

Amy

## ASSIGNMENT OF LEASES

**THIS ASSIGNMENT** is made and entered into as of the 16<sup>th</sup> day of January, 2001, by and between the **STATE OF CALIFORNIA** acting by and through the Department of Transportation ("Assignor") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("Assignee"),

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt of which is hereby acknowledged, effective as of the effective date (as defined above) Assignor assigns and transfers to Assignee all of Assignor's right, title claim and interest in and under certain leases executed with respect to that certain real property designated as Parcels A through L (the property), as more particularly described in the attached hereto Exhibit D, (collectively, the "Leases").

### **ASSIGNOR AND ASSIGNEE FURTHER HEREBY AGREE AND COVENANT AS FOLLOWS:**

1. Assignor represents and warrants that as of the date of this Assignment and the Effective Dates the attached Exhibit D includes all of the leases and occupancy agreements affecting the listed Property parcels.
2. Assignee has reviewed the full text of each and every lease agreement referenced herein and understands all terms and conditions of each and every lease agreement referenced herein.
3. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all costs, Liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees), origination prior to the Effective Date and arising out of the landlord's obligations under the leases.
4. Effective as of the Effective Date, Assignee hereby assumes all of the landlord's obligations under the Leases and agrees to indemnify, defend and keep Assignor harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees), originating subsequent to the Effective Date and arising out of the landlord's obligations under the leases. All obligations, if any, under State and Federal law pertaining to Relocation Assistance originating subsequent to the Effective Date shall rest with Assignee.
5. Any rental and other payments due a lessor under the Leases shall be prorated between the parties as of the Effective Date. On the Effective Date, Assignor shall transfer to Assignee the entire security deposits for each of the Leases shown on Exhibit D.
6. Rent under the Leases shall not be apportioned as of the Effective Date, regardless of whether or not such rents have paid to Assignor. With respect to any rent arrearage under the Leases outstanding as of the Effective Date, Assignee shall pay to Assignor any rent that is actually collected after the Effective Date and is applicable to the period preceding the Effective Date; provided, however, that all rent collected by Assignee shall be applied first to all unpaid rent accruing on and after the Effective Date, and only then to unpaid rent accruing prior to the Effective Date. Assignee shall not be obligated to take any steps to recover any rent arrearage.

**EXHIBIT 'D'**  
**Summary of Leases**

**Turk Street to Fell Street**

<u>Ref. No.</u>	<u>Lease Number</u>	<u>Current Tenant</u>
A	SF-101-68	SF Redev Agency
B	SF-101-01	Car Park Management
C	SF-101-64	Federal Auto Parks
D	SF-101-02	Al Giannini
D	SF-101-65	Al Giannini
D	SF-101-66	Al Giannini
E, E-st	SF-101-03	SF Unified School Dist
F	SF-101-05	San Francisco Opera
G	SF-101-06	San Francisco Opera
G	SF-101-58	Parking Authority SF
H	SF-101-07	Safe Park Corp
I	SF-101-08	Safe Park Corp
J	SF-101-09	SF Symphony Association
K	SF-101-10	Safe Park Corp
L	SF-101-11	Safe Park Corp

**Fell Street to Market Street (Area "A")\***

<u>Ref. No.</u>	<u>Lease Number</u>	<u>Current Tenant</u>
M	SF-101-12	Park Bay
N	SF-101-15	Safe Park Corp
O	None	None
P	SF-101-13	B & A Towing
Q	SF-101-14	Safe Park Corp
R	SF-101-16	Car Park Management
S	SF-101-17	Gethsemane Church
T	SF-101-18	Car Park Management
U	SF-101-19	Car Park Management
V	SF-101-20	Americo Real Estate
V	SF-101-21	Americo Real Estate

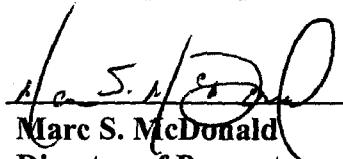

\*State to retain an easement for all air space, surface and subsurface rights, including the right to lease these parcels, until such time as State's Freeway Demolition Project is declared complete by State.

Assignor and Assignee have executed this Assignment as of the day and year written above.

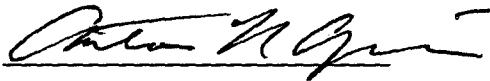
**ASSIGNOR  
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

By:  Date: 2-3-04  
**MARTA A. BAYOL**  
Office Chief, Property Management Services

**ASSIGNEE  
CITY AND COUNTY OF SAN FRANCISCO  
A municipal corporation**

By:  Date: 3.6.03  
**Marc S. McDonald**  
Director of Property 

**APPROVED AS TO FORM:**

By:   
**Antonio R. Anziano**  
Attorney, Caltrans

**APPROVED AS TO FORM:**

By:   
**Deputy City attorney**