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# **Appendix A-3**

## NOP Comments





**NATIVE AMERICAN HERITAGE COMMISSION**

**RECEIVED**

APR 12 2021

April 5, 2021

BY: MB

Jeffrey M. Smith  
March Joint Powers Authority  
14205 Meridian Parkway, Suite 140  
March Air Reserve Base, CA 92518

**Re: 2021040012, Meridian D-1 Gateway Aviation Center Project, Riverside County**

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Suite 100  
West Sacramento,  
California 95691  
(916) 373-3710  
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[NAHC.ca.gov](http://NAHC.ca.gov)

Dear Mr. Smith:

The Native American Heritage Commission (NAHC) has received the Notice of Preparation (NOP), Draft Environmental Impact Report (DEIR) or Early Consultation for the project referenced above. The California Environmental Quality Act (CEQA) (Pub. Resources Code §21000 et seq.), specifically Public Resources Code §21084.1, states that a project that may cause a substantial adverse change in the significance of a historical resource, is a project that may have a significant effect on the environment. (Pub. Resources Code § 21084.1; Cal. Code Regs., tit.14, §15064.5 (b) (CEQA Guidelines §15064.5 (b)). If there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment, an Environmental Impact Report (EIR) shall be prepared. (Pub. Resources Code §21080 (d); Cal. Code Regs., tit. 14, § 5064 subd.(a)(1) (CEQA Guidelines §15064 (a)(1)). In order to determine whether a project will cause a substantial adverse change in the significance of a historical resource, a lead agency will need to determine whether there are historical resources within the area of potential effect (APE).

CEQA was amended significantly in 2014. Assembly Bill 52 (Gatto, Chapter 532, Statutes of 2014) (AB 52) amended CEQA to create a separate category of cultural resources, "tribal cultural resources" (Pub. Resources Code §21074) and provides that a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment. (Pub. Resources Code §21084.2). Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource. (Pub. Resources Code §21084.3 (a)). **AB 52 applies to any project for which a notice of preparation, a notice of negative declaration, or a mitigated negative declaration is filed on or after July 1, 2015.** If your project involves the adoption of or amendment to a general plan or a specific plan, or the designation or proposed designation of open space, on or after March 1, 2005, it may also be subject to Senate Bill 18 (Burton, Chapter 905, Statutes of 2004) (SB 18). **Both SB 18 and AB 52 have tribal consultation requirements.** If your project is also subject to the federal National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (NEPA), the tribal consultation requirements of Section 106 of the National Historic Preservation Act of 1966 (154 U.S.C. 300101, 36 C.F.R. §800 et seq.) may also apply.

The NAHC recommends consultation with California Native American tribes that are traditionally and culturally affiliated with the geographic area of your proposed project as early as possible in order to avoid inadvertent discoveries of Native American human remains and best protect tribal cultural resources. Below is a brief summary of portions of AB 52 and SB 18 as well as the NAHC's recommendations for conducting cultural resources assessments.

**Consult your legal counsel about compliance with AB 52 and SB 18 as well as compliance with any other applicable laws.**

## AB 52

AB 52 has added to CEQA the additional requirements listed below, along with many other requirements:

- 1. Fourteen Day Period to Provide Notice of Completion of an Application/Decision to Undertake a Project:** Within fourteen (14) days of determining that an application for a project is complete or of a decision by a public agency to undertake a project, a lead agency shall provide formal notification to a designated contact of, or tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, to be accomplished by at least one written notice that includes:
  - a. A brief description of the project.
  - b. The lead agency contact information.
  - c. Notification that the California Native American tribe has 30 days to request consultation. (Pub. Resources Code §21080.3.1 (d)).
  - d. A "California Native American tribe" is defined as a Native American tribe located in California that is on the contact list maintained by the NAHC for the purposes of Chapter 905 of Statutes of 2004 (SB 18). (Pub. Resources Code §21073).
  
- 2. Begin Consultation Within 30 Days of Receiving a Tribe's Request for Consultation and Before Releasing a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report:** A lead agency shall begin the consultation process within 30 days of receiving a request for consultation from a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. (Pub. Resources Code §21080.3.1, subds. (d) and (e)) and prior to the release of a negative declaration, mitigated negative declaration or Environmental Impact Report. (Pub. Resources Code §21080.3.1(b)).
  - a. For purposes of AB 52, "consultation shall have the same meaning as provided in Gov. Code §65352.4 (SB 18). (Pub. Resources Code §21080.3.1 (b)).
  
- 3. Mandatory Topics of Consultation If Requested by a Tribe:** The following topics of consultation, if a tribe requests to discuss them, are mandatory topics of consultation:
  - a. Alternatives to the project.
  - b. Recommended mitigation measures.
  - c. Significant effects. (Pub. Resources Code §21080.3.2 (a)).
  
- 4. Discretionary Topics of Consultation:** The following topics are discretionary topics of consultation:
  - a. Type of environmental review necessary.
  - b. Significance of the tribal cultural resources.
  - c. Significance of the project's impacts on tribal cultural resources.
  - d. If necessary, project alternatives or appropriate measures for preservation or mitigation that the tribe may recommend to the lead agency. (Pub. Resources Code §21080.3.2 (a)).
  
- 5. Confidentiality of Information Submitted by a Tribe During the Environmental Review Process:** With some exceptions, any information, including but not limited to, the location, description, and use of tribal cultural resources submitted by a California Native American tribe during the environmental review process shall not be included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, consistent with Government Code §6254 (r) and §6254.10. Any information submitted by a California Native American tribe during the consultation or environmental review process shall be published in a confidential appendix to the environmental document unless the tribe that provided the information consents, in writing, to the disclosure of some or all of the information to the public. (Pub. Resources Code §21082.3 (c)(1)).
  
- 6. Discussion of Impacts to Tribal Cultural Resources in the Environmental Document:** If a project may have a significant impact on a tribal cultural resource, the lead agency's environmental document shall discuss both of the following:
  - a. Whether the proposed project has a significant impact on an identified tribal cultural resource.
  - b. Whether feasible alternatives or mitigation measures, including those measures that may be agreed to pursuant to Public Resources Code §21082.3, subdivision (a), avoid or substantially lessen the impact on the identified tribal cultural resource, (Pub. Resources Code §21082.3 (b)).

- 7. Conclusion of Consultation:** Consultation with a tribe shall be considered concluded when either of the following occurs:
- a. The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource; or
  - b. A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached. (Pub. Resources Code §21080.3.2 (b)).
- 8. Recommending Mitigation Measures Agreed Upon in Consultation in the Environmental Document:** Any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code §21080.3.2 shall be recommended for inclusion in the environmental document and in an adopted mitigation monitoring and reporting program, if determined to avoid or lessen the impact pursuant to Public Resources Code §21082.3, subdivision (b), paragraph 2, and shall be fully enforceable. (Pub. Resources Code §21082.3 (a)).
- 9. Required Consideration of Feasible Mitigation:** If mitigation measures recommended by the staff of the lead agency as a result of the consultation process are not included in the environmental document or if there are no agreed upon mitigation measures at the conclusion of consultation, or if consultation does not occur, and if substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource, the lead agency shall consider feasible mitigation pursuant to Public Resources Code §21084.3 (b). (Pub. Resources Code §21082.3 (e)).
- 10. Examples of Mitigation Measures That, If Feasible, May Be Considered to Avoid or Minimize Significant Adverse Impacts to Tribal Cultural Resources:**
- a. Avoidance and preservation of the resources in place, including, but not limited to:
    - i. Planning and construction to avoid the resources and protect the cultural and natural context.
    - ii. Planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.
  - b. Treating the resource with culturally appropriate dignity, taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:
    - i. Protecting the cultural character and integrity of the resource.
    - ii. Protecting the traditional use of the resource.
    - iii. Protecting the confidentiality of the resource.
  - c. Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.
  - d. Protecting the resource. (Pub. Resource Code §21084.3 (b)).
  - e. Please note that a federally recognized California Native American tribe or a non-federally recognized California Native American tribe that is on the contact list maintained by the NAHC to protect a California prehistoric, archaeological, cultural, spiritual, or ceremonial place may acquire and hold conservation easements if the conservation easement is voluntarily conveyed. (Civ. Code §815.3 (c)).
  - f. Please note that it is the policy of the state that Native American remains and associated grave artifacts shall be repatriated. (Pub. Resources Code §5097.991).
- 11. Prerequisites for Certifying an Environmental Impact Report or Adopting a Mitigated Negative Declaration or Negative Declaration with a Significant Impact on an Identified Tribal Cultural Resource:** An Environmental Impact Report may not be certified, nor may a mitigated negative declaration or a negative declaration be adopted unless one of the following occurs:
- a. The consultation process between the tribes and the lead agency has occurred as provided in Public Resources Code §21080.3.1 and §21080.3.2 and concluded pursuant to Public Resources Code §21080.3.2.
  - b. The tribe that requested consultation failed to provide comments to the lead agency or otherwise failed to engage in the consultation process.
  - c. The lead agency provided notice of the project to the tribe in compliance with Public Resources Code §21080.3.1 (d) and the tribe failed to request consultation within 30 days. (Pub. Resources Code §21082.3 (d)).

The NAHC's PowerPoint presentation titled, "Tribal Consultation Under AB 52: Requirements and Best Practices" may be found online at: [http://nahc.ca.gov/wp-content/uploads/2015/10/AB52TribalConsultation\\_CalEPAPDF.pdf](http://nahc.ca.gov/wp-content/uploads/2015/10/AB52TribalConsultation_CalEPAPDF.pdf)

## SB 18

SB 18 applies to local governments and requires local governments to contact, provide notice to, refer plans to, and consult with tribes prior to the adoption or amendment of a general plan or a specific plan, or the designation of open space. (Gov. Code §65352.3). Local governments should consult the Governor's Office of Planning and Research's "Tribal Consultation Guidelines," which can be found online at: [https://www.opr.ca.gov/docs/09\\_14\\_05\\_Updated\\_Guidelines\\_922.pdf](https://www.opr.ca.gov/docs/09_14_05_Updated_Guidelines_922.pdf).

Some of SB 18's provisions include:

1. **Tribal Consultation:** If a local government considers a proposal to adopt or amend a general plan or a specific plan, or to designate open space it is required to contact the appropriate tribes identified by the NAHC by requesting a "Tribal Consultation List." If a tribe, once contacted, requests consultation the local government must consult with the tribe on the plan proposal. **A tribe has 90 days from the date of receipt of notification to request consultation unless a shorter timeframe has been agreed to by the tribe.** (Gov. Code §65352.3 (a)(2)).
2. **No Statutory Time Limit on SB 18 Tribal Consultation.** There is no statutory time limit on SB 18 tribal consultation.
3. **Confidentiality:** Consistent with the guidelines developed and adopted by the Office of Planning and Research pursuant to Gov. Code §65040.2, the city or county shall protect the confidentiality of the information concerning the specific identity, location, character, and use of places, features and objects described in Public Resources Code §5097.9 and §5097.993 that are within the city's or county's jurisdiction. (Gov. Code §65352.3 (b)).
4. **Conclusion of SB 18 Tribal Consultation:** Consultation should be concluded at the point in which:
  - a. The parties to the consultation come to a mutual agreement concerning the appropriate measures for preservation or mitigation; or
  - b. Either the local government or the tribe, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached concerning the appropriate measures of preservation or mitigation. (Tribal Consultation Guidelines, Governor's Office of Planning and Research (2005) at p. 18).

Agencies should be aware that neither AB 52 nor SB 18 precludes agencies from initiating tribal consultation with tribes that are traditionally and culturally affiliated with their jurisdictions before the timeframes provided in AB 52 and SB 18. For that reason, we urge you to continue to request Native American Tribal Contact Lists and "Sacred Lands File" searches from the NAHC. The request forms can be found online at: <http://nahc.ca.gov/resources/forms/>.

### NAHC Recommendations for Cultural Resources Assessments

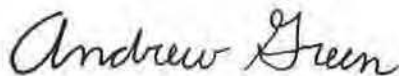
To adequately assess the existence and significance of tribal cultural resources and plan for avoidance, preservation in place, or barring both, mitigation of project-related impacts to tribal cultural resources, the NAHC recommends the following actions:

1. Contact the appropriate regional California Historical Research Information System (CHRIS) Center ([http://ohp.parks.ca.gov/?page\\_id=1068](http://ohp.parks.ca.gov/?page_id=1068)) for an archaeological records search. The records search will determine:
  - a. If part or all of the APE has been previously surveyed for cultural resources.
  - b. If any known cultural resources have already been recorded on or adjacent to the APE.
  - c. If the probability is low, moderate, or high that cultural resources are located in the APE.
  - d. If a survey is required to determine whether previously unrecorded cultural resources are present.
2. If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.
  - a. The final report containing site forms, site significance, and mitigation measures should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum and not be made available for public disclosure.
  - b. The final written report should be submitted within 3 months after work has been completed to the appropriate regional CHRIS center.

3. Contact the NAHC for:
  - a. A Sacred Lands File search. Remember that tribes do not always record their sacred sites in the Sacred Lands File, nor are they required to do so. A Sacred Lands File search is not a substitute for consultation with tribes that are traditionally and culturally affiliated with the geographic area of the project's APE.
  - b. A Native American Tribal Consultation List of appropriate tribes for consultation concerning the project site and to assist in planning for avoidance, preservation in place, or, failing both, mitigation measures.
  
4. Remember that the lack of surface evidence of archaeological resources (including tribal cultural resources) does not preclude their subsurface existence.
  - a. Lead agencies should include in their mitigation and monitoring reporting program plan provisions for the identification and evaluation of inadvertently discovered archaeological resources per Cal. Code Regs., tit. 14, §15064.5(f) (CEQA Guidelines §15064.5(f)). In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American with knowledge of cultural resources should monitor all ground-disturbing activities.
  - b. Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the disposition of recovered cultural items that are not burial associated in consultation with culturally affiliated Native Americans.
  - c. Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the treatment and disposition of inadvertently discovered Native American human remains. Health and Safety Code §7050.5, Public Resources Code §5097.98, and Cal. Code Regs., tit. 14, §15064.5, subdivisions (d) and (e) (CEQA Guidelines §15064.5, subs. (d) and (e)) address the processes to be followed in the event of an inadvertent discovery of any Native American human remains and associated grave goods in a location other than a dedicated cemetery.

If you have any questions or need additional information, please contact me at my email address:  
[Andrew.Green@nahc.ca.gov](mailto:Andrew.Green@nahc.ca.gov).

Sincerely,



Andrew Green  
Cultural Resources Analyst

cc: State Clearinghouse







**DEPARTMENT OF THE AIR FORCE  
AIR FORCE CIVIL ENGINEER CENTER  
JOINT BASE SAN ANTONIO LACKLAND TEXAS**

14 Apr 2021

AFCEC/CIB  
2261 Hughes Avenue, Ste 155  
JBSA Lackland, TX 78236-9853

Dr. Danielle Kelly  
Executive Director  
March Joint Powers Authority MJPA  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518

**RECEIVED**

APR 20 2021

BY: 

**RE: Notice of Preparation (NOP) for a Draft Environmental Impact Report (EIR) for the Meridian D1-Gateway Aviation Center Project, Riverside, California.**

**Dear Dr. Kelly:**

In response to the subject NOP received on March 31, 2021 (see Attachment 1), the Air Force hereby submits its notice regarding the scope of the proposed project. A significant portion of the proposed project site is located on former Air Force property subject to restrictions on disturbance. These restrictions are associated with parcel D-1 and includes portions of Site FT007 (Site 7), a former fire training and disposal/burn pit area, which is currently undergoing Air Force soil and groundwater remediation efforts.

On September 18, 2007 parcel D-1 was transferred to the MJPA using a quitclaim deed with environmental restrictions (see Attachment 2). MJPA must strictly comply with the environmental restrictive covenants cited in subparagraph VII.B of the deed. Because the deed requires Air Force approval of any actions affecting the restrictions, we request MJPA initiate contact with the Air Force to discuss elements of the project relative to the deed restrictions. The deed (paragraph VII.E.) does provide that MJPA may perform actions at its sole cost and expense to seek modification or release of specific deed restrictions if necessary to execute the project. Any such modification or release must be approved by the Air Force, US EPA and State agencies. During the preparation of the draft EIR, these restrictions must be addressed in site planning and all future field work occurring on parcel D-1.

The following restrictions/covenants applicable to parcel D-1 are especially critical to the area referred to as Site 7 in the deed.

1. Do not conduct or allow others to conduct any activity that would result in movement of soils from Site 7.

2. Notifying the Air Force, and state and federal regulators at least thirty (30) days prior to construction of any building at Site 7. Such buildings will be constructed with engineering controls to mitigate vapor intrusion risks.
3. Ensure no disruption of required environmental remedies, responses, and associated oversight at Site 7, as well as no damaging of remedial systems or associated infrastructure (e.g., groundwater monitoring wells) or engaging in any project activities that would hinder access to such systems or infrastructure.

Failure to strictly comply with these restrictions may result to unacceptable risks to human health and the environment subject to enforcement. The Air Force looks forward to continued collaboration with MJPA to address the environmental impact challenges posed by the Meridian D1-Gateway Aviation Center Project.

The point of contact for the former MAFB is Mr. Robert Estrada, Jr. He may be contacted at 210-544-6396 or at [robert.estrada@us.af.mil](mailto:robert.estrada@us.af.mil).

Sincerely,



STEPHEN G. TERMAATH, GS-15, DAF  
Chief, BRAC Program Management Division  
Installations Division

2 Attachments:

1. MJPA NOP/Notice of Scoping Meeting for a Draft EIR for the Meridian D1-Gateway Aviation Center Project, Riverside, California, dated March 31, 2021
2. Quitclaim Deed, CERCLA 120(h) Notices, Covenants, and Environmental Restrictions (Parcel D-1, Former March AFB)

cc:

452 MSG/CC, MARB (Col Rodney McCraine)  
452 MSG/CE, MARB (Mr. Douglas Waters)  
EPA Region 9 (Charnjit Bhullar)  
Santa Ana RWQCB (Patricia Hannon)  
California DTSC (Stephen Niou)



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## MARCH JOINT POWERS AUTHORITY

14205 Meridian Parkway, Suite 140 | Riverside, CA | 92518  
(951) 656-7000 | Fax (951) 653-5558 | WEBSITE: [www.marchjpa.com](http://www.marchjpa.com) | E-MAIL: [info@marchjpa.com](mailto:info@marchjpa.com)

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### NOTICE OF PREPARATION / NOTICE OF SCOPING MEETING FOR A DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE MERIDIAN D1-GATEWAY AVIATION CENTER PROJECT, RIVERSIDE, CALIFORNIA

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<b>DATE:</b>	<b>March 31, 2021</b>
<b>TO:</b>	Responsible Agencies, Trustee Agencies, Interested Parties
<b>FROM:</b>	March Joint Powers Authority
<b>SUBJECT:</b>	Notice of Preparation / Notice of Scoping Meeting for a Draft Environmental Impact Report for the Meridian D1-Gateway Aviation Center Project, Riverside, California
<b>PROJECT TITLE:</b>	Meridian D1-Gateway Aviation Center Project
<b>PROJECT APPLICANT:</b>	Meridian Park D1, LLC

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#### **INTRODUCTION**

The March Joint Powers Authority (March JPA) will be the Lead Agency, pursuant to the California Environmental Quality Act, and will prepare an Draft Environmental Impact Report (EIR) for the proposed **Meridian D1-Gateway Aviation Center Project** (Project) identified below. Through this Notice of Preparation (NOP), we are seeking your input regarding the scope and content of the environmental information which is germane to agency statutory responsibilities and public interests. Agencies receiving this NOP may use the Draft EIR prepared when considering permits or other approvals for the proposed Project.

The **Initial Study**, prepared for the proposed Project, which outlines the issues that the March JPA has determined will be addressed in the forthcoming EIR, **is not attached, but can be downloaded at:** <https://www.marchjpa.com/planning.php>.

#### **PUBLIC SCOPING MEETING**

The Project meets the criteria for a Scoping Meeting. The March JPA will hold a **Public Scoping Meeting, to be held via teleconference only on Wednesday, April 14, 2021, 6:00 pm – 7:00 pm**. In an effort to protect public health and prevent the spread of Covid-19 (Coronavirus) and enable social distancing, the MJPJA encourages members of the public to watch the meeting remotely and not to attend the Scoping Meeting in person. If you would like remote access to view the Meeting, please email the Clerk at [camargo@marchjpa.com](mailto:camargo@marchjpa.com) by 3:00 pm on Wednesday, April 14, 2021 and we will provide remote access instructions.

Members of the public who wish to attend in person must be wearing a mask and enter at the south door of the Western Municipal Water District/March JPA Building. Please note that the Commission Board Room is not available for the Meeting. Therefore members of the public will be escorted and accommodated in the Authority's Conference Room, where space is limited. With space limited, we strongly encourage members of the public to utilize the remote access approach described above or to simply provide comment on items of interest in the following ways:

1. Comments and contact information can be emailed to [camargo@marchjpa.com](mailto:camargo@marchjpa.com) by 3:00 pm on the day of the scheduled Scoping Meeting to be included in the written record; or
2. A request to speak can be emailed to [camargo@marchjpa.com](mailto:camargo@marchjpa.com) and the Clerk will place a phone call to the commenter and allow them to speak via speaker phone during the live meeting for up to three minutes.

Only one person at a time may speak by telephone and only after being recognized by the Principal Planner. Please be mindful that the teleconference will be recorded as any other meeting is recorded, and all other rules of procedure and decorum will apply when addressing the commission by teleconference finally, it is requested that any member of the public attending while on the teleconference to have his/her/their phone set on "Mute" to eliminate background noise or other interference.

**To Join the Meridian D1 – Gateway Aviation Center Public Scoping Meeting via Zoom:**

<https://us02web.zoom.us/j/82094559760?pwd=a1RyYzYvNEFmSEg0VWJlYkMwVW8yQT09>

Meeting ID: 820 9455 9760 Passcode: 14205

One tap mobile (from mobile or electronic device): +1 669 900 6833 US (San Jose), +1 253 215 8782 US (Tacoma)

**NOP REVIEW/COMMENT PERIOD**

The thirty-day, public review/comment period starts on Wednesday, March 31, 2021 and ends on Thursday, April 29, 2021. Due to the time limits mandated by State law, **your response on the NOP/Initial Study is due no later than the close of the review/comment period, 5:00 pm, Thursday, April 29, 2021.** The March JPA, however, would appreciate your response at the earliest possible date. Please send your written comments to Jeffrey Smith, AICP, Principal Planner, at the address shown above or email [smith@marchjpa.com](mailto:smith@marchjpa.com), with "Meridian D1-Gateway Aviation Center - Project EIR" in the subject heading. Public agencies providing comments are asked to include a contact person for their agency.

**PROJECT LOCATION**

The Meridian D-1 Gateway Aviation Center (Project) site consists of approximately 64 acres within March JPA land use jurisdiction. In addition, the Project includes an off-site component consisting of approximately 23 acres within March Air Reserve Base (March ARB), and less than one acre within public right-of-way. In total, the Project area consists of approximately 88 acres (Project area). The Project site is located in the southeastern portion of the March JPA planning area, west of Heacock Street, and southwest of the intersection of Heacock Street and Krameria Avenue (refer to Figure 1, Project Location, included with this Notice). The eastern boundary of the Project site abuts Heacock Street, and extends west to the existing airport tarmac/taxiway within March ARB. The southern boundary abuts existing warehouse operations, while the northern boundary abuts the March ARB Fire Department facility. Interstate 215 (I-215) is located approximately one mile west of the Project site.

**PROJECT DESCRIPTION**

The proposed Project consists of two development components, the Air Cargo Center Component and the Off-Site Component. The Air Cargo Center Component would include development of a gateway air cargo center, including the construction of an approximate 201,200-square-foot cargo building with 9 grade-level loading doors, 42 truck dock positions, 90 trailer storage positions, and 214 employee parking stalls. The Air Cargo Center Component would also include development of an approximate 69,620-square-foot maintenance building with grade-level loading door

access and 42 employee parking stalls. Additionally, the Project would construct a parking apron sized to accommodate commercial cargo airplanes, and would provide an expansion of the existing taxiway/tarmac to accommodate aircraft access to the cargo building. The proposed development layout for the Air Cargo Center Component is shown in Figure 2, included with this Notice. The Off-Site Component of the Project would include construction of features on land owned by March ARB, as well as work within the public right-of-way along Heacock Street. Work to be completed within March ARB would occur within six work areas, as described in the Initial Study project description and shown on Figure 5 of the Initial Study.

The proposed Project would also include the construction of various utility improvements within the site, including water, wastewater, natural gas, and electrical facilities, as well as stormwater facilities and an underground detention basin. The proposed Project would remove an existing security fence and construct a new security fence around the northerner and southern boundary of the Project site, and a tilt-up screenwall along the eastern boundary of the site. Vehicular access to the site would occur at a new signalized entrance along Heacock Street, aligned with the existing Lowe's distribution facility entrance.

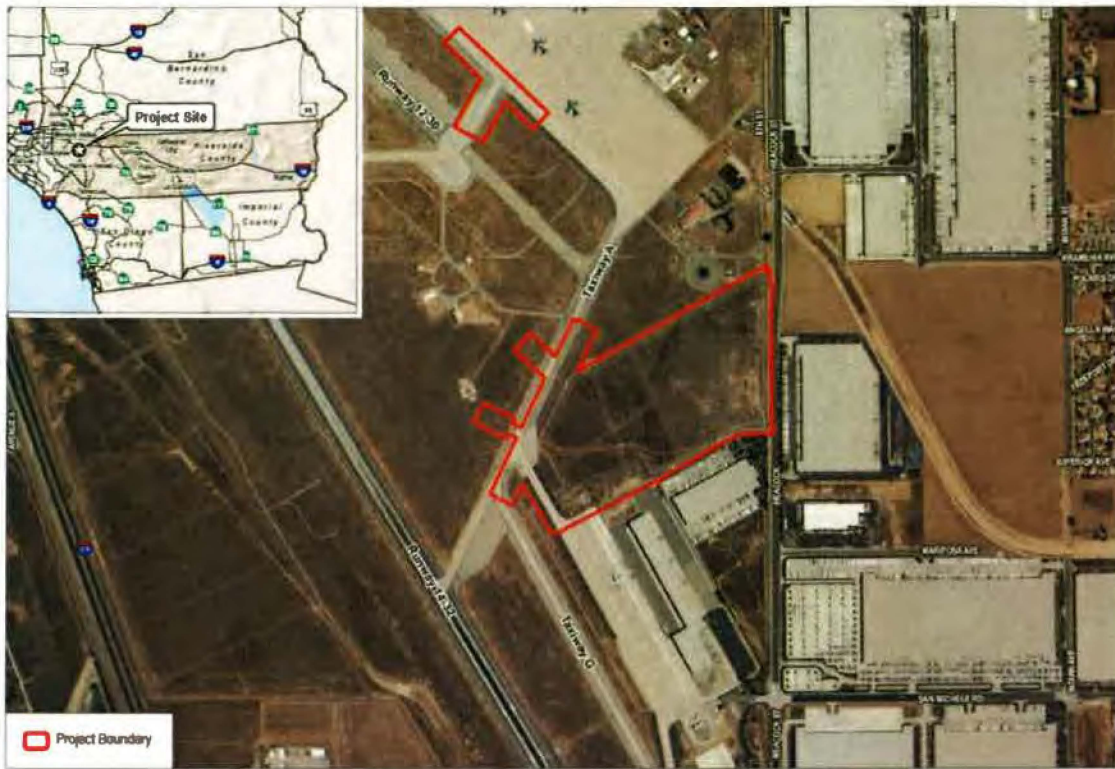
Once constructed, the Project is anticipated to average 17 flights per day, with operations occurring 6 days a week. The air freight cargo would be transferred from the planes to the cargo building, where the cargo would be placed onto trucks and conveyed to distribution centers; this process would also occur in reverse, from a distribution center to the cargo building. The maintenance building would provide mobile maintenance for planes and trucks. The following approvals would be required for the proposed Project:

- **Zoning Designation:** The Project site has not been assigned a zoning designation; therefore, to be consistent with the current General Plan land use designations of Aviation (AV), the proposed Project is requesting a zoning designation of Aviation (AV) for the approximate 64-acre Project site.
- **Plot Plan:** A plot plan approval is required to construct the Project. Refer to Project Description above.

#### **CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY HAZARDOUS WASTE LIST**

The Project site is identified within the State Water Resources Control Board GeoTracker Database as a Military Cleanup Site. The Project site is identified within the Department of Toxic Substance Control EnviroStor database as being located adjacent to a Federal Superfund site per the California Hazardous Waste and Substances Sites (Cortese) List. The Military Cleanup Site is identified as Site FT007 (Site 7), a former fire training and disposal/burn pit area. An overlay of Site 7 within the Project site is shown on Figure 6 of the Initial Study.

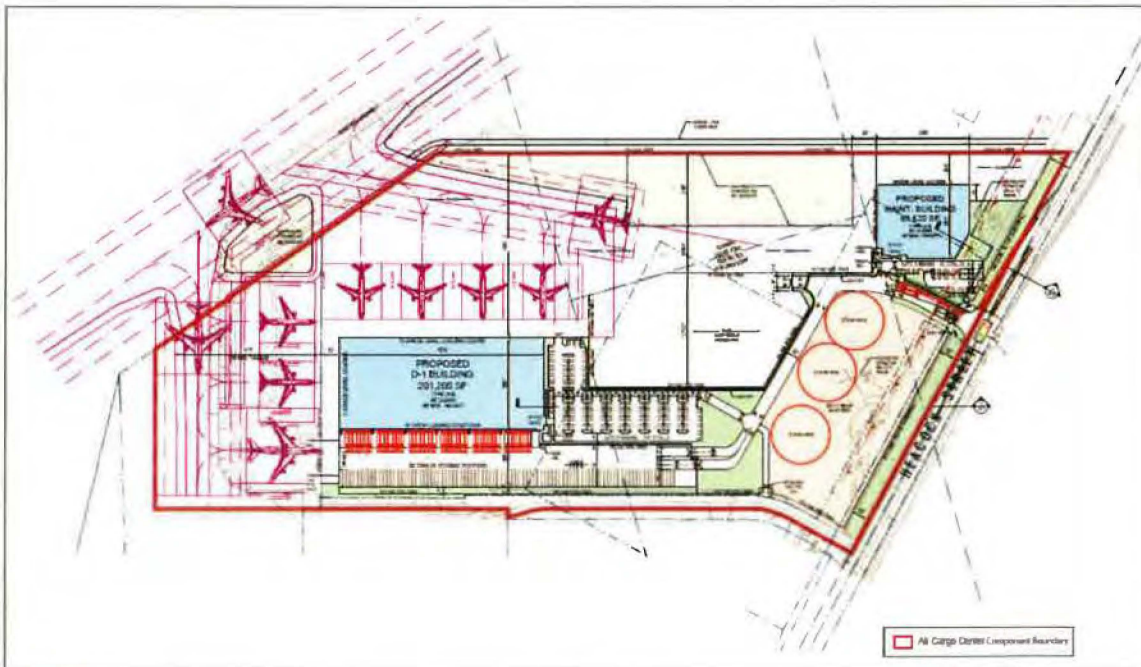
Please contact Jeffrey Smith, AICP, Principal Planner, March Joint Powers Authority, at (951) 656-7000, or by email at [smith@marchjpa.com](mailto:smith@marchjpa.com), should you have any questions regarding this notice. If you require special accommodations during your attendance at the Scoping Meeting, please contact Carey Allen, Office Manager, March Joint Powers Authority, at (951) 656-7000, or by email at [allen@marchjpa.com](mailto:allen@marchjpa.com), at least 24 hours in advance of the meeting time. Thank you.



SOURCE: Bing Maps, GISD, LPC Engineering 2020



**Figure 1**  
Meridian D1-Gateway Aviation Center  
Project Location



**Figure 2**  
Meridian D1-Gateway Aviation Center  
Site Plan / Development Layout - Air Cargo Center Component

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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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 18<sup>th</sup> 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

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the day and year first above written.

THE UNITED STATES OF AMERICA

By: Philip H Mook, Jr  
PHILIP H. MOOK, JR  
Senior Representative  
Air Force Real Property Agency

ACKNOWLEDGMENT

STATE OF CALIFORNIA :

SS:

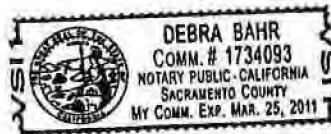
COUNTY OF SACRAMENTO :

On 18 Sep 07 before me, Debra Bahr, Notary Public,  
(Name, Title of Officer)

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

WITNESS my hand and official seal.

DBaA  
(Signature of Notary Public)



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 Asley

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,

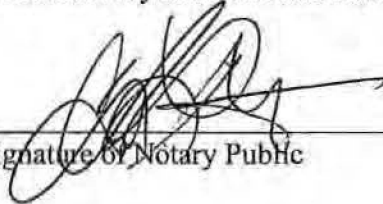
personally known to me

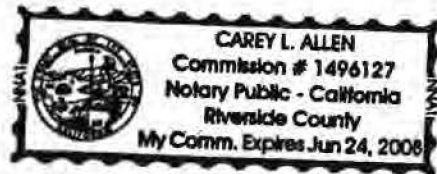
or

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

Exhibit A

RECORD OF SURVEY

SHOWING A PORTION OF SECTIONS 18, 14, 16, 18, 17, 21, 23, 25, 24, 26, 28, 27, 29, 31, 29, 24, 26 AND 28  
TOWARDS & BETWEEN, BLOSSOM & VENTURA RAIL BROADGUAGE RAILROAD AND MARCH

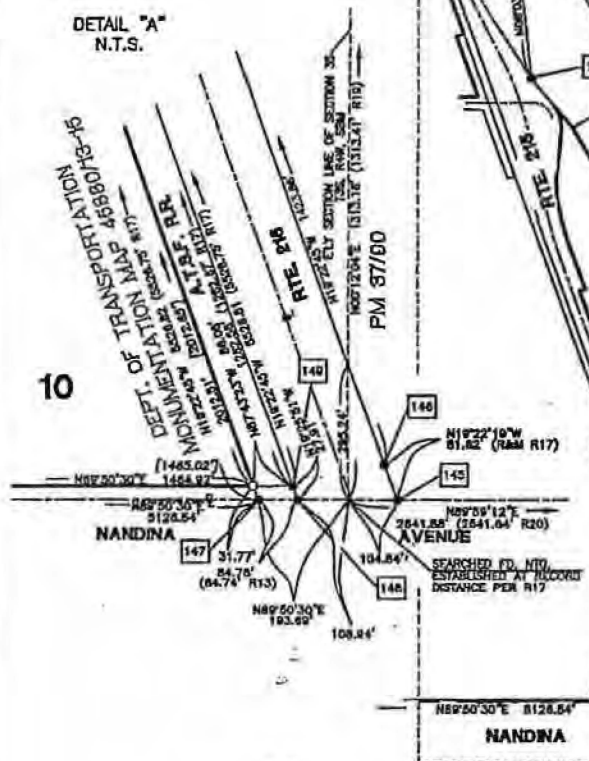
PSOMAS WALTER A. SHEEK PL# 4838

DATE OF SURVEY: SEPTEMBER-OCTOBER 2000

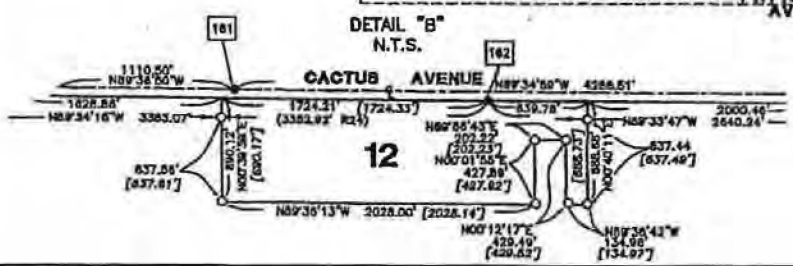
**SURVEYOR'S NOTE:**

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.0007058. ALL RECORD DISTANCES HAVE BEEN ADJUSTED TO GRID DISTANCES USING THE ABOVE COMBINATION FACTOR. DISTANCES SHOWN IN BRACKETS [345.74] HAVE BEEN ADJUSTED TO GROUND DISTANCES USING THE ABOVE COMBINATION FACTOR.

**DETAIL "A"**  
N.T.S.

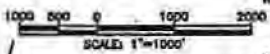


**DETAIL "B"**  
N.T.S.



**SURVEYOR NOTES:**

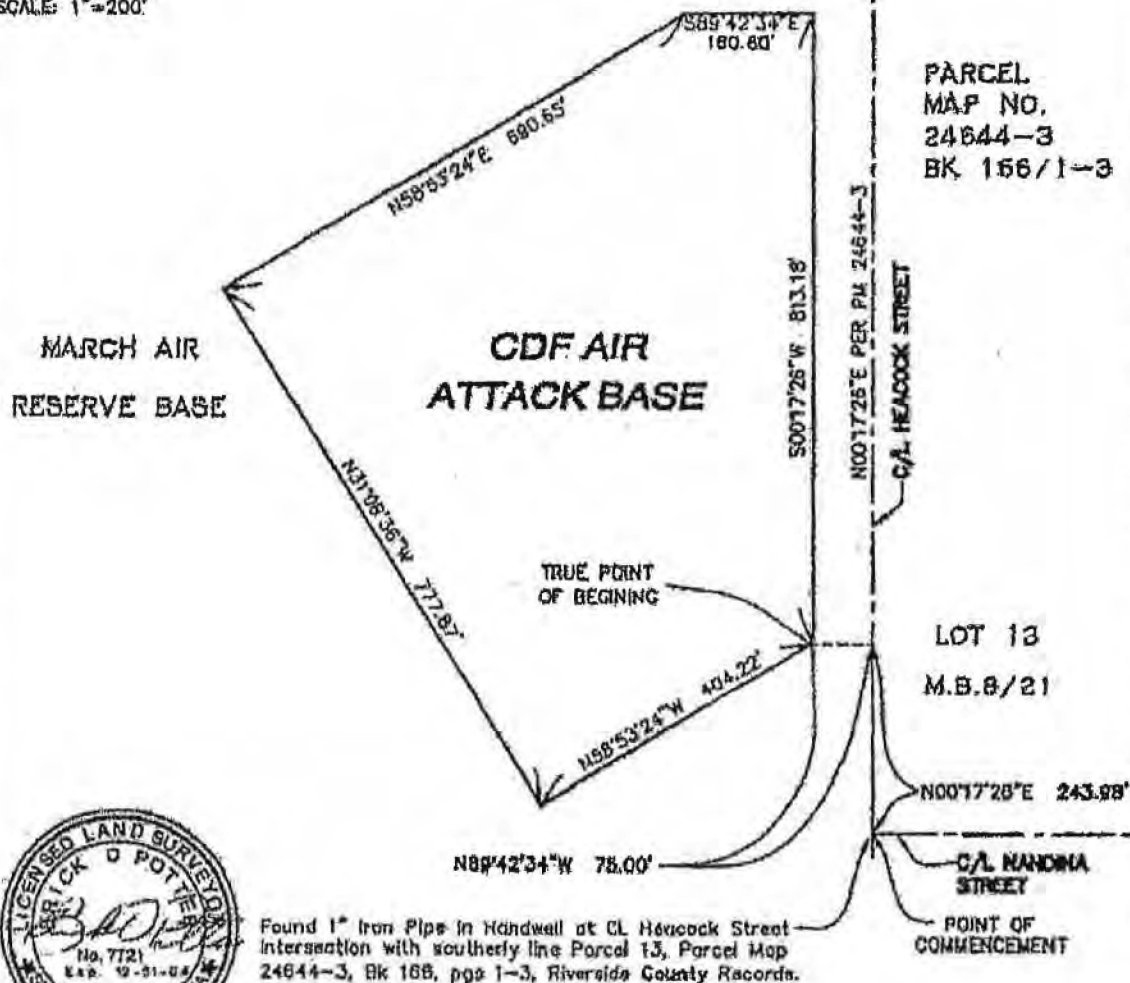
- SET 1" WITH PLASTIC PLUG FLUSH TO 4838 UNLESS NOTED OTHERWISE
- FOUND MONUMENTATION AS NOTED SEE SHEET 11 OF 11 FOR DESCRIPTION
- R17= RECORD DISTANCE PER CALIF. DEPT. OF TRANSPORTATION MONUMENTATION MAP No. 453860-13 (RV. CO. MAP 206-234)
- R18= RECORD DISTANCE PER CALIF. DEPT. OF TRANSPORTATION MONUMENTATION MAP No. 453860-14 (RV. CO. MAP 206-238)
- R19= RECORD DISTANCE PER CALIF. DEPT. OF TRANSPORTATION MONUMENTATION MAP No. 453860-18 (RV. CO. MAP 206-250)
- 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 108/87
- R24= RECORD DISTANCE PER CALIF. DEPT. OF TRANSPORTATION MONUMENTATION MAP No. 438671-4 (RV. CO. MAP 205-200)
- R25= RECORD DISTANCE PER RECORD OF SURVEY RS 12/73
- R26= RECORD DISTANCE PER RECORD OF SURVEY RS 86/85
- P = IRON PIPE
- FD = FOUND
- NTD = NOTHING DIST. = DISTANCE
- PROF. = PROPORTIONATE
- M = MEASUREMENT AND MEASURED
- N.T.S. = NOT TO SCALE
- EXISTING CHAIN LINK FENCE



# Exhibit A

Excepted from Parcel D-1

SCALE: 1" = 200'



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

MARCH AIR  
RESERVE BASE

**CDF AIR  
ATTACK BASE**

TRUE POINT  
OF BEGINNING

LOT 13  
M.B. 8/21



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

POINT OF  
COMMENCEMENT



**EPIC ENGINEERS**  
CIVIL ENGINEERING LAND SURVEYING  
PLANNING CONSTRUCTION MANAGEMENT  
101 E. REDLANDS BOULEVARD  
SUITE 146 TELE: 909-792-6069  
REDLANDS, CA 92373 FAX: 909-792-6869

Exhibit A

K.O.	38.03
BY	THW
DATE	06/16/03
SCALE	1" = 200'
PAGE	1 OF 1



2003-574188  
87/31/2003 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 ft<sup>2</sup> 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 ft<sup>2</sup>  
24.51 Acres

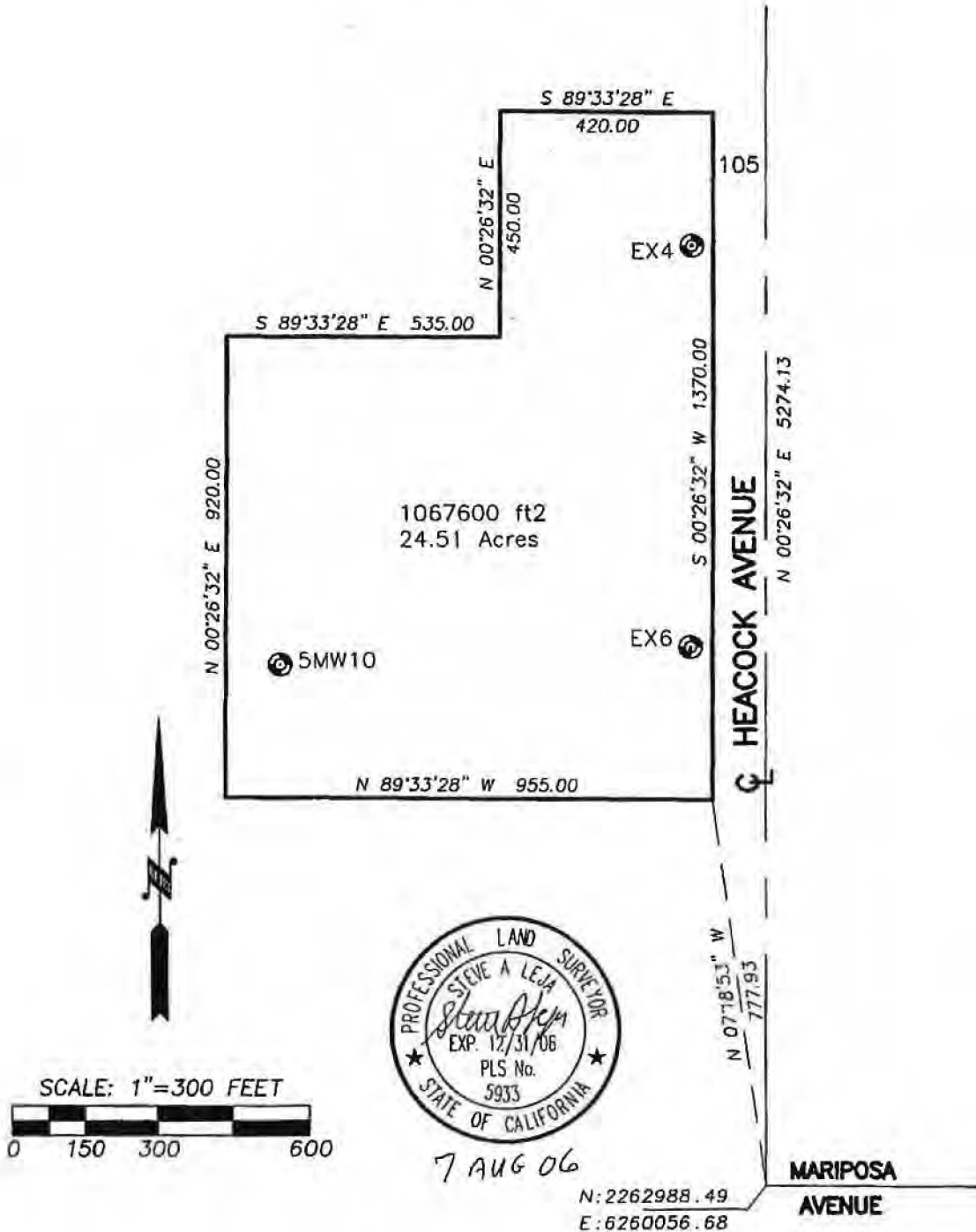




Exhibit D - Remedial Actions Taken and Remediation Schedule

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 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 on Optimization Report, install monitoring wells to address any data gaps - October - December 2007
  - d. Continue monitoring and operating source control extraction wells and any new extraction wells as determined by Site 7 evaluation as described above.
  - e. Groundwater OPS expected by 2012



# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

SENT VIA E-MAIL:

[smith@marchjpa.com](mailto:smith@marchjpa.com)

Jeffrey Smith, AICP, Principal Planner  
March Joint Powers Authority  
14205 Meridian Parkway, Suite 140  
Riverside, California 92518

RECEIVED

April 20, 2021

APR 20 2021

BY:

## Notice of Preparation of a Draft Environmental Impact Report for the Meridian DI-Gateway Aviation Center Project (Proposed Project)

South Coast Air Quality Management District (South Coast AQMD) staff appreciates the opportunity to comment on the above-mentioned document. Our comments are recommendations on the analysis of potential air quality impacts from the Proposed Project that should be included in the Draft Environmental Impact Report (EIR). Please send a copy of the Draft EIR upon its completion and public release directly to South Coast AQMD as copies of the Draft EIR submitted to the State Clearinghouse are not forwarded. **In addition, please send all appendices and technical documents related to the air quality, health risk, and greenhouse gas analyses and electronic versions of all emission calculation spreadsheets, and air quality modeling and health risk assessment input and output files (not PDF files). Any delays in providing all supporting documentation for our review will require additional review time beyond the end of the comment period.**

### CEQA Air Quality Analysis

Staff recommends that the Lead Agency use South Coast AQMD's CEQA Air Quality Handbook and website<sup>1</sup> as guidance when preparing the air quality and greenhouse gas analyses. It is also recommended that the Lead Agency use the CalEEMod<sup>2</sup> land use emissions software, which can estimate pollutant emissions from typical land use development and is the only software model maintained by the California Air Pollution Control Officers Association.

South Coast AQMD has developed both regional and localized significance thresholds. South Coast AQMD staff recommends that the Lead Agency quantify criteria pollutant emissions and compare the emissions to South Coast AQMD's CEQA regional pollutant emissions significance thresholds<sup>3</sup> and localized significance thresholds (LSTs)<sup>4</sup> to determine the Proposed Project's air quality impacts. The localized analysis can be conducted by either using the LST screening tables or performing dispersion modeling.

The Lead Agency should identify any potential adverse air quality impacts that could occur from all phases of the Proposed Project and all air pollutant sources related to the Proposed Project. Air quality impacts from both construction (including demolition, if any) and operations should be calculated. Construction-related air quality impacts typically include, but are not limited to, emissions from the use of heavy-duty equipment from grading, earth-loading/unloading, paving, architectural coatings, off-road mobile sources (e.g., heavy-duty construction equipment) and on-road mobile sources (e.g., construction worker vehicle trips, material transport trips, and hauling trips). Operation-related air quality impacts may include, but are not limited to, emissions from stationary sources (e.g., boilers and air pollution control devices), area sources (e.g., solvents and coatings), and

<sup>1</sup> South Coast AQMD's CEQA Handbook and other resources for preparing air quality analyses can be found at: <http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook>.

<sup>2</sup> CalEEMod is available free of charge at: [www.caleemod.com](http://www.caleemod.com).

<sup>3</sup> South Coast AQMD's CEQA regional pollutant emissions significance thresholds can be found at: <http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf>.

<sup>4</sup> South Coast AQMD's guidance for performing a localized air quality analysis can be found at: <http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/localized-significance-thresholds>.

vehicular trips (e.g., on- and off-road tailpipe emissions and entrained dust). Air quality impacts from indirect sources, such as sources that generate or attract vehicular trips, should be included in the analysis. Furthermore, emissions from the overlapping construction and operational activities should be combined and compared to South Coast AQMD's regional air quality CEQA *operational* thresholds to determine the level of significance.

If the Proposed Project generates diesel emissions from long-term construction or attracts diesel-fueled vehicular trips, especially heavy-duty diesel-fueled vehicles, it is recommended that the Lead Agency perform a mobile source health risk assessment<sup>5</sup>.

In the event that implementation of the Proposed Project requires a permit from South Coast AQMD, South Coast AQMD should be identified as a Responsible Agency for the Proposed Project in the Draft EIR. The assumptions in the air quality analysis in the EIR will be the basis for evaluating the permit under CEQA and imposing permit conditions and limits. Questions on permits should be directed to South Coast AQMD's Engineering and Permitting staff at (909) 396-3385.

The California Air Resources Board's (CARB) *Air Quality and Land Use Handbook: A Community Health Perspective*<sup>6</sup> is a general reference guide for evaluating and reducing air pollution impacts associated with new projects that go through the land use decision-making process with additional guidance on strategies to reduce air pollution exposure near high-volume roadways available in CARB's technical advisory<sup>7</sup>.

#### **Mitigation Measures**

In the event that the Proposed Project results in significant adverse air quality impacts, CEQA requires that all feasible mitigation measures that go beyond what is required by law be utilized to minimize these impacts. Any impacts resulting from mitigation measures must also be analyzed. Several resources to assist the Lead Agency with identifying potential mitigation measures for the Proposed Project include South Coast AQMD's CEQA Air Quality Handbook<sup>1</sup>, South Coast AQMD's Mitigation Monitoring and Reporting Plan for the 2016 Air Quality Management Plan<sup>8</sup>, and Southern California Association of Government's Mitigation Monitoring and Reporting Plan for the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy<sup>9</sup>.

South Coast AQMD staff is available to work with the Lead Agency to ensure that air quality, greenhouse gas, and health risk impacts from the Proposed Project are accurately evaluated and mitigated where feasible. If you have any questions regarding this letter, please contact me at [lsun@aqmd.gov](mailto:lsun@aqmd.gov).

Sincerely,

*Lijin Sun*

Lijin Sun, J.D.

Program Supervisor, CEQA IGR

Planning, Rule Development & Area Sources

LS  
RVC210401-14  
Control Number

<sup>5</sup> South Coast AQMD's guidance for performing a mobile source health risk assessment can be found at: <http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mobile-source-toxics-analysis>.

<sup>6</sup> CARB's *Air Quality and Land Use Handbook: A Community Health Perspective* can be found at: <http://www.arb.ca.gov/ch/handbook.pdf>.

<sup>7</sup> CARB's technical advisory can be found at: <https://www.arb.ca.gov/ch/landuse.htm>.

<sup>8</sup> South Coast AQMD's 2016 Air Quality Management Plan can be found at: <http://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2017/2017-mar3-035.pdf> (starting on page 86).

<sup>9</sup> Southern California Association of Governments' 2020-2045 RTP/SCS can be found at: [https://www.connectsocial.org/Documents/PEIR/certified/Exhibit-A\\_ConnectSoCal\\_PEIR.pdf](https://www.connectsocial.org/Documents/PEIR/certified/Exhibit-A_ConnectSoCal_PEIR.pdf).

**Jeff Smith**

---

**From:** Kim, Kristine <KAKim@RIVCO.ORG>  
**Sent:** Tuesday, April 20, 2021 1:22 PM  
**To:** Jeff Smith  
**Subject:** Meridian D1-Gateway Aviation Project  
**Attachments:** Contracted City Planning Review Fees July 2020.pdf

RECEIVED

APR 20 2021

BY: 

Dear Mr. Smith,

March Joint Powers Authority is responsible for implementing the requirements of CEQA<sup>[1]</sup> for planning projects within their jurisdiction. To ensure compliance with CEQA<sup>[2]</sup>, March Joint Powers Authority Planners distribute projects to the appropriate Agencies/Departments for review by staff with the specific knowledge and experience to evaluate projects for compliance with State and Local laws/regulations specific to their department and areas of expertise.

Proper review of proposed projects by appropriate staff ensures compliance with state and local laws and regulations as well as provides protection for the citizens of Riverside County and the environment from potential adverse effects of a project.

Based on the project description, DEH has the following comments:

REVIEW FEES

Please refer to the attached "Environmental Health Review Fees" Tier chart for the appropriate fees. The minimum initial deposit shall be \$1337.00. Additional fees may be required depending on time spent on the project. These fees will need to be collected prior to this Department issuing a final project comments letter.

WATER AND WASTEWATER:

Provide information about water source and sanitary sewer service. Include supporting documentation if service is being established from a municipal purveyor.

ENVIRONMENTAL CLEANUPS PROGRAM (ECP)

The Department of Environmental Health Environmental Cleanup Programs (ECP) conducts environmental reviews on planning projects to ensure that existing site conditions will not negatively affect human health or the environment. The intent of the environmental reviews is: to determine if there are potential sources of environmental and/or human exposures associated with the project, identify the significance of potential adverse effects from the contaminants, and evaluate the adequacy of mitigation measures for minimizing exposures and potential adverse effects from existing contamination and/or hazardous substance handling.

Should you have any questions regarding this letter, please contact me at (951) 955-8980.

Sincerely,





*Kristine Kim*

Supervising Environmental Health Specialist  
Riverside County Department of Environmental Health  
Environmental Cleanup Program  
3880 Lemon Street Suite 200, Riverside CA 92501  
Phone #: 951-955-8980  
Fax #: 951-955-8988  
E-mail: [kakim@rivco.org](mailto:kakim@rivco.org)  
[www.rivcoeh.org](http://www.rivcoeh.org)

Office Hours: Tue-Friday



<sup>[1]</sup> The California Environmental Quality Act (CEQA) CCR Title 14 15065 is a statute that requires state and local agencies to determine whether a project may have a significant effect on the environment.

<sup>[2]</sup> A project is an activity which must receive some discretionary approval (meaning that the agency has the authority to deny the requested permit or approval) from a government agency which may cause either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment.

### Confidentiality Disclaimer

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[County of Riverside California](#)

<sup>[1]</sup> The California Environmental Quality Act (CEQA) CCR Title 14 15065 is a statute that requires state and local agencies to determine whether a project may have a significant effect on the environment.

<sup>[2]</sup> A project is an activity which must receive some discretionary approval (meaning that the agency has the authority to deny the requested permit or approval) from a government agency which may cause either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment.



**County of Riverside**  
**DEPARTMENT OF ENVIRONMENTAL HEALTH**

P.O. BOX 7909 • RIVERSIDE, CA 92513-7909  
 KEITH JONES, DIRECTOR

**Environmental Health Review Fees**  
 (Planning Case Transmittals for Contracted Cities)

DESCRIPTION	FEE
<p><b>Tier 1 - Water and Sewer verification review</b></p> <ul style="list-style-type: none"> <li>• Will Serve Letter</li> <li>• Onsite Wastewater Treatment Systems</li> <li>• Advance Treatment Units</li> <li>• Solis Percolation Report</li> <li>• Issuance of a SAN 53 and/or Comments Letter</li> <li>• Wells</li> </ul> <p>Average time 3 hours for review</p>	<p><b>\$573.00</b></p>
<p><b>Tier 2 - Phase I Environmental Site Assessment (ESA) review or additional report reviews,</b></p> <ul style="list-style-type: none"> <li>• Review of items aforementioned in Tier 1</li> </ul> <p>Average time 7 hours for review</p>	<p><b>\$1337.00</b></p>
<p><b>Tier 3 - Phase II Environmental Site Assessment (ESA) review and additional report reviews,</b></p> <ul style="list-style-type: none"> <li>• Review of items aforementioned in Tier 1 and Tier 2</li> </ul> <p>Average time 10 hours for review</p>	<p><b>\$1910.00</b></p>

**NOTES TO FEE SCHEDULE:**

- The fees noted in the fee schedule are minimum fees to be paid at the time of application filing to cover the average Department cost of review. A signed agreement for payment of application processing fees between the Department and the applicant shall be required at the time of application filing. Should actual costs exceed the amount of the fee, the applicant will be billed for additional costs. Services are charged at a rate of \$191/hour.
- An hourly rate of \$191 shall be charged for other development-related fees which may be required, but are not necessarily limited to, well, and septic system fees.
- The Department reserves the right to charge actual cost (at a rate of \$191/hour) on large, complex, unusual, and/or time consuming projects in order to ensure that the fee will cover the actual cost of service.
- An application shall be filed with the Planning Department of the Contracted city prior to submitting any items listed above to this Department for Review. Please provide a copy of the Planning Case transmittal to this Department.

Rev 07/2020

## Jeff Smith

---

**From:** Reinertson, Adria@CALFIRE <Adria.Reinertson@fire.ca.gov>  
**Sent:** Thursday, April 22, 2021 1:15 PM  
**To:** Jeff Smith  
**Subject:** RE: Notice of Preparation / Initial Study - Notice of Scoping Meeting for the Meridian D1-Gateway Aviation Center Project

Good afternoon Jeff. I have reviewed the initial study for this project and am satisfied with the information presented in the study, in particular the public services section. Thank you.

### Adria Reinertson

Deputy Fire Marshal/Office of the Fire Marshal  
CAL FIRE/Riverside County Fire Department  
Direct: 951-955-5272 | Main: 951-955-4777



**From:** Jeff Smith <smith@marchjpa.com>  
**Sent:** Wednesday, March 31, 2021 7:46 AM  
**To:** Jeff Smith <smith@marchjpa.com>  
**Subject:** Notice of Preparation / Initial Study - Notice of Scoping Meeting for the Meridian D1-Gateway Aviation Center Project

**Warning:** this message is from an external user and should be treated with caution.

**Good Morning,**

**The March Joint Powers Authority (March JPA) will be the Lead Agency, pursuant to the California Environmental Quality Act, and will prepare a Draft Environmental Impact Report (EIR) for the proposed Meridian D1-Gateway Aviation Center Project.** Through this Notice of Preparation (NOP), we are seeking your input regarding the scope and content of the environmental information which is germane to agency statutory responsibilities and public interests. **The NOP public review/comment period starts today, Wednesday, March 31, 2021 and ends on Thursday, April 29, 2021. The Initial Study, prepared for the proposed Project, which outlines the issues that the March JPA has determined will be addressed in the forthcoming EIR, is not attached, but can be downloaded at:**

<https://www.marchjpa.com/planning.php>.

The March JPA will hold a **Public Scoping Meeting, to be held via teleconference only on Wednesday, April 14, 2021, 6:00 pm – 7:00 pm. For more information on the proposed Project, Public Review/Comment Period and Public Scoping Meeting, please refer to the attached NOP.**

Please contact Jeffrey Smith, AICP, Principal Planner, March Joint Powers Authority, at (951) 656-7000, or by email at [smith@marchjpa.com](mailto:smith@marchjpa.com), should you have any questions regarding the attached NOP, Initial Study or proposed Project.

Thank you



Community Development Department  
Planning Division  
14177 Frederick Street  
P. O. Box 88005  
Moreno Valley CA 92552-0805  
Telephone: 951.413-3206  
FAX: 951.413-3210

April 28, 2021

Jeffrey Smith  
Senior Planner  
March Joint Powers Authority  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518



Subject: Comments on Notice of Preparation for a Draft Environmental Impact Report (DEIR) and Initial Study (IS) for the proposed Meridian D1 - Gateway Aviation Center Project

Dear Mr. Smith:

The City of Moreno Valley appreciates the opportunity to comment on the Notice of Preparation for a Draft Environmental Impact Report (DEIR) and the accompanying Initial Study (IS) prepared in connection with the proposed Meridian D1 - Gateway Aviation Center Project. The transmittal describes the proposal as the development of an air freight cargo center with two cargo and maintenance buildings, both totaling approximately 270,820 square feet. The proposed project is in close proximity to the City of Moreno Valley and therefore, the City has a keen interest in the project to ensure it is successful without causing adverse impacts to the City of Moreno Valley.

In reviewing the project, staff has the following comments:

Planning provided the following comments on the proposed project at the September 10, 2020 MJPA Pre-Application Meeting:

- a. Enhanced on site landscaping along Heacock Street frontage (drought tolerant) and use of the Moreno Valley specified street tree (Canary Island Pine - *Pinus canariensis*).
- b. A fourteen (14) foot high, decorative, screen wall along the Heacock Street Frontage.
- c. The landscaping plans provided show Afghan Pines (*Pinus eldarica*). To be consistent with the Heacock Street Truck Terminal Facility project to the south (Landscaping Condition #2), the Afghan pine should be replaced with the Canary Island Pine. Staff is also suggesting that the street tree size is increased to 24" box from the proposed 15 gallon consistent with the City's standard for street trees.
- d. The site plan is showing a fourteen (14) foot high, tilt-up screen wall along the Heacock Street Frontage. Staff is suggesting, like the Heacock Street Truck Terminal Facility project to the south, that the wall "will be decorative in keeping with the military/historic theme of March Air Reserve Base. Furthermore, the decorative/painted screen wall will include an anti-graffiti coating" (Landscaping Condition #3).

The Landscaping and Fencing Section of the IS (page 6) states "A 14-foot high decorative concrete tilt-up screen wall and enhanced landscaping, including Afghan pines, would front Heacock Street." Staff is recommending expanding the language to include that the enhanced landscaping and the decorative wall will match the approved Truck Terminal project directly to

the south of the proposed Cargo Facility. Additionally, a cohesive landscape design along Heacock Street from Krameria Avenue to Nandina Avenue needs to be installed as part of this project. Staff also recommends including the larger tree box size to be consistent with the City's standard for street trees. These same comments should be addressed in the Aesthetics Section 4.1.c (IS page 15).

The proposed project is located within a large area of both SB 535 Disadvantaged Communities and AB 1550 Low-income Communities. These communities are disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution. An Environmental Justice analysis should be incorporated into the Air Quality, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, and Mandatory Findings of Significance sections of the Environmental Impact Report.

Project Operations for the proposed Maintenance Building (IS page 5) should be expanded to clarify if the maintenance activities will be outdoors or inside a hanger or other structure. Furthermore, there is an aesthetic concern with the proposed building's proximity to Heacock Street.

Under Requested Approvals and Entitlements (IS page 7), the plot plan discussion lacks information on the runway/taxiway modifications identified on the provided site plan.

The EIR needs to discuss how the site will be cleaned up and any regulations regarding transportation in the Hazards and Hazardous Materials Section 4.9.d (IS page 31).

Noise Section 4.13.c needs to address the overflight noise affecting the Edgemont Area of the City of Moreno Valley (Northwest of the proposed project) given the increase number of flights (IS page 40). Edgemont is located within both SB 535 Disadvantaged Communities and AB 1550 Low-income Communities.

Noise Section 4.13.d list an estimated additional 256 flights during the holiday season, which is 10.6 flights per day over the 17 flights already identified in the paragraph (IS page 41). Please identify the maximum civilian air cargo operations capacity under the Joint Use Agreement and whether or not this project will result in the need to increase the capacity to accommodate future development/redevelopment of properties designated as Aviation (AV) on the March JPA's Zoning Map.

In both the Public Services Section 4.15. and under Parks and Recreation Section 4.16.a, the discussion needs to include potential impacts of increase air operations on the usability of March Field Park and the City of Moreno Valley's outdoor Amphitheater located at the Conference and Recreation Center (IS pages 44-45).

Transportation Section 4.17.b should discuss consistency with the City of Moreno Valley's Circulation Element in regards to the future extension of Heacock Street (IS page 47).

Utilities and Service Systems Section 4.19.a should address timing of water facility installations (IS page 50). Staff understands that there was a delay in the construction of the Heacock Street Truck Terminal Facility.

The development proposes installation of a new traffic signal at the new driveway on Heacock Street, the following consideration shall be noted:

- a. An agreement for traffic signal operation and maintenance with the City will be required if warranted and approved. The cost for operating, maintaining, and future upgrades of a warranted signal to meet code/standards shall be the responsibility of the property owner/applicant.
- b. Interconnect between the proposed traffic signal and the existing traffic signals at Heacock Street/Krameria Avenue and Heacock Street/San Michele Road will be required if the signal is approved.
- c. Iteris Vantage video detection system shall be installed on the traffic signal if the signal is approved.
- d. New driveway shall align with existing driveway on the east side of Heacock Street (Lowe's warehouse).

The traffic study for the development should generally include the following:

- a. Project trip generation with breakdown by vehicle type.
- b. Project trip distribution; including trip distribution along I-215 and to/from the other areas center in Moreno Valley and percentages using City's roadway network.
- c. VMT analysis.

The study shall include analyses with and without the extension of Heacock Street to the south connecting to Harley Knox Road.

Although not required per CEQA, the City's guidelines still use LOS to determine deficiencies. Per the City's TIA guidelines, include for the following intersections:

- a. Heacock Street and Cactus Avenue.
- b. Heacock Street and JFK Drive/Meyer Drive.
- c. Heacock Street and Gentian Avenue.
- d. Heacock Street and Iris Avenue.
- e. Heacock Street at proposed new access/driveway.
- f. Heacock Street at San Michele Road.
- g. Heacock Street at Nandina Avenue.
- h. Indian Street at San Michele Road.
- i. Indian Street at Nandina Avenue.
- j. Indian Street at Harley Knox Road.
- k. Perris Boulevard at San Michele Road.
- l. Perris Boulevard at Nandina Avenue.
- m. Perris Boulevard at Harley Knox Road.

The following roadway segments shall be studied:

- a. Heacock Street north of Iris Avenue to Cactus Avenue.
- b. Heacock Street between Iris Avenue and San Michele Road.
- c. Heacock Street between San Michele Road and Harley Knox Road.
- d. Cactus Avenue west of Heacock Street.
- e. Indian Street between San Michele Road and Harley Knox Road.
- f. Perris Boulevard between San Michele Road and Harley Knox Road.
- g. San Michele Road between Heacock Street and Perris Boulevard.
- h. Nandina Avenue between Heacock Street and Perris Boulevard.

The TIA study horizons shall include the following:

- a. Existing, with and without project.
- b. Opening Year, with and without project.
- c. Year 2040, with and without project.

These analyses will identify intersection deficiencies and needed fair share contributions and/or specific improvements to be constructed by the project.

Applicant shall pay a fair-share contribution to the City of Moreno Valley for the pavement maintenance (over a 30-year pavement cycle) of the following roadway segments, pursuant to the TIA calculations of percentage of roadway use by the project's forecasted traffic:

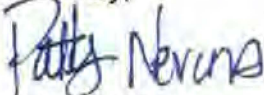
- a. Heacock Street, from project driveway to Cactus Avenue.
- b. Heacock Street, from project driveway to San Michele Road.
- c. Cactus Ave, from Heacock Street to westerly City-limits.
- d. Indian Street, from San Michele Road to southerly City-limits.
- e. Perris Boulevard, from San Michele Road to southerly City-limits.
- f. San Michele Road, from Heacock Street to Perris Boulevard.
- g. Nandina Avenue, from Heacock Street to Perris Boulevard.

Conduct an emergency response analysis to identify the resources required and response-time impact to serve the proposed development by the City's limited fire and police resources. Specifically, identify the change in response time to the service area for the nearest Moreno Valley Fire Station when a vehicular bridge is available across the Perris Valley Flood Control Channel on Indian Street, south of Superior Avenue.

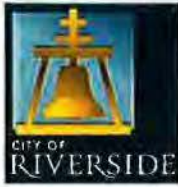
The project description notes that a Draft Environmental Impact Report (EIR) is forthcoming. The City of Moreno Valley looks forward to working with the March Joint Powers Authority team as this project progresses through the environmental review process and prior to the public hearing. Please include the City on the mailing list regarding the EIR documents as well as for future notification of meetings and public hearings associated with the project.

Thank you again for the opportunity to provide comments on this project. We look forward to working with you as the EIR is being finalized and reviewing all environmental documents when complete. Should you have any questions or concerns, please contact Sean P. Kelleher, Senior Planner at (951) 413-3215 or seanke@moval.org.

Sincerely,



Patty Nevins  
Planning Official



Community Development  
Department  
Planning Division

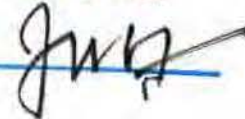
*City of Arts & Innovation*

April 29, 2021

Jeffrey Smith, Principal Planner  
March Joint Powers Authority  
Planning Department  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518

**RECEIVED**

APR 29 2021

BY: 

Subject: City of Riverside's Review of a Notice of Preparation of a Draft Environmental Impact Report for the Meridian D1-Gateway Aviation Center Project

Dear Mr. Smith:

Thank you for the opportunity to comment on March Joint Powers Authority's Notice of Preparation (NOP) of a Draft Environmental Impact Report for the Meridian D1-Gateway Aviation Center Project.

The City understands that the project consists of two development components: 1) An Air Cargo Center including the construction of an approximate 201,200-square-foot cargo building with 9 grade-level loading doors, 42 truck dock positions, 90 trailer storage positions, and 214 employee parking stalls; and 2) An Off-Site Component including construction of features on land owned by March Airforce Reserve Base and work within the public right-of-way along Heacock Street.

The City has reviewed the Initial Study, and provides the following comments:

Community and Economic Development Department – Planning Division:

- Due to the project's adjacency to the City of Riverside and the project's potential to increase local air traffic, the City has concerns related to the health and safety of its residents within the flight path and nearby environs. The City requests that the proposed EIR fully analyze the project's potential health and safety impacts on City residents and neighborhoods, including Air Quality, Noise, Water Quality, and Hazards and Hazardous Materials.



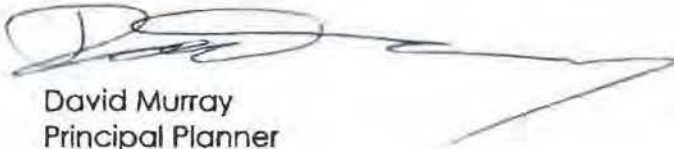
Public Works Department – Traffic Engineering Division:

- o The Public Works Traffic Engineering Division would like to request the ability to review scoping documentation and opportunity to comment on the Traffic Study prepared for this project, and that the traffic analysis of the intersections and roadways located in the City of Riverside is in accordance with the traffic study guidelines published at:  
<https://www.riversideca.gov/traffic/pdf/TIA%20Guidelines%20-%20July%202020.pdf>.

The City of Riverside appreciates your consideration of the comments provided in this letter. Should you have any questions regarding this letter, please contact Scott Watson, Historic Preservation Officer, at (951) 826-5507, or by e-mail at [swatson@riversideca.gov](mailto:swatson@riversideca.gov).

We thank you again for the opportunity to provide comments on this proposal and look forward to working with you in the future.

Sincerely,



David Murray  
Principal Planner

cc: Patricia Lock Dawson Mayor  
Riverside City Council Members  
Al Zelinka, FAICP, CMSM, City Manager  
Rafael Guzman, Assistant City Manager  
David Welch, Community & Economic Development, Director  
Mary Kopaskie-Brown, City Planner  
Kris Martinez, Public Works Director  
Kristi Smith, Chief Assistant City Attorney

JASON E. UHLEY  
General Manager-Chief Engineer



1995 MARKET STREET  
RIVERSIDE, CA 92501  
951.955.1200  
951.788.9965 FAX  
www.rcflood.org

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

April 29, 2021

RECEIVED

237916

APR 29 2021

BY: 

March Joint Powers Authority  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518

Attention: Jeff Smith

Re: D1-Gateway Aviation Center Project  
APN 294-170-006, 294-170-010  
and 294-160-001

The Riverside County Flood Control and Water Conservation District (District) does not normally recommend conditions for land divisions or other land use cases in incorporated cities. The District also does not plan check City land use cases or provide State Division of Real Estate letters or other flood hazard reports for such cases. District comments/recommendations for such cases are normally limited to items of specific interest to the District including District Master Drainage Plan facilities, other regional flood control and drainage facilities which could be considered a logical component or extension of a master plan system, and District Area Drainage Plan fees (development mitigation fees). In addition, information of a general nature is provided.

The District's review is based on the above-referenced project transmittal, received March 31, 2021. The District **has not** reviewed the proposed project in detail, and the following comments do not in any way constitute or imply District approval or endorsement of the proposed project with respect to flood hazard, public health and safety, or any other such issue:

- This project would not be impacted by District Master Drainage Plan facilities, nor are other facilities of regional interest proposed.
- This project involves District proposed Master Drainage Plan facilities, namely, \_\_\_\_\_. The District will accept ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection, and administrative fees will be required.
- This project proposes channels, storm drains 36 inches or larger in diameter, or other facilities that could be considered regional in nature and/or a logical extension of the adopted \_\_\_\_\_ Master Drainage Plan. The District would consider accepting ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection, and administrative fees will be required.
- This project is located within the limits of the District's Perris Valley Area Drainage Plan for which drainage fees have been adopted. If the project is proposing to create additional

March Joint Powers Authority  
Re: DI-Gateway Aviation Center Project  
APN 294-170-006, 294-170-010  
and 294-160-001

- 2 -

April 29, 2021

237916

impervious surface area, applicable fees should be paid by cashier's check or money order only to the Flood Control District or City prior to issuance of grading or building permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit.

- An encroachment permit shall be obtained for any construction related activities occurring within District right of way or facilities, namely, \_\_\_\_\_. For further information, contact the District's Encroachment Permit Section at 951.955.1266.
- The District's previous comments are still valid.

**GENERAL INFORMATION**

This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation, or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

If this project involves a Federal Emergency Management Agency (FEMA) mapped floodplain, then the City should require the applicant to provide all studies, calculations, plans, and other information required to meet FEMA requirements, and should further require that the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation, or other final approval of the project and a Letter of Map Revision (LOMR) prior to occupancy.

If a natural watercourse or mapped floodplain is impacted by this project, the City should require the applicant to obtain a Section 1602 Agreement from the California Department of Fish and Wildlife and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers, or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

Very truly yours,



DEBORAH DE CHAMBEAU  
Engineering Project Manager

ec: Riverside County Planning Department  
Attn: Phayvanh Nanthavongdouangsy

SLJ:blm



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Inland Deserts Region  
3602 Inland Empire Blvd., Suite C-220  
Ontario, CA 91764  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)


GAVIN NEWSOM, Governor  
CHARLTON H. BONHAM, Director



May 17, 2021  
Sent via email

Jeffrey M. Smith  
March Joint Powers Authority  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518  
smith@marchjpa.com

RECEIVED

MAY 17 2021  
BY: 

Subject: Notice of Preparation of a Draft Environmental Impact Report  
Meridian D-1 Gateway Aviation Center Project  
State Clearinghouse No. 2021040012

Dear Mr. Evans:

The California Department of Fish and Wildlife (CDFW) received a Notice of Preparation (NOP) of a Draft Environmental Impact Report (DEIR) from the March Joint Powers Authority (MJPA) for the Meridian D-1 Gateway Aviation Center Project (Project) pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines.<sup>1</sup>

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, we appreciate the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

#### CDFW ROLE

CDFW is California's Trustee Agency for fish and wildlife resources, and holds those resources in trust by statute for all the people of the State. (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a).) CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species. (*Id.*, § 1802.) Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public

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<sup>1</sup> CEQA is codified in the California Public Resources Code in section 21000 et seq. The "CEQA Guidelines" are found in Title 14 of the California Code of Regulations, commencing with section 15000.

agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources.

CDFW is also submitting comments as a Responsible Agency under CEQA. (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381.) CDFW expects that it may need to exercise regulatory authority as provided by the Fish and Game Code. As proposed, for example, the Project may be subject to CDFW's lake and streambed alteration regulatory authority (Fish & G. Code, § 1600 et seq.). Likewise, to the extent implementation of the Project as proposed may result in "take" as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), the Project proponent may seek related take authorization as provided by the Fish and Game Code.

## **PROJECT DESCRIPTION SUMMARY**

### Project Location

The Project site is located directly adjacent to the southeastern end of the March Air Reserve Base (MARB) airfield, and west of Heacock Street, in unincorporated northwestern Riverside County, California. More specifically, the Project site is in the southeastern portion of the MJPA planning area, west of Heacock Street, adjacent to and within MARB, and southwest of the intersection of Heacock Street and Krameria Avenue. The Project is located within portions of three parcels, designated as Assessor's Parcel Numbers (APNs) 294-170-010, 294-170-006, and 294-160-001 as well as right-of-way within Heacock Street (no APN). APN 294-170-010 comprises 77.1 acres, of which approximately 64 acres are included within the Project footprint. APN 294-170-006 comprises 206.59 acres of land within March ARB, of which approximately 15 acres are included within the Project footprint. APN 294-160-001 comprises 245.94 acres of land within March ARB, of which approximately eight acres are included within the Project footprint. Less than one-acre of road right-of-way would be improved by the proposed.

### Project Components

The Project is approximately 88 acres and consists of two components: the Air Cargo Center Component and the Off-Site Component.

#### *Air Cargo Center*

The Air Cargo Center Component would be constructed within approximately 64 acres under MJPA jurisdiction. This portion of the Project would include the construction of approximately 201,100-square-foot cargo building with 9 grade-level loading doors, 42 truck dock positions, and a 69,620-square-foot maintenance building with grade-level access.

#### *Off-Site*

The Off-Site Component would be constructed within approximately 24 acres, and would include taxiway construction, widening, and realignment, storm-drain extensions,

and access roadway construction within MARB (approximately 23 acres), as well as work within the public-right-of-way for Heacock Street adjacent to the eastern boundary of the Project site (approximately 1 acre). Work that is to be done within the MARB will be done in six different work areas, identified as "Work Area" 1 through 6, and are outlined below.

- Work Area 1: The reconstruction and widening of the Taxiway A to Taxiway C corners to accommodate larger U.S. Air Force aircraft access to the March ARB tarmac and facilities.
- Work Area 2: The construction of a 50-foot-wide perimeter patrol road, running along the northern and northwestern boundary of the Project site that would connect with the existing patrol roads on the eastern and western ends of the constructed patrol road; replacement of an existing chain link fence with a security fence.
- Work Area 3: The construction of a headwall and inlet apron for a storm-drain culvert; the extension of a dual 36-inch storm drain backbone via jack and bore under Taxiway A in order to replace the existing silt filled culvert; connection of the culvert to the storm drain extension.
- Work Area 4: The reconfiguration of the Taxiway A to Taxiway J transition to allow for aircraft access to the proposed cargo and maintenance buildings. Portions of Taxiway A would be demolished and reconstructed to allow for the Taxiway to connect with the proposed Taxiway J within the Project site.
- Work Area 5: The removal of an existing inverted culvert apron outlet; cleaning of the existing 36-inch culvert; extension of the existing single 36-inch storm drain under Taxiway A via jack and bore to connect to the culvert.
- Work Area 6: The reconstruction and realignment of the intersection of Taxiway A and Taxiway G. This would result in a widened entryway for aircraft to turn from Taxiway A to Taxiway G, and to accommodate aircraft access to the aircraft parking stations along the western boundary of the cargo building

## **COMMENTS AND RECOMMENDATIONS**

CDFW offers the comments and recommendations below to assist the MJPA in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct and indirect impacts on fish and wildlife (biological) resources. The comments and recommendations are also offered to enable CDFW to adequately review and comment on the proposed Project with respect to the Project's consistency with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

CDFW recommends that the forthcoming DEIR address the following:

### **Assessment of Biological Resources**

Section 15125(c) of the CEQA Guidelines states that knowledge of the regional setting of a project is critical to the assessment of environmental impacts and that special emphasis should be placed on environmental resources that are rare or unique to the region. To enable CDFW staff to adequately review and comment on the project, the DEIR should include a complete assessment of the flora and fauna within and adjacent to the Project footprint, with particular emphasis on identifying rare, threatened, endangered, and other sensitive species and their associated habitats.

CDFW recommends that the DEIR specifically include:

1. An assessment of the various habitat types located within the project footprint, and a map that identifies the location of each habitat type. CDFW recommends that floristic, alliance- and/or association-based mapping and assessment be completed following *The Manual of California Vegetation*, second edition (Sawyer et al. 2009<sup>2</sup>). Adjoining habitat areas should also be included in this assessment where site activities could lead to direct or indirect impacts offsite. Habitat mapping at the alliance level will help establish baseline vegetation conditions.
2. A general biological inventory of the fish, amphibian, reptile, bird, and mammal species that are present or have the potential to be present within each habitat type onsite and within adjacent areas that could be affected by the project. CDFW's California Natural Diversity Database (CNDDDB) in Sacramento should be contacted at (916) 322-2493 or [CNDDDB@wildlife.ca.gov](mailto:CNDDDB@wildlife.ca.gov) to obtain current information on any previously reported sensitive species and habitat, including Significant Natural Areas identified under Chapter 12 of the Fish and Game Code, in the vicinity of the proposed Project.

Please note that CDFW's CNDDDB is not exhaustive in terms of the data it houses, nor is it an absence database. CDFW recommends that it be used as a starting point in gathering information about the *potential presence* of species within the general area of the project site.

3. A complete, *recent* inventory of rare, threatened, endangered, and other sensitive species located within the Project footprint and within offsite areas with the potential to be affected, including California Species of Special Concern (CSSC) and

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<sup>2</sup> Sawyer, J. O., T. Keeler-Wolf, and J. M. Evens. 2009. *A manual of California Vegetation*, 2<sup>nd</sup> ed. California Native Plant Society Press, Sacramento, California. <http://vegetation.cnps.org/>

California Fully Protected Species (Fish & G. Code, § 3511). Species to be addressed should include all those which meet the CEQA definition (CEQA Guidelines § 15380). The inventory should address seasonal variations in use of the Project area and should not be limited to resident species. Focused species-specific surveys, completed by a qualified biologist and conducted at the appropriate time of year and time of day when the sensitive species are active or otherwise identifiable, are required. Acceptable species-specific survey procedures should be developed in consultation with CDFW and the U.S. Fish and Wildlife Service, where necessary. Note that CDFW generally considers biological field assessments for wildlife to be valid for a one-year period, and assessments for rare plants may be considered valid for a period of up to three years. Some aspects of the proposed Project may warrant periodic updated surveys for certain sensitive taxa, particularly if the Project is proposed to occur over a protracted time frame, or in phases, or if surveys are completed during periods of drought.

4. A thorough, recent, floristic-based assessment of special status plants and natural communities, following CDFW's *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities* (CDFW 2018<sup>3</sup>).
5. Information on the regional setting that is critical to an assessment of environmental impacts, with special emphasis on resources that are rare or unique to the region (CEQA Guidelines § 15125[c]).
6. A full accounting of all open space and mitigation/conservation lands within and adjacent to the Project.

#### **Analysis of Direct, Indirect, and Cumulative Impacts to Biological Resources**

The DEIR should provide a thorough discussion of the direct, indirect, and cumulative impacts expected to adversely affect biological resources as a result of the Project. To ensure that Project impacts to biological resources are fully analyzed, the following information should be included in the DEIR:

1. A discussion of potential impacts from lighting, noise, human activity (e.g., recreation), defensible space, and wildlife-human interactions created by zoning of development projects or other project activities adjacent to natural areas, exotic and/or invasive species, and drainage. The latter subject should address Project-related changes on drainage patterns and water quality within, upstream, and downstream of the Project site, including: volume, velocity, and frequency of existing

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<sup>3</sup> California Department of Fish and Wildlife (CDFW). 2018. *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities*. State of California, Natural Resources Agency. Available for download at: <https://wildlife.ca.gov/Conservation/Plants>



and post-Project surface flows; polluted runoff; soil erosion and/or sedimentation in streams and water bodies; and post-Project fate of runoff from the Project site.

2. A discussion of potential indirect Project impacts on biological resources, including resources in areas adjacent to the project footprint, such as nearby public lands (e.g. National Forests, State Parks, etc.), open space, adjacent natural habitats, riparian ecosystems, wildlife corridors, and any designated and/or proposed reserve or mitigation lands (e.g., preserved lands associated with a Natural Community Conservation Plan, or other conserved lands).
3. An evaluation of impacts to adjacent open space lands from both the construction of the Project and any long-term operational and maintenance needs.
4. A cumulative effects analysis developed as described under CEQA Guidelines section 15130. Please include all potential direct and indirect Project related impacts to riparian areas, wetlands, vernal pools, alluvial fan habitats, wildlife corridors or wildlife movement areas, aquatic habitats, sensitive species and other sensitive habitats, open lands, open space, and adjacent natural habitats in the cumulative effects analysis. General and specific plans, as well as past, present, and anticipated future projects, should be analyzed relative to their impacts on similar plant communities and wildlife habitats. More specifically the cumulative effects to species, such as Burrowing Owl (*Athene cunicularia*), should be analyzed.
  - a. Burrowing Owl: Burrowing owls may use a site for breeding, wintering, foraging, and/or migration stopovers. Because burrowing owls detected during non-breeding season surveys may be year-round residents, young from the previous breeding season, pre-breeding territorial adults, winter residents, dispersing juveniles, migrants, transients or new colonizers, burrowing owl seasonal residency status can be difficult to ascertain. Burrowing owl surveys should be conducted at various times in the year and the data used to assess the cumulative loss to not only breeding, but wintering and migratory stopover habitat.

Under Section 15355 of the CEQA Guidelines, cumulative effects refers to "two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts". Physical changes caused by a project can contribute incrementally to cumulative effects that are significant, even if individual changes resulting from a project are limited. The MJPA must determine whether the cumulative impact is significant, as well as whether an individual effect is "cumulatively considerable." This means "the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects" (Guidelines Section 15064(h)(1)). The MJPA should be reviewing biological/habitat assessments and surveys, as well as maintaining an interactive mapping and current inventory of biological

resources to determine if project related and cumulative impacts are being adequately analyzed.

Therefore, as the Lead Agency, MJPA should, but is not limited to:

- i. Confirm updated burrowing owl surveys are conducted before approving CEQA.
- ii. Ensure that updated information, such as the quantity, quality, location of and burrowing owl conservation land, is included and analyzed as part of the CEQA analysis.
- iii. Evaluate past and current burrowing owl occurrences and the cumulative acreage of suitable habitat that has been removed.
- iv. Consider impacts to burrowing owls and other migratory species when approving CEQA documents.
- v. Develop criteria for determining acceptable qualifications for individuals who perform burrowing owl habitat assessments, biological surveys, monitoring, and other relevant duties.
- vi. Maintain a list of qualified biologists to cross reference when reviewing and approving CEQA documents.
- vii. If the burrowing owl habitat assessment determines that there is potential habitat for sensitive species, follow-up measures, including, at a minimum, focused protocol surveys, such as breeding or non-breeding surveys, be conducted given the time of year.
- viii. Require that project proponents submit data (e.g. survey reports, field notes, etc.) and survey locations and results (e.g. GIS and .kmz shape files) to the MJPA and ensure burrowing owl occurrences are entered into a database (e.g. California Natural Diversity Database).

### **Alternatives Analysis**

CDFW recommends the DEIR describe and analyze a range of reasonable alternatives to the Project that are potentially feasible, would "feasibly attain most of the basic objectives of the Project," and would avoid or substantially lessen any of the Project's significant effects (CEQA Guidelines § 15126.6[a]). The alternatives analysis should also evaluate a "no project" alternative (CEQA Guidelines § 15126.6[e]).

### **Mitigation Measures for Project Impacts to Biological Resources**

The DEIR should identify mitigation measures and alternatives that are appropriate and adequate to avoid or minimize potential impacts, to the extent feasible. The MJPA should assess all direct, indirect, and cumulative impacts that are expected to occur as a result of the implementation of the Project and its long-term operation and maintenance. When proposing measures to avoid, minimize, or mitigate impacts, CDFW recommends consideration of the following:

1. *Fully Protected Species*: Fully protected species may not be taken or possessed at any time. Project activities described in the DEIR should be designed to completely avoid any fully protected species that have the potential to be present within or adjacent to the Project area. CDFW also recommends that the DEIR fully analyze potential adverse impacts to fully protected species due to habitat modification, loss of foraging habitat, and/or interruption of migratory and breeding behaviors. CDFW recommends that the MJPA include in the analysis how appropriate avoidance, minimization, and mitigation measures will reduce indirect impacts to fully protected species.
2. *Sensitive Plant Communities*: CDFW considers sensitive plant communities to be imperiled habitats having both local and regional significance. Plant communities, alliances, and associations with a statewide ranking of S-1, S-2, S-3, and S-4 should be considered sensitive and declining at the local and regional level. These ranks can be obtained by querying the CNDDDB and are included in *The Manual of California Vegetation* (Sawyer et al. 2009). The DEIR should include measures to fully avoid and otherwise protect sensitive plant communities from project-related direct and indirect impacts.
3. *California Species of Special Concern (CSSC)*: CSSC status applies to animals generally not listed under the federal Endangered Species Act or the CESA, but which nonetheless are declining at a rate that could result in listing, or historically occurred in low numbers and known threats to their persistence currently exist. CSSCs should be considered during the environmental review process.
4. *Mitigation*: CDFW considers adverse project-related impacts to sensitive species and habitats to be significant to both local and regional ecosystems, and the DEIR should include mitigation measures for adverse project-related impacts to these resources. Mitigation measures should emphasize avoidance and reduction of project impacts. For unavoidable impacts, onsite habitat restoration and/or enhancement, and preservation should be evaluated and discussed in detail.

The DEIR should include measures to perpetually protect the targeted habitat values within mitigation areas from direct and indirect adverse impacts in order to meet mitigation objectives to offset project-induced qualitative and quantitative losses of biological values. Specific issues that should be addressed include restrictions on

access, proposed land dedications, long-term monitoring and management programs, control of illegal dumping, water pollution, increased human intrusion, etc.

If sensitive species and/or their habitat may be impacted from the Project, CDFW recommends the inclusion of specific mitigation in the DEIR. CEQA Guidelines section 15126.4, subdivision (a)(1)(8) states that formulation of feasible mitigation measures should not be deferred until some future date. The Court of Appeal in *San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 645 struck down mitigation measures which required formulating management plans developed in consultation with State and Federal wildlife agencies after Project approval. Courts have also repeatedly not supported conclusions that impacts are mitigable when essential studies, and therefore impact assessments, are incomplete (*Sundstrom v. County of Mendocino* (1988) 202 Cal. App. 3d. 296; *Gentry v. City of Murrieta* (1995) 36 Cal. App. 4th 1359; *Endangered Habitat League, Inc. v. County of Orange* (2005) 131 Cal. App. 4th 777).

CDFW recommends that the DEIR specify mitigation that is roughly proportional to the level of impacts, in accordance with the provisions of CEQA (CEQA Guidelines, §§ 15126.4(a)(4)(B), 15064, 15065, and 16355). The mitigation should provide long-term conservation value for the suite of species and habitat being impacted by the Project. Furthermore, in order for mitigation measures to be effective, they need to be specific, enforceable, and feasible actions that will improve environmental conditions.

- a. Burrowing Owl: CDFW understands that burrowing owl are likely to be present on the project site and recommends that the MJPA follow the recommendations and guidelines provided in the Staff Report on Burrowing Owl Mitigation (Department of Fish and Game, March 2012); available for download from CDFW's website:  
<https://www.wildlife.ca.gov/conservation/survey-protocols>.

The Staff Report on Burrowing Owl Mitigation, specifies three steps for project impact evaluations: 1) A habitat assessment; 2) Surveys; and 3) An impact assessment. As stated in the Staff Report on Burrowing Owl Mitigation, the three progressive steps are effective in evaluating whether a project will result in impacts to burrowing owls, and the information gained from the steps will inform any subsequent avoidance, minimization, and mitigation measures. Habitat assessments are conducted to evaluate the likelihood that a site supports burrowing owl. Burrowing owl surveys provide information needed to determine the potential effects of proposed projects and activities on burrowing owls, and to avoid take in accordance with Fish and Game Code sections 86, 3503, and 3503.5. Impact assessments evaluate the extent to which burrowing owls and their habitat may be impacted, directly or indirectly, on and within a reasonable distance of a proposed CEQA project activity or non-CEQA project.

Within the 2012 Staff Report, the minimum habitat replacement recommendation was purposely excluded as it was shown to serve as a default, replacing any site-specific analysis and discounting the wide variation in natal area, home range, foraging area, and other factors influencing burrowing owls and burrowing owl population persistence in a particular area. It hypothesized that mitigation for permanent impacts to nesting, occupied, and satellite burrows and burrowing owl habitat should be on, adjacent or proximate to the impact site where possible and where habitat is sufficient to support burrowing owls present. If mitigation occurs offsite, it should include (a) permanent conservation of similar vegetation communities (grassland, scrublands, desert, urban, and agriculture) to provide for burrowing owl nesting, foraging, wintering, and dispersal (i.e., during breeding and non-breeding seasons) comparable to or better than that of the impact area, and (b) be sufficiently large acreage with the presence of fossorial mammals. Furthermore, the report noted that suitable mitigation lands should be based on a comparison of the habitat attributes of the impacted and conserved lands, including but not limited to: type and structure of habitat being impacted or conserved; density of burrowing owls in impacted and conserved habitat; and significance of impacted or conserved habitat to the species range-wide.

5. *Habitat Revegetation/Restoration Plans*: Plans for restoration and revegetation should be prepared by persons with expertise in southern California ecosystems and native plant restoration techniques. Plans should identify the assumptions used to develop the proposed restoration strategy. Each plan should include, at a minimum: (a) the location of restoration sites and assessment of appropriate reference sites; (b) the plant species to be used, sources of local propagules, container sizes, and seeding rates; (c) a schematic depicting the mitigation area; (d) a local seed and cuttings and planting schedule; (e) a description of the irrigation methodology; (f) measures to control exotic vegetation on site; (g) specific success criteria; (h) a detailed monitoring program; (i) contingency measures should the success criteria not be met; and (j) identification of the party responsible for meeting the success criteria and providing for conservation of the mitigation site in perpetuity. Monitoring of restoration areas should extend across a sufficient time frame to ensure that the new habitat is established, self-sustaining, and capable of surviving drought.

CDFW recommends that local onsite propagules from the Project area and nearby vicinity be collected and used for restoration purposes. Onsite seed collection should be initiated in order to accumulate sufficient propagule material for subsequent use in future years. Onsite vegetation mapping at the alliance and/or association level should be used to develop appropriate restoration goals and local plant palettes. Reference areas should be identified to help guide restoration efforts. Specific restoration plans should be developed for various project components as appropriate.

Restoration objectives should include protecting special habitat elements or re-creating them in areas affected by the Project.

6. *Nesting Birds and Migratory Bird Treaty Act*: Please note that it is the Project proponent's responsibility to comply with all applicable laws related to nesting birds and birds of prey. Fish and Game Code sections 3503, 3503.5, and 3513 afford protective measures as follows: Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code section 3513 makes it unlawful to take or possess any migratory nongame bird as designated in the Migratory Bird Treaty Act or any part of such migratory nongame bird except as provided by rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Treaty Act.

CDFW recommends that the DEIR include the results of avian surveys, as well as specific avoidance and minimization measures to ensure that impacts to nesting birds do not occur. Project-specific avoidance and minimization measures may include, but not be limited to: Project phasing and timing, monitoring of project-related noise (where applicable), sound walls, and buffers, where appropriate. The DEIR should also include specific avoidance and minimization measures that will be implemented should a nest be located within the project site. If pre-construction surveys are proposed in the DEIR, CDFW recommends that they be required no more than three (3) days prior to vegetation clearing or ground disturbance activities, as instances of nesting could be missed if surveys are conducted sooner.

7. *Moving out of Harm's Way*: To avoid direct mortality, CDFW recommends that the MJPA condition the DEIR to require that a CDFW-approved qualified biologist be retained to be onsite prior to and during all ground- and habitat-disturbing activities to move out of harm's way special status species or other wildlife of low or limited mobility that would otherwise be injured or killed from project-related activities. Movement of wildlife out of harm's way should be limited to only those individuals that would otherwise be injured or killed, and individuals should be moved only as far as necessary to ensure their safety (i.e., CDFW does not recommend relocation to other areas). Furthermore, it should be noted that the temporary relocation of onsite wildlife does not constitute effective mitigation for the purposes of offsetting project impacts associated with habitat loss.
8. *Translocation of Species*: CDFW generally does not support the use of relocation, salvage, and/or transplantation as mitigation for impacts to rare, threatened, or endangered species as studies have shown that these efforts are experimental in

nature and largely unsuccessful.

### **California Endangered Species Act**

CDFW is responsible for ensuring appropriate conservation of fish and wildlife resources including threatened, endangered, and/or candidate plant and animal species, pursuant to CESA. CDFW recommends that a CESA Incidental Take Permit (ITP) be obtained if the Project has the potential to result in "take" (Fish & G. Code, § 86 defines "take" as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill") of State-listed CESA species, either through construction or over the life of the project, unless this Project is proposed to be a covered activity under the MSHCP. CESA is intended to conserve, protect, enhance, and restore State-listed CESA species and their habitats.

CDFW encourages early consultation, as significant modification to the proposed Project and avoidance, minimization, and mitigation measures may be necessary to obtain a CESA ITP. CDFW must comply with CEQA for issuance of a CESA ITP. CDFW therefore recommends that the DEIR address all Project impacts to listed species and specify a mitigation monitoring and reporting program that will meet the requirements of CESA.

### **Western Riverside County Multiple Species Habitat Conservation Plan**

CDFW issued Natural Community Conservation Plan Approval and Take Authorization for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) per Section 2800, *et seq.*, of the California Fish and Game Code on June 22, 2004. The MSHCP establishes a multiple species conservation program to minimize and mitigate habitat loss and provides for the incidental take of covered species in association with activities covered under the permit.

Compliance with approved habitat plans, such as the MSHCP, is discussed in CEQA. Specifically, Section 15125(d) of the CEQA Guidelines requires that the CEQA document discuss any inconsistencies between a proposed Project and applicable general plans and regional plans, including habitat conservation plans and natural community conservation plans. An assessment of the impacts to the MSHCP as a result of this Project is necessary to address CEQA requirements. To obtain additional information regarding the MSHCP please go to: <http://rctlma.org/epd/WR-MSHCP>.

The MJPA is the CEQA lead agency but is not signatory to the MSHCP, therefore, in order to participate in the MSHCP they would need to act as a Participating Special Entity (PSE). If the MJPA chooses to act as a PSE and obtain take through the MSHCP then all of the MSHCP policies and procedures discussed above in this letter will apply to this Project, and the DEIR should discuss how the Project will demonstrate consistency with the MSHCP. If the Project is not processed through the MSHCP for covered species, then the Project may be subject to the Federal Endangered Species Act (FESA) and/or CESA for threatened, endangered, and/or candidate species.

Regardless of whether take of threatened and/or endangered species is obtained through the MSHCP or through a CESA ITP, the DEIR needs to address how the proposed Project will affect the policies and procedures of the MSHCP. Therefore, all surveys required by the MSHCP policies and procedures listed above to determine consistency with the MSHCP should be conducted and results included in the DEIR so that CDFW can adequately assess whether the Project will impact the MSHCP. More specifically, surveys for MSHCP Section 6.1.2 for Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools, and Section 6.3.2 for Additional Survey Needs and Procedures (Burrowing Owl) should be conducted and included in the cumulative impacts analysis. Active burrowing owl habitat and vernal pools have been documented by the MARB along the boundaries and within proposed project.

### **Lake and Streambed Alteration Program**

Fish and Game Code section 1602 requires an entity to notify CDFW prior to commencing any activity that may do one or more of the following: Substantially divert or obstruct the natural flow of any river, stream or lake; Substantially change or use any material from the bed, channel or bank of any river, stream, or lake; or Deposit debris, waste or other materials that could pass into any river, stream or lake. Please note that "any river, stream or lake" includes those that are episodic (i.e., those that are dry for periods of time) as well as those that are perennial (i.e., those that flow year-round). This includes ephemeral streams, desert washes, and watercourses with a subsurface flow. It may also apply to work undertaken within the flood plain of a body of water.

Upon receipt of a complete notification, CDFW determines if the proposed Project activities may substantially adversely affect existing fish and wildlife resources and whether a Lake and Streambed Alteration (LSA) Agreement is required. An LSA Agreement includes measures necessary to protect existing fish and wildlife resources. CDFW may suggest ways to modify your Project that would eliminate or reduce harmful impacts to fish and wildlife resources.

CDFW's issuance of an LSA Agreement is a "project" subject to CEQA (see Pub. Resources Code § 21065). To facilitate issuance of an LSA Agreement, if necessary, the DEIR should fully identify the potential impacts to the lake, stream, or riparian resources, and provide adequate avoidance, mitigation, and monitoring and reporting commitments. Early consultation with CDFW is recommended, since modification of the proposed Project may be required to avoid or reduce impacts to fish and wildlife resources. To obtain a Lake or Streambed Alteration notification package, please go to <https://www.wildlife.ca.gov/Conservation/LSA/Forms>.

### **ADDITIONAL COMMENTS AND RECOMMENDATIONS**

To ameliorate the water demands of this Project, CDFW recommends incorporation of water-wise concepts in project landscape design plans. In particular, CDFW recommends xeriscaping with locally native California species, and installing water-



Jeffrey Smith  
March Joint Powers Authority  
May 17, 2021  
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efficient and targeted irrigation systems (such as drip irrigation). Local water agencies/districts, and resource conservation districts in your area may be able to provide information on plant nurseries that carry locally native species, and some facilities display drought-tolerant locally native species demonstration gardens (for example the Riverside-Corona Resource Conservation District in Riverside). Information on drought-tolerant landscaping and water-efficient irrigation systems is available on California's Save our Water website: <http://saveourwater.com/what-you-can-do/tips/landscaping/>.

## **ENVIRONMENTAL DATA**

CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e).) Accordingly, please report any special status species and natural communities detected during Project surveys to the California Natural Diversity Database (CNDDDB). Information can be submitted online or via completion of the CNDDDB field survey form at the following link: <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. The completed form can be mailed electronically to CNDDDB at the following email address: [CNDDDB@wildlife.ca.gov](mailto:CNDDDB@wildlife.ca.gov). The types of information reported to CNDDDB can be found at the following link: <https://wildlife.ca.gov/Data/CNDDDB/Plants-and-Animals>.

## **FILING FEES**

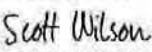
The Project, as proposed, would have an impact on fish and/or wildlife, and assessment of filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the fee is required in order for the underlying project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089.).

## **CONCLUSION**

CDFW appreciates the opportunity to comment on the NOP of a DEIR for the Meridian D-1 Gateway Aviation Center Project (SCH No. 2021040012) and recommends that the March Joint Powers Authority address CDFW's comments and concerns in the forthcoming DEIR. If you should have any questions pertaining to the comments provided in this letter, please contact Carly Beck, Senior Environmental Scientist (Specialist), at [Carly.Beck@wildlife.ca.gov](mailto:Carly.Beck@wildlife.ca.gov).

Jeffrey Smith  
March Joint Powers Authority  
May 17, 2021  
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Sincerely,

DocuSigned by:  
  
8091B1A9242F49C

Scott Wilson  
Environmental Program Manager

cc: Heather Pert, Senior Environmental Scientist, Supervisor  
Inland Deserts Region  
[heather.pert@wildlife.ca.gov](mailto:heather.pert@wildlife.ca.gov)

HCPB CEQA Coordinator  
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DEPARTMENT OF THE AIR FORCE  
AIR FORCE RESERVE COMMAND

13 July 2021

RODNEY E. MCCRAINE, Colonel, USAF  
Commander, 452d Mission Support Group  
1261 Graeber Street, Bldg. 2313, Suite 135  
March ARB, CA 92518

Mr. Jeffrey Smith  
Senior Planner  
March Joint Powers Authority  
1455 Meridian Parkway, Suite 140  
Riverside, CA 92518

Dear Mr. Smith,

This is in response to your Notice of Preparation / Initial Study - Notice of Scoping Meeting for the Meridian D1-Gateway Aviation Center Project March 31, 2021 (NOP), seeking input from the Air Force regarding the scope and content of the environmental information which is germane to agency statutory responsibilities and public interests. You indicated in your notice that the March Joint Powers Authority (March JPA) will be the Lead Agency, pursuant to the California Environmental Quality Act (CEQA), and will prepare a Draft Environmental Impact Report (EIR) for the proposed Meridian D1-Gateway Aviation Center Project (Project).

Various Air Force components including the AF Civil Engineer Center, The Air Force Reserve Command and March Air Reserve Base have reviewed your initial study, which outlines the issues that the March JPA has determined will be addressed in the forthcoming EIR. Based on this review we provide consolidated response to your initial study and our concerns related to your Environmental Impact Report to be developed.

On September 3, 2020 Brig Gen Coburn, Commander 452 Air Mobility Wing and March Air Reserve Base, provided the MJPA a letter outlining the Air Force concerns related to this development. In her letter, she emphasized that because this project would involve modifications to the MARB taxiway and 17 flights per day or 34 operations (take off and landings) per day on the MARB airfield, that this project must be approved in accordance with the National Environmental Policy Act (NEPA) and 32 CFR 989. Under NEPA and 32 CFR 989, the Air Force approval authority must make a Record of Decision (ROD) resulting from an Environmental Impact Statement (EIS) or a Finding of No Significant Impact (FONSI) resulting from an Environmental Assessment (EA) of this project. Brig Gen Coburn recommended that the MJPA not consider any approval of this project until the necessary approvals are received

from the Air Force. In so stating, Brig Gen Coburn considered the CEQA decision to be such an approval.

It is the consolidated view of the Air Force, that the CEQA study should not be accomplished independently and that the study of this project and the analysis of the alternatives be conducted, not only in accordance with the CEQA, but also in accordance with the NEPA and 32 CFR 989. This position is based upon the information provided in your Notice of Preparation (NOP) of the CEQA EIR, in which it is stated, that the physical project will include modifications of 17 acres of Air Force real property and will include an increase from present flight operations of 10,120 operations. These two actions alone make this proposed action, an action covered by the NEPA as a Federal action.

Consequently, the Air Force cannot approve CEQA based upon the information provided in your NOP until the Air Force is assured and MJPA agrees to an integrated and coordinated CEQA/NEPA effort. Additionally, because of the complexity of this project and potential impacts to operations and the environment, the Air Force cannot make any claims, agreements or approvals for this project until all impacts and alternative have been detailed and fully addressed.

Should you have any questions or would like to discuss this further, please feel free to contact me directly or to contact Major David Shaw, Base Civil Engineer, at (951) 655-4851.

Sincerely

RODNEY E. MCCRAINE, Colonel, USAF  
Commander, 452d Mission Support Group

cc:  
AFRC A4/C  
AFCEC/CZ