AGREEMENT AMONG THE PRESIDIO TRUST AND THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION AND THE SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY FOR ENTRY ON TO REAL PROPERTY NEEDED FOR THE CONSTRUCTION OF THE SOUTH ACCESS TO THE GOLDEN GATE BRIDGE, DOYLE DRIVE REPLACEMENT PROJECT IN SAN FRANCISCO

THIS Agreement, entered into this 16th day of July, 2009, 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. Each of TRUST, STATE and SFCTA is occasionally hereinafter referred to individually as "party" and collectively as "parties."

RECITALS

WHEREAS, on February 13, 1931, the Secretary of the United States War Department, pursuant to authority in him vested by Section 6 of the Act of Congress approved July 5, 1884 (23 Stat. 103) granted to the Golden Gate Bridge and Highway District, now known as the Golden Gate Bridge, Highway and Transportation District, a right of way for the extension, maintenance and operation of a state road across the Presidio of San Francisco Military Reservation, California, and across the Fort Baker Military Reservation, California, including space for toll booths and facilities for regulating traffic, and including also the right to erect, operate and maintain the ends of the Golden Gate Bridge with cable anchors upon the said military reservations; and,

WHEREAS, during the intervening period of years since February 13, 1931, the said grant of right of way has been amended for various reasons on twenty-one (21) occasions; and,

WHEREAS, on July 27, 1938 the Secretary of the United States War Department pursuant to the authority vested in him by Section 6 of the Act of Congress approved July 5, 1884 (23 Stat. 103) granted to the State of California a right of way for the extension, maintenance and operation of a state road (now known as State Route 1) on the Presidio of San Francisco Military Reservation; and

WHEREAS, by Act of Congress (the Golden Gate National Recreation Area Act, Public Law 92-589, codified at 16 U.S.C. 460bb) the former Presidio of San Francisco Military Reservation became the Presidio of San Francisco ("PRESIDIO"), a part of the Golden Gate National Recreation Area, on October 1, 1994; and

WHEREAS, by further Act of Congress (the Presidio Trust Act, Public Law 104-333, codified at 16 U.S.C. 460bb appendix ("TRUST ACT"), the Presidio Trust was created on November 12, 1996, and

WHEREAS, the TRUST ACT divided the lands of the PRESIDIO into two areas, known and referred to as Area A and Area B; and

WHEREAS, the TRUST ACT granted the TRUST control over Area B; and

WHEREAS, the TRUST is the successor-in-interest to the United States War Department under the 1931 and 1938 permits for lands relevant to the PROJECT (as defined below) in Area B; and

WHEREAS, the parties hereto are entering into this agreement for the purpose of facilitating the construction of the South Access to the Golden Gate Bridge, Doyle Drive Replacement Project ("PROJECT"), on portions of U.S. Route 101 and State Route 1 in Area B; and

WHEREAS, by requisite federal and state legislative action and subsequent quitclaim deeds, STATE has obtained from the Golden Gate Bridge, Highway and Transportation District, any and all rights necessary to perform the PROJECT work herein; and

WHEREAS, STATE has completed, approved and issued a project report dated January 28, 2009 and Final Environmental Impact Statement/Report & Final Section 4(f) Evaluation and Record of Decision dated September 2008 and December 18, 2008 ("ENVIRONMENTAL DOCUMENTS"), respectively, for the PROJECT; and

WHEREAS, on or about September 24, 2008, the STATE, TRUST and other necessary parties entered into a Programmatic Agreement pertaining to the avoidance, mitigation and/or treatment of historical, cultural and archaeological resources within the PROJECT area; and

WHEREAS, the STATE, TRUST and other necessary parties are engaged in ongoing discussions, consultation and coordination regarding development and implementation of historical, cultural and natural resource mitigation measures, plans and agreements pursuant to the governing environmental documents; and

WHEREAS, the PROJECT will be constructed in multiple stages; and

WHEREAS, the parties hereto, for their mutual benefit, wish to cooperate in this undertaking and accomplish construction of the PROJECT in a highly efficient manner with minimal inconvenience; and

WHEREAS, the TRUST ACT requires the TRUST to achieve financial self sufficiency by 2013; and

WHEREAS, The TRUST's real estate operations are a significant component of the TRUST's quest for financial self sufficiency; and

WHEREAS, the TRUST depends on its residential and non-residential tenants for its real estate revenue; and

WHEREAS, the PROJECT is an important public safety improvement with local and regional transportation benefits and time is of the essence as to its construction; and

WHEREAS, due to the complexity of the PROJECT work, many design and construction related issues will from time to time arise and require satisfactory resolution; and,

WHEREAS, the parties hereto intend to use this Agreement as a basis for successful accomplishment of the PROJECT and intend to use the procedures contained in section 33 below for resolution of any and all disputes arising from the activities and obligations set forth herein;

NOW THEREFORE, the parties hereto mutually agree as follows:

I. RIGHT OF ENTRY

1. PROJECT AGENCY and its contractors and agents are hereby given permission to enter onto certain portions of Area B of the PRESIDIO as necessary for the purpose of constructing the PROJECT and for all purposes and activities related thereto, subject to the terms and conditions set forth herein.

2. The property to be used and occupied for the PROJECT is delineated on the map and compact disc attached hereto and made a part hereof and identified as Exhibit A. Such property is hereinafter referred to as the "PREMISES". The parties understand and agree that the required areas may change as necessary for the PROJECT and may be revised or modified by mutual agreement and that such changes will be memorialized by amendments to this agreement and to Exhibit "A". The parties further understand and agree that PROJECT AGENCY and its contractors and agents will require reasonable access across TRUST's other lands for purposes of access to the PROJECT areas and that such access will not be unreasonably denied. Provided, however, that access routes for construction vehicles and equipment to the PREMISES must be given advance written approval by TRUST.

   TRUST may also make available additional areas outside the PREMISES for contractor use at contractor's expense.

II. TERMS AND CONDITIONS OF THE RIGHT OF ENTRY

TRUST grants to PROJECT AGENCY the non-exclusive right to enter and use the PREMISES together with the non-exclusive right as limited hereunder of ingress and egress across the property known as Area B of the PRESIDIO for the purpose of constructing the PROJECT and for all purposes and activities related thereto ("RIGHT OF ENTRY") subject to the conditions set forth herein.

1. Term.

   This RIGHT OF ENTRY Agreement shall be in effect for the period from the date of execution of this Agreement to December 31, 2015, unless extended by written mutual agreement of the parties. PROJECT AGENCY's legal possession of the PREMISES shall commence on the effective date of the Agreement, with physical possession to thereafter

take place and continue as needed by the PROJECT AGENCY for PROJECT purposes as set forth in section 4.

2. Assignment of RIGHT OF ENTRY.

This RIGHT OF ENTRY shall be neither assignable nor transferable by PROJECT AGENCY. No permanent interest in the real property subject to this RIGHT OF ENTRY shall vest in PROJECT AGENCY by virtue of this RIGHT OF ENTRY. However, the transfer of a permanent highway easement from TRUST to PROJECT AGENCY is contemplated as set forth in section 15, transfer of a utility easement is contemplated as set forth in section 11 and vesting of ownership in monitoring wells shall be as provided in section 30.

3. Termination.

By TRUST: TRUST may terminate this RIGHT OF ENTRY and reenter and take possession of the PREMISES:

a. If PROJECT AGENCY violates any of the terms of this Agreement and does not cure or otherwise resolve by mutual agreement of the parties any such violations within thirty (30) days of the receipt of written notice of the violations from TRUST delivered in accordance with section 31 or

b. If any of the information provided to TRUST by PROJECT AGENCY in connection with this RIGHT OF ENTRY or at any time during the course thereof is discovered to be false, fraudulent, or materially incorrect; or

By PROJECT AGENCY: If the PROJECT is completed prior to December 31, 2015, and the PROJECT AGENCY no longer requires use of the PREMISES for PROJECT purposes, PROJECT AGENCY may terminate this RIGHT OF ENTRY by giving thirty (30) days' written notice of termination to TRUST delivered in accordance with section 31.

This RIGHT OF ENTRY may be terminated at any time by the mutual written consent of both parties.

4. PROJECT AGENCY's Physical Possession of PREMISES.

PROJECT AGENCY agrees to delayed physical occupancy of portions of the PREMISES and to early release of portions of the PREMISES to TRUST during the course of the PROJECT as PROJECT AGENCY determines is reasonable and feasible in the context of the PROJECT and the needs thereof. In so doing, PROJECT AGENCY shall consult and coordinate with TRUST so as to allow TRUST use of the PREMISES to the extent reasonable and feasible in the context of the PROJECT and PROJECT schedule. It is

currently anticipated that PROJECT AGENCY will require physical possession of portions of the PREMISES for tree removal by August 1, 2009 as depicted in the map(s) attached as Exhibit B, and of other areas thereafter. As to said other areas, PROJECT AGENCY will inform TRUST of dates by which it requires specified areas of the PREMISES at least thirty (30) days prior to the need for those areas. Once PROJECT AGENCY has physical possession of any area of the PREMISES it may retain such possession for such period of time as said area is needed for the PROJECT as determined by the PROJECT AGENCY, not to extend beyond the term of this Agreement. As to early releases of portions of the PREMISES no longer needed by the PROJECT AGENCY for the PROJECT, such releases shall be effectuated by written notice by PROJECT AGENCY of the area and date to be released and subject to written acceptance thereof by TRUST.

5. Permits.

PROJECT AGENCY and/or PROJECT AGENCY's agents or contractors are responsible for obtaining all applicable required permits or authorizations to conduct its activities on the PREMISES pursuant to this RIGHT OF ENTRY as set forth in this Agreement.

6. Compliance with Laws.

PROJECT AGENCY, its officers, employees, contractors, agents, and guests and the participants in the PROJECT activities shall comply with all applicable federal, state and local laws or regulations pertaining to any activities conducted on the PREMISES.

7. Alteration of Existing Facilities.

a. Except as required for the construction of the PROJECT, no alteration of existing premises or facilities, or construction of permanent improvements shall be made without the written consent of TRUST.

b. Notwithstanding the foregoing, alteration of existing premises or facilities or construction of improvements shall be subject to the following:

i. Any historic elements shall be treated in accordance with the Programmatic Agreement ("PA") and the built environment treatment plan ("BETP") pertaining to protection measures for historical buildings, structures and elements of the cultural landscape and the archaeology treatment plan ("ATP") pertaining to protection measures for archaeological resources and resources of importance to Indian tribes, because of cultural affinity, contained and prescribed therein, and to any plans or agreements developed pursuant thereto, and

ii. The following non-historic elements shall not be altered before the dates specified without the TRUST's written consent, which shall not be

unreasonably withheld, and subject to PROJECT AGENCY's fulfilling its obligations under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and the Civil Rights Act of 1964.

- Building 605/606 and associated parking and access until March 27, 2010. Building 1158 and associated parking and access until July 1, 2010, or sooner if the tenant voluntarily vacates prior to that date.

- Compressed Natural Gas ("CNG") station and associated access until September 1, 2010, or sooner if the facility is relocated prior to that date.

- Bus yard located between Buildings 201 and 204 and associated access until September 1, 2010, or sooner if the facility is relocated prior to that date.

- Cell sites: Cell site off of Halleck (near Crissy Field) until September 1, 2010; cell site near Armistead until December 1, 2010, or sooner if cell site operator voluntarily relocates prior to that date.

iii. TRUST commits to exercising its relocation or termination rights in its leases as to its tenants in the above-referenced facilities, and/or utilizing any other necessary provision or mechanism so as to deliver the above facilities to PROJECT AGENCY vacant and free and clear of all tenant and occupant interests by the dates indicated and commits to the same as to tenants and occupants of Buildings 201 and 204 by July 1, 2010.

iv. PROJECT AGENCY will inform TRUST through the regularly scheduled meetings set forth in section 19 of this Agreement of construction activities affecting the following:

- Utility systems and components (*e.g.*, storm drain inlets and associated plumbing, fire hydrants and associated plumbing, street lights and associated wiring) that are not being relocated under the utilities license.

- Sidewalks and streets, which shall remain open as set forth in the PROJECT plans and as reasonable and feasible in the context of the PROJECT.

- TRUST's roadway signage and traffic control devices.

c. Nothing in this section 7 shall be construed as authorizing any alteration of existing premises or facilities or construction of permanent improvements that is otherwise prohibited or restricted by the ENVIRONMENTAL DOCUMENTS, the PA, the BETP, the ATP, and any plans or agreements developed pursuant thereto.

8. Maintenance of PREMISES.

PROJECT AGENCY shall exercise due diligence to maintain the PREMISES in an orderly condition, relative to the PROJECT. Toward this end:

a. PROJECT AGENCY shall not allow litter or debris to accumulate on the PREMISES, including storm drain grates, trash racks and ditch lines.

b. Trash and debris from the PREMISES shall be picked up at least once a week.

c. Solid waste storage and disposal procedures shall be monitored on the PREMISES.

d. There shall be enough dumpsters of sufficient size on the PREMISES to contain the solid waste generated by the PROJECT. Dumpsters shall be emptied when refuse reaches the fill line and shall be watertight.

e. Dumpsters shall not be washed out on the PREMISES.

f. Additional containers and more frequent pick up shall be provided during the demolition phase of the PROJECT.

g. Solid waste includes: brick, mortar, timber, metal scraps, sawdust, pipe, electrical cuttings, non-hazardous equipment parts, styrofoam and other packaging materials, vegetative material and plant containers from highway planting, and litter and smoking material, including litter generated randomly by the public.

h. Trash receptacles shall be provided and used on the PREMISES, and areas thereon where workers gather for lunch and breaks.

TRUST shall not be obligated to perform any maintenance, of any kind, nature or description whatsoever of or to the PREMISES, except that TRUST shall be responsible for maintenance of TRUST infrastructure, including TRUST's utility lines located within the PREMISES, and shall promptly repair any damaged TRUST facilities or operations (not caused by PROJECT AGENCY's activities) that interfere with PROJECT AGENCY's PROJECT activities.

9. Restrictions.

Unless specified in this Agreement or otherwise authorized by TRUST, the PROJECT AGENCY shall at no time permit:

a. Access to any TRUST facilities or equipment not on the PREMISES except as authorized by TRUST.

b. Access or entry onto Building 605 and 606 prior to March 27, 2010 and Building 1158 prior to July 1, 2010.

c. Any substantial and unreasonable interference with or restrictions to the use of TRUST's equipment or operations, or TRUST's tenants' operations, equipment or access outside of the PREMISES. If PROJECT AGENCY's equipment at any time substantially and unreasonably interferes with any of TRUST's equipment or operation including interference with any of TRUST's tenants' equipment or operations outside of the PREMISES, it shall be the responsibility of PROJECT AGENCY to correct any such interference. Notwithstanding the above, the parties acknowledge and recognize that the PROJECT entails impacts to TRUST and Tenant facilities and operations within the PREMISES, which impacts shall not be deemed substantial and unreasonable under this section 9.

d. Removal of any TRUST property of any nature whatsoever, from the PREMISES unless authorized by TRUST, except as required for the construction of the PROJECT, and subject to the ENVIRONMENTAL DOCUMENTS, the PA, the BETP and the ATP, and any plans or agreements developed pursuant thereto and as provided in section 7 herein.

e. Any activities while on the PREMISES that involve the solicitation of funds for private or commercial interests, including fund raising for nonprofit organizations and causes.

f. Any controlled substances to be brought unto the PREMISES, nor may any controlled substances be possessed, used, solicited, transferred, or sold on the PREMISES.

g. Any alcoholic beverages to be brought on to the PREMISES.

This RIGHT OF ENTRY shall not be administered for profit.

10. Compensation.

TRUST shall be compensated in the total amount of for all PROJECT right of way claims, issues and matters. Said compensation includes but is not limited to payment for the following:

a. Functional replacement of Building 201 and the Archeology Lab (Building 230);

b. Cost of construction of temporary parking with 600 stalls;

c. Fair Market value of four major Buildings: 1158, 605, 606 & 204;

d. Relocation of cellular site at Armistead and relocation or removal of cellular site off of Halleck (near Crissy Field);

e. Fair market value of Building 670;

f. Relocation of CNG station and bus yard located between Buildings 201 and 204 underneath the structure;

g. Use of Building 603 (Crissy Field Center) for PROJECT purposes;

h. Use of Building 211 (Goldman Foundation) for PROJECT purposes;

i. Damages to/for Gorgas Warehouses;

j. All easement fees, including those for utility easements.

PROJECT AGENCY shall also fund and implement all items as listed on Exhibit C.

In addition, TRUST shall receive for the construction of a permanent parking structure for impacts to parking as a result of the PROJECT.

Compensation shall be paid to TRUST in accordance with the following schedule (the "Compensation Schedule"). All parties understand that the PROJECT AGENCY does not have access to funding to make payments to the Trust in advance of the Compensation Schedule.

- on or before November 16, 2009
- on November 16, 2009.
- on September 30, 2010.
- on September 30, 2011.

The compensation set forth herein does not include the Service District Charges for non-TRUST occupied buildings, including but not limited to Buildings 1158, 204, 605, 606, and 670, which charges are agreed to total which sum shall be paid to TRUST in proportionate installments, based on the table attached as Exhibit D, as each building is vacated by tenants and delivered to the possession of the PROJECT AGENCY free and clear of tenant interests on the date specified in this Agreement, or if not specified as mutually agreed upon by the parties.

However, for each building or facility not vacated by tenants and delivered to the possession of the PROJECT AGENCY free and clear of any tenant interests by the dates specified in this Agreement, or if not specified as mutually agreed upon by the parties, PROJECT AGENCY may withhold the full amount of the Service District Charge owing for each such building until such time as the building is vacated and delivered free and clear of all tenant interests to

PROJECT AGENCY. In such circumstance, the Service District Charge owing for each such building may be reduced on a pro rata basis and the amount owing shall be recalculated based upon the table attached at Exhibit D and the actual date the building is delivered to PROJECT AGENCY free and clear of tenant interests. Adjustments to the Service District Charges owing may be credited against the next scheduled compensation payment. With respect to Buildings 605 or 606, PROJECT AGENCY may not withhold the prorated Service District Charge under this paragraph if it fails to pay the termination fee(s) required by the current leases for Building 605 and 606 or if the failure of the tenant to vacate Building 605 or Building 606 is due to breach by PROJECT AGENCY of any agreement between said tenant and the PROJECT AGENCY.

The parties acknowledge that as used in this section, the Service District Charges being withheld for each building or facility is not intended to represent the value of any particular building or facility. Rather, that sum is agreed upon in recognition of the importance to the progress of the PROJECT in having TRUST meet its commitments to deliver buildings and facilities to PROJECT AGENCY vacant and free and clear of any tenant interests by the dates specified in this Agreement, or if not specified as mutually agreed upon by the parties. Nothing in this provision shall be construed to relieve TRUST of such obligations. Notwithstanding the foregoing, if any tenant has not vacated and buildings and facilities are not delivered to PROJECT AGENCY vacant and free and clear of any tenant interests by the dates specified in this Agreement, or if not specified as mutually agreed upon by the parties, any additional payments made to the tenant by the PROJECT AGENCY in order to vacate the building or facility shall be deducted from the compensation owing to the TRUST, provided however, that the amount so deducted shall not exceed in the aggregate, the total amount of . The temporary withholding and adjustment of the Service District Charges and the deduction of an aggregate amount of up to from TRUST's compensation shall be PROJECT AGENCY's sole remedy in connection with TRUST's obligation to deliver buildings or facilities to PROJECT AGENCY under this Agreement.

Full payment of all compensation and Service District Charges owing shall be made to TRUST by September 30, 2011 unless sums are withheld in accordance with the previous paragraph. Where sums are so withheld, they shall be due and payable immediately upon the vacating and delivery free of tenant interests of the building or facility at issue.

Compensation to TRUST as set forth above shall constitute full, final and global resolution of any and all claims by TRUST for all PROJECT and PROJECT-related right of way matters and issues, including but not limited to claims for compensation of any type or nature, past, present and future, known and unknown, arising from, related to or connected with the use and possession of the PREMISES for construction of the PROJECT, all right of way matters and issues set forth in this Agreement, and for the permanent transfer of right of way, easements and other property rights or interests set forth and contemplated herein and as may be needed for the PROJECT.

The parties expressly acknowledge that compensation as set forth in this section 10 shall relieve PROJECT AGENCY from all further monetary obligations or claims of compensation

for all PROJECT right of way claims, issues and matters as set forth above and TRUST hereby surrenders any and all rights to file or pursue any further claims for compensation as to said matters.

Nothing in this section 10, however, shall impact the parties' rights and obligations under the indemnification provisions of this Agreement.

11. Utility Relocations.

If any existing public and/or private utility facilities are discovered during construction that conflict with the construction of the PROJECT, PROJECT AGENCY shall make all necessary arrangements with the owners of such facilities for their (a) protection in place, (b) removal or (c) relocation to a location mutually agreed upon by TRUST and PROJECT AGENCY for those facilities located within the PREMISES, and in accordance with TRUST's policy for those facilities located outside of the PREMISES. The cost of the protection, relocation or removal shall be apportioned between the owners of the public utility facility and PROJECT AGENCY in accordance with PROJECT AGENCY's policy and procedure. In the event TRUST facilities require protection, relocation or removal, the cost shall be borne by the PROJECT. Any relocated or new facilities shall be correctly shown and identified on the As-Built plans referred to in section 22 of this Agreement.

TRUST shall convey a utility easement vested in the name of PG&E for underground electrical lines for the 12kv distribution line for the PROJECT, the details of which shall be determined by the parties.

12. Tenants and Relocation.

Occupants, either tenants or staff, of affected improvements, who are required to vacate and are eligible for relocation assistance as provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the Civil Rights Act of 1964 shall be relocated in accordance with the same. TRUST shall be the primary contact with its tenants and commits to exercising its relocation or termination rights in its leases as to its tenants and/or utilizing any other necessary provision or mechanism in accordance with section 7 (b) (iii) so as to deliver facilities to PROJECT AGENCY vacant and free and clear of all tenant and occupant interests. TRUST shall make its best efforts to deliver to PROJECT AGENCY quitclaims or other comparable release from all tenancies displaced or terminated by the PROJECT. PROJECT AGENCY shall also relocate, pursuant to the above-referenced Acts, tenants who are required to vacate their units due to (a) fire and safety regulation(s); (b) elimination of access to said units; and (c) elimination of exclusively assigned parking (existing as of the date of this Agreement) for said units as a result of the PROJECT, for which no replacement parking in the vicinity is reasonably available.

PROJECT AGENCY shall coordinate with TRUST to find acceptable locations for the relocation of the existing cellular tower at Armistead and the cellular tower off of Halleck (near Crissy Field), if it is relocated and the CNG station and the bus yard located between Buildings 201 and 204 underneath the structure.

13. Preservation of Historic and non-Historic Resources and Demolition/Deconstruction of Improvements.

At no cost to TRUST:

a. PROJECT AGENCY shall perform preconstruction assessment and monitoring of TRUST's historic and non-historic resources including but not limited to photographic surveys, vibration studies, including seismic monitoring, and stabilization of historic and non-historic buildings as set forth in the PA, BETP, ATP and any plans or agreements prepared pursuant thereto, and as may otherwise be deemed necessary by PROJECT AGENCY.

b. Historic properties will be documented, treated, deconstructed or demolished in accordance with the PA, BETP and any plans or agreements prepared pursuant thereto.

c. Non-historic Buildings 605 and 606 shall be demolished after March 27, 2010. Building 1158 will be demolished after July 1, 2010.

14. Environmental Mitigation and Restoration.

PROJECT AGENCY shall coordinate with TRUST to address mitigation and restoration issues identified in the PROJECT's Final Environmental Impact Statement/Report & Final Section 4(f) Evaluation and Record of Decision as required and/or set forth therein, and in any plans and agreements developed and implemented pursuant thereto. Environmental mitigation and/or minimization measures shall be timely implemented as specified in the governing ENVIRONMENTAL DOCUMENTS, permits, and plans and agreements resulting therefrom.

15. Transfer of Property Rights.

STATE shall prepare a highway easement deed for the transfer of a permanent highway easement for execution by TRUST and will quitclaim any rights of way that STATE occupies under the 1931 Permit and the 1938 Permit that are not necessary for the PROJECT and are within the PREMISES as defined on Exhibit A. Subject to approval of the California Transportation Commission, TRUST's highway easement deed and STATE's quitclaim shall be simultaneously recorded.

The parties acknowledge that nothing contained in this Agreement shall affect the parties' rights and obligations under the 1938 permit for any portion of State Route 1 outside of the PREMISES as defined on Exhibit A.

TRUST interior roads: TRUST agrees to accept ownership of the portions of the new/reconstructed Girard Road, Halleck Street, Lincoln Avenue and Gorgas Road that are not a part of the PROJECT AGENCY's access controlled facility, following inspection and construction of such roads to TRUST's standards and specifications.

PROJECT AGENCY shall conduct land surveys and prepare right of way maps, plats, descriptions and/or other materials necessary to describe STATE's Right of Way within the PREMISES in a legally sufficient manner and to set/document permanent survey monumentation adequate for the retracement thereof, as necessary, and to draft, finalize, and record the STATE Highway Easement deed, at PROJECT AGENCY's expense.

16. Damage to Property.

Except as required for the construction of the PROJECT, and subject to the PA, BETP, ATP, and any plans or agreements prepared pursuant thereto and to the provisions of section 7 herein:

a. Due care shall be exercised to avoid injury to TRUST property, existing improvements or facilities, including but not limited to, utility facilities, and property adjacent to the PREMISES. PROJECT AGENCY is responsible for any damage to or destruction of any real or personal property belonging to TRUST, its officers, employees, contractors, tenants, agents, or guests which results from PROJECT AGENCY's use of the PREMISES or of its PROJECT activities on adjacent property, regardless of whether such damage results from the acts, omissions, active or passive negligence of PROJECT AGENCY. Consequential damages, if any, arising from PROJECT AGENCY's damage or destruction of property above may be recovered only according to proof and to the extent allowed by governing law.

b. Subject to the provisions of section 17 below, PROJECT AGENCY shall promptly repair, replace or restore any damaged or destroyed property to its pre-construction condition based on preconstruction photographic and/or videographic surveys/monitoring records, or if no such surveys or records exist, to TRUST's reasonable satisfaction as to the pre-existing condition.

c. In lieu of repairs or replacement, and by agreement of the parties, PROJECT AGENCY may pay to TRUST money in an amount sufficient to cover the reasonable costs of repairing or replacing any damaged or destroyed property, facility or improvement to its pre-construction condition based on preconstruction photographic and/or videographic surveys/monitoring records, or if no such surveys or records exist, to TRUST's reasonable satisfaction as to the pre-existing condition.

d. As to historical structures, PROJECT AGENCY shall consult with TRUST, and comply with all applicable building requirements, including, if applicable, the Secretary of Interior Standards for historical properties, in restoring any such

historical structure damaged or destroyed by PROJECT activities to at least its pre-existing condition based on preconstruction photographic and/or videographic surveys/monitoring records, or if no such surveys or records exist, to TRUST's reasonable satisfaction as to the pre-existing condition.

e. PROJECT AGENCY shall consult with TRUST as to all repair and replacement work performed pursuant to this section 16 and such work shall be done to a level of at least the pre-existing condition of the property being repaired, restored or replaced as depicted in the preconstruction photographic and/or videographic surveys/monitoring records, or if no such surveys or records exist, to TRUST's reasonable satisfaction as to the pre-existing condition, unless the final design plans for the PROJECT show otherwise.

17. Restoration of the PREMISES.

Except as required for the construction of the PROJECT, and subject to the PA, BETP, ATP and any plans or agreements prepared pursuant thereto:

a. PROJECT AGENCY shall restore the PREMISES to the condition in which it was received except: (1) to the extent that the same is precluded by virtue of construction of the PROJECT; or (2) the final design plans for the PROJECT show restoration of the PREMISES to a different condition. The pre-construction condition shall be that depicted in the preconstruction photographic and/or videographic surveys/monitoring records, or if no such surveys or records exist, to TRUST's reasonable satisfaction as to the pre-existing condition.

b. PROJECT AGENCY shall clean up and remove all trash and refuse generated by PROJECT AGENCY's use of the PREMISES and shall replace any property that it may have removed during its use of the PREMISES.

c. If PROJECT AGENCY fails to restore the PREMISES, including the removal of trash and relocation of property, PROJECT AGENCY shall pay actual invoiced costs incurred by TRUST to restore the PREMISES.

d. PROJECT AGENCY shall, in coordination with and without cost to TRUST, remove all PROJECT related security fencing at the conclusion of the PROJECT and perform a thorough external cleaning of all TRUST structures affected by PROJECT activities.

e. PROJECT AGENCY shall restore the pavement of specifically designated TRUST roads within the PREMISES and specifically designated haul roads outside of the PREMISES used and damaged during the course of the PROJECT to a condition of at least equal quality as their pre-construction condition based on preconstruction photographic and/or videographic surveys/monitoring records, or if no such surveys or records exist, to TRUST's reasonable satisfaction as to the pre-existing condition.

18. Access to PREMISES.

Construction vehicles and equipment shall enter and exit the PREMISES by routes established in consultation with and agreed to by TRUST's designated principal representative, and shall comply with all posted traffic and parking control signs outside of the PREMISES unless otherwise authorized by TRUST's designated principal representative.

19. Specific Provisions.

PROJECT AGENCY agrees to the following:

a. To coordinate all work with TRUST's designated principal representative.

b. To hold regular meetings with TRUST to discuss the PROJECT with TRUST's designated principal representatives and representatives of PROJECT AGENCY and its contractor.

c. PROJECT AGENCY shall, without cost to TRUST, take all reasonable actions and measures to ensure the safety of all persons and property within the PREMISES at all times while on the PREMISES during the PROJECT construction term. All TRUST personnel or persons authorized by TRUST to be on the PREMISES shall comply with all of PROJECT AGENCY's safety directives and measures while on the PREMISES.

d. PROJECT AGENCY shall provide and maintain property signs, barriers and/or other means warning the public of PROJECT activities as necessary, including but not limited to providing sufficient warning for motorists and pedestrians (as applicable) of dangers as appropriate during periods of the PROJECT. PROJECT AGENCY agrees to report any Presidio Trust staff or park visitor accidents to TRUST in a timely manner.

e. As it determines necessary, PROJECT AGENCY will pay for and independently contract with the appropriate provider for police services for traffic management and routing and fire and emergency medical services.

f. To provide a construction activity schedule a minimum of thirty (30) days in advance of the commencement of construction activities on the PREMISES and provide monthly updates to this schedule as necessary to reflect any changes. PROJECT AGENCY will further provide TRUST with a minimum of fourteen (14) days advance notice of any activities which have a potential to injure, damage, or impact TRUST's personnel, equipment, facilities and/or activities and any plans to address any such impacts.

g. PROJECT AGENCY is solely responsible for coordinating all PROJECT activities across STATE's multiple contracts.

h. To provide, without cost to TRUST, all necessary real property descriptions, including metes and bounds legal descriptions and drawings, prepared by a registered land surveyor, for all documents TRUST is required to prepare, if any, as a result of the PROJECT AGENCY's activities upon the PREMISES.

i. PROJECT AGENCY shall provide TRUST's designated principal representative with drawings, including profile contours and property boundaries for both the temporary and permanent realignments of the PROJECT.

j. PROJECT AGENCY shall comply with the PA, BETP, ATP and any plans or agreements prepared pursuant thereto.

k. TRUST property, including the PREMISES, was in the past operated by the U.S. Army as a military facility for many decades. The parties acknowledge the possible existence of subsurface unexploded ordnances ("UXO's"), such as mortar shells or other explosive materials that may be encountered on the PREMISES during construction of the PROJECT. In the event that UXO's are discovered during the course of the PROJECT, work in the affected area shall immediately stop and the TRUST Safety and Occupational Health Manager at (415) 561-4141 (office) or (415) 748-0059 (cell) or in his/her absence, the TRUST Environmental Remediation Department at (415) 561-2711 or other person designated by TRUST in writing shall be contacted and notified of the discovery by telephone. PROJECT work in the affected area may resume upon authorization of the TRUST. Costs, if any, for the removal of UXO's shall be borne by the PROJECT.

l. PROJECT AGENCY has had an opportunity to investigate the site conditions of the PREMISES and accepts the PREMISES "as-is". TRUST makes no warranties as to the condition of the PREMISES or representations or warranties as to its fitness for the PROJECT.

m. TRUST has no obligation to provide utilities for use of the PREMISES or for construction of the PROJECT. However, if TRUST does provide utilities, the costs thereof shall be borne by the PROJECT.

n. TRUST expressly reserves the right to enter upon the PREMISES, except in the case of emergency, upon three (3) days' prior notice to PROJECT AGENCY, or as otherwise coordinated between the parties, to assess whether PROJECT AGENCY is in compliance with the provisions of this Agreement (and if found not to be, the parties may proceed as prescribed in section 3, subject to section 33), or for the purpose of installing, maintaining, repairing or replacing TRUST infrastructure located within the PREMISES. TRUST shall retain maintenance responsibility over such TRUST infrastructure facilities, including TRUST's utility lines located within

the PREMISES, and shall promptly repair any damage to such TRUST facilities or operations (not caused by PROJECT AGENCY activities) that interfere with PROJECT AGENCY's PROJECT activities. PROJECT AGENCY shall, in consultation with TRUST, establish procedures providing emergency access by the TRUST to any secured areas within the PREMISES.

o. PROJECT AGENCY agrees to take all reasonable measures to prevent and suppress fires on the PREMISES which might result from PROJECT construction activities.

p. PROJECT AGENCY shall not make any contract that may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion, fee interest or other estate of TRUST's or of any interest of TRUST's in the PREMISES.

q. Information regarding PROJECT activities will be provided and made available to tenants through the PROJECT'S Public Information Office ("PIO"). PROJECT'S PIO shall consult and coordinate with TRUST's public information office with respect to communications to be sent to TRUST tenants. Copies of all public information materials distributed to PRESIDIO residents and tenants shall be provided to TRUST.

20. Construction.

a. The parties acknowledge and understand that construction of the PROJECT will proceed on an expedited schedule and is a calendar-day job.

b. Normal work hours shall be limited to between 7:00 a.m. and 7:00 p.m., Monday through Friday and 9:00 a.m. to 6:00 p.m. weekends ("Work Hours"), provided however, that subject to (c) below, noise levels for work on Sundays shall not exceed five (5) decibels above ambient, measured at the closest point of the nearest a) occupied residential tenanted building or b) occupied commercial tenanted building in which business activity is occurring. The parties acknowledge and understand that PROJECT work outside of these hours may be required. To the extent that such work will not produce noise levels exceeding five (5) decibels above ambient, measured at the closest point of the nearest a) occupied residential tenanted building or b) occupied commercial tenanted building in which business activity is occurring outside of Work Hours, PROJECT AGENCY shall notify TRUST's designated principal representative at least seven (7) days in advance of commencing such work.

c. Outside of Work Hours, PROJECT AGENCY shall not allow noise generation to exceed five (5) decibels above ambient, measured at the closest point of the nearest a) occupied residential tenanted building or b) occupied commercial tenanted building in which business activity is occurring outside of Work Hours. The parties acknowledge and understand that certain PROJECT work outside of Work Hours, including but not limited to tree removal, concrete pours, demolition, tunnel

excavation, continuous drilling, weekend closures, and construction operations that once commenced must proceed to conclusion will exceed these criteria. In such instances, the PROJECT AGENCY shall provide two (2) weeks advance notice to TRUST's designated principal representative of such periods of work.

d. Special events: Specified special event days that may restrict construction activities during the course of construction of the PROJECT are listed in Exhibit E. On such days, PROJECT construction activities shall be suspended unless lesser restrictions on construction activities are agreed upon by the parties, which agreement shall not be unreasonably withheld.

e. PROJECT AGENCY will perform all work in a good and workmanlike manner in accordance with PROJECT AGENCY standards or as provided in the PROJECT final design plans.

f. PROJECT AGENCY and PROJECT AGENCY's employees, agents and contractors shall be solely responsible for securing all of their personal property located on the PRESIDIO, and TRUST shall not be liable for any damage thereto or theft or misappropriation thereof.

g. PROJECT AGENCY has received a copy of TRUST's draft Construction Guidelines, dated May 2009. PROJECT AGENCY in coordination and consultation with TRUST will incorporate to the extent feasible and applicable the substance of said Guidelines into the PROJECT's contract specifications and special provisions.

21. Parking.

a. PROJECT AGENCY will make its best efforts, as it determines is reasonable and feasible in the context of the PROJECT, to make available for public parking the area on Mason Street, between Marshall and Halleck as generally depicted on Exhibit F.

b. As to parking outside of the PREMISES, except as to incidental parking, PROJECT AGENCY employees, agents and contractors shall, at their own expense, park only in those locations assigned by the TRUST's designated representative, but only if such parking is requested and agreed upon by PROJECT AGENCY employees, agents and contractors. TRUST shall have no obligation to make parking available to PROJECT AGENCY employees, agents and contractors outside of the PREMISES. Except for incidental parking, personal vehicles of PROJECT AGENCY employees, agents and contractors shall not be parked outside of the PREMISES within the PRESIDIO.

22. Completion of PROJECT.

a. Upon acceptance of the final contract of the PROJECT, PROJECT AGENCY shall provide TRUST with written notice that the PROJECT is complete.

b. Within ninety (90) days, PROJECT AGENCY shall provide to TRUST, in PROJECT AGENCY's standard format (microstation electronic files), two complete hard-copy sets of as-built drawings, specifications and operational manuals (including all warranties) pertaining to the PROJECT showing clearly all approved changes, revisions and substitutions made during the PROJECT, including, without limitation, field changes and the final location of all equipment, utility lines and other significant features of the PROJECT.

As-built drawings shall also be provided to the TRUST in both AutoCAD Computer Aided Design ("CAD") format in the version then in use by the TRUST, and Portable Document Format ("PDF"). CAD drawing files shall be "bound" to include all external reference files as part of the document. CAD documents converted from file formats other than AutoCAD "DWG" files shall follow the guidance from Autodesk on formatting to be provided by Trust. Calculations, specifications and operational manuals (including all warranties) shall also be provided in PDF. Electronic files shall be delivered on accurately labeled CD or DVD media.

To assist PROJECT AGENCY in providing the above, TRUST shall provide PROJECT AGENCY with a base map of the PREMISES in AutoCAD format.

23. Termination of PROJECT Prior to Completion.

If PROJECT AGENCY terminates PROJECT prior to completion of the PROJECT, PROJECT AGENCY will, at PROJECT AGENCY's expense, return all affected PREMISES to its original condition or, if that is not possible, to a condition reasonably comparable in use and operation to the preexisting condition, as agreed upon by the parties.

24. Indemnification.

To the fullest extent permitted by law, PROJECT AGENCY shall defend, indemnify and hold harmless the United States, including TRUST, and its directors, officers, employees and agents (each an "Indemnitee" and collectively the "Indemnitees") from and against any and all claims, damages, losses, liabilities and costs (including without limitation reasonable attorneys' fees, court costs, expert witness expenses, litigation costs, and disbursements) arising directly or indirectly, in whole or in part, from any act or omission of PROJECT AGENCY or any act or omission of any of PROJECT AGENCY's employees, agents, consultants, contractors, subcontractors, or anyone for whose acts PROJECT AGENCY may be liable (collectively, "PROJECT AGENCY's Parties") in connection with the activities under this Agreement (including any failure by PROJECT

AGENCY to perform each of its obligations under this Agreement in a timely and proper manner), including, without limitation, for any illness, injury, death or property damage or any other claims, damages, losses, liabilities and costs suffered or alleged by (a) any third party, (b) any person employed by PROJECT AGENCY or any of PROJECT AGENCY's Parties or (c) any party furnishing labor or materials with respect to the Project. The obligations to defend, indemnify and hold harmless shall not apply as to a particular Indemnitee (i) to the extent (but only to the extent) of loss caused by the gross negligence or willful misconduct of that Indemnitee, or (ii) as to Hazardous Materials as set forth in section 29. As to such Hazardous Materials, the rights, responsibilities and indemnity obligations set forth in section 29 shall apply.

TRUST shall promptly notify PROJECT AGENCY in writing of any claim falling within PROJECT AGENCY's indemnity obligations hereunder and its tender of defense thereof. PROJECT AGENCY shall provide a response to such notice and tender within a reasonable period following PROJECT AGENCY's receipt of TRUST's written notice, not to exceed thirty (30) days, and, if applicable, shall promptly assume PROJECT AGENCY's defense and indemnification obligations in accordance with this section. TRUST's delay in notifying PROJECT AGENCY of a claim shall not relieve PROJECT AGENCY of its defense and indemnity obligations, unless, and then only to the extent that, PROJECT AGENCY demonstrates its ability to defend or resolve such claim has been prejudiced by TRUST's delay. TRUST may participate in the defense of such claim at its own expense. TRUST shall, at PROJECT AGENCY's expense, reasonably cooperate in PROJECT AGENCY's defense of any claims tendered and accepted hereunder, and shall timely provide information and make witnesses available as requested by PROJECT AGENCY in the course of defending against such claims. If and to the extent monetary sanctions or costs are imposed or incurred by PROJECT AGENCY as a direct result of TRUST's failure to timely comply or respond to PROJECT AGENCY's requests for information or production of witnesses, they shall be the responsibility of TRUST. PROJECT AGENCY shall keep TRUST timely apprised of the status of any claim tendered and accepted hereunder and shall not settle any claim, nor agree to any entry of judgment, without first meaningfully consulting with TRUST.

In connection with the obligations herein, if: (1) PROJECT AGENCY fails to respond to TRUST's request for indemnification within thirty (30) days after written notice from TRUST; or (2) TRUST has reasonably determined, based upon PROJECT AGENCY's counsel's written advice, that having common counsel with PROJECT AGENCY would present such counsel with a conflict of interest, then TRUST, at PROJECT AGENCY's expense, may take over the defense and handling of the third party claim. If TRUST takes over such third party claim, PROJECT AGENCY may participate in the defense of such claim at its own expense. TRUST shall keep PROJECT AGENCY timely apprised of the status of such third party claim, and TRUST shall not settle any third party claim, nor consent to any entry of any judgment, without PROJECT AGENCY's prior written consent, which consent shall not be unreasonably withheld.

Each PROJECT AGENCY (on behalf of itself and of PROJECT AGENCY's Parties) agrees that the Indemnitees shall not be liable for, and each PROJECT AGENCY (on behalf of itself and PROJECT AGENCY's Parties) expressly assumes the risk of, and waives, releases and discharges the Indemnitees from, all matters subject to the above indemnity.

The indemnity obligations of this section 24 shall survive the expiration or earlier termination of this Agreement but only as to covered claims arising from the activities, including but not limited to design and construction activities, conducted under and during the term of this Agreement. The obligation to defend, indemnify and hold harmless set forth in this Agreement shall not extend to any claim, including but not limited to claims for inverse condemnation or tort claims, arising from the design, construction, maintenance, and operation of the completed PROJECT. Such rights, responsibilities and obligations shall be addressed in connection with the contemplated future transfer of property rights, if applicable in that context, or as otherwise mutually agreed upon by the parties. The defense and indemnity obligations in this Agreement shall not be: (A) construed to negate, abridge or otherwise reduce any right of defense or indemnity which is otherwise available to any Indemnitee or any party to this Agreement; or (B) limited by any insurance coverage, or otherwise affected by any limitation on amount or type of damages payable by or for PROJECT AGENCY or any of PROJECT AGENCY's Parties, under any workers' compensation, disability benefits or other employee benefits or similar laws.

25. Insurance.

PROJECT AGENCY is a self insured entity. STATE has provided a letter of self-insurance, attached as Exhibit G.

STATE shall require its contractor to carry an "Owner Controlled Insurance Program (OCIP)" in accordance with the specified PROJECT construction contract Special Provisions set forth in Exhibit H.

26. Non-Discrimination.

PROJECT AGENCY, for itself, its personal representatives, officers, employees, contractors, agents, successors in interest (if applicable) and assignees (if applicable) as a part of the consideration hereof, and as a term and condition of this RIGHT OF ENTRY, does hereby covenant and agree that:

a. No individual on the grounds of race, sex, color, religion, age, marital status or national origin shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the use of said PREMISES;

b. No individual on the grounds of race, sex, color, religion, age, marital status or national origin shall be excluded from participation in, denied the benefits of, or be

otherwise subjected to discrimination in the construction of any improvements on, over, or under said PREMISES or in the furnishing of services in connection with the use of the PREMISES by PROJECT AGENCY.

c. PROJECT AGENCY shall use the PREMISES and the operation of the completed PROJECT in compliance with all other requirements imposed by or pursuant to applicable laws.

27. Architectural Barriers Act responsibilities.

PROJECT AGENCY hereby accepts any and all responsibilities under the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 *et seq.*, and section 504 of the Rehabilitation Act that result from the PROJECT activities herein. Accessibility of sidewalks and other pedestrian ways and crossings shall be maintained during the PROJECT.

It is understood and agreed that structures and sites directly associated with the actual processes of construction, including but not limited to, scaffolding, bridging, materials hoists, materials storage, and construction trailers shall not be required to comply with the above requirements or to be on an accessible route. Portable toilet units provided for use exclusively by construction personnel on a construction site shall not be required to comply with the above or to be on an accessible route.

28. Environmental Issues, Documentation and Protection.

a. PROJECT AGENCY shall comply with all environmental mitigation, minimization and avoidance measures set forth in the PROJECT's FEIR/EIS and Final Section 4(f) Evaluation, Record of Determination, September 2008 Programmatic Agreement and any and all other ancillary agreements, plans or measures resulting or developed therefrom. PROJECT AGENCY will confer and consult with TRUST as to such mitigation, minimization and avoidance measures/methods as and to the extent required in the environmental documents, agreements and governing law.

b. PROJECT AGENCY shall cooperate with TRUST in developing contract special provisions regarding additional environmental, historical and natural resource protection and avoidance measures and plans beyond those prescribed in the PROJECT ENVIRONMENTAL DOCUMENTS and plans and agreements resulting therefrom to the extent such provisions are reasonable and feasible in the context of the PROJECT. Any special provisions so developed shall be included as part of the construction contract(s) for the PROJECT.

c. PROJECT AGENCY shall, without cost to TRUST, prevent surface water runoff from within the PREMISES from carrying sediment into San Francisco Bay. PROJECT AGENCY and TRUST will concurrently review copies of each Storm Water Pollution Prevention Plan ("SWPPP") prepared by its contractors for the

PREMISES. PROJECT AGENCY is responsible for coordinating its SWPPPs with TRUST's SWPPP. In order to avoid delays to the PROJECT, said review period shall not exceed ten (10) days.

d. PROJECT AGENCY shall consult and coordinate with TRUST regarding application of TRUST's Roads and Grounds IPM Program and Weed Management Guidelines to the use of pesticides, fungicides, herbicides, and/or any other chemical or biological means of plant or pest control within the PREMISES for construction of the PROJECT. Such Program and Guidelines shall apply as agreed to by the parties.

e. PROJECT AGENCY shall restore displaced vegetation to the PREMISES at the conclusion of contracts 3 and 4 to the extent such revegetation is reasonable and feasible in the context of the PROJECT and remaining construction activities contemplated on the PREMISES.

29. Hazardous Materials.

a. Subject to the provisions of this section 29, PROJECT AGENCY shall not and PROJECT AGENCY shall ensure that PROJECT AGENCY's agents shall not, treat, sell, discharge, or release, any Hazardous Material upon, about, beneath or from the Presidio. PROJECT AGENCY shall not dispose of any Hazardous Materials within the Presidio, nor shall PROJECT AGENCY invoke the California DTSC lead variance with respect to any location within the Presidio. PROJECT AGENCY may not permit Hazardous Materials to be commingled with the Hazardous Material of the TRUST. For purposes of this provision, "Hazardous Material" refers to a hazardous substance pursuant to CERCLA (42 U.S.C. sec. 9601(14)) and hazardous waste under RCRA (42 U.S.C. sec. 6903). PROJECT AGENCY shall inform PROJECT AGENCY's contractors that PROJECT work hereunder may involve hazardous or contaminated soil or material. Nothing in this provision or in this Agreement shall preclude PROJECT AGENCY's re-use of soil that meets the TRUST's soil re-use criteria.

b. Except as directly related to authorized activities for the PROJECT, PROJECT AGENCY shall not, and PROJECT AGENCY shall ensure that PROJECT AGENCY's agents shall not, bring, generate or otherwise use, store, or handle any Hazardous Material upon, about, beneath or from the PREMISES. PROJECT AGENCY shall be permitted to bring into the PREMISES necessary amounts of fuel and other fluids as required for the power and proper functioning of PROJECT AGENCY's vehicles and equipment. All Hazardous Materials-related activities undertaken by PROJECT AGENCY or PROJECT AGENCY's agents pursuant to this Agreement must comply with all applicable laws. PROJECT AGENCY agrees to be responsible for timely acquisition of any permit(s) required for its Hazardous Materials-related activities related to the PROJECT and shall provide to the TRUST upon request, inventories of all such Hazardous Materials and any supporting

documentation, including but not limited to material safety data sheets, uniform waste manifest forms, and/or any other pertinent permits.

c. If PROJECT AGENCY shall become aware of or receive notice or other communication from a regulatory agency with applicable jurisdiction concerning any actual, alleged, suspected or threatened violation of any applicable law by PROJECT AGENCY or PROJECT AGENCY's agents or from past or present activities of any person in connection with the use of the PREMISES or of any liability of PROJECT AGENCY or PROJECT AGENCY's agents for environmental damage in connection with the use of the PREMISES, then PROJECT AGENCY shall deliver to TRUST, immediately upon receipt of such notice or communication by PROJECT AGENCY, a written description of such alleged violation, liability, correction information, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of the TRUST to defend or otherwise respond to any such notification.

d. PROJECT AGENCY shall at its sole cost and expense, promptly take all actions required of it under applicable laws by any regulatory agency with applicable jurisdiction to remedy damage to the PREMISES, or other areas of the PRESIDIO which arises directly from the presence or suspected presence (as determined by a regulatory agency with applicable jurisdiction), or release or suspected release (as determined by a regulatory agency with applicable jurisdiction), of any Hazardous Material introduced in or into the air, soil, surface water or ground water as a result of or in connection with PROJECT AGENCY's or PROJECT AGENCY's agents use of the PREMISES. Such actions may include but are not limited to the investigation of the environmental condition of the areas adversely affected ("Affected Property") by PROJECT AGENCY or PROJECT AGENCY's agents' breach of any of the provisions of this Agreement, as well as the preparation and performance of any required cleanup, remediation, containment, operation, maintenance, monitoring or restoration work, whether on or off of the Affected Property. PROJECT AGENCY shall take all actions required under applicable law and shall restore the Affected Property to a condition substantially equal to that existing prior to the damage to such property, in accordance with the standard of remediation imposed by applicable law. Those portions of any Affected Property that cannot be restored substantially to the pre-existing condition shall be restored in accordance with any additional standards or requirements imposed by a regulatory agency with applicable jurisdiction as appropriate under applicable law. PROJECT AGENCY shall proceed continuously and diligently with such investigatory and remedial actions and these actions shall be performed in accordance with applicable law in a good, safe and workmanlike manner by one or more licensed and reputable contractors experienced in the conduct of remedial actions in areas containing significant natural and cultural resources or comparable experience. PROJECT AGENCY shall pay all costs and expenses in connection with such investigatory and remedial activities chargeable to PROJECT AGENCY, including but not limited to the charges of such contractor(s),

all power and utility costs, any and all taxes or fees that may be applicable to such activities and required by the regulatory agency(ies) with applicable jurisdiction. PROJECT AGENCY shall promptly provide to the TRUST copies of testing results and reports generated in connection with the above-mentioned activities. Promptly upon completion of such investigation and remediation, PROJECT AGENCY shall remove all associated personal property, debris, materials and the like, to the satisfaction of the TRUST.

e. In the event of a notice or requirement by a regulatory agency with applicable jurisdiction to PROJECT AGENCY under (c) or (d) above, TRUST shall have the right, but not the duty, at all reasonable times and, except in the case of emergency, following at least three (3) days' advance notice to PROJECT AGENCY, and in consultation and coordination with the PROJECT AGENCY's activities, to enter and to permit any agency, public or private utilities and other entities and persons to enter upon the portion of the PREMISES used for the PROJECT, as may be necessary as determined by the TRUST in its sole discretion, and at its own cost, to conduct inspections of the portion of the PREMISES used for the PROJECT, including invasive tests, to determine for itself the extent and nature of PROJECT AGENCY's activities in response to such a notice or requirement. The TRUST shall have the right, but not the duty, to retain independent professional consultants at its own cost to conduct such inspections and to review any report prepared by or for PROJECT AGENCY concerning such notice or requirement by a regulatory agency. Upon PROJECT AGENCY's request, TRUST will make available to PROJECT AGENCY copies of all final reports and written data obtained by the TRUST from such tests and investigations. PROJECT AGENCY shall have no claim for inconvenience to or interference with PROJECT AGENCY's use of the PREMISES occasioned by TRUST inspections under this section, provided that TRUST has provided the PROJECT AGENCY with the requisite notice and has consulted with PROJECT AGENCY and coordinated such inspections with PROJECT AGENCY's activities on the PREMISES as prescribed herein.

f. In addition to all other indemnity requirements set forth in this Agreement and subject to paragraphs (g), (h) and (k) below, PROJECT AGENCY expressly agrees to indemnify, reimburse, defend, save and hold harmless TRUST and TRUST's agents for and from any and all environmental damage claims caused by or arising out of PROJECT AGENCY or PROJECT AGENCY's agents' use of the PREMISES under this Agreement, whether or not the alleged environmental damages were caused by the negligence or lack of diligence of the PROJECT AGENCY and regardless of whether the same is occasioned by the active or passive negligence of the PROJECT AGENCY and regardless of whether liability without fault is imposed on the PROJECT AGENCY, except to the extent (but only to the extent) such claims are caused by the gross negligence or willful misconduct of the Trust. As used herein "Environmental Damage Claims" shall mean any claim arising under any applicable local, state, or federal law or regulation enacted or otherwise adopted for the protection of the environment.

g. The indemnity obligations of this section 29 shall survive the expiration or earlier termination of this Agreement but only as to covered claims arising from the activities, including but not limited to design and construction activities, conducted under and during the term of this Agreement. The obligation to defend, indemnify and hold harmless set forth in this Agreement shall not extend to any claim, including but not limited to claims for inverse condemnation or tort claims, arising from the design, construction, maintenance, and operation of the completed PROJECT. Such rights, responsibilities and obligations shall be addressed in connection with the contemplated future transfer of property rights, if applicable in that context, or as otherwise mutually agreed upon by the parties. The defense and indemnity obligations in this Agreement shall not be: (A) construed to negate, abridge or otherwise reduce any right of defense or indemnity which is otherwise available to any Indemnitee or any party to this Agreement; or (B) limited by any insurance coverage, or otherwise affected by any limitation on amount or type of damages payable by or for PROJECT AGENCY or any of PROJECT AGENCY's Parties, under any workers' compensation, disability benefits or other employee benefits or similar laws.

h. This Agreement is not intended to create a separate obligation on the part of the PROJECT AGENCY and in favor of the TRUST to remediate pre-existing Hazardous Materials, nor does it limit or expand the rights or defenses of the TRUST with respect to such pre-existing Hazardous Materials. Consequently, the provisions of paragraphs (d) and (f) of this provision shall not apply to pre-existing Hazardous Materials except to the extent: (i) PROJECT AGENCY or PROJECT AGENCY's agents' activities cause an exacerbation or migration of such pre-existing Hazardous Materials, and then only as to the exacerbation or migration caused by PROJECT AGENCY to the extent required by law or by a regulatory agency with appropriate jurisdiction or to the extent that it is inconsistent with TRUST soil re-use criteria; or (ii) PROJECT AGENCY or PROJECT AGENCY's agents cause additional damage to the environment beyond such pre-existing Hazardous Materials due to a violation of any applicable law regarding such pre-existing Hazardous Materials. This provision does not relieve PROJECT AGENCY of any obligation it might have with regard to third parties or any governmental entity by operation of applicable laws, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act.

i. PROJECT AGENCY understands and acknowledges that the PREMISES may contain lead-based paint. Therefore, PROJECT AGENCY hereby agrees that, during the term of this Agreement, any necessary costs of removal or remediation with respect to lead-based paint in the PREMISES shall be borne solely by PROJECT AGENCY. Whenever PROJECT AGENCY performs construction, maintenance, and/or alterations on the PREMISES, PROJECT AGENCY shall comply with all applicable laws related to the removal or remediation of lead-based

paint. Nothing in this Agreement shall be construed to require PROJECT AGENCY to remove lead-based paint unless applicable laws require such removal.

j. PROJECT AGENCY shall develop and implement management and remediation plans for lead-based paint during any construction activities. PROJECT AGENCY shall furnish copies of such plans to TRUST before construction and/or alterations to the PREMISES.

k. PROJECT AGENCY shall not and PROJECT AGENCY shall ensure that PROJECT AGENCY's agents shall not undertake any activities in the PREMISES where Land Use Controls, as defined below, are part of the approved remedy or in areas scheduled for environmental remediation or in other areas designated by TRUST as areas of likely or anticipated remediation unless it has received prior written approval from the TRUST, which may involve prior approval from CAL-EPA (California Department of Toxic Substances Control), and the Regional Water Quality Control Board. PROJECT AGENCY shall not invoke the California DTSC's "Area of Contamination" policy in any of the foregoing areas. However, it is understood that in areas other than those articulated in the first sentence of this paragraph, PROJECT AGENCY may replace excavated trench spoils back into the trench they were removed from as part of the PROJECT. Information regarding the environmental condition of such areas, including the presence or suspected presence of hazardous materials or contaminants, shall be provided by TRUST to PROJECT AGENCY to the extent such information is known, documented or otherwise available to TRUST. To the extent the activities of PROJECT AGENCY or PROJECT AGENCY's agents under this Agreement may interfere with or adversely affect areas of the TRUST undergoing environmental cleanup actions, PROJECT AGENCY shall cooperate with any involved agency to coordinate or modify the work under this Agreement as necessary to permit such cleanup actions to proceed to timely completion. An identification of areas where Land Use Controls are part of the approved remedy, are scheduled for environmental remediation, or have been designated by TRUST as areas of likely or anticipated remediation is attached hereto as Exhibit I (Presidio Land Use Controls). Any changes or modifications to the areas identified in Exhibit I shall be made immediately known to PROJECT AGENCY by TRUST.

Notwithstanding the above, TRUST and PROJECT AGENCY acknowledge that PROJECT construction activities are planned in areas TRUST has completed, commenced or is planning environmental remediation, including but not limited to areas where Land Use Controls apply. PROJECT AGENCY and TRUST are and will continue to confer and consult regarding coordination of PROJECT AGENCY's PROJECT work and TRUST's environmental remediation activities in these areas. Final coordination of such work and remediation, and final apportionment of costs thereof and responsibilities therefor shall be as mutually agreed upon by the PROJECT AGENCY and TRUST. Upon such agreement, the terms thereof shall govern said activities and responsibilities.

The respective hazardous materials treatment and remediation responsibilities of PROJECT AGENCY and TRUST as set forth in this section 29 include without limitation any necessary manifest requirements and designation of disposal facility.

If the PROJECT AGENCY encounters Unknown Contamination, herein defined as contamination outside of known remediation sites, contamination at known remediation sites involving previously unknown contaminants, or contamination not identified in previous investigations, PROJECT AGENCY will notify the Trust Remediation Department by telephone at (415) 561-2711 as soon as possible, but under no circumstances later than the end of the day during which the Unknown Contamination is first discovered. In such a circumstance, work shall immediately cease at locations where Unknown Contamination is encountered until after consultation with the Trust Remediation Department. Unknown Contamination shall be treated in compliance with law and as to responsibilities between PROJECT AGENCY and TRUST, in accordance with the provisions of this Agreement.

l. Should PROJECT AGENCY fail to perform or observe any of its obligations or agreements pertaining to Hazardous Materials or applicable laws for a period of thirty (30) days (or such longer period of time as is reasonably required) after notice from the regulatory agency with applicable jurisdiction, then TRUST shall have the right, but not the duty, without limitation of any other rights of the TRUST under this Agreement to enter the PREMISES and perform the same. PROJECT AGENCY agrees to reimburse TRUST for the costs thereof and to indemnify TRUST for liabilities therefrom as set forth in this Agreement.

m. PROJECT AGENCY expressly agrees that TRUST and TRUST's agents shall not be liable for any costs or injuries, including but not limited to any costs associated with interference with PROJECT AGENCY's use of the PREMISES, incurred by PROJECT AGENCY's agents resulting from contamination caused by the Department of the Army, the Golden Gate Bridge Highway and Transportation District, PROJECT AGENCY, or any other permittee, lessee, cooperator, concessioner, or other TRUST occupant.

n. With respect to pre-existing Hazardous Materials discovered in, on, or under the PREMISES or other TRUST property, PROJECT AGENCY shall have all of the benefits to which it is entitled, if any, deriving from that certain indemnification with respect to environmental restoration provided by the United States Department of the Army, as set forth in Section 330 of Public Law 102-484, as amended.

o. To the extent applicable, the provisions of this section 29 shall survive any termination of this Agreement.

30. Removal of Monitoring Wells and Groundwater Extraction Systems.

Upon completion of all work under this Agreement and upon transfer of title as specified in section 15 of this Agreement and as except for as otherwise provided for in the Freeway Maintenance Agreement specified in section 32 of this Agreement, if any, ownership and title to materials, equipment and appurtenances installed within the STATE's ultimate highway easement area will be automatically vested in PROJECT AGENCY, and materials, equipment and appurtenances installed outside of the easement area will automatically be vested in TRUST. No further agreement, except as provided in this section will be necessary to transfer ownership as hereinabove stated. Notwithstanding the foregoing, any monitoring wells, groundwater extraction and treatment systems and appurtenant structures installed to complete the PROJECT will remain the property of the party responsible for installing them. If, however, any such monitoring wells, groundwater extraction and treatment systems and appurtenant structures remaining the property of TRUST are located within the ultimate highway easement area, TRUST shall obtain an encroachment permit from PROJECT AGENCY for such facilities. TRUST shall provide comparable permission to PROJECT AGENCY for the monitoring, maintenance and ultimate removal of monitoring wells, groundwater extraction and treatment systems and appurtenant structures that remain the property of PROJECT AGENCY but are located outside of its highway easement area.

As to PROJECT AGENCY wells outside of STATE's ultimate highway easement area, STATE shall perform the proper procedures for abandoning wells and shall comply with the Presidio Trust Standard Operating Procedure (SOP) No. 006 "Well Maintenance and Abandonment." Such wells shall be destroyed by removing the wellbox and overdrilling to remove the PVC casing and annular materials in accordance with State of California Well Standards and Presidio Trust SOP No. 006.

In landscaped areas outside of STATE's ultimate highway easement area, depending on the exact location of each boring, and as determined by the TRUST on a site-by-site basis, TRUST may require abandonment of well boreholes by placing bentonite chips from total depth to ground surface, instead of neat cement as indicated in the TRUST SOP No. 006. As to such areas outside of STATE's ultimate highway easement area and as determined by TRUST on a site-by-site basis, boreholes may not require finishing with a concrete surface plug, as described in TRUST SOP No. 006, to allow for grass covering in lawn areas. Locations in paved areas outside of the of STATE's ultimate highway easement area shall be surface dressed with a compacted asphalt cold patch.

31. Designation of Principal Representatives and Giving of Notice.

a. Supervising Right of Way Agent Mark Shindler is designated as the principal representative of the STATE for purposes of this Agreement and may be contacted at telephone/fax number (510) 286-5403/(510) 286-5482, California Department of Transportation, 111 Grand Ave., P.O. Box 23440, Oakland, CA 94623-0440; Email address: Mark.Shindler@dot.ca.gov.

b. Mark Helmbrecht is designated as the TRUST's principal representative for purposes of this Agreement. The principal representative may be contacted at telephone/fax number (415) 561-5435/(415) 561-2790, Presidio Trust, 34 Graham Street, P.O. Box 29052, San Francisco, CA 94129-0052; Email address: mhelmbrecht@presidiotrust.gov.

c. Lee Saage is designated as the SFCTA's principal representative for purposes of this Agreement. The principal representative may be contacted at telephone/fax number (415) 522-4812/(415) 522-4812, San Francisco County Transportation Authority, 100 Van Ness Avenue, 26th Floor, San Francisco, CA 94102; Email address: lee.saage@sfcta.org.

d. Unless otherwise specified, all notices required under this Agreement shall be given in writing to the individuals named in this section 31 by both certified mail and email.

32. Freeway Maintenance Agreement.

At or before the conclusion of the PROJECT, which shall be marked by PROJECT AGENCY's acceptance of the last contract of the PROJECT, the parties will execute a Freeway Maintenance Agreement.

33. Dispute Resolution.

a. The parties agree to implement and construe the terms of this Agreement in good faith consistent with its intended purposes and to work cooperatively and expeditiously in its implementation. The parties recognize and acknowledge that for reasons of public safety time is of the essence in constructing the PROJECT. Accordingly, in the event that a dispute or conflict arises regarding the terms and conditions of the Right of Entry herein, it is the mutual intent of the parties that such disputes and conflicts be resolved as quickly as possible and at the lowest possible level.

b. PROJECT AGENCY staff, the contractor and TRUST staff shall make every effort to resolve disputes and conflicts as quickly as possible if and as they arise during the course of the PROJECT activities. PROJECT AGENCY staff, TRUST staff and/or the contractor shall meet and confer as necessary to address disputes as they arise. If a dispute arises, the parties shall meet as soon as possible, preferably within twenty-four (24) hours, and in no event later than forty-eight (48) hours, after it arises to attempt to resolve it.

c. If a dispute cannot be resolved by PROJECT AGENCY staff, TRUST staff and/or the contractor within three (3) days after it arises, the dispute shall be forwarded to a Senior Management Committee, which shall be comprised of a senior-level staff

representative from the TRUST and each PROJECT AGENCY. The Senior Management Committee shall meet and attempt to resolve the dispute within forty-eight (48) hours after the dispute is forwarded to it.

d. If the dispute cannot be resolved within three (3) working days by the Senior Management Committee, then it shall be forwarded to an Executive Committee, comprised of the chief executives of STATE's District 04, TRUST, SFCTA and/or their designees for final decision by consensus.

e. If any party believes the resolution of a significant dispute is time sensitive or otherwise warrants immediate or expedited final decision, then it may designate the issue to be a significant matter, whereby: (a) the time frames for dispute resolution set forth in steps b and c shall be shortened to 48 hours, or (b) any party may immediately elevate the dispute for final resolution to the Executive Committee.

34. Exhibits.

The following exhibits are attached hereto and made a part hereof:

a. Exhibit A - drawing and CD depicting the PREMISES in yellow

b. Exhibit B - tree removal map

c. Exhibit C – project funded element list

c. Exhibit D – service district charges chart

d. Exhibit E – special events schedule

e. Exhibit F – public parking area

f. Exhibit G – letter of self-insurance

g. Exhibit H –owner controlled insurance program (OCIP) special provisions.

h. Exhibit I – Presidio land use controls.

35. Notification of RIGHT OF ENTRY Conditions.

PROJECT AGENCY shall notify all of its officers, employees, contractors, agents, or guests who will use the PREMISES of the terms of this RIGHT OF ENTRY and that they are required to comply with all applicable terms of this RIGHT OF ENTRY if they enter the PREMISES.

36. Entire Agreement.

This Agreement, including its exhibit(s), constitutes the only agreement between TRUST and PROJECT AGENCY with respect to the RIGHT OF ENTRY granted herein.

37. Amendments or Modifications.

Any amendments or modifications to this Agreement must be in writing and signed by the parties.

38. Governing Law.

Jurisdiction and venue for adjudication of legal disputes between the TRUST and the PROJECT AGENCY arising from this Agreement shall be as provided by applicable law, including the TRUST ACT. Governing law as to such legal disputes shall be as determined by the court.

39. Construction of Terms.

The language in all parts of this Agreement shall in all cases be construed as a whole. This Agreement was negotiated, drafted and entered into jointly by the parties with the assistance and guidance of their respective counsel and the rule of construction that any ambiguities are to be resolved against the party drafting the agreement shall not be employed or applied in the interpretation of this Agreement.

40. No Rights Created in Third Parties.

The parties do not intend benefits of this Agreement to inure to any third party. This Agreement is entered into for the sole protection and benefit of the parties herein. No other person or entity shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with this Agreement.

41. Survivability of Certain Provisions.

The provisions of this Agreement concerning or relating to indemnification shall survive the termination, expiration and/or revocation of this Agreement but only as expressly specified in the indemnification provisions herein. The provisions of this Agreement concerning or relating to liability for damages to property of TRUST, and to restoration of the TRUST's resources, shall remain in effect until all of the PROJECT AGENCY's obligations under such provisions have been satisfied.

42. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and

effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

43. Recording.

The parties agree that this Agreement shall not be recorded.

44. Subject to Existing Property Interests.

The RIGHT OF ENTRY granted herein is expressly subject to all existing easements, licenses, and rights-of-way including, but not limited to, rights of way for the installation, maintenance, replacement, repair, or relocation of utilities, as well as established access routes for roadways or other infrastructure located on the PREMISES.

45. Binding on Successors.

This Agreement is binding upon and will inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

46. Captions and Interpretations.

Paragraph and section titles, headings, or captions contained in this Agreement are inserted as a matter of convenience and for reference, and in no way limit or extend the scope of the Agreement or any of its provisions.

47. Facsimile Signatures.

This document and modifications hereto will be considered signed by that party when the signature of that party is delivered by facsimile transmission to the other parties. Such facsimile signature shall be treated in all respects as having the same effect as an original signature. Signatures shall be transmitted to the following numbers:

To the TRUST: (415) 561-2790, Attention: Mark Helmbrecht.
To the STATE: (510) 286-5482, Attention: Mark Shindler.
To the SFCTA: (415) 522-4829, Attention: Lee Saage.

48. Counterparts.

This Agreement may be executed in two or more counterparts, each of which may be executed by fewer than all the parties hereto, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. The exchange of copies of this Agreement and of signature pages by

facsimile or scanned e-mail transmission shall constitute effective execution and delivery of this Agreement as to the exchanging parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or scanned e-mail shall be deemed to be their original signatures for all purposes.

49. Joint and Several Liability.

Notwithstanding anything to the contrary set forth in this Agreement, the obligations and liability of PROJECT AGENCY under this Agreement shall be joint and several obligations of STATE and SFCTA.

[SIGNATURES ON PAGE FOLLOWING]

AGREEMENT AMONG THE PRESIDIO TRUST AND THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION AND THE SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY FOR ENTRY ON TO REAL PROPERTY NEEDED FOR THE CONSTRUCTION OF THE SOUTH ACCESS TO THE GOLDEN GATE BRIDGE, DOYLE DRIVE REPLACEMENT PROJECT IN SAN FRANCISCO

THE UNDERSIGNED HAVE READ AND EXPRESSLY AGREE TO ALL OF THE TERMS OF THIS RIGHT OF ENTRY AGREEMENT

Approved as to form:

Lucille Y. Baca
Assistant Chief Counsel
Department of Transportation
Legal Division

STATE OF CALIFORNIA
Department of Transportation

BIJAN SARTIPI
District Director
Caltrans District 4

Dated 7-16-09

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

Approved as to form:

Stanley Taylor
Counsel

JOSE LUIS MOSCOVICH
Executive Director

Dated 7/16/09

RIGHT OF ENTRY GRANTED BY THE PRESIDIO TRUST

Approved as to form:

~~AL ROSEN~~ Karen A. Cook
~~Deputy~~ General Counsel

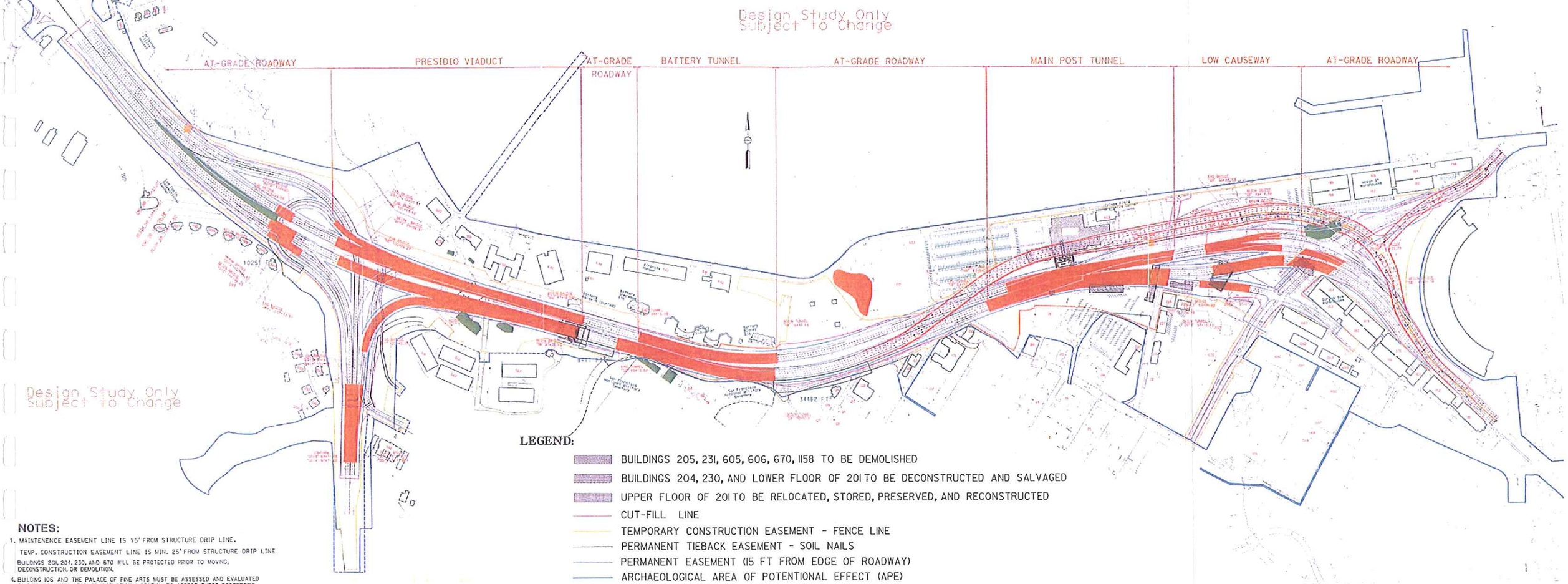
CRAIG MIDDLETON
Executive Director

Dated 7/16/09

EXHIBIT A

BS CRM

DOYLE DRIVE PREFERRED ALTERNATIVE



LEGEND:

- BUILDINGS 205, 231, 605, 606, 670, 1158 TO BE DEMOLISHED
- BUILDINGS 204, 230, AND LOWER FLOOR OF 201 TO BE DECONSTRUCTED AND SALVAGED
- UPPER FLOOR OF 201 TO BE RELOCATED, STORED, PRESERVED, AND RECONSTRUCTED
- CUT-FILL LINE
- TEMPORARY CONSTRUCTION EASEMENT - FENCE LINE
- PERMANENT TIEBACK EASEMENT - SOIL NAILS
- PERMANENT EASEMENT (15 FT FROM EDGE OF ROADWAY)
- ARCHAEOLOGICAL AREA OF POTENTIONAL EFFECT (APE)
- APE PROPOSED AMMENDMENT
- CELL TOWER
- PREVIOUSLY RECORDED PREHISTORIC SITE (CA-SFr-6/26)

NOTES:

1. MAINTENENCE EASEMENT LINE IS 15' FROM STRUCTURE DRIP LINE.

   TEMP. CONSTRUCTION EASEMENT LINE IS MIN. 25' FROM STRUCTURE DRIP LINE

   BUILDINGS 201, 204, 230, AND 670 WILL BE PROTECTED PRIOR TO MOVING, DECONSTRUCTION, OR DEMOLITION.

4. BULDING 106 AND THE PALACE OF FINE ARTS MUST BE ASSESSED AND EVALUATED DUE TO POTENTIAL FOR CONSTRUCTION VIBRATION TO AFFECT THESE PROPERTIES.

* BULDING 201 WILL BE PROTECTED IN PLACE UNTIL ITS UPPER STORY IS TEMPORARILY RELOCATED AND ITS LOWER STORY IS DECONSTRUCTED.

   BULDING 230 MEASURES WILL INCLUDE SECURING THE BULDING AFTER IT IS VACATED AND PROVIDING SECURITY THROUGHOUT THE PERIOD OF VACANCY PRIOR TO DECONSTRUCTION.

6. BULDING 106 WILL BE TEMPORARILY VACATED FOR APPROXIMATELY 18 MONTHS DURING THE CONSTRUCTION PERIOD.

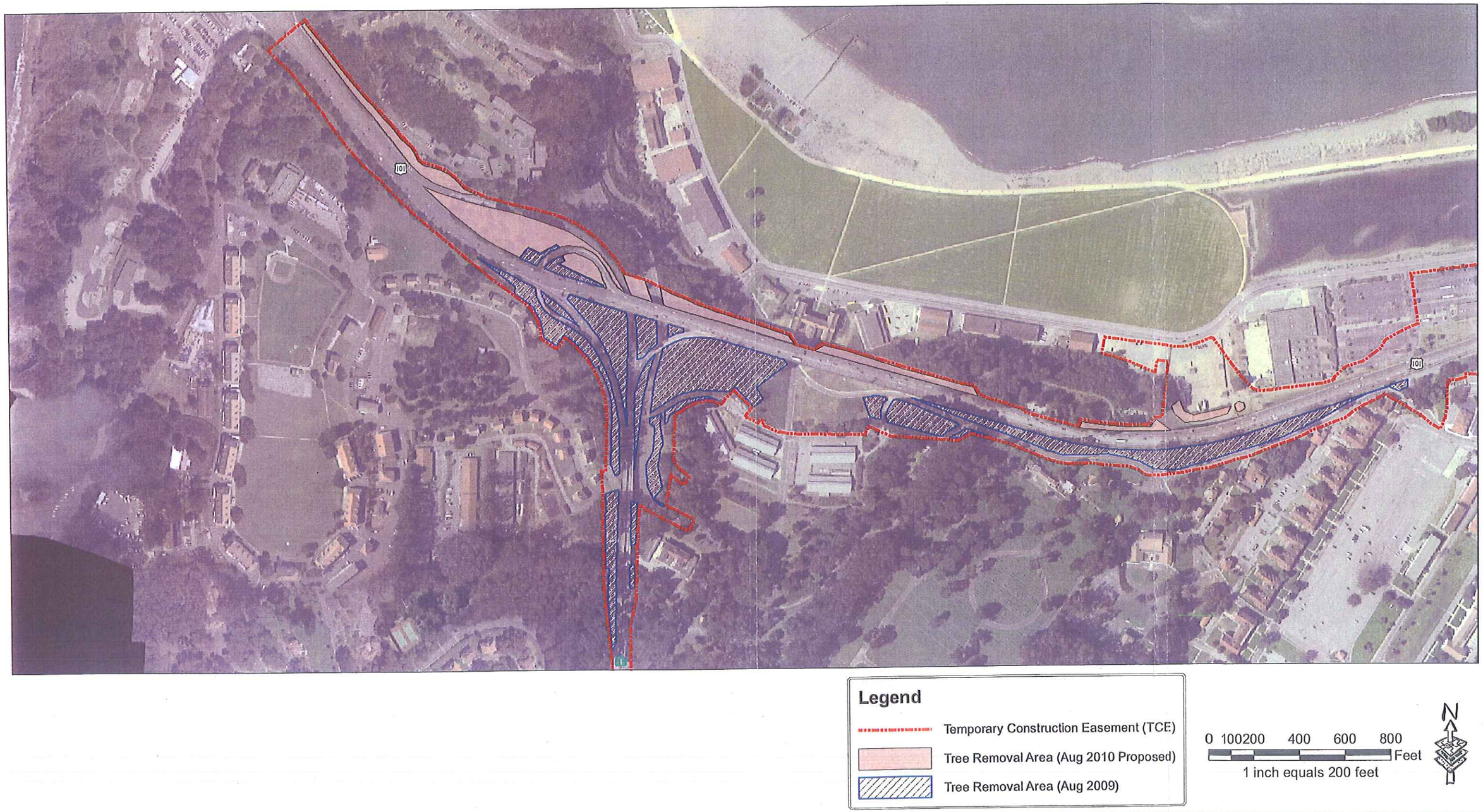
EXISTING EASEMENT=26.92 ACRES
PERMANENT TIEBACK=1.22 ACRES

SF 101, PM 8.0-9.8
SF 001, PM 6.8-7.1

BS CRM

Draft Tree Management Plan - Doyle Drive

Exhibit B



BS CRM

EXHIBIT C

#	PROJECT FUNDED ELEMENTS	IMPLEMENTATION RESPONSIBILITY
	DESIGN FEATURES	
1	Construct extension of Girard Road and tie into local street network	Caltrans
2	Implement landscape/hardscape designs per final landscape/hardscape design developed in consultation with Presidio Trust	Caltrans
3	Excavation for Trust's Quartermaster Reach Wetlands Restoration Project in conjunction with excavation for PROJECT, provided that timing and area of excavation for both projects coincide.	Caltrans
4	Restoration of ADA and emergency vehicle access to all existing buildings at conclusion of PROJECT, if impacted by the PROJECT	Caltrans
5	Extend stormwater outfalls A(1) and IJKL(2)	Caltrans
	MITIGATIONS	
6	Complete Presidio Promenade multi-use trail over new tunnel tops and where disrupted by project activities	Caltrans
7	Construction of parking lot(s) in the area east of Quartermaster reach, south of Mason Street and the warehouses, and north of Girard Road and the Doyle Drive northbound on-ramp. Design to be coordinated with the Presidio Trust.	Caltrans
8	Relocation of Building 201 back to historic location on Halleck Street	Caltrans
9	Wetlands Mitigations per South Access to the Golden Gate Bridge Doyle Drive Project FEIS and ROD only; (does not include wetlands or other mitigation in the Presidio for project(s) by Trust or third parties).	Caltrans Presidio Trust
10	Post-construction restoration of TCE per ROE	Caltrans
	REAL ESTATE	
11	Payment of the Public Storage lease termination fee to Public Storage	Caltrans
12	Utility relocations as needed to connect to existing utility network	Caltrans
13	Relocation of Building 106 tenant(s) per RAP if applicable	Caltrans
14	Relocation of Bldg 1158 tenant(s) per RAP; Trust to deliver vacant per ROE	Caltrans
15	Stabilization of historic structures and features in and near the TCE to prevent damage, including Bldgs. 228, 650 and 651	Caltrans

BS CRM

EXHIBIT D
SERVICE DISTRICT CHARGES

Taking of Building		Total SDC		Per Day of Delay Penalty
204	$	873,797	$	119.70
605	$	3,195,661	$	437.76
606	$	672,571	$	92.13
1158	$	310,796	$	42.57
	$	5,052,825		

Note: Building 670 is also a taking of the Project, but is very small, unoccupied, and no SDC value is attributable to it.

BS CRM

Presidio Trust Special Event Days - No Work Performed by Contractor
Based on 7 Day Construction Workday Calendar
EXHIBIT E

2009			
Date	Event	Construction Day	
March 15, 2009	Emerald Nuts Across the Bay 12k 6a-11a	823	*
May 9, 2009	Girl Scout Golden Gate Bridging Ceremony All D	878	*
May 25, 2009	Annual Memorial Day Observance All Day	894	
June 14, 2009	Escape from Alcatraz Triathlon 6a-1p	914	*
July 11-12, 2009	Avon 2 Day Walk All Day	941-942	*
July 26, 2009	San Francisco Marathon midnight-11a	956	*
August 1-2, 2009	Aloha Festival Event All Day	962-963	*
September 13, 2009	Alcatraz Triathlon		
September 26, 2009	Film in the Fog 5p-Midnight	18	*
October 2-4, 2009	Susan G. Komen 3-Day Breast Cancer Walk All	24-26	*
October 4, 2009	KNBR Bridge to Bridge Run 6a-Noon	26	*
October 10-11, 2009	Fleet Week/Blue Angels Performances All Day	32-33	*
October 18, 2009	Nike Marathon 4a-Noon	40	
1st or 2nd Sun/June	Anchorman Escape from San Francisco		
3rd or 4th Sun/June	Golden Gate Triathlon		
2nd or 3rd Sun/Nov	U.S. 1/2 Marathon		

2010			
Date	Event	Construction Day	
March 14, 2010	Emerald Nuts Across the Bay 12k	187	*
May 8, 2010	Girl Scout Golden Gate Bridging Ceremony	242	*
May 31, 2010	Annual Memorial Day Observance	265	
June 13, 2010	Escape from Alcatraz Triathlon	278	*
July 10-11, 2010	Avon 2 Day Walk	305-306	*
July 25, 2010	San Francisco Marathon	320	*
August 7-8, 2010	Aloha Festival Event	333-334	*
September 13, 2010	Alcatraz Triathlon - See Below		
September 25, 2010	Film in the Fog	382	*
October 1-3, 2010	Susan G. Komen 3-Day Breast Cancer Walk	388-390	*
October 3, 2010	KNBR Bridge to Bridge Run	390	*
October 9-10, 2010	Fleet Week/Blue Angels Performances	396-397	*
October 17, 2010	Nike Marathon	404	
1st or 2nd Sun/June	Anchorman Escape from San Francisco		
3rd or 4th Sun/June	Golden Gate Triathlon		
2nd or 3rd Sun/Nov	U.S. 1/2 Marathon		

2011			
Date	Event	Construction Day	
March 13, 2011	Emerald Nuts Across the Bay 12k	551	*
May 14, 2011	Girl Scout Golden Gate Bridging Ceremony	613	*
May 30, 2011	Annual Memorial Day Observance	629	
June 12, 2011	Escape from Alcatraz Triathlon	642	*
July 9-10, 2011	Avon 2 Day Walk	669-670	*
July 31, 2011	San Francisco Marathon	691	*
August 6-7, 2011	Aloha Festival Event	697-698	*
September 13, 2011	Alcatraz Triathlon - See Below		
September 24, 2011	Film in the Fog	746	*
October 7-9	Susan G. Komen 3-Day Breast Cancer Walk	759-761	*
October 2, 2011	KNBR Bridge to Bridge Run	754	*
October 8-9	Fleet Week/Blue Angels Performances	760-761	*
October 16, 2011	Nike Marathon	768	
1st or 2nd Sun/June	Anchorman Escape from San Francisco		
3rd or 4th Sun/June	Golden Gate Triathlon		
2nd or 3rd Sun/Nov	U.S. 1/2 Marathon		*

2012			
Date	Event	Construction Day	
March 11, 2012	Emerald Nuts Across the Bay 12k	915	*
May 12, 2012	Girl Scout Golden Gate Bridging Ceremony	977	*
May 28, 2012	Annual Memorial Day Observance	993	
June 10, 2012	Escape from Alcatraz Triathlon	6	*
July 14-15, 2012	Avon 2 Day Walk	40-41	*
July 29, 2012	San Francisco Marathon	55	*
August 4-5, 2012	Aloha Festival Event	61-62	*
September 13, 2012	Alcatraz Triathlon - See Below		
September 29, 2012	Film in the Fog	111	*
October 5-7, 2012	Susan G. Komen 3-Day Breast Cancer Walk	123-125	*
October 7, 2012	KNBR Bridge to Bridge Run	125	*
October 13-14, 2012	Fleet Week/Blue Angels Performances	131-132	*
October 21, 2012	Nike Marathon	139	
1st or 2nd Sun/June	Anchorman Escape from San Francisco		
3rd or 4th Sun/June	Golden Gate Triathlon		
2nd or 3rd Sun/Nov	U.S. 1/2 Marathon		*

2013			
Date	Event	Construction Day	
March 10, 2013	Emerald Nuts Across the Bay 12k	279	*
May 11, 2013	Girl Scout Golden Gate Bridging Ceremony	341	*
May 27, 2013	Annual Memorial Day Observance	357	
June 9, 2013	Escape from Alcatraz Triathlon	370	*
July 13-14, 2013	Avon 2 Day Walk	404-405	*
July 28, 2013	San Francisco Marathon	419	*
August 3-4	Aloha Festival Event	425-426	*
September 13, 2013	Alcatraz Triathlon - See Below		
September 28, 2013	Film in the Fog	481	*
October 4-6, 2013	Susan G. Komen 3-Day Breast Cancer Walk	487-489	*
October 6, 2013	KNBR Bridge to Bridge Run	489	*
Octob4er 12-13, 2013	Fleet Week/Blue Angels Performances	495-496	*
October 20, 2013	Nike Marathon	503	
1st or 2nd Sun/June	Anchorman Escape from San Francisco		
3rd or 4th Sun/June	Golden Gate Triathlon		
2nd or 3rd Sun/Nov	U.S. 1/2 Marathon		*

2014			
Date	Event	Construction Day	
March 9, 2014	Emerald Nuts Across the Bay 12k	643	*
May 10, 2014	Girl Scout Golden Gate Bridging Ceremony	705	*
May 26, 2014	Annual Memorial Day Observance	721	
June 8, 2014	Escape from Alcatraz Triathlon	734	*
July 12-13, 2014	Avon 2 Day Walk	768-769	*
July 27, 2014	San Francisco Marathon	783	*
August 2-3, 2014	Aloha Festival Event	789-790	*
September 13, 2014	Alcatraz Triathlon - See Below		
September 27, 2014	Film in the Fog	845	*
October 3-5, 2014	Susan G. Komen 3-Day Breast Cancer Walk	851-853	*
October 5, 2014	KNBR Bridge to Bridge Run	853	*
October 11-12, 2014	Fleet Week/Blue Angels Performances	859-860	*
October 19, 2014	Nike Marathon	867	
1st or 2nd Sun/June	Anchorman Escape from San Francisco		
3rd or 4th Sun/June	Golden Gate Triathlon		
2nd or 3rd Sun/Nov	U.S. 1/2 Marathon		*

*Special Event Dates were forecasted for this schedule as follows:

Emerald Nuts Across the Bay 12k - 2nd Sunday in March
Girl Scout Golden Gate Bridging Ceremony - 2nd Saturday in May
Escape from Alcatraz Triathlon - 2nd Sunday in June
Avon 2 Day Walk - 2nd Saturday/Sunday in July
San Francisco Marathon - Last Sunday in July
Aloha Festival Event - 1st full weekend in August
Film in the Fog - Either last Saturday of September or 1st. Saturday of October (last Sat shown on this sheet)
Susan G. Komen 3-Day Breast Cancer Walk - First full Fri-Sun Weekend in October??????
KNBR Bridge to Bridge Run - First Sunday of October
Fleet Week/Blue Angels Performances - 2nd or 3rd weekend of October (2nd shown this sheet)
Nike Marathon - 3rd Sunday of October
Alcatraz Triathlon - Tide Dependent Between June and September. Date is a placeholder for years other than 2009.

BS CRM

EXHIBIT F

TEMPORARY PARKING LOT

(Blue)

BS CRM

State of California • Arnold Schwarzenegger, Governor
State and Consumer Services Agency
DEPARTMENT OF GENERAL SERVICES
Administration Division
Office of Risk & Insurance Management

April 27, 2009

The Presidio Trust

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2008 TO JUNE 30, 2009
RE: CALIFORNIA DEPARTMENT OF TRANSPORTATION

To Whom It May Concern:

The State of California has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the Attorney General, State of California, Tort Liability Section, 1300 I Street, Suite 1101, PO Box 944255, Sacramento, CA 94244-2550.

The State of California has entered into a Master Agreement with the State Compensation Insurance Fund to administer workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

Jeffrey N. Dierks

Jeffrey N. Dierks
Associate Risk Analyst
916-376-5279
jeff.dierks@dgs.ca.gov

Communication aids or services will be provided to individuals with disabilities upon request. The California Relay Service telephone numbers are (voice) 1-800-735-2922 and (TTY) 1-800-735-2929.

EXHIBIT G

BS CRM

EXHIBIT H

The State of California Department of Transportation ("State") and the San Francisco County Transportation Authority ("Authority") will procure and maintain or cause the General Contractor(s) to procure and maintain throughout the term of this Agreement, at Contractor's expense, and any extension hereof, the following types of insurance.

The limits of liability for required insurance shall provide coverage for no less than the following amounts, or greater amounts where required by applicable laws:

PORTIONS OF THE WORK TO BE COVERED BY OCIP

Use of Owner Controlled Insurance Program: State of California will obtain an Owner Controlled Insurance Program (OCIP) for the project that provides coverage in accordance with (a) through (c) below. The work/contracts covered under the OCIP are summarized in Attachment A. All work that comes under the OCIP Coverages (a), (b) and (c) hereunder will be provided with coverage scope at minimum equivalent to that required in (a),(b) and (c) with a combined total limit for General Liability, Non Owned Auto Liability and Employers Liability of $200,000,000.. The parties listed in "Additional Requirements (d)" on page 3 shall be insureds on the OCIP. Coverages (d) through (g) in this section will apply to work/contracts covered by the OCIP.

(a) Commercial General Liability,

. Shall include
1. premises, operations and mobile equipment.
2. products and completed operations for a period of 10-years following project completion.
3. broad form property damage (including completed operations).
4. explosion, collapse and underground hazards.
5. personal injury.
6. contractual liability.
7. independent contractors liability
8. severability of interest – (no cross liability exclusion);

(b) Business Automobile Liability insuring non-owned and hired vehicles;

(c) Workers' Compensation in accordance with State of California law, and **Employers' Liability** ; waiver of subrogation endorsement required in favor of the United States, the Presidio Trust, the National Park Service and its officers, directors, agents, subsidiaries, parents and employees. If there is an exposure of injury to the Contractors' employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims;

(d) Contractor's Pollution Liability with a limit of not less than $25,000,000 per occurrence and aggregate and maximum $100,000 self-insured retention. Coverage shall extend to hazardous materials transport and treatment / disposal facilities;

(e) Professional Liability for errors and omissions from design responsibility with a $2,000,000 limit of liability and maximum $100,000 self insured retention on an if any exposure basis with coverage terms appropriate to the risk;

(f) Protection & Indemnity (P&I) in respect of third party liabilities and expenses arising from use of vessels, if any;

(g) Aircraft Liability in respect of third party liabilities and expenses arising from use of aircraft including fixed and rotary wing, if any;

PORTIONS OF THE WORK NOT COVERED BY OCIP

For work/contracts not covered by the OCIP. The following coverages are required.

(a) Commercial General Liability, in amounts shown in the table below; Maximum self insured retention or deductible of $100,000. Shall include:

1. premises, operations and mobile equipment.
2. products and completed operations coverage shall be maintained for a period of 10-years following project completion.
3. broad form property damage (including completed operations).
4. explosion, collapse and underground hazards.
5. personal injury.
6. contractual liability.
7. independent contractors liability
8. severability of interest – (no cross liability exclusion);

(b) Business Automobile Liability insuring all owned, non-owned and hired vehicles operated by or on behalf of Contractor, with a per accident limit of not less than $1,000,000. $100,000 maximum deductible;

(c) **Workers' Compensation** in accordance with State of California law, and **Employers' Liability** with a limit of not less than $1,000,000 each coverage; waiver of subrogation endorsement required in favor of the United States, the Presidio Trust, the National Park Service and its officers, directors, agents, subsidiaries, parents and employees. If there is an exposure of injury to the Contractors' employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims;

(d) **Umbrella or Excess Liability** with a per occurrence limit and annual aggregate excess of the limits provided under (a) through (c) above in amounts shown in the table below;

	General Liability			Umbrella – Excess of General, Auto & Employers Liability
Total Contract	For Each Occurrence[1]	Aggregate for Products/Completed Operation	General Aggregate[2]	Umbrella or Excess Liability[3]
≤$1,000,000	$1,000,000	$2,000,000	$2,000,000	$5,000,000
>$1,000,000 ≤$5,000,000	$1,000,000	$2,000,000	$2,000,000	$10,000,000
>$5,000,000 ≤$25,000,000	$2,000,000	$2,000,000	$4,000,000	$15,000,000
>$25,000,000	$2,000,000	$2,000,000	$4,000,000	$25,000,000

1. Combined single limit for bodily injury and property damage.
2. This limit shall apply separately to the Contractor's work under this contract.
3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

(e) Contractor's Pollution Liability with a limit of not less than $5,000,000 per occurrence and aggregate and maximum $100,000 self-insured retention. Coverage shall extend to hazardous materials transport and treatment / disposal facilities;

(f) Professional Liability for errors and omissions from design responsibility with a $2,000,000 limit of liability and maximum $100,000 self insured retention on an if any exposure basis with coverage terms appropriate to the risk;

(g) Protection & Indemnity (P&I) in respect of third party liabilities and expenses arising from use of vessels, if any;

(h) Aircraft Liability in respect of third party liabilities and expenses arising from use of aircraft including fixed and rotary wing, if any;

Additional Requirements applying to work/contracts covered by the OCIP and not covered by the OCIP

(a) The Contractor shall furnish Certificates of Insurance evidencing the above coverage to the The State of California Department of Transportation ("State") upon execution of the Contract and prior to expiration of any line of coverage henceforth during the term of this contract.

(b) The insurance company shall provide written notice to same thirty (30) days prior to the effective date of any cancellation or termination of the policy; or any modification of the policy which may adversely affect the interest of the additional insureds in such insurance.

(c) Contractor's coverage shall be primary as respects the United States, the Presidio Trust and its officers, directors, agents, subsidiaries, parents, and employees and non-contributory with any insurance carried by or available to the same.

(d) The insurance shall provide for waiver of subrogation and include the United States, the Presidio Trust, the National Park Service and their officers, directors, agents, subsidiaries, parents, and employees as Insureds (except Workers Compensation and Professional Liability). Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage for loss arising out of ongoing operations and completed operations.

(e) All insurance required shall be with insurers rated A-: VII or higher in the then current A.M. Best's Insurance Guide.

(f) The Trust will have the right but not the obligation to audit insurance compliance at any time.

It is understood that a lapse of insurance is a material breach and the Trust may then terminate this Agreement at its option.

Contractor shall not be relieved of its responsibility for any and all loss, damage, or liability stemming from any risk or exposure that is not insured, within deductibles or self insured retentions, or not covered as a result of normal policy exclusions.

Contractor is also solely responsible for damage to or loss of its business personal property, equipment and vehicles.

ATTACHMENT A

OCIP Contract/Work:

Contract #3 – South Bound Presidio Interchange

Contract #4 – South Battery Tunnel & at Grade Detour

Contract #5 – Girard Interchange & Main Post Tunnels

Contract #6 – Northbound Battery Tunnel with Approaches

Contract #7 – Northbound Presidio Interchange

Contract #8 – Landscape Project

Non-OCIP Contract/Work:

Contract #	Project	Cost	General Liability	Umbrella	Total Liability
2	Utility relocation	$15M	$2/$4	$15/$15	$17/$19
1.1	Plant/material propagation	$600K	$1/$2	$5/$5	$6/$7
1.2	Building stabilization	$1.1M	$1/$2	$10/$10	$11/$12
1.3	Tree Program	$3M	$1/$2	$10/$10	$11/$12
1.4	Geotechnical Demonstration - pile testing	$500K	$1/$2	$5/$5	$6/$7
1.5	Environmental Mitigation - create a wetland	2.8M	$1/$2	$10/$10	$11/$12

BS CRM

EXHIBIT I

PRESIDIO TRUST LAND USE CONTROLS MASTER REFERENCE REPORT

PRESIDIO OF SAN FRANCISCO, CALIFORNIA

Prepared for:

The Presidio Trust
34 Graham Street, P.O. Box 29052
San Francisco, California 94129-0052

Prepared by:

Erler & Kalinowski, Inc.
1870 Ogden Drive
Burlingame, California 94010

August 2006

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22 August 2006
Date

PRESIDIO TRUST LAND USE CONTROLS MASTER REFERENCE REPORT

Presidio of San Francisco, California

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PRESIDIO TRUST LAND USE CONTROLS MASTER REFERENCE REPORT

Presidio of San Francisco, California

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Low Temperature Thermal Desorption-Treated Soil Tracking and Management Plan
Building 923/937 Area
Building 1151/1153 Area
Building 9 Area
Building 10 Area

Additional Addenda to be added as necessary

1. INTRODUCTION

The Presidio Trust ("Trust") has prepared this Land Use Controls Master Reference Report ("LUCMRR") to serve as the implementation and enforcement plan to meet regulatory requirements and to describe the land use controls ("LUCs") the Trust will use at the Presidio of San Francisco ("Presidio") (see Figure 1).

The Presidio is located at the northern tip of the San Francisco peninsula. The Presidio occupies approximately 1,491 acres and is bounded by the San Francisco Bay on the north, the Pacific Ocean on the west, and residential neighborhoods of the City of San Francisco on the south and east. The United States Department of the Defense, Department of the Army ("Army") operated the Presidio as a military post from 1848 to 1994. It served as a coastal defense fortification, a mobilization and embarkation point during several foreign defense conflicts, and a medical debarkation center. On 1 October 1994, the Army completed its transfer of the Presidio to the United States Department of the Interior, National Park Service ("NPS").

In 1996, Congress enacted the Presidio Trust Act (Section 103 of the Omnibus Parks and Public Lands Management Act of 1996, Public Law 104-333, 110 Stat. 4097, codified as amended at 16 USC §§460 bb appendix) creating the Trust and giving the Trust jurisdiction over the 1,168-acre inland area of the Presidio known as Area B. The NPS continues to manage the shoreline area, or Area A (see Figure 1). The Trust is a wholly-owned federal government corporation whose mission is to preserve the Presidio in perpetuity for the public benefit. This LUCMRR is only applicable to Area B of the Presidio because the Trust does not have legal jurisdiction over, and cannot enforce and monitor LUCs within, Area A.

1.1 Environmental Requirements

Subsequent to the transfer of the Presidio to NPS and later Area B to the Trust, it was apparent that park preservation and reuse could be realized more quickly and efficiently and cleanup would be more effective if the Trust controlled and managed the environmental restoration of the Presidio. With certain exceptions, the Trust assumed responsibility for remediation of both Areas A and B of the Presidio by signing the *Memorandum of Agreement Regarding Environmental Remediation at the Presidio of San Francisco* among the Trust, Army, and NPS ("Presidio MOA") (Army, Trust, NPS; 1999), and the *Memorandum of Agreement for Environmental Remediation of Presidio of San Francisco "Area A" Property* between the Trust and NPS ("Area A MOA") (NPS,

Trust; 1999). As part of its environmental remediation responsibility, the Trust has retained environmental consultants to assist with the remedial actions and associated documentation. The Trust has retained Erler & Kalinowski, Inc. ("EKI") to prepare this LUCMRR for the Presidio.

The Trust also entered into a Consent Agreement with the California Environmental Protection Agency, Department of Toxic Substances Control ("DTSC") and NPS (DTSC, 1999). The Consent Agreement establishes responsibilities and procedures for cleanup of releases of hazardous substances and hazardous waste at the Presidio consistent with the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") and Resource Conservation and Recovery Act ("RCRA"). Section 5.11 of the Consent Agreement requires that if LUCs are part of a remedy, the Trust will coordinate implementation of the LUC with the DTSC. DTSC is providing regulatory oversight for the Trust's remediation of Presidio hazardous substance release sites. In accordance with the California Code of Regulations ("CCR") Section 67391.1, DTSC requires LUCs to be implemented when hazardous materials remain at a site at concentrations that are not suitable for unrestricted land use. In addition, CCR §67391.1 requires an implementation and enforcement plan for the LUCs.

This LUCMRR serves as the implementation and enforcement plan to meet the requirements of CCR §67391.1(b) and §5.11 of the Consent Agreement (DTSC, 1999), and describes the procedures the Trust will use to implement LUCs at the Presidio in accordance with state regulations and DTSC requirements for sites subject to CERCLA cleanup authorities.

In addition to the Trust's CERCLA cleanup program, the California Environmental Protection Agency, Regional Water Quality Control Board, San Francisco Bay Region ("RWQCB") has issued the Presidio-wide Site Cleanup Requirements as adopted in RWQCB Order No. R2-2003-0080 ("Order") (RWQCB, 2003) that governs the Trust's environmental abatement of petroleum-based contaminants at the Presidio. The Order also defines cleanup standards for freshwater and saltwater ecological protection zones. The Order, under which the RWQCB regulates the Trust's petroleum program sites does not speak to the use of LUCs. In a 16 June 2003 letter to the RWQCB commenting on the draft tentative Order, the Trust requested that LUCs be explicitly stated as possible under the Order. The RWQCB staff noted the comment and stated, "No change in the text is necessary. LUCs may be evaluated on a case-by-case basis and may be included as a component of a final remedy identified in site-specific corrective action plans." (Appendices of RWQCB, 2003) Therefore, in a manner consistent with the CERCLA program, the Trust will apply the procedures of this LUCMRR to petroleum program

sites where petroleum is not removed to unrestricted levels as determined by the RWQCB Order.

In sum, therefore, the categories of sites that may be addressed by this LUCMRR include Presidio of San Francisco CERCLA sites and sites with lead-based paint in soil that are being remediated under the oversight of the DTSC, petroleum program sites that are being remediated under the oversight of the RWQCB, and any other sites where the Trust voluntarily implements a LUC.

The Trust is electing to institute a comprehensive and uniform procedure to track, implement, and enforce environmental land use restrictions for all cleanup sites within Area B of the Presidio, regardless of whether or not LUCs are legally required, so as to simplify the Presidio's future land management. For any future project or action affecting land use or management, the LUCMRR and its associated site-specific addenda will be consulted to determine whether any particular parcel of land is environmentally restricted in its use and the nature and extent of the restriction.

As typically used, the term "land use control" is a catchall phrase for deed restrictions, institutional controls, and other non-engineering legal controls such as easements, restrictive covenants, and zoning ordinances. Irrespective of the legal form of the restriction, LUCs are non-engineering measures designed to limit exposure to hazardous substances left in-place or to ensure the effectiveness of the chosen remedy. Technically, DTSC requires a LUC that "runs with the land" and encumbers all subsequent title holders at sites where hazardous materials remain above residential (unrestricted) cleanup levels. Because the Presidio is federal land, land use covenants that encumber future title cannot be adopted at the Presidio (GSA, 1998). The types of LUCs that can be implemented at the Presidio are discussed in Section 2.2.

1.2 Key Documents

In 1990, in anticipation of the transfer by the Army, NPS began planning the conversion of the Presidio from a military post to a national park site. The planning effort culminated in the preparation of the *General Management Plan Amendment* ("GMPA") by the NPS (1994). The GMPA provides guidelines for the management and improvement of the Presidio, and is the governing plan for Area A. The Trust prepared the *Presidio Trust Management Plan* ("PTMP") (Trust, 2002) setting forth the Trust's land use policies and general management framework for Area B of the Presidio. The Trust manages Area B of the Presidio in accordance with the PTMP, the general objectives of the GMPA, which are set forth in Trust Board Resolution 99-11, and in

such a way as to protect the Presidio from development and uses that would destroy the scenic beauty, historic and natural characteristics of the area, and cultural and recreational resources. Together, the Trust and NPS developed the *Vegetation Management Plan and Environmental Assessment for the Presidio of San Francisco* ("VMP") (NPS and Trust, 2001) to guide the management of the vegetation resources at the Presidio. The PTMP together with the VMP, which it incorporates, effectively serves as a zoning document or Master Plan for Area B of the Presidio.

Other key documents that are used to guide LUCs at a Presidio site include the DTSC Consent Agreement and the RWQCB Order (described in Section 1.1). The Trust's *Draft Presidio-Wide Lead-Based Paint in Soil Plan* (Treadwell & Rollo, 2004) and subsequent revisions of this plan control the cleanup of sites with lead-based paint in soil at the Presidio. CERCLA Remedial Action Plans and Petroleum Corrective Action Plans may specify site-specific decisions to apply LUCs at certain remediation sites and identify the need for a site–specific addendum (described in Section 3.1.1 and outlined in Section 4). The *Presidio-wide Cleanup Level Document* (EKI, 2002) ("Cleanup Level Document") is the final key document that is used to guide LUCs at the Presidio. The Cleanup Level Document utilizes chemical-specific regulatory requirements, risk-based goals, and site-specific lithology to develop Presidio-specific cleanup levels for remedial actions. Factors that were used to develop cleanup levels are background metal concentrations, human health exposure, and ecological exposure. Thus, for any given site, the applicable cleanup level incorporates the planned land use (residential, recreational, institutional, or commercial/industrial) and potential ecological species present (including the presence of special-status species) as informed by the GMPA, PTMP, VMP, and the Cleanup Level Document. Special ecological protection zones and cleanup levels for petroleum hydrocarbons and related constituents are established in the RWQCB Order. The Order allows varying cleanup levels depending on the existing and expected future land use, depth to groundwater, the Presidio drainage basin, and whether or not an area is within an ecological protection zone.

1.3 Areas Subject to Land Use Controls

The DTSC requires sites that do not fully meet the most stringent Presidio-specific human health cleanup levels (i.e., residential cleanup levels) to have LUCs to inform and protect future users (CCR §67391.1 and DTSC, 2000). Examples of such sites include landfills that are covered and leave representative concentrations of chemicals of concern ("COCs") in place above residential cleanup levels, as well as sites within areas designated for recreational use that are remediated to recreational cleanup levels, but do not meet more stringent residential cleanup levels. LUCs may also voluntarily be used to

restrict sensitive ecological uses for sites within the freshwater or saltwater protection zones that do not meet specific ecological cleanup requirements listed in the Order (i.e., the freshwater or saltwater cleanup levels) or ecological special-status zones specified in the Cleanup Level Document. However, ecological LUCs are not required at sites within areas designated in the Cleanup Level Document as buffer zone ecological or non-ecological that are not remediated to ecological special-status cleanup levels. In other words, the entire Presidio does not require remediation to ecological special-status cleanup levels.

1.4 Adoption of Site-Specific Land Use Controls

This LUCMRR provides an overarching view of LUCs at the Presidio. General principles and generic conditions are addressed. For each individual site where LUCs are required or voluntarily adopted, the Trust will prepare a site-specific addendum to the LUCMRR that includes the details of the applicable LUC. Each addendum will be prepared as a short document that will reference general principals from this LUCMRR and identify which LUCs apply at the site. The addenda will be compiled into a three-ring binder for reference, together with a copy of this LUCMRR. Thus, the LUCMRR, with its addenda, is a "living" document, with new addenda being added as sites with LUCs are identified, and other addenda being removed if the sites are ultimately remediated or otherwise meet unrestricted use requirements.

Copies of the LUCMRR and all current addenda will be kept at the Trust Library and the Trust Environmental Remediation Department (or its successor department with its Environmental Officer), which will maintain and communicate the intent of the LUCMRR and addenda within the Trust. The key components and outline of the site-specific addenda are described in Section 4. The substantive content of the site-specific addenda will also be available for electronic retrieval through the Trust's geographical information system ("GIS").

1.5 Trust's GIS System Integrating Land Use Controls

The Trust is developing a GIS that will facilitate the tracking, management, and implementation of LUCs at the Presidio. The GIS system will allow Trust users to select an area or building of interest and query for the presence of a LUC. If a LUC is present within the selected area, a flag identifies the site name and type of the LUC, and a link displays a copy of the site-specific addendum or report that describes the LUC(s) that are present at the site. This tool allows Trust users to check for the presence of a LUC in the planning stages of site development or leasing, or prior to initiating work or a change in

use or tenancy in an area. The GIS system for LUCs is described in more detail in Section 3.1.3.

1.6 Key Users of the LUCMRR

The Trust anticipates that many parties will use, review, and reference this LUCMRR and the site-specific addenda. The Trust's Real Estate, Planning, and Legal departments will likely refer to the LUCMRR to evaluate the feasibility and restrictions for the development, leasing, and reuse of specific areas and buildings at the Presidio and to disclose use restrictions to potential tenants and users. The Trust's Operations, Utilities, and Environmental Remediation departments will likely use the LUCMRR to identify potential restrictions in an area requiring maintenance, repair, or subgrade activities (such as installation of a new utility or removal and installation of vegetation). The Environmental Remediation Department will keep the LUCMRR current, and may evaluate the cost/benefit of future remedial actions based on the LUCs involved. All these parties may use the LUCMRR as an informational tool in the Trust's project review program, which assesses, analyzes, and certifies the environmental effects of proposed actions for compliance with the National Environmental Policy Act ("NEPA") and the National Historic Preservation Act ("NHPA"). This Trust process is called "N^2". Tenants and prospective tenants may also review the LUCMRR and site-specific addenda as part of due diligence prior to signing a lease or other use agreement.

Trust employees who use the LUCMRR will also likely use the Trust's GIS system as described in Section 3.1.3.

2. OVERVIEW OF LAND USE CONTROLS

This section provides an overview of the LUCs at the Presidio.

2.1 Definition and Categories of Land Use Controls

The United States Environmental Protection Agency ("U.S. EPA") identifies four key constituents of institutional controls ("ICs"), called LUCs at the Presidio, as follows (U.S. EPA, 2000):

- non-engineering instruments such as administrative and/or legal controls that minimize the potential for human exposure to contamination by limiting land or resource use;
- generally to be used in conjunction with, rather than in lieu of, engineering measures such as waste treatment or containment;
- can be used at all stages of the cleanup process to accomplish various cleanup-related objectives; and
- should be 'layered' (i.e., use multiple institutional controls) in a series to provide overlapping assurances of protection from contamination.

DTSC has also issued a fact sheet regarding Land Use Covenant Agreements (DTSC, 2000). DTSC's fact sheet states that institutional controls are used to limit or reduce the release or threat of release of hazardous substances, limit exposure of humans and environmental receptors, supplement engineering remedies, and ensure that engineering controls maintain their integrity and effectiveness (DTSC, 2000).

General examples of LUCs include easements, covenants, well drilling prohibitions, digging notifications, zoning or site restoration restrictions, and special building permits. Example LUCs at the Presidio include the Presidio MOA (Army, Trust, NPS; 1999), the Area A MOA (NPS, Trust; 1999), the PTMP (Trust, 2002), leasing agreements between tenants and the Trust, and the N^2 process. Some of these controls limit or prohibit certain kinds of site uses, notify potential owners or tenants of the presence of hazardous substances remaining on-site at concentrations that are not protective of all uses, or establish procedures for subsurface soil disturbance.

The U.S. EPA identifies four categories of ICs or LUCs: (1) governmental controls, (2) proprietary controls, (3) enforcement and permit tools with IC or LUC components, and (4) informational devices (U.S. EPA, 2000). Governmental controls are generally implemented by the state or local government, which has authority to promulgate its own laws, and may include zoning restrictions, ordinances, statutes, building permits, or other

provisions that restrict or limit site use. Proprietary controls, such as easements and covenants, have their basis in real property law and generally create legal property interests. Enforcement and permit tools with LUC components include unilateral administrative orders ("UAO") or administrative orders on consent ("AOC"), but these CERCLA tools are generally only available to regulatory agencies with independent enforcement authority and are binding only on the signatories of the agreement or order. The Consent Agreement (DTSC, 1999) and the Order (RWQCB, 2003) are examples of enforcement or permit tools in place at the Presidio. Finally, informational devices, which could include state registries of contaminated property, deed notices, and advisories, are general notification devices that may provide information about COCs on a site, but may not be enforceable. The Trust will use the land use notification ("LUN") as a general notification device to provide information about COCs or other environmental concerns that may remain in place at a site. Signs restricting access posted on fences, locked gates, or barricades are also an example of informational devices used at the Presidio.

2.2 Application of LUCs at the Presidio

In 1996, Congress adopted the Presidio Trust Act, establishing the Trust as a wholly-owned federal government corporation. The Trust "may not dispose of or convey fee title to any real property transferred to it under" the Trust Act.[1] Additionally, the General Services Administration does not believe landholding federal agencies have the authority to place use restrictions or other covenants on property in their inventory (GSA, 1998). As such, typical land use restrictions are not applicable to Trust property. DTSC acknowledges that some land use covenants may not be applicable to federal facilities. Consequently, CCR Section 67391.1(f) has a provision for LUCs at federal facilities, which allows for other instruments such as Memorandums of Agreement, Consent Decrees, and physical monuments to be used to implement LUCs on federally owned property. Section 5.11 of the Consent Agreement (DTSC, 1999) specifically mentions the use of institutional controls in remedies at the Presidio.

The Trust's PTMP (Trust, 2002), the NPS' GMPA (NPS, 1994), and the VMP (NPS and Trust, 2001) effectively act as zoning guidelines for land use at the Presidio. These plans, in conjunction with the RWQCB Order,[2] are effectively the governmental controls for LUCs at the Presidio. In addition to these governmental controls, informational devices at the Presidio include this LUCMRR, the Trust's GIS system, and notices and

[1] The Presidio Trust Act § 104(b), 16 U.S.C. § 460bb app. § 104(b) (2005).
[2] The RWQCB Order is considered a governmental control because it defines the saltwater and freshwater ecological protection zones.

communication through the Trust's leasing program (such as due diligence disclosures or the notice restricting gardening to raised beds and other environmental directives).

LUCs will be recommended by the Trust at specific remediation sites that do not meet residential (i.e., the most restrictive human health) cleanup levels. The Trust will implement appropriate LUCs for these areas to restrict land use if the level of cleanup to meet residential (unrestricted) land use is limited due to:

- Limited access to impacted material by historic buildings or other features,
- Incomplete removal of impacted material to residential cleanup levels (i.e., landfills and other sites with containment remedial actions that will leave residual hazardous substances and/or petroleum hydrocarbons in place),
- Cost effectiveness, or
- Other reasons that remedial actions are not or cannot be completed to meet residential cleanup levels.

The Trust will also implement LUCs for areas that have low temperature thermal desorption ("LTTD") treated soil, in accordance with the Order, and as described in the Trust's LTTD Tracking and Management Plan (EKI, 2004a).

The Trust will also voluntarily implement ecological-based LUCs for areas that (a) do not meet the saltwater or freshwater protection criteria within the Saltwater or Freshwater Protection Zones, as identified in the Order (RWQCB, 2003), or (b) do not meet ecological special-status cleanup levels at sites regulated under the DTSC Consent Agreement. Non-compliance with cleanup levels at ecological special-status sites or the Saltwater or Freshwater Protection Zones are anticipated cases in which ecologically-based LUCs will be applicable at the Presidio.

LUNs will be recommended by the Trust as general notification devices at certain sites. LUNs do not restrict site uses, but provide notification to present or future users of the presence and locations of residual COCs, debris fill, abandoned utilities, or other environmental concerns that may remain in place at a site. LUNs are described in more detail in Section 3.3.8.

3. IMPLEMENTATION OF LAND USE CONTROLS

LUCs will be implemented at the Presidio through a number of methods. LUCs may be implemented at remediation sites in conjunction with engineering controls (such as containment remedial actions) that are used to create a physical barrier between potentially exposed populations and impacted material above applicable residential (or ecological special-status or Saltwater or Freshwater Protection Zone) cleanup levels in soil. In addition, LUCs may be appropriate for remediation sites where remedial actions achieve the cleanup levels for the land use designation identified in the PTMP, but may not achieve the most stringent residential cleanup level.

This section discusses mechanisms for implementing the LUCs and then provides details about Presidio-wide and specific LUCs that may be used at the Presidio.

3.1 Implementation Mechanisms

There are three key tools for implementing the LUCs at the Presidio: this LUCMRR and included addenda, the Trust's Project Review/Permitting Program, and the Trust's GIS system. In addition, signage is an optional and supplementary mechanism that can be used to maintain a "community memory" that can help preserve LUCs that are implemented via the three key tools. These tools are discussed below.

3.1.1 LUCMRR and Addenda

This LUCMRR is the master reference for LUCs within Area B. This LUCMRR identifies Presidio-wide LUCs, such as restrictions on planting homegrown produce (Section 3.2), as well as general LUCs that could be used at sites requiring LUCs (Section 3.3). For each individual site identified as requiring a LUC, a site-specific addendum to the LUCMRR will be prepared. The Trust intends to add each site-specific addendum to the LUCMRR. As such, the LUCMRR will be a "living" document, supplemented with additional and more up-to-date information as it becomes known or as site conditions change.

Each site-specific LUCMRR addendum will include a figure depicting the site location and nearby area, and will summarize the site history, the specific COCs encountered at the site, the actions taken to remediate the site, the in-place management system (such as containment), the levels and general locations of COCs remaining at the site that required the implementation of the LUC, and site-specific restrictions for that LUC area. In addition, these site-specific addenda will discuss restricted or prohibited land uses at the

site and any special requirements (e.g., health and safety requirements) if the area is disturbed in the future. The site-specific LUCMRR addenda will be added to the Trust's GIS system that serves as an informational database for all remediation sites with LUCs in Area B of the Presidio. An outline for these LUCMRR addenda is provided in Section 4.

3.1.2 Project Review/Permitting Program

As a federal agency, the Trust is required under NEPA to consider the potential environmental impacts of any project, plan, program, or action at the earliest stage of planning and before implementation. The Trust carries out this obligation using a project review process that screens proposals for compliance with NEPA/NHPA ("N^2"), and other such laws and regulations. The Trust's N^2 compliance process screens every proposed action in Area B at the Presidio (e.g., fence post installation, tree trimming, native plant restoration, building renovation, and building demolition). The N^2 compliance process (i.e., project review program) is a first step to insure that Trust staff is aware of known contamination and associated LUCs in the vicinity of project sites. This review process, by scrutinizing the attributes of the project site and the proposed action, can be used to alert Trust staff to known and remediated hazardous substance sites, as well as LUCs.

In addition, for any Area B project involving construction, excavation, or subsurface work, the Trust requires not only N^2 clearance but also a building/project permit. For any project, the permit process requires Preliminary Design, Preliminary Plan Review, Design Development, and Permit Plan Review and approval. Here too, at the earliest stage of project planning, the Trust project manager, tenant, or user is provided with an information checklist with key information about the project site, including any LUCs. The Trust will use its project permit process to notify and require adherence by project proponents to any LUC restrictions and requirements. Both the Trust's project review and project permitting programs will include a link (i.e., in both the standardized N^2 project screening form and the project permit checklist) to the Trust's GIS system containing complete LUC site information (Section 3.1.3).

3.1.3 Trust GIS System

The Trust currently uses its GIS system to identify buildings, utilities, and other physical features at the Presidio. The Trust is adding a LUC component to the GIS system. The LUC component of the GIS system will allow future project proponents, Trust project review program staff, and other users to evaluate if LUCs are present in a specific area of concern. For example, if the Real Estate Department is assessing leasing options for a

specific area, Real Estate Department staff representatives can go to the Trust GIS system through the on-line intranet and review that area for potential LUCs. The Real Estate Department can then make planning and leasing decisions that are suitable in relation to any COCs that may be present and the associated LUCs. In a similar fashion, the Trust utility maintenance crews can review an area containing a utility or other feature that requires repair to see if there is the potential for encountering known impacted soil prior to excavation and learn about the associated LUCs for the protection of human health and the environment.

The GIS system will be updated and maintained by the Remediation Department in coordination with the Trust Information Services Department, which will incorporate the site-specific LUCMRR addenda as they are prepared.

3.1.4 Trust Signage

To supplement the implementation and enforcement of LUCs by other mechanisms, the Trust may implement interpretive signage or physical monuments that describe the site historic use and imply the reasons for the land use restrictions. For example, an interpretive sign may be placed on a former aircraft maintenance building, noting that the building is historic for its architecture and previous uses such as maintenance. This same notice would also imply to an environmental professional (though not explicitly stated on the sign) that historic chemical uses may have been associated with the building, and use restrictions, such as prohibiting groundwater as drinking water, may very likely be present at the site. In this way, the Trust would create a "community memory" of historical and environmental significance that would span generations and providing a supplemental method to help preserve the reasoning for LUCs (EPA, 2005). If such supplemental signs are deemed appropriate for a LUC site, the Trust Environmental Remediation Department will work with the Trust Public Affairs Office to develop appropriate signage.

3.2 Presidio-wide Land Use Control Implemented by the Trust

The Trust and NPS manage plantings at the Presidio because of efforts to restore native plants and maintain historic plantings, as described in the VMP (NPS and Trust, 2001). The vegetation restriction also serves as a Presidio-wide LUC that eliminates produce being homegrown at the Presidio (outside a designated community garden), thus preventing completion of a potential exposure pathway to COCs. The in-ground planting of vegetation by residents and the tenants at the Presidio is prohibited through Trust lease agreements. As part of these agreements, the Trust has issued Presidio-specific potted

plant guidelines, which, among other things restrict containers, specific plants, pesticides and herbicides, and prohibit the discarding of soil or plant material anywhere at the Presidio.

3.3 Specific Land Use Controls Used by the Trust

This section identifies typical LUCs the Trust is likely to implement at various sites in Area B of the Presidio. The site-specific LUCMRR addenda will draw applicable LUCs from this list for implementation at an individual site.

3.3.1 Sensitive Use Restriction

For sites where the representative concentrations[3] of COCs exceed Presidio-specific residential cleanup levels, the Trust will prohibit sensitive or residential land use. Such sensitive use restrictions include the prohibition of housing and other sensitive uses, such as schools, day care facilities, hospitals, playgrounds, or any other uses involving the regular and constant use by children, the infirm, or the elderly.

For sites with no indoor air quality concerns (i.e., no known VOCs present underneath buildings), regular and constant use is defined as one individual being present on the site outdoors more than the equivalent of 3 hours per day, 150 days per year. Hours indoors do not count toward the total hours defined under regular and constant use. As such, recreational and educational uses of the site in outdoor areas by children, the infirm, or the elderly, not exceeding the equivalent of 3 hours per day, 150 days per year per individual, will be allowable. Typical wording to describe the sensitive use restriction in a LUCMRR addendum for sites with no indoor air quality concerns is as follows: "***Sensitive uses, such as housing, schools, playgrounds, hospitals, and day care facilities, or any other uses involving the regular and constant use by children, the infirm, or the elderly in outdoor areas are prohibited.***" This text may be revised to describe and reference a figure to accurately identify the LUC area.

For sites with potential indoor air quality concerns (i.e., VOCs are known to be present underneath buildings), regular and constant use is also defined as one individual being present on the site outdoors more than the equivalent of 3 hours per day, 150 days per year. However, the number of hours a sensitive user is allowed inside a building with an

[3] Representative concentrations will be determined in the corrective action plan ("CAP"), remedial action plan ("RAP"), completion report, or other such decision document based on properties such as the maximum concentration detected, the 95% upper confidence limit ("UCL") of the mean concentration of the chemical, or other site-specific conditions, such as the location and depths of chemical concentrations above cleanup levels, and upgradient conditions.

addendum is as follows: ***"Soil disturbance activities within the designated LUC Area must be performed according to a site-specific health and safety plan ("H&S Plan") that is consistent with applicable health and safety standards, such as 29 CFR 1910.120. Workers in the designated LUC Area shall follow the H&S Plan, must have the appropriate level of health and safety training and must use the appropriate level of personal protective equipment, as specified in the relevant H&S Plan."*** This text may be revised to describe and reference a figure to accurately identify the LUC area.

3.3.4 Soil Management Requirements

All soil excavated from LUC areas will be managed and/or disposed in accordance with the applicable federal, state, and local laws and regulations governing excavation, handling, management, and disposal of the excavated material. Excavated soil that is planned to be returned to the excavation (e.g., excavation for installation of a utility in a trench) may be stockpiled adjacent to the trench, and if no visual or odorous contamination is observed, the soil may be returned to the trench from which it came without sampling, providing all other LUCs (such as covering, if required) are implemented. Any excess soil excavated from LUC areas that is considered for reuse elsewhere on the Presidio outside the original excavation shall be sampled and analyzed for a broad suite of chemicals, including all chemicals that have been identified as potential chemicals of concern at that site, before such soil may be reused at the Presidio. If the excavated soil will be disposed off-site, the soil will be characterized based on known chemical impacts and the disposal facility's requirements before the material is appropriately disposed offsite. Soil can only be reused outside the original excavation or elsewhere at the Presidio if chemical concentrations in the excavated soil are less than the applicable cleanup levels for that particular receiving site and hazardous waste criteria (CCR, Title 22, Section 66261). Typical wording to describe the soil management requirements in a LUCMRR addendum is as follows: ***"Soil excavated from the LUC area may be returned to its original excavation provided no chemical impact is observed. Soil excavated from the LUC Area that will not return to the original excavation shall be sampled and analyzed for potential COCs [including metals and petroleum hydrocarbons] before such soil may be reused elsewhere at the Presidio. Soil that will be disposed offsite shall be characterized based on known chemical impacts and the disposal facility's requirements. Soil can only be reused elsewhere on the Presidio outside the original excavation if chemical concentrations in the excavated soil are less than the applicable cleanup levels at the receiving site and hazardous waste criteria (CCR, Title 22, Section 66261)."*** This text may be revised to describe and reference a figure to accurately identify the LUC area, and site-specific COCs.

The Trust reserves the option to implement the soil management practices described in this Section by trenching to excavate soil for a utility within a LUC area, install a subsurface utility, and then backfill that utility trench with clean import fill to create a clean utility corridor. If the Trust chooses to create such a utility corridor, future excavation, maintenance and repair entirely within that defined utility corridor would not fall under the requirements of the LUCMRR or site-specific addenda, provided the work was carried out completely within the clean utility corridor. The clean utility corridor must be demarcated during backfilling with the clean import fill physically separated from existing site soils by a barrier or marker. For example, a layer of geotextile or filter fabric could be placed in the excavated utility corridor (bottom and both sides) prior to the installation of the utility and the subsequent placement of backfill. To facilitate future access to the corridor and locating the utility, the corridor may be a wider trench than may be normally required for the installed pipe size, and metallic tracer wires could be installed over the pipe as well as along the sides of the trench limits. If a clean corridor is installed, the specific area of the clean corridor, as well as the depth, should be noted in the utility installation record drawings and in the site-specific LUCMRR addendum.

Previously-identified chemically-impacted soil encountered during excavation or subsurface work shall be addressed in accordance with the Trust's Petroleum Contingency Plan, dated 16 August 2004 (EKI, 2004b). Typical wording to describe the chemically-impacted soil management requirements in a LUCMRR addendum is as follows: ***"If encountered, chemically-impacted soil discovered during excavation or subsurface work shall be addressed in accordance with the Trust's Petroleum Contingency Plan, dated 16 August 2004."***

LTTD-treated soil in the LUC area shall be managed in accordance with the requirements of RWQCB Order (RWQCB, 2003) and the Trust's LTTD Soil Management Plan, dated 1 November 2004 (EKI, 2004a). LTTD soil shall not be placed within 50 feet of any surface water body, chemical concentrations must comply with the RWQCB Order, and excavations filled with LTTD-treated soil shall have clean fill (no detectable fuel constituents) in the top 18 inches of the backfill. Typical wording to describe the LTTD soil management requirements in a LUCMRR addendum is as follows: ***"LTTD-treated soil in the LUC area shall be managed in accordance with the requirements of RWQCB Order No. R2-2003-0080 ("Order") and the Trust's LTTD Soil Management Plan, dated 1 November 2004. LTTD soil shall not be placed within 50 feet of any surface water body, chemical concentrations must comply with the Order, and excavations filled with LTTD soil shall have clean fill (no detectable fuel constituents) in the top 18 inches of the backfill."*** This text may be revised to describe and reference a figure to accurately identify the LUC area.

3.3.5 Ecological Use Restrictions

For sites located in the saltwater or freshwater ecological protection zones identified in the Order (RWQCB, 2003) or in areas designated as ecological special-status zones, ecological-based use restrictions may apply. In some cases, ecological-based LUNs could also apply; LUNs are discussed in Section 3.3.8.

Ecological-based LUCs will be applied where the COCs exceed Presidio-specific cleanup levels for the applicable ecological protection zone or special-status use area. For certain locations identified on a site-specific basis, the Trust may restrict the proposed ecological features (such as a marsh or freshwater zone or special-status use area) until remedial actions achieve required cleanup levels. This restriction could be a temporary measure and may be implemented in cases when the implementation of the ecological restoration activities within the ecological protection zone or special-status ecological use area are not funded or are uncertain. This restriction could also be a permanent measure and may be implemented in cases when the anticipated land use changes and the area no longer supports sensitive ecological uses. Note that this restriction does not apply to areas classified as buffer zone ecological or non-ecological that do not meet the most stringent ecological cleanup levels for the Presidio. Typical wording to describe the ecological use restrictions in a LUCMRR addendum is as follows: ***"The use of the LUC area within the [freshwater/saltwater/ecological special-status] ecological protection zone as a [freshwater/saltwater/ecological special-status] ecological habitat restoration area is prohibited until remedial actions meet the applicable cleanup levels as required by the RWQCB Order No. R2-2003-0080 and the Cleanup Level Document."*** This text may be revised to describe and reference a figure to accurately identify the LUC area, refer to the applicable ecological protection zone, and identify the chemicals present above cleanup levels.

3.3.6 Surface Cover Requirements and Restrictions

For sites where the representative concentrations of COCs in soil exceed the applicable Presidio-specific cleanup levels and the site is covered by buildings, paved areas, or an engineered cover, and the direct contact pathway is not complete, the designated LUC area must remain covered with either buildings, pavement, or other barrier in landscaped areas. Within landscaped areas, the barrier could be 2 feet of clean soil; an engineered barrier such as a membrane, geogrid, or coated wire mesh covered with 6 inches of topsoil; or other site-specific protective system that achieves the objective of limiting direct contact with the COCs. As discussed above in Section 3.3.4, landscaped areas with LTTD-treated soil require a minimum of 18 inches of clean soil cover. The LUC requires

cover maintenance for the entire LUC zone unless, for a specific area, confirmation soil sampling shows that the representative concentrations of COCs do not exceed the applicable cleanup levels. Confirmation soil sampling requirements (analytes and frequency) shall be designated in an individual LUCMRR addendum. For engineered covers that have been implemented as part of a remedy, the cover will be monitored in accordance with a site-specific cover monitoring plan. For covers that have been included for redundant protection, but are not specifically part of the remedy for a site, typical wording to describe the surface cover restrictions in a LUCMRR addendum is as follows: ***"The LUC area must remain covered with buildings, pavement, or another barrier in landscaped areas that have not been previously remediated. The cover must be maintained for the entire LUC area unless, for a specific area, soil sampling shows that the representative concentrations of COCs do not exceed residential cleanup levels."*** This text may be revised to describe and reference a figure to accurately identify the LUC area and describe site-specific confirmation sampling requirements.

3.3.7 Public Access Restrictions

For some sites, public access may be restricted. For example, if steep terrain, sensitive natural resources (such as wetlands), or special conditions or hazards (such as vials of unknown chemicals) could potentially be present in the LUC area, access to the area by the general public may be restricted or prohibited. The Trust may also limit on-site workers to those designated authorized natural resources restoration workers or others who have the appropriate health and safety training required by the specific LUCMRR addendum. Typical wording to describe the public access restrictions in a LUCMRR addendum is as follows: ***"No general public access allowed" or "Presidio Park employees, including authorized natural resources workers and volunteers, may be allowed in this area only after such personnel have been trained in the health and safety requirements applicable to this Site."*** This text may be amended by additional text or a footnote to explain public access restriction or worker training requirements.

3.3.8 Land Use Notifications

The LUN is designed to notify present or future owners, tenants, maintenance workers, landscaping/planting crews, or other entities of the presence and locations of residual COCs, debris fill, abandoned utilities, building foundations, or other such items left in place at a site. The LUN involves no restriction of land use, and only serves to notify about the existing site conditions. Examples of cases where a LUN may be warranted include representative concentrations of residual chemicals above site-specific remedial goals are located in the deeper subsurface and are considered a low threat to ecological receptors and/or the representative concentrations are only marginally above ecological

saltwater, freshwater, or special-status protection zone cleanup levels. The site-specific LUN will not restrict human or ecological land use in the area, but the site data will be made available to the appropriate Trust staff (i.e., natural resources program staff) so that an informed decision regarding future use of the site can be made (in the case of this example, the ecological uses will be reviewed).

Because the wording used in LUNs is anticipated to be site-specific in nature, preparing typical wording to describe the LUN in a LUCMRR addendum is not appropriate. However, in the same fashion as LUCs, LUNs will be described in site-specific addenda (Section 3.1.1), identified in project review/permitting (Section 3.1.2), tracked with the Trust's GIS system (Section 3.1.3), monitored (Section 3.4), terminated when appropriate (Section 3.5), and reported in the annual report to agencies (Section 3.8).

3.4 Monitoring Land Use Controls

The Trust will maintain this LUCMRR as a "living" document, and it will be maintained as the up-to-date record of LUCs throughout Area B of the Presidio (see Section 1.4). The Trust's project review process and GIS system will also be utilized to assist in the communication and enforcement of the LUCs. The Trust will prepare an annual report documenting Presidio sites that have LUCs (see Section 3.8). This LUC annual report will be separate from any annual monitoring report that is required to monitor an engineered remedy at a site; however, the LUC annual report may reference other reports that document monitoring of engineered remedies at sites. The Trust will notify DTSC and RWQCB of any proposed termination of LUCs, as described in Section 3.5.[4] No LUC sites will be terminated without the approval of the DTSC at CERCLA hazardous substances sites or the RWQCB at petroleum sites.

LUCs are intended to maintain protection of human health and the environment over time. While operations and maintenance ("O&M") and monitoring issues are not technically LUCs, some of the engineering measures within a remedy will also be identified in the site-specific LUC addendum, but be distinguished from the LUCs, to allow the convenient tracking of all long-term site activities and restrictions regarding remaining environmental contamination. Examples of these O&M and monitoring issues, which are distinct from LUCs, but likely to be noted in the addendum for certain sites, include groundwater monitoring; cap inspections, maintenance, and repair (for landfills or sites that are covered with an engineered cap or buildings); implementation of restrictions on soil reuse and required clean soil cover (such as for LTTD soil); CERCLA Five-Year Reviews; and fencing or other site access restriction mechanisms. Another

[4] The Trust reserves the right to add LUC sites to the LUCMRR by addenda and copy to the DTSC and RWQCB.

In order to terminate a site LUC, the Trust will request termination in a LUC Termination Letter. This letter will be similar to the LUCMRR addendum prepared for a site, and will describe the reason why the LUC is no longer required. The LUC Termination Letter will be transmitted to DTSC and RWQCB for review and approval for CERCLA sites and petroleum sites, respectively. The LUC Termination Letter and any written approval, if issued, will become part of the LUCMRR addendum for that site in the Trust's master copies of the LUCMRR, and the LUCMRR addendum will be prominently marked "Terminated." The Trust GIS system will also be updated to remove the LUC from the site.

3.6 Enforcing Land Use Controls

LUCs are instituted in order to be protective of human health and the environment and must therefore be enforced. The Trust will enforce the LUC primarily through the mechanisms discussed above. Specifically, the implementation of this LUCMRR and addition of needed site-specific addenda (Section 3.1.1) provide a standardized procedure for preparing, recording, maintaining, reporting, and updating Presidio-wide LUCs. The Trust's project review program (Section 3.1.2) together with its permitting program requirements for any project involving excavation or construction will serve to notify project managers and proponents of any LUCs at the earliest stages of project planning and well before implementation. Finally, the Trust's GIS system (Section 3.1.3) will support and enhance the ease of LUCs notification and enforcement and complete information retrieval. These three components are the backbone of LUCs implementation and enforcement for Area B of the Presidio.

3.7 Transfer of Ownership or Control

Under the Presidio Trust Act, the Trust must preserve and enhance the Presidio and also become financially self-sufficient by the year 2013. In the unlikely event that the Trust is unable to meet this financial objective, all property under the administrative jurisdiction of the Trust will be transferred to the General Services Administration ("GSA"). The Trust will provide adequate notice to DTSC and RWQCB in advance of any such transfer. The Trust will provide information to the GSA in the transfer documents on LUCs and applicable resource use restrictions including a complete copy of the LUCMRR and current addenda.

3.8 Annual Report to Regulatory Agencies

The Trust will prepare an annual Presidio Area B LUCs Report documenting Presidio Area B sites that have LUCs and implementation of the LUCs (e.g., human and ecological land uses within Presidio LUCs areas are consistent with the restrictions and requirements of the site-specific LUCMRR addenda). The report will also identify any sites where the LUCs have been terminated during the preceding year. While the Trust is preparing the annual report, the Trust could potentially encounter a site that is inconsistent with this LUCMRR or site-specific addenda or the LUCs are not fully functional. If such an inconsistency is identified, the Trust will describe how the inconsistency has been or is planned to be remedied in the annual report.

The Trust will provide the annual report to the DTSC and RWQCB by 31 March for the prior calendar year. This timing was established so the LUC annual report could include relevant information from the most recent quarterly or annual O&M or monitoring report for sites with an annual monitoring requirement (e.g., a cover monitoring requirement). The annual report will be a table that includes the following headings:

- Site Name,
- LUCs Present at the Site,
- Deviations from the LUCs,
- Corrective Actions to Address Deviations; and
- Date of Last Site Visit.

Additional text describing site history, events, or status will not be included in the annual report, except to address an encountered inconsistency with the LUCMRR or site-specific addenda for that calendar year and how the inconsistency is resolved.

4. LAND USE CONTROL ADDENDA OUTLINE

For an individual site subject to a LUC, a site-specific LUCMRR Addendum will be prepared to identify the specific location or "address" of the LUC. The following is an outline of the topics and information that will be included in the individual LUCMRR addendum:

- Introduction and Objective(s) of LUC
- Buildings/areas/sites included in LUC
- Remediation summary and COCs
  - Site history and description of remedial actions implemented
  - Chemicals of concern necessitating LUC. Identify maximum COC concentrations, if appropriate.
- Site-specific LUC restrictions to be implemented, including specific descriptions of the LUCs as described in the LUCMRR or as modified to meet site-specific needs.
- List of References that includes all relevant reports for the site
- Figure/Site Map delineating the LUC area
- Database table with information needed in the GIS database (including survey coordinates)

Included with the site-specific LUCMRR Addendum, the Trust or its consultant will compile the following electronic information for incorporation into the Trust's GIS database:

1. An electronic copy of the LUCMRR Addendum in Adobe® Acrobat® *.pdf format,
2. Table 1 (in Excel or Access format) with valid values for the site-specific LUCs, survey coordinates in Northing Easting UTM Meter Zone 10 North coordinates, and notation of whether the LUC is a regulatory requirement. The LUCMRR Addendum name and date are also required.
3. Shape file with an outline of LUC area(s) that can be imported into the Trust GIS system.

The Trust plans to survey key points of the LUC area(s) with its global positioning system, rather than with an external licensed surveyor. This will facilitate the implementation of the LUCMRR Addendum and the timely importation of the data into the Trust's GIS system.

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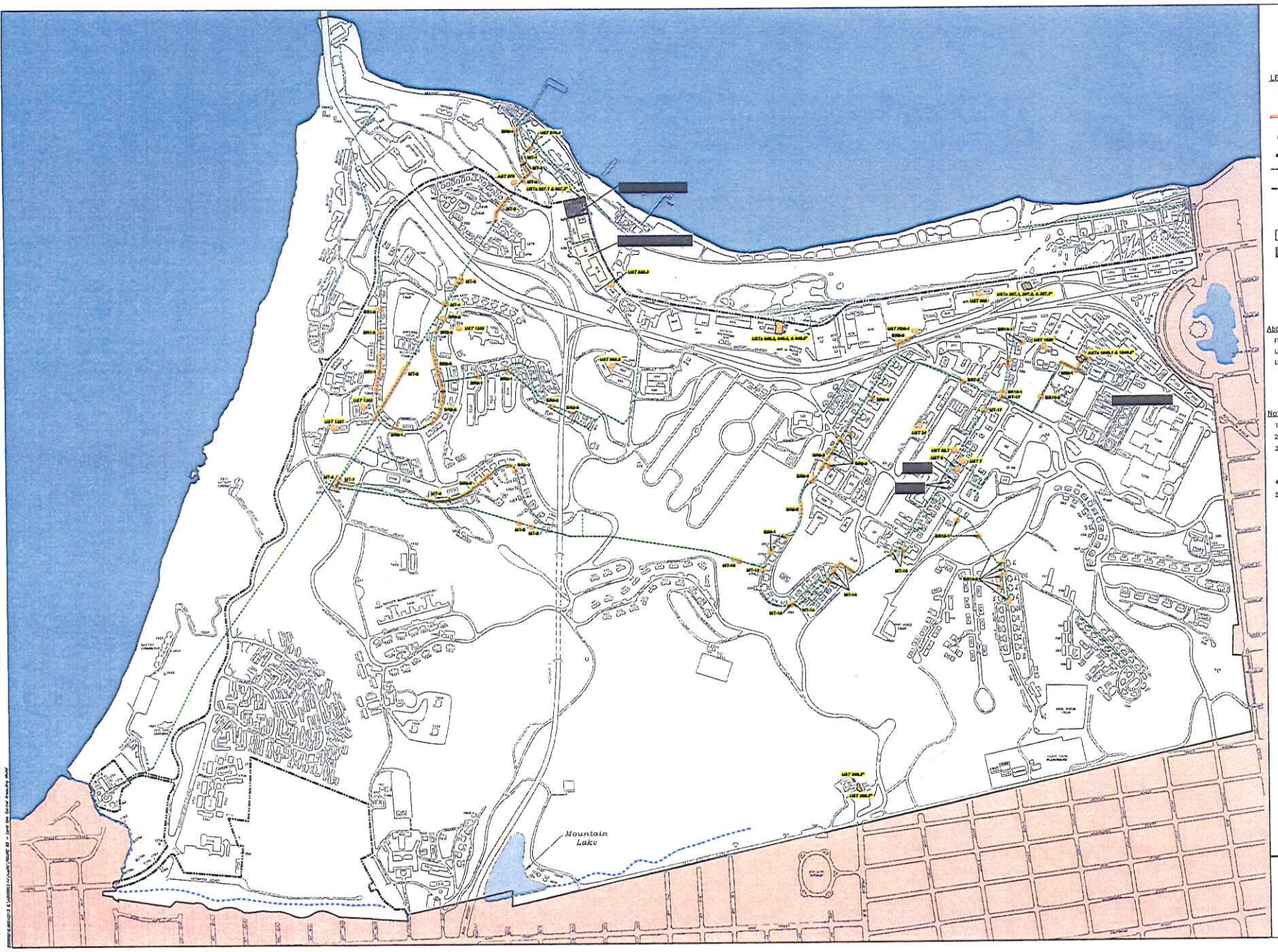
TABLE 1
LAND USE CONTROLS TEMPLATE

Presidio of San Francisco, California

Site Name	Land Use Controls	Regulatory Requirement for LUC?	Coordinates of 4 Points (a)		LUCMRR Addendum Information		
					Name	Date	File Name
	(Valid Values)		A				
Name	• Sensitive Use Restrictions	Yes/No	Northing				
	• Groundwater Use Restrictions	Yes/No	Easting				
	• Health and Safety Requirements	Yes/No	B				
	• Soil Management Requirements	Yes/No	Northing				
	• Ecological Use Restriction	Yes/No	Easting				
	• Surface Cover Requirements/Restrictions	Yes/No	C				
	• Public Access Restrictions	Yes/No	Northing				
	• Land Use Notifications	Yes/No	Easting				
			D				
			Northing				
			Easting				

Notes:
(a) Provide field surveyed coordinates in Northing East UTM Meter Zone 10 North coordinates.



N

0 400 800
(Approximate Scale in Feet)

LEGEND

- Remedial Excavation Backfilled with LTTD-Treated Soil
- FDS Trench Backfilled with LTTD-Treated Soil
- FDS Section ID or Tank ID with LTTD-Treated Soil in Backfill
- Site with Land Use Control
- FDS Pipelines Removed or Abandoned In-place
- Area A/B Boundary
- Existing Building
- Former Building
- Soil Land Use Control Areas (excluding LTTD - Treated Soil)
- Groundwater Use Restriction

Abbreviations:

FDS	Fuel Distribution System
LTTD	Low Temperature Thermal Desorption
LUCMRR	Land Use Control Master Reference Report

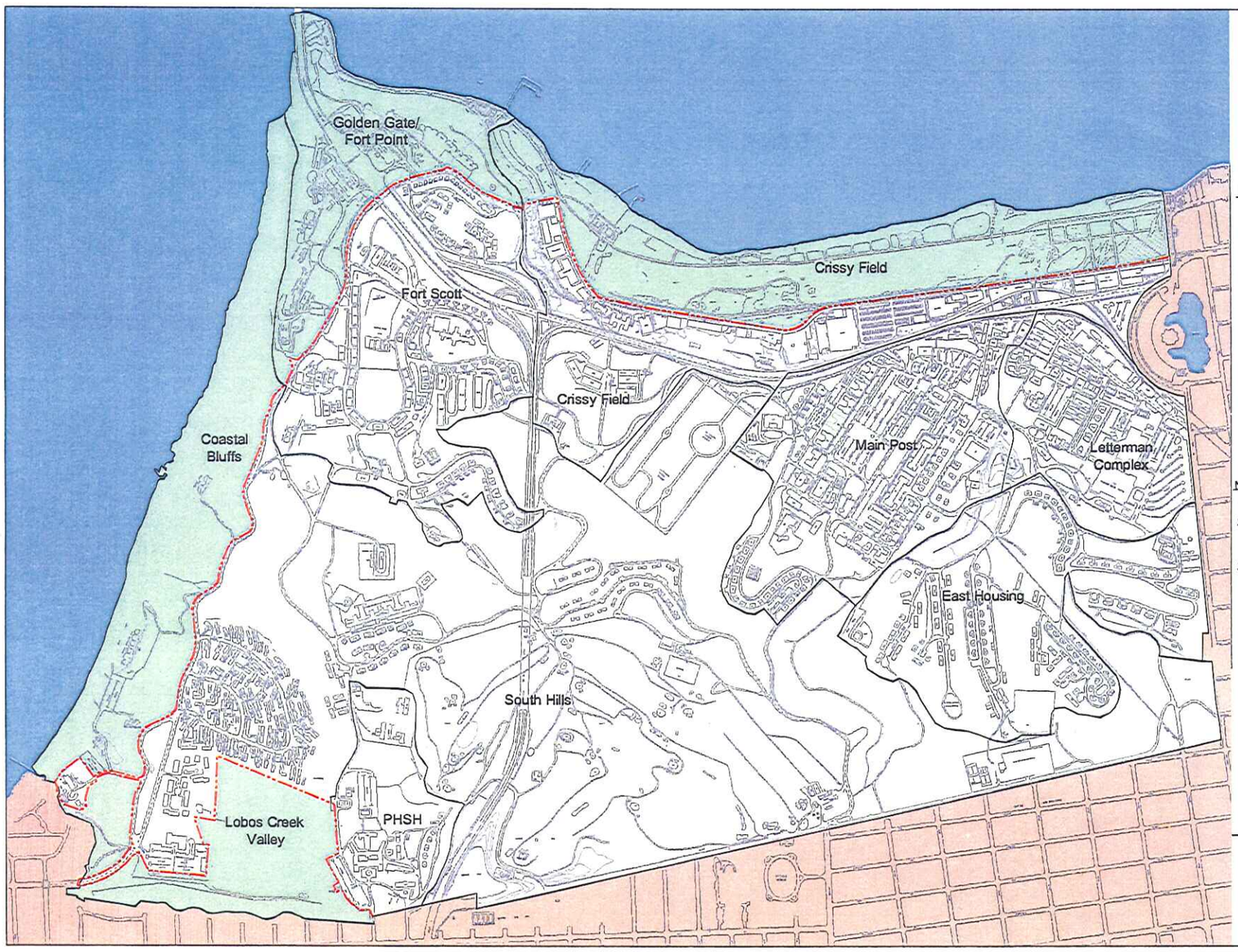
Notes:

1. Base map was provided by the Presidio Trust.
2. All locations are approximate.
3. Information about FDS obtained from the report prepared by International Technology Corporation, entitled "Fuel Distribution System Closure Report", and dated May 1999.
4. "*" denotes outline of excavation area is shown.
5. Land Use Control Areas for Buildings 9 and 10 are shown greater than actual size. See site-specific LUCMRR Addenda for detailed figures.

Erler & Kalinowski, Inc.

Land Use Control Areas at the Presidio

Presidio Trust
San Francisco, CA
August 2006
EKI A000003.14
Figure 2



N

0 800 1600

(Approximate Scale in Feet)

LEGEND

Presidio Planning District Boundary

Designation of Areas A and B

Area A/B Boundary

Area A – Stewardship by the National Park Service

Area B – Stewardship by the Presidio Trust

Notes:

1. All locations are approximate.
2. Basemap developed from site plan provided by the Presidio Trust.
3. PHSH is the Public Health Service Hospital.

Erler & Kalinowski, Inc.

Areas A and B of the Presidio

Presidio Trust
San Francisco, CA
August 2006
EKI A000003.14

Figure 1