

Hamilton Square

Commercial/Retail Development Opportunity
2.7 +/- Acres
Former Hamilton Army Airfield
Novato, California

The U.S. General Services Administration, on behalf of the U.S. Department of the Navy, cordially invites your bid to purchase this premier 2.7 acre site located in the North Bay Area, which is designated for commercial development by the City of Novato, CA.

For more information or to arrange an inspection of the property, please contact:

Karen Hoover, Realty Officer
415-522-3428
1-888-472-5263 x3428
karen.hoover@gsa.gov

Charlene Larson, Realty Officer
415-522-3438
1-888-472-5263 x3438
charlene.larson@gsa.gov

Bid Hotline: 1-888-472-5263
Property Code 192
Bidder Fax: 415-436-7402

Additional information is available at:
<http://propertydisposal.gsa.gov/property>

Online Auction Information

<http://auctionrp.com>

Auction Starts: September 20, 2004
Auction Ends: Based on bid activity
Suggested Opening Bid: \$500,000
Registration Deposit: \$100,000
Minimum Bid Increments: \$25,000

Submit initial bids with deposits to:

Karen Hoover, Realty Officer
U.S. General Services Administration
Property Disposal Division (9PR)
450 Golden Gate Ave, 4th Floor East
San Francisco, CA 94102-3434

For more information on the online auction process, please contact Gina Arias-Arrieta at 888-GSA-LAND ext. 3431 or gina.arias-arrieta@gsa.gov

Table of Contents

Property Description	2
General Terms of Sale	4
Instruction to Bidders for Online Auction	8
Environmental Notices and Covenants	12
Attachment A - Deed	14
Attachment B – Documentation	28
Bidder Registration and Bid Form	30

Property Description

1. Location and Description

This 2.7 +/- acre site, herein called Hamilton Square is located at the corner of Main Gate Road and C Street in the former Hamilton Army Airfield, in Novato, CA. See page 3 for The Hamilton Square Site Plan. The site is improved with the 4,454 +/- square foot former Naval Exchange (NEX) gas station, Building 970. The building contains an administrative area as well as shop and garage space. Most of the equipment associated with the gas station has been removed, including the underground storage tanks.

Hamilton Square is located in the southeastern edge of the city of Novato, adjacent to San Pablo Bay, in Marin County, California, approximately 25 miles north of downtown San Francisco.

Much of the surrounding property has been developed into residential neighborhoods and more residential units are under construction. There is very little commercial and retail development in the vicinity of Hamilton Square.

2. Location

From US-101 (North or South) in Novato, California, exit Hamilton Field and follow Nave Drive to Main Gate Road. Enter Hamilton Field through Main Gate Road and make the first left at C Street. Hamilton Square is located on the corner of Main Gate Road and C Street.

3. Assessors Parcel Number

The Marin County Assessor has assigned the following assessor parcel number (APN) to the property:

(Portion) 157-980-02.

4. Legal Access

Legal Access to Hamilton Square is from Main Gate Road, a public road; at this time C Street is not a public road.

5. Existing Easements

The property will be sold subject to any and all existing covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, in favor of third parties, and to the easements, reservations, rights and covenants reserved by Grantor.

6. Utilities

The Government-owned utilities infrastructure which formerly served the property is abandoned and non-operational.

The property is currently served by the following public utilities:

Power and Natural Gas:
Pacific Gas and Electric 800-468-4753

Water, Sanitary and Storm Sewer:

North Marin Water District
999 Rush Creek Place Novato, CA 94945
Phone: 415-897-4133

7. Reuse

Within the Hamilton Army Airfield Final Reuse Plan, as amended in 1996 by the City of Novato's Hamilton Reuse Planning Authority, the Hamilton Square property is located within Planning Area 5 and is designated neighborhood commercial. See Paragraph 5 of General Terms of Sale for Zoning information and contacts.

The property will be subject to a covenant restricting residential uses as set forth in the deed attached hereto as Attachment A.

8. Property Documentation

Novato, Ca 94945-3230
 Phone: (415) 897-4341
 Fax: (415) 899-1487

Attachment B attached hereto is a list of all due diligence information available.

Documents are available for review at the onsite GSA sales office and most are available for purchase at:

Allegra Printing and Imaging
 47 Paul Drive, Suite 1
 San Rafael, CA 94903
 Attn: Stu Listug
 Phone: (415) 499-3300
 Fax: (415) 499-3311
marin@allegranet.com

The Finding of Suitability to Transfer (FOST), National Environmental Policy Act (NEPA) Record of Decision (ROD), Regional Water Quality Control Board Order – 00-064, and Human Health Risk Assessment and No Further Action letters are available for viewing and/or download at <http://propertydisposal.gsa.gov>.

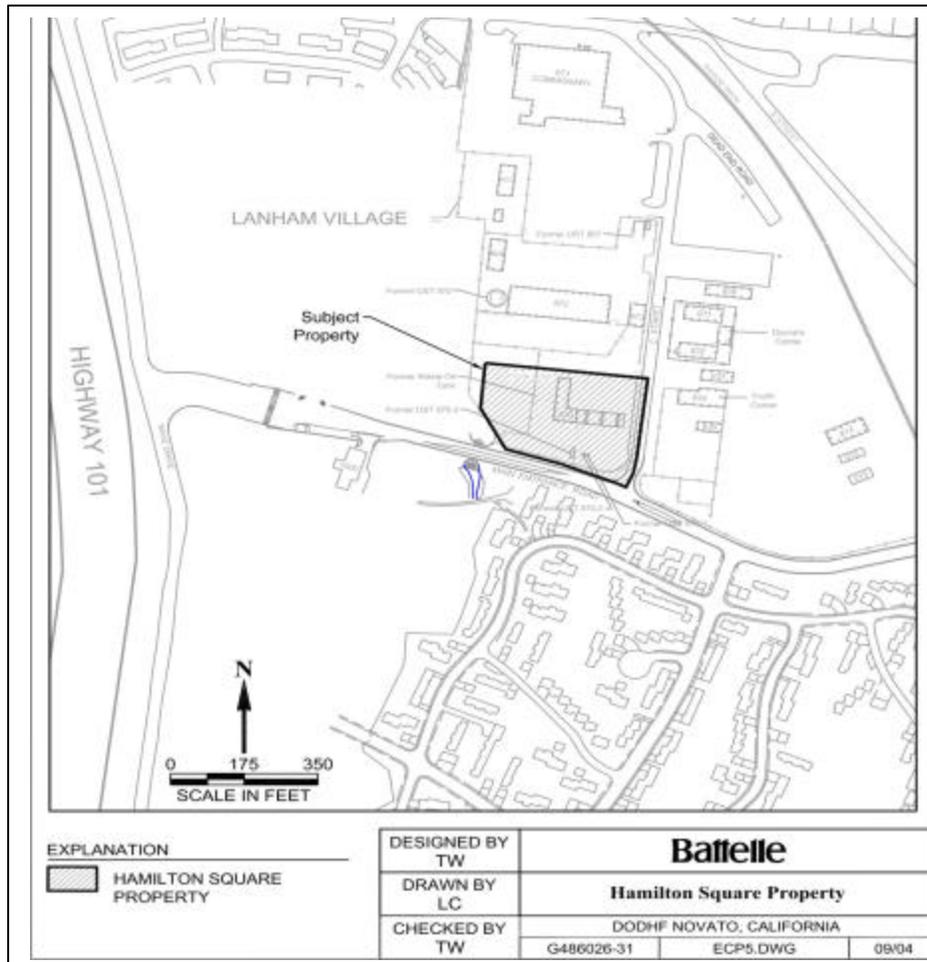
Additionally, a number of the environmental documents are available at the Navy's repository located at the South Novato Library, 6 Hamilton Landing, Suite 140A, Novato, CA 94049.

The Hamilton Army Airfield Final Reuse Plan can be purchased at:

City of Novato
 Community Development Dept.
 901 Sherman Avenue

Please call ahead for hours at (415) 506-3164 or check online at <http://co.marin.ca.us/library>.

Exhibit not to scale



General Terms of Sale

1. Term – “Invitation for Bids”

The term Invitation for Bids (“IFB”) as used herein refers to the foregoing IFB and its Property Description; General Terms of Sale; the Instructions to Bidders for Online Auction; the Deed; and the Environmental Notices and Covenants; any Exhibits including but not limited to the disclosure of information on Lead-Based Paint and/or Lead-Based Paint Hazards set forth herein; and any provisions of the Bid Form and Acceptance; all of which are attached to this IFB and by reference, the Finding of Suitability to Transfer (FOST) dated August 1, 2003, as amended, and is incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the close of the bidding.

2. Description in Invitation for Bids

The descriptions of the property set forth in the IFB and any other information provided therein with respect to said property are based on information available to the U. S. General Services Administration (“GSA”) Property Disposal Division and are 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, 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

Inspection of the property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or 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 for adjustment or withdrawal of a bid after the bid opening or auction.

Inspection opportunities are listed below. Additional site inspections will be conducted on an as needed appointment only basis.

Site Inspection Dates:

From 9:30 am to 1:30 pm

Tuesday - September 7 & 14, 2004

Friday – September 24, 2004

Wednesday – September 29, 2004

4. Condition of Property

The property, including existing Government owned utility systems, is offered for sale and will be sold “AS IS” and “WHERE IS” without representation, warranty, or guaranty 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 for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered after the bid opening or conclusion of an auction.

5. Zoning

The subject property is located within the City of Novato, California and is designated neighborhood commercial and zoned planned development. Neighborhood commercial is further explained in the Hamilton Army Airfield Final Reuse Plan, Section 3.4.2, page 3-9 and planned development is explained in Section 9.0, page 9-1.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sale agreement.

For more information, please contact the City of Novato:

Mr. Dave Wallace, Planning Manager
(415) 897-4341
dwallace@ci.novato.ca.us
www.ci.novato.ca.us/

6. Continuing Offers

Each bid shall be deemed to be a continuing offer for 60 calendar days after the date of bid submittal until the bid is accepted or rejected by the Government. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such acceptance.

7. Possession

The successful bidder agrees to assume possession of the Property as of the date of conveyance. The word "possession" shall mean either actual physical possession or constructive possession.

8. Taxes and Closing Costs

As of the date of the conveyance, the successful bidder shall assume responsibility for all general and special real and personal property taxes which have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the successful bidder.

9. Risk of Loss

As of the date of conveyance, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

In the event of a major loss or damage to the property improvements as a result of fire or other cause, during the period of time between acceptance of the bid by the

Government and the date of conveyance, such loss or damage shall not be considered grounds for invalidating the contract of sale or reduction of the purchase price.

10. Revocation of Bid and Default By Bidder

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

11. Government Liability

If the Bid for Purchase of Government Property is accepted by the Government and: a) Government fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the successful bidder ("Purchaser") for any reason, although Purchaser is ready, willing, and able to close, Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Government shall have NO further liability to Purchaser.

12. Title Evidence

The successful bidder, at its sole cost and expense, will procure any title evidence that the said bidder may desire. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, 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 that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

13. Title

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed as set forth in Attachment A. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

14. Tender of Payment and Delivery of Instrument of Conveyance

The Government shall set a sale closing date and said date to be not later than 60 calendar days after acceptance of the bid. Prior to closing, the successful bidder shall open an escrow account with a title company. On the closing date, the successful bidder shall tender to the escrow agent the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder, the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

15. Delayed Closing

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action 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 reserves the right to refuse a request for extension of closing.

16. Documentary Stamp and Cost of Recording

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal 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 successful bidder's expense. **A conformed copy of the recorded Quit Claim Deed shall be provided by the purchaser to GSA at the following address:**

U.S. General Services Administration
Property Disposal Division (9PR)
450 Golden Gate Avenue, 4th Floor
San Francisco, California 94102-3400
Attn: Clark Van Epps, Director

And To:

BRAC Program Management Office – West
1230 Columbia St., Suite 1100
San Diego, CA 92101
Attn: Alan K. Lee, BCM Novato

17. Contract

The Invitation For Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments 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. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without the consent of the Government, and any assignment transaction without such consent shall be void.

18. Sale and Conveyance

The sale and conveyance of the Property shall be made subject to the following:

- a. All covenants, easements, reservations, restrictions and encumbrances, whether of record or not.
- b. Any statement of facts, which a physical inspection and accurate survey of the property may disclose.

19. Officials Not To Benefit

No member of 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 there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

No U.S. Department of Defense (DOD) employee shall purchase, either directly or

indirectly through an agent or intermediary, any property that has been offered for sale by DOD or its agents.

General Services Administration employees are prohibited from bidding on the properties offered in the Invitation for Bids.

20. Anti-Trust Laws

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

Instruction to Bidders for Online Auction

1. Type of Sale

This sale will be an online auction conducted via the Internet and by submission of written bids or faxed bids. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced on the Internet and on a telephone hotline message with three days prior notice (see Paragraph 11, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

2. Terms of Sale

Bids to purchase must be on an ALL CASH basis only. No government credit terms are available. We have no information on the availability of private financing or on the suitability of this property for financing. Buyers are expected to arrange their own financing, and to pay the balance in full by the closing date.

3. Opening Bid

The suggested opening bid is \$500,000. This amount does not represent the value of the property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the property and reserves the right to reject any and all bids.

4. Registration Deposit Terms

a. A registration deposit in the amount of **One Hundred Thousand Dollars (\$100,000.00)**, must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check, U.S. Postal Service money order, or credit card (Visa or Mastercard). **Personal or company checks are not acceptable** and will be returned to the sender. To register to bid and if you are prepared to make an

initial bid, **please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send along with your Registration Deposit to:**

**GSA Office of Property Disposal
Division (9PR)
450 Golden Gate Ave., 4th Floor East
San Francisco, CA 94102-3434
Attn: Karen Hoover**

b. Please make checks or money order payable to: **"U.S. General Services Administration"**.

c. Deposits by credit card may be made over the Internet by following the instructions on the online auction site: <http://www.auctionrp.com> or by using the Registration Deposit by Credit Card form. Only upon GSA's verification of your registration deposit will you be allowed to bid online or by submission of a written or faxed bid.

d. Within ten (10) calendar days of acceptance of a bid by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the registration deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of the bid.

e. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

f. Appropriate registration deposits accompanying bids that are rejected will be returned to bidders without interest.

g. Registration deposits received from the two highest bidders will be held as stipulated in **Paragraph 14, Backup Bidder**. All other registration deposits will be returned.

5. Bidder Registration and Bids

a. Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. **Bidder registration and bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.** Additional bid forms are available upon request or you may photocopy the forms in this IFB.

b. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Form must be signed and dated.

c. To register online, bidders should return To GSA their original signed and completed Bidder Registration and Bid Form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

6. User Identification and Password

User Identification ("ID") and Password are used to register online and to place bids online. If you register online, you will be required to assign your own User ID and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.** If you do not register online, a User ID and password can be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID will be used to identify

the bidders on the recorded hotline and on our auction web page, www.auctionrp.com

7. Bidding in General

a. Bids may be delivered to our office either in person, by fax, by U.S. Mail, by private delivery services, or via the Internet at <http://www.auctionrp.com>

b. Bidders who registered online may increase their bids by following the instructions at auctionrp.com/sf/. They may also submit increased bids in person, by fax, mail or private delivery services. By submitting your bid through auctionrp.com, you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

c. Bids must be submitted without contingencies.

d. Bids (mail or faxed bidders) that are not submitted on GSA forms will be rejected.

8. Faxing your Bid

a. Bids by fax may be made with a credit card (either Visa or MasterCard) by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. **The 24-hour fax number for increased bids or initial bids is (415) 436-7402.**

b. A bid submitted by fax must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:

1. Receipt of a garbled or incomplete bid.
2. Availability or condition of the receiving facsimile equipment.

3. Incompatibility between the sending and receiving equipment.
4. Delay in transmission or receipt of bid.
5. Failure of the bidder to properly identify the bid.
6. Illegibility of bid.
7. Security of bid data.

c. If your fax bid is not reflected on the 24 hour Bid Hotline recording or on the web page, and your bid is higher than the announced bid, you must call GSA at **1-888-472-5263 (GSA-LAND)**, ext. 3428 for Karen Hoover or ext. 3431 for Gina Arias-Arrieta for verification that your bid was received.

9. Daily Bidding Results

Bidders may call GSA's 24-hour bid hotline at **1-888-472-5263 (GSA-LAND)** and **Enter Property Code #192** to hear the current high bid. Bidders may visit our webpage at <http://propertydisposal.gsa.gov> or our online auction web site at <http://www.auctionrp.com> to obtain current bidding information. The bid hotline and GSA Internet Home Page will be updated each Monday morning (excluding Federal Holidays) with the highest bid received over the weekend, and whenever new high bids are received during normal business hours. Bidders will be notified via the hotline recording and the web page when bidding will be closed. **If your bid is not accurately shown on the web page, call GSA at 1-888-472-5263 (GSA-LAND), ext. 3428 or 3431 for assistance.** Bidders are urged to pay close attention to the recording and web page, which will contain new, revised and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

10. Increasing Your Bid

If you learn from the recorded message, or from the web page, that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is

closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. Increased bids must be submitted on the official GSA bid forms unless you are bidding online. Official bid forms may be photocopied. **Increased bids must be at least Twenty Five Thousand Dollars (\$25,000.00) more than the previous high bid in order to be considered.** The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted bid, bidders may use one of the following methods: in person, U.S. mail, by fax, private delivery services or online at <http://www.auctionrp.com>. In the event that two bids of equal value are received via U.S. Mail, fax, on-line, etc., the first bid received will be recognized.

11. Call for Final Bids

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page and on the bid hotline recording. On that date, if no increased bid is received by 3:00 P.M., Pacific Daylight Time (PDT), then bidding will close at 3:00 P.M. and consideration will be given to selling the property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued over the next business day on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 P.M. on that day. There is no advantage to waiting until the last minute to bid.

12. Bid Executed on Behalf of Bidder

a. 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.

b. If the bidder is a corporation, the Certificate of Corporate Bidder 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.

c. 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.

13. Waiver of Informalities and Irregularities

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

14. Backup Bidder

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second-highest bidder's bid may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased his/her initial bid deposit to the required 10% of the purchase price. Subsequently the bid deposit of the second-high bidder

will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

15. Acceptable Bid

A bid received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered, is an acceptable bid.

16. 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 his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid 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.

17. Additional Information

The GSA issuing office, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the property offered 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.

Environmental Notices and Covenants

1. Environmental Review

The Department of the Navy analyzed the impacts of the disposal and reuse of the property in the Final Environmental Impact Statement (EIS) for the Disposal and Reuse of the Department of Defense Housing Facility Novato, California dated November 1997 as required by the National Environmental Policy Act (NEPA). The NEPA Record of Decision can be downloaded from our website <http://propertydisposal.gsa.gov>.

2. Finding of Suitability to Transfer

The Department of the Navy has completed a Finding of Suitability to Transfer (FOST) and Environmental Baseline Survey (EBS) reports that are referenced in the FOST. The FOST sets forth the basis for the Government's determination that the Property is suitable for transfer pursuant to 42 U.S.C. Section 9620(h). The Bidder is hereby made aware of the information, restrictions, notifications and conditions contained in the FOST. Bidders are encouraged to review the FOST and EBS before making a bid. The FOST can be downloaded from our website <http://propertydisposal.gsa.gov>

3. Notice of the Presence of Lead Based Paint (LBP) and Covenant

As set forth in the deed attached hereto as Attachment A the Government informs the Grantee and acknowledges that lead based paint is presumed to exist in buildings and structures on the Property.

4. Asbestos and Asbestos Containing Material

As set forth in the deed attached hereto as Attachment A the Government informs the Grantee and acknowledges that asbestos and/or asbestos containing materials have been found and are otherwise presumed to exist in buildings and structures on the Property.

5. Prohibited Uses

As set forth in the deed attached hereto as Attachment A the Grantee will covenant and agree that it shall not construct and occupy residential structures, hospitals for humans, schools for persons under 21 years of age, or daycare centers for children on the Property.

6. Soil and Groundwater Management

The Property is affected by petroleum contamination in soil and groundwater. The direction of groundwater flow beneath the Property is toward the north. Of the constituents in the petroleum groundwater plume beneath the Property, the primary contaminants of concern are benzene and methyl tertiary butyl ether (MTBE).

As set forth in the deed attached hereto as Attachment A the Grantee will covenant and agree to certain prohibitions on activities that disturb the soil below certain depths without prior written approval from the Government and regulatory agencies.

The Grantee will further covenant and agree to certain prohibitions on dewatering activities, disturbing or using existing groundwater wells, installing groundwater production wells and other activities that could affect the gasoline constituent groundwater plumes unless approved by the Government and regulatory agencies.

7. Access and Ongoing Corrective Actions

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

The Government has made available the latest information regarding the ongoing corrective actions at the following web link to the June

2004 newsletter:
<http://www.efds.w.navy.mil/Environmental/pdf/nvfs0604.pdf>

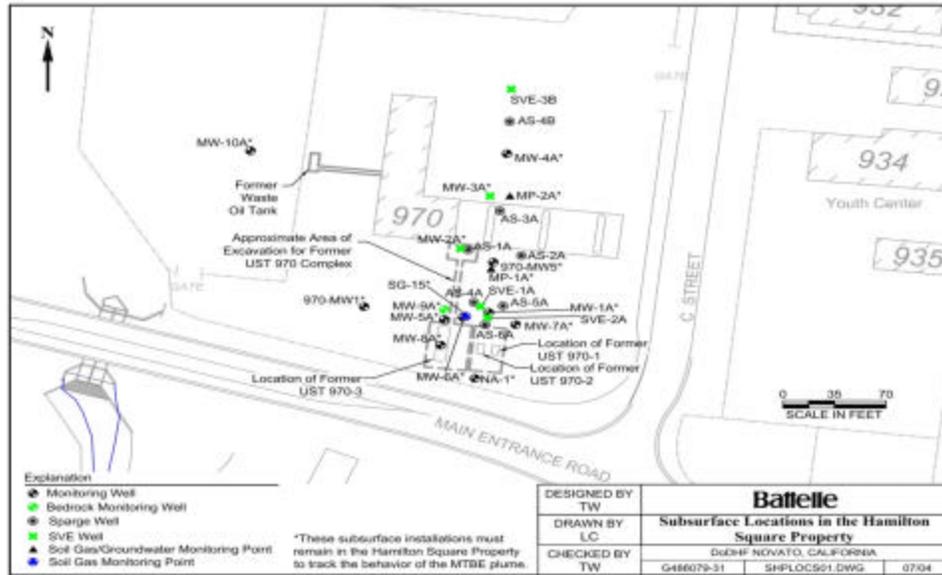
Please contact the Department of Navy, BRAC Environmental Coordinator if you have additional environmental questions:

Ms. Jennifer Valenzia
 jennifer.valenzia@navy.mil.

See below for location of monitoring wells.

8. Hazardous Substance Notification

As set forth in the deed attached hereto as Attachment A the Government has identified hazardous substances that were stored for one year or more, known to have been released, or disposed of on the Property.



Location ID	Northing ^(a)	Easting ^(a)	Total Depth (ft bgs)	Description
970-MW1*	572882.38	1416742.65	20.5	4-in. PVC
970-MW5*	572919.39	1416830.63	20.5	4-in. PVC
AS-1A	572929.68	1416813.54	18	1-in. PVC
AS-2A	572924.91	1416849.77	17.5	1-in. PVC
AS-3A	572962.32	1416835.14	17	1-in. PVC
AS-4A	572885.95	1416817.41	18	1-in. PVC
AS-5A	572883.01	1416837.28	19	1-in. PVC
AS-6A	572867.37	1416825.11	18	1-in. PVC
AS-4B	573036.68	1416841.78	19	1-in. PVC
MP-1A*	572912.99	1416829.21	14.5	1/4-in. tubing 1-in. PVC
MP-2A*	572973.9	1416841.98	16	1/4-in. tubing 1-in. PVC
MW-1A*	572877.5	1416827.81	17	2-in. PVC
MW-2A*	572930.79	1416808.4	14.5	2-in. PVC
MW-3A*	572974.62	1416828.46	15	2-in. PVC
MW-4A*	573009.86	1416839.91	16	2-in. PVC
MW-5A*	572871.82	1416797.3	14	2-in. PVC
MW-6A*	572870.81	1416813.58	15	2-in. PVC
MW-7A*	572868.13	1416845.86	17	2-in. PVC
MW-8A*	572851.31	1416795.2	14	2-in. PVC
MW-9A*	572879.2	1416804.34	32	1-in. PVC
MW-10A*	573012.33	1416865.35	16	1-in. PVC
NA-1*	572822.62	1416818.19	14	1-in. PVC
SVE-1A	572882.62	1416822	17	4-in. PVC
SVE-2A	572873.48	1416826.69	19	4-in. PVC
SVE-3B	573063.62	1416842.88	19	4-in. PVC
SG-15*	NA	NA	3	1/4-in. tubing

Exhibits not to scale

Notes:
 ft bgs = feet below ground surface
 NA = not available
 * = These subsurface installations must remain undisturbed in the Hamilton Square Property to track the behavior of the MTBE plume.
 (a) = Northing and easting coordinates are based on the North American Datum of 1927 (NAD27)

Attachment A– Deed

**QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTIONS PURSUANT TO CALIFORNIA
CIVIL CODE SECTION 1471
FOR HAMILTON SQUARE PARCEL –NOVATO, CALIFORNIA**

This Deed is made this ____ day of _____, 2004, by and between the **United States of America**, acting by and through the Department of the Navy, hereinafter called **GRANTOR**, and _____ hereinafter called **GRANTEE**.

WITNESSETH:

WHEREAS in response to GRANTOR'S Invitation For Bids No. 9PR-2004-192, GRANTEE offered to purchase a portion of the former Department of Defense Housing Facility Novato ("DODHF"), which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1993, as amended ("Base Closure Act"), and which no longer is required for military purposes; and

WHEREAS, GRANTOR is authorized to convey such property at DODHF to the GRANTEE pursuant to the Base Closure Act; and

WHEREAS, GRANTOR has completed remedial actions on the property to be conveyed to GRANTEE herein that are necessary to provide the covenant required by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9620(h)(3)(A)(ii)(I); and

WHEREAS, GRANTOR has found and determined that the property is suitable for transfer pursuant to the Finding of Suitability to Transfer (FOST), dated 1 August 2003, and the First Amendment to the FOST, dated 15 September 2003; and

WHEREAS, Pursuant to California Civil Code § 1471, GRANTOR has determined that it is reasonably necessary to impose certain restrictions on the use of such property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the property described hereinafter with particularity.

NOW, THEREFORE, GRANTOR, for good and valuable consideration of _____ in lawful money of the United States of America, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property, comprising approximately 2.7 acres, more or less (hereinafter called "Property"), as more particularly described in Exhibit "A," 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.

B. All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges, appurtenance and other rights belonging or related thereto.

C. All rights to minerals, gas, oil and water.

II. SUBJECT TO THE FOLLOWING RESERVATION, NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against GRANTEE, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, 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, and any facts which a physical inspection or accurate survey of the premises may disclose. Failure of GRANTOR to insist in any one or more instances upon complete performance of any of the covenants or conditions of this quitclaim deed will not be construed as a waiver or a relinquishment of the future performance of such covenants or conditions, but the obligations of GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

B. Except as otherwise provided herein, or as otherwise provided by law, 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 GRANTOR regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions. GRANTEE further acknowledges that GRANTOR shall not be liable for any latent or patent defects in the Property, except to the extent provided herein, or as otherwise required by law.

C. A FOST and a First Amendment to the FOST have been completed and an Environmental Baseline Survey ("EBS") and a Supplemental EBS report are referenced in the FOST. The FOST and EBSs reference environmental conditions on the Property. GRANTEE acknowledges that it has received copies of the EBSs, the FOST and the First Amendment to the FOST, and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

D. NON-DISCRIMINATION COVENANT. GRANTEE covenants for itself, and its assigns and every successor in interest to the Property hereby conveyed, or any part thereof, as a covenant running with the land 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 their 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 to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant 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.

E. FEDERAL AVIATION ADMINISTRATION COVENANT. GRANTEE covenants for itself, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration ("FAA") in accordance with Title 14 of the Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

F. LEAD BASED PAINT.

(1) GRANTEE hereby is informed and does acknowledge that Lead Based Paint ("LBP") is presumed to exist in the building and structures on the Property. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

(2) GRANTEE covenants and agrees for itself, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land that in its use and occupancy of the Property, it will comply with all applicable Federal, State and local laws relating to LBP. GRANTEE acknowledges that GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to 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 GRANTOR to GRANTEE, regardless of whether GRANTEE has properly warned, or failed to properly warn, the persons injured.

G. ASBESTOS AND ASBESTOS CONTAINING MATERIALS.

(1) GRANTEE hereby is informed and does acknowledge that asbestos or asbestos containing materials ("ACM") have been found and are otherwise presumed to exist in the building and structures on the Property. GRANTEE acknowledges receipt of certain documentation, which is described more particularly in Exhibit "C", disclosing the presence of any known asbestos or ACM hazards in buildings and structures on the Property. GRANTEE covenants for itself, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land that it will prohibit occupancy of the building and structures, or portions thereof, containing known asbestos or ACM hazards prior to abatement of such hazards or demolition of the building or structure.

(2) GRANTEE covenants and agrees for itself, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land that in its use and occupancy of the Property, including but not limited to demolition of the building containing ACM, it will comply with all applicable Federal, State and local laws relating to ACM. GRANTEE acknowledges that GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to 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 structures on the Property, arising after the conveyance of the Property from GRANTOR to GRANTEE, regardless of whether GRANTEE has properly warned, or failed to properly warn, the persons injured.

H. PROHIBITED USES. The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that the Property shall not be used for the following purposes:

(1) A residence including any mobile home or factory built housing constructed or installed for use as residential human habitation.

(2) A hospital for humans.

(3) A school for persons under 21 years of age.

(4) A daycare center for children.

I. SOIL AND GROUNDWATER MANAGEMENT.

(1) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that it will prepare and obtain GRANTOR, California Department of Toxic Substances Control (DTSC), and California Regional Water Quality Control Board ("RWQCB") concurrence on a dewatering plan prior to conducting any dewatering activities on the Property.

(2) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that it shall not disturb or use existing groundwater monitoring or other test wells on the Property without the prior written approval of the GRANTOR, DTSC, and RWQCB.

(3) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that it shall not install groundwater production wells nor use the groundwater for residential, municipal, agricultural, or industrial uses without the written approval of the GRANTOR, DTSC, and RWQCB; and

(4) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that it shall not conduct actions on the Property which could affect the gasoline constituent groundwater plumes (e.g., construction or creation of groundwater recharge areas, surface impoundments, or disposal trenches), unless conducted in accordance with a workplan prepared by GRANTEE and approved by GRANTOR, DTSC, and RWQCB.

(5) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that it will not conduct activities which will disturb the soil at or below 5 feet below current ground surface (e.g., excavation, grading, removal, trenching, filling, earth movement, or mining) on the entire Property without a soil management plan and a health and safety plan prepared by GRANTEE and approved by GRANTOR, DTSC, and RWQCB. GRANTEE shall submit written notification and request for approval of the aforementioned plans no later than thirty days prior to the date on which the GRANTEE desires to commence the proposed restricted activity.

(6) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that it will not conduct activities which will disturb the soil at or below 3 feet below current ground surface in the area of known residual contamination on the Property beneath the foundation of Building 970, which is more particularly described in Exhibit "B", without a soil management plan and a health and safety plan prepared by GRANTEE and approved by GRANTOR. The GRANTEE shall submit written notification and request for approval of the aforementioned plans no later than thirty days prior to the date on which the GRANTEE desires to commence the proposed restricted activity.

(7) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that removal and disposal of contaminated soil or groundwater shall be conducted in accordance with all applicable Federal, State, and local regulations governing removal, transport, and disposal of hazardous substances and hazardous waste.

J. ACCESS AND ONGOING CORRECTIVE ACTIONS.

(1) GRANTEE agrees on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that GRANTOR, or its officers, agents, employees, contractors and subcontractors, or any Federal, State or local regulatory agency, shall have the right, upon reasonable notice to the GRANTEE, to enter and inspect the Property to ensure the viability of the selected land use controls as set forth in this Deed, or to perform ongoing corrective actions. The ongoing corrective actions include sampling and maintenance of subsurface groundwater wells and soil-gas probes as described in *Corrective Action Plan (CAP) for Groundwater for Former Underground Storage Tank Site 957/970 at Department of Defense Housing Facility Novato of March 2002*, which the CAP is referenced in the FOST.

(2) GRANTEE agrees on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that construction and/or operations on the Property shall not interfere with said ongoing corrective actions being conducted by or for the GRANTOR or any Federal, State, or local regulatory agency. The GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between necessary ongoing remedial and corrective actions being conducted by the GRANTOR at the Property, and the operations and construction activities of the GRANTEE, and its successors and assigns.

K. COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA) RESPONSE CLAIMS AND SECTION 120h PROTECTIONS:

Pursuant to Title 42 U.S.C. Section 9620 (h)(3)(A) of CERCLA, as amended, the following notices, assurances, covenants and declarations apply to the Property.

(1) Hazardous Substance Notification. Pursuant to 42 U.S.C. Section 9620(h)(3)(A), and the provisions of 40 C.F.R. Part 373, notice is hereby provided that hazardous substances were stored for one year or more, known to have been released, or disposed of on the Property. The information contained in this notice is required by regulations promulgated under Section 120(h) of CERCLA. The GRANTOR has made a complete search of its files and records concerning the Property. Based upon that search, the type and quantity of such hazardous substances, the time the storage, release, or disposal took place to the extent such information is available, and (3) a description of the remedial action taken, if any, is set out in Exhibit "D." (2) Warranty. GRANTOR warrants for the benefit of GRANTEE, its successors and assigns, that all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the Property, has been taken before the date of this Deed.

(3) Additional Remediation Obligation. GRANTOR covenants for the benefit of GRANTEE, its successors and assigns, as a covenant running with the land, that GRANTOR shall conduct any additional remedial action found to be necessary after the date of this Deed for any hazardous substance existing on the Property prior to the date of this Deed. This covenant shall not apply to the extent that the GRANTEE caused or contributed to any release or threatened release of any hazardous substance, pollutant, or contaminant.

(4) Access. GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that the United States and its agencies, officers, agents, employees, contractors and subcontractors shall have the right, upon reasonable notice to GRANTEE, its successors and assigns, to enter upon the Property, in any case in which remedial action or corrective action is found to be necessary at such Property after the date of this Deed, or such access is necessary to carry out remedial action or corrective action on adjoining property. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, GRANTOR shall give to GRANTEE, its successors and assigns, reasonable notice of actions to be taken related to such remedial action or corrective action necessary at the Property, or on adjoining property and shall make reasonable efforts to minimize interference with the use of the Property, by GRANTEE, its

successors and assigns. Neither GRANTEE nor its successors and assigns shall have any claim on account of such entry against the United States, or any of its agencies, officers, agents, employees, contractors or subcontractors.

(a) The right to enter described herein shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, testpitting, boring and other similar activities. Such right also shall include the right to construct, operate, maintain or undertake any other necessary remedial or corrective action including, but not limited to, monitoring wells, extraction wells treatment facilities, and the installation of associated utilities.

(b) In connection with GRANTOR's remedial or corrective actions described herein, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that it shall comply with those provisions of any health and safety plan applicable to GRANTEE, that is in effect during the course of any such action.

(5) Notification. GRANTEE agrees, on behalf of itself and its successors and assigns, as a covenant running with the land, that it shall:

(a) Notify GRANTOR in writing within 90 days after learning of any previously unidentified condition of the Property that suggests a response action is necessary, or, within 15 days after receiving notice of a claim by Federal, State or local regulators, or other third parties, of the existence of any condition on the Property that suggests a response action is necessary. If GRANTEE, or its successors and assigns, is served with a complaint or written notice of a claim by Federal, State or local regulators, the served party shall provide GRANTOR with a copy of such document not later than 15 days following service of such document; and

(b) Furnish GRANTOR copies of pertinent papers received by GRANTEE or any successors and assigns; and

(c) Provide, upon request of GRANTOR, reasonable access to the records and personnel of GRANTEE, or any successors and assigns, for purposes of defending or resolving the need for additional response action.

L. PETROLEUM. GRANTEE agrees, on behalf of itself and its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that upon learning of any previously unidentified release or threatened release of petroleum or petroleum derivative (including without limitation MTBE) from, on, under or about the Property and any related soils or ground or surface waters, which may have been associated with Department of Defense activities at or about the Property,

GRANTEE will notify GRANTOR by following the notification procedures set forth in subsection K (5) above.

M. INDEMNIFICATION. GRANTOR hereby recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. No. 102-484), as amended, regarding indemnification of transferees of closing Department of Defense property.

III. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, WARRANTIES, INDEMNITIES, AND COVENANTS set forth in this Deed, unless subsequently released, are a binding servitude on the Property; shall inure to the benefit of GRANTOR and GRANTEE, and their respective 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.

IV. NOTICES. Notices shall be deemed sufficient under this Deed if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter

specified, in a writing theretofore delivered in accordance with the notice procedures set forth herein by the intended recipient of such notice):

If to the Grantee:

If to the Grantor: BRAC Program Management Office - West
Attn: BCM Novato
1230 Columbia St., Suite 1100
San Diego, CA 92101

If to Water Board: San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California 94612
Attention: Executive Officer

If to DTSC: Department of Toxic Substances Control
Northern California Branch
Office of Military Facilities
8800 Cal Center Drive
Sacramento, California 95826

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

- A. Exhibit "A" Legal Description of the Property.
- B. Exhibit "B" Legal Description of Building 970 Foundation..
- C. Exhibit "C" List of ACM Documentation
- D. Exhibit "D" Notice of Hazardous Substances.

SIGNATURE PAGE

IN WITNESS WHEREOF, 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: _____
WILLIAM R. CARSILLO
Real Estate Contracting Officer

ACCEPTANCE:

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

Date: _____.

BY: _____

EXHIBIT A

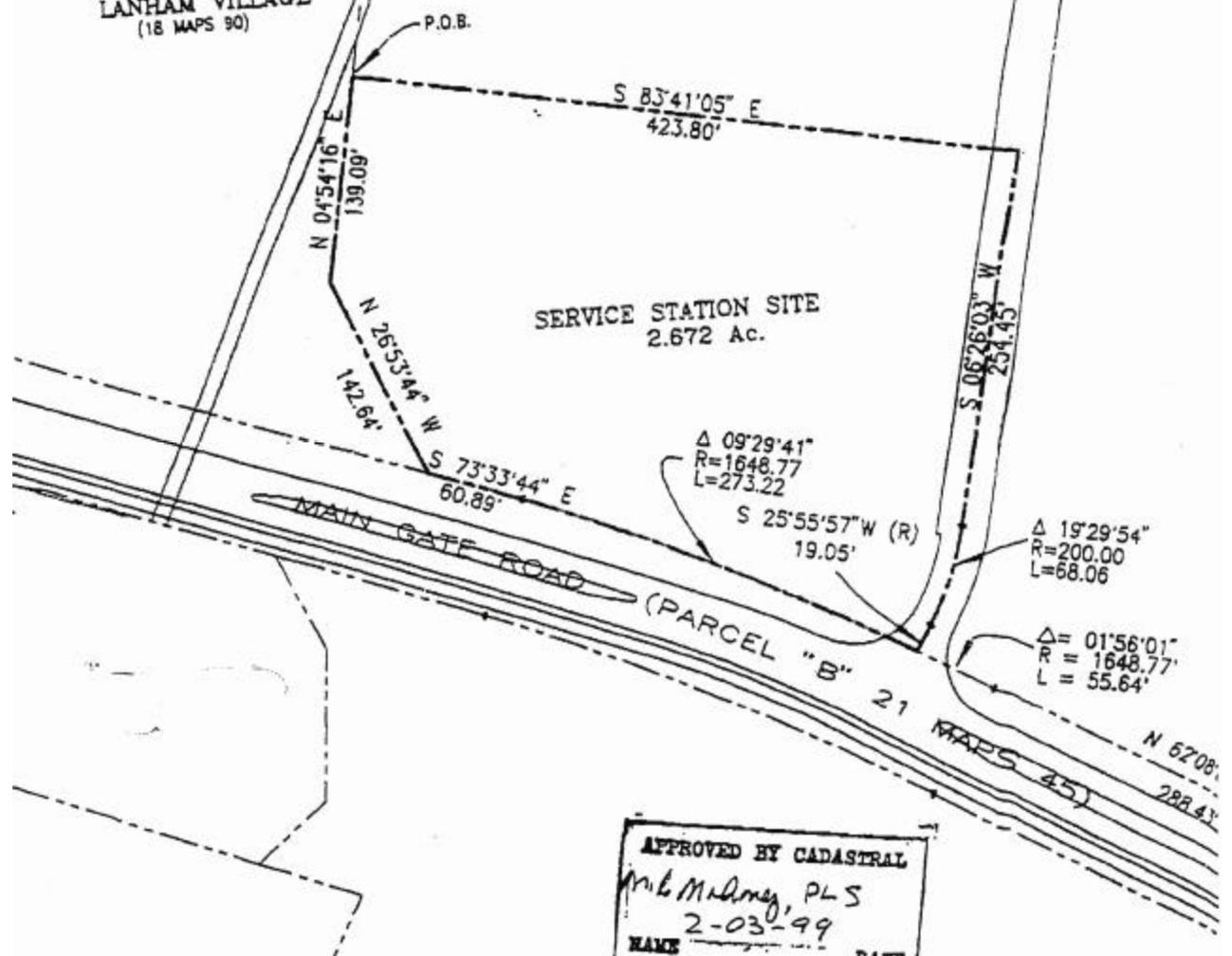
LEGAL DESCRIPTION OF THE PROPERTY

Legal Description of Hamilton Square

ALL THAT CERTAIN real property situated in the City of Novato, County of Marin, State of California, described as follows:

Beginning at a point on the Easterly line of Parcel 'E', as shown on that certain Map entitled, "Map of Lanham Village", filed for record July 19, 1983 in Volume 18 of Maps, at Page 90, Marin County Records; said point being North 04° 54' 16" East 139.09 feet from the Southerly terminus of the line described as "North 04° 54' 16" East 462.75 feet" on said map; thence leaving said Easterly line of Parcel 'E', South 83° 41' 05" East 423.80 feet; thence South 06° 26' 03" West 254.45 feet; thence along a curve to the right, tangent to the preceding course, having a radius of 200.00 feet, through a central angle of 19° 29' 54", an arc length of 68.06 feet; thence South 25° 55' 57" West 19.05 feet to the Northeasterly line of Main Gate Road, as shown on the Map of Hamilton Army Airfield, filed December 18, 1995 in Volume 21 of Maps, at Page 45, Marin County Records; thence along said Northeasterly line of Main Gate Road in a Westerly direction along a curve to the left, whose radius point bears South 25° 55' 57" West, 1,648.77 feet, through a central angle of 09° 29' 41", an arc length of 273.23 feet; thence North 73° 33' 44" West 60.89 feet, to the Easterly line of said Parcel 'E'; thence leaving said Northeasterly line of Main Gate Road, and along the previously identified Easterly line of Parcel 'E' (18 Maps 90), North 26° 53' 44" West 142.64 feet; thence continuing along said Easterly line of Parcel 'E', North 04° 54' 16" East 139.09 feet to the Point of Beginning.


 MAP OF
 LANHAM VILLAGE
 (18 MAPS 90)



APPROVED BY CADASTRAL
M. L. Madoney, PLS
 2-03-99
 NAME _____ DATE _____

CSW
[St]² CSW/STUBER-STROEH
 ENGINEERING GROUP, INC.
 CONSULTING ENGINEERS
 790 DeLong Ave., Novato, CA. 94945-3246
 (415) 892-4763 FAX (415) 892-4502
 © 1998

SCALE 1"=100'
 11/19/98
 JOB# 4100500
HAMILTON FIELD
SERVICE STATION SITE
 NOVATO MARIN CALIFORNIA

EXHIBIT B

LEGAL DESCRIPTION OF BUILDING 970 FOUNDATION

Legal Description Hamilton Field Building 970

Including 3 Foot Buffer Zone

COMMENCING at a point on the easterly line Parcel "E", as shown on the Map of Lanham Village, recorded July 19, 1983 in Volume 18 of Maps at Page 90, Marin County Records, said point being the southeasterly terminus of the line described as "North 26°53'44" West, 142.64 feet" on said map;

1. Thence leaving said easterly line of Parcel "E" North 68°35'49" East, 145.16 feet to a magnetic nail and tag LS 3303, said point being the True Point of Beginning of this description;
2. Thence North 06°21'33" East, 124.20 feet to a magnetic nail and tag LS 3303;
3. Thence South 83°38'27" East, 36.21 feet;
4. Thence South 06°21'33" West, 81.94 feet;
5. Thence South 83°38'27" East, 25.38 feet;
6. Thence South 06°21'33" West, 42.26 feet;
7. Then North 83°38'27" West, 61.59 feet to the True Point of Beginning.

Containing 5,570 square feet more or less.

The basis of bearing for this description is taken from the "Map of Hamilton Field" filed in Book 21 of Maps, Page 45, Marin County Records.

COURSE TABLE		
LINE	BEARING	DISTANCE
A	N 06°21'33" E	124.20'
B	S 83°38'27" E	36.21'
C	S 06°21'33" W	81.94'
D	S 83°38'27" E	25.38'
E	S 06°21'33" W	42.26'
F	N 83°38'27" W	61.59'



Graphic Scale (in feet)



1 inch = 100 ft.

PARCEL 'E'
LANHAM VILLAGE
(18 MAPS 90)

LANDS OF U.S.A.

C STREET (MILITARY)

NOVATO UNIFIED SCHOOL DISTRICT



LEGEND

- ⊙ FD. STD. STREET MONUMENT
- ⊗ SET MAG. NAIL & TAG
LS 3303
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



APPROVED BY
[Signature]
DATE 9/2/03

CSW
[St]² CSW/STUBER-STROEH
ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
790 DeLong Ave., Novato, CA. 94945-3246
(415) 892-4763 FAX (415) 892-4502
© 2003

REV. 08/20/03
SCALE: 1" = 100'

**HAMILTON FIELD
BUILDING 970
INCLUDING 3' BUFFER ZONE**

NOVATO MARIN COUNTY CALIFORNIA

EXHIBIT C

List of Asbestos Containing Material Documents

"Asbestos Survey Report." Prepared by Supervisor of Shipbuilding, Conversion, and Repair, Portsmouth Shipyard (SSPORTS) Environmental Detachment, January 1998 (SSPORTS 1998a).

Asbestos Remediation Completion Report for Non-residential Buildings, Department of Defense Housing Facility, Novato California." Prepared by SSSPORTS, April 1998 (SSPORTS 1998b).

"Asbestos Debris Pickup at Department of Defense (DoD) Housing Facility, Novato, California." Letter prepared by SSSPORTS, July 21, 1998 (SSPORTS 1998d).

"Final Asbestos Survey of Condition Report at Buildings 930, 960, 965, 969, 970, 971, 972, and 973, Department of Defense Housing Facility, Novato, California." Prepared by CDM, January 17, 2003 (CDM 2003).

EXHIBIT "D"
NOTICE OF HAZARDOUS SUBSTANCES

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA of "Superfund") 42 U.S.C. Section 9620(h).

Parcel Number	Building Number	Hazardous Substance(s)	CAS #	Dates of Storage, Disposal, or Release	Stored (S), Disposed of (D), or Released (R)	Quantity Stored, Disposed of, or Released (Kilograms)
29	970	Lead	7439-92-1	Between 1974 and 1992	R	Unknown

Attachment B – Property Documentation

Documents 1 -21 are available for purchase through Allegra Printing and Imaging, 47 Paul Drive, Suite 1; San Rafael, CA 94903, Attn: Stu Listug; Phone (415) 499-3300 and Fax (415) 499-3311 or via email at marin@allegranet.com

1. "Final Limited Basewide Environmental Baseline Survey/Community Environmental Response" Vol. I of II, Prepared by Environmental Resources West (ERM-West) November 30, 1994
2. "Final Limited Basewide Environmental Baseline Survey/Community Environmental Response" Vol. II of II, Prepared by Environmental Resources West (ERM-West) November 30, 1994
3. "Basewide Environmental Baseline Survey/Community Environmental Response Facility Act Report for Department of Defense Housing Facility Novato", Prepared by ERM-West, October 19, 1995
4. "Supplemental Asbestos Survey Report for Non-Residential Building S-982" Prepared by SSPORTS Environmental Detachment, May, 1999
5. "Draft Work Plan for Soil and Groundwater Remediation for the Former UST 957/970 Site, Department of Defense Housing Facility, Hamilton Field, Novato, CA", Prepared by Battelle, January 16, 1998
6. "Final Environmental Baseline Survey Sampling and Analysis Screening Level Report for Department of Defense Housing Facility, Novato", Prepared by PRC and Uribe & Associates (U&A), April 15, 1997
7. "Final Phase I Supplemental Environmental Baseline Survey (SEBS) Department of Defense Housing Facility, Novato, CA", Prepared by PRC and Uribe & Associates (U&A), April 21, 1997
8. "Field Summary Report, Storm Drain Clean-out and Sediment Removal, Department of Defense Housing Facility, Novato, CA", Prepared by IT Corporation (IT), July 1997
9. "Final Environmental Baseline Survey Follow-up Sampling Addendum, Department of Defense Housing Facility, Novato, CA", Prepared by PRC and Uribe & Associates, August 4, 1997
10. "Asbestos Remediation Completion Report for Non-Residential Buildings, Department of Defense Housing Facility, Novato, CA", Prepared by SSPORTS, April 1998
11. "Final UST Investigation Report for Former Underground Storage Tank Site 957/970 at Department of Defense Housing, Hamilton Field, Novato, California", Prepared by ERM-West, June 1998
12. "Tier 3 Risk-Based Corrective Action (RBCA) Assessment for Former UST Site 957/970, Department of Defense Housing Facility, Novato, CA and Adjoining Property on Hamilton Army Airfield", Prepared by Battelle, November 24, 1999
13. "Final Summary Report for Hydraulic Lift and Oil/Water Separator Removal from Building 970, Department of Defense Housing Facility Novato, CA", Prepared by Battelle and RRM, May 21, 2003

14. "Final Revised Risk Assessment for Former UST Site 957/970 at Department of Defense Housing Facility, Novato CA" as amended; prepared by Battelle; June 8, 2001 and including replacement pages dated September 4, 2003 and September 11, 2003;
15. "Final corrective Action Plan for Groundwater for Former Underground Storage Tank Site 957/970, Department of Defense Housing Facility, Novato, CA"; Prepared by Battelle; March 1, 2002
16. "Annual Site Status Report (For the Year 2002) for Former UST Site 957/970 at Department of Defense Housing Facility, Novato, CA"; Prepared by Battelle; January 31, 2003
17. "Final Asbestos Survey of Condition Report at Buildings 930, 960, 965, 969, 970, 971, 972, and 973, Department of Defense Housing Facility, Novato, CA"; Prepared by CDM; January 17, 2003
18. "Final Environmental Impact Statement for the Disposal and Reuse of the Department of Defense Housing Facility, Novato, CA, Volumes I and II"; Prepared by Tetra Tech; November, 1997 (Document includes excerpts from the Hamilton Army Airfield Reuse Plan)
19. "Polychlorinated Biphenyl (PCB) Inventory and Removal Report for High Voltage PCB Electrical Devices Department of Defense Housing Facility"; Prepared by SSPORTS; June 26, 1998
20. "Basewide Environmental Baseline Survey for Department of Defense Housing Facility, Novato"; Prepared by ERM-West, Inc.; September 20, 1995
21. Final Remedial Investigation Report for Former UST Site 957/970 at the Department of Defense Housing Facility, Novato, California." Prepared by Battelle; January 31, 2001

Documents 22 – 25 are available via the internet at <http://propertydisposal.gsa.gov>

22. National Environmental Policy Act (NEPA) "Record of Decision [ROD] for the Disposal and Reuse of the Department of Defense Housing Facility Novato, California." Signed by William J. Cassidy Jr., Deputy Assistant Secretary of the Navy, July 1, 1998.
23. Regional Water Quality Control Board Order "No. 00-064: Site Cleanup Requirements for the Department of Defense Housing Facility, former Hamilton Air Force Base, Novato, California." Prepared by RWQCB, August 1, 2000.
24. "Final Finding of Suitability to Transfer-Exchange Triangle Parcel 1, Department of Defense Housing Facility, Novato, California." Prepared by SWDIV, August 1, 2003. With "First Amendment to the Finding of Suitability to Transfer-Exchange Triangle Parcel 1, Department of Defense Housing Facility, Novato, California." Prepared by SWDIV, September 15, 2003.
25. Human Health Risk Assessment and No Further action letters. (13 Total)

Document 26 is available, for purchase, through the City of Novato, Community Development Department, 901 Sherman Avenue, CA 94945-3230, 415-897-4341

26. "Hamilton Army Airfield Reuse Plan" dated October 1995, Revised November 1996

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

HAMILTON SQUARE
2.7 +/- acres - Novato, CA
Property Code 192

General Services Administration
Property Disposal Division (9PR)
Attn: Karen Hoover, Realty Officer
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434

Fax: (415) 436-7402

Check One

Initial Bid / /
Increased Bid / /

The undersigned bidder hereby offers and agrees to purchase the properties indicated above, as described in the accompanying Invitation for Bids, for the bid price entered below. This Bid for Purchase of Government Property is made subject to the provisions of Invitation For Bids No. 9PR-2004-192, including the Property Description, General Terms of Sale, Instructions to Bidders for Online Auction, the Deed, Environmental Notices and Covenants, and Bidder Registration and Bid Form for Purchase of Government Property, all of which are incorporated herein, and by reference, including the Finding of Suitability to Transfer, made a part of this bid.

INITIAL BID DEPOSIT: \$100,000.00

BID AMOUNT: \$ _____

In the event this bid is accepted, the instrument of conveyance should name the following as grantee(s): _____.
Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants; Tenants in Common, Community Property). Include name of spouse if applicable.

BIDDER REPRESENTS that he/she operates as (*check one*):

- _____ an individual
- _____ an individual doing business as _____
- _____ a partnership, consisting of _____
- _____ a corporation, incorporated in the State of _____
- _____ a trustee, acting for _____

Name: _____ **Bidder ID No.** _____

Address: _____

City/State/Zip: _____

Telephone: _____ **FAX:** _____

E-mail address: _____

Signature: _____ **Date:** _____

CERTIFICATE OF CORPORATE BIDDER

(for use with Bidder Registration and Bid Form for Purchase of Government Property)

I, _____, certify that I am _____ of
(Secretary or Other Title)
the Corporation named as bidder herein; that _____,
(Name or Authorized Representative),
who signed this Registration For Purchase of Government Property on behalf of the
bidder was then _____ of said Corporation, that said bid was
(Official Title)
duly signed for and on behalf of said Corporation by authority of its governing
body and is within the scope of its corporate powers.

Signature of Certifying Officer

(Corporate Seal Here)

**HAMILTON SQUARE
REGISTRATION DEPOSIT BY CREDIT CARD**

**To: General Services Administration
Real Property Disposal Division (9PR)
Attn: Karen Hoover, Realty Officer
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434**

Fax Number: (415) 436-7402

This form may be submitted by Fax.

Deposit Amount: \$ 100,000.00

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. 9PR-2004-192. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the Instruction to Bidders for Online Auction, paragraph 4, Registration Deposit Terms. In the event that applicant becomes the successful bidder, the registration deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the registration deposit will be credited to the credit account listed below.

Applicant's Last Name (please print): _____

First Name: _____ **M.I.:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Visa _____ **MasterCard** _____ **Driver's License No.:** _____

Card Number: _____ **Expiration:** _____

Name As It Appears On Card: _____

E-mail Address: _____

Telephone Number: () _____ **Fax Number:** () _____

Signature: _____ **Date:** _____