

Appendix J-3

FOST Parcels F and K-1



MARCH AFB CALIFORNIA

ADMINISTRATIVE RECORD COVER SHEET

AR File Number 2258

MARCH

COORDINATION/REVIEW SHEET FOR:
~~LEASES/LICENSES/SUPPLEMENTS~~

AIR FORCE BASE: MARCH
 BASE/LICENSE/SUPPLEMENT FOR SPECIES HABITAT (e.g., Univ. of Maine, UMP)
 BASE/LICENSE/SUPPLEMENT NUMBER: MIPA
 ST/FOIA Coord Compl: ___ Yes ___ No ___ Not Required (Separate Coord Sheet Attached)

march
83
file
24H

Division: DD
 OPR: MENDOZA
 COMMITMENT DATE & TO WHOM
 e.g., Lessee/Licensee Date: _____ Who: _____

COORDINATION TRACKING:	Date In/ Name/Initials	Date Out Name/Initials	Date In Name/Initials	Date Out Name/Initials	Date In Name/Initials	Date Out Name/Initials	Date In Name/Initials	Date Out Name/Initials
<u>SMITH</u> Div Real Estate OPR	<u>4 APR 00</u> <u>PRS</u>	<u>4 APR 00</u> <u>PRS</u>						
<u>MENDOZA</u> Div Environmental OPR	<u>31 MAR 00</u> <u>AMM</u>	<u>31 MAR 00</u> <u>AMM</u>						
<u>JACKSON</u> Div Program Manager	<u>4-6-00</u> <u>McCrone</u>							
Environmental Div (EV) (Shadow)								
Div Secretary-Ensure Pkg is in order & Proofreads <u>CHASE</u>	<u>4-6-00</u> <u>J Chase</u>	<u>4-6-00</u> <u>J Chase</u>						
<u>MYER</u> Legal Division (Lawyer)		<u>5 APR 00</u> <u>Myer</u>						

Attached for review is subject lease/license/supplement with documents in the following order, as required:
Note: This is the package to be brought in for Day Zero.
 ___ a. Lease (with revision marks) w/Exhibits
 ___ b. Rental Determination
 ___ c. Memo for Record (Insurance)
 ___ d. AF Form 813
 ___ e. Other
 ___ f. FOSL

Any special circumstances/considerations with this Lease? ___ Attach any pertinent facts/comments on separate sheet. ___

DR/DDR Day Zero Scheduled	Yes (Date): _____							
	Date In Name/Initials	Date Out Name/Initials	Date In Name/Initials	Date Out Name/Initials	Date In Name/Initials	Date Out Name/Initials	Date In Name/Initials	Date Out Name/Initials
Div Secretary Runs Final Copy of Lease/ FOST/ FOSL/Supplement After Day 0								
Final Proofreading *AFBCA/ES (DB/DD) *AFBCA/LD (DA/DC)	<u>4/6/00</u> <u>DLD</u>	<u>4/6/00</u> <u>DLD</u>						
DR/DDR Signature	<u>9/20</u>							

S:\DD2\BASES\MARCH\ENVIRONMENTAL\SEBS\SEBS K1-F.
 FOST\FOST K1-F.

FINDING OF SUITABILITY TO TRANSFER

PARCELS F AND K-1

MARCH AIR FORCE BASE, CALIFORNIA

1. PURPOSE

1.1 The purpose of this Finding of Suitability to Transfer (FOST) is to document environmentally-related findings and the suitability to transfer for the proposed deed of real property and any improvements at March Air Force Base (AFB), California, to the March Joint Powers Authority (Transferee). The property is described in Section 2 below. The property will be transferred by Deed and its anticipated use will be an endangered species reserve.

1.2 This FOST is a result of a thorough analysis of information contained in the following documents: (1) the Final Environmental Impact Statement (FEIS) for the Disposal and Reuse of March AFB, dated February 1996; (2) the Basewide Environmental Baseline Survey (EBS) for March AFB, dated November 1994; (3) EBS Category Update, dated February 1999; (4) Biological Opinion, dated November 9, 1999; (5) Supplemental EBS (SEBS) for Parcels F and K-1, dated August 3, 2000; and (6) Visual Site Inspection (VSI) conducted on August 1, 2000.

2. PROPERTY DESCRIPTION

The property is shown on the March AFB Parcel Map (Atch 1), and is comprised of approximately 1,300 acres. The property includes the following improvements:

<u>Facility</u>	<u>Nomenclature</u>	<u>Year of Construction</u>	<u>Square Footage</u>	<u>Category</u>
5022	Storage Igloo	1953	2,392	2
5023	Storage Igloo	1953	2,392	2
5024	Storage Igloo	1953	2,392	2
5025	Storage Igloo	1953	2,392	2
5026	Storage Igloo	1953	2,392	2
5027	Storage Igloo	1953	2,392	2
5028	Storage Igloo	1953	2,392	2
5029	Storage Igloo	1953	2,392	2
5030	Storage Igloo	1953	1,218	2
5033	Storage Igloo	1955	1,383	2
5034	Storage Igloo	1955	2,147	2
5035	Storage Igloo	1955	1,047	2
5036	Storage Igloo	1955	2,147	2
5037	Storage Igloo	1955	1,047	2
5038*	Water Tank	1956	Unknown	2
5039	Warehouse	1955	5,000	1

5040	Power Facility	1956	3,012	1
5041	Munitions Shop	1955	1,920	2
5042	Inspection Shop	1956	5,564	1
5043	Guard Station	1956	1,675	1
5044	Equipment Storage	1980	1,965	1
5050	Kennel	1955	2,106	2
5051*	Pump Station	1956	178	2
5052	Kennel Building	1986	568	1
5060	Burn Facility	1967	Unknown	4
6601*	Storage Tank	1967	Unknown	1
Unknown	Recreation Storage	Unknown	500	2

*These facilities are part of the water distribution system and will be transferred with the utility system.

3. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts of this proposal have been adequately analyzed and disclosed in accordance with NEPA. These impacts are analyzed in the FEIS. Based on this analyses, the environmental impacts of proceeding with the Deed transfer are not sufficiently adverse to human health and the environment to prevent the conveyance of the property.

4. ENVIRONMENTAL CONDITION OF THE PROPERTY

The condition of the property has changed from the condition identified in the EBS. Based on the February 1999 EBS Category Update, the property is now considered Department of Defense (DoD) Environmental Condition Categories 1, 2, 3 and 4. Category 1 includes areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas). Category 2 includes areas where only release or disposal of petroleum substances has occurred. Category 3 includes areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require removal or remedial response. Category 4 includes areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

5. DEED RESTRICTIONS AND NOTIFICATIONS

The environmental documents listed in Section 1.2 were evaluated to identify environmental factors (Atch 2) which may warrant constraints on certain activities in order to minimize substantially or eliminate any threat to human health or the environment. Such constraints typically are embodied as permanent restrictions in the Deed or as specific notification to the Transferee. The factors that require deed restrictions or specific notifications are identified in Atch 2 and are discussed below. Refer to the EBS, EBS Category Update, SEBS, and applicable VSIs for specific information on each resource category.

The Air Force has determined that the remaining factors listed in Atch 2 pose no threat to human health or the environment, and therefore, require neither deed restrictions nor notifications to the Transferee.

5.1 Hazardous Substances Notification

Past activities on the property included disposal of hazardous substances in undetermined quantities at the former IRP Sites 3, 25, and 40. Disposal occurred during the years the areas were utilized for landfill operations. A brief description of IRP Sites 3, 25 and 40 can be found below. More detailed information on these sites can be found in Section 3.3.3.1 of the SEBS, EBS Category Update, and EBS.

Waste at IRP Site 3 included household waste, demolition debris, waste oil, solvents, thinners, and polychlorinated biphenyl oil. This site was in operation from 1954 to 1974. A regulator approved removal action was completed in January 1996. Approximately 223,200 cubic yards of landfill materials and soils were removed from the site and disposed of in the consolidated landfill at IRP Site 6.

Waste at IRP Site 40 included drums, battery casings, and construction rubble. This site was in operation from the mid-1940s until sometime in the 1950s. A regulator approved removal action was completed in December 1994. Approximately 6,800 cubic yards of waste was disposed of in the consolidated landfill at IRP Site 6. Approximately 120 tons of waste materials were transported off-site for treatment/stabilization in Westermoreland, California.

Past activities at IRP Site 25 included burial of munitions residue. This site was in operation from the late 1950s until the early 1990s. The site consisted of a detonation pit and burial trenches. Small-scale munitions disposal was conducted at the site since the 1950s. Outdated small arms ammunition, egress items, smoke grenades, starter cartridges, and other pyrotechnics were deactivated in the detonation pit. Approximately 300 gallons of acetone were reportedly disposed of at this site. A regulator approved site-specific removal action was conducted in 1996. Approximately 3,000 cubic yards of waste and affected soils were removed and disposed of in a consolidated landfill at IRP Site 6.

A hazardous substance notice will be given in the Deed describing the hazardous substances and the approximate time periods the substances were located at the two former landfills (IRP Sites 3 and 40) and at the former munitions residue burial location (IRP Site 25) and the response actions taken as noted above.

5.2 Installation Restoration Program (IRP) and Areas of Concern (AOC)

Four (4) IRP sites, Sites 3, 25, 30 and 40, were located on the property. Removal actions to protect human health and the environment were taken at three (3) sites - Sites 3, 25 and 40. No hazardous substances were identified at Site 30 and no Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) corrective actions were taken there. The

Air Force has determined that all remedial actions to protect human health and the environment have been taken. The determination that all remedial action necessary to protect human health and the environment have been taken is supported by the MAFB Operable Unit No. 2 Proposed Plan, September 1997, with concurrence letters from the Department of Toxic Substances Control (DTSC), August 28, 1997; and California Regional Water Quality Control Board, September 4, 1997 (Atch 3). The United States Environmental Protection Agency (EPA) has determined that all necessary remedial actions have been taken at IRP Sites 3, 25, 30 and 40 (Ref. EPA Parcel(s) F and K-1 Letter dated February 3, 2000, Page 1, Comment 2. See Atch 4.).

For the portions of the property to be transferred that include Study Areas U-1,1; U-2,1; U-4,1; U-5,1; T-2,1; T-3,1; T-4,1; T-5,1; S-1,1; S-2c,1; Q-1,1; Q-3,1; Q-4,1; Q-7,1; N-4,1; and R-1,1, the Deed will contain covenants specified in CERCLA Section 120(h)(4), which provides that any remedial or corrective action found to be necessary after the date of transfer will be conducted by the United States. The Deed will also reserve a right of access to the United States and to the State of California to conduct any necessary monitoring, investigation or response action on the parcels or adjacent property.

For the portions of the property to be transferred that include Study Areas U-3,2; T-1,2; S-2a,3; S-2b,4; Q-2,3; Q-5,2; Q-6,3; Q-8,3; Q-9,4; N-5,2; and N-8,4, the Deed will contain the covenant specified in CERCLA Section 120(h)(3), which states that all remedial action necessary to protect human health and the environment has been taken as well as providing that any remedial action found to be necessary after the date of transfer will be conducted by the United States. The Deed will also reserve a right of access to the United States and to the State of California to conduct any necessary monitoring, investigation or response action on the parcels or adjacent property.

Covenants will be included in the Deed to ensure that ensure that any response or corrective actions that are the responsibility of the Air Force, found to be necessary after the date of delivery of the Deed, will be conducted by the United States. Provisions will also be included in the Deed to allow the United States access to the property in any case in which any such response or corrective action is found to be necessary, or where such access is necessary to carry out the response or corrective action on adjacent property.

5.3 Above Ground Storage Tanks (AST)

ASTs are located on the property. The Transferee will be responsible for complying with all applicable Federal, State, and local laws relating to the use of these tanks.

5.4 Lead-Based Paint (LBP) – Facilities other than Housing

LBP might be present in facilities other than housing on the property since most of the facilities were built prior to 1978. The Transferee will be notified through EBS, EBS Category Update and SEBS of the possible presence of LBP in these facilities. Notice in the Deed will be provided to the Transferee that the Transferee will be responsible for managing all LBP and potential LBP in compliance with all applicable laws and regulations.

5.5 Asbestos-Containing Material (ACM)

ACM is located on the property and is in good condition and not damaged or deteriorated to the extent that it creates a potential source of airborne fibers. Notice will be provided in the Deed that the Transferee will be responsible for complying with all applicable Federal, State, and local laws relating to asbestos.

5.6 Sanitary Sewer System (Wastewater)

Certain facilities on the property are connected to a sanitary sewer. The Transferee will be responsible for submitting any required applications for discharging wastewater to the sanitary sewer system and for meeting all applicable wastewater discharge permit standards.

5.7 Threatened and Endangered Species

Threatened or endangered species are present on the property. The Deed will reference the existence of the species and their regulatory control and, will contain restrictive provisions assuring that actions taken are in accordance with the Biological Opinion (1-6-99-F-13) dated November 9, 1999. The Transferee will be responsible for conducting any consultations and mitigations prior to beginning new construction in endangered species habitat.

5.8 Wetlands

Certain areas of the property are classified as designated wetlands. The Deed will reference the existence of the wetlands and their regulatory control, and will contain restrictive provisions assuring that no actions can be taken which would adversely affect those wetlands. Any property development affecting wetlands will be subject to Section 404 of the Clean Water Act and State provisions.

5.9 Air Conformity/Air Permits

Air emissions sources are present on the property. The Transferee will be responsible for obtaining any necessary air emission permits prior to operation of these sources.

6. REGULATORY COORDINATION

The California Environmental Protection Agency and the United States Environmental Protection Agency were notified on May 14, 1999, of the initiation of the SEBS and FOST and were invited to participate in preparing the working draft documents. Consolidated draft documents were provided on June 4, 1999, for formal review and comment. Regulatory comments (Atch 4) were received on July 29, 1999; September 20, 1999; February 3, 2000; February 23, 2000; February 28, 2000; March 22, 2000; and March 23, 2000. All comments were recorded, reviewed, addressed, and incorporated in the document (Atch 5), or addressed as unresolved comments (Section 7). A revised draft final SEBS and FOST were provided for

coordination on August 3, 2000. Regulatory support letters were received on August 9, 2000; August 24, 2000; and August 30, 2000.

Based on EPA's review of the EBS Category Update of February 1999, EPA, in consultation with the State of California, has concurred with the Air Force determination that (1) the Category 1 Study Areas of Parcels F and K-1 are uncontaminated and, therefore, are eligible for transfer under CERCLA Section 120(h)(4), and (2) the Category 2, 3 and 4 Study Areas of Parcels F and K-1 are eligible for transfer under CERCLA Section 120 (h)(3).

7. UNRESOLVED REGULATOR COMMENTS

All comments provided by the regulators have been addressed and/or incorporated in this document (see Atch 5). Lead-based paint remains an unresolved issue (see Atch 5, September 20, 1999, EPA comment No. 4).

8. FINDING OF SUITABILITY TO TRANSFER

The deed proposal has been adequately assessed and evaluated for (a) environmental hazards, (b) environmental impacts anticipated from future use of the property, and (c) adequate notice of disclosure resources. The future use of this property does not present a current or future risk to human health or to the environment, subject to inclusion and compliance with the appropriate deed covenants as addressed above. The property, therefore, is suitable for transfer.

September 20, 2000
Date

Albert F. Lowas, Jr.
ALBERT F. LOWAS, JR.
Director
Air Force Base Conversion Agency

Attachments:

1. Site Map
2. Environmental Factors Considered
3. State Regulatory Concurrence Letters
4. Regulator Comments
5. Air Force Response to Regulator Comments

FINAL PAGE

ADMINISTRATIVE RECORD

FINAL PAGE

Parcel F + K1

DOC # 2001-234433

25/2001 08:00A Fee:NC
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Recorded in Official Records
County of Riverside
Gary L. Orso

Assessor, County Clerk & Recorder



Recording Requested by,
And when recorded mail to:

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

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

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QUITCLAIM DEED

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I. PARTIES

THIS DEED is made and entered into this 28TH day of FEBRUARY, 2001 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"). The Grantee is a local redevelopment authority, as this term is defined in the Defense Authorization Amendments and Base Closure and Realignment Act of 1988, as amended. When used in this Quitclaim 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.

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II. CONSIDERATION AND CONVEYANCE

FOR VALUABLE CONSIDERATION of the sum of ONE DOLLAR (\$1.00), 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, described as follows:

In the County of Riverside, State of California, those portions of Sections 15, 16, 17, 21, 22, 27 and 28 of Township 3 South, Range 4 West, San Bernardino Base and Meridian, more particularly described as follows:

Beginning at the common section corner to Sections 16, 17, 20 and 21 of Township 3 South, Range 4 West, San Bernardino Base and Meridian; thence along the southerly, westerly and northerly lines of Parcel 20 of Parcel Map 4806, as shown on the map filed in Book 7, Pages 8 through 12 inclusive of Parcel Maps in said County Recorder's Office, the following five courses:

1. South 89°46'32" West 1,700.03 feet;
2. North 00°31'26" East 2,647.59 feet;
3. North 89°47'13" East 860.02 feet;
4. North 00°31'26" East 840.03 feet;
5. North 89°47'12" East 840.01 feet to the easterly line of said Section 17;

thence leaving said Parcel 20, along said easterly line North 00°31'28" East 483.32 feet to the southerly line of the North half of the Northwest quarter of said Section 16; thence along said southerly line North 89°53'27" East 2,660.12 feet to easterly line of said Northwest quarter; thence along said easterly line South 00°36'25" West 99.04 feet to the southwest corner of Parcel Map 9723 filed in Book 111 Pages 54 through 56 inclusive of Parcel Maps in said County Recorder's Office; thence along the southerly line of said Parcel Map North 89°54'26" East 1,330.01 feet to the southeast corner thereof; thence along the easterly line of said Parcel Map North 00°38'08" East 99.32 feet to the most westerly corner of Parcel Map 17572 filed in Book 137, Pages 65 through 67 inclusive of Parcel Maps of said County Recorder's Office; thence along southerly and easterly lines of said Parcel Map the following two courses:

1. North 89°53'30" East 664.97 feet;
2. South 00°39'44" West 1,322.51 feet to the southerly line of the northeast quarter of said Section 16;

thence along said southerly line North 89°52'53" East 664.90 feet to the easterly quarter corner of said Section 16; thence along the easterly line of said northeast quarter, North 00°39'56" East 2,542.75 feet to the southerly right-of-way of Alessandro Boulevard as shown on California Department of Transportation Map No. 435571-7 on file with the County of Riverside as Map No. 205-253; thence along said southerly right of way North 89°53'24" East 1,201.72 feet; thence leaving said southerly right-of-way, along the easterly line of parcel 2 of said Record of Survey the following ten courses:

1. South 38°39'15" East 2,811.22 feet;
2. South 30°07'21" East 1,855.76 feet;
3. South 70°03'01" West 662.52 feet;
4. North 20°02'22" West 173.57 feet;
5. South 70°00'53" West 560.28 feet;
6. South 19°56'28" East 774.22 feet;
7. North 70°03'01" East 55.54 feet;
8. South 01°00'36" West 2,375.44 feet;
9. South 09°31'07" East 2,716.43 feet;
10. South 19°19'15" East 1,012.51 feet to a point on the southerly right-of-way of Van Buren Boulevard as described in a document filed in Book 1973 Page 74835 in said County Recorder's Office, said point being the beginning of a non tangent curve concave southeasterly having a radius of 2,944.79 feet, a radial line to said beginning of curve bears North 22°44'28" West;

thence along said southerly right of way the following seven courses:

1. Southwesterly 176.85 feet along said curve through a central angle of 03°26'28";
2. South 63°49'04" West 597.28 feet;



3. South 59°06'47" West 90.43 feet;
4. South 64°41'15" West 102.99 feet;
5. South 62°13'15" West 99.99 feet;
6. South 63°11'38" West 99.70 feet;
7. South 64°31'15" West 111.41 feet;

thence leaving said southerly right-of-way North 00°01'43" West 70.59 feet to the centerline of Van Buren Boulevard as shown on the map filed in Book 84, Page 37 of Records of Survey; thence along said centerline the following four courses:

1. South 63°49'04" West 94.73 feet to the beginning of a curve concave northerly having a radius of 2,999.79 feet;
2. Southwesterly, westerly and northwesterly along said curve 2,930.12 feet through a central angle of 55°57'54";
3. North 60°13'02" West 648.18 feet to the beginning of a curve concave southerly having a radius of 2,999.79 feet;
4. Northwesterly and westerly along said curve 1,542.27 feet through a central angle of 29°27'26" to the southerly line of said Section 21;

thence along said southerly line South 89°40'27" East 2,218.79 feet to the Section corner common to said Sections 21, 22, 27, and 28; thence along the southerly line of said Section 22, North 89°35'25" East 1,282.57 feet to a line that is parallel with and 1369.40 feet westerly of the east line of the southwest quarter of said Section 22; thence along said parallel line North 00°30'42" East 2,663.96 feet to the southerly line of the northwest quarter of said Section 22; thence leaving said parallel line along said southerly line South 89°35'58" West 0.09 feet to a line that is parallel with and 1369.40 feet westerly of the easterly line of the northwest quarter of said Section 22; thence along said parallel line North 00°43'30" East 2,653.93 feet to the northerly line of said section 22; thence leaving said parallel line along said northerly line South 89°56'15" East 0.03 feet to a line that is parallel with and 1369.40 feet westerly of the easterly line of the southwest quarter of said Section 15; thence leaving said northerly line along said parallel line North 00°35'14" East 659.98 feet; thence leaving said parallel line North 89°56'13" West 1,276.82 feet to the easterly line of said Section 16; thence along said easterly line South 00°39'56" West 660.00 feet to the Section corner common to said Sections 15, 16, 21 and 22; thence along the northerly line of said Section 21 South 89°51'02" West 1,992.05 feet; thence leaving said northerly line, South 00°46'26" West 664.03 feet; thence South 89°54'50" West 664.37 feet to the East line of the northwest quarter of Section 21; thence along said East line South 00°48'48" West 663.32 feet to the South line of the northerly half of the northwest quarter of said Section 21; thence along said South line South 89°58'15" West 2,657.96 feet to the West line of the northwest quarter of said Section 21; thence along said West line North 00°58'16" East 1,321.17 feet to the **POINT OF BEGINNING**.

Containing 57,125,475 square feet or 1,311.4205 acres, more or less, based on grid distance calculation.



The bearings and 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, 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 mineral 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, including 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, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor), 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 ("FFA"), 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 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 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 Section VII.D. of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.



V. CONDITION

A. The 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. COVENANTS

A. Lead-Based Paint ("LBP").

1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. The Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d (Title X), of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978. This disclosure includes the receipt of available records and reports pertaining to LBP and/or LBP hazards; receipt of the lead hazard information pamphlet; and inclusion of the 24 C.F.R. Part 35 Subpart H and 40 C.F.R. Part 745 Subpart F disclosure and lead warning language in the Title X Lead-Based Paint Disclosure Statement in the contract of sale.

2. The Grantee covenants and agrees that, in any improvements on the Property defined as target housing by Title X and constructed prior to 1978, LBP hazards will be disclosed to potential occupants in accordance with Title X before use of such improvements as a residential dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

3. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable Federal, State, and local laws relating to LBP. The Grantee acknowledges that the Grantor assumes no liability for 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 LBP on



the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. Asbestos-Containing Materials (“ACM”).

The Grantee is warned that the Property may be improved with buildings, facilities, and equipment 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. The Grantee acknowledges that the Grantor assumes no liability for 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. 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. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

D. Grantor Covenant.

1. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9620(h)(3)), the following is notice of hazardous substances on the Property and the description of remedial action taken concerning the Property:

a. The Grantor has made a complete search of its files and records. Exhibit A, Part 1, 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, so, on the Property; and the date(s) that such storage, release, or disposal took place.

b. A description of the remedial actions taken on the Property regarding hazardous substances is contained in Exhibit A, Part 2.

c. A map of the sites where remedial actions were taken is attached as Exhibit B.

2. The United States covenants and warrants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed, and 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 shall be conducted by the United States. The foregoing covenant shall not apply in any case in which the 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, or is a potentially responsible party as a result of an act or omission affecting the Property.

E. Endangered Species.

The Grantee acknowledges that threatened or endangered species, as those terms are defined under the Federal Endangered Species Act of 1973, as amended (the "Act") are present on certain portions of the Property and acknowledges receiving a copy of the Disposal and Reuse of March Air Force Base Biological Opinion, dated November 9, 1999. The Grantee covenants and agrees to comply with the terms of the biological opinion, including, without limitation, the obligation to consult with the United States Fish and Wildlife Service as necessary in connection with the construction and development of new improvements on the Property and mitigation of impacts to habitat of the endangered Stephens' Kangaroo Rat according to the formula set out in the biological opinion.

F. Wetlands.

The property contains wetlands protected under Federal and State laws and regulations which, among other things, restrict activities that involve the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; and dams and dikes. The Grantee covenants and agrees that in its use of the Property, it will comply with all Federal, State, and local laws minimizing the destruction, loss, or degradation of wetlands. Before locating new construction in wetlands, the Grantee shall contact the United States Army Corps of Engineers and obtain a permit or waiver under Section 404 of the Clean Water Act of 1977 as amended. For purposes of this provision, "new construction" includes structures, facilities, draining, dredging, channelizing, filling, diking, impounding, and related activities.

G. Hazards to Air Navigation.

Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Air Space," or under the authority of the Federal Aviation Act of 1958, as amended.

VII. MISCELLANEOUS

A. Each covenant of this Deed shall be deemed to "touch and concern the land" and shall "run with the land."

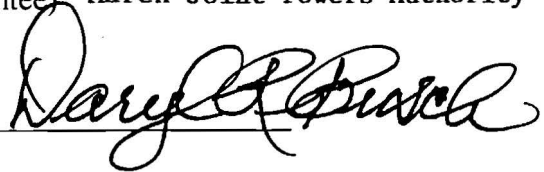


Acceptance

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

DATE: April 25, 2001

✓
(Grantee) March Joint Powers Authority

By: 

Attest:



Certificate of Grantee's Attorney

I, John 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 25 day of April, 2001.

By: 

Title: Legal Counsel



VIII. LIST OF EXHIBITS

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

A. Notice of Hazardous Substances Released or Disposed of and Notice of Remedial Actions Taken on the Property.

B. Map of Remedial Actions Taken on the Property.

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.

UNITED STATES OF AMERICA

By: Joyce K Frank
JOYCE K. FRANK
Deputy Director
Air Force Base Conversion Agency

Certificate of Acknowledgment

Commonwealth of Virginia :

ss.

County of Arlington :

On FEBRUARY 28, 2001 before me, DEBRA L. DICKSON, a Notary Public, personally appeared JOYCE K. FRANK known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (s)he executed the same in ~~(his)~~(her) authorized capacity, and that by ~~(his)~~(her) signature on the instrument, the entity on behalf of which ~~(he)~~(she) acted, executed the instrument.



Debra L Dickson
Notary Public

My commission expires on DECEMBER 31, 2003.

DEBRA L. DICKSON
NOTARY PUBLIC COMMONWEALTH OF VIRGINIA
My Commission Expires: December 31, 2003



Exhibit A to Quitclaim Deed

Notice of Hazardous Substances Stored or Disposed of

And

Notice of Remedial Actions Taken on the Property

Part 1: Hazardous Substances.

IRP Site 3, a landfill, contained household waste, demolition debris, oil, solvents, thinners, and polychlorinated biphenyls. IRP Site 25, a munitions residue burial site, contained residue from small arms ammunition, egress items (e.g., aircraft ejection seat cartridges), smoke grenades, starter cartridges and other pyrotechnics that were deactivated in the detonation pit. Approximately 300 gallons of acetone were reportedly disposed of at this site. IRP Site 40, a landfill, contained drums, battery casings, construction rubble, and other debris.

Part 2: Remedial Action Taken.

Approximately 223,300 cubic yards of landfill materials and soil were removed from IRP Site 3 in 1996. Confirmation sampling conducted after the interim removal action confirmed that the site had been cleaned to levels protective of human health and the environment.

Approximately 3,000 cubic yards of non-hazardous waste and contaminated soils were removed from IRP Site 25 in 1996. Confirmation sampling conducted after the interim removal action confirmed that the site had been cleaned to levels protective of human health and the environment.

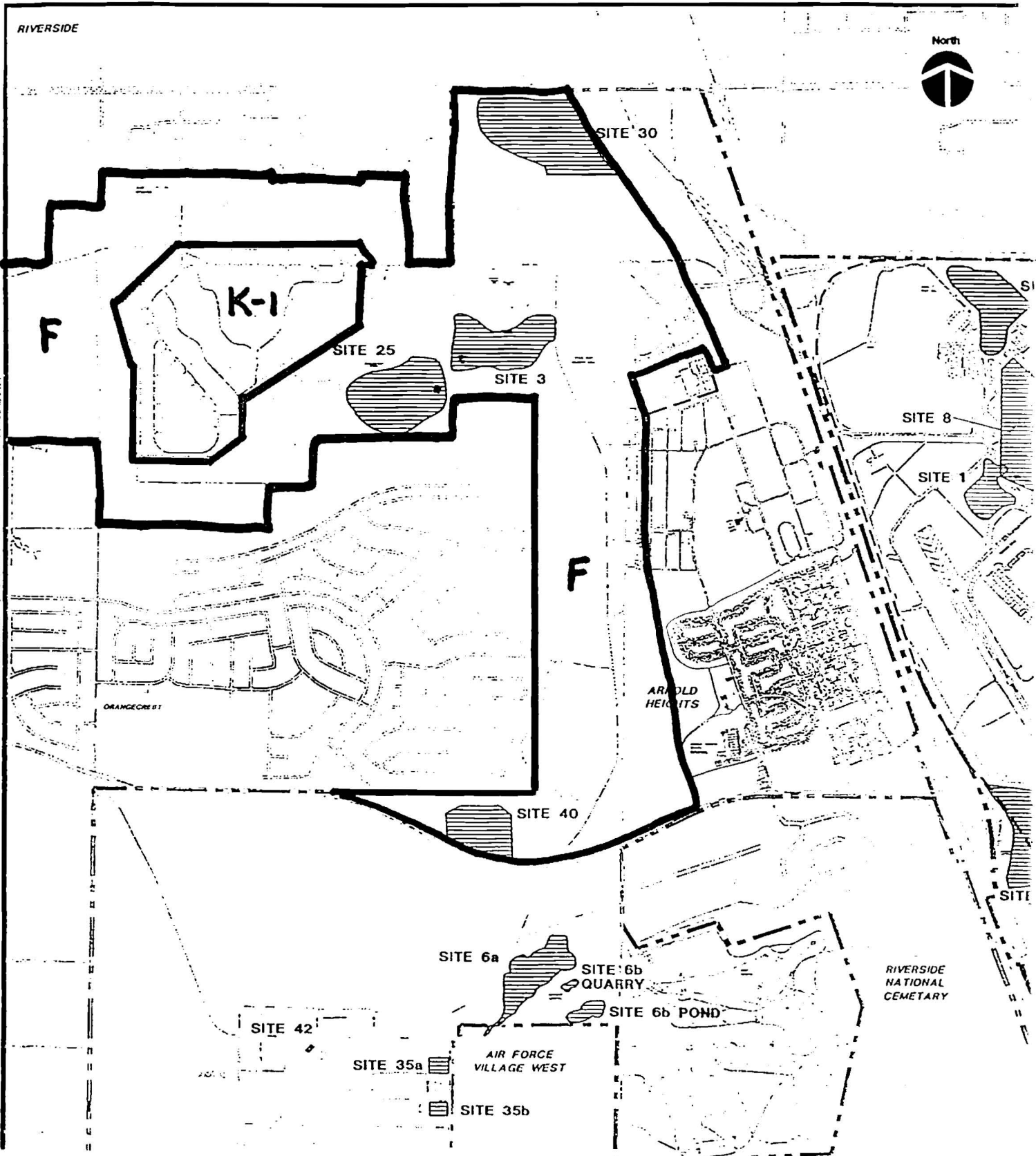
Approximately 6,800 cubic yards of non-hazardous materials were removed from IRP Site 40 in 1994. Confirmation sampling conducted after the interim removal action confirmed that the site had been cleaned to levels protective of human health and the environment. During a later site visit and evaluation of available data, levels of mercury were identified in the sediments in a pond located at Site 40 that may present a threat to ecological receptors. The EPA and Air Force have researched the current site condition and potential corrective actions and determined that any actions taken to prevent exposure to mercury in sediments may be more disruptive to wetland habitat at Site 40 than leaving the sediment in place.

IRP Site 30 is also shown on Exhibit B, "Map of the Remedial Actions Taken on the Property." That site was characterized as a "surface trash" site and was found to contain no hazardous substances that required remedial action.





Exhibit B to Quitclaim Deed
Map of Remedial Actions Taken on the Property



FOR RECORDER'S USE ONLY

PRELIMINARY CHANGE OF OWNERSHIP REPORT

[To be completed by transferee (buyer) prior to transfer of subject property in accordance with Section 480.3 of the Revenue and Taxation Code.] A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located, this particular form may be used in all 58 counties of California. THIS REPORT IS NOT A PUBLIC DOCUMENT

SELLER/TRANSFEROR: United States of America
BUYER/TRANSFEE: March Joint Powers Authority
ASSESSOR'S PARCEL NUMBER(S) Former Military Base, see deed
PROPERTY ADDRESS OR LOCATION: Former Military Base, see deed
MAIL TAX INFORMATION TO: Name March Joint Powers Authority
Address P.O. Box 7480, Moreno Valley, CA 92552
Phone (8 a.m. - 5 p.m.) 909.656.7000

GARY L. ORSO, ASSESSOR-COUNTY CLERK-RECORDER, P.O. BOX 12004, RIVERSIDE, CA 92502-2204

NOTE: A lien for property taxes applies to your property on January 1 of each year for the taxes owing in the following fiscal year, July 1 through June 30. One-half of these taxes is due November 1, and one-half is due February 1. The first installment becomes delinquent on December 10, and the second installment becomes delinquent on April 10. One bill is mailed before November 1 to the owner of record. IF THIS TRANSFER OCCURS AFTER JANUARY 1 AND ON OR BEFORE DECEMBER 31, YOU MAY BE RESPONSIBLE FOR THE SECOND INSTALLMENT OF TAXES DUE FEBRUARY 1.

The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the Riverside County Assessor-County Clerk-Recorder. For further information on your supplemental roll obligation, please call the Riverside County Assessor-County Clerk-Recorder at (909) 955-6200

PART I: TRANSFER INFORMATION (please answer all questions)

Yes No

- A. Is this transfer solely between husband and wife (Addition of a spouse, death of a spouse, divorce settlement, etc.)?
B. Is this transaction only a correction of the name(s) of the person(s) holding title to the property (For example, a name change upon marriage)?
C. Is this document recorded to create, terminate, or reconvey a lender's interest in the property?
D. Is this transaction recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g. cosigner)?
E. Is this document recorded to substitute a trustee under a deed of trust, mortgage, or other similar document?
F. Did this transfer result in the creation of a joint tenancy in which the seller (transferor) remains as one of the joint tenants?
G. Does this transfer return property to the person who created the joint tenancy (original transferor)?
H. Is this transfer of property:
1. to a trust for the benefit of the grantor, or grantor's spouse?
2. to a trust revocable by the transferor?
3. to a trust from which the property reverts to the grantor within 12 years?
I. If this property is subject to lease, is the remaining lease term 35 years or more including written options?
J. Is this transfer between parent(s) and child(ren)? or from grandparent(s) to grandchild(ren)? Within the same county?
K. Is this transaction to replace a principal residence by a person 55 years of age or older? Within the same county?
L. Is this transaction to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code Section 69.5? Within the same county?

*If you checked yes to J, K, or L, you may qualify for a property tax reassessment exclusion, which may result in lower taxes on your property. If you do not file a claim, your property will be reassessed.

Please provide any other information that would help the Assessor to understand the nature of the transfer.

If you have answered "yes" to any of the above questions, except J, K or L, please sign and date otherwise complete the balance of the form.

PART II: OTHER TRANSFER INFORMATION

- A. Date of transfer if other than recording date April 25, 2001
B. Type of transfer. Please check the appropriate box.
Purchase Foreclosure Gift Trade or Exchange Merger, Stock, or Partnership Acquisition
Contract of Sale - Date of Contract
Inheritance - Date of /Death Other: Please explain:
Creation of lease Assignment of Lease Termination of Lease Sale / Leaseback
Date lease began
Original term in years (including written options)
Remaining term in years (including written options)
C. Was only a partial interest in the property transferred? Yes No
If yes, indicate the percentage transferred %

Please answer, to the best of your knowledge, all applicable questions, sign and date. If a question does not apply, indicate "N/A."

PART III: PURCHASE PRICE AND TERMS OF SALE

- A. CASH DOWN PAYMENT OR value of trade or exchange (excluding closing costs) Amount \$ 1.00
- B. FIRST DEED OF TRUST @ _____ % interest for _____ years. Pymts./Mo. = \$ _____ (Prin. & Int. only) Amount \$ 0
- FHA (_____ Discount Points) Fixed Rate New Loan
 Conventional Variable Rate Assumed Existing Loan Balance
 VA (_____ Discount Points) All inclusive D.T. (\$ _____ Wrapped) Bank or Savings & Loan
 Cal-Vet Loan Carried by Seller Finance Company
 Balloon Payment Yes No Due Date _____ Amount \$ _____
- C. SECOND DEED OF TRUST @ _____ % interest for _____ years. Pymts./Mo. = \$ _____ (Prin. & Int. only) Amount \$ 0
- Bank or Savings & Loan Fixed Rate New Loan
 Loan Carried by Seller Variable Rate Assumed Existing Loan Balance
 Balloon Payment Yes No Due Date _____ Amount \$ _____
- D. OTHER FINANCING: Is other financing involved not covered in (B) or (C) above? Yes No Amount \$ _____
 Type _____ @ _____ % interest for _____ years. Pymts./Mo. = \$ _____ (Prin. & Int. only)
 Bank or Savings & Loan Fixed Rate New Loan
 Loan Carried by Seller Variable Rate Assumed Existing Loan Balance
 Balloon Payment Yes No Due Date _____ Amount \$ _____
- E. WAS AN IMPROVEMENT BOND ASSUMED BY THE BUYER? Yes No Outstanding Balance: Amount \$ 0
- F. TOTAL PURCHASE PRICE (or acquisition price, if traded or exchanged, include real estate commission if paid.) \$ 1.00
 TOTAL ITEMS A THROUGH E

G. PROPERTY PURCHASED Through a broker Direct from seller From a family member Other (explain) _____

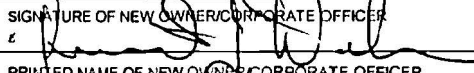
If purchased through a broker, provide broker's name and phone number: _____
 Please explain any special terms, seller concessions, or financing and any other information that would help the Assessor understand the purchase price and terms of sale. _____

PART IV: PROPERTY INFORMATION

- A. TYPE OF PROPERTY TRANSFERRED:
- Single-family residence Agricultural Timeshare
 Multiple-family residence (no. of units: _____) Co-op/Own-your-own Manufactured Home
 Commercial/Industrial Condominium Unimproved Lot
 Other (Description: Former Air Force Property)
- B. IS THIS PROPERTY INTENDED AS YOUR PRINCIPAL RESIDENCE? Yes No
 If yes, enter date of occupancy _____ / _____ / 20____ Or intended occupancy _____ / _____ / 20____
- C. IS PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE (i.e., furniture, farm equipment, machinery, etc.)?
 (other than a manufactured home subject to local property tax?) Yes No
 If yes, enter the value of the personal property included in the purchase price \$ _____ (Attach itemized list of personal property).
- D. IS A MANUFACTURED HOME INCLUDED IN PURCHASE PRICE? Yes No
 If yes, how much of the purchase price is allocated to the manufactured home? \$ _____
 Is the manufactured home subject to local property tax? Yes No What is the Decal Number? _____
- E. DOES THE PROPERTY PRODUCE INCOME? Yes No If yes, is the income from:
 Lease/Rent Contract Mineral Rights Other—Explain _____
- F. WHAT WAS THE CONDITION OF THE PROPERTY AT THE TIME OF SALE?
 Good Average Fair Poor
 Please explain the physical condition of the property and provide another information (such as restrictions, etc.) that would assist the Assessor in determining the value of the property.
Former Weapons Storage Area and undeveloped Land

CERTIFICATION

I certify that the foregoing is true, correct and complete to the best of my knowledge and belief.

SIGNATURE OF NEW OWNER/CORPORATE OFFICER 	DATE 5/7/01
PRINTED NAME OF NEW OWNER/CORPORATE OFFICER Kenneth J. Delino, Executive Director	DAYTIME PHONE NUMBER (909) 656-7000

(NOTE: The Assessor may contact you for further information)

If a document evidencing a change of ownership is presented to the recorder for recordation without the concurrent filing of a preliminary change of ownership report, the recorder may charge an additional recording fee of twenty dollars (\$20.00).

