



REPORT TO COUNCIL

City of Sacramento

15

915 I Street, Sacramento, CA 95814-2604
www.CityofSacramento.org

Consent
November 28, 2006

**Honorable Mayor and
Members of the City Council**

Title: McClellan Air Force Base Dock Annex quitclaim deed conveyance by the National Park Service to the City of Sacramento

Location/Council District: 1601 Garden Highway / Council District 1

Recommendation: Adopt a Resolution 1) accepting conveyance of the McClellan Sacramento River Dock Annex from the United States of America on the terms and conditions contained in the quitclaim deed attached hereto as Exhibit A; 2) authorizing the City Manager to execute such quitclaim deed.

Contact: Janet Baker, Operations Manager

Presenters: N/A

Department: Parks and Recreation

Division: Administration

Organization No: 4511

Description/Analysis

Issue: In February 2001, the City of Sacramento submitted an application to the United States of America through the National Park Service to acquire the McClellan Air Force Base Dock Annex. To complete this process of acquisition and facilitate formal conveyance of the deed, the City must accept the quitclaim deed on the terms and conditions contained in the quitclaim deed.

Policy Considerations: Providing parks and recreation facilities is consistent with the City's strategic plan to enhance livability in Sacramento's neighborhoods by expanding park, recreation, and trail facilities throughout the City.

Environmental Considerations: This report concerns administrative activities that will not have a significant effect on the environment, and does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Commission/Committee Action: None

Rationale for Recommendation: Council authority is necessary to accept the quitclaim deed from the United States of America.

Financial Considerations: The National Park Service will convey this surplus Federal real property to the City of Sacramento at 100 percent public benefit discount for public park and recreational use pursuant to 40 U.S.C 550 (e). The Department of the Air Force has estimated that the value of the property is \$500,000.

Emerging Small Business Development (ESBD): No goods or services are being purchased as a result of this report.

Approved by: 
CASSANDRA H.B. JENNINGS
Assistant City Manager

Recommendation Approved:


RAY KERRIDGE
City Manager

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ATTACHMENT 1

BACKGROUND

In 1995, the Defense Base Realignment and Closure Commission designated McClellan Air Force Base for closure in 2001. As part of the base closure process, the City expressed its interest in the McClellan Air Force Base Dock Annex by presentation to the McClellan Privatization Reuse Advisory Committee Planning Team as a recreation Public Benefit Conveyance. The McClellan Air Force Base Dock Annex, located at 1601 Garden Highway, is envisioned in the National Park Service Reuse Plan as a public waterfront recreational area to be operated by the City of Sacramento. In 2001, the City submitted an application for surplus property to the National Park Service for the conveyance of the McClellan Air Force Base Dock Annex for public park or recreation purposes. The final necessary step to facilitate the conveyance of the deed from the National Park Service to the City of Sacramento is for the City acceptance the quitclaim deed as shown in Exhibit A in Attachment 2 (Resolution).

RESOLUTION NO. 2006-

Adopted by the Sacramento City Council

NOVEMBER 28, 2006

**APPROVING EXECUTION AND ACCEPTANCE OF
MCCLELLAN AIR FORCE BASE DOCK ANNEX QUITCLAIM DEED**

BACKGROUND

- A. In 2001, the City of Sacramento submitted an application for surplus property to the National Park Service for the conveyance of the McClellan Air Force Base Dock Annex from the United States of America for public park or recreation purposes.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL
RESOLVES AS FOLLOWS:**

- Section 1. Conveyance of the McClellan Sacramento River Dock Annex from the United States of America on the terms and conditions contained in the quitclaim deed attached hereto as Exhibit A is accepted;
- Section 2. The City Manager is authorized to execute such quitclaim deed.

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- Exhibit A Sacramento River Dock Annex Quitclaim Deed



United States Department of the Interior

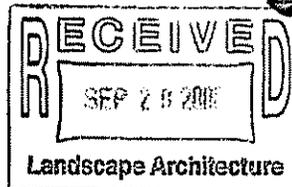


NATIONAL PARK SERVICE
Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607-4807

IN REPLY REFER TO:
L3217(PWR-PP)

September 19, 2006

Janet R. Baker
Park Development Manager
City of Sacramento
Department of Parks and Recreation
915 I Street, Fifth Floor
Sacramento, California 95814



Reference: Former McClellan Air Force Base - Sacramento River Dock Annex, Sacramento
California; Corrected Deed.

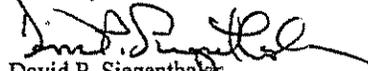
Dear Ms. Baker:

We are pleased to enclose a quitclaim deed that conveys the surplus Federal real property referenced above to the City of Sacramento at 100 percent public benefit discount for public park and recreational use pursuant to 40 U.S.C. § 550 (e). The Department of the Air Force has estimated that the value of the property is \$500,000.00. Please review the deed for accuracy and note the terms and conditions of the conveyance.

The City of Sacramento will be responsible for complying with the terms and conditions of the deed in *perpetuity*. According to the deed, the property is to be developed and used according to the Program of Utilization which was submitted to the National Park Service as part of the City of Sacramento's application to acquire the property dated February 2001. To complete the conveyance, please execute, record, and return a certified copy of the *executed* deed to this office at your earliest convenience.

We appreciate your interest and cooperation in preserving this property for the public's use and enjoyment through the Federal Lands to Parks program. We hope it will be a valued asset to your community. If you have any questions, please call me at (510) 817-1324.

Sincerely,


David P. Siegenthaler
Program Manager
Federal Lands to Parks Program

Enclosure



Recording requested by:

When recorded mail to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

City of Sacramento, CA
McClellan Sacramento River Dock Annex

QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Sacramento, California (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest, subject to the reservations, warranties, covenants, conditions, and restrictions declared herein, "as is, where is" in and to a parcel of land situated in the City of Sacramento, County of Sacramento, State of California described as follows;

All that portion of the East half of the Section 27, Township 9 North, Range 4 East, Mount Diablo Base and Meridian, more particularly described as follows;

Beginning at the point of the intersection of the center line of the 16 foot wide concrete pavement on the crown of the so-called river levee of the Reclamation District No. 1000 with the westerly boundary line of the 45.96 acre parcel of land conveyed by deed dated September 20, 1915 from the Natomas Company of California to George W. Peltier recorded in Book 428 of Deeds, Page 471, Sacramento County Records, said point being further described as being located S00°23'30"W 2883.27 feet and N78°48'30"W 590.20 feet from the northeast corner of said Section 27, and southerly 68.40 feet from the northerly boundary line of the right-of-way of the said river levee, thence from said point of beginning, along the center line of said concrete pavement N78°48'30"W 301.30 feet; thence, along a tangent curve concave to the left having a radius of 1876.44 feet, a distance of 209.90 feet to a point of intersection of the center line of said concrete pavement with the easterly boundary line of the 30.00 acre parcel of land conveyed by deed dated May 25, 1917 from the Natomas Company of California to Alden Anderson recorded in Book 470 of Deeds, Page 331, Sacramento County Records; thence coincident with said easterly line S10°00'00"E 180.00 feet, more or less to a point on the left bank of the Sacramento River; thence in a easterly direction following the meanders of the left bank of the said Sacramento River downstream a distance of 480.00 feet, more or less, to it's intersection with the westerly boundary line of the said 45.96 acre parcel of land, the said point of intersection being upstream along the left bank of the Sacramento

City of Sacramento, CA
McClellan Sacramento River Dock Annex

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River a distance of 590.00 feet from the east boundary line of said Section 27; thence along said westerly line N 00°00'00"E 140.00 feet, more or less, to a point of beginning, and a portion of Sacramento County Swamp Land Survey No. 907, Section 27, Township 9 North, Range 4 East, Mount Diablo Base and Meridian and also being a portion of the tract described as parcel 3 in that certain easement for levee purposes, conveyed by the Natomas Company of Sacramento to Reclamation District No. 1000, dated July 25, 1917, containing 1.65 acres, more or less.

The hereinbefore described property is granted by the Grantor to the Grantee subject to any and all existing easements for streets, utility systems, rights-of-way, railroads, pipelines, sewer lines, conduits, flumes, ditches, and canals. The Grantor expressly reserves all oil, gas and mineral rights to the United States.

The Grantee by its acceptance of this deed does acknowledge its understanding of the provisions of this deed, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in an amendment to an application submitted by the Grantee dated February 23, 2001, which program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application.
2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior approves in writing. Any such disposition shall assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. Any mortgage, lien, or any other encumbrance not wholly subordinate to the reverter interest of the Grantor shall constitute an impermissible disposal. However this provision shall not preclude the Grantee and its successors and assigns from using revenue or other bonds related to the use of the property to the extent that such bonds shall not in any way restrict, encumber, or constitute a lien on the property. Furthermore, this provision shall not preclude the Grantee from providing related recreation facilities and services compatible with the approved application though concession agreements, permits, and licenses entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the National Park Service.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that; (1) any use, operation, program or activity on or related to the property conveyed by this Deed will be conducted in compliance with all Federal laws and regulations relating to nondiscrimination, including but not limited to the following laws and regulations as may be amended from time to time: (a) the regulations of the U.S. Department of the Interior at 43 CFR Part 17, (b) Title VI of the Civil Rights Act of 1964, (c) Title III of the Age Discrimination Act of 1975, (d) Section 504 of the Rehabilitation Act of 1973, and (e) the Architectural Barriers Act of 1968; (2) this covenant shall

be subject in all respects to the provisions of said laws and regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits on or in connection with the property, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.

6. The Grantee, its successors and assigns, shall indemnify, defend, protect, save and hold harmless the Grantor, its employees, officers, attorneys, agents, and representatives from and against any and all debts, duties, obligations, liabilities, law suits, claims, demands, causes of action, damages, losses, costs, and expenses (including without limitation attorney fees and expenses, consultant fees and expenses, expert fees and court costs) arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to real or personal property or economic loss) that relates to the Grantee's failure to comply with the terms of this deed or from the use or occupancy of the property by the Grantee and/or the Grantee's successors and assigns, transferees, or agents.
7. The subject property contains the following structures which have been determined to be eligible for the National Register of Historic Places; Facility 4635, Stationary Cargo Pier, and Building 4637, warehouse. In accordance with a Programmatic Agreement between the United States Air Force, the California State Historic Preservation Office (SHPO) and the Advisory Council of Historic Preservation, the Grantee hereby covenants and agrees to the Grantor, the Department of the Air Force, and the SHPO to maintain and preserve said structures in accordance with the following:

7.1 Prior to the commencement of construction, alteration, remodeling, or demolition, or disturbance of ground surface, or other activity that is not otherwise excepted in Preservation Guidelines identified as Appendix 2 to the Programmatic Agreement (January 1999), hereby incorporated by reference, the Grantee, heirs, successors or assigns shall submit plans and specifications for review by City of Sacramento Historic Preservation staff whom the SHPO has determined to meet or exceed the Secretary of the Interior's Professional Qualification Standards (48 FR 44738-9). Said staff shall review proposed plans and specifications and determine if the proposed alterations are consistent with the Preservation Guidelines. The Grantee is obligated to include such actions and modifications as may be determined by said staff to be necessary to support a consistency determination.

7.2 Upon acquisition of any standing historic property, the Grantee, its heirs, successors, and assigns will take prompt action to secure all of them from the elements, vandalism, or arson and will make any emergency stabilization. The Grantee, its heirs, successors, and assigns will retain or reuse, to the extent practicable, the historic structures, subject to consultation with the SHPO.

7.3 Should any archaeological site be discovered during any project activities, the Grantee, its heirs, successors, and assigns will stop work promptly and obtain the comments of the Reviewing

Official regarding appropriate treatment of the site. The final mitigation plan shall be approved by the Reviewing Official.

7.4 The Grantee, its heirs, successors, and assigns shall allow the County or its designee, at all reasonable times and upon reasonable advance notice, to inspect the historic properties in order to ascertain whether Grantee, its heirs, successors, and assigns are complying with the conditions of this preservation covenant.

8. Portion of the said property are located within the 100-year flood plain. The Grantee covenants and agrees to comply with state and federal laws and regulations relating to flood plain management associated with any proposed improvements within the 100-year floodplain.
9. The subject property contains one elderberry shrub directly adjoining the east side of Building 4637. The elderberry bush is potential habitat for the Valley Elderberry Longhorn Beetle (*Desmocerus californicus dimorphus*) a special status (federally threatened) species. The Grantee covenants and agrees to comply with the conservation measures set forth in the U.S. Fish and Wildlife Service (Service) Biological Opinion dated December 10, 2004, including, but not limited to the following: (1) Grantee will consult with the Service prior to commencing any ground disturbing activities within 100 feet of the elderberry shrub, (2) Grantee will conduct protective measures, including but not limited to, fencing, signage, weeding and trash removal as needed to protect the shrub from adverse effects of ongoing use of the dock and adjacent property, (3) No insecticides, fertilizers, or other chemicals that might harm the beetle will be used within 100 feet of the shrub, (4) Mowing of grasses/ground cover may occur from July through April, (5) Mowing will be conducted in a manner that avoids damage to the shrub, (6) No mowing will occur within 5 feet of the shrub stems, and (7) Grantee will restrict trimming of the shrub, as needed to maintain access to the walkway between the river and upper dock, to branches less than one inch in diameter at ground level.

Suitable foraging habitat for the double-crested cormorant (*Phalacrocorax auritus*) a special status species (species of special concern in California), exists in open water adjoining the subject property.

No known nest sites of the species exist on the subject property. The Grantee covenants and agrees that no actions will be undertaken which adversely affect this species.

10. The Grantee, successors and assigns are hereby advised that there is no potable water source on the property. Non-potable water is available from an existing groundwater well, however this source should only be used for non-potable purposes; (i.e. fire-protection, cleaning, and sanitation) due to infrequent use and water quality monitoring.
11. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Airspace," under the authority of the Federal Aviation Act of 1958, as amended.
12. The Department of the Air Force, for the Grantor has made a complete search of its files and records pursuant to Section 120(h)(3)(A)(i) of Comprehensive Environmental Response Compensation and Liability Act (CERCLA). Exhibit A identifies the name and hazardous substances stored for one year or more on the property, the quantity in kilograms and pounds of the hazardous substance stored for one year or more on the property, and the date(s) on which such storage took place. There is no known release or disposal of hazardous substances on the property therefore no remedial action has been taken.

The United States covenants and warrants that any remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed will be conducted by the United States. The foregoing covenant will not apply in any case in which any

grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property or is a potentially responsible party as a result of an act or omission affecting the Property. For purposes of this covenant, the phrase "remedial action found to be necessary" does not include remedial action required as a result of changes in use of the Property by the Grantee.

13. Reserving unto the Grantor, including the United States Environmental Protection Agency (EPA), the Department of the Air Force, and the State of California (the State), and its and their respective officials, agents, employees, contractors, and subcontractors, access to the Property pursuant to CERCLA Section 120(h)(3)(A)(iii), (including the right of access to, and use of, utilities at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program (IRP) of the Grantor, or the Federal Facility Agreement (FFA), if applicable.
 - A. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.
 - B. To inspect field activities of the Grantor and its contractors and subcontractors in implementing IRP or FFA, if applicable.
 - C. To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.
 - D. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or FFA, if applicable, or the CERCLA 120(h) covenant of the Grantor, including, but not limited to, the right to install, remove, or abandon wells and treatment facilities and systems, and related piping, or any part thereof.
14. Grantee is warned that the Property may contain former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that may contain asbestos-containing materials (ACM). The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Department of the Air Force, acting for the Grantor promptly of any potentially friable ACM that constitutes a release (or potential release) under CERCLA (42 U.S.C. §§ 9601 et seq.) The Grantor's responsibility under this deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the CERCLA 120(h) covenant set forth herein. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.
15. The Grantee acknowledges the prior receipt Finding of Suitability to Transfer (FOST) River Dock Annex, former McClellan AFB (June 2005) and Site Specific Supplemental Environmental Baseline Survey for the Sacramento River Dock Site Facilities and Associated Properties (August 2001) which discloses the possible presence of lead based paint (LBP) in facilities built prior to 1978. The Grantee will be responsible for managing all potential LBP in compliance with all applicable laws

and regulations.

16. The Grantee covenants and agrees that it has inspected the herein described and quitclaimed property and is satisfied that the property is free of any hazardous substances or petroleum products or their derivatives. The Grantee, its successors and assigns and every successor in interest to all or any part of the property shall indemnify, protect, defend, save, and hold harmless the Grantor, and Grantor's employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, law suits, claims, demands, causes of action, damages, losses, costs, and expenses (including, without limitation, costs associated with any investigations, monitoring, sampling, testing, or removal of hazardous substance(s), attorney fees and expenses, consultant fees, expert fees, and court costs) in any way related to, connected with, and/or arising out of discovery of any hazardous substance(s) or petroleum products or their derivatives which may have contaminated the hereinabove conveyed property after the date of this Quitclaim deed, including but not limited to any environmental response action, corrective action or remediation action.
17. In the event that there is a breach by the Grantee, its successors or assigns, of any of the conditions and covenants, whether caused by the legal or other inability of the Grantee, its successors or assigns, to perform said conditions and covenants, the Grantor will give written notice, with a reasonable time stated therein, that the Grantee shall eliminate, rectify, or cure said breach. Upon failure to eliminate, rectify, or cure said breach within the time set forth in the notice, all right, title, and interest in and to all or any portion of said premises shall, at Grantor's option, revert to and become the property of the Grantor. In addition to all other remedies for such breach, the Grantee, its successors and assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.
18. The failure of the Grantor to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.
19. The Grantor and any representative it may so delegate shall have the right of entry upon said premises at all reasonable times to conduct inspections of the property for the purposes of evaluating the Grantee's compliance with the terms and conditions of the conveyance.
20. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards contained in the Federal Property Management Regulations prescribed by the General Services Administration at 41 CFR 102-75.690 as such may be amended.
21. The covenants, conditions, and restrictions set forth herein are intended to be covenants running with the land in accordance with all applicable law and shall burden and run with the property conveyed by this deed and every part thereof or interest therein, and shall be binding on Grantee, its successor(s) and assign(s), and every successor in interest to all or any part of the property, and shall benefit Grantor and Grantor's successor(s) and assign(s). The covenants, conditions, and restrictions set forth herein shall be inserted by Grantee, its successor(s) and assign(s) verbatim or by express reference in any deed or other legal instrument by which it divests itself of the property conveyed by this deed and every part thereof or interest therein.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on this the 18 day of September, 2006.

UNITED STATES OF AMERICA
Acting by and through the Secretary of the Interior

By Jonathan B. Jarvis
Jonathan B. Jarvis
Regional Director, Pacific West Region
National Park Service

(COUNTY OF ALAMEDA)
) SS.
(STATE OF CALIFORNIA)

On this 18th day of September 2006, before me, the subscriber, personally appeared Jonathan B. Jarvis, to be known and personally known to me to be the Regional Director, Pacific West Region, National Park Service, of the United States of America, acting by and through the Secretary of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director, Pacific West aforesaid, as the act and deed of the United States, for and on behalf of the Secretary of the Interior, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Witness my hand and official seal.

[Signature]

NOTARY PUBLIC



Exhibit A
NOTICE OF HAZARDOUS SUBSTANCES STORED

Notice is hereby given that the following hazardous substance was stored at the Sacramento River Dock, and the dates that such storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

HAZARDOUS SUBSTANCES STORED

Sacramento River Dock

Substance Stored	Regulatory Synonym(s)	CAS Registry Number	Quantity kg/pounds	Dates Stored	Hazardous Waste ID Number (if applicable)
Creosote	Naphthalene oil	8001-58-9	Unknown ¹	1993-1997	U051
¹ Note: approximately 112 creosote treated poles were stored at the River Dock (ref. FOST Section 5.1) subsequent to a renovation project. The quantity of creosote in the poles may have exceeded 1,000 kg/2205 pounds.					

