



August 14, 2002

Scott Gromko
Remedial Project Manager
Southwest Division
Naval Facilities Engineering Command
BRAC Operations Office
1230 Columbia Street, Suite 1100
San Diego, CA 92101-8517

Subject: License Agreement 2001.009:02J

Dear Mr. Gromko:

Enclosed is a fully executed original of license agreement 2001.009:02J for monitoring wells. A copy was faxed to you on July 30.

If you have any questions please call me at (510) 790-8154.

Very truly yours,

A handwritten signature in cursive script that reads "Chuck Taylor".

Chuck Taylor
Property Engineer

CPT:djm
Enclosures

CPT/NAVY3

2001.009:02J

LICENSE AGREEMENT

THIS AGREEMENT, made this 30TH day of JULY, 2002, by CARGILL, INCORPORATED, a Delaware corporation (hereinafter called "Licensor"), and UNITED STATES DEPARTMENT OF THE NAVY SOUTHWEST DIVISION (hereinafter called "Licensee"), whose address is NAVAL FACILITES ENGINEERING COMMAND, 1220 PACIFIC HIGHWAY, SAN DIEGO, CA 92132-5190

WITNESSETH

1. Licensor hereby permits Licensee, its agents, contractors, employees and equipment to enter certain lands of Licensor located ON LEVEE ADJACENT TO POND B2 AND SITE 1 MOFFETT FIELD LANDFILL. for the sole purpose of INSTALLING MONITORING WELL W1-24 AND TO MONITOR WELLS W1-5, W1-8, W1-16 & W1-24.

2. The foregoing permission is given subject to the following conditions:

(a) Licensor by written notice may revoke this license at any time irrespective of expense incurred or labor expended by Licensee. Any such written notice of revocation, mailed and addressed to the Licensee at the address set forth above, or delivered to the Licensee, shall be notice hereunder by the Licensor; Licensee by written notice to Licensor sent or delivered to Cargill Salt, 7220 Central Avenue, Newark, California, 94560 (Attention: Land Department) may revoke this license at any time.

(b) Licensee may terminate this license without notice, at any time, in whole or in part, without liability.

(c) In the event of revocation, Licensee shall not be entitled to obtain from Licensor any reimbursement for expenses of Licensee or for any other purpose, arising from such revocation;

(d) In the event of revocation or expiration of this license, Licensee shall within 30 days evacuate Licensor's property and remove all equipment and materials therefrom, and shall leave Licensor's property in a condition equal to or better than its present condition.

(e) Licensee shall acquire no interest or estate in land of Licensor under this license.

(f) No vehicle will be used with a gross load in excess of 6-1/2 tons; however, in any case, driving on wet levees is strictly prohibited.

(g) This license shall expire and be ended May 31, 2004, unless previously revoked or terminated. This license may be renewed by written agreement of the Licensor and Licensee for a period of time acceptable to Licensor in its sole discretion, provided that Licensee provides written notice to licensor of its desire to

renew by March 31, 2004.

(h) Licenser does not warrant or represent that the premises are safe, healthful, or suitable for the purpose for which they are permitted to be used under the terms of this license, and Licensee agrees to conduct its own investigations and make its independent determination of such matters; and

(i) Prior to entering the property pursuant to this Agreement shall furnish to Licenser for each of Licensee's contractors or subcontractors doing work pursuant to this Agreement copies of insurance certificates evidencing that said contractor or subcontractor maintains the following coverage of any higher amounts as required by law or regulation:

<u>Types of Insurance</u>	<u>Limits</u>
Worker's Compensation Employer's Liability Comprehensive Liability Including Contractual Liability and Automobile Liability	Statutory \$500,000 each occurrence Bodily injury and death: \$100,000 combined single limit, Property damage: \$1,000,000.
Professional Liability	\$1,000,000 each occurrence

The insurance coverage shall be written on an occurrence rather than on a claims made basis and shall remain in affect during the term of the Agreement. All policies shall name Licenser as an additional insured.

(j) Licensee agrees to furnish Licenser copies of all data derived from the collection of soil, water and biological samples for chemical and geotechnical analysis. Data to include field notes, reports, final reports and photographs, etc.

(k) Licensee agrees to contact Licenser prior to each site visit, by phone or letter indicating on which days and by whom the area will be accessed.

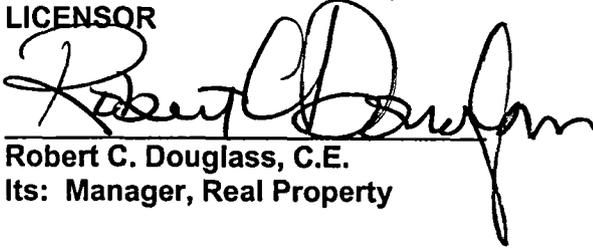
3. Licensee hereby accepts this license subject to the conditions set forth in section 2 above, and by acceptance of said license and in consideration thereof, Licensee:

(a) Agrees that, "If the death of or injury to any person, or the loss of or any damage to any property, is caused by the Licensee in the course of its use of the property, the liability, if any, of the Licensee therefore shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act (62 Stat 869, 28 U.S.C. 2671.)"

(b) Agrees to repair or correct promptly any disturbance to the site arising from or related to Licensee's exercise of its rights and privilege herein granted. Immediately upon completion of the work, Licensee at its sole expense shall restore Licenser's premises to a condition equal to the condition that existed at the commencement of this License.

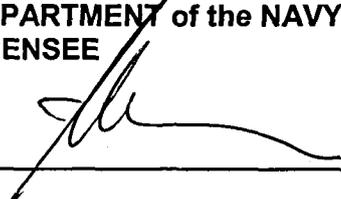
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**CARGILL, INCORPORATED,
LICENSOR**



**Robert C. Douglass, C.E.
Its: Manager, Real Property**

**DEPARTMENT of the NAVY
LICENSEE**

By:  _____

**WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment & Closure Office**