

**U.S. General Services Administration
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY
ADMIRALS COVE
IFB Number SFRAN917063902
GSA Control No. 9-N-CA-0639-AB
Issued on February 14, 2017**

This Property is located between Mosley Avenue and Singleton Avenue in the City of Alameda, California 94501 and contains 150 total housing units on 14.87 +/- acres of land formerly used as housing for military families.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received and posted at RealEstateSales.gov.

Auction Summary

Sale Type: **Online Auction**

Start Date/Time: **April 12, 2017
11:00 a.m. Central Time (CT)**

End Date: **Based on Bidding**

Starting Bid: **\$ 5,000,000.00**

Registration Deposit: **\$ 500,000.00**

Bid Increment: **\$ 150,000.00**

Sales Information

Anita Lee
(415) 522-3439
Anita.Lee@gsa.gov

Rhonda Rance
(415) 522-3433
Rhonda.Rance@gsa.gov

Online Auction

RealEstateSales.gov
Register and submit your bid

Online Auction Assistance

Gina Arias-Arrieta
(415) 522-3431
gina.arias-arrieta@gsa.gov

Send Bid Form and Registration

Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
50 United Nations Plaza, Rm 4345, Mail Box 9
San Francisco, CA 94102-4912
Attn: Anita Lee

Property Disposal Web Page

disposal.gsa.gov

Inspection Opportunities:

Opportunities to inspect the Property are listed below, under Open House Schedule. Additional site inspections may be conducted as needed, by appointment only.

Open House Schedule

From 9:30 a.m. to 1:30 p.m.

Tuesday – March 14, 2017
Thursday – March 16, 2017
Tuesday – April 25, 2017

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Property is located between Mosley Avenue and Singleton Avenue in the northeastern section of the City of Alameda, California. The City of Alameda is located on Alameda Island on the San Francisco Bay, east of San Francisco and south of Oakland. The Property is just minutes from the Oakland Inner Harbor and the Alameda Main Street ferry terminal, which provides direct service to San Francisco. The Property is also adjacent to *Alameda Landing*, a mixed-use development of shops, housing, and park land built on former Navy property.

2. SALE PARCEL DESCRIPTION

The Property was previously utilized as family housing for the former Naval Air Station Alameda and is bounded by a park and residential neighborhoods in the northeastern section of the City of Alameda, California. The Property is comprised of approximately 14.87 acres and 27 buildings. The buildings were all constructed in 1969 and are a mixture of 4-plex and 6-plex layouts, containing a total of 150 housing units. Four (4) of these units span adjacent property and are required to be demolished in accordance with Terms of Sale, Section 7, Residential Unit Demolition.

3. DRIVING DIRECTIONS

FROM San Francisco International Airport: Take US-101 North to I-80 East over the San Francisco Bay Bridge, take (Exit 8A) toward Alameda/Airport/San Jose to I-880 South. Take (Exit 42) Broadway/Alameda and turn right onto 5th Street in Oakland, CA. Take ramp onto 5th Street toward San Jose/I-880 S/Broadway/Alameda, keep left toward Alameda and continue on Webster Street Tube. Once out of Webster Street Tube exit right to Willie Stargell Avenue, turn right onto Main Street and right onto Singleton Ave. Property will be approximately 0.1 mile in front of you beginning at corner of Mosley Avenue and Singleton Avenue.

FROM Oakland International Airport: Follow signs to I-880 North from Airport Drive turn left onto 98th Avenue. Take ramp right for I-880 North toward Downtown/Oakland. Turn right onto Broadway and turn right onto 7th Street. Turn right onto Webster Street and continue onto Webster Street Tube. Once out of Webster Street Tube exit right to Willie Stargell Avenue, turn right onto Main Street and right onto Singleton Ave. Property will be approximately 0.1 mile in front of you beginning at corner of Mosley Avenue and Singleton Avenue.

4. LEGAL DESCRIPTION

The Legal Description is provided at the end of the attached Draft Quitclaim Deed ("Exhibit A").

5. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

The Property is located in Alameda County and is referred to as a portion of Assessor Parcel Number 74-905-10-2.

6. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the sole responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the providers below with any questions concerning utilities.

Electricity

Alameda Municipal Power
2000 Grand Street
Alameda, CA 94501
www.alamedamp.com
510-748-3900

Natural Gas & Propane

Pacific Gas and Electric
www.pge.com
800-743-5000

Solid Waste Disposal

Alameda County Industries
2307 Blanding Avenue, Suite B
Alameda, CA 94501
www.alamedacountyindustries.com
510-483-1400

Telephone and Internet Service

AT&T
www.att.com
800-288-2020

XFINITY
www.xfinity.com
800-934-6489

Water, Sewer and Storm Drain

East Bay Municipal Utility District
EBMUD Administration
375 11th Street
Oakland, CA 94607-4240
www.ebmud.com
866-403-2683

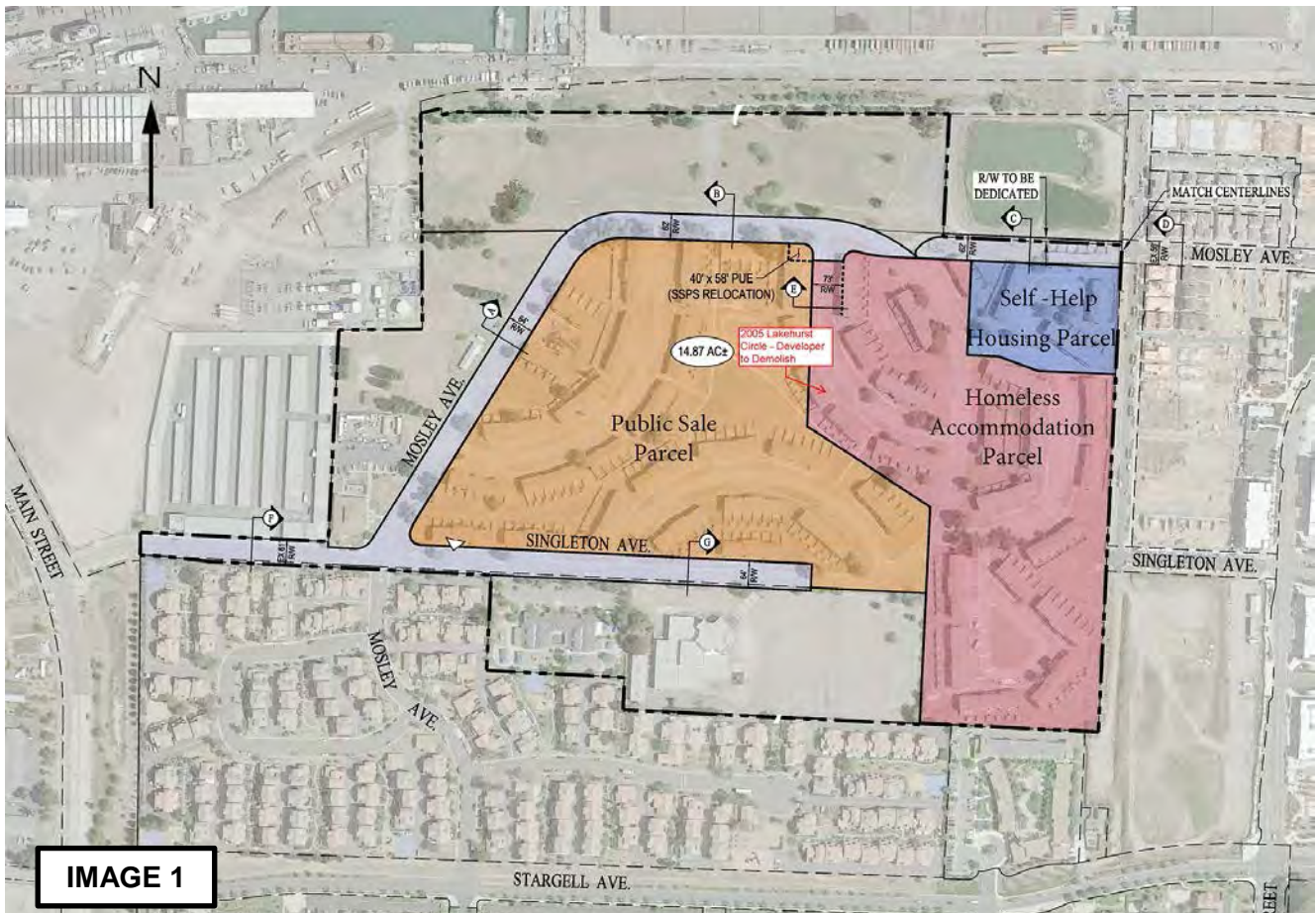


IMAGE 1

TERMS OF SALE

1. DEFINITIONS

a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants; Bidder Registration and Bid Form for Purchase of Government Property; and Exhibits. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency conducting this sale in agreement with the United States Department of Navy Base Realignment and Closure Program Management Office West ("NAVY BRAC PMO West"). NAVY BRAC PMO West has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

d. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

e. PURCHASER

The term "Purchaser" refers to the Bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

f. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

g. BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

h. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another Bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another Bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

i. AUTOMATIC BID

Also known as "bid by proxy" wherein the Bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of online auctions, computers have automated the proxy role and Bidders establish their bid limits online and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

j. HIGH BIDDER

The term “High Bidder” refers to the Bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

k. BACKUP BIDDER

The term “Backup Bidder” refers to the Bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

l. EARNEST MONEY

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

m. WEBSITE

The GSA Auctions® website, GSAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov. Additional information can also be found at Disposal.gsa.gov.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (9PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. OPEN HOUSE AND INSPECTION

The Property is accessible and can be viewed at any time with the exception of entering the housing units. No persons will be allowed access to the housing units without the presence of a GSA or Navy employee or their designee. Listed below are the dates and times GSA will allow interior access to several housing units on the Property for inspection purposes.

Tuesday, March 14, 2017 (9:30 a.m. – 1:30 p.m.)

Thursday, March 16, 2017 (9:30 a.m. – 1:30 p.m.)

Tuesday, April 25, 2017 (9:30 a.m. – 1:30 p.m.)

Open House Location:

U.S. Coast Guard Housing Office
99 Mosley Avenue
Alameda, CA 94501

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder’s own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder’s own inspection. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale (“Agreement”) between the high Bidder (“Purchaser”) and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale **“AS IS” AND “WHERE IS”** without representation or warranty, expressed or implied. The Purchaser, and Purchaser’s successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An “As Is, Where Is” provision will be included in the Draft Quitclaim Deed. The Draft Quitclaim Deed for the Property is provided as Exhibit A.

6. ZONING

The Property is subject to the jurisdiction of the City of Alameda, California. Verification of the present General Plan, zoning, or other City of Alameda development and/or use requirements shall be the responsibility of the Purchaser; and the Government makes no representation in regard to these matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

The Property is designated for Medium Density Residential Use in the City of Alameda General Plan Land Use Element and is identified as a housing opportunity site in the Housing Element of the General Plan. The Property is zoned R-4 (Neighborhood Residential) PD (Planned Development) G (Government Overlay) on the City of Alameda Zoning Map. City of Alameda zoning requirements concerning the Property can be found on the following website: <https://alamedaca.gov/north-housing-admirals-cove>

In addition to the requirements of the General Plan and Alameda Municipal Code, the Purchaser must also meet the obligations required by the City of Alameda in the *Amendment to the NAS Alameda Community Reuse Plan dated March 4, 2009* (Reuse Plan Amendment) and City of Alameda Housing Policies. These obligations include, but may not be limited to, the requirement to:

- Construct the necessary adequate backbone infrastructure (including roadways) to two neighboring parcels currently owned by the Navy but planned for conveyance. IMAGE 1 on page 3 depicts the two specific parcels whereby the Purchaser has said infrastructure obligations. These Parcels are titled the “Homeless Accommodation Parcel” and the “Self-Help Housing Parcel”. More specifics concerning the infrastructure obligations can be found in the Reuse Plan Amendment.
- Provide for a Municipal Services District to ensure that the revenues from the project are not exceeded by the costs to the City of Alameda to provide on-going municipal and public safety services to the Property.

The obligations summarized above are for the benefit of the Purchaser, but are not intended to be a full list of all requirements for the Property. The Government is not responsible for the accuracy of any City of Alameda information. Sale of the Property or any portion thereof will NOT be conditioned upon the Purchaser acquiring any City approvals or Development Agreements. The Purchaser will NOT be required to enter into any such Development Agreement as a condition of such sale. The Government strongly encourages interested parties to consult with the City of Alameda regarding zoning, allowable uses, dedications, payments and development requirements applicable under the City’s General Plan and Municipal Code. Close of escrow for any contract resulting from this Invitation for Bids will not be delayed to facilitate any City of Alameda entitlements for the Property.

Additional information about the City's expectations for the development of the Property is available at the City of Alameda website at: <https://alamedaca.gov/north-housing-admirals-cove>

For more information regarding the City of Alameda general plan, zoning or Reuse Plan requirements, you may contact Andrew Thomas, Assistant Community Development Director, City of Alameda at 510-747-6881 or athomas@alamedaca.gov.

7. RESIDENTIAL UNIT DEMOLITION

One 4-Plex building (2005 Lakehurst Circle) is not fully contained within the Property for auction. This building partially sit within land intended to be conveyed to the City of Alameda (as part of the City Road Parcel and the Homeless Accommodation Parcel, as shown in IMAGE 1). As such, the Purchaser shall be solely responsible for the demolition of this building, and any other buildings selected by the Purchaser to be demolished, pursuant to applicable local, state, and federal regulations and, in addition, shall be solely responsible for conducting the post demolition soil sampling and abatement, including removal and disposition if necessary, of soil hazards including securing all required permits and approvals and all costs and expenses associated therewith. Bidder acknowledges the lead based paint and asbestos containing material declarations provided in the Notices, Restrictions, and Covenants section of this IFB and the Draft Quitclaim Deed.

8. ACCESS AND ROAD DEDICATIONS

The road network (Mosley and Singleton Avenues respectively) is intended to be conveyed by the Navy to the City of Alameda. The Quitclaim Deed will require rights of ingress and egress to all adjacent property owners. In addition, any new roads constructed by the Purchaser will be dedicated to the City of Alameda for City operation and maintenance. Additionally, in accordance with the Draft Quitclaim Deed, a non-exclusive easement will be granted to the Grantee over adjacent lands owned by the United States for vehicular and pedestrian access to the Property.

9. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

10. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

11. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser shall not request retrieval. Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

12. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government in connection with this sale without interest whereupon Government shall have no further liability to Purchaser.

13. TITLE EVIDENCE

Any Bidder, at its sole cost and expense, may procure any title evidence that the said Bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

14. TITLE

If a bid for the purchase of the Property is accepted, a Quitclaim Deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

15. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein. Successful Bidder(s) shall honor existing easements, if any, for access and utility services.

16. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

17. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for ninety (90) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the ninety (90) calendar days, the consent of the Bidder shall be obtained prior to such acceptance.

18. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is ninety (90) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the ninety (90) calendar day period.

On the closing date, the Purchaser shall tender to the Purchaser's Escrow Holder the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

19. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$100.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

20. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

21. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

22. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

23. CAPACITY TO CONTRACT

Bidders shall be 18 years of age or older to bid and acquire the Property.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on April 12, 2017 at 11 a.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as Bidders continue to submit higher bids. Thus, the Bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

- (1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered Bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected to verify the data submitted by the user.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that Bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file.**

For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

- (2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.
- (3) Provide Registration Deposit: A deposit in the amount of **\$500,000.00** (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check or certified check. Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- b. To complete the Bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
50 United Nations Plaza, Room 4345, Mail Box 9
San Francisco, CA 94102
Attn: Anita Lee

- c. It is the responsibility of the Bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No Bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, Bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- a. Registered Bidders may bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered Bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSAAuctions®, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once

a Bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions® [Terms and Conditions](#).

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at [RealEstateSales.gov](#). Bidders may also review bid activity by clicking on the “My Messages” tab once logged in. New bids are immediately posted at [RealEstateSales.gov](#) upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on [RealEstateSales.gov](#), then you should call GSA at (415) 522-3431 or (415) 522-3439. Bidders are urged to pay close attention to [RealEstateSales.gov](#) which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. ONLINE BIDDING

[RealEstateSales.gov](#) allows you to place either a flat or automatic (“proxy”) bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another Bidder’s automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another Bidder’s automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. [RealEstateSales.gov](#) will use as much of your bid as needed to make you the current winner of the auction or to meet the auction’s reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction’s reserve price. Your automatic bid amount is not shown to other Bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other Bidders. If a reserve price is set, [RealEstateSales.gov](#) will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from [RealEstateSales.gov](#) that your bid was not the high bid, or if another Bidder exceeds your previous high bid, you may increase your bid at [RealEstateSales.gov](#) until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the Bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.

- f. Failure of Bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of Bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA at (415) 522-3431 or (415) 522-3438 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all Bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of Bidders affected may prompt GSA AuctionsSM to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those Bidders who participated in these auctions when they are extended.

10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on RealEstateSales.gov. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for bid acceptance will be given to the High Bidder.

If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) beginning at the time the increased bid is placed. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. ACCEPTABLE BID

An acceptable bid is one received from a responsible Bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

12. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the Bidder.

If the Bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the Bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated Bidder(s) must be included on the Bidder Registration and Bid Form.

If the Bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the Bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the Bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high Bidder and the high bid amount re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to Bidders without interest or further obligation by the Government.

15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within three (3) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check, cashier's check, or electronic wire transfer, which when added to the Registration Deposit, will equal to at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within ninety (90) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

16. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund.

Registration Deposits received from the second highest Bidder will be held as stipulated in Paragraph 17, Backup Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the Bidder is the first or second highest Bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete.

17. BACKUP BIDDER

The second-highest Bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and

conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful Bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Page 14 Paragraph 16, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup Bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

18. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at disposal.gsa.gov or RealEstateSales.gov.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES, RESTRICTIONS AND COVENANTS

The following notices, conditions, covenants and restrictions are applicable to the Property:

1. NON-INTERFERENCE WITH NAVIGABLE AIRSPACE

The Property is within six (6) nautical miles of an airport, therefore the Draft Quitclaim Deed shall contain a provision relating to construction or alteration of the Property.

2. FLOODPLAIN NOTIFICATION

As set forth in the Draft Quitclaim Deed the Government informs the Grantee and the Grantee acknowledges that the Property may lie within, adjacent to, or in the vicinity of, a floodplain.

3. ENVIRONMENTAL REVIEW

The NAVY BRAC PMO West analyzed the impacts of the disposal and reuse of the Property in the Environmental Assessment for the Disposal and Reuse of the North Housing Area at Naval Air Station Alameda, California dated December 2009 as required by the National Environmental Policy Act (NEPA). The NEPA Environmental Assessment and Finding of No Significant Impact can be viewed at:

https://www.bracpmo.navy.mil/brac_bases/california/former_nas_alameda/PublicSaleAdmiralsCove.html

4. NATIONAL PRIORITIES LIST AND FEDERAL FACILITIES AGREEMENT

The former Naval Air Station Alameda is listed on the U.S. EPA National Priorities List and the Department of Navy and the U.S. Environmental Protection Agency (EPA) executed a Federal Facility Agreement (FFA) in July 2001. Subsequently, the California Department of Toxic Substance Control (DTSC) signed the FFA in October 2005, and the Regional Water Quality Control Board signed it in November 2005. The general purpose of the FFA is to establish a procedural framework for the investigation and remediation of releases of hazardous substances into the environment at or from Alameda Point in accordance with the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") and other applicable laws and regulations. The Property is a part of Installation Restoration Site ("IR") 25 (Operable Unit 5), an area of the former installation identified during its environmental remediation program that was determined to need further investigation in 1994. Remediation activities carried on until remediation was determined to be complete in 2007.

5. FINDING OF SUITABILITY TO TRANSFER

The NAVY BRAC PMO West has completed a Finding of Suitability to Transfer (FOST), dated March 2016 and Environmental Baseline Survey reports that are referenced in the FOST. The FOST sets forth the basis for the Government's determination that the Property is suitable for transfer pursuant to Department of Defense Base Redevelopment and Realignment Manual and the Navy Base Realignment and Closure Program Management Office Policy for processing Findings of Suitability to Transfer or Lease, and is hereby incorporated by reference as part of this IFB. The Bidder is hereby made aware of the information, restrictions, notifications and conditions contained in the FOST. Bidders are encouraged to review environmental documents associated with the Property prior to making a bid. The FOST is available for review at the Navy's website:

https://www.bracpmo.navy.mil/brac_bases/california/former_nas_alameda/PublicSaleAdmiralsCove.html.

6. INSTALLATION RESTORATION (IR) SITE 25 RESTRICTIONS

Previous investigations conducted at IR Site 25 revealed the presence of polycyclic aromatic hydrocarbons (PAHs). The Navy removed PAHs in certain locations throughout the Property. The institutional controls (ICs) require future landowners to obtain written approval from the Navy, EPA, and DTSC for excavation of soil from depths greater than four (4) feet below ground surface or for the removal of hardscape. For this work, future

landowners also must develop a Soil Management Plan, obtain approval of the plan from the Navy, DTSC, and EPA (unless EPA determines its review and approval of a specific Soil Management Plan is not necessary) and comply with the Soil Management Plan. Land use controls (LUCs) are detailed in the IR site 25 LUC Remedial Design 2009. As required in the LUC Remedial Design, the Navy will offer a Covenant to Restrict the Use of Property (CRUP) to the State of California. The CRUP allows the State of California to monitor and enforce the LUCs on the Property. At a minimum, the Purchaser/Occupant will be required to submit annual monitoring certificates in accordance with the requirements in the Draft Quitclaim Deed. The Purchaser acknowledges the Navy's intent to execute a CRUP with the State concerning LUC monitoring as shown attached as Exhibit C in the Draft Quitclaim Deed.

The Grantee acknowledges it has reviewed the FOST which discloses the IR Site 25 restrictions applicable to the Property.

7. NOTICE OF THE PRESENCE OF LEAD BASED PAINT (LBP)

The Property includes residential housing units that were constructed prior to 1978 and are therefore presumed to contain Lead Based Paint (LBP). As set forth in the Draft Quitclaim Deed, attached hereto as Exhibit A, the Government informs the Grantee and the Grantee acknowledges that LBP is presumed to exist in buildings and structures and potentially in the soil as a result of properly applied use (i.e. degradation over time, prepping, scraping, etc.), on the Property.

The Grantee hereby agrees to acknowledge in writing the required disclosure by the Government (attached as Lead Based Paint Hazard Disclosure Form) of the presence of any known LBP and/or LBP hazards in target housing constructed prior 1978 in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X). Grantee acknowledges the receipt of available records and reports pertaining to LBP and/or LBP hazards and receipt of the Environmental Protection Agency (EPA) approved pamphlet "Protect Your Family from Lead in Your Home". Furthermore, the Grantee acknowledges that it has read and understood the EPA pamphlet.

The Grantee acknowledges it has reviewed the FOST which discloses the presumed presence of LBP on the Property.

8. NOTICE OF THE PRESENCE OF ASBESTOS AND ASBESTOS CONTAINING MATERIAL (ACM)

As set forth in the Draft Quitclaim Deed, the Government informs the Grantee and the Grantee acknowledges that asbestos and/or asbestos containing materials (ACM) have been found and are otherwise presumed to exist in buildings, utilities and structures on the Property. Grantee acknowledges it has reviewed the FOST which discloses the presumed presence of ACM on the Property.

9. MARSH CRUST/SUBTIDAL ZONE SOIL MANAGEMENT REQUIREMENTS

"Marsh Crust" is defined as the underground layer that is the remnant of the tidal marsh that existed along the shoreline of Alameda Island before filling to create additional dry land. "Subtidal Zone" is defined as the underground layer that is the pre-filling San Francisco Bay floor extension of the historic marsh. These layers form a single continuous underground layer that extends Bayward of the original mean high tide line of Alameda Island before filling and contains hazardous materials and hazardous substances, pollutants, and contaminants that were retained in the historic marsh and Subtidal Zone before filling. The Grantee covenants and agrees that it shall comply with City of Alameda Ordinance No. 2824 <https://alamedaca.gov/community-development/building/marsh-crust> regarding Excavation into the Marsh Crust/Subtidal Zone at the Former Naval Air Station Alameda and Fleet and Industrial Supply Center, Alameda Annex and Facility.

Grantee acknowledges that the State of California may wish to enter into a CRUP in substantially the same form as Exhibit D in the Draft Quitclaim Deed, attached hereto as Exhibit A.

10. PESTICIDE NOTIFICATION

As set forth in the Draft Quitclaim Deed the Government informs the Grantee and Grantee acknowledges that the Property may contain pesticide residue from pesticides that have been applied in the management of the Property.

11. NOTICE OF THE PRESENCE OF POLYCHLORINATED BIPHENYLS (PCBs)

As set forth in the Draft Quitclaim Deed the Government informs the Grantee and the Grantee acknowledges that certain portions of the improvements on the Property may contain PCBs.

12. HAZARDOUS SUBSTANCE NOTIFICATION

As set forth in the Draft Quitclaim Deed, the Government has identified hazardous substances that were stored for one year or more, known to have been released, or disposed of on the Property. The FOST describes the environmental condition on the Property and contains information regarding storage, release, or disposal of hazardous substances known to the Navy and a description of the response actions taken, which will be included in the CERCLA notices and covenant in the Quitclaim Deed. Bidders are hereby made aware of the notifications, covenants, and restrictions contained in the FOST and associated reports, and acknowledge that these referenced notifications, covenants, and restrictions will be included in the conveyance documents as appropriate. Bidders are encouraged to review these documents and reports before making a bid.

The Government has made available information regarding previous environmental investigation and remediation activities on the Property. Please visit:

https://www.bracpmo.navy.mil/brac_bases/california/former_nas_alameda/PublicSaleAdmiralsCove.html

13. ACCESS AND ONGOING CORRECTIVE ACTIONS

As set forth in the Draft Quitclaim Deed, the Government will retain the right to enter and inspect the Property to ensure the viability of the selected institutional controls, or to perform ongoing corrective actions or any remedial action or corrective action found to be necessary after transfer.

14. MOLD NOTIFICATION

Bidders are hereby informed that units on the Property may contain mold.

15. PERSONAL PROPERTY

All personal property remaining on the Property will be considered part of the sale and will be conveyed "As-Is/Where-Is" at the time of sale closing as part of the Quitclaim Deed. The Government makes no claims to the condition of these items, their fitness for use, or the amount of items to be included in the sale.

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF
GOVERNMENT REAL PROPERTY**

ADMIRALS COVE
Mosley Ave & Singleton Ave
Alameda, CA

IFB #: SFRAN917063902

REGISTRATION DEPOSIT: \$500,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Phone: (_____) _____ Fax: (_____) _____

E-mail: _____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

- An individual _____
- A partnership consisting of _____
- A trustee, acting for _____

THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE

- A limited liability partnership consisting of _____
- A corporation, incorporated in the State of _____
- A limited liability company _____
- Other _____

Registration Deposit (check one):

By certified or cashier's check made payable to the **U.S. General Services Administration**

TIN or SS# _____ (please provide to expedite refund)

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. SFRAN917063902 including the Property Description, Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at RealEstateSales.gov. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
50 United Nations Plaza, Rm 4345, Mail Box 9
San Francisco, CA 94102
Attn: Anita Lee

PHONE: (415) 522-3439

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

**ADMIRALS COVE
Mosley Ave & Singleton Ave
Alameda, CA
Alameda County**

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE
CORPORATION/ORGANIZATION).**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the
scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

LEAD-BASED PAINT HAZARD DISCLOSURE FORM

Description of Real Property for Sale

The real property is located between Mosley Avenue and Singleton Avenue in Alameda, California 94501 (the "Property") and is being sold pursuant to the terms and conditions set forth in GSA INVITATION FOR BIDS (IFB) No. SFRAN917063902 to _____ (the "Purchaser").

Lead Based Paint Hazard Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

Seller is aware that the Property was built before (circle): 1978

The Property may contain lead-based paint. Seller has provided the Purchaser with access to all available records and reports (collectively "Records") pertaining to lead-based paint and/or lead-based paint hazards at the Property. The Records include:

Risk Assessment/ Paint Inspection (required for housing built before 1978): X Yes

Purchaser's Acknowledgment

Purchaser acknowledges that Purchaser has received copies of all information listed above. Purchaser has received the pamphlet "Protect Your Family From Lead In Your Home." (Pamphlet is available at disposal.gsa.gov). In addition, Purchaser has received an opportunity (at least ten days) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right.

Purchaser hereby acknowledges receipt of the above information, opportunity to perform a risk inspection and assessment, before occupancy: (initial/date)

Agent's Acknowledgment

The United States General Services Administration acted as Agent for the Seller in this transaction. The Agent informed the Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of its compliance responsibilities.

Agent hereby acknowledges discharging its responsibility: (initial/date)

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature _____ Date _____
SELLER

Signature _____ Date _____
PURCHASER

Signature _____ Date _____
AGENT

EXHIBIT A – Draft Quitclaim Deed

RECORDING REQUESTED BY:
Insert name of escrow/title company OR
purchaser here

WHEN RECORDED MAIL TO:
Insert name and address of purchaser here

SPACE ABOVE THIS LINE FOR RECORDER'S USE

1 **QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO**
2 **CALIFORNIA CIVIL CODE SECTION 1471**
3 **FOR ADMIRAL'S COVE AT THE FORMER NAS ALAMEDA**
4

5 This Quitclaim Deed is made this __ day of __, 2017, by and between the United States
6 of America, acting by and through the Department of the Navy, hereinafter called the
7 **GRANTOR or United States**, and **PURCHASER NAME HERE** hereinafter called the
8 **GRANTEE**.
9

10 **WITNESSETH:**
11

12 **WHEREAS**, the former Naval Air Station Alameda, ("NAS Alameda") was closed
13 pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as
14 amended (Pub. L. No. 101-510, "Base Closure Act") and is no longer required for military
15 purposes; and
16

17 **WHEREAS**, the GRANTOR is authorized to convey property at NAS Alameda to the
18 GRANTEE pursuant to the Base Closure Act; and
19

20 **WHEREAS**, the GRANTEE has agreed to purchase from the GRANTOR a portion of
21 NAS Alameda further known as Admirals Cove, which hereinafter will be referred to as the
22 "Property" and GRANTEE accepted and acknowledged the condition of the Property in the
23 Invitation for Bids dated X; and
24

25 **WHEREAS**, the GRANTOR has completed remedial actions on the Property to be
26 conveyed to GRANTEE that are necessary to provide the covenants required by the
27 Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42
28 U.S.C. Section 9620(h)(3)(A)(ii)(I); and
29

30 **WHEREAS**, the GRANTOR has found and determined that the Property to be conveyed
31 to GRANTEE is suitable for transfer pursuant to a Finding of Suitability for Transfer Phase 2 for

NAS Alameda –Admirals Cove Deed

Page 2.

1 Former Naval Air Station Alameda, Alameda Point, Alameda, California dated March 18, 2016
2 (FOST); and
3

4 **WHEREAS**, GRANTOR has determined pursuant to applicable Federal statutes and
5 regulations and California Civil Code Section 1471 that it is reasonably necessary to impose
6 certain restrictions on the use of the Property to protect present and future human health or safety
7 or the environment as a result of the presence of hazardous materials on the Property described
8 hereinafter with particularity; and
9

10 **NOW THEREFORE**, the GRANTOR, for good and valuable consideration, the receipt
11 and sufficiency of which is hereby acknowledged, does hereby remise, release and forever
12 quitclaim to the GRANTEE, all of GRANTOR’S right, title and interest in and to the Property,
13 as more particularly described and shown in Exhibit “A-1”, attached hereto and made a part
14 hereof:
15

16 **I. TOGETHER WITH** all buildings and improvements located thereon, and all
17 rights, tenements, hereditaments, and appurtenances belonging, or in any wise appertaining,
18 including fixtures, structures, mineral rights, water rights, the banks, beds and waters of any
19 streams, rivers or lakes upon said Property, appurtenant easements, rail lines and utility lines,
20 alleys, roads, streets, ways, strips, gores or railroad rights-of-way upon said Property, and any
21 means of ingress and egress appurtenant thereto.

22 **II. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS,**
23 **RESTRICTIONS, AND CONDITIONS**, which shall be binding upon and enforceable against
24 the GRANTEE, its successors and assigns, in perpetuity:

25 **A.** The GRANTOR hereby grants to the GRANTEE, and its successors and
26 assigns, a non-exclusive easement for ingress and egress, on, across and over those portions of
27 the roadway shown in Exhibit A-2, located on land adjacent to the Property, which will remain in
28 the ownership of the United States of America, and its successors and assigns, as of the date of
29 this conveyance, for vehicular and pedestrian access for a public right-of-way.

30 **B.** The GRANTEE agrees to accept conveyance of the Property subject to all
31 covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements,
32 and encumbrances of record that pertain to the Property.

33 **C.** A FOST has been completed and an Environmental Baseline Survey
34 (“EBS”) report is referenced in the FOST. The FOST and EBS reference environmental
35 conditions on the Property and on other property not subject to this Quitclaim Deed. The FOST
36 sets forth the basis for the GRANTOR’s determination that the Property is suitable for transfer.
37 GRANTEE acknowledges that it has received copies of the FOST and the EBS; that it is aware
38 of the notifications therein; and that all documents referenced therein have been made available
39 to GRANTEE for inspection and copying.

40 **D.** The GRANTEE acknowledges that it has inspected, is aware of, and
41 accepts the condition and state of repair of the Property, and, except as otherwise provided

1 herein, or as otherwise provided by law, that the Property is conveyed “AS IS” and “WHERE
2 IS” without any representation, promise, agreement, or warranty on the part of the GRANTOR
3 regarding such condition and state of repair, or regarding the making of any alterations,
4 improvements, repairs or additions. Except for the environmental remediation required to be
5 undertaken by GRANTOR, the GRANTEE further acknowledges that the GRANTOR shall not
6 be liable for any latent or patent defects in the Property except to the extent required by
7 applicable law.

8
9 **E. LEAD BASED PAINT (LBP).**

10
11 1. The Property may include improvements that are presumed to
12 contain LBP because they are thought to have been constructed prior to 1978. Lead from paint,
13 paint chips, and dust can pose health hazards if not managed properly. Pursuant to 40 CFR
14 Section 745.113 and the FOST, the following notice is provided: “Every purchaser of any
15 interest in residential real property on which a residential dwelling was built prior to 1978 is
16 notified that such property may present exposure to lead from lead-based paint that may place
17 young children at risk of developing lead poisoning. Lead poisoning in young children may
18 produce permanent neurological damage, including learning disabilities, reduced intelligence
19 quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
20 risk to pregnant women. The seller of any interest in residential real property is required to
21 provide the buyer with any information on lead-based paint hazards from risk assessments or
22 inspections in the seller's possession and notify the buyer of any known lead-based paint hazards.
23 The GRANTEE will be responsible for managing all lead-based paint and potential lead-based
24 paint in compliance with all applicable Federal, State and local laws and regulations.”

25
26 2. The GRANTEE shall be responsible for managing all lead-based
27 paint and potential lead-based paint hazards, including soil lead hazards that arise after the date
28 of transfer, in compliance with the Residential Lead Based Paint Hazard Reduction Act of 1992,
29 42 U.S.C. Section 4852d (“Title X”) and all applicable Federal, State and local laws and
30 regulations. The GRANTEE shall conduct soil sampling and, if necessary, remediation after
31 demolition and removal of demolition debris and prior to occupancy of any newly constructed
32 dwelling units in a manner consistent with Title X and Department of Housing and Urban
33 Development guidelines.

34
35 3. The GRANTEE hereby acknowledges the required disclosure of
36 the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978
37 in accordance with Title X. The GRANTOR agrees that it has provided to GRANTEE, and
38 GRANTEE acknowledges the receipt of, available records and reports pertaining to LBP and/or
39 LBP hazards and receipt of the Environmental Protection Agency (EPA) approved pamphlet
40 “Protect Your Family from Lead in Your Home” (EPA 747-K-94-001). Furthermore, the
GRANTEE acknowledges that it has read and understood the EPA pamphlet.

41
42 4. The GRANTEE covenants and agrees that, in any improvements
43 on the Property defined as target housing by Title X and constructed prior to 1978, LBP hazards
will be disclosed to potential occupants in accordance with Title X before use of such

1 improvements as a residential dwelling (as defined in Title X). Further, the GRANTEE
2 covenants and agrees that LBP hazards in target housing will be abated in accordance with Title
3 X before use and occupancy as a residential dwelling, in accordance with applicable laws.
4 “Target housing” means any housing constructed prior to 1978, except housing for the elderly or
5 persons with disabilities (unless any child who is less than six (6) years of age resides, or is
6 expected to reside, in such housing) or any zero-bedroom dwelling.

7 5. The GRANTEE covenants and agrees that in its use and occupancy
8 of the Property, it will comply with Title X and all applicable Federal, State, and local laws
9 relating to LBP. The GRANTEE acknowledges that the GRANTOR assumes no liability for
10 damages for personal injury, illness, disability, or death to the GRANTEE, or to any other
11 person, including members of the general public, arising from or incident to the purchase,
12 transportation, removal, handling, use, disposition, or other activity causing or leading to contact
13 of any kind whatsoever with LBP on the Property, arising after the conveyance of the Property
14 from the GRANTOR to the GRANTEE, whether the GRANTEE has properly warned, or failed
15 to properly warn, the persons injured.

16 6. The GRANTOR shall provide a Notice of Release, in recordable
17 form, to the GRANTEE when demolition of the building or buildings on the Property containing
18 LBP have been completed and the appropriate Federal, State or local regulatory agency(s) have
19 concurred in writing that LBP has been removed from the buildings in accordance with all
20 applicable Federal, State, and local laws and regulations. This Notice of Release shall be
21 deemed to remove all notices and restrictions relating to LBP from applicable portions of the
22 Property.

23 **F. ASBESTOS CONTAINING MATERIALS.**

24 1. The GRANTEE is hereby informed and does hereby acknowledge
25 that hazardous materials in the form of asbestos or asbestos containing materials (“ACM”) have
26 been found and are otherwise presumed to exist in buildings, utilities and structures on the
27 Property. The EBS and FOST disclose the presence of known asbestos or ACM hazards in such
28 buildings, utilities and structures on the Property.

29 2. The GRANTEE covenants that it will prohibit occupancy and use
30 of buildings and structures, or portions thereof, containing known friable ACM prior to
31 abatement of the friable ACM or demolition of the buildings, utilities or structures, as may be
32 required by applicable law. In connection with its use and occupancy of the Property, including,
33 but not limited to, demolition of buildings, utilities and structures containing asbestos or ACM,
34 GRANTEE will comply with all applicable Federal, State and local laws relating to asbestos or
35 ACM.

36 3. The GRANTEE acknowledges that the GRANTOR assumes no
37 liability for damages for personal injury, illness, disability, or death to the GRANTEE, its
38 employees, invitees, or to any other person, including members of the general public, arising
39 from or incident to GRANTEE’s purchase, transportation, removal, handling, use, disposition, or
40 other activity causing or leading to contact of any kind whatsoever with ACM in the structures

1 on the Property, arising after the conveyance of the Property from GRANTOR to GRANTEE,
2 whether the GRANTEE has properly warned, or failed to properly warn the persons injured.

3 4. The GRANTOR shall provide a Notice of Release, in recordable
4 form, to the GRANTEE when demolition of the building or buildings on the Property containing
5 ACM have been completed and the appropriate Federal, State or local regulatory agency(s) have
6 concurred in writing that ACM has been removed from the buildings, utilities and structures in
7 accordance with all applicable Federal, State, and local laws and regulations. This Notice of
8 Release shall be deemed to remove all notices and restrictions relating to ACM from applicable
9 portions of the Property.

10 **G. Property Covered by Notice, Description, Access Rights, and**
11 **Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental**
12 **Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):** For the
13 Property, the GRANTOR provides the following notice, description, and covenants and retains
14 the following access rights:

15 1. **Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the**
16 **Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42**
17 **U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):** Pursuant to section 120(h)(3)(A)(i)(I) and (II) of
18 CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type,
19 quantity, and location of hazardous substances and the time at which such substances were
20 stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit “B”, attached
21 hereto and made a part hereof.

22 2. **Description of Remedial Action Taken, if Any, Pursuant to**
23 **Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation,**
24 **and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):** Pursuant to section
25 120(h)(3)(A)(i)(III) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the
26 remedial action taken, if any, on the Property is provided in Exhibit “B”, attached hereto and
27 made a part hereof.

28 3. **Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the**
29 **Comprehensive Environmental Response, Compensation and Liability Act of 1980**
30 **(CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii) and (B)):** Pursuant to section 120(h)(3)(A)(ii)
31 and (B) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that:

32 (a) all remedial action necessary to protect human health and
33 the environment with respect to any hazardous substance identified pursuant to section
34 120(h)(3)(A)(i)(I) of CERCLA remaining on the Property has been taken before the date of this
35 Quitclaim Deed, and

36 (b) any additional remedial action found to be necessary after
37 the date of this Quitclaim Deed shall be conducted by the United States.

1 4. **Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the**
2 **Comprehensive Environmental Response, Compensation, and Liability Act of 1980**
3 **(CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(iii)):** The United States retains and reserves a
4 perpetual and assignable easement and right of access on, over, and through the Property, to
5 enter upon the Property in any case in which a remedial action or corrective action is found to be
6 necessary on the part of the United States, without regard to whether such remedial action or
7 corrective action is on the Property or on adjoining or nearby lands. Such easement and right of
8 access includes, without limitation, the right to perform any environmental investigation, survey,
9 monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or
10 pumping wells or other treatment facilities, response action, corrective action, or any other action
11 necessary for the United States to meet its responsibilities under applicable laws and as provided
12 for in this instrument. Such easement and right of access shall be binding on the GRANTEE and
13 its successors and assigns and shall run with the land.

14 In exercising such easement and right of access, the United States shall provide the
15 GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to
16 enter upon the Property and exercise its rights under this clause, which notice may be severely
17 curtailed or even eliminated in emergency situations. The United States shall use reasonable
18 means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's
19 successors' and assigns', as the case may be, quiet enjoyment of the Property. At the completion
20 of work, the work site shall be reasonably restored. Such easement and right of access includes
21 the right to obtain and use utility services, including water, gas, electricity, sewer, and
22 communications services available on the Property at a reasonable charge to the United States.
23 Excluding the reasonable charges for such utility services, no fee, charge, or compensation will
24 be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right
25 of access hereby retained and reserved by the United States.

26
27 In exercising such easement and right of access, neither the GRANTEE nor its successors
28 and assigns, as the case may be, shall have any claim at law or equity against the United States or
29 any officer or employee of the United States based on actions taken by the United States or its
30 officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance
31 with this clause: Provided, however, that nothing in this clause shall be considered as a waiver
32 by the GRANTEE and its successors and assigns, as the case may be, of any remedy available to
33 them under the Federal Tort Claims Act.

34
35 **H. COVENANT TO RESTRICT USE OF**
36 **PROPERTY/ENVIRONMENTAL RESTRICTIONS:** Pursuant to California Civil Code §
37 1471, and in order to protect and effectuate an environmental remedy implemented on the
38 Property pursuant to CERCLA, GRANTEE covenants and agrees, as a covenant running with
39 the land, that the following land use restriction shall apply to the Property:

40 1. Unless otherwise approved by the GRANTOR and the Federal
41 Facility Agreement signatories (hereinafter "FFA signatories" which are the Department of Navy
42 (DON), the United States Environmental Protection Agency ("U.S. EPA"), the California
43 Environmental Protection Agency Department of Toxic Substances Control ("DTSC"), and the

1 Regional Water Quality Control Board (RWQCB) San Francisco Bay), the following activity
2 shall not be conducted within the Property:

3 (a) In areas with no hardscape (e.g., no structures, concrete or
4 paved roadways, parking lots, foundations, and sidewalks) and no buildings, there is a
5 prohibition against excavation of soil from depths greater than four (4) feet below the surface
6 unless the GRANTEE 1) obtains DTSC FFA Signatories approval; and, 2) develops and
7 complies with a Soil Management Plan to address management, handling, and disposal of soil in
8 accordance with applicable laws and regulations. The GRANTEE’s Soil Management Plan shall
9 require approval by the DON, the FFA signatories, unless U.S. EPA, in its discretion, determines
10 that its review and approval of a specific Soil Management Plan is not necessary. This
11 prohibition does not apply to utility repair and utility maintenance.

12 (b) In areas with hardscape (e.g., structures, concrete or paved
13 roadways, parking lots, foundations, and sidewalks) or buildings, for any excavation
14 immediately below the hardscape or foundation, the GRANTEE shall obtain written approval
15 from FFA Signatories; and for any major site work consisting of demolition or removal of
16 hardscape and buildings existing at the time of conveyance Owner shall develop and comply
17 with a Soil Management Plan approved by the FFA Signatories. Replacement of single-lot
18 walkways and driveways is not considered major site work, provided that it does not disturb soil
19 below the hardscape.

20 **I. REQUIREMENTS FOR LAND USE INSPECTION, REPORTING,**
21 **AND ENFORCEMENT ON THE PROPERTY:**

22 1. GRANTEE must comply with all terms and conditions relating to
23 land-use restrictions set forth herein.

24 2. GRANTEE must notify subsequent future transferees of all land
25 use restrictions and access provisions.

26 3. GRANTEE shall allow the GRANTOR, the FFA signatories, and
27 their authorized agents, employees, contractors and subcontractors to enter the Property to
28 conduct investigations, tests, or surveys; inspect field activities; or construct, operate, and
29 maintain the remedial action described in the appropriate Final ROD and Final Land Use
30 Controls (LUC) Remedial Design or undertake any other remedial response or remedial action as
31 required or necessary under the cleanup program including but not limited to monitoring wells,
32 extraction wells, and treatment facilities.

33 4. GRANTEE, including homeowner associations acting on behalf of
34 the property owners, shall continue to perform annual inspections to ensure that all land use
35 restrictions are being complied with by all future users, continue to report results from those
36 inspections to the GRANTOR and the FFA signatories, and enforce land-use restrictions.

37 5. GRANTEE shall provide the GRANTOR and the FFA signatories
38 with an annual LUC Compliance Certificate (an example of which is included as Exhibit “C”

1 attached hereto) for the Property. Should any deficiencies be found during any annual site
2 inspection, the GRANTEE and future transferees will provide the GRANTOR and the FFA
3 signatories a separate written explanation with the LUC Compliance Certificate indicating
4 specific deficiencies found and what efforts and measures have or will be taken to correct those
5 deficiencies. GRANTOR shall be responsible for any required maintenance or repair of the
6 remedial system components unless the required maintenance or repair is caused by or due to the
7 negligence of GRANTEE, its employees, contractors, invitees, or assigns. Copies of the
8 completed and signed LUC Compliance Certificate shall be sent to the GRANTOR and the FFA
9 signatories by certified mail, return receipt requested, in January of each calendar year. The need
10 to continue to provide such inspections and certifications on an annual basis will be re-evaluated
11 every five (5) years by the FFA signatories.

12 6. GRANTEE shall notify the GRANTOR and the FFA signatories
13 within ten (10) business days of a violation of land-use restrictions. The current landowner shall
14 then work with the FFA signatories to correct the problems discovered.

15 7. In the event that GRANTEE desires to develop, improve, use or
16 maintain the Property in a manner that is restricted or prohibited by the environmental
17 restrictions, covenants or land use controls contained within this Quitclaim Deed, the GRANTEE
18 shall provide the GRANTOR with a written request seeking approval of the requested
19 activity. The GRANTOR shall respond to these written requests promptly and in good faith
20 provided the request includes a description of the proposed work and is supported by
21 documentation of regulatory agency review and approval.

22 8. The environmental restrictions set forth in this Quitclaim Deed
23 may be released at such time as the GRANTOR has obtained written confirmation from DTSC,
24 including the appropriate FFA signatories, that the restricted property is protective of present and
25 future human health, safety, and the environment for the use that was formerly prohibited.
26 Upon receipt of such written confirmation, the GRANTOR shall deliver to the GRANTEE in
27 recordable form, a release (the “Release”) relating specifically to the environmental use
28 restrictions set forth in this Quitclaim Deed. The execution of the Release by the GRANTOR
29 shall remove all notices and restrictions relating to the remedy addressed by the restrictions from
30 the title to the Property.

31 **J. MARSH CRUST/SUBTIDAL ZONE SOIL MANAGEMENT**
32 **REQUIREMENTS.** “Marsh Crust” is defined as the underground layer that is the remnant of
33 the tidal marsh that existed along the shoreline of Alameda Island before filling to create
34 additional dry land. “Subtidal Zone” is defined as the underground layer that is the pre-filling
35 San Francisco Bay floor extension of the historic marsh. These layers form a single continuous
36 underground layer that extends Bayward of the original mean high tide line of Alameda Island
37 before filling and contains hazardous materials and hazardous substances, pollutants, and
38 contaminants that were retained in the historic marsh and Subtidal Zone before filling. The
39 GRANTEE covenants and agrees that it shall comply with City of Alameda Ordinance No. 2824
40 regarding Excavation into the Marsh Crust/Subtidal Zone at the Former Naval Air Station
41 Alameda and Fleet and Industrial Supply Center, Alameda Annex and Facility. GRANTEE will
42 record that certain Covenant to Restrict Use of Property (Environmental Restriction) (the “Marsh

1 Crust Covenant”), in substantially the same form as Exhibit “D” attached hereto, by and between
2 the GRANTEE, as Covenantor, and the DTSC, as Covenantee, which sets forth restrictions
3 applicable to the Marsh Crust/Subtidal Zone covered by this paragraph, immediately following
4 conveyance of the Property. GRANTOR and GRANTEE intend that the restrictions set out in
5 this paragraph, which are enforceable by the GRANTOR, shall be interpreted in a manner that is
6 consistent and not in conflict with the restrictions set forth in the Marsh Crust Covenant which is
7 enforceable by DTSC. A failure to enforce the Marsh Crust Covenant by DTSC shall not
8 preclude the GRANTOR from enforcing this restriction.

9 **K. FLOODPLAIN NOTIFICATION.** To the extent that any portion of the
10 Property lies within a floodplain as defined in Section 6(c) of Executive Order No. 11988,
11 Floodplain Management, dated May 24, 1977, construction, development and other uses of that
12 portion of the Property could be restricted by the standards and criteria of the National Flood
13 Insurance Program of the Federal Emergency Management Agency, or other applicable
14 regulations.

15 **L. NON-INTERFERENCE WITH NAVIGABLE AIRSPACE.**
16 GRANTEE shall comply with the provisions of Title 14, Code of Federal Regulations, part 77,
17 titled “Objects Affecting Navigable Airspace,” in connection with any construction or alteration
18 on the Property for which notice to the Administrator of the Federal Aviation Administration is
19 required to be provided in accordance with those regulations.

20 **M. PESTICIDE NOTIFICATION.** The GRANTEE is hereby notified that
21 the Property may contain pesticide residue from pesticides that have been applied in the
22 management of the Property. The GRANTOR knows of no use of any registered pesticide in a
23 manner inconsistent with its labeling and believes that all applications were made in accordance
24 with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et
25 seq.), its implementing regulations, and according to the labeling provided with such substances.
26 It is the GRANTOR's position that it shall have no obligation under the covenants provided
27 pursuant to section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response,
28 Compensation and Liability Act of 1980, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the
29 remediation of legally applied pesticides.

30 **N. POLYCHLORINATED BIPHENYLS (PCBs).** The GRANTEE is
31 hereby notified and does acknowledge that certain portions of the improvements on the Property
32 may contain PCBs. Prior to beginning any maintenance, alterations, demolition, restoration, or
33 construction work affecting fluorescent light fixtures, the GRANTEE must determine if PCB
34 ballasts are present. If present, GRANTEE shall dispose of PCB ballasts and/or fixtures at its
35 expense in accordance with applicable Federal, State, and local laws and regulations relating to
36 PCBs. The GRANTEE is hereby notified and does acknowledge that buildings constructed or
37 renovated between 1950 and 1978 have the potential to have PCBs contained within caulking,
38 and those PCBs can migrate from the caulk into air, dust and surrounding material, such as
39 wood, bricks and soil. Such materials must be handled, managed and disposed of during
40 maintenance and/or renovations by the GRANTEE at its expense in accordance with applicable
41 Federal, State, and local laws and regulations relating to PCBs.

1 **III. BINDING EFFECT; WAIVER.** The conditions, restrictions, reservations, and
2 covenants set forth in this Quitclaim Deed, unless subsequently released, are a binding servitude
3 on the Property; shall inure to the benefit of the GRANTOR and GRANTEE, their successors
4 and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil
5 Code sections 1462 and 1471 and other applicable authority.

6 The failure of GRANTOR to insist in any one or more instances upon complete
7 performance of the conditions subsequent, terms, or covenants of this Quitclaim Deed shall not
8 be construed as a waiver of, or a relinquishment of GRANTOR’s right to future performance of
9 any of those conditions subsequent, terms and covenants and the GRANTEE’s obligations with
10 respect to such future performance shall continue in full force and effect.

11
12 **IV. NOTICES.** Notices shall be deemed sufficient under this Quitclaim Deed if
13 made in writing and submitted to the following addresses (or to any new or substitute address
14 hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure
15 set forth herein by the intended recipient of such notice):

16 If to the GRANTEE: Name of Purchaser Here

17
18 If to Government/
19 DON/GRANTOR: United States Navy
20 BRAC Program Management Office West
21 33000 Nixie Way
22 Building 50, Suite 207
23 San Diego, CA 92147
24 Attention: Director

25
26 If to U.S. EPA: U.S. Environmental Protection Agency
27 Federal Facilities Site Cleanup Branch
28 Superfund Division
29 75 Hawthorne Street
30 San Francisco, CA 94105
31 Attention: Chief

32
33 If to RWQCB: California Regional Water Quality Control Board
34 San Francisco Bay Region
35 1515 Clay Street, Suite 1400
36 Oakland, California 94612
37 Attention: Bruce H. Wolfe, Executive Officer
38

1 **IN WITNESS WHEREOF**, the GRANTOR has caused its name to be signed to these
2 presents by an authorized Real Estate Contracting Officer on the day first above written.
3

4
5 **UNITED STATES OF AMERICA,**
6 acting by and through the Department of the Navy,
7

8
9
10 **BY:** _____
11 AMY JO HILL
12 Real Estate Contracting Officer
13

14
15 Date: _____
16

17
18 **ACCEPTANCE:**
19

20
21 The **GRANTEE** hereby accepts this Quitclaim Deed and agrees to be bound by all the
22 agreements, covenants, conditions, restrictions and reservations contained therein.
23

24
25 **NAME OF PURCHASER**
26

27
28
29 **BY:** _____
30 NAME
31 Title
32

33
34 Date: _____
35

36
37 **APPROVED AS TO FORM**
38

39
40 By: _____
41 THIS SECTION TBD AT PURCHASER DISCRETION
42 Title

Exhibit "A-1"
Legal Description and Plats of the Property

**LEGAL DESCRIPTION
NAVY RETAINED PARCEL
ALAMEDA, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED RECORDED AUGUST 10, 1966, IN REEL 1821, IMAGE 494 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, ALSO BEING A PORTION OF PARCEL 2, AS SAID PARCEL 2 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY, AT PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF SAID PARCEL OF LAND (RE 1821, IM 494), SAID CORNER ALSO BEING THE NORTHEASTERN CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE RESOLUTION RECORDED FEBRUARY 14, 1955 IN BOOK 7567 OF OFFICIAL RECORDS AT PAGE 117 IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHERLY LINE OF SAID PARCEL (RE 1821, IM 494), NORTH 87°13'09" WEST 275.01 FEET;

THENCE, LEAVING SAID SOUTHERLY LINE, NORTH 02°46'51" EAST 56.71 FEET;

THENCE, NORTH 87°12'11" WEST 939.24 FEET;

THENCE, ALONG THE ARC OF A TANGENT 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 119°02'01", AN ARC DISTANCE OF 51.94 FEET;

THENCE, NORTH 31°49'50" EAST 740.67 FEET;

THENCE, ALONG THE ARC OF A TANGENT 134.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 60°04'10", AN ARC DISTANCE OF 140.49 FEET;

THENCE, SOUTH 88°06'00" EAST 427.74 FEET;

THENCE, ALONG THE ARC OF A TANGENT 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET;

THENCE, SOUTH 01°54'00" WEST 409.45 FEET;

THENCE, SOUTH 56°50'14" EAST 350.08 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND (RE 1821, IM 494);

THENCE, ALONG SAID EASTERLY LINE, SOUTH 02°46'51" WEST 206.03 FEET TO SAID POINT OF BEGINNING.

CONTAINING 647,882 SQUARE FEET OR 14.87 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

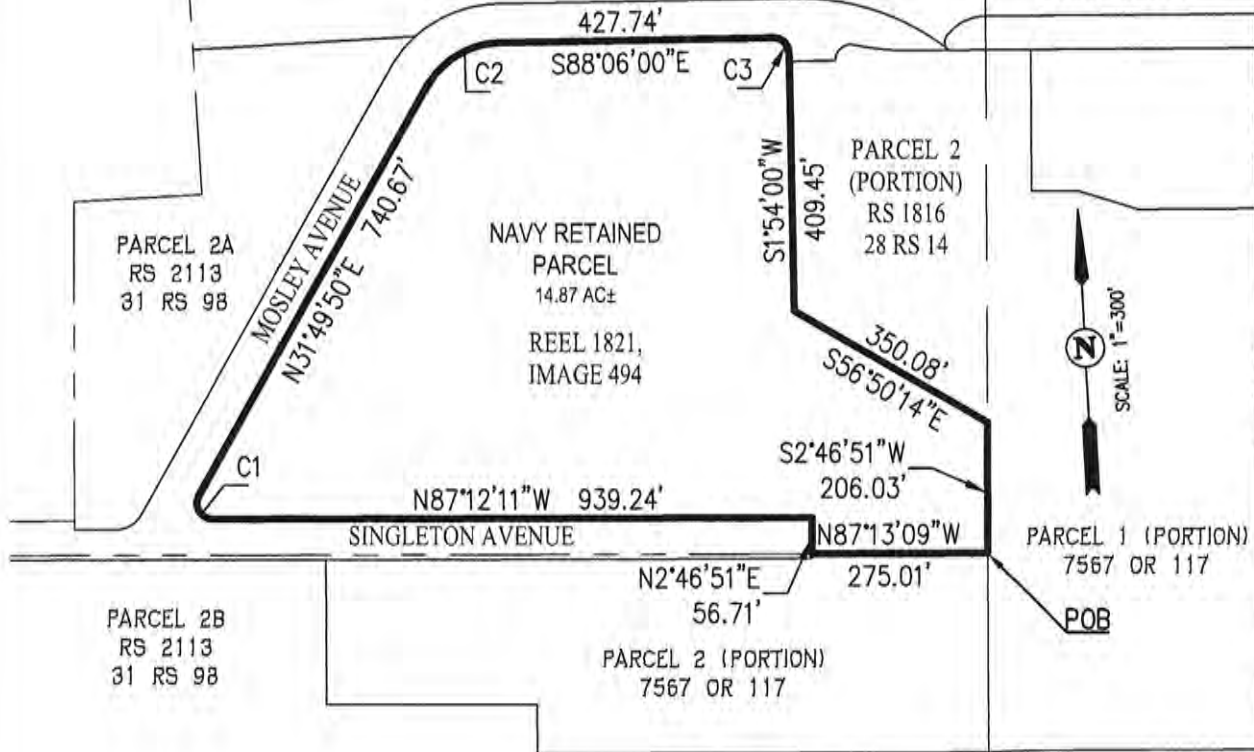


A handwritten signature in blue ink that reads "Joel Garcia". The signature is written in a cursive style and is positioned above a horizontal line.

JOEL GARCIA, P.L.S.
L.S. NO. 5285

01-24-2017

2009-35611



TRACT 8131
325 M 83

PARCEL 4
PM 10086
320 PM 43

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	25.00'	119°02'01"	51.94'
C2	134.00'	060°04'10"	140.49'
C3	25.00'	090°00'00"	39.27'

LEGEND:

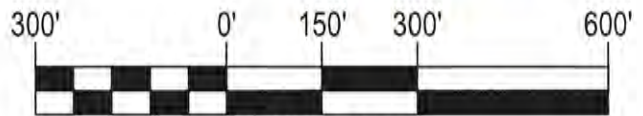
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT



01-24-2017

NOTE:

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816 (28 RS 14).



GRAPHIC SCALE

PLAT TO ACCOMPANY LEGAL DESCRIPTION

NAVY RETAINED PARCEL
ALAMEDA, CALIFORNIA

JANUARY 24, 2017

SHEET 1 OF 1

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA, (925) 866-0322

Exhibit "A-2"
Legal Description and Plats of the Non-Exclusive Access Easement

**LEGAL DESCRIPTION
ROADWAY DEDICATION
ALAMEDA, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCELS 1 AND 2, AS SAID PARCELS 1 AND 2 ARE DESCRIBED IN THAT CERTAIN DEED RECORDED FEBRUARY 14, 1955, IN BOOK 7567 OF OFFICIAL RECORDS, AT PAGE 117, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, AND A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 10, 1966, IN REEL 1821, IMAGE 494 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, ALSO BEING A PORTION OF PARCEL 2, AS SAID PARCEL 2 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY, AT PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERN LINE OF SAID PARCEL 2 (28 RS 14), SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 02°46'51" EAST 1161.37 FEET" ON SHEET 8 OF 12 OF SAID RECORD OF SURVEY (28 RS 14), SAID POINT ALSO BEING A POINT ON THE WESTERN LINE OF THAT CERTAIN PARCEL DESIGNATED AS "FISC SOUTH" IN THAT CERTAIN DEED RECORDED AUGUST 2, 2001, IN DOCUMENT NO. 2001-280973 OF OFFICIAL RECORDS, AND RE-RECORDED ON JUNE 2, 2003, IN DOCUMENT NO. 2003-316321 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE EASTERN LINE OF SAID PARCEL 2 (28 RS 14), NORTH 87°21'52" WEST 426.49 FEET;

THENCE, LEAVING SAID EASTERN LINE OF PARCEL 2 (28 RS 14), ALONG THE ARC OF A NON-TANGENT 75.01 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 02°37'14" WEST, THROUGH A CENTRAL ANGLE OF 55°21'57", AN ARC DISTANCE OF 72.48 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 15.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 52°44'43" EAST, THROUGH A CENTRAL ANGLE OF 85°53'39", AN ARC DISTANCE OF 22.49 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 378.03 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 41°21'38" WEST, THROUGH A CENTRAL ANGLE OF 39°27'38", AN ARC DISTANCE OF 260.35 FEET;

THENCE, NORTH 88°06'00" WEST 463.93 FEET;

THENCE, ALONG THE ARC OF A TANGENT 197.01 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41°24'01", AN ARC DISTANCE OF 142.36 FEET TO THE NORTHEASTERN CORNER OF PARCEL 2A OF THOSE CERTAIN LANDS TRANSFERRED TO THE DEPARTMENT OF HOMELAND SECURITY, U.S. COAST GUARD MAINTENANCE AND LOGISTICS COMMAND PACIFIC THROUGH THE DEPARTMENT OF NAVY (DOD) BY THAT CERTAIN DOCUMENT ENTITLED "TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY" (DD FORM 1354), DATED MARCH 11, 2008, SAID PARCEL 2B ALSO BEING SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 2113, RECORDED MAY 1, 2007, IN BOOK 31 OF RECORDS OF SURVEYS, AT PAGE 98, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID NORTHEASTERN CORNER OF PARCEL 2A (31 RS 98), ALONG THE SOUTHEASTERN AND SOUTHERN LINES OF SAID PARCEL 2A (31 RS 98), THE FOLLOWING FIVE (5) COURSES:

- 1) CONTINUING ALONG THE ARC OF A 197.01 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 39°30'01" EAST, THROUGH A CENTRAL ANGLE OF 18°40'09", AN ARC DISTANCE OF 64.19 FEET,
- 2) SOUTH 31°49'50" WEST 809.54 FEET;
- 3) ALONG THE ARC OF A TANGENT 45.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 61°33'19", AN ARC DISTANCE OF 48.35 FEET;
- 4) NORTH 86°36'51" WEST 63.24 FEET, AND
- 5) NORTH 02°50'34" EAST 13.02 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL OF LAND (REEL 1821, IMAGE 494);

THENCE, ALONG SAID WESTERN LINE OF SAID PARCEL OF LAND (REEL 1821, IMAGE 494), THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 87°13'09" WEST 448.32 FEET, AND
- 2) SOUTH 00°33'45" WEST 53.65 FEET TO THE NORTHEASTERN CORNER OF PARCEL 2B OF SAID CERTAIN LANDS TRANSFERRED TO THE DEPARTMENT OF HOMELAND SECURITY, U.S. COAST GUARD MAINTENANCE AND LOGISTICS COMMAND PACIFIC (DD FORM 1354), SAID PARCEL 2B ALSO BEING SHOWN AND SO DESIGNATED SAID RECORD OF SURVEY NO. 2113 (31 RS 98);

THENCE, FROM SAID NORTHEASTERN CORNER, ALONG THE NORTHERN LINE OF SAID PARCEL 2B (31 RS 98), AND THE EASTERLY PROLONGATION OF SAID NORTHERN LINE, THE FOLLOWING FOUR (4) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 239.02 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 02°37'19" EAST, THROUGH A CENTRAL ANGLE OF 08°59'12", AN ARC DISTANCE OF 37.49 FEET,

- 2) SOUTH 83°38'07" EAST 130.83 FEET,
- 3) SOUTH 87°14'57" EAST 372.85 FEET, AND
- 4) SOUTH 87°12'11" EAST 1,059.74 FEET;

THENCE, LEAVING SAID NORTHERN LINE OF PARCEL 2B (31 RS 98), NORTH 02°46'51" EAST 64.00 FEET;

THENCE, NORTH 87°12'11" WEST 939.23 FEET;

THENCE, ALONG THE ARC OF A TANGENT 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 119°02'01", AN ARC DISTANCE OF 51.94 FEET;

THENCE, NORTH 31°49'50" EAST 740.67 FEET;

THENCE, ALONG THE ARC OF A TANGENT 134.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 60°04'10", AN ARC DISTANCE OF 140.49 FEET;

THENCE, SOUTH 88°06'00" EAST 427.74 FEET;

THENCE, ALONG THE ARC OF A TANGENT 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET;

THENCE, SOUTH 01°54'00" WEST 13.31 FEET;

THENCE, SOUTH 88°06'00" EAST 73.00 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 25.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 88°06'00" EAST, THROUGH A CENTRAL ANGLE OF 103°27'25", AN ARC DISTANCE OF 45.14 FEET;

THENCE, ALONG THE ARC OF A REVERSE 378.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 15°21'25" EAST, THROUGH A CENTRAL ANGLE OF 12°43'17", AN ARC DISTANCE OF 83.93 FEET;

THENCE, SOUTH 87°21'52" EAST 547.89 FEET TO A POINT ON SAID EASTERN LINE OF PARCEL 2 (28 RS 14);

THENCE, ALONG SAID EASTERN LINE OF PARCEL 2 (28 RS 14), NORTH
02°46'51" EAST 53.60 FEET TO SAID POINT OF BEGINNING.

CONTAINING 5.30 ACRES OF LAND, MORE OR LESS.

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3.
DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE
GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN
ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK
28 OF RECORDS OF SURVEY AT PAGE 14, ALAMEDA COUNTY RECORDS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER
WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

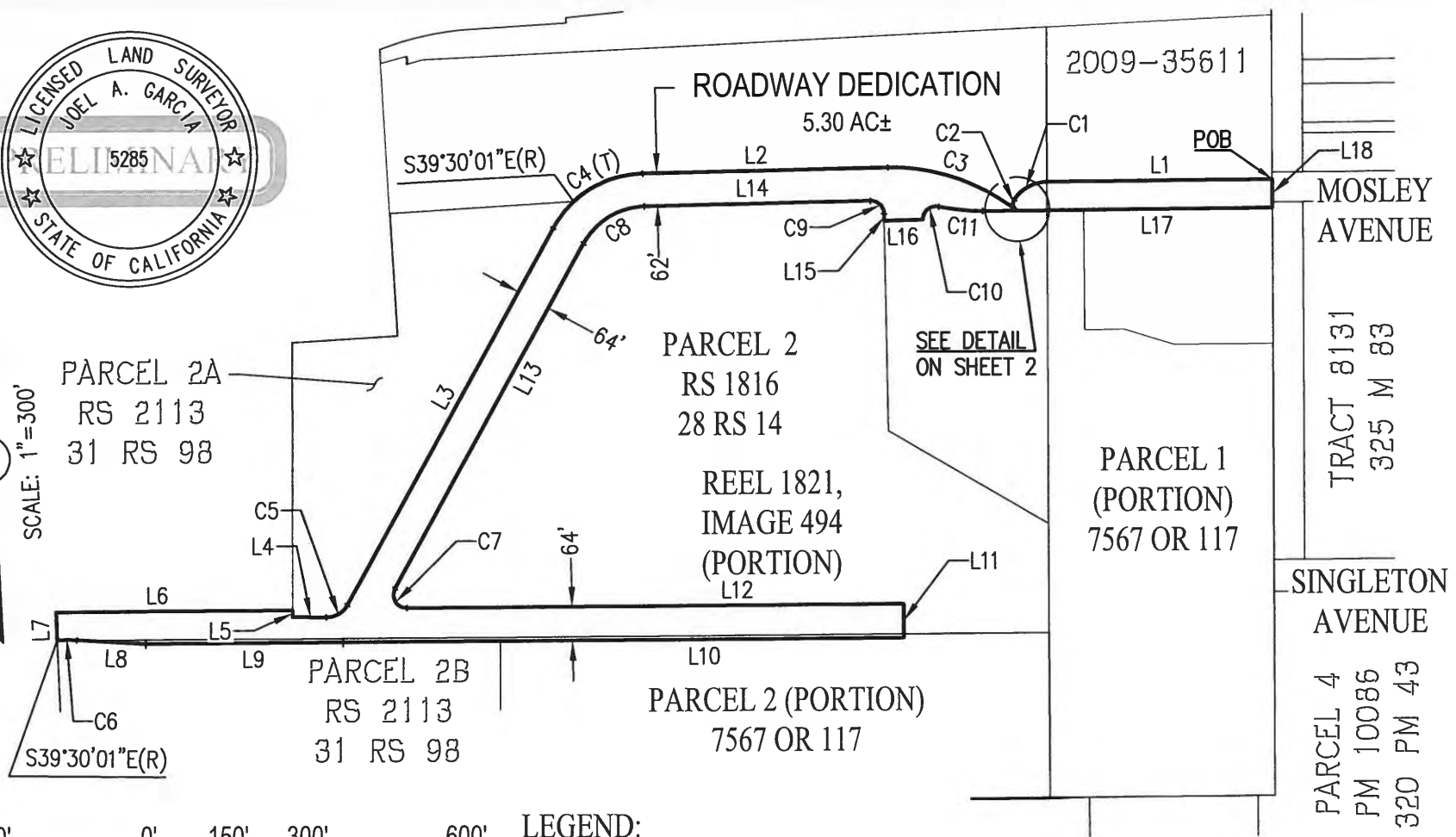
END OF DESCRIPTION

PRELIMINARY

JOEL GARCIA, P.L.S.
L.S. NO. 5285



SCALE: 1"=300'



LEGEND:
POB = POINT OF BEGINNING

SEE SHEET 2 FOR COURSE TABLES

SHEET 1 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ROADWAY DEDICATION
ALAMEDA, CALIFORNIA

DECEMBER 2, 2016

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA, (925) 866-0322

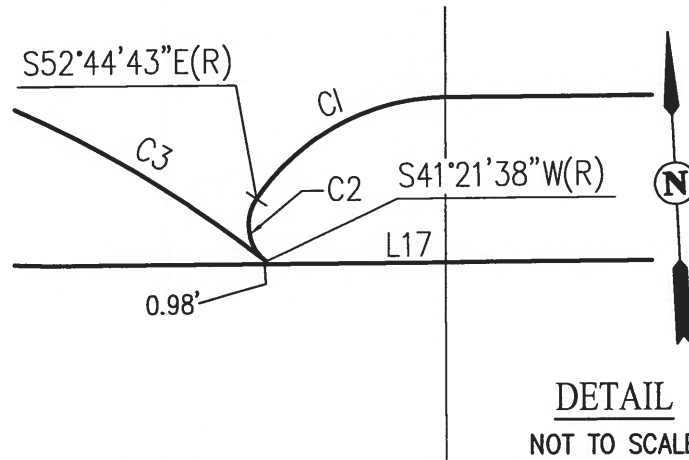
LINE TABLE		
NO	BEARING	LENGTH
L1	N87°21'52"W	426.49'
L2	N88°06'00"W	463.93'
L3	S31°49'50"W	809.54'
L4	N86°36'51"W	63.24'
L5	N02°50'34"E	13.02'
L6	N87°13'09"W	448.32'
L7	S00°33'45"W	53.65'
L8	S83°38'07"E	130.83'
L9	S87°14'57"E	372.85'
L10	S87°12'11"E	1059.74'

LINE TABLE		
NO	BEARING	LENGTH
L11	N02°46'51"E	64.00'
L12	N87°12'11"W	939.24'
L13	N31°49'50"E	740.67'
L14	S88°06'00"E	427.74'
L15	S01°54'00"W	13.31'
L16	S88°06'00"E	73.00'
L17	S87°21'52"E	547.89'
L18	N02°46'51"E	53.60'

NOTE:

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816 (28 RS 14).

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	75.01'	55°21'57"	72.48'
C2	15.00'	85°53'39"	22.49'
C3	378.03'	39°27'38"	260.35'
C4	197.01'	60°04'10"	206.55'
C5	45.00'	61°33'19"	48.35'
C6	239.02'	8°59'12"	37.49'
C7	25.00'	119°02'01"	51.94'
C8	134.00'	60°04'10"	140.49'
C9	25.00'	90°00'00"	39.27'
C10	25.00'	103°27'25"	45.14'
C11	378.00'	12°43'17"	83.93'



SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ROADWAY DEDICATION
ALAMEDA, CALIFORNIA

DECEMBER 2, 2016

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

2633 CAMINO RAMON, SUITE 350

SAN RAMON, CALIFORNIA, (925) 866-0322

Parcel Name: ROADWAY DEDICATION - BNDRY : 1
Description: MOSLEY AVENUE and SINGLETON AVENUE

**Prepared
by: JAG**

Client: CITY OF ALAMEDA

North: 2,114,715.0792' East: 6,046,509.0026'

Segment# 1: Line

Course: S2°46'51"W Length: 53.60'
North: 2,114,661.5423' East: 6,046,506.4022'

Segment# 2: Line

Course: N87°21'52"W Length: 547.89'
North: 2,114,686.7359' East: 6,045,959.0917'

Segment# 3: Curve

Length: 83.93' Radius: 378.00'
Delta: 12°43'17" Tangent: 42.14'
Chord: 83.76' Course: N81°00'13"W
Course In: N2°38'08"E Course Out: S15°21'25"W
RP North: 2,115,064.3360' East: 6,045,976.4733'
End North: 2,114,699.8326' East: 6,045,876.3669'

Segment# 4: Curve

Length: 45.14' Radius: 25.00'
Delta: 103°27'24" Tangent: 31.69'
Chord: 39.25' Course: S53°37'43"W
Course In: S15°21'25"W Course Out: N88°05'59"W
RP North: 2,114,675.7253' East: 6,045,869.7462'
End North: 2,114,676.5543' East: 6,045,844.7599'

Segment# 5: Line

Course: N88°06'00"W Length: 73.00'
North: 2,114,678.9746' East: 6,045,771.8000'

Segment# 6: Line

Course: N1°54'00"E Length: 13.31'
North: 2,114,692.2773' East: 6,045,772.2413'

Segment# 7: Curve

Length: 39.27'

Delta: 90°00'00"

Chord: 35.36'

Course In: N88°06'00"W

RP North: 2,114,693.1062'

End North: 2,114,718.0924'

Radius: 25.00'

Tangent: 25.00'

Course: N43°06'00"W

Course Out: N1°54'00"E

East: 6,045,747.2551'

East: 6,045,748.0840'

Segment# 8: Line

Course: N88°06'00"W

North: 2,114,732.2742'

Length: 427.74'

East: 6,045,320.5791'

Segment# 9: Curve

Length: 140.49'

Delta: 60°04'10"

Chord: 134.14'

Course In: S1°54'00"W

RP North: 2,114,598.3479'

End North: 2,114,669.0207'

Radius: 134.00'

Tangent: 77.47'

Course: S61°51'55"W

Course Out: N58°10'10"W

East: 6,045,316.1363'

East: 6,045,202.2884'

Segment# 10: Line

Course: S31°49'50"W

North: 2,114,039.7389'

Length: 740.67'

East: 6,044,811.6524'

Segment# 11: Curve

Length: 51.94'

Delta: 119°02'01"

Chord: 43.09'

Course In: S58°10'10"E

RP North: 2,114,026.5537'

End North: 2,114,001.5835'

Radius: 25.00'

Tangent: 42.47'

Course: S27°41'10"E

Course Out: S2°47'49"W

East: 6,044,832.8927'

East: 6,044,831.6728'

Segment# 12: Line

Course: S87°12'11"W

North: 2,113,955.7518'

Length: 939.24'

East: 6,045,769.7939'

Segment# 13: Line

Course: S2°46'51"W

Length: 64.00'

North: 2,113,891.8272'

East: 6,045,766.6889'

Segment# 14: Line

Course: N87°12'11"W

Length: 1,059.74'

North: 2,113,943.5388'

East: 6,044,708.2113'

Segment# 15: Line

Course: N87°14'57"W

Length: 372.85'

North: 2,113,961.4329'

East: 6,044,335.7909'

Segment# 16: Line

Course: N83°38'07"W

Length: 130.83'

North: 2,113,975.9363'

East: 6,044,205.7673'

Segment# 17: Curve

Length: 37.49'

Radius: 239.02'

Delta: 8°59'12"

Tangent: 18.78'

Chord: 37.45'

Course: N88°07'43"W

Course In: S6°21'53"W

Course Out: N2°37'19"W

RP North: 2,113,738.3895'

East: 6,044,179.2703'

End North: 2,113,977.1593'

East: 6,044,168.3362'

Segment# 18: Line

Course: N0°33'45"E

Length: 53.65'

North: 2,114,030.8067'

East: 6,044,168.8629'

Segment# 19: Line

Course: S87°13'09"E

Length: 448.32'

North: 2,114,009.0562'

East: 6,044,616.6549'

Segment# 20: Line

Course: S2°50'34"W

Length: 13.02'

North: 2,113,996.0522'

East: 6,044,616.0092'

Segment# 21: Line

Course: S86°36'51"E

Length: 63.24'

North: 2,113,992.3173'

East: 6,044,679.1388'

Segment# 22: Curve

Length: 48.35'

Delta: 61°33'19"

Chord: 46.06'

Course In: N3°23'09"E

RP North: 2,114,037.2387'

End North: 2,114,013.5053'

Radius: 45.00'

Tangent: 26.80'

Course: N62°36'29"E

Course Out: S58°10'10"E

East: 6,044,681.7965'

East: 6,044,720.0290'

Segment# 23: Line

Course: N31°49'50"E

North: 2,114,701.2999'

Length: 809.54'

East: 6,045,146.9877'

Segment# 24: Curve

Length: 206.55'

Delta: 60°04'10"

Chord: 197.22'

Course In: S58°10'10"E

RP North: 2,114,597.3950'

End North: 2,114,794.2967'

Radius: 197.01'

Tangent: 113.91'

Course: N61°51'55"E

Course Out: N1°54'00"E

East: 6,045,314.3696'

East: 6,045,320.9015'

Segment# 25: Line

Course: S88°06'00"E

North: 2,114,778.9150'

Length: 463.93'

East: 6,045,784.5765'

Segment# 26: Curve

Length: 260.36'

Delta: 39°27'38"

Chord: 255.24'

Course In: S1°54'00"W

RP North: 2,114,401.0929'

End North: 2,114,684.8294'

Radius: 378.03'

Tangent: 135.58'

Course: S68°22'11"E

Course Out: N41°21'38"E

East: 6,045,772.0428'

East: 6,046,021.8433'

Segment# 27: Curve

Length: 22.49'

Delta: 85°53'39"

Chord: 20.44'

Course In: N41°21'38"E

RP North: 2,114,696.0879'

Radius: 15.00'

Tangent: 13.96'

Course: N5°41'32"W

Course Out: N52°44'43"W

East: 6,046,031.7552'

End North: 2,114,705.1683'

East: 6,046,019.8159'

Segment# 28: Curve

Length: 72.48'

Delta: 55°21'57"

Chord: 69.69'

Course In: S52°44'43"E

RP North: 2,114,659.7602'

End North: 2,114,734.6918'

Radius: 75.01'

Tangent: 39.35'

Course: N64°56'16"E

Course Out: N2°37'14"E

East: 6,046,079.5203'

East: 6,046,082.9499'

Segment# 29: Line

Course: S87°21'52"E

North: 2,114,715.0806'

Length: 426.49'

East: 6,046,508.9887'

Perimeter: 7,709.52'

Error Closure: 0.0140

Error North : 0.00137

Area: 5.30Acre

Course: N84°21'21"W

East: -0.01391

Exhibit "B"
Hazardous Substances Notification

Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

Public Sale

Identification	Media/ Description	Hazardous Substance <small>a,b</small>	Reportable Quantity (lb) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
IR Site 25	Soil	PAHs	NA	NA	NA	Unknown	Unknown	D	<p>Between 1994 and 2005, a series of soil and groundwater investigations were conducted at the site. These investigations concluded that metals in the soil are present at concentrations consistent with background levels, but PAHs were identified as COCs in IR Site 25 soil. The PAHs are not related to a Navy release but appear to be associated with contaminated fill placed at the site prior to the Navy obtaining the property. Two TCRA's were conducted in 2000 and 2001- 2002 to address PAHs in IR Site 25 soil. Over 66,700 cubic yards of soil was removed during the TCRAs and disposed off site; then clean topsoil was added to return the excavated areas to grade. The ROD for IR Site 25 soil was signed in 2007 and selected ICs for soil beneath structures and at depths greater than 4 feet bgs.</p>

Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

Identification	Media/Description	Hazardous Substance ^{a,b}	Reportable Quantity (lb) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
OU5/FISCA IR-02	Groundwater	Benzene	10	71-43-2	U019	Unknown	Unknown	R	Between 1988 and 2013, a series of environmental investigations and a remedial action were conducted for shallow groundwater at OU-5/FISCA IR-02. Benzene and naphthalene are the COCs; there is stratification, with the highest concentrations located at depths adjacent to the Marsh Crust. A ROD for the shallow groundwater was signed in 2007; the selected remedy was biosparging with soil vapor extraction in the plume centers, monitored natural attenuation, and ICs. Biosparge wells screened at the Marsh Crust were installed between 2008 and 2009. Operation of the treatment system began in 2009 and ended in 2013. A ROD Amendment in 2015 documented the 2013 evaluation of potential vapor intrusion using current methodologies and toxicities and indoor air sampling. NFA was granted for shallow groundwater in 2015 based on the ROD Amendment.
		Naphthalene	100	91-20-3	U165	Unknown	Unknown	R	

Notes:	
a	This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4. The substances which do not have chemical-specific break down (and associated annual reportable quantity) are not listed in 40 CFR 302.4, and therefore have no corresponding CAS number, no regulatory synonyms, no RCRA waste numbers, and no reportable quantities.
b	The Property may contain pesticide residue from pesticides that have been applied in the management of the property. The Grantor knows of no use of any registered pesticide in a manner inconsistent with its labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Grantor's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.
c	The quantity stored, released, or disposed, and the date stored, released, or disposed, is unknown because documentation related to storage, release, or disposal of these hazardous substances was not available during records searches for the property.

Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

Public Sale (cont.)

Acronyms and Abbreviations:

AKA	Also known as	NA	Not available
AST	Aboveground storage tank	NADEP	Naval Aviation Depot
AOC	Area of Concern	NAS	Naval Air Station Alameda
bgs	Below ground surface	Navy	United States Department of the Navy
CAS	Chemical Abstract System	NFA	No Further Action
COC	Chemical of concern	OU	Operable Unit
CFR	<i>Code of Federal Regulations</i>	OWS	Oil-Water Separator
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	PAH	Polycyclic Aromatic Hydrocarbons
Ci	Curie	PCB	Polychlorinated biphenyl
D	Disposed	R	Released
DDD	Dichlorodiphenyldichloroethane	RACR	Remedial Action Completion Report
DDE	Dichlorodiphenyldichloroethylene	RAOs	Remedial Action Objectives
DDT	Dichlorodiphenyltrichloroethane	RCRA	Resource Conservation and Recovery Act
DTSC	Department of Toxic Substances Control	RD	Remedial Design
EDC	Economic Development Conveyance	ROD	Record of Decision
FISCA	Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex	S	Stored
FOST	Finding of Suitability to Transfer	SWMU	Solid Waste Management Unit
GAP	Generator Accumulation Point	TCRA	Time Critical Removal Action
IC	Institutional control	USEPA	United States Environmental Protection Agency
IR	Installation Restoration	U.S.C.	United States Code
ISCO	In situ chemical oxidation	UST	Underground storage tank
Lb	Pound	WD	Washdown area
LUC	Land Use Control		

Exhibit "C"
LUC Compliance Certificate

Exhibit C

INSTALLATION RESTORATION SITE 25 SOIL INSTITUTIONAL CONTROL COMPLIANCE MONITORING REPORT

Installation Restoration Site 25
Alameda Point, Alameda, California
EPA I.D. No. CA2170023236

Property Owner: _____

This evaluation is the final Department of the Navy certification just prior to site conveyance (yes or no) _____

If for an annual inspection, this evaluation covers the period from _____ through _____

Certification Checklist

Table with 4 columns: Item description, In Compliance, Non-Compliance, See Comment. Contains 4 rows of inspection items with checkboxes.

I, the undersigned, hereby certify that the above-described land use restrictions have been complied with for the period noted. Alternately, any known deficiencies and completed or planned actions to address such deficiencies are described in the attached Explanation of Deficiencies.

Printed Name/Signature _____

Date _____

Mail completed form(s) to the Department of the Navy, U.S. Environmental Protection Agency, California Department of Toxic Substances Control, and California Regional Water Quality Control Board annually.

Comments:

Exhibit "D"
Marsh Crust Covenant Template

COVENANT TEMPLATE

RECORDING REQUESTED BY:

Name
ADDRESS
ADDRESS
ADDRESS

WHEN RECORDED, MAIL TO:

Department of Toxic Substances
Control
700 Heinz Avenue
Berkeley, CA 94710
Attention: NAME

This document is exempt from payment of
a recording fee pursuant to California
Government Code §27383

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

MARSH CRUST ENVIRONMENTAL

RESTRICTION

(Re: Parcel No. xx
- DTSC Site Code 201971)

This Covenant and Agreement (Covenant) is made by and between the xxxx (or the Covenantor), the current owner of certain property, situated in the City of Alameda, County of Alameda, State of California, described and depicted in

Exhibit "A" (the Property), and the Department of Toxic Substances Control (Department). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence of hazardous materials as defined in California Health and Safety Code section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree that, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, the use of the Property be restricted as set forth in this Covenant; and that the Covenant shall conform with the requirements of the California Code of Regulations, title 22, section 67391.1.

ARTICLE I STATEMENT OF FACTS

1.1 Property Location. The Property, as depicted on Exhibit "A", is made up of approximately 14.87 acres, and is located within the Former Alameda Point Naval Air Station (NAS Alameda), Alameda, California.

1.2 Site History. The "marsh crust" means the underground layer that is the remnant of the tidal marsh that existed along the shoreline of Alameda Island before filling to create additional dry land. In many places, this layer contains hazardous materials from former industrial discharges that were retained in the historic marsh before filling. These hazardous materials include petroleum hydrocarbons (TPH) and polynuclear aromatic hydrocarbons (PAHs). The marsh crust is a generally continuous underground layer, at depths of 4 to 20 feet bgs, that extends bayward of the original mean high tide line of Alameda Island, before filling, throughout the intertidal area that was filled. The "former subtidal area" is a layer of sediment that may be contaminated with semivolatile organic compounds (SVOC) that was deposited on tidal flats at the western end of NAS Alameda rather than on the marshes.

The marsh crust is located under two adjoining naval installations in Alameda: Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex (Annex), and NAS Alameda. The former subtidal area is located on NAS Alameda west of the marsh crust. NAS Alameda was listed on the U.S. Environmental Protection Agency (U.S. EPA) National Priorities List (NPL) under CERCLA in July 1999. However, the NPL listing specifically excluded the marsh crust and former subtidal area and the Annex.

1.3 Decision Document. The "Remedial Action Plan/Record of Decision for the Marsh Crust at the Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex and for the Marsh Crust and Former Subtidal Area at Alameda Point" (RAP/ROD) was approved and finalized February 2, 2001. The RAP/ROD requires environmental restrictions in the Navy deed and a separate covenant to restrict use of Property between the Department and City at the time of transfer. The Annex property transferred from the Navy to the City in 2000, and at that time, and in accordance with the RAP/ROD requirements, the City recorded a covenant to restrict use. The NAS Alameda property transferred from the United States of America to the Covenantor on DATE, 2017, and this Covenant is fulfilling the requirements in the RAP/ROD.

1.4 City Excavation Ordinance. The City adopted City of Alameda Ordinance No. 2824 on February 15, 2000, that prohibits engaging in any excavation below specified threshold depths without an excavation permit and without taking proper measures to ensure that workers are not unduly exposed and that all contaminated material brought to the surface is properly disposed of. The City will directly implement and enforce the Ordinance.

1.5 Basis for Covenant. As a result of the presence of hazardous substances in the Property, which are also defined as hazardous materials as defined in California Health and Safety Code section 25260, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as

part of the Department-approved remedy for the Property. The Department has also concluded that the Property, when used in compliance with this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

ARTICLE II DEFINITIONS

2.1 Department. "Department" means the Department of Toxic Substances Control and includes its successor agencies, if any.

2.2 Excavation ordinance. "Excavation ordinance" means City of Alameda Ordinance No. 2824, which is incorporated herein by this reference.

2.3 Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.3 Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.4 Occupant. "Occupant" means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.5 Owner. "Owner" means the Covenantor, and any successor in interest including any heir and assign, who at any time holds title to all or any portion of the Property.

2.6 Threshold depth. "Threshold depth" is the elevation above which there is little likelihood that hazardous materials from the marsh crust would have mixed during filling. The threshold depth for any location at the Property is shown on an exhibit to the

Excavation ordinance and will be derived from the RAP/ROD or other applicable remedial decision document. The current Threshold depth is depicted on Exhibit "B".

ARTICLE III
GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department and Central Valley Water Board, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.3. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.4. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each

such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5 Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering the Covenant.

ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

4.1 Prohibited Activities. The following activities are prohibited on the Property:

Engaging in any excavation below the threshold depth without (a) a City excavation permit; or (b) if the excavation ordinance has been repealed, or if the Department has made a written determination with thirty (30) days prior written notice to the City that the excavation ordinance does not comport with the intent of this Covenant, then a permitted excavation may be conducted only in accordance with a written approval issued by the Department. Owner's application for such an approval shall be submitted to the Department and shall otherwise comply with the permit application requirements of the last version of the excavation ordinance or such other requirements as the Department may specify.

4.3 Access For Department. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety or the environment.

ARTICLE V
ENFORCEMENT

5.1 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI
VARIANCE. REMOVAL AND TERM

6.1 Variance. Any person may apply to the Department for a written variance from one of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2 Removal. Any person may apply to the Department to remove any of the restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3 Term. Unless ended in accordance with paragraph 6.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.1 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or

any portion thereof, to the general public or anyone else for any purpose whatsoever.

7.2 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Alameda within 10 days of the Covenantor's receipt of a fully executed original.

7.3 Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Address: INSERT
Attention: NAME

To Department:

California Environmental Protection Agency
Department of Toxic Substances Control
700 Heinz Avenue
Berkeley, CA 94710
Attention: NAME

Any party may change its address or the individual to whose attention a Notice is to be sent by giving advance written Notice in compliance with this paragraph.

7.4 Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.5 Statutory References. All statutory or regulatory references include successor provisions.

7.6 Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Name

By:

Title:

Date:

Department of Toxic Substances Control:

By:

Title:

Date: