

**FORMER RIVERBANK ARMY AMMUNITION PLANTS (RBAAP) PARCELS
RIVERBANK, STANISLAUS COUNTY, CA 95357**

**AMENDMENT #1
TO AMENDED AND RESTATED INVITATION FOR BIDS**

**Riverbank Parcels
IFB Number SFRAN918168101/02
Issued on August 27, 2018**

This Amendment #1 to the Amended and Restated the Invitation for Bids (IFB) issued on July 9, 2018, includes the following:

- 1) Change the online auction start date.** The following items have been amended as follow -
 - i. On Page 1 of the IFB, Auction Summary “...Start Date: Tuesday, October 7, 2018 At 11:00AM (Central Time)...”
 - ii. On Page 10 of the IFB, Instruction to Bidders “...1. AUCTION START DATE
The auction opens on Tuesday, October 7, 2018 at 11:00AM (Central Time)....”
- 2) Change the inspection date for September 2018.** The following items have been amended as follow -
 - i. On Page 6 of the IFB, Terms of Sale, “...3. INSPECTION
The Property will be made available for site inspection at the following times:
Saturday, September 29, 2018: 10:00AM – 5:00PM
Meeting Location: 5300 Claus Road, Riverbank, CA 95357...”
- 3) Replace the Sample Quitclaim Deed for Parcel 4, to include the flowage easement.** The following items have been amended as follow -
 - i. On Page 89-105 of the IFB, Exhibit G: Sample Quitclaim Deed – Parcel 4.

The Amendment #1 is effective as of August 27, 2018.

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

**SALE OF GOVERNMENT REAL PROPERTY
AMENDMENT #1 - Riverbank Parcels
IFB Number SFRAN918168101/02
Issued on August 28, 2018**

This Invitation for Bid (IFB) consists of the sale of three (3) parcels in Stanislaus County, California. **Parcel 2** containing approximately 18.30 acres and **Parcel 2A** containing approximately 3.30 acres will be sold together while **Parcel 4** containing approximately 28.98 acres will be sold individually. See additional property information beginning on page 2.

Although the entirety of the former Riverbank Army Ammunition Plant (RBAAP) has been identified as a site on the National Priorities List (NPL) under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), these parcels are suitable for transfer and immediate re-use. Testing has confirmed that portions of the property were never contaminated, and other portions of the property have undergone treatment so that all of the property is suitable for transfer and commercial/industrial or agricultural reuse. Further information is included in the Environmental Notices, a list of available environmental documents on page 18; and in Exhibit B, Notices and Covenants, on page 29.

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

Auction Summary	
Sale Type: Online Auction	
Start Date: Tuesday, October 7, 2018 At 11:00AM (Central Time)	
End Date: Based on Bidding	
Starting Bid(s):	
Parcels 2 & 2A	\$ 50,000.00
Parcel 4	\$ 15,000.00
Registration Deposit:	
Parcels 2 & 2A	\$ 5,000.00
Parcel 4	\$ 5,000.00
Bid Increment:	
Parcels 2 & 2A	\$ 10,000.00
Parcel 4	\$ 5,000.00

Online Auction Assistance

Margie Solano
415-522-3435; margie.solano@gsa.gov

Send Bid Form and Registration Deposit

to: ATTN: Thuy Ta
U.S. GSA Real Property Utilization and Disposal
50 United Nations Plaza, 4th Fl, Room 4345
Mail Box 9
San Francisco, CA 94102

Property Disposal Web Page

<https://disposal.gsa.gov>

Inspection Opportunities:

Inspection dates are listed under Term of Sales, Numeral 3 – Inspection, page 6 of the IFB.

GSA Disposal Realty Officer Information:

Thuy Ta,
(415) 522-3603, thuy.ta@gsa.gov

Online Auction

RealEstateSales.gov

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

Riverbank is located along State Highway 108 and the Stanislaus River, near Modesto, California and is 94 miles east of San Francisco, 75 miles south of Sacramento, 100 miles north of Fresno, and 80 miles west of Yosemite National Park.

The Riverbank Parcels 2 and 2A are located at 5300 Claus Road, in Riverbank, California 95357 and comprise a portion of the Riverbank Industrial Complex (former RBAAP) Parcel 2 is vacant land with no buildings, but does contain railroad track over which a non-exclusive railroad easement shall be reserved to the City of Riverbank and the grantee. Parcel 2A is improved with asphalt pavement, perimeter fencing and is currently being utilized under lease as an RV/boat storage facility by the Riverbank Local Redevelopment Authority (RLRA). The RLRA lease will terminate upon conveyance of the property to the high bidder. Upon acceptance of the high bid, the Buyer may request a 30-day notice of termination and removal of all personal property be issued by the Government. This should allow time for removal of all personal property prior to closing.

Riverbank Parcel 4 is located north of the City of Riverbank's limits, northwest of Highway 108 and Adams Gravel Plant Road in Stanislaus County, California. Parcel 4 is vacant land and highlighted by approximately 2,250 feet of Stanislaus River frontage. The Government shall retain an easement to (transfer to and deposit onto the property uncontaminated/clean water for evaporation and ground percolation) overflow, flood and submerge the land. The Government shall terminate the easement within 3 years of completion of the off-site clean water transfer requirement.

Parcels 2, 2A and 4 are described in Exhibit A starting on page 23.

2. SALE PARCEL DESCRIPTION

The Riverbank Parcels, herein referred to collectively as the "Property", include:

Parcel 2: 18.3 +/- acres
Parcel 2A: 3.3 +/- acres
Parcel 4: 28.98 +/- acres

3. DRIVING DIRECTIONS

From San Francisco: Take I-80 E towards Hayward-Stockton (CA-24) and exit onto I-580 E. Continue on I-580 E for 46.26 miles and onto I-205 E towards Tracy/Stockton. Exit onto I-5 N exiting at #461/Manteca/Sonora onto CA-120 E. Take the Modesto/Fresno exit onto CA-99 S. Exit at #233/Broadway/Kiernan Avenue (CA-219) and turn left on Kiernan Avenue continuing on Claribel Road. Turn left on Claus Road, arriving at 5300 Claus Road.

From Sacramento: From CA-99S towards Fresno, take Exit #233/Broadway/Kiernan Avenue and turn left on Kiernan Avenue continuing on Claribel Road. Turn left on Claus Road, arriving at 5300 Claus Road.

From Fresno: From CA-99N towards Sacramento, take Exit #220/Mitchell Road and make a sharp right turn on Finch Road. Turn left on Garner Road and continue on Claus Road, arriving at 5300 Claus Road.

4. LEGAL DESCRIPTION

Legal descriptions for the Riverbank Parcels can be found in the Exhibits F and G - Sample Quitclaim Deeds starting on pages 72 and 89 of the IFB.

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

Parcel 2 & 2A - Portions of APN: 062-031-005

Parcel 4: 062-080-08

Stanislaus County, California

The Property has not been subdivided. The APN number provides a reference. Individual sale parcels have not been assigned an APN.

5. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Electric/Gas

PG&E (800) 743-5000

Modesto Irrigation District (209) 526-7339 or toll free (888) 335-1643

Water/Sewer/Storm Drain/Solid Waste

City of Riverbank, Public Works (209) 869-7128

Oakdale Irrigation District (209) 847-0341

Hetch Hetchy (209) 989-2063

Modesto Irrigation District (209) 526-7339

City of Oakdale, Public Works (209) 847-4322

Gilton Solid Waste Management (209) 527-3781

Telephone Service

AT&T (800) 288-2020

Cable Provider

Charter Communications, Inc. (866) 731-5420

AT&T U-verse (800) 288-2020

Comcast Cable (800) 824-2000

Ingress/Egress

Matt Machado, PE, LS

Public Works Director

Stanislaus County

1716 Morgan Road

Modesto, CA 95358-5805

Phone: 209-525-4153 or 209-525-4179

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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; Environmental Notices; Bidder Registration and Bid Form for Purchase of Government Property; Real Estate Buyer's Broker Participation Registration form, 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 Army Corps of Engineers ("USCOE"). USCOE 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 on-line auctions, computers have automated the

proxy role and bidders establish their bid limits on-line 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 propertydisposal.gsa.gov.

n. BROKER/BROKERAGE

The term "broker" as used herein refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a commission, acts for another person or entity solely as agent in conformance with "Instructions to Bidders" Paragraph 12, page 13 of the IFB contained herein. The "brokerage" is the business entity of the broker representing the Bidder(s). A broker must be an agent and cannot be a party to the contract to receive a commission.

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. INSPECTION

The Property will be made available for site inspection at the following times:

Saturday, September 29, 2018: 10:00AM – 5:00PM

Meeting Location: 5300 Claus Road, Riverbank, CA 95357

No one will be allowed access to the Property without the presence of a GSA employee or designee.

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

Notwithstanding Army's continuing obligation under CERCLA 120(h), the Property is offered for sale "**AS 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" provision will be included in the Quitclaim Deed.

6. ZONING

Parcels 2 and 2a are zoned M-1: Light Industrial, and is subject to the jurisdiction of the City of Riverbank.

Parcel 4 is zoned A-2-40: General Agriculture, and is subject to the jurisdiction of the Stanislaus County.

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information contact:

City of Riverbank, Community Development
Planning Division
6617 3rd Street
Riverbank, CA 95367
(209) 863-7128

Stanislaus County Board of Supervisors
1010 10th St, Suite 6500
Modesto, CA 95354
(209) 525-4440

7. RISK OF LOSS

As of the date of closing, 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.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of closing, 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.

9. 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, including credit card, 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 agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

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.

10. 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) 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 without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE AND SURVEY

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.

12. TITLE INSURANCE AND DEED

If a bid for the purchase of the Property is accepted, the Government will convey its interest in the property by a quitclaim deed or a deed without warranty in substantially the form of the sample quitclaim deeds attached as Exhibits F & G to this Invitation for Bids. The Government does not pay for or provide title insurance.

13. 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 in the deeds.

14. 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.

15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for sixty (60) 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 sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

16. 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 sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar days period.

On the closing date, the Purchaser shall tender to the 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. The Government reserves the right to extend the closing date for a reasonable amount of time.

17. 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 \$500.00 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.

18. 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.

19. 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 and Department of Defense (DOD) employees are prohibited from bidding on the Property offered in the IFB.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on Tuesday, October 7, 2018 at 11:00AM (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. You may use a different credit card to provide the required Registration Deposit. Credit card registration deposits for real property sales cannot be made via GSA Auctions®.**

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:** The following is the Registration Deposit amount for each Parcel:

Parcels 2 & 2A	\$	5,000.00
Parcel 4	\$	5,000.00

The Registration Deposit must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). 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." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

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, 4th Fl, Room 4345, Mail Box 9
San Francisco, CA 94102
Attn: Thuy Ta

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by email to Margie.Solano@gsa.gov and carbon copy (CC) to thuy.ta@gsa.gov.

- 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) 522-3603. 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) 522-3603 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 close 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.

- Bid Interval of 24 hours:* 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 (excluding Weekends [from 12:00 a.m. Saturday until 11:59 p.m. Sunday] and Federal holidays, as defined on the U.S. Office of Personnel Management's website), beginning at the time the increased bid is placed. This process will continue until the high bid survives the full Bid Interval period unchallenged. Although auctions with a Bid Interval of 24 hours may not close over the weekend or on a Federal holiday, bids may be received during such times.

Example 1: If an auction with a Bid Interval of 24 hours had a close time of 9:00 p.m. on Friday and a bid was placed at 7:30 p.m. Friday, the auction would close at 7:30 p.m. on Monday.

Example 2: If an auction with a Bid Interval of 24 hours had a close time of 4:00 p.m. on Monday and a bid was placed at 5:00 p.m. Sunday, the auction would close at 5:00 p.m. on Monday.

- Bid Intervals up to and including 4 hours:* For Bid Intervals of up to and including 4 hours, the auction will not close during non-business hours, Weekends or Federal holidays and bidding will continue to the next business day. Business hours for GSAauctions.gov are 8 a.m. to 5 p.m. Central Time and Weekends and Federal holidays are defined as set forth in paragraph 10.a., above. When an auction is extended after a new bid and if what would be the new close time falls outside of business hours, or on a weekend or Federal holiday, then the auction will close on the next business day with a close time of 8 a.m. (beginning of business hours) plus the Bid Interval time. Although auctions with a Bid Interval of up to and including 4 hours may not close during non-business hours, weekends, or on a Federal holiday, bids may be received during such times.

Example: If an auction with a Bid Interval of 4 hours had a close time of 5:00 p.m. Wednesday receives a bid at 4:00 p.m. Wednesday, the auction would close at 12:00 p.m. on Thursday (8 a.m. plus 4 hours).

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. BROKER'S FINDER'S FEE

Real estate brokers that have secured a registered bidder shall receive a "finder's fee" in the event the bidder's high bid is accepted and the sale is closed with all funds being received by the Government, and the broker is not (1) the bidder; (2) a partner in the bidding relationship; (3) in a partnership with the bidder; or (4) a corporate officer or controlling shareholder in the bidding corporation.

The real estate broker shall receive a "finder's fee" consisting of four percent (4%) of the sale price. The fee shall only be considered earned upon closing and will be paid through escrow.

The obligation to pay a "finder's fee" shall accrue at closing, not at Government's bid acceptance.

In addition to the Bidder Registration and Bid Form, bidders must complete and submit the Buyer's Broker Participation Registration Form on page 19 with their client's bid form. Submissions of the Buyer's Broker Participation Registration Form after the receipt of the Bidder Registration and Bid Form will not be accepted and any identified broker will not be authorized to receive the "finder's fee".

13. 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.

14. 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.

15. 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.

16. ACKNOWLEDGMENT AND ACCEPTANCE OF DEED TERMS

a. Upon bid acceptance, an unexecuted deed will be delivered to Purchaser by mail. Within ten (10) business days of acceptance of a bid by Government, the Purchaser must sign and acknowledge the Acceptance by Grantee of the deed and return it to GSA by mail with the earnest money deposit described in Paragraph 17, Increase of Earnest Money and Transaction Closing, to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
50 United Nations Plaza, 4th Fl, Room 4345, Mail Box 9
San Francisco, CA 94102
Attn: Thuy Ta

b. Failure to provide acknowledgment and acceptance of the deed terms will result in a default and forfeiture of the Registration Deposit.

c. Sample deeds can be found starting on page 72 of this IFB.

17. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit Earnest Money in the form of a bank certified or cashier's check or wired funds transfer, equal to at least ten percent (10%) of the total bid in addition to any prior credit card deposits. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit. Upon receipt of the Earnest Money deposit, applicable credit card registration deposits may be refunded.

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 sixty (60) 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.

18. 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 provided by credit card will be credited to the same account number provided.

Upon receipt of the Earnest Money described in Instructions to Bidders, Paragraph 17 - Increase of Earnest Money and Transaction Closing, credit card deposits may be refunded.

Registration Deposits received from the second highest bidder will be held as stipulated in Instructions to Bidders, Paragraph 19 -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. Refunds to a credit card will usually be processed within three business days.

19. 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 Instructions to Bidders, Paragraph 18 - 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.

20. 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 <https://propertydisposal.gsa.gov> or RealEstateSales.gov.

21. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

ENVIRONMENTAL NOTICES

1. FINDING OF SUITABILITY TO TRANSFER

The Department of the Army has completed a Finding of Suitability to Transfer (FOST) for each parcel and an Environmental Condition of Property (ECP) Phase I and II. The FOSTs and ECPs reference environmental conditions on the Property and on other property not subject to this IFB. The FOSTs set forth the basis for the Government's determination that the Property is suitable for transfer and are incorporated by reference as part of this IFB. Bidders are hereby made aware of the environmental conditions contained in the ECPs and environmental notifications and land use controls that will be included in the deed as contained in the FOSTs and are summarized herein, and provided in full on the GSA website.

2. ENVIRONMENTAL NOTIFICATIONS

The Purchaser is also notified that the RBAAP has been identified as a NPL site under the CERCLA. Testing has confirmed that portions of the Property were never contaminated, and other portions of the Property have undergone treatment so that all of the Property is suitable for transfer and commercial/industrial or agricultural reuse. Because the Property is listed on the NPL, it is subject to the Riverbank Army Ammunition Plant Federal Facility Agreement (FFA) dated April 5, 1990. For so long as the Property remains subject to the FFA, the Purchaser, its successors and assigns agree that they will not interfere with United States Department of the Army activities required by the FFA. In addition, should any conflict arise between the FFA, and any amendment thereto, and deed provisions, the FFA provisions will take precedence. The Government assumes no liability to the Purchaser, its successors and assigns, should implementation of the FFA interfere with their use of the Property.

As included in the FOST, Exhibit "B" provides description of the property and notice of the hazardous substances that were stored, released or disposed of on the Sale Parcels. All necessary response actions have been complete as required under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Section 120(h)(3)(A), and the deed(s) will include the CERCLA Section 120(h)(3)(A)(ii) and (B) covenant.

The Quitclaim Deed for the Sale Parcels will be subject to easements reserved for utilities, access and monitoring wells, and the following land use controls:

- Residential use restriction
- Groundwater restriction
- Notice of Groundwater Monitoring Wells

The sample Deeds and Environmental Protection Provisions (EPPs) included within this package are sample language and additional or different deed provisions or EPPs may apply to the Property.

3. ENVIRONMENTAL DOCUMENTS

Bidders are encouraged to review the environmental documents before making a bid.

The following environmental documents are available for download at RealEstateSales.gov and propertydisposal.gsa.gov; and available for review during the Inspection Opportunities identified herein:

- The Findings of Suitability to Transfer (FOSTs)
- Riverbank Army Ammunition Plant Federal Facility Agreement (FFA)

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

RIVERBANK PARCELS

IFB #: SFRAN918168101/02

REGISTRATION DEPOSIT:

Parcels 2 & 2A \$ 5,000.00 SFRAN918168101

Parcel 4 \$ 5,000.00 SFRAN918168102

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)

By Credit/Debit Card: _____ Exp: ___/___ CSC/CVC _____
 Visa MasterCard Debit
 Discover American Express

Name of Bidder as it appears on credit card _____

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. SFRAN918168101/02 including the Property Description, Terms of Sale, Instructions to Bidders, Environmental Notices, Bidder Registration and Bid Form For Purchase of Government Real Property, Exhibits, Buyer's Broker Participation Registration Form, 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. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. 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. GSA Real Property Utilization and Disposal (9PZ)
50 United Nations Plaza, 4th FL, Rm 4345, Mail Box 9, San Francisco, CA 94102
ATTN: Thuy Ta
Phone:(415) 522-3603

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Paragraph 13 - Bid Executed On Behalf Of Bidder for instructions)

**RIVERBANK PARCELS
Riverbank, CA 95357**

**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)

BUYER'S BROKER PARTICIPATION REGISTRATION FORM

RIVERBANK PARCELS
IFB Number SFRAN918168101/02

Enter Client's RealEsatateSales.gov User ID Here

BROKER/AGENT: _____
COMPANY NAME: _____
COMPANY ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
AGENT LICENSE #: _____ BROKER NUMBER LIC. #: _____
TAX IDENTIFICATION NUMBER: _____
OFFICE PHONE: _____ FAX: _____
MOBILE PHONE: _____

Client (Buyer/Bidder) Information

CLIENT _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
HOME PH: _____ OFFICE PH: _____ MOBILE PH: _____

Broker and Client Certification

The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:

1. The broker will not claim any exceptions to the procedures outlined in the IFB No. SFRAN918168101/02 and any associated amendments to the IFB.
2. Only written registration will qualify broker for a "finder's fee".
3. The broker will hold harmless and indemnify the Government from any and all claims with regard to such commission.
4. The broker will be paid a "finder's fee" consisting of four percent (4%) of the accepted sale price. The fee will only be considered earned upon closing and paid through Escrow.
5. The broker may not receive a "finder's fee" without a "Buyer Representation Agreement" or other such agreement with the Bidder. The Government will require full payment of the bid amount if the signature of the buyer/bidder on the Buyer's Broker Participation Registration Form is missing.
6. The broker cannot participate in the auction and receive any commission in conjunction with any other co-brokerage or referral agreement between the Government and broker.
7. The broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as his or her agent.
8. The broker is not a subagent of Government, has no agreement(s) with the Government, and represents his or her client (buyer/bidder) as an agent.

The broker's client (buyer/bidder), by placing his/her signature below, certifies, agrees, and acknowledges that:

1. He or she has read, understood and complied with the terms stated in the IFB No. SFRAN918168101/02 and any associated amendments to the IFB.
2. He or she shall hold harmless and indemnify the Government from any and all representations made by the buyer's broker.
3. Commission shall be paid only to broker representing client (buyer/bidder) as shown on this form.
4. Commission is prohibited if the buyer is a real estate broker, agent, or salesperson, or is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the buyer as an agent.

BUYER/BIDDER SIGNATURE: _____

DATE: _____

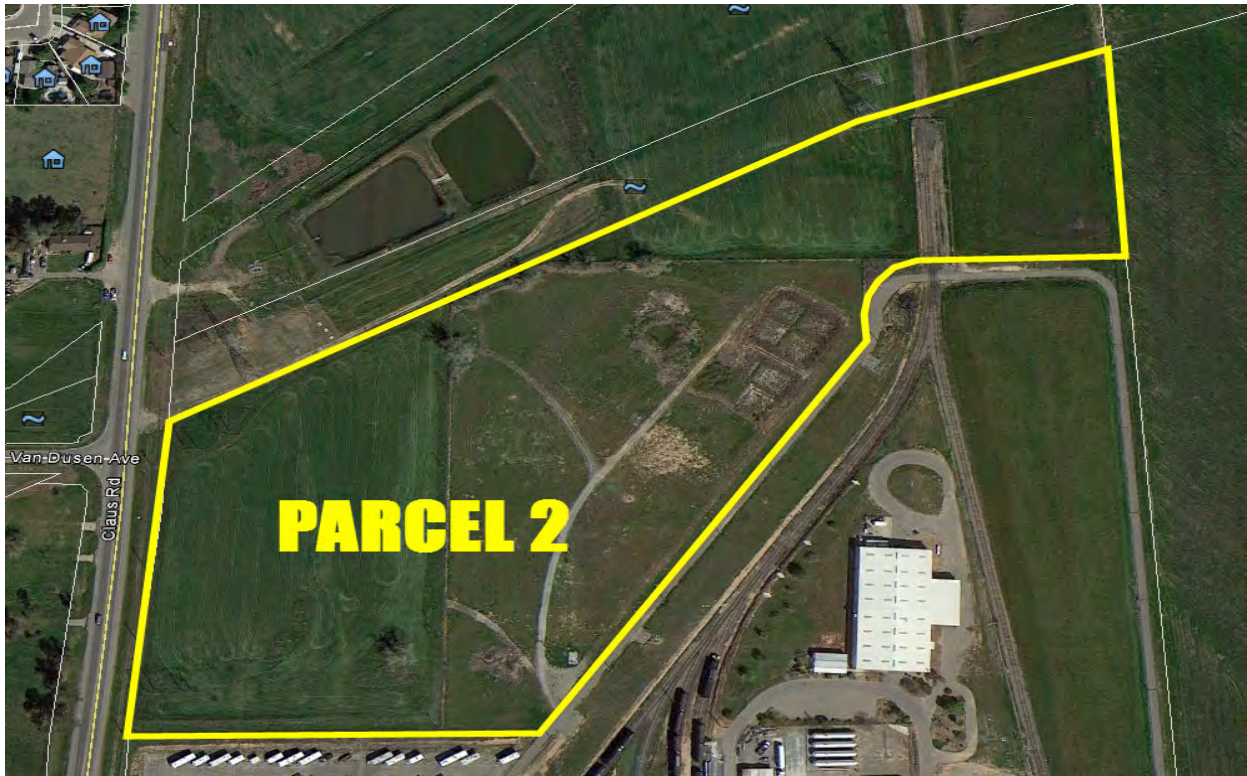
BROKER/AGENT SIGNATURE: _____

DATE: _____

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A: RIVERBANK PARCEL SUMMARIES

PARCEL 2



Disclaimer: This aerial image is a representation and it intended for general reference.

LOCATION:	Approximately one-half mile south of Kentucky Avenue, along the east side of Claus Road, Riverbank, Stanislaus County, California.
DIMENSIONS:	For Legal Descriptions, see Exhibit F: Sample Quitclaim Deed – Parcels 2 and 2A starting on page 72.
AREA:	18.30 acres (Gross)
IMPROVEMENTS:	There are no buildings. However the parcel includes a driveway, perimeter fencing, 10 monitoring wells, 50 foot rail road R/W, sewer pipes, a sewer lift station, and power lines.
ASSESSOR PARCEL NUMBER:	Portion of 062-31-05. The Property has not been subdivided. The APN number provides a reference. Individual sale parcels have not been assigned an APN.
ZONING:	M-1, Light Industrial, City of Riverbank

CURRENT USE: Parcel 2 is currently being used under a lease to the Riverbank Local Redevelopment Agency. The lease will terminate upon conveyance of Parcel 2 to buyer.

SITE ACCESS: Permanent access to the site will not be provided through the plant site. However, temporary access to the site will be provided through the plant site via a 12-month license. See Exhibit D: Sample Temporary Access License starting on page 37. Parcel 2 may also be accessible from Claus Road. The topography is reasonable level and grade with Claus Road.

MONITORING WELLS EASEMENT: An access easement will be reserved by the U.S Army for ten monitoring wells on Parcel 2. See Exhibit B: Notices and Covenants starting on page 29; and Exhibit C: Monitoring Wells Locations on page 35.

SEWER LIFT STATION EASEMENT: The sewer lift station located in the Southeast corner of the Parcel 2, provides RLRA main plants connection to City lines through a 12-inch main. An easement for this system including the line has been issued to the RLRA. The "lift station" is appurtenant to the sewer system located on lands intended for conveyance to the RLRA under the Economic Development Conveyances Authority.

UTILITIES EASEMENT: A utilities easement has been reserved for 12-inch raw sewer line, 21-inch sewer pipeline, 36-inch buried storm drain, 6-inch buried forced sewer drain, overhead electrical power line, and high voltage power line poles on Parcel 2. See Exhibit E: Easement for Utilities on page 43.

RAIL ROAD EASEMENT: 50 foot rail road R/W easement will be reserved in the Deed. See Exhibit F: Sample Quitclaim Deed – Parcels 2 and 2A starting on page 72, for ingress and egress over, and use of, the said railroad track and related facilities by the City of Riverbank and the grantees or its invitees.

WATER AND SEWER: Water and sewer are available at Claus Road. A lift station, currently operated by RLRA is located on Parcel 2, which serves former RBAAP is not included in the sale.

ELECTRIC: Electric service is available at Claus Road.

ENVIRONMENTAL CONDITION: See Exhibit B: Notices and Covenants starting on page 29.

LAND USE RESTRICTIONS: See Exhibit F: Sample Quitclaim Deed – Parcels 2 and 2A starting on page 72.

PARCEL 2A



Disclaimer: This aerial image is a representation and it intended for general reference.

- LOCATION:** Approximately one-half mile south of Kentucky Avenue, along the east side of Claus Road, Riverbank, Stanislaus County, California.
- DIMENSIONS:** For Legal Descriptions, see Exhibit F: Sample Quitclaim Deed – Parcels 2 and 2A starting on page 72.
- AREA:** 3.30 acres (Gross)
- IMPROVEMENTS:** There are no buildings. However, the parcel includes three monitoring wells and two extraction wells, asphalt paving, perimeter fencing and RV dump stations.
- ASSESSOR PARCEL NUMBER:** Part of 062-31-05. The Property has not been subdivided. The APN number provides a reference. Individual sale parcels have not been assigned an APN.
- ZONING:** M-1, Light Industrial, City of Riverbank

CURRENT USE: The parcel is currently leased to RLRA, who has subleased the site for recreational vehicle storage. The lease will terminate upon conveyance of Parcel 2A to buyer. Buyer may request personal property removal notice by the Government upon acceptance of the bid.

SITE ACCESS: Permanent access to the site will not be provided through the plant site. However, a 12-month license for temporary access across the Main Plant parcel will be issued to the grantee. See Exhibit D: Sample Temporary Access License starting on Page 37. Parcel 2A may also be accessible from Claus Road. The frontage of the Parcel lies approximately 4 to 6 feet below grade of Claus Road and adjoining northerly property.

MONITORING WELLS EASEMENT: An access easement will be reserved by the U.S Army for three monitoring wells and two extraction wells on Parcel 2A. See Exhibit B: Notices and Covenants starting on page 29; and Exhibit C: Monitoring Wells Locations on page 35.

UTILITIES EASEMENT: A utilities easement has been reserved for 12-inch raw sewer line, on Parcel 2A. See Exhibit E: Easement for Utilities starting on page 43.

WATER AND SEWER: Water and sewer are available at Claus Road.

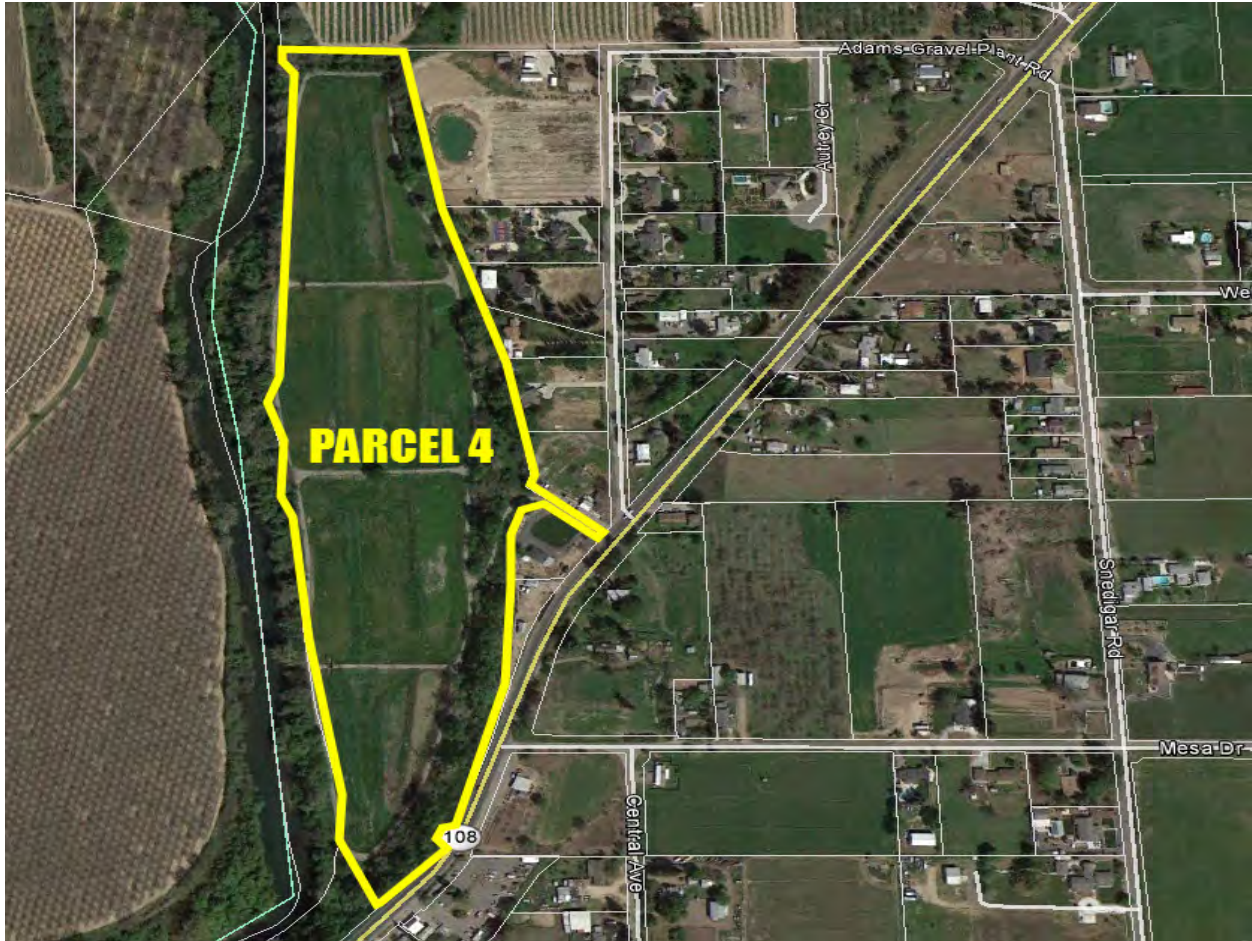
ELECTRIC: Electric service is available at Claus Road.

ENVIRONMENTAL CONDITION: See Exhibit B: Notices and Covenants starting on page 29.

LAND USE RESTRICTIONS: See Exhibit F: Sample Quitclaim Deed – Parcels 2 and 2A starting on page 72.

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PARCEL 4



Disclaimer: This aerial image is a representation and it intended for general reference.

LOCATION:	Approximately northwest of Highway 108 and Adams Gravel Plant Road, Oakdale, Stanislaus County, California.
DIMENSIONS:	For Legal Descriptions, see Exhibit G: Sample Quitclaim Deed – Parcel 4 starting on page 89.
AREA:	28.989 acres (Gross)
IMPROVEMENTS:	There are no buildings. The Parcel includes five monitoring wells, a perimeter driveway, earthen levees and water flow valves.
ASSESSOR PARCEL NUMBER:	062-080-08
ZONING:	A-2-40, General Agriculture, Stanislaus County, CA

CURRENT USE: Parcel 4 is currently being used as evaporation and percolation ponds for recycle (clean water treated per State of CA standards) from the ground water treatment plant at RBAAP, located approximately 1.5 miles to the south, connected by a force main and 21-inch gravity fed vitreous clay pipe.

SITE ACCESS: Access to the site is provided through the Adams Gravel Plant Road. The entrance to the site can be found at 37.741379° latitude and -120.917985° longitude.

MONITORING WELLS EASEMENT: An access easement will be reserved by the U.S Army for five monitoring wells on Parcel 4. See Exhibit B: Notices and Covenants starting on page 29; and Exhibit C: Monitoring Wells Locations on page 35.

FLOWAGE EASEMENT: For flowage easement, the land is described in the Exhibit G: Sample Quitclaim Deed – Parcel 4 starting on page 89. An easement to (transfer to and deposit onto the property uncontaminated/clean water for evaporation and ground percolation) overflow, flood and submerge the land. The U.S Army shall terminate easement within 3 years of completion of off-site clean water transfer requirement.

WATER AND SEWER: Water and sewer are available to the site. Bidders are urged to contact and confirm with the local utility providers.

ELECTRIC: Bidders are urged to contact and confirm with the local utility providers.

ENVIRONMENTAL CONDITION: See Exhibit B: Notices and Covenants starting on page 29.

LAND USE RESTRICTIONS: See Exhibit G: Sample Quitclaim Deed – Parcel 4 starting on page 89.

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EXHIBIT B: NOTICES AND COVENANTS

CERCLA NOTICE, COVENANT, AND ACCESS PROVISIONS AND OTHER DEED PROVISIONS

The following CERCLA Notice, Covenant, and Access Provisions, along with the Other Deed Provisions, will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

1. CERCLA NOTICE

Property Covered by Access Rights and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)):

For the Property, the Grantor provides the following notice, description, and covenants and retains the following access rights:

A. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time which substances were stored, released, or disposed of, as defined in Section 120(h) is provided in Exhibit __, attached hereto and made a part hereof.

B. Description of Remedial Action Taken, If Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in Exhibit __, attached hereto and made a part hereof.

C. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(ii) and (B)), the United States warrants that –

A. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of this deed, and

B. Any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to

meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

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

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

2. "AS IS"

A. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance of deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other condition on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this "As Is" provision will be construed to modify or negate the Grantor's obligation under the Covenant pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)) or any other statutory obligations.

3. HOLD HARMLESS

A. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the Covenant pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)) or any other statutory obligations.

4. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If an actual or threatened release of a hazardous substance is discovered on the Property after the date of conveyance herein, Grantee, its successors or assigns, shall be responsible for such release or threatened release of such newly discovered hazardous substance unless the Grantee, its successors or assigns, is able to demonstrate that such release or threatened release of a hazardous substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee or its successors or assigns believe the newly discovered hazardous substance is due to the Grantor's activities, use or ownership of the Property, the Grantee or its successors or assigns shall immediately secure the site and notify the Grantor of the existence of the hazardous substances, and the Grantee or its successors or assigns shall not further disturb or allow the disturbance of such hazardous substance without the prior written permission of the Grantor.

B. The Grantee, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, hereby releases the Grantor from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the Property occurring after the date of conveyance, where such hazardous substance was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents, contractors or any other person other than the Grantor, after the date of the conveyance herein. This Post-Transfer Discovery of Contamination provision shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's obligations under the "Covenant Pursuant to Section 120(h)(3)(A)(ii) and B of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))." .

5. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions for Parcel 2 can be found in Exhibit F on page 83, for Parcel 2A in Exhibit F on page 85 and for Parcel 4 in Exhibit G on page 101, which are attached hereto and made a part hereof. The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

TABLE 1 – ENVIRONMENTAL CONDITION OF PROPERTY

Transfer Parcel ¹	Area Name	ECP Study Section	ECP Category	Remedial Actions
2	AOC 5, Former Windrowed Area	42	3	The Former Windrowed Area is a location used to store and burn brush collected from other areas of the plant. There is no evidence of releases or spills in this area. In a letter dated June 5, 1996, DTSC concurred with the Army's position (as detailed in the April 15, 1996, Revision 2 of the RFI Phase 1 Work Plan) that no further action was required for this AOC (CH2MHILL, 2002).
2	North Utilities	2004	3	Chromium and cyanide have been detected in monitoring wells located in this area but concentrations are below Maximum Contaminant Levels. Based on historical analytical results, these wells are no longer included in the groundwater monitoring program. These wells are not associated with the groundwater treatment plant at RBAAP.
2	RBAAAP-04/SWMU12, IWTP Effluent Sewer Line Break	4, 24	3	An unknown amount of treated wastewater leaked from the pipe. Subsequent sampling of the soil in the vicinity of the line break identified no contamination. No further action required per 1994 Record of Decision (ROD). A break in the effluent sewer line that runs from the IWTP to the E/P Ponds occurred in 1972. Sampling conducted during the RI did not indicate elevated levels of inorganic constituents. The 1994 ROD concluded that remedial action was not warranted. DTSC concurred that no further action was required for this site, as detailed in the original October 30, 1995, version of the RFI Phase 1 Work Plan.
2	Sanitary Wastewater Settling Ponds/Sludge Beds (RBAAAP-10/SWMU 22)	10, 34	3	Sampling was conducted at the settling ponds /sewage beds in August 1991 under the RI addendum (Weston, 1992b). This investigation concluded that the settling ponds/sludge beds did not contain chromium or cyanide above background levels. The sitewide ROD (USAEC, 1994), concurred with by EPA Region 9, DTSC, and the Regional Water Quality Control Board, documented no further action for this site.

TABLE 1 – ENVIRONMENTAL CONDITION OF PROPERTY

Transfer Parcel ¹	Area Name	ECP Study Section	ECP Category	Remedial Actions
2	Building 42, Sewage Disposal Plant	1042	3	Chromium and cyanide have been detected in monitoring wells located in this area but concentrations are below Maximum Contaminant Levels. These wells are not associated with the groundwater treatment plant at RBAAP.
2	West Open Storage	2010	3	Chromium and cyanide have been detected in monitoring wells located in this area but concentrations are below Maximum Contaminant Levels. Based on historical analytical results, these wells are no longer included in the groundwater monitoring program. These wells are not associated with the groundwater treatment plant at RBAAP.
2	North Railroad Area	2001	1	None.
2	Open Area	2000	1	None.
2	Open Area	2000	3	None. Category 3 based on groundwater contamination currently present but below MCLs.
2a	Open Space	NA	3	None. Category 3 based on groundwater contamination currently present but below MCLs for chromium and cyanide.
4	Percolation/Evaporation Ponds (E/P Ponds) (RBAAP-11/SWMU 23)	1129, & 2024	4	The E/P Ponds occupy 28.8 acres on the banks of the Stanislaus River approximately 1.5 miles north of the main installation. The E/P Ponds were constructed in 1952 for the disposal of treated effluent generated at the RBAAP. Based on the RI findings, a removal action was completed in 1993 to address zinc-contaminated soil. The ROD documented this removal action and concluded that no further action was necessary at the ponds (USAEC, 1994). RBAAP continues to use the E/P Ponds for discharge of treated water. This discharge is regulated under Waste Discharge Requirements (WDRs) issued by the Central Valley Water Board. The WDRs require ongoing groundwater monitoring at the E/P Ponds. This site was investigated for PCBs in the Galbestos investigation. None of the sediment samples in the E/P ponds contained PCBs exceeding the TSCA criteria (USACE, 2011).

TABLE 1 – ENVIRONMENTAL CONDITION OF PROPERTY

Notes:

- 1 Although Parcel 2 does contain some ECP Category 1 property, the transfer parcel has been assigned one overall ECP category for the entire parcel (Category 3).

ECP Categories:

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

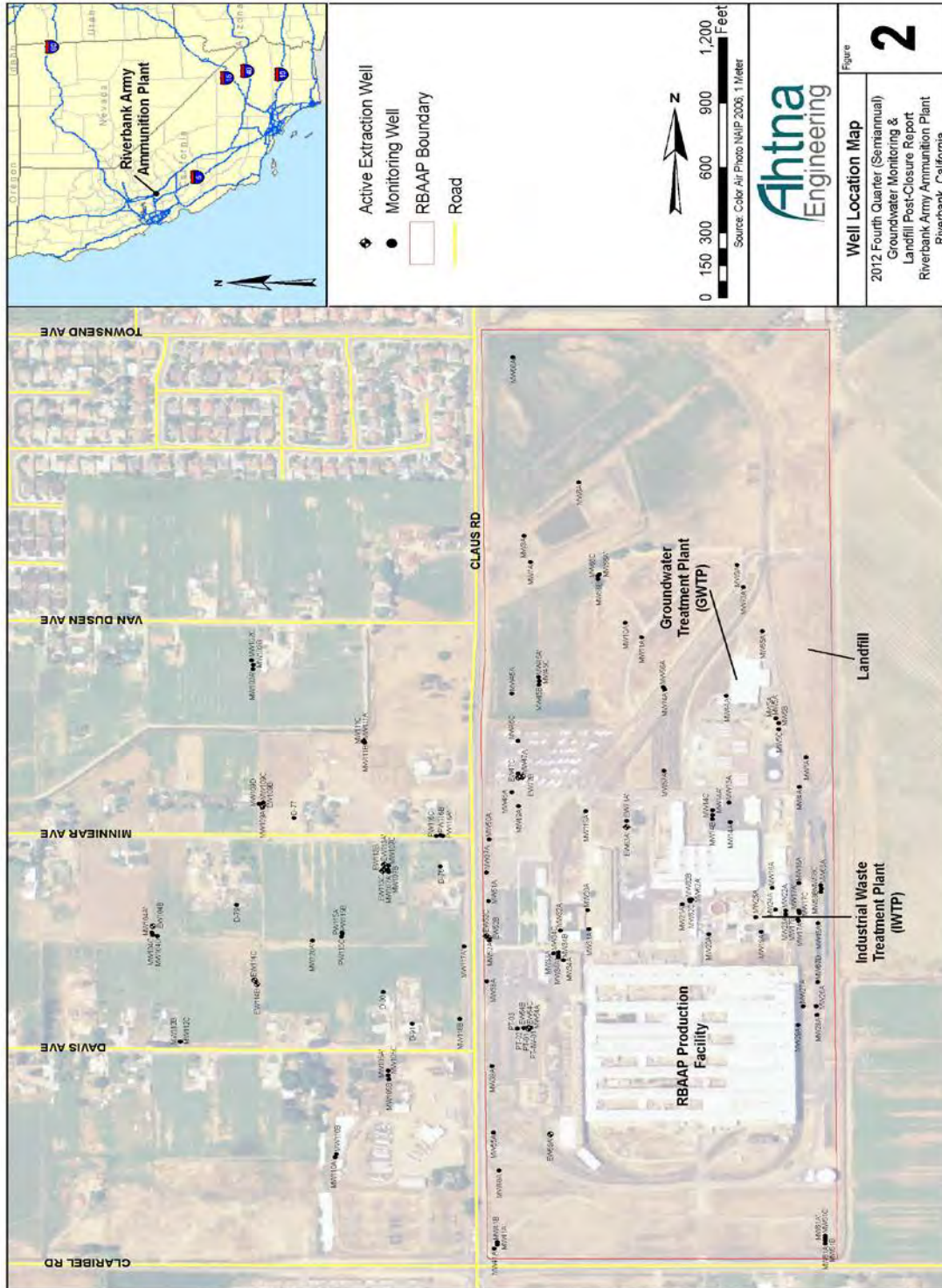
Category 5: Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are underway, but all required remedial actions that have not yet been taken.

Category 6: Areas where release, disposal, and/or migration of hazardous substances has occurred, but where required actions have not yet been implemented.

Category 7: Areas that are not evaluated or that require additional evaluation.

EXHIBIT C: MAP OF MONITORING WELLS LOCATIONS

PARCEL 2 and 2A: Monitoring wells locations



PARCEL 4 - MONITORING WELLS LOCATIONS

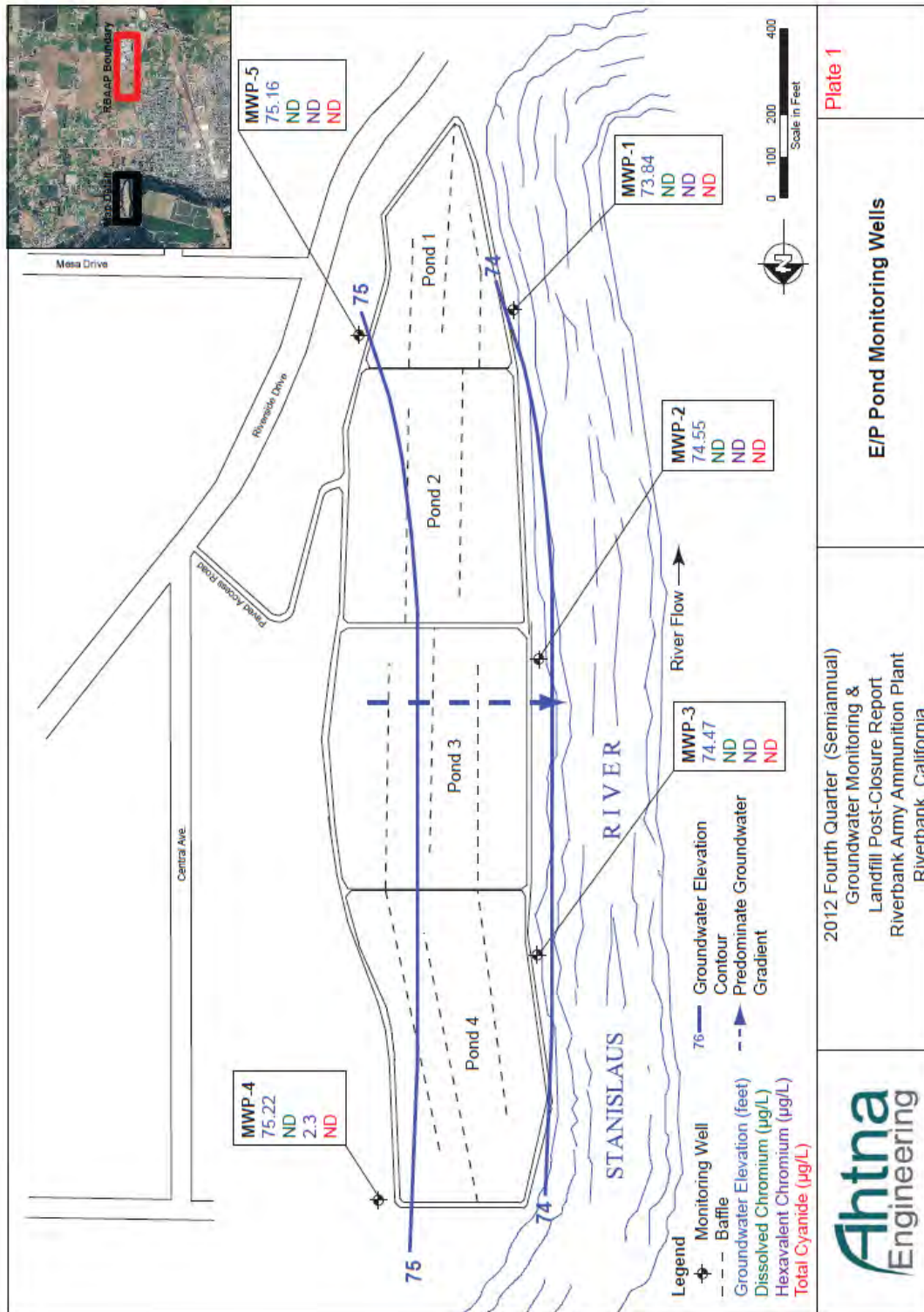


Plate 1
E/P Pond Monitoring Wells
2012 Fourth Quarter (Semiannual) Groundwater Monitoring & Landfill Post-Closure Report Riverbank Army Ammunition Plant Riverbank, California

EXHIBIT D: Sample Temporary Access License

License No.
RBAAP, CA

**DEPARTMENT OF THE ARMY LICENSE
RIVERBANK ARMY AMMUNITION PLANT (RBAAP)
RIVERBANK, CALIFORNIA**

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under authority of the general administrative powers of the Secretary, hereby grants to the _____ referred to as the grantee, a license to enter upon the premises to access parcel 2/2a property, as identified in red on Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

1. TERM

Said license is granted for a period of twelve (12) months, beginning upon the execution hereof on behalf of the United States and ending twelve (12) months from the date of execution, or the permitting and construction of access to the premises from Claus Road, whichever occurs first, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license shall be the operation and maintenance of the premises for the benefit of the general public in accordance with the conditions hereinafter set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, _____; and if to the United States, to the District Engineer, U.S. Army Engineer District, Sacramento, Attention: Chief, Real Estate Division, 1325 J Street, Sacramento, California 95814-2922; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer" or "said Officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Sacramento District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county, and municipal laws, ordinances, and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises;
- c. subject to other outgrants of the United States on the premises; and
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The grantee shall pay the cost, if any, as determined by the District Engineer's staff having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer or, at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee agrees to defend, indemnify and hold harmless the United States of America, its officers, agents, and employees from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to the District Engineer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of the District Engineer, the property shall either become the property of the United States without compensation therefor, or the District Engineer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum, which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons or exclude them from

**License No.
RBAAP, CA**

participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee shall comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

14. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify the District Engineer and protect the site and the material from further disturbance until the District Engineer gives clearance to proceed.

**License No.
RBAAP, CA**

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license that may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities that involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

18. GATE OPERATION

The access gate located along Claus Road shall remain closed when not in active use for access to parcel 2/2a. The grantee is responsible to maintain and monitor the gate operation. Failure to operate the gate in accordance with this provision could result in revocation of this license.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this ____ day of _____, 20 ____.

By: _____

THIS LICENSE is also executed by the grantee this ____ day of _____, 20 ____.

Signature

Printed Name

EXHIBIT "A"

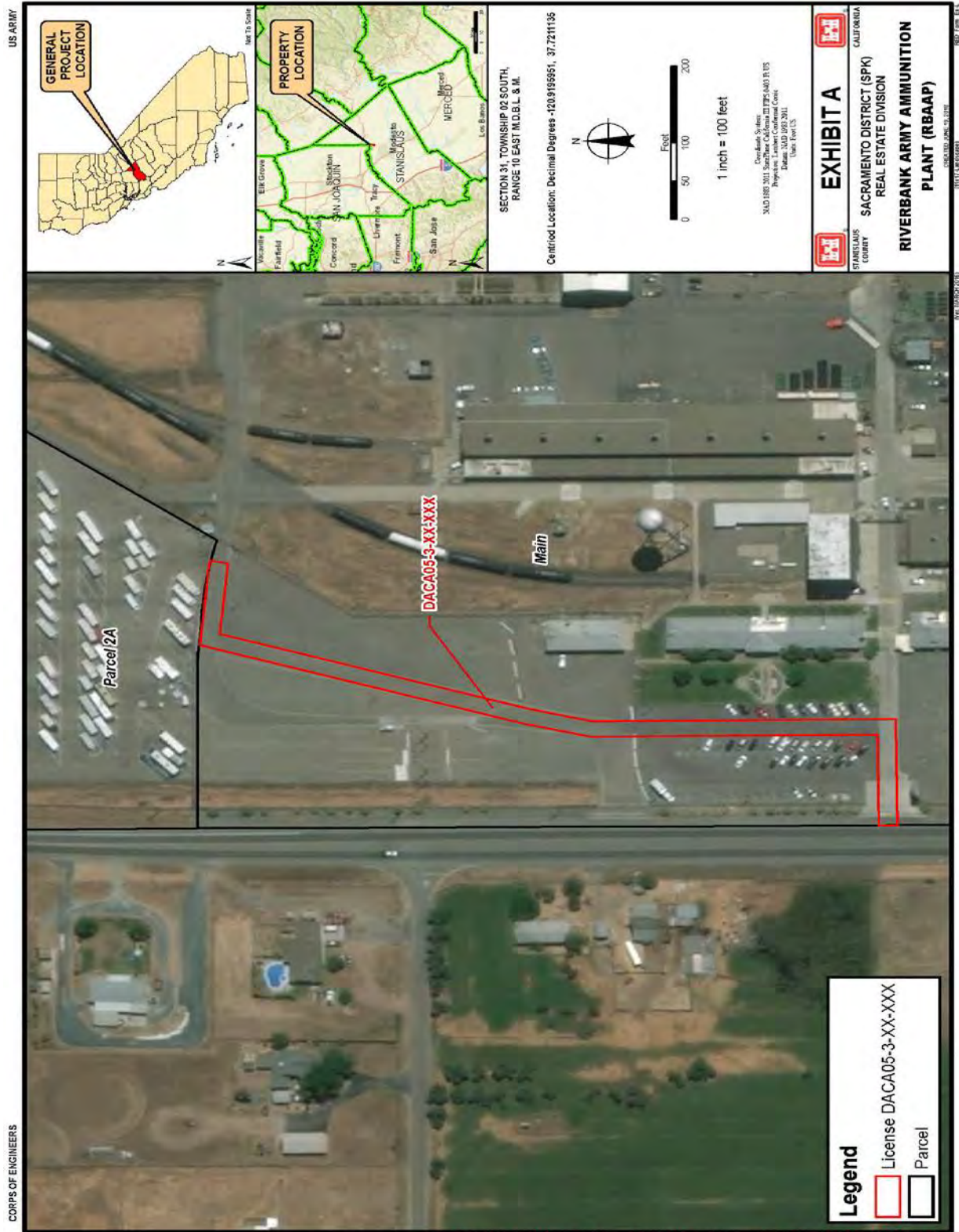


EXHIBIT E: Easement for Utilities

RECORDING REQUESTED BY:
Chicago Title Company
Order No.: FSST-5111702253

When Recorded Mail Document To:

GEORGE R. SCHLOSSBERG, ESQ.
KUTAK ROCK LLP
1625 EYE STREET, NW
SUITE 800
WASHINGTON, DC 20006

We certify that this is a true and correct copy
of the original document as the same appears
in the office of the County Recorder of said
County, State of California.

Recorded 2-13-2017

As Serial No. 2017-0091983

CHICAGO TITLE COMPANY
By: Karla Sam-Lin

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEPARTMENT OF THE ARMY
EASEMENT FOR UTILITIES
LOCATED ON RIVERBANK ARMY AMMUNITION PLANT
STANISLAUS COUNTY, CALIFORNIA

This transfer is exempt from the documentary transfer tax.

California Revenue and Taxation Code 11922— Governmental agency acquiring title.

Any deed, instrument or writing to which the United States or any agency or instrumentality thereof, any state or territory, or political subdivision thereof, is a party shall be exempt from any tax imposed pursuant to this part when the exempt agency is acquiring title.

The documentary transfer tax is \$0.00 and is computed on:
 the full value of the interest or property conveyed.
 the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in an Unincorporated Area

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

Recording Document Cover Page
SCA0000079.doc / Updated: 09.30.15

Page 1

Printed: 10.20.16 @ 12:39 PM
CA—FSST-TO15002288

CITY OF RIVERBANK
OFFICIAL BUSINESS
REQUEST DOCUMENT TO BE RECORDED
AND EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE 6103

Recording requested by and
when recorded mail to:

GEORGE R. SCHLOSSBERG, ESQ.
KUTAK ROCK LLP
1625 "EYE" STREET, NW STE 800
WASHINGTON DC 20006

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NO. DACA05-2-18-501

**DEPARTMENT OF THE ARMY
EASEMENT FOR UTILITIES
LOCATED ON RIVERBANK ARMY AMMUNITION PLANT
STANISLAUS COUNTY, CALIFORNIA**

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 43, United States Code, Section 961, and Title 10, United States Code, Section 2668, having found that the granting of this easement is not incompatible with the public interest, hereby grants to the City of Riverbank, hereinafter referred to as the grantee, an easement for electrical power lines and poles, water lines and sewer/storm lines, hereinafter referred to as the facilities, together with necessary access over, across, in and upon those described easement lands of the United States as identified in Exhibit "A" and Exhibits "A-1" through "A-6", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted for a term of for a term of twenty-five (25) years, beginning upon the date last signed.

2. CONSIDERATION

The consideration for this easement shall be the improvement, operation, protection, and maintenance of the premises in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to City of Riverbank, 6707 Third Street, Riverbank, California 95367 and, if to the United States, to the District Engineer, Sacramento District, Corps of Engineers, Attention: Chief, Real Estate Division, 1325 J Street, Sacramento, California 95814, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Sacramento District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located, including but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCBs).

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

19. ENVIRONMENTAL CONDITION OF PROPERTY

A Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit "B". Upon expiration, revocation or termination of this easement, another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on **RESTORATION**.

20. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

22. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER


This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C § 403), Section 404 of the clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

-----NO CONDITIONS FOLLOW-----

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 17th day of October 2017.



By: 
Brenda M. Johnson-Turner
Director of Real Estate
Headquarters, U.S. Army Corps of Engineers

ACKNOWLEDGMENT

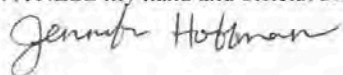
State of California)
County of Stanislaus)

On OCT 17, 2017 before me, Jennifer Hoffman, Notary
(insert name and title of the officer)

personally appeared Brenda M. Johnson-Turner,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





DACA05-2-18-501
Riverbank Army Ammunition Plant, California
City of Riverbank

THIS EASEMENT is hereby executed by the Grantee, this 17th day of October 2017.



By: Richard O'Brien
Richard O'Brien
Mayor, City of Riverbank

ACKNOWLEDGMENT

State of California)
County of Stanislaus)

On OCT 17, 2017 before me, Jennifer Hoffman, Notary
(insert name and title of the officer)

personally appeared Richard O'Brien,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer Hoffman



12 INCH RAW SEWER LINE.

Located in Section 31 of Township 2 South, Range 10 East of the Mount Diablo Baseline and Meridian of Public Land Survey System.

COMMENCING from a Brass Survey Monument labeled as "HS4637" located at the intersection of Claus Road and Patterson Road (-120.92217, 37.73265 NAD83) thence South 07-14-03 East, 5321.85 feet to said easement, being the POINT OF BEGINNING and center point for a 12 inch buried Raw Sewer Pipeline easement having the bearings and distances as follows:

From the POINT OF BEGINNING (-120.919766, 37.718160, NAD 83): approximately 138.50 feet from the Southern corner of Parcel 2 and Northeast corner of parcel 2A, thence beginning in Parcel 2: Thence the following courses:

- 1) Thence North 90-0-0 East, 2.0 feet,
- 2) Thence South 0-5-6 East, 123.5 feet,
- 3) Thence South 34-56-0 West, 316.0 feet,
- 4) Thence North 57-0-36 West, 40.0 feet,
- 5) Thence South 89-23-39 West, 242.0 feet,
- 6) Thence North 0-27-4 West, 4.0 feet,
- 7) Thence North 89-23-41 East, 243.5 feet,
- 8) Thence South 57-0-1 East, 40.0 feet,
- 9) Thence North 34-55-59 East, 312.0 feet,
- 10) Thence North 0-5-7 West, 123.0 feet to the Point of Beginning.

Containing approximately 0.46 Acres.

Exhibit "A-1"

21 INCH SEWER PIPE LINE.

Located in Section 31 of Township 2 South, Range 10 East of the Mount Diablo Baseline and Meridian of Public Land Survey System.

COMMENCING from a Brass Survey Monument labeled as "HS4637" located at the intersection of Claus Road and Patterson Road (-120.92217, 37.73265 NAD83) thence South 17-39-09 East, 4451.64 feet to start of said easement, being the POINT OF BEGINNING for a 21 inch Sewer Pipeline easement contains the following bearings and distances as follows:

From the TRUE POINT OF BEGINNING (-120.961349, 37.978033, NAD 83): on the North Easterly boundary line of said Parcel 2, being the North westerly corner of the 21' sewer pipeline easement thence the following courses:

- 1) North 70-22-3 East, 12.0 feet,
- 2) Thence South 0-29-33 East, 256.0 feet;
- 3) Thence South 26-40-59 West, 117.00 feet;
- 4) Thence South 89-43-49 West, 12.0 feet;
- 5) Thence North 26-38-45 East, 120.00 feet
- 6) Thence North 0-37-05 West, 250.0 feet; to the TRUE POINT OF BEGINNING.

Approximately +/- 0.10 Acres.

Exhibit "A-2"

36 inch BURIED STORM DRAIN.

Located in Section 31 of Township 2 South, Range 10 East of the Mount Diablo Baseline and Meridian of Public Land Survey System.

COMMENCING from a Brass Survey Monument labeled as "HS4637" located at the intersection of Claus Road and Patterson Road (-120.92217, 37.73265 NAD83) thence South 03-10-44 East, 4809.97 feet Northerly of said easement, being the POINT OF BEGINNING for a buried 36" storm water drainage pipeline easement containing the following bearing and distances as follows:

From the POINT OF BEGINNING (-120.919847, 37.717805 NAD 83): the Northerly boundary of Parcel 2A and the Northeasterly point of the said easement, thence the following course:

- 1) North 12-35-40 West, 896.40 feet,
- 2) Thence N60-40-10.7 East, 8.0 feet,
- 3) Thence South 12-35-43.2 East, 899.60 feet,
- 4) Thence South 34-46-49.2 West, 8.00 feet, to the POINT OF BEGINNING

Approximately +/- 0.14 Acres.

Exhibit "A-3"

6 INCH BURIED FORCED SEWER DRAIN.

Located in Section 31 of Township 2 South, Range 10 East of the Mount Diablo Baseline and Meridian of Public Land Survey System.

COMMENCING from a Brass Survey Monument labeled as "HS4637" located at the intersection of Claus Road and Patterson Road (-120.92217, 37.73265 NAD83) thence South 0-32-26.7 East, 4967.45 feet to said easement located at the Easterly boundary of Parcel 2, and being the POINT OF BEGINNING for a 6 inch buried forced sewer drain pipeline easement containing the following bearings and distances as follows:

From the POINT OF BEGINNING (-120.919766, 37.718160, NAD 83): approximately 40.80 feet from the Northwestern corner of Parcel 2 thence the following courses:

- 1) South 89-37-55.6, 2.27 feet,
- 2) Thence South 63-27-9 East, 675.54 feet,
- 3) Thence South 59-7-2.3 East, 19.45 feet,
- 4) Thence South 0-2-18.1 East, 3.54 feet,
- 5) Thence North 59-0-29 West, 21.0 feet,
- 6) Thence North 63-27-9.9 West, 674.8 feet
- 7) Thence North 89-34-21.6 West, 1.5 feet
- 8) Thence North 0-37-59.4 West, 3.0 feet

Approximately +/- 0.048 Acres,

Exhibit "A-4"

OVERHEAD ELECTRICAL POWERLINE TO STORM DRAIN LIFT STATION #127.

Located in Section 31 of Township 2 South, Range 10 East of the Mount Diablo Baseline and Meridian of Public Land Survey System.

COMMENCING from a Brass Survey Monument labeled as "HS4637" located at the intersection of Claus Road and Patterson Road (-120.92217, 37.73265 NAD83) thence South 04-49-18 East, 4745.87 feet to the Southerly beginning of said easement along the Northeasterly boundary of Parcel 2, being the POINT OF BEGINNING for an Overhead Electrical Powerline easement containing the following bearings and distances as follows:

From the TRUE POINT OF BEGINNING (-120.919847, 37.717805 NAD 83): the Northeasterly corner of Parcel 2A, thence the following courses across Parcel 2:

- 1) South 57-3-42.0 East, 113.55 feet,
- 2) Thence South 0-46-52.0 East, 614.00 feet,
- 3) Thence North 89-23-1.4 East, 147.12 feet,
- 4) Thence South 34-32-31.0 West, 12.0 feet,
- 5) Thence South 89-24-40.1 West, 150.14 feet,
- 6) Thence North 0-46-43.5 West, 618.62 feet,
- 7) Thence North 57-3-43.3 West, 113.46 feet,
- 8) Thence North 60-38-57.3 East 12.0 feet to the POINT OF BEGINNING.

Approximately +/- 0.20 Acres.

Exhibit "A-5"

HIGH VOLTAGE DISTRIBUTION POWER POLES,

Located in Section 31 of Township 2 South, Range 10 East of the Mount Diablo Baseline and Meridian of Public Land Survey System.

COMMENCING from a Brass Survey Monument labeled as "HS4637" located at the intersection of Claus Road and Patterson Road (-120.92217, 37.73265 NAD83) thence South 02-41-53 East, 4829.73 feet to said easement, being the Northeastern corner and POINT OF BEGINNING of a line of High Voltage Distribution Power Line and Poles

From the POINT OF BEGINNING are as follow courses:

- 1) South 19-12-19 West, 89.0 feet,
- 2) Thence South 2-46-5.2 West, 435.25 feet,
- 3) Thence South 1-1-18 West, 357.43 feet,
- 4) Thence South 89-42-44 West, 78.34 feet,
- 5) Thence North 0-26-51.4 West, 353.38 feet,
- 6) Thence North 2-59-18 East, 412.0 feet,
- 7) Thence North 16-20-9 East, 63.72 feet,
- 8) Thence North 61-7-30 East, 103.90 feet, to the POINT OF BEGINNING.

Approximately +/- 1.5 Acres.

Exhibit "A-6"

SUBJECT: Environmental Condition of Property (ECP) Update for Riverbank Army Ammunition Plant (RBAAP) Parcels 2, 2a, and 4

I. Introduction

An Environmental Condition of Property (ECP) Update has been performed for Parcels 2, 2a, and 4 at RBAAP (the "Property") in accordance with Army Regulation (AR) 200-1 and applicable American Society for Testing and Materials (ASTM) standards. Under ASTM D 6008-96 (2005), the following components were completed: site reconnaissance, interviews, records review, and the certification by the environmental professional responsible for the assessment.

The RBAAP is located at 5300 Claus Road, Riverbank, Stanislaus County, California, one mile south of the Stanislaus-San Joaquin County border and approximately five miles northeast of the city of Modesto (Figure 1). The RBAAP occupies a total of 168 acres of land and consists of two noncontiguous areas represented by the main plant area (approximately 139.2 acres) and the evaporation/percolation (E/P) ponds (28.8 acres). The E/P Ponds (Parcel 4) is located roughly 1.5 miles north of the main plant area. Parcel 2 is roughly 19.56 acres and Parcel 2a is roughly 3.25 acres, these parcels are located north of the main plant. Parcel 2 is mostly open space. Parcel 2a has been used for storage of Mobile homes and Recreational Vehicles.

The Property is currently leased to the City of Riverbank Local Redevelopment Authority (RCLRA) for industrial/commercial reuse. Upon termination of the lease or portions thereof, Parcels 2, 2a, and the E/P ponds will be sold by public sale.

2. Background

The U.S. Army BRAC 2005 *Environmental Condition of Property Report, Riverbank Army Ammunition Plant, Riverbank, CA* was prepared in November 2006. The purpose of the ECP Report was to characterize the existing environmental conditions at RBAAP. This ECP Report met the requirements of Title 40, Code of Federal Regulations (CFR), Part 373, § 373.1; AR 200-1; and closely paralleled ASTM 6008-96 (2005). This ECP Report was reviewed and found to meet the requirements set forth in 4.6.2 of ASTM D 6008-96 and the narrative discussion and findings of that report that apply to Parcels 2, 2a, and 4 are incorporated by reference into this report as if contained here in its entirety.

The ECP Report classified the study sections of the property into one of seven ECP categories. The Parcel 2, and 2a acreage is classified as Category 3. The Parcel 4 acreage is classified as Category 4.

Since that time, further review and assessment of the property has been conducted. Areas of the facility were investigated further following the ECP Report. A Site Investigation was conducted resulting in the *Final Site Investigation Report, Riverbank Army*

Exhibit "B"

Ammunition Plant, March 2008. The area of Parcels 2 and 2a were further investigated resulting in the *EDC Parcel & Sale Parcels 2 & 2a Soil Investigation Report January 2013*. The EP Ponds were checked for polychlorinated biphenyls (PCBs) as a part of the Galbestos investigation at RBAAP. None of the sediment samples in the E/P ponds contained PCBs exceeding the TSCA criteria. Stained soil was observed along a retaining wall on the east side of the Evaporation Ponds. Soil samples were collected and analyzed for volatile organic compounds (VOCs) and petroleum hydrocarbons. VOCs were not detected in the samples collected. Petroleum hydrocarbons were not detected above applicable screening levels. Additional characterization work was not warranted. This work is summarized in the USACE document *Evaporation/Percolation Pond Soil Sampling Report, October 2011*.

The current ECP categories are shown in Table 1.

3. Site Reconnaissance

On February 18, 2016 Robert Smith, the BRAC Environmental Coordinator for RBAAP, inspected Parcel 2, 2a, and 4 to confirm that the sites are in the same condition as during the 2006 ECP investigation. The use of the Property has not changed since the 2006 ECP Report.

4. Interviews

No interviews were necessary for this ECP Update. The Army maintains a one-person government staff on the installation. The Army staff frequents the property. No known releases of hazardous substances or petroleum, with the exception of the exfoliation of the Galbestos panels, have occurred on the property since the ECP Report and Site Investigation Report were prepared.

5. Records Review

A review of environmental documentation was conducted to support the preparation of transfer documents for the RBAAP. All known records and information associated with the environmental condition of the subject property have been documented in the original ECP Report and the Site Investigation Report.

Groundwater sampling occurs during four events per year - two quarterly, one semi-annual, and one annual. Groundwater sampling results are in the reports issued by Ahnta four times each year.

The records search for RBAAP, conducted by Environmental Data Resources Inc. (EDR), in June 2006, searched for any potential environmental sites of concern located off Army property within corresponding ASTM search radius distances. The EDR report identified five sites located within 1 mile of the main post and the E/P ponds. These sites were characterized as having a low potential to impact the property. The information presented in this report on adjacent properties remains accurate.

A new record search report was conducted by EDR in May 2013 (CD Attached). The

results of this report are consistent with the 2006 data base search. There have been no changes to the site status or the surrounding areas since the 2013 record search report was prepared.

6. Updated Environmental Conditions

The Record of Decision for RBAAP was approved in March 1994. The Army has developed an Explanation of Significant Differences (ESD) to conduct in-situ treatment to address chromium. The Army is also working on the development of an ESD to address institutional controls. Remedial actions to address groundwater contamination at RBAAP will continue until remedial goals have been reached.


7. Conclusion

There were no new environmental conditions at Parcels 2, 2a and 4 at RBAAP. This ECP Update classifies the subject property into one of seven DoD ECP categories as defined by ASTM D 5746-98 (2002). The current ECP categories are provided in Table 1.

8. Certification

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 Code of Federal Regulations 312 and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property.

The 2006 ECP Report was reviewed and found to meet the requirements set forth in §4.6.2 of ASTM D6008-96(2005) and the narrative discussion and findings of the report concerning Parcels 2, 2a, and 4 are incorporated by reference into this ECP Report Update as if contained here in its entirety.



Robert S. Smith
BRAC Environmental Coordinator
Riverbank Army Ammunition Plant

TABLE 1 – ENVIRONMENTAL CONDITION OF PROPERTY

Transfer Parcel ¹	Area Name	ECP Study Section	ECP Category	Remedial Actions
2	AOC 5, Former Windrowed Area	42	3	The Former Windrowed Area is a location used to store and burn brush collected from other areas of the plant. There is no evidence of releases or spills in this area. In a letter dated June 5, 1996, DTSC concurred with the Army's position (as detailed in the April 15, 1996, Revision 2 of the RFI Phase 1 Work Plan) that no further action was required for this AOC (CHEM HILL, 2002).
2	North Utilities	2004	3	Chromium and cyanide have been detected in monitoring wells located in this area but concentrations are below Maximum Contaminant Levels. Based on historical analytical results, these wells are no longer included in the groundwater monitoring program. These wells are not associated with the groundwater treatment plant at RBAAP.
2	RBAAP-04/SWMU12, IWTP Effluent Sewer Line Break	4, 24	3	An unknown amount of treated wastewater leaked from the pipe. Subsequent sampling of the soil in the vicinity of the line break identified no contamination. No further action required per 1994 Record of Decision (ROD). A break in the effluent sewer line that runs from the IWTP to the E/P Ponds occurred in 1972. Sampling conducted during the RI did not indicate elevated levels of inorganic constituents. The 1994 ROD concluded that remedial action was not warranted. DTSC concurred that no further action was required for this site, as detailed in the original October 30, 1995, version of the RFI Phase 1 Work Plan.
2	Sanitary Wastewater Settling Ponds/Sludge Beds (RBAAP-10/SWMU 22)	10, 34	3	Sampling was conducted at the settling ponds /sewage beds in August 1991 under the RI addendum (Weston, 1992b). This investigation concluded that the settling ponds/sludge beds did not contain chromium or cyanide above background levels. The statewide ROD (USAEC, 1994), concurred with by EPA Region 9, DTSC, and the Regional Water Quality Control Board, documented no further action for this site.

Exhibit "B"

TABLE 1 – ENVIRONMENTAL CONDITION OF PROPERTY

Transfer Parcel ¹	Area Name	ECP Study Section	ECP Category	Remedial Actions
2	Building 42, Sewage Disposal Plant	1042	3	Chromium and cyanide have been detected in monitoring wells located in this area but concentrations are below Maximum Contaminant Levels. These wells are not associated with the groundwater treatment plant at RBAAP.
2	West Open Storage	2010	3	Chromium and cyanide have been detected in monitoring wells located in this area but concentrations are below Maximum Contaminant Levels. Based on historical analytical results, these wells are no longer included in the groundwater monitoring program. These wells are not associated with the groundwater treatment plant at RBAAP.
2	North Railroad Area	2001	1	None.
2	Open Area	2000	1	None.
2	Open Area	2000	3	None. Category 3 based on groundwater contamination currently present but below MCLs.
2a	Open Space	NA	3	None. Category 3 based on groundwater contamination currently present but below MCLs for chromium and cyanide.
4	Percolation/Evaporation Ponds (E/P Ponds) (RBAA-P-11/SWMU 23)	1129, & 2024	4	The E/P Ponds occupy 28.8 acres on the banks of the Stanislaus River approximately 1.5 miles north of the main installation. The E/P Ponds were constructed in 1952 for the disposal of treated effluent generated at the RBAAP. Based on the RI findings, a removal action was completed in 1993 to address zinc-contaminated soil. The ROD documented this removal action and concluded that no further action was necessary at the ponds (USAEC, 1994). RBAAP continues to use the E/P Ponds for discharge of treated water. This discharge is regulated under Waste Discharge Requirements (WDRs) issued by the Central Valley Water Board. The WDRs require ongoing groundwater monitoring at the E/P Ponds. This site was investigated for PCBs in the Galbestos investigation. None of the sediment samples in the E/P ponds contained PCBs exceeding the TSCA criteria (USACE, 2011).

Exhibit "B"

TABLE 1 – ENVIRONMENTAL CONDITION OF PROPERTY

Notes:

1 Although Parcel 2 does contain some ECP Category 1 property, the transfer parcel has been assigned one overall ECP category for the entire parcel (Category 3).

ECP Categories:

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

Category 5: Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are underway, but all required remedial actions that have not yet been taken.

Category 6: Areas where release, disposal, and/or migration of hazardous substances has occurred, but where required actions have not yet been implemented.

Category 7: Areas that are not evaluated or that require additional evaluation.

SUBJECT: Environmental Condition of Property (ECP) Update for Riverbank Army Ammunition Plant (RBAAP) Parcels 2, 2a, and 4

1. Introduction

An Environmental Condition of Property (ECP) Update has been performed for Parcels 2, 2a, and 4 at RBAAP (the "Property") in accordance with Army Regulation (AR) 200-1 and applicable American Society for Testing and Materials (ASTM) standards. Under ASTM D 6008-96 (2005), the following components were completed: site reconnaissance, interviews, records review, and the certification by the environmental professional responsible for the assessment.

The RBAAP is located at 5300 Claus Road, Riverbank, Stanislaus County, California, one mile south of the Stanislaus-San Joaquin County border and approximately five miles northeast of the city of Modesto (Figure 1). The RBAAP occupies a total of 168 acres of land and consists of two noncontiguous areas represented by the main plant area (approximately 139.2 acres) and the evaporation/percolation (E/P) ponds (28.8 acres). The E/P Ponds (Parcel 4) is located roughly 1.5 miles north of the main plant area. Parcel 2 is roughly 19.56 acres and Parcel 2a is roughly 3.25 acres, these parcels are located north of the main plant. Parcel 2 is mostly open space. Parcel 2a has been used for storage of Mobile homes and Recreational Vehicles.

The Property is currently leased to the City of Riverbank Local Redevelopment Authority (RCLRA) for industrial/commercial reuse. Upon termination of the lease or portions thereof, Parcels 2, 2a, and the E/P ponds will be sold by public sale.

2. Background

The U.S. Army BRAC 2005 *Environmental Condition of Property Report, Riverbank Army Ammunition Plant, Riverbank, CA* was prepared in November 2006. The purpose of the ECP Report was to characterize the existing environmental conditions at RBAAP. This ECP Report met the requirements of Title 40, Code of Federal Regulations (CFR), Part 373, § 373.1; AR 200-1; and closely paralleled ASTM 6008-96 (2005). This ECP Report was reviewed and found to meet the requirements set forth in 4.6.2 of ASTM D 6008-96 and the narrative discussion and findings of that report that apply to Parcels 2, 2a, and 4 are incorporated by reference into this report as if contained here in its entirety.

The ECP Report classified the study sections of the property into one of seven ECP categories. The Parcel 2, and 2a acreage is classified as Category 3. The Parcel 4 acreage is classified as Category 4.

Since that time, further review and assessment of the property has been conducted. Areas of the facility were investigated further following the ECP Report. A Site Investigation was conducted resulting in the *Final Site Investigation Report, Riverbank Army*

Exhibit "B"

Ammunition Plant, March 2008. The area of Parcels 2 and 2a were further investigated resulting in the *EDC Parcel & Sale Parcels 2 & 2a Soil Investigation Report January 2013*. The EP Ponds were checked for polychlorinated biphenyls (PCBs) as a part of the Galbestos investigation at RBAAP. None of the sediment samples in the E/P ponds contained PCBs exceeding the TSCA criteria. Stained soil was observed along a retaining wall on the east side of the Evaporation Ponds. Soil samples were collected and analyzed for volatile organic compounds (VOCs) and petroleum hydrocarbons. VOCs were not detected in the samples collected. Petroleum hydrocarbons were not detected above applicable screening levels. Additional characterization work was not warranted. This work is summarized in the USACE document *Evaporation/Percolation Pond Soil Sampling Report, October 2011*.

The current ECP categories are shown in Table 1.

3. Site Reconnaissance

On May 21, 2013, Robert Smith, the BRAC Environmental Coordinator for RBAAP, inspected Parcel 2, 2a, and 4 to confirm that the sites are in the same condition as during the 2006 ECP investigation. The use of the Property has not changed since the 2006 ECP Report.

4. Interviews

No interviews were necessary for this ECP Update. The Army maintains a two-person government staff on the installation. The Army staff frequents the property. No known releases of hazardous substances or petroleum, with the exception of the exfoliation of the Galbestos panels, have occurred on the property since the ECP Report and Site Investigation Report were prepared.

5. Records Review

A review of environmental documentation was conducted to support the preparation of transfer documents for the RBAAP. All known records and information associated with the environmental condition of the subject property have been documented in the original ECP Report and the Site Investigation Report.

Groundwater sampling occurs during four events per year - two quarterly, one semi-annual, and one annual. The latest sampling results are provided in the *RBAAP 4Q 2012 Groundwater Monitoring & Landfill Report* (Ahtna Engineering 2013).

The records search for RBAAP, conducted by Environmental Data Resources Inc. (EDR), in June 2006, searched for any potential environmental sites of concern located off Army property within corresponding ASTM search radius distances. The EDR report identified five sites located within 1 mile of the main post and the E/P ponds. These sites were characterized as having a low potential to impact the property. The information presented in this report on adjacent properties remains accurate.

A new record search report was conducted by EDR in May 2013 (CD Attached). The

results of this report are consistent with the 2006 data base search.

6. Updated Environmental Conditions

The Record of Decision for RBAAP was approved in March 1994. The Army has developed an Explanation of Significant Differences (ESD) to conduct in-situ treatment to address chromium. The Army is also working on the development of an ESD to address institutional controls. Remedial actions to address groundwater contamination at RBAAP will continue until remedial goals have been reached.


7. Conclusion

There were no new environmental conditions at Parcels 2, 2a and 4 at RBAAP. This ECP Update classifies the subject property into one of seven DoD ECP categories as defined by ASTM D 5746-98 (2002). The current ECP categories are provided in Table 1.

8. Certification

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 Code of Federal Regulations 312 and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property.

The 2006 ECP Report was reviewed and found to meet the requirements set forth in §4.6.2 of ASTM D6008-96(2005) and the narrative discussion and findings of the report concerning Parcels 2, 2a, and 4 are incorporated by reference into this ECP Report Update as if contained here in its entirety.



Robert S. Smith
BRAC Environmental Coordinator
Riverbank Army Ammunition Plant

TABLE 1 – ENVIRONMENTAL CONDITION OF PROPERTY

Transfer Parcel ¹	Area Name	ECP Study Section	ECP Category	Remedial Actions
2	AOC 5, Former Windrowed Area	42	3	The Former Windrowed Area is a location used to store and burn brush collected from other areas of the plant. There is no evidence of releases or spills in this area. In a letter dated June 5, 1996, DTSC concurred with the Army's position (as detailed in the April 15, 1996, Revision 2 of the RFI Phase 1 Work Plan) that no further action was required for this AOC (CH2M HILL, 2002).
2	North Utilities	2004	3	Chromium and cyanide have been detected in monitoring wells located in this area but concentrations are below Maximum Contaminant Levels. Based on historical analytical results, these wells are no longer included in the groundwater monitoring program. These wells are not associated with the groundwater treatment plant at RBAAP.
2	RBAAP-04/SWMMU12, IWTP Effluent Sewer Line Break	4, 24	3	An unknown amount of treated wastewater leaked from the pipe. Subsequent sampling of the soil in the vicinity of the line break identified no contamination. No further action required per 1994 Record of Decision (ROD). A break in the effluent sewer line that runs from the IWTP to the E/P Ponds occurred in 1972. Sampling conducted during the RI did not indicate elevated levels of inorganic constituents. The 1994 ROD concluded that remedial action was not warranted. DTSC concurred that no further action was required for this site, as detailed in the original October 30, 1995, version of the RFI Phase 1 Work Plan.
2	Sanitary Wastewater Settling Ponds/Sludge Beds (RBAAP-10/SWMMU 22)	10, 34	3	Sampling was conducted at the settling ponds /sewage beds in August 1991 under the RI addendum (Weston, 1992b). This investigation concluded that the settling ponds/sludge beds did not contain chromium or cyanide above background levels. The statewide ROD (US-AEC, 1994), concurred with by EPA Region 9, DTSC, and the Regional Water Quality Control Board, documented no further action for this site.

TABLE 1 – ENVIRONMENTAL CONDITION OF PROPERTY

Transfer Parcel ¹	Area Name	ECP Study Section	ECP Category	Remedial Actions
2	Building 42, Sewage Disposal Plant	1042	3	Chromium and cyanide have been detected in monitoring wells located in this area but concentrations are below Maximum Contaminant Levels. These wells are not associated with the groundwater treatment plant at RBAAP.
2	West Open Storage	2010	3	Chromium and cyanide have been detected in monitoring wells located in this area but concentrations are below Maximum Contaminant Levels. Based on historical analytical results, these wells are no longer included in the groundwater monitoring program. These wells are not associated with the groundwater treatment plant at RBAAP.
2	North Railroad Area	2001	1	None.
2	Open Area	2000	1	None.
2	Open Area	2000	3	None. Category 3 based on groundwater contamination currently present but below MCLs.
2a	Open Space	NA	3	None. Category 3 based on groundwater contamination currently present but below MCLs for chromium and cyanide.
4	Percolation/Evaporation Ponds (E/P Ponds) (RBAAP-11/SWIMU 23)	1129, & 2024	4	The E/P Ponds occupy 28.8 acres on the banks of the Stanislaus River approximately 1.5 miles north of the main installation. The E/P Ponds were constructed in 1952 for the disposal of treated effluent generated at the RBAAP. Based on the RI findings, a removal action was completed in 1993 to address zinc-contaminated soil. The ROD documented this removal action and concluded that no further action was necessary at the ponds (USAEC, 1994). RBAAP continues to use the E/P Ponds for discharge of treated water. This discharge is regulated under Waste Discharge Requirements (WDRs) issued by the Central Valley Water Board. The WDRs require ongoing groundwater monitoring at the E/P Ponds. This site was investigated for PCBs in the Galbestos investigation. None of the sediment samples in the E/P ponds contained PCBs exceeding the TSCA criteria (USACE, 2011).

Exhibit "B"

TABLE 1 – ENVIRONMENTAL CONDITION OF PROPERTY

Notes:

1 Although Parcel 2 does contain some ECP Category 1 property, the transfer parcel has been assigned one overall ECP category for the entire parcel (Category 3).

ECP Categories:

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).

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Category 7: Areas that are not evaluated or that require additional evaluation.

EXHIBIT F: SAMPLE QUITCLAIM DEED – PARCELS 2 & 2A

This deed was reviewed and approved by:

Attorney U.S. Army Corps of Engineers, Sacramento District

QUITCLAIM DEED RIVERBANK ARMY AMMUNITION PLANT STANISLAUS COUNTY, CALIFORNIA PARCELS NO. 2 AND 2A

THIS QUITCLAIM DEED is made and entered into this _____ day of _____, 20__, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the “Grantor”), acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, pursuant to a delegation of authority from the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships) under the authority of the provisions of Public Law No. 107-217, 40 U.S.C. § 101, et seq., as amended, and section 2905(b) of the Defense Base Closure and Realignment Act of 1990 (part A of title XXIX of Public Law 101-510; 10 U.S.C. § 2687 note), as amended, and _____ (hereinafter referred to as the “Grantee[s].”)

WITNESSETH THAT:

THE GRANTOR, for the consideration of _____, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the Grantee[s], [his][her][their][its] [heirs,] successors and assigns, all its right, title, and interest in the property situated, lying and being in the County of Stanislaus, in the State of California, designated as Parcel 2 and 2A, containing approximately 18.30 acres and 3.30 acres respectively, and as more particularly described in Exhibit “A”, attached hereto and made a part hereof (hereinafter referred to as the “Property”); reserving, however, unto the City of Riverbank and any other Grantor assigns, a perpetual, nonexclusive, and assignable easement and right-of-way fifty (50) feet wide, twenty-five (25) feet on either side of the centerline of the existing railroad track located on Parcel 2, for ingress and egress over, and use of, the said railroad track and related facilities by the City of Riverbank and the Grantee[s] or its invitees. The City of Riverbank and the Grantee[s] shall at all times hereafter jointly maintain the said track and facilities to a standard equal to its present condition or to such other standard as may be agreed upon by the City of Riverbank and Grantee[s]. The cost of maintenance, repair and replacement of the said track and facilities shall be paid by the City of Riverbank and Grantee[s] in amounts proportional to the nature, frequency, and extent of their use. The cost to repair any damage to the said track or facilities resulting from negligence or abnormal use shall be the sole responsibility of the party causing such damage. This easement and right-of-way runs with the land identified as the Parcel 2 and shall benefit and bind the Grantee[s] and their [heirs,] successors and assigns; provided, however, that it may be terminated by the Grantee[s] for nonuse by all grantees for a ten-year period or for abandonment.

SUBJECT TO all valid and existing reservations, covenants, conditions, restrictions, and easements including, but not limited to, rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the Property granted herein to the Grantee[s], [his][her][their][its] [heirs,] successors and assigns, together with all and singular the appurtenances, rights, powers, and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the Grantor, either in law or in equity, and subject to the reservations, covenants, conditions, restrictions, and easements set forth in this deed.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the Grantee[s], by [his][her][their][its] acceptance of this deed and as part of the consideration for the conveyance made herein, covenants and agrees for [himself][herself] [themselves][itself], [his][her][their][its][heirs,] successors and assigns, forever, that this deed is made and accepted upon each of the following covenants, conditions, and restrictions which shall be binding upon and enforceable against the Grantee[s], [his][her][their][its] [heirs,] successors and assigns in perpetuity by the Grantor and other interested parties as may be allowed by law; that the covenants, conditions, and restrictions set forth herein are a binding servitude on the Property and shall run with the land; and that the failure to include the said covenants, conditions, and restrictions in subsequent conveyances of the Property or portions thereof does not abrogate the status of the covenants, conditions, and restrictions as binding upon the Grantor and the Grantee[s], [his][her][their][its][heirs,] successors and assigns:

1. Property Covered by Notice, Description, Access Rights, and Covenant Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):

For the Property, the Grantor provides the following notice, description, and covenants and retains the following access rights:

a. Notice Pursuant to Sections 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which substances were stored, released, or disposed of, as defined in Section 120(h) is provided in Exhibit __, attached hereto and made a part hereof.

b. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in Exhibit __, attached hereto and made a part hereof.

c. Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§9620(h)(3)(A)(ii) and (B)):

Pursuant to sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B)), the Grantor warrants that-

i. all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this deed, and

ii. any additional remedial action found to be necessary after the date of this deed shall be conducted by the Grantor.

d. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

The Grantor retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is

found to be necessary on the part of the Grantor, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the Grantor to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and [his][her][their][its][heirs,] successors and assigns and shall run with the land.

In exercising such easement and right of access, the Grantor shall provide the Grantee or [his][her][their][its][heirs,] successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The Grantor shall use reasonable means to avoid and to minimize interference with the Grantee[’s][s’] and the Grantee[’s][s’][heirs,] successors’ and assigns’ quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the Grantor. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee[s], nor [his][her][their][its][heirs,] successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the Grantor.

In exercising such easement and right of access, neither the Grantee[s] nor [his][her][their][its][heirs,] successors and assigns, as the case may be, shall have any claim at law or equity against the Grantor or any officer or employee of the Grantor based on actions taken by the Grantor or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee[s] and [his][her][their][its][heirs,] successors and assigns of any remedy available to them under the Federal Tort Claims Act.

2. “AS IS”

The Grantee[s] acknowledge[s] that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The Grantee[s] understand[s] and agree[s] that the Property is conveyed “AS IS” without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the Grantee[s], and no claim for allowance or deduction upon such grounds shall be considered.

No warranties either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee[s] shall be deemed to have relied solely on [his][her][their][its] own judgment in assessing the condition of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. Any failure of the Grantee[s] to inspect or to exercise due diligence to be fully informed as to the condition of the Property shall not constitute grounds for any claim or demand against the Grantor.

Nothing in this “As Is” provision shall be construed to modify or negate the Grantor’s obligation under the “Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B))” or any other statutory obligations.

3. HOLD HARMLESS

To the extent authorized by law, the Grantee[s], for [himself][herself][themselves][itself], [his][her][their][its] [heirs,] successors and assigns, covenants and agrees to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions, and restrictions in this deed by the Grantee[s], [his][her][their][its] [heirs,] successors and assigns, and (2) any and all claims,

damages, judgments, losses, and costs arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on the Property after the date of the conveyance herein.

The Grantee[s], for [himself][herself][themselves][itself], [his][her][their][its][heirs,] successors and assigns, covenants and agrees that the Grantor shall not be responsible for any costs associated with modification or termination of the covenants, conditions, and restrictions in this deed including, without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on the Property.

Nothing in this "Hold Harmless" provision shall be construed to modify or negate the Grantor's obligation under the "Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B))" or any other statutory obligations.

4. POST-TRANSFER DISCOVERY OF CONTAMINATION AND RELEASE

If a release or threatened release of a hazardous substance is discovered on the Property after the date of the conveyance herein, the Grantee[s], [his][her][their][its] [heirs,] successors or assigns, shall be responsible for such newly discovered release or threatened release of a hazardous substance unless the Grantee[s], [his][her][their][its] [heirs,] successors or assigns is able to demonstrate that such release or threatened release of a hazardous substance was due to the Grantor's activities, use, or ownership of the Property. If the Grantee[s], [his][her][their][its] [heirs,] successors or assigns believe the newly discovered hazardous substance is due to Grantor's activities, use, or ownership of the Property, the Grantee[s], or [his][her][their][its] [heirs,] successors or assigns shall immediately secure the site and notify the Grantor of the existence of the release or threatened release of the hazardous substance and the Grantee[s] or [his][her][their][its] [heirs,] successors or assigns shall not further disturb or allow the disturbance of such hazardous substance without the prior written permission of the Grantor.

The Grantee[s], for [himself][herself][themselves][itself], [his][her][their][its][heirs,] successors and assigns, as part of the consideration for the conveyance of the Property, hereby releases the Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance on the Property occurring after the date of the conveyance herein where such substance was placed on the Property by the Grantee[s], or [his][her][their][its] [heirs,] successors, assigns, employees, invitees, agents, contractors, or any person other than the Grantor after the date of the conveyance herein. This "Post-Transfer Discovery of Contamination and Release" provision shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's obligations under the "Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B))."

5. ENVIRONMENTAL PROTECTION PROVISIONS

The Grantee[s] shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without including the Environmental Protection Provisions set forth in Exhibit "B," attached hereto and made a part hereof, and shall require the inclusion of the said provisions to be included in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, of, on, or to the Property or any portion thereof.

6. ANTI-DEFICIENCY ACT

The Grantor's obligation to pay or reimburse any money under this deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

7. NO WAIVER

ACCEPTANCE BY GRANTEE[S]

IN WITNESS WHEREOF, the Grantee[s], hereby accept[s] the conveyance herein subject to all of the covenants, conditions, restrictions, and reservations, restrictions and terms contained herein, this ____ day of _____ 20____.

[Name of Grantee[s]]
[A corporation, partnership, public body, or individual, as appropriate]

By: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS:
COUNTY OF)

On _____ before me, _____

(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

[ONE OF THE FOLLOWING IS REQUIRED FOR A CORPORATION, POLITICAL SUBDIVISION, OR PUBLIC BODY]

CORPORATE ATTORNEY'S CERTIFICATE

I, _____ [Name] _____, acting as attorney for _____ [Name of Grantee] _____, herein referred to as the "Grantee," do hereby certify: that I have examined the foregoing instrument and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of _____, and further that, in my opinion, the instrument constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Date: _____

By: _____
Attorney

CORPORATE CERTIFICATE

I, _____ [Name] _____, certify that I am the Secretary of _____ [Name of Grantee] _____, and that _____ [Name] _____ who signed the foregoing instrument on behalf of the corporation was then _____ [Title] _____ of the corporation. I further certify that the said officer was acting within the scope of powers delegated to the said officer by the governing body of the corporation in executing said instrument.

Date: _____

By: _____
Secretary

(Seal)

CERTIFICATE OF AUTHORITY

I, _____ [Name] _____, certify that I am the Clerk of _____ [Name of Grantee] _____ and that _____ [Name] _____, who signed the foregoing instrument on behalf of the Grantee, was then _____ [Title] _____ of the _____ [Name of Grantee] _____. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the Grantee in executing said instrument.

Date: _____

By: _____
Clerk

**ATTACHMENT "A" – PARCEL 2
LEGAL DESCRIPTION AND RECORD OF SURVEY MAP**

Legal Description

Riverbank Parcel 2:

All that real property located in Lots 2 and 3 of Section 31, Township 2 South, Range 10 East, Mount Diablo Baseline & Meridian in the County of Stanislaus, State of California, described as follows:

A portion of that real property transferred by Quitclaim Deed on the 29th day of October, 1948, Document No. 22667 from the Reconstruction Finance Corporation to the United States of America filed in the Office of the Recorder of Stanislaus County, described as follows:

Commencing at a 2" Iron Pipe and Cap in a Monument Well marking the Southwest corner of said Lot 2, said monument being the **Point of Beginning** of the following described property:

Thence from said **Point of Beginning** N 00°30'14" W a distance of 358.62 feet along the West line of said Section 31 to the intersection of said west line and the southerly line of the Hetch Hetchy Water Supply Right of Way as described in the deed from R.C. Huper to the City and County of San Francisco, dated November 21, 1923 and recorded February 13, 1924 in Volume 56, Page 71 of the Official Records of Stanislaus County; thence N 61°07'25" E a distance of 1256.49 feet along the southerly line; thence N 70°13'37" E a distance of 354.43 feet along said southerly line to the easterly line of that afore mentioned real property transferred by Document No. 22667; S 00°30'33" E a distance of 396.46 feet along the said easterly line; thence leaving said easterly line; thence leaving said easterly line N 89°22'53" W a distance of 376.77 feet; thence S 00°31'18" W a distance of 158.90 feet; thence S 34°34'14" W a distance of 808.96 feet; thence N 89°38'32" W a distance of 595.93 feet to the said West Section Line; thence N 00°30'19" W a distance of 128.38 feet along said West Section line to the **Point of Beginning**.

Containing
18.30 Acres more or less

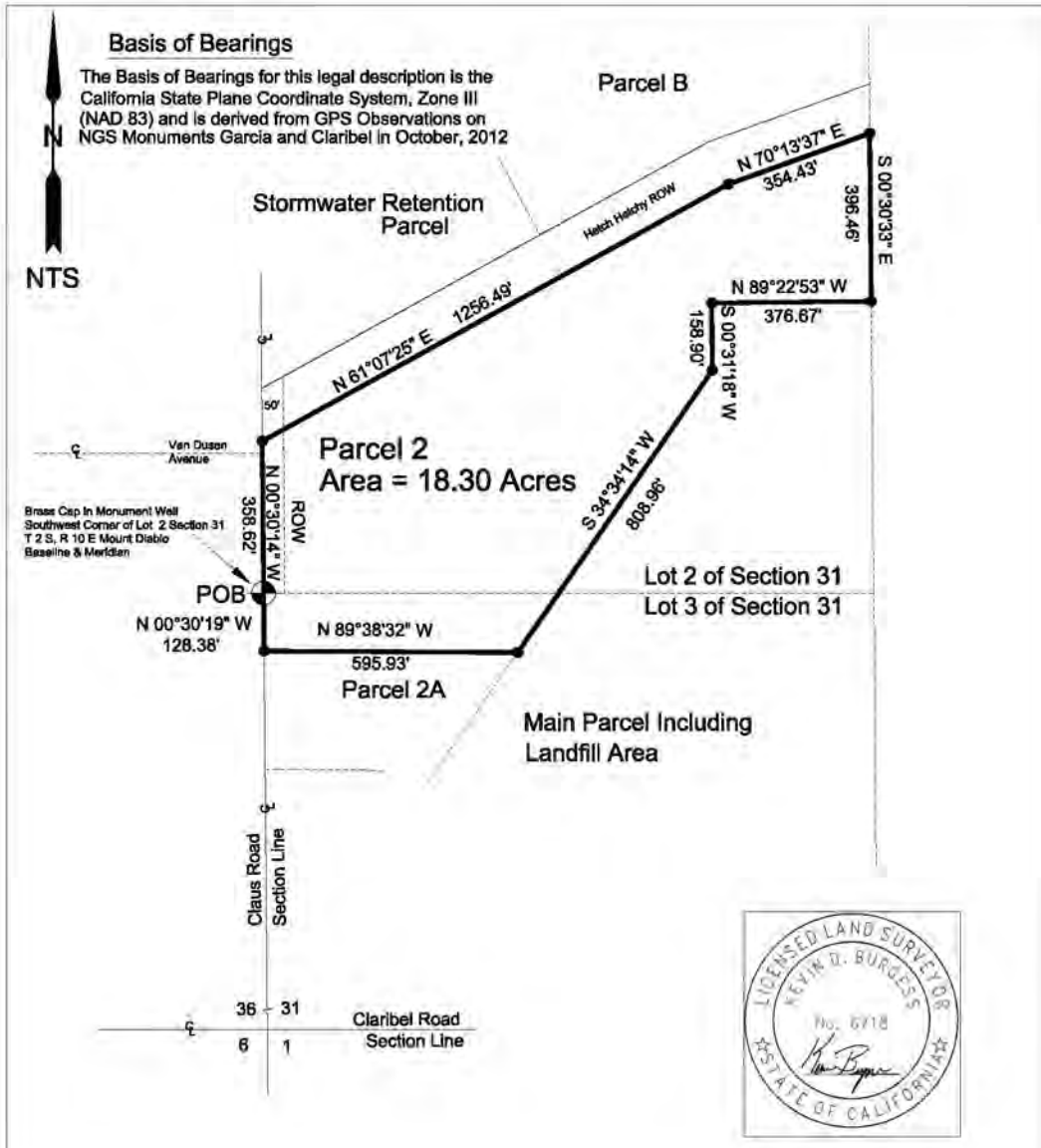
Subject to all rights of way and easements, record or non record.

The basis of bearings for this legal description is the California State Plane Coordinate System Zone III (NAD 83) and is based on GPS observations from NGS Monuments Garcia and Claribel in August, 2012

Kevin D. Burgess Ca. LS 6718
Date: February 21, 2013



Revised 3/25/2013 KDB



U.S. Army Corps of Engineers Sacramento District 1325 'J' Street, Sacramento, Ca. 95814			Former Riverbank Ammunition Plant Parcel 2 City of Riverbank County of Stanislaus State of California		
Drawn: KDB	Date: FEB/2013	Scale: NTS	Revised 3/25/2013 KDB		

**ATTACHMENT "A" – PARCEL 2A
LEGAL DESCRIPTION AND RECORD OF SURVEY MAP**

Legal Description

Riverbank Parcel 2A:

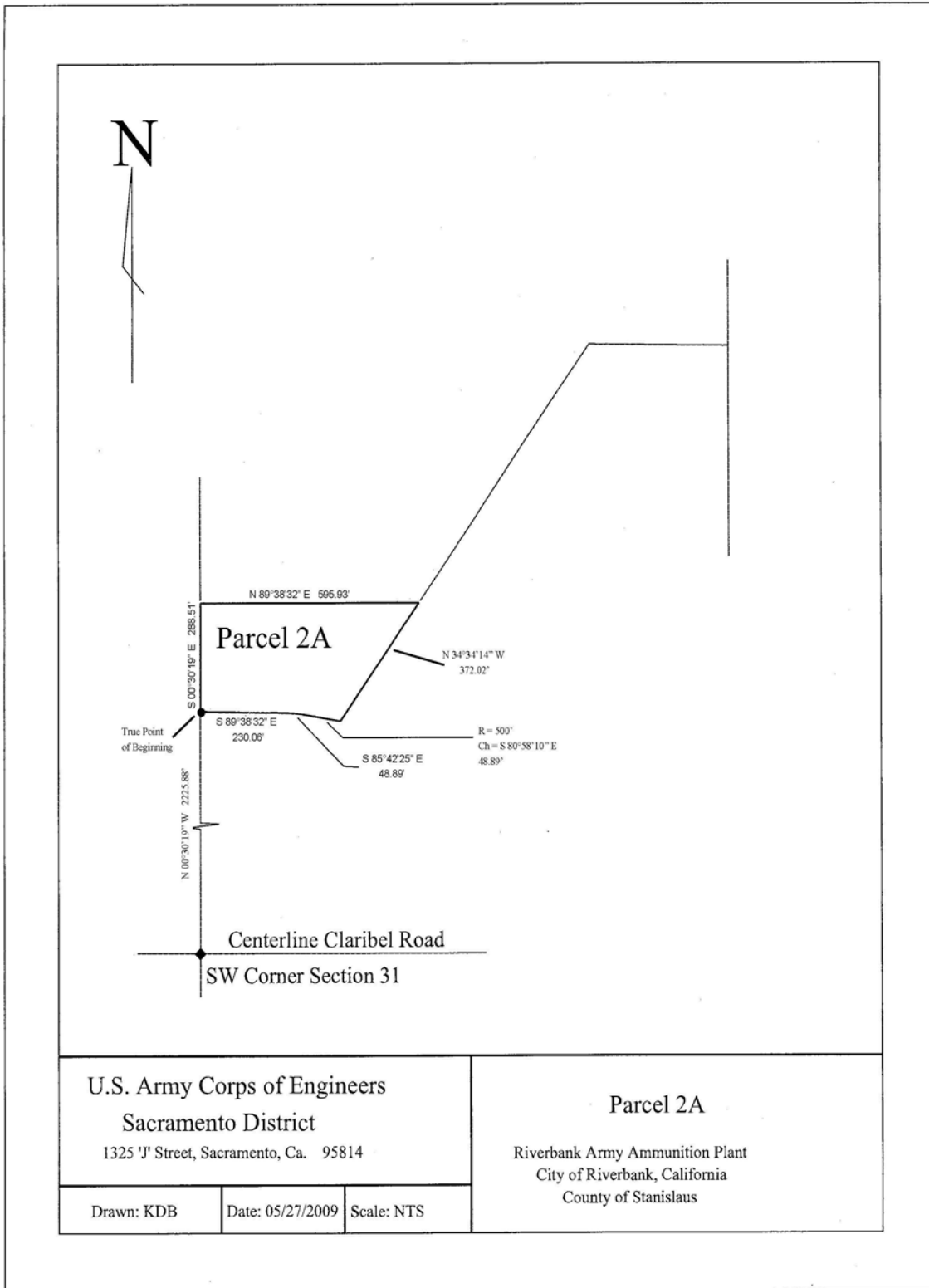
All that real property located in Section 31, Township 2 South, Range 10 East, Mount Diablo Baseline & Meridian in the County of Stanislaus, State of California described as follows:

A portion of that real property transferred by Quitclaim deed on the 29th day of October, 1948, Document No. 22667 from the Reconstruction Finance Corporation to the United States of America filed in the Office of the Recorder of Stanislaus County described as follows:

Commencing at the Southwest corner of said Section 31; thence along the west line of said Section 31, N 00°30'19" W, a distance of 2225.88 feet to the **True Point of Beginning**; thence S 89°38'32" E, a distance of 30.00 feet; thence S 89°38'32" E, a distance of 200.06 feet; thence S85°42'25" E a distance of 48.89 feet; thence along a non-tangent curve to the right having a radius of 500.00 feet, a chord bearing of S 80°58'10" E and a chord distance of 104.82 feet; thence N 34°34'14" E, a distance of 372.02 feet; thence N 89°38'32" W, a distance of 595.93 feet to the west line of said Section 31; thence along said west line of Section 31, S 00°30'19" E, a distance of 288.51 feet to the **True Point of Beginning**.

Containing
3.30 Acres more or less

Subject to all rights of way and easements, record or non record.



**ATTACHMENT "B" – PARCEL 2
ENVIRONMENTAL PROTECTION PROVISIONS**

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment. These provisions are subject to change and additional or different EPPs may apply to the property.

1. FEDERAL FACILITIES AGREEMENT

The Grantor acknowledges that the Riverbank Army Ammunition Plant has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Riverbank Army Ammunition Plant Federal Facility Agreement (FFA) dated April 5, 1990. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property. Pursuant to and as provided in Section 25 of the FFA, the Grantee shall provide access to the EPA, the State, and their authorized representatives for purposes consistent with the FFA.

2. PESTICIDE NOTIFICATION AND COVENANT.

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the Property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et. seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The Grantee covenants and agrees that if the Grantee takes any action with regard to the Property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefor.

3. LAND USE RESTRICTIONS

A. The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the property that would violate the land use restrictions contained herein.

(1) Residential Use Restriction. The Grantee, its successors and assigns, shall use the Property solely for commercial or industrial activities and not for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; and nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

(2) Groundwater Restriction. Grantee is hereby informed and acknowledges that the groundwater under the Property has low level detections of chromium and cyanide that are below Maximum Contaminant Levels. The Grantee, its successors and assigns, shall not to access or use ground water underlying the Property for any purpose without the prior written approval of United States Department of the Army, the U.S. Environmental Protection Agency, Region 9, the Department of Toxic Substances Control, and the Regional Water Quality Control Board, Central Valley Region. For the purpose of this restriction, "ground water" shall

have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

(3) Notice of Groundwater Monitoring Wells. The Grantee is hereby informed and does acknowledge the presence of groundwater monitoring wells on the Property. The Grantee, its successors and assigns shall not disturb or permit others to disturb the monitoring wells located on the Property without prior written approval from the Grantor, the U.S. Environmental Protection Agency, Region 9, the Department of Toxic Substances Control, and the Regional Water Quality Control Board, Central Valley Region. Upon the Grantor's determination that a well is no longer necessary, the Grantor will close such well at the Grantor's sole cost and expense in accordance with applicable laws, regulations, and ordinances.

B. Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, state or federal regulators, or local authorities, the Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

C. Submissions. The Grantee, its successors and assigns, shall submit any requests to modifications to the above restrictions to Grantor and USEPA, DTSC, and the Regional Water Board, by first class mail, postage prepaid, addressed as follows:

- a. Grantor: Sacramento District, U.S. Army Corps of Engineers
Riverbank Army Ammunition Plant
P.O. Box 670
Riverbank, CA 95367-0670
- b. USEPA: Chief, Federal Facility and Site Cleanup Branch
Superfund Division
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street, Mail Code: SFD-8-3
San Francisco, CA 94105
- c. DTSC: Chief of Northern California Operations
Office of Military Facilities
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826-3200
- d. Regional Water Board: Executive Officer State of California
Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive, Suite #200
Rancho Cordova, CA 95670-6114

**ATTACHMENT "B" – PARCEL 2A
ENVIRONMENTAL PROTECTION PROVISIONS**

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. FEDERAL FACILITIES AGREEMENT

The Grantor acknowledges that the Riverbank Army Ammunition Plant has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Riverbank Army Ammunition Plant Federal Facility Agreement (FFA) dated April 5, 1990. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property. Pursuant to and as provided in Section 25 of the FFA, the Grantee shall provide access to the EPA, the State, and their authorized representatives for purposes consistent with the FFA.

2. PESTICIDE NOTIFICATION AND COVENANT.

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the Property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et. seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The Grantee covenants and agrees that if the Grantee takes any action with regard to the Property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefor.

3. LAND USE RESTRICTIONS

A. The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the property that would violate the land use restrictions contained herein.

(1) Residential Use Restriction. The Grantee, its successors and assigns, shall use the Property solely for commercial or industrial activities and not for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; and nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

(2) Groundwater Restriction. Grantee is hereby informed and acknowledges that the groundwater under the Property has low level detections of chromium and cyanide that are below Maximum Contaminant Levels. The Grantee, its successors and assigns, shall not to access or use ground water underlying the Property for any purpose without the prior written approval of United States Department of the Army, the U.S. Environmental Protection Agency, Region 9, the Department of Toxic Substances Control, and the Regional Water Quality

Control Board, Central Valley Region. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

(3) Notice of Groundwater Monitoring Wells. The Grantee is hereby informed and does acknowledge the presence of groundwater monitoring wells on the Property. The Grantee, its successors and assigns shall not disturb or permit others to disturb the monitoring wells located on the Property without prior written approval from the Grantor, the U.S. Environmental Protection Agency, Region 9, the Department of Toxic Substances Control, and the Regional Water Quality Control Board, Central Valley Region. Upon the Grantor's determination that a well is no longer necessary, the Grantor will close such well at the Grantor's sole cost and expense in accordance with applicable laws, regulations, and ordinances.

B. Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, state or federal regulators, or local authorities, the Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

C. Submissions. The Grantee, its successors and assigns, shall submit any requests to modifications to the above restrictions to Grantor and USEPA, DTSC, and the Regional Water Board, by first class mail, postage prepaid, addressed as follows:

- a. Grantor: Sacramento District, U.S. Army Corps of Engineers
Riverbank Army Ammunition Plant
P.O. Box 670
Riverbank, CA 95367-0670
- b. USEPA: Chief, Federal Facility and Site Cleanup Branch
Superfund Division
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street, Mail Code: SFD-8-3
San Francisco, CA 94105
- c. DTSC: Chief of Northern California Operations
Office of Military Facilities
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826-3200
- d. Regional Water Board: Executive Officer State of California
Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive, Suite #200
Rancho Cordova, CA 95670-6114

EXHIBIT G: SAMPLE QUITCLAIM DEED – PARCEL 4

This deed was reviewed and approved on by:

Attorney U.S. Army Corps of Engineers, Sacramento District

QUITCLAIM DEED RIVERBANK ARMY AMMUNITION PLANT STANISLAUS COUNTY, CALIFORNIA PARCEL NO. 4

THIS QUITCLAIM DEED is made and entered into this ____ day of _____, 20__, by and between the UNITED STATES OF AMERICA ("GRANTOR"), acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, pursuant to delegations of authority from the Secretary of the Army, under the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (Ch. 288), 40 U.S.C. §101, et seq., as amended, and Defense Base Closure and Realignment Act of 2005, as authorized by Public Law 107-107, which amended Public Law 101-510, and delegations and regulations promulgated thereunder the GRANTOR and _____ the GRANTEE.

WITNESSETH THAT:

NOW THEREFORE, the GRANTOR, for the consideration of \$_____ the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, all its right, title, and interest in the property situated, lying and being in the County of Stanislaus, in the State of California, containing approximately 28.98 acres more or less, as shown on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property").

RESERVING therefrom the perpetual right, power, privilege and easement to overflow, flood and submerge the land described in Exhibit "A" in connection with the operation and maintenance of the environmental response and mitigation project at the Former Riverbank Army Ammunition Plant "Project". Together with all right, title and interest in and to the structures and improvements now situate on the land, and the right to repair, replace and maintain structures and improvements related to the Project, and ingress and egress there to.

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

The GRANTEE, its successors and assigns, in the course of improving the Property at their own cost and expense shall not close, abandon, reconfigure or replace existing roads in such a manner that would unreasonably interfere with the ability of GRANTOR, its successors and assigns, to obtain utilities or to operate the project.

The easement reservation to overflow, flood and submerge the land shall terminate with the filing of notice of completion of the environmental response and mitigation project, or the determination by the United States that the easement is no longer required by the United States its successors or assigns.

EXCEPTED from this conveyance are all oil, gas, and other mineral resources of any kind and nature in the mineral estate of the Property.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity by the United States and other interested parties as allowed by federal, state or local law; that the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth here are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns:

1. CERLA NOTICE

Property Covered by Access Rights and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)):

For the property, the Grantor provides the following notice, descriptions, and covenants and retains the following access rights:

A. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A) (i) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit "B", attached hereto and made a part hereof.

B. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):"

Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the property is provided in Exhibit "B", attached hereto and made a part hereof.

C. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(ii) and (B)), the United States warrants that -

1. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of this deed, and

2. Any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

This warranty shall not apply in any case in which the person or entity to whom the property is transferred is a potentially responsible party with respect to such property.

D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, digging of test pits, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

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

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

2. "AS IS"

A. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the property and accepts the condition and state of repair of the subject property. The Grantee understands and agrees that the property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the property, including, without limitation, whether the property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any asbestos, lead-based paint, or other conditions on the property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this "As Is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

3. HOLD HARMLESS

A. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the property after the date of conveyance.

B. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

4. POST-TRANSFER DISCOVERY OF CONTAMINATION AND RELEASE

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance herein, the GRANTEE, its successors or assigns shall be responsible for such release or threatened release of such newly discovered hazardous substance or petroleum product unless the GRANTEE, its successors or assigns, is able to demonstrate that such release or threatened release of such newly discovered hazardous substance or petroleum product was due to GRANTOR's activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns, believes the newly discovered hazardous substance or petroleum product is due to the GRANTOR's activities, use, or ownership of the Property, the GRANTEE, its successors or assigns, shall immediately secure the site and notify the GRANTOR of the existence of the hazardous substance or petroleum product and the GRANTEE, its successors or assigns, shall not further disturb or allow the disturbance of such hazardous substance or petroleum product without the prior written permission of the GRANTOR.

B. The GRANTEE, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, hereby agrees to release the GRANTOR from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance or petroleum product on the Property occurring after the date of the conveyance herein, where such hazardous substance or petroleum product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents, contractors, or any other person other than the GRANTOR after the date of the conveyance herein. This provision shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR's indemnification obligations under applicable laws.

5. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are at Exhibit "C", which is attached hereto and made a part hereof. The GRANTEE shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, of, on, or to the Property or any portion thereof.

6. ANTI-DEFICIENCY ACT

The GRANTOR's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

7. NO WAIVER

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

THIS QUITCLAIM DEED is not subject to 10 U.S.C. § 2662.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed in its name by the Director of Real Estate, the day and year first above written.

UNITED STATES OF AMERICA

By: _____

XXXXXXXXXXXXXXXXXXXX

Director of Real Estate

Headquarters U.S. Army Corps of Engineers

NOTARIAL CERTIFICATE

ACKNOWLEDGEMENT

NOTARIAL CERTIFICATE)
) SS:
DISTRICT OF COLUMBIA)

I, _____, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that this ___ day of _____, 20 __, XXXXXXXXXXXXXXXXXXXX, Director of Real Estate, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by [him][her] for the purposes therein stated and that [she]he had due authority to sign the document in the capacity therein stated.

Notary Public

My commission expires: _____

ACCEPTANCE BY GRANTEE[S]

IN WITNESS WHEREOF, the Grantee[s] hereby accept[s] the conveyance herein subject to all of the covenants, conditions, restrictions, and reservations contained herein, this ____ day of _____ 20__.

[Name of Grantee[s]]
[A corporation, partnership, public body, or individual, as appropriate]

By: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

[ONE OF THE FOLLOWING IS REQUIRED FOR A CORPORATION, POLITICAL SUBDIVISION, OR PUBLIC BODY]

CORPORATE ATTORNEY'S CERTIFICATE

I, _____ [Name] _____, acting as attorney for _____ [Name of Grantee] _____, herein referred to as the "Grantee," do hereby certify: that I have examined the foregoing instrument and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of _____, and further that, in my opinion, the instrument constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Date: _____ By: _____
Attorney

CORPORATE CERTIFICATE

I _____ [Name] _____, certify that I am the Secretary of _____ [Name of Grantee] _____, and that _____ [Name] _____ who signed the foregoing instrument on behalf of the corporation was then _____ [Title] _____ of the corporation. I further certify that the said officer was acting within the scope of powers delegated to the said officer by the governing body of the corporation in executing said instrument.

Date _____ By: _____
Secretary

(Seal) _____

ATTACHMENT "A" – PARCEL 4
LEGAL DESCRIPTION AND RECORD OF SURVEY MAP

Legal Description

Riverbank Parcel 4 (E/P Ponds):

All that real property located in the County of Stanislaus, State of California described as follows:

All that portion of Lot 406 of the Re-plat of the Rush Addition as shown on the map thereof, filed on the 11th day of August, 1914 in Volume 8, Page 18 of the Official Records of Stanislaus County, described as follows:

Commencing at the point of intersection of the North line of said Lot 406 and the Northwesterly line of the State Highway as said lot and highway are shown on said map referenced above; thence S 89°35'00" W along the North line of said Lot 406 a distance of 138.00 feet to the **True Point of Beginning**; thence from the **True Point of Beginning** S 04°36'00" W a distance of 320.00 feet; thence N 89°35'00" E a distance of 22.00 feet to the Northwesterly line of said highway; thence along the Northwesterly line of said highway S 16°05'00" W, a distance of 437.41 feet; thence on a curve to the right whose radius is 270.00 feet, having a central angle of 30°30'00" and a length of 143.73 feet; thence S 46°35'00" W a distance of 200.32 feet; thence leaving the Northwesterly line of said highway N 26°12'00" W a distance of 228.77 feet; thence N 02°29'00" W a distance of 124.87 feet; thence N 13°23'00" W a distance of 299.77 feet; thence N 07°08'00" W a distance of 224.80 feet; thence N 01°38'00" E a distance of 129.85 feet; thence N 04°03'00" W a distance 19.47 feet to the Northerly line of said Lot 406; thence along the Northerly line of said Lot 406 N 89°35'00" E a distance of 545.60 feet to the **True Point of Beginning**.

Containing
9.02 Acres more or less

Together With:

All that real property located in the County of Stanislaus, State of California described as follows:

All that portion of Lots 407, 408 and 409 of the Re-plat of the Rush Addition as shown on the map thereof, filed on the 11th day of August, 1914 in Volume 8, Page 18 of the Official Records of Stanislaus County, described as follows:

Commencing at the point of intersection of the North line of said Lot 409 with the West line of Central Avenue as said lot and avenue are shown on the map referenced above; thence S 89°35'00" W a distance of 423.95 feet along the North line of said Lot 409 to the **True Point of Beginning**; thence S 17°45'00" E a distance of 524.84 feet; thence S 10°43'00" E a distance of 382.90 feet; thence S 17°59'30" W a distance of 201.70 feet; thence S 01°10'00" W a distance of 139.00 feet to a point on the south line of Lot 407; thence S 89°35'00" W a distance of 545.60 feet to the Southwest corner of said Lot 407; thence N 04°03'00" W a distance of 180.57 feet; thence N 17°14'00" W a distance of 85.05 feet; thence N 03°40'00" W a distance of 55.47 feet to the Northwest corner of said Lot 407; thence N 03°40'00" W a distance of 100.59 feet; thence N 15°27'00" W a distance of 150.07 feet; N 19°41'00" E a distance of 70.01 feet; thence N 04°06'00" E a distance of 79.02 feet to the Northwest corner of said Lot 408; thence N 04°06'00" E a distance of 285.92 feet; thence N 00°47'00" E a distance of 215.95 feet to the Northwest corner of said Lot 409; thence N 89°35'00" E a distance of 414.35 feet to the **True Point of Beginning**.

Containing
15.72 Acres more or less

Together With:

All that real property located in the County of Stanislaus, State of California described as follows:

All that portion of Lot 410 of the Re-plat of the Rush Addition as shown on the map thereof, filed on the 11th day of August, 1914 in Volume 8, Page 18 of the Official Records of Stanislaus County, described as follows:

Commencing at the point of intersection of the North line of said Lot 10 and with the west line of Central Avenue as said lot and avenue are shown on the map referenced above; thence S 89°36'45" W a distance of 518.82 feet along the North line of said Lot 10 to the **True Point of Beginning**; thence S 10°55'00" E a distance of 532.30 feet to a point on the South line of said Lot 410; thence S 89°35'00" W a distance of 414.35 feet to the Southwest corner of said Lot 410; thence N 00°47'00" E a distance of 284.46 feet; thence N 24°08'00" E a distance of 145.18 feet; thence N 01°34'00" E a distance of 107.18 feet to the Northwest corner of said Lot 410; thence N 89°36'45" E a distance of 247.48 feet to the **True Point of Beginning**.

Containing
4.10 Acres more or less

And Together with:

All that real property located in the County of Stanislaus, State of California, being all that portion of Lot 407 of the Re-plat of the Rush Addition as shown on the map thereof, filed on the 11th day of August, 1914 in Volume 8, Page 18 of the Official Records of Stanislaus County, described as follows:

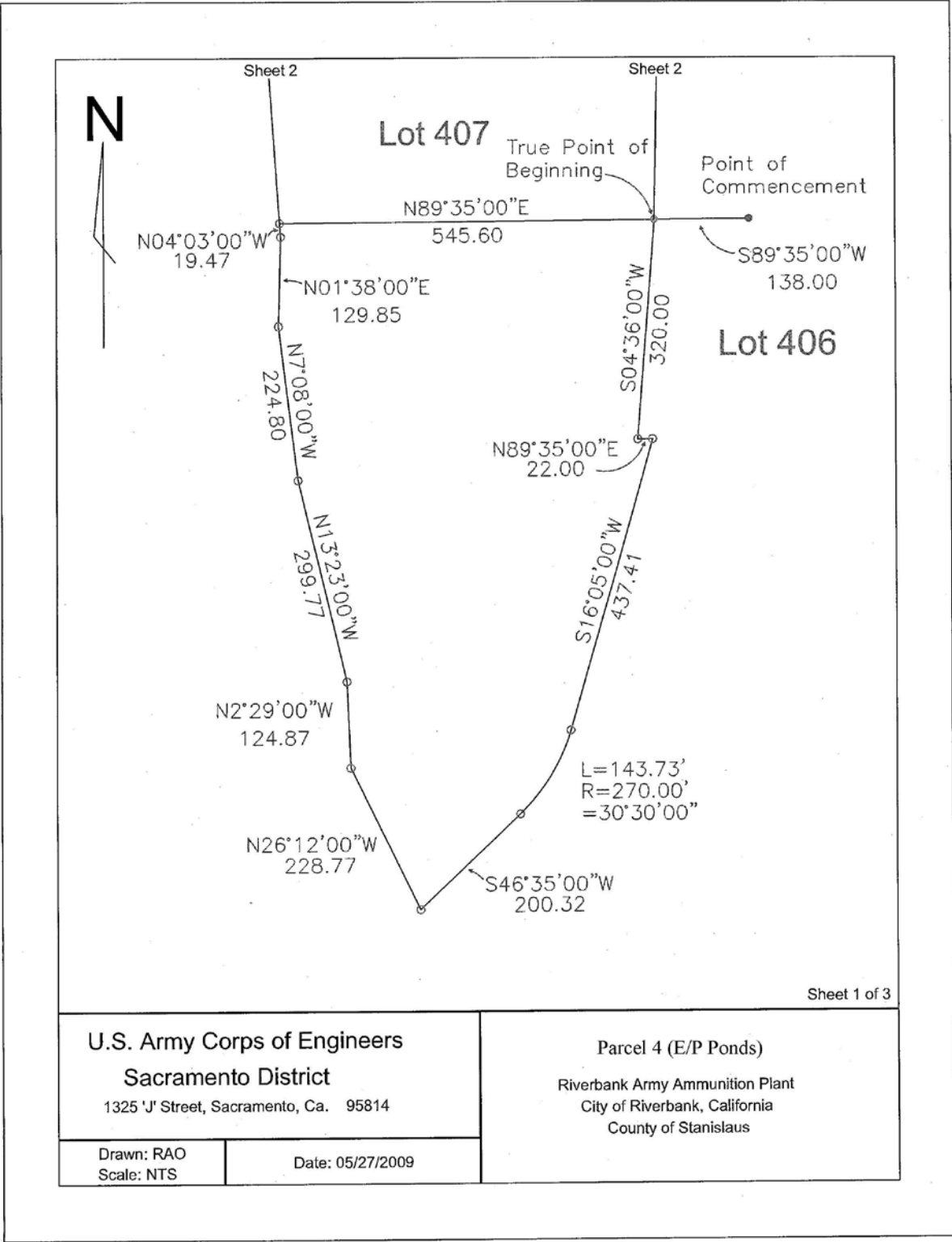
A perpetual and assignable easement and right of way over and across the following described property as set forth in the Final Judgment in favor of the United States of America filed January 29, 1955 in Case No. 6694 in the District Court of the United States in and for the Northern District of California, Northern Division, described as follows:

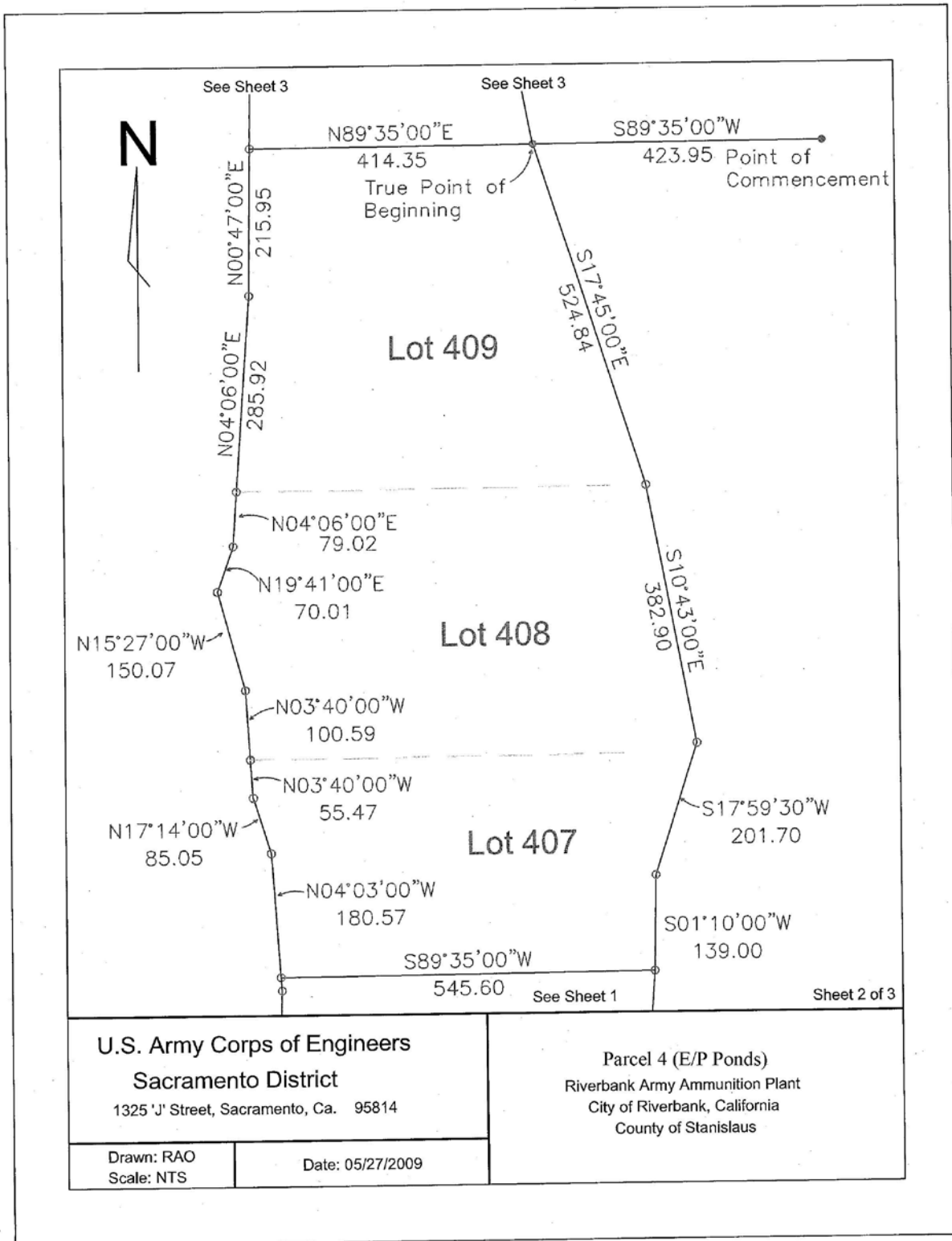
Commence at the Southeast corner of Lot 407 of the Re-plat of Rush Addition; thence S 89°35'00" W a distance of 37.60 feet to the Northwesterly line of a 60 foot State Highway right of way; thence N 36°39'00" E and along said Northwesterly right of way of said State Highway a distance of 156.76 feet to the **True Point of Beginning** of this description; thence N 53°21'00" W a distance of 177.59 feet; thence S 74°32'00" W a distance of 63.57 feet; thence N 17°59'30" E a distance of 74.03 feet; thence S 53°21'00" E a distance of 240.33 feet to a point on the Northwesterly line of above mentioned State Highway; thence S 36°39'00" W and along said Northwesterly line of said State Highway a distance of 20.00 feet to the **True Point of Beginning**.

Containing
0.14 Acres more or less

Sum of the Acreage = 28.98 Acres more or less

Subject to all rights of way and easements, record or non record



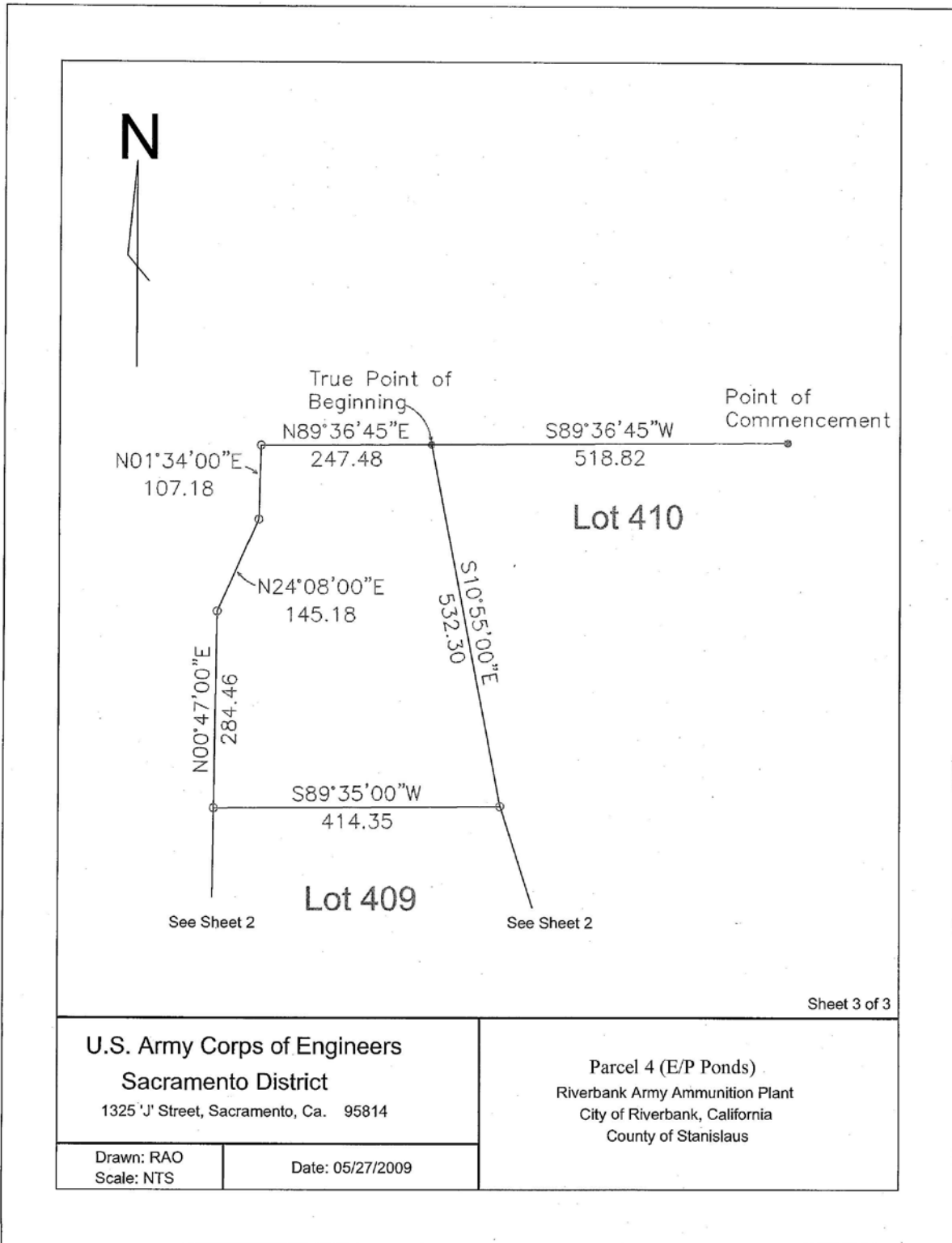


U.S. Army Corps of Engineers
 Sacramento District
 1325 'J' Street, Sacramento, Ca. 95814

Parcel 4 (E/P Ponds)
 Riverbank Army Ammunition Plant
 City of Riverbank, California
 County of Stanislaus

Drawn: RAO
 Scale: NTS

Date: 05/27/2009



ATTACHMENT "B" – PARCEL 4
ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment. These provisions are subject to change and additional or different EPPs may apply to the property.

1. FEDERAL FACILITIES AGREEMENT

The Grantor acknowledges that the Riverbank Army Ammunition Plant has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Riverbank Army Ammunition Plant Federal Facility Agreement (FFA) dated April 5, 1990. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property. Pursuant to and as provided in Section 25 of the FFA, the Grantee shall provide access to the EPA, the State, and their authorized representatives for purposes consistent with the FFA.

2. PESTICIDE NOTIFICATION AND COVENANT.

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the Property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et. seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The Grantee covenants and agrees that if the Grantee takes any action with regard to the Property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefor.

3. LAND USE RESTRICTIONS

A. The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the property that would violate the land use restrictions contained herein.

(1) Residential Use Restriction. The Grantee, its successors and assigns, shall use the Property solely for commercial or industrial activities and not for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; and nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

(2) Groundwater Restriction. Grantee is hereby informed and acknowledges that the groundwater under the Property has low level detections of chromium and cyanide that are below Maximum Contaminant Levels. The Grantee, its successors and assigns, shall not access or use ground water underlying the Property for any purpose without the prior written approval of United States Department of the Army, the U.S. Environmental

Protection Agency, Region 9, the Department of Toxic Substances Control, and the Regional Water Quality Control Board, Central Valley Region. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

(3) Notice of Groundwater Monitoring Wells. The Grantee is hereby informed and does acknowledge the presence of groundwater monitoring wells on the Property. The Grantee, its successors and assigns shall not disturb or permit others to disturb the monitoring wells located on the Property without prior written approval from the Grantor, the U.S. Environmental Protection Agency, Region 9, the Department of Toxic Substances Control, and the Regional Water Quality Control Board, Central Valley Region. Upon the Grantor's determination that a well is no longer necessary, the Grantor will close such well at the Grantor's sole cost and expense in accordance with applicable laws, regulations, and ordinances.

B. Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, state or federal regulators, or local authorities, the Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

C. Submissions. The Grantee, its successors and assigns, shall submit any requests to modifications to the above restrictions to Grantor and USEPA, DTSC, and the Regional Water Board, by first class mail, postage prepaid, addressed as follows:

a. Grantor: Sacramento District, U.S. Army Corps of Engineers
Riverbank Army Ammunition Plant
P.O. Box 670
Riverbank, CA 95367-0670

b. USEPA: Chief, Federal Facility and Site Cleanup Branch
Superfund Division
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street, Mail Code: SFD-8-3
San Francisco, CA 94105

c. DTSC: Chief of Northern California Operations
Office of Military Facilities
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826-3200

d. Regional Water Board: Executive Officer State of California
Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive, Suite #200
Rancho Cordova, CA 95670-6114