

FROM THE DESK OF


DATE

With:

This a complete duplicate
of the items sent to Mr.
Cashier. If he doesn't
receive his, you could,
in an emergency, give
him this set —

Good Luck
— Halcy

MINNEAPOLIS BRANCH

 **Bituminous** **INSURANCE COMPANIES**
6800 FRANCE AVE. SO., SUITE 772, EDINA, MN 55435
PHONE (612) 920-0050

Charles E. Clysdale, CPCU
Landis R. Dale, CPCU
Robert P. Kelly, CPCU
Wallace H. Russell, CPCU, CLU
Philip Kenney, CLU
Donald Lindgren, CIC
Ronald Cowden, CIC

Maguire Dale & Kelly Inc.

P.O. Box 43316
St. Paul, MN 55164

655 North Fairview
St. Paul, MN 55104
(612) 645-5751

April 9, 1980

Mr. Robert Cashion
Department of Transportation
Permit Engineer
P.O. Box 3366
San Francisco, CA 94119

Dear Mr. Cashion:

After discussion with Mr. Morrisroe on April 8th, we are submitting the following items for your examination:

1. Revised copy of Northfield Insurance Company Policy # FGL6442, properly signed. In addition to this policy being properly signed, we have added an endorsement specifically referring to the walk across the Bridge. This policy provides \$1,000,000 liability coverage.
2. Revised binder of insurance for \$1,000,000 in Canadian Universal Insurance Company. This policy provides specific insurance coverage for the Contractual Agreement between the American Hiking Society & Hikanation and the State of California. Please see the appropriate endorsement attached to the binder.
3. Endorsement to Great American Surplus Lines Insurance Company Policy # CXO 0497. This endorsement specifies that this policy covers excess over items 1. and 2. above, and clarifies the coverage somewhat.

We feel these additional items will provide proper insurance for both the American Hiking Society and the State of California. We ask that you call us immediately should you need additional information or clarification.

We appreciate your patience. It is a pleasure working with you.

Very truly yours,



Wallace H. Russell

WHR/clc

cc - Mike McReynolds

Mike, I hope this takes care of all of our problems. You may wish to keep in touch with Mr. Cashion to make sure that everything is all right. Mr. Morrisroe, the attorney, said he is going to recommend they issue a permit when they received the attached items. Incidentally, also attached is the Certificate for the Army.

Insurance and Risk Management Professionals

Wally

ENDORSEMENT

This endorsement, effective **4/1/80** M. forms a part of
policy No. **FGL 06442** issued to **AMERICAN HIKING SOCIETY & HIKANATION**
by **Northfield Insurance Company**

In consideration of the premium charged, it is understood and agreed that coverage hereunder is extended to include that portion of the walk sponsored by the Named Insured across the Oakland Bay Bridge which shall be defined as starting on the San Francisco side at the Fremont Street off ramp between Folson and Howard Streets onto the 2 Northbound lanes of the upper deck of the bridge with the southerly lane reserved as a buffer lane to the North maintenance road on the Oakland side.

John D. Crowther

Authorized Representative

The Company issuing this policy is indicated by the first letter in the Policy Number as follows:

N NORTHLAND INSURANCE COMPANY
SAINT PAUL, MINNESOTA 55102**C** COASTAL CASUALTY COMPANY
VAN NUYS, CALIFORNIA 91406**F** NORTHFIELD INSURANCE COMPANY
SAINT PAUL, MINNESOTA 55102

AGENCY NO. 21

DECLARATIONS

POLICY NO. **F GL 06442**

Item 1. POLICY PERIOD: From **4/1/80** To **4/1/80** Term **12** Mos. Branch No. Dealer or Source No.
 12:01 A.M., standard time at the address of the named insured as stated herein.

Item 2. Named Insured and Address: (No., Street, Town or City, County, State)
AMERICAN HIKING SOCIETY & HIKANATION
317 Pennsylvania Avenue Southeast
Washington D. C. 20003

Previous Policy No. **NEW**
John H. Crowther, Inc.
750 So. Line Building
Minneapolis, Minnesota 55402
 (Agency Name and Address)

The named insured is:

 Individual Partnership Corporation Joint Venture Other: **Non-Profit Organization**

Business of the named insured is: (ENTER BELOW)

Walkathon

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the Coverage Part(s) indicated below by specific premium charge(s) and attached to and forming a part of this policy.

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
\$		Automobile Medical Payments Insurance	\$		Hospital Professional Liability Insurance
		Automobile Physical Damage Insurance (Dealers)	\$		Manufacturers' and Contractors' Liability Insurance
\$		Automobile Physical Damage Insurance (Fleet Automatic)	\$		Owner's and Contractor's Protective Liability Insurance
\$		Automobile Physical Damage Insurance (Non-Fleet)	\$ 1750.00	L6415	Owners', Landlords' and Tenants' Liability Insurance
\$		Basic Automobile Liability Insurance	\$		Personal Injury Liability Insurance
\$		Completed Operations and Products Liability Insurance	\$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
\$		Comprehensive Automobile Liability Insurance	\$		Premises Medical Payments Insurance
\$		Comprehensive General Liability Insurance	\$		Special Protective and Highway Liability Insurance
\$		Comprehensive Personal Insurance	\$		New York Department of Transportation
\$		Contractual Liability Insurance	\$		Storekeeper's Insurance
\$		Druggists' Liability Insurance	\$		Uninsured Motorists Insurance
\$		Elevator Collision Insurance	\$		
\$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	\$		
\$		Farmer's Comprehensive Personal Insurance	\$		
\$		Farmer's Medical Payments Insurance	\$		
\$		Garage Insurance	\$		

L6307a; L9139; NFD-60; NFD-71; NFD-3

Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue

\$ **1750.00** + Total Advance Premium for this policy.\$ **55.00** - Policy Fee + \$ **35.10** - 2% Washington D. C. Surplus Lines Tax

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned:

3/7/80

By

John H. Crowther

Ptd. in U.S.A.

Authorized Representative

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

ENDORSEMENT #1

G 332

L 6307a
(Ed. 4-70)

EXCLUSION

(Riot, Civil Commotion or Mob Action)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

This endorsement, effective _____, forms a part of policy No. _____
(12:01 A. M., standard time)

issued to _____

by _____

John H. Crowther
Authorized Representative

It is agreed that the insurance does not apply to bodily injury or property damage arising out of riot, civil commotion or mob action or out of any act or omission in connection with the prevention or suppression of any of the foregoing.



(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

ENDORSEMENT #2

G 302

L 9139
(Ed. 7-66)

EXCLUSION

(Athletic Participants)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

This endorsement, effective _____, forms a part of policy No. _____
(12:01 A. M., standard time)

issued to _____

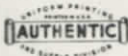
by _____

John H. Crowther
Authorized Representative

Description of Operations:

Walkathon

It is agreed that with respect to operations described above or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the named insured.





NORTHFIELD INSURANCE COMPANY

SPECIAL PURPOSE ENDORSEMENT LIABILITY POLICIES ENDORSEMENT

Attached to and forming part of Policy Number

Issued to

Date of Endorsement

In consideration of the premium(s) charged, it is understood and agreed that: (only the paragraph(s) preceded by an "x" in the box are applicable)

- (1) **Classification Endorsement:** Coverage under this contract is specifically limited to those operations and codes outlined. This policy excludes coverage for any code or operation not specifically listed in the coverage part of this policy.
- (2) **Punitive Damages Exclusion Endorsement:** (Liability Coverages—General Liability—Automobile Policy) It is hereby agreed and understood that damages, costs and expenses covered under Insuring Agreement I-Coverages A and B and Insuring Agreement II-Supplementary Payments exclude punitive and/or exemplary damages.

These Insuring Agreements and/or coverage parts are limited to compensatory damages resulting strictly from liability for the coverages as defined.

- (3) **Assault and Battery Exclusion Endorsement:** Notwithstanding anything contained herein to the contrary, it is understood and agreed that this policy excludes claims arising out of Assault and Battery, whether caused by or at the instigation of or at the direction of the insured, his employees, patrons or any cause whatsoever.
- (4) **Pollution Exclusion Endorsement:** This insurance does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritant contaminants or pollutants into or upon land, the atmosphere, or any water course or body of water; but this exclusion does not apply if such a discharge, dispersal, release, or escape is sudden and accidental. It is further understood and agreed that this insurance does not apply to loss under any Federal or State Environmental Act.
- (5) **Minimum Premium Endorsement:** It is agreed that the total premium indicated under Item 3 of the Declarations is the minimum premium for the policy period indicated or less and is not subject to short rate or pro rata adjustment in the event of cancellation by the insured.

It is further agreed that cancellation for non-payment of premium shall be deemed a request by the named insured for cancellation of this policy thereby activating the foregoing minimum premium provision.

All other terms and conditions of this policy remain unchanged.

John T. Crowther Agent



NORTHFIELD INSURANCE COMPANY

COMBINED SINGLE LIMIT OF LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY

ENDORSEMENT #4

Attached to and forming part of Policy Number

issued to
Date of Endorsement

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
PRODUCTS AND COMPLETED OPERATIONS LIABILITY INSURANCE

In consideration of the premium charged the Schedule is amended as follows:

COMBINED SINGLE LIMIT BASIS		
COVERAGES	LIMITS OF LIABILITY	
A & B Bodily Injury and Property Damage Liability	1,000,000	each occurrence
A & B Bodily Injury and Property Damage Liability	1,000,000	aggregate

The Limits of Liability provision of the Coverage Part is amended to read as follows:

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

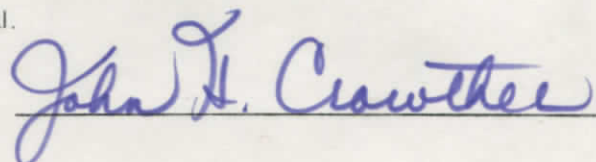
Coverages A and B—The limit of liability stated in the schedule as applicable to "each occurrence" is the total limit of the Company's liability for all damages because of bodily injury or property damage as the result of any one occurrence, provided:

- (1) with respect to all damages caused by the handling or use of or the existence of any conditions in goods or products manufactured, sold, handled or distributed by the insured, such limit of liability shall be the total limit of the Company's liability during each annual policy period;
- (2) with respect to all damages arising out of property damage, such limit of liability shall be the total of the Company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured;
- (3) with respect to any occurrence for which the notice of this policy is given in lieu of security, or when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

Coverages A and B—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Subject to the above provisions respecting "each occurrence," the total liability of the Company for all damages because of all bodily injury and property damage to which this coverage applies shall not exceed the limit of bodily injury and property damage liability stated in the declarations as "aggregate."

All other terms and conditions of this policy remain unchanged.

 Agent



NORTHFIELD INSURANCE COMPANY

SERVICE OF SUIT CLAUSE ENDORSEMENT #5

Attached to and forming part of Policy Number

issued to

Date of Endorsement

It is agreed that service of process in suit may be made upon

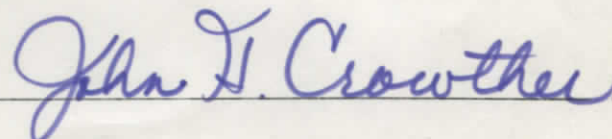
D. WILLIAM ELLIOTT, CLAIMS MANAGER
NORTHFIELD INSURANCE COMPANY
Hamm Building, St. Paul, Minnesota 55102

and that any suit instituted against the above named party upon this contract, the company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the company in any such suit and/or upon the request of the insured to give a written undertaking to the insured that he will enter a general appearance upon the company behalf in the event such a suit shall be instituted.

Further, pursuant to any statute or any state, territory or district of the United States which makes provision therefor the company hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

 Agent

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
COVERAGE FOR DESIGNATED PREMISES AND RELATED OPERATIONS IN PROGRESS OTHER THAN STRUCTURAL ALTERATIONS, NEW CONSTRUCTION AND DEMOLITION

For attachment to Policy No. FGL 06442, to complete said policy.

ADDITIONAL DECLARATIONS

Location of insured premises (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)
San Francisco, California to Washington D. C.

Interest of named insured in insured premises (CHECK BELOW)

OWNER GENERAL LESSEE TENANT Other _____

Part occupied by named insured (ENTER BELOW)

None

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Advance Premiums	Limits of Liability each occurrence	Coverages
\$ 1750.00	\$ SEE END.	A—Bodily Injury Liability
\$ Incl.	\$ NFD-71 ATTACHED	Property Damage Liability
		Form numbers of endorsements attached at issue
\$ 1750.00	Total Advance Premium	

General Liability Hazards

Advance Premiums		Rates		Premium Bases	Code No.	Description of Hazards
Bodily Injury	Property Damage	B.I.	P.D.			
\$1750.00	Incl.	FLAT CHARGE				Premises - Operations Walk across the United States rated as: 79418s- Exhibitions- outside, no stadiums or grandstands.
			Per Landing	Number Insured		Escalators (Number at Premises)

(a) Per 100 Sq. Ft. of Area
 (b) Per Linear Foot
 (c) Per 100 Admissions
 (d) Per \$100 of Receipts
 (e) Per Unit

(a) Area (Sq. Ft.)
 (b) Frontage
 (c) Admissions
 (d) Receipts
 (e) Units

\$ 1750.00 \$ Incl Total Advance B.I. and P.D. Premiums

		(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per 100 Admissions (d) Per \$100 of Receipts (e) Per Unit	(a) Area (Sq. Ft.) (b) Frontage (c) Admissions (d) Receipts (e) Units	
		Per Landing	Number Insured	Escalators (Number at Premises)

\$ 1750.00 \$ Incl. Total Advance B.I. and P.D. Premiums

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the insured premises whether on paid admission tickets, complimentary tickets or passes.
2. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division.

(over)

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- A. bodily injury or**
B. property damage

to which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use of the insured premises and all operations necessary or incidental thereto, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but with respect to bodily injury or property damage occurring while work performed by the named insured is in progress, this exclusion does not apply to a warranty that such work will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
- (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
- (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;
- but this exclusion does not apply to the parking of an automobile on insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
- (1) any watercraft owned or operated by or rented or loaned to any insured, or
- (2) any other watercraft operated by any person in the course of his employment by any insured;
- but this exclusion does not apply to watercraft while ashore on the insured premises;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
- (1) liability assumed by the insured under an incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
- (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
- (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
- but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
- (1) property owned or occupied by or rented to the insured,
- (2) property used by the insured, or
- (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
- but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of

- (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
- (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;
- but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (q) to bodily injury or property damage arising out of operations on or from premises (other than the insured premises) owned by, rented to or controlled by the named insured, or to liability assumed by the insured under any contract or agreement relating to such premises;
- (r) to bodily injury or property damage arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations performed by or on behalf of the named insured.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
- (i) an employee of the named insured while operating any such equipment in the course of his employment, and
- (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
- provided that no person or organization shall be an insured under this paragraph (e) with respect to:
- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means (1) the premises designated in the declarations, (2) premises alienated by the named insured (other than premises constructed for sale by the named insured), if possession has been relinquished to others, and (3) premises as to which the named insured acquires ownership or control and reports his intention to insure such premises under this policy and no other within 30 days after such acquisition, and includes the premises immediately adjacent to the premises so designated, alienated or acquired.



Soo Line Building Minneapolis, Minnesota 55402 Tel. 612/333-0361

Binder 4/13/80-4/14/80

(Effective 30 days from hour and date below)

NOTICE: NO FLAT CANCELLATIONS

Pending the issuance of the policy and in consideration of the stipulations herein contained, coverage has been bound as follows:

Maguire Dale and Keely Inc.
655 North Fairview Ave.
St. Paul, Mn 55104

Company Canadian Universal Ins. Co.

Named Insured American Hiking Society

Location(s) of Risk Oakland Bay Bridge

Description of Risk Walk Across Bridge

Type of Coverage Contractual Liability

Amount and/or Limits \$1,000,000.00 Combined Single Limit

Deductible

Rate/Rating Basis ANNUAL MINIMUM AND DEPOSIT PREMIUM \$500.00

Name and Address of Mortgagee, if any

Special Conditions

See Contractual Liability Endorsement Attached.

THIS BINDER IS EFFECTIVE:

Month April Day 13th Year 1980 At (Exact hour A.M. or P.M.) 12:01 A.M.

The obligations of the parties are according to the terms and conditions as set forth by John H. Crowther, Inc. This binder is to continue in force until replaced by a regular policy but in no event for a period longer than 30 days from the *effective date and hour*. It is expressly understood and agreed that where there is a variance between the effective hour of commencement in this binder and the policy subsequently issued, that the time set forth herein shall govern and shall supersede any commencement provisions contained in such policy.

Date: 4-9-80 By John H. Crowther
(Authorized Representative)

ENDORSEMENT #6

This endorsement, effective 4/1/80 M. forms a part of
policy No. FGL 06442 issued to AMERICAN HIKING SOCIETY & HIKANATION
by Northfield Insurance Company

In consideration of the premium charged, it is hereby understood
and agreed that the policy period is amended to read as follows:

4/1/80 to 4/1/81

All other terms and conditions remain unchanged.

3/24/80-cm

John H. Crowther
Authorized Representative

ENDORSEMENT #7

This endorsement, effective 4/1/80 M. forms a part of
policy No. FGL 06442 issued to American Hiking Society
by Northfield Ins. Co.

In consideration of an additional premium of \$100.00;
it is agreed and understood that L9109 and L9487 are added
on to the policy (per attached).

All other terms and conditions remain the same.

John H. Crowther
Authorized Representative

LIABILITY

L 9487
(Ed 1/73)

Adv. 3005

BROAD FORM PROPERTY DAMAGE ENDORSEMENT
(Excluding Completed Operations)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- COMPREHENSIVE GENERAL LIABILITY INSURANCE
- CONTRACTUAL LIABILITY INSURANCE
- MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
- OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective _____, forms a part of policy No. _____
(12:01 A. M., standard time)

issued to

John H. Crowther
Authorized Representative

Classification

79418s Exhibitions

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):

(w) to property damage

- (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping.
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
 - (a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
 - (b) tools or equipment while being used by the insured in performing his operations,
 - (c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,
 - (d) that particular part of any property, not on premises owned by or rented to the insured,
 - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification stated above as "including completed operations", to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

B. The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.



c) This endorsement only applies to the Oakland Vay Bridge on 4/13/80 to 4/14/80. Coverage is limited to \$10,000.00 Property Damage each Occurance/Aggregate.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

G 109

L 0109
(Ed. 7-66)

ADDITIONAL INSURED
(Premise Leased by the Named Insured)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

This endorsement, effective (12:01 A. M., standard time) , forms a part of policy No.

issued to

by

John H. Crowther
Authorized Representative

SCHEDULE

Premiums		Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)
Bodily Injury Liability	Property Damage Liability		
\$100.00	Incl.	Oakland Bay Bridge	Caltrans State of California Sacramento CA.

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated above, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated above leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.



E N D O R S E M E N T

Insurance Company: Canadian Universal Insurance Company

Named Insured: American Hiking Society

Effective Date: 4/13/80 to 4/14/80

The Canadian Universal Insurance Company agrees to indemnify, hold harmless and defend the State and its officers, agents and employees against any claims, suits or actions of any name, kind and description brought for or on account of injury or death to any person or persons, or loss or damage to the property of any person or persons, resulting from any cause whatsoever in any way connected with the walk sponsored by the Named Insured across the Oakland Bay Bridge which shall be defined as starting on the San Francisco side at the Fremont Street off ramp between Folsom and Howard Streets onto the 2 Northbound lanes of the upper deck of the bridge with the Southerly lane reserved as a buffer lane to the North maintenance road on the Oakland side. It is expressly understood and agreed that this policy of insurance shall apply even if such claims, suits or actions are based in whole or in part on the negligence, whether active, passive or a combination thereof, of the State and its officers, agents and employees or of any other person or persons.



AUTHORIZED REPRESENTATIVE

GREAT AMERICAN
SURPLUS LINES
INSURANCE
COMPANY



A DELAWARE STOCK COMPANY; ADMINISTRATIVE OFFICES, CINCINNATI, OHIO

GENERAL PURPOSE ENDORSEMENT

ENDORSEMENT NO. 4 TO POLICY NO. 0 CX 0 04 97

EFFECTIVE DATE 4/13/80

NAMED INSURED American Hiking Society

PRODUCER John H. Crowther, Inc.

(ADDITIONAL) ~~RETURN~~ PREMIUM:

DUE HEREWITH \$ 200.00

REVISED FUTURE INSTALLMENTS \$ _____

In consideration of an additional premium, it is understood and agreed that the Excess Liability Certificate is corrected to read as follows:

Item 1. Underlying Policy:
Underlying Insurer

Policy No.

Policy Period

- | | | |
|-------------------------------------|-----------|--------------------|
| A. Canadian Universal Insurance Co. | NGA 67880 | 4/13/80 to 4/14/80 |
| B. Northfield Insurance Co. | FGL 06442 | 4/1/80 to 4/1/81 |

Coverage: A) Contractual Liability B) Owners Landlords and Tenants

A & B \$1,000,000.00 Combined Single Limit per occurrence/annual aggregate Bodily Injury and/or Property Damage Liability

Item 2. Other Underlying Insurance:

None

Item 3. Description of Excess Insurance: Excess Owners Landlords and Tenants

\$10,000,000.00 Combined Single Limit per occurrence/annual aggregate Bodily Injury and/or Property Damage Liability excess of limits described in Item 1 above.

Item 4. Premium Deposit: \$3,900.00 Minimum: \$3,900.00
Adjustable at a rate of flat charge

In the event of cancellation by the Named Insured, the Company shall receive and retain not less than \$3,900.00 as the certificate minimum premium.

Authorized Representative

ENCROACHMENT PERMIT

To

American Hiking Society
110 Sutter Street, Suite 1003
San Francisco, CA 94104

San Francisco, California

April 10, 19 80

, Permittee

In compliance with your request of April 4, 19 80 and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form and/or attached hereto.

PERMISSION IS HEREBY GRANTED TO utilize a portion of the San Francisco-Oakland Bay Bridge between the Fremont Street off-ramp and the Oakland Army Base, from 6:00 a.m. to 9:30 a.m. on April 13, 1980.

The most northerly two lanes of the upper deck will be closed to traffic with the northerly lane for use by hikers and with the southerly lane used as a buffer lane for California Highway Patrol use.

Sweep buses will be provided by the permittee to insure that all hikers are off the bridge by 9:30 a.m.

Permittee will assume all costs by Caltrans including equipment and materials for the highway closure delineation or control of public traffic.

Permittee shall pay a toll charge equal to that charged for a 7-axle truck for this event.

Comparable costs incurred by the California Highway Patrol in connection with assistance rendered under this permit, either as requested by the permittee or as considered necessary by the California Highway Patrol for the safety and convenience of public traffic, may also be billed to permittee.

The permittee must make its own arrangements with the appropriate authorities for supplemental traffic control on local streets, if necessary.

(Continued on reverse side)

This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby.

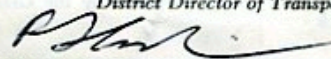
This permit shall be void unless the work herein contemplated shall have been completed before April 13, 19 80.

DEPARTMENT OF TRANSPORTATION

T. R. LAMMERS

District Director of Transportation

By



District Permit Engineer

In the event of inclement weather or other incidents that represent a hazard to the hikers or bridge patrons, the hike may have to be postponed. This decision will rest with the California Highway Patrol and Bridge personnel.

This permitted encroachment is for the sole convenience of the American Hiking Society, and its use is subject to possible termination at any time if, in the considered judgment of the California Highway Patrol and Caltrans, such termination is necessary for the safety of public traffic and the movement of emergency vehicles.

When applicable, permittee shall comply with Attachment "A".

GENERAL PROVISIONS

1. *Definition.* This permit is issued under Chapter 3 of Division 1 of the Streets and Highways Code. The term encroachment is used in this permit as defined in the said Chapter 3 of said code. Except as otherwise provided for public agencies and franchise holders, this permit is revocable on five days notice.
2. *Acceptance of Provisions.* It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of the provisions.
3. *No Precedent Established.* This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of the expediency of permitting any certain kind of encroachment to be erected within right of way of State highways.
4. *Notice Prior to Starting Work.* Before starting work the Permittee shall notify the District Director of Transportation or other designated employee of the district in which the work is to be done. Such notice shall be given at least three days in advance of the date work is to begin. Unless otherwise specified, all work shall be performed on weekday and during normal working hours of the Grantor's inspector.
5. *Keep Permit on the Work.* This permit shall be kept at the site of the work and must be shown to any representative of the Grantor or any law enforcement officer on demand.
6. *Permits from Other Agencies.* The party or parties to whom this permit is issued shall, whenever the same is required by law, secure the written order or consent to any work hereunder from the Public Utilities Commission of the State of California, or any other public board having jurisdiction, and this permit shall be suspended in operation unless and until such order or consent is obtained.
7. *Protection of Traffic.* Adequate provision shall be made for the protection of the traveling public. Barricades shall be placed with amber lights at night, also flagmen employed, all as may be required by the grantor for the particular work in progress.
8. *Minimum Interference With Traffic.* All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted.
9. *Storage of Material.* No material shall be stored within eight (8) feet from the edge of pavement or traveled way or within the shoulder line where the shoulders are wider than eight feet. No supplies or equipment shall be stored on the highway until permittee is ready to start work.
10. *Clean Up Right of Way.* Upon completion of the work, all brush, timber, scraps and material shall be entirely removed and the right of way left in as presentable condition as before work started.
11. *Standards of Construction.* All work shall conform to recognized standards of construction.
12. *Supervision of Grantor.* All the work shall be done subject to the supervision of, and to the satisfaction of, the Grantor.
13. *Future Moving of Installation.* It is understood by the Permittee that whenever construction, reconstruction or maintenance work on the highway may require, the installation provided for herein shall, upon request of the Grantor, be removed or revised at the sole expense of the Permittee within five days of such notice.
14. *Expense of Inspection.* On work which requires the presence of an employee of the Grantor as inspector, the salary, traveling expense and other incidental expense of such inspection during the work shall be paid by the Permittee upon presentation of a bill therefor.
15. *Liability for Damages.* The Permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the Permittee's part to perform his obligations under the permit in respect to maintenance. In the event any claim of such liability is made against the State of California, or any department, officer, or employee thereof, Permittee shall defend, indemnify and hold them and each of them harmless from such claim. This permit shall not be effective for any purpose unless and until the above-named Permittee files with the Grantor, a surety bond in the form and amount required by said Grantor, unless specifically exempted on the face hereof. The requirement that a bond be filed does not apply in the event the Permittee is a governmental board which derives its revenue by taxation.
16. *Making Repairs.* If the Grantor shall so elect, repairs shall be made by employees of the Grantor and the expenses thereof shall be borne by the Permittee. All payments to laborers, inspectors, etc., employed by said Grantor for or on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written orders, payrolls or vouchers approved by Grantor. Or the Grantor may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.
The Grantor will give reasonable notice of its election to make such repairs. If the Grantor does not so elect, the Permittee shall make such repairs promptly. In every case the Permittee shall be responsible for restoring any portion of the highway which has been excavated or otherwise disturbed to its former condition as nearly as may be possible except where the Grantor elects to make repairs as above provided in this paragraph and except where provision to the contrary is made in the typewritten portion of the permit. Existing improvements shall be protected or relocated as required by work authorized by this permit. If existing improvements are damaged or their operation impaired by this work, they shall be replaced or restored to the satisfaction of the Grantor.
17. *Care of Drainage.* If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it as may be directed by the Grantor.
18. *Submit Location Plan.* Upon completion of underground or surface work of consequence, the Permittee shall furnish plan to the Grantor's District Office showing location and details.
19. *Maintenance.* The Permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the highway and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the highway which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all injury to the highway which would not have occurred had such work not been done or such encroachment not placed therein.

PIPES, CONDUITS, GAS PUMPS, ETC.

20. *Crossing Roadway.* Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically permitted on the face hereof. Service pipes will not be permitted inside of metal culvert pipes used as drainage structures.
21. *Limit Excavation.* No excavation is to be made closer than eight (8) feet from the edge of the pavement except as may be specified.
22. *Tunneling.* No tunneling will be permitted except on major work as may be specifically set forth on the face hereof.
23. *Depth of Pipes.* There shall be a minimum of 30 inches of cover over all pipes or conduits.
24. *Backfilling.* All backfilling is to be moistened as necessary and thoroughly compacted to required dry density per cubic feet. Whenever required by the Grantor, a trench crossing the roadway shall be backfilled with gravel or crushed rock.

25. *Surfacing.* After proper backfilling, base and surfacing shall be replaced in kind, and the site restored to its original condition, all to the satisfaction of the Grantor.
26. *Maintain Surface.* The Permittee shall maintain the surface over structures placed hereunder as long as necessary.
27. *Pipes Along Roadway.* Pipes and utilities paralleling the pavement shall be located at the distance from traveled way and at such depth as specifically directed on the face hereof. Cutting of tree roots will not be permitted.

POLES, WIRES, CABLES AND OVERHEAD STRUCTURES

28. *Location Pole Lines, etc.* Pole lines shall be located one foot from the property line unless otherwise specified on the face hereof.
29. *Public Utilities Commission Orders.* All clearances and type of construction shall be in accordance with the applicable orders of the Public Utilities Commission of the State of California.
30. *Permission from Property Owners.* Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.
31. *Clearance of Trees.* Poles must be of such height as to permit clearance over a tree 40 feet in height, where quick growing trees are in place. At locations where slow growing trees are in place, normal construction standard may be followed at the option of the pole line company, with provision to ultimately clear a 40-foot tree.
32. *Guy Wires.* No guy wires are to be attached to trees except on specific authority and in no event shall they be so attached as to girdle the tree or interfere with its growth. Guy wires shall be kept at a minimum elevation of six feet above the ground whenever so directed.
33. *Clearing Around Poles.* The Permittee shall remove and keep clear all vegetation from within a radius of at least five feet of the poles.
34. *Painting or Visibility Strips.* All poles are to be painted for a distance of six feet above the ground using white lead and oil or aluminum paint or in lieu thereof, when poles have creosoted butts, wood, metal or other approved type of visibility strips may be placed. Wood strips are to be Douglas fir 1" x 3"—5' long placed on 6" centers about the base of pole and painted with white lead and oil or aluminum paint. If metal strips are used such strips may be placed either vertically or horizontally. Paint is to be renewed as often as may be required to maintain a satisfactory covering. If not painted when installed or renewed as the Grantor may consider necessary, the right is reserved to have this painting done and the Permittee hereby agrees to bear the cost thereof under the terms of this permit.
- Poles that do not present a possible traffic hazard will be given consideration for exemption from those provisions upon written request of Permittee accompanied by pertinent data as to pole location, difference in elevation, etc. The Grantor's decision will be final in this regard.
35. *Remove Old Poles, Guys and Stubs.* The entire length of such timbers shall be removed from the ground and the holes backfilled and thoroughly tamped. In paved areas, temporary A.C. surfacing shall be placed until such time as permanent repairs are made.

PLANTING TREES

36. *Location and Species.* The location and kind of trees to be planted shall be specified on the face of this permit.
37. *Planting and Maintenance Cost.* The Permittee must bear the cost of planting the trees. The arrangement as to maintenance of the trees shall be specifically set forth on the face of the permit. In particular cases arrangements may be made for the Grantor to do this work upon deposit of a certain sum for each tree which is to be planted. The Grantor reserves the right to assume the maintenance or to decline to do so as conditions justify.
38. *Group Planting.* The cost of group plantings and similar special work which may be agreed upon with the Grantor shall be borne by the Permittee. Land for such plantings shall be secured in fee by the Permittee and turned over to the State. Plantings for parking and picnic grounds will not be considered in this connection.

REMOVAL OR TRIMMING OF ROADSIDE TREES

39. *Removal of Trees.* When permit is granted for removal of a tree as an independent operation or as a part of other work, the entire stump shall be taken out for a depth of at least two feet below the ground surface or pulverized with a rotary stump grinder.
40. *Clearing the Site.* All timber and debris shall be removed from the right of way. The hole left by the stump shall be backfilled and thoroughly tamped and the site left in a presentable condition.
41. *Trimming of Trees.* In general, only light trimming of branches two inches or less in diameter will be permitted and only when specifically so stated on the face hereof. The shapeliness of the tree must be preserved.
42. *Inspection.* If the permit requires inspection by the Grantor during progress of the work the cost of inspection shall be borne by the Permittee. No charge will be made for occasional routine inspection.

Road Approaches, Connecting Pavements and Minor Work

43. *Grades and Specifications.* Grades and types of construction shall be as detailed by plans or stated on the face of this permit.
44. *Borrow and Waste.* Only such borrow and waste will be permitted and within the limits as set forth on the face of this permit.
45. *Minor Work.* Grading down of small banks, small ditches, placing of awnings, and other similar minor work shall be governed by the general provisions and as detailed on the face hereof.

Signs

46. *Clearance of Signs.* The minimum clearance from the sidewalk shall be twelve feet unless otherwise provided as a provision of this permit.

Railroad Crossings

47. *Safety and Convenience.* The future safety and convenience of the traveling public shall be given every consideration in the location and type of construction.
48. *Meet Highway Grade.* The grade and superelevation of the track must conform to the grade of the highway at point of crossing.
49. *Width of Paving.* The crossing shall be planked or paved as may be specified on the face of this permit for the full roadway and shoulder width.

To Require Compliance with Title VI of the
United States Civil Rights Act of 1964

The permittee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors, (3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the space of the right of way, and (4) that the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, subtitle A, Office of the Secretary of Commerce, Part 8 (15 C. F. R., Part 8), and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

Archaeological Resources

In the event that archaeological resources are revealed during activities covered under this permit, work shall cease in the vicinity of the archaeological materials until a qualified archaeologist retained by the permittee can evaluate the situation and make recommendations concerning the continuation of the work. The Permit Engineer shall be immediately notified of any archaeological resources uncovered and shall be advised by the permittee's archaeologist of his/her recommendations.