

RESOLUTION NO. 2026-

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MERCED, CALIFORNIA, APPROVING
THE SALE OF THE MERCED FEDERAL
BUILDING LOCATED AT 415 W. 18TH STREET,
MERCED, CALIFORNIA**

WHEREAS, the City of Merced has an ownership interest in real property located at 415 W 18th Street, Merced, CA with the APN 031-064-007 and more particularly described in Exhibit “A” which is attached hereto, commonly referred to as Merced Federal Building (the “Property”); and,

WHEREAS, the United States holds a reversionary interest in the Property, exercisable in the event of a breach of any of the conditions subsequent or in the event of a breach of any other terms and covenants of the 2007 Deed; and

WHEREAS, the Merced County Office of Education (MCOE) has informed the United States and the City of Merced of its interest to acquire the Property; and,

WHEREAS, Staff believes that the Property should no longer be used and maintained for historic purposes and that the City should allow the General Services Administration, on behalf of the United States, to exercise its reversionary interest in the Property, which will facilitate the MCOE, a qualifying local government agency, to purchase the Property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. That the City of Merced can no longer use and maintain the Property for Historic Monument purposes.

SECTION 2. That the City Manager is authorized to execute all documents necessary to effectuate the closing of escrow for the sale to the Merced County Office of Education, including any documents necessary to effectuate the reversionary interest of the United States in the Property, through the General Services Administration.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2026, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

 12/23/2025
City Attorney Date

Merced Federal Building and Post Office
415 West 18th Street
Merced, California 95340
GSA Control No. 9-G-CA-1567

Recorded in Official Records,
Merced County
Doc#: 2007-049578
9/06/2007 8:40 AM

RECORDING REQUESTED BY:

U.S. General Services Administration
Public Buildings Service
Property Disposal Division (9PR)
450 Golden Gate Avenue, Fourth Floor East
San Francisco, CA 94102-3434

**WHEN RECORDED, MAIL DOCUMENT
AND TAX STATEMENT TO:**

Office of the City Manager
City of Merced
678 West 18th Street
Merced, CA 95340

QUITCLAIM DEED

THIS INDENTURE, made this 31st day of August, 2007 between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and regulations and orders promulgated thereunder, (hereinafter referred as "GRANTOR"), and the CITY OF MERCED, a municipal corporation (herein referred to as "GRANTEE").

GRANTOR, without monetary consideration, but for and in consideration of the perpetual use and maintenance of the Property herein described as and for a Historic Monument, and for no other purpose, and subject to any reservations, reverts, leases, covenants, conditions, easements, and other provisions of this Quitclaim Deed, does hereby remise, release and quitclaim unto said GRANTEE, and to its successors and assigns, all that certain real property, commonly known as the MERCED FEDERAL BUILDING AND POST OFFICE, a property that is listed on the National Register of Historic Places, situated in the City of Merced, County of Merced, State of California, and more particularly described as follows:

**All that Real Property situated in the City of Merced,
County of Merced, State of California, described as
follows:**

Merced Federal Building and Post Office
415 West 18th Street
Merced, California 95340
GSA Control No. 9-G-CA-1567

Lying and being in Merced, California, fronting One Hundred Eighty-Five feet (185') feet on the Northerly side of Eighteenth Street, and extending Northwardly of the width along the Westerly side of Alameda ("K") Street, One Hundred Fifty feet (150') to the 20-foot public alley bounding said site on the North, and being the Easterly Thirty-Five feet (35') of Lot 13, all of Lots 14, 15 and 16 in Block 146 of the City of Merced, California, as said lots and block are designated and delineated on that certain map entitled "SUPPLEMENTAL MAP TO TOWN OF MERCED", filed March 4, 1889 in the Office of the County Recorder of said County of Merced, in Vol. 2 of Official Plats, at page 12.

Consisting of 0.64 acre, more or less.

For purposes of this Quitclaim Deed, the property, together with any improvements, is referred to herein as the "Property." The present street address of the Merced Federal Building and Post Office is 415 West 18th Street, Merced, California 95340. This action involves U.S. General Services Administration ("GSA") disposal Control No. 9-G-CA-1567, GSA Building No. CA0051ZZ.

The United States of America acquired the above described property by deed dated February 17, 1931, and recorded in Volume 333 of official records, page 226, Merced County Records.

RESERVING TO the United States of America a right of access to, and entrance upon, the above-described property in order to determine compliance with the terms of this conveyance as well as for any testing or remediation as otherwise provided for in this deed.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. LEASE. This conveyance is subject to a short-term, full-service lease between the City of Merced and the United States Postal Service ("USPS") that commences on the date that the deed is recorded and expires on June 30, 2008. The USPS will lease 4,324 total square feet of space from the City and have exclusive use of three (3) parking spaces at the Property. The rental rate is \$74,304.00 per year, payable in arrears in equal installments at the end of each calendar month. Rent for part of a month will be prorated. The City is required to provide USPS with two (2) complete, fully executed copies of the USPS Lease (Project No. F 24871), along with a copy of

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this deed after it has been recorded. This lease is in accordance with a July 12, 2007 letter to GSA from Ellie Wooten, Mayor, City of Merced, California, supporting and consenting the extension of a lease at the Property to USPS.

2. LIMITATION ON REVENUE PRODUCING ACTIVITIES. GRANTEE

acknowledges and agrees that until GRANTEE receives final written authorization from the General Services Administration, no use of the Property, or any part thereof, for revenue-producing activities may be made until and unless the Secretary of the Interior, or his or her designee:

- a. determines that such activities, as described in the proposed final program of Preservation and Utilization, are compatible with the use of the Property of Historic Monument purposes;
- b. approves the GRANTEE's final plan for repair, rehabilitation, restoration and maintenance of the Property;
- c. approves the GRANTEE's plan for financing the repair, rehabilitation, restoration and maintenance of the Property. All income in excess of costs of repair, rehabilitation, restoration, maintenance and specified reasonable profit or payment that may accrue to a lessor, sublessor, or developer in connection with the management, operation or development of the Property for revenue producing activities shall be used by the GRANTEE, lessor, sublessor or developer only for historic monument purposes; and
- d. examines and approves the GRANTEE's final accounting and financial procedures for recording and reporting on revenue-producing activities.

3. PROPERTY SHALL ONLY BE USED FOR HISTORIC MONUMENT PURPOSES.

- a. The real property and improvements (i.e., the "Property") transferred hereunder shall be used and maintained for Historic Monument purposes, in perpetuity. In the event that the Property ceases to be used or maintained for that purposes, all or any portion of the Property shall, in its then existing condition, at the option of the United States, revert to the United States.
- b. From the date of conveyance of the Property, GRANTEE shall comply with the and use this one story with basement historic building and other Property in accordance with this deed and the terms and conditions contained in GRANTEE's July 25, 2007, signed Application for Obtaining

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Real Property for Historic Monument Purposes, attached Program of Preservation and Utilization and other attachments (the "Application"), except as otherwise provided herein. GRANTEE shall be responsible for assuring adequate financial resources are made available to carry out GRANTEE's responsibilities thereunder.

- c. From the date of conveyance of the Property, the GRANTEE shall diligently and promptly take, or cause to be taken, all appropriate actions to complete and examination and investigation of the Property detailed final, full and complete preservation, architectural, use and financial plans and any related documentation or information required in connection with, as an amendment to or in addition to that provided in the July 25, 2007 Application (collectively referred to herein as the "Plans"). The final Financial Plan shall include, without limitation, a revised projected annual budget. The final Program of Preservation and Utilization shall include, without limitation, a detailed schedule of implementation and estimated costs and expenses associated with such Program.
- d. GRANTEE, as a condition of this deed, shall submit the final, completed Plans for approval to the National Park Service ("NPS"), no later than sixty (60) calendar days from the date of the deed, to the following office:

**National Park Service
ATTN: Hank Florence
Pacific West Region
909 First Avenue, Fifth Floor
Seattle, Washington 98104-1060
(206) 220-4133
hank_florence@nps.gov**

- e. GRANTEE shall promptly and diligently undertake all appropriate actions to finalize the Plans in a manner satisfactory to the NPS. Once approved by NPS, the final Program of Preservation and Utilization and other Plans may be amended from time to time at the request of either the GRANTOR or GRANTEE, their respective successors and assigns, with the concurrence of the other party, and such amendments will be added to and become a part of the original application.
- f. GRANTEE shall preserve and maintain the structure(s) situated on the real property in accordance with such final Plans approved in writing by authorized representatives of the NPS. No physical or structural changes or changes of color or surfacing will be made to the exterior of the structure(s) and architecturally or historically significant interior features as

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determined by the NPS, with the prior written approval of the NPS, signed by a fully authorized representative of the NPS.

- g. All plans and specifications for repair and rehabilitation of the historic office building and other improvements on the Property and any other development plans for the Property shall be developed in accordance with the Secretary of the Interior's Standards for Rehabilitation (the "Standards"). Any such plans must be submitted to and reviewed and approved by the National Park Service office provided in Paragraph 3.d., above, prior to construction. If the NPS has not responded with sixty (60) calendar days from receipt of development plans that are fully compliant with the Standards, then the GRANTEE may proceed.
- h. Any lease and lease changes between the City of Merced and any organization, agency, individuals shall be subject to review and approval by the Secretary of the Interior, through the National Park Service office referenced in Paragraph 3.d., above, prior to execution.
- i. Other than as provided for in the final approved "Program of Preservation and Utilization Plan," neither the Property, nor any part thereof, shall be sold, leased, assigned or otherwise disposed of, except to another local governmental agency that the Secretary of the Interior is satisfied can assure continued use and maintenance of the Property for Historic Monument purposes. However, nothing in this provision shall preclude the GRANTEE from providing facilities and services to the visiting public compatible with the final approved Plans referred to above, through concession agreements entered into with third parties, provided that the prior concurrence of the Secretary of the Interior, or his designee, is obtained to such agreement. If the National Park Service has not responded within sixty (60) calendar days from receipt of the proposed concession agreement, then the GRANTEE may proceed.
- j. These restrictions shall be binding on the Parties hereto, their successors, and assigns in perpetuity; however, the GRANTOR may, for reasonable cause, modify or cancel any or all of the foregoing restrictions upon written application of the GRANTEE.
- k. From the date of this conveyance, the GRANTEE shall file biennial reports setting forth the use made of the Property during the preceding two-year period, and other pertinent data establishing the Property's continuous use for the purpose set forth herein, with the Secretary of the Interior, National Park Service office provided in Paragraph 3.d., above, or its respective successors.

- l. To the extent that revenue-producing activities have been authorized by the General Services Administration as more particularly described herein above, then every two years thereafter, the GRANTEE shall file with the Secretary of the Interior, care of the National Park Service, or its respective successors, the financial and audit reports referred to in Item 8.(1) of the GRANTEE's July 25, 2007, Application for Obtaining Real Property for Historic Monument Purposes. The Secretary of the Interior shall have all rights reflected therein including, without limitation, the right, at the Secretary's discretion, to audit financial records, to examine other records and to inspect the Property, or any portion thereof, in order to safeguard the interests of the United States.
- m. The United States shall have the right, during any national emergency, including any existing national emergency, to full unrestricted use of the Property conveyed without charge; provided, however, that the United States shall bear the entire cost of maintenance of all Property so used. It shall pay fair rental for use of improvements added by the GRANTEE without federal aid. The United States of America will pay for reasonable relocation and moving expenses.
- n. GRANTEE shall comply with all of the requirements of the Historic Preservation Memorandum of Agreement ("Exhibit A").

4. HAZARDOUS SUBSTANCES

- a. NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property and further provides a list, marked "Exhibit B" attached hereto and made a part hereof, of environmental studies, and reports pertaining to the Property and describing remedial actions taken.
- b. CERCLA Covenant. GRANTOR warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. GRANTOR warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

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- (1) This covenant shall not apply:
 - (a) in any case in which GRANTEE, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
 - (b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (2) In the event GRANTEE, its successor(s) or assign(s), seeks to have GRANTOR conduct any additional response action, and, as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide GRANTOR at least 45 days written notice of such a claim and provide credible evidence that:
 - (a) the associated contamination existed prior to the date of this conveyance; and
 - (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.
- (3) Access Reservation. GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to the

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use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

(4) Cooperation Covenant. In the event of any activity by the GRANTOR pursuant to Paragraph 4.b, above, the GRANTEE covenants and agrees that it, its successor(s) and assign(s) shall cooperate with the GRANTOR in any undertaking and shall not unreasonably disrupt or interfere with any remediation activity or jeopardize the effectiveness of any remedy by engaging in disruptive activities (which increase the cost or adversely affect the remediation activities), including but not limited to, surface application of water which could impact the migration of contaminated ground water; subsurface drilling or use of ground water, unless the GRANTOR first determines that there will be no adverse impacts on United States of America's undertaking.

5. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT FOR NONRESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978

- a. GRANTEE is informed that the offered Property was constructed in 1933 as the Main Post Office for the City of Merced. GRANTEE is hereby informed and does acknowledge that the building on this Property and existing on the date of this Deed was constructed prior to 1978 and, as with such property, may contain lead-based paint.
- b. Every acquirer of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint and may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce

permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

- c. The GRANTOR of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the GRANTOR's possession and notify the buyer of any known lead-based paint hazards. GRANTEE covenants and agrees that improvements on the Property existing as of the date of this conveyance will not be used as residential dwellings, unless the 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. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting property to a residential dwelling.
- d. The GRANTEE had opportunity to inspect the Property prior to conveyance. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any lead-based paint hazards or concerns. The Property is being conveyed "AS IS" and the GRANTEE agrees to hold the GRANTOR harmless from lead-based paint. The GRANTOR assumes no liability for damages for property damage, personal injury illness, disability, or death, to 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, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether GRANTEE, and its successors or assigns, have properly warned or failed to properly warn the individual(s) injured. GRANTEE further agrees to protect, indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the GRANTOR due to, or relating to, the presence of lead-based paint on the Property and related abatement activities, or the disposal of any material from the abatement process.

6. NOTICE OF THE PRESENCE OF ASBESTOS—WARNING! Asbestos-containing material is likely to be present in nine-inch floor tile and water pipe insulation in mechanical rooms.

- a. THE GRANTEE IS WARNED that the property contains asbestos-containing materials. Unprotected or unregulated exposure to asbestos in

product manufacturing, shipyard, and building construction workplaces has been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

- b. NO WARRANTIES, either express or implied, are given with regard to the condition of the property, including, without limitation, whether the property does or does not contain asbestos or whether it is or is not safe for a particular purpose.
- c. THE GRANTEE COVENANTS and agrees on behalf of itself, its successor(s) and assign(s) that, in its and their use and occupancy of the property, they will comply with all Federal, State, and local laws relating to asbestos; and that the GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE or to the GRANTEE's successor(s), assign(s), employee(s), invitee(s), 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 contact of any kind whatsoever with asbestos on the property, whether the GRANTEE, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.

7. CONDITION OF THE PROPERTY. The Property interests are conveyed "As Is" and "Where Is" without representation, warranty, or guaranty of any kind (except as expressly stated above in Paragraph 4.b, entitled CERCLA Covenant) as to any matter related to the conveyance including, but not limited to, the quantity, quality, character, condition (including patent and latent defects), size, habitability, or kind of the Property or any structures or fixtures attached to the Property or that the same is in condition or fit to be used for the purpose for which intended by the GRANTEE. GRANTEE covenants on behalf of itself and its successors and assigns that GRANTEE has inspected or has had the opportunity to inspect, is aware of, and accepts the condition and state of repair of the Property, and further acknowledges that the GRANTOR has not made any representations, warranty, or guaranty (except as expressly stated above in Paragraph 4.b, entitled CERCLA Covenant) concerning the condition of the Property interests.

8. NONDISCRIMINATION COVENANT

- a. The program for or in connection with which the Property, or any part thereof, is transferred to the GRANTEE shall be subject to and conducted in compliance with, and the GRANTEE shall comply with and require any other person or any legal entity, who through contractual or other arrangements with the GRANTEE is authorized to perform activities or provide services or benefits under said program, to comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964. This agreement shall be subject in all respects to the provisions of said regulations. GRANTEE shall promptly take and continue to take such action as may be necessary to effectuate this Covenant. The United States shall have the right at any time and from time to time to seek judicial enforcement of this Covenant. As a material condition of this Covenant, in the event that the GRANTEE fails to comply or to cause others to comply with this Covenant, as to all or any portion of the Property, then the Property shall, in its then existing condition, at the option of the United States, revert to the United States.
- b. **GRANTEE** covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, sex or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

9. FAA CLAUSE. The property is located within six nautical miles of an airport. By acceptance of this deed, the Grantee herein named and its successors, and assigns and every successor in interest to the property herein described, or any part thereof, covenant that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

10. ENFORCEMENT. In the event of violation of any of the Covenants or Conditions, in addition to any remedy now or hereafter provided by law, the GRANTOR or its authorized agent may institute a suit to enjoin such violation or for damages by reason of any breach thereof. In addition, in the event that there is a breach of any of the Covenants or Conditions herein contained by the GRANTEE, whether caused by the legal or other inability of the GRANTEE, to perform said Covenants or Conditions, or otherwise, all right, title and interest in and to the Property, or any portion thereof, in its then existing condition, at the option of the Secretary of the Interior, or his or her successor in function, shall revert to and become the property of the United States. In addition to all other remedies for such breach, the Secretary of the Interior shall have the right of immediate entry upon the Property, or any portion thereof, and the GRANTEE shall forfeit all right, title and interest in said Property, and in any and all of the tenements, hereditaments and appurtenances thereunto belonging. Notwithstanding the foregoing; the failure of the Secretary of the Department of the Interior, or his or her successor in function, to require in any one or more instances complete performance of any of the Covenants or Conditions of this indenture shall not be construed as a waiver or a relinquishment of the future performance of such Covenants or Conditions, but the obligations of the GRANTEE with respect to such future performance, shall continue in full force and effect.

11. THIS CONVEYANCE IS FURTHER MADE SUBJECT TO all covenants, conditions, restrictions, easements, rights-of-way, reservations and encumbrances, whether or not of record, and any facts which a physical inspection or accurate survey of the Property may disclose.

12. MISCELLANEOUS.

- a. **GRANTEE** further covenants and agrees that the Covenants and Conditions contained herein shall be inserted by GRANTEE in any deed or other legal instrument by which GRANTEE divests itself of either the title conveyed herein or any other lesser estate in the Property, or any part thereof including, without limitation, any lease.
- b. **GRANTOR** shall be deemed a beneficiary of each and all of the following Covenants and Conditions, without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have a right to enforce each and all of the following Covenants and Conditions in any court of competent jurisdiction; provided, however, that the GRANTOR shall have no affirmative duty to any successor in title to the Property, or any portion thereof, to enforce any of the following any of the following Covenants and Conditions herein agreed.

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- c. **REFERENCE** to any particular authorized official, agency or address of the GRANTOR herein may be changed at any time and from time to time by a signed, written notification to GRANTEE from an authorized representative of GRANTOR.

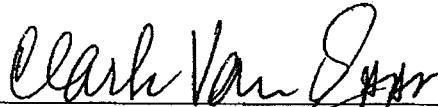
13. ACCEPTANCE. GRANTEE hereby covenants and agrees that the GRANTEE'S Acceptance of the delivery of this Deed shall constitute conclusive evidence of the agreement of the GRANTEE to be bound by the Covenants and Conditions, and to perform the obligations herein set forth.

The Property hereby conveyed without warranty by this Quitclaim Deed was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules, orders and regulations promulgated thereunder.

IN WITNESS WHEREOF, the GRANTOR has caused this indenture to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

By: _____



CLARK VAN EPPS, Director
Real Property Disposal Division (9PR)
Public Buildings Service – Pacific Rim Region
U.S. General Services Administration

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CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On August 31, 2007 before me, Fabian Huey, a Notary Public in
and for the said State, personally appeared Clark Van Epps,

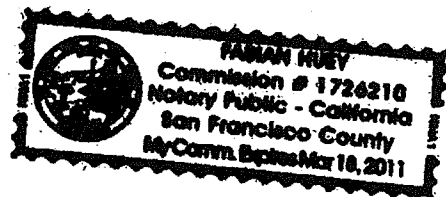
- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged
to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~
signature on the instrument the person or entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.

Affix Notary Seal

Fabian Huey
Notary Public
In and for the County of San Francisco
State of California



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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by a **August 31, 2007 Quitclaim Deed** to the City of Merced, California, together with all agreements, covenants, easements, reservations, promises, and obligations contained therein, is hereby accepted and agreed to by the undersigned officer, on behalf of the City of Merced, California, pursuant to authority conferred by **Resolution Number 2007-63** of the City of Merced City Council, adopted on **July 16, 2007**.

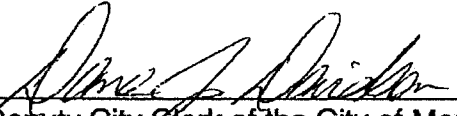
CITY OF MERCED


JAMES G. MARSHALL, City Manager

9/5/07
Date

ATTEST:

JAMES G. MARSHALL, City Clerk
City of Merced

By: 
Deputy City Clerk of the City of Merced

APPROVED AS TO FORM:


M. STEVEN WANG
Deputy City Attorney III

ACKNOWLEDGEMENT

State of California

County of Merced

On September 5, 2007, before me, Theresa L Lucas, a Notary Public,
personally appeared, James G Marshall

~~personally known to me (or proved to me on the basis of satisfactory evidence)~~ to be the
person~~(s)~~ whose name~~(s)~~ ~~(is)~~ are subscribed to the within instrument and acknowledged to
me that ~~he~~she/they executed the same in ~~his~~her/their authorized capacity~~(ies)~~, and that
by ~~his~~her/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of
which the person~~(s)~~ acted, executed the instrument.

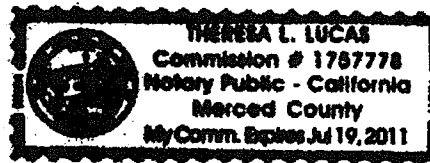
WITNESS my hand and official seal.

Theresa L Lucas

Notary Public

(seal)

Name: Theresa L Lucas
County of Commission: Merced
Commission Expires: 7-19-2011
Commission No. 1757778



Merced Federal Building and Post Office
415 West 18th Street
Merced, California 95340
GSA Control No. 9-G-CA-1567

CERTIFICATE OF RECORDATION

I, _____, of the Office of the Recorder, County of Merced, State of California, did receive for recordation the following instrument:

A QUITCLAIM DEED, dated August 31, 2007 between the UNITED STATES OF AMERICA ("Grantor"), and the CITY OF MERCED ("Grantee").

I further certify that the said document was recorded as Document No.

_____, in Book _____, at Page _____ of the Official Records of the County of Merced, State of California, on the _____ day of _____, 2007.

OFFICE OF MERCED COUNTY RECORDER

By: _____
Deputy Recorder

Return a recorded/conformed copy to:
U.S. General Services Administration
ATTN: Rhonda Rance
Real Property Disposal Division (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434
(415) 522-3433
rhonda.rance@gsa.gov

"Exhibit A"

Merced Federal Building and Post Office
415 West 18th Street, Merced, California 95340
GSA Control No. 9-G-CA-1567

MEMORANDUM OF AGREEMENT BY AND AMONG THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH ITS GENERAL SERVICES ADMINISTRATION, THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER AND THE CITY OF MERCED REGARDING THE CONVEYANCE, REHABILITATION AND PRESERVATION OF THE MERCED FEDERAL BUILDING AND POST OFFICE

WHEREAS, the General Services Administration, is the federal agency that owns and operates the real property located at 415 West 18th Street, Merced, California including the Property located thereon and commonly known as the "Merced Federal Building and Post Office" (the "Property"); and

WHEREAS, the Property is listed on the National Register of Historic Places; and

WHEREAS, acting upon the request of the City of Merced (City), the United States of America is proposing to convey the Property to the City of Merced pursuant to the Public Benefit Allowance authority set forth in 40 U.S.C. 550(h) and the regulation promulgated thereunder; and

WHEREAS, the City of Merced is acquiring the Property in order to use it as a Historic Monument and proposes to alter the Property in order to adapt the Property for these purposes; and

WHEREAS, in accordance with 36 C.F.R. §800.6(a)(1), GSA has consulted with the California State Historic Preservation Officer (SHPO) and notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR §800.6(a)(1)(iii); and

WHEREAS, the City of Merced participated in this consultation and has been invited to concur in this Memorandum of Agreement (MOA); and

WHEREAS, the City of Merced agrees that the rehabilitation and preservation shall be in accordance with the following stipulations.

NOW THEREFORE, GSA, the SHPO, and the City agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effects of this project on historic properties and to satisfy GSA's Section 106 responsibilities for all aspects of the project.

Stipulations

A. DEFINITIONS

1. "ACHP" means the Advisory Council on Historic Preservation.

2. "SHPO" means the California State Historic Preservation Officer.
3. "GSA" means the United States General Services Administration.
4. "City" means the City of Merced, California.
5. "Commercially Reasonable Efforts" means that, as and when required hereunder, the party charged with making such efforts is diligently taking, or causing to be taken, in good faith in a commercially reasonable manner the steps that would usually, reasonably and customarily be taken by an experienced real estate developer, lessee or owner, as applicable, under similar circumstances seeking with reasonable diligence to lawfully achieve the objective to which the particular effort pertains.
6. "Consultation" means the process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the section 106 process. GSA, SHPO and ACHP, with the concurrence of the City, if applicable, may adjust the timing and extent of Consultation, depending upon the urgency of the required action and other factors. The Secretary of Interior's "Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act" provide further guidance on Consultation.
7. "Consulting Parties" means, collectively, GSA, SHPO, ACHP, and the City of Merced, or its successors and assigns, and every successor-in-interest to the Property.
8. "Historic Preservation Covenant" means restrictions on the deed for the Merced Federal Building and Post Office.
9. "MOA" means Memorandum of Agreement.
10. "Development" means adaptation of the property for its new use, consistent with the Secretary's Standards.
11. "HSR" means Historic Structures Report prepared by Architectural Resources Group, San Francisco, CA, 1989, including 2006 Amendment. The HSR is a guide that has specified what aspects of the Property are considered historic and fall under the authority of this MOA. Alterations to non-historic portions of the interior of the property need to be considered for their potential to affect historic portions.
12. "Property" means the real property located at 415 West 18th Street, Merced, CA 95340.
13. "Secretary's Standards" means the "Secretary of the Interior's Standards for the Treatment of Historic Properties".
14. "SHBC" means State Historical Building Code, Title 24, Part 8 of the California Administrative Code relating to Building Standards.

15. "Transfer" means (a) conveyance of fee simple title to any parcel of the Property by deed or (b) conveyance of possession of all or substantially all of the Property.

B. PROPERTY DESCRIPTION, HISTORIC SIGNIFICANCE

The City acknowledges and understands that the MERCED FEDERAL BUILDING AND POST OFFICE, located at 415 West 18th Street, Merced, California, is an historic structure, including the site, subject to preservation protections set forth in this MOA. On the National Register, the Property address is listed as 401 West 18th Street, Merced, California. The City hereby acknowledges receipt of the HSR. The Property and setting are described in detail in the HSR which noted, among other items, the following facts:

1. Construction of the Property was completed in 1933. The Property was designed by the architectural firm of Allison and Allison, Los Angeles, California.
2. The Property is significant on a local level to the City of Merced under National Register Criterion A within the context of politics/government and art, and under Criterion C for its architecture.
3. The building is a 15,492 square foot single story, with basement. The building is set back from the street and is roughly centered on its site. A staircase leads to the public entrance on the south side of the Property. The staircase has granite steps and is flanked by low granite walls, terminating in spiral-shaped newels. There are three brass handrails on the stairs: one on each side of the stairs featuring three posts, each, and a center rail with two posts.
4. The building was designed in a Mediterranean Classical style, and constructed with a steel frame, reinforced concrete floor and roof systems, and brick exterior walls. The building is Classical in the bilateral symmetry of its facades and its reliance on the Classical hierarchy of base, shaft and capitol in its vertical organization. Classical decorative elements include the round-headed arches, surrounded by voussoirs, molded terra cotta panels with swag motifs below the principal windows, and a cornice with terra cotta modillions surrounding the main body of the structure. Other, more vernacular, Mediterranean influences include "Mission" clay tile hipped roof over the main portion of the building, the plain stucco wall surfaces, and the relative simplicity of the façades' organization. The building has a bronze entablature and eagle above the entry doors at the south façade, and bronze lanterns, original double-hung windows, and stone ventilator grilles adorn the exterior. The building interior has a pink and green marble tiled floor. The walls are plaster above a marble wainscot. The postal lobby has a coffered ceiling of square-shaped recessed plaster. An ornate bronze light fixture is suspended from the coffered ceiling. The postal lobby door is a wood panel door with a green marble surround, carved with dentils at the top. The word "Postmaster" is inscribed into the marble surround above the door, with a bronze plate now covering the name. Other features include the inspection lookout area, water closet and lavatory, vault room with a steel 1933 Mosler safe inside, post office boxes, and bronze tables.

5. The Post Office occupies a portion of the first floor of the building. Originally, the lobby was divided into two major areas: a public lobby, occupying the southern third of the building, and the post office work room, occupying the northern two-thirds. The lobby extended across the building's width, within the hipped-roof main block of the building. It was shaped in a shallow "U" with the ends extended approximately eighteen feet to the north. The Postmaster's and Inspector's offices were located at both ends of the lobby, within the building's side wings. North of the lobby, the remainder of the first floor was used as the Post Office work room. An enclosed lookout, for the observation of the workroom by Postal Inspectors, was suspended above the Post Office workroom.
6. Currently, in 2007, the lobby is divided by aluminum-framed glass walls into three portions:
 - i. The West Portion: The west portion remains in use as a postal lobby and leads to the Post Office workroom that is still in use in the western portion of the building;
 - ii. The East Portion: The east portion was used as part of a Congressman's office suite that led to the full Congressional suite of offices in the eastern portion of the building. The Congressional offices were vacated in approximately 2002; and
 - iii. The Entry Lobby: The east and west portion are separated by a small entry lobby.
7. The Property has undergone various alterations, including:
 - i. A major alteration to the Property occurred in 1967 when the postal work area to the north of the public lobby was subdivided. The eastern portion of the workroom, approximately two thirds of the original space, was converted into a suite of offices, while the western portion remained as the post office workroom. The new office suite was arranged along a double-loaded corridor, running north-south from the lobby to the mailing platform, and along a smaller double-loaded corridor branching east off the main corridor.
 - ii. The public lobby was also altered during this remodeling: a small entry vestibule was removed and new walls were constructed isolating the central bay of the lobby. The original space to the west remained a post office lobby, with a new extension running north along the east wall, while the eastern portion of the original lobby was turned into a Congressional office. At the same time, the mechanical system and lighting were upgraded. The main entry, entry lobby, and postal lobby still retain such architectural significance that the City is required to comply with Stipulation E of this MOA prior to making any changes to these areas.
 - iii. Changes to the Property after 1967 were generally limited to repairs of existing building elements, such as replacement of the exterior cement plaster veneer in

1969, and the roofing in 1977. Modifications for disabled access occurred in 1979, and included installing an exterior ramp and reconfiguring the restrooms.

- iv. The current site plan is relatively unchanged from the original design. The significant features include the main front entry stairs and the lawns on three sides of the Property.

C. ARTWORK

1. There are two original murals located in the Post Office lobby and business window areas of the building. The artworks were each commissioned in 1937 by the Department of the Treasury under the Treasury Relief Arts Project. The murals are identified as:

Title and Date: Jedidiah Smith Crossing Merced River, 1937

Artist: Forbes, Helen Katherine

Medium: Fresco painting

Dimensions: 6' x 8'

Location: Federal Building & Post Office, 415 W. 18th Street, Merced, CA

Former GSA Identification Number: FA341

Title and Date: Vacheros, 1937

Artist: Puccinelli, Dorothy Wagner

Medium: Fresco painting

Dimensions: 6' x 8'

Location: Federal Building & Post Office, 415 W. 18th Street, Merced, CA

Former GSA Identification Number: FA340

2. The City agrees to the following conditions regarding display and ultimate disposition of the above-referenced two murals:
 - i. **Protection and Maintenance:** The City shall be responsible for the protection and maintenance of the two murals.
 - ii. **Public Access:** The City shall provide for public display of the murals, in accordance with Stipulation F.3 of this MOA.
 - iii. **Attribution:** The City shall ensure that the murals will be accompanied by an interpretive plaque provided by GSA identifying the artist and noting that it was commissioned for the people of the United States by the Federal Government.
 - iv. **Disposition:** The City acknowledges that the murals are significant, character-defining elements of the Property that should remain with the Property. In the event demolition of the Property is proposed, the murals shall be offered as a donation to the GSA. In the event that GSA accepts the donation, GSA will bear the reasonable cost of removal and transportation to an appropriate place; provided, however, that GSA will not be responsible for costs to restore the

Property resulting from the removal of the murals. If, after a period of 90 days following receipt of notice of proposed donation from the City, GSA declines to accept the murals, then the City must:

- a. convey the murals to a local municipality, local public museum or local non-profit organization with a charitable and/or educational mission on condition that if the murals cease to be displayed or used for public purposes, the GSA may reclaim the murals; or
- b. consult with GSA in the event the City is unable to perform under (i), if authorized by GSA, the City may sell the murals and remit the net proceeds from such sale to GSA.

D. DESIGNATION OF PROPERTY AS LOCAL HISTORIC RESOURCE AND REVIEW OF ALTERATIONS

1. By no later than 30 days after conveyance of the Property to the City, GSA will submit an application to the City of Merced for designation of the Property as a City of Merced Historic Resource. The City shall cooperate and provide reasonable assistance to GSA in this application process.
2. The City shall use its best efforts to ensure that all improvements to the Property shall be planned, developed, and executed in accordance with the Secretary's Standards, the SHBC and prevailing applicable codes, and in a manner consistent with the recommended approaches contained in the HSR.
3. The City will submit to GSA, for review and approval, all plans and applications for alteration of the Property as required by Stipulations E, F, G and H of this MOA. The address is:

U.S. General Services Administration
450 Golden Gate Avenue, 3W
San Francisco, CA 94102
Attn: Regional Historic Preservation Officer (9PCN)

- a. GSA will review the project documents to determine conformance to the criteria outlined in Stipulation D.2. Within 30 calendar days from receipt of each submittal, GSA will either approve the submittal and the City can proceed with the project or make comments and notify the City. The City will incorporate comments by GSA to the fullest, reasonable extent. If the City modifies the project in response to the comments then no further review is required for that submittal.
- b. If GSA does not provide written comments within the agreed upon time frames, the City may presume agreement with the submittal and proceed with the project.

E. GENERAL REQUIREMENTS, CARETAKER MAINTENANCE AND REHABILITATION, DESIGN SUBMISSION AND SEMI-ANNUAL PROGRESS REPORTING.

1. DEVELOPMENT OF THE PROPERTY

- a. Prior to commencing with the Development of the Property, the City shall submit to GSA, for review and approval, all plans for proposed work for the Initial Development.
- b. The City shall, beginning with respect to the six-month period following the Effective Date of this Agreement, and with respect to each six-month period thereafter through Completion of the Development of the Property, provide a semi-annual progress report to GSA and SHPO within ninety (90) calendar days following the expiration of each such six-month period, addressing the following topics:
 - i. General summary of how this MOA has been implemented during such six-month period with respect to such Property;
 - ii. General summary of the status of development at such Property as it relates to historic preservation, and a discussion of any material problems or issues relating to compliance with this MOA that have arisen in the course of the six months regarding the Property.
 - iii. The City shall make each such semi-annual progress report available to the general public at the same time that such report is issued to GSA and SHPO through such means, for example, as providing a copy of the report to the Merced County Library and the Merced County Historical Society.

2. ALTERATIONS AFTER COMPLETION OF DEVELOPMENT OF THE PROPERTY

- a. The City shall not, after Completion of Development of the Property, perform any alteration, or permit any inaction (excluding in-kind replacement, repairs, and maintenance) that would materially affect the Property (e.g., demolition of a façade, removal of significant historic materials, or the addition of material which may impact historic fabric, such as paint, signage or new construction) without:
 - i. the prior written approval of GSA in accordance with Stipulation D.3 of this MOA.
- b. After Completion of Development of the Property, the City shall perform:
 - i. no material demolition of the Property; and

- ii. no material disturbance of the ground surface of the Property, except for routine maintenance and repair of the streets, sidewalks, curbs and gutters and the emergency or routine repair of infrastructure underlying the streets, in a location that has not previously been the subject of an archeological investigation carried out by or on behalf of the City or GSA, without the prior written approval of the GSA.

F. MAINTENANCE PROGRAM

1. The City, its successors and assigns, shall preserve and maintain the Property in a manner that preserves and maintains its attributes that contribute to the eligibility of the Property for inclusion in the National Register of Historic Places. The City agrees at all times to maintain the Property in good repair and in a clean and safe condition and in a manner that will not exacerbate the normal aging of the Property or accelerate its deterioration, all in accordance with the recommended approaches set forth in the Secretary's Standards and as described in the HSR.
2. Commencing upon the effective date of this MOA, the City, its successors and assigns, shall promptly take commercially reasonable actions to secure the Property from the elements, vandalism and arson, and shall carefully undertake any stabilization that is necessary to prevent deterioration, using the Secretary's Standards.
3. The City, its successors and assigns, will make every effort to maintain reasonable public access to the Property, while providing appropriate security for Property tenants. Should major changes in Property use become necessary in the future, the City, its successors and assigns, will give first preference to economically viable uses that meet the public access and stewardship goals of this deed restriction, and invite GSA to comment upon the use options.
4. The City shall conduct seismic analyses of the Property, if necessary, prior to any ground disturbing activity on the Property that may affect the structural integrity of the Property, and as warranted thereafter. The City shall take into consideration the results of seismic analyses, so that the structural integrity of the Property is not adversely affected by such development.
5. The City, its successors and assigns, shall provide GSA with a written summary of actions taken to implement the provisions of this MOA within one (1) year after the date of the Completion of the Development of the Property. After submission of this report, the City, its successors and assigns, shall provide GSA with such other written documentation regarding the City's, implementation of and compliance with the MOA as GSA reasonably requires.

G. CASUALTY DAMAGE TO THE PROPERTY AFTER COMPLETION OF THE INITIAL DEVELOPMENT

1. Immediate rescue and salvage operations are not subject to this paragraph. Subject to Stipulation G.2 below, if there is damage to the Property resulting from casualty loss after Completion of the Development of the Property, the City shall repair or restore, as appropriate, the Property in compliance with the Secretary's Standards unless it is not feasible to do so because of commercial or physical infeasibility, legal requirements or other circumstances. If it is not feasible because of commercial or physical infeasibility, legal requirements or other circumstances to repair or restore the Property in compliance with the Secretary's Standards, the City shall engage in Consultation with GSA on other redevelopment alternatives and modification of the Property. The City's design and plans for construction of any other redevelopment alternative for the Property shall comply with Stipulation E.2 of this MOA. All cost and expense of the design and construction of any such redevelopment alternative shall be borne by the City.
2. In the event of damage to the Property, whether covered by Stipulation G.1 above or by any other provision of this MOA, the City shall, in addition to all other obligations of this MOA, promptly take all steps necessary to render any remains of the Property in a reasonably safe condition and promptly take all Commercially Reasonable Efforts to render any remains of the Property in secure and watertight condition and to minimize additional damage to such structure.

H. EMERGENCY AND UNANTICIPATED ADVERSE EFFECTS SITUATIONS

1. The City shall ensure that any immediate rescue and salvage operations it undertakes on the Property that are:
 - i. required because of an emergency (i.e., a disaster or emergency declaration by the president, the governor, the mayor, or another threat to life or property) that adversely affects the Property; and
 - ii. necessary to preserve life or property shall be carried out in accordance with any emergency orders or citations issued by the appropriate above cited official of California or the United States, as applicable. The City shall use its best efforts to notify GSA of such operations within two (2) business days after commencement of such operations. Nothing in this deed restriction shall be deemed to prevent the City from taking immediate rescue and salvage operations on the site as necessary in an emergency to prevent the loss of life or property.
2. If the City proposes such an emergency undertaking, which may have an adverse effect on the Property, as an essential and immediate response to a disaster or emergency declaration by the president, the governor, or the mayor, or another threat to life or property, the City shall:

- i. Notify GSA within two (2) days and afford GSA an opportunity to comment within seven (7) business days of such notification. If the City determines that circumstances do not permit seven (7) business days for comment, then the City shall notify GSA and invite comments within the time available. The City shall consider, as applicable in light of the urgency of the circumstances, any comments received in reaching a decision on how to proceed with the emergency undertaking.
 - ii. These emergency procedures apply only to undertakings that may have an adverse effect on the Property, and that will be implemented within thirty (30) calendar days after such disaster or emergency occurred. The City may request an extension of the period of applicability from GSA prior to the expiration of the thirty (30) calendar days.
3. If unanticipated adverse effects occur to the Property prior to Completion of Development of the Property, the City shall notify GSA and SHPO, and the Consulting Parties of the unanticipated adverse effect within two (2) business days (not including a federal holiday) of learning of such unanticipated adverse effect, and for any efforts in response to these unanticipated adverse effects, the City shall comply with relevant stipulations of this MOA. The effect and the resulting repair/replacement or mitigation shall be documented within the corresponding semi-annual progress report required pursuant to Stipulation E.1.b of this MOA through Completion of the Property.

I. INSPECTION

Commencing with the effective date of this MOA and through the date of Completion of Development of the Property, GSA may, subject to reasonable prior notice in writing to the City, periodically perform reasonable visits of the Property to ascertain whether the City is complying with the conditions of this deed restriction. The City and GSA shall cooperate in scheduling such visits. After Completion of Development of the Property, the City shall allow GSA, at all reasonable times and upon reasonable advance written notice to the City, to inspect the Property in order to ascertain whether the City is complying with the conditions of this MOA.

J. DISPUTE RESOLUTION

Should any signatory or concurring party to the MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, GSA shall consult with such party to resolve the objection. If GSA determines that such objection cannot be resolved, GSA will:

1. Forward all documentation relevant to the dispute, including GSA's proposed resolution, to the ACHP. The ACHP shall provide GSA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, GSA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP,

signatories, and concurring parties, and provide them with a copy of this written response. GSA will then proceed according to its final decision.

2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, GSA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, GSA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
3. The City's responsibility to carry out all other actions subject to the terms of this MOA are not the subject of the dispute remain unchanged.

K. SUCCESSORS AND ASSIGNS

This MOA shall be binding on the City, its successors and assigns, and every successor-in-interest, to the Property or any part thereof. The restrictions, and stipulations contained herein shall be inserted by the City, its successors and assigns, and every successor-in-interest to the Property or part thereof conveyed by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in the Property, or any part thereof.

L. MISCELLANEOUS

1. Communication: Any notice or other communication under this MOA required or permitted to be given by the parties shall be sufficiently given or delivered if dispatched by hand, by certified mail, return receipt requested, or by overnight delivery service with confirmed receipt, addressed as follows:

- a. In the case of a notice or communication to GSA:

U.S. General Services Administration
450 Golden Gate Avenue, 3W
San Francisco, CA 94102
Attn: Regional Historic Preservation Officer (9PCN)

- b. With courtesy copies to:

U.S. General Services Administration
450 Golden Gate Avenue, 5W
San Francisco, CA 94102
Attn: Regional Counsel (9L)

Merced Federal Building and Post Office
415 West 18th Street, Merced, California 95340
GSA Control No. 9-G-CA-1567

U.S. General Services Administration
Room 3344
1800 F Street, NW
Washington, DC 20405
Attn: Federal Preservation Officer

c. In the case of a notice or communication to the SHPO:

Physical Address
State of California
State Historic Preservation Officer
Office of Historic Preservation
1416 – 9th Street, Room 1442-7
Sacramento, CA 95814

Regular Mail Address
State of California
State Historic Preservation Officer
Office of Historic Preservation
P.O. Box 942896
Sacramento, CA 94296

d. In the case of a notice or communication to ACHP:

Advisory Council on Historic Preservation
The Old Post Office Building
1100 Pennsylvania Avenue, NW
Washington, D.C. 20004-2501
Attn: Executive Director

e. In the case of a notice or communication to the City of Merced, California

City of Merced
Attn: City Clerk
678 West 18th Street
Merced, CA 95340

or to such other address as any party from time to time shall designate by written notice to the others.

2. Professional Qualifications Standards: All historical, archaeological, architectural history, architectural, and historic architectural work carried out pursuant to this deed restriction shall be conducted by or under the direct supervision of an individual or individuals who meets, at a minimum, the applicable Secretary of the Interior's Professional Qualifications Standards for conducting the appropriate work (48 FR 44738-9, September 29, 1983).
3. All periods for performance specified in this deed restriction in terms of days shall be calendar days, and not business days, unless otherwise expressly provided in this Covenant. A performance date that falls on a Saturday, Sunday or federal holiday is deemed extended to the next working day.

4. In the event that any party to this MOA shall at any time or times waive any condition, requirement, or breach of this MOA by the other, such waiver shall not constitute a waiver of any other or succeeding condition, requirement, or breach of this MOA, whether of the same or other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.
5. Alterations to non-historic portions of the interior of the property need to be considered for their potential to affect historic portions.
6. Amendment: This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.
7. This MOA shall take effect upon the date of conveyance of the Property to the City.

Execution of the MOA and implementation of its terms evidences that GSA has afforded ACHP a reasonable opportunity to comment on the undertaking and its effects on historic properties and that GSA has taken into account the effects of the undertaking on historic properties.

The parties hereto execute this MOA on the dates hereinafter identified.

U.S. GENERAL SERVICES ADMINISTRATION

By: Peter G. Stamison
Peter G. Stamison
Regional Administrator (9A)

Date: 8/22/07

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

By: Milford Wayne Donaldson
Milford Wayne Donaldson, FAIA

Date: 28 AUG 2007

CITY OF MERCED, CALIFORNIA

By: James G. Marshall
James G. Marshall
City Manager

Date: 8/16/07
GSA CONTROL NO. 9-G-CA-1567
IN WITNESS WHEREOF

APPROVED AS TO FORM:

 8/14/07
M. STEVEN WANG
Deputy City Attorney III

270449

FUNDS/ACCOUNTS VERIFIED

R. [Signature]

FINANCE OFFICE

DATE

8-16-07

no funds required
8/16/07 pep 5-

Merced Federal Building and Post Office
415 West 18th Street
Merced, California 95340
GSA Control No. 9-G-CA-1567

"Exhibit B"

LIST OF ENVIRONMENTAL DOCUMENTS AND REPORTS

1. Retention/Disposal Study; Report of Excess; and Phase I Environmental Site Assessment
2. Seismic Hazard Evaluation, Final Report - December 1994, H.J. Degenkolb Associates, Engineers
3. Historic Structures Report (including October 2006 Addendum), Architectural Resources Group
4. Facility Action Plan - Asbestos Records, 1992

2010 7 22 2

PAGE

DEEDS
LEGISLATIVE HISTORY NARRATIVE

SHUPINGE
CITY CLERK

DEED # 3080 APN # 31 64 7 VOL 00000 PAGE 0000

PURPOSE QUITCLAIM DEED - 415 W. 18TH ST., APN 031-064-007
AKA BELL STATION FEDERAL BUILDING
(GSA BUILDING # CA00051ZZ, CONTROL # 9-G-CA-1567)
OMCR 9/6/07 DOC # 2007-049578

Display
Abbreviation

NAME US GENERAL SERVICES ADMIN/GSA THRU NAT'L PARK SVC.
LOCATION

Num	Street	Type	Apt
-----	--------	------	-----

SUBJECT: (1) B 3 3 DEEDS-QUITCLAIM
IN CHORONOLOGICAL ORDER IN RECORDS DEPT

OLD LEGIS. NO

Effective Date: 8/31/2007

CMD KEY 1--END OF JOB
CMD KEY 2--CRITERA SCREEN

CMD KEY 4--RETURN ROLL SCREEN
CMD KEY 7--NARRATIVE

- No original
rev'd from
Recorder's office