

**DEPARTMENT OF THE ARMY**

**LEASE No. DACA05-1-13-560**

**ORD MILITARY COMMUNITY**

**MONTEREY, CALIFORNIA**

**THIS LEASE**, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and the **COUNTY OF MONTEREY**, a political subdivision, hereinafter referred to as the Lessee.

**WITNESSETH:**

That the Secretary, by the authority of Title 10, United States Code, Section 2667, and for the consideration hereinafter set forth, hereby leases to the Lessee the property hereinafter referred to as the Premises, approximately 40 square feet of roof top space at the DoD Center located on Ord Military Community, Monterey, California, located as identified on Exhibit "A", attached hereto and made a part hereof.

**THIS LEASE** is granted subject to the following conditions:

**1. TERM**

Said premises are hereby leased for a term of five (5) years, beginning on the date of execution by the representative of the Secretary of the Army, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration shall be the operation, maintenance and service of the emergency communications system and mission critical communications for first responders in the Monterey County area.

**3. NOTICES**

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to the Director, Emergency Communications Department, County of Monterey, 1322 Natividad Road, Salinas, CA 93906 and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division 1325 J Street Sacramento, CA 95814-2922; or as may from

time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

#### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

#### **5. SUPERVISION BY THE INSTALLATION COMMANDER**

The use and occupation of the premises shall be subject to the general supervision and approval of the Installation Commander, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

#### **6. APPLICABLE LAWS AND REGULATIONS**

The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

#### **7. CONDITION OF PREMISES**

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

#### **8. TRANSFERS AND ASSIGNMENTS**

Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the District Engineer.

#### **9. COST OF UTILITIES**

The Lessee shall pay the cost, as determined by the officer, having jurisdiction over the premises, of producing and/or supplying any utilities and other services furnished by the government or through government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance, of the government-owned facilities by which such utilities or service are produced or supplied. The government shall be

under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## 10. PROTECTION OF PROPERTY

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## 11. INSURANCE

a. At the commencement of this lease, the Lessee shall obtain from a reputable insurance company, or companies, liability insurance. <sup>have insurance or self-insurance of 1,500,000.00</sup> The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit of \$1,500,000.00, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Lessee under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three years or upon renewal or modification of this lease.

b. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Lessee shall require that the insurance company give the District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer may require closure of any or all of the premises during any period for which the Lessee does not have the required insurance coverage.

c. As to those structures and improvements on the premises constructed by or owned by the United States, for such periods as the Lessee is in possession of the premises pursuant to the terms and conditions of this lease, the Lessee shall procure and maintain at the Lessee's cost a standard fire and extended coverage insurance policy or policies on the leased premises to the full insurable value thereof. The Lessee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss there under, the proceeds of the policy or policies, at the election of the United States, shall be payable to the Lessee to be used solely for

the repair, restoration or replacement of the property damaged or destroyed, and any balance of the proceeds not required for such repair, restoration or replacement shall be paid to the United States. If the United States does not elect by notice in writing to the insurer within sixty (60) days after the damage or destruction occurs to have the proceeds paid to the Lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the United States, provided however that the insurer, after payment of any proceeds to the lessee in accordance with the provision of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by the lessee. Nothing herein contained shall be construed as an obligation upon the United States to repair, restore or replace the leased premises or any part thereof.

## **12. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections, to remove timber or other material, except property of the Lessee, and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

## **13. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **14. RESTORATION**

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate or as otherwise specified by the provisions of the condition on **RENTAL ADJUSTMENT**. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the said officer, the property shall either become the property of the United States without compensation therefore, or the said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

**15. NON-DISCRIMINATION**

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

**16. SUBJECT TO EASEMENTS**

This lease is subject to all existing easements, or those subsequently granted, as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted that will, in the opinion of the District Engineer, interfere with the use of the premises by the Lessee.

**17. SUBJECT TO MINERAL INTERESTS**

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases which are designed to protect the premises from activities that would interfere with the lessee's operations or would be contrary to local law.

**18. TERMINATION**

This lease may be terminated by the Lessee at any time by giving the District Engineer at least thirty (30) days notice in writing provided that no refund by the United States of any rental previously paid shall be made, and provided further, that in the event that said notice is not given at least thirty (30) days prior to the rental due date, the Lessee shall be required to pay the rental for the period shown in the condition on **CONSIDERATION**.

**19. RENTAL ADJUSTMENT**

In the event the United States revokes this lease or in any other manner materially reduces the leased area or materially affects its use by the Lessee prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this lease. Such adjustment of rental shall be evidenced by a supplemental agreement in writing; PROVIDED however, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this lease.

## 20. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance. The Lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquors on the premises.

b. The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the District Engineer.

## 21. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as authorized in writing by the District Engineer.

## 22. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that are not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that--

(i) the claim is made in good faith;

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

(iii) the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by --

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the District Engineer.

**23. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

**24. ENVIRONMENTAL CONDITION OF PROPERTY REPORT**

An Environmental Condition of Property Report (ECP) documenting the environmental condition of the US Army-owned property at Building 4358 on Gigling Road at Ord Military Community (ORDMC) is attached hereto and made a part hereof as Exhibit "B". Upon expiration, revocation or relinquishment of this lease another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

**25. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

**26. SOIL AND WATER CONSERVATION**

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate



measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the said officer.

**27. TAXES**

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the premises shall be paid promptly by the Lessee. If and to the extent that the property owned by the Government is later made taxable by State or local governments under an Act of Congress, the lease shall be renegotiated.

**28. COVENANT AGAINST CONTINGENT FEES**

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, accepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**29. OFFICIALS NOT TO BENEFIT**

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

**30. SEVERAL LESSEES**

If more than one Lessee is named in this lease the obligations of said Lessees herein contained shall be joint and several obligations.

**31. MODIFICATIONS**

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

**32. ANTI-DEFICIENCY ACT NOTICE**

The obligation of the United States to perform, pay or reimburse any money under this lease is subject to the availability of funds appropriated by Congress to the Department of the

Army for such purpose(s), and nothing in the lease shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act (31 U.S.C. section 1341).

**33. DISCLAIMER**

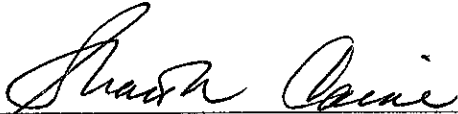
This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

**34. METERING OF ELECTRICAL POWER**

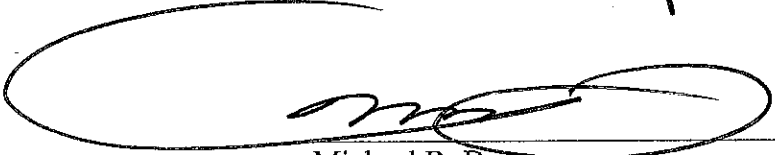
Within thirty days (30) of the execution of this lease by the representative of the Secretary of the Army, the lessee shall have an electrical meter installed satisfactory to the Commander. The purpose of the meter will be to determine the amount of electricity used for billing purposes. The Lessee shall submit plans for the installation of the meter to the Commander for approval prior to installation of the meter.

**THIS LEASE** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the ARMY, this 01 day of October, 2013.

  
Sharon Caine  
Chief, Real Estate Department  
U.S. Army Engineer District, Sacramento

**THIS LEASE** is also executed by the Lessee this 30<sup>th</sup> day of September, 2013.

  
Michael R. Derr  
Purchasing Officer

**CORPORATE/GOVERNMENTAL ENTITY ACKNOWLEDGEMENT**

I, Debra Bayard, certify that I am the Contracts Purchasing of the  
Print Name Title Supervisor  
corporation/governmental entity named herein; and that Michael R Derr,  
who signed this instrument on behalf of the corporation/governmental agency, was then  
Contracts / Purchasing Officer of the corporation/governmental agency; and that this  
instrument was duly signed for and on behalf of said corporation/governmental agency by  
authority of its governing body and is within the scope of its powers.

Signature: Debra Bayard  
Title: C/P Supervisor



**ENVIRONMENTAL CONDITION OF PROPERTY REPORT**  
**MONTEREY COUNTY EMERGENCY RADIO SYSTEM LOCATED**  
**AT BUILDING 4385 ON**  
**ORD MILITARY COMMUNITY (OMC)**

Date: 20 June 2013

**1.0 PURPOSE**

The purpose of this Environmental Condition of Property report (ECP) is to document the environmental condition of the US Army-owned property at Building 4385 on Gigling Road at OMC to support an outgrant to Monterey County to install and maintain a emergency radio antennas and microwave dishes on the roof of the building. The US Army Garrison (USAG) Presidio of Monterey (POM) is required to conduct an ECP in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Army Regulation 200-1 when there is a real property action to lease/license Army-controlled property to a non-Army entity. Monterey County proposed to install an emergency radio antenna to support emergency broadcasts throughout the region.

**2.0 FINDING**

The subject property identified above does not have a history of hazardous chemical contamination. The building is not an historic property and no ground disturbing activities are proposed that would affect special-status species. No archeological sites have been recorded on this property. There is no known Lead Based Paint (LBP) or Asbestos Containing Material (ACM); however, if these materials are discovered, a certified contractor will be retained to handle and properly dispose of these materials. The location of the antenna is on the roof of a former hospital that has been converted into an office building. The project site is located within an existing community where the land is considered developable.

**3.0 PROPERTY DESCRIPTION**

The subject property is located at the OMC at 4385 Gigling Road, Seaside, California (Attachment A). The federal government has owned the land for over one hundred years. The area is already highly developed and consists of housing and government buildings. This property was a former hospital and has now been converted into office space for the Defense Manpower Data Center (DMDC).

**4.0 SUMMARY OF DATA FOR SUBJECT PROPERTY**

**4.1 Visual Site Inspection (VSI)**

A Visual Site Inspection (VSI) was performed by the Presidio of Monterey, Directorate of Public Works, Environmental Division (DPW-E) on 17 June 2013. Property appeared to be in very good condition. The building itself is not of historical significance and nothing out of the ordinary was observed.

**4.2 Interviews**

An interview with the representatives from the DMDC was conducted during the site visits and no issues were noted during the visit. The DPW-E was also consulted for this project and no adverse impacts associated with this project were noted.

**4.3 Historic Maps and Aerial Photos**

Maps and photos of the area revealed that the building is part of the original Fort Ord cantonment area. The parcel is not located within an historic district. Threatened Monterey spineflower plants are located adjacent to the parking lot of the building, but will not be affected by the proposed action.

#### 4.4 Storm Water

There have been no known adverse impacts to the subject property by storm water.

#### 4.5 Floodplains

The subject property is not located within the 100-year floodplain.

#### 4.6 Wetlands

The subject property does not contain wetlands or waters regulated under Section 404 of the Clean Water Act or falling under the purview of Executive Order 11990.

#### 4.7 Threatened or Endangered Species

Monterey spineflower, *Chorizanthe pungens var pungens*, federally listed as threatened, has been documented on Ord Military Community and is managed in accordance with the Biological and Conference Opinion (BO) on the Closure and Reuse of Fort Ord, Monterey County, California (1-8-99-F/C-39R). Monterey spineflower has been documented on the subject property, but is not within the project area.

#### 4.8 Tree Management

The property itself consists mostly of hardscape, lawn and invasive plant species. No trees will be impacted by this action.

#### 4.9 Timber Sales

The Presidio of Monterey does not conduct timber harvesting or timber sales.

#### 4.10 Permits

There are no permits associated with this action.

#### 4.11 Cultural and Historical Resources

No historic properties have been identified on the subject property.

#### 4.12 Installation Restoration Program

There are no Installation Restoration Program (IRP) sites located on the subject property.

#### 4.13 Waste Management

Presidio of Monterey maintains an active Hazardous Waste Accumulation facility located at the OMC Building 4495. No known current or historic solid or hazardous waste management units are located within or directly adjacent to the subject property, therefore, solid or hazardous waste issues are not expected to affect the ECP rating of the subject property.

#### 4.14 Storage Tanks

There are no storage tanks within actual footprint of this project. However there are two 5000 gallon diesel generators with associated above ground diesel fuel storage tanks on the Building 4385 property. The DMDC has an approved Spill Prevention, Control and Countermeasure Plan in place.

#### 4.15 OH/Water Separators

Oil/water separators (OWSs) are not located on or near the subject property.

#### 4.16 Water Wells

There are no current or known historic water wells located on the subject property.

#### 4.17 Asbestos Containing Material (ACM)

No ACM is expected to be encountered during this action.

#### 4.18 Lead-Based Paint (LBP)

No LBP is expected to be encountered during this action.

#### 4.19 Air Emissions

The subject property is located within the North Central Coast Air Basin and as of January 2009 is designated an "attainment" zone for all Federal air quality standards and as "non-attainment" zone for the state ozone and PM10 standard. No air emissions will be generated from this real estate action.

#### 4.20 Polychlorinated Biphenyls (PCB)

There is no known PCB-containing equipment located on the subject property.

#### 4.21 Pesticides

Pesticide application has been performed on the grounds area of this site by the Presidio of Monterey grounds maintenance contractor using only Army Environmental Command approved pesticides. There is no evidence of bulk pesticides being stored or mixed at the subject property.

#### 4.22 Unexploded Ordnance

The subject property does not contain any known ammunition, explosives, or chemical weapons. However, because the project is located on a military installation, the presence of munitions and explosives of concern (MEC) cannot be totally excluded. Therefore, a Notice of Munitions and Explosives of Concern (MEC) is provided in Attachment B.

#### 4.23 Medical/Biohazard Waste and Silver Recovery

The subject property is not known to contain any medical/biohazard and/or silver recovery waste.

#### 4.24 Radioactive Materials

Neither the subject property nor any adjacent property is known to contain any known radioactive materials.

#### 4.25 Radon

Typically, radon is not a concern in Monterey County. The subject property is not located in an area with any recorded instances of radon exceeding 4 pCi/L. Therefore, radon samples were not collected from the site.

#### 4.26 Mold and Fungus

No mold or fungus was observed during the site visit or is known to occur on the building rooftop.

#### 4.27 Records Search

As the subject site lies within a military installation that has been government-owned for 100 years, a search of federal, state and local databases would not have revealed exact locations of past releases, and consequently would not have provided substantive useable information. A review of the Installation's "Spill Log" indicated that no reportable spills have occurred at the subject property. No other records were obtained during the course of the investigation which would indicate a potential threat to the site's environmental condition.

#### 4.28 Other Environmental Conditions

There are no other known environmental conditions within the subject property that would affect significantly the environmental condition of the property.

### 5.0 ENVIRONMENTAL CONDITION OF PROPERTY

Environmental categories were developed jointly by representatives from the Office of the Secretary of Defense, the Military Services, the U.S. Environmental Protection Agency (USEPA), and the California Environmental Protection Agency to describe the environmental condition of DoD property. These are outlined in Army Regulation 200-1, section 15-6. Because no release or disposal of hazardous substances has occurred on the property, the subject property can be classified as CATEGORY 1: area where no release or disposal of hazardous substances or petroleum products has occurred (including migration of these substances from adjacent areas).

### 6.0 LIMITATIONS

A limitation of this ECP is that it is based on previous usage of the site; no soil sampling was conducted for laboratory analysis. However, because the property has been under long-term ownership of the Army, and not near any commercial or industrial entities that would impact the site, the limitations are considered low-risk.

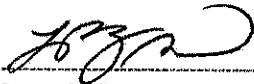
### 7.0 PERSONS CONSULTED

The following installation personnel contributed to this report:

Tania Leisten, Asbestos, DPW-E, Presidio of Monterey, 2013  
Tom Ivey, Lead-Based Paint, DPW-E, Presidio of Monterey, 2013  
Lorrie Madison, Natural Resources, DPW-E, Presidio of Monterey, 2013  
Lenore Grover-Bullington, Chief Environmental Division, DPW-E, Presidio of Monterey, 2013  
Laura Prishmont Quimby, Cultural Resources, DPW-W, Presidio of Monterey, 2013  
John Wallingford, DMDC Representative, 2013

### 8.0 CONCURRENCE

In my capacity as Chief, Environmental Division, Directorate of Public Works, US Army Garrison, Presidio of Monterey, I have determined that the subject parcel of land identified above has undergone an Environmental Condition of Property Survey and I agree with the findings of the study subject to the limitations as outlined above.

  
\_\_\_\_\_  
Lenore R. Grover-Bullington  
Directorate of Public Works  
Chief, Environmental Division  
Presidio of Monterey

16 July 2013  
Date



Attachments

- A. Site Location Map
- B. MEC Notice



ATTACHMENT B

NOTICE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

Based on the review of existing records and available information, this project is not known or suspected to contain MEC. The term MEC means military munitions that might pose unique explosives safety risks, including (a) unexploded ordnance (UXO), as defined in Title 10 of the United States Code, section 101(e)(5); (b) discarded military munitions (DMM), as defined in 10 U.S.C. § 2710(e)(5), munitions constituents (e.g. TNT, RDX), as defined in 10 U.S.C. § 2701(e)(3), present in concentrations high enough to pose an explosive hazard.

Given this property is located on a military installation; there may be a potential for MEC to be encountered. In the event the Grantee or any person should encounter or suspect they have encountered MEC on the project, they shall not attempt to disturb, remove, or destroy it, but shall cease any intrusive or ground-disturbing activities being conducted at the project and immediately notify the installation's military police or fire department so that appropriate EOD personnel can be dispatched to address such MEC. The Grantor will dispose of such MEC at no expense to the Grantee.