

RECORDING REQUESTED BY:

Department of the Navy
NAVFAC HQ
Base Realignment and Closure
Program Management Office West
1455 Frazee Road, Suite 900
San Diego, California 92108-4310
Attn: Real Estate Contracting Officer

WHEN RECORDED MAIL TO:

Treasure Island Development Authority
One Avenue of the Palms, Suite 241
Treasure Island
San Francisco, CA 94130
Attention: Treasure Island Project Director

Exempt from documentary transfer tax pursuant to California Revenue and Taxation Code §11922. Exempt from recording fees pursuant to California Government Code §27383. Governmental agency acquiring title.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

[Note: As set forth in Article 16.1 of the Economic Development Conveyance Memorandum of Agreement: Each Quitclaim Deed will include, if applicable, those environmental restrictions and covenants required by the: (1) CERCLA Record of Decision, (2) approved Corrective Action Plan, (3) FOST.]

QUITCLAIM DEED FOR PARCEL []
NAVAL STATION TREASURE ISLAND AND ENVIRONMENTAL
RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471

THIS DEED, made this ____ day of _____, 20____, (“**Effective Date**”) by and between the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy, hereinafter called the **GRANTOR**, and the **TREASURE ISLAND DEVELOPMENT AUTHORITY**, a California non-profit public benefit corporation recognized as the Local Redevelopment Authority by the Office of Economic Adjustment, hereinafter called the **GRANTEE**.

WITNESSETH:

WHEREAS, pursuant to the power and authority provided by § 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, 10 U.S.C. § 2687 note, as amended, and the implementing regulations of the Department of Defense (32 C.F.R. Part 174), GRANTOR is authorized to convey surplus property at a closing installation to GRANTEE for economic development purposes; and

WHEREAS, the GRANTOR and the GRANTEE entered into that certain *Economic Development Conveyance Memorandum of Agreement Between the United States of America, acting by and through the Department of the Navy, and the Treasure Island Development*

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Authority for the Conveyance of the Naval Station Treasure Island on the _____ day of _____, 2014 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, GRANTOR agreed to convey to GRANTEE portions of former Naval Station Treasure Island, said portions including Parcel ____ which consists of approximately _____ acres located in the City and County of San Francisco, State of California, all as more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, GRANTOR has completed the remedial actions on the Property that are necessary to provide the covenants required by the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), 42 U.S.C. Section 9620(h)(3)(A)(ii)(I) [*confirm appropriate citation following FOST review*]; and

WHEREAS, GRANTOR has found and determined that the Property is suitable for transfer pursuant to the Finding of Suitability for Transfer dated _____ and the Finding of Suitability for Transfer dated _____ (collectively, the “**FOST**”), which contains notifications and restrictions regarding environmental conditions on the Property, which notifications and restrictions are fully set forth in this Deed; and

WHEREAS, the GRANTOR has entered into a Covenant to Restrict Use of Property – Environmental Restrictions for a Portion of the Property with the California Department of Toxic Substances and Control (“**DTSC**”) dated _____, 20____. [*Note: report name and date to be inserted*]

NOW THEREFORE, GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, its successors and assigns, all of GRANTOR’s right, title and interest in and to the Property:

I. TOGETHER WITH all buildings and improvements located thereon, and all and singular rights, tenements, hereditaments, appurtenant easements and appurtenances belonging, or in any way appertaining thereto, including fixtures, structures, mineral rights, water rights, alleys, roads, streets, ways, strips, gores or railroad rights of way upon said Property, and any means of ingress and egress appurtenant thereto.

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

A. GRANTEE agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record.

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B. Except as otherwise provided herein, or as otherwise provided by law, the GRANTEE acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed “as is” and “where is” without any representation, promise, agreement, or warranty on the part of the GRANTOR regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions. Except for the environmental remediation which may be required to be undertaken by GRANTOR, the GRANTEE further acknowledges that the GRANTOR shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

C. One or more FOSTs has been completed for the Property and an Environmental Baseline Survey (“EBS”) report is referenced in the FOST. The FOST and EBS reference environmental conditions on the Property. GRANTEE acknowledges that it has received copies of the EBS and the FOST and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

D. FLOOD PLAIN NOTIFICATION: *[Include if applicable:]* To the extent that any portion of the Property lies within a floodplain as defined in Section 6(c) of Executive Order No. 11988, Floodplain Management, dated May 24, 1977, construction, development and other uses of that portion of the Property could be restricted by the standards and criteria of the National Flood Insurance Program of the Federal Emergency Management Agency, or other applicable regulations.

E. NO HAZARD TO AIR NAVIGATION: GRANTEE and its successors and assigns shall comply with the provisions of Title 14, Code of Federal Regulations, part 77, entitled “Objects Affecting Navigable Airspace” in connection with any construction or alteration on the Property for which notice to the Administrator of the Federal Aviation Administration is required to be provided in accordance with those regulations.

F. *[Note: to be confirmed as correct CERCLA clause following FOST review]* **PROPERTY COVERED BY NOTICE, DESCRIPTION, 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. § 9620(h)(3)(A)):** For the Property, the GRANTOR provides the following notice, description, and covenants and retains the following access rights:

1. 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 § 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 of 1980 (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

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of, as defined in section 120(h), is provided in Exhibit "B", attached hereto and made a part hereof.

2. 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.

3. 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 GRANTOR 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.

4. 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 investigations, 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

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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.

G. *[Insert any environmental restrictions or land use covenants as may be designated in the CERCLA Record of Decision, an approved Corrective Action Plan or the FOST, and insert any additional notices.]*

H. TERMINATION. The GRANTEE and its successors and assigns may apply to GRANTOR for a termination of one or more of the environmental restrictions or covenants in the Deed concerning all or any portion of the Property. Copies of such application shall be provided to the Federal Facility Site Remediation Agreement (FFSRA) signatories. If the FFSRA signatories determine that the applicable environmental land use restriction or covenant is no longer necessary for the protection of human health and the environment, then documentation of that determination shall be provided to the GRANTOR in a form acceptable to GRANTOR. If GRANTOR concurs with that determination, then GRANTOR shall provide to the GRANTEE or its successors and assigns, a release of the applicable environmental restrictions or covenants in an appropriate form for recordation. No release of environmental restrictions or covenants shall extinguish or modify any covenants, assurance, or rights of access reserved or provided pursuant to CERCLA Section 120(h)(3) [42 U.S.C. § 9620(h)(3)] in any deed by which the GRANTOR conveys the Property.

I. LEAD-BASED PAINT (LBP). *[Where applicable]*

1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Pursuant to 40 CFR Section 745.113 and the FOST(s), the following notice is provided: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is

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notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. The GRANTEE will be responsible for managing all lead-based paint in compliance with all applicable federal, state and local laws and regulations.”

2. Due to the presence of lead-based paint on structures located on the Property, interim use of these structures as residential real property or child occupied facilities prior to any demolition or legally-required abatement of lead-based paint hazards is prohibited. The GRANTEE shall be responsible for managing all lead-based paint, including soil lead hazards resulting from release of lead to soil from lead-based paint on structures or GRANTEE's demolition activities, in compliance with the Residential Lead Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (“**Title X**”) and all applicable federal, state and local laws and regulations. The GRANTEE shall conduct soil sampling and, if necessary, remediation after demolition and removal of demolition debris and prior to occupancy of any newly constructed dwelling units in a manner consistent with Title X and Department of Housing and Urban Development guidelines.

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

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

5. The GRANTEE covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable Federal, State, and local laws

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relating to LBP. The GRANTEE acknowledges that the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, arising after the conveyance of the Property from the GRANTOR to the GRANTEE, whether the GRANTEE has properly warned, or failed to properly warn, the persons injured.

J. ASBESTOS CONTAINING MATERIALS. [Where applicable]

1. The GRANTEE is hereby informed and does acknowledge that asbestos or asbestos containing materials (“ACM”) have been found and are otherwise presumed to exist in buildings, structures, and steam lines on the Property. The location and condition of known ACM is documented in survey and remediation summary reports (Final 2009 Asbestos Reevaluation Report for Treasure Island and Yerba Buena Island dated February 2011). GRANTOR covenants that it has provided to the GRANTEE all documentation regarding the presence of any known ACM, and the GRANTEE acknowledges receipt of documentation disclosing the presence of any known ACM in the buildings, structures, and steam lines on the Property. The GRANTEE covenants that it will prohibit use or occupancy of buildings and structures that may be located on the Property or portions thereof containing known friable ACM prior to abatement of the friable ACM or demolition of the building or structure, as may be required by applicable law. The GRANTEE shall have the right to use all steam lines that may be located on the Property or portions thereof in accordance with applicable law.

2. The GRANTEE covenants and agrees that in its use and occupancy of the Property, including but not limited to demolition or handling of buildings or utilities containing ACM, it will be responsible for managing ACM and for complying with all applicable Federal, State and local laws relating to ACM. The GRANTEE acknowledges that the GRANTOR assumes no liability for costs of any kind or for damages for personal injury, illness, disability, or death to the GRANTEE, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or activity causing or leading to contact of any kind whatsoever with ACM in the improvements including, but not limited to, the utilities (both underground and above-ground) and structures on the Property, arising after the conveyance of the Property from the GRANTOR to the GRANTEE, whether the GRANTEE has properly warned, or failed to properly warn the persons injured.

K. NON-DISCRIMINATION. GRANTEE covenants not to discriminate upon the basis of race, color, religion, disability, sex, age or national origin in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The GRANTOR shall be deemed a beneficiary of this covenant

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without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

L. PESTICIDE NOTIFICATION. The GRANTEE is hereby notified that the Property may contain pesticide residue from pesticides that have been applied in the management of the Property. The GRANTOR knows of no use of any registered pesticide in a manner inconsistent with its labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. Section 136, et seq. It is the GRANTOR's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. Sections 96720(h)(3)(A)(ii), for the remediation of any registered pesticides applied in a manner consistent with its labeling and in accordance with FIFRA. GRANTEE reserves the right to assert that GRANTOR may have continuing obligations under Section 120(h)(3)(A)(ii) of CERCLA for the remediation of registered pesticides.

M. PETROLEUM CONTAMINATION. *[Where applicable, insert specific references to petroleum contamination sites and restrictions on the Property]*

N. POLYCHLORINATED BIPHENYLS. *[Where applicable, insert specific references to PCB sites and restrictions on the Property]*

O. GROUNDWATER WELLS. *[Where applicable, insert specific references to groundwater wells and restrictions on the Property]*

P. FEDERAL BRIDGE USE. *[Where applicable]* This Deed is subject to the terms of the Offer Of Compromise between the State of California and the Attorney General of the United States of December 16, 1938, defining the scope of the privilege of free passage upon, over and across the San Francisco-Oakland Bay Bridge for military, naval, and civilian personnel originally established in paragraph five (5) of the Joint Permit executed by the Secretary of War, the Acting Secretary of the Navy, and the State of California on August 20, 1932.

Q. ARC OF VISIBILITY. *[Where applicable]* As provided in the Treasure Island and Yerba Buena Island Design for Development Section T4.9, buildings whose height does not exceed the applicable maximum height on the Maximum Height Plan subject to projections permitted under Standard T4.4.5, but do exceed the applicable height on the Heights Requiring Consultation Plan inclusive of any projections, are permitted but require consultation with TIDA and the U.S. Coast Guard to determine whether the building may interrupt direct contact between the U.S. Coast Guard's Vessel Traffic Service (VTS) and vessels in the San Francisco Bay shipping channels. In the event that the consultation determines that the building would interrupt the VTS's direct contact, the applicant must alter the building so it does not do so or make other arrangements to avoid doing so; such arrangements may include but are not

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limited to: upgrading the VTS equipment, locating VTS equipment on the roof of the building, or relocating VTS equipment to a new location.

III. RESERVING UNTO GRANTOR:

A. *[Insert any easements or other rights being reserved including for utilities and roads and any terms and conditions to those easements, and attach any necessary exhibits. Such reservations may benefit, but are not limited to, the U.S. Coast Guard property on Yerba Buena Island consistent with Article 9 of the EDC Agreement.]*

IV. GRANTING UNTO GRANTEE:

A. *[Insert any easements or other rights being granted over remaining Navy property for utilities and roads serving the conveyed property and any terms and conditions to those easements; attach any necessary exhibits. In some cases, it may be preferable to grant such rights under a separate instrument.]*

V. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth in this Deed, unless subsequently released, are a binding servitude on the Property; shall inure to the benefit of the GRANTOR and GRANTEE, their successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code Section 1462 and 1471 and other applicable authority.

VI. LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this Deed:

- A. Exhibit "A" Legal Descriptions and Plats of the Property
- B. Exhibit "B" Notice Regarding Type, Quantity, Location and Time at which Hazardous Substances were Stored, Released or Disposed of on the Property, if any, and Table of Hazardous Substances Notification and Remedial Action Taken, if any
- C. Exhibit "C" Petroleum Contamination Site Legal Descriptions, if any
- D. Exhibit "D" Area Requiring Institutional Controls Legal Descriptions, if any

[SIGNATURE PAGE FOLLOWS]

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

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy

BY: _____
Name:
Title: Real Estate Contracting Officer

ACCEPTANCE:

The GRANTEE hereby accepts this Quitclaim Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions and reservations contained herein.

TREASURE ISLAND DEVELOPMENT AUTHORITY

BY: _____
Name:
Title:

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No: (_____)
APN No:

STATE California)SS
COUNTY _____)

On _____ before _____, Notary Public, personally

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 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 _____

This area for official notarial seal.

**TREASURE ISLAND QUITCLAIM DEED FOR PARCEL [_____]
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CERTIFICATE OF ACCEPTANCE

Government Code Section 27281

This is to certify that the interest in real property conveyed by the Quitclaim Deed for the Parcel [_____] from the United States of America to the Treasure Island Development Authority, a California non-profit public benefit corporation, Grantee, is hereby accepted by the undersigned officer, its _____, on behalf of the _____, pursuant to the authority conferred by Resolution No. _____, adopted on _____, and the Grantee consents to the recordation thereof, by its duly authorized officer. The Grantee hereby agrees to be bound by all the agreements, covenants, conditions, restrictions and reservations contained herein.

IN WITNESS WHEREOF, I have hereunder set my hand this ____ day of _____, 20__.

Approved As To Form:
DENNIS J. HERRERA, City Attorney

By: _____
Name:
Deputy City Attorney

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Name:
Title:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No: (_____)
APN No:

STATE California)SS
COUNTY _____)

On _____ before _____, Notary Public, personally

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 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 _____

This area for official notarial seal.