



RESOLUTION APPROVING THE SETTLEMENT AGREEMENT AND APPROPRIATION OF \$2,000,000 FOR LANDSCAPING WORK ON THE PRESIDIO PARKWAY PUBLIC-PRIVATE PARTNERSHIP PROJECT

WHEREAS, In August 2016, the California Transportation Commission approved a settlement agreement between Caltrans and Golden Link Concessionaire (GLC), its developer on the Presidio Parkway Public-Private Partnership Project (P3 Project), which included reducing the scope of work to be performed by the GLC in the areas of landscaping and some civil works; and

WHEREAS, Caltrans anticipated that the scope of work from which GLC was being relieved could be delivered more cost-effectively by the Presidio Trust, given the Presidio Trust is the landowner and better able to coordinate landscaping with its own Parklands project above the parkway tunnel tops; and

WHEREAS, Over the past year, Caltrans, and the Transportation Authority as a funding partner, have been actively working with the Presidio Trust to determine the detail and scope of the remaining P3 Project obligations and negotiating the transfer of remaining work to the Trust; and

WHEREAS, Ultimately, the parties opted to proceed with the transfer of landscaping scope to the Presidio Trust with a financial contribution from Caltrans, the Transportation Authority, and the Metropolitan Transportation Commission which will allow the Presidio Trust to pursue their vision for the area, while enabling Caltrans to ensure delivery of the project and secure property rights for the parkway within the Trust lands so that GLC could operate and maintain the facility for the duration of the concession; and

WHEREAS, The Proposed Settlement requires a \$37 million contribution from the state, with \$2 million to be provided by the Transportation Authority and \$15 million from the Metropolitan Transportation Commission for a total of \$54 million; and



WHEREAS, While Caltrans will finish the remaining non-landscaping work through the P3 Agreement with GLC, the Presidio Trust will be responsible for delivering the landscaping and mitigation work that was relieved from GLC, including some environmental commitments outlined in the Final Environmental Impact Statement/Environmental Impact Report; and

WHEREAS, The requested appropriation is conditioned on all parties approving and signing the Settlement Agreement (the California Transportation Commission approved the terms of the Settlement Agreement on March 22, 2018 and the Metropolitan Transportation Commission is scheduled to consider approval of its contribution later this month); and

WHEREAS, There are sufficient funds in the Capital Expenditures line item of the Transportation Authority's approved Fiscal Year 2017/18 budget and proposed Fiscal Year 2017/18 budget amendment to cover the proposed action; now therefore be it

RESOLVED, That the Transportation Authority hereby approves the Settlement Agreement between Caltrans, the Transportation Authority and the Presidio Trust for the Trust to complete the remaining landscaping work on the Presidio Parkway P3 Project; and be it further

RESOLVED, That the Transportation Authority hereby appropriates \$2,000,000 in Prop K funds for the Presidio Parkway – Landscaping/Settlement Agreement project, as detailed in the attached allocation request form; and be it further

RESOLVED, That the Transportation Authority finds the appropriation of these funds to be in conformance with the priorities, policies, funding levels, and prioritization methodologies established in the Prop K Expenditure Plan and Strategic Plan; and be it further

RESOLVED, That the Transportation Authority hereby authorizes actual expenditure (cash reimbursement) of funds to take place subject to the Fiscal Year Cash Flow Distribution Schedule detailed in the allocation request form; and be it further

RESOLVED, That the Capital Expenditures line item for subsequent fiscal year annual



budgets shall reflect the maximum reimbursement schedule amount adopted and the Transportation Authority does not guarantee reimbursement levels higher than those adopted; and be it further

RESOLVED, That as a condition of this authorization for expenditure, the Executive Director shall impose such terms and conditions as are necessary for the project sponsor to comply with applicable law and adopted Transportation Authority policies; and be it further

RESOLVED, That as a condition of this authorization for expenditure, the project sponsor shall provide the Transportation Authority with any other information it may request regarding the use of the funds hereby authorized; and be it further

RESOLVED, That the Capital Improvement Program of the Congestion Management Program is hereby amended, as appropriate.

Attachments:

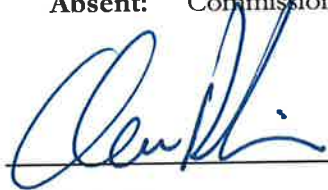
1. Settlement Agreement
2. Prop K Allocation Request Form



The foregoing Resolution was approved and adopted by the San Francisco County Transportation Authority at a regularly scheduled meeting thereof, this 10th day of April, 2018, by the following votes:

Ayes: Commissioners Breed, Cohen, Fewer, Peskin, Ronen, Sheehy, Stefani Tang and Yee (9)

Absent: Commissioners Kim and Safai (2)

 4-24-18
Aaron Peskin Date
Chair

ATTEST:  4/30/18
Tilly Chang Date
Executive Director

SETTLEMENT AGREEMENT

Recitals

A. The State of California, acting by and through its Department of Transportation (“Caltrans”), the San Francisco County Transportation Authority, a county transportation authority (“SFCTA”) and the Presidio Trust, a wholly owned government corporation of the United States of America (the “Trust”) (each, a “Party” and collectively, the “Parties”) have encountered certain disputes related to and ancillary to the completion of the Doyle Drive Replacement Project (“Project”) that runs through land managed by the Trust.

B. The parties entered, and now have certain disputes arising out of, that certain AGREEMENT AMONG THE PRESIDIO TRUST AND THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION AND THE SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY FOR ENTRY ON TO REAL PROPERTY NEEDED FOR THE CONSTRUCTION OF THE SOUTH ACCESS TO THE GOLDEN GATE BRIDGE, DOYLE DRIVE REPLACEMENT PROJECT IN SAN FRANCISCO, as of July 16, 2009 (as amended, collectively, the “Right of Entry Agreement” or the “ROE”).

C. This Settlement Agreement (this “Agreement”) sets out the terms of the Agreement that the Parties have reached to avoid further dispute and litigation. Once executed, this Agreement is binding on the Parties, and may be enforced in accordance with its terms.

Agreement

Caltrans, SFCTA and the Trust agree as follows:

1. **Condition Precedents to this Agreement**

The parties understand and agree that this Agreement is subject to the following preconditions, as set forth below, all of which must be satisfied in order for this Agreement to be effective:

- a. The California Transportation Commission (“CTC”) must approve in full the funding request for the obligations of Caltrans under this Agreement, as set forth below in paragraph d. of this provision and as set forth in subparagraph 2a below. The parties understand and agree that Caltrans will prepare all necessary documents and will take all reasonable steps to ensure that funding in full for the

obligations of Caltrans under this Agreement is on the agenda for approval as a book item for a new project during the CTC's March 21-22 2018 meeting and that the funding, as set forth below, is approved at that time. Caltrans will not support or advocate that any portion of the state funds come from SFCTA county STIP share. The parties understand and agree that this Agreement must be signed prior to setting the matter on the CTC Agenda.

- b. SFCTA must approve its funding obligation in full under this Agreement, as set forth below in paragraph e. of this provision. The parties understand and agree that SFCTA will prepare all necessary documents and will take all reasonable steps to ensure that funding in full for the obligations of SFCTA under this Agreement is approved by not later than April 10, 2018. The parties understand and agree that this Agreement must be signed prior to setting the matter of the SFCTA agenda.
- c. Upon approval by the CTC of the Caltrans funding described in paragraph d. below, and by not later than March 22, 2018, the Trust must execute the amendment to the ROE, substantially in the form attached hereto as **Exhibit A**.
- d. Caltrans's funding obligation under this Agreement is \$52 million, provided that, as a condition to effectiveness, Metropolitan Transportation Commission has authorized, by not later than April 25, 2018, \$15 million of such amount to be reimbursed to Caltrans.
- e. SFCTA's funding obligation under this Agreement is \$2 million, to be paid directly to the Trust, in accordance with Paragraph 2.

In the event that any of the foregoing conditions set forth above are not satisfied by the applicable date for satisfying each condition, this Agreement and the executed amendment to the ROE shall be null and void. In the event that this Agreement is made null and void pursuant to this Paragraph 1, the Parties agree that this Agreement and all related settlement documents and communications between the Parties will be subject to the applicable protections of California Evidence Code Sections 1152 and 1154 and Federal Rule of Evidence ("FRE") 408.

2. Payment to the Presidio Trust

Caltrans and SFCTA will pay the Trust the sum of \$54 million (\$54,000,000), (\$52 million to be paid by Caltrans (which includes the Initial Settlement Amount Installment and \$47 million (\$47,000,000) of the Final Settlement Amount Installment) and \$2 million to be paid by SFCTA), (collectively, the "Settlement Amount"). The Settlement Amount will be paid in two installments as described below:

- a. \$5 million (\$5,000,000) (the “Initial Settlement Amount Installment”) will be paid to the Trust (in accordance with Paragraph 7) on a date not more than 30 days after satisfaction of the following conditions: (i) the date that all funding obligations for the full Settlement Amount are approved pursuant to Paragraph 1 above, and (ii) the date upon which the Caltrans Work is complete (including, without limitation, preliminary close-out of all permits so the Trust may proceed with its work in accordance with the terms of this Agreement). Notwithstanding anything to the contrary, including, without limitation, subsequent failure of the Condition Subsequent (as defined in subparagraph 4h), the Initial Settlement Amount Installment is not refundable by the Trust for any reason. If this Agreement is subsequently terminated, payment of the Initial Settlement Amount Installment will not limit, waive, or set off any claims of any kind made by the Trust.
- b. \$49 million (\$49,000,000) (the “Final Settlement Amount Installment”) will be paid to the Trust (in accordance with Paragraph 7) on a date not more than 30 days after the satisfaction of the following conditions: (i) the date that the Initial Settlement Installment was paid to the Trust (with all conditions to payment of the Initial Settlement Amount Installment, as described in subparagraph 2a above, having previously been satisfied), and (ii) the date upon which the Condition Subsequent is satisfied.

For purposes of the Caltrans payment(s), Payee shall be referred to as the “Presidio Trust”.

The Trust agrees to expend not less than the received Settlement Amount for costs related to the Trust Work (as defined below) and for other costs related to rehabilitating and improving the Premises (as defined in the ROE).

3. **Work to be Completed by Caltrans**

- a. Caltrans, through its contractor, and at no cost to the Trust, will complete the work described in **Exhibit B** to this Agreement and the work that Caltrans determines is required to return the Premises in a safe and stable condition (collectively, the “Caltrans Work”). Caltrans agrees that after applicable Trust permits have been closed-out on a preliminary basis pursuant to subparagraph 3b below: (i) for the parts of the Premises that are not within the Highway Easement Area (as defined in **Exhibit D** to this Agreement), such areas are released to the Trust and the Trust may thereafter use such areas and proceed with work in such areas, and (ii) for the parts of the Premises that are within the Highway Easement Area), subject to the terms of this Agreement, the Trust may thereafter proceed with the Trust Work (as defined below) in such areas. The Caltrans Work shall be completed and the Premises shall be returned to the Trust by no later than May 31, 2018, conditioned

upon Trust issuance of any remaining permit(s) within fifteen days from receipt of a complete application, including all necessary drawings, for each such permit. The Parties agrees that permits will be upon the general conditions previously agreed between the Trust and GLC/DBJV in July 2017 and with any reasonable special conditions directly related to the scope of each permit in keeping with the special conditions previously agreed to between the Trust and GLC/DBJV. For every thirty (30) day period beyond May 31, 2018, that the Caltrans Work is not completed, Caltrans will pay to the Trust an amount for extension of the Right of Entry, excluding Trust caused delays due to failure to timely issue or approve permits or Trust's imposition of unreasonable permit conditions. The above amount shall be \$100,000 for the first thirty day period. Thereafter, the amount shall be adjusted upward monthly by \$150,000 for each subsequent thirty-day period that the Caltrans Work is not complete, provided that the maximum 30-day amount shall in no event exceed \$450,000.

- b. Caltrans, through its contractor(s), and at no cost to the Trust, agrees to satisfy all permit terms and conditions for all Trust-issued permits for the Project and will perform all remaining work that is subject to all such permits, whether issued before or after the date of this Agreement, in accordance with the applicable permit terms and conditions.

Caltrans agrees that its contractor(s) will submit permits to close out completed work and the Trust agrees to promptly begin closing out open permits. The Trust agrees that permits properly submitted for close-out shall be closed out with no additional terms and conditions imposed beyond those imposed in the applicable permit, and that existing terms and conditions shall not be enforced in a manner that creates additional work not contemplated under the applicable permit.

Caltrans and the Trust agree that: (i) each permit will be closed out in two steps, with the preliminary close-out step using hand-drawn 'redlined' construction plans (and all other required documents) and the final permit close-out step occurring at the end of the Project before Caltrans grants final acceptance to its Project developers and/or contractors in accordance with the P3 contract requirements that require CADD as-built drawings, (ii) preliminary close-out packages for each outstanding permit will be provided to the Trust on a rolling basis and as soon as possible, but not later than September 1, 2018, provided that preliminary close-out packages related to the Quartermaster Reach Project Area (as described in the corresponding document dated June 16, 2017), the Gorgas Parking Lot, the Suspense Area, and the Quartermaster Reach Area (as the Suspense Area and the Quartermaster Reach Area are depicted in the map that is attached as **Exhibit F** hereto) will be provided on or before May 1, 2018 (including hand-drawn 'redlined' construction plans), (iii) each preliminary close-out package satisfactory to the Trust will be closed out within thirty (30) business days (or within thirty (30) calendar days for permits related to the Suspense Area and the Quartermaster

Reach Area), (iv) upon a preliminary close-out of a permit, subject to the terms of this Agreement, the Trust may thereafter proceed with work in that area, and (v) final permit close-out will occur upon submission of as-built drawings that are consistent with the redlined construction plans submitted for preliminary close-out and the Trust shall not impose additional terms and conditions or require additional work at final close-out. Notwithstanding anything to the contrary, the Parties agree that: (i) CADD as-built drawings for the Suspense Area and Quartermaster Reach Area will be provided as soon as possible, but not later than August 1, 2018, and (ii) CADD as-built drawings for the remaining final permit close-outs will be provided on or before October 1, 2018.

The Parties agree that Caltrans' obligations set forth in this Paragraph 3b are part of the Caltrans Work and are subject to all of the provisions in this Agreement that apply to the Caltrans Work, but in no event require performance of any items of Trust Work.

Notwithstanding anything to the contrary, the Parties agree that for Trust-issued permits for Phase 1 of the Project applicable as-built drawings for Phase 1 of the Project shall be provided to the Trust in accordance with the requirements of the ROE concurrently with delivery of the as-built drawings required in the paragraph above.

- c. Caltrans, through its contractor, and at no cost to the Trust, agrees to perform all items of permanent access control fencing and other access control structures and all items of TCE fencing work to address public safety for the Project. The Parties agree that the obligations set forth in this subparagraph 3c are part of the Caltrans Work and are subject to all of the provisions in this Agreement that apply to the Caltrans Work. Notwithstanding the foregoing, as part of the Trust Work, the Trust will construct that certain wood fence described in **Exhibit B** as part of the Trust Work.
- d. The parties understand and agree that Caltrans has no further obligations in favor of the Trust to perform any additional work on the Project other than work identified in this Agreement.
- e. Caltrans and SFCTA will use best efforts to facilitate early release (i.e., prior to May 31, 2018) from the Premises, and acknowledge that the Trust may thereafter use: (i) the Quartermaster Reach Project Area (as described in the corresponding document dated June 16, 2017), and (ii) the Gorgas Parking Lot. Early release will not be allowed if it will impact Caltrans or Caltrans' contractor's work in this area.

4. **Work to be Completed by Trust**

- a. Performance of Trust Work by the Trust. The Trust, at no further cost to Caltrans or SFCTA beyond the payment set forth in paragraphs 2 and, if applicable, 3a above, will complete the following Project elements: (i) the placement of horticultural soils and landscaping in the Suspense Area, the Non-Suspense Area, and the Quartermaster Reach Area (as such areas are depicted in the map that is attached as **Exhibit F** hereto) in a manner and time determined by the Trust in its reasonable discretion; (ii) all wetland restoration work that is associated with the Quartermaster Reach Area in a manner and time determined by the Trust in its reasonable discretion; (iii) the Trust's environmental commitment work more specifically described in **Exhibit C**; and (iv) the certain wood fence described in **Exhibit B** as the Trust Work (collectively, items (i), (ii), (iii) and (iv) being the "Trust Work"). In connection with such work, the Parties will comply with the conditions set forth in this Paragraph 4 and Paragraph 10. For Trust Work on the Main Post Tunnels and the Battery Tunnels, the Trust will design applicable Trust Work that shall comply with the live load and dead load requirements specified in Sections 7b and 7c of the HED (as defined in Paragraph 7).

- b. Review Costs. Caltrans will pay its internal costs for its review of construction documents, including structural analysis of all the structural elements and calculations for the Trust Work, the contractor's construction plans, and other associated documents (each, a "Trust's Submittal" and collectively, the "Trust's Submittals") that must be reviewed and Approved (as defined below). The Parties agree that such review of the Trust's Submittals is solely insofar as the proposed Trust Work relates to the potential impacts to the Highway Facilities (as defined in the HED). The Trust will reimburse Caltrans (or its designee) for any costs payable to the Engineer(s) of Record for the corresponding part of the Project (the "EOR") for reviewing such documents for Caltrans, but such reimbursable costs shall not, in the aggregate, exceed the amount of \$500,000. Caltrans shall pay any amount above the amount required to be reimbursed by the Trust.

The Parties acknowledge that the Trust may contract directly with the applicable EOR to prepare all or part of the Trust's Submittal(s). If the Trust contracts directly with the EOR with respect to all or part of the Trust's Submittal(s), Caltrans will conduct, at its own cost, its standard internal oversight review as otherwise contemplated herein. The Parties understand and agree that Caltrans will not be required to obtain external review of the EOR's design and will therefore not be entitled to be reimbursed by the Trust for any costs that may be incurred by Caltrans or its designee in conducting its standard internal oversight review. If the Trust contracts directly with the applicable EOR, the EOR's obligations and liability to the Trust will be governed by the terms of the contract between the Trust and the EOR, without limiting Caltrans' review and approval rights herein with respect to the corresponding Trust's Submittal(s) or any other obligations that the EOR may have in favor of Caltrans.

- c. Review and Approval Standards. Caltrans will use best efforts to ensure timely and only professionally necessary review by Caltrans and, if applicable, the EOR. Each review, approval, and/or comment made by Caltrans (or, if applicable, the EOR) pursuant to Paragraph 4 shall be subject to the following limitations: Caltrans and the EOR (when performing external review for Caltrans) will review each Trust's Submittal for work impacting the Highway Facilities and approve solely as to impacts to the Highway Facilities for each of the Suspense Area, the Non-Suspense Area, and the Quartermaster Reach Area, but are not reviewing and approving Trust's Submittals for completion or performance of the entire design(s) and shall not be responsible for such overall design(s). Along with general structural engineering principles and responsibilities, the Trust (including an engineer of record for the Trust), in developing the Trust's Submittals for review by Caltrans and the EOR:
- i. For the Suspense Area, shall use the criteria as set forth in paragraphs 7b and 7c of the HED;
 - ii. For the Non-Suspense Area, shall use the criteria as set forth in paragraphs 7a and 7b of the HED; and
 - iii. For the Quartermaster Reach Area, may design the Trust's Submittal for the Quartermaster Reach Area to the parameters set forth in the following documents: Package 5, RFC package issue date 12/15/16 (Reference Transmittal No. T08719), Bridge Design Hydraulic Study Report, Presidio Parkway P3 Project, Tennessee Hollow and Gorgas Ramp, "draft" dated 10/11 Wreco, and the Geotechnical Design Report, Presidio Parkway Project, San Francisco, CA, dated 9/1/11 Fugro and Parikh. Caltrans is not aware of any reason that would preclude approval of a design that includes such parameters.

Collectively, the permitted review of the Trust's Submittals set forth in items (i), (ii) and (iii) above, along with general structural engineering principles, are the "Review Standards" and Caltrans' review of each Trust's Submittal shall be pursuant to these Review Standards. "Approval, Approve, or "Approved" means approval by Caltrans by applying the Review Standards (subject to the limitations set forth in this subparagraph 4c).

- d. Timing; Trust's Submittal Package Phasing. For each Trust's Submittal, Caltrans will complete its internal and external review by the EOR solely in accordance with the permitted Review Standards as follows: (i) within 30 business days (or within thirty (30) calendar days for permits related to the Suspense Area and the Quartermaster Reach Area) after the Trust provides 65% construction documents (and associated submittals) which shall include a structural analysis of all of the

structural elements and calculations (each, a “65% Package”); and (ii) for the Trust’s 100% construction documents (and associated submittals) (each, a “100% Package”), within thirty (30) business days of the Trust’s submittal of same. Further, Caltrans agrees to use its best efforts to provide documents and reports in its possession or control (including, the possession or control of its developers and contractors) as are necessary and requested by the Trust for Trust to complete the Trust’s Submittals and/or to respond to any comments regarding the Trust’s Submittals. However, any Trust’s Submittal must be complete at the time submitted for the above time limits to work.

- e. Representations. Except to the extent previously disclosed in writing to, or permitted in writing by, the Trust, each of Caltrans and SFCTA represent, after reasonable due diligence, based on its current understanding of the Trust’s planned work in the Suspense Area and the Non-Suspense Area, neither is aware of any construction or design defects, or any unpermitted omissions or modifications made by its contractors, that would preclude the Trust from performing such planned work in the respective areas or that would preclude the Trust from fulfilling its applicable environmental commitments, obligations, requirements and mitigation measures related to performance of the Trust Work.
- f. As-Builts. Caltrans will provide Project As-Built Plans (“As-Builts”) to the Trust in accordance with the terms and conditions of the ROE. Caltrans and SFCTA agree that the Trust will be entitled to rely upon the accuracy of the As-Builts in accordance with the standard of care for design professionals. The Trust will be entitled to rely upon any Approvals of Trust’s Submittals made prior to delivery of the As-Builts, provided that: (i) there are no unforeseen structural engineering issues identified pursuant to subparagraph 4g that are inconsistent with such Approvals, and (ii) the drawings are consistent with the hand-drawn ‘redlined’ construction plans provided pursuant to subparagraph 3b.
- g. Review Process. Caltrans will return each Trust’s Submittal marked either as “Reviewed with No Comments” or “Reviewed with Comments.” If a Trust’s Submittal is returned and marked “Reviewed with No Comments”, such is Approved and the Trust may proceed to implementation of the Trust’s Submittal or further development of the design. If a Trust’s Submittal is returned and marked “Reviewed with Comments” Trust may request a formal comment resolution meeting by notifying Caltrans at least ten (10) days prior to the requested date of the meeting. Trust shall be responsible for documenting all comments received from Caltrans and the corresponding resolutions. When a Trust’s Submittal is returned marked “Reviewed with Comments,” subject to permitted dispute resolution set forth in subparagraph 4i below, Trust must amend the submittal in accordance with such comments and resubmit to Caltrans. No construction of elements requiring submission to Caltrans for review as to

impacts to Highway Facilities may be commenced until all comments have been resolved and the corresponding Trust's Submittal has been amended accordingly and Approved by Caltrans.

If the Trust has contracted directly with the EOR with respect to all or part of a Trust's Submittal, Caltrans will require that the EOR, subject to any customary professional qualifications that are reasonably acceptable to Caltrans, have reviewed that Trust's Submittal for potential impacts to the Highway Facilities and signed off on that Trust's Submittal (each, a "Certification").

Caltrans' internal review will only be for standard oversight review of that Trust's Submittal. Caltrans will thereafter Approve such Trust's Submittal (and will not impose additional conditions or comments that would cause material additional costs, scope modifications, or delays in performance of such Trust Work with respect to such Trust's Submittal); except that, if unforeseen structural engineering issues arise with respect to that Trust's Submittal that an engineer determines impact the structural integrity, operation, or safety of the Highway Facilities, or safety of the traveling public, such issues must be satisfactorily addressed.

However, if the Trust causes its design professionals to prepare a 100% Package in a manner that is fully consistent with the corresponding previously approved 65% Package, provided that the EOR is able to make its Certification to Caltrans (if required above for the 65% Package) regarding the corresponding 100% Package and provided that no unforeseen structural engineering issues have arisen as described and determined in the manner described in the paragraph above, Caltrans will thereafter Approve such 100% Package and will not impose additional conditions or comments that would cause material additional costs, scope modifications, or delays in performance of the Trust Work.

- h. Condition Subsequent. This Agreement is subject to the following condition subsequent (collectively, the "Condition Subsequent") in favor of the Trust and Caltrans:

Caltrans will have reviewed and Approved the 65% Package for each of the Suspense Area and the Quartermaster Reach Area in accordance with the terms of this Agreement, upon terms acceptable to the Trust, on or before September 28, 2018.

If the Condition Subsequent has been fully satisfied to the satisfaction of each of the Trust and Caltrans on or before 6:00 pm on September 28, 2018, then each of the Trust and Caltrans will deliver written notice to the other Parties on or before 6:00 pm on September 28, 2018 that the Condition Subsequent has been satisfied. (The Trust and Caltrans may jointly elect to extend the time for satisfying the

Condition Subsequent in writing, as each may elect to do in their sole discretion.) If both such notices are timely delivered to the other Parties, then the Condition Subsequent will be satisfied, this Agreement will remain in full force and effect, and the Parties may rely upon the terms, conditions, agreements, approvals, releases, and discharges made pursuant to this Agreement. However, if either or both of the Trust and Caltrans fail to deliver written notice to the other Parties that that the Condition Subsequent has been satisfied (whether intentionally or by omission), then this Agreement shall be null and void (provided that the Initial Settlement Amount Installment will not be refunded and the Highway Easement Deed (as defined in Paragraph 7) will remain in full force and effect). In the event that this Agreement is made null and void pursuant to this subparagraph 4h, the Parties agree that this Agreement and all related settlement documents and communications between the Parties will be subject to the applicable protections of California Evidence Code Sections 1152 and 1154 and FRE 408.

- i. Disputes. In the event that a dispute arises regarding the implementation of this Paragraph 4, including, without limitation, the timing, costs, or approval requirements related to the review of each of the Trust's Submittals, it is the mutual intent of the Trust and Caltrans that the dispute should be resolved as quickly and as efficiently as possible. Accordingly, the Trust and Caltrans agree to address and attempt to resolve any disputes as expeditiously as possible with elevation of the dispute to the Trust's Chief of Park Development and Operations and Caltrans' District 4 Director (or their respective designees who have full authority to resolve the dispute), who will meet as soon as possible to attempt to resolve the dispute, preferably within five (5) business days, and in no event later than ten (10) business days after either Party's request.
- j. Compliance; Other Work. All Trust Work shall be performed in accordance with all applicable state and federal laws, regulations, and in accordance with the Environmental and Regulatory Compliance provisions set forth in Paragraph 10 below. It is understood and agreed that the Trust may, but is not required to, perform certain work within the Highway Easement Area, subject to the terms of the HED, beyond and in addition to the Trust Work. Other than as specified in the HED or this Agreement, Caltrans shall not: (i) exercise any approval or review with regard to such additional work performed by the Trust, or (ii) have any responsibility for the design or construction of that work, or any omissions related thereto.
- k. Liability. Caltrans agrees that, as between the Trust and Caltrans, it is responsible for, and Caltrans and SFCTA agree that in no event will Trust (or any other party acting on behalf of Trust) or the United States be liable for, any claims, damages, losses or expenses caused by or arising from: (i) Caltrans' design or construction of the Highway Facilities (as defined in the HED), including, without limitation,

the Main Post Tunnels, the Main Post Substation, and storm drainage facilities, (ii) the implementation of Project elements from construction documents approved by Caltrans unless caused by or arising from the Trust's negligent or willful failure to comply with any approvals made pursuant to this Agreement, (iii) the structural integrity of the Highway Facilities unless caused by or arising from the Trust's negligent or willful failure to comply with any approvals or deemed approvals made pursuant to this Agreement, (iv) any subsidence, movement, or catastrophic failure or collapse of the Highway Facilities unless caused by or arising from the Trust's negligent or willful failure to comply with any approvals or deemed approvals made pursuant to this Agreement, (v) any water damage or intrusion into the Highway Facilities unless caused by or arising from the Trust's negligent or willful failure to comply with any approvals or deemed approvals made pursuant to this Agreement, (vi) dynamic natural wetland processes (including, without limitation, non-manmade changes in local hydrology and movement of soil), and/or (vii) acts of God (including, without limitation, earthquakes).

5. Soils

Caltrans will leave remaining stockpiled Project soil onsite for the Trust to use for the Project. For any stockpiled Project soil left by Caltrans or GLC that the Trust does not want, Caltrans will remove such soil at Caltrans' cost if the request is made not later than April 30, 2018. If a request is made to remove the soil after this time, removal will be done at Trust's cost.

6. Landscaping Design Plans and Other Information

At no cost to the Trust, on or before April 2, 2018, Caltrans will provide all landscaping design plans to the Trust that have been prepared for the Project in the condition in which they currently exist and without warranty. Caltrans agrees to timely provide, so as to not cause undue delay to the Trust with respect to performance of the Trust Work, copies of such additional landscaping, hardscape, soils and utilities implementation documents and reports in its possession or control (including, the possession or control of its developers and contractors), including but not limited to draft specifications, as may be reasonably requested by the Trust.

7. Highway Easement Deed

Within 5 days after satisfaction of all conditions to payment of the Initial Settlement Amount Installment in accordance with subparagraph 2a, Caltrans and the Trust agree that the following shall occur concurrently (pursuant to a meeting and exchange between counsel for Caltrans and the Trust at San Francisco's Office of the Assessor-Recorder): (i) Caltrans shall pay the Initial Settlement Amount Installment to the Trust by check,

(ii) Caltrans and Trust will exchange duly executed and delivered counterparts of the Highway Easement Deed (the “Highway Easement Deed”) in the form attached hereto as **Exhibit D**, (iii) Caltrans will provide a duly executed copy of the Quitclaim Deed (as defined in Paragraph 8) to the Trust, and (iv) Caltrans will submit the Highway Easement Deed for recording (immediately after recording the Quitclaim Deed) with San Francisco’s Office of the Assessor-Recorder.

Within 5 days after satisfaction of all conditions to payment of the Final Settlement Amount Installment in accordance with subparagraph 2b, the Parties agree that the following shall occur concurrently (pursuant to a meeting and exchange between counsel at San Francisco’s Office of the Assessor-Recorder): (i) Caltrans and SFCTA (in accordance with their respective allocations of same set forth in Paragraph 2) shall pay the Final Settlement Amount Installment to the Trust by checks, (ii) Caltrans and Trust will exchange duly executed and delivered counterparts of the Amended and Restated Highway Easement Deed (the “Amended and Restated Highway Easement Deed”) in the form attached hereto as **Exhibit G**, and (iii) Caltrans will submit the Amended and Restated Highway Easement Deed for recording with San Francisco’s Office of the Assessor-Recorder. The Amended and Restated Highway Easement Deed will amend and restate the rights and obligations set forth in the Initial Highway Easement Deed so that, from the Effective Date of the Highway Easement Deed, the Amended and Restated Highway Easement Deed will govern and control the rights and obligations therein. Until such time as the Amended and Restated Highway Easement Deed is executed, if such occurs as otherwise may be required pursuant to the terms and conditions of this Agreement, the Highway Easement Deed will govern and control the rights and obligations therein. (For clarification, the Highway Easement Deed will remain in full force and effect if the Condition Subsequent is not satisfied pursuant to the terms and conditions of this Agreement.)

For purposes of this Agreement, “HED” means the “Highway Easement Deed” or, if executed by the Trust and Caltrans, and recorded by Caltrans, the “Amended and Restated Highway Easement Deed.”

The Parties agree that the HED in that form is the document required by Section 15 of the ROE.

8. **Quitclaim Deed**

As agreed in the Right of Entry, Caltrans shall convey to Trust by quitclaim deed (the “Quitclaim Deed”), substantially in the form attached as **Exhibit E**. Caltrans and the Trust agree that the Quitclaim Deed will be recorded immediately prior to the recording of the Highway Easement Deed. The Parties agree that the Quitclaim Deed in that form is the document required by Section 15 of the ROE.

9. **Maintenance Agreement.**

The Trust and Caltrans will execute a maintenance agreement for the Project by December 31, 2027, as required pursuant to the HED. The Trust and Caltrans agree that the following provisions will be satisfactorily addressed in the maintenance agreement: (i) maintenance responsibility for certain facilities and improvements that are integrated into both the Highway Facilities and the Trust Work (e.g., without limitation, Halleck Street improvements in the Highway Easement Area, conduits that are part of the Highway Facilities that are used by the Trust's utilities, drainage improvements, pedestrian safety screens above the tunnels, etc.), (ii) graffiti and litter removal from the Highway Facilities by Caltrans, (iii) equitable sharing of responsibility for capital repairs/replacements related to shared outfalls, (iv) payment for use of utilities by Caltrans, and (v) insurance requirements for Caltrans' and the Trust's respective contractors.

10. **Environmental and Regulatory Compliance**

- A. The Trust shall be responsible for the work set forth in **Exhibit C** that is the responsibility of the Trust therein and shall be complying with and fulfilling all applicable environmental commitments, obligations, requirements, criteria, and mitigation measures in or related to the Final Environmental Impact Statement/Report & Final Section 4(f) Evaluation, Record of Decision, resource agency approvals, permits, plans or agreements and all conditions, mitigation, and requirements thereof, and any plans and/or agreements developed and implemented pursuant to any of the above, including but not limited to the Programmatic Agreement, the Built Environment Treatment Plan, Architectural Criteria Report, and Treatment Oversight Panel (collectively, the "Environmental Compliance Obligations"). Caltrans and SFCTA acknowledge and agree that the Trust shall not be responsible for any Environmental Compliance Obligations related to other Project work performed by, or on behalf of, Caltrans and SFCTA other than the work set forth in **Exhibit C** that is the responsibility of the Trust therein. Caltrans and SFCTA agree to exercise any rights that either may have with respect to the Environmental Compliance Obligations in a reasonable manner that is consistent with the terms of this Agreement.
- B. Notwithstanding the above, the Parties understand and agree that Caltrans' and SFCTA's existing roles with respect to the environmental documents, agreements, resource agency permits, and FHWA and other regulatory agencies shall not change as a result of this Agreement. In performing the work set forth in **Exhibit C** pursuant to this Agreement that is the responsibility of the Trust therein, Trust shall timely provide Caltrans and SFCTA with hard and electronic copies of all necessary reports, documentation

and other information generated or obtained by Trust with respect to its compliance with environmental commitments and permits, including but not limited to, archaeological daily/weekly monitoring logs/reports, biological daily/weekly monitoring logs/reports, final SWPPP plan, as reasonably requested by Caltrans and SFCTA to enable each of them to meet its respective reporting, close-out and other administrative obligations as to such permits and agencies.

- C. In the event that any regulatory or oversight authority (i) imposes financial penalties or fees arising from the Trust's performance or failure to perform Trust Work, or from the Trust's failure to timely provide copies of all necessary reports, documentation and other information mentioned above, or (ii) orders additional, different, or remedial work to be completed, with respect to the Trust Work (and not any Project work completed by, or on behalf of, Caltrans and SFCTA), the Trust shall be responsible for paying any such penalties or fees and for the cost of performing additional, different, or remedial work. If penalties or fees are imposed related to actions by both the Trust and Caltrans and/or SFCTA, they shall be allocated equitably based on percentage of fault. Caltrans and SFCTA represent and warrant, after reasonable due diligence, that: (i) neither is aware of any notices, demands, or pending claims related to the Environmental Compliance Obligations.
- D. The Parties will not knowingly assist any person or entity in initiating or prosecuting any proceeding which relate or pertain to the Project against the Parties, or any of them, except as required pursuant to law.
- E. Except as arising out of or related to the work set forth in **Exhibit C** that is the responsibility of the Trust therein, Caltrans and SFCTA will remain responsible for complying with and fulfilling all applicable environmental commitments, obligations, requirements, criteria, and mitigation measures in or related to the Final Environmental Impact Statement/Report & Final Section 4(f) Evaluation, Record of Decision, resource agency approvals, permits, plans or agreements and all conditions, mitigation, and requirements thereof, and any plans and/or agreements developed and implemented pursuant to any of the above, including but not limited to the Programmatic Agreement, the Built Environment Treatment Plan, Architectural Criteria Report, Treatment Oversight Panel, and the items set forth in **Exhibit C** that are the responsibility of Caltrans therein. As to such work, in the event that any regulatory or oversight authority (i) imposes financial penalties or fees arising from the performance or failure to perform the work; or (ii) orders additional, different, or remedial work to be completed, Caltrans and SFCTA, if applicable, shall be responsible for paying any such penalties or fees and for the cost of performing additional, different, or remedial work.

11. Releases of Claims and Indemnities

a. Release by Presidio Trust

The Presidio Trust, for and on behalf of itself and its successors, assigns, employees, agents, attorneys, representatives, consultants, experts and agencies, does fully and forever discharge Caltrans and SFCTA, and each of Caltrans and SFCTA' respective past and present directors, agents, representatives, employees, affiliates, consultants, experts and agencies, and each of them, of and from any and all causes of action, damages, claims, demands, losses and liabilities of whatever kind or nature, in law, equity or otherwise, whether known or unknown, suspected or unsuspected, arising from action or omission up to and including the date of this Agreement, which relate or pertain to the Project.

Notwithstanding the above, the following are not released by the Trust:

- (1) The ROE provisions that apply directly to performance of the Caltrans Work; provided that upon completion of the Caltrans Work in accordance with the terms of this Agreement and full performance of such ROE provisions, such ROE provisions shall thereafter be released, without waiving any related claims pursuant to other exceptions to the release set forth in this subparagraph 11a,
- (2) Section 22 (Completion of the Project) of the ROE,
- (3) Section 24 (Indemnification) and Section 29 (Hazardous Materials) of the ROE, which shall expressly survive in accordance with their respective terms with no additional extension of their respective terms intended,
- (4) Caltrans' and/or SFCTA's obligations, covenants, representations set forth in this Agreement,
- (5) Caltrans' obligations under the HED, including, without limitation, Section 23 of the HED, and/or
- (6) Permits issued by the Trust for the Caltrans Work and other parts of the Project, whether issued before or after the date of this Agreement; provided that for permits that have been finally closed out in accordance with Paragraph 3b above, subsequent liability to the Trust pursuant to specific permit obligations set forth therein shall be released, without waiving (i) any related claims pursuant to other exceptions to the release

set forth in this subparagraph 11 a, (ii) any related claims for latent defects or for completion of punch-list items arising as part of the permit close-out process, and (iii) the right to use such permit(s) and related documentation as evidence in any proceeding regarding surviving claims.

Further, the Trust shall defend and hold harmless Caltrans and SFCTA for any causes of action, damages, claims, demands, losses and liabilities for claims against Caltrans and/or SFCTA due to delays relating to the Trust Work that may be made by any of the Trust's contractors and/or developers against Caltrans and/or SFCTA, not including claims any of these entities may bring related to any work Caltrans and/or SFCTA directly contracted to have performed.

b. Release and Indemnity by Caltrans

Caltrans, for and on behalf of itself and its successors, assigns, employees, agents, attorneys, representatives, consultants, experts and agencies, does fully and forever discharge the Trust, and each of the Trust's respective past and present directors, agents, representatives, employees, affiliates, consultants, experts and agencies, and each of them, of and from any and all causes of action, damages, claims, demands, losses and liabilities of whatever kind or nature, in law, equity or otherwise, whether known or unknown, suspected or unsuspected, arising from action or omission up to and including the date of this Agreement, which relate or pertain to the Project. Further, to the fullest extent permitted by law, Caltrans shall indemnify, defend, and hold harmless the Trust from any causes of action, damages, claims, demands, losses and liabilities raising claims due to delays relating to the Project made by any Project contractors and/or developers, including without limitation, Golden Link Concessionaire, Flatiron/Kiewit Joint Venture, Flatiron West, Inc., and Kiewit Infrastructure West Co, not including claims any of these entities may bring related to any work the Trust directly contracted to have performed. To the extent that the Trust has not released claims based on Trust-issued permits as set forth in subparagraph 11 a(6) above, Caltrans does not release defenses which may exist under the terms of said permits.

c. Release and Indemnity by SFCTA

SFCTA, for and on behalf of itself and its successors, assigns, employees, agents, attorneys, representatives, consultants, experts and agencies, does fully and forever discharge the Trust, and each of the Trust's respective past and present directors, agents, representatives, employees, affiliates, consultants, experts and agencies, and each of them, of and from any and all causes of action, damages, claims, demands, losses and liabilities of whatever kind or nature, in law, equity or otherwise, whether

known or unknown, suspected or unsuspected, arising from action or omission up to and including the date of this Agreement, which relate or pertain to the Project. Further, to the fullest extent permitted by law, SFCTA shall indemnify, defend, and hold harmless the Trust from any causes of action, damages, claims, demands, losses and liabilities raising claims due to delays relating to the Project made by any Project contractors and/or developers, including without limitation, Golden Link Concessionaire, Flatiron/Kiewit Joint Venture, Flatiron West, Inc., and Kiewit Infrastructure West Co, not including claims any of these entities may bring related to any work the Trust or Caltrans directly contracted to have performed. To the extent that the Trust has not released claims based on Trust-issued permits as set forth in subparagraph 11a(6) above, SFCTA does not release defenses which may exist under the terms of said permits.

d. Common Terms

The terms of this subparagraph 11(d) are applicable to the items being released by each Party, subject to the exclusions set forth in each of the foregoing subparagraphs.

Caltrans and SFCTA and the Presidio Trust each hereby certify that it has read and hereby waives Section 1542 of the California Civil Code, which states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Each undersigned Party understands and acknowledges the significance and consequence of this waiver of Section 1542 of the Civil Code is that if it should suffer damages in connection with unresolved claims that may exist, it shall not be permitted to make a claim against another undersigned Party for those damages.

12. Compromise

This Agreement represents a compromise of known and unknown claims and nothing herein shall be deemed or construed to be an admission or concession of any liability or fault with respect to any of the allegations made or which could have been made concerning any settled claim or defense to the same.

13. Authority to Enter Agreement

Each Party represents and warrants it has full power and authority to enter into and perform this Agreement, and the person executing this Agreement on behalf of each of the Parties has been properly authorized and empowered to enter into this Agreement and to bind each of the Parties hereto. Each of the signatories to this Agreement warrants that it has, through its representatives (including counsel whether internal or outside), carefully read and understood the terms and conditions of this Agreement and it has not relied upon the representations or advice of any other Party.

14. Not to be Interpreted Against Drafter

This Agreement, and the terms and conditions thereof, were determined in arm's-length negotiations by and among Caltrans, SFCTA and Trust. This Agreement has been mutually drafted by the legal representatives of Caltrans and SFCTA and Trust. Accordingly, no provision of this Settlement Agreement shall be interpreted for or against a Party because that Party, or its legal representative, drafted such provision.

15. Modifications to be in Writing

No modification, waiver or amendment of this Agreement shall be valid unless the same is in writing and executed by each of the Parties hereto.

16. Jurisdiction, Venue, Governing Law

Jurisdiction and venue for adjudication of legal disputes between the Trust and Caltrans and SFCTA arising from this Agreement shall be the United States District Court Northern District of California. Governing law as to such legal disputes shall be determined by the court.

17. Enforceable Agreement

Each of the Parties agrees this Agreement will become enforceable, binding and admissible in a court of law, and, subject to its terms, to waive protections of California Evidence Code Sections 1152 and 1154 and FRE 408 as to this Agreement, and the terms of the Agreement shall be admissible before any court or tribunal to enforce its terms.

18. Further Documents

Each of the Parties represents it shall do all acts, and execute and deliver all documents necessary, convenient or desirable to effectuate all provisions of this

Agreement. The terms, covenants and conditions of this Agreement supersede the prior terms, covenants and conditions of previous agreements to the extent they overlap or contradict. This is the entire agreement of the Parties with respect to matters that are the subject of this Agreement.

19. Counterparts

This Agreement shall be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding on each of the Parties at such time as all the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one agreement binding on each of the Parties hereto.

Electronic copies of signatures may be used with the same force and effect as if they were executed originals.

IN WITNESS WHEREOF, the Trust, Caltrans, and SFCTA have duly executed this Agreement as of March 6, 2018.

PRESIDIO TRUST, a wholly-owned government corporation of the United States of America

By: 

Jean S. Fraser, Chief Executive Officer

STATE OF CALIFORNIA,
Department of Transportation

By: _____
Name: _____
Title: _____

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

By: _____
Name: Tilly Chang
Title: Executive Director

Exhibits:

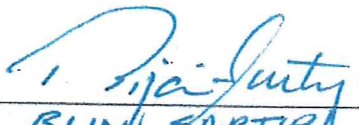
- Exhibit A – Seventeenth ROE Amendment
- Exhibit B – Caltrans Work
- Exhibit C – Trust Environmental Commitments
- Exhibit D – Highway Easement Deed
- Exhibit E – Quitclaim Deed
- Exhibit F – Map of Suspense Area, Non-Suspense Area, and QMR Area
- Exhibit G – Amended and Restated Highway Easement Deed

IN WITNESS WHEREOF, the Trust, Caltrans, and SFCTA have duly executed this Agreement as of March 6, 2018.

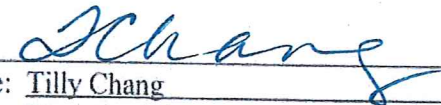
PRESIDIO TRUST, a wholly-owned government corporation of the United States of America

By: _____
Jean S. Fraser, Chief Executive Officer

STATE OF CALIFORNIA,
Department of Transportation

By: 
Name: BIJAN SARTIPI
Title: DISTRICT DIRECTOR

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

By: 
Name: Tilly Chang
Title: Executive Director

Exhibits:

- Exhibit A – Seventeenth ROE Amendment
- Exhibit B – Caltrans Work
- Exhibit C – Trust Environmental Commitments
- Exhibit D – Highway Easement Deed
- Exhibit E – Quitclaim Deed
- Exhibit F – Map of Suspense Area, Non-Suspense Area, and QMR Area
- Exhibit G – Amended and Restated Highway Easement Deed

EXHIBIT A

SEVENTEENTH AMENDMENT TO RIGHT OF ENTRY AGREEMENT

THIS SEVENTEENTH AMENDMENT TO RIGHT OF ENTRY AGREEMENT (the "Seventeenth Amendment") is made and entered into as _____, 2018, by and among the **PRESIDIO TRUST**, a wholly-owned government corporation of the United States of America (the "Trust"), the **STATE OF CALIFORNIA**, acting by and through its Department of Transportation ("State"), and the **SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY** ("SFCTA"). Each of State and SFCTA is individually and collectively "Project Agency" herein. Each of the Trust, State and SFCTA is occasionally hereinafter referred to individually as "party" and collectively as "parties."

Whereas, the parties entered that certain AGREEMENT AMONG THE PRESIDIO TRUST AND THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION AND THE SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY FOR ENTRY ON TO REAL PROPERTY NEEDED FOR THE CONSTRUCTION OF THE SOUTH ACCESS TO THE GOLDEN GATE BRIDGE, DOYLE DRIVE REPLACEMENT PROJECT (the "Project") IN SAN FRANCISCO, as of July 16, 2009 (as amended, collectively, the "Right of Entry Agreement").

And whereas, the Right of Entry Agreement currently expires on March 6, 2018.

Now therefore, the parties agree that the term of the Right of Entry Agreement is extended, subject to the terms of that certain Settlement Agreement, dated as of _____, 2018 (the "Settlement Agreement"), until payment to the Trust of the Initial Settlement Amount (as defined in the Settlement Agreement) has occurred and the Highway Easement Deed (as defined in the Settlement Agreement) has been executed and recorded in accordance with the terms of the Settlement Agreement.

In witness whereof, the Trust, State, and SFCTA have duly executed this Seventeenth Amendment as of the date first set forth above.

PRESIDIO TRUST, a wholly-owned government corporation of the United States of America

By: _____
Jean S. Fraser, Chief Executive Officer

STATE OF CALIFORNIA,
Department of Transportation

By: _____
Name: _____
Title: _____

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

By: _____
Name: _____
Title: _____

Exhibit B

**(Work to be performed by
Caltrans/DBJV)**

Caltrans Work means, collectively, all of the following items:

Well Abandonment
Girard Road North (Median Fencing Only)
Halleck Street North and South
Edie Road (Remove STP Parking Lot by Girard)
McDowell Avenue (Drainage Work)
Load Lightening NB Battery Tunnel
Tunnel and Tunnel Top Drainage Systems
Substation and Substation Roof Drainage Systems
TCE Fencing around Suspense Area, Battery Tunnel Tops Area, and throughout the Project corridor (per Par. 3c)
TCE Fencing around Battery Tunnel Tops Area
Environmental Compliance and Monitoring during FKJV Construction
Cultural Resources Compliance during FKJV Construction
Guardrail at Battery Substation
Construction Access Road Removal
Landscape: Department POC Work Coordinated with Future Trust POC Requirements
Install Drainage System 55
Construct Gorgas Parking Lot
Construct PFA Parking Lot
Complete Slope Work at Doyle Ramp by PFA Lot (to subgrade, except as needed to install access control fencing) with exceptions noted in Attachment B-2b.
Construct Mason Parking Lot
Construct South Halleck Street (NE Corner Handicapped Access)
Re-establish Gas Service Bldg. 201, 227, 228 and 229
Storm Drain 19
Repoint Masonry at Bldg 228
Storm Drain 23/24/56/57 (portion to be completed)
Construct Substation Access and Parking
Sewer System 9/10 & Waterline (Substation)
Substation Utilities
Construct Sports Basement Parking Lot
Storm Drain 32
Abandon Waterline at SBBT
Storm Drain 40/42
BMPS 2,3 AND 9

BMP'S 1, 4, 5,6,7 AND 10
HS Work around DS 38,40 AND 42
Realign McDowell Road / Cobble Repair / Sidewalks / Misc.
Cavalry Bowl East and West Excavation to HS Subgrade
Battery Tunnel Lightweight
Halleck Embankment and Main Post Bluff-General Fill Only
Halleck Embankment and Main Post Bluff Settlement Monitoring as Required
PFA and Lot C & D (SP 292) - Remove Unwanted Stockpiles- Trust to identify stockpiles
Landscaping in Dept ROW with exceptions noted in EXHIBIT F
Landscaping in Parking Lots and BMPs with exceptions noted in EXHIBIT F
Return QMR Grade to Pre-Existing Grade Except for Areas around Isolation Casings subject to soils matrix and pursuant to DTSC requirements
Waterproofing Repairs to MPT
Cavalry Bowl Horse Dip Excavation to Original Grade and Soil Disposal
Place Horticultural Soil in Parking Lot Planters
Complete Misc. Paving and Grading behind Gorgas Warehouses
Complete All Permanent Access Control except the future wood fence at North Fort Scott (all per Par. 3c)
SWPPP for Department Selected Areas and Stockpiles
Hort Soil at Girard Median and Bldg. 201
Project Construction Punch List

[SEE NEXT PAGE FOR ATTACHMENT B-2b.]

Exhibit C
(Trust's Environmental Commitments)

Subject to FRE Rule 408 (and other similar rules and laws)

Exhibit D
(Highway Easement Deed)

Subject to FRE Rule 408 (and other similar rules and laws)

Exhibit E
(Quitclaim Deed)

Exhibit F

(Map of Suspense Area, Non-Suspense Area, and QMR Area)

Exhibit G

(Amended and Restated Highway Easement Deed)

San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form

FY of Allocation Action: 2017/18

Project Name: Presidio Parkway -Landscaping/Settlement Agreement

Grant Recipient: San Francisco County Transportation Authority

EXPENDITURE PLAN INFORMATION

Prop K EP category: Golden Gate Bridge South Access (Doyle Drive): (EP-24)

Prop K EP Line Number (Primary): 24 Current Prop K Request: \$ 2,000,000
Prop K Other EP Line Numbers: _____

Prop AA Category: _____

Current Prop AA Request: \$ -

Supervisory District(s): District 02

REQUEST

Brief Project Description (type below)

Financial contribution to enable the Presidio Trust to pursue its vision for landscaping the portion of the Presidio Parkway located within the national park.

Detailed Scope, Project Benefits and Community Outreach (type below)

See attached.

Project Location (type below)

US-101 on the approach to the Golden Gate Bridge within the Presidio of San Francisco.

Project Phase (select dropdown below)

Construction (CON)

Map or Drawings Attached? Yes

Other Items Attached? No

5YPP/STRATEGIC PLAN INFORMATION

Type of Project in the Prop K
5YPP/Prop AA Strategic Plan? Named Project

Is the requested amount greater
than the amount programmed in
the relevant 5YPP or Strategic
Plan? Less than or Equal to Programmed Amount

Prop K SP Amount: \$ 2,000,000 Prop AA
Strategic Plan
Amount: _____

**San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form**

SCOPE

Background

The Presidio Parkway (Doyle Drive Phase 2) project is a unique private public partnership between Caltrans and the concessionaire Golden Link Concessionaire (GLC), which is building the project and will operate and maintain it for several decades. The Transportation Authority is a funding partner and previously led the planning and environmental stages of the project. In September 2015, the project was substantially completed and opened to traffic. In August 2016, the California Transportation Commission approved a settlement agreement between Caltrans and GLC, which included reducing the scope of work to be performed by GLC in the areas of landscaping and some civil works. Caltrans anticipated that the scope of work from which GLC was being relieved could be delivered more cost-effectively by the Presidio Trust, given the Presidio Trust is the landowner and better able to coordinate the landscaping with its own Parklands project above the parkway tunnel tops.

Negotiations and Settlement

Over the past year, Caltrans, and the Transportation Authority have been actively working with the Trust to determine the detail and scope of the remaining Presidio Parkway project obligations and negotiating the transfer of remaining work to the Trust. Caltrans also wanted to secure its property rights for the parkway within the Trust lands so that GLC could operate and maintain the facility over the period of the concession.

Ultimately, the parties have opted to proceed with the transfer of landscaping scope to the Trust with a financial contribution from Caltrans, the Metropolitan Transportation Commission and SFCTA which will allow the Presidio Trust to pursue their vision for the area, while enabling Caltrans to ensure delivery of the project and secure property rights for the duration of the GLC concession.

The Proposed Settlement requires a \$37 million contribution from the state, with \$2 million provided by the San Francisco County Transportation Authority and \$15 million from the Metropolitan Transportation Commission for a total of \$54 million. While Caltrans will finish the remaining non-landscaping work through GLC, the Trust will be responsible for delivering the landscaping and mitigation work that was relieved from GLC, including some environmental commitments outlined in the FEIS/EIR. The settlement agreement also provides for Caltrans obtain property rights adjacent to the parkway facility for the duration of the GLC concession.

The requested appropriation is conditioned on all parties approving and signing the Settlement Agreement. The California Transportation Commission approved the terms of the Settlement Agreement on March 22, 2018 and MTC is scheduled to consider approval of its contribution later this month.

Completion of the field work by GLC is anticipated by June 2018 after which the Presidio Trust will deliver the remaining landscaping and its own Parklands project.

**San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form**

Project Name: Presidio Parkway -Landscaping/Settlement Agreement

ENVIRONMENTAL CLEARANCE

Environmental Type: EIR/EIS

PROJECT DELIVERY MILESTONES

Enter dates below for ALL project phases, not just for the current request, based on the best information available. For PLANNING requests, please only enter the schedule information for the PLANNING phase.

Phase	Start		End	
	Quarter	Calendar Year	Quarter	Calendar Year
Planning/Conceptual Engineering (PLAN)	Jan-Mar	2003	Jan-Mar	2003
Environmental Studies (PA&ED)	Jan-Mar	2003	Oct-Dec	2008
Right-of-Way	Jan-Mar	2009	Oct-Dec	2009
Design Engineering (PS&E)	Jan-Mar	2009	Oct-Dec	2009
Advertise Construction	Oct-Dec	2009		
Start Construction (e.g. Award Contract)	Oct-Dec	2009		
Operations (i.e., paratransit)				
Open for Use			Jul-Sep	2015
Project Completion (means last eligible expenditure)			Oct-Dec	2018

SCHEDULE DETAILS

Provide dates for any COMMUNITY OUTREACH planned during the requested phase(s). Identify PROJECT COORDINATION with other projects in the area (e.g. paving, MUNI Forward) and relevant milestone dates (e.g. design needs to be done by DATE to meet paving schedule). List any timely use-of-funds deadlines (e.g. federal obligation deadline). If a project is comprised of MULTIPLE SUB-PROJECTS, provide milestones for each sub-project. For PLANNING EFFORTS, provide start/end dates for each task.

Caltrans work complete; premises returned to Presidio Trust - May 31, 2018

**San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form**

Project Name: Presidio Parkway -Landscaping/Settlement Agreement

FUNDING PLAN - FOR CURRENT REQUEST

Enter the funding plan for the phase(s) that are the subject of the CURRENT REQUEST. Totals should match those shown in the Cost Summary below.

Fund Source	Planned	Programmed	Allocated	Total
Prop K	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000
Prop AA	\$ -	\$ -	\$ -	\$ -
MTC	\$ 15,000,000	\$ -	\$ -	\$ 15,000,000
Caltrans	\$ -	\$ -	\$ 37,000,000	\$ 37,000,000
Total:	\$ 15,000,000	\$ 2,000,000	\$ 37,000,000	\$ 54,000,000

COST SUMMARY

Show total cost for ALL project phases (in year of expenditure dollars) based on best available information. Source of cost estimate (e.g. 35% design, vendor quote) is intended to help gauge the quality of the cost estimate, which should improve in reliability the farther along a project is in its development.

Phase	Total Cost	Prop K - Current Request	Prop AA - Current Request	Source of Cost Estimate
Planning/Conceptual Engineering (PLAN)	\$ -	\$ -		
Environmental Studies (PA&ED)		\$ -		
Right-of-Way		\$ -		
Design Engineering (PS&E)		\$ -	\$ -	
Construction (CON)	\$ 54,000,000	\$ 2,000,000	\$ -	Negotiated Settlement Agreement
Operations (Paratransit)	\$ -	\$ -		
Total:	\$ 54,000,000	\$ 2,000,000	\$ -	

% Complete of Design: as of
 Expected Useful Life: Years

PROPOSED REIMBURSEMENT SCHEDULE FOR CURRENT REQUEST (instructions as noted below)

Use the table below to enter the proposed reimbursement schedule for the current request. Prop K and Prop AA policy assume these funds will not be reimbursed at a rate greater than their proportional share of the funding plan for the relevant phase unless justification is provided for a more aggressive reimbursement rate. If the current request is for multiple phases, please provide separate reimbursement schedules by phase. If the proposed schedule exceeds the years available, please attach a file with the requested information.

Fund Source	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22+	Total
Prop K	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 2,000,000
Prop AA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form**

Project Name: Presidio Parkway -Landscaping/Settlement Agreement

Budget:

\$54 million is the negotiated Settlement Amount (i.e., funding obligation) that Caltrans, MTC, and SFCTA collectively will provide to the Presidio Trust for landscape work and applicable environmental obligations.

**San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form**

TRANSPORTATION AUTHORITY RECOMMENDATION

This section is to be completed by Transportation Authority Staff.

Last Updated: 3/30/2018 **Res. No:** _____ **Res. Date:** _____

Project Name: Presidio Parkway -Landscaping/Settlement Agreement

Grant Recipient: San Francisco County Transportation Authority

Funding Recommended:	Action	Amount	Phase
	Prop K Appropriation	\$ 2,000,000	Construction (CON)
	Total:	\$ 2,000,000	

Total Prop K Funds: \$ 2,000,000 **Total Prop AA Funds:** \$ -

Justification for multi-phase recommendations and notes for multi-sponsor recommendations:

Fund Expiration Date: 3/31/2019 **Eligible expenses must be incurred prior to this date.**

Intended Future Action	Action	Amount	Fiscal Year	Phase

Trigger: _____

Deliverables:

1. _____
2. _____
3. _____
4. _____

Special Conditions:

1. _____
2. _____
3. _____

Notes:

1. The terms and conditions of this appropriation shall be governed by the Settlement Agreement between Caltrans, the Transportation Authority, and the Presidio Trust for the subject project.
2. The appropriation is conditioned on all parties approving and signing the Settlement Agreement.

**San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form**

TRANSPORTATION AUTHORITY RECOMMENDATION

This section is to be completed by Transportation Authority Staff.

Last Updated: 3/30/2018 **Res. No:** _____ **Res. Date:** _____

Project Name: Presidio Parkway -Landscaping/Settlement Agreement

Grant Recipient: San Francisco County Transportation Authority

Metric	Prop K	Prop AA
Actual Leveraging - Current Request	96.30%	No Prop AA
Actual Leveraging - This Project	See Above	See Above

SFCTA Project CP
Reviewer: _____

SGA PROJECT NUMBER

Sponsor: San Francisco County Transportation Authority
SGA Project Number: _____ **Name:** Presidio Parkway - Landscaping/Settlement Agreement
Phase: _____ **Fund Share:** 3.70%

Cash Flow Distribution Schedule by Fiscal Year						
Fund Source	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22+	Total
Prop K		\$2,000,000				\$2,000,000

**San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form**

FY of Allocation Action: 2017/18

Current Prop K Request: \$ 2,000,000

Current Prop AA Request: \$ -

Project Name: Presidio Parkway -Landscaping/Settlement Agreement

Grant Recipient: San Francisco County Transportation Authority

1) The requested sales tax and/or vehicle registration fee revenues will be used to supplement and under no circumstance replace existing local revenues used for transportation purposes.

Required for Allocation Request Form Submission Initials of sponsor staff member verifying the above statement
AH

CONTACT INFORMATION

Project Manager

Grants Section Contact

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Anna LaForte

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Deputy Director, Policy & Programming

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415-522-4805

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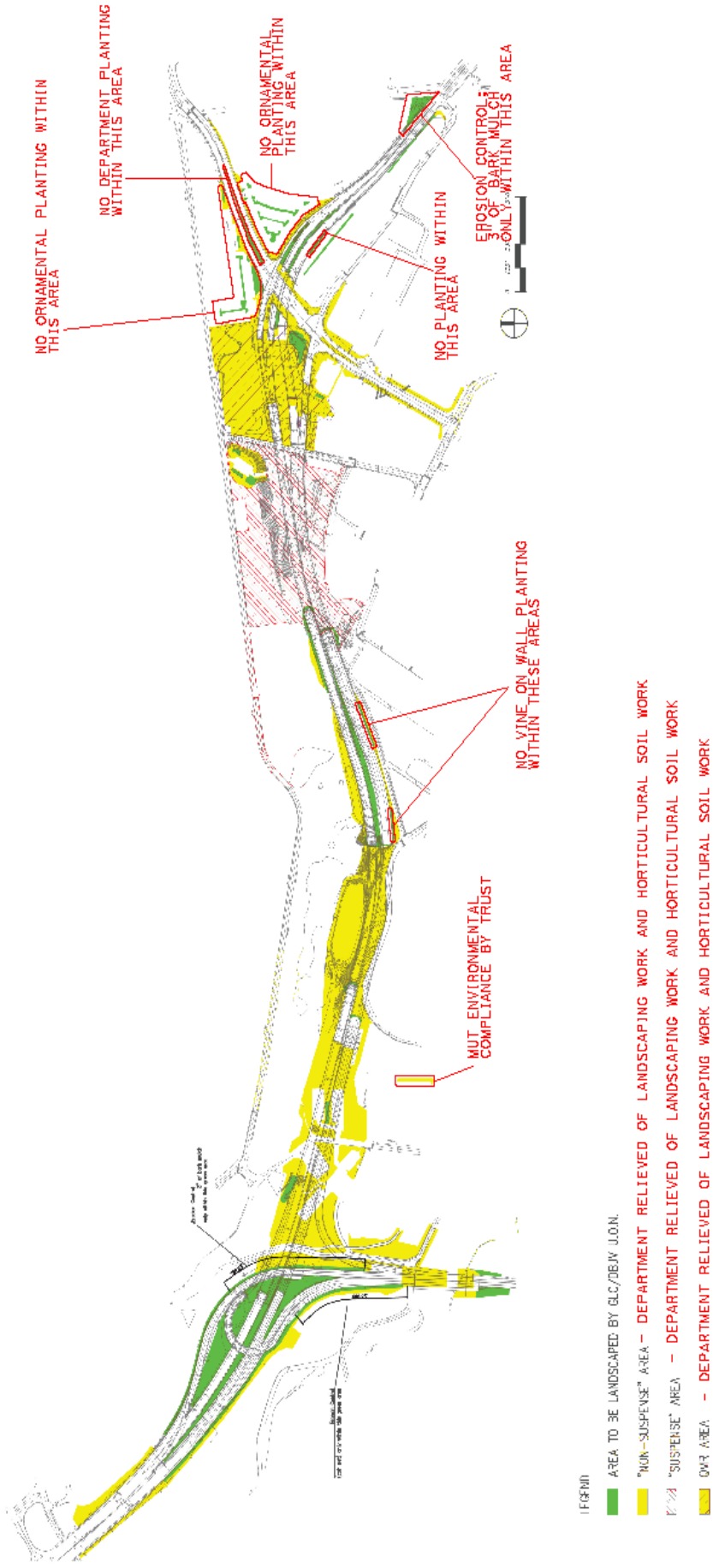
anna.laforte@sfcta.org

San Francisco County Transportation Authority
 Prop K/Prop AA Allocation Request Form

MAPS AND DRAWINGS

Exhibit F

Settlement Communication – Subject to Rule 408 (and any similar rules and laws)



JANUARY 19 , 2018