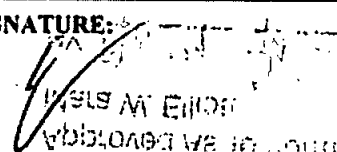


LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY: THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.			1a. WORK ORDER NO: 1639148 ALL CORRESPONDENCE MUST REFERENCE: 1b. FILE NO: 11704 1c. LICENSE (CONTRACT) NO: N62473-19-RP-00150	
2. PROPERTY LOCATION <i>(Installation Name and Address)</i> NAVAL BASE POINT LOMA SAN DIEGO, CALIFORNIA			3. DATES COVERED: FROM: 1 JUNE 2019 THROUGH: 31 JULY 2019 Provided Licensee has delivered the required insurance certificates to the Licensor.	
4. DESCRIPTION OF PREMISES <i>(Room and building numbers where appropriate)</i> Non-exclusive use of 32,640 square feet of Staging Area III of Old Town Campus at Naval Base Point Loma. See Exhibit "A".				
5. PURPOSE AND USE AUTHORIZED <i>(Specific use, times and recurring/part-time basis, and land use controls)</i> To erect a temporary "sprung structure" to provide homeless veterans with shelter from inclement weather and other support services.				
6. LICENSOR UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		6a. NAVY/USMC LOCAL REPRESENTATIVE <i>(Name, Title, Address, Telephone, Email)</i> CDR James Alger, Naval Base Point Loma Public Works Officer, (619) 524-8500 / James.M.Alger@navy.mil		
7. LICENSEE <i>(Name, Address, Telephone Email)</i> CITY OF SAN DIEGO 1200 Third Avenue, Suite 1700 San Diego, CA 92101		7a. LOCAL REPRESENTATIVE OF LICENSEE <i>(Name, Title, Address, Telephone, Email)</i> Cybele Thompson, Director, Real Estate Assets, (619)236-6145, ThompsonC@sandiego.gov		
8. CASH PAYMENT BY LICENSEE - DUE IN ADVANCE				
a. AMOUNT <i>(Each payment)</i> N/A	b. FREQUENCY PAYMENTS DUE N/A	c. FIRST DUE DATE N/A	d. SEND PAYMENT TO: <i>(Name and Mailing Address)</i> N/A	
9. EXHIBITS: The following are attached and incorporated into this License - A. MAPS & OTHER DESCRIPTION OF LICENSED PREMISES B. GENERAL PROVISIONS C. ENVIRONMENTAL CONDITION OF PROPERTY-Receipt Acknowledged D. JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL)				
10. EXECUTION OF LICENSE				
FOR THE SECRETARY OF THE NAVY	NAME: LACEY L. BARNHILL Real Estate Contracting Officer	SIGNATURE: 	DATE: 5/29/19	
NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT: RAQUEL GUMABON, Realty Specialist (619) 532-3313 / raquel.gumabon@navy.mil				
LICENSEE I represent that I am authorized to bind Licensee	NAME: CYBELE THOMPSON Director, Real Estate Assets	SIGNATURE: 	DATE: 5/31/19	

Approved As To Form
Mara W. Elliott

BY: Melissa Ables DATE: 5/29/19

NAME: Melissa Ables

5/29/19



EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. USE OF AND ACCESS BY LICENSEE. The Licensors grants to the Licensee the right to use the premises or facilities described in block 4 and **Exhibit "A"** ("Premises"), together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. The Licensee and its invitees and contractors agree to absorb all costs, including time and expense, associated with gaining access to the Installation under the Defense Biometric Identification System (DBIBS) or similar program. Any parking that accompanies the use of, and any routes of access to and from, the Premises are subject to change at the sole discretion of the Installation Commanding Officer.

2. TERM. This License shall be effective for the period stated in block 3 and is revocable at any time without notice at the option and discretion of the Licensors or its authorized representative.

3. USE OF PREMISES. The use of the Premises shall be limited to the purposes specified in block 5, and no other.

4. ASSIGNMENT/TRANSFER OF RIGHTS. This License is neither assignable nor transferable by the Licensee. This License does not grant exclusive use or control of the licensed premises and grants no interest in the real property of the Licensors.

5. UTILITIES AND SERVICES. The Licensee shall be solely responsible for obtaining at its sole cost and expense any and all services, including but not limited to, utilities such as electricity, potable water, sewage/grey water disposal, portable toilets, shower facilities, bedding, security or other services in conjunction with Licensee's operation of the homeless shelter. Licensee shall provide electricity to the Premises by installing the necessary electrical equipment and running electrical cable in a protective conduit to the sprung structure and other structures as needed.

6. PROTECTION AND MAINTENANCE OF PREMISES. The Licensee, at its own cost and expense, shall protect, maintain, and keep the Premises under its control in good order. Licensee is responsible for repairing any damage to the Premises caused by Licensee, or its agents, employees, contractors, guests or invitees.

7. IMPROVEMENTS AND RESTORATION. Licensee is authorized to install an emergency fire gate, which must be outfitted with an audible and visual alarm. In addition, the Licensee is authorized to raise and/or adjust the grade of the tent footprint (as needed) to prevent flooding during rain events. No other additions to, or alterations of, the Premises shall be made without the prior written consent of the Licensors. Upon revocation or surrender of this License, to the extent directed by and at the sole discretion of the Licensors, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the Premises to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

8. INDEMNIFICATION.

a. The Licensee releases the Licensors and its employees from liability for death or injury to persons at the Premises.

b. The Licensee, to the extent allowed by law, agrees to release and hold the Licensors and its employees harmless from, and to indemnify and defend them against, loss or damage to property caused by or arising from its use of the Premises, regardless of any contributory fault of the Licensors.

c. The Licensee shall indemnify and save harmless the Licensors, its officers, agents, servants and employees from, and defend it and them against, all liability under the Federal Tort Claims Act (28 U.S.C. §§ 2671 and 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from its use of the Premises.

d. The Licensee agrees that the Licensors, its officers, agents and employees shall be released from all liability on all suits, claims, actions or demands in any way related to or arising under the Licensee's use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the Licensee's construction on or use of the property, or after such use has ended.

EXHIBIT "B"**GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

9. **INSURANCE.** The Licensee shall procure and keep continuously in effect during the term of this License the insurance required as follows on terms and conditions satisfactory to the Licensor, with an insurer whose rating is acceptable to the Licensor or Licensee shall self-insure with respect to any of the insurance requirements set forth below.

Insurance Required from Licensee (If any or all insurance requirements have been waived, enter "None" as appropriate)			
Type	Amount (Per Occurrence)	Type	Amount (Per State Law)
Commercial General Liability (Occurrence Policy Only)		Worker's Compensation	
Bodily Injury (Single Limit)	\$2,000,000.00		
Property Damage	\$2,000,000.00		
Fire/Legal Liability	None		
Deductible			

- Licensor shall be named as additional insured.
- The insurer must be authorized to write insurance in the state where the Premises is located.
- Proceeds of policies shall be made payable to "Treasurer of the United States".
- Each policy of insurance covering bodily injuries and third party property damage shall contain an endorsement waiving the insurer's right of subrogation against the United States of America.
- No cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Licensor of written notice.
- Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days' written notice to the Licensor.
- The Licensee shall provide proof of insurance to the Licensor, or satisfactory proof of that Licensee is self-insured, throughout the term of this License.

The Licensee will not be allowed entry on the Premises until it first delivers a certificate or certificates of required insurance, or satisfactory proof of self-insurance, to the Licensor.

a. The Veterans Village of San Diego will be responsible for the day to day operation of the Premises pursuant to the agreement between the Housing Commission and the Veterans Village of San Diego. Licensee shall require the Veterans Village of San Diego to carry insurance in accordance with the INSURANCE REQUIREMENTS FORM provided to the Licensee.

10. DAMAGE TO THE PREMISES.

a. In the event of damage, including damage by contamination, to any Government property by the Licensee, its officers, agents, servants, employees, or invitees, the Licensee, at the election of the Licensor, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Licensor. That obligation includes any damage discovered from the physical condition and environmental condition inspections notwithstanding the expiration or earlier termination or revocation of this License.

b. In the event that any item or part of the Premises shall require repair, rebuilding or replacement (collectively, "repair") resulting from loss or damage, the risk of which is assumed under this License, the Licensee shall promptly give notice to the Licensor and, to the extent of its liability as provided in this paragraph, shall either compensate the Licensor for any loss or damage within thirty (30) days of receipt of a statement, or repair the lost or damaged item or items of the Premises, as the Licensor may elect. If the cost of repair exceeds the liability of the Licensee for any loss or damage, the Licensee shall effect the repair if required to do so by the Licensor, and the excess of cost shall be reimbursed to the Licensee by the Licensor within thirty (30) days of receipt of a statement provided that

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

appropriations are available for that purpose. In the event the Licensee shall have effected any repair that the Licensee is required to effect, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Licensor on account of loss of or damage to any item or part of the Premises that may be necessary to enable the Licensee to affect the repair. In the event the Licensee shall not have been required to affect the repair, and the insurance proceeds allocable to the loss or damage that has created the need for the repair have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of the proceeds.

11. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise from it; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it has not employed any person to solicit or obtain this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Licensor the right to annul this License or in its discretion to recover from the Licensee the amount of that commission, percentage, brokerage or contingent fee in addition to the consideration for this License. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales obtained or made through *bona fide* established commercial or selling agencies maintained by the Licensee for the purpose of acquiring business.

13. NON-DISCRIMINATION. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Non-discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts for work under this License, except subcontracts for standard commercial supplies or raw materials.

14. APPLICABLE RULES AND REGULATIONS.

a. All activities authorized under this License shall be subject to rules and regulations regarding supervision or otherwise, that may, from time to time, be prescribed by the local representative of the Licensor.

b. Upon request, the Licensee shall submit to the Licensor evidence of compliance with local, state, and Federal environmental laws and regulations.

15. FEDERAL FUNDS. This License does not obligate the Licensor to expend any appropriated funds. Nothing in this License is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

16. STORAGE OF TOXIC OR HAZARDOUS CHEMICALS.

a. Storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Licensor in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Licensor authorizes the storage, treatment, or disposal of in connection with the use of the Premises shall be identified on a Hazardous Materials List and made a part of this License. Any such approved storage, treatment, or disposal of toxic or hazardous material by Licensee on the Premises shall be strictly limited to that material required or generated in connection with the authorized and compatible use of the Premises and shall be conducted in a manner consistent with the best interest of national defense as determined by the Secretary of the Navy and applicable law and regulations. As and to the extent caused by or attributable to the Licensee, Licensee shall have continued financial and environmental responsibility or liability for any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

hazardous material within the Premises. Licensee will manage, control and dispose of its hazardous waste and hazardous materials in accordance with Federal, state, and local laws. In addition, Licensee shall implement the environmental requirements of applicable facility plans, including but not limited to, Spill Plans, Emergency Response Plans, and Hazardous Waste Management Plans. In the event the Licensor approves the storage, treatment, or disposal of toxic or hazardous materials, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs.

b. The Licensee shall strictly comply with the hazardous waste permit requirements under Resource Conservation and Recovery Act, or its California equivalent. Licensee must provide at its own expense such hazardous waste storage facilities, complying with all laws and regulations, as it may need for storage. Licensor's hazardous waste storage facilities and accumulation points for hazardous and other wastes shall not be available to the Licensee. Neither shall the Licensee permit its hazardous wastes to be commingled with hazardous waste of the Licensor. Any violation of the requirements of this condition shall be deemed a material breach of the license.

17. ENVIRONMENTAL CONDITION OF PREMISES. Exhibit "C", Environmental Condition of Property, sets forth the existing environmental condition of the Premises as represented by a baseline survey conducted by the Licensor. Licensee is hereby made aware of the notifications contained in Exhibit "C" and shall comply with all restrictions set forth therein.

~~18. JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL). A Joint Inspection and Inventory Report (JIIR) has been conducted by representatives of the Licensor and the Licensee documenting the condition of the Premises. The report is attached to this License and made a part hereof as Exhibit "D". The Premises shall be delivered to the Licensee on an "As Is, Where Is" basis, and, as such, Licensor makes no warranty relative to the Premises as to its usability generally or as to its fitness for any particular purpose. Any safety and/or health hazards identified and listed as such in the JIIR shall be corrected at the Licensee's expense prior to use and occupancy of the relevant portion of the Premises. Such safety and/or health hazards shall be limited to those identified in the JIIR. In the event this License is terminated and the parties have not agreed to enter into a new License, or another agreement, Licensee shall return the Premises to the Licensor in the same condition in which it was received, reasonable wear and tear and Acts of God excepted. Licensee may, at its expense and with prior written approval of the Licensor: (a) replace any personal property with personal property of like kind and utility, (b) replace any personal property in a good and workmanlike manner, and (c) dispose of any worn out, obsolete or non-functioning personal property, in accordance with applicable laws and regulations. Licensor shall not unreasonably withhold or delay granting its approval to Licensee's request for such actions.~~

19. ADMINISTRATIVE COSTS. At the termination or expiration of this License, at the Licensor's discretion, Licensee shall be responsible for administrative costs associated with completing a final inspection of the Premises and updating the Environmental Condition of Property.

20. NOTICES. Correspondence concerning this License shall be provided to both the Local Representative identified in Block 6a. and the Real Estate Contracting Officer identified in Block 10.

21. STATEMENT OF COMPLIANCE. Pursuant 10 U.S.C. § 2662:

a. This license is not subject to the requirements of this section; or,

~~b. This license is subject to the requirements of this section and said requirements have been met.~~

22. INSPECTION. Any agency of the United States, its officers, agents, employees, and contractors, may enter upon the Premises or facilities, at all reasonable times for any purposes, including but not limited to, the purpose of inspection. The Licensor normally will give the Licensee twenty-four (24) hours prior notice of Licensor's intention to enter the Premises or facilities, unless it determines the entry is required for safety, environmental, operations, or security purposes. The Licensee shall have no claim on account of any entries against the United States or any officer, agent, employee, or contractor thereof.

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

23. SECURITY. Licensee will provide twenty four (24) hour a day security staff and fire prevention. The use of any police department and other security personnel shall be funded entirely by the Licensee. Licensee is authorized to install an emergency fire gate which must be outfitted with an audible and visual alarm. In the event the emergency fire gate alarm activates, Licensee's security staff shall immediately notify the NBPL Command Duty Officer (619-726-7423) and NBPL security (619-524-6999).

24. ADDITIONAL REQUIREMENTS. In the event that the Licensor determines that the necessity exists for additional security, maintenance, repair or other unforeseen eventuality that may require the expenditure of funds, the Licensor will promptly notify the Licensee of the need to address such eventuality and allow Licensee a reasonable amount of time to effectuate a solution. If Licensee does not diligently pursue a solution to any such problem, and Licensor determines that expenditure of funds is still required, Licensee shall reimburse Licensor for such expenditure upon demand.

25. CONTACT INFORMATION. Local representative for day to day management of the Premises is as follows:

The local representative for the City of San Diego will be Director, Real Estate Assets, and may be reached at (619) 236-6020. Written correspondence should be addressed to:

THE CITY OF SAN DIEGO
ATTENTION: DIRECTOR, REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVENUE, SUITE 1700 (MS 51A)
SAN DIEGO, CA 92101

All matters concerning the License, or any amendment thereto, shall be addressed to:

DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND SOUTHWEST
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132-5190
ATTN: RAQUEL GUMABON (619) 532-3313

26. FIRE. The Licensee shall be responsible for any and all fire protection, fire prevention, and fire response at its sole cost and expense.

27. ADDITIONS, MODIFICATIONS AND DELETIONS. Prior to the execution of this License, the following provisions were added, modified or deleted:

1. Provision 5 added.
2. Provision 7 modified.
3. Provision 9a added.
4. Provision 16b added.
5. Provision 18 deleted.
6. Provision 21 modified.
7. Provision 22 added.
8. Provision 23 added.
9. Provision 24 added.
10. Provision 25 added.
11. Provision 26 added.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 1 of 5

Installation: Old Town Campus (OTC), Naval Base Point Loma, San Diego, CA

Parcel/Site Location and Description: location is within an industrial area that is secured by perimeter fencing with its own separate entrance gate. The site is an asphalt lot with a potential for class 2 or cement treated base beneath the existing asphalt. The site is generally used as a temporary staging and storage area for NBPL ongoing projects (most recently the fuel pipeline replacement project was storing materials and equipment at the site). Staging Area III is considered part of the Old Town Campus of Naval Base Point Loma in a highly developed area of San Diego. It is bounded by Midway Drive and Sports Arena Boulevard and near Pacific Highway, the San Diego Airport, and MCRD.

Proposed Real Estate Action Description: Approximately 32,640 square feet is proposed for use as a temporary homeless shelter. The subject parcel is within Naval Base Point Loma (NBPL) area of responsibility near Old Town. The temporary license will be for a one year period.

There are no changes to the baseline environmental condition of property since the last review in October 2017.

Site Preparation:

The Navy prepared the site by clearing over grown brush/weeds and trash. The navy remove soil, asphalt and gravel stock piles. The rear chain link fence was removed to provide more room. Concrete utility vaults and other equipment (i.e., tactical equipment) at the site was removed.

The Proposed Action Will:

- (1) Permit the use of 32,640 square feet at Staging Area III, Old Town Campus.
- (2) Re-surface asphalt within the compound.
- (3) Allow the erection of a temporary tent structure (approximately 60'x140'), which will provide shelter for 150 homeless.
- (4) Set up 150 Beds or cots
- (5) Allow vehicular traffic access to provide necessary supplies and services (i.e., food and solid waste services).
- (6) Allow connection of temporary utilities. Provide hard utility connections at the site for sewer, potable water and electricity. Utility connections may require some ground disturbances.
- (7) Restroom trailers with showers will be installed at the site and will meet American with Disabilities Act requirements (ADA). A previously existing temporary shower collection tank may be reused. The tank has been installed below grade in order to provide wheel chair access. The tank required the excavation of an area 4' wide, 4' long and 30" deep to place the gray water collection tank below grade. The area was backfilled and paved so that the pavement was flush with the sidewall of the shower for easy wheel chair access.

SITE SUMMARY INFORMATION

1. Information regarding site uses and any hazardous materials, contamination, or conditions. All available and pertinent files, records, reports and aerial photographs were reviewed and, where necessary, a site inspection and/or personal interviews were conducted to document the environmental conditions of the property to support the proposed real estate action. A summary of the conditions, sources of information (including location), and any required use restrictions are provided for each environmental condition.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 2 of 5

A. Parcel/Site Uses:

Prior Uses: The site is an asphalt lot used as a temporary staging and storage area for SSC Pacific. Staging Area III has been the site for a Veteran's Village homeless shelter for many years.

Current Uses: The site is an asphalt lot used as a temporary staging and storage area for SSC Pacific or NBPL ongoing projects (most recently the fuel pipeline replacement project was storing materials and equipment at the site).

Future Uses: Continued use as a temporary staging and storage area for SSC Pacific and NBPL ongoing projects.

B. Contaminants: ☐ Yes ☒ No ☐ Unknown

If yes, identify contaminant and media: _____

Source of information: Subject Matter Expert

Previous Installation Restoration Program Manager Reviews that included (IR) Site Map reviews and a site visit provided no evidence of current or historical release of petroleum products or any other contaminants at the subject property. However, the adjacent Staging Area II is approximately 1,000 feet hydrologically down gradient of a known Volatile Organic Compound (VOC) plume at Building 3, that is part of IR Sites 10 and 11.

A review was conducted of all IR Program studies or other documentation produced in accordance with procedures being carried out at NBPL Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA). The mission of the IR Program is to identify and clean up contamination resulting from past DoD use and disposal practices for the protection of human health and the environment.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

C. Hazardous Materials Use: ☐ Yes ☒ No ☐ Unknown

Hazardous Materials Storage: ☐ Yes ☒ No ☐ Unknown

Type of HM: _____

Type of Use and/or Storage: _____

Source of information: Site visit, confirmed that no hazardous materials are commonly used or stored at the subject property. However, 1 5 gallon bucket of latex sealant was found in one of the concrete utility vaults stored at the site. The material will be removed for proper storage or disposal

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

D. Treatment, Storage, Disposal of Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit conducted by NBPL Installation Environmental Dept, confirmed that no hazardous waste is treated, stored or disposed of at the subject property.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

E. Underground Storage Tanks: ☐ Yes ☒ No ☐ Unknown

UST No. _____ Gals. _____

Source of information: Site visit conducted by NBPL Installation Environmental Dept,

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 3 of 5

F. Above-Ground Storage Tanks:☐ Yes ☒ No

AST No. _____ Gals. _____

Source of information: Site visit conducted by NBPL Installation Environmental Dept.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

G. Presence of Polychlorinated Biphenyl's (PCB's): ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit conducted by NBPL Installation Environmental Dept, suggested no PCBs.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

H. Asbestos: ☐ Yes ☒ No ☐ UnknownIf yes: ☐ Friable ☐ Non-friable ☐ Unknown

Source of information: Site visit conducted by NBPL Installation Environmental Dept, There are no buildings located within the subject property boundaries. No demolitions or renovations that would disturb regulated asbestos containing materials are proposed..

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

I. Lead Paint: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit conducted by NBPL Installation Environmental Dept, There are no buildings located within the subject property boundaries. No demolitions or renovations that would disturb regulated lead containing materials are proposed...

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

J. Radon: ☐ Yes ☐ No ☒ Unknown

Source of information: Radon is a radioactive gas that is found in certain geologic environments and is formed by the natural breakdown of radium, which is found in the earth's crust. Radon is an invisible, odorless, inert gas that emits alpha particles, known to cause lung cancer. Radon levels are highest in basements (areas in close proximity to the soil) that are poorly ventilated. According to the "U.S. EPA Map of Radon Zones" and EDR Database Report, the County of San Diego is Located within Zone 3, which has a predicted average indoor screening level of < 2.0 Picocuries Per liter. The EPA recommends remedial actions when radon levels are greater than 4.0.

No site specific surveys have been conducted

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

K. Radiological Materials: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit conducted by NBPL Installation Environmental Dept.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

L. Solid/Bio-Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit conducted by NBPL Installation Environmental Dept.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 4 of 5

M. Munitions and Explosives of Concern: ☐ Yes ☒ No ☐ Unknown

Source of information: Installation Restoration Program Department, Site Maps and Site Visit

IR investigations have not identified the subject properties as a location where munitions or explosives of concern were used, stored, or disposed

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

N. Threatened or Endangered Species: ☐ Yes ☒ No ☐ Unknown

Source of information: NBPL Integrated Natural Resources Management Plan

The subject properties are now developed and no T&E species have been recorded or are expected to occur.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

O. Natural or Cultural Resources: ☐ Yes ☒ No ☒ Unknown

Source of information: Cultural Resources Dept.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

P. Use of Adjacent Property:

Current Use: Surrounding land uses consist of Navy-owned and operated SPAWAR, various commercial properties (industrial area) and Pacific Coast Hwy.

Past Use: Navy-owned and operated SPAWAR, various commercial properties (industrial area) and Pacific Coast Hwy.

Source of information:

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

Q. Has the site had any Notices of Violation? ☐ Yes ☒ No.

If yes, please explain:

Source of information:

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

R. Additional information or comments regarding questions shown above (attach sheet(s) if additional room is needed):

Source of information:

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

2. List of Land Use Controls required for Real Estate Action:

None

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 5 of 5

3. Signature:

Based on records reviews, site inspections, and interviews, the environmental professional(s) certify that the environmental conditions of the property are as stated in this document and this property is suitable for outgrant.

Environmental Professional:

SANDOVALJUAN.J.11768
34630

Digitally signed by SANDOVALJUAN.J.1176834630
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USN, cn=SANDOVALJUAN.J.1176834630
Date: 2019.04.18 06:42:34 -07'00'

Signature

Juan J. Sandoval

Print Name

Environmental Protection Specialist

Title

4/17/2019

Date

The real estate professional(s) acknowledge these restrictions and/or LUCs identified above and will ensure they are made a part of the outgrant document.

Real Estate Professional:

Digitally signed by GUMABON RAQUELILAGAN.1386453469
GUMABON RAQUELILAGAN.1386453469
Date: 2019.05.22 14:24:21 -07'00'

Signature

Raquel Gumabon

Print Name

Reality Specialist

Title

5/22/2019

Date

Property Owner (Activity or Region) acknowledges and accepts the foregoing statement of environmental conditions and the land use controls (if any) that will be required for this real estate outgrant:

ALGERJAMES.10310471
76

Digitally signed by ALGERJAMES.1031047176
ALGERJAMES.1031047176
Date: 2019.05.02 14:28:51 -07'00'

Signature

J.M. ALGER

Print Name

NBPL Public Works Officer

Title

Date



Risk Management Department

May 29, 2019

United States of America by the Secretary of the Navy

Attention: CDR James Alger, Naval Base Point Loma Public Works Officer

Reference: License for Nonfederal use of Depart of Navy Real Property, From June 1, 2019 – July 31, 2019, Non-exclusive use of 32,640 SF of staging area III of Old Town Campus at Naval Base Point Loma, a temporary "Sprung Structure" to provide homeless veterans with shelter and other support services.

Please accept this letter as compliance with your request for a statement of self-insurance covering the above-referenced agreement between the City of San Diego and United States of America by the Secretary of the Navy. The City of San Diego is currently self-insured for its public liability insurance, which includes general liability and automobile liability coverage for property damage and bodily injury claims. The City of San Diego budgets annually for its self-administered claims program handled through the Risk Management Department. Claims are processed and administered in accordance with the California Government Code Section 900, et.seq.

The City of San Diego is also currently self-insured for Workers Compensation for all City employees.

The City of San Diego agrees to pay any and all claims and judgments that it may become legally obligated to pay under the California Government Code, arising out of any negligence on the part of the City of San Diego, through the use of the above-referenced agreement.

Should you have any questions regarding the above, please do not hesitate to contact me at 619-236-6565.

Sincerely,

A handwritten signature in black ink, appearing to read "Susana Turgeon".

Susana Turgeon
Claims Aide