MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of April _____, 2008 by and between the CITY OF COSTA MESA, a municipal corporation ("CITY"), and SOUTH COAST PLAZA, a California general partnership ("DEVELOPER A"), and MAGUIRE PROPERTIES-PACIFIC ARTS PLAZA, LLC, a Delaware limited liability company ("DEVELOPER B") (CITY, DEVELOPER A AND DEVELOPER B are herein, individually, each a "Party" and, collectively, the "Parties"), with respect to the following:

RECITALS

A. CITY and DEVELOPER A are parties to a certain Development Agreement for Segerstrom Town Center (DA-00-02) dated as of March 5, 2001 and recorded May 4, 2001 as Instrument No. 2001-0281648 in the Official Records of Orange County, California ("Development Agreement – A"). CITY and DEVELOPER B are parties to a certain Development Agreement for Two Town Center (DA-00-04) dated as of July 27, 2001 and recorded August 13, 2001 as Instrument No. 2001-0556976 in the Official Records of Orange County, California ("Development Agreement – B"). Development Agreement – A and Development Agreement – B each cover portions of Town Center, as defined in each of Development Agreement – A and Development Agreement – B (collectively, the "Development Agreements").

B. Pursuant to the Development Agreements, there has been developed a Theatre and Arts District Plan, as amended (the "TAD Plan"), which TAD Plan was adopted by the City Council by resolution on February 2, 2004. Among other things, the TAD Plan requires that DEVELOPER A and DEVELOPER B enter into a maintenance agreement(s) with the CITY to provide for the maintenance of certain landscape and hardscape improvements located in the public right-of-way. This Agreement is intended to satisfy such requirement.

AGREEMENT

IN CONSIDERATION OF the foregoing recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Maintenance Obligations

(a) DEVELOPER A shall maintain, repair and replace each and all of the Improvements (as defined below) constructed or to be constructed by DEVELOPER A in the public right-of-way in the "Theater and Arts District Area" (as such area is more fully described in the TAD Plan) and/or in its immediate vicinity. Such obligation shall accrue from the date of this Agreement as to currently existing Improvements and from the date of completion as to Improvements which may, from time to time, hereafter be constructed or installed, as authorized by the TAD Plan ("Future Improvements"). The currently existing Improvements to be maintained, repaired and replaced by DEVELOPER A are listed, by type and/or location in Schedule A attached hereto. DEVELOPER A shall also be responsible for the cost of the water

usage for irrigation of its respective Improvements. Upon execution of this Agreement, DEVELOPER A will have the billing for each existing CITY water meter serving its Improvements transferred to its name. DEVELOPER A shall not be required to purchase and/or install any additional water meters.

(b) DEVELOPER B shall maintain, repair and replace each and all of the Improvements constructed or to be constructed by DEVELOPER B in the public right-of-way in the Theater and Arts District Area and/or in its immediate vicinity. Such obligation shall accrue from the date of this Agreement as to currently existing Improvements and from the date of completion as to Future Improvements. The currently existing Improvements to be maintained, repaired and replaced by DEVELOPER B are listed, by type and/or location, in Schedule B attached hereto. DEVELOPER B shall also be responsible for the cost of the water usage for irrigation of its respective Improvements. Upon execution of this Agreement, DEVELOPER B will have the billing for each existing CITY water meter serving its Improvements transferred to its name. DEVELOPER B shall not be required to purchase and/or install any additional water meters.

(c) The Improvements described in subparagraph (a) and subparagraph (b) are herein referred to, collectively, as the "Improvements." As to each of DEVELOPER A and DEVELOPER B, the Improvements shall be limited to the landscaping, including trees and bushes, and hardscaping specifically described in Schedule A and Schedule B and shall not include (i) lighting and light standards, (ii) public sidewalks located in landscaped parkways, (iii) curbs and gutters, (iv) CITY signage, (v) repair or replacement of street paving, whether due to irrigation run off or otherwise, and (vi) repair or replacement of existing conditions in hardscape improvements which the CITY has previously instructed DEVELOPERS not to correct. In addition, as to DEVELOPER A, the Improvements shall not include the embedded lit pedestrian cross walk on Town Center Drive between Bristol Street and Park Center Drive. Maintenance, repair and replacement of all items not included in Improvements to be maintained by the DEVELOPERS shall remain the responsibility of the CITY.

(d) The description of and maintenance obligations with respect to Future Improvements shall be more specifically set forth in encroachment permits issued in connection with the construction or installation of such Future Improvements.

(e) Notwithstanding any other provision of this Agreement the CITY shall maintain and preserve the right to have its employees, contractors, or other agents of the CITY (including, but not limited to, utility company personnel) enter the areas containing Improvements, and to alter those Improvements as reasonably necessary, provided that such alterations do not unreasonably interfere with the ability of the DEVELOPERS to perform their obligations hereunder and do not increase the cost of the obligations imposed upon the DEVELOPERS pursuant to this Agreement.

2. Standards of Maintenance.

(a) Each DEVELOPER shall maintain the Improvements for which it is responsible pursuant to this Agreement in good condition and repair with a quality level

consistent with the maintenance level provided by each DEVELOPER with respect to its respective properties and in compliance with any applicable CITY ordinances. Without limiting the generality of the foregoing, all landscaped areas shall be trimmed and be free of dead vegetation and blight, all paved areas shall be maintained clean and free of debris and all painted surfaces and signage (other than CITY signage) shall be clean and treated as frequently as necessary to maintain a good appearance. Without limiting the generality of the maintenance obligations set forth herein, such maintenance shall include the obligation to repair and/or replace any Improvements damaged or destroyed by vandalism or traffic accidents, but shall not include repair or replacement of any item for which the CITY is responsible pursuant to paragraph 1(d) due to a traffic accident. All work requiring placement of equipment or materials in a public street will require issuance of a Lane Closure Permit by the CITY for which the fee shall be waived. All work by each DEVELOPER pursuant to this Agreement shall be at the sole cost and expense of such DEVELOPER, subject to any cost reimbursements by their respective tenants.

(b) All work, labor and materials provided by each DEVELOPER pursuant to this Agreement shall comply with all laws, ordinances, rules and regulations of all governmental authorities with jurisdiction thereof. Similarly, each DEVELOPER shall require each contractor retained by it to comply with all such requirements. Said requirements include, but are not limited to, all of the provisions of the Workers' Compensation Insurance and Safety in Employment Laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto, and all similar federal, state, county or local laws applicable to such work.

(c) Neither DEVELOPER shall be deemed to be in default hereunder where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, or other cause without fault and beyond the reasonable control of such Party. If any such events shall occur, the time for performance by a Party of its obligations hereunder shall be extended for the period of time that such events prevented such performance.

3. Insurance and Indemnity. A DEVELOPER shall not commence (nor permit its contractor to commence, if such work is to be performed by a third party contractor retained by such DEVELOPER) its work to be performed by or for it hereunder until such DEVELOPER (or its contractor) has obtained all insurance required herein and evidence of such insurance has been provided to CITY, nor shall a DEVELOPER allow any contractor to commence work pursuant to this Agreement until all insurance required of the contractor has been so obtained and provided to CITY.

3.1. Minimum Scope and Limits of Insurance. Each DEVELOPER shall obtain and maintain during the term of this Agreement the following insurance coverages:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors and personal injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limit, per occurrence and aggregate.

(b) Automobile liability for owned vehicles, hired and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limit, per occurrence and aggregate.

(c) Worker's compensation insurance as required by the State of California.

3.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."

(b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

3.3 Certificates of Insurance. Each DEVELOPER shall provide to CITY certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content reasonably satisfactory to CITY, prior to performing any services under this Agreement.

3.4 Non-limiting. Nothing in this Section shall be construed as limiting, in any way, the indemnification provision contained in this Agreement, or the extent to which a DEVELOPER may be held responsible for payment of damages to persons or property.

3.5 Contractors' Insurance. Each DEVELOPER shall require each contractor performing services for it hereunder to obtain and maintain during the performance of such services the following insurance coverage.

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors and personal injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limit, per occurrence and aggregate.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance for the statutory limits; and, if any work is subcontracted, such DEVELOPER shall require all subcontractors similarly to provide workers' compensation insurance for the statutory limits. Such workers' compensation insurance shall provide that the insurance may not be cancelled until thirty (30) days after written notice of such cancellation is provided to CITY and such DEVELOPER.

(d) An endorsement shall be obtained for the policies providing that the insurance referenced above in subparagraphs (a) and (b) names the CITY and the relevant DEVELOPER as additional insureds and providing for 30 days advance notice of cancellation to CITY and DEVELOPER.

(e) An endorsement shall be obtained for the policies referenced above in subparagraphs (a) and (b) stating that: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance by this policy."

(f) Each DEVELOPER shall provide to CITY proof reasonably satisfactory to CITY showing the above-referenced insurance coverage prior to permitting a contractor to begin work under this Agreement.

3.6 CITY'S Review of Certificates of Insurance. CITY does not assume any affirmative obligation to review or approve any or all insurance certificates submitted to it. Failure of CITY to review and/or approve specified insurance coverages shall not alter or invalidate this Agreement. CITY does not assume any obligation to protect the interests of either DEVELOPER or any contractor(s) in reviewing and/or approving the certificates of insurance.

4. Indemnification.

(a) Except for claims arising out of the active negligence of the CITY, its officers, employees, or agents, each DEVELOPER agrees to protect, defend, indemnify and hold harmless the CITY and its elective and appointive boards, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury to or death of, any person, and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement by or on behalf of such DEVELOPER, and, without limiting the generality of the foregoing, from the violation of any statute, law, regulation or other legal requirement concerning a safe place for employment of workers.

(b) CITY does not, and shall not, waive any rights against either DEVELOPER which it may have by reason of the aforesaid hold harmless agreement because of the acceptance by CITY or the deposit with CITY by a DEVELOPER of any insurance policies or certificates of insurance purporting to indemnify for the aforesaid losses. The aforesaid hold harmless agreement shall apply to all liabilities, claims, expenses and damages of every kind, including but not limited to attorneys' fees, suffered or alleged to have been suffered, by reason of the performance of the obligations hereunder by a DEVELOPER or any contractor or others performing on behalf of a DEVELOPER, regardless of whether or not such insurance policies are applicable.

5. Term and Termination of Agreement. The term of this Agreement (the "Term") shall commence on the date first written above and shall continue, as to each DEVELOPER, until execution and delivery by the CITY and such DEVELOPER of a written agreement terminating the obligations of such DEVELOPER. Without limiting or qualifying the foregoing, the Term shall continue in perpetuity unless and until the CITY wishes to assume the maintenance obligations set forth herein. No termination of this Agreement, including any

partial termination provided for in paragraph 6 below, shall relive the relevant DEVELOPER(S) of its/their obligations accrued through the date of termination or partial termination.

6. Termination as to Particular Improvements. The term of the obligations set forth in this Agreement as such obligations pertain to any particular Improvement shall commence on the date first written above for currently existing Improvements and on the date of completion of construction or installation for Future Improvements, and shall continue until:

(a) Execution and delivery to the CITY of an assignment and assumption pursuant to paragraph 7 as to which the transferee thereunder expressly assumes in writing the obligations of a DEVELOPER hereunder as to a particular Improvement(s) (in which case the assuming transferee shall replace such DEVELOPER hereunder as to the Improvement(s) for which such assumption is provided).

(b) Execution and delivery by CITY and the responsible DEVELOPER of a written agreement reasonably satisfactory to both Parties eliminating such Improvement(s) from the scope of this Agreement.

(c) Destruction, demolition or removal of a particular Improvement(s) by CITY without replacement, or with replacement by CITY with an Improvement(s) for which the CITY or a person or entity other than the relevant DEVELOPER assumes responsibility.

7. Assignment. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Nothing set forth in this Agreement shall prohibit a DEVELOPER from (a) selling, leasing or otherwise transferring all or a portion of the property subject to such DEVELOPER's Development Agreement and (b) as a part of such sale, lease or other transfer (collectively, a "Transfer") assigning to the transferee all or a part of the obligations of such DEVELOPER pursuant to this Agreement. No approval or consent by the CITY shall be required in connection with any transfer described in the immediately preceding sentence. Provided, however, that the relevant DEVELOPER shall not be relieved of the obligations hereunder assigned as a part of such Transfer unless, concurrently with such Transfer, the transferee assumes the obligations thereby transferred by means of a written assumption executed by the transferee, in form and substance reasonably satisfactory to CITY and delivered to CITY. Any release or partial release of a DEVELOPER pursuant to this paragraph shall extend only to obligations accruing subsequent to the effective date of the Transfer and not to obligations accrued prior to the effective date of the Transfer. Any transferee of a DEVELOPER's obligations pursuant to this Agreement shall meet the insurance requirements set forth above in paragraph 3, and the insurance required thereunder shall be effective as of the date of the Transfer.

8. Inspections, Defaults and Remedies.

(a) CITY may, at any time and from time to time, inspect the Improvements or any of them to ascertain the compliance of each DEVELOPER with its respective obligations pursuant to this Agreement. In the event that CITY determines that there is any non-compliance by a DEVELOPER hereunder, the CITY shall promptly so notify the relevant DEVELOPER thereof in writing.

(b) In the event of any failure of a DEVELOPER to perform its respective obligations pursuant to this Agreement, the CITY shall notify the relevant DEVELOPER in writing, setting out in reasonable detail the alleged failure on the part of such DEVELOPER pursuant to this Agreement. Failure of such DEVELOPER to cure such failure within thirty (30) days after receipt of such notice shall be deemed a default by such DEVELOPER entitling CITY to exercise all rights available to CITY pursuant to this paragraph. Provided, however, that if the nature of such failure is such that it cannot be cured within such thirty (30) day period, then such failure shall not be deemed a default hereunder so long as the relevant DEVELOPER commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion. Notwithstanding the foregoing, if at any time the CITY reasonably determines that the condition of an Improvement is potentially hazardous to the public's health and safety, the CITY may immediately take all necessary steps to ameliorate such hazard and then exercise all other rights available to the CITY hereunder.

(c) In the event of any default by a DEVELOPER pursuant to this Agreement, CITY shall have all remedies available to CITY at law or equity, including but not limited to:

(i) Institution of a legal action to obtain an order to cure, correct or remedy such default, to enjoin any default or threatened default or to enforce the terms of this Agreement by specific performance or other equitable remedy.

(ii) Termination of this Agreement as to such DEVELOPER by written notice to DEVELOPER given after the expiration of the cure period (and without a cure being effected).

(iii) Performance by CITY of the obligation which such DEVELOPER has failed to perform. In such event, the relevant DEVELOPER shall reimburse the CITY for the reasonable costs of such cure within twenty (20) days after receipt of CITY's invoice therefor, together with interest thereon at the applicable usury rate from date of expenditure through date of repayment and any attorneys' fees for which such DEVELOPER may be responsible pursuant to this Agreement.

(d) CITY acknowledges that the obligations of each DEVELOPER hereunder, and of any transferee pursuant to paragraph 5 hereof, are separate and distinct from the obligations of each other DEVELOPER and transferee. Accordingly, any default by any DEVELOPER or transferee shall not entitle the CITY to any remedies against any other DEVELOPER or transferee. Nothing herein, however, shall preclude or limit CITY's rights as against a defaulting DEVELOPER or transferee.

9. Notices. All notices under this agreement shall be in writing and shall be delivered:

(i) by personal service,

(ii) by certified or registered mail, postage prepaid, return receipt requested, or

(iii) by Federal Express or other reputable courier service.

CITY: City Clerk – City of Costa Mesa
77 Fair Drive
Costa Mesa, California 92628-1200

DEVELOPER A: South Coast Plaza
3315 Fairview Road
Costa Mesa, California 92626
Attn: Chief Financial Officer

DEVELOPER B: Maguire Properties-Pacific Arts Plaza, LLC
3200 Park Center Drive, #1150
Costa Mesa, California 92626
Attn: General Manager

Any notice personally served shall be effective upon service thereof; any notice sent by certified or registered mail, postage prepaid and properly addressed shall be effective upon the date of receipt or refusal indicated on the return receipt; and any notice sent by a reputable courier service shall be effective upon the date of receipt or refusal indicated on the courier's delivery receipt.

Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder shall be deemed to be receipt of such notice, demand or request sent. Any Party can change its address for notices at any time by written notice to the others given in the manner provided in this paragraph.

10. Severability. If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, in such event the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of the invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible; provided, however, that in no event shall any Party be required to agree to an amendment or modification of this Agreement that materially adversely impacts its rights or materially increases its obligations or risks as set forth herein.

11. Time of Essence. Time is of the essence in the performance of each provision of this Agreement as to which there is a time element.

12. Parties in Interest. This Agreement and all of its terms, conditions and provision are entered into only for the benefit of the Parties executing this Agreement (and their respective successors in interest), and not for the benefit of any individual or entity. No other person or entity shall have any right of action based upon any provision of this Agreement.

13. Further Actions and Instruments. Each DEVELOPER and CITY shall cooperate with and provide reasonable assistance to the other Party to the extent necessary to implement this Agreement.

14. Independent Contractors. It is expressly understood and agreed by the Parties that each DEVELOPER, while engaged in carrying out the terms and conditions of this Agreement, is an independent contractor and not an employee of CITY.

15. Section Headings. All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

16. Rules of Language Construction. As used herein, the singular of any word includes the plural and the masculine gender includes the feminine.

17. Applicable Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

18. Approvals, Reasonableness. Except when this Agreement specifically authorizes a Party to withhold its approval or consent in its sole and absolute discretion, when any Party shall require the approval of another Party in order to fulfill any covenant, provision or condition set forth herein, such approval shall not be unreasonably withheld, conditioned or delayed by the Party from whom such approval or consent is sought.

19. Amendments and Waivers. No modification or amendment to this Agreement of any of the provisions hereof shall be effective for any purpose unless set forth in a writing signed by duly authorized representatives of all Parties. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

20. Authority to Execute. The persons executing this Agreement warrant and represent that they have the authority to execute this Agreement and represent that they have the authority to bind the Parties for which they are signing to the performance of the obligations hereunder.

21. Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire understanding and agreement of the Parties and supercedes all previous negotiations, discussions and agreements between the Parties with respect to all or part of the subject matter hereof. No parole evidence or any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

22. Litigation Expenses. In any judicial proceeding or arbitration between or among the Parties (collectively, an "Action") in any way connected with or arising out of the terms and provisions of this Agreement, the prevailing Party in such Action shall be awarded all of its actual and reasonable costs and expenses (whether or not the same would be recoverable pursuant to Code of Civil Procedure Sections 1033.5 or 1717 in the absence of this Agreement), including but not limited to expert witness fees, attorneys' fees, and costs of investigation and preparation prior to the commencement of the Action. The right to recover such costs and expenses shall accrue upon commencement of the Action, regardless of whether the Action is prosecuted to a final judgment or decision.

IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement as of the date first hereinabove written.

CITY OF COSTA MESA

_____

Mayor of the City of Costa Mesa

ATTEST:

_____

City Clerk of the City of Costa Mesa

APPROVED AS TO FORM:

_____

City Attorney

SOUTH COAST PLAZA, a California general partnership

By C.J. Segerstrom & Sons, a California general partnership, Managing General Partner

By Henry T. Segerstrom Management LLC, a California limited liability company, Manager

By _____

Manager

OR

By _____

Alternate Manager

AND

By HTS Management Co., Inc., a California corporation, Manager

By _____

Title: Senior Vice President

"Landlord"

Dated: _____, 2008

Approved as to Form.

By _____

MAGUIRE PROPERTIES-PACIFIC ARTS PLAZA, LLC, a Delaware limited liability company

By: Maguire Properties Holdings II, LLC a Delaware limited liability company
Its Sole Member

By: Maguire Properties Holdings I, LLC a Delaware limited liability company,
Its Sole Member

By: Maguire Properties, L.P.
a Maryland limited partnership,
As agent for Maguire Properties Holdings I, LLC

By: Maguire Properties, Inc.
a Maryland corporation
Its General Partner

By _____

Name: _____

Title: _____

Dated: _____, 2008

IMPROVEMENTS TO BE MAINTAINED
BY DEVELOPER A

1. The landscaped and hardscaped medians in and the landscaped parkway along the south side of Sunflower Avenue between Bear Street and Avenue of the Arts, including irrigation systems and the electrical systems for such irrigation systems.

2. The landscaped and hardscaped median in and the landscaped parkway along the east side of Bristol Street between Sunflower Avenue and Anton Boulevard, including irrigation systems and the electrical systems for such irrigation systems.

3. The medians and the traffic circle in Avenue of the Arts between Sunflower Avenue and Anton Boulevard, including irrigation systems and the electrical systems for such irrigation systems.

4. The landscaped parkway on the north side of Anton Boulevard between Bristol Street and Avenue of the Arts, including irrigation systems and the electrical systems for such irrigation systems.

5. The landscaped and hardscaped medians Park Center Drive between Sunflower Avenue and Town Center Drive, including irrigation systems and the electrical systems for such irrigation systems.

6. The landscaped parkways on both sides of Town Center Drive between Bristol Street and Park Center Drive, including irrigation systems and the electrical systems for such irrigation systems.

7. For purposes of 1 through 6, Developer A will assume control of all irrigation related water and electrical meters serving these Improvements and will be responsible for the water and electrical costs with respect to providing such irrigation. Developer A will not be responsible for maintenance, repair or replacement of adjacent road pavement, whether due to irrigation runoff or other causes.

IMPROVEMENTS TO BE MAINTAINED BY DEVELOPER B

1. The landscaped and hardscaped medians in and the landscaped parkway along the south side of Anton Boulevard between Bristol Street and Avenue of the Arts, including irrigation systems and the electrical systems for such irrigation systems.

2. Landscaped and hardscaped medians in Avenue of the Arts between Anton Boulevard and the I-405 Freeway, including any irrigation systems and the electrical systems for such irrigation systems.

3. The landscaped parkway along the west side of Avenue of the Arts between Anton Boulevard and the I-405 Freeway, including irrigation systems and the electrical systems for such irrigation systems.

4. The landscaped parkway along the east side of Bristol Street from the I-405 off ramp to Anton Boulevard, including irrigation systems and the electrical systems for such irrigation systems.

5. For purposes of 1 through 4, Developer B will assume control of all irrigation related water and electrical meters serving these Improvements and will be responsible for the water and electrical costs with respect to providing such irrigation. Developer B will not be responsible for maintenance, repair or replacement of adjacent road pavement, whether due to irrigation runoff or other causes.