

APPENDIX A
DRAFT FOSTS/FOSLS
MCKINNEY GROUP A PARCELS

DRAFT
FINDING F SUITABILITY T TRANSFER (FOST)
PENINSULA OUTREACH WELCOME HOUSE PARCEL
BUILDINGS 6279 AND 6280
FORMER FORT ORD, CALIFORNIA

In my capacity as the Deputy Assistant Secretary of the Army for Environment, Safety, and Occupational Health, and on the basis of an Environmental Baseline Survey (EBS) for the McKinney Homeless Act Group A Parcels, I have determined that the Peninsula Outreach Welcome House (POWH) Parcel, Buildings 6279 and 6280, at former Fort Ord, California (Property), is suitable for transfer to POWH for transitional and emergency housing. The area to be assigned and transferred includes two buildings on approximately 4 acres (Plate 1).

Transfer of the Property is in accordance with the Defense Base Closure and Realignment Act of 1990, Section 2905(b), Public Law 101-510, as amended, and will be subject to the terms, conditions, reservations, and restrictions, if any, contained in the final deed.

A determination of the environmental condition of the Property was made by the United States Army by conducting an EBS that included reviewing existing environmental documents and making associated visual site inspections. The documents reviewed included the final Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report, April 1994, U.S. EPA Region IX's concurrence to the CERFA Report (Memorandum, 19 April 1994), and various remedial investigation/feasibility studies documents. The results of the EBS indicated that the Property is environmentally suitable for transfer to POWH. The results of the EBS are as follows:

- Two buildings (6279 and 6280) are located on the Property. Both buildings were previously used for family housing at Abrams Park Housing Area.

- An asbestos survey conducted by the Army shows that Buildings 6279 and 6280 contain nonfriable asbestos.
- Buildings 6279 and 6280 are not considered to contain LBP because of their post-1978 (1982) construction date.
- No elevated radon levels were detected on the Property during a 1990 survey at Fort Ord.
- No radiological surveys have been conducted within the Property because these buildings were not used to store radiological materials.
- There have been no reported releases of PCB-contaminated dielectric fluids from any transformer present on the Property.
- Ordnance and explosive waste (OEW) surveys show that no potential ordnance training sites are within or immediately adjacent to the Property.
- No underground or aboveground storage tanks or solid waste management units are present on the property, and no studies associated with them have been conducted by the Army for the Property.
- The final CERFA report identifies the property as being within a CERFA disqualified parcel because of its proximity to the Fort Ord Landfills and the associated groundwater contamination plume. However, the Property is approximately 2,000 feet from the landfill and approximately 1,800 feet from the outermost edge of the 1 part per billion trichloroethylene groundwater plume. Groundwater beneath the Property is not known to be affected by landfill activities.

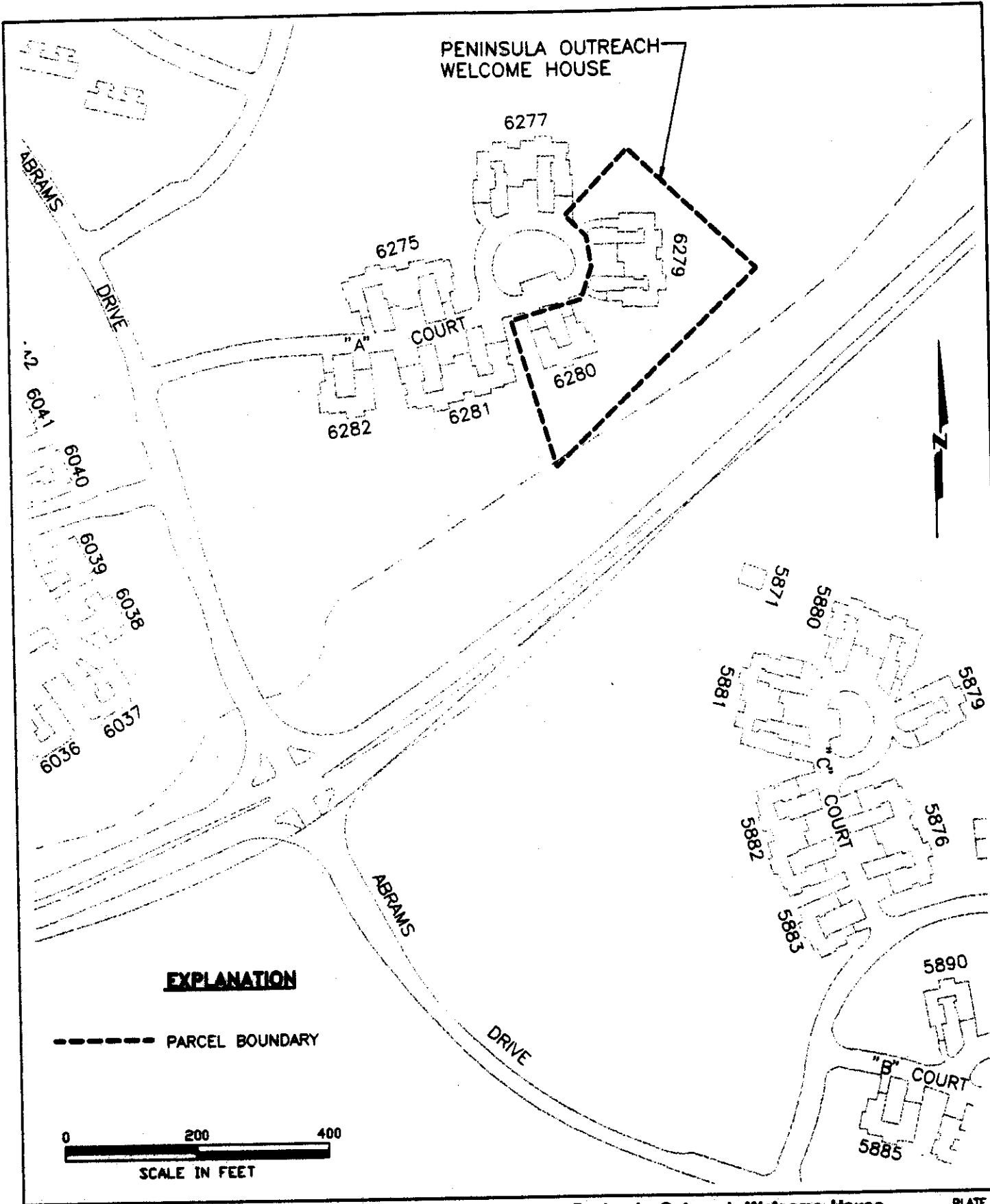
On the basis of the above results from the EBS and subsequent investigations, certain terms, conditions, reservations, restrictions, and notifications are required. Use restrictions and disclosure of conditions are described below and will be included in the transfer documents.

NOTICE OF THE PRESENCE OF ASBESTOS. The Property existing on the date of this conveyance may contain certain amounts of asbestos in the floor tile, linoleum and associated mastic, asbestos-containing pipe and tank insulation, heating, ventilating, and air condition vibration joint cloths, exhaust flues, acoustic ceiling treatment, siding, drywall, drywall compound, debris in some of the buildings, or incidental amounts in the window putty or gasketing, etc.

The GRANTEE covenants and agrees, on behalf of it, its successors and assigns, that in its use and occupancy of the Property, it will comply with all applicable laws relating to asbestos, and that the GRANTOR assumes no liability for damages for personal injury, illness, disability or death, to the GRANTEE, its successors or assigns, or to any other person including members of the general public, arising from or incident to the purchase, transportation, removal, handling, alterations, renovations, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property described in this Deed, regardless of whether the GRANTEE, its successors or assigns have properly warned or failed properly to warn the individual(s) injured.

On the basis of the above, I conclude that the POWH Parcel, Buildings 6279 and 6280, is transferable under Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The deed for this transaction will contain the covenants in CERCLA Section 120(h)(3) warranting that any response action found to be necessary after the date of transfer shall be conducted by the United States and a clause granting the United States access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of such transfer.

Lewis D. Walker
Deputy Assistant Secretary of the Army
(Environment, Safety, and Occupational Health)



EXPLANATION

----- PARCEL BOUNDARY



Harding Lawson Associates
Engineering and
Environmental Services

DRAWN
CSN

JOB NUMBER
25894 0017614

APPROVED
SP

DATE
5/95

REVISED DATE

Peninsula Outreach Welcome House
Buildings 6279 and 6280
Finding of Suitability to Transfer
McKinney Group A Parcels
Former Fort Ord, California

PLATE

1

DRAFT
FINDING F SUITABILITY TO TRANSFER (F ST)
SHELTER PLUS PARCEL
FORMER FORT ORD, CALIFORNIA

In my capacity as the Deputy Assistant Secretary of the Army for Environment, Safety, and Occupational Health, and on the basis of an Environmental Baseline Survey (EBS) for the McKinney Homeless Act Group A Parcels, I have determined that the Shelter Plus Parcel, at Fort Ord, California (Property), is suitable for transfer to Shelter Plus for transitional and emergency housing. The area to be assigned and transferred includes 16 buildings on approximately 9 acres (Plate 1).

Transfer of the Property is in accordance with the *Defense Base Closure and Realignment Act of 1990*, Section 2905(b), Public Law 101-510, as amended, and will be subject to the terms, conditions, reservations, and restrictions, if any, contained in the final deed.

A determination of the environmental condition of the Property was made by the United States Army by conducting an EBS that included reviewing existing environmental documents and making associated visual site inspections. The documents reviewed included the final Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report, April 1994, U.S. EPA Region IX's concurrence to the CERFA Report (Memorandum, 19 April 1994), and various remedial investigation/feasibility studies documents. The results of the EBS indicated that the Property is environmentally suitable for transfer to Shelter Plus. The results of the EBS are as follows:

- Sixteen buildings (5390 through 5397, 5400 through 5407) are located on the Property. All the buildings were previously used for family housing at Preston Park Housing Area.
- An asbestos survey was not conducted by the Army for these 16 buildings. However, other nearby similar and representative buildings in the Preston Park Housing Area were surveyed and

were found to contain nonfriable asbestos in roofing mastic. These survey results indicate that it is likely that the 16 Shelter Plus structures contain nonfriable ACM in roofing mastic.

- Because the 16 buildings on the Property were constructed after 1978, they are not expected to contain lead-based paint.
- No elevated radon levels were detected on the Property during a 1990 survey at Fort Ord.
- No radiological surveys have been conducted within the Property because these buildings were not used to store radiological materials.
- There have been no reported releases of PCB-contaminated dielectric fluids from the transformer present on the Property.
- Ordnance and explosive waste (OEW) surveys show that no potential ordnance training sites are within or immediately adjacent to the Property.
- No underground or aboveground storage tanks or solid waste management units are present on the Property, and no studies associated with them have been conducted by the Army for the Property.
- The final CERFA report identifies the property as being within CERFA Parcel 220. No evidence was observed during the CERFA assessment to indicate storage, release, or disposal of hazardous substances or petroleum products or their derivatives on the Property. On the basis of the review of available information, this Property is not expected to be threatened by activities on adjacent or surrounding properties.

On the basis of the above results from the EBS and subsequent investigations, certain terms, conditions, reservations, restrictions, and notifications are required. *Use restrictions and disclosure of conditions* are described below and will be included in the transfer documents.

NOTICE OF THE PRESENCE OF ASBESTOS. The Property existing on the date of this conveyance may contain certain amounts of asbestos in the floor tile, linoleum and associated mastic, asbestos-containing pipe and tank insulation, heating, ventilating, and air condition vibration joint cloths, exhaust flues, acoustic ceiling treatment, siding, drywall, drywall compound, debris in some of the buildings, or incidental amounts in the window putty or gasketing, etc.

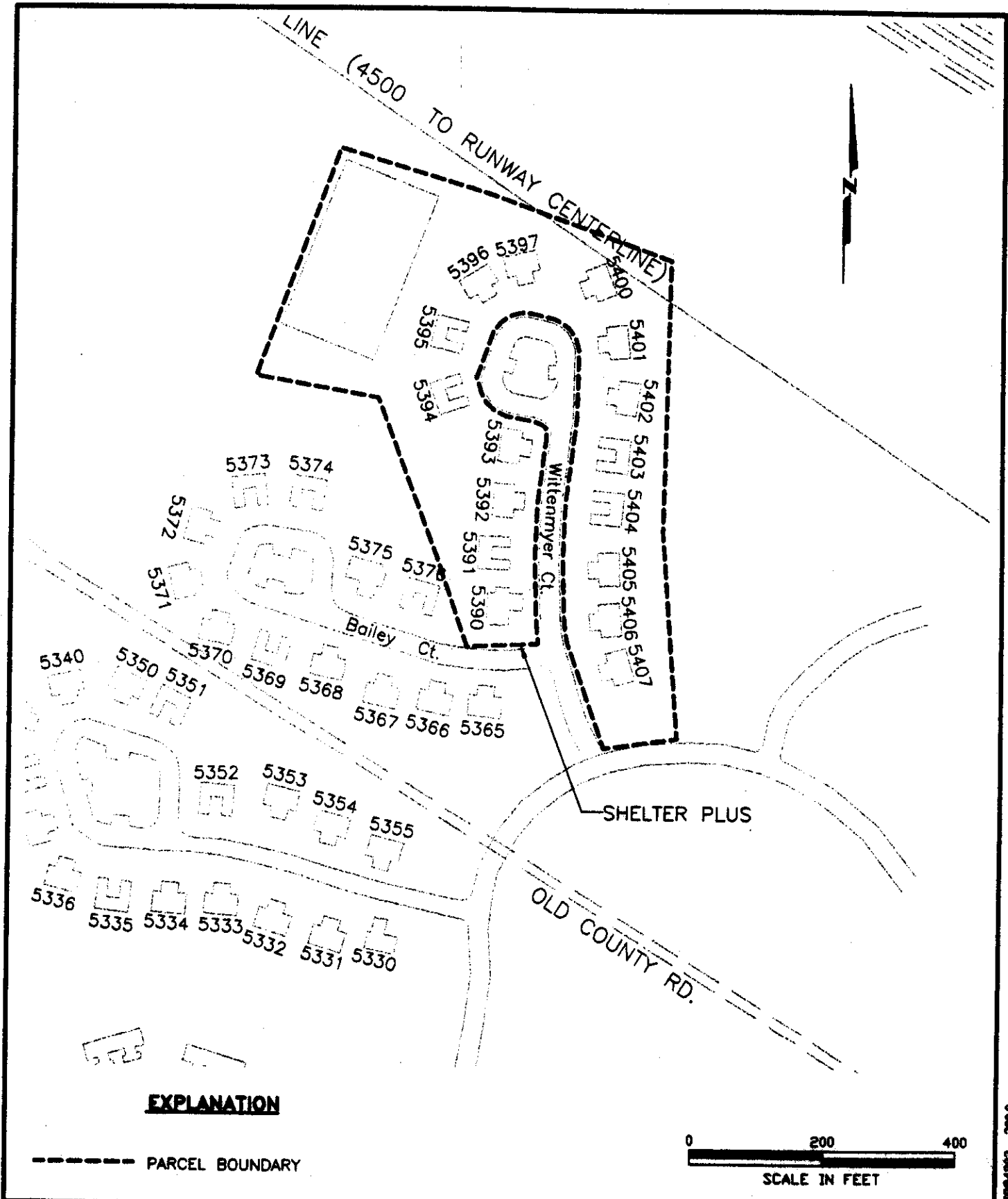
The GRANTEE covenants and agrees, on behalf of it, its successors and assigns, that in its use and occupancy of the Property, it will comply with all applicable laws relating to asbestos, and that the GRANTOR assumes no liability for damages for personal injury, illness, disability or death, to the GRANTEE, its successors or assigns, or to any other person including members of the general public, arising from or incident to the purchase, transportation, removal, handling, alterations, renovations, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property described in this Deed, regardless of whether the GRANTEE, its successors or assigns have properly warned or failed properly to warn the individual(s) injured.

On the basis of the above, I conclude that because no release, storage, or disposal of hazardous substances has occurred on the Property, the Shelter Plus Parcel is transferrable under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA),

Section 120(h)(4). Notice requirements of Section 120(h)(1) are not required because CERCLA hazardous substances have not been stored, released, or disposed on the Property. The deed for this transaction will contain the covenants required by CERCLA Section 120(h)(4)(D).

Lewis D. Walker

Deputy Assistant Secretary of the Army
(Environment, Safety, and Occupational Health)



Harding Lawson Associates
Engineering and
Environmental Services

Shelter Plus
16 Buildings on Wittenmyer Court
Finding of Suitability to Transfer
McKinney Group A Parcels
Former Fort Ord, California

PLATE

1

DRAWN CSN
JOB NUMBER 25894 0017614

APPROVED
SP

DATE 5/95

REVISED DATE

2000

DRAFT
FINDING F SUITABILITY T TRANSFER (F ST)
PENINSULA OUTREACH WELCOME HOUSE PARCEL
BUILDINGS T-2814 THROUGH T-2817 AND T-2836
FORMER FORT ORD, CALIFORNIA

In my capacity as the Deputy Assistant Secretary of the Army for Environment, Safety, and Occupational Health, and on the basis of an Environmental Baseline Survey (EBS) for the McKinney Homeless Act Group A Parcels, I have determined that the Peninsula Outreach Welcome House (POWH) Parcel, Buildings T-2814 through T-2817 and T-2836, at former Fort Ord, California (Property), is suitable for transfer to POWH for transitional and emergency housing. The area to be assigned and transferred includes five buildings on approximately ¾ acre (Plate 1).

Transfer of the Property is in accordance with the Defense Base Closure and Realignment Act of 1990, Section 2905(b), Public Law 101-510, as amended, and will be subject to the terms, conditions, reservations, and restrictions, if any, contained in the final deed.

A determination of the environmental condition of the Property was made by the United States Army by conducting an EBS that included reviewing existing environmental documents and making associated visual site inspections. The documents reviewed included the final Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report, April 1994, U.S. EPA Region IX's concurrence to the CERFA Report (Memorandum, 19 April 1994), and various remedial investigation/feasibility studies documents. The results of the EBS indicated that the Property is environmentally suitable for transfer to POWH (**Note - This FOST Assumes the No Action ROD will be signed**). The results of the EBS are as follows:

- Five buildings (T-2814 through T-2817 and T-2836) are located on the Property. The buildings were previously used for guest or temporary housing at Fort Ord.

- An asbestos survey conducted by the Army shows that Buildings T-2814 through T-2817 and T-2836 contain nonfriable asbestos and that Building T-2817 contains friable asbestos in undamaged condition. The asbestos in these buildings does not present an immediate health hazard.
- The five buildings are suspected to contain LBP because they were constructed prior to 1978.
- No elevated radon levels were detected on the Property during a 1990 survey at Fort Ord.
- No radiological surveys have been conducted within the Property because these buildings were not used to store radiological materials.
- There have been no reported releases of PCB-contaminated dielectric fluids from any transformer present on the Property.
- Ordnance and explosive waste (OEW) surveys show that no potential ordnance training sites are within or immediately adjacent to the Property.
- No underground or aboveground storage tanks or solid waste management units are present on the property, and no studies associated with them have been conducted by the Army for the Property.
- The final CERFA report identifies the property as a CERFA disqualified parcel because of its inclusion within Installation Restoration Site 28. The Army completed a No Action Record of Decision (NoAROD) for all No Action sites (including Site 28) in the spring of 1995.

On the basis of the above results from the EBS and subsequent investigations, certain terms, conditions, reservations, restrictions, and notifications are required. Use restrictions and disclosure of conditions are described below and will be included in the transfer documents.

NOTICE OF THE PRESENCE OF ASBESTOS. The Property existing on the date of this conveyance may contain certain amounts of asbestos in the floor tile, linoleum and associated mastic, asbestos-containing pipe and tank insulation, heating, ventilating, and air condition vibration joint cloths, exhaust flues, acoustic ceiling treatment, siding, drywall, drywall compound, debris in some of the buildings, or incidental amounts in the window putty or gasketing, etc.

The GRANTEE covenants and agrees, on behalf of it, its successors and assigns, that in its use and occupancy of the Property, it will comply with all applicable laws relating to asbestos, and that the GRANTOR assumes no liability for damages for personal injury, illness, disability or death, to the GRANTEE, its successors or assigns, or to any other person including members of the general public, arising from or incident to the purchase, transportation, removal, handling, alterations, renovations, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property described in this Deed, regardless of whether the GRANTEE, its successors or assigns have properly warned or failed properly to warn the individual(s) injured.

NOTICE OF THE PRESENCE OF LEAD-BASED PAINT. The GRANTEE is hereby informed and does acknowledge that any Property existing on the date of this Deed which was constructed or rehabilitated prior to 1978 is presumed to contain lead-based paint.

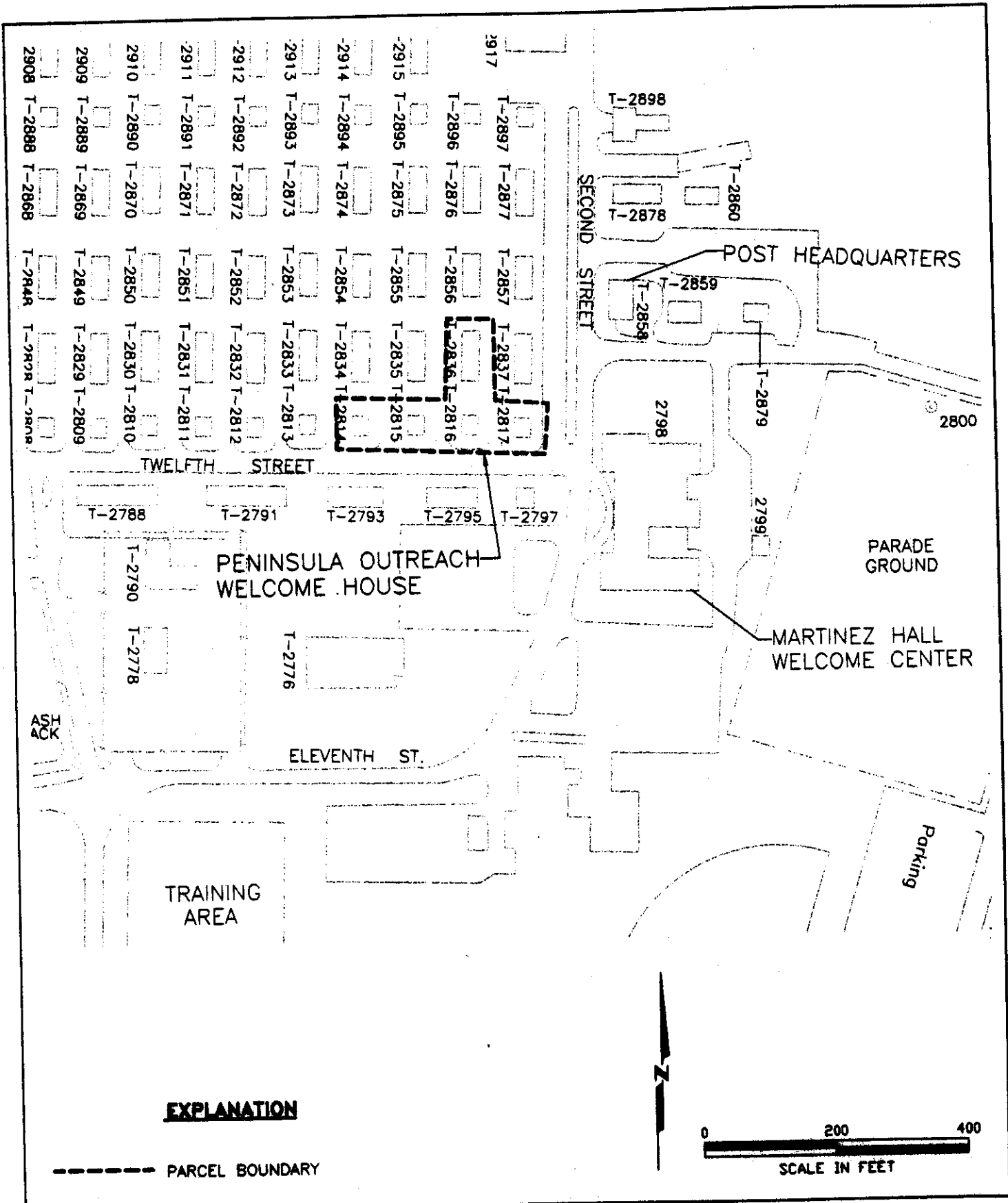
The GRANTEE, its successors and assigns, shall not permit the use of any such structure for residential habitation unless the GRANTEE has received certification from GRANTOR or others that the premises are safe or GRANTEE has eliminated the hazards of lead-based paint by treating any defective lead-based paint surface in accordance with all applicable laws and regulations. Residential

structures are defined as any house, apartment, or structure intended for human habitation, including but not limited to a non-dwelling facility commonly used by children under 7 years of age such as a child care center, elementary school, or playground.

On the basis of the above, I conclude that the POWH Parcel, Buildings T-2814 through T-2817 and T-2836, is transferable under Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). **[Assumes NoAROD and subsequent approval memoranda for Site 28 have been signed.]** The deed for this transaction will contain the covenants in CERCLA Section 120(h)(3) warranting that any response action found to be necessary after the date of transfer shall be conducted by the United States and a clause granting the United States access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of such transfer.

Lewis D. Walker

Deputy Assistant Secretary of the Army
(Environment, Safety, and Occupational Health)



EXPLANATION

--- PARCEL BOUNDARY



Harding Lawson Associates
Engineering and Environmental Services

Peninsula Outreach Welcome House
Buildings 2814, 2815, 2816, 2817 & 2836
Finding of Suitability to Transfer
McKinney Group A Parcels
Former Fort Ord, California

PLATE

1

DRAWN
CSN

JOB NUMBER
25894 0017614

APPROVED
[Signature]

DATE
5/95

REVISED DATE

DRAFT
FINDING OF SUITABILITY TO LEASE (FOSL)
CHILDREN'S SERVICES INTERNATIONAL PARCEL
FORMER FORT ORD, CALIFORNIA

In my capacity as the Deputy Assistant Secretary of the Army for Environment, Safety, and Occupational Health, and based on an Environmental Baseline Survey (EBS) for the McKinney Homeless Act Group A parcels, I have determined that the Children's Services International (CSI) Parcel, at former Fort Ord, California (Property), is suitable for lease to CSI for the purposes of childcare and support services with use restrictions as specified in the attached environmental protection provisions. The area to be leased includes one habitable building (3070) on approximately 6 acres (Plate 1).

A determination of the environmental condition of the Property was made by the United States Army by conducting an EBS that included reviewing existing environmental documents and making associated visual site inspections. The documents reviewed included the final Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report, April 1994, U.S. EPA Region IX's concurrence to the CERFA Report (Memorandum, 19 April 1994), and various remedial investigation/feasibility studies documents. The results of the EBS indicated that the Property is environmentally suitable for lease to CSI. The results of the EBS are as follows:

- One building (3070) is located on the Property. Building 3070 housed a childcare facility for Patton Park Family Housing Area.
- An asbestos survey conducted by the Army shows that Building 3070 does not contain asbestos.
- Building 3070 is not considered to contain LBP because of its post-1978 (1990) construction date.

- No elevated radon levels were detected on the Property during a 1990 survey at Fort Ord.
- No radiological surveys have been conducted within the Property because the building was not used to store radiological materials.
- There have been no reported releases of PCB-contaminated dielectric fluids from any transformers on the Property.
- Ordnance and explosive waste (OEW) surveys show that no potential ordnance training sites are within or adjacent to the Property.
- No underground or aboveground storage tanks or solid waste management units are present on the property, and no studies associated with them have been conducted by the Army for this Property.
- The final CERFA report identifies the property as a CERFA disqualified parcel because of its location above the Fort Ord Landfills (OU2) groundwater plume; remediation of the groundwater plume is ongoing.

On the basis of the above results from the EBS and subsequent investigations, certain terms, conditions, reservations, restrictions, and notifications are required for the lease. Environmental protection provisions are attached and will be included in the lease documents.

Based on information detailed in the EBS and references cited therein, I conclude that all Department of Defense requirements to reach a Finding of Suitability to Lease have been fully met for the CSI Parcel. The Property may be used by the lessee pursuant to the terms and conditions specified in the lease, including the use restrictions detailed in the attached lease provisions.

Lewis D. Walker
Deputy Assistant Secretary of the Army
(Environment, Safety, and Occupational Health)

**ATTACHMENT
ENVIRONMENTAL PROTECTION PROVISIONS
CHILDREN'S SERVICES INTERNATIONAL PARCEL
FORMER FORT ORD, CALIFORNIA**

1. The sole purpose for which the leased premises and any improvements thereon may be used, in the absence of prior written approval of the Government for any other use is for a childcare facility.
2. The Lessee shall neither transfer nor assign this Lease of any interest therein or any property on the leased premises, nor sublet the leased premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this Lease without the prior written consent of the Government. Such consent shall not be unreasonable withheld or delayed. Every sublease shall contain the Environmental Protection provisions herein.
3. The Lessee and any sublessee shall comply with the applicable Federal, state, and local laws, regulations, and standards that are or may become applicable to Lessee's activities on the Leased Premises (e.g. Federal insecticide, Fungicide, and Rodenticide Act (FIFRA)).
4. The Lessee and any sublessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Lease, independent of any existing permits.
5. The Government's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice the Leased Premises for compliance with environment, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Government normally will give the Lessee or sublessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises

unless it determines the entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee, or contractor thereof.

6. The Government acknowledges that former Fort Ord has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Lessee acknowledges that the Government has provided it with a copy of the Fort Ord Federal Facility Agreement (FFA) entered into by the United States Environmental Protection Agency (EPA) Region IX, the state of California, and the Military Department and effective on February 1990, and will provide the Lessee with a copy of any amendments thereto. The Lessee agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended and the provisions of this Lease, the terms of the FFA will take precedence. The Lessee further agrees that notwithstanding any other provision of the Lease, the Government assumes no liability to the Lessee or its sublessees or licensees should implementation of the FFA interfere with the Lessee's or any sublessee's or licensee's use of the Leased Premises. The Lessee shall have no claim on account of any such interference against the United States or any officer, agent, employee or contractor thereof, other than for abatement of rent.

7. The Government and its officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the lessee and any sublessee, to enter upon the Leased Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with any provision of the FFA:

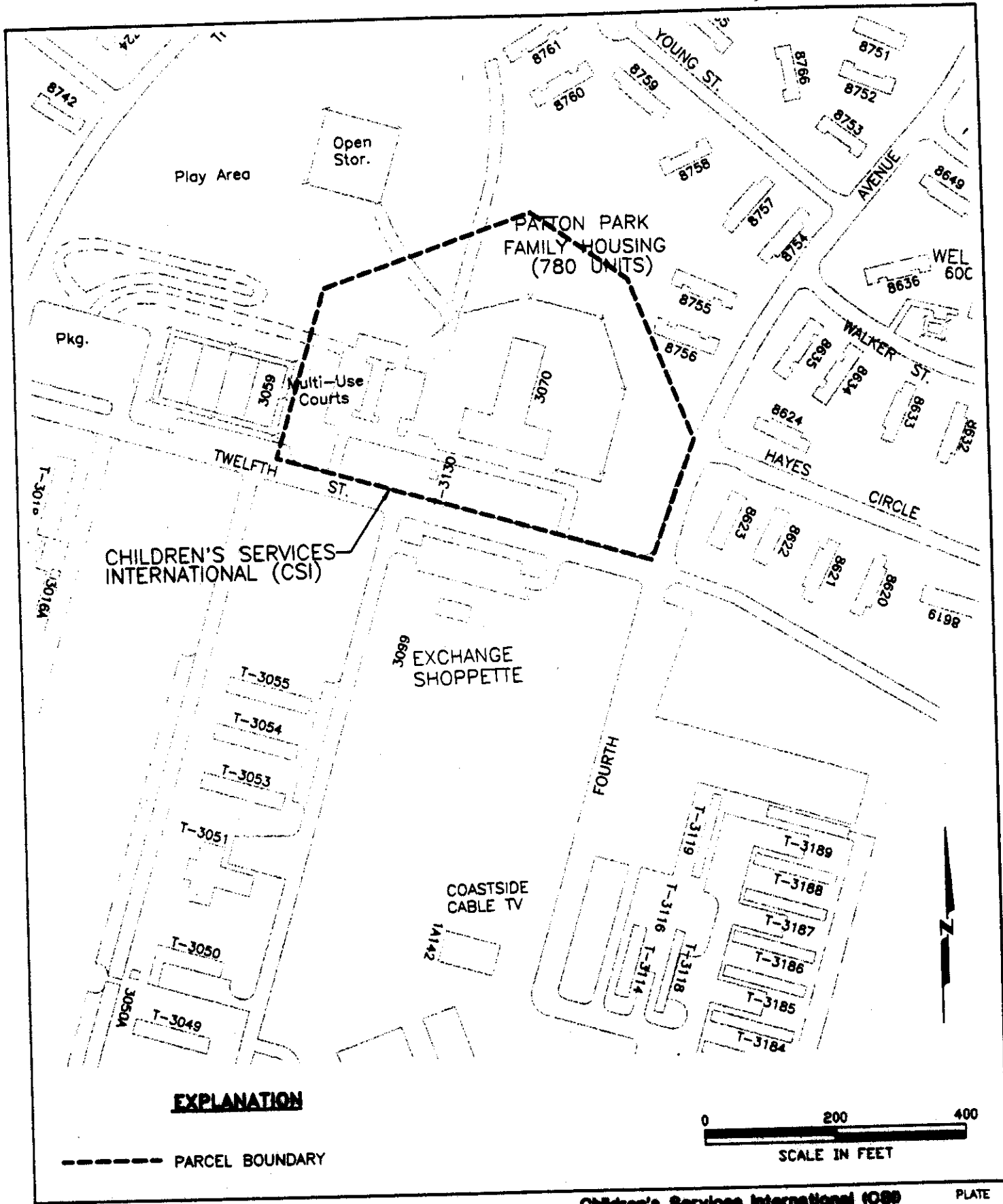
(a) to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test-pitting, testing soil borings and other activities related to the Fort Ord Installation Restoration Program (IRP) or FFA;

- (b) to inspect field activities of the Government and its contractors and subcontractors in
implementing the Fort Ord IRP or FFA;
- (c) to conduct any test or survey required by the EPA or the California EPA relating to the
implementation of the FFA or environmental conditions at Fort Ord or to verify any data
submitted to the EPA or state by the Government relating to such conditions;
- (d) to construct, operate, maintain or undertake any other response or remedial action as required
or necessary under the Fort Ord IRP, including, but not limited to monitoring wells, pumping
wells, and treatment facilities.
8. The Lessee shall comply with the provisions of any health and safety plan in effect under the IRP
or the FFA during the course of any of the above described response or remedial actions. Any
inspection, survey, investigation, or other response or remedial action will, to the extent
practicable, be coordinated with the Lessee. The Lessee shall have no claim on account of such
entries against the United States or any office, agent, employee, contractor, or subcontractor
thereof. In addition, the Lessee shall comply with all applicable Federal, state, and local
occupational safety and health regulations.
9. The Lessee further agrees that in the event of any assignment or sublease of the Leased Premises,
it shall provide to the EPA and the California EPA, Department of Toxic Substances Control by
certified mail a copy of the agreement of sublease of the Leased Premises (as the case may be)
within fourteen (14) days after the effective date of such transaction. The Lessee may delete the
financial terms and any other proprietary information from the copy of any agreement of
assignment or sublease furnished pursuant to this condition.

10. The Lessee shall strictly comply with the hazardous waste permit requirements under Resource Conservation and Recovery Act, and/or its California equivalent. Except as specifically authorized by the Government in writing, the Lessee must provide at its own expense hazardous waste management facilities, complying with all laws and regulations. Government hazardous waste management facilities will not be available to the Lessee. Any violation of the requirements of this condition shall be deemed a material breach of this Lease.
11. DoD Component accumulation points for hazardous and other wastes will not be used by the Lessee or any sublessee. Neither will the Lessee or sublessee permit its hazardous wastes to be commingled with hazardous waste of the DoD Component.
12. The Lessee shall have a Government approved plan for responding to hazardous waste, fuel, and other chemical spills prior to commencement of operations on the leased premises. Such plan shall be independent of the Presidio of Monterey and, except for initial fire response and or spill containment, shall not rely on use of installation personnel or equipment. Should the Government provide any personal or equipment, whether for initial fire response and/or spill containment, or otherwise on request of the Lessee, or because the Lessee was not, in the opinion of the said officer, conducting timely cleanup actions, the Lessee agrees to reimburse the Government for its costs.
13. The Lessee shall not construct or make or permit its sublessees or assign to construct or make any substantial alterations, additions, or improvements to or installations upon or otherwise modify or alter the leased premises in any way which may adverse affect the cleanup, human health, or the environment without the prior written consent of the Government. Such consent may include a requirement to provide the Government with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of the Government. For construction or alterations, additions, modifications, improvements or

installations (collectively "work") in the proximity of operable units that are part of a National Priorities List (NPL) Site, such consent may include a requirement written approval by the Government's Remedial Project Manager. Except as such written approval shall expressly provide otherwise, all such approved alterations, additions, modifications, improvements, and installations shall become Government property when annexed to the leased premises.

14. The Lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of the Government with the exception of replacement or repair of existing utilities and normal building maintenance.
15. The Lessee shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act (RCRA), or State equivalent and any other applicable laws, rules, or regulations. The Lessee must provide at its own expense such hazardous waste storage facilities which comply with all laws and regulations as it may need for such storage. Any violation of the requirements of this provision shall be deemed a material breach of this Lease.
16. The Government's rights under this Lease include the right to apply additional restrictions as warranted based on the results of the on-going environmental program.



EXPLANATION

----- PARCEL BOUNDARY



Harding Lawson Associates
Engineering and
Environmental Services

Children's Services International (CSI)
Building 3070
Finding of Suitability to Lease
McKinney Group A Parcels
Former Fort Ord, California

PLATE
1

DRAWN CSN
JOB NUMBER 25894 0017614

APPROVED
[Signature]

DATE 5/95

REVISED DATE

DRAFT
FINDING OF SUITABILITY TO LEASE (FOSL)
PENINSULA OUTREACH WELCOME HOUSE PARCEL
BUILDING S-2434
FORMER FORT ORD, CALIFORNIA

In my capacity as the Deputy Assistant Secretary of the Army for Environment, Safety, and Occupational Health, and based on an Environmental Baseline Survey (EBS) for the McKinney Homeless Act Group A parcels, I have determined that the Peninsula Outreach Welcome House (POWH) Building S-2434, at former Fort Ord, California (Property), is suitable for lease to POWH for the purposes of temporary housing with use restrictions as specified in the attached environmental protection provisions. The area to be leased includes one habitable building (S-2434) on approximately 1 acre (Plate 1).

A determination of the environmental condition of the Property was made by the United States Army by conducting an EBS that included reviewing existing environmental documents and making associated visual site inspections. The documents reviewed included the final Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report, April 1994, U.S. EPA Region IX's concurrence to the CERFA Report (*Memorandum, 19 April 1994*), and various remedial investigation/feasibility studies documents. The results of the EBS indicated that the Property is environmentally suitable for lease to POWH. The results of the EBS are as follows:

- One building (S-2434) is located on the Property. Building S-2434 was formerly the ADP Data Processing Center in the northern part of the Main Garrison.
- An asbestos survey conducted by the Army shows that Building S-2434 contains nonfriable asbestos.
- Building S-2434 is suspected to contain LBP because of its pre-1978 (1969) construction date.

- No elevated radon levels were detected on the Property during a 1990 survey at Fort Ord.
- No radiological surveys have been conducted within the Property because the building was not used to store radiological materials.
- There have been no reported releases of PCB-contaminated dielectric fluids from any transformers on the Property.
- Ordnance and explosive waste (OEW) surveys show that no potential ordnance training sites are within or adjacent to the Property.
- No underground or aboveground storage tanks or solid waste management units are present on the property, and no studies associated with them have been conducted by the Army for this Property.
- The final CERFA report identifies the property as a CERFA disqualified parcel because it is partially included within Installation Restoration Site 12; remediation of Site 12 is ongoing.

On the basis of the above results from the EBS and subsequent investigations, certain terms, conditions, reservations, restrictions, and notifications are required for the lease. Environmental protection provisions are attached and will be included in the lease documents.

Based on information detailed in the EBS and references cited therein, I conclude that all Department of Defense requirements to reach a Finding of Suitability to Lease have been fully met for the POWH Building S-2434 Parcel. The Property may be used by the lessee pursuant to the terms and conditions specified in the lease, including the use restrictions detailed in the attached lease provisions.

Lewis D. Walker
Deputy Assistant Secretary of the Army
(Environment, Safety, and Occupational Health)

**ATTACHMENT
ENVIRONMENTAL PROTECTION PROVISIONS
PENINSULA OUTREACH WELCOME HOUSE PARCEL
BUILDING S-2434
FORMER FORT ORD, CALIFORNIA**

1. The sole purpose for which the leased premises and any improvements thereon may be used, in the absence of prior written approval of the Government for any other use is for temporary housing.
2. The Lessee shall neither transfer nor assign this Lease of any interest therein or any property on the leased premises, nor sublet the leased premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this Lease without the prior written consent of the Government. Such consent shall not be unreasonable withheld or delayed. Every sublease shall contain the Environmental Protection provisions herein.
3. The Lessee and any sublessee shall comply with the applicable Federal, state, and local laws, regulations, and standards that are or may become applicable to Lessee's activities on the Leased Premises (e.g. Federal insecticide, Fungicide, and Rodenticide Act (FIFRA)).
4. The Lessee and any sublessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Lease, independent of any existing permits.
5. The Government's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice the Leased Premises for compliance with environment, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Government normally will give the Lessee

or sublessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee, or contractor thereof.

6. The Government acknowledges that former Fort Ord has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Lessee acknowledges that the Government has provided it with a copy of the Fort Ord Federal Facility Agreement (FFA) entered into by the United States Environmental Protection Agency (EPA) Region IX, the state of California, and the Military Department and effective on February 1990, and will provide the Lessee with a copy of any amendments thereto. The Lessee agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended and the provisions of this Lease, the terms of the FFA will take precedence. The Lessee further agrees that notwithstanding any other provision of the Lease, the Government assumes no liability to the Lessee or its sublessees or licensees should implementation of the FFA interfere with the Lessee's or any sublessee's or licensee's use of the Leased Premises. The Lessee shall have no claim on account of any such interference against the United States or any officer, agent, employee or contractor thereof, other than for abatement of rent.

7. The Government and its officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the lessee and any sublessee, to enter upon the Leased Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with any provision of the FFA:

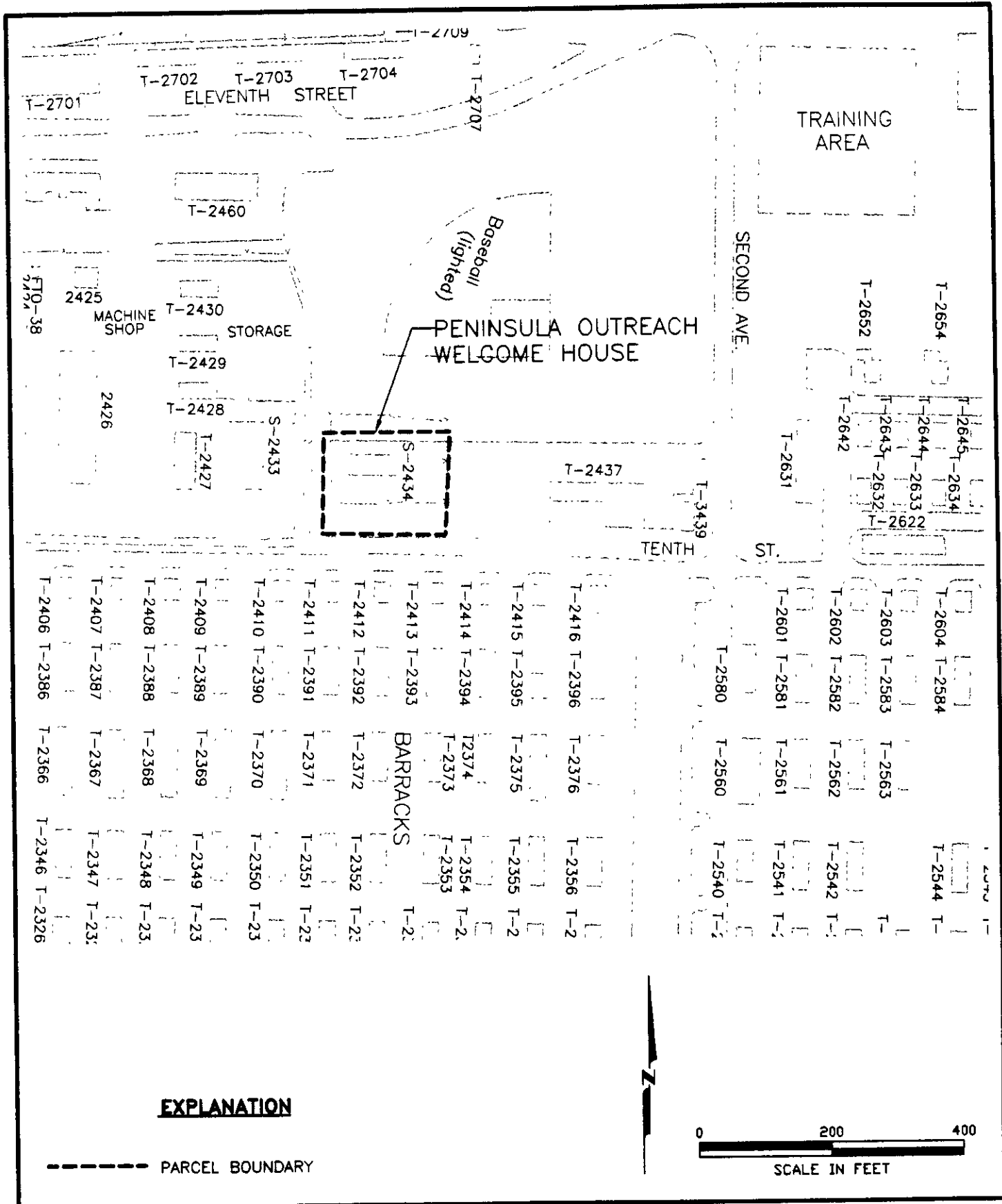
- (a) to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test-pitting, testing soil borings and other activities related to the Fort Ord Installation Restoration Program (IRP) or FFA;
 - (b) to inspect field activities of the Government and its contractors and subcontractors in implementing the Fort Ord IRP or FFA;
 - (c) to conduct any test or survey required by the EPA or the California EPA relating to the implementation of the FFA or environmental conditions at Fort Ord or to verify any data submitted to the EPA or state by the Government relating to such conditions;
 - (d) to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the Fort Ord IRP, including, but not limited to monitoring wells, pumping wells, and treatment facilities.
8. The Lessee shall comply with the provisions of any health and safety plan in effect under the IRP or the FFA during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with the Lessee. The Lessee shall have no claim on account of such entries against the United States or any office, agent, employee, contractor, or subcontractor thereof. In addition, the Lessee shall comply with all applicable Federal, state, and local occupational safety and health regulations.
9. The Lessee further agrees that in the event of any assignment or sublease of the Leased Premises, it shall provide to the EPA and the California EPA, Department of Toxic Substances Control by certified mail a copy of the agreement of sublease of the Leased Premises (as the case may be) within fourteen (14) days after the effective date of such transaction. The Lessee may delete the

financial terms and any other proprietary information from the copy of any agreement of assignment or sublease furnished pursuant to this condition.

10. The Lessee shall strictly comply with the hazardous waste permit requirements under Resource Conservation and Recovery Act, and/or its California equivalent. Except as specifically authorized by the Government in writing, the Lessee must provide at its own expense hazardous waste management facilities, complying with all laws and regulations. Government hazardous waste management facilities will not be available to the Lessee. Any violation of the requirements of this condition shall be deemed a material breach of this Lease.
11. DoD Component accumulation points for hazardous and other wastes will not be used by the Lessee or any sublessee. Neither will the Lessee or sublessee permit its hazardous wastes to be commingled with hazardous waste of the DoD Component.
12. The Lessee shall have a Government approved plan for responding to hazardous waste, fuel, and other chemical spills prior to commencement of operations on the leased premises. Such plan shall be independent of the Presidio of Monterey and, except for initial fire response and or spill containment, shall not rely on use of installation personnel or equipment. Should the Government provide any personal or equipment, whether for initial fire response and/or spill containment, or otherwise on request of the Lessee, or because the Lessee was not, in the opinion of the said officer, conducting timely cleanup actions, the Lessee agrees to reimburse the Government for its costs.
13. The Lessee shall not construct or make or permit its sublessees or assign to construct or make any substantial alterations, additions, or improvements to or installations upon or otherwise modify or alter the leased premises in any way which may adverse affect the cleanup, human health, or the environment without the prior written consent of the Government. Such consent

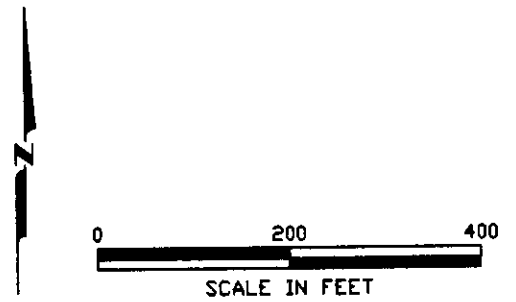
may include a requirement to provide the Government with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of the Government. For construction or alterations, additions, modifications, improvements or installations (collectively "work") in the proximity of operable units that are part of a National Priorities List (NPL) Site, such consent may include a requirement written approval by the Government's Remedial Project Manager. Except as such written approval shall expressly provide otherwise, all such approved alterations, additions, modifications, improvements, and installations shall become Government property when annexed to the leased premises.

14. The Lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of the Government with the exception of replacement or repair of existing utilities and normal building maintenance.
15. The Lessee shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act (RCRA), or State equivalent and any other applicable laws, rules, or regulations. The Lessee must provide at its own expense such hazardous waste storage facilities which comply with all laws and regulations as it may need for such storage. Any violation of the requirements of this provision shall be deemed a material breach of this Lease.
16. The Government's rights under this Lease include the right to apply additional restrictions as warranted based on the results of the on-going environmental program.



EXPLANATION

--- PARCEL BOUNDARY



Harding Lawson Associates
 Engineering and
 Environmental Services

Peninsula Outreach Welcome House
 Building 2434
 Finding of Suitability to Lease
 McKinney Group A Parcels
 Former Fort Ord, California

PLATE

1

DRAWN CSN
 JOB NUMBER 25894 0017614

APPROVED *SL*

DATE 5/95

REVISED DATE