
Appendix J-2

NETR Environmental Lien Report



The NETR Environmental Lien and AUL Search Report

**HEACOCK STREET
RIVERSIDE COUNTY, CALIFORNIA**

Thursday, May 7, 2020

Project Number: L20-00491

2055 East Rio Salado Parkway
Tempe, Arizona 85281

Telephone: 480-967-6752
Fax: 480-966-9422

ENVIRONMENTAL LIEN AND AUL REPORT

The NETR Environmental LienSearch Report provides results from a search of available current land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.

A network of professional, trained researchers, following established procedures, uses client supplied property information to:

- search for parcel information and/or legal description;
- search for ownership information;
- research official land title documents recorded at jurisdictional agencies such as recorders' office, registries of deed, county clerks' offices, etc.;
- access a copy of the deed;
- search for environmental encumbering instrument(s) associated with the deed;
- provide a copy of any environmental encumbrance(s) based upon a review of key words in the instrument(s) (title, parties involved and description); and
- provide a copy of the deed or cite documents reviewed;

Thank you for your business

Please contact NETR at 480-967-6752
with any questions or comments

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ENVIRONMENTAL LIEN AND AUL REPORT

The NETR Environmental Lien Search Report is intended to assist in the search for environmental liens filed in land title records.

TARGET PROPERTY INFORMATION

ADDRESS

Heacock Street
Riverside County, California

RESEARCH SOURCE

Source: Riverside County Assessor
Riverside County Recorder

DEED INFORMATION

Type of Instrument: Quit Claim Deed

Grantor: March Joint Powers Authority, a California joint powers agency

Grantee: March Inland Port Airport Authority, a public agency

Deed Dated: 03/02/2011
Deed Recorded: 03/08/2011
Instrument: 2011-0105230

LEGAL DESCRIPTION

Being that portion of Parcel 13 as shown on Record of Survey 000-135 filed in Book 110, Page 30 of Records of Survey, situated and lying in the County of Riverside, State of California

Assessor's Parcel Number(s): 294-170-010

ENVIRONMENTAL LIEN

Environmental Lien: Found Not Found

OTHER ACTIVITY AND USE LIMITATIONS (AULs)

Other AULs: Found Not Found

Quitclaim Deed, CERCLA 120(h) Notices, Covenants, and Environmental Restrictions between The United States of America and The March Joint Powers Authority was filed on 11/5/2007 as Instrument 2007-0674219. Copy is attached.

Covenant to Restrict Use of Property - Environmental Restriction was filed on 11/6/2007 as Instrument 2007-0675899. This Covenant includes land use restrictions until further investigation at the Property demonstrates that contamination will not pose a threat to public health. The property shall not be used for residences, hospitals, public or private schools, or a day care center for children. The owner shall not construct any enclosed building or structure unless an engineered control is constructed between the foundation and the soil surface that prevents potential soil vapor from entering the building or structure. Copy is attached.

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:



MARCH JOINT POWERS AUTHORITY
23555 Meyer Drive
Riverside, CA 92518
Attn.: Executive Director

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EXEMPT FROM RECORDING FEE PER GOVT. CODE § 27383
NO DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE § 11922

QUITCLAIM DEED

C

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the MARCH JOINT POWERS AUTHORITY, a California joint powers agency ("Grantor"), hereby REMISES, RELEASES AND FOREVER QUITCLAIMS to MARCH INLAND PORT AIRPORT AUTHORITY, a public agency ("Grantee"), any and all of its right, title, and interest in and to the following described real property in the County of Riverside, State of California:

SEE EXHIBIT "A"

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 2nd day of March, 2011.

MARCH JOINT POWERS AUTHORITY, a California joint powers agency

By: Lori M. Stone
Lori M. Stone
Executive Director

CALIFORNIA
COUNTY OF RIVERSIDE

On March 2nd, 2011 before me, Cindy Lockwood, notary public, personally appeared Lori M. Stone, who 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.

I certify under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cindy Lockwood
Signature of Notary
[seal]

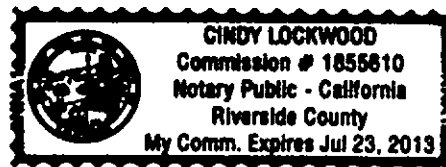


EXHIBIT "A"

In the County of Riverside, State of California, being that portion of Sections 25 and 36 of Township 3 South, Range 4 West, San Bernardino Base and Meridian, the also being shown as Parcel 13 on Record of Survey 000-135 filed in Book 110, Pages 30 through 40, inclusive, of Records of Survey, in the County Recorder's Office of said County, more particularly described as follows:

Beginning at the northerly terminus of that certain course shown on sheet 10 of 11 sheets of said Record of Survey, said course bears North 01°15'35" East 2383.40 feet; thence along said course South 01°15'35" West 2,383.40 feet; thence South 59°52'39" West 562.66 feet; thence North 30°07'21" West 3,640.47 feet; thence North 26°48'53" East 1,262.44 feet; thence North 61°50'35" East 2,060.30 feet to a line that is parallel with and 30.00 feet westerly of the centerline of Heacock Street as shown on said Record of Survey; thence along said parallel line South 00°26'32" West 2,582.65 feet to the Point of Beginning.

Excepting therefrom the land described in grant deed recorded July 31, 2003, as Document No. 2003-574188 of official records, County of Riverside, State of California.

The land herein described contains approximately 164.62 acres.

Recording Requested by,
And when recorded mail to:

March Joint Powers Authority
P.O. Box 7480
Moreno Valley, CA 92552

DOC # 2007-0674219

11/05/2007 08:00A Fee:NC

Page 1 of 31

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Exempt from Documentary Transfer Tax
Rev. & Tax. Code §11922

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[Handwritten signature]

QUITCLAIM DEED.

CERCLA 120(h) NOTICES, COVENANTS, and

ENVIRONMENTAL RESTRICTIONS

(Parcel D-1, Former March AFB)



I. PARTIES

THIS DEED is made and entered into this 18th day of September 2007 by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and THE MARCH JOINT POWERS AUTHORITY, a joint powers authority established under the laws of the State of California (the "Grantee"). (When used in this Deed, unless the context specifies otherwise, the use of the term "Grantor" shall include the assigns of the Grantor, and the use of the term "Grantee" shall include the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

FOR VALUABLE CONSIDERATION of the sum of TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, and other good and valuable consideration, the Grantor does hereby release and forever quitclaim to the Grantee all that real property situated in County of Riverside, State of California and legally described as:

In the County of Riverside, State of California, being that portion of Section 35 of Township 3 South, Range 4 West, San Bernardino Base and Meridian, also shown as Parcel 10 on Record of Survey 000-135 filed in Book 110,

Pages 30 through 40, inclusive, of Records of Survey, in the County Recorder's Office of said County, more particularly described as follows:

Beginning at the northerly terminus of that certain course shown on sheet 10 of 11 sheets of said Record of Survey, said course bears North 01°15'35" East 2383.40 feet; thence along said course South 01°15'35" West 2,383.40 feet; thence South 59°52'39" West 562.66 feet; thence North 30°07'21" West 3,640.47 feet; thence North 26°48'53" East 1,262.44 feet; thence North 61°50'35" East 2,060.30 feet to a line that is parallel with and 30.00 feet westerly of the centerline of Heacock Street as shown on said Record of Survey; thence along said parallel line South 00°26'32" West 2,582.65 feet to the **Point of Beginning**.

Excepting therefrom the land described in grant deed recorded July 31, 2003, as document No. 2003-574188 of official records, County of Riverside, State of California.

The land herein described contains approximately 164.62 acres. Legal surveys associated with the land are provided in Exhibit A.

The distances used in the above description are grid distances based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.00007058 to obtain ground distances.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon (except for any wells, treatment facilities, systems, and related piping, used by the Grantor for environmental remediation and restoration) and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining (which, together with the real property above described, is called the "Property" in this Deed).

IV. RESERVATIONS

A. RESERVING UNTO THE Grantor all oil, gas, and other minerals resources of any kind or nature in the mineral estate of the Property; provided, however, that such reservation shall not include the right of access to or any right to use any portion of the surface of the Property.

B. AND FURTHER RESERVING UNTO THE GRANTOR, and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor). It is the intent of the Grantor that this reserved right of access be extended to the United States Environmental Protection Agency ("EPA") and the State of California (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors. This right of access is for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or the Federal Facility Agreement ("FAA"), if applicable.:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.

2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.

3. To conduct any test or survey required by the EPA Region IX or the State relating to the implementation of the IRP or FFA, if applicable, or environmental conditions on the Property, or to verify any data submitted to the EPA Region IX or the State by the Grantor relating to such conditions.

4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenant of the Grantor in subparagraph VII.A.2. of this Deed including, but not limited to, the right to install, remove, or abandon wells and treatment facilities and systems, and related piping, or any part thereof.

5. To monitor any environmental restrictive covenants in this Deed and the effectiveness of any other land use or institutional control established by the Grantor on the Property, either by itself, by its contractor, by any public entity, including the State, or by a private entity qualified in the State to monitor environmental covenants.

V. CONDITION

A. Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

B. The 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," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

VI. AIRPORT CONDITIONS

A. By the acceptance of this Deed, the Grantee agrees that the transfer of the Property is accepted subject to the following restrictions set forth in subparagraph 1 and 2 of this subparagraph VI.A, which shall run with the land:

1. Except as provided in subparagraph VI.B.1 below, the Property, together with adjacent lands also owned by the Grantee, shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination, and without grant or exercise of any exclusive right for use of the Airport, as operated by the Grantee on the Property

and other adjacent lands owned by the Grantee within the meaning of the term "exclusive right" as used in subparagraph VI.B.3 below.

2. Except as provided in subparagraph VI.B.1 below, the Property shall be used, maintained, repaired, and rehabilitated for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that any such maintenance, repair, and rehabilitation to structures, improvements, facilities, and equipment shall be required only during the useful life thereof, as determined by the Administrator of the FAA. In the event materials are required to maintain, rehabilitate, or repair any of the Property, they may be procured by demolition of other portions of the Property that have outlived their use for airport purposes in the opinion of the Administrator of the FAA.

B. By the acceptance of this Deed, the Grantee also assumes the obligation of, covenants to abide by, and agrees that the Property is subject to, the following reservations and restrictions set forth in subparagraphs 1 through 16, inclusive, of this subparagraph VI.B, which shall run with the land; provided, that the Property may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the Grantee by the provisions of this Deed.

1. The Grantee shall not use, lease, sell, license, salvage, or dispose of the Property for other than airport purposes without the written consent of the Administrator of the FAA. The use of the term "Property" in this subparagraph 1 shall include revenues or proceeds derived therefrom.

2. The Property shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that:

a. it will keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. However, the Grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for its safe and efficient operation; and provided that the Grantee may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for its safe operation to serve the civil aviation needs of the public;

b. in its operation of the Airport and the Property, neither the Grantee nor any person or entity occupying any portion thereof, will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the Property provided for the public;

c. in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person or entity to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Grantee will insert and enforce provisions requiring the contractor (1) to furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and (2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit for service, provided, that the contractor may be allowed to

make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers;

d. it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform; and,

e. in the event the Grantee itself exercises any of the rights and privileges referred to in subsection c. above, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of subsection c. above of this subparagraph VI.B.2.

3. The Grantee will not grant or permit any exclusive right for the use of the Airport that is prohibited by Section 308(a) of the Federal Aviation Act of 1958, codified at 49 U.S.C. Section 40103(e), 49 U.S.C. Section 47107(a)(4), and 49 U.S.C. Section 47152(3)(A) and (B) ("exclusive right") to persons to the exclusion of others in the same class, and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that, unless authorized by the Administrator of the FAA, the Grantee shall not, either directly or indirectly, grant or permit any person or entity the exclusive right to conduct any aeronautical activity on the Airport, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. The Grantee further agrees that it will terminate as soon as possible, but no later than the earliest renewal, cancellation, or expiration date applicable thereto, any exclusive right existing at any airport owned or controlled by the Grantee, or hereafter acquired, and thereafter, no such right shall be granted. However, nothing contained in this subparagraph 3 shall be construed to prohibit the granting or exercise, of or exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature or to obligate the Grantee to furnish any particular non-aeronautical service at the Airport.

4. The Grantee shall, insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the Airport. The Grantee will, insofar as it is within its powers and to the extent reasonable, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by seeking the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the Grantee will not erect, or permit the erection, of any permanent structure or facility on the Property in any portion of a runway approach area in which the Grantee has control of the use made of the surface of the Property. Insofar as is within its power and to the extent reasonable, the Grantee will take action to restrict the use of the land

adjacent to, or in the immediate vicinity of, the Property to activities and purposes compatible with normal aeronautical operations, including the landing and takeoff of aircraft.

5. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator of the FAA, the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport other than facilities owned or controlled by the Grantor, and the Grantee shall not permit any activity thereon which would interfere with its use for airport purposes. However, nothing contained in this subparagraph 5 shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, repair, restoration, or replacement of any portion of the Airport which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

6. The Grantee will make available all facilities of the Airport developed with Federal aid, and all those usable for the landing and taking off of aircraft, to the Grantor at all times, without charge, for use by aircraft of any agency of the Grantor in common with other aircraft, except that if the use by aircraft of any agency of the Grantor in common with other aircraft, is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged; and unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the using agency of the Grantor, substantial use of an airport by Grantor aircraft will be considered to exist when operations of such aircraft are excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft or during any calendar month that (1) either five or more aircraft of any agency of the Grantor are regularly based at the Airport or on land adjacent thereto, or (2) the total number of movements (counting each landing as a movement and each take-off as a movement) of aircraft of any agency of the Grantor is 300 or more, or (3) the gross accumulative weight of aircraft of any agency of the Grantor using the Airport (the total movements of such aircraft multiplied by gross certified weights thereof) is in excess of five million pounds.

7. During any national emergency declared by the President of the United States of America or the Congress, including any existing national emergency, the Grantor shall have the right to make exclusive or non-exclusive use, and have exclusive or non-exclusive control and possession without charge, of the Airport, or of such portion thereof as it may desire, provided, however, that the Grantor shall be responsible for the entire cost of maintaining such part of the Property as it may use exclusively, or over which it may have exclusive possession, or control, and it shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance as it may use non-exclusively or over which it may have non-exclusive control and possession. Further, the Grantor shall pay a fair rental for its use, control, or possession exclusively or non-exclusively of any improvement to the Airport Property made without Grantor aid and never owned by the Grantor.

8. The Grantee does hereby release the Grantor, and will take whatever action may be required by the Administrator of the FAA to assure the complete release of the Grantor, from any and all liability the Grantor may be under for restoration or other damage under any lease or other agreement covering the use by the Grantee of any airport or part thereof, owned, controlled, or

operated by the Grantee upon which, adjacent to which, or in connection with which, the Property was located or used.

9. Whenever so requested by the FAA, the Grantee will furnish, without cost to the Grantor, for the construction, operation, and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, such areas of the Airport as the FAA may consider necessary or desirable for use and/or construction at Federal expense of space and facilities for such purposes, and the Grantee will make available such areas or any portion thereof for such purposes provided herein within four months after receipt of written request from the FAA, if such are or will be available.

10. Reports and Inspections. Grantee shall (1) submit to the FAA such annual or special financial and operations reports as the FAA may reasonably request and make such reports available to the public; (2) make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the FAA; (3) make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations, and other instruments available for inspection by any duly authorized agent of the FAA upon reasonable request; (4) in a format and time prescribed by the FAA, provide to the FAA and make available to the public following each of its fiscal years, an annual report listing in detail--

a. all amounts paid by the Grantee to any other unit of government and the purposes for which such payment was made; and,

b. all services and property provided by Grantee to other units of government and the amount of compensation received for provision of each such service and property.

11. 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 the covenants and conditions in this Deed unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in 49 U.S.C. Section 47102(19), to assume such obligation, and have power, authority, and financial resources to carry out all such obligations, and if an arrangement is made for management or operation of the Airport by any agency or person other than the Grantee, the Grantee will reserve sufficient rights and authority to ensure that the Airport will be operated and maintained in accordance with these covenants and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

12. Airport Layout Plan.

a. The Grantee will keep up to date at all times an airport layout plan of the Airport depicting (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the Grantee for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures on the Airport (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and, (3) the location of all existing and proposed non-aviation areas of the Property and

of all existing improvements thereon and uses made thereof. Such airport layout plan, and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of such plan. The Grantee will not make, or permit to be made, any changes or alterations to the Airport which are not in conformity with the airport layout plan as approved by the FAA, and which might, in the opinion of the FAA, adversely affect the safety, utility, or efficiency of the Airport.

b. If a change or alteration in the Airport is made which the Secretary of Transportation determines adversely affects the safety, utility, or efficiency of any Grantor-owned, leased, or funded property on or off the Airport and which is not in conformity with the airport layout plan as approved by the FAA, the Grantee will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the Airport.

13. If, at any time, it is determined by the FAA that there is any outstanding right, or claim of right, in or to the Property, the existence of which creates an undue risk of interference with the operation of the Airport, or the performance or compliance with covenants and conditions in this Deed, the Grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

14. Fuel Taxes and Restriction on Use of Airport Revenues.

a. Prohibition. Local taxes on aviation fuel (except taxes in effect on December 30, 1987) or the revenues generated by an airport that is the subject of Federal assistance may not be expended for any purpose other than the capital or operating costs of (1) the Airport; (2) the local Airport system; or (3) any other local facility that is owned or operated by the Grantee that owns or operates the Airport that is directly and substantially related to the air transportation of passengers or property.

b. Exceptions. The prohibition in subsection a. above of this subparagraph VI.B.14, shall not apply if a provision enacted not later than September 2, 1982, in a law controlling financing by the Grantee, or a covenant or assurance in a debt obligation issued not later than September 2, 1982, by the Grantee, provides that the revenues, including local taxes on aviation fuel at public airports, from any of the facilities of the Grantee, including the Airport, be used to support not only the Airport but also the general debt obligations or other facilities of the Grantee.

c. Rule of Construction. Nothing in this section may be construed to prevent the use of a State tax on aviation fuel to support a State aviation program or the use of airport revenue on or off the airport for a noise mitigation purpose.

15. In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the Grantee or any subsequent transferee, and successors and assigns, whether caused by the legal inability of the Grantee or subsequent transferees, and

successors and assigns, to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this Deed to the Grantee, or any portion thereof, shall at the option of the Government, acting by and through the FAA, revert to the Government in its then existing condition sixty days following the date upon which demand to this effect is made in writing by the Administrator of the FAA, unless within said sixty days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as such have been previously reverted, shall remain vested in the Grantee, its transferees, successors, and assigns, provided however, that the Grantor shall not exercise such option to revert the title and right of possession in the Property to the Grantor until it has exhausted the administrative and judicial remedies and given notice to the parties of a Lease-Leaseback transaction. "Lease-Leaseback" means any transaction in which the Property is leased directly or indirectly by the Grantee to a third party, which third party directly or indirectly transfers a sublease possessory interest in the Property to the Grantee, and both the lease and the sublease of the Property are entered into substantially at the same time. Notwithstanding any provision to the contrary in this Deed, the Grantee may enter into a Lease-Leaseback of the Property, provided that the lease and the sublease controlling the Lease-Leaseback include (1) binding, enforceable commitments by the parties to the lease and sublease that the parties will comply with the terms of this Deed; and (2) a provision requiring that, in the event the Grantor determines that the Property is not in compliance with the terms and conditions of this Deed, the Grantor will exhaust its administrative and judicial remedies before it reverts title to the Property to the Grantor.

16. If the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall 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 transferred to the Grantee, or any portion thereof, to revert to it, and the application of such reservation or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

C. The Grantee, by its acceptance of this Deed, acknowledges its understanding of the agreement, and agrees that, as part of the consideration of this Deed, the Grantee covenants and agrees that:

1. the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, will comply with all requirements imposed by or pursuant to the regulations of the Department of Transportation in effect on the date of the Deed (49 CFR Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;
2. this covenant shall be subject in all respects to the provisions of said regulations;
3. the Grantee will promptly take and continue to take such action as may be necessary to effectuate this covenant;

4. the Grantee will (1) obtain from any person (any legal entity) who, through contractual or other arrangements with the Grantee, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, by this covenant; (2) furnish the original of such agreement to the Administrator of the FAA upon his request therefore; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee; and,

5. the Grantor, acting by and through the Administrator of the FAA shall have the right to seek judicial enforcement of the covenants set forth in this Paragraph VI.

VII. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) (42 U.S.C. § 9620(h)(3))

A. Pursuant to Section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action concerning the Property.

1. The Grantor has made a complete search of its files and records. Exhibit B contains a table with the name of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of, on the Property; and the date(s) on which such storage, release, or disposal took place and the remedial actions taken.

2. Pursuant to Section 120(h)(3)(A)(ii)(II) of CERCLA, the United States covenants and warrants that any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed will be conducted by the United States.

This warranty will not apply in any case in which any Grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any Grantee acquired an interest in the Property. The obligation of the United States under this warranty does not include response actions required by an act or omission of the Grantee that either (1) introduces new or additional contamination, or (2) increases the cost of the required response action by improperly managing any CERCLA contamination present on the Property on the date of this Deed from the United States. For the purposes of this warranty, the phrase "remedial action found to be necessary" does not include any performance by the United States, or payment to the Grantee from the United States, for additional remedial action that is required to facilitate use of the Property for uses and activities prohibited by those environmental restrictive covenants set forth in subparagraph VII.B below, as may be modified or released pursuant to subparagraph VII.E below, or for uses and activities prohibited by applicable CERCLA decision documents.

3. The United States has reserved access to the Property in paragraph IV.B of this deed in order to perform any remedial or corrective action as required by Section 120(h)(3)(A)(iii) of CERCLA.

B. Pursuant to Section 120(h)(3)(C)(ii) of CERCLA, the following covenants, restrictions and agreements apply to the Property to satisfy response action assurances required by Section 120(h)(3)(C)(ii) of CERCLA.

NOTICE

BREACH OF ANY ENVIRONMENTAL RESTRICTIVE COVENANT IN SUBPARAGRAPH VII.B BELOW, MAY AFFECT THE FOREGOING WARRANTY

1. To ensure the protection of human health and the environment, the following environmental restrictive covenants apply to the Property or portions of the Property as indicated. For purposes of the environmental restrictive covenants in this subparagraph, the term "Property" includes any part of the Property specifically described in Paragraph II of this Deed. It is the intent of the Grantor and the Grantee that the environmental restrictive covenants in this subparagraph bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this subparagraph through the chain of title, in addition to any State law that allows the State to enforce any restrictive covenant in this subparagraph.

a. The Grantee covenants and agrees not to extract or permit to be extracted any water from below the surface of the ground within the boundary of the Property except for monitoring purposes.

b. The Grantee and its successors are restricted from using the portion of the Property known as Site 7, as identified in Exhibit C, for residential purposes, for traditional or private schools for persons under 18 years of age, for day care for children, or for a hospital for human care.

c. The Grantee covenants and agrees that it will not conduct, or allow others to conduct, any activity that would result in the movement of soils from Site 7, as identified in Exhibit C.

d. The Grantee and its successors shall notify the Grantor, EPA Region IX, and State at least thirty (30) days prior to construction of any building at Site 7, as identified in Exhibit C. Any buildings at Site 7 will be constructed with engineering controls (e.g., vapor barriers, specialized fan systems, or other related engineered controls) to mitigate the potential for vapors to migrate from the subsurface into the building.

2. To ensure that required environmental remedies, responses, and associated oversight are not disrupted, the following environmental restrictive covenants apply to the Property.

a. The Grantee covenants and agrees not to disturb, move, damage, mar, tamper with, interfere with, obstruct, or impede any wells and treatment facilities and systems, and related piping used in the environmental remediation and restoration on the Property.

b. The Grantee covenants and agrees not to engage in, or allow others to engage in, activities that will disrupt required remedial investigation, response actions, or oversight activities, should any be required on the Property.

c. The Grantee covenants and agrees that it will not conduct, or allow others to conduct, activities that would cause the injection of water or other fluids (e.g., construction or creation of any groundwater recharge area, unlined surface impounds or injection well) without a prior written plan approved by the Grantor, EPA Region IX, and the State of California.

d. The Grantee covenants and agrees that it will not conduct, or allow others to conduct, activities that would limit access to any equipment or systems associated with groundwater monitoring.

The Grantor agrees to coordinate its environmental remediation activities with any construction schedule or activities of the Grantee so as not to disrupt such schedule or activities unreasonably.

3. The Grantor will continue to undertake all necessary response actions with respect to a release or threatened release of a hazardous substance caused by a Grantor activity that occurred prior to the effective date of this Deed. A description of the remedial actions taken by the Grantor and remediation schedule of future actions required on the Property regarding hazardous substances are contained in Exhibit D.

4. The Grantor, as the Federal agency responsible for environmental cleanup of the Property, will submit through its established budget channels to the Director of the Office of Management and Budget a request for funds that adequately addresses schedules for investigation and completion of all response actions required. Expenditure of any Federal funds for such investigations or response actions is subject to Congressional authorization and appropriation of funds for that purpose. The Grantor will submit its funding request for the projects needed to meet the schedule of necessary response actions as follows:

a. the projects for the necessary response actions for groundwater and soil remediation will be identified to and coordinated with the BRAC Cleanup Team (BCT);

b. after coordination with the BCT, the projects will be submitted for funding validation and approval; and,

c. all correspondence regarding these projects will recite that these projects are being undertaken on property being transferred pursuant to Section 120(h)(3)(C) of CERCLA and that once validated, approved and funded, the funding may not be withdrawn without the consent of the Assistant Secretary of the Air Force (Installations, Environment and Logistics).

C. The Grantor further covenants that when all response actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property

on the date of conveyance have been taken, or when the approved remedy for the remedial site has been implemented and has been approved as operating properly and successfully, the Grantor will execute and deliver to the Grantee an appropriate document containing a warranty that all those response actions have been taken. The "appropriate document" shall be a recordable instrument to amend this Deed, without in any way intending to affect or alter the conveyance of title under this Deed, and to provide only that: (1) the assurances of the Grantor under Section 120(h)(3)(C)(ii) of CERCLA are replaced with the warranty of the Grantor under Section 120(h)(3)(C)(iii) of CERCLA; and, (2) the environmental restrictive covenants set forth in this paragraph are terminated and/or modified, as applicable, based on the completion of the activities described in the preceding sentence.

D. During the deferral period for the covenant in Section 120(h)(3)(A)(ii)(I) of CERCLA, the Grantee covenants and agrees to include the appropriate environmental provisions of this Deed in any transfer or sale documents or agreements covering any portion of this Property to bind its successors to those provisions.

E. Release of Environmental Restrictive Covenants.

1. The Grantee may request from the Grantor a modification or release of one or more of the environmental restrictive covenants in subparagraph VII.B above, in whole or in part, subject to the notification of and approval by the California State Department of Toxic Substance and Control (DTSC) and the EPA Region IX. In the event the request of the Grantee for modification or release is approved by the Grantor, DTSC, and the EPA Region IX, the Grantor agrees to modify or release the covenant (the "Covenant Release") giving rise to the environmental restriction, in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the Grantor. The Grantor shall deliver the Covenant Release to the Grantee in recordable form. The execution of the Covenant Release by the Grantor shall modify or release the environmental restrictive covenant with respect to the Property in the Covenant Release.

2. In the event that the environmental restrictive covenants contained in subparagraph VII.B above are no longer necessary, the United States will record any appropriate document modifying or removing such restrictions, as appropriate.

VIII. OTHER COVENANTS AND NOTICES

A. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. 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.

B. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos, and that, except for any friable asbestos contained in construction or

demolition debris that was disposed of or otherwise released on the Property prior to the date of this Deed, the Grantee will assume all responsibility and liability for the use, maintenance, handling, transportation, treatment, removal, disposal, or other activity causing, or leading to, contact of any kind whatsoever with asbestos on the Property. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, 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 has properly warned, or failed to properly warn, the persons injured.

C. Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP").

1. Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee covenants and agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable Federal, State, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

D. Sensitive Habitat and Species of Concern. The Grantee acknowledges that the burrowing owl, a California Species of Concern protected by the U.S. Migratory Bird Treaty Act, may be present on certain portions of the Property. The Grantee covenants and agrees to consult and/or coordinate with the California Department of Fish and Game and conduct any necessary surveys or other mitigation activities in connection with the construction and development of new improvements on the Property to assure protection of any burrowing owl that may exist on the Property.

E. Floodplains. A portion of the Property identified in the attached legal description is within the 100-year floodplain. The Grantee shall not construct any improvement on the Property without first complying with all state and federal laws and regulations relating to floodplains management and improvements.

F. Hazards to Air Navigation. Grantee covenants that so long as the airfield is operated by the Air Force or other Department of Defense (DoD) service or agency it will comply with U.S. Army Corps of Engineers, Naval Facilities Engineering Command, and Air Force Civil

Engineering Support Agency "Uniform Facilities Criteria - Airfield and Heliport Planning and Design," or successor criteria or regulations when performing any construction on the Property. When no DoD service or agency operates the airfield, it will comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Air Space," under the authority of the Federal Aviation Act of 1958, as amended.

IX. EXHIBITS

The following Exhibits are attached to and made a part of this Deed:

Exhibit A - Survey Maps

Exhibit B - Notice of Hazardous Substances Released

Exhibit C - Legal Description and Survey of Site 7

Exhibit D - Remedial Actions Taken and Remediation Schedule

Acceptance

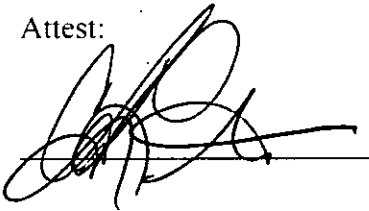
The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: 9/19, 2007

(Grantee)

By: Muan Ashley

Attest:



Certificate of Grantee's Attorney

I, John E. Brown, acting as Attorney for the Grantee, do hereby certify that I have examined the foregoing Indenture and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further, that, in my opinion, the Indenture constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Dated at Riverside, California, this 19 day of September, 2007.

By: John E. Brown

Title: Legal Counsel

STATE OF California)

County of Riverside)

On September 19, 2007 before me, Carey L. Allen, Notary Public , personally appeared Marion Ashley ,

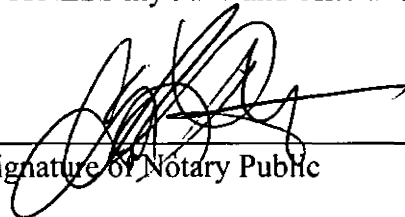
personally known to me

or

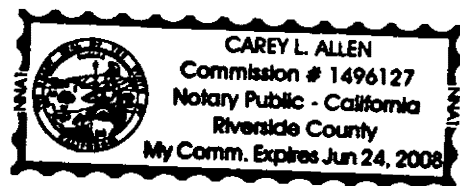
proved to me on the basis of satisfactory evidence

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(s), 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



Signature of Notary Public



IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, AND IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

RECORD OF SURVEY

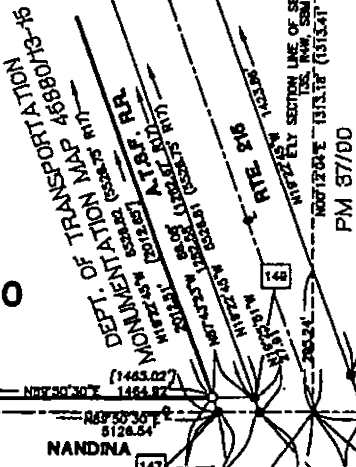
Exhibit A

BEING A PORTION OF SECTIONS 12, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 AND 36 TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN
 PSOMAS WALTER A. SHEEK PLS 4838
 DATE OF SURVEY: SEPTEMBER-OCTOBER 2000

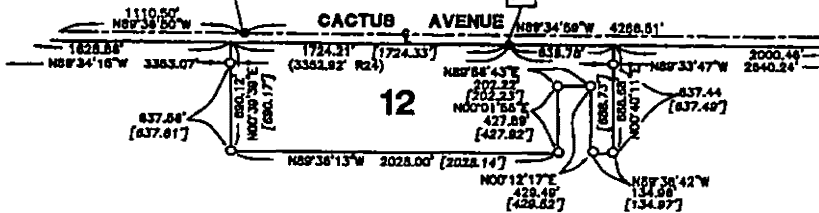
SURVEYOR'S NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.00007058. ALL RECORD DISTANCES HAVE BEEN ADJUSTED TO GRID DISTANCES USING THE ABOVE COMBINATION FACTOR. DISTANCES SHOWN IN BRACKETS [348.74] HAVE BEEN ADJUSTED TO GROUND DISTANCES USING THE ABOVE COMBINATION FACTOR.

DETAIL "A" N.T.S.



DETAIL "B" N.T.S.



SURVEYOR NOTES:

- SET 1" P WITH PLASTIC PLUG FLUSH 1.5 4838" UNLESS NOTED OTHERWISE
- FOUND MONUMENTATION AS NOTED SEE SHEET 11 OF 11 FOR DESCRIPTION
- R17- RECORD DISTANCE PER CALIF. DEPT. OF TRANSPORTATION MONUMENTATION MAP No. 433880-13 (REV. CO. MAP 200-234)
- R18- RECORD DISTANCE PER CALIF. DEPT. OF TRANSPORTATION MONUMENTATION MAP No. 433880-14 (REV. CO. MAP 200-230)
- R19- RECORD DISTANCE PER CALIF. DEPT. OF TRANSPORTATION MONUMENTATION MAP No. 433880-18 (REV. CO. MAP 200-238)
- R20- RECORD DISTANCE PER RECORD OF SURVEY RS 75/84
- R21- RECORD DISTANCE PER PARCEL MAP 14284 PM 82/86-87
- R23- RECORD DISTANCE PER RECORD OF SURVEY RS 104/87
- R24- RECORD DISTANCE PER CALIF. DEPT. OF TRANSPORTATION MONUMENTATION MAP No. 433871-4 (REV. CO. MAP 200-250)
- R25- RECORD DISTANCE PER RECORD OF SURVEY RS 13/73
- R26- RECORD DISTANCE PER RECORD OF SURVEY RS 84/84
- P = IRON PIPE
- FD = FOUND
- NTD = NOTHING
- DIST. = DISTANCE
- PROP. = PROPORTIONATE
- R & M = RECORD AND MEASURED
- N.T.S. = NOT TO SCALE
- EXISTING CHAIN LINK FENCE



Exhibit A

Excepted from Parcel D-1

SCALE: 1" = 200'

MARCH AIR
RESERVE BASE

**CDF AIR
ATTACK BASE**

PARCEL
MAP NO.
24644-3
BK 166/1-3



Found 1" Iron Pipe in Handwell at CL Heacock Street
Intersection with southerly line Parcel 13, Parcel Map
24644-3, Bk 166, pgs 1-3, Riverside County Records.



EPIC ENGINEERS
CIVIL ENGINEERING LAND SURVEYING
PLANNING CONSTRUCTION MANAGEMENT
101 E. REDLANDS BOULEVARD
SUITE 146 TELE 909-792-6969
REDLANDS, CA 92373 FAX 909-792-6669

Exhibit A

A PORTION OF SEC. 36, T.3, S.3, R.4 W,
SAN BERNARDINO BASE AND MERIDIAN IN
THE UNINCORPORATED TERRITORY OF
RIVERSIDE COUNTY, STATE OF CALIFORNIA

| | |
|--------|-----------|
| N.O. | 38.01 |
| BY: | THW |
| DATE: | 06/16/03 |
| SCALE: | 1" = 200' |
| PAGE: | 1 OF 1 |



2003-574188
07/31/2003 08:06A
12 of 12

EXHIBIT A

NOTICE OF HAZARDOUS SUBSTANCES RELEASED

Notice is hereby provided that the following hazardous substances are known to have been released on the Property, the dates such release took place and the response action taken. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

Site 7 (Fire Training Area 2)

| Substance | Regulatory Synonym(s) | CAS Registry Number | Quantity kg/lbs | Date | Hazardous Waste ID Number | Response | Remarks |
|---|-----------------------|---------------------|-----------------|-----------|---------------------------|--|--|
| 1,2,3,4,6,7,8-Heptachlorodibenzo-p-dioxin | N/A | 35822-46-9 | Unknown | 1954-1978 | N/A | Dioxins were detected at concentrations greater than U.S. EPA region IX residential PRGs in soil. According to the <i>OU-1 ROD</i> , no remediation was required since Site 7 was located in an area that would be not be used for residential purpose and that the cleanup of Site 7 was considered cost-prohibitive. No further action with deed restrictions was approved within the <i>OU-1 ROD</i> , December 1995. | See <i>OU-1 ROD</i> for more details. Deed restrictions part of selected remedy. |
| Heptachlorinated dibenzo-p-dioxins, total | N/A | EDF-354 | Unknown | 1954-1978 | N/A | Dioxins were detected at concentrations greater than U.S. EPA region IX residential PRGs in soil. According to the <i>OU-1 ROD</i> , no remediation was required since Site 7 was located in an area that would be not be used for residential purpose and that the cleanup of Site 7 was considered cost-prohibitive. No further action with deed restrictions was approved within the <i>OU-1 ROD</i> , December 1995. | See <i>OU-1 ROD</i> for more details. Deed restrictions part of selected remedy. |
| Hexachlorinated dibenzo-p-dioxins, total | N/A | 34465-46-8 | Unknown | 1954-1978 | N/A | Dioxins were detected at concentrations greater than U.S. EPA region IX residential PRGs in soil. According to the <i>OU-1 ROD</i> , no remediation was required since Site 7 was located in an area that would be not be used for residential purpose and that the cleanup of Site 7 was considered cost-prohibitive. No further action with deed restrictions was approved within the <i>OU-1 ROD</i> , December 1995. | See <i>OU-1 ROD</i> for more details. Deed restrictions part of selected remedy. |
| Beryllium | Glucinum | 7440-41-7 | Unknown | 1954-1978 | N/A | Beryllium was detected at concentrations greater than U.S. EPA region IX residential PRGs in | See <i>OU-1 ROD</i> for more details. |

| Substance | Regulatory Synonym(s) | CAS Registry Number | Quantity kg/lbs | Date | Hazardous Waste ID Number | Response | Remarks |
|-----------------|---|---------------------|-----------------|-----------|---------------------------|---|--|
| | | | | | | soil. According to the <i>OU-1 ROD</i> , no remediation was required since Site 7 was located in an area that would be not be used for residential purpose and that the cleanup of Site 7 was considered cost-prohibitive. No further action with deed restrictions was approved within the <i>OU-1 ROD</i> , December 1995. | Deed restrictions part of selected remedy. |
| Lead | N/A | 7439-92-1 | Unknown | 1954-1978 | D008 | Lead was detected at concentrations greater than U.S. EPA region IX residential PRGs in soil. According to the <i>OU-1 ROD</i> , no remediation was required since Site 7 was located in an area that would be not be used for residential purpose and that the cleanup of Site 7 was considered cost-prohibitive. No further action with deed restrictions was approved within the <i>OU-1 ROD</i> , December 1995. | See <i>OU-1 ROD</i> for more details. Deed restrictions part of selected remedy. |
| Manganese | N/A | 7439-96-5 | Unknown | 1954-1978 | N/A | Manganese was detected at concentrations greater than U.S. EPA region IX residential PRGs in soil. According to the <i>OU-1 ROD</i> , no remediation was required since Site 7 was located in an area that would be not be used for residential purpose and that the cleanup of Site 7 was considered cost-prohibitive. No further action with deed restrictions was approved within the <i>OU-1 ROD</i> , December 1995. | See <i>OU-1 ROD</i> for more details. Deed restrictions part of selected remedy. |
| Trichloroethene | Trichloroethylene, TCE, acetylene trichloride | 79-01-6 | Unknown | 1954-1978 | D040 | Further investigation and sampling at Site 7 fire pit area planned for 2007 and 2008. Remedy evaluation will be based on sampling and monitoring data collected. | Groundwater sampling at Site 7 identified source of TCE at former fire pit area. TCE concentrations of 7,600 µg/L at 60 feet below ground surface were detected in March 2007 investigation. |

Site 38

| Substance | Regulatory Synonym(s) | CAS Registry Number | Quantity kg/lbs | Date | Hazardous Waste ID Number | Response | Remarks |
|---------------------------|-----------------------|---------------------|-----------------|-------------|---------------------------|---|--------------------------------------|
| Polychlorinated Biphenyls | N/A | 1336-36-3 | Unknown | Before 1984 | N/A | In 1984, soils from four areas contaminated with transformer oils were sampled. Soils from two of the areas (Buildings 317 and 1305) were determined to be PCB-contaminated. The soils were excavated and removed from the Base. No further actions are required at Site 38 because the site has been investigated and does not present an unacceptable risk to human health or the environment. NFA was approved within the <i>OU-1 ROD</i> , December 1995. | See <i>OU-1 ROD</i> for more details |

OU-1 Groundwater Plume

| Substance | Regulatory Synonym(s) | CAS Registry Number | Quantity kg/lbs | Date | Hazardous Waste ID Number | Response | Remarks |
|-----------------|---|---------------------|-----------------|-----------|---------------------------|---|--|
| Trichloroethene | Trichloroethylene, TCE, acetylene trichloride | 79-01-6 | Unknown | 1959-1965 | D040 | A groundwater extraction and treatment system (GETS) was installed in 1991, to operate as an interim remedy to prevent further migration of the contaminated groundwater plumes. This system was expanded and is now referred to as the expanded GETS, (EGETS), which includes 17 extraction wells. The groundwater is treated using granular activated carbon (GAC). Discharge facilities for water treated at the Site 31 (located on the Air Reserve Base [ARB]) treatment facility includes (1) five injection wells, (2) the Heacock transfer station and regional storm drain, and (3) a direct connection to the March ARB sanitary sewer. Groundwater monitoring wells are sampled semiannually to monitor the OU-1 plume and EGETS effectiveness. Additionally, 45 groundwater MWs are sampled on an annual basis to further define the OU-1 Plume both on and off base. According to the last Annual Monitoring Report for OU-1 sites, dated October 2006, evaluation of the EGETS performance, trends have shown | See <i>OU-1 ROD</i> for more details. Deed restrictions part of selected remedy. |

| Substance | Regulatory Synonym(s) | CAS Registry Number | Quantity kg/lbs | Date | Hazardous Waste ID Number | Response | Remarks |
|------------------------|--|---------------------|-----------------|-----------|---------------------------|---|--|
| | | | | | | that concentrations of TCE, PCE, and carbon tetrachloride have generally decreased since 1996 (after the EGETS was constructed). The ARB plans to evaluate and optimize the EGETS in 2007-2008. | |
| Benzene | Benzol, Benzin | 71-43-2 | Unknown | 1959-1965 | D018 | Same as above | See <i>OU-1 ROD</i> for more details. Deed restrictions part of selected remedy. |
| Carbon Tetrachloride | Benzinoform | 56-23-5 | Unknown | 1959-1965 | D019 | Same as above | See <i>OU-1 ROD</i> for more details. Deed restrictions part of selected remedy. |
| 1,1-Dichloroethene | 1,1-DCA | 75-35-4 | Unknown | 1959-1965 | D029 | Same as above | See <i>OU-1 ROD</i> for more details. Deed restrictions part of selected remedy. |
| Cis-1,2-Dichloroethene | Cis-1,2-dichloroethylene | 156-59-2 | Unknown | 1959-1965 | N/A | Same as above | See <i>OU-1 ROD</i> for more details. Deed restrictions part of selected remedy. |
| Methylene Chloride | Dichloromethane; methylene dichloride | 75-09-05 | Unknown | 1959-1965 | U080 | Same as above | See <i>OU-1 ROD</i> for more details. Deed restrictions part of selected remedy. |
| Tetrachloroethene | Ethylene tetrachloride, perchloroethylene, PCE | 127-18-4 | Unknown | 1959-1965 | U210 | Same as above | See <i>OU-1 ROD</i> for more details. Deed restrictions part of selected remedy. |

OU-1 groundwater plume is the most widespread plume at the base, extending from Site 31 south and east through the area of Sites 34, 9, 5, and 4.

Exhibit C

Installation Restoration Program (IRP) Site 7

That portion of Section 25, T3S, R4W, SBM in the County of Riverside, State of California, more particularly described as follows:

Commencing at the intersection of Heacock Street and Mariposa Avenue as shown on a plat recorded in Book 110 of Records of Survey, at pages 30-40, Official Records of Riverside County, California;

thence N 7°18'53" W a distance of 777.93 feet to a point lying 105.00 feet from and perpendicular to the centerline of Heacock Street as shown on said Record of Survey, said point being the **True Point of Beginning**;

thence N 89°33'28" W a distance of 955.00 feet;

thence N 0°26'32" E a distance of 920.00 feet;

thence S 89°33'28" E a distance of 535.00 feet;

thence N 0°26'32" E a distance of 450.00 feet;

thence S 89°33'28" E a distance of 420.00 feet;

thence S 0°26'32" W, along a line parallel with and 105.00 feet perpendicular from the centerline of Heacock Street, a distance of 1370.00 feet to the **True Point of Beginning**.

Containing an area of 1,067,600 ft² or 24.51 Acres more or less.

This description has been prepared by me for the purpose of describing an Environmentally Restrictive Area.



7 AUG 06

Exhibit C

Installation Restoration Program (IRP) Site 7

1,067,600 ft²

24.51 Acres

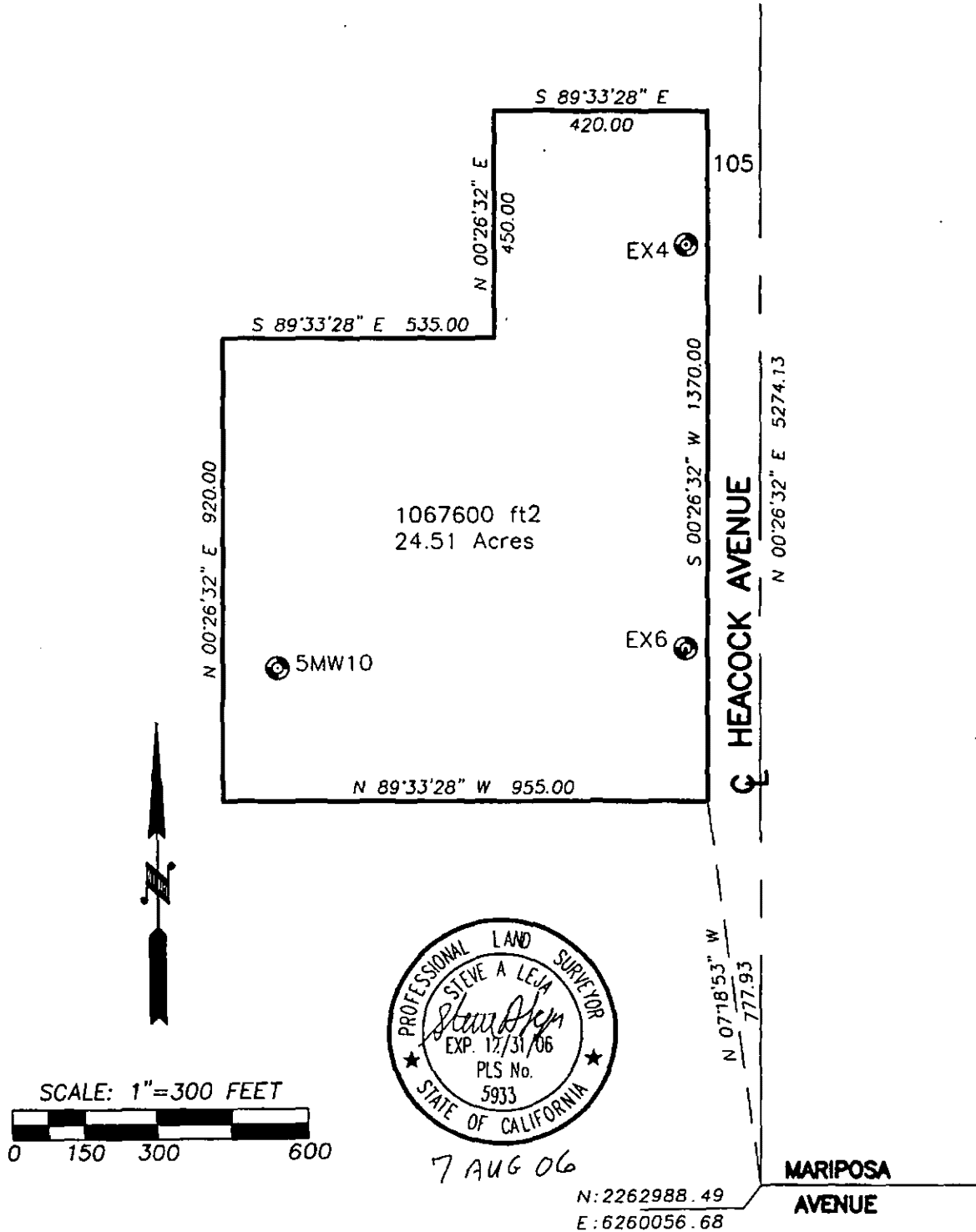


Exhibit D - Remedial Actions Taken and Remediation Schedule

| Parcel | IRP Site No. | Site Description | Date of Release | Past Actions Completed | Reference Document | CERCLA Deferral Required | Current Action Underway | Future Action Required* |
|--------|------------------|--|-----------------|--|---------------------------------------|--------------------------|--|---|
| D-1 | AOC 048 (Site 7) | Source of groundwater contamination located in the eastern portion of parcel D-1 at the base boundary. | 1954-1978 | <i>OU-1 ROD</i> requires long-term monitoring of the groundwater plume and plume capture at the former base boundary has been ongoing since 1995. As part of the LTM program, two extraction wells (EX05A and OU1GEW04) were installed. Recently, during the LTM sampling, the results for these two extraction wells have shown significant increases of trichloroethene (TCE). | <i>OU-1 ROD</i> , dated December 1995 | Yes | On-going sampling and analysis to define extent. | Complete Preliminary Assessment/Site Investigation to define the source of groundwater contamination in 2007/2008. Install additional groundwater monitoring wells in 2007. Conduct remedy evaluation and prepare decision document in 2009. Complete remedy design in 2010 if required. Implement remedy for TCE cleanup in 2010 if required. Operating properly and successfully for remedy expected by 2012. Apply deed restrictions as identified in deed. A separate |

Exhibit D - Remedial Actions Taken and Remediation Schedule

| Parcel | IRP Site No. | Site Description | Date of Release | Past Actions Completed | Reference Document | CERCLA Deferral Required | Current Action Underway | Future Action Required* |
|--------|--------------|--|-----------------|--|-------------------------------|--------------------------|--|--|
| | | | | | | | | SLUC, consistent with deed restrictions, is required. |
| D-1 | OU-1 Site 7 | Groundwater Plume emanating from Sites 4, 7 and 31 has commingled to form a large plume that has migrated east of the former AFB boundary. | 1955-1969 | Groundwater extraction and treatment system (GETS) installed in 1991 to operate as an interim remedy to prevent further migration of the TCE and PCE plumes. Modifications were made to add extraction wells and increase treatment capacity, so the system is now referred to as the Expanded GETS, (EGETS). System now included 17 extraction wells, including 2 east of Site 7. The OU-1 plume, source areas, extraction wells, and monitoring wells are found on both AFRPA and AFRC | OU-1 ROD, dated December 1995 | Yes | Current semiannual groundwater monitoring and analysis. Operating and maintaining the EGETS. | Continue groundwater monitoring and analyzing samples. Continue operating and maintaining the EGETS to ensure that the maximum concentrations off base continue to decline and to ensure that the off base plume does not threaten the drinking water supplies. Evaluate and optimize the EGETS in 2007/2008. Groundwater remedy |

Exhibit D - Remedial Actions Taken and Remediation Schedule

| Parcel | IRP Site No. | Site Description | Date of Release | Past Actions Completed | Reference Document | CERCLA Deferral Required | Current Action Underway | Future Action Required* |
|--------|--------------|------------------|-----------------|--|--------------------|--------------------------|-------------------------|---|
| | | | | property. However, the remedy treatment system is located on March ARB and operated by the Air Force Reserves. Both the AFPRA and AFRC conduct groundwater monitoring on a quarterly, semiannual, or annual basis. | | | | operating properly and successfully expected by 2012. Apply deed restrictions as identified in deed. A separate SLUC, consistent with deed restrictions, is required. |

*Detailed Federal Facility Agreement schedules associated with the cleanup at March AFB are developed in coordination with the BRAC Cleanup Team (BCT) and are subject to change with BCT approval.

A more detailed schedule follows on next page.

Exhibit D - Remedial Actions Taken and Remediation Schedule

Investigation and Response Action Plan and Schedule Site 7 and Groundwater Associated with March Early Transfer (as of May 2007)

The following plan/schedule describes the investigation and response actions anticipated for Site 7 and the Groundwater as it relates to the early transfer parcel D-1 at the former March Air Force Base. This plan/schedule is based on information available as of May 2007 and is subject to change with BRAC Cleanup Team approval as investigation and evaluation of sites continue.

1. **Site 7 (AOC 48).** Site 7 was closed in 1996 per the OU 1 ROD. However, TCE concentration in two extraction wells east of site have shown an increase over the last few years. The area is currently under investigation (under AOC 48) and a TCE source was identified at the former Site 7 in April 2007. Investigation continues to gather data for remedy evaluation. Monitoring wells will be installed based on results of soil, soil gas and groundwater samples. It is anticipated that three to four quarters on groundwater monitoring data will be required before remedy evaluation can begin.
 - a. Investigation and Monitoring
 - i. Draft PA/SI Work Plan – August 2006 (Completed)
 - ii. Regulator comments on Work Plan – October 2006 (Completed)
 - iii. Draft Final Work Plan – December 2006 (Completed)
 - iv. Regulator Concurrence on Work Plan – January 2007
 - v. Initial Groundwater Sampling – January through April 2007 (completed)
 - vi. Submit Workplan Addendum for additional sampling - end of May/early June 2007 (completed)
 - vii. Regulators review Workplan Addendum - June 2007
 - viii. Conduct additional soil, soil gas, and groundwater sampling - July/August 2007
 - ix. Install Additional on-base/off base monitoring wells - January/February 2008
 - x. Groundwater Monitoring - through December 2008
 - b. Remedy Evaluation
 - i. Prepare draft Focused FS - January through March 2009
 - ii. Submit Draft Focused FS - April 2009
 - iii. Regulator comments on Draft Focused FS - June 2009
 - iv. Submit Draft Final Focused FS - August 2009
 - v. Regulators comment on Draft Final Focused FS - September 2009
 - vi. Finalize Focused FS - October 2009
 - c. ESD* (to OU-1 ROD) for Site 7 Remedy (if required)
 - i. Submit Draft ESD - August 2009
 - ii. Regulator Comments on Draft ESD - September 2009
 - iii. Submit Draft Final ESD - October 2009
 - iv. Regulator Comments on Draft Final ESD - November 2009
 - v. Final ESD - December 2009/January 2010

Exhibit D - Remedial Actions Taken and Remediation Schedule

- vi. Publish ESD Notice of Availability (local newspaper) - January 2010
- vii. Impose additional land use controls/restrictions if required - January to February 2010
- d. Remedy Design/Workplan (if required)
 - i. Draft Design (includes Operations and Maintenance Plan) – April 2010
 - ii. Regulator Comments on Draft Design – June 2010
 - iii. Draft Final Design – July 2010
 - iv. Regulator Comments on Draft Final Design – August 2010
 - v. Final Design – September 2010
- e. Remedy Construction (if required)
 - i. Start – October 2010
 - ii. Complete - January 2011
- f. Operation and Maintenance of Systems (if required) - assumes SVE and Groundwater Extraction
 - i. Operating Properly and Successfully (OPS) expected by 2012
 - ii. Operate SVE - until 2015
 - iii. Operate Groundwater Extraction - until 2020

* If determined that a ROD Amendment is required, schedule will be adjusted, in part due to additional time required for public participation requirements. Schedule adjustment will be coordinated with the BCT and subject to BCT approval.

2. **OU 1 Groundwater Plume.** Groundwater remediation is ongoing with operation of the EGETS and as planned for source control as described above. The EGETS is currently being evaluated for optimization.
- a. Draft Optimization Report to be submitted by June 2007 (Completed)
 - b. Final Optimization Report by September 2007
 - c. Based of Optimization Report, install monitoring wells to address any data gaps - October - December 2007
 - d. Continue monitoring and operating source control extractions wells and any new extraction wells as determined by Site 7 evaluation as described above.
 - e. Groundwater OPS expected by 2012

RECORDING REQUESTED BY:

March Joint Powers Authority
P.O. Box 7480
Moreno Valley, CA 92552
Attention: Marion Ashley, Chairman

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Region 4
5796 Corporate Ave
Cypress, CA 90630
Attention: John Scandura, Branch Chief
Southern California Operations Branch
Office of Military Facilities

DOC # 2007-0675899

11/06/2007 08:00A Fee:NC

Page 1 of 14

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Site 7, portion of Parcel D-1, former March Air Force Base, County of Riverside, DTSC Site Code 400090, 2007)

This Covenant and Agreement ("Covenant") is made by and between March Joint Powers Authority (the "Covenantor"), the current owner of Site 7, a portion of Parcel D-1 of the former March Air Force Base which is situated in Riverside, County of Riverside, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

C
043

DTSC

OCT 25 2007

CYPRESS

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, generally known as Site 7, a portion of Parcel D-1 and totaling approximately 24.51 acres, is located at the former March Air Force Base southeast of the runway area of the operational March Air Reserve Base, in the City of Moreno Valley, County of Riverside, State of California. The Air Force transferred the Property by grant of deed to the March Joint Powers Authority on *September 18*, 2007. The Property does not yet have an Assessor's Parcel Number ("APN") from the County of Riverside. Currently, no buildings exist at the Property. As part of Parcel D-1, the planned use for the Property is commercial. This Covenant applies to the Property only and does not apply to the rest of Parcel D-1.

1.02. Restricted Area — Site 7 – Former March Air Force Base Fire Training Area No. 2. In November 1989 the former March Air Force Base was placed on the United States Environmental Protection Agency's ("USEPA's") National Priority List ("NPL") of hazardous waste sites under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601-9675). The Property is located within the closed portion of the former March Air Force Base. The March Air Force Base Operable Unit 1 ("OU1") Record of Decision ("ROD"), dated December 1995, was approved by the Air Force, USEPA, Santa Ana Regional Water Quality Control Board, and the Department. The OU1 ROD states that between 1954 and 1978, fire training exercises were conducted at Site 7 in unlined training pits. Three distinct burn pits were identified and a portion of Site 7 may have been used for crash rescue training. Wastes used in training exercises reportedly included contaminated fuel, waste solids, and spent solvents. The OU1 ROD indicates that soil at Site 7 is impacted by dioxins (1,2,3,4,6,7,8-heptachlorodibenzo-p-dioxin, heptachlorinated dibenzo-p-dioxins, total, and hexachlorinated dibenzo-p-dioxins, total), beryllium, lead, and manganese. Detected maximum concentrations of these contaminants are 0.0013 milligrams per kilogram ("mg/kg") (heptachlorinated dibenzo-p-dioxins, total), 0.58 mg/kg (beryllium), 855 mg/kg (lead), and 449 mg/kg (manganese). The USEPA Region 9 residential preliminary remediation goals ("PRGs") for these chemicals provided in the OU1 ROD are 0.00038 mg/kg (heptachlorinated dibenzo-p-dioxins, total), 0.14 mg/kg, 130 mg/kg, and 380 mg/kg,

respectively.

During March 2007, the Air Force conducted a groundwater investigation at the Property and detected elevated levels of chlorinated solvents in groundwater. A maximum concentration of trichloroethene of 7,600 micrograms per liter ("ug/L") was detected at a depth of 55 feet below ground surface. This finding suggests that there may be potential indoor air risks for future residents and workers at the Property. This Covenant includes land use restrictions until further investigation at the Property demonstrates that contamination will not pose a threat to public health. Details of the restrictions are described in Article IV.

1.03. Site 7 Risk Assessment Information. The OU1 ROD states that the calculated incremental cancer risk from contaminated surface soils for a 30-year resident through ingestion and direct contact is 6 in one hundred thousand. The estimated Hazard Index for adults is 0.08. The OU1 ROD determined that no contaminants at Site 7 require remediation, based on industrial PRGs for beryllium and dioxins and on risk assessment of lead and manganese concentrations detected at the site. The OU1 ROD states that the Air Force will ensure that Site 7 is used appropriately in the future by implementing deed restrictions prohibiting residential land use. The Site 7 land use restrictions are described in Article IV of this Covenant.

ARTICLE II DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion of the Property no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. If the new owner's Property has been assigned APN(s), each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for the current Owner and all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's cost in administering the Covenant.

ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for human care.
- (c) A public or private school for persons under 18 years of age.
- (d) A day care center for children.

4.02. Prohibited Activities. The Owner shall not construct any enclosed building

or structure at Site 7 unless an engineered control (e.g., vapor barriers, specialized fan systems, or other related engineered controls) is constructed between the foundation and the soil surface that prevents potential soil vapor from entering the building or structure. The Owner shall obtain the Department's prior written approval of any construction plans for enclosed buildings or structures on the Property to ensure construction of an adequate engineered control.

4.03. Soil Management. (a) The Owner shall not conduct or allow others to conduct any activity that would result in the movement of soils from the Property. (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law. (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating at the Property.

4.04. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, soil sampling, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil or criminal actions.

ARTICLE VI

VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02. Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03. Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Riverside within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Marion Ashley, Chairman
March Joint Powers Authority
P.O. Box 7480
Moreno Valley, CA 92552

To Department: John Scandura, Branch Chief
Southern California Operations Branch
Office of Military Facilities
Department of Toxic Substances Control
5796 Corporate Ave
Cypress, CA 90630

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Statutory References. All statutory references include successor provisions.

7.07. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection and submit an Annual Inspection Report to the Department for its approval by January 15th of each year. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report (e.g., drive by, fly over, walk in, etc.) If violations are noted, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Department within ten (10) days of its original transmission.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

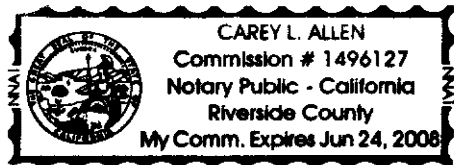
By: Marion Ashley
Title: Marion Ashley, Chairman
March Joint Powers Authority
Date: 9/19/07

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

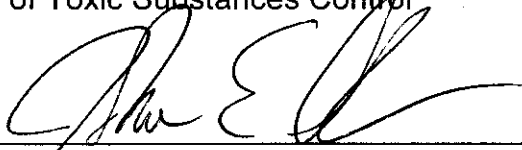
On this 19 day of September, in the year 2007, before me Carey L. Allen, a notary public, personally appeared Marion Ashley personally known to me to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/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.


Signature [Handwritten Signature]



Department of Toxic Substances Control

By: 


Title: John Scandura, Branch Chief
Office of Military Facilities
Southern California Operations Branch

Date: ~~Oct~~ Nov. 1, 2007


STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On this 1st day of November, in the year 2007, before me Deborah R. Saito, a notary public, personally appeared John Scandura personally known to me 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.

Signature 

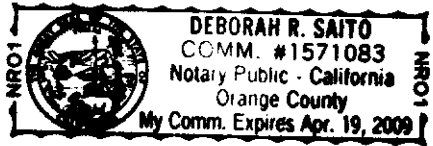


Exhibit A

A-1. Legal Description of Property

A-2. Engineering Survey Showing Property Boundaries

EXHIBIT A-1. Legal Description of Property

Installation Restoration Program (IRP) Site 7

That portion of Section 25, T3S, R4W, SBM in the County of Riverside, State of California, more particularly described as follows:

Commencing at the intersection of Heacock Street and Mariposa Avenue as shown on a plat recorded in Book 110 of Records of Survey, at pages 30-40, Official Records of Riverside County, California;

thence N 7°18'53" W a distance of 777.93 feet to a point lying 105.00 feet from and perpendicular to the centerline of Heacock Street as shown on said Record of Survey, said point being the **True Point of Beginning**;

thence N 89°33'28" W a distance of 955.00 feet;

thence N 0°26'32" E a distance of 920.00 feet;

thence S 89°33'28" E a distance of 535.00 feet;

thence N 0°26'32" E a distance of 450.00 feet;

thence S 89°33'28" E a distance of 420.00 feet;

thence S 0°26'32" W, along a line parallel with and 105.00 feet perpendicular from the centerline of Heacock Street, a distance of 1370.00 feet to the **True Point of Beginning**.

Containing an area of 1,067,600 ft² or 24.51 Acres more or less.

This description has been prepared by me for the purpose of describing an Environmentally Restrictive Area.



7 AUG 06

EXHIBIT A-2. Engineering Survey Showing Property Boundaries

Installation Restoration Program (IRP) Site 7

1,067,600 ft²

24.51 Acres

