

MEMORANDUM OF AGREEMENT REGARDING ENVIRONMENTAL REMEDIATION AT THE PRESIDIO OF SAN FRANCISCO

This Memorandum of Agreement ("Agreement") is entered into by and among the United States Department of Defense, Department of the Army ("Army"); the Presidio Trust ("Trust"), a wholly owned federal government corporation; and the United States Department of the Interior, National Park Service ("DOI"), referred to collectively herein as the "Parties."

RECITALS

- A. From November, 1850, to October 1, 1994, the Army occupied and operated all of the Presidio of San Francisco, which consists of "Area A" and "Area B" as more specifically described in Exhibit 1.
- B. Pursuant to Executive Order 12580, § 2(d) (January 23, 1987), the President delegated to the U.S. Department of Defense certain authority under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675, with respect to remediation of contamination at the Presidio. The Department of Defense, on March 25, 1992, redelegateed such authority to the Army, including authorization for the Army to further redelegate that authority.
- C. On October 1, 1994, pursuant to the Defense Authorization Amendments and Base Closure and Realignment Act of 1988 ("BRAC Legislation") (Title II of Public Law 100-526, 10 U.S.C. § 2687, note) and the Golden Gate National Recreation Area enabling legislation, 16 U.S.C. §§ 460bb *et*

seq., the Army closed its base at the Presidio and transferred administrative jurisdiction over the Presidio to the DOI for incorporation into the Golden Gate National Recreation Area.

D. The Army has responsibilities under CERCLA, the BRAC Legislation, and other Applicable Laws (as defined hereafter in Section 1.3) to address environmental conditions at the Presidio.

E. Pursuant to Subagreement #7, Environmental Restoration of the Presidio Interagency Agreement between DOI and the Army ("Subagreement #7") (as defined hereafter in Section 1.16), and other applicable laws and authorities, the Army and DOI set forth procedures for environmental restoration of the Presidio, and the Army continued as the lead agency responsible for remediation of contamination at the Presidio.

F. The Army has initiated certain actions to address environmental conditions at the Presidio.

G. Section 103 of the Omnibus Parks and Public Lands Management Act of 1996, Public Law 104-333, 110 Stat. 4097 (the "Trust Act," as defined hereafter in Section 1.21) created the Trust, a federal government corporation established for the purpose of managing the leasing, maintenance, rehabilitation, and improvement of Area B of the Presidio in accordance with the general objectives of the approved 1994 General Management Plan Amendment for the Presidio in a manner that protects the Presidio from development and uses that would destroy the scenic beauty and historic and natural characteristics of the area and cultural and recreational resources.

H. The Trust Act requires the Trust to accomplish these goals while also becoming financially self-sufficient within fifteen years after the first meeting of the Trust's Board of Directors on July 9, 1997.

I. Pursuant to the Trust Act, DOI transferred to the Trust administrative jurisdiction over Area B of the Presidio, which transfer occurred as of 12:00 a.m. Pacific Daylight Time on July 1, 1998. The Trust Act provides that DOI shall retain administrative jurisdiction over Area A of the Presidio.

J. DOI and the Trust have entered into a separate agreement, effective upon the Effective Date (as defined hereafter in Section 1.9), that concerns actions necessary to address environmental remediation concerning Area A of the Presidio ("Area A MOA" and attached hereto as Exhibit 3).

K. The Parties acknowledge that this Agreement has been negotiated in good faith with the mutual goals of (i) efficiently and effectively completing all actions necessary to address remediation of Substances and Conditions (as defined hereafter in Section 1.17) at the Presidio; (ii) expediting the clean up and reuse of the Presidio and ensuring protection of human health and the environment; and (iii) providing an Agreement that it is fair, reasonable, and in the public interest.

L. The Parties intend that, except as otherwise provided in this Agreement, the Trust assume and relieve the Army of all responsibility for performing all actions necessary to accomplish environmental remediation of Enumerated Sites (as defined hereafter in Section 1.10). The Parties intend that the Army shall have no responsibility or obligation whatsoever for the funding and performance of any and all actions regarding Enumerated Sites except as otherwise provided in this Agreement.

M. The Parties intend that the Army retain sole responsibility for funding and performance of all actions required under Applicable Law to address environmental remediation of Unknown Contamination (as defined hereafter in Section 1.22) except as otherwise provided in this Agreement, and that the Trust and DOI assume no responsibility or obligation whatsoever for

Unknown Contamination or for the funding and performance of any and all actions related to any Unknown Contamination except as otherwise provided in this Agreement.

N. The Parties further intend that this Agreement have no effect on any liabilities that may attach to any Party except for those liabilities addressed in this Agreement. The Parties intend that Subagreement #7 remain in full force and effect as between the Army and DOI with respect to all obligations and responsibilities retained by the Army hereunder as to Unknown Contamination except as modified by this agreement.

O. The Parties acknowledge that it is the Army's position that all lead based paint, asbestos, and/or asbestos containing materials in or on structures at the Presidio were in compliance with all Applicable Laws at the time the Army transferred administrative jurisdiction over the Presidio to DOI, and the Army therefore believes it has no further responsibility for actions, if any, that may be necessary to address such substances in or on such structures. The Army acknowledges that the Trust and DOI do not share the Army's view on this issue.

P. The Parties intend that the Army will transfer funds to the Trust as provided in this Agreement. Furthermore, the Parties anticipate that, based on reasonably diligent investigation and the terms of this Agreement, such funds are sufficient to remediate Enumerated Sites in accordance with Applicable Law, and are the maximum amount the Army shall be expected to transfer to the Trust in association with environmental remediation of Enumerated Sites.

Q. The Parties intend that by this Agreement the Army shall, in accordance with Executive Order 12580 and the March 25, 1992 redelegation of authority from the Department of Defense to the Army, redelegate to the Trust the Army's lead agency status for environmental remediation of the Presidio. DOI concurs with this redelegation.

R. The Parties intend that the Trust serve as the entity with which regulatory agencies and the public communicate or otherwise interact regarding the presence of Substances and Conditions at the Presidio. As part of the Trust's role with respect to the regulatory agencies and the public, the Parties further intend that the Trust will preserve and continue the participation of the present Restoration Advisory Board ("RAB") in the environmental remediation process at the Presidio.

NOW, THEREFORE, the Parties incorporate into this Agreement the foregoing recitals, and in consideration of the terms and conditions contained herein, and intending to be legally bound hereby, agree as follows:

Section 1. Definitions

In addition to other defined terms set forth in this Agreement, the following definitions shall apply to the terms set forth herein:

1.1 Administrative Record The term "Administrative Record" shall mean those documents that are required to have been compiled and maintained to constitute the record and form the basis of environmental cleanup at the Presidio, including those documents required to be compiled and maintained in accordance with 40 C.F.R. §§ 800-825. Such documents include, but are not limited to, decision documents, final reports, correspondence, public comment, RAB transcription, regulatory input and related documents. Draft reports are not part of the Administrative Record unless they represent the only record of a specific site.

1.2 Agreement The term "Agreement" shall mean this Agreement -- "Memorandum of Agreement Regarding Environmental Remediation at the Presidio of San Francisco" entered into by and among the United States Department of Defense, Department of the Army; the Presidio Trust; and the United States Department of Interior, National Park Service -- and shall include all exhibits

to this Agreement. All such exhibits shall be attached to and made an integral and enforceable part of this Agreement.

1.3 Applicable Law The term "Applicable Law" or "Applicable Laws" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, applicable federal agency policies, orders, judgments and decrees related to and/or affecting this Agreement or activities hereunder concerning the environment, natural resources, and public (including employee) health and safety, including those relating to emissions, discharges, releases or threatened releases of Hazardous Materials (as defined hereafter in Section 1.11) into the environment (including ambient air, surface and ground water, and land), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, whether currently existing or enacted in the future; provided, however, that nothing in this Agreement shall constitute a waiver of sovereign immunity by any Party.

1.4 Army The term "Army" shall mean the United States Department of the Army.

1.5 Business Days The term "Business Days" shall mean Days (as defined hereafter in Section 1.7) other than Saturdays, Sundays, and federal and state legal holidays.

1.6 CERCLA The term "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, Public Law 96-510, 42 U.S.C. §§ 9601-9675, as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, and any subsequent amendments.

1.7 Days The term “Days” shall mean calendar days, unless Business Days are specified.

1.8 DOI The term “DOI” shall mean the United States Department of the Interior, National Park Service.

1.9 Effective Date The term “Effective Date” shall mean the date on which this Agreement becomes effective, which shall be the date that the last of the Parties to execute the Agreement has executed this Agreement.

1.10 Enumerated Sites The term “Enumerated Sites” shall mean all Substances and Conditions at those sites designated in bold in the left margin of the pages comprising Exhibit 2 to this Agreement, and defined by the reference to such sites in the reports listed under each such site designation in Exhibit 2, except that Enumerated Sites does not include any unknown, unforeseeable Substance or Condition discovered at the Enumerated Sites, to the extent such unknown, unforeseeable Substance or Condition renders a remedy no longer protective of human health or the environment.

1.11 Hazardous Materials The term “Hazardous Materials” shall mean any substance that is or becomes defined as a pollutant, contaminant, hazardous waste, hazardous substance, hazardous material, toxic substance or like term under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6987; CERCLA, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801-1812; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Clean Air Act, 42 U.S.C. §§ 7401-7642; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2655; the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j; the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11011-11050; Title X of Public Law 102-550, 42 U.S.C. §§ 4822, 4851-4856; the Occupational Safety and Health Act, 29 U.S.C. §§ 651-678; and similar California laws; as any of

the same have been or from time to time may be amended. Hazardous Materials includes but is not limited to PCBs, friable asbestos, crude oil or fractions thereof, medical waste and radioactive materials.

1.12 Operation and Maintenance The term "Operation and Maintenance" shall mean those activities required to maintain the effectiveness of environmental remediation actions.

1.13 Parties The term "Parties" shall mean those parties that have entered into this Agreement; such parties are the Army, the Trust and the DOI.

1.14 Presidio The term "Presidio" shall mean the Presidio of San Francisco, consisting of "Area A" and "Area B" as shown on the map entitled "Presidio Trust Number 1" dated December 7, 1995 and which is on file at the offices of the Trust and the National Park Service.

1.15 RAB The term "RAB" shall mean the Restoration Advisory Board for the Presidio.

1.16 Subagreement #7 The term "Subagreement #7" shall mean "Subagreement #7, Environmental Restoration" between the Army and DOI, last executed May 10, 1994 and which is part of the Presidio Interagency Agreement between the Army and DOI.

1.17 Substances and Conditions The term "Substances and Conditions" shall mean any substance, condition, or material (including, but not limited to, Hazardous Materials) that presents or is likely to present a threat to human health or the environment and for which action is required under Applicable Law.

1.19 Transition Period The term "Transition Period" shall mean the ninety (90) day period that begins to run the first day following the Effective Date.

1.20 Trust The term "Trust" shall mean the Presidio Trust, a wholly-owned federal government corporation established pursuant to the Trust Act.

1.21 Trust Act The term "Trust Act" shall mean section 103 of the Omnibus Parks and Public Lands Management Act of 1996, Public Law 104-333, 110 Stat. 4097, which established the Trust.

1.22 Unknown Contamination The term "Unknown Contamination" shall mean any Substance and Condition located at or migrating from the Presidio that is not an Enumerated Site and is Attributable to the Army. For the purposes of this section 1.22, the term "Attributable to the Army" shall mean any Substance or Condition that existed at the Presidio before October 1, 1994, or that exists at the Presidio as the result of any act or omission of the Army, its employees, contractors, or subcontractors that occurred on or after October 1, 1994. For the purposes of this Agreement, any Substance or Condition at the Presidio that existed prior to 1994, as among the Parties shall be deemed Attributable to the Army.

Section 2. Authority

2.1 Army The Army enters into this Agreement pursuant to the Golden Gate National Recreation Area Enabling Act, 16 U.S.C. §§ 460bb *et seq.*; 10 U.S.C. § 2701(d); the BRAC Legislation, Title II of Public Law 100-526, 10 U.S.C. § 2687, note; and Executive Order 12580.

2.2 Trust The Trust enters into this Agreement pursuant to the Trust Act; the Economy Act, 31 U.S.C. § 1535; and Executive Order 12580.

2.3 DOI DOI enters into this Agreement pursuant to Sections 104, 107(f) and 120 of CERCLA, 42 U.S.C. §§ 9604, 9607(f) and 9620; the National Park Service Organic Act, 16 U.S.C.

§§ 1 *et seq.*; and the Golden Gate National Recreation Area Enabling Act, 16 U.S.C. §§ 460bb *et seq.*

2.4 Lead Agency Status

(a) **Army Redelelegation; Trust Consent** In accordance with section 11(g) of Executive Order 12580 and the March 25, 1992 redelegation of authority to the Army from the Department of Defense, the Army, upon the Effective Date of this Agreement, redelegates to the Trust the Army's authority under section 2(d) of Executive Order 12580 with respect to response and related authorities under CERCLA for addressing Substances and Conditions at the Presidio. The Chairman of the Board of Directors of the Trust consents to such redelegation.

(b) **DOI Concurrence** DOI concurs with the Army's redelegation of lead agency status provided in Section 2.4(a) of this Agreement.

Section 3. Trust Responsibilities

3.1 Generally

(a) **Contact With Regulatory Agencies and the Public** As of the Effective Date, the Trust shall serve as the entity with which regulatory agencies and the public communicate or otherwise interact regarding the presence of Substances and Conditions at the Presidio. As part of the Trust's role with respect to the regulatory agencies and the public, the Trust shall preserve and continue the participation of the present RAB and the Community Relations Support Program in the environmental remediation process at the Presidio. Notwithstanding the above, the Trust cannot commit the Army's resources or require the Army to perform actions except pursuant to the claim and dispute resolution procedures set forth in Sections 6 and 11 of this Agreement.

(b) **Reuse Plan** The Trust's actions under this Agreement shall be in accordance with the Trust Act and the approved 1994 General Management Plan Amendment for the Presidio, as applicable.

(c) **Use of Funds** The Parties anticipate that, based on reasonably diligent investigation and the terms of this Agreement, the total amount of funds to be transferred from the Army to the Trust in accordance with Section 4.2(a) of this Agreement is sufficient to fund the development and implementation of all actions required under Applicable Law to address environmental remediation of Enumerated Sites, and the Trust shall use the funds for such purpose. The Trust further agrees that the Trust may not use the funds transferred from the Army to the Trust for any purpose other than for actions necessary to address environmental remediation of Enumerated Sites, unless and until such time as the Trust has completed all construction activities required for implementation of the remedies for all of the Area A Remediation Sites, as defined in Section 1.3 of the Area A MOA; provided, however, that such excess funds, if any, may be used only to address Substances and Conditions and only after setting aside and reserving sufficient funds to address remaining operation and maintenance obligations at the Enumerated Sites. The Trust shall maintain an accounting system for the expenditure of these funds. The Army or DOI may receive an accounting on request, and the Trust shall prepare and provide such an accounting at the requesting Party's expense. Upon request, the Trust shall also provide the Army or DOI with a copy of future studies of the Trust performed by the General Accounting Office pursuant to Section 106 of the Trust Act.

(d) **General Responsibility/Enforcement Actions/Orders and Directives** The Trust shall be responsible for all claims, damages, penalties, losses, liabilities and costs arising out of or related to the acts or omissions, pursuant to activities and responsibilities under this Agreement, of the Trust or the Trust's officers, directors, trustees, patrons, employees, agents and independent contractors.

Such responsibility includes the obligation, to the extent allowed by law, to comply with any and all administrative orders, compliance orders or other binding directives, civil penalties, fines, citations or other expenses associated with any governmental action or citizen environmental enforcement action pertaining to acts or omissions of the Trust pursuant to its responsibilities under this Agreement. Such responsibility applies regardless of whether such governmental or citizen environmental enforcement actions are addressed to the Army, DOI or to the Trust, unless such actions relate to acts or omissions of the Army during the Transition Period.

(e) **Administrative Record** The Trust shall assume responsibility for maintaining the Administrative Record provided to it by the Army in accordance with Section 4.1(c), and shall assume all responsibility for compiling and maintaining the Administrative Record for the Presidio in accordance with Applicable Law for all activities taken during or after the expiration of the Transition Period. The Trust agrees that prior to the transfer of the Administrative Record from the Army to the Trust in accordance with Section 4.1(c), the Trust shall cooperate with the Army regarding maintenance of the Administrative Record by providing the Army with necessary and appropriate records for inclusion in the Administrative Record regarding remedial work or other actions.

3.2 Enumerated Sites Except as provided in Sections 4.2, 4.4, 8(a), 9.3 and 12 of this Agreement, upon receipt of funds transferred to the Trust by the Army in accordance with Section 4.2(a)(2)(A) of this Agreement, the Trust assumes, and relieves the Army of, all further responsibility and obligation (including responsibility for obtaining and funding any regulatory oversight and assistance) for actions necessary under Applicable Law to address environmental remediation of Enumerated Sites.

3.3 Unknown Contamination The Trust shall assume no responsibilities or obligations concerning Unknown Contamination except for and limited to the following circumstances:

(a) Notice to the Army Upon Discovery of Unknown Contamination Within fifteen (15) days after the Trust discovers or otherwise receives notification of the discovery of the presence or reasonably likely presence of Unknown Contamination at or migrating from the Presidio, the Trust shall provide written notice to the Army. Such notice shall describe, to the extent known by the Trust, the location and nature of the Substance or Condition discovered or believed likely to be present, and the basis under which action is required. Such notice shall constitute the Trust's request that the Army take action in accordance with Section 4.3 of this Agreement. As soon as reasonably practicable thereafter, the Trust shall provide any additional information that becomes known to it regarding the Unknown Contamination.

(b) Trust Right to Take Action Notwithstanding the notification requirement in Section 3.3(a), the Trust may take action with respect to such Unknown Contamination if, and to the extent that, (i) immediate action is required by a regulatory agency to address an imminent threat to human health or the environment; (ii) in the Trust's reasonable judgment, immediate action is required to address an imminent threat to human health or the environment; (iii) in the Trust's reasonable judgment, immediate action is necessary as a result of the Trust's redevelopment plans; or (iv) the Army fails to confer with the Trust in accordance with Section 4.3(b); provided, however, that the Trust must provide the Army with written notice as soon as possible regarding an action that the Trust takes or intends to take with regard to any Unknown Contamination in accordance with this Section 3.3(b). Such notice shall include a description of the actions the Trust has taken or intends to take. The Army may dispute any action taken or to be taken by the Trust with regard to Unknown Contamination pursuant to this Section 3.3(b) by providing written notice to the Trust within thirty

(30) days after the Army receives notice under this Section 3.3(b). If the Army disputes a Trust action under this Section 3.3(b) with regard to Unknown Contamination and the Parties cannot resolve their disagreement, either Party may submit the matter to dispute resolution in accordance with Section 11.

(c) Claims for Costs of Taking Action If the Trust incurs costs as the result of taking action pursuant to Section 3.3(b), the Trust may submit a written claim to the Army in accordance with Section 6, and pursuant to Section 6 the Army either shall reimburse the Trust, or shall submit all or part of the claim to dispute resolution in accordance with Section 11.

(d) Notice to DOI Any notice required under this Section 3.3 shall also be provided to DOI.

3.4 Reimbursement of the Army In the event the Trust fails or is unable to fulfill its obligations under this Agreement with respect to Enumerated Sites, and the Army is required by the appropriate regulatory agency(ies) to pay for or perform environmental remediation of such contamination, the Army shall provide notice to the Trust and may take action under the same terms and conditions as specified for the Trust under Section 3.3 of this Agreement. If the Army incurs costs as a result of taking such action, the Army may submit a written claim to the Trust in accordance with Section 6, and pursuant to Section 6 the Trust either shall reimburse the Army, or shall submit all or part of the claim to dispute resolution in accordance with Section 11.

Section 4. Army Responsibilities

4.1 Generally

(a) General Responsibility/Enforcement Actions/Orders and Directives The Army shall be responsible for all claims, damages, penalties, losses, liabilities and costs arising out of or related to the acts or omissions, pursuant to activities and responsibilities under this Agreement, of the Army

or the Army's officers, administrators, staff, employees, agents and independent contractors. Such responsibility includes the obligation, to the extent allowed by law, to comply with any and all administrative orders, compliance orders or other binding directives, civil penalties, fines, citations or other expenses associated with any governmental action or citizen environmental enforcement action pertaining to acts or omissions of the Army pursuant to its responsibilities under this Agreement. Such responsibility applies regardless of whether such governmental or citizen environmental enforcement actions are addressed to the Army, DOI or the Trust; provided, however that the Trust shall take actions necessary to comply with all terms and conditions of the orders and directives listed in Exhibit 4, as they pertain to Enumerated Sites.

(b) National Priorities List If any portion of the Presidio is placed on the National Priorities List ("NPL"), 42 U.S.C. § 9605, then the Army is responsible and shall reimburse the Trust for any costs incurred by the Trust necessary to meet requirements under Applicable Law that are due to the listing of the Presidio on the NPL. The Trust shall submit a claim for such costs, and the Army shall respond to such claim, in accordance with Section 6 of this Agreement.

(c) Administrative Record The Army shall be responsible for the contents of the Administrative Record with respect to any activity at the Presidio that took place on or before the expiration of the Transition Period.

4.2 Enumerated Sites The Army shall retain no responsibilities or obligations for Enumerated Sites except for and limited to the following circumstances:

(a) Funds to be Transferred to the Trust The Army intends to transfer to the Trust the sum of One Hundred Million Dollars (\$100,000,000.00), which funds the Trust shall use in accordance with Section 3.1(c) of this Agreement. The Parties anticipate that, based on reasonably

diligent investigation and the terms of this Agreement, this amount of funds is sufficient to remediate Enumerated Sites in accordance with Applicable Law, and is the maximum amount the Army shall be expected to transfer to the Trust in association with environmental remediation of Enumerated Sites.

(1) Authority to Transfer Funds The Army has authority to transfer funds to the Trust in the manner contemplated under this Agreement pursuant to 10 U.S.C. § 2701(d) and Public Law 104-333, § 104.

(2) Transfer of Funds in Stages The transfer of funds from the Army to the Trust shall occur in the following four stages:

(A) Fiscal Year 1999 Transfer of Funds The Army shall transfer to the Trust Twenty-Five Million Dollars (\$25,000,000.00) appropriated to the Army for Fiscal Year 1999 within ninety (90) days of the Effective Date. The Army represents that it has sufficient appropriated funds to fulfill this obligation.

(B) Fiscal Year 2000 Transfer of Funds The Army shall, subject to Section 25 of this Agreement, transfer to the Trust Twenty-Five Million Dollars (\$25,000,000.00) appropriated to the Army within ninety (90) days after passage of the Military Construction Act or Continuing Resolution Authority or other legislation providing the Army for Fiscal Year 2000 with funds from which this amount will be transferred. The Army will use its best efforts to secure appropriations in Fiscal Year 2000 sufficient to fulfill this obligation.

(C) Fiscal Year 2001 Transfer of Funds The Army shall, subject to Section 25 of this Agreement, transfer to the Trust Twenty-Five Million Dollars (\$25,000,000.00) appropriated to the Army within ninety (90) days after passage of the Military Construction Act or Continuing Resolution Authority or other legislation providing the Army for Fiscal Year 2001 with funds from which this amount will be transferred. The Army will use its best efforts to secure appropriations in Fiscal Year 2001 sufficient to fulfill this obligation.

(D) Fiscal Year 2002 Transfer of Funds The Army shall, subject to Section 25 of this Agreement, transfer to the Trust Twenty-Five Million Dollars (\$25,000,000.00) appropriated to the Army within ninety (90) days after passage of the Military Construction Act or Continuing Resolution Authority or other legislation providing the Army for Fiscal Year 2002 with funds from which this amount will be transferred. The Army will use its best efforts to secure appropriations in Fiscal Year 2002 sufficient to fulfill this obligation.

(3) Electronic Transfer of Funds The transfers of funds described above shall be accomplished by the Army transferring the stated amounts by Fedwire Electronic Funds Transfer (EFT) to the Trust's Account in accordance with current EFT procedures. The Trust shall provide the Army with instructions for the routing of the EFT payments within thirty (30) days after the Effective Date.

(b) Agreement to Support Remediation Actions The Parties shall publicly support, as protective of human health and the environment, all remedial action documents and/or other actions necessary to address environmental remediation of Substances and Conditions at the Presidio

pursuant to this Agreement, and shall work together cooperatively and in a timely manner to obtain necessary regulatory approval of such documents and other actions and to support the implementation of such actions by one another.

(c) Transition Activities The Army shall fulfill all of its Transition Period obligations as set forth in Section 5.

(d) Additional Funds Notwithstanding any other provision of this Agreement, the Army shall seek appropriations for the cost of remediating Enumerated Sites, which exceed funds transferred by the Army to the Trust plus proceeds received from insurance required under this Agreement, to the extent such costs exceed ten million dollars, except with respect to cost overruns related to mismanagement or inefficiency.

4.3 Unknown Contamination If any Unknown Contamination is discovered which is located at or is migrating from the Presidio, or any information previously unknown is discovered regarding the presence or reasonably likely presence of Unknown Contamination at or migrating from the Presidio, then, as among the Parties, the Army shall be solely responsible for funding and performing any and all actions required under Applicable Law to address environmental remediation of such Unknown Contamination.

(a) Reuse Plan To the extent required by law, the approved 1994 General Management Plan Amendment for the Presidio as finalized and implemented, will be used as the indicator of future land use in the remedial decision making process in response to Unknown Contamination.

(b) Action Upon Notice of Unknown Contamination Within five (5) days after the Army receives notice from the Trust in accordance with Section 3.3(a) of the discovery of the presence or

reasonably likely presence of Unknown Contamination, the Army's Project Officer ("APO") shall confer with the Trust's Environmental Specialist ("ES"). The APO and the ES, in consultation with regulatory agencies as appropriate, shall attempt to agree upon the necessary and appropriate action, concerning such Unknown Contamination, including but not limited to (i) the Army's undertaking an agreed upon course of action to address remediation of the Unknown Contamination or (ii) the Army's providing funds to the Trust in consideration of the Trust's undertaking such course of action.

(c) Disputes With Regard to Unknown Contamination If the Parties cannot agree upon whether or what action is required under Applicable Law or on whether a Substance and Condition constitutes Unknown Contamination, the matter may be referred to dispute resolution in accordance with Section 11; provided, however, that to the extent the Trust reasonably believes that action must be taken prior to or during the dispute resolution process, the Trust may take action under the circumstances and in accordance with the procedures set forth in Section 3.3 of this Agreement. To the extent the Trust incurs costs as the result of taking action, the Trust may submit a written claim request to the Army in accordance with Section 3.3(c). This Section is without prejudice to or effect on the Trust's rights and obligations as set forth in Sections 3.3(a) and (b).

4.4 Radiologic Materials, Chemical and Biologic Warfare Agents and Unexploded Ordnance Notwithstanding anything to the contrary in Exhibit 2 or otherwise in this Agreement, the Army retains sole responsibility for any radiologic material, chemical warfare agent, biologic warfare agent, or unexploded ordnance at the Presidio.

Section 5. Transition Period

5.1 Transition Period Scope of Work The Transition Period scope of work is attached at Exhibit 5, and defines the responsibilities of the Army and the Trust, respectively, during the Transition Period.

5.2 Army Transition Period Responsibilities The Army's responsibilities during the Transition Period are set forth in Tables 4-1 to 4-3 of Exhibit 5. The Army agrees to fulfill those responsibilities, at its own expense unless otherwise provided, in accordance with the time frames set forth in Exhibit 5.

5.3 Administrative Record The Army shall transfer to the Trust the Administrative Record at the end of the Transition Period, or at some earlier date mutually agreed to by the Army and the Trust.

5.4 Post-Transition Activities The Army and its contractors and agents shall be reasonably available generally to consult with the Trust on an informal basis after the Transition Period ends on an as-needed basis. Except as otherwise provided in this Agreement, the Trust shall pay the Army for the services of the Army's contractors and for Army travel and temporary duty expenses in a manner agreed on by the Trust and Army. This section does not obligate the Army to retain any contractors or agents.

Section 6. Claim Procedures

A Party may seek reimbursement from another Party for costs and expenses incurred by that Party for which another Party is responsible pursuant to this Agreement. The reimbursing Party shall reimburse the Party seeking reimbursement and/or dispute such claims, in accordance with the following procedures:

6.1 Submission of a Claim The Party seeking reimbursement shall submit written notice to the other Party within ninety (90) days after the Party seeking reimbursement receives an invoice for the costs it incurs (provided that if such costs will be the subject of a series of invoices that relate to the same claim, the Party may elect to submit all such invoices within ninety (90) days after the last invoice relating to such claim is received), which notice shall (i) state in reasonably specific detail the reasons for the claim, (ii) reference the section or sections of this Agreement upon which the claim is based, and (iii) include a cost summary, setting forth the costs incurred by a Party along with detailed information for auditing purposes in the form of back up documentation explaining for each claimed expense the nature and purpose of the expenditures, and, to the extent reasonably available, the name and position of all persons involved in the activities giving rise to the expense, the date and hours worked by each such person, and the billing rate costs associated with such person. For purposes of this subparagraph, a cost is incurred when the bill for that cost is received.

6.2 Response to Claims Submitted Within thirty (30) days after receipt of the claim, the reimbursing Party shall provide written notice to the Party seeking reimbursement that it (i) intends to satisfy the claim request, (ii) contests the claim, or (iii) contests part of the claim and intends to satisfy the uncontested portion. If the reimbursing Party states that it will satisfy all or part of the claim, it shall pay the uncontested amounts within ninety (90) days after receipt of the claim, except that if the reimbursing Party is unable to obtain the funding necessary to pay the uncontested amounts within such time period, the reimbursing Party shall provide written notice of such circumstance within the 90 day period, along with the reimbursing Party's plan for seeking appropriations to obtain the uncontested amounts and the approximate time for obtaining such amounts and paying such claim. Such plan must be reasonable and provide for payment of funds as promptly as possible.

6.3 Disputes If a claim remains the subject of dispute after the preceding process, either Party may submit the matter to dispute resolution in accordance with Section 11.

6.4 Notice to Remaining Party Any notice required under this Section 6 shall also be provided to the Party who is not either the reimbursing Party or the Party requesting reimbursement.

Section 7. Representations

7.1 Army Representations

(a) Substances and Conditions The Army represents that, based on reasonably diligent investigation, Exhibit 6 represents the extent of Substances and Conditions present at the Presidio as of the Effective Date.

(b) CERCLA Section 120(h) The Army represents that the Trust can rely upon the Army's representation in Section 7.1(a) in connection with any representation the Trust is required to make in accordance with CERCLA § 120(h).

(c) Pending Actions The Army represents that there are no notices of intent to sue or pending governmental or citizen environmental enforcement actions or environmentally-related tort actions concerning the Presidio.

(d) Compliance With Applicable Laws The Army represents that, based on reasonably diligent investigation, it has complied with all Applicable Laws with respect to actions taken by it to address environmental remediation with respect to Substances and Conditions at the Presidio, including but not limited to using its best efforts in compiling and maintaining the Administrative Record in compliance with 40 C.F.R. §§ 300.800-300.825.

7.2 Trust Representations

(a) **Compliance With Applicable Law** The Trust represents that it will take all actions required under Applicable Law to address environmental remediation at the Enumerated Sites and will use its best efforts to comply with Applicable Law in implementing such actions.

(b) **Adequacy of Funds** The Trust represents that, based on reasonably diligent investigation, it anticipates that the funds to be transferred to it by the Army under this Agreement are sufficient to remediate Enumerated Sites in accordance with Applicable Law.

(c) **Use of Funds** The Trust represents that it will use the funds transferred from the Army to the Trust under Section 4.2(a) in accordance with the purposes set forth in Section 3.1(c).

7.3 Survival The representations in this Section 7 shall survive the termination of this Agreement.

Section 8. Lead-Based Paint, Asbestos and Asbestos Containing Materials

Notwithstanding Exhibit 2 or anything otherwise in this Agreement, the Parties' sole and entire agreement with respect to lead-based paint, asbestos and asbestos containing materials is as follows:

(a) **Lead-Based Paint, Asbestos or Asbestos Containing Material in Soil** The Trust assumes responsibility for lead-based paint, asbestos and/or asbestos containing material in or on soil at the Presidio. Notwithstanding the preceding sentence, the Army remains responsible for lead-based paint, asbestos and/or asbestos containing material at the Presidio to the extent that such substances are (i) discovered at a site that is not an Enumerated Site, and (ii) found in a manner and location demonstrating placement of such substances was for a disposal purpose and not due to the normal application, use, maintenance, or wear of these substances.

(b) Lead-Based Paint, Asbestos or Asbestos Containing Materials In or On Structures

The Parties agree that this Agreement does not address or otherwise affect the Parties' respective responsibilities or liabilities, if any, for lead-based paint, asbestos and/or asbestos containing materials in or on structures at the Presidio. Accordingly, lead-based paint, asbestos and asbestos containing materials in or on structures at the Presidio do not constitute Unknown Contamination.

Section 9. Effect of Agreement

9.1 DOI DOI assumes no liability by entering into this Agreement or by virtue of the Army's redelegation of its lead agency status to the Trust or the designation of the Trust as the federal entity responsible for actions necessary to address environmental remediation of Enumerated Sites or by virtue of its signature on any decision document.

9.2 Liabilities Not Addressed This Agreement has no effect on any liabilities that may attach to any Party except for those liabilities addressed expressly by this Agreement. Nothing in this Agreement shall affect the rights of any Party to this Agreement to allocate liability for or to seek reimbursement from any person, entity or agency that is not a Party to this Agreement for any act or omission of such third party concerning Substances and Conditions at the Presidio. Also, nothing in this Agreement shall affect the rights or liabilities of any Party with respect to any removal of Hazardous Materials from the Presidio and disposal of such Hazardous Materials at a location other than the Presidio prior to the Effective Date.

9.3 Other Substances and Conditions As among the Parties to this Agreement and in addition to the Army's responsibilities for Unknown Contamination at the Presidio, the sites listed in Sections 9.3(a), (b), (c) and (d) and any Substances and Conditions associated with those sites, shall be treated as Unknown Contamination under this Agreement, to the extent that such Substances and

Conditions are not otherwise remediated in accordance with Applicable Law by any entity that is not a party to this Agreement.

(a) **CALTRANS Area** All Substances and Conditions associated with the California Department of Transportation right-of-way through the Presidio.

(b) **Golden Gate Bridge District** All Substances and Conditions associated with activities within the Golden Gate Bridge District site.

(c) **Coast Guard Areas** All Substances and Conditions associated with the Fort Point Coast Guard site at the Presidio.

(d) **Offshore Sites** All Substances and Conditions seaward of the Presidio's Mean Lower Low Water elevation line at zero (0) feet, equal to the National Geodetic Vertical Datum of 1929 (NGVD29) at minus two point eight four (-2.84) feet, associated with the Crissy Field Skeet Range and Rifle Institute or associated with any other activity attributable to the Army.

9.4 Rights and Obligations Pursuant to Public Law 102-484 Nothing in this Agreement shall be construed to amend, alter or modify in any way any rights or obligations pursuant to Public Law 102-484, Div. A., Title III, § 330, 106 Stat. 2371 (1992), as amended, Public Law 103-160, Title X, § 1002, 107 Stat. 1745 (1993).

Section 10. Access to Information

10.1 Army Documents and Information Upon written request, and in addition to its obligation to transfer the Administrative Record, in accordance with Section 5.3 of this Agreement and those documents and information identified in Exhibit 5 in accordance with Section 5.2, the Army shall transfer or make available to the Trust, as appropriate on a timely basis, sampling,

analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing and other data within its possession, or that of its agents or contractors (non-proprietary and non-privileged in nature, unclassified or not otherwise exempt from release) relating to the environmental cleanup of Substances and Conditions at the Presidio. With respect to any document or information provided to the Trust or DOI under this Section 10.1 that is considered for release to a third party, the Trust or DOI shall, consistent with the procedures set forth in 36 C.F.R. part 1007, notify the Army of such request and provide the Army an opportunity to object to such request. For purposes of this section, with respect to contractors, the Army will transfer or make available such data to the extent such data is deliverable under the existing contract with such contractor. To the extent such data is not a deliverable under the existing contract, the Army shall use its best efforts to make such data available.

10.2 Trust Documents and Information Upon written request, the Trust shall transfer or make available to the Army, as appropriate on a timely basis, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing and other data within its possession, or that of its agents or contractors (non-proprietary and non-privileged in nature, unclassified or not otherwise exempt from release) relating to the environmental cleanup of Substances and Conditions at the Presidio. With respect to any document or information provided to the Army under this Section 10.2 that is considered for release to a third party, the Army shall, consistent with the procedures set forth in 36 C.F.R. part 1007, notify the Trust of such request and provide the Army an opportunity to object to such request.

Section 11. Dispute Resolution

11.1 Available Remedies Except as expressly provided in Section 11 of this Agreement, dispute resolution is the sole recourse of any Party to this Agreement with respect to any aspect of

this Agreement. Any dispute which arises under or with respect to this Agreement shall in the first instance be the subject of informal dispute resolution as set forth in Section 11.2, and if not resolved informally shall be referred to formal dispute resolution in accordance with Section 11.3.

11.2 Informal Dispute Resolution -- Staff Level A dispute shall be considered to have arisen when one Party sends the other Parties written notice of such dispute, which notice shall expressly invoke the dispute resolution process provided under this Agreement (“Notice of Dispute”). A Party shall submit the Notice of Dispute initially to the Trust’s Environmental Specialist, the Army Project Officer, and DOI’s Project Manager (collectively referred to as “Staff Level Negotiators”). The Notice of Dispute shall set forth in reasonable detail the nature of the dispute. The Staff Level Negotiators shall confer within fifteen (15) days after receiving the Notice. If within thirty (30) days after submission the Staff Level Negotiators cannot settle the dispute, the Staff Level Negotiators shall immediately submit the dispute to the Management Level Negotiators in accordance with the formal dispute procedures set forth in Section 11.3(a).

11.3 Formal Dispute Resolution

(a) Management Level

(1) Within twenty (20) days after the thirty (30) day period described in Section 11.2, each Staff Level Negotiator shall submit to the Executive Director of the Trust; the Chief, Base Realignment and Closure Office, Department of the Army; and the General Superintendent of the Golden Gate National Recreation Area (collectively referred to as “Management Level Negotiators”) a written statement explaining the nature of the dispute and the position taken by such Staff Level Negotiator. This explanation shall contain, at a

minimum, any factual data, analysis or opinion and any supporting documentation relied upon by such Staff Level Negotiator.

(2) The Management Level Negotiators shall confer within fifteen (15) days after the close of the twenty (20) day period described in Section 11.3(a)(1). An administrative record of the dispute (the "Record of Dispute") shall be maintained in a manner determined by the Management Level Negotiators and shall contain the statements of each Staff Level Negotiator received during the twenty (20) day period and any supporting documentation. If within thirty (30) days after the close of the twenty (20) day period the Management Level Negotiators cannot settle the dispute, the Management Level Negotiators shall immediately submit the dispute to Executive Level Negotiators in accordance with Section 11.3(b).

(b) **Executive Level** The Management Level Negotiators shall submit to the Chairman of the Board of Directors for the Trust; the Deputy Assistant Secretary of the Army, Environment, Safety and Occupational Health for the Army; and the Secretary of Interior for DOI, or their respective designees (collectively referred to as the "Executive Level Negotiators") the Record of Dispute. In addition, each Management Level Negotiator shall provide to the Executive Level Negotiators any additional written statement that such Management Level Negotiator deems appropriate to support such Management Level Negotiator's position. The Executive Level Negotiators shall confer within fifteen (15) days after receiving the submissions described above to resolve the dispute. The Executive Level Negotiators shall determine the manner in which to record the resolution and shall issue all parties a copy of the written resolution. If, within thirty (30) days after submission, the Executive Level Negotiators cannot resolve the dispute, then either DOI (if the subject of the dispute directly involves Area A), the Trust, or the Army may refer the dispute to the U.S. Attorney General, in a manner consistent with the procedures set forth in Executive Order

12146 and in accordance with Section 11.3(c). If the subject of the dispute does not directly involve Area A, and the Army and the Trust reach agreement on the resolution of such dispute, then such resolution shall be binding on all Parties to this Agreement.

(c) Attorney General Review The Parties shall submit the Record of Dispute to the Assistant Attorney General, Office of Legal Counsel, and to the Assistant Attorney General, Environment and Natural Resources Division. The Record of Dispute shall include any timing constraints associated with the dispute. All Parties agree to be bound by the decision of the Attorney General or his/her designee. The Parties agree to disclose to the other Parties any ex parte communication that such Party has had with the Attorney General or his/her designee concerning a dispute subject to Attorney General Review under this Section 11.3(c).

(d) Time Limits All time limits provided in the dispute resolution process set forth above may be extended on a case by case basis by mutual agreement of the Parties. The Parties agree that time is of the essence with respect to the dispute resolution procedures set forth in this Section 11.

11.4 Failure to Participate in Dispute Resolution If any Party fails to participate in a dispute resolution procedure set forth in Section 11, or if the Staff Level Negotiator of any Party fails to submit a written statement within the twenty (20) day period provided in Section 11.3(a)(1), then such Party(ies) shall be deemed to have waived its (their) dispute resolution procedure rights regarding that dispute and a decision rendered by the participating Party(ies) against the absent Party(ies) shall be binding on all Parties. The absent Party shall have no right to appeal that decision to higher levels in dispute resolution.

11.5 Work Stoppage The pendency of any dispute under this Section 11 shall not affect the Parties' responsibilities for timely performance of work and obligations required under this

Agreement. The Trust, in its reasonable judgment, may decide whether work should be discontinued; provided, however, that before issuing an order that would stop the environmental remediation work that is the subject of the dispute, the Trust must first consult with the appropriate regulatory agencies. Only remediation work directly affected by the subject of the dispute may be stopped by the Trust pursuant to this section.

11.6 Resolution at the Lowest Possible Level The Parties agree that in exercising their rights under this section, they shall use their best efforts to resolve disputes at the lowest organizational level possible.

11.7 Delay in Compliance With Final Decisions If a Party is required to pay a claim of another Party pursuant this Section 11, the Party required to pay a claim shall pay such claim within thirty (30) days of receipt of written notice of a final determination that such claim must be paid; provided, however, if the Party required to pay such claim is unable to obtain the funding necessary to pay the amount of the claim within such time period, the Party required to pay such claim shall provide written notice of such circumstance within the 90 day period, along with that Party's plan for seeking appropriations to obtain the amount of the claim and the approximate time for obtaining such amounts and paying such claim. Such plan must be reasonable and provide for payment of funds as promptly as possible.

Section 12. Termination

12.1 Grounds for Termination This Agreement may be terminated only if the Army fails to provide funds identified for payment to the Trust in accordance with section 4.2(a)(2)(A)-(D) of this Agreement. In the event the Army fails to provide such funds, a Party may terminate the Agreement in accordance with the procedures set forth in Section 12.2

12.2 Termination Procedures If a Party is entitled to and demands termination of this Agreement, it shall provide written notice to the other Parties. Within thirty (30) days after the notice is provided, the Trust shall return to the Army any and all funds paid to the Trust but not yet expended or obligated in accordance with the terms of this Agreement. Within forty-five (45) days after the notice is provided, the Trust shall provide to the Army a detailed accounting of all funds expended by the Trust. If the Army and Trust are unable to agree on a final accounting of expended funds, the matter shall be submitted to the dispute resolution process set forth in Section 11 of this Agreement. This Agreement shall terminate within thirty (30) days after the notice is provided or on the date of final resolution of any dispute regarding the final accounting, whichever is later.

12.3 Effect of Termination If this Agreement is terminated, the status of the Parties, with respect to Substances and Conditions at the Presidio and funding for environmental remediation of such Substances and Conditions, shall revert to that as existed immediately preceding the Effective Date. By way of example and not limitation, upon such termination, Subagreement #7 shall be given full force and effect in accordance with its terms.

Section 13. Subagreement #7

Subagreement #7 shall remain in full force and effect in accordance with its terms with respect to all obligations and responsibilities retained by the Army as to Unknown Contamination except as modified by this Agreement. Subagreement #7 is superseded by this Agreement as to the Army's responsibility for actions necessary to address environmental remediation at the Enumerated Sites; provided, however, that in the event this Agreement is terminated pursuant to Section 12, Subagreement #7 shall be given full force and effect in accordance with its terms.

Section 14. Complete Agreement Between the Trust, DOI and the Army

Subject to Section 13, this Agreement constitutes the complete agreement between the Trust, DOI and the Army regarding the allocation of responsibility for Substances and Conditions at the Presidio.

Section 15. Agreement Between the Trust and DOI

This Agreement and the Area A MOA constitute the complete agreement between DOI and the Trust with respect to Substances and Conditions at the Presidio.

Section 16. Force Majeure

Notwithstanding any other provision of this Agreement, if a Party's performance is delayed by causes which could not have been reasonably foreseen or prevented, excluding financial inability, imprudent management or negligence, gross negligence or reckless conduct, but including war, acts of God, action or inaction of Congress, civil commotion, labor disputes, damage due to fire or other casualty, or other causes beyond the reasonable control of such Party, then such Party's performance shall be excused for the period of delay and the period for performance shall be extended for a period equivalent to the period of delay.

Section 17. Notice

All notices, consents, requests, claims, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes upon receipt on any business day before 5:00 p.m. recipient's local time and on the next business day if received after 5:00 p.m. or on other than a business day, including, without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, (iii) delivery by United

States first class certified or registered mail, postage prepaid and (iv) transmitted by telecopies or facsimile, addressed to the Parties at their respective addresses as set forth below:

For the Army:

Base Environmental Coordinator
Presidio of San Francisco
Army BRAC Environmental Office
604 Murray Circle
East Fort Baker
Sausalito, CA 94965
Telephone: (415) 289-7405
Facsimile: (415) 289-7402

For the Trust:

Executive Director
P.O. Box 29052
34 Graham Street
Presido of San Francisco
San Francisco, CA 94129-0052
Telephone: (415) 561-5300
Facsimile: (415) 561-5315

For DOI:

General Superintendent
Golden Gate National Recreation Area
National Park Service
Fort Mason, Building 201
San Francisco, CA 94123
Telephone: (415) 561-4620
Facsimile: (415) 561-4610

Any Party may change its by seven days' prior written notice to the other Parties in the manner set forth above. In addition, except as otherwise provided in this Agreement, any Party may designate, from time to time, by written notice given pursuant to this Section 17, additional addresses for notices or other or additional representatives for receipt of notices. Receipt of communications by United States first class certified or registered mail or by courier will be sufficiently evidenced by return receipt. Receipt of communications by facsimile will be sufficiently

evidenced by a machine-generated evidence of transmission without notation of error. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving Party shall promptly notify the transmitting Party of any transmission problem and the transmitting Party shall promptly re-send any affected pages.

Section 18. Negation of Agency Relationship

This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency between or among the Parties. No Party (including such Party's agents, employees, or contractors) is authorized to act on behalf of any other Party in any manner relating to the subject matter of this Agreement. No Party shall be liable for the contracts, acts, errors, or omissions of the officers, administrators, agents, staff, employees, or contractors of any other Party entered into, committed, or performed with respect to or in the performance of this Agreement.

Section 19. Assumption of Army Contracts

Upon request of the Trust, the Army, to the extent permitted by law, may allow the Trust to assume any contracts concerning environmental remediation at the Enumerated Sites to which the Army is a party as of the Effective Date.

Section 20. Governing Law

The laws of the United States shall govern this Agreement.

Section 21. Headings

The subject headings of the Sections of this Agreement are provided for convenience only and shall not affect the construction or interpretation of any of the provisions hereof.

Section 22. Amendments and Waivers Must be in Writing

No amendment or waiver of or agreement to terminate this Agreement shall be valid unless it is executed by all the Parties.

Section 23. No Third Party Beneficiaries

Nothing in this Agreement as a whole, nor any provision contained in this Agreement shall create, imply or give to any person or entity who is not a Party to this Agreement any claim or right of action against the Army, the Trust or DOI.

Section 24. Parties Bound

This Agreement shall apply to and be binding upon the Army, the Trust and DOI. Each of the Parties warrants that it is authorized and qualified to enter into this Agreement.

Section 25. Anti-Deficiency Act

25.1 Compliance With Anti-Deficiency Act Notwithstanding any other provision of this Agreement, the obligations of the Parties to this agreement are made subject to the requirements and limitations of the Anti-Deficiency Act, 31 U.S.C. 1341 *et seq.*, as it may apply to each Party, and nothing in this Agreement shall be interpreted to require obligation or payment of funds by the Army or by the Trust in violation of the Anti-Deficiency Act, as it may apply to each Party.

25.2 Obligation of Funds To the extent this Agreement contains obligations of appropriated funds designated by the Army for transfer to the Trust, such obligations are contingent upon the availability of appropriated funds from which the designated transfers can be made, and no provision herein shall be interpreted to require obligation, transfer or payment of funds in violation of the Anti-Deficiency Act or other law. It is the intention of the Army that its obligations under this Agreement shall be fully funded. The Army agrees to use its best efforts to seek and procure

sufficient funding through the Department of Defense budgetary process to fulfill its obligations in their entirety under this Agreement. Nothing in this Section 25.2 shall be construed to affect the Trust's rights under this Agreement including, but not limited to its rights under Section 12 hereof.

Section 26. Positions Eliminated

If any job title referred to in this Agreement is eliminated or is otherwise changed because of organizational restructuring or for other reasons, the job title(s) of the person(s) who subsequently becomes responsible for the duties of the person(s) in the eliminated or changed position(s) shall be implicitly incorporated into this Agreement and this Agreement need not be formally amended for such substitution to take effect. Notwithstanding the automatic substitution contemplated under the foregoing sentence, each Party shall use its best efforts to provide written notice memorializing changes in that Party's organizational structure.

Section 27. Environmental Insurance

27.1 Enumerated Sites The Trust agrees to obtain environmental insurance sufficient, as determined by the Trust, to insure execution of the Trust's responsibilities with respect to Enumerated Sites under this Agreement. The Army and DOI shall be named as an additional insured on such insurance. The Trust's retention of such insurance is a condition precedent to this Agreement taking effect.

27.2 Unknown Contamination If the Trust obtains insurance with respect to Unknown Contamination, any such insurance policy, contract or agreement shall provide that the insurance provider may not take any action against the Army to recover any payment made by the insurance provider under the policy with respect to any claim.

27.3 Army Option to Obtain Insurance The Parties acknowledge that the Army is seeking an exception to applicable fiscal policy that would permit the Army to purchase, at its own cost, insurance for Unknown Contamination. If at any time during the course of this Agreement the Army determines that it can and desires to acquire such insurance, the Trust and DOI agree to support and cooperate in that effort. Such support and cooperation shall include, without limitation, considering whether the Army could be added, at the Army's own cost, as a named insured to any Trust insurance with respect to Unknown Contamination.

27.4 Concurrence With Claims Management To the extent the Trust's insurance provider is managing or defending a claim and the policy under which that claim is covered requires the Parties, upon the request of the insurance provider, to notify the insurance provider of the Parties' concurrence or nonconcurrence with such management or defense of the claim, the Parties shall use good faith efforts to reach a consensus.

Section 28. Trust Dissolution

In the event the Trust dissolves pursuant to existing law or through a future act of Congress, or in the event this Agreement terminates under the terms of this Agreement, the Trust shall, to the extent practicable, provide for the performance of the Trust's obligations under this Agreement. Unless otherwise provided for by law or agreement, any obligations of the Trust pertaining to the remediation of the Enumerated Sites not so provided for by the Trust shall revert to the Army.

Section 29. Signatories Authorized

Each Party represents that the person signing this Agreement on its behalf has authority to execute this Agreement on behalf of such Party.

EXECUTED BY THE PARTIES:

PRESIDIO TRUST

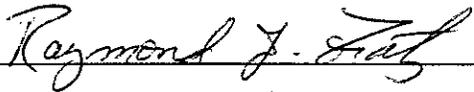


By:

May 24, 1999.

Date

UNITED STATES DEPARTMENT OF THE ARMY



By:

May 24, 1999

Date

UNITED STATES DEPARTMENT OF THE INTERIOR



By:

Gov John Berry

May 24, 1999

Date

EXHIBIT 1

**LEGAL DESCRIPTION OF PRESIDIO
OF SAN FRANCISCO**

LEGAL DESCRIPTION - PRESIDIO OF SAN FRANCISCO

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT AN 18-INCH SQUARE GRANITE MONUMENT MARKED "USMR", SAID MONUMENT BEING A POINT ON THE WESTERLY LINE OF LYON STREET, 66.36 FEET WIDE, DISTANT THEREON, 66.35 FEET NORTHERLY FROM THE NORTHERLY LINE OF PACIFIC AVENUE;

THENCE, LEAVING SAID WESTERLY LINE, SOUTH 77°04'39" WEST, 7310.03 FEET TO AN 8-INCH SQUARE GRANITE MONUMENT, SAID MONUMENT BEING LOCATED 342.71 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE MONUMENT LINE OF LAKE STREET, DISTANT THEREON 22.31 FEET EASTERLY FROM THE CITY MONUMENT AT THE SOUTHEAST CORNER OF 12TH AVENUE AND LAKE STREET;

THENCE NORTH 1°11'24" EAST, 151.13 FEET;

THENCE SOUTH 77°12'03" WEST, 395.97 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE ACT TRANSFERRING PROPERTY TO DEPARTMENT OF TREASURY, SAID ACT BEING CHAPTER 341 OF THE SIXTY-NINTH CONGRESS SESSION II, APPROVED MARCH 3, 1927, SAID PARCEL OF LAND BEING COMMONLY KNOWN AS THE MARINE HOSPITAL PROPERTY;

THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARY LINE OF SAID MARINE HOSPITAL PROPERTY, THE FOLLOWING 10 COURSES:

- 1) NORTH 20°43'03" EAST, 221.38 FEET;
- 2) NORTH 28°38'03" EAST, 173.99 FEET;
- 3) NORTH 43°57'03" EAST, 68.99 FEET;
- 4) NORTH 3°55'56" WEST, 204.45 FEET TO THE CENTER OF A 4-INCH ROUND CONCRETE MONUMENT;
- 5) NORTH 11°22'35" EAST, 170.44 FEET TO THE CENTER OF A 4-INCH ROUND CONCRETE MONUMENT;
- 6) NORTH 25°07'37" EAST, 184.90 FEET TO A 1-INCH IRON PIPE WITH LEAD AND COPPER PIN SET IN A 6-INCH SQUARE CONCRETE MONUMENT;
- 7) NORTH 68°50'08" WEST, 307.34 FEET TO A 1-INCH IRON PIPE WITH LEAD AND COPPER PIN SET IN A 6-INCH SQUARE CONCRETE MONUMENT;
- 8) NORTH 2°34'10" EAST, 225.08 FEET TO A 1-INCH IRON PIPE WITH LEAD AND COPPER PIN SET IN A 6-INCH SQUARE CONCRETE MONUMENT;
- 9) NORTH 52°46'59" WEST, 209.01 FEET TO THE CENTER OF A 1-INCH IRON PIPE SET IN A 6-INCH SQUARE CONCRETE MONUMENT; AND
- 10) SOUTH 82°10'01" WEST, 263.98 FEET;

THENCE LEAVING SAID BOUNDARY LINE, SOUTH 82°06'18" WEST, 639.24

FEET TO A POINT ON THE NORTHERLY EXTENSION ON THE WESTERLY LINE OF SAID MARINE HOSPITAL PROPERTY, DISTANT THEREON, NORTH 2°21'26" WEST, 269.18 FEET FROM THE NORTHWESTERLY CORNER OF SAID MARINE HOSPITAL PROPERTY;

THENCE ALONG SAID NORTHERLY EXTENSION, SOUTH 2°21'26" EAST, 269.18 FEET TO SAID NORTHWESTERLY CORNER OF SAID MARINE HOSPITAL PROPERTY;

THENCE ALONG SAID WESTERLY LINE OF SAID MARINE HOSPITAL PROPERTY, SOUTH 2°21'26" EAST, 1113.32 FEET TO A 1-INCH IRON PIPE WITH LEAD AND COPPER PIN SET IN A 6-INCH SQUARE CONCRETE MONUMENT;

THENCE LEAVING SAID WESTERLY LINE, NORTH 87°53'30" EAST, 360.47 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF 15TH AVENUE;

THENCE ALONG SAID NORTHERLY EXTENSION AND ALONG THE CENTER LINE OF 15TH AVENUE, SOUTH 2°04'04" EAST, 99.73 FEET;

THENCE LEAVING SAID CENTER LINE, SOUTH 9°41'39" EAST, 26.40 FEET TO A POINT WHICH LIES 31.50 FEET WESTERLY FROM, MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF 15TH AVENUE, AND 159.99 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF LAKE STREET;

THENCE NORTH 86°06'54" WEST, 166.99 FEET TO A POINT WHICH LIES 177.44 FEET NORTHERLY OF MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF LAKE STREET, AND 127.49 FEET EASTERLY FROM, MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF 16TH AVENUE;

THENCE NORTH 85°20'04" WEST, 70.40 FEET;

THENCE SOUTH 2°04'04" EAST, 0.90 FEET;

THENCE NORTH 86°04'41" WEST, 128.28 FEET TO A POINT ON THE WESTERLY LINE OF 16TH AVENUE, DISTANT THEREON NORTH 2°04'04" WEST, 198.18 FEET FROM THE NORTHERLY LINE OF LAKE STREET;

THENCE ALONG SAID WESTERLY LINE OF 16TH AVENUE, NORTH 2°04'04" WEST, 1.80 FEET;

THENCE LEAVING SAID WESTERLY LINE OF 16TH AVENUE, NORTH 86°19'04" WEST, 241.26 FEET TO A POINT ON THE EASTERLY LINE OF 17TH AVENUE, DISTANT THEREON NORTH 2°04'04" WEST, 224.15 FEET FROM THE NORTHERLY LINE OF LAKE STREET;

THENCE ALONG SAID EASTERLY LINE OF 16TH AVENUE, SOUTH 2°04'04" EAST, 0.74 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 86°08'10" WEST, 70.38 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM SPRING VALLEY WATER COMPANY TO UNITED STATES OF AMERICA RECORDED SEPTEMBER 19, 1923 IN BOOK 756 AT PAGE 332, OFFICIAL RECORDS OF THE COUNTY OF SAN FRANCISCO;

THENCE ALONG THE GENERAL SOUTHERLY LINE OF LAST SAID PARCEL, THE FOLLOWING 20 COURSES:

- 1) NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF A 11.16 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH CURVE BEARS SOUTH 87°55'56" WEST, THROUGH A CENTRAL ANGLE OF 71°14'00", AN ARC DISTANCE OF 13.87 FEET;
- 2) NORTH 73°18'04" WEST, 11.75 FEET;
- 3) NORTHWESTERLY ALONG THE ARC OF A 302.48 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°30'00", AN ARC DISTANCE OF 55.43 FEET;
- 4) NORTH 62°48'04" WEST, 26.87 FEET;
- 5) WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF A 148.38 FOOT RADIUS, TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 65°01'07", AN ARC DISTANCE OF 168.38 FEET TO A POINT OF REVERSE CURVATURE;
- 6) SOUTHWESTERLY ALONG THE ARC OF A 175.43 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 8°50'47", AN ARC DISTANCE OF 27.09 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF 18TH AVENUE, DISTANT THEREON, NORTH 2°04'04" WEST, 257.68 FEET FROM THE NORTHERLY LINE OF LAKE STREET;
- 7) CONTINUING WESTERLY ALONG SAID 175.43 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 51°51'58", AN ARC DISTANCE OF 158.80 FEET;
- 8) NORTH 67°06'26" WEST, 106.12 FEET;
- 9) NORTHWESTERLY AND WESTERLY ALONG THE ARC OF A 136.46 FOOT RADIUS, TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°08'31", AN ARC DISTANCE OF 62.26 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF 19TH AVENUE, DISTANT THEREON NORTH 2°04'04" WEST, 312.58 FEET FROM THE NORTHERLY LINE OF LAKE STREET;
- 10) CONTINUING WESTERLY ALONG SAID 136.46 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 7°25'55", AN ARC DISTANCE OF 17.70 FEET TO A POINT OF REVERSE CURVATURE;
- 11) WESTERLY ALONG THE ARC OF A 163.18 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°48'00", AN ARC DISTANCE OF 56.39 FEET;
- 12) NORTH 80°52'52" WEST, 50.10 FEET;
- 13) WESTERLY ALONG THE ARC OF A 181.49 FOOT RADIUS, TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°21'00", AN ARC DISTANCE OF 54.96 FEET;
- 14) SOUTH 81°46'08" WEST, 91.34 FEET;

- 15) WESTERLY ALONG THE ARC OF A 157.49 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°14'19" AN ARC DISTANCE OF 41.89 FEET TO A POINT ON THE CENTER LINE OF 20TH AVENUE, DISTANT THEREON, NORTH 2°04'04" WEST, 315.75 FEET FROM THE NORTHERLY LINE OF LAKE STREET;
- 16) CONTINUING WESTERLY ALONG SAID 157.49 FOOT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°19'03", AN ARC DISTANCE OF 58.60 FEET;
- 17) NORTH 61°40'29" WEST, 42.39 FEET;
- 18) WESTERLY ALONG THE ARC OF A 112.49 FOOT RADIUS, TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°17'00", AN ARC DISTANCE OF 55.53 FEET;
- 19) NORTH 89°57'29" WEST, 36.50 FEET; AND
- 20) SOUTHWESTERLY ALONG THE ARC OF A 127.49 FOOT RADIUS, TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°15'42" AN ARC DISTANCE OF 27.28 FEET TO THE EASTERLY MOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM JAMES H. FANNON TO THE UNITED STATES OF AMERICA RECORDED SEPTEMBER 19, 1923 IN BOOK 756 AT PAGE 338, OFFICIAL RECORDS OF THE COUNTY OF SAN FRANCISCO;

THENCE LEAVING SAID GENERAL SOUTHERLY LINE OF THE SPRING VALLEY WATER COMPANY TO U.S.A. PARCEL, ALONG THE SOUTHERLY LINE OF SAID JAMES H. FANNON TO THE U.S.A. PARCEL, THE FOLLOWING TWO COURSES:

- 1) CONTINUING WESTERLY ALONG THE LAST SAID 127.49 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°17'50" AN ARC DISTANCE OF 34.04 FEET TO A POINT OF REVERSE CURVATURE; AND
- 2) WESTERLY ALONG THE ARC OF A 127.49 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°30'53", AN ARC DISTANCE OF 36.73 FEET TO A POINT ON THE EASTERLY LINE OF 21ST AVENUE, DISTANT THEREON NORTH 2°04'04" WEST, 350.53 FEET FROM THE NORTHERLY LINE OF LAKE STREET, SAID POINT BEING A POINT ON THE AFOREMENTIONED GENERAL SOUTHERLY LINE OF THE SPRING VALLEY WATER COMPANY TO U.S.A. PARCEL;

THENCE CONTINUING ALONG SAID GENERAL SOUTHERLY LINE, THE FOLLOWING FOUR COURSES:

- 1) CONTINUING WESTERLY AND NORTHWESTERLY ALONG LAST SAID 127.49 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 51°06'27", AN ARC DISTANCE OF 113.72 FEET;
- 2) NORTH 49°54'01" WEST, 44.68 FEET;
- 3) NORTHWESTERLY AND WESTERLY ALONG THE ARC OF A 77.49 FOOT RADIUS, TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 64°20'50", AN ARC DISTANCE OF 87.03 FEET; AND
- 4) NORTH 82°27'19" WEST, 38.56 FEET TO THE SOUTHEASTERLY CORNER

OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM MILDRED MOORE TO THE UNITED STATES OF AMERICA RECORDED SEPTEMBER 19, 1923 IN BOOK 756 AT PAGE 336, OFFICIAL RECORDS OF THE COUNTY OF SAN FRANCISCO, SAID CORNER BEARS NORTH 52°15'56" EAST, 129.49 FEET FROM A POINT ON THE NORTHERLY LINE OF 22ND AVENUE, DISTANT THEREON SOUTH 83°45'34" EAST, 17.37 FEET FROM A POINT ON THE WESTERLY LINE OF 22ND AVENUE, DISTANT THEREON NORTH 2°04'04" WEST, 359.70 FEET FROM THE NORTHERLY LINE OF LAKE STREET;

THENCE LEAVING SAID GENERAL SOUTHERLY LINE, ALONG THE SOUTHERLY LINE OF THE MILDRED MOORE TO U.S.A. PARCEL, NORTH 82°27'19" WEST, 132.21 FEET TO THE SOUTHWESTERLY CORNER THEREOF, SAID CORNER BEING A POINT ON THE GENERAL SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM SPRING VALLEY WATER COMPANY TO THE UNITED STATES OF AMERICA, RECORDED JANUARY 5, 1917 IN BOOK 986 AT PAGE 119, OFFICIAL RECORDS OF THE COUNTY OF SAN FRANCISCO;

THENCE ALONG LAST SAID GENERAL SOUTHERLY LINE THE FOLLOWING 7 COURSES:

- 1) SOUTH 65°59'57" WEST, 7.51 FEET;
- 2) SOUTH 44°11'41" WEST, 70.58 FEET;
- 3) NORTH 80°45'44" WEST, 493.77 FEET TO A POINT ON THE EASTERLY LINE OF 24TH AVENUE, DISTANT THEREON NORTH 2°04'04" WEST, 499.96 FEET FROM THE NORTHERLY LINE OF LAKE STREET;
- 4) ALONG SAID EASTERLY LINE OF 24TH AVENUE, SOUTH 2°04'04" EAST, 29.43 FEET;
- 5) LEAVING SAID EASTERLY LINE, NORTH 59°20'27" WEST, 83.20 FEET TO A POINT ON THE WESTERLY LINE OF 24TH AVENUE, DISTANT THEREON, NORTH 2°04'04" WEST, 515.51 FEET FROM THE NORTHERLY LINE OF LAKE STREET;
- 6) ALONG SAID WESTERLY LINE OF 24TH AVENUE NORTH 2°04'04" WEST, 14.45 FEET; AND
- 7) NORTH 82°43'52" WEST, 96.20 FEET TO THE WESTERLY LINE OF LAST SAID PARCEL;

THENCE ALONG SAID WESTERLY LINE, NORTH 5°22'52" WEST, 54.39 FEET TO A POINT ON THE SOUTHERLY LINE OF EL CAMINO DEL MAR, FORMERLY WEST CLAY STREET, DISTANT THEREON NORTH 87°55'56" EAST, 142.00 FEET FROM THE EASTERLY LINE OF 25TH AVENUE, SAID SOUTHERLY LINE BEING ALSO THE NORTHERLY LINE OF LAST SAID SPRING VALLEY WATER COMPANY TO U.S.A. PARCEL;

THENCE ALONG SAID SOUTHERLY LINE OF EL CAMINO DEL MAR, NORTH 87°55'56" EAST, 128.45 FEET TO THE EASTERLY LINE OF EL CAMINO DEL MAR AS DESCRIBED IN THE DEED FROM THE SPRING VALLEY WATER COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO RECORDED MAY 8, 1915 IN BOOK 845 OF DEEDS AT PAGE 232, SAN FRANCISCO COUNTY RECORDS;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG THE EASTERLY LINE OF EL CAMINO DEL MAR, NORTH 3°05'56" EAST, 56.45 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG SAID EASTERLY LINE AND THE NORTHERLY PRODUCTION THEREOF, NORTH 33°32'56" EAST, 134.95 FEET TO THE SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE FINAL JUDGEMENT BETWEEN THE UNITED STATES OF AMERICAN AND DOROTHY R. WIHR, ET UX, RECORDED APRIL 20, 1946 IN BOOK 4418 AT PAGE 406, OFFICIAL RECORDS OF THE COUNTY OF SAN FRANCISCO;

THENCE ALONG THE WESTERLY LINE OF LAST SAID PARCEL, NORTH 12°13'04" WEST, 64.61 FEET TO THE NORTHERLY CORNER THEREOF;

THENCE ALONG THE NORTHEASTERLY LINE OF LAST SAID PARCEL, SOUTH 56°45'04" EAST, 15.50 FEET TO THE WESTERLY MOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE FINAL JUDGEMENT BETWEEN THE UNITED STATES OF AMERICA AND JOHN F. DREW, ET AL RECORDED MARCH 14, 1945 IN BOOK 4187 AT PAGE 487, OFFICIAL RECORDS OF THE COUNTY OF SAN FRANCISCO;

THENCE LEAVING SAID NORTHEASTERLY LINE, ALONG THE NORTHWESTERLY LINE OF LAST SAID PARCEL, NORTH 36°00'06" EAST, 15.44 FEET TO THE NORTHERLY MOST CORNER THEREOF, SAID CORNER BEING A POINT IN THE CENTER LINE OF LOBOS CREEK;

THENCE ALONG SAID CENTER LINE, THE FOLLOWING 15 COURSES:

- 1) NORTH 5°04'56" EAST, 42.49 FEET;
- 2) NORTH 19°51'58" EAST, 70.85 FEET;
- 3) NORTH 23°36'00" EAST, 108.20 FEET;
- 4) NORTH 9°46'08" WEST, 154.15 FEET;
- 5) NORTH 31°19'01" WEST, 44.47 FEET;
- 6) NORTH 60°00'41" WEST, 59.77 FEET;
- 7) NORTH 72°36'21" WEST, 60.12 FEET;
- 8) NORTH 62°09'04" WEST, 97.16 FEET;
- 9) NORTH 79°21'04" WEST, 43.34 FEET;
- 10) NORTH 34°09'04" WEST, 97.82 FEET;
- 11) NORTH 16°26'04" WEST, 86.96 FEET;
- 12) NORTH 22°03'41" EAST, 38.33 FEET;
- 13) NORTH 2°20'56" EAST, 36.46 FEET;
- 14) NORTH 24°38'04" WEST, 66.88 FEET; AND

15) NORTH 71°43'04" WEST, 104.53 FEET TO THE OUTLET OF LOBOS CREEK INTO THE PACIFIC OCEAN, SAID POINT BEING AT AN ANGLE POINT IN THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE QUITCLAIM DEED FROM THE STATE OF CALIFORNIA TO THE UNITED STATES OF AMERICA, RECORDED FEBRUARY 28, 1977 IN LIBER C321 AT PAGE 77, OFFICIAL RECORDS OF THE COUNTY OF SAN FRANCISCO;

THENCE ALONG SAID NORTHERLY LINE, NORTH 51°41'49" WEST, 191.61 FEET;

THENCE AT RIGHT ANGLES TO THE HIGH WATER LINE OF THE PACIFIC OCEAN, NORTH 51°50'05" WEST, 981.32 FEET TO A POINT IN A MEANDER LINE LYING 300 YARDS OUT BEYOND AND PARALLEL WITH THE LOW WATER LINE OF THE PACIFIC OCEAN;

THENCE ALONG SAID MEANDER LINE, AND ALONG A MEANDER LINE 300 YARDS OUT BEYOND AND PARALLEL WITH THE LOW WATER LINE OF SAN FRANCISCO BAY, THE FOLLOWING 55 COURSES:

- 1) NORTH 31°03'58" EAST, 74.96 FEET;
- 2) NORTH 45°29'16" EAST, 241.86 FEET;
- 3) NORTH 24°08'26" EAST, 142.27 FEET;
- 4) NORTH 34°54'58" EAST, 231.20 FEET;
- 5) NORTH 26°19'58" EAST, 318.08 FEET;
- 6) NORTH 22°56'01" EAST, 317.50 FEET;
- 7) NORTH 20°43'31" EAST, 279.69 FEET;
- 8) NORTH 7°40'14" EAST, 278.05 FEET;
- 9) NORTH 18°51'28" EAST, 226.23 FEET;
- 10) NORTH 11°43'41" EAST, 277.25 FEET;
- 11) NORTH 20°30'05" EAST, 274.37 FEET;
- 12) NORTH 34°26'50" EAST, 169.67 FEET;
- 13) NORTH 18°42'47" EAST, 410.97 FEET;
- 14) NORTH 12°05'29" EAST, 322.34 FEET;
- 15) NORTH 29°15'46" EAST, 638.77 FEET;
- 16) NORTH 14°27'49" EAST, 235.70 FEET;
- 17) NORTH 20°50'07" EAST, 285.10 FEET;
- 18) NORTH 23°17'28" EAST, 226.19 FEET;
- 19) NORTH 16°51'48" EAST, 279.85 FEET;

- 20) NORTH 0°53'29" EAST, 242.04 FEET;
- 21) NORTH 4°31'32" EAST, 173.95 FEET;
- 22) NORTH 22°40'39" EAST, 246.81 FEET;
- 23) NORTH 9°04'49" WEST, 287.53 FEET;
- 24) NORTH 20°27'49" EAST, 398.98 FEET;
- 25) NORTH 34°03'35" EAST, 440.61 FEET;
- 26) NORTH 11°07'03" WEST, 163.66 FEET;
- 27) NORTH 4°00'24" WEST, 920.93 FEET;
- 28) NORTH 85°58'18" EAST, 847.58 FEET;
- 29) EASTERLY ALONG THE ARC OF A 1195.93 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH CURVE BEARS SOUTH 12°01'12" EAST, THROUGH A CENTRAL ANGLE OF 35°37'01", AN ARC DISTANCE OF 743.43 FEET:
- 30) SOUTH 66°24'11" EAST, 308.82 FEET;
- 31) SOUTH 38°26'53" EAST, 471.32 FEET;
- 32) SOUTH 16°07'17" EAST, 150.47 FEET;
- 33) NORTH 83°22'07" EAST, 732.90 FEET;
- 34) SOUTH 55°17'02" EAST, 444.19 FEET;
- 35) SOUTH 71°15'45" EAST, 317.41 FEET;
- 36) SOUTH 46°27'58" EAST, 800.22 FEET;
- 37) SOUTH 36°39'09" EAST, 272.54 FEET;
- 38) SOUTH 45°32'52" EAST, 265.05 FEET;
- 39) SOUTH 64°10'58" EAST, 694.02 FEET;
- 40) NORTH 78°48'47" EAST, 194.13 FEET;
- 41) SOUTH 81°09'22" EAST, 170.60 FEET;
- 42) NORTH 77°25'34" EAST, 871.01 FEET;
- 43) NORTH 73°17'53" EAST, 331.94 FEET;
- 44) NORTH 86°08'25" EAST, 242.02 FEET;
- 45) NORTH 67°56'31" EAST, 499.92 FEET;
- 46) SOUTH 89°28'23" EAST, 106.80 FEET;

- 47) NORTH 66°20'11" EAST, 334.57 FEET;
- 48) SOUTH 59°34'30" EAST, 418.28 FEET;
- 49) SOUTH 89°20'50" EAST, 160.17 FEET;
- 50) NORTH 77°11'28" EAST, 163.76 FEET;
- 51) NORTH 67°46'33" EAST, 123.72 FEET;
- 52) NORTH 75°16'28" EAST, 218.29 FEET;
- 53) NORTH 79°07'01" EAST, 208.90 FEET;
- 54) SOUTH 87°22'40" EAST, 180.79 FEET; AND
- 55) NORTH 60°18'11" EAST, 42.12 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE AFOREMENTIONED WESTERLY LINE OF LYON STREET;

THENCE ALONG SAID NORTHERLY EXTENSION, AND ALONG SAID WESTERLY LINE OF LYON STREET, SOUTH 5°49'31" EAST, 1772.14 FEET TO THE NORTHERLY MOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE QUITCLAIM DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF SAN FRANCISCO, RECORDED NOVEMBER 20, 1950 IN BOOK 5585 AT PAGE 324, OFFICIAL RECORDS OF THE COUNTY OF SAN FRANCISCO, SAID CORNER BEING LOCATED NORTH 5°49'31" EAST, 1191.54 FEET FROM THE INTERSECTION OF THE NORTHERLY LINE OF BAY STREET EXTENDED WESTERLY WITH SAID WESTERLY LINE OF LYON STREET;

THENCE LEAVING SAID WESTERLY LINE OF LYON STREET, ALONG THE BOUNDARY LINE OF LAST SAID PARCEL, WESTERLY, SOUTHWESTERLY SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF A 611.95 FOOT RADIUS CURVE TO THE LEFT, FROM A TANGENT BEARING OF SOUTH 72°04'24" WEST, THROUGH A CENTRAL ANGLE OF 155°47'50", AN ARC DISTANCE OF 1664.01 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY LINE OF LYON STREET, DISTANT THEREON SOUTH 5°49'31" EAST, 5.17 FEET FROM THE AFOREMENTIONED INTERSECTION OF THE NORTHERLY LINE OF BAY STREET EXTENDED WESTERLY WITH THE WESTERLY LINE OF LYON STREET;

THENCE ALONG SAID WESTERLY LINE OF LYON STREET, SOUTH 5°49'31" EAST, 2320.08 FEET TO A FOUND CROSS IN THE CAP ON THE TOP OF A ROCK WALL, SAID CAP BEING MARKED "USMR", SAID CROSS BEING A POINT ON THE NORTHERLY LINE OF THE RANCHO OJO DE AGUA DE FIGUEROA;

THENCE ALONG THE NORTHERLY LINE OF SAID RANCHO, NORTH 88°48'31" WEST, 57.75 FEET TO AN 8-INCH SQUARE GRANITE MONUMENT MARKED "USMR";

THENCE ALONG THE WESTERLY LINE OF SAID RANCHO, SOUTH 1°12'58" WEST, 277.57 FEET;

THENCE ALONG THE SOUTHERLY LINE OF SAID RANCHO, SOUTH 88°48'31" EAST, 92.03 FEET TO AN 8-INCH SQUARE GRANITE MONUMENT MARKED "USMR", SAID MONUMENT BEING A POINT ON THE AFOREMENTIONED WESTERLY LINE OF LYON STREET;

THENCE ALONG SAID WESTERLY LINE, SOUTH 5°49'31" EAST, 772.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 1857.698 ACRES MORE OR LESS.

EXCEPTING THEREFROM, THAT CERTAIN PARCEL OF LAND COMMONLY KNOWN AS THE SAN FRANCISCO NATIONAL CEMETERY, DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE NORTHWESTERLY CORNER OF BUILDING NO. 130 COMMONLY KNOWN AS THE PRESIDIO CHAPEL, SAID CORNER BEARS NORTH 58°03'03" WEST, 5176.18 FEET FROM THE 18-INCH SQUARE MONUMENT AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL;

THENCE NORTH 11°39'39" EAST, 658.25 FEET TO THE ACTUAL POINT OF BEGINNING;

THENCE SOUTH 37°30'43" WEST, 1712.48 FEET TO A 3-INCH BRASS DISC STAMPED "U.S.A. NATIONAL CEMETERY" SET IN AN 8-INCH CONCRETE MONUMENT;

THENCE NORTH 52°41'56" WEST, 757.79 FEET TO A 3-INCH BRASS DISC STAMPED "U.S.A. NATIONAL CEMETERY" SET IN AN 8-INCH CONCRETE MONUMENT;

THENCE NORTH 37°36'13" EAST, 734.52 FEET TO A POINT FROM WHICH A 3-INCH BRASS DISC STAMPED "U.S.A. NATIONAL CEMETERY 4 1961" BEARS NORTH 13° EAST, 0.20 FEET;

THENCE NORTH 52°27'32" WEST, 110.52 FEET TO A 3-INCH BRASS DISC STAMPED "U.S.A. CEMETERY 5 1961";

THENCE NORTHEASTERLY ALONG THE ARC OF A 206.25 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH CURVE BEARS SOUTH 26°30'02" EAST, THROUGH A CENTRAL ANGLE OF 15°48'00", AN ARC DISTANCE OF 56.88 FEET TO A 3-INCH BRASS DISC STAMPED "U.S.A. NATIONAL CEMETERY 6 1961";

THENCE NORTH 79°17'58" EAST, 16.99 FEET TO A 3-INCH BRASS DISC STAMPED "U.S.A. NATIONAL CEMETERY 7 1961";

THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF A 207.17 FOOT RADIUS, TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 69°08'00", AN ARC DISTANCE OF 249.97 FEET TO A 3-INCH BRASS DISC STAMPED "U.S.A. NATIONAL CEMETERY 8 1961";

THENCE NORTH 10°09'58" EAST, 101.10 FEET;

THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF A 232.04 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 102°13'15", AN ARC DISTANCE OF 413.98 FEET;

THENCE SOUTH 67°36'47" EAST, 241.33 FEET;

THENCE EASTERLY ALONG THE ARC OF A 399.82 FOOT RADIUS, TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°19'00", AN ARC DISTANCE OF 183.64 FEET;

THENCE NORTH 86°04'13" EAST, 62.27 FEET;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF A 342.74 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33°23'00", AN ARC DISTANCE OF 199.70 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHEASTERLY ALONG THE ARC OF A 182.61 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°19'59", AN ARC DISTANCE OF 77.55 FEET TO THE ACTUAL POINT OF BEGINNING.

CONTAINING 28.310 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND EXCLUDING THE NATIONAL CEMETERY PARCEL CONTAINS A NET AREA OF 1829.388 ACRES MORE OR LESS.

THE BEARINGS AND DISTANCES INCLUDED HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, NAD 1927, ZONE 3. TO OBTAIN GROUND LEVEL DISTANCE MULTIPLY DISTANCE SHOWN BY 1.0000708.

ALTAMONT LAND SURVEYORS, INC.


ALAN C. ROYCE L.L.S. 5182
LICENSE EXPIRES 6-30-95



6-21-94
DATE

TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

Form Approved
OMB No. 0704-0188

PAGE 1 OF 1 PAGES

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

1. FROM (Installation/Activity/Service and Zip code) DEPARTMENT OF THE ARMY PRESIDIO OF SAN FRANCISCO		3. OPERATING UNIT	4. OPERATING AGENCY	5. DATE 30SEP94	6. JOB NUMBER	7. SERIAL NUMBER 94-	8. CONTRACT NUMBER		
9. TO (Installation/Activity/Service and Zip code) DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE/GGNRA		10. OPERATING UNIT	11. DISTRICT CODE	12. OPERATING AGENCY	13. ACCOUNTING NUMBER	14. ACCOUNTING OFFICE NUMBER	15. TYPE OF TRANSACTION <input type="checkbox"/> NEW CONSTR. <input type="checkbox"/> EXISTING FAC. <input type="checkbox"/> CAPITAL IMP. <input type="checkbox"/> OTHER (Specify)	16. PROJECT NUMBER	
ITEM NO.	CATEGORY CODE	FACILITY (Category description)	NO. OF UNITS	UNIT OF MEAS.	TYPE	TOTAL QUANTITY	COST	DRAWING NUMBERS	REMARKS
17	18	19	20	21	22	23	24	25	26
		RESIDIO OF SAN FRANCISCO (PSF) ALL MILITARY REAL PROPERTY, APPURTENANCES & EQUIPMENT RELATIVE TO PEF AREAS-FACILITIES #1 THROUGH 1799 ARE HEREBY TRANSFERRED EFFECTIVE 30 SEPTEMBER 1994:							
		A) LAND- 1773.04 ACRES; 1409 AC. TIDELANDS, PER ATTACHED ACREAGE CHART							
		B) CAPITAL IMPROVEMENTS AND APPURTENANCES PER ATTACHED SCHEDULES AKA-003,004,011							
		C) UTILITY DISTRIBUTION SYSTEMS PER (4) ATTACHED MAPS: (ONLY) AT THE FAR NORTHEAST CORNER OF THE PRESIDIO							
		1) NATURAL GAS PIPELINE, CAT-CD 82410, DPW COMPOUND							
		2) SANITARY SEWER LINES, CAT-CD 83210							
		3) WATER PIPELINES-POTABLE, CAT-CD 84210							
[ELECTRICAL IS BEING TRANSFERRED ON SEPARATE DD 1314]									

27. STATEMENT OF COMPLETION: The facilities listed hereon are in accordance with maps, drawings, and specifications and change orders approved by the authorized representative of the using agency except for the deficiencies listed on the reverse side.

DATE: **11 July 94**
 30SEP94
 DIRECTOR, PUBLIC WORKS

DATE

1016 (Post-Engr./Date Ch. Engr./Many Rep)

28. PROPERTY VOUCHER NUMBER

LANDS BEING TRANSFERRED TO THE DEPARTMENT OF THE INTERIOR, NATIONAL
PARK SERVICE, GOLDEN GATE NATIONAL RECREATION AREA, SEPTEMBER 30,
1994.

BEGINNING WITH VON LEICHT SURVEY OF 1884, ANNOUNCED AS STILL
EFFECTIVE IN GENERAL ORDERS 189, WAR DEPARTMENT, SEPTEMBER 11, 1907:

1,479.94 ACRES	1884
+ 3.58	1915
+ .203	1915
+ .018	1922
+ .882	1923
+ .074	1923
- 9.93	1927
- 28.34	1884-1932
- .565	1938
+ .002	1945
+ .014	1945
- 36.475	1994 to Fort Lewis
1,409.40	Uplands
363.64	Tidelands
1,773.04	Total being transferred to DOI.