

Recorded at the Request of
Old Republic Title Company-
Oakland

117009334

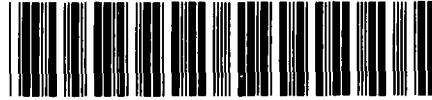
Portion, 620 Central Avenue (Neptune Pointe)
Alameda, CA 94501-3826
GSA Control No. 9-N-CA-1604-AA



2015305533

11/16/2015 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 0.00



14 PGS

RECORDING REQUESTED BY:

United States General Services Administration
Public Buildings Service
Office of Real Property Utilization & Disposal (9PZ)
50 United Nations Plaza (4th Floor North)
San Francisco, CA 94102-4912

**WHEN RECORDED, MAIL DOCUMENT
AND TAX STATEMENT TO:**

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605
Attn: Land Acquisition

Exempt from recording fees pursuant to
Government Code Section 27383

No tax due-R&T 11922
Government Agency Acquiring Title

PH
14
HT

Portion of APN: 074-1305-026

City of: Alameda.

QUITCLAIM DEED

This Quitclaim Deed is made this 9th day of November, 2015, by and between the **United States of America** (also referred to as the “**GRANTOR**” OR “**GOVERNMENT**”), acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of Chapter 5 of Title 40, U.S. Code, and regulations and orders promulgated thereunder, and East Bay Regional Park District, a California special district (hereinafter referred to as the “**GRANTEE**”).

NOW THEREFORE, the **GRANTOR**, for good and valuable consideration, as referenced in the settlement agreement entitled “Agreement between the State of California, the East Bay Regional Park District, and the United States of America”, dated October 20, 2015, regarding the disposition of a Declaration of Taking captioned as *United States v. 1.41 Acres*, filed on April 18, 2014 in federal court and docketed as N.D.Cal Civil Docket Number C 14-1781, subject to reservations, conditions and covenants set forth below, does hereby remise, release and forever quitclaim to the **GRANTEE**, all of **GRANTOR’S** right, title and interest in and to that certain real property (hereinafter “**Property**”), located in the County of Alameda,

State of California, as more particularly described in Exhibit "A-1" and shown on Exhibit "A-2" attached hereto and made a part hereof.

I. TOGETHER WITH all of GRANTOR'S right, title and interest in and to:

A. All buildings, facilities, roadways, utility systems, and other improvements and infrastructure located on the **Property**.

II. SUBJECT TO THE FOLLOWING RESERVATIONS:

A. **GRANTOR** hereby reserves for itself, as well as for any successors and assigns of all or any portion of the Retained Parcel (as defined below), for the benefit of the Retained Parcel a perpetual non-exclusive appurtenant easement to drain water over, across, through and under the **Property**, following historic patterns or through existing storm, drainage or flood control infrastructure. **GRANTOR** (as opposed to its successor in interest) shall not have any obligation for maintenance, repair or replacement of any such existing infrastructure within the **Property**. This reservation is intended to benefit that portion of 620 Central Avenue in Alameda, California, which the **GRANTOR** will continue to own following this conveyance (the "Retained Parcel"), as shown on Exhibit "B". **GRANTEE** acknowledges and agrees that the Retained Parcel may be subdivided and fully developed in accordance with applicable law for residential, commercial, government or other purpose by the **GRANTOR** or any successors in interest and assigns. The easement reserved in this reservation is for the benefit of the Retained Parcel and runs with the land. **GRANTOR**, its successors and assigns, and **GRANTEE** both understand and acknowledge that the **Property** and/or the Retained Parcel may be developed in the future. Upon such development, neither party will take action to modify or interfere with historic drainage flows unless drainage is provided in a reasonable manner, according to customary and reasonable drainage standards in place at the time of such development.

B. **GRANTOR** hereby reserves unto itself, non-exclusive easements for access and use of existing water (potable and fire suppression) infrastructure on the **Property** that provides for the delivery of water services to the Retained Parcel. Subject to the following, neither party, and their successors and assigns, shall take any action to block or interfere with water service (or any other utilities) to either the **Property** or the Retained Parcel. **GRANTEE** shall assume all expense in maintaining such water infrastructure during the time the Retained Parcel is owned by **GRANTOR**. In the event the **GRANTOR** or **GRANTEE** takes action to segregate the water infrastructure prior to any conveyance of the Retained Parcel, **GRANTOR** shall release this reservation upon segregation of water infrastructure. **GRANTOR** further reserves a 12 month temporary easement (commencing upon the recordation of this Deed and terminating 12 months thereafter) for the purposes of accessing and relocating any other utilities (excluding water) that benefit the Retained Parcel; in the event the **GRANTOR** fails to remove any utilities (excluding water) then those utilities are presumed to be abandoned in place. In the event the Retained Parcel is conveyed by **GRANTOR** to a third party prior to segregation of utilities as referenced in this paragraph, **GRANTOR'S** successor in interest shall be required to segregate any such water infrastructure at its expense within one year after issuance of building permits for development on the Retained Parcel, and this reserved easement shall terminate upon such segregation.

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

A. **GRANTEE** covenants and agrees that the conveyance is subject to any and all existing covenants, conditions, reservations, easements, restrictions, rights-of-way, rights, agreements, encumbrances, recorded or unrecorded, and to the reservations, rights and covenants set forth herein.

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 and no claim for any allowance or deduction upon such grounds will be considered. 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. **NOTICE OF THE PRESENCE OF ASBESTOS.** (a) **GRANTEE**, its successors and assigns, are warned that the **Property** contains asbestos-containing materials that are believed to be non-friable; (b) **GRANTEE**, its successors and assigns, shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the **Property**, including any asbestos hazards or concerns; (c) No warranties, either expressed 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 is or is not safe for a particular use. The failure of **GRANTEE**, its successors and assigns, to inspect or to be fully informed as to the condition of all or any portion of the **Property** shall not constitute grounds for any claim or demand against **GRANTOR**; (d) The description of the **Property** set forth, and any other information provided herein with respect to said **Property** was based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including, but not limited to, the agency having custody over the **Property** and/or any other Federal agency, shall not constitute grounds or reason for any claim by **GRANTEE**, its successors and assigns against **GRANTOR**, including, without limitation, any claim for allowance, refund, or deduction from the purchase price; (e) **GRANTOR** assumes no liability for damages for personal injury, illness, disability or death to **GRANTEE** or to **GRANTEE**'s successors, assigns, employees, invitees, or 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 asbestos on the **Property**, whether **GRANTEE**, its successors or assigns has properly warned or failed to properly warn the individual(s) injured; (f) **GRANTEE** further agrees by acceptance of this instrument of conveyance for itself, its successors and assigns, and each successor in interest to the **Property**, or any portion thereof, that in its use and occupancy of the **Property**, it will comply with all Federal, State, and local laws relating to asbestos.

D. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT. (a) GRANTEE hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d (“**Title X**”), of the presence of any known lead-based paint and/or lead-based paint hazards in buildings constructed prior to 1978 on the **Property**; (b) GRANTEE covenants and agrees that in any improvements on the **Property** defined as target housing by Title X and constructed prior to 1978, lead-based paint hazards will be disclosed to potential occupants in accordance with Title X before any use of such improvements as a residential dwelling. Moreover, GRANTEE covenants and agrees, for itself and its assigns, that in any improvements on the **Property**, lead-based paint hazards will be abated in accordance with Title X before use and occupancy of such improvements as residential dwellings; (c) 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 relating to lead-based paint; and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, its successors or assigns, or 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 lead-based paint on the **Property** described in the Quitclaim Deed, whether GRANTEE, its successors or assigns has properly warned or failed to properly warn the individual(s) injured. GRANTEE further agrees to indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazards on the **Property**; (d) GRANTEE covenants and agrees that it will comply with all Federal, State, local, and any other applicable law(s) regarding the lead-based paint hazards with respect to the **Property**.

E. HAZARDOUS SUBSTANCES

1. NOTICES REGARDING HAZARDOUS SUBSTANCE ACTIVITY.

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, Grantor gives notice that the attached Exhibit “C” provides an index of environmental conditions and investigative and cleanup actions taken with respect to the **Property** and that the attached Exhibit “D” contains a table with (to the extent such information is available): (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the **Property**; (2) the time such storage, release or disposal took place; and (3) a description of the remedial action taken, if any.

2. CERCLA COVENANT. GRANTOR warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. GRANTOR warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the **Property** on the date of this conveyance.

A. This covenant shall not apply:

1. in any case in which **GRANTEE**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**

2. to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

B. In the event **GRANTEE**, its successor(s) or assign(s), seeks to have **GRANTOR** conduct any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its successor(s) or assign(s), shall provide **GRANTOR** at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

1. the associated contamination existed prior to the date of this conveyance; and
2. the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its successor(s) or assign(s), or any party in possession.

F. ACCESS RESERVATION. **GRANTOR** reserves a right of access to all portions of the **Property** for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the **Property** and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

G. NOTICE REGARDING THE PRESENCE OF MOLD. (a) The GRANTEE is notified that various forms of mold are present at various locations in the subject building(s) on the Property. Results of previous studies performed by the United States are available to the GRANTEE. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). The Federal and State government have not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores. (b) Information provided to the grantee with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but 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, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the GRANTEE, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.


IV. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth in this Quitclaim 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.

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

- A. Exhibit "A-1" – Legal Description of the Quitclaim Parcel
- B. Exhibit "A-2" – Map of the Quitclaim Parcel
- C. Exhibit "B" – Map of the Retained Parcel
- D. Exhibit "C" – Listing of Environmental Documents
- E. Exhibit "D" – Hazardous Substances Notification

IN WITNESS WHEREOF, THE GRANTOR has caused this indenture to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

BY: 
CLARK VAN EPPS
Director, Property Utilization and Disposal Division
U.S. General Services Administration

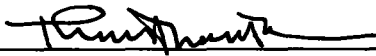
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California
County of SAN FRANCISCO

On NOV 9, 2015 before me, THUY THANH TA, Notary Public, personally appeared CLARK IAN EDPS 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: 
Name: THUY THANH TA
(typed or printed)

(Seal)

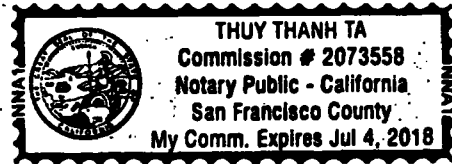


EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE QUITCLAIM PARCEL

All that real property in the County of Alameda, State of California, being a portion of Parcel 1, as said parcel is described in the Final Judgment of the Declaration of Taking done June 5, 1944, and recorded September 18, 1944 at Page 384, Book 4595, Official Records of Alameda County, said Parcel 1 also being a portion of the Salt Marsh and Tide Lands shown on the map prepared by the order of the Board of Tideland Commissioners of San Francisco Bay, approved November 27, 1871, and filed in the Office of the Department of Finance, State Lands Commission, (formerly the office of the Surveyor General), entitled "Map No. 2 of Salt Marsh and Tide Lands, situate in the County of Alameda, State of California, 1871", and also as indicated on the map filed in the office of the Department of Finance, State Lands Commission, entitled "Sale Map No. 10 of Salt Marsh and Tide Lands situate in the County of Alameda, State of California", comprised of a portion of Tidelands Lot 23 in Section 11, in Township 2-South, Range 4 West, M.D.M., and particularly described as follows:

Beginning at the southwest corner of Parcel 2, commonly known as McKay Avenue, as said Parcel 2 is described in the Corrected Quitclaim Deed to the State of California recorded May 20, 1969 on Reel 2405, Image 896, Alameda County Official Records, and delineated on Record of Survey No. 409, which was prepared at the request of the State of California and filed June 19, 1970 in Book 8 of Records of Survey, at Pages 15 and 16, Alameda County Recorder's Office. Said point of beginning being at the intersection of the following 2 courses and distances as shown on the said Parcel 2 described in the Corrected Quitclaim Deed and said Record of Survey No. 409: North 87°09'47" West, 60.00 feet and North 02°50'13" East 822.72 feet.

Thence from said point of beginning and leaving the said southwestern corner of Parcel 2 North 87°09'47" West, 220.41 feet along the boundary of Parcel 1, as described in the said Corrected Quitclaim Deed and delineated on said Record of Survey No. 409. Thence continuing along the boundary of said Parcel 1 the following 2 courses and distances: South 02°49'16" West 132.88 feet, and North 88°57'49" West 188.29 feet to a point on the easterly boundary of the Amended Map of Tract 3883, filed for record on January 30, 1980 in Book 115 of Maps at Pages 68 through 78. Thence leaving the boundary of said Parcel 1 northerly along the easterly boundary of said tract, North 01°03'08" East 483.22 feet. Thence leaving the easterly boundary of said tract South 87°09'52" East 423.62 feet along a wrought-iron fence to the westerly boundary of said Parcel 2, commonly known as McKay Avenue. Thence southerly along the westerly boundary of said Parcel 2 South 02°50'13" West 344.20 feet to the point of beginning.

Containing 169,827 square feet of land (3.899 acres), more or less.

The bearings shown hereon are based on said Record of Survey No. 409. The distances shown hereon are on the California State Plane Coordinate System, Zone III. Multiply the distances shown by 1.0000708 to obtain ground-level distances.

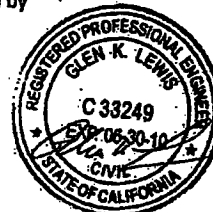


EXHIBIT "A-2"

MAP OF THE QUITCLAIM PARCEL

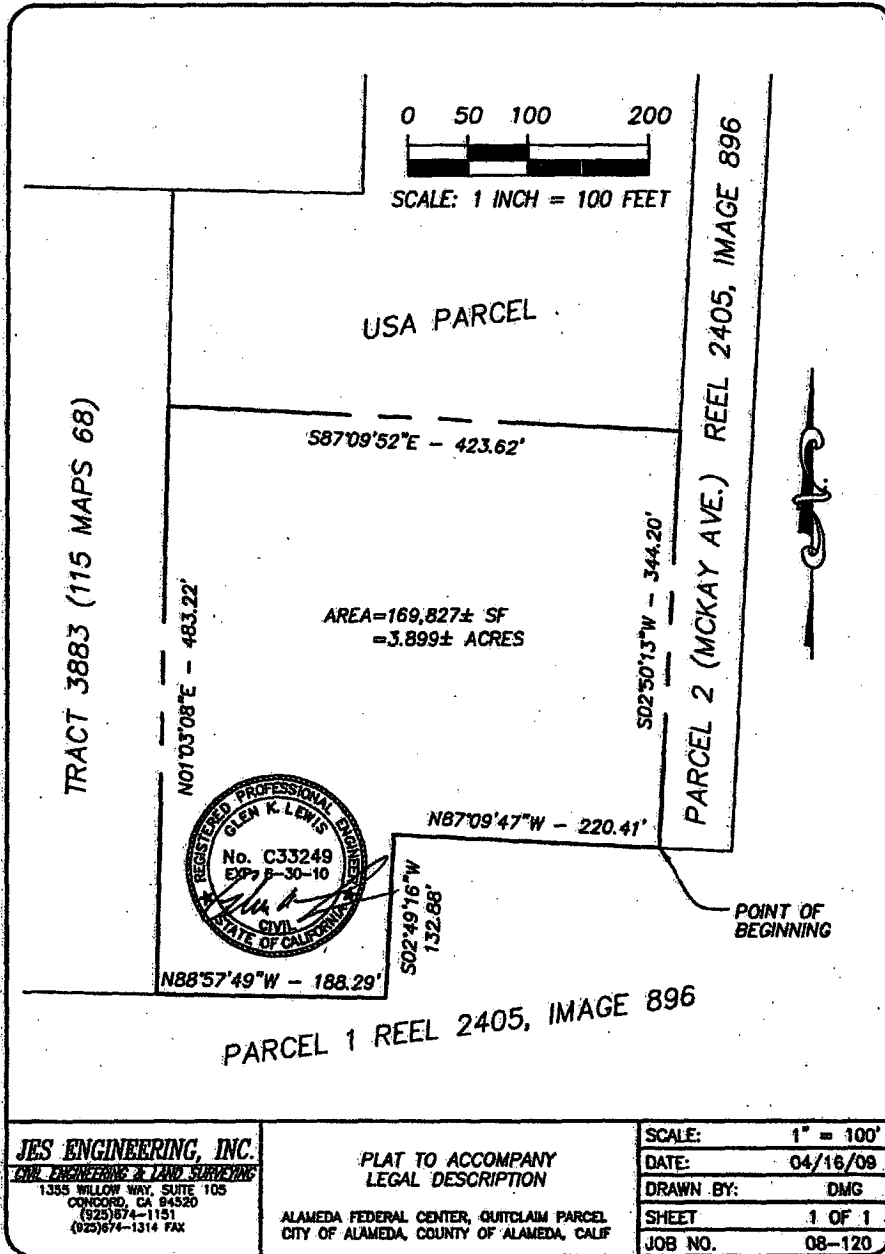


EXHIBIT "B"

MAP OF THE RETAINED PARCEL

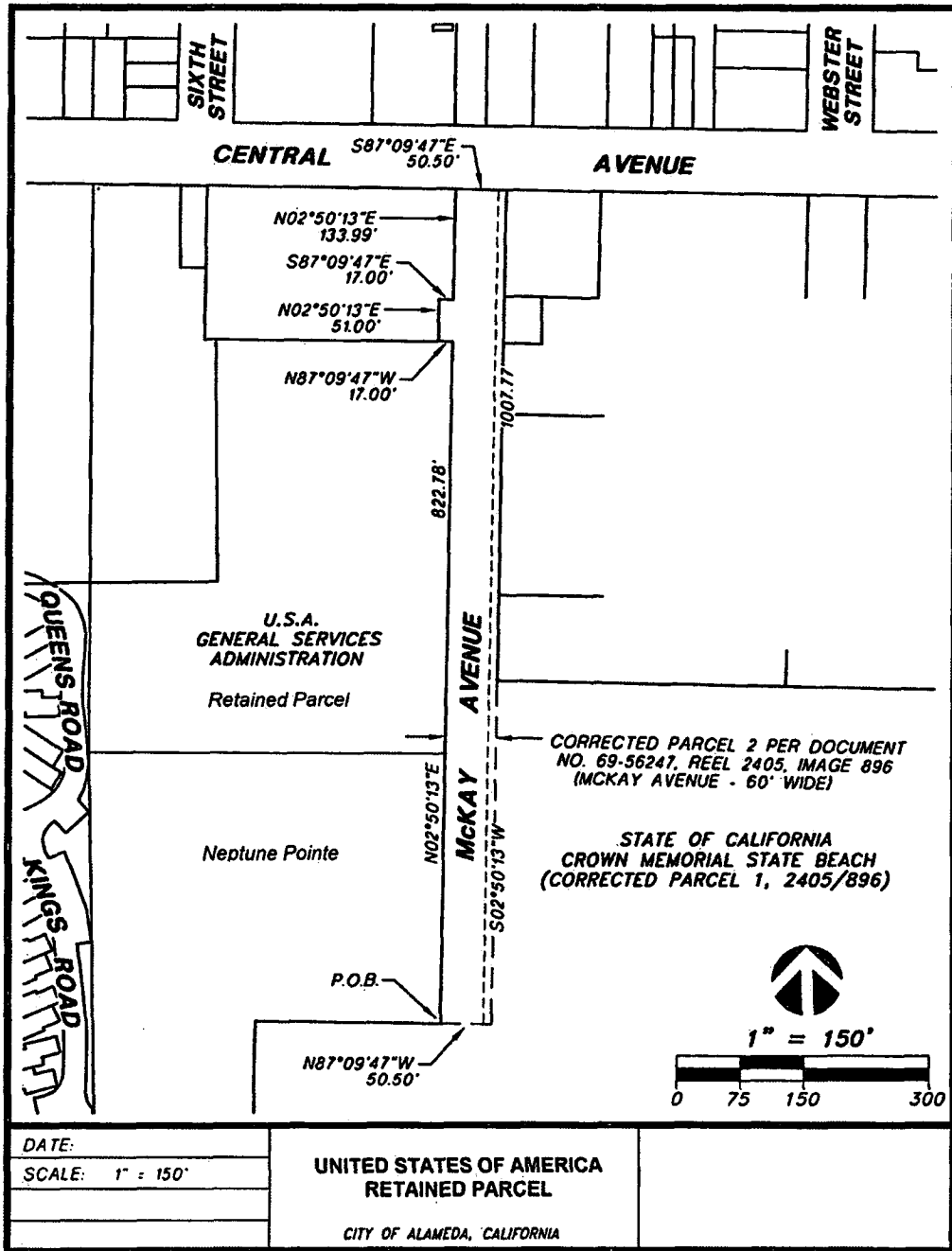


EXHIBIT "C"

LISTING OF ENVIRONMENTAL DOCUMENTS

Phase I Environmental Site Assessment Report, Alameda Service Center, Kleinfedler, November 14, 2002

Site Characterization Report Building 4 – Hydraulic Lift, Alameda Federal Center, Jonas & Associates Inc., April 2, 2003

Fuel Leak Site Case Closure, Alameda Federal Center, 620 Central Avenue, Case No. RO 0000048, Alameda County Environmental Health Services, dated August 15, 2003

Phase I Update Environmental Assessment, Alameda Federal Center, 620 Central Avenue, Alameda, California, Jonas & Associates Inc., September 22, 2005

Site Characterization Report, Alameda Federal Center, Building 4, Jonas & Associates Inc., February 5, 2008; Report from APSI dated January 2008

Case Closure Summary, Jonas & Associates Inc., dated September 26, 2008

No Further Action letter, SLIC Case RO 0002903, Alameda Federal Center, Former Motor Pool Building 4, Alameda County Environmental Health Services, June 24, 2009

Phase I Environmental Site Assessment, Alameda Federal Center Haley & Aldrich, June 15, 2010

EXHIBIT "D"

HAZARDOUS SUBSTANCES NOTIFICATION

A portion of the Property was formerly used as a motor pool facility (Building 4) for vehicle maintenance and repair prior to being demolished in 2007. The Property has been impacted by two areas with known historically recognized environmental conditions:

- 1) previously leaking underground storage tanks north of the former location of Building 4;
- 2) a pneumatic lift and associated pump previously located within Building 4.

Based on soil and groundwater sampling analysis results provided to the Alameda County Environmental Health Department (the local authority delegated oversight from the State of California), the County determined the case closed with regard to environmental condition No. 1 above on August 15, 2003. Environmental condition No. 2 received closure on June 24, 2009.

The County has concluded that residual levels of contamination remaining at the Property do not pose a significant threat to water resources, public health and safety, and the environment, and that no further investigation or cleanup is necessary.

The United States gives notice that the following hazardous substances that environmental investigations have revealed to be present in the soil and groundwater on the Property:

Total Petroleum Hydrocarbons quantified as diesel (TPHd) remains in soil up to 6,000 milligrams per kilogram (mg/kg) chromium;

Total Petroleum Hydrocarbons as hydraulic oil in soil at concentrations of up to 190 parts per million (ppm);

Residual metals pollution in soil at concentrations up to 2.9 ppm arsenic, 28 ppm chromium and 25 ppm vanadium;

Oil & Grease in soil at 6,300 mg/kg;

Benzene in soil at 0.0062mg/kg;

Low concentrations of other TPH products in soil;

Residual dissolved metals pollution remains in groundwater at concentrations of up to 6.8 parts per billion (ppb) lead and 30 ppb vanadium;

TPHd in groundwater at 720 micrograms per liter ($\mu\text{g/l}$) ;

Methyl tert butyl ether (MTBE) in groundwater at $7.1\mu\text{g/l}$; and Other low concentrations of TPH and halogenated compounds in groundwater.

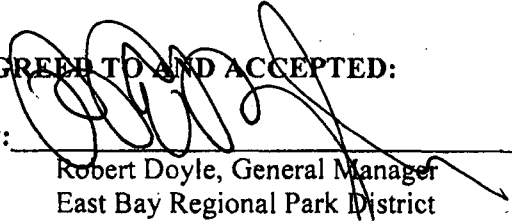
Although precise numbers of the amounts of these substances which were stored, treated or disposed on the Property cannot be detailed accurately, environmental studies of the Property have revealed the presence of these hazardous substances and the GRANTEE is therefore put on notice as to their existence and the current levels in the soil and groundwater.

Portion, 620 Central Avenue (Neptune Pointe)
Alameda, CA 94501-3826
GSA Control No. 9-N-CA-1604-AA

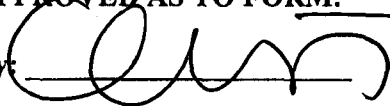
CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated 11/9/15 from the United States of America to the East Bay Regional Park District is hereby accepted by the undersigned officer on behalf the East Bay Regional Park District pursuant to the authority conferred by Res No. 2015-11-320 and the Grantee consents to recordation thereof by its duly authorized officer.

AGREE TO AND ACCEPTED:

By: 
Robert Doyle, General Manager
East Bay Regional Park District

APPROVED AS TO FORM:

By: 
DISTRICT COUNSEL

Date: 11/10/15

Date: 11/10/15