

SECOND AMENDMENT TO PROJECT AGREEMENT
BETWEEN THE STATE OF CALIFORNIA, THE CITY OF SACRAMENTO AND
THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO
for the
TOWER BRIDGE PEDESTRIAN / BICYCLE IMPROVEMENTS PROJECT

This Second Amendment is made and entered into this _____ day of November, 2007, by and between the State of California, acting by and through its Director of the Department of Parks and Recreation, hereinafter called the "State"; the City of Sacramento, a municipal corporation, hereinafter called the "City"; and the Redevelopment Agency of the City of Sacramento, hereinafter called the "Agency"; collectively hereinafter referred to as "Parties".

RECITALS:

- A) Whereas, the City has undertaken a project referred to as the Tower Bridge Pedestrian / Bicycle Improvements Project, hereinafter called the "Project", and has filed a final Environmental Impact Report, dated May 2005, with the State Clearinghouse, said report being filed as No. 2004012020; and
- B) Whereas, the City and the State have previously executed a Project Agreement to accommodate the Project, being City Agreement No. 2006-0520, dated May 23, 2006, hereinafter called the "Project Agreement"; and
- C) Whereas, the City, the State, and the Agency executed an amendment to the Project Agreement to make certain corrections and changes to the Project Agreement, being Amendment No. 2006-0520-1, dated September 4, 2007, hereinafter called the "First Amendment"; and
- D) Whereas, the City has reconsidered the planned location for the railroad instrument cabinet (house) and now desires to change the location to a new site south of Capitol Mall, and the Agency and the State have no objection to make such a change; and
- E) Whereas, in conjunction with moving the instrument cabinet to a new location, the City desires to replace the existing instrument cabinet with a smaller cabinet for the purpose of improving the aesthetics of the surrounding area, and the Agency and the State have no objection to making such a change; and
- F) Whereas, to help expedite the work of moving the instrument cabinet to a new location and subsequently replacing it with a new cabinet, the City has offered to provide a utility trench crossing Capitol Mall, including all the wiring conduits and access boxes necessary to run electrical wiring from one side of Capitol Mall to the other, for the mutual benefit of the City and the State; and

- G) Whereas, the change in location and design of the State's instrument cabinet instigated by City will significant increase the cost of relocating State's railroad equipment and therefore the State will need additional funding to accommodate the City by making the change; and
- H) Whereas, the original easement will no longer be necessary and the City and the State, with the City's assistance, will pursue acquisition of an easement at the alternative location.

NOW THEREFORE, it is mutually agree between the Parities hereto as follows:

TERMS & CONDITIONS:

1. Item 1 of the Terms and Conditions of the Project Agreement, as amended by the First Amendment, is amended to add item 'i' to the list of primary work or activities to be conducted as part of the Project. Item 'i' shall read as follows:
 - i. Replacing the existing instrument cabinet (house), including the interior electrical equipment, devices, and circuitry, with a new cabinet, including electrical equipment, devices and circuitry contained within.
2. Item 4 of the Terms and Conditions of the Project Agreement, as amended by the First Amendment, is amended to reflect a change of the party granting the new easement to the State. The State shall make every effort to acquire, at no cost, an easement from the Embassy Suites Hotel. The City, at its own expense, shall assist the State with the acquiring an easement by preparing a legal description and a plat map of the new easement.
3. Item 11 of the Terms and Conditions of the Project Agreement, as amended by the First Amendment, is amended to reflect that an additional amount of One Hundred Fifty Thousand Dollars (\$150,000.00) shall be added to the project for a new total of Three Hundred Fifty Thousand Dollars (\$350,000.00). The City shall pay a second deposit of \$150,000.00 to the State within twenty (20) calendar days of final execution of this Second Amendment.
4. Exhibit "A" in the Project Agreement, as amended by the First Amendment, is replaced with the revised Exhibit "A" attached hereto and incorporated herein by this reference.
5. The City, at its own expense, shall excavate a utility trench across Capitol Mall, install wiring conduits and access boxes, backfill the excavation, and re-pave the utility trench in accordance with the plan drawings previously furnished to the City.
6. Except as specifically revised herein, all other Terms and Conditions of the Project Agreement, as amended by the First Amendment, shall remain in effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Project Agreement, as previously amended by the First Amendment, to be executed as of the date first stated above.

CITY OF SACRAMENTO
a municipal corporation

By: _____

Printed Name

Title

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____

Supervisor, Real Estate Services

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

STATE OF CALIFORNIA
Department of Parks and Recreation

By: Catherine A. Taylor
Catherine A. Taylor, District Superintendent

Date: 10/2/07

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

By: _____

John Dangberg, Assistant City Manager

Date: _____

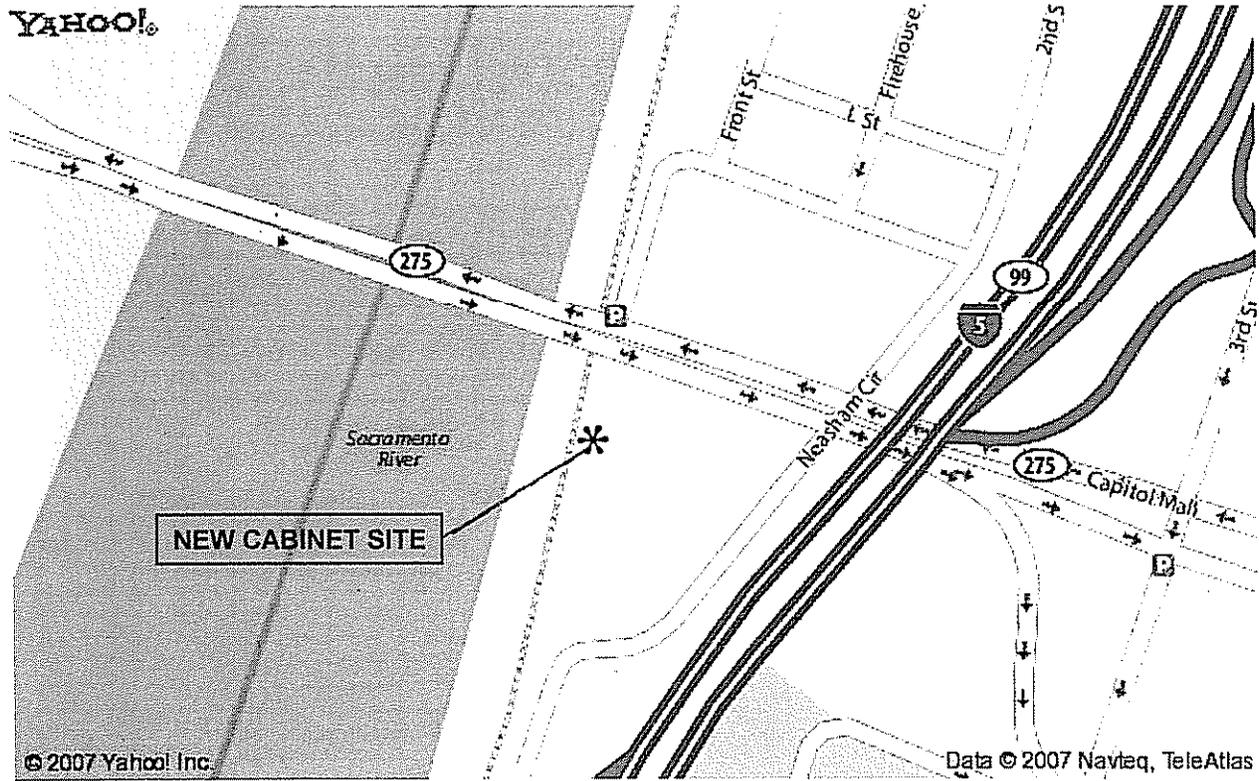
APPROVED AS TO FORM:

By: _____

SECOND AMENDMENT
TO THE PROJECT AGREEMENT

Revised EXHIBIT "A"

TOWER BRIDGE PEDESTRIAN / BICYCLE IMPROVEMENTS PROJECT



LOCATION OF NEW SITE FOR THE RAILROAD INSTRUMENT CABINET