UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. ___)*

Chelsea GCA Realty, Inc.
(Name of Issuer)

Common Stock, $.01 par value
(Title of Class of Securities)

163262
(CUSIP Number)

James M. Barkley
Simon DeBartolo Group, L.P.
115 Washington Street
Indianapolis, Indiana 46204-3464
(317) 636-1600
(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

June 16, 1997
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [ ].

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 163262

(1) NAMES OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

Simon DeBartolo Group, L.P.

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) [ ]
(b) [ ]

(3) SEC USE ONLY_____

(4) SOURCE OF FUNDS (SEE INSTRUCTIONS) WC

(5) CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) [ ]

(6) CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE

Number of	(7)	SOLE VOTING POWER	1,408,450
Shares Beneficially	(8)	SHARED VOTING POWER	-0-
Owned by Each	(9)	SOLE DISPOSITIVE POWER	1,408,450
Reporting Person	(10)	SHARED DISPOSITIVE POWER	-0-

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,408,450

(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) [ ]

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
9.2% (SEE ITEM 5)

(14) TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)
PN

ITEM 1. SECURITY AND ISSUER.

This Schedule 13D relates to the common stock, $.01 par value ("Common Stock"), of Chelsea GCA Realty, Inc. ("Issuer"), a Maryland corporation. Issuer's principal executive offices are located at 103 Eisenhower Parkway, Roseland, New Jersey 07068.

ITEM 2. IDENTITY AND BACKGROUND.

This Schedule 13D is filed on behalf of Simon DeBartolo Group, L.P. (the "Operating Partnership"), a Delaware limited partnership engaged primarily in the ownership, development, and management of income-producing properties, primarily regional malls and community shopping centers.

The Operating Partnership is a majority-owned subsidiary of Simon DeBartolo Group, Inc. (the "Company"), a Maryland corporation that is a self-managed and administered REIT. The Company is a general partner of the Operating Partnership.

SD Property Group, Inc.("SD", and, together with the Company, the "General Partners"), is also a general partner of the Operating Partnership. SD is an Ohio corporation and is the managing general partner of the Operating Partnership. SD is a 99.9% owned subsidiary of the Company.

The Operating Partnership and the General Partners have their principal business and office addresses at 115 West Washington Street, Indianapolis, Indiana 46204. Information concerning the executive officers and directors of the Company is attached as Exhibit 99. The Company's directors and executive officers are SD's directors and executive officers.

During the past five years, none of the Operating Partnership, the General Partners, or (to the knowledge of the Operating Partnership) the individuals listed on Exhibit 99 (which is incorporated herein by reference) has (i) been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) been a party to any civil proceeding of a judicial or administrative body of competent jurisdiction resulting in any judgment, decree or final order against any of them, enjoining any of them from engaging in future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

On June 16, 1997, Issuer sold to the Operating Partnership 1,408,450 shares of Common Stock for an aggregate purchase price of $49,999,975. The Operating Partnership funded the purchase of the Common Stock from its working capital.

ITEM 4. PURPOSE OF TRANSACTION.

The Operating Partnership acquired the Common Stock for investment purposes. The Company and the Issuer have also entered into a joint venture to develop or acquire manufacturers' outlet shopping centers.

The Operating Partnership intends to review its holdings with respect to Issuer on a continuing basis. Depending on the Operating Partnership's evaluation of the Issuer's business and prospects, compliance with the agreement between the Operating Partnership and Issuer described in Item 6, the effects of any change in ownership on the General Partners' qualifications as REITs, and future developments (including, but not limited to, market prices of the shares of Common Stock, the availability and alternative uses of funds, conditions in the securities markets, and general economic and industry conditions), the Operating Partnership may acquire other securities of Issuer, sell all or a portion of its shares of Common Stock or other securities of Issuer now owned or hereafter acquired, or maintain its position at current levels.

Other than as described herein, neither the Operating Partnership nor the General Partners have present plans or proposals relating to, or that would result in, any of the matters listed in paragraphs (a)-(j) of Item 4 of Schedule 13D.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) As of June 16, 1997, the Operating Partnership owned of record 1,408,450 shares of Common Stock.

Based upon the number of outstanding shares of Common Stock reported in Issuer's report on Form 10-Q for the period ended March 31, 1997, the Operating Partnership's shares represent 9.2% of Issuer's outstanding Common Stock.

As the corporate parent and a general partner of the Operating Partnership, the Company may be deemed the beneficial owner of the Operating Partnership's shares of Common Stock. As a general partner of the Operating Partnership, SD may be deemed the beneficial owner of the Operating Partnership's stock.

(b) The Operating Partnership has the power to direct the vote and disposition of the Operating Partnership's 1,408,450 shares of Common Stock. As the corporate parent and a general partner of the Operating Partnership, the Company controls both voting and investment power over such shares. As a general partner of the Operating Partnership, SD controls both voting and investment power over such shares.

(c) Pursuant to a Stock Subscription Agreement dated as of May 16, 1997 between the Operating Partnership and Issuer (the "Subscription Agreement"), the Operating Partnership agreed to purchase 1,408,450 shares of Common Stock at $35.50 per share for a total of $49,999,975. The purchase was completed on June 16, 1997.

(d) Not applicable.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENT, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Pursuant to the Subscription Agreement, a copy of which is filed as Exhibit 10.1 to this Schedule and incorporated by reference herein, the Operating Partnership and Issuer have agreed to a number of provisions relating to the Common Stock acquired by the Operating Partnership, including (i) Issuer's agreement not to reduce the number of outstanding shares of Common Stock if the reduction would cause the Operating Partnership's ownership of Common Stock to equal 10% or more; (ii) Issuer's agreement to permit the Operating Partnership to purchase additional shares of Common Stock in order to maintain its proportionate ownership of Common Stock in the event of future sales of Common Stock for cash; (iii) the Operating Partnership's agreement not to take the

following actions or permit an affiliate to take such actions, subject to certain exceptions: (A) acquire additional voting securities of Issuer; (B) solicit proxies to vote Issuer voting securities or participate in an election contest involving Issuer; (C) deposit any Issuer voting securities in voting trust; (D) engage in a tender or exchange offer; (E) take any action to acquire or change control of Issuer; or (F) sell, transfer or pledge any Common Stock other than in a public offering or in accordance with the volume restrictions of Rule 144 or to an affiliate who agrees to be bound by the restrictions of the agreement between the Operating Partnership and Issuer. The restrictions in clause (iii) will terminate earlier if Issuer enters into an agreement for a merger, consolidation, sale of substantially all of its assets or an offer to purchase a majority of the outstanding shares of Common Stock or if a person or group of persons unaffiliated with the Operating Partnership makes such an offer and the offer is not opposed by Issuer. Issuer has also agreed that if the Operating Partnership acquires Common Stock for an aggregate purchase price of $100 million, to use its best efforts to cause a designee of the Operating Partnership to be elected a director of Issuer.

Pursuant to the Registration Rights Agreement dated May 16, 1997, a copy of which is filed as Exhibit 10.2 to this Schedule and incorporated by reference herein, Issuer has agreed to provide the Operating Partnership and transferees of Common Stock acquired by the Operating Partnership with certain rights to require Issuer to register such shares for resale under a registration statement filed under the Securities Act of 1933, as amended.

None of the Operating Partnership, the General Partners, or the individuals listed on Exhibit 99 has entered contracts, arrangements, understandings, or relationships other than as disclosed herein with respect to any securities of the Issuer, including, but not limited to, transfer or voting agreements, finders fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profit or loss, or the giving or withholding of proxies.

ITEM 7. MATERIALS TO BE FILED AS EXHIBITS.

EXHIBIT	TITLE
10.1	Stock Subscription Agreement dated as of May 16, 1997, between the Operating Partnership and Issuer.
10.2	Registration Rights Agreement dated as of May 16, 1997, between the Operating Partnership and Issuer.
99	Executive Officers and Directors of the Company, a general partner of the Operating Partnership.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

SIMON DEBARTOLO GROUP, L.P.

By: SIMON DEBARTOLO GROUP, INC., a General Partner

By: /S/ JAMES M. BARKLEY
James M. Barkley,
General Counsel and Secretary

Dated: June 19, 1997

EXHIBIT INDEX

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EXHIBIT 10.1

STOCK SUBSCRIPTION AGREEMENT

AGREEMENT made this 16th day of May, 1997, by and between Chelsea GCA Realty, Inc., a Maryland corporation (the "Company"), and Simon DeBartolo Group, L.P. (the "Buyer").

W I T N E S S E T H :

WHEREAS, concurrently herewith Buyer and Chelsea GCA Realty Partnership, L.P. are entering into a Limited Liability Company Agreement of Simon/Chelsea Development Co., L.L.C. (the "Venture Agreement"); and

WHEREAS, the Company, the general partner of Chelsea GCA Realty Partnership, L.P., desires to issue and sell to Buyer shares (the "Shares") of Common Stock of the Company, $.01 par value per share (the "Common Stock"), and the Buyer desires to purchase the Shares from the Company;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereby agree as follows:

1. PURCHASE OF THE SHARES. The Company hereby agrees to issue and sell to Buyer, and Buyer hereby agrees to purchase from the Company, an aggregate of 1,408,450 Shares of the Company. The purchase price to be paid by Buyer for the Shares is $35.50 per share, or an aggregate of $49,999,975. The purchase price will be paid by the delivery by Buyer to the Company of a certified or bank cashier's check in such amount payable to the order of the Company or by wire transfer to an account designated by the Company. The purchase price will be payable concurrently with the delivery of the Shares to Buyer, which delivery shall occur as promptly as practicable after such Shares have been listed on the New York Stock Exchange.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company represents and warrants to Buyer as follows:

2.1 The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland.

2.2 All corporate and other proceedings required to be taken by or on the part of the Company to authorize it to carry out this Agreement have been duly and properly taken.

2.3 This Agreement has been duly and validly executed and delivered by the Company and constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

2.4 The Shares, when delivered pursuant to Section 1 hereof, will be validly issued and outstanding, fully paid and nonassessable. The Company agrees to cause the Shares to be issued promptly after such Shares have been listed or approved for listing on the New York Stock Exchange, together with evidence of such listing to Buyer. Promptly after the date hereof, the Company shall apply for listing of the Shares on the New York Stock Exchange.

2.5 Neither the execution and delivery of this Agreement nor the carrying out of the transactions contemplated hereby will result in violation of, or be in conflict with, the Articles of Incorporation or By-Laws of the Company or any agreement or indenture of any kind binding upon the Company.

2.6 The Company has filed with the Securities and Exchange Commission and made available to Buyer its Annual Report on Form 10-K for the fiscal year ended December 31, 1996 and its Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 1997 (collectively, the "SEC Documents"). The SEC Documents, when filed (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in

light of the circumstances under which they were made, not misleading, and (b) complied in all material respects with the applicable requirements of the Securities Exchange Act of 1934. Since March 31, 1997, there has not been any material adverse change in the financial condition or operations of the Company.

2.7 The Company has qualified as a Real Estate Investment Trust ("REIT") under the Internal Revenue Code of 1986, as amended (the "Code"), for its taxable year ended December 31, 1996, and the Company is organized and operates in a manner that will enable it to continue to qualify to be taxed as a REIT under the Code.

2.8 Without the Buyer's consent, the Company will not take any action to reduce the number of outstanding shares of Common Stock if such reduction would cause Buyer's ownership of Common Stock to constitute 10% or more of the outstanding Common Stock of the Company.

3. REPRESENTATIONS AND WARRANTIES OF THE BUYER. Buyer hereby represents and warrants to the Company as follows:

3.1 All proceedings required to be taken by or on the part of the Buyer to authorize it to carry out this Agreement have been duly and properly taken.

3.2 This Agreement has been duly and validly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

3.3 Neither the execution and delivery of this Agreement nor the carrying out of the transactions contemplated hereby will result in violation of, or be in conflict with, the Agreement of Limited Partnership of Buyer or any agreement or indenture of any kind binding upon the Buyer.

3.4 Buyer is acquiring the Shares for its own account for investment without any intention of distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"); Buyer will not sell, transfer, assign or pledge any Shares (but may pledge dividends or distributions thereon) except pursuant to an effective registration statement or an exemption from registration under the Securities Act and the rules and regulations thereunder and understands that the certificates for the Shares will bear a legend to such effect. Buyer acknowledges that it is aware that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available; that although the Company now makes publicly available the information required by Rule 144 under the Securities Act, it may not be under an obligation to do so in the future and that any routine sales of any of the Shares made in reliance upon Rule 144 under the Securities Act may be made only in limited quantities in accordance with the terms and conditions of Rule 144.

3.5 Buyer has knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of the investment in the Company and is able to bear the economic risk of such investment. Buyer is an accredited investor as defined under the Securities Act.

4. INVESTIGATION BY BUYER. Buyer has had and has availed itself of the opportunity to conduct such examination of the business and financial condition of the Company as Buyer has deemed necessary in connection with Buyer's investment in the Company and has had the opportunity to acquire such additional information about the business and financial condition of the Company as Buyer deems appropriate.

5. SUBSEQUENT SHARES. If at any time and from time to time while the Venture Agreement remains in full force and effect, the Company sells for cash any equity securities (or securities convertible into or exercisable or exchangeable for equity securities) (the "Offered

Shares") in a public or private offering either registered pursuant to the Securities Act or exempt from registration under the Securities Act (the "Offering"), then Buyer shall have the right to purchase concurrently with the closing of, and on the same terms as, the Offering a number of Offered Shares equal to the number of Offered Shares multiplied by a fraction, the numerator of which is the number of shares of Common Stock then owned by Buyer and the denominator of which is the total number of issued and outstanding shares of Common Stock of the Company prior to the Offering. The Company shall notify the Buyer of the proposed terms of the Offered Shares (which may consist of the mechanism for establishing the offering price) not less than 30 days prior to the anticipated date of closing of the Offering. If the Buyer desires to purchase any of the Offered Shares, it shall notify the Company within 20 days after receipt of the notice from the Company how many Offered Shares it wishes to purchase. If the Buyer does not so notify the Company, the Company may sell the Offered Shares free from the Buyer's rights under this Section. If at any time Buyer does not elect to purchase Offered Shares in two consecutive Offerings or in a total of three Offerings, the provisions of this Section shall be terminated and of no further force or effect and Buyer shall no longer have rights under this Section 5 to purchase any equity securities in the future. The rights granted to Buyer pursuant to this Section 5 shall not apply to any equity securities (or securities convertible into or exercisable or exchangeable for equity securities) (a) issued pro rata to all holders of Common Stock; (b) upon the conversion or exercise of options, warrants or convertible securities; (c) issued to employees, officers or directors of the Company pursuant to stock option plans or other plans approved by the Board of Directors of the Company; or (d) issued in connection with the acquisition of any property or acquisition (by merger, consolidation, purchase, reorganization or otherwise) of all of the stock or other equity securities of a company or all or substantially all the assets of a business.

6. RESTRICTIONS ON CERTAIN ACTIONS. During the earlier of (a) five years from the date of this Agreement or (b) two years after the termination of the Venture Agreement, except as permitted pursuant to Section 5 hereof, Buyer, without the prior consent of the Company's Board of Directors will not, nor will it permit any affiliate (as such term is defined in Rule 12b-2 of Regulation 12B under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of Buyer to:

(a) acquire (other than through stock splits or stock dividends), directly or indirectly or in conjunction with or through any other person, by purchase or otherwise, beneficial ownership of any additional shares of Common Stock or any other securities of the Company entitled to vote generally for the election of directors ("Voting Securities");

(b) directly or indirectly or through any other person, solicit proxies with respect to Voting Securities under any circumstance; or become a "participant" in any "election contest" relating to the election of directors of the Company (as such terms are used in Rule 14a-11 of Regulation 14A under the Exchange Act); provided, however, that the foregoing shall not prohibit Buyer from soliciting proxies for the purpose of opposing any increase in the ownership limitation currently contained in the Company's Articles of Incorporation.

(c) deposit any Voting Securities in a voting trust, or subject any Voting Securities to a voting or similar agreement;

(d) directly or indirectly or through or in conjunction with any other person, engage in a tender or exchange offer for the Company's Voting Securities made by any other person or entity without the prior written approval of the Company, or engage in any proxy solicitation with any person or entity relating to the Company;

(e) take any action alone or in concert with any other person to acquire or change the control of the Company or, directly or indirectly, participate in any group seeking to obtain or take control of the Company; or

(f) sell, transfer, pledge or otherwise dispose of or encumber any Voting Securities except (i) as set forth in Section 7 hereof, (ii) to an affiliate of the Buyer, provided that the transferee agrees to be bound by all the provisions of this Agreement, or (iii) pursuant to a public offering of the Shares registered under the Securities Act.

7. SALE OF VOTING SECURITIES. Except as otherwise provided in Section 6(f) hereof, if, during the period set forth in Section 6, Buyer desires to sell all or part of its holdings of Voting Securities, such sale shall be made only as follows. Buyer may sell all or part of its holdings of Common Stock: (i) in a public offering registered under the Securities Act or (ii) in accordance with the volume limitations of Rule 144 under the Securities Act or any successor rule. Buyer shall give the Company at least five days' prior written notice of any such proposed sale.

8. TERMINATION OF RESTRICTIONS. The restrictions contained in Sections 6 and 7 hereof shall terminate in any of the following events:

(a) the Company enters into an agreement calling for the merger or consolidation of the Company with or into any other corporation (other than a wholly-owned subsidiary of the Company) in which the Company shall not be the survivor or in which the Company's outstanding capital stock shall be converted into cash or other property or if the Company enters into an agreement to sell all or substantially all of its assets to another corporation (other than a wholly-owned subsidiary of the Company); provided, however, that this provision shall not apply to a merger, consolidation or sale in which the securities received by the holders of Voting Securities of the Company in such consolidation, merger or sale constitute a majority of such other corporation's Voting Securities immediately after the merger, consolidation or sale (in which event the provisions of this Agreement shall apply to the Voting Securities of such other corporation); provided, further, however, that during the period set forth in Section 6 the Company agrees to notify the Buyer of any of the events described in this subparagraph (a) or subparagraph (c) at least two business days prior to entering into any such agreement;

(b) a person or group of persons unaffiliated with the Buyer shall make an offer to purchase a number of shares of Common Stock of the Company or other Voting Securities which would entitle such person or persons to vote a majority of the Voting Securities of the Company and a majority of the members of the board of directors of the Company does not oppose such offer or recommend against acceptance thereof by the shareholders of the Company; or

(c) the Company shall enter into an agreement with any party providing for an offer to be made to purchase at least a majority of the shares of Common Stock of the Company and a majority of the Board of Directors approves or recommends acceptance of such tender offer.

9. RIGHT TO APPOINT DIRECTOR. If during the period set forth in Section 6 Buyer acquires at any time or from time to time equity securities (or securities convertible into or exercisable or exchangeable for equity securities) of the Company for an aggregate purchase price of $100 million or more, then the Company shall use its best efforts to cause a designee of Buyer to be elected as a director of the Company and shall use its best efforts to cause its officers and directors to enter into an agreement promptly after the date hereof agreeing to vote for Buyer's designee as a director.

10. LEGENDS AND STOP TRANSFER ORDER.

(a) Buyer agrees:

(i) to the placement of the following legends on each certificate representing Voting Securities owned by Buyer or any affiliate:

"THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO, AND MAY BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF ONLY UPON COMPLIANCE WITH THE TERMS AND THE PROVISIONS OF A CERTAIN AGREEMENT DATED MAY, __ 1997 BETWEEN CHELSEA GCA REALTY, INC. AND SIMON DEBARTOLO GROUP, L.P., A COPY OF WHICH AGREEMENT IS ON FILE AND MAY BE EXAMINED AT THE OFFICE OF THE SECRETARY OF CHELSEA GCA REALTY, INC.

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND MAY NOT BE TRANSFERRED OR SOLD UNLESS (i) A REGISTRATION STATEMENT UNDER SUCH ACT IS THEN IN EFFECT WITH RESPECT THERETO, (ii) A WRITTEN OPINION FROM COUNSEL FOR THE ISSUER, MESSRS. STROOCK & STROOCK & LAVAN LLP, OR COUNSEL FOR THE HOLDER REASONABLY ACCEPTABLE TO THE ISSUER HAS BEEN OBTAINED TO THE EFFECT THAT NO SUCH REGISTRATION IS REQUIRED OR (iii) A `NO ACTION' LETTER OR ITS THEN EQUIVALENT HAS BEEN ISSUED BY THE STAFF OF THE SECURITIES AND EXCHANGE COMMISSION."

(ii) that the Company may give stop transfer orders to its transfer agent with respect to the Shares.

(b) The transfer of any Voting Securities which are sold in contravention of the provisions of this Agreement shall not be registered on the books of the Company, and no person to whom any such sale is made shall be recognized as the holder of such Voting Securities or acquire any voting, dividend or other rights in respect thereof.

11. SPECIFIC ENFORCEMENT. The parties hereto recognize and agree that , in the event that any of the terms of Sections 5, 6, 7 or 9 hereof were not performed in accordance with their specific terms or were otherwise breached, immediate irreparable injury would be caused, for which there is no adequate remedy at law. It is accordingly agreed that in the event of a failure by any party to perform its obligations thereunder, any other party shall be entitled to specific performance through injunctive relief to prevent breaches of the terms of such sections and to specifically enforce such sections and the terms and provisions thereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction, in addition to any other remedy to which the party may be entitled, at law or in equity.

12. MISCELLANEOUS.

12.1. Buyer, on the one hand, and the Company, on the other hand, represent and warrant to each other that no brokerage commission or finder's fees have been incurred in connection with the sale of the Shares to the Buyer. Buyer shall be responsible for, and shall hold the Company harmless from and against, any fees or expenses which Merrill Lynch, Pierce, Fenner & Smith Incorporated may allege to be due and owing to it in connection with this Agreement or the Venture Agreement or the transactions contemplated by such agreements.

12.2. All fees and expenses incurred by any party in connection with this Agreement will borne by such party.

12.3. This Agreement will be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; provided, however, that without the consent of the other, neither Buyer nor the Company shall assign its rights or delegate its obligations hereunder to any other person.

12.4. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by both parties.

12.5. This Agreement may be executed simultaneously in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

12.6. All notices hereunder shall be given as provided in the Venture Agreement.

12.7. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CHELSEA GCA REALTY, INC.

BY: /S/ DAVID C. BLOOM
ITS CHIEF EXECUTIVE OFFICER

SIMON DEBARTOLO GROUP, L.P.

By: Simon DeBartolo Group, Inc.,
its General Partner

By: /S/ DAVID SIMON
ITS CHIEF EXECUTIVE OFFICER

EXHIBIT 10.2

Registration Rights Agreement

Registration Rights Agreement dated May 16, 1997 by and between Chelsea GCA Realty, Inc., a Maryland corporation (the "Company"), and Simon DeBartolo Group, L.P., a Delaware limited partnership (the "Investor").

W I T N E S S E T H :

WHEREAS, the Company desires to grant to the Investor certain registration rights with respect to Registrable Securities (as hereinafter defined) owned by the Investor;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration set forth herein, the parties hereto agree as follows:

1.CERTAIN DEFINITIONS. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

"Affiliate" means with respect to a person or entity, (i) any person who directly or indirectly owns, controls or holds the power to vote ten percent or more of the outstanding voting securities of the person in question, (ii) any person directly or indirectly controlling, controlled by or under common control with the person in question or (iii) if the person in question is a corporation, any executive officer, director or ten percent or greater stockholder of such person.

"Commission" means the Securities and Exchange Commission.

"Common Stock" means shares of common stock, par value $.01 per share, of the Company.

"Costs and Expenses" means all of the costs and expenses relating to the Registration Statement involved, including, but not limited to, internal expenses of the Company, blue-sky expenses, printing expenses, Commission and other filing, registration and listing fees and fees and disbursements of counsel and independent public accountants for the Company; provided, however, that Costs and Expenses shall not include (a) underwriting discounts and commissions and reimbursable underwriters' expenses, all of which shall be borne pro rata by the Selling Investors and (b) fees and expenses of counsel for the Selling Investors.

"Holders" means any person or entity who owns Registrable Securities or has the right to acquire Registrable Securities, whether or not such acquisition has actually been effected.

"Registrable Securities" means (a) any shares of Common Stock issued to the Investor, (b) any shares of Common Stock issuable to the Investor upon exchange of Units and (c) any securities issued as a dividend on or other distribution with respect to, or in exchange for or in replacement of, the shares of Common Stock referred to in subsections (a) or (b) above; provided, however, that a security is not a Registrable Security after (i) it has been effectively registered and disposed of under the Securities Act, (ii) it has been publicly sold pursuant to Rule 144 (or any similar provisions then in force) under the Securities Act, or (iii) it is capable of being disposed of without volume restrictions pursuant to Rule 144(k) (or any similar provisions then in force) under the Securities Act.

"Registration Statement" means any registration statement of the Company relating to Registrable Securities which is filed pursuant to this Agreement, including any prospectus included therein and all amendments and supplements thereto.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal law then in force.

"Selling Investors" means Holders whose Registrable Securities are included in a Registration Statement filed by the Company pursuant to this Agreement.

"Units" means units of partnership interests in Chelsea GCA Realty Partnership, L.P.

2.REGISTRATION RIGHTS.

2.1REQUIRED REGISTRATION. (a) At any time and from time to time after the date hereof the Investor may give written notice to the Company of the proposed disposition of Registrable Securities, specifying the number of Registrable Securities so to be sold or disposed of and requesting that the Company prepare and file a Registration Statement under the Securities Act covering such Registrable Securities. The Company shall, within 10 days thereafter, give written notice to the other Holders of such request and each of the other Holders shall have the option, for a period of 20 days after receipt by it of such notice from the Company, to include some or all of its Registrable Securities in such Registration Statement. Upon the written request from Holders of Registrable Securities stating that they wish to dispose of an aggregate of at least the lesser of (i) 15% of such Holder's Registrable Securities or (ii) $10 million of Registrable Securities (based on their then market value) (the "Minimum"), the Company shall use its best efforts to cause an appropriate Registration Statement covering such Registrable Securities to be filed with the Commission and to become effective as soon as reasonably practicable and to remain effective until the earlier to occur of (i) completion of the distribution of the Registrable Securities to be offered or sold or (ii) 120 days, which period shall be extended for any period of time during which a current prospectus is not available. The Company shall not be obligated to file more than one Registration Statement for the Investor (including Affiliates of the Investor) during any twelve month period of time pursuant to the provisions of this Section 2.1 (but not Section 2.3); provided, however, that the Investor shall have the right on one occasion to request registration without the Minimum (but such request shall be included for purposes of the Investor's right to one request during each twelve month period of time). The Company's obligations under this Section 2.1 shall be deemed satisfied (i) when a Registration Statement shall have become effective or (ii) upon the withdrawal by the Investor of the request for such Registration Statement after such Registration Statement has been filed with the Commission. The Company shall bear the Costs and Expenses of each such Registration Statement. Notwithstanding anything to the contrary contained herein, no request may be made under this Section 2.1 within 180 days after the effective date of a registration statement filed by the Company in which Holders of Registrable Securities shall have been entitled to join pursuant to this Section 2.1 or Section 2.3.

(b)The Company may include in the Registration Statement under Section 2.1(a) any other shares of its Common Stock (including issued and outstanding shares of Common Stock as to which the holders thereof have contracted with the Company for "piggyback" registration rights) so long as the inclusion in such Registration Statement of such shares will not, in the opinion of the managing underwriter, if any, interfere with the successful marketing in accordance with the intended method of sale or other disposition of all the Registrable Securities sought to be registered pursuant to Section 2.1(a). If it is determined as provided above that there will be such interference, the other shares of Common Stock sought to be included shall be excluded on a pro rata basis to the extent deemed appropriate by the managing underwriter before any Registrable Securities are excluded from such registration.

(c)Notwithstanding the foregoing, if the Company shall furnish to the Holder of Registrable Securities requesting a Registration Statement pursuant to Section 2.1(a), a certificate signed by the Chief Executive Officer of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its shareholders for such registration statement to be filed and it is therefore essential to defer the filing of such registration statement, the Company shall have the right to defer such filing for a period of not more than 120 days after receipt of the request for registration.

(d)If the Holder requesting registration desires to sell Registrable Securities in an underwritten offering, the underwriter will be selected by such Holder, subject to the reasonable approval of the Company.

2.2.PROCEDURE FOR REGISTRATION. In connection with the filing of

a Registration Statement pursuant to Section 2.1 hereof, and in supplementation and not in limitation of the provisions hereof, the Company shall:

(a)Notify the Selling Investors as to the filing of the Registration Statement and of all amendments or supplements thereto filed prior to the effective date of such Registration Statement;

(b)Notify the Selling Investors, promptly after the Company shall receive notice thereof, of the time when such Registration Statement became effective or when any amendment or supplement to any prospectus forming a part of such Registration Statement has been filed;

(c)Notify the Selling Investors promptly of any request by the Commission for the amending or supplementing of such Registration Statement or prospectus or for additional information;

(d)Prepare and promptly file with the Commission and promptly notify the Selling Investors of the filing of any amendments or supplements to such Registration Statement or prospectus as may be necessary to correct any statements or omissions if, at any time when a prospectus relating to the Registrable Securities is required to be delivered under the Securities Act, any event with respect to the Company shall have occurred as a result of which any such prospectus or any other prospectus as then in effect would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading; and, in addition, prepare and file with the Commission, promptly upon the Selling Investors' written request, any amendments or supplements to such Registration Statement or prospectus which may be reasonably necessary or advisable in connection with the distribution of the Registrable Securities;

(e)Prepare, promptly upon request of the Selling Investors or any underwriters for the Selling Investors, such amendment or amendments to such Registration Statement and such prospectus or prospectuses as may be reasonably necessary to permit compliance with the requirements of Section 10(a)(3) of the Securities Act;

(f)Advise the Selling Investors promptly after the Company shall receive notice or obtain knowledge of the issuance of any stop order by the Commission suspending the effectiveness of any such Registration Statement or amendment thereto or of the initiation or threatening of any proceeding for that purpose, and promptly use its best efforts to prevent the issuance of any stop order or obtain its withdrawal promptly if such stop order should be issued;

(g)Use its best efforts to qualify, as soon as reasonably practicable, the Registrable Securities for sale under the securities or blue-sky laws of such states and jurisdictions within the United States as shall be reasonably requested by the Selling Investors; provided, that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business, to become subject to taxation or to file a consent to service of process generally in any of the aforesaid states or jurisdictions;

(h)Furnish the Selling Investors, as soon as available, copies of any Registration Statement and each preliminary or final prospectus, or supplement or amendment required to be prepared pursuant hereto, and all other documents referred to in Section 2.2, all in such quantities as the Selling Investors may, from time to time, reasonably request; and

(i)If requested by the Selling Investors, enter into an agreement with the underwriters of the Registrable Securities being registered containing customary provisions and reflecting the foregoing.

2.3INCIDENTAL REGISTRATION. If at any time and from time to time the Company shall propose the filing of a Registration Statement on an appropriate form under the Securities Act of any equity securities of the Company, otherwise than pursuant to Section 2.1 hereof and other than a registration statement on Forms S-8 or S-4 or any equivalent form then in effect, then the Company shall give the Holders of Registrable Securities notice of such proposed registration and shall include in any Registration Statement relating to such securities all or a portion of the

Registrable Securities then owned by such Holders, which such Holders shall request (such Holders to be considered Selling Investors), by notice given by such Holders to the Company within 20 days after the giving of such notice by the Company, to be so included. In the event of the inclusion of Registrable Securities pursuant to this Section 2.3, the Company shall bear the Costs and Expenses of such registration. In the event the distribution of securities of the Company covered by a Registration Statement referred to in this Section 2.3 is to be underwritten, then the Company's obligation to include Registrable Securities in such Registration Statement shall be subject, at the option of the Company, to the following further conditions:

(a)The distribution for the account of the Selling Investors shall be underwritten by the same underwriters who are underwriting the distribution of the securities for the account of the Company and/or any other persons whose securities are covered by such Registration Statement, and the Selling Investors will enter into an agreement with such underwriters containing customary provisions;

(b)If the underwriting agreement entered into with the aforesaid underwriters contains restrictions upon the sale of securities of the Company, other than the securities which are to be included in the proposed distribution, during the period commencing 10 days prior to, and not exceeding 180 days from, the effective date of the Registration Statement, then such restrictions will be binding upon the Selling Investors and, if requested by the Company, the Selling Investors will enter into a written agreement to that effect;

(c)If the registration is an underwritten primary registration on behalf of the Company and the managing underwriters of such offering deliver a written opinion to the Holders of such Registrable Securities that the aggregate amount of securities of the Company which the Holders of Registrable Securities and the Company propose to include in such Registration Statement would materially and adversely affect the marketing of the securities or the proceeds of the offering payable to the Company, the Company will include in such registration, first the securities which the Company proposes to sell, second, on a pro rata basis Registrable Securities of the Holders and of the persons or entities entitled to registration pursuant to the Registration Rights Agreement dated November 2, 1993, and third, securities held by any holders of other piggyback registration rights, if any, which can be included therein without, in the good faith judgment of the managing underwriters of such offering, materially and adversely affecting the marketing of the securities or the proceeds of the offering payable to the Company, pro rata among the Holders of Registrable Securities taken together, and next, if available, pro rata among other holders of securities, taken together, in each case on the basis of the relative number of securities of the Company requested to be included in such registration by the Holders of Registrable Securities and such other holders; and

(d)If the registration is in connection with an underwritten secondary offering on behalf of any of the other security holders of the Company and the managing underwriters of such offering deliver a written opinion to the Holders of such Registrable Securities that the aggregate amount of securities which the Holders of Registrable Securities and such security holders propose to include in such registration would materially and adversely affect the marketing of the securities or the proceeds of the offering payable to such other security holders of the Company, the Company will include in such registration, first, the securities to be sold for the account of any other holders entitled to demand registration, second, the Registrable Securities of the Holders and of the persons or entities entitled to registration pursuant to the Registration Rights Agreement dated November 2, 1993, and third, securities held by any holders of other piggyback registration rights, if any, which can be included in such offering without, in the good faith judgment of the managing underwriters of such offering, materially and adversely affecting the marketing of the securities or the proceeds of the offering payable to such other security holders, pro rata among all Holders of Registrable Securities taken together and next, if available, pro rata among other holders of securities, taken together, in each case on the basis of the relative number of securities of the Company requested to be

included in such registration by the Holders of Registrable Securities and such other holders. Registrable Securities proposed to be registered and sold pursuant to an underwritten offering for the account of the Holders of Registrable Securities shall be sold to prospective underwriters selected or approved by the Company and on the terms and subject to the conditions of one or more underwriting agreements negotiated between the Company, the Holders of Registrable Securities and any other holders demanding registration and the prospective underwriters. The Company may withdraw any Registration Statement initiated by the Company pursuant to this Section 2.3 at any time before it becomes effective, or postpone the offering of securities, without obligation or liability to the Holders of Registrable Securities.

2.4INDEMNIFICATION BY THE COMPANY. The Company will indemnify and hold harmless each Selling Investor, any underwriter (as defined in the Securities Act) for such Selling Investor, each officer, director and partner of such Selling Investor, and each person, if any, who controls such Selling Investor or such underwriter within the meaning of the Securities Act (but, in the case of an underwriter or a controlling person, only if such underwriter or controlling person indemnifies the persons mentioned in subdivision (b) of Section 2.5 hereof in the manner set forth therein), against any losses, claims, damages or liabilities, joint or several, to which such Selling Investor or any such underwriter, officer, director, or controlling person becomes subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) are caused by any untrue statement or alleged untrue statement of any material fact contained in any preliminary prospectus (if used prior to the effective date of the Registration Statement), or contained, on the effective date thereof, in any Registration Statement under which Registrable Securities were registered under the Securities Act, the prospectus contained therein, or any amendment or supplement thereto, or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; and the Company will reimburse such Selling Investor and any such underwriter, officer, director, partner or controlling person for any legal or other expenses reasonably incurred by such Selling Investor, or any such underwriter, officer, director, partner or controlling person in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable to any such persons in any such case to the extent that any such loss, claim, damage, liability or action arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with information furnished to the Company in writing by such person expressly for inclusion in any of the foregoing documents.

2.5INDEMNIFICATION BY SELLING INVESTORS. Each Selling Investor shall:

(a)Furnish in writing all information to the Company concerning itself and its holdings of securities of the Company as shall be required in connection with the preparation and filing of any Registration Statement covering any Registrable Securities; and

(b)Indemnify and hold harmless the Company, each of its directors, each of its officers who has signed a Registration Statement, each person, if any, who controls the Company within the meaning of the Securities Act, each other Selling Investor and any underwriter (as defined in the Securities Act) for the Company, against any losses, claims, damages or liabilities to which the Company or any such director, officer, controlling person or underwriter may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) are caused by any untrue or alleged untrue statement of any material fact contained in any preliminary prospectus (if used prior to the effective date of the Registration Statement) or contained on the effective date thereof, in any Registration Statement under which Registrable Securities were registered under the Securities Act, the prospectus contained therein, or any amendment or supplement thereto, or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not

misleading; in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with information furnished in writing to the Company by such Selling Investor expressly for inclusion in any of the foregoing documents, and such Selling Investor shall reimburse the Company and any such underwriter, officer, director or controlling person for any legal or other expenses reasonably incurred by the Company or any such director, officer or controlling person in connection with investigating or defending any such loss, claim, damage, liability or action.

2.6CONTRIBUTION. In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (a) any Selling Investor or other person or entity entitled to indemnification under this Agreement, makes a claim for indemnification pursuant to Section 2.4 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that Section 2.4 provides for indemnification in such case, or (b) contribution under the Securities Act may be required on the part of any such Selling Investor or other person in circumstances for which indemnification is provided under Section 2.4; then, and in each such case, the Company and such holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion so that such Selling Investor or other person is responsible for the portion represented by the percentage that the public offering price of its Registrable Securities offered by the Registration Statement bears to the public offering price of all securities offered in such Registration Statement, and the Company is responsible for the remaining portion; provided, however, that, in any such case, (i) no such Selling Investor or other person will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered by it pursuant to such Registration Statement; and (ii) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 12(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

2.7NOTIFICATION BY SELLING INVESTORS. Each Selling Investor and each other person indemnified pursuant to Section 2.4 hereof will, in the event it receives notice of the commencement of any action against it which is based upon an alleged act or omission which, if proven, would result in the Company's having to indemnify it pursuant to Section 2.4 hereof, promptly notify the Company, in writing, of the commencement of such action and permit the Company, if the Company so notifies such Selling Investor within 10 days after receipt by the Company of notice of the commencement of the action, to participate in and to assume the defense of such action with counsel reasonably satisfactory to such Selling Investor or such other indemnified person, as the case may be; provided, however, that such Selling Investor shall be entitled to retain its own counsel at the Company's expense if it believes it has defenses available to it which are not available to the Company or if such Selling Investor believes there exists a potential for conflict of interest between the Company and such Selling Investor. The omission to notify the Company promptly of the commencement of any such action shall not relieve the Company of any liability to indemnify such Selling Investor or such other indemnified person, as the case may be, under Section 2.4 hereof, except to the extent the Company shall suffer any loss by reason of such failure to give notice and shall not relieve the Company of any other liabilities which it may have under this or any other agreement.

2.8NOTIFICATION BY COMPANY. The Company agrees that, in the event it receives notice of the commencement of any action against it which is based upon an alleged act or omission which, if proven, would result in any Selling Investor having to indemnify the Company pursuant to subdivision (b) of Section 2.5 hereof, the Company will promptly notify such Selling Investor in writing of the commencement of such action and permit such Selling Investor, if such Selling Investor so notifies the Company within 10 days after receipt by it of notice of the commencement of the action, to participate in and to assume the defense of such action with counsel reasonably satisfactory to

the Company. The omission to notify such Selling Investor promptly of the commencement of any such action will not relieve such Selling Investor of liability to indemnify the Company under subdivision (b) of Section 2.5 hereof, except to the extent that such Selling Investor suffers any loss by reason of such failure to give notice and shall not relieve such Selling Investor of any other liabilities which it may have under this or any other agreement.

3.MISCELLANEOUS.

3.1NOTICES. All notices, requests, demands and other communications provided for by this Agreement shall be in writing (including telecopier or similar writing) and shall be deemed to have been given at the time when hand delivered, mailed in any general or branch office of the United States Postal Service, enclosed in a registered or certified postpaid envelope, or received from Federal Express or other similar overnight courier service, addressed to the address of the parties stated below or to such changed address as such party may have fixed by notice or, if given by telecopier, when such telecopy is transmitted and the appropriate answerback is received.

If to the Company:Chelsea GCA Realty, Inc.
103 Eisenhower Parkway
Roseland, NJ 07068
Attention: Chief Executive
Officer

- - copy to -

Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, NY 10038
Attention: Martin H. Neidell

If to the Investor:Simon DeBartolo Group L.P.
115 West Washington Street
Indianapolis, Indiana 46204
Attention:

3.2SUCCESSORS AND ASSIGNS. This Agreement is solely for the benefit of the parties and their respective successors and assigns. Nothing herein shall be construed to provide any rights to any other entity or individual.

3.3COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

3.4HEADINGS. Section headings are for convenience only and do not control or affect the meaning or interpretation of any terms or provisions of this Agreement.

3.5GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York governing contracts to be made and performed therein without giving effect to principles of conflicts of law, and, with respect to any dispute arising out of this Agreement, each party hereby consents to the exclusive jurisdiction of the courts sitting in such State.

3.6SEVERABILITY. Should any part, term, condition or provision hereof or the application thereof be declared illegal, invalid or otherwise unenforceable or in conflict with any other law by a court of competent jurisdiction, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and the illegal, invalid or unenforceable portions of this Agreement shall be and hereby are redrafted to conform with applicable law, while leaving the remaining portions of this Agreement intact, except to the extent necessary to conform to the redrafted portions hereof.

3.7ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding between the parties and supersedes all proposals, commitments, writings, negotiations, discussions, agreements and understandings, oral or written, of every kind and nature between them concerning the subject matter hereof. This Agreement may not be amended or otherwise modified and no provision hereof may be waived, without the consent of the Holders of a majority of the Registrable Securities. No

discharge of the terms hereof shall be deemed valid unless by full performance by the parties or by a writing signed by the parties. A waiver by any party of any breach or violation of any provision of this Agreement shall not be deemed or construed as a waiver of any other breach or violation hereof.

3.8OTHER REGISTRATION RIGHTS. From and after the date hereof and so long as any of the registration rights under this Agreement remain in effect, the Company shall not grant to any third party any registration rights more favorable than those contained herein.

3.9ARBITRATION. Mindful of the high cost of litigation, not only in dollars but time and energy as well, the parties intend to and do hereby establish a quick, final and binding out-of-court dispute resolution procedure to be followed in the unlikely event any controversy should arise out of or concerning the performance of this Agreement. Accordingly, the parties do hereby covenant and agree that any controversy, dispute or claim of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort or statute, shall be settled, at the request of any party to this Agreement, through arbitration by a dispute resolution process administered by Judicial Arbitration & Mediation Services, Inc. or any other mutually agreed upon arbitration firm involving final and binding arbitration conducted at a location determined by the arbitrator in New York City administered by and in accordance with the then existing rules of practice and procedure of such arbitration firm and judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof.

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

CHELSEA GCA REALTY, INC.

By: /S/ DAVID C. BLOOM
Name: DAVID C. BLOOM
Title: CHIEF EXECUTIVE OFFICER

SIMON DeBARTOLO GROUP, L.P.

By: Simon DeBartolo Group, Inc.,
General Partner

By: /S/ DAVID SIMON
Name: DAVID SIMON
Title: CHIEF EXECUTIVE OFFICER

Exhibit 99

EXECUTIVE OFFICERS AND DIRECTORS OF SIMON DEBARTOLO GROUP, INC., A GENERAL PARTNER OF SIMON DEBARTOLO GROUP, L.P.

Each person listed below is a United States citizen with a business address of 115 Washington Street, Indianapolis, Indiana 46204. The table provides each person's position with the Company, with additional occupation information provided parenthetically.

NAME	PRESENT PRINCIPAL OCCUPATION
Melvin Simon	Co-Chairman of the Board
Herbert Simon	Co-Chairman of the Board
David Simon	Chief Executive Officer and Director
Richard S. Sokolov	President, Chief Operating Officer, and Director
Randolph L. Foxworthy	Executive Vice President - Corporate Development
William J. Garvey	Executive Vice President - Property Development
James A. Napoli	Executive Vice President - Leasing
John R. Neutzling	Executive Vice President - Property Management
James M. Barkley	General Counsel and Secretary
Stephen E. Sterret	Treasurer
Birch Bayh	Director (Senior Partner, Bayh, Connaughton, & Malone, P.C.)
Edward J. DeBartolo, Jr.	Director (President and Chief Executive Officer of Edward J. DeBartolo Corporation ("EJDC"))
M. Denise DeBartolo York	Director (Chairman of the Board of EJDC and DeBartolo, Inc.)
William T. Dillard, II	Director (President and Chief Operating Officer of Dillard Department Stores, Inc.)
G. William Miller	Director (Chairman of the Board and Chief Executive Officer of G. William Miller & Co., Inc.)
Terry S. Prindiville	Director
Fredrick W. Petri	Director (Partner, Petrone, Petri & Company)
J. Albert Smith, Jr.	Director (President, Bank One, Indianapolis, NA)
Philip J. Ward	Director (Senior Managing Director, Head of Real Estate Investments, CIGNA Investments, Inc.)