

CITY OF LOS ANGELES HARBOR DEPARTMENT
Port of Los Angeles

REVOCABLE LICENSE

No. 2025-14

The City of Los Angeles, acting by and through the Board of Harbor Commissioners ("City" or "Board") hereby grants permission to the State of California, Department of Transportation ("Caltrans" or "Assignee") to occupy and use certain lands and/or waters and/or facilities within the Harbor District owned or under the control of the Board, subject to the following terms and conditions:

1. Premises. Assignee is permitted under this Revocable License to occupy and use the areas described in the Caltrans' appraisal maps which identifies ten Caltrans parcel numbers: 86100-1, 86100-2, 86074-3, 86100-5, 86100-6, 86100-7, 86074-5, 86100-8, 86211-1 and 86211-2. Said maps are delineated and are more particularly described on Exhibit A ("Premises"). The Board delegates to the Executive Director of the Harbor Department (Executive Director) the authority to make minor changes to the Premises and the power to take necessary action to effectuate said alterations. Any such changes or adjustments must be documented in writing by the Executive Director to be effective.

2. Permitted Use. The Premises shall be used for the following purposes: parking, laydown, crane access, electrical work related to the placement of seismic sensors and related activities in conjunction with the Vincent Thomas Bridge Deck Replacement Project (Project) for Caltrans Bridge No. 53-1471. Said Use is specifically defined on the Caltrans Entitlement List attached hereto and made a part hereof as Exhibit B ("Permitted Use"); provided, however, that the rights hereby granted to use the Premises for said purposes shall not be exclusive, and whenever the Premises, or any part thereof, are not required in whole or in part for the use of Assignee for the stated purposes, the Executive Director shall have the right to make other assignments to any other person or entity to use such Premises, or any part thereof. Assignee shall not use the Premises in any manner, even if the use is a Permitted Use that will cause cancellation of any insurance policy covering the Premises or adjacent premises; provided, however, Assignee may, in City's sole discretion, remain if it pays the increase in City's insurance costs caused by its operations. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Assignee to be or remain on the Premises, and Assignee shall prevent any such material or matter from being or accumulating upon the Premises. Assignee further agrees not to keep on the Premises, or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the Premises or any structure erected thereon.

3. Parcels 5 and 8 (Caltrans' 86100-6 and 86100-8). Caltrans has chosen Skanska-CEC Joint Venture as the CMGC (Contract Manager/General Contractor) for the construction services contract for this Project. Caltrans understands that Parcels 5 and 8 (also referred to as Caltrans' Parcels #86100-6 and #86100-8) are currently entitled for laydown under a separate contract to a related Skanska contractor for what is commonly referred to by City as the SR47/Front Street Beautification Project (SR47 Project), and that there will be overlap in these entitlements for a part or the entirety of this Project. Caltrans understands that the SR47 contractor has superior entitlement rights to these parcels, and Caltrans represents and warrants that it has received the requisite permissions from the SR47 Project contractor to co-exist during any overlap of these entitlements in order for Caltrans to be able to operate and use Parcels 5 and 8 as contemplated in this Revocable License. Caltrans agrees to hold City harmless for any failure to receive the requisite permissions from the SR 47 Project contractor to use these parcels as contemplated herein.

4. Effective and Termination Dates. This Revocable License shall commence and become effective on:

Date: August 15, 2025 ("Effective Date")

and shall terminate on:

Date: The termination dates for each of the 10 parcels are set forth in Ex. B. but in no case shall the Revocable License be effective past February 28, 2030 ("Termination Date").

Termination Date shall also mean the date of termination of this Revocable License by revocation as set forth in Section 5, for a conflict of interest as set forth in Section 19, by operation of law, or for any other reason.

5. Assignment Revocable. This Revocable License shall be revocable at any time prior to the Termination Date by Executive Director, at his or her sole option, upon the giving of at least 30 days written notice to Assignee stating the date and time upon which this Revocable License shall terminate. Assignee understands and agrees that Assignee has the interest only of a licensee and has no other interest in the Premises. Assignee understands and agrees that the City reserves the unqualified and unconditional right at any time without any more notice to Assignee than set forth in this Section 5 to withdraw the Premises from Assignee's use. Assignee understands and agrees that, notwithstanding any expenditures it may have made in preparation for its use of the Premises, such withdrawal from use by City does not entitle Assignee or any other person to any damages. Neither City, nor any Board member, officer, or employee thereof, shall be liable in any manner to Assignee because of such revocation.

6. Compensation. For using the Premises pursuant to this Revocable License:

(a) At least thirty (30) days prior to the Effective Date, Assignee shall pay to the City Harbor Department zero Dollars (\$0.00) as compensation for the use of the Premises plus zero Dollars (\$0.00) as a refundable restoration and breakage deposit. Any deposit required under this Section 6(a) shall be in addition to any deposit required for the issuance of a Harbor Engineer Permit pursuant to Section 8 of this Revocable License.

(b) Compensation set forth in Section 6(a) is strictly for use and occupancy of the Premises and in recognition of the benefit to the public that will be derived from Caltrans' actions. Assignee may incur additional charges if City provides utilities, equipment, or labor, including but not limited to security provided by the Los Angeles Port Police, where necessary to support the Permitted Use. Use of the Premises for purposes not expressly permitted under the provisions of this Revocable License, whether approved in writing by Executive Director or not, may also result in additional charges, including charges required under the Port of Los Angeles Tariff No. 4, as it may be amended or superseded ("Tariff"). Assignee agrees to pay such additional charges.

(c) Notwithstanding any other provision of this Revocable License, Assignee's obligation to pay all compensation to City shall be absolute and unconditional and shall not be affected by any circumstance including, without limitation, any set-off, counterclaim, recoupment, defense, or other right or claim which Assignee may have against City.

7. Premises Satisfactory to Assignee / Required Modifications. Assignee has inspected the Premises and agrees that they are suitable for the Permitted Use. No officer or employee of City has made any representation or warranty with respect to the Premises, except as described in writing and attached hereto as an addendum, if any, and in entering into this Revocable License, Assignee agrees it relies only on the provisions of the Revocable License. Any modification, improvement, or addition to the Premises and any equipment installation or removal required by the Fire Department, Department of Building and Safety, South Coast Air Quality Management District, Regional Water Quality Control Board, U.S. Coast Guard, Environmental Protection Agency, or any other agency in connection with Assignee's operations, shall be constructed, installed, or removed at Assignee's sole expense. Assignee shall obtain a Harbor Engineer Permit from the office of the Chief Harbor Engineer, Engineering Division, of City's Harbor Department ("Chief Harbor Engineer") and shall comply with the requirements of Section 8 of this Revocable License before making any modification, improvement, or addition to the Premises.

8. Alterations on Premises. Assignee shall not construct on or alter ("Alteration") the

Premises, except as provided for herein with the electrical seismic work set forth in Ex. B., including a change in the grade, without first obtaining City's written approval and a Harbor Engineer Permit. Assignee shall submit to City a complete Application for Port Permit if required that attaches a complete set of drawings, plans, and specifications reflecting the proposed Alteration. Where applicable, the drawings, plans, and specifications must be prepared and stamped by a licensed engineer registered in the State of California. All projects in the Harbor District are subject to review by City's Harbor Department pursuant to the California Environmental Quality Act (CEQA) and the certified Port Master Plan. City's Chief Harbor Engineer shall have the right to reject or order reasonable changes in said drawings, plans, and specifications. Assignee, at its own expense, shall obtain all permits necessary for such Alteration, including a Harbor Engineer Permit, prior to the commencement of such Alteration. All Alterations by Assignee pursuant to this Revocable License shall be at Assignee's sole expense. Assignee shall keep the Premises free and clear of liens for labor and materials and shall hold City harmless from any responsibility in respect thereto. Assignee shall give written notice to the Chief Harbor Engineer, in advance, of the date it will commence any Alteration. Immediately upon the completion of the Alteration, Assignee shall notify the Chief Harbor Engineer of the date of such completion. Assignee will provide City with as-builts upon completion of any work.

9. Signs and Lighting. Assignee shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind without first obtaining the written consent of Executive Director. If Assignee obtains consent, Assignee shall also comply with the requirements of Section 8 of this Revocable License prior to erecting or displaying any signs or advertising matter on the Premises. Assignee shall further post, erect, and maintain on the Premises such signs as Executive Director may direct. All signs erected or displayed on the Premises shall comply with the regulations set forth in Section 14.4.1 *et seq.* of the Los Angeles Municipal Code. Assignee acknowledges that the Premises may lack adequate lighting for a Permitted Use and that Assignee is responsible for installing temporary or permanent lighting as it may deem necessary to perform any labor, or to protect any property stored or located on the Premises, or to otherwise use the Premises for any Permitted Use. Assignee shall comply with the requirements of Section 9 of this Revocable License prior to installing any lighting. Any lighting installed shall meet Illuminating Engineering Society / American National Standards Institute (IES/ANSI) standards.

10. Immediate Access to Repair / Maintain Premises. Assignee is aware that City's Department of Water & Power, other utility, or other maintenance or service from or on behalf of City, may need to service or repair certain facilities on the Premises. If such repair is necessary, Assignee agrees to relocate, at its expense, all of its equipment and other personal property to provide such personnel adequate access. Assignee agrees to complete such relocation within twenty-four (24) hours of receiving notice from City except in case of emergency. Assignee agrees neither the department servicing the Premises nor City shall be responsible for any loss Assignee may suffer as a result of such maintenance or repair.

11. Premises Subject to Tariff. Assignee accepts the Premises and shall undertake the Permitted Use set forth in Section 2 of this Revocable License subject to each and every term and condition provided herein, and to each and every rate, term, and condition of the Tariff, as applicable to Premises and/or the Permitted Use. Assignee represents and warrants that it has received, read, and understands the rates, terms, and conditions of the Tariff. Except as otherwise set forth in this Revocable License, Assignee is contractually bound by all Tariff rates, terms, and conditions as if the same were set forth in full herein. City in its sole and absolute discretion shall determine if a conflict exists between a provision of this Revocable License and a Tariff provision. In the event of such conflict, this Revocable License shall at all times prevail.

12. Compliance with Applicable Laws and Environmental Obligations.

(a) The project is subject to Mitigation Measures as modified in the Findings of Fact, Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program for the Vincent Thomas Bridge Deck Replacement Project (SCH No. 2023040301). Permittee acknowledges and agrees to perform all environmental mitigation measures and mitigation monitoring and reporting set forth collectively in Exhibit "C" attached hereto.

(b) At all times in its use and occupancy of the Premises and its conduct of operations thereon, Assignee, at Assignee's sole cost and expense, shall comply with all applicable federal, state, county, City, or government agency laws, statutes, ordinances, standards, codes (including all building codes), rules, regulations, requirements, or orders in effect now or hereafter in effect ("Applicable Laws") pertaining to the use or condition of the Premises and/or Assignee's operations and conduct of its business. Applicable Laws shall include, but not be limited to, all environmental laws and regulations in effect now or hereafter in effect including:

(i) The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 USCS §§ 9601 *et seq.*) in its present or successor form and its implementing regulations;

(ii) The Resource Conservation and Recovery Act and Hazardous and Solid Waste Amendments of 1984 ("RCRA") (42 USCS §§ 6901 *et seq.*) in its present or successor form and its implementing regulations;

(iii) The federal Clean Water Act (33 USCS §§ 1251 *et seq.*) in its present or successor form and its implementing regulations;

(iv) The California Porter-Cologne Water Quality Control Act (California Water Code §§ 13020 *et seq.*) in its present or successor form and its implementing regulations;

(v) The federal Clean Air Act (42 USCS §§ 7401 *et seq.*) in its present or successor form and its implementing regulations;

(vi) The California Clean Air Act of 1988 (Chapter 1568, Statutes of 1988) in its present or successor form and its implementing regulations;

(vii) The California Lewis-Presley Air Quality Management Act of 1976 (California Health and Safety Code §§ 40400 *et seq.*) in its present or successor form and its implementing regulations; and

(viii) Any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standard of conduct) now or hereinafter in effect which concerns Environmentally Regulated Material (as defined in Section 12(d)), the Premises, and/or Assignee's use and/or occupancy thereof.

(c) It is the parties' intent that Assignee will make, at Assignee's sole cost and expense, any and all alterations, improvements, and changes, whether structural or nonstructural, that are required by Applicable Laws. In addition, Assignee shall comply immediately with all applicable environmental policies, rules, and directives of City's Harbor Department, known as the Port Environmental Policies. This Revocable License shall be construed in accordance with California law.

(d) Assignee shall not cause or permit any Environmentally Regulated Material, as defined in this Section 12(d), to be generated, brought onto, handled, used, stored, transported from, received, or disposed of (hereinafter sometimes collectively referred to as "handle" or "handled") in or about the Premises except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Environmentally Regulated Material and except as permitted, required, or necessary under Section 2 of this Revocable License, if any. Assignee shall handle all such Environmentally Regulated Material in strict compliance with Applicable Laws in effect during Assignee's occupancy. The term "Environmentally Regulated Material" shall mean:

(i) Any "hazardous substance" as that term is defined in the CERCLA;

(ii) "Hazardous waste" as that term is defined in the RCRA;

(iii) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation,

ordinance, or requirement (including consent decrees and administrative orders imposing liability or standard of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereinafter in effect);

(iv) Radioactive material, including any source, special nuclear, or byproduct material as defined in the Atomic Energy Act of 1954 (42 USCS §§ 2011 *et seq.*) in its present or successor form;

(v) Asbestos in any form or condition;

(vi) Polychlorinated biphenyls ("PCBs") and any substance or compound containing PCBs; and

(vii) Petroleum products.

(e) Assignee shall remediate or cause the remediation of any spill, discharge, or release of any Environmental Regulated Material that occurs in, on, under, or about the Premises ("Contamination"), whether caused by Assignee or any third-party during Assignee's occupancy, including Contamination of improvements, adjacent harbor waters, soil, sediment, groundwater, or air, or of adjacent premises (including soil, sediment, groundwater, or air) and including Contamination that is considered a nuisance under Applicable Laws. Remediation shall be to the satisfaction of City, and the requirements of the applicable governmental agencies including the Regional Water Quality Control Board, by removing or effecting the removal of all Contamination including but not limited to contaminated soil, water, groundwater, sediment, or other material it may place or cause to be placed on site such that no encumbrances, such as deed or land use restrictions, be imposed on the Premises as a result of such Contamination. In fulfilling the obligations under this Section 12, Assignee shall also comply with any other conditions reasonably imposed by City. If Assignee knows or has reasonable cause to believe that Contamination has occurred in, on, under, or about the Premises, Assignee shall immediately give written notice to City.

(f) Assignee bears sole responsibility for full compliance with any and all Applicable Laws regarding the use, storage, handling, distribution, processing, and/or disposal of Environmentally Regulated Material including Contamination, regardless of whether the obligation for such compliance or responsibility is placed on the owner of the Premises, on the owner of any improvements on the Premises, on the user of the Premises, or on the user of any improvements on the Premises. For purposes of CERCLA, and any and all other Applicable Laws, Assignee shall be considered the owner and operator. Assignee agrees that any claims, damages, fines, or other penalties asserted against or levied on City and/or Assignee as a result of noncompliance with any Applicable Laws shall be the sole responsibility of Assignee and that Assignee shall indemnify and hold City harmless from any and all such claims, damages, fines, penalties, and/or judgments, as well as any costs expended to defend against such claims, damages, fines, and penalties and/or judgments, including attorneys' and experts' fees. City, at its sole option, may pay such claims, damages, fines, penalties, and/or judgments resulting from Assignee's noncompliance with any of the aforementioned authorities, and Assignee shall indemnify and reimburse City for any such payments.

(g) In discharging Assignee's obligations under this Revocable License, if Assignee disposes of any Contamination, within thirty (30) days of Assignee's receipt of original documents, Assignee shall provide City copies of all records, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site, and the location of the disposal site. Neither City, Port of Los Angeles, nor Los Angeles Harbor Department shall appear on any manifest document as a generator of such material.

(h) In discharging Assignee's obligations under this Revocable License, Assignee shall perform any tests using a laboratory certified by Environmental Laboratory Accreditation Program (ELAP), under the State Water Resources Control Board, or other similar laboratory upon City's written approval. By signing this Revocable License, Assignee hereby irrevocably directs any such laboratory to

provide City, upon written request from City, copies of all of its reports, tests results, and data gathered. As used in this Section 12, "Assignee" includes agents, employees, contractors, subcontractors, and/or invitees of Assignee.

(i) Assignee shall implement City's Harbor Department's policies, known as Best Management Practices, in order to reduce the potential for pollutants to enter Harbor waters, as follows:

(j) Facility Operations: Clean and maintain facility regularly. Use dry cleaning methods whenever possible; avoid washing areas down. Do not allow sweepings or sediment to enter the storm drain or the Harbor. Collect wash water for disposal or direct to a clarifier. Do not encourage scavengers. Do not feed birds, feral cats, sea lions, or other scavengers. Recycle whenever possible.

(ii) Maintenance Operations: Use drip pans to prevent any drips or leaks from contacting the ground during maintenance and fueling operations. Clean spills or drips immediately using dry methods. Use spill cleanup kits to confine or contain spills. Do not hose down equipment or allow process water to enter the storm drain or the Harbor. Place tarps beneath maintenance and repair operations to prevent materials such as paint chips and metals from contacting the ground.

(iii) Material and Waste Handling and Storage: Train employees responsible for waste management on handling and disposal procedures. Store all hazardous and universal waste in accordance with all federal, state, and local regulations. Store all materials and waste inside and in secondary containment. If stored outside, store only in designated, covered, and contained areas. Store waste in covered, leak proof, labeled containers. Keep lids closed on all outdoor containers including dumpsters. Store all oily products (e.g. engines), batteries, tires, and metal off the ground and under cover when stored outdoors.

(i) Except as may be otherwise provided in this Revocable License, Assignee's obligations in this Section 12 shall survive the Termination Date of this Revocable License.

13. Restoration and Surrender of Premises, and Damages for Unforeseen or Unanticipated Costs. Upon the termination of this Revocable License, Assignee shall quit and surrender occupancy and use of the Premises to City and shall, without cost to City, remove any and all its property and restore the Premises to the same or as good condition as the same were in at the time of the first occupancy thereof by Assignee. Assignee may incur additional charges and/or forfeit any deposit if Assignee fails to fully restore the Premises to the satisfaction of the Executive Director prior to the termination of this Revocable License.

(a) Inspections Prior to Occupancy. City and Caltrans will conduct a joint inspection of each of the 10 parcels to document the condition of the parcels prior to occupancy, and this documentation of site conditions will serve as the baseline for any damages claims and any restoration obligations required of Caltrans.

(b) Caltrans agrees to reimburse City or any of its stakeholders (i.e., tenants, rail operators, etc.) for unforeseen or unanticipated costs (i.e., flaggers, security, etc.) resulting from Caltrans' use of the Premises.

(c) Upon presentation of an invoice or other satisfactory documentation or evidence to Caltrans by the City or any of its stakeholders, Caltrans agrees to either reimburse or directly pay for any such unforeseen costs. If the payment is due to the tenant or other non-City stakeholder, such payment(s) will be directly paid to the tenant. Any requests for payment to Caltrans due to City directly shall not be unreasonably withheld, and any such payment due to the City will be made as follows:

City of Los Angeles Harbor Department
425 S Palos Verdes St, 4th Floor
San Pedro, CA 90731
Attn: Finance, Cashier's Office

14. Indemnity.

(a) Except as may arise from the sole negligence or willful misconduct of City, Assignee shall at all times relieve, indemnify, protect, and save harmless City and any and all of its boards, officers, agents, and employees from any and all claims and demands, actions, proceedings, losses, liens, costs, and judgments of any kind and nature whatsoever, including cost of litigation (including all actual litigation costs incurred by City, including but not limited to costs of outside counsel, experts and consultants), for death of or injury to persons, or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties that may arise from or be caused directly or indirectly by:

(i) Any dangerous, hazardous, unsafe, or defective condition of, in, or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Assignee, its officers, agents, employees, sublessees, Assignees, or invitees;

(ii) Any operation conducted upon, or any use or occupation of, the Premises by Assignee, its officers, agents, employees, sublessees, Assignees, or invitees under or pursuant to the provisions of this Revocable License or otherwise;

(iii) Any act, error, omission, willful misconduct, or negligence of Assignee, its officers, agents, employees, sublessees, Assignees, or invitees, arising from the use, operation, or occupancy of the Premises, regardless of whether any act, omission, or negligence of City, its officers, agents, or employees contributed thereto;

(iv) Any failure of Assignee, its officers, agents, or employees to comply with any of the terms or conditions of this Revocable License or any Applicable Laws; or

(v) The conditions, operations, uses, occupations, acts, omissions, or negligence referred to in subdivisions (i), (ii), (iii) and (iv) above, existing or conducted upon or arising from the use or occupation by Assignee or its invitees on any other premises within the Harbor District, as defined in the Charter of City.

(b) Assignee also agrees to indemnify City and pay for all damages or loss suffered by City and City's Harbor Department including, but not limited to, damage to or loss of property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions, or negligence referred to in this Section 14. The term "persons" as used in this Section 14 shall include, but not be limited to, officers and employees of Assignee.

(c) Assignee shall also indemnify, defend, and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution of the value of the Premises, damages for loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees) which arise during or after the term of this Revocable License as a result of Contamination for which Assignee is otherwise responsible for under the terms of this Revocable License. This indemnification of City by Assignee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal, or restoration work required by any federal, state, or local governmental agency because of Contamination present in the soil or groundwater on or under the Premises.

(d) The indemnity obligations under this Section 14 shall survive the Termination Date of this Revocable License and shall apply regardless of the active or passive negligence of City and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on City.

15. Insurance. In addition to, and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 14 of this Revocable License, Assignee shall procure and

maintain at its sole cost and expense and keep in force at all times during the term of this Revocable License the following insurance:

(a) Commercial general liability or marine general liability insurance, including contractual liability and property damage insurance, written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available) with Assignee's normal limits of liability but not less than One Million Dollars (\$1,000,000) for injury or death to one or more persons out of each accident or occurrence and One Million Dollars (\$1,000,000) for bodily injury and property damage for each occurrence/ Two Million Dollars (\$2,000,000) general aggregate. Where Assignee's operations involve work within fifty (50) feet of railroad track, Assignee's commercial general liability coverage shall also have the railroad exclusion deleted.

(b) Where Assignee utilizes any vehicles, Assignee shall procure and maintain at its expense and keep in force at all times during the term of this Revocable License automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. This insurance shall cover all owned, non-owned, and/or hired automobiles.

(c) City acknowledges that the State of California is self-insured and its public liability is covered by the Self-insurance letter attached hereto and made a part hereof as Exhibit D.

(d) If Assignee maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Assignee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

(e) Policies submitted pursuant to Section 15 of this Revocable License shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

(i) "Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the City of Los Angeles, acting by and through its Harbor Department, the Board of Harbor Commissioners, and their officers, agents, and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts, and activities of all the insureds, including any sole negligence of the additional insureds, under Revocable License No. _____, and under any amendments, modifications, extensions, or renewals of said permit regardless of whether such contractual obligations, operations, uses, occupations, acts, and activities occur on the Premises or elsewhere."

(ii) "The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by the City is excess coverage."

(iii) "In the event of one of the named insureds incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the insurance company's limit of liability."

(iv) "Notice of occurrences or claims under the policy shall be made to the City's Risk Manager with copies to the Los Angeles City Attorney's Office."

(f) Assignee shall secure the payment of compensation to any employees injured while performing work or labor necessary for and incidental to performance under this Revocable License in accordance with Section 3700 of the California Labor Code. Assignee shall file with City one of the following:

(i) A certificate of consent to self-insure issued by the Director of Industrial Relations, State of California;

(ii) A certificate of Workers' Compensation insurance issued by an admitted carrier;

or

(iii) An exact copy or duplicate thereof of the policy certified by the Director of Industrial Relations or the insurer.

Such documents shall be filed prior to Assignee's occupancy of the Premises. Where Assignee has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act ("USLHWC Act"), Assignee shall furnish proof of such coverage to City. It is suggested that Assignee consult with its insurance professional of its choosing to determine whether its proposed operation methods will render its employees subject to coverage under the USLHWC Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against City.

(g) All insurance procured by Assignee shall comply with the following:

(i) For each insurance policy, the Assignee shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(ii) Electronic submission is the required method of submitting Assignee's insurance documents. KwikComply is City's online insurance compliance system which is designed to be used by insurance brokers and agents to submit client insurance certificates directly to City. Assignee's insurance broker or agent shall obtain access to KwikComply at <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on Assignee's behalf.

(iii) Prior to the expiration of each policy, Assignee shall show through submitting to KwikComply that the policy has been renewed or extended or, if new insurance has been obtained, submit the appropriate proof of insurance to KwikComply. If Assignee neglects or fails to secure or maintain the required insurance, or if Assignee fails to submit proof of insurance as required above, City's Harbor Department may, at its option and at the expense of Assignee, obtain such insurance for Assignee.

(iv) Executive Director, at his or her discretion, based upon recommendation of the Risk Manager of City's Harbor Department, may request that Assignee increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving written notice to Assignee.

(v) Upon request by City, Assignee must furnish a copy of the binder of insurance and/or full certified copies of any or all policies of insurance required herein. Assignee's obligation to provide such copies shall survive the Termination Date regardless of whether City's request is made prior to or after the Termination Date.

(vi) Assignee shall report in writing to Executive Director within fifteen (15) days after it, its officers, or its managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property, occurring upon the Premises, or elsewhere within the Harbor District, if Assignee's officers, agents, or employees are involved in such an accident or occurrence. Such report shall contain to the extent available: (1) the name and address of the persons involved; (2) a general statement as to the nature and extent of injury or damage; (3) the date and hour of occurrence; (4) the names and

addresses of known witnesses; and (5) such other relevant information as may be known to Assignee, its officers, or its managing agents.

16. No Assignments/Sublicenses/Transfers. No transfer of this Revocable License, or any interest therein or any right or privilege thereunder, regardless of whether accomplished by a separate agreement, sale of stock or assets, merger or consolidation or reorganization by or of Assignee (or any entity that directly or indirectly controls or owns fifty percent (50%) or more of Assignee), or accomplished in any other manner, whether voluntary or by operation of law, including but not limited to assignment, sublicense, transfer, gift, hypothecation, or grant of total or partial control, or any encumbrance of this Revocable License (hereafter collectively referred to as "Transfer"), shall be valid or effective for any purpose. "Transfer" also shall include the involvement of Assignee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout, or otherwise) whether or not a formal assignment or hypothecation of this Revocable License or Assignee's assets, which involvement results in a reduction of the net worth of Assignee (defined as the net worth of Assignee, excluding guarantors, established by generally accepted accounting principles) by an amount greater than twenty-five percent (25%) of such net worth as it was represented at the time of the execution of this Revocable License or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater. For purposes of this Section 16, the term "by operation of law" includes but is not limited to: (1) the placement of all or substantially all of Assignee's assets in the hands of a receiver or trustee; or (2) a transfer by Assignee for the benefit of creditors; or (3) transfers resulting from the death or incapacity of any individual who is an Assignee or of a general partner of an Assignee. Notwithstanding the provisions of this Section 16, Assignee may enter into subcontracts with other individuals or entities as necessary for the Permitted Use authorized under this Revocable License provided that Assignee remains primarily responsible for all obligations under this Revocable License.

17. Assignee Name Change. Assignee shall notify City in writing within ten (10) days of making any changes to its name as set forth in the preamble of this Revocable License and shall provide City with all documents in connection with the change.

18. Transfer of Stock. If Assignee is a corporation and more than ten percent (10%) of the outstanding shares of capital stock of Assignee is traded during any calendar year after filing its application for this Revocable License, Assignee shall notify Executive Director in writing within ten (10) days after the transfer date; provided, however, that this provision shall have no application in the event the stock of Assignee is listed on either the New York Stock Exchange, NASDAQ, or the NYSE Arca Options. If more than twenty-five percent (25%) of the Assignee's stock is transferred, whether by one or by means of successive transfers, regardless of whether Assignee is a publicly or privately held entity, such transfer shall be deemed an assignment within the meaning of Section 16. Any such transfer shall void this Revocable License. Such a transfer is agreed to be a breach of this Revocable License which shall entitle the Executive Director to immediately terminate this Revocable License by giving written notice thereof.

19. Conflict of Interest. It is understood and agreed that the parties to this Revocable License have read and are aware of the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of City's Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Revocable License. Notwithstanding any other provision of this Revocable License, it is further understood and agreed that if such a financial interest does exist at the inception of this Revocable License, City may immediately terminate this Revocable License by giving written notice thereof.

20. Notice. In all cases where written notice, including the service of legal pleadings, is to be given under this Revocable License, service shall be deemed sufficient if said notice is deposited in the United States mail, in a sealed envelope, addressed as set forth below, with postage thereon fully prepaid. When so given, such notice shall be effective from the date of mailing. Unless changed by notice in writing from the respective parties, notice to the parties shall be as follows:

To City: Los Angeles Harbor Department
P.O. Box 151
San Pedro, California 90733-0151
Attention: Executive Director
Attention: Director of Cargo & Industrial Real Estate

With a copy to: Office of City Attorney—Harbor Department
425 S. Palos Verdes Street
San Pedro, California 90731
Attention: General Counsel

To Assignee: Dan Murdoch
Office of Right of Way
California Department of Transportation
100 S Main Street, MS
Los Angeles, CA 90012

Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law. All notice periods under this Revocable License refer to calendar days unless otherwise specifically stated.

21. Construction of Agreement. This Revocable License shall not be construed against the party preparing it and shall be construed without regard to the identity of the person who drafted this Revocable License.

22. No Waiver. No waiver by either party at any time of any terms or conditions of this Revocable License shall be a waiver at any subsequent time of the same or any other term or condition. The acceptance of compensation by City shall not be deemed a waiver of any other breach by Assignee of any term or condition of this Revocable License other than the failure of Assignee to timely make any particular compensation payment so accepted. No breach of a covenant, term, or condition of this Revocable License will be deemed to have been waived by City unless the waiver is in writing and executed by City.

23. Joint and Several Obligations of Assignee. If more than one individual or entity comprises Assignee, the obligations imposed on each individual or entity that comprises Assignee under this Revocable License shall be joint and several.

24. Time of the Essence. Time is of the essence in this Revocable License.

25. Nondiscrimination and Affirmative Action Provisions. Assignee agrees not to discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All subcontracts awarded under or pursuant to this Revocable License shall contain this provision.

26. Small/Very Small Business Enterprise Program. It is the policy of the Department and the City to provide Small Business Enterprises ("SBEs") and Very Small Business Enterprises ("VSBEs"), and Minority Business Enterprises ("MBEs"), Women's Business Enterprises ("WBEs"), Disabled Veteran Business Enterprises ("DVBEs"), and all Other Business Enterprises ("OBEs"), an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. To the fullest extent allowed by law, Assignee is encouraged to assist the Department and City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in any such participation opportunity which might be

presented under this Revocable License.

27. Service Contractor Worker Retention Policy and Living Wage Policy Requirements. Board adopted Resolution No. 5771 on January 3, 1999, to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention, set forth at Section 10.36 *et seq.* of the Los Angeles Administrative Code, as the policy of City's Harbor Department. Further, Charter Section 378 requires compliance with City's Living Wage requirements, set forth at Section 10.37 *et seq.* of the Los Angeles Administrative Code. Assignee shall comply with these policies wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Revocable License and otherwise pursue legal remedies that may be available.

28. Wage and Earnings Assignment Orders/Notices of Assignments. Assignee is obligated to fully comply with all applicable state and federal employment reporting requirements for Assignee and/or its employees. Assignee shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Assignee will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Section 5230 *et seq.* of the California Family Code. Assignee will maintain such compliance throughout the term of this Revocable License.

29. Equal Benefits Policy. Board adopted Resolution No. 6328 on January 12, 2005, to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, set forth at Section 10.8.2.1 *et seq.* of the Los Angeles Administrative Code, as a policy of City's Harbor Department. Assignee shall comply with the policy wherever applicable. Violation of the policy shall entitle City to terminate this Revocable License and otherwise pursue legal remedies that may be available.

30. Business Tax Registration Certification. Assignee represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by City's Business Tax Ordinance set forth at Sections 21.00 *et seq.* of the Los Angeles Municipal Code. Assignee shall provide City evidence that all such Certificates have been obtained. Assignee shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

31. Wilmington Truck Route. It is recognized by both parties that Assignee may not directly control any trucks serving the Premises. However, Assignee will make its best effort to notify truck drivers, truck brokers, and trucking companies that trucks serving the Premises must confine their route to the designated Wilmington Truck Route of Alameda Street and Harry Bridges Boulevard; Figueroa Street from Harry Bridges Boulevard to "C" Street; and Anaheim Street east of Alameda Street.

32. State Tidelands Act. This Revocable License, the Premises, and Assignee's use and occupancy thereof shall at all times be subject to the limitations, conditions, restrictions, and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (1929 Cal. Stats., Ch. 651), as amended, and Article VI of the Charter of City of Los Angeles relating to such lands. Assignee shall not undertake any use of the Premises, even a Permitted Use, which is or will be inconsistent with such limitations, conditions, restrictions, and reservations.

33. Section Headings. Section headings used in this Revocable License are merely descriptive and not intended to alter the terms and conditions of the sections.

34. Integrated Agreement. It is understood that this Revocable License supersedes and cancels any and all previous negotiations, arrangements, representations, agreements, negotiations, and understandings, if any, between the parties related to the subject matter of this Revocable License and there are no oral agreements that affect any of the terms of this Revocable License.

35. Amendments. No provision of this Revocable License may be amended except by an

agreement in writing signed by City and Assignee. Any such modifications are subject to all applicable approval processes set forth in City's Charter, City's Administrative Code, or other applicable law.

36. Governing Law and Venue. This Revocable License is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced, and governed under the laws of the State of California without reference to choice of law rules. Any action or proceeding arising out of or related to this Revocable License shall be filed and litigated in the state or federal courts located in the County of Los Angeles, State of California.

(signature page follows)

DATED: _____

CITY OF LOS ANGELES
HARBOR DEPARTMENT

By: _____
EUGENE D. SEROKA
Executive Director

The undersigned Assignee hereby accepts the foregoing Revocable License and agrees to abide by, to be bound by, and to observe each and every of the terms, conditions, and covenants thereof, including those set forth in any addendum.

DATED: July 17, 2025

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: Zoltan Elo
Name: DAN MURDOCH
Title: DEPUTY DISTRICT DIRECTOR

By: James Marsella
Name: JAMES MARSELLA
Title: ACTING OFFICE CHIEF

APPROVED AS TO FORM AND LEGALITY

July 31, 2025
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By: Justin Hauteray, Deputy

EXHIBIT A

Caltrans' Appraisal Maps

COUNTY OF LOS ANGELES
CITY OF LOS ANGELES

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.



NO.	BEARING	DISTANCE
L1	S17°23'34"W	54.77'
L2	S72°49'30"W	80.00'
L3	S16°11'00"E	68.00'
L4	N17°49'00"E	75.00'
L5	N08°51'00"W	88.00'

NO.	BEARING	DISTANCE
L6	S18°00'30"W	45.00'
L7	S88°09'43"E	108.55'
L8	N17°21'17"E	84.00'
L9	N30°08'28"W	92.00'
L10	N68°13'17"E	37.10'
L11	N41°28'18"E	74.00'
L12	N61°42'44"E	37.87'
L13	N50°35'30"E	81.61'
L14	S17°09'17"W	42.57'
L15	S18°03'28"W	72.43'

NO.	RADIAL BEARING
R1	S32°03'17"(R)
R2	S14°10'22"(R)
R3	N55°18'00"(R)
R4	S60°35'18"(R)

NO.	RADIUS	DELTA	LENGTH
C1	330.00'	46°13'13"	104.89'
C2	139.00'	4°46'15"	63.45'
C3	20.00'	85°01'05"	28.68'

- NOTES:
 86100-5 & 6 FOR CRANE
 86100-7 ELECTRICAL WORK FOR SEISMIC SENSORS
 86100-8 FOR STAIR TOWER AND PARKING

* AREA FIGURE IS BASED ON THE CALCULATED ACREAGE PER L'ADVISION.

PARCEL #	TITLE	GRANTOR	TOTAL AREA (square feet or as noted)	REMARKS	RECORDATION
86100-5	TCE	LA CITY HARBOUR DEPT	10,141	TCE expiration date March 31, 2029	
86100-6	TCE	LA CITY HARBOUR DEPT	8,249	TCE expiration date March 31, 2029	
86100-7	TCE	LA CITY HARBOUR DEPT	32,756	TCE expiration date December 31, 2029	
86100-8	TCE	LA CITY HARBOUR DEPT	1,280	TCE expiration date February 28, 2030	

GRANTOR NOTES
 1) Areas shown indicate underlying fee in the underlying public works.
 2) Public works underlying fee (PWF) area includes the entire area of the project.
 3) The PWF area includes the entire area of the project.
 4) The PWF area includes the entire area of the project.
 5) The PWF area includes the entire area of the project.
 6) The PWF area includes the entire area of the project.
 7) The PWF area includes the entire area of the project.
 8) The PWF area includes the entire area of the project.
 9) The PWF area includes the entire area of the project.
 10) The PWF area includes the entire area of the project.

NOTES
 1) Access PROHIBITED DIMENSION POINT ACCESSOR'S PARCEL NUMBER
 2) ACCESS PROHIBITED DIMENSION POINT ACCESSOR'S PARCEL NUMBER
 3) ACCESS PROHIBITED DIMENSION POINT ACCESSOR'S PARCEL NUMBER
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 8) ACCESS PROHIBITED DIMENSION POINT ACCESSOR'S PARCEL NUMBER
 9) ACCESS PROHIBITED DIMENSION POINT ACCESSOR'S PARCEL NUMBER
 10) ACCESS PROHIBITED DIMENSION POINT ACCESSOR'S PARCEL NUMBER

STATE OF CALIFORNIA
 CALIFORNIA STATE TRANSPORTATION AGENCY
 DEPARTMENT OF TRANSPORTATION
**RIGHT OF WAY
 APPRAISAL MAP
 27218-C**
 FOR PREVIOUS R/W INFORMATION SEE
 MAPS 12105-3 & 12105-4
 SCALE: 1" = 50'
 FEET 0 25 50 100 150
 TO DESIGN 14/03/2024 (EAL) 30020 FAW
 DRAWN BY L. CHONG CHECKED BY L. CHONG
 DISTRICT COUNTY ROUTE SHEET # SHEET NO. TOTAL SHEETS
 02 14 1 27 213 4

Exhibit A

PROJECT ID: 072250334

COUNTY OF LOS ANGELES
CITY OF LOS ANGELES

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



LINE TABLE

NO.	BEARING	DISTANCE
L1	S01°44'44" W	56.00'
L2	S03°23'00" W	25.00'
L3	S87°47'00" E	50.00'
L4	N05°01'25" E	25.00'
L5	N03°40'36" E	50.00'
L6	S05°55'45" W	25.00'
L7	S84°10'30" E	150.00'
L8	N05°49'24" E	25.00'

RADIAL LINE TABLE

NO.	RADIAL BEARING	RI	R2	NO. 1	NO. 2
R1	N03°21'36" E	(R)			
R2	N08°17'11" E	(R)			

CURVE DATA TABLE

NO.	RADIUS	DELTA	LENGTH
C1	1371.33'	173°16'	56.63'
C2	1371.33'	173°16'	56.63'
C3	1823.05'	47°52'35"	150.00'
C4	1823.05'	47°52'35"	150.00'
C12	1823.05'	137°25'43"	428.68'

LINE TABLE

NO.	BEARING	DISTANCE
L1	S03°09'24" W	74.00'
L2	N85°58'12" E	80.00'
L3	N03°09'11" W	57.50'
L4	S10°16'32" W	57.64'
L5	S70°37'39" E	17.00'
L6	N10°22'27" E	71.83'
L7	S70°32'44" E	203.15'
L8	S10°56'48" W	58.64'
L9	S73°28'45" E	78.44'
L10	N10°58'01" E	62.11'
L11	S70°58'00" E	80.24'
L12	N10°04'00" E	13.80'
L13	N75°56'00" W	130.40'
L14	N13°54'03" W	171.78'
L15	N78°42'23" N	143.43'
L16	N65°33'30" E	241.53'
L17	N67°06'04" E	33.54'
L18	S35°42'08" E	212.87'

NOTES:
R100-1 FOR ELEVATOR #1 AND PARKING
R6100-2 FOR ELEVATOR #1 INSTALLATION
R6100-7 ELECTRICAL WORK FOR SEISMIC SENSORS

LEGEND:
50'X25' ELEVATOR

* AREA FIGURE IS BASED ON THE CALCULATED ACREAGE PER LANDVISION.

REVISIONS

NO.	DATE	BY	REVISIONS
1	04/15/2015	A. ZHONG	ISSUED FOR PERMIT
2	04/15/2015	A. ZHONG	REVISED PER COMMENTS
3	04/15/2015	A. ZHONG	REVISED PER COMMENTS
4	04/15/2015	A. ZHONG	REVISED PER COMMENTS

PARCEL	TITLE	GRANTOR	TOTAL AREA	REQUIRE'S EUP EXCESS (UP) REMAINDER	REMARKS	RECORDATION
86100-1	TCE	CLA, CUSTONKORREDEAT	111,891.24	7,516	TCE Expiration date January 28, 2035	
86100-2	TCE	CLA, CUSTONKORREDEAT	111,891.24	7,516	TCE Expiration date January 28, 2035	
86100-3	TCE	CLA, CUSTONKORREDEAT	111,891.24	7,516	TCE Expiration date January 28, 2035	
86100-4	TCE	CLA, CUSTONKORREDEAT	111,891.24	7,516	TCE Expiration date January 28, 2035	
86100-5	TCE	CLA, CUSTONKORREDEAT	111,891.24	7,516	TCE Expiration date January 28, 2035	
86100-6	TCE	CLA, CUSTONKORREDEAT	111,891.24	7,516	TCE Expiration date January 28, 2035	
86100-7	TCE	CLA, CUSTONKORREDEAT	111,891.24	7,516	TCE Expiration date January 28, 2035	
86100-8	TCE	CLA, CUSTONKORREDEAT	111,891.24	7,516	TCE Expiration date January 28, 2035	
86100-9	TCE	CLA, CUSTONKORREDEAT	111,891.24	7,516	TCE Expiration date January 28, 2035	
86100-10	TCE	CLA, CUSTONKORREDEAT	111,891.24	7,516	TCE Expiration date January 28, 2035	

GRANTOR NOTES:
1. ACCESS FROM THE UNDERLYING TRACT TO THE ADJACENT PUBLIC HIGHWAY OR OTHER PUBLIC HIGHWAY SHALL BE MAINTAINED BY THE GRANTEE AT ALL TIMES.
2. THE GRANTEE SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE UNDERLYING TRACT AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE UNDERLYING TRACT.
3. THE GRANTEE SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE UNDERLYING TRACT.
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6. THE GRANTEE SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE UNDERLYING TRACT.
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8. THE GRANTEE SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE UNDERLYING TRACT.
9. THE GRANTEE SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE UNDERLYING TRACT.
10. THE GRANTEE SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE UNDERLYING TRACT.

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY
APPRAISAL MAP
27216-C**

FOR PREVIOUS R/W INFORMATION SEE
MAPS 12105-4

SCALE: 1" = 50'

FEET 0 25 50 100

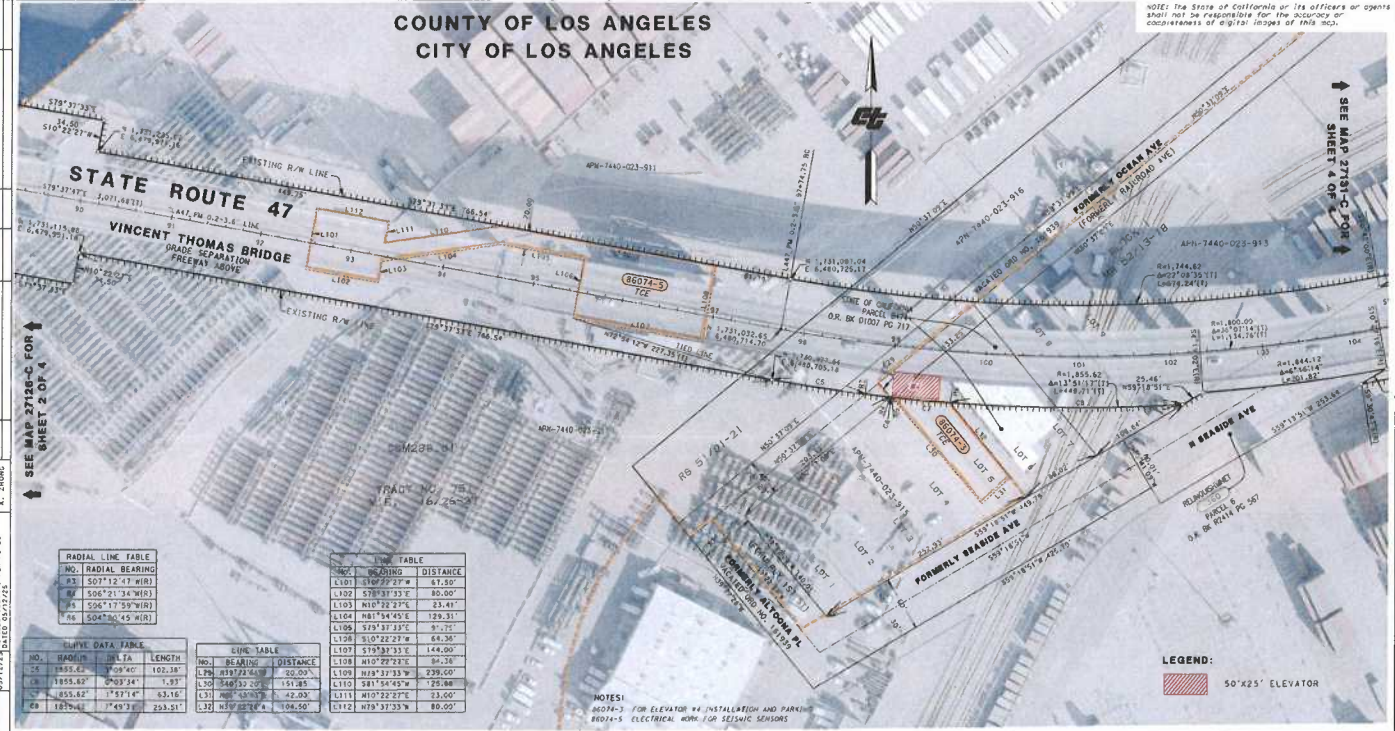
TO DESIGN BY 01/20/2015 EARTH 2020 FAY
DRAWN BY V. ZHONG CHECKED BY L. CHEN
DISTRICT COUNTY ROUTE SHEET PW SHEET NO TOTAL SHEETS
02 18 07 1-05 3 4

PROJ.ECT 101 012220031

Exhibit A

COUNTY OF LOS ANGELES
CITY OF LOS ANGELES

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



RADIAL LINE TABLE			SINE TABLE		
NO.	RADIAL BEARING	LENGTH	NO.	BEARING	DISTANCE
1	S07°12'47" W	100.38	L101	S10°22'27" W	67.50
2	S06°21'34" W	1.93	L102	S78°37'33" E	80.00
3	S06°17'59" W	63.16	L103	N10°22'27" E	23.40
4	S04°30'45" W	293.51	L104	N83°54'45" E	129.31
5	S04°30'45" W	293.51	L105	S73°37'33" E	87.71
6	S04°30'45" W	293.51	L106	S10°22'27" W	68.30
7	S04°30'45" W	293.51	L107	S73°37'33" E	84.24
8	S04°30'45" W	293.51	L108	N10°22'27" E	299.00
9	S04°30'45" W	293.51	L109	N83°54'45" E	129.30
10	S04°30'45" W	293.51	L110	N10°22'27" E	23.00
11	S04°30'45" W	293.51	L111	N10°22'27" E	23.00
12	S04°30'45" W	293.51	L112	N79°37'33" E	80.00

* AREA FIGURE IS BASED ON THE CALCULATED ACRES PER LANDVISION.

PARCEL	TITLE	GRANTOR	TOTAL AREAS	REMARKS
86074-1	TCE	SEA-CIFR HARBOR SEPT	455,262.40	TCE-Expiration date December 31, 2029
86074-2	TCE	SEA-CIFR HARBOR SEPT	455,262.40	TCE-Expiration date December 31, 2029
86074-3	TCE	SEA-CIFR HARBOR SEPT	455,262.40	TCE-Expiration date February 27, 2030
86074-4	TCE	SEA-CIFR HARBOR SEPT	455,262.40	TCE-Expiration date February 27, 2030
86074-5	TCE	SEA-CIFR HARBOR SEPT	455,262.40	TCE-Expiration date December 31, 2029

RECORDBOOK			GRANTOR NOTES		NOTES	
TYPE	DATE	DOC. #	1	2	3	4
1	12/31/2029	262322221	1	2	3	4
2	02/27/2030	047332221	1	2	3	4
3	02/27/2030	047332221	1	2	3	4
4	12/31/2029	262322221	1	2	3	4

LEGEND	
[Red Hatched Box]	50'x25' ELEVATOR

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY
APPRAISAL MAP
27127-C**

FOR PREVIOUS R/W INFORMATION SEE
MAP(S) 12105-5

SCALE 1" = 20'

FEET 0 25 50 100 150

TO DESIGN OF 150' TO 200' EASEMENT 3000' FROM
DRAFTED BY: A. ZHONG CHECKED BY: L. COLE

DISTRICT: COUNTY: ROUTE: SHEET: PM: SHEET TOTAL: SHEETS

27 13 41 148 3 4

PROJECT ID: 012220331

Exhibit A

COUNTY OF LOS ANGELES
CITY OF LOS ANGELES

NOTES: The State of California or its officers or agents shall not be responsible for the accuracy or correctness of original copies of this map.



* TITLE REPORT FOR PARCEL 80211 HAS BEEN ORDERED. THE OWNERSHIP MAY NEED TO BE UPDATED WHEN THE TITLE REPORT BECOMES AVAILABLE.

* AREA FIGURE IS BASED ON THE CALCULATED ACREAGE PER LAMONISH.

- LEGEND:**
- 20'x48' FOR PARKING
 - 20'x20' FOR STAIR TOWER
- NOTES:**
- 80211-1 FOR STAIR TOWER
 - 80211-2 FOR PARKING

NO.	DATE	REVISIONS
1	05/22/24	ISSUED PER PD-26 DATED 05/22/24
2	05/22/24	REVISED PER PD-26 DATED 05/22/24
3	05/22/24	REVISED PER PD-26 DATED 05/22/24
4	05/22/24	REVISED PER PD-26 DATED 05/22/24
5	05/22/24	REVISED PER PD-26 DATED 05/22/24
6	05/22/24	REVISED PER PD-26 DATED 05/22/24
7	05/22/24	REVISED PER PD-26 DATED 05/22/24
8	05/22/24	REVISED PER PD-26 DATED 05/22/24
9	05/22/24	REVISED PER PD-26 DATED 05/22/24
10	05/22/24	REVISED PER PD-26 DATED 05/22/24

PARCEL #	TITLE	GRANTOR	TOTAL AREA	REQUIRED (UP) EXCESS (DN) REMAINDER	REMARKS	RECORDATION TYPE	RECORDATION DATE	DDC #
80211-1	STAIR TOWER	L.A. CITY PARSON DEPT	400		TCE Expiration date February 14, 2032			
80211-2	PARKING	L.A. CITY PARSON DEPT	840		TCE Expiration date February 14, 2032			

GRANTOR NOTES:

- Area shown on underlying fee in the adjoining public way.
- Area underlying fee (if any) shall be subject to the provisions of the Public Works Act, Chapter 10, Article 1, Section 100000, of the California Code of Regulations.
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- Area shown on underlying fee (if any) shall be subject to the provisions of the Public Works Act, Chapter 10, Article 1, Section 100000, of the California Code of Regulations.

NOTES:

- Access prohibited to adjacent parcel.
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LEGEND:

- ACCESS PROHIBITED TO ADJACENT PARCEL
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STATE OF CALIFORNIA CALIFORNIA STATE TRANSFORMATION AGENCY DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY APPRAISAL MAP 27131-C

FOR PREVIOUS R/W INFORMATION SEE MAP(S) 27105-5 & 6

SCALE 1" = 50'

FEET 0 25 50 100 150

TO DESIGN (05/07/2025 E&A) 35020 F&D

DRAFTED BY: J. JONES CHECKED BY: L. COBB

DISTRICT COUNTY ROUTE SHEET PW SHEET NO. TOTAL SHEETS

03 1.3 41 1.32 6 4

PROJECT ID: 012200314

Exhibit A

EXHIBIT B

Entitlement List

Parcel Number	Location	Square Feet	Permitted Use	Term is through February 28, 2030 (Term for Use of Parcel may be less than the Revocable License Term where indicated below)
1 (Caltrans' #86100-1)	Catalina Express Parking lot	7,676	Temporary Elevator # 1 and 20 parking spaces for the construction personnel to access the elevators to get to the bridge and to remove the existing west approach span bridge traveler	<u>Term:</u> Through Feb. 28, 2030 <u>Use:</u> 38 months, from 01/05/26 through 02/28/29
2 (Caltrans' #86100-2)	Catalina Express Parking Lot	3,911	Temporary space needed for crane and temporary elevator material deliveries by semi-truck or the installation/removal of elevator # 1	Term: 4 weeks <u>Use:</u> Install: 2 weeks between late January 2026 and February 2026 Remove: 2 weeks between January 2029 and late February 2029
3 (Caltrans' #86074-3)	Adjacent to Everport's terminal	5,520	5 parking spaces and access to an elevator located on the side of bridge for Caltrans' construction personnel to access the bridge; temporary space for crane and elevator material deliveries for the installation and removal of elevator. No staging or laydown.	<u>Term:</u> Through Feb. 28, 2030 <u>Use:</u> 38 months, from 01/05/26 through 02/28/29 - Elevator Install - 2 weeks in late Jan/Feb. of 2026; Remove - 2

				weeks in Jan/Feb 2029
4 (Caltrans' #86100-5)	Vicinity of intersection at N. Front Street and N. Harbor Blvd.	10,141	500-ton crane (or similar with prior Harbor Department written approval) for access and for construction activities. Material deliveries will be delivered by trucks. Due to existing terminal operations and security concerns, all deliveries will be coordinated and approved, which approval shall not be unreasonably withheld, by the Harbor Department. Such coordination and approval may be delegated by the Harbor Department to its tenant, China Shipping/WBCT. Any additional costs resulting from such deliveries and coordination to be paid by Caltrans. No staging or laydown.	<u>Term:</u> Through March 31, 2029 <u>Use:</u> 8 months from 07/08/27 through 03/01/28
5 (Caltrans' #86100-6)	Vicinity of intersection at N. Front Street and N. Harbor Blvd.	9,249	500-ton crane (or similar with prior Harbor Department written approval) for access and for construction activities. Material deliveries will be delivered by trucks. Due to existing terminal operations and security concerns, all deliveries will be coordinated and approved, which approval shall not be unreasonably withheld, by the Harbor Department. Such coordination and approval may be delegated by the Harbor Department to its tenant, China Shipping/WBCT. Any	<u>Term:</u> Through March 31, 2029 <u>Use:</u> 7 months from 01/05/27 through 07/30/27

			additional costs resulting from such deliveries and coordination to be paid by Caltrans. No staging or laydown.	
6 (Caltrans' #86100-7)	Catalina Express Parking Lot	39,136	Electrical work for seismic sensors and trenching (approx. 3 feet deep by 5 feet wide)	Term: 3 Months Use: 2/1/2028 to 4/30/2028
7 (Caltrans' #86074-5)	Everport's terminal	21,968	Electrical and trenching (approx. 3 feet deep by 5 feet wide) and work for seismic sensors. No staging or laydown. Please see below chart for additional detail.	Term: Through December 31, 2029 Use: 8 months from 07/08/27 through 03/01/28
8 (Caltrans' #86100-8)	Vicinity of intersection at N. Front Street and N. Harbor Blvd.	1,360	Stair tower (West approach) for Caltrans' construction personnel to access bridge and 4 parking spaces. No staging or laydown. Tower to be protected by K-rail.	Term: Through Feb. 28, 2030 Use: 38 months, from 01/05/26 through 02/28/29
9 (Caltrans' #86211-1)	Vicinity of N. Seaside Ave and Ferry Street	400	Stair tower (East approach) for Caltrans' construction personnel to access bridge No staging or laydown. Tower to be protected by K-rail.	Term: Through Feb. 28, 2030 Use: 38 months, from 01/05/26 through 02/28/29
10(Caltrans' #86211-2)	Vicinity of N. Seaside Ave and Ferry Street	960	4 parking spaces for access to the stair tower	Term: Through Feb. 28, 2030 Use: 38 months, from 01/05/26 through 02/28/29

Caltrans agrees at all times to provide a current 24/7 emergency contact list in writing throughout the duration of the Project to address any concerns regarding the use of these 10 parcels to City and any of its designated stakeholders (i.e., tenants, rail operators, etc.) immediately prior to occupancy.

Additional detail for Parcel 7 - (Caltrans' #86074-5): A shallow duct bank will be installed from the East Anchorage Building to the Seismic Sensor Manhole. Cables will be installed in the duct bank to connect the sensors in the manhole to the electrical equipment in the Anchorage Building. Access into the manhole and the 3 adjacent downhole will be required to connect the manhole and the 3 downhole with a new shallow duct bank and cables, and to remove the existing deep sensors and install new ones.

The installation of the duct bank across the limits of the roadway will be performed during extended work hours on a weekend, as allowed by Everport. The work is anticipated to occur from approximately, 6:00 pm on Friday through approximately 6:00 pm on Monday. The trench for the duct bank will be excavated,

backfilled and re-paved to original grade during the weekend work hours. The trench that will be dug will probably be independent of the existing duct bank that houses the existing seismic cable. During this time the downhole manhole cover that is buried under the pavement on the side of the road, will be raised with a collar to street/ground level. The remaining portions of the duct bank that are outside of the limits of the roadway can be performed during normal work hours, as coordinated with and agreed to with Everport. Any damage including damage to roadway pavement will be fully restored and paid for by Caltrans.

All of this work can be coordinated with POLA's operations to avoid delays.

Security barriers and fencing may need to be relocated for this work to be performed, as the manhole and downhole pass beneath and are in close proximity to the current barriers. This coordination may also be required with Yusen/YTI in a very small area commonly referred to as the Berm Area. All facilities will be restored to original conditions, including any fence realignments. Details and procedures for this will be in accordance with POLA's requirements and coordinated with the tenants in order to avoid or minimize interruptions to their operations, including any security measures needed if the fence between YTI and Everport needs to be moved, and the performance of work during non-peak or non-work hours.

EXHIBIT C

Mitigation Monitoring and Reporting Plan for the Vincent Thomas Bridge Deck Replacement Project

Exhibit C

Mitigation Monitoring and Reporting Plan for the Vincent Thomas Bridge Deck Replacement Project

Mitigation Measure/ Implementation Requirement	Party Responsible for Implementing Mitigation	Monitoring Action	1. Monitoring Agencies 2. Monitoring Phase
AM-AQ-1	Caltrans	<p>The construction contractor must comply with Caltrans' Standard Specifications in Section 14-9 (2024):</p> <ul style="list-style-type: none"> • Section 14-9-02 specifically requires compliance by the contractor with all applicable laws and regulations related to air quality, including air pollution control district and air quality management district regulations and local ordinances. • Non-Standard Special Provision (NSSP) 14-9.05 requires identification of the local air quality jurisdiction (i.e., South Coast Air Quality Management District [SCAQMD]) and for the contract 	<ol style="list-style-type: none"> 1. Caltrans/POLA 2. During construction

		to comply with all applicable rules and best management practices (BMPs).	
AM-AQ-2	Caltrans	The construction contractor must also comply with Caltrans project-specific NSSPs 5-1.33 and 7-1.02C, which require that off-road construction equipment be outfitted with engines meeting Tier 4 emissions standards and that all certification and maintenance documentation be provided prior to equipment use. Implementation of these NSSPs would reduce emissions of ozone precursors and criteria pollutants (primarily particulate matter [PM] and NO _x) during construction activities.	1. Caltrans/POLA 2. During construction
PF-AQ-1	Caltrans	Construction equipment and vehicles will be properly tuned and maintained. All construction equipment will use low sulfur fuel as required by California Code of Regulations (CCR) Title 17, Section 93114. <ul style="list-style-type: none"> The construction contractor must comply with 	1. Caltrans/POLA 2. During construction

		<p>SCAQMD rules, including Rule 401 (Visible Emissions), Rule 402 (Nuisance), Rule 403 (Fugitive Dust), and Rule 1403 (Asbestos Emissions from Demolition/Renovation Activities).</p> <ul style="list-style-type: none">• Diesel-powered off-road equipment shall limit idling in accordance with the California Air Resources Board (CARB) "Regulation for In-Use Off-Road Diesel-Fueled Fleets" (Title 13, CCR, Section 2449).• Diesel-powered on-road vehicles and trucks shall limit idling in accordance with the CARB "Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling" (Title	
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		13, CCR, Section 2485).	
MM-BIO-1	Caltrans	To prevent the project from interrupting nesting and causing nest failure, which would result in a substantial waste of energy and decreased ease of reproduction for peregrine falcon, Caltrans would install nesting exclusionary devices on the bridge prior to the nesting season in which construction is planned to occur. These devices shall be installed prior to the initiation of demolition activities within 500 feet of existing nesting locations. If existing nesting sites are occupied, then exclusion activities shall not occur until after the last young leave the nests. The exclusionary devices would prevent the falcon and other birds from attempting to nest on the bridge. Specifications of the exclusionary devices will be determined during the design phase of the project in coordination with CDFW and USFWS to ensure efficacy and safety.	<ol style="list-style-type: none"> 1. Caltrans/POLA 2. Prior to the start of construction
MM-BIO-2	Caltrans	A biologist with experience in surveying and monitoring	1. Caltrans/POLA

		<p>avian activity will survey the bridge and its surroundings prior to construction if it occurs during the bird nesting season (February 1st to September 1st). A lapse in construction is not planned, but if there is a lapse in construction for longer than 3 days, a repeat survey would be performed. If birds are observed attempting to nest on the bridge, then a no-work buffer around the nest would be implemented and Caltrans would conduct consultation with the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW).</p>	<p>2. Prior to start of construction during nesting season and after any lapse in construction longer than 3 days</p>
<p>MM-BIO-3</p>	<p>Caltrans</p>	<p>A biologist will monitor the bridge during construction for signs of whether birds are nesting on the bridge. They will keep track of nesting birds on the bridge and evaluate whether construction has the potential to or is disturbing nesting birds. The biological monitor will also observe construction to ensure that construction best management practices (BMPs) are applied to prevent incidental effects to</p>	<p>1. Caltrans/POLA 2. During construction</p>

		the channel, water quality, and jurisdictional waters.	
MM-BIO-4	Caltrans	If nests are found on the Vincent Thomas Bridge, a qualified biologist shall monitor the nests weekly during the Project and shall send monitoring reports to CDFW.	<ol style="list-style-type: none"> 1. Caltrans/POLA 2. During construction
MM-BIO-5	Caltrans	A qualified biologist will make a presentation to construction staff who are on site for longer than 30 minutes. The staff will be advised on the bird species that have been known to occur in the project area, their nest appearance and siting factors, the project's conservation measures, and the procedures for reporting and avoiding nesting migratory birds.	<ol style="list-style-type: none"> 1. Caltrans/POLA 2. Prior to and during construction
MM-BIO-6	Caltrans	If night work is necessary, it shall be limited, and light shall be downcast and shielded to avoid unnecessary illumination of non-active work areas.	<ol style="list-style-type: none"> 1. Caltrans/POLA 2. During construction
MM-BIO-7. Compensatory Mitigation	Caltrans	Prior to the nesting season in which construction is planned to occur, Caltrans will construct an artificial nest platform outside of the project impact area within the Port of Long Beach/Port	<ol style="list-style-type: none"> 1. Caltrans/POLA 2. Prior to the start of nesting season before the start of construction

		<p>of Los Angeles complex to compensate for the temporary loss of the nesting space on the Vincent Thomas Bridge. The artificial nest platform will likely be placed close to the bridge so that falcons that repeatedly nest on the Vincent Thomas Bridge are aware of the artificial nesting platform. The platform would be constructed in a way and at a site that would make it suitable for peregrine falcon nesting, taking into consideration the elevation, the visibility of the platform, and other site characteristics. Potential nest platform sites will be discussed in consultation with the CDFW. The artificial nest platform shall remain in place after Project completion.</p>	
<p>MM-TR-1. Temporary Restriping and Signal Synchronization of Identified Intersections</p>	<p>Caltrans</p>	<p>The Traffic Operational Analysis Report (TOAR) (2024) outlines potential improvements that can be developed at 12 intersections within the Community Impact Assessment (CIA) Study Area. The potential temporary improvements involve restriping, minimal</p>	<ol style="list-style-type: none"> 1. Caltrans/POLA 2. Prior to and during construction

		<p>geometric reconfigurations, and signal phasing modifications. A detailed analysis of restriping at the identified 12 intersections can be found in the TOAR (2024) and is available upon request.</p> <p>The temporary modification of intersections outside of Caltrans right-of-way would be dependent on approval by all respective local jurisdictional agencies. Caltrans will coordinate with local jurisdictional agencies regarding this measure.</p>	
MM-TR-2. Repairing Detour Routes	Caltrans	<p>Caltrans will partner with the City of Los Angeles to seek opportunities to repair detour routes prior to and after the construction of the project.</p> <p>The repair of detour routes outside of Caltrans right-of-way would be dependent on approval by all respective local jurisdictional agencies. Caltrans will coordinate with local jurisdictional agencies regarding this measure.</p>	<ol style="list-style-type: none"> 1. Caltrans/POLA 2. Prior to and after construction
PF-TR-1. Transportation Management Plan	Caltrans	<p>The Transportation Management Plan (TMP) will designate the detour route(s) to be utilized during construction. The TMP and</p>	<ol style="list-style-type: none"> 1. Caltrans/POLA 2. Prior to and during construction

		<p>detour routes will potentially change during project construction to respond to real-time conditions and feedback from the community and stakeholders. The TMP will be developed in coordination with local agencies and project stakeholders in the Design and Construction phases of the project through the project Technical Advisory and Community Advisory Committees.</p> <p>a) Changeable Message Signs (CMS). Permanent overhead message signs are located along roadways approaching the project area to notify road users of lane and road closures on the bridge, work activities, traffic incidents, potential work zone hazards, traffic queues (backups), travel times, or delay information, as well as alternate routes in</p>	
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		<p>or around the work zone.</p> <p>b) Portable Changeable Message Signs (PCMS). PCMS will be placed at key locations to notify motorists of lane closures, alternate routes, expected delay, and upcoming road closures on the bridge. These signs will be used to inform drivers of speed limit reductions and enforcement activities in a work zone, as well as projected delay or road opening times.</p>	
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EXHIBIT D

Self-Insurance Letter

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2025 / JUNE 30, 2026**

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program (Gov. Code section 900, et. seq.) P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. [File Government Claim for Eligible Compensation](#)

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.). [Report Vehicle Accident Involving State Employees](#)

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

Sincerely,



Devon Lima-Mitchell | Insurance Analyst
Devon.limamitchell@dgs.ca.gov

Claim Reporting & Customer Service:
[Government Claims Program](#) | Tel 800.955.0045 | gcinfo@dgs.ca.gov
[Motor Vehicle Liability Claims](#) | Tel 800.900.3634 | claims@dgs.ca.gov
Self-Insurance Letters: RiskManagement@dgs.ca.gov

Office of Risk and Insurance Management | State of California | California Government Operations Agency
707 Third Street, Third Floor | West Sacramento, CA 95605 | (916) 376-5000 | www.dgs.ca.gov