorded in Book 31 Page 45 of  
9 Miscellaneous Records in said Recorder's Office, together with those  
10 portions of the "Subdivision of the Aliso Tract", in said City, County and  
11 State, as per map recorded in Book 4, Pages 12 and 13 of Miscellaneous  
12 Records, in said Recorder's Office, and together with those portions of  
13 City Lands of Los Angeles, in said City, County and State, as shown on map  
14 recorded in Book 2, Pages 504 and 505 of Miscellaneous Records, in said  
15 Recorder's Office, described as a whole as follows:

9 Beginning at a point in the southwesterly line of Macy Street (60.00 feet  
10 wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet  
11 from the most northerly corner of Lot "B" of said Tract No. 10151, said  
12 point also being the most northerly corner of the land as described in the  
13 deed to the City of Los Angeles, recorded August 28, 1936, as Instrument  
14 No. 5, in Book 14393, Page 61 of Official Records of said County; thence  
15 northwesterly along said southwesterly line and its northwesterly  
16 prolongation to the easterly line of Lot 1 of said Subdivision of a Part  
17 of the Estate of Ynuario Avila Dec'd; thence northerly along said easterly  
18 line to the northeast corner of said Lot 1; thence westerly along the  
19 northerly lines of Lots 1 to 5 inclusive of said Subdivision of a Part of  
20 the Estate of Ynuario Avila Dec'd and its prolongation thereof to the  
21 northwest corner of said Lot 5; thence southerly along the westerly line  
22 of said Lot 5 to the southeasterly prolongation of the northeasterly line  
23 of Lot "A" of said Tract No. 10151; thence northwesterly along said  
24 prolongation to the centerline of Avila Street (60.00 feet wide) as shown  
25 on said Tract No. 10151; thence southwesterly along said centerline and  
26 its southwesterly prolongation to the easterly prolongation of the most  
27 northerly line of Lot 4 of said Tract No. 10151, shown on the map of said  
28 Tract as having a bearing and distance of "North 70° 32' 30" West 37.76  
29 feet"; thence westerly along said last mentioned prolongation and said  
30 most northerly line to the westerly terminus of said most northerly line;  
31 thence southerly along the westerly lines of said Lot 4 and along the  
32 southerly prolongation of the most southerly west line of said Lot 4 to an  
intersection with that certain curve in the northerly boundary of the land  
described in Parcel 71955-1 (Amended) in the Final Order of Condemnation  
entered in the Los Angeles County Superior Court Case No. C416021, a  
certified copy of which was recorded March 11, 1987, as Instrument No.  
87-366265 of Official Records of said County, having a radius of 4330.00  
and being concave southerly; thence easterly along said curve to the  
westerly line of the land as described in the deed to the City of Los  
Angeles, recorded April 12, 1937, as Instrument No. 1137, in Book 14861,  
Page 261 of Official Records of said County; thence northerly along said  
westerly line and its prolongation thereof to the easterly line of the  
land as described in Parcel "A" in the City of Los Angeles Ordinance No.  
87046 on file in the Clerk's Office of said City; thence northerly along  
said easterly line to the most westerly corner of the land as described in  
Parcel 2 in the deed to the City of Los Angeles, recorded December 28,  
1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records  
of said County; thence northeasterly along the northwesterly line of the  
land as described in Parcel 2 in said last mentioned deed to the City of  
Los Angeles to the most northerly corner thereof; thence northeasterly  
along the continuation of said last mentioned northwesterly line to the  
most westerly corner of the land as described in Parcel 1 in said last  
mentioned deed to the City of Los Angeles; thence northwesterly and  
northerly along the northwesterly line of the land as described in Parcel  
1 in said last mentioned deed to the City of Los Angeles to the most  
southerly corner of said hereinabove first mentioned deed to the City of

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411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

April 2, 1992

1 CATELLUS GRANT TO SCRIBD (CONTINUED)

2 Los Angeles; thence northerly and northwesterly along the northwesterly  
3 lines of said hereinabove first mentioned deed to the City of Los Angeles,  
4 to the point of beginning.

5 EXCEPT THEREFROM that portion of said land within the following described  
6 property:

7 Beginning at a point in the southwesterly line of Macy Street (80.00 feet  
8 wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet  
9 from the most northerly corner of Lot "B" of said Tract No. 10151, said  
10 point also being the most northerly corner of the land as described in the  
11 deed to the City of Los Angeles, recorded August 28, 1936, as Instrument  
12 No. 5, in Book 14393, Page 61 of Official Records of said County; thence  
13 northwesterly along said southwesterly line to the northwesterly line of  
14 Lot 4 of said Subdivision of a Part of the Estate of Ynuario Avila Dec'd;  
15 thence southwesterly along said northwesterly line to a line that is  
16 parallel with and distant 1239.00 feet easterly, measured at right angles,  
17 from the centerline of Alameda Street (96.00 feet wide) as shown on said  
18 Tract No. 10151; thence southerly along said parallel line to the  
19 southwesterly line of Lot 8 of said Subdivision of a Part of the Estate of  
20 Ynuario Avila Dec'd; thence southeasterly along the southwesterly line of  
21 Lots 8, 9, 10, 11 and 12 of said Subdivision of a Part of the Estate of  
22 Ynuario Avila Dec'd to and along the southwesterly line of Lot 5 of said  
23 Tract No. 10151 to the northwesterly line of the land as described in  
24 Parcel 1 in the deed to the City of Los Angeles, recorded December 28,  
25 1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records  
26 of said County; thence northeasterly and northerly along said  
27 northwesterly line to the most southerly corner of said hereinabove first  
28 mentioned deed to the City of Los Angeles; thence northerly and  
29 northwesterly along the northwesterly lines of said hereinabove first  
30 mentioned deed to the City of Los Angeles to the point of beginning.

31 PARCEL 2

32 Those portions of Tract No. 10151, in the City of Los Angeles, in the  
County of Los Angeles, State of California, as per map recorded in Book  
157, Pages 45 to 47 inclusive of Maps, in the office of the County  
Recorder of said County, together with those portions of the "Subdivision  
of a Part of the Estate of Ynuario Avila Dec'd" in said City, County and  
State, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
in said Recorder's Office and together with those portions of the Peschke  
Tract in said City, County and State, as per map recorded in Book 31,  
Page 45 of Miscellaneous Records, in said Recorder's Office, described as  
a whole as follows:

Beginning at a point in the southwesterly line of Macy Street (80.00 feet  
wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet  
from the most northerly corner of Lot "B" of said Tract No. 10151, said  
point also being the most northerly corner of the land as described in the  
deed to the City of Los Angeles, recorded August 28, 1936, as Instrument  
No. 5, in Book 14393, Page 61 of Official Records of said County; thence  
northwesterly along said southwesterly line to the northwesterly line of  
Lot 4 of said Subdivision of a Part of the Estate of Ynuario Avila Dec'd;  
thence southwesterly along said northwesterly line to a line that is  
parallel with and distant 1239.00 feet easterly, measured at right angles,  
from the centerline of Alameda Street (96.00 feet wide) as shown on said  
Tract No. 10151; thence southerly along said parallel line to the  
southwesterly line of Lot 8 of said Subdivision of a Part of the Estate of  
Ynuario Avila Dec'd; thence southeasterly along the southwesterly line of  
Lots 8, 9, 10, 11 and 12 of said Subdivision of a Part of the Estate of  
Ynuario Avila Dec'd to and along the southwesterly line of Lot 5 of said  
Tract No. 10151 to the northwesterly line of the land as described in

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April 2, 1992

1 CATELLUS GRANT TO SCRIP (CONTINUED)

2 Parcel 1 in the deed to the City of Los Angeles recorded December 28,  
3 1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records  
4 of said County; thence northeasterly and northerly along said  
5 northwesterly line to the most southerly corner of said hereinabove first  
6 mentioned deed to the City of Los Angeles; thence northerly and  
7 northwesterly along the northwesterly lines of said hereinabove first  
8 mentioned deed to the City of Los Angeles to the point of beginning.

9 PARCEL 3:

10 Those portions of the Subdivision of the Aliso Tract, in the City of Los  
11 Angeles, County of Los Angeles, State of California, as per map recorded  
12 in Book 4 Pages 12 and 13 of Maps, in the office of the County Recorder of  
13 said County, together with those portions of the City Lands, in said City,  
14 County and State, as map recorded in Book 2 Pages 504 and 505 of  
15 Miscellaneous Records, in said Recorder's Office, described as a whole as  
16 follows:

17 Beginning at the intersection of the westerly continuation of the  
18 northerly line of the land as described in Parcel No. 71779-1, in the  
19 Final Order of Condemnation entered in Los Angeles County Superior Court  
20 Case No. C447627, a certified copy of which was recorded March 29, 1988 as  
21 Document No. 88-422827 of Official Records of said County, with the  
22 westerly line of the land as described in the deed to the City of Los  
23 Angeles recorded April 12, 1937 as Instrument No. 1137 in Book 14861 Page  
24 261 of Official Records of said County; thence along said westerly line  
25 and its prolongation thereof, North 08° 49' 27" East 79.12 feet to the  
26 easterly line of the land as described in Parcel "A", in the City of Los  
27 Angeles, Ordinance No. 87046 on file in the Clerk's Office of said City;  
28 thence along said easterly line North 14° 46' 41" East 43.20 feet to the  
29 most westerly corner of the land as described in Parcel 2, in the deed to  
30 the City of Los Angeles recorded December 28, 1945 as Instrument No. 1224  
31 in Book 22651 Page 63 of Official Records of said County, said most  
32 westerly corner also being a point in the southeasterly line of Lot 4 of  
Tract No. 10151, as per map recorded in Book 157 Pages 45 to 47 inclusive  
of Maps, in said Recorder's Office; thence along said southeasterly line  
North 66° 36' 14" East 57.58 feet to the westerly prolongation of the  
southerly line of the land as described in the deed to the City of Los  
Angeles, recorded June 27, 1899 as Instrument No. 31 in Book 1253 Page 114  
of Deeds, in said Recorder's Office; thence along said prolongation, South  
86° 48' 15" East 130.14 feet to the southeast corner of said last  
mentioned deed to the City of Los Angeles; thence along the prolongation  
of the southeasterly line of said last mentioned deed to the City of Los  
Angeles, South 52° 22' 37" West 7.09 feet to the northeasterly  
prolongation of the southeasterly line of the land as described in the  
deed to the City of Los Angeles, recorded June 27, 1899 as Instrument No.  
28 in Book 1298 Page 307 of Deeds, in said Recorder's Office; thence along  
said last mentioned southeasterly line and its prolongation thereof,  
South 66° 36' 14" West 111.68 feet to the beginning of a tangent curve  
concave southeasterly and having a radius of 50.00 feet in the  
southeasterly line of the land as described in the Final Order of  
Condemnation entered in Los Angeles County Superior Court Case No. 424466,  
a certified copy of which was recorded July 27, 1938, as Instrument No.  
1058 in Book 15871 Page 393 of Official Records of said County; thence  
southwesterly along said curve through a central angle of 57° 46' 47", an  
arc distance of 50.42 feet to the point of tangency of the easterly line  
of said hereinabove first mentioned deed to the City of Los Angeles;  
thence along said easterly line South 08° 49' 27" West 53.83 feet to the  
northwest corner of the land as described in Parcel No. 71779-1 in said  
hereinabove first mentioned Final Order of Condemnation, said northwest  
corner also being a point in a non-tangent curve concave southerly and  
having a radius of 4340.00 feet in the northerly line of the land as

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April 2, 1992

1 CATELUS GRANT TO SCRIP (CONTINUED)

2 described in Parcel No. 71779-1 in said hereinabove first mentioned Final  
3 Order of Condemnation, a radial line that bears North  $04^{\circ} 42' 15''$  West to  
4 said last mentioned point; thence westerly along the continuation of said  
last mentioned curve, through a central angle of  $00^{\circ} 47' 40''$ , an arc  
distance of 60.19 feet to the point of beginning.

5 EXCEPT FROM the land described in said parcels 1, 2 and 3, any portions of  
6 said parcels outside the total exterior boundaries of the following  
described two adjoining parcels of land known as Parcels C and D.

7 PARCEL C

8 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
9 Dec'd. in City of Los Angeles, in the County of Los Angeles, State of  
10 California, as per map recorded in Book 34, Page 90 of Miscellaneous  
11 Records, in the office of the County Recorder of said County; those  
12 portions of the Peschke Tract, in said City, County and State, as per map  
13 recorded in Book 31, Page 45 of said Miscellaneous Records; that portion  
of Lot 5 of Tract No. 10151, in said City, County and State, as per map  
recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
Office; and those portions of City Lands, in said City, County and State,  
as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
Records, described as a whole as follows:

14 Commencing at the intersection of the easterly prolongation of the  
15 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
16 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
northerly terminus of that certain course having a bearing and distance of  
17 "South  $18^{\circ} 56' 50''$  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  
18 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  
19 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
the TRUE POINT OF BEGINNING; thence along a line parallel with the  
20 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
Tract No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  
21  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet;  
thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01' 01''$  East  
22 13.75 feet; thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the  
westerly line of the land as described in Parcel 1 of the deed to the City  
of Los Angeles recorded December 28, 1945, in Book 22651, Page 63 of  
23 Official Records, in said office of the County Recorder being a curve  
concave westerly and having a radius of 1000.00 feet, a radial of said  
24 curve to said point having a bearing of South  $65^{\circ} 11' 07''$  East; thence  
northerly along said curve, through a central angle of  $05^{\circ} 55' 02''$  an arc  
25 distance of 104.15 feet to the northerly terminus of said curve at the  
most southerly corner of the land as described in the deed to the City of  
26 Los Angeles recorded August 28, 1936, in Book 14393, Page 61 of said  
Official Records; thence along the north-westerly lines of said last  
27 mentioned deed North  $18^{\circ} 50' 51''$  East 120.96 feet and North  $26^{\circ} 09' 18''$   
West 14.14 feet to a point in the westerly prolongation of the northerly  
28 line of Lot "B" of said Tract No. 10151 distant 23.18 feet westerly along  
said prolongation, from the north-westerly corner of said Lot "B"; thence  
29 along said prolongation North  $71^{\circ} 09' 27''$  West 121.02 feet to the  
southeasterly line of Lot 1 of said Subdivision of a Part of the Estate of  
30 Ynuario Avila Dec'd; thence along said southeasterly line North  $27^{\circ} 03'$   
 $23''$  East 20.44 feet to the northeasterly corner of said Lot 1; thence  
31 along the northerly line of Lots 1 to 5 of said Subdivision of a Part of  
the Estate of Ynuario Avila Dec'd North  $71^{\circ} 09' 27''$  West 225.50 feet to an  
32 intersection with the northerly prolongation of that certain course  
described above as having a bearing and distance of "South  $10^{\circ} 01' 01''$ "

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April 2, 1992

1 CATELLUS GRANT TO SCRIPD (CONTINUED)

2 West 240.67 feet"; thence along said prolongation South 10° 01' 01" West  
3 33.63 feet to the TRUE POINT OF BEGINNING.

4 PARCEL D

5 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
6 Dec'd. in City of Los Angeles, in the County of Los Angeles, State of  
7 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
8 in the office of the County Recorder of said County; those portions of Lots 4  
9 and 5 of Tract No. 10151, in said City, County and State, as per map recorded  
10 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;  
11 those portions of Block "D" of the Subdivision of the Aliso Tract, in said  
12 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said  
13 Miscellaneous Records; those portions of the Subdivision of the Ballesteros  
14 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,  
15 Pages 505 and 506 of said Miscellaneous Records; and those portions of City  
16 Lands, in said City, County and State, as per map recorded in Book 2, Pages  
17 504 and 505 of said Miscellaneous Records, described as a whole as follows:

18 Commencing at the intersection of the easterly prolongation of the southerly  
19 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
20 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
21 prolongation South 71° 09' 27" East 39.24 feet to the northerly terminus of  
22 that certain course having a bearing and distance of "South 18° 56' 50" West  
23 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
24 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of  
25 Official Records, in said office of the County Recorder; thence along a  
26 westerly and southerly lines of said Parcel 3 South 18° 50' 33" West 3.00 feet  
27 and South 71° 09' 27" East 10.86 feet; thence along a line parallel with the  
28 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
29 No. 10151, South 10° 01' 01" West 240.67 feet; thence South 79° 58' 59" East  
30 45.00 feet; thence South 10° 01' 01" West 45.00 feet to the TRUE POINT OF  
31 BEGINNING; thence continuing South 10° 01' 01" West 92.50 feet; thence North  
32 79° 58' 59" West 19.25 feet to the beginning of a tangent curve concave  
southeasterly and having a radius of 80.00 feet; thence southwesterly along  
said curve through a central angle of 47° 25' 50" an arc distance of 66.23  
feet to a line parallel with and distant 58.92 feet westerly, measured at  
right angles, from the southerly prolongation of that certain course  
described above as having a bearing and distance of "South 10° 01' 01"  
West 92.50 feet"; thence along said parallel line South 10° 01' 01" West  
108.24 feet to the beginning of a non-tangent curve concave northeasterly  
and having a radius of 80.00 feet, said curve being tangent at its  
easterly terminus to a line parallel with and distant 160.00 feet  
southerly, measured along said last mentioned southerly prolongation, from  
that certain course described above as having a bearing and distance of  
"North 79° 58' 59" West 19.25 feet", said easterly terminus being distant  
19.25 feet westerly along said parallel line from the intersection of said  
parallel line with said southerly prolongation; thence southeasterly  
along said last mentioned curve through a central angle of 47° 25' 50" an  
arc distance of 66.23 feet to said easterly terminus; thence tangent to  
said curve along said last mentioned parallel line South 79° 58' 59" East  
19.25 feet to said southerly prolongation; thence continuing along said  
southerly prolongation South 10° 01' 01" West 364.33 feet; thence South  
79° 58' 59" East 150.00 feet; thence North 10° 01' 01" East 616.83 feet  
to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING;  
thence along said last mentioned line North 79° 58' 59" West 150.00 feet  
to the TRUE POINT OF BEGINNING.

31 Containing 3.748 acres total.

32 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
PAGE 5 of 6 JOB 15861



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April 2, 1992

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CATELLUS GRANT TO SCRUD (CONTINUED)

FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

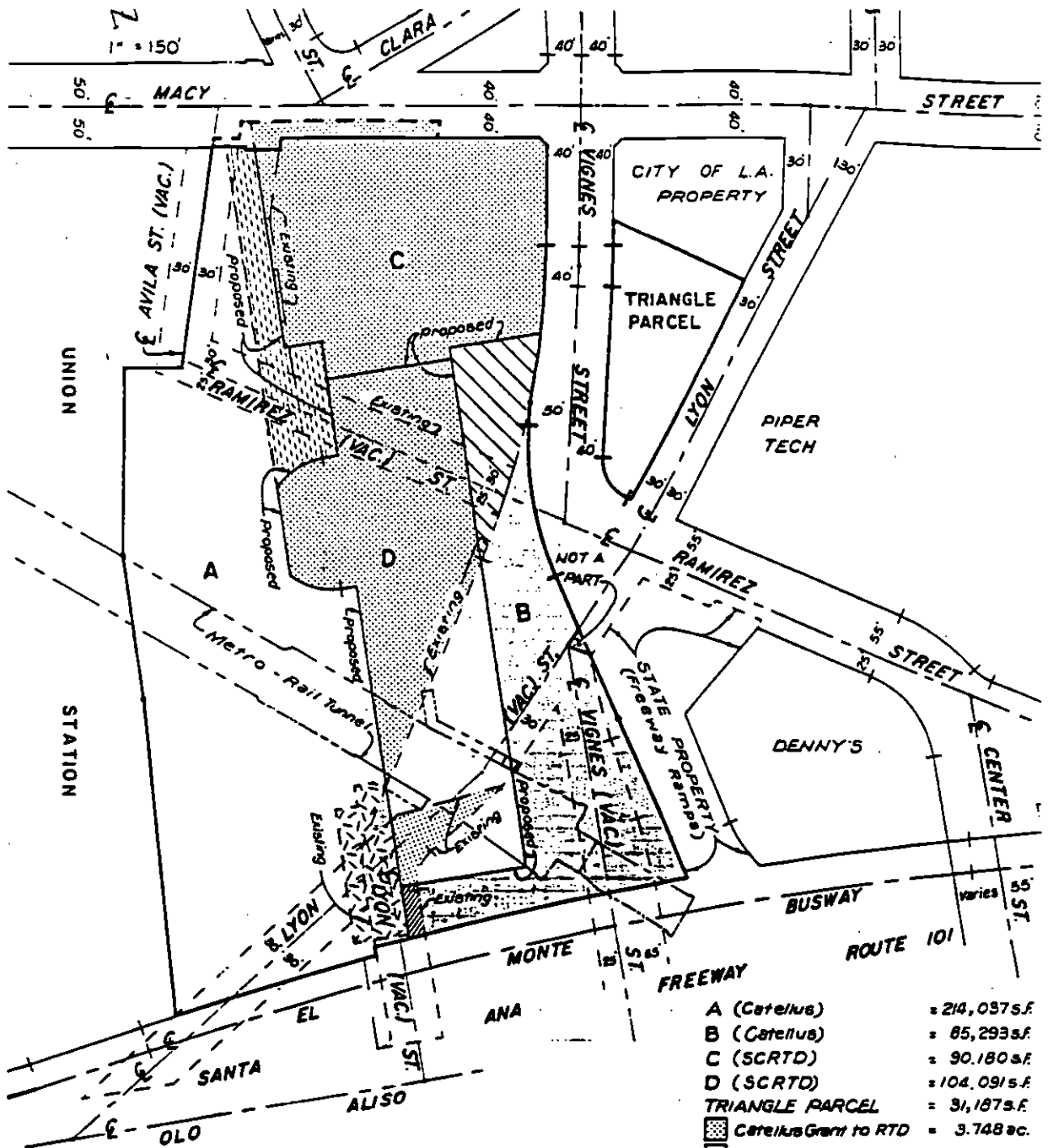
  
Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION  
PREPARED BY: MLM  
CHECKED: MLM  
TYPED: GP  
COMPARSED: MLM

EXHIBIT "C"

PARCELS A, B, C, D



JOB NO. 15861 6-24-92  
**MOLLENHAUER, HIGASHI & MOORE, INC.**  
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 Phone (213) 624-2661 FAX (213) 614-1863







A (Cateilus)	= 214,097 s.f.
B (Cateilus)	= 85,293 s.f.
C (SCRTD)	= 90,180 s.f.
D (SCRTD)	= 104,091 s.f.
TRIANGLE PARCEL	= 31,187 s.f.
 Cateilus Grant to RTD	= 3,748 ac.
 SCRTD Grant to Cateilus	= 1,578 ac.
 RTD Silver	= 10,523 s.f.
 Parcel B Easement	= 16,173 s.f.
 South Roadway Rectangle	= 1,145 s.f.
 R-01-P2, 3.4 - C. B	= 19,051 s.f.

EXHIBIT "D"

RTD Pro Forma Title Policy

[TO BE ATTACHED]

EXHIBIT "E"

Catellus Pro Forma Title Policy

[TO BE ATTACHED]

EXHIBIT "P"

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May 29, 1992

CATELLUS PROPERTY

TO BE RECONVEYED BY SECURITY PACIFIC

1 PARCEL B (Partial)

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

10

11 Commencing at the intersection of the easterly prolongation of the southerly  
12 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
13 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
14 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
15 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
16 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
17 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official  
18 Records, in said office of the County Recorder; thence along a westerly and  
19 southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ}$   
20  $09' 27''$  East 10.86 feet; thence along a line parallel with the centerline of  
21 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
22 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet;  
23 thence South  $10^{\circ} 01' 01''$  West 45.00 feet; thence South  $79^{\circ} 58' 59''$  East 150.00  
24 feet; thence North  $10^{\circ} 01' 01''$  East 13.75 feet to the TRUE POINT OF BEGINNING;  
25 thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the westerly line of the  
26 land as described in Parcel 1 of the deed to the City of Los Angeles recorded  
27 December 28, 1945, in Book 22651, Page 63 of Official Records, in said office of  
28 the County Recorder, being a curve concave westerly and having a radius of  
29 1000.00 feet, a radial of said curve to said point having a bearing of South  $65^{\circ}$   
30  $11' 07''$  East; thence southerly along said curve and its southerly prolongation  
31 to and along the northwesterly line and/or its northeasterly prolongation of  
32 Parcel 2 of the last mentioned deed to the City of Los Angeles to a line bearing

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May 29, 1992

1 PARCEL B (Partial) (CONTINUED)

2 South  $10^{\circ} 01' 01''$  West from the TRUE POINT OF BEGINNING; thence northerly along  
3 said last mentioned line to said TRUE POINT OF BEGINNING.

4  
5 PARCEL C (All of Parcel)

6 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
7 Dec'd. in City of Los Angeles, in the County of Los Angeles, State of  
8 California, as per map recorded in Book 34, Page 90 of Miscellaneous  
9 Records, in the office of the County Recorder of said County; those  
10 portions of the Peschke Tract, in said City, County and State, as per map  
11 recorded in Book 31, Page 45 of said Miscellaneous Records; that portion  
12 of Lot 5 of Tract No. 10151, in said City, County and State, as per map  
13 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
14 Office; and those portions of City Lands, in said City, County and State,  
15 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
16 Records, described as a whole as follows:

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

1 PARCEL C. (All of Parcel) (CONTINUED)

2 13.75 feet; thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the  
3 westerly line of the land as described in Parcel 1 of the deed to the City  
4 of Los Angeles recorded December 28, 1945, in Book 22651, Page 63 of  
5 Official Records, in said office of the County Recorder being a curve  
6 concave westerly and having a radius of 1000.00 feet, a radial of said  
7 curve to said point having a bearing of South  $65^{\circ} 11' 07''$  East; thence  
8 northerly along said curve, through a central angle of  $05^{\circ} 58' 02''$  an arc  
9 distance of 104.15 feet to the northerly terminus of said curve at the  
10 most southerly corner of the land as described in the deed to the City of  
11 Los Angeles recorded August 28, 1936, in Book 14393, Page 61 of said  
12 Official Records; thence along the northwesterly lines of said last  
13 mentioned deed North  $18^{\circ} 50' 51''$  East 120.96 feet and North  $26^{\circ} 09' 18''$   
14 West 14.14 feet to a point in the westerly prolongation of the northerly  
15 line of Lot "B" of said Tract No. 10151 distant 23.18 feet westerly along  
16 said prolongation, from the northwesterly corner of said Lot "B"; thence  
17 along said prolongation North  $71^{\circ} 09' 27''$  West 121.02 feet to the  
18 southeasterly line of Lot 1 of said Subdivision of a Part of the Estate of  
19 Ynuario Avila Dec'd; thence along said southeasterly line North  $27^{\circ} 03'$   
20  $23''$  East 20.44 feet to the northwesterly corner of said Lot 1; thence  
21 along the northerly line of Lots 1 to 5 of said Subdivision of a Part of  
22 the Estate of Ynuario Avila Dec'd North  $71^{\circ} 09' 27''$  West 225.50 feet to an  
23 intersection with the northerly prolongation of that certain course  
24 described above as having a bearing and distance of "South  $10^{\circ} 01' 01''$   
25 West 240.67 feet"; thence along said prolongation South  $10^{\circ} 01' 01''$  West  
26 33.63 feet to the TRUE POINT OF BEGINNING.

27  
28 PARCEL D (Partial)

29 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
30 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of  
31 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
32 in the office of the County Recorder of said County; those portions of Lots 4



1 PARCEL D (Partial) (CONTINUED)  
2 and 5 of Tract No. 10151, in said City, County and State, as per map recorded  
3 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;  
4 and those portions of City Lands, in said City, County and State, as per map,  
5 recorded in Book 2, Pages 504 and 505 of said Miscellaneous Records, described  
6 as a whole as follows:  
7  
8 Commencing at the intersection of the easterly prolongation of the southerly  
9 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
10 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
11 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
12 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
13 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
14 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of  
15 Official Records, in said office of the County Recorder; thence along a  
16 westerly and southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet  
17 and South  $71^{\circ} 09' 27''$  East 10.86 feet; thence along a line parallel with the  
18 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
19 No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East  
20 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet to the TRUE POINT OF  
21 BEGINNING; thence continuing South  $10^{\circ} 01' 01''$  West 92.50 feet; thence North  
22  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve concave  
23 southeasterly and having a radius of 80.00 feet; thence southeasterly along  
24 said curve through a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23  
25 feet to a line parallel with and distant 58.92 feet westerly, measured at  
26 right angles, from the southerly prolongation of that certain course  
27 described above as having a bearing and distance of "South  $10^{\circ} 01' 01''$   
28 West 92.50 feet"; thence along said parallel line South  $10^{\circ} 01' 01''$  West  
29 108.24 feet to the beginning of a non-tangent curve concave northeasterly  
30 and having a radius of 80.00 feet, said curve being tangent at its  
31 easterly terminus to a line parallel with and distant 160.00 feet  
32 southerly, measured along said last mentioned southerly prolongation, from

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May 29, 1992

1 PARCEL D (Partial) (CONTINUED)

2 that certain course described above as having a bearing and distance of  
3 "North 79° 58' 59" West 19.25 feet". said easterly terminus being distant  
4 19.25 feet westerly along said parallel line from the intersection of said  
5 parallel line with said southerly prolongation; thence southeasterly  
6 along said last mentioned curve through a central angle of 47° 25' 50" an  
7 arc distance of 66.23 feet to said easterly terminus; thence tangent to  
8 said curve along said last mentioned parallel line South 79° 58' 59" East  
9 19.25 feet to said southerly prolongation; thence continuing along said  
10 southerly prolongation South 10° 01' 01" West to an intersection with the  
11 northwesterly line of the land described in Parcel 2 of the deed to the  
12 City of Los Angeles recorded December 28, 1945. in Book 22651. Page 63 of  
13 Official Records. in said office of the County Recorder; thence  
14 northeasterly along said northwesterly line to a line parallel with and  
15 distant 150.00 feet easterly. measured at right angles. from said  
16 southerly prolongation; thence northerly along said parallel line  
17 to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING;  
18 thence along said last mentioned line North 79° 58' 59" West 150.00 feet  
19 to the TRUE POINT OF BEGINNING.

20

21 Containing 173.662 square feet.

22

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

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Donald R. Moore

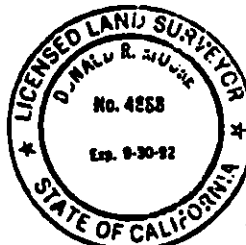
30

Donald R. Moore

PLS No. 4888

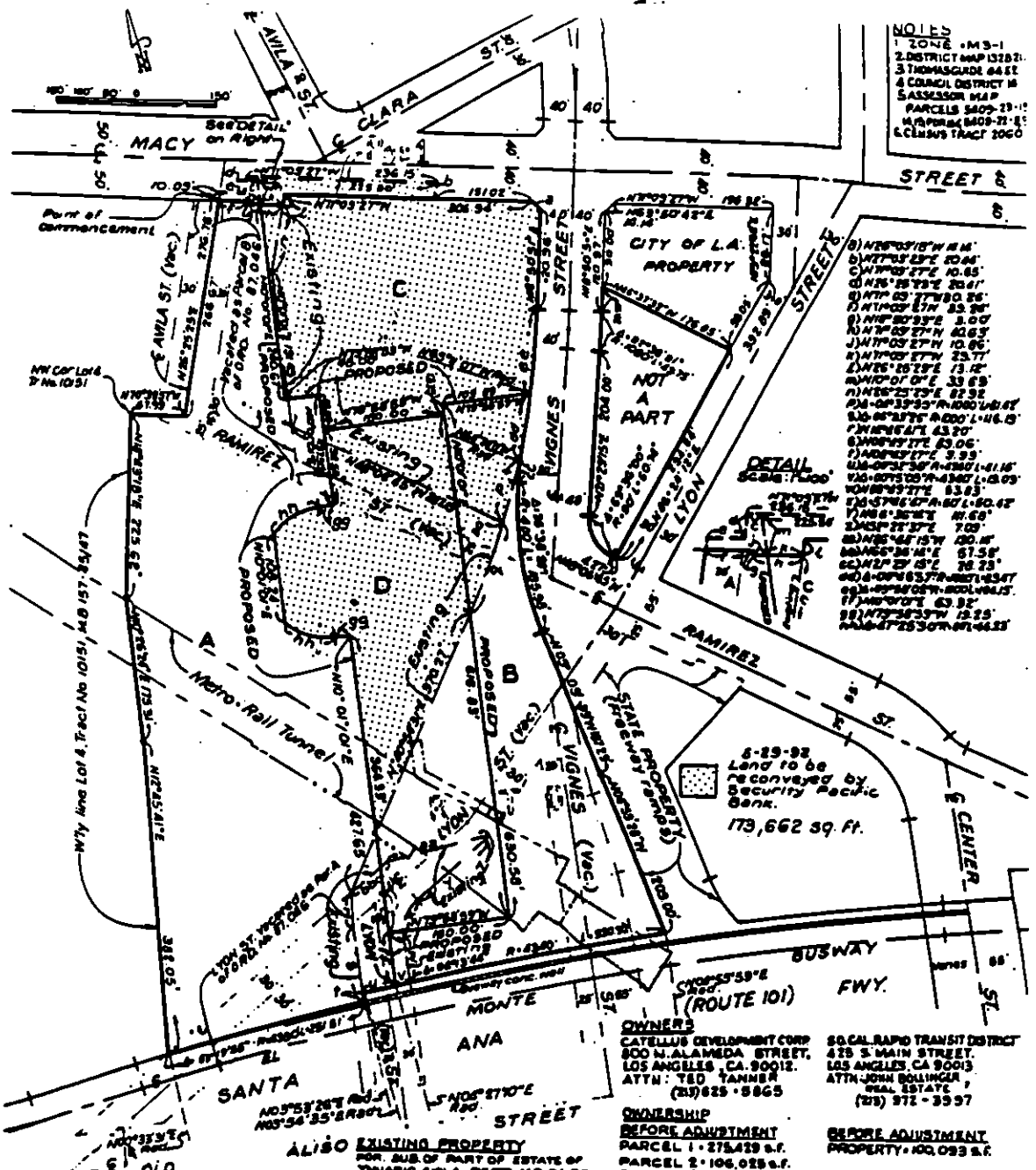
31

32



THIS DESCRIPTION  
PREPARED BY DM  
CHECKED DM  
TYPED DM  
COMPARED DM

**NOTES**  
 1. ZONE - M3-1  
 2. DISTRICT MAP 13282  
 3. THOMAS GUIDE 6482  
 4. COUNCIL DISTRICT 14  
 5. ASSESSOR MAP  
 PARCELS 8409-21-1  
 14 PARCELS 8409-21-2  
 6. CLS 89 TRACT 2060



1) N10°00'15"W 111.81'  
 2) N10°00'15"E 10.85'  
 3) N10°00'15"E 20.41'  
 4) N10°00'15"E 20.41'  
 5) N10°00'15"E 20.41'  
 6) N10°00'15"E 20.41'  
 7) N10°00'15"E 20.41'  
 8) N10°00'15"E 20.41'  
 9) N10°00'15"E 20.41'  
 10) N10°00'15"E 20.41'  
 11) N10°00'15"E 20.41'  
 12) N10°00'15"E 20.41'  
 13) N10°00'15"E 20.41'  
 14) N10°00'15"E 20.41'  
 15) N10°00'15"E 20.41'  
 16) N10°00'15"E 20.41'  
 17) N10°00'15"E 20.41'  
 18) N10°00'15"E 20.41'  
 19) N10°00'15"E 20.41'  
 20) N10°00'15"E 20.41'

8-29-92  
 Land to be  
 conveyed by  
 Security Pacific  
 Bank  
 179,662 sq. ft.

**OWNER'S**  
 CATELLUS DEVELOPMENT CORP  
 800 N. ALAMEDA STREET,  
 LOS ANGELES, CA 90012.  
 ATTN: TED TANNER  
 (213) 825-8865

SO CAL RAPID TRANSIT DISTRICT  
 425 S. MAIN STREET,  
 LOS ANGELES, CA 90013  
 ATTN: JOHN BOLLINGER,  
 REAL ESTATE  
 (213) 872-3937

**OWNERSHIP BEFORE ADJUSTMENT**  
 PARCEL 1 - 275,419 s.f.  
 PARCEL 2 - 106,025 s.f.  
 PARCEL 3 - 12,612 s.f.  
 TOTAL - 394,056 s.f.

**BEFORE ADJUSTMENT PROPERTY - 100,093 s.f.**

**AFTER ADJUSTMENT**  
 PARCEL A - 214,037 s.f.  
 PARCEL B - 83,680 s.f.

**AFTER ADJUSTMENT**  
 PARCEL C - 90,180 s.f.  
 PARCEL D - 104,091 s.f.

**LEGAL DESCRIPTIONS BEFORE (AFTER) ADJUSTMENT**  
 SEE ATTACHED EXHIBITS

**ALSO EXISTING PROPERTY**  
 FOR SUB. OF PART OF ESTATE OF  
 THOMAS AVILA DECD, M.R. 84-801  
 FOR REC'D RE TRACT, M.R. 94-82  
 FOR SUB. OF ALIBO TRACT, M.R. 4-21/3,  
 FOR BALLESTEROS VINEYARD TRACT,  
 M.R. 1-505/808; FOR CITY LANDS,  
 M.R. 2-804/308; AND FOR  
 TRACT NO. 10-81, M.B. 197-42/71

**MOLLENAUER, HIGASHI & MOORE, INC.**  
 LAND SURVEYORS & CIVIL ENGINEERS  
 411 W. Fifth St., Los Angeles, CA 90013-1001  
 Phone (213) 624-2661 FAX (213) 614-1863

JOB NO. 15861

Revised  
 3-8-92

**LATHAM & WATKINS**

**ATTORNEYS AT LAW**

**633 WEST FIFTH STREET, SUITE 4000  
LOS ANGELES, CALIFORNIA 90071-2007**

**TELEPHONE (213) 485-1234**

**FAX (213) 891-8763**

**TLX 590773**

**ELN 62793268**

**CABLE ADDRESS LATHWAT**

**July 1, 1992**

**PAUL R. WATKINS (1899-1973)  
DANA LATNAM (1898-1974)**

**CHICAGO OFFICE**

**SEARS TOWER, SUITE 5800  
CHICAGO, ILLINOIS 60606  
TELEPHONE (312) 676-7700  
FAX (312) 993-9767**

**LONDON OFFICE**

**12 CORTHALL AVENUE  
LONDON EC2R 7QH ENGLAND  
TELEPHONE 071-374 4444  
FAX 071-374 4460**

**NEW YORK OFFICE**

**885 THIRD AVENUE, SUITE 1000  
NEW YORK, NEW YORK 10022-4802  
TELEPHONE (212) 906-1200  
FAX (212) 751-4864**

**ORANGE COUNTY OFFICE**

**650 TOWN CENTER DRIVE, SUITE 2000  
COSTA MESA, CALIFORNIA 92626-1918  
TELEPHONE (714) 840-1235  
FAX (714) 755-8290**

**SAN DIEGO OFFICE**

**701 "B" STREET, SUITE 2100  
SAN DIEGO, CALIFORNIA 92101-6197  
TELEPHONE (619) 236-1234  
FAX (619) 696-7419**

**SAN FRANCISCO OFFICE**

**550 CALIFORNIA STREET, SUITE 500  
SAN FRANCISCO, CALIFORNIA 94104  
TELEPHONE (415) 391-0600  
FAX (415) 395-8095**

**WASHINGTON, D.C. OFFICE**

**1001 PENNSYLVANIA AVE., N.W., SUITE 1300  
WASHINGTON, D.C. 20004-2805  
TELEPHONE (202) 637-2200  
FAX (202) 637-2201**

**BY PERSONAL DELIVERY**

**Chicago Title Company  
700 South Flower Street  
Suite 900  
Los Angeles, California 90017  
Attn: Ms. Lois Degler, Escrow Officer**

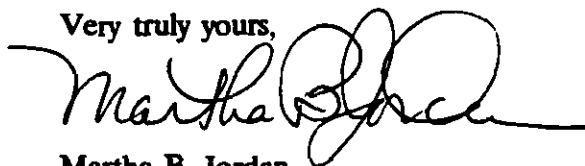
**Re: Escrow No. 73575-50**

**Dear Ms. Degler:**

**We are special legal counsel to Catellus Development Corporation in connection with that certain Letter of Determination described in Section 1.4.1 of the letter of instruction dated June 30, 1992 delivered to you by Catellus and RTD with reference to the above mentioned escrow ("Escrow Instructions"). Enclosed herewith are the RTD Grant Deed, the Catellus Grand Deed, Covenant C, Covenant D, Covenant A and Covenant B, all as specifically defined in the Escrow Instructions.**

**These documents have been approved by the Los Angeles Department of City Planning, Advisory Agency for recordation, if but only if, no appeal is filed from the Letter of Determination. You are to utilize these enclosed documents in accordance with the Escrow Instructions, including without limitation Section 5 thereof.**

**Very truly yours,**



**Martha B. Jordan  
of LATHAM & WATKINS**

**Enclosures**

**cc: Mr. Ted Tanner  
Eileen M. Malley Esq.  
Jeffrey Lyon, Esq.  
Amy E. Freilich, Esq.  
David J. Lewis, Esq.**

JONES, DAY, REAVIS & POGUE

ATLANTA  
AUSTIN  
BRUSSELS  
CHICAGO  
CLEVELAND  
COLUMBUS  
DALLAS  
FRANKFURT  
GENEVA  
HONG KONG

IRVINE  
LONDON  
NEW YORK  
PARIS  
PITTSBURGH  
RIYADH  
SAN FRANCISCO  
TAIPEI  
TOKYO  
WASHINGTON

6481-6375w  
058995-004-012

SUITE 4600  
555 WEST FIFTH STREET  
LOS ANGELES, CALIFORNIA 90013-1025

TELEPHONE: 213-489-3939  
TELEX: 181439  
CABLE: JONES DAY LOS ANGELES  
FACSIMILE: 213-243-2539  
DIRECT DIAL NUMBER:

July 6, 1992

BY PERSONAL DELIVERY

Chicago Title Insurance Company  
700 South Flower Street  
Suite 900  
Los Angeles, California 90017

Attention: Ms. Lois Degler, Escrow Officer  
Mr. Parm Coburn, Title Officer  
Mr. Frank Jansen

Re: Chicago Title Company ("Chicago Title") Escrow  
No. 73575-50 and Title Policy Order Nos.  
9201512-64 and 9134056-64

Ladies and Gentlemen:

Enclosed is the pro forma title policy constituting Exhibit D to the Instructions for Opening Escrow and Closing dated June 30, 1992 (the "Escrow Instructions") to Chicago Title from the Southern California Rapid Transit District ("RTD") and Catellus Development Corporation. Upon your commitment in accordance with Section 2.1.2 of the Escrow Instructions to issue a title policy in form and substance identical to the pro forma enclosed (Form 1970B, as further specified in the last paragraph of this letter), you are authorized to close this transaction and record the documents in accordance with the Escrow Instructions, as modified below.

Also enclosed are (a) Indemnity Agreement dated June 30, 1992, between RTD and Chicago Title; and (b) Personal Undertaking (Indemnity Agreement) dated June 30, 1992, executed by RTD in favor of Chicago Title, each regarding Order No. 9134056 which become effective only upon the satisfaction of all terms and conditions set forth in the Escrow Instructions.

Chicago Title Company  
July 6, 1992  
Page 2

Finally, on behalf of our client, RTD, this letter will confirm that, notwithstanding the Escrow Instructions delivered to you dated June 30, 1992: (a) RTD will be delivering to you a Documentary Transfer Tax Statement, separate from Deed, executed by RTD with respect to the conveyance from RTD to Catellus (original enclosed); (b) the conveyance from Catellus to RTD is exempt from documentary transfer tax, and, accordingly, no Documentary Transfer Tax Statement will be provided by Catellus; and (c) RTD has requested a Form 1970B title policy and not a Form 1987 policy as is mistakenly specified in Section 2.1.2 of the Escrow Instructions.

Very truly yours,



Amy Freilich

Enclosures

cc: David J. Lewis, Esq.  
Henry Einar Fink, Esq.

**PIRCHER, NICHOLS & MEEKS**

800 NORTH MICHIGAN AVENUE  
28<sup>TH</sup> FLOOR  
CHICAGO, ILLINOIS 60611  
(312) 515-2422

ATTORNEYS AT LAW  
1099 AVENUE OF THE STARS  
LOS ANGELES, CALIFORNIA 90067  
(310) 801-8800  
FAX (310) 801-8844 OR 8833

121 AVENUE OF THE AMERICAS  
28<sup>TH</sup> FLOOR  
NEW YORK, NEW YORK 10020  
(212) 768-2400

(310) 201-8952

July 3, 1992

VIA TELECOPY

Chicago Title Company  
Suite 900  
700 South Flower St.  
Los Angeles, CA 90017

Attention: Ms. Lois Degler, Escrow Officer  
Mr. Frank Jansen  
Mr. Pam Coburn, Title Officer

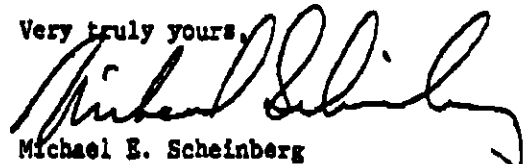
Re: Catellus - RTD  
Your Escrow No. 73575-70

Dear Lois, Frank and Pam:

On behalf of our client, Catellus Development Corporation, this letter will confirm that, notwithstanding the escrow instructions delivered to you dated June 30, 1992: (a) RTD will be delivering to you a Documentary Transfer Tax Statement, separate from Deed, executed by RTD with respect to the conveyance from RTD to Catellus; and (b) the conveyance from Catellus to RTD is exempt from documentary transfer tax, and, accordingly, no Documentary Transfer Tax Statement will be provided by Catellus.

Please call if you have any questions or comments. Thank you.

Very truly yours,



Michael E. Scheinberg

cc: Henry Einar Fink, Esq.  
Amy E. Freilich, Esq.  
David J. Lewis, Esq.  
Eileen M. Malley, Esq.

410.PNMMES  
Enclosure

CHICAGO TITLE COMPANY  
ESCROW CLOSING STATEMENT  
Revised Estimated Closing Statement

To: SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT Escrow No. 73575-50

Property: Portions of Tract No. 10151 & other property in Los Angeles, CA

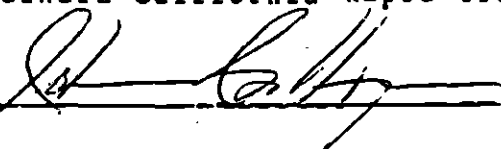
Proposed Closing Date: July 7, 1992

Parties: Catellus Development Corporation & So Calif Rapid Transit District

	<u>Debit</u>	<u>Credit</u>
Consideration for Catellus Grant Deed	\$4,141,000.00	
ALTA Owner's Policy for \$11,500,000	7,130.00	
Escrow Fee - 1/2 each	1,675.00	
Recording Covenant, Grant Deed, Partial release - 1/2 each by Seller & Buyer	200.00	
Documentary Transfer Tax based on \$3,886,000 LA County - 1/2 each	2,137.30	
Documentary Transfer Tax based on \$3,886,000 City of LA - 1/2 each	8,743.50	
Messenger/express fees - 1/2 each	150.00	
Pay to Security Pacific for Partial Release	7,200,000.00	
Estimated amount due from So. Calif. RTD		11,361,035.80
<b>TOTALS</b>	<b>\$11,361,035.80</b>	<b>\$11,361,035.80</b>

READ AND APPROVED

Southern California Rapid Transit District

By 



AMERICAN LAND TITLE ASSOCIATION  
OWNER'S POLICY FORM B-1970  
(Amended 10-17-70)

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

*Richard L. Pella*  
President



By:

*Thomas J. Adams*  
Secretary

**IMPORTANT**

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the real estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

## SCHEDULE A

Policy No: 9201512 - 64

Premium: 7,130.00

Amount of Insurance: \$11,500,000.00

Date of Policy: July 7, 1992 at 2:21 PM

1. Name of Insured:

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, A CALIFORNIA PUBLIC CORPORATION

2. The estate or interest in the land which is covered by this policy is:

SEE ATTACHED EXHIBIT - ESTATE OR INTEREST

3. Title to the estate or interest in the land is vested in:

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, A CALIFORNIA PUBLIC CORPORATION.

4. The land referred to in this policy is situated in the State of California, County of LOS ANGELES and is described as follows:

SEE ATTACHED DESCRIPTION

**This Policy valid only if Schedule B is attached.**

EXHIBIT (ESTATE OR INTEREST)

A FEE AS TO PARCELS C AND D AS MORE FULLY DESCRIBED BELOW.

EXCLUSIVE EASEMENTS AS PARCELS E-1 THROUGH E-29 AS GRANTED IN PARAGRAPH 2.01 OF THAT CERTAIN "PUBLIC TRANSIT USE AGREEMENT" REFERENCED IN SCHEDULE B, PARAGRAPH 27 AND AS MORE FULLY DEFINED AND DESCRIBED BELOW.

EASEMENTS OVER IN AND BENEATH THE SURFACE OF PARCELS A AND B, AS MORE FULLY DESCRIBED AS EASEMENT PARCELS F-1 AND F-2.

DESCRIPTION

Revised March 6, 1992

PARCEL C: (PARCEL C AFTER ADJUSTMENT)

1 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
 2 Dec'd. in City of Los Angeles. in the County of Los Angeles. State of  
 3 California. as per map recorded in Book 34. Page 90 of Miscellaneous  
 4 Records. in the office of the County Recorder of said County; those  
 5 portions of the Peachke Tract. in said City. County and State. as per map  
 6 recorded in Book 31. Page 45 of said Miscellaneous Records; that portion  
 7 of Lot 5 of Tract No. 10151. in said City. County and State. as per map  
 8 recorded in Book 157. Pages 45 to 47 inclusive of Maps. in said Recorder's  
 9 Office; and those portions of City Lands. in said City. County and State.  
 10 as per map recorded in Book 2. Pages 504 and 505 of said Miscellaneous  
 11 Records. described as a whole as follows:

12  
 13 Commencing at the intersection of the easterly prolongation of the  
 14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
 15 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151;  
 16 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
 17 northerly terminus of that certain course having a bearing and distance of  
 18 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
 19 the Highway Easement to the City of Los Angeles. recorded May 13. 1936. in  
 20 Book 14076. Page 324 of Official Records. in said office of the County  
 21 Recorder; thence along a westerly and southerly lines of said Parcel 3  
 22 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
 23 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
 24 centerline of Alameda Street. 96 feet wide. as shown on the map of said  
 25 Tract No. 10151. South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  
 26  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet;  
 27 thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01' 01''$  East  
 28 13.75 feet; thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the  
 29 westerly line of the land as described in Parcel 1 of the deed to the City  
 30 of Los Angeles recorded December 28. 1945. in Book 22651. Page 63 of  
 31 Official Records. in said office of the County Recorder being a curve  
 32 concave westerly and having a radius of 1000.00 feet. a radial of said

DESCRIPTION

Revised March 6, 1992

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

22  
23  
24 Containing 90.180 square feet  
25  
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DESCRIPTION

Revised March 6, 1992

PARCEL D: (PARCEL D AFTER ADJUSTMENT )

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

14  
15 Commencing at the intersection of the easterly prolongation of the southerly  
16 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
17 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
18 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
19 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
20 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
21 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of  
22 Official Records, in said office of the County Recorder; thence along a  
23 westerly and southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet  
24 and South  $71^{\circ} 09' 27''$  East 10.86 feet; thence along a line parallel with the  
25 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
26 No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East  
27 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet to the TRUE POINT OF  
28 BEGINNING; thence continuing South  $10^{\circ} 01' 01''$  West 92.50 feet; thence North  
29  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve concave  
30 southeasterly and having a radius of 80.00 feet; thence southwesterly along  
31 said curve through a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23  
32 feet to a line parallel with and distant 58.92 feet westerly, measured at

DESCRIPTION

Revised March 6, 1992

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

22  
23 Containing 104.091 square feet.

24  
25  
26  
27  
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30  
31  
32

DESCRIPTION

Revised March 6, 1992

PARCEL A: (PARCEL A AFTER ADJUSTMENT)

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

12  
13 Commencing at the intersection of the easterly prolongation of the  
14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
15 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151;  
16 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
17 northerly terminus of that certain course having a bearing and distance of  
18 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
19 the Highway Easement to the City of Los Angeles. recorded May 13, 1936. in  
20 Book 14076. Page 324 of Official Records. in said office of the County  
21 Recorder; thence along a westerly and southerly lines of said Parcel 3  
22 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
23 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
24 centerline of Alameda Street. 96 feet wide. as shown on the map of said  
25 Tract No. 10151. South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58'$   
26  $59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 137.50 feet; thence  
27 North  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve  
28 concave southeasterly and having a radius of 80.00 feet; thence  
29 southwesterly along said curve through a central angle of  $47^{\circ} 25' 50''$  an  
30 arc distance of 66.23 feet to a line parallel with and distant 68.92 feet  
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## DESCRIPTION

Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)  
2 westerly, measured at right angles, from the southerly prolongation of  
3 that certain course described above as having a bearing and distance of  
4 "South 10° 01' 01" West 137.50 feet"; thence along said parallel line  
5 South 10° 01' 01" West 108.24 feet to the beginning of a non-tangent curve  
6 concave northeasterly and having a radius of 80.00 feet, said curve being  
7 tangent at its easterly terminus to a line parallel with and distant  
8 160.00 feet southerly, measured along said last mentioned southerly  
9 prolongation, from that certain course described above as having a bearing  
10 and distance of "North 79° 58' 59" West 19.25 feet", said easterly  
11 terminus being distant 19.25 feet westerly along said parallel line from  
12 the intersection of said parallel line with said southerly prolongation;  
13 thence southeasterly along said last mentioned curve, through a central  
14 angle of 47° 25' 50" an arc distance of 66.23 feet to said easterly  
15 terminus; thence tangent to said curve along said last mentioned parallel  
16 line South 79° 58' 59" East 19.25 feet to said southerly prolongation;  
17 thence continuing along said southerly prolongation South 10° 01' 01" West  
18 427.65 feet to a point in the westerly prolongation of the northerly line  
19 of the land as described in Parcel 71779-1, in the Final Order of  
20 Condemnation entered in Los Angeles County Superior Court Case No.  
21 C447627, a certified copy of which was recorded March 29, 1988, as  
22 Instrument No. 88-422827 of said Official Records, said westerly  
23 prolongation being a curve concave southerly and having a radius of  
24 4340.00 feet, a radial of said curve to said point having a bearing of  
25 North 04° 27' 10" East; thence westerly along said curve, through a  
26 central angle of 00° 32' 36" an arc distance of 41.16 feet to the westerly  
27 line of the land as described in the deed to the City of Los Angeles,  
28 recorded April 12, 1937, in Book 14861, Page 261 of said Official Records;  
29 thence along said westerly line South 06° 49' 27" West 9.93 feet to the  
30 northeasterly corner of the land as described in Parcel 71955-1 (Amended)  
31 in the Final Order of Condemnation entered in Los Angeles County Superior  
32

DESCRIPTION

Revised March 6, 1992

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

DESCRIPTION

Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)  
2 prolongation South  $10^{\circ} 01' 01''$  West 33.63 feet to said TRUE POINT OF  
3 BEGINNING.  
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5 Containing 214,037 square feet  
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## DESCRIPTION

Revised June 15, 1992

## PARCEL B: (PARCEL B AFTER ADJUSTMENT)

1 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
 2 Dec'd, in the City of Los Angeles, in the County of Los Angeles, State of  
 3 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
 4 in the office of the County Recorder of said County; those portions of Lots 4  
 5 and 5 of Tract No. 10151, in said City, County and State, as per map recorded  
 6 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office; those  
 7 portions of Blocks "C" and "D" of the Subdivision of the Aliso Tract, in said  
 8 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said  
 9 Miscellaneous Records; those portions of the Subdivision of the Ballesteros  
 10 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,  
 11 Pages 505 and 506 of said Miscellaneous Records; and those portions of City  
 12 Lands, in said City, County and State, as per map recorded in Book 2, Pages 504  
 13 and 505 of said Miscellaneous Records, described as a whole as follows:  
 14  
 15 Commencing at the intersection of the easterly prolongation of the southerly  
 16 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
 17 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
 18 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
 19 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
 20 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
 21 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official  
 22 Records, in said office of the County Recorder; thence along a westerly and  
 23 southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ}$   
 24  $09' 27''$  East 10.86 feet; thence along a line parallel with the centerline of  
 25 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
 26 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet;  
 27 thence South  $10^{\circ} 01' 01''$  West 45.00 feet to Point "A" for purposes of this  
 28 description; thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01'$   
 29  $01''$  East 13.75 feet to the TRUE POINT OF BEGINNING; thence South  $79^{\circ} 58' 59''$   
 30 East 109.89 feet to a point in the westerly line of the land as described in  
 31 Parcel 1 of the deed to the City of Los Angeles recorded December 28, 1945, in  
 32 Book 22651, Page 63 of Official Records, in said office of the County Recorder.

DESCRIPTION

Revised June 15, 1992

PARCEL B AFTER ADJUSTMENT (CONTINUED)

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

Revised June 15, 1992

1 PARCEL B AFTER ADJUSTMENT (CONTINUED)  
2 from said Point "A"; thence South 79° 58' 59" East 150.00 feet; thence  
3 North 10° 01' 01" East 630.58 feet to the TRUE POINT OF BEGINNING.  
4  
5 EXCEPTING THEREFROM the interest of the State of California that would  
6 pass with legal conveyance of the land as described in Parcel 2 (Amended)  
7 in the Final Order of Condemnation entered in Los Angeles County Superior  
8 Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in  
9 Book 51718, Page 358 of Official Records of said County.  
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11 Containing 85.293 square feet.  
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## DESCRIPTION

Map 1 (A)

## EASEMENT

Revised June 26, 1992

## PARCEL E-1: (R-11-PL-F.B FOR PARKING ACCESS )

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

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

24  
 25 EXCEPT THEREFROM that portion of said land lying westerly of the following  
 26 described line (on a different basis of bearings than the above described  
 27 parcel of land):

28  
 29 Commencing at a point in the centerline of Macy Street, 80 feet wide,  
 30 distant thereon South  $71^{\circ} 09' 27''$  East 40.00 feet from the intersection of  
 31 said centerline of Macy Street with the centerline of Vignes Street, 80  
 32 feet wide, as said centerlines are shown on City of Los Angeles City

DESCRIPTION

Revised June 15, 1992

1 R-11-PL-F.8 FOR PARKING ACCESS (CONTINUED)  
2 Engineer's Field Book 50062, Pages 11, 12 and 13, on file in the office of  
3 said City Engineer; thence along said centerline of Macy Street South  $71^{\circ}$   
4  $09' 27''$  East 260.70 feet to the northerly prolongation of the easterly line  
5 of Lot 5 of Tract No. 10151, as per map recorded in Book 157, Pages 45 to  
6 47 of Maps, in the office of the County Recorder of said County; thence  
7 along said prolongation South  $19^{\circ} 22' 48''$  West 50.00 feet to the  
8 northeasterly corner of said Lot 5, being a point in a line parallel with  
9 and distant 50 feet southerly, measured at right angles, from said  
10 centerline of Macy Street; thence along said parallel line North  $71^{\circ} 09'$   
11  $27''$  West 129.73 feet to the beginning of a tangent curve concave  
12 southeasterly and having a radius of 25 feet, the southwesterly terminus of  
13 said curve being a point of compound curvature with a curve concave  
14 easterly and having a radius of 1900 feet, said last mentioned curve being  
15 concentric with and distant 50 feet easterly, measured radially, from a  
16 curve having a radius of 1950 feet which passes through the point of  
17 commencement of this description and from which point of commencement a  
18 radial of said curve of radius 1950 feet bears South  $71^{\circ} 09' 27''$  East;  
19 thence southwesterly along said curve of radius 25 feet, through a central  
20 angle of  $92^{\circ} 17' 33''$  an arc distance of 40.27 feet to said point of  
21 compound curvature; thence southerly along said concentric curve of radius  
22 1900 feet, through a central angle of  $07^{\circ} 42' 27''$  an arc distance of 255.59  
23 feet to a point from which a radial of said curve bears South  $81^{\circ} 09' 27''$   
24 East; thence tangent to said curve South  $08^{\circ} 50' 33''$  West 170.87 feet to  
25 the beginning of a tangent curve, concave easterly and having a radius of  
26 25 feet, said last mentioned curve being tangent at its southeasterly  
27 terminus to a line parallel with and distant 80 feet northeasterly,  
28 measured at right angles, from the southwesterly line of Lot 1 of Tract No.  
29 11515, as per map recorded in Book 261, Pages 9 and 10 of Maps, in said  
30 office of the County Recorder; thence southerly along said last mentioned  
31 curve, through a central angle of  $56^{\circ} 57' 18''$  an arc distance of 24.85 feet  
32 to said parallel line.



DESCRIPTION

Revised June 15, 1992

1 R-11-PL-F,B FOR PARKING ACCESS (CONTINUED)  
2 The above described land being an airspace parcel the lower limit of which  
3 is a plane having an elevation of street level, and the upper limit of  
4 which is a plane having an elevation 20 feet above street level, based on  
5 City of Los Angeles Bench Mark No. 12-04270 having an elevation of 278.352  
6 feet, 1980 Adjustment, based on National Geodetic Datum of 1929, as said  
7 street level will be determined by the proposed realignment of Vignes  
8 Street, the easterly line of which street is the line described in the  
9 EXCEPTION paragraph above.  
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11 Containing 9,596 square feet

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## DESCRIPTION

Map 1(B)

## EASEMENT

Revised June 15, 1992

PARCEL E-2: (R-08-PL/P1-B. N FOR ARCADE)

1 Those portions of the Subdivision of a Part of the Estate of Ymario Avila  
 2 Dec'd. in the City of Los Angeles. in the County of Los Angeles. State of  
 3 California. as per map recorded in Book 34. Page 90 of Miscellaneous  
 4 Records. in the office of the County Recorder of said County; that portion  
 5 of Lot 4 of Tract No. 10151. in said City. County and State. as per map  
 6 recorded in Book 157. Pages 45 to 47 inclusive of Maps. in said Recorder's  
 7 Office; and those portions of City Lands. in said City. County and State.  
 8 as per map recorded in Book 2. Pages 504 and 505 of said Miscellaneous  
 9 Records. described as a whole as follows:  
 10  
 11 Commencing at the intersection of the easterly prolongation of the  
 12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
 13 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151;  
 14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
 15 northerly terminus of that certain course having a bearing and distance of  
 16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
 17 the Highway Easement to the City of Los Angeles. recorded May 13. 1936. in  
 18 Book 14076. Page 324 of Official Records. in said office of the County  
 19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
 20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
 21 thence along a line parallel with the centerline of Alameda Street. 96 feet  
 22 wide. as shown on the map of said Tract No. 10151. South  $10^{\circ} 01' 01''$  West  
 23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ}$   
 24  $01' 01''$  West 45.00 feet; thence South  $79^{\circ} 58' 59''$  East 150.00 feet;  
 25 thence North  $10^{\circ} 01' 01''$  East 13.75 feet to the TRUE POINT OF BEGINNING;  
 26 thence South  $10^{\circ} 01' 01''$  West 257.29 feet; thence South  $79^{\circ} 58' 59''$  East  
 27 77.87 feet to an intersection with a curve. concave easterly and having a  
 28 radius of 400.00 feet. the northerly terminus of said curve being a point  
 29 of tangency in a line parallel with and distant 90 feet westerly. measured  
 30 at right angles. from that certain course having a bearing and distance of  
 31 "South  $21^{\circ} 36' 27''$  West 259.84 feet" in the easterly line of the land  
 32 described in Parcel 1 of the Grant Deed to the City of Los Angeles recorded

DESCRIPTION

Revised June 15, 1992

1 R-08-PL/P1-B. H FOR ARCADE (CONTINUED)  
2 December 28, 1945. in Book 22651, Page 63. of Official Records of said  
3 County, and the southerly terminus of said curve being a point of tangency  
4 in the northerly prolongation of that certain course having a bearing and  
5 distance of "North 05° 09' 26" West 83.12 feet" in the easterly line of the  
6 land as described in Parcel 1 of the deed to Maier Brewing Co., recorded  
7 August 14, 1964. as Instrument No. 5697, in Book D2591, Page 55 of said  
8 Official Records, a radial of said curve to said intersection having a  
9 bearing of South 89° 53' 06" West; thence northerly along said curve,  
10 through a central angle of 02° 28' 08" an arc distance of 17.24 feet to a  
11 line parallel with and distant 17.03 feet northerly, measured at right  
12 angles, from that certain course described above as having a bearing and  
13 distance of "South 79° 58' 59" East 77.87 feet"; thence along said parallel  
14 line North 79° 58' 59" West 57.12 feet to Point "A" for purposes of this  
15 description in a line parallel with and distant 18.03 feet easterly, measured  
16 at right angles, from that certain course described above as having a bearing  
17 and distance of "South 10° 01' 01" West 257.29 feet"; thence along said last  
18 mentioned parallel line North 10° 01' 01" East 168.02 feet; thence South 79°  
19 58' 59" East 11.08 feet; thence North 10° 01' 01" East 18.17 feet; thence North  
20 79° 59' 58" West 11.08 feet; thence North 10° 01' 01" East 54.08 feet to a line  
21 bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING; thence North  
22 79° 58' 59" West 18.08 feet to said TRUE POINT OF BEGINNING.  
23  
24 The above described land being an airspace parcel the lower limit of the  
25 easterly portion of which is a sloping plane, the easterly limit of said  
26 sloping plane at the most easterly line of said parcel having an elevation of  
27 street level, as said street level will be determined by the proposed  
28 realignment of Vignes Street, and the westerly limit of said sloping plane at a  
29 line bearing South 10° 01' 01" West from said Point "A" having an elevation of  
30 293.0 feet; the lower limit of the westerly portion of said airspace parcel is  
31 a horizontal plane having an elevation of 293.0 feet, said westerly portion is  
32 bounded easterly by said line bearing South 10° 01' 01" West from said Point

DESCRIPTION

Revised June 15, 1992

1 R-08-PL/P1-B,  $\frac{1}{2}$  FOR ARCADE (CONTINUED)  
2 "A"; and the upper limit of said airspace parcel is a horizontal plane having  
3 an elevation of 313.0 feet, all elevations based on City of Los Angeles  
4 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
5 Adjustment, based on National Geodetic Datum of 1929.  
6  
7 Containing 5,848 square feet.

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DESCRIPTION

Map 1 (C)  
Map 2 (C)

EASEMENT  
PARCELS E-3 (R-07.08-PL/P1-E FOR PLAZA ACCESS )  
& E-4:

Revised June 15, 1992

1 PARCEL 1  
2 That portion of Lot 4 of Tract No. 10151. in the City of Los Angeles. in  
3 the County of Los Angeles. State of California. as per map recorded  
4 in Book 157. Pages 45 to 47 inclusive of Maps. in the office of the County  
5 Recorder of said County; and those portions of City Lands. in said City.  
6 County and State. as per map recorded in Book 2. Pages 504 and 505 of said  
7 Miscellaneous Records. described as a whole as follows:  
8  
9 Commencing at the intersection of the easterly prolongation of the  
10 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
11 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151;  
12 thence along said prolongation South 71° 09' 27" East 39.24 feet to the  
13 northerly terminus of that certain course having a bearing and distance of  
14 "South 18° 56' 50" West 3.00 feet" in the land as described in Parcel 3 of  
15 the Highway Easement to the City of Los Angeles. recorded May 13. 1936. in  
16 Book 14076. Page 324 of Official Records. in said office of the County  
17 Recorder; thence along a westerly and southerly lines of said Parcel 3  
18 South 18° 50' 33" West 3.00 feet and South 71° 09' 27" East 10.86 feet;  
19 thence along a line parallel with the centerline of Alameda Street. 96 feet  
20 wide. as shown on the map of said Tract No. 10151. South 10° 01' 01" West  
21 240.67 feet; thence South 79° 58' 59" East 45.00 feet; thence South  
22 10° 01' 01" West 45.00 feet; thence South 79° 58' 59" East 150.00 feet;  
23 thence South 10° 01' 01" West 243.54 feet to the TRUE POINT OF BEGINNING;  
24 thence continuing South 10° 01' 01" West 28.00 feet; thence South 79° 58'  
25 59" East 83.92 feet to an intersection with a curve. concave easterly and  
26 having a radius of 400.00 feet. the northerly terminus of said curve being  
27 a point of tangency in a line parallel with and distant 90 feet westerly.  
28 measured at right angles. from that certain course having a bearing and  
29 distance of "South 21° 36' 27" West 259.84 feet" in the easterly line of  
30 the land described in Parcel 1 of the Grant Deed to the City of Los Angeles  
31 recorded December 28, 1945, in Book 22651, Page 63, of Official Records of  
32 said County. and the southerly terminus of said curve being a point of

DESCRIPTION

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1 R-07.08-PL/P1-E FOR PLAZA ACCESS - PARCEL 1 (CONTINUED)  
2 tangency in the northerly prolongation of that certain course having a  
3 bearing and distance of "North 05° 09' 26" West 83.12 feet" in the easterly  
4 line of the land as described in Parcel 1 of the deed to Maier Brewing Co.,  
5 recorded August 14, 1964, as Instrument No. 5697, in Book D2591, Page 55 of  
6 said Official Records, a radial of said curve to said intersection having a  
7 bearing of South 85° 46' 52" West; thence northerly along said curve,  
8 through a central angle of 04° 06' 14" an arc distance of 28.65 feet to a  
9 line parallel with and distant 28.00 feet northerly, measured at right  
10 angles, from that certain course described above as having a bearing and  
11 distance of "South 79° 58' 59" East 83.92 feet"; thence along said parallel  
12 line North 79° 58' 59" West 77.87 feet to the TRUE POINT OF BEGINNING.  
13  
14 The above described land being an airspace parcel the lower limit of which  
15 is a sloping plane, the easterly limit of said plane at the easterly line of  
16 said parcel having an elevation of street level, as said street level will  
17 be determined by the proposed realignment of Vignes Street, and the  
18 westerly limit of said plane at the westerly line of said parcel having an  
19 elevation of 293.0 feet, said elevations based on City of Los Angeles  
20 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
21 Adjustment, based on National Geodetic Datum of 1929.  
22  
23 Containing 2.260 square feet  
24  
25  
26 PARCEL 2  
27 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
28 the County of Los Angeles, State of California, as per map recorded  
29 in Book 157, Pages 45 to 47 inclusive of Maps, in the office of the County  
30 Recorder of said County; and those portions of City Lands, in said City,  
31 County and State, as per map recorded in Book 2, Pages 504 and 505 of said  
32 Miscellaneous Records, described as a whole as follows:

DESCRIPTION

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1 R-07.08-PL/P1-E FOR PLAZA ACCESS - PARCEL 2 (CONTINUED)

2 Commencing at the intersection of the easterly prolongation of the

3 southerly line of Lot "A" of said Tract No. 10151 with the centerline of

4 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151:

5 thence along said prolongation South 71° 09' 27" East 39.24 feet to the

6 northerly terminus of that certain course having a bearing and distance of

7 "South 18° 56' 50" West 3.00 feet" in the land as described in Parcel 3 of

8 the Highway Easement to the City of Los Angeles. recorded May 13, 1936. in

9 Book 14076. Page 324 of official Records. in said office of the County

10 Recorder; thence along a westerly and southerly lines of said Parcel 3

11 South 18° 50' 33" West 3.00 feet and South 71° 09' 27" East 10.86 feet:

12 thence along a line parallel with the centerline of Alameda Street. 96 feet

13 wide. as shown on the map of said Tract No. 10151. South 10° 01' 01" West

14 240.67 feet; thence South 79° 58' 59" East 45.00 feet; thence South

15 10° 01' 01" West 45.00 feet; thence South 79° 58' 59" East 150.00 feet;

16 thence South 10° 01' 01" West 311.54 feet; to the TRUE POINT OF BEGINNING;

17 thence continuing South 10° 01' 01" West 31.04 feet; thence South 79° 58'

18 59" East 103.12 feet to an intersection with the northerly prolongation

19 of that certain course having a bearing and distance of "North 05° 09' 26"

20 West 83.12 feet" in the easterly line of the land as described in Parcel 1

21 of the deed to Maier Brewing Co.. recorded August 14, 1964. as Instrument

22 No. 5697. in Book D2591. Page 55 of said Official Records; thence along

23 said prolongation North 05° 05' 09" West 32.16 feet to a line parallel with

24 and distant 31.04 feet northerly. measured at right angles. from that

25 certain course described above as having a bearing and distance of "South

26 79° 58' 59" East 103.12 feet"; thence along said parallel line North 79°

27 58' 59" West 94.70 feet to the TRUE POINT OF BEGINNING.

28

29 The above described land being an airspace parcel the lower limit of which

30 is a sloping plane. the easterly limit of said plane at the easterly line of

31 said parcel having an elevation of street level. as said street level will

32 be determined by the proposed realignment of Vignes Street, and the

DESCRIPTION

Revised June 15, 1992

- 1 R-07,08-PL/P1-E FOR PLAZA ACCESS - PARCEL 2 (CONTINUED)
- 2 westerly limit of said plane at the westerly line of said parcel having an
- 3 elevation of 293.0 feet, said elevations based on City of Los Angeles
- 4 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980
- 5 Adjustment, based on National Geodetic Datum of 1929.
- 6
- 7 Containing 3,070 square feet
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DESCRIPTION

Map 10  
Map 20

Revised June 15, 1992

EASEMENT  
PARCELS E-5 (R-07.08-PL/P1-F FOR PARKING ACCESS )

1 That portion of Lot 4 of Tract No. 10151. in the City of Los Angeles. in  
2 the County of Los Angeles. State of California. as per map recorded  
3 in Book 157. Pages 45 to 47 inclusive of Maps. in the office of the County  
4 Recorder of said County; and those portions of City Lands. in said City.  
5 County and State. as per map recorded in Book 2. Pages 504 and 505 of said  
6 Miscellaneous Records. described as a whole as follows:

7  
8 Commencing at the intersection of the easterly prolongation of the  
9 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
10 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151:  
11 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
12 northerly terminus of that certain course having a bearing and distance of  
13 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
14 the Highway Easement to the City of Los Angeles. recorded May 13, 1936. in  
15 Book 14076. Page 324 of official Records. in said office of the County  
16 Recorder: thence along a westerly and southerly lines of said Parcel 3  
17 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet:  
18 thence along a line parallel with the centerline of Alameda Street. 96 feet  
19 wide. as shown on the map of said Tract No. 10151. South  $10^{\circ} 01' 01''$  West  
20 240.67 feet: thence South  $79^{\circ} 58' 59''$  East 45.00 feet: thence South  
21  $10^{\circ} 01' 01''$  West 45.00 feet: thence South  $79^{\circ} 58' 59''$  East 150.00 feet:  
22 thence South  $10^{\circ} 01' 01''$  West 271.54 feet to the TRUE POINT OF BEGINNING:  
23 thence continuing South  $10^{\circ} 01' 01''$  East 40.00 feet: thence South  $79^{\circ} 58'$   
24  $59''$  East 94.70 feet to the northerly prolongation of that certain course  
25 having a bearing and distance of "North  $05^{\circ} 09' 26''$  West 83.12 feet" in the  
26 easterly line of the land as described in Parcel 1 of the deed to Maier  
27 Brewing Co.. recorded August 14, 1964. as Instrument No. 5697. in Book  
28 D2591. Page 55 of said official Records: thence along said prolongation  
29 North  $05^{\circ} 05' 09''$  West 34.91 feet to the beginning of a tangent curve.  
30 concave easterly and having a radius of 400.00 feet. the northerly terminus  
31 of said curve being a point of tangency in a line parallel with and distant  
32 90 feet westerly. measured at right angles. from that certain course having

DESCRIPTION

Revised June 15, 1992

1 R-07,08-PL/P1-F FOR PARKING ACCESS (CONTINUED)  
2 a bearing and distance of "South 21<sup>o</sup> 36' 27" West 259.84 feet" in the  
3 easterly line of the land described in Parcel 1 of the Grant Deed to the  
4 City of Los Angeles recorded December 28, 1945, in Book 22651, Page 63, of  
5 official Records of said County: thence northerly along said curve, through  
6 a central angle of 00<sup>o</sup> 56' 01" an arc distance of 6.52 feet to a line  
7 parallel with and distant 40.00 feet northerly, measured at right angles,  
8 from that certain course described above as having a bearing and distance  
9 of "South 79<sup>o</sup> 58' 59" East 94.70 feet": thence along said parallel line  
10 North 79<sup>o</sup> 58' 59" West 83.92 feet to the TRUE POINT OF BEGINNING.  
11  
12 The above described land being an airspace parcel the lower limit of which  
13 is a sloping plane, the easterly limit of said plane at the easterly line of  
14 said parcel having an elevation of street level, as said street level will  
15 be determined by the proposed realignment of Vignes Street, and the  
16 westerly limit of said plane at the westerly line of said parcel having an  
17 elevation of 278.7 feet, said elevations based on City of Los Angeles Bench  
18 Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment, based  
19 on National Geodetic Datum of 1929.  
20  
21 Containing 3,571 square feet  
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## DESCRIPTION

Map I (E)

Revised June 15, 1992

## EASEMENT

PARCEL E-7:

(R-10-PL/P1-B) FOR ARCADE )

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
 2 the County of Los Angeles, State of California, as per map recorded  
 3 in Book 157, Pages 45 to 47 inclusive of Maps, in the office of the County  
 4 Recorder of said County; those portions of Blocks "C" and "D" of the  
 5 Subdivision of the Aliso Tract, in said City, County and State, as per map  
 6 recorded in Book 4, Pages 12 and 13 of said Miscellaneous Records; those  
 7 portions of the Subdivision of the Ballesteros Vineyard Tract, in said  
 8 City, County and State, as per map recorded in Book 1, Pages 505 and 506 of  
 9 said Miscellaneous Records; and those portions of City Lands, in said City,  
 10 County and State, as per map recorded in Book 2, Pages 504 and 505 of said  
 11 Miscellaneous Records, described as a whole as follows:

12  
 13 Commencing at the intersection of the easterly prolongation of the  
 14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
 15 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
 16 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
 17 northerly terminus of that certain course having a bearing and distance of  
 18 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
 19 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
 20 Book 14076, Page 324 of Official Records, in said office of the County  
 21 Recorder; thence along a westerly and southerly lines of said Parcel 3  
 22 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
 23 thence along a line parallel with the centerline of Alameda Street, 96 feet  
 24 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
 25 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  
 26  $10^{\circ} 01' 01''$  West 45.00 feet to Point "A" for purposes of this description;  
 27 thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence South  $10^{\circ} 01' 01''$  West  
 28 342.58 feet to the TRUE POINT OF BEGINNING; thence continuing South  $10^{\circ} 01'$   
 29  $01''$  West 274.25 feet; thence South  $79^{\circ} 58' 59''$  East 18.08 feet; thence  
 30 North  $10^{\circ} 01' 01''$  East 227.17 feet; thence South  $79^{\circ} 58' 59''$  East 11.08  
 31 feet; thence North  $10^{\circ} 01' 01''$  East 18.17 feet; thence North  $79^{\circ} 58' 59'$   
 32 West 11.08 feet; thence North  $10^{\circ} 01' 01''$  East 14.92 feet to Point "B" for

DESCRIPTION

Revised June 15, 1992

1 R-10-PL/P1-B.H FOR ARCADE (CONTINUED)  
2 purposes of this description in a line parallel with and distant 14.00 feet  
3 southerly, measured at right angles, from a line bearing South 79° 58' 59"  
4 East from the TRUE POINT OF BEGINNING; thence along said parallel line  
5 South 79° 58' 59" East 88.83 feet to an intersection with the northerly  
6 prolongation of that certain course having a bearing and distance of "North  
7 05° 09' 26" West 83.12 feet" in the easterly line of the land as described  
8 in Parcel 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as  
9 Instrument No. 5697, in Book D2591, Page 55 of said Official Records;  
10 thence along said prolongation North 05° 05' 09" West 14.50 feet to said  
11 line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING;  
12 thence along said line North 79° 58' 59" West 103.12 feet to said TRUE  
13 POINT OF BEGINNING.

14  
15 The above described land being an airspace parcel the lower limit of the  
16 easterly portion of which is a sloping plane, the easterly limit of said  
17 sloping plane at the most easterly line of said parcel having an elevation  
18 of street level, as said street level will be determined by the proposed  
19 realignment of Vignes Street, and the westerly limit of said sloping plane  
20 at a line bearing North 10° 01' 01" East from said Point "B" having an  
21 elevation of 293.0 feet; the lower limit of the westerly portion of said  
22 airspace parcel is a horizontal plane having an elevation of 293.0 feet,  
23 said westerly portion is bounded easterly by said line bearing North 10°  
24 01' 01" East from said Point "B"; and the upper limit of said airspace  
25 parcel is a horizontal plane having an elevation of 313.0 feet, based on  
26 City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
27 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.  
28  
29 Containing 6.377 square feet.

30  
31  
32

DESCRIPTION

Map I (F)

EASEMENT

Revised June 15, 1992

PARCEL E-8:

(R-10-PL-D.E FOR ROADWAY )

1 Those portions of Blocks "C" and "D" of the Subdivision of the Aliso Tract,  
2 in the City of Los Angeles, in the County of Los Angeles, State of  
3 California, as per map recorded in Book 4, Pages 12 and 13 of Miscellaneous  
4 Records in the office of the County Recorder of said County, described as a  
5 whole as follows:  
6  
7 Commencing at the intersection of the easterly prolongation of the southerly  
8 line of Lot "A" of Tract No. 10151, in said City, County and State, as per  
9 map recorded in Book 157, Pages 45 to 47 of Maps, in said Recorder's  
10 Office, with the centerline of Avila Street, 60 feet wide, as shown on the  
11 map of said Tract No. 10151; thence along said prolongation South  $71^{\circ} 09'$   
12  $27''$  East 39.24 feet to the northerly terminus of that certain course having  
13 a bearing and distance of "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as  
14 described in Parcel 3 of the Highway Easement to the City of Los Angeles,  
15 recorded May 13, 1936, in Book 14076, Page 324 of Official Records, in said  
16 office of the County Recorder; thence along a westerly and southerly lines  
17 of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$   
18 East 10.86 feet; thence along a line parallel with the centerline of  
19 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
20 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00  
21 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet to Point "A" for purposes of  
22 this description; thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  
23  $10^{\circ} 01' 01''$  East 13.75 feet; thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a  
24 point in the westerly line of the land as described in Parcel 1 of the deed  
25 to the City of Los Angeles recorded December 28, 1945, in Book 22651, Page  
26 63 of Official Records, in said office of the County Recorder, being a  
27 curve concave westerly and having a radius of 1000.00 feet, a radial of  
28 said curve to said point having a bearing of South  $65^{\circ} 11' 07''$  East;  
29 thence southerly along said curve, through a central angle of  $04^{\circ} 46' 57''$   
30 an arc distance of 83.47 feet to an intersection with a line parallel with  
31 and distant 90 feet westerly, measured at right angles, from that certain  
32 course having a bearing and distance of "South  $21^{\circ} 36' 27''$  West 259.84 feet"

DESCRIPTION

Revised June 15, 1992

R-10-PL-D.E FOR ROADWAY (CONTINUED)

1 in the easterly line of said Parcel 1 of the last mentioned deed to the City  
2 of Los Angeles; thence along said parallel line South  $21^{\circ} 29' 15''$  West  
3 28.23 feet to the beginning of a tangent curve concave easterly and having  
4 a radius of 400.00 feet, said curve being tangent at its southerly terminus  
5 to the northerly prolongation of that certain course having a bearing and  
6 distance of "North  $05^{\circ} 09' 26''$  West 83.12 feet" in the easterly line of the  
7 land as described in Parcel 1 of the deed to Maier Brewing Co., recorded  
8 August 14, 1964, as Instrument No. 5697, in Book D2591, Page 55 of said  
9 Official Records; thence southerly along said last mentioned curve,  
10 through a central angle of  $26^{\circ} 38' 24''$  an arc distance of 185.98 feet to  
11 said northerly prolongation; thence along said prolongation South  $05^{\circ} 09'$   
12  $09''$  East 187.29 feet to the southerly terminus of said certain course;  
13 thence continuing along the easterly line of said Parcel 1 of the deed to  
14 Maier Brewing Co., South  $04^{\circ} 59' 28''$  East 209.00 feet to the northeasterly  
15 corner of the land as described in Parcel 71780 (Amended) in the Final  
16 Order of Condemnation entered in Los Angeles County Superior Court Case No.  
17 C447627, a certified copy of which was recorded March 29, 1988, as  
18 Instrument No. 88-422827 of said Official Records, said northeasterly  
19 corner being the TRUE POINT OF BEGINNING; thence westerly along the  
20 northerly line of said Parcel 71780 (Amended) and its westerly  
21 prolongation, being a curve concave southerly and having a radius of  
22 4340.00 feet, from a radial bearing North  $08^{\circ} 55' 59''$  East to said  
23 northeasterly corner, through a central angle of  $04^{\circ} 28' 49''$  an arc  
24 distance of 339.35 feet to a line bearing South  $10^{\circ} 01' 01''$  West from said  
25 hereinbefore described Point "A"; thence along said last mentioned line  
26 North  $10^{\circ} 01' 01''$  East 63.32 feet to a point distant 616.83 feet southerly  
27 along said last mentioned line from said Point "A"; thence South  $79^{\circ} 58'$   
28  $59''$  East 168.08 feet; thence South  $10^{\circ} 01' 01''$  West 7.16 feet a point on  
29 a curve concentric with and distant 43 feet northerly, measured radially,  
30 from that certain curve described above as concave southerly and having  
31 a radius of 4340.00 feet; thence easterly along said curve, from a  
32 radial bearing South  $06^{\circ} 42' 42''$  West from said last mentioned point,

DESCRIPTION

Revised June 15, 1992

1 R-10-PL-D,E FOR ROADWAY (CONTINUED)  
2 through a central angle of  $02^{\circ} 04' 55''$  an arc distance of 159.28 feet  
3 to said easterly line of Parcel 1 of the deed to Maier Brewing  
4 Co.; thence along said easterly line South  $04^{\circ} 59' 29''$  East 44.29 feet to  
5 the TRUE POINT OF BEGINNING.  
6  
7 The above described land being an airspace parcel the lower limit of which  
8 is a sloping plane, the easterly limit of said plane at the easterly line  
9 of said parcel having an elevation of street level, as said street level  
10 will be determined by the proposed realignment of Vignes Street, and the  
11 westerly limit of said plane at the westerly line of said parcel having an  
12 elevation of 293.0 feet, said elevations, based on City of Los Angeles  
13 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
14 Adjustment, based on National Geodetic Datum of 1929.  
15  
16  
17 Containing 16,546 square feet  
18  
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DESCRIPTION

Map I ⑥

EASEMENT  
PARCEL E-9:

Revised June 15, 1992  
( R-03-PL-B. N FOR ARCADE )

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
2 the County of Los Angeles, State of California, as per map recorded in Book  
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder  
4 of said County; those portions of Block "D" of the Subdivision of the  
5 Aliso Tract, in said City, County and State, as per map recorded in Book 4,  
6 Pages 12 and 13 of Miscellaneous Records, in said office of the County  
7 Recorder; and those portions of City Lands, in said City, County and State,  
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
9 Records, described as a whole as follows:  
10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of Official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
21 thence along a line parallel with the centerline of Alameda Street, 96 feet  
22 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
24  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
25 beginning of a tangent curve concave southeasterly and having a radius of  
26 80.00 feet; thence southwesterly along said curve through a central angle  
27 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
28 distant 58.92 feet westerly, measured at right angles, from the southerly  
29 prolongation of that certain course described above as having a bearing and  
30 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said  
31 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the beginning of a  
32 non-tangent curve concave northeasterly and having a radius of 80.00 feet.



DESCRIPTION

Revised June 15, 1992

1 R-03-PL-B. H FOR ARCADE (CONTINUED)  
2 said curve being tangent at its easterly terminus to a line parallel with  
3 and distant 160.00 feet southerly. measured along said last mentioned  
4 southerly prolongation. from that certain course described above as having  
5 a bearing and distance of "North 79° 58' 59" West 19.25 feet". said  
6 easterly terminus being distant 19.25 feet westerly along said parallel  
7 line from the intersection of said parallel line with said southerly  
8 prolongation: thence southeasterly along said last mentioned curve. through  
9 a central angle of 47° 25' 50" an arc distance of 66.23 feet to said  
10 easterly terminus: thence tangent to said curve along said last mentioned  
11 parallel line South 79° 58' 59" East 19.25 feet to said southerly  
12 prolongation: thence continuing along said southerly prolongation South 10°  
13 01' 01" West 180.58 feet to the TRUE POINT OF BEGINNING: thence continuing  
14 South 10° 01' 01" West 183.75 feet: thence North 79° 58' 59" West 18.08  
15 feet: thence North 10° 01' 01" East 183.75 feet: thence South 79° 58' 59"  
16 East 18.08 feet to the TRUE POINT OF BEGINNING.  
17  
18 The above described land being an airspace parcel the lower limit of which is  
19 a plane having an elevation of 293.0 feet. and the upper limit of which is  
20 a plane having an elevation of 313.0 feet. based on City of Los Angeles  
21 Bench Mark No. 12-04270 having an elevation of 278.352 feet. 1980  
22 Adjustment, based on National Geodetic Datum of 1929.  
23  
24 Containing 3,323 square feet.  
25  
26  
27  
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30  
31  
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DESCRIPTION

Map I (H)

EASEMENT

Revised June 15, 1992

PARCEL E-10: (R-03-PL-D. F FOR ROADWAY )

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
2 the County of Los Angeles, State of California, as per map recorded in Book  
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder  
4 of said County; those portions of Block "D" of the Subdivision of the  
5 Aliso Tract, in said City, County and State, as per map recorded in Book 4,  
6 Pages 17 and 13 of Miscellaneous Records, in said office of the County  
7 Recorder; and those portions of City Lands, in said City, County and State,  
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
9 Records, described as a whole as follows:

10

11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of Official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
21 thence along a line parallel with the centerline of Alameda Street, 96 feet  
22 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
24  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
25 beginning of a tangent curve concave southeasterly and having a radius of  
26 80.00 feet; thence southwesterly along said curve through a central angle  
27 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
28 distant 58.92 feet westerly, measured at right angles, from the southerly  
29 prolongation of that certain course described above as having a bearing and  
30 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said  
31 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the beginning of a  
32 non-tangent curve concave northeasterly and having a radius of 80.00 feet.

## DESCRIPTION

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1 R-03-PL-D. F FOR ROADWAY (CONTINUED)

2 said curve being tangent at its easterly terminus to a line parallel with

3 and distant 160.00 feet southerly. measured along said last mentioned

4 southerly prolongation, from that certain course described above as having

5 a bearing and distance of "North 79° 58' 59" West 19.25 feet". said

6 easterly terminus being distant 19.25 feet westerly along said parallel

7 line from the intersection of said parallel line with said southerly

8 prolongation: thence southeasterly along said last mentioned curve, through

9 a central angle of 47° 25' 50" an arc distance of 66.23 feet to said

10 easterly terminus: thence tangent to said curve along said last mentioned

11 parallel line South 79° 58' 59" East 19.25 feet to said southerly

12 prolongation: thence continuing along said southerly prolongation South 10°

13 01' 01" West 364.33 feet to the TRUE POINT OF BEGINNING: thence continuing

14 South 10° 01' 01" West 63.32 feet to a point in the westerly prolongation

15 of the northerly line of the land as described in Parcel 71779-1. in the

16 Final Order of Condemnation entered in Los Angeles County Superior Court

17 Case No. C447627. a certified copy of which was recorded March 29, 1988. as

18 Instrument No. 88-422827 of said Official Records. said westerly

19 prolongation being a curve concave southerly and having a radius of 4340.00

20 feet. a radial of said curve to said point having a bearing of North 04°

21 27' 10" East: thence westerly along said curve, through a central angle of

22 00° 51' 26" an arc distance of 64.94 feet to a line parallel with and

23 distant 64.58 feet westerly. measured at right angles, from that certain

24 course described above as having a bearing and distance of "South 10° 01'

25 01" West 364.33 feet": thence along said parallel line North 10° 01' 01"

26 East 171.38 feet: thence South 79° 58' 59" East 28.00 feet: thence North

27 10° 01' 01" East 24.33 feet: thence South 79° 58' 59" East 18.50 feet:

28 thence South 10° 01' 01" West 125.62 feet to a line bearing North 79° 58'

29 59" West from the TRUE POINT OF BEGINNING: thence South 79° 58' 59" East

30 18.08 feet to said TRUE POINT OF BEGINNING.

31

32 The above described land being an airspace parcel the lower limit of which

DESCRIPTION

Revised June 15, 1992

1 R-03-PL-D, F FOR ROADWAY (CONTINUED)  
2 is a sloping plane, the easterly limit of said plane at the easterly line  
3 of said parcel of land having an elevation of 293.0 feet, and the northerly  
4 limit of said plane at the northerly line of said parcel of land having an  
5 elevation of 278.7 feet, said elevations based on City of Los Angeles Bench  
6 Mark No. 12-04270 having an elevation of 278.352 feet, 1981 Adjustment,  
7 based on National Geodetic Datum of 1929, said sloping plane intending to  
8 describe a drive ramp from the Metro Bus Plaza to be constructed on what is  
9 known as Lot 4 of proposed Tract No. 51217 to the first subterranean level  
10 of parking to be constructed below said Lot 4.

11  
12 Containing 9,463 square feet.

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DESCRIPTION

Map I ①

EASEMENT

Revised June 15, 1992

PARCEL E-11: (R-02-PL-B, H FOR ARCADE & CAMPANILE )

1 That portion of LOT 4 of Tract No. 10151, in the City of Los Angeles, in  
2 the County of Los Angeles, State of California, as per map recorded in Book  
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder  
4 of said County, described as a whole as follows:  
5  
6 Commencing at the intersection of the easterly prolongation of the  
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
8 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
9 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
10 northerly terminus of that certain course having a bearing and distance of  
11 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
12 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
13 Book 14076, Page 324 of Official Records, in said office of the County  
14 Recorder; thence along a westerly and southerly lines of said Parcel 3  
15 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
16 thence along a line parallel with the centerline of Alameda Street, 96 feet  
17 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
18 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
19  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
20 beginning of a tangent curve concave southeasterly and having a radius of  
21 80.00 feet; thence southwesterly along said curve through a central angle  
22 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
23 distant 58.92 feet westerly, measured at right angles, from the southerly  
24 prolongation of that certain course described above as having a bearing and  
25 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said  
26 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the beginning of a  
27 non-tangent curve concave northeasterly and having a radius of 80.00 feet,  
28 said curve being tangent at its easterly terminus to a line parallel with  
29 and distant 160.00 feet southerly, measured along said last mentioned  
30 southerly prolongation, from that certain course described above as having  
31 a bearing and distance of "North  $79^{\circ} 58' 59''$  West 19.25 feet", said  
32 easterly terminus being distant 19.25 feet westerly along said parallel

DESCRIPTION

Revised June 15, 1992

1 R-02-PL-B. H FOR ARCADE & CAMPANILE (CONTINUED)  
2 line from the intersection of said parallel line with said southerly  
3 prolongation: thence southeasterly along said last mentioned curve, through  
4 a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to said  
5 easterly terminus: thence tangent to said curve along said last mentioned  
6 parallel line South  $79^{\circ} 58' 59''$  East 19.25 feet to said southerly  
7 prolongation and the TRUE POINT OF BEGINNING: thence along said southerly  
8 prolongation South  $10^{\circ} 01' 01''$  West 180.58 feet: thence North  $79^{\circ} 58' 59''$   
9 West 18.08 feet: thence North  $10^{\circ} 01' 01''$  East 128.04 feet: thence North  
10  $79^{\circ} 58' 59''$  West 13.58 feet: thence North  $10^{\circ} 01' 01''$  East 26.31 feet:  
11 thence South  $79^{\circ} 58' 59''$  East 13.58 feet: thence North  $10^{\circ} 01' 01''$  East  
12 25.88 feet to an intersection with that certain course described above as  
13 having a bearing and distance of "South  $79^{\circ} 58' 59''$  East 19.25 feet":  
14 thence along said certain course South  $79^{\circ} 58' 59''$  East 18.08 feet to the  
15 TRUE POINT OF BEGINNING.  
16  
17 The above described land being an airspace parcel the lower limit of which is  
18 a plane having an elevation of 293.0 feet, and the upper limit of which is  
19 a plane having an elevation of 313.0 feet, based on City of Los  
20 Angeles Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
21 Adjustment, based on National Geodetic Datum of 1929.  
22  
23 Containing 3.623 square feet.  
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DESCRIPTION

Map 1 (J)

Revised June 15, 1992

EASEMENT

PARCEL E-12: (R-01-PL-B. H FOR ARCADE)

1 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
2 Dec'd, in the City of Los Angeles, in the County of Los Angeles, State of  
3 California, as per map recorded in Book 34, Page 90 of Miscellaneous  
4 Records, in the office of the County Recorder of said County; that portion  
5 of Lot 4 of Tract No. 10151, in said City, County and State, as per map  
6 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
7 Office; and those portions of City Lands, in said City, County and State,  
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
9 Records, described as a whole as follows:  
10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of Official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
21 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
22 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
23 Tract No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58'$   
24  $59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 137.50 feet; thence  
25 North  $79^{\circ} 58' 59''$  West 16.08 feet; thence North  $10^{\circ} 01' 01''$  East 95.24  
26 feet; thence North  $79^{\circ} 58' 59''$  West 15.06 feet; thence North  $10^{\circ} 01' 01''$   
27 East 15.00 feet; thence North  $79^{\circ} 58' 59''$  West 15.00 feet; thence North  
28  $10^{\circ} 01' 01''$  East 15.00 feet; thence North  $79^{\circ} 58' 59''$  West 15.00 feet;  
29 thence North  $10^{\circ} 01' 01''$  East 15.06 feet; thence North  $79^{\circ} 58' 59''$  West  
30 15.03 feet; thence North  $10^{\circ} 01' 01''$  East 243.07 feet to a line bearing  
31 North  $71^{\circ} 09' 27''$  West from the TRUE POINT OF BEGINNING; thence South  $71^{\circ}$   
32  $09' 27''$  East 33.56 feet to said TRUE POINT OF BEGINNING.

DESCRIPTION

Revised June 15, 1992

1 R-01-PL-B, H FOR ARCADE (CONTINUED)  
2 EXCEPT THEREFROM any portion of said land lying northerly of a line  
3 parallel with and distant 20 feet southerly, measured at right angles, from  
4 the southerly line of Macy Street, 80 feet wide, as shown on the map of  
5 said Tract No. 10151.  
6  
7 The above described land being an airspace parcel the Lower limit of which is  
8 a plane having an elevation of 293.0 feet, based on City of Los Angeles  
9 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
10 Adjustment, based on National Geodetic Datum of 1929.  
11  
12 Containing 11,507 square feet.  
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DESCRIPTION

Map 1 (K)

Revised June 15, 1992

EASEMENT

PARCEL E-13: (R-01-GL-A EAST PORTAL STRUCTURE )

1 That portion of Lot 4 of Tract No. 10151. in the City of Los Angeles. in  
2 the County of Los Angeles. State of California. as per map recorded in Book  
3 157. Pages 45 to 47 inclusive of Maps. in the office of the County Recorder  
4 of said County; and those portions of City Lands. in said City. County and  
5 State. as per map recorded in Book 2. Pages 504 and 505 of said  
6 Miscellaneous Records. described as a whole as follows:

7  
8 Commencing at the intersection of the easterly prolongation of the  
9 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
10 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151:  
11 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
12 northerly terminus of that certain course having a bearing and distance of  
13 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
14 the Highway Easement to the City of Los Angeles. recorded May 13. 1936. in  
15 Book 14076. Page 324 of Official Records. in said office of the County  
16 Recorder: thence along a westerly and southerly lines of said Parcel 3  
17 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet:  
18 thence along a line parallel with the centerline of Alameda Street. 96 feet  
19 wide. as shown on the map of said Tract No. 10151. South  $10^{\circ} 01' 01''$  West  
20 240.67 feet: thence South  $79^{\circ} 58' 59''$  East 45.00 feet: thence South  $10^{\circ} 01'$   
21  $01''$  West 137.50 feet: thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
22 beginning of a tangent curve concave southeasterly and having a radius of  
23 80.00 feet: thence southwesterly along said curve through a central angle  
24 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a point in a line parallel  
25 with and distant 58.92 feet westerly. measured at right angles. from the  
26 southerly prolongation of that certain course described above as having a  
27 bearing and distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet". said last  
28 mentioned point being the TRUE POINT OF BEGINNING: thence along said  
29 parallel line South  $10^{\circ} 01' 01''$  West 54.12 feet: thence North  $79^{\circ} 58' 59''$   
30 West 21.08 feet to a point on the southerly prolongation of said curve  
31 described above as concave southeasterly and having a radius of 80.00 feet,  
32 a radial of said curve to said last mentioned point having a bearing of

DESCRIPTION

Revised June 15, 1992

1 R-01-GL-A FOR EAST PORTAL STRUCTURE (CONTINUED)  
2 North  $79^{\circ} 58' 59''$  West; thence northerly along said curve, through a  
3 central angle of  $42^{\circ} 34' 10''$  an arc distance of 59.44 feet to the TRUE  
4 POINT OF BEGINNING;  
5  
6 The above described land being an airspace parcel the Lower limit of which is  
7 a plane having an elevation of 326.5 feet, based on City of Los Angeles  
8 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
9 Adjustment, based on National Geodetic Datum of 1929.  
10  
11 Containing 483 square feet.  
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## DESCRIPTION

Map 1 (L)

## EASEMENT

Revised June 15, 1992

## PARCEL E-14: (R-02-GL-A FOR EAST PORTAL STRUCTURE )

1 That portion of Lot 4 of Tract No. 10151. in the City of Los Angeles. in  
 2 the County of Los Angeles. State of California. as per map recorded in Book  
 3 157. Pages 45 to 47 inclusive of Maps. in the office of the County Recorder  
 4 of said County. described as a whole as follows:  
 5  
 6 Commencing at the intersection of the easterly prolongation of the  
 7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
 8 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151:  
 9 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
 10 northerly terminus of that certain course having a bearing and distance of  
 11 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
 12 the Highway Easement to the City of Los Angeles. recorded May 13, 1936. in  
 13 Book 14076. Page 324 of Official Records. in said office of the County  
 14 Recorder: thence along a westerly and southerly lines of said Parcel 3  
 15 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet:  
 16 thence along a line parallel with the centerline of Alameda Street. 96 feet  
 17 wide. as shown on the map of said Tract No. 10151. South  $10^{\circ} 01' 01''$  West  
 18 240.67 feet: thence South  $79^{\circ} 58' 59''$  East 45.00 feet: thence South  $10^{\circ} 01'$   
 19  $01''$  West 137.50 feet: thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
 20 beginning of a tangent curve concave southeasterly and having a radius of  
 21 80.00 feet: thence southwesterly along said curve through a central angle  
 22 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a point in a line parallel  
 23 with and distant 58.92 feet westerly. measured at right angles. from the  
 24 southerly prolongation of that certain course described above as having a  
 25 bearing and distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet": thence along  
 26 said parallel line South  $10^{\circ} 01' 01''$  West 54.12 feet to the TRUE POINT OF  
 27 BEGINNING: thence continuing South  $10^{\circ} 01' 01''$  West 54.12 feet to the  
 28 beginning of a non-tangent curve concave northeasterly and having a radius  
 29 of 80.00 feet. said curve being tangent at its easterly terminus to a line  
 30 parallel with and distant 160.00 feet southerly. measured along said last  
 31 mentioned southerly prolongation. from that certain course described above  
 32 as having a bearing and distance of "North  $79^{\circ} 58' 59''$  West 19.25 feet".

DESCRIPTION

Revised June 15, 1992

R-02-GL-A FOR EAST PORTAL STRUCTURE (CONTINUED)

1 said easterly terminus being distant 19.25 feet westerly along said parallel  
2 line from the intersection of said parallel line with said southerly  
3 prolongation; thence northerly along said last mentioned curve, through  
4 a central angle of  $42^{\circ} 34' 10''$  an arc distance of 59.44 feet to a line  
5 bearing North  $79^{\circ} 58' 59''$  West from the TRUE POINT OF BEGINNING; thence  
6 South  $79^{\circ} 58' 59''$  East 21.08 feet to said TRUE POINT OF BEGINNING.

7  
8 The above described land being an airspace parcel the lower limit of which is  
9 a plane having an elevation of 326.5 feet, based on City of Los Angeles Bench  
10 Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment,  
11 based on National Geodetic Datum of 1929.

12  
13 Containing 483 square feet.

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## DESCRIPTION

Map 1 (M)

Revised June 15, 1992

## EASEMENT

PARCEL E-15: (R-01-PL/GL-B FOR AIR INTAKE)

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

5  
6 Commencing at the intersection of the easterly prolongation of the  
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
8 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151:  
9 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
10 northerly terminus of that certain course having a bearing and distance of  
11 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
12 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
13 Book 14076, Page 324 of Official Records, in said office of the County  
14 Recorder: thence along a westerly and southerly lines of said Parcel 3  
15 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet:  
16 thence along a line parallel with the centerline of Alameda Street, 96 feet  
17 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
18 240.67 feet: thence South  $79^{\circ} 58' 59''$  East 45.00 feet: thence South  $10^{\circ} 01'$   
19  $01''$  West 137.50 feet: thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
20 beginning of a tangent curve concave southeasterly and having a radius of  
21 80.00 feet: thence southwesterly along said curve through a central angle  
22 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a point in a line parallel  
23 with and distant 58.92 feet westerly, measured at right angles, from the  
24 southerly prolongation of that certain course described above as having a  
25 bearing and distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet" said last  
26 mentioned point being the TRUE POINT OF BEGINNING: thence along said  
27 parallel line North  $10^{\circ} 01' 01''$  East 48.96 feet: thence South  $79^{\circ} 58' 59''$   
28 East 19.17 feet: thence South  $10^{\circ} 01' 01''$  West 33.66 feet to an  
29 intersection with said curve described above as being concave southeasterly  
30 and having a radius of 80.00 feet: thence southwesterly along said curve,  
31 through a central angle of  $17^{\circ} 38' 14''$  an arc distance of 24.63 feet to  
32 the TRUE POINT OF BEGINNING.

DESCRIPTION

Revised June 15, 1992

1 R-01-PL/GL-B FOR AIR INTAKE (CONTINUED)  
2 The above described land being an airspace parcel the Lower limit of which is  
3 a plane having an elevation of 293.0 feet, and the upper limit of which  
4 is a plane having an elevation of 326.5 feet, based on City of Los Angeles  
5 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
6 Adjustment, based on National Geodetic Datum of 1929.  
7  
8 Containing 776 square feet.

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DESCRIPTION

Map I (N)

EASEMENT

Revised June 15, 1992

PARCEL E-16: (R-02-PL/GL-B FOR AIR INTAKE )

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

5  
6 Commencing at the intersection of the easterly prolongation of the  
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
8 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151:  
9 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
10 northerly terminus of that certain course having a bearing and distance of  
11 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
12 the Highway Easement to the City of Los Angeles. recorded May 13, 1936. in  
13 Book 14076. Page 324 of Official Records. in said office of the County  
14 Recorder: thence along a westerly and southerly lines of said Parcel 3  
15 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet:  
16 thence along a line parallel with the centerline of Alameda Street, 96 feet  
17 wide. as shown on the map of said Tract No. 10151. South  $10^{\circ} 01' 01''$  West  
18 240.67 feet: thence South  $79^{\circ} 58' 59''$  East 45.00 feet: thence South  $10^{\circ} 01'$   
19  $01''$  West 137.50 feet: thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
20 beginning of a tangent curve concave southeasterly and having a radius of  
21 80.00 feet: thence southwesterly along said curve through a central angle  
22 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
23 distant 58.92 feet westerly. measured at right angles. from the southerly  
24 prolongation of that certain course described above as having a bearing and  
25 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet": thence along said  
26 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the TRUE POINT OF  
27 BEGINNING at the beginning of a non-tangent curve concave northeasterly and  
28 having a radius of 80.00 feet. said curve being tangent at its easterly  
29 terminus to a line parallel with and distant 160.00 feet southerly.  
30 measured along said last mentioned southerly prolongation. from that  
31 certain course described above as having a bearing and distance of "North  
32  $79^{\circ} 58' 59''$  West 19.25 feet", said easterly terminus being distant 19.25

DESCRIPTION

Revised June 15, 1992

1 R-02-PL/GL-B FOR AIR INTAKE (CONTINUED)  
2 feet westerly along said parallel line from the intersection of said  
3 parallel line with said southerly prolongation; thence southeasterly along  
4 said last mentioned curve, through a central angle of  $47^{\circ} 25' 50''$  an arc  
5 distance of 24.63 feet a line parallel with and distant 19.17 feet  
6 easterly, measured at right angles, from the southerly prolongation of that  
7 certain course described above as having a bearing and distance of "South  
8  $10^{\circ} 01' 01''$  West 108.24 feet"; thence along said parallel line South  $10^{\circ}$   
9  $01' 01''$  West 33.66 feet to a line having a bearing of North  $79^{\circ} 58' 59''$   
10 West which line passes through said southerly prolongation at a point  
11 distant 48.96 feet southerly along said southerly prolongation from the  
12 TRUE POINT OF BEGINNING; thence North  $79^{\circ} 58' 59''$  West 19.17 feet to said  
13 southerly prolongation; thence along said southerly prolongation North  $10^{\circ}$   
14  $01' 01''$  East 48.96 feet to said TRUE POINT OF BEGINNING.  
15  
16 The above described land being an airspace parcel the lower limit of which is  
17 a plane having an elevation of 293.0 feet, and the upper limit of which is  
18 a plane having an elevation of 326.5 feet, based on City of Los Angeles  
19 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
20 Adjustment, based on National Geodetic Datum of 1929.  
21  
22 Containing 776 square feet.  
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DESCRIPTION

Map 2 (A)

EASEMENT

Revised June 26, 1992

PARCEL E-17: (R-11-P1-F. B FOR PARKING ACCESS)

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

5  
6 Commencing at the most southerly corner of said Lot 5: thence along the  
7 southwesterly line of said Lot 5. North  $48^{\circ} 06' 12''$  West 30 feet to the  
8 most southerly corner of Vignes Street. as described in Parcel 1 in the  
9 deed to the City of Los Angeles. recorded December 21. 1945 as Instrument  
10 No. 1224 in Book 22651 Page 63. Official Records of said County; thence  
11 along the easterly line of said Vignes Street. North  $21^{\circ} 29' 13''$  East 56.00  
12 feet to the point of tangency thereof with a curve concave easterly and  
13 having a radius of 50 feet: said point being the TRUE POINT OF BEGINNING;  
14 thence southerly along said curve. through a central angle of  $69^{\circ} 35' 25''$   
15 an arc distance of 60.73 feet: thence tangent to said curve. South  $48^{\circ} 06'$   
16  $12''$  East 4.27 feet to the southeasterly line of said Lot: thence  
17 northeasterly along said southeasterly line to the most southerly corner of  
18 the land described in the deed to Gustave Renaldo and wife. recorded  
19 October 7. 1944 as Instrument No. 10 in Book 21295 Page 399. Official  
20 Records of said County: thence northwesterly along the southwesterly line  
21 of said deed 175.95 feet to the easterly boundary of Vignes Street as  
22 described in said Parcel 1. in deed to the City of Los Angeles; thence  
23 southerly along said easterly boundary to the TRUE POINT OF BEGINNING.

24  
25 EXCEPT THEREFROM that portion of said land lying westerly of the following  
26 described line (on a different basis of bearings than the above described  
27 parcel of land):

28  
29 Commencing at a point in the centerline of Macy Street. 80 feet wide.  
30 distant thereon South  $71^{\circ} 09' 27''$  East 40.00 feet from the intersection of  
31 said centerline of Macy Street with the centerline of Vignes Street. 80  
32 feet wide. as said centerlines are shown on City of Los Angeles City

DESCRIPTION

Revised June 15, 1992

1 R-11-P1-F, B FOR PARKING ACCESS (CONTINUED)

2 Engineer's Field Book 50062, Pages 11, 12 and 13, on file in the office of  
3 said City Engineer; thence along said centerline of Macy Street South  $71^{\circ}$   
4  $09' 27''$  East 260.70 feet to the northerly prolongation of the easterly line  
5 of Lot 5 of Tract No. 10151, as per map recorded in Book 157, Pages 45 to  
6 47 of Maps, in the office of the County Recorder of said County; thence  
7 along said prolongation South  $19^{\circ} 22' 48''$  West 50.00 feet to the  
8 northeasterly corner of said Lot 5, being a point in a line parallel with  
9 and distant 50 feet southerly, measured at right angles, from said  
10 centerline of Macy Street; thence along said parallel line North  $71^{\circ} 09'$   
11  $27''$  West 129.73 feet to the beginning of a tangent curve concave  
12 southeasterly and having a radius of 25 feet, the southwesterly terminus of  
13 said curve being a point of compound curvature with a curve concave  
14 easterly and having a radius of 1900 feet, said last mentioned curve being  
15 concentric with and distant 50 feet easterly, measured radially, from a  
16 curve having a radius of 1950 feet which passes through the point of  
17 commencement of this description and from which point of commencement a  
18 radial of said curve of radius 1950 feet bears South  $71^{\circ} 09' 27''$  East;  
19 thence southwesterly along said curve of radius 25 feet, through a central  
20 angle of  $92^{\circ} 17' 33''$  an arc distance of 40.27 feet to said point of  
21 compound curvature; thence southerly along said concentric curve of radius  
22 1900 feet, through a central angle of  $07^{\circ} 42' 27''$  an arc distance of 255.59  
23 feet to a point from which a radial of said curve bears South  $81^{\circ} 09' 27''$   
24 East; thence tangent to said curve South  $08^{\circ} 50' 33''$  West 170.87 feet to  
25 the beginning of a tangent curve, concave easterly and having a radius of  
26 25 feet, said last mentioned curve being tangent at its southeasterly  
27 terminus to a line parallel with and distant 80 feet northeasterly,  
28 measured at right angles, from the southwesterly line of Lot 1 of Tract No.  
29 11515, as per map recorded in Book 261, Pages 9 and 10 of Maps, in said  
30 office of the County Recorder; thence southerly along said last mentioned  
31 curve, through a central angle of  $56^{\circ} 57' 18''$  an arc distance of 24.85 feet  
32 to said parallel line.

DESCRIPTION

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R-11-P1-F, B FOR PARKING ACCESS (CONTINUED)  
The above described land being an airspace parcel the lower limit of which is a plane having an elevation of 278.7 level feet, and the upper limit of which is a plane having an elevation street level, based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1900 Adjustment, based on National Geodetic Datum of 1929, as said street level will be determined by the proposed realignment of Vignes Street, the easterly line of which street is the line described in the EXCEPTION paragraph above.  
Containing 9,596 square feet

## DESCRIPTION

Map 2 (B)

## EASEMENT

Revised June 15, 1992

PARCEL E-18: (R-07-P1-C, B FOR PARKING &amp; ACCESS )

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

10  
 11 Commencing at the intersection of the easterly prolongation of the  
 12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
 13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
 14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
 15 northerly terminus of that certain course having a bearing and distance of  
 16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
 17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
 18 Book 14076, Page 324 of Official Records, in said office of the County  
 19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
 20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
 21 thence along a line parallel with the centerline of Alameda Street, 96 feet  
 22 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
 23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ}$   
 24  $01' 01''$  West 45.00 feet; thence South  $79^{\circ} 58' 59''$  East 150.00 feet;  
 25 thence North  $10^{\circ} 01' 01''$  East 13.75 feet to the TRUE POINT OF BEGINNING;  
 26 thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the westerly line  
 27 of the land as described in Parcel 1 of the deed to the City of Los Angeles  
 28 recorded December 28, 1945, in Book 22651, Page 63 of Official Records, in  
 29 said office of the County Recorder, being a curve concave westerly and  
 30 having a radius of 1000.00 feet, a radial of said curve to said point  
 31 having a bearing of South  $65^{\circ} 11' 07''$  East; thence southerly along said  
 32 curve, through a central angle of  $04^{\circ} 46' 57''$  an arc distance of 83.47 feet

DESCRIPTION

Revised June 15, 1992

1 R-07-P1-C, B FOR PARKING & ACCESS (CONTINUED)  
2 to an intersection with a line parallel with and distant 90 feet westerly,  
3 measured at right angles, from that certain course in the easterly line of said  
4 Parcel 1 of the last mentioned deed to the City of Los Angeles described as  
5 having a bearing and distance of "South 21° 36' 27" West 259.84 feet" in said  
6 deed; thence along said parallel line South 21° 29' 15" West 28.23 feet to the  
7 beginning of a tangent curve concave easterly and having a radius of 400.00  
8 feet, said curve being tangent at its southerly terminus to the northerly  
9 prolongation of that certain course having a bearing and distance of "North 05°  
10 09' 26" West 83.12 feet" in the easterly line of the land as described in  
11 Parcel 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as  
12 Instrument No. 5697, in Book D2591, Page 55 of said Official Records; thence  
13 southerly along said last mentioned curve through a central angle of 21° 36'  
14 09" an arc distance of 150.81 feet to a line bearing South 79° 58' 59" East  
15 from a point in the southerly prolongation of that certain course described  
16 above as having a bearing and distance of "North 10° 01' 01" East 13.75 feet",  
17 said last mentioned point being distant 257.29 feet southerly along said  
18 southerly prolongation from the TRUE POINT OF BEGINNING; thence North 79° 58'  
19 59" West 77.87 feet to said southerly prolongation; thence along said  
20 southerly prolongation North 10° 01' 01" East 257.29 feet to said TRUE POINT OF  
21 BEGINNING.

22  
23 The above described land being an airspace parcel the lower limit  
24 of which is a plane having an elevation of 278.7 feet, and the upper limit of  
25 which is a plane having an elevation of 293 feet, based on City of  
26 Los Angeles Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
27 Adjustment, based on National Geodetic Datum of 1929.

28  
29 Containing 21,201 square feet.  
30  
31

DESCRIPTION

Map 2 (E)

Revised June 15, 1992

EASEMENT

PARCEL E-19: (R-09-P1-C. B FOR PARKING AND ACCESS)

1 That portion of Lot 4 of Tract No. 10151. in the City of Los Angeles. in  
2 the County of Los Angeles. State of California. as per map recorded  
3 in Book 157. Pages 45 to 47 inclusive of Maps. in the office of the County  
4 Recorder of said County; those portions of Blocks "C" and "D" of the  
5 Subdivision of the Aliso Tract. in said City. County and State. as per map  
6 recorded in Book 4. Pages 12 and 13 of said Miscellaneous Records; those  
7 portions of the Subdivision of the Ballesteros Vineyard Tract. in said  
8 City. County and State. as per map recorded in Book 1. Pages 505 and 506 of  
9 said Miscellaneous Records; and those portions of City Lands. in said City.  
10 County and State. as per map recorded in Book 2. Pages 504 and 505 of said  
11 Miscellaneous Records. described as a whole as follows:

12  
13 Commencing at the intersection of the easterly prolongation of the southerly  
14 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street.  
15 60 feet wide. as shown on the map of said Tract No. 10151; thence along said  
16 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
17 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
18 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
19 City of Los Angeles. recorded May 13, 1936. in Book 14076. Page 324 of official  
20 Records. in said office of the County Recorder; thence along a westerly and  
21 southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ}$   
22  $09' 27''$  East 10.86 feet; thence along a line parallel with the centerline of  
23 Alameda Street. 96 feet wide. as shown on the map of said Tract No. 10151.  
24 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet;  
25 thence South  $10^{\circ} 01' 01''$  West 45.00 feet to Point "A" for purposes of this  
26 description; thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence South  $10^{\circ}$   
27  $01' 01''$  West 342.58 feet to the TRUE POINT OF BEGINNING; thence South  $79^{\circ}$   
28  $58' 59''$  East 103.12 feet to the northerly prolongation of that certain  
29 course having a bearing and distance of "North  $05^{\circ} 09' 26''$  West 83.12 feet"  
30 in the easterly line of the land as described in Parcel 1 of the deed to  
31 Maier Brewing Co., recorded August 14, 1964. as Instrument No. 5697. in  
32 Book D2591. Page 55 of said official Records; thence along said

DESCRIPTION

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R-09-P1-C. B FOR PARKING AND ACCESS (CONTINUED)

1 prolongation South  $05^{\circ} 09' 09''$  East 120.21 feet to the southerly terminus  
2 of said certain course; thence continuing along the easterly line of said  
3 Parcel 1 of the deed to Maier Brewing Co., South  $04^{\circ} 59' 28''$  East 209.00  
4 feet to the northeasterly corner of the land as described in Parcel 71780  
5 (Amended) in the Final Order of Condemnation entered in Los Angeles County  
6 Superior Court Case No. C447627, a certified copy of which was recorded  
7 March 29, 1988, as Instrument No. 88-422827 of said Official Records;  
8 thence westerly along the northerly line of said Parcel 71780 (Amended) and its  
9 westerly prolongation being a curve concave southerly and having a radius of  
10 4340.00 feet, from a radial bearing North  $08^{\circ} 55' 59''$  East to said  
11 northeasterly corner, through a central angle of  $04^{\circ} 28' 49''$  an arc  
12 distance of 339.35 feet to a line bearing South  $10^{\circ} 01' 01''$  West from said  
13 hereinbefore described Point "A"; thence along said last mentioned line  
14 North  $10^{\circ} 01' 01''$  East 63.32 feet to a point distant 616.83 feet southerly  
15 along said last mentioned line from said Point "A"; thence South  $79^{\circ} 58'$   
16  $59''$  East 150.00 feet; thence North  $10^{\circ} 01' 01''$  East 274.25 feet to the TRUE  
17 POINT OF BEGINNING.

18  
19 The above described land being an airspace parcel the lower limit of which is  
20 a plane having an elevation of 278.7 feet, and the upper limit of which is  
21 a plane having an elevation of 293 feet, based on City of Los Angeles Bench  
22 Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment, based  
23 on National Geodetic Datum of 1929.

24  
25 Containing 55.547 square feet  
26  
27  
28  
29  
30  
31  
32

DESCRIPTION

Map 2 (F)

Revised June 15, 1992

EASEMENT

PARCEL E-20: (R-03-P1-C. B. F FOR PARKING & ACCESS)

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
2 the County of Los Angeles, State of California, as per map recorded in Book  
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder  
4 of said County; those portions of Block "D" of the Subdivision of the  
5 Aliso Tract, in said City, County and State, as per map recorded in Book 4,  
6 Pages 12 and 13 of Miscellaneous Records, in said office of the County  
7 Recorder; and those portions of City Lands, in said City, County and State,  
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
9 Records, described as a whole as follows:

10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of Official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
21 thence along a line parallel with the centerline of Alameda Street, 96 feet  
22 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
24  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
25 beginning of a tangent curve concave southeasterly and having a radius of  
26 80.00 feet; thence southwesterly along said curve through a central angle  
27 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
28 distant 58.92 feet westerly, measured at right angles, from the southerly  
29 prolongation of that certain course described above as having a bearing and  
30 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said  
31 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the beginning of a  
32 non-tangent curve concave northeasterly and having a radius of 80.00 feet.



## DESCRIPTION

Revised June 15, 1992

1 R-03-P1-C,B, F FOR PARKING &amp; ACCESS (CONTINUED)

2 said curve being tangent at its easterly terminus to a line parallel with  
3 and distant 160.00 feet southerly, measured along said last mentioned  
4 southerly prolongation, from that certain course described above as having  
5 a bearing and distance of "North  $79^{\circ} 58' 59''$  West 19.25 feet", said  
6 easterly terminus being distant 19.25 feet westerly along said parallel  
7 line from the intersection of said parallel line with said southerly  
8 prolongation; thence southeasterly along said last mentioned curve, through  
9 a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to said  
10 easterly terminus; thence tangent to said curve along said last mentioned  
11 parallel line South  $79^{\circ} 58' 59''$  East 19.25 feet to said southerly  
12 prolongation; thence continuing along said southerly prolongation South  $10^{\circ}$   
13  $01' 01''$  West 180.58 feet to the TRUE POINT OF BEGINNING; thence continuing  
14 South  $10^{\circ} 01' 01''$  West 243.00 feet; thence North  $79^{\circ} 58' 59''$  West 64.58  
15 feet; thence North  $10^{\circ} 01' 01''$  East 161.83 feet; thence South  $79^{\circ} 58' 59''$   
16 East 27.50 feet; thence North  $10^{\circ} 01' 01''$  East 24.33 feet; thence South  $79^{\circ}$   
17  $58' 59''$  East 17.83 feet, thence North  $10^{\circ} 01' 01''$  East 56.83 feet to a  
18 line bearing North  $79^{\circ} 58' 59''$  West from the TRUE POINT OF BEGINNING;  
19 thence South  $79^{\circ} 58' 59''$  East 19.25 feet to said TRUE POINT OF BEGINNING.

20

21 The above described land being an airspace parcel the lower limit of which is  
22 a plane having an elevation of 278.7 feet, and the upper limit of which is  
23 a plane having an elevation of 293.0 feet, based on City of Los Angeles  
24 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
25 Adjustment, based on National Geodetic Datum of 1929.

26

27 Containing 12,448 square feet.

28

29

30

31

32

DESCRIPTION

Map 2 (G)

EASEMENT

Revised June 15, 1992

PARCEL E-21: (R-02-P1-C, B FOR PARKING & ACCESS)

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

5  
6 Commencing at the intersection of the easterly prolongation of the  
7 southerly line of Lot "A" of said Tract No. 10151 with the center-line of  
8 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
9 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
10 northerly terminus of that certain course having a bearing and distance of  
11 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
12 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
13 Book 14076, Page 324 of official Records, in said office of the County  
14 Recorder; thence along a westerly and southerly lines of said Parcel 3  
15 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
16 thence along a line parallel with the centerline of Alameda Street, 96 feet  
17 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
18 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
19  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
20 beginning of a tangent curve concave southeasterly and having a radius of  
21 80.00 feet; thence southwesterly along said curve through a central angle  
22 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a point in a line parallel  
23 with and distant 58.92 feet westerly, measured at right angles, from the  
24 southerly prolongation of that certain course described above as having a  
25 bearing and distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along  
26 said parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to a point at the  
27 beginning of a non-tangent curve concave northeasterly and having a radius  
28 of 80.00 feet, said curve being tangent at its easterly terminus to a line  
29 parallel with and distant 160.00 feet southerly, measured along said last  
30 mentioned southerly prolongation, from that certain course described above  
31 as having a bearing and distance of "North  $79^{\circ} 58' 59''$  West 19.25 feet",  
32 said easterly terminus being distant 19.25 feet westerly along said

DESCRIPTION

Revised June 15, 1992

1 R-02-P1-C. B FOR PARKING & ACCESS (CONTINUED)  
2 parallel line from the intersection of said parallel line with said  
3 southerly prolongation. said last mentioned point being the TRUE POINT OF  
4 BEGINNING; thence southeasterly along said last mentioned curve. through a  
5 central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to said easterly  
6 terminus; thence tangent to said curve along said last mentioned parallel  
7 line South  $79^{\circ} 58' 59''$  East 19.25 feet to said southerly prolongation;  
8 thence continuing along said southerly prolongation South  $10^{\circ} 01' 01''$  West  
9 180.58 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet; thence North  $10^{\circ} 01'$   
10  $01''$  East 109.83 feet; thence North  $79^{\circ} 58' 59''$  West 11.04 feet; thence  
11 North  $10^{\circ} 01' 01''$  East 44.25 feet; thence South  $79^{\circ} 58' 59''$  East 11.04  
12 feet; thence North  $10^{\circ} 01' 01''$  East 3.42 feet; thence North  $79^{\circ} 58' 59''$   
13 West 58.92 feet to a line bearing South  $10^{\circ} 01' 01''$  West from the TRUE  
14 POINT OF BEGINNING; thence North  $10^{\circ} 01' 01''$  East 48.96 feet to said TRUE  
15 POINT OF BEGINNING.  
16  
17 The above described land being an airspace parcel the lower limit of which is  
18 a plane having an elevation of 278.7 feet. and the upper limit of which  
19 is a plane having an elevation of 293 feet. based on City of Los Angeles  
20 Bench Mark No. 12-04270 having an elevation of 278.352 feet. 1980  
21 Adjustment. based on National Geodetic Datum of 1929.  
22  
23 Containing 5.795 square feet.  
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DESCRIPTION

Map 2 (H)

EASEMENT  
PARCEL E-22: (R-01-P1-C. B FOR PARKING & ACCESS)

revised June 15, 1992

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

10 Commencing at the intersection of the easterly prolongation of the  
11 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
12 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151:  
13 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
14 northerly terminus of that certain course having a bearing and distance of  
15 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
16 the Highway Easement to the City of Los Angeles. recorded May 13. 1936. in  
17 Book 14076. Page 324 of Official Records. in said office of the County  
18 Recorder: thence along a westerly and southerly lines of said Parcel 3  
19 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
20 the TRUE POINT OF BEGINNING: thence along a line parallel with the  
21 centerline of Alameda Street. 96 feet wide. as shown on the map of said  
22 Tract No. 10151. South  $10^{\circ} 01' 01''$  West 240.67 feet: thence South  $79^{\circ} 58'$   
23  $59''$  East 45.00 feet: thence South  $10^{\circ} 01' 01''$  West 137.50 feet: thence  
24 North  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve  
25 concave southeasterly and having a radius of 80.00 feet: thence  
26 southwesterly along said curve through a central angle of  $47^{\circ} 25' 50''$  an  
27 arc distance of 66.23 feet to a line parallel with and distant 58.92 feet  
28 westerly. measured at right angles. from the southerly prolongation of that  
29 certain course described above as having a bearing and distance of "South  
30  $10^{\circ} 01' 01''$  West 137.50 feet": thence along said parallel line North  $10^{\circ}$   
31  $01' 01''$  East 409.20 feet to a line bearing North  $71^{\circ} 09' 27''$  West from the  
32

DESCRIPTION

Revised June 15, 1992

1 R-01-P1-C, B FOR PARKING & ACCESS (CONTINUED)  
2 TRUE POINT OF BEGINNING; thence South  $71^{\circ} 09' 27''$  East 33.56 feet to said  
3 TRUE POINT OF BEGINNING.  
4  
5 The above described land being an airspace parcel the lower limit of which is  
6 a plane having an elevation of 278.7 feet, and the upper limit of which is a  
7 plane having an elevation of 293 feet, based on City of Los Angeles Bench Mark  
8 No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment, based on  
9 National Geodetic Datum of 1929.  
10  
11 Containing 19,051 square feet.  
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DESCRIPTION

Map 3 (A)

Revised June 26, 1992

EASEMENT  
PARCEL E-23:

( R-11-P2-F,B  
R-11-P3-F,B FOR PARKING ACCESS  
R-11-P4-F,B )

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

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

EXCEPT THEREFROM that portion of said land lying westerly of the following described line (on a different basis of bearings than the above described parcel of land):

Commencing at a point in the centerline of Macy Street, 80 feet wide, distant thereon South 71° 09' 27" East 40.00 feet from the intersection of said centerline of Macy Street with the centerline of Vignes Street, 80 feet

DESCRIPTION

Revised June 15, 1992

R-11-P2-F.B  
R-11-P3-F.B FOR PARKING ACCESS (CONTINUED)  
R-11-P4-F.B

1  
2 wide, as said centerlines are shown on City of Los Angeles City  
3 Engineer's Field Book 50062, Pages 11, 12 and 13, on file in the office of  
4 said City Engineer; thence along said centerline of Macy Street South  $71^{\circ}$   
5  $09' 27''$  East 260.70 feet to the northerly prolongation of the easterly line  
6 of Lot 5 of Tract No. 10151, as per map recorded in Book 157, Pages 45 to  
7 47 of Maps, in the office of the County Recorder of said County; thence  
8 along said prolongation South  $19^{\circ} 22' 48''$  West 50.00 feet to the  
9 northeasterly corner of said Lot 5, being a point in a line parallel with  
10 and distant 50 feet southerly, measured at right angles, from said  
11 centerline of Macy Street; thence along said parallel line North  $71^{\circ} 09'$   
12  $27''$  West 129.73 feet to the beginning of a tangent curve concave  
13 southeasterly and having a radius of 25 feet, the southwesterly terminus of  
14 said curve being a point of compound curvature with a curve concave  
15 easterly and having a radius of 1900 feet, said last mentioned curve being  
16 concentric with and distant 50 feet easterly, measured radially, from a  
17 curve having a radius of 1950 feet which passes through the point of  
18 commencement of this description and from which point of commencement a  
19 radial of said curve of radius 1950 feet bears South  $71^{\circ} 09' 27''$  East;  
20 thence southwesterly along said curve of radius 25 feet, through a central  
21 angle of  $92^{\circ} 17' 33''$  an arc distance of 40.27 feet to said point of  
22 compound curvature; thence southerly along said concentric curve of radius  
23 1900 feet, through a central angle of  $07^{\circ} 42' 27''$  an arc distance of 255.59  
24 feet to a point from which a radial of said curve bears South  $81^{\circ} 09' 27''$   
25 East; thence tangent to said curve South  $08^{\circ} 50' 33''$  West 170.87 feet to  
26 the beginning of a tangent curve, concave easterly and having a radius of  
27 25 feet, said last mentioned curve being tangent at its southeasterly  
28 terminus to a line parallel with and distant 80 feet northeasterly,  
29 measured at right angles, from the southwesterly line of Lot 1 of Tract No.  
30 11515, as per map recorded in Book 261, Pages 9 and 10 of Maps, in said  
31 office of the County Recorder; thence southerly along said last mentioned  
32 curve, through a central angle of  $56^{\circ} 57' 18''$  an arc distance of 24.85 feet

DESCRIPTION

Revised June 15, 1992

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R-11-P2-F.B  
R-11-P3-F.B FOR PARKING ACCESS (CONTINUED)  
R-11-P4-F.B

to said parallel line.

The above described land being airspace parcels the lower and upper limits of which are planes having elevations of:

<u>Parcel</u>	<u>Upper Elevation</u>	<u>Lower Elevation</u>
R-11-P2-F.B	278.7'	268.3'
R-11-P3-F.B	268.3'	259.2'
R-11-P4-F.B	259.2'	250.0'

based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

Containing 31,187 square feet



DESCRIPTION

Map 3 (B)

Revised June 26, 1992

EASEMENT  
PARCEL E-24:

( R-11SUB-P2-C.B  
R-11SUB-P3-C.B FOR PARKING AND ACCESS  
R-11SUB-P4-C.B )

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

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

25  
26 EXCEPT THEREFROM that portion of said land lying easterly of the following  
27 described line (on a different basis of bearings than the above described  
28 parcel of land):

29  
30 Commencing at a point in the centerline of Macy Street. 80 feet wide.  
31 distant thereon South  $71^{\circ} 09' 27''$  East 40.00 feet from the intersection of  
32 said centerline of Macy Street with the centerline of Vignes Street. 80 feet

DESCRIPTION

Revised June 15, 1992

R-11SUB-P2-C,B  
R-11SUB-P3-C,B FOR PARKING AND ACCESS (CONTINUED)  
R-11SUB-P4-C,B

1  
2 wide, as said centerlines are shown on City of Los Angeles City  
3 Engineer's Field Book 50062, Pages 11, 12 and 13, on file in the office of  
4 said City Engineer; thence along said centerline of Macy Street South  $71^{\circ}$   
5  $09' 27''$  East 260.70 feet to the northerly prolongation of the easterly line  
6 of Lot 5 of Tract No. 10151, as per map recorded in Book 157, Pages 45 to  
7 47 of Maps, in the office of the County Recorder of said County; thence  
8 along said prolongation South  $19^{\circ} 22' 48''$  West 50.00 feet to the  
9 northeasterly corner of said Lot 5, being a point in a line parallel with  
10 and distant 50 feet southerly, measured at right angles, from said  
11 centerline of Macy Street; thence along said parallel line North  $71^{\circ} 09'$   
12  $27''$  West 129.73 feet to the beginning of a tangent curve concave  
13 southeasterly and having a radius of 25 feet, the southwesterly terminus of  
14 said curve being a point of compound curvature with a curve concave  
15 easterly and having a radius of 1900 feet, said last mentioned curve being  
16 concentric with and distant 50 feet easterly, measured radially, from a  
17 curve having a radius of 1950 feet which passes through the point of  
18 commencement of this description and from which point of commencement a  
19 radial of said curve of radius 1950 feet bears South  $71^{\circ} 09' 27''$  East;  
20 thence southwesterly along said curve of radius 25 feet, through a central  
21 angle of  $92^{\circ} 17' 33''$  an arc distance of 40.27 feet to said point of  
22 compound curvature; thence southerly along said concentric curve of radius  
23 1900 feet, through a central angle of  $07^{\circ} 42' 27''$  an arc distance of 255.59  
24 feet to a point from which a radial of said curve bears South  $81^{\circ} 09' 27''$   
25 East; thence tangent to said curve South  $08^{\circ} 50' 33''$  West 170.87 feet to  
26 the beginning of a tangent curve, concave easterly and having a radius of  
27 25 feet, said last mentioned curve being tangent at its southeasterly  
28 terminus to a line parallel with and distant 80 feet northeasterly,  
29 measured at right angles, from the southwesterly line of Lot 1 of Tract No.  
30 11515, as per map recorded in Book 261, Pages 9 and 10 of Maps, in said  
31 office of the County Recorder; thence southerly along said last mentioned  
32 curve, through a central angle of  $56^{\circ} 57' 18''$  an arc distance of 24.85 feet

DESCRIPTION

Revised June 15, 1992

R-11SUB-P2-C.B  
R-11SUB-P3-C.B FOR PARKING AND ACCESS (CONTINUED)  
R-11SUB-P4-C.B

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to said parallel line.

The above described land being airspace parcels the lower and upper limits  
of which are planes having elevations of:

<u>Parcel</u>	<u>Upper Elevation</u>	<u>Lower Elevation</u>
R-11SUB-P2-C.B	278.7'	268.3'
R-11SUB-P3-C.B	268.3'	259.2'
R-11SUB-P4-C.B	259.2'	250.0'

based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
278.352 feet. 1980 Adjustment. based on National Geodetic Datum of 1929.

Containing 21.591 square feet.

DESCRIPTION

Map 3 ©

EASEMENT Revised June 15, 1992  
PARCEL E-25: ( R-07-P2-C, B  
R-07-P3-C, B FOR PARKING & ACCESS  
R-07-P4-C, B )

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

10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
21 thence along a line parallel with the centerline of Alameda Street, 96 feet  
22 wide, as shown on the map of said Tract No. 10151, South:  $10^{\circ} 01' 01''$  West  
23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ}$   
24  $01' 01''$  West 45.00 feet; thence South  $79^{\circ} 58' 59''$  East 150.00 feet;  
25 thence North  $10^{\circ} 01' 01''$  East 13.75 feet to the TRUE POINT OF BEGINNING;  
26 thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the westerly line  
27 of the land as described in Parcel 1 of the deed to the City of Los Angeles  
28 recorded December 28, 1945, in Book 22651, Page 63 of Official Records, in  
29 said office of the County Recorder, being a curve concave westerly and  
30 having a radius of 1000.00 feet, a radial of said curve to said point  
31 having a bearing of South  $65^{\circ} 11' 07''$  East; thence southerly along said  
32 curve, through a central angle of  $04^{\circ} 46' 57''$  an arc distance of 83.47 feet

DESCRIPTION

Revised June 15, 1992

1 R-07-P2-C. B  
2 R-07-P3-C. B FOR PARKING & ACCESS (CONTINUED)  
3 R-07-P4-C. B  
4 to an intersection with a line parallel with and distant 90 feet westerly.  
5 measured at right angles. from that certain course in the easterly line of said  
6 Parcel 1 of the last mentioned deed to the City of Los Angeles described as  
7 having a bearing and distance of "south 21° 36' 27" West 259.84 feet" in said  
8 deed; thence along said parallel line South 21° 29' 15" West 28.23 feet to the  
9 beginning of a tangent curve concave easterly and having a radius of 400.00  
10 feet. said curve being tangent at its southerly terminus to the northerly  
11 prolongation of that certain course having a bearing and distance of "North 05°  
12 09' 26" West 83.12 feet" in the easterly line of the land as described in  
13 Parcel 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as  
14 Instrument No. 5697, in Book D2591, Page 55 of said Official Records; thence  
15 southerly along said last mentioned curve through a central angle of 26° 38'  
16 24" an arc distance of 185.98 feet to said northerly prolongation; thence  
17 along said prolongation South 05° 09' 09" East 67.08 feet to a line bearing  
18 South 79° 58' 59" East from a point in the southerly prolongation of that  
19 certain course described above as having a bearing and distance of "North 10°  
20 01' 01" East 13.75 feet". said last mentioned point being distant 356.33 feet  
21 southerly along said southerly prolongation from the TRUE POINT OF  
22 BEGINNING; thence North 79° 58' 59" West 103.12 feet to said southerly  
23 prolongation; thence along said southerly prolongation North 10° 01' 01"  
24 East 3:5.33 feet to said TRUE POINT OF BEGINNING.

25 The above described land being airspace parcels the lower and upper limits of  
26 which are planes having elevations of:

<u>PARCEL</u>	<u>UPPER ELEVATION</u>	<u>LOWER ELEVATION</u> (to exterior limits of each horizontal parcel)
R-07-P2-C. B	278.7'	268.3'
R-07-P3-C. B	268.3'	259.2'
R-07-P4-C. B	259.2'	250.0'

30 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
31 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

32

DESCRIPTION

Revised June 15, 1992

- 1 R-07-P2-C, B
- 2 R-07-P3-C, B FOR PARKING & ACCESS (CONTINUED)
- 3 R-07-P4-C, B
- 4 Containing 30,103 square feet (to exterior limits of each horizontal parcel).
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DESCRIPTION

Map 3 ①

Revised June 15, 1992  
EASEMENT (R-09-P2-C, B  
PARCEL E-26: (R-09-P3-C, B FOR PARKING & ACCESS)  
R-09-P4-C, B)  
PARCEL 1

1  
2  
3 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
4 the County of Los Angeles, State of California, as per map recorded in Book  
5 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder  
6 of said County; those portions of Blocks "C" and "D" of the Subdivision of  
7 the Aliso Tract, in said City, County and State, as per map recorded in  
8 Book 4, Pages 12 and 13 of said Miscellaneous Records; those portions of  
9 the Subdivision of the Ballesteros Vineyard Tract, in said City, County and  
10 State, as per map recorded in Book 1, Pages 505 and 506 of said  
11 Miscellaneous Records; and those portions of City Lands, in said City,  
12 County and State, as per map recorded in Book 2, Pages 504 and 505 of said  
13 Miscellaneous Records, described as a whole as follows:

14  
15 Commencing at the intersection of the easterly prolongation of the  
16 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
17 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
18 thence along said prolongation South 71° 09' 27" East 39.24 feet to the  
19 northerly terminus of that certain course having a bearing and distance of  
20 "South 18° 56' 50" West 3.00 feet" in the land as described in Parcel 3 of  
21 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
22 Book 14076, Page 324 of Official Records, in said office of the County  
23 Recorder; thence along a westerly and southerly lines of said Parcel 3  
24 South 18° 50' 33" West 3.00 feet and South 71° 09' 27" East 10.86 feet;  
25 thence along a line parallel with the centerline of Alameda Street, 96 feet  
26 wide, as shown on the map of said Tract No. 10151, South 10° 01' 01" West  
27 240.67 feet; thence South 79° 58' 59" East 45.00 feet; thence South 10°  
28 01' 01" West 45.00 feet; thence South 79° 58' 59" East 150.00 feet;  
29 thence South 10° 01' 01" West 342.58 feet to the TRUE POINT OF BEGINNING;  
30 thence South 79° 58' 59" East 103.12 feet to the northerly prolongation of  
31 that certain course having a bearing and distance of "North 05° 09' 26"  
32 West 83.12 feet" in the easterly line of the land as described in Parcel

DESCRIPTION

Revised June 15, 1992

1 R-09-P2-C. B  
 R-09-P3-C. B FOR PARKING & ACCESS-PARCEL 1 (CONTINUED)  
 2 R-09-P4-C. B  
 3 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as Instrument  
 4 No. 5697, in Book D2591, Page 55 of said Official Records; thence along  
 5 said prolongation South 05° 09' 09" East 120.21 feet to the southerly  
 6 terminus of said certain course; thence continuing along the easterly line  
 7 of said Parcel 1 of the deed to Maier Brewing Co., South 04° 59' 28" East  
 8 209.00 feet to the northeasterly corner of the land as described in Parcel  
 9 71780 (Amended) in the Final Order of Condemnation entered in Los Angeles  
 10 County Superior Court Case No. C447627, a certified copy of which was  
 11 recorded March 29, 1988, as Instrument No. 88-422827 of said Official  
 12 Records; thence westerly along the northerly line of said Parcel 71780  
 13 (Amended) being a curve concave southerly and having a radius of 4340.00  
 14 feet, from a radial bearing North 08° 55' 59" East to said northeasterly  
 15 corner, through a central angle of 00° 15' 33" an arc distance of 19.62  
 16 feet thence North 40° 03' 20" West 127.13 feet; thence North 46° 12' 12"  
 17 East 29.75 feet; thence North 43° 47' 49" West 20.25 feet; thence South  
 18 46° 12' 12" West 3.00 feet; thence North 43° 47' 49" West 88.02 feet to a  
 19 line bearing South 10° 01' 01" West from the TRUE POINT OF BEGINNING;  
 20 thence North 10° 01' 01" East 151.20 feet to said TRUE POINT OF BEGINNING.

21  
 22 The above described land being airspace parcels the lower and upper limits of  
 23 which are planes having elevations of:

<u>PARCEL</u>	<u>UPPER ELEVATION</u>	<u>LOWER ELEVATION</u>
R-09-P2-C. B	278.7'	268.3'
R-09-P3-C. B	268.3'	259.2'
R-09-P4-C. B	259.2'	250.0'

24  
 25  
 26 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
 27 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

28  
 29  
 30  
 31 Containing 32,105 square feet (to exterior limits of each horizontal parcel).

32



## DESCRIPTION

Revised June 15, 1992

1 R-09-P2-C, B  
 R-09-P3-C, B FOR PARKING & ACCESS-PARCEL 2 (CONTINUED)  
 2 R-09-P4-C, B

3 PARCEL 2

4

5 That portion of Block "D" of the Subdivision of Aliso Tract, in the City of Los  
 6 Angeles, in the County of Los Angeles, State of California, as per map recorded  
 7 in Book 4, Pages 12 and 13 of Miscellaneous Records, in the office of the  
 8 County Recorder of said County; and those portions of City Lands, in said  
 9 City, County and State, as per map recorded in Book 2, Pages 504 and 505 of  
 10 said Miscellaneous Records, described as a whole as follows:

11

12 Commencing at the intersection of the easterly prolongation of the southerly  
 13 line of Lot "A" of Tract No. 10151, in said City, County and State, as per map  
 14 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
 15 Office, with the centerline of Avila Street, 60 feet wide, as shown on the map  
 16 of said Tract No. 10151; thence along said prolongation South  $71^{\circ} 09' 27''$  East  
 17 39.24 feet to the northerly terminus of that certain course having a bearing  
 18 and distance of "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in  
 19 Parcel 3 of the Highway Easement to the City of Los Angeles, recorded May 13,  
 20 1936, in Book 14076, Page 324 of Official Records, in said office of the County  
 21 Recorder; thence along a westerly and southerly lines of said Parcel 3  
 22 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
 23 thence along a line parallel with the centerline of Alameda Street, 96 feet  
 24 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
 25 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ}$   
 26  $01' 01''$  West 45.00 feet to a Point "A" for purposes of this description; thence  
 27 South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01' 01''$  East 13.75 feet;  
 28 thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the westerly line of  
 29 the land as described in Parcel 1 of the deed to the City of Los Angeles  
 30 recorded December 28, 1945, in Book 22651, Page 63 of Official Records, in said  
 31 office of the County Recorder, being a curve concave westerly and  
 32

## DESCRIPTION

Revised June 15, 1992

1 R-09-P2-C, B  
 R-09-P3-C, B FOR PARKING & ACCESS-PARCEL 2 (CONTINUED)  
 2 R-09-P4-C, B  
 3 having a radius of 1000.00 feet, a radial of said curve to said point  
 4 having a bearing of South  $65^{\circ} 11' 07''$  East; thence southerly along said  
 5 curve, through a central angle of  $04^{\circ} 46' 57''$  an arc distance of 83.47 feet  
 6 to an intersection with a line parallel with and distant 90 feet westerly,  
 7 measured at right angles, from that certain course in the easterly line of said  
 8 Parcel 1 of the last mentioned deed to the City of Los Angeles described as  
 9 having a bearing and distance of "South  $21^{\circ} 36' 27''$  West 259.84 feet" in said  
 10 deed; thence along said parallel line South  $21^{\circ} 29' 15''$  West 28.23 feet to the  
 11 beginning of a tangent curve concave easterly and having a radius of 400.00  
 12 feet, said curve being tangent at its southerly terminus to the northerly  
 13 prolongation of that certain course having a bearing and distance of "North  $05^{\circ}$   
 14  $09' 26''$  West 83.12 feet", in the easterly line of the land as described in  
 15 Parcel 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as  
 16 Instrument No. 5697, in Book D2591, Page 55 of said Official Records; thence  
 17 southerly along said last mentioned curve, through a central angle of  $26^{\circ} 38'$   
 18  $24''$  an arc distance of 185.98 feet to said northerly prolongation; thence  
 19 along said prolongation South  $05^{\circ} 09' 09''$  East 187.29 feet to the southerly  
 20 terminus of said certain course; thence continuing along the easterly line of  
 21 said Parcel 1 of the deed to Maier Brewing Co., South  $04^{\circ} 59' 28''$  East 209.00  
 22 feet to the northeasterly corner of the land as described in Parcel 71780  
 23 (Amended) in the Final Order of Condemnation entered in Los Angeles County  
 24 Superior Court Case No. C447627, a certified copy of which was recorded March  
 25 29, 1988, as Instrument No. 88-422827 of said Official Records; thence westerly  
 26 along the northerly line of said Parcel 71780 (Amended) and its westerly  
 27 prolongation, being a curve concave southerly and having a radius of 4340.00  
 28 feet, from a radial bearing North  $08^{\circ} 55' 59''$  East to said northeasterly  
 29 corner, through a central angle of  $01^{\circ} 27' 56''$  an arc distance of 111.00 feet  
 30 to the TRUE POINT OF BEGINNING; thence continuing westerly along said westerly  
 31 prolongation, through a central angle of  $03^{\circ} 00' 53''$  an arc distance of 228.36  
 32

DESCRIPTION

Revised June 15, 1992

1 R-09-P2-C. B  
R-09-P3-C. B FOR PARKING & ACCESS-PARCEL 2 (CONTINUED)  
2 R-09-P4-C. B  
3 feet to a line bearing South 10° 01' 01" West from said hereinbefore described  
4 point "A"; thence along said last mentioned line North 10° 01' 01" East 63.32  
5 feet to a point distant 616.83 feet southerly along said last mentioned line  
6 from said Point "A"; thence South 79° 58' 59" East 141.41 feet to the beginning  
7 of a non-tangent curve, concave southwesterly and having a radius of 1982.50  
8 feet, a radial of said curve to said beginning having a bearing of  
9 North 55° 39' 32" East; thence southeasterly along said curve, through a  
10 central angle of 00° 26' 15" an arc distance of 15.14 feet; thence South 56°  
11 22' 15" West 2.23 feet; thence South 33° 37' 45" East 20.25 feet; thence North  
12 56° 22' 15" East 25.46 feet; thence South 40° 03' 20" East 58.71 feet to the  
13 TRUE POINT OF BEGINNING.

14  
15 The above described land being airspace parcels the lower and upper limits of  
16 which are planes having elevations of:

<u>PARCEL</u>	<u>UPPER ELEVATION</u>	<u>LOWER ELEVATION</u>
R-09-P2-C. B	278.7'	268.3'
R-09-P3-C. B	268.3'	259.2'
R-09-P4-C. B	259.2'	250.0'

21 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
22 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

23  
24 Containing 10.427 square feet (to exterior limits of each horizontal parcel).

25  
26  
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DESCRIPTION

Map 3 (E)

EASEMENT  
PARCEL E-27: ( Revised June 15, 1992  
R-03-P2-C. B. F  
R-03-P3-C. B. F FOR PARKING & ACCESS  
R-03-P4-C. B. F )

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
2 the County of Los Angeles, State of California, as per map recorded in Book  
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder  
4 of said County; those portions of Block "D" of the Subdivision of the  
5 Aliso Tract, in said City, County and State, as per map recorded in Book 4,  
6 Pages 12 and 13 of Miscellaneous Records in said office of the County  
7 Recorder; and those portions of City Lands, in said City, County and State,  
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
9 Records, described as a whole as follows:  
10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of Official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
21 thence along a line parallel with the centerline of Alameda Street, 96 feet  
22 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
24  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
25 beginning of a tangent curve concave southeasterly and having a radius of  
26 80.00 feet; thence southwesterly along said curve through a central angle  
27 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
28 distant 58.92 feet westerly, measured at right angles, from the southerly  
29 prolongation of that certain course described above as having a bearing and  
30 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said  
31 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the beginning of a  
32 non-tangent curve concave northeasterly and having a radius of 80.00 feet.

DESCRIPTION

Revised June 15, 1992

1 R-03-P2-C. B. F  
2 R-03-P3-C. B. F FOR PARKING & ACCESS (CONTINUED)  
3 R-03-P4-C. B. F  
4 said curve being tangent at its easterly terminus to a line parallel with  
5 and distant 160.00 feet southerly. measured along said last mentioned  
6 southerly prolongation. from that certain course described above as having  
7 a bearing and distance of "North 79° 58' 59" West 19.25 feet". said  
8 easterly terminus being distant 19.25 feet westerly along said parallel  
9 line from the intersection of said parallel line with said southerly  
10 prolongation; thence southeasterly along said last mentioned curve, through  
11 a central angle of 47° 25' 50" an arc distance of 66.23 feet to said  
12 easterly terminus; thence tangent to said curve along said last mentioned  
13 parallel line South 79° 58' 59" East 19.25 feet to said southerly  
14 prolongation; thence continuing along said southerly prolongation South 10°  
15 01' 01" West 364.33 feet to the TRUE POINT OF BEGINNING; thence continuing  
16 South 10° 01' 01" West 59.25 feet; thence North 79° 58' 59" West 64.58  
17 feet; thence North 10° 01' 01" East 161.83 feet; thence South 79° 58' 59"  
18 East 27.17 feet; thence North 10° 01' 01" East 24.67 feet; thence South 79°  
19 58' 59" East 23.65 feet; thence South 39° 03' 42" East 18.22 feet to said  
20 southerly prolongation; thence along said southerly prolongation South 10° 01'  
21 01" West 115.32 feet to the TRUE POINT OF BEGINNING.

22 The above described land being airspace parcels the lower and upper  
23 limits of which are planes having elevations of:

<u>PARCEL</u>	<u>UPPER ELEVATION</u>	<u>LOWER ELEVATION</u>
R-03-P2-C. B. F	278.7'	268.3'
R-03-P3-C. B. F	268.3'	259.2'
R-03-P4-C. B. F	259.2'	250.0'

24 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
25 278.352 feet. 1980 Adjustment. based on National Geodetic Datum of 1929.

26 Containing 11.293 square feet (to exterior limits of each horizontal parcel).

DESCRIPTION

Map 3 (F)

EASEMENT  
PARCEL E-28: ( Revised June 15, 1992  
R-02-P2-C, B  
R-02-P3-C, B FOR PARKING & ACCESS  
R-02-P4-C, B )

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
2 the County of Los Angeles, State of California, as per map recorded in Book  
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder  
4 of said County: described as a whole as follows:  
5  
6 Commencing at the intersection of the easterly prolongation of the  
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
8 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151:  
9 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
10 northerly terminus of that certain course having a bearing and distance of  
11 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
12 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
13 Book 14076, Page 324 of Official Records, in said office of the County  
14 Recorder; thence along a westerly and southerly lines of said Parcel 3  
15 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
16 thence along a line parallel with the centerline of Alameda Street, 96 feet  
17 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
18 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
19  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
20 beginning of a tangent curve concave southeasterly and having a radius of  
21 80.00 feet; thence southwesterly along said curve through a central angle  
22 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
23 distant 58.92 feet westerly, measured at right angles, from the southerly  
24 prolongation of that certain course described above as having a bearing and  
25 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said  
26 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the beginning of a  
27 non-tangent curve concave northeasterly and having a radius of 80.00 feet,  
28 said curve being tangent at its easterly terminus to a line parallel with  
29 and distant 160.00 feet southerly, measured along said last mentioned  
30 southerly prolongation, from that certain course described above as having  
31 a bearing and distance of "North  $79^{\circ} 58' 59''$  West 19.25 feet", said  
32 easterly terminus being distant 19.25 feet westerly along said parallel

DESCRIPTION

Revised June 15, 1992

1 R-02-P2-C. B  
R-02-P3-C. B FOR PARKING & ACCESS (CONTINUED)  
R-02-P4-C. B  
2 line from the intersection of said parallel line with said southerly  
3 prolongation: thence southeasterly along said last mentioned curve, through  
4 a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to said  
5 easterly terminus and the TRUE POINT OF BEGINNING; thence tangent to said  
6 curve along said last mentioned parallel line South  $79^{\circ} 58' 59''$  East 19.25  
7 feet to said southerly prolongation; thence continuing along said southerly  
8 prolongation South  $10^{\circ} 01' 01''$  West 126.13 feet; thence North  $40^{\circ} 56' 04''$   
9 West 24.79 feet to a line bearing South  $10^{\circ} 01' 01''$  West from the TRUE  
10 POINT OF BEGINNING; thence along said last mentioned line North  $10^{\circ} 01' 01''$   
11 East 39.76 feet; thence North  $79^{\circ} 58' 59''$  West 11.04 feet; thence North  $10^{\circ}$   
12  $01' 01''$  East 44.25 feet; thence South  $79^{\circ} 58' 59''$  East 11.04 feet; thence  
13 North  $10^{\circ} 01' 01''$  East 26.50 feet to said TRUE POINT OF BEGINNING.

14  
15 The above described land being airspace parcels the lower and upper limits of  
16 which are planes having elevations of:

<u>PARCEL</u>	<u>UPPER ELEVATION</u>	<u>LOWER ELEVATION</u>
R-02-P2-C. B	278.7'	268.3'
R-02-P3-C. B	268.3'	259.2'
R-02-P4-C. B	259.2'	250.0'

21 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
22 278.352 feet. 1980 Adjustment. based on National Geodetic Datum of 1929.

23  
24 Containing 2.766 square feet (to exterior limits of each horizontal  
25 parcel).

DESCRIPTION

Map 3 (G)

EASEMENT  
 PARCEL E-29: ( Revised June 15, 1992  
 R-01-P2-C, B  
 R-01-P3-C, B FOR PARKING & ACCESS  
 R-01-P4-C, B )

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

10  
 11 Commencing at the intersection of the easterly prolongation of the  
 12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
 13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
 14 thence along said prolongation South 71° 09' 27" East 39.24 feet to the  
 15 northerly terminus of that certain course having a bearing and distance of  
 16 "South 18° 56' 50" West 3.00 feet" in the land as described in Parcel 3 of  
 17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
 18 Book 14076, Page 324 of Official Records, in said office of the County  
 19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
 20 South 18° 50' 33" West 3.00 feet and South 71° 09' 27" East 10.86 feet to  
 21 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
 22 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
 23 Tract No. 10151, South 10° 01' 01" West 240.67 feet; thence South 79° 58'  
 24 59" East 45.00 feet; thence South 10° 01' 01" West 137.50 feet; thence  
 25 North 79° 58' 59" West 19.25 feet to the beginning of a tangent curve  
 26 concave southeasterly and having a radius of 80.00 feet; thence  
 27 southwesterly along said curve through a central angle of 47° 25' 50" an  
 28 arc distance of 66.23 feet to a line parallel with and distant 58.92 feet  
 29 westerly, measured at right angles, from the southerly prolongation of that  
 30 certain course described above as having a bearing and distance of "South  
 31 10° 01' 01" West 137.50 feet"; thence along said parallel line North 10°  
 32 01' 01" East 409.20 feet to a line bearing North 71° 09' 27" West from the



DESCRIPTION

Revised June 15, 1992

1 R-01-P2-C, B  
R-01-P3-C, B FOR PARKING & ACCESS (CONTINUED)  
2 R-01-P4-C, B  
TRUE POINT OF BEGINNING: thence South 71° 09' 27" East 33.56 feet to said  
3 TRUE POINT OF BEGINNING.  
4

5 The above described land being airspace parcels the lower and upper limits of  
6 which are planes having elevations of:

7	<u>PARCEL</u>	<u>UPPER</u> <u>ELEVATION</u>	<u>LOWER</u> <u>ELEVATION</u> (to exterior limits of each horizontal parcel)
8	R-01-P2-C, B	278.7'	268.3'
9	R-01-P3-C, B	268.3'	259.2'
10	R-01-P4-C, B	259.2'	250.0'

11 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
12 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.  
13

14 Containing 19,051 square feet.  
15  
16  
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DESCRIPTION

PARCEL F-1:

THE FOLLOWING NON-EXCLUSIVE SURFACE AND SUBTERRANEAN EASEMENTS OVER THE REAL PROPERTY DESCRIBED ON THE EXHIBIT ATTACHED HERETO ("GRANTOR'S RETAINED PROPERTY") GRANTED TO THE INSURED AS GRANTEE (HEREINAFTER "GRANTEE"), UNDER THAT CERTAIN CORPORATION GRANT DEED BY THE CATELLUS DEVELOPMENT CORPORATION AS GRANTOR (HEREINAFTER "GRANTOR"), DATED AS OF JUNE 30, 1992, AND RECORDED JULY 7, 1992 AS INSTRUMENT NO. 92-1231029 IN THE OFFICIAL RECORDS LOS ANGELES COUNTY, CALIFORNIA:

(A) AN EASEMENT FOR VEHICULAR INGRESS, EGRESS AND PASSAGE FROM PARCELS C AND D OVER THE ROADWAYS, DRIVEWAYS, ENTRANCES, EXITS, RAMPS, AND SUCH OTHER FACILITIES AS ARE DESIGNED FOR SUCH USE CONSTRUCTED OR TO BE CONSTRUCTED ON GRANTOR'S RETAINED PROPERTY, INCLUDING, WITHOUT LIMITATION, THE RIGHT FOR PASSAGE OF GRANTEE'S PUBLIC TRANSPORTATION VEHICLES ON A REGULARLY SCHEDULED BASIS;

(B) AN EASEMENT FOR PEDESTRIAN, INGRESS, EGRESS PASSAGE AND ACCOMMODATIONS FROM PARCELS C AND D OVER THE SIDEWALKS, PLAZA AREAS, MALLS, BRIDGES, WALKWAYS, STAIRWAYS, ELEVATORS, ESCALATORS, AND SUCH OTHER FACILITIES AS ARE DESIGNED FOR SUCH USE, CONSTRUCTED OR TO BE CONSTRUCTED ON GRANTOR'S RETAINED PROPERTY;

(C) AN EASEMENT FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REMOVAL AND REPLACEMENT OF UTILITY AND SERVICE LINES AND SYSTEMS, INCLUDING WITHOUT LIMITATION, AIR CONDITIONING AND HEATING DUCTS AND EQUIPMENT, SEWERS, WATER PIPES AND OTHER PLUMBING SYSTEMS, GAS PIPES AND SYSTEMS, DRAINAGE LINES AND SYSTEMS, ELECTRICAL POWER CONDUITS, LINES, CABLES AND WIRES, CABLE TELEVISION LINES, MICROWAVE COMMUNICATION SYSTEMS, TELEPHONE CONDUITS, LINES AND WIRES, SECURITY LINES AND SYSTEMS AND TELECONFERENCING SYSTEMS; AND

(D) AN EASEMENT FOR INSTALLING AND MAINTAINING VERTICAL AND HORIZONTAL SUPPORT TO ALL STRUCTURAL MEMBERS, BEARING WALLS, FOOTINGS, FOUNDATIONS, COLUMNS AND BEAMS WHICH ARE A PART OF IMPROVEMENTS CONSTRUCTED ON PARCEL C AND D.

ALL OF SAID SURFACE AND SUBTERRANEAN EASEMENTS BEING OVER THE FOLLOWING DESCRIBED REAL PROPERTY:

SEE EXHIBIT ATTACHED

PROVIDED, SAID GRANTOR SHALL HAVE THE RIGHT TO CREATE, RELOCATE, ALTER OR ELIMINATE ANY SUCH DRIVEWAYS, ROADWAYS, RAMPS, SIDEWALKS OR OTHER FACILITIES CONSTRUCTED OR TO BE CONSTRUCTED ON GRANTOR'S RETAINED PROPERTY AND INCLUDED IN THE AFORESAID EASEMENTS, PROVIDED THAT REASONABLY COMPARABLE VEHICULAR AND PEDESTRIAN ACCESS TO PARCELS C AND D IS MAINTAINED.

DESCRIPTION

GRANTOR'S RETAINED PROPERTY:

June 29, 1992  
(CATELLUS' (GRANTOR) RETAINED PROPERTY)

PARCEL 1

1 Those portions of Tract No. 10151, in the City of Los Angeles, in the  
2 County of Los Angeles, State of California, as per map recorded in Book  
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County  
4 Recorder of said County, together with those portions of the "Subdivision  
5 of a Part of the Estate of Ynuario Avila Dec'd" in said City, County and  
6 State, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
7 in said Recorder's Office, together with those portions of Peschke Tract  
8 in said City, County and State, as per map recorded in Book 31 Page 45 of  
9 Miscellaneous Records in said Recorder's Office, together with those  
10 portions of the "Subdivision of the Aliso Tract", in said City, County and  
11 State, as per map recorded in Book 4, Pages 12 and 13 of Miscellaneous  
12 Records, in said Recorder's Office, and together with those portions of  
13 City Lands of Los Angeles, in said City, County and State, as shown on map  
14 recorded in Book 2, Pages 504 and 505 of Miscellaneous Records, in said  
15 Recorder's Office, described as a whole as follows;

16 Beginning at a point in the southwesterly line of Macy Street (80.00 feet  
17 wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet  
18 from the most northerly corner of Lot "B" of said Tract No. 10151, said  
19 point also being the most northerly corner of the land as described in the  
20 deed to the City of Los Angeles, recorded August 28, 1936, as Instrument  
21 No. 5, in Book 14393, Page 61 of Official Records of said County; thence  
22 northwesterly along said southwesterly line and its northwesterly  
23 prolongation to the easterly line of Lot 1 of said Subdivision of a Part  
24 of the Estate of Ynuario Avila Dec'd; thence northerly along said easterly  
25 line to the northeast corner of said Lot 1; thence westerly along the  
26 northerly lines of Lots 1 to 5 inclusive of said Subdivision of a Part of  
27 the Estate of Ynuario Avila Dec'd and its prolongation thereof to the  
28 northwest corner of said Lot 5; thence southerly along the westerly line  
29 of said Lot 5 to the southeasterly prolongation of the northeasterly line  
30 of Lot "A" of said Tract No. 10151; thence northwesterly along said  
31 prolongation to the centerline of Avila Street (60.00 feet wide) as shown  
32 on said Tract No. 10151; thence southwesterly along said centerline and  
its southwesterly prolongation to the easterly prolongation of the most  
northerly line of Lot 4 of said Tract No. 10151, shown on the map of said  
Tract as having a bearing and distance of "North 70° 32' 30" West 37.76  
feet"; thence westerly along said last mentioned prolongation and said  
most northerly line to the westerly terminus of said most northerly line;  
thence southerly along the westerly lines of said Lot 4 and along the  
southerly prolongation of the most southerly west line of said Lot 4 to an  
intersection with that certain curve in the northerly boundary of the land  
described in Parcel 71955-1 (Amended) in the Final Order of Condemnation  
entered in the Los Angeles County Superior Court Case No. C416021, a  
certified copy of which was recorded March 11, 1987, as Instrument No.  
87-366265 of Official Records of said County, having a radius of 4330.00  
and being concave southerly; thence easterly along said curve to the  
westerly line of the land as described in the deed to the City of Los  
Angeles, recorded April 12, 1937, as Instrument No. 1137, in Book 14861,  
Page 261 of Official Records of said County; thence northerly along said  
westerly line and its prolongation thereof to the easterly line of the  
land as described in Parcel "A" in the City of Los Angeles Ordinance No.  
87046 on file in the Clerk's Office of said City; thence northerly along  
said easterly line to the most westerly corner of the land as described in  
Parcel 2 in the deed to the City of Los Angeles, recorded December 28,  
1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records  
of said County; thence northeasterly along the northwesterly line of the  
land as described in Parcel 2 in said last mentioned deed to the City of  
Los Angeles to the most northerly corner thereof; thence northeasterly  
along the continuation of said last mentioned northwesterly line to the  
most westerly corner of the land as described in Parcel 1 in said last  
mentioned deed to the City of Los Angeles; thence northwesterly and  
northerly along the northwesterly line of the land as described in Parcel  
1 in said last mentioned deed to the City of Los Angeles to the most  
southerly corner of said hereinabove first mentioned deed to the City of

DESCRIPTION

June 29, 1992

1 CATELLUS' (GRANTOR) RETAINED PROPERTY (CONTINUED)

2 Los Angeles; thence northerly and northwesterly along the northwesterly  
3 lines of said hereinabove first mentioned deed to the City of Los Angeles,  
4 to the point of beginning.

5 EXCEPT THEREFROM that portion of said land within the following described  
6 property;

7 Beginning at a point in the southwesterly line of Macy Street (80.00 feet  
8 wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet  
9 from the most northerly corner of Lot "B" of said Tract No. 10151, said  
10 point also being the most northerly corner of the land as described in the  
11 deed to the City of Los Angeles, recorded August 28, 1936, as Instrument  
12 No. 5, in Book 14393, Page 61 of Official Records of said County; thence  
13 northwesterly along said southwesterly line to the northwesterly line of  
14 Lot 4 of said Subdivision of a Part of the Estate of Ynuario Avila Dec'd;  
15 thence southwesterly along said northwesterly line to a line that is  
16 parallel with and distant 1239.00 feet easterly, measured at right angles,  
17 from the centerline of Alameda Street (96.00 feet wide) as shown on said  
18 Tract No. 10151; thence southerly along said parallel line to the  
19 southwesterly line of Lot 8 of said Subdivision of a Part of the Estate of  
20 Ynuario Avila Dec'd; thence southeasterly along the southwesterly line of  
21 Lots 8, 9, 10, 11 and 12 of said Subdivision of a Part of the Estate of  
22 Ynuario Avila Dec'd to and along the southwesterly line of Lot 5 of said  
23 Tract No. 10151 to the northwesterly line of the land as described in  
24 Parcel 1 in the deed to the City of Los Angeles, recorded December 28,  
25 1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records  
26 of said County; thence northeasterly and northerly along said  
27 northwesterly line to the most southerly corner of said hereinabove first  
28 mentioned deed to the City of Los Angeles; thence northerly and  
29 northwesterly along the northwesterly lines of said hereinabove first  
30 mentioned deed to the City of Los Angeles to the point of beginning.

31 PARCEL 2

32 Those portions of Tract No. 10151, in the City of Los Angeles, in the  
County of Los Angeles, State of California, as per map recorded in Book  
157, Pages 45 to 47 inclusive of Maps, in the office of the County  
Recorder of said County, together with those portions of the "Subdivision  
of a Part of the Estate of Ynuario Avila Dec'd" in said City, County and  
State, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
in said Recorder's Office and together with those portions of the Peschke  
Tract in said City, County and State, as per map recorded in Book 31,  
Page 45 of Miscellaneous Records, in said Recorder's Office, described as  
a whole as follows:

Beginning at a point in the southwesterly line of Macy Street (80.00 feet  
wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet  
from the most northerly corner of Lot "B" of said Tract No. 10151, said  
point also being the most northerly corner of the land as described in the  
deed to the City of Los Angeles, recorded August 28, 1936, as Instrument  
No. 5, in Book 14393, Page 61 of Official Records of said County; thence  
northwesterly along said southwesterly line to the northwesterly line of  
Lot 4 of said Subdivision of a Part of the Estate of Ynuario Avila Dec'd;  
thence southwesterly along said northwesterly line to a line that is  
parallel with and distant 1239.00 feet easterly, measured at right angles,  
from the centerline of Alameda Street (96.00 feet wide) as shown on said  
Tract No. 10151; thence southerly along said parallel line to the  
southwesterly line of Lot 8 of said Subdivision of a Part of the Estate of  
Ynuario Avila Dec'd; thence southeasterly along the southwesterly line of  
Lots 8, 9, 10, 11 and 12 of said Subdivision of a Part of the Estate of  
Ynuario Avila Dec'd to and along the southwesterly line of Lot 5 of said  
Tract No. 10151 to the northwesterly line of the land as described in

## DESCRIPTION

June 29, 1992

## 1 CATELLUS' (GRANTOR) RETAINED PROPERTY (CONTINUED)

2 Parcel 1 in the deed to the City of Los Angeles recorded December 28,  
3 1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records  
4 of said County; thence northeasterly and northerly along said  
5 northwesterly line to the most southerly corner of said hereinabove first  
6 mentioned deed to the City of Los Angeles; thence northerly and  
7 northwesterly along the northwesterly lines of said hereinabove first  
8 mentioned deed to the City of Los Angeles to the point of beginning.

## 6 PARCEL 3:

7 Those portions of the Subdivision of the Aliso Tract, in the City of Los  
8 Angeles, County of Los Angeles, State of California, as per map recorded  
9 in Book 4 Pages 12 and 13 of Maps, in the office of the County Recorder of  
10 said County, together with those portions of the City Lands, in said City,  
11 County and State, as map recorded in Book 2 Pages 504 and 505 of  
12 Miscellaneous Records, in said Recorder's Office, described as a whole as  
13 follows:

11 Beginning at the intersection of the westerly continuation of the  
12 northerly line of the land as described in Parcel No. 71779-1, in the  
13 Final Order of Condemnation entered in Los Angeles County Superior Court  
14 Case No. C447627, a certified copy of which was recorded March 29, 1988 as  
15 Document No. 88-422827 of Official Records of said County, with the  
16 westerly line of the land as described in the deed to the City of Los  
17 Angeles recorded April 12, 1937 as Instrument No. 1137 in Book 14861 Page  
18 261 of Official Records of said County; thence along said westerly line  
19 and its prolongation thereof, North  $08^{\circ} 49' 27''$  East 79.12 feet to the  
20 easterly line of the land as described in Parcel "A", in the City of Los  
21 Angeles, Ordinance No. 87046 on file in the Clerk's Office of said City;  
22 thence along said easterly line North  $14^{\circ} 46' 41''$  East 43.20 feet to the  
23 most westerly corner of the land as described in Parcel 2, in the deed to  
24 the City of Los Angeles recorded December 28, 1945 as Instrument No. 1224  
25 in Book 22651 Page 63 of Official Records of said County, said most  
26 westerly corner also being a point in the southeasterly line of Lot 4 of  
27 Tract No. 10151, as per map recorded in Book 157 Pages 45 to 47 inclusive  
28 of Maps, in said Recorder's Office; thence along said southeasterly line  
29 North  $66^{\circ} 36' 14''$  East 57.58 feet to the westerly prolongation of the  
30 southerly line of the land as described in the deed to the City of Los  
31 Angeles, recorded June 27, 1899 as Instrument No. 31 in Book 1253 Page 114  
32 of Deeds, in said Recorder's Office; thence along said prolongation, South  
 $86^{\circ} 48' 15''$  East 130.14 feet to the southeast corner of said last  
mentioned deed to the City of Los Angeles; thence along the prolongation  
of the southeasterly line of said last mentioned deed to the City of Los  
Angeles, South  $52^{\circ} 22' 37''$  West 7.09 feet to the northeasterly  
prolongation of the southeasterly line of the land as described in the  
deed to the City of Los Angeles, recorded June 27, 1899 as Instrument No.  
28 in Book 1298 Page 307 of Deeds, in said Recorder's Office; thence along  
said last mentioned southeasterly line and its prolongation thereof,  
South  $66^{\circ} 36' 14''$  West 111.68 feet to the beginning of a tangent curve  
concave southeasterly and having a radius of 50.00 feet in the  
southeasterly line of the land as described in the Final Order of  
Condemnation entered in Los Angeles County Superior Court Case No. 424466,  
a certified copy of which was recorded July 27, 1938, as Instrument No.  
1058 in Book 15871 Page 393 of Official Records of said County; thence  
southwesterly along said curve through a central angle of  $57^{\circ} 46' 47''$ , an  
arc distance of 50.42 feet to the point of tangency of the easterly line  
of said hereinabove first mentioned deed to the City of Los Angeles;  
thence along said easterly line South  $08^{\circ} 49' 27''$  West 53.83 feet to the  
northwest corner of the land as described in Parcel No. 71779-1 in said  
hereinabove first mentioned Final Order of Condemnation, said northwest  
corner also being a point in a non-tangent curve concave southerly and  
having a radius of 4340.00 feet in the northerly line of the land as

## DESCRIPTION

June 29, 1992

## 1 CATELLUS' (GRANTOR) RETAINED PROPERTY (CONTINUED)

2 described in Parcel No. 71779-1 in said hereinabove first mentioned Final  
3 Order of Condemnation, a radial line that bears North  $04^{\circ} 42' 15''$  West to  
4 said last mentioned point; thence westerly along the continuation of said  
5 last mentioned curve, through a central angle of  $00^{\circ} 47' 40''$ , an arc  
6 distance of 60.19 feet to the point of beginning.

## 4 PARCEL 4

5 That portion of Lot 5 in Tract No. 10151, in the City of Los Angeles, in  
6 the County of Los Angeles, State of California, as per map recorded in Book  
7 157 Pages 45 to 47 of Maps, in the office of the County Recorder of said  
8 County, described as follows:

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

27 EXCEPT FROM the land described in said Parcels 1, 2, 3 and 4 any portions  
28 of said parcels within the total exterior boundaries of the following  
29 described two adjoining parcels of land known as Parcels C and D.

## 19 PARCEL C

20 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
21 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of  
22 California, as per map recorded in Book 34, Page 90 of Miscellaneous  
23 Records, in the office of the County Recorder of said County; those  
24 portions of the Peschke Tract, in said City, County and State, as per map  
25 recorded in Book 31, Page 45 of said Miscellaneous Records; that portion  
26 of Lot 5 of Tract No. 10151, in said City, County and State, as per map  
27 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
28 Office; and those portions of City Lands, in said City, County and State,  
29 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
30 Records, described as a whole as follows:

31 Commencing at the intersection of the easterly prolongation of the  
32 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
33 AVILA Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
34 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
35 northerly terminus of that certain course having a bearing and distance of  
36 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
37 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
38 Book 14076, Page 324 of Official Records, in said office of the County  
39 Recorder; thence along a westerly and southerly lines of said Parcel 3  
40 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
41 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
42 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
43 Tract No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  
44  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet;

DESCRIPTION

June 29, 1992

CATELLUS' (GRANTOR) RETAINED PROPERTY (CONTINUED)

1 thence South 79°58'59" East 150.00 feet; thence North 10° 01' 01" East  
2 13.75 feet; thence South 79° 58' 59" East 109.89 feet to a point in the  
3 westerly line of the land as described in Parcel 1 of the deed to the City  
4 of Los Angeles recorded December 28, 1945, in Book 22651, Page 63 of  
5 Official Records, in said office of the County Recorder being a curve  
6 concave westerly and having a radius of 1000.00 feet, a radial of said  
7 curve to said point having a bearing of South 65° 11' 07" East; thence  
8 northerly along said curve, through a central angle of 05° 58' 02" an arc  
9 distance of 104.15 feet to the northerly terminus of said curve at the  
10 most southerly corner of the land as described in the deed to the City of  
11 Los Angeles recorded August 28, 1936, in Book 14393, Page 61 of said  
12 Official Records; thence along the northwesterly lines of said last  
13 mentioned deed North 18° 50' 51" East 120.96 feet and North 26° 09' 18"  
14 West 14.14 feet to a point in the westerly prolongation of the northerly  
15 line of Lot "B" of said Tract No. 10151 distant 23.18 feet westerly along  
16 said prolongation, from the northwesterly corner of said Lot "B"; thence  
17 along said prolongation North 71° 09' 27" West 121.02 feet to the  
18 southeasterly line of Lot 1 of said Subdivision of a Part of the Estate of  
19 Ynuario Avila Dec'd; thence along said southeasterly line North 27° 03'  
20 23" East 20.44 feet to the northeasterly corner of said Lot 1; thence  
21 along the northerly line of Lots 1 to 5 of said Subdivision of a Part of  
22 the Estate of Ynuario Avila Dec'd North 71° 09' 27" West 225.50 feet to an  
23 intersection with the northerly prolongation of that certain course  
24 described above as having a bearing and distance of "South 10° 01' 01"  
25 West 240.67 feet"; thence along said prolongation South 10° 01' 01" West  
26 33.63 feet to the TRUE POINT OF BEGINNING.

14 PARCEL D

15 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
16 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of  
17 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
18 in the office of the County Recorder of said County; those portions of Lots 4  
19 and 5 of Tract No. 10151, in said City, County and State, as per map recorded  
20 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;  
21 those portions of Block "D" of the Subdivision of the Aliso Tract, in said  
22 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said  
23 Miscellaneous Records; those portions of the Subdivision of the Ballesteros  
24 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,  
25 Pages 505 and 506 of said Miscellaneous Records; and those portions of City  
26 Lands, in said City, County and State, as per map recorded in Book 2, Pages  
27 504 and 505 of said Miscellaneous Records, described as a whole as follows:

28 Commencing at the intersection of the easterly prolongation of the southerly  
29 line of Lot "A" of said Tract No. 10151; with the centerline of Avila Street,  
30 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
31 prolongation South 71° 09' 27" East 39.24 feet to the northerly terminus of  
32 that certain course having a bearing and distance of "South 18° 56' 50" West  
3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of  
Official Records, in said office of the County Recorder; thence along a  
westerly and southerly lines of said Parcel 3 South 18° 50' 33" West 3.00 feet  
and South 71° 09' 27" East 10.86 feet; thence along a line parallel with the  
centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
No. 10151, South 10° 01' 01" West 240.67 feet; thence South 79° 58' 59" East  
45.00 feet; thence South 10° 01' 01" West 45.00 feet to the TRUE POINT OF  
BEGINNING; thence continuing South 10° 01' 01" West 92.50 feet; thence North  
79° 58' 59" West 19.25 feet to the beginning of a tangent curve concave  
southeasterly and having a radius of 80.00 feet; thence southwesterly along  
said curve through a central angle of 47° 25' 50" an arc distance of 66.23  
feet to a line parallel with and distant 58.92 feet westerly, measured at  
right angles, from the southerly prolongation of that certain course

DESCRIPTION

June 29, 1992

1      CATELLUS' (GRANTOR) RETAINED PROPERTY (CONTINUED)

2      described above as having a bearing and distance of "South 10° 01' 01"

3      West 92.50 feet"; thence along said parallel line South 10° 01' 01" West

4      108.24 feet to the beginning of a non-tangent curve concave northeasterly

5      and having a radius of 80.00 feet, said curve being tangent at its

6      easterly terminus to a line parallel with and distant 160.00 feet

7      southerly, measured along said last mentioned southerly prolongation, from

8      that certain course described above as having a bearing and distance of

9      "North 79° 58' 59" West 19.25 feet", said easterly terminus being distant

10     19.25 feet westerly along said parallel line from the intersection of said

11     parallel line with said southerly prolongation; thence southeasterly

12     along said last mentioned curve through a central angle of 47° 25' 50" an

13     arc distance of 66.23 feet to said easterly terminus; thence tangent to

14     said curve along said last mentioned parallel line South 79° 58' 59" East

15     19.25 feet to said southerly prplongation; thence continuing along said

16     southerly prolongation South 10° 01' 01" West 364.33 feet; thence South

17     79° 58' 59" East 150.00 feet; thence North 10° 01' 01" East 616.83 feet

18     to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING;

19     thence along said last mentioned line North 79° 58' 59" West 150.00 feet

20     to the TRUE POINT OF BEGINNING.

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PARCEL F-2:

DESCRIPTION

THE FOLLOWING NON-EXCLUSIVE SURFACE AND SUBTERRANEAN EASEMENTS OVER THE REAL PROPERTY DESCRIBED ON THE EXHIBIT ATTACHED HERETO ("THE CONVEYED PROPERTY") RESERVED IN THAT CERTAIN CORPORATION GRANT DEED BY THE INSURED, AS GRANTOR (HEREINAFTER "GRANTOR"), TO CATELLUS DEVELOPMENT CORPORATION, AS GRANTEE, (HEREINAFTER "GRANTEE"), DATED JUNE 30, 1992 AND RECORDED JULY 7, 1992 AS INSTRUMENT NO. 92-1231028 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA:

(A) AN EASEMENT FOR VEHICULAR INGRESS, EGRESS AND PASSAGE FROM PARCELS C AND D OVER THE ROADWAYS, DRIVEWAYS, ENTRANCES, EXITS, RAMPS, AND SUCH OTHER FACILITIES AS ARE DESIGNED FOR SUCH USE CONSTRUCTED OR TO BE CONSTRUCTED ON THE CONVEYED PROPERTY INCLUDING, WITHOUT LIMITATION, THE RIGHT FOR PASSAGE OF GRANTOR'S PUBLIC TRANSPORTATION VEHICLES ON A REGULARLY SCHEDULED BASIS;

(B) AN EASEMENT FOR PEDESTRIAN INGRESS, EGRESS, PASSAGE AND ACCOMMODATIONS FROM PARCELS C AND D OVER THE SIDEWALKS, PLAZA AREAS, MALLS, BRIDGES, WALKWAYS, STAIRWAYS, ELEVATORS, ESCALATORS, AND SUCH OTHER FACILITIES AS ARE DESIGNED FOR SUCH USE, CONSTRUCTED OR TO BE CONSTRUCTED ON THE CONVEYED PROPERTY;

(C) AN EASEMENT FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REMOVAL AND REPLACEMENT OF UTILITY AND SERVICE LINES AND SYSTEMS, INCLUDING, WITHOUT LIMITATION, AIR CONDITIONING AND HEATING DUCTS AND EQUIPMENT, SEWERS, WATER PIPES AND OTHER PLUMBING SYSTEMS, GAS PIPES AND SYSTEMS, DRAINAGE LINES AND SYSTEMS, ELECTRICAL POWER CONDUITS, LINES, CABLES AND WIRES, CABLE TELEVISION LINES, MICROWAVE COMMUNICATION SYSTEMS, TELEPHONE CONDUITS, LINES AND WIRES, SECURITY LINES AND SYSTEMS AND TELECONFERENCING SYSTEMS; AND

(D) AN EASEMENT FOR INSTALLING AND MAINTAINING VERTICAL AND HORIZONTAL SUPPORT TO ALL STRUCTURAL MEMBERS, BEARING WALLS, FOOTINGS, FOUNDATIONS, COLUMNS AND BEAMS WHICH ARE A PART OF IMPROVEMENTS CONSTRUCTED ON PARCELS C AND D AT ALL TIMES.

ALL OF SAID SURFACE AND SUBTERRANEAN EASEMENTS BEING OVER THE FOLLOWING DESCRIBED REAL PROPERTY:

SEE EXHIBIT ATTACHED

GRANTEE SHALL HAVE THE RIGHT TO CREATE, RELOCATE, ALTER OR ELIMINATE ANY SUCH DRIVEWAYS, ROADWAYS, RAMPS, SIDEWALKS OR OTHER FACILITIES CONSTRUCTED OR TO BE CONSTRUCTED ON THE CONVEYED PROPERTY AND INCLUDED IN THE AFORESAID EASEMENTS, PROVIDED THAT REASONABLY COMPARABLE VEHICULAR AND PEDESTRIAN ACCESS TO PARCELS C AND D IS MAINTAINED.

DESCRIPTION

CONVEYED  
PROPERTY: Revised June 15, 1992  
(SCRIP GRANT TO CAPELLUS)

1 Those portions of Lots 4 and 5 of Tract No. 10151, in the City of Los  
2 Angeles, County of Los Angeles, State of California, as per map recorded  
3 in Book 157 Pages 45 to 47 inclusive of Maps, in the office of the County  
4 Recorder of said County, together with that portion of Ramirez Street  
5 (formerly known as Ramirez Street Extension, 60.00 feet wide) as shown and  
6 dedicated on map of Subdivision of a Part of the Estate of Ymario Avila,  
7 Deceased, in said City, County and State, as per map recorded in Book 34  
8 Page 90 of Miscellaneous Records, in said Recorder's Office, together with  
9 those portions of the Subdivision of the Aliso Tract, in said City, County  
10 and State, as per map recorded in Book 4 Pages 12 and 13 of Miscellaneous  
11 Records, in said Recorder's Office; together with those portions of the  
12 Subdivision of the Ballesteros Vineyard Tract, in said City, County and  
13 State, as per map recorded in Book 1 Pages 505 and 506 of Miscellaneous  
14 Records, in said Recorder's Office; and together with those portions of  
15 City Lands, in said City, County and State, as per map recorded in Book 2  
16 Pages 504 and 505 of Miscellaneous Records, in said Recorder's Office,  
17 described as a whole as follows:  
18  
19 Beginning at the most westerly corner of the land as described in Parcel 2  
20 in the deed to the City of Los Angeles, recorded December 28, 1945 as  
21 Instrument No. 1224 in Book 22651 Page 63, Official Records of said  
22 County, said most westerly corner also being a point in the southeasterly  
23 line of Lot 4 of said Tract No. 10151, as per map recorded in Book 157  
24 Pages 45 to 47 inclusive of Maps, in said Recorder's Office; thence along  
25 said southeasterly line, North 66° 36' 14" East 57.58 feet to the westerly  
26 prolongation of the southerly line of the land as described in the deed to  
27 the City of Los Angeles, recorded June 27, 1899 as Instrument No. 31 in  
28 Book 1253 Page 114 of Deeds, in said Recorder's Office; thence along said  
29 prolongation, South 86° 48' 15" East 130.14 feet to the southeast corner  
30 of said last mentioned deed to the City of Los Angeles; thence along the  
31 prolongation of the southeasterly line of said last mentioned deed to the  
32 City of Los Angeles, South 52° 22' 37" West 7.09 feet to the northeasterly  
prolongation of the southeasterly line of the land as described in the  
deed to the City of Los Angeles, recorded June 27, 1899 as Instrument No.  
28 in Book 1298 Page 307 of Deeds in said Recorder's Office; thence along  
said last mentioned southeasterly line and its prolongations thereof,  
South 66° 36' 14" West 111.68 feet, to the beginning of a tangent curve  
concave southeasterly and having a radius of 50.00 feet in the  
southeasterly line of the land as described in the Final Order of  
Condemnation entered in Los Angeles County Superior Court Case No. 424466,  
a certified copy of which was recorded July 27, 1938 as Instrument No. 1058  
in Book 15871 Page 393 of Official Records of said County; thence  
southwesterly along said curve through central angle of 57° 46' 47", an  
arc distance of 50.42 feet to the point of tangency of the easterly line  
of the land as described in the deed to the City of Los Angeles, recorded  
April 12, 1937 as Instrument No. 1137 in Book 14861 Page 261 of Official  
Records of said County; thence along said easterly line South 08° 49' 27"  
West 53.83 feet to the northwest corner of the land as described in Parcel  
No. 71779-1 in the Final Order of Condemnation entered in Los Angeles  
County, Superior Court Case No. C447627, a certified copy of which was  
recorded March 29, 1988 as Document No. 88-422827 of Official Records of  
said County, said northwest corner also being a point in a non-tangent  
curve concave southerly and having a radius of 4340.00 feet in the  
northerly line of the land as described in Parcel No. 71779-1 in said last  
mentioned Final Order of Condemnation, a radial line that bears North 04°  
42' 15" West to said last mentioned point; thence easterly along said  
curve and its continuations thereof, to and along the northerly line of  
the land as described in Parcel No. 71780 (Amended) in said last mentioned  
Final Order of Condemnation, through a central angle of 04° 13' 44", an  
arc distance of 320.33 feet to the easterly line of the land as described  
in Parcel 1 in the deed to Maier Brewing Co., recorded August 14, 1964 as  
Instrument No. 5697 in Book D-2591 Page 55 of Official Records of said  
County; thence along the easterly line of said deed to Maier Brewing Co.  
and its prolongation thereof, as follows; North 04° 59' 28" West 209.00

DESCRIPTION

Revised June 15, 1992

SCRIPD GRANT TO CAPELLUS (CONTINUED)

1 feet and North 05° 09' 09" West 187.29 feet to the beginning of a tangent  
2 curve concave northeasterly and having a radius of 400.00 feet; thence  
3 northwesterly along said last mentioned curve through a central angle of  
4 26° 38' 24", an arc distance of 185.98 feet; thence tangent to said last  
5 mentioned curve, North 12° 29' 15" East 28.23 feet to the westerly line of  
6 the land as described in Parcel 1 in said hereinabove first mentioned deed  
7 to the City of Los Angeles; thence along the westerly lines of the land as  
8 described in Parcels 1 and 2 in said hereinabove first mentioned deed to  
9 the City of Los Angeles and its prolongation thereof as follows:  
10 southerly along a non-tangent curve concave westerly and having a radius  
11 of 1000.00 feet through a central angle of 11° 18' 42", an arc distance of  
12 197.62 feet and South 40° 54' 31" West 370.27 feet to the point of  
13 beginning.

14 EXCEPTING THEREFROM the interest of the State of California that would  
15 pass with legal conveyance of the land as described in Parcel 2 (Amended)  
16 in the Final Order of Condemnation entered in Los Angeles County Superior  
17 Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in  
18 Book 51718, Page 358 of official Records of said County

19 ALSO EXCEPT THEREFROM any portion of said land within the following  
20 described parcel of land known as Parcel D.

21 PARCEL D

22 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
23 Dec'd. in City of Los Angeles, in the County of Los Angeles, State of  
24 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
25 in the office of the County Recorder of said County; those portions of Lots 4  
26 and 5 of Tract No. 10151, in said City, County and State, as per map recorded  
27 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's office;  
28 those portions of Block "D" of the Subdivision of the Aliso Tract, in said  
29 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said  
30 Miscellaneous Records; those portions of the Subdivision of the Ballesteros  
31 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,  
32 Pages 505 and 506 of said Miscellaneous Records; and those portions of City  
33 Lands, in said City, County and State, as per map recorded in Book 2, Pages  
34 504 and 505 of said Miscellaneous Records, described as a whole as follows:

35 Commencing at the intersection of the easterly prolongation of the southerly  
36 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
37 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
38 prolongation South 71° 09' 27" East 39.24 feet to the northerly terminus of  
39 that certain course having a bearing and distance of "South 18° 56' 50" West  
40 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
41 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of  
42 Official Records, in said office of the County Recorder; thence along a  
43 westerly and southerly lines of said Parcel 3 South 18° 50' 33" West 3.00 feet  
44 and South 71° 09' 27" East 10.86 feet; thence along a line parallel with the  
45 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
46 No. 10151, South 10° 01' 01" West 240.67 feet; thence South 79° 58' 59" East  
47 45.00 feet; thence South 10° 01' 01" West 45.00 feet to the TRUE POINT OF  
48 BEGINNING; thence continuing South 10° 01' 01" West 92.50 feet; thence North  
49 79° 58' 59" West 19.25 feet to the beginning of a tangent curve concave  
50 southeasterly and having a radius of 80.00 feet; thence southwesterly along  
51 said curve through a central angle of 47° 25' 50" an arc distance of 66.23  
52 feet to a line parallel with and distant 58.92 feet westerly, measured at  
53 right angles, from the southerly prolongation of that certain course  
54 described above as having a bearing and distance of "South 10° 01' 01"  
55 West 92.50 feet"; thence along said parallel line South 10° 01' 01" West  
56 108.24 feet to the beginning of a non-tangent curve concave northeasterly  
57 and having a radius of 80.00 feet, said curve being tangent at its  
58 easterly terminus to a line parallel with and distant 160.00 feet  
59 southerly, measured along said last mentioned southerly prolongation, from

DESCRIPTION

Revised June 15, 1992

SCRID GRANT TO CAPELLUS (CONTINUED)

1 that certain course described above as having a bearing and distance of  
"North 79° 58' 59" West 19.25 feet", said easterly terminus being distant  
2 19.25 feet westerly along said parallel line from the intersection of said  
parallel line with said southerly prolongation: thence southeasterly  
3 along said last mentioned curve through a central angle of 47° 25' 50" an  
arc distance of 66.23 feet to said easterly terminus: thence tangent to  
4 said curve along said last mentioned parallel line South 79° 58' 59" East  
19.25 feet to said southerly prolongation: thence continuing along said  
5 southerly prolongation South 10° 01' 01" West 364.33 feet: thence South  
79° 58' 59" East 150.00 feet: thence North 10° 01' 01" East 616.83 feet  
6 to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING:  
thence along said last mentioned line North 79° 58' 59" West 150.00 feet  
7 to the TRUE POINT OF BEGINNING.

8 Containing 1.578 acres total

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## SCHEDULE B

Policy No: 9201512 - 64

### EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1992-93 WHICH ARE A LIEN NOT YET PAYABLE.
2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.
3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

PURPOSE: STREET  
RECORDED: MAY 11, 1897 IN BOOK 1154 PAGE 257 OF DEEDS  
AFFECTS: A PORTION OF PARCELS C, F-1 AND MAP 1J, 2H, 3G OF PARCELS E-1 THROUGH E-29, ONLY.

4. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

GRANTED TO: COUNTY OF LOS ANGELES  
PURPOSE: HIGHWAY PURPOSES  
RECORDED: MAY 13, 1936 IN BOOK 14076 PAGE 324, OFFICIAL RECORDS  
AFFECTS: A PORTION OF PARCELS C, F-1 AND MAP 1J, 2H, 3G OF PARCELS E-1 THROUGH E-29, ONLY.

5. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

PURPOSE: SANITARY SEWERS AND STORM DRAINS  
RECORDED: AS RESERVED IN ORDINANCE 85,350  
AFFECTS: THOSE PORTIONS OF PARCEL A LYING WITHIN VACATED AVILA STREET AND RAMIREZ STREET FROM AVILA STREET TO A POINT APPROXIMATELY 170 FEET SOUTHEASTERLY FROM SAID AVILA STREET, AS SAID STREETS ARE SHOWN AND DELINEATED UPON THE MAP OF SAID TRACT NO. 10151, RECORDED IN BOOK 157 PAGE 45 OF MAPS.

AFFECTS: PARCELS F-1 AND MAP 2H, 3G OF PARCELS E-1 THROUGH E-29, ONLY.

6. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

**SCHEDULE B**  
**(continued)**

GRANTED TO: THE STATE OF CALIFORNIA  
PURPOSE: ANY AND ALL RIGHTS OF INGRESS AND EGRESS  
RECORDED: MARCH 8, 1963 AS INSTRUMENT NO. 4288  
AFFECTS: THAT PORTION OF VACATED LYON STREET, VIGNES STREET AND  
RAMIREZ STREET WITHIN PARCELS F-1, F-2 AND MAP 1B, 1C,  
1D, 1E OF PARCELS E-1 THROUGH E-29 ONLY.

7. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED  
HEREIN, AND INCIDENTAL PURPOSES, CONDEMNED BY FINAL DECREE (NO  
REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

PURPOSE: RETAINING WALL  
CASE NO: CD 416021  
RECORDED: FEBRUARY 24, 1986 AS INSTRUMENT NO. 86-235900 OFFICIAL  
RECORDS AND MARCH 11, 1987 AS INSTRUMENT NO. 87-366265  
AFFECTS: A PORTION OF PARCEL F-1, ONLY.

8. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHTS OF  
INGRESS AND EGRESS TO OR FROM THE FREEWAY ADJACENT TO SAID LAND. SAID  
RIGHTS HAVE BEEN RELINQUISHED

TO: STATE OF CALIFORNIA  
BY DEED RECORDED: FEBRUARY 24, 1986 AS INSTRUMENT NO. 86-235900  
AFFECTS: A PORTION OF PARCEL F-1, ONLY.

9. THE TERMS AND PROVISIONS OF A DEVELOPMENT AGREEMENT DATED OCTOBER 30, 1991,  
EXECUTED BY AND BETWEEN THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT AND  
CATELLUS DEVELOPMENT CORPORATION, AS DISCLOSED BY AN ESTOPPEL AGREEMENT,  
DATED NOVEMBER 15, 1991, EXECUTED BY THE SOUTHERN CALIFORNIA RAPID TRANSIT  
DISTRICT, CATELLUS DEVELOPMENT CORPORATION AND SECURITY PACIFIC NATIONAL  
BANK, RECORDED DECEMBER 13, 1991 AS INSTRUMENT NO. 91-2057036.
10. THE TERMS AND PROVISIONS OF A DEVELOPMENT AGREEMENT DATED OCTOBER 30, 1991,  
AS AMENDED JUNE 30, 1992, EXECUTED BY AND BETWEEN SOUTHERN CALIFORNIA RAPID  
TRANSIT DISTRICT AND CATELLUS DEVELOPMENT CORPORATION, AS DISCLOSED BY  
MEMORANDUM OF DEVELOPMENT AGREEMENT DATED JUNE 30, 1992, RECORDED JULY 7,  
1992 AS INSTRUMENT NO. 92-1231034.
11. AN EASEMENT FOR ZANJA, AS EXCEPTED IN THE DECREE QUIETING TITLE AGAINST THE  
CITY OF LOS ANGELES, ENTERED OCTOBER 23, 1922 IN LOS ANGELES COUNTY  
SUPERIOR COURT, CASE NO. 106268, A CERTIFIED COPY OF WHICH WAS RECORDED IN  
BOOK 1570 PAGE 163, OFFICIAL RECORDS.

AFFECTS: PARCELS F-2, AND MAP 1E, 2E AND 3D OF PARCELS E-1 THROUGH E-29,  
ONLY.

12. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS  
SET FORTH IN A DOCUMENT

**SCHEDULE B**  
(continued)

**PURPOSE:** SANITARY SEWERS AND STORM DRAINS  
**AFFECTS:** THOSE PORTIONS OF SAID LAND LYING WITHIN (VACATED) LYON STREET, AVILA STREET AND RAMIREZ STREET, VACATED PURSUANT TO ORDINANCE NO. 166,646, RECORDED JUNE 25, 1992 AS INSTRUMENT NO. 92-1163448, AS SAID STREETS ARE SHOWN AND DELINEATED UPON THE MAP OF SAID TRACT NO. 10151.

**AFFECTS:** PARCELS F-2 AND MAP 1F, 2E, 3D OF PARCELS E-1 THROUGH E-29, ONLY.

13. ANY RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN INSPECTION OR SURVEY:

ANY EASEMENTS FOR UTILITIES LOCATED IN THE PORTIONS OF VACATED RAMIREZ, VIGNES AND LYON STREETS, (CONTAINED WITHIN THE PROPERTY DESCRIBED IN SCHEDULE A ABOVE) WHICH HAVE BEEN VACATED PURSUANT TO ORDINANCE NO. 166,646, RECORDED JUNE 25, 1992, AS INSTRUMENT NO. 92-1163448, (STREET VACATIONS), NOT DISCLOSED BY THOSE PUBLIC RECORDS WHICH IMPART CONSTRUCTIVE NOTICE AND WHICH ARE NOT VISIBLE AND APPARENT FROM AN INSPECTION OF THE SURFACE OF SAID LAND.

**AFFECTS:** PARCELS D, F-1, F-2 AND MAP 1B, 1C, 1D, 1E, 1F, 1G, 1H, 1J, 2B, 2C, 2D, 2E, 2F, 2H, 3C, 3D, 3E, 3G OF PARCELS E-1 THROUGH E-29, ONLY.

14. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE FREEWAY, STREET OR HIGHWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN SEVERED FROM SAID LAND BY THE DOCUMENT

**RECORDED:** AUGUST 14, 1964 AS INSTRUMENT NO. 5697  
**AFFECTS:** EASTERLY SIDE OF VIGNES STREET WESTERLY OF FREEWAY RAMP, WITHIN PARCEL F-2 AND MAP 1F, 2E AND 3D OF PARCELS E-1 THROUGH E-29, ONLY.

15. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE FREEWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN SEVERED FROM SAID LAND BY THE DOCUMENT

**RECORDED:** MARCH 29, 1988 AS INSTRUMENT NO. 88-422827  
**AFFECTS:** THE PORTION OF PARCELS F-1, F-2, MAP 1F, 1H, 2E, 2F, 3D AND 3E OF PARCELS E-1 THROUGH E-29, ONLY.

16. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

**GRANTED TO:** ALEXANDER WEILL  
**PURPOSE:** CLEANING AND REPAIRING OF THE FLUME AND ZANJA NOW

**SCHEDULE B**  
**(continued)**

RECORDED: RUNNING THROUGH SAID PREMISES  
JUNE 8, 1809 IN BOOK 13 PAGE 222 OF DEEDS AND IN BOOK  
17 PAGE 168 OF DEEDS  
AFFECTS: PARCELS D, F-1, F-2, MAP IF, IG, IH, 2E, 2F, 3D, 3E OF  
PARCELS E-1 THROUGH E-29, ONLY.

17. ANY RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN INSPECTION OR SURVEY:

(A) THERE ARE POWER AND TELEPHONE POLES, CROSS ARMS, GUY WIRES, UNDERGROUND CONDUITS AND OVERHEAD WIRES LOCATED ON MACY STREET AND VIGNES STREET EXTENDING ONTO THE NORTHERLY AND EASTERLY PORTION OF PARCEL C OF SAID LAND, AND THE CONCRETE WALKS, AND CURBS LOCATED IN VIGNES STREET AND LYON STREET AND EXTENDING ONTO THE EASTERLY PORTIONS OF PARCEL C OF SAID LAND, AND THE CONCRETE WALLS AND CHAIN LINK FENCES LOCATED IN THE EASTERLY PORTIONS OF PARCEL D OF SAID LAND AND EXTENDING ONTO THE LAND ON THE EAST.

(B) THE CONCRETE WALK WITH CURBS LOCATED IN MACY STREET AND EXTENDING ONTO THE NORTHERLY PORTION OF PARCEL C OF SAID LAND.

(C) THERE IS METRO RAIL CONSTRUCTION, CONSTRUCTION YARDS, STORAGE TANKS, RAILROAD TRACKS, SWITCHES, TRAILERS, YARD LIGHTS, MANHOLES, VAULTS AND CATCH BASINS ALL LOCATED ON PARCELS C AND D.

(D) THERE IS PROPOSED SUBSURFACE RIGHT OF WAY AND OTHER EASEMENTS FOR METRO RAIL, AS CONTAINED IN "UNION STATION METRO RAIL CONSTRUCTION, RIGHT OF ENTRY LICENSE AND PERMANENT EASEMENT AGREEMENT", DATED NOVEMBER 3, 1987, EXECUTED BY AND BETWEEN THE ATCHISON TOPEKA & SANTA FE RAILWAY COMPANY, SOUTHERN PACIFIC TRANSPORTATION COMPANY, THE LOS ANGELES SALT LAKE RAILROAD COMPANY, UNION PACIFIC RAILROAD COMPANY AND THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, AS DISCLOSED TO THE COMPANY IN WRITING. AFFECTING PARCELS D, F-1, F-2 AND E-1 THROUGH E-29, EXCEPTING THEREFROM MAP 1A, 2A, 3A, AND 3B OF E-1 THROUGH E-29 ONLY.

18. THE TERMS, COVENANT AND CONDITIONS OF AN "AMENDMENT TO UNION STATION EASEMENT AGREEMENT" DATED NOVEMBER 30, 1990, AS AMENDED MAY 31, 1992, EXECUTED BY AND BETWEEN CATELLUS DEVELOPMENT CORPORATION AND THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED JUNE 17, 1992 AS INSTRUMENT NO. 92-1102913.

AFFECTS: PARCEL F-1, ONLY.

19. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: CATELLUS DEVELOPMENT CORPORATION  
IN FAVOR OF: CITY OF LOS ANGELES  
RECORDED: JUNE 22, 1992 AS INSTRUMENT NO. 92-1133620

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.



**SCHEDULE B**  
**(continued)**

AFFECTS: PARCELS C, D, F-1, F-2 AND MAP 1G, 1H, 1I, 1J, 1K, 1L, 1M, 1N, 2E, 2F, 2G, 2H, 3D, 3E, 3F, 3G OF E-1 THROUGH E-29, ONLY.

20. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
IN FAVOR OF: CITY OF LOS ANGELES  
RECORDED: JUNE 22, 1992 AS INSTRUMENT NO. 92-1133619

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

AFFECTS: PARCELS D, AND F-2, MAP 1B, 1C, 1D, 1E, 1F, 1G, 1H, 2B, 2C, 2D, 2E, 2F, 3C, 3D, OF E-1 THROUGH E-29 ONLY.

21. COVENANTS, CONDITIONS AND RESTRICTIONS (DELETING RESTRICTIONS BASED ON RACE, COLOR OR CREED) AS SET FORTH IN THE DEED DATED JUNE 30, 1992, EXECUTED BY SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, BY SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, RECORDED JULY 7, 1992 AS INSTRUMENT NO. 92-1231028.
22. COVENANTS, CONDITIONS AND RESTRICTIONS (DELETING RESTRICTIONS BASED ON RACE, COLOR OR CREED) AS SET FORTH IN THE DEED DATED JUNE 30, 1992, EXECUTED BY CATELLUS DEVELOPMENT CORPORATION, RECORDED JULY 7, 1992 AS INSTRUMENT NO. 92-1231029.
23. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND COVENANT AND AGREE THAT SAID LAND SHALL BE HELD AS ONE PARCEL AND NO PORTION SHALL BE SOLD SEPARATELY, WHICH COVENANT IS EXPRESSED TO RUN WITH THE LAND AND BE BINDING UPON FUTURE OWNERS.

DATED: JULY 1, 1992  
EXECUTED BY: CATELLUS DEVELOPMENT CORPORATION  
IN FAVOR OF: CITY OF LOS ANGELES  
RECORDED: JULY 7, 1992 AS INSTRUMENT NO. 92-1231030

AFFECTS: PARCELS F-1, F-2 AND MAP 1G, 1H, 1I, 1J, 1K, 1L, 1M, 1N, 2F, 2G, 2H, 3E, 3F, 3G OF E-1 THROUGH E-29, ONLY.

24. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND COVENANT AND AGREE THAT SAID LAND SHALL BE HELD AS ONE PARCEL AND NO PORTION SHALL BE SOLD SEPARATELY, WHICH COVENANT IS EXPRESSED TO RUN WITH THE LAND AND BE BINDING UPON FUTURE OWNERS.

DATED: JULY 1, 1992  
EXECUTED BY: CATELLUS DEVELOPMENT CORPORATION  
IN FAVOR OF: CITY OF LOS ANGELES  
RECORDED: JULY 7, 1992 AS INSTRUMENT NO. 92-1231031

**SCHEDULE B**  
**(continued)**

AFFECTS: PARCELS F-1 F-2 AND MAP 1B, 1C, 1D, 1E, 1F, 2B, 2C, 2D, 2E, 3C, 3D OF E-1 THROUGH E-29, ONLY.

25. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND COVENANT AND AGREE THAT SAID LAND SHALL BE HELD AS ONE PARCEL AND NO PORTION SHALL BE SOLD SEPARATELY, WHICH COVENANT IS EXPRESSED TO RUN WITH THE LAND AND BE BINDING UPON FUTURE OWNERS.

DATED: JULY 1, 1992  
EXECUTED BY: SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
IN FAVOR OF: CITY OF LOS ANGELES  
RECORDED: JULY 7, 1992 AS INSTRUMENT NO. 92-1231032

AFFECTS: PARCEL C ONLY.

26. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND COVENANT AND AGREE THAT SAID LAND SHALL BE HELD AS ONE PARCEL AND NO PORTION SHALL BE SOLD SEPARATELY, WHICH COVENANT IS EXPRESSED TO RUN WITH THE LAND AND BE BINDING UPON FUTURE OWNERS.

DATED: JULY 1, 1992  
EXECUTED BY: SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
IN FAVOR OF: CITY OF LOS ANGELES  
RECORDED: JULY 7, 1992 AS INSTRUMENT NO. 92-1231033

AFFECTS: PARCEL D ONLY.

27. THE TERMS, COVENANTS, PROVISIONS AND RESTRICTIONS IN THE "TUNNEL ACCESS AGREEMENT" EXECUTED BY AND BETWEEN CATELLUS DEVELOPMENT CORPORATION AND THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, DATED JUNE 30, 1992 RECORDED JULY 7, 1992 AS INSTRUMENT NO. 92-1231035.

28. THE TERMS, COVENANTS, PROVISIONS, AND RESTRICTIONS IN THE "PUBLIC TRANSIT USE AGREEMENT" BY AND BETWEEN THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT AND CATELLUS DEVELOPMENT CORPORATION, DATED JUNE 30, 1992, RECORDED JULY 7, 1992 AS INSTRUMENT NO. 92-1231036.

103.1 Modified

Attached to and forming a part of

Policy No. 009201S12 64

Issued by

CHICAGO TITLE INSURANCE COMPANY

The Company assures the Insured that the conveyance to the insured of the estate or interest in the land described in Schedule A, Parcels C, D, E-1 through E-2, F-1 and F-2 does not under Section 66499.30 of the Government Code, or any Local Ordinance adopted pursuant to the Subdivision Map Act (Division 2 of the Government Code, Commencing with Section 66410) require the filing of a tentative or final tract or parcel map.

The company hereby insures the Insured against losses which said Insured shall sustain the event that the assurances herein shall prove to be incorrect. The liability of the Company under this endorsement shall not be limited by Exclusions No. 1 and 2 of the Exclusions for Coverage of said Policy.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the exclusions from coverage, schedules, conditions and stipulations therein, except as modified by the provisions hereof.

CHICAGO TITLE INSURANCE COMPANY

By:



Authorized Signatory

103.1 Modified

Attached to and forming a part of

Policy No. 009201512 64

Issued by

CHICAGO TITLE INSURANCE COMPANY

Dated as of the date of the policy to which this endorsement is attached

The Company hereby insures the Insured against loss which said Insured shall sustain as a result of any exercise of the right of use or maintenance of the easements referred to in Paragraph 11 and 16 of Schedule B over or through said land.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the exclusions from coverage, schedules, conditions and stipulations therein, except as modified by the provisions hereof.

CHICAGO TITLE INSURANCE COMPANY

By:   
\_\_\_\_\_  
Authorized Signatory

CLTA Form 103.1 Modified

06/08/89

Attached to and forming a part of

Policy No. 009201512 64

Issued by

CHICAGO TITLE INSURANCE COMPANY

Dated as of the date of the policy to which this endorsement is attached

The Company hereby insures the against loss which the Insured shall sustain:

as a result of any exercise of the right of ingress and egress excepted and reserved to the grantor in the instrument identified in Exception 6 of Schedule B over or through said land.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the exclusions from coverage, schedules, conditions and stipulations therein, except as modified by the provisions hereof.

CHICAGO TITLE INSURANCE COMPANY

By:



Authorized Signatory

06/08/89

Attached to and forming a part of

Policy No. 009201512 64

Issued by

CHICAGO TITLE INSURANCE COMPANY

The Company assures the insured that:

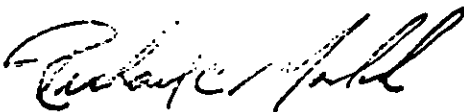
- (1) One or more of the easements described as Parcel(s) E-1 through E-2, F-1 and F-2 in Schedule A provide the insured with vehicular ingress and egress to and from public street known as Macy Street.
- (2) One or more of the easements described as Parcel(s) E-1 through E-2, F-1 and F-2 in Schedule A provide the insured with vehicular ingress and egress from the public street known as Vignes Street.
- (3) One or more of the easements described as Parcel(s) E-1 through E-2, F-1 and F-2 in Schedule A provide the insured pedestrian ingress and egress to and from public street known as Macy Street.
- (4) One or more of the easements described as Parcel(s) E-1 through E-2, F-1 and F-2 in Schedule A provide the insured with pedestrian ingress and egress to and from public street known as Vignes Street.

The Company hereby insures said insured against loss or damage which said insured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements thereto shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement, when countersigned by an authorized officer or agent, is made a part of said policy as of Date of Policy and is subject to the schedules, conditions and stipulations and exclusions from coverage therein contained, except as modified by the provisions hereof.

Countersigned:



Authorized officer or Agent

ENDORSEMENT 103.4 (MODIFIED)

Attached to and forming a part )

Policy No. 009201512 64

Issued by

CHICAGO TITLE INSURANCE COMPANY

Dated: \_\_\_\_\_

The Company assures the Insured that said land is the same as that delineated on the plat of a survey and the computer generated maps made by Mollenhauer, Higashi & Moore, Inc. on \_\_\_\_\_ and updated on \_\_\_\_\_, designated job number 15861 which is attached hereto and made a part hereof.

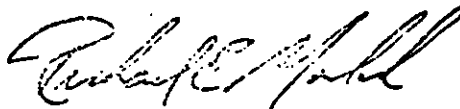
The Company hereby insures said Assured against loss which said Assured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the exclusions from coverage, schedules, conditions and stipulations therein, except as modified by the provisions hereof.

CHICAGO TITLE INSURANCE COMPANY

By:



\_\_\_\_\_  
Authorized Signatory

CLTA Form 116.1

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

### 3. DEFENSE AND PROSECUTION OF ACTIONS—NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

### 4. NOTICE OF LOSS—LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

### 5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

### 6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

### 7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

### 8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

### 9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.



107.2(M)

Attached to and forming a part of

Policy No. 009201512 64

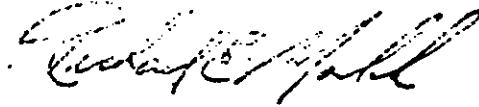
Issued by

CHICAGO TITLE INSURANCE COMPANY

DATED AS OF THE DATE OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

THE COMPANY DOES HEREBY AGREE, SUBJECT ONLY TO PAYMENT OF THE APPROPRIATE ADDITIONAL PREMIUM(S) FOR SUCH INCREASED AMOUNTS, TO INCREASE THE FACE AMOUNT OF SAID POLICY, IN AMOUNTS NOT TO EXCEED THE VALUE OF THE LAND AND IMPROVEMENTS LOCATED THEREON, FROM TIME TO TIME DURING THE DEVELOPMENT OF SAID LAND AND IMPROVEMENTS, EFFECTIVE AS OF THE DATE OF SAID POLICY.

CHICAGO TITLE INSURANCE COMPANY



AUTHORIZED SIGNATORY

107.2 (MODIFIED)

SPECIAL

Attached to and forming a part of

Policy No. 009201512 64

Issued by

CHICAGO TITLE INSURANCE COMPANY

The Company hereby insures against loss or damage which said Insured shall sustain by reason of

any final court order or judgment, requiring the removal from said land, or the relocation thereon, of any existing improvements, or any future improvements, or any portion of either, or requiring the payment of damages, in lieu of any such removal, on the basis that, at Date of Policy, the owner of any easement described in Paragraph No. 13 of Schedule B has the right to use said land for the purpose of using or maintaining said easement, provided that the insured has not discovered evidence of such easement (other than a claim of right to such easement made after the Date of Policy) prior to the earlier to occur of (1) the commencement of an action by the party asserting the right of such easement, and (2) the completion of construction of improvements in the area of such easement commenced after the Date of Policy.

Construction of improvements shall be deemed completed when either (a) an independent architect certifies to Chicago Title that erection of steel for the first floor above grade of such improvements is completed, or (b) if the improvements are primarily subterranean in nature, an independent architect certifies to the Company that all of the structural steel or structural concrete to be incorporated into such improvements has been so incorporated.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

CHICAGO TITLE INSURANCE COMPANY

By:



\_\_\_\_\_  
Authorized Signatory

Attached to and forming a part of

Policy No. 009201512 64

Issued by

CHICAGO TITLE INSURANCE COMPANY

Dated as of the date of the policy to which this endorsement is attached

The Company hereby insures the against loss which the Insured shall sustain:

as a result of any exercise of the right of ingress and egress  
excepted and reserved to the grantor in the instrument  
identified in Exception 6 of Schedule B over or through  
said land.

The total liability of the Company under said policy and any endorsements therein shall not  
exceed, in the aggregate, the face amount of said policy and costs which the Company is  
obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the exclusions from  
coverage, schedules, conditions and stipulations therein, except as modified by the  
provisions hereof.

CHICAGO TITLE INSURANCE COMPANY

By:



Authorized Signatory

06/08/89

Attached to and forming a part of

Policy No. 009201512 64

Issued by

## CHICAGO TITLE INSURANCE COMPANY

The Company assures the insured that:

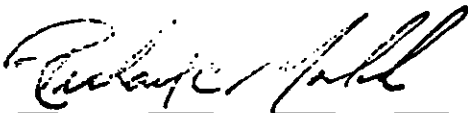
- (1) One or more of the easements described as Parcel(s) E-1 through E-2, F-1 and F-2 in Schedule A provide the insured with vehicular ingress and egress to and from public street known as Macy Street.
- (2) One or more of the easements described as Parcel(s) E-1 through E-2, F-1 and F-2 in Schedule A provide the insured with vehicular ingress and egress from the public street known as Vignes Street.
- (3) One or more of the easements described as Parcel(s) E-1 through E-2, F-1 and F-2 in Schedule A provide the insured pedestrian ingress and egress to and from public street known as Macy Street.
- (4) One or more of the easements described as Parcel(s) E-1 through E-2, F-1 and F-2 in Schedule A provide the insured with pedestrian ingress and egress to and from public street known as Vignes Street.

The Company hereby insures said insured against loss or damage which said insured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements thereto shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement, when countersigned by an authorized officer or agent, is made a part of said policy as of Date of Policy and is subject to the schedules, conditions and stipulations and exclusions from coverage therein contained, except as modified by the provisions hereof.

Countersigned:



Authorized Officer or Agent

ENDORSEMENT 103.4 (MODIFIED)

103.1 Modified

Attached to and forming a part of

Policy No. 009201512 64

Issued by

CHICAGO TITLE INSURANCE COMPANY

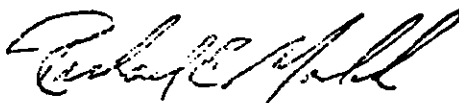
The Company assures the Insured that the conveyance to the insured of the estate or interest in the land described in Schedule A, Parcels C, D, E-1 through E-2, F-1 and F-2 does not under Section 66499.30 of the Government Code, or any Local Ordinance adopted pursuant to the Subdivision Map Act (Division 2 of the Government Code, Commencing with Section 66410) require the filing of a tentative or final tract or parcel map.

The company hereby insures the Insured against losses which said Insured shall sustain the event that the assurances herein shall prove to be incorrect. The liability of the Company under this endorsement shall not be limited by Exclusions No. 1 and 2 of the Exclusions for Coverage of said Policy.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the exclusions from coverage, schedules, conditions and stipulations therein, except as modified by the provisions hereof.

CHICAGO TITLE INSURANCE COMPANY

By: 

Authorized Signatory

103.1 Modified

Attached to and forming a part of

Policy No. 009201512 64

Issued by

CHICAGO TITLE INSURANCE COMPANY

Dated as of the date of the policy to which this endorsement is attached

The Company hereby insures the Insured against loss which said Insured shall sustain as a result of any exercise of the right of use or maintenance of the easements referred to in Paragraph 11 and 16 of Schedule B over or through said land.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the exclusions from coverage, schedules, conditions and stipulations therein, except as modified by the provisions hereof.

CHICAGO TITLE INSURANCE COMPANY

By:



Authorized Signatory

CLTA Form 103.1 Modified

06/08/89

**SCHEDULE B  
(continued)**

AFFECTS: PARCELS C, D, F-1, F-2 AND MAP 1G, 1H, 1I, 1J, 1K, 1L, 1M, 1N, 2E, 2F, 2G, 2H, 3D, 3E, 3F, 3G OF E-1 THROUGH E-29, ONLY.

20. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
IN FAVOR OF: CITY OF LOS ANGELES  
RECORDED: JUNE 22, 1992 AS INSTRUMENT NO. 92-1133619

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

AFFECTS: PARCELS D, AND F-2, MAP 1B, 1C, 1D, 1E, 1F, 1G, 1H, 2B, 2C, 2D, 2E, 2F, 3C, 3D, OF E-1 THROUGH E-29 ONLY.

21. COVENANTS, CONDITIONS AND RESTRICTIONS (DELETING RESTRICTIONS BASED ON RACE, COLOR OR CREED) AS SET FORTH IN THE DEED DATED JUNE 30, 1992, EXECUTED BY SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, BY SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, RECORDED JULY 7, 1992 AS INSTRUMENT NO. 92-1231028.
22. COVENANTS, CONDITIONS AND RESTRICTIONS (DELETING RESTRICTIONS BASED ON RACE, COLOR OR CREED) AS SET FORTH IN THE DEED DATED JUNE 30, 1992, EXECUTED BY CATELLUS DEVELOPMENT CORPORATION, RECORDED JULY 7, 1992 AS INSTRUMENT NO. 92-1231029.
23. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND COVENANT AND AGREE THAT SAID LAND SHALL BE HELD AS ONE PARCEL AND NO PORTION SHALL BE SOLD SEPARATELY, WHICH COVENANT IS EXPRESSED TO RUN WITH THE LAND AND BE BINDING UPON FUTURE OWNERS.

DATED: JULY 1, 1992  
EXECUTED BY: CATELLUS DEVELOPMENT CORPORATION  
IN FAVOR OF: CITY OF LOS ANGELES  
RECORDED: JULY 7, 1992 AS INSTRUMENT NO. 92-1231030

AFFECTS: PARCELS F-1, F-2 AND MAP 1G, 1H, 1I, 1J, 1K, 1L, 1M, 1N, 2F, 2G, 2H, 3E, 3F, 3G OF E-1 THROUGH E-29, ONLY.

24. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND COVENANT AND AGREE THAT SAID LAND SHALL BE HELD AS ONE PARCEL AND NO PORTION SHALL BE SOLD SEPARATELY, WHICH COVENANT IS EXPRESSED TO RUN WITH THE LAND AND BE BINDING UPON FUTURE OWNERS.

DATED: JULY 1, 1992  
EXECUTED BY: CATELLUS DEVELOPMENT CORPORATION  
IN FAVOR OF: CITY OF LOS ANGELES  
RECORDED: JULY 7, 1992 AS INSTRUMENT NO. 92-1231031

**SCHEDULE B**  
**(continued)**

AFFECTS: PARCELS F-1 F-2 AND MAP 1B, 1C, 1D, 1E, 1F, 2B, 2C, 2D, 2E, 3C, 3D OF E-1 THROUGH E-29, ONLY.

25. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND COVENANT AND AGREE THAT SAID LAND SHALL BE HELD AS ONE PARCEL AND NO PORTION SHALL BE SOLD SEPARATELY, WHICH COVENANT IS EXPRESSED TO RUN WITH THE LAND AND BE BINDING UPON FUTURE OWNERS.

DATED: JULY 1, 1992  
EXECUTED BY: SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
IN FAVOR OF: CITY OF LOS ANGELES  
RECORDED: JULY 7, 1992 AS INSTRUMENT NO. 92-1231032

AFFECTS: PARCEL C ONLY.

26. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND COVENANT AND AGREE THAT SAID LAND SHALL BE HELD AS ONE PARCEL AND NO PORTION SHALL BE SOLD SEPARATELY, WHICH COVENANT IS EXPRESSED TO RUN WITH THE LAND AND BE BINDING UPON FUTURE OWNERS.

DATED: JULY 1, 1992  
EXECUTED BY: SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
IN FAVOR OF: CITY OF LOS ANGELES  
RECORDED: JULY 7, 1992 AS INSTRUMENT NO. 92-1231033

AFFECTS: PARCEL D ONLY.

27. THE TERMS, COVENANTS, PROVISIONS AND RESTRICTIONS IN THE "TUNNEL ACCESS AGREEMENT" EXECUTED BY AND BETWEEN CATELLUS DEVELOPMENT CORPORATION AND THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, DATED JUNE 30, 1992 RECORDED JULY 7, 1992 AS INSTRUMENT NO. 92-1231035.

28. THE TERMS, COVENANTS, PROVISIONS, AND RESTRICTIONS IN THE "PUBLIC TRANSIT USE AGREEMENT" BY AND BETWEEN THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT AND CATELLUS DEVELOPMENT CORPORATION, DATED JUNE 30, 1992, RECORDED JULY 7, 1992 AS INSTRUMENT NO. 92-1231036.



**SCHEDULE B**  
**(continued)**

**PURPOSE:** SANITARY SEWERS AND STORM DRAINS  
**AFFECTS:** THOSE PORTIONS OF SAID LAND LYING WITHIN (VACATED) LYON STREET, AVILA STREET AND RAMIREZ STREET, VACATED PURSUANT TO ORDINANCE NO. 166,646, RECORDED JUNE 25, 1992 AS INSTRUMENT NO. 92-1163448, AS SAID STREETS ARE SHOWN AND DELINEATED UPON THE MAP OF SAID TRACT NO. 10151.

**AFFECTS:** PARCELS F-2 AND MAP 1F, 2E, 3D OF PARCELS E-1 THROUGH E-29, ONLY.

13. ANY RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN INSPECTION OR SURVEY:

ANY EASEMENTS FOR UTILITIES LOCATED IN THE PORTIONS OF VACATED RAMIREZ, VIGNES AND LYON STREETS, (CONTAINED WITHIN THE PROPERTY DESCRIBED IN SCHEDULE A ABOVE) WHICH HAVE BEEN VACATED PURSUANT TO ORDINANCE NO. 166,646, RECORDED JUNE 25, 1992, AS INSTRUMENT NO. 92-1163448, (STREET VACATIONS), NOT DISCLOSED BY THOSE PUBLIC RECORDS WHICH IMPART CONSTRUCTIVE NOTICE AND WHICH ARE NOT VISIBLE AND APPARENT FROM AN INSPECTION OF THE SURFACE OF SAID LAND.

**AFFECTS:** PARCELS D, F-1, F-2 AND MAP 1B, 1C, 1D, 1E, 1F, 1G, 1H, 1J, 2B, 2C, 2D, 2E, 2F, 2H, 3C, 3D, 3E, 3G OF PARCELS E-1 THROUGH E-29, ONLY.

14. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE FREEWAY, STREET OR HIGHWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN SEVERED FROM SAID LAND BY THE DOCUMENT

**RECORDED:** AUGUST 14, 1964 AS INSTRUMENT NO. 5697  
**AFFECTS:** EASTERLY SIDE OF VIGNES STREET WESTERLY OF FREEWAY RAMP, WITHIN PARCEL F-2 AND MAP 1F, 2E AND 3D OF PARCELS E-1 THROUGH E-29, ONLY.

15. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE FREEWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN SEVERED FROM SAID LAND BY THE DOCUMENT

**RECORDED:** MARCH 29, 1988 AS INSTRUMENT NO. 88-422827  
**AFFECTS:** THE PORTION OF PARCELS F-1, F-2, MAP 1F, 1H, 2E, 2F, 3D AND 3E OF PARCELS E-1 THROUGH E-29, ONLY.

16. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

**GRANTED TO:** ALEXANDER WEILL  
**PURPOSE:** CLEANING AND REPAIRING OF THE FLUME AND ZANJA NOW

**SCHEDULE B  
(continued)**

RECORDED: RUNNING THROUGH SAID PREMISES  
JUNE 8, 1809 IN BOOK 13 PAGE 222 OF DEEDS AND IN BOOK  
17 PAGE 168 OF DEEDS  
AFFECTS: PARCELS D, F-1, F-2, MAP IF, IG, IH, 2E, 2F, 3D, 3E OF  
PARCELS E-1 THROUGH E-29, ONLY.

17. ANY RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN INSPECTION OR SURVEY:

(A) THERE ARE POWER AND TELEPHONE POLES, CROSS ARMS, GUY WIRES, UNDERGROUND CONDUITS AND OVERHEAD WIRES LOCATED ON MACY STREET AND VIGNES STREET EXTENDING ONTO THE NORTHERLY AND EASTERLY PORTION OF PARCEL C OF SAID LAND, AND THE CONCRETE WALKS, AND CURBS LOCATED IN VIGNES STREET AND LYON STREET AND EXTENDING ONTO THE EASTERLY PORTIONS OF PARCEL C OF SAID LAND, AND THE CONCRETE WALLS AND CHAIN LINK FENCES LOCATED IN THE EASTERLY PORTIONS OF PARCEL D OF SAID LAND AND EXTENDING ONTO THE LAND ON THE EAST.

(B) THE CONCRETE WALK WITH CURBS LOCATED IN MACY STREET AND EXTENDING ONTO THE NORTHERLY PORTION OF PARCEL C OF SAID LAND.

(C) THERE IS METRO RAIL CONSTRUCTION, CONSTRUCTION YARDS, STORAGE TANKS, RAILROAD TRACKS, SWITCHES, TRAILERS, YARD LIGHTS, MANHOLES, VAULTS AND CATCH BASINS ALL LOCATED ON PARCELS C AND D.

(D) THERE IS PROPOSED SUBSURFACE RIGHT OF WAY AND OTHER EASEMENTS FOR METRO RAIL, AS CONTAINED IN "UNION STATION METRO RAIL CONSTRUCTION, RIGHT OF ENTRY LICENSE AND PERMANENT EASEMENT AGREEMENT", DATED NOVEMBER 3, 1987, EXECUTED BY AND BETWEEN THE ATCHISON TOPEKA & SANTA FE RAILWAY COMPANY, SOUTHERN PACIFIC TRANSPORTATION COMPANY, THE LOS ANGELES SALT LAKE RAILROAD COMPANY, UNION PACIFIC RAILROAD COMPANY AND THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, AS DISCLOSED TO THE COMPANY IN WRITING. AFFECTING PARCELS D, F-1, F-2 AND E-1 THROUGH E-29, EXCEPTING THEREFROM MAP 1A, 2A, 3A, AND 3B OF E-1 THROUGH E-29 ONLY.

18. THE TERMS, COVENANT AND CONDITIONS OF AN "AMENDMENT TO UNION STATION EASEMENT AGREEMENT" DATED NOVEMBER 30, 1990, AS AMENDED MAY 31, 1992, EXECUTED BY AND BETWEEN CATELLUS DEVELOPMENT CORPORATION AND THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED JUNE 17, 1992 AS INSTRUMENT NO. 92-1102913.

AFFECTS: PARCEL F-1, ONLY.

19. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: CATELLUS DEVELOPMENT CORPORATION  
IN FAVOR OF: CITY OF LOS ANGELES  
RECORDED: JUNE 22, 1992 AS INSTRUMENT NO. 92-1133620

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

## SCHEDULE B

Policy No: 9201512 - 64

### EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1992-93 WHICH ARE A LIEN NOT YET PAYABLE.
2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.
3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

PURPOSE: STREET  
RECORDED: MAY 11, 1897 IN BOOK 1154 PAGE 257 OF DEEDS  
AFFECTS: A PORTION OF PARCELS C, F-1 AND MAP 1J, 2H, 3G OF PARCELS E-1 THROUGH E-29, ONLY.

4. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

GRANTED TO: COUNTY OF LOS ANGELES  
PURPOSE: HIGHWAY PURPOSES  
RECORDED: MAY 13, 1936 IN BOOK 14076 PAGE 324, OFFICIAL RECORDS  
AFFECTS: A PORTION OF PARCELS C, F-1 AND MAP 1J, 2H, 3G OF PARCELS E-1 THROUGH E-29, ONLY.

5. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

PURPOSE: SANITARY SEWERS AND STORM DRAINS  
RECORDED: AS RESERVED IN ORDINANCE 85,350  
AFFECTS: THOSE PORTIONS OF PARCEL A LYING WITHIN VACATED AVILA STREET AND RAMIREZ STREET FROM AVILA STREET TO A POINT APPROXIMATELY 170 FEET SOUTHEASTERLY FROM SAID AVILA STREET, AS SAID STREETS ARE SHOWN AND DELINEATED UPON THE MAP OF SAID TRACT NO. 10151, RECORDED IN BOOK 157 PAGE 45 OF MAPS.

AFFECTS: PARCELS F-1 AND MAP 2H, 3G OF PARCELS E-1 THROUGH E-29, ONLY.

6. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

**SCHEDULE B**  
(continued)

GRANTED TO: THE STATE OF CALIFORNIA  
PURPOSE: ANY AND ALL RIGHTS OF INGRESS AND EGRESS  
RECORDED: MARCH 8, 1963 AS INSTRUMENT NO. 4288  
AFFECTS: THAT PORTION OF VACATED LYON STREET, VIGNES STREET AND  
RAMIREZ STREET WITHIN PARCELS F-1, F-2 AND MAP 1B, 1C,  
1D, 1E OF PARCELS E-1 THROUGH E-29 ONLY.

7. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED  
HEREIN, AND INCIDENTAL PURPOSES, CONDEMNED BY FINAL DECREE (NO  
REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

PURPOSE: RETAINING WALL  
CASE NO: CD 416021  
RECORDED: FEBRUARY 24, 1986 AS INSTRUMENT NO. 86-235900 OFFICIAL  
RECORDS AND MARCH 11, 1987 AS INSTRUMENT NO. 87-366265  
AFFECTS: A PORTION OF PARCEL F-1, ONLY.

8. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHTS OF  
INGRESS AND EGRESS TO OR FROM THE FREEWAY ADJACENT TO SAID LAND. SAID  
RIGHTS HAVE BEEN RELINQUISHED

TO: STATE OF CALIFORNIA  
BY DEED RECORDED: FEBRUARY 24, 1986 AS INSTRUMENT NO. 86-235900  
AFFECTS: A PORTION OF PARCEL F-1, ONLY.

9. THE TERMS AND PROVISIONS OF A DEVELOPMENT AGREEMENT DATED OCTOBER 30, 1991,  
EXECUTED BY AND BETWEEN THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT AND  
CATELLUS DEVELOPMENT CORPORATION, AS DISCLOSED BY AN ESTOPPEL AGREEMENT,  
DATED NOVEMBER 15, 1991, EXECUTED BY THE SOUTHERN CALIFORNIA RAPID TRANSIT  
DISTRICT, CATELLUS DEVELOPMENT CORPORATION AND SECURITY PACIFIC NATIONAL  
BANK, RECORDED DECEMBER 13, 1991 AS INSTRUMENT NO. 91-2057036.
10. THE TERMS AND PROVISIONS OF A DEVELOPMENT AGREEMENT DATED OCTOBER 30, 1991,  
AS AMENDED JUNE 30, 1992, EXECUTED BY AND BETWEEN SOUTHERN CALIFORNIA RAPID  
TRANSIT DISTRICT AND CATELLUS DEVELOPMENT CORPORATION, AS DISCLOSED BY  
MEMORANDUM OF DEVELOPMENT AGREEMENT DATED JUNE 30, 1992, RECORDED JULY 7,  
1992 AS INSTRUMENT NO. 92-1231034.
11. AN EASEMENT FOR ZANJA, AS EXCEPTED IN THE DECREE QUIETING TITLE AGAINST THE  
CITY OF LOS ANGELES, ENTERED OCTOBER 23, 1922 IN LOS ANGELES COUNTY  
SUPERIOR COURT, CASE NO. 106268, A CERTIFIED COPY OF WHICH WAS RECORDED IN  
BOOK 1570 PAGE 163, OFFICIAL RECORDS.
- AFFECTS: PARCELS F-2, AND MAP 1E, 2E AND 3D OF PARCELS E-1 THROUGH E-29,  
ONLY.
12. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS  
SET FORTH IN A DOCUMENT

DESCRIPTION

Revised June 15, 1992

SCRIPD GRANT TO CAPELLUS (CONTINUED)

1 feet and North 05° 09' 09" West 187.29 feet to the beginning of a tangent  
2 curve concave northeasterly and having a radius of 400.00 feet; thence  
3 northwesterly along said last mentioned curve through a central angle of  
4 26° 38' 24", an arc distance of 185.98 feet; thence tangent to said last  
5 mentioned curve, North 12° 29' 15" East 28.23 feet to the westerly line of  
6 the land as described in Parcel 1 in said hereinabove first mentioned deed  
7 to the City of Los Angeles; thence along the westerly lines of the land as  
8 described in Parcels 1 and 2 in said hereinabove first mentioned deed to  
9 the City of Los Angeles and its prolongation thereof as follows:  
10 southerly along a non-tangent curve concave westerly and having a radius  
11 of 1000.00 feet through a central angle of 11° 18' 42", an arc distance of  
12 197.62 feet and South 40° 54' 31" West 370.27 feet to the point of  
13 beginning.

14 EXCEPTING THEREFROM the interest of the State of California that would  
15 pass with legal conveyance of the land as described in Parcel 2 (Amended)  
16 in the Final Order of Condemnation entered in Los Angeles County Superior  
17 Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in  
18 Book 51718, Page 358 of Official Records of said County

19 ALSO EXCEPT THEREFROM any portion of said land within the following  
20 described parcel of land known as Parcel D.

21 PARCEL D

22 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
23 Dec'd. in City of Los Angeles, in the County of Los Angeles, State of  
24 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
25 in the office of the County Recorder of said County; those portions of Lots 4  
26 and 5 of Tract No. 10151, in said City, County and State, as per map recorded  
27 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;  
28 those portions of Block "D" of the Subdivision of the Aliso Tract, in said  
29 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said  
30 Miscellaneous Records; those portions of the Subdivision of the Ballesteros  
31 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,  
32 Pages 505 and 506 of said Miscellaneous Records; and those portions of City  
33 Lands, in said City, County and State, as per map recorded in Book 2, Pages  
34 504 and 505 of said Miscellaneous Records, described as a whole as follows:

35 Commencing at the intersection of the easterly prolongation of the southerly  
36 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
37 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
38 prolongation South 71° 09' 27" East 39.24 feet to the northerly terminus of  
39 that certain course having a bearing and distance of "South 18° 56' 50" West  
40 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
41 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of  
42 Official Records, in said office of the County Recorder; thence along a  
43 westerly and southerly lines of said Parcel 3 South 18° 50' 33" West 3.00 feet  
44 and South 71° 09' 27" East 10.86 feet; thence along a line parallel with the  
45 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
46 No. 10151, South 10° 01' 01" West 240.67 feet; thence South 79° 58' 59" East  
47 45.00 feet; thence South 10° 01' 01" West 45.00 feet to the TRUE POINT OF  
48 BEGINNING; thence continuing South 10° 01' 01" West 92.50 feet; thence North  
49 79° 58' 59" West 19.25 feet to the beginning of a tangent curve concave  
50 southeasterly and having a radius of 80.00 feet; thence southwesterly along  
51 said curve through a central angle of 47° 25' 50" an arc distance of 66.23  
52 feet to a line parallel with and distant 58.92 feet westerly, measured at  
53 right angles, from the southerly prolongation of that certain course  
54 described above as having a bearing and distance of "South 10° 01' 01"  
55 West 92.50 feet"; thence along said parallel line South 10° 01' 01" West  
56 108.24 feet to the beginning of a non-tangent curve concave northeasterly  
57 and having a radius of 80.00 feet, said curve being tangent at its  
58 easterly terminus to a line parallel with and distant 160.00 feet  
59 southerly, measured along said last mentioned southerly prolongation, from

DESCRIPTION

Revised June 15, 1992

SCRID GRANT TO CAPELLUS (CONTINUED)

1 that certain course described above as having a bearing and distance of  
2 "North 79° 58' 59" West 19.25 feet". said easterly terminus being distant  
3 19.25 feet westerly along said parallel line from the intersection of said  
4 parallel line with said southerly prolongation: thence southeasterly  
5 along said last mentioned curve through a central angle of 47° 25' 50" an  
6 arc distance of 66.23 feet to said easterly terminus: thence tangent to  
7 said curve along said last mentioned parallel line South 79° 58' 59" East  
8 19.25 feet to said southerly prolongation: thence continuing along said  
9 southerly prolongation South 10° 01' 01" West 364.33 feet: thence South  
10 79° 58' 59" East 150.00 feet: thence North 10° 01' 01" East 616.83 feet  
11 to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING:  
12 thence along said last mentioned line North 79° 58' 59" West 150.00 feet  
13 to the TRUE POINT OF BEGINNING.

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8 Containing 1.578 acres total

PARCEL F-2:

DESCRIPTION

THE FOLLOWING NON-EXCLUSIVE SURFACE AND SUBTERRANEAN EASEMENTS OVER THE REAL PROPERTY DESCRIBED ON THE EXHIBIT ATTACHED HERETO ("THE CONVEYED PROPERTY") RESERVED IN THAT CERTAIN CORPORATION GRANT DEED BY THE INSURED, AS GRANTOR (HEREINAFTER "GRANTOR"), TO CATELLUS DEVELOPMENT CORPORATION, AS GRANTEE, (HEREINAFTER "GRANTEE"), DATED JUNE 30, 1992 AND RECORDED JULY 7, 1992 AS INSTRUMENT NO. 92-1231028 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA:

(A) AN EASEMENT FOR VEHICULAR INGRESS, EGRESS AND PASSAGE FROM PARCELS C AND D OVER THE ROADWAYS, DRIVEWAYS, ENTRANCES, EXITS, RAMPS, AND SUCH OTHER FACILITIES AS ARE DESIGNED FOR SUCH USE CONSTRUCTED OR TO BE CONSTRUCTED ON THE CONVEYED PROPERTY INCLUDING, WITHOUT LIMITATION, THE RIGHT FOR PASSAGE OF GRANTOR'S PUBLIC TRANSPORTATION VEHICLES ON A REGULARLY SCHEDULED BASIS;

(B) AN EASEMENT FOR PEDESTRIAN INGRESS, EGRESS, PASSAGE AND ACCOMODATIONS FROM PARCELS C AND D OVER THE SIDEWALKS, PLAZA AREAS, MALLS, BRIDGES, WALKWAYS, STAIRWAYS, ELEVATORS, ESCALATORS, AND SUCH OTHER FACILITIES AS ARE DESIGNED FOR SUCH USE, CONSTRUCTED OR TO BE CONSTRUCTED ON THE CONVEYED PROPERTY;

(C) AN EASEMENT FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REMOVAL AND REPLACEMENT OF UTILITY AND SERVICE LINES AND SYSTEMS, INCLUDING, WITHOUT LIMITATION, AIR CONDITIONING AND HEATING DUCTS AND EQUIPMENT, SEWERS, WATER PIPES AND OTHER PLUMBING SYSTEMS, GAS PIPES AND SYSTEMS, DRAINAGE LINES AND SYSTEMS, ELECTRICAL POWER CONDUITS, LINES, CABLES AND WIRES, CABLE TELEVISION LINES, MICROWAVE COMMUNICATION SYSTEMS, TELEPHONE CONDUITS, LINES AND WIRES, SECURITY LINES AND SYSTEMS AND TELECONFERENCING SYSTEMS; AND

(D) AN EASEMENT FOR INSTALLING AND MAINTAINING VERTICAL AND HORIZONTAL SUPPORT TO ALL STRUCTURAL MEMBERS, BEARING WALLS, FOOTINGS, FOUNDATIONS, COLUMNS AND BEAMS WHICH ARE A PART OF IMPROVEMENTS CONSTRUCTED ON PARCELS C AND D AT ALL TIMES.

ALL OF SAID SURFACE AND SUBTERRANEAN EASEMENTS BEING OVER THE FOLLOWING DESCRIBED REAL PROPERTY:

SEE EXHIBIT ATTACHED

GRANTEE SHALL HAVE THE RIGHT TO CREATE, RELOCATE, ALTER OR ELIMINATE ANY SUCH DRIVEWAYS, ROADWAYS, RAMPS, SIDEWALKS OR OTHER FACILITIES CONSTRUCTED OR TO BE CONSTRUCTED ON THE CONVEYED PROPERTY AND INCLUDED IN THE AFORESAID EASEMENTS, PROVIDED THAT REASONABLY COMPARABLE VEHICULAR AND PEDESTRIAN ACCESS TO PARCELS C AND D IS MAINTAINED.

DESCRIPTION

Revised June 15, 1992  
CONVEYED  
PROPERTY: (SCRIP GRANT TO CATELLUS)

1 Those portions of Lots 4 and 5 of Tract No. 10181, in the City of Los  
2 Angeles, County of Los Angeles, State of California, as per map recorded  
3 in Book 157 Pages 45 to 47 inclusive of Maps, in the office of the County  
4 Recorder of said County, together with that portion of Ramirez Street  
5 (formerly known as Ramirez Street Extension, 60.00 feet wide) as shown and  
6 dedicated on map of Subdivision of a Part of the Estate of Ynuario Avila,  
7 Deceased, in said City, County and State, as per map recorded in Book 34  
8 Page 90 of Miscellaneous Records, in said Recorder's Office, together with  
9 those portions of the Subdivision of the Aliso Tract, in said City, County  
and State, as per map recorded in Book 4 Pages 12 and 13 of Miscellaneous  
Records, in said Recorder's Office; together with those portions of the  
Subdivision of the Ballesteros Vineyard Tract, in said City, County and  
State, as per map recorded in Book 1 Pages 505 and 506 of Miscellaneous  
Records, in said Recorder's Office; and together with those portions of  
City Lands, in said City, County and State, as per map recorded in Book 2  
Pages 504 and 505 of Miscellaneous Records, in said Recorder's office,  
described as a whole as follows:

10 Beginning at the most westerly corner of the land as described in Parcel 2  
11 in the deed to the City of Los Angeles, recorded December 28, 1945 as  
12 Instrument No. 1224 in Book 22651 Page 63, Official Records of said  
13 County, said most westerly corner also being a point in the southeasterly  
14 line of Lot 4 of said Tract No. 10151, as per map recorded in Book 157  
15 Pages 45 to 47 inclusive of Maps, in said Recorder's office; thence along  
16 said southeasterly line, North 66° 36' 14" East 57.58 feet to the westerly  
17 prolongation of the southerly line of the land as described in the deed to  
18 the City of Los Angeles, recorded June 27, 1899 as Instrument No. 31 in  
19 Book 1253 Page 114 of Deeds, in said Recorder's Office; thence along said  
20 prolongation, South 86° 48' 15" East 130.14 feet to the southeast corner  
21 of said last mentioned deed to the City of Los Angeles; thence along the  
22 prolongation of the southeasterly line of said last mentioned deed to the  
23 City of Los Angeles, South 52° 22' 37" West 7.09 feet to the northeasterly  
24 prolongation of the southeasterly line of the land as described in the  
25 deed to the City of Los Angeles, recorded June 27, 1899 as Instrument No.  
26 28 in Book 1298 Page 307 of Deeds in said Recorder's Office; thence along  
27 said last mentioned southeasterly line and its prolongations thereof,  
28 South 66° 36' 14" West 111.68 feet, to the beginning of a tangent curve  
29 concave southeasterly and having a radius of 50.00 feet in the  
30 southeasterly line of the land as described in the Final Order of  
31 Condemnation entered in Los Angeles County Superior Court Case No. 424466,  
32 a certified copy of which was recorded July 27, 1938 as Instrument No. 1058  
in Book 15871 Page 393 of Official Records of said County; thence  
southwesterly along said curve through central angle of 57° 46' 47", an  
arc distance of 50.42 feet to the point of tangency of the easterly line  
of the land as described in the deed to the City of Los Angeles, recorded  
April 12, 1937 as Instrument No. 1137 in Book 14861 Page 261 of Official  
Records of said County; thence along said easterly line South 08° 49' 27"  
West 53.83 feet to the northwest corner of the land as described in Parcel  
No. 71779-1 in the Final Order of Condemnation entered in Los Angeles  
County, Superior Court Case No. C447627, a certified copy of which was  
recorded March 29, 1988 as Document No. 88-422827 of Official Records of  
said County, said northwest corner also being a point in a non-tangent  
curve concave southerly and having a radius of 4340.00 feet in the  
northerly line of the land as described in Parcel No. 71779-1 in said last  
mentioned Final Order of Condemnation, a radial line that bears North 04°  
42' 15" West to said last mentioned point; thence easterly along said  
curve and its continuations thereof, to and along the northerly line of  
the land as described in Parcel No. 71780 (Amended) in said last mentioned  
Final Order of Condemnation, through a central angle of 04° 13' 44", an  
arc distance of 320.33 feet to the easterly line of the land as described  
in Parcel 1 in the deed to Maier Brewing Co., recorded August 14, 1964 as  
Instrument No. 5697 in Book D-2591 Page 55 of Official Records of said  
County; thence along the easterly line of said deed to Maier Brewing Co.  
and its prolongation thereof, as follows: North 04° 59' 28" West 209.00



## DESCRIPTION

June 29, 1992

## CATELLUS' (GRANTOR) RETAINED PROPERTY (CONTINUED)

1 thence South  $79^{\circ}58'59''$  East 150.00 feet; thence North  $10^{\circ}01'01''$  East  
 2 13.75 feet; thence South  $79^{\circ}58'59''$  East 109.89 feet to a point in the  
 3 westerly line of the land as described in Parcel 1 of the deed to the City  
 4 of Los Angeles recorded December 28, 1945, in Book 22651, Page 63 of  
 5 Official Records, in said office of the County Recorder being a curve  
 6 concave westerly and having a radius of 1000.00 feet, a radial of said  
 7 curve to said point having a bearing of South  $65^{\circ}11'07''$  East; thence  
 8 northerly along said curve, through a central angle of  $05^{\circ}58'02''$  an arc  
 9 distance of 104.15 feet to the northerly terminus of said curve at the  
 10 most southerly corner of the land as described in the deed to the City of  
 11 Los Angeles recorded August 28, 1936, in Book 14393, Page 61 of said  
 12 Official Records; thence along the north-westerly lines of said last  
 13 mentioned deed North  $18^{\circ}50'51''$  East 120.96 feet and North  $26^{\circ}09'18''$   
 14 West 14.14 feet to a point in the westerly prolongation of the northerly  
 15 line of Lot "B" of said Tract No. 10151 distant 23.18 feet westerly along  
 16 said prolongation, from the north-westerly corner of said Lot "B"; thence  
 17 along said prolongation North  $71^{\circ}09'27''$  West 121.02 feet to the  
 18 southeasterly line of Lot 1 of said Subdivision of a Part of the Estate of  
 19 Ynuario Avila Dec'd; thence along said southeasterly line North  $27^{\circ}03'$   
 20  $23''$  East 20.44 feet to the northeasterly corner of said Lot 1; thence  
 21 along the northerly line of Lots 1 to 5 of said Subdivision of a Part of  
 22 the Estate of Ynuario Avila Dec'd North  $71^{\circ}09'27''$  West 225.50 feet to an  
 23 intersection with the northerly prolongation of that certain course  
 24 described above as having a bearing and distance of "South  $10^{\circ}01'01''$   
 25 West 240.67 feet"; thence along said prolongation South  $10^{\circ}01'01''$  West  
 26 33.63 feet to the TRUE POINT OF BEGINNING.

## PARCEL D

15 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
 16 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of  
 17 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
 18 in the office of the County Recorder of said County; those portions of Lots 4  
 19 and 5 of Tract No. 10151, in said City, County and State, as per map recorded  
 20 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;  
 21 those portions of Block "D" of the Subdivision of the Aliso Tract, in said  
 22 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said  
 23 Miscellaneous Records; those portions of the Subdivision of the Ballesteros  
 24 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,  
 25 Pages 505 and 506 of said Miscellaneous Records; and those portions of City  
 26 Lands, in said City, County and State, as per map recorded in Book 2, Pages  
 27 504 and 505 of said Miscellaneous Records, described as a whole as follows:

28 Commencing at the intersection of the easterly prolongation of the southerly  
 29 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
 30 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
 31 prolongation South  $71^{\circ}09'27''$  East 39.24 feet to the northerly terminus of  
 32 that certain course having a bearing and distance of "South  $18^{\circ}56'50''$  West  
 3.00 feet" in the land as described in Parcel 3 of 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  $18^{\circ}50'33''$  West 3.00 feet  
 and South  $71^{\circ}09'27''$  East 10.86 feet; thence along a line parallel with the  
 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
 No. 10151, South  $10^{\circ}01'01''$  West 240.67 feet; thence South  $79^{\circ}58'59''$  East  
 45.00 feet; thence South  $10^{\circ}01'01''$  West 45.00 feet to the TRUE POINT OF  
 BEGINNING; thence continuing South  $10^{\circ}01'01''$  West 92.50 feet; thence North  
 $79^{\circ}58'59''$  West 19.25 feet to the beginning of a tangent curve concave  
 southeasterly and having a radius of 80.00 feet; thence south-westerly along  
 said curve through a central angle of  $47^{\circ}25'50''$  an arc distance of 66.23  
 feet to a line parallel with and distant 58.92 feet westerly, measured at  
 right angles, from the southerly prolongation of that certain course

DESCRIPTION

June 29, 1992

CATELLUS' (GRANTOR) RETAINED PROPERTY (CONTINUED)

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described above as having a bearing and distance of "South 10° 01' 01" West 92.50 feet": thence along said parallel line South 10° 01' 01" West 108.24 feet to the beginning of a non-tangent curve concave northeasterly and having a radius of 80.00 feet. said curve being tangent at its easterly terminus to a line parallel with and distant 160.00 feet southerly. measured along said last mentioned southerly prolongation. from that certain course described above as having a bearing and distance of "North 79° 58' 59" West 19.25 feet". said easterly terminus being distant 19.25 feet westerly along said parallel line from the intersection of said parallel line with said southerly prolongation: thence southeasterly along said last mentioned curve through a central angle of 47° 25' 50" an arc distance of 66.23 feet to said easterly terminus: thence tangent to said curve along said last mentioned parallel line South 79° 58' 59" East 19.25 feet to said southerly prolongation: thence continuing along said southerly prolongation South 10° 01' 01" West 364.33 feet: thence South 79° 58' 59" East 150.00 feet: thence North 10° 01' 01" East 616.83 feet to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING: thence along said last mentioned line North 79° 58' 59" West 150.00 feet to the TRUE POINT OF BEGINNING.

DESCRIPTION

June 29, 1992

1 CATELLUS' (GRANTOR) RETAINED PROPERTY (CONTINUED)

2 Parcel 1 in the deed to the City of Los Angeles recorded December 28,  
3 1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records  
4 of said County; thence northeasterly and northerly along said  
5 northwesterly line to the most southerly corner of said hereinabove first  
6 mentioned deed to the City of Los Angeles; thence northerly and  
7 northwesterly along the northwesterly lines of said hereinabove first  
8 mentioned deed to the City of Los Angeles to the point of beginning.

9 PARCEL 3:

10 Those portions of the Subdivision of the Aliso Tract, in the City of Los  
11 Angeles, County of Los Angeles, State of California, as per map recorded  
12 in Book 4 Pages 12 and 13 of Maps, in the office of the County Recorder of  
13 said County, together with those portions of the City Lands, in said City,  
14 County and State, as map recorded in Book 2 Pages 504 and 505 of  
15 Miscellaneous Records, in said Recorder's Office, described as a whole as  
16 follows:

17 Beginning at the intersection of the westerly continuation of the  
18 northerly line of the land as described in Parcel No. 71779-1, in the  
19 Final Order of Condemnation entered in Los Angeles County Superior Court  
20 Case No. C447627, a certified copy of which was recorded March 29, 1988 as  
21 Document No. 88-422827 of Official Records of said County, with the  
22 westerly line of the land as described in the deed to the City of Los  
23 Angeles recorded April 12, 1937 as Instrument No. 1137 in Book 14861 Page  
24 261 of Official Records of said County; thence along said westerly line  
25 and its prolongation thereof, North 08° 49' 27" East 79.12 feet to the  
26 easterly line of the land as described in Parcel "A", in the City of Los  
27 Angeles, Ordinance No. 87046 on file in the Clerk's Office of said City;  
28 thence along said easterly line North 14° 46' 41" East 43.20 feet to the  
29 most westerly corner of the land as described in Parcel 2, in the deed to  
30 the City of Los Angeles recorded December 28, 1945 as Instrument No. 1224  
31 in Book 22651 Page 63 of Official Records of said County, said most  
32 westerly corner also being a point in the southeasterly line of Lot 4 of  
Tract No. 10151, as per map recorded in Book 157 Pages 45 to 47 inclusive  
of Maps, in said Recorder's Office; thence along said southeasterly line  
North 66° 36' 14" East 57.58 feet to the westerly prolongation of the  
southerly line of the land as described in the deed to the City of Los  
Angeles, recorded June 27, 1899 as Instrument No. 31 in Book 1253 Page 114  
of Deeds, in said Recorder's Office; thence along said prolongation, South  
86° 48' 15" East 130.14 feet to the southeast corner of said last  
mentioned deed to the City of Los Angeles; thence along the prolongation  
of the southeasterly line of said last mentioned deed to the City of Los  
Angeles, South 52° 22' 37" West 7.09 feet to the northeasterly  
prolongation of the southeasterly line of the land as described in the  
deed to the City of Los Angeles, recorded June 27, 1899 as Instrument No.  
28 in Book 1298 Page 307 of Deeds, in said Recorder's Office; thence along  
said last mentioned southeasterly line and its prolongation thereof,  
South 66° 36' 14" West 111.68 feet to the beginning of a tangent curve  
concave southeasterly and having a radius of 50.00 feet in the  
southeasterly line of the land as described in the Final Order of  
Condemnation entered in Los Angeles County Superior Court Case No. 424466,  
a certified copy of which was recorded July 27, 1938, as Instrument No.  
1058 in Book 15871 Page 393 of Official Records of said County; thence  
southwesterly along said curve through a central angle of 57° 46' 47", an  
arc distance of 50.42 feet to the point of tangency of the easterly line  
of said hereinabove first mentioned deed to the City of Los Angeles;  
thence along said easterly line South 08° 49' 27" West 53.83 feet to the  
northwest corner of the land as described in Parcel No. 71779-1 in said  
hereinabove first mentioned Final Order of Condemnation, said northwest  
corner also being a point in a non-tangent curve concave southerly and  
having a radius of 4340.00 feet in the northerly line of the land as

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June 29, 1992

1 CATELLUS' (GRANTOR) RETAINED PROPERTY (CONTINUED)

2 described in Parcel No. 71779-1 in said hereinabove first mentioned Final  
3 Order of Condemnation, a radial line that bears North  $04^{\circ} 42' 15''$  West to  
4 said last mentioned point; thence westerly along the continuation of said  
last mentioned curve, through a central angle of  $00^{\circ} 47' 40''$ , an arc  
distance of 60.19 feet to the point of beginning.

5 PARCEL 4.

6 That portion of Lot 5 in Tract No. 10151, in the City of Los Angeles, in  
7 the County of Los Angeles, State of California, as per map recorded in Book  
8 157 Pages 45 to 47 of Maps, in the office of the County Recorder of said  
9 County, described as follows:

10 Commencing at the most southerly corner of said Lot 5; thence along the  
11 southwesterly line of said Lot 5, North  $48^{\circ} 06' 12''$  West 30 feet to the  
12 most southerly corner of Vignes Street, as described in Parcel 1 in the  
13 deed to the City of Los Angeles, recorded December 28, 1945 as Instrument  
14 No. 1224 in Book 22651 Page 63, Official Records of said County; thence  
15 along the easterly line of said Vignes Street, North  $21^{\circ} 29' 13''$  East 56.08  
16 feet to the point of tangency thereof with a curve concave easterly and  
having a radius of 50 feet; said point being the TRUE POINT OF BEGINNING;  
17 thence southerly along said curve, through a central angle of  $69^{\circ} 35' 25''$   
18 an arc distance of 60.73 feet; thence tangent to said curve, South  $46^{\circ} 06' 12''$   
19 East 4.27 feet to the southeasterly line of said Lot; thence  
20 northeasterly along said southeasterly line to the most southerly corner of  
21 the land described in the deed to Gustavo Renaldo and wife, recorded  
22 October 7, 1944 as Instrument No. 10 in Book 21295 Page 399, Official  
23 Records of said County; thence northwesterly along the southwesterly line  
24 of said deed 175.95 feet to the easterly boundary of Vignes Street as  
25 described in said Parcel 1, in deed to the City of Los Angeles; thence  
26 southerly along said easterly boundary to the TRUE POINT OF BEGINNING.

27 EXCEPT FROM the land described in said Parcels 1, 2, 3 and 4 any portions  
28 of said parcels within the total exterior boundaries of the following  
29 described two adjoining parcels of land known as Parcels C and D.

30 PARCEL C

31 Those portions of the Subdivision of a Part of the Estate of Ymario Avila  
32 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of  
California, as per map recorded in Book 34, Page 90 of Miscellaneous  
Records, in the office of the County Recorder of said County; those  
portions of the Peschke Tract, in said City, County and State, as per map  
recorded in Book 31, Page 45 of said Miscellaneous Records; that portion  
of Lot 5 of Tract No. 10151, in said City, County and State, as per map  
recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
Office; and those portions of City Lands, in said City, County and State,  
as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
Records, described as a whole as follows:

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  $71^{\circ} 09' 27''$  East 39.24 feet to the  
northerly terminus of that certain course having a bearing and distance of  
"South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
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  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  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 of said  
Tract No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  
 $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet;

DESCRIPTION

GRANTOR'S RETAINED PROPERTY:

June 29, 1992  
(CATELLUS' (GRANTOR) RETAINED PROPERTY)

PARCEL 1

1 Those portions of Tract No. 10151, in the City of Los Angeles, in the  
2 County of Los Angeles, State of California, as per map recorded in Book  
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County  
4 Recorder of said County, together with those portions of the "Subdivision  
5 of a Part of the Estate of Ynuario Avila Dec'd" in said City, County and  
6 State, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
7 in said Recorder's Office, together with those portions of Peschke Tract  
8 in said City, County and State, as per map recorded in Book 31 Page 45 of  
9 Miscellaneous Records in said Recorder's office, together with those  
10 portions of the "Subdivision of the Aliso Tract", in said City, County and  
11 State, as per map recorded in Book 4, Pages 12 and 13 of Miscellaneous  
12 Records, in said Recorder's Office, and together with those portions of  
13 City Lands of Los Angeles, in said City, County and State, as shown on map  
14 recorded in Book 2, Pages 504 and 505 of Miscellaneous Records, in said  
15 Recorder's Office, described as a whole as follows:

9 Beginning at a point in the southwesterly line of Macy Street (80.00 feet  
10 wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet  
11 from the most northerly corner of Lot "B" of said Tract No. 10151, said  
12 point also being the most northerly corner of the land as described in the  
13 deed to the City of Los Angeles, recorded August 28, 1936, as Instrument  
14 No. 5, in Book 14393, Page 61 of Official Records of said County; thence  
15 northwesterly along said southwesterly line and its northwesterly  
16 prolongation to the easterly line of Lot 1 of said Subdivision of a Part  
17 of the Estate of Ynuario Avila Dec'd; thence northerly along said easterly  
18 line to the northeast corner of said Lot 1; thence westerly along the  
19 northerly lines of Lots 1 to 5 inclusive of said Subdivision of a Part of  
20 the Estate of Ynuario Avila Dec'd and its prolongation thereof to the  
21 northwest corner of said Lot 5; thence southerly along the westerly line  
22 of said Lot 5 to the southeasterly prolongation of the northeasterly line  
23 of Lot "A" of said Tract No. 10151; thence northwesterly along said  
24 prolongation to the centerline of Avila Street (60.00 feet wide) as shown  
25 on said Tract No. 10151; thence southwesterly along said centerline and  
26 its southwesterly prolongation to the easterly prolongation of the most  
27 northerly line of Lot 4 of said Tract No. 10151, shown on the map of said  
28 Tract as having a bearing and distance of "North 70° 32' 30" West 37.76  
29 feet"; thence westerly along said last mentioned prolongation and said  
30 most northerly line to the westerly terminus of said most northerly line;  
31 thence southerly along the westerly lines of said Lot 4 and along the  
32 southerly prolongation of the most southerly west line of said Lot 4 to an  
intersection with that certain curve in the northerly boundary of the land  
described in Parcel 71955-1 (Amended) in the Final Order of Condemnation  
entered in the Los Angeles County Superior Court Case No. C416021, a  
certified copy of which was recorded March 11, 1987, as Instrument No.  
87-366265 of Official Records of said County, having a radius of 4330.00  
and being concave southerly; thence easterly along said curve to the  
westerly line of the land as described in the deed to the City of Los  
Angeles, recorded April 12, 1937, as Instrument No. 1137, in Book 14861,  
Page 261 of Official Records of said County; thence northerly along said  
westerly line and its prolongation thereof to the easterly line of the  
land as described in Parcel "A" in the City of Los Angeles Ordinance No.  
87046 on file in the Clerk's Office of said City; thence northerly along  
said easterly line to the most westerly corner of the land as described in  
Parcel 2 in the deed to the City of Los Angeles, recorded December 28,  
1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records  
of said County; thence northeasterly along the northwesterly line of the  
land as described in Parcel 2 in said last mentioned deed to the City of  
Los Angeles to the most northerly corner thereof; thence northeasterly  
along the continuation of said last mentioned northwesterly line to the  
most westerly corner of the land as described in Parcel 1 in said last  
mentioned deed to the City of Los Angeles; thence northwesterly and  
northerly along the northwesterly line of the land as described in Parcel  
1 in said last mentioned deed to the City of Los Angeles to the most  
southerly corner of said hereinabove first mentioned deed to the City of

DESCRIPTION

June 29, 1992

1 CATELLUS' (GRANTOR) RETAINED PROPERTY (CONTINUED)

2 Los Angeles; thence northerly and northwesterly along the northwesterly  
3 lines of said hereinabove first mentioned deed to the City of Los Angeles,  
4 to the point of beginning.

5 EXCEPT THEREFROM that portion of said land within the following described  
6 property:

7 Beginning at a point in the southwesterly line of Macy Street (80.00 feet  
8 wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet  
9 from the most northerly corner of Lot "B" of said Tract No. 10151, said  
10 point also being the most northerly corner of the land as described in the  
11 deed to the City of Los Angeles, recorded August 28, 1936, as Instrument  
12 No. 5, in Book 14393, Page 61 of official Records of said County; thence  
13 northwesterly along said southwesterly line to the northwesterly line of  
14 Lot 4 of said Subdivision of a Part of the Estate of Ynuario Avila Dec'd;  
15 thence southwesterly along said northwesterly line to a line that is  
16 parallel with and distant 1239.00 feet easterly, measured at right angles,  
17 from the centerline of Alameda Street (96.00 feet wide) as shown on said  
18 Tract No. 10151; thence southerly along said parallel line to the  
19 southwesterly line of Lot 8 of said Subdivision of a Part of the Estate of  
20 Ynuario Avila Dec'd; thence southeasterly along the southwesterly line of  
21 Lots 8, 9, 10, 11 and 12 of said Subdivision of a Part of the Estate of  
22 Ynuario Avila Dec'd to and along the southwesterly line of Lot 5 of said  
23 Tract No. 10151 to the northwesterly line of the land as described in  
24 Parcel 1 in the deed to the City of Los Angeles, recorded December 28,  
25 1945, as Instrument No. 1224, in Book 22651, Page 63 of official Records  
26 of said County; thence northeasterly and northerly along said  
27 northwesterly line to the most southerly corner of said hereinabove first  
28 mentioned deed to the City of Los Angeles; thence northerly and  
29 northwesterly along the northwesterly lines of said hereinabove first  
30 mentioned deed to the City of Los Angeles to the point of beginning.

31 PARCEL 2

32 Those portions of Tract No. 10151, in the City of Los Angeles, in the  
County of Los Angeles, State of California, as per map recorded in Book  
157, Pages 45 to 47 inclusive of Maps, in the office of the County  
Recorder of said County, together with those portions of the "Subdivision  
of a Part of the Estate of Ynuario Avila Dec'd" in said City, County and  
State, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
in said Recorder's office and together with those portions of the Peschke  
Tract in said City, County and State, as per map recorded in Book 31,  
Page 45 of Miscellaneous Records, in said Recorder's office, described as  
a whole as follows:

Beginning at a point in the southwesterly line of Macy Street (80.00 feet  
wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet  
from the most northerly corner of Lot "B" of said Tract No. 10151, said  
point also being the most northerly corner of the land as described in the  
deed to the City of Los Angeles, recorded August 28, 1936, as Instrument  
No. 5, in Book 14393, Page 61 of official Records of said County; thence  
northwesterly along said southwesterly line to the northwesterly line of  
Lot 4 of said Subdivision of a Part of the Estate of Ynuario Avila Dec'd;  
thence southwesterly along said northwesterly line to a line that is  
parallel with and distant 1239.00 feet easterly, measured at right angles,  
from the centerline of Alameda Street (96.00 feet wide) as shown on said  
Tract No. 10151; thence southerly along said parallel line to the  
southwesterly line of Lot 8 of said Subdivision of a Part of the Estate of  
Ynuario Avila Dec'd; thence southeasterly along the southwesterly line of  
Lots 8, 9, 10, 11 and 12 of said Subdivision of a Part of the Estate of  
Ynuario Avila Dec'd to and along the southwesterly line of Lot 5 of said  
Tract No. 10151 to the northwesterly line of the land as described in

DESCRIPTION

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1 R-01-P2-C. B  
R-01-P3-C. B FOR PARKING & ACCESS (CONTINUED)  
2 R-01-P4-C. B  
TRUE POINT OF BEGINNING: thence South 71° 09' 27" East 33.56 feet to said  
3 TRUE POINT OF BEGINNING.  
4

5 The above described land being airspace parcels the lower and upper limits of  
6 which are planes having elevations of:

7	<u>PARCEL</u>	<u>UPPER</u> <u>ELEVATION</u>	<u>LOWER</u> <u>ELEVATION</u> (to exterior limits of each horizontal parcel)
8	R-01-P2-C. B	278.7'	268.3'
9	R-01-P3-C. B	268.3'	259.2'
10	R-01-P4-C. B	259.2'	250.0'

11 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
12 278.352 feet. 1980 Adjustment. based on National Geodetic Datum of 1929.  
13

14 Containing 19.051 square feet.  
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DESCRIPTION

PARCEL F-1:

THE FOLLOWING NON-EXCLUSIVE SURFACE AND SUBTERRANEAN EASEMENTS OVER THE REAL PROPERTY DESCRIBED ON THE EXHIBIT ATTACHED HERETO ("GRANTOR'S RETAINED PROPERTY") GRANTED TO THE INSURED AS GRANTEE (HEREINAFTER "GRANTEE"), UNDER THAT CERTAIN CORPORATION GRANT DEED BY THE CATELLUS DEVELOPMENT CORPORATION AS GRANTOR (HEREINAFTER "GRANTOR"), DATED AS OF JUNE 30, 1992, AND RECORDED JULY 7, 1992 AS INSTRUMENT NO. 92-1231029 IN THE OFFICIAL RECORDS LOS ANGELES COUNTY, CALIFORNIA:

(A) AN EASEMENT FOR VEHICULAR INGRESS, EGRESS AND PASSAGE FROM PARCELS C AND D OVER THE ROADWAYS, DRIVEWAYS, ENTRANCES, EXITS, RAMPS, AND SUCH OTHER FACILITIES AS ARE DESIGNED FOR SUCH USE CONSTRUCTED OR TO BE CONSTRUCTED ON GRANTOR'S RETAINED PROPERTY, INCLUDING, WITHOUT LIMITATION, THE RIGHT FOR PASSAGE OF GRANTEE'S PUBLIC TRANSPORTATION VEHICLES ON A REGULARLY SCHEDULED BASIS;

(B) AN EASEMENT FOR PEDESTRIAN, INGRESS, EGRESS PASSAGE AND ACCOMMODATIONS FROM PARCELS C AND D OVER THE SIDEWALKS, PLAZA AREAS, MALLS, BRIDGES, WALKWAYS, STAIRWAYS, ELEVATORS, ESCALATORS, AND SUCH OTHER FACILITIES AS ARE DESIGNED FOR SUCH USE, CONSTRUCTED OR TO BE CONSTRUCTED ON GRANTOR'S RETAINED PROPERTY;

(C) AN EASEMENT FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REMOVAL AND REPLACEMENT OF UTILITY AND SERVICE LINES AND SYSTEMS, INCLUDING WITHOUT LIMITATION, AIR CONDITIONING AND HEATING DUCTS AND EQUIPMENT, SEWERS, WATER PIPES AND OTHER PLUMBING SYSTEMS, GAS PIPES AND SYSTEMS, DRAINAGE LINES AND SYSTEMS, ELECTRICAL POWER CONDUITS, LINES, CABLES AND WIRES, CABLE TELEVISION LINES, MICROWAVE COMMUNICATION SYSTEMS, TELEPHONE CONDUITS, LINES AND WIRES, SECURITY LINES AND SYSTEMS AND TELECONFERENCING SYSTEMS; AND

(D) AN EASEMENT FOR INSTALLING AND MAINTAINING VERTICAL AND HORIZONTAL SUPPORT TO ALL STRUCTURAL MEMBERS, BEARING WALLS, FOOTINGS, FOUNDATIONS, COLUMNS AND BEAMS WHICH ARE A PART OF IMPROVEMENTS CONSTRUCTED ON PARCEL C AND D.

ALL OF SAID SURFACE AND SUBTERRANEAN EASEMENTS BEING OVER THE FOLLOWING DESCRIBED REAL PROPERTY:

SEE EXHIBIT ATTACHED

PROVIDED, SAID GRANTOR SHALL HAVE THE RIGHT TO CREATE, RELOCATE, ALTER OR ELIMINATE ANY SUCH DRIVEWAYS, ROADWAYS, RAMPS, SIDEWALKS OR OTHER FACILITIES CONSTRUCTED OR TO BE CONSTRUCTED ON GRANTOR'S RETAINED PROPERTY AND INCLUDED IN THE AFORESAID EASEMENTS, PROVIDED THAT REASONABLY COMPARABLE VEHICULAR AND PEDESTRIAN ACCESS TO PARCELS C AND D IS MAINTAINED.



DESCRIPTION

Revised June 15, 1992

1 R-02-P2-C. B  
2 R-02-P3-C. B FOR PARKING & ACCESS (CONTINUED)  
3 R-02-P4-C. B  
4 line from the intersection of said parallel line with said southerly  
5 prolongation: thence southeasterly along said last mentioned curve, through  
6 a central angle of 47° 25' 50" an arc distance of 66.23 feet to said  
7 easterly terminus and the TRUE POINT OF BEGINNING: thence tangent to said  
8 curve along said last mentioned parallel line South 79° 58' 59" East 19.25  
9 feet to said southerly prolongation: thence continuing along said southerly  
10 prolongation South 10° 01' 01" West 126.13 feet: thence North 40° 56' 04"  
11 West 24.79 feet to a line bearing South 10° 01' 01" West from the TRUE  
12 POINT OF BEGINNING: thence along said last mentioned line North 10° 01' 01"  
13 East 39.76 feet: thence North 79° 58' 59" West 11.04 feet: thence North 10°  
14 01' 01" East 44.25 feet: thence South 79° 58' 59" East 11.04 feet: thence  
15 North 10° 01' 01" East 26.50 feet to said TRUE POINT OF BEGINNING.

16 The above described land being airspace parcels the lower and upper limits of  
17 which are planes having elevations of:

18	<u>PARCEL</u>	<u>UPPER ELEVATION</u>	<u>LOWER ELEVATION</u>
19	R-02-P2-C. B	278.7'	268.3'
20	R-02-P3-C. B	268.3'	259.2'
21	R-02-P4-C. B	259.2'	250.0'

22 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
23 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

24 Containing 2.766 square feet (to exterior limits of each horizontal  
25 parcel).

DESCRIPTION

Map 3 (G)

Revised June 15, 1992  
EASEMENT ( R-01-P2-C, B  
PARCEL E-29: ( R-01-P3-C, B FOR PARKING & ACCESS )  
R-01-P4-C, B )

1 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
2 Dec'd. in the City of Los Angeles. in the County of Los Angeles. State of  
3 California. as per map recorded in Book 34. Page 90 of Miscellaneous  
4 Records. in the office of the County Recorder of said County; that portion  
5 of Lot 4 of Tract No. 10151. in said City. County and State. as per map  
6 recorded in Book 157. Pages 45 to 47 inclusive of Maps. in said Recorder's  
7 Office; and those portions of City Lands. in said City. County and State.  
8 as per map recorded in Book 2. Pages 504 and 505 of said Miscellaneous  
9 Records. described as a whole as follows:  
10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles. recorded May 13. 1936. in  
18 Book 14076. Page 324 of Official Records. in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
21 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
22 centerline of Alameda Street. 96 feet wide. as shown on the map of said  
23 Tract No. 10151. South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58'$   
24  $59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 137.50 feet; thence  
25 North  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve  
26 concave southeasterly and having a radius of 80.00 feet; thence  
27 southwesterly along said curve through a central angle of  $47^{\circ} 25' 50''$  an  
28 arc distance of 66.23 feet to a line parallel with and distant 58.92 feet  
29 westerly. measured at right angles. from the southerly prolongation of that  
30 certain course described above as having a bearing and distance of "South  
31  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said parallel line North  $10^{\circ}$   
32  $01' 01''$  East 409.20 feet to a line bearing North  $71^{\circ} 09' 27''$  West from the

DESCRIPTION

Revised June 15, 1992

1 R-03-P2-C. B. F  
2 R-03-P3-C. B. F FOR PARKING & ACCESS (CONTINUED)  
3 R-03-P4-C. B. F  
4 said curve being tangent at its easterly terminus to a line parallel with  
5 and distant 160.00 feet southerly. measured along said last mentioned  
6 southerly prolongation. from that certain course described above as having  
7 a bearing and distance of "North 79° 58' 59" West 19.25 feet". said  
8 easterly terminus being distant 19.25 feet westerly along said parallel  
9 line from the intersection of said parallel line with said southerly  
10 prolongation: thence southeasterly along said last mentioned curve. through  
11 a central angle of 47° 25' 50" an arc distance of 66.23 feet to said  
12 easterly terminus: thence tangent to said curve along said last mentioned  
13 parallel line South 79° 58' 59" East 19.25 feet to said southerly  
14 prolongation: thence continuing along said southerly prolongation South 10°  
15 01' 01" West 364.33 feet to the TRUE POINT OF BEGINNING: thence continuing  
16 South 10° 01' 01" West 59.25 feet: thence North 79° 58' 59" West 64.58  
17 feet: thence North 10° 01' 01" East 161.83 feet: thence South 79° 58' 59"  
18 East 27.17 feet: thence North 10° 01' 01" East 24.67 feet: thence South 79°  
19 58' 59" East 23.65 feet: thence South 39° 03' 42" East 18.22 feet to said  
20 southerly prolongation: thence along said southerly prolongation South 10° 01'  
21 01" West 115.32 feet to the TRUE POINT OF BEGINNING.

22 The above described land being airspace parcels the lower and upper  
23 limits of which are planes having elevations of:

24	<u>PARCEL</u>	<u>UPPER</u> <u>ELEVATION</u>	<u>LOWER</u> <u>ELEVATION</u>
25	R-03-P2-C. B. F	278.7'	268.3'
26	R-03-P3-C. B. F	268.3'	259.2'
27	R-03-P4-C. B. F	259.2'	250.0'

28 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
29 278.352 feet. 1980 Adjustment. based on National Geodetic Datum of 1929.

30 Containing 11.293 square feet (to exterior limits of each horizontal parcel).

DESCRIPTION

Map 3 (F)

EASEMENT  
PARCEL E-28: ( Revised June 15, 1992  
R-02-P2-C, B  
R-02-P3-C, B FOR PARKING & ACCESS  
R-02-P4-C, B )

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

5  
6 Commencing at the intersection of the easterly prolongation of the  
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
8 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
9 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
10 northerly terminus of that certain course having a bearing and distance of  
11 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
12 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
13 Book 14076, Page 324 of Official Records, in said office of the County  
14 Recorder; thence along a westerly and southerly lines of said Parcel 3  
15 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
16 thence along a line parallel with the centerline of Alameda Street, 96 feet  
17 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
18 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
19  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
20 beginning of a tangent curve concave southeasterly and having a radius of  
21 80.00 feet; thence southwesterly along said curve through a central angle  
22 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
23 distant 58.92 feet westerly, measured at right angles, from the southerly  
24 prolongation of that certain course described above as having a bearing and  
25 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said  
26 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the beginning of a  
27 non-tangent curve concave northeasterly and having a radius of 80.00 feet.  
28 said curve being tangent at its easterly terminus to a line parallel with  
29 and distant 160.00 feet southerly, measured along said last mentioned  
30 southerly prolongation, from that certain course described above as having  
31 a bearing and distance of "North  $79^{\circ} 58' 59''$  West 19.25 feet", said  
32 easterly terminus being distant 19.25 feet westerly along said parallel

DESCRIPTION

Revised June 15, 1992

1 R-09-P2-C. B  
 R-09-P3-C. B FOR PARKING & ACCESS-PARCEL 2 (CONTINUED)  
 2 R-09-P4-C. B

3 feet to a line bearing South 10° 01' 01" West from said hereinbefore described  
 4 Point "A": thence along said last mentioned line North 10° 01' 01" East 63.32  
 5 feet to a point distant 616.83 feet southerly along said last mentioned line  
 6 from said Point "A": thence South 79° 58' 59" East 141.41 feet to the beginning  
 7 of a non-tangent curve, concave southwesterly and having a radius of 1982.50  
 8 feet, a radial of said curve to said beginning having a bearing of  
 9 North 55° 39' 32" East; thence southeasterly along said curve, through a  
 10 central angle of 00° 26' 15" an arc distance of 15.14 feet: thence South 56°  
 11 22' 15" West 2.23 feet: thence South 33° 37' 45" East 20.25 feet: thence North  
 12 56° 22' 15" East 25.46 feet: thence South 40° 03' 20" East 58.71 feet to the  
 13 TRUE POINT OF BEGINNING.

14  
 15 The above described land being airspace parcels the lower and upper limits of  
 16 which are planes having elevations of:

17	<u>PARCEL</u>	<u>UPPER ELEVATION</u>	<u>LOWER ELEVATION</u>
18	R-09-P2-C. B	278.7'	268.3'
19	R-09-P3-C. B	268.3'	259.2'
20	R-09-P4-C. B	259.2'	250.0'

21 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
 22 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

23  
 24 Containing 10.427 square feet (to exterior limits of each horizontal parcel).  
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DESCRIPTION

Map 3 (E)

EASEMENT  
 PARCEL E-27; ( Revised June 15, 1992  
 R-03-P2-C, B, F  
 R-03-P3-C, B, F FOR PARKING & ACCESS  
 R-03-P4-C, B, F )

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
 2 the County of Los Angeles, State of California, as per map recorded in Book  
 3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder  
 4 of said County; those portions of Block "D" of the Subdivision of the  
 5 Aliso Tract, in said City, County and State, as per map recorded in Book 4,  
 6 Pages 12 and 13 of Miscellaneous Records in said office of the County  
 7 Recorder; and those portions of City Lands, in said City, County and State,  
 8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
 9 Records, described as a whole as follows:

10  
 11 Commencing at the intersection of the easterly prolongation of the  
 12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
 13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
 14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
 15 northerly terminus of that certain course having a bearing and distance of  
 16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
 17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
 18 Book 14076, Page 324 of Official Records, in said office of the County  
 19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
 20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
 21 thence along a line parallel with the centerline of Alameda Street, 96 feet  
 22 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
 23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
 24  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
 25 beginning of a tangent curve concave southeasterly and having a radius of  
 26 80.00 feet; thence southwesterly along said curve through a central angle  
 27 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
 28 distant 58.92 feet westerly, measured at right angles, from the southerly  
 29 prolongation of that certain course described above as having a bearing and  
 30 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said  
 31 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the beginning of a  
 32 non-tangent curve concave northeasterly and having a radius of 80.00 feet.

DESCRIPTION

Revised June 15, 1992

1 R-09-P2-C. B  
R-09-P3-C. B FOR PARKING & ACCESS-PARCEL 2 (CONTINUED)  
2 R-09-P4-C. B

3 PARCEL 2

4  
5 That portion of Block "D" of the Subdivision of Aliso Tract, in the City of Los  
6 Angeles, in the County of Los Angeles, State of California, as per map recorded  
7 in Book 4, Pages 12 and 13 of Miscellaneous Records, in the office of the  
8 County Recorder of said County; and those portions of City Lands, in said  
9 City, County and State, as per map recorded in Book 2, Pages 504 and 505 of  
10 said Miscellaneous Records, described as a whole as follows:

11  
12 Commencing at the intersection of the easterly prolongation of the southerly  
13 line of Lot "A" of Tract No. 10151, in said City, County and State, as per map  
14 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
15 office, with the centerline of Avila Street, 60 feet wide, as shown on the map  
16 of said Tract No. 10151; thence along said prolongation South  $71^{\circ} 09' 27''$  East  
17 39.24 feet to the northerly terminus of that certain course having a bearing  
18 and distance of "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in  
19 Parcel 3 of the Highway Easement to the City of Los Angeles, recorded May 13,  
20 1936, in Book 14076, Page 324 of official Records, in said office of the County  
21 Recorder; thence along a westerly and southerly lines of said Parcel 3  
22 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
23 thence along a line parallel with the centerline of Alameda Street, 96 feet  
24 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
25 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ}$   
26  $01' 01''$  West 45.00 feet to a Point "A" for purposes of this description; thence  
27 South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01' 01''$  East 13.75 feet;  
28 thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the westerly line of  
29 the land as described in Parcel 1 of the deed to the City of Los Angeles  
30 recorded December 28, 1945, in Book 22651, Page 63 of Official Records, in said  
31 office of the County Recorder, being a curve concave westerly and  
32

DESCRIPTION

Revised June 15, 1992

1 R-09-P2-C, B  
2 R-09-P3-C, B FOR PARKING & ACCESS-PARCEL 2 (CONTINUED)  
3 R-09-P4-C, B  
4 having a radius of 1000.00 feet, a radial of said curve to said point  
5 having a bearing of South  $65^{\circ} 11' 07''$  East; thence southerly along said  
6 curve, through a central angle of  $04^{\circ} 46' 57''$  an arc distance of 83.47 feet  
7 to an intersection with a line parallel with and distant 90 feet westerly,  
8 measured at right angles, from that certain course in the easterly line of said  
9 Parcel 1 of the last mentioned deed to the City of Los Angeles described as  
10 having a bearing and distance of "South  $21^{\circ} 36' 27''$  West 259.84 feet" in said  
11 deed; thence along said parallel line South  $21^{\circ} 29' 15''$  West 28.23 feet to the  
12 beginning of a tangent curve concave easterly and having a radius of 400.00  
13 feet, said curve being tangent at its southerly terminus to the northerly  
14 prolongation of that certain course having a bearing and distance of "North  $05^{\circ}$   
15  $09' 26''$  West 83.12 feet", in the easterly line of the land as described in  
16 Parcel 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as  
17 Instrument No. 5697, in Book D2591, Page 55 of said Official Records; thence  
18 southerly along said last mentioned curve, through a central angle of  $26^{\circ} 38'$   
19  $24''$  an arc distance of 185.98 feet to said northerly prolongation; thence  
20 along said prolongation South  $05^{\circ} 09' 09''$  East 187.29 feet to the southerly  
21 terminus of said certain course; thence continuing along the easterly line of  
22 said Parcel 1 of the deed to Maier Brewing Co., South  $04^{\circ} 59' 28''$  East 209.00  
23 feet to the northeasterly corner of the land as described in Parcel 71780  
24 (Amended) in the Final Order of Condemnation entered in Los Angeles County  
25 Superior Court Case No. C447627, a certified copy of which was recorded March  
26 29, 1988, as Instrument No. 88-422827 of said Official Records; thence westerly  
27 along the northerly line of said Parcel 71780 (Amended) and its westerly  
28 prolongation, being a curve concave southerly and having a radius of 4340.00  
29 feet, from a radial bearing North  $08^{\circ} 55' 59''$  East to said northeasterly  
30 corner, through a central angle of  $01^{\circ} 27' 56''$  an arc distance of 111.00 feet  
31 to the TRUE POINT OF BEGINNING; thence continuing westerly along said westerly  
32 prolongation, through a central angle of  $03^{\circ} 00' 53''$  an arc distance of 228.36



DESCRIPTION

Map 3 Ⓣ

Revised June 15, 1992  
EASEMENT (R-09-P2-C, B  
PARCEL E-26: (R-09-P3-C, B FOR PARKING & ACCESS)  
R-09-P4-C, B  
PARCEL 1

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That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in the County of Los Angeles, State of California, as per map recorded in Book 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder of said County; those portions of Blocks "C" and "D" of the Subdivision of the Aliso Tract, in said City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said Miscellaneous Records; those portions of the Subdivision of the Ballesteros Vineyard Tract, in said City, County and State, as per map recorded in Book 1, Pages 505 and 506 of said Miscellaneous Records; and those portions of City Lands, in said City, County and State, as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous Records, described as a whole as follows:

Commencing at the intersection of the easterly prolongation of the southerly line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151; thence along said prolongation South 71° 09' 27" East 39.24 feet to the northerly terminus of that certain course having a bearing and distance of "South 18° 56' 50" West 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official Records, in said office of the County Recorder; thence along a westerly and southerly lines of said Parcel 3 South 18° 50' 33" West 3.00 feet and South 71° 09' 27" East 10.86 feet; thence along a line parallel with the centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151, South 10° 01' 01" West 240.67 feet; thence South 79° 58' 59" East 45.00 feet; thence South 10° 01' 01" West 45.00 feet; thence South 79° 58' 59" East 150.00 feet; thence South 10° 01' 01" West 342.58 feet to the TRUE POINT OF BEGINNING; thence South 79° 58' 59" East 103.12 feet to the northerly prolongation of that certain course having a bearing and distance of "North 05° 09' 26" West 83.12 feet" in the easterly line of the land as described in Parcel

DESCRIPTION

Revised June 15, 1992

1 R-09-P2-C, B  
 2 R-09-P3-C, B FOR PARKING & ACCESS-PARCEL 1 (CONTINUED)  
 3 R-09-P4-C, B

4 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as Instrument  
 5 No. 5697, in Book D2591, Page 55 of said Official Records; thence along  
 6 said prolongation South 05° 09' 09" East 120.21 feet to the southerly  
 7 terminus of said certain course; thence continuing along the easterly line  
 8 of said Parcel 1 of the deed to Maier Brewing Co., South 04° 59' 28" East  
 9 209.00 feet to the northeasterly corner of the land as described in Parcel  
 10 71780 (Amended) in the Final Order of Condemnation entered in Los Angeles  
 11 County Superior Court Case No. C447627, a certified copy of which was  
 12 recorded March 29, 1988, as Instrument No. 88-422827 of said Official  
 13 Records; thence westerly along the northerly line of said Parcel 71780  
 14 (Amended) being a curve concave southerly and having a radius of 4340.00  
 15 feet, from a radial bearing North 08° 55' 59" East to said northeasterly  
 16 corner, through a central angle of 00° 15' 33" an arc distance of 19.62  
 17 feet thence North 40° 03' 20" West 127.13 feet; thence North 46° 12' 12"  
 18 East 29.75 feet; thence North 43° 47' 49" West 20.25 feet; thence South  
 19 46° 12' 12" West 3.00 feet; thence North 43° 47' 49" West 88.02 feet to a  
 20 line bearing South 10° 01' 01" West from the TRUE POINT OF BEGINNING;  
 21 thence North 10° 01' 01" East 151.20 feet to said TRUE POINT OF BEGINNING.

22 The above described land being airspace parcels the lower and upper limits of  
 23 which are planes having elevations of:

24	<u>PARCEL</u>	<u>UPPER ELEVATION</u>	<u>LOWER ELEVATION</u>
25	R-09-P2-C, B	278.7'	268.3'
26	R-09-P3-C, B	268.3'	259.2'
27	R-09-P4-C, B	259.2'	250.0'

28 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
 29 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

30  
 31 Containing 32.105 square feet (to exterior limits of each horizontal parcel).  
 32

DESCRIPTION

Revised June 15, 1992

R-07-P2-C. B  
 R-07-P3-C. B FOR PARKING & ACCESS (CONTINUED)  
 R-07-P4-C. B  
 to an intersection with a line parallel with and distant 90 feet westerly.  
 measured at right angles. from that certain course in the easterly line of said  
 Parcel 1 of the last mentioned deed to the City of Los Angeles described as  
 having a bearing and distance of "south 21° 36' 27" West 259.84 feet" in said  
 deed; thence along said parallel line South 21° 29' 15" West 28.23 feet to the  
 beginning of a tangent curve concave easterly and having a radius of 400.00  
 feet, said curve being tangent at its southerly terminus to the northerly  
 prolongtion of that certain course having a bearing and distance of "North 05°  
 09' 26" West 83.12 feet" in the easterly line of the land as described in  
 Parcel 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as  
 Instrument No. 5697. in Book D2591. Page 55 of said Official Records; thence  
 southerly along said last mentioned curve through a central angle of 26° 38'  
 24" an arc distance of 185.98 feet to said northerly prolongation; thence  
 along said prolongation South 05° 09' 09" East 67.08 feet to a line bearing  
 South 79° 58' 59" East from a point in the southerly prolongation of that  
 certain course described above as having a bearing and distance of "North 10°  
 01' 01" East 13.75 feet". said last mentioned point being distant 356.33 feet  
 southerly along said southerly prolongation from the TRUE POINT OF  
 BEGINNING; thence North 79° 58' 59" West 103.12 feet to said southerly  
 prolongation; thence along said southerly prolongation North 10° 01' 01"  
 East 3:5.33 feet to said TRUE POINT OF BEGINNING.

The above described land being airspace parcels the lower and upper limits of  
 which are planes having elevations of:

<u>PARCEL</u>	<u>UPPER ELEVATION</u>	<u>LOWER ELEVATION</u>	(to exterior limits of each horizontal parcel)
R-07-P2-C. B	278.7'	268.3'	
R-07-P3-C. B	268.3'	259.2'	
R-07-P4-C. B	259.2'	250.0'	

based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
 278.352 feet. 1980 Adjustment. based on National Geodetic Datum of 1929.

DESCRIPTION

Revised June 15, 1992

1	R-07-P2-C, B
2	R-07-P3-C, B FOR PARKING & ACCESS (CONTINUED)
3	R-07-P4-C, B
4	Containing 30,103 square feet (to exterior limits of each horizontal parcel).
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DESCRIPTION

Revised June 15, 1992

R-11SUB-P2-C.B  
R-11SUB-P3-C.B FOR PARKING AND ACCESS (CONTINUED)  
R-11SUB-P4-C.B

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to said parallel line.

The above described land being airspace parcels the lower and upper limits  
of which are planes having elevations of:

<u>Parcel</u>	<u>Upper Elevation</u>	<u>Lower Elevation</u>
R-11SUB-P2-C.B	278.7'	268.3'
R-11SUB-P3-C.B	268.3'	259.2'
R-11SUB-P4-C.B	259.2'	250.0'

based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
278.352 feet, 1980 Adjustment. based on National Geodetic Datum of 1929.

Containing 21.591 square feet.

DESCRIPTION

Map 3 ©

Revised June 15, 1992  
EASEMENT  
PARCEL E-25: ( R-07-P2-C, B  
R-07-P3-C, B FOR PARKING & ACCESS  
R-07-P4-C, B )

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

10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
21 thence along a line parallel with the centerline of Alameda Street, 96 feet  
22 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ}$   
24  $01' 01''$  West 45.00 feet; thence South  $79^{\circ} 58' 59''$  East 150.00 feet;  
25 thence North  $10^{\circ} 01' 01''$  East 13.75 feet to the TRUE POINT OF BEGINNING;  
26 thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the westerly line  
27 of the land as described in Parcel 1 of the deed to the City of Los Angeles  
28 recorded December 28, 1945, in Book 22651, Page 63 of official Records, in  
29 said office of the County Recorder, being a curve concave westerly and  
30 having a radius of 1000.00 feet, a radial of said curve to said point  
31 having a bearing of South  $65^{\circ} 11' 07''$  East; thence southerly along said  
32 curve, through a central angle of  $04^{\circ} 46' 57''$  an arc distance of 83.47 feet

DESCRIPTION

Map 3 (B)

Revised June 26, 1992

EASEMENT  
PARCEL E-24:

(R-11SUB-P2-C.B  
R-11SUB-P3-C.B FOR PARKING AND ACCESS  
R-11SUB-P4-C.B)

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

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

25  
26 EXCEPT THEREFROM that portion of said land lying easterly of the following  
27 described line (on a different basis of bearings than the above described  
28 parcel of land):

29  
30 Commencing at a point in the centerline of Macy Street, 80 feet wide,  
31 distant thereon South  $71^{\circ} 09' 27''$  East 40.00 feet from the intersection of  
32 said centerline of Macy Street with the centerline of Vignes Street, 80 feet

DESCRIPTION

Revised June 15, 1992

R-11SUB-P2-C,B  
R-11SUB-P3-C,B FOR PARKING AND ACCESS (CONTINUED)  
R-11SUB-P4-C,B

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wide, as said centerlines are shown on City of Los Angeles City  
Engineer's Field Book 50062, Pages 11, 12 and 13, on file in the office of  
said City Engineer; thence along said centerline of Macy Street South 71°  
09' 27" East 260.70 feet to the northerly prolongation of the easterly line  
of Lot 5 of Tract No. 10151, as per map recorded in Book 157, Pages 45 to  
47 of Maps, in the office of the County Recorder of said County; thence  
along said prolongation South 19° 22' 48" West 50.00 feet to the  
northeasterly corner of said Lot 5, being a point in a line parallel with  
and distant 50 feet southerly, measured at right angles, from said  
centerline of Macy Street; thence along said parallel line North 71° 09'  
27" West 129.73 feet to the beginning of a tangent curve concave  
southeasterly and having a radius of 25 feet, the southwesterly terminus of  
said curve being a point of compound curvature with a curve concave  
easterly and having a radius of 1900 feet, said last mentioned curve being  
concentric with and distant 50 feet easterly, measured radially, from a  
curve having a radius of 1950 feet which passes through the point of  
commencement of this description and from which point of commencement a  
radial of said curve of radius 1950 feet bears South 71° 09' 27" East;  
thence southwesterly along said curve of radius 25 feet, through a central  
angle of 92° 17' 33" an arc distance of 40.27 feet to said point of  
compound curvature; thence southerly along said concentric curve of radius  
1900 feet, through a central angle of 07° 42' 27" an arc distance of 255.59  
feet to a point from which a radial of said curve bears South 81° 09' 27"  
East; thence tangent to said curve South 08° 50' 33" West 170.87 feet to  
the beginning of a tangent curve, concave easterly and having a radius of  
25 feet, said last mentioned curve being tangent at its southeasterly  
terminus to a line parallel with and distant 80 feet northeasterly,  
measured at right angles, from the southwesterly line of Lot 1 of Tract No.  
11515, as per map recorded in Book 261, Pages 9 and 10 of Maps, in said  
office of the County Recorder; thence southerly along said last mentioned  
curve, through a central angle of 56° 57' 18" an arc distance of 24.85 feet



## DESCRIPTION

Revised June 15, 1992

R-11-P2-F,B

R-11-P3-F,B FOR PARKING ACCESS (CONTINUED)

R-11-P4-F,B

1  
2 wide, as said centerlines are shown on City of Los Angeles City  
3 Engineer's Field Book 50062, Pages 11, 12 and 13, on file in the office of  
4 said City Engineer; thence along said centerline of Macy Street South  $71^{\circ}$   
5  $09' 27''$  East 260.70 feet to the northerly prolongation of the easterly line  
6 of Lot 5 of Tract No. 10151, as per map recorded in Book 157, Pages 45 to  
7 47 of Maps, in the office of the County Recorder of said County; thence  
8 along said prolongation South  $19^{\circ} 22' 48''$  West 50.00 feet to the  
9 northeasterly corner of said Lot 5, being a point in a line parallel with  
10 and distant 50 feet southerly, measured at right angles, from said  
11 centerline of Macy Street; thence along said parallel line North  $71^{\circ} 09'$   
12  $27''$  West 129.73 feet to the beginning of a tangent curve concave  
13 southeasterly and having a radius of 25 feet, the southwesterly terminus of  
14 said curve being a point of compound curvature with a curve concave  
15 easterly and having a radius of 1900 feet, said last mentioned curve being  
16 concentric with and distant 50 feet easterly, measured radially, from a  
17 curve having a radius of 1950 feet which passes through the point of  
18 commencement of this description and from which point of commencement a  
19 radial of said curve of radius 1950 feet bears South  $71^{\circ} 09' 27''$  East;  
20 thence southwesterly along said curve of radius 25 feet, through a central  
21 angle of  $92^{\circ} 17' 33''$  an arc distance of 40.27 feet to said point of  
22 compound curvature; thence southerly along said concentric curve of radius  
23 1900 feet, through a central angle of  $07^{\circ} 42' 27''$  an arc distance of 255.59  
24 feet to a point from which a radial of said curve bears South  $81^{\circ} 09' 27''$   
25 East; thence tangent to said curve South  $08^{\circ} 50' 33''$  West 170.87 feet to  
26 the beginning of a tangent curve, concave easterly and having a radius of  
27 25 feet, said last mentioned curve being tangent at its southeasterly  
28 terminus to a line parallel with and distant 80 feet northeasterly,  
29 measured at right angles, from the southwesterly line of Lot 1 of Tract No.  
30 11515, as per map recorded in Book 261, Pages 9 and 10 of Maps, in said  
31 office of the County Recorder; thence southerly along said last mentioned  
32 curve, through a central angle of  $56^{\circ} 57' 18''$  an arc distance of 24.85 feet

DESCRIPTION

Revised June 15, 1992

1 R-11-P2-F.B  
R-11-P3-F.B FOR PARKING ACCESS (CONTINUED)  
R-11-P4-F.B

2 to said parallel line.

3  
4 The above described land being airspace parcels the lower and upper limits  
5 of which are planes having elevations of:

6	<u>Parcel</u>	<u>Upper Elevation</u>	<u>Lower Elevation</u>
7			
8	R-11-P2-F.B	278.7'	268.3'
9	R-11-P3-F.B	268.3'	259.2'
10	R-11-P4-F.B	259.2'	250.0'

11 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
12 278.352 feet. 1980 Adjustment. based on National Geodetic Datum of 1929.

13  
14 Containing 31.187 square feet  
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DESCRIPTION

Revised June 15, 1992

1 R-01-P1-C, B FOR PARKING & ACCESS (CONTINUED)  
2 TRUE POINT OF BEGINNING; thence South  $71^{\circ} 09' 27''$  East 33.56 feet to said  
3 TRUE POINT OF BEGINNING.  
4  
5 The above described land being an airspace parcel the lower limit of which is  
6 a plane having an elevation of 278.7 feet, and the upper limit of which is a  
7 plane having an elevation of 293 feet, based on City of Los Angeles Bench Mark  
8 No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment, based on  
9 National Geodetic Datum of 1929.  
10  
11 Containing 19,051 square feet.

DESCRIPTION

Map 3 (A)

Revised June 26, 1992

EASEMENT  
PARCEL E-23:

(R-11-P2-F,B  
R-11-P3-F,B FOR PARKING ACCESS  
R-11-P4-F,B)

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

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

25  
26 EXCEPT THEREFROM that portion of said land lying westerly of the following  
27 described line (on a different basis of bearings than the above described  
28 parcel of land):

29  
30 Commencing at a point in the centerline of Macy Street, 80 feet wide,  
31 distant thereon South  $71^{\circ} 09' 27''$  East 40.00 feet from the intersection of  
32 said centerline of Macy Street with the centerline of Vignes Street, 80 feet

DESCRIPTION

Revised June 15, 1992

1 R-02-P1-C. B FOR PARKING & ACCESS (CONTINUED)  
2 parallel line from the intersection of said parallel line with said  
3 southerly prolongation. said last mentioned point being the TRUE POINT OF  
4 BEGINNING: thence southeasterly along said last mentioned curve, through a  
5 central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to said easterly  
6 terminus: thence tangent to said curve along said last mentioned parallel  
7 line South  $79^{\circ} 58' 59''$  East 19.25 feet to said southerly prolongation:  
8 thence continuing along said southerly prolongation South  $10^{\circ} 01' 01''$  West  
9 180.58 feet: thence North  $79^{\circ} 58' 59''$  West 19.25 feet: thence North  $10^{\circ} 01'$   
10  $01''$  East 109.83 feet: thence North  $79^{\circ} 58' 59''$  West 11.04 feet: thence  
11 North  $10^{\circ} 01' 01''$  East 44.25 feet: thence South  $79^{\circ} 58' 59''$  East 11.04  
12 feet: thence North  $10^{\circ} 01' 01''$  East 3.42 feet: thence North  $79^{\circ} 58' 59''$   
13 West 58.92 feet to a line bearing South  $10^{\circ} 01' 01''$  West from the TRUE  
14 POINT OF BEGINNING: thence North  $10^{\circ} 01' 01''$  East 48.96 feet to said TRUE  
15 POINT OF BEGINNING.

16  
17 The above described land being an airspace parcel the lower limit of which is  
18 a plane having an elevation of 278.7 feet, and the upper limit of which  
19 is a plane having an elevation of 293 feet, based on City of Los Angeles  
20 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
21 Adjustment, based on National Geodetic Datum of 1929.

22  
23 Containing 5.795 square feet.  
24  
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DESCRIPTION

Map 2 (H)

EASEMENT revised June 15, 1992  
PARCEL E-22; (R-01-P1-C, B FOR PARKING & ACCESS)

1 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
2 Dec'd, in the City of Los Angeles, in the County of Los Angeles, State of  
3 California, as per map recorded in Book 34, Page 90 of Miscellaneous  
4 Records, in the office of the County Recorder of said County; that portion  
5 of Lot 4 of Tract No. 10151, in said City, County and State, as per map  
6 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
7 Office; and those portions of City Lands, in said City, County and State,  
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
9 Records, described as a whole as follows:  
10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of Official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
21 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
22 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
23 Tract No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58'$   
24  $59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 137.50 feet; thence  
25 North  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve  
26 concave southeasterly and having a radius of 80.00 feet; thence  
27 southwesterly along said curve through a central angle of  $47^{\circ} 25' 50''$  an  
28 arc distance of 66.23 feet to a line parallel with and distant 58.92 feet  
29 westerly, measured at right angles, from the southerly prolongation of that  
30 certain course described above as having a bearing and distance of "South  
31  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said parallel line North  $10^{\circ}$   
32  $01' 01''$  East 409.20 feet to a line bearing North  $71^{\circ} 09' 27''$  West from the

DESCRIPTION

Revised June 15, 1992

1 R-03-P1-C.B, F FOR PARKING & ACCESS (CONTINUED)  
2 said curve being tangent at its easterly terminus to a line parallel with  
3 and distant 160.00 feet southerly. measured along said last mentioned  
4 southerly prolongation. from that certain course described above as having  
5 a bearing and distance of "North 79<sup>0</sup> 58' 59" West 19.25 feet". said  
6 easterly terminus being distant 19.25 feet westerly along said parallel  
7 line from the intersection of said parallel line with said southerly  
8 prolongation; thence southeasterly along said last mentioned curve. through  
9 a central angle of 47<sup>0</sup> 25' 50" an arc distance of 66.23 feet to said  
10 easterly terminus; thence tangent to said curve along said last mentioned  
11 parallel line South 79<sup>0</sup> 58' 59" East 19.25 feet to said southerly  
12 prolongation; thence continuing along said southerly prolongation South 10<sup>0</sup>  
13 01' 01" West 180.58 feet to the TRUE POINT OF BEGINNING; thence continuing  
14 South 10<sup>0</sup> 01' 01" West 243.00 feet; thence North 79<sup>0</sup> 58' 59" West 64.58  
15 feet; thence North 10<sup>0</sup> 01' 01" East 161.83 feet; thence South 79<sup>0</sup> 58' 59"  
16 East 27.50 feet; thence North 10<sup>0</sup> 01' 01" East 24.33 feet; thence South 79<sup>0</sup>  
17 58' 59" East 17.83 feet. thence North 10<sup>0</sup> 01' 01" East 56.83 feet to a  
18 line bearing North 79<sup>0</sup> 58' 59" West from the TRUE POINT OF BEGINNING;  
19 thence South 79<sup>0</sup> 58' 59" East 19.25 feet to said TRUE POINT OF BEGINNING.  
20  
21 The above described land being an airspace parcel the lower limit of which is  
22 a plane having an elevation of 278.7 feet. and the upper limit of which is  
23 a plane having an elevation of 293.0 feet. based on City of Los Angeles  
24 Bench Mark No. 12-04270 having an elevation of 278.352 feet. 1980  
25 Adjustment. based on National Geodetic Datum of 1929.  
26  
27 Containing 12.448 square feet.  
28  
29  
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31  
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DESCRIPTION

Map 2 (G)

EASEMENT

Revised June 15, 1992

PARCEL E-21: (R-02-P1-C. B FOR PARKING & ACCESS )

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

5  
6 Commencing at the intersection of the easterly prolongation of the  
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
8 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151:  
9 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
10 northerly terminus of that certain course having a bearing and distance of  
11 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
12 the Highway Easement to the City of Los Angeles. recorded May 13, 1936. in  
13 Book 14076. Page 324 of Official Records. in said office of the County  
14 Recorder: thence along a westerly and southerly lines of said Parcel 3  
15 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet:  
16 thence along a line parallel with the centerline of Alameda Street. 96 feet  
17 wide. as shown on the map of said Tract No. 10151. South  $10^{\circ} 01' 01''$  West  
18 240.67 feet: thence South  $79^{\circ} 58' 59''$  East 45.00 feet: thence South  $10^{\circ} 01'$   
19  $01''$  West 137.50 feet: thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
20 beginning of a tangent curve concave southeasterly and having a radius of  
21 80.00 feet: thence southwesterly along said curve through a central angle  
22 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a point in a line parallel  
23 with and distant 58.92 feet westerly. measured at right angles. from the  
24 southerly prolongation of that certain course described above as having a  
25 bearing and distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet": thence along  
26 said parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to a point at the  
27 beginning of a non-tangent curve concave northeasterly and having a radius  
28 of 80.00 feet. said curve being tangent at its easterly terminus to a line  
29 parallel with and distant 160.00 feet southerly. measured along said last  
30 mentioned southerly prolongation. from that certain course described above  
31 as having a bearing and distance of "North  $79^{\circ} 58' 59''$  West 19.25 feet".  
32 said easterly terminus being distant 19.25 feet westerly along said



DESCRIPTION

Revised June 15, 1992

R-09-P1-C. B FOR PARKING AND ACCESS (CONTINUED)

1 prolongation South 05° 09' 09" East 120.21 feet to the southerly terminus  
2 of said certain course: thence continuing along the easterly line of said  
3 Parcel 1 of the deed to Maier Brewing Co., South 04° 59' 28" East 209.00  
4 feet to the northeasterly corner of the land as described in Parcel 71780  
5 (Amended) in the Final Order of Condemnation entered in Los Angeles County  
6 Superior Court Case No. C447627, a certified copy of which was recorded  
7 March 29, 1988, as Instrument No. 88-422827 of said Official Records;  
8 thence westerly along the northerly line of said Parcel 71780 (Amended) and its  
9 westerly prolongation being a curve concave southerly and having a radius of  
10 4340.00 feet, from a radial bearing North 08° 55' 59" East to said  
11 northeasterly corner, through a central angle of 04° 28' 49" an arc  
12 distance of 339.35 feet to a line bearing South 10° 01' 01" West from said  
13 hereinbefore described Point "A": thence along said last mentioned line  
14 North 10° 01' 01" East 63.32 feet to a point distant 616.83 feet southerly  
15 along said last mentioned line from said Point "A"; thence South 79° 58'  
16 59" East 150.00 feet; thence North 10° 01' 01" East 274.25 feet to the TRUE  
17 POINT OF BEGINNING.

18  
19 The above described land being an airspace parcel the lower limit of which is  
20 a plane having an elevation of 278.7 feet, and the upper limit of which is  
21 a plane having an elevation of 293 feet, based on City of Los Angeles Bench  
22 Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment, based  
23 on National Geodetic Datum of 1929.

24  
25 Containing 55.547 square feet  
26  
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32

DESCRIPTION

Map 2 (F)

EASEMENT

Revised June 15, 1992

PARCEL E-20: (R-03-P1-C. B. F FOR PARKING & ACCESS)

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
2 the County of Los Angeles, State of California, as per map recorded in Book  
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder  
4 of said County; those portions of Block "D" of the Subdivision of the  
5 Aliso Tract, in said City, County and State, as per map recorded in Book 4,  
6 Pages 12 and 13 of Miscellaneous Records, in said office of the County  
7 Recorder; and those portions of City Lands, in said City, County and State,  
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
9 Records, described as a whole as follows:

10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
21 thence along a line parallel with the centerline of Alameda Street, 96 feet  
22 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
24  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
25 beginning of a tangent curve concave southeasterly and having a radius of  
26 80.00 feet; thence southwesterly along said curve through a central angle  
27 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
28 distant 58.92 feet westerly, measured at right angles, from the southerly  
29 prolongation of that certain course described above as having a bearing and  
30 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said  
31 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the beginning of a  
32 non-tangent curve concave northeasterly and having a radius of 80.00 feet.

DESCRIPTION

Revised June 15, 1992

1 R-07-P1-C, B FOR PARKING & ACCESS (CONTINUED)  
2 to an intersection with a line parallel with and distant 90 feet westerly,  
3 measured at right angles, from that certain course in the easterly line of said  
4 Parcel 1 of the last mentioned deed to the City of Los Angeles described as  
5 having a bearing and distance of "South 21° 36' 27" West 259.84 feet" in said  
6 deed; thence along said parallel line South 21° 29' 15" West 28.23 feet to the  
7 beginning of a tangent curve concave easterly and having a radius of 400.00  
8 feet, said curve being tangent at its southerly terminus to the northerly  
9 prolongation of that certain course having a bearing and distance of "North 05°  
10 09' 26" West 83.12 feet" in the easterly line of the land as described in  
11 Parcel 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as  
12 Instrument No. 5697, in Book D2591, Page 55 of said Official Records: thence  
13 southerly along said last mentioned curve through a central angle of 21° 36'  
14 09" an arc distance of 150.81 feet to a line bearing South 79° 58' 59" East  
15 from a point in the southerly prolongation of that certain course described  
16 above as having a bearing and distance of "North 10° 01' 01" East 13.75 feet",  
17 said last mentioned point being distant 257.29 feet southerly along said  
18 southerly prolongation from the TRUE POINT OF BEGINNING; thence North 79° 58'  
19 59" West 77.87 feet to said southerly prolongation; thence along said  
20 southerly prolongation North 10° 01' 01" East 257.29 feet to said TRUE POINT OF  
21 BEGINNING.

22  
23 The above described land being an airspace parcel the lower limit  
24 of which is a plane having an elevation of 278.7 feet, and the upper limit of  
25 which is a plane having an elevation of 293 feet, based on City of  
26 Los Angeles Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
27 Adjustment, based on National Geodetic Datum of 1929.

28  
29 Containing 21,201 square feet.  
30  
31

DESCRIPTION

Map 2 (E)

EASEMENT

Revised June 15, 1992

PARCEL E-19: (R-09-P1-C, B FOR PARKING AND ACCESS)

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
2 the County of Los Angeles, State of California, as per map recorded  
3 in Book 157, Pages 45 to 47 inclusive of Maps, in the office of the County  
4 Recorder of said County; those portions of Blocks "C" and "D" of the  
5 Subdivision of the Aliso Tract, in said City, County and State, as per map  
6 recorded in Book 4, Pages 12 and 13 of said Miscellaneous Records; those  
7 portions of the Subdivision of the Ballesteros Vineyard Tract, in said  
8 City, County and State, as per map recorded in Book 1, Pages 505 and 506 of  
9 said Miscellaneous Records; and those portions of City Lands, in said City,  
10 County and State, as per map recorded in Book 2, Pages 504 and 505 of said  
11 Miscellaneous Records, described as a whole as follows:

12  
13 Commencing at the intersection of the easterly prolongation of the southerly  
14 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
15 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
16 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
17 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
18 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
19 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official  
20 Records, in said office of the County Recorder; thence along a westerly and  
21 southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ}$   
22  $09' 27''$  East 10.86 feet; thence along a line parallel with the centerline of  
23 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
24 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet;  
25 thence South  $10^{\circ} 01' 01''$  West 45.00 feet to Point "A" for purposes of this  
26 description; thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence South  $10^{\circ}$   
27  $01' 01''$  West 342.58 feet to the TRUE POINT OF BEGINNING; thence South  $79^{\circ}$   
28  $58' 59''$  East 103.12 feet to the northerly prolongation of that certain,  
29 course having a bearing and distance of "North  $05^{\circ} 09' 26''$  West 83.12 feet"  
30 in the easterly line of the land as described in Parcel 1 of the deed to  
31 Maier Brewing Co., recorded August 14, 1964, as Instrument No. 5697, in  
32 Book D2591, Page 55 of said Official Records; thence along said

DESCRIPTION

Revised June 15, 1992

1 R-11-P1-F, B FOR PARKING ACCESS (CONTINUED)  
2 The above described land being an airspace parcel the lower limit of which  
3 is a plane having an elevation of 278.7 level feet, and the upper limit of  
4 which is a plane having an elevation street level, based on City of Los  
5 Angeles Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1900  
6 Adjustment, based on National Geodetic Datum of 1929, as said street level  
7 will be determined by the proposed realignment of Vignes Street, the  
8 easterly line of which street is the line described in the EXCEPTION  
9 paragraph above.

10  
11 Containing 9.596 square feet

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DESCRIPTION

Map 2 (B)

EASEMENT

Revised June 15, 1992

PARCEL E-18: (R-07-P1-C. B FOR PARKING & ACCESS )

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

10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of Official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
21 thence along a line parallel with the centerline of Alameda Street, 96 feet  
22 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ}$   
24  $01' 01''$  West 45.00 feet; thence South  $79^{\circ} 58' 59''$  East 150.00 feet;  
25 thence North  $10^{\circ} 01' 01''$  East 13.75 feet to the TRUE POINT OF BEGINNING;  
26 thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the westerly line  
27 of the land as described in Parcel 1 of the deed to the City of Los Angeles  
28 recorded December 28, 1945, in Book 22651, Page 63 of Official Records, in  
29 said office of the County Recorder, being a curve concave westerly and  
30 having a radius of 1000.00 feet, a radial of said curve to said point  
31 having a bearing of South  $65^{\circ} 11' 07''$  East; thence southerly along said  
32 curve, through a central angle of  $04^{\circ} 46' 57''$  an arc distance of 83.47 feet

DESCRIPTION

Map 2 (A)

EASEMENT

Revised June 26, 1992

PARCEL E-17: (R-11-P1-F. B FOR PARKING ACCESS)

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

5  
6 Commencing at the most southerly corner of said Lot 5; thence along the  
7 southwesterly line of said Lot 5, North  $48^{\circ} 06' 12''$  West 30 feet to the  
8 most southerly corner of Vignes Street, as described in Parcel 1 in the  
9 deed to the City of Los Angeles, recorded December 21, 1945 as Instrument  
10 No. 1224 in Book 22651 Page 63, Official Records of said County; thence  
11 along the easterly line of said Vignes Street, North  $21^{\circ} 29' 13''$  East 56.00  
12 feet to the point of tangency thereof with a curve concave easterly and  
13 having a radius of 50 feet; said point being the TRUE POINT OF BEGINNING;  
14 thence southerly along said curve, through a central angle of  $69^{\circ} 35' 25''$   
15 an arc distance of 60.73 feet; thence tangent to said curve, South  $48^{\circ} 06'$   
16  $12''$  East 4.27 feet to the southeasterly line of said Lot; thence  
17 northeasterly along said southeasterly line to the most southerly corner of  
18 the land described in the deed to Gustave Renaldo and wife, recorded  
19 October 7, 1944 as Instrument No. 10 in Book 21295 Page 399, Official  
20 Records of said County; thence northwesterly along the southwesterly line  
21 of said deed 175.95 feet to the easterly boundary of Vignes Street as  
22 described in said Parcel 1, in deed to the City of Los Angeles; thence  
23 southerly along said easterly boundary to the TRUE POINT OF BEGINNING.

24  
25 EXCEPT THEREFROM that portion of said land lying westerly of the following  
26 described line (on a different basis of bearings than the above described  
27 parcel of land):

28  
29 Commencing at a point in the centerline of Macy Street, 80 feet wide,  
30 distant thereon South  $71^{\circ} 09' 27''$  East 40.00 feet from the intersection of  
31 said centerline of Macy Street with the centerline of Vignes Street, 80  
32 feet wide, as said centerlines are shown on City of Los Angeles City

DESCRIPTION

Revised June 15, 1992

1 R-11-P1-F, B FOR PARKING ACCESS (CONTINUED)  
2 Engineer's Field Book 50062, Pages 11, 12 and 13, on file in the office of  
3 said City Engineer; thence along said centerline of Macy Street South  $71^{\circ}$   
4  $09' 27''$  East 260.70 feet to the northerly prolongation of the easterly line  
5 of Lot 5 of Tract No. 10151, as per map recorded in Book 157, Pages 45 to  
6 47 of Maps, in the office of the County Recorder of said County; thence  
7 along said prolongation South  $19^{\circ} 22' 48''$  West 50.00 feet to the  
8 northeasterly corner of said Lot 5, being a point in a line parallel with  
9 and distant 50 feet southerly, measured at right angles, from said  
10 centerline of Macy Street; thence along said parallel line North  $71^{\circ} 09'$   
11  $27''$  West 129.73 feet to the beginning of a tangent curve concave  
12 southeasterly and having a radius of 25 feet, the southwesterly terminus of  
13 said curve being a point of compound curvature with a curve concave  
14 easterly and having a radius of 1900 feet, said last mentioned curve being  
15 concentric with and distant 50 feet easterly, measured radially, from a  
16 curve having a radius of 1950 feet which passes through the point of  
17 commencement of this description and from which point of commencement a  
18 radial of said curve of radius 1950 feet bears South  $71^{\circ} 09' 27''$  East;  
19 thence southwesterly along said curve of radius 25 feet, through a central  
20 angle of  $92^{\circ} 17' 33''$  an arc distance of 40.27 feet to said point of  
21 compound curvature; thence southerly along said concentric curve of radius  
22 1900 feet, through a central angle of  $07^{\circ} 42' 27''$  an arc distance of 255.59  
23 feet to a point from which a radial of said curve bears South  $81^{\circ} 09' 27''$   
24 East; thence tangent to said curve South  $08^{\circ} 50' 33''$  West 170.87 feet to  
25 the beginning of a tangent curve, concave easterly and having a radius of  
26 25 feet, said last mentioned curve being tangent at its southeasterly  
27 terminus to a line parallel with and distant 80 feet northeasterly,  
28 measured at right angles, from the southwesterly line of Lot 1 of Tract No.  
29 11515, as per map recorded in Book 261, Pages 9 and 10 of Maps, in said  
30 office of the County Recorder; thence southerly along said last mentioned  
31 curve, through a central angle of  $56^{\circ} 57' 18''$  an arc distance of 24.85 feet  
32 to said parallel line.



DESCRIPTION

Map I (N)

Revised June 15, 1992

EASEMENT

PARCEL E-16: (R-02-PL/GL-B FOR AIR INTAKE )

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

5  
6 Commencing at the intersection of the easterly prolongation of the  
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
8 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151:  
9 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
10 northerly terminus of that certain course having a bearing and distance of  
11 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
12 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
13 Book 14076, Page 324 of Official Records, in said office of the County  
14 Recorder: thence along a westerly and southerly lines of said Parcel 3  
15 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet:  
16 thence along a line parallel with the centerline of Alameda Street, 96 feet  
17 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
18 240.67 feet: thence South  $79^{\circ} 58' 59''$  East 45.00 feet: thence South  $10^{\circ} 01'$   
19  $01''$  West 137.50 feet: thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
20 beginning of a tangent curve concave southeasterly and having a radius of  
21 80.00 feet: thence southwesterly along said curve through a central angle  
22 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
23 distant 58.92 feet westerly, measured at right angles, from the southerly  
24 prolongation of that certain course described above as having a bearing and  
25 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet": thence along said  
26 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the TRUE POINT OF  
27 BEGINNING at the beginning of a non-tangent curve concave northeasterly and  
28 having a radius of 80.00 feet, said curve being tangent at its easterly  
29 terminus to a line parallel with and distant 160.00 feet southerly,  
30 measured along said last mentioned southerly prolongation, from that  
31 certain course described above as having a bearing and distance of "North  
32  $79^{\circ} 58' 59''$  West 19.25 feet", said easterly terminus being distant 19.25

DESCRIPTION

Revised June 15, 1992

1 R-02-PL/GL-B FOR AIR INTAKE (CONTINUED)  
2 feet westerly along said parallel line from the intersection of said  
3 parallel line with said southerly prolongation: thence southeasterly along  
4 said last mentioned curve, through a central angle of  $47^{\circ} 25' 50''$  an arc  
5 distance of 24.63 feet a line parallel with and distant 19.17 feet  
6 easterly, measured at right angles, from the southerly prolongation of that  
7 certain course described above as having a bearing and distance of "South  
8  $10^{\circ} 01' 01''$  West 108.24 feet": thence along said parallel line South  $10^{\circ}$   
9  $01' 01''$  West 33.66 feet to a line having a bearing of North  $79^{\circ} 58' 59''$   
10 West which line passes through said southerly prolongation at a point  
11 distant 48.96 feet southerly along said southerly prolongation from the  
12 TRUE POINT OF BEGINNING: thence North  $79^{\circ} 58' 59''$  West 19.17 feet to said  
13 southerly prolongation: thence along said southerly prolongation North  $10^{\circ}$   
14  $01' 01''$  East 48.96 feet to said TRUE POINT OF BEGINNING.  
15  
16 The above described land being an airspace parcel the lower limit of which is  
17 a plane having an elevation of 293.0 feet, and the upper limit of which is  
18 a plane having an elevation of 326.5 feet, based on City of Los Angeles  
19 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
20 Adjustment, based on National Geodetic Datum of 1929.  
21  
22 Containing 776 square feet.

DESCRIPTION

Map 1 (M)

Revised June 15, 1992

EASEMENT

PARCEL E-15: (R-01-PL/GL-B FOR AIR INTAKE)

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

5  
6 Commencing at the intersection of the easterly prolongation of the  
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
8 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
9 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
10 northerly terminus of that certain course having a bearing and distance of  
11 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
12 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
13 Book 14076, Page 324 of Official Records, in said office of the County  
14 Recorder; thence along a westerly and southerly lines of said Parcel 3  
15 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
16 thence along a line parallel with the centerline of Alameda Street, 96 feet  
17 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
18 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
19  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
20 beginning of a tangent curve concave southeasterly and having a radius of  
21 80.00 feet; thence southwesterly along said curve through a central angle  
22 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a point in a line parallel  
23 with and distant 58.92 feet westerly, measured at right angles, from the  
24 southerly prolongation of that certain course described above as having a  
25 bearing and distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet" said last  
26 mentioned point being the TRUE POINT OF BEGINNING; thence along said  
27 parallel line North  $10^{\circ} 01' 01''$  East 48.96 feet; thence South  $79^{\circ} 58' 59''$   
28 East 19.17 feet; thence South  $10^{\circ} 01' 01''$  West 33.66 feet to an  
29 intersection with said curve described above as being concave southeasterly  
30 and having a radius of 80.00 feet; thence southwesterly along said curve,  
31 through a central angle of  $17^{\circ} 38' 14''$  an arc distance of 24.63 feet to  
32 the TRUE POINT OF BEGINNING.

DESCRIPTION

Revised June 15, 1992

1 R-01-PL/GL-B FOR AIR INTAKE (CONTINUED)  
2 The above described land being an airspace parcel the Lower limit of which is  
3 a plane having an elevation of 293.0 feet, and the upper limit of which  
4 is a plane having an elevation of 326.5 feet, based on City of Los Angeles  
5 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
6 Adjustment, based on National Geodetic Datum of 1929.  
7  
8 Containing 776 square feet.

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DESCRIPTION

Map 1 (L)

Revised June 15, 1992

EASEMENT

PARCEL E-14: (R-02-GL-A FOR EAST PORTAL STRUCTURE)

1 That portion of Lot 4 of Tract No. 10151. in the City of Los Angeles. in  
2 the County of Los Angeles. State of California. as per map recorded in Book  
3 157. Pages 45 to 47 inclusive of Maps. in the office of the County Recorder  
4 of said County. described as a whole as follows:  
5  
6 Commencing at the intersection of the easterly prolongation of the  
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
8 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151:  
9 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
10 northerly terminus of that certain course having a bearing and distance of  
11 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
12 the Highway Easement to the City of Los Angeles. recorded May 13, 1936. in  
13 Book 14076. Page 324 of Official Records. in said office of the County  
14 Recorder; thence along a westerly and southerly lines of said Parcel 3  
15 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet:  
16 thence along a line parallel with the centerline of Alameda Street. 96 feet  
17 wide. as shown on the map of said Tract No. 10151. South  $10^{\circ} 01' 01''$  West  
18 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
19  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
20 beginning of a tangent curve concave southeasterly and having a radius of  
21 80.00 feet; thence southwesterly along said curve through a central angle  
22 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a point in a line parallel  
23 with and distant 58.92 feet westerly. measured at right angles. from the  
24 southerly prolongation of that certain course described above as having a  
25 bearing and distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along  
26 said parallel line South  $10^{\circ} 01' 01''$  West 54.12 feet to the TRUE POINT OF  
27 BEGINNING; thence continuing South  $10^{\circ} 01' 01''$  West 54.12 feet to the  
28 beginning of a non-tangent curve concave northeasterly and having a radius  
29 of 80.00 feet, said curve being tangent at its easterly terminus to a line  
30 parallel with and distant 160.00 feet southerly. measured along said last  
31 mentioned southerly prolongation. from that certain course described above  
32 as having a bearing and distance of "North  $79^{\circ} 58' 59''$  West 19.25 feet".

DESCRIPTION

Revised June 15, 1992

R-02-GL-A FOR EAST PORTAL STRUCTURE (CONTINUED)

1 said easterly terminus being distant 19.25 feet westerly along said parallel  
2 line from the intersection of said parallel line with said southerly  
3 prolongation: thence northerly along said last mentioned curve, through  
4 a central angle of  $42^{\circ} 34' 10''$  an arc distance of 59.44 feet to a line  
5 bearing North  $79^{\circ} 58' 59''$  West from the TRUE POINT OF BEGINNING: thence  
6 South  $79^{\circ} 58' 59''$  East 21.08 feet to said TRUE POINT OF BEGINNING.

7  
8 The above described land being an airspace parcel the lower limit of which is  
9 a plane having an elevation of 326.5 feet, based on City of Los Angeles Bench  
10 Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment,  
11 based on National Geodetic Datum of 1929.

12  
13 Containing 483 square feet.

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## DESCRIPTION

Map I (K)

Revised June 15, 1992

## EASEMENT

PARCEL E-13: (R-01-GL-A EAST PORTAL STRUCTURE )

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
 2 the County of Los Angeles, State of California, as per map recorded in Book  
 3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder  
 4 of said County; and those portions of City Lands, in said City, County and  
 5 State, as per map recorded in Book 2, Pages 504 and 505 of said  
 6 Miscellaneous Records, described as a whole as follows:  
 7  
 8 Commencing at the intersection of the easterly prolongation of the  
 9 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
 10 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
 11 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
 12 northerly terminus of that certain course having a bearing and distance of  
 13 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
 14 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
 15 Book 14076, Page 324 of Official Records, in said office of the County  
 16 Recorder; thence along a westerly and southerly lines of said Parcel 3  
 17 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
 18 thence along a line parallel with the centerline of Alameda Street, 96 feet  
 19 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
 20 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
 21  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
 22 beginning of a tangent curve concave southeasterly and having a radius of  
 23 80.00 feet; thence southwesterly along said curve through a central angle  
 24 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a point in a line parallel  
 25 with and distant 58.92 feet westerly, measured at right angles, from the  
 26 southerly prolongation of that certain course described above as having a  
 27 bearing and distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet", said last  
 28 mentioned point being the TRUE POINT OF BEGINNING; thence along said  
 29 parallel line South  $10^{\circ} 01' 01''$  West 54.12 feet; thence North  $79^{\circ} 58' 59''$   
 30 West 21.08 feet to a point on the southerly prolongation of said curve  
 31 described above as concave southeasterly and having a radius of 80.00 feet,  
 32 a radial of said curve to said last mentioned point having a bearing of

DESCRIPTION

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1 R-01-GL-A FOR EAST PORTAL STRUCTURE (CONTINUED)  
2 North  $79^{\circ} 58' 59''$  West; thence northerly along said curve, through a  
3 central angle of  $42^{\circ} 34' 10''$  an arc distance of 59.44 feet to the TRUE  
4 POINT OF BEGINNING;  
5  
6 The above described land being an airspace parcel the Lower limit of which is  
7 a plane having an elevation of 326.5 feet, based on City of Los Angeles  
8 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
9 Adjustment, based on National Geodetic Datum of 1929.  
10  
11 Containing 483 square feet.  
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DESCRIPTION

Map I (J)

EASEMENT

Revised June 15, 1992

PARCEL E-12: (R-01-PL-B. H FOR ARCADE)

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

10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of Official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
21 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
22 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
23 Tract No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58'$   
24  $59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 137.50 feet; thence  
25 North  $79^{\circ} 58' 59''$  West 16.08 feet; thence North  $10^{\circ} 01' 01''$  East 95.24  
26 feet; thence North  $79^{\circ} 58' 59''$  West 15.06 feet; thence North  $10^{\circ} 01' 01''$   
27 East 15.00 feet; thence North  $79^{\circ} 58' 59''$  West 15.00 feet; thence North  
28  $10^{\circ} 01' 01''$  East 15.00 feet; thence North  $79^{\circ} 58' 59''$  West 15.00 feet;  
29 thence North  $10^{\circ} 01' 01''$  East 15.06 feet; thence North  $79^{\circ} 58' 59''$  West  
30 15.03 feet; thence North  $10^{\circ} 01' 01''$  East 243.07 feet to a line bearing  
31 North  $71^{\circ} 09' 27''$  West from the TRUE POINT OF BEGINNING; thence South  $71^{\circ}$   
32  $09' 27''$  East 33.56 feet to said TRUE POINT OF BEGINNING.

DESCRIPTION

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1 R-01-PL-B, H FOR ARCADE (CONTINUED)  
2 EXCEPT THEREFROM any portion of said land lying northerly of a line  
3 parallel with and distant 20 feet southerly, measured at right angles, from  
4 the southerly line of Macy Street, 80 feet wide, as shown on the map of  
5 said Tract No. 10151.  
6  
7 The above described land being an airspace parcel the Lower limit of which is  
8 a plane having an elevation of 293.0 feet, based on City of Los Angeles  
9 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
10 Adjustment, based on National Geodetic Datum of 1929.  
11  
12 Containing 11,507 square feet.  
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DESCRIPTION

Map I ①

Revised June 15, 1992

EASEMENT

PARCEL E-11: (R-02-PL-B. H FOR ARCADE & CAMPANILE )

1 That portion of Lot 4 of Tract No. 10151. in the City of Los Angeles. in  
2 the County of Los Angeles. State of California. as per map recorded in Book  
3 157. Pages 45 to 47 inclusive of Maps. in the office of the County Recorder  
4 of said County. described as a whole as follows:  
5  
6 Commencing at the intersection of the easterly prolongation of the  
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
8 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151:  
9 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
10 northerly terminus of that certain course having a bearing and distance of  
11 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
12 the Highway Easement to the City of Los Angeles. recorded May 13, 1936. in  
13 Book 14076. Page 324 of Official Records. in said office of the County  
14 Recorder: thence along a westerly and southerly lines of said Parcel 3  
15 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet:  
16 thence along a line parallel with the centerline of Alameda Street. 96 feet  
17 wide. as shown on the map of said Tract No. 10151. South  $10^{\circ} 01' 01''$  West  
18 240.67 feet: thence South  $79^{\circ} 58' 59''$  East 45.00 feet: thence South  $10^{\circ} 01'$   
19  $01''$  West 137.50 feet: thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
20 beginning of a tangent curve concave southeasterly and having a radius of  
21 80.00 feet: thence southwesterly along said curve through a central angle  
22 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
23 distant 58.92 feet westerly. measured at right angles. from the southerly  
24 prolongation of that certain course described above as having a bearing and  
25 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet": thence along said  
26 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the beginning of a  
27 non-tangent curve concave northeasterly and having a radius of 80.00 feet.  
28 said curve being tangent at its easterly terminus to a line parallel with  
29 and distant 160.00 feet southerly. measured along said last mentioned  
30 southerly prolongation. from that certain course described above as having  
31 a bearing and distance of "North  $79^{\circ} 58' 59''$  West 19.25 feet". said  
32 easterly terminus being distant 19.25 feet westerly along said parallel

DESCRIPTION

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1 R-02-PL-B. H FOR ARCADE & CAMPANILE (CONTINUED)  
2 line from the intersection of said parallel line with said southerly  
3 prolongation: thence southeasterly along said last mentioned curve. through  
4 a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to said  
5 easterly terminus: thence tangent to said curve along said last mentioned  
6 parallel line South  $79^{\circ} 58' 59''$  East 19.25 feet to said southerly  
7 prolongation and the TRUE POINT OF BEGINNING: thence along said southerly  
8 prolongation South  $10^{\circ} 01' 01''$  West 180.58 feet: thence North  $79^{\circ} 58' 59''$   
9 West 18.08 feet: thence North  $10^{\circ} 01' 01''$  East 128.04 feet: thence North  
10  $79^{\circ} 58' 59''$  West 13.58 feet: thence North  $10^{\circ} 01' 01''$  East 26.31 feet:  
11 thence South  $79^{\circ} 58' 59''$  East 13.58 feet: thence North  $10^{\circ} 01' 01''$  East  
12 25.88 feet to an intersection with that certain course described above as  
13 having a bearing and distance of "South  $79^{\circ} 58' 59''$  East 19.25 feet":  
14 thence along said certain course South  $79^{\circ} 58' 59''$  East 18.08 feet to the  
15 TRUE POINT OF BEGINNING.

16  
17 The above described land being an airspace parcel the lower limit of which is  
18 a plane having an elevation of 293.0 feet. and the upper limit of which is  
19 a plane having an elevation of 313.0 feet. based on City of Los  
20 Angeles Bench Mark No. 12-04270 having an elevation of 278.352 feet. 1980  
21 Adjustment. based on National Geodetic Datum of 1929.

22  
23 Containing 3.623 square feet.  
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## DESCRIPTION

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1 R-03-PL-D. F FOR ROADWAY (CONTINUED)

2 said curve being tangent at its easterly terminus to a line parallel with

3 and distant 160.00 feet southerly, measured along said last mentioned

4 southerly prolongation, from that certain course described above as having

5 a bearing and distance of "North 79° 58' 59" West 19.25 feet", said

6 easterly terminus being distant 19.25 feet westerly along said parallel

7 line from the intersection of said parallel line with said southerly

8 prolongation; thence southeasterly along said last mentioned curve, through

9 a central angle of 47° 25' 50" an arc distance of 66.23 feet to said

10 easterly terminus; thence tangent to said curve along said last mentioned

11 parallel line South 79° 58' 59" East 19.25 feet to said southerly

12 prolongation; thence continuing along said southerly prolongation South 10°

13 01' 01" West 364.33 feet to the TRUE POINT OF BEGINNING; thence continuing

14 South 10° 01' 01" West 63.32 feet to a point in the westerly prolongation

15 of the northerly line of the land as described in Parcel 71779-1, in the

16 Final Order of Condemnation entered in Los Angeles County Superior Court

17 Case No. C447627, a certified copy of which was recorded March 29, 1988, as

18 Instrument No. 88-422827 of said Official Records, said westerly

19 prolongation being a curve concave southerly and having a radius of 4340.00

20 feet, a radial of said curve to said point having a bearing of North 04°

21 27' 10" East; thence westerly along said curve, through a central angle of

22 00° 51' 26" an arc distance of 64.94 feet to a line parallel with and

23 distant 64.58 feet westerly, measured at right angles, from that certain

24 course described above as having a bearing and distance of "South 10° 01'

25 01" West 364.33 feet"; thence along said parallel line North 10° 01' 01"

26 East 171.38 feet; thence South 79° 58' 59" East 28.00 feet; thence North

27 10° 01' 01" East 24.33 feet; thence South 79° 58' 59" East 18.50 feet;

28 thence South 10° 01' 01" West 125.62 feet to a line bearing North 79° 58'

29 59" West from the TRUE POINT OF BEGINNING; thence South 79° 58' 59" East

30 18.08 feet to said TRUE POINT OF BEGINNING.

31

32 The above described land being an airspace parcel the lower limit of which

DESCRIPTION

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1 R-03-PL-D, F FOR ROADWAY (CONTINUED)  
2 is a sloping plane, the easterly limit of said plane at the easterly line  
3 of said parcel of land having an elevation of 293.0 feet, and the northerly  
4 limit of said plane at the northerly line of said parcel of land having an  
5 elevation of 278.7 feet, said elevations based on City of Los Angeles Bench  
6 Mark No. 12-04270 having an elevation of 278.352 feet, 1987 Adjustment,  
7 based on National Geodetic Datum of 1929, said sloping plane intending to  
8 describe a drive ramp from the Metro Bus Plaza to be constructed on what is  
9 known as Lot 4 of proposed Tract No. 51217 to the first subterranean level  
10 of parking to be constructed below said Lot 4.  
11  
12 Containing 9.463 square feet.

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DESCRIPTION

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1 R-03-PL-B. H FOR ARCADE (CONTINUED)  
2 said curve being tangent at its easterly terminus to a line parallel with  
3 and distant 160.00 feet southerly, measured along said last mentioned  
4 southerly prolongation, from that certain course described above as having  
5 a bearing and distance of "North 79° 58' 59" West 19.25 feet", said  
6 easterly terminus being distant 19.25 feet westerly along said parallel  
7 line from the intersection of said parallel line with said southerly  
8 prolongation: thence southeasterly along said last mentioned curve, through  
9 a central angle of 47° 25' 50" an arc distance of 66.23 feet to said  
10 easterly terminus: thence tangent to said curve along said last mentioned  
11 parallel line South 79° 58' 59" East 19.25 feet to said southerly  
12 prolongation: thence continuing along said southerly prolongation South 10°  
13 01' 01" West 180.58 feet to the TRUE POINT OF BEGINNING: thence continuing  
14 South 10° 01' 01" West 183.75 feet: thence North 79° 58' 59" West 18.08  
15 feet: thence North 10° 01' 01" East 183.75 feet: thence South 79° 58' 59"  
16 East 18.08 feet to the TRUE POINT OF BEGINNING.  
17  
18 The above described land being an airspace parcel, the lower limit of which is  
19 a plane having an elevation of 293.0 feet, and the upper limit of which is  
20 a plane having an elevation of 313.0 feet, based on City of Los Angeles  
21 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
22 Adjustment, based on National Geodetic Datum of 1929.  
23  
24 Containing 3.323 square feet.  
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DESCRIPTION

Map 1 (H)

EASEMENT

Revised June 15, 1992

PARCEL E-10: (R-03-PL-D, F FOR ROADWAY )

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
2 the County of Los Angeles, State of California, as per map recorded in Book  
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder  
4 of said County; those portions of Block "D" of the Subdivision of the  
5 Aliso Tract, in said City, County and State, as per map recorded in Book 4,  
6 Pages 17 and 13 of Miscellaneous Records, in said office of the County  
7 Recorder; and those portions of City Lands, in said City, County and State,  
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
9 Records, described as a whole as follows:  
10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of Official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
21 thence along a line parallel with the centerline of Alameda Street, 96 feet  
22 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
24  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
25 beginning of a tangent curve concave southeasterly and having a radius of  
26 80.00 feet; thence southwesterly along said curve through a central angle  
27 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
28 distant 58.92 feet westerly, measured at right angles, from the southerly  
29 prolongation of that certain course described above as having a bearing and  
30 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said  
31 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the beginning of a  
32 non-tangent curve concave northeasterly and having a radius of 80.00 feet.



DESCRIPTION

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1 R-10-PL-D,E FOR ROADWAY (CONTINUED)  
2 through a central angle of  $02^{\circ} 04' 55''$  an arc distance of 159.28 feet  
3 to said easterly line of Parcel 1 of the deed to Maier Brewing  
4 Co.; thence along said easterly line South  $04^{\circ} 59' 29''$  East 44.29 feet to  
5 the TRUE POINT OF BEGINNING.  
6  
7 The above described land being an airspace parcel the lower limit of which  
8 is a sloping plane, the easterly limit of said plane at the easterly line  
9 of said parcel having an elevation of street level, as said street level  
10 will be determined by the proposed realignment of Vignes Street, and the  
11 westerly limit of said plane at the westerly line of said parcel having an  
12 elevation of 293.0 feet, said elevations, based on City of Los Angeles  
13 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
14 Adjustment, based on National Geodetic Datum of 1929.  
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16  
17 Containing 16,546 square feet  
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DESCRIPTION

Map I ©

EASEMENT  
PARCEL E-9: ( R-03-PL-B. N FOR ARCADE )

Revised June 15, 1992

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
2 the County of Los Angeles, State of California, as per map recorded in Book  
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder  
4 of said County; those portions of Block "D" of the Subdivision of the  
5 Aliso Tract, in said City, County and State, as per map recorded in Book 4,  
6 Pages 12 and 13 of Miscellaneous Records, in said office of the County  
7 Recorder; and those portions of City Lands, in said City, County and State,  
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
9 Records, described as a whole as follows:

10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
21 thence along a line parallel with the centerline of Alameda Street, 96 feet  
22 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01'$   
24  $01''$  West 137.50 feet; thence North  $79^{\circ} 58' 59''$  West 19.25 feet to the  
25 beginning of a tangent curve concave southeasterly and having a radius of  
26 80.00 feet; thence southwesterly along said curve through a central angle  
27 of  $47^{\circ} 25' 50''$  an arc distance of 66.23 feet to a line parallel with and  
28 distant 58.92 feet westerly, measured at right angles, from the southerly  
29 prolongation of that certain course described above as having a bearing and  
30 distance of "South  $10^{\circ} 01' 01''$  West 137.50 feet"; thence along said  
31 parallel line South  $10^{\circ} 01' 01''$  West 108.24 feet to the beginning of a  
32 non-tangent curve concave northeasterly and having a radius of 80.00 feet.

DESCRIPTION

Map I (F)

EASEMENT

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PARCEL E-8:

(R-10-PL-D,E FOR ROADWAY)

1 Those portions of Blocks "C" and "D" of the Subdivision of the Aliso Tract,  
2 in the City of Los Angeles, in the County of Los Angeles, State of  
3 California, as per map recorded in Book 4, Pages 12 and 13 of Miscellaneous  
4 Records in the office of the County Recorder of said County, described as a  
5 whole as follows:  
6  
7 Commencing at the intersection of the easterly prolongation of the southerly  
8 line of Lot "A" of Tract No. 10151, in said City, County and State, as per  
9 map recorded in Book 157, Pages 45 to 47 of Maps, in said Recorder's  
10 office, with the centerline of Avila Street, 60 feet wide, as shown on the  
11 map of said Tract No. 10151; thence along said prolongation South  $71^{\circ} 09' 27''$   
12 East 39.24 feet to the northerly terminus of that certain course having  
13 a bearing and distance of "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as  
14 described in Parcel 3 of the Highway Easement to the City of Los Angeles,  
15 recorded May 13, 1936, in Book 14076, Page 324 of official Records, in said  
16 office of the County Recorder; thence along a westerly and southerly lines  
17 of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$   
18 East 10.86 feet; thence along a line parallel with the centerline of  
19 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
20 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00  
21 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet to Point "A" for purposes of  
22 this description; thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  
23  $10^{\circ} 01' 01''$  East 13.75 feet; thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a  
24 point in the westerly line of the land as described in Parcel 1 of the deed  
25 to the City of Los Angeles recorded December 28, 1945, in Book 22651, Page  
26 63 of Official Records, in said office of the County Recorder, being a  
27 curve concave westerly and having a radius of 1000.00 feet, a radial of  
28 said curve to said point having a bearing of South  $65^{\circ} 11' 07''$  East;  
29 thence southerly along said curve, through a central angle of  $04^{\circ} 46' 57''$   
30 an arc distance of 83.47 feet to an intersection with a line parallel with  
31 and distant 90 feet westerly, measured at right angles, from that certain  
32 course having a bearing and distance of "South  $21^{\circ} 36' 27''$  West 259.84 feet"

DESCRIPTION

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R-10-PL-D.E FOR ROADWAY (CONTINUED)

1 in the easterly line of said Parcel 1 of the last mentioned deed to the City  
2 of Los Angeles; thence along said parallel line South 21° 29' 15" West  
3 28.23 feet to the beginning of a tangent curve concave easterly and having  
4 a radius of 400.00 feet, said curve being tangent at its southerly terminus  
5 to the northerly prolongation of that certain course having a bearing and  
6 distance of "North 05° 09' 26" West 83.12 feet" in the easterly line of the  
7 land as described in Parcel 1 of the deed to Maier Brewing Co., recorded  
8 August 14, 1964, as Instrument No. 5697, in Book D2591, Page 55 of said  
9 official Records; thence southerly along said last mentioned curve,  
10 through a central angle of 26° 38' 24" an arc distance of 185.98 feet to  
11 said northerly prolongation; thence along said prolongation South 05° 09'  
12 09" East 187.29 feet to the southerly terminus of said certain course;  
13 thence continuing along the easterly line of said Parcel 1 of the deed to  
14 Maier Brewing Co., South 04° 59' 28" East 209.00 feet to the northeasterly  
15 corner of the land as described in Parcel 71780 (Amended) in the Final  
16 Order of Condemnation entered in Los Angeles County Superior Court Case No.  
17 C447627, a certified copy of which was recorded March 29, 1988, as  
18 Instrument No. 88-422827 of said official Records, said northeasterly  
19 corner being the TRUE POINT OF BEGINNING; thence westerly along the  
20 northerly line of said Parcel 71780 (Amended) and its westerly  
21 prolongation, being a curve concave southerly and having a radius of  
22 4340.00 feet, from a radial bearing North 08° 55' 59" East to said  
23 northeasterly corner, through a central angle of 04° 28' 49" an arc  
24 distance of 339.35 feet to a line bearing South 10° 01' 01" West from said  
25 hereinbefore described Point "A"; thence along said last mentioned line  
26 North 10° 01' 01" East 63.32 feet to a point distant 616.83 feet southerly  
27 along said last mentioned line from said Point "A"; thence South 79° 58'  
28 59" East 168.08 feet; thence South 10° 01' 01" West 7.16 feet a point on  
29 a curve concentric with and distant 43 feet northerly, measured radially,  
30 from that certain curve described above as concave southerly and having  
31 a radius of 4340.00 feet; thence easterly along said curve, from a  
32 radial bearing South 06° 42' 42" West from said last mentioned point.

DESCRIPTION

Map I (E)

Revised June 15, 1992

EASEMENT

PARCEL E-7:

(R-10-PL/P1-B, FOR ARCADE )

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
 2 the County of Los Angeles, State of California, as per map recorded  
 3 in Book 157, Pages 45 to 47 inclusive of Maps, in the office of the County  
 4 Recorder of said County; those portions of Blocks "C" and "D" of the  
 5 Subdivision of the Aliso Tract, in said City, County and State, as per map  
 6 recorded in Book 4, Pages 12 and 13 of said Miscellaneous Records; those  
 7 portions of the Subdivision of the Ballesteros Vineyard Tract, in said  
 8 City, County and State, as per map recorded in Book 1, Pages 505 and 506 of  
 9 said Miscellaneous Records; and those portions of City Lands, in said City,  
 10 County and State, as per map recorded in Book 2, Pages 504 and 505 of said  
 11 Miscellaneous Records, described as a whole as follows:

12  
 13 Commencing at the intersection of the easterly prolongation of the  
 14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
 15 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
 16 thence along said prolongation South 71° 09' 27" East 39.24 feet to the  
 17 northerly terminus of that certain course having a bearing and distance of  
 18 "South 18° 56' 50" West 3.00 feet" in the land as described in Parcel 3 of  
 19 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
 20 Book 14076, Page 324 of Official Records, in said office of the County  
 21 Recorder; thence along a westerly and southerly lines of said Parcel 3  
 22 South 18° 50' 33" West 3.00 feet and South 71° 09' 27" East 10.86 feet;  
 23 thence along a line parallel with the centerline of Alameda Street, 96 feet  
 24 wide, as shown on the map of said Tract No. 10151, South 10° 01' 01" West  
 25 240.67 feet; thence South 79° 58' 59" East 45.00 feet; thence South  
 26 10° 01' 01" West 45.00 feet to Point "A" for purposes of this description;  
 27 thence South 79° 58' 59" East 150.00 feet; thence South 10° 01' 01" West  
 28 342.58 feet to the TRUE POINT OF BEGINNING; thence continuing South 10° 01'  
 29 01" West 274.25 feet; thence South 79° 58' 59" East 18.08 feet; thence  
 30 North 10° 01' 01" East 227.17 feet; thence South 79° 58' 59" East 11.08  
 31 feet; thence North 10° 01' 01" East 18.17 feet; thence North 79° 58' 59'  
 32 West 11.08 feet; thence North 10° 01' 01" East 14.92 feet to Point "B" for

DESCRIPTION

Revised June 15, 1992

1 R-10-PL/P1-B,N FOR ARCADE (CONTINUED)  
2 purposes of this description in a line parallel with and distant 14.00 feet  
3 southerly, measured at right angles, from a line bearing South  $79^{\circ} 58' 59''$   
4 East from the TRUE POINT OF BEGINNING; thence along said parallel line  
5 South  $79^{\circ} 58' 59''$  East 88.83 feet to an intersection with the northerly  
6 prolongation of that certain course having a bearing and distance of "North  
7  $05^{\circ} 09' 26''$  West 83.12 feet" in the easterly line of the land as described  
8 in Parcel 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as  
9 Instrument No. 5697, in Book D2591, Page 55 of said Official Records:  
10 thence along said prolongation North  $05^{\circ} 05' 09''$  West 14.50 feet to said  
11 line bearing South  $79^{\circ} 58' 59''$  East from the TRUE POINT OF BEGINNING;  
12 thence along said line North  $79^{\circ} 58' 59''$  West 103.12 feet to said TRUE  
13 POINT OF BEGINNING.

14  
15 The above described land being an airspace parcel the lower limit of the  
16 easterly portion of which is a sloping plane, the easterly limit of said  
17 sloping plane at the most easterly line of said parcel having an elevation  
18 of street level, as said street level will be determined by the proposed  
19 realignment of Vignes Street, and the westerly limit of said sloping plane  
20 at a line bearing North  $10^{\circ} 01' 01''$  East from said Point "B" having an  
21 elevation of 293.0 feet; the lower limit of the westerly portion of said  
22 airspace parcel is a horizontal plane having an elevation of 293.0 feet,  
23 said westerly portion is bounded easterly by said line bearing North  $10^{\circ}$   
24  $01' 01''$  East from said Point "B"; and the upper limit of said airspace  
25 parcel is a horizontal plane having an elevation of 313.0 feet, based on  
26 City of Los Angeles Bench Mark No. 12-04270 having an elevation of  
27 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

28  
29 Containing 6.377 square feet.  
30  
31  
32

DESCRIPTION

Map 1 (O)  
Map 2 (O)

Revised June 15, 1992

EASEMENT  
PARCELS E-5 (R-07.08-PL/P1-F FOR PARKING ACCESS )  
& E-6

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
2 the County of Los Angeles, State of California, as per map recorded  
3 in Book 157, Pages 45 to 47 inclusive of Maps, in the office of the County  
4 Recorder of said County; and those portions of City Lands, in said City,  
5 County and State, as per map recorded in Book 2, Pages 504 and 505 of said  
6 Miscellaneous Records, described as a whole as follows:

7  
8 Commencing at the intersection of the easterly prolongation of the  
9 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
10 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
11 thence along said prolongation South 71° 09' 27" East 39.24 feet to the  
12 northerly terminus of that certain course having a bearing and distance of  
13 "South 18° 56' 50" West 3.00 feet" in the land as described in Parcel 3 of  
14 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
15 Book 14076, Page 324 of Official Records, in said office of the County  
16 Recorder; thence along a westerly and southerly lines of said Parcel 3  
17 South 18° 50' 33" West 3.00 feet and South 71° 09' 27" East 10.86 feet;  
18 thence along a line parallel with the centerline of Alameda Street, 96 feet  
19 wide, as shown on the map of said Tract No. 10151, South 10° 01' 01" West  
20 240.67 feet; thence South 79° 58' 59" East 45.00 feet; thence South  
21 10° 01' 01" West 45.00 feet; thence South 79° 58' 59" East 150.00 feet;  
22 thence South 10° 01' 01" West 271.54 feet to the TRUE POINT OF BEGINNING;  
23 thence continuing South 10° 01' 01" East 40.00 feet; thence South 79° 58'  
24 59" East 94.70 feet to the northerly prolongation of that certain course  
25 having a bearing and distance of "North 05° 09' 26" West 83.12 feet" in the  
26 easterly line of the land as described in Parcel 1 of the deed to Maier  
27 Brewing Co., recorded August 14, 1964, as Instrument No. 5697, in Book  
28 D2591, Page 55 of said Official Records; thence along said prolongation  
29 North 05° 05' 09" West 34.91 feet to the beginning of a tangent curve,  
30 concave easterly and having a radius of 400.00 feet, the northerly terminus  
31 of said curve being a point of tangency in a line parallel with and distant  
32 90 feet westerly, measured at right angles, from that certain course having

DESCRIPTION

Revised June 15, 1992

1 R-07.08-PL/P1-F FOR PARKING ACCESS (CONTINUED)  
2 a bearing and distance of "South 21° 36' 27" West 259.84 feet" in the  
3 easterly line of the land described in Parcel 1 of the Grant Deed to the  
4 City of Los Angeles recorded December 28, 1945, in Book 22651, Page 63, of  
5 Official Records of said County; thence northerly along said curve, through  
6 a central angle of 00° 56' 01" an arc distance of 6.52 feet to a line  
7 parallel with and distant 40.00 feet northerly, measured at right angles,  
8 from that certain course described above as having a bearing and distance  
9 of "South 79° 58' 59" East 94.70 feet"; thence along said parallel line  
10 North 79° 58' 59" West 83.92 feet to the TRUE POINT OF BEGINNING.

11  
12 The above described land being an airspace parcel the lower limit of which  
13 is a sloping plane, the easterly limit of said plane at the easterly line of  
14 said parcel having an elevation of street level, as said street level will  
15 be determined by the proposed realignment of Vignes Street, and the  
16 westerly limit of said plane at the westerly line of said parcel having an  
17 elevation of 278.7 feet, said elevations based on City of Los Angeles Bench  
18 Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment, based  
19 on National Geodetic Datum of 1929.

20  
21 Containing 3.571 square feet  
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## DESCRIPTION

Revised June 15, 1992

1 R-07.08-PL/P1-E FOR PLAZA ACCESS - PARCEL 2 (CONTINUED)

2 Commencing at the intersection of the easterly prolongation of the

3 southerly line of Lot "A" of said Tract No. 10151 with the centerline of

4 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;

5 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the

6 northerly terminus of that certain course having a bearing and distance of

7 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of

8 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in

9 Book 14076, Page 324 of Official Records, in said office of the County

10 Recorder; thence along a westerly and southerly lines of said Parcel 3

11 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;

12 thence along a line parallel with the centerline of Alameda Street, 96 feet

13 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West

14 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South

15  $10^{\circ} 01' 01''$  West 45.00 feet; thence South  $79^{\circ} 58' 59''$  East 150.00 feet;

16 thence South  $10^{\circ} 01' 01''$  West 311.54 feet; to the TRUE POINT OF BEGINNING;

17 thence continuing South  $10^{\circ} 01' 01''$  West 31.04 feet; thence South  $79^{\circ} 58'$

18  $59''$  East 103.12 feet to an intersection with the northerly prolongation

19 of that certain course having a bearing and distance of "North  $05^{\circ} 09' 26''$

20 West 83.12 feet" in the easterly line of the land as described in Parcel 1

21 of the deed to Maier Brewing Co., recorded August 14, 1964, as Instrument

22 No. 5697, in Book D2591, Page 55 of said Official Records; thence along

23 said prolongation North  $05^{\circ} 05' 09''$  West 32.16 feet to a line parallel with

24 and distant 31.04 feet northerly, measured at right angles, from that

25 certain course described above as having a bearing and distance of "South

26  $79^{\circ} 58' 59''$  East 103.12 feet"; thence along said parallel line North  $79^{\circ}$

27  $58' 59''$  West 94.70 feet to the TRUE POINT OF BEGINNING.

28

29 The above described land being an airspace parcel the lower limit of which

30 is a sloping plane, the easterly limit of said plane at the easterly line of

31 said parcel having an elevation of street level, as said street level will

32 be determined by the proposed realignment of Vignes Street, and the

DESCRIPTION

Revised June 15, 1992

1 R-07.08-PL/P1-E FOR PLAZA ACCESS - PARCEL 2 (CONTINUED)  
2 westerly limit of said plane at the westerly line of said parcel having an  
3 elevation of 293.0 feet, said elevations based on city of Los Angeles  
4 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
5 Adjustment, based on National Geodetic Datum of 1929.  
6  
7 Containing 3,070 square feet  
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DESCRIPTION

Map 1 ©  
Map 2 ©

EASEMENT Revised June 15, 1992  
PARCELS E-3 (R-07.08-PL/P1-E FOR PLAZA ACCESS )  
& E-4:

1 PARCEL 1  
2 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
3 the County of Los Angeles, State of California, as per map recorded  
4 in Book 157, Pages 45 to 47 inclusive of Maps, in the office of the County  
5 Recorder of said County; and those portions of City Lands, in said City,  
6 County and State, as per map recorded in Book 2, Pages 504 and 505 of said  
7 Miscellaneous Records, described as a whole as follows:  
8  
9 Commencing at the intersection of the easterly prolongation of the  
10 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
11 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
12 thence along said prolongation South 71° 09' 27" East 39.24 feet to the  
13 northerly terminus of that certain course having a bearing and distance of  
14 "South 18° 56' 50" West 3.00 feet" in the land as described in Parcel 3 of  
15 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
16 Book 14076, Page 324 of Official Records, in said office of the County  
17 Recorder; thence along a westerly and southerly lines of said Parcel 3  
18 South 18° 50' 33" West 3.00 feet and South 71° 09' 27" East 10.86 feet;  
19 thence along a line parallel with the centerline of Alameda Street, 96 feet  
20 wide, as shown on the map of said Tract No. 10151, South 10° 01' 01" West  
21 240.67 feet; thence South 79° 58' 59" East 45.00 feet; thence South  
22 10° 01' 01" West 45.00 feet; thence South 79° 58' 59" East 150.00 feet;  
23 thence South 10° 01' 01" West 243.54 feet to the TRUE POINT OF BEGINNING;  
24 thence continuing South 10° 01' 01" West 28.00 feet; thence South 79° 58'  
25 59" East 83.92 feet to an intersection with a curve, concave easterly and  
26 having a radius of 400.00 feet, the northerly terminus of said curve being  
27 a point of tangency in a line parallel with and distant 90 feet westerly,  
28 measured at right angles, from that certain course having a bearing and  
29 distance of "South 21° 36' 27" West 259.84 feet" in the easterly line of  
30 the land described in Parcel 1 of the Grant Deed to the City of Los Angeles  
31 recorded December 28, 1945, in Book 22651, Page 63, of Official Records of  
32 said County, and the southerly terminus of said curve being a point of

## DESCRIPTION

Revised June 15, 1992

1 R-07.08-PL/P1-E FOR PLAZA ACCESS - PARCEL 1 (CONTINUED)  
2 tangency in the northerly prolongation of that certain course having a  
3 bearing and distance of "North 05° 09' 26" West 83.12 feet" in the easterly  
4 line of the land as described in Parcel 1 of the deed to Maier Brewing Co.,  
5 recorded August 14, 1964, as Instrument No. 5697, in Book D2591, Page 55 of  
6 said Official Records, a radial of said curve to said intersection having a  
7 bearing of South 85° 46' 52" West; thence northerly along said curve,  
8 through a central angle of 04° 06' 14" an arc distance of 28.65 feet to a  
9 line parallel with and distant 28.00 feet northerly, measured at right  
10 angles, from that certain course described above as having a bearing and  
11 distance of "South 79° 58' 59" East 83.92 feet"; thence along said parallel  
12 line North 79° 58' 59" West 77.87 feet to the TRUE POINT OF BEGINNING.

13  
14 The above described land being an airspace parcel the lower limit of which  
15 is a sloping plane, the easterly limit of said plane at the easterly line of  
16 said parcel having an elevation of street level, as said street level will  
17 be determined by the proposed realignment of Vignes Street, and the  
18 westerly limit of said plane at the westerly line of said parcel having an  
19 elevation of 293.0 feet, said elevations based on City of Los Angeles  
20 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
21 Adjustment, based on National Geodetic Datum of 1929.

22  
23 Containing 2.260 square feet

24  
25  
26 PARCEL 2

27 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in  
28 the County of Los Angeles, State of California, as per map recorded  
29 in Book 157, Pages 45 to 47 inclusive of Maps, in the office of the County  
30 Recorder of said County; and those portions of City Lands, in said City,  
31 County and State, as per map recorded in Book 2, Pages 504 and 505 of said  
32 Miscellaneous Records, described as a whole as follows:

DESCRIPTION

Revised June 15, 1992

1 R-08-PL/P1-B. H FOR ARCADE (CONTINUED)  
2 December 28, 1945. in Book 22651. Page 63. of Official Records of said  
3 County, and the southerly terminus of said curve being a point of tangency  
4 in the northerly prolongation of that certain course having a bearing and  
5 distance of "North 05° 09' 26" West 83.12 feet" in the easterly line of the  
6 land as described in Parcel 1 of the deed to Maier Brewing Co., recorded  
7 August 14, 1964. as Instrument No. 5697. in Book D2591. Page 55 of said  
8 Official Records. a radial of said curve to said intersection having a  
9 bearing of South 89° 53' 06" West; thence northerly along said curve,  
10 through a central angle of 02° 28' 08" an arc distance of 17.24 feet to a  
11 line parallel with and distant 17.03 feet northerly, measured at right  
12 angles. from that certain course described above as having a bearing and  
13 distance of "South 79° 58' 59" East 77.87 feet"; thence along said parallel  
14 line North 79° 58' 59" West 57.12 feet to Point "A" for purposes of this  
15 description in a line parallel with and distant 18.03 feet easterly, measured  
16 at right angles. from that certain course described above as having a bearing  
17 and distance of "South 10° 01' 01" West 257.29 feet"; thence along said last  
18 mentioned parallel line North 10° 01' 01" East 168.02 feet; thence South 79°  
19 58' 59" East 11.08 feet; thence North 10° 01' 01" East 18.17 feet; thence North  
20 79° 59' 58" West 11.08 feet; thence North 10° 01' 01" East 54.08 feet to a line  
21 bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING; thence North  
22 79° 58' 59" West 18.08 feet to said TRUE POINT OF BEGINNING.  
23  
24 The above described land being an airspace parcel the lower limit of the  
25 easterly portion of which is a sloping plane. the easterly limit of said  
26 sloping plane at the most easterly line of said parcel having an elevation of  
27 street level. as said street level will be determined by the proposed  
28 realignment of Vignes Street. and the westerly limit of said sloping plane at a  
29 line bearing South 10° 01' 01" West from said Point "A" having an elevation of  
30 293.0 feet; the lower limit of the westerly portion of said airspace parcel is  
31 a horizontal plane having an elevation of 293.0 feet. said westerly portion is  
32 bounded easterly by said line bearing South 10° 01' 01" West from said Point

DESCRIPTION

Revised June 15, 1992

1 R-08-PL/P1-B, H FOR ARCADE (CONTINUED)  
2 "A"; and the upper limit of said airspace parcel is a horizontal plane having  
3 an elevation of 313.0 feet, all elevations based on City of Los Angeles  
4 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980  
5 Adjustment, based on National Geodetic Datum of 1929.  
6  
7 Containing 5,848 square feet.

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DESCRIPTION

Revised June 15, 1992

1 R-11-PL-F.B FOR PARKING ACCESS (CONTINUED)  
2 The above described land being an airspace parcel the lower limit of which  
3 is a plane having an elevation of street level, and the upper limit of  
4 which is a plane having an elevation 20 feet above street level, based on  
5 City of Los Angeles Bench Mark No. 12-04270 having an elevation of 278.352  
6 feet, 1980 Adjustment, based on National Geodetic Datum of 1929, as said  
7 street level will be determined by the proposed realignment of Vignes  
8 Street, the easterly line of which street is the line described in the  
9 EXCEPTION paragraph above.  
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11 Containing 9.596 square feet  
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DESCRIPTION

Map I (B)

EASEMENT

Revised June 15, 1992

PARCEL E-2: (R-08-PL/P1-B, N FOR ARCADE)

1 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
2 Dec'd. in the City of Los Angeles, in the County of Los Angeles, State of  
3 California, as per map recorded in Book 34, Page 90 of Miscellaneous  
4 Records, in the office of the County Recorder of said County; that portion  
5 of Lot 4 of Tract No. 10151, in said City, County and State, as per map  
6 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
7 Office; and those portions of City Lands, in said City, County and State,  
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
9 Records, described as a whole as follows:  
10  
11 Commencing at the intersection of the easterly prolongation of the  
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
14 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
15 northerly terminus of that certain course having a bearing and distance of  
16 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
18 Book 14076, Page 324 of Official Records, in said office of the County  
19 Recorder; thence along a westerly and southerly lines of said Parcel 3  
20 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet;  
21 thence along a line parallel with the centerline of Alameda Street, 96 feet  
22 wide, as shown on the map of said Tract No. 10151, South  $10^{\circ} 01' 01''$  West  
23 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ}$   
24  $01' 01''$  West 45.00 feet; thence South  $75^{\circ} 58' 59''$  East 150.00 feet;  
25 thence North  $10^{\circ} 01' 01''$  East 13.75 feet to the TRUE POINT OF BEGINNING;  
26 thence South  $10^{\circ} 01' 01''$  West 257.29 feet; thence South  $79^{\circ} 58' 59''$  East  
27 77.87 feet to an intersection with a curve, concave easterly and having a  
28 radius of 400.00 feet, the northerly terminus of said curve being a point  
29 of tangency in a line parallel with and distant 90 feet westerly, measured  
30 at right angles, from that certain course having a bearing and distance of  
31 "South  $21^{\circ} 36' 27''$  West 259.84 feet" in the easterly line of the land  
32 described in Parcel 1 of the Grant Deed to the City of Los Angeles recorded



DESCRIPTION

Map 1 (A)

EASEMENT

Revised June 26, 1992

PARCEL E-1: (R-11-PL-F.B FOR PARKING ACCESS )

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

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

24  
25 EXCEPT THEREFROM that portion of said land lying westerly of the following  
26 described line (on a different basis of bearings than the above described  
27 parcel of land):

28  
29 Commencing at a point in the centerline of Macy Street, 80 feet wide,  
30 distant thereon South  $71^{\circ} 09' 27''$  East 40.00 feet from the intersection of  
31 said centerline of Macy Street with the centerline of Vignes Street, 80  
32 feet wide, as said centerlines are shown on City of Los Angeles City

## DESCRIPTION

Revised June 15, 1992

1 R-11-PL-F.B FOR PARKING ACCESS (CONTINUED)  
2 Engineer's Field Book 50062, Pages 11, 12 and 13, on file in the office of  
3 said City Engineer; thence along said centerline of Macy Street South  $71^{\circ}$   
4  $09' 27''$  East 260.70 feet to the northerly prolongation of the easterly line  
5 of Lot 5 of Tract No. 10151, as per map recorded in Book 157, Pages 45 to  
6 47 of Maps, in the office of the County Recorder of said County; thence  
7 along said prolongation South  $19^{\circ} 22' 48''$  West 50.00 feet to the  
8 northeasterly corner of said Lot 5, being a point in a line parallel with  
9 and distant 50 feet southerly, measured at right angles, from said  
10 centerline of Macy Street; thence along said parallel line North  $71^{\circ} 09'$   
11  $27''$  West 129.73 feet to the beginning of a tangent curve concave  
12 southeasterly and having a radius of 25 feet, the southwesterly terminus of  
13 said curve being a point of compound curvature with a curve concave  
14 easterly and having a radius of 1900 feet, said last mentioned curve being  
15 concentric with and distant 50 feet easterly, measured radially, from a  
16 curve having a radius of 1950 feet which passes through the point of  
17 commencement of this description and from which point of commencement a  
18 radial of said curve of radius 1950 feet bears South  $71^{\circ} 09' 27''$  East;  
19 thence southwesterly along said curve of radius 25 feet, through a central  
20 angle of  $92^{\circ} 17' 33''$  an arc distance of 40.27 feet to said point of  
21 compound curvature; thence southerly along said concentric curve of radius  
22 1900 feet, through a central angle of  $07^{\circ} 42' 27''$  an arc distance of 255.59  
23 feet to a point from which a radial of said curve bears South  $81^{\circ} 09' 27''$   
24 East; thence tangent to said curve South  $08^{\circ} 50' 33''$  West 170.87 feet to  
25 the beginning of a tangent curve, concave easterly and having a radius of  
26 25 feet, said last mentioned curve being tangent at its southeasterly  
27 terminus to a line parallel with and distant 80 feet northeasterly,  
28 measured at right angles, from the southwesterly line of Lot 1 of Tract No.  
29 11515, as per map recorded in Book 261, Pages 9 and 10 of Maps, in said  
30 office of the County Recorder; thence southerly along said last mentioned  
31 curve, through a central angle of  $56^{\circ} 57' 18''$  an arc distance of 24.85 feet  
32 to said parallel line.

## DESCRIPTION

Revised June 18, 1992

## PARCEL 8 AFTER ADJUSTMENT (CONTINUED)

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

DESCRIPTION

Revised June 15, 1992

1 PARCEL B AFTER ADJUSTMENT (CONTINUED)  
2 from said Point "A"; thence South 79° 58' 59" East 150.00 feet; thence  
3 North 10° 01' 01" East 630.58 feet to the TRUE POINT OF BEGINNING.  
4  
5 EXCEPTING THEREFROM the interest of the State of California that would  
6 pass with legal conveyance of the land as described in Parcel 2 (Amended)  
7 in the Final Order of Condemnation entered in Los Angeles County Superior  
8 Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in  
9 Book 51718, Page 358 of Official Records of said County.  
10  
11 Containing 85.293 square feet.  
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DESCRIPTION

Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)  
2 prolongation South  $10^{\circ} 01' 01''$  West 33.63 feet to said TRUE POINT OF  
3 BEGINNING.  
4  
5 Containing 214,037 square feet  
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DESCRIPTION

Revised June 15, 1992

PARCEL B: (PARCEL B AFTER ADJUSTMENT)

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

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

DESCRIPTION

Revised March 6, 1992

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

DESCRIPTION

Revised March 6, 1992

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



## DESCRIPTION

Revised March 6, 1992

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

22  
23 Containing 104.091 square feet.

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## DESCRIPTION

Revised March 6, 1992

## PARCEL A: (PARCEL A AFTER ADJUSTMENT)

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

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

DESCRIPTION

Revised March 6, 1992

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

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Containing 90.180 square feet

DESCRIPTION

Revised March 6, 1992

PARCEL D: (PARCEL D AFTER ADJUSTMENT)

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

14  
15 Commencing at the intersection of the easterly prolongation of the southerly  
16 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
17 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
18 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
19 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
20 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
21 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of  
22 Official Records, in said office of the County Recorder; thence along a  
23 westerly and southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet  
24 and South  $71^{\circ} 09' 27''$  East 10.85 feet; thence along a line parallel with the  
25 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
26 No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East  
27 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet to the TRUE POINT OF  
28 BEGINNING; thence continuing South  $10^{\circ} 01' 01''$  West 92.50 feet; thence North  
29  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve concave  
30 southeasterly and having a radius of 80.00 feet; thence southwesterly along  
31 said curve through a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23  
32 feet to a line parallel with and distant 58.92 feet westerly, measured at

EXHIBIT (ESTATE OR INTEREST)

A FEE AS TO PARCELS C AND D AS MORE FULLY DESCRIBED BELOW.

EXCLUSIVE EASEMENTS AS PARCELS E-1 THROUGH E-29 AS GRANTED IN PARAGRAPH 2.01 OF THAT CERTAIN "PUBLIC TRANSIT USE AGREEMENT" REFERENCED IN SCHEDULE B, PARAGRAPH 27 AND AS MORE FULLY DEFINED AND DESCRIBED BELOW.

EASEMENTS OVER IN AND BENEATH THE SURFACE OF PARCELS A AND B, AS MORE FULLY DESCRIBED AS EASEMENT PARCELS F-1 AND F-2.

DESCRIPTION

Revised March 6, 1992

PARCEL C: (PARCEL C AFTER ADJUSTMENT)

1 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
2 Dec'd. in City of Los Angeles, in the County of Los Angeles, State of  
3 California, as per map recorded in Book 34, Page 90 of Miscellaneous  
4 Records, in the office of the County Recorder of said County; those  
5 portions of the Peschke Tract, in said City, County and State, as per map  
6 recorded in Book 31, Page 45 of said Miscellaneous Records; that portion  
7 of Lot 5 of Tract No. 10151, in said City, County and State, as per map  
8 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
9 Office; and those portions of City Lands, in said City, County and State,  
10 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
11 Records, described as a whole as follows:

12  
13 Commencing at the intersection of the easterly prolongation of the  
14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
15 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
16 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
17 northerly terminus of that certain course having a bearing and distance of  
18 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
19 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
20 Book 14076, Page 324 of Official Records, in said office of the County  
21 Recorder; thence along a westerly and southerly lines of said Parcel 3  
22 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
23 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
24 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
25 Tract No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  
26  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet;  
27 thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01' 01''$  East  
28 13.75 feet; thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the  
29 westerly line of the land as described in Parcel 1 of the deed to the City  
30 of Los Angeles recorded December 28, 1945, in Book 22651, Page 63 of  
31 Official Records, in said office of the County Recorder being a curve  
32 concave westerly and having a radius of 1000.00 feet, a radial of said

AMERICAN LAND TITLE ASSOCIATION  
OWNER'S POLICY FORM B-1970  
(Amended 10-17-70)

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

*Richard L. Molla*  
President



By:

*Thomas J. Adams*  
Secretary

**IMPORTANT**

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the real estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

## SCHEDULE A

Policy No: 9201512 - 64  
Premium: 7,130.00

Amount of Insurance: \$11,500,000.00

Date of Policy: July 7, 1992 at 2:21 PM

1. Name of Insured:

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, A CALIFORNIA PUBLIC CORPORATION

2. The estate or interest in the land which is covered by this policy is:

SEE ATTACHED EXHIBIT - ESTATE OR INTEREST

3. Title to the estate or interest in the land is vested in:

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, A CALIFORNIA PUBLIC CORPORATION.

4. The land referred to in this policy is situated in the State of California, County of LOS ANGELES and is described as follows:

SEE ATTACHED DESCRIPTION

This Policy valid only if Schedule B is attached.



American Land Title Association  
Owner's Policy Form B—1970  
(Amended 10-17-70)

POLICY  
OF  
TITLE  
INSURANCE



CHICAGO  
TITLE INSURANCE  
COMPANY  
111 West Washington Street  
Chicago, IL 60602

Form No. 3607

CONDITIONS AND STIPULATIONS (Continued)

**10. APPORTIONMENT**  
If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

**11. SUBROGATION UPON PAYMENT OR SETTLEMENT**  
Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy but the Company, in that event, shall be required to pay only that part of losses insured against hereunder which shall exceed the amount, if any, of the amount of subrogation.

**12. LIABILITY LIMITED TO THIS POLICY**  
This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**13. NOTICES, WHERE SENT**  
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company  
Claims Department  
111 West Washington Street  
Chicago, Illinois 60602

Attached to and forming a part

Policy No. 009201512 64

Issued by

CHICAGO TITLE INSURANCE COMPANY

Dated: \_\_\_\_\_

The Company assures the Insured that said land is the same as that delineated on the plat of a survey and the computer generated maps made by Mollenhauer, Higashi & Moore, Inc. on \_\_\_\_\_ and updated on \_\_\_\_\_, designated job number 15861 which is attached hereto and made a part hereof.

The Company hereby insures said Assured against loss which said Assured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the exclusions from coverage, schedules, conditions and stipulations therein, except as modified by the provisions hereof.

CHICAGO TITLE INSURANCE COMPANY

By: 

\_\_\_\_\_  
Authorized Signatory

CLTA Form 116.1

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

### 3. DEFENSE AND PROSECUTION OF ACTIONS—NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

### 4. NOTICE OF LOSS—LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

### 5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

### 6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

### 7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

### 8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

### 9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

107.2 (M)

Attached to and forming a part of

Policy No. 009201512 64

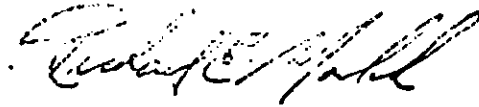
Issued by

CHICAGO TITLE INSURANCE COMPANY

DATED AS OF THE DATE OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

THE COMPANY DOES HEREBY AGREE, SUBJECT ONLY TO PAYMENT OF THE APPROPRIATE ADDITIONAL PREMIUM(S) FOR SUCH INCREASED AMOUNTS, TO INCREASE THE FACE AMOUNT OF SAID POLICY, IN AMOUNTS NOT TO EXCEED THE VALUE OF THE LAND AND IMPROVEMENTS LOCATED THEREON, FROM TIME TO TIME DURING THE DEVELOPMENT OF SAID LAND AND IMPROVEMENTS, EFFECTIVE AS OF THE DATE OF SAID POLICY.

CHICAGO TITLE INSURANCE COMPANY



\_\_\_\_\_  
AUTHORIZED SIGNATORY

107.2 (MODIFIED)

SPECIAL

Attached to and forming a part of

Policy No. 009201512 64

Issued by

CHICAGO TITLE INSURANCE COMPANY

The Company hereby insures against loss or damage which said Insured shall sustain by reason of

any final court order or judgment, requiring the removal from said land, or the relocation thereon, of any existing improvements, or any future improvements, or any portion of either, or requiring the payment of damages, in lieu of any such removal, on the basis that, at Date of Policy, the owner of any easement described in Paragraph No. 13 of Schedule B has the right to use said land for the purpose of using or maintaining said easement, provided that the insured has not discovered evidence of such easement (other than a claim of right to such easement made after the Date of Policy) prior to the earlier to occur of (1) the commencement of an action by the party asserting the right of such easement, and (2) the completion of construction of improvements in the area of such easement commenced after the Date of Policy.

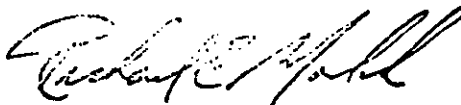
Construction of improvements shall be deemed completed when either (a) an independent architect certifies to Chicago Title that erection of steel for the first floor above grade of such improvements is completed, or (b) if the improvements are primarily subterranean in nature, an independent architect certifies to the Company that all of the structural steel or structural concrete to be incorporated into such improvements has been so incorporated.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

CHICAGO TITLE INSURANCE COMPANY

By:



Authorized Signatory

10. APPOINTMENT  
If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

#### 11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the amount of such insured claimant in any transaction or litigation involving such rights or remedies. All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company  
Claims Department  
111 West Washington Street  
Chicago, Illinois 60602

#### 12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

#### 13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company  
Claims Department  
111 West Washington Street  
Chicago, Illinois 60602

proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy but the Company, in that event, shall be required to pay only that part of a loss incurred against hereunder which shall exceed the amount, if any, to the Company by reason of the impairment of the right of subrogation.

American Land Title Association  
Owner's Policy Form B—1970  
(Amended 10-17-70)

# POLICY OF TITLE INSURANCE



CHICAGO  
TITLE INSURANCE  
COMPANY  
111 West Washington Street  
Chicago, IL 60602

Order No. : 9134036

Insured : Catellus Development Corporation, a Delaware corporation

Agency :

### PERSONAL UNDERTAKING (INDEMNITY AGREEMENT)

WHEREAS, CHICAGO TITLE INSURANCE COMPANY (the Company) is about to issue its title insurance policies to the above named insured upon the following described real estate (either directly or through its agent):

See Exhibit "A"

AND, WHEREAS, the Company, in its examination of the title to said real estate, has raised as exceptions to such title the following matters:

See Exhibit "B"

AND, WHEREAS, the Company has been requested to issue such policies without taking exception to said matters, (or if they are excepted) to insure against certain loss caused thereby, whether by ENDORSEMENT or otherwise;

AND, WHEREAS, the Company may hereafter in the ordinary course of its business issue another policy or other policies in the form or forms now or then commonly used by the Company, insuring in the manner set forth above.

NOW, THEREFORE, in consideration of the issuance of said title insurance policy, the undersigned covenants and agrees with the Company (1) to forever fully protect, defend and save harmless the Company from and against the above mentioned matters; (2) to forever fully protect, defend and save harmless the Company from any and all loss, costs, damages, attorneys' and solicitors' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason, or in consequence of or growing out of said matters, or any of them, or on account of the assertion or enforcement, or attempted assertion or enforcement thereof, or of any rights existing or hereafter arising, or which at any time be claimed to exist under or by reason, or in consequence of or growing out of said matters or of any of them; (3) to defend at undersigned's own costs and charges in behalf of and for the protection of the Company and of the parties insured, or who may be insured, against loss by it under its said title insurance policy or policies (but without prejudice to the right of the Company to defend at the reasonable expense of the undersigned if it so elects) any and every suit, action or proceeding in which any such matters may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to said real estate, or any part thereof, or interest therein; (4) that each and every provision hereof shall extend to and be in force concerning any and every other title insurance policy or policies which the Company may at any time or times hereafter issue, insuring against loss by reason of such matters in the manner described above; (5) to reimburse the Company for reasonable attorney's fees and other costs of enforcing this agreement.

The Company shall have the right at any time hereafter, when it shall deem it necessary or expedient, in its reasonable discretion and upon prior written notice to the undersigned to pay, discharge, satisfy or remove from the title to said real estate the said matters or any of them and the undersigned covenant and agree to pay to the Company all amounts reasonably expended on demand.

In case such matters are removed from the title to said real estate (other than by the Company) to the reasonable satisfaction of the Company, then the above obligation to be void, otherwise to remain in full force and virtue.

This Undertaking shall also run in favor of any agent of the Company, if one is named above.

THE UNDERSIGNED EXECUTES THIS AGREEMENT BECAUSE OF THE BENEFITS DIRECTLY AND INDIRECTLY ACCRUING TO IT BY REASON OF THE ISSUANCE OF SAID POLICIES.

IN WITNESS WHEREOF, this instrument has been executed June 30, 1992  
Date

Southern California Rapid Transit District,  
a public corporation

(Seal)

By: Arthur T. Leaky

Its:

Address \_\_\_\_\_

## EXHIBIT "A"

## PARCEL A AFTER ADJUSTMENT

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

12  
 13 Commencing at the intersection of the easterly prolongation of the  
 14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
 15 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151:  
 16 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
 17 northerly terminus of that certain course having a bearing and distance of  
 18 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
 19 the Highway Easement to the City of Los Angeles. recorded May 13. 1936. in  
 20 Book 14076. Page 324 of Official Records. in said office of the County  
 21 Recorder: thence along a westerly and southerly lines of said Parcel 3  
 22 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
 23 the TRUE POINT OF BEGINNING: thence along a line parallel with the  
 24 centerline of Alameda Street. 96 feet wide. as shown on the map of said  
 25 Tract No. 10151. South  $10^{\circ} 01' 01''$  West 240.67 feet: thence South  $79^{\circ} 59'$   
 26  $59''$  East 45.00 feet: thence South  $10^{\circ} 01' 01''$  West 137.60 feet: thence  
 27 North  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve  
 28 concave southeasterly and having a radius of 80.00 feet: thence  
 29 southwesterly along said curve through a central angle of  $47^{\circ} 25' 50''$  an  
 30 arc distance of 66.23 feet to a line parallel with and distant 58.92 feet  
 31  
 32



Revised March 6, 1992


1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

2 westerly, measured at right angles, from the southerly prolongation of  
3 that certain course described above as having a bearing and distance of  
4 "South 10° 01' 01" West 137.50 feet"; thence along said parallel line  
5 South 10° 01' 01" West 108.24 feet to the beginning of a non-tangent curve  
6 concave northeasterly and having a radius of 80.00 feet, said curve being  
7 tangent at its easterly terminus to a line parallel with and distant  
8 160.00 feet southerly, measured along said last mentioned southerly  
9 prolongation, from that certain course described above as having a bearing  
10 and distance of "North 79° 58' 59" West 19.25 feet", said easterly  
11 terminus being distant 19.25 feet westerly along said parallel line from  
12 the intersection of said parallel line with said southerly prolongation;  
13 thence southeasterly along said last mentioned curve, through a central  
14 angle of 47° 28' 50" an arc distance of 66.23 feet to said easterly  
15 terminus; thence tangent to said curve along said last mentioned parallel  
16 line South 79° 58' 59" East 19.25 feet to said southerly prolongation;  
17 thence continuing along said southerly prolongation South 10° 01' 01" West  
18 427.65 feet to a point in the westerly prolongation of the northerly line  
19 of the land as described in Parcel 71779-1, in the Final Order of  
20 Condemnation entered in Los Angeles County Superior Court Case No.  
21 C447627, a certified copy of which was recorded March 29, 1988, as  
22 Instrument No. 88-422827 of said Official Records, said westerly  
23 prolongation being a curve concave southerly and having a radius of  
24 4340.00 feet, a radial of said curve to said point having a bearing of  
25 North 04° 27' 10" East; thence westerly along said curve, through a  
26 central angle of 00° 32' 36" an arc distance of 41.16 feet to the westerly  
27 line of the land as described in the deed to the City of Los Angeles,  
28 recorded April 12, 1937, in Book 14851, Page 261 of said Official Records;  
29 thence along said westerly line South 08° 49' 27" West 9.93 feet to the  
30 northeasterly corner of the land as described in Parcel 71955-1 (Amended)  
31 in the Final Order of Condemnation entered in Los Angeles County Superior  
32

Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

2 Court Case No. C416021, a certified copy of which was recorded March 11,  
3 1987, as Instrument No. 87-366265 of said Official Records; thence  
4 westerly along the northerly line of said Parcel 71855-1(Amended), being a  
5 curve concave southerly and having a radius of 4330.00 feet, from a radial  
6 bearing North  $03^{\circ} 53' 26''$  East to said northeasterly corner, through a  
7 central angle of  $03^{\circ} 19' 55''$  an arc distance of 251.81 feet to an  
8 intersection with the most southerly west line of said Lot 4 of Tract No.  
9 10151 or its southerly prolongation; thence along said last mentioned  
10 prolongation and/or along said most southerly west line North  $12^{\circ} 45' 41''$   
11 East 382.05 feet to an angle point in the westerly boundary of said Lot 4;  
12 thence continuing along the westerly boundary of said Lot 4 North  $10^{\circ} 26'$   
13  $24''$  East 175.31 feet to an angle point in said westerly boundary; thence  
14 continuing along said westerly boundary North  $18^{\circ} 43' 18''$  East 225.62 feet  
15 to the north-westerly corner of said Lot 4; thence along the most northerly  
16 line of said Lot 4 and its easterly prolongation South  $70^{\circ} 38' 67''$  East  
17  $67.99$  feet to the southerly prolongation of said centerline of Avila  
18 street; thence along said prolongation and said centerline North  $26^{\circ} 25'$   
19  $23''$  East 276.76 feet to the easterly prolongation of the northerly line of  
20 said Lot "A" of Tract No. 10151, said last mentioned northerly line being  
21 the southerly line of Macy Street, 60 feet wide, as shown on the map of  
22 said Tract No. 10151; thence along said last mentioned prolongation South  
23  $71^{\circ} 09' 27''$  East 30.26 feet to the north-westerly line of Lot 5 of said  
24 Subdivision of a Part of the Estate of Yncario Avila Dec'd, said  
25 north-westerly line being the southeasterly line of said Avila Street, 60  
26 feet wide, as shown on the map of said Tract No. 10151; thence along said  
27 north-westerly line North  $26^{\circ} 25' 23''$  East 20.41 feet to the north-westerly  
28 corner of said Lot 5; thence along the northerly line of said Lot 5 South  
29  $71^{\circ} 09' 27''$  East 10.65 feet to an intersection with the northerly  
30 prolongation of that certain course having a bearing of South  $10^{\circ} 01' 01''$   
31 West which passes through the TRUE POINT OF BEGINNING; thence along said  
32

LAND SURVEYORS  CIVIL ENGINEERS  
411 West Fifth Street, Los Angeles, California 90013  
Phone (213) 624-2861

Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

2 prolongation South 10° 01' 01" West 33.63 feet to said TRUE POINT OF  
3 BEGINNING.

4  
5 Containing 214.037 square feet  
6  
7

8 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
9 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
10 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.  
11  
12  
13  
14



15  
16  
17  
18  
19  
20  
21 *Robert L. Mollenhauer*  
22

23 Robert L. Mollenhauer, PLS No. 2996  
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31 THIS DESCRIPTION  
32 PREPARED BY ELPUS  
CHECKED M. J. H. M.  
TYPED ELP  
COMPARED M. J. H. M.

## EXHIBIT "A"

## PARCEL B AFTER ADJUSTMENT

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

14  
 15 Commencing at the intersection of the easterly prolongation of the southerly  
 16 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street.  
 17 60 feet wide. as shown on the map of said Tract No. 10151: thence along said  
 18 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
 19 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
 20 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
 21 City of Los Angeles. recorded May 13. 1935. in Book 14076. Page 324 of Official  
 22 Records. in said office of the County Recorder: thence along a westerly and  
 23 southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ}$   
 24  $09' 27''$  East 10.86 feet: thence along a line parallel with the centerline of  
 25 Alameda Street. 96 feet wide. as shown on the map of said Tract No. 10151.  
 26 South  $10^{\circ} 01' 01''$  West 240.67 feet: thence South  $79^{\circ} 58' 59''$  East 45.00 feet:  
 27 thence South  $10^{\circ} 01' 01''$  West 45.00 feet to Point "A" for purposes of this  
 28 description: thence South  $79^{\circ} 58' 59''$  East 150.00 feet: thence North  $10^{\circ} 01'$   
 29  $01''$  East 13.75 feet to the TRUE POINT OF BEGINNING: thence South  $79^{\circ} 58' 59''$   
 30 East 109.89 feet to a point in the westerly line of the land as described in  
 31 Parcel 1 of the deed to the City of Los Angeles recorded December 26. 1945. in  
 32 Book 22551. Page 63 of Official Records. in said office of the County Recorder.

Revised June 15, 1992

PARCEL 3 AFTER ADJUSTMENT (CONTINUED)

1 being a curve concave westerly and having a radius of 1000.00 feet, a  
2 radial of said curve to said point having a bearing of South 65° 11' 07"  
3 East; thence southerly along said curve, through a central angle of 04°  
4 46' 57" an arc distance of 83.47 feet to an intersection with a line  
5 parallel with and distant 80 feet westerly, measured at right angles, from  
6 the easterly line of said Parcel 1 of the last mentioned deed to the City  
7 of Los Angeles; thence along said parallel line South 21° 29' 15" West  
8 28.23 feet to the beginning of a tangent curve concave easterly and having  
9 a radius of 400.00 feet, said curve being tangent at its southerly  
10 terminus to the northerly prolongation of that certain course having a  
11 bearing and distance of "North 06° 09' 26" West 83.12 feet" in the  
12 easterly line of the land as described in Parcel 1 of the deed to Maier  
13 Brewing Co., recorded August 14, 1964, as Instrument No. 5697, in Book  
14 D2591, Page 55 of said Official Records; thence southerly along said last  
15 mentioned curve, through a central angle of 26° 38' 24" an arc distance of  
16 185.98 feet to said northerly prolongation; thence along said  
17 prolongation South 05° 09' 09" East 167.29 feet to the southerly terminus  
18 of said certain course; thence continuing along the easterly line of said  
19 Parcel 1 of the deed to Maier Brewing Co., South 04° 59' 28" East 209.00  
20 feet to the northeasterly corner of the land as described in Parcel 71780  
21 (Amended) in the Final Order of Condemnation entered in Los Angeles County  
22 Superior Court Case No. C447627, a certified copy of which was recorded  
23 March 29, 1988, as Instrument No. 88-422827 of said Official Records;  
24 thence westerly along the northerly line of said Parcel 71780 (Amended)  
25 being a curve concave southerly and having a radius of 4340.00 feet, from  
26 a radial bearing North 08° 35' 59" East to said northeasterly corner,  
27 through a central angle of 04° 28' 49" an arc distance of 339.35 feet to a  
28 line bearing South 10° 01' 01" West from said hereinbefore described Point  
29 "A"; thence along said last mentioned line North 10° 01' 01" East 63.32  
30 feet to a point distant 616.83 feet southerly along said last mentioned line  
31  
32

Revised June 15, 1992

1 PARCEL B AFTER ADJUSTMENT (CONTINUED)

2 from said Point "A"; thence South 75° 58' 59" East 150.00 feet; thence  
3 North 10° 01' 01" East 630.58 feet to the TRUE POINT OF BEGINNING.

4  
5 EXCEPTING THEREFROM the interest of the State of California that would  
6 pass with legal conveyance of the land as described in Parcel 2 (Amended)  
7 in the Final Order of Condemnation entered in Los Angeles County Superior  
8 Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in  
9 Book 51718, Page 358 of Official Records of said County.

10  
11 Containing 85,293 square feet.

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



25  
26 Robert L. Mollenhauer

27 Robert L. Mollenhauer, PLS No. 2996

28  
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30  
31  
32

THIS DESCRIPTION	
PREPARED BY	<u>RLM</u>
CHECKED	<u>MTL</u>
TYPED	<u>RLM</u>
COMPALED	<u>RLM</u>

Exhibit "B"

45. COVENANTS, CONDITIONS AND RESTRICTIONS (DELETING THEREFROM ANY RESTRICTIONS BASED ON RACE, COLOR OR CREED) AS SET FORTH IN THE DOCUMENT

RECORDED: JUNE 26, 1991 AS INSTRUMENT NO. 91-966449

SAID INSTRUMENT, AMONG OTHER THINGS, PROVIDES CITY AND DISTRICT AGREE TO MAKE A GOOD FAITH EFFORT TO MINIMIZE OR MITIGATE THE ENVIRONMENTAL IMPACTS OF METRO RAIL IMPROVEMENTS AND OPERATIONS ON THE SUBJECT PARCELS IN CONFORMANCE WITH THE APPLICABLE PROVISIONS, FROM THE "LOS ANGELES RAPID TRANSIT PROJECT - METRO RAIL ENVIRONMENTAL IMPACT STATEMENT" DATED DECEMBER 1983, AS AMENDED, SUBJECT TO THE ADDITIONAL PROVISIONS CONTAINED HEREINAFTER (SEE COMPLETE DOCUMENTS FOR OTHER TERMS).

Order No. 9134056

## INDEMNITY AGREEMENT

THIS AGREEMENT, made and entered into this 50th day of June, 1992, between Southern California Rapid Transit District, a public corporation ("Indemnitor") and Chicago Title Insurance Company ("Chicago Title").

## WITNESSETH:

WHEREAS, the Indemnitor has requested Chicago Title to issue its policies of title insurance insuring an interest in or title to that certain real property in the County of Los Angeles, State of California, described in Exhibit A attached hereto (the "Property").

WHEREAS, Indemnitor intends to acquire fee title to the Property, and

WHEREAS, Indemnitor intends to convey the Property, some or all of which is not yet owned in fee by Indemnitor by reason of the title exception identified as Exhibit B attached hereto (the "Title Exception") to Catellus Development Corporation, a Delaware corporation ("Developer") prior to completion of acquisition of fee title by Indemnitor; and

WHEREAS, Indemnitor has requested Chicago Title to issue policies of title insurance in favor of Developer and Developer's lender(s) showing fee title to the Property in Developer; and

WHEREAS, Chicago Title is unwilling to issue such policies in the manner requested without this Agreement; and

WHEREAS, Indemnitor has offered to indemnify Chicago Title if Chicago Title will insure against loss which may result from the issuance of such policies in the manner requested, and

WHEREAS, Indemnitor recognizes that Chicago Title, in the normal course of its business, may be asked to issue additional policies in the future which will afford the named insureds in those policies the same protection.

NOW THEREFORE, to induce Chicago Title to issue its policies insuring an interest in or title to the Property, which policies will, in consideration of this Agreement and at the request of Indemnitor, indemnify the named insureds against loss which may result from the fact that Developer does not yet own in fee the title to certain (or all) of the Property because of the Title Exception, the Indemnitor hereby indemnifies and agrees to hold Chicago Title harmless from all liability, loss or damages of any nature, including reasonable attorneys' fees and expenses incurred



in enforcing this Agreement, which Chicago Title may sustain resulting from the issuance, either now or in the future, or policies of title insurance which indemnify the named insureds in the policies against loss that may result from the fact that, because of the Title Exception, the Developer does not yet own in fee the title to certain (or all) of the Property. Indemnitor shall have no liability hereunder for loss Chicago Title may incur arising out of any failure in title not attributable to the Title Exception.

Indemnitor further agrees to acquire fee title to the property referred to above within one year from the date of this Agreement or as soon as reasonably possible thereafter.

Indemnitor further agrees to record or cause to be recorded such deeds as may be delivered to Indemnitor conveying some or all of the fee title to Indemnitor.

Indemnitor agrees that Chicago Title may, at its discretion, report to its proposed insured the existence of the matters set forth in this Agreement, including the status and condition of the title. If the insurance which Chicago Title shall make available to its proposed insured is not satisfactory to its proposed insured, Chicago Title shall be under no obligation to issue such a policy of title insurance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Southern California Rapid Transit District,  
a public corporation

By: Arthur T. Leahy

Its: Gm Pr Temporal

## EXHIBIT "A"

## PARCEL A AFTER ADJUSTMENT

1 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
 2 Dec'd. in City of Los Angeles. in the County of Los Angeles. State of  
 3 California. as per map recorded in Book 34. Page 90 of Miscellaneous  
 4 Records. in the office of the County Recorder of said County; that portion  
 5 of Lot 4 of Tract No. 10151. in said City. County and State. as per map  
 6 recorded in Book 157. Pages 48 to 47 inclusive of Maps. in said Recorder's  
 7 Office; those portions of Block "D" of the Subdivision of the Aliso Tract.  
 8 in said City. County and State. as per map recorded in Book 4. Pages 12  
 9 and 13 of said Miscellaneous Records; and those portions of City Lands. in  
 10 said City. County and State. as per map recorded in Book 2. Pages 504 and  
 11 505 of said Miscellaneous Records. described as a whole as follows:

12  
 13 Commencing at the intersection of the easterly prolongation of the  
 14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
 15 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151;  
 16 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
 17 northerly terminus of that certain course having a bearing and distance of  
 18 "South  $16^{\circ} 55' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
 19 the Highway Easement to the City of Los Angeles. recorded May 13. 1936. in  
 20 Book 14076. Page 324 of Official Records. in said office of the County  
 21 Recorder; thence along a westerly and southerly lines of said Parcel 3  
 22 South  $16^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
 23 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
 24 centerline of Alameda Street. 86 feet wide. as shown on the map of said  
 25 Tract No. 10151. South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58'$   
 26  $59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 137.50 feet; thence  
 27 North  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve  
 28 concave southeasterly and having a radius of 80.00 feet; thence  
 29 southwesterly along said curve through a central angle of  $47^{\circ} 25' 50''$  an  
 30 arc distance of 66.23 feet to a line parallel with and distant 58.92 feet  
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## MOLLENHAUER, HIGASHI &amp; MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS


411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised March 6, 1992

## 1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

2 westerly, measured at right angles, from the southerly prolongation of  
3 that certain course described above as having a bearing and distance of  
4 "South 10° 01' 01" West 137.50 feet"; thence along said parallel line  
5 South 10° 01' 01" West 106.24 feet to the beginning of a non-tangent curve  
6 concave northeasterly and having a radius of 80.00 feet, said curve being  
7 tangent at its easterly terminus to a line parallel with and distant  
8 160.00 feet southerly, measured along said last mentioned southerly  
9 prolongation, from that certain course described above as having a bearing  
10 and distance of "North 79° 58' 59" West 19.25 feet", said easterly  
11 terminus being distant 19.25 feet westerly along said parallel line from  
12 the intersection of said parallel line with said southerly prolongation;  
13 thence southeasterly along said last mentioned curve, through a central  
14 angle of 47° 25' 50" an arc distance of 66.23 feet to said easterly  
15 terminus; thence tangent to said curve along said last mentioned parallel  
16 line South 79° 58' 59" East 19.25 feet to said southerly prolongation;  
17 thence continuing along said southerly prolongation South 10° 01' 01" West  
18 427.65 feet to a point in the westerly prolongation of the northerly line  
19 of the land as described in Parcel 71779-1, in the Final Order of  
20 Condemnation entered in Los Angeles County Superior Court Case No.  
21 0447627, a certified copy of which was recorded March 29, 1988, as  
22 Instrument No. 88-422827 of said Official Records, said westerly  
23 prolongation being a curve concave southerly and having a radius of  
24 4340.00 feet, a radial of said curve to said point having a bearing of  
25 North 04° 27' 10" East; thence westerly along said curve, through a  
26 central angle of 00° 32' 36" an arc distance of 41.16 feet to the westerly  
27 line of the land as described in the deed to the City of Los Angeles,  
28 recorded April 12, 1937, in Book 14861, Page 261 of said Official Records;  
29 thence along said westerly line South 08° 49' 27" West 8.93 feet to the  
30 northeasterly corner of the land as described in Parcel 71955-1 (Amended)  
31 in the Final Order of Condemnation entered in Los Angeles County Superior  
32

MOLLENHAUER, HIGASHI & MOORE, INC.  
 LAND SURVEYORS.  CIVIL ENGINEERS  
 411 West Fifth Street, Los Angeles, California 90013  
 Phone (213) 824-2661  
 Revised March 6, 1992

## 1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

2 Court Case No. C416021, a certified copy of which was recorded March 11,  
 3 1987, as Instrument No. 87-386265 of said Official Records; thence  
 4 westerly along the northerly line of said Parcel 71985-1 (Amended), being a  
 5 curve concave southerly and having a radius of 4330.00 feet, from a radial  
 6 bearing North  $03^{\circ} 53' 26''$  East to said northeasterly corner, through a  
 7 central angle of  $03^{\circ} 19' 55''$  an arc distance of 251.81 feet to an  
 8 intersection with the most southerly west line of said Lot 4 of Tract No.  
 9 10151 or its southerly prolongation; thence along said last mentioned  
 10 prolongation and/or along said most southerly west line North  $12^{\circ} 49' 41''$   
 11 East 382.05 feet to an angle point in the westerly boundary of said Lot 4;  
 12 thence continuing along the westerly boundary of said Lot 4 North  $10^{\circ} 26'$   
 13  $24''$  East 178.31 feet to an angle point in said westerly boundary; thence  
 14 continuing along said westerly boundary North  $18^{\circ} 43' 18''$  East 225.62 feet  
 15 to the northwesterly corner of said Lot 4; thence along the most northerly  
 16 line of said Lot 4 and its easterly prolongation South  $70^{\circ} 38' 57''$  East  
 17 67.99 feet to the southerly prolongation of said centerline of Avila  
 18 Street; thence along said prolongation and said centerline North  $26^{\circ} 25'$   
 19  $23''$  East 176.76 feet to the easterly prolongation of the northerly line of  
 20 said Lot "A" of Tract No. 10151, said last mentioned northerly line being  
 21 the southerly line of Macy Street, 80 feet wide, as shown on the map of  
 22 said Tract No. 10151; thence along said last mentioned prolongation South  
 23  $71^{\circ} 09' 27''$  East 30.26 feet to the northwesterly line of Lot 5 of said  
 24 Subdivision of a Part of the Estate of Ynario Avila-Dec'd, said  
 25 northwesterly line being the southeasterly line of said Avila Street, 80  
 26 feet wide, as shown on the map of said Tract No. 10151; thence along said  
 27 northwesterly line North  $26^{\circ} 25' 23''$  East 20.41 feet to the northwesterly  
 28 corner of said Lot 5; thence along the northerly line of said Lot 5 South  
 29  $71^{\circ} 09' 27''$  East 10.65 feet to an intersection with the northerly  
 30 prolongation of that certain course having a bearing of South  $10^{\circ} 01' 01''$   
 31 West which passes through the TRUE POINT OF BEGINNING; thence along said  
 32

MOLLENHAUER CIGASHI & MOORE, INC.

LAND SURVEYORS CIVIL ENGINEERS

411 West 7th Street, Los Angeles, California 90013

Phone (213) 624-2861

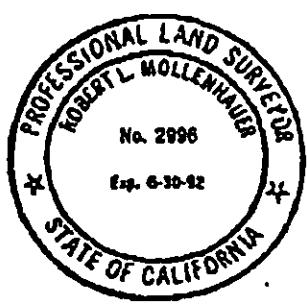
Revised March 6, 1992

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PARCEL A AFTER ADJUSTMENT (CONTINUED)  
prolongation South 10° 01' 01" West 33.63 feet to said TRUE POINT OF  
BEGINNING.

Containing 214.037 square feet

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



*Robert L. Mollenhauer*

Robert L. Mollenhauer, PLS No. 2996

THIS DESCRIPTION  
PREPARED BY LA/PLS  
CHECKED LA/PLS  
TYPED LA/PLS  
COMPARED LA/PLS

## EXHIBIT "A"

## PARCEL B AFTER ADJUSTMENT

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

14  
 15 Commencing at the intersection of the easterly prolongation of the southerly  
 16 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
 17 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
 18 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
 19 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
 20 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
 21 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official  
 22 Records, in said office of the County Recorder; thence along a westerly and  
 23 southerly line of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ}$   
 24  $09' 27''$  East 10.86 feet; thence along a line parallel with the centerline of  
 25 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
 26 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet;  
 27 thence South  $10^{\circ} 01' 01''$  West 45.00 feet to Point "A" for purposes of this  
 28 description; thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01'$   
 29  $01''$  East 13.75 feet to the TRUE POINT OF BEGINNING; thence South  $79^{\circ} 58' 59''$   
 30 East 109.89 feet to a point in the westerly line of the land as described in  
 31 Parcel 1 of the deed to the City of Los Angeles recorded December 28, 1946, in  
 32 Book 22651, Page 63 of Official Records, in said office of the County Recorder.

MOLLENHAUER, HAYASHI &amp; MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2441

Revised June 15, 1992

## PARCEL B AFTER ADJUSTMENT (CONTINUED)

1 being a curve concave westerly and having a radius of 1000.00 feet, a  
 2 radial of said curve to said point having a bearing of South  $55^{\circ} 11' 07''$   
 3 East; thence southerly along said curve, through a central angle of  $04^{\circ}$   
 4  $46' 57''$  an arc distance of 83.47 feet to an intersection with a line  
 5 parallel with and distant 90 feet westerly, measured at right angles, from  
 6 the easterly line of said Parcel 1 of the last mentioned deed to the City  
 7 of Los Angeles; thence along said parallel line South  $21^{\circ} 29' 15''$  West  
 8 28.23 feet to the beginning of a tangent curve concave easterly and having  
 9 a radius of 400.00 feet, said curve being tangent at its southerly  
 10 terminus to the northerly prolongation of that certain course having a  
 11 bearing and distance of "North  $05^{\circ} 09' 26''$  West 83.12 feet" in the  
 12 easterly line of the land as described in Parcel 1 of the deed to Maier  
 13 Brewing Co., recorded August 14, 1964, as Instrument No. 5697, in Book  
 14 D2591, Page 55 of said Official Records; thence southerly along said last  
 15 mentioned curve, through a central angle of  $28^{\circ} 38' 24''$  an arc distance of  
 16 185.98 feet to said northerly prolongation; thence along said  
 17 prolongation South  $05^{\circ} 09' 09''$  East 187.29 feet to the southerly terminus  
 18 of said certain course; thence continuing along the easterly line of said  
 19 Parcel 1 of the deed to Maier Brewing Co., South  $04^{\circ} 58' 28''$  East 209.00  
 20 feet to the northeasterly corner of the land as described in Parcel 71780  
 21 (Amended) in the Final Order of Condemnation entered in Los Angeles County  
 22 Superior Court Case No. C447627, a certified copy of which was recorded  
 23 March 29, 1968, as Instrument No. 88-422827 of said Official Records;  
 24 thence westerly along the northerly line of said Parcel 71780 (Amended)  
 25 being a curve concave southerly and having a radius of 4340.00 feet, from  
 26 a radial bearing North  $08^{\circ} 55' 59''$  East to said northeasterly corner,  
 27 through a central angle of  $04^{\circ} 28' 49''$  an arc distance of 339.35 feet to a  
 28 line bearing South  $10^{\circ} 01' 01''$  West from said heretofore described Point  
 29 "A"; thence along said last mentioned line North  $10^{\circ} 01' 01''$  East 65.32  
 30 feet to a point distant 616.83 feet southerly along said last mentioned line  
 31  
 32

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS CIVIL ENGINEERS

411 West 7th Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised June 15, 1992

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PARCEL B AFTER ADJUSTMENT (CONTINUED)

from said Point "A": thence South 79° 58' 59" East 150.00 feet; thence North 10° 01' 01" East 630.58 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the interest of the State of California that would pass with legal conveyance of the land as described in Parcel 2 (Amended) in the Final Order of Condemnation entered in Los Angeles County Superior Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in Book 51718, Page 358 of Official Records of said County.

Containing 85.293 square feet.

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



*Robert L. Mollenhauer*

Robert L. Mollenhauer, PLS No. 2996

THIS DESCRIPTION  
PREPARED BY RLM  
CHECKED RLM  
TYPED RLM  
COMPAKED RLM



EXHIBIT "B"

Any right, title, or interest of the City of Los Angeles under that certain deed recorded December 28, 1945 in Book 22651, Page 63, Official Records, Los Angeles County, California, insofar as it relates to the property described in Exhibit "B-1" attached hereto.

PARCEL 1:

THOSE PORTIONS OF LOTS 4 AND 5 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 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF RAMIREZ STREET (FORMERLY KNOWN AS RAMIREZ STREET EXTENSION, 60.00 FEET WIDE) AS SHOWN AND DEDICATED ON MAP OF SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA, DECEASED, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 34 PAGE 90 OF MISCELLANEOUS RECORDS, IN SAID RECORDER'S OFFICE, TOGETHER WITH THOSE PORTIONS OF THE SUBDIVISION OF THE ALISO TRACT, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 4 PAGES 12 AND 13 OF MISCELLANEOUS RECORDS, IN SAID RECORDER'S OFFICE; TOGETHER WITH THOSE PORTIONS OF THE SUBDIVISION OF THE BALLESTEROS VINEYARD TRACT, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 1 PAGES 505 AND 506 OF MISCELLANEOUS RECORDS, IN SAID RECORDER'S OFFICE; AND TOGETHER WITH THOSE PORTIONS OF CITY LANDS, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN SAID RECORDER'S OFFICE, DESCRIBED AS WHOLE AS FOLLOWS;

BEGINNING AT THE MOST WESTERLY CORNER OF THE LAND AS DESCRIBED IN PARCEL 2 IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED DECEMBER 28, 1945 AS INSTRUMENT NO. 1224 IN BOOK 22651 PAGE 63, OFFICIAL RECORDS OF SAID COUNTY, SAID MOST WESTERLY CORNER ALSO BEING A POINT IN THE SOUTHEASTERLY LINE OF LOT 4 OF SAID TRACT NO. 10151, AS PER MAP RECORDED IN BOOK 157 PAGES 45 TO 47 INCLUSIVE OF MAPS, IN SAID RECORDER'S OFFICE; THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 66 DEGREES 36 MINUTES 14 SECONDS EAST 57.58 FEET TO THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED JUNE 27, 1899 AS INSTRUMENT NO. 31 IN BOOK 1253 PAGE 114 OF DEEDS, IN SAID RECORDER'S OFFICE; THENCE ALONG SAID PROLONGATION, SOUTH 86 DEGREES 48 MINUTES 15 SECONDS EAST 130.14 FEET TO THE SOUTHEAST CORNER OF SAID LAST MENTIONED DEED TO THE CITY OF LOS ANGELES; THENCE ALONG THE PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LAST MENTIONED DEED TO THE CITY OF LOS ANGELES, SOUTH 52 DEGREES 22 MINUTES 37 SECONDS WEST 7.09 FEET TO THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED JUNE 27, 1899 AS INSTRUMENT NO. 28 IN BOOK 1298 PAGE 307 OF DEEDS IN SAID RECORDERS OFFICE; THENCE ALONG SAID LAST MENTIONED SOUTHEASTERLY LINE AND ITS PROLONGATIONS THEREOF, SOUTH 66 DEGREES 36 MINUTES 14 SECONDS WEST 111.68 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET IN THE SOUTHEASTERLY LINE OF THE LAND AS DESCRIBED IN THE FINAL ORDER OF CONDEMNATION ENTERED IN LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 424466, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 27, 1938 AS INSTRUMENT NO. 1058 IN BOOK 15871 PAGE 393 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH CENTRAL ANGLE OF 57 DEGREES 46 MINUTES 47 SECONDS, AN ARC DISTANCE OF 50.42 FEET TO THE POINT OF TANGENCY OF THE EASTERLY LINE OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED APRIL 12, 1937 AS INSTRUMENT NO. 1137 IN BOOK 14861 PAGE 261 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE SOUTH 8 DEGREES 49 MINUTES 27 SECONDS WEST 53.83 FEET TO THE NORTHWEST CORNER OF THE LAND AS DESCRIBED IN PARCEL NO. 71779-1 IN THE FINAL ORDER OF CONDEMNATION ENTERED IN LOS ANGELES COUNTY, SUPERIOR COURT CASE NO. C447627, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 29, 1988 AS DOCUMENT NO. 88-422827 OF OFFICIAL RECORDS OF SAID COUNTY, SAID NORTHWEST CORNER ALSO BRING A POINT IN A NON-TANGENT CURVE CONCAVE SOUTHERLY AND

EXHIBIT "B-1" cont'd

HAVING A RADIUS OF 4340.00 FEET IN THE NORTHERLY LINE OF THE LAND AS DESCRIBED IN PARCEL NO. 71779-1 IN SAID LAST MENTIONED FINAL ORDER OF CONDEMNATION, A RADIAL LINE THAT BEARS NORTH 4 DEGREES 42 MINUTES 15 SECONDS WEST TO SAID LAST MENTIONED POINT; THENCE EASTERLY ALONG SAID CURVE AND ITS CONTINUATIONS THEREOF, TO AND ALONG THE NORTHERLY LINE OF THE LAND AS DESCRIBED IN PARCEL NO. 71780 (AMENDED) IN SAID LAST MENTIONED FINAL ORDER OF CONDEMNATION, THROUGH A CENTRAL ANGLE OF 4 DEGREES 13 MINUTES 44 SECONDS, AN ARC DISTANCE OF 320.33 FEET TO THE EASTERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 1 IN THE DEED TO MAIER BREWING CO., RECORDED AUGUST 14, 1964 AS INSTRUMENT NO. 5697 IN BOOK D-2591 PAGE 55 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EASTERLY LINE OF SAID DEED TO MAIER BREWING CO. AND ITS PROLONGATIONS THEREOF, AS FOLLOWS: NORTH 4 DEGREES 59 MINUTES 28 SECONDS WEST 209.00 FEET AND NORTH 5 DEGREES 09 MINUTES 09 SECONDS WEST 187.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 26 DEGREES 38 MINUTES 24 SECONDS, AN ARC DISTANCE OF 185.98 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, NORTH 12 DEGREES 29 MINUTES 15 SECONDS EAST 28.23 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 1 IN SAID HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES; THENCE ALONG THE WESTERLY LINES OF THE LAND AS DESCRIBED IN PARCELS 1 AND 2 IN SAID HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES AND ITS PROLONGATION THEREOF AS FOLLOWS: SOUTHERLY ALONG A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1000.00 FEET THROUGH A CENTRAL ANGLE OF 11 DEGREES 18 MINUTES 42 SECONDS, AN ARC DISTANCE OF 197.62 FEET AND SOUTH 40 DEGREES 56 MINUTES 31 SECONDS WEST 370.27 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LAND LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE AND SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF SAID RAMIREZ EXTENSION.

SHEPPARD, MULLIN, RICHTER & HAMPTON

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

FORTY-EIGHTH FLOOR

333 SOUTH HOPE STREET

LOS ANGELES, CALIFORNIA 90071

TELEPHONE (213) 620-1780

FACSIMILE (213) 620-3988

CABLE SHEPLAW

TELEX 19-4424

ORANGE COUNTY OFFICE  
SEVENTH FLOOR  
4895 MACARTHUR COURT  
NEWPORT BEACH, CALIFORNIA 92660  
(714) 768-0400

WRITER'S DIRECT DIAL NUMBER

(213) 617-4216

SAN FRANCISCO OFFICE  
SEVENTEENTH FLOOR  
FOUR EMBARCADERO CENTER  
SAN FRANCISCO, CALIFORNIA 94111  
(415) 434 8100

SAN DIEGO OFFICE  
NINETEENTH FLOOR  
501 WEST BROADWAY  
SAN DIEGO, CALIFORNIA 92108  
(619) 238-0500

OUR FILE NUMBER

672-44387

July 6, 1992

BY MESSENGER

Chicago Title Company  
700 South Flower Street, Suite 920  
Los Angeles, California 90017

JUL 06 1992

Attention: Mr. Frank Jansen,  
Senior Vice President

Re: Your Escrow No. 73575;  
Union Station

Ladies and Gentlemen:

This firm represents Bank of America National Trust and Savings Association, successor by merger to Security Pacific National Bank ("Agent"), as "Agent" for itself and the other "Co-Lenders" described in that certain Construction Loan Agreement dated as of November 15, 1991, by and between Agent and Catalus Development Corporation, a Delaware corporation ("Borrower"), as amended by that certain First Amendment to Construction Loan Agreement and Loan Documents dated as of January 15, 1992 (as amended, the "Loan Agreement"), pursuant to which Agent and the other Co-Lenders made a loan to Borrower.

Borrower's obligations under the Loan Agreement are secured in part by (a) that certain Construction and Permanent Deed of Trust, Assignment of Rents and Fixture Filing (the "Deed of Trust") dated as of November 15, 1991, and recorded on December 31, 1991 as Instrument No. 91-2057033 in the Official Records of Los Angeles County, California (the "Official Records"), encumbering certain real property (the "Property") described in Schedule A, Item 5 in your ALTA Title Insurance Policy No. 9019580-64 dated December 31, 1991 (the "Title

SHEPPARD, MULLIN, RICHTER & HAMPTON

Chicago Title Company  
July 6, 1992  
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Policy"), and (b) that certain Assignment of Leases (the "Assignment of Leases") dated as of November 15, 1991, and recorded on December 31, 1991 as Instrument No. 91-2057034 in the Official Records.

Pursuant to the Loan Agreement, Borrower has requested that Agent and the other Co-Lenders reconvey the lien of the Deed of Trust with respect to a portion of the Property defined in the Loan Agreement as "Site B" and more particularly described in Exhibit "A" attached hereto ("Site B"). Pursuant to Section 3.7(b) of the Loan Agreement, Borrower is required to pay to Agent, for the account of Co-Lenders, the amount of \$7,200,000.

Accordingly, Agent hereby makes demand on Borrower for the payment of the sum of \$7,200,000 (the "Release Price Funds").

Pursuant to the terms of that certain Development Agreement dated October 30, 1991, by and between Borrower and The Southern California Rapid Transit District, a California public corporation ("RTD"), Borrower and/or RTD will be delivering directly to you various documents (collectively, the "Development Agreement Documents") required in connection with the Closing (as defined in the Development Agreement), including without limitation a corporation grant deed which transfers ownership of a portion of Site B from Borrower to RTD (the "Site B Grant Deed").

We hereby deliver to you fully-executed and acknowledged originals of the following documents (collectively, the "Recordable Documents"):

1. Partial Reconveyance (the "Partial Reconveyance") dated as of June 26, 1992, executed by Equitable Deed Company, a California corporation, which partially reconveys the lien of the Deed of Trust with respect to Site B;
2. First Amendment to Assignment of Leases (the "First Amendment") dated as of June 26, 1992, by and between Agent and Borrower, which partially releases the lien of the Assignment of Leases with respect to those leases and rents which relate solely to Site B;
3. Subordination Agreement (the "Public Transit Subordination") dated as of June 30, 1992, to be attached to

**SHEPPARD, MULLIN, RICHTER & HAMPTON**

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that certain Public Transit Use Agreement (the "Public Transit Agreement") dated as of June 30, 1992, by and between Borrower and RTD; and

4. Subordination Agreement (the "Tunnel Access Subordination") dated as of June 30, 1992, to be attached to that certain Tunnel Access Easement Agreement (the "Tunnel Access Agreement") dated as of June 30, 1992, by and between Borrower and RTD.

You are hereby authorized and instructed to (i) record the Partial Reconveyance and the First Amendment, in that order, in the Official Records, (ii) attach the Public Transit Subordination to the Public Transit Agreement and record the Public Transit Agreement in the Official Records, and (iii) attach the Tunnel Access Subordination to the Tunnel Access Agreement and record the Tunnel Access Agreement in the Official Records when, and only when, each of the following conditions precedent has been satisfied:

1. You have received, in good funds, the Release Price Funds and are committed to wire the Release Price Funds to Agent no later than ~~12:00 p.m.~~ 2 P.M. on the date of recordation of the Recordable Documents, in accordance with the following wiring instructions:

Wire the Release  
Price Funds to:

Bank of America National  
Trust and Savings Association  
Business Park Operation Center  
2210 East Alosta, Suite 103  
Glendora, California 91740  
Attn: Ms. Lucille Gibson,  
Real Estate Industries  
Division

For the account of:

Bank of America National  
Trust and Savings Association  
914099444  
122000043;

Account No.:  
ABA #:

2. You have recorded all of the Development Agreement Documents (other than the other Tunnel Access Agreement and the Public Transit Agreement);

3. You are committed to issue and attach to the Title Policy (a) a CLTA Indorsement No. 111 (in the modified

SHEPPARD, MULLIN, RICHTER & HAMPTON

Chicago Title Company  
July 6, 1992  
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form attached hereto as Exhibit "B") and (b) a Subdivision Map Act Indorsement in the form attached hereto as Exhibit "C" (collectively, the "Indorsements"), for aggregate charges not to exceed \$150.00;

4. You have notified the Reinsurers under those certain ALTA Facultative Reinsurance Agreements (4-6-90), each dated April 22, 1992 and relating to the Title Policy (collectively, the "Reinsurance Agreements"), that you are committed to issue the Indorsements, and you have determined that the Reinsurance Agreements will remain in full force and effect with respect to the Title Policy, as amended by the Indorsements;

5. You have confirmed that the original Public Transit Use Agreement and the original Tunnel Access Agreement to which you attach the subordinations described above are in the forms attached hereto as Exhibits "D" and "E", respectively; and

6. You have received instructions by telephone from Mark Nelson of this office or me that you are to proceed with such recording. OK per Jack Rubens 7/6/92 4:50 PM.

Notwithstanding the foregoing, in no event shall you record any of the Recordable Documents prior to 8:00 a.m. on Tuesday, July 7, 1992. If you are not in a position to record the Recordable Documents by 5:00 p.m. on July 9, 1992, please call Mark Nelson or me for further instructions.

These instructions may not be modified except by written or telephonic instructions from Mark Nelson or me. All premiums, taxes, recording fees and other charges in connection with this transaction and the Indorsements should, unless otherwise paid, be billed directly to Borrower at the following address:

Catellus Development Corporation  
201 Mission Street, 30th Floor  
San Francisco, California 94105  
Attention: Mr. Douglas B. Stimpson.

Neither Agent or the other Co-Lenders nor this firm assume any responsibility for the payment of such premiums, taxes, fees or charges. Within 3 business days after the recording of the Recordable Documents, please deliver to me conformed copies of

SHEPPARD, MULLIN, RICHTER & HAMPTON

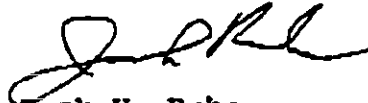
Chicago Title Company  
July 6, 1992  
Page 5

the Recordable Documents, the Site B Grant Deed, the Public Transit Agreement (with the attached Public Transit Subordination) and the Tunnel Access Agreement (with the attached Tunnel Access Subordination). In addition, please deliver to me the original and one copy of each of the Indorsements within 10 business days following the recordation of the Recordable Documents.

Please acknowledge your acceptance of and agreement to these escrow instructions by signing the enclosed copy of this letter and returning it to me in the enclosed envelope. In any event, your recordation of either of the Recordable Documents shall constitute your irrevocable and unconditional commitment to perform in accordance with these instructions.

Thank you for your assistance.

Very truly yours,



Jack H. Rubens

for SHEPPARD, MULLIN, RICHTER & HAMPTON

ACCEPTED AND AGREED TO  
AS OF JUNE 30, 1992:

CHICAGO TITLE COMPANY

By \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

21WAL0097031.LH3  
Enclosures

cc: Mr. Douglas B. Stimpson (w/o encls.)  
Eileen M. Malley, Esq. (w/o encls.)  
Mr. Richard C. Lieber (w/encls.)  
Ms. Janette E. Boudreau (w/o encls.)



RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

SHEPPARD, MULLIN, RICHTER & HAMPTON  
333 South Hope Street, 48th Floor  
Los Angeles, California 90071  
Attention: Jack H. Rubens, Esq.

**COPY** of Document Recorded  
JUL 7 - 1992 **92 1231037**  
Has not been compared with original.  
Original will be returned when  
processing has been completed.  
LOS ANGELES COUNTY REGISTRAR - RECORDER-COUNTY CLERK

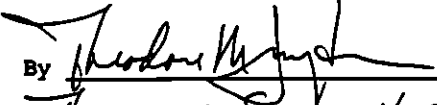
**PARTIAL RECONVEYANCE**

EQUITABLE DEED COMPANY, a California corporation, as trustee ("Trustee"), under that certain Construction and Permanent Deed of Trust, Assignment of Rents and Fixture Filing (the "Deed of Trust") dated as of November 15, 1990, executed by Catellus Development Corporation, a Delaware corporation, as trustor ("Trustor"), in favor of Bank of America National Trust and Savings Association, successor by merger to Security Pacific National Bank, as beneficiary ("Beneficiary"), and recorded December 31, 1991 as Instrument No. 91-2057033 in the Official Records of Los Angeles County, California, having been requested by Bank of America National Trust and Savings Association, successor by merger to Security Pacific National Bank, as beneficiary under the Deed of Trust, to reconvey a portion of the estate granted to Trustee under the Deed of Trust, hereby reconveys to the person or persons legally entitled thereto, without warranty, all of the estate, title and interest acquired by Trustee under the Deed of Trust, in and to that portion of the real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

The remaining real property described in the Deed of Trust, together with all appurtenances thereto and all improvements now or hereafter located thereon, shall continue to be held by Trustee under the terms of the Deed of Trust. This Partial Reconveyance is made without affecting the personal liability of any person or the corporate liability of any corporation for the payment of the indebtedness secured by the Deed of Trust, nor shall it affect any rights or obligations of any parties to the Deed of Trust.

Dated as of June 26, 1992.

EQUITABLE DEED COMPANY

By   
THEODORE M. SNYDER, VICE PRESIDENT  
(PRINTED NAME AND TITLE)

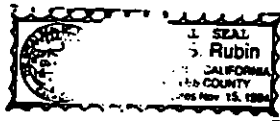
9201512-64

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

ss.

On June 30, 1992, before me, the undersigned, personally appeared Thedone M. Snyder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as Vice President of Equitable Deed Company, a California corporation, and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.


WITNESS my hand and official seal.



  
Notary Public in and for said  
County and State



EXHIBIT "A"

MOLLENHAUER, HIGASHI & MOORE, INC.  
LAND SURVEYORS  CIVIL ENGINEERS  
411 West Fifth Street, Los Angeles, California 90013  
Phone (213) 624-2661  
May 29, 1992  
CATELLOS PROPERTY

TO BE RECONVEYED BY SECURITY PACIFIC

1 PARCEL B (Partial)

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

10

11 Commencing at the intersection of the easterly prolongation of the southerly  
12 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
13 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
14 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
15 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
16 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
17 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official  
18 Records, in said office of the County Recorder; thence along a westerly and  
19 southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ}$   
20  $09' 27''$  East 10.86 feet; thence along a line parallel with the centerline of  
21 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
22 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet;  
23 thence South  $10^{\circ} 01' 01''$  West 45.00 feet; thence South  $79^{\circ} 58' 59''$  East 150.00  
24 feet; thence North  $10^{\circ} 01' 01''$  East 13.75 feet to the TRUE POINT OF BEGINNING;  
25 thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the westerly line of the  
26 land as described in Parcel 1 of the deed to the City of Los Angeles recorded  
27 December 28, 1945, in Book 22651, Page 63 of Official Records, in said office of  
28 the County Recorder, being a curve concave westerly and having a radius of  
29 1000.00 feet, a radial of said curve to said point having a bearing of South  $65^{\circ}$   
30  $11' 07''$  East; thence southerly along said curve and its southerly prolongation  
31 to and along the northwesterly line and/or its northeasterly prolongation of  
32 Parcel 2 of the last mentioned deed to the City of Los Angeles to a line bearing

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS



CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

May 29, 1992

1 PARCEL B (Partial) (CONTINUED)

2 South 10° 01' 01" West from the TRUE POINT OF BEGINNING; thence northerly along  
3 said last mentioned line to said TRUE POINT OF BEGINNING.

4  
5 PARCEL C (All of Parcel)

6 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
7 Dec'd. in City of Los Angeles. in the County of Los Angeles. State of  
8 California. as per map recorded in Book 34. Page 90 of Miscellaneous  
9 Records. in the office of the County Recorder of said County; those  
10 portions of the Peschke Tract. in said City. County and State. as per map  
11 recorded in Book 31. Page 45 of said Miscellaneous Records; that portion  
12 of Lot 5 of Tract No. 10151. in said City. County and State. as per map  
13 recorded in Book 157. Pages 45 to 47 inclusive of Maps. in said Recorder's  
14 Office; and those portions of City Lands. in said City. County and State.  
15 as per map recorded in Book 2. Pages 504 and 505 of said Miscellaneous  
16 Records. described as a whole as follows:

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

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

May 29, 1992

1 PARCEL C (All of Parcel) (CONTINUED)  
2 13.75 feet; thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the  
3 westerly line of the land as described in Parcel 1 of the deed to the City  
4 of Los Angeles recorded December 28, 1945, in Book 22651, Page 63 of  
5 Official Records, in said office of the County Recorder being a curve  
6 concave westerly and having a radius of 1000.00 feet, a radial of said  
7 curve to said point having a bearing of South  $65^{\circ} 11' 07''$  East; thence  
8 northerly along said curve, through a central angle of  $05^{\circ} 58' 02''$  an arc  
9 distance of 104.15 feet to the northerly terminus of said curve at the  
10 most southerly corner of the land as described in the deed to the City of  
11 Los Angeles recorded August 28, 1936, in Book 14393, Page 61 of said  
12 Official Records; thence along the northwesterly lines of said last  
13 mentioned deed North  $18^{\circ} 50' 51''$  East 120.96 feet and North  $26^{\circ} 09' 18''$   
14 West 14.14 feet to a point in the westerly prolongation of the northerly  
15 line of Lot "B" of said Tract No. 10151 distant 23.18 feet westerly along  
16 said prolongation, from the northwesterly corner of said Lot "B"; thence  
17 along said prolongation North  $71^{\circ} 09' 27''$  West 121.02 feet to the  
18 southeasterly line of Lot 1 of said Subdivision of a Part of the Estate of  
19 Ynuario Avila Dec'd; thence along said southeasterly line North  $27^{\circ} 03'$   
20  $23''$  East 20.44 feet to the northeasterly corner of said Lot 1; thence  
21 along the northerly line of Lots 1 to 5 of said Subdivision of a Part of  
22 the Estate of Ynuario Avila Dec'd North  $71^{\circ} 09' 27''$  West 225.50 feet to an  
23 intersection with the northerly prolongation of that certain course  
24 described above as having a bearing and distance of "South  $10^{\circ} 01' 01''$   
25 West 240.67 feet"; thence along said prolongation South  $10^{\circ} 01' 01''$  West  
26 33.63 feet to the TRUE POINT OF BEGINNING.  
27  
28 PARCEL D (Partial)  
29 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
30 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of  
31 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
32 in the office of the County Recorder of said County; those portions of Lots 4

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

May 29, 1992

1 PARCEL D (Partial) (CONTINUED)

2 and 5 of Tract No. 10151, in said City, County and State, as per map recorded  
3 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;  
4 and those portions of City Lands, in said City, County and State, as per map  
5 recorded in Book 2, Pages 504 and 505 of said Miscellaneous Records, described  
6 as a whole as follows:


7  
8 Commencing at the intersection of the easterly prolongation of the southerly  
9 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
10 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
11 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
12 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
13 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
14 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of  
15 Official Records, in said office of the County Recorder; thence along a  
16 westerly and southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet  
17 and South  $71^{\circ} 09' 27''$  East 10.86 feet; thence along a line parallel with the  
18 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
19 No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East  
20 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet to the TRUE POINT OF  
21 BEGINNING; thence continuing South  $10^{\circ} 01' 01''$  West 92.50 feet; thence North  
22  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve concave  
23 southeasterly and having a radius of 80.00 feet; thence southwesterly along  
24 said curve through a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23  
25 feet to a line parallel with and distant 58.92 feet westerly, measured at  
26 right angles, from the southerly prolongation of that certain course  
27 described above as having a bearing and distance of "South  $10^{\circ} 01' 01''$   
28 West 92.50 feet"; thence along said parallel line South  $10^{\circ} 01' 01''$  West  
29 108.24 feet to the beginning of a non-tangent curve concave northeasterly  
30 and having a radius of 80.00 feet, said curve being tangent at its  
31 easterly terminus to a line parallel with and distant 160.00 feet  
32 southerly, measured along said last mentioned southerly prolongation, from

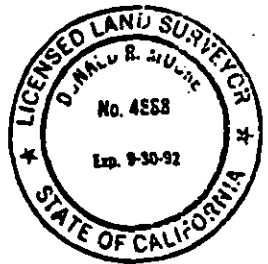
MOLLENHAUER, HIGASHI & MOORE, INC.  
LAND SURVEYORS  CIVIL ENGINEERS  
411 West Fifth Street, Los Angeles, California 90013  
Phone (213) 624-2661

May 29, 1992

1 PARCEL D (Partial) (CONTINUED)  
2 that certain course described above as having a bearing and distance of  
3 "North 79° 58' 59" West 19.25 feet", said easterly terminus being distant  
4 19.25 feet westerly along said parallel line from the intersection of said  
5 parallel line with said southerly prolongation: thence southeasterly  
6 along said last mentioned curve through a central angle of 47° 25' 50" an  
7 arc distance of 66.23 feet to said easterly terminus: thence tangent to  
8 said curve along said last mentioned parallel line South 79° 58' 59" East  
9 19.25 feet to said southerly prolongation: thence continuing along said  
10 southerly prolongation South 10° 01' 01" West to an intersection with the  
11 northwesterly line of the land described in Parcel 2 of the deed to the  
12 City of Los Angeles recorded December 28, 1945. in Book 22651. Page 63 of  
13 Official Records. in said office of the County Recorder: thence  
14 northeasterly along said northwesterly line to a line parallel with and  
15 distant 150.00 feet easterly. measured at right angles. from said  
16 southerly prolongation: thence northerly along said parallel line  
17 to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING:  
18 thence along said last mentioned line North 79° 58' 59" West 150.00 feet  
19 to the TRUE POINT OF BEGINNING.  
20  
21 Containing 173.662 square feet.

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

27  
28   
29 \_\_\_\_\_  
30 Donald R. Moore PLS No. 4888



THIS DESCRIPTION  
PREPARED BY DM  
CHECKED DM  
TYPED DM  
COMPALED DM

RECORDING REQUESTED BY AND  
AND WHEN RECORDED MAIL TO:

SHEPPARD, MULLIN, RICHTER & HAMPTON  
333 South Hope Street, 48th Floor  
Los Angeles, California 90071  
Attention: Jack H. Rubens, Esq.

JUL 7 - 1992 92 1231038

COPY of Document Recorded

Has not been compared with original.  
Original will be returned when  
processing has been completed.  
LOS ANGELES COUNTY REGISTRAR - RECORDER/COUNTY CLERK

FIRST AMENDMENT TO ASSIGNMENT OF LEASES

This First Amendment to Assignment of Leases ("Amendment"), dated as of June 26, 1992, is entered into by and between CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("Assignor"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to Security Pacific National Bank ("Assignee"), individually as a Co-Lender and as Agent, and the Co-Lenders now or hereafter parties hereto (the terms "Co-Lender", "Agent" and other capitalized terms used and not otherwise defined herein shall have the meanings set forth for them in the Assignment (as defined below)). This Amendment is entered into with reference to the following facts:

RECITALS

A. Assignor and Assignee have previously entered into that certain Assignment of Leases (the "Assignment") dated as of November 15, 1991, and recorded on December 31, 1991 as Instrument No. 91-2057034 in the Official Records of Los Angeles County, California.

B. Assignor and Assignee have also previously entered into that certain Construction Loan Agreement dated as of November 15, 1991, as amended by that certain First Amendment to Construction Loan Agreement and Loan Documents dated as of January 15, 1992 (as amended, the "Loan Agreement"). Assignor's obligations under the Loan Agreement are evidenced by that certain Note (the "Note") dated as of November 15, 1991, made by Assignor to the order of Assignee, in the principal amount of \$51,000,000. Borrower's obligations under the Loan Agreement and the Note are secured in part by (i) the Assignment and (ii) that certain Construction and Permanent Deed of Trust, Assignment of Rents and Fixture Filing (the "Deed of Trust") dated as of November 15, 1991, executed by Assignor for the benefit of Assignee, and recorded on December 31, 1991 as Instrument No. 91-2057033 in the Official Records of Los Angeles County, California, encumbering the Property.

C. Pursuant to the terms of the Loan Agreement, and concurrently with the execution of this Amendment, Assignee has agreed to reconvey the lien of the Deed of Trust with respect to a portion of the Property more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference ("Site B"). Assignor and Assignee desire to amend the Assignment to release the lien of the Assignment with respect to all Leases and Rents which relate solely to Site B.

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. Definition of Property. All references in the Assignment to the "Property" shall mean all of the Property, as defined in the Assignment, other than Site B. Assignor acknowledges and agrees that all of the Existing Leases described in Exhibit "B" to the Assignment remain subject to the lien of the Assignment, as amended by this Amendment.




2. Full Force and Effect. As amended by this Amendment, the Assignment shall remain in full force and effect.

3. Miscellaneous. This Amendment shall bind, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Amendment to be duly executed as of the date first above written.


"Assignor":

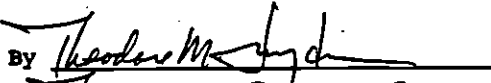
CATELLUS DEVELOPMENT CORPORATION,  
a Delaware corporation

By   
THEODORE L. TANNER VICE PRESIDENT  
(Printed Name and Title)

"Assignee":

BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION, as Agent and  
as a Co-Lender

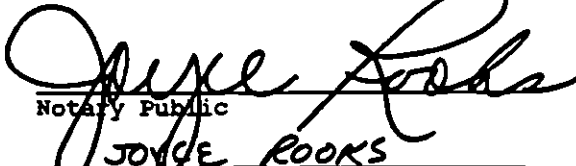
By   
Richard C. Lieber,  
Senior Authorized Officer

By   
THEODORE M. SNYDER, SENIOR VICE PRESIDENT  
(Printed Name and Title)

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

On this 26<sup>th</sup> day of June, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Theodore L. Tanner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person 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.

  
Notary Public

JOYCE ROOKS  
Printed Name of Notary Public

4-16-93  
Commission Expiration Date



[SEAL]

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

On June 30, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard C. Lieber and Theodore M. Snyder, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



  
Signature

(Seal)

EXHIBIT "C"

MOLLENHAUER, HIGASHI & MOORE, INC.  
LAND SURVEYORS  CIVIL ENGINEERS  
411 West Fifth Street, Los Angeles, California 90013  
Phone (213) 624-2661  
May 29, 1992  
CAPELLUS PROPERTY

TO BE RECONVEYED BY SECURITY PACIFIC

1 PARCEL B (Partial)  
2 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila Dec'd.  
3 in the City of Los Angeles, in the County of Los Angeles, State of California, as  
4 per map recorded in Book 34, Page 90 of Miscellaneous Records, in the office of  
5 the County Recorder of said County; those portions of Lots 4 and 5 of Tract No.  
6 10151, in said City, County and State, as per map recorded in Book 157, Pages 45  
7 to 47 inclusive of Maps, in said Recorder's Office; and those portions of City  
8 Lands, in said City, County and State, as per map recorded in Book 2, Pages 504  
9 and 505 of said Miscellaneous Records, described as a whole as follows:  
10  
11 Commencing at the intersection of the easterly prolongation of the southerly  
12 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
13 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
14 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
15 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
16 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
17 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official  
18 Records, in said office of the County Recorder; thence along a westerly and  
19 southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ}$   
20  $09' 27''$  East 10.86 feet; thence along a line parallel with the centerline of  
21 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
22 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet;  
23 thence South  $10^{\circ} 01' 01''$  West 45.00 feet; thence South  $79^{\circ} 58' 59''$  East 150.00  
24 feet; thence North  $10^{\circ} 01' 01''$  East 13.75 feet to the TRUE POINT OF BEGINNING;  
25 thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the westerly line of the  
26 land as described in Parcel 1 of the deed to the City of Los Angeles recorded  
27 December 28, 1945, in Book 22651, Page 63 of Official Records, in said office of  
28 the County Recorder, being a curve concave westerly and having a radius of  
29 1000.00 feet, a radial of said curve to said point having a bearing of South  $65^{\circ}$   
30  $11' 07''$  East; thence southerly along said curve and its southerly prolongation  
31 to and along the northwesterly line and/or its northeasterly prolongation of  
32 Parcel 2 of the last mentioned deed to the City of Los Angeles to a line bearing

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

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May 29, 1992

1 PARCEL B (Partial) (CONTINUED)

2 South  $10^{\circ} 01' 01''$  West from the TRUE POINT OF BEGINNING; thence northerly along  
3 said last mentioned line to said TRUE POINT OF BEGINNING.

4  
5 PARCEL C (All of Parcel)

6 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
7 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of  
8 California, as per map recorded in Book 34, Page 90 of Miscellaneous  
9 Records, in the office of the County Recorder of said County; those  
10 portions of the Peschke Tract, in said City, County and State, as per map  
11 recorded in Book 31, Page 45 of said Miscellaneous Records; that portion  
12 of Lot 5 of Tract No. 10151, in said City, County and State, as per map  
13 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
14 Office; and those portions of City Lands, in said City, County and State,  
15 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
16 Records, described as a whole as follows:

17  
18 Commencing at the intersection of the easterly prolongation of the  
19 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
20 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
21 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
22 northerly terminus of that certain course having a bearing and distance of  
23 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
24 the Highway Easement to the City of Los Angeles, recorded May 13, 1935, in  
25 Book 14076, Page 324 of Official Records, in said office of the County  
26 Recorder; thence along a westerly and southerly lines of said Parcel 3  
27 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
28 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
29 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
30 Tract No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  
31  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet;  
32 thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01' 01''$  East

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1 PARCEL C. (All of Parcel) (CONTINUED)

2 13.75 feet: thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the  
3 westerly line of the land as described in Parcel 1 of the deed to the City  
4 of Los Angeles recorded December 28, 1945, in Book 22651, Page 63 of  
5 Official Records, in said office of the County Recorder being a curve  
6 concave westerly and having a radius of 1000.00 feet, a radial of said  
7 curve to said point having a bearing of South  $65^{\circ} 11' 07''$  East: thence  
8 northerly along said curve, through a central angle of  $05^{\circ} 58' 02''$  an arc  
9 distance of 104.15 feet to the northerly terminus of said curve at the  
10 most southerly corner of the land as described in the deed to the City of  
11 Los Angeles recorded August 28, 1936, in Book 14393, Page 61 of said  
12 Official Records: thence along the northwesterly lines of said last  
13 mentioned deed North  $18^{\circ} 50' 51''$  East 120.96 feet and North  $26^{\circ} 09' 18''$   
14 West 14.14 feet to a point in the westerly prolongation of the northerly  
15 line of Lot "B" of said Tract No. 10151 distant 23.18 feet westerly along  
16 said prolongation, from the northwesterly corner of said Lot "B": thence  
17 along said prolongation North  $71^{\circ} 09' 27''$  West 121.02 feet to the  
18 southeasterly line of Lot 1 of said Subdivision of a Part of the Estate of  
19 Ymario Avila Dec'd: thence along said southeasterly line North  $27^{\circ} 03'$   
20  $23''$  East 20.44 feet to the northeasterly corner of said Lot 1: thence  
21 along the northerly line of Lots 1 to 5 of said Subdivision of a Part of  
22 the Estate of Ymario Avila Dec'd North  $71^{\circ} 09' 27''$  West 225.50 feet to an  
23 intersection with the northerly prolongation of that certain course  
24 described above as having a bearing and distance of "South  $10^{\circ} 01' 01''$   
25 West 240.67 feet": thence along said prolongation South  $10^{\circ} 01' 01''$  West  
26 33.63 feet to the TRUE POINT OF BEGINNING.

27  
28 PARCEL D (Partial)

29 Those portions of the Subdivision of a Part of the Estate of Ymario Avila  
30 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of  
31 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
32 in the office of the County Recorder of said County: those portions of Lots 4

MOLLENHAUER, HIGASHI & MOORE, INC.

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May 29, 1992

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2 and 5 of Tract No. 10151, in said City, County and State, as per map recorded  
3 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;  
4 and those portions of City Lands, in said City, County and State, as per map  
5 recorded in Book 2, Pages 504 and 505 of said Miscellaneous Records, described  
6 as a whole as follows:

7  
8 Commencing at the intersection of the easterly prolongation of the southerly  
9 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
10 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
11 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
12 that certain course having a bearing and distance of "South  $16^{\circ} 56' 50''$  West  
13 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
14 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of  
15 Official Records, in said office of the County Recorder; thence along a  
16 westerly and southerly lines of said Parcel 3 South  $16^{\circ} 50' 33''$  West 3.00 feet  
17 and South  $71^{\circ} 09' 27''$  East 10.86 feet; thence along a line parallel with the  
18 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
19 No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East  
20 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet to the TRUE POINT OF  
21 BEGINNING; thence continuing South  $10^{\circ} 01' 01''$  West 92.50 feet; thence North  
22  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve concave  
23 southeasterly and having a radius of 80.00 feet; thence southwesterly along  
24 said curve through a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23  
25 feet to a line parallel with and distant 58.92 feet westerly, measured at  
26 right angles, from the southerly prolongation of that certain course  
27 described above as having a bearing and distance of "South  $10^{\circ} 01' 01''$   
28 West 92.50 feet"; thence along said parallel line South  $10^{\circ} 01' 01''$  West  
29 108.24 feet to the beginning of a non-tangent curve concave northeasterly  
30 and having a radius of 80.00 feet, said curve being tangent at its  
31 easterly terminus to a line parallel with and distant 160.00 feet  
32 southerly, measured along said last mentioned southerly prolongation, from

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May 29, 1992

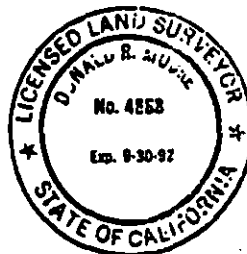
1 PARCEL D (Partial) (CONTINUED)  
2 that certain course described above as having a bearing and distance of  
3 "North 79° 58' 59" West 19.25 feet". said easterly terminus being distant  
4 19.25 feet westerly along said parallel line from the intersection of said  
5 parallel line with said southerly prolongation: thence southeasterly  
6 along said last mentioned curve through a central angle of 47° 25' 50" an  
7 arc distance of 66.23 feet to said easterly terminus: thence tangent to  
8 said curve along said last mentioned parallel line South 79° 58' 59" East  
9 19.25 feet to said southerly prolongation; thence continuing along said  
10 southerly prolongation South 10° 01' 01" West to an intersection with the  
11 northwesterly line of the land described in Parcel 2 of the deed to the  
12 City of Los Angeles recorded December 28, 1945. in Book 22651. Page 63 of  
13 Official Records. in said office of the County Recorder: thence  
14 northeasterly along said northwesterly line to a line parallel with and  
15 distant 150.00 feet easterly. measured at right angles. from said  
16 southerly prolongation: thence northerly along said parallel line  
17 to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING:  
18 thence along said last mentioned line North 79° 58' 59" West 150.00 feet  
19 to the TRUE POINT OF BEGINNING.  
20  
21 Containing 173.662 square feet.





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

27  
28   
29

30 Donald R. Moore

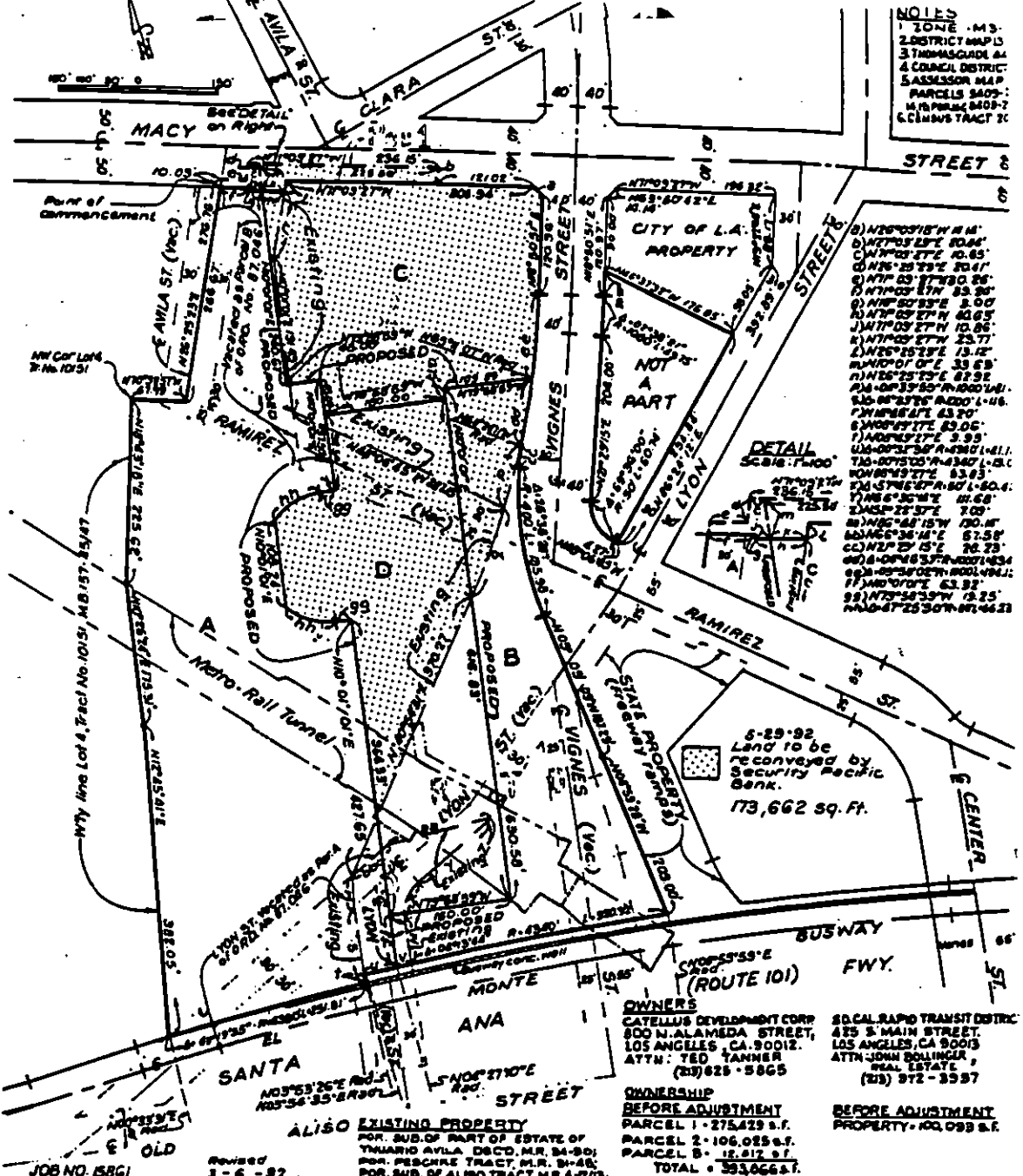
PLS No. 4888



31  
32  
THIS DESCRIPTION  
PREPARED BY   
CHECKED   
TYPED   
COMPARED 



- NOTES**
1. ZONE M-3
  2. DISTRICT MAP 13
  3. TRIMASQUAD 44
  4. COUNCIL DISTRICT
  5. ASSESSOR MAP
  6. PARCELS 800-1
  7. MAPS 800-2
  8. CLOSURE TRACT 20



**MOLLENHAUER, HIGASHI & MOORE, INC.**  
 LAND SURVEYORS & CIVIL ENGINEERS  
 411 W. Fifth St., Los Angeles, CA 90013-1001  
 Phone (213) 624-3661 FAX (213) 614-1883

**ALISO EXISTING PROPERTY**  
 POR. SUB. OF PART OF ESTATE OF  
 THOMAS AVILA DACT. M.R. 84-90;  
 POR. PESCHLE TRACT, M.R. 84-90;  
 POR. SUB. OF ALISO TRACT, M.R. 8-2/3;  
 POR. BALLESTEROS VINEYARD TRACT,  
 M.R. 1-505/808; POR. CITY LANDS,  
 M.R. 2-804/808, AND POR.  
 TRACT NO. 10181, M.L.B. 197-4271

**OWNERS**  
 CAPELLUS DEVELOPMENT CORP.  
 800 N. ALAMEDA STREET,  
 LOS ANGELES, CA 90012.  
 ATTN: TED TANNER  
 (213) 625-5865

**S.D. CAL. RAPID TRANSIT DISTRICT**  
 425 S. MAIN STREET,  
 LOS ANGELES, CA 90013  
 ATTN: JOHN DOLLINGER,  
 REAL ESTATE  
 (213) 972-3557

**OWNERSHIP BEFORE ADJUSTMENT**  
 PARCEL 1 - 275,429 S.F.  
 PARCEL 2 - 106,025 S.F.  
 PARCEL 3 - 12,617 S.F.  
 TOTAL - 394,071 S.F.

**BEFORE ADJUSTMENT PROPERTY - 100,099 S.F.**

**AFTER ADJUSTMENT**  
 PARCEL A - 214,937 S.F.  
 PARCEL B - 85,650 S.F.

**AFTER ADJUSTMENT**  
 PARCEL C - 90,180 S.F.  
 PARCEL D - 104,091 S.F.

**LEGAL DESCRIPTIONS BEFORE & AFTER ADJUSTMENT**  
 SEE ATTACHED EXHIBITS

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO: JUL 7 - 1992

**COPY** of Document Recorded  
**92 1231039**

Sheppard, Mullin, Richter & Hampton  
333 South Hope Street  
48th Floor  
Los Angeles, California 90071

Has not been compared with original.  
Original will be returned when  
processing has been completed.

Attention: Mark L. Nelson, Esq.

LOS ANGELES COUNTY RECORDERS - INFORMATIONAL COPY

**FIRST MODIFICATION TO  
DEED OF TRUST**

THIS FIRST MODIFICATION TO DEED OF TRUST ("Amendment") is made as of June 30, 1992, by and between CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("Trustor"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to Security Pacific National Bank ("Beneficiary").

**Recitals and Certain Definitions**

I. Security Pacific National Bank, a national banking association ("SPNB"), and Trustor, have previously made and entered into that certain Construction Loan Agreement dated as of November 15, 1991, as amended by amendment dated as of January 15, 1992, by and between SPNB and Trustor (as so amended, the "Loan Agreement"), pursuant to which, among other things, SPNB agreed to make a construction loan ("Loan") to Trustor in the maximum principal amount of \$51,000,000. Each capitalized term used herein and not otherwise defined herein shall have the meaning given such term in the Loan Agreement.

II. Trustor has previously executed and delivered to SPNB that certain promissory note ("Note") dated as of November 15, 1991, executed by the Trustor to the order of SPNB, in the face principal amount of \$51,000,000. The Note evidences the Loan.

III. Trustor, in order to secure its obligations to SPNB under the Loan Agreement, the Note and certain other Loan Documents, has previously executed and delivered to SPNB that certain deed of trust ("Deed of Trust") dated as of November 15, 1991, executed by Trustor, as trustor, for the benefit of SPNB, as beneficiary, and recorded on December 31, 1991 as Instrument No. 91-2057033 in the Official Records of Los Angeles County, California.

IV. Trustor is, concurrently herewith, (a) acquiring certain additional real property located adjacent to the Property, and (b) adjusting the lot lines of certain of the lots currently comprising a portion of the Property so as to create a legal parcel which includes such additional real property.

V. Trustor and Beneficiary desire to subject such additional real property to the lien of the Deed of Trust.

NOW, THEREFORE, based upon the foregoing and in consideration of the agreements, promises, covenants and undertakings set forth in this Amendment, and for other good and valuable consideration, Trustor and Beneficiary agree as follows:

A. **Security.** Exhibit "A" to the Deed of Trust is hereby amended by adding thereto all of the real property

("Additional Real Property") described in Exhibit "A" attached hereto, other than the portion thereof which has previously been subjected to the lien and charge of the Deed of Trust (on which the lien and charge of the Deed of Trust shall continue as a first priority lien and charge). All references in the Deed of Trust to the "Land" shall hereafter include, in addition to all of the Land described in Exhibit "A" to the Deed of Trust, all of the Additional Real Property. In order to subject the Additional Real Property to the lien and charge of the Deed of Trust, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor hereby irrevocably grants, transfers, sets over, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of the Deed of Trust, (a) all rights, titles, interests, estates, powers and privileges that Trustor now has or may hereafter acquire in or to the Additional Real Property, and (b) all other rights, titles, interests, estates, powers and privileges that Trustor now has or may hereafter acquire and which would otherwise have been subject to the lien and charge of the Deed of Trust if the Additional Real Property had originally been included as part of the "Land" subject to the Deed of Trust. The grant contained herein is made for the purpose of securing all of the indebtedness and other obligations now or hereafter secured by the lien of the Deed of Trust.

B. Full Force and Effect. As amended by this Amendment, the Deed of Trust shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

"Trustor"

CATELLUS DEVELOPMENT CORPORATION,  
a Delaware corporation

By: *Theodore L. Tanner*

THEODORE L. TANNER VICE PRESIDENT DEVELOPING  
Printed Name and Title

"Beneficiary"

BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION

By: *Kathleen Grube*  
Its: Vice President

By: *Theresa M. [Signature]*  
Its: Senior Vice President

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

On July 6, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard C. Lieber and Theodore M. Snyder, personally known to me ~~for proved to me on the basis of satisfactory evidence~~ to be the persons who executed the within instrument as the Vice President and Senior Vice President, respectively, of Bank of America Trust and Savings Association, the association that executed the within instrument, and acknowledged to me that such national banking association executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

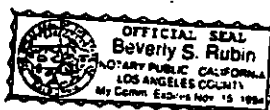


Beverly S. Rubin  
Signature

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Los Angeles )

On July 6, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Theodore L. Tanner, personally known to me ~~for proved to me on the basis of satisfactory evidence~~ to be the person who executed the within instrument as the Vice President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.



Beverly S. Rubin  
Signature

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised March 6, 1992

PARCEL A AFTER ADJUSTMENT

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

12  
13 Commencing at the intersection of the easterly prolongation of the  
14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
15 Avila Street. 60 feet wide. as shown on the map of said Tract No. 10151:  
16 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
17 northerly terminus of that certain course having a bearing and distance of  
18 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
19 the Highway Easement to the City of Los Angeles. recorded May 13, 1936. in  
20 Book 14076. Page 324 of Official Records. in said office of the County  
21 Recorder: thence along a westerly and southerly lines of said Parcel 3  
22 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
23 the TRUE POINT OF BEGINNING: thence along a line parallel with the  
24 centerline of Alameda Street. 96 feet wide. as shown on the map of said  
25 Tract No. 10151. South  $10^{\circ} 01' 01''$  West 240.67 feet: thence South  $79^{\circ} 58'$   
26  $59''$  East 45.00 feet: thence South  $10^{\circ} 01' 01''$  West 137.80 feet: thence  
27 North  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve  
28 concave southeasterly and having a radius of 80.00 feet: thence  
29 southwesterly along said curve through a central angle of  $47^{\circ} 25' 50''$  an  
30 arc distance of 66.23 feet to a line parallel with and distant 58.92 feet  
31  
32

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Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

2 westerly, measured at right angles, from the southerly prolongation of  
3 that certain course described above as having a bearing and distance of  
4 "South 10° 01' 01" West 137.50 feet"; thence along said parallel line  
5 South 10° 01' 01" West 108.24 feet to the beginning of a non-tangent curve  
6 concave northeasterly and having a radius of 80.00 feet, said curve being  
7 tangent at its easterly terminus to a line parallel with and distant  
8 180.00 feet southerly, measured along said last mentioned southerly  
9 prolongation, from that certain course described above as having a bearing  
10 and distance of "North 79° 58' 59" West 19.25 feet", said easterly  
11 terminus being distant 19.25 feet westerly along said parallel line from  
12 the intersection of said parallel line with said southerly prolongation;  
13 thence southeasterly along said last mentioned curve, through a central  
14 angle of 47° 25' 50" an arc distance of 66.23 feet to said easterly  
15 terminus; thence tangent to said curve along said last mentioned parallel  
16 line South 79° 58' 59" East 19.25 feet to said southerly prolongation;  
17 thence continuing along said southerly prolongation South 10° 01' 01" West  
18 427.65 feet to a point in the westerly prolongation of the northerly line  
19 of the land as described in Parcel 71779-1, in the Final Order of  
20 Condemnation entered in Los Angeles County Superior Court Case No.  
21 C447627, a certified copy of which was recorded March 29, 1988, as  
22 Instrument No. 88-422827 of said Official Records, said westerly  
23 prolongation being a curve concave southerly and having a radius of  
24 4340.00 feet, a radial of said curve to said point having a bearing of  
25 North 04° 27' 10" East; thence westerly along said curve, through a  
26 central angle of 00° 32' 36" an arc distance of 41.16 feet to the westerly  
27 line of the land as described in the deed to the City of Los Angeles,  
28 recorded April 12, 1937, in Book 14861, Page 261 of said Official Records;  
29 thence along said westerly line South 08° 49' 27" West 9.93 feet to the  
30 northeasterly corner of the land as described in Parcel 71955-1 (Amended)  
31 in the Final Order of Condemnation entered in Los Angeles County Superior  
32

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Phone (213) 624-2661

Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

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

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Revised March 6, 1992

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PARCEL A AFTER ADJUSTMENT (CONTINUED)

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

Containing 214,037 square feet

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



*Robert L. Mollenhauer*

Robert L. Mollenhauer, PLS No. 2996

THIS DESCRIPTION  
PREPARED BY RLM  
CHECKED RLM  
TYPED RLM  
COMPALED RLM





# State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

1804666

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

*IN WITNESS WHEREOF*, I execute  
this certificate and affix the Great  
Seal of the State of California this

DEC 13 1991



*March Fong Eu*

Secretary of State

1804666

ARTICLES OF INCORPORATION  
OF  
UNION STATION GATEWAY INC.

**ENDORSED  
FILED**  
In the office of the Secretary of State  
of the State of California

DEC 13 1991

MARCH FONG EU, Secretary of State

ONE: The name of the corporation is:

UNION STATION GATEWAY INC.

TWO: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California, other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The name in this state of the corporation's initial agent for service of process is The Prentice-Hall Corporation System, Inc.

FOUR: The total number of shares which the corporation is authorized to issue is Ten Thousand (10,000) shares of Common Stock.

DATED: December 12, 1991



Cathlene L. Rosha, Esq.  
Incorporator

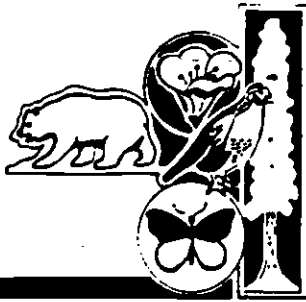
ACKNOWLEDGEMENT

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

DATED: December 12, 1991



Cathlene L. Rosha, Esq.  
Incorporator



State  
of  
California  
OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

FEB 13 1992



*March Fong Eu*

Secretary of State

A413927

ENDORSED  
FILED  
In the Office of the Secretary of State  
of the State of California

CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
UNION STATION GATEWAY INC.

FEB 11 1992

MARCO FONGE U, Secretary of State

Pursuant to Sections 906 and 911 of the California General Corporation Law, the undersigned hereby certify that:

1. They constitute a majority of the Board of Directors of UNION STATION GATEWAY INC., a California corporation (the "Corporation").

2. In order to convert the Corporation to a nonprofit public benefit corporation operating under the California Nonprofit Public Benefit Corporation Law, they hereby adopt the following amendments to the Articles of Incorporation of this Corporation:

(a) Article Two is amended in its entirety to read as follows:

"TWO: A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public or charitable purposes.

B. In order to promote the common good and general welfare of the people in Southern California, without compensation (other than reimbursement for certain costs incurred), the specific purpose of this Corporation is to act as a design/builder of a regional public transit center on land owned by a public corporation. Such transit center will include a major transit plaza, a headquarters facility for such public corporation, and a public parking structure."

(b) Article Four is deleted in its entirety, and the following is substituted in lieu thereof:

"FOUR: A. This Corporation is organized and operated exclusively for charitable or public purposes within the meaning of Sections 501(c)(3) or 501(c)(4) of the Internal Revenue Code.

B. The property of this Corporation is irrevocably dedicated to public or charitable purposes and no part of the net earnings of the Corporation shall ever inure to the benefit of any private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make other payments in furtherance of the purposes set forth in Article TWO hereof. Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose."

3. No shares have been issued.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Dated: February 10, 1992

  
\_\_\_\_\_  
Nick Patsouras

  
\_\_\_\_\_  
Ted Tanner

  
\_\_\_\_\_  
Richard Alatorre

  
\_\_\_\_\_  
Robert S. Vogel

  
\_\_\_\_\_  
Antonio Villaraigosa

  
\_\_\_\_\_  
Elizabeth A. Harrison

**UNION STATION GATEWAY INC.**

**ACTION BY SOLE INCORPORATOR**

The undersigned, being the sole incorporator of Union Station Gateway Inc. (the "Corporation"), a California corporation, by written consent, without a meeting, hereby adopts the following resolutions:

**RESOLUTION REGARDING CORPORATION'S BYLAWS**

WHEREAS, the sole incorporator of the Corporation deems it necessary and appropriate to adopt a form of Bylaws for the regulation of the business of the Corporation until such time as the directors of the Corporation approve and adopt a form of Bylaws that will, thereafter, regulate the business of the Corporation; and

WHEREAS, the sole incorporator of the Corporation considers it appropriate that such Bylaws be adopted in the form attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED that the form of Bylaws that is attached hereto as Exhibit "A" be, and it hereby is, adopted and approved as the Bylaws of this Corporation until such time as the directors of the Corporation approve and adopt another form of Bylaws, and that a copy of said Bylaws be inserted in the minute book of the Corporation.

RESOLUTION REGARDING ELECTION OF THE BOARD OF DIRECTORS

WHEREAS, the sole incorporator deems it necessary and appropriate to elect a board of six members to act as the Board of Directors (the "Board of Directors") of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the following persons are elected as the Board of Directors of the Corporation to serve until the next annual meeting of the shareholders and until their successors have been duly elected and qualified.

Nick Patsaouras  
Southern California  
Rapid Transit District  
425 South Main Street  
Los Angeles, CA 90013

Richard Alatorre  
Southern California  
Rapid Transit District  
425 South Main Street  
Los Angeles, CA 90013

Antonio Villaraigosa  
Southern California  
Rapid Transit District  
425 South Main Street  
Los Angeles, CA 90013

Ted Tanner  
Catellus Development  
Corporation  
800 N. Alameda, #100  
Los Angeles, CA 90012

Robert S. Vogel  
Catellus Development  
Corporation  
800 N. Alameda, #100  
Los Angeles, CA 90012

Elizabeth A. Harrison  
Catellus Development  
Corporation  
800 N. Alameda, #100  
Los Angeles, CA 90013

RESOLUTION REGARDING EXECUTIVE OFFICES OF THE CORPORATION

WHEREAS, the sole incorporator of the Corporation deems it necessary and appropriate to establish the executive offices of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the executive offices of the Corporation shall be, and they hereby are, as follows:

1. President
2. Executive Vice President
3. Chief Financial Officer
4. General Counsel
5. Vice President of Construction
6. Vice President of Engineering
7. Corporate Secretary

BE IT FURTHER RESOLVED, that, as to the offices of President and Executive Vice President of this Corporation, the individuals that are appointed to such offices shall each be a representative of a separate shareholder (for example, if this Corporation has two shareholders, the President shall be a representative of shareholder "A" and the Executive Vice President shall be a representative of shareholder "B") and that the signature of each such officer is necessary in the execution of any and all contracts and/or other documents which may be executed by and on behalf of this Corporation.

Dated as of January 7, 1992



Cathlene L. Rosha, Esq.,  
Sole Incorporator



**BYLAWS OF**

**UNION STATION GATEWAY INC.**

**A California Nonprofit Public Benefit Corporation**

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BYLAWS OF -  
UNION STATION GATEWAY INC.  
A California Nonprofit Public Benefit Corporation

ARTICLE I  
PURPOSES AND POWERS

Section 1.01            General Purposes. Union Station Gateway Inc. (the "Corporation") is a nonprofit public benefit corporation organized under the Nonprofit Public Benefit Corporation Law of the State of California (hereinafter, the "Law") for public or charitable purposes.

Section 1.02            Specific Purposes. In order to promote the common good and public welfare of the people in Southern California, the specific purposes of the Corporation are to provide services and resources essential for the design and construction of a project to be located in central Los Angeles known as the Gateway Center Project, which shall include a public agency headquarters facility, public parking , and a public transportation center, all as more specifically described in that certain Development Agreement by and between The Southern California Rapid Transit District ("SCRTD") and Catellus Development Corporation ("CDC"), dated October 30, 1991.

Section 1.02            General Powers. The Corporation is to have and exercise all rights and powers conferred on nonprofit public benefit corporations under the laws of the State of California.

ARTICLE II  
OFFICES

Section 2.01            Principal Office. The principal office for the transaction of the business of the Corporation is located at 425 South Main Street, Los Angeles, California 90013. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another.

Section 2.02            Other Offices. Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where the Corporation is qualified to do business.

ARTICLE III  
MEMBERS

Section 3.01            Classification and Eligibility of Members. This Corporation shall have two classes of Members, designated as follows: Class A Members and Class B Members. There shall be no more than one Member of each Class, absent the unanimous approval of the Class A Member and Class B Member. The initial Class A Member shall be SCRTD. The initial Class B Member shall be CDC.

Section 3.02            Dues. No dues are required of any Member. This provision shall in no way be deemed to modify any contractual obligation of a Member to make payments to the Corporation.

Section 3.03            Voting Rights. The Class A Members and the Class B Members shall have the right to vote, as set forth in these bylaws, on the election of directors, on the disposition of all or substantially all of the assets of the Corporation, on any merger and its principal terms and any amendment of those terms, on any election to dissolve the Corporation, and on all other matters submitted to a vote of the Members whether or not required by the Law. In addition, Members shall have all rights afforded members under the Law. If the Corporation is dissolved, Members shall receive a pro rata distribution of all assets, exclusive of those held in charitable trust, remaining after payment or provision for payment of the obligations and debts of the Corporation and provision for any other payment required under applicable law. Except with regard to the election of directors, each Class of Members shall have one half of the votes eligible to be cast on a particular matter. (For example, if SCRTD is the sole Class A Member, and CDC has transferred half of its Class B Membership to "X Co." pursuant to Section 3.05 hereof, on a vote on a matter submitted to the Members, SCRTD would have 1 vote as Class A Member and CDC and X. Co. would each have one half of one vote as Class B Members.) With regard to the election of directors, the Class A Member shall be entitled to elect only the Class A Directors and to fill any Class A Director vacancies. Likewise, the Class B Member shall be entitled to elect only the Class B Directors and fill any Class B Director vacancies.

Section 3.04            Termination of Membership. A membership shall terminate on the resignation of a Member, on reasonable notice to the Corporation; provided however, no Member may resign if the effect of such resignation would be the breach of any contractual obligation of the Member to the Corporation.

Section 3.05            Transfer of Memberships. No Member may transfer or assign its membership to another person or entity, whether by sale, pledge, merger, operation of law or otherwise, without the prior written consent of the other Member(s) which consent may be withheld in the reasonable discretion of the non-transferring Member; provided, however, that, so long as SCRTD is a Member of this Corporation, the other Member(s) must consent to a transfer of the Class A Membership of SCRTD occasioned by any reorganization of SCRTD mandated by governmental authorities having the power to require or effect such reorganization.

Section 3.06            Meetings of Members.

(a)            Regular Meetings. Regular meetings of the Members of the Corporation shall be held once each fiscal year, in the month of September, on the second Monday at 8:00 a.m., Pacific Time, at the SCRTD Board Room, located at 425 South Main Street, Los Angeles, California. If the regular meeting date falls on a holiday, the meeting shall be held on the next business day, at the same time and place or on the date, and at the time and place, fixed by the Board of Directors at any regularly scheduled Board meeting.

(b)            Notice.

(1)            General Notice Requirements. Notice of each regular meeting shall be sent, at least ten but not more than fifty days before the meeting, by the Secretary or a delegate. Such notice shall be mailed by first-class, registered or certified, mail, to each Member of the Corporation on the

Corporation's records on the date of mailing. In lieu of mailing, such notice may be given by personal delivery to the office address of the Member or sent via telecopier (electronic transmission receipt acknowledged) to the office address of the Member. The notice shall specify the place, date, and hour of the meeting, and (i) for a special meeting, shall state the general nature of the business to be transacted, and that no other business may be transacted, or (ii) for the annual meeting, shall state those matters that the Board, at the time notice is given, intends to present for action by the Members, but it shall also state that any proper matter may be presented at the meeting. The notice of any meeting at which directors are to be elected shall include the names of all persons who are nominees when notice is given.

(2) Notice of Certain Agenda Items. Approval by the Members of any of the following proposals, other than by unanimous approval by those entitled to vote, is valid only if the notice or written waiver of notice states the general nature of the proposal or proposals:

- (A) Removing a director without cause;
- (B) Filling vacancies on the Board;
- (C) Amending the articles of incorporation;
- (D) Approving a contract or transaction between the Corporation and one or more directors, or between the Corporation and any entity in which a director has a material financial interest; or
- (E) Electing to wind up and dissolve the Corporation.

(c) Special Meetings. Special meetings of the Members may be called at any time and for any lawful purpose by the vote or written consent of the Board of Directors, Chairman of the Board, the President or by five percent (5%) or more of the Members. Written notice of the time and place of special meetings of the Members may be given in the same manner as for regular meetings of the Members.

(1) Calling Meetings. A special meeting called by any person (other than the Board) entitled to call a meeting shall be called by written request, specifying the general nature of the business proposed to be transacted, and submitted to the Secretary of the Corporation. The Secretary shall cause notice to be given promptly to the Members, in accordance with Section 3.06(b) of these bylaws, stating that a meeting will be held at a specified time and date fixed by the Board, provided, however, that the meeting date shall be at least 35 but no more than 90 days after receipt of the request. If the notice is not given within 20 days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing in this Section shall be construed as limiting, fixing, or affecting the time at which a meeting of Members may be held when the meeting is called by the Board.

(2) Proper Business of Special Meeting. No business, other than the business whose general nature was set forth in the notice of the meeting, may be transacted at a special meeting.

(d) Quorum. So long as the Corporation has one Class A Member and one Class B Member, a quorum for any meeting of the Members shall consist of all Members. If there is more than one Class A Member and/or Class B Member, a quorum shall consist of Members holding a majority of the eligible votes as calculated pursuant to Section 3.03 hereof.

(e) Adjournment. A majority of the Members present, whether or not constituting a quorum, may adjourn any meeting from time to time to another time and place. No meeting of Members may be adjourned for more than forty-five (45) days. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting.

(f) Notice of Adjournment. Notice of the time and place of holding an adjourned meeting need not be given to Members if the time and place of the meeting is announced at the adjourned meeting. If after adjournment a new record date is fixed for notice or voting, notice of the adjourned meeting shall be given, in the manner specified in Section 3.06(c) hereof for giving notice of special meetings.

(g) Voting. Voting may be by voice or ballot, except that any election of directors must be by ballot if demanded by any Member at the meeting before the meeting begins. Members shall be entitled to vote by proxy. Subject to the voting rights of the respective classes of Members with regard to the respective classes of directors, if a quorum is present, the affirmative vote of Members holding an absolute majority of the voting power of the Members shall be the act of the Members, unless the vote of a greater number or voting by classes is required by the Law or the articles of incorporation.

(h) Ralph M. Brown Act. All meetings of the Members shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, as amended (commencing with Section 54950 of the Government Code of the State of California).



ARTICLE IV  
DIRECTORS

Section 4.01. Number and Classification of Directors.

(a) Composition of the Board.

(1) The Board of Directors of the Corporation shall consist of six directors, three of whom shall be classified as Class A Directors and three of whom shall be classified as Class B Directors.

(2) All directors shall be nominated and elected by the Members. Subject to Section 4.01(c) hereof, each director shall serve for a term of four years and until his or her successor has been elected and qualified.

(3) The Class A Directors shall be elected by the Class A Member and the Class B Directors shall be elected by the Class B Member. Each such director shall hold office for four years and until a successor has been designated and qualified.

(b) Vacancies. A vacancy in the Board of Directors may only be filled by the Member entitled to elect directors of the Class in which the vacancy exists. Subject to Section 4.01(c) hereof, a successor director so elected shall serve for the unexpired term of his predecessor.

(c) Removal Without Cause. Any or all directors may be removed without cause provided that such removal is approved by the Member with the authority to elect such director.

(d) Compensation. Each director shall receive the sum of \$50 per meeting of the Board, or duly constituted committee of the Board, or such other sum as may be determined from time to time by the Board. This subsection shall not be construed to preclude any director from (i) serving the Corporation in any other capacity as officer, employee, agent or otherwise, and receiving additional remuneration for those services, or (ii) receiving additional reimbursement for expenses incurred in connection with such director's official duties.

Section 4.02. Powers. Subject to limitations of the Articles of Incorporation, other sections of these bylaws and of the Law, all corporate powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be controlled by, the Board of Directors. Pursuant to Section 5212 of the Law, the Board by resolution, may create one or more committees as it deems appropriate to perform Board functions.

Section 4.03. Meetings of the Board.

(a) Ralph M. Brown Act. All meetings of the Board of Directors shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, as amended (commencing with Section 54950 of the Government Code of the State of California).

(b) Regular Meetings. Subject to Section 4.03(a) hereof, regular meetings of the Board of Directors shall be held at 8:00 a.m., Pacific Time, on the Second Monday of each month; provided however, that the September meeting shall be held immediately after completion of the Annual Meeting of Members held pursuant to Section 3.06(a) hereof. Such meetings shall be held at the SCRTD Board Room located at 425 South Main Street, Los Angeles, California, or at such other place as may be designated by the Board from time to time. Notice of the time and place of each regular meeting shall be given to directors only if the time or date or location of such meeting is other than specified in this Section

4.03(b). If necessary, 48 hours prior to such meeting, the Secretary or a delegate shall cause such notices to be delivered personally, or by telephone (including telecopier, electronic transmission receipt acknowledged) or telegraph, to each member of the Board of Directors at his or her address, telephone or telecopier number as shown on the records of the Corporation. Alternatively, such notices may be sent by first class mail four days prior to such meeting.

(c) Special Meetings. Special meetings of the Board of Directors may be called for any purpose or purposes by the Chairman of the Board, President, or by a majority of either Class of directors then in office. Notice of the time and place of each special meeting of the Board of Directors shall be given in the same manner as for regular meetings of the Board of Directors not to be held at the regular time or date or place.

(d) Meetings by Telephone. Subject to any contrary provisions of the Ralph M. Brown Act, if there is otherwise a quorum present in person, with the concurrence of the directors present in person, other directors may participate in a meeting by telephone conference or similar communication equipment, as long as all directors participating in the meeting and members of the public in attendance can hear one another. All directors participating by telephone or similar conference shall be deemed to be present in person at such a meeting for all purposes except the establishment of a quorum.

(e) Quorum and Voting. At all meetings of the Board of Directors, four Members of the Board present in person at the meeting shall constitute a quorum for the transaction of business; provided however, that two of such directors must be Class A Directors and two of such directors must be Class B Directors. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless the Law, the Articles of Incorporation of the Corporation or these bylaws require a greater number. If the Board becomes deadlocked on any issue before it, such issue shall be referred for immediate and

binding resolution to a dispute resolution panel consisting of three persons: one designated by the Class A Directors, one designated by the Class B Directors, and one independent member familiar with the design and construction of projects similar to the Gateway Center Project. Such panel shall be established by the Board by appropriate resolutions as soon as possible after the adoption of these bylaws.

(f) Waiver of Notice. The transactions of any meeting of the Board of Directors which are noticed within the same times as specified in the Ralph M. Brown Act for notice to the public shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present without protest, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

(g) Adjournment. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting from time to time to another time and place.

(h) Notice of Adjournment. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than two full hours. If the meeting is adjourned for more than two full hours, notice of the adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment in the manner specified in Section 4.03(c) of these bylaws.

#### ARTICLE V OFFICERS

Section 5.01. Positions. The officers of the Corporation shall be Chairman of the Board, President, Executive Vice President, Secretary, Chief Financial Officer and such additional Vice Presidents as may from time to time be determined by the Board to be appropriate. The Corporation may also have, at the

discretion of the Board of Directors, such other officers as may be appointed in accordance with the provisions of Section 5.03 hereof. One person may hold two or more offices, except those of President and Secretary, or President and Chief Financial Officer.

Section 5.02.           Election. The officers of the Corporation, including those appointed under Section 5.03 or Section 5.05 hereof, shall be chosen by the Board and shall serve at the pleasure of the Board.

Section 5.03.           Subordinate Officers. The Board of Directors may appoint such other officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these bylaws or as the Board of Directors may from time to time determine.

Section 5.04.           Removal and Resignation. Any officer may be removed either with or without cause by the Board of Directors or by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.05.           Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause, shall be filled by the vote of a majority of the Board of Directors.

Section 5.06. Responsibilities of Officers.

(a) Chairman of the Board. The Chairman of the Board shall preside at meetings of Members and of the Board of Directors and shall exercise and perform such other duties and powers as the Board may assign from time to time. In the absence of the Chairman of the Board, the Board will designate a Chairman Pro Tem to preside at meetings of the Members and of the Board of Directors.

(b) President. The President shall be the chief executive officer of the Corporation. At the annual meeting of Members, he or she shall make a report of the activities of the Corporation during his or her term of office. He or she shall have the general powers and duties of management usually vested in the President of a nonprofit corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or these bylaws.

(c) Executive Vice President. The Executive Vice President shall have such duties and powers as may be prescribed by the Board of Directors or these bylaws, and, in the absence of the President, shall function as the chief executive officer of the Corporation with the powers and duties usually vested in the President.

(d) Vice-Presidents. Other Vice Presidents shall assist the President in the performance of his or her duties, and in the absence of the President and Executive Vice President, in order of rank prescribed by the Board of Directors, shall perform all the duties of the President and, while so acting, shall have all the powers of, and be subject to all restrictions upon, the President. Vice Presidents shall have such other powers and perform such other duties as may be prescribed for them respectively by the Board of Directors.

(e) Secretary. The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board of Directors may order, of all meetings of the Board of Directors, of committees of the Board and of the Members, specifying the time and place of holding and whether regular or special, the notice given thereof, the names of those present at such meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office, a Membership book containing the name and address of each Member and in any case where Membership has been terminated such fact shall be recorded in the book, together with the date on which the Membership ceased.

The Secretary shall give, or cause to be given, notice of all meetings required by these bylaws or by law to be given, and he or she shall keep the seal of the Corporation in safe custody, affixing it to documents as the business of the Corporation may require, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these bylaws.

(f) Chief Financial Officer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director.

The Chief Financial Officer shall deposit all moneys and other valuables in the name and to the credit of the Corporation with such depositaries as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his or her transactions as Chief Financial Officer and of the financial condition of the Corporation, and shall have

such other powers and perform such other duties as may be prescribed by the Board of Directors or these bylaws.

**ARTICLE VI  
RECORDS, REPORTS, AND INSPECTION RIGHTS**

Section 6.01.           **Records.** The Corporation shall keep at its principal office: (1) copies of the Articles of Incorporation and bylaws of the Corporation, (2) complete and correct books of account, (3) written minutes of the proceedings of the Members, the Board of Directors and its committees, and (4) a record of each Member's name, address, and class of Membership.

Section 6.02.           **Annual Report.** Unless the Corporation receives less than \$10,000 of gross revenues or receipts during a fiscal year, an annual report shall be prepared within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information in appropriate detail:

(a)       A balance sheet as of the end of the fiscal year, and an income statement and statement of changes in financial position for the fiscal year, accompanied by any report on them by independent accountants, or, if there is no such report, by the certificate of The Chief Financial Officer of the Corporation that they were prepared without audit from the books and records of the Corporation.

(b)       A statement of the place where the names and addresses of current Members are located.

(c)       Any information required by Section 8322 of the Law (regarding certain "interested person" transactions and indemnifications).



(d) A narrative statement reporting on the progress of the Project described in Section 1.02 of these bylaws.

Section 6.03. Members' Inspection Rights. Every Member shall have the right at any reasonable time to inspect, copy and make extracts of all books, records and documents of every kind and to inspect the physical properties of the Corporation as long as these acts are for a purpose reasonably related to the Member's interest as a member. Such inspection may be made in person or by an agent or attorney.

#### ARTICLE VII INDEMNIFICATION

Section 7.01. Right of Indemnity. To the fullest extent permitted by Section 5238 of the Law, this Corporation shall indemnify its officers, directors, employees, and other agents of the Corporation, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any proceeding, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that Section. "Agent," "proceeding," and "expenses," as used by this bylaw, shall have the same meaning as in Section 5238(a) of the Law.

Section 7.02. Approval of Indemnity. On written request to the Board by any person seeking indemnification under Section 5238(b) or 5238(c) of the Law, the Board shall promptly determine under Section 5238(e) of the Law, whether the applicable standard of conduct set forth in Section 5238(b) or 5238(c) has been met, and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to the which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of Members. At that meeting, the Members shall

determine under Section 5238(e) whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met, and, if so, the Members shall authorize indemnification.

Section 7.03.           Successful Defense. To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to in Section 5238(b) or Section 5238(c) of the Law, or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 7.04.           Advancement of Expenses. Expenses incurred by any agent in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding only upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it is determined ultimately that such person is entitled to be indemnified as provided in this Article VII.

Section 7.05.           Insurance. The Board of Directors is authorized to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability.

Section 7.06.           Further Limitations. This Article VII does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation, provided that nothing contained in this Section shall limit any right to indemnification to which such a trustee, investment manager or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by law.

ARTICLE VIII  
MISCELLANEOUS

Section 8.01            Fiscal Year. The fiscal year of this Corporation shall be from the first day of July through the 30th day of June.

Section 8.02            Purchasing and Contracting.

(a)        The President, with the concurrence of the Executive Vice President, may enter into contracts for goods or services on behalf of the Corporation providing for payments of not more than \$25,000 without the prior approval of the Board of Directors. The President shall report all such contracts to the Board of Directors at the next regular Board meeting after the date of the contract, such report to contain the name of the vendor of goods or services, the amount of the contract, and a brief description of goods or services to be provided.

(b)        Except for suppliers, contractors and consultants retained or committed to either by SCRTD or CDC prior to the formation of this Corporation or pursuant to the Development Agreement between SCRTD and CDC described in Section 1.02 of these bylaws (which contracts or commitments have been assigned to the Corporation), to the extent possible, contracts for goods and services by the Corporation in amounts exceeding \$25,000 shall be entered into only after open competition pursuant to procedures established by the Board. Sole source contracts in excess of \$25,000 shall require written justification to, and approval by, the Board.

(c)        The Corporation shall comply with "disadvantaged business enterprise" ("DBE") guidelines established by the Board, which guidelines shall be consistent with those described in the Development Agreement between the SCRTD and CDC described in Section 1.02 of these bylaws.

Section 8.03 Amendment. The bylaws of this Corporation may be amended by the vote of Members at any regular meeting of Members, or at any special meeting of Members called for that purpose. In addition, these bylaws may be amended at any time by the Board of Directors. However, without the approval of Members, the Board may not adopt, repeal, or amend any bylaws that would:

- (1) change the number or classification of directors;
- (2) increase or extend the terms of directors; or
- (3) allow any director to hold office by designation or selection rather than by election by a Member or Members; or

- (4) change the quorum for Members' meetings;
- (5) repeal, restrict, expand, or otherwise change proxy rights; or
- (6) authorize cumulative voting.

Section 8.04. Statutory and Other References. All references to particular sections of the Law contained herein shall include future amendments to such sections or renumbering of such sections. References to the "Board" shall mean the Board of Directors of this Corporation.

CERTIFICATE OF SECRETARY

I, the undersigned, certify that:

- (1) I am the presently elected and acting secretary of Union Station Gateway, Inc.; and
- (2) The above Bylaws, consisting of eighteen (18) pages are the Bylaws of this Corporation as adopted at a meeting of the Board of Directors held on February 10, 1992.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of this Corporation on February 20, 1992.

\_\_\_\_\_  
Helen M. Bolen, Secretary

CONTRACT NO.  
**5723**

**RECEIVED**  
APR 17 1992

USG

DESIGN AND CONSTRUCTION AGREEMENT

This Agreement, dated as of \_\_\_\_\_, is entered into by and between THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a California public corporation ("RTD") and UNION STATION GATEWAY INC., a California non-profit public benefit corporation ("USG").

RECITALS

- A. The RTD has entered into that certain Development Agreement (the "Development Agreement") dated October 30, 1991 by and between RTD and Catellus Development Corporation, a Delaware corporation;
- B. The Development Agreement contemplates the incorporation of USG and the execution of a contract between USG and RTD for the design and construction services for the following Project: The Project shall consist of Phase I and the Phase II Public Parking and related On-site Infrastructure and Off-site Infrastructure composing a part of the Gateway Center at Union Station (otherwise referred to as "Union Station Gateway"), all as defined in the Development Agreement. This Agreement is subject to the terms and conditions of the Development Agreement.

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

1. USG shall provide design and construction of the Project, including all professional design and engineering services and all labor materials and equipment used or incorporated in such design and construction pursuant to the Development Agreement.
2. RTD shall pay USG in current funds for USG's performance of initial services under this Agreement the Contract Sum of \$8,544,000. Said sum may be amended by mutual agreement of the parties with fixed price amounts, consistent with the Project Budget, for each element or stage of the Project for which funding is secured by RTD.

3. Within five business days of receipt of an application for payment (and an invoice or payment voucher containing sufficient justification and documentation) certified by the President and Chief Financial Officer of USG, provided that the amount indicated in said application when added to amounts previously paid by USG do not exceed the approved Contract Sum, as amended, RTD shall pay USG the sum indicated in said application. USG shall maintain a Project Budget, Project Schedule and account record and shall make these available to RTD upon request. USG shall submit monthly reports on the status of all active accounts to RTD.
4. At each stage in the design and construction process (i.e., schematic design, design development, construction documents and construction) USG shall submit to RTD a report for review and approval. A notice to proceed shall be issued by RTD to USG prior to the start of each stage of Work. At the completion of each design stage, design documents shall be submitted to RTD along with an updated Budget and a Project Schedule. Preliminary design documents shall consist of schematic design documents and design development documents together consisting of preliminary design drawings, outline specifications and other documents to fix and describe the size, quality and character of the particular elements of the Project, its architectural, structural, mechanical and electrical systems, materials, furniture, fixtures, equipment and such other parts of the Project as may be appropriate. No construction shall proceed with respect to the RTD's Headquarters building requiring an environmental impact report (EIR) unless and until said EIR has been reviewed and certified, and funding has been obtained.
5. This Agreement shall be governed by the laws of the State of California.
6. This Agreement is subject to various provisions of California and applicable Federal law regarding public works contracts. All applicable California and Federal statutes, rules, regulations and interpretations thereof are hereby incorporated by reference into this Agreement as if set forth in their entirety.
7. In case a provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected.
8. In case of termination of any architect or other consultant USG shall provide the services of another qualified person or entity against whom the RTD makes no reasonable objection.

9. Claims, disputes and other matters ("Disputes") in question between the parties to this Agreement arising out of or relating to the Agreement shall be decided by arbitration in accordance with the provisions of Public Contract Code Section 10240 et seq. However, notwithstanding the foregoing, the parties may agree, by separate agreement, that any Disputes may be decided by other agreed upon tribunals.
10. The performance of Work under this Agreement may be terminated by the RTD in accordance with the provisions of this Agreement, in whole or from time to time, in part, whenever such termination is in the best interest of the RTD.

Such termination shall be effected by delivery to USG of a Notice of Termination specifying the extent to which performance of Work under the Agreement is terminated and the date upon which such termination is effective. After receipt of a Notice of Termination, except as otherwise directed by the RTD, USG shall:

- 1) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- 2) Place no further orders or subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- 3) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- 4) Assign to RTD, in the manner, at the times, and to the extent directed by it, all of the right, title, and interest of USG in the orders and subcontracts affected by the termination. RTD may, in its discretion, settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- 5) Transfer title and deliver to RTD, in the manner, at the times, and to the extent, if any, directed by it,
  - a) The fabricated or unfabricated parts, Work in process, completed Work, supplies and other material procured as a part of or acquired in connection with the performance of the Work terminated by the Notice of Termination, and



- b) The completed or partially completed plans, drawings, information, and other property which, if the Agreement had been completed, would have been required to be furnished to.
11. The parties contemplate entering into a complete Design and Construction Agreement by April 15, 1992. This Agreement shall terminate at 5:00 p.m. on April 15, 1992 unless it is extended by mutual agreement of the parties or is superceded by a new agreement.

**EXECUTION**

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

UNION STATION GATEWAY INC.  
a California non-profit public benefit corporation

By: 

Name: John Bollinger  
Title: President

By: 

Name: Ted Tanner  
Title: Executive Vice President

THE SOUTHERN CALIFORNIA RAPID  
TRANSIT DISTRICT, a public corporation

By: 

Name: Alan F. Pagg  
Title: General Manager

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

By: 

General Counsel

RTD/USG  
Design and Construction Agreement

DCA/20305  
Page 4

5723

Bill 114

OCPM-117  
REV 10/91

# REQUEST TO PURCHASE

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
OFFICE OF CONTRACTS, PROCUREMENT & MATERIEL  
(213) 972-5028

RECEIVED

APR 17 1992

RTD

USG

P.O. No.	_____
Reqn. No.	2-4200-G16
Order Placement Date	_____
User Order Date	_____

ACCOUNT NO. 10583	A.F.E. NO. 31828	WORK ORDER/MODE	GRANT NO. CA-98-9901	BUYER/CA
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Supplier: Union Station Gateway Inc.  
425 S. Main Street  
Los Angeles, CA 90013  
Attn: John Bollinger (5th floor)

CONTRACT NO.  
**5723**

Please Ship To:  
 470 Bauchet Street  
Los Angeles, CA 90012

**RECEIVED**  
MAR 17 1992

OMD

Payment Terms	SHIP Via:	F.O.B.	User Required Date	Vendor Delivery Commitment
---------------	-----------	--------	--------------------	----------------------------

Quantity	Description/Part Number	Only order one class of Material on a Requisition	RECEIVED UNIT	EXTENSION
	Design/Builder services on Union Station Gateway project on behalf of RTD		MAR 23 1992	
	Amount authorized pursuant to Board Action January 9, 1992		DBE OFFICE	
			<del>\$0,554,000</del> MAR 4-7-92	
			\$8,432,326	
			per P.R. No. 2-4200-G15	

Placed By:  Telephone  Fax  Mail With \_\_\_\_\_

REMARKS: \_\_\_\_\_ STATE SALES TAX APPLICABLE

TECHNICAL INSPECTION REQUIRED

HAZARDOUS MATERIAL

Originator John Bollinger Ext. 4867 Date 3/16/92 Department Head [Signature] Date 3/16

<input type="checkbox"/>	Assistant General Manager	Date <u>3/16</u>	Purchaser	Date <u>4-1-92</u>
<input type="checkbox"/>	Chief Clerk	Date <u>3/20</u>	Buyer	Date <u>4-1-92</u>
<input type="checkbox"/>	Legal	Date <u>3/26</u>	Purchase Contract Manager	
<input type="checkbox"/>	General Manager	Date <u>3/23/92</u>	Assistant Director/OCPM	
<input type="checkbox"/>	District Secretary		OCPM	
<input type="checkbox"/>	Other			

SEND (3) COPIES DIRECT TO OCPM

CONTRACT SUMMARY SHEET				
DATE: 04/07/92	REP/IFB NO: NONE	CONTRACT #	LN	
SEE ATTACHED SHEET FOR ACCOUNT DISTRIBUTION BREAKDOWN				
VENDOR: 57082	CONTRACT TYPE: FP	TERM: 10/30/91 - 12/31/91		
FIRM: UNION STATION GATEWAY, INC. 425 SO. MAIN STREET LOS ANGELES, CA				
909013		T O T A L:	\$8,432,326	
ATT: JOHN BOLLINGER PHONE: 213/972-4867 DISK REF: NONE		ACTION: CONTRACT AWARD		
DESCRIPTION: THIS LINE DELETES \$121,674 FROM THIS CONTRACT. THE DELETED MONEY IS GOING TO CONTRACT 5652, AMENDMENT NO. 1, WITH CATELLUS DEVELOPMENT TO PAY FOR ALREADY INCURRED COSTS IN EXCESS OF THAT CONTRACT'S \$1,000,000 AMOUNT. SEE K 5652 FOR FURTHER INFORMATION.				
PAYMENT PROVISION: FIXED PRICE, \$8,432,326.				
PROJECT MANAGER: J. BOLLINGER COMMENTS: X 24867 LINE 02				
CONTRACT ADMINISTRATOR: WILLIAM BEIGEL			DATE:	

CONTRACT SUMMARY SHEET ACCOUNT DISTRIBUTION BREAKDOWN							
DATE: 04/07/92	ACTION: CONTRACT AWARD		REP/IFB NO: NONE	CONTRACT #	LN		
				5723			
LINE	REQ. NO	ACCT	DEPT	W/O	AFE	GRANT	AMOUNT
001	24200G16	10583	4200	0000	31828	CA-98-9901	\$8,554,000
002	NONE	10583	4200	0000	31828	CA-98-9901	\$121,674-
<b>RECEIVED</b>							
APR 17 1992							
USG							
<b>TOTAL:</b>							<b>\$8,432,326</b>

**DESIGN AND CONSTRUCTION AGREEMENT**

**DATED: JUNE 30, 1992**

**by and between**

**THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT,  
a California public corporation, as "Owner"**

**and**

**UNION STATION GATEWAY INC.,  
a California non-profit public benefit corporation,  
as "Design/Builder"**

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## AGREEMENT

made as of the  
Hundred and

day of

in the year of Nineteen

**BETWEEN the Owner:** The Southern California Rapid Transit District, a  
*(Name and address)* California Public Corporation  
425 S. Main Street, Los Angeles, California 90013

**and the Design/Builder:** Union Station Gateway Inc., a California non profit  
*(Name and address)* public benefit corporation

### For the following Project:

*(Include Project name, location and detailed description of scope.)*

"Phase I" and "Phase II Public Transit Improvements," all as defined in that certain Development Agreement (the "Development Agreement") dated October 30, 1991, by and between Owner and Catellus Development Corporation, a Delaware corporation.

The architectural services described in Article 2 will be provided by the following person or entity who is lawfully licensed to practice architecture:

*(Name and address)* Ehrenkrantz & Eckstut Architects and McLarand, Vasquez & Partners,  
23 East Fourth Street 695 Town Center Dr., Suite 300  
New York, New York 10003 Costa Mesa, CA 92626

The Owner and the Design/Builder agree as set forth below.

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Terms and Conditions—Part 1

Preliminary Design and Budgeting

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 The Project is the total design and construction for ~~which the Design/Builder is responsible under Part 1~~, including all professional design services and all labor, materials and equipment used or incorporated in such design and construction.

1.1.2 The Work comprises the completed construction designed under the Project and includes labor necessary to produce such construction, and materials and equipment incorporated or to be incorporated in such construction.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 This Part 1 shall be signed in not less than duplicate by the Owner and Design/Builder.

1.2.2 Nothing contained in the Design/Builder Contract Documents shall create a professional obligation or contractual relationship between the Owner and any third party.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 The drawings, specifications and other documents furnished by the Design/Builder ~~shall become the property of the Owner whether or not the Project for which they are made is commenced.~~

~~Drawings, specifications and other documents~~ by the Design/Builder shall not be used by the Owner on other projects, for additions to this Project or, unless the Design/Builder is in default under Part 1, for completion of this Project by others, except by written agreement relating ~~to use, liability, and compensation.~~

1.3.2 Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design/Builder's or the Architect's common law copyrights or other reserved rights.

ARTICLE 2 DESIGN/BUILDER

2.1 SERVICES AND RESPONSIBILITIES

2.1.1 Design services shall be performed by <sup>(3)</sup> qualified architects, engineers and other professionals selected and paid by the Design/Builder. The professional obligations of such persons shall be undertaken and performed in the interest of the Design/Builder. Construction services shall be performed by qualified construction contractors and suppliers, selected and paid by the Design/Builder and acting in the interest of the Design/Builder. Nothing contained in <sup>(4)</sup> shall create any professional obligation or contractual relationship between such persons and the Owner.

2.1.2 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees and parties in privity of contract with the Design/

Builder to perform a portion of the Work, including their agents and employees.

2.2 BASIC SERVICES

2.2.1 The Design/Builder's Basic Services are as described below and in ~~Article 2~~, the Addendum.

2.2.2 The Design/Builder shall review the Owner's program to ascertain requirements of the Project and shall review such requirements with the Owner.

2.2.3 The Design/Builder shall provide, after consultation with the Owner, a preliminary evaluation of the program and Project budget, each in terms of the other.

2.2.4 The Design/Builder shall review with the Owner alternative approaches to design and construction of the Project. <sup>(5)</sup> See p. 2A

2.2.5 ~~The Design/Builder shall submit a Proposal including the completed Preliminary Design Documents, a statement of the proposed contract sum, a proposed schedule for completion of the Work under Part 2 and all other information necessary to complete Part 2. Preliminary Design Documents shall consist of preliminary design drawings, outline specifications and other documents to fix and describe the size, quality and character of the entire Project, its architectural, structural, mechanical and electrical systems, and the materials and such other elements of the Project as may be appropriate. If the Proposal is accepted by the Owner, they shall then execute Part 2. Modifications to the Proposal before execution of Part 2 shall be recorded in writing as an addendum and be identified in the Contract Documents of Part 2.~~

2.3 ADDITIONAL SERVICES

All other services requested by the Owner and mutually agreed to in writing by the Owner and Design/Builder ~~Part 2~~, including, among others, changes in Project scope and program, shall constitute Additional Services and shall be paid for by the Owner as provided in ~~Part 2~~, this Agreement.

ARTICLE 3 OWNER

3.1 The Owner shall provide <sup>(6)</sup> information regarding requirements for the Project, including but not limited to the Owner's design objectives, constraints and criteria. <sup>(7)</sup>

3.2 ~~the Owner shall~~ budget for the Project. ~~budget shall~~ <sup>(8)</sup> ~~constitute a fixed limit of construction cost unless such limit has been agreed to in writing by the Design/Builder.~~ <sup>(9)</sup> No budget shall constitute a fixed limit of construction cost unless such limit has been agreed to in writing by the Design/Builder. <sup>(9)</sup>

3.3 The Owner shall designate a representative <sup>(9)</sup> authorized to act on the Owner's behalf with respect to the Project. <sup>(10)</sup> The Owner or such authorized representative shall examine the documents submitted by the Design/Builder and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of design and construction.

3.4 The Owner shall cooperate with the Design/Builder in identifying <sup>(11)</sup> required permits, licenses and inspections, and <sup>(12)</sup>

- 1.1.1 - (1) - of "Phase I" and "Phase II Public Transit Improvements," all as defined in the Development Agreement,
- 1.1.2 - (2) - The Work shall include all tenant improvement, art, and furniture, fixture and equipment work for Phase I improvements, as shall be specified in the Construction Documents.
- 2.1.1 - (3) - who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform such design service, and who shall be
- (4) - this Agreement
- 2.2.5 - (5) - The Design/Builder shall submit to Owner a Report, including the completed Preliminary Design Documents for each Element of the Project, a preliminary budget and a proposed schedule for completion of the Work under this Agreement ("Project Schedule") The Project Schedule should cover the period from commencement of design through completion of the Project. Preliminary Design Documents shall consist of Schematic Design Documents and Design Development Documents together consisting of preliminary design drawings, outline specifications and other documents to fix and describe the size, quality and character of the particular Elements of the Project, its architectural, structural, mechanical and electrical systems, and the materials and such other parts of the Project as may be appropriate.
- 3.1 - (6) - to Design/Builder in accordance with the terms of the Development Agreement
- 3.2 - (7) - shall have the right to review and approve the
- (8) - prepared by Design/Builder
- 3.3 - (9) - ("Owners Designee")
- (10) - Wherever the term "Owner" is used in this agreement, it is understood that such term may also refer to the Owner's Designee.
- 3.4 - (11) - and securing
- (12) - including building permits

Note: See p. 3A and applicable provisions of the Addendum amendments.

shall take appropriate action with reasonable promptness.

3.5 Prior to commencement of Basic Services, the Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, elevations and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available services and utility lines, both public and private, above and below grade, including inverts and depths.

3.6 ~~The Owner shall furnish geotechnical data and other data deemed necessary by the Design/Builder.~~ Geotechnical engineers or other consultants shall be selected by mutual agreement. Such services shall include, as required, applicable test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, and other necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

3.7 The services, information, surveys and reports required by Paragraphs 3.5 and 3.6 shall be furnished at the Owner's expense, and the Design/Builder shall be entitled to rely upon their accuracy and completeness.

3.8 ~~With the Owner's consent, the Design/Builder shall have the right to suspend or delay the Work, at the Owner's expense, if the Owner fails to provide information or services required by Paragraphs 3.5 and 3.6.~~

3.9 The Owner shall furnish required information and services and shall render decisions with reasonable promptness to avoid delay in the orderly progress of the Design/Builder's services. (2)

3.10 The Owner shall communicate with contractors only through the Design/Builder. (3)

See Addendum Section A-3

~~ARTICLE 4~~

~~TIME~~

4.1 ~~The Design/Builder shall provide the Basic and Additional Services as expeditiously as is consistent with reasonable skill and care and shall complete the services in the time provided in Article 4.~~

~~ARTICLE 5~~

~~PAYMENTS~~

5.1 ~~The initial payment shall be made to the Design/Builder upon execution of this Part 1 and credited to the Owner's account as provided in Subparagraph 9.1.2.~~

5.2 Subsequent payments for Part 1 Basic Services, Additional Services and Reimbursable Expenses shall be made monthly on the basis set forth in Article 9.

5.3 Within ten days of the Owner's receipt of a properly submitted Application for Payment, the Owner shall make payment to the Design/Builder.

5.4 Payments due the Design/Builder under Part 1 which are not paid when due shall bear interest from the date due at the rate specified in Paragraph 9.5, or in the absence of a specified rate, at the legal rate prevailing where the principal office of the Design/Builder is located.

~~ARTICLE 6~~  
~~ARBITRATION~~

6.1 ~~Any dispute or claim arising out of or relating to Part 1 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties agree otherwise. No arbitration arising out of or relating to Part 1 shall include, by consolidation or joinder or in any other manner, an additional person not a party to Part 1 except by written consent containing specific reference to Part 1 and signed by the Owner, Design/Builder and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of a dispute not described therein or with a person not named therein. This provision shall be specifically enforceable in any court of competent jurisdiction.~~

6.2 Notice of demand for arbitration shall be filed in writing with the other party to Part 1 and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the applicable statute of limitations would bar institution of a legal or equitable proceeding based on such claim, dispute or other matter in question.

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

6.4 Unless otherwise agreed in writing, the Design/Builder shall carry on the services and maintain progress during any arbitration proceedings, and the Owner shall continue to make payments to the Design/Builder in accordance with Part 1.

6.5 This Article 6 shall survive completion or termination of Part 1.

ARTICLE 7

MISCELLANEOUS PROVISIONS State of California

7.1 This Agreement shall be governed by the law of the State of California.

7.2 The table of contents and the headings of articles and paragraphs are for convenience only and shall not modify rights and obligations created by this Agreement.

7.3 In case a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

7.4 SUCCESSORS AND ASSIGNS

7.4.1 This Agreement shall be binding on successors, assigns and legal representatives of and persons in privity of contract with the Owner or Design/Builder. Neither party shall assign, sublet or transfer an interest in this Agreement without written consent of the other.

7.4.2 This Paragraph 7.4 shall survive completion or termination of this Agreement.

7.5 ENTIRE AGREEMENT

7.5.1 This Agreement represents the entire agreement for Preliminary Design and Budgeting and supersedes all prior negotiations, representations or agreements which may be made in connection with this Agreement.

AMENDMENT

- 3.7 - (1) - and in Section A - 2.1.3 of the Addendum
- 3.9 - (2) - and/or design and construction.
- 3.10 - (3) - or with Design/Builder's written consent given in advance.

amended only by written instrument signed by both Owner and Design/Builder.

7.6 In case of termination of the Architect, the Design/Builder shall provide the services of another lawfully licensed person or entity against whom the Owner makes no reasonable objection.

### ARTICLE 8

#### TERMINATION OF THE AGREEMENT

~~8.1 Part 1 may be terminated by either party upon seven days' written notice should the other party fail substantially~~

~~to perform its obligations under Part 1.~~  
the party initiating the termination.

~~8.2 Part 1 may be terminated by the Owner upon at least seven days' written notice to the Design/Builder in the event that the Project is permanently abandoned.~~

~~8.3 In the event of termination, not the fault of the Design/Builder, the Design/Builder shall be compensated for services performed to termination date, together with Reimbursable Expenses then due and Termination Expenses. Termination Expenses are expenses directly attributable to termination, including a reasonable amount for overhead and profit, for which the Design/Builder is not otherwise compensated under Part 1.~~

Note: Part 1, Pages 5 and 6 are intentionally deleted.

Terms and Conditions—Part 2 ~~Agreement~~ Final Design and Construction

**ARTICLE 1**  
**GENERAL PROVISIONS**

**1.1 BASIC DEFINITIONS**

(1) 1.1.1 ~~The Contract Documents consist of the Design Builder's Proposal identified in Article 14, this Part 2, the Construction Documents approved by the Owner in accordance with Subparagraph 2.2.2 below and Modifications issued after execution of Part 2. A Modification is a Change Order or a written amendment to Part 2 signed by both parties. These form the Contract, and are as fully a part of the Contract as if attached to this Part 2 on a separate basis.~~

~~1.1.2 The Project is the total design and construction for which the Design/Builder is responsible under Part 2, including all professional design services and all labor, materials and equipment used or incorporated in such design and construction.~~

~~1.1.3 The Work comprises the completed construction designed under the Project and includes labor necessary to produce such construction, and materials and equipment incorporated into or to be incorporated in such construction.~~

**1.2 EXECUTION, CORRELATION AND INTENT**

~~1.2.1 This Part 2 shall be signed in not less than duplicate by the Owner and Design/Builder.~~

1.2.2 It is the intent of the Owner and Design/Builder that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent with and is reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

~~**1.3 OWNERSHIP AND USE OF DOCUMENTS**~~

~~1.3.1 The drawings, specifications and other documents furnished by the Design/Builder are instruments of service and shall not become the property of the Owner whether or not the Project for which they are made is commenced. Drawings, specifications and other documents furnished by the Design/Builder shall not be used by the Owner on other projects, for additions to this Project or, unless the Design/Builder is in default under Part 2, for completion of this Project by others, except by written agreement relating to use, liability and compensation.~~

1.3.2 Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design/Builder's or the Architect's common law copyrights or other reserved rights. The Owner shall own neither the documents nor the ~~rights~~

**ARTICLE 2**  
**DESIGN/BUILDER**

~~**2.1 SERVICES AND RESPONSIBILITIES**~~

~~2.1.1 Design services shall be performed by qualified architects, engineers and other professionals selected and paid by the Design/Builder. The professional obligations of such persons shall be undertaken and performed in the interest of the Design/Builder. Construction services shall be performed by qualified construction contractors and suppliers, selected and paid by the Design/Builder and acting in the interest of the Design/Builder. Nothing contained in Part 2 shall create any professional obligation or contractual relationship between such persons and the Design/Builder.~~

**2.2 BASIC SERVICES**

2.2.1 The Design/Builder's Basic Services are described below and in ~~Articles~~ (2) (3)

2.2.2 ~~Based on the Design/Builder's Proposal~~, the Design/Builder shall submit Construction Documents for review and approval by the Owner. Construction Documents shall include technical drawings, schedules, diagrams and specifications, setting forth in detail the requirements for construction of the Work, and shall:

- .1 develop the intent of the Design/Builder's ~~Proposal~~ Report in greater detail;
- .2 provide information customarily necessary for the use of those in the building trades; and
- .3 include documents customarily required for regulatory agency approvals.

2.2.3 The Design/Builder shall assist the Owner in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

2.2.4 Unless otherwise provided in the Contract Documents, the Design/Builder shall provide or cause to be provided and shall pay for design services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

2.2.5 The Design/Builder shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.

2.2.6 The Design/Builder shall keep the Owner informed of the progress and quality of the Work.

2.2.7 If requested in writing by the Owner, the Design/Builder, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Contract Documents and initially shall decide, subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both Owner and Design/Builder. Such interpretations and decisions shall be in writing, shall not be presumed to be correct and shall be given such weight as the arbitrator(s) or the court shall determine.

- 1.1.1 - (1) - The Contract Documents consist of the Design/Builder's Report, this Agreement (which includes Part 1, Part 2 and the Addendum) the Construction Documents caused to be prepared by Design/Builder and approved by Owner in accordance with Subparagraph 2.2.2 below, and Modifications issued after execution of this Agreement. A Modification is a Change Order or a written amendment to this Agreement signed by both parties. These form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein.
- 2.2.1 - (2) - Part 1, Section 2.2 and in the Addendum, Subsection A-2.2
- 2.2.2 - (3) - As requested in writing by Owner,
- 2.2.5 - (4) - or its contractor



2.2.8 The Design/Builder shall correct Work which does not conform to the Construction Documents.

2.2.9 The Design/Builder warrants to the Owner that materials and equipment incorporated in the Work will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements shall be corrected in accordance with Article 9.

2.2.10 The Design/Builder shall pay all sales, consumer, use and similar taxes which were in effect at the time the Design/Builder's Proposal was first submitted to the Owner and shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are either customarily secured after execution of Part 2 or are legally required at the time the Design/Builder's Proposal was first submitted to the Owner.

2.2.11 The Design/Builder shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

2.2.12 The Design/Builder shall pay royalties and license fees. The Design/Builder shall defend suits or claims for infringement of patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the Owner. However, if the Design/Builder has reason to believe the use of a required design, process or product is an infringement of a patent, the Design/Builder shall be responsible for such loss unless such information is promptly given to the Owner.

2.2.13 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees and parties in privity of contract with the Design/Builder to perform a portion of the Work, including their agents and employees. (2)

2.2.14 The Design/Builder shall keep the premises free from accumulation of waste materials or rubbish caused by the Design/Builder's operations. At the completion of the Work, the Design/Builder shall remove from and about the Project the Design/Builder's tools, construction equipment, machinery, surplus materials, waste materials and rubbish.

2.2.15 The Design/Builder shall prepare Change Orders for the Owner's approval and execution in accordance with Part 2 and shall have authority to make minor changes in the design and construction consistent with the intent of Part 2 not involving an adjustment in the contract time or an extension of the contract time. The Design/Builder shall promptly inform the Owner, in writing, of minor changes in the design and construction. (4)

2.2.16 The Design/Builder shall notify the Owner when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance, shall include a list of items to be completed or corrected and shall fix the time within which the Design/Builder shall complete items listed therein. Disputes between the Owner and Design/Builder regarding the Certificate of Substantial Completion shall be resolved by arbitration. (9)

(1)  
(3)  
(5)  
(6)

(10)  
2.2.17 The Design/Builder shall maintain in good order at the site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction. These shall be delivered to the Owner upon completion of the design and construction and prior to final payment.

ARTICLE 3  
OWNER

~~3.1 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine documents submitted by the Design/Builder and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the Work.~~

3.2 The Owner may appoint an on-site project representative to observe the Work and to have such other responsibilities as the Owner and Design/Builder agree in writing prior to execution of Part 2.

3.3 The Owner shall cooperate with the Design/Builder in securing building and other permits, licenses and inspections, and shall pay the fees for such permits, licenses and inspections, if the cost of such fees is not identified as being included in the Design/Builder's Proposal.

~~3.4 The Owner shall furnish services by land surveyors, geotechnical engineers and other consultants for subsurface, air and water conditions, in addition to those provided under Part 1 when such services are deemed necessary by the Design/Builder to carry out properly the design services under this Part 2.~~

3.5 The Owner shall furnish structural, mechanical, chemical, geotechnical and other laboratory or on-site tests, inspections and reports as required by law or Contract Documents.

3.6 The services, information, surveys and reports required by Paragraphs 3.4 and 3.5 shall be furnished at the Owner's expense, and the Design/Builder shall be entitled to rely upon their accuracy and completeness.

3.7 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Design or Construction Documents, the Owner shall give prompt written notice thereof to the Design/Builder.

3.8 The Owner shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.

3.9 The Owner shall, at the request of the Design/Builder, provide a certified or notarized statement of funds available for the Project and their source.

3.10 The Owner shall communicate with contractors only through the Design/Builder.

ARTICLE 4  
TIME

4.1 The Design/Builder shall provide services as expeditiously as is consistent with reasonable skill and care and the orderly progress of design and construction.

~~4.2 Time limits stated in the Contract Documents and the Addendum for Part 2. The Work to be performed and~~

- 2.2.10 - (1) - this Agreement
- 2.2.14 - (2) - or its contractor
- 2.2.15 - (1) - this Agreement
- (3) - amounts payable to the Design/Builder
- 2.2.16 - (4) - or Element
- (5) - for the Work or an agreed upon portion or Element thereof
- (6) - and other pertinent responsibilities
- (7) - or an agreed upon portion or Element thereof
- (8) - "punch list"
- (9) - punch list items and their completion
- 2.2.17 - (10) - or its contractor

~~2.4.4 The Design/Builder shall provide a notice to proceed and shall include a copy of the Contract Documents and the Substantial Completion schedule as indicated in the Addendum.~~

4.3 The Date of Substantial Completion of the Work or an agreed upon portion thereof is the date when construction or an agreed upon portion thereof is sufficiently complete so the Owner can occupy and utilize the Work or agreed upon portion thereof for its intended use.

~~4.4 The schedule provided in the Design/Builder's Proposal shall include a construction schedule consistent with Paragraph 2.4.3 above.~~

4.5 If the Design/Builder is delayed in the progress of the Project by acts or neglect of the Owner, Owner's employees, separate contractors employed by the Owner, changes ordered in the Work not caused by the fault of the Design/Builder, ~~labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or other causes beyond the Design/Builder's control, or by delay authorized by the Owner's pending arbitration or another cause which the Owner and Design/Builder agree is justifiable,~~ the contract time shall be reasonably extended by Change Order.

ARTICLE 5  
PAYMENTS

5.1 PROGRESS PAYMENTS

~~5.1.1 The Design/Builder shall submit to the Owner itemized Applications for Payment in such detail as indicated in Article 14.~~

5.1.2 Within ten days of the Owner's receipt of a properly submitted and correct Application for Payment, the Owner shall make payment to the Design/Builder.

5.1.3 The Application for Payment shall constitute a representation by the Design/Builder to the Owner that, to the best of the Design/Builder's knowledge, information and belief, the design and construction have progressed to the point indicated; the quality of the Work covered by the application is in accordance with the Contract Documents; and the Design/Builder is entitled to payment in the amount requested.

5.1.4 The Design/Builder shall pay each contractor, upon receipt of payment from the Owner, out of the amount paid to the Design/Builder on account of such contractor's work, the amount to which said contractor is entitled in accordance with the terms of the Design/Builder's contract with such contractor. The Design/Builder shall, by appropriate agreement with each contractor, require each contractor to make payments to subcontractors in similar manner.

5.1.5 The Owner shall have no obligation to pay or to be responsible in any way for payment to a contractor of the Design/Builder except as may otherwise be required by law.

5.1.6 No progress payment or partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

5.1.7 The Design/Builder warrants that: (1) title to Work, materials and equipment covered by ~~Applications for Payment~~

(3) ~~Payment~~ will pass to the Owner either by incorporation in construction or upon receipt of payment by the Design/Builder, whichever occurs first; (2) Work, materials and

equipment covered by previous ~~Applications for Payment~~ are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by ~~Applications for Payment~~ will have been acquired by the Design/Builder, or any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Design/Builder or such other person.

~~5.1.8 If the Contract Documents provide that the date of Substantial Completion or occupancy of the Work or any agreed upon portion thereof by the Owner, whichever occurs first, the Design/Builder may apply for and the Owner, if the Design/Builder has satisfied the requirements of Paragraph 5.2.1 and any other requirements of the Contract relating to retainage, shall pay the Design/Builder the amount retained, if any, for the Work or for the portion completed or occupied, less the reasonable value of incorrect or incomplete Work. Final payment of such withheld sum shall be made upon correction or completion of such Work.~~

5.2 FINAL PAYMENT (5)

~~5.2.1 At the time of final payment, the Design/Builder shall submit to the Owner:~~

- (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which the Owner or Owner's property might be liable have been paid or otherwise satisfied.
- (2) consent of surety, if any, to final payment.
- (3) a certificate that insurance required by the Contract Documents is in force following completion of the Work, and
- (4) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens (6) arising out of ~~Work~~, to the extent and in such form as may be designated by the Owner. If a contractor refuses to furnish a release or waiver required by the Owner, the Design/Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such (6) lien remains unsatisfied after payments are made, the Design/Builder shall reimburse the Owner for moneys the latter may be compelled to pay in discharging such lien, (6) including all costs and reasonable attorneys' fees.

~~5.2.2 Final payment, including the amount of retainage due shall be paid by the Owner to the Design/Builder upon the Owner's receipt of the Design/Builder's final Application for Payment when the Work has been completed and the Contract fully performed except for those responsibilities of the Design/Builder which survive final payment.~~

5.2.3 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- .1 unsettled liens;
- .2 faulty or defective Work appearing after Substantial Completion;
- .3 failure of the Work to comply with requirements of the Contract Documents; or
- terms of special warranties required by the Contract Documents. (9)

~~5.2.4 Acceptance of final payment shall constitute the Design/Builder's agreement to release the Owner from all claims by the Design/Builder, except those previously made in writing and identified by the Design/Builder as unsettled at the time of final Application for Payment.~~

- 4.3 - (1) - or Element
- 4.5 - (2) - or "Unavoidable Delay" (as defined in Subsection A-35.1 of this Agreement)
- 5.1.7 - (3) - a payment voucher
- (4) - stop notices
- 5.2.1 - (5) - Following completion of the Project, or any Element thereof, Design/Builder shall submit to Owner the following:
  - (6) - stop notices or
  - (7) - this Agreement
- 5.2.4 - (9) - In connection with the making of final payment to its construction contractor, Design/Builder shall require that its construction contractor waive all claims except those previously made in writing and identified by the construction contractor as unsettled at the time of final Application for Payment.

5.3 INTEREST PAYMENTS

5.3.1 Payments due the Design/Builder under ~~the~~ <sup>this Agreement</sup> which are not paid when due shall bear interest from the date due at the rate ~~specified in Article 5.3~~ ~~of the legal rate~~ ~~of 7% per annum~~ of 7% per annum.

ARTICLE 6

PROTECTION OF PERSONS AND PROPERTY

6.1 The Design/Builder shall be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the Work.  
6.2 The Design/Builder shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.  
6.3 The Design/Builder shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.  
6.4 The Design/Builder shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the Owner) to property at the site caused in whole or in part by the Design/Builder, a contractor of the Design/Builder or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable, except damage or loss attributable to the acts or omissions of the Owner, the Owner's separate contractors or anyone directly or indirectly employed by them or by anyone for whose acts they may be liable and not attributable to the fault or negligence of the Design/Builder.

~~ARTICLE 7~~

~~INSURANCE AND BONDS~~

~~7.1 DESIGN/BUILDER'S LIABILITY INSURANCE~~

7.1.1 The Design/Builder shall purchase and maintain in a company or companies authorized to do business in the state in which the Work is located such insurance as will protect the Design/Builder from claims set forth below which may arise out of or result from operations under the Contract by the Design/Builder or by a contractor of the Design/Builder, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit laws which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Design/Builder's employees under any applicable employee's liability law;
- .3 claims for damages because of bodily injury, sickness or disease, or death of persons other than the Design/Builder's employees;
- .4 claims for damages covered by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indi-

- .5 the Design/Builder or (2) by another person; claims for damages, other than to the Work at the site, because of injury to or destruction of tangible property, including loss of use; and
- .6 claims for damages for bodily injury or death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

7.1.2 The insurance required by the above Subparagraph 7.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever are greater.

7.1.3 The Design/Builder's liability insurance shall include contractual liability insurance applicable to the Design/Builder's obligations under Paragraph 11.7.

7.1.4 Certificates of Insurance, and copies of policies if requested, acceptable to the Owner shall be delivered to the Owner prior to commencement of design and construction. These Certificates as well as insurance policies required by this Paragraph shall contain a provision that coverage will not be cancelled or allowed to expire until at least thirty days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

7.2 OWNER'S LIABILITY INSURANCE

7.2.1 The Owner shall be responsible for purchasing and maintaining, in a company or companies authorized to do business in the state in which the principal improvements are to be located, Owner's liability insurance to protect the Owner against claims which may arise from operations under this Project.

7.3 PROPERTY INSURANCE

7.3.1 Unless otherwise provided under this Part 2, the Owner shall purchase and maintain, in a company or companies authorized to do business in the state in which the principal improvements are to be located, property insurance upon the Work at the site to the full insurable value thereof. Property insurance shall include interests of the Owner, the Design/Builder, and their respective contractors and subcontractors in the Work. It shall insure against perils of fire and extended coverage and shall include all risk insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If the Owner does not intend to purchase such insurance for the full insurable value of the entire Work, the Owner shall inform the Design/Builder in writing prior to commencement of the Work. The Design/Builder may then effect insurance for the Work at the site which will protect the interests of the Design/Builder and the Design/Builder's contractors and subcontractors, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Design/Builder is damaged by failure of the Owner to purchase or maintain such insurance without notice to the Design/Builder, then the Owner shall bear all reasonable costs properly attributable thereto. If not covered under the all risk insurance or not otherwise provided in the Contract Documents, the Design/Builder shall effect and maintain similar property insurance on portions of the Work stored off-site or in transit when such portions of the Work are to be included in an Applica-

Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law and which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance shall cover interests of the Owner, the Design/Builder, and the Design/Builder's contractors and subcontractors in the Work.

7.3.3 A loss insured under Owner's property insurance is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to requirements of any applicable mortgage clause and of Subparagraph 7.3.8. The Design/Builder shall pay contractors their shares of insurance proceeds received by the Design/Builder, and by appropriate agreement, written where legally required for validity, shall require contractors to make payments to their subcontractors in similar manner.

7.3.4 Before an exposure to loss may occur, the Owner shall file with the Design/Builder a copy of each policy required by this Paragraph 7.3. Each policy shall contain only those endorsements specifically related to this Project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least thirty days' prior written notice has been given the Design/Builder.

7.3.5 If the Design/Builder requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, obtain such insurance, and the cost thereof shall be charged to the Design/Builder by appropriate Change Order.

7.3.6 The Owner and Design/Builder waive all rights against each other and the contractors, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 7.3 or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as trustee. The Owner or Design/Builder, as appropriate, shall require from contractors and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated in this Paragraph 7.3. The policies shall be endorsed to include such waivers of subrogation.

7.3.7 If required in writing by a party in interest, the Owner as trustee shall provide, upon occurrence of an insured loss, a bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as trustee. The Owner shall deposit proceeds so received in a separate account and shall distribute them in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Article 10. If after such loss no other special agreement is made, replacement of damaged Work shall be covered by appropriate Change Order.

7.3.8 The Owner, as trustee, shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object, in writing, within ten days after occurrence of loss, to the Owner's exercise of this power. If such objection be made, the Owner as trustee shall make settlement with the insurers in accordance with the design/

ance proceeds by arbitration is required, the arbitrators will direct such distribution.

7.3.9 If the Owner finds it necessary to occupy or use a portion or portions of the Work before Substantial Completion, such occupancy or use shall not commence prior to a time agreed to by the Owner and Design/Builder and to which the insurance company or companies providing property insurance have consented by endorsement to the policy or policies. The property insurance shall not lapse or be cancelled on account of such partial occupancy or use. Consent of the Design/Builder and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

7.4 LOSS OF USE INSURANCE

7.4.1 The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design/Builder, and its contractors and their agents and employees, for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused, to the extent covered by insurance under this Paragraph 7.4.

7.5 PERFORMANCE BOND AND PAYMENT BOND

7.5.1 The Owner shall have the right to require the Design/Builder to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required in the Contract Documents.

ARTICLE 8  
CHANGES IN THE WORK

8.1 CHANGE ORDERS

8.1.1 A Change Order is a written order signed by the Owner and Design/Builder, and issued after execution of (1) ~~the contract~~ authorizing a change in the Work or adjustment in (2) ~~the contract~~ the ~~contract~~ or contract time. The ~~contract~~ and (2) contract time may be changed only by Change Order.

8.1.2 The Owner, without invalidating ~~it~~, may order (1) changes in the Work within the general scope of ~~the~~ (1) consisting of additions, deletions or other revisions, and (2) the ~~contract~~ and contract time shall be adjusted accordingly. Such changes in the Work shall be authorized by Change Order, and shall be performed under applicable conditions of the Contract Documents. (3)

8.1.3 If the Owner requests the Design/Builder to submit a proposal for a change in the Work and then elects not to proceed with the change, a Change Order shall be issued to reimburse the Design/Builder for any costs incurred for Design Services or proposed revisions to the Contract Documents.

8.1.4 Cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;

- 8.1.1 - (1) this Agreement
- (2) amounts payable to Design/Builder
- 8.1.2 - (1) this Agreement
- (2) amounts payable to Design/Builder
- (3) All contracts entered into by Design/Builder with respect to the Work shall permit Change Orders and shall require contractors to comply therewith.

- .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable ~~method~~ or ~~percentage~~ or
- .4 by the method provided below.

8.1.5 If none of the methods set forth in Clauses 8.1.4.1, 8.1.4.2 or 8.1.4.3 is agreed upon, the Design/Builder, provided a written order signed by the Owner is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including the expenditures for design services and revisions to the Contract Documents.

- (1) In case of an increase in the ~~cost~~, the cost shall
- (2) include a reasonable allowance for overhead and profit. In case of the methods set forth in Clauses 8.1.4.3 and 8.1.4.4, the Design/Builder shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; additional costs of supervision and field office personnel directly attributable to the change; and fees paid to architects, engineers and other professionals. Pending final determination of cost to the Owner, payments on account shall be made on the ~~basis of the~~
- (3) ~~amount~~ The amount of credit to be allowed by the Design/Builder to the Owner for deletion or change which results
- (1) in a net decrease in the ~~cost~~ will be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for
- (2) overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

8.1.6 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of agreed unit prices to quantities proposed will cause substantial inequity to the Owner or Design/Builder, applicable unit prices shall be equitably adjusted.

**8.2 CONCEALED CONDITIONS**

8.2.1 If concealed or unknown conditions of an unusual nature that affect the performance of the Work and vary from those indicated by the Contract Documents are encountered below ground or in an existing structure other than the Work, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for in this ~~Contract~~ notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed and in no event later than twenty-one days after first observance of the conditions. The ~~cost~~ shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim by either party made within twenty-one days after the claimant becomes aware of the conditions.

**8.3 REGULATORY CHANGES**

8.3.1 The Design/Builder shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws or regulations subsequent to the sub-

mission of the Design/Builder's Proposal under Part 1.

**ARTICLE 9  
CORRECTION OF WORK**

9.1 The Design/Builder shall promptly correct Work rejected by the Owner or known by the Design/Builder to be defective or failing to conform to the Construction Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct Work under this ~~Contract~~ found to be defective or nonconforming within a period of one year from the date of Substantial Completion of the Work or designated portion thereof, or within such longer period provided by any applicable special warranty in the Contract Documents. (4) (5)

9.2 Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to other obligations of the Design/Builder under this ~~Contract~~ Para- graph 9.1 relates only to the specific obligation of the Design/Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design/Builder's liability with respect to the Design/Builder's obligations other than correction of the Work. (4)

9.3 If the Design/Builder fails to correct defective Work as required or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Design/Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the Owner's right to stop the Work shall not give rise to a duty on the part of the Owner to exercise the right for benefit of the Design/Builder or other persons or entities.

9.4 If the Design/Builder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may give a second written notice to the Design/Builder and, seven days following receipt by the Design/Builder of that second written notice and without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design/Builder costs of correcting such deficiencies. If the payments then or thereafter due the Design/Builder are not sufficient to cover the amount of the deduction, the Design/Builder shall pay the difference to the Owner. Such action by the Owner shall be subject to arbitration.

~~ARTICLE 10  
ARBITRATION~~

~~10.1 Claims, disputes and the manner of settling them between the parties to this Part 2 arising out of or relating to Part 2 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the par-~~



- 8.1.5 - (1) - amounts payable to Design/Builder
- (2) - to those contractors performing the Work
- (3) - payment voucher
  
- 8.2.1 - (4) - Agreement
- (1) - amounts payable to Design/Builder
  
- 9.1 - (4) - Agreement
- (5) - or Element
  
- 9.2 - (4) - Agreement

~~to this Part 2 shall include, by consent of the Design/Builder or in any other manner, an additional person not a party to Part 2 except by written consent containing specific reference to Part 2 and signed by the Owner, Design/Builder and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of a dispute not described or with a person not named therein. This provision shall be specifically enforceable in any court of competent jurisdiction.~~

10.2 Notice of demand for arbitration shall be filed in writing with the other party to this Part 2 and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the applicable statute of limitations would bar institution of a legal or equitable proceeding based on such claim, dispute or other matter in question.

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

10.4 Unless otherwise agreed in writing, the Design/Builder shall carry on the Work and maintain its progress during any arbitration proceedings, and the Owner shall continue to make payments to the Design/Builder in accordance with the Contract Documents.

10.5 This Article 10 shall survive completion or termination of Part 2.

**ARTICLE 11**

**MISCELLANEOUS PROVISIONS**

~~11.1 This Part 2 shall be governed by the law of the place where the Work is located.~~

11.2 The table of contents and the headings of articles and paragraphs are for convenience only and shall not modify rights and obligations created by this Part 2.

11.3 In case a provision of Part 2 is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

**11.4 SUBCONTRACTS**

11.4.1 The Design/Builder shall, as soon as practicable after execution of ~~Part 2~~ <sup>this Agreement</sup> shall furnish to the Owner in writing the names of the persons or entities the Design/Builder will engage as contractors for the Project.

11.4.2 Nothing contained in the Design/Builder Contract Documents shall create a professional obligation or contractual relationship between the Owner and any third party.

**11.5 WORK BY OWNER OR OWNER'S CONTRACTORS**

11.5.1 The Owner reserves the right to perform work related to, but not part of, the Project and to award separate contracts in connection with other work at the site. ~~Design/Builder shall not be responsible for work performed by the Owner or the Design/Builder's subcontractors as provided in Sub-paragraph 11.5.2.~~

11.5.2 The Design/Builder shall afford the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution

of their work. The Design/Builder shall incorporate and coordinate the Design/Builder's Work with work of the Owner's separate contractors as required by the Contract Documents.

11.5.3 Costs caused by defective or ill-timed work shall be borne by the party responsible.

**11.6 CLAIMS FOR DAMAGES** <sup>this Agreement</sup>

11.6.1 Should either party to ~~Part 2~~ <sup>this Agreement</sup> suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

~~11.7~~ **11.7.1**

To the fullest extent permitted by law, the Design/Builder shall indemnify and hold harmless the Owner and the Owner's consultants and separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from performance of the Work. These indemnification obligations shall be limited to claims, damages, losses or expenses (1) that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, and (2) to the extent such claims, damages, losses or expenses are caused in whole or in part by negligent acts or omissions of the Design/Builder, the Design/Builder's contractors, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 11.7.

11.7.2 In claims against the Owner or its consultants and its contractors, any of their subcontractors, sub-subcontractors, agents or employees by an employee of the Design/Builder, its contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 11.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design/Builder, or a Design/Builder's contractor, under workers' or workmen's compensation, disability benefit acts or other employee benefit laws.

~~11.8~~ **11.8**

~~11.8.1~~ This Part 2 shall be binding on successors, assigns and legal representatives of and persons in privity of contract with the Owner or Design/Builder. Neither party shall assign, sublet or transfer an interest in Part 2 without the written consent of the other.

11.8.2 This Paragraph 11.8 shall survive completion or termination of Part 2.

11.9 In case of termination of the Architect, the Design/Builder shall provide the services of another lawfully licensed person or entity against whom the Owner makes no ~~objection~~

~~12.10 STATE OF AGREEMENT~~

~~12.10.1 Part 2 represents the entire agreement between the Owner and Design/Builder and supersedes Part 1 and prior negotiations, representations or agreements. Part 2 may be amended only by written instrument signed by both Owner and Design/Builder.~~

**ARTICLE 12**

**TERMINATION OF THE AGREEMENT**

**12.1 TERMINATION BY THE OWNER**

**12.1.1** This ~~Part 2~~ <sup>(1)</sup> may be terminated by the Owner <sup>(2)</sup> fourteen days' written notice to the Design/Builder in the event that the Project is abandoned. If such termination occurs, the Owner shall pay the Design/Builder for Work completed and for proven loss sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and applicable damages.

**12.1.2** If the Design/Builder defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform the provisions of Part 2, the Owner may give written notice that the Owner intends to terminate Part 2. If the Design/Builder fails to ~~correct the default, failure or neglect within seven days of being given notice, the Owner may then give a second~~

~~written notice and, after an additional seven days, the Owner may without prejudice to any other remedy make good such deficiencies and may deduct the cost thereof from the payment due the Design/Builder or, at the Owner's option, may terminate the employment of the Design/Builder and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Design/Builder and finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to the Design/Builder, but if the expense exceeds the unpaid balance, the Design/Builder shall pay the difference to the Owner.~~

**12.2 TERMINATION BY THE DESIGN/BUILDER**

**12.2.1** If the Owner fails to make payment when due, the Design/Builder may give written notice of the Design/Builder's intention to terminate Part 2. If the Design/Builder fails to receive payment within seven days after receipt of such notice by the Owner, the Design/Builder may give a second written notice and, seven days after receipt of such second written notice by the Owner, may terminate Part 2 and recover from the Owner payment for Work executed and for proven losses sustained upon materials, equipment, tools, and construction equipment and machinery, including ~~reasonable profit and applicable damages.~~

12.1.1 - (1) - Agreement

(2) - in accordance with the provisions of Section A-9, DEFAULTS AND REMEDIES, and Section A-16, TERMINATION FOR FAILURE TO OBTAIN FINANCING OR APPROVAL OF ENVIRONMENTAL IMPACT REPORT

Note: Part 2, Pages 10 and 11 are intentionally deleted.

## ADDENDUM TO DESIGN AND CONSTRUCTION AGREEMENT

This Addendum ("Addendum") is attached to and forms a part of that certain Design and Construction Agreement by and between THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a California public corporation ("Owner") and UNION STATION GATEWAY INC., a California non-profit public benefit corporation ("Design/Builder") governing design and construction of "Phase I" and "Phase II Public Transit Improvements" (all as defined in the Development Agreement, which is incorporated into this Agreement by this reference and made a part hereof) which, for purposes of this Agreement shall constitute the "Project." If there is a conflict between the terms of this Addendum and the terms of the Standard Form of Agreement (as revised) to which it is attached, the provisions of this Addendum shall govern. Unless otherwise indicated, all initially capitalized terms used herein shall have the meanings ascribed to them in the Standard Form of Agreement (as revised).

### A-1. GENERAL PROVISIONS.

A-1.1 Federal Financing. The Owner may finance the Project, in part, by means of a grant under the Urban Mass Transportation Act of 1964, as amended, administered by USDOT under a capital grant between the Owner and the Government of the United States. This Agreement shall be administered in all respects in conformity to the said grant and to the laws and regulations governing the same.

A-1.2 Scope and Phasing of Project. Design/Builder shall commence the design and construction of Phase I (consisting of the "Phase I Public Transit Improvements" and the "Phase I Improvements", each as defined in the Development Agreement) and the Phase II Public Transit Improvements in accordance with the Project Schedule.

**A-1.3 Definitions.**

**A-1.3.1 The "Elements" of the Project are:**

- (1) Phase I Public Parking (part of Phase I Public Transit Improvements)
- (2) Metro Plaza (part of Phase I Public Transit Improvements)
- (3) East Portal (part of Phase I Public Transit Improvements)
- (4) Campanile (part of Phase I Public Transit Improvements)
- (5) RTD's headquarters office facility, including shell and core together with associated parking (part of Phase I Public Transit Improvements)
- (6) Tenant Improvements for RTD headquarters office facility including furniture, fixtures and equipment (part of Phase I Public Transit Improvements)
- (7) Vignes Street Realignment (part of Phase II Public Transit Improvements)
- (8) Phase II Public Parking (part of Phase II Public Transit Improvements)
- (9) Ramirez Street Overpass (part of Phase II Public Transit Improvements)

Each Element includes any On-Site Infrastructure and Off-Site Infrastructure ancillary thereto. It is expressly understood, that Owner shall not be obligated in any way to construct any Element of the Project.

**A-2. OBLIGATIONS OF DESIGN/BUILDER.**

**A-2.1 Services and Responsibilities.**

A-2.1.1 Design/Builder shall keep Owner informed of the status of the design and construction of the Project.

A-2.1.2 Design/Builder, on behalf of Owner, shall provide all services described in Sections 3.5 and 3.6 of Part 1 of this Agreement and shall furnish structural, mechanical, and other laboratory or on-site tests, inspections, and reports, including soils and geotechnical, as required by law or this Agreement, provided that the fees for such services are included in the Project budget and paid for by Owner.

**A-2.2 Basic Services.**

A-2.2.1 Design/Builder shall cause Owner's requirements, criteria and deadlines for the Project to be met in accordance with the Development Agreement. The parties understand, however, that because of later developments occurring after the execution of the Development Agreement, it is possible that some or all of the deadlines contained in the Development Agreement will have to be extended.

A-2.2.2 Design/Builder shall be responsible for procurement, contract administration, management, payment to contractors and professional service providers, cost control, accounting, scheduling and quality control for procurement, design and construction, subject to legal and financial constraints. Subject to approval of the Budget, Project Schedule and scope of Work by Owner, Design/Builder shall enter into all contracts it deems necessary or prudent for construction of the Work and, unless such contracts modify or extend the approved Budget, Project Schedule or scope of Work, Owner's consent to such contracts shall not be required. All contracts for construction Work will be fixed price contracts.

A-2.2.3 Design/Builder shall exercise full discretion in directing staff and consultants assigned to it by Owner or procured by it to perform duties in connection with the Project.

A-2.2.4 Design/Builder shall prepare and submit to Owner, for each Element of the Project, an updated budget (including separate line item contingencies for changes in the design and construction and other costs which are the responsibility of Owner), an updated design and construction schedule, and two full sets of design documents (including Schematic, Design Development and Construction Documents) for review and approval.

A-2.2.5 With respect to each Element of the Project, Design/Builder shall not proceed with the following sub-elements: (a) Schematic Design Documents, (b) Design Development Documents, (c) Construction Documents, or (d) Construction, of such Element, until Design/Builder has received a notice to proceed from Owner. If, for any Element, Owner fails to approve, reject or request further information regarding Schematic Design Documents, Design Development Documents or Construction Documents within 15 business days after receipt thereof, then said documents will be deemed approved and such failure to approve, reject or request further information shall constitute a notice to proceed on the next sub-element for such Element.

A-2.2.6 Design/Builder shall report on the status of the Project including any Element thereof to Owner periodically if and when it anticipates that the scope, costs or schedule of the Project shall change substantially from parameters, including contingencies, provided in the scope of Work, Construction Documents, Project Budget and/or Project Schedule previously authorized by Owner.

A-2.2.7 Design/Builder shall process payment of approved costs, subject to legal and financial constraints and requirements in a timely manner.

### A-3. OWNER'S RESPONSIBILITIES.

A-3.1. Owner's Designee. The General Manager of the Southern California Rapid Transit District shall designate an "Owner's Designee" who shall be authorized by Owner to make decisions and to execute documents and agreements on behalf of the Owner. All work to be performed on the Project and all coordination on behalf of the Owner, including oversight of payment, cost control, account and contract management, and decision-making shall be carried out by the Owner's Designee or

authorized representatives of such designee.

A-3.2 Approval Rights. Owner shall have the right to review and approve the Budget, the Project Schedule, the scope of Work, the Construction Documents and any alterations, Change Orders or Modifications thereto.

A-3.3 Notice to Proceed. The Owner shall issue notices to proceed to Design/Builder with respect to the sub-elements of each Element of the Project, consistent with Subsection A-2.2.5 above. Upon determination that all building permits and other governmental approvals necessary for the commencement of construction of the Work or any Element thereof have been obtained, Owner shall issue a notice to proceed to Design/Builder to commence construction.

A-3.4 Funding. Owner shall be responsible for procuring and providing funds for the Project in a timely manner.

#### A-4. TIMING AND COMPLETION OF WORK

A-4.1 Conditions to Issuance of Notice to Proceed. The terms and conditions set forth in Section 2.5 of the Development Agreement shall be binding upon Owner and Design/Builder (therein referred to as "RTD" and "Gateway" respectively) as though the same were fully set forth herein. Design/Builder shall not issue a notice to proceed to any construction contractors to construct Phase I Public Transit Improvements until all Public Transit Conditions (as defined in the Development Agreement) have been satisfied or waived by the appropriate party in accordance with the terms of the Development Agreement, and the Owner has issued the applicable notice to proceed to Design/Builder.

A-4.2 Commencement and Completion of Work. Subject to Unavoidable Delay (as defined in Subsection A-35.1 of this Agreement), delays caused by Owner, or written agreement of the parties to modify the Project Schedule, Design/Builder shall diligently perform its duties under this Agreement so as to (a) commence construction of the Work within thirty (30) days after necessary entitlements and funding are in place and Owner has issued the applicable notice to proceed to Design/Builder and (b) complete the Project in accordance with the Contract Documents, the Project Schedule and the Development Agreement. For purposes



of this Section, commencement of construction shall mean commencement of physical grading or excavation activity on the Project site. Design Builder shall diligently proceed with predevelopment and construction from start to completion of the Project in accordance with the Project Schedule. Substantial Completion of the Work or particular Elements thereof, as indicated by issuance of Certificates of Substantial Completion, shall be achieved as indicated in the Project Schedule.

A-4.3 Performance Bonds. As assurance for the performance of construction Work, upon award and execution of contracts for construction Work, Design/Builder shall provide or cause all construction contractors retained by it to provide performance bonds guaranteeing timely, lien-free completion of the Work.

A-4.4 Payment Bonds. As assurance for payment of amounts due under construction contracts with respect to the Work, Design/Builder shall provide, and may cause construction contractors retained by it to provide, payment bonds guaranteeing payments due on such contracts.

#### A-5. PAYMENTS.

A-5.1 Amounts Payable to Design/Builder. Owner and Design/Builder acknowledge that Owner has authorized the expenditure by Design/Builder of the amount of \$8,544,000. From time to time the Owner, by its Board of Directors, will make additional authorizations for expenditures by Design/Builder. Collectively, these amounts authorized by the Owner are referred to in this Agreement as "amounts payable to Design/Builder."

A-5.2 Internal Costs. Owner shall reimburse Design/Builder for the following actual internal costs of Design/Builder associated with design and construction of the Project ("Internal Costs"): (a) travel and promotional costs and expenses which Design/Builder incurs internally in the performance of its obligations hereunder; (b) all costs, expenses, salaries and fringe benefits incurred by or paid to any and all Board of Directors, members, officers and staff of Design/Builder who are performing services in connection with the Project; (c) other so-called "general requirements" expenses, including the costs of maintaining offices on-site and off-site; and (d) all other direct costs included in the Design/Builder's Budget.

**A-5.3 Reimbursable Costs.** Owner shall pay Design/Builder for certain costs and expenses incurred in connection with development of the Project ("Reimbursable Costs"), provided that (a) Design/Builder presents documents accounting for the services provided, and (b) either (i) provision of such services was included in the Project Budget, or (ii) the work carried out was required in connection with development or construction of the Project.

Reimbursable Costs shall include, without limitation, (a) all payments with respect to the Project required to be made by Design/Builder under this Agreement unless otherwise specified; (b) any and all fees, costs and expenses of any and all third-party consultants (such as, but without limitation, Catellus (as construction manager), RTD (as project control consultant), architects, engineers, design consultants, contractors, market research analysts, and attorneys engaged by Design/Builder to assist in the performance of its obligations hereunder; (c) all costs and expenses of market research and market analysis conducted for the benefit of Owner; (d) all insurance maintained by Design/Builder pursuant to Section A-6 of this Addendum, and deductible amounts; and (e) all construction signs erected on the Project site.

**A-5.4 Process for Payments.** Owner shall pay Design/Builder for Design/Builder's Internal Costs and Reimbursable Costs as follows: Upon receipt of any invoice, Design/Builder or its designee(s) shall either promptly approve said invoice or any portion thereof for payment or disapprove such invoice. Upon Design/Builder's incurrence of any Internal Costs, Design/Builder shall provide documentation reasonably satisfactory to the Owner. Design/Builder's approval of any costs shall be evidenced by a payment voucher in a form reasonably satisfactory to the Owner. Design/Builder shall promptly submit payment vouchers to Owner. Each payment voucher shall constitute a representation by Design/Builder that the costs were incurred in accordance with applicable contractual requirements and that Design Builder is entitled to payment from Owner in the amount requested. Within three (3) business days of receipt of each payment voucher, Owner shall make payment to Design/Builder in the amount stated in the voucher.

**A-5.5 Project Cost Control and Accounting.** Design/Builder shall appoint an accountant and contract administrator who will be responsible for maintaining appropriate cost controls and supervising all required Project accounting. Owner may (but shall not be obligated to) request an independent audit of the cost control information, accounting information, and any other information related to construction of the Project, on an as-needed basis at Owner's sole cost and expense. If requested by Owner, Design/Builder shall authorize an annual audit of the Project by the appointed accountant. The cost of such audit shall be paid from Project funds.

**A-5.6 Accounting Records.** Design/Builder shall maintain a copy of all accounting records pertaining to the Project in Los Angeles County or Orange County, California and shall make such records available at an agreed upon location in Los Angeles County at all reasonable times within ten (10) business days of written request therefor by Owner. Such records shall be made available upon request to Owner, the City of Los Angeles, the County of Los Angeles, the U.S. Department of Transportation, the California Department of Transportation and the Comptroller General of the United States. Owner shall have the right to approve Project costs, and in connection with such right, Owner and each public entity listed in this Subsection A-5.4 shall have the right at reasonable times, within 10 business days of written notice by Owner to Design/Builder, to review, inspect, audit or reproduce at such reviewer's expense all cost control and accounting information and any other information related to construction of the Project. Such information shall be kept and made available until three years after completion of the Project or, if the Contract is terminated in whole or in part, until three years after final termination settlement. Records pertaining to arbitration, disputes, litigation or the settlement of claims arising under or relating to the performance of this Agreement shall be made available until disposition of the arbitration, disputes or litigation. Design/Builder shall insert and cause to be inserted a clause substantially similar to this clause in all contracts of any tier.

**A-5.7 Cost or Pricing Data.** If the Design/Builder has submitted cost or pricing data in connection with the pricing of any modification to this Agreement, unless the pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, each public entity

listed in Subsection A-5.6 shall have the right to examine and audit all books, records, documents and other data of the Design/Builder (including computations and projections) related to negotiating, pricing or performing the modification, in order to evaluate the accuracy, completeness, and currency of the cost of pricing data.

**A-6. INSURANCE.**

**A-6.1 Design/Builder's Liability Insurance.**

**A-6.1.1 Required Coverages.** Design/Builder shall, at Design/Builder's expense, obtain and keep in force, without lapse, the following insurance:

1. **Commercial General Liability Insurance.** A policy of commercial general liability insurance (occurrence form, if available at commercially reasonable rates) having a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence, having any reasonable deductible, 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, then "tail" coverage must be purchased with limits equal to the claims-made policy for one additional year;

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

3. **Workers' Compensation and Employer's Liability Insurance.** Workers' compensation insurance having limits not less than those required by state statute, if applicable, and federal statute, if applicable, and covering all persons employed by Design/Builder in the conduct of its operations on the Project (including the all states endorsement and, if

applicable, the volunteers endorsements), together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000).

**A-6.1.2 Additional Coverages.** Design/Builder's liability insurance may include project professional services liability ("errors and omissions") insurance and directors and officers liability insurance.

**A-6.1.3 Funding of Insurance Costs.** The cost of Design/Builder's liability insurance shall be included in the Project Budget and funded from Project funds.

**A-6.1.4 General.**

1. **Insurance Companies.** Insurance required to be maintained by Design/Builder shall be written by companies licensed to do business in California and having a "General Policyholders Rating" of at least A-VIII (or such higher rating as may be required by a lender having a lien on the Project) as set forth in the most current issue of "Best's Insurance Guide."

2. **Certificates of Insurance.** Design/Builder shall deliver to Owner certificates of insurance with original endorsements for all coverages required by this Subsection A-6.1. 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 Owner. All certificates and endorsements shall be received by Owner prior to Owner's issuance of a Notice to Proceed for commencement of the Work. Owner reserves the right to require complete, certified copies of all required policies at any time upon reasonable prior written notice to Design/Builder. Design Builder shall, prior to expiration of the policy, furnish Owner 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 the parties named as additional insureds (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least ten (10) days written notice has been given to Owner).

3. Additional Insureds. Owner shall be named as an additional insured under all of the policies required by Subsections A-6.1.1.1 (Commercial General Liability Insurance) and A-6.1.1.2 (Automobile Liability Insurance). The policies required under Subsections A-6.1.1.1 and A-6.1.1.2 shall provide for severability of interest.

4. Primary Coverage. All insurance to be maintained by Design/Builder shall, except for workers' compensation and employer's liability insurance, be primary, without right of contribution from insurance of Owner. Any umbrella liability policy or excess liability policy (which shall be in "following form") will provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance, if available at commercially reasonable rates.

5. Notification of Incidents. Design/Builder shall notify Owner, and Owner's Director of Risk Management, within three (3) working days after Design/Builder obtains knowledge of the occurrence of any accidents or incidents in connection with the Project which could give rise to a claim under any of the insurance policies required under this Subsection A-6.1.

#### A-6.2 Owner's Liability Insurance

A-6.2.1 Required Coverages. Owner shall, at Owner's expense, obtain and keep in force at all times the following insurance:

1. Commercial General Liability Insurance. A policy of commercial general liability insurance (occurrence form, if available at commercially reasonable rates) having a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence, having any reasonable deductible, 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, the "tail" coverage must be purchased with limits equal to the claims-

made policy for one additional year;

2. Automobile Liability Insurance.

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

3. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance having limits not less than those required by state statute, if applicable, and federal statute, if applicable, and covering all persons employed by Owner in the conduct of its operations on the Project (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).

A-6.2.2 General.

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

2. Certificates of Insurance. Owner shall deliver to Design/Builder certificates of insurance with original endorsements for all coverages required by this Subsection A-6.2. 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 Design/Builder. All certificates and endorsements shall be received by Design/Builder prior to Owner's issuance of Notice to Proceed for commencement of the Work. Design/Builder reserves the right to require complete, certified copies of all required policies at any time upon reasonable prior written notice to Owner. Owner shall, at least ten (10) days prior to expiration of the policy, furnish Design/Builder 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 the parties named as additional insureds (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least ten (10) days' notice has been given to Design/Builder).

3. Additional Insureds.

Design/Builder shall be named as an additional insured under all of the policies required by Subsections A-6.2.1.1 (Commercial General Liability Insurance) and A-6.2.1.2 (Automobile Liability Insurance). The policies required under Subsections A-6.2.1.1 and A-6.2.1.2 shall provide for severability of interest.

4. Excess Coverage. Any umbrella liability policy or excess liability policy (which shall be in "following form") will provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance, if available at commercially reasonable rates.

5. Notification of Incidents. Owner shall notify Design/Builder, and Design/Builder's General Counsel, within three (3) working days after Owner obtains knowledge of the occurrence of any accidents or incidents in connection with the Project which could give rise to a claim under any of the insurance policies required under this Subsection A-6.2.

A-6.2.3 Self-Insurance. Notwithstanding anything in Subsection A-6.2 to the contrary, provided that Owner can demonstrate to the reasonable satisfaction of Design/Builder that Owner has a funded reserve for losses not covered by insurance of at least Fifty Million Dollars (\$50,000,000) by provision of the following documentation or such other information as Design/Builder may reasonably request, Owner may self-insure with respect to the insurance requirements in Subsection A-6.2.1. If Owner desires to self-insure with respect to all or a part of the above-required insurance, it shall submit the following to Design/Builder:

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

(b) A letter from Owner, approved by Design/Builder, indicating that Owner has a funded reserve for losses not covered by insurance of at least Fifty Million Dollars



(\$50,000,000).

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

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

If, based upon the information provided, Design/Builder reasonably determines that Owner has met the above-described criteria, Design/Builder shall permit Owner to self-insure with respect to all or a portion of the required insurance. In that event, the provisions of Subsections A-6.2.1 through A-6.2.2 shall not apply.

Owner shall update the funded reserve information provided to Design/Builder on an annual basis. Owner shall notify Design/Builder of any material change in its funded reserve within ten (10) business days following such change. Whenever Design/Builder reasonably determines that the funded reserve of Owner has fallen below Fifty Million Dollars (\$50,000,000) or that the program of self-insurance, as revised, fails to meet industry standards for such insurance, Design/Builder may, in its sole discretion, require that Owner immediately obtain and file certificates of insurance for such affected insurance as described above and may restrict Owner's entry onto the Project until such time as the required certificates have been delivered to Design/Builder.

### A-6.3 Property Insurance.

A-6.3.1 The Owner shall purchase and maintain, in a company or companies authorized to do business in the state, property insurance upon the Work at the site to the full insurable value thereof, during construction and upon completion of the Work or any Element thereof. Property insurance shall include interests of the Owner and may include interests of the Design/Builder, and their respective contractors and subcontractors, in the Work. It shall insure against perils of fire and extended coverage and shall include all-risk insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief; and may include such insurance as will insure the Owner against loss of use of the Owner's property due to fire and other

hazards, however caused. Owner may effect and maintain similar property insurance on portions of the Work stored off-site or in transit when such portions of the Work are to be included in a payment application voucher.

A-6.3.2 Unless otherwise provided under this Agreement, the Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law and which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance shall cover interests of the Owner, and may include interests of the Design/Builder, and the Design/Builder's contractors and subcontractors in the Work.

A-6.3.3 A loss insured under Owner's property insurance is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to requirement of any applicable mortgagee clause and of Subsection A-6.3.6. The Owner shall pay contractors their shares of insurance proceeds received, if applicable, and by appropriate agreement, written where legally required for validity, shall require contractors to make payments to their subcontractors in similar manner.

A-6.3.4 Owner shall deliver to Design/Builder certificates of insurance with original endorsements for all coverages required by this Subsection A-6.3. 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 Design/Builder. All certificates and endorsements shall be received by Design/Builder prior to Owner's issuance of a Notice to Proceed for commencement of the Work. Design/Builder reserves the right to require complete, certified copies of all required policies at any time upon reasonable prior written notice to Owner. Design Builder shall, prior to expiration of the policy, furnish Owner 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 the parties named as additional insureds (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least (10) days written notice has been given to Design/Builder).

A-6.3.5 The Owner waives all rights against the Design/Builder, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Subsection A-6.3. The policy shall be endorsed to include such waiver of subrogation.

A-6.3.6 The Owner, as trustee, shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object, in writing, within ten days after occurrence of loss, to the Owner's exercise of this power. If such objection be made, the Owner as trustee shall make settlement with the insurers in accordance with the decision of arbitration as provided in Subsection A-9.5. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

#### A-7. WARRANTIES

A-7.1 Design/Builder shall warrant to Owner as of the date of issuance of a Certificate of Substantial Completion for the Work or any Element thereof that the Work as constructed meets and complies with all applicable state and local building codes (to the extent Owner has decided to make such building codes applicable); there are no violations pending; and there are no toxic substances in the Work which are not allowed by applicable law. With respect to all such warranties, Design/Builder may rely on warranties to like effect from architects, contractors, subcontractors or suppliers, provided it certifies to Owner that it has no reason to believe that any warranty on which it relies is incorrect in any respect or, alternatively, setting forth any matter believed actually or potentially so to be incorrect. Design/Builder shall cause the beneficial interest under all third party guarantees, surety bonds, performance bonds and payment bonds, warranties, or other guarantees of obligations with respect to the Work, to be assigned to Owner as beneficiary; provided, however that, with respect to any defects which may arise under such guarantees or bonds during the warranty period, Design/Builder will, prior to such assignment, cause such tests to be performed and such claims to be filed and prosecuted as it may in good faith determine to be appropriate under the circumstances.

#### A-8. STOP NOTICES

A-8.1 Design/Builder shall use reasonable efforts

to keep the Project free from any and all stop notice claims.

**A-9. DEFAULTS AND REMEDIES**

**A-9.1 Design/Builder Default.** The occurrence of any one or more of the following events shall, upon lapse of applicable cure periods therefor, be a "Design/Builder Default" under this Agreement:

**A-9.1.1** Prior to occupancy of the entirety of the Work by Owner, Design/Builder is unable to pay its debts in the ordinary course of business as they come due unless said failure to pay is due to the Owner's failure to pay Design/Builder (or authorize payment in accordance with approved payment vouchers in a timely manner) for reasons not the fault of Design/Builder; or

**A-9.1.2** Any material representation or warranty made by Design/Builder in this Agreement proves to be false or misleading in any material respect; or

**A-9.1.3** By its wrongful acts or omissions, Design/Builder causes construction of the Project to be abandoned; or

**A-9.1.4** By its wrongful acts or omissions, Design/Builder causes an interruption of the predevelopment, development or construction of the Project for a period of fifteen (15) consecutive days or more; or

**A-9.1.5** Design/Builder is in material default under any other provision of this Agreement, after giving effect to the curative provisions set forth herein; or

**A-9.1.6** A material event of default under any agreement between Design/Builder and an architect or contractor for the design or construction of the Project which is caused by Design/Builder occurs after giving effect to the curative provisions set forth therein.

Design/Builder shall have the right to cure any default under this Subsection A-9.1 by taking such steps as are necessary to bring the course of development or construction back on the Project Schedule.

**A-9.2 Owner Remedies For Design/Builder Default**

**A-9.2.1 General Remedies.** If a Design/Builder Default occurs under this Agreement, Owner may exercise any right or remedy which it has under this Agreement, or which is otherwise available at law or in equity, and all of Owner's rights and remedies shall be cumulative. If any Design/Builder Default occurs, Owner's obligation to disburse further funds to Design/Builder pursuant to this Agreement may be terminated, and Owner in its reasonable discretion may withhold any one or more disbursements under this Agreement.

**A-9.2.2 Additional Remedies.** If Owner chooses to complete construction of the Project, it shall not thereby assume any liability to Design/Builder or any other person for completing such improvements, nor for the manner or quality of construction of such improvements. If Owner exercises any of the rights or remedies provided in this Agreement, that exercise shall not make Owner, nor cause Owner to be deemed to be, a partner or joint venturer of Design/Builder.

**A-9.2.3 Condition Subsequent.** Upon the occurrence of any Design/Builder Default, this Subsection A-9.2.3 shall act as a condition subsequent. Design/Builder agrees that as security for the performance by Design/Builder of its obligations set forth in this Agreement and upon occurrence of any said Design/Builder Default, all right, title and interest in and to all construction, service, property management, maintenance, architectural and other similar contracts and agreements relating to the Project, which contracts and agreements have been entered into by Design/Builder, whether such contracts exist on the date hereof or come into existence in the future, including the contracts with architects, contractors, traffic consultants, other consultants, vendors and suppliers entered into in connection with construction of the Work or development of the Project (the "Contracts") shall be vested in Owner. Neither the occurrence of this condition subsequent nor any action or actions on the part of Owner shall constitute a voluntary assumption by Owner of any obligations of Design/Builder thereunder and Design/Builder shall continue to be liable for all obligations thereunder. Owner may at its option, but shall not be required to, perform or discharge any obligation of Design/Builder under the Contracts. Design/Builder hereby irrevocably appoints Owner as its attorney-in-fact, which appointment is coupled with an interest, with respect to

enforcement of the rights of Design/Builder under or termination of the Contracts from and after the occurrence of a Design/Builder Default. Upon a Design/Builder Default, if requested by Owner, Design/Builder shall deliver to Owner each Contract affected hereby and shall cooperate with Owner in executing any specific assignments which may be requested by Owner from time to time.

**A-9.3 Owner Default.** The occurrence of any one or more of the following events shall be an "Owner Default" under this Agreement:

**A-9.3.1** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor-relief proceedings are commenced by or against Owner; or

**A-9.3.2** Prior to occupancy of the Work by Owner, Owner becomes unable to pay its debts in the ordinary course of business; or

**A-9.3.3** Any material representation or warranty of Owner made or given in this Agreement proves to be false or misleading in any material respect; or

**A-9.3.4** Owner materially fails to perform its obligations under this Agreement.

**A-9.4 Design/Builder Remedies for Owner Default.**

**A-9.4.1 General Remedies.** If an Owner Default occurs under this Agreement, Design/Builder may exercise any right or remedy which it has under this Agreement, or which is otherwise available at law or in equity, and all of Design/Builder's rights and remedies shall be cumulative.

**A-9.5 Arbitration.**

**A-9.5.1 Claims, Disputes and Controversies Subject to Arbitration.** Claims, disputes, controversies and other matters in question between the parties to this Agreement arising out of or relating to the Contract ("Disputes") shall be decided by arbitration in accordance with the provisions of Public Contract Code §§ 10240 et seq. However, notwithstanding the foregoing, the

parties may agree, by separate agreement, that any Disputes may be decided by other agreed upon tribunals. All provisions of Section 1283.05 of the California Code of Civil Procedure, except subdivision (e) thereof, apply to the conduct of discovery for any arbitration hereunder.

**A-9.5.2 Consolidation of Proceedings.** In connection with any arbitration arising out of or relating to the Contract, upon motion or petition of Owner or Design/Builder, the arbitrator(s) or court shall order consolidation of separate arbitration proceedings when:

(a) Owner or Design/Builder is a party to a separate arbitration agreement or proceeding with a third party; and

(b) The disputes arise from the same transactions or series of related transactions.

The intent of the parties is to provide for the consolidation of arbitration proceedings or other dispute resolution proceedings to the maximum extent permitted by law (including California Code of Civil Procedure section 1281.3), and to avoid a multiplicity of separate proceedings in arbitration, court, or both.

**A-10. GRATUITIES AND CONFLICTS OF INTEREST.** The Design/Builder shall comply with the Owner's Code of Conduct adopted by the Owner's Board of Directors on February 20, 1986 and which is incorporated into this Agreement by this reference.

**A-10.1** The Owner may, by written notice to the Design/Builder, terminate the right of the Design/Builder to proceed under this Agreement if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Design/Builder, or any agent or representative of the Design/Builder to any director, officer or employee of the Owner or of any of Owner's consultants or contractors, with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of such contract. The Owner's determination shall be final, subject only to judicial review.

A-10.2 If this Agreement is terminated as provided in Subsection A-10.1 the Owner shall be entitled to pursue the same remedies against the Design/Builder as it could pursue in the event of a breach of the Agreement by the Design/Builder.

A-10.3 No member, officer or employee of the Owner or of a local public body during the tenure of that person or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, but this provision shall not be construed to extend to this Agreement, if made with a corporation for its general benefit. A full and complete disclosure of any such interest shall be made in writing, to the other parties, even if such interest would not be considered a conflict under Section 1090 et seq. or Section 87100 et seq. of the Government Code of the State of California. "Local public body" means the State, any political subdivision of the State, or any agency of the State or any political subdivision thereof.

A-10.4 No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

A-10.5 The Design/Builder or its employees shall not enter into any contract involving services or property with a person or business prohibited from transacting such business with the Owner, pursuant to Sections 1090 et seq. and 87100 et seq. of the Government Code of the State of California. To the knowledge of the Owner or the Design/Builder, no Board member, officer nor employee of the Owner has any interest, whether contractual, noncontractual, financial or otherwise, in this transaction, or in the business of the Design/Builder; and if any such transaction, comes to the knowledge of either party at any time, a full and complete disclosure of such information shall be made in writing to the other party, even if such interest would not be considered a conflict under Sections 1090 et seq. or Sections 87100 et seq. of the Government Code of the State of California

A-10.6 If the Design/Builder, or any of its officers, partners, principals or employees are convicted of a crime arising out of or in connection with the Work to be done or payment to be made under this Agreement, this Agreement, in whole or any part thereof, may, at the discretion of the Owner, be



terminated.

A-10.7 The rights and remedies of the Owner provided in this Article are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**A-11. COVENANT AGAINST CONTINGENT FEES**

A.11.1 The Design/Builder warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bonafide employee or agency. For breach or violation of this warranty, the Owner may annul this Agreement without liability or, in its discretion, deduct from the amounts payable to Design/Builder or consideration, or otherwise recover, the full amount of the contingent fee.

A.11.2 "Bona fide agency," as used in this Article, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain contracts of the Owner nor holds itself out as being able to obtain any Owner contract or contracts through improper influence.

A.11.3 "Bona fide employee," as used in this Article, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Owner contracts nor holds himself out as being able to obtain any Owner contract or contracts through improper influence.

A.11.4 "Contingent fee," as used in this Article, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a contract of the Owner.

A.11.5 "Improper influence," as used in this Article, means any influence that induces or tends to induce an Owner employee or officer to give consideration or to act regarding a contract of the Owner on any basis other than the merits of the matter.

**A-12. CONDITIONS AND RISKS OF WORK**

**A.12.1** The Design/Builder shall use its best efforts to cause its contractor to acknowledge that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that its contractor has investigated and satisfied itself as to the general and local conditions which may affect the Work or its cost including but not limited to:

- (a) Conditions bearing upon transportation, disposal, handling, and storage of materials;
  - (b) The availability of labor, water, electric power, and roads;
  - (c) Uncertainties of weather, river stages or similar physical conditions at the site;
  - (d) The contours and conditions of the ground;
- and
- (e) The character of equipment and facilities needed preliminary to and during Work performance.
  - (f) Conditions bearing upon security and protection of materials, equipment and work in progress.

**A-12.2** The Design/Builder shall use its best efforts to cause its contractor to acknowledge that it is satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner as well as from the drawings and specifications made a part of this Agreement. The Design/Builder shall use its best efforts to cause its contractor to acknowledge that it is responsible for any failure to take the actions described and is responsible for conditions acknowledged in this Subsection, and will not be relieved from responsibility for failure to estimate properly the difficulty and cost of successfully performing the Work, or of proceeding to successfully perform the Work without additional expense to the Owner or Design/Builder.

A-12.3 The Owner assumes no responsibility for any conclusions or interpretations made by the Design/Builder or its contractor based on the information made available by the Owner.

A-13. CONSTRUCTION SAFETY, SECURITY AND HEALTH STANDARDS.

A-13.1 If the Owner so decides, the safety requirements of this Agreement will be specified in the Construction Safety and Security Manual which, at the Owner's discretion, may be drafted by Design/Builder prior to or after execution of this Agreement.

A-13.2 It shall be a condition of this Agreement and shall be made a condition of each construction contract entered into pursuant to this Agreement, that the Design/Builder and any contractor shall not require any laborer or mechanic employed in performance of this Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under the California Occupational Safety and Health Act of 1973 (Chapter 993, Statutes of 1973) and the Code of Federal Regulations, OSHA Safety and Health Standards (29 CFR 1926 and 1910).

A-13.3 To the extent covered by insurance, Design/Builder shall hold the Owner and its authorized representatives harmless from any liability, claims, or charges by reason of Design/Builder's or its contractor's failure to comply with the above acts or any regulations adopted pursuant thereto and shall reimburse the Owner for any fines, damages or expenses of any kind incurred by it by reason thereof.

A-14. INSPECTION

A-14.1 Work shall be subject to inspection and test by the Owner or the Owner's duly authorized representatives, at reasonable times and places prior to acceptance. The performance of any inspection or test by the Owner shall not constitute an acceptance unless or until the Owner specifically states in writing that as a result of a successful inspection or test the Work is accepted. An inspection or test shall not relieve the Design/Builder of responsibility for damage to, or loss of, the material prior to acceptance, nor in any way affect the continuing rights of the Owner after acceptance of the completed Work.

A-14.2 The Design/Builder shall furnish promptly facilities, labor, and material needed for performing safe and convenient inspection and tests if required by the Owner. Inspection and tests by the Owner will be performed so as to not unnecessarily delay the Work. The Owner reserves the right to charge to the Design/Builder additional cost of inspection or test when Work is not ready at the time specified by the Design/Builder for inspection tests, or when reinspection or retest is necessitated by prior rejection.

A-14.3 At any time before acceptance of the entire Work, the Owner may make an examination of Work already completed, by ordering the Design/Builder to remove or tear out the Work or portion thereof. If the Work is found to be defective or nonconforming in any material respect, due to the fault of the Design/Builder or its contractor, the Design/Builder shall pay the expenses of the examination and of satisfactory reconstruction. If, however, the Work is found to meet the requirements of this Agreement, an equitable adjustment will be made in the amounts payable to Design/Builder to compensate the Design/Builder for the additional services involved in the examination and reconstruction and, if completion of the Work has been unreasonably delayed and the delay affects the completion of the Work on time, the Design/Builder will be granted a suitable extension of time. The equitable adjustment or extension of time will be done by Change Order.

A-14.4 The Design/Builder shall allow access to the Work to authorized representatives of OSHA, CAL/OSHA, City of Los Angeles, United States Department of Transportation, the California Department of Transportation and any other governmental entity providing funding or having jurisdiction over or an interest in the Work for the purpose of inspecting work associated with their respective interests, and to authorized representatives of said governmental entities, labor unions, railroads, or utilities for the purposes of observing the Work associated with their respective interests.

A-14.5 Plant Inspection - The Owner may inspect the production of material and the manufacture of products at the source of supply. Plant inspection will not be undertaken until the Owner is assured of the cooperation and assistance of both the Design/Builder and the material producer or manufacturer. The Owner shall have free entry to parts of the plant involved in the

manufacture or production of the materials to be used or integrated into the Work. Adequate facilities shall be furnished to make the inspections at no additional costs to the Owner. The Owner, however, assumes no obligation to inspect materials at the source of supply. The responsibility of incorporating materials in the Work which meet the requirements of this Agreement rests entirely with the Design/Builder, notwithstanding prior inspections or tests by the Owner.

**A-15. PRICE REDUCTION FOR DEFECTIVE COSTS OR PRICING DATA**

**A-15.1 Design/Builder**

A-15.1.1 If required by any governmental agency providing funding, Design/Builder or its contractor shall submit to Owner a certificate of current costs or pricing data in substantially the form prescribed in Title 48, Part 15, Subsection 15.804-4 of the Code of Federal Regulations that, to the best of its knowledge and belief, the data submitted were accurate, complete and current as of the date of agreement on the price of any modification to this Agreement involving a price adjustment expected to exceed \$100,000, except any modification for which the price is: (a) based on adequate price competition; (b) based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or (c) set by law or regulation.

A-15.1.2 If any price, including profit, negotiated in connection with any modification to this Agreement, was increased by any significant amount because:

(a) The Design/Builder or its contractor furnished costs or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Costs or Pricing Data,

(b) A contractor or prospective contractor furnished the Design/Builder costs or pricing data that were not complete, accurate, and current as certified in the Design/Builder's Certificate of Current Costs or Pricing Data, or

(c) Any of these parties furnished data of any description that were not accurate, then the amounts payable to Design/Builder shall be reduced accordingly. This right to a

reduction in the amounts payable to Design/Builder shall be limited to that resulting from defects in data relating to modifications for which this clause becomes operative under Subsection A-15.1.1.

#### **A-15.2 Contractor**

A-15.2.1 The requirements of Subsections A-15.2.2 and A-15.2.3 shall apply to any modification to this Agreement when the modification involves a price adjustment expected to exceed \$100,000.

A-15.2.2 Before awarding any contract expected to exceed \$100,000 when entered into or pricing any contract modification involving a price adjustment expected to exceed \$100,000, the Design/Builder shall require the contractor to submit costs or pricing data (actually or by specific identification in writing), unless the price is: (a) based on adequate competition; (b) based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or (c) set by law or regulation.

A-15.2.3 The Design/Builder shall require the contractor to submit a certificate of current costs or pricing data in substantially the same form as prescribed in Subsection A-15.1.1.

A-15.2.4 The Design/Builder shall insert this Subsection A-15.2 into each contract that exceeds \$100,000 when entered into.

A-15.3 Relevant Federal Acquisition Regulations or Federal Transportation Administration guidelines will be used as a guide in determining allowability of contract costs.

#### **A-16. TERMINATION FOR FAILURE TO OBTAIN FUNDING OR APPROVAL OF ENVIRONMENTAL IMPACT REPORT**

A-16.1 The performance of Work under this Agreement may be terminated by the Owner in accordance with this Article, in whole or, from time to time, in part, for failure of Owner to obtain necessary funding for the Project or for failure of Owner to obtain approval of an Environmental Impact Report for the Project. Such termination shall be effected by delivery to the

Design/Builder of a Notice of Termination specifying the extent to which performance of Work under this Agreement is terminated and the date upon which such termination is effective.

A-16.2 After receipt of a Notice of Termination, except as otherwise directed by the Owner, the Design/Builder shall:

A-16.2.1 Stop Work under this Agreement on the date and to the extent specified in the Notice of Termination;

A-16.2.2 Place no further orders or contracts for materials, equipment services, or facilities, except those which are necessary to complete the portion of the Work under this Agreement which is not terminated;

A-16.2.3 Terminate all orders and contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;

A-16.2.4 Assign to the Owner, in the manner, at the times, and to the extent directed by it, all of the right, title, and interest of the Design/Builder in the orders and contracts affected by the termination. The Owner may, in its discretion, settle or pay any or all claims arising out of the termination of such orders and contracts;

A-16.2.5 Settle outstanding liabilities and claims arising out of the termination of orders and contracts with the approval or ratification of the Owner, to the extent it requires, which approval or ratification shall be final for the purposes of this Article;

A-16.2.6 Transfer title and deliver to the Owner, in the manner, at the times, and to the extent, if any, directed by it,

(a) The fabricated or unfabricated parts, Work in process, completed Work, supplies and other material procured as a part of or acquired in connection with the performance of the Work terminated by the Notice of Termination, and

(b) The completed or partially completed plans, drawings, information, and other property which, if this Agreement had been completed, would have been required to be furnished to the Owner.

A-16.2.7 Use best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Owner, property of the types referred to in Subsection A-16.2.6; provided, however, that the Owner

(a) Shall not be required to extend credit to any purchaser, and

(b) May acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner.

A-16.2.8 The proceeds of any transfer or disposition of property of the types referred to in Subsection A-16.2.6 shall be for the benefit of the Owner.

A-16.2.9 Complete performance of each part of the Work which is not terminated by the Notice of Termination; and

A-16.2.10 Take action necessary or as the Owner directs to protect and preserve the property related to this Agreement which is in the possession of the Design/Builder and in which it has or may acquire an interest.

A-16.3 After receipt of a Notice of Termination, the Design/Builder shall submit to the Owner its termination claim, in the form and with certification prescribed by the Owner. Such claim shall be submitted promptly, but in no event later than one year after the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Design/Builder made in writing within such one-year period or authorized extension thereof. However, if the Owner determines that the facts justify such action, it may receive and act upon any such termination claim at any time after the one-year period of any extension thereof.

A-16.4 Subject to the provisions of Subsection A-16.3, the Design/Builder and the Owner shall agree upon the whole or any part of the amount or amounts to be paid to the



Design/Builder by reason of the total or partial termination of Work pursuant to this Section A-16, which amount or amounts may include an allowance for profit on Work done by Design/Builder's contractors up to and including the date of termination. Nothing in Subsection A-16.5, prescribing the amount to be paid to the Design/Builder in the event of failure of the Design/Builder and the Owner to agree upon the whole amount to be paid to the Design/Builder by reason of the termination of Work pursuant to this Section A-16 shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Design/Builder pursuant to this Subsection A-16.4.

A-16.5 If the Design/Builder and the Owner fail to agree, as provided in Subsection A-16.4, upon the whole amount to be paid to the Design/Builder by reason of the termination of Work pursuant to this Section A-16, the Owner shall pay the Design/Builder the amounts determined by the Owner as follows, but without duplication of any amounts agreed upon in accordance with Subsection A-16.4:

A-16.5.1 With respect to Work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

(a) The cost of such prior-performed Work which cost may include an allowance for profit on Work done by Design/Builder's contractors up to and including the date of termination; and

(b) The cost of settling and paying claims arising out of the termination of Work under contracts or orders as provided in Subsection A-16.2.5, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the contractor prior to the effective date of the Notice of Termination of Work under this Agreement, which amounts shall be included in the cost on account of which payment is made under Subsection A-16.5.1(a).

A-16.5.2 The reasonable cost incurred to preserve and protect property pursuant to Subsection A-16.2.10 and any other reasonable costs incidental to termination of Work under this Agreement, including expense incurred to determine the amount due to the Design/Builder as the result of the termination of Work

under this Agreement.

A-16.6 In arriving at the amount due the Design/Builder under this Section A-16 there will be deducted:

A-16.6.1 The amount of any claim which the Owner has against the Design/Builder in connection with this Agreement; and

A-16.6.2 The agreed price for or the proceeds of sale of materials, supplies, or other things acquired by the Design/Builder or sold, pursuant to the conditions of this Section A-16, and not otherwise recovered by or credited to the Owner.

A-16.7 If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the Design/Builder may file with the Owner a request in writing for an equitable adjustment of the amounts payable to Design/Builder under this Agreement relating to the continued portion of the Agreement (the portion not terminated by the Notice of Termination), and an equitable adjustment may be made in the amounts payable.

A-16.8 The Owner may, from time to time, under terms and conditions it prescribes, make partial payments and payments on account against costs incurred by the Design/Builder in connection with the terminated portion of this Agreement, whenever, in the opinion of the Owner, the aggregate of payments does not exceed the amount to which the Design/Builder is entitled. If the total of the payments is in excess of the amount finally agreed or determined to be due under this Section A-16, the excess shall be paid by the Design/Builder to the Owner upon demand.

A-16.9 The Design/Builder shall, from the effective date of termination and for a period of three years after final settlement under this Agreement, preserve and make available to the Owner at all reasonable times, at the office of the Design/Builder or other agreed upon location, all its books, records, documents, and other evidence related to the costs and expenses of the Design/Builder under this Agreement and to the Work terminated hereunder. To the extent approved by the Owner, the Design/Builder may preserve the records in the form of photographs, micro-photographs, or other authentic reproductions thereof.

A-16.10 The Design/Builder shall insert in all contracts that the contractor shall stop Work on the date of and to the extent specified in a Notice of Termination from the Owner and shall require contractors and subcontractors of any tier to insert the same condition in any lower tier subcontracts.

A-16.11 The Design/Builder shall communicate any Notice of Termination issued by the Owner to its contractors immediately upon its receipt.

A-16.12 Under no circumstances shall the Design/Builder or its contractors be entitled to anticipatory or unearned profits or consequential damages as a result of a termination or partial termination under this Article.

#### A-17. MATERIALS

A-17.1 Unless otherwise specifically provided in this Agreement, material shall be new and of the grade specified for the purpose intended. Reference to material or patented process by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Design/Builder may, at its option, use any equipment, material, article, or process which is equal to that named in the specifications, subject to the requirements of Subsection A-17.3.

A-17.2 If requested by Owner, Design/Builder shall obtain the Owner's approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, the Design/Builder shall furnish to the owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this Agreement or by the Owner, the Design/Builder shall also obtain the Owner's approval of the material or articles which the Design/Builder contemplates incorporating into the Work. When requesting approval, the Design/Builder shall provide full information concerning the material or articles. When directed to do so, the Design/Builder shall submit samples to the Owner for approval. If Design/Builder installs or uses material that is not approved by Owner, it shall be at the risk of subsequent rejection by Owner.

**A-17.3 Approval of Alternate Material.** If requested by the Owner, Design/Builder shall obtain the Owner's approval of the use of alternative materials, as follows: Within the scope of its authority, Owner shall be the sole judge of the quality and suitability of any proposed alternative material. The burden of proving the quality and suitability of an alternative shall be upon the Design/Builder. Information required by the Owner in judging an alternative shall be supplied by the Design/Builder.

**A-17.3.1** Where use of an alternative involves redesign of or changes to other parts of the Work, the costs and the time required to accomplish the redesign or change will be considered in evaluating the suitability of the alternative. Redesign and changes to other parts of the Work shall be at the Design/Builder's expense unless they are approved by Owner.

**A-17.3.2** No action relating to the approval of an alternative will be taken by the Owner until the request for substitution is made in writing by the Design/Builder accompanied by complete data as to the quality and suitability of the alternative proposed. The request shall be made in ample time to permit approval without delaying the Work.

**A-17.3.3** Where classification by a body such as, but not limited to UL, NEMA, or AREA is a part of the specification for any material, proposals for use of an alternative shall be accompanied by reports from the listed body, or equivalent independent testing laboratory, indicating compliance with contract specifications. Testing required to prove equality of the alternative proposed shall be at the Design/Builder's expense.

**A-17.3.4** Approval of an alternative will be only for the characteristics and use specifically stated in the approval, and shall not change or modify any requirements of this Agreement, or establish approval for the alternative to be used on any other Work.

**A-17.3.5** Design/Builder shall also comply with all additional provisions for approval of any alternative which appear in any other section of this Agreement.

**A-17.4 Source of Supply and Quality of Materials**  
- The Design/Builder shall furnish all materials required to

complete the Work except those designated to be furnished by the Owner.

A-17.4.1 Notwithstanding prior inspection and approval by the Owner, only materials conforming to the requirements of this Agreement shall be incorporated in the Work.

A-17.4.2 The materials shall be manufactured, handled, and incorporated so as to ensure completed work in accordance with this Agreement.

A-17.5 Handling of Material - Materials shall be transported, handled, and stored by the Design/Builder in a manner which will ensure the preservation of their quality, appearance, and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.

#### A-18. CONTROL OF OWNER-FURNISHED MATERIALS

A-18.1 Owner-furnished material shall be stored and transported to the place of use by the Design/Builder including necessary loading and unloading. The Design/Builder's costs for storing, transporting, handling, protecting, and installing Owner-furnished material are included in the amounts payable to Design/Builder. The Design/Builder shall be responsible for materials furnished to it and shall pay for demurrage and storage charges incurred as a result of its failure to take delivery of Owner-furnished material on the assigned date. The Design/Builder shall be liable to Owner for the costs of replacing or repairing furnished materials lost or damaged after receipt by the Design/Builder. The costs will be deducted from any monies due or to become due the Design/Builder, except for any costs which are covered by insurance policies furnished by the Owner.

A-18.2 Owner-furnished material shall be received by Design/Builder in the presence of Owner's Designee and quantities thereof shall be verified jointly by Design/Builder and Owner. The delivery and acceptance of all such materials shall be recorded in writing, and Design/Builder shall evidence receipt and acceptance of such materials by signing forms satisfactory to Owner.

A-18.3 Design/Builder shall carefully note any visible damage to Owner-furnished material prior to Design/Builder's acceptance of delivery. Design/Builder shall notify Owner of any materials supplied to Design/Builder by Owner which are surplus and cooperate with Owner in the disposition of such surplus as directed by Owner.

A-18.4 Design/Builder shall notify Owner of any lack of, or requirement for, materials to be supplied by Owner in sufficient time for Owner to furnish said materials in advance of Design/Builder's need. In the event of misfit of Owner-furnished material, Design/Builder shall promptly notify Owner of such misfit. Design/Builder shall take all reasonable steps to avoid standby time due to such misfit or lack of Owner-furnished materials and to continue progress of other portions of Work pending correction of such misfit and/or the furnishing of material.

#### A-19. USE AND POSSESSION PRIOR TO COMPLETION

A-19.1 The Owner may take possession of or use any completed or partially completed part of the Work or any Element thereof. Before taking possession of or using any Work or Element thereof, the Owner shall furnish the Design/Builder a list of items of work remaining to be performed or corrected, on those portion of the Work or Element thereof that the Owner intends to take possession of or use. However, failure of the Owner to list any item of work shall not relieve the Design/Builder of responsibility for complying with the terms of this Agreement. The possession or use shall not be deemed an acceptance of any Work or Element thereof under this Agreement.

A-19.2 While the Owner has such possession or use, the Design/Builder shall be relieved of the responsibility for the loss of or damage to the Work or any Element thereof resulting from the Owner's possession or use. If prior possession or use by the Owner delays the progress of the Work or causes additional expense to the Design/Builder, an equitable adjustment shall be made to the amounts payable to Design/Builder at the time of completion of the Work. The Owner agrees that it will use reasonable efforts not to interfere with the Work.

**A-20. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS**

A-20.1 The Design/Builder shall preserve and protect existing vegetation such as trees, shrubs, and grass on or adjacent to the work site which are not indicated to be removed and which do not substantially interfere with the construction Work and shall replace at its own expense in kind damaged vegetation, shrubs and grass.

A-20.2 The Design/Builder shall protect from damage existing improvements at or near the site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of the Contract, applicable laws or regulations, or the failure to exercise reasonable care in the performance of the Work. If the Design/Builder fails or refuses to repair any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Design/Builder.

A-20.3 At points where the Design/Builder's operations are adjacent to utility facilities, damage to which might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners, work shall not commence until arrangements necessary for their protection have been made by Design/Builder. To the extent covered by insurance, Design/Builder shall be solely and directly responsible to the owners and operator of the utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Design/Builder's operations.

A-20.4 The Design/Builder shall comply with all applicable laws and regulations regarding precautions to be taken in the protection of existing vegetation, structures, utilities, and improvements.

**A-21. COOPERATION, ACCESS, AND COMMUNITY RELATIONS**

A-21.1 Other Contracts - The Owner may undertake or award other contracts for additional Work within the worksite of this Agreement in which event the Owner will provide Design/Builder with written notice thereof. The Design/Builder shall fully cooperate with other contractors and the Owner and carefully fit its own Work to additional Work directed by the Owner. Upon

written notice, the Owner will review and resolve conflicts between contractors. The Design/Builder shall not perform any act which will interfere with the performance of Work by any other contractor or by the Owner.

A-21.2 Any work indicated to be performed on private property shall be accomplished in a manner which will minimize inconvenience to the property owner and property tenant. The Design/Builder shall not enter upon private property to accomplish the Work without prior written permission to do so from the Owner.

A-21.3 Utility companies, railroads, and municipal agencies having facilities within the limits of the Work shall have access to their facilities for inspection and repair.

A-21.4 The Design/Builder shall maintain access to fire hydrants and fire alarm boxes throughout the prosecution of the Work. Hydrants, alarm boxes, and standpipe connections shall be kept clear and visible at all times unless approved otherwise by the Owner or the Owner's Designee. If visibility cannot be maintained, the Design/Builder shall provide clearly visible signs showing the location of the fire hydrant, fire alarm box, or standpipe connection.

#### A-22. ENVIRONMENTAL COMPLIANCE

A-22.1 Requirements, Laws, Regulations, and Orders - Design/Builder agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. Sections 1857 et seq.), the Clean Water Act (33 U.S.C. Sections 1251 et seq.), Executive Order 11378, all applicable standards of the State of California, and all clarification, mitigation measures and requirements approved by the Owner in accordance with State and Federal laws.

#### A-22.2 Air Quality Control

A-22.2.1 The Design/Builder shall comply with all rules, regulations, ordinances, including those of the South Coast Air Quality Management District and State statutes which apply to any Work performed pursuant to this Agreement, including any air quality control rules, regulations, ordinances, and statutes specified in Section 11017 of the California Government Code. If



requested by Owner, Design/Builder shall submit evidence to the Owner that the governing air quality control criteria are being met, and such evidence shall be retained by the Design/Builder for onsite examination by the Owner at Owner's request.

A-22.2.2 In the absence of applicable air quality control rules, regulations, ordinances or statutes governing solvents, including but not limited to the solvent portions of paint, thinners, curing compounds and liquid asphalt used on this Agreement, the Design/Builder shall comply with the applicable material requirements of the South Coast Air Quality management District. Containers of paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

A-22.2.3 Material to be disposed of shall not be burned, either inside or outside the site.

A-22.3 Environmental Protection Agency Regulations

A-22.3.1 The Design/Builder shall comply with the applicable regulations of the Environmental Protection Agency (40 CFR Part 15) and, specifically, shall not use any facility in the performance of this Agreement which is listed on the Environmental Protection Agency ("EPA") List of Violating Facilities unless and until the EPA eliminates the name of such facility from such listing. The Design/Builder shall promptly notify the Owner of the receipt of any communication from the Director, Office of Federal Activities, EPA; or any successor agency, indicating that a facility to be utilized by the Design/Builder is under consideration to be listed on the EPA List of Violating Facilities.

A-22.3.2 Design/Builder shall report violations to the Owner.

A-22.4 The Design/Builder shall include the requirements of Subsection A-22.1 through A-22.4 in every contract, the value of which is more than \$100,000 and shall take such action as the Owner directs to enforce the requirements.

**A-23. ENERGY CONSERVATION**

A-23.1 The Design/Builder shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 et seq.).

**A-24. HISTORICAL, SCIENTIFIC AND ARCHAEOLOGICAL DISCOVERIES**

A-24.1 Articles of historical, scientific or archaeological interest uncovered by the Design/Builder during progress of the Work shall be preserved and reported immediately to the Owner. The further operations of the Design/Builder with respect to the find, including disposition of the articles, will be decided by the Owner (with respect to property owned by Owner).

**A-25. BUY AMERICA**

A-25.1 Design/Builder shall comply with Section 165 of the Surface Transportation Assistance Act of 1982 (Public Law 97-424), and implementing regulations (49 CFR 660-661), if such laws and regulations are applicable by reason of the Project being funded in whole or part by a federal grant.

A-25.2 The Owner may investigate the Design/Builder's, any contractor's, and any supplier's compliance with this Section. If an investigation is initiated, the Design/Builder contractor, or supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. The Design/Builder shall incorporate the Buy America conditions set forth in this Section in every contract or purchase order and shall enforce such conditions.

**A-26. RIGHTS IN DATA**

A-26.1 The term "subject data", as used herein, means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the this Agreement. The term includes graphic or pictorial delineations in media, such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms, such as punched cards, magnetic tape, or computer memory printouts;

computer and microprocessor software documentation, including program design language or pseudo-code listings, fully annotated source code, and machine level listings; and information retained in computer memory. Examples include but are not limited to engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. the term does not include financial reports, costs analyses, and similar information incidental to contract administration.

A-26.2 All "subject data" first produced in the performance of this Agreement shall be the sole property of the Owner. The Design/Builder agrees to use its best efforts to cause its contractors to agree not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the Design/Builder shall not publish or reproduce such data in whole or in part, in any manner or form, nor authorize others to do so, without the written consent of the Owner, until such time as the Owner may have released such data to the public; this restriction, however, does not apply to contracts with academic institutions.

A-26.3 The Design/Builder agrees to use its best efforts to cause its contractors to grant to the Owner and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this Agreement but which is incorporated in the Work furnished under this Agreement; and to authorize others to do so.

A-26.4 To the extent covered by insurance, Design/Builder shall indemnify, hold harmless, and defend the Owner, the Owner's authorized representatives and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any violation by the Design/Builder of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement.

A-26.5 Nothing contained in this Section shall imply a license to the Owner under any patent, or be construed as

affecting the scope or right otherwise granted to the Owner under any patent.

A-26.6 Subsections A-26.3 and A-26.4 shall not be applicable to material furnished to Design/Builder by the Owner and incorporated in the Work furnished under this Agreement, provided that such incorporated material is identified by the Design/Builder at the time of delivery of such Work.

A-26.7 In the event that the Project, or any Element thereof, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under this Agreement shall become data as defined in Subsection A-26.1 and shall be delivered as the Owner may direct.

#### A-27. FEDERAL PARTICIPATION SIGNS

A-27.1 The Design/Builder will erect and maintain signs on the job site as indicated, satisfactory to the Owner and U.S. Department of Transportation, if applicable, identifying the project and indicating federal participation.

#### A-28. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

A-28.1 If applicable by reason of the Project being funded in whole or in part by a federal grant, the Design/Builder shall utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping equipment, materials, or commodities pursuant to the Contract and to the Cargo Preference Act [46 USC 1241 (b)], to the extent that such vessels are available at fair and reasonable rates for United States flag commercial vessels.

A-28.2 The Design/Builder shall furnish, within 30 calendar days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading, in English, for each shipment of cargo described above, to the Owner (through the Design/Builder in the case of contractor bills-of lading) and to:

Division of National Cargo  
Office of Market Development  
MARITIME ADMINISTRATION  
400 Seventh Street, S.W.  
Washington, D.C. 20590

marked with appropriate identification of the Project.

A-28.3 The Design Builder shall insert the substance of this Section in all contracts issued pursuant to this Agreement.

**A-29. EQUAL EMPLOYMENT OPPORTUNITY**

A-29.1 The Design/Builder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, physical handicap or national origin. The Design/Builder shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, age, sex, physical handicap or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion, and transfer; recruitment and recruitment advertising; layoff and termination; rates of pay and other forms of compensation; and selection for training, including apprenticeship. The Design/Builder shall post notices to be provided, setting forth the conditions of this Section, in conspicuous places available to employees and applicants for employment. The Design/Builder shall insert a similar condition in all contracts, except contracts for standard commercial supplies or raw materials.

A-29.2 The Design/Builder shall abide by the provision of California Labor Code Section 1777.5, with respect to the employment of indentured apprentices.

A-29.3 The Design/Builder shall, in all solicitations or advertisements for employees placed by or on behalf of the Design/Builder, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, age, sex, or national origin.

A-29.4 The Design/Builder shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding

a notice to be provided, advising the said labor union or workers' representatives of the Design/Builder's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

A-29.5 The Design/Builder shall comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

A-29-6 The Design/Builder shall furnish information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor or pursuant thereto and shall permit access to its books, records and accounts by the Owner and the Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

A-29.7 The Design/Builder shall include the conditions of Subsection A-29.1 through A-29.6 in every contract of any tier or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246, as amended, so that such conditions shall be binding upon each contractor or vendor. The Design/Builder shall take such action with respect to any contract or purchase order as the Owner may direct, as a means of enforcing such conditions, including sanctions for noncompliance, provided, however, that, if the Design/Builder becomes involved in or is threatened with litigation with a contractor or vendor as a result of such direction by the Owner, the Design/Builder may request the United States to enter into such litigation to protect the interests of the United States.

**A-30. AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY**

A-30.1 Requirements for Affirmative Action to Ensure Equal Employment Opportunity pursuant to Executive Order 11246, as amended, apply to this Agreement.

A-30.1.1 The Design/Builder will ensure that its construction contractor complies with the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.

A-30.1.2 The goals and timetables for minority and female participation, expressed in percentage terms for the Design/Builder's contractor's aggregate work force in each trade on all construction work in the Los Angeles County Area are as follows:

(a) Goals and Timetables for Female Participation.

<u>TIMETABLE</u>	<u>TRADE GOAL</u>
From April 1, 1980 until current date.	All 9%

(b) Goals and Timetables for Minority Participation.

<u>TIMETABLE</u>	<u>TRADE GOAL</u>
Until further notice by the Office of Federal Contract Compliance Programs (OFCCP)	All 29.7%

A-30.1.3 These goals are applicable to all the Design/Builder's and its contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Design/Builder's contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the work is generally performed. With regard to this second area, the Design/Builder's contractor is also subject to the goals for both its federally assisted and non-federally assisted construction.

A-30.1.4 The Design/Builder's and its contractor's compliance with Executive Order 11246, the regulations in 41 CFR Part 60.4, and the Owner's Equal Employment Opportunity Policy shall be based on the implementation of this Section, specific affirmative action obligations set forth in 41 CFR 60-4.3 (a), and Design/Builder's and its contractor's efforts to meet the goals established for the Los Angeles County geographical area where the Work is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the

Design/Builder shall ensure that its contractor makes a good faith effort to employ minority persons and women evenly on each of its projects. Compliance with the goals will be measured against the total work hours performed.

A-30.1.5 If requested by Owner, the Design/Builder shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days after award of any construction contract in excess of \$10,000 at any tier for construction work under this Agreement. The notification shall list the name, address, and telephone number of the contractor; employer identification number; estimated dollar amount of contract; estimated starting and completion dates of the contract; and the geographical area in which the contract is to be performed.

A-30.1.6 As used in this Agreement, the "covered area" is the area of jurisdiction of the Los Angeles Building and Construction Trades Council.

A-30.2 Standard Federal Equal Employment Opportunity Construction Contract Specifications Pursuant to 41 CFR 60-4.3(a) and the Owner's policy are as follows.

A-30.2.1 As used in this Agreement:

(a) "Covered area" means the area of jurisdiction of the Los Angeles Building and Construction Trades Council.

(b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, and any person to whom the Director delegates authority.

(c) "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.

(d) "Minority" includes:

Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);



Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

A-30.2.2 Whenever the Design/Builder, or any contractor at any tier, contracts a portion of the Work involving any construction trade, it shall include in each contract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in this Agreement.

A-30.2.3 If the Design/Builder is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan Area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

A-30.2.4 The Design/Builder or its contractor shall implement the specific affirmative action standards provided in Subsection A-30.2.7 herein. The goals set forth in this Agreement are expressed as percentages of the total hours of employment and training of minority and female utilization the Design/Builder or its Contractor should reasonably be able to achieve in each construction trade in which it has employees in the

covered area. The Design/Builder or its Contractor is expected to make substantially uniform progress towards its goals in each craft during the period specified.

A-30.2.5 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Design/Builder or its contractor has a collective bargaining agreement, to refer either minority persons or women shall excuse the Design/Builder's or its contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

A-30.2.6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Design/Builder or its contractor during the training period, and the Design/Builder or its contractor, as the case may be, must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

A-30.2.7 The Design/Builder or its contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Design/Builder's or its contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Design/Builder or its Contractor shall document these actions fully and implement affirmative action steps at least as extensive as the following:

(a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Design/Builder's or its contractor's employees are assigned to work. The Design/Builder or its contractor, where possible, will assign two or more women to each construction project. The Design/Builder or its contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Design/Builder's and its contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Design/Builder or its contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Design/Builder or its contractor by the union or, if referred, not employed by the Design/Builder or its contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

(d) The Design/Builder or its contractor shall provide immediate notification to the Owner's Manager of Contract Compliance and OFCCP's Director when the Design/Builder or its contractor has information that the union referral process has impeded the Design/Builder or its contractor's efforts to meet its obligations.

(e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minority persons and women, including upgrading programs and apprenticeship and trainee programs relevant to the Design/Builder's or its contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Design/Builder or its contractor shall provide notice of these programs to the sources compiled under A-30.2.7(b) above.

(f) Disseminate the Design/Builder's or its contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Design/Builder or its contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on

bulletin boards accessible to all employees at each location where construction work is performed.

(g) Review, at least annually, the Design/Builder's or its contractor's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(h) Disseminate the Design/Builder's or its contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Design/Builder's or its contractor's EEO policy with other contractors and subcontractors with whom the Design/Builder or its contractor does or anticipates doing business.

(i) Direct its recruitment efforts both oral and written, to minority, female and community organizations, to schools with minority and female recruitment, and training organizations serving the Design/Builder's or its contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Design/Builder or its contractor shall send written notification to organizations such as above, describing the opening, screening procedures, and tests to be used in the selection process.

(j) Encourage present minority and female employees to recruit other minority persons and women, and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Design/Builder's or its contractor's work force.

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(l) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities, through appropriate training, etc.

(m) Ensure that seniority practices, job classifications, work assignment and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Design/Builder's or its contractor's obligations under these specifications are being carried out.

(n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facility shall be provided to assure privacy between the sexes.

(o) Document and maintain a record of all solicitations of offers for contracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

A-30.2.8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Subsections A-30.2.7(a) through A-30.2.7(p)). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the Design/Builder or its contractor is a member or participant, may be asserted as fulfilling any one or more of its obligations under Subsection A-30.2.7(a) through A-30.2.7(p) of these specifications provided that the Design/Builder or its contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minority persons and women in the industry, ensures that the concrete benefits of the program are reflected in the Design/Builder's or its contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which

demonstrates the effectiveness of actions taken on behalf of the Design/Builder or its contractor. The obligation to comply, however, is the Design/Builder's or its contractor's and a failure of such a group to fulfill an obligation shall not be a defense for the Design/Builder's or its contractor's noncompliance.

A-30.2.9 A single goal for minority persons and a separate single goal for women have been established. The Design/Builder or its contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Design/Builder or its contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Design/Builder or its contractor has achieved its goals for women generally, the Design/Builder or its contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

A-30.2.10 The Design/Builder or its contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, age, sex, physical handicap or national origin.

A-30.2.11 The Design/Builder or its contractor shall not enter into any contract or subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended by Executive Order 11375.

A-30.2.12 The Design/Builder or its contractor shall carry out such sanctions and penalties for violation of Sections A-29 and A-30 including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

A-30.2.13 The Design/Builder or its contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Subsection A-30.2.7 of these specifications, so as to ensure equal employment opportunity. If

the Design/Builder or its contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

A-30.2.14 The Design/Builder or its contractor shall designate a responsible official to monitor all employment related activity to ensure that the Design/Builder's or its contractor's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address and telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

A-30.2.15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A-30.2.16 The Design/Builder or its contractor shall provide the Owner, by the fifth day of each month following the preceding month's construction activity, a Monthly Employment Utilization Report in a form acceptable to the Owner. This report shall contain information on all personnel on each Owner contract. Subcontractors, also, shall provide the same reports, through the contractor, by the fifth day of each month. If the Design/Builder or its contractor or a subcontractor is unable to submit its report on time, it shall notify the Owner's Manager of Contract Compliance, and request additional time to submit its report. Failure of the Design/Builder or its contractor to report in a timely manner shall result in a penalty of \$10.00 per day per report.

**A-31. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**A-31.1 Policy and Obligation**

A-31.1.1 Policy - It is the policy of the Owner and the United States Department of Transportation that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 23 and in Subsection A-31.3 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR 23 may apply to this Agreement.

A-31.1.2 DBE Program - Design/Builder shall ensure that DBEs, as defined herein, have the maximum opportunity to participate in the performance of the Owner's contracts and subcontracts in accordance with the "Disadvantaged Business Enterprise Program for the Southern California Rapid Transit District" (the "DBE Program") referred to in Section 10.2 of the Development Agreement. In this regard, the Design/Builder shall take all necessary and reasonable steps, in accordance with the DBE Program to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Design/Builder shall not discriminate on the basis of race, religion, color, sex, age, physical handicap or national origin in the award or performance of contracts.

**A-31.2 Goal**

A-31.2.1 The Goals for DBE participation for this Agreement are set forth in Exhibit O-2 of the Development Agreement.

A-31.2.2 The Design/Builder shall require its contractor to meet the DBE participation goals set forth in Exhibit O-2 of the Development Agreement or demonstrate good faith efforts to meet the goals.

**A-31.3. Definitions**

A-31.3.1 The following definitions apply to the terms as used in this Agreement.



**A-31.3.2 "Disadvantaged Business Enterprise"** means a small business concern: (a) which is at least 51-percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51-percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

**A-31.3.3 "Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained for the performance of this Agreement.

**A-31.3.4 "Regular Dealer"** means a firm that owns, operates, or maintains a store, warehouse, or other establishment, in which the materials or supplies required for the performance of this Agreement are brought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

**A-31.3.5 "Owned and controlled"** means a business: (a) which is at least 51-percent owned by one or more Socially and Economically Disadvantaged Individuals or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more Socially and Economically Disadvantaged Individuals and (b) whose management and daily business operations are controlled by one or more such individuals.

**A-31.3.6 "Small business concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. As defined herein, a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$14 million (as adjusted from time to time for inflation) over the previous three fiscal years.

A-31.3.7 "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, Women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration, pursuant to Section 8(a) of the Small Business Act, or by the Owner, pursuant to the DBE Program. Members of the following groups are presumed to be socially and economically disadvantaged:

(a) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(b) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(d) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the US Trust Territories of the Pacific, and the Northern Marianas;

(e) "Asian-Indian Americans," which includes person whose origins are from India, Pakistan, and Bangladesh; and

(f) Women.

A-31.3.8 "Other Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by the Small Business Administration or the Owner to meet the social and economic disadvantage criteria described below.

(a) Social Disadvantage:

(1) The individual's social disadvantage stems from his/her color, national origin, gender, physical handicap, long term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

(2) The individual must demonstrate that he/she has personally suffered social disadvantage.

(3) The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.

(4) The individual's social disadvantage must be chronic, longstanding, and substantial, not fleeting or insignificant.

(5) The individual's social disadvantage must have negatively affected his/her entry into and advancement in the business world.

(6) A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

(b) Economic Disadvantage

(1) The individual's ability to compete in the free enterprise system has been impaired, due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area who are not socially disadvantaged.

(2) The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

(a) With respect to the individual:

- o - availability of financing
- o - bonding capability;
- o - availability of outside equity capital;

- o - available markets.
- (b) With respect to the individual and the business concern:
  - o - personal and business assets;
  - o - personal and business net worth;
  - o - personal and business income and profits.

**A-31.4 Good Faith Efforts During the Term of the Agreement**

A-31.4.1 The Design/Builder shall require that its contractor make good faith efforts to ensure that DBEs have maximum opportunity to successfully perform in this Agreement.

A-31.4.2 These efforts, shall include but not be limited to the following:

(a) negotiating in good faith to attempt to finalize a subcontract agreement with the DBEs to which it has committed.

(b) If the contractor fell short of meeting the DBE goals set for this Agreement but was determined by the Owner to have made good faith efforts to meet the goal, exerting efforts, that can be documented, to seek out and utilize additional DBE suppliers and DBE subcontractors to make up for the shortfall.

(c) Continuing to provide assistance to DBE subcontractors or suppliers in obtaining bonding, lines of credit, etc., if required by the Design/Builder or its contractor.

(d) Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting approval to substitute another subcontractor in place of the DBE.

(e) As with all subcontractors, timely payment of all monies due and owing to DBE subcontractors and suppliers.

(f) Timely submittal of complete and accurate DBE monthly reports, in accordance with Subsection A-31.6.

(g) Alerting the Owner's Contract Compliance Department, in a timely manner, of any problems anticipated in attaining the DBE participation goals to which it has committed.

**A-31.5 Substitution of Subcontractors** - If the Design/Builder's contractor requests a substitution of a DBE subcontractor or supplier, the Design/Builder shall require its contractor to exert good faith efforts to replace a DBE subcontractor with another DBE subcontractor, subject to the approval of the Owner. The terms of this Subsection shall apply to all subcontractor substitutions of any tier including those made by bonding companies.

**A-31.6 Contract Compliance Reporting Requirements** - The Design/Builder shall require its contractor to submit monthly progress reports reflecting its DBE participation. Failure to submit reports in a timely manner shall result in the imposition of a penalty of \$10.00 per day per report if not received by the 7th day of the month following the reporting period. The Design/Builder shall, upon request by the Owner, require its contractor to submit justification if its or its subcontractor's DBE participation fall below the commitment.

**A-31.7 Change in Contract Amount** - The dollar amount of Change Orders or any other Contract modifications that increase or decrease the Work in which DBE participation has been committed to shall be commensurately added to or subtracted from the total amounts payable to Design/Builder used to compute actual dollars paid to DBEs. Revised total amounts shall be reflected in the monthly progress report submitted and referenced in A-31.6.

**A-31.8 Noncompliance** - The Design/Builder shall require its contractor to agree that failure to carry out the requirements of this subsection shall constitute a material breach of contract and, after notification to the US Department of Transportation, if applicable, may result in termination of its contract with Design/Builder or imposition of other appropriate sanctions.

## A-32 LABOR PROVISIONS

A-32.1 Design/Builder shall ensure that the following provisions be inserted into all construction contracts entered into between Design/Builder and construction contractors:

(a) Mechanics and laborers employed or working on the site of the Work will be paid unconditionally and not less often than once of week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act) (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor, if applicable, to the Project, a copy of which is on file at the principal office of Owner and shall be made available on request of the contractor regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the Work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act, 40 U.S.C. Section 276a(b)(2) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a) (1) (iv). Also for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period under plans, funds or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(b) Any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the Agreement, shall be classified conformably to the wage determination, and a report of the action taken shall be sent to the Owner who may forward such submittal to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the contractor shall be referred to the Owner who may forward the submittal to the Secretary of Labor for final determination.

(c) Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof shall be established. If the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the contractor shall be referred to the Owner who may forward the submittal to the Secretary of Labor for determination.

(d) If the contractor does not make payments to a trustee or other third person, it may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, or any bonafide fringe benefits not expressly listed in Section 1(b) (2) of the Davis-Bacon Act, or a type listed in the wage determination decision of the Secretary of Labor which is incorporated in this Agreement, provided however, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. Wherever practicable, the contractor should request the Secretary of Labor to make such findings before the making of the Agreement. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(e) Withholding - The Design/Builder may withhold from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the Work, the full amount of wages required by the Agreement. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the Work, all or part of wages required by the Agreement, the Design/Builder may, after written notice to the contractor, take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

(f) Payrolls and basic records relating thereto will be maintained during the course of the Work and preserved for a period of three years thereafter for all laborers

and mechanics working at the site of the Work, in the construction or development of the Project. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborers or mechanics include the amount of costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual cost incurred in providing such benefits.

(g) Within seven (7) calendar days after each ending payroll period, the contractor shall submit a copy of all payrolls to the Design/Builder, for transmittal to the Owner. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work performed. A submission of the "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll, or any subsequent payroll, of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a) (1) (iv) shall satisfy this requirement. The contractor shall be responsible for the submission of copies of payrolls of any subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of Owner, DOT and the Department of Labor and will permit such representatives to interview employees during working hours on the job.

(h) If the contractor employs apprentices or trainees under an approved program then the contractor shall include a notation on the first weekly certified payrolls submitted to the Design/Builder, that their employment is pursuant to an approved program and shall identify the program.



(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bonafide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as a apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to its entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined herein or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the Design/Builder or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of its program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the Work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(j) Trainees - Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage grade determined by the

Secretary of Labor for the classification of work he actually performed. The Design/Builder, contractor or subcontractor will be required to furnish the Owner or a representative of the Wage-hour Division of the U.S. Department of Labor written evidence of the certification of contractor's or subcontractor's program, the registration of the trainees, and the ratio and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(k) Equal Employment Opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

(l) Compliance with Copeland Act and Regulations - The Contractor shall comply with the Copeland Act (18 U.S.C. Section 874), and regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(m) Contract Termination/Debarment - A breach of the foregoing Subsections A-32.1(a) through A-32.1 (l) may be grounds for termination of the Contract, and for debarment as provided in 29 CFR 5.6.

(n) Contract Work Hours and Safety Standards Act-Overtime Compensation - This contract may be subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), and to the applicable rules, regulations, and interpretations of the Secretary of Labor. If so, no contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic received compensation at a rate of pay not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(o) Violations; Liability for Unpaid Wages; Liquidated Damages - In the event of any violation of the requirements set forth in the preceding Subsection, the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the requirements set forth in the preceding Subsection in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required in Subsection A-32.1(n).

(p) Withholding for Liquidated Damages - The Design/Builder may withhold, from any monies payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the contractor or its subcontractors for unpaid wages and liquidated damages as specified in the preceding Subsection.

(q) Final Labor Summary - The contractor and each subcontractor shall furnish to the Design/Builder, upon the completion of the contract, a summary of all employment, indicating for the completed Project, the total hours worked and the total amount earned.

(r) Final Certificate - Upon completion of the contract, the contractor shall submit to the Design/Builder with a voucher for final payment for any work performed under the Agreement a certificate concerning wages and classifications for laborers and mechanics, including apprentices and trainees employed on the Project, in the following form:

The undersigned, Contractor on:

\_\_\_\_\_ (Contract No. \_\_\_\_\_)

hereby certifies that all laborers, mechanics, apprentices and trainees employed by it or by any subcontractor performing work

under the contract on the Project have been paid wages at rates not less than those required by the contract provisions, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the contract or training program provisions applicable to the wage rate paid.

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Signature and Title

(s) Notice to the Owner of Labor Disputes - Whenever the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the contract, the contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Design/Builder.

(t) Disputes Clause (Labor Regulations)

(1) All disputes concerning the payment of prevailing wage rates or classification shall be promptly reported to the Design/Builder who shall refer such disputes to the Owner. The Owner may further refer such disputes to the DOT or the Secretary of Labor. The decision of DOT or the Secretary of Labor, as the case may be, shall be final.

(2) All questions relating to the application or interpretation of the Copeland Act (18 U.S.C. Section 874), the Contract Work Hours Standards Act (40 U.S.C. Sections 327-333), the Davis-Bacon Act (40 U.S.C. Section 276A), or Section 13 of the Urban Mass Transportation Act (49 U.S.C. Section 1609), shall be sent to the U.S. Department of Transportation for referral to the Secretary of Labor for ruling or interpretation, and such ruling or interpretation shall be final.

(u) Convict Labor - In connection with the performance of work under this Contract, the contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

(v) Contractor shall comply with all applicable provisions of the California Labor Code, Sections 1770 through 1780 and, specifically, pursuant to Section 1775 of the

California Labor Code, the contractor covenants to comply with the provisions thereof. Pursuant to California Labor Code Section 1770, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages, a copy of which final determination is on file at the principal office of the Owner and shall be made available on request of the contractor. Notwithstanding the foregoing provisions, the contractor shall pay wages in conformance with California Labor Code Sections 1770 through 1780, where such wages required by the California Labor Code exceed the wages required by such provisions.

(w) Contractor and its subcontractors of any tier shall comply with any revisions in the State of California or Federal minimum wage determinations applicable to this contract at no additional cost to the Design/Builder.

(x) Certified Payrolls - Construction Project  
- Pursuant to Section 1776 of the California Labor Code the contractor and each subcontractor on any tier shall furnish a certified copy of each weekly payroll of itself and each subcontractor on any tier within seven days after the regular payroll date. Following a review by the Design/Builder for compliance with State and Federal labor laws, the payroll copy shall be retained by the Design/Builder.

(y) Provided all information and certifications required by California law are included therein, the contractor may use the Department of Labor Form WH-347, "Optional Payroll Form," which provides for all the necessary payroll information and certifications required by federal law. This Department of Labor form may be purchased at nominal cost from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The contractor may, in the alternative use any form approved by the California Department of Industrial Relations or use its own payroll form provided it includes the same information and certifications.

(z) Insertion in Subcontracts - The contractor shall insert in all construction contracts of any tiers the clauses set forth in Subsections A-32.1.1(a) through A-32.1.1(z), and such other clauses as the Design/Builder may by appropriate instructions require.

### **A-33. INDEMNIFICATION**

A-33.1 To the extent covered by insurance, the Design/Builder shall indemnify, hold harmless, and defend the Owner, its officers, employees, agents, contractors, and subcontractors, individually, to the maximum extent allowed by law, from and against all liability, claims, losses, actions and expenses (including attorney's fees), on account of bodily injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of the Owner) arising out of or relating from the acts or omissions of the Design/Builder, its contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable in the performance of the Work, unless caused solely by the negligence or willful misconduct of or defects in design, if applicable, furnished by the parties to be indemnified.

A-33.2 Claims against the parties to be indemnified, by any employee of Design/Builder, its contractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not limit the Design/Builder's indemnification obligation, set forth above, in any way, by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Design/Builder or its contractors under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

### **A-34. PUBLIC RECORDS ACT**

A-34.1 All records, documents, drawings, plans, specifications, and other material relating to this Agreement are subject to the provisions of the California Public Records Act (Government Code Section 6250 et seq.). The Owner's use and disclosure of its records are governed by this Act.

A-34.2 The Design/Builder or its contractor shall identify any specific information or design details that it considers proprietary. The Design/Builder or its Contractor shall clearly and prominently mark each and every page or sheet of such materials with "Proprietary," as it determines to be appropriate.

**A-35. MISCELLANEOUS PROVISIONS.**

**A-35.1 Unavoidable Delay.** "Unavoidable Delay" shall mean delay beyond the control of the party claiming the same and shall include the following: (i) delay attributable to acts of God, strikes or labor disputes; (ii) delay attributable to governmental laws or restrictions, delay in permit processing or litigation relating to (a) entitlements, (b) CEQA review or (c) the development or use of the Project site, for the purposes described herein; (iii) delay attributable to inclement weather or earthquake resulting in suspension of site work for safety purposes, (iv) delay attributable to inability reasonably to procure or general shortage of labor, equipment, materials or supplies in the open market, or failure of transportation, (v) termination of existing funding for reasons other than by reason of an Owner Default; (vi) delay caused by acts of a public enemy, insurrections, riots, mob violence, sabotage, malicious mischief, casualty or earthquake causing substantial damage to previously constructed improvements; (vii) delay in performance of any term, covenant, condition or obligation under this Agreement for reasons beyond the control of the party obligated to perform such term, covenant, condition or obligation, including default or delays of third parties and of the other party whether in rendering approvals or otherwise; and (viii) delay caused by pending Arbitration. In each case (i) through (viii) as aforesaid, Unavoidable Delay shall include the consequential delays resulting from any such cause or causes. For the purpose of this definition, a cause shall be beyond the control of the party whose performance would otherwise be obligated only if such cause would prevent or hinder the performance of an obligation by any reasonable person or entity similarly situated and shall not apply to causes peculiar to the party claiming the benefit of this provision (such as failure to order materials in a timely fashion). The inability or failure to obtain financing by Owner ab initio shall neither be an Unavoidable Delay nor a default by Owner under this Agreement. For purposes of clause (vii) of the definition of Unavoidable Delays, any delay in performance of any term, covenant, condition or obligation under this Agreement shall not be deemed to have commenced unless and until the party suffering such delay provides written notice to the other party specifying the fact, matter or circumstance of Unavoidable Delay in question within sixty (60) days after the occurrence thereof. The failure to give such notice shall mean that the period of delay experienced shall not be included in the calculation of number of days of Unavoidable Delay under this Agreement, but shall not have

any other implication.

**A-35.2 Claims for Damages.** Should either party to this Agreement suffer injury or damage to person or property because of act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

**A-35.3 Temporary Signage During Construction.** Design/Builder may maintain on the Project site at all times during the Development Period, at a prominent location or locations, signs setting forth the names and roles of Owner (and its Board Members), Design/Builder (and its members) and its contractors, advisors, consultants and vendors; renderings; and (subject to Owner's reasonable approval) such other information as Design/Builder may deem appropriate from time to time.

**A-35.4 Standards.** Design/Builder shall perform the services to be performed by it hereunder in a diligent manner in keeping with good standards of the building industry for comparable projects and in accordance with the requirements of this Agreement, but in carrying out its duties and obligations hereunder, Design/Builder shall not be responsible for Unavoidable Delays or Owner Defaults, or for matters involving the expenditure of funds which are not made available by Owner.

**A-35.5 Approvals.** Whenever in this Agreement the approval of a party is required to be given, then the same shall not be unreasonably withheld or delayed, unless otherwise expressly permitted herein.

**A-35.6 Requirements Imposed on Subcontractors.** Owner and Design/Builder shall prepare a list of rules and procedures which shall be contained in all contracts and subcontracts entered into by Design/Builder or by any contractor of Design/Builder with respect to the Work. Such list shall include (a) provisions similar to those DBE provisions described in Section A-31 of this Agreement; (b) provisions meeting, at a minimum, the insurance requirements (including amounts and terms) described in this Agreement; (c) such bond and Change Order requirements as are necessary to comply with the terms of this Agreement and (d) such other provisions as may be required to



satisfactorily comply with the terms of this Agreement and as the parties may agree.

A-35.7 Relationship Between the Parties. Nothing in this Agreement is intended or shall be construed to create an agency relationship between Owner and Design/Builder. Design/Builder is an independent contractor with respect to its responsibilities to the Project and under this Agreement and shall be free to exercise its independent judgment and discretion in carrying out its obligations under this Agreement.

A-35.8 Waiver - No waiver of any provision, in whole or in part, shall constitute a waiver of any provision or default, nor shall it constitute a waiver of any future application or enforcement of the same provision or any provision of this Agreement.

A-35.9 Emergencies - In an emergency affecting the safety of life, the Work, or adjacent property, the Design/Builder shall notify the Owner as early as possible that an emergency exists. In the meantime, without special instruction from the Owner as to the manner of dealing with the emergency, the Design/Builder shall act at its own discretion to prevent threatened loss or injury. As emergency work proceeds, the Owner may issue instructions that the Design/Builder shall follow.

A-35.10 Contracts For Digging Trenches or Excavations. The requirements of California Public Contract Code Section 7104 are hereby incorporated into and made a part of this Agreement.

A-35.11 Indemnification Limitation. With respect to any provision of this Agreement which obligates Design/Builder to indemnify Owner, such indemnification shall be limited to the extent of any insurance coverage.

A-35.11 Petty Cash Fund. Design/Builder shall establish a petty cash fund ("Petty Cash Fund") in the amount of \$1,000 to cover such incidental expenses as Design/Builder may from time to time incur. The Petty Cash Fund shall be funded by Owner and, as expenditures are made therefrom, shall be regularly replenished by Owner promptly after written request by Design/Builder.

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

"Design/Builder"

UNION STATION GATEWAY INC.,  
a California non-profit public  
benefit corporation

By: 

Name: JOHN BOLLINGER  
Title: PRESIDENT

By: 

Name:  
Title:

"Owner"

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT,  
a California public corporation

By: 

~~Name: Pegg~~ ARTHUR LEAHY  
General Manager PRO TEMPORE

APPROVED AS TO FORM:

  
Jeffrey Lyon  
Assistant General Counsel to SCRTD

06/30/92

A-71

## PROJECT CONTROL AGREEMENT

This Project Control Agreement is entered into as of June 30, 1992 by and between Union Station Gateway Inc., a California non-profit public benefit corporation ("USG"), and the Southern California Rapid Transit District, a California public corporation ("SCR TD"), in recognition of the following facts:

### RECITALS

A. USG as Design/Builder and SCR TD as Owner have entered into a Design and Construction Agreement dated June 19, 1992 which provides for the design and construction by USG of the "Project" (as defined therein) consisting of "Phase I" and "Phase II Public Transit Improvements," all as defined in that certain Development Agreement entered into on October 30, 1991 by and between SCR TD and Catellus Development Corporation ("Catellus").

B. USG and Catellus have entered into a Construction Management Agreement dated June 19, 1992 which provides generally for Catellus to manage certain aspects of the design and construction of the Project as necessary to meet obligations of USG under the Design and Construction Agreement.

C. Under the Design and Construction Agreement USG has undertaken certain obligations with respect to Project control, which it desires to have performed by SCR TD as Project Control Consultant (hereinafter referred to as "Consultant") in accordance with this Project Control Agreement.

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

### ARTICLE 1

#### CONSULTANT'S SERVICES AND RESPONSIBILITIES

1.1 Consultant shall provide the following services to USG:

1.1.1 Consultant shall provide sufficient and qualified staffing to perform its obligations hereunder, which shall include assigning and dedicating personnel to act as officers of USG as appointed by the USG Board of Directors, and such additional personnel as are necessary. As of the date hereof, the USG Board of Directors has appointed Consultant's personnel to act as USG's president, chief financial officer, and general counsel. The personnel of Consultant so assigned to the Project shall perform their services on behalf of USG and shall

be directly responsible to USG's president or his designee for the performance of their services.

1.1.2 The scope of Consultant's services is as follows:

(a) In coordination with the Construction Manager, primary responsibility for managing the activities and performance of any consultants who provide oversight, configuration, and other special services to USG, including, without limitation, independent cost estimating (the "Cost Estimator"), scheduling (the "Scheduling Consultant"), quality control (the "Quality Control Consultant"), administration of contract compliance including with respect to DBE requirements ("Contract Compliance Consultant"), safety (the "Safety Consultant"), configuration review (the "Configuration Consultant"), environmental review (the "Environmental Consultant"), market assessment (the "Market Consultant"), relocation (the "Relocation Consultant"), and multimedia and presentation services (the "Corporate Communications Consultant"). In the event that USG does not retain consultants to perform any such services, USG may direct Control Consultant to perform such services itself.

(b) Primary responsibility for the procurement process on behalf of USG relating to USG's contracts for services and materiel, except for the hiring of construction contractors and of consultants who provide architectural services, engineering services, or other services relating directly to design and construction of the Project.

(c) Primary responsibility for the administration of contract compliance on behalf of USG.

(d) Reviewing and making recommendations to USG regarding planning, design, constructibility, cost estimates, schedules, applications for payment, processes for handling of change orders and claims, and operations start-up.

(e) Providing information as necessary to USG's consultants, contractors, and other persons.

(f) Obtaining, reviewing, and making recommendations to USG regarding environmental assessments for the Project.

(g) Obtaining permits from applicable governmental authorities having jurisdiction over the Project.

(h) Auditing of USG's consultants and contractors...

1.2 Consultant is USG's independent consultant for the Project, and is responsible for the methods and means used in performing its services under this Agreement.

1.3 Consultant's services shall be performed in character, sequence, and timing so that they will be coordinated with those of Construction Manager and all other consultants retained by USG for the Project.

1.4 Consultant shall not be responsible for the acts or omissions of USG, the Construction Manager, or other consultants retained by USG.

1.5 Nothing in this Agreement is intended to create any relationship, contractual or otherwise, between Consultant and other consultants retained by USG, or to have the effect of creating any rights in any third party against Consultant.

## ARTICLE 2

### USG'S RESPONSIBILITIES

2.1 USG shall advise Consultant of the identity of other consultants participating in the Project and the scope of their services.

2.2 USG shall, with reasonable promptness, provide available information regarding the requirements for the Project.

2.3 USG shall review Consultant's work for compliance with USG's requirements and for overall coordination with the Project's architectural, engineering, construction, and other requirements.

2.4 USG shall consult with Consultant before issuing interpretations or clarifications of any design drawings or specifications and shall request the recommendations of Consultant before acting upon shop drawings, product data, samples or other submissions of any contractor for the Project, or upon change orders affecting the Project.

2.5 USG shall furnish to Consultant a copy of design documents, project budgets, project schedules, and statements of probable construction cost or detailed estimates of construction cost as submitted to USG at each milestone in the design process (i.e., schematics, design development documents, and construction documents); bidding documents; bid tabulations; negotiated

proposals; and contract documents (including change orders as issued).

### ARTICLE 3

#### DIRECT PERSONNEL EXPENSE

3.1 "Direct Personnel Expense" is defined as the direct salaries of all of Consultant's personnel for the time spent performing services under this Agreement, together with the cost of their mandatory and customary contributions and benefits related thereto, such as overtime pay, salary adjustments, employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

### ARTICLE 4

#### REIMBURSABLE EXPENSES

4.1 "Reimbursable Expenses" include all actual expenditures authorized by USG and incurred by Consultant and its personnel in carrying out its obligations under this Agreement, and shall include without limitation expenditures for the following:

- (a) Transportation, living expenses and travel authorized by USG;
- (b) Telephone and fax costs;
- (c) Permit and mitigation fees paid for securing approvals of authorities having jurisdiction over the Project;
- (d) Reproductions, photographs and printing;
- (e) Postage, distribution, and handling of documents;
- (f) Presentation of multi-media materials including renderings and models requested by USG;
- (g) Insurance and bonds;
- (h) Marketing and promotional costs;
- (i) Computer hardware, software, and support;

- (j) Office rental;
- (k) Office materials, supplies and equipment;
- (l) Field office furnishings, utilities, and services;
- (m) Meeting and incidental expenses;
- (n) Conference, professional and educational expense; and
- (o) Records-management materials and equipment.

## ARTICLE 5

### PAYMENTS TO CONSULTANT

5.1 USG shall pay Consultant for Consultant's services, and Reimbursable Expenses, as follows:

5.2 USG shall pay Consultant for Direct Personnel Expense and Reimbursable Expenses as described in Article 3 and Article 4 (collectively, "Costs"). To the extent that Consultant has incurred Costs authorized by the USG Board of Directors related to the performance of Consultant's obligations hereunder prior to the effective date of this Agreement, said Costs shall be paid to Consultant if, when, and to the extent funding is secured for the Project.

5.3 All payments to the Consultant under this Agreement shall be made monthly in arrears based upon invoices submitted in the form required by USG, stating services rendered and expenses incurred. No deduction shall be made from Consultant's compensation on account of penalties, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the Project other than any changes for which Consultant is legally liable.

## ARTICLE 6

### CONSULTANT'S ACCOUNTING RECORDS

6.1 Records of Direct Personnel Expense and of Reimbursable Expenses shall be kept on the basis of generally accepted accounting principles and shall be available to USG or its authorized representative at mutually convenient times.

## ARTICLE 7

### OWNERSHIP AND USE OF DOCUMENTS

7.1 Except as required for reference and coordination purposes in connection with future additions or alterations to the Project, drawings and specifications prepared by Consultant are and shall be the property of USG whether or not the Project for which they are made is executed. Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for such reference and coordination.

7.2 Submission or distribution of documents for the purpose of meeting regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of USG's or Consultant's rights.

## ARTICLE 8

### ARBITRATION

8.1 All claims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under applicable law.

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

8.3 In connection with any arbitration arising out of or relating to this Agreement, upon motion or petition of USG or Consultant, the arbitrator(s) or court shall order consolidation of separate arbitration proceedings when:

(a) USG or Consultant is a party to a separate arbitration agreement or proceeding with a third party; and

(b) The disputes arise from the same transactions or series of related transactions.



The intent of the parties is to provide for the consolidation of arbitration proceedings or other dispute resolution proceedings to the maximum extent permitted by law (including California Code of Civil Procedure section 1281.3), and to avoid a multiplicity of separate proceedings in arbitration, court, or both.

8.4 All provisions of section 1283.05 of the California Code of Civil Procedure, except subdivision (e) thereof, relating to the conducting of discovery proceedings, are referred to and incorporated into this Agreement by this reference.

8.5 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### ARTICLE 9

##### TERMINATION OF AGREEMENT

9.1 This Agreement may be terminated by either party at any time, with or without cause, on fifteen days' written notice.

9.2 In the event of termination, Consultant shall be compensated for all services performed to the termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 9.3.

9.3 "Termination Expenses" are defined as expenses directly attributable to termination for which the Consultant is not otherwise compensated.

#### ARTICLE 10

##### MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed by the laws of the State of California.

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

10.3 This Agreement may be amended only by written instrument signed by both USG and Consultant.

ARTICLE 11

INSURANCE

11.1 Subject to USG's approval as to all policy limits and deductibles, Consultant shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation laws; from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of its employees or of any person; from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and from claims arising out of the performance of this Agreement and caused by negligent acts for which the Consultant is legally liable.

This Agreement is entered into as of the date first above written.

UNION STATION GATEWAY, INC.  
a California non-profit public  
benefit corporation

By:   
John Bollinger, President

By:   
Ted Tanner,  
Executive Vice President

Approved as to form:

  
Jeffrey J. Lyon  
General Counsel  
Union Station Gateway, Inc.

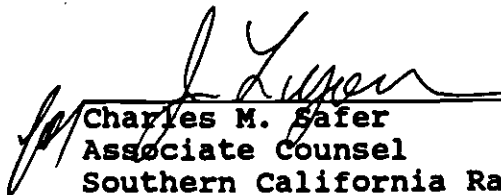
SOUTHERN CALIFORNIA RAPID TRANSIT  
DISTRICT, a California public  
corporation

By: Arthur I. Leahy

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

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

Approved as to form:

  
\_\_\_\_\_  
Charles M. Safer  
Associate Counsel  
Southern California Rapid  
Transit District

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B801

**Standard Form of Agreement Between**  
**Design-Builder ~~XXXXXX~~ and Construction Manager**

1980 EDITION

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

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

**AGREEMENT**

made as of the 30th day of June in the year of Nineteen  
Hundred and Ninety-Two

BETWEEN the Design-Builder  
~~XXXXXX~~:

UNION STATION GATEWAY INC.  
a California non-profit corporation

and the Construction Manager:

CATELLUS DEVELOPMENT CORPORATION,  
a Delaware corporation

For the following Project: Phase I as defined in that certain Development Agreement  
(include detailed description of Project location and scope.) (the "Development Agreement") dated October 30, 1980  
and between The Southern California Rapid Transit District, a California  
public corporation, and Catellus Development Corporation, a Delaware  
corporation

the Architect: Ehrenkrantz & Eckstut and McLaren Vasquez Partners

The Design-Builder  
~~XXXXXX~~ and the Construction Manager agree as set forth below. Reference in this  
Standard Form of Agreement to "the Owner" shall mean the Design-Builder.

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B801 — 1980 1

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**TERMS AND CONDITIONS OF AGREEMENT BETWEEN  
OWNER AND CONSTRUCTION MANAGER**

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

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

**BASIC SERVICES**

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

**1.1 PRECONSTRUCTION PHASE**

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

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

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

1.1.4 ~~Prepare~~ for the Owner's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipate the various elements of the Project, and based on Schematic Design Documents prepared by the Architect. Update and refine this estimate periodically as the Architect prepares Design Development and Construction Documents. Advise the Owner and the Architect if it appears that the Construction Cost may exceed the Project budget. Make recommendations for corrective action.

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

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

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

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

1.1.8 ~~Develop~~ a Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each separate Contractor. ~~Provide~~ the Project Construction Schedule for each set of Bidding Documents. 12 13

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

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

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

1.1.12 Make recommendations for pre-qualification criteria for Bidders and develop Bidders' interest in the Project. Establish bidding schedules. Assist the Architect in issuing Bidding Documents to Bidders. Conduct pre-bid conferences to familiarize Bidders with the Bidding Documents and management techniques and with any special systems, materials or methods. Assist the Architect with the receipt of questions from Bidders, and with the issuance of Addenda. 22

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

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

**1.2 CONSTRUCTION PHASE**

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

- 1 , GC's and the Cost Estimator's
- 2 in conjunction with GC, Architect and the Quality Consultant if any
- 3 After consultation with GC and the Quality Consultant if any
- 4 Assist in providing
- 5 Contractor's services
- 6 Assist in causing the Cost Estimator to
- 7 ~~prepare~~ in Article 3
- 8 GC
- 9 after consultation with GC and the Quality Consultant if any
- 10 Work with the Owner, the Architect and the Safety Consultant, if any,

- 11 In consultation with the Architect and the Scheduling Consultant, assist in developing
- 12 , move-in
- 13 the GC and
- 14 Assist in providing
- 15 In consultation with the Architect and the Scheduling Consultant, assist in investigating and recommending
- 16 coordinating
- 17 Assist in expediting and coordinating
- 18 Assist in causing the Cost Estimator to
- 19 to
- 20 and to make
- 21 Cause the Contract Compliance Consultant to
- 22 including, but not limited to, with respect to procuring furniture, fixtures and equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 23 assist in providing
- 24 assist in updating
- 25 In consultation with the Quality Consultant,
- 26 In consultation with GC and the Cost Estimator, assist in revising and refining
- 27 In consultation with the Cost Estimator,
- 28 written
- 29 endeavor to cause the Architect to
- 30 All consultants and Contractors
- 31 Endeavor to cause
- 32 to make timely recommendations for

- 33 Endeavor to cause the Safety Consultant to
- 34 and in monitoring compliance with mitigation measures of the Project EIR during construction.
- 35 requested by Owner or by Architect
- 36 Co-ordinate with the Quality Consultant to perform the following--to:
- 37 ;
- 38 ;
- 39 ;
- 40 and to investigate and recommend program or other changes in the scope and/or quality of the Project necessary to bring the Construction Cost within approved budget.

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

1.2.12 Arrange for delivery and storage, protection and security for Owner-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. 41

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

1.2.14 When the Construction Manager considers each Contractor's Work as a designated portion thereof substantially complete, ~~the Construction Manager shall~~

~~prepare~~ a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections. After the Architect certifies the Date of Substantial Completion of the Work, the Construction Manager shall coordinate the correction and completion of the Work.

1.2.15<sup>3</sup> Assist the Architect in determining when the Project or a designated portion thereof is substantially complete. Prepare for the Architect a summary of the status of the Work of each Contractor, listing changes in the previously issued Certificates of Substantial Completion of the Work and recommending the times within which Contractors shall complete uncompleted items on their Certificate of Substantial Completion of the Work.

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

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

### 1.3 ADDITIONAL SERVICES

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

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

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

1.3.3 Services for tenant or rental spaces.

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

1.3.5 Services made necessary by the default of a Contractor.

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

1.3.7 Recruiting or training maintenance personnel.

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

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

### 1.4 TIME

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

## ARTICLE 2

### THE OWNER'S RESPONSIBILITIES

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

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

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

2.4 The Owner shall retain an architect whose services, duties and responsibilities are described in the agreement between the Owner and the Architect. AIA Document ~~800-1980-4~~. The Terms and Conditions of the Owner-Architect Agreement will be furnished to the Construction Manager, and will not be modified without written consent of the Construction Manager, which consent shall not be unreasonably withheld. Actions taken by the Architect as agent of the Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them. 49

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

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

41 , in consultation with Contractor.  
42 in consultation with Owner, the Quality Consultant, if any, and GC, the Construction Manager shall co-ordinate a "walk through" of the Project by said parties and shall prepare for the Architect their collective  
43 In consultation with Owner,  
44 In consultation with Owner,  
45 Co-ordinate with  
46 and Owner

47 review and approve the  
~~48~~  
49 in conjunction with the Construction Manager  
48 B141, 1987 Edition, is modified

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

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

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

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

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

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

### ARTICLE 3 CONSTRUCTION COST

3.1 Construction Cost shall be the total of the final Contract Sums of all of the separate Contracts, actual Reimbursable Costs relating to the Construction Phase as defined in Article 6, and the Construction Manager's compensation. 50

~~3.2 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, right-of-way or other costs which are the responsibility of the Owner as provided in Paragraphs 2.1 through 2.7, inclusive.~~

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

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

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

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

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

### ARTICLE 4 CONSTRUCTION SUPPORT ACTIVITIES

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

### ARTICLE 5 DIRECT PERSONNEL EXPENSE

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

### ARTICLE 6 REIMBURSABLE COSTS

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



~~7.3 Trade discounts, rebates and refunds, and returns from sale of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make ~~arrangements to that they may be secured.~~~~

## ARTICLE 7

### PAYMENTS TO THE CONSTRUCTION MANAGER

#### 7.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

~~7.1.1 An initial payment as set forth in Paragraph 15.1 is the minimum payment under this Agreement.~~

7.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of Services, on the basis set forth in Article 15. 51

~~7.1.3 If and to the extent that the time initially established for the Construction Phase of the Project is exceeded or extended through no fault of the Construction Manager, compensation for Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 15.3 for Additional Services.~~

~~7.1.4 When compensation is based on a percentage of the total of the Contract Sums of all the separate Contracts, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Paragraph 15.2-b, based on (1) the lowest figures from bona fide Bids or negotiated proposals, or (2) if no such Bids or proposals are received, the most recent estimate of the total of the Contract Sums of all the separate Contracts for such portions of the Project.~~

#### 7.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE COSTS

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

#### 7.3 PAYMENTS WITHHELD

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

#### 7.4 PROJECT SUSPENSION OR ABANDONMENT

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

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

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

## ARTICLE 8

### CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

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

## ARTICLE 9

### ARBITRATION

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

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

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

## ARTICLE 10

### TERMINATION OF AGREEMENT

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

51 the Addendum.

52 the Addendum

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

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

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

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

#### ARTICLE 11

##### MISCELLANEOUS PROVISIONS

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

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

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

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

#### ARTICLE 12

##### SUCCESSORS AND ASSIGNS

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

#### ARTICLE 13

##### EXTENT OF AGREEMENT

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

13.2 Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager and the Architect or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the Owner or the Construction Manager which does not otherwise exist without regard to this Agreement.

#### ARTICLE 14

##### INSURANCE

53

14.1 The Construction Manager shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or of any person; from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of this Agreement and caused by negligent acts for which the Construction Manager is legally liable.

**ARTICLE 15**  
**BASIS OF COMPENSATION 54**

~~The Owner shall compensate the Construction Manager for the Scope of Services provided in accordance with Article 7. Payments to the Construction Manager, and the other Terms and Conditions of this Agreement, as follows:~~

15.1 AN INITIAL PAYMENT of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ) shall be made upon execution of this Agreement and credited to the Owner's account as follows:

15.2 BASIC COMPENSATION

15.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 and 1.2, and any other services included in Article 16 as part of Basic Services, Basic Compensation shall be computed as follows:

For Preconstruction Phase Services, compensation shall be:  
*(Here insert basis of compensation, including fixed amounts, multiples or percentages.)*

For Construction Phase Services, compensation shall be:  
*(Here insert basis of compensation, including fixed amounts, multiples or percentages.)*

15.3 COMPENSATION FOR ADDITIONAL SERVICES

15.3.1 FOR ADDITIONAL SERVICES OF THE CONSTRUCTION MANAGER, as described in Paragraph 1.3, and any other services included in Article 16 as Additional Services, compensation shall be computed as follows:  
*(Here insert basis of compensation, including fixed amounts, multiples or percentages.)*

15.4 FOR REIMBURSABLE COSTS, as described in Article 6 and Article 16, the actual costs incurred by the Construction Manager in the interest of the Project.

15.5 Payments due the Construction Manager and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Construction Manager.  
*(Here insert any rate of interest agreed upon.)*

*(Usury laws and regulations under the Federal Truth in Lending Act, similar state and local consumer credit laws, and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to detection, modification or other requirements such as written disclosures or waivers.)*

15.6 The Owner and the Construction Manager agree in accordance with the Terms and Conditions of this Agreement that:

15.6.1 IF THE SCOPE of the Project or the Construction Manager's Services is changed materially, the amounts of compensation shall be equitably adjusted.

15.6.2 IF THE SERVICES covered by this Agreement have not been completed within ( \_\_\_\_\_ ) months of the date hereof, through no fault of the Construction Manager, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

**ARTICLE 16  
OTHER CONDITIONS OR SERVICES**

*(List Reimbursable Costs and costs not to be reimbursed.)*

This Agreement entered into as of the day and year first written above.

OWNER

CONSTRUCTION MANAGER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDENDUM TO CONSTRUCTION  
MANAGEMENT AGREEMENT**

This Addendum is attached to and forms a part of that certain Standard Form of Agreement Between Design-Builder and Construction Manager dated June 30, 1992 (the "Agreement"), by and between Union Station Gateway Inc., a California non-profit public benefit corporation, as Design/Builder ("USG") and Catellus Development Corporation, a Delaware corporation, as Construction Manager. In the event of any inconsistencies between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall govern and prevail. Capitalized terms used and not otherwise defined in this Addendum are used as defined in the Agreement, and capitalized terms used and not otherwise defined in inserts to the Agreement are used as defined in this Addendum.

A-1. USG and Construction Manager hereby acknowledge and agree that: (A) USG is not the fee owner of the Project, but is the Design/Builder under that certain Design and Construction Agreement (the "Design and Construction Agreement") between USG and the Southern California Rapid Transit District, a California public corporation (the "SCRTD"), as Owner, with respect to the Project, and as such is responsible for the overall development of the Project, and has the necessary authority from the SCRTD to enter into this Agreement; and (B) all references in the Agreement to "Contractor" or "Contractors" shall be deemed to be references to the General Contractor ("GC") and all other contractors and consultants in privity with USG.

A-2. USG contemplates that it shall enter into separate agreements directly with independent consultants to provide services with respect to, without limitation, independent cost estimating (the "Cost Estimator"), scheduling (the "Scheduling Consultant"), quality control including special material control and testing (the "Quality Control Consultant"), administration of contract compliance including with respect to DBE requirements ("Contract Compliance Consultant"), safety (the "Safety Consultant"), configuration review (the "Configuration Consultant"), environmental review (the "Environmental Consultant"), market assessment (the "Market Consultant"), relocation consultant (the "Relocation Consultant"), multimedia and presentation services (the "Corporate Communications Consultant"), and project control (the "Project Control Consultant"). USG may select one or more consultants to provide any combination of the above services. Accordingly, USG shall look solely to the Contractors for the due and correct performance of their respective obligations pertaining to the quality, cost, and timely completion of the Project, and USG hereby releases and exonerates Construction Manager from all claims relating to the improper or insufficient performance by any third party (including USG)

including claims pertaining to quality of the Project, its cost and/or its date of completion to the extent not forming part of Construction Manager's obligations hereunder, and shall look solely to such third parties for satisfactory assurances of performance and for such performance.

A-3. In addition to the Basic Services referred to in Paragraphs 1.1 and 1.2 of the Agreement, Construction Manager shall do the following as part of the Basic Services:

A-3.1 Assist USG or its Project Control Consultant in coordinating the activities and performance of consultants who provide oversight, configuration, and other special services to USG, including, without limitation, the Cost Estimator, the Scheduling Consultant, the Quality Control Consultant, the Contract Compliance Consultant, the Safety Consultant, the Configuration Consultant, the Environmental Consultant, the Market Consultant, the Relocation Consultant, and the Corporate Communications Consultant.

A-3.2 Manage the activities and performance of any consultants to USG who provide architectural services, engineering services (including geotechnical and soils), or other services relating directly to design and construction of the Project.

A-3.3 Assist USG or its Project Control Consultant in performing any contract procurement for USG required on behalf of the Project, in conformance with USG's requirements and in USG's interest, including the preparation of requests for proposals and/or bids, solicitation and advertising, receipt and review of proposals/bids, establishment of objective criteria for selection, evaluation of proposals/bids in consultation with USG, presentation of recommendations for selection, developing contract strategy and negotiation, and preparation of contracts with the review and approval of USG.

Construction Manager shall have primary responsibility for contract procurement on behalf of USG relating to the hiring of the Contractors and of consultants who provide architectural services, engineering services (including geotechnical and soils), and other services relating directly to design and construction of the Project. USG or its Project Control Consultant shall coordinate any such procurement in accordance with the procedures described in the preceding Paragraph.

A-3.4 In consultation with USG, work with the architects to identify for inclusion in the architects' contracts any additional consulting services required for the design of the Project.

A-3.5 Cause a qualified engineer to prepare a legal description and an ALTA survey of the site.

A-3.6 In performing its services under Paragraph 1.1.4 of the Agreement, assist USG or its Project Control Consultant in causing the Cost Estimator to develop a Total Project Cost Control System including monthly cost reports, with major deviations from any previous report to be annotated in the current report with explanations for any such deviations. The Total Project Cost Control System is contemplated to include updated cash flow projections of anticipated monthly expenses through completion of the Project and, in general, the scope of services to be provided by the Cost Estimator should be to provide independent construction cost estimates and "value engineering services" at the completion of each of the following phases: the program phase; the schematic phase; the design development phase; the Construction Documents phase; and the construction phase. Such estimates are contemplated to utilize the Construction Specifications Institute's format. Construction Manager shall assist USG or its Project Control Consultant in causing the Cost Estimator to prepare such estimates consistent with the requirements of Section 5.5 of the Development Agreement.

A-3.7 Endeavor to cause the Contractor to train maintenance personnel designated by USG.

A-3.8 Assist USG or its Project Control Consultant in causing the Scheduling Consultant to develop a Total Project Schedule Control System divided into design, construction, and move-in stages for each of the major Project elements, defining the responsibilities of all Contractors and treating the phases of the work and the responsibilities of the participants separately for each major component. The Total Project Schedule Control System is contemplated to include a detailed time-scale logic diagram depicting duration and responsibilities for all activities for the Project prior to execution of any agreement pertaining thereto, and a summary diagram showing major milestones from said logic diagram.

A-3.9 Construction Manager shall notify USG at least six (6) months in advance in writing when the SCRTD headquarters building is anticipated to be ready for occupancy.

A-4. Construction Manager shall provide sufficient and qualified staffing to adequately perform its obligations set forth herein, which shall initially include the following: Construction Manager shall hire individuals for the following full time positions: a Senior Project Manager (presently being Mr. Rob Vogel); an Assistant Project Manager for general coordination and for procuring furniture, fixtures, and equipment and tenant improvement requirements; a Project Accountant (presently being Mr. Tamer Toprakci); a Project

Engineer; and a Secretary. In addition, up to 50% of the time of the Vice President, Development (presently being Mr. Ted Tanner) shall be dedicated to the Project. Construction Manager shall notify USG promptly after hiring any such individuals (or their replacements) and shall submit to USG a copy of such individuals' resumes. USG shall pay for the services of such individuals as set forth in Section A-5.2.

A-5. In consideration of its services set forth or referred to in Paragraphs 1.1 and 1.2, but not 1.3, of the Agreement, and Paragraph A-3 above, USG shall pay to Construction Manager the following fees and other amounts:

A-5.1 A fee (the "Fee") shall be paid to Construction Manager in respect of all services provided in connection herewith equal to the sum of (i) Three Million Seven Hundred Sixty Six Thousand Dollars (\$3,766,000.00) (the "Basic Fee") and (ii) the Performance Fee (hereinafter defined).

A-5.1.1 The Basic Fee, less a five percent (5%) holdback (the "Holdback Amount") applied thereto and to the amounts paid to Construction Manager under Paragraph A-5.2 below, shall be paid pursuant to Paragraph 7.1 of this Agreement in monthly installments in arrears based upon the aggregate of (i) four and one-half percent (4.5%) of the "soft costs" portion of the Actual Costs and Expenses (as hereinafter defined); and (ii) one and one-half percent (1.5%) of the "hard costs" portion of the Actual Costs and Expenses, adjusted semi-annually in accordance with reconciliations prepared by USG and Construction Manager, based upon the percentage of the Project theretofore completed. USG shall pay the Holdback Amount to Construction Manager at the conclusion of each contract phase.

A-5.1.2 The Basic Fee shall be subject to adjustment from time to time (in each case a "Basic Fee Adjustment") if, as, and when the aggregate Actual Costs and Expenses increase and/or decrease from the amount shown in Exhibit C-2 attached to the Development Agreement, but disregarding any increases or decreases which in the aggregate are less than Nine Million Dollars (\$9,000,000.00). Specifically, changes in the Basic Fee (whether increases or decreases) shall be computed at one and one-half percent (1.5%) of the aggregate increase or decrease in Actual Costs and Expenses (as hereinafter defined) in excess of \$9,000,000. Thus, by way of example, in the event that Actual Costs and Expenses increase by \$15,000,000, the \$6,000,000 portion of such increase in excess of \$9,000,000 will cause the Basic Fee to increase by one and one-half percent (1.5%) of \$6,000,000 (subject to Paragraph A-5.1.3). As used in this Addendum, the term "Actual Costs and Expenses" means all soft and hard costs of the Project required to be paid by USG to all third parties under all contracts entered into in connection with the Project. Actual Costs and Expenses shall, accordingly, include



any additional amounts that USG may agree to pay by way of Change Order or other contractual undertaking, or as a result of arbitration, but shall not include amounts such as cost overruns or other costs which by stipulation, agreement, or third-party ruling are agreed or are held not to be the responsibility of USG. In addition, no increases in the Basic Fee shall be due to Construction Manager relating to increases in the Actual Costs and Expenses caused by any default by Construction Manager in the performance of its obligations under this Agreement.

A-5.1.3 Notwithstanding the foregoing, in the event that (1) any increase(s) or decrease(s) in Actual Costs and Expenses would result in a Basic Fee Adjustment in accordance with Paragraph A-5.1.2, (2) the circumstances surrounding such increase(s) or decrease(s) are such that the resulting increase or decrease, as applicable, in the Basic Fee would be substantially disproportionate to the corresponding increase or decrease, if any, in the services to be performed (and/or costs to be incurred) by Construction Manager in performing its duties under this Agreement, and (3) the result of the foregoing is that the Basic Fee Adjustment dictated by the terms of Paragraph A-5.1.2 would cause Construction Manager to be substantially and inequitably under-compensated, in Construction Manager's reasonable judgment, or would cause Construction Manager to be substantially and inequitably over-compensated, in USG's reasonable judgment, then in such event the Basic Fee shall not be adjusted in accordance with Paragraph A-5.1.2 but shall instead be adjusted (or not adjusted) as USG and Construction Manager shall reasonably agree.

A-5.1.4 In addition, in the event that (1) any changes to the Project from time to time which do not result in aggregate increases or decreases in Actual Costs and Expenses of Nine Million Dollars (\$9,000,000) or more (and which accordingly do not result in an adjustment to the Basic Fee pursuant to either Paragraph A-5.1.2 or Paragraph A-5.1.3) are nonetheless of such a nature that there is a substantial resulting increase or decrease in the services to be performed (and/or costs to be incurred) by Construction Manager in performing its duties under this Agreement, and (2) the result of the foregoing is that the failure to appropriately adjust the Basic Fee will cause Construction Manager to be substantially and inequitably under-compensated, in Construction Manager's reasonable judgment, or will cause Construction Manager to be substantially and inequitably over-compensated, in USG's reasonable judgment, then in such event the Basic Fee shall be adjusted as USG and Construction Manager shall reasonably agree.

A-5.1.5 In addition to the Basic Fee, USG shall pay to Construction Manager a Performance Fee, being

equal to fifty percent (50%) of the amount, if any, by which (i) the Estimated Project Hard Costs exceed (ii) the Net Project Actual Hard Costs. As used herein, "Estimated Project Hard Costs" means the amount estimated by USG as the aggregate "hard costs" for the Project, based upon estimates submitted to it by the Cost Estimator and the GC upon the completion of approximately seventy percent (70%) of the Construction Documents; and "Net Actual Project Hard Costs" means the "hard costs" portion of the Actual Costs and Expenses. The Performance Fee shall be paid to Construction Manager concurrently with the due date for payment to it of the Holdback Amount.

A-5.2 In addition to the Fee, USG shall pay Construction Manager for the services of the personnel of Construction Manager listed on the attached Exhibit "A" (the "Personnel Fees") based upon the hourly rates for such personnel (the "Hourly Rates") set forth on such Exhibit (subject to adjustment as described below). In addition to the Personnel Fees, USG shall pay travel and promotional expenses related directly to the Project and reasonably approved by USG. Compensation for full-time personnel shall be based upon a maximum of forty (40) hours per week, and compensation for part-time personnel shall be based upon a maximum of twenty (20) hours per week. Hours per week for part-time personnel may vary, but shall average no more than twenty (20) hours per week on an annual basis. Construction Manager will be paid, with respect to such Personnel Fees and travel and promotional expenses, up to an aggregate amount equal to a fixed amount calculated from time to time as being the sum of (i) six percent (6%) of the "soft costs" portion of the Actual Costs and Expenses, and (ii) one and one-half percent (1-1/2%) of the "hard costs" portion of the Actual Costs and Expenses for the Project. To the extent that such Personnel Fees and travel and promotional expenses exceed, in the aggregate, six percent (6%) of the "soft costs" portion of the Actual Costs and Expenses and one and one-half percent (1-1/2%) of the "hard costs" portion of the Actual Costs and Expenses, then USG shall reimburse Construction Manager only for such additional Personnel Fees and/or travel and promotional expenses as it concludes in its reasonable discretion to have been reasonably incurred.

A-5.2.1 Construction Manager shall deliver to USG, on or before the 15th day of each calendar month, a report showing the Personnel Fees incurred for the previous calendar month, in reasonable detail.

A-5.2.2 The Hourly Rates shall be adjusted, effective as of June 30 of each calendar year beginning with June 30, 1993, with reference to the Consumer Price Index (All Items) for All Urban Consumers for Los Angeles-Anaheim-Riverside, California (1982-84=100), published

by the United States Department of Labor, Bureau of Labor Statistics (the "Index"). If the Index published most immediately preceding the effective adjustment date (the "Adjustment Index") is greater than the Index published most immediately preceding June 30, 1992 (the "Beginning Index"), each of the Hourly Rates shall be reset by multiplying the initial Hourly Rate set forth in Exhibit "A" by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. If the Index is changed so that the base year differs from that presently in effect, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the Index had not been discontinued or revised.

A-5.3 As used in this Addendum, "soft costs" shall include, without limitation, entitlement fees and costs, design and professional fees and charges, furniture, fixtures and equipment, and equipment costs and charges; and "hard costs" shall include, without limitation, building construction and landscaping, whether on-site or off-site. Neither "hard costs" nor "soft costs" shall include land cost, interest charges, financing fees, contingencies and reserves, any amounts paid to Construction Manager under Paragraphs A-5.1 or A-5.2, leasing commissions, real estate taxes, or promotional expenses.

A-6. Article 9 of the Agreement (Arbitration) is hereby modified in the following respects:

A-6.1 Paragraph 9.1: Delete the second and third sentences of Paragraph 9.1 of the Agreement and add the following at the end of Paragraph 9.1:

However, before either party to this Agreement may commence arbitration hereunder, the presidents and/or chief executive officers of the parties shall meet to review and attempt in good faith to resolve the controversy or claim. Such meeting shall take place no later than 30 days after delivery of claimant's written demand which must be accomplished no later than 30 days after claimant becomes aware of the existence of the facts allegedly supporting its claim.

A-6.2 Paragraph 9.2: Revise Paragraph 9.2 of the Agreement by deleting the first two sentences and inserting the following:

Arbitration may be commenced upon written demand of either party no earlier than 15 days after a meeting of the parties' presidents and/or chief executive officers or 45 days after

delivery of request for such a meeting if no such meeting takes place. This agreement to arbitrate and other agreements to arbitrate with an additional person or entity shall be specifically enforceable under applicable laws, in any court in Los Angeles County, California having jurisdiction thereof.

A-6.3 Paragraph 9.3: Delete Paragraph 9.3 of the Agreement and insert the following:

9.3 Claims between USG and Construction Manager not resolved under Paragraph 9.1 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time of the arbitration, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with any other party to the Agreement between USG and Construction Manager and with the American Arbitration Association in Los Angeles, California.

9.3.1 In connection with the arbitration proceedings, the parties shall have the right to conduct discovery to the full extent allowed under the California Code of Civil Procedure for civil actions filed in superior court. The provisions of California Code of Civil Procedure section 1283.05 (except subdivision (e) thereof) are expressly incorporated into and made a part of this arbitration agreement.

9.3.2 The arbitrator(s) shall be bound to follow California law, and the arbitration award shall be supported by law and substantial evidence. Notwithstanding that an award may be rendered which is not supported by law or by substantial evidence, the award shall be final and binding on the parties, and there shall be no appeal therefrom except as specifically provided under California law. The award shall be subject to confirmation, correction, or vacation as provided in California Code of Civil Procedure section 1285, et seq.

9.3.3 In connection with any arbitration arising out of or relating to the Contract Documents, upon motion or petition of USG or Construction Manager, the arbitrator(s) or court shall order consolidation of separate arbitration proceedings when:

(1) USG or Construction Manager is a party to a separate arbitration agreement or proceeding with a third party; and

(2) The disputes arise from the same transactions or series of related transactions.

The intent of the parties is to provide for the consolidation of arbitration proceedings or other dispute

resolution proceedings to the maximum extent permitted by law (including California Code of Civil Procedure section 1281.3), and to avoid a multiplicity of separate proceedings in arbitration, court, or both.

9.4 Construction Manager shall incorporate into each subcontract entered into with any of its subcontractors provisions which (a) require that any controversy or claim arising out of or related to the subcontract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and (b) are identical or substantially identical to the provisions of this Agreement pertaining to arbitration of disputes.

A-7. Article 10 of the Agreement (Termination of Agreement) is hereby modified by deleting Paragraph 10.2 and substituting the following:

10.2 USG may terminate this Agreement in whole or in part, ~~upon not less than five day's written notice to Construction Manager~~, upon not less than five day's written notice to Construction Manager, in the event that the Design and Construction Agreement is terminated in whole or in part, as applicable, by the SCRTD. Such termination shall be effected by delivery to Construction Manager of a notice of termination specifying the effective date of the termination and the extent of the work to be terminated. Construction Manager shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by USG. Under no circumstances will Construction Manager be entitled to anticipatory or unearned profits or consequential damages as a result of a termination or partial termination under this paragraph. Construction Manager shall insert in all subcontracts with consultants that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors of any tier to insert the same condition in any lower tier subcontracts.

A-8. Without limiting the generality of any other provision of this Agreement or impairing the effect of any earlier dates set forth in any Project Schedule(s) in effect from time to time, USG and Construction Manager each agree to use reasonable efforts (and cooperate with each other as reasonably necessary) to ensure that the commencement of excavation with respect to the Project occurs no later than January 31, 1993, and that the Project is substantially completed (and that the SCRTD headquarters building is ready for occupancy) no later than April 30, 1995.

IN WITNESS WHEREOF, this Construction Management Agreement is executed as of the date first above written.

UNION STATION GATEWAY INC.,  
a California non-profit  
public benefit corporation

By


  
\_\_\_\_\_  
Jean Bollinger  
President

Approved as to form:


  
\_\_\_\_\_  
Jeffrey J. Lyon  
General Counsel

CATELLUS DEVELOPMENT  
CORPORATION, a Delaware  
corporation

By

  
\_\_\_\_\_  
Ted Tanner  
Vice President,  
Development

Approved as to form:

  
\_\_\_\_\_  
Eileen M. Malley  
General Attorney

CATELLUS CONSTRUCTION MANAGEMENT STAFF  
 PROJECTED REIMBURSEMENT BUDGET  
 DEVELOPMENT AGREEMENT - EXHIBIT C-2 (Line II-G)

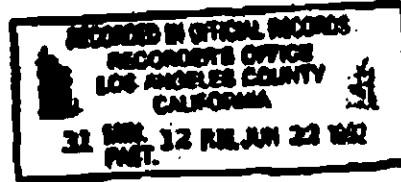
	1992 BUDGET		1993 BUDGET		1994 BUDGET		1995 BUDGET		TOTALS
	Hourly Rate *	Annual Costs	Hourly Rate *	Annual Costs	Hourly Rate *	Annual Costs	Hourly Rate *	Annual Costs	
STAFF BUDGET:									
V.P. of Development (@ 50%) and Senior Project Manager (@ 100%)	180	661,600	155	608,400	215	670,800	235	244,400	2,085,200
Project Engineer	130	135,200	140	291,200	155	322,400	170	117,867	866,667
Assistant Project Manager	105	218,400	115	239,200	125	260,000	140	97,067	914,667
Project Accountant	75	156,000	83	172,640	90	187,200	100	67,927	583,767
Project Secretary	40	93,200	45	93,600	50	104,000	55	36,133	318,933
Contingency	Varies	156,000	Varies	172,640	Varies	187,200	Varies	67,927	683,767
		1,310,400		1,577,680		1,731,600		633,320	5,253,000
<b>TOTAL C.M. STAFF REIMB. BUDGET</b>		<u>1,310,400</u>		<u>1,577,680</u>		<u>1,731,600</u>		<u>633,320</u>	<u>5,253,000</u>

\* Incorporated into the Billing Rates are the Direct Personnel Expense Factor (DPE), Facilities charges, FF&E charges, Direct and Allocated Office expenses. Travel and promotional expenses will be billed in addition to the hourly rates. Hourly rates are calculated based on annual full time employment of each individual.

92 113620

Recorded at the request of  
and mailed to:

Catellus Development Corporation  
800 North Alameda Street  
Suite 100  
Los Angeles, California 90012  
Attn: Ted Tanner



\_\_\_\_\_ space above this line for Recorder's Use \_\_\_\_\_

COVENANT AND AGREEMENT  
REGARDING PLOT PLAN

FEE \$20 B  
6

The undersigned hereby certified that (I am) (we are) the  
owner(s) of the hereinafter legally described real property  
located in the City of Los Angeles, State of California,  
described as follows.

See attached Exhibit A  
501 Village Street, Los Angeles, California

The undersigned hereby covenant and agree to and with said City  
of Los Angeles to submit four copies of a plot plan over the  
above described property, to the Fire Department, Hydrant Unit,  
for review and approval, prior to the issuance of building  
permits. This covenant and agreement shall run with the land and  
shall be binding upon ourselves, any future owners, encumbrances,  
their successors, heirs or assignees and shall continue in  
effect, unless otherwise released by authority of the Fire  
Department of the City of Los Angeles.

Dated this 22<sup>ND</sup> day of JUNE, 1992

Name of Owner: CATELLUS DEVELOPMENT CORPORATION

By: Ted Tanner VICE PRESIDENT

By: TED TANNER

FOR DEPARTMENT USE ONLY

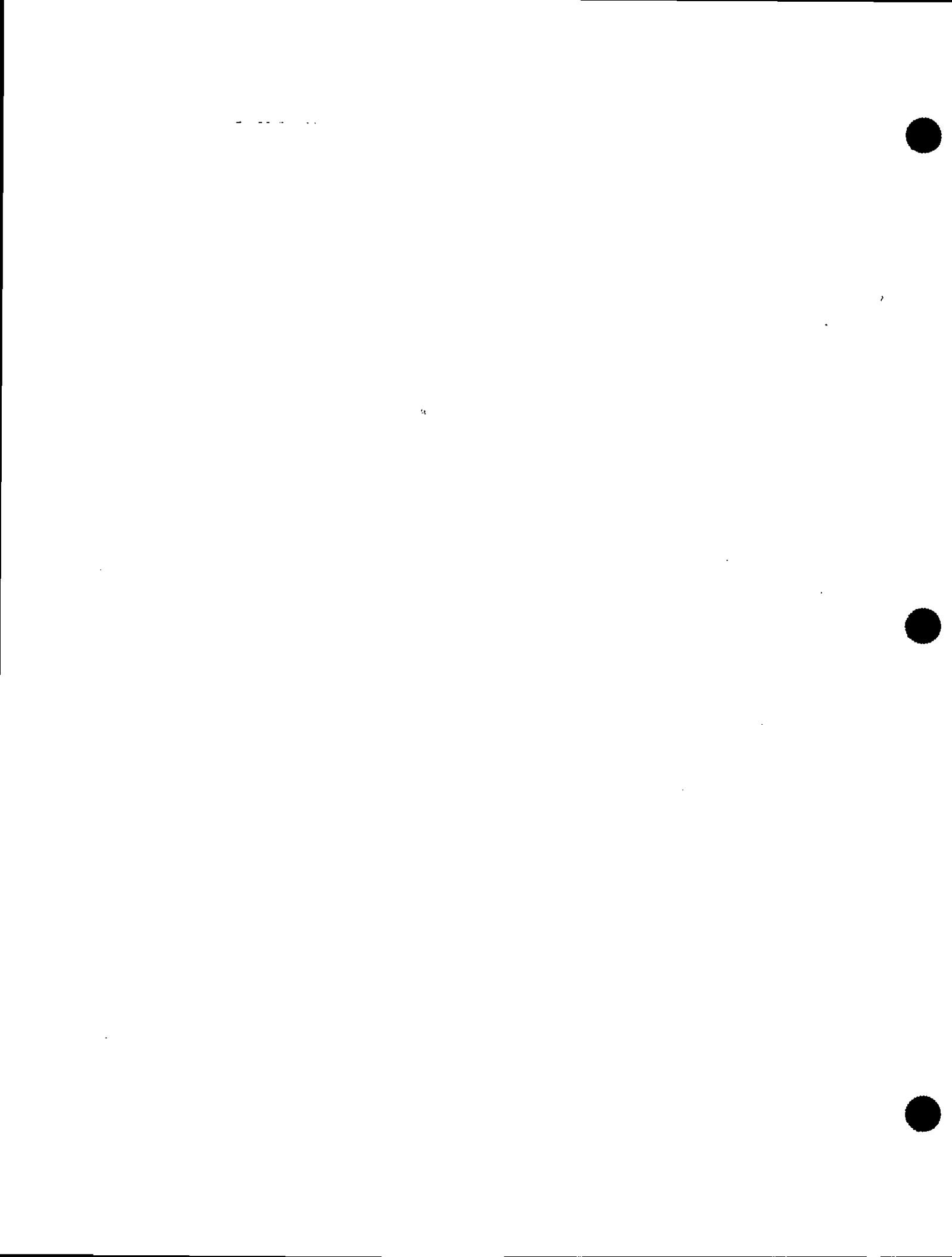
Traffic No. \_\_\_\_\_  
Parcel Map No. \_\_\_\_\_  
District Map \_\_\_\_\_  
Condition No. \_\_\_\_\_

Approved for recording  
Fire Department, City of Los  
Angeles  
By: Donald Amisworth 6/22/92

Attach appropriate individual, partnership or corporation Notary  
Public acknowledgment here.

JUN 22 1992





**CITY OF LOS ANGELES  
INTER-DEPARTMENTAL CORRESPONDENCE**

June 22, 1992

**TO:** Mr. Robert S. Horii, City Engineer  
Bureau of Engineering  
City Hall, Room 800

Attention: Mr. LaGronie Wyatt

**FROM:** Fire Department

**SUBJECT:** STREET VACATION NO. 01719

Subject property has been investigated by members of the Fire Department.

**RECOMMENDATION:**

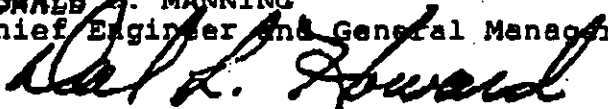
A Covenant and Agreement regarding plot plans has been recorded with the County Recorder. You may clear the plot plan conditions.

Condition #11 for the above-referenced Street Vacation Request states:

"That development plans be submitted to the Fire Department for approval and arrangements be made for any necessary relocation of fire hydrants."

This condition has been complied with to the satisfaction of the Fire Department, with the assurance of the property owner that prior to the issuance of any building permit or permits for new construction or remodel on any of Parcels A, B, C or D of Parcel Map Exemption 3827, the property owner requesting such permit will assure proper access roads, an adequate water distribution system, adequate fire and life safety system and will meet fire hydrants requirements, for the applicable parcel or parcels and adjacent parcels. all to the satisfaction of the Los Angeles Fire Department.

**DONALD A. MANNING**  
Chief Engineer and General Manager



Dal L. Howard, Assistant Fire Marshal  
Bureau of Fire Prevention

DLH:ASM:vg

**EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT**

by and between

**THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT**

and

**CATELLUS DEVELOPMENT CORPORATION,**

Dated as of February 11, 1991

EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

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SCHEDULE OF EXHIBITS

		<u>Definition or Par. Ref.</u>
Exhibit A	Site Plan A (following lot line adjustment and acquisition of Phase I Site by Catellus and Phase II Site by RTD)	Additional Land; Facility Site; Metro Plaza Site; Phase I Site; Phase II Site
Exhibit A-1	Site Plan B (showing current ownership of Site and intended lot-line adjustment)	6.1(a)
Exhibit A-2	Tentative Plan of Public Transit Easements and Table 2-2 of the "Final Environmental Impact Statement for the Los Angeles Rail Rapid Transit Project, Metro Rail, U.S. Dept. of Transportation, UMTA and SCRTD," dated December, 1983 (incorporated herein by reference).	Public Transit Easements
Exhibit B	Negotiation Schedule	2.2, 2.3
Exhibit C	Memorandum of Understanding	Memorandum of Understanding
Exhibit D	List of Documents including RTD Headquarters Request for Proposal dated February 26, 1990, the RTD Needs Assessment and Update dated August, 1989 and the documents comprising the Gateway Center Proposal and RTD Responses (each on file at RTD and incorporated herein by reference)	Gateway Center Proposal
Exhibit E	Work Plans	Work Plans
Exhibit F-1	Catellus Title Report	6.1(a)
Exhibit F-2	Encumbrances to Catellus-Owned Property	6.1(a)
Exhibit G-1	Permitted Contracts of Catellus	2.1(b)(i), 6.1(b)



Exhibit G-2	Permitted Contracts of RTD	2.1(b)(ii), 6.2(b), 6.2(c)
Exhibit H-1	Participation by Disadvantaged Minority and Women's Business Enterprises in Joint Development Projects	7.2
Exhibit H-2	DBE Opportunity Criteria List	7.2

EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

This AGREEMENT, dated as of February 11, 1991 (the "effective date") is by and between THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation ("RTD") and CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("Catellus"), who hereby agree as follows:

SECTION 1. DEFINITIONS

"Additional Land" shall mean that certain real property owned by Catellus immediately adjacent to the westerly boundary of the Site, tentatively identified on the map attached hereto as Exhibit A, which may, by agreement of the parties, be incorporated into the Metro Plaza Site, the Phase II Site and/or the Facility Site as provided in Section 3.2.1(b) of the Memorandum of Understanding.

"Appraiser" shall have the meaning ascribed to it in Section 4.6 of this Agreement.

"Capitalization Rate" shall mean the capitalization rate determined by appraisal (using the direct or comparative sales method) applied within one year prior to consummation of the applicable sale, transfer or exchange as the case may be.

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

"Catellus Phase I Interest" shall mean the interest of Catellus as described in Sections 2.3.3 and 2.3.5 of the Memorandum of Understanding.

"Catellus Remainder Interest" shall have the meaning ascribed to it in Section 2.4.2(b) of the Memorandum of Understanding.

"Closing" shall mean the date upon which the transfer of (a) fee title of the Phase I Site (including Public Transit Easements and Public Transit Improvements, if any) to RTD and of (b) fee title to the Phase II Site (except for Public Transit Easements and Public Transit Improvements to which RTD shall have title) to Catellus shall occur, following satisfaction or waiver of all conditions to such transfers of title set forth in the Development Agreement.

"Deemed Ground Rental Amount" shall mean the value in any given year of the base ground rental amount, being twelve percent (12%) times \$30 per rentable square foot actually built-out at the time of calculation (inflated forward from the

year of issuance of the Phase I certificate of occupancy at an annual rate of five percent (5%).

"Deposit" shall have the meaning ascribed to it in Section 5.1 of this Agreement.

"Development Agreement" shall mean that certain agreement to be negotiated between and executed by RTD and Catellus setting forth the terms and conditions for development of the Project on the Site.

"ERN" or "Agreement" shall mean this Exclusive Right to Negotiate Agreement executed by Catellus and RTD.

"Facility Site" shall mean that certain portion of the Phase I Site, so identified on Exhibit A hereto, consisting of approximately 2.5 acres of land, as the same may be expanded by street realignment or inclusion of Additional Land, to be used for development of certain of the Phase I Improvements.

"Gateway Center Proposal" shall mean that certain "Gateway Center at Union Station Joint Venture Proposal" dated March 23, 1990 submitted to RTD by Santa Fe Pacific Realty Corporation, and revisions thereto which were received prior to (and which served as a basis for) RTD's selection of the proposal, as more fully described on Exhibit D hereto.

"Leasing Risk" shall mean the obligation of the party bearing the leasing risk to pay with respect to such space (i) preferred land return at the Deemed Ground Rental Amount (to be paid from Net Operating Income and, if there is not sufficient income from the relevant space to permit payment of the preferred land return due with respect to such space, to be accrued at an interest rate to be agreed by the parties, and to be paid on a priority basis--i.e., before payment of any participation amount to the parties from future income or sale proceeds, including proceeds from exercise of the Liquidity Option), (ii) debt service, (iii) taxes, (iv) insurance and (v) other costs and operating expenses.

"Liquidity Option" shall have the meaning ascribed to it in Section 2.4.1 of the Memorandum of Understanding.

"Main Concourse" shall mean that certain pedestrian linkage over or around the train yard between the Site and the westerly side of Union Station to be constructed by Catellus, subject to a study concerning the timing and feasibility of marketing, financing and construction of the Main Concourse, more particularly described in Section 1.1.1(c) and Section 5.3 of the Memorandum of Understanding. The Union Station Master Plan shall not preclude the integration of this pedestrian linkage and ancillary retail usages.

"Market-Rate Space" shall mean a portion of the Phase I Improvements other than the RTD Space, to be constructed at RTD's option and, if constructed, to contain approximately 50,000 rentable square feet of space. Leasing Risk for the entire constructed Market-Rate Space shall be borne by RTD or Catellus, in RTD's sole discretion, which determination shall be made within the time period set forth in Section 2.3.3 of the Memorandum of Understanding.

"Memorandum of Understanding" shall mean that certain document containing the fundamental understanding of the parties concerning the terms to be contained in the Development Agreement or otherwise governing construction of the Project on the Site, attached as Exhibit C hereto.

"Metro Plaza" shall mean those certain Public Transit Improvements permitting public access from the Site to the Metro Rail, to be constructed on Public Transit Easements located on the Metro Plaza Site.

"Metro Plaza Site" shall mean that certain portion of the Phase I Site so identified on Exhibit A hereto, consisting of approximately 1.5 acres of land, as the same may be expanded by street realignment or inclusion of Additional Land, to be used for development of certain of the Public Transit Improvements including the Metro Plaza and associated parking.

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

"Net Operating Income" shall mean scheduled gross income for the year following the date of appraisal calculated at 100% occupancy (except as otherwise specifically provided herein) less loss due to vacancy and less operating expenses (including, but not limited to, real estate taxes, possessory interest taxes and insurance).

"Parties" shall mean RTD and Catellus collectively.

"Phase I" shall mean that phase of the Project, including land and improvements, to be developed by Catellus on a portion of the Phase I Site, more fully described in Section 1.1.1(a) and Section 1.1.2 of the Memorandum of Understanding.

"Phase I Improvements" shall mean RTD's administrative headquarters facility consisting of approximately 545,000 rentable square feet (including the Market-Rate Space)

and associated parking, together with any required public improvements and Public Transit Improvements consistent with Section 1.1.2 of the Memorandum of Understanding which shall be constructed concurrently on the Phase I Site.

"Phase I Public Transit Improvements" shall mean those Public Transit Improvements comprising part of the Phase I Improvements to be constructed concurrently with construction of the remainder of Phase I Improvements, and may include construction of temporary improvements on the Phase II Site.

"Phase I Site" shall mean that certain real property currently owned or to be acquired by Catellus consisting of approximately 4.0 acres of land adjacent to Union Station in the City of Los Angeles, more fully identified on the map attached as Exhibit A hereto, as the same may be expanded by street realignment or inclusion of Additional Land, upon which the Phase I construction shall take place.

"Phase II" shall mean that phase of the Project, including land and improvements, to be developed by Catellus on a portion of the Phase II Site, more fully described in Section 1.1.1(b) and Section 1.1.2 of the Memorandum of Understanding.

"Phase II Improvements" shall mean commercial, retail and office space, containing a minimum of 600,000 rentable square feet, and market rate parking on the Phase II Site together with any required public improvements (and Public Transit Improvements) consistent with Section 1.1.2 of the Memorandum of Understanding which shall be constructed concurrently on the Phase II Site.

"Phase II Public Transit Improvements" shall mean those Public Transit Improvements comprising part of the Phase II Improvements to be constructed concurrently with construction of the remainder of Phase II Improvements.

"Phase II Site" shall mean that certain real property currently owned or to be acquired by RTD consisting of approximately 2.5 acres of land adjacent to Union Station in the City of Los Angeles, more fully identified on the map attached as Exhibit A hereto, as the same may be expanded by street realignment or inclusion of Additional Land, upon which the Phase II construction shall take place.

"Project" shall mean Phase I, Phase II, the Main Concourse, the east portal of the Tunnel and the Public Transit Improvements.

"Public Transit Easements" shall mean those fee interests, possessory entitlements or easements in the Phase I Site (title to which shall vest in RTD) and the Phase II Site

(title to which shall remain in RTD) (tentatively identified on Exhibit A-2 hereto) and the rights of public access through the Tunnel (as hereinafter set forth) which shall be identified in and transferred pursuant to the Public Transit Provisions. Subject to meeting federal, state and local regulatory requirements for public funding, the location, form, design and implementation of the Public Transit Easements shall be determined by agreement of the parties and shall meet RTD standards. The Public Transit Easements shall include rights of use, ingress, egress, construction, operation, utility access, maintenance and repair of the Public Transit Improvements.

"Public Transit Improvements" shall mean those certain public transit improvements, including but not limited to the Metro Plaza, a bus terminal, a bus layover, a busway ramp, public parking, adjacent street realignments and the easterly portal of the Tunnel, together with additional public improvements required in connection therewith. Subject to meeting federal, state and local regulatory requirements and the Public Transit Provisions, RTD and Catellus shall cause the Public Transit Improvements to be constructed upon the Public Transit Easements, all at public cost and expense. Except for the Tunnel and non-RTD-owned property made available to the Site through street alignments, RTD shall own the Public Transit Improvements, including all public parking facilities located thereon, in their entirety. The Public Transit Improvements shall be located within the two phases as further provided in Section 1.1.2 of the Memorandum of Understanding.

"Public Transit Provisions" shall mean those terms and conditions either incorporated into the Development Agreement or set forth in a separate agreement to be entered into by and between Catellus and RTD governing (a) the acquisition by RTD of the rights, possessory entitlements and/or easements required for the Metro Rail, including but not limited to, the Public Transit Easements and Public Transit Improvements, and (b) to the extent reasonably feasible, the design and construction requirements of the Public Transit Improvements and the Metro Plaza as further provided in Section 3.2 of this Agreement.

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

"RTD Board" shall mean the Board of Directors of RTD.

"RTD Phase II Interest" shall mean the interest of RTD as described in Sections 2.3.4 and 2.3.6 of the Memorandum of Understanding.

"RTD Remainder Interest" shall have the meaning ascribed to it in Section 2.4.2(b) of the Memorandum of Understanding.

"RTD Space" shall mean a portion of the Phase I Improvements containing approximately 495,000 rentable square feet which shall be occupied by RTD and for which RTD shall assume Leasing Risk.

"Site" shall mean the Phase I Site and the Phase II Site collectively.

"Swap Option" shall have the meaning ascribed to it in Section 2.4.2 of the Memorandum of Understanding.

"Tunnel" shall mean an underground pedestrian causeway to connect the Phase I Improvements and Union Station. The Tunnel may be formed by renovation of the previously existing tunnel in the vicinity. Catellus (at no cost to Catellus) shall cause the portions of the east portal of the Tunnel within its control to be constructed on or before the issuance of a certificate of occupancy for the Phase I Improvements. The Development Agreement shall provide that RTD shall receive, as a condition precedent to Closing, a permanent, non-exclusive, insurable right of tenant and public access through the Tunnel. RTD shall not be required to purchase the aforesaid right from Catellus or from any other party having an interest therein. The costs to Catellus of maintaining, managing and operating the Tunnel are anticipated to be borne by tenants of the Project and various providers of public transportation, and shall be the subject of negotiation between those various parties. The particular costs which are properly allocatable and a method for determining the maximum portion of such costs which shall be allocatable to RTD shall be included in the Public Transit Provisions. RTD acknowledges that Amtrak currently has certain rights of access to and use of the Tunnel which are anticipated to continue.

"Valuation Information" shall have the meaning ascribed to it in Section 4.5 of this Agreement.

"Work Plans" shall mean those certain schematic design drawings, descriptive documents, preliminary plans and specifications as completed to date for development of the Site, substantially conforming to the plans contained in the Gateway Center Proposal, attached as Exhibit E hereto.

SECTION-2. NEGOTIATIONS

2.1 Good Faith Negotiations

(a) Intent of Agreement. During the periods set forth below, RTD and Catellus agree to negotiate diligently and in good faith with the intent to reach a Development Agreement and Public Transit Provisions governing location of the Public Transit Easements and development of:

(i) the Phase I Improvements, the Tunnel, the Main Concourse, and other public improvements on or adjacent to the Phase I Site;

(ii) the Phase II Improvements and other public improvements on or adjacent to the Phase II Site; and

(iii) the Public Transit Improvements (the location of which shall be determined by RTD and Catellus). Certain of these Public Transit Improvements shall be located on the Public Transit Easements.

(b) Exclusive Negotiations. For the time period set forth in Section 2.2 (except as that period may be extended or terminated as provided below):

(i) Catellus will withhold those portions of the Phase I Site and the Phase II Site owned by it from the market, and will not entertain any other offer to purchase, encumber, trade, ground lease or develop (except as set forth on Exhibit G-1 hereto) any portion of the Site without the express written consent of RTD; and RTD will not negotiate or enter into an agreement with any other person or entity regarding development of its administrative headquarters facility without the express written consent of Catellus;

(ii) RTD will withhold those portions of the Phase I Site and the Phase II Site owned by it from the market and will not entertain any other offer to purchase, encumber, trade, ground lease or develop (except as set forth on Exhibit G-2 hereto) any portion of the Site without



the express written consent of Catellus. The foregoing shall not prevent RTD from furnishing to anyone public records pertaining to the Phase I Improvements or ownership of the Phase II Site; and

(iii) RTD and Catellus may, only with the express written consent of the other party in each instance, engage in preliminary discussions and presentations with third parties governing the leasing of premises within the Phase I Improvements and the Phase II Improvements. RTD hereby approves current discussions by Catellus with the Los Angeles Police Department (Headquarters and Service Facility), the Metropolitan Water District (Headquarters Facility), the Los Angeles County Sheriff's Department (Headquarters Facility) and Commuter Computer Commuter Transportation Services (Headquarters Office) for such purposes, subject to the approval process described in Section 5.4 of the Memorandum of Understanding.

(c) Final Agreement. This Agreement is solely an Exclusive Right to Negotiate, and final accord between the parties may not be reached. Execution of this Agreement does not compel the execution of the Development Agreement and the Public Transit Provisions. Each party assumes the risk that, notwithstanding this Agreement and good faith negotiations, the parties may not enter into a Development Agreement and the Public Transit Provisions and all costs associated with negotiating this Agreement, the Development Agreement and the Public Transit Provisions shall be borne by each of the parties, except as otherwise provided herein.

By way of example only, neither party shall be obligated to further negotiate or to execute the Development Agreement if either reasonably determines that the Project is not financially feasible or that any necessary or desirable approvals required for the Project are unobtainable or will be so conditioned as to make such approvals impractical, including conditions relating to environmental mitigation measures identified in any required environmental review of the proposed Project.

(d) Definition of Good Faith. The obligation to negotiate in good faith includes the requirements that (i) the representations of the parties set forth in this Agreement be true as of the effective date hereof and that the parties inform each other in the event that facts stated in such representations become untrue, (ii) each party comply with requirements set forth in Sections 2.1(b), 4.1, 4.4, and 4.5 of this Agreement to the extent applicable to that party, and (iii) the parties communicate with respect to the provisions contained in this Agreement, the attached Exhibits and other matters relevant to the Development Agreement and Public Transit Provisions and in such communication follow reasonable negotiation procedures including diligent response to correspondence and requests for information and timely participation in meetings and telephone conversations, as requested by the other party.

## 2.2 Period of Negotiations

The parties will negotiate for a period of sixty (60) days from the effective date of this Agreement. If, on the sixtieth (60th) day following the effective date of this Agreement, the project manager of either RTD or Catellus is not prepared to submit the Development Agreement to its respective board of directors with a recommendation for approval, then this Agreement automatically shall terminate unless the sixty-day negotiation period is mutually extended by written agreement of RTD and Catellus. If a Development Agreement is negotiated and submitted with a recommendation for its approval by the project managers of Catellus and RTD to their respective boards of directors within the sixty-day period, then this Agreement will be extended for thirty (30) days from the date of such submittal to enable the RTD Board and the board of directors of Catellus to accept, reject or modify the Development Agreement, and if accepted to enable the execution of the Development Agreement by the parties. (See Section 8.3 of this Agreement and Exhibit B).

## 2.3 Negotiation Schedule

Time is of the essence with respect to the performance of the obligations contained in this Agreement. Therefore, to the extent reasonably practical, the negotiation schedules attached hereto as Exhibit B will be set and adhered to in order to complete negotiations within the sixty-day period specified in Section 2.2 of this Agreement.

## SECTION 3. TERMS OF AGREEMENT

### 3.1 Memorandum of Understanding

Notwithstanding that the terms of the Development Agreement are to be negotiated, Catellus and RTD have agreed to certain basic terms and certain objectives of the Project which shall constitute the framework of the exclusive negotiations. These objectives and existing agreed terms are set forth herein and in the Memorandum of Understanding. Unless the parties otherwise agree, the terms of the Development Agreement and the Public Transit Provisions shall substantially conform to the terms set forth herein and in the Memorandum of Understanding. Upon execution of the Development Agreement and the Public Transit Provisions by both parties, the terms of the Development Agreement and the Public Transit Provisions shall supersede the terms of this Agreement and the Memorandum of Understanding.

### 3.2 Public Transit Provisions

RTD and Catellus agree to complete and execute the Public Transit Provisions as part of the Development Agreement or as a separate agreement which shall be executed concurrently with the Development Agreement, except that RTD shall only execute the Development Agreement if Public Transit Provisions consistent with its requirements are concurrently approved and executed by both parties in accordance with the procedures set forth in Sections 2.2 and 2.3 of this Agreement. Catellus understands that time is of the essence in implementing the design and construction of the Phase I Public Transit Improvements and the acquisition of Public Transit Easements to meet the public need with respect to revenue operation of the Metro Rail System. RTD shall provide Catellus with a schedule containing the required completion date or dates for the various elements of the Phase I Public Transit Improvements, and shall coordinate the design, financing and entitlement requirements therefor, so as to render such date(s) realistic and viable. Catellus acknowledges the importance to RTD of the timely completion of the Public Transit Improvements, and confirms that it shall, at cost or expense agreed to in advance (see Section 7 of the Memorandum of Understanding), co-operate with RTD in such ways as RTD may reasonably request so as to facilitate such timely completion. Catellus shall make a good faith effort to cause the Public Transit Improvements to be in place and operational by said date(s) and shall require its contractor or contractors to agree to undertake

substantial completion of such elements so as to meet said dates. (See Section 1.1.2 of the Memorandum of Understanding).

#### SECTION 4. RESPONSIBILITIES OF THE PARTIES

##### 4.1 Work Plans

(a) The Work Plans shall be subject to review, modification and approval by RTD during the period of negotiations. Following approval by RTD and Catellus, the Work Plans shall be attached to the Development Agreement as an exhibit.

(b) Any substantial change in the design of the Project or the Work Plans by Catellus during the negotiations shall be subject to written approval by RTD prior to execution of the Development Agreement.

##### 4.2 Financial Statement

The most recent, audited financial statement of Catellus prepared by a Certified Public Accountant and certified by an authorized executive officer of Catellus shall be submitted to RTD within 15 days of the effective date of this Agreement.

##### 4.3 Developer's Findings, Determinations, Studies and Reports

If the negotiations do not result in a Development Agreement then, upon termination of this Agreement, each party may retain copies of all studies and reports made and/or financed by the other party relating to the Project, the Public Transit Easements and the Public Transit Improvements; provided, however, that all such findings, determinations, studies and reports will be furnished without warranty of any kind.

##### 4.4 Project Managers/Initial Teams

(a) Upon execution of this Agreement, Catellus shall appoint a negotiating team and a project manager who shall act as liaison with RTD and who shall be vested with authority on behalf of Catellus to negotiate with RTD concerning terms of the Development Agreement and the Public Transit Provisions.

(b) Upon execution of this Agreement, RTD shall appoint a negotiating team and a project manager who shall act as liaison with Catellus and who shall be vested with authority on behalf of RTD to negotiate with Catellus concerning the terms of the Development Agreement and the Public Transit Provisions.

(c) Notwithstanding the foregoing, the terms of the Development Agreement and the Public Transit Provisions shall not be final and effective unless and until approved by the Board of Directors of Catellus and the RTD Board, and executed by both Catellus and RTD. (See Section 8.3 of this Agreement).

(d) The project managers appointed by RTD and Catellus shall regularly inform their respective boards of directors and task force committees regarding (i) the status of negotiations with respect to the Development Agreement and the Public Transit Provisions and (ii) any material terms of the Development Agreement and Public Transit Provisions agreed to by the RTD and Catellus negotiating teams. The project managers shall obtain any questions and comments in response to said information in a timely manner.

#### 4.5 Confidentiality

The parties anticipate that during the term of this Agreement, the parties will from time to time disclose and provide to each other certain proprietary reports, correspondence and other information related to, or containing evidence of, the value of the Site ("Valuation Information") and other non-public information. The Valuation Information is intended solely for purposes described herein and shall not be deemed to constitute an estimate by either party of the fair market value of the Site for any unrelated purposes including, without limitation, eminent domain proceedings in respect of the Site or any portion thereof.

No information which is not already public and which is generated during these negotiations shall be released publicly or to anyone outside the two parties (and their agents and consultants) without the prior written consent of the other. All press releases issued with respect to the Project shall be approved in advance by RTD and Catellus and jointly coordinated by the parties.

#### 4.6 Appraisal Methodology

Whenever an appraisal is required by this Agreement with respect to land and/or improvements in connection with the Project, the Development Agreement will specify the "value criteria" by which to determine appraised values for the portion of the Project to be evaluated (the "appraised property") and each party will independently initiate an appraisal of the appraised property (utilizing independent MAI appraisers with a minimum of five years of commercial real estate experience in Los Angeles County) at its own cost. These appraisals shall be completed within 90 days of initiation, unless such period is extended by mutual consent. If the two independently initiated appraisals differ by ten percent (10%) or less of the lower appraisal, then the two appraisals shall be averaged and such average shall conclusively be the value of the appraised property. However, if the two appraisals differ by more than ten percent (10%) of the lower appraisal, then the two appraisers previously chosen by the parties shall choose one appraiser (the "Appraiser") from a dated list of five appraisers approved by both RTD and Catellus and attached as an exhibit to the Development Agreement. This list shall be updated and approved by RTD and Catellus as appropriate in order that at least three of the listed appraisers shall be available to conduct an appraisal. The Appraiser, relying upon the two reports and/or conducting such independent investigations as he deems necessary, shall seek to reconcile the two appraisals and shall determine the appraised value of the property. The determination of the Appraiser regarding the appraised property shall conclusively be the value of the appraised property, provided that said value shall not exceed the higher appraisal nor be lower than the lower appraisal of the initial two appraisals. The cost of the Appraiser's appraisal shall be borne equally by the parties, unless otherwise mutually agreed. Any future appraisals shall follow the same methodology, except as otherwise mutually agreed to in advance by the parties in writing.

### SECTION 5. DEPOSIT AND TERMINATION

#### 5.1 Deposit

Catellus herewith submits to RTD as a deposit to ensure that good faith negotiations shall take place the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) (the "Deposit"). The Deposit may be in the form of cash, certified check, irrevocable letter of credit (issued by a

bank and in form and substance reasonably acceptable to RTD's counsel) or such other form of security as Catellus and RTD mutually agree. If paid in cash or check, the Deposit shall be paid into an interest-bearing joint bank account held by RTD and Catellus, with withdrawals requiring their joint signature. Interest on the Deposit, if any, shall follow principal in all cases.

The Deposit shall be paid to Catellus, if  
(a) the parties enter into a Development Agreement or  
(b) the parties do not enter into a Development Agreement for any reason other than failure of Catellus to negotiate in good faith.

### 5.2 Termination

Either party may, at its option, terminate this Agreement if it determines in good faith either that (a) the other party has failed to perform its duties or obligations under any provision of this Agreement, or (b) a deadlock has been reached as to one or more issues which, if not resolved to that party's satisfaction, will preclude it from recommending to its board of directors that it approve the Development Agreement or the Public Transit Provisions; provided that, prior to terminating this Agreement, the party initiating the termination shall provide notice to the other party of its intention to terminate, and shall provide the other party with a reasonable time (of not less than fifteen (15) days) after receipt of such notice to cure such failure or to make a counter-proposal to the deadlocked issue(s), as the case may be. Upon expiration of such cure period, if the other party has not cured such failure, or responded with a counter-proposal, as the case may be, the party initiating termination may terminate this Agreement.

### 5.3 LIQUIDATED DAMAGES

THE DEPOSIT IS MADE TO ENSURE THAT CATELLUS WILL NEGOTIATE IN GOOD FAITH WITH RTD. IF CATELLUS HAS NOT NEGOTIATED IN GOOD FAITH AND THIS AGREEMENT IS TERMINATED WITHOUT ENTERING INTO A DEVELOPMENT AGREEMENT, RTD SHALL RETAIN ALL OF THE DEPOSIT AND INTEREST TOGETHER WITH COPIES OF THE STUDIES AND REPORTS MADE OR FINANCED BY CATELLUS WITH RESPECT TO THE PHASE I IMPROVEMENTS, THE PUBLIC TRANSIT EASEMENTS AND THE PUBLIC TRANSIT IMPROVEMENTS (WITHOUT WARRANTY AS PROVIDED IN SECTION 4.3 OF THIS AGREEMENT) AS LIQUIDATED DAMAGES FOR CATELLUS' BREACH HEREUNDER. RTD AND CATELLUS AGREE THAT THE AMOUNT OF DAMAGES WHICH WOULD BE SUSTAINED BY RTD DUE TO SUCH TERMINATION IS IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX.

ACCORDINGLY, THE DEPOSIT SPECIFIED IN SECTION 5.1 OF THIS AGREEMENT IS CONSIDERED BY THE PARTIES TO REPRESENT REASONABLE LIQUIDATED DAMAGES AND CONSTITUTES RTD'S SOLE AND EXCLUSIVE REMEDY AGAINST CATELLUS FOR BREACH BY CATELLUS OF THE GOOD FAITH REQUIREMENT CONTAINED HEREIN. THE PARTIES AGREE THAT THE PRESENCE OF LIQUIDATED DAMAGES IN THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF RTD TO PURSUE ANY REMEDY IT MAY HAVE UNDER LAW AND INDEPENDENT OF THIS AGREEMENT RELATIVE TO ACTS OF WILLFUL MALFEASANCE PERFORMED BY CATELLUS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

---

RTD Initial Here

---

Catellus Initial Here

SECTION 6. REPRESENTATIONS AND COVENANTS

6.1 Catellus' Title Representations

Catellus represents that:

(a) a true copy of a title report covering the entire 52-acre Union Station site evidencing the extent of its ownership of the Phase I Site and the Phase II Site (approximately as shown on Exhibit A-1 hereto) is attached hereto as Exhibit F-1 (and for which Catellus can obtain an ALTA title insurance policy affirmatively insuring its ownership of said property) and that, to the best of its knowledge, there are no encumbrances upon the Site except as set forth in the above-referenced title report and on Exhibit F-2 hereto; and

(b) it has not entered and does not intend to enter, during the term of this Agreement, into any contracts or options to sell, encumber, trade, lease or develop and it will not create new CC&R's with respect to the Site or any portion thereof, except as set forth on Exhibit G-1 hereto.

6.2 RTD's Title Representations

RTD represents that:

(a) within sixty (60) days after execution of the Development Agreement it will obtain



control or demonstrate substantial progress in obtaining control of all portions of the Phase II Site that it does not currently own (with exception of that portion of the Phase II Site to be acquired by lot line adjustment as described in Section 3.3 of the Memorandum of Understanding) (the acquisition by RTD of a final order of immediate possession or a stipulation of immediate possession for which interest RTD can obtain an ALTA title insurance policy affirmatively insuring its right to possession of such property shall conclusively be deemed "control" for purposes of this Agreement);

(b) it has not entered and does not intend to enter, during the term of this Agreement, into any contracts or options to sell, encumber, trade, lease or develop the Site or any portion thereof, except as set forth on Exhibit G-2 hereto; and

(c) in acquiring any portion of the Phase II Site, it will not create new CC&R's with respect to such property without advising Catellus of the contents of such CC&R's except as set forth on Exhibit G-2 hereto.

## SECTION 7. EQUAL OPPORTUNITY

### 7.1 Non-Discrimination

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

7.2 Disadvantaged and Women-Owned Business Enterprise Provisions

Catellus shall take affirmative action and shall comply with applicable provisions of that certain document entitled "Disadvantaged Business Enterprise Program for the Southern California Rapid Transit District, incorporated herein by reference, with particular reference to Section G of said document, entitled "Participation by Disadvantaged Minority and Women's Business Enterprises in Joint Development Project," attached as Exhibit H-1, and the document entitled "DBE Opportunity Criteria List" (previously attached to the RTD Request for Proposals) attached as Exhibit H-2, to provide opportunities for minority and female businesses to participate in various aspects of the Project, including, without limitation, the planning, design, financing, equity participation, construction, management and leasing of the Project and the Public Transit Improvements.

SECTION 8. MISCELLANEOUS

8.1 Assignment

This Agreement shall not be assigned by Catellus or RTD without prior written approval of the other party, in such other party's sole discretion. With respect to Catellus, an assignment shall include any transfer of its stock, or any dissolution, merger or consolidation, which results in a change in the control of Catellus from the person or persons owning a majority of its voting stock immediately prior thereto, or the sale or other transfer of all or substantially all of the assets of Catellus.

8.2 Disclosure of Principals

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

8.3 Agency's Approval

If the negotiations culminate in a Development Agreement or Public Transit Provisions signed by Catellus, such Development Agreement or Public Transit Provisions shall become effective only after consideration and approval thereof by the RTD Board and execution by RTD's contracting officer.

#### 8.4 Real Estate Commissions

(a) RTD shall not be liable for any real estate commission or brokerage fees which may arise from execution of this Agreement. RTD represents that it has engaged no broker, agent or finder in connection with this transaction, and Catellus agrees to hold RTD harmless from any claim by any broker, agent or finder.

(b) Catellus shall not be liable for any real estate commission or brokerage fees which may arise from execution this Agreement. Catellus represents that it has engaged no broker, agent or finder in connection with this transaction, and RTD agrees to hold Catellus harmless from any claim by any broker, agent or finder.

#### 8.5 Public Works Contract Law

It is understood by the parties that development of the Project may be subject to state and federal requirements applicable to public agencies, such as the Davis-Bacon Act (related to the payment of prevailing wages) and other requirements which could affect costs or determine the contents of public agency contracts.

#### 8.6 Captions

The use of captions in this Agreement is for convenience only and such captions are not intended to be referred to in resolving questions of interpretation or construction of this Agreement.

#### 8.7 Entire Agreement

This Agreement represents the entire agreement of the parties and may not be amended except in writing and only if such amendment is adopted and executed in the same manner as this Agreement.

#### 8.8 Prohibited Interests

No member, officer or employee of RTD shall have any interest, direct or indirect, in the Project or the proceeds thereof. No RTD Board member or officer or employee of RTD has any interest, whether contractual, noncontractual, financial or otherwise in the Project, or in the business of Catellus; and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party, even if such interest would not be considered a conflict under

Article 4, Division 4 (commencing with Section 1090) and Title 9, Chapter 7 (commencing with Section 87100) of the Government Code of the State of California.

**8.9 Covenant Against Gratuity**

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

**8.10 Debarred Interests**

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

**8.11 Compliance with Laws**

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

(b) This Agreement shall be governed by the laws of the State of California. By execution of this Agreement, each party agrees that it shall be subject to personal jurisdiction in the State of California and that disputes arising hereunder shall be resolved in courts located within the State of California.

**8.12 Interest of Members of or Delegates to Congress**

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

8.13 Prevailing Party

The prevailing party in any legal action brought in connection with this Agreement shall be entitled to compensation by the other party for all costs of the litigation, including court costs and reasonable attorneys' fees.

SECTION 9. EXECUTION

9.1 Authorization

The parties signing below warrant that they have read, understood and accept the terms and conditions of this Agreement; that they are authorized on behalf of their respective organizations to execute this Agreement; and that they authorize the initiation of exclusive negotiations as specified herein to begin on the effective date of this Agreement.

IN WITNESS WHEREOF, the following authorized parties have executed this Agreement as of the date first above written.

CATELLUS DEVELOPMENT CORPORATION,  
a Delaware corporation

Approved as to form

x Elaine M. Mall

By: Elizabeth A. Harrison  
Name: Elizabeth A. Harrison  
Title: Vice President - Development

THE SOUTHERN CALIFORNIA RAPID  
TRANSIT DISTRICT,  
a public corporation

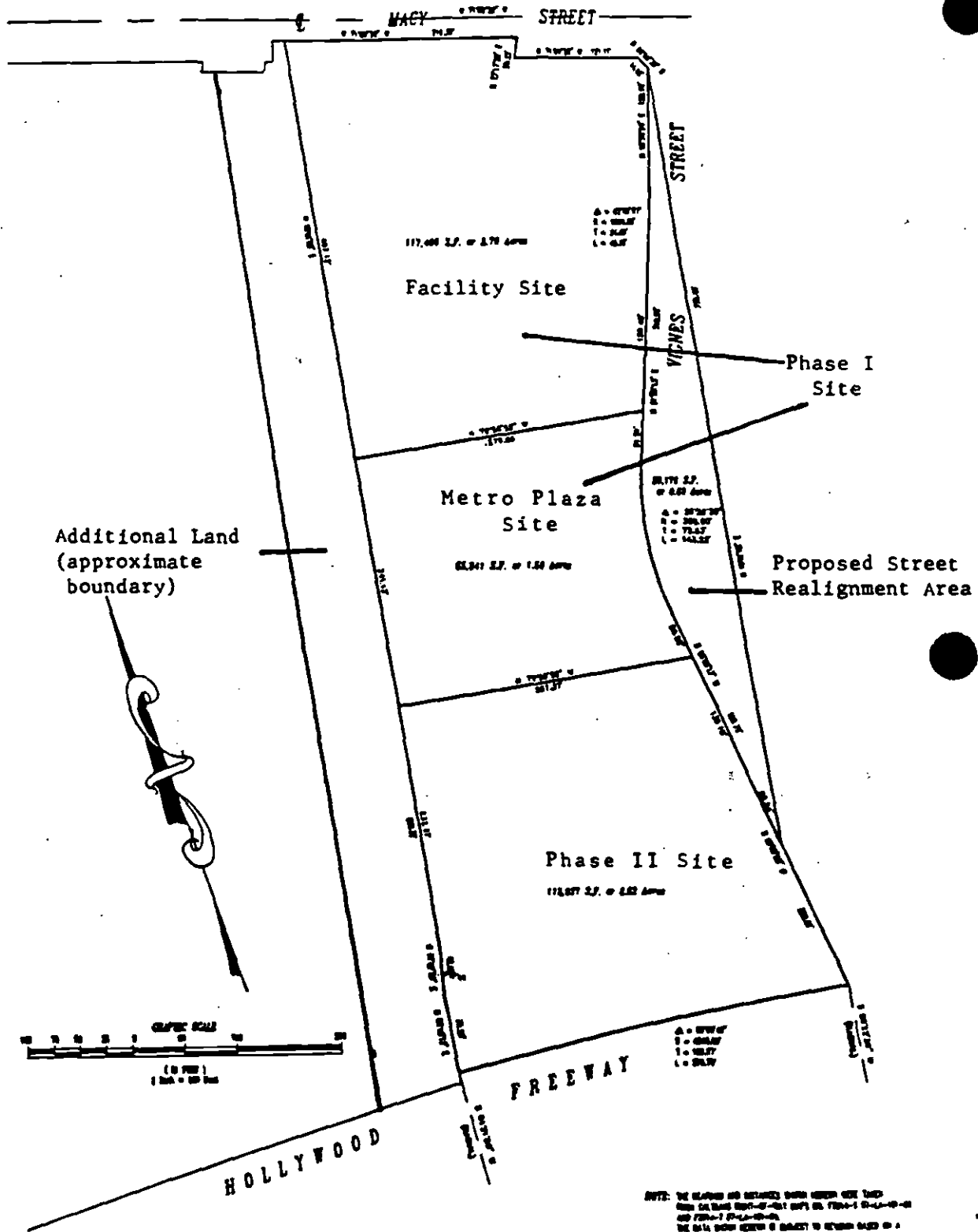
By: Alan F. Ryan  
Name: Alan F. Ryan  
Title: General Manager

APPROVED AS TO FORM BY RTD

Jeffrey J. Lujan

EXHIBIT A

SITE PLAN A



NOTE: THE DIMENSIONS AND DISTANCES SHOWN HEREIN WERE TAKEN FROM THE PLANS SUBMITTED BY THE APPLICANT TO THE CITY OF LOS ANGELES AND FROM THE RECORDS OF THE CITY OF LOS ANGELES. THE DATA SHOWN HEREIN IS SUBJECT TO REVISION BASED ON A SURVEY MADE IN ACCORDANCE WITH THE RECORDS OF THE CITY OF LOS ANGELES AND A REASUREMENT OF THE SITE AND ADJACENT PROPERTY. (SEE THE RECORDS OF THE CITY OF LOS ANGELES FOR DETAILS.)

EXHIBIT A-1

SITE PLAN B

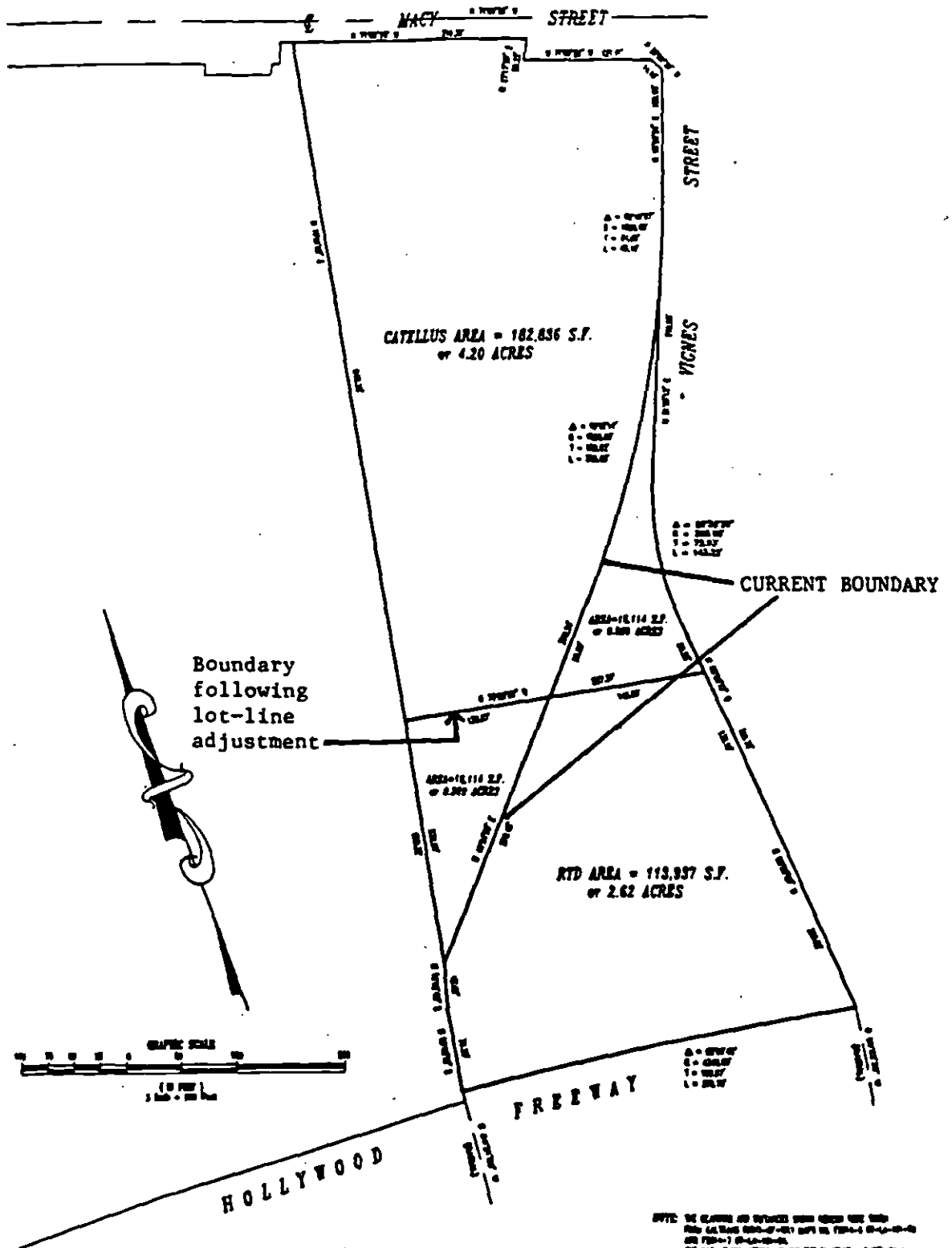
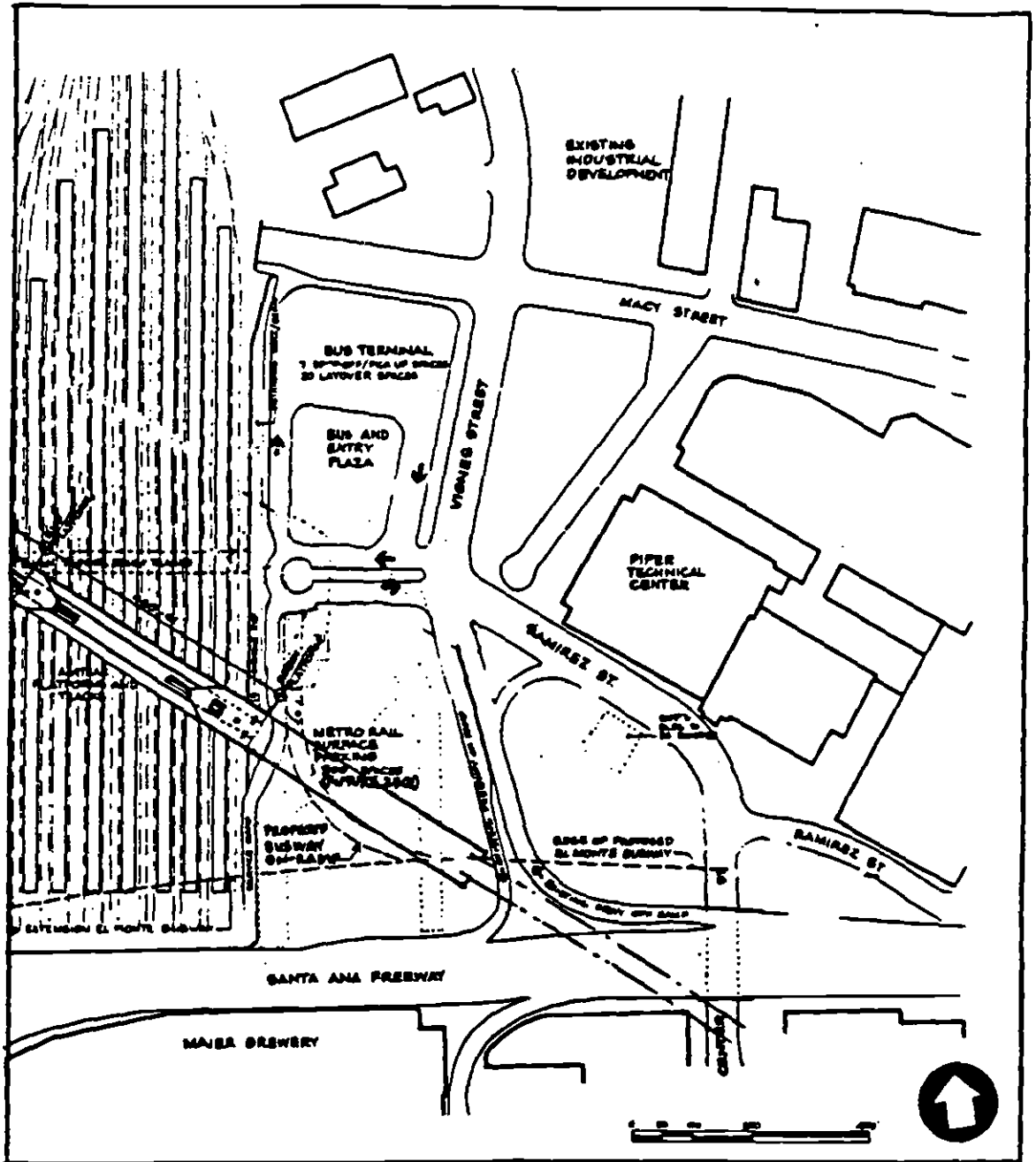


EXHIBIT A-2

TENTATIVE PUBLIC TRANSIT EASEMENTS\*



\*as presently constructed or as described on Table 2-2, page 2-33 of the "Final Environmental Impact Report for the Los Angeles Rail Rapid Transit Project, Metro Rail, U.S. Dept. of Transportation, UMTA and SCRTP" dated December, 1983.



TENTATIVE PUBLIC TRANSIT EASEMENTS

TABLE 2-2  
SUMMARY OF STATION ACCESS FEATURES

Station	Right-of-Way Location	Bus Facilities (spaces)		Auto Facilities (spaces)		Passenger Drop-off/Pick-up <sup>3</sup>
		Terminal <sup>1</sup>	Turnout	Park & Ride <sup>2</sup>		
Union Station	off-street	27 + 20	--	300/2,500	--	--
Civic Center	Hill	--	Hill	--	--	--
Fifth/Hill	Hill	--	--	--	--	--
Seventh/Flower	Seventh	--	--	--	--	--
Wilshire/Alvarado	off-street	3 + 3	Alvarado	--	26	26
Wilshire/Vermont	off-street	--	Vermont, Sixth	--	20	20
Wilshire/Normandie	Wilshire	0 + 5	Normandie	--	--	--
Wilshire/Western	Wilshire	4 + 3	Western	--	--	--
Wilshire/Crenshaw	Wilshire	--	--	--	--	--
Wilshire/La Brea	Wilshire	12 + 10	La Brea	--	--	--
Wilshire/Fairfax	off-street	--	Wilshire, Fairfax, Ogdan	175	--	In Park & Ride lot
Fairfax/Beverly	off-street	--	Beverly	250/1,000	--	In Park & Ride lot
Fairfax/Santa Monica	Fairfax	--	Santa Monica	--	--	--
La Brea/Sunset	Sunset	--	--	--	--	--
Hollywood Cahuenga	off-street	3 + 6	--	--	99	99
Universal City	off-street	8 + 10	--	1,175/2,500	40	40
North Hollywood	Lankershim	6 + 6	Chandler	1,180/2,500	65	65

Source: SCRTD, Milestone 10 Report: Fixed Facilities, 1983.

Note: Bicycle racks or lockers will be provided at all but the three CBD stations and Wilshire/Normandie.

<sup>1</sup>Bus capacities shown are (de) boarding and layover locations, respectively.

<sup>2</sup>Park and ride capacities shown are surface-only and with-structures, respectively.

<sup>3</sup>Also referred to as kiss and ride.

EXHIBIT B  
NEGOTIATION SCHEDULE

<u>WEEK*</u>	<u>ACTIVITY</u>
1	Execution of ERN and organization of Negotiations
2	Establishment of Negotiation framework & scope
3	Technical negotiations
4	Technical negotiations
5	Draft preparation
6	Exchange of documentation and review
7	Review and preparation of final agreement
8	Continued review and preparation of final agreement
9	Transmittal of final agreement to RTD and Catellus board
10	Preparation for board presentation
11	Board review and authorization of execution
12	Execution and start of implementation

\*Begins on the effective date of execution of the ERN

EXHIBIT C

MEMORANDUM OF UNDERSTANDING

EXHIBIT C

MEMORANDUM OF UNDERSTANDING

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"EXHIBIT C"

MEMORANDUM OF UNDERSTANDING

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the ERN.

1. DEVELOPMENT DESCRIPTION

1.1 The Project. The Project shall consist of commercial and public-transit improvements to be developed on the Site controlled by both RTD and Catellus adjacent to Union Station in the downtown area of the City of Los Angeles, California as more fully described in the ERN. The Project shall be developed as follows:

1.1.1 Commercial Development

(a) Phase I. Phase I will consist of land and improvements to be developed by Catellus including (i) the Phase I Improvements (including the RTD Space and the Market-Rate Space) and certain commercial-retail space to be constructed on the Phase I Site, (ii) the portion of the east portal of the Tunnel renovation and construction (on the Public Transit Easements) which is within Catellus' control, and (iii) all Phase I parking, public improvements (including the Phase I Public Transit Improvements as may be agreed to by the parties) and landscaping required and as may be agreed to by the parties in connection with the Phase I development, all in accordance with the Work Plans approved by the parties. Catellus shall have no obligation under the Development Agreement to construct the Phase I Improvements unless and until RTD shall have acquired fee title to or control of all of the Phase II Site. RTD shall not be required to fulfill any of its obligations under the Development Agreement unless and until Catellus has acquired fee title to all of the Phase I Site and those portions of the Phase II Site which it is required to own or obtain in order to effectuate the lot line adjustment described in Section 3.3. (See Exhibit A-1 to the ERN).

(b) Phase II. Phase II will consist of development by Catellus on the Phase II Site of the Phase II Improvements and all Phase II parking, public improvements (including Phase II Public Transit Improvements) and landscaping required and as may be agreed to by the parties in connection with this Phase II development, all in accordance with the Work Plans approved by the parties. The Phase II Improvements shall, at a minimum, meet the building standards

of the Phase I Improvements, provided that the Phase I Improvements have not been built to extraordinary standards. For the benefit of RTD, Catellus shall cause temporary or permanent parking facilities to be constructed on the Phase II Site consistent with RTD Metro Rail requirements provided that such facilities are compatible, in Catellus' reasonable judgment, with existing or planned improvements located thereon. Such facilities shall be constructed at RTD's sole cost and expense, except as otherwise set forth in Section 3.2 of the ERN.

(c) Main Concourse. As part of the overall Master Plan of development of the Union Station property, Catellus may construct (in addition to the east portal of the Tunnel) the Main Concourse connecting the Site to Union Station. In order to determine whether the Main Concourse shall be developed, RTD and Catellus shall commence, before or during the Phase I design stage, a feasibility study on the timing, market feasibility, phasing, retail uses, financing, development and operation of the Main Concourse and the Tunnel. The feasibility study shall take into account certain potential rail transit improvements to the trainyard (i.e., light-rail, Amtrak, commuter rail and inner city passenger service) to the extent such improvements can be foreseen and shall assess the positive or negative impacts of such improvements on the feasibility of constructing the Main Concourse. The design and development of the Tunnel and the Main Concourse shall meet standards agreed to by the parties, particularly with regard to lighting, passenger capacity, access, ingress and visual appearance.

(d) Tunnel. Consistent with and subject to the provisions of Section 7.4, Catellus shall provide a non-exclusive easement, shall cause renovation or construction of the portion of the east portal of the Tunnel controlled by it to occur in connection with other planned transit improvements which are currently being proposed and/or carried out by third parties and, at no cost to Catellus, shall complete such construction or renovation on or before issuance of a certificate of occupancy for the Phase I Improvements.

(e) Further Description. The Project and the Site shall be substantially as described in the ERN, this Memorandum of Understanding and the Gateway Center Proposal as the same may be amended or supplemented by mutual agreement of the parties. The parties shall incorporate into their CC&R's for the Site restrictions relating to the potential uses of their respective land parcels, which shall remain unaffected by any subsequent swap or sale and which shall permit the use of the Project only for master-planned uses including but not limited to an RTD administrative headquarters facility, commercial office space, retail space, parking, public improvements, open space and public transit uses.

(f) Signature Building. The Phase I Improvements shall be integrated into the Project in such a way as to maintain its character as a "signature building", but the foregoing shall not preclude the construction by Catellus elsewhere in the 52-acre Union Station site of any building which is taller than the Phase I Improvements, subject to the "competing project" provisions of Section 1.1.3. "Signature building" shall mean a building which is unique, outstanding and prominent in design, value, quality, form, image, location, orientation, visibility, siting, utility, services and/or contribution to the community and to public transit.

1.1.2 Public Transit. In accordance with the Public Transit Provisions, (i) RTD shall retain ownership of all Public Transit Easements located upon the Phase II Site and (ii) Catellus shall transfer fee title to Phase I to RTD, which shall permit RTD to create Public Transit Easements on the Phase I Site. The Public Transit Improvements shall be constructed upon the Public Transit Easements. Catellus shall cause design and construction of the Public Transit Improvements to take place concurrently with the Phase I and Phase II developments, as agreed by the parties, however, Catellus shall have no obligation under the Public Transit Provisions to construct the Public Transit Improvements unless and until RTD shall have acquired fee title to or control of all of the Phase II Site. Such limitation to Catellus's obligation to construct the Public Transit Improvements shall not apply if Catellus has in any way precluded or interfered with RTD's ability to acquire any portion of the Phase II Site (for example, with respect to the lot line adjustment discussed in Section 3.3).

1.1.3 Phase II Commitment. To ensure that construction of the Phase II Improvements is a priority, Catellus shall not obtain a building permit with respect to a "competing project" (as defined below) until the earlier to occur of (a) execution of leases with tenants for at least seventy-five percent (75%) of the rentable square footage in the Phase II Improvements; or (b) a determination of technical or economic infeasibility resulting in failure to commence construction of the Phase II Improvements prior to the tenth anniversary of issuance of a certificate of occupancy for the Phase I Improvements. "Competing project" means a commercial office development (x) comprising at least 300,000 rentable square feet; (y) intended to be occupied by any "new tenant" requiring a minimum of 100,000 rentable square feet; and (z) located within the boundaries of the "Civic Center" and/or a one mile radius of the perimeter property boundaries of Union Station, excepting therefrom the site currently owned by Catellus at 3rd Street and Santa Fe and such other projects as RTD may exclude in writing on a case-by-case basis. "New tenant" means any commercial office tenant other than one whose



proposed lease in the Phase II Improvements RTD has disapproved or failed to approve pursuant to Section 5.4. In addition, Catellus shall dedicate senior management and marketing staff to the expeditious implementation of Phase II, shall prepare and present a marketing program to RTD for approval and shall cooperate in marketing RTD Space unoccupied by RTD along with Market-Rate Space and space in the Phase II Improvements. If Catellus successfully leases the RTD Space or any portion thereof upon terms and rates agreed to by RTD, Catellus shall be paid a fee for such services consistent with leasing and marketing fees then payable for the Market-Rate Space.

## 2. OWNERSHIP

The following provisions shall govern participation in the Project and shall be subject to the option provisions set forth in Section 2.4 and Section 2.5.

### 2.1 Land Ownership

#### 2.1.1 Current Ownership and Acquisition.

Catellus currently owns a portion of the Phase I Site and of the Phase II Site. RTD currently owns a portion of the Phase I Site and of the Phase II Site. The remainder of the Phase II Site is owned by the City of Los Angeles.

(a) RTD shall acquire the remainder of the Phase II Site (i) from the City of Los Angeles and shall either have fee title to or control of or demonstrate substantial progress in the acquisition of title or control by negotiated purchase or eminent domain of such portions of the Phase II Site within sixty (60) days after execution of the Development Agreement and (ii) from Catellus, by means of lot line adjustment as described in Section 3.3 (see Exhibit A-1 to the ERN).

(b) Catellus shall acquire the remainder of the Phase I Site (i) from any party (other than RTD) currently having ownership of the Phase I Site within sixty (60) days after execution of the Development Agreement and (ii) from RTD by means of lot line adjustment as described in Section 3.3 (see Exhibit A-1 to the ERN).

2.1.2 Ownership at Closing. At the conclusion of the land acquisition described in subsection 2.1.1, the property ownership shall be as follows:

- (a) Catellus shall own the Phase I Site; and
- (b) RTD shall own the Phase II Site.

2.2 Public Transit Easements. RTD shall purchase the Public Transit Easements from Catellus under the terms of the Public Transit Provisions and in accordance with the provisions of any applicable federal, state and local laws.

2.3 Project Participation

2.3.1 Phase I Site--Ownership. Concurrently with Closing, fee title to the Phase I Site together with ownership of the Public Transit Easements and any and all improvements that may be located thereon shall vest in RTD. Concurrently with Closing, RTD shall pay to Catellus \$10,841,000 less any credits to RTD pursuant to Section 3.2.1. RTD shall reserve to Catellus any development rights which may be permitted with respect to the Metro Plaza Site by any increase in density above that required for the Phase I Improvements, together with certain ownership, development and roadway rights to be agreed to by the parties, for a period of time to be agreed to by the parties. It is the parties' intention that Catellus may, at its option, purchase a development pad on the Phase I Site at a land cost of \$21 per square foot (plus an inflation factor of five percent (5%) per annum payable from Closing) on a date to be set forth in the Development Agreement, with size (not to exceed one acre), location and for a use to be shown in the Development Agreement.

2.3.2 Phase II Site--Ownership. Concurrently with Closing, fee title to the Phase II Site together with any and all improvements that may be located thereon (exclusive of Public Transit Easements and Public Transit Improvements) shall vest in Catellus.

2.3.3 Phase I Improvements--Income Participation. RTD shall determine prior to the execution of the Development Agreement or on a date to be specified therein whether the Market Rate Space shall be built and, if built, whether RTD or Catellus shall bear the Leasing Risk. In the event that RTD chooses to bear the Leasing Risk, all income derived from the Phase I Improvements shall belong to RTD. In the event that Catellus bears the Leasing Risk, the right of Catellus to receive one-half of the Net Operating Income (less Deemed Ground Rental Amounts and reimbursable costs and expenses determined in accordance with the provisions of Sections 7.6 and 7.7, including allocated debt service) from the Market-Rate Space (exclusive of Public Transit Easements and Public Transit Improvements) shall vest immediately upon issuance of a certificate of occupancy for the Phase I Improvements. Catellus shall have no income participation rights in the RTD Space. The income participation right of Catellus in the Market-Rate Space shall be terminated automatically upon sale or exchange of its equity participation right in such space.

2.3.4 Phase II Improvements--Income Participation. The right of RTD to receive one-half of the Net

Operating Income (less Deemed Ground Rental Amounts and reimbursable costs and expenses determined in accordance with the provisions of Sections 7.6 and 7.7, including allocated debt service) from the Phase II Improvements (exclusive of Public Transit Easements and Public Transit Improvements) shall vest simultaneously with vesting of RTD's equity interest in the Phase II Improvements (see Section 2.3.6). The income participation rights of RTD in the Phase II Improvements automatically shall be reduced upon sale or exchange of any portion of RTD's equity participation rights in the Phase II Improvements, with such reduction occurring in proportion to the reduction of RTD's equity participation rights. Accordingly, RTD's income participation rights shall terminate automatically upon sale or exchange of all of RTD's equity participation rights in such improvements. The parties acknowledge that in the event the Phase II Improvements are completed and a sale of the Phase II Improvements occurs prior to expiration of the eighth anniversary of issuance of the certificate of occupancy therefor, then (notwithstanding reduction or termination of any portion of its income participation rights) RTD shall be entitled to receive payment from Catellus pursuant to Section 4.2.1 hereof. In addition, the parties may agree, in the Development Agreement or elsewhere, to provide income proceed payments (despite reduction or termination of income participation rights) in other circumstances.

#### 2.3.5 Phase I Improvements--Equity Participation.

The right of Catellus to receive a fifty percent (50%) share of the equity value of the RTD Space and a fifty percent (50%) share of the equity value of the Market Rate Space shall vest, subject to the following, upon issuance of a certificate of occupancy for the Phase II Improvements. Notwithstanding the foregoing, in the event that Catellus bears the Market-Rate Space Leasing Risk, Catellus' right to receive a fifty percent (50%) share of the equity value of the Market-Rate Space shall vest immediately upon issuance of a certificate of occupancy for the Phase I Improvements. The rights first described in this paragraph shall vest upon issuance of a certificate of occupancy for the Phase II Improvements if, and only if, (a) construction of the Phase II Improvements has commenced on or before the tenth (10th) anniversary of issuance of a certificate of occupancy for the Phase I Improvements, (b) such construction diligently continues thereafter to timely completion of the Phase II Improvements (approximately twelve years after issuance of the certificate of occupancy for the Phase I Improvements) and (c) the Phase II Site and/or Phase II Improvements are not sold prior to the occurrence of (a) and (b). The rights described in this paragraph shall be exclusive of Public Transit Easements and Public Transit Improvements and the value of such rights shall be determined pursuant to Section 2.5.

### 2.3.6 Phase II Improvements--Equity

Participation. The right of RTD to receive a fifty percent (50%) share of the equity value of the Phase II Improvements (exclusive of Public Transit Easements and Public Transit Improvements) shall vest upon issuance of a certificate of occupancy for the Phase II Improvements, if, and only if, (a) construction of the Phase II Improvements has commenced on or before the tenth (10th) anniversary of issuance of a certificate of occupancy for the Phase I Improvements, (b) such construction diligently continues thereafter to timely completion of the Phase II Improvements (approximately twelve years after issuance of the certificate of occupancy for the Phase I Improvements), and (c) the Phase II Site and/or Phase II Improvements are not sold prior to the occurrence of (a) and (b). The value of such right shall be determined pursuant to Section 2.5.

### 2.3.7 Ownership of Public Transit Improvements.

The Public Transit Provisions shall provide that ownership of all Public Transit Improvements, all Public Transit Easements and the Metro Plaza Site (subject to the provisions of Section 2.3.1) shall vest in RTD at Closing and that RTD will pay all costs of, will receive all income and will bear all costs and operating expenses derived from such improvements or easements.

## 2.4 Options to Transfer Interests

### 2.4.1 Liquidity Option

(a) If and only if the right of Catellus to receive a 50% share of the equity value of the RTD Space has vested (see Section 2.3.5), Catellus, upon provision of a minimum of twenty-four (24) months and a maximum of thirty (30) months advance written notice to RTD, shall have the option (the "Liquidity Option") to sell 100% of Catellus' vested equity participation rights and income participation rights in the Phase I Improvements as described in Sections 2.3.3 and 2.3.5 (the "Catellus Phase I Interest") for a consideration paid by RTD, the value of which shall be established by appraisal conducted as of the date which is one year prior to the date the Liquidity Option shall be consummated (i.e., the actual date of sale set forth in the notice) for the estimated value of the interest on the date of such sale and by the method of valuation set forth in Section 2.5.

(b) Upon exercise of the Liquidity Option, RTD shall acquire the Catellus Phase I Interest as described in Section 2.4.1(a), and RTD shall retain its equity participation

and income participation rights in the Phase II Improvements, as set forth in Sections 2.3.4 and 2.3.6 (the "RTD Phase II Interest"). RTD shall have the right to invalidate Catellus' exercise of the Liquidity Option by its proximate exercise of the Swap Option if, and only if, the Liquidity Option is sought to be exercised by Catellus following the eighth anniversary of the issuance of the certificate of occupancy for the Phase II Improvements. In the latter event, the rights granted under the Liquidity Option shall terminate and all payments shall be made in accordance with the provisions set forth in Section 2.4.2.

(c) If Catellus assumes the Leasing Risk of the Market-Rate Space and its right to participate in the income and equity thereof comprises the entire Catellus Phase I Interest, Catellus' rights in the RTD Space having failed to vest within the time period permitted therefor, then either RTD or Catellus may at any time thereafter exercise the Liquidity Option, notwithstanding the provisions of Section 2.4.1(a).

#### 2.4.2 Swap Option

(a) Following the eighth anniversary of issuance of the certificate of occupancy for the Phase II Improvements, RTD or Catellus each shall have the option (the "Swap Option") to require that Catellus transfer the Catellus Phase I Interest to RTD in exchange for the RTD Phase II Interest, with payments as set forth below. Notwithstanding the foregoing, the right of either party to exercise the Swap Option shall terminate upon (i) payment to Catellus as set forth in Section 2.4.1 or (ii) sale of all of the Phase II Site or Phase II Improvements.

(b) If the Swap Option is exercised, the Catellus Phase I Interest attributable to the RTD Space and the RTD Phase II Interest attributable to an equivalent amount of square footage in the Phase II Improvements shall be exchanged without cost to either party. Following that exchange, to the extent that the value of RTD's Phase II Interest attributable to the remainder of the rentable square footage in the Phase II Improvements (the "RTD Remainder Interest") exceeds the value of the Catellus Phase I Interest attributable to the rentable square footage comprising the Market-Rate Space, if any (the "Catellus Remainder Interest"), boot equal to the difference between the values accorded to the interests of each party shall thereupon be due to RTD. In lieu of requiring payment of such boot, RTD, at its sole discretion, may maintain a continuing participating interest in the income and equity value of the Phase II Improvements in the same proportion as the boot otherwise thus due bears to the value of the Phase II

Improvements. To the extent that the value of the Catellus Remainder Interest exceeds the value of the RTD Remainder Interest, boot equal to the difference between the values accorded to the interests of each party shall thereupon be due to Catellus. Any boot due hereunder shall be payable within one year of the date such amount is finally determined, with interest payable thereon at a rate of eight percent (8%) per annum from the date the exchange is consummated.

(c) Any participation interest in the Phase II Improvements retained by RTD after exercise of the Swap Option or the Liquidity Option shall continue until the earlier of the sale of Phase II or of such participation interest pursuant to Section 4.2.4.

## 2.5 Valuation

### 2.5.1 Phase I Improvements--Equity Value.

The value of Catellus' equity participation right in the Phase I Improvements at the time of sale or exchange required hereunder shall be determined as follows:

(a) Market-Rate Space. If Catellus obtains an interest in the Market-Rate Space and associated parking that interest shall be valued by appraisal as set forth in Section 4.6 of the ERN, as follows: (i) as to Market-Rate Space which is then leased, by capitalizing the Market-Rate Space Net Operating Income, after deducting therefrom the Deemed Ground Rental Amount, at the Capitalization Rate; (ii) as to Market-Rate Space which is not then leased (up to a maximum 95% occupancy rate), by capitalizing the same at the market Net Operating Income rate per square foot after deducting therefrom the Deemed Ground Rental Amount, and deducting in addition an amount agreed upon in advance in respect to leasing commissions, tenant improvements and rent concessions not included in the third party and other debt and equity contributions; and (iii) by subtracting the remaining third party and other debt and equity contributions associated with the Market-Rate Space from the capitalized value.

(b) RTD Space. If at the time of exercise of the Liquidity Option the Swap Option is not exercised, the RTD Space and associated parking shall be valued by appraisal as set forth in Section 4.6 of the ERN by capitalizing the estimated market Net Operating Income for the RTD Space (determined by the methodology described in the next sentence), after deducting therefrom a Deemed Ground Rental Amount, at the Capitalization Rate and subtracting the remaining third party and other debt and equity contributions associated with the RTD Space from the capitalized values. Such Net Operating Income

shall be estimated in the fortieth (40th) year following issuance of the certificate of occupancy for the Phase I Improvements (forty years being estimated to be the earliest date in which non-public ownership is permitted pursuant to tax-exempt financing regulations requiring ownership by a public entity of improvements financed with tax-exempt funds over the economic life of those improvements) by inflating the market Net Operating Income to the fortieth year at an agreed upon escalation rate, then discounting back to the time of closing pursuant to the Liquidity Option at a discount rate equivalent to the escalation rate.

To the extent that RTD Space is suitable for occupancy by commercial office building tenants paying market rate rents (i.e., excluding areas of the RTD Space such as the board room, fitness centers or other non-tenantable space), the valuation under this provision shall not be reduced because RTD's rental rates are below market rental rates.

2.5.2 Phase II Improvements--Equity Value. The value of RTD's equity participation right in the Phase II Improvements at the time of closing pursuant to the Swap Option shall be determined by capitalizing the Net Operating Income, determined by appraisal as set forth in Section 4.6 of the ERN, after deducting therefrom the Deemed Ground Rent Amount, at the Capitalization Rate, less third party and other debt and equity contributions.

2.5.3 Exchange of Interests. Notwithstanding the foregoing, for purposes of the valuation of ownership of equity in the improvements only, the value attributable to Catellus' interest in the RTD Space (if any) shall be traded on a square foot for square foot basis for RTD's interest in rentable square footage in the Phase II Improvements. Following such exchange, to the extent that the value of the RTD Remainder Interest exceeds the value of the Catellus Remainder Interest, the excess rentable square footage shall be valued in accordance with the foregoing provisions of this Section 2.5 and boot shall be payable by Catellus to RTD.

## 2.6 Change in Percentage Ownership

In the event a prime tenant seeking to occupy the Phase II Improvements requires an equity or ownership interest in the development, and if both RTD and Catellus are willing to accept such tenant's terms, the parties may agree to a reallocation of their respective equity and income interests in the Project.

### 3. ZONING, ENTITLEMENTS AND ENVIRONMENTAL REVIEW

3.1 Current Status. The existing General Plan designation of heavy industrial, but allowing governmental and transportation related uses, and the existing (Q)M3-1 zoning permit government and transportation-related uses. The current FAR of 1.5:1 for the 6.5 acre Site would permit development of approximately 425,000 square feet of rentable space.

#### 3.2 Additional or Excess Density

3.2.1 Density Increase. The current Site plan anticipates an increase in density to approximately 1,145,000 square feet of rentable space. The long-term income and equity derived by RTD from this anticipated increase in density represents a major basis for RTD's determination of the viability of the Project economically and for RTD's selection of the Site for its headquarters facility. This increase in allowable rentable space could be accomplished by one of the following methods (but neither party shall be obligated to agree to use of any one of the methods set forth below):

(a) Apply for an increase in FAR to 3:1. At this density, the Site would have entitlements for approximately 849,420 square feet of rentable space. Catellus will be responsible for providing the minimum FAR required for the Phase I Improvements. RTD will be responsible for providing an equal amount of FAR to the Phase II Improvements. RTD shall also be responsible for contribution of one-half of the additional FAR which will be required for the Phase II Improvements and shall, up to the minimum rentable square footage required for the Phase II Improvements hereunder, be compensated for such additional FAR at the rate of \$30 per square foot. Such compensation shall be paid by setoff against the payment to Catellus set forth in Section 2.3.1. Catellus shall be responsible for providing to the Phase II Improvements the other one-half of additional FAR required hereunder.

(b) Apply for an increase in FAR to 3:1 and increase Site area through a lot line adjustment. The existing Site could be increased to a 8.035 acre site by a lot line adjustment which would add the Additional Land or a portion thereof to the Site in order to create approximately 1,145,000 square feet of rentable space at an FAR of 3:1.

(c) Apply for a General Plan amendment and a rezoning to "Regional Center" permitting an FAR of 6:1. An FAR of 6:1 on the 6.5 acre Site could accommodate development of at least 1,145,000 rentable square feet of space.



3.2.2 Sale of Excess Density. If FAR on the Site is increased to an entitlement in excess of that required for development of the Phase I Improvements or Phase II Improvements and Catellus proceeds to obtain permits to develop additional commercial office space in the Union Station Master Plan area which will require transfer of additional density to be acquired from a third party, Catellus shall provide RTD with a right to sell such excess density rights as RTD may have available from the Site to Catellus for use in connection with such development. Any excess density so transferred by RTD shall be acquired by Catellus at fair market value (determined by appraisal) at the time the transfer takes place, but the value of such excess density shall not be greater than the value for which Catellus can purchase such density from some other source.

3.2.3 Excess FAR Credits. In the event that, within the maximum period allowed under law, the Site receives an increased FAR entitlement (i.e., above the entitlement required to complete the requisite improvement) by ordinance after transfer to the Site by the parties of additional density, each party will be credited for FAR so transferred, as well as the incremental FAR entitlement to that transferred density created by the increased FAR designation permitted and attributed to their initial land ownership as designated in Section 2.1.2; but only to the extent that there remains sufficient FAR on each Site under the increased FAR designation to permit the construction of improvements containing the minimum rentable square footage described hereunder, or, in the event the improvements are complete, the rentable square footage contained in the completed improvements.

3.2.4 FAR Contributions. Both parties, prior to Closing, shall contribute FAR sufficient to meet the requirements of Section 3.2.1.

3.3 Lot Line Adjustment. In conjunction with Phase I of the Project a lot line adjustment is required between the two parcels to create a more rational subdivision. It is expected the new lot line will be approximately perpendicular to the tracks in the Union Station train yard and will create a parcel of approximately 2.5 acres controlled by RTD (defined herein as the Phase II Site) and a parcel of approximately 4.0 acres controlled by Catellus (defined herein as the Phase I Site). (See Exhibit A and Exhibit A-1 to the ERN). The parties agree to accomplish this lot line adjustment expeditiously. Neither party shall gain or lose any square footage in this adjustment. The costs of obtaining the lot line adjustment shall be incorporated in the development budget and shared equally by RTD and Catellus.

3.4 Cooperation. RTD and Catellus shall cooperate with each other in obtaining whatever land use and environmental approvals, building permits, conditional use permits, and other governmental approvals (including density bonuses and appropriate waiver of housing and transportation linkage fees) from the City of Los Angeles or other governmental bodies having jurisdiction over the Site as may become necessary or desirable for the implementation of the proposed Project, provided that the costs of obtaining said approvals shall be incorporated in the development budget.

3.5 Environmental Review. RTD and Catellus shall provide to each other all data and information necessary or appropriate to determine the impact of Project development on the environment, to conduct soil tests and environmental remediation and to assist in the preparation of any necessary environmental impact reports or supplements to environmental impact reports. RTD shall be the lead agency with respect to the environmental impact report for the Project and RTD and Catellus jointly shall coordinate the preparation, review and approval of environmental documents for the Project. The costs of environmental review, soil tests and remediation, if required, shall be incorporated in the development budget.

#### 4. SALE OF INTERESTS

4.1 Sale of Interests to Third Parties. Either party may sell its participation interest in the Project, or any portion thereof, with a right of first refusal in favor of the other.

#### 4.2 Sale of Phase II to Third Parties

4.2.1 Phase II Improvements Completed. If the Phase II Improvements have been completed (a) Catellus may sell the Phase II Site or the Phase II Site together with the Phase II Improvements if the Swap Option has already been exercised, free of any approval or similar rights of RTD and (b) Catellus may sell the Phase II Site and Improvements or the Phase II Improvements alone subject to a reasonable "right of first offer" in RTD. However, notwithstanding the foregoing, if any such sale occurs prior to the eighth anniversary of issuance of the certificate of occupancy for the Phase II Improvements RTD's proceeds shall be no less than the discounted value of the RTD Phase II Interest from the date of sale through the balance of the eight year period, assuming a sale of the Phase II Improvements at the end of the eighth year. For example, if a sale occurs at the end of the fifth year following issuance of a certificate of occupancy for the Phase II Improvements (i.e., the end of year five), RTD's

aggregate proceeds from such sale shall not be less than (a) RTD's interest in the sum of the cash flow (after debt) from the Phase II Improvements for years six, seven and eight; plus (b) RTD's equity participation interest in the Phase II Improvements based on an assumed sale at the end of year eight; minus (c) the interest from reinvestment of such early sale proceeds calculated at an interest rate to be determined by the parties, with the aggregate amount discounted back to the end of year five, but in no event less than zero.

The "right of first offer" shall include the following rights and obligations. Prior to marketing or selling the Phase II Site and the Phase II Improvements or the Phase II Improvements alone, Catellus shall (a) provide RTD with written notice of its intent to sell such property and (b) within fifteen days, commission, at shared cost with RTD, an appraisal of the property offered for sale from an appraiser reasonably approved by RTD. RTD shall have until the later of ninety (90) days from receipt of the written notice described in clause (a) above or 30 days from the date of receipt of appraisal to make an offer at a specified dollar amount to purchase such property.

If an offer is made by RTD, Catellus shall thereupon have thirty (30) days to determine whether to accept the offer. If the offer is accepted, closing shall take place within sixty (60) days from the date of acceptance of the offer. If the offer is not accepted, Catellus shall have 360 days from the earlier of (a) the date the offer is rejected by Catellus or (b) the expiration of the thirty (30) day period (the "Rejection Date") to market and to enter into a definitive agreement to sell such property to any third party subject to the provisions of the following paragraph. If Catellus fails to accept or reject the offer by RTD, the offer shall be deemed rejected as of the Rejection Date. Closing of sale of such property shall occur within 420 days from the Rejection Date. If such property has not been sold within the requisite time period, any offer of such property shall again be subject to RTD's right of first offer.

If RTD fails to make an offer to purchase such property or if the offer is not accepted by Catellus, Catellus may freely market the same, provided that (a) the amount received by RTD with respect to the RTD Phase II Interest shall not be less than ninety-five percent (95%) of the amount established therefor by said appraisal; and (b) the prospective purchaser is able to demonstrate to RTD's reasonable satisfaction that it has or can obtain the financial and technical resources and capability to own, operate and maintain the Phase II Improvements at standards consistent with

then-existing standards established for the Phase II Improvements. Clause (b) will be deemed satisfied if the standard to be set forth by the parties in the CC&R's are met by the prospective purchaser. If the offer by the prospective purchaser does not meet the condition set forth in clause (a) above, RTD shall nonetheless have the right to approve a sale of such property in which it shall receive less than ninety-five percent (95%) of said appraisal amount. RTD shall have no approval right if the conditions set forth in clauses (a) and (b) above are met.

4.2.2 Phase II Improvements Not Completed. If the Phase II Improvements have not been completed, Catellus may sell the Phase II Site subject to all rights of RTD to participate in equity and income from improvements on the Phase II Site during the periods that such rights exist, as set forth in the Development Agreement, and subject to a right of first refusal in RTD (to the extent permitted by law). In the event of a sale, if Catellus' rights have previously vested in the Market-Rate Space, either party shall have the right concurrently with such sale to exercise the Liquidity Option.

4.3 Exchange at Year Thirty. At the thirtieth anniversary of the issuance of the certificate of occupancy for the Phase I Improvements, if the Catellus Phase I Interest has not terminated (whether by failure to vest or by non-exercise of the Liquidity Option or the Swap Option), the RTD Phase II Interest shall automatically be traded for the Catellus Phase I Interest. The respective interests shall be valued in accordance with the provisions of Section 2.5 and payment shall thereupon be due from the party with the lesser interest to the party with the greater interest.

4.4 Sale at Year Thirty. At the thirtieth anniversary of the issuance of the certificate of occupancy for the Phase I Improvements, if the Catellus Phase I Interest has terminated, Catellus must purchase the remaining RTD Phase II Interest for its value established in accordance with the provisions of Section 2.5.

## 5. DEVELOPMENT, MARKETING, LEASING AND MANAGEMENT CONTROL

5.1 Phase I. RTD and Catellus shall exercise joint planning, financing, design and construction control over the proposed development of Phase I including the east portal of the Tunnel, except as otherwise required by law and public policy. Design of Phase I shall be in accord with RTD standards.

5.2 Phase II. RTD and Catellus shall jointly agree on the planning, financing, design and construction objectives and criteria of Phase II.

5.3 Main Concourse. Subject to Section 1.1.1(c) of this Memorandum of Understanding, RTD and Catellus shall jointly establish the planning, financing, design and construction objectives of the Main Concourse. If it is determined that the development of the Main Concourse, prior to the date when there would be any economic justification to do so, might enhance the value, marketability and image of the Project, RTD and Catellus shall jointly conduct a feasibility study of the Main Concourse at a mutually agreeable date, prior to the date on which Catellus proposes to commence construction of the Phase I Improvements. The study shall explore the potential for early development of the Main Concourse and shall explore options, if any, by which RTD may secure funding for a portion of such early development costs in return for a share of the income and equity to be derived therefrom. However, the findings of said feasibility study shall not obligate either party to continue such explorations or to enter into any agreement concerning said development.

5.4 Marketing, Leasing and Management. Catellus will assume responsibility for the marketing, leasing and management of (i) the Phase II Improvements (exclusive of Public Transit Easements and Public Transit Improvements) and (ii) if Catellus has assumed the Leasing Risk with respect thereto, the Market-Rate Space, subject to a short term leasing, operations and management agreement to be negotiated between the parties. RTD shall retain control over the marketing, leasing and management of the RTD Space and if RTD has assumed Leasing Risk with respect thereto, the Market-Rate Space. The parties shall establish mutually acceptable pro-forma leasing criteria with respect to the Phase II Improvements and, if Catellus has assumed Leasing Risk with respect thereto, the Market-Rate Space. The pro-forma criteria may be modified by the parties by mutual written consent. RTD shall receive copies of and shall have a reasonable period to review for conformity to the pro-forma criteria, all proposed "major leases" (defined with respect to the Market-Rate Space as leases of greater than 25,000 rentable square feet and with respect to the Phase II Improvements as leases of greater than 100,000 rentable square feet) for which pro-forma criteria exist. In the event a proposed lease does not meet the established pro-forma criteria RTD shall notify Catellus of such failure within a negotiated period after receipt of the proposed lease and shall thereupon have the power to approve or disapprove the proposed lease.

5.5 Development Negotiation Team/Consultants. RTD and Catellus shall jointly review, evaluate and select consultants, contractors and vendors for the Project and each party shall provide information to the other concerning such selection, including qualifications and fees of such recommended parties during the term of negotiation of the Development Agreement.

5.6 Day to Day Control. Catellus shall have day to day management and control of construction and development on the Site, consistent with all of the foregoing.

## 6. PARKING

6.1 Project Parking. Subject to change upon the mutual written consent of the parties, parking shall be allocated as follows:

6.1.1 Phase I. 800 parking stalls will be provided to support the Phase I Improvements (exclusive of Public Transit Improvements) and a minimum of 1,100 public parking stalls will be provided to support the Phase I Public Transit Improvements.

6.1.2 Phase II. Approximately 850 parking stalls will be provided to support the Phase II Improvements (exclusive of Public Transit Improvements) and a minimum of 800 public parking stalls will be provided to support the Phase II Public Transit Improvements.

6.2 Metro Rail Parking. The parking improvements for the RTD Space as well as the public parking required to support Metro Rail shall be owned by RTD. The Project design shall separate Metro Rail monthly and daily parking facilities from parking facilities for the Phase I Improvements and Phase II Improvements. A minimum of 1,900 public parking spaces (consisting of the public parking spaces in each phase identified in Section 6.1) shall be constructed at the Site as part of the Public Transit Improvements.

6.3 Additional Public Parking. In addition to the 1900 public parking spaces described above, an additional 600 public parking spaces which are required by the Environmental Impact Statement described in Section 6.4, may be constructed in the Public Transit Easements in a location to be determined by the parties. The costs for construction of this parking shall be paid by RTD and RTD shall derive all revenues and incur all applicable costs and operating expenses generated by this parking.

6.4 Environmental Impact Statement. All public parking proposed shall be consistent with the requirements set forth in Table 2-2, page 2-33 of the "Final Environmental Impact Statement for the Los Angeles Rail Rapid Transit Project, Metro Rail, U.S. Dept. of Transportation, UMTA and SCRTD," dated December, 1983 and incorporated herein by reference.

## 7. FINANCING

7.1 Objectives. The objectives of the parties in negotiating the Development Agreement are to minimize the cost of financing the Project and to maximize tax-exempt and grant funding to the extent available.

7.2 Phase I. Each party shall fully disclose to the other the methods of financing contemplated in developing Phase I and the cost of issuance of tax-exempt and taxable financing. A financing "task force" (comprised of the RTD Project Manager, the Catellus Project Manager and such other individuals as RTD and Catellus shall respectively appoint) shall be established to determine the method of financing for the Project. RTD reserves the right to approve the structure of the proposed financing and to determine the terms, rate, counsel, underwriters, accountants and consultants utilized in obtaining Project financing, subject to recommendations and approval of Catellus.

7.3 Phase II. RTD and Catellus, using the financing "task force", shall jointly determine the financing mechanism for Phase II and both parties shall have the right to approve the terms, rates and costs of such financing.

7.4 Public Infrastructure Financing. RTD and Catellus shall agree to a methodology for (a) financing infrastructure costs including the cost of the Public Transit Easements and Public Transit Improvements and (b) allocating the infrastructure costs associated with the Project to the different components of the Project and other properties within the larger Union Station Master Plan (e.g. Mello-Roos, Mark-Roos or other public improvement assessment financing). All costs associated with construction of the Public Transit Improvements must be covered by either grant monies or other public funds which legitimately may be applied. Such costs shall be segregated in the development budget from the costs of the RTD Space, Market-Rate Space and the Phase II Improvements and shall not be included in the debt borne by such improvements. "Additional costs" shall be those costs which would be incurred in connection with development of the joint development project around the Public Transit Improvements but

would not be required if only the Public Transit Improvements (including below grade structured public parking) were constructed on the Site without said joint development. Additional costs shall be included in the debt borne by the Phase I Improvements, Phase II Improvements or such other improvements upon the Site as may be responsible for the creation of such additional costs.

**7.5 Reserves or Contingencies.** The development budget shall provide for reserve or contingency funds to be used to cover the additional rental and related relocation, demolition and tenant improvement expenses which shall become due and payable to RTD in the event the Phase I Improvements are not completed in accordance with the schedule set forth in the Development Agreement. The development budget shall also include furnishings, fixtures and equipment as designated by RTD.

**7.6 RTD Costs and Expenses.** Funding for development of the Public Transit Improvements, the Phase I Improvements and acquisition of the Phase I Site and Public Transit Easements, including applicable and appropriate costs and expenses associated with such development and acquisition, shall be obtained by RTD. RTD and Catellus shall determine which of such costs are reimbursable and shall establish reimbursement procedures for costs, expenses and service fees in appropriate contractual agreements. RTD's participation in the Project (Section 2.3) shall be deemed sufficient compensation for its cost and expenses in funding Phase I. Should RTD assist Catellus in obtaining the General Plan amendment referred to in Section 3.2.1(c) or a transfer of development rights, density bonuses, waivers or other permits allowing increased FAR upon the Site, RTD will be compensated for costs associated with (i) Phase I, out of the Phase I financing and (ii) Phase II, by Catellus, unless other appropriate and less costly funding is obtained by RTD for the staff time utilized in seeking or obtaining such increased FAR.

**7.7 Catellus Costs and Expenses.** Funding for development of the Phase II Improvements (exclusive of Public Transit Improvements) and acquisition of the Phase II Site (exclusive of Public Transit Easements) including applicable and appropriate costs and expenses associated with such development and acquisition shall be obtained by Catellus. RTD and Catellus shall determine which of such costs are reimbursable and shall establish reimbursement procedures for costs, expenses and service fees in appropriate contractual agreements. Catellus' participation in the Project (see Section 2.3) shall be deemed sufficient compensation for its cost and expenses in funding Phase II.



8. MISCELLANEOUS

8.1 Date, Costs of Completion. Catellus shall present to RTD a preliminary schedule of completion for Phase I, consistent with the schedule of completion for the Public Transit Improvements, which shall be incorporated into the Development Agreement. Catellus shall proceed diligently with design and construction of the Phase I Improvements, subject to events of force majeure and tenant delays. Upon award of bids and execution of the construction contract for the Phase I Improvements, Catellus shall cause the contractor to provide a bond guaranteeing timely, lien-free completion of the Phase I Improvements by a date certain agreed to by RTD and Catellus, pursuant to a guaranteed maximum price construction contract.

8.2 Performance. Each party reserves the right at any time during the negotiations to request and obtain additional information and data from the other party. RTD reserves the right at any time to obtain further information, data and commitments as reasonably necessary to ascertain Catellus's capability, intent and commitment to develop the Site expeditiously.

8.3 Mutual Assistance. In requesting the assistance of the other party, each party shall prepare and submit a written statement or statements clearly detailing the nature, form and extent of any assistance requested. Upon receipt of such written request, the staff of the party receiving the request shall use diligent efforts to provide the requesting party with appropriate information and assistance.

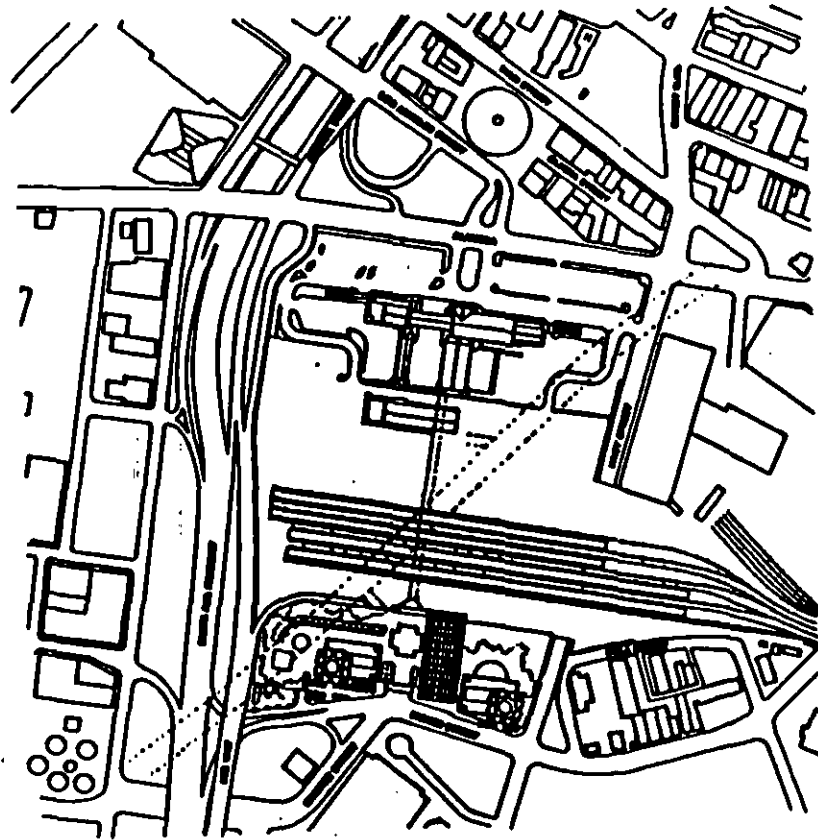
8.4 Progress Reports. If requested by either party, the other party shall promptly present periodic oral briefings or written progress reports to the requesting party's project manager advising the requesting party on pertinent matters and studies in progress.

8.5 Drafting Responsibility. Counsel for RTD and Catellus shall cooperate in preparation of drafts of the Development Agreement and the Public Transit Provisions. The final agreements shall be prepared according to the form agreed to by the parties, subject to final approval as to form by the General Counsel of RTD.

EXHIBIT D

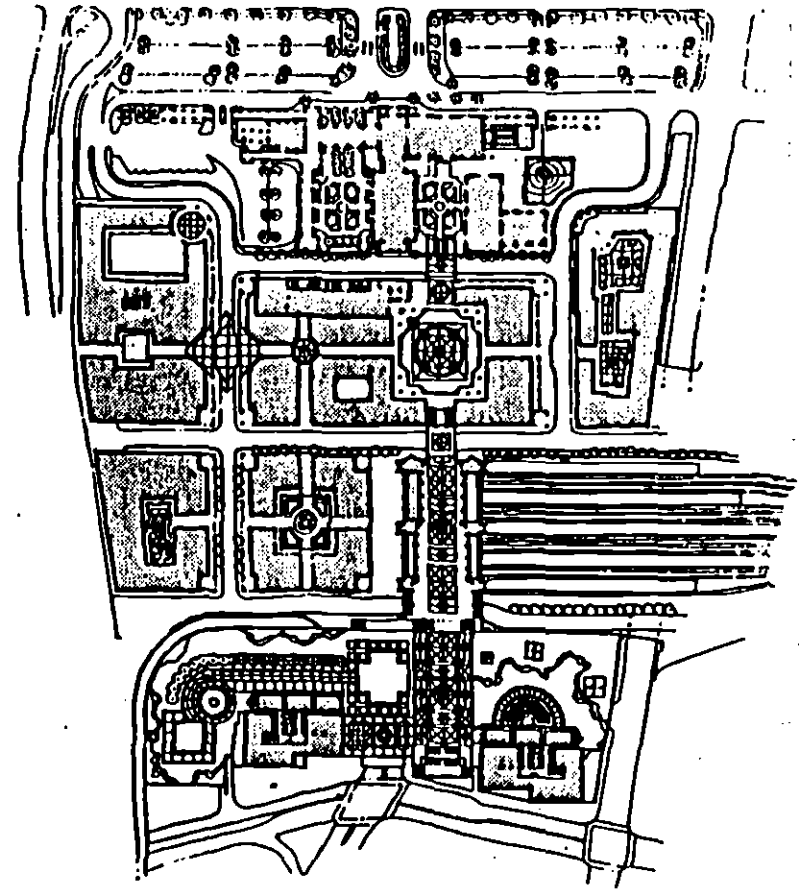
1. RTD HEADQUARTERS REQUEST FOR PROPOSAL DATED FEBRUARY 26, 1990 (ON FILE AT RTD AND INCORPORATED HEREIN BY REFERENCE).
2. RTD NEEDS ASSESSMENT AND UPDATE DATED AUGUST, 1989 (ON FILE AT RTD AND INCORPORATED HEREIN BY REFERENCE).
3. DOCUMENTS COMPRISING THE GATEWAY CENTER PROPOSAL AND RTD RESPONSES (EACH ON FILE AT RTD AND INCORPORATED HEREIN BY REFERENCE).
  - a. RTD's transmittal of Headquarters Request For Proposals to Santa Fe Pacific Realty Corporation ("SFPR"), February 27, 1990.
  - b. Los Angeles Gateway Center at Union Station, a Joint Venture Proposal to RTD by SFPR; Proposals dated January 5, 1990 and March 23, 1990.
  - c. RTD's transmittal of second round questions and comments to SFPR, April 29, 1990.
  - d. SFPR's Response to RTD's Initial Questions and Comments dated May 4, 1990.
  - e. Round II Follow-up Meeting Response from SFPR to RTD dated June 8, 1990.
  - f. RTD's response to Catellus interview questions, August 2, 1990.
  - g. RTD's comments on clarification of outstanding issues on Catellus proposal, August 23, 1990.
  - h. Letter dated September 10, 1990 from Mr. Ted Tanner to Ms. Velma Marshall, detailing Catellus' final response to RTD.
  - i. Board authorization of selection of Catellus for exclusive negotiations, September 13, 1990.
  - j. Notice of Selection to Catellus, September 19, 1990.
  - k. RTD transmittal of DBE Opportunity Criteria List, October 23, 1990.

EXHIBIT E  
WORK PLANS



SITE PLAN:

- INITIAL DEVELOPMENT (PHASE 1 & 2)



PEDESTRIAN CIRCULATION :

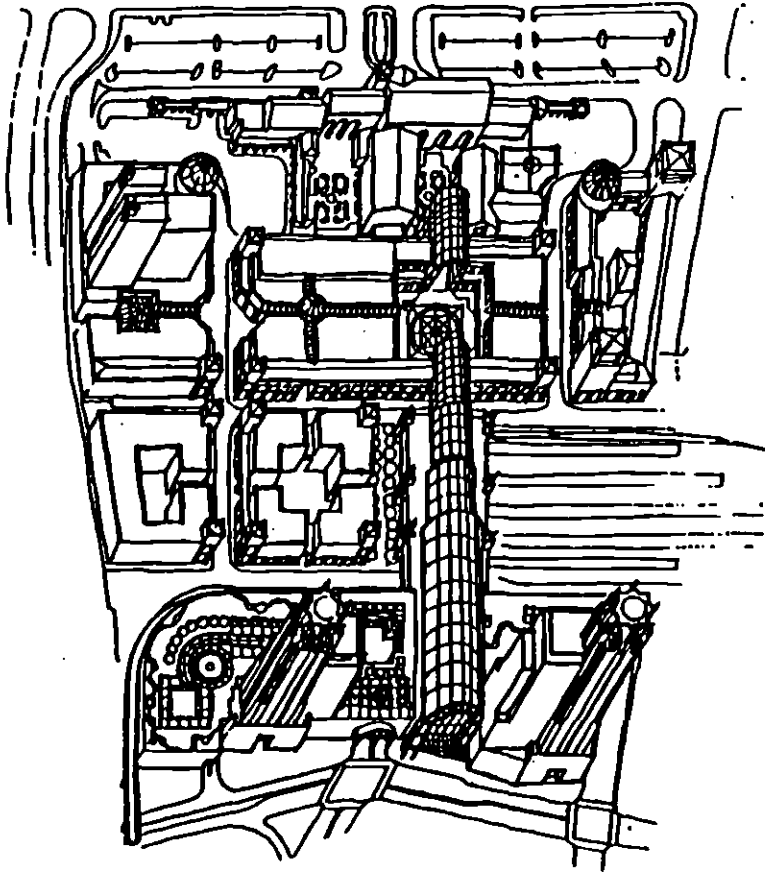
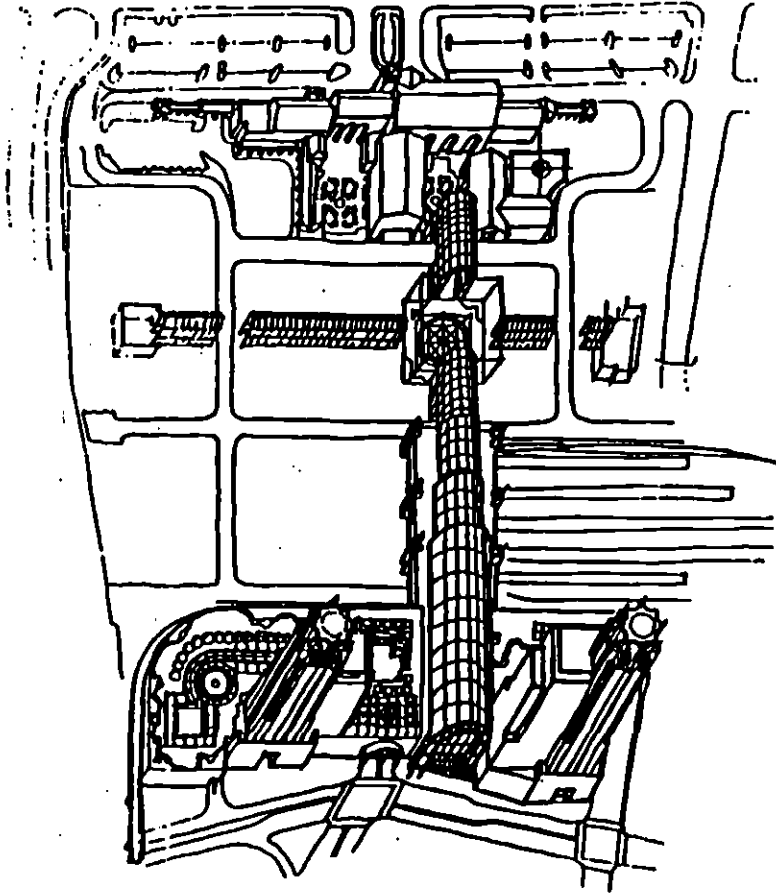
- A SEQUENCE OF COURTYARDS, GARDENS, ARCADES AND PLAZAS LINKING PHASES 1 & 2 . TO FUTURE DEVELOPMENT AND UNION STATION.

# LOS ANGELES • GATEWAY CENTER • AT UNION STATION

A JOINT VENTURE PROPOSAL BY THE  
 SOUTHERN PACIFIC REALTY CORPORATION TO  
 THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

HILLMUTH, OBATA, & KASSABAUM  
 KENNARD DESIGN GROUP  
 ASSOCIATED ARCHITECTS





ARMATURE FOR FUTURE DEVELOPMENT:

- CONCOURSE / SPINE
- INSULAR ROAD / PARCELIZATION

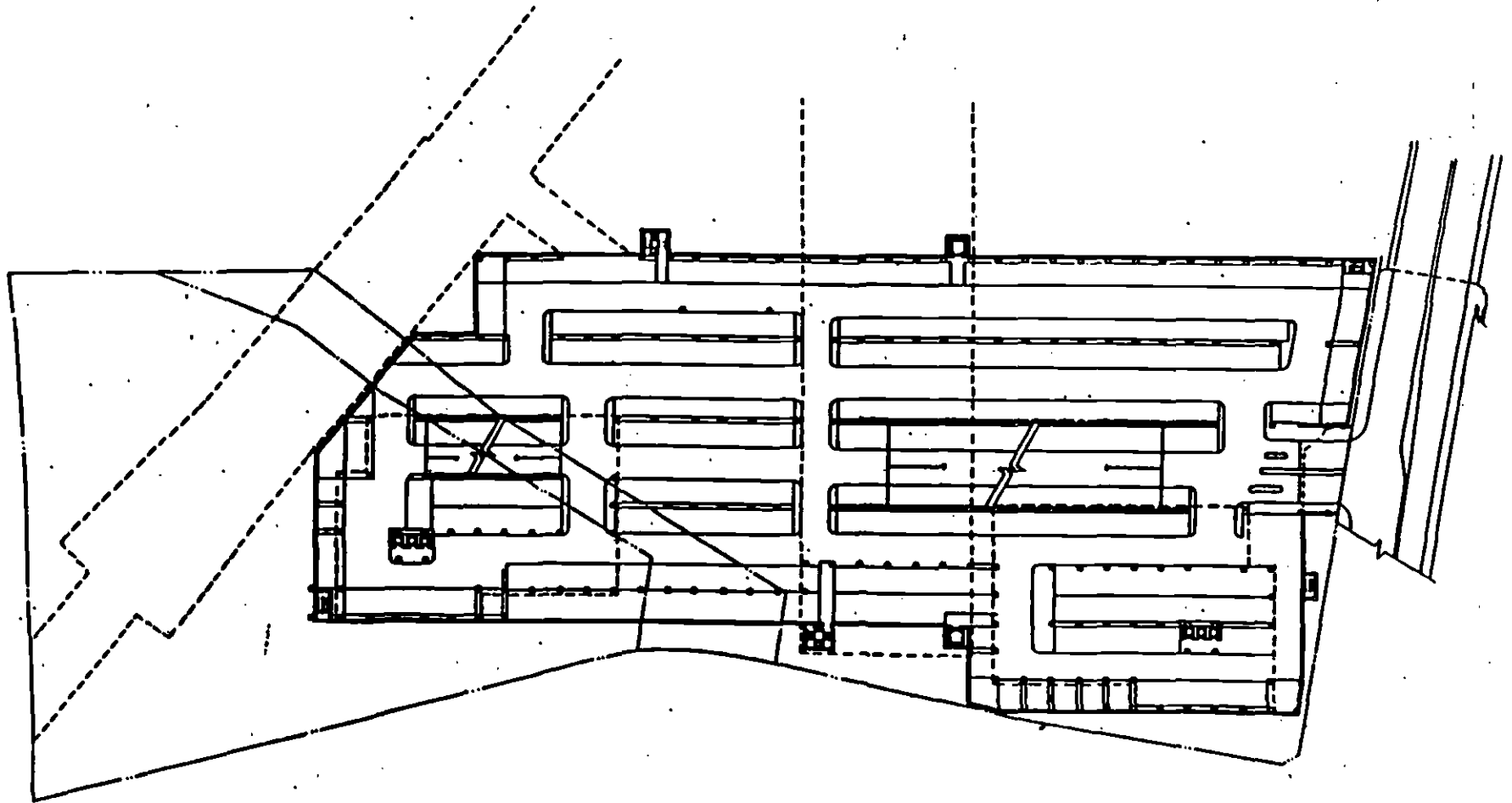
FULLY DEVELOPED GATEWAY CENTER

LOS ANGELES • GATEWAY CENTER • AT UNION STATION

A JOINT VENTURE PROPOSAL BY THE  
 SANTA FE PACIFIC REALTY CORPORATION TO  
 THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

H E L L M U T H , O B A T A , & K A S S A B A U M  
 K E N N A R D D E S I G N G R O U P  
 A S S O C I A T E D A R C H I T E C T S





LOWER PARKING LEVEL PLAN

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A JOINT VENTURE PROPOSAL BY THE  
SANTA MONICA PACIFIC REALTY CORPORATION TO  
THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

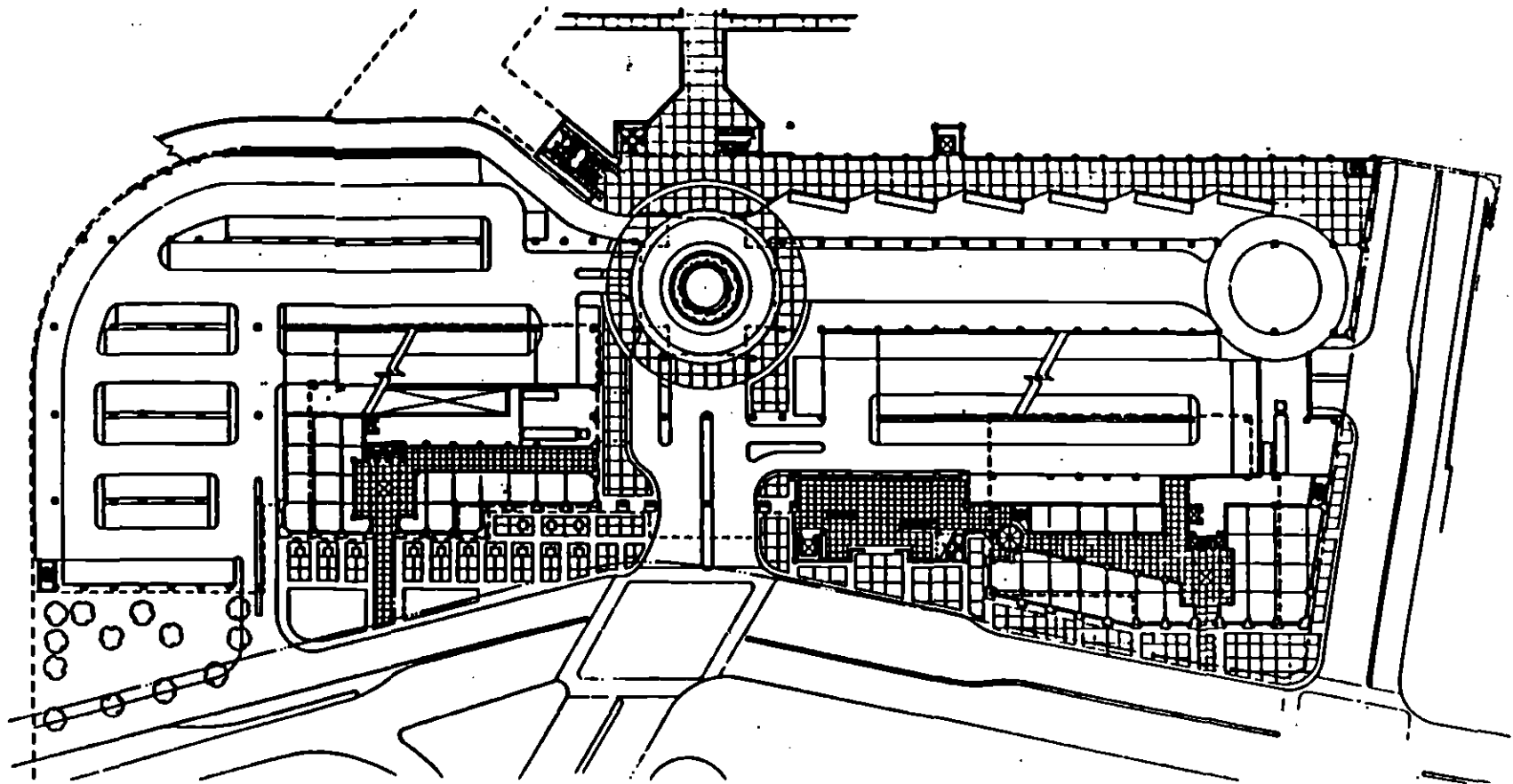
HELLMUTH, OBATA, & KASSABAUM  
KENNARD DESIGN GROUP  
ASSOCIATED ARCHITECTS



EXHIBIT E

E-4

WORK PLANS



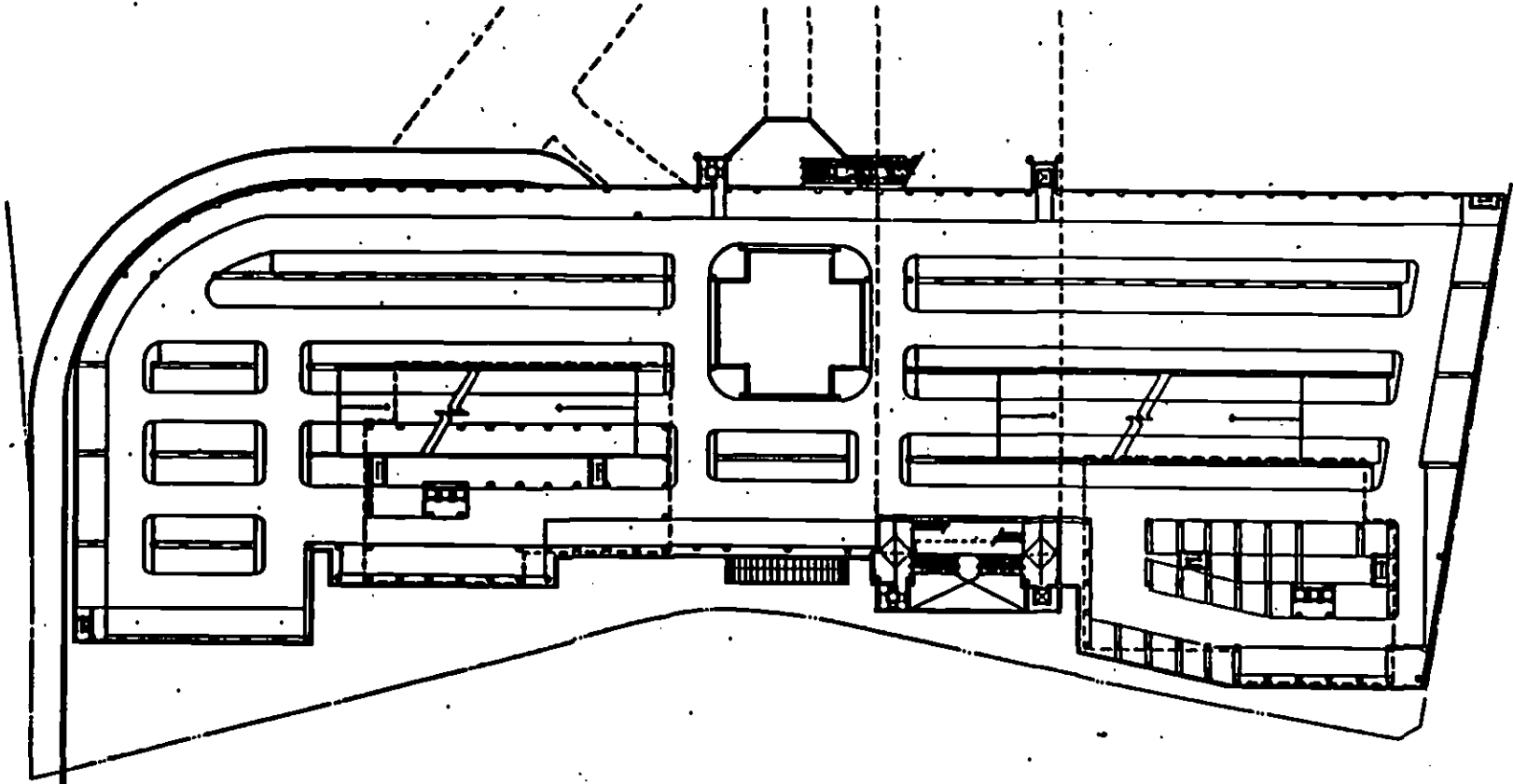
GROUND FLOOR - PARKING AND TRANSIT CENTER PLAN

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A JOINT VENTURE PROPOSAL BY THE  
SANTA FE PACIFIC REALTY CORPORATION TO  
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UPPER LEVEL - PARKING PLAN

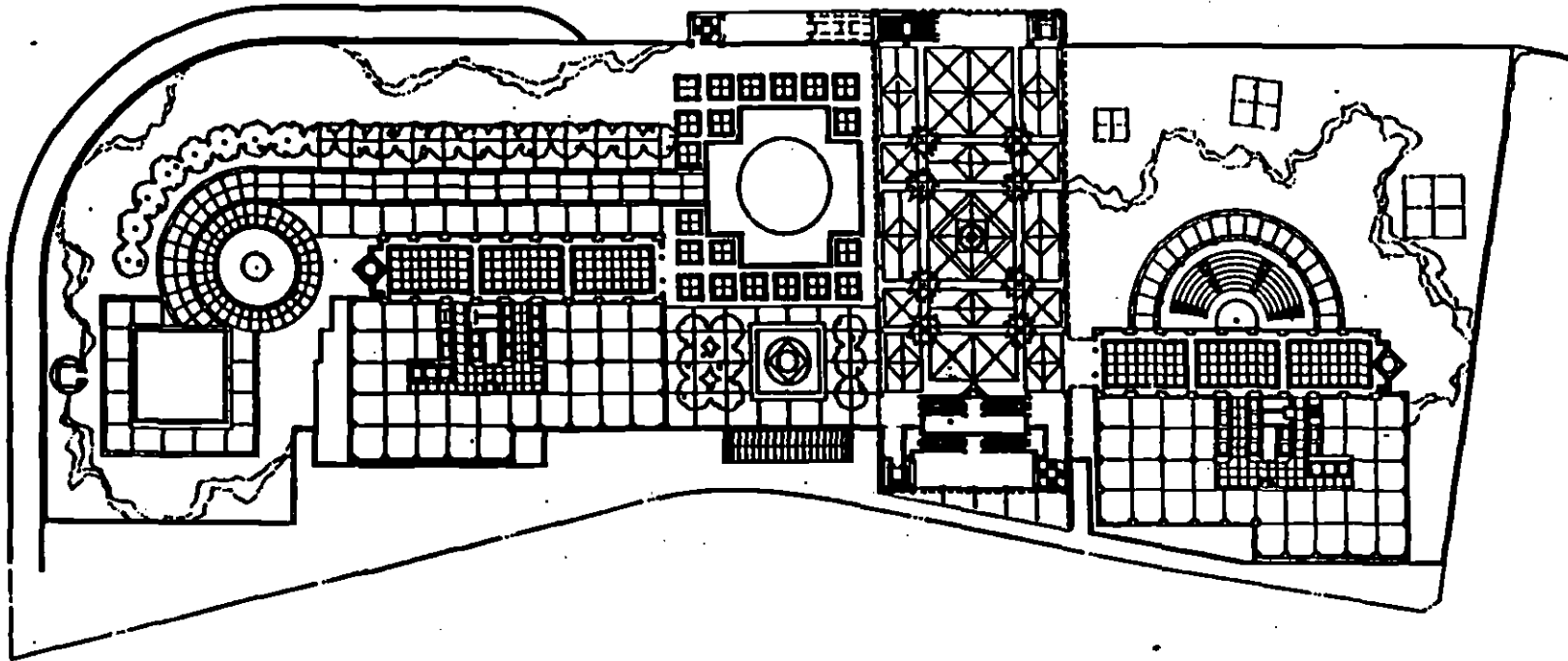
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SANTA ANGELO PACIFIC REALTY CORPORATION TO  
THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

HELLMUTH, OBATA, & KASSABAUM  
KENNARD DESIGN GROUP  
ASSOCIATED ARCHITECTS







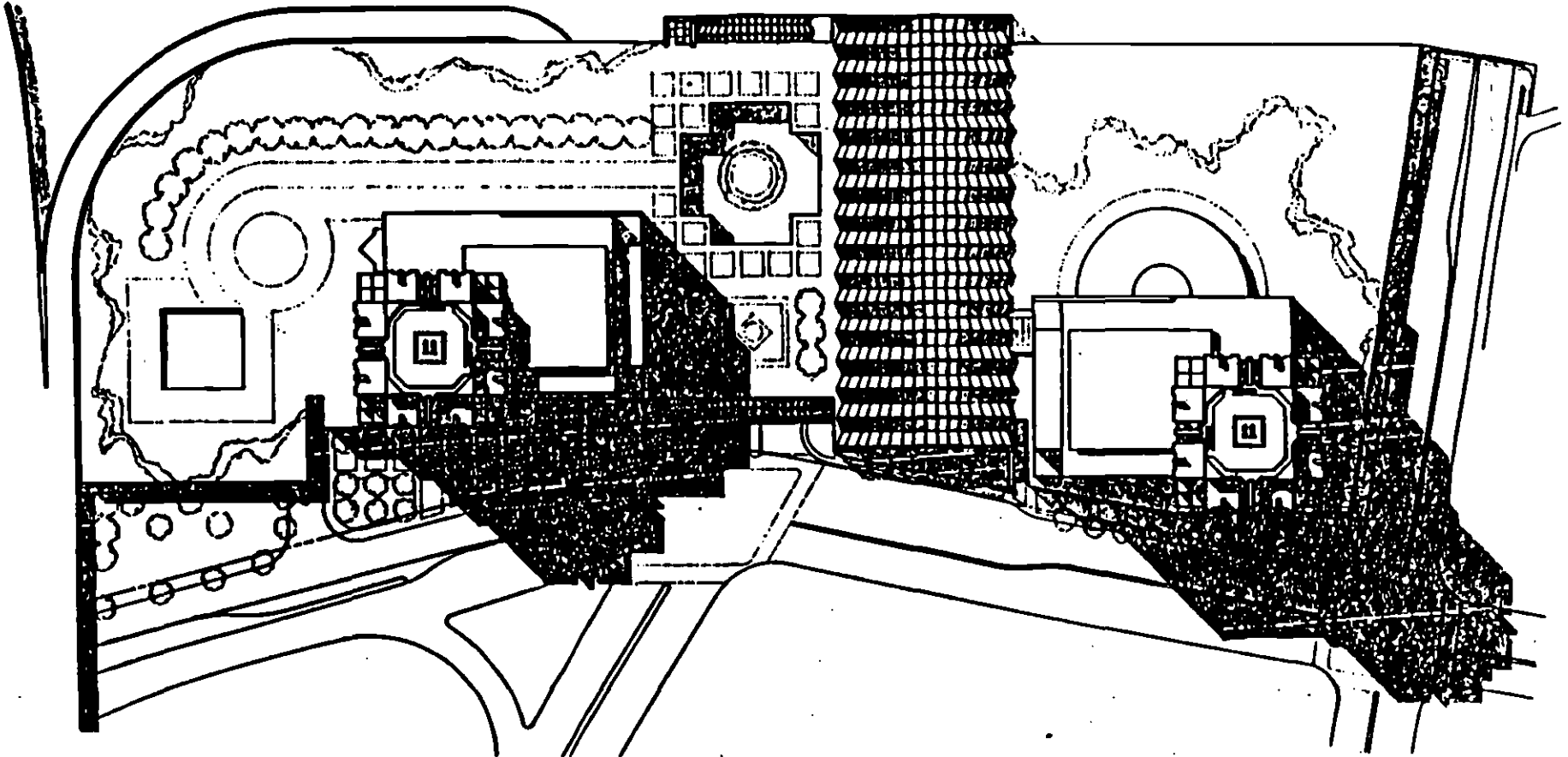
MAIN LOBBY AND CONCOURSE LEVEL PLAN

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A JOINT VENTURE PROPOSAL BY THE SANTA FE PACIFIC REALTY CORPORATION TO THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

HILLMUTH, OBATA, & KASSABAUM KENNARD DESIGN GROUP ASSOCIATED ARCHITECTS





ROOF PLAN

WORK PLANS

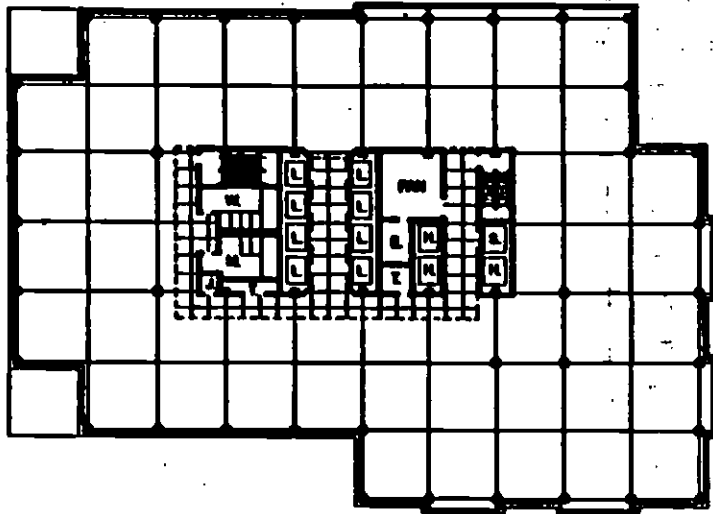
LOS ANGELES • GATEWAY CENTER • AT UNION STATION



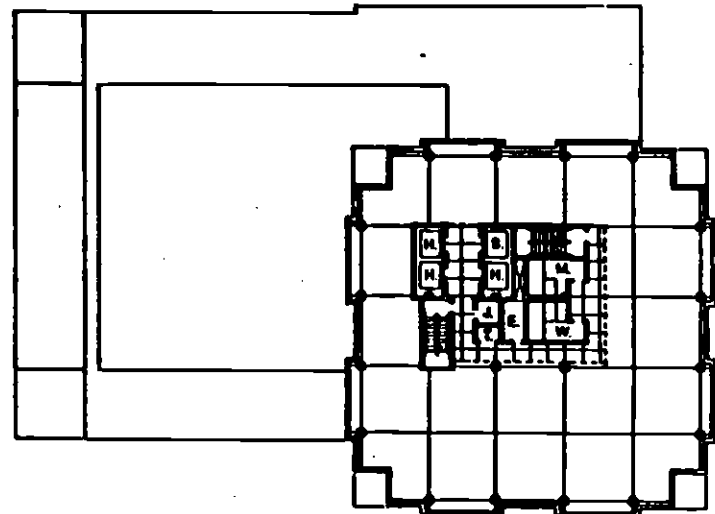
A JOINT VENTURE PROPOSAL BY THE  
 SANTA PACIFIC REALTY CORPORATION TO  
 THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

HELLMUTH, OBATA, & KASSABAUM  
 KENNARD DESIGN GROUP  
 ASSOCIATED ARCHITECTS





TYPICAL TOWER LOW-RISE PLAN



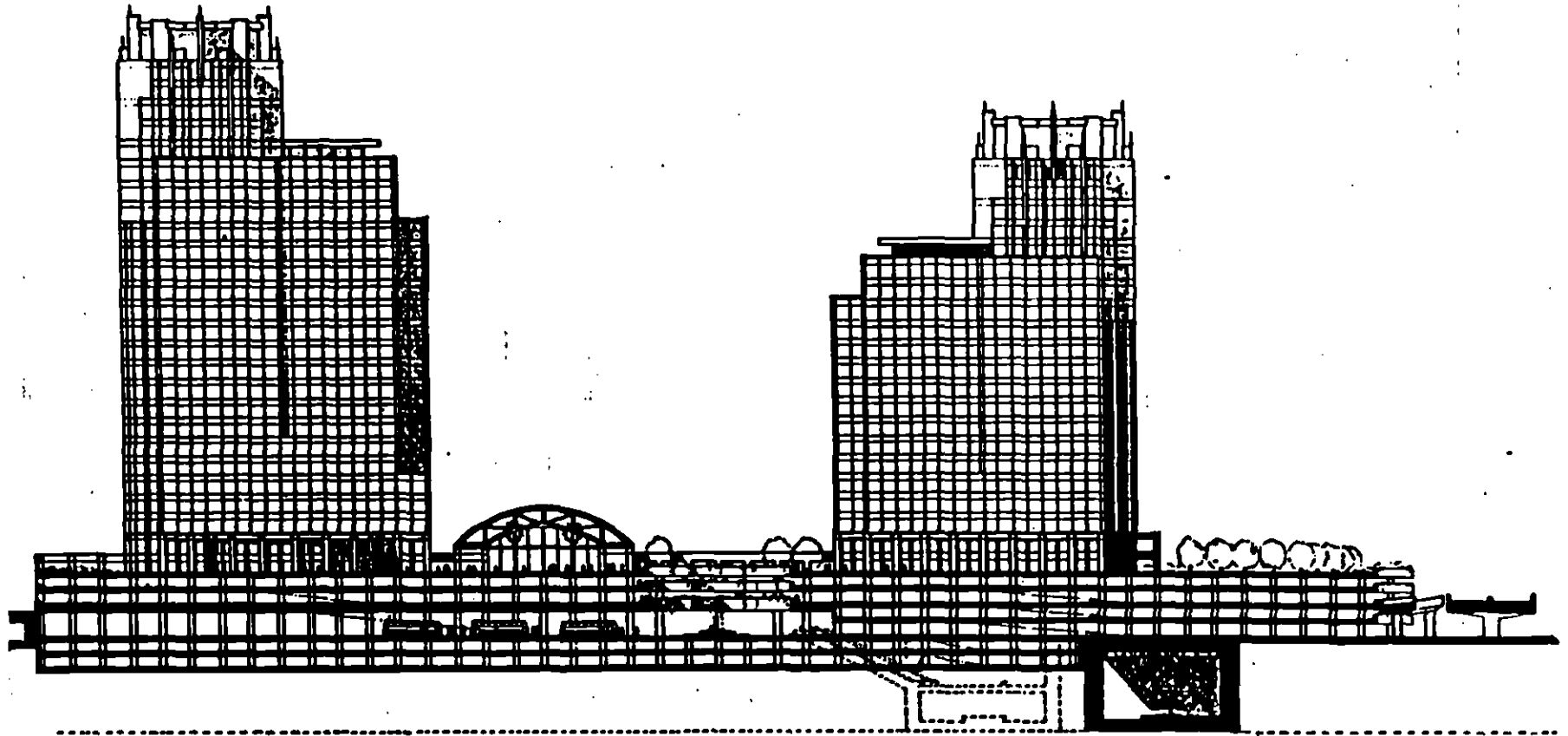
TYPICAL TOWER HIGH-RISE PLAN

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A JOINT VENTURE PROPOSAL BY THE SANTA FE PACIFIC REALTY CORPORATION TO THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

HILLMUTH, OBATA, & KASSABAUM KENNARD DESIGN GROUP ASSOCIATED ARCHITECTS





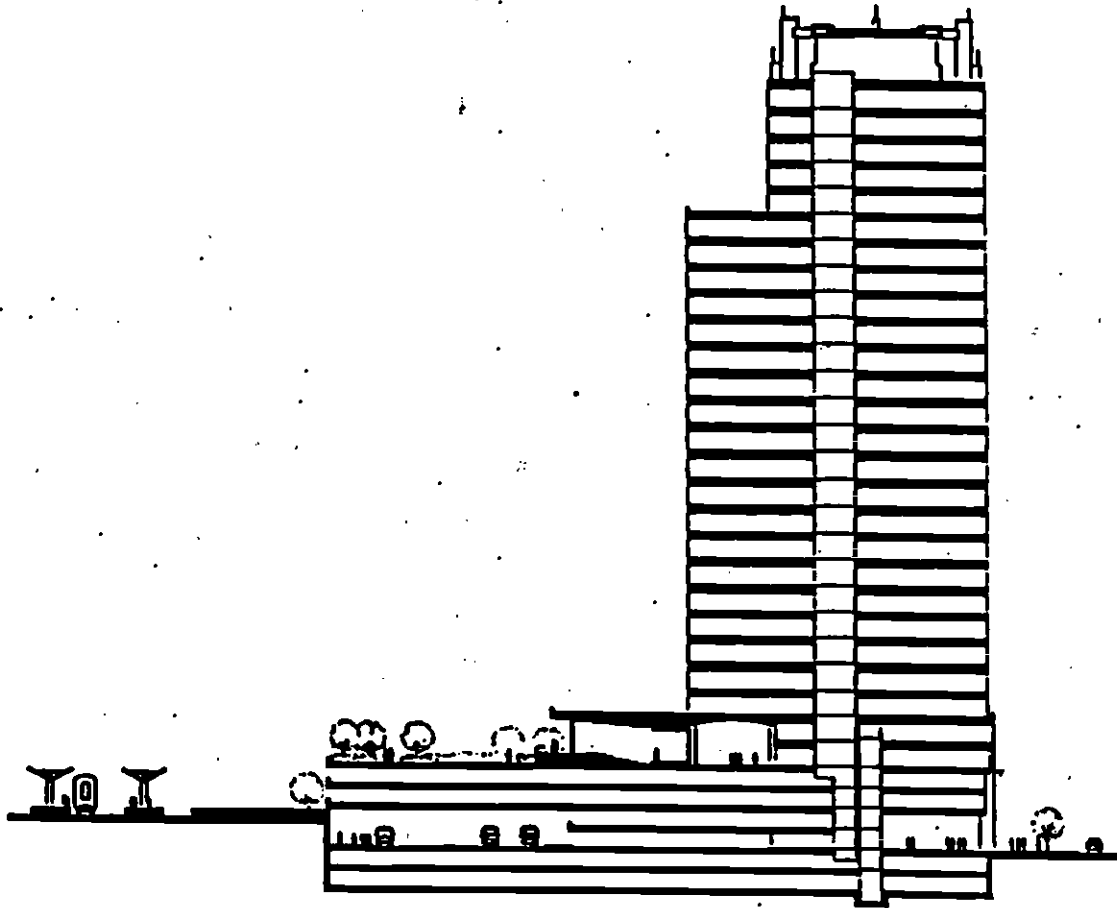
"A" - SECTION THROUGH PARKING AND TRANSIT CENTER

LOS ANGELES • GATEWAY CENTER • AT UNION STATION

A JOINT VENTURE PROPOSAL BY THE SANTA ANTONIO PACIFIC REALITY CORPORATION TO THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

HELLMUTH, OBATA, & KASSABAUM KENNARD DESIGN GROUP ASSOCIATED ARCHITECTS





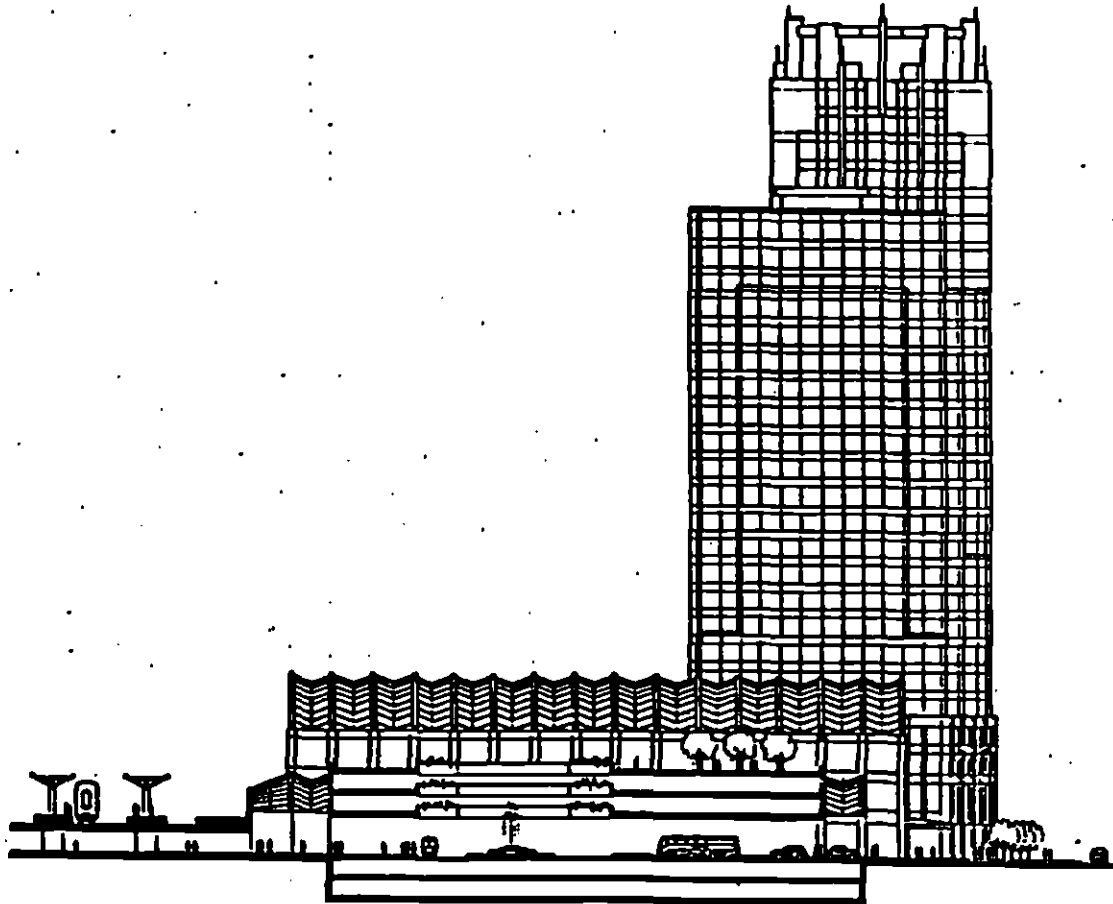
"B" - SECTION THROUGH TOWER

LOS ANGELES • GATEWAY CENTER • AT UNION STATION

A JOINT VENTURE PROPOSAL BY THE  
SANTA FE PACIFIC REALTY CORPORATION TO  
THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

HILLMUTH, OBATA, & KASSABAUM  
KENNARD DESIGN GROUP  
ASSOCIATED ARCHITECTS





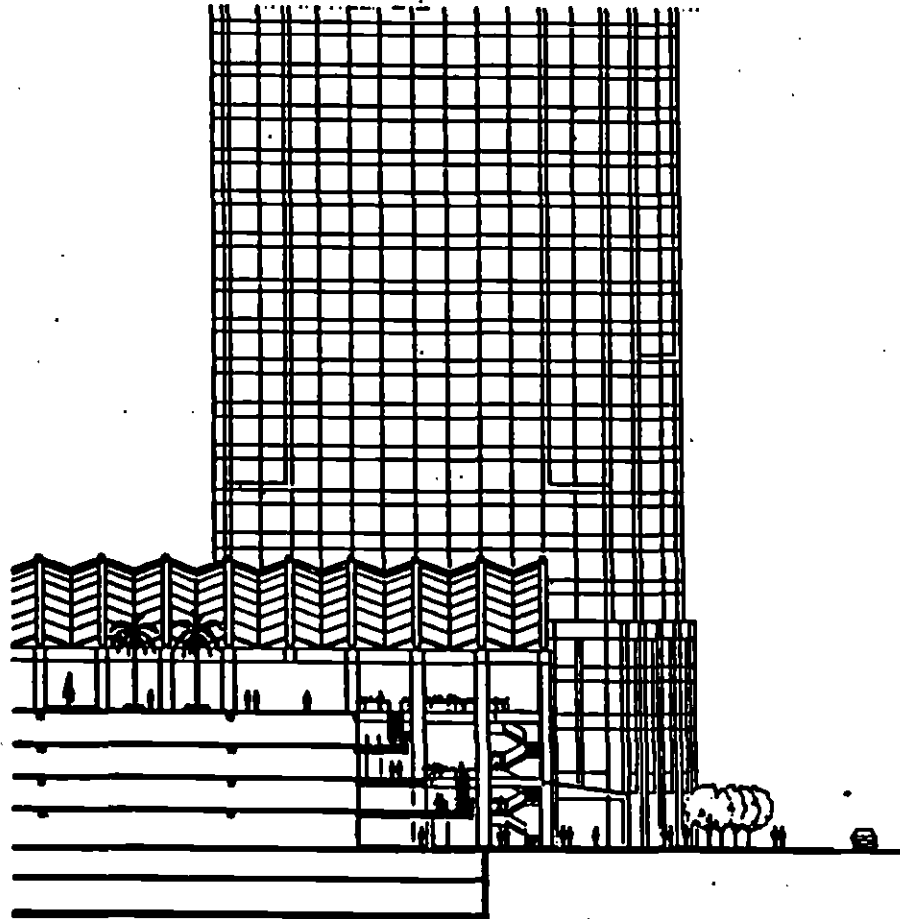
"C" - SECTION THROUGH TRANSIT CENTER COURT

LOS ANGELES • GATEWAY CENTER • AT UNION STATION

A JOINT VENTURE PROPOSAL BY THE  
SANTA ANTONIO PACIFIC REALTY CORPORATION TO  
THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

HELLMUTH, OBATA, & KASSABAUM  
KENNARD DESIGN GROUP  
ASSOCIATED ARCHITECTS





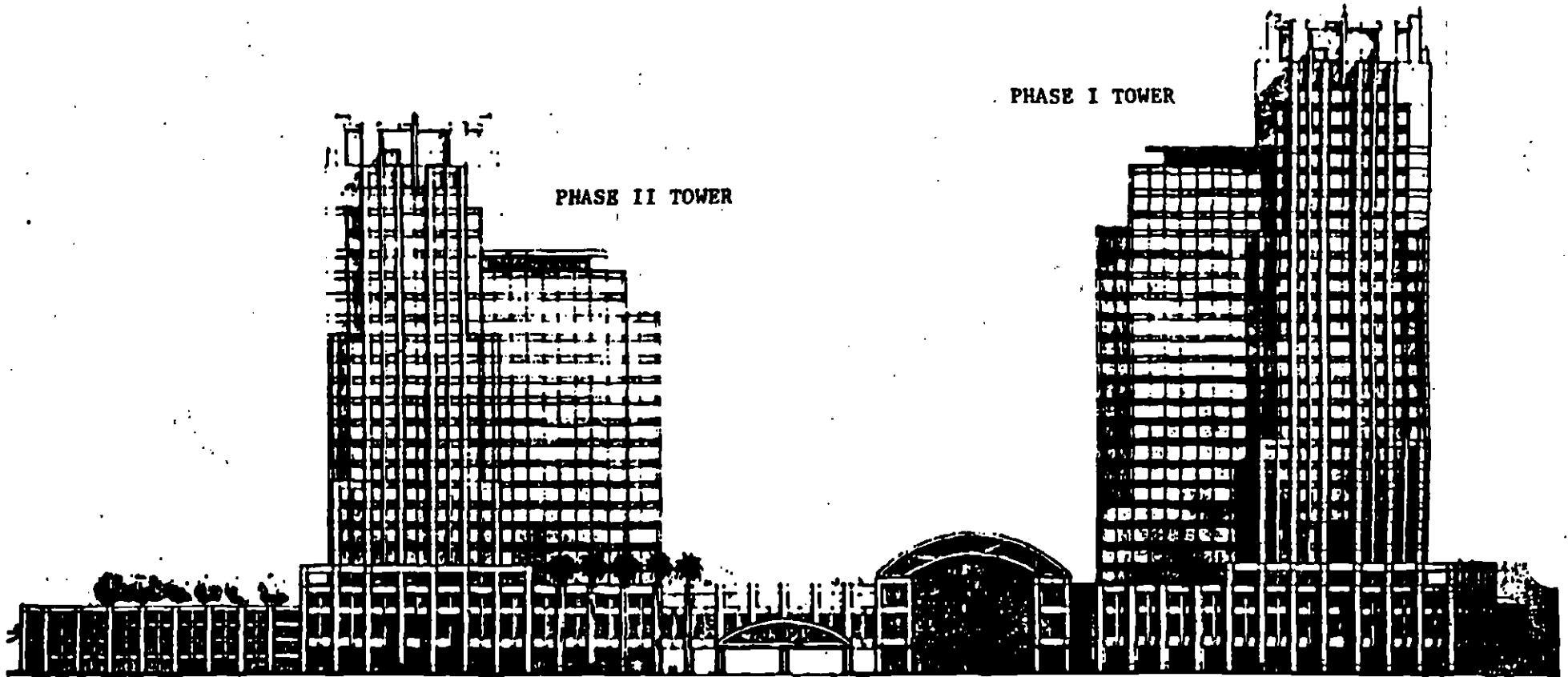
"D" SECTION THROUGH CONCOURSE  
GATEWAY CENTER ENTRY

LOS ANGELES • GATEWAY CENTER • AT UNION STATION

A JOINT VENTURE PROPOSAL BY THE  
SANTA FE PACIFIC REALTY CORPORATION TO  
THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

HELLMUTH, OBATA, & KASSABAUM  
KENNARD DESIGN GROUP  
ASSOCIATED ARCHITECTS





VIGNES STREET ELEVATION







## CHICAGO TITLE

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800 SOUTH FIGUEROA ST., SUITE 960, LOS ANGELES, CA 90017 • (213) 488-4348 • FAX (213) 891-0834

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DATE: August 21, 1990

TO: Ted Tanner  
Catellus Development  
800 North Alameda Street #100  
Los Angeles, CA 90012

RE: CHICAGO TITLE ORDER # : 9019580-27  
NBU COORDINATION FILE # : 971877-56  
TRANSACTION NAME : SANTA FE PACIFIC REALTY CORP.

ENCLOSED PLEASE FIND THE ITEM(S) LISTED BELOW IN CONNECTION WITH THE ABOVE REFERENCED TRANSACTION:

1. Preliminary Title Report dated August 14, 1990.

THANK YOU FOR CHOOSING CHICAGO TITLE TO INSURE THIS TRANSACTION WE VALUE YOUR BUSINESS. SHOULD YOU HAVE ANY QUESTIONS, OR NEEDS RELATING TO THIS OR ANY OTHER MATTER, PLEASE DO NOT HESITATE TO CALL ME, MY DIRECT LINE IS 213/488-4348.

REINA P. DUARTE  
EXECUTIVE SALES ASSISTANT  
SPECIAL PROJECTS

Issuing office: **CHICAGO**  
**Title Company**  
 3280 EAST FOOTHILL BLVD.  
 PASADENA, CALIFORNIA 91107  
 (818) 793-7710

**CHICAGO TITLE**  
 800 S. FIGUEROA # 600 - ESCROW DEPT.  
 LOS ANGELES, CALIFORNIA 90017

**FAX:**

**ATTN: REINA P. DUARTE**

**Your Ref:**  
**Order Ref: L.A. PASSENGER TERMIN**  
**Order No: 9019580 -27**

Dated as of August 14, 1990 at 7:30 A.M.

In response to the above referenced application for a policy of title insurance, **CHICAGO TITLE COMPANY** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception in Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in the attached list. Copies of the policy forms should be read. They are available from the office which issued this report.

**THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.**

The form of policy of title insurance contemplated by this report is:

	Standard Coverage	Extended Coverage
California Land Title Association Standard Coverage Policy	<input type="checkbox"/>	<input type="checkbox"/>
American Land Title Association Owner's Policy	<input type="checkbox"/>	<input type="checkbox"/>
A.L.T.A. Residential Title Insurance Policy	<input type="checkbox"/>	<input type="checkbox"/>
American Land Title Association Loan Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>

*Pat Henry*  
 Title Officer, PAT HENRY/W.NAKAGAWA-4575

## SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE AS TO PARCELS 1 THROUGH 6, 8, 9 AND 10 AN EASEMENT AS TO PARCEL 7

2. Title to said estate or interest at the date hereof is vested in:

SANTA FE PACIFIC REALTY CORPORATION, A DELAWARE CORPORATION, AS TO PARCELS 1, 2, 3, 4, 6 AND 7 A 56 PERCENT INTEREST IN PARCEL 5, A 23 PERCENT INTEREST IN PARCEL 8 AND A 23 PERCENT INTEREST IN PARCEL 9

SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, AS TO A 44 PERCENT INTEREST IN PARCEL 5, 8, 9, AND 10.

THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY, A DELAWARE CORPORATION, AS TO A 33 PERCENT INTEREST IN PARCELS 8, 9 AND 10.

UNION PACIFIC RAILROAD COMPANY, A UTAH CORPORATION, A 23 PERCENT INTEREST IN PARCEL 10

3. The land referred to in this report is situated in the State of California, County of LOS ANGELES and is described as follows:

AS DESCRIBED IN EXHIBIT ATTACHED HERETO

## DESCRIPTION

## PARCEL 1:

THOSE PORTIONS 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 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF THE "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D," IN SAID CITY, COUNTY, AND STATE AS PER MAP RECORDED IN BOOK 34 PAGE 90 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, TOGETHER WITH THOSE PORTIONS OF THE PESCHKE TRACT, IN SAID CITY, COUNTY, STATE AS PER MAP RECORDED IN BOOK 31 PAGE 45 OF MISCELLANEOUS RECORDS IN SAID RECORDER'S OFFICE, TOGETHER WITH THOSE PORTIONS OF THE "SUBDIVISION OF THE ALISO TRACT," IN SAID CITY, COUNTY, AND STATE, AS PER MAP RECORDED IN BOOK 4 PAGES 12 AND 13 OF MISCELLANEOUS RECORDS, IN SAID 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 RECORDER'S OFFICE, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF MACY STREET (80.00 FEET WIDE) AS SHOWN ON SAID TRACT NO. 10151, DISTANT NORTHWESTERLY 23.18 FEET FROM THE MOST NORTHERLY CORNER OF LOT B OF SAID TRACT NO. 10151, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES RECORDED AUGUST 28, 1936 AS INSTRUMENT NO. 5 IN BOOK 14393 PAGE 61 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION TO THE EASTERLY LINE OF LOT 1 OF SAID SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTHERLY LINES OF LOTS 1 TO 5 INCLUSIVE OF SAID SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D AND IT'S PROLONGATIONS THEREOF THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 5 TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT A OF SAID TRACT NO. 10151; THENCE ALONG SAID PROLONGATION TO THE MOST EASTERLY CORNER OF LOT A OF SAID TRACT NO. 10151; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT A NORTH 71 DEGREES 03 MINUTES 10 SECONDS WEST 1122.04 FEET TO THE MOST NORTHERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY LINES OF LOTS 1, 2 AND A OF SAID TRACT NO. 10151, SOUTH 10 DEGREES 07 MINUTES 30 SECONDS WEST 1125.78 FEET TO THE NORTHWEST CORNER OF THE LAND AS DESCRIBED IN PARCEL 71955-1 (AMENDED) IN THE FINAL ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES, COUNTY SUPERIOR COURT CASE NO. C416021 A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11, 1987, AS DOCUMENT NO. 87-366265 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY BOUNDARIES OF THE LAND AS DESCRIBED IN PARCEL 71955-1 (AMENDED) IN SAID FINAL ORDER OF CONDEMNATION, AS FOLLOWS: SOUTH 34 DEGREES 58 MINUTES 55 SECONDS EAST 9.90 FEET, SOUTH 10 DEGREES 01 MINUTES 05 SECONDS WEST 6.92 FEET, SOUTH 79 DEGREES 58 MINUTES 55 SECONDS EAST 13.38 FEET, SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 109.08 FEET, THROUGH CENTRAL ANGLE OF 45 DEGREES 34 MINUTES 36 SECONDS, AN ARC DISTANCE OF 86.77 FEET, SOUTH 34 DEGREES 24 MINUTES 19 SECONDS EAST 41.39 FEET, SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 150.92 FEET, THROUGH CENTRAL ANGLE OF 43 DEGREES 43 MINUTES 13 SECONDS, AN ARC DISTANCE OF 115.16 FEET; SOUTH 78 DEGREES 07 MINUTES 32 SECONDS 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 DEGREES 38 MINUTES 16 SECONDS, AN ARC DISTANCE OF 28.56 FEET, TO A LINE PARALLEL WITH AND DISTANT EASTERLY 590.58 FEET, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 2, NORTH 10 DEGREES 01 MINUTES 05 SECONDS EAST 0.99 FEET, EASTERLY ALONG A NON-TANGENT CURVE CONCAVE

## DESCRIPTION

NORTHERLY AND HAVING A RADIUS OF 970.00 FEET, THROUGH CENTRAL ANGLE OF 10 DEGREES 04 MINUTES 26 SECONDS, AN ARC DISTANCE OF 170.55 FEET, EAST 140.00 FEET AND EASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 4330.00 FEET, THROUGH CENTRAL ANGLE OF 03 DEGREES 53 MINUTES 32 SECONDS AN ARC DISTANCE OF 294.15 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED APRIL 12, 1937 AS INSTRUMENT NO. 1137 IN BOOK 14861 PAGE 261 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND ITS PROLONGATION THEREOF TO A LINE THAT IS PARALLEL WITH AND DISTANCE 1239.00 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF ALAMEDA STREET (96.00 FEET WIDE) AS SHOWN ON SAID TRACT NO. 10151; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE MOST WESTERLY CORNER OF THE LAND AS DESCRIBED IN PARCEL 2 IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED DECEMBER 28, 1945, AS INSTRUMENT NO. 1224 IN BOOK 22651 PAGE 63 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 2 IN SAID LAST MENTIONED DEED TO THE CITY OF LOS ANGELES TO THE MOST NORTHERLY CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE CONTINUATION OF SAID LAST MENTIONED NORTHWESTERLY LINE TO THE MOST WESTERLY CORNER OF 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 SOUTHWESTERLY 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 WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF MACY STREET (80.00 FT WIDE) AS SHOWN ON SAID TRACT NO. 10151, DISTANT NORTHWESTERLY 23.18 FEET FROM THE MOST NORTHERLY CORNER OF LOT B OF SAID TRACT NO. 10151, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED AUGUST 28, 1936, AS INSTRUMENT NO. 5 IN BOOK 14393 PAGE 61 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE NORTHWESTERLY LINE OF LOT 4 OF SAID SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D); THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO A LINE THAT IS PARALLEL WITH AND DISTANT 1239.00 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF ALAMEDA STREET (96.00 FEET) AS SHOWN ON SAID TRACT NO. 10157; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE SOUTHWESTERLY LINE OF LOT 8 OF SAID SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO DEC'D; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF LOTS 8, 9, 10, 11 AND 12 OF SAID SUBDIVISION OF PART OF THE ESTATE OF YNUARIO DEC'D TO AND ALONG THE SOUTHWESTERLY LINE OF LOT 5 OF SAID TRACT NO. 10151 TO THE NORTHWESTERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 1 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 AND NORTHERLY ALONG SAID NORTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF SAID HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES, TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN 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 MISCELLANBOUS :

## DESCRIPTION

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. 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:

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 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 SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET AS SHOWN ON SAID MAP OF TRACT NO. 10151; THENCE NORTHWESTERLY ALONG SAID PROLONGED LINE 7.64 FEET TO THE SOUTHEASTERLY LINE OF SAID AVILA STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF AVILA STREET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 10 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO THE NORTHWESTERLY LINE OF SAID AVILA STREET; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

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

## PARCEL 2:

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

## DESCRIPTION

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. 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:

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 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 OF THE SOUTHWESTERLY LINE OF MACY STREET AS SHOWN ON SAID MAP OF TRACT NO. 10151; THENCE NORTHWESTERLY ALONG SAID PROLONGED LINE 7.64 FEET TO THE SOUTHEASTERLY LINE OF SAID AVILA STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF AVILA STREET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 10 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO THE NORTHWESTERLY LINE OF SAID AVILA STREET; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

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

## PARCEL 3:

THOSE PORTIONS OF THE R.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 15 PAGE 168 OF MAPS, TOGETHER

## DESCRIPTION

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 OF DECLARATION OF TAKING 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



## DESCRIPTION

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 CONVEYENCE OF SAID LAND.

**PARCEL 4:**

THOSE PORTIONS OF TRACT NO. 10151, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157 PAGES 45 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF THE "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D IN SAID CITY, COUNTY, AND STATE, AS PER MAP RECORDED IN BOOK 34 PAGE 90 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE AND TOGETHER WITH THOSE PORTIONS OF THE PESCHKE TRACT, IN SAID, CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 31 PAGE 45 OF MISCELLANEOUS RECORDS IN SAID RECORDERS OFFICE, DESCRIBED AS WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF MACY STREET (80.00 FEET WIDE) AS SHOWN ON SAID TRACT NO. 10151, DISTANT NORTHWESTERLY 23.18 FEET FROM THE MOST NORTHERLY CORNER OF LOT B OF SAID TRACT NO. 10151, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED AUGUST 28, 1936, AS INSTRUMENT NO. 5 IN BOOK 14393 PAGE 61 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE NORTHWESTERLY LINE OF LOT 4 OF SAID SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO A LINE THAT IS,

## DESCRIPTION

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PARALLEL WITH AND DISTANT 1239.00 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF ALAMEDA STREET (96.00 FEET) AS SHOWN ON SAID TRACT NO. 10151; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE SOUTHWESTERLY LINE OF LOT 8 OF SAID SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO DEC'D; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF LOTS 8, 9, 10, 11 AND 12 OF SAID SUBDIVISION OF PART OF THE ESTATE OF YNUARIO DEC'D TO AND ALONG THE SOUTHWESTERLY LINE OF LOT 5 OF SAID TRACT NO. 10151 TO THE NORTHWESTERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 1 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 AND NORTHERLY ALONG SAID NORTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF SAID HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES, TO THE POINT OF BEGINNING.

## PARCEL 5:

THOSE PORTIONS OF THE SEPULVEDA VINEYARD TRACT IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, 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 THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF TRACT NO. 3801, IN SAID CITY, COUNTY, AND STATE, AS PER MAP RECORDED IN BOOK 40 PAGE 94 OF MAPS, IN SAID RECORDERS OFFICE, 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 SOUTHEASTERLY CORNER OF LOT A OF TRACT 3801, AS PER MAP RECORDED IN BOOK 40 PAGE 94 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE FROM SAID POINT OF BEGINNING NORTH 30 DEGREES 04 MINUTES 15 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT A DISTANCE OF 21.64 FEET TO AN INTERSECTION WITH A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 585.00 FEET, THE RADIAL LINE AT SAID POINT OF INTERSECTION BEARING NORTH 12 DEGREES 43 MINUTES 59 SECONDS WEST, SAID POINT OF INTERSECTION ALSO BEING THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 34.81 FEET TO A POINT OF TANGENCY WITH A LINE BEARING SOUTH 80 DEGREES 40 MINUTES 35 SECONDS WEST, THE RADIAL LINE AT SAID POINT OF TANGENCY BEARING NORTH 9 DEGREES 19 MINUTES 25 SECONDS WEST; THENCE SOUTH 80 DEGREES 40 MINUTES 35 SECONDS WEST A DISTANCE OF 359.74 FEET TO A POINT 52 FEET NORTHERLY MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF ALHAMBRA AVENUE, VACATED; THENCE SOUTH 63 DEGREES 07 MINUTES 30 SECONDS WEST ALONG A LINE 52 FEET NORTHERLY OF AND PARALLEL TO SAID CENTER LINE OF ALHAMBRA AVENUE, VACATED, A DISTANCE OF 160.00 FEET TO AN ANGLE POINT; THENCE NORTH 89 DEGREES 43 MINUTES 20 SECONDS WEST A DISTANCE OF 80.31 FEET TO A POINT 62.00 FEET NORTHERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID ALHAMBRA AVENUE, VACATED; THENCE SOUTH 83 DEGREES 07 MINUTES 30 SECONDS WEST ALONG A LINE 62.00 FEET NORTHERLY OF AND PARALLEL TO SAID CENTER LINE OF ALHAMBRA AVENUE, VACATED, A DISTANCE OF 127.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 593.00 FEET, THE RADIAL LINE AT SAID BEGINNING OF CURVE BEARING NORTH 6 DEGREES 52 MINUTES 30 SECONDS WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18 DEGREES 10 MINUTES 00 SECONDS, AN ARC DISTANCE OF 188.02 FEET; THENCE TANGENT TO SAID CURVE SOUTH 64 DEGREES 57 MINUTES 30 SECONDS WEST 151.33 FEET TO A POINT IN THE WESTERLY LINE OF ALHAMBRA AVENUE, VACATED; THENCE SOUTH 46 DEGREES 59 MINUTES 40 SECONDS WEST ALONG

## DESCRIPTION

SAID WESTERLY LINE OF DISTANCE OF 59.80 FEET TO THE SOUTHERLY LINE OF ALHAMBRA AVENUE, VACATED; THENCE NORTH 83 DEGREES 07 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY LINE TO THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHERLY LINE OF LOT 1 OF TRACT 27145, AS PER MAP RECORDED IN BOOK 720 PAGES 24 AND 25 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A LENGTH OF 498.09 FEET; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 BEING A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 543.14 FEET AN ARC DISTANCE OF 265.72 FEET TO THE NORTHWESTERLY LINE OF LOT 10 OF TRACT 10151, AS PER MAP RECORDED IN BOOK 157 PAGES 45 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 10 TO THE SOUTHERLY LINE OF ALHAMBRA AVENUE, VACATED; THENCE NORTH 88 DEGREES 07 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY LINE AND ITS PROLONGATION THEREOF TO THE WESTERLY BOUNDARY OF THE OFFICIAL BED OF LOS ANGELES RIVER AS ESTABLISHED BY THE CITY OF LOS ANGELES ORDINANCE NO. 287 (O.S.) ON FILE IN THE CITY OF LOS ANGELES CLERK OFFICE; THENCE NORTHERLY ALONG SAID WESTERLY BOUNDARY TO THE NORTHERLY LINE OF ALHAMBRA AVENUE NOW VACATED; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE NORTHEASTERLY LINE OF BLOOM STREET NOW VACATED; THENCE NORTH 30 DEGREES 04 MINUTES 15 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID BLOOM STREET VACATED, TO THE EASTERLY INTERSECTION OF THAT CERTAIN CURVE HEREINBEFORE MENTIONED HAVING A RADIUS OF 585.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE TRUE POINT OF BEGINNING.

## PARCEL 6:

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

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

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

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

## PARCEL 7:

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

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

## DESCRIPTION

CONTINUING ALONG SAID NORTHWESTERLY LINE SOUTH 42 DEGREES 14 MINUTES 15 SECONDS WEST 89.11 FEET; THENCE SOUTH 47 DEGREES 45 MINUTES 45 SECONDS EAST 40 FEET TO THE SOUTHEASTERLY LINE OF SAID DATE STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 42 DEGREES 14 MINUTES 15 SECONDS EAST 86.88 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 48 DEGREES 36 MINUTES 40 SECONDS EAST 98.94 FEET TO THE 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 504 AND 505 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. 85810 ON FILE IN THE 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 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 THE 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. 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 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 BEGINNING.

## PARCEL 9:

THOSE PORTIONS OF BLOCK D 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 60.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) TO THE EASTERLY LINE OF LOT 9 IN SAID BLOCK D WITH THE NORTHERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 71955-1 (AMENDED) IN THE FINAL ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES, COUNTY

## DESCRIPTION

SUPERIOR COURT CASE NO. C416021, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11, 1987, DOCUMENT NO. 87-366265 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 101.08 FEET TO A POINT; SAID POINT BEING DISTANT THEREON 10.00 FEET NORTHERLY FROM THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHERLY LINE OF LOT 11 IN SAID BLOCK D; THENCE SOUTHWESTERLY ALONG A DIRECT LINE TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 11, SAID LAST MENTIONED POINT BEING DISTANT THEREON 70.00 FEET FROM THE SOUTHEAST CORNER OF LOT 9 IN SAID BLOCK D; THENCE EASTERLY ALONG THE SOUTHERLY LINES OF SAID LOTS 9 AND 11, A DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 9 TO THE NORTHWESTERLY LINE OF SAID BLOCK D THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINES TO SAID HEREINABOVE MENTIONED PARALLEL LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

## PARCEL 10:

THOSE PORTIONS OF BLOCK D 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 60.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) TO THE EASTERLY LINE OF 9 IN SAID BLOCK D WITH THE NORTHERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 71955-1 (AMENDED) IN THE FINAL ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES COUNTY SUPERIOR COURT CASE NO. C416021 A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11, 1987 AS DOCUMENT NO. 87-366265 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 101.08 FEET TO A POINT, SAID POINT BEING DISTANT THEREON 10.00 FEET NORTHERLY FROM THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHERLY LINE OF LOT 11 IN SAID BLOCK D; THENCE SOUTHWESTERLY ALONG A DIRECT LINE TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 11, SAID LAST MENTIONED POINT BEING DISTANT THEREON 70.00 FEET FROM THE SOUTHEASTERLY CORNER OF LOT 9 IN BLOCK D; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 11 TO A LINE THAT IS PARALLEL WITH AND DISTANT 1222.00 FEET EASTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF ALAMEDA STREET (96.00 FEET WIDE) AS SHOWN ON MAP OF TRACT NO. 10151, AS PER MAP RECORDED IN BOOK 157 PAGES 45 TO 47 INCLUSIVE OF MAPS IN SAID RECORDERS OFFICE THENCE NORTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO SAID HEREINABOVE MENTIONED NORTHERLY LINE; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

## SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this report would be as follows:

A 1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1990-91 WHICH ARE A LIEN NOT YET PAYABLE.

B TAXES OF THE FISCAL YEAR 89-90 AS FOLLOWS:

NO TAXES DUE.

PARCEL NO. 5409-023-802

NO TAXES DUE.

PARCEL NO. 5409-023-803

NO TAXES DUE.

PARCEL NO. 5409-023-804

NO TAXES DUE.

PARCEL NO. 5409-023-805

NO TAXES DUE.

PARCEL NO. 5409-023-806

NO TAXES DUE.

PARCEL NO. 5409-023-807

NO TAXES DUE.

PARCEL NO. 5409-023-809

NO TAXES DUE.

PARCEL NO. 5409-023-810

NO TAXES DUE.

PARCEL NO. 5409-023-812

NO TAXES DUE.

PARCEL NO. 5409-023-813

NO TAXES DUE.

**SCHEDULE B**  
**(continued)**

PARCEL NO. 5409-023-817

NO TAXES DUE.

PARCEL NO. 5409-023-818

NO TAXES DUE.

PARCEL NO. 5409-023-819

ASSESSED TAXES FOR THE FISCAL YEAR 1989-1990 HAVE BEEN PAID IN THE  
AMOUNT OF: \$1,245.57

PARCEL NO. 5409-023-001

ASSESSED TAXES FOR THE FISCAL YEAR 1989-1990 HAVE BEEN PAID IN THE  
AMOUNT OF: \$253.06

PARCEL NO. 5409-023-002

NO TAXES DUE.

PARCEL NO. 5409-023-210

NO TAXES DUE.

PARCEL NO. 5409-015-806

NO TAXES DUE.

PARCEL NO. 5409-015-807

NO TAXES DUE.

PARCEL NO. 5409-015-808

NO TAXES DUE.

PARCEL NO. 5409-014-803

NO TAXES DUE.

PARCEL NO. 5409-014-804

NO TAXES DUE.

PARCEL NO. 5409-014-805

**SCHEDULE B  
(continued)**

**C 2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.**

**D 3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT**

**GRANTED TO: COUNTY OF LOS ANGELES  
PURPOSE: HIGHWAY PURPOSES  
RECORDED: MAY 13, 1936 IN BOOK 14076 PAGE 324, OFFICIAL RECORDS  
AFFECTS: THAT PORTION OF SAID LAND, AS MORE PARTICULARLY DESCRIBED THEREIN**

**AFFECTS: PARCEL 3.**

**F 4. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT**

**GRANTED TO: CITY OF LOS ANGELES, A MUNICIPAL CORPORATION  
PURPOSE: A HIGHWAY  
RECORDED: JULY 1, 1937 IN BOOK 15023 PAGE 318, OFFICIAL RECORDS, AS INSTRUMENT NO. 1137  
AFFECTS: THAT PORTION OF LOT A, TRACT NO. 10151, AS MORE PARTICULARLY DESCRIBED THEREIN**

**AFFECTS: PARCEL 1.**

**H 5. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT**

**PURPOSE: SANITARY SEWERS AND STORM DRAINS  
RECORDED: AS RESERVED IN ORDINANCE 85,350  
AFFECTS: THOSE PORTIONS OF SAID LAND LYING WITHIN AVILA STREET AND RAMIREZ STREET FROM AVILA STREET TO A POINT APPROXIMATELY 170 FEET SOUTHEASTERLY FROM SAID AVILA STREET, AS SAID STREETS ARE SHOWN AND DELINEATED UPON THE MAP OF SAID TRACT NO. 10151, IN BOOK 157 PAGE 45.**

**AFFECTS: PARCEL 1.**

**J 6. AN EASEMENT FOR PUBLIC STREET PURPOSES OVER THAT PORTION OF SAID LAND WITHIN RAMIREZ STREET, AS SHOWN UPON THE MAP OF THE SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA, DECEASED, RECORDED IN BOOK 34 PAGE 90 OF MISCELLANEOUS RECORDS, BOUNDED NORTHWESTERLY BY A LINE THAT IS PARALLEL**



**SCHEDULE B**  
**(continued)**

TO AND DISTANT 1239 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF ALAMEDA STREET.

**AFFECTS: PARCEL 1.**

- L** 7. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

**GRANTED TO:** THE CITY OF LOS ANGELES  
**PURPOSE:** CONSTRUCTION AND MAINTAINENCE OF A HIGHWAY AS AN UNDERPASS  
**RECORDED:** AUGUST 11, 1937 IN BOOK 15200 PAGE 61 OFFICIAL RECORDS  
**AFFECTS:** THAT PORTION DESCRIBED IN BOOK 13848 PAGE 223, OFFICIAL RECORDS, BEING IN CITY LANDS OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 3 PAGE 64 OF PATENTS, MORE PARTICULARLY DESCRIBED THEREIN

**AFFECTS: PARCEL 3.**

- N** 8. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

**GRANTED TO:** THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION  
**PURPOSE:** SANITARY SEWER AND FOR STORM DRAIN  
**RECORDED:** IN BOOK 15176 PAGE 176, OFFICIAL RECORDS  
**AFFECTS:** THOSE PORTIONS OF SAID LAND AS MORE PARTICULARLY DESCRIBED THEREIN

**AFFECTS: PARCEL 3.**

- P** 9. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

**GRANTED TO:** THE STATE OF CALIFORNIA  
**PURPOSE:** ANY AND ALL RIGHTS OF INGRESS AND EGRESS  
**RECORDED:** MARCH 8, 1963 AS INSTRUMENT NO. 4288  
**AFFECTS:** PORTION OF LYON STREET, VIGNES STREET AND RAMIREZ STREET

**AFFECTS: PARCEL 1.**

- R** 10. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, CONDEMNED BY FINAL DECREE

**PURPOSE:** RETAINING WALL

**SCHEDULE B  
(continued)**

**CASE NO:** CD 416021  
**RECORDED:** FEBRUARY 24, 1986 AS INSTRUMENT NO. 86-235900  
OFFICIAL RECORDS AND MARCH 11, 1987 AS INSTRUMENT  
NO. 87-366265  
**AFFECTS:** SAID LAND

**AFFECTS:** PARCEL 1.

- I 11. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHTS OF INGRESS AND EGRESS TO OR FROM THE HIGHWAY AND/OR FREEWAY ADJACENT TO SAID LAND. SAID RIGHTS HAVE BEEN RELINQUISHED

**TO:** STATE OF CALIFORNIA  
**BY DEED RECORDED:** FEBRUARY 24, 1986 AS INSTRUMENT NO. 86-235900

**AFFECTS:** PARCEL 1.

- V 12. AN EASEMENT FOR STATE HIGHWAY PURPOSES FOR EXCHANGE TO THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES TO CONSTRUCT, USE, MAINTAIN WATER FACILITIES IN, ON, OVER 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 TO 47, INCLUSIVE OF MAPS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; INCLUDED WITHIN A STRIP OF LAND 12 FEET WIDE LYING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT 2, DISTANCE THEREON 274.39 FEET NORTHERLY FROM THE SOUTHWEST CORNER OF SAID LOT, THENCE EASTERLY AT A RIGHT ANGLE TO SAID WESTERLY LOT LINE, 16 FEET, RECORDED FEBRUARY 24, 1986 AS INSTRUMENT NO. 86-235900.

- W 13. ANY EASEMENTS AND RIGHTS OF WAY FOR THE CONSTRUCTION RECONSTRUCTION, INSPECTION, MAINTENANCE, OPERATION, AND REPAIR OF STORM DRAINS, SANITARY SEWERS, WATER MAINS, GAS MAINS, UNDERGROUND CONDUITS, OR OTHER SUBSTRUCTURES FOR TELEPHONE AND ELECTRICAL TRANSMISSION LINES IN, UNDER, OVER, OR ACROSS SAID LAND.

**AFFECTS:** PARCEL 6.

- Y 14. AN AGREEMENT EXECUTED BY SANTA FE LAND IMPROVEMENT COMPANY, A CORPORATION UPON AND SUBJECT TO THE TERMS AND PROVISIONS CONTAINED THEREIN WHICH RECORDED IN BOOK 15646 PAGE 394, OFFICIAL RECORDS WHICH RECITES IN PART:

"RELEASE AND FOREVER DISCHARGE THE CITY OF LOS ANGELES FROM ANY AND ALL LIABILITY FOR DAMAGES THAT HAVE ACCRUED OR THAT MAY HEREAFTER ACCRUE TO THE ABOVE DESCRIBED PROPERTY BY REASON OF OR RESULTING FROM THE ESTABLISHMENT, CHANGE, AND/OR MODIFICATIONS OF THE GRADE, AND/OR SLOPING,

**SCHEDULE B  
(continued)**

AND/OR IMPROVEMENT OF AVILA STREET AND BAUCHET STREET, IN CONNECTION WITH THE UNION PASSENGER TERMINAL IMPROVEMENT DISTRICT, AS SPECIFICALLY SHOWN ON PLAN AND PROFILE NOS. P-7091 ON FILE IN THE OFFICE OF THE CITY ENGINEER, AND BLUEPRINT ATTACHED AND MADE A PART THEREOF IN EXECUTED DUPLICATE OF THIS INSTRUMENT ON FILE IN THE ARCHIVES OF THE BUREAU OF RIGHT-OF-WAY AND LAND."

**AFFECTS: PARCEL 6 AND OTHER PROPERTY.**

- AM 15. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT**

**GRANTED TO: THE CITY OF LOS ANGELES  
PURPOSE: PUBLIC STREET PURPOSES  
RECORDED: IN BOOK 15722 PAGE 191 OFFICIAL RECORDS  
AFFECTS: PORTIONS OF BAUCHET AND AVILA STREET AS MORE PARTICULARLY DESCRIBED THEREIN**

- AB THE PARTY OF THE FIRST PART HEREBY WAIVES ANY CLAIM FOR DAMAGES THAT MAY BE CAUSED BY REASON OF ANY CHANGE OR GRADE MADE NECESSARY BY THE CONSTRUCTION OF A PUBLIC STREET ON THE EASEMENT HEREBY CONVEYED.**

**AFFECTS: PARCEL 6.**

- AD 16. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT**

**GRANTED TO: ALEXANDER WEILL  
PURPOSE: FLUME AND ZANIA  
RECORDED: JUNE 8, 1869 IN BOOK 13 PAGE 222 AND IN BOOK 17 PAGE 168 OF DEEDS  
AFFECTS: SAID LAND**

- AE 17. AN EASEMENT FOR STREET PURPOSES OVER THAT PORTION OF SAID LAND LYING BETWEEN THE NORTHEASTERLY LINE THEREOF AND THE SOUTHEASTERLY LINE OF LYON STREET (60 FEET WIDE) AS NOW ESTABLISHED, AS DEEDED TO THE CITY OF LOS ANGELES FOR THE PURPOSE OF WIDENING SAID LYON STREET, BY DEED RECORDED JUNE 27, 1899 IN BOOK 1296 PAGE 258 OF DEEDS**

- AF 18. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT**

**GRANTED TO: CITY OF LOS ANGELES, A MUNICIPAL CORPORATION  
PURPOSE: PUBLIC STREET PURPOSES  
RECORDED: APRIL 12, 1937, AS INSTRUMENT NO. 1137  
AFFECTS: THOSE PORTIONS OF LOTS 9, 11 AND UNNUMBERED LOT ALL IN BLOCK "D" OF THE SUBDIVISION OF THE ALISO TRACT**

**SCHEDULE B  
(continued)**

RECORDED IN BOOK 4 PAGES 12 AND 13 OF M.R. AS MORE FULLY DESCRIBED THEREIN

AG 19. 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.

AFFECTS: PARCEL 3 AND OTHER PROPERTY.

AI 20. PERMISSION FOR THE SOUTHERN PACIFIC RAILROAD COMPANY TO MAINTAIN ITS TRACKS THEN EXISTING ON SAID LAND, AND THE RIGHT TO OPERATE THEREON ENGINES, CARS AND TRAINS, AS PROVIDED BY THE AGREEMENT BETWEEN THE LLEWELLYN IRON WORKS, A CORPORATION, AND HARRINGTON BROWN, DATE DECEMBER 19, 1918, RECORDED IN BOOK 6769 PAGE 213 OF DEEDS.

AJ 21. THE RIGHTS OF THE PUBLIC IN SAID ROSABELL STREET, AS DEDICATED FOR STREET PURPOSES ON THE MAP OF SAID KERCKHEFF, CUZNER & CO. TRUST, RECORDED IN BOOK 4 PAGE 565 OF MISCELLANEOUS RECORDS.

AFFECTS: PARCEL 7.

AL 22. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, CONDEMNED BY FINAL DECREE

PURPOSE: WIDENING OF AUGUSTA STREET  
CASE NO: 63920  
RECORDED: IN BOOK 4864 PAGE 259 OF DEEDS  
AFFECTS: PARCEL 7

AM 23. THE RIGHTS OF THE PUBLIC IN SAID ALLEY, AS DEDICATED FOR ALLEY PURPOSES ON THE MAP OF SAID KERCKHOFF AND CUZNER & CO., TRACT, RECORDED IN BOOK 4 PAGE 565 OF MISCELLANEOUS RECORDS.

AFFECTS: PARCEL 7.

AO 24. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: UNION PACIFIC RAILROAD COMPANY  
PURPOSE: CONSTRUCTION, MAINTENANCE, REPAIR RENEWAL OF A RAILROAD TRACK AND OPERATION OF TRAINS AND RAILROAD EQUIPMENT.  
RECORDED: JANUARY 19, 1990 AS INSTRUMENT NO. 90-104400

## SCHEDULE B (continued)

**AFFECTS: AS FOLLOWS:**

A STRIP OF LAND 50.00 FEET WIDE SITUATE IN THE CITY OF LOS ANGELES, LOS ANGELES COUNTY, CALIFORNIA, LYING BETWEEN LINES PARALLEL AND OR CONCENTRIC WITH AND 25.00 FEET ON EACH SIDE OF THE HEREINAFTER DESCRIBED CENTERLINE OF A CONNECTION TRACK OF THE UNION PACIFIC RAILROAD COMPANY, AND EXTENDING NORTHWESTERLY FROM THE SOUTH LINE OF VACATED ALHAMBRA AVENUE TO A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID AVENUE THAT PASSES THROUGH THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF SAID AVENUE WITH THE EASTERLY LINE OF VACATED BLOOM STREET.

SAID CENTERLINE OF CONNECTION TRACK, HEREINABOVE REFERRED TO, IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT OF SAID CONNECTION TRACK AT RAILROAD SURVEY ENGINEERING STATION 0+00 WHICH POINT IS OPPOSITE RAILROAD SURVEY ENGINEERING STATION 49+22.4 ON THE GLENDALE BRANCH ON THE EAST BANK OF THE LOS ANGELES RIVER, SAID POINT ALSO BEING THE POINT OF FROG OF A NO. 10 DOUBLE SPLIT SWITCH; THENCE NORTHWESTERLY ALONG A STRAIGHT PORTION OF SAID TRACK, A DISTANCE OF 65.13 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 78 DEGREES 43 MINUTES 15 SECONDS, A DISTANCE OF 787.21 FEET, TO A POINT BEYOND THE NORTHWESTERLY LIMIT OF THE STRIP OF LAND HEREIN BEING DESCRIBED, AND THE END OF SAID CENTERLINE HEREBY DESCRIBED.

**AFFECTS: PARCEL 5.**

- AQ 25. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.**
- AR 26. ANY RIGHTS OF THE PARTIES IN POSSESSION OF SAID LAND, BASED ON ANY UNRECORDED LEASE, OR LEASES.**  
**THE COMPANY WILL REQUIRE THAT A FULL COPY OF ANY UNRECORDED LEASE BE SUBMITTED TO US, TOGETHER WITH ALL SUPPLEMENTS, ASSIGNMENTS AND AMENDMENTS, BEFORE ISSUING ANY POLICY OF TITLE INSURANCE.**
- AS 27. ANY RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN INSPECTION OR SURVEY:**
- (A) THE CONCRETE WALK, CURBS LOCATED ON ALAMEDA STREET EXTEND ONTO THE WESTERLY PORTION OF SAID LAND.**
- (B) THE PLANTER AREAS WITH CONCRETE CURBS LOCATED IN THE WESTERLY PORTIONS OF PARCEL 1 OF SAID LAND EXTENDS ONTO ALAMEDA STREET.**

**SCHEDULE B  
(continued)**

(C) THE CONCRETE PARKING LOT ISLAND, WITH CONCRETE SIGN, PEDESTRIAN RAMP, TRAFFIC SIGNALS, METAL COVERS, CATCH BASIN, STREET LIGHT, METAL RAILING, POLICE PHONE, CURBS, TRAFFIC SIGNAL PULL BOX AND "DO NOT ENTER SIGN" LOCATED IN THE WESTERLY PORTION OF PARCEL 1 OF SAID LAND AND EXTENDING ONTO ALAMEDA STREET.

(D) THERE ARE CONCRETE CURBS, CONCRETE BASES WITH D.W.P. MANHOLES, METAL PLATES, DRAIN GATES, CONCRETE ISLAND WITH GATE ARMS, TICKET BOX WITH GUARD POSTS, PARKING ATTENDANT SHEDS, TRAFFIC SIGNAL PULL BOXES, NEWSPAPER RACKS AND CAR BACK UP PLATE ALL LOCATED IN THE WESTERLY PORTION OF PARCEL 1 OF SAID LAND, THERE ARE TRAFFIC SIGNAL PULL BOXES, TRAFFIC SIGNALS, FIRE HYDRANTS, METAL COVERS AND CATCH BASINS, CONCRETE COVERS, STREET SIGNS, STREET LIGHTS, BENCHES, BUS STOP SHED, BUS STOP SIGN, METAL POLE, DRAIN GRATE, METAL PLATES, GARNET OUTDOOR ADVERTISING SIGN LOCATED IN THE NORTHERLY PORTION OF PARCEL 1 AND EXTENDS ONTO MACY STREET, THERE ARE POWER AND TELEPHONE POLES, CROSS ARMS, GUY WIRES, UNDERGROUND CONDUITS AND OVERHEAD WIRES LOCATED ON MACY STREET AND VIGNES STREET EXTENDING ONTO THE NORTHERLY AND EASTERLY PORTION OF PARCEL 1 OF SAID LAND, AND THE CONCRETE WALKS, AND CURBS LOCATED IN VIGNES STREET AND LYON STREET AND EXTENDING ONTO THE EASTERLY PORTIONS OF PARCEL 1 OF SAID LAND, AND THE CONCRETE WALLS, CHAIN LINK FENCES AND "GARNET OUTDOOR" ADVERTISING SIGN LOCATED IN THE EASTERLY PORTIONS OF PARCEL 1 OF SAID LAND AND EXTENDING ONTO THE LAND ON THE EAST.

(E) THE PEDESTRIAN RAMPS LOCATED ON ALAMEDA STREET EXTENDS ONTO THE WESTERLY PORTION OF PARCEL 1 OF SAID LAND.

(F) THE CONCRETE WALK WITH CURBS LOCATED IN MACY STREET AND EXTENDING ONTO THE NORTHERLY PORTION OF PARCEL 1 OF SAID LAND.

(G) THERE IS A ONE STORY CONCRETE BUILDING WITH A PARKING AREA ON THE ROOF TOGETHER WITH FOOTING OR FOUNDATION LOCATED IN THE SOUTHERLY PORTION OF SAID PARCEL 1 OF SAID LAND AND EXTENDS ONTO THE LANDS ON THE SOUTH.

(H) THERE IS METRO RAIL CONSTRUCTION, CONSTRUCTION YARDS, STORAGE TANKS, RAILROAD TRACKS, SWITCHES, TRAILERS, YARD LIGHTS, MANHOLES, VAULTS AND CATCH BASINS ALL LOCATED ON PARCEL 1 OF SAID LAND.

(I) THERE IS PROPOSE SUBSURFACE RIGHT OF WAY AND OTHER EASEMENTS FOR METRO RAIL, ALL LOCATED ON PARCEL 1 OF SAID LAND.

(J) THERE ARE RAILROAD TRACKS AND SWITCHES LOCATED ON PARCEL 2 OF SAID LAND.

(K) THE RETAINING WALL AND CURB LOCATED ON THE SOUTHERLY PORTION OF PARCEL 3 EXTENDS ONTO THE LAND ON THE SOUTH.

(L) THE CHAIN LINK FENCE AND STEPS LOCATED ON THE WESTERLY PORTION OF PARCEL 3 EXTENDS ONTO THE LAND ON THE WEST.

**SCHEDULE B  
(continued)**

(M) THE CONCRETE WALKS WITH CURBS LOCATED IN AVILA STREET AND BAUCHET STREET EXTENDING ONTO THE EASTERLY PORTION OF PARCEL 3 OF SAID LAND.

(N) THERE ARE POWER AND TELEPHONE POLES, CROSS ARMS, OVERHEAD WIRES, GUY WIRES AND OVERHEAD TRANSFORMERS LOCATED IN AVILA STREET, BAUCHET STREET AND VIGNES STREET EXTENDING ONTO THE GENERALLY EASTERLY PORTION AND NORTHERLY PORTION OF PARCEL 3 OF SAID LAND.

(O) THERE ARE STAIRS AND RETAINING WALLS LOCATED IN THE SOUTHEAST CORNER OF PARCEL 3 OF SAID LAND.

(P) THERE IS A CHAIN LINK FENCE AND CONCRETE STAIRS LOCATED ON THE WESTERLY PORTION OF PARCEL 3 AND EXTENDS ONTO THE LAND ON THE WEST.

(Q) THERE ARE VARIOUS POWER AND TELEPHONE POLES, CROSS ARMS, ANCHOR WIRES, OVERHEAD WIRES, CURBS, ASPHALT AND CONCRETE PAVEMENT, CHAIN LINK FENCES, GUTTERS AND WALKS LOCATED ON THE NORTHWEST CORNER OF PARCEL 3 AND COLLEGE STREET AND EXTENDS ONTO THE NORTHWESTERLY PORTION OF PARCEL 3 OF SAID LAND.

(R) THERE IS A PARKING LOT LOCATED ON THE WESTERLY PORTION OF PARCEL 3.

(S) THERE ARE RAILROAD TRACKS, SWITCHES, MANHOLES VAULTS, CATCH BASINS, SIGNAL TOWERS, OVERHEAD WIRES, POWER POLES, RETAINING WALLS LOCATED ON VARIOUS PARCELS OF SAID LAND.

(T) THERE IS ACCESS FOR VEHICULAR TRAFFIC ALL THROUGH PARCEL 3 OF SAID LAND.

(U) THERE ARE STORAGE TANKS LOCATED AND METRO RAIL CONSTRUCTION ON PARCEL 4.

(V) THERE ARE SIGNAL TOWER, SIGNAL BOXES, POWER LINES, CHAIN LINK FENCE POWER POLES, VAULTS AND SWITCH TOWER LOCATED ON THE SOUTHERLY PORTION OF PARCEL 5 OF SAID LAND.

(W) THERE IS A 3 STORY BUILDING LOCATED ON THE SOUTHWESTERLY PORTION OF PARCEL 5 OF SAID LAND.

(X) THERE ARE POLE GUYS, SIGNAL BOX, GTE SPRINT AND MANHOLE AND TOWERS LOCATED ON THE NORTHERLY PORTION OF PARCEL 5 AND EXTENDS ONTO THE LAND ON THE NORTH

(Y) THERE IS ACCESS TO AND FROM PARCEL 5 OF SAID LAND. ALSO MANHOLES AND SEWERS LOCATED ON PARCEL 5 OF SAID LAND.

(Z) THERE IS A PARKING LOT LOCATED ON PARCEL 7 OF SAID LAND.

**SCHEDULE B**  
**(continued)**

(AA) THERE IS A CHAIN LINK FENCE THAT RUNS ALONG THE NORTH AND EAST LINE OF PARCEL 7 OF SAID LAND.

(BB) THERE ARE VARIOUS ACCESS EASEMENTS TO AND FROM PARCELS 1, 2 AND 3 OF SAID LAND AND LANDS ADJOINING.

(CC) ANY EASEMENTS NOT DISCLOSED BY THOSE PUBLIC RECORDS WHICH IMPART CONSTRUCTIVE NOTICE AND WHICH ARE NOT VISIBLE AND APPARENT FROM AN INSPECTION OF THE SURFACE OF PARCELS 1, 2 AND 3 OF SAID LAND.

(DD) ANY CLAIM OF LIEN THAT MAY BE FILED AGAINST SAID LAND-BY REASON OF THE SURVEYS PREPARED BY H.M. SCOTT AND ASSOCIATES, INC., DATED DECEMBER 22, 1989, JOB NO. 2662.

- AT 28. IF REAL PROPERTY TAXES ARE TO BE ADVANCED THROUGH THIS ORDER IN A TIMELY AND EFFICIENT MANNER, THIS OFFICE SHOULD BE SENT THE ORIGINAL TAX BILLS WHICH ARE IN THE POSSESSION OF THE OWNER(S) PRIOR TO THE CLOSE OF THIS TRANSACTION AND/OR FIVE DAYS PRIOR TO THE DUE DATE. THIS GREATLY MINIMIZES MISPOSTINGS AND REDUCES FUTURE COMPLAINTS TO THE ESCROW AND TITLE COMPANY.

SUBESCROW FUNDS WILL BE USED TO PAY ANY TAXES THAT WILL BE ADVANCED THROUGH THIS TRANSACTION. IF NO SUBESCROW IS CONTEMPLATED, THEN PRIOR TO CLOSING, CHICAGO TITLE MUST BE PROVIDED WITH A CHECK FROM THE ESCROW TO PAY THE TAXES. THE CHECK MUST BE MADE PAYABLE TO "LOS ANGELES COUNTY TAX COLLECTOR". ONLY ESCROW CHECKS OR CERTIFIED FUNDS WILL BE ACCEPTED.

- AT NOTE NO. 1: IF THIS COMPANY IS REQUESTED TO DISBURSE FUNDS IN CONNECTION WITH THIS TRANSACTION, CHAPTER 598, STATUTES OF 1989 MANDATES HOLD PERIODS FOR CHECKS DEPOSITED TO ESCROW OR SUB-ESCROW ACCOUNTS. THE MANDATORY HOLD PERIOD FOR CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS IS ONE BUSINESS DAY AFTER THE DAY DEPOSITED. OTHER CHECKS REQUIRE A HOLD PERIOD OF FROM THREE TO SEVEN BUSINESS DAYS AFTER THE DAY DEPOSITED. IN THE EVENT THAT THE PARTIES TO THE CONTEMPLATED TRANSACTION WISH TO RECORD PRIOR TO THE TIME THAT THE FUNDS ARE AVAILABLE FOR DISBURSEMENT (AND SUBJECT TO COMPANY APPROVAL), THE COMPANY WILL REQUIRE THE PRIOR WRITTEN CONSENT OF THE PARTIES. UPON REQUEST, A FORM ACCEPTABLE TO THE COMPANY AUTHORIZING SAID EARLY RECORDING MAY BE PROVIDED TO ESCROW FOR EXECUTION.

**WIRE TRANSFERS**

THERE IS NO MANDATED HOLD PERIOD FOR FUNDS DEPOSITED BY CONFIRMED WIRE TRANSFER. THE COMPANY MAY DISBURSE SUCH FUNDS THE SAME DAY.

CHICAGO TITLE WILL DISBURSE BY WIRE (WIRE-OUT) ONLY COLLECTED FUNDS OR FUNDS RECEIVED BY CONFIRMED WIRE (WIRE-IN). THE COMPANY'S WIRE-IN INSTRUCTIONS ARE:



**SCHEDULE B  
(continued)**

**WIRE-IN INSTRUCTIONS FOR SECURITY PACIFIC**

**TO: SECURITY PACIFIC NATIONAL BANK  
333 SOUTH HOPE STREET  
LOS ANGELES, CA 90051**

**ABA #122000043**

**FOR THE CREDIT OF:**

**CHICAGO TITLE COMPANY  
3280 E. FOOTHILL BLVD.  
PASADENA, CA 91107**

**DEPOSITED TO:**

**ACCOUNT #149-123226 PASADENA SUB-ESCROW**

**ORDER NO.:**

**ADDITIONAL COMMENTS:**

**UPON RECEIPT NOTIFY .  
SECURITY PACIFIC NATIONAL BANK  
FOOTHILL & ROSEMEAD  
BRANCH #149 (818)304-3314**

**AV NOTE NO. 2: WHEN THIS TITLE ORDER CLOSES AND IF CHICAGO TITLE IS HANDLING LOAN PROCEEDS THROUGH SUB-ESCROW, ALL TITLE CHARGES AND EXPENSES NORMALLY BILLED, WILL BE DEDUCTED FROM THOSE LOAN PROCEEDS (TITLE CHARGES AND EXPENSES WOULD INCLUDE TITLE PREMIUMS, ANY TAX OR BOND ADVANCES, DOCUMENTARY TRANSFER TAX AND RECORDING FEES, ETC.).**

**AN NOTE NO. 3: BEFORE ISSUING ITS POLICY OF TITLE INSURANCE, THIS COMPANY WILL REQUIRE EVIDENCE, SATISFACTORY TO THE COMPANY, THAT SANTA FE PACIFIC REALTY CORPORATION, A DELAWARE CORPORATION  
SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION  
THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY, A DELAWARE CORPORATION  
UNION PACIFIC RAILROAD COMPANY, A UTAH CORPORATION IS VALIDLY FORMED AND IN GOOD STANDING ON THE DATE WHEN DOCUMENTS IN THIS TRANSACTION ARE TO BE SIGNED.**

**ANY INSTRUMENT IN WRITING IN THE NAME OF THE CORPORATION WILL BE SUFFICIENT FOR TITLE INSURANCE PURPOSES IF, PURSUANT TO SECTION 5212 OF THE CALIFORNIA CORPORATIONS CODE, IT IS SIGNED AND ACKNOWLEDGED BY ANY ONE OF THE FOLLOWING OFFICERS:**

- \* THE CHAIRMAN OF THE BOARD OF DIRECTORS,**

**SCHEDULE B**  
**(continued)**

- THE PRESIDENT,
- ANY VICE PRESIDENT

AND PROVIDED IT IS ALSO SIGNED BY ANY ONE OF THE FOLLOWING ADDITIONAL OFFICERS:

- THE SECRETARY,
- ANY ASSISTANT SECRETARY,
- CHIEF FINANCIAL OFFICER,
- ASSISTANT TREASURER.

ANY DEVIATION FROM THE ABOVE WILL REQUIRE THE SUBMISSION TO THIS COMPANY OF A RESOLUTION OF THE GOVERNING BODY OF SAID CORPORATION AUTHORIZING THE TRANSACTION FOR WHICH THIS REPORT HAS BEEN REQUESTED, TOGETHER WITH A COPY OF SUCH CORPORATION'S BY-LAWS. THE RESOLUTION TO DESIGNATE AS WELL, THE OFFICERS AUTHORIZED TO EXECUTE ON THE CORPORATION'S BEHALF.

AX NOTE NO. 4: THERE ARE NO CONVEYANCES AFFECTING SAID LAND, RECORDED WITHIN SIX (6) MONTHS OF THE DATE OF THIS REPORT.

AY NOTE NO. 5: THE CHARGE FOR A POLICY OF TITLE INSURANCE, WHEN ISSUED THROUGH THIS TITLE ORDER, WILL BE BASED ON THE SHORT-TERM RATE.

PLATS  
PH/PH

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-21-87)  
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE  
and  
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-21-87)  
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

# LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

## CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1988

### EXCLUSIONS FROM COVERAGE

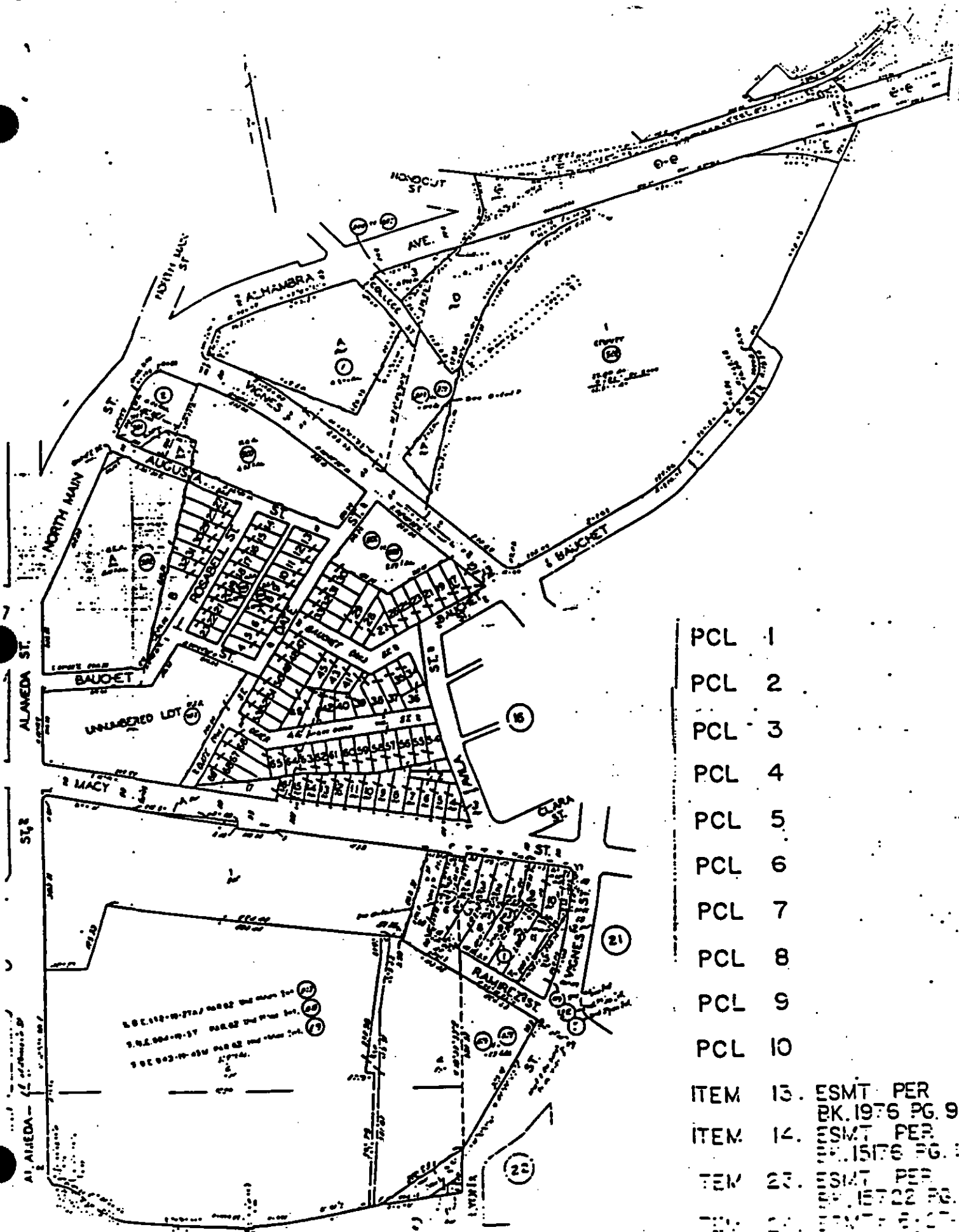
The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.



- PCL 1
- PCL 2
- PCL 3
- PCL 4
- PCL 5
- PCL 6
- PCL 7
- PCL 8
- PCL 9
- PCL 10

- ITEM 13. ESMT PER BK. 1976 PG. 94
- ITEM 14. ESMT PER BK. 1576 PG. 7
- ITEM 23. ESMT PER BK. 1572 PG. 7
- ITEM 24. ESMT PER BK. 1572 PG. 7
- ITEM 25. ESMT PER BK. 1572 PG. 7

EXHIBIT F-2

ENCUMBRANCES TO CATELLUS-OWNED PROPERTY

1. Lease between Catellus (Lessor) and National Railroad Passenger Corporation, dated January 1, 1991 (to be executed). The lease includes 81,095 square feet of exclusive building area, 29,922 square feet of exclusive site area which is not improved with building structures, and 884,041 square feet of property in the train yard area including the tracks, platforms and tower located therein. Affects adjacent property only.
2. Union Station Metro Rail Construction Right of Entry License and Permanent Easement Agreement, dated November 3, 1987, 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 and the Southern California Rapid Transit District. This agreement was assigned to Catellus.
3. Easement Agreement, dated November 30, 1990, between Catellus and the Atchison, Topeka & Santa Fe Railway Company ("Santa Fe"). Affects adjacent property only.

EXHIBIT G-1

PERMITTED CONTRACTS OF CATELLUS

1. Catellus shall be permitted to enter into a financing agreement with Security Pacific Bank for purposes of financing the Union Station Site, provided that any financing of such site shall include a provision satisfactory to RTD releasing the Phase I Site from the lien of any security instrument encumbering such property at the time of transfer of such property to RTD, all at no cost or expense to RTD.

PERMITTED CONTRACTS OF RTD

**CONTRACTS, AGREEMENTS AND PENDING ACTIONS IMPACTING UNION STATION  
PARCELS**

**AS OF JANUARY 8, 1991**

1. Union Station Metro Rail Construction Right of Entry License and Permanent Easement Agreement dated November 3, 1987 between the Atchison Topeka & Santa Fe Railway Company, Southern Pacific Transportation Company, the Salt Lake Railroad Company and, its Lessee, Union Pacific Railroad Company and the Southern California Rapid Transit District.
2. First Amendment to Union Station Metro Rail Construction Right of Entry License and Permanent Easement Agreement dated May 9, 1990.
3. Report of City Administrative Office of the City of Los Angeles dated November 26, 1990, CAO File No. 0220-00210(J8) regarding Direct Sale of City Property Located at Lyon and Vignes Streets to the Southern California Rapid Transit District.
4. Pending Street Vacation Request No. VAC-01719 dated November 18, 1986 covering the vacation of Lyon Street, Vignes Street and Ramirez Street.
5. Pending Condemnation Case No C-735470 filed August 25, 1989, SCRTD v The Heirs or Devisees of Alexander Weill, Deceased.
6. Pending Condemnation Case No C-735472 filed August 25, 1989, SCRTD v The Estate of Alexander Weill, Deceased.
7. Title report No. 8612053 issued by Ticor Title Insurance Company of California issued December 11, 1990.



6.0 PARTICIPATION BY DISADVANTAGED, MINORITY, AND  
WOMEN'S BUSINESS ENTERPRISES (DBEs, MBEs AND WBEs)  
IN JOINT DEVELOPMENT PROJECTS

- 6.1 Policy: The District is required by Board policy to ensure active participation by Disadvantaged, Minority, and Women's Business Enterprises (DBEs, MBEs, and WBEs) throughout various aspects of all joint development projects, including but not limited to project planning, design, financing, equity participation, construction, management, and leaseholds.
- 6.2 Goals: For each joint development project, the District will establish goals for participation by DBEs, MBEs, and WBEs to include but not be limited to the areas listed in (a) through (h), below.

The District is required by federal laws and regulations to provide maximum participation in all federally-funded business opportunities to DBEs. Therefore, the District will establish goals exclusively for DBEs (excluding MBEs and WBEs) in those areas where sufficient DBEs exist to enable competition. However, in large joint development projects where the financial resources required to participate are beyond those of DBEs (i.e., equity participation, development team, financing), the District will establish goals which can be met with either DBEs, MBEs, or WBEs.

Goals for participation by DBEs and/or MBEs/WBEs will be established for available business opportunities, including but not limited to:

- (a) Equity participation;
- (b) Development team;
- (c) Financing, including but not limited to consulting, brokerage services, construction, or permanent financing (MBEs or DBEs);
- (d) Project design, including but not limited to architectural and engineering services;
- (e) Project construction, including but not limited to general and specialty contractors and subcontractors, construction management, and suppliers;
- (f) Initial leasing, including but not limited to marketing, advertising, and brokerage services;
- (g) Project management, including but not limited to property management, maintenance, security, accounting, legal, and other services; and

(h) Leasehold arrangements.

- 6.3 Certification: All DBEs, MBEs, and WBEs whom the successful developer plans to involve in the project to meet the above-stated goals, must be certified by the District prior to execution of Agreement/Lease.
- 6.4 Developer's DBE Commitment: Proposals must include a plan for how the developer intends to meet each of the DBE/MBE/WBE participation goals set forth in the RFP or prospectus. This plan must include at a minimum the following information:
- (a) The name of each DBE, MBE, or WBE who will participate in the project.
  - (b) The area or scope of work in which the DBE, MBE or WBE will participate.
  - (c) The estimated level of financial participation to be derived from the project by each DBE, MBE, or WBE.
  - (d) The name, address, telephone number of the person responsible for the DBE/MBE/WBE plan implementation and reporting.

6.5 District Roles and Responsibilities

- (a) The Board of Directors will establish overall joint development policies and provide direction to the General Manager.
- (b) The General Manager will direct and oversee all staff activities and report to the Board. He/she will designate an inter-departmental staff team to review joint development proposals, formulate negotiating positions for consideration and approval by the Board. A representative of the Equal-Opportunity Department shall serve on this team.
- (c) The Assistant general Manager-EO (as supported by the DBE and CC Directors) will:
  - (1) Assist developers in identifying potential DBE, MBE, and WBE participants.
  - (2) Conduct joint development workshops on development potential for specific projects and to bridge communication between developers and DBEs/MBEs/WBEs.

- (3) Participate on interdepartmental teams to evaluate proposals and formulate negotiating positions for consideration by the Board.
  - (4) Analyze potential business opportunities for each joint development project and establish DBE and MBE participation goals.
  - (5) Participate at pre-proposal conferences to discuss DBE/MBE/WBE policies and procedures.
  - (6) Certify potential DBE, MBE, and WBE joint development project participants.
  - (7) Monitor the developers' fulfillment of his/her DBE/MBE/WBE plan.
- (d) The Planning Department Director will identify development potential at each site and prepare alternative design solutions for particular projects in conjunction with appropriate local jurisdictions. In coordination with the AGM-EO or designee, he/she will conduct workshops on development potential at each station with particular emphasis placed on the involvement of DBE, MBE and WBE developers.
- (e) The Real Estate Department Director will be responsible for initiating property owner/developer contacts and for administration and monitoring of the joint development agreement. He/she will assist the AGM-EO or designee in identifying minority and women property owners within the proposed joint development project area, and in monitoring the DBE/MBE/WBE Plan.

DBE OPPORTUNITY CRITERIA LIST

The following list represents a range of opportunities for disadvantaged business enterprise (DBE) participation in the Headquarters proposal. The opportunities available in a particular proposal may vary depending on the status of participation by the Proponent and the RTD in the project. The RTD proposes to apply the criteria to those parts of the project in which they participate directly in income and equity, while encouraging the developer to apply the criteria elsewhere.

The RTD has established goals or criteria for DBE participation both in the overall project and at various phases of implementation. A serious response to these criteria is an essential prerequisite in establishing the qualifications of Proponents. Proposals should establish targets in terms of the percentage of financial commitments to ownership, participation, investment, services and/or resources, which meet or exceed the given goals. Proposals should discuss how the Proponent intends meet these commitments. While it is intended that the overall goals indicated below shall be incorporated in the proposal, some flexibility is provided to the Proponent in determining the allocation of commitments within any given phase.

<u>OPPORTUNITY AREA</u>	<u>CRITERIA</u>
OVERALL PROJECT GOAL:	25%
A. PRE-DEVELOPMENT STAGE	20%
1. Land purchase/ownership	
2. Joint venture team participation	
3. Seed equity participation/investment	
4. Interim loan sourcing	
5. Legal consulting	
6. Planning consulting	
7. Market consulting	
8. Design and engineering consulting	
9. Preliminary financial consulting	
10. Government liaison/permit consulting	
B. DEVELOPMENT STAGE	20%
1. Construction management consulting	
2. Cost control consulting	
3. Contracting, subcontracting, vending and other construction service procurements and bids.	
4. Tenant improvement design.	
5. Tenant improvement contracting, vending, etc.	
C. MARKETING	20%
1. Pre-leasing services	
2. Market analysis and monitoring services	
3. Lease/sale brokerage	

OPPORTUNITY AREAS

GOAL

C. **MARKETING - continued**

4. **Property management services**
5. **Advertising and promotional services**
6. **Building signage and identification contracting**
7. **Art and aesthetic contracts**

D. **OPERATION AND MAINTENANCE (O & M)**

20%

1. **Outside maintenance services**
2. **Outside security services**
3. **O & M hiring practices**
4. **Shared tenant service provider**
5. **Building insurance provider**
6. **Parking contractor**
7. **Telephone, electrical and utility services**
8. **Commercial vendors on premises**
9. **Permanent loan sourcing**



Alan F. Pegg  
General Manager

February 11, 1991

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

Gentlemen:

RTD and Catellus are about to enter into that certain Exclusive Right to Negotiate Agreement of even date herewith (the "ERN"). Specifically, reference is hereby made to Exhibit "G-1" to the ERN. RTD hereby agrees and confirms that the release provision therein referred to shall be deemed satisfactory to RTD, and need not be submitted to it for its approval, if either (1) the principal reduction payment (if any) required in connection with said release is equal to or less than the amount of consideration due under the Development Agreement from RTD to Catellus at the time of the transfer of the encumbered property to RTD or (2) if said payment exceeds said amount of consideration, if Catellus shall submit to RTD, no later than the date of recordation of the security instrument in question, either cash or a clean, irrevocable standby letter of credit issued by Security Pacific National Bank or by Chase Manhattan Bank in favor of RTD in an amount equal to such excess, with an expiration date no earlier than thirty (30) days after the scheduled date of closing under the Development Agreement. If delivered, such cash or letter of credit shall stand as security for Catellus' obligation to deliver lien free title to the encumbered property to RTD at closing under the Development Agreement, in accordance with the terms thereof.

If, however, the foregoing provisions are not satisfied, then Catellus shall be required to submit the proposed principal reduction provisions to RTD for its approval, and Catellus shall not cause the security instrument in question to be recorded prior to obtaining such approval, which must be requested and granted in writing and which, if not granted within ~~ten (10)~~ business days after the request

fifteen (15)

*[Handwritten initials]*

Catellus Development Corporation  
February 11, 1991  
Page 2

therefor, shall be deemed given. Said approval may not be unreasonably withheld.

All defined terms herein shall bear the same meaning as in the ERN. The parties shall keep this agreement and the provisions hereof confidential. Except as set forth specifically herein, nothing in this letter shall be deemed or construed to modify or to amend the ERN.

Very truly yours,

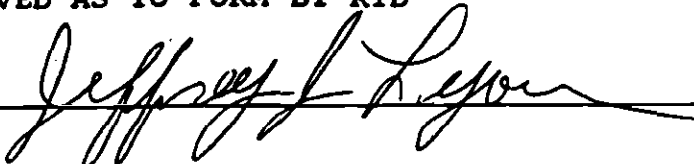
SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT,  
a public corporation

By: 

Name: Alan F. Pegg

Title: General Manager

APPROVED AS TO FORM BY RTD



Agreed and Accepted  
as of the above date

CATELLUS DEVELOPMENT CORPORATION,  
a Delaware corporation

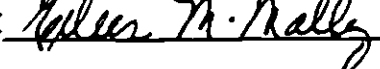
By: 

Name: Elizabeth A. Harrison

Title: Vice President - Development

Approved as to form

2660w

X 

## UNION STATION GATEWAY PROJECT FINANCIAL PLAN EXECUTIVE SUMMARY

The Union Station Gateway project is considered as two separate and distinct segments for the purposes of securing the money required to finance the construction of the improvements: the RTD Headquarters Building and the Public Transit Improvements. This plan outlines the anticipated cost of each of these segments, the monthly funding requirements over the construction period, and the anticipated sources of funds to meet those needs.

The total improvement cost for Union Station Gateway is estimated to be \$302,500,000. RTD Headquarters is estimated to cost \$138,300,000, and the Public Transit Improvements are estimated to cost \$164,200,000. These costs include land acquisition, but do not include the cost of financing and construction period interest. Budgets for each project segment are presented on the following pages.

Funding for the construction of the RTD Headquarters project will be provided through the issuance of tax-exempt certificates of participation. Taxable certificates of participation (or other taxable source of funding) would be required to finance a portion of the Headquarters in the event of a private sector tenant for the market rate space designated for RTD's future expansion. The Headquarters funding scenario (Sources and Uses of Funds) presented on the pages following the construction budget assume that the Headquarters is completely funded with tax-exempt certificates. Interest and debt issuance costs would be higher than shown in this schedule if a combination of taxable and tax exempt funding were used instead of entirely tax exempt funding.

Funding for the Public Transit Improvements is anticipated to come from a combination of local and federal grant money designated for the construction of transit and intermodal capital improvements. Although the exact amounts and sources of funds from each grantee is still being negotiated, the Public Transit Improvements Sources and Uses of Funds schedule identifies the most likely sources of funds based on our current understanding of available grant money.

It is anticipated that grant funds will be received over a five year period rather than the three year construction period. This will require the issuance of short term debt (such as grant anticipation notes) to match the sources of funds with the construction period uses. The Sources and Uses of Funds schedule for the Public Transit Improvements shows a simplistic estimate of the timing and amount of the required debt issue. This analysis will be refined as more information about funding patterns becomes available.



**RTD HEADQUARTERS  
CONSTRUCTION BUDGET**

*Hard Costs*

Shell and Core	\$59,500
Tenant Improvements	20,125
Parking	11,011
Art	1,360
Subtotal, hard costs	<u>\$91,995</u>
<i>Soft Costs and Land</i>	
Allocation	\$21,845
Permits and fees @ 2% of hard costs	1,840
Insurance and bonds @ 2%	1,840
Mitigation fees	4,165
Subtotal, soft costs and land	<u>\$29,690</u>
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$121,685</b>

**OTHER HEADQUARTERS COSTS**

Furniture	\$9,000
Communications	4,000
Computers	1,500
Security	1,750
Relocation	402
Subtotal, other costs	<u>\$16,652</u>
<b>TOTAL HEADQUARTERS COST</b>	<b>\$138,337</b>

**PUBLIC TRANSIT IMPROVEMENTS  
CONSTRUCTION BUDGET**

*Hard Costs*

Bus Plaza	\$25,389
East Portal	13,314
Public Parking	41,841
On- and off-site improvements	30,833
Art in Transit	1,671
Subtotal, hard costs	<u>\$113,048</u>

*Soft Costs and Land*

Allocation	\$45,863
Permits and fees @ 2% of hard costs	2,261
Insurance and bonds @ 2%	2,261
Mitigation fees	780
Subtotal, soft costs and land	<u>51,165</u>
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$164,213</b>

Sources and Uses of Funds Schedule for RTD 1st quarters  
 Assuming Use of Tax Exempt Certificates of Participation (1)  
 12-Jun-92

Sources of Funds	TOTAL	Incurred through													
		Jun 92	Jul	Aug	Sept	Oct	Nov	Dec	1993				Jul		
		Jun 92	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Beginning Balance		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Monthly Tax Exempt COP Drawdown	160,224	5,434	1,232	1,564	1,573	1,582	1,067	1,073	4,447	4,473	4,499	4,525	4,551	4,578	3,890
Total Tax Exempt COP Outstanding Balance		5,434	6,666	8,230	9,803	11,385	12,452	13,525	17,972	22,445	26,944	31,469	36,020	40,598	44,488
<i>Uses of Funds</i>															
Construction Funds	139,364	2,230	1,201	1,525	1,525	1,525	1,001	1,001	4,368	4,368	4,368	4,368	4,368	4,368	3,653
Debt Issuance Costs	3,204	3,204													
Construction Period Interest	17,656	0	32	39	48	57	66	73	79	105	131	157	184	210	237
Total Uses of Funds	160,224	5,434	1,232	1,564	1,573	1,582	1,067	1,073	4,447	4,473	4,499	4,525	4,551	4,578	3,890
Ending Balance		0	0	0	0	0	0	0	0	0	0	0	0	0	0

(1) Assumes tax-exempt Certificate of Participation interest rate of 7.00%

For Discussion Purposes

Working Draft

Sources and Uses of Funds Schedule for RTD II  
 Assuming Use of Tax Exempt Certificates of Part I  
 12-Jun-92

	1994														
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct
<i>Sources of Funds</i>															
Beginning Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Monthly Tax Exempt COP Drawdown	4,830	4,858	4,887	4,915	4,944	4,973	5,002	7,945	7,991	8,038	8,084	8,132	7,261	5,437	5,468
Total Tax Exempt COP Outstanding Balance	49,318	54,177	59,063	63,979	68,922	73,895	78,897	86,842	94,833	102,870	110,955	119,086	126,348	131,784	137,252
<i>Uses of Funds</i>															
Construction Funds	4,571	4,571	4,571	4,571	4,571	4,571	4,571	7,484	7,484	7,484	7,484	7,484	6,567	4,700	4,700
Debt Issuance Costs															
Construction Period Interest	260	288	316	345	373	402	431	460	507	553	600	647	695	737	769
Total Uses of Funds	4,830	4,858	4,887	4,915	4,944	4,973	5,002	7,945	7,991	8,038	8,084	8,132	7,261	5,437	5,468
Ending Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

(1) Assumes tax-exempt Certificate of Participation in

For Discussion Purposes

Sources and Uses of Funds Schedule for RTD He  
 Assuming Use of Tax Exempt Certificates of Part  
 12-Jun-92

Sources of Funds	1995									
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Beginning Balance	0	0	0	0	0	0	0	0	0	0
Monthly Tax Exempt COP Drawdown	5,500	5,532	2,651	2,666	1,182	1,189	1,196	1,203	924	929
Total Tax Exempt COP Outstanding Balance	142,753	148,285	150,936	153,602	154,784	155,973	157,169	158,371	159,295	160,224
<i>Uses of Funds</i>										
Construction Funds	4,700	4,700	1,786	1,786	286	286	286	286	0	0
Debt Issuance Costs										
Construction Period Interest	801	833	865	880	896	903	910	917	924	929
Total Uses of Funds	5,500	5,532	2,651	2,666	1,182	1,189	1,196	1,203	924	929
Ending Balance	0	0	0	0	0	0	0	0	0	0

(1) Assumes tax-exempt Certificate of Participation in

For Discussion Purposes

Working Draft

Sources and Uses of Funds Schedule for Public Transit Improvements  
Assuming Five Year Funding, 40% Local Share

Sources of Funds	TOTAL	Incurred through														
		12-Jun-92	Jun 92	Jul	Aug	Sept	Oct	Nov	Dec	1993			Jun	Jul	Aug	
Beginning Balance		0	838	2,889	4,440	-3,708	-5,712	-10,174	-4,636	-9,724	2,122	-2,966	-8,054	-10,846	-8,816	-11,801
RTD Contributions (to be repaid)	10,000	2,500	3,000	2,500	2,000											
Local Share Funding																
TDM	25,000									5,000						
Commuter Rail	10,000									2,000						
Local Returns	15,000		11,300								1,233					
Secretary	10,000									1,700						
<b>Subtotal, RTD and Local Share</b>	<b>70,000</b>	<b>2,500</b>	<b>14,300</b>	<b>2,500</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,933</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Federal Funding																
STP/CMAQ	35,000									7,000						
Section 3/Highway	45,000							10,000		7,000						
All 471/ADA Grants	3,822													3,822		
Bikeway	1,000													1,000		
Environmental Enhancement	15,000									3,000						
<b>Subtotal, Federal Share</b>	<b>99,822</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	<b>0</b>	<b>17,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,822</b>	<b>0</b>	<b>0</b>
Short Term Tax-exempt Debt	59,650															
<b>Subtotal, Sources of Funds</b>	<b>229,450</b>	<b>2,500</b>	<b>14,300</b>	<b>2,500</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	<b>0</b>	<b>26,933</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,822</b>	<b>0</b>	<b>0</b>
Uses of Funds																
Project Costs Incurred	159,822	1,662	12,249	949	10,149	2,004	4,462	4,462	5,088	5,088	5,088	5,088	2,792	2,792	2,986	10,909
Financing Costs																
Cost of Debt Issue	1,193															
Interest Expense	4,177															
Debt Repayment/RTD Repayment	64,300									10,000						
<b>Subtotal, Uses of Funds</b>	<b>229,492</b>	<b>1,662</b>	<b>12,249</b>	<b>949</b>	<b>10,149</b>	<b>2,004</b>	<b>4,462</b>	<b>4,462</b>	<b>5,088</b>	<b>15,088</b>	<b>5,088</b>	<b>5,088</b>	<b>2,792</b>	<b>2,792</b>	<b>2,986</b>	<b>10,909</b>
Aug Balance		838	2,889	4,440	-3,708	-5,712	-10,174	-4,636	-9,724	2,122	-2,966	-8,054	-10,846	-8,816	-11,801	-22,710

For Discussion Only

Sources and Uses of Funds Schedule for  
Assuming Five Year Funding, 40% Local  
12-Jun-92

Sources of Funds	1994												Sept	Oct	Nov	Dec	
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug					
Beginning Balance	-22,711	-33,618	-44,527	-55,435	-66,344	-77,252	-82,469	-93,920	-105,370	-116,821	-128,271	-139,722	-151,173	-162,624	-174,075	-185,526	-196,977
RTD Contributions (to be repaid)																	
Local Share Funding																	
TDM						5,000											
Commuter Rail						2,000											
Local Return						1,233											
Discretionary						1,000											
Subtotal, RTD and Local Share		0	0	0	0	9,233	0	0	0	0	0	0	0	0	0	0	0
Federal Funding																	
STP/CMAQ						7,000											
Section 3/Highway						7,000											
All 471/ADA Grants																	
Bikeway																	
Environmental Enhancement						3,000											
Subtotal, Federal Share		0	0	0	0	17,000	0	0	0	0	0	0	0	0	0	0	0
Short Term Tax-exempt Debt																	
Subtotal, Sources of Funds		0	0	0	0	26,233	0	0	0	0	0	0	0	0	0	0	0
Uses of Funds																	
Project Costs Incurred	10,909	10,909	10,909	10,909	10,909	1,450	1,450	1,450	1,450	1,450	1,450	1,914	1,914	1,914	1,914	1,914	1,914
Financing Costs																	
Cost of Debt Issue																	
Interest Expense																	
Debt Repayment/RTD Repayment																	
Subtotal, Uses of Funds	10,909	10,909	10,909	10,909	10,909	1,450	1,450	1,450	1,450	1,450	1,450	1,914	1,914	1,914	1,914	1,914	1,914
Ending Balance	-33,618	-44,527	-55,435	-66,344	-77,252	-82,469	-93,920	-105,370	-116,821	-128,271	-139,722	-151,173	-162,624	-174,075	-185,526	-196,977	-208,928

For Discussion Only

Working Draft

Sources and Uses of Funds Schedule for  
Assuming Five Year Funding, 40% Local  
12-Jun-92

Sources of Funds	1995							
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Beginning Balance	-69,294	-71,208	11,430	9,357	7,285	6,145	5,006	4,177
RTD Contributions (to be repaid)								
Local Share Funding								
TDM		5,000						
Commuter Rail		2,000						
Local Return		1,233						
Discretionary		1,000						
Subtotal, RTD and Local Share	0	9,233	0	0	0	0	0	0
Federal Funding								
STP/CMAQ		7,000						
Section 3/Highway		7,000						
AB 471/ADA Grants						0		
Bikeway								
Environmental Enhancement		3,000						
Subtotal, Federal Share	0	17,000	0	0	0	0	0	0
Short Term Tax-exempt Debt		59,670						
Subtotal, Sources of Funds	0	85,903	0	0	0	0	0	0
Uses of Funds								
Project Costs Incurred	1,914	2,072	2,072	2,072	1,140	1,140	829	0
Financing Costs								
Cost of Debt Issue		1,193						
Interest Expense								4,177
Debt Repayment/RTD Repayment								54,300
Subtotal, Uses of Funds	1,914	3,266	2,072	2,072	1,140	1,140	829	58,477
Ending Balance	-71,208	11,430	9,357	7,285	6,145	5,006	4,177	-54,300

For Discussion Only



**RTD HEADQUARTERS  
CONSTRUCTION BUDGET**

*Hard Costs*

Shell and Core	\$59,500
Tenant Improvements	20,125
Parking	11,011
Art	1,360
Subtotal, hard costs	<u>\$91,995</u>

*Soft Costs and Land*

Allocation	\$21,845
Permits and fees @ 2% of hard costs	1,840
Insurance and bonds @ 2%	1,840
Mitigation fees	4,165
Subtotal, soft costs and land	<u>\$29,690</u>
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$121,685</b>

**OTHER HEADQUARTERS COSTS**

Furniture	\$9,000
Communications	4,000
Computers	1,500
Security	1,750
Relocation	402
Subtotal, other costs	<u>\$16,652</u>
<b>TOTAL HEADQUARTERS COST</b>	<b>\$138,337</b>

CATELLUS DEVELOPMENT CORPORATION  
 GATEWAY CENTER - PHASE II  
 LACTC HEADQUARTERS - 600,000 RSF  
 655,000 GSF

## DEVELOPMENT COSTS:

1993  
 DOLLARS

OFFSITES - STREET AND UTILITY IMPROVEMENTS	1,000,000	
SITE DEVELOPMENT (113,500 SF @ \$10 PSF)	1,135,000	
PARKING (OFFICE ONLY - 600 STALLS)	9,900,000	\$ 16,500 PER STALL
SHELL	53,710,000	\$ 82 PGSF
TENANT IMPROVEMENTS	23,100,000	\$ 39 PRSF
HARD COSTS CONTINGENCY	4,442,250	5.00%
ARCHITECTURAL & ENGINEERING	5,774,925	6.50%
SURVEY, TEST & INSPECTION	1,981,244	2.00%
PERMITS AND FEES	3,275,000	\$ 5 PGSF
DEVELOPER FEES	4,442,250	5.00%
CONSULTING, G & A, LEGAL	300,000	
RE TAXES DURING CONSTRUCTION	850,000	
INDIRECT CONTINGENCY	831,171	5.00%
MITIGATION FEES	6,600,000	\$ 11 PRSF
INFRASTRUCTURE, MASTERPLAN, OTHER	7,200,000	
<b>TOTAL DEVELOPMENT COSTS</b>	<b>124,541,839</b>	
<b>BOND ISSUANCE COSTS</b>	<b>2,825,680</b>	
<b>CONSTRUCTION INTEREST</b>	<b>13,916,473</b>	
<b>CDC LAND</b>	<b>18,000,000</b>	\$30 PER RENTABLE F.A.R.
<b>TOTAL PROJECT COSTS</b>	<b>159,283,993</b>	
<b>TOTAL PROJECT COSTS PER SQ. FOOT</b>	<b>\$ 265 PSF</b>	