

**AGREEMENT FOR QUITCLAIM OF INTEREST IN  
77-79 NATOMA STREET AND 81-83 NATOMA STREET**

The parties to this Agreement ("Agreement") are the Transbay Joint Powers Authority, a joint powers agency created under California Government Code Sections 6500 *et seq.* ("TJPA") and the San Francisco County Transportation Authority, an agency created pursuant to California Public Utilities Code Sections 131000 *et seq.* ("TA") (collectively, "the Parties"). The Parties hereby agree with respect to Assessor's Block 3721, Lot 029 and Block 3721, Lot 108 in San Francisco, California, also known as 77-79 Natoma Street and 81-83 Natoma Street (collectively, the "Property"), as follows:

1. The Quitclaim Deed, the form of which is attached hereto as Exhibit A, and the conveyance by the TJPA to the TA of a one hundred percent (100%) undivided interest in the Property shall become operative upon the occurrence of either of the following events (each, a "Triggering Event"):

(a) the TJPA abandons the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Plan Project ("the Transbay Project") by a vote of its Board of Directors prior to commencement of "actual passenger bus service," as that term is described in Exhibit B to the Cooperative Agreement between the State of California, the TJPA, and the City and County of San Francisco executed July 11, 2003, as the same may be amended ("Cooperative Agreement"); or

(b) the State of California files written notice of intent to exercise its power of termination to take title to the Transbay Terminal building for failure to construct a facility by the "Project Completion Date," as set forth in the Cooperative Agreement.

The TJPA shall provide written notice of the anticipated occurrence of a Triggering Event to the TA not less than five (5) days prior to the actual occurrence of such Triggering Event.

2. This Agreement and the executed and acknowledged Quitclaim Deed shall be held in an escrow account with Chicago Title Insurance Company at 338 Market Street, Suite 1300, San Francisco, California 94111, or its successor entity ("Escrow Officer"), consistent with the terms of this Agreement and any supplemental written instructions provided to Escrow Officer by either of the Parties. The Escrow Officer shall not record the Quitclaim Deed unless the Escrow Officer receives a written instruction from an authorized representative of each of the Parties that a Triggering Event has occurred and that the Escrow Officer may record the Quitclaim Deed. Any and all costs and expenses for holding and recording the Quitclaim Deed shall be paid by the TJPA. Following recording of the Quitclaim Deed, the Escrow Officer shall provide the Parties conformed copies of the Quitclaim Deed, indicating the recording date, document number, and other recording information, and deliver the original deed to the TA.

3. Upon the occurrence of a Triggering Event, the TJPA shall cooperate with the TA and the Escrow Officer and take any and all actions required to effect the

conveyance of the Property to the TA, including, but not limited to, execution, acknowledgment, and delivery of a new Quitclaim Deed, if then requested by the TA.

4. This Agreement shall be construed, interpreted and governed by the laws of the State of California without reference to conflict of law principles, and this Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. In the event of a dispute under this Agreement between any of the parties hereto, the prevailing party shall be entitled to recover reasonable costs and reasonable attorneys' fees from the non-prevailing parties.

5. The foregoing provisions shall be binding on the TJPA and its successors and assigns, and inure to the benefit of the TA and its respective successors and assigns, until December 31, 2040.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of November \_\_, 2008.

The Transbay Joint Powers Authority,  
a joint powers agency created under California  
Government Code Sections 6500 *et seq.*

Dated: November 24 2008

By: 

Maria Ayerdi-Kaplan  
Executive Director

The San Francisco County Transportation  
Authority, an agency created pursuant to  
California Public Utilities Code Sections  
131000 *et seq.*

Dated: 2/13/09, 2008

By: 

Its: Executive Director

## AGREEMENT FOR QUITCLAIM OF INTEREST IN 564 HOWARD STREET

The parties to this Agreement ("Agreement") are the Transbay Joint Powers Authority, a joint powers agency created under California Government Code Sections 6500 *et seq.* ("TJPA") and the San Francisco County Transportation Authority, an agency created pursuant to California Public Utilities Code Sections 131000 *et seq.* ("TA") (collectively, "the Parties"). The Parties hereby agree with respect to Assessor's Block 3721, Lot 019 in San Francisco, California, also known as 564 Howard Street ("Property"), as follows:

1. On October 14, 2010, the TJPA Board of Directors adopted a resolution recommending that the Board of Supervisors of the City and County of San Francisco ("City") adopt a Resolution of Necessity and initiate eminent domain proceedings to acquire the Property for the Transbay Program. On December 16, 2010, the Board of Supervisors adopted a Resolution of Necessity to acquire the Property. If the City files an action to acquire the Property by eminent domain, the TA agrees to deposit \$1,350,000.00 ("TA Funds") into the Condemnation Deposit Fund in the State Treasurer's Office for the acquisition of the Property ("Account").

The total probable compensation for acquisition of fee simple interest in the Property is \$1,350,000.00 ("Probable Compensation"). Accordingly, the TA Funds are 100% of the Probable Compensation for the Property.

The final compensation ordered by the court for acquisition of the Property ("Final Compensation") may be greater than the Probable Compensation. The TJPA expects to have sufficient funding available to pay any difference between the sum of the TA Funds deposited into the Account and the Final Compensation. If the Final Compensation is less than the sum of the TA Funds, the TA shall receive prorata reimbursements of the difference.

2. The TJPA agrees to quitclaim to the TA an undivided percentage interest in the Property equivalent to the TA's percentage funding of the Final Compensation for the Property ("TA Proportionate Interest"), in the event that a "Triggering Event," as defined below, occurs. Prior to the TA's obligation to deposit the TA Funds in the Account, the TJPA will submit to the Escrow Officer, as defined below, this Agreement and an initial Quitclaim Deed, the form of which is attached hereto as Exhibit A. After the Final Compensation is determined and the TJPA receives and records a Final Order of Condemnation, the TJPA will submit to the Escrow Officer a final executed and notarized Quitclaim Deed in the same form as Exhibit A hereto. The final Quitclaim Deed will convey to the TA the TA Proportionate Interest in the Property, which shall be delivered and recorded in the event of a Triggering Event.

3. The Quitclaim Deed and the conveyance by the TJPA to the TA of a proportionate interest in the Property shall become operative upon the occurrence of either of the following events (each, a "Triggering Event"):

(a) the TJPA abandons the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Plan Project ("the Transbay Project") by a vote of its Board of Directors prior to commencement of "actual passenger bus service," as that term is described in

Exhibit B to the Cooperative Agreement between the State of California, the TJPA, and the City and County of San Francisco executed July 11, 2003, as the same may be amended (“Cooperative Agreement”); or

(b) the State of California files written notice of intent to exercise its power of termination to take title to the Transbay Terminal building for failure to construct a facility by the “Project Completion Date,” as set forth in the Cooperative Agreement.

The TJPA shall provide written notice of the anticipated occurrence of a Triggering Event to the TA not less than five (5) days prior to the actual occurrence of such Triggering Event.

4. The TA shall be entitled to receive any interest earned on the TA Funds prior to withdrawal by the condemnee at the Account’s interest rate, under Code of Civil Procedure section 12689.150. If, for any reason, the condemnation action for the Property is dismissed by a final judgment or abandoned for any reason, including but not limited to insufficient funds, any TA Funds remaining in the Account, plus accrued interest at the Account’s interest rate, shall be returned to the TA. The TJPA shall use its best efforts to recover any TA Funds deposited into the Account that may be withdrawn by the property owner prior to such dismissal or abandonment, and return the TA Funds to the TA within thirty (30) days after such dismissal or abandonment.

5. This Agreement and the executed and acknowledged Quitclaim Deed shall be held in an escrow account with Chicago Title Insurance Company at 455 Market Street, 21st Floor, San Francisco, California 94111, or its successor entity (“Escrow Officer”), consistent with the terms of this Agreement and any supplemental written instructions provided to Escrow Officer by either of the Parties. The Escrow Officer shall not record the Quitclaim Deed unless the Escrow Officer receives a written instruction from an authorized representative of each of the Parties that a Triggering Event has occurred and that the Escrow Officer may record the Quitclaim Deed. Any and all costs and expenses for holding and recording the Quitclaim Deed shall be paid by the TJPA. Following recording of the Quitclaim Deed, the Escrow Officer shall provide the Parties conformed copies of the Quitclaim Deed, indicating the recording date, document number, and other recording information, and deliver the original deed to the TA.

6. Upon the occurrence of a Triggering Event, the TJPA shall cooperate with the TA and the Escrow Officer and take any and all actions required to effect the conveyance of the Property to the TA, including, but not limited to, execution, acknowledgment, and delivery of a new Quitclaim Deed, if then requested by the TA.


7. This Agreement shall be construed, interpreted and governed by the laws of the State of California without reference to conflict of law principles, and this Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. In the event of a dispute under this Agreement between any of the parties hereto, the prevailing party shall be entitled to recover reasonable costs and reasonable attorneys’ fees from the non-prevailing parties.

8. The foregoing provisions shall be binding on the TJPA and its successors and assigns, and inure to the benefit of the TA and its respective successors and assigns, until December 31, 2040.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below.

The Transbay Joint Powers Authority,  
a joint powers agency created under California  
Government Code Sections 6500 *et seq.*

Dated: 1 | 4 | 11

By:   
Maria Ayerdi-Kaplan  
Executive Director

The San Francisco County Transportation  
Authority, an agency created pursuant to  
California Public Utilities Code Sections  
131000 *et seq.*

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A  
FORM OF QUITCLAIM DEED

## QUITCLAIM DEED

WHEN RECORDED RETURN TO:

City Attorney's Office  
City and County of San Francisco  
234 City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Finance/Transactions

Documentary Transfer Tax of \$0 based on  
full value of the property conveyed

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(Space above this line reserved for Recorder's use only)

### QUITCLAIM DEED

(564 Howard Street, San Francisco  
Assessor's Parcel No. 3721, Lot 019)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TRANSBAY JOINT POWERS AUTHORITY, a joint powers agency created under California Government Code Sections 6500 *et seq.*, hereby releases, remises, and forever quitclaims to the SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY, an agency created pursuant to California Public Utilities Code Sections 131000 *et seq.*, without representation or warranty, one hundred percent (100%) of the right, title, and interest the TJPA may have in the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof.

The Transbay Joint Powers Authority,  
a joint powers agency created under  
California Government Code Sections 6500  
*et seq.*

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Maria Ayerdi-Kaplan

Its: Executive Director

**EXHIBIT A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

CITY OF SAN FRANCISCO

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF HOWARD STREET, DISTANT THEREON 250 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SECOND STREET; RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF HOWARD STREET 25 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK NO. 347.

Block 3721, Lot 019



State of California                    )  
  )  
County of San Francisco\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a  
notary public, personally appeared Maria Ayerdi-Kaplan, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## AGREEMENT FOR QUITCLAIM OF INTEREST IN 568 HOWARD STREET

The parties to this Agreement ("Agreement") are the Transbay Joint Powers Authority, a joint powers agency created under California Government Code Sections 6500 *et seq.* ("TJPA") and the San Francisco County Transportation Authority, an agency created pursuant to California Public Utilities Code Sections 131000 *et seq.* ("TA") (collectively, "the Parties"). The Parties hereby agree with respect to Assessor's Block 3721, Lot 020 in San Francisco, California, also known as 568 Howard Street ("Property"), as follows:

1. On October 14, 2010, the TJPA Board of Directors adopted a resolution recommending that the Board of Supervisors of the City and County of San Francisco ("City") adopt a Resolution of Necessity and initiate eminent domain proceedings to acquire the Property for the Transbay Program. On December 16, 2010, the Board of Supervisors adopted a Resolution of Necessity to acquire the Property. If the City files an action to acquire the Property by eminent domain, the TA agrees to deposit \$3,886,359.41 ("TA Funds") into the Condemnation Deposit Fund in the State Treasurer's Office for the acquisition of the Property ("Account").

The total probable compensation for acquisition of fee simple interest in the Property is \$6,200,000.00 ("Probable Compensation"). The Metropolitan Transportation Commission ("MTC") has agreed to deposit \$2,313,535.35 ("MTC Funds") into the Account. The TJPA will deposit \$105.24 into the Account. Accordingly, the TA Funds are about 63% of the Probable Compensation for the Property and the MTC Funds are about 37% of the Probable Compensation for the Property.

The final compensation ordered by the court for acquisition of the Property ("Final Compensation") may be greater than the Probable Compensation. The TJPA expects to have sufficient funding available to pay any difference between the sum of the TA and MTC Funds deposited into the Account and the Final Compensation. If the Final Compensation is less than the sum of the TA Funds and the MTC Funds, the TA and MTC shall receive prorata reimbursements of the difference.

2. The TJPA agrees to quitclaim to the TA an undivided percentage interest in the Property equivalent to the TA's percentage funding of the Final Compensation for the Property ("TA Proportionate Interest"), in the event that a "Triggering Event," as defined below, occurs. Prior to the TA's obligation to deposit the TA Funds in the Account, the TJPA will submit to the Escrow Officer, as defined below, this Agreement and an initial Quitclaim Deed, the form of which is attached hereto as Exhibit A. After the Final Compensation is determined and the TJPA receives and records a Final Order of Condemnation, the TJPA will submit to the Escrow Officer a final executed and notarized Quitclaim Deed in the same form as Exhibit A hereto. The final Quitclaim Deed will convey to the TA the TA Proportionate Interest in the Property, which shall be delivered and recorded in the event of a Triggering Event.

3. The Quitclaim Deed and the conveyance by the TJPA to the TA of a proportionate interest in the Property shall become operative upon the occurrence of either of the following events (each, a "Triggering Event"):

(a) the TJPA abandons the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Plan Project ("the Transbay Project") by a vote of its Board of Directors prior to commencement of "actual passenger bus service," as that term is described in Exhibit B to the Cooperative Agreement between the State of California, the TJPA, and the City and County of San Francisco executed July 11, 2003, as the same may be amended ("Cooperative Agreement"); or

(b) the State of California files written notice of intent to exercise its power of termination to take title to the Transbay Terminal building for failure to construct a facility by the "Project Completion Date," as set forth in the Cooperative Agreement.

The TJPA shall provide written notice of the anticipated occurrence of a Triggering Event to the TA not less than five (5) days prior to the actual occurrence of such Triggering Event.

4. The TA shall be entitled to receive any interest earned on the TA Funds prior to withdrawal by the condemnee at the Account's interest rate, under Code of Civil Procedure section 12689.150. If, for any reason, the condemnation action for the Property is dismissed by a final judgment or abandoned for any reason, including but not limited to insufficient funds, any TA Funds remaining in the Account, plus accrued interest at the Account's interest rate, shall be returned to the TA. The TJPA shall use its best efforts to recover any TA Funds deposited into the Account that may be withdrawn by the property owner prior to such dismissal or abandonment, and return the TA Funds to the TA within thirty (30) days after such dismissal or abandonment.

5. This Agreement and the executed and acknowledged Quitclaim Deed shall be held in an escrow account with Chicago Title Insurance Company at 455 Market Street, 21st Floor, San Francisco, California 94111, or its successor entity ("Escrow Officer"), consistent with the terms of this Agreement and any supplemental written instructions provided to Escrow Officer by either of the Parties. The Escrow Officer shall not record the Quitclaim Deed unless the Escrow Officer receives a written instruction from an authorized representative of each of the Parties that a Triggering Event has occurred and that the Escrow Officer may record the Quitclaim Deed. Any and all costs and expenses for holding and recording the Quitclaim Deed shall be paid by the TJPA. Following recording of the Quitclaim Deed, the Escrow Officer shall provide the Parties conformed copies of the Quitclaim Deed, indicating the recording date, document number, and other recording information, and deliver the original deed to the TA.

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7. This Agreement shall be construed, interpreted and governed by the laws of the State of California without reference to conflict of law principles, and this Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which

together shall constitute one and the same agreement. In the event of a dispute under this Agreement between any of the parties hereto, the prevailing party shall be entitled to recover reasonable costs and reasonable attorneys' fees from the non-prevailing parties.

8. The foregoing provisions shall be binding on the TJPA and its successors and assigns, and inure to the benefit of the TA and its respective successors and assigns, until December 31, 2040.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below.

The Transbay Joint Powers Authority,  
a joint powers agency created under California  
Government Code Sections 6500 *et seq.*

Dated: 1/4/11

By:   
Maria Ayerdi-Kaplan  
Executive Director

The San Francisco County Transportation  
Authority, an agency created pursuant to  
California Public Utilities Code Sections  
131000 *et seq.*

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A  
FORM OF QUITCLAIM DEED

## QUITCLAIM DEED

WHEN RECORDED RETURN TO:

City Attorney's Office  
City and County of San Francisco  
234 City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Finance/Transactions

Documentary Transfer Tax of \$0 based on  
full value of the property conveyed

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(Space above this line reserved for Recorder's use only)

### QUITCLAIM DEED

(568 Howard Street, San Francisco  
Assessor's Parcel No. 3721, Lot 020)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TRANSBAY JOINT POWERS AUTHORITY, a joint powers agency created under California Government Code Sections 6500 *et seq.*, hereby releases, remises, and forever quitclaims to the SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY, an agency created pursuant to California Public Utilities Code Sections 131000 *et seq.*, without representation or warranty, sixty three percent (63%) of the right, title, and interest the TJPA may have in the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof.

The Transbay Joint Powers Authority,  
a joint powers agency created under  
California Government Code Sections 6500  
*et seq.*

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Maria Ayerdi-Kaplan

Its: Executive Director

**EXHIBIT A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEGINNING at a point on the northwesterly line of Howard Street, distant thereon 175 feet northeasterly from the northeasterly line of Second Street; running thence northeasterly along said northwesterly line of Howard Street 75 feet; thence at a right angle northwesterly 100 feet; thence at right angles southwesterly 75 feet; thence at a right angle southeasterly 100 feet to the northwesterly line of Howard Street and the point of beginning.

Being portion of 100 Vara Block No. 347.

Block 3721, Lot 020

State of California            )  
  )  
County of San Francisco\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a  
notary public, personally appeared Maria Ayerdi-Kaplan, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)