

INFORMATION HANDOUT

AGREEMENTS

ITEM 8 – Plot Map titled, "Pier 7 – Area for Contractor's Use"
Quitclaim Easement Deed, and Settlement Agreement

ITEM 9 – USCG License No. HSCG-Z71111-09-RP-060L

ROUTE: 04-SF-80-12.7/13.2

ADDED PER ADDENDUM NO. 6 DATED AUGUST 27, 2009

**San Francisco-Oakland Bay Bridge
East Span Seismic Safety Project**

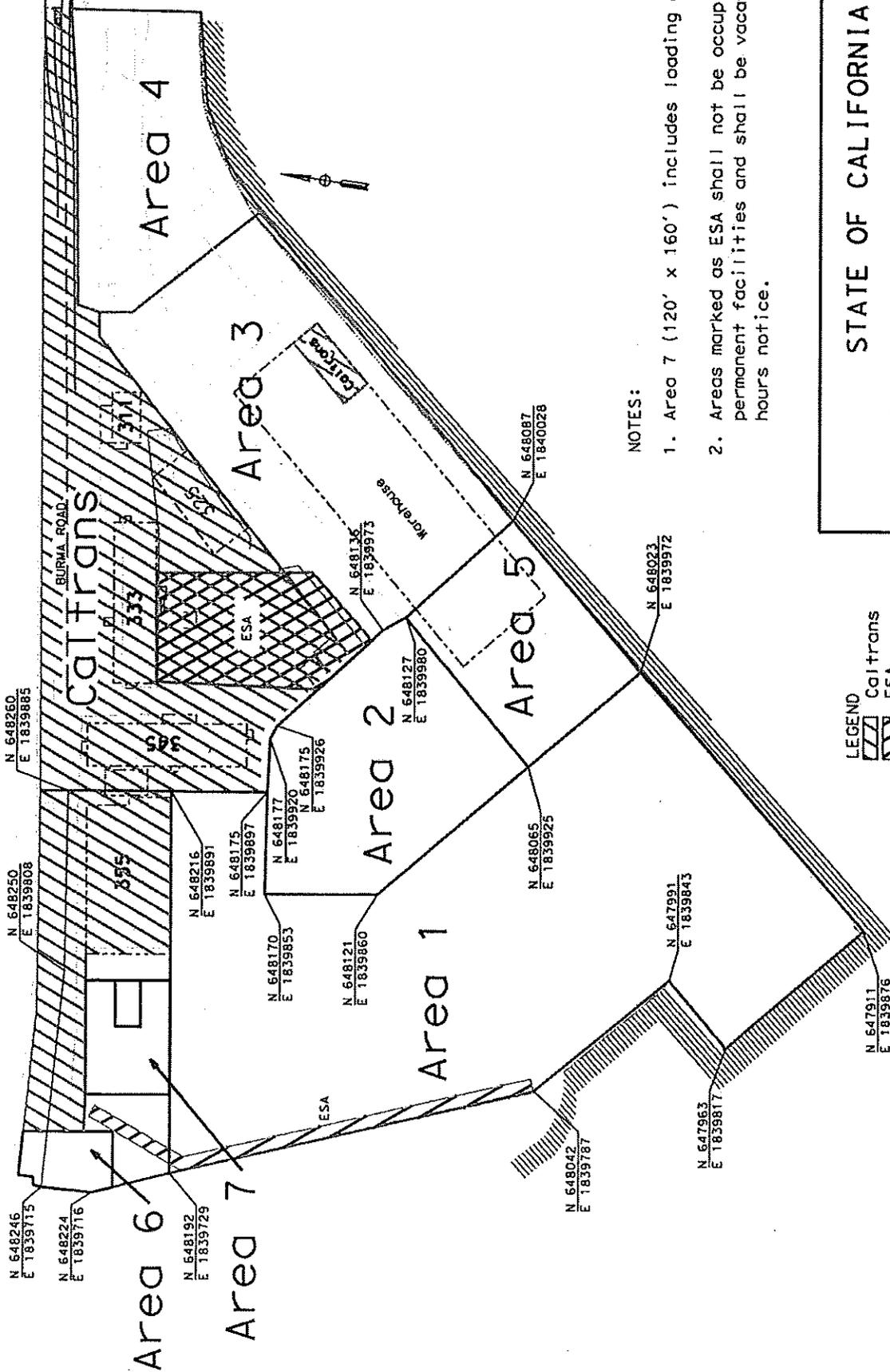
**YBI TRANSITION STRUCTURES
INFORMATION HANDOUT**

Addendum No. 6

District Information Handout

- Item 8 - Plot Map titled, "Pier 7 - Area for Contractor's Use," Quitclaim Easement Deed, and Settlement Agreement
- Item 9 - USCG License No. HSCG-Z71111-09-RP-060L

**Contract No. 04-0120S4
04-SF-80-12.7/13.2**



NOTES:
 1. Area 7 (120' x 160') includes loading dock.
 2. Areas marked as ESA shall not be occupied with permanent facilities and shall be vacated with 48 hours notice.

LEGEND
 [Hatched] Caltrans
 [Cross-hatched] Kiewit
 [Dotted] ESA

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 4 TOLL BRIDGE PROGRAM
 PIER 7-AREAS FOR CONTRACTOR'S USE

Recorded at the request of:
State of California
Department of Transportation

After recording please return to:
State of California
Department of Transportation
P.O. Box 23440
Oakland, CA 94623-0440

COPY of Document Recorded
FEB 13 2002 as No. 2002072362
Has not been compared with Original.
ALAMEDA COUNTY RECORDER

QUITCLAIM EASEMENT DEED
(Temporary Construction Easement)

THIS QUITCLAIM EASEMENT DEED, made this 11th day of February, 200 2, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION ("Grantor"), and the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION ("Grantee"):

WITNESSETH: *

WHEREAS pursuant to Title 23, United States Code; Section 107 (d) and Section 317, whenever rights-of-way, including control of access, on the Interstate System are required over lands or interests in lands owned by the United States, the Secretary of Transportation may make such arrangements with the agency having jurisdiction over such lands as may be necessary to give the State or other person(s) constructing the projects on such lands adequate rights-of-way and control of access thereto from adjoining lands, and any such agency is directed to cooperate with the Secretary in this connection; and

This transfer is exempt from Recording Fees, pursuant to Section 27383, California Government Code; and is exempt from Document Transfer taxes, pursuant to Section 11922, California Revenue and Taxation Code; and is exempt from property taxation, pursuant to Section 202 and Division 1, Part 9, Chapter 4, California Revenue and Taxation Code. All correspondence pertaining to tax matters may be mailed to:

State of California
Department of Transportation
P.O. Box 23440
Oakland, CA 94623-0440

WHEREAS Grantee has filed an application with the Grantor under the provisions of Title 23, U.S.C. Section 107(d) and Section 317 and their implementing regulations at 23 C.F.R §710.601 for right-of-way for the construction of the San Francisco – Oakland Bay Bridge East Span Seismic Safety Project (hereafter “East Span Project”) improvements to U.S. Interstate Highway 80 over lands or interests in lands owned by the United States; and

WHEREAS the right-of-way required by Grantee is a temporary interest in land (hereafter referred to as “Right-of-Way”) and is located within federal lands commonly known as the Oakland Army Base (hereafter “Federal Property”) in the City of Oakland, County of Alameda, State of California ; and

WHEREAS the Federal Property is under the jurisdiction of the United States of America, Department of Defense, Department of the Army (hereafter “Army”), and is currently undergoing the base realignment and closure process pursuant to provisions of the Defense Base Closure and Realignment Act of 1990, the Base Closure Community Assistance Act of 1994 and/or the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, as amended (all collectively referred to as “BRAC”); and .

WHEREAS the Army entered into a Master Lease (Lease No. DACA05-1-99-510) with Oakland Base Reuse Authority (“OBRA”) leasing the Federal Property, including the property subject to this conveyance to OBRA, and such Master Lease reserves (under Article 14 thereof) to the United States, the right to enter upon and make use of the Federal Property for, and in connection with, any necessary or convenient governmental purposes; and

WHEREAS under State and Federal law, Grantee is responsible for the ownership, construction, operation and maintenance of National System of Interstate and Defense Highway facilities within the State of California; and

WHEREAS Grantor has determined that the Right of Way is required for the National System of Interstate and Defense Highways; has coordinated with the Federal agency of jurisdiction, including sending a formal written notice on August 6, 2001 to which no response was received; and has complied with all other applicable statutory and regulatory procedures.

NOW THEREFORE:

1. Grantor hereby conveys and quitclaims to Grantee, subject to recorded existing liens, leases, easements, and other encumbrances of record, a temporary construction easement (“TCE”) for construction of the East Span Project, including but not limited to governmental, non-commercial harbor and port uses, over Parcel 1B. Parcel 1B is described in Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein. This conveyance includes, and Grantor hereby conveys to Grantee, Grantor’s right of entry under Article 14 of the Master Lease, identified above. This temporary construction easement shall include the right to develop

any facilities within Parcel 1B which would be desirable to utilize Parcel 1B for temporary construction purposes.

A. Grantor and Grantee acknowledge notice of the potential presence of hazardous substances within Parcel 1B, as reported in the DEPARTMENT OF THE ARMY BASEWIDE PRELIMINARY ASSESSMENT/SITE INSPECTION (PA/SI), OAKLAND ARMY BASE, OAKLAND, CALIFORNIA, dated February 24, 1998, as amended. Grantor hereby reserves to the Army, its successors, and/or assigns a right-of-entry and access to any and all portions of Parcel 1B for purposes of performing remediation or corrective activities relating to such hazardous substances, subject to the specific terms and conditions set forth hereafter in 1A(1)(2)(3)(4)(5) and (6). This reservation includes, but is not limited to, the right to perform investigations and surveys, drillings, excavation, borings, data and record compilations, as well as installation of monitoring wells, pumping wells, treatment facilities, meters, and other related items or activities (all collectively referred to as "Remediation"), Grantor also reserves to the Army, its successors, and/or assigns the right of access across Parcel 1B for ingress and egress to and from the Federal Property lying westerly of Parcel 1B. However, the foregoing right of entry and access onto Parcel 1B for Remediation and the foregoing right of access across Parcel 1B to and from the Federal Property lying westerly of Parcel 1B are subject to the following specific terms, conditions and rights of Grantee:

- (1) The Army, its successors and/or assigns shall give Grantee's designee ("Construction Manager") reasonable notice, and in no event less than 24 hours written notice, prior to the date the Army, its successors and/or assigns desire access through Parcel 1B to the Federal Property lying westerly of Parcel 1B.
- (2) The Army, its successors and/or assigns shall notify Grantee's designee ("Construction Manager"), in writing, at least 30 business days prior to the date the Army, its successors and/or assigns desires entry onto Parcel 1B for Remediation.
- (3) The Construction Manager will cooperate with the Army, its successors and/or assigns to facilitate access over and/or entry within Parcel 1B for Remediation as provided for in section 1A(1) and 1A(2); however, the Construction Manager may, in his/her reasonable discretion, impose any additional conditions on the request for either (a) access through Parcel 1B or (b) entry onto Parcel 1B for Remediation, as are deemed necessary or prudent to Grantee to ensure that such access and/or Remediation do not (1) create safety hazards or (2) impede or delay the East Span Project construction work. (For example, Grantee may require that the Army, its successors and/or assigns, shall be accompanied by the Construction Manager at all times while transporting hazardous substances within or across Parcel 1B). Such additional conditions shall not unreasonably delay Remediation of Parcel 1B.

(4) If the Army, its successors and/or assigns desires to transport any hazardous material or substances within or across Parcel 1B, they shall provide Construction Manager two (2) days written notice, in addition to the one day written notice provided for in section 1A(1) above, of each such desired transport. Such notice shall include all relevant information concerning the nature of the transport including, but not limited to, the exact nature of the hazardous substances, the method(s) of transportation, safety procedures and precautions, verifications, etc to the Construction Manager's satisfaction. The Construction Manager, in his/her reasonable discretion, may impose any additional conditions on such request to ensure safe transport/access through the Parcel 1B.

(5) Nothing in this section shall be construed to prevent or limit the Construction Manager and the Army, its successors and/or assigns from mutually agreeing upon an access scheme for access to and across the Parcel 1B including but not limited to routes, methods, schedules, hazardous materials transport methods and verifications, etc.

(6) The Army's successors and/or assigns are solely liable for any and all damages, costs, charges, liability, expenses (hereafter collectively referred to as "Damage") arising out of or relating to their entry onto Parcel 1B, for any purpose whatsoever. However, the Army's successors and/or assigns shall not be liable for Damage caused by the active negligence of Grantee, nor shall they be liable for Damage caused by intentional misconduct by Grantee.

2. Grantee agrees and covenants that it shall maintain the Right-of-Way to acceptable standards of repair, orderliness, neatness, sanitation, and safety.

3. The TCE shall terminate when the interest conveyed hereby is no longer needed for the East Span Project and no later than on the date Grantee gives final acceptance to its contractor for all the work of Grantee's East Span Project. Notice of such termination shall be given by Grantee to Grantor and this TCE shall thereupon be extinguished. Prior to extinguishment and upon receipt of notice by Grantor, Grantee shall reasonably rehabilitate the area to at least the condition in which it was transferred. Grantee will prepare, execute and deliver to Grantor a quitclaim deed to release and extinguish the TCE over Parcel 1B in a timely manner.

4. Notices. Except as otherwise expressly provided herein, any notices given under this Grant Deed shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class certified mail with return receipt requested, or by nationally recognized overnight courier that guarantees next-day delivery and provides a receipt therefor, with postage prepaid, addressed as follows (or such alternative address as may be provided in writing):

To Grantee:

State of California
Department of Transportation
District 4
111 Grand Avenue
Oakland, CA 94612
Attn: District Director

And to:

State of California
Department of Transportation
Legal Division
P.O. Box 7444
San Francisco, CA 94120-7444
Attn: Deputy Chief Counsel

To Grantor:

United States Department of Transportation
Federal Highway Administration
Administrator, California Division
980 Ninth Street, Suite 400
Sacramento, CA 95814-2724
Attn: Right-of Way Officer

Notices herein shall be deemed given and actual delivery completed three (3) days after the date when they shall have been mailed if sent by first-class certified mail; two (2) days after the date of mailing if sent by overnight courier; and actual delivery shall be deemed complete on the date of delivery if done by personal service at the business office listed above. All personal service shall be done during normal business hours.

5. Grantee agrees and covenants (a) that no person shall, on the grounds of race, color, national origin, sex, age, disability, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to the Grantee's operations, programs, or activities conducted on the Right of Way, and (b) that the Grantee shall use said Right of Way in compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d to 2000d-4) and all applicable civil rights provisions of other Federal statutes.

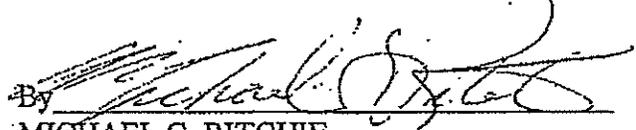
QUITCLAIM EASEMENT DEED (TCE)

PAGE 5

6. Grantor and Grantee mutually understand and agree that this Quitclaim Easement Deed will be recorded and that the rights, obligations, covenants, and restrictions created by this Quitclaim Easement Deed shall run with the land and shall be binding upon Grantor and on Grantee and shall be binding on, and benefit and burden Grantor's and Grantee's successors, heirs, assigns, and lessees.

IN WITNESS WHEREOF, I, Michael G. Ritchie, Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By 
MICHAEL G. RITCHIE
California Division Administrator

THIS IS TO CERTIFY, that the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and agrees to itself, its successors and assigns forever to abide by the conditions set forth in said deed.

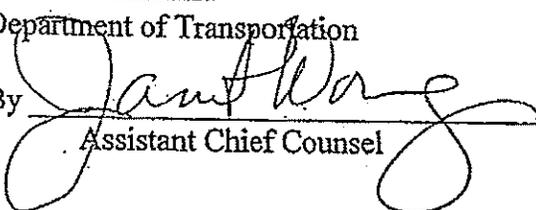
IN WITNESS WHEREOF, I have hereunto set my hand
this 13th day of FEBRUARY, 2002.

JEFF MORALES
Director
State of California
Department of Transportation

By 
Attorney-in-Fact
R.A. Magpherson
Deputy District Director - Right of Way

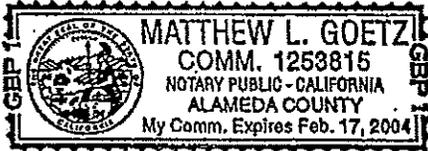
APPROVED AS TO FORM AND PROCEDURE:
this 11th day of FEBRUARY, 2002.

State of California
Department of Transportation

By 
Assistant Chief Counsel

STATE OF CALIFORNIA }
 } ss.
COUNTY OF SACRAMENTO }

On this 17th day of FEBRUARY before me, MATTHEW L. GOETZ,
the undersigned Notary Public, personally appeared MICHAEL G. RITCHIE
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary

STATE OF CALIFORNIA }
 } ss.
COUNTY OF }

On this _____ day of _____ before me, _____,
the undersigned Notary Public, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

EXHIBIT "A"

PARCEL 1B

That real property situated in the City of Oakland, County of Alameda, State of California, more particularly described as follows:

Beginning at the Westerly terminus of the course described as "N. 80 deg. 25' 12" E. - 4828.38 feet" in PARCEL "S" in the deed from the City of Oakland to the State of California, recorded February 17, 1942 in Book 4186, Page 156, Official Records of said county; thence along said course, North 81°36'36" East, 1365.71 feet; thence at right angles, South 08°23'24" East, 247.26 feet; thence South 81°36'27" West, 50.52 feet to the beginning of a tangent curve with a radius of 350.89 feet; thence along said curve to the left, through a central angle of 40°22'08", an arc length of 247.23 feet; thence South 41°14'19" West, 1337.21 feet; thence at right angles, North 48°45'41" West, 285.88 feet; thence at right angles, North 41°14'19" East, 126.94 feet; thence at right angles, North 48°45'41" West, 233.65 feet; thence at right angles, North 41°14'19" East, 10.00 feet; thence North 21°08'58" West, 640.10 feet; thence North 01°51'20" West, 122.25 feet to the general Southerly line of said PARCEL "S"; thence along last said line, North 88°08'40" East, 292.41 feet to the point of beginning.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 3. Multiply the above distances by 1.0000680 to obtain ground level distances.

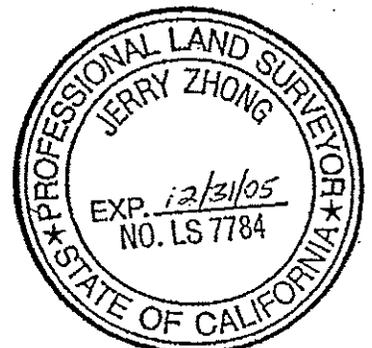
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature _____

Jerry Zhong
Licensed Land Surveyor

Date _____

11/28/01

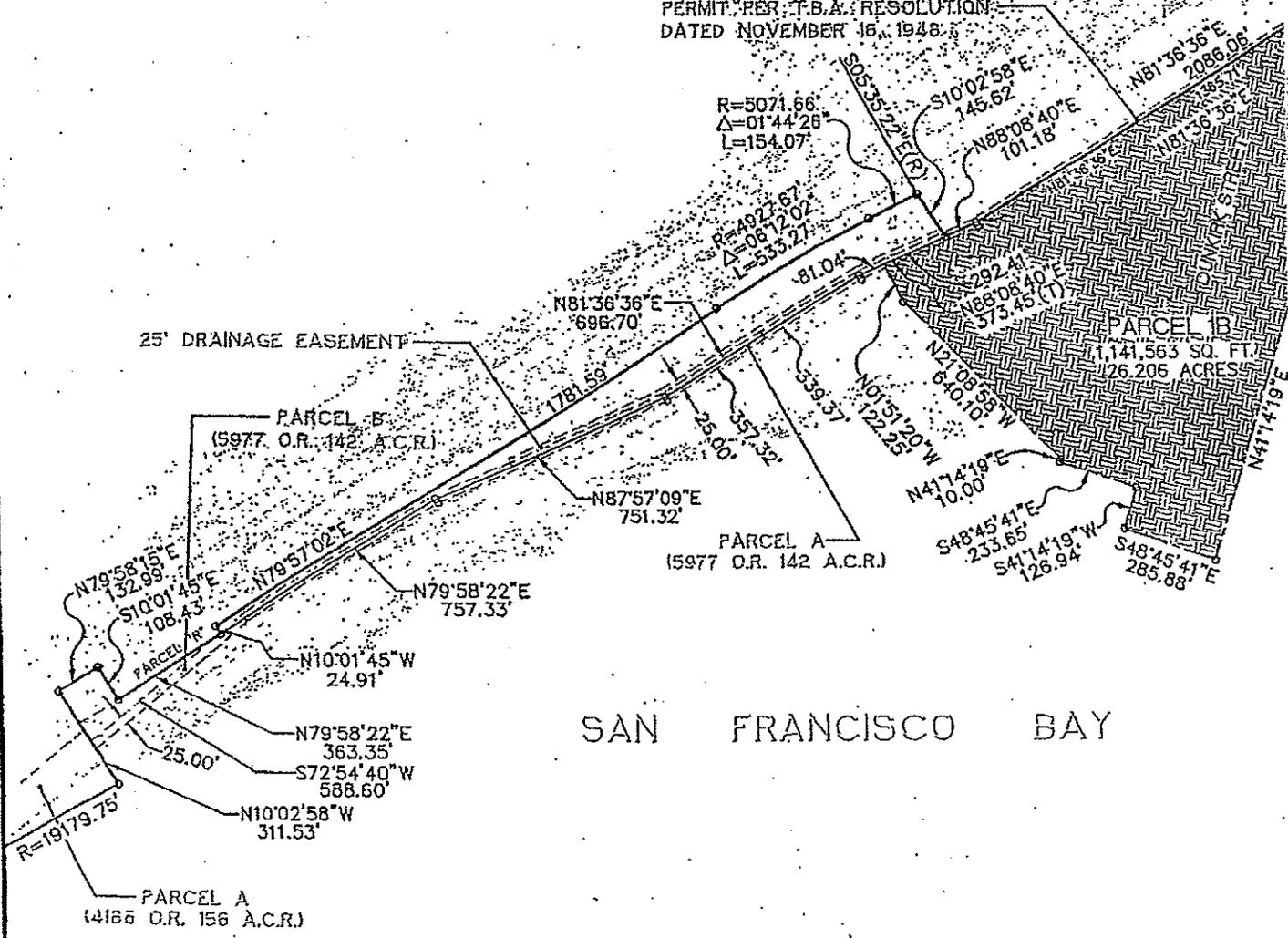


COUNTY OF ALAMEDA

SAN FRANCISCO BAY

INTERSTATE

PERMIT PER T.B.A. RESOLUTION
DATED NOVEMBER 16, 1948



SAN FRANCISCO BAY

COORDINATES, BEARINGS, DISTANCES AND STATIONING SHOWN HEREON ARE REFERRED TO THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. MULTIPLY DISTANCES SHOWN HEREON BY 1.0000680 TO OBTAIN GROUND SIZES.

SETTLEMENT AGREEMENT

**REGARDING BURMA ROAD EASEMENT (Deed No. 2002072864, recorded 2/13/02 in
the Official Records of Alameda County)**

and

**PIER 7 TEMPORARY CONSTRUCTION EASEMENT (Deed No. 2002072862, recorded
2/13/02 in the Official Records of Alameda County)
(OAKLAND ARMY BASE)**

Between

**CITY OF OAKLAND
OAKLAND REDEVELOPMENT AGENCY
OAKLAND BASE REUSE AUTHORITY
PORT OF OAKLAND**

and

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

DATED

April 18, 2002

Settlement Agreement
Regarding Burma Road Easement (Deed No. 2002072864)
And
Pier 7 Temporary Construction Easement (Deed No. 2002072862)
(Oakland Army Base)

THIS SETTLEMENT AGREEMENT is made this 18th day of April, 2002 (the "Execution Date"), by and between the City of Oakland, acting by and through its City Council and its Board of Port Commissioners, the Oakland Base Reuse Authority, and the Oakland Redevelopment Agency (collectively referred to herein as "Oakland") and the California Department of Transportation, a Department of the State of California ("Department"). Oakland and Department are collectively referred to herein as "Parties".

1. This Settlement Agreement sets forth certain of the Parties' respective obligations in connection with (a) lands commonly referred to as "Pier 7" or "220 Burma Road, Oakland, California, 94607", comprising approximately 1,141,563 square feet of land and the improvements thereon including but not limited to Building No. 160, all as more particularly described in Deed No. 2002072862, recorded on 2/13/02 in the Official Records of Alameda County ("Pier 7") and (b) a non-exclusive easement for ingress and egress to Pier 7 via Burma Road Deed No. 2002072864, recorded on 2/13/02 in the Official Records of Alameda County ("Burma Road"). Pier 7 and Burma Road are collectively referred to herein as the "Premises" and the Deeds specified above are collectively referred to herein as the "Easements" (each an "Easement"). In the event of any conflict between the terms of this Agreement and the Easements, this Agreement will control.

2. Department agrees to pay to Oakland the amount of \$11.6 million within 30 days of execution of this Agreement, which represents an amount equivalent to the present value of an eight (8) year lease for the Premises commencing on April 18, 2002 through and including April 17, 2010. This payment is in settlement and compromise as set forth in Paragraph 11 below. In the event the Department ceases use of the Premises prior to April 17, 2010, Oakland will refund a pro rata share of said amount to the Department. Department shall pay on a monthly basis for all utilities used by the Department, or its agents, employees and contractors, and utility rates will be consistent with standard utility rates. Oakland agrees to cooperate with Department's installation of all necessary utility facilities as determined by Department. To the extent the Department's use of Burma Road causes damage to Burma road, Department will repair Burma Road, or any relocated or replacement roadway provided in accordance with Section 6 below, to the same condition that existed as of the Execution Date (as to Burma Road) or when made available under this Agreement (as to any relocated or replacement road), less reasonable wear and tear.

3. Department and Oakland agree to extend the terms of this Settlement Agreement in the event the Department's use of Pier 7 exceeds the eight year period defined above. Said extension may be for three additional years, at Department' sole option to be exercised by written notice delivered to Oakland no later than April 17, 2009, if required for the purpose of

completing the San Francisco-Oakland Bay Bridge East Span Seismic Safety Project. The notice will specify the desired extended term. The payment obligation pursuant to this Settlement Agreement for the year commencing April 18, 2010, and for each of the following two years, shall be \$2,400,000 payable annually in advance.

4. Oakland represents that Pier 7 is currently in use as a functioning pier which is being used by a terminal operator under agreement with the Port of Oakland. Department agrees to accept the Premises on an "as is" basis, and agrees, at Department's sole cost and expense, to keep the Premises in the same or better condition than existed as of the Execution Date, less reasonable wear and tear, and to perform all maintenance and repairs, required as a result of the Department's use of the Premises including, but not limited to, the maintenance and repair of all buildings, pier or wharf facilities, utilities, structures, and asphalt and other ground covering surfaces (collectively referred to herein as "Improvements") required as a result of Department's use of the Premises, but excluding reasonable wear and tear. The Parties further agree that this "as is" condition of the Improvements will be conclusively evidenced in the following documents, to be completed within 30 days of the Execution Date, at Department's sole cost and expense, and otherwise to the satisfaction of the Parties:

a. An Environmental Baseline Survey ("EBS") which satisfies ASTM Phase II standards, and documents pre-existing environmental conditions and the existence of regulated building components requiring removal or abatement including without limitation lead-based paint, asbestos, equipment containing polychlorinated bi-phenols, underground tanks, and above-ground tanks; and

b. An Engineering Evaluation Study ("EES") which documents the conditions of all Improvements.

5. Upon the termination of Department's use of Pier 7 under this Agreement, and unless otherwise agreed to by the Parties, Department at its sole cost and expense shall restore Pier 7 to the condition that existed as of the Execution Date, less reasonable wear and tear over the period of the Department's occupancy.

6. Department expressly acknowledges that remediation of hazardous substances and regulated building components will occur during the term of this Agreement, and that Oakland or its assignee may perform such remediation activities (and redevelopment efforts, including without limitation improvements and replacements to and relocation of, roads and utilities). Department further agrees that such remediation activities will occur under the oversight of, and based on the agreements negotiated by and among, Oakland and third parties including, without limitation, the United States Department of the Army ("Army") and the California Department of Toxic Substances Control ("DTSC"). Department hereby consents to such activities on the schedule and in the manner specified by Oakland, provided that such remediation and redevelopment activities do not include any gap in Department's access to Pier 7 on a right-of-way providing an equivalent level of service to the level now existing on Burma Road, subject to the access conditions set forth in Paragraph 1 of each Easement Deed. Department further agrees, within 30 days following the execution of this Agreement, to submit a letter to DTSC that the Department does not object to the conveyance of the Oakland Army

Base ("OAB") from the Army to Oakland based on a Finding of Suitability for Early Transfer ("FOSET").

7. Department agrees to work with Oakland in good faith to provide for mutually-acceptable landscaping or other suitable screening conditions between Pier 7 and Interstate I-880, and between Pier 7 and other areas within the OAB. Department further agrees to implement Best Management Practices ("BMPs") to assure adequate dust control, debris management and disposal, and minimal impacts to OAB tenants and occupants.

8. Upon expiration of the eight year term or any extension under paragraph 2 above, Department shall quietly and peacefully remove itself and its property from Pier 7 and surrender the possession thereof to the then owner of Pier 7 in the condition specified in Section 5 above.

9. The Parties may modify this Agreement only by a written amendment signed by all Parties.

10. Department agrees to comply with all applicable legal requirements, including without limitation obtaining required permits and approvals from other public agencies in connection with its construction, access, maintenance, and other use of the Premises.

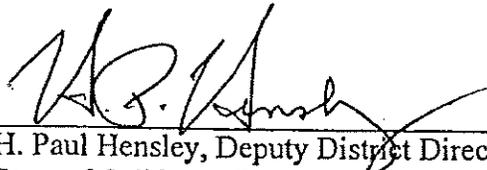
11. This Agreement satisfies claims made by Oakland against Department relating to the Easements in all complaints now on file in federal and state courts. In consideration of this Agreement, Oakland hereby consents to the grant of such Easements, and hereby recognizes that the Department has all rights necessary to use the property in accordance with such Easements and this Agreement. Department does not agree that Oakland's consent is necessary or appropriate under these circumstances, and Oakland does not agree that the Easements are valid. Nevertheless, the Parties agree to proceed with this Agreement notwithstanding their ongoing disputes on these issues. The Parties agree that this Agreement does not constitute a waiver or settlement of Oakland's claims in the pending federal and state court actions except for claims relating to Pier 7 and Burma Road. Within 30 days of the Execution Date, (a) Oakland agrees to file amended complaints in the pending federal and state court actions so as to exclude all claims relating to Pier 7 and Burma Road and (b) Oakland agrees to file a dismissal with prejudice as to all State and Federal Defendants with respect to all claims relating to Pier 7 and Burma Road. Department will not assign this Agreement.

12. Department acknowledges that Oakland has extended the terms of Marine Terminal Corporation's ("MTC") occupancy of Pier 7 to May 21, 2002. Department agrees that it shall use and occupy Pier 7 subject to the extended term of MTC's occupancy, and shall defend, indemnify and hold harmless Oakland from and against all claims from MTC arising out of Department's use or occupancy of the Premises.

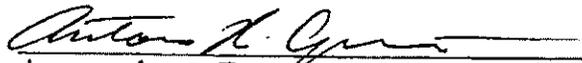
13. The Parties acknowledge that Oakland intends to pursue an exchange of the public trust ("Trust Exchange"), under which the portion of OAB located West of Maritime Street ("West Maritime") is released from the public trust and the portion of OAB located East of Maritime Street ("East Maritime") is placed in the public trust. The Department will not assert a public trust interest with respect to the temporary rights encompassed within the Pier 7 easement.

14. This Agreement may be executed in two or more counterparts, each of which shall be an original. All executed counterparts together shall constitute one and the same instrument, and any signature pages may be assembled to form a single agreement. The Parties each will take such additional actions, and cooperate with each other, as may be reasonably necessary to effectuate the terms of this Agreement.

Executed on this ____ of April, 2002 by:



H. Paul Hensley, Deputy District Director
State of California Department of Transportation



Approved as to Form.
Antonio R. Anziano, Assistant Chief Counsel
State of California Department of Transportation

Tay Yoshitani
Executive Director
Port of Oakland

Approved as to Form and Legality:
David L. Alexander, Port Attorney
Port of Oakland

Exhibit "B"
Legal Description
Berth 7 Sub Lease Premises

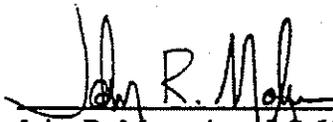
All that certain real property situated within the Port Area of the City of Oakland, County of Alameda, State of California described as follows:

Parcel 1B as said parcel is described in that certain Quitclaim Deed, recorded February 13, 2002 as Document 20020723862, in the Office of the Recorder said Alameda County.

Containing 141,563 square feet (26.206 acres) more or less.

Together with vehicular access along Burma Road as it presently exists between the northwestern line of Maritime Street and the eastern line of said Parcel 1B.

This description and its accompanying plat were prepared by me or under my direction March 27, 2002.

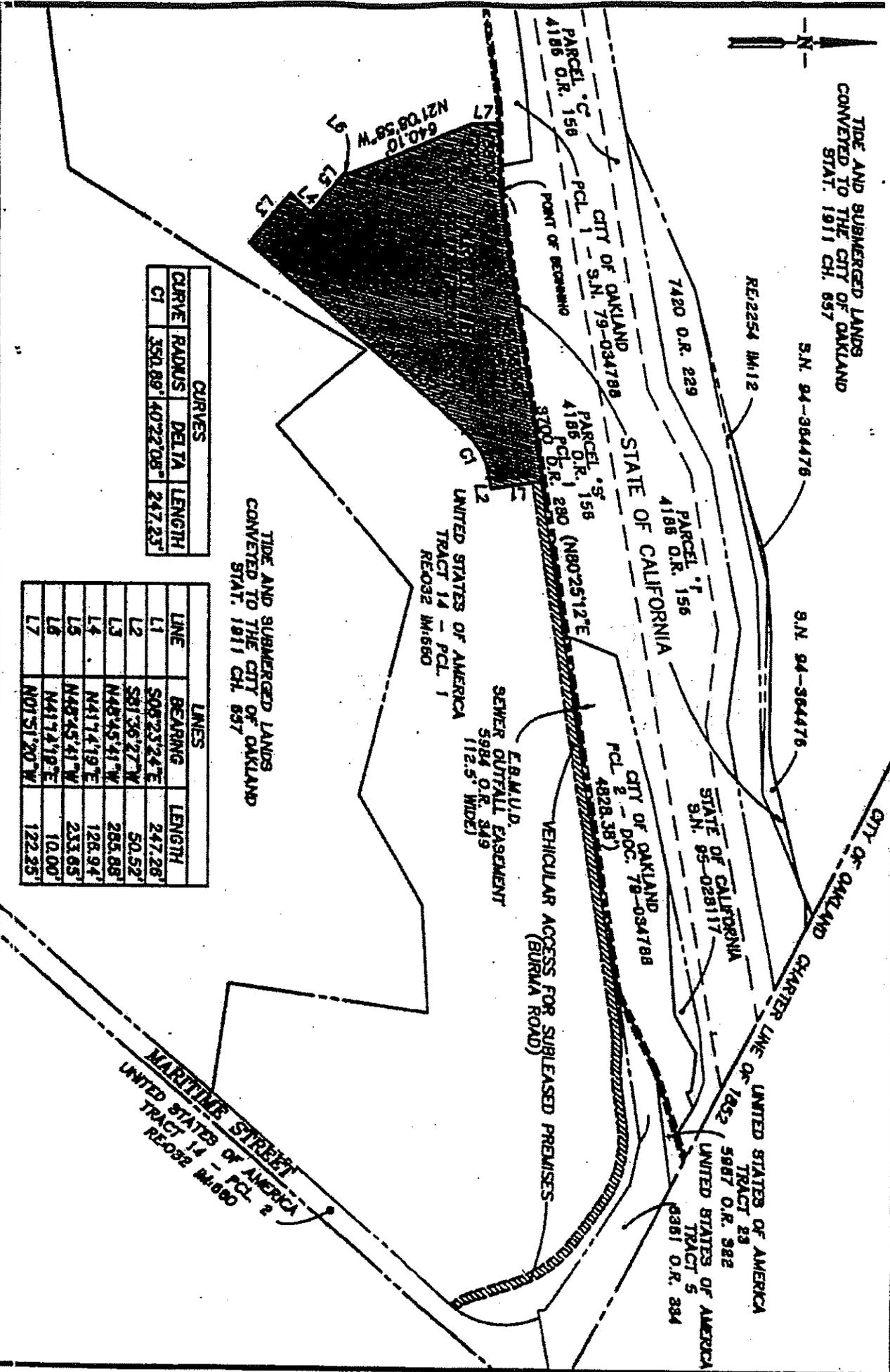
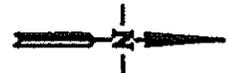


John R. Monaghan, LS 6122
License Expires 3/31/06

3/27/02
Date



TIDE AND SUBMERGED LANDS
 CONVERTED TO THE CITY OF OAKLAND
 STAT. 1911 CH. 857



CURVES		
CURVE	RADIUS	DELTA LENGTH
C1	350.89'	40°22'05" 247.25'

LINES		
LINE	BEARING	LENGTH
L1	S08°23'24"E	247.26'
L2	S81°36'27"W	50.52'
L3	N48°45'41"W	285.88'
L4	N41°14'19"E	128.94'
L5	N48°45'41"W	233.65'
L6	N41°14'19"E	10.00'
L7	N01°51'20"W	122.25'

TIDE AND SUBMERGED LANDS
 CONVERTED TO THE CITY OF OAKLAND
 STAT. 1911 CH. 857

PORT OF OAKLAND



LAND SURVEYS AND MAPPING
 530 Water Street
 Oakland, California

PLAT TO ACCOMPANY LEGAL DESCRIPTION
EXHIBIT B
 BERTH 7 - SUBLEASE PREMISES
 (PARCEL 1B-QUITCLAIM DEED DOC. 2002072862)

DRAWN BY: JRM	FIELD BY:
CHECKED BY:	DATE: 3/12/02
SCALE: 1" = 800'	DATE: 3/27/02
SHEET 1 OF 2	DATE: 3/27/02
DRAWING FILE: EXHIBIT A-1A.1B.DWG	FILE LOC.: \\TRANSVA\103644.JRM

United States Coast Guard
Maintenance & Logistics Command Pacific
LICENSE TO USE REAL PROPERTY UNDER COAST GUARD CONTROL

The **UNITED STATES OF AMERICA**, acting by and through the **UNITED STATES COAST GUARD**, Commander, Maintenance & Logistics Command Pacific (s), Chief Civil Engineering Division, 1301 Clay Street, Suite 700N, Oakland, California 94612-5203, (hereafter called "LICENSOR"), and pursuant to 14 U.S.C. § 94(a)(14), grants to the **STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION**, whose mailing address is P.O. Box 23440, Oakland, California 94623-0440 (hereafter called "LICENSEE"), a License (hereinafter called "LICENSE") to use federal property under the administrative control of the U.S. Coast Guard on Yerba Buena Island, California (YBI) at the location indicated on Exhibits" A" and "B" (hereinafter called "PREMISES"), attached hereto and made a part hereof, for the following purpose and subject to the following terms and conditions:

PURPOSE

For more than a century the U.S. Coast Guard and its predecessor agencies have relied upon the facilities on YBI to support the vital operations it conducts in the San Francisco Bay, the Pacific Ocean, and eastward along the major rivers in Northern California. The LICENSEE requires continued access to a portion of YBI in order to continue its construction of a new eastern span to the San Francisco - Oakland Bay Bridge. This construction project is in many respects a task without precedent, and over the course of the last six years the facts and circumstances of the construction and of the Coast Guard's use of YBI have sufficiently changed to justify the issuance of this new LICENSE with the terms stated herein. This license will supersede the current License Agreement DTCG-Z71111-03-RP-002L which expires December 31, 2010. Because construction shall continue for a period significantly beyond that originally contemplated by the LICENSOR and LICENSEE, both parties deemed it necessary to renegotiate. The underlying intent of this LICENSE is that CALTRANS be able to continue its construction to completion without impairing the Coast Guard mission and current or future federal interest in the land or diminishing the value of the federal lands on YBI or by creating environmental liabilities or tort liability for the United States.

TERMS AND CONDITIONS OF THE LICENSE

The LICENSOR grants to the LICENSEE the non-exclusive right to use the described premises together with the non-exclusive right of ingress and egress upon the property of Coast Guard Sector San Francisco, Yerba Buena Island, California. This license is granted at no cost due to the benefit to the general public.

1. **Term.** This LICENSE shall be in effect for the period from July 1, 2009 to June 30, 2015.
2. **Assignment of LICENSE.** This LICENSE shall be neither assignable nor transferable by the LICENSEE. No permanent interest in the real property subject to this LICENSE shall vest in the LICENSEE.
3. **Termination/Revocation.**

By LICENSOR: the LICENSOR may revoke this LICENSE and reenter and take possession of the PREMISES:

- a. If the LICENSEE does not cure any violations of the terms of this LICENSE within fifteen (15) days of the receipt of notice of the violations from the LICENSOR; or
- b. If the property is declared excess, or is legislatively transferred by the United States Congress to another entity; or
- c. In case of war or national emergency or any other imminent or substantial security threat that requires the LICENSOR'S exclusive use of the PREMISES; or
- d. If any of the information provided to the LICENSOR by the LICENSEE in its application for this LICENSE or at any time during the course of the LICENSE is discovered to be false, fraudulent, or materially incorrect; or
- e. At any time, by giving at least thirty (30) days' notice in writing to the LICENSEE. Said notice shall be computed commencing with the day after the date of mailing of the termination notice.

By LICENSEE: the LICENSEE may surrender this LICENSE at any time by giving thirty (30) days written notice of termination to the LICENSOR at the above address.

This LICENSE may be revoked at any time by the mutual consent of both parties.

4. **Permits, Licenses and Taxes.** The LICENSEE is responsible for obtaining all local, state or federal permits, licenses or other necessary regulatory authorizations to carry out any of the purposes of this LICENSE set forth in this document, and is responsible for the payment of any state or local taxes generated by its activities on the PREMISES.
5. **Laws.** The LICENSEE shall comply with all applicable federal, state and local laws or regulations pertaining to any activities conducted on the PREMISES.
6. **Scope.** Except for the construction of the new eastern span of the San Francisco-Oakland Bay Bridge, no alteration of existing premises or facilities, or construction of permanent improvements shall be made without the written approval of the LICENSOR. Any structure or device erected or installed without LICENSOR'S written consent, or with written consent and is later found to interfere with the proper

operation of any of LICENSOR'S equipment or facilities, shall be removed immediately upon notification from the LICENSOR and at the LICENSEE'S own expense. Upon revocation, expiration, or surrender of this LICENSE, and to the extent directed by the LICENSOR, the LICENSEE shall restore the premises or facilities, at no cost to LICENSOR to the same condition as existed on the date of entry under this LICENSE, or better, reasonable wear and tear excepted.

7. Maintenance of PREMISES. LICENSEE shall maintain the PREMISES, including buildings, if applicable, and all equipment, fixtures, and appurtenances furnished by the LICENSOR under this LICENSE, in good repair and condition.
8. Restrictions. Unless specified by this document, the LICENSEE shall at no time permit:
 - a. Access to any Coast Guard facilities or equipment except as directed by LICENSOR.
 - b. Any interference with or restrictions to the use of Coast Guard operations, equipment or access.
 - c. The removal of any LICENSOR property, of any nature whatsoever, from the premises unless authorized by the Coast Guard.
9. Damage to property.
 - a. The LICENSEE is responsible for any damage to or destruction of any property belonging to the LICENSOR, its officers, employees, contractors, agents, or guests which results from the LICENSEE'S use of the PREMISES or of its project activities on adjacent property.
 - b. The LICENSEE shall promptly repair or replace any damaged or destroyed property to the satisfaction of the LICENSOR.
 - c. In lieu of repairs or replacement, and at the LICENSOR'S discretion, the LICENSEE shall pay to the LICENSOR money in an amount sufficient to compensate for the LICENSOR for the loss sustained as a result of the damage to or destruction of the property.
 - d. LICENSEE shall consult with LICENSOR, and comply with LICENSOR specifications in restoring LICENSOR property impacted by the project activities.
 - e. LICENSEE shall, in coordination with and without cost to the LICENSOR, remove all project related security fencing at the conclusion of the project and perform a thorough external cleaning to all LICENSOR'S structures affected by project activities.
10. Restoration of the Premises.
 - a. The LICENSEE shall restore the premises to the condition in which it was received unless the Coast Guard directs LICENSEE to restore premises in a different manner.

- b. LICENSEE shall clean up and remove all trash and refuse generated by the LICENSEE'S use of the PREMISES and shall replace any property that it may have relocated during its use of the PREMISES.
- c. If the LICENSEE fails to restore the PREMISES, including the removal of trash and relocation of property, the LICENSEE shall pay any costs incurred by the LICENSOR to restore the PREMISES.
- d. LICENSEE will consult with LICENSOR on the selection of mature trees and shrubbery to replant on the PREMISES and provide the LICENSOR with a plan for replanting.

11. Access to PREMISES and Parking. The LICENSEE, its officers, employees, contractors, agents, and the participants in its activities shall enter & exit the premises by routes established in consultation with the LICENSOR'S representative (see Section 25), and shall comply with all posted traffic & parking control signs unless relief is granted by the LICENSOR'S representative. The LICENSEE and all its officers, employees, contractors, agents and guests, are advised that they are subject to all additional security measures, including access closure, which may be enacted by Coast Guard Sector San Francisco for reasons of enhanced Military or National Security at anytime.

12. General Provisions.

- a. This LICENSE will not be administrated for profit.
- b. The LICENSOR shall have unrestricted access to the PREMISES for inspection, maintenance or any other purpose.
- c. The LICENSEE shall at no time permit or allow:
 - (1) 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.
 - (2) Any controlled substances to be brought unto the premises, nor may any controlled substances be possessed, used, solicited, transferred, or sold on the premises.
 - (3) Any alcoholic beverages to be brought unto the premises.

If the LICENSEE'S equipment at any time causes interference with any of the LICENSOR'S equipment or operation, it shall be the sole responsibility of the LICENSEE to correct any interference problems, or cease operation and remove all equipment as soon as possible.

13. Specific Provisions. The LICENSEE agrees to the following:

- a. To coordinate all work with LICENSOR'S representative (see Section 25) and to immediately comply with the direction or lawful order of the LICENSOR'S representative.

b. LICENSEE will, without cost to the LICENSOR, take all reasonable actions and measures, subject to the prior approval of the LICENSOR, to ensure the safety of LICENSOR personnel, visitors and property within the project site at all times while on YBI during the project construction term. LICENSEE shall provide pedestrian and vehicle protection from overhead hazards for unrestricted access/passage through the construction site and in adjacent areas in accordance with standard safety distances. In addition, LICENSEE shall ensure all falling objects/debris in the project area are contained within 10 feet of the overhead activity designated for contractor use. If containment within the designated area cannot be provided without use of the LICENSOR's adjacent facilities, the LICENSEE will formally submit a specific plan of action for review and obtain permission by the LICENSOR 14 days prior to any use of the LICENSOR's adjacent facility. The LICENSEE at their expense shall relocate all LICENSOR's equipment and required personnel as necessary for the duration of the overhead activity.

c. Provide a construction activity schedule a minimum of 14 days in advance of the commencement of construction activities on the PREMISES and provide regular updates to this schedule as necessary to reflect any changes. LICENSEE will further provide LICENSOR with a minimum of 5 days advance notice of any activities, including but not limited to blasting, which have a potential to injure, damage, or impact LICENSOR personnel, equipment, facilities and/or activities and any plans to eliminate impacts to the LICENSOR.

d. To maintain LICENSOR's unrestricted (24/7/365) access to its property for all pedestrians, vessels, and vehicles. 24/7/365 access requirement can be relaxed in increments of up to 15 minutes. However, it cannot be relaxed in such a way as to exceed cumulatively more than 15 minutes of relaxed access. Restricted access greater than 15 minutes requires 14 days advance notice, in writing to the LICENSOR. LICENSOR may deny the request if it will affect the efficient operation of the Coast Guard mission or Coast Guard personnel, employees, or contractors. LICENSEE is solely responsible to coordinate all project activities across LICENSEE's multiple contracts to insure delays cumulatively applied by each contract do not violate the 15 minute provision.

e. LICENSEE shall not create any (regardless of 15 minute allowance) traffic delays during peak facility commute times Monday through Friday from 6:30AM to 8:30AM; 1:30-3:30PM, or during special events declared by LICENSOR (time periods for special events shall be coordinated by the LICENSOR's on-site representative). In addition, LICENSEE shall provide traffic control on the portion of McCalla Road (lower portion) between Southgate road and the LICENSOR's base. Traffic control will consist of the use of flaggers. This traffic control shall be in operation Monday through Friday 6:30 am to 3:30 pm and when necessary. LICENSEE must be ready to assist Coast Guard security with traffic control in emergencies incidences, fire, spills, etc.

f. Emergency access is defined as an egress route or plan on-the-spot to detour around an unforeseen project related event blocking access to the LICENSOR premises on YBI, such as, but not limited to equipment collapse, road failures, fire, landslides, etc. The LICENSEE will provide emergency access to Coast Guard facilities on YBI within thirty (30) minutes of any incident completely blocking access. LICENSEE may be required to provide water taxi service to Coast Guard facilities during periods of project activities or emergencies that block, severely alter or delay vehicle access to the island. Coast Guard required emergency access to accomplish mission, vice project-related access may require LICENSEE to immediately 'clear an accessible path' for CG vehicle access at no-cost to the LICENSOR.

g. To provide, without cost to the LICENSOR, all necessary real property descriptions, including metes and bounds legal descriptions and drawings, prepared by a registered land surveyor, for all documents the LICENSOR must prepare as a result of the LICENSEE'S activities upon its property or for mitigation of LICENSEE'S impacts to LICENSOR.

h. LICENSEE must submit drawings, including profile contours and property boundaries for both the temporary and permanent realignments of the lower portion of Macalla Road and its access from LICENSOR controlled property for LICENSOR review, comment and concurrence. LICENSEE will fully describe the environmental impacts of road construction upon LICENSOR controlled property on the drawings. LICENSEE will be responsible for all environmental documentation required including mitigation measures required for the project.

i. LICENSEE will, at its own expense and in coordination with the LICENSOR'S representative, provide for the continued physical security needs of the LICENSOR in the PREMISES at YBI through the erection of a perimeter security fence to LICENSOR specifications, and will provide for additional security coordination, including non-project access closure, when necessary for reasons of enhanced Military or National Security Threat Conditions. The effect will be to provide the LICENSOR a continuous secure perimeter during the entire license period of construction on YBI. Once the YBI portion of the project has been completed, LICENSEE will at its own expense and in coordination with the LICENSOR'S representative, re-establish a permanent security fence to LICENSOR specifications along the perimeter of LICENSOR controlled property, tying into the new entrance gate system discussed in Subsection 13. j. below. If mutual agreement cannot be reached with respect to LICENSOR'S fence requirements, LICENSOR'S requirements shall prevail.

j. LICENSEE will provide, without cost to the LICENSOR, paved temporary and permanent access road and parking through the PREMISES and outside the PREMISES when necessary to ensure 24/7 access to Coast Guard facilities on YBI. These alignments will be developed in close cooperation with the LICENSOR'S own Civil Engineering personnel. Both alignments will include

provisions for oversize vehicles that regularly visit the LICENSOR facilities at YBI and will provide adequate signage for LICENSOR facilities with street lighting having the same capabilities as the present entrance gate system (programmable entrance system, security cameras, telephone, entrance card-lock & keypad system, magnetic roadway pad, etc. The permanent alignment will not include access to non-LICENSOR facilities (i.e. Building 262 - commonly referred to as "the Torpedo Facility") from LICENSOR controlled property. The permanent alignment will be constructed to State of California standards and will include a 4-foot wide pedestrian lane clear of objects such as light poles or signs. The permanent telecommunications Easement shall be located by LICENSEE adjacent to the eventual permanent alignment of the LICENSOR'S access road. Once the easement is consummated, a copy will be attached to this license for reference purposes. LICENSEE in cooperation with the LICENSOR has constructed a "secondary" entrance to the Base in addition to the "temporary" entrance described above. LICENSEE shall ensure one entrance is in use and left unobstructed at all times during the bridge project license period, subject to the 15 minute rule as stated in Section 13.d.

k. LICENSEE understands that vehicle parking on the LICENSOR facility is constrained and LICENSEE's project will require the temporary elimination of significant portions of LICENSOR's existing parking areas. LICENSEE will take all reasonable measures to ensure, without cost to the LICENSOR, that any areas available for parking during the duration of the project license period will remain accessible for LICENSOR'S use. Any parking relocation shall be mutually agreed to by both parties, and may be located on or off base. These measures may include, but are not limited to, the construction of temporary roads to access parking areas cut off from their normal access routes by the project. In addition, LICENSEE shall provide off base storage/parking areas to directly offset any parking capacity loss on the facilities at no cost to LICENSOR. These temporary roadways and parking areas will be removed by LICENSEE, at its own expense, upon the completion of the project and the areas restored to their previous condition unless the LICENSOR requests otherwise. When project related activities on the Premises have concluded, LICENSEE shall construct the replacement parking in a configuration that is mutually acceptable.

l. All pavement repairs performed by LICENSEE under Section 11.a of this LICENSE shall be of at least equal quality to the pre-existing condition of the pavement.

m. LICENSEE will control access to the PREMISES and, if requested by the LICENSOR'S representative, be able to provide the names of all personnel who are or will be present on the PREMISES.

n. LICENSEE must complete a utility study for location prior to initiating any subsurface investigation. LICENSEE will coordinate this action with the LICENSOR'S representative.

- o.** LICENSEE will, at its own expense, relocate any utilities serving the LICENSOR'S property and coordinate such actions with the LICENSOR'S representative and all appropriate parties.
- p.** LICENSEE will be responsible for any interruption to utility service caused by their actions on the PREMISES and will take immediate action, at its own expense, to place any interrupted service back into effect.
- q.** LICENSEE will, without cost to the LICENSOR, protect, maintain and repair any affected LICENSOR facilities and relocate affected utilities (telecommunications, electricity, natural gas, water, sewer, storm drainage, cable TV etc.) if necessary which serve the LICENSOR within the project construction area for the duration of the project. Any predictable interruptions of utility service will be coordinated with the LICENSOR'S representative and all appropriate parties with at least 7-day advance notice. Unpredictable interruptions of utility service will be dealt with in a responsive and efficient manner. LICENSEE will coordinate, and bear all costs associated with, the delivery of emergency utility service to the LICENSOR facilities on YBI that are necessitated by any interruptions of those utility systems by project activities, for the duration of the project. Once the project is completed, LICENSEE will prepare and execute appropriate agreements with utility owners for any such related utilities upon project property which LICENSEE controls.
- r.** LICENSEE shall assume all financial responsibility for compliance with the Native American Graves Protection and Repatriation Act (NAGPRA). If required, LICENSEE must prepare NAGPRA documentation for LICENSOR review and approval.
- s.** LICENSEE will provide LICENSOR with a copy of the fully executed final Curation Agreement with the Phoebe Hearst Museum of the University of California Berkeley.
- t.** The LICENSEE is responsible for insuring that if any unanticipated concentrations of prehistoric or historic period materials are encountered on the PREMISES it will cease all work until a qualified archaeologist, secured by the LICENSEE, can evaluate the find and make recommendations. Prehistoric materials might include obsidian and chert-flaked stone tools (e.g. projectile points or knives) or tool-making debris; culturally darkened soil ("midden") containing heat-affected rock, artifacts, or shellfish remains; and stone milling equipment (e.g. mortars, pestles or handstones). Historic-period materials might include stone, concrete or adobe footings and walls; filled wells or privies; and deposits of metal, glass and or ceramic refuse.
- u.** The LICENSEE is responsible for insuring that if human remains or objects of Native American origin (e.g. funerary objects, sacred objects, or items of cultural patrimony) are encountered on the PREMISES, work shall be halted in the area of the discovery and the LICENSOR'S representative will be notified immediately. No work shall commence in the subject area without the written approval of the LICENSOR.

- v. LICENSEE will provide LICENSOR with all data generated under its Archeological Response Protection Act (ARPA) permit, and under NAGPRA, if applicable.
- w. LICENSEE will be responsible for any documentation required for the data collection and will provide a copy of all data gathered to the LICENSOR'S designated Real Property Specialist representative as indicated in Section 25. below.
- x. LICENSEE will, for the duration of the project activities and without cost to the LICENSOR, provide adequate engineering measures are applied to ensure the stability of the steep hillside slope in the PREMISES between Treasure Island Road and the vicinity of the Coast Guard Barracks. LICENSEE will be responsible for and, without cost to the LICENSOR, will expeditiously take all reasonable actions and measures to prevent, or where prevention is not possible, to mitigate, all slides in an area up to 600 feet south of the existing Bridge for the duration of the project activities on YBI.
- y. LICENSEE will take, without cost to the LICENSOR, all reasonable long-term actions and measures to provide a firm and stable hillside within the PREMISES, through the following rainy season beginning in the first October after LICENSEE is no longer present on the Licensed slope area until the rainy season ends in the following June.
- z. LICENSEE must submit drawings of the elevations of any structure it will construct on the PREMISES, including topographic contours and excavation plans, for LICENSOR review. An elevation and/or oblique drawing must be included to show the relationship between the new structure and the surrounding LICENSOR's buildings. The drawings must be approved by the designated Real Property Specialist representative indicated in Section 25 below.
- aa. When LICENSEE dismantles the temporary detour structure that it constructs on the PREMISES as a part of the its project, LICENSEE must demolish the structure's footings to 3- feet below ground surface, and restore the ground they occupy under a plan acceptable to LICENSOR. LICENSOR shall determine what temporary underground structures/utilities are to be removed.
- bb. (1) LICENSEE will, without cost to the LICENSOR, monitor and mitigate project noise generated on YBI 85 dBA and greater from the exterior of the Sector Buildings (Bldg. 18 to 27). Coast Guard (CG) Safety and Health Policy and Occupational Medical Surveillance and Evaluation Program (OMSEP) standards require that hearing protection is required when noise levels are 85 dBA or greater. Additionally, this is the threshold at which personnel would be required to enter into the CG OMSEP for hazardous noise exposure. In order to mitigate permanent hearing damage to CG personnel that are affected for any periods where the noise will exceed 85 dBA, LICENSEE will be required to take mitigation measures, including but not limited to: ear plugs, signage and other types of mitigation measures directed and approved by the Coast Guard Sector San Francisco Facility Engineer. Mitigation of project noise will also be required during special

operations or outdoor ceremonies on YBI. Mitigation measures required will be determined by the Coast Guard Sector San Francisco Facility Engineer. If construction and ambient noise levels are expected to exceed this standard, noise mitigation measures shall be planned and approved by the Sector San Francisco Facility Engineer in-advance.

(2) LICENSEE further understands that personnel in outdoor areas surrounding Buildings 18 – 27 on the LICENSOR's facilities may be exposed to unsafe levels of noise during impact type mechanical operations (i.e. pile driving) between the hours of 7:00AM to 7:00PM. LICENSEE will perform vibration monitoring and provide a weekly report to the Sector San Francisco Facility Engineer. Sensors will be set up adjacent to Buildings 25 and 27. If vibration becomes intolerable for operations at the Sector, LICENSEE will be alerted and mitigate the issues. Mitigation for generated impact noise includes but is not limited to adequate safety advisory signage, as well as hearing protection stations for use by any of the LICENSOR's personnel or visitors exposed in the defined zones. Additionally, LICENSEE will take all reasonable means necessary at no cost to the LICENSOR to coordinate "no pile driving" periods to minimize disruption to base operations. The length and time period for the "no pile driving" period will be mutually agreed upon by the LICENSOR's and LICENSEE's site representative.

In order to monitor and to mitigate noise pollution for Coast Guard members and their families living in Coast Guard housing on YBI, noise measurements for work during the hours of 7:00PM to 7:00AM (evening hours) shall be taken at QTRS 9 (external reading), at locations adjacent to structures, and in line with source noise or any occupied space on the LICENSOR's property as deemed necessary by the LICENSOR's on-site representative. Coast Guard Sector San Francisco Facility Engineer may require additional noise samplings by LICENSEE's noise engineer at LICENSEE's expense at a frequency not to exceed twice a month. The LICENSEE's engineer shall provide reports and sampling data from the noise sampling within 12 hours of the noise measurements. The contractor shall provide the LICENSOR with all noise reports and sampling data obtained by the noise engineer within 24 hours of its receipt from the noise engineer. At any time that the project noise exceeds 78 dBA (external) between the hours of 7:00PM and 7:00AM (5 dBA over present ambient noise levels of 73 dBA based on noise survey conducted on April 4, 2002), affected LICENSOR personnel and/or families shall be relocated at LICENSEE's expense to agreed upon area hotels for the duration of the excessive noise activity.

(3) LICENSEE will provide two (2) weeks advance warning to the LICENSOR's representative of periods of noise exceeding the criteria set forth when occasioned by necessary construction work on or near the PREMISES. Relocation shall include, at no cost to resident or LICENSOR, the boarding of affected resident's pets. Lists of qualified residents and dependents (updated by

the LICENSOR as necessary) will be provided LICENSEE at least three (3) days prior to any scheduled relocation. In addition to the actual relocation costs, LICENSEE will pay for both the temporary lodging and parking for any qualified LICENSOR members or dependents under this relocation provision. Per diem will be paid directly to relocated LICENSOR residents by LICENSEE.

ee. LICENSEE will provide, at its own expense, a scheduled transportation service to transport relocated LICENSOR members to and from their YBI duty stations, at the beginning and end of their scheduled duty shifts, for the duration of their relocation. Should noise, dust or debris exceed the criteria set forth or conditions become unsafe for employees, LICENSEE shall cease all work until all safety issues are resolved to the Coast Guard's satisfaction.

ff. LICENSEE shall provide areas or a traffic plan that allows any vehicle to turn around or clear the base entrance access queuing when the entrance gate is closed due to elevated security levels, etc. In addition, No blockage of Coast Guard residence driveways or access roads shall occur at any time.

gg. Any mitigation impacts, including air mitigation, shall be agreed to by mutual consent of both parties. If mutual agreement cannot be reached, mitigation requirements shall prevail. In addition, any road damage that adversely impacts Coast Guard vehicles, government or personal, shall be repaired by the LICENSEE at no cost to the government. Said repairs shall be approved by both parties.

hh. LICENSEE has demolished and removed Building 206 (Qtrs. 8 garage/guest house). When licensed period project related activities on the Premises have concluded, the LICENSEE, if requested by LICENSOR, shall provide a replacement of equal functional utility, of a mutually acceptable design that will visually compliment any nearby historic structures on the original site, or provide compensation to the LICENSOR of equal value. If the capability provided by Building 206 is provided on another mutually acceptable site as determined by the LICENSOR, the original site will be restored to match the surrounding area. If mutual agreement cannot be reached, LICENSOR's requirements shall prevail.

ii. Attachments 1 and 2, attached hereto and made a part hereof, depict the area used to construct temporary parking areas to be utilized in connection with a proposed stairway to be constructed to alleviate access issues to the Coast Guard Facility located on YBI. When use of the temporary parking areas are no longer required, or at the conclusion of the project, the LICENSEE, to the extent directed by the LICENSOR's representative, shall remove all alterations and additions made, or installed, and restore the premises to the same, or better condition, as existed on the date of entry under this LICENSEE. LICENSOR may, in its sole and absolute discretion, request LICENSEE to abandon all alterations and additions constructed on the licensed premises under this license.

14. Liability. The LICENSEE shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the LICENSOR.

15. Indemnification.

- a. LICENSEE shall indemnify and hold harmless the United States, the Coast Guard, its officers, agents, servants and employees, from any and all liability, including the death, dismemberment, or any other or injury to any persons, or loss or damage to the property of any persons, which may result from the use of the PREMISES by the LICENSEE.
- b. LICENSEE shall indemnify and hold harmless the LICENSOR against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by LICENSOR as a result of any act, default, or omission of the LICENSEE, its officers, employees, contractors, agents, or guests or the participants in its activities in connection with the LICENSEE's use of the premises or for any injuries sustained by any individual who has come on the premises as a result of the LICENSEE's use of the premises and may be injured in the course of participating in an inherently hazardous activity, an athletic activity, or another recreational activity while on the premises, whether or not the activity is a sanctioned part of the LICENSEE's use of the premises.
- c. The LICENSEE further agrees to indemnify and hold the LICENSOR harmless for any public or private environmental claims or liabilities arising from use of the described premises pursuant to this LICENSE or associated projects.
- d. Alcoholic beverages are prohibited during the LICENSEE's use of the PREMISES. The LICENSEE shall indemnify and hold harmless the LICENSOR against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by LICENSOR as a result of any act or omission, no matter whether the act or omission occurs on or off the installation, following the consumption of alcohol at the PREMISES by the LICENSEE, its officers, employees, contractors, agents, or guests or the participants in its activities.
- e. LICENSEE shall indemnify and hold harmless the LICENSOR against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by LICENSOR as a result of any act, default, or omission of the LICENSEE, its officers, employees, contractors, agents, or guests or the participants in its activities in connection with the use of the premises under this LICENSE.
- f. LICENSEE shall indemnify and hold harmless the LICENSOR against all actions, claims, demands, liabilities, and damages that may arise from any listed hazards and the LICENSEE'S potentially incompatible use of the premises.

- 16. Insurance.** The LICENSEE is a self insured entity. LICENSEE shall provide a Letter of Self-Insurance. This LICENSE is not valid without a Letter of Self-Insurance.
- 17. Non-Discrimination.** The LICENSEE, 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 LICENSE, 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 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 the LICENSEE.
 - c. That the LICENSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted programs of the Department of Homeland Security-Effectuation of Title VI or the Civil Rights Act of 1964, and as said regulations may be amended.
- 18. Title VI.**
- a. The LICENSEE or the LICENSEE'S successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 01 et.seq.) and the regulations issued pursuant thereto.
 - b. The LICENSEE has executed the Standard Department of Homeland Security Title VI Assurances, an executed copy of which is attached as Exhibit "D" and is hereby made a part of this LICENSE. The LICENSEE accepts the provisions of the Assurances as part of the terms, conditions, and covenants of this LICENSE.
 - c. In the event of breach of any of the terms, conditions, and covenants of the Standard Department of Homeland Security Title VI Assurances, the United States shall have the right to terminate the LICENSE and reenter and repossess said land and the government facilities thereon, and hold same as if said LICENSE had never been made or issued.
- 19. Officials Not to Benefit.** No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this LICENSE or any benefit to arise there from, but this provision shall not be construed to extend to this LICENSE if made with a corporation whose membership includes a member or delegate to Congress or Resident Commissioner, who indirectly receives a general benefit from this LICENSE.

- 20. Covenant Against Contingent Fees.** The LICENSEE warrants that no person or selling agency has been employed or retained to solicit or secure this LICENSE upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For Breach or violation of this warranty, the LICENSOR shall have the right to annul this LICENSE without liability or in its discretion recover from the LICENSEE the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration if any, herein set forth.
- 21. Architectural Barriers Act responsibilities.** The LICENSEE hereby accepts any and all responsibilities the LICENSOR may have under the Architectural Barriers Act of 1968, as amended, 42 U.S.C 4151 et. seq. (hereinafter referred to as the Act), regarding the PREMISES. Specifically, any alterations done to any buildings encompassed by this LICENSE shall be done according to the accessibility standards set by the General Services Administration in accordance with the Act.
- 22. Nondiscrimination on the Basis of Handicap in Program and Activities.** LICENSEE shall use the PREMISES in compliance with the regulations in 49 C.F.R. Parts 21 and 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting From Federal Financial Assistance" respectively. LICENSEE understands that persons or organizations which are allowed the use of Federal property without having to pay the full fair market rental consideration are treated as having received Federal Financial Assistance. This LICENSE is not valid unless prior to the execution of this LICENSE, the LICENSEE has signed the Standard Department of Homeland Security Title VI Assurances form (a copy of which is attached to and made a part of this LICENSE).
- 23. Governing Law and Regulations.** The LICENSEE, its officers, employees, contractors, agents, and guests and the participants in its activities, while on the Coast Guard installation are subject to all applicable Federal, state, and local laws, regulations, directives, and orders, including those issued by the LICENSOR or a designated representative, including the installation's Officer of the Day, Master at Arms, or a member of the installation's security force.
- 24. Environmental Issues, Documentation and Protection.**
- a. LICENSEE has completed and submitted to LICENSOR for review an Environmental/NEPA Analysis Checklist.
 - b. The LICENSEE may not unlawfully pollute the air, ground, or water, nor create a public nuisance. The LICENSEE shall, at no cost to the LICENSOR, promptly comply with all applicable federal, state, and local laws, regulations, and directives regulating the quality of the environment. This does not affect the LICENSEE'S right to contest the validity of such laws, regulations, or directives or to try to enjoin their applicability. LICENSEE will be responsible

for all environmental documentation including mitigation measures required for the project.

- c. The LICENSEE acknowledges that the potential for release of hazardous substances and/or contamination exists on the PREMISES and that the LICENSEE shall take all reasonable measures to protect human health and the environment and minimize disruption to existing hazardous substances and/or contamination, and prevent any new releases and/or new exposure pathways. LICENSEE will be responsible for any new releases and/or new exposure pathways from any known and/or potential sources of hazardous substances from surface or subsurface soil, surface and ground water, and/or air. LICENSEE will contain, handle and dispose of all potential contamination or hazardous substances or materials.
- d. LICENSEE acknowledges that it must take special precautions to prevent further contamination of LICENSOR property when excavating in the area of the diesel fuel plume southwest of Building 270, and on the former shoreline landfill adjoining LICENSOR property. LICENSEE must submit its mitigation measures to LICENSOR in advance for review.
- e. The LICENSEE shall use all required means to protect the environment and natural resources from any damage arising from the LICENSEE'S use of the PREMISES and activities incident to its use. If any damage results to the environment or natural resources, the LICENSEE shall restore the environment or damaged resources.
- f. The LICENSEE agrees to comply with all applicable federal, state and local environmental laws and regulations, including but not limited to those laws concerning any petroleum products, toxic substances, medical wastes and hazardous materials, substances or wastes.
- g. The LICENSEE will contain, handle, and dispose of all lead-based materials in a proper manner and restore the premises, at least, its current condition following its work on the premises.
- h. The LICENSEE will not dispose of any contaminated materials or soil on LICENSOR controlled federal property.
- i. In the event that any significant additional environmental information or documentation to the LICENSEE'S Final Environmental Impact Statement (EIS) dated May 8, 2001, is needed to comply with any Federal, State or local law or regulation, the LICENSEE will, without cost to the LICENSOR, ensure such compliance.
- j. LICENSEE must prepare and complete adequate environmental documentation for all environmental impacts, known or unknown, whether or not specifically listed in this LICENSE and for temporary and permit construction projects, and provide this documentation to the LICENSOR for review.
- k. Any site-specific environmental documentation that is not available at the time this LICENSE is executed shall be provided to the LICENSOR for its review at the earliest possible date.

- l. LICENSOR shall be informed of the qualifications of contractors performing abatement work that requires certified personnel. LICENSOR shall be informed, in advance, of the procedures that will be followed by contractors, and health and safety measures that will be employed to protect LICENSOR personnel, employees, contractors, agents and guests.
- m. For all hazardous materials removed from the PREMISES, including but not limited to, lead based paint and asbestos containing materials, the LICENSEE shall be provided documentation that such wastes were hauled by a licensed carrier to an approved facility for disposal. LICENSOR shall be given copies of all manifests.
- n. LICENSEE shall, without cost to the LICENSOR, prevent surface water runoff from carrying sediment into San Francisco Bay. LICENSEE shall provide for LICENSOR review, copies of each Storm Water Prevention Plan (SWPPP) prepared by its contractors for the PREMISES. LICENSEE is responsible for coordinating its SWPPPs with LICENSOR SWPPP.

25. Designation of Principal Representatives.

- a. Mark Shindler is designated as the LICENSEE'S principal representative and on-site representative of the LICENSEE and may be contacted at telephone/fax number (510) 286-5319/ (510) 286-5379
- b. The Coast Guard Sector San Francisco Engineering Officer is designated as the LICENSOR'S on-site representative. The representative is ENG3 Gregory Ressio and can be contacted at telephone number (415) 399-3536.
- c. The representative for Sector San Francisco Facility Engineering is LT Joseph McPherson and can be contacted at telephone number (415) 399-3504.
- d. The representative for all real estate (contractual) matters pertaining to the license is MLCPAC(s), Ms. Beverly Freitas, Senior Real Property Specialist, telephone number (510) 637-5527. The LICENSEE shall be responsible for coordinating its use of the PREMISES and any revisions to the requirements of this license with Ms. Freitas the LICENSOR'S Real Property Specialist representative.

26. Exhibits. The following exhibits are attached and made a part hereof:

- (1) Exhibits "A" & "B" - Drawing depicting areas covered under the license in yellow.
- (2) Exhibit "C" - Aerial depicting temporary parking area in green.
- (3) Exhibit "D" - Standard Department of Homeland Security Title VI Assurances.
- (4) Exhibit "E" - Letter of Self-Insurance.

27. Notification. The LICENSEE shall notify all of its officers, employees, contractors, agents, or guests who will use the PREMISES of the terms of this LICENSE and that

they are required to comply with all applicable terms of this LICENSE if they enter the PREMISES.

28. Entire Agreement. This LICENSE, with exhibit(s) constitutes the primary agreement between the LICENSOR and the LICENSEE. Any prior understanding or representation of any kind, which proceeded the date of this LICENSE, is not binding on either party, except to the extent the understandings are incorporated into this LICENSE.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates below written:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

UNITED STATES OF AMERICA
UNITED STATES COAST GUARD

By: 
R. A. MACPHERSON
Deputy District Director
Right of Way

By: 
J. GORDON TOWNLEY
Real Property Specialist
U. S. Coast Guard
Civil Engineering Division MLC PAC

Date: 6/22/09

1 JUN 29 2009

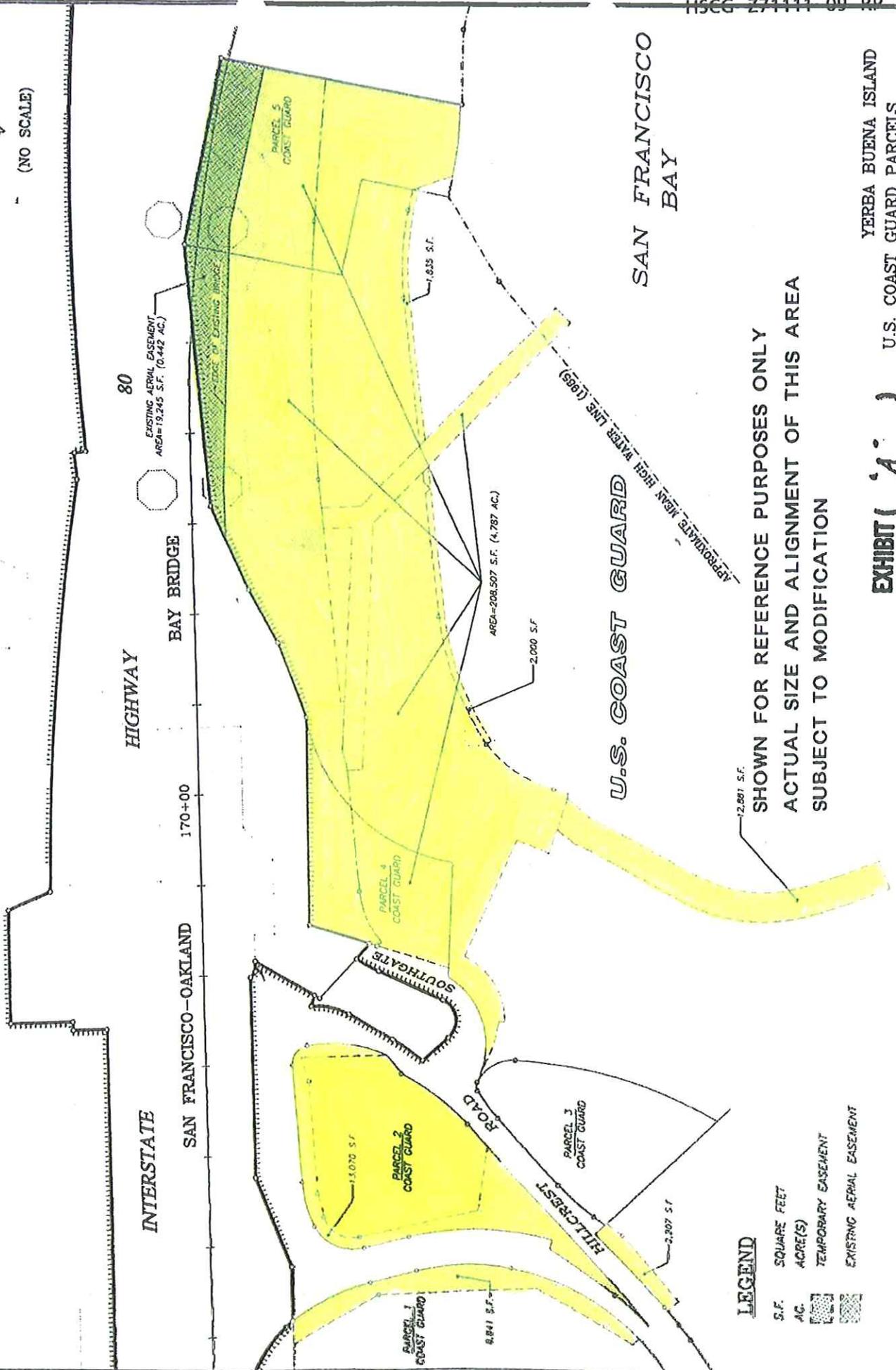
U.S. NAVY

YERBA BUENA ISLAND

NOTES:

- 1) TOTAL TEMPORARY EASEMENT AREA=249,341 S.F. (5.724 AC.)
- 2) TOTAL EXISTING AERIAL EASEMENT AREA=19,245 S.F. (0.442 AC.)

(NO SCALE)



SAN FRANCISCO BAY

U.S. COAST GUARD

LEGEND

- S.F. SQUARE FEET
- AC. ACRE(S)
- TEMPORARY EASEMENT
- EXISTING AERIAL EASEMENT

SHOWN FOR REFERENCE PURPOSES ONLY
ACTUAL SIZE AND ALIGNMENT OF THIS AREA
SUBJECT TO MODIFICATION

EXHIBIT ('A') U.S. COAST GUARD PARCELS
YERBA BUENA ISLAND

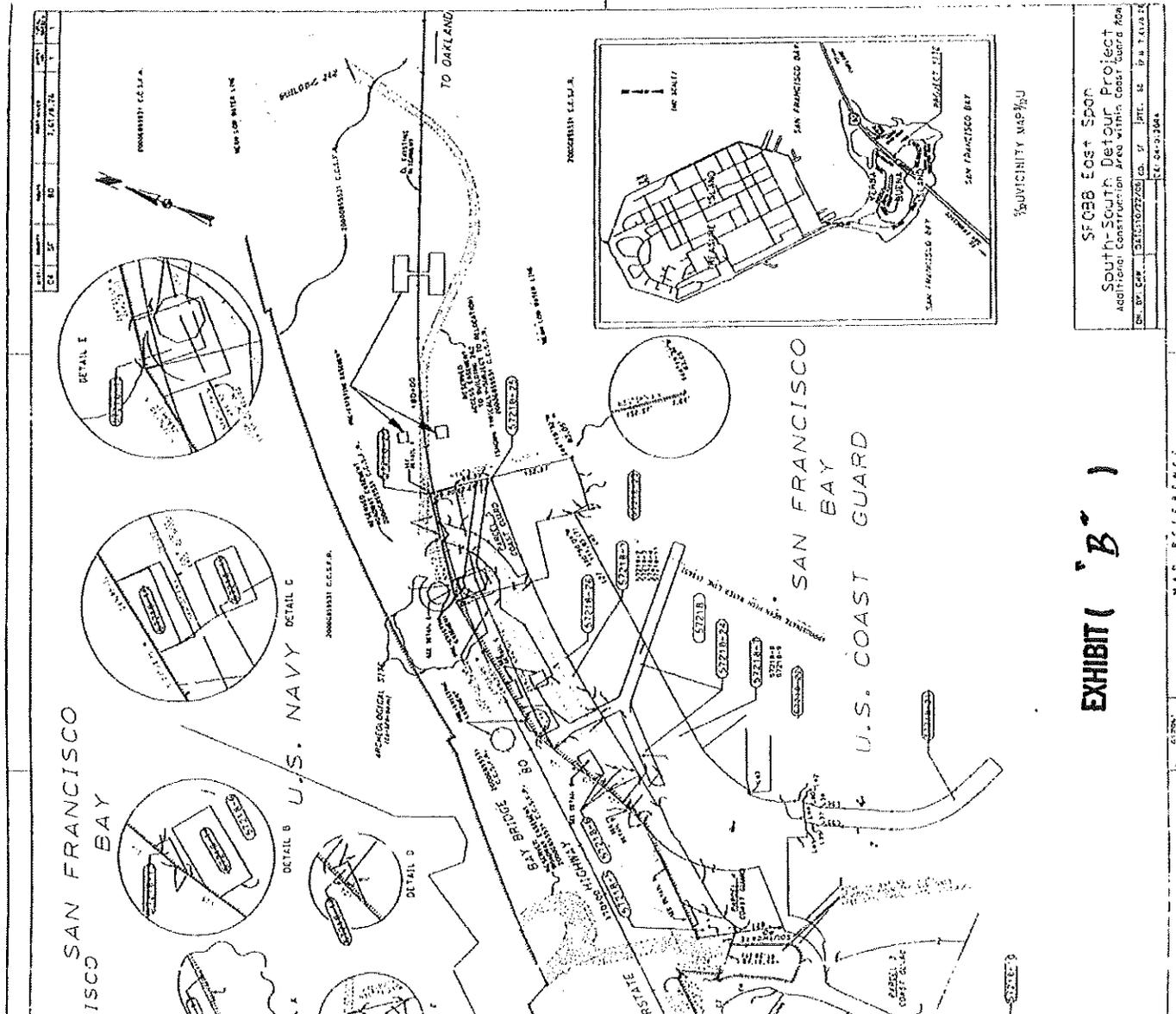


EXHIBIT (' B ')



EXHIBIT ("e")

EXHIBIT "D"

STANDARD DHS TITLE VI ASSURANCE

The **STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION** (Recipient) agrees that, as a condition to receiving any federal financial assistance from the Department of Homeland Security, it will comply with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC §2000d - 42 USC §2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 6, Code of Federal Regulations, Department of Homeland Security, Subtitle I, Office of the Secretary, Part 21, Nondiscrimination on the basis of race, color, or national origin in programs or activities receiving Federal financial assistance from the Department of Homeland Security, which effectuate Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Homeland Security, including the United States Coast Guard, and **HEREBY GIVES ASSURANCE THAT** it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations. More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its License.

1. That the Recipient agrees that each "program" and each "facility" as defined in the Regulations, will be (with regard to a program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with this License and, in adapted form in all proposals for negotiated agreements:

The **STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION** in accordance with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC §2000d to 2000d-4 and Title 6, Code of Federal Regulations, Department of Homeland Security, Subtitle I, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Homeland Security issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, this assurance shall extend to the entire facility and facilities operated in connection therewith.
5. That where the Recipient receives federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
6. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods:

EXHIBIT "D"

- a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b) the period during which the Recipient retains ownership or possession of the property.

7. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Homeland Security or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

8. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contract, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Homeland Security under the License and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the License.

The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION


 By R. A. MACPHERSON
 Deputy District Director
 Right of Way

6/22/09
 Date

EXHIBIT "D"

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Homeland Security (hereinafter, "DHS") Title 6, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of material or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the United States Coast Guard to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient, or the United States Coast Guard, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the United States Coast Guard may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the United States Coast Guard may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interest of the Recipient and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



State of California • Arnold Schwarzenegger, Governor
State and Consumer Services Agency

DEPARTMENT OF GENERAL SERVICES
Administration Division
Office of Risk & Insurance Management

June 22, 2009

United States Coast Guard

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2009 TO JUNE 30, 2010
RE: YERBA BUENA ISLAND LICENSE FOR
BAY BRIDGE RETROFIT

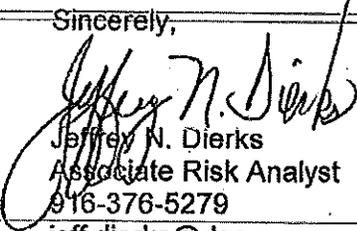
To Whom It May Concern:

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

The Ziggurat • 707 Third Street, First Floor • West Sacramento, California 95605-2811 • (916) 376-5300

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 'E'

