

**PORT FACILITY PROPERTY INSTRUMENT OF DISPOSAL
QUITCLAIM DEED**

**CITY OF LOS ANGELES, PORT OF LOS ANGELES
LOS ANGELES, CALIFORNIA**

1. THIS QUITCLAIM DEED (“Quitclaim Deed” or “Deed”), is made this _____ day of _____, 2015, under and pursuant to the power and authority provided by the National Defense Authorization Act for Fiscal Year 1994, Pub. L. 103-160, Section 2927, dated November 30, 1993 (107 Stat. 1932-1934) (“NDAA FY94”); Chapter III of the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. §§ 541-559), at 40 U.S.C. § 554 (formerly cited as 40 U.S.C. § 484q) (the “FPASA”); the Federal Management Regulation, as the successor to the Federal Property Management Regulation (41 C.F.R. Part 102-75, *see e.g.* §§ 102-75.250 through .265 and .820 through .875); and the Utilization and Disposal of Surplus Federal Real Property for Development or Operation of a Port Facility Regulation, 46 C.F.R. Part 387, between the UNITED STATES OF AMERICA, acting by and through the Secretary of Transportation, as delegated to the Maritime Administrator (herein called the “Grantor”), and the City of Los Angeles acting by and through its Board of Harbor Commissioners, as created by City Ordinance No. 15621 on December 9, 1907, pursuant to Article XI, Section 138, of the Los Angeles City Charter (recodified at Section 650 *et seq.*), (hereinafter called the “Grantee”).

2. WITNESSETH, that the said Grantor, for and in consideration of the assumption by the Grantee of all the obligations, and its taking subject to certain terms, reservations, restrictions and conditions and its agreement to abide by, certain other terms, reservations, restrictions and conditions, all as set out hereinafter, has remised, granted, released and forever quitclaimed and by these presents does remise, grant, release and forever quitclaim to the Grantee, without warranty, express or implied, under and subject to the terms, reservations, restrictions, conditions, and exceptions, all as hereinafter expressed and set out, all title and claim which the Grantor has in and to that certain property, comprising 22.9 acres of land, more or less, together with all improvements thereon except for the Navy-owned fuel pipelines traversing such property, situated, lying and being in the City of Los Angeles, California, the County of Los Angeles, State of California, being a portion of the installation formerly known as Site 6B or Parcel 6B of the Long Beach Naval Complex, generally described in the Federal Register on Wednesday, June 3, 1998, (63 FR 30205-30211), and as specifically described in detail in the Legal Description prepared by Eric S. Gilbertsen and attached to this Quitclaim Deed as **Attachment A** (hereinafter called the “Property”), for the development or operation of a Port Facility and for other uses stated herein.

3. WHEREAS, all the Property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA (hereinafter, “Government”), the Property was surplus by the Department of the Navy (hereinafter, “Navy”) and is presently available for disposal, and its disposal has been heretofore authorized by the Navy, acting pursuant to the

National Defense Authorization Act for Fiscal Year 1994 and the Federal Management Regulation, as the successor regulation to the Federal Property Management Regulation (41 C.F.R. Part 102-75); and authority delegated to the Secretary of Defense under Public Law 101-510, redelegated by the Secretary of the Navy to the Commander, Naval Facilities Engineering Command, authorizes the Department of the Navy to convey the Property to the Maritime Administration (hereinafter, "MarAd") for subsequent conveyance to the Grantee. The delegation of authority to the Commander, Naval Facilities Engineering Command is attached to this Quitclaim Deed as **Attachment B**.

4. WHEREAS, the surplus real Property will be used and maintained in perpetuity for the purpose for which it was conveyed, and that if the Property ceases to be used or maintained for that purpose, all or any portion of the Property will, in its then existing condition, at the option of the Government, revert to the Navy.

5. TO HAVE AND TO HOLD the same on an "as is" and "where is" basis, together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the title or claim whatsoever of the Grantor, either in law or in equity and subject to the terms, reservations, restrictions and conditions set forth in this instrument, to the only proper use, benefit and behalf of the Grantee.

6. NOW THEREFORE, by the acceptance of this Deed or any rights hereunder, the Grantee agrees that the Property conveyed by this instrument is accepted subject to all covenants, conditions and restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record pertaining to the Property as of the date of this Deed.

6.A. As used in this document, "Port Facility" means any structure and improved property, including services connected therewith, whether located on the waterfront or inland, which is used or intended for use in developing, transferring, or assisting maritime commerce and water dependent industries, including, but not limited to, piers, wharves, yards, docks, berths, aprons, equipment used to load and discharge cargo and passengers from vessels, dry and cold storage spaces, terminal and warehouse buildings, bulk and liquid storage terminals, tank farms, multimodal transfer terminals, transshipment and receiving stations, marinas, foreign trade zones, shipyards, industrial property, fishing and aquaculture structures, mixed use waterfront complexes, connecting channels and port landside transportation access routes.

MarAd has reviewed the uses included in the Port Facility Redevelopment Plan (hereinafter, "PFRP") submitted to MarAd by letter dated September 16, 1999 and approved these uses by memorandum dated March 10, 2003. The PFRP is attached to this Quitclaim Deed as **Attachment C**.

6.B. Except as provided in subparagraph 7.A, the entire Port Facility including all structures, improvements, facilities and equipment in which this instrument conveys any interest will be maintained at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance will be required as to structures, improvements, facilities and equipment only during the useful life thereof, as determined by the Grantor or his successor in function.

7. FURTHER, by the acceptance of this Deed or any rights hereunder, the Grantee also assumes the obligation of and agrees to abide by, and this conveyance is made subject to, the following terms, reservations, restrictions and conditions set forth in subparagraphs 7.A through 7.W inclusive:

7.A. That no part of the Property conveyed by this Deed, with the exception of utilities, will be mortgaged or otherwise disposed of or rights or interest granted by the Grantee without the written consent of the Grantor. When such consent is required, it shall not be unreasonably withheld. However, the Grantor will only review leases of five years or more to determine the interest granted therein. Grantor agrees to provide an initial response to any requests by Grantee to review a lease within thirty (30) days of Grantor's receipt of any such lease. Any request to review a lease, and any response thereto, may be made through electronic mail.

7.B. Property conveyed for a Port Facility will be used and maintained for the use and benefit of the public on fair and reasonable terms, without discrimination.

In furtherance of this term (but without limiting its general applicability and effect) the Grantee specifically agrees:

7.B.1. That it will keep the Port Facility open to the maritime uses expressed in the application without discrimination between such types and kinds. Provided, that the Grantee may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Port Facility as may be necessary for the safe and efficient operation of the Port Facility; and provided, further, that the Grantee may prohibit or limit any given type and kind of maritime use of the Port Facility if such action is necessary for the safe operation of the Port Facility,

7.B.2. That in its operation and the operation of a Port Facility on the Property, neither it nor any person or organization occupying space or facilities thereupon will discriminate against any person or class of persons by reason of race, color, creed, sex, age, marital status, political affiliation or non-affiliation, national origin, religion, disability or sexual orientation in the use of any of the facilities provided for the public on the Property, and

7.B.3. That in any agreement, contract, lease, or other arrangement under which a right or privilege on the Property is granted to any person, firm or corporation to conduct or engage in any maritime activity for furnishing services to the public on the Property, the Grantee will insert and enforce provisions requiring the contractor to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof.

7.C. The Grantee will, insofar as it is within its powers, and to the extent reasonable, adequately protect the water and land access to the Port Facility.

7.D. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by Grantor, the port and all facilities thereon and connected therewith which are necessary to service the maritime users of the Port Facility and will not permit any activity thereon which would interfere with its use as a Port Facility.

7.E. The Port Facility is subject to the provisions of 46 C.F.R. Part 340, the Priority Use and Allocation of Shipping Services, Containers and Chassis, and Port Facilities and Services for National Security and National Defense Related Operations regulations. A copy of 46 CFR Part 340 is included as **Attachment D**.

7.F. The Grantee will:

7.F.1 Furnish the Grantor with annual or special Port Facility financial and operational reports, as requested, and

7.F.2. Furnish the Grantor with an annual utilization report that demonstrates that the Port Facility is being used in accordance with the terms and conditions of the Deed, and

7.F.3. Upon reasonable request of the Grantor, make available for inspection by any duly authorized representative of the Grantor the Port Facility located on the Property, and all Port Facility records and documents affecting the port, including deeds, leases, operation and use agreements, regulations, and other instruments, and furnish to the Grantor a true copy of any such document.

7.G. Where construction or major renovation is not required or proposed, the Port Facility will be placed into use within twelve (12) months from the date of this conveyance. Where construction or major renovation is contemplated at the time of conveyance, the Property will be placed in service according to the redevelopment time table approved by the Grantor in the PFRP.

7.H. The Grantee will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the terms, reservations, restrictions and conditions set forth herein or in its application submitted to MarAd for the conveyance of the Property; if an arrangement is made for management or operation of the Port Facility by any agency or person other than the Grantee, it will reserve sufficient rights and authority to ensure that such Port Facility will be operated and maintained in accordance with these terms, reservations, restrictions, and conditions.

7.I. The Grantee will keep up to date at all times a Port Facility layout map of the Property described herein showing the boundaries of the Port Facility and all proposed additions thereto, and the location of all existing and proposed port facilities and structures, including all proposed extensions and reductions of existing port facilities.

7.J. In the event that any of the terms, reservations, restrictions, and conditions contained herein are not met, observed, or complied with by the Grantee, whether caused by the legal inability of said Grantee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights conveyed by this Deed to the Grantee, or any portion thereof, will at the option of the Grantor revert to the Government in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by Grantor or his successor in function, unless within said sixty (60) days such default or violation will have been cured and all such terms, reservations, restrictions, and conditions will have been met, observed, or complied with, or if such cure cannot be reasonably accomplished within said sixty (60) days, Grantee within said sixty (60) days commences the cure and diligently prosecutes it to completion, in which event said reversion will not occur and title, right of possession, and all other rights conveyed hereby, except such, if any, that have previously reverted, will remain vested in the Grantee.

7.K. If the construction of any of the terms, reservations, restrictions, and conditions recited herein as provisions or the application of the same as provisions in any particular instance is held invalid, the particular term, reservation, restriction or condition in question will be construed instead merely as conditions upon the breach of which the Grantor may exercise its option to cause the title, interest, right of possession, and all other rights conveyed to the Grantee, or any portion thereof, to revert to it, and the application of such term, reservation, restrictions or condition as provisions in any other instance and the construction of the remainder of such terms, reservations, restrictions and conditions as provisions will not be affected thereby.

7.L. The Grantee will remain at all times a political subdivision, municipality, or instrumentality of the State of California.

7.M. The Grantee will comply at all times with all applicable provisions of law.

7.N. The Grantee will not modify, amend or otherwise change its approved PFRP without the prior written consent of Grantor and will implement the PFRP as approved by the Grantor. When consent is requested by the Grantee, the Grantor shall not unreasonably withhold its consent.

7.O. The Grantee agrees that in the event that the Grantor exercises its option to revert all right, title, and interest in and to any portion of the Property to the Government, or Grantee voluntarily returns title to the Property in lieu of a reverter, then the Grantee will provide protection to and maintenance of the Property at all times until such time as the title is actually reverted or returned to and accepted by the Government. Such protection and maintenance will, at a minimum, conform to the standards prescribed in the Federal Management Regulation (41 C.F.R. Part 102-75, *see e.g.* §102-75.970) in effect as of the date of the conveyance.

7.P. Grantor expressly reserves from this conveyance all mineral rights including, but not limited to, oil and gas. The listing of these minerals does not limit the kinds of minerals subject to the reservation.

7.Q. The Government reserves all right, title, and interest in and to all property of whatsoever nature not specifically conveyed, together with right of removal thereof from the Port Facility within one (1) year from the date of the Deed. During such period, the Government, its agents, customers, transferees, and successors will have the right of ingress to and egress from the Port Facility for the purposes of using, disposing of by sale or otherwise, and removing such property.

7.R. The Grantee agrees to maintain, indemnify and hold harmless the Grantor and the Government from any and all claims, demands, costs or judgments for damages to persons or property that may arise from the use of the Property by the Grantee, guests, employees, lessees.

7.S. The Grantor on written request from the Grantee may grant release from any of the terms, reservations, restrictions, and conditions contained in the Deed, or the Grantor may release the Grantee from any terms, restrictions, reservations or conditions if the Grantor determines that the Property so conveyed no longer serves the purpose for which it was conveyed.

7.T. The covenants, conditions, and restrictions set forth in this Deed and accepted herein by Grantee, unless specifically released, are a binding servitude on the Property; shall inure to the benefit of and enforceable by the Government, shall run with the land in perpetuity, and shall be binding on the Grantee, its successors and assigns.

7.U. Whenever this Deed makes reference to a particular department or agency of the State of California or the United States of America, that reference will be understood to include successor departments and agencies.

7.V. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enforce and insure compliance with all requirements set out in this Deed.

7.W. SUBJECT TO THE FOLLOWING RESERVATIONS, NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against Grantee, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, in perpetuity:

7.W.1. Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record, and any facts which a physical inspection or accurate survey of the Property may disclose. Failure of Grantor to insist in any one or more instances upon complete performance of any of the covenants or conditions of this Quitclaim Deed will not be construed as a waiver or a relinquishment of the future performance of such covenants or conditions, but the obligations of Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

7.W.2. Except as otherwise provided herein, or as otherwise provided by law, Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed “as is” and “where is” without any representation, promise, agreement, or warranty on the part of Grantor regarding the condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions. Grantee further acknowledges that Grantor shall not be liable for any latent or patent defects in the Property, except to the extent provided herein, or as otherwise required by law.

7.W.3. A Finding of Suitability to Transfer (FOST) for Parcel 6B has been completed which references environmental conditions on the Property. The Grantee acknowledges that it has received a copy of the FOST, and that all documents referenced therein have been made available to Grantee for inspection and copying. The FOST is included as **Attachment E** to this Quitclaim Deed.

8. ENVIRONMENTAL DEED PROVISIONS.

8.A. The covenants, conditions and restrictions made and accepted herein by Grantee shall be for the benefit of and enforceable by the Government, by and through either the Grantor or the Navy, as the subject matter requires, and shall run with the land, and shall be binding on the Grantee, its successors and assigns.

8.B. The Grantee agrees, on behalf of itself and its successors and assigns, as a covenant running with the land that the Government shall have reasonable right of access to the Property for inspection, monitoring and other activities as deemed necessary by the Government in order to protect human health and the environment.

8.C. The covenants and notices listed in the FOST, receipt of which is acknowledged by Grantee in 7.W.3, are incorporated as a part of the Quitclaim Deed.

8.D. CERCLA COVENANT

8.D.1. **PROPERTY COVERED BY NOTICE, DESCRIPTION, ACCESS RIGHTS, AND COVENANTS MADE PURSUANT TO SECTION 120(H)(3)(A) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(H)(3)(A)):** For the Property, the GRANTOR provides the following notice, description, and covenants and retains the following access rights:

8.D.1.a. **Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):** Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in the FOST (**Attachment E**), attached hereto and made a part hereof.

8.D.1.b. **Description of Remedial Actions Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):** Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in the FOST (**Attachment E**) attached hereto and made a part hereof.

8.D.1.c. **Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):** The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such

remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee, and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors/assigns/transferees, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its right under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors'/assigns'/transferees', as the case may be, quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, or its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this clause shall be considered as a waiver by the Grantee and its successors/assigns/transferees, as the case may be, of any remedy available to them under the Federal Tort Claims Act.

8.D.2. The terms of a May 22, 1997, Memorandum of Agreement (MOA) between the Departments of Education, Health and Human Services, Interior and Transportation and the Department of Defense and the Departments of the Army, Navy and Air Force (**Attachment F**) delineate those agencies' responsibilities for environmental obligations for the Property.

8.E. In connection with any remedial or corrective action taken by or on behalf of the United States, Grantee agrees, on behalf of itself and its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any such action.

8.F. ENVIRONMENTAL DOCUMENTATION - The Grantee has received the technical environmental reports, including the FOST (**Attachment E**) and the Record of Categorical Exclusion: Site 6B & Water Tank Parcel (**Attachment G**) for the Property that will be conveyed by this Deed, prepared by the Navy. The Grantee has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use.

8.G. POST-TRANSFER DISCOVERY OF CONTAMINATION

8.G.1. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, the Grantee or its successors or assigns shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to the Navy's activities, ownership, use, or occupation of the Property.

8.G.2. Grantee, its successors and assigns, as consideration for the conveyance, agree to release the Government from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance unless such a release is caused by the activity of an agency or department of the Government during the term of any lease or any contractor subcontractor or agent of the Government in possession of or on the property pursuant to any provision of this Deed. This subparagraph shall not affect the Government's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

8.H. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

8.H.1. The Grantee is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

8.H.2. The Grantor represents that, to the best of its knowledge, no MEC is currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

8.H.3 EASEMENT AND ACCESS RIGHTS.

8.H.3.a. The Grantor reserves a perpetual and assignable easement and right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

8.H.3.b. In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

8.H.3.c. In connection with the exercise of this easement and right of access by Grantor, neither the Grantee nor its successors and assigns, as the case maybe, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this subparagraph 8.H.3. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property.

8.I. NOTICE OF THE PRESENCE OF ASBESTOS

8.I.1. The covenants, restrictions, and requirements of this subparagraph shall be binding upon the Grantee, its successors and assigns and all future owners excluding lessees and shall be deemed to run with the land. The Grantee on behalf of itself, its successors and assigns, covenants that it will include and make legally binding, this subparagraph in all subsequent conveyance documents.

8.I.2. Asbestos Containing Material:

8.I.2.a. The Grantee is hereby informed and does hereby acknowledge that hazardous materials in the form of asbestos or asbestos containing materials ("ACM") may be present on the underground fuel pipelines on the Property. The FOST discloses the potential presence of asbestos or ACM hazards on such pipelines on the Property.

8.I.2.b. The Grantee covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit the interference with, or disturbance of, the underground fuel pipelines on the Property, or portions thereof, potentially containing asbestos hazards or ACM hazards prior to abatement of such hazards. In connection with its use and occupancy of the Property, including, but not limited to, demolition of fuel pipelines or excavations that might expose such pipelines, or portions thereof, potentially containing asbestos or ACM, Grantee will comply with all applicable federal, state and local laws relating to asbestos and ACM.

8.I.2.c. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, its successors and assigns, employees, invitees, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition or other activity causing or leading to the contact of any kind whatsoever with asbestos or ACM on the pipelines, whether the Grantee, its successors and assigns, has properly warned, or failed to properly warn the persons injured.

9. PIPELINE EASEMENT.

9.A. The Grantor, for its successors and assigns, hereby expressly reserves a perpetual and assignable non-exclusive 20 foot easement for two (2) eighteen inch Navy-owned fuel pipelines that transverse Parcel 6B, as shown in **Attachment H**, attached hereto and made a part hereof. The easement will permit the ingress and egress, installation, operation, maintenance, replacement, removal, repair, on, in, across, over, above, or under existing roadways and utility lines that are or may be located on the Property, or portions thereof, as of the effective date of this Deed.

9.B. To the extent the aforementioned fuel pipeline easement is abandoned after the date of this conveyance by the Grantor (easement holder), any rights under said easement shall automatically terminate. Upon abandonment, Grantor (easement holder) shall quitclaim to the Grantee all easement rights granted to the Grantor.

In the event the easement is terminated by quitclaim deed or abandonment, the pipelines shall be abandoned in place. Mere nonuse of the pipeline shall not constitute abandonment. All abandoned pipelines shall conform to all applicable state, federal and local laws of abandonment, including the disconnection, purging and sealing of abandoned pipelines left in place. Any pipeline that transverses Site 6B may be removed in lieu of abandonment. However, removed pipelines shall conform to all applicable state, federal and local laws related to pipeline removal. The Grantor (easement holder) shall notify the Grantee of abandonment or removal within 90-days of abandonment or removal.

9.C. If at any future time, the Grantee determines that the easement or any portion thereof unduly interferes with any of its activities, the Grantee shall convey to the Grantor (easement holder), without charge, a substitute easement permitting the Grantor (easement holder) to relocate the pipeline, or portion thereof, at the Grantee's cost and expense. The substitute easement shall contain the same terms and conditions as those of this easement, and shall bear the same expiration date, if any.

9.D. The Grantor may assign or otherwise transfer its easement to another federal government entity or to the Grantee. The Grantor may assign or otherwise transfer its easement to any other party at any time, subject to the prior approval of the Grantee, which shall not be unreasonably withheld. All the terms and conditions of the easement shall inure to the benefits of and be binding upon the successors and assignees of the parties hereto. The transfer of Grantor's easement to or use of Grantor's easement by another Federal Agency shall not be subject to the prior approval of Grantee.

10. CIVIL RIGHTS ASSURANCES.

10.A. Grantee accepts this Deed, and covenants and agrees as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands conveyed, and (2) it will use the Property for the purposes stated herein in accordance and in compliance with all requirements imposed by Title 49 Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, as such regulations and act may be amended from time to time.

10.B. As a condition of accepting this Deed from Grantor, Grantee agrees with and gives the Standard Title VI/Non-Discrimination Assurances set forth in **Attachment I**.

11. The Grantor shall make reforms, corrections or amendments to the deed if necessary to correct such deed or to conform such deed to the requirements of applicable law.

12. NOTICES. Except as otherwise provided herein, any notice, demand, request, consent, approval, or communication that a party desires or is required to give to the other parties shall be in writing and either served personally or sent by first class mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, charges prepaid or charged to the sender's account. Addresses for purpose of giving notice are as follows:

IF TO THE GRANTOR, United States of America, ACTING BY AND THROUGH THE Secretary of Transportation, as delegated to the Maritime Administrator:

Director, Office of Deepwater Ports and Offshore Activities (MAR-530)
U.S. Department of Transportation, Maritime Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

IF TO THE GRANTEE, the City of Los Angeles, acting by and through the Board of Harbor Commissioners:

Los Angeles Harbor Department
Executive Director
425 S. Palos Verdes Street
San Pedro, CA 90731
Fax: 310-831-6936

or, to such other address as a party from time to time shall designate by written notice to the other party. When personally delivered, notice is effective upon delivery. When mailed, certified mail, postage prepaid, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt. When delivered by an overnight delivery service, notice is effective on delivery, if delivery is confirmed by the delivery service. A recipient cannot defeat delivery by refusing to accept the notice, and notice is deemed delivered if refused. The names and addresses set forth herein may only be changed by written notice, return receipt requested.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this to be executed on the ____ day of _____ 2015.

UNITED STATES OF AMERICA
SECRETARY OF TRANSPORTATION

By: MARITIME ADMINISTRATOR

(Seal)

By: _____
Thomas M. Hudson, Jr., Secretary

By: _____

Title: _____

CITY OF WASHINGTON)
)
DISTRICT OF COLUMBIA) ss:

I, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that Julie Agarwal, officially known to me as Secretary, Maritime Administration, U.S. Department of Transportation, United States of America, personally appeared before me in said District, and executed as Grantor the foregoing Quitclaim Deed, and acknowledged the same to be his/her free act and deed in such official capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ___ day of _____ 2015.

{SEAL}

NOTARY PUBLIC

My Commission expires:

ACCEPTANCE

The City of Los Angeles, acting through its Board of Harbor Commissioners, does hereby accept this and by such acceptance agrees to all of the terms and condition thereof.

Executed this _____ day of _____ 2015.

The City of Los Angeles, as Grantee,
by its Board of Harbor Commissioners

By: _____
Executive Director

Attest:

Title: _____
Secretary

APPROVED AS TO FORM AND LEGALITY

By: _____, 2015
MICHAEL N. FEUER, City Attorney

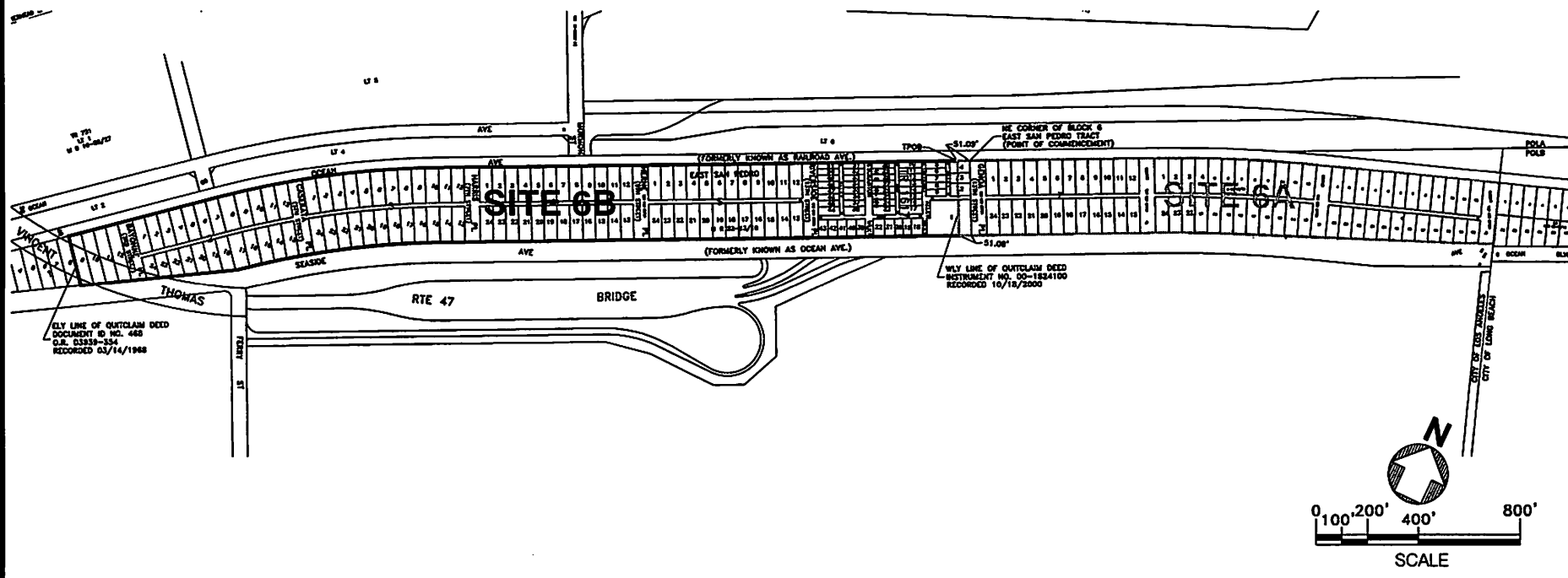
Janna B. Sidley, General Counsel

By: _____
Heather M. McCloskey, Deputy


List of Attachments

- Tab 1:**
Attachment A: *Legal Description prepared by Eric S. Gilbertsen, dated October 9, 2012*
- Tab 2:**
Attachment B: *Delegation of authority memo, titled "Reassignment of Base Realignment and Closure Responsibilities" dated October 7, 2011*
- Tab 3:**
Attachment C: *Port Facility Redevelopment Plan, dated September 1999*
- Tab 4:**
Attachment D: *Title 46 CFR 340 (October 1, 2014 edition)*
- Tab 5:**
Attachment E: *Revised Final Finding of Suitability to Transfer Site 6B Former Long Beach Naval Complex, Long Beach California (FOST), dated November 2012*
- Tab 6:**
Attachment F: *May 22, 1997, Memorandum of Agreement between the Departments of Education, Health and Human Services, Interior and Transportation and the Department of Defense and the Departments of the Army, Navy and Air Force*
- Tab 7:**
Attachment G: *Record of Categorical Exclusion: Site 6B & Water Tank Parcel (CATEX)*
- Tab 8:**
Attachment H: *Reservation of Pipeline Easement for Parcel 6B*
- Tab 9:**
Attachment I: *Standard Title VI/Non-Discrimination Assurances*

PORTION OF EAST SAN PEDRO PER MAP
 RECORDED IN BOOK 52, PAGES 13 - 18,
 INCLUSIVE OF MISCELLANEOUS RECORDS,
 COUNTY OF LOS ANGELES



THIS DRAWING IS UNLESS OTHERWISE NOTED TO BE THE PROPERTY OF THE ENGINEER AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

NO. DATE DRAWN REVISIONS -				CH'KD	APP'D	SCALE: 1" = 400'	RECOMMENDED FOR APPROVAL	FORMER UNITED STATES NAVY LAND	
						DRAWN: D. RAASCH	CHIEF OF DESIGN	SITE 6A & SITE 6B	
					CHECKED: E. GILBERTSEN				
					DESIGNED: D. RAASCH				
					ENGR/ARCH	ASSISTANT CHIEF HARBOR ENGINEER	APPROVED	 THE PORT OF LOS ANGELES ENGINEERING DIVISION 423 S. PALM TREES STREET SAN PEDRO CA 90731-0340	DRAWING NUMBER
						CHIEF HARBOR ENGINEER			SKETCH