

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
AMENDMENT TO RIGHT OF ENTRY
(Rev. 9/2004)

<u>4</u>	<u>SF</u>	<u>1</u>	<u>8.0/8.9</u>
Dist	Co	Rte	Post
<u>61806</u>		<u>1637E9</u>	
Parcel No.		Exp Auth	

This Amendment to the Right of Entry is entered into by and among the Presidio Trust, hereinafter referred to as "TRUST," the State of California, acting by and through its Department of Transportation hereinafter referred to as STATE, and the San Francisco County Transportation Authority, hereinafter referred to as SFCTA. Each of STATE and SFCTA is individually and collectively a "PROJECT AGENCY" herein. TRUST, STATE, and SFCTA are collectively referred to as "Parties."

WHEREAS, the Parties have heretofore entered into that certain Right of Entry ("Agreement") dated July 16, 2009, which Agreement sets forth the terms and conditions under which the PROJECT AGENCY acquired certain rights to real property for State transportation purposes for the construction of the south access to the Golden Gate Bridge, Doyle Drive Replacement Project in San Francisco, CA; and

WHEREAS, Section 37 of said Agreement allows for amendment or modification of the Agreement in writing executed by the Parties; and

WHEREAS, Subsequent to entering into said Agreement the Parties desire to amend the Agreement;

NOW THEREFORE, the Parties mutually agree as follows:

1. Section 7.b.ii and iii, 9.b, and 13.c. together provide for Building 1158 to be delivered to PROJECT AGENCY vacant and free and clear of all tenant and occupant interests on or before July 1, 2010. The Agreement is amended to extend the date of delivery of Building 1158 in said condition to July 1, 2011.

2. Section 7.b.iii provides for Building 201 to be delivered to STATE vacant and free and clear of all tenant and occupant interests by July 1, 2010. The Agreement is amended to extend the date of delivery of Building 201 in said condition to June 1, 2011.

3. Section 7.b.ii. and iii, 9.b, and 13.c. together provide for the Compressed Natural

Gas ("CNG") station to be delivered to PROJECT AGENCY vacant and free and clear of all tenant and occupant interests on or before July 1, 2010. The Agreement is amended to extend the date of delivery of the CNG station in said condition to September 1, 2011.

4. Section 7.b.ii. and iii. provide for cell sites off Halleck and near Armistead to be delivered to PROJECT AGENCY vacant and free and clear of all tenant and occupant interests respectively by September 1 and December 1, 2010. The Agreement is amended to extend the date of delivery of the Halleck cell site in said condition to June 1, 2011 and the Armistead cell site in said condition to December 1, 2011.

5. Section 10 providing for compensation for the PROJECT AGENCY's functional replacement of Building 230 contemplates delivery of said Building 230 to the PROJECT AGENCY. The Parties agree that Building 230 shall be delivered to PROJECT AGENCY vacant and free and clear of all tenant and occupant interests in said condition on or before June 1, 2011.

6. Section 10 sets forth the Compensation Schedule for payments from PROJECT AGENCY to TRUST. The Compensation Schedule is hereby amended so that the payment of \$20 million on September 30, 2010 is now due and payable on October 1, 2010.

7. All other terms and conditions of the Agreement remain unchanged.

Signatures on following page

IN WITNESS WHEREOF, The parties hereto have executed this 2nd day of September 2010.

Approved as to form:



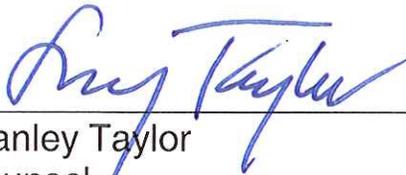
Lucille Y. Baca
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STATE OF CALIFORNIA
Department of Transportation



BIJAN SARTIPI
District Director
Caltrans District 4

Approved as to form:



Stanley Taylor
Counsel

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY



JOSE LUIS MOSCOVICH
Executive Director

Approved as to form:



rc _____
Karen A. Cook
General Counsel

The Presidio Trust



CRAIG MIDDLETON
Executive Director

Dated 9/2/10