

Doyle Drive Replacement Project License to Enter and Conduct Utility Relocations

This License to Enter ("License") is given by the Presidio Trust ("Trust") to the State of California Department of Transportation ("State") and the San Francisco County Transportation Authority ("SFCTA"), each individually and collectively a "Licensee" herein to allow the temporary non-exclusive use of locations within Area B of the Presidio of San Francisco ("Area B") as designated in accordance with Paragraph 3 below solely for the purpose of relocating existing utility lines (electrical, gas, potable water, sanitary sewer, and storm drain) in anticipation or as a component of the South Access to the Golden Gate Bridge Doyle Drive Replacement Project ("Utility Relocation(s)").

The permissible scope of work under this License shall be incrementally defined through the Presidio Trust permit process in accordance with the procedures for submittals, reviews, inspections, and acceptances currently under development by the parties and to be mutually agreed upon ("Work Authorization Process"). Only that work that is cleared to proceed pursuant to the Work Authorization Process ("Cleared Work") shall be allowed under this License, and such Cleared Work shall at all times be conducted strictly in accordance with the terms and conditions contained herein and any terms and conditions imposed under the Work Authorization Process.

1. Term. The term of this License shall commence upon full execution and shall end upon completion of the Utility Relocation work and Licensee no longer requires this License for Utility Relocation purposes, unless extended by mutual agreement of the parties. All demobilization, clean-up, restoration, and remediation if any shall be completed by such time.

2. Environmental Review. No work will be cleared under the Work Authorization Process until that work has been subjected to environmental review as set forth herein. It is anticipated that in most cases, proposed work will have been reviewed prior to submission under the Work Authorization Process through the FEIS or other documentation developed in accordance with the planning of the South Access to the Golden Gate Bridge Doyle Drive Project (the "Project"). To the extent that Utility Relocations work is not covered in those documents, State shall review and assess the proposed work and the environmental impacts thereof as set forth herein ("Environmental Review Process") and shall design such work to avoid and/or minimize environmental impacts consistent with and as a part of its re-evaluation process under NEPA, which shall be submitted to FHWA for concurrence in addition to the process described herein.

The Environmental Review Process shall consist of a thorough review and analysis of the potential environmental impacts of the proposed work by qualified State staff or their designated consultants with expertise in the technical area or natural resource at issue. State shall as early as possible consult and actively seek the input and participation of similarly qualified Trust staff as

to: review of the proposed Utility Relocations work, including its location relative to environmentally sensitive areas; the potential environmental impacts of the proposed work; the scope of potential technical studies associated with the Utility Relocations work; environmental avoidance and minimization measures and conditions necessary for the work to proceed; and Utility Relocations design modifications to avoid impacts to sensitive resources.

State will prepare technical studies, including biological and cultural resources studies associated with the Utility Relocations. For resource issues that were addressed in the FEIS or other documentation developed in accordance with the planning of the Project, technical studies or memoranda shall only be to the extent required by the NEPA re-evaluation process. Copies of all studies shall be provided to Trust. Upon completion of studies and documentation of avoidance and minimization measures, State shall prepare and provide its environmental reevaluation document and appendices to Trust for its review and concurrence, which concurrence shall not be unreasonably withheld. Such review by Trust shall be completed within five (5) working days. Following Trust's review and concurrence and finalization of State's reevaluation document and appendices, State shall request appropriate authorizations for the specified Utility Relocations work, including but not limited to Presidio Trust excavation authorization(s) ("Dig Authorization(s)") for the activities, which authorizations shall be issued by Trust in accordance with the Work Authorization Process. Copies of State's final reevaluation document and appendices shall be provided to Trust's NEPA compliance officer who shall distribute the same to Trust personnel, including Trust's N2 panel for informational and/or briefing purposes as deemed appropriate by Trust. State staff shall be available for informational briefing of Trust's N2 panel. Proposed work that has proceeded through the Environmental Review Process shall not be subject to any further environmental avoidance or minimization measures other than those resulting i) from that process or ii) from the FEIS or other documentation developed in accordance with the planning of the Project, nor shall such proposed work be subject to further environmental review by Trust.

Licensee shall not expand the scope of any Cleared Work unless an amendment to the applicable authorization(s) is properly executed by the Trust. Along with any request to expand the scope of Cleared Work under an applicable authorization, Licensee shall proceed with the Environmental Review Process to the extent that the requested amendment includes work not previously subjected to said process or not previously reviewed and cleared in the FEIS or other documentation developed in accordance with the planning of the Project. Any expanded scope of work may thereafter require new or modified Trust authorizations as set forth herein. Work Authorization requests shall be submitted by State at a reasonable rate and shall be processed by Trust within a reasonable time.

3. Licensed Areas. The particular areas into which entry shall be permitted under this License shall be incrementally defined in accordance with the Work Authorization Process. Those areas so defined shall be known as the "Licensed Areas" for such period of time as stipulated through the Work Authorization Process. Only the areas so defined, those defined as Storage Areas herein, and those defined as Staging Areas pursuant to section 26 below may be entered to engage in Utility Relocation activities, however, only Staging Areas may be used for overnight parking of vehicles and equipment. Vehicles and equipment, except for personal vehicles (which shall not be allowed to park overnight anywhere in Area B), may be parked overnight only in areas designated for those purposes in Trust authorizations.

At the end of each workday, soil and other materials not intended for re-use from Utility Relocations conducted on that day shall be removed from the Utility Relocation site(s) and either be sent to the appropriate storage area pre-designated in the pertinent Trust authorization ("Storage Area") or such materials shall be removed from the Presidio to an appropriately approved facility. Materials kept in a Storage Area shall be maintained and handled in conformance with all terms and conditions specified in this License and the applicable Authorization. Any Hazardous Materials as that term is defined in section 12 (a) shall be handled in accordance with section 12 herein and in compliance with applicable law and as required or authorized by a regulatory agency with appropriate jurisdiction. Notwithstanding the foregoing or any other provision of this License, Licensee shall not invoke the California DTSC lead variance with respect to any location within the Presidio. Nothing in this section or this License shall preclude Licensee's re-use of soil that meets the Trust's soil re-use criteria. Materials not intended to be re-used for the Utility Relocations shall be promptly removed from the Presidio, and in no event shall materials remain in the Storage Area for more than 90 days.

The Storage Area shall be fenced and secured by means of a locked gate so as to remain under control of Licensee at all times. To the extent feasible, Trust shall designate as Storage Areas locations that are not known to be contaminated by hazardous waste or materials. All information regarding the environmental condition of the designated Storage Area(s), including the presence or suspected presence of Hazardous Materials or contaminants, shall be provided by Trust to Licensee to the extent such information is known, documented or otherwise available to Trust. Licensee shall at its own expense, conduct an environmental baseline study of the Storage Areas to determine the extent and existence of Hazardous Materials or contaminants prior to its use or occupancy and shall provide a copy of said study to Trust. Unless environmental information, studies, investigations or other information show otherwise, Storage Area(s) shall be presumed clean and free of contamination at the time of delivery to Licensee. Upon vacating the Storage Area, Licensee shall conduct an environmental study of the Storage Areas to determine the extent and existence of Hazardous Materials or contaminants and compare it to the baseline study. A copy of the study results and comparison shall be provided to Trust. Based upon the results of the study and comparison, except as to pre-existing hazardous materials or contaminants, which shall be the responsibility of Trust, Licensee shall be solely responsible for any Hazardous Materials found upon, within, or beneath the Storage Area at the time the Storage Area is vacated by Licensee to the extent required by law or by a regulatory agency with appropriate jurisdiction or the extent that it is inconsistent with Trust soil criteria, unless it can be demonstrated that such Hazardous Materials did not result from Licensee's activities. As to Storage Areas with pre-existing contamination, Licensee shall only be responsible for the incremental increase in Hazardous Materials attributable to State's activities as demonstrated in the baseline and comparative studies.

4. Responsibilities of Licensee. The Licensee accepts full responsibility for any and all unreasonable impacts of its activities under this License and the activities under this License of any of its employees, visitors, guests, contractors, and sub-contractors of any tier, invitees, consultants, or agents in the Presidio of San Francisco (collectively, "Licensee's Parties"). With respect to the Utility Relocations, Licensee agrees to leave the Licensed Areas and surrounding areas in a condition as nearly as is reasonably possible to the condition such areas were in prior

to the commencement of the Utility Relocations or to be responsible for the costs of returning the Licensed Areas and surrounding areas to that condition.

5. Transfer and Assignment. No transfer, assignment, or other grant of any interest, privilege, or license shall be made by the Licensee in connection with this License. Notwithstanding the foregoing, it is understood that work under this License may be conducted by one or more contractors engaged by Licensee (Licensee's Contractors). Only those contractors appropriately licensed by the state of California shall be allowed to work under this License. Licensee's contract with its contractor shall contain standard specifications and/or special provisions as necessary to effectuate the terms and conditions of this License and bind its contractor(s) thereto. Without limiting the foregoing sentence, Licensee's Contractors shall undertake to the United States, including the Trust, and its directors, officers, and employees the same indemnification obligations and grant the same releases as are found in the provisions below under section 11, Indemnification. The Trust shall have the right to assign any or all of its rights under this License.

6. No Interference. Licensee shall conduct its activities so as not to a) unreasonably block access to the roads or buildings located in the vicinity of the Licensed Areas; or b) interfere with life safety or emergency access required in the Licensed Areas; or c) otherwise unreasonably interfere with the use of such roads or use and occupancy of such buildings by the Trust or tenants thereof.

7. Compliance with Laws. Licensee and Licensee's Parties shall, at all times, during the Term comply with all laws and regulations that apply to its use of and activities in the Licensed Areas.

8. Permits. Licensee shall be responsible for securing any required approvals, permits and authorizations from any third-party federal, state or local agencies, for paying any fees associated with said approvals, permits, and authorizations, and for complying with any life safety or emergency access requirements in connection with or arising as a result of Licensee's activities under this License.

9. Termination or Suspension. The Trust may terminate or suspend this License if (a) any of the information provided to Trust by Licensee in connection with this License or at any time during the course thereof, is discovered to be false, fraudulent, or materially incorrect, or (b) at any time if Licensee has breached the terms or conditions of this License. In the event the Trust deems that Licensee is in breach of this License, Trust shall immediately notify Licensee in writing of the breach and shall inform Licensee of a thirty day cure period during which time Licensee shall either cure the breach or otherwise resolve the breach by mutual agreement. Licensee shall have thirty days from receipt of written notice to cure the breach or otherwise resolve by mutual agreement, before Trust can take any further action.

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

The Trust shall not be liable for any costs, expenses, lost profits, or Licensee investment losses occasioned by the suspension or termination of this License if terminated in accordance with the provisions of this License.

10. Information developed during the course of Utility Relocations. Licensee shall promptly provide Trust with copies of all data, analysis, and other information developed by Licensee in conjunction with activities undertaken by Licensee pursuant to this License.

Within 90 days of completion of all Utility Relocations work, State shall provide to Trust two complete hard-copy sets of as-built drawings, calculations, specifications and operational manuals (including all warranties) pertaining to work done hereunder showing clearly all approved changes, revisions and substitutions made during the Utility Relocations including, without limitation, field changes and the final location of all equipment, utility lines and other significant features of the work done hereunder, all in a format approved in advance by Trust.

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 a part of the document. CAD documents converted from file formats other than AutoCAD "DWG" files shall follow the attached guidance from Autodesk on formatting. (Exhibit1) Calculations, specifications and operational manuals (including all warranties) shall also be provided in Portable Document Format (PDF). Electronic files shall be delivered on accurately labeled CD or DVD media.

To assist Licensee in providing the above, Trust shall provide Licensee with a base map of Area B of the Presidio in AutoCAD format.

11. Indemnification. To the fullest extent permitted by law, Licensee 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 Licensee or any act or omission of any of Licensee's employees, agents, consultants, contractors, subcontractors, or anyone for whose acts Licensee may be liable (collectively, "Licensee's Parties") in connection with the activities under this Agreement (including any failure by Licensee 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 Licensee or any of Licensee'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 12. As to such Hazardous Materials, the rights, responsibilities and indemnity obligations set forth in section 12 shall apply.

Trust shall promptly notify Licensee in writing of any claim falling within Licensee's indemnity obligations hereunder and its tender of defense thereof. Licensee shall provide a response to such notice and tender within a reasonable period following Licensee's receipt of Trust's written notice, not to exceed thirty (30) days, and, if applicable, shall promptly assume Licensee's defense and indemnification obligations in accordance with this section. Trust's

delay in notifying Licensee of a claim shall not relieve Licensee of its defense and indemnity obligations, unless, and then only to the extent that, Licensee 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 Licensee's expense, reasonably cooperate in Licensee's defense of any claims tendered and accepted hereunder, and shall timely provide information and make witnesses available as requested by Licensee in the course of defending against such claims. If and to the extent monetary sanctions or costs are imposed or incurred by Licensee as a direct result of Trust's failure to timely comply or respond to Licensee's requests for information or production of witnesses, they shall be the responsibility of Trust. Licensee 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) Licensee 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 Licensee's counsel's written advice, that having common counsel with Licensee would present such counsel with a conflict of interest, then Trust, at Licensee's expense, may take over the defense and handling of the third party claim. If Trust takes over such third party claim, Licensee may participate in the defense of such claim at its own expense. Trust shall keep Licensee 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 Licensee's prior written consent, which consent shall not be unreasonably withheld.

Each Licensee (on behalf of itself and of Licensee's Parties) agrees that the Indemnitees shall not be liable for, and each Licensee (on behalf of itself and Licensee'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 11 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 Licensee or any of Licensee's Parties, under any workers' compensation, disability benefits or other employee benefits or similar laws.

12. Hazardous Materials

(a) Subject to the provisions of this section 12, Licensee shall not and Licensee shall ensure that Licensee's agents shall not, treat, sell, discharge, or release, any Hazardous Material upon, about, beneath or from the Presidio. Licensee shall not dispose of any Hazardous Materials

within the Presidio, nor shall Licensee invoke the California DTSC lead variance with respect to any location within the Presidio. Licensee 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). Licensee shall inform Licensee's contractors that Utility Relocations hereunder may involve hazardous or contaminated soil or material. Nothing in this provision or in this License shall preclude Licensee's re-use of soil that meets the Trust's soil re-use criteria.

(b) Except as directly related to authorized activities for the Utility Relocations, Licensee shall not, and Licensee shall ensure that Licensee's agents shall not, bring, generate or otherwise use, store, or handle any Hazardous Material upon, about, beneath or from the Licensed Area. Licensee shall be permitted to bring into the Licensed Area(s) necessary amounts of fuel and other fluids as required for the power and proper functioning of Licensee's vehicles and equipment. All Hazardous Materials-related activities undertaken by Licensee or Licensee's agents pursuant to this License must comply with all applicable laws. Licensee agrees to be responsible for timely acquisition of any permit(s) required for its Hazardous Materials-related activities related to the Utility Relocations 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 Licensee 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 Licensee or Licensee's agents or from past or present activities of any person in connection with the use of the Licensed Areas or of any liability of Licensee or Licensee's agents for environmental damage in connection with the use of the Licensed Areas, then Licensee shall deliver to Trust, immediately upon receipt of such notice or communication by Licensee, 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) Licensee 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 Licensed Areas, 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 Licensee's or Licensee's agents use of the Licensed Areas. Such actions may include but are not limited to the investigation of the environmental condition of the areas adversely affected ("Affected Property") by Licensee or Licensee's agents' breach of any of the provisions of this License, 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. Licensee 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. Licensee 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. Licensee shall pay all costs and expenses in connection with such investigatory and remedial activities chargeable to Licensee, 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. Licensee 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, Licensee 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 Licensee 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 Licensee, and in consultation and coordination with the Licensee'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 Licensed Areas used for the Utility Relocations, 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 Licensed Areas used for the Utility Relocations, including invasive tests, to determine for itself the extent and nature of Licensee'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 Licensee concerning such notice or requirement by a regulatory agency. Upon Licensee's request, Trust will make available to Licensee copies of all final reports and written data obtained by the Trust from such tests and investigations. Licensee shall have no claim for inconvenience to or interference with Licensee's use of the Licensed Areas occasioned by Trust inspections under this section, provided that Trust has provided the Licensee with the requisite notice and has consulted with Licensee and coordinated such inspections with Licensee's activities on the Licensed Areas as prescribed herein.

(f) In addition to all other indemnity requirements set forth in this License and subject to paragraphs (g) and (h) below, Licensee expressly agrees to indemnify, reimburse, defend, save and hold harmless the Indemnitees for and from any and all Environmental Damage Claims caused by or arising out of Licensee's or any of the Licensee's Parties' use of the Premises under this License, whether or not the alleged environmental damages were caused by the negligence or lack of diligence of the Licensee or Licensee's Parties and regardless of whether the same is occasioned by the active or passive negligence of the Licensee or Licensee's Parties and regardless of whether liability without fault is imposed on the Licensee or Licensee's Parties, 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.

The indemnity obligations of this section 12 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 Licensee or any of Licensee's Parties, under any workers' compensation, disability benefits or other employee benefits or similar laws.

(g) This License is not intended to create a separate obligation on the part of the Licensee 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) Licensee or Licensee'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 Licensee 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) Licensee or Licensee'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 Licensee 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.

(h) Licensee shall not and Licensee shall ensure that Licensee's agents shall not undertake any activities in the Licensed Areas where Land Use Controls 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. State 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, State may replace excavated trench spoils back into the trench they were removed from as part of Utility Relocations. 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 State to the extent such information is known, documented or otherwise available to Trust. To the extent the activities of Licensee or Licensee's agents under this license may interfere with or adversely affect areas of the Trust undergoing environmental cleanup actions,

State shall cooperate with any involved agency to coordinate or modify the work under this License 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 2 Presidio Land Use Controls. Any changes or modifications to the areas identified in Exhibit 2 shall be made immediately known to Licensee by Trust.

Notwithstanding the above, Trust and Licensee acknowledge that 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. Licensee and Trust are and will continue to confer and consult regarding coordination of Licensee's work hereunder 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 Licensee and Trust. Upon such agreement, the terms thereof shall govern said activities and responsibilities.

The respective hazardous materials treatment and remediation responsibilities of Licensee and Trust as set forth in this section 12 include without limitation any necessary manifest requirements and designation of disposal facility.

If the Licensee 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, Licensee 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 Licensee and Trust, in accordance with the provisions of this License

(i) Should Licensee 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 License to enter the Licensed Areas and perform the same. Licensee agrees to reimburse Trust for the costs thereof and to indemnify Trust for liabilities therefrom as set forth in this License.

(j) Licensee 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 Licensee's use of the Licensed Areas, incurred by Licensee or Licensee's agents resulting from contamination caused by the Department of the Army, the Golden Gate Bridge Highway and Transportation District, Licensee, or any other permittee, lessee, cooperator, concessioner, or other Trust occupant.

(k) With respect to Pre-existing Hazardous Materials discovered in, on, or under the Licensed Areas or other Trust property, Licensee 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.

(l) To the extent applicable, the provisions of this section shall survive any termination of this License.

13. Unexploded Ordnances. Trust property, including the Licensed Areas, 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 Licensed Areas during Utility Relocations work. In the event that UXO's are discovered during the course of such activities, work in the affected area shall immediately stop and the Trust Safety and Occupational Health Manager, Howard Rudolf, at 415 561 4141 (office) or 415 748 0059 (cell) or in his absence, the Trust Environmental Remediation Department at 415 561 2711 or other person designated by Trust shall be contacted and notified of the discovery. Utility Relocations work in the affected area may resume upon authorization of the Trust.

14. Work Hours. Normal work hours for Utility Relocations, including deliveries, shall be limited to between 7:00 a.m. and 7:00 p.m., Monday through Friday and 9:00 a.m. to 5:00 p.m. Saturdays ("Work Hours"). The parties acknowledge that occasional work outside these hours may be required. To the extent that such work is associated with utility service interruptions/switchovers or consists of other work that will not produce noise levels exceeding 5 decibels above ambient measured at the closest point of the nearest a) residential tenanted building or b) commercial tenanted building in which business activity is occurring outside of Work Hours, Licensee shall notify Trust seven (7) days in advance of commencing such work. As to any other work proposed to occur outside of Work Hours, State shall confer with Trust and obtain Trust approval as to requests for any such work, which approval shall not be unreasonably withheld. In reviewing such requests, Trust shall consider the nature of the work requested, the hours that the work is proposed for accomplishment, the duration of the proposed work, and other relevant factors. Except as provided herein, no work outside of Work Hours shall proceed without specific approval by the Trust.

15. Licensee's Insurance. The State is self insured and to the extent that its employees are permitted to enter and work within the Trust's property, State is vicariously liable for the acts and omissions of its employees within the provisions of Government Code sections 815.2(a) and 25-825.6. State shall provide the Trust with a letter of self-insurance.

16. Licensee's Contractors' Insurance.

A. The Department of Transportation Standard Specifications sections 7-1.12 through 7-1.12B(6) shall be amended to read as follows:

7-1.12 INDEMNIFICATION AND INSURANCE

The Contractor's obligations regarding indemnification of the State of California and the requirements for insurance shall conform to the provisions in Sections 7-1.12A, "Indemnification," and 7-1.12B, "Insurance," of this Section 7-1.12.

7-1.12A Indemnification

With the exception that this section shall in no event be construed to require indemnification by the Contractor to a greater extent than permitted by law, the Contractor shall defend, indemnify and save harmless the State, including its officers, directors, agents (excluding agents who are design professionals), and employees, the United States of America, the Presidio Trust, and its directors, officers, and employees and each of them (Indemnitees), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (Claims), arising out of or in connection with the Contractor's performance of this contract for:

- A. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of the Contractor, State, Department, or any other contractor and;
- B. Damage to property of anyone including loss of use thereof;
caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

Except as otherwise provided by law, the indemnification provisions above shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor, however, shall not be obligated to indemnify the State, its officers, directors, agents and employees for Claims arising from conduct delineated in Civil Code Section 2782. Further, the Contractor's indemnity obligation shall not extend to Claims to the extent they arise from any defective or substandard condition of the roadway which existed at or prior to the time the Contractor commenced work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain. The Contractor's indemnity obligation shall extend to Claims arising after the work is completed and accepted only if these Claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work. No inspection by the Department, its employees or agents shall be deemed a waiver by the Department of full compliance with the requirements of this section.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable to the claimant. The Contractor will respond within 30 days to the tender of any claim for defense and indemnity by the State, the United States, the Presidio Trust, its directors, officers, or employees unless this time has been extended by the State. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall reasonably be considered necessary by the Department, may be retained by the State until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type to express or implied indemnity against the State, its directors, officers, employees, or agents (excluding agents who are design professionals) or the United States, the Presidio Trust, its directors, officers, or employees.

7-1.12B Insurance

Insurance shall conform to the following requirements:

7-1.12B(1) Casualty Insurance

The Contractor shall, at the Contractor's expense, procure and maintain insurance on all of its operations with companies acceptable to the Department as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by the State. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to the Department through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure, but no less than four (4) years following final acceptance.

7-1.12B(1)(a) Workers' Compensation and Employer's Liability Insurance

Workers' Compensation insurance shall be provided as specified in Section 7-1.01A(6), "Workers' Compensation." Employer's Liability Insurance shall be provided in amounts not less than:

- (a) \$1 000 000 for each accident for bodily injury by accident.
- (b) \$1 000 000 policy limit for bodily injury by disease.
- (c) \$1 000 000 for each employee for bodily injury by disease.

Said Workers' Compensation policy shall be endorsed to provide a waiver of all rights of recovery and subrogation against the United States, the Presidio Trust, National Park Service and any other Insured and their officers, directors, and employees for Work performed under this Contract.

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.

7-1.12B(1)(b) Liability Insurance

The Contractor shall carry Commercial General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

- (a) premises, operations and mobile equipment.
- (b) products and completed operations.
- (c) broad form property damage (including completed operations).
- (d) explosion, collapse and underground hazards.
- (e) personal injury.
- (f) contractual liability.
- (g) independent contractors liability.

7-1.12B(1)(c) Liability Limits/Additional Insureds

The limits of liability shall be at least:

- (a) \$2 000 000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$4 000 000 aggregate for products-completed operations.
- (c) \$4 000 000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
- (d) \$15 000 000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage subject to \$15 000 000 aggregate limits. Further, 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.

The State and the Department, including their officers, directors, agents (excluding agents who are design professionals), and State employees, and the United States of America, the Presidio Trust, its directors, officers, and employees shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds shall not extend to liability:

- (1) arising from any defective or substandard condition of the Roadway which existed at or prior to the time the Contractor commenced work, unless such condition has been changed by the work or the scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain; or
- (2) for claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work; or
- (3) to the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by the Department or State will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

Further, said commercial general liability policy shall be endorsed to provide a waiver of all rights of recovery and subrogation against the National Park Service, the United States of America, the Presidio Trust, its directors, officers, and employees and any other Insured and their officers, directors, agents, subsidiaries, parents, and employees for Work performed under this Contract.

7-1.12B(2) Automobile Liability Insurance

The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall be not less than \$1 000 000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Section 7-1.12B(1)(c), "Liability Limits/Additional Insureds," shall also apply to automobile liability.

7-1.12B(3) Policy Forms, Endorsements and Certificates

The Contractor's General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

Evidence of insurance in a form acceptable to the Department, including the required "additional insured" endorsements, shall be furnished by the Contractor to the Department at or prior to the pre-construction conference. The evidence of insurance shall provide that there will be no cancellation, lapse, or reduction of coverage without thirty (30) days' prior written notice to the Department. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy. The Department may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Standard ISO form No. CG 0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusions is at the discretion of the Department. Regardless of the allowance of exclusions or deductions by the Department, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to the Department is consistent with the requirements of this section.

7-1.12B(4) Enforcement

The Department may take any steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish the Department with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the Contractor fails to maintain any insurance coverage required, the Department may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate this Agreement. The required insurance shall be subject to the approval of Department, but any acceptance of insurance certificates by the Department shall in no way limit or relieve the Contractor of the Contractor's duties and responsibilities under the Contract to indemnify, defend and hold harmless the State, its officers, agents, and employees and any other additional named insureds. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the State from taking other actions as is available to it under any other provision of the contract or law. Failure of the Department to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

7-1.12B(5) Self-Insurance

Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State of evidence of the Contractor's financial capacity to respond. Additionally, self-insurance programs or retentions must provide the State with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

7-1.12B(6) Miscellaneous

Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of these Standard Specifications, nor is any term, condition or other provision of the Contract intended to establish a standard of care

owed to the public or any member thereof. However, the foregoing shall not limit the Contractor's obligations with respect to any individual or entity identified as an Indemnitee under article 7-1.12 A above.

B. The State shall add the following sections 7-1.12B(7) through 7-1.12B(10) to its Standard Specifications for the Project:

7-1.12B(7) Pollution Liability Insurance.

The Contractor and/or its subcontractors and agents, of all tiers, who are engaged in activities which may cause pollution conditions to arise from their operations, acts, or omissions related to the project are required to maintain Contractor's Pollution Liability Insurance in the amount of \$5,000,000 each occurrence. The insurance shall provide coverage for:

(1) Bodily injury, sickness, disease, mental anguish, emotional distress or shock sustained by any person, including death;

(2) Property damages, including physical injury to, or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed, diminution in value, and natural resource damage;

"Cleanup costs" as used herein shall mean reasonable and necessary expenses, including legal expenses for the investigation, removal, remediation, including associated monitoring, or disposal of soil, surface water, ground water, or other contamination.

(3) Defense costs, including charges and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages or in connection with the remediation costs.

Pollution liability coverage shall apply to and may not exclude any of the following: lead-based paint, asbestos exposure, bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense costs, including expense costs incurred in the investigation, defense, or settlement of claims.

7-1.12B(8) Hazardous Materials Transportation Endorsement.

The Contractor and/or its subcontractors and agents, of all tiers, who are engaged in the activities of transporting hazardous materials or waste to or from the project are required to maintain hazardous material or waste transportation endorsement on their business automobile liability insurance policy in the amount of \$1,000,000 for bodily injury and property damage combined for each accident.

7-1.12B(9) Treatment/Disposal Facility Pollution Liability Insurance Policy.

Contractor shall require the disposal or treatment facility to maintain a pollution liability insurance policy in the amount of \$20,000,000 for losses that arise from the disposal or treatment of any waste or soil from the project. The insurance shall provide coverage for:

(1) Bodily injury, sickness, disease, mental anguish, emotional distress or shock sustained by any person, including death;

(2) Property damages, including physical injury to, or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed, diminution in value, and natural resource damage;

“Cleanup costs” as used herein shall mean reasonable and necessary expenses, including legal expenses for the investigation, removal, remediation, including associated monitoring, or disposal of soil, surface water, ground water, or other contamination.

(3) Defense costs, including charges and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages or in connection with the remediation costs.

The treatment/disposal facility pollution liability insurance policy shall apply to sudden and non-sudden pollution conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, gases, alkalies, toxic chemicals, liquids or gas, waste material or other irritants, contaminants, or pollution into or upon land, the atmosphere or any water course or body of water, which results in bodily injury or property damage or remediation costs.

7-1.12B(10) Additional Insurance Provisions.

The insurance policies identified in 7-1.12B (7), 7-1.12B (8), and 7-1.12B (9) shall contain or be endorsed to contain the following provisions:

(1) The insurance policies shall be considered primary and not contributory to any other insurance available to the Presidio Trust or the State.

(2) The policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurers' liability.

(3) Each insurance policy shall be endorsed to state the coverage shall not be suspended, voided, materially changed, renewed, allowed to expire or cancelled, except after 30 days prior written notice by first class mail, return receipt requested has been given to the Presidio Trust, National Park Service, and the State. In the event of a changing coverage or refusal to renew, the Contractor and/or its subcontractors shall be required to immediately inform the Department and the Trust Project Officer, by electronic mail, facsimile, first class mail, or express mail. The subcontractor shall immediately stop its work in the event their insurance coverage is terminated.

(4) If policies are written on a "claims made" basis, coverage must remain in force no less than four (4) years following final acceptance.

(5) All insurance required herein shall be placed with insurers with a current AM Best rating of not less than A, VII. Any deductibles or self-insured retention of over \$50,000 must be declared and approved by the Department. Any self-insured retention or deductible amount on the policy shall not reduce the collectible amount on the limits of liability.

(6) The insurance policies identified in paragraphs 7-1.12B(7), (8), and (9) shall list the United States of America, the Presidio Trust, and its directors, officers, and employees and the State and its respective officers, directors, agents, subsidiaries, parents, and employees as insureds on the policy declaration page or by attachment or endorsement in respect to liability arising out of or connected with the activities by or on behalf of the Contractors and/or its subcontractors. The coverages shall contain no special limitation on the scope afforded to any insured.

(7) The policies of insurance coverage as provided herein shall provide or shall be endorsed to provide a waiver of all rights of recovery and subrogation against the United States, the Presidio Trust, the National Park Service, and the State and any other insured, their officers, directors, agents, subsidiaries, parents, and employees for work performed on the project.

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

It is understood lapse of insurance is a material breach and the Trust may cancel this License 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.

17. Notice. Except as otherwise provided in this License, any notice required or documents to be presented hereunder shall be given as follows:

To the Trust: By email followed by United States mail to Mark Helmbrecht at mhelmbrecht@presidotrust.gov.
34 Graham Street
Post Office Box 29052
San Francisco, CA 94129-0052.

To the State: By email followed by United States mail to Mark Shindler at Mark_Shindler@dot.ca.gov.
111 Grand Ave.
Oakland, CA 94612

To SFCTA: By email followed by United States mail to Leroy Saage at lee.saage@sfcta.org

18. Jurisdiction and Governing Law. Jurisdiction and venue for adjudication of legal disputes between the Trust and the Licensee arising from this License shall be as provided by applicable law, including the Presidio Trust Act. Governing law as to such legal disputes shall be as determined by the court.

19. Modifications to this License. This License may not be amended or modified in any respect whatsoever except by a written document signed by the Trust and Licensees.

20. Facsimile Signatures. This document and modifications hereto will be considered signed when the signature of a 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 5308, Attention: Mark Helmbrecht.

To the State: 510 286-5482, Attention: Mark Shindler.

To the SFCTA: 415 522-4812, Attention: Lee Saage

21. Counterparts. This License 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.

22. Severability. If any provision of this License is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the License 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.

23. Effectiveness. This document shall be effective only when signed by all parties.

24. Environmental Protection and Avoidance. Licensee shall comply with all environmental mitigation, minimization and avoidance measures or commitments set forth in the environmental documents for the South Access to the Golden Gate Bridge Doyle Drive Replacement Project including that Project's FEIR/EIS and Final Section 4(f) Evaluation, Record of Decision, the September 2008 Programmatic Agreement, and any and all other ancillary agreements resulting or developed therefrom with respect to the Project. Licensee shall also comply with any environmental mitigation, minimization and avoidance measures resulting from the Environmental Review Process set forth in section 2 above.

25. Staging Areas. At its discretion, as reasonable and in consideration of State's Utility Relocation work and locations thereof, Trust may specify use of portions of Licensed Areas as Staging Areas for construction materials and equipment as part of any authorization issued pursuant to the Work Authorization Process.

26. Cost Reimbursement and Compensation. Licensees shall reimburse Trust's reasonable costs associated with the Utility Relocations authorized hereunder, the Environmental Review Process described in this License, and the facilitation and coordination of Licensee's work with regulatory agencies including DTSC and the RWQCB to the extent required for the Utility Relocation work herein to ensure work conforms to existing agreements and orders for the management of wastes. Such costs may include, but are not limited to, compensation for Trust employees (based on documented salaries and benefits) processing, analyzing, or reviewing any proposals, designs or submittals, compensation to Trust employees inspecting work authorized hereunder, consultant fees related to analysis, or review of work proposals or inspection of work authorized by this License, and copying costs.

This reimbursement shall be through the existing Agreement #07/08-49 between the Trust and SFCTA for Presidio Trust Services to the Doyle Drive Replacement Project or by permit fees paid by State's contractor to Trust as applicable. The scope of work and budget set forth in said agreement #07/08-49 shall be revised to cover work and costs incurred by Trust in connection with this License.

All work done under this License is agreed to be a component(s) of the Project. By executing this License, the Trust explicitly does not waive any claims it may have against Licensees for compensation associated with the Project or any portion thereof including without limitation claims for damage to Area B of the Presidio, its resources or improvements or claims for use of Area B of the Presidio to construct the Project or any portion thereof.

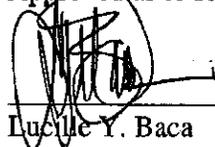
27. Joint and Several Liability. Notwithstanding anything to the contrary set forth in this License, the obligations and liability of Licensee under this License shall be the joint and several obligations of State and SFCTA.

[SIGNATURES ON PAGE FOLLOWING]

THE UNDERSIGNED HAVE READ AND EXPRESSLY AGREE TO ALL OF THE TERMS OF THIS LICENSE.

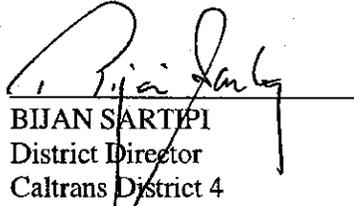
LICENSEES

Approved as to form:



Lucille Y. Baca
Assistant Chief Counsel
San Francisco Legal Division

STATE OF CALIFORNIA
Department of Transportation



BIJAN SARTIPI
District Director
Caltrans District 4

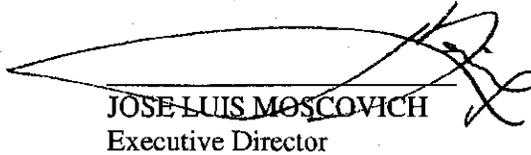
Dated 7-209

Approved as to form:



Stanley Taylor
Counsel

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY



JOSE-LUIS MOSCOVICH
Executive Director

Dated 7/7/09

LICENSE GRANTED BY THE PRESIDIO TRUST

Approved as to form:

AL ROSEN
Deputy General Counsel

CRAIG MIDDLETON
Executive Director

Dated _____

THE UNDERSIGNED HAVE READ AND EXPRESSLY AGREE TO ALL OF THE TERMS OF THIS LICENSE.

LICENSEES

Approved as to form:

STATE OF CALIFORNIA
Department of Transportation

Lucille Y. Baca
Assistant Chief Counsel
San Francisco Legal Division

BIJAN SARTIPI
District Director
Caltrans District 4

Dated _____

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

Approved as to form:

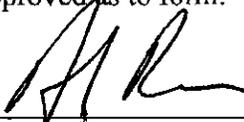
Stanley Taylor
Counsel

JOSE LUIS MOSCOVICH
Executive Director

Dated _____

LICENSE GRANTED BY THE PRESIDIO TRUST

Approved as to form:



AL ROSEN
Deputy General Counsel



CRAIG MIDDLETON
Executive Director

Dated 7/8/09

Exhibit 1

Autodesk Guidance

- **IMPORTING MICROSTATION FILES INTO AUTOCAD**
- The import process translates basic DGN data into the corresponding DWG file data. There are several translation options to determine how certain data such as text elements and external references are handled. Users can not only manipulate text elements and xrefs, but also select the conversion units based on DGN unit settings, and most importantly, preview the default mapping translation or create and use their own mapping setups (see [DGNMAPPING](#)).
- Exchanging and reusing basic drawing data is useful in collaborative projects. For example, service organizations such as AEC and design-build firms might need to import mapping data created with MicroStation into a site plan created with an AutoCAD-based product. The DGN data can serve as an accurate reference for creating the site plan.
- **Note**DGNIMPORT is not limited to files with *.dgn extensions. It supports all DGN files, even those that do not have a .dgn extension.
- **Understand the Limitations**
- The DGN import and export capabilities are designed to provide a fundamental exchange of information between MicroStation V7/V8 DGN files and AutoCAD DWG files. However, translating data from one format to a completely different format inevitably require compromises and substitutions.
 - • Simple geometric objects such as lines, arcs, and circles, and properties such as layer assignments correlate directly between the DWG and DGN data formats.
 - • Data with built-in features or variations are visually approximated. For example, text and dimensions might have specialized formatting, and color definitions might be customized.
 - • Some data cannot be translated completely. For example, product-specific features such as data fields or dynamic blocks can be represented visually but not behaviorally.
- See the [DGNIMPORT Conversion Table](#) for specific details about the scope of importing MicroStation objects and other data.
- See the [DGNIMPORT Unit Mapping Table](#) for specific details about unit conversions when importing MicroStation objects.
- **Recommendations**
- To optimize the data transfer from the MicroStation® DGN file format, request that the creator of the MicroStation drawings consider the following recommendations:
 - • Create a separate DGN file for each design model
 - • Do not reference sheet models from design models
 - • Minimize the use of custom objects and other data unique to MicroStation
 - • Use ByLevel for color, line style, and weight properties

-
- • Use simple line styles as much as possible
-
- • Use simple patterns and pattern styles
-
- • Use TrueType text fonts rather than SHX text fonts
-
- • Use defined styles for dimensions and text rather than a "none" style
-
- • Use simple dimension styles if possible
-
- • Use shared cells as opposed to normal (library) cells
-
- • Work primarily in one format, DWG or DGN, rather than switching back and forth
-
- • When importing a DGN file, specify the conversion units (master units or sub-units) based on the DWG file's drawing units. For example, if you receive a DGN file with master units set to meters, and sub-units set to millimeters, and you need the drawing units of the DWG file to be in meters, then select master units in the Import DGN Settings dialog box. This matches the meters in the DGN file to the meters in the DWG file

Exhibit 2

Presidio Land Use Controls