

**AGENDA ITEM 7d**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of February 8, 2023**

**Subject:** Resolution Authorizing the Treasure Island Director to Enter into a License with the United States Coast Guard for Public Access Enabling the Opening of New Southgate Road Interchange Improvements on Yerba Buena Island

**Contact:** Robert Beck, Treasure Island Director

**BACKGROUND**

The Treasure Island Development Authority (TIDA) has been working with the San Francisco County Transportation Authority (SFCTA) on the development of the I-80/Yerba Buena Island Interchange Improvement Project since 2008. TIDA initially requested the SFCTA, in its capacity as the Congestion Management Agency (CMA), lead the effort to prepare and obtain approval for all required technical documentation for the I-80/YBI Interchange Improvement Project, because of its experience in project finance and interacting with the California Department of Transportation (Caltrans) on design aspects of the project.

The scope of the I-80/YBI Interchange Improvement Project (the Project) initially included two major components: 1) The YBI Ramps Improvement Project, which included constructing new westbound on and off ramps (on the east side of YBI) to the new Eastern Span of the San Francisco-Oakland Bay Bridge (SFOBB); and 2) seismic retrofit of the existing YBI Bridge Structures on the west side of the island (West Side Bridges), a critical component of island traffic circulation leading to and from SFOBB.

In July 2013, the TIDA Board of Directors approved Memoranda of Agreement (MOA) #12/13-18 authorizing the SFCTA to take actions necessary to satisfy right of way certification conditions for the Project and #12/13-19 to have the SFCTA provide project management and administrative services through the construction phase for the Project.

In September 2019, the TIDA Board of Directors approved two amendments to the aforementioned MOA, (i) one for design and Right of Way Services, and (ii) one to complete the Construction Phases of the Yerba Buena Island Southgate Road Realignment Improvements (Southgate Project). The SFCTA assumed completion of the Southgate Project from Caltrans making it a third component of the Project.

Construction of the Southgate Project is substantially complete, and Caltrans and City and County of San Francisco Public Works and Municipal Transportation Agency have deemed the project ready to be opened to the public.

## **DISCUSSION**

As part of SFCTA's Right of Way Services, SFCTA has worked since 2019 with United States Coast Guards (USCG) to secure land rights to footprint of Southgate Project to construct the project. Specifically, SFCTA has acted on TIDA's behalf to purchase four (4) USCG parcels as shown in Exhibit A.

To date, SFCTA has prepared the necessary purchase agreements and easement requests for all parcels. To complete pending land transfer between USCG to TIDA the California Department of Toxic Substances Control (DTSC) must certify that the land transfer in compliance with the Comprehensive Environmental Response Compensation, and Liability Act (CERCLA) and confirm Land Use Controls (LUC) that will apply to the property after its transfer. The principal environmental concern with the property is aerially deposited lead associated with the emissions from decades of vehicle traffic on the SFOBB. SFCTA anticipates that all requirements to complete the land transfer including the DTSC certification and LUC be completed no later than September 30, 2023.

TIDA and SFCTA have received confirmation from Caltrans, San Francisco Public Works (SFPW), and San Francisco Municipal Transportation Agency (SFMTA) that based on their staff inspections of the completed Southgate Project, it is ready to be open to the public.

Delaying the public use of the completed Southgate Road interchange system until the property transfer from the USCG to TIDA can be completed would unnecessarily delay the improved public access provided by the completed facilities. Additionally, the SFCTA is scheduled to award construction of the Westside Bridges Project (\$115.9M road and bridge replacement project) in March 2023. This project will require closure of the existing left side eastbound I-80 off-ramp and Treasure Island Road south of Macalla Road to the SFOBB, requiring all EB I-80 traffic accessing both Yerba Buena and Treasure Islands to use the new Southgate Road system. Failure to open the Southgate Project could delay the start of the Westside Bridges Project, resulting in significant cost increases.

To allow the Southgate Project to open immediately, SFCTA has requested USCG enter into a license with TIDA to operate and maintain the completed roadway improvements for public use while awaiting the required DTSC action and property transfer.

The proposed license is included as Exhibit B to this staff report. The insurance provisions in the proposed license are consistent with TIDA's existing coverage.

## **RECOMMENDATION**

Staff recommends approve of the proposed resolution and opening of the Southgate Roadway Improvements upon execution of the License

## **EXHIBITS**

- A. USCG Parcels to be transferred to TIDA
- B. Draft USCG License with TIDA for Southgate Project

<b>U.S. DEPARTMENT OF HOMELAND SECURITY - U.S. COAST GUARD</b> Form SILC-1100 (05/2021)	<b>REVOCABLE LICENSE FOR NON-FEDERAL USE OF FEDERAL REAL PROPERTY</b>	LICENSE NUMBER: HSCG89-23-6-0008
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Pursuant to 14 U.S.C. § 504(a)(14), the United States of America, acting by and through the Commandant of the U.S. Coast Guard, grants to the Licensee named herein a non-exclusive and revocable license, at will, affecting the property described and for the purpose designated below, subject to all of the general conditions and special conditions as set forth herein.

<b>1. COAST GUARD ACTIVITY</b> <i>(Property location)</i> Sector San Francisco, Yerba Buena Island	<b>2. LICENSE EFFECTIVE TERM</b> <i>(Inclusive)</i> FROM: 1/31/23 TO: 9/30/23
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<b>3. DESCRIPTION OF PROPERTY AFFECTED</b> <i>[the "Premises"]</i> As shown on Exhibit "A", attached hereto and made a part hereof. RPUID Number(s) 17469 Use of the Coast Guard Parcels at Yerba Buena Island are listed on Exhibit "A".
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<b>4. PURPOSE OF LICENSE</b> <i>(Specific use)</i> Licensee will be allowed to publicly operate and maintain the new Southgate Road Interchange for use by the general public until completion of the right of way transfer for the same property pursuant to concurrent obligations of the San Francisco County Transportation Authority as related to the Southgate Road Realignment Project. Exhibits "C" and "C1" provide details for this purpose and are attached hereto and made a part hereof. The Licensee, its officers, employees, contractors, agents, guests and participants in its activities shall only use the facilities for the licensed purposes.
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<b>5. CONSIDERATION</b> <i>(Check here if applicable)</i> <input type="checkbox"/> The Licensee shall pay a fee of \$ _____ per _____, payable in advance, which is based on Fair Market Value for the use of the Premises. Payments shall reference the License No. above and be sent to: Bank of America, Lockbox 530249 (ART/OTHERS), 1075 Loop Rd., Atlanta, GA 30337-6002.
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<b>6. LICENSOR</b> U.S. Department of Homeland Security U.S. Coast Guard Civil Engineering Unit Oakland - 1301 Clay St, Ste 700N, Oakland, CA 94612	<b>NAME AND OFFICIAL TITLE</b> <i>(Type)</i> DAVID E. BRUMLEY Real Estate Contracting Officer DATE	<b>SIGNATURE</b>
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<b>PRIMARY POINT OF CONTACT</b> Beverly Freitas	<b>TELEPHONE</b> 510-637-5527	<b>EMAIL</b> beverly.j.freitas@uscg.mil
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<b>7. LICENSEE**</b> <i>(Give Full Name and Address)</i> Treasure Island Development Authority * (TIDA), 1 Avenue of the Palms, San Francisco, California 94130	<b>NAME AND OFFICIAL TITLE</b> <i>(Type)</i> ROBERT BECK Director, Treasure Island Development Authority DATE	<b>SIGNATURE</b>
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<b>PRIMARY POINT OF CONTACT</b> Robert Beck	<b>TELEPHONE</b> 415-274-0660	<b>EMAIL</b> bob.beck@sfgov.org
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**\*\*If Licensee is other than an individual:** I certify that I am an officer or managing member of the entity named herein as Licensee and that the person who accepted this License was duly authorized by the Licensee's governing body to accept this License on behalf of the Licensee.

**SPECIAL AND GENERAL CONDITIONS**

8. **SPECIAL CONDITIONS.** By the acceptance of this license, the Licensee agrees to abide and be bound by the following SPECIAL CONDITIONS:

As shown on Exhibit "B" , attached hereto and made part hereof.  No Special Conditions.

9. **GENERAL CONDITIONS.** By the acceptance of this license, the licensee agrees to abide and be bound by the following:

a) **COMPLIANCE WITH LAWS AND ORDINANCES.** In the exercise of any privilege granted by this License, Licensee, its agents, employees, guests, or invitees, shall, at no cost to the Licensor, comply with all applicable federal, state, tribal, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, security, and accessibility of the Premises. The Licensor may inspect the premises as needed to confirm Licensee's compliance. In particular:

- (1) The Licensee shall comply and ensure its agents, employees, guests, or invitees comply with 41 C.F.R. 102-74 Subpart C "Conduct on Federal Property".
- (2) Licensee is responsible for obtaining any necessary licenses, permits and other permissions, including without limitation for fire and life safety requirements, to engage in its activities. Licensor is not responsible for obtaining such licenses, permits and other permissions for Licensee or for allowing Licensee to use Licensor's licenses, permits and other permissions for Licensee's activities.
- (3) The Licensee agrees that no person will be discriminated against in connection with the use made by the Licensee of the property on the grounds of age, sex, handicap, religion, race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the Licensee in that any activity, program or use made of the property by the Licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 and all other applicable regulations. The Licensee will obtain from each person or firm, who through contractual or other arrangements with the Licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the Licensee by law and will furnish a copy of such agreement to the Licensor.
- (4) In its access and use of the Premises, Licensee shall comply with all applicable environmental requirements including requirements concerning regulating the quality of the environment and the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Licensee, including liability for any fines, penalties, or other similar enforcement costs. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (5) In its access and use of the Premises, Licensee shall comply with all applicable laws regarding occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises, including those hazardous wastes and hazardous substances generated by the Licensee, is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in Federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation, and Liability Act of 1980, Solid Waste Disposal Act, the Clean Air Act, and Toxic Substances Control Act, and their implementing regulations, as they have been or may be amended from time to time. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (6) 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 such use. The Licensee may not unlawfully pollute the air, ground, or water, nor create a public nuisance. If any damage results to the environment or natural resources, the Licensee shall restore the environment or damaged resources. The Licensee shall be solely responsible for all environmental cleanup cost and any claims for damage done to any natural resources, resulting from the Licensee's use of the premises and activities incident to such use. The Licensee shall indemnify the Licensor and hold it harmless from any claims for environmental cleanup or natural resource damage that may be made against the Licensor resulting from the Licensee's use of the premises and activities incident to such use. Except as agreed upon by the Licensor and the Licensee or reasonably demonstrated by appropriate investigation and analysis, all contamination, degradation or other damage to the environment or natural resources at the premises will be presumed to be the responsibility of the Licensee, including any contamination, degradation or other damage existing at the time this License becomes effective. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (7) In its access and use of the Premises, Licensee shall not remove or disturb, or cause or license to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event Licensee discovers such items on the Premises, Licensee shall cease its activities at the site and immediately notify the Installation Commander and protect the site and the material from further disturbance until the Installation Commander gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Licensee. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (8) If the term of this License is greater than one (1) year, the Licensee shall provide reports to the Licensor, on an annual basis on the anniversary date of the commencement of this License, demonstrating that Licensee is in compliance with all statutory and regulatory requirements such as: the National Environmental Policy Act, 42 U.S.C. §§ 4321 et seq.; Federal Water Pollution Control Act (aka the Clean Water Act), 33 U.S.C. §§ 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Solid Waste Disposal Act, as amended (aka Resource Conservation and Recovery Act), 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Coastal Zone Management Act, 16 U.S.C. §§ 1445 et seq.; the Federal Insecticide Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the

**GENERAL CONDITIONS CONTINUED**

National Historic Preservation Act, 16 U.S.C. §§ 470 et seq.; the Endangered Species Act, 16 U.S.C. §§ 1531 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq.; and the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §§ 2641 et seq. Such reports shall include copies of Licenses, consultation records and other appropriate documentation. In addition, upon request by the Licensor, the Licensee shall provide the Licensor with copies of any documentation or other records reasonably necessary to ensure compliance with the Licensee's obligations under this License. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.

(b) **CONDITION OF PREMISES.** Licensee has inspected and knows the condition of the Premises. The Premises are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of Licensor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. At such times and for such part of the Premises as Licensor may determine, the Licensee shall execute a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of Licensee, which shall be used to indicate the condition of the Premises prior to the activities of the Licensee in comparison with the condition of the Premises subsequent to the activities of Licensee to ensure Licensee returns the Premises to the condition required by this License.

~~(c) **RESTORATION OF PREMISES.** On or before the date of expiration of this license or within 30 days after its abandonment by the Licensee or termination by the Licensor, Licensee shall vacate the Premises, remove its property therefrom, and restore the Premises to their original condition without expense to the United States. Such restoration shall include, if applicable, removal of contamination caused by Licensee. The obligations of Licensee, including those regarding remediation of environmental damage and removal of any structures, facilities, and equipment installed by Licensee, shall remain in effect after the termination of this License, until restoration has been completed to the satisfaction of the Licensor.~~

(d) **PREMISES SUBJECT TO LICENSOR CONTROL.** The Licensee's use of the Premises shall be subject to the control of and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Homeland Security, the Commandant of the U.S. Coast Guard, or by any designated military commander or other official responsible for the Premises (the "Installation Commander"). Violation of any such regulations, orders, or conditions may result in the termination of this License. The Licensee's rights shall be subject to such rules and regulation as may be promulgated by the Licensor to ensure that the exercise of such rights shall not unreasonably interfere with the Licensor's activities or security on Licensor's Property.

(e) **OTHER GRANTS OF ACCESS.** This License is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Licensor reserves the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises without regard to this License.

(f) **PROTECTION OF PREMISES.** In the exercise of the privileges pursuant to this License, Licensee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Licensor. Licensee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, environmental damage or contamination, or other causes related to Licensee's activities. If this License gives possession of United States property, the Licensee shall at all times keep the Premises in a sanitary condition satisfactory to Licensor.

(g) **DAMAGE.** Licensee shall not destroy, displace or damage United States property in the exercise of the privilege granted by this License without the prior written consent of the Licensor and the express agreement of the Licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to the Licensor upon demand. Any interference with the use of or damage or destruction to property under control of the Licensor, incident to the exercise of the rights and privileges herein granted shall be promptly corrected by Licensee to the satisfaction of Licensor. If Licensee fails to promptly correct such damage or destruction within a reasonable time after being notified to do so by Licensor, the Licensor may correct such damage or destruction and Licensee shall be liable for the costs of such correction.

~~(h) **ALTERATIONS TO PREMISES.** The Licensee shall not make any substantive alterations, additions, improvements, construction or destruction to, upon, over or under the Premises of any kind or character, except such as are specifically authorized herein.~~

(i) **LICENSOR PROPERTY.** Any United States property which must be removed by the Licensee in the exercise of the privilege granted by this License shall be stored, relocated or removed from the site, and returned to its original location upon termination of this License, at the sole cost and expense of the Licensee, only as approved and directed in writing by the Licensor.

~~(j) **LICENSEE PROPERTY.** Any property of the Licensee installed or located on the property affected by the Licensee shall be removed upon thirty (30) days written notice from Licensor.~~

(k) **OPERATION.** The Licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of United States business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

(l) **INTERFERENCE.** In the exercise of the rights granted by this License, the Licensee shall not in any way interfere with: operation and equipment under the control of the Licensor; navigational aids or equipment; or equipment or other property authorized, installed, and operated in the vicinity. The equipment, property, or fixtures installed and operated by Licensee pursuant to this License shall not in any way pose any hazard to life, health, or safety. The Licensee shall at no time permit or allow: any interference with the Licensor's operations or access rights; or access to any Licensor equipment or facilities, including but not limited to aids to navigation or radio beacons.

(m) **CONTROLLED SUBSTANCES AND ALCOHOLIC BEVERAGES.** Licensee shall not permit or allow any controlled substances or any alcoholic beverages to be brought onto, possessed, used, solicited, transferred, or sold on the installation, except for evidence seized during performance of official law enforcement duties.

(n) **SOLICITATIONS.** Licensee, its officers, employees, contractors, agents and guests and the participants in its activities may not engage in any activities while on the Premises that may reasonably be construed as the solicitation of funds for private or commercial interests, including fund raising for nonprofit organization or causes.

(o) **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the Licensee. The Licensee's use and occupancy of the premises shall be without cost or expense to the Licensor.

(p) **INSURANCE.** At all times this License shall be in effect, the Licensee, at no expense to the Licensor, shall carry and maintain, and require its contractors, if any, of any tier performing work on the Premises to carry and maintain, the following insurances, which shall name the Licensor as an additional insured:

**GENERAL CONDITIONS CONTINUED**

(1) Comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury," including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at all times during the term of this License, with limits of liability in amounts approved from time to time by Licensor, but not less than ONE MILLION DOLLARS (\$1,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Licensee by an invitee or any other person or organization, or involving any owned, non-owned, or hired automotive equipment in connection with Licensee's activities.

(2) If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

All policies of insurance which this License requires Licensee to carry and maintain or cause to be carried or maintained pursuant to this License shall be affected under valid and enforceable policies, in such forms and amounts as may be required under this License, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Licensor and Licensee. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Licensee or Licensor or any other person; provided that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Licensor of written notice thereof; provided that the insurer shall have no right of subrogation against Licensor; and be reasonably satisfactory to Licensor in all other respects. In no circumstances will Licensee be entitled to assign to any third party rights of action which Licensee may have against Licensor. The foregoing notwithstanding, any cancellation of insurance coverage based on nonpayment of the premium shall be effective after fifteen (15) days written notice to Licensor. Licensee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Licensee under this Section will constitute a failure to comply with the terms of the License.

Licensee shall deliver or cause to be delivered upon execution of this License, and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this paragraph, to Licensor a certificate of insurance evidencing the insurance required by this License.

(q) LIABILITY AND INDEMNIFICATION. Licensor shall not be responsible for damage to property or injuries to persons which may arise from or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Licensee. Licensee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors or any tier, agents, invitees, or others by reason of or incident to Licensee's use of the Premises, and its activities conducted under this License. Licensee shall, at its expense, pay any settlements or judgments on claims arising out of its use of the Premises. Licensee shall indemnify and hold Licensor harmless against any and all judgments, expenses, and taxes. Liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Licensee, whether tortious, contractual, or other, except to the extent such claim or charges is cognizable under the Federal Tort Claims Act. The Licensee shall save, hold, indemnify and keep harmless the United States, its agents, and employees from and against any and all payments, expenses, costs, attorney's fees, and from and against any and all claims and liability for losses or damage to property or injuries to persons or death, directly or indirectly due to the exercise by the Licensee, its agents, employees, guests, or invitees, of the privilege granted by this License, or any other act or omission of Licensee, including failure to comply with the obligations of this License.

(r) TRANSFER, ASSIGNMENT, LEASING OR DISPOSAL. Licensee shall not transfer, permit, license, assign, lease, or dispose of in any way (including, but not limited to, sale, merger, consolidation, receivership, or other means) this License or any interest therein or the Premises or any portion thereof, or otherwise create any interest therein.

(s) LIENS AND MORTGAGES. Licensee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance or suffer any levy or attachment to be made on Licensee's interest in the Premises under this License. On the date of the execution or filing of record of any such mortgage, encumbrance, or lien, regardless of whether or when it is foreclosed or otherwise enforced, this License shall terminate without further action by Licensor.

(t) GUARANTEE DEPOSIT / BOND. Any deposit which may be required to guarantee compliance with the terms and conditions of this License shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to Licensor. Any bond required by this License shall be in the amount designated above, executed in manner and form and with sureties satisfactory to Licensor.

(u) AVAILABILITY OF FUNDS. The obligations of Licensor under this License shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

(v) VARIATIONS AND MODIFICATIONS. The Licensee shall promptly comply with such further conditions and requirements as Licensor may hereafter prescribe in writing. The Licensee shall not vary or depart from the terms of this License without prior written consent of Licensor. This License may only be modified or amended in writing, which shall be duly executed by the authorized representatives of the parties.

(w) TERMINATION. This License may be terminated at will and in the Licensor's sole discretion and such termination shall not create any liability on the part of Licensor for Licensee's costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, or any other costs, profits, or fees, and any such costs and anticipated profits or fees will not be recoverable from Licensor.

(x) ENTIRE AGREEMENT. It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Licensee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

(y) SECTION AND PARAGRAPH HEADINGS. The headings containing in this License, its Attachments, and Exhibits are to facilitate reference only and shall not in any way conflict with the construction or interpretation of the rest of the text and meaning of the License.

(z) CONFLICT BETWEEN GENERAL AND SPECIAL CONDITION(S). If any special condition(s) conflict with any general condition(s), then the general condition(s) shall be null and void to the minimum extent necessary to give effect to the special condition(s).

(aa) No advertisements, commercial, political or otherwise, will be placed by Licensee or allowed on the Licensor's property.

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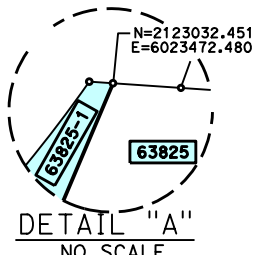
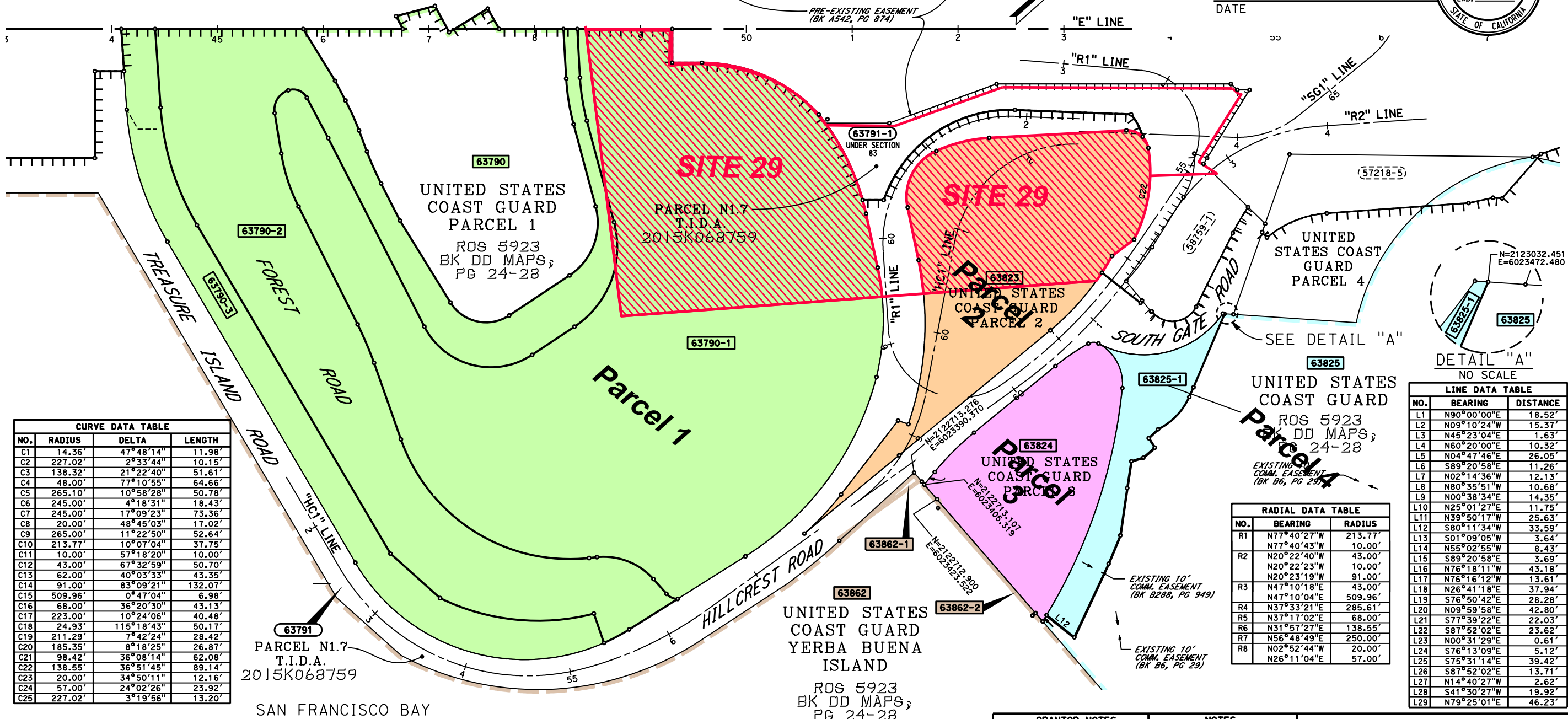
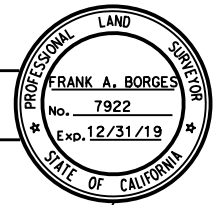
9. **SPECIAL CONDITIONS.** By the acceptance of this license, the Licensee agrees to abide and be bound by the following SPECIAL CONDITIONS:

**SAN FRANCISCO-OAKLAND BAY BRIDGE  
INTERSTATE HIGHWAY 80**

(57935-1)  
DOC NO. 2000-0855531-00  
(REEL H75) IMAGE 0410

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

FRANK A. BORGES  
PROFESSIONAL LAND SURVEYOR  
No. 7922  
Exp. 12/31/19  
DATE



**CURVE DATA TABLE**

NO.	RADIUS	DELTA	LENGTH
C1	14.36'	47°48'14"	11.98'
C2	227.02'	2°33'44"	10.15'
C3	138.32'	21°22'40"	51.61'
C4	48.00'	77°10'55"	64.66'
C5	265.10'	10°58'28"	50.78'
C6	245.00'	4°18'31"	18.43'
C7	245.00'	17°09'23"	73.36'
C8	20.00'	48°45'03"	17.02'
C9	265.00'	11°22'50"	52.64'
C10	213.77'	10°07'04"	37.75'
C11	10.00'	57°18'20"	10.00'
C12	43.00'	67°32'59"	50.70'
C13	62.00'	40°03'33"	43.35'
C14	91.00'	83°09'21"	132.07'
C15	509.96'	0°47'04"	6.98'
C16	68.00'	36°20'30"	43.13'
C17	223.00'	10°24'06"	40.48'
C18	24.93'	115°18'43"	50.17'
C19	211.29'	7°42'24"	28.42'
C20	185.35'	8°18'25"	26.87'
C21	98.42'	36°08'14"	62.08'
C22	138.55'	36°51'45"	89.14'
C23	20.00'	34°50'11"	12.16'
C24	57.00'	24°02'26"	23.92'
C25	227.02'	3°19'56"	13.20'

**RADIAL DATA TABLE**

NO.	BEARING	RADIUS
R1	N77°40'27"W	213.77'
R1	N77°40'43"W	10.00'
R2	N20°22'40"W	43.00'
R2	N20°22'23"W	10.00'
R2	N20°23'19"W	91.00'
R3	N47°10'18"E	43.00'
R3	N47°10'04"E	509.96'
R4	N37°33'21"E	285.61'
R5	N37°17'02"E	68.00'
R6	N31°57'27"E	138.55'
R7	N56°48'49"E	250.00'
R8	N02°52'44"W	20.00'
R8	N26°11'04"E	57.00'

**LINE DATA TABLE**

NO.	BEARING	DISTANCE
L1	N90°00'00"E	18.52'
L2	N09°10'24"W	15.37'
L3	N45°23'04"E	1.63'
L4	N60°20'00"E	10.32'
L5	N04°47'46"E	26.05'
L6	S89°20'58"E	11.26'
L7	N02°14'36"W	12.13'
L8	N80°35'51"W	10.68'
L9	N00°38'34"E	14.35'
L10	N25°01'27"E	11.75'
L11	N39°50'17"W	25.63'
L12	S80°11'34"W	33.59'
L13	S01°09'05"W	3.64'
L14	N55°02'55"W	8.43'
L15	S89°20'58"E	3.69'
L16	N76°18'11"W	43.18'
L17	N76°16'12"W	13.61'
L18	N26°41'18"E	37.94'
L19	S76°50'42"E	28.28'
L20	N09°59'58"E	42.80'
L21	S77°39'22"E	22.03'
L22	S87°52'02"E	23.62'
L23	N00°31'29"E	0.61'
L24	S76°13'09"E	5.12'
L25	S75°31'14"E	39.42'
L26	S87°52'02"E	13.71'
L27	N14°40'27"W	2.62'
L28	S41°30'27"W	19.92'
L29	N79°25'01"E	46.23'

PARCEL#	TITLE CODE	AREAS (square feet or as noted)				REMARKS	RECORDATION		
		TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER		TYPE	DATE	DOC.#
63790-1	F	UNITED STATES COAST GUARD	318,652	159,986	51,134	EXIST. COMMUNICATION ESMT=1,484 SF	-	-	-
63790-2	F	UNITED STATES COAST GUARD	80,984			EXIST. COMMUNICATION ESMT=4,379 SF	-	-	-
63790-3	F	UNITED STATES COAST GUARD	26,548			EXIST. COMMUNICATION ESMT=1,150 SF	-	-	-
63823	F	UNITED STATES COAST GUARD	43,111	43,111	0		-	-	-
63824	F	UNITED STATES COAST GUARD	26,079	26,079	0		-	-	-
63825-1	F	UNITED STATES COAST GUARD	356,878	10,969		EXIST. COMMUNICATION ESMT=2,977 SF	-	-	-
63862-1	E	UNITED STATES COAST GUARD	Indefinite		Indefinite	ROAD EASEMENT AREA=538 SF	-	-	-
63862-2	E	UNITED STATES COAST GUARD				MAINTENANCE EASEMENT AREA=584 SF	-	-	-
63791-1	83	T.I.D.A.	18,880			SECTION 83 TO STATE	-	-	-

**GRANTOR NOTES**

- AREAS SHOWN EXCLUDE UNDERLYING FEE IN THE ADJOINING PUBLIC WAY, AC-ACRES
- INDICATES UNDERLYING FEE (UF) AREA
- INDICATES INDETERMINATE UF
- TITLE CODES:
  - A-ACCESS RIGHTS ONLY
  - F-FEE
  - E-EASEMENT (EASE)
  - TCE-TEMP CONSTRUCTION EASE
  - T-OTHER TEMP EASE (SEE REMARKS)
  - O-OTHER (SEE REMARKS)
  - 83-SECTION 83

**NOTES**

- Coordinates and bearings are on CGS 1983(1991.35) Zone 3. Distances and stationing are grid distances. Multiply by 1.00007026 to obtain ground distances.
- All distances are in feet unless otherwise noted.

**LEGEND**

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- Access Opening (Private)
- Indicates Radial Bearing
- (T) Indicates Total Distance or Bearing
- Indicates calculated point. (Does not imply monument set)
- Title to State
- Required for Others
- Treasure Island Development Authority

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY**

**A-10867.1**

SCALE: 1"=50'

FEET 0 25 50 100 200

TO DESIGN: / / EA(s): FA#:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
04	SF	80	7.85 R	2	2

PROJECT ID# 00 0000 0000





**San Francisco  
County Transportation  
Authority**

1455 Market Street, 22ND Floor, San Francisco, California 94103 415-522-4800 info@sfcta.org www.sfcta.org

Date: January 13, 2023

Lieutenant Commander Artum Konotopskiy  
U.S. Department of Homeland Security  
United States Coast Guard  
1301 Clay Street, Suite 700N  
Oakland, CA 94612-5203

**SUBJECT:** Southgate Road Realignment Project - License between USCG and TIDA

Dear Lieutenant Commander Konotopskiy,

The San Francisco County Transportation Authority (SFCTA) requests that the USCG issue a license to the Treasure Island Development Authority (TIDA) to expedite allowing the beneficial public operation of the completed Southgate Road Realignment Project improvements while awaiting property transfer of all related USCG parcels to TIDA.

**Background**

Since 2018, the SFCTA has acted on TIDA's and Caltrans' behalf to purchase four USCG parcels needed to construct, own and operate public infrastructure improvements on Yerba Buena Island as detailed in the August 28, 2018 letter entitled, "Yerba Buena Island Projects and Real Property Acquisition Plan" and which was subsequently modified by issuance of Addendum No. 1 by letter dated October 4, 2018 (known as the "roadmap letter").

To date, the SFCTA has executed the necessary purchase agreements and easement requests for all parcels to USCG's satisfaction. The SFCTA has substantially completed construction and will be ready to open the new Southgate improvements, including the new EB I-80 off-ramp for public use by the end of January 2023, weather permitting.

Separately, the SFCTA is progressing on all required actions with the California Department of Toxic Substances Control (DTSC) to certify the property transfer complies with CERCLA 120(h)(3) by end of April 2023 at the earliest, including confirmation of related Land Use Conditions (LUC) that apply to the property to be transferred. SFCTA anticipates that all requirements needed to complete the transfer, including DTSC certification, should be completed no later than September 30, 2023.

Delaying the public use of the completed Southgate Road interchange system while waiting for the eventual property transfer to be completed would unnecessarily impede the public and Coast Guard's improved safe access of completed island facilities. Additionally, the SFCTA is scheduled to award construction of the Westside Bridges Project (\$115.9M road and bridge replacement project) in March 2023. An adjacent project, the Hillcrest Road Project will begin construction shortly after. These two projects require immediate closure of both the existing left side EB I-80 off-ramp and Treasure Island Road between Macalla Road and Forest Road, requiring all EB I-80 traffic accessing both Yerba Buena and Treasure Islands to use the new Southgate Road system. Failure to open the Southgate Road interchange system would cause delays to both projects, resulting in significant cost increases.



SFCTA priority continues to be working with all parties to complete the property transfer as soon as possible.

***License Request***

The SFCTA requests USCG issue a license to TIDA, the future property owner, to operate, maintain, and accept liability for public use of the completed roadway improvements while waiting for the required DTSC action and property transfer to USCG satisfaction. All current SFCTA agreements with USCG will remain in effect. It is the SFCTA's understanding, based on discussions with TIDA's Treasure Island Director Robert Beck, that TIDA is in agreement with this approach.

***Duration***

SFCTA requests the License between USCG and TIDA be effective by January 31, 2023 and expire September 30, 2023 or upon recording of the property transfer, whichever comes first. In the event it becomes evident the property transfer cannot be completed before the license expiration date, SFCTA and TIDA shall take immediate and reasonable action to mitigate the situation to USCG's satisfaction prior to the license expiration.

***Responsible Points of Contact***

The following Points of Contact shall coordinate all actions and documentation associated with this license:

**USCG:** Beverly Freitas, Sr. Real Property Specialist; Greg Ressio, Site Representative

**TIDA:** Robert Beck, Treasure Island Director

**SFCTA:** Carl Holmes, Deputy Director of Capital Projects; Yana Waldman, Assistant Deputy Director for Capital Projects

For questions regarding this request, please contact me at (415) 522-4812.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carl Holmes', with a stylized flourish at the end.

Carl Holmes  
Deputy Director for Capital Projects  
San Francisco County Transportation Authority

Cc:  
Beverly Freitas, USCG  
Greg Ressio, USCG, Site Representative  
Yana Waldman, SFCTA Assistant Deputy Director for Capital Projects  
Dale Dennis, SFCTA  
Robert Beck, TIDA, Treasure Island Director



11011  
January 27, 2023

Mr. Carl Holmes  
Deputy Director for Capital Projects  
San Francisco County Transportation Authority (SFCTA)  
1455 Market Street, 22 Floor  
San Francisco, CA 94103

Dear Mr. Holmes:

The Coast Guard is in receipt of your letter dated January 13, 2023 requesting the Coast Guard to exercise its statutory authority to grant a real property license to Treasure Island Development Authority (TIDA), allowing TIDA to open to the public the Southgate Road Interchange on Yerba Buena Island prior to the sale and transfer of deed from the Coast Guard to TIDA for the federally-owned land on which the road interchange was constructed. This project is one of many construction projects occurring on Yerba Buena Island following the transfer of title and ownership of land on Yerba Buena Island from the U.S. Navy to TIDA in 2015.

The Coast Guard is authorized under 14 U.S.C. § 504(a)(14) to grant, under such terms and conditions as are deemed advisable, permits, licenses, easements, and rights-of-way over, across, in, and upon lands under the control of the Coast Guard when in the public interest and without substantially injuring the interests of the United States in the property thereby affected.

Since 2018, the USCG and SFCTA have found the Coast Guard's real property license authority to be a practical means of allowing SFCTA to perform work on federal property under terms and conditions that are sufficiently protective of the Coast Guard's obligation to be good stewards of federal lands under Coast Guard jurisdiction, custody, and control.

At present, the Coast Guard, SFCTA, and TIDA are working with the California Department of Toxic Substances Control to complete the final due diligence action necessary to clear the way to convey ownership of the land beneath the road interchange. That step is obtaining DTSC approval of restrictive covenants for the parcels of land that are suitable for commercial/industrial use. DTSC approval under 22 Cal. Admin. Code § 67391.1(e) will clear the way for conveyance of title and ownership of the property in compliance with Title 42 U.S. Code section 9620(h)(3).

Your letter requests a real property license obligating TIDA (1) to operate the premises for public use, (2) to maintain the premises, and (3) to accept liability for public use of the completed roadway improvements. Your letter requests all current SFCTA agreements with USCG will remain in effect. Finally, your letter proposes a termination date of September 30, 2023, or the date the property transfer is recorded by the City and County of San Francisco, whichever occurrence happens first.

The Southgate Road Interchange is a public project. SFCTA, TIDA, and the Coast Guard have a history of and success of granting real property licenses to manage constructions projects. DTSC final approval is anticipated within a matter of months, not years. The foregoing, plus the obligations TIDA is prepared to agree upon in a real property license, allows me to direct the preparation of a draft license for TIDA to review and consider signing at its February 8, 2023 Board meeting.

However, it would not be prudent for the Coast Guard to enter into the license until DTSC finalizes the PEA-e. We view the PEA-e finalization as the benchmark for estimating a reasonably certain completion date.

Please continue to work with Mr. Gregory Ressio and Mr. David Brumley on all issues regarding the draft license or to arrange subsequent meetings as needed.

Sincerely,



D. R. URSINO  
Captain  
U. S. Coast Guard

1 [LICENSE WITH UNITED STATES COAST GUARD]

2 **RESOLUTION AUTHORIZING THE TREASURE ISLAND DIRECTOR TO ENTER INTO A**  
3 **LICENSE WITH THE UNITED STATES COAST GUARD FOR PUBLIC ACCESS**  
4 **ENABLING THE OPENING OF NEW SOUTHGATE ROAD INTERCHANGE**  
5 **IMPROVEMENTS ON YERBA BUENA ISLAND**

6 WHEREAS, The Former Naval Station Treasure Island on Treasure Island and Yerba  
7 Buena Island (together, the "Base") was selected for closure and disposition by the Base  
8 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its  
9 subsequent amendments; and,

10 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended  
11 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter  
12 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority  
13 as a redevelopment agency under California redevelopment law with authority over the Base  
14 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the  
15 Base which are subject to Tidelands Trust, vested in the Authority the authority to administer  
16 the public trust for commerce, navigation and fisheries as to such property; and,

17 WHEREAS, The Treasure Island Transportation Management Act of 2008 ("AB 981")  
18 authorized the creation or designation of a Treasure Island-specific transportation  
19 management agency for Treasure Island, and authorized the Board of Supervisors of the City  
20 and County of San Francisco ("BOS") to designate a board or agency to act as a  
21 transportation management agency for Treasure Island; and,

22 WHEREAS, In April and June 2011, the TIDA Board and the BOS approved numerous  
23 transactions and entitlement documents related to the Project, including the Treasure Island  
24 Transportation Management Plan ("TIP"); and,  
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1           WHEREAS, The San Francisco County Transportation Authority (“SFCTA”) is the  
2 congestion management agency for San Francisco, and the SFCTA has an ongoing, positive  
3 relationship with TIDA, including planning, design and implementation of the Treasure  
4 Island/Yerba Buena Island Ramps Project (the “Project”); and,

5           WHEREAS, The Project included constructing new westbound on- and off-ramps (on  
6 the east side of YBI) to the new Eastern Span of the San Francisco-Oakland Bay Bridge and  
7 seismically retrofitting or reconstructing the YBI Westside Bridges; and,

8           WHEREAS, In July 2013 the TIDA Board of Directors approved two memoranda of  
9 agreement (“2013 MOA”) between TIDA and the SFCTA, (I) one for design and Right of Way  
10 Services, and (II) one to complete the Construction Phases of the Yerba Buena Island Ramps  
11 Improvement Projects, authorizing the SFCTA to take actions necessary to satisfy right of way  
12 certification conditions and provide project management and administrative services during  
13 the construction phase for the Project; and,

14           WHEREAS, The SFCTA assumed responsibility from Caltrans for the completion of the  
15 YBI Southgate Road Realignment Project (the “Southgate Project”) which will connect local  
16 roads to the new eastbound on- and off-ramps from the Interstate 80 San Francisco-Oakland  
17 Bay Bridge; and,

18           WHEREAS, in September 2019, the TIDA Board of Directors approved amendments to  
19 the 2013 MOA and authorized right-of-way services and construction of Southgate Project by  
20 SFCTA; and,

21           WHEREAS, SFCTA entered into a license with United States Coast Guards (“USCG”)  
22 for the rights to enter and construct the Southgate Project on specified USCG parcels; and,

23           WHEREAS, SFCTA has been working USCG to purchase said parcels from the USCG  
24 (“Land Transfer”) that will enable TIDA and City and County of San Francisco to own, operate  
25 and maintain roadways and other facilities constructed under the Southgate Project; and,

1           WHEREAS, SFCTA has completed the construction of the Southgate Project and  
2 Caltrans and City and County of San Francisco Public Works and Municipal Transportation  
3 Agency have deemed the project ready to open to the public; and

4           WHEREAS, California Department of Toxic Substances and Control (“DTSC”) must  
5 certify the Land Transfer between USCG and TIDA in compliance with Federal laws and  
6 regulations and must confirm Land Use Conditions to be applied to the property to be  
7 transferred; and,

8           WHEREAS, The Land Transfer is not expected to be completed until May of this year;  
9 and,

10          WHEREAS, Delaying the public use of Southgate Project would delay public use of the  
11 improved access provided by the new ramps and roadways; and,

12          WHEREAS, SFCTA anticipates to enter into contract for the construction of the  
13 Westside Bridges Project in April 2023 which will require closing the existing eastbound on-  
14 and off- ramps to the SFOBB; and

15          WHEREAS, The SFCTA has requested USCG to grant a license to TIDA allowing the  
16 immediate opening of the Southgate Project; therefore, be it

17          RESOLVED, That the TIDA Board of Directors hereby authorize the Treasure Island  
18 Director to enter into a license (“Southgate License”) allowing for the immediate opening of  
19 the Yerba Buena Island Southgate Roadway Alignment and Improvements with United States  
20 Coast Guards. in substantially the form attached hereto as Exhibit A; and, be it

21          FURTHER RESOLVED, That the TIDA Board of Directors hereby authorizes the  
22 Treasure Island Director to enter into any additions, amendments or other modifications to the  
23 Southgate License that the Treasure Island Director determines in consultation with the City  
24 Attorney are in the best interests of the Authority, that do not materially increase the  
25 obligations or liabilities of the Authority, that do not materially reduce the rights of the

1 Authority, and are necessary or advisable to complete the preparation and approval of the M,  
2 such determination to Southgate License conclusively evidenced by the execution and  
3 delivery by the Treasure Island Director of the documents and any amendments thereto.

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**CERTIFICATE OF SECRETARY**

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on February 8, 2023.

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**Mark Dunlop, Secretary**

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