

**RESOLUTION NO. 92-061**

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF JUL 14 1992

**SETTLEMENT AGREEMENT BY AND BETWEEN THE AGENCY,  
THE CITY OF SACRAMENTO AND CAPITOL MALL PARTNERS  
RELATING TO DISPUTES UNDER LOT A DDA**

WHEREAS, on or about January 18, 1991, the Redevelopment Agency of the City of Sacramento (hereinafter "Agency") entered into that certain Disposition and Development Agreement (hereinafter "DDA") with Capitol Mall Partners (hereinafter "CMP") pertaining to development of certain improvements (hereinafter "the Project") on that certain real property commonly known as Lot A (hereinafter "the Subject Property"); and

WHEREAS, the DDA provided in part that CMP was to close escrow on Phase I of the Project on or before June 18, 1992; and

WHEREAS, escrow did not close on or before June 18, 1992; and

WHEREAS, the DDA contained certain provisions regarding a deposit (hereinafter "the Deposit") in the form of a letter of credit (hereinafter "the Letters of Credit") which the Agency would be entitled to retain under certain conditions if the escrow did not close on or before June 18, 1992; and

WHEREAS, Agency and the City of Sacramento (hereinafter "City") have previously presented for payment the Letters of Credit comprising the Deposit to Chase Manhattan Bank and River City Bank as the Letters of Credit issuers (hereinafter the "Issuers"); and

WHEREAS, the Issuers have declined to honor the presentation by the Agency and City of the Letters of Credit for payment; and

WHEREAS, River City Bank has filed a complaint for declaratory relief in the Superior Court of the County of Sacramento, case number 527791, naming Agency, City and Peter A. McCuen, individually and doing business as McCuen Properties, as defendants (hereinafter "the Complaint"); and

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WHEREAS, Agency and City, on the one hand, and CMP, on the other hand, have been engaged in a dispute, as to whether or not Agency and City are entitled to retain the Deposit because the escrow did not close on or before June 18, 1992; and

WHEREAS, the governing bodies of the Agency and City have decided it is in the best interests of the Agency and City, for reasons including the fostering of eventual development of Lot A, not to pursue the retention of the Deposit and the payment of the Letters of Credit; and

WHEREAS, Agency, City and CMP desire to settle all disputes with each other concerning the DDA, Subject Property, Deposit and the Letters of Credit;

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO:

Section 1: The Agency does hereby approve, ratify and authorize the Settlement Agreement, in the form attached as Attachment 1 to this Resolution is approved, ratified and authorized.

Section 2: The Chair of the Agency is authorized to execute the Settlement Agreement on behalf of Agency.

  
\_\_\_\_\_  
CHAIR

ATTEST:

  
\_\_\_\_\_  
SECRETARY

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*[Handwritten Signature]*  
COUNTY CLERK

Recording requested by  
and when recorded return to:

Redevelopment Agency of the  
City of Sacramento  
630 I Street  
Sacramento, CA 95814

No Fee document - Entitled to  
free recording per Govt. Code  
Sec. 6103 and 27383

SETTLEMENT AGREEMENT AND FULL RELEASE OF CLAIMS

THIS AGREEMENT is made as of July 14, 1992 by and between THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (hereinafter "Agency"), THE CITY OF SACRAMENTO (hereinafter "City"), and CAPITOL MALL PARTNERS, L. P., a California limited partnership, comprised of RAR SACRAMENTO, L. P., a California limited partnership, ROCKEFELLER & ASSOCIATES, L. P., a California limited partnership, W. HATCH INTERESTS, INC., a California corporation, MCCUEN CAPITOL MALL PARTNERS, L. P., a California limited partnership, and PETER A. MCCUEN (hereinafter collectively "CMP"). Each of the entities or individuals collectively referred to as "CMP" are executing this Settlement Agreement and Full Release of Claims in such party's respective capacity as a signatory agent of CAPITOL MALL PARTNERS, L. P., a California limited partnership, and in such party's individual and separate capacity as a party to this Settlement Agreement and Full Release of Claims. The obligations of the parties collectively referred to as "CMP" in this Settlement Agreement and Full Release of Claims shall be joint and several.

NO FEE B  
City Agreement No. 92-111  
17

Recitals

WHEREAS, on or about January 18, 1991, the Agency entered into that certain Disposition and Development Agreement (hereinafter "DDA") with CMP pertaining to development of certain improvements (hereinafter "the Project") on that certain real property commonly known as Lot A (hereinafter "the Subject Property"), as more particularly described in Exhibit A hereto; and

WHEREAS, the aforesaid DDA provided in part that CMP was to close escrow on Phase I of the Project on or before June 18, 1992; and

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**SETTLEMENT AGREEMENT AND FULL RELEASE OF CLAIMS**

**WHEREAS**, escrow did not close on or before June 18, 1992; and

**WHEREAS**, the DDA contained certain provisions regarding a deposit (hereinafter "the Deposit") in the form of a letter of credit (hereinafter "the Letters of Credit") which the Agency would be entitled to retain under certain conditions if the escrow did not close on or before June 18, 1992; and

**WHEREAS**, Agency and City have previously presented for payment the Letters of Credit comprising the Deposit to Chase Manhattan Bank and River City Bank as the issuers thereof (hereinafter the "Issuers"); and

**WHEREAS**, the Issuers have heretofore declined to honor the presentation by the Agency and City of the Letters of Credit for payment; and

**WHEREAS**, River City Bank has filed a complaint for declaratory relief in the Superior Court of the County of Sacramento, case number 527791, naming Agency, City and Peter A. McCuen, individually and doing business as McCuen Properties, as defendants thereto (hereinafter "the Complaint"); and

**WHEREAS**, Agency and City, on the one hand, and CMP, on the other hand, have heretofore been engaged in a dispute, inter alia, as to whether or not Agency and City are entitled to retain the Deposit because the escrow did not close on or before June 18, 1992; and

**WHEREAS**, the governing bodies of the Agency and City have decided it is in the best interests of the Agency and City, including but not limited to, in regards to fostering the timely

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ultimate development of Lot A, not to pursue the retention of the Deposit and the payment of the Letters of Credit; and

WHEREAS, Agency, City and CMP desire to settle all disputes with each other concerning the DDA, Subject Property, Deposit and the Letters of Credit;

NOW, THEREFORE, for good and valuable consideration, including without limitation the mutual covenants, promises, conditions, and agreements set forth herein, the parties hereto agree as follows:

1. **Effective Date.** The "Effective Date" of this Settlement Agreement And Full Release Of Claims (hereinafter "Settlement Agreement") means and shall be July 14, 1992.

2. **Independent Counsel.** The parties acknowledge and agree that they each have been represented by independent legal counsel and have relied on counsel of their own choosing at all stages of the negotiation, preparation and drafting of this Settlement Agreement. Each party further acknowledges that this Settlement Agreement has been carefully read by each respectively. Each party further acknowledges that this Settlement Agreement has been explained to each by their respective counsel, and that each party fully understands the contents and legal effect of this Settlement Agreement.

3. **Covenant Not To Sue.** The Agency and City, on the one hand, and CMP, on the other hand, covenant and agree not to bring or make any claims, demands, actions, liens, lawsuits, or causes of action of any nature whatsoever in law or in equity, whether based on a tort, contract, statutory or other legal theory of recovery, and whether for compensatory (both general and special), punitive (or

**SETTLEMENT AGREEMENT AND FULL RELEASE OF CLAIMS**

exemplary), statutory or any other form of damages or legal relief (including attorneys' fees and legal costs), known or unknown, existing or claimed to exist against each other, or any person or entity thereof, in any court, forum, jurisdiction, or proceeding, concerning or relating to the DDA, Subject Property, Deposit and the Letters of Credit.

4. **Release.** For and in consideration of the covenants and conditions contained herein, the Agency and City, on the one hand, and CMP, on the other hand, and their respective successors, heirs, and assigns, releases and forever discharges each other, as well as the Issuers, and their past, present and future officers, directors, stockholders, attorneys, agents, representatives, employees, subsidiaries, affiliates, predecessors-in-interest, successors-in-interest and assigns, and all other persons, partnerships, corporations, associations and other legal entities with whom any of the foregoing has been, are now or may hereafter be affiliated, from any and all claims, demands, obligations and causes of action of any nature whatsoever, whether actual, inchoate, vested or contingent, in law and in equity, and whether based on a tort, contract, statutory or other legal theory of recovery, and whether for compensatory (both general and special), punitive (or exemplary), statutory or any other form of damages or legal relief (including attorneys' fees and legal costs), known or unknown, existing or claimed to exist, which each have had, now have or may hereafter accrue, against the other which arise out of or are in any way connected with the DDA, Subject Property, Deposit and Letters of Credit.

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SETTLEMENT AGREEMENT AND FULL RELEASE OF CLAIMS

5. **Quitclaim Deed.** CMP agrees to tender a quitclaim deed, in recordable form reasonably acceptable to Agency and City, quitclaiming to Agency and City any and all interest of CMP in the Subject Property no later than July 28, 1992.

6. **Indemnification of Agency and City By CMP.** CMP shall indemnify Agency and City against any and all liability and costs (including attorneys' fees and legal costs incurred after July 14, 1992) associated with defending Agency and City against any claims, demands, liens, lawsuits, or causes of action of any nature whatsoever in law or in equity, brought by Issuers concerning or relating to the Letters of Credit, including but not limited to the Complaint, and shall make a good faith effort to cause River City Bank to dismiss the Complaint as to Agency and City as defendants thereto no later than July 28, 1992.

7. **No Determinations By Agency Or City.** The parties hereto acknowledge that the governing bodies of Agency and City have not heretofore formally made and will not hereafter formally make any determinations or findings whatsoever as to whether or not CMP has attempted in good faith to fulfill the conditions precedent, or to otherwise comply with any of its obligations, contained in the DDA.

8. **Assumption Of The Risk And Waiver Of Civil Code Section 1542.** Each party hereto expressly waives and assumes the risk of any and all claims, demands, obligations or causes of action arising out of the matters described herein which may exist in favor of any party hereto, but of which any party hereto, or any person or entity thereof, does not know or believe to exist in their favor, whether the lack of knowledge or belief results

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through ignorance, oversight, error, negligence or otherwise, and that, if known, would materially affect their decision to enter into this Settlement Agreement. The parties hereto, therefore, waive any and all of their respective rights under section 1542 of the Civil Code of California, which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

9. **No Assignment Of Claims.** The parties hereto each represents and warrants to the other parties hereto that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action which they have released in this Settlement Agreement, and that none of the parties hereto has sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action released by such party in this Settlement Agreement.

Each party hereto shall defend, indemnify, and hold harmless the other parties hereto, and their agents, employees and attorneys, from any claims, damages, injuries, actions, causes of action, liens, and lawsuits, including attorneys' fees and costs, arising out of or in any way related to any such assignment of claims.

10. **Effect Of Settlement Agreement.** Agency and City, on the one hand, and CMP, on the other hand, agree that this Settlement Agreement, as well as all of its covenants, promises, terms and conditions, shall act to preclude the making of any claims of each

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**SETTLEMENT AGREEMENT AND FULL RELEASE OF CLAIMS**

against one another arising out of, relating to, or concerning the DDA, Subject Property, Deposit and the Letters of Credit.

11. **Cooperation Of Parties.** The parties and their attorneys, agents, representatives, and employees, shall cooperate with each other in the implementation of the terms and conditions of this Settlement Agreement and shall execute such documents as may be necessary to effectuate the terms and conditions of this Settlement Agreement, including but not limited to, causing the immediate return of the Letters of Credit to CMP and the dismissal of the Complaint as to each defendant thereto.

12. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the parties hereto, with regard to the matters set forth in it, and it shall be binding upon and inure to the benefits of the executors, administrators, heirs, successors and assigns of each of them.

13. **California Law.** This Settlement Agreement is executed in the State of California and shall be subject to and interpreted under the laws of the State of California.

14. **Interpretation Of Settlement Agreement.** In the event of any uncertainty of the terms or conditions of this Settlement Agreement, such uncertainty shall be resolved fairly and in accordance with the intent of the parties as set forth herein and without regard to which party caused such uncertainty to exist.

15. **Severability.** If any term, covenant, provision, or condition of this Settlement Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Settlement Agreement shall

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remain in full force and effect and shall in no way be affected, impaired, or invalidated.

16. **Modification, Revocation or Termination.** This Settlement Agreement may not be altered, amended, modified, revoked, or terminated except by an instrument in writing expressly referring to this Settlement Agreement and executed by each and every party to this Settlement Agreement. Each of the parties hereto waives the right to claim, contend, or otherwise assert in the future that this Settlement Agreement was modified, canceled, superseded, or changed by oral agreement, course of conduct or estoppel.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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THE PARTIES HEREBY ACKNOWLEDGE EACH HAS READ THE ABOVE SETTLEMENT AGREEMENT BEFORE SIGNING IT AND FULLY UNDERSTAND ITS TERMS, WHICH WERE EXPLAINED TO EACH BY ITS RESPECTIVE ATTORNEY.

**THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO**

By *Lynn Robie*  
Lynn Robie, Chair

**THE CITY OF SACRAMENTO**

ATTEST:

By *Lynn Robie*  
Lynn Robie, Vice Mayor

*Saline A. Burrows*  
CITY CLERK

**CAPITOL MALL PARTNERS, L. P., a California limited partnership**

By: RAR SACRAMENTO, L. P.,  
A California Limited Partnership,  
Its General Partner

By: ROCKEFELLER & ASSOCIATES, L. P.,  
A California Limited Partnership,  
Its General Partner

By: W. HATCH INTERESTS, INC.,  
A California Corporation,  
Managing General Partner

By \_\_\_\_\_  
William J. Hatch, President

By: MCCUEN CAPITOL MALL PARTNERS, L. P.,  
A California Limited Partnership,  
Its General Partner

By \_\_\_\_\_  
Peter A. McCuen, General Partner

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**SETTLEMENT AGREEMENT AND FULL RELEASE OF CLAIMS**

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**THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO**

By \_\_\_\_\_  
Anne Rudin, Chair

**THE CITY OF SACRAMENTO**

By \_\_\_\_\_  
Anne Rudin, Mayor

**CAPITOL MALL PARTNERS, L. P., a California limited partnership**

By: RAR SACRAMENTO, L. P.,  
A California Limited Partnership,  
Its General Partner

By: ROCKEFELLER & ASSOCIATES, L. P.,  
A California Limited Partnership,  
Its General Partner

By: W. HATCH INTERESTS, INC.,  
A California Corporation,  
Managing General Partner

By  \_\_\_\_\_  
William J. Hatch, President

By: MCCUEN CAPITOL MALL PARTNERS, L. P.,  
A California Limited Partnership,  
Its General Partner

By \_\_\_\_\_  
Peter A. McCuen, General Partner

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**SETTLEMENT AGREEMENT AND FULL RELEASE OF CLAIMS**

THE PARTIES HEREBY ACKNOWLEDGE EACH HAS READ THE ABOVE SETTLEMENT AGREEMENT BEFORE SIGNING IT AND FULLY UNDERSTAND ITS TERMS, WHICH WERE EXPLAINED TO EACH BY ITS RESPECTIVE ATTORNEY.

**THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO**

By \_\_\_\_\_  
Anne Rudin, Chair

**THE CITY OF SACRAMENTO**

By \_\_\_\_\_  
Anne Rudin, Mayor

**CAPITOL MALL PARTNERS, L. P., a California limited partnership**

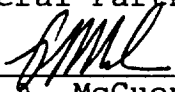
By: RAR SACRAMENTO, L. P.,  
A California Limited Partnership,  
Its General Partner

By: ROCKEFELLER & ASSOCIATES, L. P.,  
A California Limited Partnership,  
Its General Partner

By: W. HATCH INTERESTS, INC.,  
A California Corporation,  
Managing General Partner

By \_\_\_\_\_  
William J. Hatch, President

By: MCCUEN CAPITOL MALL PARTNERS, L. P.,  
A California Limited Partnership,  
Its General Partner

By  \_\_\_\_\_  
Peter A. McCuen, General Partner

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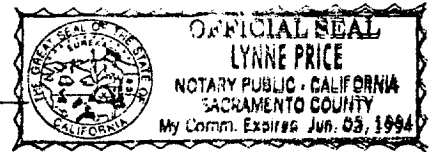
**SETTLEMENT AGREEMENT AND FULL RELEASE OF CLAIMS**

STATE OF CALIFORNIA )  
COUNTY OF Sacramento ) ss.

On July 21, 1992 before me, LYNNE PRICE, personally appeared, LYNN ROBIE personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lynne Price



STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) ss.

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

WITNESS my hand and official seal.

\_\_\_\_\_

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SETTLEMENT AGREEMENT AND FULL RELEASE OF CLAIMS

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

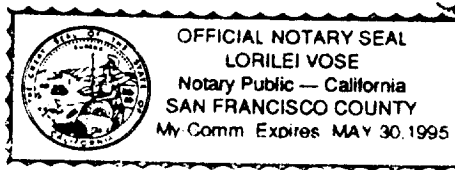
WITNESS my hand and official seal.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Francisco )

On July 21 1992 before me, Lorilei Vose, personally appeared, WILLIAM J. HATCH personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Lorilei Vose*



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**SETTLEMENT AGREEMENT AND FULL RELEASE OF CLAIMS**

STATE OF CALIFORNIA )  
COUNTY OF Sacramento ) ss.

On July 23, 1992 before me, Michelle D. Millecam, personally appeared, PETER A. MCCUEN personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Michelle Millecam



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SETTLEMENT AGREEMENT AND FULL RELEASE OF CLAIMS

ATTORNEY'S DECLARATION

I, BRENTON A. BLEIER, do declare that I am one of the attorneys for the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO and THE CITY OF SACRAMENTO in connection with the actions described herein. I have reviewed the foregoing Settlement Agreement and Full Release of Claims and each and every one of its provisions, have discussed its provisions fully and completely with my clients and have advised my clients to execute it.

DATED: JUL 21, 1992

  
\_\_\_\_\_  
Brenton A. Bleier

ATTORNEY'S DECLARATION

I, FRANKLIN BROCKWAY GOWDY, do declare that I am one of the attorneys for CAPITOL MALL PARTNERS, L. P. in connection with the actions described herein. I have reviewed the foregoing Settlement Agreement and Full Release of Claims and each and every one of its provisions, have discussed its provisions fully and completely with my clients and have advised my clients to execute it.

DATED: \_\_\_\_\_, 1992

\_\_\_\_\_  
Franklin Brockway Gowdy

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SETTLEMENT AGREEMENT AND FULL RELEASE OF CLAIMS

ATTORNEY'S DECLARATION

I, BRENTON A. BLEIER, do declare that I am one of the attorneys for the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO and THE CITY OF SACRAMENTO in connection with the actions described herein. I have reviewed the foregoing Settlement Agreement and Full Release of Claims and each and every one of its provisions, have discussed its provisions fully and completely with my clients and have advised my clients to execute it.

DATED: \_\_\_\_\_, 1992

\_\_\_\_\_  
Brenton A. Bleier

ATTORNEY'S DECLARATION

I, FRANKLIN BROCKWAY GOWDY, do declare that I am one of the attorneys for CAPITOL MALL PARTNERS, L. P. in connection with the actions described herein. I have reviewed the foregoing Settlement Agreement and Full Release of Claims and each and every one of its provisions, have discussed its provisions fully and completely with my clients and have advised my clients to execute it.

DATED: July 22, 1992

  
\_\_\_\_\_  
Franklin Brockway Gowdy

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SETTLEMENT AGREEMENT AND FULL RELEASE OF CLAIMS

Exhibit A

All that certain real property situated in the City of Sacramento, State of California, described as:

PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BLOCK BOUNDED BY 6TH AND 7TH STREETS AND L STREET AND CAPITOL MALL", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, ON DECEMBER 13, 1990 IN BOOK 122 OF PARCEL MAPS, MAP NO. 6, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID BLOCK, SAID CORNER BEING THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 6TH STREET WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CAPITOL MALL; THENCE ALONG THE NORTHWESTERLY LINE OF SAID BLOCK AND THE SOUTHEASTERLY LINE OF 6TH STREET NORTH 18 27' 11" EAST 341.43 FEET TO THE NORTHWESTERLY CORNER OF SAID BLOCK, SAID CORNER BEING THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 6TH STREET WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF L STREET; THENCE ALONG THE NORTHEASTERLY LINE OF SAID BLOCK AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF L STREET SOUTH 71 34' 30" EAST 170.00 FEET; THENCE PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BLOCK AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 6TH STREET SOUTH 18 27' 11" WEST 100.00 FEET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF L STREET SOUTH 71 34' 30" EAST 25.00 FEET; THENCE PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BLOCK AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 6TH STREET SOUTH 18 27' 11" WEST 241.51 FEET TO THE SOUTHWESTERLY LINE OF SAID BLOCK AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CAPITOL MALL; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CAPITOL MALL NORTH 71 33' 03" WEST 195.00 FEET TO THE POINT OF BEGINNING.

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