Office of the City Manager

City of Tustin
300 Centennial Way
Tustin, CA 92780
714.573.3010
FAX 714.838.1602

WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment & Closure Office
Southwest Division
Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, California 92132-5189

Dear Mr. Carsillo:

I have reviewed the Agreement Between the United States of America and the City of Tustin, California ("City") for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin ("Agreement").

To the best of the City's information, knowledge and belief, I certify that all representations of the City set forth in the Agreement are true and correct as of the 15th day of May, 2002, the date of the Property Closing.

Sincerely,

William A. Huston, City Manager
City of Tustin

03-72975.01

DEPARTMENT OF THE NAVY
SOUTHWEST DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132-5190

William A. Huston, City Manager
City of Tustin
300 Centennial Way
Tustin, CA 92780

Dear Mr. Huston:

I have reviewed the Agreement Between the United States of America ("Government") and the City of Tustin, California for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin ("Agreement").

To the best of the Government's information, knowledge and belief, I certify that all representations of the Government set forth in the Agreement are true and correct as of the 13th day of May, 2002, the date of the Property Closing.

Sincerely,

WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment & Closure Office
Southwest Division
Naval Facilities Engineering Command

03-72975.01

EXECUTION VERSION
May 10, 2002

CONFIDENTIAL DOCUMENT
REAL PROPERTY NEGOTIATION
(CA GOVERNMENT CODE SECTION 54956.8)
Attorney-Client Privilege
(To be Removed Upon Execution)

AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CITY OF TUSTIN, CALIFORNIA
FOR THE CONVEYANCE OF A PORTION OF THE FORMER MARINE CORPS AIR STATION TUSTIN

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MARINE CORPS AIR STATION TUSTIN

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AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CITY OF TUSTIN, CALIFORNIA
FOR THE CONVEYANCE OF A PORTION OF THE FORMER MARINE CORPS AIR STATION TUSTIN

This Agreement for the Conveyance of Real Property (hereinafter referred to as the "Agreement") is entered into this 13 day of May 2002 (the "Effective Date"), between the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (the "Government"), and the **CITY OF TUSTIN, CALIFORNIA** (the "City"), recognized as the local redevelopment authority by the Office of Economic Adjustment on behalf of the Secretary of Defense with regard to the disposition and conveyance of portions of the former Marine Corps Air Station Tustin, California. The Government and the City are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS:

A. The Defense Base Closure and Realignment Commission recommended the closure of Marine Corps Air Station Tustin ("MCAS Tustin") located within the Cities of Tustin and Irvine, California and consisting of approximately one-thousand six-hundred and two (1,602) acres of real property, together with the buildings, improvements and related and other personal property located thereon and all rights, easements and appurtenances thereto.

B. Pursuant to the authority provided by section 2905(b)4 of the Defense Base Closure and Realignment Act of 1990, as amended, and the implementing regulations of the Department of Defense (32 CFR Part 175), the Secretary of the Navy is authorized to convey surplus property at a closing installation to the local redevelopment authority at no cost for economic development purposes. By application dated March 5, 1999, as subsequently amended, the City applied for a "No-Cost" Economic Development Conveyance ("EDC") for portions of MCAS Tustin (the "EDC Application"), to be used and developed in accordance with the "Reuse Plan for MCAS Tustin" dated October 1996 and amended by Errata of September 1998 (the "Base Reuse Plan") that was reviewed and approved by the United States Department of Housing and Urban Development.

C. Following an extensive review of the EDC Application, the Government has approved the EDC Application in part. Those portions of MCAS Tustin to be conveyed to the City pursuant to this Agreement are described in Exhibit "A" of this Agreement, and are referred to herein as the "Property." Those portions of the MCAS Tustin not part of the approved EDC

Application and intended for sale by the Government are also described in Exhibit "A" of this Agreement, and are referred to herein as the "Government Parcels."

D. Since some of the Property is not presently suitable for conveyance, such portions of the Property will be transferred to the City pursuant to a Lease in Furtherance of Conveyance ("LIFOC").

E. The Government prepared an Environmental Baseline Survey ("EBS") for the Property dated March 2001, a copy of which has been provided to the City.

F. In accordance with the provisions of the National Environmental Policy Act ("NEPA") of 1969, as amended, and the California Environmental Quality Act ("CEQA"), the Government and the City prepared a Joint Environmental Impact Statement/Environmental Impact Report ("EIS/EIR") for the disposal and reuse of the Property. The City certified the EIS/EIR as complete on January 17, 2001. A Record of Decision ("NEPA ROD") regarding the disposal of the Property, which is attached hereto as Exhibit "D" and made a part hereof as if set out at length, was issued on March 2, 2001.

G. In accordance with the provisions of the National Historic Preservation Act, the Government has determined that the disposal of the Property, as hereinafter defined, will have an effect upon those portions of the Property that are listed or that are eligible for listing in the National Register of Historic Places. A Memorandum of Agreement among the Department of the Navy, the California State Historic Preservation Officer ("SHPO") and the Advisory Council on Historic Preservation, which is attached hereto as Exhibit "K" and made a part hereof as if set out at length, sets forth in full the Parties' obligations under the National Historic Preservation Act and implementing regulations.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and the respective representations, agreements, covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Government and the City agree as follows:

ARTICLE 1. Definitions

1.1 **Closing.** The transactions by which portions of the Property shall be conveyed to the City. The Parties contemplate that there will be multiple Closings, including an Initial Closing and Subsequent Closings.

1.1.1 **Initial Closing.** The date on which Parcel Group I and the Initial

Personal Property will be conveyed to the City, and the remaining Parcels will be leased to the City through a LIFOC, as set forth below.

1.1.2 **Subsequent Closing**. Each Closing after the Initial Closing.

1.2 **Easement.** An interest in real property as described in Article 6.

1.3 **Environmental Reports**. The documents included in the CERCLA administrative record for MCAS Tustin and EBS, FOSTs, FOSLs, and any supporting documents specifically referred to therein, including the lead-based paint and asbestos surveys relating to the improvements on the Real Property.

1.4 **FOST**. A Finding of Suitability to Transfer ("FOST") that represents a written determination by the Government that the Real Property or a Parcel may be transferred by Quitclaim Deed to the City in full compliance with Section 120(h)(3) or Section 120(h)(4) of CERCLA.

1.5 **LIFOC**. The Lease In Furtherance Of Conveyance entered into at the Initial Closing by the Government and the City and attached hereto and made a part hereof as Exhibit "E".

1.6 **Parcel**. A portion of the Real Property described in Exhibit A.

1.7 **Personal Property**. That certain tangible personal property, including without limitation, furnishings, furniture, machinery, equipment, tools, appliances, utility distribution systems, and vehicles to be transferred to the City under this Agreement.

1.7.1 **Initial Personal Property**. That Personal Property to be transferred to the City at the Initial Closing, including those items left in place on the Real Property, pursuant to the terms and conditions set forth in a Bill of Sale in substantially the form attached hereto and made a part hereof as Exhibit "F-1".

1.7.2 **Subsequent Personal Property**. That Personal Property to be transferred to the City at a time after the Initial Closing pursuant to the terms and conditions set forth in a Bill of Sale in substantially the form attached hereto and made a part hereof as Exhibit "F-2".

1.8 **Property**. The property consists of Real Property, Easements and Personal Property.

1.9 **Quitclaim Deed(s)**. Those certain recordable quitclaim deeds conveying

ownership of the Real Property to the City. The deeds for Parcel Group I to be conveyed at the Initial Closing are attached hereto and made a part hereof as Exhibits "C-A" through "C-H." The deeds to be delivered at the Subsequent Closings shall be in substantially the same form as the deeds for Parcel Group I, provided, however, that such deeds will be tailored to meet the requirements of the FOSTs for such Parcels.

1.10 **Real Property**. The real property consisting of approximately 1153 acres of land located within the bounds of the former MCAS Tustin, as shown in the EDC Application comprising: Parcels 1, 4-8, 10-12, 14, 16, 17, 19, 25-34, 40, and 42; a 1.25 acre portion of Parcel 24 for use as a fire station located generally adjacent to Edinger and the future West Connector; more particularly described in Exhibit "A" attached hereto and made part hereof. The Real Property shall include, but shall not be limited to, any right, title or interest the Government may have in the following:

1.10.1 All buildings, facilities, roadways, and other infrastructure, including the entire MCAS Tustin storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Real Property (including all replacements or additions thereto between the date of this Agreement and the date of conveyance of the Real Property to the City),

1.10.2 All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto,

1.10.3 All rights to minerals, gas, oil, and water.

1.10.4 If the County of Orange withdraws its Public Benefit Conveyance Application for MCAS Tustin Reuse Plan Disposal Site 2, then and in that event, the Parties agree to amend this Agreement to include such Disposal Site 2 within the scope of this Agreement.

1.11 **Title Insurer**. Such title insurance company as the City shall from time to time designate.

ARTICLE 2. No Cost EDC.

Pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, as amended, the Government agrees to transfer and convey the Property to the City pursuant to a "No Cost EDC" and the City agrees to acquire, the Property, as described in Exhibits "A", "F" and "G" in consideration of the covenants, conditions and restrictions

contained herein and other good and valuable consideration, subject to the terms, conditions and general provisions set forth in this Agreement.

ARTICLE 3. Transfer and Conveyance.

3.1 **Sequence of Conveyances.** The Government agrees to convey the Real Property to the City in multiple parcels, by separate conveyances and Closings, subject to the due execution of a FOST, covering each Parcel or subsection of a Parcel. The schedule for the conveyance of each Parcel is dependent upon the Government's ability to remediate the environmental contamination on such Parcel in a manner described in paragraph 3.4 below. The initial Parcels to be conveyed to the City will be Parcel Group I on or before the first day of May 2002. The Government shall use its best efforts to convey the Property to the City, in accordance with the following schedule (the "Conveyance Schedule"):

3.1.1 Parcel Group I, consisting of approximately 977 acres as set forth in Exhibit "B," on May 1, 2002;

3.1.2 Parcel Group II, consisting of approximately 39 acres as set forth in Exhibit "B" in December 2002 (These parcels will be leased in conjunction with the conveyance of Parcel Group I);

3.1.3 Parcel Group III, consisting of approximately 18 acres as set forth in Exhibit "B" in September 2006 (These parcels will be leased in conjunction with the conveyance of Parcel Group I), and;

3.1.4 Parcel Group IV, consisting of approximately 119 acres as set forth in Exhibit "B" in April 2008 (These parcels will be leased in conjunction with the conveyance of Parcel Group I).

The Parties recognize that although the Government will utilize its best efforts to achieve conveyances by the dates set forth above, those dates are based on the present best estimate of work required to complete the Government's remedial actions, the full extent and nature of which are not presently known. The Parties also recognize that the anticipated dates for conveyance may be impacted by regulator and public review and other events not within the control of the Parties.

Following the Initial Closing, the City shall not refuse to accept the conveyance of any Parcel tendered by the Government following the execution of the FOST for such Parcel. Failure to accept such conveyance within 30 days following the tender of the Quitclaim Deed for such Parcel shall be a breach of this Agreement pursuant to Article 31.

3.2 **Legal Descriptions**. Legal descriptions of the Real Property and Easements have been provided by the City to the Government. In the event that an error is made in a legal description, the Parties and their successors and assigns will cooperate, at no expense to the Government, in executing and delivering instruments required to correct the error.

3.3 **Quitclaim Deeds**. The Real Property shall be conveyed by good and sufficient Quitclaim Deeds in substantially the form of the Quitclaim Deeds attached hereto and made a part hereof as Exhibits "C-1" through "C-8" for the conveyance of Parcel Group I.

3.4 **Environmental Condition**. Remediation of the Real Property shall be conducted in a manner that is consistent, to the maximum extent practicable, with the Base Reuse Plan.

3.5 **Subparcels**. The City shall have the unilateral right, at its sole cost and expense, to specify that one or more of the Parcels included in a Parcel Group other than Parcel Group I shall be conveyed in a reasonable number of Subparcels provided that the City complies with the following conditions: (1) The City prepares plats and legal descriptions of the Subparcels for review and approval by the Government, (2) the City will accept simultaneous conveyance from the Government of all Subparcels within the Parcel for which subparcelization is requested, (3) that such subparcelization shall not otherwise delay the conveyance of all or any portion of the Parcel(s); and (4) that such subparcelization shall not increase the Government's remediation costs. Either Party may request that remediated portions of any Parcel be conveyed prior to the unremediated remainder of such Parcel; however, any such conveyance shall require the mutual consent of the Parties and any costs associated therewith shall be borne by the requesting Party.

3.6 **Preparation of Quitclaim Deeds**. The Parties acknowledge that it is in their mutual best interest to coordinate and cooperate in the preparation of the Quitclaim Deeds. Accordingly, the Parties shall, to the maximum extent practicable, exchange information, coordinate the drafting of the Quitclaim Deeds, and conclude the review of documents as rapidly as possible.

3.7 **Surveys and Title Insurance**. Any title insurance that may be desired by the City shall be procured at its sole cost and expense. The Government shall cooperate with the City or its authorized agent and shall permit examination and inspection of any documents relating to the title of the Property as it may have available. If such searches disclose title exceptions that appear to be in error or of concern to the City, Government agrees to cooperatively work with the City to have the title exceptions removed, released, or insured over.

3.8 **LIFOC**. The Government shall lease to the City all Parcels not conveyed to the City at the Initial Closing through the LIFOC.

3.9 **Personal Property**. The Government's right, title and interest in the Initial Personal Property shall be transferred to the City at the Initial Closing pursuant to the terms and conditions of a Bill of Sale, in substantially the form attached hereto and made part hereof as Exhibit "F-1"; the Government's right, title and interest in the Subsequent Personal Property shall be transferred to the City at a time subsequent to the Initial Closing when the Government no longer requires such Subsequent Personal Property for Government activities at MCAS Tustin or MCAS El Toro pursuant to the terms and conditions of a Bill of Sale, in substantially the form attached hereto and made part hereof as Exhibit "F-2."

ARTICLE 4. City Subsequent Conveyance and Use of Property.

4.1 Following conveyance of Property from the Government to the City, the City shall:

4.1.1 **Santa Ana Unified School District**. Convey approximately twenty-two (22) acres of Parcel 1 to the Santa Ana Unified School District ("SAUSD") (or otherwise dispose of such 22 acres, as agreed to by the City and SAUSD), provided that SAUSD agrees to settle its disputes with the City; if the SAUSD does not execute a settlement agreement with the City by February 27, 2003, convey such 22 acres to the Rancho Santiago Community College District ("RSCCD").

4.1.2 **Rancho Santiago Community College District**. Convey approximately fifteen (15) acres of Parcel 1 to the Rancho Santiago Community College District ("RSCCD").

4.1.3 **South Orange County Community College District.**

4.1.3.1 Convey the balance of Parcel 1 (less the twenty-two (22) acre portion set aside for SAUSD) to the South Orange County Community College District ("SOCCCD"), provided that SOCCCD unconditionally consents to the expansion of RSCCD's boundary to include the property in Parcel 1 to be transferred to RSCCD; if SOCCCD does not so consent by May 1, 2002, convey the entire Parcel 1, exclusive of the 22 acre portion set aside for SAUSD, to RSCCD.

4.1.3.2 Convey the northern portion of Parcel 19 to SOCCCD, provided that SOCCCD unconditionally consents to the expansion of RSCCD's boundary to include the property in Parcel 1 to be transferred to RSCCD.

4.1.3.3 Convey Parcel 2 to SOCCCD, provided that SOCCCD unconditionally consents to the expansion of RSCCD's boundary to include the property in Parcel 1 to be transferred to RSCCD and, provided further, that the County of Orange

Sheriff's Department withdraws its PBC Application and Parcel 2 is included as part of the Real Property as defined herein.

ARTICLE 5. Disposal of Government Parcels.

5.1 The Government intends to dispose of the Government Parcels to persons and entities other than the City. The Government shall ensure that any sale solicitation documents concerning the Government Parcels clearly state that the entities acquiring such Government Parcels, must work with the City of Tustin or the City of Irvine, as appropriate, as the local governmental bodies with zoning and other approval authority over the ultimate use of such parcels, on issues such as the fair share allocation of the cost of required infrastructure improvements that could be attributable to the development of such Government Parcels and the need to comply with the requirements of the MCAS Tustin Homeless Assistance Plan incorporated in the Base Reuse Plan and the Homeless Assistance Agreement, as amended ("Homeless Agreements"). The Homeless Agreements identify fourteen (14) units within the City of Irvine and thirty-six (36) units within the City of Tustin. Towards such implementation, the Parties agree that the City shall not adopt a regulatory exaction requirement for homeless purposes of more than twelve (12) units as described herein on the Government Parcels within the City of Tustin. In the event that the City adopts a regulatory exaction or imposes a greater requirement for homeless purposes on the Government Parcels within the City of Tustin, the Government may consider such imposition to be a breach of this Agreement and the Government may exercise any available remedies as set forth in Article 30.1 of this Agreement. However, it shall not be considered a breach of this Agreement, if, after the purchase of a Government Parcel or Parcels is completed, the City proposes, and thereafter the City and any such purchaser(s) mutually agree to, a different allocation of units for homeless purposes.

5.2 The City has prepared a Specific Plan that delineates planning areas for MCAS Tustin and describes the permitted and conditionally permitted land uses, site development standards, and special development or reuse requirements within those planning areas. The Government Parcels are located in several of the planning areas. To facilitate the sale of the Government Parcels, unless enjoined by a court of competent jurisdiction, the City shall promptly initiate, strongly support and affirmatively pursue all steps required to consider adoption of the Specific Plan (the "entitlement"), as it affects the Government Parcels within the City of Tustin in substantially the same form as is contained in the Base Reuse Plan, and consistent with the City's General Plan. The City shall take all implementing actions required of it to permit redevelopment of the Government Parcels including, but not limited to the active support and advocacy of any relevant state legislation. In entering into this Agreement, the Parties contemplate that the entitlement for the development of both the Real Property and Government Parcels will be made available by the City no later than the same time that such entitlement is available for the first increment of Real Property to be sold or developed (with the exception of infrastructure construction and development) by the City unless the City is enjoined

by a court of a competent jurisdiction from rezoning the Real Property and Government Parcels. In the event that such entitlement is not available for the Government Parcels, the City shall not sell or develop (with the exception of infrastructure construction and development) any increment of Real Property until such time as the entitlement is available for the Government Parcels. If the City proceeds with such sale or development (with the exception of infrastructure construction and development) in violation of this Agreement, the Navy may terminate the Agreement as provided in Article 30.

5.3 City agrees to take such reasonable actions as may be required to facilitate the sale of the Government Parcels. The City also agrees that purchasers of the Government Parcels will be treated in the same manner as any other purchaser of property within MCAS Tustin with regards to such matters as may affect sales and development, including the imposition of exactions.

ARTICLE 6. Easements.

6.1 **Assignment of Existing Easements**. To the extent such easements exist and are assignable, the Government shall assign to the City any easements held by the Government over, under, or through non-Government property necessary for the operation, maintenance, or improvement of any Parcel or utility infrastructure systems conveyed to the City, substantially in the form set forth in Exhibit "G-1", attached hereto ("Assignment of Easement"). To the extent such easements are not assignable by the Government, the Government will cooperate with the City to acquire from such property owners the necessary access rights.

6.2 **Easements over Remaining Government Property**. The Government shall grant to the City general access easements and such other specific easements: 1) on, across, or over all portions of MCAS Tustin that are part of the Real Property, but not yet conveyed to the City, or that are to be conveyed to others, that are required by the City for operation and maintenance, improvement, or for the construction, operation and maintenance of any new or existing utility systems and roadways, and 2) on, across, or over all roads located on the MCAS Tustin remaining under the Government's ownership, provided such easements do not unduly conflict with the Government's activities or responsibility to protect human health and the environment or to conduct investigation or remediation activities substantially in the form set forth in Exhibit "G-2", attached hereto ("Easement").

6.3 **Reserved Easements Over Conveyed Parcels**. The Quitclaim Deeds shall contain any necessary reservations of easements by the Government that are reasonably required for the benefit of real property remaining under the Government's ownership, including but not limited to non-exclusive easements for ingress and egress, operation and maintenance and construction of any new or existing utility systems on, over, or across certain existing roads located on such conveyed Parcels, as applicable.

ARTICLE 7. Closing and Settlement.

7.1 **Opening of Escrow**. If an escrow is required by either Party for any Closing other than the Initial Closing, the Parties agree to jointly develop escrow instructions consistent with this Agreement for the Closing, as necessary. The Parties shall deposit the agreed upon escrow instructions with a Title Company and the instructions shall serve as instructions to the Title Company, as the escrow holder, for each of the Closings contemplated hereby. The Government and the City agree to execute such additional escrow instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement, provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control. If no escrow is established, the deliveries shall be made by each Party to the other at a mutually agreed upon time and location, consistent with the other provisions of this Agreement. The Government shall not be responsible for any costs associated with an escrow.

7.2 **Schedule**. The Parties shall use their best effort to consummate the Initial Closing on or before the first day of May 2002 and Subsequent Closings in accordance with the Conveyance Schedule set forth in Article 3, or such other mutually agreeable date.

7.3 **Pre-Closing Government Deliveries**. The Government shall make available to the City at the execution of this Agreement and within 72 hours prior to each Closing documents defined in Articles 9 and 10.

7.4 **Government Initial Closing Deliveries**. The Government shall deliver to the Initial Closing the following documents reasonably satisfactory to the City and in a form previously reviewed and approved by the City, duly authorized, executed, and notarized:

7.4.1. Quitclaim Deed(s) in the form set forth in Exhibits "C-1" through "C-8", for the Parcels that comprise Parcel Group I to be conveyed at the Initial Closing pursuant to this Agreement.

7.4.2. Easements in the form set forth in Exhibit "G-2"

7.4.3 Assignment of Easements in the form set forth in Exhibit "G-1."

7.4.4 FOSTs for the Parcels that comprise Parcel Group I to be conveyed at the Initial Closing.

7.4.5 Bill of Sale for the Initial Personal Property that will be conveyed to the City in the form set forth in Exhibit "F-1."

7.4.6 The LIFOC in the form set forth in Exhibit "E."

7.4.7 The Government's Finding of Suitability to Lease ("FOSL").

7.4.8 Certificate confirming that the Government representations in this Agreement are true and correct as of the date of the Closing in substantially the form set forth in Exhibit J-1.

7.4.9 A fully executed Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards in the form set forth in Exhibit "H."

7.5 **City Initial Closing Deliveries.** The City shall deliver to the Initial Closing the following Closing Documents reasonably satisfactory to the Government and in a form previously reviewed and approved by the Government, duly authorized, executed and notarized:

7.5.1. A City resolution authorizing the City to consummate the transaction.

7.5.2. Accepted Quitclaim Deed(s) in the form set forth in Exhibits "C-1" through "C-8", for the Parcels that comprise Parcel Group I to be conveyed at the Initial Closing pursuant to this Agreement.

7.5.3. Accepted Easements in the form set forth in Exhibit "G-2."

7.5.4. Accepted Assignment of Easements in the form set forth in Exhibit "G-1."

7.5.5. The LIFOC in the form set forth in Exhibit "E."

7.5.6 A fully executed Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards in the form set forth in Exhibit "H."

7.5.7. Such additional documents as may be required by California law, the Title Insurer, or the Government.

7.5.8. Certificate confirming that the representations of the City in this Agreement are true and correct as of the date of the Closing in substantially the form set forth in Exhibit J-2.

7.6 **Government Subsequent Closing Deliveries.** The Government shall deliver to each Subsequent Closing the following documents reasonably satisfactory to the City and in a form previously reviewed and approved by the City, duly authorized, executed and notarized:

7.6.1. Quitclaim Deed(s) in substantially the form set forth in Exhibits "C-1" through "C-8", conveying the Parcel(s) to be conveyed at that Closing pursuant to this Agreement.

7.6.2. FOST(s) for such Parcel(s) to be conveyed at that Closing.

7.6.3. Certificate confirming that the Government representations in this Agreement are true and correct as of the date of the Closing in substantially the form set forth in Exhibit J-1.

7.6.4 A fully executed Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards substantially the form set forth in Exhibit H.

7.7 **City Subsequent Closing Deliveries.** The City shall deliver to each Subsequent Closing the following Closing Documents reasonably satisfactory to the Government and in a form previously reviewed and approved by the Government, duly authorized, executed and notarized:

7.7.1 Accepted Quitclaim Deed(s) in the form set forth in Exhibits "C-1" through "C-8", for the Parcels to be conveyed at that Closing pursuant to this Agreement.

7.7.2 A fully executed Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards in the form set forth in Exhibit "H."

7.7.3 Such additional documents as may be required by California law, the Title Insurer, or the Government.

7.7.4 Certificate confirming that the representations of the City in this Agreement are true and correct as of the date of the Closing in substantially the form set forth in Exhibit J-2

7.8 **Subsequent Personal Property**. The Government shall execute and deliver to the City the Bill of Sale for the Subsequent Personal Property at a mutually convenient time and place following a determination by the Government that it no longer requires the use of the Subsequent Personal Property substantially the form set forth in Exhibit F-2.

ARTICLE 8. Time of the Essence.

In order to facilitate the economic redevelopment of MCAS Tustin and the Government's disposal of the Property, time is of the essence in this Agreement.

ARTICLE 9. Environmental Reports.

9.1 The Government has made all known relevant Environmental Reports of material significance available for inspection and copying by the City prior to the execution of this Agreement and shall continue to make them readily available as environmental investigations continue. The City and its transferees, agents, successors and assigns, at their own expense, shall have the right to inspect, review, and copy the Environmental Reports with seventy-two (72) hour prior notice.

9.2 The CERCLA administrative record component of the Environmental Reports shall be indexed and an up-to-date copy of the index shall be provided to the City prior to the Initial Closing and again prior to each Subsequent Closing for subsequent Parcels.

9.3 At all times the Government shall keep the City fully informed of the Government's progress in completing the remediation of each Parcel.

ARTICLE 10. Delivery of Property Documents

On or about the date of the Initial Closure, the Government will make available with seventy-two (72) hour prior notice for transfer to and removal or copying by the City those surveys, soils and geological reports, studies, assessments, test results, well close-out reports, leases, licenses, easements, permits, contracts and other documents relating to the physical or structural composition of the Property including plans and specifications for buildings and other improvements, drawings of underground utility systems (including gas, sewer, water, electrical, and telephone), personal property (including executed and completed motor vehicle transfer of ownership forms) and any and all other documents of material significance to the ownership, use, management or operation of the Property ("Property Documents") which may be physically located at Building 368, MCAS El Toro, at Southwest Division of the Naval Facilities Engineering Command, or at such other place as the Government identifies as the repository of Property Documents. The Government shall make available to the City any other documents available to the Government that the City may reasonably request relating to the Property. The Government shall cooperate with the City in providing information about title, physical condition and other matters relating to the ownership, maintenance, operation and use of the Property.

ARTICLE 11. Use of Proceeds From Sale or Lease.

11.1 **Economic Development Purposes**. Any proceeds from a sale, lease, or

equivalent use of the Property (i.e., any mechanism that serves to accomplish the same purposes of a sale or lease such as licenses, permits, concession agreements, etc.) received by the City for the Property during the first seven (7) years after the recordation of the first Quitclaim Deed or LIFOC for a part of the Real Property, must be used to support long-term job creation and the economic redevelopment of, or related to, MCAS Tustin. Tax revenues shall not be construed to be proceeds from a sale, lease, or equivalent use of the Property.

11.2 **Examples of Allowable Uses Proceeds.** Allowable uses of proceeds pursuant to subparagraph 11.1 include payment for, or offsetting the costs of public investment, for the following purposes:

- Road construction
- Transportation management facilities
- Storm and sanitary sewer construction
- Police and fire protection facilities and other public facilities
- Utility construction
- Building rehabilitation
- Historic property preservation
- Pollution prevention equipment or facilities
- Demolition
- Disposal of hazardous materials generated by demolition
- Landscaping, grading, and other site or public improvements
- Planning for or the marketing of the redevelopment and reuse of MCAS Tustin

Other activities on MCAS Tustin that are related to those listed above (for example, new construction related to job creation and economic redevelopment, capital improvements, and operation and maintenance of MCAS Tustin needed to market its redevelopment and reuse) shall also be considered an appropriate, allowable use of such proceeds. In order for investments made off of MCAS Tustin to be considered allowable use of such proceeds, the City shall submit appropriate documentation to the Government for its approval which demonstrates that such investments are related to those listed above and directly benefit the City's economic redevelopment and long-term job generation efforts on MCAS Tustin. The Government shall notify the City of its receipt of the City's request within thirty (30) calendar days of receipt of the City's request and shall use its best efforts to notify the City of its decision within sixty (60) calendar days of the date of the Government's initial notification of receipt.

The Government acknowledges that the following projects directly benefit the City's economic redevelopment and long-term job generation efforts on MCAS Tustin not subject to prior Government approval: the Tustin Ranch Road Interchange/Walnut extension project, the Peters Canyon Channel improvements project, the Santa Ana/Santa Fe Channel improvements, off-site transportation/circulation mitigation measures required by the EIS/EIR for the Disposal

and Reuse of MCAS Tustin and other mitigation costs as identified in the EDC Application, as amended.

Proceeds provided to the Santa Ana Unified School District ("SAUSD"), restricted for use to construct or acquire school facilities either on or off MCAS Tustin, or used by the City to install utility connections off-site to any site conveyed by the City to SAUSD, or to reimburse SAUSD for any fair share obligation it may have for backbone infrastructure to serve MCAS Tustin, or to finance any obligations to SAUSD, shall also be an allowable use of proceeds that will not be subject to recoupment, including any obligation that the City may incur to make payments out of land sale proceeds to SAUSD after the seven (7) year recoupment period identified in subparagraph 11.1. City to modify based on agreement language to date

11.3 **Records.** Consistent with standard accounting practices for tax purposes, the City shall maintain adequate records and books of account for income and expenses related to the redevelopment of MCAS Tustin detailing transactions described in subparagraphs 11.1 and 11.2. The City shall provide the Government with access to such records and books of account and proper facilities for inspection thereof at all reasonable times.

11.4 **Financial Statements.** The City shall submit to the Government an annual financial statement certified by an independent certified public accountant. The statement shall cover the City's use of proceeds it receives from the sale, lease, or equivalent use of the Property. The first such statement shall be delivered on December 1, 2003, and shall cover the period from the date of recordation of the first Quitclaim Deed or LIFOC until June 30, 2003. The next seven annual statements shall be submitted on December 1 of each succeeding year and shall cover the time period from July 1 of the previous year to June 30 of the year of submittal. The last such annual statement shall be delivered on December 1, 2009. The annual financial statements shall cover the use of all proceeds from all Property that has been conveyed by the Government to the City pursuant to this Agreement from the date of recordation of the first Quitclaim Deed to the end of the relevant annual reporting period.

11.5 **Recoupment of Proceeds.** The Government may recoup all proceeds described in subparagraph 11.1, which have not been reinvested in allowable uses described in subparagraphs 11.1 or 11.2. If recoupment is desired after review of annual financial statements, the Government shall notify the City in writing that it intends to recoup proceeds in a specific amount, describing why it believes that those proceeds have not been reinvested as required by subparagraph 11.1 or 11.2. Within 30 days of receipt of such notification, the City shall submit its response to the Government. Within 30 days of receipt of the City's response, or within 30 days of the date the City's response was due under this subparagraph, the Government shall issue its decision on the matter, which shall be final and binding on the City subject to the Dispute Resolution Procedures contained in Article 25. The City shall remit the amount of recoupment due within 60 days of the final resolution of the dispute.

ARTICLE 12. Government's Representation.

12.1 The Government hereby represents to the City on and as of the Effective Date and will represent as of the date of each closing as follows:

12.1.1 Execution of Agreement. That the Government has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the Government pursuant hereto, and all required action and approvals therefor have been duly taken and obtained for the Initial Closing. The Government further represents to the City that as of the date(s) of Subsequent Closing(s), the Government shall have full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the Government pursuant hereto for the Subsequent Closing(s) unless subsequently prohibited by law. This Agreement and all documents to be executed pursuant hereto by the Government are and shall be binding upon and enforceable against the Government in accordance with their respective terms.

12.1.2 Complete Information. All known relevant Environmental Reports and Property Documents of material significance have been made available to the City for inspection and copying.

12.1.3 Contracts, Leases, or Licenses. To the best of Government's knowledge, information and belief, the Government is not aware of any contracts, leases, or licenses with respect to the Real Property that will survive closing. To the best of Government's knowledge, no default has occurred and no event has occurred, with notice or lapse of time or both, which would constitute a default under any agreement, contracts, leases or other obligations of the Government related to the operations of the property and all such agreements, contracts, leases and other obligations, if any, with regard to the Property to be conveyed. The Government has not assigned a security interest in any of the agreements,

12.1.4 Personal Property. To the best of Government's knowledge, information and belief, the Government is not aware of any security interests or other encumbrances on the title of any of the Personal Property listed in the Bill(s) of Sale.

ARTICLE 13. City Representations.

The City hereby represents to the Government that on and as of the Effective Date and on and as of the Initial Closing, the City has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the City pursuant

hereto, and all required action and approvals therefor have been duly taken and obtained for the Initial Closing. The City further represents to the Government that as of the Subsequent Closing(s), the City shall have full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the City pursuant hereto, and all required action and approvals will have been duly taken and obtained for the Subsequent Closing(s). The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the City shall be duly authorized to sign the same on the City's behalf and to bind the City thereto. This Agreement and all documents to be executed pursuant hereto by the City are and shall be binding upon and enforceable against the City in accordance with their respective.

ARTICLE 14. Environmental Provisions.

The Government recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Public Law 102-484) as amended, regarding indemnification of transferees of closing Department of Defense property.

ARTICLE 15. Covenant Against Contingent Fees.

The City warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing the successful purchase of the Property by the City. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally. For breach or violation of the warranty, Government has the right to annul this Agreement without liability or in its discretion to require the City to pay, in addition to the consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 16. Notices.

Notices shall be deemed sufficient under this Agreement if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure set forth herein by the intended recipient of such notice):

If to the City: City of Tustin
300 Centennial Way
Tustin, California 92780
Attn: City Manager

	Christine Shingleton Assistant City Manager City of Tustin 300 Centennial Way Tustin, California 92780
With a copy to:	George R. Schlossberg, Esq. Kutak Rock LLP 1101 Connecticut Avenue, N.W. Suite 1000 Washington, DC 20036 (202) 828-2418
If to Government:	Commanding Officer Southwest Division Engineering Field Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92132-5189
With a copy to:	Navy BRAC Operations Southwest Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92132-5189

ARTICLE 17. Prior Liabilities.

17.1 To the extent provided by law, the Government shall remain responsible for all liabilities, claims, demands, judgments, suits, litigation, amounts payable (collectively, "Pre-Closing Obligations") against the Government attributable to the period prior to the conveyance or lease of the Property to the City. The City shall notify the Government of the existence or occurrence of any such Pre-Closing Obligations of which it has knowledge and shall cooperate with the Government in the disposition thereof.

17.2 To the extent provided by law, the Government agrees that it shall be solely responsible for activities of its employees, agents or contractors conducted on the Property by the Government, its agents, employees or contractors under this Agreement.

ARTICLE 18. Finality of Conveyance.

18.1 **Effect of Quitclaim Deeds.** The delivery of the executed Quitclaim Deeds pursuant to this Agreement from the Government to the City shall be deemed full performance by the Government of its obligations hereunder with regard to those Parcels conveyed by each Quitclaim Deed other than any obligations of the Government which are required by this Agreement or by law (including without limitation any obligations under CERCLA Section 120(h) and Section 330 of the Department of Defense Authorization Act of 1993, as amended) to be performed after the delivery of each such Quitclaim Deed.

18.2 **Possession.** Upon any Closing, the Government shall immediately deliver to the City possession of the Property conveyed in such Closing in the condition required by this Agreement.

18.3 **No Right of Rescission.** There shall be no right of rescission in the Government as to the Property, or any portion thereof, once conveyed to the City.

ARTICLE 19. As Is Where Is.

Except as provided herein, all of the Property conveyed or leased hereunder will be "as is" and without any representation or warranty whatsoever and without any obligation on the part of the United States of America except as expressly provided for by law, this Agreement, the Quitclaim Deeds or the LIFOC.

ARTICLE 20. Government's Covenants.

20.1 From the Effective Date, the Government shall not do, permit, or agree to do, any of the following:

20.1.1 Sell, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever or otherwise perform or permit any act which will diminish or otherwise affect the City's interest under this Agreement or in or to the Property or which will prevent the Government's full performance of its obligations hereunder, without the prior written consent of the City; or

20.1.2 Remove any fixtures or the Personal Property, without the prior written consent of the City, except when such removals or alterations are in association with the Government's continuing obligations under CERCLA or Government's caretaker operations at either MCAS Tustin or MCAS El Toro.

20.1.3 The provisions of 20.1.1 shall not apply to notices, restrictions or covenants to restrict the use of Property incorporated into Quitclaim Deeds, or entered into by the Government and the California Department of Toxic Substances Control

pursuant to § 1471 of the California Civil Code and Chapters 6.5 and 6.8 of the California Health & Safety Code that are executed for a given parcel contemporaneously with the execution of Quitclaim Deeds for such Parcel at the Initial Closing or Subsequent Closings, and in accordance with a CERCLA ROD or FOST for the Parcel.

ARTICLE 21. Liability for Environmental Contamination.

Notwithstanding any other provision of this Agreement, and except as set forth in the Quitclaim Deeds described herein or as provided under leases entered into between the City and the Government prior to the date of execution of this Agreement and the LIFOC, the City does not hereby assume any liability or responsibility for environmental impacts and damage located on the Real Property prior to the date of conveyance to the City or caused by the Government's use of hazardous materials on any portion of the Property prior to the date of conveyance. The City has no obligation under this Agreement to undertake the defense of any claim or action, whether in existence now or brought in the future, or to conduct any cleanup or remediation action solely arising out of the use or release of any hazardous materials, on or from any part of the Property: 1) due solely to activity on the Property by the Government or 2) during the Government's ownership of the Property except as provided under leases entered into between the City and the Government prior to the date of execution of this Agreement and the LIFOC.

ARTICLE 22. Short Form Notice.

Upon execution of this Agreement, the City and Government shall execute the Short Form Notice of Agreement attached hereto as Exhibit "I". The Short Form Notice of Agreement shall be recorded in the Official Records of the County of Orange, California immediately following the execution of this Agreement.

ARTICLE 23. Modification; Waivers.

This Agreement contains the entire agreement and understanding of the parties in respect to the purchase and sale of the Property, and may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the Parties. A waiver by a Party of a specific provision shall not be deemed a waiver of any subsequent provision. The Parties hereto shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein.

ARTICLE 24. Further Assurances.

24.1 The Parties acknowledge that it is their mutual intent to effectuate an orderly, amicable, and expeditious transfer of the Property from Government to the City and that, toward that end, (i) any or all ambiguities herein shall, to the extent practicable, be construed in the way

most liberally conducive to the aforesaid conveyance, (ii) neither Party shall be considered the drafter of this Agreement or any of its provisions for the purposes of any statute, case law, or rule of interpretation or construction, that would or might cause any provision to be construed against the drafter of the Agreement, (iii) the Parties agree to take such additional acts and/or to permit such additional actions (including but not limited to any actions required in the event it shall become necessary, before or after the conveyances contemplated herein, to effect a formal subdivision or subdivisions of the Property) and (iv) the Parties agree to execute, deliver and perform under the terms of such other documents as their respective legal counsel may deem necessary or appropriate to effect the purposes of this Agreement.

24.2 The Parties acknowledge that the City executed a Memorandum of Agreement dated September 21, 2000 with the United States for the continued operation of a United States Army Reserve Facility at the former MCAS Tustin attached hereto as Exhibit "L" ("Army Reserve Agreement"). The Parties shall cooperate to implement the Army Reserve Agreement.

ARTICLE 25. Dispute Resolution Procedures.

25.1 If a dispute arises under this Agreement, the following procedures shall apply: (1) Either Party may invoke this dispute resolution procedure, (2) The Parties shall make reasonable efforts to informally resolve disputes at the lowest level prior to the issuance of a formal written statement of dispute under the procedures set forth below, and (3) Both Parties shall abide by the terms and conditions of any final resolution of the dispute.

25.2 Within thirty (30) days after any action which leads to or generates a dispute or after efforts to informally resolve a dispute have failed, either Party may submit a written statement of dispute to the other Party setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's technical and legal position regarding the dispute, and the relief requested. The Commanding Officer, Southwest Division, Naval Facilities Engineering Command and the City Manager of the City, shall serve as Dispute Resolution Managers for their respective Party. The written statement of dispute shall be mailed by the Dispute Resolution Manager for the disputing Party to the Dispute Resolution Manager for the other Party.

25.3 The Dispute Resolution Managers shall have twenty-one (21) working days to resolve the dispute from the date of receipt of the written statement of dispute. The resolution of the dispute shall be memorialized in writing.

25.4 The Parties shall diligently perform under this Agreement pending the completion of these dispute resolution procedures.

25.5 If the Dispute Resolution Managers are unable to resolve the dispute within twenty-one working days of receipt of the written statement of dispute, the Parties may pursue whatever remedies they may have at law or equity.

25.6 The timeframes set forth above for reporting and resolution of disputes may be extended by mutual agreement of the Parties and such agreement shall be memorialized in writing.

ARTICLE 26. Survival and Benefit.

Continuing rights, interests and obligations of the Parties shall survive Closing as provided in this Agreement and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement otherwise shall be construed as creating any rights of enforcement by any person or entity that is not a party hereto, nor any rights, interests or third party beneficiary status for any entity or person other than the Parties hereto.

ARTICLE 27. Interpretation.

27.1 The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

27.1.1 The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement.

27.1.2 Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa.

27.1.3 Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

27.1.4 The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

27.1.5 This Agreement shall be governed by and construed in accordance with Federal law and the laws of the State of California, provided, that in the event of a conflict between Federal law and the laws of the State of California, the Federal law shall govern.

27.1.6 Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday observed by the performing party, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

27.1.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 28. Non-Discrimination.

The City covenants for itself, its successors and assigns, that it will comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property. The foregoing shall not be construed to prohibit the operation of federal or state approved programs focusing on the special needs of the homeless, veterans, victims of domestic violence and other classes of persons at risk; not shall it be construed to prohibit employment practices not otherwise prohibited by law. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

ARTICLE 29. Availability of Funds.

29.1 The Government's obligations under this Agreement are subject to the availability of funds appropriated for such purpose. Nothing in this Agreement shall be construed as or constitute a commitment or requirement that the Government obligate or pay funds in contravention of the Antideficiency Act, 31 U.S.C. Section 1341, or that Congress, at a later time, will appropriate funds sufficient to meet deficiencies.

29.2 Actions of the City shall be governed by and subject to the provisions of California law relating to a general law city. Except for the City's recoupment obligations set out in Article 11 of this Agreement, there shall be no obligation for the payment or expenditure of money by the City under this Agreement unless the City first certifies that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to the expenditure.

ARTICLE 30. Termination and Remedies for Nonperformance.

30.1 In the event a Party hereto fails to observe or perform any of its obligations under this Agreement or otherwise breaches the Agreement, after having been provided written notice and failing to cure the default within thirty (30) days after such notice, the other Party will be entitled to exercise any and all of the remedies for breach which are provided herein, as well as any other remedies to which the Party is entitled at law or in equity, including the right to terminate this Agreement and the LIFOC.

30.2 Failure by the City to accept the conveyance of a Parcel by Quitclaim Deed within thirty (30) days following Government execution of a FOST and tender of such Quitclaim Deed for such Parcel may be deemed a breach of this Agreement and the Government may exercise any available remedies, as set forth in paragraph 30.1 above. Notwithstanding the foregoing, the City shall not be liable for monetary damages if it does not accept conveyance of a Parcel in a timely manner as provided in this paragraph 30.2.

ARTICLE 31. Failure to Insist on Compliance.

The failure of either Party to insist, in any one or more instances, upon strict performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of such Party's right to future performance of this Agreement, but the obligations of the other Party with respect to such future performance shall continue in full force and effect. Whenever the terms of this Agreement call for one Party to approve an action or make a determination before the other Party may undertake or perform such action, said approval or determination shall not be unreasonably denied or delayed.

ARTICLE 32. Modification; Waivers.

This Agreement, together with all exhibits hereto, contains the entire agreement and understanding of the parties in respect to the conveyance of the Property, and may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the Parties. A waiver by a Party of a specific provision shall not be deemed a waiver of any other provision. The Parties hereto shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein.

ARTICLE 33. Counterparts.

This Agreement may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.

ARTICLE 34. Utilities for Government Parcels.

The City will take all reasonable steps necessary to transfer water, electric, sewer, natural gas and storm drain systems to the appropriate utility providers. To the maximum extent practicable, the City shall work with utility service providers other owners and prospective owners to facilitate the provision of water, electrical, and sewerage services to property retained by Government and/or transferred by public sale or via public benefit conveyances.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have caused their duly appointed representatives to execute this Agreement as of the Effective Date set forth above.

THE UNITED STATES OF AMERICA,
Acting by and through the Department of the Navy

By: _____
WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated: 5/13/02

CITY OF TUSTIN

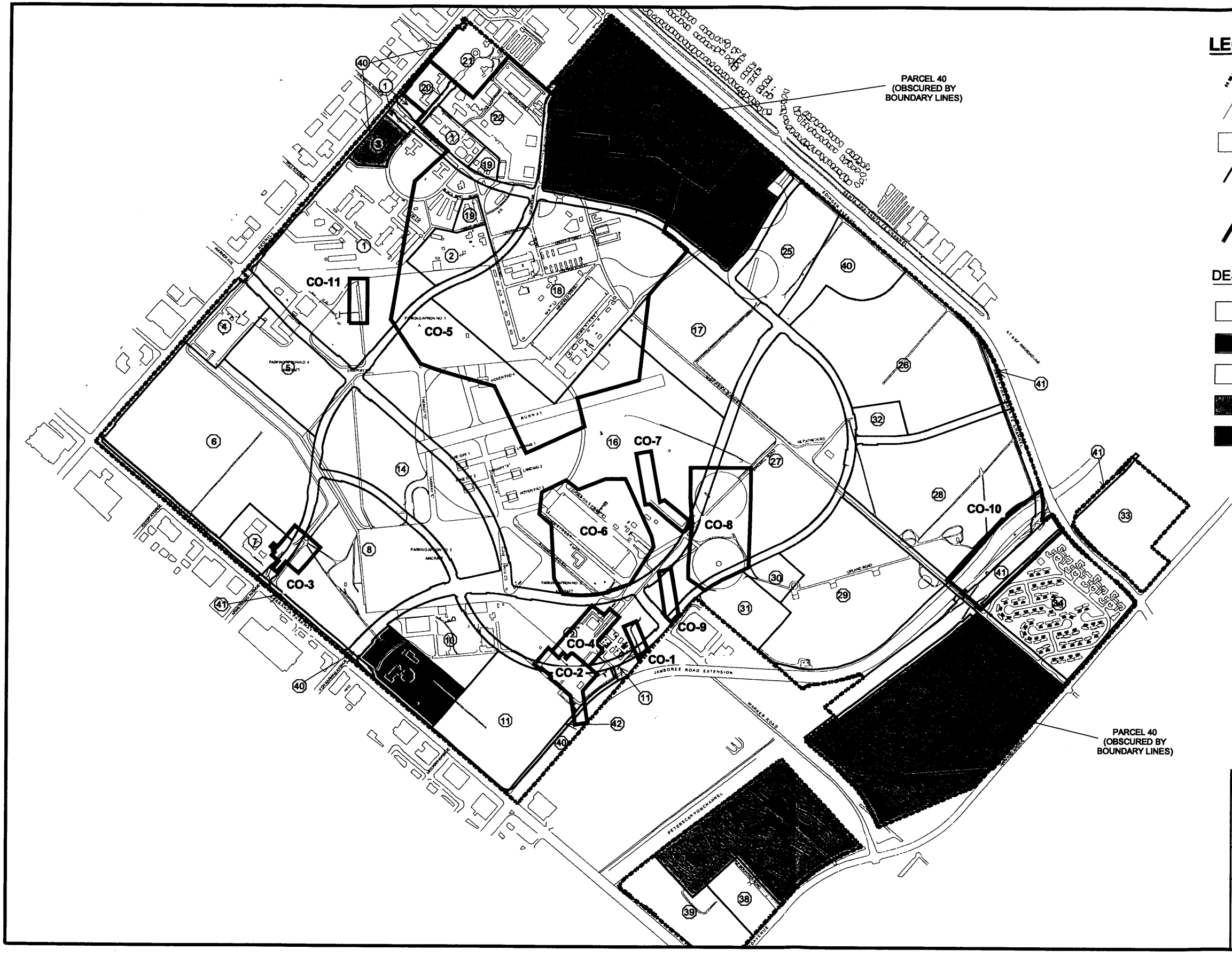
By: _____
WILLIAM A. HUSTON
City Manager

Attest:

By: _____
Pamela Stoker
City Clerk

Approved as to form:

By: _____
Lois Jeffrey, Esq.
City Attorney



LEGEND

- GOVERNMENT PROPERTY LINE
- ROAD
- BUILDING OR STRUCTURE
- PARCEL BOUNDARY
- 27 PARCEL NUMBER
- CARVE-OUT AREA

DESCRIPTION OF PROPERTY

- ECONOMIC DEVELOPMENT CONVEYANCE
- GOVERNMENT PARCELS
- PUBLIC BENEFIT CONVEYANCE
- TRANSFERRED
- FEDERAL TO FEDERAL

N

1200 0 1200 Feet

MOA Exhibit A

Marine Corps Air Station Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 5/9/02
File No.: 187L8855
Job No.: 22214-187
Rev No.: D

PARCEL 40
(OBSCURED BY
BOUNDARY LINES)

CO-11

CO-7

CO-10

CO-3

CO-9

CO-1

JAMBOREE ROAD EXTENSION

MARINE ROAD

PARCEL 40
(OBSCURED BY
BOUNDARY LINES)

LEGEND

- GOVERNMENT PROPERTY LINE
- ROAD
- BUILDING OR STRUCTURE
- PARCEL BOUNDARY
- 27 PARCEL NUMBER
- CARVE-OUT AREA

PARCEL GROUPS

- GROUP I
- GROUP II
- GROUP III
- GROUP IV

N

1200 0 1200 Feet

MOA Exhibit B

Marine Corps Air Station Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 5/9/02
File No.: 187L8679
Job No.: 22214-187
Rev No.: D

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

EXECUTION VERISON 5/10/02

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED A AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471

This **DEED** is made this day of 2002, by the **UNITED STATES OF AMERICA,** acting by and through the Department of the Navy, (the "GRANTOR") in favor of the **CITY OF TUSTIN, CALIFORNIA** the recognized local redevelopment authority for Marine Corps Air Station Tustin (the "GRANTEE"),

RECITALS:

WHEREAS

A. The GRANTEE has requested conveyance from the GRANTOR of a portion of the former Marine Corps Air Station Tustin, ("MCAS Tustin") which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L. No. 101-510; "Base Closure Act") and which is no longer required for military purposes; and

B. The GRANTOR is authorized to convey property at MCAS Tustin to the GRANTEE pursuant to the Base Closure Act; and

C. The GRANTOR has completed remedial actions on the property at MCAS Tustin to be conveyed to GRANTEE that are necessary to provide the covenant required by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I); and

D. The GRANTOR has found and determined that the property at MCAS Tustin to be conveyed to GRANTEE is suitable for transfer pursuant to Finding of Suitability for Transfer ("FOST") dated September 28, 2001; and

E. The GRANTOR and the GRANTEE have entered into the Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin (the "Agreement"), which sets forth the terms and conditions of the conveyance of portions of MCAS Tustin from the GRANTOR to the GRANTEE; and

F. Pursuant to California Civil Code §1471, GRANTOR has determined that it is reasonably necessary to impose certain restrictions on the use of the Property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the Property described hereinafter with particularity.

NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property, comprising approximately 25.3 acres, more or less (hereinafter "Property"), as more particularly described as Parcel Parcel I-A-1 in Exhibit "A."

1. TOGETHER WITH:

1.1. All buildings, facilities, roadways, rail lines, and other infrastructure, including the entire MCAS Tustin storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Property,

1.2 All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto,

1.3 All rights to minerals, gas, oil, and water.

2. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity:

2.1 The GRANTEE agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record.

2.2 A FOST has been completed and an Environmental Baseline Survey ("EBS") report is referenced in the FOST. The FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. GRANTEE acknowledges that it has received copies of the EBS and the FOST and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

2.3 Except as otherwise provided herein, or as otherwise provided by law, 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" and "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. Except for the environmental remediation which may be required to be undertaken by GRANTOR pursuant to paragraph 2.6 below, 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.

2.4. **Notices And Covenants:**

2.4.1. **Notices: Hazardous Substance Notification.** Pursuant to 42 U.S.C. § 9620(h)(3)(A), and the provisions of 40 C.F.R. part 373, the Grantor has made a complete search of its files and records concerning the Property and hereby gives notice that based on that research no hazardous substances were stored, released, or disposed of on the Property.

2.4.2. **Grant of Covenant [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I)].** The GRANTOR covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of transfer.

2.4.3. **Additional Remediation Obligation [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(II)].** The GRANTOR covenants and warrants that GRANTOR shall conduct any additional remedial action found to be necessary after the date of transfer for any hazardous substance existing on the Property prior to the date of this Deed. This covenant shall not apply to the extent that the GRANTEE caused or contributed to any release or threatened release of any hazardous substance, pollutant, or contaminant.

2.4.4. **Access [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(iii)].** In connection with GRANTOR's covenant in 2.4.3 above and in connection with ongoing remediation on GRANTOR's property adjacent to the Property, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that GRANTOR, or its officers, agents, employees, contractors and subcontractors, shall have the right, upon reasonable notice to GRANTEE, to enter upon the Property in any case in which a response or corrective action is found to be necessary at such property after the date of this deed or such access is necessary to

carry out a response action or corrective action on adjoining property. Neither GRANTEE, nor its successors and assigns, shall have any claim on account of such entries against the United States or any of its officers, agents, employees, contractors or subcontractors. The right to enter shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary, including, but not limited to monitoring wells, pumping wells and treatment facilities, and the installation of associated utilities. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, the GRANTOR (1) shall give the GRANTEE reasonable notice of any action to be taken related to such remedial or corrective actions on the Property, and (2) make reasonable efforts to minimize interference with the on-going use of the Property. Furthermore, the GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between the necessary environmental investigation and remediation activities and the GRANTEE's use of the Property. Any inspection, survey, investigation or other response, corrective or remedial action undertaken by GRANTOR will, to the maximum extent practical, be coordinated with representatives designated by the GRANTEE.

In connection with GRANTOR's remedial actions described above, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any such action.

2.5. **Indemnification Regarding Transferees.** The GRANTOR hereby recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. 102-484), as amended, regarding indemnification of transferees of closing Department of Defense property.

2.6. **Non-Discrimination**. GRANTEE covenants for itself, its successors and assigns, that it will comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property. The foregoing shall not be construed to prohibit the operation of federal or state approved programs focusing on the special needs of the homeless, veterans, victims of domestic violence and other classes of persons at risk; nor shall it be construed to prohibit employment practices not otherwise prohibited by law. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

3. FLOOD PLAIN NOTIFICATION: To the extent that any portion of the Property lies within a floodplain as defined in Section 6(c) of Executive Order No. 11988, Floodplain Management, dated May 24, 1977, construction, development and other uses of that portion of the Property could be restricted by the standards and criteria of the National Flood

Insurance Program of the Federal Emergency Management Agency, or other applicable regulations.

4. NO HAZARD TO AIR NAVIGATION: GRANTEE covenants for itself, its successors and assigns, that in connection with any construction or alteration on the Property, it will obtain a determination of no hazard to air navigation from the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

5. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth herein are a binding servitude on the Property, shall inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code sections 1462 and 1471 and other applicable authority.

6. NOTICES: Notices shall be deemed sufficient under this Agreement if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure set forth herein by the intended recipient of such notice):

If to the City:	City of Tustin 300 Centennial Way Tustin, California 92780 Attn: City Manager
	Christine Shingleton Assistant City Manager City of Tustin 300 Centennial Way Tustin, California 92780
With a copy to:	George R. Schlossberg, Esq. Kutak Rock LLP 1101 Connecticut Avenue, N.W. Suite 1000 Washington, DC 20036

If to Government:	Commanding Officer Southwest Division Engineering Field Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5189
With a copy to:	Navy BRAC Operations Office Attention BCM Tustin Southwest Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5190

7. EXHIBITS. The following exhibit is attached hereto and made a part of this Quitclaim Deed:

7.1. Exhibit "A" Legal Description and Plats of Property

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Quitclaim Deed and receipt of the documents described herein, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

Parcel I-A-1

(Portion of Reuse Plan Disposition Site 33)

Parcel I-A-1

In the City of Tustin, County of Orange, State of California, being all that portion of the land noted as Parcel TP-6A described in the Grant Deed recorded May 1, 1992 as Instrument Number 92-287556 and all that portion of the land described the Grant Deed recorded October 27, 1997, as Instrument Number 19970536329, both of Official Records of said County, in Block 62 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on the map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, all of the records of said County.

Excepting therefrom the following

Parcel 10A

A strip of land 40.00 feet in width described as follows:

The northwesterly 40.00 feet of the land described in said Instrument Number 92-287556.

The side lines of said strip shall be lengthened or shortened so as to terminate northeasterly at the southwesterly boundary of the land described in Exhibits A-1 through A-3 of resolution No. 85-79 of the city Council of the City of Tustin recorded as Instrument No. 85-269319 of Official Records of said county, and so as to terminate southwesterly at the northeasterly line of parcel 2 in the easement deed to the City of Tustin recorded as Instrument No. 83-401960 of Official Records of said County.

Containing 1,102,221 square feet or 25.30 Acres more or less

PSOMAS

Legal Description

Exhibit "A"

Parcel I-A-1

(Portion of Reuse Plan Disposition Site 33)

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision

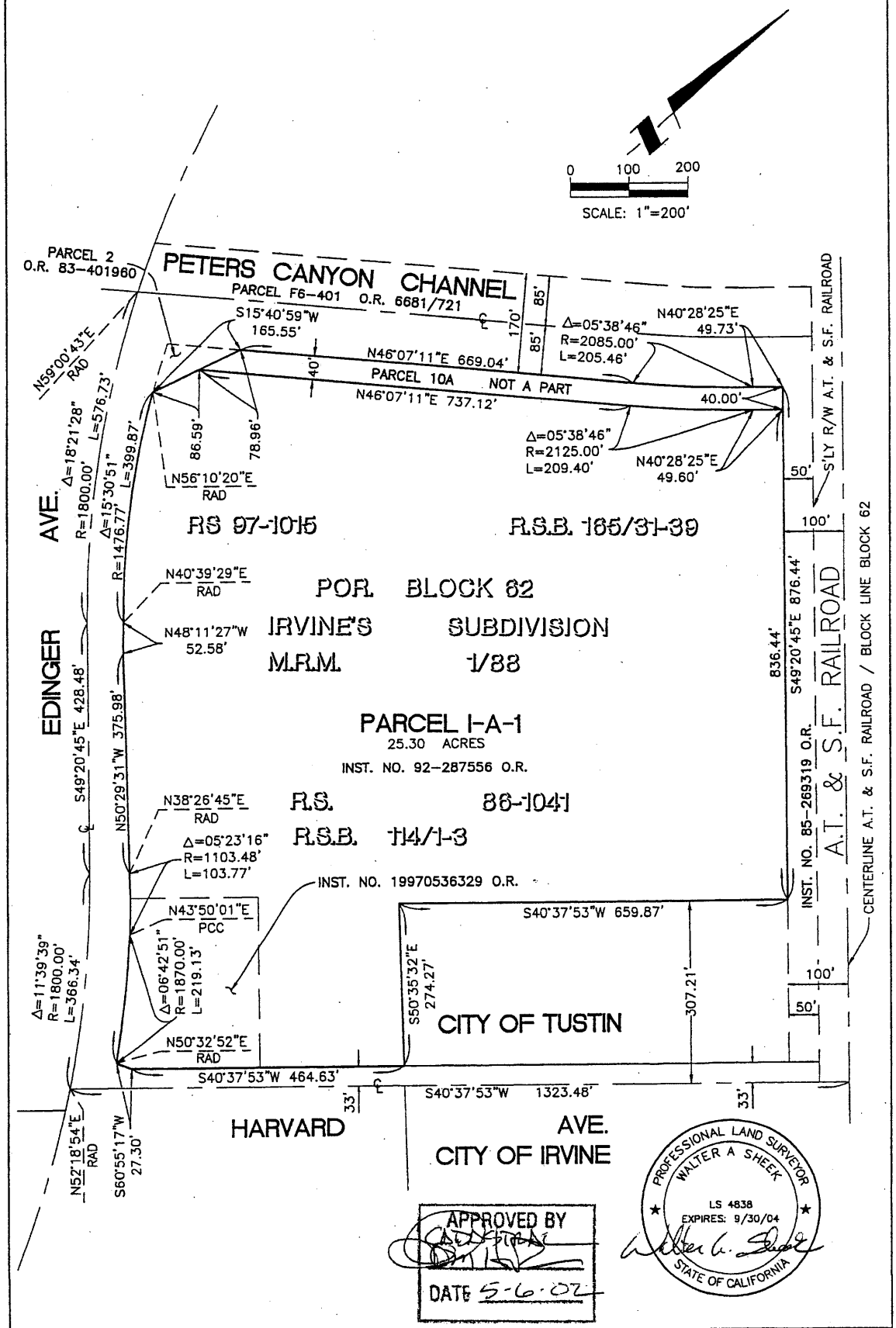
Walter A. Sheek April 30 2002

Walter A. Sheek P.L.S. 4838 Date

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

EXHIBIT B



APPROVED BY
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-A-1 (PORTION OFREUSE PLAN DISPOSITION SITE 33)	SHEET 1 OF 1	SCALE 1"=200'
		DRAFTED RAT
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	CHECKED LS
		DATE APRIL, 2002
		JOB NUMBER 2TUS010200

Plotted: 04/30/02 13:53:42 F:\Surveys\2tus010200\design\dwgdxf\pcl-I-A-1-LD-SHT1.dwg CLaumann

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

EXECUTION VERSION 5/10/02

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED B AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471

This **DEED** is made this day of 2002, by the **UNITED STATES OF AMERICA,** acting by and through the Department of the Navy, (the "GRANTOR") in favor of the **CITY OF TUSTIN, CALIFORNIA** the recognized local redevelopment authority for Marine Corps Air Station Tustin (the "GRANTEE"),

RECITALS:

WHEREAS

A. The GRANTEE has requested conveyance from the GRANTOR of a portion of the former Marine Corps Air Station Tustin, ("MCAS Tustin") which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L. No. 101-510; "Base Closure Act") and which is no longer required for military purposes; and

B. The GRANTOR is authorized to convey property at MCAS Tustin to the GRANTEE pursuant to the Base Closure Act; and

C. The GRANTOR has completed remedial actions on the property at MCAS Tustin to be conveyed to GRANTEE that are necessary to provide the covenant required by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I); and

D. The GRANTOR has found and determined that the property at MCAS Tustin to be conveyed to GRANTEE is suitable for transfer pursuant to Finding of Suitability for Transfer ("FOST") dated April 22, 2002; and

E. The GRANTOR and the GRANTEE have entered into the Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin (the "Agreement"), which sets forth the terms and conditions of the conveyance of portions of MCAS Tustin from the GRANTOR to the GRANTEE; and

F. Pursuant to California Civil Code §1471, GRANTOR has determined that it is reasonably necessary to impose certain restrictions on the use of the Property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the Property described hereinafter with particularity.

NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property, comprising approximately 41.1 acres, more or less (hereinafter "Property"), as more particularly described as Parcel I-B-1, I-B-2, and I-B-3 in Exhibit "A."

1. TOGETHER WITH:

1.1. All buildings, facilities, roadways, rail lines, and other infrastructure, including the entire MCAS Tustin storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Property,

1.2 All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto,

1.3 All rights to minerals, gas, oil, and water.

2. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity:

2.1 The GRANTEE agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record.

2.2 A FOST has been completed and an Environmental Baseline Survey ("EBS") report is referenced in the FOST. The FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. GRANTEE acknowledges that it has

received copies of the EBS and the FOST and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

2.3 Except as otherwise provided herein, or as otherwise provided by law, 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" and "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. Except for the environmental remediation which may be required to be undertaken by GRANTOR pursuant to paragraph 2.6 below, 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.

2.4 **Asbestos Containing Material**

2.4.1. GRANTEE is hereby informed and does hereby acknowledge that hazardous materials in the form of asbestos or asbestos-containing materials ("ACM") have been found and are otherwise presumed to exist in buildings and structures on the Property. The EBS and FOSTs disclose the presence of known asbestos or ACM hazards in such buildings and structures on the Property.

2.4.2. GRANTEE covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit occupancy and use of buildings and structures, or portions thereof, containing known asbestos or ACM hazards prior to abatement of such hazards. In connection with its use and occupancy of the Property, including, but not limited to, demolition of buildings and structures containing asbestos or ACM, it will comply with all applicable federal, state and local laws relating to asbestos and ACM.

2.4.3 ACM surveys have not been conducted for Buildings/Structures 6480, 6877, 6878, 6879, and 6880. GRANTEE shall prohibit occupancy and use of those buildings and structures and portions thereof until ACM surveys have been conducted by GRANTEE or its successors and assigns, and any necessary abatement required under applicable federal, state and local laws relating to asbestos and ACM has been completed by GRANTEE or its successors and assigns.

2.4.4. The GRANTOR shall provide a notice of release, in recordable form, to the GRANTEE at such time as demolition of the buildings on the Property containing ACM has been completed and the appropriate government regulatory agency(s) have confirmed in writing to the GRANTEE that ACM has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This notice of release shall be deemed to remove all notices and restrictions relating to ACM from the Property. The GRANTOR shall have no obligation under this

subparagraph for the demolition of buildings or the removal of ACM or soil remediation related to such demolition or removal action.

2.5. **Notices And Covenants:**

2.5.1. **Notices: Hazardous Substance Notification.** Pursuant to 42 U.S.C. § 9620(h)(3)(A), and the provisions of 40 C.F.R. part 373, the Grantor has made a complete search of its files and records concerning the Property hereby gives notice that based on that research no hazardous substances were stored, released, or disposed of on the Property.

2.5.2. **Grant of Covenant [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I)].** The GRANTOR covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of transfer.

2.5.3. **Additional Remediation Obligation [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(II)].** The GRANTOR covenants and warrants that GRANTOR shall conduct any additional remedial action found to be necessary after the date of transfer for any hazardous substance existing on the Property prior to the date of this Deed. This covenant shall not apply to the extent that the GRANTEE caused or contributed to any release or threatened release of any hazardous substance, pollutant, or contaminant.

2.5.4. **Access [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(iii)].** In connection with GRANTOR's covenant in 2.6.3 above and in connection with ongoing remediation on GRANTOR's property adjacent to the Property, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that GRANTOR, or its officers, agents, employees, contractors and subcontractors, shall have the right, upon reasonable notice to GRANTEE, to enter upon the Property in any case in which a response or corrective action is found to be necessary at such property after the date of this deed, or such access is necessary to carry out a response action or corrective action on adjoining property. Neither GRANTEE, nor its successors and assigns, shall have any claim on account of such entries against the United States or any of its officers, agents, employees, contractors or subcontractors. The right to enter shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary, including, but not limited to monitoring wells, pumping wells, treatment facilities, and the installation of associated utilities. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, the GRANTOR (1) shall give the GRANTEE reasonable notice of any action to be taken related to such remedial or corrective actions on the Property, and (2) make reasonable efforts to minimize interference with the on-going use of the Property. Furthermore, the GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between the necessary environmental

investigation and remediation activities and the GRANTEE's use of the Property. Any inspection, survey, investigation or other response, corrective or remedial action undertaken by GRANTOR will, to the maximum extent practical, be coordinated with representatives designated by the GRANTEE.

In connection with GRANTOR's remedial actions described above, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any such action.

2.6. **Indemnification Regarding Transferees.** The GRANTOR hereby recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. 102-484), as amended, regarding indemnification of transferees of closing Department of Defense property.

2.7. **Non-Discrimination**. GRANTEE covenants for itself, its successors and assigns, that it will comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property. The foregoing shall not be construed to prohibit the operation of federal or state approved programs focusing on the special needs of the homeless, veterans, victims of domestic violence and other classes of persons at risk; nor shall it be construed to prohibit employment practices not otherwise prohibited by law. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

3. NO HAZARD TO AIR NAVIGATION: GRANTEE covenants for itself, its successors and assigns, that in connection with any construction or alteration on the Property, it will obtain a determination of no hazard to air navigation from the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

4. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth herein are a binding servitude on the Property, shall inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code sections 1462 and 1471 and other applicable authority.

5. EASEMENTS:

5.1 GRANTOR, for itself and for its successors and assigns, hereby reserves an assignable non-exclusive Easement for ingress and egress on, over, or across Moffet Drive as it is located on Parcel I-B-2 and a seventy-six (76) foot length of Parcel I-B-3 at its intersection with Parcel I-B-2 ("the Roadway") as of the date of this conveyance for use by GRANTOR's employees, contractors, delivery services, vendors, maintenance personnel and ancillary service providers for purposes of access to the following properties which remain in the ownership of the GRANTOR as of the effective date of this Deed ("Remaining Lands"): Disposal Sites 35 and 36 identified in "MCAS Tustin Reuse Plan/Specific Plan" dated October 1996 and amended by Errata of September 1998 ("Reuse Plan").

5.2 To the extent one or more of the Roadway(s) described above are abandoned or otherwise cease to provide access to the Remaining Lands after the date of this conveyance, and said access continues to be required, said Easement shall be on, across, and over such other improved or unimproved roads provided by the GRANTEE, or its successor and assigns, that provide equivalent access to the Remaining Lands. In the event GRANTOR determines that access to the Remaining Lands is no longer required by GRANTOR, or is available on, across, and over other public road(s) open to public use for which access is not restricted or controlled for all members of the public, said Easement shall automatically terminate.

6. NOTICES: Notices shall be deemed sufficient under this Agreement if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure set forth herein by the intended recipient of such notice):

If to the City:	City of Tustin 300 Centennial Way Tustin, California 92780 Attn: City Manager
	Christine Shingleton Assistant City Manager City of Tustin 300 Centennial Way Tustin, California 92780
With a copy to:	George R. Schlossberg, Esq. Kutak Rock LLP 1101 Connecticut Avenue, N.W. Suite 1000 Washington, DC 20036

If to Government:	Commanding Officer Southwest Division Engineering Field Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5189
With a copy to:	Navy BRAC Operations Office Attention BCM Tustin Southwest Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5190

7. EXHIBITS. The following exhibit is attached hereto and made a part of this Quitclaim Deed:

7.1. Exhibit "A" Legal Description and Plats of Property

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Quitclaim Deed and receipt of the documents described herein, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

Parcel I-B-1

(Reuse Plan Disposition Site 34)

In the City of Tustin, County of Orange, State of California, being that portion of Blocks 61 and 62 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39, inclusive, of Records of Survey, both of the records of said County, described as follows:

Beginning at the intersection of the northwesterly line of Harvard Avenue (having a northwesterly half-width of 36 feet) and the southwesterly line of Edinger Avenue (having a southwesterly half-width of 60 feet) as shown on said Record of Survey; thence along said northwesterly line of Harvard Avenue the following four (4) courses:

1) South 40°37'53" West 1259.59 feet to and angle point therein;
2) South 40°37'37" West 1319.25 feet;
3) South 85°39'11" West 38.17 feet to a line that is parallel with and 63.00 feet northwesterly from the centerline of said Harvard Avenue;
4) South 40°37'37" West 258.51 feet along said parallel line to a point on the northwesterly line of the land described in the document recorded in Book 10657, Page 412 of Official Records of said County and as shown on said Record of Survey, said point being the beginning of a non-tangent curve concave northwesterly having a radius of 1894.00 feet, a radial line to said beginning bears South 27°51'20" East;

thence southwesterly along said northwesterly line and said curve 156.44 feet through a central angle of 4°43'57"; thence continuing along said northwesterly line South 66°52'37" West 1087.44 feet to a point on a curve that is concentric with and 118.75 feet northeasterly from the centerline of Warner Avenue as shown on said Record of Survey, said curve being concave southwesterly having a radius of 1718.75 feet, a radial

Legal Description
Exhibit "A"
Parcel I-B-1
(Reuse Plan Disposition Site 34)

line to said point bears North 68°45'45" East; thence concentric and parallel with said centerline of Warner Avenue the following two (2) courses:

1) northerly and northwesterly along said curve 843.12 feet through a central angle of 28°06'22"
2) North 49°20'37" West 468.05 feet to the beginning of a curve concave easterly having a radius of 35.00 feet;

thence northwesterly, northerly and northeasterly along said curve 62.22 feet through a central angle of 101°51'19" to the southeasterly line of Peters Canyon Channel (having a southeasterly half-width of 90 feet) as described in the document recorded in Book 6681, Page 721 of Official Records of said County and as shown on said Record of Survey; thence along said southeasterly line of said Peters Canyon Channel North 52°30'42" East 417.91 feet to the City Boundary Line between the City of Tustin and the City of Irvine as shown on said Record of Survey; thence leaving said southeasterly line and along said City Boundary Line South 49°21'01" East 45.99 feet to a line that is parallel with and 135.00 feet southeasterly from the centerline of said Peters Canyon Channel; thence along said parallel line North 52°32'09" East 289.49 feet; thence leaving said parallel line North 37°27'51" West 5.00 feet to a line that is parallel with and 130.00 feet southeasterly from the centerline of said Peters Canyon Channel; thence parallel and concentric with said centerline the following three (3) courses:

1) North 52°32'09" East 1277.26 feet to the beginning of a curve concave northwesterly having a radius of 2130.00 feet;
2) northeasterly along said curve 238.53 feet through a central angle of 6°24'58";
3) North 46°07'11" East 210.47 feet to a point on said southeasterly line of Peters Canyon Channel;

Legal Description
Exhibit "A"
Parcel I-B-1
(Reuse Plan Disposition Site 34)

thence along said southeasterly line the following seven (7) courses:

1) South 49°19'04" East 20.10 feet;
2) North 46°07'11" East 75.00 feet;
3) North 49°19'04" West 60.28 feet;
4) North 46°07'10" East 32.14 feet;
5) South 49°19'04" East 60.28 feet;
6) North 46°07'11" East 75.00 feet;
7) North 49°19'04" West 20.10 feet to a line that is parallel with and 130 feet southeasterly from said centerline of Peters Canyon Channel;

thence leaving said southeasterly line and along said parallel line North 46°07'11" East 1209.46 feet; thence leaving said parallel line North 43°52'49" West 5.00 feet to a line that is parallel with and 125.00 feet southeasterly from said centerline of Peters Canyon Channel; thence along said parallel line North 46°07'11" East 58.01 feet to a point on said southwesterly line of said Edinger Avenue, said point also being the beginning of a non-tangent curve concave northeasterly having a radius of 1860.00 feet, a radial line to said beginning bears South 54°40'20" West; thence along said southwesterly line the following three (3) courses:

1) southeasterly along said curve 455.07 feet through a central angle of 14°01'05";
2) South 49°20'45" East 428.16 feet to the beginning of a curve concave southwesterly having a radius of 1740.00 feet;
3) southeasterly along curve 366.87 feet through a central angle of 12°04'50" to the point of beginning.

Except the following:

Legal Description
Exhibit "A"
Parcel I-B-1
(Reuse Plan Disposition Site 34)

All that portion of the above described land lying southeasterly of a line that is parallel with and 69.00 feet northwesterly from the centerline of said Harvard Avenue as shown on said Record of Survey.

Also except the following:

Beginning at the intersection of the northwesterly line of Harvard Avenue (having a northwesterly half-width of 36 feet) and the southwesterly line of Edinger Avenue (having a southwesterly half-width of 60 feet) as shown on said Record of Survey, said southwesterly line of Edinger Avenue being a curve concave southwesterly having a radius of 1740.00 feet, a radial line to said intersection bears North 52°44'05" East; thence northwesterly along said southwesterly line and said curve 33.68 feet through a central angle of 1°06'33" to a line that is parallel with and 69 feet northwesterly from the centerline of said Harvard Avenue as shown on said Record of Survey; thence along said parallel line South 40°37'53" West 1228.30 feet to the **True Point of Beginning**; thence continuing along said parallel line South 40°37'53" West 38.00 feet to an angle point therein; thence continuing along said parallel line South 40°37'37" West 1619.79 feet to a point on the northwesterly line of the land described in the document recorded in Book 10657, Page 412 of Official Records of said County and as shown on said Record of Survey, said point being the beginning of a non-tangent curve concave northwesterly having a radius of 1894.00 feet, a radial line to said beginning bears South 27°21'58" East; thence southwesterly along said northwesterly line and said curve 140.26 feet through a central angle of 4°14'35"; thence continuing along said northwesterly line

Legal Description
Exhibit "A"
Parcel I-B-1
(Reuse Plan Disposition Site 34)

South 66°52'37" West 1087.44 feet to a point on a curve that is concentric with and 118.75 feet northeasterly from the centerline of Warner Avenue as shown on said Record of Survey, said curve being concave southwesterly having a radius of 1718.75 feet, a radial line to said point bears North 68°45'45" East; thence concentric and parallel with said centerline of Warner Avenue the following two (2) courses:

1) northerly and northwesterly along said curve 843.12 feet through a central angle of 28°06'22"
2) North 49°20'37" West 468.05 feet to the beginning of a curve concave easterly having a radius of 35.00 feet;

thence northwesterly, northerly and northeasterly along said curve 62.22 feet through a central angle of 101°51'19" to the southeasterly line of Peters Canyon Channel (having a southeasterly half-width of 90 feet) as described in the document recorded in Book 6681, Page 721 of Official Records of said County and as shown on said Record of Survey; thence along said southeasterly line of said Peters Canyon Channel North 52°30'42" East 417.91 feet to the City Boundary Line between the City of Tustin and the City of Irvine as shown on said Record of Survey; thence leaving said southeasterly line and along said City Boundary Line South 49°21'01" East 45.99 feet to a line that is parallel with and 135.00 feet southeasterly from the centerline of said Peters Canyon Channel; thence along said parallel line North 52°32'09" East 289.49 feet; thence leaving said parallel line North 37°27'51" West 5.00 feet to a line that is parallel with and 130.00 feet southeasterly from the centerline of said Peters Canyon Channel; thence parallel and concentric with said centerline the following three (3) courses:

1) North 52°32'09" East 1277.26 feet to the beginning of a curve concave northwesterly having a radius of 2130.00 feet;

Legal Description

Exhibit "A"

Parcel I-B-1

(Reuse Plan Disposition Site 34)

2) northeasterly along said curve 238.53 feet through a central angle of 6°24'58";
3) North 46°07'11" East 210.47 feet to a point on said southeasterly line of Peters Canyon Channel;

thence along said southeasterly line the following seven (6) courses:

1) South 49°19'04" East 20.10 feet;
2) North 46°07'11" East 75.00 feet;
3) North 49°19'04" West 60.28 feet;
4) North 46°07'10" East 32.14 feet;
5) South 49°19'04" East 60.28 feet;
6) North 46°07'11" East 22.10 feet;

thence leaving said southeasterly line South 49°19'04" East 1311.03 feet to the **True Point of Beginning.**

Containing 1,604,594 square feet or 36.84 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision:

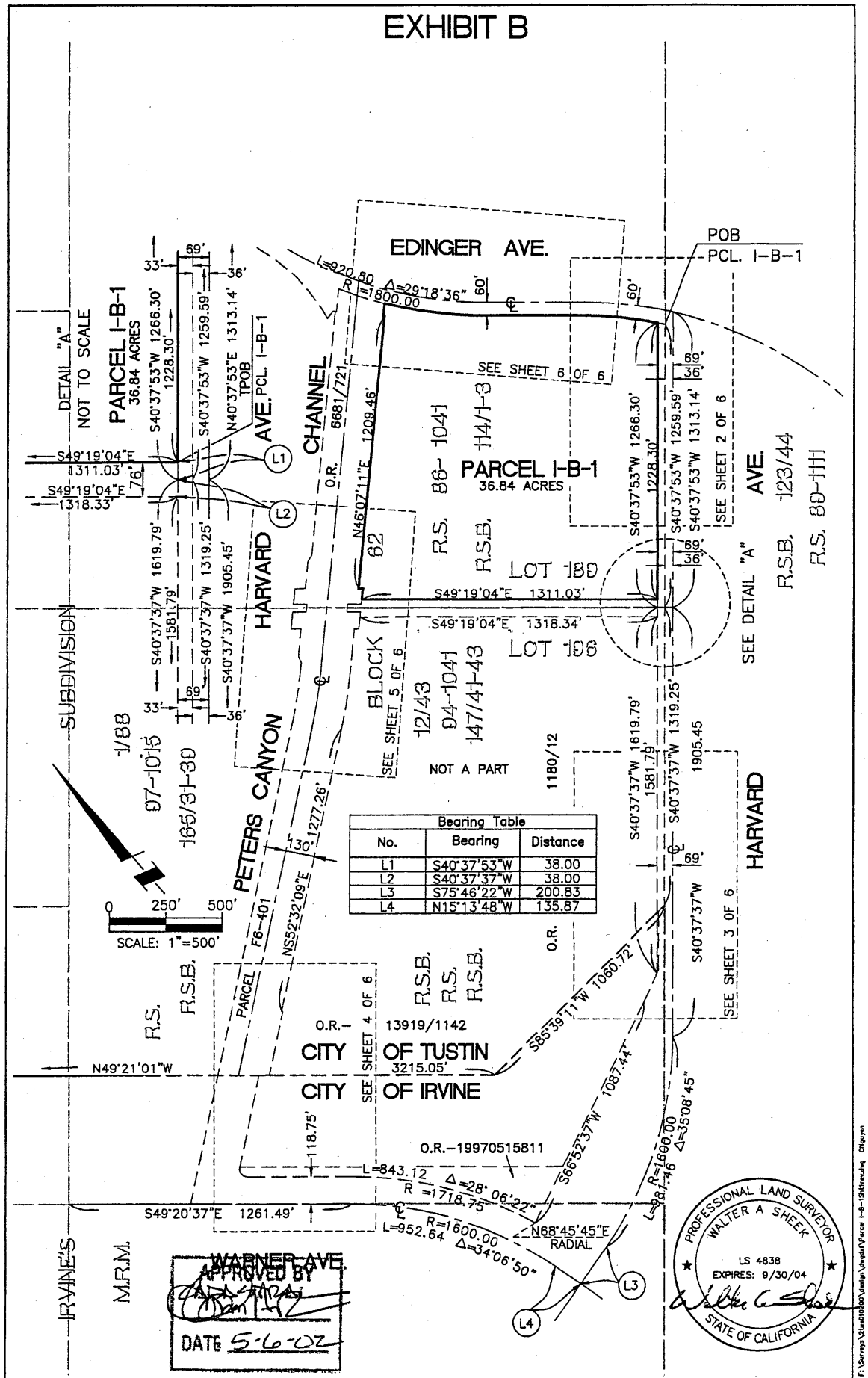
PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

Walter A. Sheek May 3, 2002

Walter A. Sheek, P.L.S. 4838 Date

APPROVED BY
CADASTRAL
DATE 5-6-02

EXHIBIT B



Bearing Table		
No.	Bearing	Distance
L1	S40°37'53"W	38.00
L2	S40°37'37"W	38.00
L3	S75°46'22"W	200.83
L4	N15°13'48"W	135.87

DESCRIPTION: ECONOMIC DEVELOPMENT CONVEYANCE PARCEL I-B-1

SHEET 1 OF 6

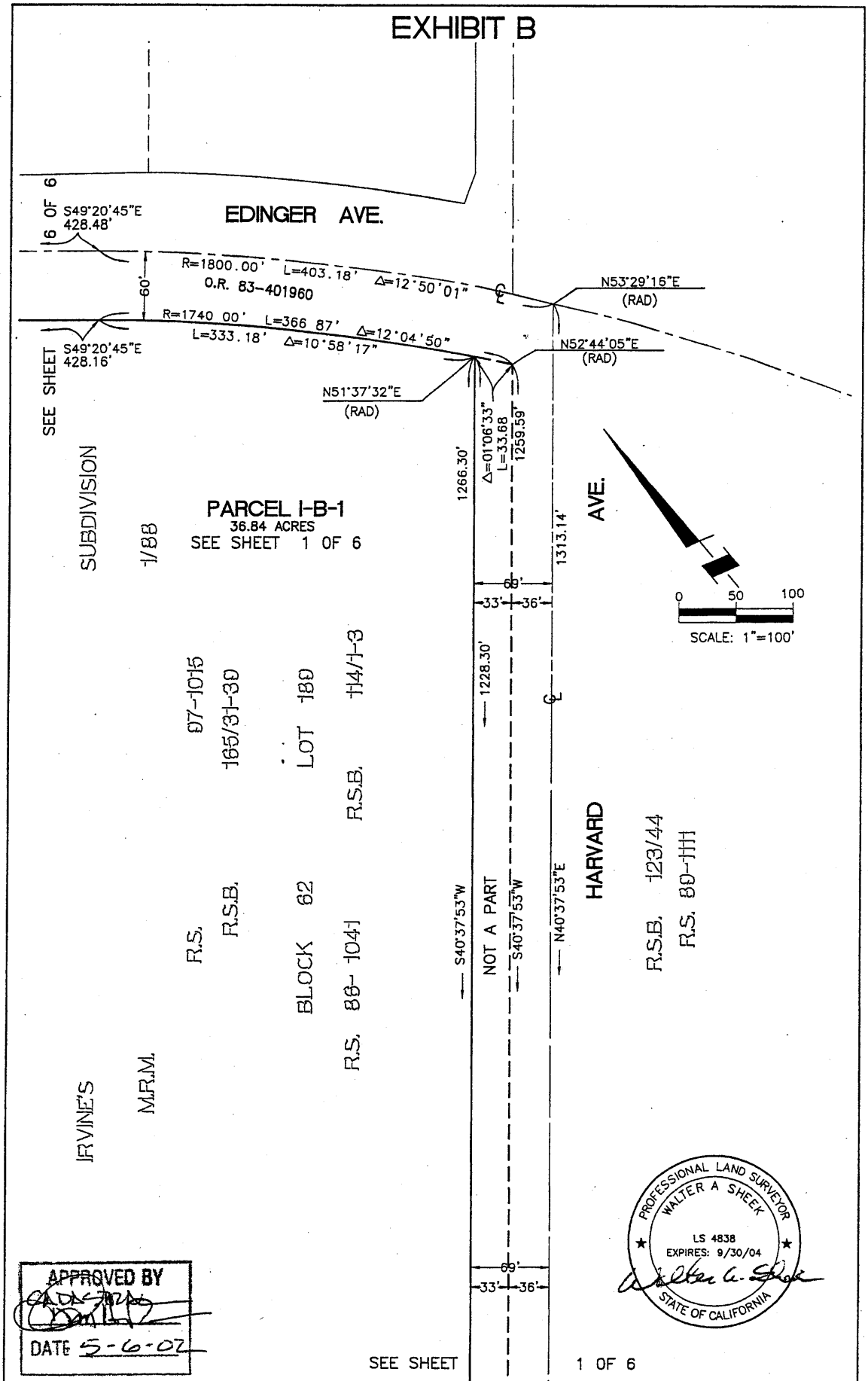
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1"=500'
DRAFTED	RAT
CHECKED	LS
DATE	APRIL, 2002
JOB NUMBER	2TUS010200

Plotted: 05/02/02 16:13:14 F:\Surveys\2tus010200\Design\Graphs\Parcel I-B-1Shtrec.dwg Oldgum

EXHIBIT B

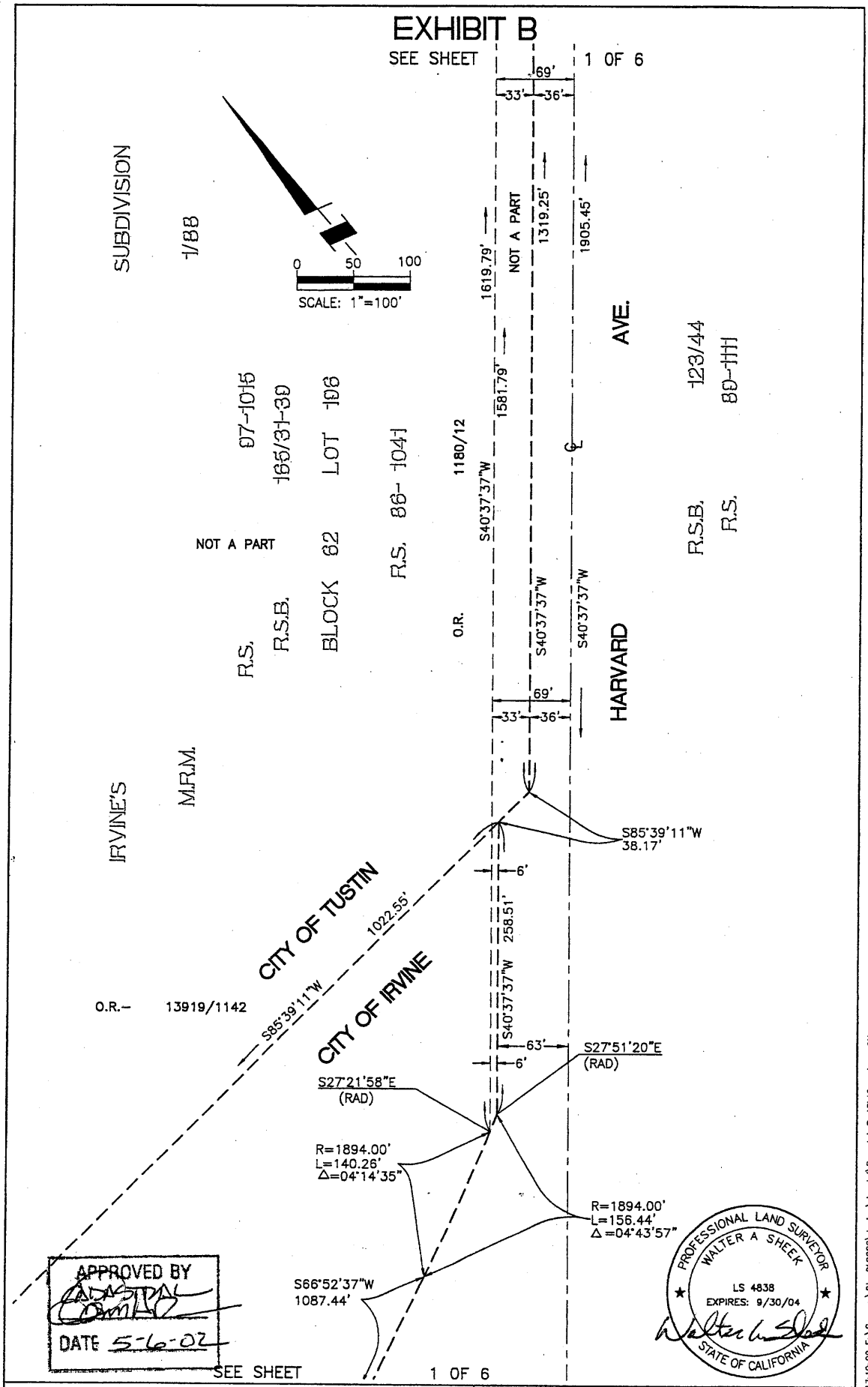


PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: ECONOMIC DEVELOPMENT CONVEYANCE PARCEL I-B-1	SHEET 2 OF 6	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS	DRAFTED RAT
		CHECKED LS
		DATE APRIL, 2002
		JOB NUMBER 2TUS010200

EXHIBIT B

SEE SHEET 1 OF 6

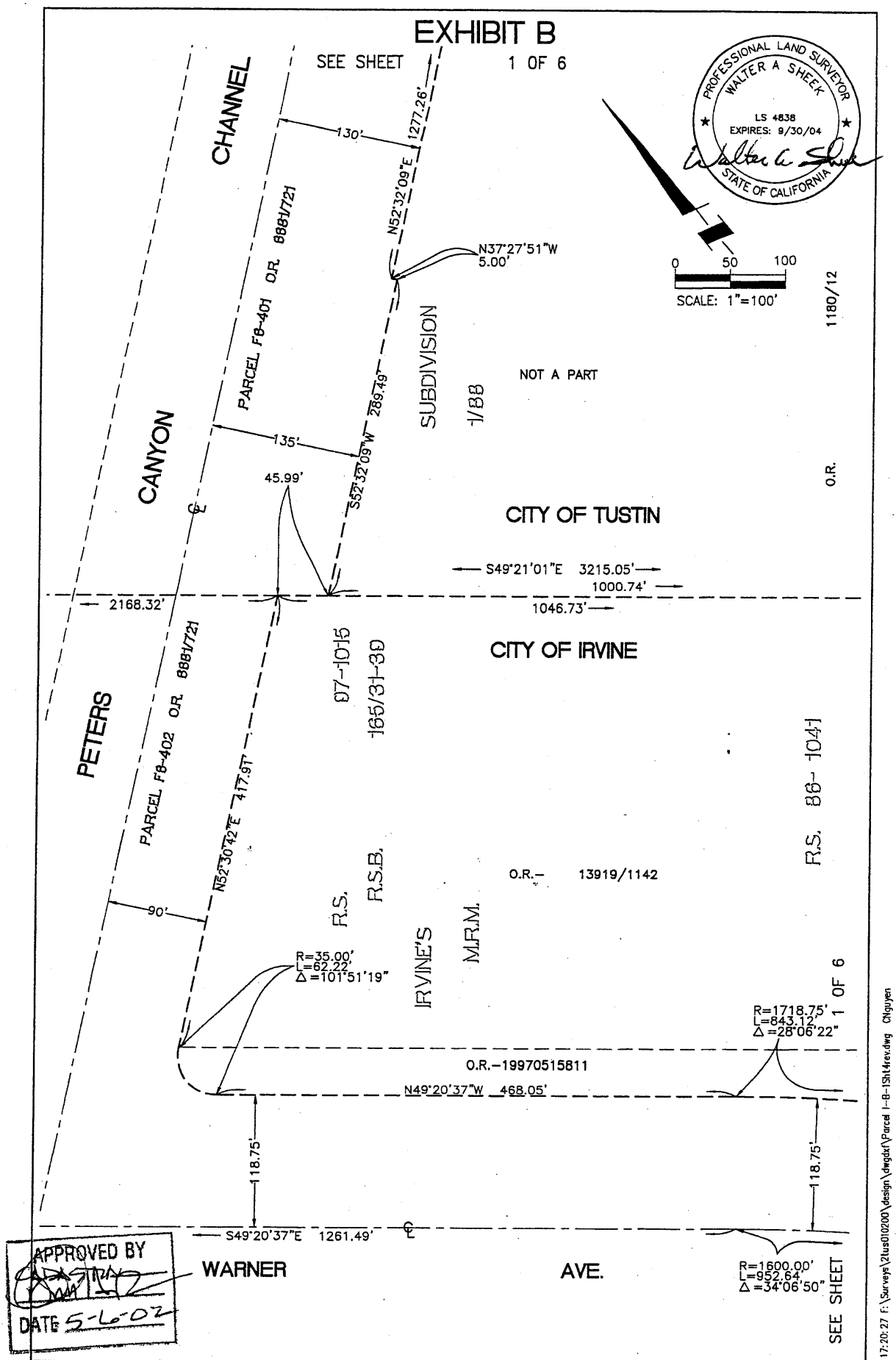


SEE SHEET 1 OF 6

DESCRIPTION: ECONOMIC DEVELOPMENT CONVEYANCE PARCEL I-B-1	SHEET 3 OF 6	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS	DRAFTED RAT
		CHECKED LS
		DATE APRIL, 2002
		JOB NUMBER 2TUS010200

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EXHIBIT B

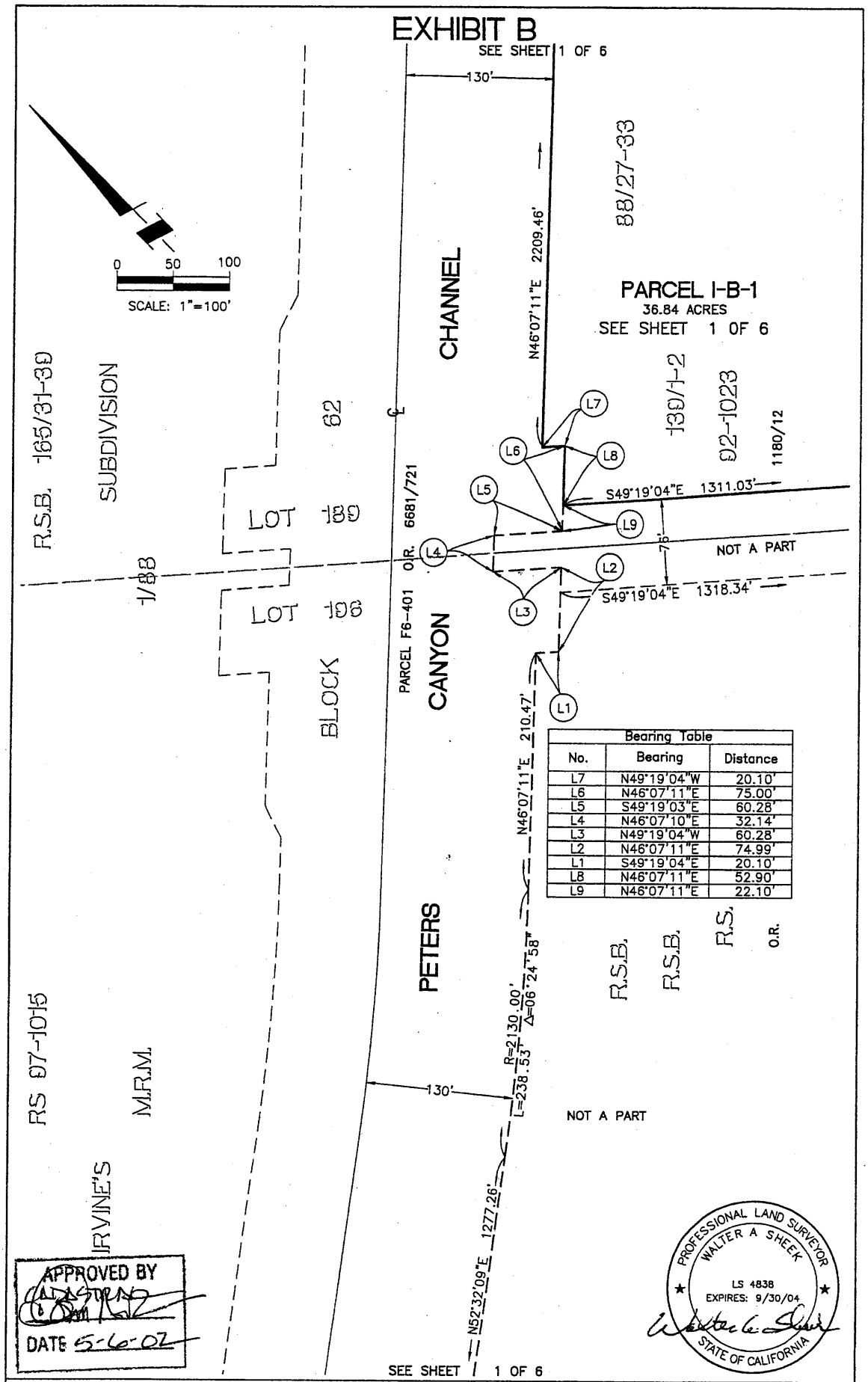


APPROVED BY
DATE 5-6-02

DESCRIPTION: ECONOMIC DEVELOPMENT CONVEYANCE PARCEL I-B-1	SHEET 4 OF 6	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS	DRAFTED RAT
		CHECKED LS
		DATE APRIL, 2002
		JOB NUMBER 2TUS010200

Plotted: 05/02/02 17:20:27 F:\Surveys\2tus010200\design\dwgdat\Parcel I-B-1Sht4rev.dwg CNguyen

EXHIBIT B



Bearing Table		
No.	Bearing	Distance
L7	N49°19'04"W	20.10'
L6	N46°07'11"E	75.00'
L5	S49°19'03"E	60.28'
L4	N46°07'10"E	32.14'
L3	N49°19'04"W	60.28'
L2	N46°07'11"E	74.99'
L1	S49°19'04"E	20.10'
L8	N46°07'11"E	52.90'
L9	N46°07'11"E	22.10'

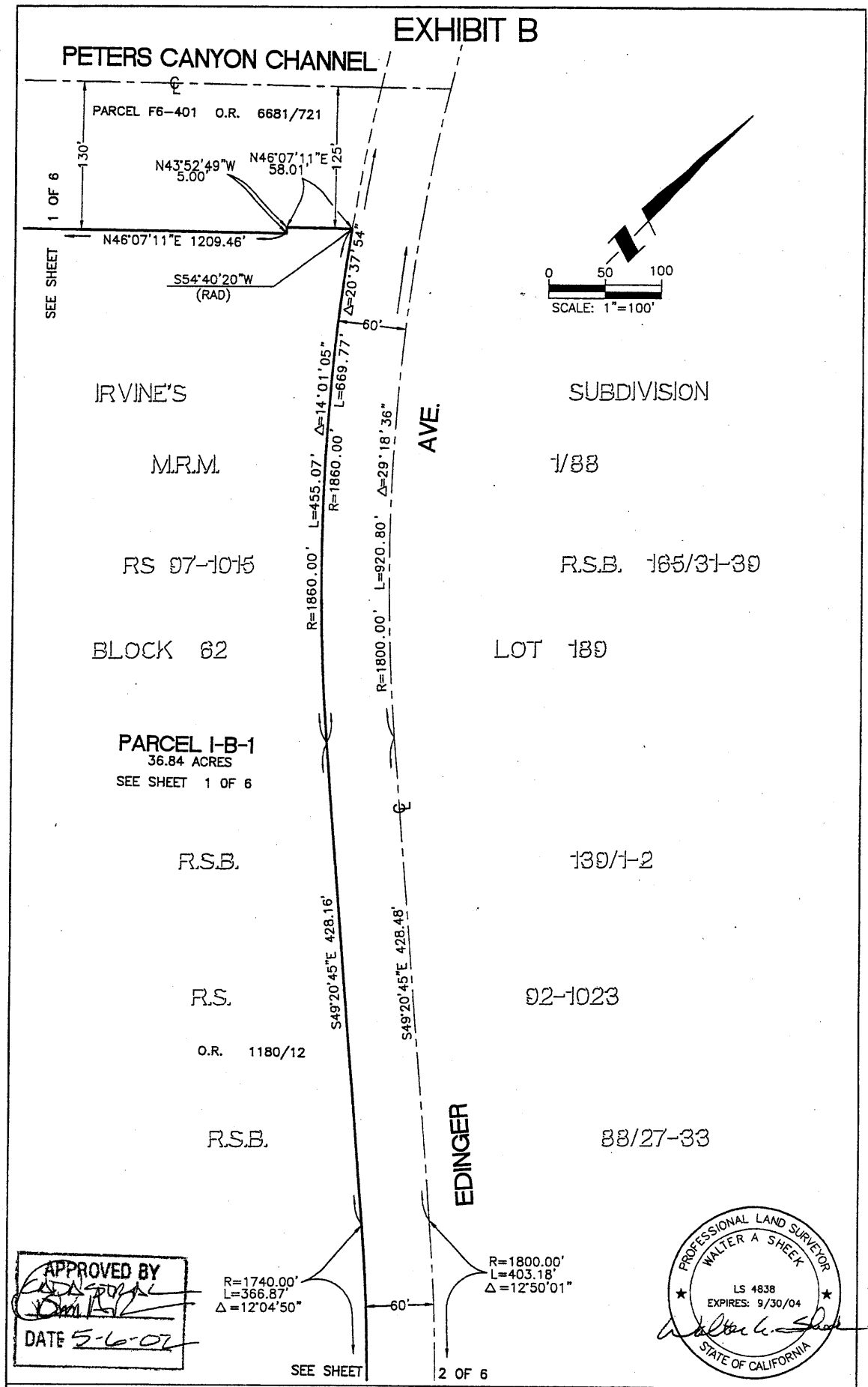
APPROVED BY
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: ECONOMIC DEVELOPMENT CONVEYANCE PARCEL I-B-1	SHEET 5 OF 6	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS	DRAFTED RAT
		CHECKED LS
		DATE APRIL, 2002
		JOB NUMBER 2TUS010200

Plotted: 05/02/02 17:32:24 F:\Surveys\2tus010200\design\dwgdxf\Parcel I-B-1Sh15rev.dwg CNguyen

EXHIBIT B



DESCRIPTION: ECONOMIC DEVELOPMENT CONVEYANCE PARCEL I-B-1	SHEET 6 OF 6	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax (714) 545-8883	DRAFTED RAT CHECKED LS DATE APRIL, 2002 JOB NUMBER 2TUS010200

Plotted: 05/02/02 17:56:37 F:\Surveys\2tus010200\design\dwgdxf\Parcel I-B-1Sht6rev.dwg CNguyen

PSOMAS

Legal Description

Exhibit "A"

Parcel I-B-2

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being that portion of Blocks 61 and 62 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39, inclusive, of Records of Survey, both of the records of said County, described as follows:

The northeasterly 76.00 feet of the following described land:

Beginning at the intersection of the northwesterly line of Harvard Avenue (having a northwesterly half-width of 36 feet) and the southwesterly line of Edinger Avenue (having a southwesterly half-width of 60 feet) as shown on said Record of Survey, said southwesterly line of Edinger Avenue being a curve concave southwesterly having a radius of 1740.00 feet, a radial line to said intersection bears North 52°44'05" East; thence northwesterly along said southwesterly line and said curve 33.68 feet through a central angle of 1°06'33" to a line that is parallel with and distant 69.00 feet northwesterly from the centerline of said Harvard Avenue as shown on said Record of Survey; thence along said parallel line South 40°37'53" West 1228.30 feet to the **True Point of Beginning**; thence continuing along said parallel line South 40°37'53" West 38.00 feet to an angle point therein; thence continuing along said parallel line South 40°37'37" West 1619.79 feet to a point on the northwesterly line of the land described in the document recorded in Book 10657, Page 412 of Official Records of said County and as shown on said Record of Survey, said point being the beginning of a non-tangent curve concave northwesterly having a radius of 1894.00 feet, a radial line to said beginning bears South 27°21'58" East; thence southwesterly along said northwesterly line and said curve 140.26 feet through a central angle of 4°14'35"; thence continuing along said northwesterly line South 66°52'37" West 1087.44 feet to a point on a curve that is concentric with and distant

Legal Description

Exhibit "A"

Parcel I-B-2

(Portion of Reuse Plan Disposition Site 40)

118.75 feet northeasterly from the centerline of Warner Avenue as shown on said Record of Survey, said curve being concave southwesterly having a radius of 1718.75 feet, a radial line to said point bears North 68°45'45" East; thence concentric and parallel with said centerline of Warner Avenue the following two (2) courses:

1) northerly and northwesterly along said curve 843.12 feet through a central angle of 28°06'22"
2) North 49°20'37" West 468.05 feet to the beginning of a curve concave easterly having a radius of 35.00 feet;

thence leaving said concentric and parallel line northwesterly, northerly and northeasterly along said curve 62.22 feet through a central angle of 101°51'19" to the southeasterly line of Peters Canyon Channel (having a southeasterly half-width of 90 feet) as described in the document recorded in Book 6681, Page 721 of Official Records of said County and as shown on said Record of Survey; thence along said southeasterly line of said Peters Canyon Channel North 52°30'42" East 417.91 feet to the City Boundary Line between the City of Tustin and the City of Irvine as shown on said Record of Survey; thence leaving said southeasterly line and along said City Boundary Line South 49°21'01" East 45.99 feet to a line that is parallel with and 135.00 feet southeasterly from the centerline of said Peters Canyon Channel; thence along said parallel line North 52°32'09" East 289.49 feet; thence leaving said parallel line North 37°27'51" West 5.00 feet to a line that is parallel with and 130.00 feet southeasterly from the centerline of said Peters Canyon Channel; thence parallel and concentric with said centerline the following three (3) courses:

1) North 52°32'09" East 1277.26 feet to the beginning of a curve concave northwesterly having a radius of 2130.00 feet;
2) northeasterly along said curve 238.53 feet through a central angle of 6°24'58";
3) North 46°07'11" East 210.47 feet to a point on said southeasterly line of Peters Canyon Channel;

Legal Description

Exhibit "A"

Parcel I-B-2

(Portion of Reuse Plan Disposition Site 40)

thence along said southeasterly line the following six (6) courses:

1) South 49°19'04" East 20.10 feet;
2) North 46°07'11" East 75.00 feet;
3) North 49°19'04" West 60.28 feet;
4) North 46°07'10" East 32.14 feet;
5) South 49°19'04" East 60.28 feet;
6) North 46°07'11" East 22.10 feet;

thence leaving said southeasterly line South 49°19'04" East 1311.03 feet to the **True Point of Beginning.**

Except the following:

All that portion of the above described land lying southeasterly of a line that is parallel with and 69.00 feet northwesterly from the centerline of said Harvard Avenue as shown on said Record of Survey.

Containing 101,839 square feet or 2.34 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

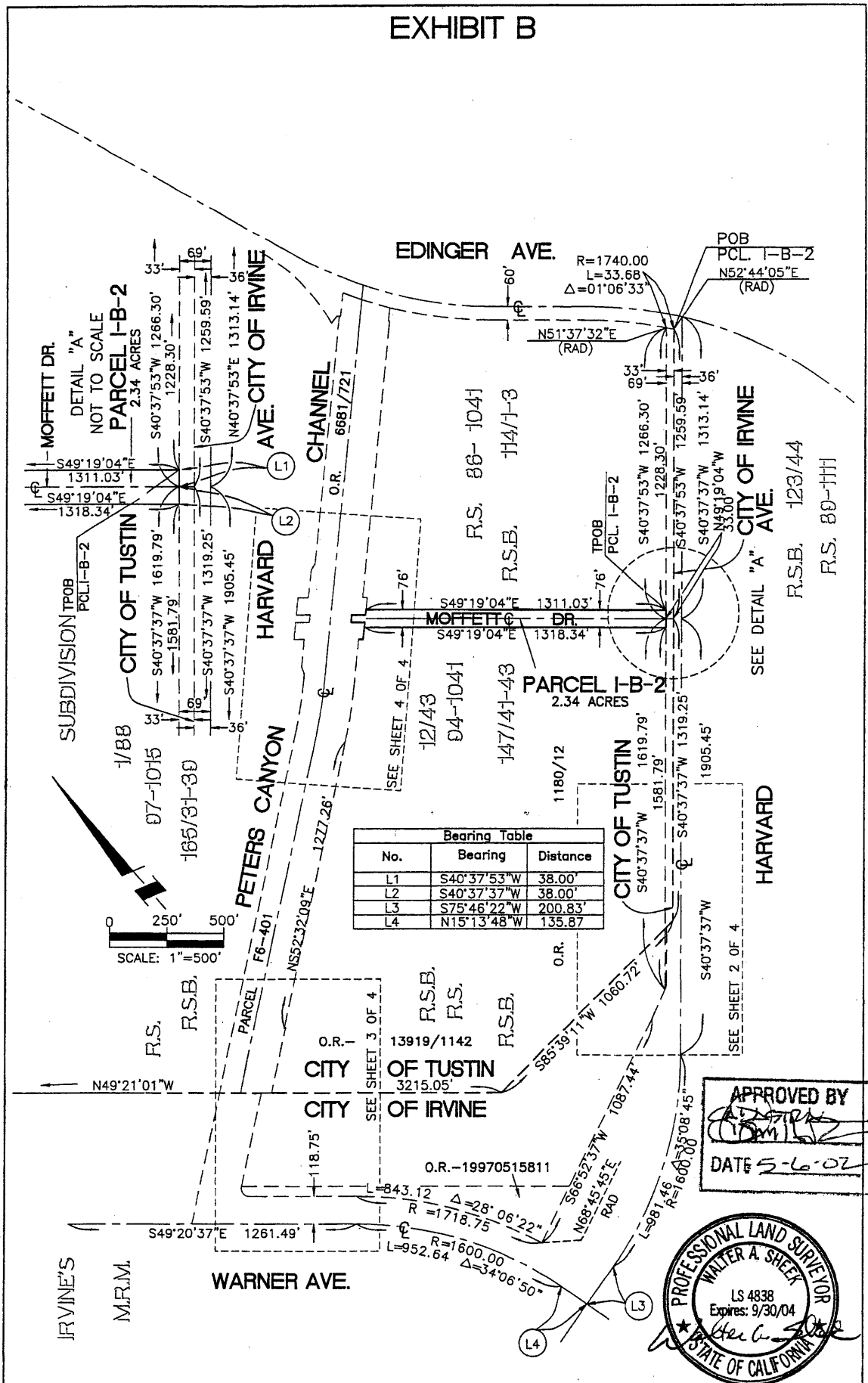
Prepared under my supervision:

Walter A. Sheek, P.L.S. 4838 — May 2, 2002 Date

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
CITY OF TUSTIN
DATE 5-6-02

EXHIBIT B



Bearing Table		
No.	Bearing	Distance
L1	S40°37'53"W	38.00'
L2	S40°37'37"W	38.00'
L3	S75°46'22"W	200.83'
L4	N15°13'48"W	135.87

APPROVED BY
DATE 5-6-02

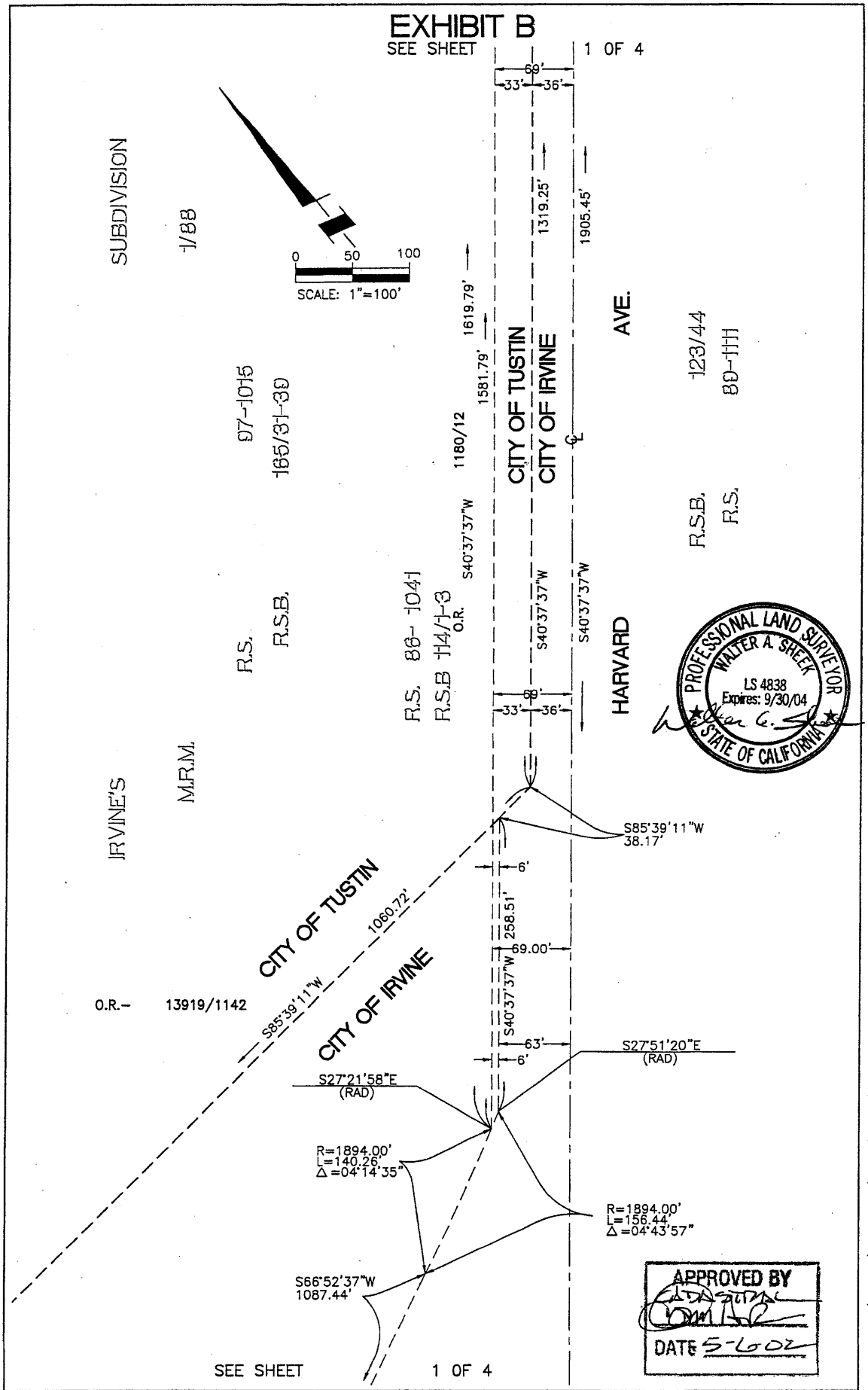
PROFESSIONAL LAND SURVEYOR
WALTER A. SHEEK
LS 4838
Expires: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: Parcel I-B-2 (Portion of Reuse Plan Disposition Site 40)	SHEET 1 OF 4	SCALE 1"=500'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax (714) 545-8883	DRAFTED RAT CHECKED LS DATE APRIL 2002 JOB NUMBER 2TUS010200

Plotted: 05/02/02 10:46:53 F:\Surveys\2tus010200\design\dwg\XX\Parcel_I-B-2-01.dwg CNguyen

EXHIBIT B

SEE SHEET 1 OF 4

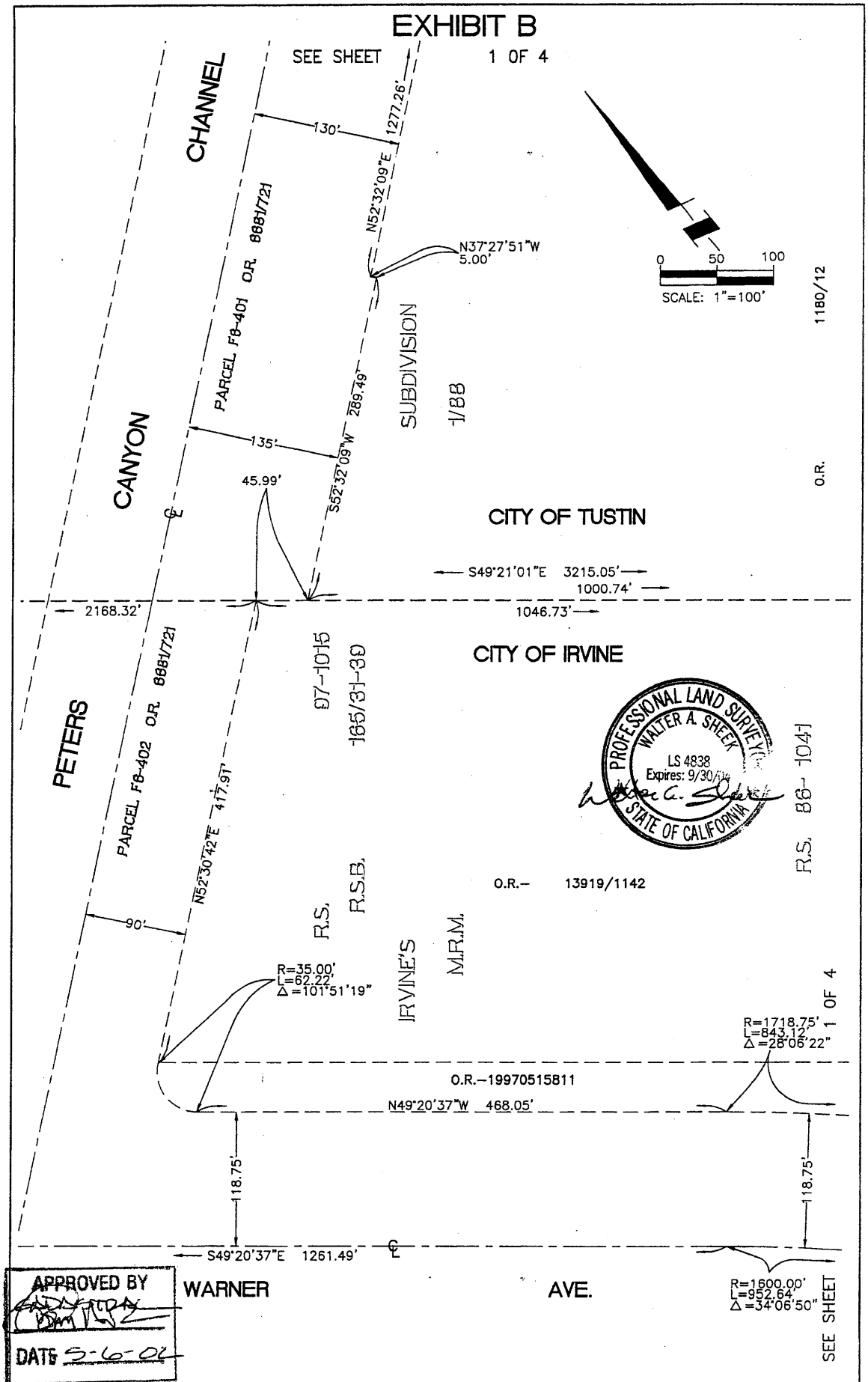


SEE SHEET 1 OF 4

DESCRIPTION: Parcel 1-B-2 (Portion of Reuse Plan disposition Site 40)	SHEET 2 OF 4	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax (714) 545-8883	DRAFTED RAT CHECKED LS DATE APRIL 2002 JOB NUMBER 2TUS010200

Plotted: 05/02/02 11:00:38 F:\Surveys\2tus010200\design\dwgdxf\Parcel_1-B-2-02.dwg CNguyen

EXHIBIT B



APPROVED BY

DATE 5-6-02

DESCRIPTION: Parcel I-B-2 (Portion of Reuse Plan Disposition Site 40)

SHEET 3 OF 4

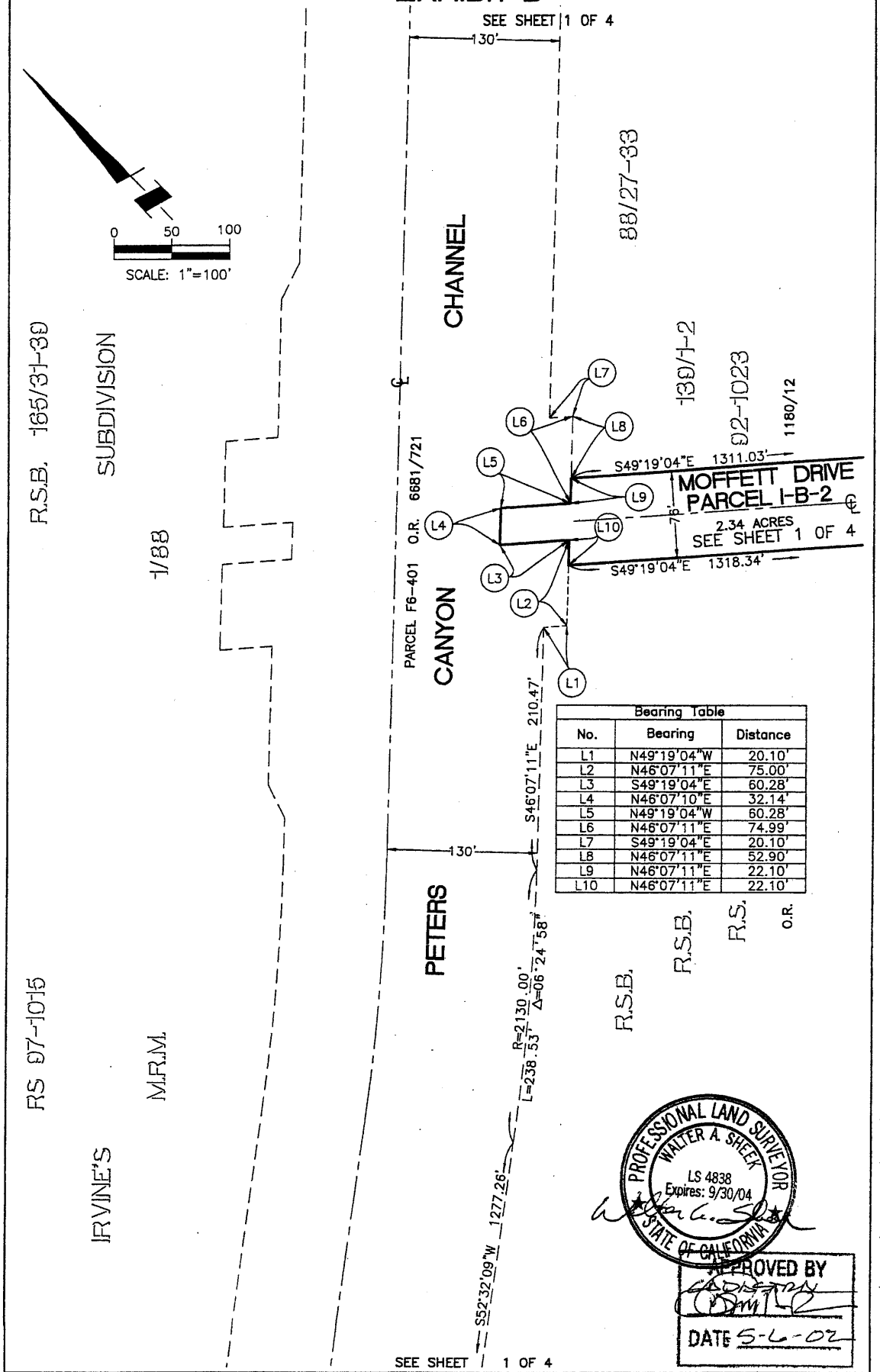
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1"=100'
DRAFTED	RAT
CHECKED	LS
DATE	APRIL 2002
JOB NUMBER	2TUS010200

Plotted: 04/27/02 15:46:31 F:\Surveys\2tus010200\design\dwgdxf\Parcel_I-B-2-03.dwg PYorke

EXHIBIT B



Bearing Table		
No.	Bearing	Distance
L1	N49°19'04"W	20.10'
L2	N46°07'11"E	75.00'
L3	S49°19'04"E	60.28'
L4	N46°07'10"E	32.14'
L5	N49°19'04"W	60.28'
L6	N46°07'11"E	74.99'
L7	S49°19'04"E	20.10'
L8	N46°07'11"E	52.90'
L9	N46°07'11"E	22.10'
L10	N46°07'11"E	22.10'

PROFESSIONAL LAND SURVEYOR
WALTER A. SHEEK
LS 4838
Expires: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: Parcel I-B-2 (Portion of Reuse Plan Disposition Site 40)

SHEET 4 OF 4

PSOMAS

MCAS-TUSTIN

SCALE	1"=100'
DRAFTED	RAT
CHECKED	LS
DATE	APRIL 2002
JOB NUMBER	2TUS010200

Plotted: 05/02/02 11:14:20 F:\Surveys\2tus010200\design\dwgdxf\Parcel_I-B-2-04.dwg CNguyen

PSOMAS

Legal Description

Exhibit "A"

Parcel I-B-3

(Portion of Reuse Plan Disposition Area 40)

In the City of Tustin and City of Irvine, County of Orange, State of California, being that portion of Block 62 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39, inclusive, of Records of Survey, both of the records of said County, described as follows:

Beginning at the intersection of the northwesterly line of Harvard Avenue (having a northwesterly half-width of 36 feet) and the southwesterly right-of-way line of Edinger Avenue (having a southwesterly half-width of 60 feet) as shown on said Record of Survey; thence along said northwesterly line of Harvard Avenue the following four (4) courses:

1) South 40°37'53" West 1259.59 feet to and angle point therein;
2) South 40°37'37" West 1319.25 feet;
3) South 85°39'11" West 38.17 feet to a line that is parallel with and 63.00 feet northwesterly from the centerline of said Harvard Avenue;
4) South 40°37'37" West 258.51 feet along said parallel line to a point on the northwesterly line of the land described in the document recorded in Book 10657, Page 412 of Official Records of said County and as shown on said Record of Survey, said point being the beginning of a non-tangent curve concave northwesterly having a radius of 1894.00 feet, a radial line to said beginning bears South 27°51'20" East;

thence leaving said parallel line southwesterly along said northwesterly line and said curve 16.18 feet through a central angle of 0°29'22 to a point on a line lying 69.00 feet northwesterly from the centerline of Harvard Avenue as shown on said Record of Survey; thence North 40°37'37" East 1619.79 feet along said parallel line to an angle point therein;

Legal Description

Exhibit "A"

Parcel I-B-3

(Portion of Reuse Plan Disposition Area 40)

thence North 40°37'53" East 1266.30 feet along said parallel line to a point on said southwesterly right-of-way line of Edinger Avenue, being a curve concave southwesterly with a radius of 1740.00 feet, a radial line to said point bears North 51°37'32" East; thence 33.68 feet southeasterly along said curve through a central angle of 01°06'33" to the **point of beginning.**

Containing 87,336 square feet or 2.00 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision:

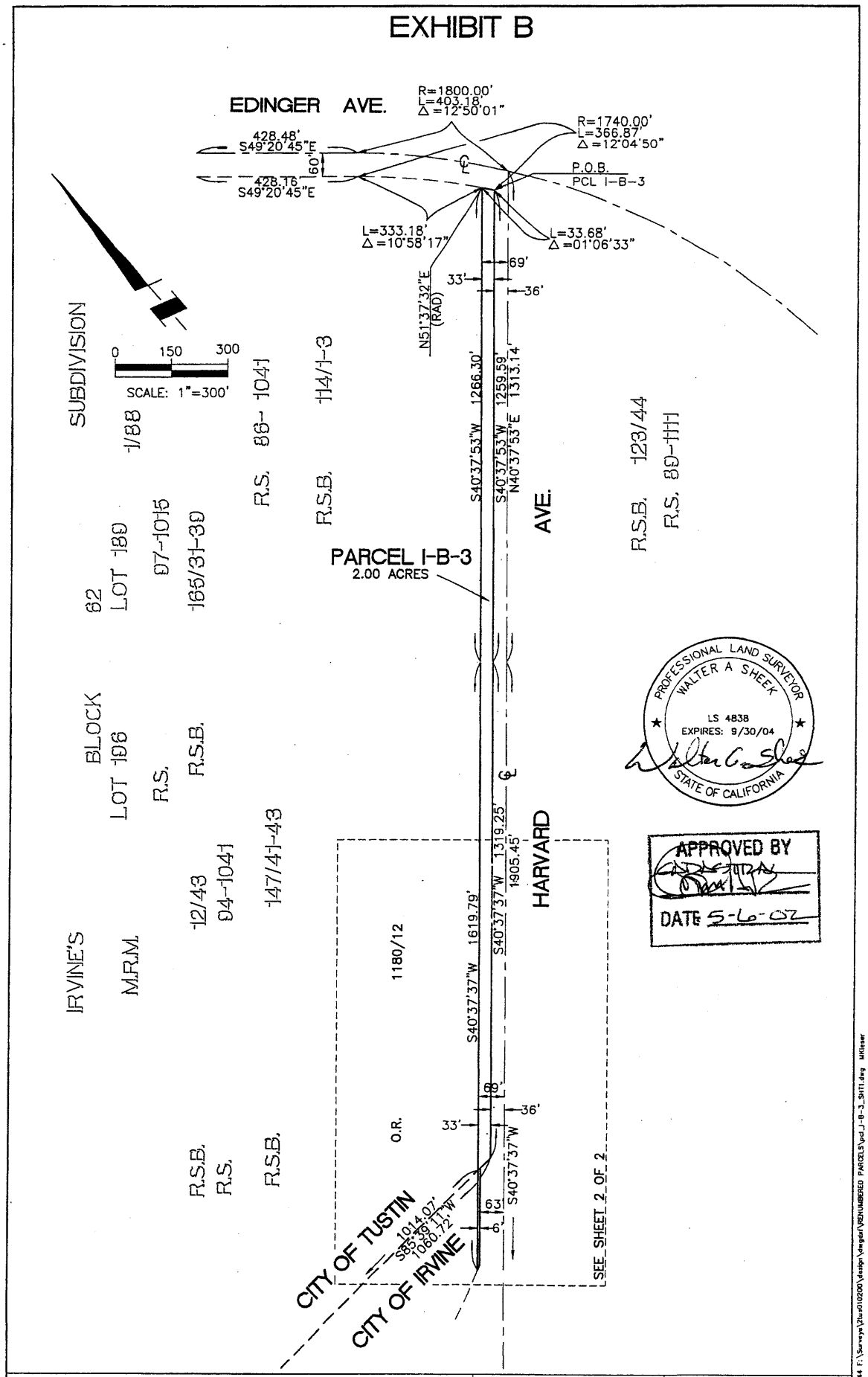
Walter C. Sheek May 5, 2002

Walter A. Sheek, P.L.S. 4838 Date

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
CITY OF TRACY
DATE 5-6-02

EXHIBIT B



PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

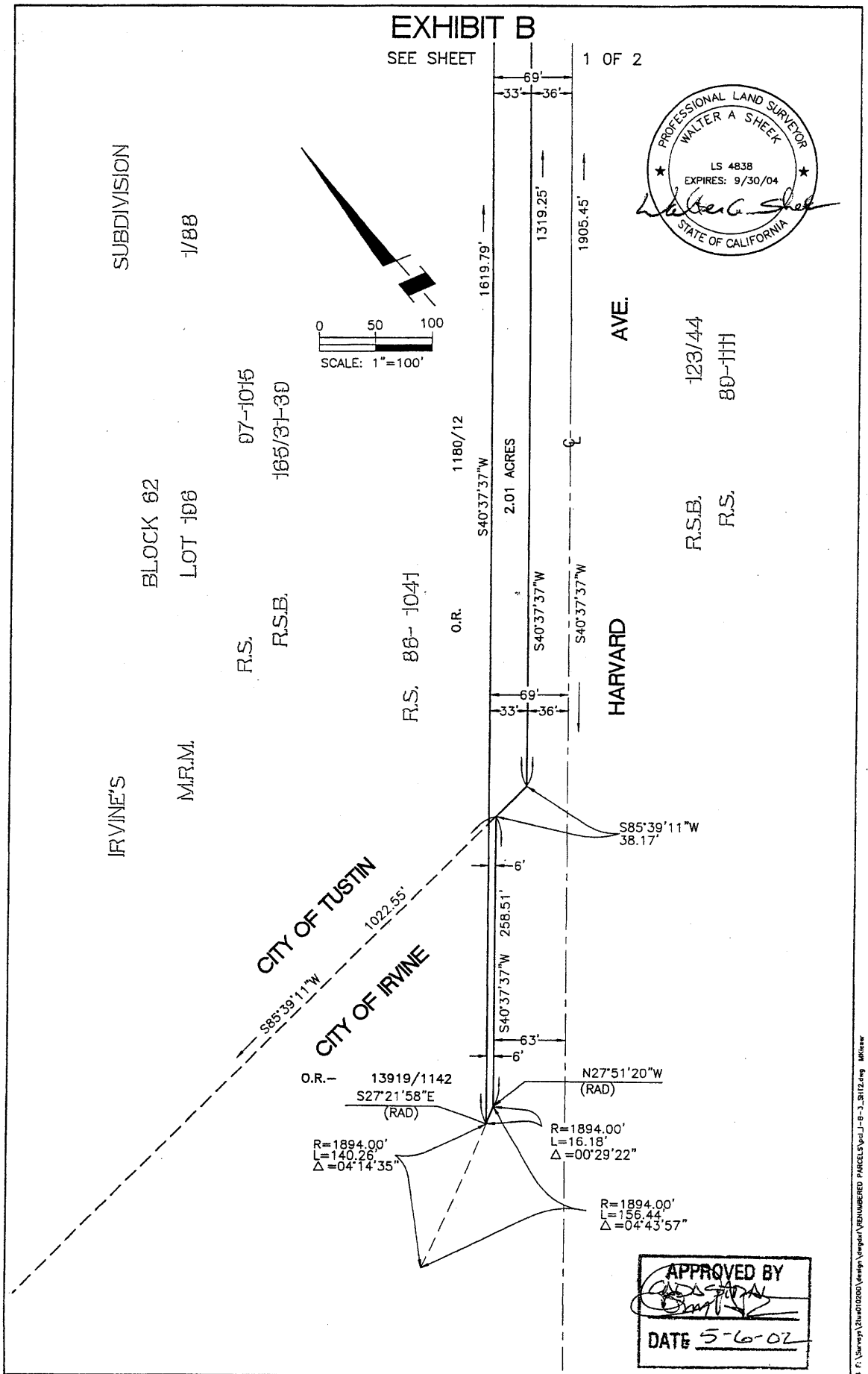
APPROVED BY
DATE 5-6-02

DESCRIPTION: Parcel I-B-3 (Portion of Reuse Plan Disposition Site 40)	SHEET 1 OF 2	SCALE 1"=300'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED RAT CHECKED LS DATE APRIL 2002 JOB NUMBER 2TUS010200

Plotted: 05/02/02 13:56:44 F:\Surveys\2tus010200\design\stargen\RENUMBERED PARCELS\pid_I-B-3_Sht1.dwg MKlieser

EXHIBIT B

SEE SHEET 1 OF 2



DESCRIPTION: Parcel I-B-3 (Portion of Reuse Plan Disposition Site 40)	SHEET 2 OF 2	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS	DRAFTED RAT
		CHECKED LS
		DATE APRIL 2002
		JOB NUMBER 2TUS010200

Plotted: 05/02/02 13:38:24 F:\Survey\2tus010200\design\Vangie\RENUMBERED PARCELS\pcl_I-B-3_SHT2.dwg MKlein

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

EXECUTION VERSION 5/10/02

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED C AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471

This **DEED** is made this day of 2002, by the **UNITED STATES OF AMERICA,** acting by and through the Department of the Navy, (the "GRANTOR") in favor of the **CITY OF TUSTIN, CALIFORNIA** the recognized local redevelopment authority for Marine Corps Air Station Tustin (the "GRANTEE"),

RECITALS:

WHEREAS

A. The GRANTEE has requested conveyance from the GRANTOR of a portion of the former Marine Corps Air Station Tustin, ("MCAS Tustin") which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L. No. 101-510; "Base Closure Act") and which is no longer required for military purposes; and

B. The GRANTOR is authorized to convey property at MCAS Tustin to the GRANTEE pursuant to the Base Closure Act; and

C. The GRANTOR has completed remedial actions on the property at MCAS Tustin to be conveyed to GRANTEE that are necessary to provide the covenant required by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I); and

D. The GRANTOR has found and determined that the property at MCAS Tustin to be conveyed to GRANTEE is suitable for transfer pursuant to Finding of Suitability for Transfer ("FOST") dated September 28, 2001; and

E. The GRANTOR and the GRANTEE have entered into the Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin (the "Agreement"), which sets forth the terms and conditions of the conveyance of portions of MCAS Tustin from the GRANTOR to the GRANTEE; and

F. Pursuant to California Civil Code §1471, GRANTOR has determined that it is reasonably necessary to impose certain restrictions on the use of the Property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the Property described hereinafter with particularity.

NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property, comprising approximately 71 acres, more or less (hereinafter "Property"), as more particularly described as Parcel I-C-1, I-C-2, and I-C-6 in Exhibit "A."

1. TOGETHER WITH:

1.1. All buildings, facilities, roadways, rail lines, and other infrastructure, including the entire MCAS Tustin storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Property,

1.2 All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto,

1.3 All rights to minerals, gas, oil, and water.

2. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity:

2.1 The GRANTEE agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record.

2.2 A FOST has been completed and an Environmental Baseline Survey ("EBS") report is referenced in the FOST. The FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. GRANTEE acknowledges that it has

received copies of the EBS and the FOST and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

2.3 Except as otherwise provided herein, or as otherwise provided by law, 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" and "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. Except for the environmental remediation which may be required to be undertaken by GRANTOR pursuant to paragraph 2.6 below, 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.

2.4 **Asbestos Containing Material**

2.4.1. GRANTEE is hereby informed and does hereby acknowledge that hazardous materials in the form of asbestos or asbestos-containing materials ("ACM") have been found and are otherwise presumed to exist in buildings and structures on the Property. The EBS and FOST disclose the presence of known asbestos or ACM hazards in such buildings and structures on the Property.

2.4.2. GRANTEE covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit occupancy and use of buildings and structures, or portions thereof, containing known asbestos or ACM hazards prior to abatement of such hazards. In connection with its use and occupancy of the Property, including, but not limited to, demolition of buildings and structures containing asbestos or ACM, it will comply with all applicable federal, state and local laws relating to asbestos and ACM.

2.4.3 ACM surveys have not been conducted for Buildings/Structures 508, 537, and 568 on Parcel I-C-1. GRANTEE shall prohibit occupancy and use of those buildings and structures and portions thereof until ACM surveys have been conducted by GRANTEE or its successors and assigns, and any necessary abatement required under applicable federal, state and local laws relating to asbestos and ACM has been completed by GRANTEE or its successors and assigns.

2.4.4. The GRANTOR shall provide a notice of release, in recordable form, to the GRANTEE at such time as demolition of the buildings on the Property containing ACM has been completed and the appropriate government regulatory agency(s) have confirmed in writing to the GRANTEE that ACM has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This notice of release shall be deemed to remove all notices and restrictions relating to ACM from the Property. The GRANTOR shall have no obligation under this

subparagraph for the demolition of buildings or the removal of ACM or soil remediation related to such demolition or removal action.

2.5. **Notices And Covenants:**

2.5.1. **Notices: Hazardous Substance Notification.** Pursuant to 42 U.S.C. § 9620(h)(3)(A), and the provisions of 40 C.F.R. part 373, the Grantor hereby gives notice that hazardous substances were stored for one year or more, released or disposed of on the Property. The information contained in this notice is required by regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund"), 42 U.S.C. § 9620(h). The Grantor has made a complete search of its files and records concerning the Property. Based on that search, the type and quantity of such hazardous substances, the time at which such storage, release or disposal took place, to the extent such information is available, and a description of the remedial action taken, if any, is contained in Exhibit "B."

2.5.2. **Grant of Covenant [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I)].** The GRANTOR covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of transfer.

2.5.3. **Additional Remediation Obligation [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(II)].** The GRANTOR covenants and warrants that GRANTOR shall conduct any additional remedial action found to be necessary after the date of transfer for any hazardous substance existing on the Property prior to the date of this Deed. This covenant shall not apply to the extent that the GRANTEE caused or contributed to any release or threatened release of any hazardous substance, pollutant, or contaminant.

2.5.4. **Access [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(iii)].** In connection with GRANTOR's covenant in 2.5.3 above and in connection with ongoing remediation on GRANTOR's property adjacent to the Property, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that GRANTOR, or its officers, agents, employees, contractors and subcontractors, shall have the right, upon reasonable notice to GRANTEE, to enter upon the Property in any case in which a response or corrective action is found to be necessary at such property after the date of this deed, or such access is necessary to carry out a response action or corrective action on adjoining property. Neither GRANTEE, nor its successors and assigns, shall have any claim on account of such entries against the United States or any of its officers, agents, employees, contractors or subcontractors. The right to enter shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary, including, but not limited to monitoring wells, pumping wells, treatment facilities, and

the installation of associated utilities. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, the GRANTOR (1) shall give the GRANTEE reasonable notice of any action to be taken related to such remedial or corrective actions on the Property, and (2) make reasonable efforts to minimize interference with the on-going use of the Property. Furthermore, the GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between the necessary environmental investigation and remediation activities and the GRANTEE's use of the Property. Any inspection, survey, investigation or other response, corrective or remedial action undertaken by GRANTOR will, to the maximum extent practical, be coordinated with representatives designated by the GRANTEE.

In connection with GRANTOR's remedial actions described above, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any such action.

2.6. **Environmental Restriction.**

2.6.1. The following environmental covenants, conditions, and restrictions (hereinafter "environmental restrictions") regarding the use of the Property have been determined by the GRANTOR to be reasonably necessary to protect present or future human health or safety or the environment as provided by CERCLA and California Civil Code Section 1471. The environmental restrictions made and accepted herein by GRANTEE shall be for the benefit of and enforceable by the GRANTOR herein as provided under Civil Code Section 1471 and applicable Federal statutes and regulations, shall run with the land, and shall be binding on the GRANTEE, its successors and assigns. GRANTOR has installed monitoring and pumping wells, together with associated monitoring and other equipment on the Property. The approximate location of those wells and associated equipment is shown on Exhibit "C." GRANTEE, its successors and assigns, shall not alter, disturb or remove said wells or equipment without the prior written approval of GRANTOR, United States Environmental Protection Agency, California Department of Toxic Substance Control, and Regional Water Quality Board, Santa Ana Region (collectively "Cognizant Regulatory Agencies").

2.6.2. These environmental restrictions may be released at such time as the GRANTOR and the Cognizant Regulatory Agencies have determined that the restricted Property is protective of present or future human health or safety of the environment for the use that was formerly prohibited. Upon receipt of such written confirmation, the GRANTOR shall deliver to the GRANTEE in recordable form, a release (the "Release") relating specifically to the environmental use restrictions set forth in this deed. The execution of the Release by the GRANTOR shall remove all notices and restrictions relating to the remedy addressed by the restrictions from the title to the Property.

2.7. **Indemnification Regarding Transferees.** The GRANTOR hereby recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. 102-484), as amended, regarding indemnification of transferees of closing Department of Defense property.

2.8. **Non-Discrimination**. GRANTEE covenants for itself, its successors and assigns, that it will comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property. The foregoing shall not be construed to prohibit the operation of federal or state approved programs focusing on the special needs of the homeless, veterans, victims of domestic violence and other classes of persons at risk; nor shall it be construed to prohibit employment practices not otherwise prohibited by law. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

3. NO HAZARD TO AIR NAVIGATION: GRANTEE covenants for itself, its successors and assigns, that in connection with any construction or alteration on the Property, it will obtain a determination of no hazard to air navigation from the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

4. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth herein are a binding servitude on the Property, shall inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code sections 1462 and 1471 and other applicable authority.

5. EASEMENTS:

5.1 GRANTOR, for itself and for its successors and assigns, hereby reserves an assignable non-exclusive Easement for ingress and egress on, over, or across Windmill Road as it is located on Parcel I-C-1 ("Roadway") as of the date of this conveyance for use by GRANTOR's employees, contractors, delivery services, vendors, maintenance personnel and ancillary service providers for purposes of access to the following properties which remain in the ownership of the GRANTOR as of the effective date of this Deed ("Remaining Lands"): Parcel III-C-3, Parcel III-C-4, and Parcel III-C-5.

5.2 To the extent one or more of the Roadway(s) described above are abandoned or otherwise cease to provide access to the Remaining Lands after the date of this conveyance, and said access continues to be required, said Easement shall be on, across, and over such other

improved or unimproved roads provided by the GRANTEE, or its successor and assigns, that provide equivalent access to the Remaining Lands. In the event GRANTOR determines that access to the Remaining Lands is no longer required by GRANTOR, or is available on, across, and over other public road(s) open to public use for which access is not restricted or controlled for all members of the public, said Easement shall automatically terminate.

6. NOTICES: Notices shall be deemed sufficient under this Agreement if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure set forth herein by the intended recipient of such notice):

If to the City:	City of Tustin 300 Centennial Way Tustin, California 92780 Attn: City Manager
	Christine Shingleton Assistant City Manager City of Tustin 300 Centennial Way Tustin, California 92780
With a copy to:	George R. Schlossberg, Esq. Kutak Rock LLP 1101 Connecticut Avenue, N.W. Suite 1000 Washington, DC 20036
If to Government:	Commanding Officer Southwest Division Engineering Field Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5189
With a copy to:	Navy BRAC Operations Office Attention BCM Tustin Southwest Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5190

7. LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this Quitclaim Deed:

7.1 Exhibit "A" - Legal Descriptions and Plats of the Property.
7.2 Exhibit "B" - CERCLA Notice pertaining to Property.
7.3 Exhibit "C" - Location of Monitoring and Pumping Wells.

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Quitclaim Deed and receipt of the documents described herein, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

Parcel I-C-1

(Reuse Plan Disposition Site 10, 11, 40 and a portion 42)

In the City of Tustin, County of Orange, State of California, being those portions of Blocks 46 and 47 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, all of the records of said County, described as follows:

For the purpose of this description the following Control Lines are hereby established:

Control Line "F"

Beginning at the intersection of the centerline of Von Karman Avenue with the centerline of Barranca Parkway as shown on said Record of Survey, the centerline of Barranca Parkway between Von Karman Avenue and Jamboree Road bears North 49°19'54" West; thence North 40°40'06" East 302.71 feet to the beginning of a curve concave southerly having a radius of 1800.05 feet; thence northeasterly and easterly 1295.77 feet along said curve through a central angle of 41°14'40" to a point hereinafter referred to as Point **"S"**; thence continuing easterly along said curve 529.24 feet through a central angle of 16°50'45"; thence South 81°14'29" East 725.95 feet to the beginning of a curve concave northerly having a radius of 1400.04 feet; thence easterly and northeasterly 881.48 feet along said curve through a central angle of 36°04'26" to a point hereinafter referred to as Point **"T"**.

Control Line "G"

Beginning at the hereinabove described Point **"S"**; thence South 21°16'16" East 89.72 feet to the beginning of a curve concave northerly having a radius of 1400.04 feet; thence southerly, southeasterly and easterly along said curve 1945.22 feet through a central angle of 79°36'25" to a point hereinafter referred to as Point "**U**"; thence continuing along said

Legal Description
Exhibit "A"
Parcel I-C-1
(Reuse Plan Disposition Site 10, 11, 40 and a portion 42)

curve easterly and northeasterly 712.08 feet through a central angle of 29°08'29" to a point hereinafter referred to as Point "**V**", a radial line to said point bears South 40°01'10" East; thence continuing along said curve northeasterly 229.05 feet though a central angle of 09°22'25"; thence North 40°36'25" East 91.79 feet to the terminus of the herein described Control Line "**G**".

Control Line "H"

Beginning at the hereinabove described Point **"T"** said point being the beginning of a curve concave northeasterly having a radius of 1400.04 feet, a radial line to said beginning bears South 61°08'34" West; thence southeasterly along said curve 364.03 feet through a central angle of 14°53'51"; thence South 43°45'17" East 208.89 feet to the terminus of the hereinabove described Control Line "**G**".

Parcel I-C-1

Beginning at said intersection of the centerline of Von Karman Avenue with the centerline of Barranca Parkway as shown on said Record of Survey; thence North 40°40'06" East 110.00 feet along said Control Line "**F**"; thence leaving said Control Line "**F**" North 49°19'54" West 60.00 feet to a point on a line parallel with and distant northwesterly 60.00 feet, measured at right angles, from said Control Line "**F**", said point being also the **True Point of Beginning**; thence parallel with said Control Line "**F**" North 40°40'06" East 192.71 feet to the beginning of a curve concave southeasterly having a radius of 1860.05 feet, being concentric with and distant northwesterly 60.00 feet from said control line "**F**"; thence northeasterly 1015.06 feet along said curve through a central angle of 31°16'02"; thence leaving said concentric curve North 10°57'40" West 12.09 feet to a point on a non-tangent curve concave southerly having a radius of 1872.05 feet, being concentric

Legal Description

Exhibit "A"

Parcel I-C-1

(Reuse Plan Disposition Site 10, 11, 40 and a portion 42)

with and distant northwesterly 72.00 feet from said Control line "**F**", a radial line to beginning of curve bears North 18°01'07" West; thence easterly 180.58 feet along said concentric curve through a central angle of 05°31'37"; thence leaving said concentric curve South 10°57'39" East 12.00 feet to a point on a non-tangent curve concave southerly having a radius 1860.05 feet, being concentric with and distant 60.00 feet from said Control Line "**F**", a radial line to said beginning of curve bears North 12°30'06" West; thence easterly 50.00 feet along said concentric curve through a central angle of 01°32'25"; thence leaving said curve North 29°47'11" East 40.70 feet; thence North 88°14'04" East 97.60 feet; thence South 21°18'52" East 179.45 feet to the beginning of a non-tangent curve concave northerly having a radius of 1354.04, being concentric with and distant northeasterly 46.00 feet from said Control Line "**G**", a radial line to said beginning of curve bears North 67°54'42" East; thence southerly, southeasterly and easterly 2553.81 feet along said curve through a central angle of 108°03'49"; thence leaving said concentric curve North 49°13'07" West 12.15 feet to a point on a non-tangent curve having a radius of 1342.04 feet being concentric with and distant 58.00 feet northwesterly from said Control line "**G**", a radial line to said beginning of curve bears North 40°04'12" West; thence northeasterly 180.91 feet along said curve through a central angle of 07°43'25"; thence leaving said concentric curve South 49°13'07" East 12.00 feet to the beginning of a non-tangent curve concave northerly having a radius of 1354.04 feet, being concentric with and distant 46.00 feet from said Control Line "**F**", a radial line to said beginning of curve bears South 47°48'23" East; thence northeasterly 50.05 feet along said curve through a central angle of 02°07'05", thence North 02°40'56" West 35.57 feet; thence North 38°11'28" East 121.20 feet to a line parallel with and distant 60.00 feet northeasterly, measured at right angles, from said Control line "**H**"; thence along said parallel line South 43°45'17" East 132.20 feet to the southeasterly line of Lot 90 in said Block 46 of Irvine's Subdivision

Legal Description

Exhibit "A"

Parcel I-C-1

(Reuse Plan Disposition Site 10, 11, 40 and a portion 42)

being the Boundary line between the City of Tustin and the City of Irvine as shown on the Record of Survey filed in Book 165, Pages 31 through 39 inclusive of Records of Surveys, records of said County; thence along said southeasterly line South 40°36'26" West 159.34 feet to the most easterly corner of Lot 101 in said Block 47 of Irvine's Subdivision; thence South 40°38'05" West 637.46 feet along the southeasterly line of said Lot 101 to the northeasterly prolongation of that certain course cited as "North 63°16'06" East 95.10 feet" as described in Parcel 1 of the deed recorded September 12, 1988 as Instrument No. 88-456310 of Official Records, records of said County; thence leaving said southeasterly line and along said prolongation and said cited course in the Northwesterly line of said Parcel 1 the following eight (8) courses:

1.) South 63°16'09" West 123.68 feet;

2.) South 55°40'03" West 211.16 feet;

3.) South 51°44'51" West 105.40 feet;

4.) South 47°33'33" West 101.16 feet;

5.) South 43°55'56" West 107.41 feet;

6.) South 41°15'21" West 86.78 feet;

7.) South 40°44'08" West 1,138.11 feet to the beginning of a curve concave to the northwest having a radius of 120.00 feet;

8.) southwesterly 74.60 feet along said curve through a central angle of 35°37'03" to a line parallel with and distant 110.00 feet, measured at right angles, from said centerline of Barranca Parkway;

thence along said parallel line North 49°19'54" West 1190.84 feet to the southwest line of the land shown on the Record of Survey filed in Book 115, Page 90, of Records of Survey, records of said County; thence along the southeast, northeast and northwest lines of said land the following four (4) courses:

Legal Description

Exhibit "A"

Parcel I-C-1

(Reuse Plan Disposition Site 10, 11, 40 and a portion 42)

1.) North 40°40'06" East 530.00 feet;
2.) North 49°19'54" West 1164.98 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 1714.00 feet, a radial line to said beginning of curve bears North 37°58'56" West;
3.) southwesterly 339.52 feet along said curve through a central angle of 11°20'58",
4.) South 40°40'06" West 192.70 feet to said line parallel with Barranca Parkway;
thence along said parallel line North 49°19'54" West 146.00 feet to the
True Point Of Beginning.

Excepting therefrom that portion described as follows:

Exception Parcel No. 1

Beginning at the hereinbefore described Point **"U"**; thence South 49°26'44" East 80.34 feet; thence South 40°09'45" West 262.03 feet; thence South 08°34'09" East 182.46 feet to the northwesterly line of Parcel 1 as described in the deed recorded September 12, 1988 as Instrument No. 88-456310 of Official Records, records of said County; thence along said northwesterly line of said Parcel 1 the following three (3) courses:

1.) South 43°55'56" West 26.33 feet;
2.) South 41°15'21" West 86.78 feet;
3.) South 40°44'08" West 83.58 feet;
thence leaving said northwesterly line North 08°31'36" West 277.52 feet; thence North 49°16'45" West 324.58 feet; thence North 40°36'05" East 20.74 feet; thence North 49°15'06" West 147.84 feet; thence South 41°44'34" West 21.78 feet; thence

Legal Description
Exhibit "A"
Parcel I-C-1
(Reuse Plan Disposition Site 10, 11, 40 and a portion 42)

North 49°20'08" West 98.22 feet; thence North 40°43'22" East 23.03 feet to a point on a curve concentric with and distant 46.00 feet northerly from the hereinabove described Control Line "**G**", said point being the beginning of a non-tangent curve concave northerly having a radius of 1354.04 feet, a radial line to said point bears South 17°27'29" West; thence easterly along said concentric curve 632.56 feet through a central angle of 26°46'00"; thence South 49°26'44" East 59.48 feet to the point of beginning, said point being the hereinbefore described Point **"U"**.

Excepting therefrom that portion described as follows:

Exception Parcel No. 2

Beginning at the hereinbefore described Point **"V"**; thence South 22°35'49" East 58.46 feet; thence South 40°45'08" West 164.45 feet; thence North 24°24'11" West 140.84 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 1354.04 feet, being concentric with and distant 46.00 feet northwesterly from the hereinabove described Control Line "G", a radial line to said beginning of curve bears South 33°59'38' East; thence northeasterly 145.52 feet along said curve through a central angle of 06°09'28"; thence North 49°13'07" West 12.15 feet to the beginning of a non- tangent curve concave northwesterly having a radius of 1342.04 feet, being concentric with and distant northwesterly 58.00 feet from the hereinabove mentioned Control Line "G", a radial line to said beginning of curve bears South 40° 04' 13" East; thence northeasterly 16.84 feet along said curve through a central angle of 00°43'08" to a line that bears North 22°35'49" West from the Point of Beginning; thence along said line

PSOMAS

Legal Description

Exhibit "A"

Parcel I-C-1

(Reuse Plan Disposition Site 10, 11, 40 and a portion 42)

South 22°35'49"East 60.92 feet to the **Point Of Beginning**.

Containing 2,761,209 square feet or 63.39 acres net, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision

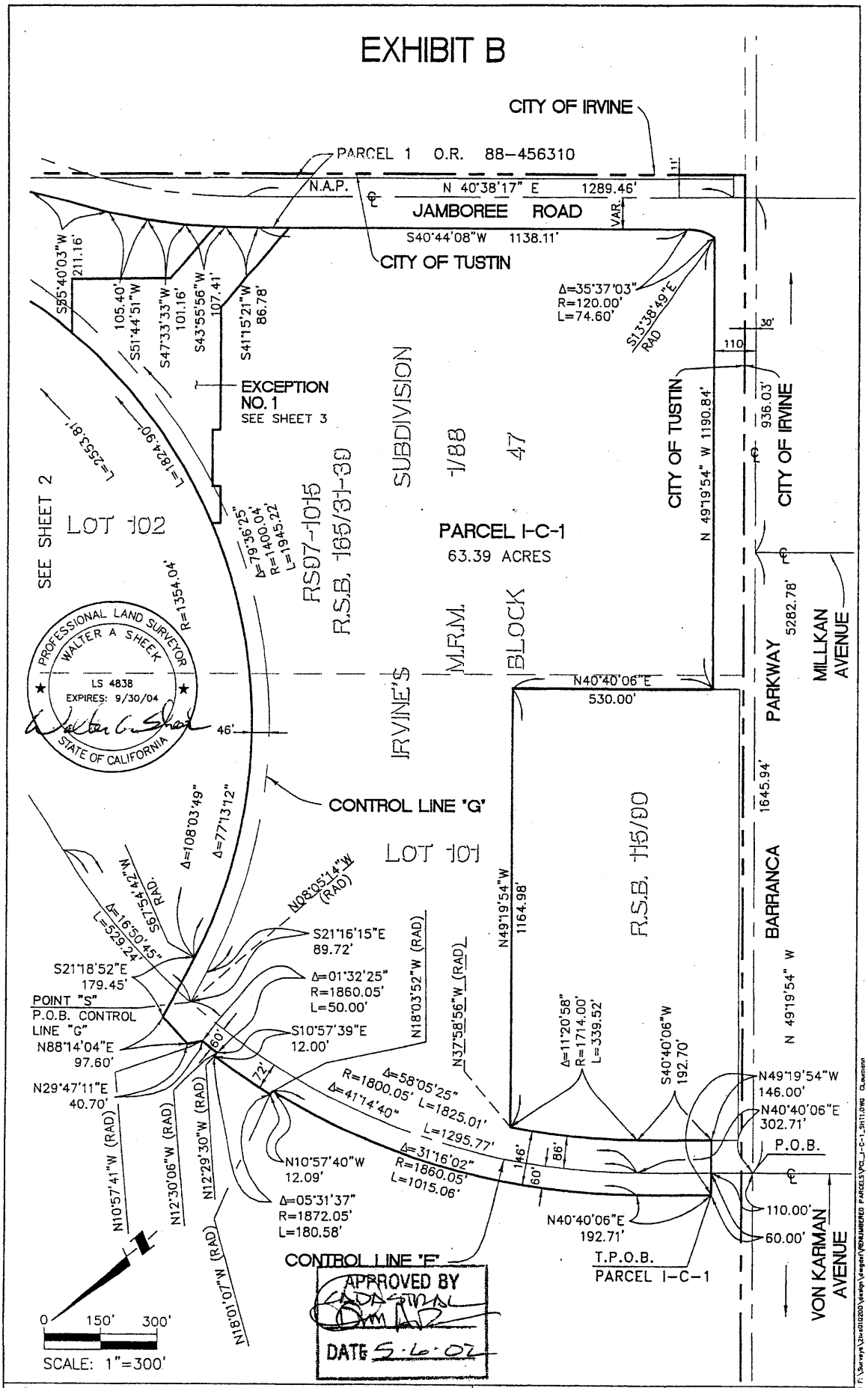
Walter A. Sheek P.L.S. 4838 Date May 6, 2002

Expires: 9/30/04

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

EXHIBIT B



DESCRIPTION: Parcel I-C-1 (Reuse Plan Disposition Site 10, 11, 40 and a portion 42)

MCAS-TUSTIN

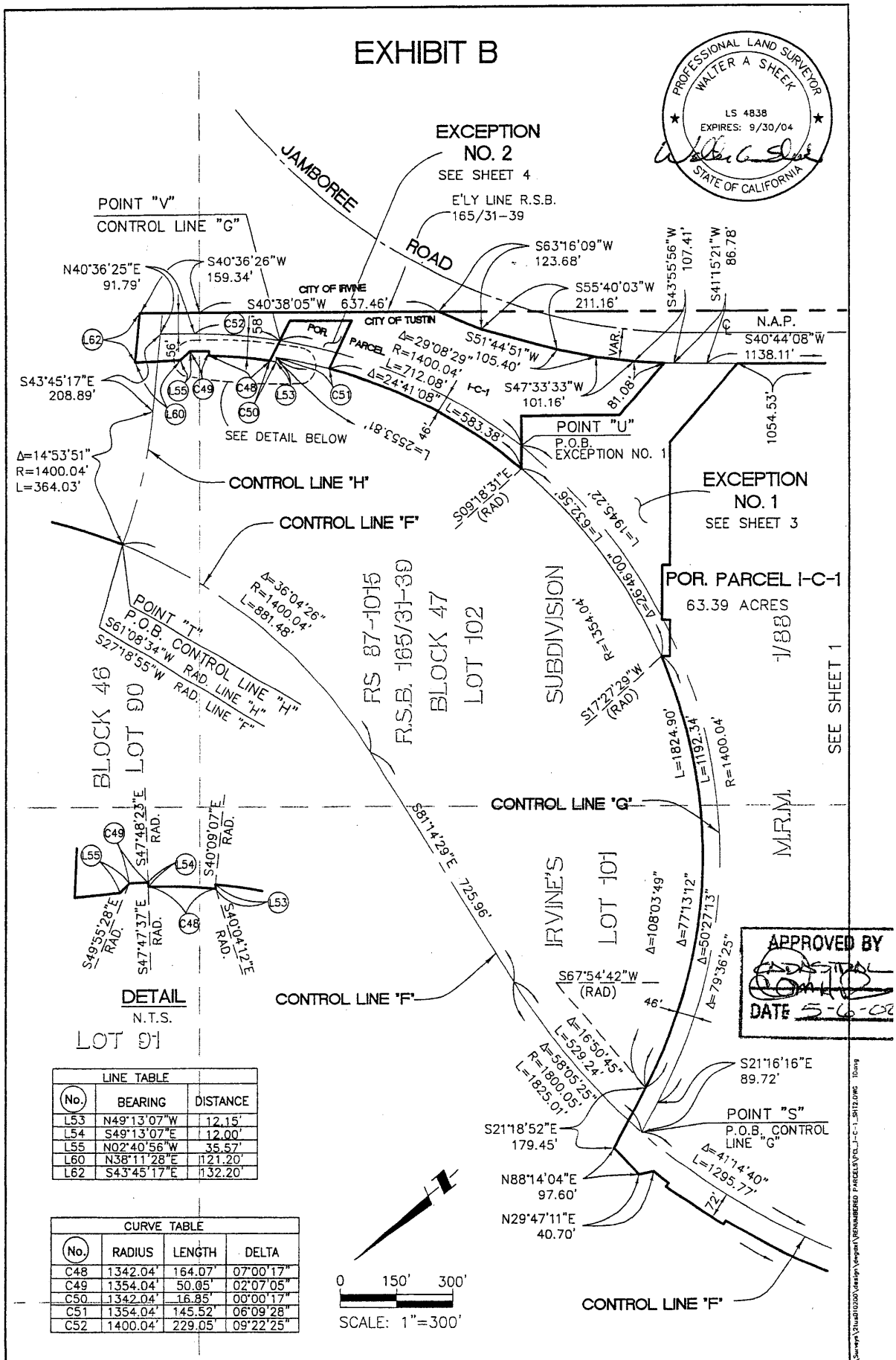
SHEET 1 OF 4

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1"=200'
DRAFTED	CHL
CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

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EXHIBIT B



LINE TABLE		
No.	BEARING	DISTANCE
L53	N49°13'07"W	12.15'
L54	S49°13'07"E	12.00'
L55	N02°40'56"W	35.57'
L60	N38°11'28"E	121.20'
L62	S43°45'17"E	132.20'

CURVE TABLE			
No.	RADIUS	LENGTH	DELTA
C48	1342.04'	164.07'	07°00'17"
C49	1354.04'	50.05'	02°07'05"
C50	1342.04'	16.85'	00°00'17"
C51	1354.04'	145.52'	06°09'28"
C52	1400.04'	229.05'	09°22'25"

DESCRIPTION: Parcel I-C-1 (Reuse Plan Disposition Site 10, 11, 40 and a portion 42)

SHEET 2 OF 4

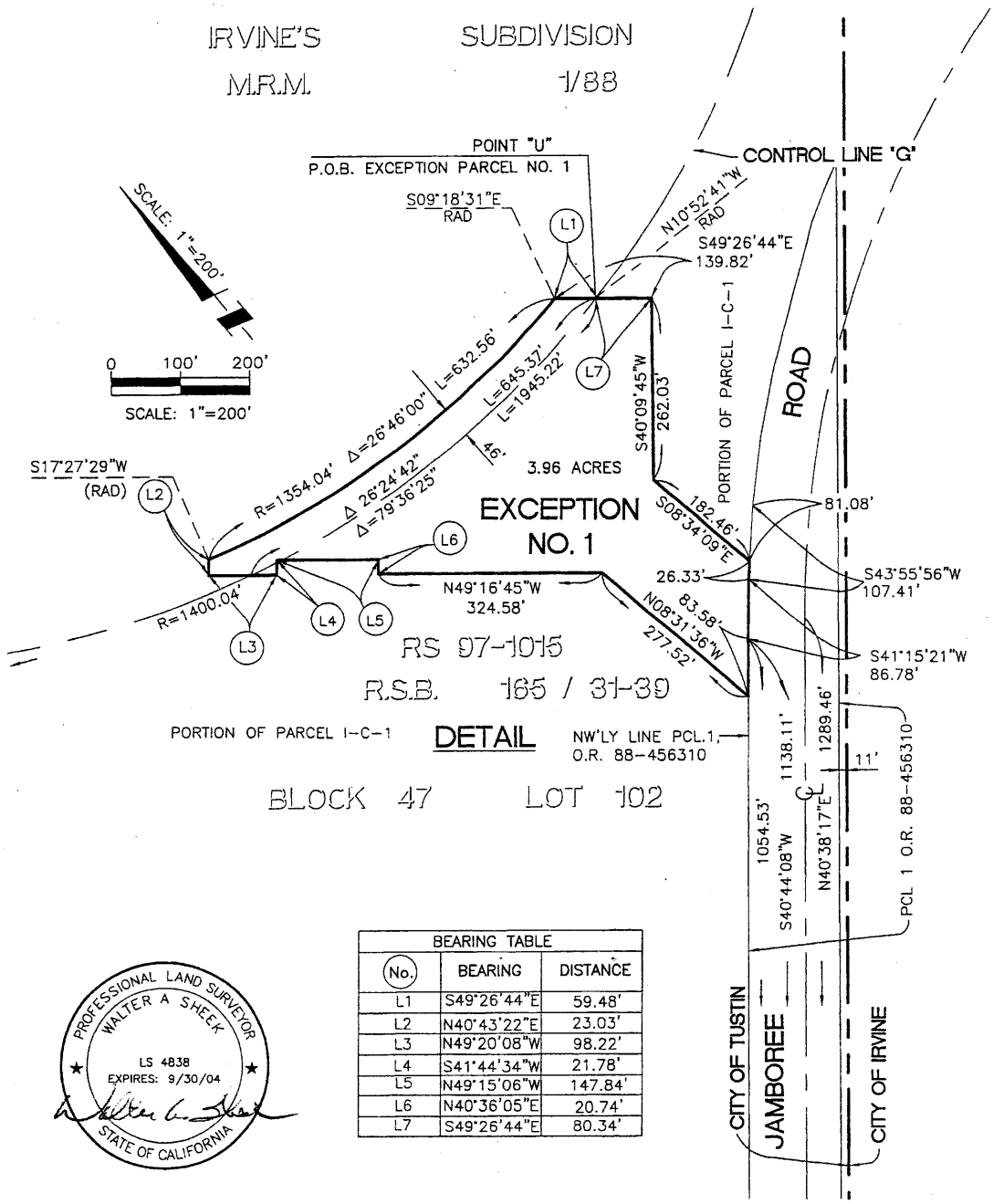
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1"=200'
DRAFTED	CHL
CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

Plotted: 05/04/02 13:54:24 F:\Surveys\2tus010500\design\legal\RENUMBERED PARCELS\PCL_I-C-1_SHT2.DWG 10:orig

EXHIBIT B



BEARING TABLE		
No.	BEARING	DISTANCE
L1	S49°26'44"E	59.48'
L2	N40°43'22"E	23.03'
L3	N49°20'08"W	98.22'
L4	S41°44'34"W	21.78'
L5	N49°15'06"W	147.84'
L6	N40°36'05"E	20.74'
L7	S49°26'44"E	80.34'

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: Parcel I-C-1 (Reuse Plan Disposition Site 10, 11, 40 and a portion 42)

MCAS-TUSTIN

SHEET 3 OF 4

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE 1" = 200'
DRAFTED CHL
CHECKED WAS
DATE APRIL, 2002
JOB NUMBER 2TUS010500 T2

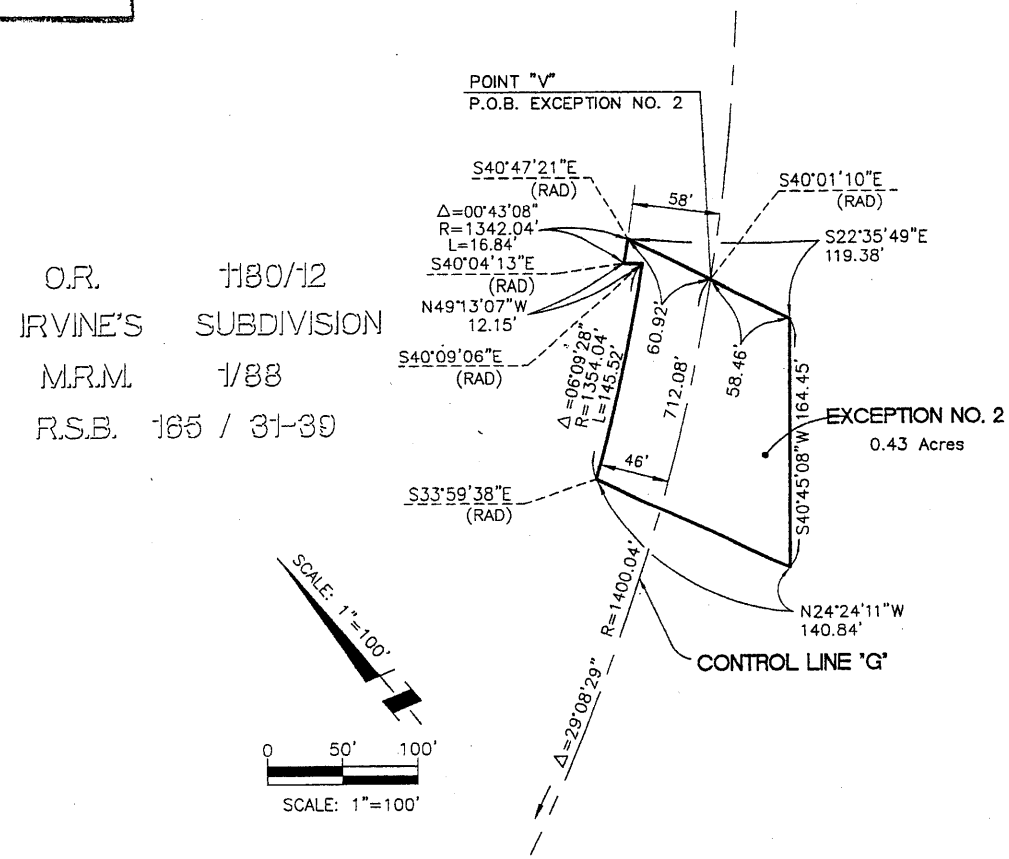
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EXHIBIT B

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-1-02

O.R. 1180/12
IRVINE'S SUBDIVISION
M.R.M. 1/88
R.S.B. 165 / 31-39



DESCRIPTION: Parcel I-C-1 (Reuse Plan Disposition Site 10, 11, 40 and a Portion 42)	SHEET 4 of 4	SCALE 1" = AS SHOWN
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714)545-8883	DRAFTED CN CHECKED DM DATE APRIL, 2002 JOB NUMBER 2TUS010500 T2

Plotted: 05/04/02 13:55:58 F:\Surveys\2tus010200\design\dwgs\rf\RENUMBERED PARCELS\PCL_I-C-1_SH14.dwg TBang

PSOMAS

Legal Description

Exhibit "A"

Parcel I-C-2

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being all that portion of the land described as Parcel 1 in the Grant of Easement recorded September 12, 1988, as Instrument Number 88-456310 of Official Records of said County, in Block 47 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on the map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, all of the records of said County, together with that portion of the 11.00 foot wide strip of land described in the Grant of Easement for "San Joaquin Road" to said County by resolution of the Board of Supervisors on July 22, 1947, recorded July 29, 1947, in Book 1533, Page 430 of Official Records of said County.

Excepting therefrom the following described land:

That portion of Block 47 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, both of records of said County, described as follows:

Beginning at the most southerly corner of said Parcel 1; thence South 49°19'54" East 11.00 feet along the southeasterly prolongation of the southwesterly line of said Parcel 1 to the southeasterly line of said 110.00 foot wide strip of land, said southeasterly line having a bearing and distance of "South 40°38'02" West 1947.61" feet per said Grant of Easement for "San Joaquin Road", Book 1533, Page 450, O.R.; thence along said southeasterly line North 40°38'05" East 1232.22 feet to the TRUE POINT OF BEGINNING; thence continuing along said southeasterly line North 40°38'05" East

PSOMAS

Legal Description

Exhibit "A"

Parcel I-C-2

(Portion of Reuse Plan Disposition Site 40)

18.47 feet to a point hereinafter referred to as Point "**Z**"; thence leaving said southeasterly line North 08°34'09" West 184.33 feet to the northwesterly line of said Parcel 1; thence along said northwesterly line South 43°55'56" West 26.33 feet; thence South 41°15'21" West 86.78 feet; thence South 40°44'08" West 83.58 feet; thence leaving said northwesterly line South 08°31'36" East 69.81 feet; thence North 81°27'34" East 136.64 feet to the **TRUE POINT OF BEGINNING.**

Also excepting therefrom that portion of said 11.00 foot wide strip of land lying southwesterly of said southeasterly prolongation of the southwesterly line of Parcel 1.

Also excepting therefrom that portion of said 11.00 foot wide strip of land lying northeasterly of a line bearing South 63°16'09 West from a point distant North 40°38'05" East 723.31 feet from Point "**Z**".

Containing 232,665 square feet or 5.34 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision.

Walter A. Sheek, P.L.S. 4838 Date

Expires: 09/30/04

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

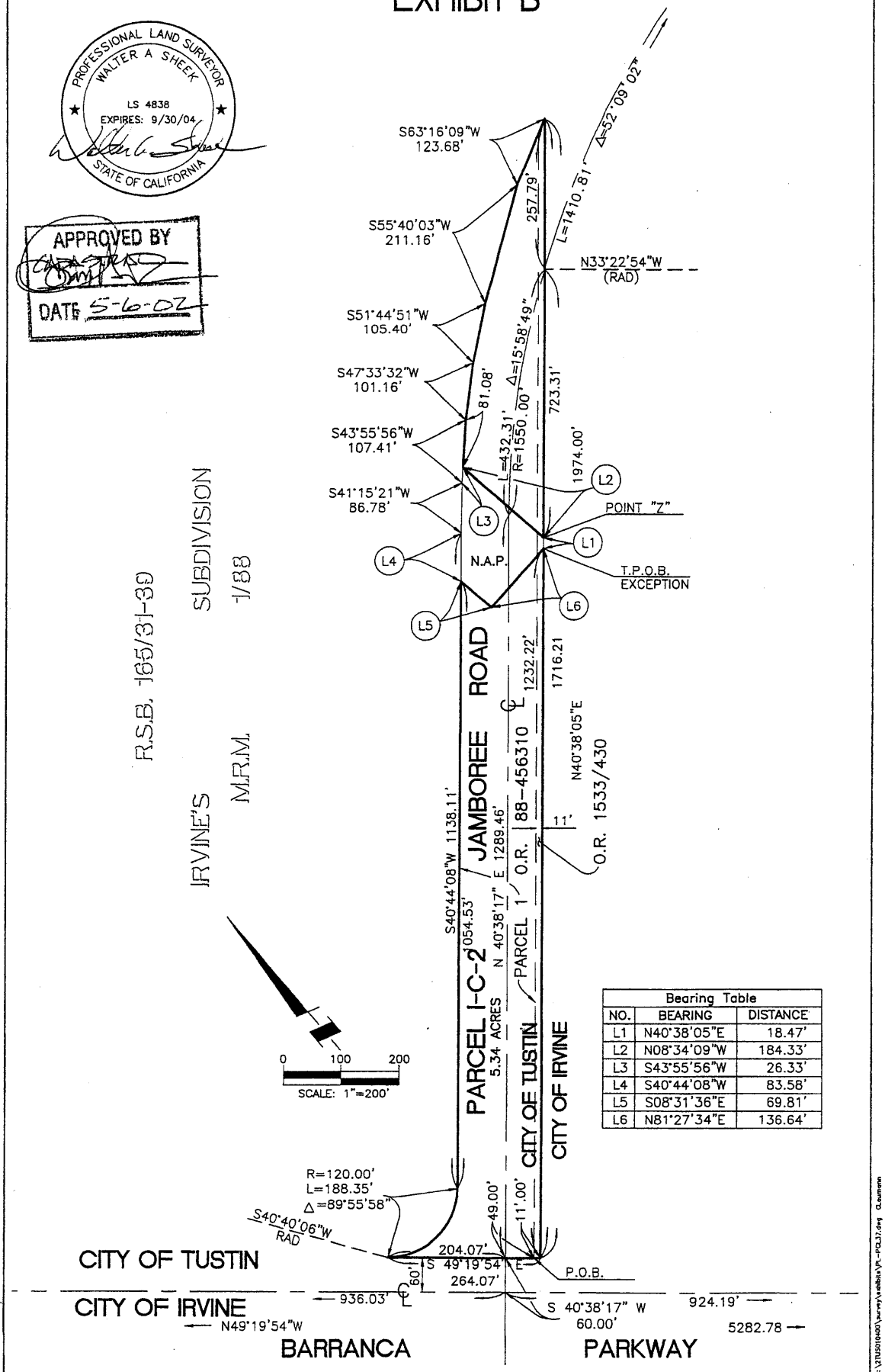
APPROVED BY

DATE _____

EXHIBIT B

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02



Bearing Table		
NO.	BEARING	DISTANCE
L1	N40°38'05"E	18.47'
L2	N08°34'09"W	184.33'
L3	S43°55'56"W	26.33'
L4	S40°44'08"W	83.58'
L5	S08°31'36"E	69.81'
L6	N81°27'34"E	136.64'

DESCRIPTION: PARCEL I-C-2 (PORTION OF REUSE PLAN DISPOSITION SITE 40)

SHEET 1 OF 1

SCALE 1"=200'

MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714)545-8883

DRAFTED CHL
CHECKED DLW
DATE APRIL, 2002
JOB NUMBER 2TUS010500 T2

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PSOMAS

Legal Description

Exhibit "A"

Parcel I-C-6

(Portion of Reuse Plan Disposition Site 40)

Parcel I-C-6

In the City of Tustin, County of Orange, State of California, in Block 47 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on the map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, all of the records of said County, described as follows:

Beginning at a City Boundary Corner of the boundary between City of Irvine and the City of Tustin as shown on said Record of Survey, said corner being the southwesterly terminus of that certain course in said City Boundary having a bearing of "North 40°38'05" East" and a distance of "2671.46' feet" as shown thereon; thence along said City Boundary North 40°38'05" East 30.00 feet to a point on the southeasterly prolongation of the southwesterly line of the land described as Parcel 1, in the Grant of Easement, Recorded September12, 1988, as Instrument Number 88-456310 of Official Records of said County; thence leaving said City boundary, and along said southwesterly line North 49°19'54" West 264.07 feet to a point of cusp with a curve concave northerly having a radius of 120.00 feet, a radial line to said point bears South 40°40'06" West; thence southeasterly and easterly 113.76 feet along said curve through a central angle of 54°18'56" to a line that is parallel with and 110.00 feet northeasterly of the centerline of Barranca Parkway, as shown on said Record of Survey; thence along said parallel line North 49°19'54" West 1190.84 feet to a point on the southeasterly line of the proposed Parcel 1 shown on the map filed in Book 175, Page 48 of Records of Survey of said County; thence along said southeasterly line South 40°40'06" West 80.00 feet to a point on the most westerly line of the "Perimeter Description" as described in the "Decree on Declaration of Taking", Civil Case No. 2398-y, filed January 19, 1943, in the District Court of the United States, Southern District of California, Central Division, and recorded in

PSOMAS

Legal Description

Exhibit "A"

Parcel I-C-6

(Portion of Reuse Plan Disposition Site 40)

Book 1180, Page 12 of Official Records of said County; thence leaving said southeasterly line and along said most westerly line South 49°19'54" East 1357.46 feet to the **point of beginning**

Containing 98,807 Square Feet or 2.27 Acres more or less

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

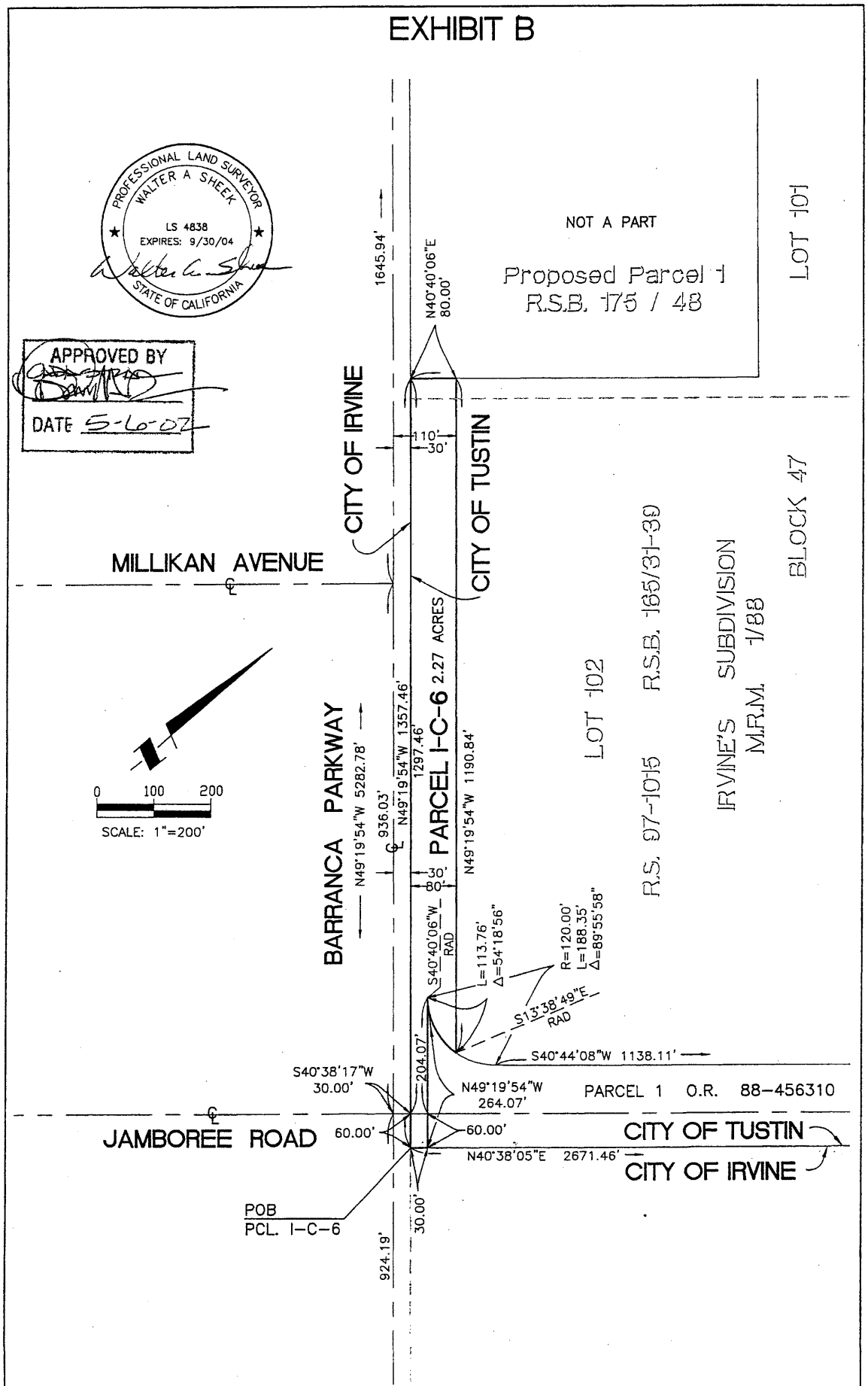
Prepared under my supervision

Walter A. Sheek P.L.S. 4838 Date May 3, 2002

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

EXHIBIT B



DESCRIPTION: PARCEL I-C-6 (Portion of Reuse Plan Disposition Site 40)	SHEET 1 OF 1	SCALE 1"=200'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED RAT CHECKED LS DATE APRIL, 2002 JOB NUMBER 2TUS010200

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Exhibit B

Hazardous Substances Notification

Deed C

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substances[b]	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantity[c] (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 10	I-C-1	AD-4	Aluminum	NA	NA	NA	NA	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Beryllium	NA	NA	NA	NA	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Chromium	7440473	NA	NA	1	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Lead	7439921	NA	NA	1	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Molybdenum	7439987	NA	NA	NA	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Vanadium	NA	NA	NA	NA	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Benzo(k)fluoranthene	207089	NA	NA	1	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Fluoranthene	206440	Benzo(j,j)fluorene	U120	1	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Phenanthrene	85018	NA	NA	1	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Pyrene	129000	NA	NA	1	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Acetone	67641	2-propanone	U002	1	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Carbon disulfide	75150	NA	P022	5,000	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Chloroform	67663	Trichloromethane	U044	5,000	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	1,2-dichlorobenzene	95501	o-dichlorobenzene	U070	1,000	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Methylene chloride	75092	Dichloromethane	U080	1	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Acetonitrile	75058	NA	U003	1	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Arochlor-1260	11096825	Arochlors, PCBs	NA	10	Unknown	1966	D, R
Parcel 10	I-C-1	AD-4	Total Recoverable Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1966	D, R
Parcel 10	I-C-1	AST-537 (SAT-11)	Solvents	NA	NA	NA	NA	Unknown	???? to 1997	S
Parcel 10	I-C-1	MAE-01	Silica sand (sandblasting)	NA	NA	NA	NA	Unknown	1988 to 1999	S, R
Parcel 10	I-C-1	MAE-01	Aluminum oxide	1344281	NA	NA	NA	Unknown	1988 to 1999	S, R
Parcel 10	I-C-1	MAE-01	Paint debris	NA	NA	NA	NA	Unknown	1988 to 1999	S, R
Parcel 10	I-C-1	MWA-21	Waste oil	NA	NA	NA	NA	Unknown	1989 to 1999	D
Parcel 10	I-C-1	MWA-21	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	NA	1989 to 1999	NA
Parcel 10	I-C-1	MWA-5	Waste oil	NA	NA	NA	NA	Unknown	???? to 1999	D
Parcel 10	I-C-1	MWA-5	Detergents	NA	NA	NA	NA	Unknown	???? to 1999	D
Parcel 10	I-C-1	MWA-5	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	NA	???? to 1999	NA
Parcel 10	I-C-1	ST-25	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1989 to 1991	R
Parcel 10	I-C-1	ST-25	Mercury	7439976	NA	U151	1	Unknown	1989 to 1991	R
Parcel 10	I-C-1	ST-25	4,4'-DDE	72559	DDE	NA	1	Unknown	1989 to 1991	R
Parcel 10	I-C-1	ST-25	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis [4-chlorobenzene]	U061	1	Unknown	1989 to 1991	R
Parcel 10	I-C-1	ST-25	Xylenes	1330207	Dimethylbenzene	U239	1,000	Unknown	1989 to 1991	R
Parcel 10	I-C-1	ST-25	Grease	NA	NA	NA	NA	Unknown	1989 to 1991	S
Parcel 10	I-C-1	ST-25	JP-5	NA	NA	NA	NA	Unknown	1989 to 1991	S
Parcel 10	I-C-1	ST-25	Aircraft soap	NA	NA	NA	NA	Unknown	1989 to 1991	S
Parcel 10	I-C-1	ST-25	Speedy-Dry adsorbent	NA	NA	NA	NA	Unknown	1989 to 1991	S
Parcel 10	I-C-1	ST-26	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	Mercury	7439976	NA	U151	1	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	4,4'-DDE	72559	DDE	NA	1	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis [4-chlorobenzene]	U061	1	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	PCBs and Pesticides	NA	NA	NA	NA	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	Acetone	67461	2-propanone	U002	1	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	Methylene	NA	NA	NA	NA	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	Benzo(g,h,I)perylene	191242	NA	NA	1	Unknown	1991 to 1999	R

Exhibit B

Hazardous Substances Notification

Deed C

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substances[b]	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantity[c] (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 10	I-C-1	ST-26	Chrysene	218019	1,2-benzphenathrene	U050	1	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	Dibenzo(a,h)anthracene	53703	Dibenz(a,h)anthracene, 2:5,6-dibenzanthracene	U063	1	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	Fluoranthene	206440	Benzo(j,j)fluorene	U120	1	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	Phenanthrene	85018	NA	NA	1	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	Pyrene	129000	NA	NA	1	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	Cyanide	57125	NA	P030	1	Unknown	1991 to 1999	R
Parcel 10	I-C-1	ST-26	Fuels	NA	NA	NA	NA	Unknown	1991 to 1999	S
Parcel 10	I-C-1	ST-26	Oil	NA	NA	NA	NA	Unknown	1991 to 1999	S
Parcel 10	I-C-1	ST-26	Hydraulic oil	NA	NA	NA	NA	Unknown	1991 to 1999	S
Parcel 10	I-C-1	ST-26	Lubricant oil	NA	NA	NA	NA	Unknown	1991 to 1999	S
Parcel 10	I-C-1	ST-26	Solvents	NA	NA	NA	NA	Unknown	1991 to 1999	S
Parcel 10	I-C-1	ST-27	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	Mercury	7439976	NA	U151	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	4,4'-DDE	72559	DDE	NA	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis [4-chlorobenzene]	U061	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	Anthracene	120127	NA	NA	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	Benzo(g,h,I)perylene	191242	NA	NA	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	Chrysene	218019	1,2-benzphenathrene	U050	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	Dibenzo(a,h)anthracene	53703	Dibenz(a,h)anthracene, 2:5,6-dibenzanthracene	U063	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	Fluoranthene	206440	Benzo(j,j)fluorene	U120	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	Indeno(1,2,3-cd)pyrene	193395	0-(1,2-phenylene)pyr	U137	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	Phenanthrene	85018	NA	NA	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	Pyrene	129000	NA	NA	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-27	Aircraft soap	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 10	I-C-1	ST-28A	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-28A	Mercury	7439976	NA	U151	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-28A	4,4'-DDE	72559	DDE	NA	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-28A	Chlorobenzene	108907	NA	U037	100	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-28A	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-28A	Cyanide	57125	NA	P030	1	Unknown	1989 to 1995	R
Parcel 10	I-C-1	ST-28A	Fuel oil	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 10	I-C-1	ST-28A	Hydraulic fluids	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 10	I-C-1	ST-28A	Combustible liquids	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 10	I-C-1	ST-76	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1992 to 1995	R
Parcel 10	I-C-1	ST-76	Mercury	7439976	NA	U151	1	Unknown	1992 to 1995	R
Parcel 10	I-C-1	ST-76	Cyanide	57125	NA	P030	1	Unknown	1992 to 1995	R
Parcel 10	I-C-1	ST-89	*Helicopter repair area. No hazardous waste reported stored/disposed of. Unit integrity good.*	NA	NA	NA	NA	NA	1987 to 1998	NA
Parcel 10	I-C-1	TOW-19	Waste oil	NA	NA	NA	NA	Unknown	1989 to 1999	S
Parcel 10	I-C-1	TOW-19	Fuels	NA	NA	NA	NA	Unknown	1989 to 1999	S
Parcel 10	I-C-1	TOW-19	Grease	NA	NA	NA	NA	Unknown	1989 to 1999	S
Parcel 10	I-C-1	TOW-19	Detergent	NA	NA	NA	NA	Unknown	1989 to 1999	S
Parcel 10	I-C-1	TOW-19	*PR/VSI indicated no visible or reported releases identified.*	NA	NA	NA	NA	NA	1989 to 1999	NA
Parcel 10	I-C-1	TOW-6	Waste oil	NA	NA	NA	NA	Unknown	1984 to 1999	S
Parcel 10	I-C-1	TOW-6	Fuels	NA	NA	NA	NA	Unknown	1984 to 1999	S

Exhibit B

Hazardous Substances Notification

Deed C

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substances[b]	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantity[c] (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 10	I-C-1	TOW-6	Detergents	NA	NA	NA	NA	Unknown	1984 to 1999	S
Parcel 10	I-C-1	TOW-6	*PR/VSI indicated no visible or reported releases identified.*	NA	NA	NA	NA	NA	1984 to 1999	NA
Parcel 11	I-C-1	SAT-14	*Possible AST identified in PR report, but no info documenting a tank was found*	NA	NA	NA	NA	NA	NA	NA

Notes:

[a]Parcel number corresponds to the MCAS Tustin Reuse Plan Disposal Site number

[b]This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4

[c]NA - The reported substance is not listed on the 40 CFR 302.4 table and therefore has no corresponding reportable quantity

Reference: FOST dated 28 September 2001

Acronyms/Abbreviations:

AD - air photo, possible disposal
AOC - area of concern
AST - aboveground storage tank
CAS - Chemical Abstracts Services
CFR - code of federal register
DDE - Dichlorodiphenyldichloroethene
DDT - Dichlorodiphenyltrichloroethane
JP-5 - Jet fuel
MAE - miscellaneous, air emission
MCAS - Marine Corps Air Station
MWA - miscellaneous, wash area
NA - Not available
PCB - Polychlorinated biphenyls
PR/VSI - preliminary review/visual site inspection
RCRA - Resource Conservation and Recovery Act
SAT - storage, aboveground tank
ST - storage, temporary
TOW - treatment, oil/water separator

Exhibit B

Hazardous Substances Notification

Deed C

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 40	1-C-1, 1-C-2, 1-C-6	MWA-6	Waste oil	NA	NA	NA	NA	Unknown	1950s to 1996	D
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Mercury	7439976	NA	U151	1	Unknown	1989 to 1994	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Methylene chloride	75092	Dichloromethane	U080	1	Unknown	1989 to 1994	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Acenaphthylene	208968	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Anthracene	120127	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	1989 to 1994	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1989 to 1994	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Benzo(g,h,I)perylene	191242	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Dibenzo(a,h)anthracene	53703	Dibenz(a,h)anthracene, 2:5,6-dibenzanthracene	U063	1	Unknown	1989 to 1994	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Indeno(1,2,3-c,d)pyrene	193395	1,10-(1,2-phenylene)pyrene	U137	1	Unknown	1989 to 1994	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	JP-5	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Hydraulic fluids	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Freon	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Polyurethane	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-29	Speedy-Dry adsorbent	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1990 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	Mercury	7439976	NA	U151	1	Unknown	1990 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	4,4'-DDD	72548	DDD, DDE, 1,1'(2,2-dichloroethylidene)bis[2-chlorobenzene]	U060	1	Unknown	1990 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	4,4'-DDE	72559	DDE	NA	1	Unknown	1990 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	1990 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	Xylenes	1330207	Dimethylbenzene	U239	1,000	Unknown	1990 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1990 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1990 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	Bis(2-ethylhexyl)phthalate	117817	Diethylhexyl phthalate, [bis(2-ethylhexyl)] ester, 1,2-benzenedicarboxylic acid,	U028	1	Unknown	1990 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	Transmission oil	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	Grease	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	Isopropyl alcohol	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	Lubricant oil	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	Propellant propane	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-30	Corrosion-preventative oil	NA	NA	NA	NA	Unknown	1990 to 1995	S

Exhibit B

Hazardous Substances Notification

Deed C

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-32A, B, C	aircraft cleaning compound	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-32A, B, C	engine gas	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-32A, B, C	path cleaner	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-32A, B, C	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	Unknown	???? To 1995	NA
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Mercury	7439976	NA	U151	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	4,4'-DDE	72559	DDE	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Acenaphthylene	208968	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Anthracene	120127	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Benzo(g,h,I)perylene	191242	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Chrysene	218019	1,2-benzphenathrene	U050	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Dibenzo(a,h)anthracene	53703	Dibenz(a,h)anthracene, 2:5,6-dibenzanthracene	U063	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Fluoranthene	206440	Benzo(j,j)fluorene	U120	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Indeno(1,2,3-cd)pyrene	193395	1,10-(1,2-phenylene)pyrene	U137	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Phenanthrene	85018	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Pyrene	129000	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	JP-5	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Hydraulic fluids	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	ST-33	Speedy-Dry adsorbent	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	TOW-7	Waste oil	NA	NA	NA	NA	Unknown	1989 to 1997	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	TOW-7	Detergent	NA	NA	NA	NA	Unknown	1989 to 1997	S
Parcel 40	1-C-1, 1-C-2, 1-C-6	TOW-7	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	Unknown	1989 to 1997	S

Notes:

[a]Parcel number corresponds to the MCAS Tustin Reuse Plan Disposal Site number

[b]This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4

[c]NA - The reported substance is not listed on the 40 CFR 302.4 table and therefore has no corresponding reportable quantity

Exhibit B

Hazardous Substances Notification

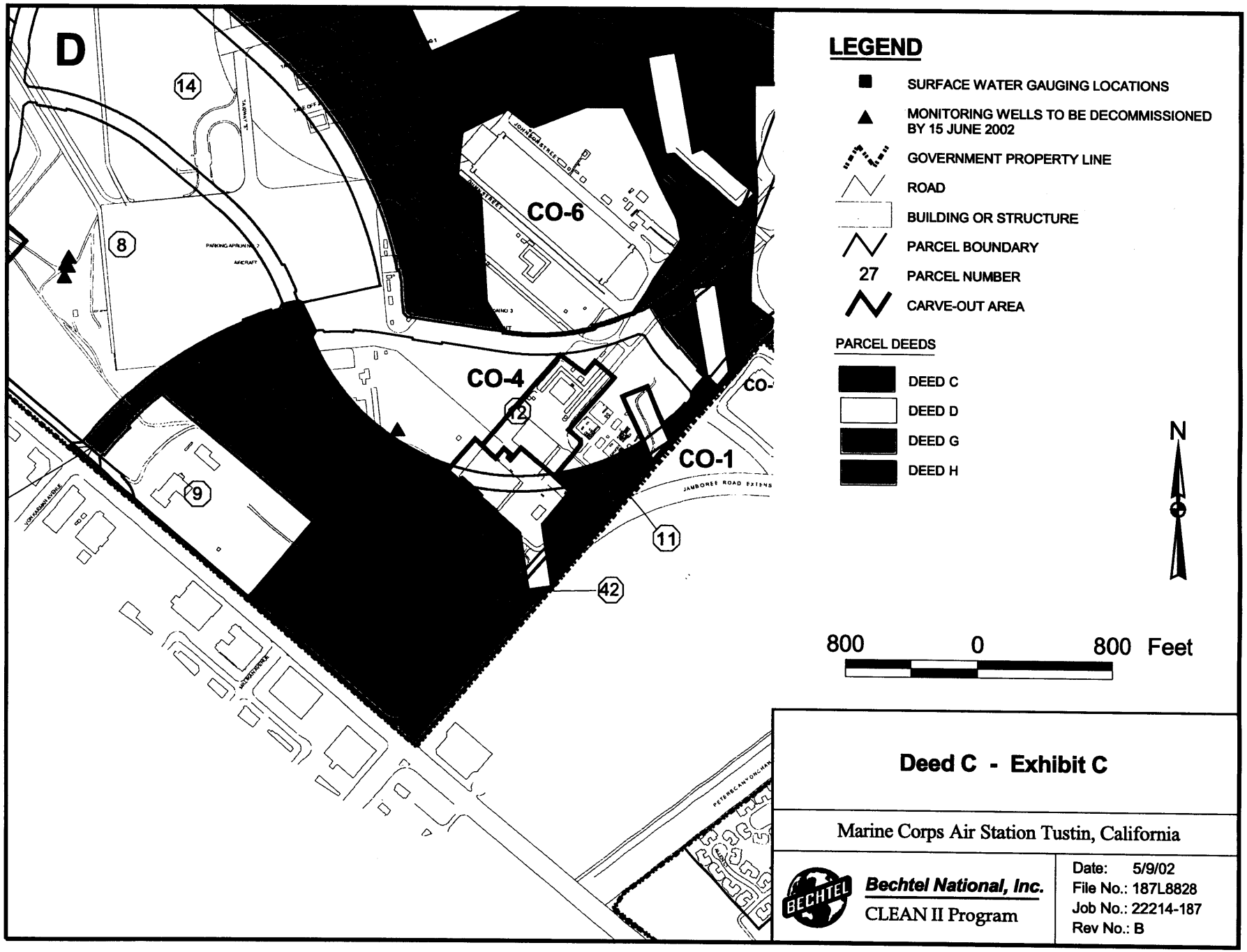
Deed C

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of

Reference: FOST dated 28 September 2001

Acronyms/Abbreviations:

AD - air photo, possible disposal
AOC - area of concern
AMS - aerial photograph, miscellaneous, stain, possible spill
AST - aboveground storage tank
CAS - Chemical Abstracts Services
CFR - code of federal register
DSD - disposal, storm drain
DDD - Dichlorodiphenyldichlorethane
DDE - Dichlorodiphenyldichloroethene
DDT - Dichlorodiphenyltrichloroethane
EBS - Environmental Baseline Survey
JP-5 - Jet fuel
MAE - miscellaneous, air emission
MAW - miscellaneous, abandoned well
MCAS - Marine Corps Air Station
MEK - Methyl ethyl ketone
MFL - miscellaneous, fuel line
MGR - miscellaneous, grease rack
MMS - miscellaneous, major spill
MTBE - methyl tertiary butyl ether
MWA - miscellaneous, wash area
NA - Not available
PCB - Polychlorinated biphenyls
PR/VSI - preliminary review/visual site inspection
RCRA - Resource Conservation and Recovery Act
SAT - storage, aboveground tank
ST - storage, temporary
TOW - treatment, oil/water separator
UST - underground storage tank



Deed C - Exhibit C

Marine Corps Air Station Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 5/9/02
File No.: 187L8828
Job No.: 22214-187
Rev No.: B

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

EXECUTION VERSION 5/10/02

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED D AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471

This **DEED** is made this day of 2002, by the **UNITED STATES OF AMERICA,** acting by and through the Department of the Navy, (the "GRANTOR") in favor of the **CITY OF TUSTIN, CALIFORNIA** the recognized local redevelopment authority for Marine Corps Air Station Tustin (the "GRANTEE"),

RECITALS:

WHEREAS

A. The GRANTEE has requested conveyance from the GRANTOR of a portion of the former Marine Corps Air Station Tustin, ("MCAS Tustin") which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L. No. 101-510; "Base Closure Act") and which is no longer required for military purposes; and

B. The GRANTOR is authorized to convey property at MCAS Tustin to the GRANTEE pursuant to the Base Closure Act; and

C. The GRANTOR has completed remedial actions on the property at MCAS Tustin to be conveyed to GRANTEE that are necessary to provide the covenant required by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I); and

D. The GRANTOR has found and determined that the property at MCAS Tustin to be conveyed to GRANTEE is suitable for transfer pursuant to Finding of Suitability for Transfer ("FOST") dated September 28, 2001; and.

E. The GRANTOR and the GRANTEE have entered into the Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin (the "Agreement"), which sets forth the terms and conditions of the conveyance of portions of MCAS Tustin from the GRANTOR to the GRANTEE; and

F. Pursuant to California Civil Code §1471, GRANTOR has determined that it is reasonably necessary to impose certain restrictions on the use of the Property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the Property described hereinafter with particularity.

NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property, comprising approximately 273.2 acres, more or less (hereinafter "Property"), as more particularly described as Parcel I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, and I-D-13 in Exhibit "A."

1. TOGETHER WITH:

1.1. All buildings, facilities, roadways, rail lines, and other infrastructure, including the entire MCAS Tustin storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Property,

1.2 All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto,

1.3 All rights to minerals, gas, oil, and water.

2. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity:

2.1 The GRANTEE agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record.

2.2 A FOST has been completed and an Environmental Baseline Survey ("EBS") report is referenced in the FOST. The FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. GRANTEE acknowledges that it has

received copies of the EBS and the FOST and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

2.3 Except as otherwise provided herein, or as otherwise provided by law, 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" and "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. Except for the environmental remediation which may be required to be undertaken by GRANTOR pursuant to paragraph 2.6 below, 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.

2.4 **Asbestos Containing Material**

2.4.1. GRANTEE is hereby informed and does hereby acknowledge that hazardous materials in the form of asbestos or asbestos-containing materials ("ACM") have been found and are otherwise presumed to exist in Building 176 on the Property. The EBS and FOST disclose the presence of known asbestos or ACM hazards in such buildings and structures on the Property.

2.4.2. GRANTEE covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit occupancy and use of buildings and structures, or portions thereof, containing known asbestos or ACM hazards prior to abatement of such hazards. In connection with its use and occupancy of the Property, including, but not limited to, demolition of buildings and structures containing asbestos or ACM, it will comply with all applicable federal, state and local laws relating to asbestos and ACM.

2.4.3 ACM surveys have not been conducted for Buildings/Structures 255, 525, 527, 531, 532, and 536, on Parcel I-D-1 and Buildings/Structures 537, 544, 545, and 568 on Parcel I-D-4. GRANTEE shall prohibit occupancy and use of those buildings and structures and portions thereof until ACM surveys have been conducted by GRANTEE or its successors and assigns, and any necessary abatement required under applicable federal, state and local laws relating to asbestos and ACM has been completed by GRANTEE or its successors and assigns.

2.4.4. The GRANTOR shall provide a notice of release, in recordable form, to the GRANTEE at such time as demolition of the buildings on the Property containing ACM has been completed and the appropriate government regulatory agency(s) have confirmed in writing to the GRANTEE that ACM has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This notice of release shall be deemed to remove all notices and restrictions relating to ACM from the Property. The GRANTOR shall have no obligation under this

subparagraph for the demolition of buildings or the removal of ACM or soil remediation related to such demolition or removal action.

2.5 **Lead Based Paint (LBP).**

2.5.1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. Buildings 176 and 237 are restricted from residential use and children are not allowed to occupy the buildings. When these Buildings are demolished, the GRANTEE or its successors and assigns, will be required to demolish the buildings in accordance with applicable laws and conduct post-demolition sampling and abatement of any soil-lead hazards related to the demolition prior to occupation of any newly constructed buildings. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Pursuant to 40 CFR Section 745.113 the following notice is provided; "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

2.5.2. The GRANTEE hereby acknowledges the required disclosure of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978 in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X). The GRANTEE acknowledges the receipt of available records and reports pertaining to LBP and/or LBP hazards and receipt of the Environmental Protection Agency (EPA) approved pamphlet "Protect Your Family from Lead in Your Home" (EPA 747-K-94-001). Furthermore, the GRANTEE acknowledges that it has read and understood the EPA pamphlet.

2.5.3. 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 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.

2.5.4. 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, arising after the conveyance of the Property from the GRANTOR to the GRANTEE, whether the GRANTEE has properly warned, or failed to properly warn, the persons injured.

2.5.5. The GRANTOR shall provide a notice of release, in recordable form, to the GRANTEE at such time as demolition of the buildings on the Property containing LBP has been completed and the appropriate government regulatory agency(s) have confirmed in writing to the GRANTEE that LBP has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This Notice of Release shall be deemed to remove all notices and restrictions relating to LBP from the Property. The GRANTOR shall have no obligation under this subparagraph for the demolition of buildings or the removal of LBP or soil remediation related to such demolition or removal action.

2.6. **Notices And Covenants:**

2.6.1. **Notices: Hazardous Substance Notification.** Pursuant to 42 U.S.C. § 9620(h)(3)(A), and the provisions of 40 C.F.R. part 373, the Grantor hereby gives notice that hazardous substances were stored for one year or more, released or disposed of on the Property. The information contained in this notice is required by regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund"), 42 U.S.C. § 9620(h). The Grantor has made a complete search of its files and records concerning the Property. Based on that search, the type and quantity of such hazardous substances, the time at which such storage, release or disposal took place, to the extent such information is available, and a description of the remedial action taken, if any, is contained in Exhibit "B."

2.6.2. **Grant of Covenant [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I)].** The GRANTOR covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of transfer.

2.6.3. **Additional Remediation Obligation [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(II)].** The GRANTOR covenants and warrants that GRANTOR shall conduct any additional remedial action found to be necessary after the date of transfer for any hazardous substance existing on the Property prior to the date of this Deed. This covenant shall not apply

to the extent that the GRANTEE caused or contributed to any release or threatened release of any hazardous substance, pollutant, or contaminant.

2.6.4. **Access [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(iii)].** In connection with GRANTOR's covenant in 2.6.3 above and in connection with ongoing remediation on GRANTOR's property adjacent to the Property, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that GRANTOR, or its officers, agents, employees, contractors and subcontractors, shall have the right, upon reasonable notice to GRANTEE, to enter upon the Property in any case in which a response or corrective action is found to be necessary at such property after the date of this deed, or such access is necessary to carry out a response action or corrective action on adjoining property. Neither GRANTEE, nor its successors and assigns, shall have any claim on account of such entries against the United States or any of its officers, agents, employees, contractors or subcontractors. The right to enter shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary, including, but not limited to monitoring wells, pumping wells, treatment facilities, and the installation of associated utilities. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, the GRANTOR (1) shall give the GRANTEE reasonable notice of any action to be taken related to such remedial or corrective actions on the Property, and (2) make reasonable efforts to minimize interference with the on-going use of the Property. Furthermore, the GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between the necessary environmental investigation and remediation activities and the GRANTEE's use of the Property. Any inspection, survey, investigation or other response, corrective or remedial action undertaken by GRANTOR will, to the maximum extent practical, be coordinated with representatives designated by the GRANTEE.

In connection with GRANTOR's remedial actions described above, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any such action.

2.7. **Environmental Restriction.**

2.7.1. The following environmental covenants, conditions, and restrictions (hereinafter "environmental restrictions") regarding the use of the Property have been determined by the GRANTOR to be reasonably necessary to protect present or future human health or safety or the environment as provided by CERCLA and California Civil Code Section 1471. The environmental restrictions made and accepted herein by GRANTEE shall be for the benefit of and enforceable by the GRANTOR herein as provided under Civil Code Section 1471 and applicable Federal statutes and regulations, shall run with the land, and shall be binding on the GRANTEE, its successors and assigns. GRANTOR has installed monitoring and pumping

wells, together with associated monitoring and other equipment on the Property. The approximate location of those wells and associated equipment is shown on Exhibit "C." GRANTEE, its successors and assigns, shall not alter, disturb or remove said wells or equipment without the prior written approval of GRANTOR, United States Environmental Protection Agency, California Department of Toxic Substance Control, and Regional Water Quality Board, Santa Ana Region (collectively "Cognizant Regulatory Agencies").

2.7.2. These environmental restrictions may be released at such time as the GRANTOR and the Cognizant Regulatory Agencies have determined that the restricted Property is protective of present or future human health or safety of the environment for the use that was formerly prohibited. Upon receipt of such written confirmation, the GRANTOR shall deliver to the GRANTEE in recordable form, a release (the "Release") relating specifically to the environmental use restrictions set forth in this deed. The execution of the Release by the GRANTOR shall remove all notices and restrictions relating to the remedy addressed by the restrictions from the title to the Property.

2.8. **Indemnification Regarding Transferees.** The GRANTOR hereby recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. 102-484), as amended, regarding indemnification of transferees of closing Department of Defense property.

2.9. **Non-Discrimination**. GRANTEE covenants for itself, its successors and assigns, that it will comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property. The foregoing shall not be construed to prohibit the operation of federal or state approved programs focusing on the special needs of the homeless, veterans, victims of domestic violence and other classes of persons at risk; nor shall it be construed to prohibit employment practices not otherwise prohibited by law. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

3. NO HAZARD TO AIR NAVIGATION: GRANTEE covenants for itself, its successors and assigns, that in connection with any construction or alteration on the Property, it will obtain a determination of no hazard to air navigation from the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

4. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth herein are a binding servitude on the Property, shall inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns, and will be deemed

to run with the land in perpetuity, pursuant to California Civil Code sections 1462 and 1471 and other applicable authority.

5. EASEMENTS:

5.1 GRANTOR, for itself and for its successors and assigns, hereby reserves an assignable non-exclusive Easement for ingress and egress on, over, or across (1) Windmill Road as it is located on Parcel I-D-4, and (2) Parcel I-D-2, and an eighty-eight (88) foot wide length of Parcel I-D-13 at its intersection of Parcel I-D-2 ("Roadways") as of the date of this conveyance for use by GRANTOR's employees, contractors, delivery services, vendors, maintenance personnel and ancillary service providers for purposes of access to the following properties which remain in the ownership of the GRANTOR as of the effective date of this Deed ("Remaining Lands"): Parcel III-D-5, Parcel III-D-6, Parcel III-D-7, Parcel III-D-8, Parcel II-D-10, Parcel III-D-9, and Parcel III-D-1.

5.2 To the extent one or more of the Roadway(s) described above are abandoned or otherwise cease to provide access to the Remaining Lands after the date of this conveyance, and said access continues to be required, said Easement shall be on, across, and over such other improved or unimproved roads provided by the GRANTEE, or its successor and assigns, that provide equivalent access to the Remaining Lands. In the event GRANTOR determines that access to the Remaining Lands is no longer required by GRANTOR, or is available on, across, and over other public road(s) open to public use for which access is not restricted or controlled for all members of the public, said Easement shall automatically terminate.

6. NOTICES: Notices shall be deemed sufficient under this Agreement if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure set forth herein by the intended recipient of such notice):

If to the City:

City of Tustin
300 Centennial Way
Tustin, California 92780
Attn: City Manager

Christine Shingleton
Assistant City Manager
City of Tustin
300 Centennial Way
Tustin, California 92780

With a copy to:	George R. Schlossberg, Esq. Kutak Rock LLP 1101 Connecticut Avenue, N.W. Suite 1000 Washington, DC 20036
If to Government:	Commanding Officer Southwest Division Engineering Field Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5189
With a copy to:	Navy BRAC Operations Office Attention BCM Tustin Southwest Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5190

7. LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this Quitclaim Deed:

7.1 Exhibit "A" - Legal Descriptions and Plats of the Property.
7.2 Exhibit "B" - CERCLA Notice pertaining to Property.
7.3 Exhibit "C" - Location of Monitoring and Pumping Wells.

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Quitclaim Deed and receipt of the documents described herein, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

Parcel I-D-1

(Reuse Plan Disposition Site 4, 5, 6 and portion of 7)

In the City of Tustin, County of Orange, State of California, being those portions of Lots 93 and 94 in Block 10 and Lots 99, 100, 103 and 104 in Block 9 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on the map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, both of the records of said County, described as follows:

For the purpose of this description the following Control lines are hereby established:

Control line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of South 40°37'39" West between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 106.23 to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 05°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to a point hereinafter to be referred to as Point "A".

Control line "B"

Beginning at the hereinabove described point "A"; thence South 15°38'31" West 74.22 feet to the beginning of a curve concave northwesterly having a radius of

Legal Description

Exhibit "A"

Parcel I-D-1

(Reuse Plan Disposition Site 4, 5, 6 and portion of 7)

1400.04 feet; thence southerly, southwesterly and westerly along said curve 1269.54 feet through a central angle of 51°57'19"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence westerly and southwesterly along said curve 694.50 feet through a central angle of 28°25'19"; "; thence South 39°10'31" West 893.39 to a point hereinafter to be referred to as Point "**N**"; thence continuing South 39°10'31" West 269.80 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of 32°59'59"; thence South 6°10'32" West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 449.93 feet through a central angle of 18°24'48" to a point hereafter referred to as Point **"C"**; thence continuing southwesterly and southerly along said curve 393.00 feet through a central angle of 16°05'00"; thence continuing South 40°40'20" West 437.45 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

Parcel I-D-1

Beginning at the hereinabove described Point "**N**"; thence North 48°30'07" West 92.15 feet to the **True Point of Beginning**; thence continuing North 48°30'07" West 50.00 feet; thence North 41°27'08" East 12.00 feet; thence North 48°32'52" West 180.00 feet; thence South 41°27'08" West 12.00 feet; thence North 48°32'52" West 541.86 feet to the beginning of a curve concave northeasterly having a radius of 2285.06 feet; thence northwesterly along said curve 223.81 feet through a central angle of 05°36'43"; thence North 42°56'09" West 393.18 feet to the beginning of a curve concave southwesterly having a radius of 2415.06 feet; thence northwesterly along said curve 76.50 feet through a central angle of 01°48'54" to the beginning of a reverse curve concave northeasterly having

Legal Description

Exhibit "A"

Parcel I-D-1

(Reuse Plan Disposition Site 4, 5, 6 and portion of 7)

a radius of 59.00 feet, a radial line to said beginning of reverse curve bears South 45°14'57" West; thence northwesterly 6.58 feet along said curve through a central angle of 06°23'18"; thence North 38°21'45" West 88.05 feet to the beginning of a curve concave southwesterly having a radius of 59.00 feet; thence northwesterly along said curve 10.49 feet through a central angle of 10°11'07"; thence North 48°32'52" West 94.67 feet; thence South 40°39'59" West 76.78 feet to the northeasterly line of Exception Parcel "C" as described in the Decree on Declaration of Taking recorded in Book 1180, Page 12 and as shown on Sheet 2 of 9 of said Record of Survey, both of Official Records of said County; thence along the northeasterly, southeasterly and southwesterly lines thereof the following three (3) courses:

(1) South 49°20'01" East 12.25 feet;

(2) South 40°37'53" West 80.00 feet;

(3) North 49°20'02" West 13.40 feet;

thence South 86°02'31" West 17.70 feet to a line that is parallel with and 84.00 feet southeasterly of said centerline of Red Hill Avenue; thence along said parallel line South 40°37'53" West 750.00 feet; thence leaving said parallel line North 49°22'07" West 7.00 feet to a line that is parallel with and 77.00 feet southeasterly of said centerline of Red Hill Avenue; thence along said parallel line South 40°37'53" West 570.24 feet; thence leaving said parallel line South 49°22'07" East 7.00 feet to a line that is parallel with and 84.00 feet southeasterly of said centerline of Red Hill Avenue; thence along said parallel line South 40°37'53" West 700.00 feet; thence leaving said parallel line North 49°22'07" West 7.00 feet to a line that is parallel with and 77.00 feet southeasterly of said centerline of Red Hill Avenue; thence along said parallel line South 40°37'53" West 447.25 feet to a line that is 110.00 feet northeasterly of said centerline of Barranca Parkway; thence along said parallel line South 49°19'41" East 2476.72 feet to a line that is parallel with and 64.00 feet northwesterly of said Control Line "B"; thence along said

Legal Description

Exhibit "A"

Parcel I-D-1

(Reuse Plan Disposition Site 4, 5, 6 and portion of 7)

parallel line North 40°40'20" East 128.98 feet to the beginning of a curve concave southeasterly having a radius of 159.50 feet; thence leaving said parallel line, northeasterly 31.48 feet along said curve through a central angle of 11°18'32"; thence North 51°58'52" East 31.19 feet to the beginning of a curve concave northwesterly having a radius of 143.50 feet; thence northeasterly 28.32 feet along said curve through a central angle of 11°18'32" to a line that is parallel with and 52.00 feet northwesterly of said Control Line "B"; thence along said parallel line North 40°40'20" East 163.93 feet to the beginning of a curve concave northwesterly having a radius of 1094.45 feet; thence leaving said parallel line, northeasterly 235.77 feet along said curve through a central angle of 12°20'35" to the beginning of a compound curve concave northwesterly having a radius of 1354.04 feet, a radial line to said beginning of compound curve bears South 61°40'15" East; thence northeasterly 78.31 feet along said curve through a central angle of 03°18'49"; thence North 25°00'56" East 6.40 feet to the beginning of a curve concave northwesterly having a radius of 1032.03 feet; thence northeasterly along said curve 221.10 feet through a central angle of 12°16'30"; thence North 12°44'26" East 61.98 feet to the beginning of a curve concave westerly having a radius of 1348.04 feet; thence northerly along said curve 102.76 feet through a central angle of 04°22'03" to the beginning of a compound curve concave westerly having a radius of 42.00 feet, a radial line to said beginning of compound curve bears South 81°37'37" East; thence northerly 11.92 feet along said curve through a central angle of 16°15'43"; thence North 07°53'20" West 32.99 feet to the beginning of a curve concave easterly having a radius of 58.00 feet; thence northerly along said curve 14.24 feet through a central angle of 14°03'52" to a line that is parallel with and 64.00 feet westerly of said Control Line "B"; thence along said parallel line North 06°10'32" East 60.00 feet to the beginning of a curve concave easterly having a radius of 58.00 feet; thence leaving said parallel line, northerly 14.33 feet along said curve through a central angle of 14°09'13"; thence North 20°19'45" East 36.66 feet to the

Legal Description

Exhibit "A"

Parcel I-D-1

(Reuse Plan Disposition Site 4, 5, 6 and portion of 7)

beginning of a curve concave westerly having a radius of 42.00 feet; thence northerly along said curve 10.38 feet through a central angle of 14°09'13" to a line that is parallel with and 52.00 feet westerly of said Control Line "B"; thence along said parallel line North 06°10'32" East 352.01 feet to the beginning of a curve concave easterly having a radius of 1452.04 feet; thence northerly along said curve 706.94 feet through a central angle of 27°53'42" to the beginning of a reverse curve concave northwesterly having a radius of 42.00 feet, a radial line to said beginning of reverse curve bears South 55°55'46" East; thence leaving said parallel line, northeasterly 8.94 feet along said curve through a central angle of 12°11'38"; thence North 21°52'35" East 40.01 feet to the beginning of a curve concave southeasterly having a radius of 58.00 feet; thence northerly and northeasterly along said curve 14.83 feet through a central angle of 14°38'54" to the beginning of a compound curve concave southeasterly having a radius of 1464.04 feet, a radial line to said beginning of compound curve bears North 53°28'31" West; thence northeasterly 62.75 feet along said curve through a central angle of 02°27'21" to the beginning of a compound curve concave southeasterly having a radius of 58.00 feet, a radial line to said beginning of compound curve bears North 51°01'10" West; thence northeasterly 14.50 feet along said curve through a central angle of 14°19'42"; thence North 53°18'32" East 36.71 feet to the beginning of a curve concave northwesterly having a radius of 42.00 feet; thence northeasterly along said curve 10.36 feet through a central angle of 14°08'01" to a line that is parallel with and 52.00 feet northwesterly of said Control Line "B"; thence along said parallel line North 39°10'31" East 50.00 feet; thence leaving said parallel line North 04°41'13" West 37.42 feet; thence North 33°25'59" East 141.39 feet to the **True Point of Beginning**.

Legal Description

Exhibit "A"

Parcel I-D-1

(Reuse Plan Disposition Site 4, 5, 6 and portion of 7)

Excepting therefrom that portion described as follows:

Beginning at the hereinabove described **Point "DD",** as described in the above Control Line "B"; thence North 65° 11' 58' West 45.97 to the **True Point of Beginning,** thence North 49°18'47" West 44.54 feet; thence South 40°43'59" West 330.25 feet; thence North 49°27'20" West 54.61 feet; thence South 40°43'34" West 49.81 feet; thence South 49°27'20" East 54.61 feet; thence South 40°54'52" West 19.85 feet; thence South 49°32'16" East 22.34 feet; thence South 40°50'38" West 51.22 feet; thence South 49°16'46" East 69.85 feet to a line that is parallel with and 52.00 feet northwesterly of the above described Control Line "B"; thence along said parallel line North 40°40'20" East 131.28 feet to the beginning of a curve concave northwesterly having a radius of 1094.45 feet; thence leaving said parallel line northeasterly 235.77 feet along said curve through a central angle of 12°20'35" to the beginning of a compound curve concave northwesterly having a radius of 1354.04 feet, a radial line to said beginning of compound curve bears South 61°40'15" East; thence northeasterly 78.31 feet along said curve through a central angle of 03°18'49"; thence North 25°00'56" East 6.40 feet to the beginning of a curve concave northwesterly having a radius of 1032.03 feet; thence northeasterly along said curve 3.87 feet through a central angle of 00°12'53" to the **True Point of Beginning**.

Containing 5,413,304 square feet or 124.27 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

PSOMAS

Legal Description

Exhibit "A"

Parcel I-D-1

(Reuse Plan Disposition Site 4, 5, 6 and portion of 7)

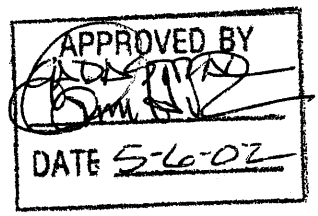
Prepared under my supervision



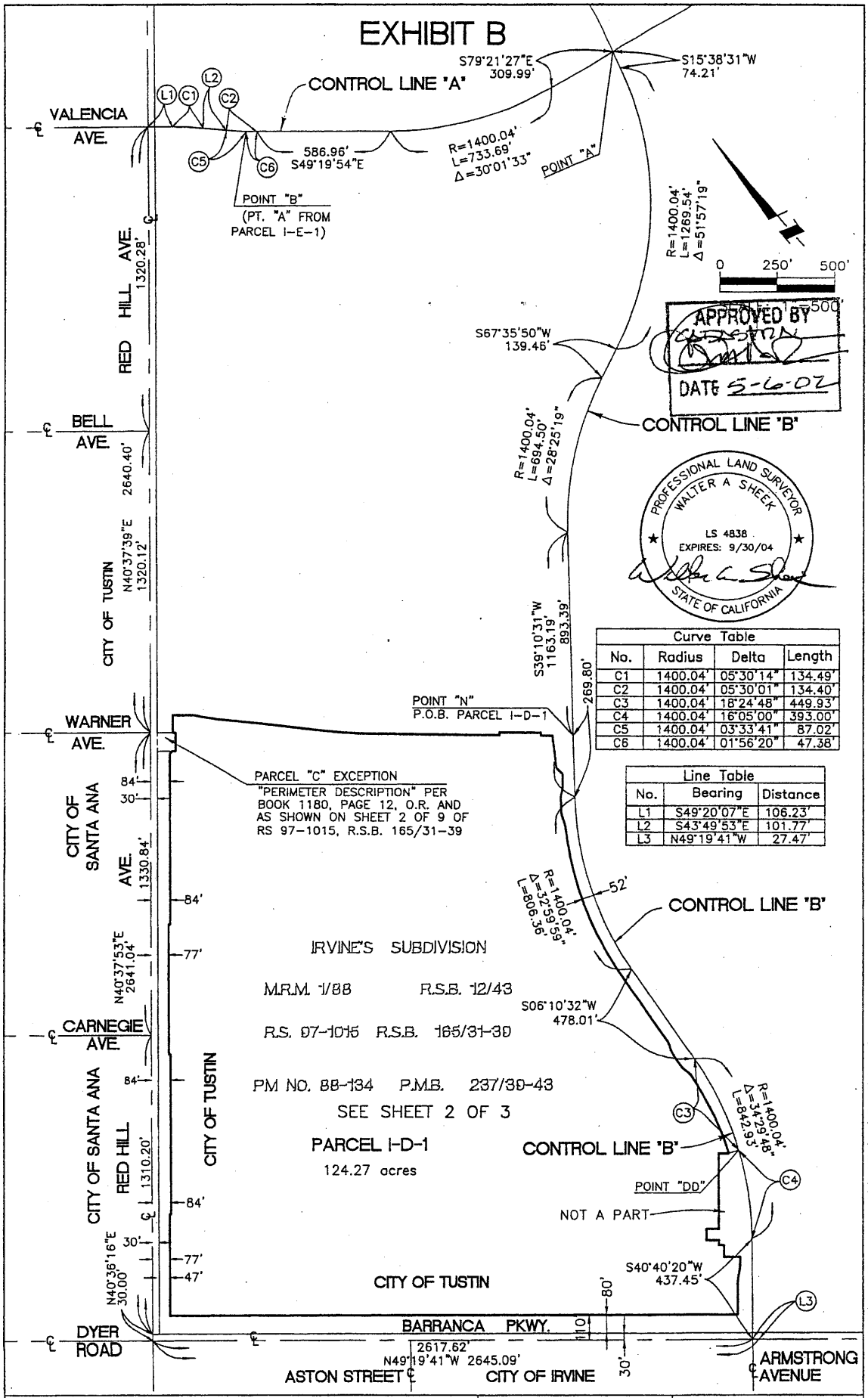
Walter C. Sheek May 3, 2002

Walter A. Sheek PLS 4838 Date

Expires 09/30/04



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DESCRIPTION: PARCEL I-D-1 (Reuse Plan Disposition Site 4, 5, 6 and portion of 7)

SHEET 1 OF 3

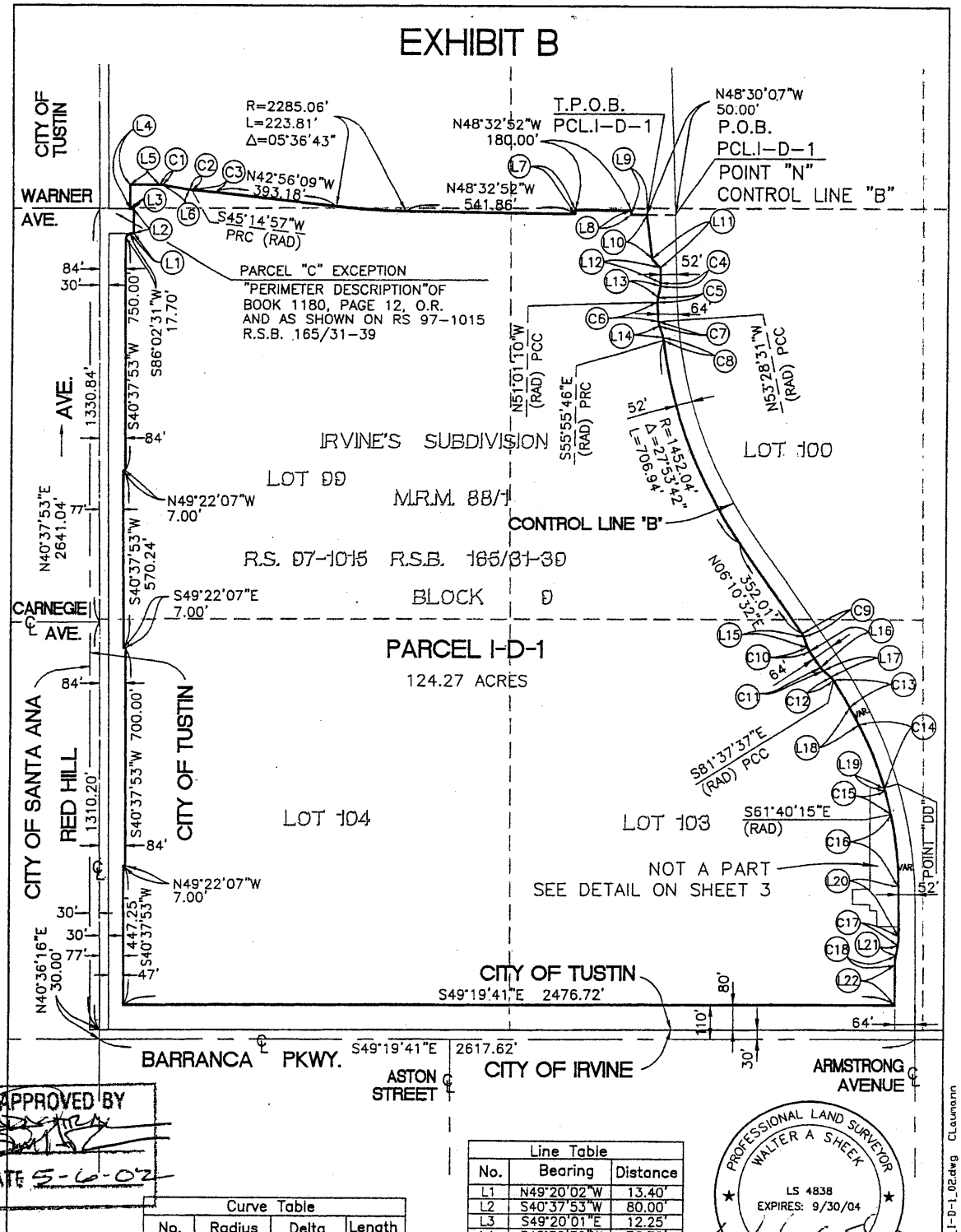
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

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DRAFTED	SAB
CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010400

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EXHIBIT B



APPROVED BY

DATE 5-6-02

Curve Table			
No.	Radius	Delta	Length
C1	59.00'	10°11'07"	10.49'
C2	59.00'	6°23'18"	6.58'
C3	2415.06'	01°48'54"	76.50'
C4	42.00'	14°08'01"	10.36'
C5	58.00'	14°19'42"	14.50'
C6	1464.04'	02°27'21"	62.75'
C7	58.00'	14°38'54"	14.83'
C8	42.00'	12°11'38"	8.94'
C9	42.00'	14°09'13"	10.38'
C10	58.00'	14°09'13"	14.33'
C11	58.00'	14°03'52"	14.24'
C12	42.00'	16°15'43"	11.92'
C13	1348.04'	04°22'03"	102.76'
C14	1032.03'	12°16'30"	221.10'
C15	1354.04'	03°18'49"	78.31'
C16	1094.45'	12°20'35"	235.77'
C17	143.50'	11°18'32"	28.32'
C18	159.50'	11°18'32"	31.48'

Line Table		
No.	Bearing	Distance
L1	N49°20'02"W	13.40'
L2	S40°37'53"W	80.00'
L3	S49°20'01"E	12.25'
L4	S40°39'59"W	76.78'
L5	N48°32'52"W	94.67'
L6	N38°21'45"W	88.05'
L7	S41°27'08"W	12.00'
L8	N41°27'08"E	12.00'
L9	N48°30'07"W	50.00'
L10	N33°25'59"E	141.39'
L11	N04°41'13"W	37.42'
L12	N39°10'31"E	50.00'
L13	N53°18'32"E	36.71'
L14	N21°52'35"E	40.01'
L15	N20°19'45"E	36.66'
L16	N06°10'32"E	60.00'
L17	N07°53'20"W	32.99'
L18	N12°44'26"E	61.98'
L19	N25°00'56"E	6.40'
L20	N40°40'20"E	163.93'
L21	N51°58'52"E	31.19'
L22	N40°40'20"E	128.98'

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

0 200' 400'
SCALE: 1"=400'

DESCRIPTION: PARCEL I-D-1 (Reuse Plan Disposition Site 4, 5, 6 and portion of 7)

SHEET 2 OF 3

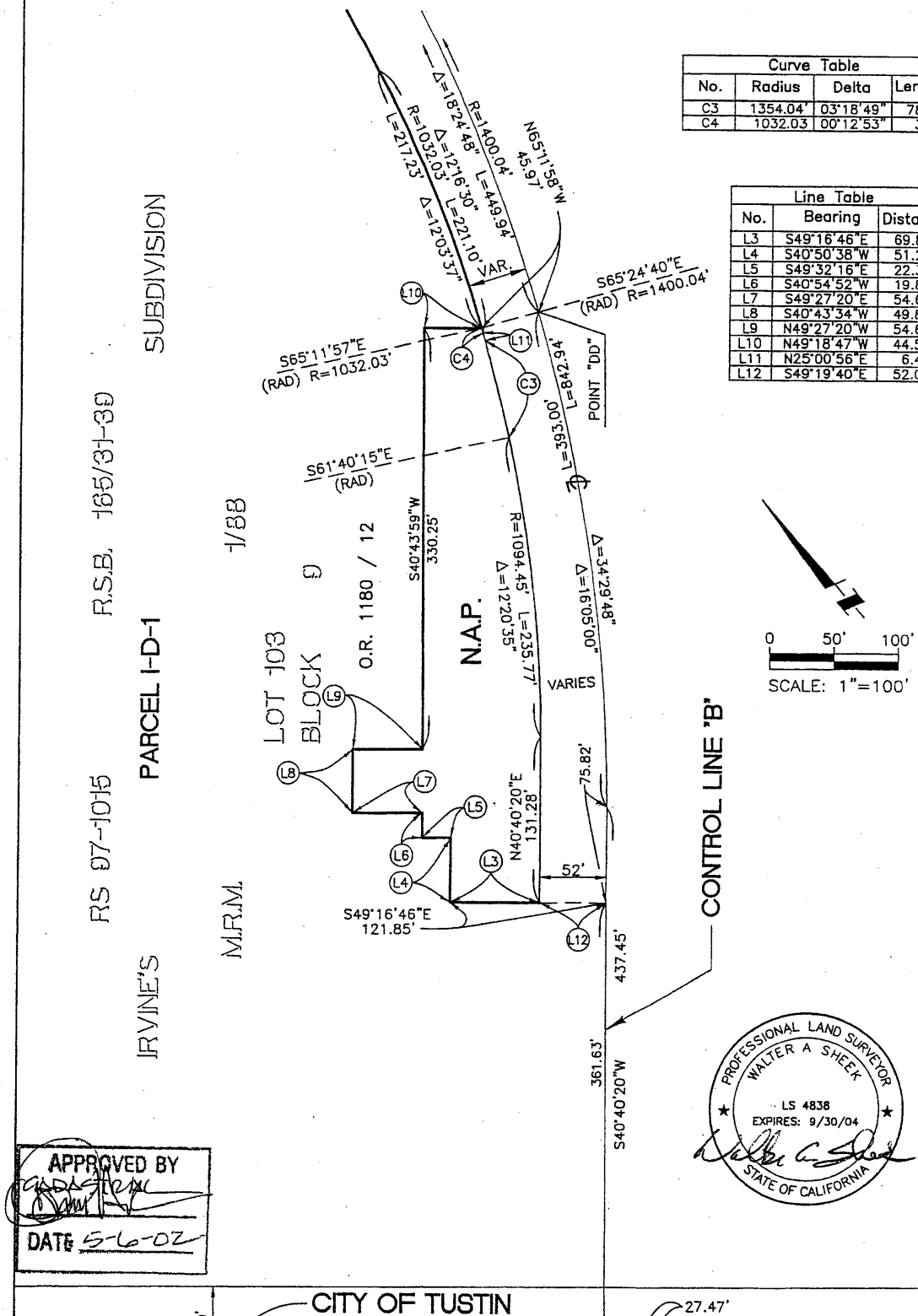
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

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CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010400

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EXHIBIT B



DESCRIPTION: PARCEL I-D-1 (Reuse Plan Disposition Site 4, 5, 6 and portion of 7)	SHEET 3 OF 3	SCALE 1"=400'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED SAB CHECKED WAS DATE APRIL, 2002 JOB NUMBER 2TUS010400

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PSOMAS

Legal Description

Exhibit "A"

Parcel I-D-2

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being those portions of Blocks 9 and 47 of Irvine's Subdivision as shown on the map filed in book 1, page 88 of Miscellaneous Record Maps, and as shown on a map filed in book 165, pages 31 through 39 inclusive of Records of Surveys, all of records of said County, described as follows:

For the purpose of this description the following two Control Lines are hereby established:

Control line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue between Valencia Avenue and Warner Avenue bears South 40°37'39" West for the purpose of this description; thence South 49°20'07" East 106.23 to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 05°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 05°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to a point hereinafter referred to as Point "A".

Control line "B"

Beginning at the hereinbefore described Point "A"; thence South 15°38'31" West 74.21 feet to the beginning of a curve concave northwesterly having a radius of

Legal Description

Exhibit "A"

Parcel I-D-2

(Portion of Reuse Plan Disposition Site 40)

1400.04 feet; thence southerly, southwesterly and westerly along said curve 1269.54 feet through a central angle of 51°57'19"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence westerly and southwesterly along said curve 694.50 feet through a central angle of 28°25'19"; thence South 39°10'31" West 893.39 feet to a point hereinafter referred to as Point "**N**"; thence continuing South 39°10'31" West 269.80 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of 32°59'59"; thence South 06°10'32" West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 842.93 feet through a central angle of 34°29'48"; thence South 40°40'20" West 187.89 feet to a point hereinafter referred to as Point "**O**"; thence continuing South 40°40'20" West 249.56 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

Parcel I-D-2

Beginning at hereinbefore described Point "**N**"; thence leaving said Control Line "**B**" South 48°53'39" East 76.97 feet; thence South 04°41'11" East 1.44 feet; thence South 38°12'59" West 128.21 feet; thence South 85°18'51" West 38.94 feet; thence South 39°10'31" West 111.00 feet to the beginning of a curve concave southeasterly having a radius of 1348.04 feet; thence southwesterly along said curve 693.59 feet through a central angle of 29°28'47" to the beginning of a compound curve concave easterly having a radius of 42.00 feet, a radial line to said beginning of compound curve bears

Legal Description

Exhibit "A"

Parcel I-D-2

(Portion of Reuse Plan Disposition Site 40)

North 80°18'16" West; thence southerly 11.95 feet along said curve through a central angle of 16°18'19"; thence South 06°36'35" East 32.98 feet to the beginning of a curve concave westerly having a radius of 58.00 feet; thence southerly along said curve 14.02 feet through a central angle of 13°50'56" to the beginning of a reverse curve concave easterly having a radius of 1336.04 feet, a radial line to said beginning of reverse curve bears North 82°45'39" West; thence southerly 24.80 feet along said curve through a central angle of 01°03'49"; thence South 06°10'32" West 34.00 feet to the beginning of a curve concave westerly having a radius of 58.00 feet; thence southerly along said curve 14.33 feet through a central angle of 14°09'13"; thence South 20°19'45" West 36.66 feet to the beginning of a curve concave easterly having a radius of 42.00 feet; thence southerly along said curve 10.38 feet through a central angle of 14°09'13"; thence South 06°10'32" West 50.00 feet; thence South 38°49'29" East 38.19 feet; thence South 00°24'23" East 104.69 feet; thence South 51°10'31" West 38.18 feet; thence South 06°10'32" West 176.01 feet to the beginning of a curve concave westerly having a radius of 1464.04 feet; thence southerly along said curve 73.56 feet through a central angle of 02°52'44" to the beginning of a compound curve concave westerly having a radius of 154.65 feet, a radial line to said beginning of compound curve bears South 80°56'44" East; thence southerly 34.78 feet along said curve through a central angle of 12°53'14"; thence South 21°56'30" West 31.37 feet to the beginning of a curve concave easterly having a radius of 177.66 feet; thence southerly along said curve 28.54 feet through a central angle of 09°12'13" to the beginning of a reverse curve concave westerly having a radius of 1213.03 feet, a radial line to said beginning of curve bears South 77°15'43" East; thence southerly 285.39 feet along said curve through a central angle of 13°28'48" to the beginning of a reverse curve concave southeasterly having a radius of 1201.91 feet, a radial line to said beginning of reverse curve bears North 63°46'55" West; thence southwesterly

Legal Description

Exhibit "A"

Parcel I-D-2

(Portion of Reuse Plan Disposition Site 40)

25.30 feet along said curve through a central angle of 01°12'21"to the beginning of a non-tangent curve concave northwesterly having a radius of 1446.09 feet, a radial line to said beginning of curve bears South 64°59'16" East; thence southwesterly 83.74 feet along said curve through a central angle of 03°19'05"; thence South 28°19'49" West 55.50 feet to the beginning of a curve concave northwesterly having a radius of 1192.34 feet; thence southwesterly along said curve 256.84 feet through a central angle of 12°20'31"; thence South 40°40'20" West 104.44 feet to the beginning of a curve concave southeasterly having a radius of 42.00 feet; thence southwesterly along said curve 10.38 feet through a central angle of 14°09'13"; thence South 26°31'07" West 36.66 feet to the beginning of a curve concave northwesterly having a radius of 58.00 feet; thence southwesterly 14.33 feet along said curve through a central angle of 14°09'13"; thence South 40°40'20" West 60.00 feet to the beginning of a curve concave northwesterly having a radius of 58.00 feet; thence southwesterly along said curve 14.33 feet through a central angle of 14°09'13"; thence South 54°49'33" West 36.66 feet to the beginning of a curve concave southeasterly having a radius of 42.00 feet; thence southwesterly along said curve 10.38 feet through a central angle of 14°09'13"; thence South 40°40'20" West 43.00 feet; thence North 49°19'54" West 26.77 feet; thence North 49°19'41" West 89.23 feet; thence North 40°40'20" East 128.98 feet to the beginning of a curve concave southeasterly having a radius of 159.50 feet; thence northeasterly along said curve 31.48 feet through a central angle of 11°18'32"; thence North 51°58'52" East 31.19 feet to the beginning of a curve concave northwesterly having a radius of 143.50 feet; thence northeasterly 28.32 feet along said curve through a central angle of 11°18'32"; thence North 40°40'20" East 163.93 feet to the beginning of a curve concave northwesterly having a radius of 1094.45 feet; thence northeasterly along said curve 235.77 feet through a central angle of 12°20'35" to the beginning of a compound curve concave northwesterly having a radius of

Legal Description

Exhibit "A"

Parcel I-D-2

(Portion of Reuse Plan Disposition Site 40)

1354.04 feet, said curve being 46.00 feet northwesterly of and concentric with the above described Control Line "**B**", a radial line to said beginning of compound curve bears South 61°40'15" East; thence northeasterly 78.31 feet along said curve through a central angle of 03°18'49"; thence North 25°00'56" East 6.40 feet to the beginning of a curve concave westerly having a radius of 1032.03 feet; thence northerly along said curve 221.10 feet through a central angle of 12°16'30"; thence North 12°44'26" East 61.98 feet to the beginning of a curve concave westerly having a radius of 1348.04 feet; thence northerly along said curve 102.76 feet through a central angle of 04°22'03" to the beginning of a compound curve concave westerly having a radius of 42.00 feet, a radial line to said beginning of compound curve bears South 81°37'37" East; thence northerly 11.92 feet along said curve through a central angle of 16°15'43"; thence North 07°53'20" West 32.99 feet to the beginning of a curve concave easterly having a radius of 58.00 feet; thence northerly along said curve 14.24 feet through a central angle of 14°03'52"; thence North 06°10'32" East 60.00 feet to the beginning of a curve concave easterly having a radius of 58.00 feet; thence northerly along said curve 14.33 feet through a central angle of 14°09'13"; thence North 20°19'45" East 36.66 feet to the beginning of a curve concave westerly having a radius of 42.00 feet; thence northerly along said curve 10.38 feet through a central angle of 14°09'13"; thence North 06°10'32" East 352.01 feet to the beginning of a curve concave easterly having a radius of 1452.04 feet; thence northerly along said curve 706.94 feet through a central angle of 27°53'42" to the beginning of a reverse curve concave northwesterly having a radius of 42.00 feet , a radial line to said beginning of reverse curve bears South 55°55'46" East; thence northeasterly 8.94 feet along said curve through a central angle of 12°11'39"; thence North 21°52'35" East 40.01 feet to the beginning of a curve concave southeasterly having a radius of 58.00 feet; thence northeasterly along said curve 14.83 feet through a central angle of 14°38'54" to the

Legal Description

Exhibit "A"

Parcel I-D-2

(Portion of Reuse Plan Disposition Site 40)

beginning of a compound curve concave southeasterly having a radius of 1464.04 feet, a radial line to said beginning of compound curve bears North 53°28'31" West; thence northeasterly 62.75 feet along said curve through a central angle of 02°27'21" to the beginning of a compound curve concave southeasterly having a radius of 58.00 feet, a radial line to said beginning of compound curve bears North 51°01'10" West; thence northeasterly 14.50 feet along said curve through a central angle of 14°19'42"; thence North 53°18'32" East 36.71 feet to the beginning of a curve concave northwesterly having a radius of 42.01 feet; thence northeasterly 10.36 feet along said curve through a central angle of 14°08'01"; thence North 39°10'31" East 50.00 feet; thence North 04°41'13" West 37.42 feet; thence North 33°25'59" East 141.39 feet; thence South 48°53'39" East 92.13 feet to the **POINT OF BEGINNING**.

Excepting therefrom the following described area:

Beginning at the hereinbefore described Point "**O**"; thence North 49°20'04" West 17.59 feet; thence North 40°39'24" East 112.04 feet; thence North 49°16'46" West 34.38 feet to a line parallel with and 52.00 feet northwesterly of the above described Control Line "B"; thence North 40°40'20" East 131.28 feet along said parallel line and it's northeasterly prolongation to the beginning of a curve concave northwesterly having a radius of 1094.45 feet; thence northeasterly along said curve 235.77 feet through a central angle of 12°20'35" to the beginning of a compound curve concave northwesterly having a radius of 1354.04 feet, said curve being 46.00 feet northwesterly of and concentric with the above described Control Line "**B**", a radial line to said beginning of compound curve bears

PSOMAS

Legal Description

Exhibit "A"

Parcel I-D-2

(Portion of Reuse Plan Disposition Site 40)

South 61°40'15" East; thence northeasterly 78.31 feet along said curve through a central angle of 03°18'49"; thence North 25°00'56" East 6.40 feet to the beginning of a curve concave northwesterly having a radius of 1032.03 feet; thence northeasterly along said curve 3.87 feet through a central angle of 00°12'53"; thence South 49°19'51" East 95.47 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 1446.09 feet, a radial line to said beginning of curve bears South 64°22'12" East; thence southwesterly 68.15 feet along said curve through a central angle of 02°42'01"; thence South 28°19'49" West 55.50 feet to the beginning of a curve concave northwesterly having a radius of 1192.34 feet, the southerly terminus of said curve being tangent to a line lying 52.00 feet southeasterly of and parallel with the course in the above described Control Line "B" having a bearing of South 40°40'20" West; thence southwesterly along said curve 256.84 feet through a central angle of 12°20'31" to said parallel line; thence South 40°40'20" West 104.44 feet along said parallel line; thence South 40°40'20" West 83.44 feet; thence North 49°20'04" West 52.00 feet to the **POINT OF BEGINNING.**

Containing 251,072 square feet or 5.76 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision:

Walter A. Sheek, P.L.S. 4838

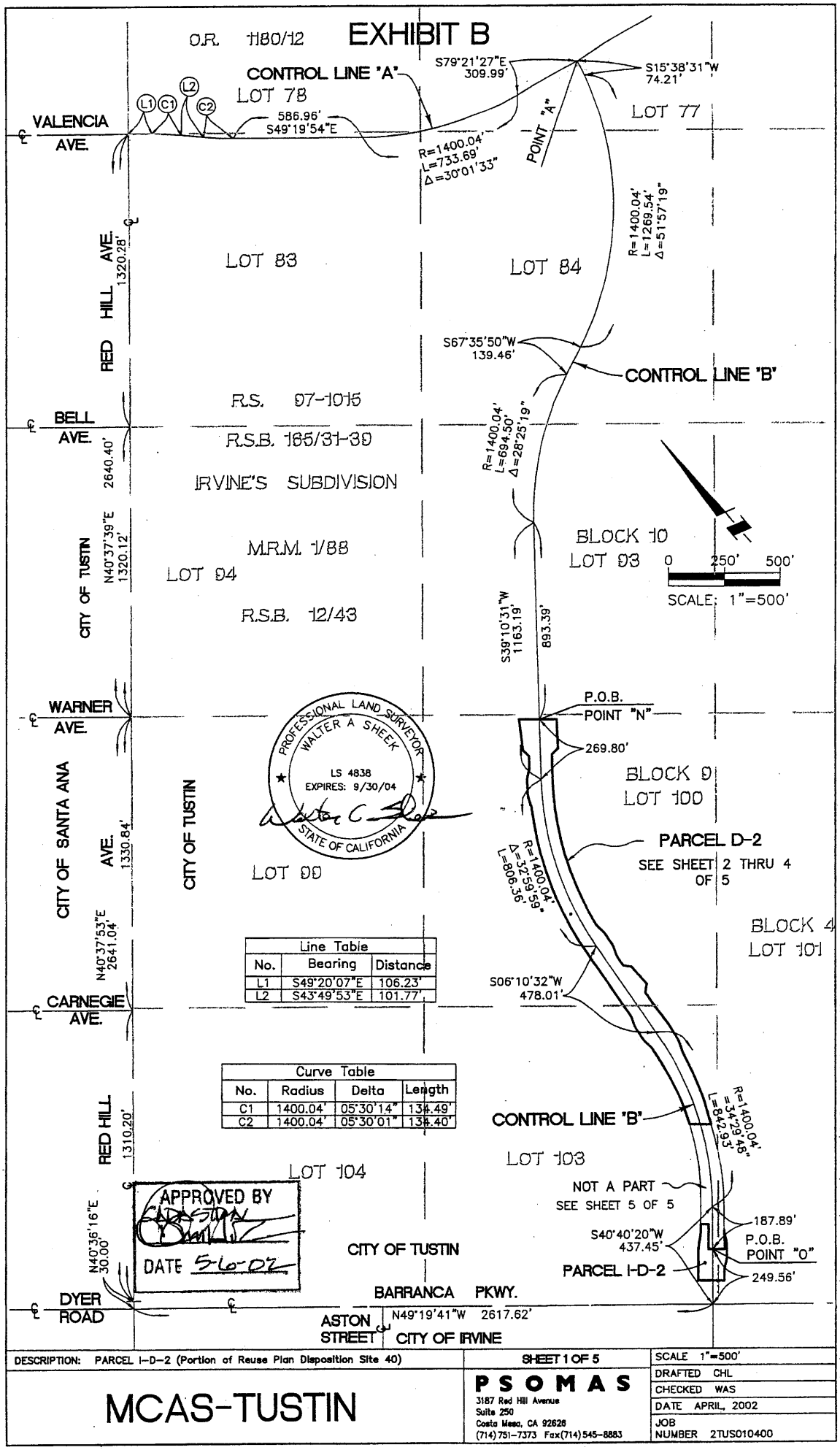
May 6, 2002
Date

Expires: 9/30/04

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

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DESCRIPTION: PARCEL I-D-2 (Portion of Reuse Plan Disposition Site 40)

SHEET 1 OF 5

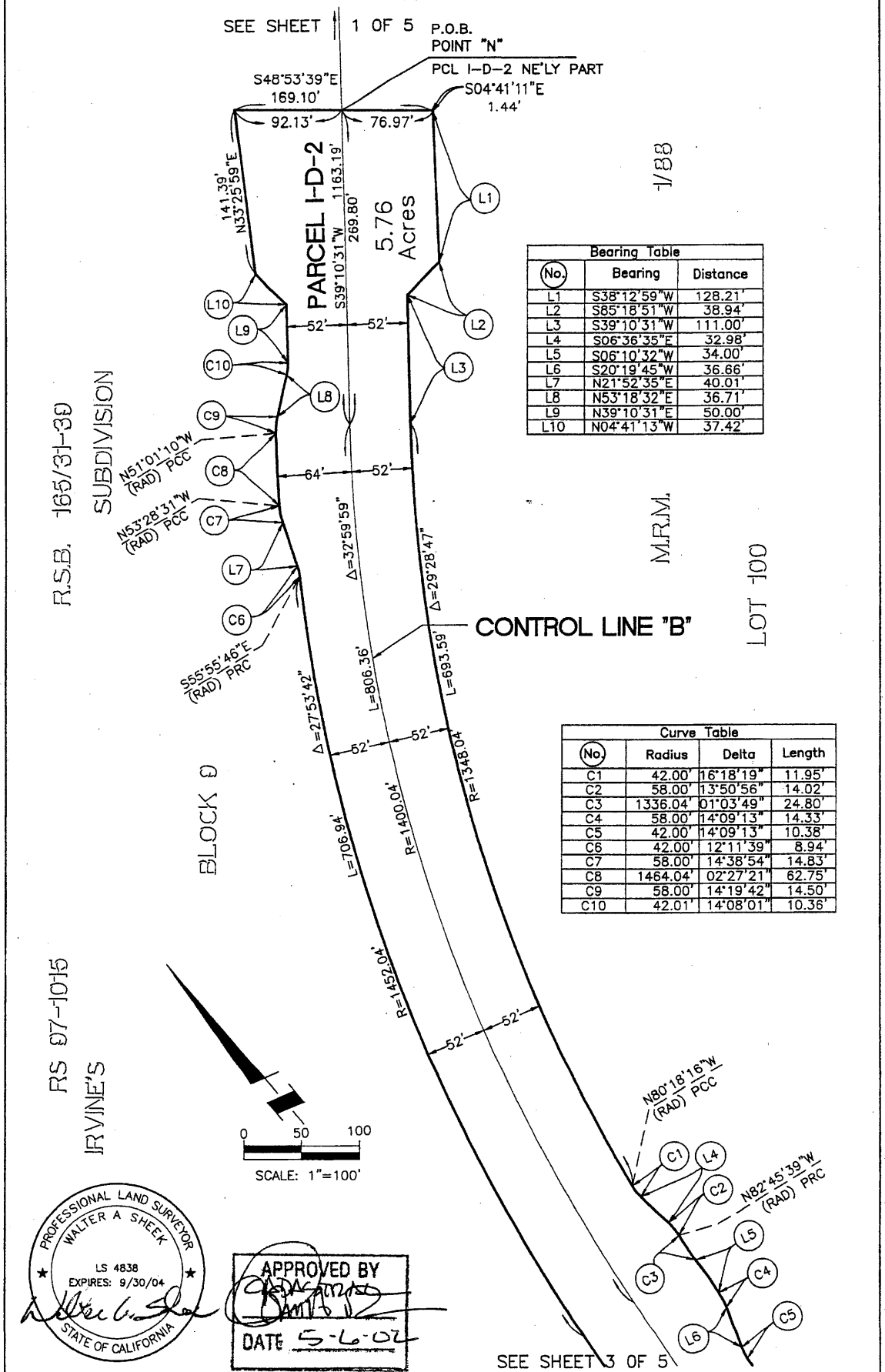
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714)751-7373 Fax(714)545-8883

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CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010400

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EXHIBIT B



Bearing Table		
No.	Bearing	Distance
L1	S38°12'59"W	128.21'
L2	S85°18'51"W	38.94'
L3	S39°10'31"W	111.00'
L4	S06°36'35"E	32.98'
L5	S06°10'32"W	34.00'
L6	S20°19'45"W	36.66'
L7	N21°52'35"E	40.01'
L8	N53°18'32"E	36.71'
L9	N39°10'31"E	50.00'
L10	N04°41'13"W	37.42'

Curve Table			
No.	Radius	Delta	Length
C1	42.00'	16°18'19"	11.95'
C2	58.00'	13°50'56"	14.02'
C3	1336.04'	01°03'49"	24.80'
C4	58.00'	14°09'13"	14.33'
C5	42.00'	14°09'13"	10.38'
C6	42.00'	12°11'39"	8.94'
C7	58.00'	14°38'54"	14.83'
C8	1464.04'	02°27'21"	62.75'
C9	58.00'	14°19'42"	14.50'
C10	42.01'	14°08'01"	10.36'

PROFESSIONAL LAND SURVEYOR
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LS 4838
EXPIRES: 9/30/04
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DATE 5-6-02

DESCRIPTION: PARCEL I-D-2 (Portion of Reuse Plan Disposition Site 40)

SHEET 2 OF 5

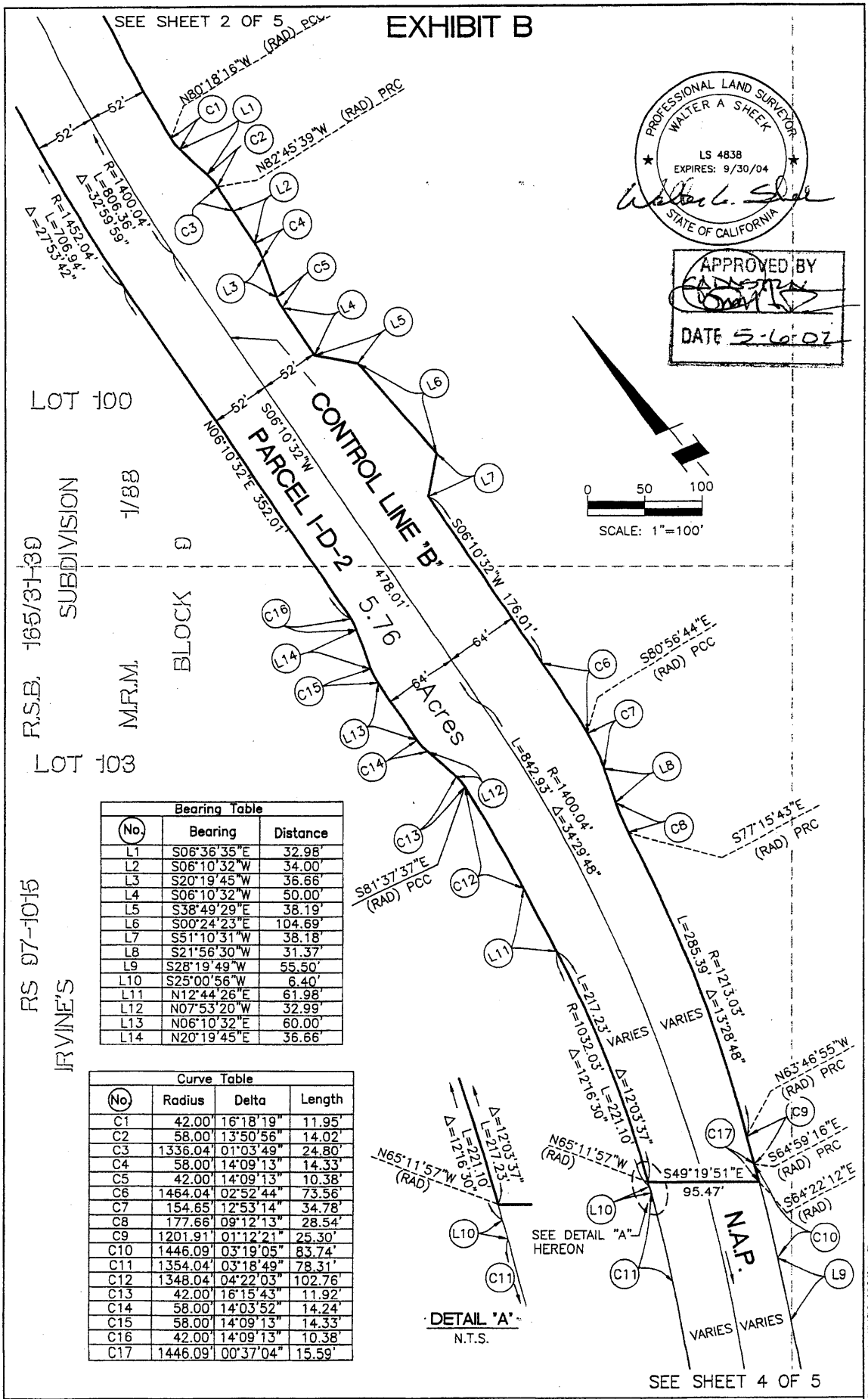
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3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

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DATE APRIL, 2002
JOB NUMBER 2TUS010400

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EXHIBIT B



PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

Bearing Table		
No.	Bearing	Distance
L1	S06°36'35"E	32.98'
L2	S06°10'32"W	34.00'
L3	S20°19'45"W	36.66'
L4	S06°10'32"W	50.00'
L5	S38°49'29"E	38.19'
L6	S00°24'23"E	104.69'
L7	S51°10'31"W	38.18'
L8	S21°56'30"W	31.37'
L9	S28°19'49"W	55.50'
L10	S25°00'56"W	6.40'
L11	N12°44'26"E	61.98'
L12	N07°53'20"W	32.99'
L13	N06°10'32"E	60.00'
L14	N20°19'45"E	36.66'

Curve Table			
No.	Radius	Delta	Length
C1	42.00'	16°18'19"	11.95'
C2	58.00'	13°50'56"	14.02'
C3	1336.04'	01°03'49"	24.80'
C4	58.00'	14°09'13"	14.33'
C5	42.00'	14°09'13"	10.38'
C6	1464.04'	02°52'44"	73.56'
C7	154.65'	12°53'14"	34.78'
C8	177.66'	09°12'13"	28.54'
C9	1201.91'	01°12'21"	25.30'
C10	1446.09'	03°19'05"	83.74'
C11	1354.04'	03°18'49"	78.31'
C12	1348.04'	04°22'03"	102.76'
C13	42.00'	16°15'43"	11.92'
C14	58.00'	14°03'52"	14.24'
C15	58.00'	14°09'13"	14.33'
C16	42.00'	14°09'13"	10.38'
C17	1446.09'	00°37'04"	15.59'

DESCRIPTION: PARCEL I-D-2 (Portion of Reuse Plan Disposition Site 40)

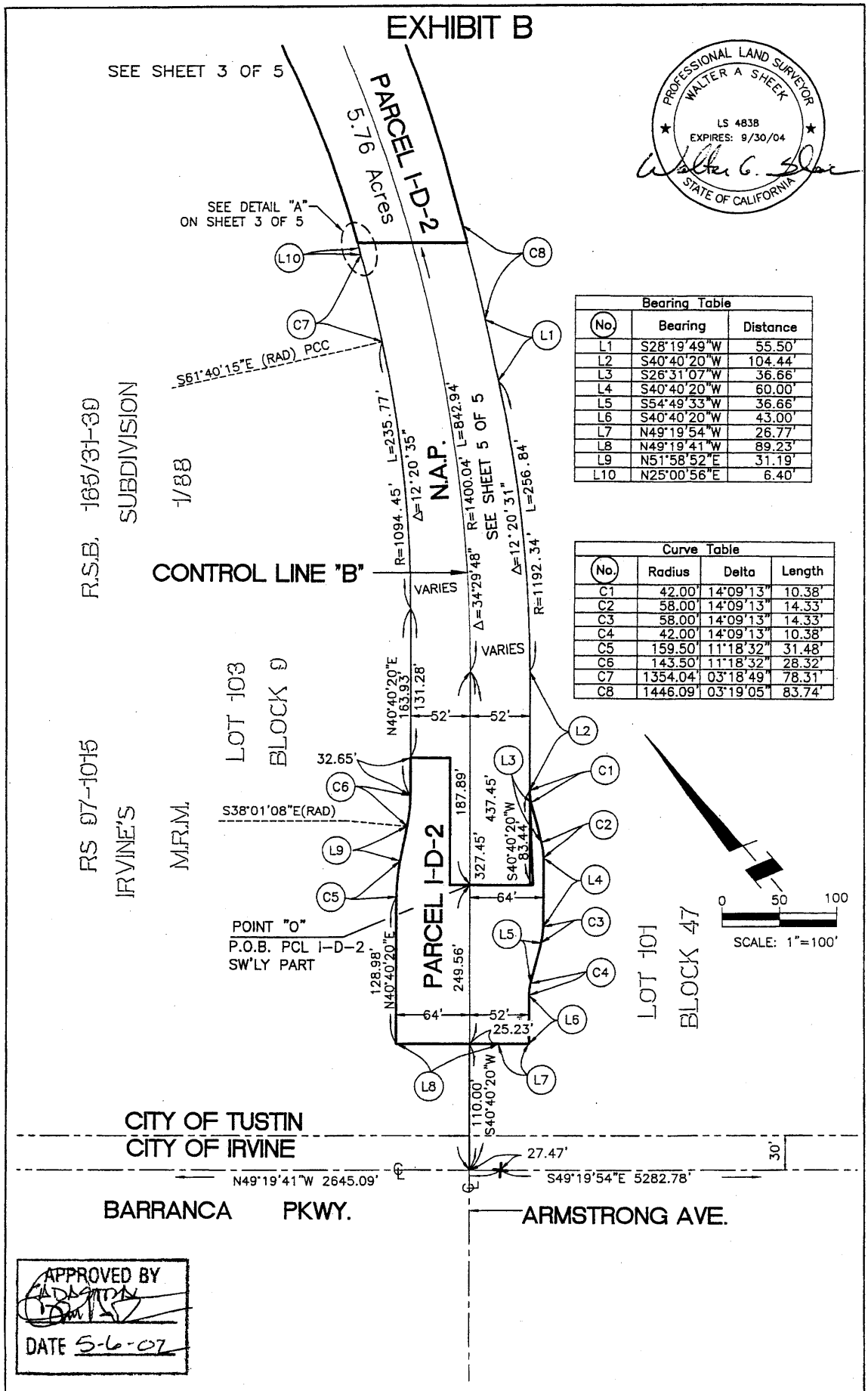
SHEET 3 OF 5

MCAS-TUSTIN

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Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE 1" = 100'
DRAFTED CHL
CHECKED DLW
DATE APRIL, 2002
JOB NUMBER 2TUS010400

EXHIBIT B



Bearing Table		
No.	Bearing	Distance
L1	S28°19'49"W	55.50'
L2	S40°40'20"W	104.44'
L3	S26°31'07"W	36.66'
L4	S40°40'20"W	60.00'
L5	S54°49'33"W	36.66'
L6	S40°40'20"W	43.00'
L7	N49°19'54"W	26.77'
L8	N49°19'41"W	89.23'
L9	N51°58'52"E	31.19'
L10	N25°00'56"E	6.40'

Curve Table			
No.	Radius	Delta	Length
C1	42.00'	14°09'13"	10.38'
C2	58.00'	14°09'13"	14.33'
C3	58.00'	14°09'13"	14.33'
C4	42.00'	14°09'13"	10.38'
C5	159.50'	11°18'32"	31.48'
C6	143.50'	11°18'32"	28.32'
C7	1354.04'	03°18'49"	78.31'
C8	1446.09'	03°19'05"	83.74'

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: PARCEL I-D-2 (Portion of Reuse Plan Disposition Site 40)

SHEET 4 OF 5

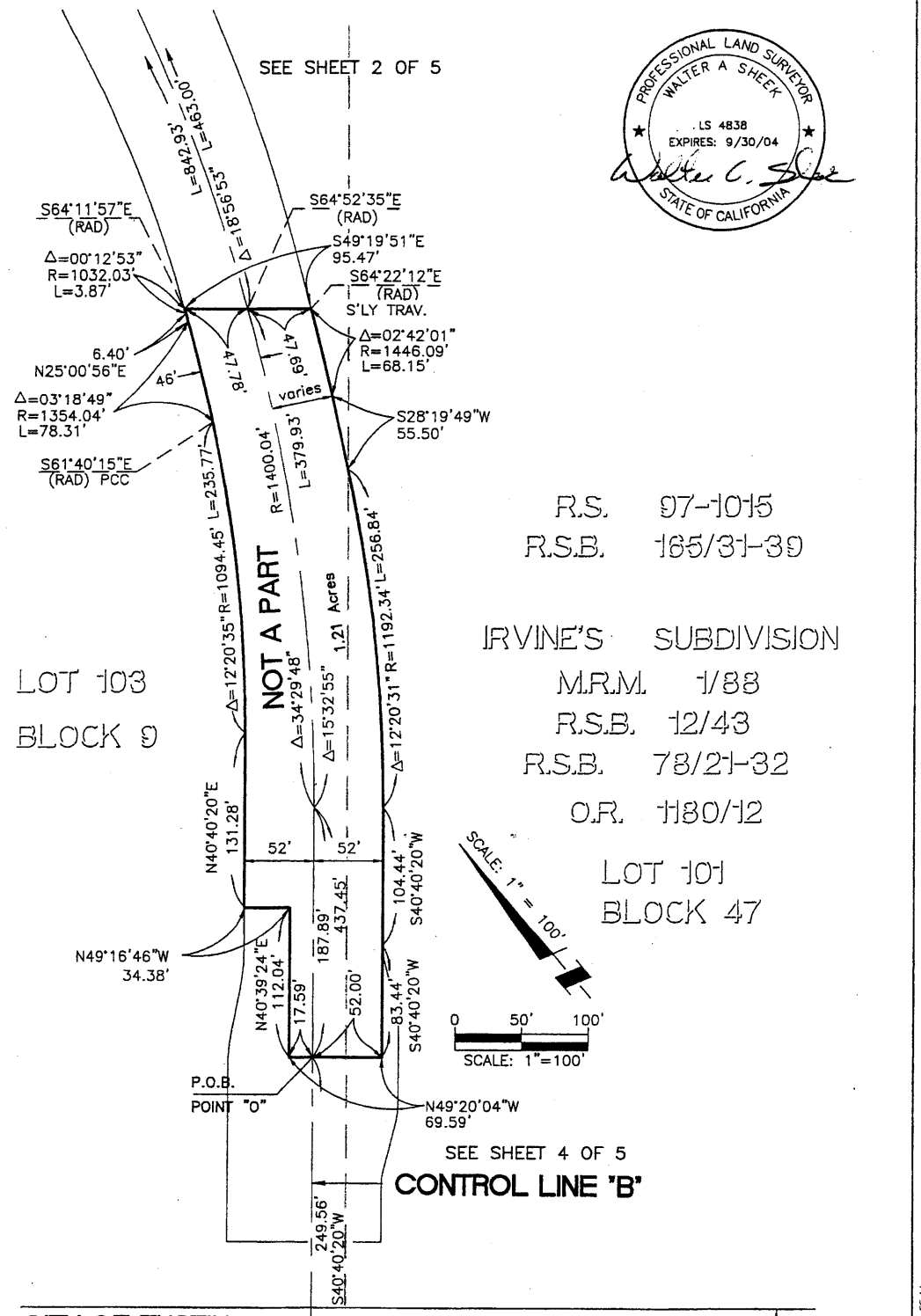
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Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1" = 100'
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CHECKED	WAS
DATE	APRIL, 2002
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EXHIBIT B



PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: PARCEL I-D-2 (Portion of Reuse Plan Disposition Site 40)

SHEET 5 OF 5

SCALE 1" = 100'
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DATE APRIL, 2002
JOB NUMBER 2TUS010500 T2

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3187 Red Hill Avenue
Suite 250
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(714) 751-7373 Fax (714) 545-8883

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Legal Description

Exhibit "A"

Parcel I-D-3

(Portion of Reuse Plan Disposition Sites 8, 14 & 40)

In the City of Tustin, County of Orange, State of California, being those portions of Lots 100 and 103, Block 9 and Lot 101, Block 47 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, both of records of said County, described as follows:

For the purpose of this description the following Control Lines are hereby established:

Control line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°37'39" East between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 106.23 to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to a point hereinafter to be referred to as Point "A".

Control line "B"

Beginning at the hereinabove described Point "A"; thence South 15°38'31" West

Legal Description
Exhibit "A"
Parcel I-D-3
(Portion of Reuse Plan Disposition Sites 8, 14 & 40)

74.22 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly, southwesterly and westerly along said curve 1269.54 feet through a central angle of 51°57'19"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence westerly and southwesterly along said curve 694.50 feet through a central angle of 28°25'19"; thence South 39°10'31" West 1163.19 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of 32°59'59"; thence South 6°10'32" West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 842.93 feet through a central angle of 34°29'48"; thence South 40°40'20" West 25.08 feet to a point hereinafter referred to as Point "**Q**"; thence South 40°40'20" West 412.37 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

Control Line "I"

Beginning at the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey; thence South 49°19'41" East 27.47 feet along the centerline of said Barranca Parkway to an angle point therein as shown on said Record of Survey; thence South 49°19'54" East 24.53 feet along said centerline to a point on a line parallel with and distant 52.00 feet southeasterly from that course hereinabove described as "South 40°40'20" West 412.37 feet" in said Control Line "**B**", said point being the **TRUE POINT OF BEGINNING**; thence leaving said centerline

Legal Description
Exhibit "A"
Parcel I-D-3
(Portion of Reuse Plan Disposition Sites 8, 14 & 40)

North 40°40'20" East 2634.67 feet along said parallel line and its northerly prolongation to the terminus of the herein described Control Line.

Parcel I-D-3

Beginning at the northeasterly terminus of the hereinabove described Control Line "**I**"; thence at an angle of 90°46'48" clockwise from said Control Line "**I**" North 48°32'52" West 261.42 feet; thence North 47°35'35" West 300.05 feet; thence North 48°32'53" West 183.41 feet; thence South 04°41'11" East 1.44 feet; thence South 38°12'59" West 128.21 feet; thence South 85°18'51" West 38.94 feet to a line parallel with and distant 52.00 feet southeasterly from said Control Line "**B**"; thence South 39°10'31" West 111.00 feet along said parallel line to the beginning of a curve concave southeasterly having a radius of 1348.04 feet, being concentric with and distant 52.00 feet southeasterly from said Control Line "**B**"; thence southwesterly and southerly along said curve 693.59 feet through a central angle of 29°28'47" to the beginning of a compound curve concave easterly having a radius of 42.00 feet, a radial line to said beginning of compound curve bears North 80°18'16" West; thence leaving said compound curve southerly 11.95 feet along said curve through a central angle of 16°18'19"; thence South 06°36'35" East 32.98 feet to the beginning of a curve concave westerly having a radius of 58.00 feet; thence southerly along said curve 14.02 feet through a central angle of 13°50'56" to the beginning of a reverse curve concave easterly having a radius of 1336.04 feet, being concentric with and distant easterly 64.00 feet from said Control Line "**B**", a radial line to said beginning of reverse curve bears North 82°45'39" West; thence

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southerly 24.80 feet along said concentric curve through a central angle of 01°03'49" to a line parallel with and distant easterly 64.00 feet from said Control Line "**B**"; thence South 06°10'32" West 34.00 feet along said parallel line to the beginning of a curve concave westerly having a radius of 58.00 feet; thence southerly along said curve 14.33 feet through a central angle of 14°09'13"; thence South 20°19'45" West 36.66 feet to the beginning of a curve concave easterly having a radius of 42.00 feet; thence southerly along said curve 10.38 feet through a central angle of 14°09'13" to a line parallel with and distant 52.00 feet easterly from said Control Line "**B**"; thence South 06°10'32" West 50.00 feet along said parallel line; thence leaving said parallel line South 38°49'29" East 38.19 feet; thence South 00°24'23" East 104.69 feet; thence South 51°10'31" West 38.18 feet to a line parallel with and distant 64.00 feet easterly from said Control Line "**B**"; thence South 06°10'32" West 176.01 feet along said parallel line to the beginning of a curve concave westerly having a radius of 1464.04 feet, being concentric with and distant 64.00 feet easterly from said Control Line "**B**"; thence southerly along said curve 73.56 feet through a central angle of 02°52'44" to the beginning of a compound curve concave westerly having a radius of 154.65 feet, a radial line to said beginning of compound curve bears South 80°56'44" East; thence southerly 34.78 feet along said curve through a central angle of 12°53'14"; thence South 21°56'30" West 31.37 feet to the beginning of a curve concave easterly having a radius of 177.66 feet; thence southerly along said curve 28.54 feet through a central angle of 09°12'13" to the beginning of a reverse curve concave westerly having a radius of 1213.03 feet, a radial line to said beginning of curve bears South 77°15'43" East; thence southerly and southwesterly 285.39 feet along said curve through a central angle of 13°28'48" to the beginning of a reverse curve concave southeasterly having a radius of 1201.91 feet, a radial line to said

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beginning of reverse curve bears North 63°46'55" West; thence southwesterly 25.30 feet along said curve through a central angle of 01°12'21"to the beginning of a reverse curve concave northwesterly having a radius of 1446.09 feet, being a curve concentric with and distant southeasterly 46.00 feet from said Control Line "**B**", a radial line to said beginning of curve bears South 64°59'16" East; thence southwesterly 83.74 feet along said concentric curve through a central angle of 03°19'05"; thence South 28°19'49" West 55.50 feet to the beginning of a curve concave northwesterly having a radius of 1192.34 feet; thence southwesterly along said curve 256.84 feet through a central angle of 12°20'31" to a point on a line parallel with and distant 52.00 feet southeasterly from said Control Line "**B**"; said point also being a point on said Control Line "**I**"; thence North 40°40'20" East 2197.22 feet along said Control Line "**I**" to the point of beginning.

Exception No.1

Excepting therefrom that portion lying northwesterly and southwesterly of the following described line:

Beginning at the hereinabove described Point "**Q**"; thence South 49°19'40" East 52.00 feet to the **TRUE POINT OF BEGINNING,** being a point on the hereinabove described Control Line "**I**"; thence North 40°40'20" East 400.35 feet along said Control Line "**I**"; thence North 49°18'24" West 55.55 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 1446.09 feet, being concentric with and 46.00 feet southeasterly of said Control Line "**B**", a radial line to said beginning of curve bears

PSOMAS

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South 64°22'12" East.

Containing 899,561 square feet or 20.65 acres net, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

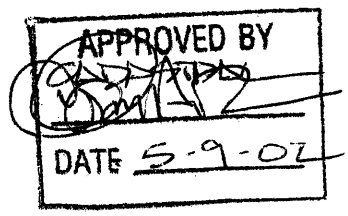
Prepared under my supervision

Walter C. Sheek May 8, 2002

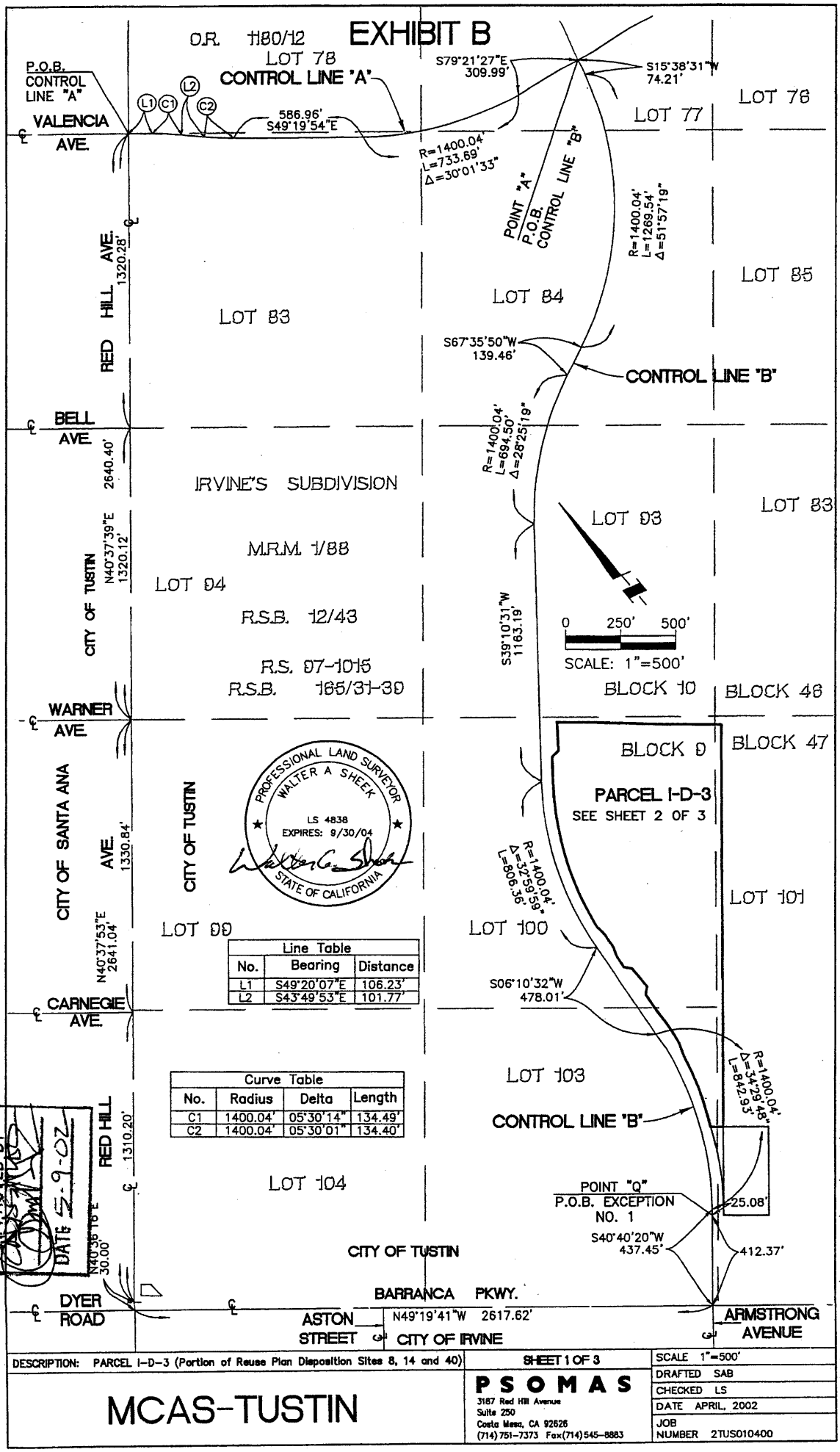
Walter A. Sheek, P.L.S. 4838 Date

Expires: 9/30/2004





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5/8/02 8:51 AM



Line Table		
No.	Bearing	Distance
L1	S49°20'07"E	106.23'
L2	S43°49'53"E	101.77'

Curve Table			
No.	Radius	Delta	Length
C1	1400.04'	05°30'14"	134.49'
C2	1400.04'	05°30'01"	134.40'

DESCRIPTION: PARCEL I-D-3 (Portion of Reuse Plan Disposition Sites 8, 14 and 40)

SHEET 1 OF 3

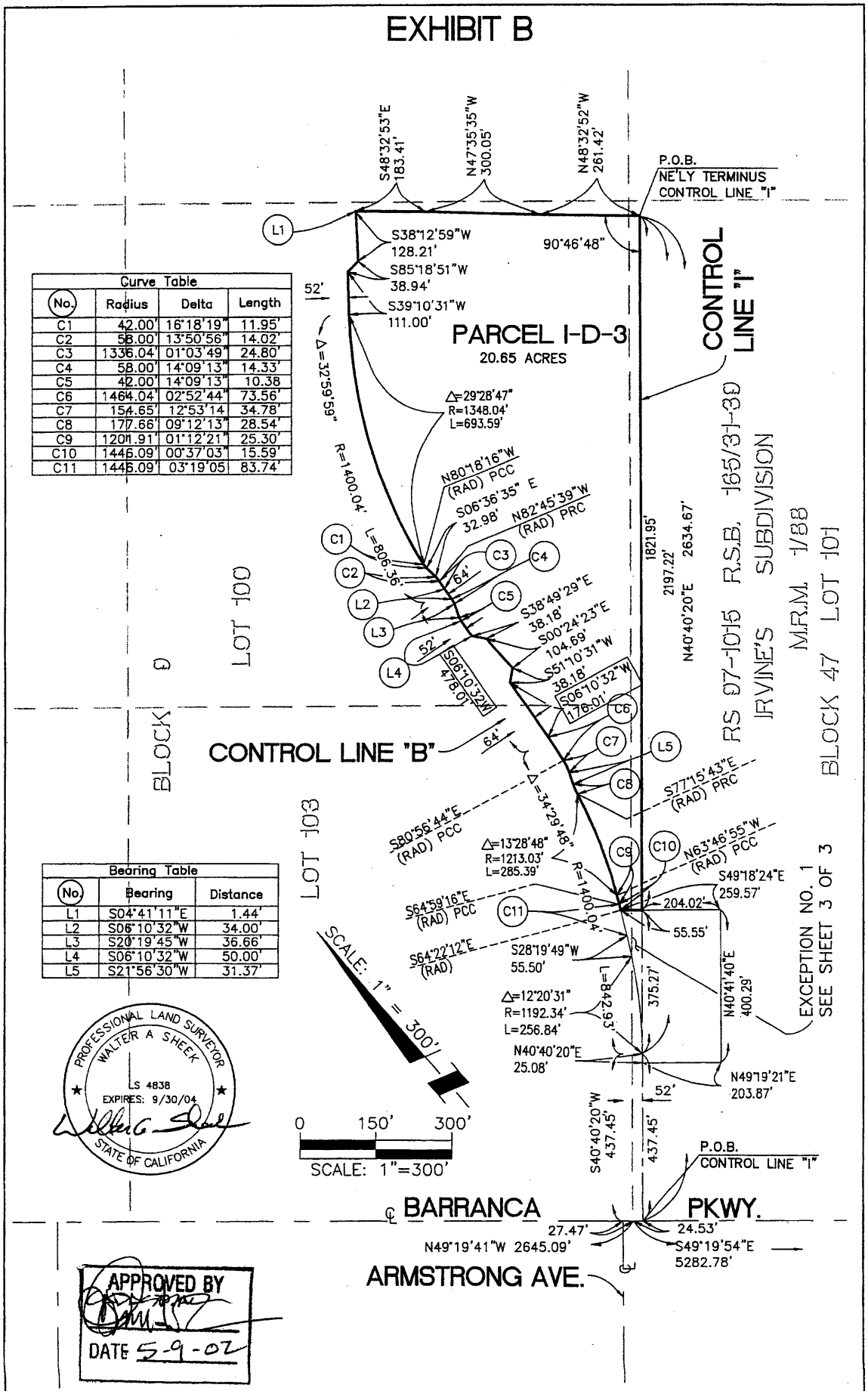
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1"=500'
DRAFTED	SAB
CHECKED	LS
DATE	APRIL, 2002
JOB NUMBER	2TUS010400

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EXHIBIT B



Curve Table			
No.	Radius	Delta	Length
C1	42.00'	16°18'19"	11.95'
C2	58.00'	13°50'56"	14.02'
C3	1336.04'	01°03'49"	24.80'
C4	58.00'	14°09'13"	14.33'
C5	42.00'	14°09'13"	10.38
C6	1464.04'	02°52'44"	73.56'
C7	154.65'	12°53'14"	34.78'
C8	177.66'	09°12'13"	28.54'
C9	1201.91'	01°12'21"	25.30'
C10	1446.09'	00°37'03"	15.59'
C11	1445.09'	03°19'05	83.74'

Bearing Table		
No.	Bearing	Distance
L1	S04°41'11"E	1.44'
L2	S06°10'32"W	34.00'
L3	S20°19'45"W	36.66'
L4	S06°10'32"W	50.00'
L5	S21°56'30"W	31.37'

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-9-02

DESCRIPTION: PARCEL I-D-3 (Portion of Reuse Plan Disposition Site 14)

MCAS-TUSTIN

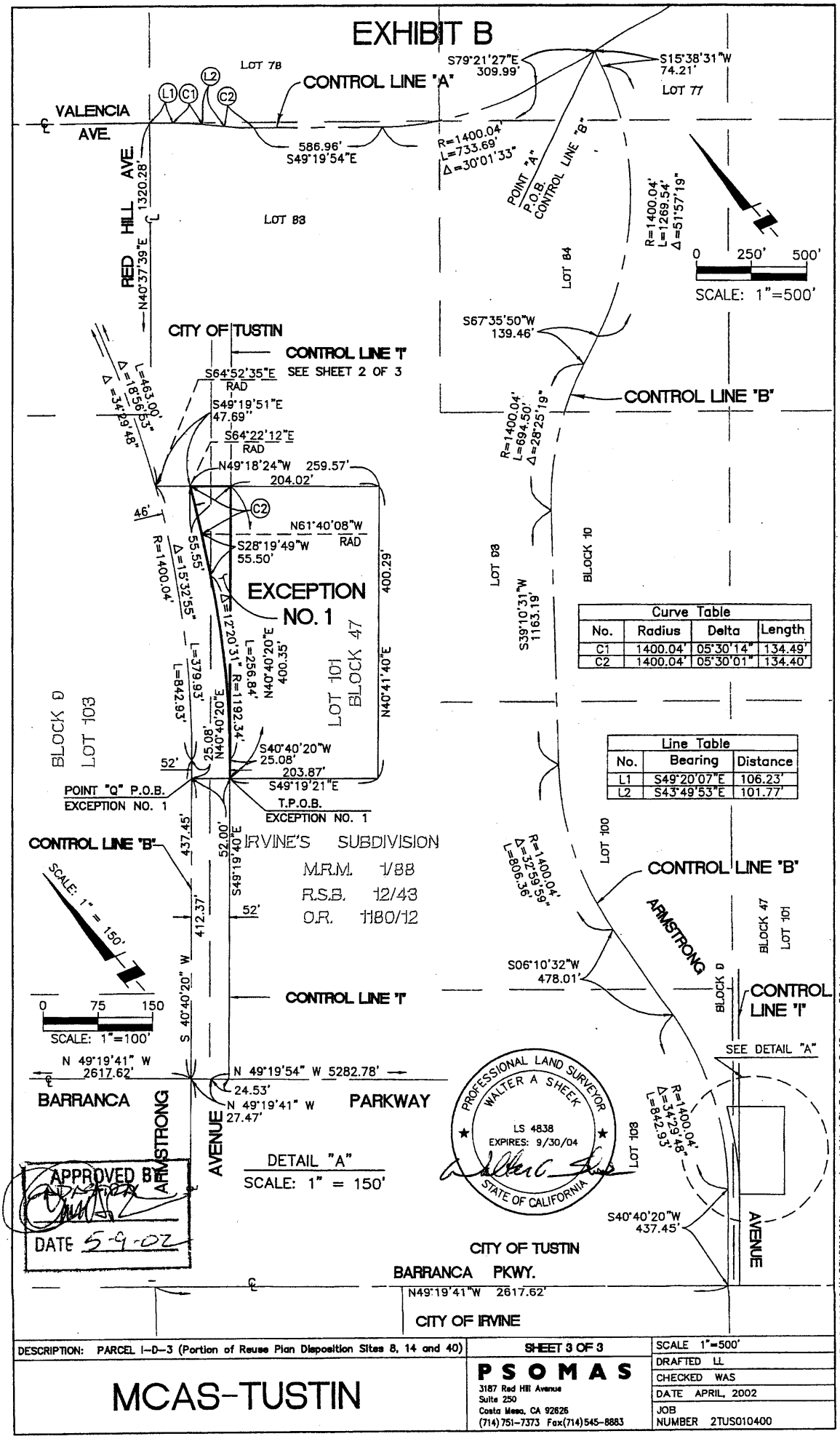
SHEET 2 OF 3

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1" = 300'
DRAFTED	CHL
CHECKED	DLW
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

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EXHIBIT B



DESCRIPTION: PARCEL I-D-3 (Portion of Reuse Plan Disposition Sites 8, 14 and 40)

SHEET 3 OF 3

MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1"=500'
DRAFTED	LL
CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010400

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PSOMAS

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Exhibit "A"

Parcel I-D-4

(Reuse Plan Disposition Site 8, 12, 14 and a portion of 40)

In the City of Tustin, County of Orange, State of California, being those portions of Blocks 9, 10, 46 and 47 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, both of records of said County, described as follows:

For the purpose of this description the following Control Lines are hereby established:

Control line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue between Valencia Avenue and Warner Avenue bears North 40°37'39" East for the purpose of this description; thence South 49°20'07" East 106.23 to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to a point hereinafter to be referred to as Point "**A**".

Control line "B"

Beginning at the hereinabove described Point "**A**"; thence South 15°38'31" West

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74.21 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly, southwesterly and westerly along said curve 1269.54 feet through a central angle of 51°57'19"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence westerly and southwesterly along said curve 694.50 feet through a central angle of 28°25'19"; thence South 39°10'31" West 1163.19 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of 32°59'59"; thence South 6°10'32" West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 842.93 feet through a central angle of 34°29'48"; thence South 40°40'20" West 25.08 feet to a point hereinafter referred to as Point "**Q**"; thence South 40°40'20" West 412.37 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

Control Line "F"

Beginning at the intersection of the centerline of Von Karman Avenue with the centerline of Barranca Parkway as shown on said Record of Survey, the centerline of Barranca Parkway between Von Karman Avenue and Jamboree Road bears North 49°19'54" West; thence North 40°40'06" East 110.00 feet to a point hereinafter referred to as Point "**R**"; thence continuing North 40°40'06" East 192.71 feet to the beginning of a curve concave southerly having a radius of 1800.05 feet; thence northeasterly and easterly 1295.77 feet along said curve through a central angle of 41°14'40" to a point hereinafter referred to as Point "**S**"; thence continuing easterly along said curve 529.24 feet through a central angle

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of 16°50'45"; thence South 81°14'29" East 725.96 feet to the beginning of a curve concave northerly having a radius of 1400.04 feet; thence easterly and northeasterly 881.48 feet along said curve through a central angle of 36°04'26" to a point hereinafter referred to as Point "**T**".

Control Line "G"

Beginning at the hereinabove described Point "**S**"; thence South 21°16'16" East 89.72 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly, southeasterly and easterly along said curve 1945.22 feet through a central angle of 79°36'25" to a point hereinafter referred to as Point "**U**"; thence continuing easterly and northeasterly along said curve 712.08 feet through a central angle of 29°08'29" to a point hereinafter referred to a Point "**V**"; thence continuing northeasterly along said curve 229.05 feet a central angle of 09°22'25"; thence North 40°36'25" East 91.79 feet to the terminus of the herein described Control Line.

Control Line "H"

Beginning at the hereinabove described Point "**T**" said point being the beginning of a curve concave northeasterly having a radius of 1400.04 feet, a radial line to said beginning bears South 61°08'34" West; thence southeasterly along said curve 364.03 feet through a central angle of 14°53'51"; thence South 43°45'17" East 208.89 feet to the terminus of the hereinabove described Control Line "**G**".

Control Line "I"

Beginning at the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey; thence South 49°19'41" East

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27.47 feet along the centerline of said Barranca Parkway to an angle point therein as shown on said Record of Survey; thence South 49°19'54" East 24.53 feet along said centerline to a line parallel with and distant 52.00 feet southeasterly from that course hereinabove described as "South 40°40'20" West 412.37 feet" in said Control Line "**B**", said point being the **TRUE POINT OF BEGINNING**; thence leaving said centerline North 40°40'20" East 2634.67 feet along said parallel line and its northerly prolongation to the terminus of the herein described Control Line.

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Beginning at said intersection of the centerline of Von Karman Avenue with the centerline of Barranca Parkway as shown on said Record of Survey; thence North 40°40'06" East 110.00 feet along said Control Line "**F**"; thence leaving said Control Line "**F**" North 49°19'54" West 60.00 feet to a point on a line parallel with and distant northwesterly 60.00 feet, measured at right angles, from said Control Line "**F**", said point being also the **True Point of Beginning**; thence parallel with said Control Line "F" North 40°40'06" East 192.71 feet to the beginning of a curve concave southeasterly having a radius of 1860.05 feet, being concentric with and distant northwesterly 60.00 feet from said control line "**F**"; thence northeasterly 1015.06 feet along said curve through a central angle of 31°16'02"; thence leaving said concentric curve North 10°57'40" West 12.09 feet to a point on a non-tangent curve concave southerly having a radius of 1872.05 feet, being concentric with and distant northwesterly 72.00 feet from said Control line "**F**", a radial line to said beginning of curve bears North 18°01'07" West; thence easterly 180.58 feet along said concentric curve through a central angle of 05°31'37"; thence leaving said concentric curve

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South 10°57'39" East 12.00 feet to a point on a non-tangent curve concave southerly having a radius 1860.05 feet, being concentric with and distant 60.00 feet from said Control Line "**F**", a radial line to said beginning of curve bears North 12°30'06" West; thence easterly 50.00 feet along said concentric curve through a central angle of 01°32'25"; thence leaving said curve North 29°47'11" East 40.70 feet; thence North 88°14'04" East 97.60 feet; thence South 21°18'52" East 179.45 feet to the beginning of a non-tangent curve concave northerly having a radius of 1354.04 feet, being concentric with and distant northeasterly 46.00 feet from said Control Line "**G**", a radial line to said beginning of curve bears South 67°54'42" West; thence southerly, southeasterly and easterly 2553.81 feet along said curve through a central angle of 108°03'49"; thence leaving said concentric curve North 49°13'07" West 12.15 feet to a point on a non-tangent curve having a radius of 1342.04 feet being concentric with and distant 58.00 feet northwesterly from said Control line "**G**", a radial line to said beginning of curve bears South 40°04'12" East; thence northeasterly 180.91 feet along said curve through a central angle of 07°43'25"; thence leaving said concentric curve South 49°13'07" East 12.00 feet to the beginning of a non-tangent curve concave northerly having a radius of 1354.04 feet, being concentric with and distant 46.00 feet from said Control Line "**F**", a radial line to said beginning of curve bears South 47°48'23" East; thence northeasterly 50.05 feet along said curve through a central angle of 02°07'05", thence North 02°40'56" West 35.57 feet; thence North 38°11'28" East 121.20 feet to a line parallel with and distant 60.00 feet northeasterly, measured at right angles, from said Control line "**H**"; thence North 43°45'17" West 127.04 feet along said parallel line to the beginning of a curve concave northeasterly having a radius of 1340.04 feet, said curve being concentric with and distant 60.00 feet northeasterly from said Control Line "**H**"; thence northwesterly along said concentric curve 408.15 feet through a central angle of 17°27'04" to the beginning of a non-tangent curve concave

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northwesterly having a radius of 1354.04 feet, being concentric with and distant 60.00 feet northwesterly from said Control Line "**F**", a radial line to said beginning of curve bears South 29°52'08" East; thence southwesterly and westerly along said concentric curve 183.30 feet through a central angle of 07°50'14"; thence North 24°10'15" West 12.01 feet to the beginning of a non-tangent curve concave northerly having a radius of 1328.04 feet, being concentric with and distant 72.00 feet northerly from said Control Line "**F**", a radial line to said beginning of curve bears South 22°00'44" East; thence westerly along said concentric curve 181.16 feet through a central angle of 07°48'57"; thence South 24°10'13" East 12.18 feet to the beginning of a non-tangent curve concave northerly having a radius of 1340.04 feet, being concentric with and distant 60.00 feet northerly from said Control Line "**F**", a radial line to said beginning of curve bears South 14°17'12" East; thence westerly along said concentric curve 538.99 feet through a central angle of 23°02'43" to a line parallel with and distant 60.00 feet northerly from said Control Line "**F**"; thence along said parallel line North 81°14'29" West 599.71 feet; thence leaving said parallel line North 43°38'07" West 31.73 feet; thence North 06°01'48" West 28.78 feet to the beginning of a curve concave westerly having a radius of 2410.07 feet; thence northerly along said curve 50.01 feet through a central angle of 01°11'20"; thence North 83°58'10" East 12.00 feet to the beginning of a non-tangent curve concave westerly having a radius of 2422.07 feet, a radial line to said beginning of curve bears South 82°47'13" West; thence northerly along said curve 180.34 feet through a central angle of 04°15'58"; thence South 83°58'12" West 12.06 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 2410.07 feet, a radial line to said beginning of curve bears North 78°29'37" East; thence northerly and northwesterly along said curve 1558.10 feet through a central angle of 37°02'30"; thence North 48°32'52" West 546.14 feet to the

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northeasterly terminus of said Control Line "**I**"; thence at an angle of 90°46'48" clockwise from said Control Line "**I**" North 48°32'52" West 261.42 feet; thence North 47°35'35" West 300.05 feet; thence North 48°32'53" West 183.41 feet; thence South 04°41'11" East 1.44 feet; thence South 38°12'59" West 128.21 feet; thence South 85°18'51" West 38.94 feet to a line parallel with and distant 52.00 feet southeasterly from said Control Line "**B**"; thence South 39°10'31" West 111.00 feet along said parallel line to the beginning of a curve concave southeasterly having a radius of 1348.04 feet, being concentric with and distant 52.00 feet southeasterly from said Control Line "**B**"; thence southwesterly and southerly along said curve 693.59 feet through a central angle of 29°28'47" to the beginning of a compound curve concave easterly having a radius of 42.00 feet, a radial line to said beginning of compound curve bears North 80°18'16" West; thence leaving said compound curve southerly 11.95 feet along said curve through a central angle of 16°18'19"; thence South 06°36'35" East 32.98 feet to the beginning of a curve concave westerly having a radius of 58.00 feet; thence southerly along said curve 14.02 feet through a central angle of 13°50'56" to the beginning of a reverse curve concave easterly having a radius of 1336.04 feet, being concentric with and distant easterly 64.00 feet from said Control Line "**B**", a radial line to said beginning of reverse curve bears North 82°45'39" West; thence southerly 24.80 feet along said concentric curve through a central angle of 01°03'49" to a line parallel with and distant easterly 64.00 feet from said Control Line "**B**"; thence South 06°10'32" West 34.00 feet along said parallel line to the beginning of a curve concave westerly having a radius of 58.00 feet; thence southerly along said curve 14.33 feet through a central angle of 14°09'13"; thence South 20°19'45" West 36.66 feet to the beginning of a curve concave easterly having a radius of 42.00 feet; thence southerly along said curve 10.38 feet through a central angle of 14°09'13" to a line parallel with and distant 52.00 feet easterly from said Control Line "**B**"; thence

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South 06°10'32" West 50.00 feet along said parallel line; thence leaving said parallel line South 38°49'29" East 38.19 feet; thence South 00°24'23" East 104.69 feet; thence South 51°10'31" West 38.18 feet to a line parallel with and distant 64.00 feet easterly from said Control Line "**B**"; thence South 06°10'32" West 176.01 feet along said parallel line to the beginning of a curve concave westerly having a radius of 1464.04 feet, being concentric with and distant 64.00 feet easterly from said Control Line "**B**"; thence southerly along said curve 73.56 feet through a central angle of 02°52'44" to the beginning of a compound curve concave westerly having a radius of 154.65 feet, a radial line to said beginning of compound curve bears South 80°56'44" East; thence southerly 34.78 feet along said curve through a central angle of 12°53'14"; thence South 21°56'30" West 31.37 feet to the beginning of a curve concave easterly having a radius of 177.66 feet; thence southerly along said curve 28.54 feet through a central angle of 09°12'13" to the beginning of a reverse curve concave westerly having a radius of 1213.03 feet, a radial line to said beginning of curve bears South 77°15'43" East; thence southerly and southwesterly 285.39 feet along said curve through a central angle of 13°28'48" to the beginning of a reverse curve concave southeasterly having a radius of 1201.91 feet, a radial line to said beginning of reverse curve bears North 63°46'55" West; thence southwesterly 25.30 feet along said curve through a central angle of 01°12'21" to the beginning of a reverse curve concave northwesterly having a radius of 1446.09 feet, being concentric with and distant southeasterly 46.00 feet from said Control Line "**B**", a radial line to said beginning of curve bears South 64°59'16" East; thence southwesterly 83.74 feet along said concentric curve through a central angle of 03°19'05"; thence South 28°19'49" West 55.50 feet to the beginning of a curve concave northwesterly having a radius of 1192.34 feet; thence southwesterly along said curve 256.84 feet through a central angle of 12°20'31" to a line parallel with and distant 52.00 feet southeasterly from said Control Line "**B**"; thence

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Parcel I-D-4
(Reuse Plan Disposition Site 8, 12, 14 and a portion of 40)

South 40°40'20" West 104.44 feet along said parallel line to the beginning of a curve concave southeasterly having a radius of 42.00 feet; thence leaving said parallel line southwesterly along said curve 10.38 feet through a central angle of 14°09'13"; thence South 26°31'07" West 36.66 feet to the beginning of a curve concave northwesterly having a radius of 58.00 feet; thence southwesterly 14.33 feet along said curve through a central angle of 14°09'13" to a line parallel with and distant 64.00 feet southeasterly from said Control Line "**B**"; thence South 40°40'20" West 60.00 feet along said parallel line to the beginning of a curve concave northwesterly having a radius of 58.00 feet; thence leaving said parallel line southwesterly along said curve 14.33 feet through a central angle of 14°09'13"; thence South 54°49'33" West 36.66 feet to the beginning of a curve concave southeasterly having a radius of 42.00 feet; thence southwesterly along said curve 10.38 feet through a central angle of 14°09'13" to a line parallel with and distant southeasterly 52.00 feet from said Control Line "**B**"; thence South 40°40'20" West 43.00 feet along said parallel line to a point on line parallel with and distant 110.00 feet northeasterly from said centerline of Barranca Parkway; thence along said parallel line South 49°19'54" East 1234.71 feet to the **TRUE POINT OF BEGINNING.**

Exception No.1

Excepting therefrom that portion lying northwesterly of said Control Line "**I**".

Exception No. 2

Excepting therefrom that portion described as follows:

Beginning at the hereinabove described Point "**Q**"; thence South 49°19'40" East 52.00 feet to the **TRUE POINT OF BEGINNING**; thence South 49°19'21" East 203.87 feet; thence North 40°41'40" East 400.29 feet; thence North 49°18'24" West 259.57 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 1446.09 feet, a

Legal Description

Exhibit "A"

Parcel I-D-4

(Reuse Plan Disposition Site 8, 12, 14 and a portion of 40)

radial line to said beginning of curve bears South 64°22'09" East; thence along said concentric curve southwesterly 68.15 feet through a central angle of 02°42'01"; thence South 28°19'49" West 55.50 feet to the beginning of a curve concave northwesterly having a radius of 1192.34 feet, the southerly terminus of said curve being tangent to a line lying 52.00 feet southeasterly of and parallel with the most southwesterly course in the above described Control Line "**B**"; thence southwesterly along said curve 256.84 feet through a central angle of 12°20'31" to said parallel line; thence along said parallel line South 40°40'20" West 25.08 feet to the **TRUE POINT OF BEGINNING**.

Exception No. 3

Excepting therefrom that portion described as follows:

Beginning at said Point "**U**" in the hereinabove described Control Line "**G**"; thence North 49°26'44" West 59.48 feet to a point on a curve concentric with and distant 46.00 feet northerly from the hereinabove described Control Line "**G**", concave northerly having a radius of 1354.04 feet, a radial line to said curve bears South 09°18'31" East, said point being the **TRUE POINT OF BEGINNING**; thence leaving said concentric curve North 49°17'37" West 18.16 feet; thence North 49°27'26" West 238.84 feet; thence South 40°41'52" West 96.62 feet; thence North 49°28'30" West 20.39 feet; thence North 41°17'05" East 27.28 feet; thence North 49°08'59" West 56.19 feet; thence South 40°43'02" West 80.48 feet; thence North 46°05'16" West 111.74 feet; thence North 40°38'24" East 721.58 feet; thence South 53°18'24" East 187.10 feet; thence North 40°00'59" East 95.64 feet; thence South 49°01'42" East 150.99 feet; thence South 41°17'09" West 417.54 feet; thence South 49°57'37" East 94.04 feet; thence South 08°07'48" East 24.75 feet; thence South 39°23'40" West 247.69 feet to a point on said concentric curve, a radial line to said point bears South 09°35'20" East; thence

Legal Description
Exhibit "A"
Parcel I-D-4
(Reuse Plan Disposition Site 8, 12, 14 and a portion of 40)

westerly along said concentric curve 6.62 feet through a central angle of 00°16'49" to the **TRUE POINT OF BEGINNING.**

Exception No. 4

Excepting therefrom that portion described as follows:

Beginning at the hereinabove described Point "**U**"; thence North 49°26'44" West 59.48 feet to a point on a curve concentric with and distant 46.00 feet northerly from the hereinabove described Control Line "**G**", said point being the **TRUE POINT OF BEGINNING**; thence leaving said concentric curve North 49°17'37" West 18.16 feet; thence North 49°27'26" West 238.84 feet; thence South 40°41'52" West 96.62 feet; thence North 49°28'30" West 20.39 feet; thence North 41°17'05" East 27.28 feet; thence North 49°08'59" West 56.19 feet; thence South 40°43'02" West 80.48 feet; thence North 46°05'16" West 111.74 feet; thence North 46°13'08" West 58.17 feet; thence South 40°43'22" West 232.95 feet to a point on said concentric curve, said point being the beginning of a non-tangent curve concave northerly having a radius of 1354.04 feet, a radial line to said point bears South 17°27'29" West; thence easterly along said concentric curve 632.56 feet through a central angle of 26°46'00" to the **TRUE POINT OF BEGINNING.**

Exception No. 5

Excepting therefrom that portion described as follows:

Beginning at the hereinabove described Point "**G**"; thence North 22°35'49" West 60.92 feet to a point on a curve that is concentric with and distant 58.00 feet northwesterly of the hereinabove described Control Line "**G**", said point being the **TRUE POINT OF BEGINNING**; thence continuing North 22°35'49" West 239.34 feet; thence South

PSOMAS

Legal Description

Exhibit "A"

Parcel I-D-4

(Reuse Plan Disposition Site 8, 12, 14 and a portion of 40)

67°35'09" West 160.64 feet; thence South 24°24'11" East 292.38 feet to the beginning of a non-tangent curve concave northwesterly and having a radius of 1354.04 feet, a radial line to said beginning of curve bears South 33°59'38" East, said curve being concentric with and distant 46.00 feet northwesterly of the hereinabove described Control Line "**G**"; thence northeasterly 145.52 feet along said concentric curve through a central angle of 06°09'28"; thence North 49°13'07" West 12.15 feet to a point of non-tangency on first said concentric curve concave northwesterly and having a radius of 1342.04 feet, a radial line to said point bears South 40°04'13" East, thence northeasterly 16.84 feet along said concentric curve through a central angle of 00°43'08" to the **TRUE POINT OF BEGINNING.**

Containing 5,088,456 square feet or 116.82 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision

Walter A. Sheek, P.L.S. 4838 Date May 6, 2002

Expires: 9/30/2004



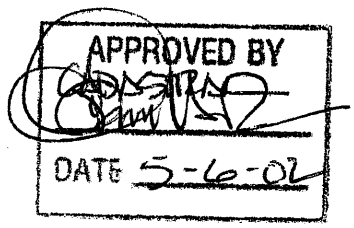
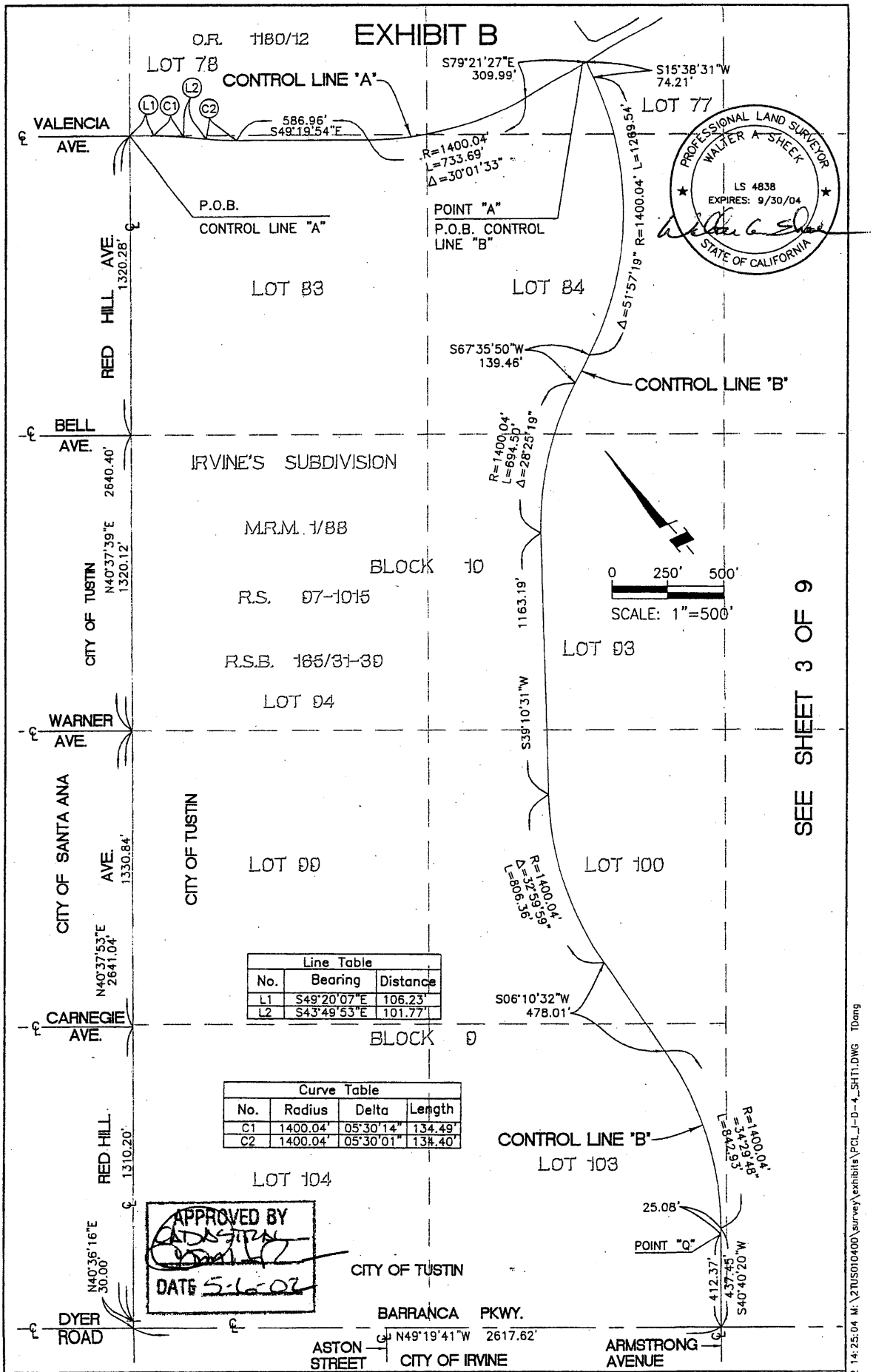


EXHIBIT B



Line Table		
No.	Bearing	Distance
L1	S49°20'07"E	106.23'
L2	S43°49'53"E	101.77'

Curve Table			
No.	Radius	Delta	Length
C1	1400.04'	05°30'14"	134.49'
C2	1400.04'	05°30'01"	134.40'

DESCRIPTION: Parcel I-D-4 (Reuse Plan Disposition Site 8, 12, 14 and a Portion of 40)

MCAS-TUSTIN

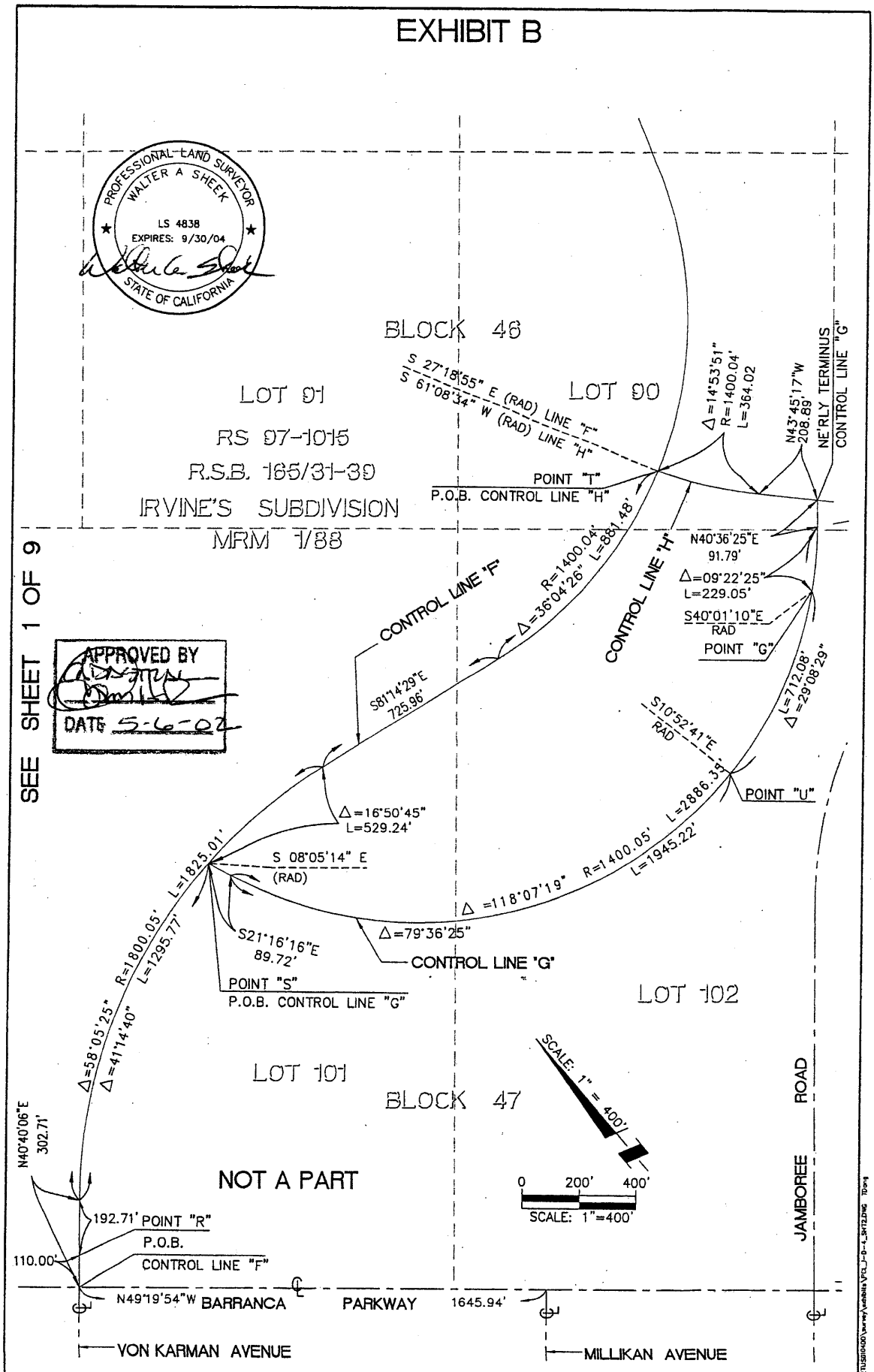
SHEET 1 OF 9

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1"=500'
DRAFTED	CN
CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

Plotted: 05/04/02 14:25.04 M:\2TUS010400\survey\exhibits\PCL_I-D-4_SHT1.DWG TDang

EXHIBIT B



APPROVED BY
DATE 5-6-02

SEE SHEET 1 OF 9

DESCRIPTION: Parcel I-D-4 (Reuse Plan Disposition Site 8, 12, 14 and a Portion of 40)

MCAS-TUSTIN

SHEET 2 OF 9

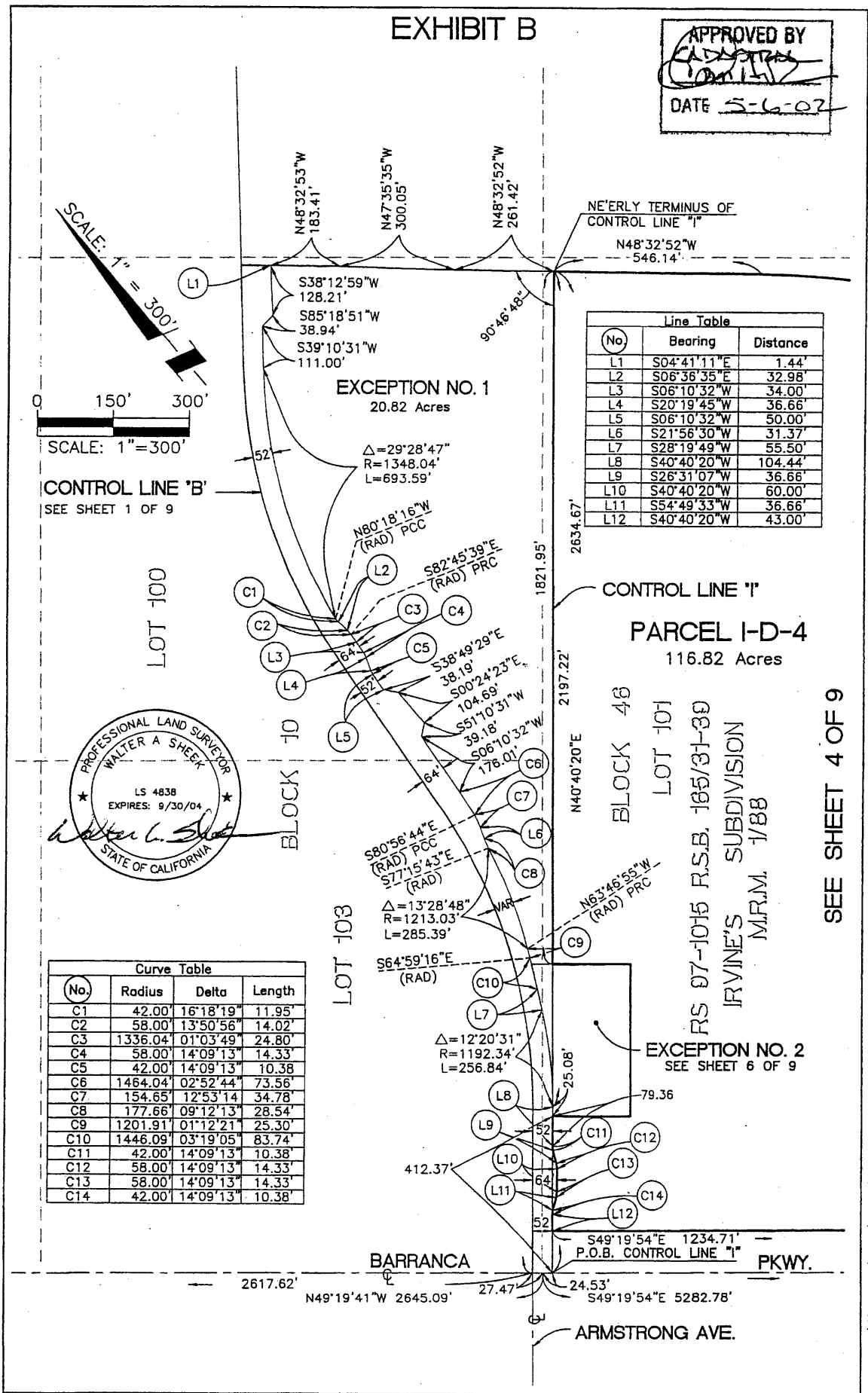
PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1" = 400'
DRAFTED	CN
CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

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EXHIBIT B

APPROVED BY
DATE 5-6-02



Line Table		
No.	Bearing	Distance
L1	S04°41'11"E	1.44'
L2	S06°36'35"E	32.98'
L3	S06°10'32"W	34.00'
L4	S20°19'45"W	36.66'
L5	S06°10'32"W	50.00'
L6	S21°56'30"W	31.37'
L7	S28°19'49"W	55.50'
L8	S40°40'20"W	104.44'
L9	S26°31'07"W	36.66'
L10	S40°40'20"W	60.00'
L11	S54°49'33"W	36.66'
L12	S40°40'20"W	43.00'

Curve Table			
No.	Radius	Delta	Length
C1	42.00'	16°18'19"	11.95'
C2	58.00'	13°50'56"	14.02'
C3	1336.04'	01°03'49"	24.80'
C4	58.00'	14°09'13"	14.33'
C5	42.00'	14°09'13"	10.38
C6	1464.04'	02°52'44"	73.56'
C7	154.65'	12°53'14	34.78'
C8	177.66'	09°12'13"	28.54'
C9	1201.91'	01°12'21"	25.30'
C10	1446.09'	03°19'05"	83.74'
C11	42.00'	14°09'13"	10.38'
C12	58.00'	14°09'13"	14.33'
C13	58.00'	14°09'13"	14.33'
C14	42.00'	14°09'13"	10.38'

DESCRIPTION: Parcel I-D-4 (Reuse Plan Disposition Site 8, 12, 14 and a Portion of 40)

MCAS-TUSTIN

SHEET 3 OF 9

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714)751-7373 Fax(714)545-8883

SCALE	1" = 300'
DRAFTED	CN
CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

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EXHIBIT B

Line Table		
No.	Bearing	Distance
L1	N83°58'12"E	12.06'
L2	N83°58'10"E	12.00'
L3	N43°38'07"W	31.73'

Curve Table			
No.	Delta	Radius	Length
C1	04°15'58"	2422.07'	180.34'
C2	01°11'20"	2410.07'	50.01'

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

N48°32'52"W
807.56'
546.14'

L=1558.10'

R=2410.07'

Δ=37°02'30"

IRVINE'S SUBDIVISION
M.R.M. 1/88

R.S.B. 12/43
BLOCK 47 LOT 101
RS 97-1015
R.S.B. 165/31-39

SEE SHEET 3 OF 9

L1
N78°31'15"E
RAD
N82°47'13"E
RAD
N06°01'48"W
28.78'
L3
599.71'
N81°14'29"W

C1
L2
S78°29'37"W
RAD
S82°46'52"W
RAD
C2

N29°47'11"E
40.70'
N88°14'04"E
97.60'
81.84'
S21°18'52"E
179.45'
97.61
S67°54'42"W
RAD
Δ=108°03'49"
R=1354.04'
L=2553.81'
Δ=50°27'13"
L=1192.34'

S10°57'41"E
RAD
Δ=01°32'25"
R=1860.05'
L=50.00'
S12°29'30"E
RAD
S10°57'39"E
12.00'
Δ=05°31'37"
R=1872.05'
L=180.58'
60'
72'

PARCEL I-D-4
116.82 Acres

S18°01'07"E
RAD
N10°57'40"W
12.09'

POINT "S"
S12°30'06"E
RAD
S18°03'52"E
RAD

CONTROL LINE "G"
SEE SHEET 2 OF 9

SEE SHEET 5 OF 9

Δ=31°16'02"
R=1860.05'
L=1015.06'
60'

CONTROL LINE "F"
SEE SHEET 2 OF 9

R.S.B. 115/90

SCALE: 1"=300'
0 150' 300'
SCALE: 1"=300'

N40°40'06"E
192.71'
T.P.O.B.
PCL I-D-4

POINT "R"
N40°40'06"E
110.00'

S49°19'54"E 1234.71'
60.00'
S49°19'54"E

BARRANCA PARKWAY

N49°19'54"W 1319.24'
N49°19'54"W 1645.94'

VON KARMAN AVE.

P.O.B.
CONTROL LINE "F"

APPROVED BY
DATE 5-6-02

DESCRIPTION: Parcel I-D-4 (Reuse Plan Disposition Site 8, 12, 14 and a Portion of 40)

MCAS-TUSTIN

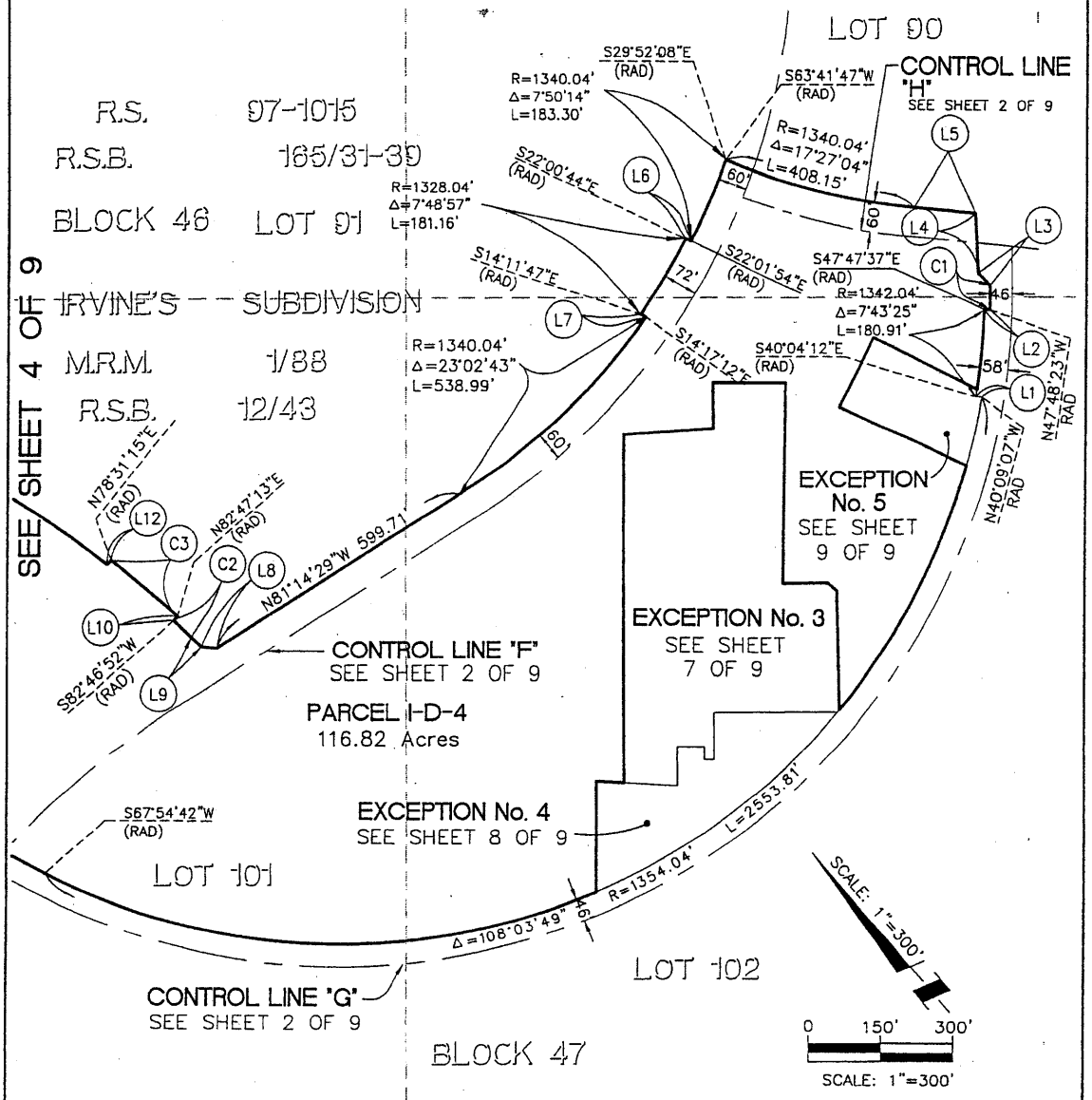
SHEET 4 OF 9

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1" = 300'
DRAFTED	CN
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DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

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EXHIBIT B



Curve Table			
No.	Radius	Delta	Length
C1	1354.04'	02°07'05"	50.05'
C2	2410.07'	01°11'20"	50.01'
C3	2422.07'	04°15'58"	180.34'

Line Table		
No.	Bearing	Distance
L1	N49°13'07"W	12.15'
L2	S49°13'07"E	12.00'
L3	N02°40'56"W	35.57'
L4	N38°11'28"E	121.20'
L5	N43°45'17"W	127.04'
L6	N24°10'15"W	12.01'
L7	S24°10'13"E	12.18'
L8	N43°38'07"W	31.73'
L9	N06°01'48"W	28.78'
L10	N83°58'10"E	12.00'
L12	S83°58'12"W	12.06'

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: Parcel I-D-4 (Reuse Plan Dispostion Site 8, 12, 14 and a Portion of 40)

MCAS-TUSTIN

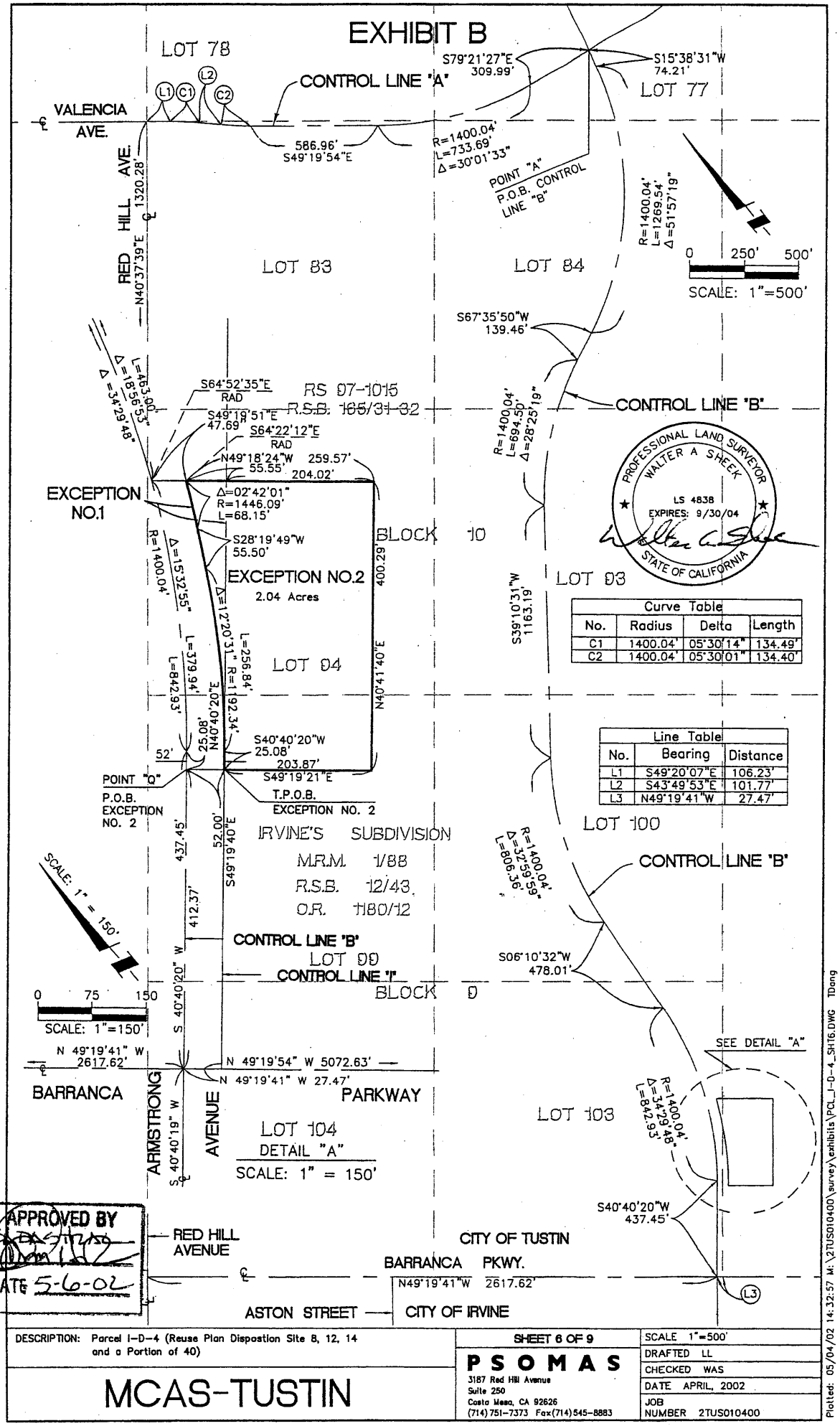
SHEET 5 OF 9

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE 1" = 300'
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DATE APRIL, 2002
JOB NUMBER 2TUS010500 T2

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EXHIBIT B



Curve Table			
No.	Radius	Delta	Length
C1	1400.04'	05°30'14"	134.49'
C2	1400.04'	05°30'01"	134.40'

Line Table		
No.	Bearing	Distance
L1	S49°20'07"E	106.23'
L2	S43°49'53"E	101.77'
L3	N49°19'41"W	27.47'

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: Parcel I-D-4 (Reuse Plan Disposition Site 8, 12, 14 and a Portion of 40)

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SHEET 6 OF 9

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE 1"=500'
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DATE APRIL, 2002
JOB NUMBER 2TUS010400

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EXHIBIT B

PROFESSIONAL LAND SURVEYOR
WALTER A. SHEEK
No. 4838
Exp. 9/30/04
STATE OF CALIFORNIA

CONTROL LINE "F"

PARCEL I-D-4
116.82 ACRES
SEE SHEET 4 OF 9

S49°01'42"E
150.99'

N40°00'59"E
95.64'

S53°18'24"E
187.10'

EXCEPTION No. 5
SEE SHEET 9 OF 9

EXCEPTION No. 3
6.03 ACRES

BLOCK 47
LOT 102

721.58'

N40°38'24"E

S41°17'09"W
417.54

L=576.76'

Δ=24°24'19"

46.00'

S39°32'40"W
247.69'

S09°35'20"E
RAD
P.O.B.
POINT "U"

S10°52'41"E
RAD

S09°18'31"E
RAD

LINE TABLE		
No.	BEARING	DISTANCE
L1	N46°05'16"W	111.74'
L2	S40°43'02"W	80.48'
L3	N49°08'59"W	56.19'
L4	N41°17'05"E	27.28'
L5	N49°28'30"W	20.39'
L6	S40°41'52"W	96.62'
L7	N49°27'26"W	238.84'
L8	S08°07'48"E	24.75'
L9	S49°57'37"E	94.04'
L10	N49°17'37"W	18.16'
L11	S49°26'44"E	59.48'

CURVE TABLE			
No.	RADIUS	DELTA	LENGTH
C1	1354.04'	0°16'49"	6.62'

SEE SHEET 8 OF 9

L=1945.22'

EXCEPTION No. 4

CONTROL LINE "G"

T.P.O.B. EXCEPTION NO. 3

R=1400.04'

Δ=79°36'25"

R.S. 12/43

O.R. 1180/12

IRVINE'S SUBDIVISION

RS 97-1015

M.R.M. 1/88

R.S.B. 165/31-39

0 100' 200'
SCALE: 1"=200'

DETAIL

EXCEPTION No. 3
SEE DETAIL ABOVE

POINT "U"
P.O.B.

CONTROL LINE "G"

POINT "S"
P.O.B. CONTROL LINE "G"

N08°05'14"W (RAD)

Δ=79°36'25"
R=1400.04'
L=1945.22'

S10°52'41"E

S21°16'16"E
89.72'

PARCEL I-D-4
SEE SHEET 4 OF 9

Δ=41°14'40"
R=1800.05'
L=1295.77'

N40°40'06"E
302.71'

192.71'

POINT "R"

P.O.B. CONTROL LINE "F"

110.00'

JAMBOREE ROAD

0 250' 500'
SCALE: 1"=500'

BARRANCA PARKWAY

VON KARMAN AVENUE

N49°19'54" W 1645.94'

MILLIKAN AVENUE

APPROVED BY
DATE 5-6-02

DESCRIPTION: Parcel I-D-4 (Reuse Plan Disposition Site 8, 12, 14 and a Portion of 40)

SHEET 7 OF 9

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

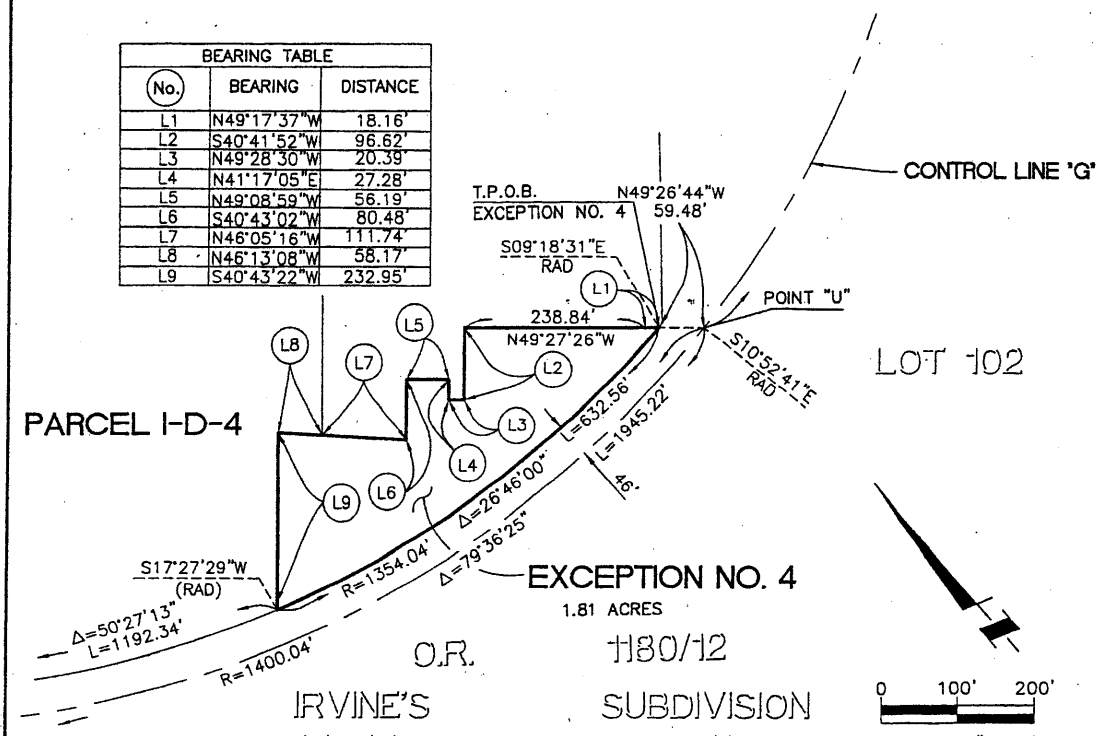
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CHECKED WAS
DATE APRIL, 2002
JOB NUMBER 2TUS010500 T2

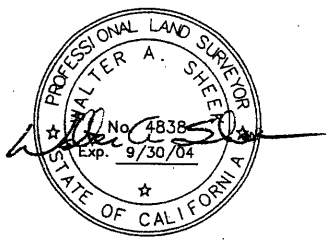
MCAS-TUSTIN

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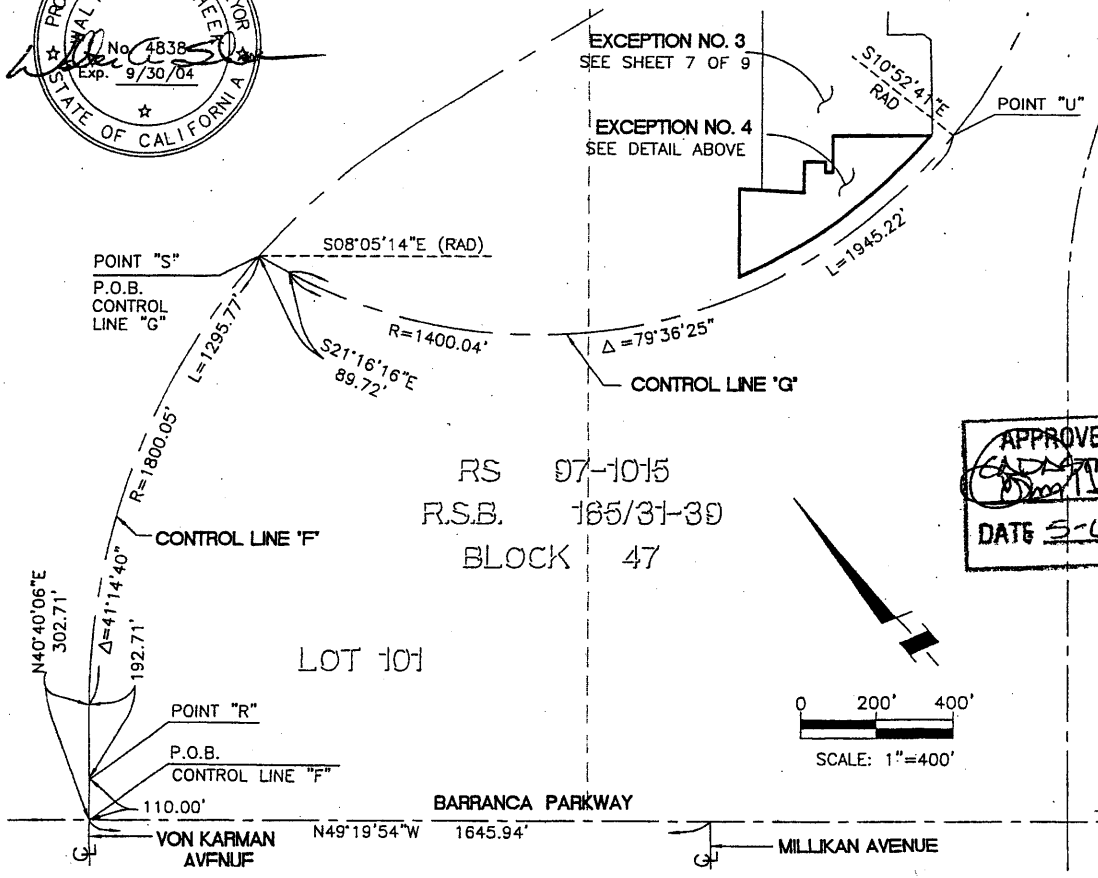
EXHIBIT B

BEARING TABLE		
No.	BEARING	DISTANCE
L1	N49°17'37"W	18.16'
L2	S40°41'52"W	96.62'
L3	N49°28'30"W	20.39'
L4	N41°17'05"E	27.28'
L5	N49°08'59"W	56.19'
L6	S40°43'02"W	80.48'
L7	N46°05'16"W	111.74'
L8	N46°13'08"W	58.17'
L9	S40°43'22"W	232.95'





DETAIL



APPROVED BY
DATE 5-6-02

DESCRIPTION: Parcel I-D-4 (Reuse Plan Disposition Site 8, 12, 14 and a Portion of 40)

MCAS-TUSTIN

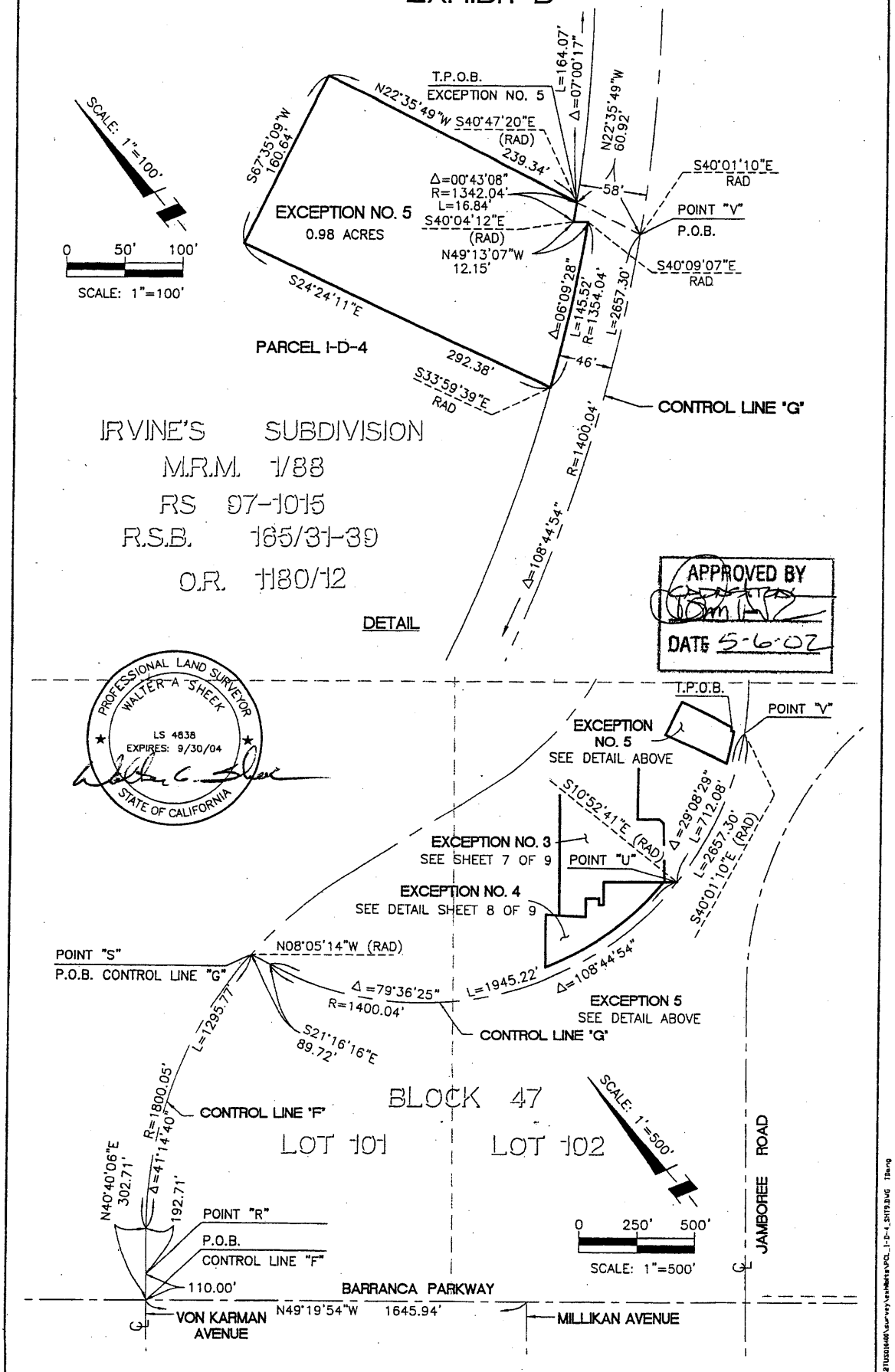
SHEET 8 OF 9

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1" = 400'
DRAFTED	CHL
CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

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EXHIBIT B



DESCRIPTION: Parcel I-D-4 (Reuse Plan Disposition Site 8, 12, 14 and a Portion of 40)

MCAS-TUSTIN

SHEET 9 OF 9

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1" = 500'
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CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

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PSOMAS

Legal Description

Exhibit "A"

Parcel I – D – 12

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being a portion of Block 9 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, also as shown on a map filed in Book 165, Pages 31 through 39, inclusive, of Records of Survey, all of the records of said County, described as follows:

Parcel I-D-12:

Beginning at the intersection of the southeasterly line of Red Hill Avenue (having a southeasterly half-width of 30 feet) as shown on said Record of Survey with a line that is parallel with and 110.00 feet northeasterly from the centerline of Barranca Parkway, as said centerline is also shown on said Record of Survey; thence along said southeasterly line North 40°37'53" East 2479.92 feet to the southwesterly line of Exception Parcel "C" as described in the Decree on Declaration of Taking Civil Case No. 2398-Y, filed January 19, 1943, and recorded in Book 1180, Page 12 of Official Records of said County; thence along said southwesterly line South 49°20'02" East 66.60 feet; thence leaving said southwesterly line South 86°02'31" West 17.70 feet to a line that is parallel with and 54.00 feet southeasterly from said southeasterly line of Red Hill Avenue; thence along said parallel line South 40°37'53" West 750.00 feet; thence leaving said parallel line North 49°22'07" West 7.00 feet to a line parallel with and 47.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°37'53" West, 570.24 feet; thence leaving said parallel line South 49°22'07" East 7.00 feet to a line parallel with and 54.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°37'53" West 700.00 feet; thence leaving said parallel line North 49°22'07" West 7.00 feet to a line parallel with and 47.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°37'53" West 447.25 feet to said line being parallel

PSOMAS

Legal Description

Exhibit "A"

Parcel I – D – 12

(Portion of Reuse Plan Disposition Site 40)

with and 110.00 feet northeasterly from the centerline of Barranca Parkway; thence along said parallel line North 49°19'41" West 47.00 feet to the **point of beginning**.

Containing 126,859 Square Feet or 2.91 Acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision

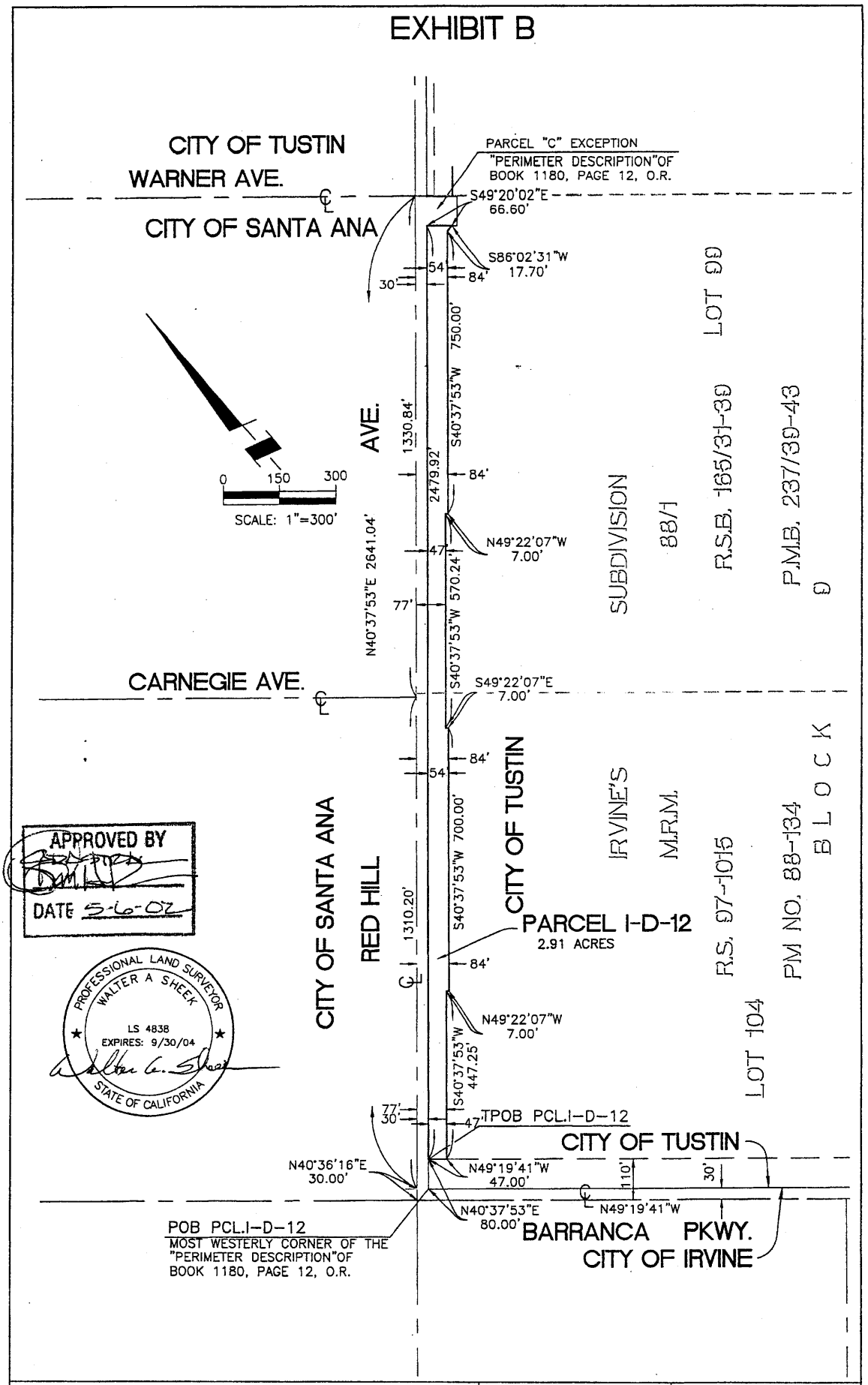
Walter A. Sheek P.L.S. 4838 — Date May 3, 2002

LICENSED LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/00
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

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5/3/02 8:20 PM

EXHIBIT B



APPROVED BY
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-D-12 (PORTION OF REUSE DISPOSITION SITE 40)	SHEET 1 OF 1	SCALE 1"=300'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED RAT CHECKED LS DATE APRIL, 2002 JOB NUMBER 2TUS010200

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PSOMAS

Legal Description

Exhibit "A"

Parcel I – D – 13

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, in Blocks 9 and 47 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, also as shown on the map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, all of the records of said County, described as follows:

Parcel I-D-13:

A strip of land 30.00 feet in width, the southwesterly line of said strip is described as follows:

Beginning at the most westerly corner of the "Perimeter Description", as described in the "Decree on Declaration of Taking", Civil Case No.2398-y, filed January 19, 1943, in the District Court of the United States, Southern District of California, Central Division, and recorded in Book 1180, Page 12 of Official Records of said County; thence along the southwesterly line of said "Decree on Declaration of Taking", South 49°19'41" East 2612.95 feet to the southeasterly line of Lot 103, Block 9, of said Irvine's Subdivision; thence continuing along said southwesterly line South 49°19'54" East 1407.42 feet to the westerly corner of Parcel 1 as shown on a map filed in Book 175, Page 48 of Records of Survey of said county,

The sidelines of said strip shall be lengthen or shorted so as to terminate northwesterly on the northwesterly line of said "Decree on Declaration of Taking", and southeasterly on the northwesterly line of said Parcel 1.

Containing 120,612 Square Feet or 2.77 Acres more or less

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

PSOMAS

Legal Description

Exhibit "A"

Parcel I – D – 13

(Portion of Reuse Plan Disposition Site 40)

Prepared under my supervision



Walter A. Sheek P.L.S. 4838 — May 3, 2002 Date

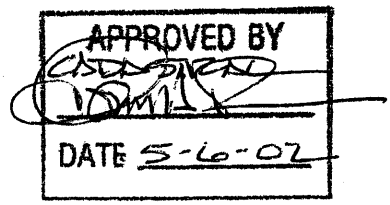
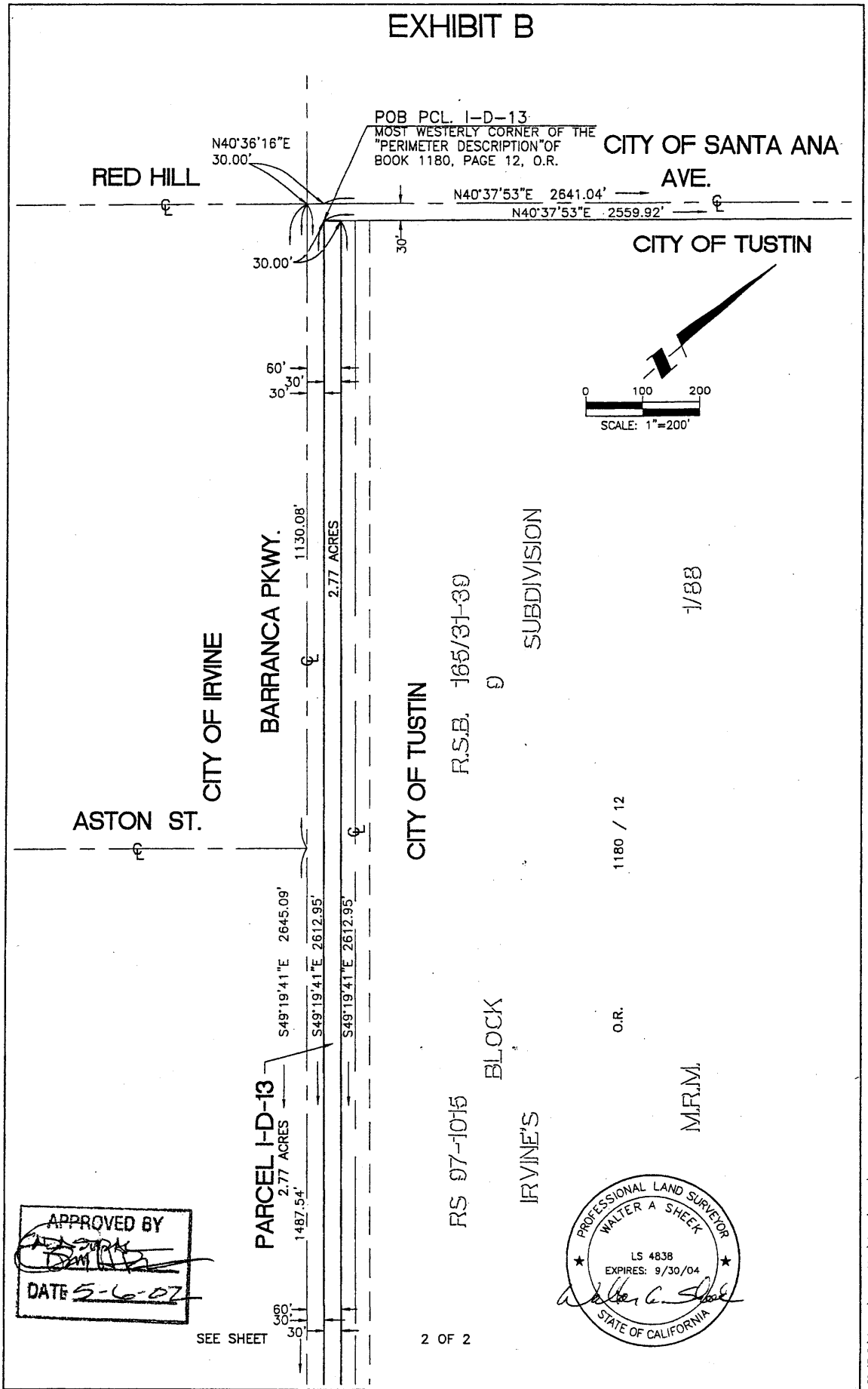


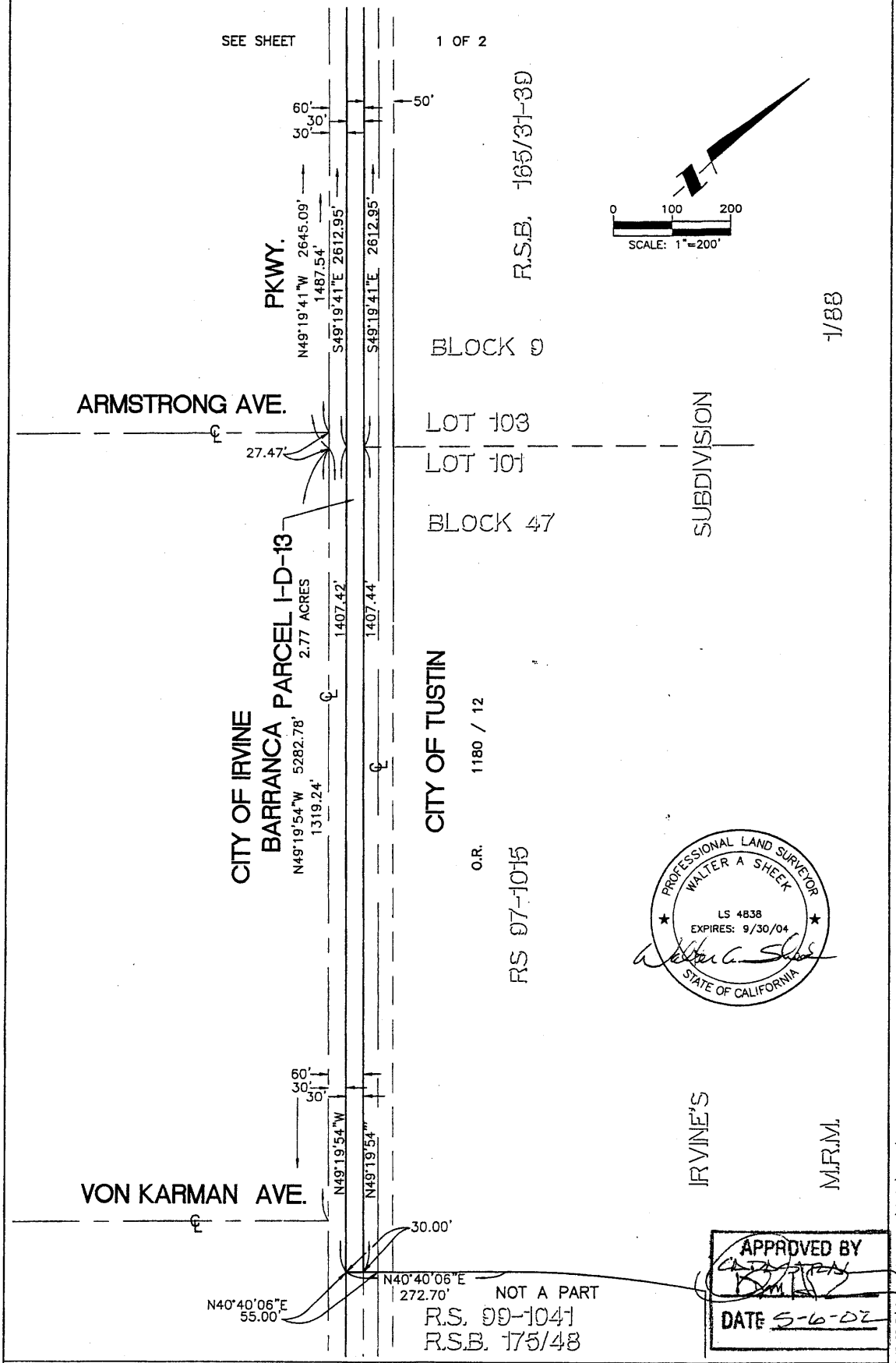
EXHIBIT B



DESCRIPTION: PARCEL I-D-13 (PORTION OF REUSE PLAN DISPOSITION SITE 40)	SHEET 1 OF 2	SCALE 1"=200'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714)545-8883	DRAFTED RAT CHECKED LS DATE APRIL 2002 JOB NUMBER 2TUS010200

Plotted: 04/26/02 16:59:47 F:\Surveys\2tus010200\design\dwgdxf\pcl_I-D-13_sht1.dwg GGaldo

EXHIBIT B



DESCRIPTION: PARCEL I-D-13 (PORTION OF REUSE PLAN DISPOSITION SITE 40)

SHEET 2 OF 2

SCALE 1"=200'

DRAFTED RAT

CHECKED LS

DATE APRIL,2002

JOB NUMBER 2TUS010200

MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714)751-7373 Fax(714)545-8883

Plotted: 04/26/02 17:07:33 F:\Surveys\2tus010200\design\dwgdxf\pcl_I-D-13_sht2.dwg GGaldo

Exhibit B

Hazardous Substances Notification

Deed D

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 4	I-D-1	AST-3A	Total Recoverable Petroleum Hydrocarbons	NA	NA	NA	NA	NA	1965 to 1972	R
Parcel 4	I-D-1	ST-3	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	???? to 1995	R
Parcel 4	I-D-1	ST-3	Mercury	7439976	NA	U151	1	Unknown	???? to 1995	R
Parcel 4	I-D-1	ST-3	4,4'-DDE	72559	DDE	NA	1	Unknown	???? to 1995	R
Parcel 4	I-D-1	ST-3	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	???? to 1995	R
Parcel 4	I-D-1	ST-3	Methylene chloride	75092	Dichloromethane	U080	1	Unknown	???? to 1995	R
Parcel 4	I-D-1	ST-3	Toluene	108883	Methylbenzene	U220	1,000	Unknown	???? to 1995	R
Parcel 4	I-D-1	ST-3	Trichloroethene	79016	Trichloroethylene	U228	1,000	Unknown	???? to 1995	R
Parcel 4	I-D-1	ST-3	Trichlorofluoromethane	75694	Trichloromonofluoromethane	U121	1	Unknown	???? to 1995	R
Parcel 4	I-D-1	ST-3	Xylenes	1330207	Dimethylbenzene	U239	1,000	Unknown	???? to 1995	R
Parcel 4	I-D-1	ST-3	Bis(2-ethylhexyl)phthalate	117817	Diethylhexyl phthalate, [bis(2-ethylhexyl)] ester, 1,2-benzenedicarboxylic acid,	U028	1	Unknown	???? to 1995	R
Parcel 4	I-D-1	ST-3	Paints	NA	NA	NA	NA	Unknown	???? to 1995	S
Parcel 4	I-D-1	ST-3	Solvents	NA	NA	NA	NA	Unknown	???? to 1995	S
Parcel 4	I-D-1	ST-3	Hydraulic fluids	NA	NA	NA	NA	Unknown	???? to 1995	S
Parcel 4	I-D-1	ST-3	Lubricants	NA	NA	NA	NA	Unknown	???? to 1995	S
Parcel 4	I-D-1	ST-4	Mercury	7439976	NA	U151	1	Unknown	1991 to 1995	R
Parcel 4	I-D-1	ST-4	Bisphenol A	NA	NA	NA	NA	Unknown	1991 to 1995	R
Parcel 4	I-D-1	ST-4	Bis(2-ethylhexyl)phthalate	117817	Diethylhexyl phthalate, [bis(2-ethylhexyl)] ester, 1,2-benzenedicarboxylic acid,	U028	1	Unknown	1991 to 1995	R
Parcel 4	I-D-1	ST-4	Diesel	NA	NA	NA	NA	Unknown	1991 to 1995	R
Parcel 4	I-D-1	ST-4	Acetone	67641	2-propanone	U002	1	Unknown	1991 to 1995	R
Parcel 4	I-D-1	ST-4	Toluene	108883	Methylbenzene	U220	1,000	Unknown	1991 to 1995	R
Parcel 4	I-D-1	ST-4	Paints	NA	NA	NA	NA	Unknown	1991 to 1995	S
Parcel 4	I-D-1	ST-4	Solvents	NA	NA	NA	NA	Unknown	1991 to 1995	S
Parcel 4	I-D-1	ST-4	Hydraulic fluids	NA	NA	NA	NA	Unknown	1991 to 1995	S
Parcel 4	I-D-1	ST-4	Used oil	NA	NA	NA	NA	Unknown	1991 to 1995	S
Parcel 4	I-D-1	ST-5A	Solvents	NA	NA	NA	NA	Unknown	1991 to 1999	S
Parcel 4	I-D-1	ST-5A	Waste JP-5	NA	NA	NA	NA	Unknown	1991 to 1999	S
Parcel 4	I-D-1	ST-5A	Waste oil	NA	NA	NA	NA	Unknown	1991 to 1999	S
Parcel 4	I-D-1	ST-5A	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	NA	1991 to 1999	NA
Parcel 4	I-D-1	ST-5B	Mercury	7439976	NA	U151	1	Unknown	???? to 1991	R
Parcel 4	I-D-1	ST-5B	Solvents	NA	NA	NA	NA	Unknown	???? to 1991	S
Parcel 4	I-D-1	ST-5B	Waste JP-5	NA	NA	NA	NA	Unknown	???? to 1991	S
Parcel 4	I-D-1	ST-5B	Waste oil	NA	NA	NA	NA	Unknown	???? to 1991	S
Parcel 4	I-D-1	ST-78	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1992 to 1995	R
Parcel 4	I-D-1	ST-78	Mercury	7439976	NA	U151	1	Unknown	1992 to 1995	R

Exhibit B

Hazardous Substances Notification

Deed D

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 4	I-D-1	ST-78	PCBs and pesticides	NA	NA	NA	NA	Unknown	1992 to 1995	R
Parcel 4	I-D-1	ST-78	Paints	NA	NA	NA	NA	Unknown	1992 to 1995	S
Parcel 5	I-D-1	AST-2	Aluminum	NA	NA	NA	NA	Unknown	1947 to 1988	R
Parcel 5	I-D-1	AST-2	Cadmium	7440439	NA	NA	1	Unknown	1947 to 1988	R
Parcel 5	I-D-1	AST-2	Chromium	7440473	NA	NA	1	Unknown	1947 to 1988	R
Parcel 5	I-D-1	AST-2	Molybdenum	7439987	NA	NA	NA	Unknown	1947 to 1988	R
Parcel 5	I-D-1	AST-2	Nickel	7440020	NA	NA	1	Unknown	1947 to 1988	R
Parcel 5	I-D-1	MWA-2	Waste oil	NA	NA	NA	NA	Unknown	1988 to 1999	D
Parcel 5	I-D-1	MWA-2	Detergents	NA	NA	NA	NA	Unknown	1988 to 1999	D
Parcel 5	I-D-1	MWA-2	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	NA	1988 to 1999	NA
Parcel 5	I-D-1	ST-6	Paints	NA	NA	NA	NA	Unknown	1991 to 1996	S
Parcel 5	I-D-1	ST-6	Solvents	NA	NA	NA	NA	Unknown	1991 to 1996	S
Parcel 5	I-D-1	ST-6	Hydraulic fluids	NA	NA	NA	NA	Unknown	1991 to 1996	S
Parcel 5	I-D-1	ST-6	Lubricants	NA	NA	NA	NA	Unknown	1991 to 1996	S
Parcel 5	I-D-1	ST-6	*PR/VSI indicated no visible or reported releases identified.*	NA	NA	NA	NA	NA	1991 to 1996	NA
Parcel 5	I-D-1	ST-91	*Helicopter repair area. No hazardous waste reported stored/disposed of. Unit integrity good.*	NA	NA	NA	NA	NA	1988 to 1998	NA
Parcel 5	I-D-1	TOW-2	Waste oil	NA	NA	NA	NA	Unknown	1988 to 1999	S
Parcel 5	I-D-1	TOW-2	Fuels	NA	NA	NA	NA	Unknown	1988 to 1999	S
Parcel 5	I-D-1	TOW-2	Detergents	NA	NA	NA	NA	Unknown	1988 to 1999	S
Parcel 5	I-D-1	TOW-2	*PR/VSI indicated no visible or reported releases identified.*	NA	NA	NA	NA	NA	1988 to 1999	NA
Parcel 6	I-D-1	AD-7	*Aerial photo features subsequently identified as navigational aid (TACAN) and associated access road - no contamination*	NA	NA	NA	NA	NA	1965 to 1972	NA
Parcel 6	I-D-1	AST-3B	Lead	7439921	NA	NA	1	Unknown	1965 to 1972	R
Parcel 6	I-D-1	AST-3B	Molybdenum	7439987	NA	NA	NA	Unknown	1965 to 1972	R
Parcel 6	I-D-1	AST-3B	Acetone	67641	2-propanone	U002	1	Unknown	1965 to 1972	R
Parcel 6	I-D-1	AST-3B	Toluene	108883	Methylbenzene	U220	1,000	Unknown	1965 to 1972	R
Parcel 6	I-D-1	AST-3B	Phenanthrene	85018	NA	NA	1	Unknown	1965 to 1972	R
Parcel 6	I-D-1	--	Pesticides, unknown type	NA	NA	NA	NA	Unknown	Before 1942 to approx. 1996	R
Parcel 7	I-D-1	MGR-1	*PR/VSI indicated grease rack was never used, no evidence of any release.*	NA	NA	NA	NA	NA	1988 to 1999	NA
Parcel 7	I-D-1	MWA-1	Diesel	NA	NA	NA	NA	Unknown	1988 to 1999	R
Parcel 7	I-D-1	MWA-1	Lead	7439921	NA	NA	1	Unknown	1988 to 1999	R
Parcel 7	I-D-1	MWA-1	Acetone	67641	2-propanone	U002	1	Unknown	1988 to 1999	R

Exhibit B

Hazardous Substances Notification

Deed D

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 7	I-D-1	MWA-1	Methylene chloride	75092	Dichloromethane	U080	1	Unknown	1988 to 1999	R
Parcel 7	I-D-1	MWA-1	4,4'-DDD	72548	DDD, TDE, 1,1'(2,2-dichloroethylidene)bis[2-chlorobenzene]	U060	1	Unknown	1988 to 1999	R
Parcel 7	I-D-1	MWA-1	4,4'-DDE	72559	DDE	NA	1	Unknown	1988 to 1999	R
Parcel 7	I-D-1	MWA-1	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	1988 to 1999	R
Parcel 7	I-D-1	MWA-1	alpha-Chlordane	57749	Chlordane, Chlordane (technical mixture and metabolites)	U036	1	Unknown	1988 to 1999	R
Parcel 7	I-D-1	MWA-1	Dieldrin	60571	2,7:3,6-dimethanonaphth[2,3-b]oxirene, 3,4,5,6,9,9-hexachloro-1a,2,2a,3,6,6a,7,7a octahydro-, (1aalpha, 2beta, 2aalpha, 3beta, 6beta, 6aalpha, 7beta, 7aalpha)-	P037	1	Unknown	1988 to 1999	R
Parcel 7	I-D-1	MWA-1	gamma-Chlordane	57749	Chlordane, Chlordane (technical mixture and metabolites)	U036	1	Unknown	1988 to 1999	R
Parcel 7	I-D-1	MWA-1	Waste oil	NA	NA	NA	NA	Unknown	1988 to 1999	D
Parcel 7	I-D-1	MWA-1	Solvents	NA	NA	NA	NA	Unknown	1988 to 1999	D
Parcel 7	I-D-1	MWA-1	Detergents	NA	NA	NA	NA	Unknown	1988 to 1999	D
Parcel 7	I-D-1	ST-2	Hydraulic fluids	NA	NA	NA	NA	Unknown	1970 to 1997	S
Parcel 7	I-D-1	ST-2	Ethylene glycol	107211	NA	NA	1	Unknown	1970 to 1997	S
Parcel 7	I-D-1	ST-2	Grease	NA	NA	NA	NA	Unknown	1970 to 1997	S
Parcel 7	I-D-1	ST-2	Waste oil	NA	NA	NA	NA	Unknown	1970 to 1997	S
Parcel 7	I-D-1	ST-2	Degreaser	NA	NA	NA	NA	Unknown	1970 to 1997	S
Parcel 7	I-D-1	ST-2	Solvents	NA	NA	NA	NA	Unknown	1970 to 1997	S
Parcel 7	I-D-1	ST-2	*PR/VSI indicated no visible/reported releases identified.*	NA	NA	NA	NA	NA	1970 to 1997	NA
Parcel 7	I-D-1	TOW-1	Waste oil	NA	NA	NA	NA	Unknown	1987 to 1999	S
Parcel 7	I-D-1	TOW-1	Solvents	NA	NA	NA	NA	Unknown	1987 to 1999	S
Parcel 7	I-D-1	TOW-1	Fuels	NA	NA	NA	NA	Unknown	1987 to 1999	S
Parcel 7	I-D-1	TOW-1	Detergents	NA	NA	NA	NA	Unknown	1987 to 1999	S
Parcel 7	I-D-1	TOW-1	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	NA	1987 to 1999	NA
Parcel 7	I-D-1	UST-530B	Mercury	7439976	NA	U151	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Acetone	67641	2-propanone	U002	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	2,4-dimethylphenol	105679	NA	U101	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Ethylbenzene	100414	NA	NA	1,000	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Methylene chloride	75092	Dichloromethane	U080	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	2-methylnaphthalene	NA	NA	NA	NA	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Methyl-tert-butyl ether	1634044	MTBE	NA	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Xylenes	1330207	Dimethylbenzene	U239	1,000	Unknown	1988 to 1998	R

Exhibit B

Hazardous Substances Notification

Deed D

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 7	I-D-1	UST-530B	Bis(2-ethylhexyl)phthalate	117817	Diethylhexyl phthalate, [bis(2-ethylhexyl)] ester, 1,2- benzenedicarboxylic acid,	U028	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Diethyl phthalate	84662	1,2-benzenedicarboxylic acid, diethyl ester	U088	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Fluorene	86737	NA	NA	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Naphthalene	91203	NA	U165	5,000	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Nitrobenzene	98953	NA	U169	1,000	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	N-nitrosodiphenylamine	86306	NA	NA	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Phenanthrene	85018	NA	NA	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	4,4'-DDE	72559	DDE	NA	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	alpha-BHC	319846	NA	NA	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	delta-BHC	319868	NA	NA	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	alpha-Chlordane	57749	Chlordane, Chlordane (technical mixture and metabolites)	U036	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	gamma-Chlordane	57749	Chlordane, Chlordane (technical mixture and metabolites)	U036	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Dieldrin	60571	2,7:3,6-dimethanonaphth[2,3-b]oxirene, 3,4,5,6,9,9-hexachloro-1a,2,2a,3,6,6a,7,7a octahydro-, (1aalpha, 2beta, 2aalpha, 3beta, 6beta, 6aalpha, 7beta, 7aalpha)-	P037	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Endrin aldehyde	7421934	NA	NA	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Heptachlor epoxide	1024573	NA	NA	1	Unknown	1988 to 1998	R
Parcel 7	I-D-1	UST-530B	Arochlor-1260	11096825	Arochlors, PCBs	NA	10	Unknown	1988 to 1998	R
Parcel 8	I-D-3, I-D-4	MAW-6	*Agricultural well - no contamination*	NA	NA	NA	NA	NA	NA	NA
Parcel 8	I-D-3, I-D-4	MFL-1B	JP-5	NA	NA	NA	NA	Unknown	1964 to 1997	S
Parcel 8	I-D-3, I-D-4	MMS-2 G-L	Fuel	NA	NA	NA	NA	Unknown	1988	R
Parcel 8	I-D-3, I-D-4	ST-68 D,E,F	*PR/VSI indicated no hazardous waste storage and no visible evidence of a release.*	NA	NA	NA	NA	NA	NA	NA
Parcel 8	I-D-3, I-D-4	--	Pesticides, unknown type	NA	NA	NA	NA	Unknown	Before 1942 to approx. 1996	R
Parcel 12	I-D-4	AMS-3	*Aerial photo feature. Addendum to PR/VSI indicated no visible/reported releases, no hazardous waste storage*	NA	NA	NA	NA	NA	1953	NA
Parcel 12	I-D-4	AST-568 (SAT-13)	Noncombustible waste	NA	NA	NA	NA	Unknown	???? to 1999	S
Parcel 12	I-D-4	DSD-3	Arsenic	7440382	NA	NA	NA	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Cadmium	7440439	NA	NA	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Chromium	7440473	NA	NA	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Lead	7439921	NA	NA	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Molybdenum	7439987	NA	NA	NA	Unknown	???? to 1985	R

Exhibit B

Hazardous Substances Notification

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Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 12	I-D-4	DSD-3	Acetone	67641	2-propanone	U002	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Carbon disulfide	75150	NA	P022	5,000	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Methylene chloride	75092	Dichloromethane	U080	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Methyl ethyl ketone	78933	2-butanone, MEK	U159	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Toluene	108883	Methyl benzene	U220	1,000	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Acenaphthene	83329	NA	NA	NA	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Anthracene	120127	NA	NA	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Benzo(k)fluoranthene	207089	NA	NA	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Benzo(g,h,i)perylene	191242	NA	NA	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Chrysene	218019	1,2-benzphenathrene	U050	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Dibenzo(a,h)anthracene	53703	Dibenz(a,h)anthracene, 2:5,6-dibenzanthracene	U063	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Fluoranthene	206440	Benzo(j,k)fluorene	U120	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Fluorene	86737	NA	NA	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Indeno(1,2,3-cd)pyrene	193395	1,10-(1,2-phenylene)pyrene	U137	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Phenanthrene	85018	NA	NA	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Pyrene	129000	NA	NA	1	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Dimethyl sulfide	NA	NA	NA	NA	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Methyl Disulfide	NA	NA	NA	NA	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Arochlor-1260	11096825	Arochlors, PCBs	NA	10	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Total Recoverable Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	???? to 1985	R
Parcel 12	I-D-4	DSD-3	Waste oil	NA	NA	NA	NA	Unknown	???? to 1985	D
Parcel 12	I-D-4	DSD-3	JP-5	NA	NA	NA	NA	Unknown	???? to 1985	D
Parcel 12	I-D-4	DSD-3	Hydraulic fluids	NA	NA	NA	NA	Unknown	???? to 1985	D
Parcel 12	I-D-4	MAE-2	Paints (polyurethane-based)	NA	NA	NA	NA	Unknown	1991 to 1999	R
Parcel 12	I-D-4	MAE-7	Helicopter engine exhaust	NA	NA	NA	NA	Unknown	???? to 1999	D
Parcel 12	I-D-4	MWA-10	Waste oil	NA	NA	NA	NA	Unknown	???? to 1999	D
Parcel 12	I-D-4	MWA-10	Detergents	NA	NA	NA	NA	Unknown	???? to 1999	D
Parcel 12	I-D-4	MWA-10	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	NA	???? to 1999	NA
Parcel 12	I-D-4	MWA-11	Waste oil	NA	NA	NA	NA	Unknown	???? to 1999	D
Parcel 12	I-D-4	MWA-11	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	NA	???? to 1999	NA
Parcel 12	I-D-4	ST-11A	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1991 to 1995	R
Parcel 12	I-D-4	ST-11A	Mercury	7439976	NA	U151	1	Unknown	1991 to 1995	R
Parcel 12	I-D-4	ST-11A	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1991 to 1995	R
Parcel 12	I-D-4	ST-11A	Petroleum oil	NA	NA	NA	NA	Unknown	1991 to 1995	S

Exhibit B

Hazardous Substances Notification

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Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 12	I-D-4	ST-11A	Lubricant oil	NA	NA	NA	NA	Unknown	1991 to 1995	S
Parcel 12	I-D-4	ST-11A	Batteries	NA	NA	NA	NA	Unknown	1991 to 1995	S
Parcel 12	I-D-4	ST-11A	Cleaning solvents	NA	NA	NA	NA	Unknown	1991 to 1995	S
Parcel 12	I-D-4	ST-11B	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	???? to 1991	R
Parcel 12	I-D-4	ST-11B	Petroleum oil	NA	NA	NA	NA	Unknown	???? to 1991	S
Parcel 12	I-D-4	ST-11B	Lubricant oil	NA	NA	NA	NA	Unknown	???? to 1991	S
Parcel 12	I-D-4	ST-11B	Batteries	NA	NA	NA	NA	Unknown	???? to 1991	S
Parcel 12	I-D-4	ST-11B	Cleaning solvents	NA	NA	NA	NA	Unknown	???? to 1991	S
Parcel 12	I-D-4	ST-28B	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Mercury	7439976	NA	U151	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	4,4'-DDE	72559	DDE	NA	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Anthracene	120127	NA	NA	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Benzo(g,h,I)perylene	191242	NA	NA	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Carbazole					Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Chrysene	218019	1,2-benzphenathrene	U050	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Fluoranthene	206440	Benzo(j,j)fluorene	U120	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Fluorene	86737	NA	NA	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Indeno(1,2,3-cd)pyrene	193395	1,10-(1,2-phenylene)pyrene	U137	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Phenanthrene	85018	NA	NA	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Pyrene	129000	NA	NA	1	Unknown	1989 to 1995	R
Parcel 12	I-D-4	ST-28B	Fuel oil	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 12	I-D-4	ST-28B	Hydraulic fluids	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 12	I-D-4	ST-28B	Combustible liquids	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 12	I-D-4	ST-34A	Methyl ethyl ketone	78933	2-butanone, MEK	U159	1	Unknown	1991 to 1999	S
Parcel 12	I-D-4	ST-34A	Toluene	108883	Methyl benzene	U220	1,000	Unknown	1991 to 1999	S
Parcel 12	I-D-4	ST-34A	Synthetic hydraulic fluids	NA	NA	NA	NA	Unknown	1991 to 1999	S
Parcel 12	I-D-4	ST-34A	Corrosion-preventative compounds	NA	NA	NA	NA	Unknown	1991 to 1999	S
Parcel 12	I-D-4	ST-34A	Adhesives	NA	NA	NA	NA	Unknown	1991 to 1999	S
Parcel 12	I-D-4	ST-34A	Flammable liquids	NA	NA	NA	NA	Unknown	1991 to 1999	S
Parcel 12	I-D-4	ST-34A	Dessicant poison	NA	NA	NA	NA	Unknown	1991 to 1999	S
Parcel 12	I-D-4	ST-34A	*PR/VSI indicated no visible/reported releases identified.*	NA	NA	NA	NA	NA	1991 to 1999	NA
Parcel 12	I-D-4	ST-34B	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	???? To 1991	R
Parcel 12	I-D-4	ST-34B	Mercury	7439976	NA	U151	1	Unknown	???? To 1991	R
Parcel 12	I-D-4	ST-34B	Acetone	67641	2-propanone	U002	1	Unknown	???? To 1991	R
Parcel 12	I-D-4	ST-34B	Xylenes	1330207	Dimethylbenzene	U239	1,000	Unknown	???? To 1991	R
Parcel 12	I-D-4	ST-34B	Hydraulic fluids	NA	NA	NA	NA	Unknown	???? To 1991	S

Exhibit B

Hazardous Substances Notification

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Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 12	I-D-4	ST-34B	Various chemicals	NA	NA	NA	NA	Unknown	???? To 1991	S
Parcel 12	I-D-4	ST-69	*PR/VSI indicated no hazardous waste storage and no visible/reported releases identified.*	NA	NA	NA	NA	NA	NA	NA
Parcel 12	I-D-4	ST-74	*Storage unit identified in CERFA EBS, but field invest. Indicated no such unit*	NA	NA	NA	NA	NA	NA	NA
Parcel 12	I-D-4	TOW-10	Waste oil	NA	NA	NA	NA	Unknown	1987 to 1999	S
Parcel 12	I-D-4	TOW-10	Detergents	NA	NA	NA	NA	Unknown	1987 to 1999	S
Parcel 12	I-D-4	TOW-10	*PR/VSI indicated no visible or reported releases identified.*	NA	NA	NA	NA	NA	1987 to 1999	NA
Parcel 12	I-D-4	TOW-9 A	Test cell cooling water	NA	NA	NA	NA	Unknown	1985 to 1999	S
Parcel 12	I-D-4	TOW-9 A	Waste oil	NA	NA	NA	NA	Unknown	1985 to 1999	S
Parcel 12	I-D-4	TOW-9 A	Cleaners	NA	NA	NA	NA	Unknown	1985 to 1999	S
Parcel 12	I-D-4	TOW-9 A	Fuels	NA	NA	NA	NA	Unknown	1985 to 1999	S
Parcel 12	I-D-4	TOW-9 B	Test cell cooling water	NA	NA	NA	NA	Unknown	1985 to 1999	S
Parcel 12	I-D-4	TOW-9 B	Waste oil	NA	NA	NA	NA	Unknown	1985 to 1999	S
Parcel 12	I-D-4	TOW-9 B	Cleaners	NA	NA	NA	NA	Unknown	1985 to 1999	S
Parcel 12	I-D-4	TOW-9 B	Fuels	NA	NA	NA	NA	Unknown	1985 to 1999	S
Parcel 12	I-D-4	TOW-9 C	Test cell cooling water	NA	NA	NA	NA	Unknown	1985 to 1999	S
Parcel 12	I-D-4	TOW-9 C	Waste oil	NA	NA	NA	NA	Unknown	1985 to 1999	S
Parcel 12	I-D-4	TOW-9 C	Cleaners	NA	NA	NA	NA	Unknown	1985 to 1999	S
Parcel 12	I-D-4	TOW-9 C	Fuels	NA	NA	NA	NA	Unknown	1985 to 1999	S
Parcel 14	I-D-3, I-D-4	MWA-19	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	NA	1986 to 1999	NA
Parcel 14	I-D-3, I-D-4	TOW-17	Waste oil	NA	NA	NA	NA	Unknown	1986 to 1999	S
Parcel 14	I-D-3, I-D-4	TOW-17	Detergents	NA	NA	NA	NA	Unknown	1986 to 1999	S
Parcel 14	I-D-3, I-D-4	TOW-17	*PR/VSI indicated no visible or reported releases identified.*	NA	NA	NA	NA	NA	1986 to 1999	NA
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	MWA-6	Waste oil	NA	NA	NA	NA	Unknown	1950s to 1996	D
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Mercury	7439976	NA	U151	1	Unknown	1989 to 1994	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Methylene chloride	75092	Dichloromethane	U080	1	Unknown	1989 to 1994	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Acenaphthylene	208968	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Anthracene	120127	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	1989 to 1994	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1989 to 1994	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1989 to 1994	R

Exhibit B

Hazardous Substances Notification

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Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Benzo(g,h,I)perylene	191242	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Dibenzo(a,h)anthracene	53703	Dibenz(a,h)anthracene, 2:5,6-dibenzanthracene	U063	1	Unknown	1989 to 1994	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Indeno(1,2,3-c,d)pyrene	193395	1,10-(1,2-phenylene)pyrene	U137	1	Unknown	1989 to 1994	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	JP-5	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Hydraulic fluids	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Freon	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Polyurethane	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-29	Speedy-Dry adsorbent	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1990 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	Mercury	7439976	NA	U151	1	Unknown	1990 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	4,4'-DDD	72548	DDD, DDE, 1,1'(2,2-dichloroethylidene)bis[2-chlorobenzene]	U060	1	Unknown	1990 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	4,4'-DDE	72559	DDE	NA	1	Unknown	1990 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	1990 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	Xylenes	1330207	Dimethylbenzene	U239	1,000	Unknown	1990 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1990 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1990 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	Bis(2-ethylhexyl)phthalate	117817	Diethylhexyl phthalate, [bis(2-ethylhexyl)] ester, 1,2-benzenedicarboxylic acid,	U028	1	Unknown	1990 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	Transmission oil	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	Grease	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	Isopropyl alcohol	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	Lubricant oil	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	Propellant propane	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-30	Corrosion-preventative oil	NA	NA	NA	NA	Unknown	1990 to 1995	S

Exhibit B

Hazardous Substances Notification

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Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-32A, B, C	aircraft cleaning compound	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-32A, B, C	engine gas	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-32A, B, C	path cleaner	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-32A, B, C	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	Unknown	???? To 1995	NA
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Mercury	7439976	NA	U151	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	4,4'-DDE	72559	DDE	NA	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Acenaphthylene	208968	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Anthracene	120127	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Benzo(g,h,I)perylene	191242	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Chrysene	218019	1,2-benzphenathrene	U050	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Dibenzo(a,h)anthracene	53703	Dibenz(a,h)anthracene, 2:5,6-dibenzanthracene	U063	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Fluoranthene	206440	Benzo(j,j)fluorene	U120	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Indeno(1,2,3-cd)pyrene	193395	1,10-(1,2-phenylene)pyrene	U137	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Phenanthrene	85018	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Pyrene	129000	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	JP-5	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Hydraulic fluids	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	ST-33	Speedy-Dry adsorbent	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	TOW-7	Waste oil	NA	NA	NA	NA	Unknown	1989 to 1997	S

Exhibit B

Hazardous Substances Notification

Deed D

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	TOW-7	Detergent	NA	NA	NA	NA	Unknown	1989 to 1997	S
Parcel 40	I-D-1, I-D-2, I-D-3, I-D-4, I-D-12, I-D-13	TOW-7	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	Unknown	1989 to 1997	S

Notes:

[a]Parcel number corresponds to the MCAS Tustin Reuse Plan Disposal Site number

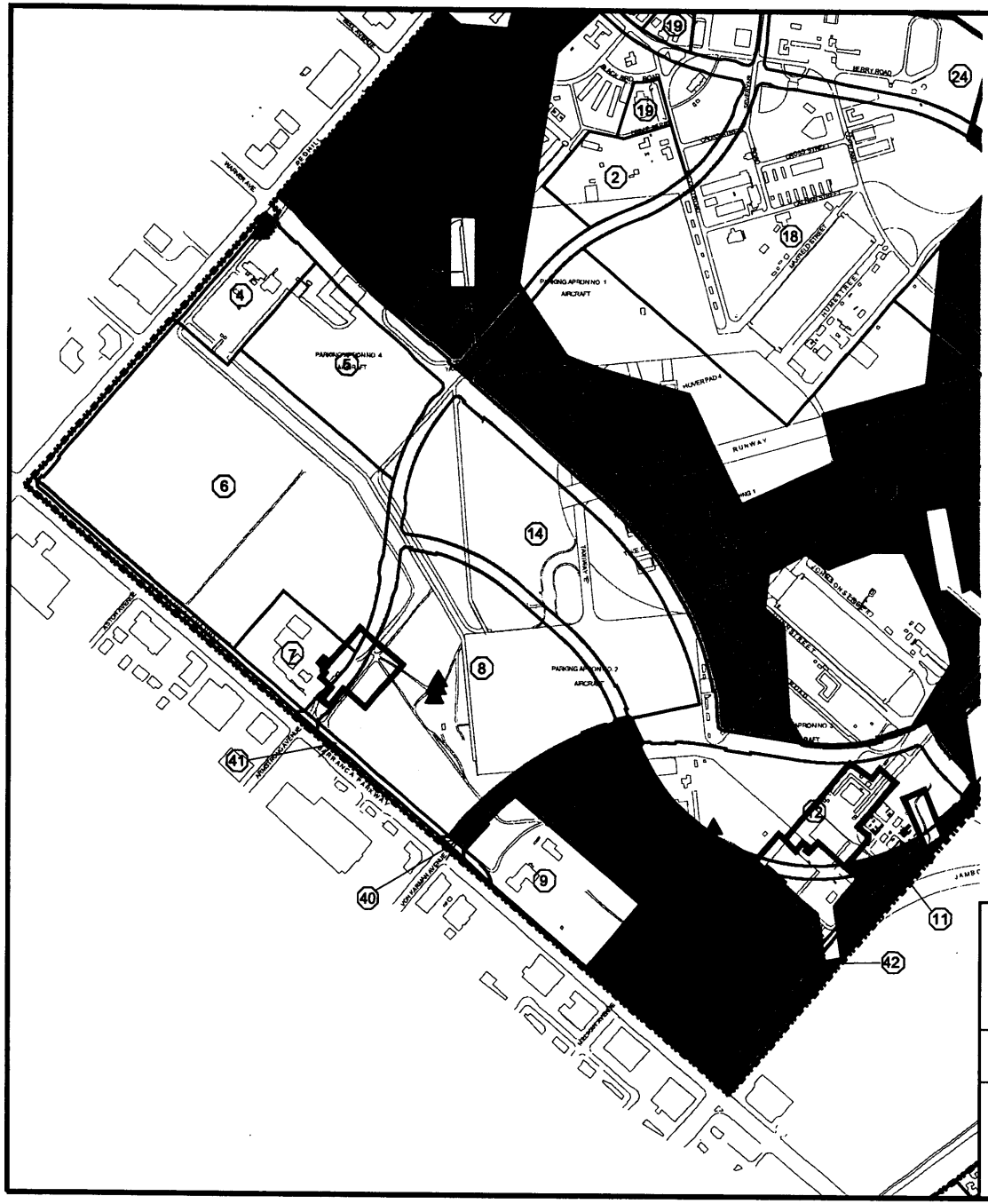
[b]This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4

[c]NA - The reported substance is not listed on the 40 CFR 302.4 table and therefore has no corresponding reportable quantity

Reference: FOST dated 28 September 2001

Acronyms/Abbreviations:

AD - air photo, possible disposal
AOC - area of concern
AMS - aerial photograph, miscellaneous, stain, possible spill
AST - aboveground storage tank
CAS - Chemical Abstracts Services
CFR - code of federal register
DSD - disposal, storm drain
DDD - Dichlorodiphenyldichlorethane
DDE - Dichlorodiphenyldichloroethene
DDT - Dichlorodiphenyltrichloroethane
EBS - Environmental Baseline Survey
JP-5 - Jet fuel
MAE - miscellaneous, air emission
MAW - miscellaneous, abandoned well
MCAS - Marine Corps Air Station
MEK - Methyl ethyl ketone
MFL - miscellaneous, fuel line
MGR - miscellaneous, grease rack
MMS - miscellaneous, major spill
MTBE - methyl tertiary butyl ether
MWA - miscellaneous, wash area
NA - Not available
PCB - Polychlorinated biphenyls
PR/VSI - preliminary review/visual site inspection
RCRA - Resource Conservation and Recovery Act
SAT - storage, aboveground tank
ST - storage, temporary
TOW - treatment, oil/water separator
UST - underground storage tank



LEGEND

- MONITORING WELLS DECOMMISSIONING TBD
- MONITORING WELLS TO BE DECOMMISSIONED BY 15 JUNE 2002
- SURFACE WATER GUAGING LOCATIONS
- GOVERNMENT PROPERTY LINE
- ROAD
- BUILDING OR STRUCTURE
- PARCEL BOUNDARY
- 27 PARCEL NUMBER
- CARVE-OUT AREA

PARCEL DEEDS

- DEED C
- DEED D
- DEED E
- DEED F
- DEED G
- DEED H

N

1200 0 1200 Feet

Deed D - Exhibit C

Marine Corps Air Station Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 5/9/02
File No.: 187L8829
Job No.: 22214-187
Rev No.: B

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

EXECUTION VERSION 5/10/02

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED E AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471

This **DEED** is made this day of 2002, by the **UNITED STATES OF AMERICA,** acting by and through the Department of the Navy, (the "GRANTOR") in favor of the **CITY OF TUSTIN, CALIFORNIA** the recognized local redevelopment authority for Marine Corps Air Station Tustin (the "GRANTEE"),

RECITALS:

WHEREAS

A. The GRANTEE has requested conveyance from the GRANTOR of a portion of the former Marine Corps Air Station Tustin, ("MCAS Tustin") which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L. No. 101-510; "Base Closure Act") and which is no longer required for military purposes; and

B. The GRANTOR is authorized to convey property at MCAS Tustin to the GRANTEE pursuant to the Base Closure Act; and

C. The GRANTOR has completed remedial actions on the property at MCAS Tustin to be conveyed to GRANTEE that are necessary to provide the covenant required by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I); and

D. The GRANTOR has found and determined that the property at MCAS Tustin to be conveyed to GRANTEE is suitable for transfer pursuant to Finding of Suitability for Transfer ("FOST") dated April 22, 2002; and

E. The GRANTOR and the GRANTEE have entered into the Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin (the "Agreement"), which sets forth the terms and conditions of the conveyance of portions of MCAS Tustin from the GRANTOR to the GRANTEE; and

F. Pursuant to California Civil Code §1471, GRANTOR has determined that it is reasonably necessary to impose certain restrictions on the use of the Property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the Property described hereinafter with particularity.

NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property, comprising approximately 62 acres, more or less (hereinafter "Property"), as more particularly described as Parcel Parcels I-E-1, I-E-2, I-E-3, I-E-4, I-E-5, and I-E-6 in Exhibit "A."

1. TOGETHER WITH:

1.1. All buildings, facilities, roadways, rail lines, and other infrastructure, including the entire MCAS Tustin storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Property,

1.2 All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto,

1.3 All rights to minerals, gas, oil, and water.

2. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity:

2.1 The GRANTEE agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record.

2.2 A FOST has been completed and an Environmental Baseline Survey ("EBS") report is referenced in the FOST. The FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. GRANTEE acknowledges that it has received copies of the EBS and the FOST and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

2.3 Except as otherwise provided herein, or as otherwise provided by law, 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" and "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. Except for the environmental remediation which may be required to be undertaken by GRANTOR pursuant to paragraph 2.6 below, 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.

2.4 **Asbestos Containing Material**

2.4.1. GRANTEE is hereby informed and does hereby acknowledge that hazardous materials in the form of asbestos or asbestos-containing materials ("ACM") have been found and are otherwise presumed to exist in Buildings/Structures 5, 172, and 213 on the Property. The EBS and FOST disclose the presence of known asbestos or ACM hazards in such buildings and structures on the Property.

2.4.2. GRANTEE covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit occupancy and use of buildings and structures, or portions thereof, containing known asbestos or ACM hazards prior to abatement of such hazards. In connection with its use and occupancy of the Property, including, but not limited to, demolition of buildings and structures containing asbestos or ACM, it will comply with all applicable federal, state and local laws relating to asbestos and ACM.

2.4.3 ACM surveys have not been conducted for Buildings/Structures, 246, 249, 524, 526, 561 574, and 602 on Parcel I-E-1; 245, 538, 549, and 573 on Parcel I-E-2; and 516 on Parcel I-E-4 and Parcel I-E-5. GRANTEE shall prohibit occupancy and use of those buildings and structures and portions thereof until ACM surveys have been conducted by GRANTEE or its successors and assigns, and any necessary abatement required under applicable federal, state and local laws relating to asbestos and ACM has been completed by GRANTEE or its successors and assigns.

2.4.4. The GRANTOR shall provide a notice of release, in recordable form, to the GRANTEE at such time as demolition of the buildings on the Property containing ACM has been completed and the appropriate government regulatory agency(s) have confirmed in writing

to the GRANTEE that ACM has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This notice of release shall be deemed to remove all notices and restrictions relating to ACM from the Property. The GRANTOR shall have no obligation under this subparagraph for the demolition of buildings or the removal of ACM or soil remediation related to such demolition or removal action.

2.5 **Lead Based Paint (LBP).**

2.5.1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. Buildings 5, 132, 172, 177, 184, 213, and 218 are restricted from residential use and children are not allowed to occupy the buildings. When these buildings are demolished, Grantee or its successors and assigns, will be required to demolish the buildings in accordance with applicable laws and conduct post-demolition sampling and abatement of any soil-lead hazards related to the demolition prior to occupation of any newly constructed buildings. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Pursuant to 40 CFR Section 745.113 the following notice is provided; "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

2.5.2. The GRANTEE hereby acknowledges the required disclosure of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978 in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X). The GRANTEE acknowledges the receipt of available records and reports pertaining to LBP and/or LBP hazards and receipt of the Environmental Protection Agency (EPA) approved pamphlet "Protect Your Family from Lead in Your Home" (EPA 747-K-94-001). Furthermore, the GRANTEE acknowledges that it has read and understood the EPA pamphlet.

2.5.3. 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 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.

2.5.4. 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, arising after the conveyance of the Property from the GRANTOR to the GRANTEE, whether the GRANTEE has properly warned, or failed to properly warn, the persons injured.

2.5.5. The GRANTOR shall provide a notice of release, in recordable form, to the GRANTEE at such time as demolition of the buildings on the Property containing LBP has been completed and the appropriate government regulatory agency(s) have confirmed in writing to the GRANTEE that LBP has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This Notice of Release shall be deemed to remove all notices and restrictions relating to LBP from the Property. The GRANTOR shall have no obligation under this subparagraph for the demolition of buildings or the removal of LBP or soil remediation related to such demolition or removal action.

2.6. **Notices And Covenants:**

2.6.1. **Notices: Hazardous Substance Notification.** Pursuant to 42 U.S.C. § 9620(h)(3)(A), and the provisions of 40 C.F.R. part 373, the Grantor hereby gives notice that hazardous substances were stored for one year or more, released or disposed of on the Property. The information contained in this notice is required by regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund"), 42 U.S.C. § 9620(h). The Grantor has made a complete search of its files and records concerning the Property. Based on that search, the type and quantity of such hazardous substances, the time at which such storage, release or disposal took place, to the extent such information is available, and a description of the remedial action taken, if any, is contained in Exhibit "B."

2.6.2. **Grant of Covenant [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I)].** The GRANTOR covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of transfer.

2.6.3. **Additional Remediation Obligation [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(II)].** The GRANTOR covenants and warrants that GRANTOR shall conduct any additional remedial action found to be necessary after the date of transfer for any hazardous substance existing on the Property prior to the date of this Deed. This covenant shall not apply to the extent that the GRANTEE caused or contributed to any release or threatened release of any hazardous substance, pollutant, or contaminant.

2.6.4. **Access [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(iii)].** In connection with GRANTOR's covenant in 2.6.3 above and in connection with ongoing remediation on GRANTOR's property adjacent to the Property, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that GRANTOR, or its officers, agents, employees, contractors and subcontractors, shall have the right, upon reasonable notice to GRANTEE, to enter upon the Property in any case in which a response or corrective action is found to be necessary at such property after the date of this deed, or such access is necessary to carry out a response action or corrective action on adjoining property. Neither GRANTEE, nor its successors and assigns, shall have any claim on account of such entries against the United States or any of its officers, agents, employees, contractors or subcontractors. The right to enter shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary, including, but not limited to monitoring wells, pumping wells, treatment facilities, and the installation of associated utilities. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, the GRANTOR (1) shall give the GRANTEE reasonable notice of any action to be taken related to such remedial or corrective actions on the Property, and (2) make reasonable efforts to minimize interference with the on-going use of the Property. Furthermore, the GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between the necessary environmental investigation and remediation activities and the GRANTEE's use of the Property. Any inspection, survey, investigation or other response, corrective or remedial action undertaken by GRANTOR will, to the maximum extent practical, be coordinated with representatives designated by the GRANTEE.

In connection with GRANTOR's remedial actions described above, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any such action.

2.7. **Environmental Restriction.**

2.7.1. The following environmental covenants, conditions, and restrictions (hereinafter "environmental restrictions") regarding the use of the Property have been determined by the GRANTOR to be reasonably necessary to protect present or future human health or safety or the environment as provided by CERCLA and California Civil Code Section

1471. The environmental restrictions made and accepted herein by GRANTEE shall be for the benefit of and enforceable by the GRANTOR herein as provided under Civil Code Section 1471 and applicable Federal statutes and regulations, shall run with the land, and shall be binding on the GRANTEE, its successors and assigns. GRANTOR has installed monitoring and pumping wells, together with associated monitoring and other equipment on the Property. The approximate location of those wells and associated equipment is shown on Exhibit "C." GRANTEE, its successors and assigns, shall not alter, disturb or remove said wells or equipment without the prior written approval of GRANTOR, United States Environmental Protection Agency, California Department of Toxic Substance Control, and Regional Water Quality Board, Santa Ana Region (collectively "Cognizant Regulatory Agencies").

2.7.2. These environmental restrictions may be released at such time as the GRANTOR and the Cognizant Regulatory Agencies have determined that the restricted Property is protective of present or future human health or safety of the environment for the use that was formerly prohibited. Upon receipt of such written confirmation, the GRANTOR shall deliver to the GRANTEE in recordable form, a release (the "Release") relating specifically to the environmental use restrictions set forth in this deed. The execution of the Release by the GRANTOR shall remove all notices and restrictions relating to the remedy addressed by the restrictions from the title to the Property.

2.8. **Indemnification Regarding Transferees.** The GRANTOR hereby recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. 102-484), as amended, regarding indemnification of transferees of closing Department of Defense property.

2.9. **Non-Discrimination**. GRANTEE covenants for itself, its successors and assigns, that it will comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property. The foregoing shall not be construed to prohibit the operation of federal or state approved programs focusing on the special needs of the homeless, veterans, victims of domestic violence and other classes of persons at risk; nor shall it be construed to prohibit employment practices not otherwise prohibited by law. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

3. **NO HAZARD TO AIR NAVIGATION:** GRANTEE covenants for itself, its successors and assigns, that in connection with any construction or alteration on the Property, it will obtain a determination of no hazard to air navigation from the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

4. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth herein are a binding servitude on the Property, shall inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code sections 1462 and 1471 and other applicable authority.

5. EASEMENTS:

5.1 GRANTOR, for itself and for its successors and assigns, hereby reserves an assignable non-exclusive Easement for ingress and egress on, over, or across Moffet Drive as it is located on Parcel I-E-5 ("Roadway") as of the date of this conveyance for use by GRANTOR's employees, contractors, delivery services, vendors, maintenance personnel and ancillary service providers for purposes of access to the following properties which remain in the ownership of the GRANTOR as of the effective date of this Deed ("Remaining Lands"): Disposal Sites 23 and 24 identified in "MCAS Tustin Reuse Plan/Specific Plan" dated October 1996 and amended by Errata of September 1998 ("Reuse Plan").

5.2 The rights of the GRANTOR and its successors and assigns, under this Easement include an assignable right to install, maintain, operate, replace and repair new utility distribution systems not owned by utility service providers across Parcel I-E-5 to the following Remaining Lands: Disposal Sites 23 and 24 identified in "MCAS Tustin Reuse Plan/Specific Plan" dated October 1996 and amended by Errata of September 1998 (the "Reuse Plan").

5.3 To the extent one or more of the Roadway(s) described above are abandoned or otherwise cease to provide access to the Remaining Lands after the date of this conveyance, and said access continues to be required, said Easement shall be on, across, and over such other improved or unimproved roads provided by the GRANTEE, or its successor and assigns, that provide equivalent access to the Remaining Lands. In the event GRANTOR determines that access to the Remaining Lands is no longer required by GRANTOR, or is available on, across, and over other public road(s) open to public use for which access is not restricted or controlled for all members of the public, said Easement shall automatically terminate.

6. NOTICES: Notices shall be deemed sufficient under this Agreement if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure set forth herein by the intended recipient of such notice):

If to the City: City of Tustin
300 Centennial Way
Tustin, California 92780
Attn: City Manager

	Christine Shingleton Assistant City Manager City of Tustin 300 Centennial Way Tustin, California 92780
With a copy to:	George R. Schlossberg, Esq. Kutak Rock LLP 1101 Connecticut Avenue, N.W. Suite 1000 Washington, DC 20036
If to Government:	Commanding Officer Southwest Division Engineering Field Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5189
With a copy to:	Navy BRAC Operations Office Attention BCM Tustin Southwest Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5190

7. LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this Quitclaim Deed:

7.1 Exhibit "A" - Legal Descriptions and Plats of the Property.
7.2 Exhibit "B" - CERCLA Notice pertaining to Property.
7.3 Exhibit "C" - Location of Monitoring and Pumping Wells.

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Quitclaim Deed and receipt of the documents described herein, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

Parcel I-E-1

(Portion of Reuse Plan Disposition Site 1)

In the City of Tustin, County of Orange, State of California, being a portion of Block 10 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Surveys, all of records of said County, described as follows:

For the purpose of this description the following two Control Lines are hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°37'39" East between Valencia Avenue and Warner Avenue for the purpose of this description; thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 05°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 87.02 feet through a central angle of 03°33'41" to a point hereinafter to be referred to as Point "**AA**"; thence continuing along said curve 47.38 feet through a central angle of 01°56'20"; thence South 49°19'54" East 424.17 feet to a point hereinafter to be referred to as Point "**BB**"; thence continuing South 49°19'54" East 162.79 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to its intersection with Control Line "**B**".

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Control Line "B"

Beginning at its intersection with Control Line "**A**"; thence South 15°38'31" West 74.21 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southwesterly along said curve 828.03 feet through a central angle of 33°53'13" to a point hereinafter to be referred to as Point "**D**"; thence continuing southwesterly along said curve 441.51 feet through a central angle of 18°04'06"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly along said curve 694.50 feet through a central angle of 28°25'19"; thence South 39°10'31" West 893.39 feet to a point hereinafter to be referred to as Point "**N**"; thence continuing South 39°10'31" West 269.80 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of 32°59'59"; thence South 6°10'32" West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 842.94 feet through a central angle of 34°29'48"; thence South 40°40'20" West 437.45 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

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Beginning at the hereinabove described **Point "AA"**; thence leaving said Control Line "**A**", South 40°29'44" West 68.25 feet to the **True Point Of Beginning**; thence South 47°19'39" East 44.34 feet; thence North 85°40'06" East 24.04 feet to a line that is parallel with and 52.00 feet southwesterly of said Control Line "**A**"; thence along

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said parallel line, South 49°19'54" East 9.97 feet to the beginning of a curve concave northeasterly having a radius of 3108.59 feet; thence, leaving said parallel line southeasterly along said curve 124.83 feet through a central angle of 2°18'05" to the beginning of a reverse curve concave southwesterly having a radius of 3092.59 feet, a radial line to said beginning bears North 38°22'01" East; thence southeasterly along said curve 124.22 feet through a central angle of 2°18'05" to a line that is parallel with and 47.00 feet, southwesterly of said Control Line "A"; thence along said parallel line South 49°19'54" East 313.83 feet to the beginning of a curve concave northeasterly having a radius of 1447.04 feet being concentric with and 47.00 feet southwesterly of said Control Line "A"; thence along said concentric curve southeasterly 35.31 feet through a central angle of 1°23'53"; thence, leaving said concentric curve, South 04°58'49" East 24.35 feet; thence South 54°27'57" East 56.24 feet; thence North 83°15'15" East 22.96 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 1447.04 feet, being concentric with and 47.00 feet southerly of Control Line "A", a radial line to said beginning bears South 35°44'30" West; thence along said concentric curve southeasterly 300.53 feet through a central angle of 11°53'59"; thence, leaving said concentric curve South 66°09'29" East 52.51 feet; thence South 21°09'25" East 24.04 feet; thence South 68°17'15" East 62.36 feet; thence North 64°09'20" East 23.85 feet to the beginning of a non-tangent curve concave northerly having a radius of 1090.18 feet, a radial line to said beginning bears South 19°14'54" West; thence easterly along said curve 94.07 feet through a central angle of 4°56'38" to the beginning of a compound curve concave northerly having a radius of 1464.04 feet, a radial line to said beginning bears South 14°18'16" West; thence easterly along said curve 17.78 feet through a central angle of 0°41'45"to the beginning of a reverse curve concave southerly having a radius of 142.00 feet, a radial line to said beginning bears North 13°36'31" East;

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thence easterly along said curve 29.51 feet through a central angle of 11°54'29"; thence South 64°29'00" East 15.88 feet to the beginning of a curve concave northerly having a radius of 158.00 feet; thence southeasterly and easterly along said curve 41.02 feet through a central angle of 14°52'27" to a line that is parallel with and 64.00 feet southerly of said Control Line "**A**"; thence along said parallel line South 79°21'27" East 218.54 feet; thence, leaving said parallel line, South 31°20'58" East 40.12 feet to the beginning of a non-tangent curve concave westerly having a radius of 1354.04 feet, being concentric with and 46.00 feet westerly of said Control Line "**B**", a radial line to said beginning bears South 73°20'33" East; thence southerly along said concentric curve 48.37 feet through a central angle of 2°02'49" to the beginning of a compound curve concave westerly having a radius of 42.00 feet, a radial line to said beginning bears South 71°17'44" East; thence southerly and southwesterly along said curve 11.87 feet through a central angle of 16°11'24"; thence South 34°53'40" West 33.43 feet to the beginning of a curve concave southeasterly having a radius of 58.00 feet; thence southwesterly and southerly along said curve 13.90 feet through a central angle of 13°44'05" to the beginning of a reverse curve concave westerly having a radius of 1342.04 feet, a radial line to said beginning bears South 68°50'25" East; thence southerly and southwesterly along said curve 57.52 feet through a central angle of 2°27'21" to the beginning of a reverse curve concave easterly having a radius of 58.00 feet, a radial line to said beginning bears North 66°23'04"West; thence southwesterly and southerly along said curve 13.90 feet through a central angle of 13°44'05"; thence South 09°52'51" West 33.43 feet to the beginning of a curve concave westerly having a radius of 42.00 feet; thence southerly and southwesterly along said curve 11.87 feet through a central angle of 16°11'24" to the beginning of a compound curve concave northwesterly having a radius of 1354.04 feet being concentric with and 46.00 feet northwesterly of said

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Control Line "**B**", a radial line to said beginning bears South 63°55'45"East; thence southwesterly along said concentric curve 981.37 feet through a central angle of 41°31'35" to a line that is parallel with and 46.00 feet northwesterly of said Control Line "**B**"; thence, along said parallel line, South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1446.04 feet being concentric with and 46.00 feet northwesterly of said Control Line "**B**"; thence along said concentric curve westerly and southwesterly 717.32 feet through a central angle of 28°25'19" to a line parallel with and 46.00 feet northwesterly of said Control Line "**B**"; thence along said parallel line South 39°10'31" West 227.84 feet to the beginning of a curve concave northwesterly having a radius of 3743.60 feet; thence southwesterly along said curve 149.73 feet through a central angle of 2°17'30" to the beginning of a reverse curve concave southeasterly having a radius of 3759.60 feet, a radial line to said beginning bears North 48°32'00" West; thence southwesterly along said curve 150.37 feet through a central angle of 2°17'30"; thence South 39°10'31" West 10.00 feet to the beginning of a curve concave northwesterly having a radius of 143.50 feet; thence southwesterly along said curve 28.33 feet through a central angle of 11°18'36"; thence South 50°29'08" West 31.18 feet to the beginning of a curve concave southeasterly having a radius of 159.50 feet; thence southwesterly along said curve 31.49 feet through a central angle of 11°18'37" to a line that is parallel with and 64.00 feet northwesterly of said Control Line "**B**"; thence along said parallel line South 39°10'31" West 235.42 feet; thence leaving said parallel line South 85°18'50" West 38.94 feet; thence North 48°30'07" West 50.00 feet; thence North 41°27'08" East 12.00 feet; thence North 48°32'52" West 180.00 feet; thence South 41°27'08" West 12.00 feet; thence North 48°32'52" West 541.86 feet to the beginning of a curve concave northeasterly having a radius of 2285.06 feet; thence

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northwesterly along said curve 223.81 feet through a central angle of 5°36'43"; thence North 42°56'09" West 393.18 feet to the beginning of a curve concave southwesterly having a radius of 2415.06 feet; thence northwesterly along said curve 76.50 feet through a central angle of 1°48'54" to the beginning of a reverse curve concave northeasterly having a radius of 59.00 feet, a radial line to said beginning bears South 45°14'57" West; thence northwesterly along said curve 6.58 feet through a central angle of 6°23'18"; thence North 38°21'45" West 88.05 feet to the beginning of a curve concave southwesterly having a radius of 59.00 feet; thence northwesterly along said curve 10.49 feet through a central angle of 10°11'07"; thence North 48°32'52" West 94.67 feet; thence North 03°57'37" West 29.63 feet to a line that is parallel with and 77.00 feet southeasterly of the centerline of said Red Hill Avenue; thence along said parallel line, North 40°37'39" East 50.00 feet; thence leaving said parallel line South 49°22'21" East 12.00 feet to a line that is parallel with and 89.00 feet southwesterly of the centerline of said Red Hill Avenue; thence along said parallel line North 40°37'39" East 180.00 feet; thence leaving said parallel line North 49°22'21" West 12.00 feet to a line that is parallel with and 77.00 feet southeasterly of the centerline of said Red Hill Avenue; thence along said parallel line, North 40°37'39" East 720.00 feet; thence leaving said parallel line North 49°22'21" West 5.00 feet to a line that is parallel with and 72.00 feet southeasterly of said centerline of Red Hill Avenue; thence along said parallel line thence North 40°37'39" East 797.89 feet; thence leaving said parallel line South 49°22'21" East 131.81 feet to the beginning of a curve concave northeasterly having a radius of 25.00 feet; thence southeasterly along said curve 13.54 feet through a central angle of 31°01'38"; thence South 80°23'59" East 76.58 feet; thence South 86°54'41" East 259.66 feet to the beginning of a curve concave northwesterly having a radius of 14.50 feet; thence northeasterly along said curve 21.89 feet through

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a central angle of 86°28'53" to the beginning of a reverse curve concave southeasterly having a radius of 362.00 feet, a radial line to said beginning of reverse curve bears North 83°23'34" West; thence northeasterly 214.11 feet along said curve through a central angle of 33°53'18"; thence North 40°29'44" East 282.84 feet to the **True Point Of Beginning**.

Exception No. 1:

Excepting therefrom the following described area:

Beginning at hereinabove described Point "**BB**"; thence leaving said Control Line "**A**", South 40°40'06" West 47.00 feet to the **Point of Beginning**; said point being on a line that is parallel with and 47.00 feet southwesterly of said Control Line "**A**", thence along said parallel line South 49°19'54" East 162.79 feet to the beginning of a curve concave northeasterly having a radius of 1447.04 feet being concentric with and 47.00 feet southwesterly of said Control Line "**A**"; thence along said concentric curve southeasterly 35.31 feet through a central angle of 1°23'53"; thence, leaving said concentric curve, South 04°58'49" East 24.35 feet; thence South 54°27'57" East 56.24 feet; thence North 83°15'15" East 22.96 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 1447.04 feet, being concentric with and 47.00 feet southerly of Control Line "**A**", a radial line to said beginning bears South 35°44'30" West; thence along said concentric curve southeasterly 300.53 feet through a central angle of 11°53'59"; thence, leaving said concentric curve South 66°09'29" East 52.51 feet; thence South 21°09'25" East 24.04 feet; thence South 68°17'15" East 62.36 feet; thence North 64°09'20" East 23.85 feet to the beginning of a non-tangent curve concave northerly having a radius of 1090.18 feet, a

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(Portion of Reuse Plan Disposition Site 1)

radial line to said beginning bears South 19°14'54" West; thence easterly along said curve 94.07 feet through a central angle of 4°56'38" to the beginning of a compound curve concave northerly having a radius of 1464.04 feet, a radial line to said beginning bears South 14°18'16" West; thence easterly along said curve 17.78 feet through a central angle of 0°41'45"to the beginning of a reverse curve concave southerly having a radius of 142.00 feet, a radial line to said beginning bears North 13°36'31" East; thence easterly along said curve 29.51 feet through a central angle of 11°54'29"; thence South 64°29'00" East 15.88 feet to the beginning of a curve concave northerly having a radius of 158.00 feet; thence southeasterly and easterly along said curve 41.02 feet through a central angle of 14°52'27" to a line that is parallel with and 64.00 feet southerly of said Control Line "**A**"; thence along said parallel line South 79°21'27" East 218.54 feet; thence, leaving said parallel line, South 31°20'58" East 40.12 feet to the beginning of a non-tangent curve concave westerly having a radius of 1354.04 feet, being concentric with and 46.00 feet westerly of said Control Line "**B**", a radial line to said beginning bears South 73°20'33" East; thence southerly along said concentric curve 48.37 feet through a central angle of 2°02'49" to the beginning of a compound curve concave westerly having a radius of 42.00 feet, a radial line to said beginning bears South 71°17'44" East; thence southerly and southwesterly along said curve 11.87 feet through a central angle of 16°11'24"; thence South 34°53'40" West 33.43 feet to the beginning of a curve concave southeasterly having a radius of 58.00 feet; thence southwesterly and southerly along said curve 13.90 feet through a central angle of 13°44'05" to the beginning of a reverse curve concave westerly having a radius of 1342.04 feet, a radial line to said beginning bears South 68°50'25" East; thence southerly and southwesterly along said curve 57.52 feet through a central angle of 2°27'21" to the beginning of a reverse curve concave easterly having a radius of 58.00 feet, a radial line to said beginning bears

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North 66°23'04"West; thence southwesterly and southerly along said curve 13.90 feet through a central angle of 13°44'05"; thence South 09°52'51" West 33.43 feet to the beginning of a curve concave westerly having a radius of 42.00 feet; thence southerly and southwesterly along said curve 11.87 feet through a central angle of 16°11'24" to the beginning of a compound curve concave northwesterly having a radius of 1354.04 feet being concentric with and 46.00 feet northwesterly of said Control Line "**B**", a radial line to said beginning bears South 63°55'45"East; thence southwesterly along said concentric curve 981.37 feet through a central angle of 41°31'35" to a line that is parallel with and 46.00 feet northwesterly of said Control Line "**B**"; thence along said parallel line South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly, having a radius of 1446.04 feet and being concentric with and 46.00 feet northwesterly of said Control Line "**B**"; thence along said concentric curve westerly and southwesterly 717.32 feet through a central angle of 28°25'19"; thence South 50°49'29" West 163.56 feet; North 33°57'12" West 70.07 feet; thence North 09°21'06" East 161.58 feet; thence North 46°39'39" East 427.42 feet to the **Point of Beginning**.

Exception No. 2

Excepting therefrom the following described area:

Beginning at hereinabove described Point "**N**"; thence leaving said Control Line "**B**", North 48°30'07" West 92.15 feet to the **Point of Beginning**; thence continuing North 48°30'07" West 50.00 feet; thence North 41°27'08" East 12.00 feet; thence North 48°32'52" West 180.00 feet; thence South 41°27'08" West 12.00 feet; thence North 48°32'52" West 341.31 feet; thence North 40°39'15" East 359.25 feet; thence

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North 50°08'15" West 173.88 feet; thence North 39°51'45" East 537.34 feet; thence South 50°08'15" East 157.69 feet; thence North 40°39'15" East 88.79 feet; thence South 50°49'29" East 398.40 feet; thence South 9°21'06" West 300.94 feet; thence South 33°57'12" East 70.07 feet to a line parallel with and 46.00 feet northwesterly of said Control Line **"B"**, thence South 39°10'31" West 64.28 feet to the beginning of a curve concave northwesterly having a radius of 3743.60 feet; thence southwesterly along said curve 149.73 feet through a central angle of 2°17'30" to the beginning of a reverse curve concave southeasterly having a radius of 3759.60 feet, a radial line to said beginning bears North 48°31'59" West; thence southwesterly along said curve 150.37 feet through a central angle of 2°17'30"; thence South 39°10'31" West 10.00 feet to the beginning of a curve concave northwesterly having a radius of 143.50 feet; thence southwesterly along said curve 28.33 feet through a central angle of 11°18'37"; thence South 50°29'08" West 31.18 feet to the beginning of a curve concave southeasterly having a radius of 159.50 feet; thence southwesterly along said curve 31.49 feet through a central angle of 11°18'37" to a line that is parallel with and 64.00 feet northwesterly of said Control Line "**B**"; thence along said parallel line South 39°10'31" West 235.42 feet; thence leaving said parallel line South 85°18'50" West 38.94 feet to the **Point of Beginning**.

Exception No. 3

Excepting therefrom the following described area:

Beginning at hereinabove described Point "**N**"; thence leaving said Control Line "**B**", North 48°30'07" West 142.15 feet; thence North 41°27'08" East 12.00 feet; thence

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North 48°32'52" West 180.00 feet; thence South 41°27'08" West 12.00 feet; thence North 48°32'52" West 541.86 feet to the beginning of a curve concave northeasterly having a radius of 2285.06 feet; thence northwesterly along said curve 223.81 feet through a central angle of 5°36'43"; thence North 42°56'09" West 58.86 feet to the **True Point of Beginning**; thence continuing North 42°56'09" West 334.32 feet to the beginning of a curve concave southwesterly having a radius of 2415.06 feet; thence northwesterly along said curve 76.50 feet through a central angle of 1°48'54" to the beginning of a reverse curve concave northeasterly having a radius of 59.00 feet, a radial line to said beginning bears South 45°14'57" West; thence northwesterly along said curve 6.58 feet through a central angle of 6°23'18"; thence North 38°21'45" West 88.05 feet to the beginning of a curve concave southwesterly having a radius of 59.00 feet; thence northwesterly along said curve 10.49 feet through a central angle of 10°11'07"; thence North 48°32'52" West 94.67 feet; thence North 03°57'37" West 29.63 feet to a line that is parallel with and 77.00 feet southeasterly of the centerline of said Red Hill Avenue; thence along said parallel line, North 40°37'39" East 50.00 feet; thence leaving said parallel line South 49°22'21" East 12.00 feet to a line that is parallel with and 89.00 feet southwesterly of the centerline of said Red Hill Avenue; thence along said parallel line North 40°37'39" East 180.00 feet; thence leaving said parallel line North 49°22'21" West 12.00 feet to a line that is parallel with and 77.00 feet southeasterly of the centerline of said Red Hill Avenue; thence along said parallel line, North 40°37'39" East 720.00 feet; thence leaving said parallel line North 49°22'21" West 5.00 feet to a line that is parallel with and 72.00 feet southeasterly of said centerline of Red Hill Avenue; thence along said parallel line thence North 40°37'39" East 544.69 feet; thence leaving said parallel line South 49°06'05" East 513.81 feet; thence South 41°44'13" West 493.24 feet; thence South 48°56'17" East 94.09 feet; thence South 04°35'26" East 160.35 feet; thence

PSOMAS

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South 85°30'40" West 328.74 feet; thence South 40°39'15" West 109.41 feet; thence South 49°20'45" East 396.60 feet; thence South 39°51'45" West 296.57 feet; thence North 49°24'02" West 248.67 feet; thence South 40°35'58" West 332.36 feet to the **True Point of Beginning**.

Containing 1,419,633 square feet or 32.59 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

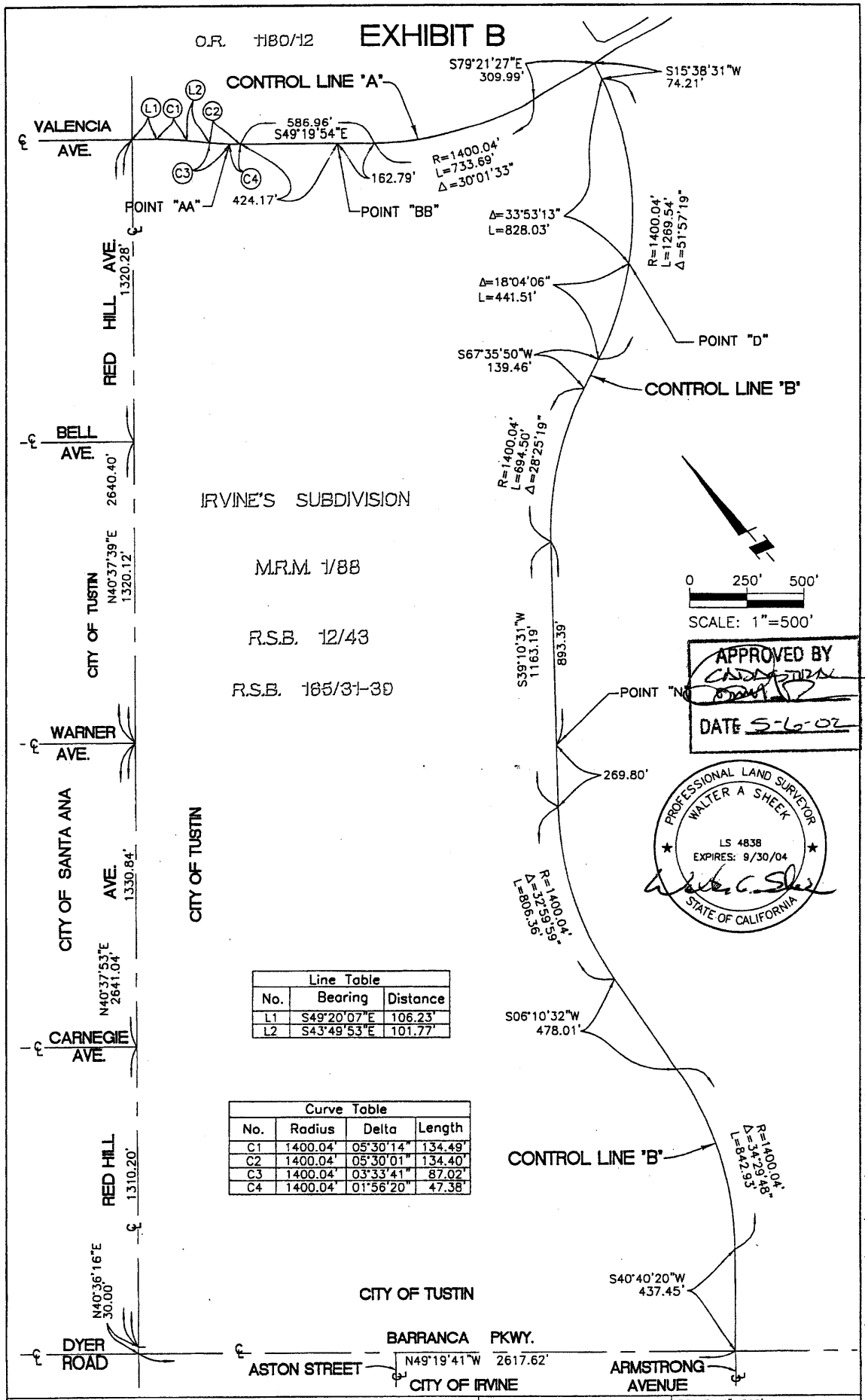
Prepared under my supervision:

Walter A. Sheek, P.L.S. — Date: May 5, 2002

Expires: 9/30/04

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
CALTRANS
DATE 5-6-02



DESCRIPTION: PARCEL 1-E-1 (Portion of Reuse Plan Disposition Site 1)

SHEET 1 OF 3

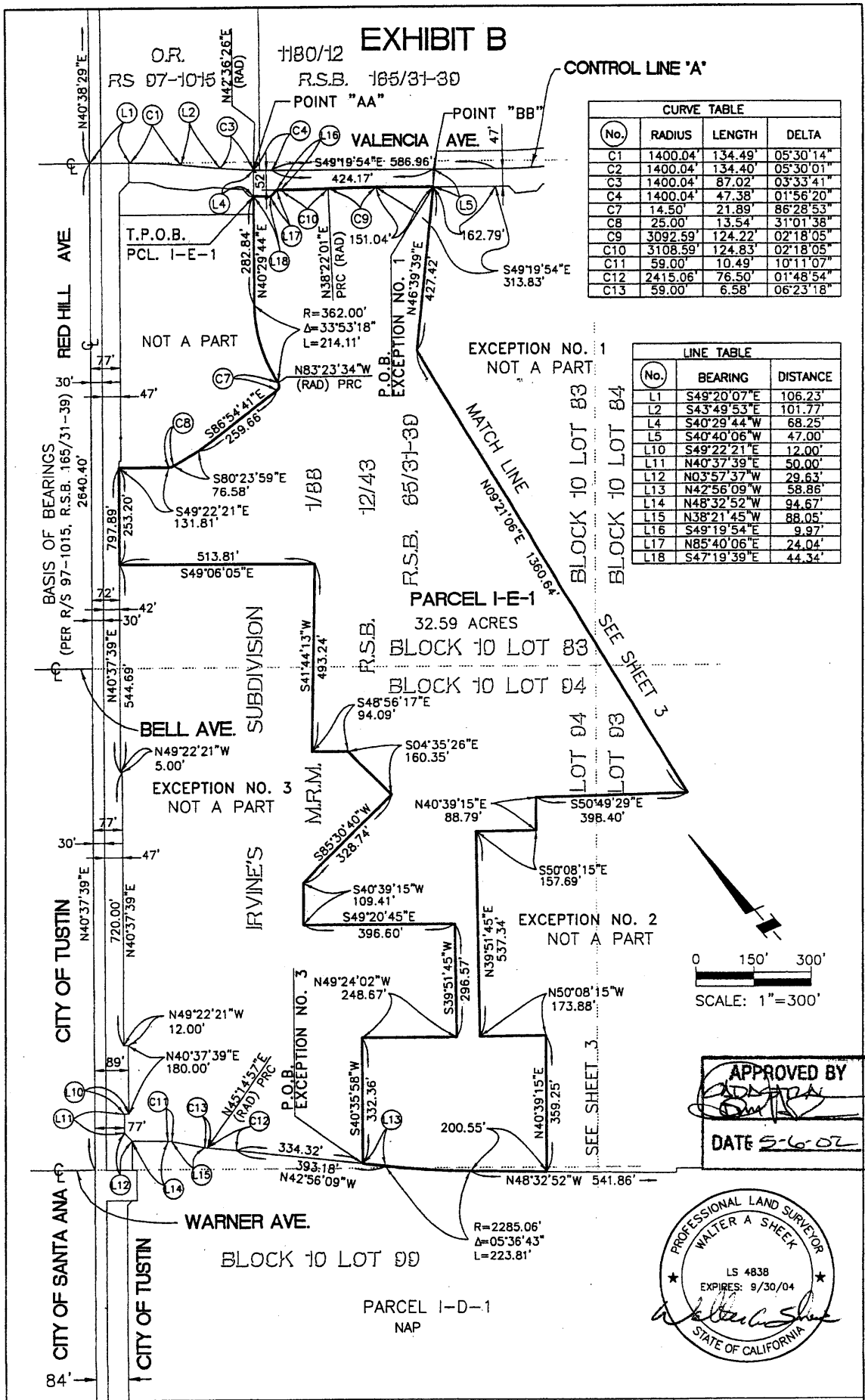
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714)545-8883

SCALE	1"=500'
DRAFTED	SAB
CHECKED	LS
DATE	MAY 2002
JOB NUMBER	2TUS010400

Plotted: 05/02/02 15:40:29 M:\2TUS010400\survey\exhibits\pcl_1-E-1_01.dwg GGaldo

EXHIBIT B



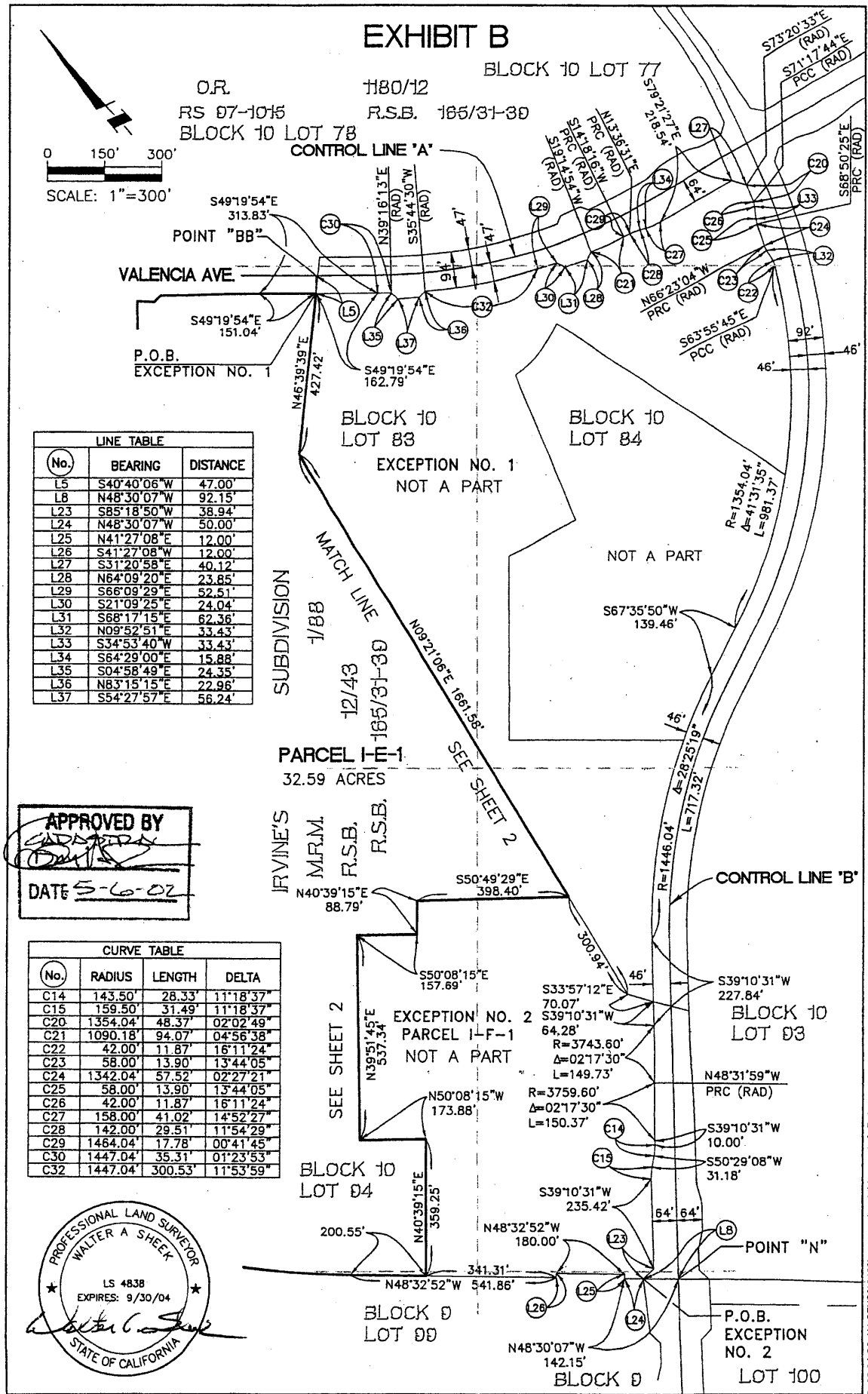
CURVE TABLE			
No.	RADIUS	LENGTH	DELTA
C1	1400.04'	134.49'	05°30'14"
C2	1400.04'	134.40'	05°30'01"
C3	1400.04'	87.02'	03°33'41"
C4	1400.04'	47.38'	01°56'20"
C7	14.50'	21.89'	86°28'53"
C8	25.00'	13.54'	31°01'38"
C9	3092.59'	124.22'	02°18'05"
C10	3108.59'	124.83'	02°18'05"
C11	59.00'	10.49'	10°11'07"
C12	2415.06'	76.50'	01°48'54"
C13	59.00'	6.58'	06°23'18"

LINE TABLE		
No.	BEARING	DISTANCE
L1	S49°20'07"E	106.23'
L2	S43°49'53"E	101.77'
L4	S40°29'44"W	68.25'
L5	S40°40'06"W	47.00'
L10	S49°22'21"E	12.00'
L11	N40°37'39"E	50.00'
L12	N03°57'37"W	29.63'
L13	N42°56'09"W	58.86'
L14	N48°32'52"W	94.67'
L15	N38°21'45"W	88.05'
L16	S49°19'54"E	9.97'
L17	N85°40'06"E	24.04'
L18	S47°19'39"E	44.34'

DESCRIPTION: PARCEL 1-E-1 (Portion of Reuse Plan Disposition Site 1)	SHEET 2 OF 3	SCALE 1"=300'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED SAB CHECKED LS DATE MAY 2002 JOB NUMBER 2TUS010400

Plotted: 05/02/02 15:46:3 H:\2TUS010400\survey\exhibits\parcel_1-E-1_02.dwg, Caldo

EXHIBIT B



LINE TABLE		
No.	BEARING	DISTANCE
L5	S40°40'06"W	47.00'
L8	N48°30'07"W	92.15'
L23	S85°18'50"W	38.94'
L24	N48°30'07"W	50.00'
L25	N41°27'08"E	12.00'
L26	S41°27'08"W	12.00'
L27	S31°20'58"E	40.12'
L28	N64°09'20"E	23.85'
L29	S66°09'29"E	52.51'
L30	S21°09'25"E	24.04'
L31	S68°17'15"E	62.36'
L32	N09°52'51"E	33.43'
L33	S34°53'40"W	33.43'
L34	S64°29'00"E	15.88'
L35	S04°58'49"E	24.35'
L36	N83°15'15"E	22.96'
L37	S54°27'57"E	56.24'

CURVE TABLE			
No.	RADIUS	LENGTH	DELTA
C14	143.50'	28.33'	11°18'37"
C15	159.50'	31.49'	11°18'37"
C20	1354.04'	48.37'	02°02'49"
C21	1090.18'	94.07'	04°56'38"
C22	42.00'	11.87'	16°11'24"
C23	58.00'	13.90'	13°44'05"
C24	1342.04'	57.52'	02°27'21"
C25	58.00'	13.90'	13°44'05"
C26	42.00'	11.87'	16°11'24"
C27	158.00'	41.02'	14°52'27"
C28	142.00'	29.51'	11°54'29"
C29	1464.04'	17.78'	00°41'45"
C30	1447.04'	35.31'	01°23'53"
C32	1447.04'	300.53'	11°53'59"

APPROVED BY CADASTRAL
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-E-1 (Portion of Reuse Plan Disposition Site 1)

SHEET 3 OF 3

MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1"=300'
DRAFTED	SAB
CHECKED	LS
DATE	MAY 2002
JOB NUMBER	2TUS010400

Plotted: 05/06/02 09:36:38 M:\2TUS010400\survey\exhibits\pcl_I-E-1_03.dwg CLaumann

PSOMAS

Legal Description

Exhibit "A"

Parcel I-E-2

(Portion of Reuse Plan Disposition Site 1)

In the City of Tustin, County of Orange, State of California, being those portions of Blocks 9, 10, 46 and 47 of Irvine's Subdivision as shown on the map filed in book 1, page 88 of Miscellaneous Record Maps, and as shown on a map filed in book 165, pages 31 through 39 inclusive of Records of Surveys, all of records of said County, described as follows:

For the purpose of this description the following two Control Lines are hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue between Valencia Avenue and Warner Avenue Bears North 40°37'39" East for the purpose of this description; thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 05°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 87.02 feet through a central angle of 03°33'41" to a point hereinafter to be referred to as Point "**AA**"; thence continuing along said curve 47.38 feet through a central angle of 01°56'20"; thence South 49°19'54" East 424.17 feet to a point hereinafter to be referred to as Point "**BB**"; thence continuing South 49°19'54" East 162.79 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to its intersection with Control Line "**B**".

Control Line "B"

PSOMAS

Legal Description

Exhibit "A"

Parcel I-E-2

(Portion of Reuse Plan Disposition Site 1)

Beginning at its intersection with Control Line "**A**"; thence South 15°38'31" West 74.21 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southwesterly along said curve 828.03 feet through a central angle of 33°53'13" to a point hereinafter to be referred to as Point "**D**"; thence continuing southwesterly along said curve 441.51 feet through a central angle of 18°04'06"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly along said curve 694.50 feet through a central angle of 28°25'19"; thence South 39°10'31" West 893.39 feet to a point hereinafter to be referred to as Point "**N**"; thence continuing South 39°10'31" West 269.80 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of 32°59'59"; thence South 6°10'32" West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 842.94 feet through a central angle of 34°29'48"; thence South 40°40'20" West 437.45 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

Parcel I-E-2

Beginning at hereinbefore described Point "**N**"; thence leaving said Control Line "**B**", North 48°30'07" West 142.15 feet; thence North 41°27'08" East 12.00 feet; thence North 48°32'52" West 180.00 feet; thence South 41°27'08" West 12.00 feet; thence North 48°32'52" West 541.86 feet to the beginning of a curve concave northeasterly having a radius of 2285.06 feet; thence northwesterly along said curve 223.81 feet through a

Legal Description
Exhibit "A"
Parcel I-E-2
(Portion of Reuse Plan Disposition Site 1)

central angle of 5°36'43"; thence North 42°56'09" West 58.86 feet to the **TRUE POINT OF BEGINNING**; thence continuing North 42°56'09" West 334.32 feet to the beginning of a curve concave southwesterly having a radius of 2415.06 feet; thence northwesterly along said curve 76.50 feet through a central angle of 1°48'54" to the beginning of a reverse curve concave northeasterly having a radius of 59.00 feet, a radial line to said beginning bears South 45°14'57" West; thence northwesterly along said curve 6.58 feet through a central angle of 6°23'18"; thence North 38°21'45" West 88.05 feet to the beginning of a curve concave southwesterly having a radius of 59.00 feet; thence northwesterly along said curve 10.49 feet through a central angle of 10°11'07"; thence North 48°32'52" West 94.67 feet; thence North 03°57'37" West 29.63 feet to a line that is parallel with and 77.00 feet southeasterly of the centerline of said Red Hill Avenue; thence along said parallel line, North 40°37'39" East 50.00 feet; thence leaving said parallel line South 49°22'21" East 12.00 feet to a line that is parallel with and 89.00 feet southwesterly of the centerline of said Red Hill Avenue; thence along said parallel line North 40°37'39" East 180.00 feet; thence leaving said parallel line North 49°22'21" West 12.00 feet to a line that is parallel with and 77.00 feet southeasterly of the centerline of said Red Hill Avenue; thence along said parallel line, North 40°37'39" East 720.00 feet; thence leaving said parallel line North 49°22'21" West 5.00 feet to a line that is parallel with and 72.00 feet southeasterly of said centerline of Red Hill Avenue; thence along said parallel line thence North 40°37'39" East 544.69 feet; thence leaving said parallel line South 49°06'05" East 513.81 feet; thence South 41°44'13" West 493.24 feet; thence South 48°56'17" East 94.09 feet; thence South 04°35'26" East 160.35 feet; thence South 85°30'40" West 328.74 feet; thence South 40°39'15" West 109.41 feet; thence South 49°20'45" East 396.60 feet; thence South 39°51'45" West 296.57 feet; thence North 49°24'02" West 248.67 feet; thence South 40°35'58" West 332.36 feet to the

PSOMAS

Legal Description

Exhibit "A"

Parcel I-E-2

(Portion of Reuse Plan Disposition Site 1)

TRUE POINT OF BEGINNING.

Containing 958,321 square feet or 22.00 acres, more or less.

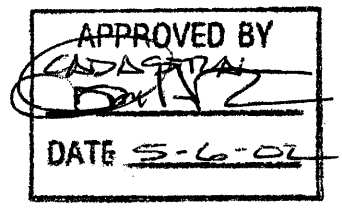
As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision:

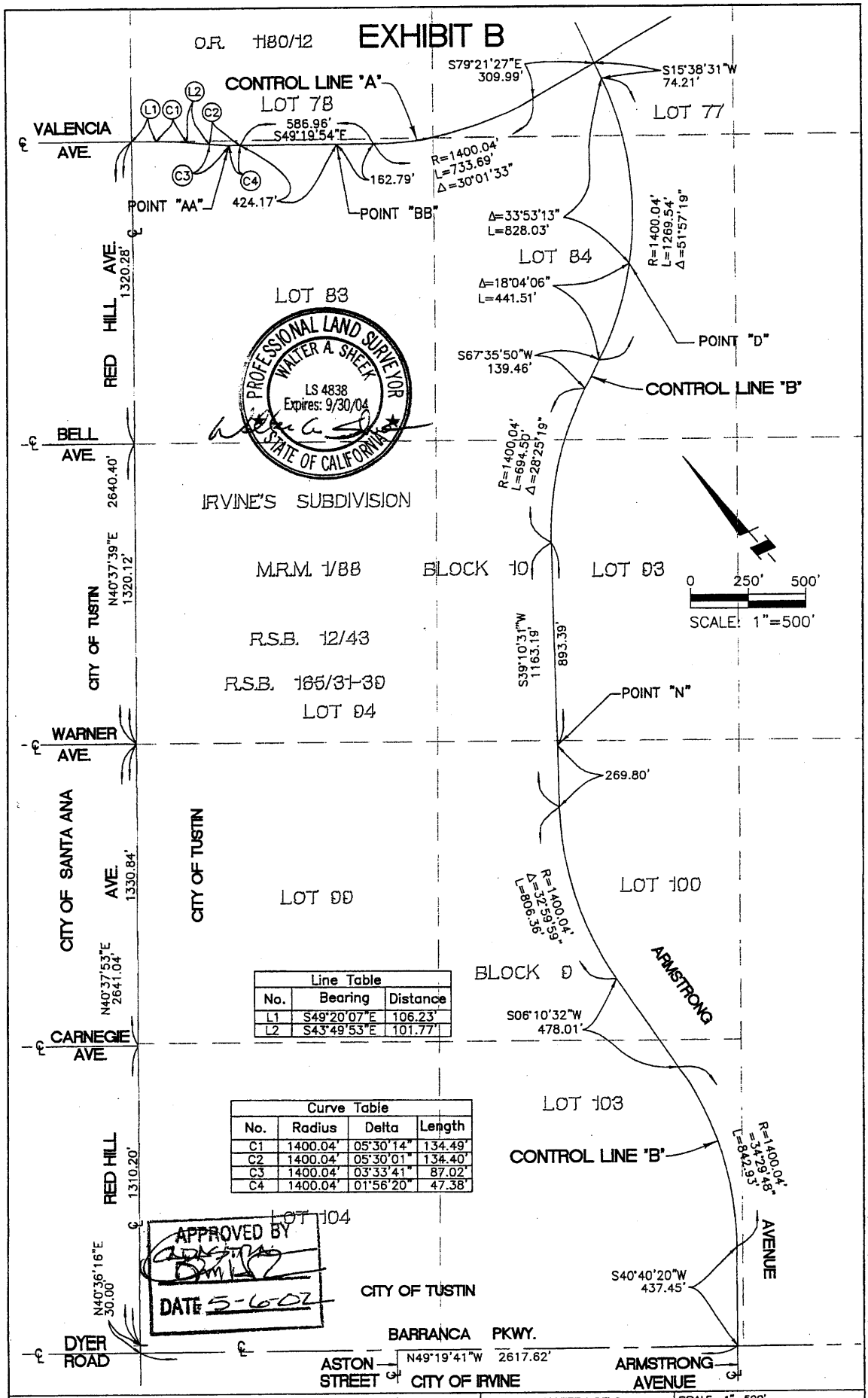
Walter A. Sheek P.L.S. 4838 Date May 1, 2002

Expires 09/30/2004





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DESCRIPTION: Parcel 1-E-2 (Portion of Reuse Plan Disposition Site 1)

SHEET 1 OF 2

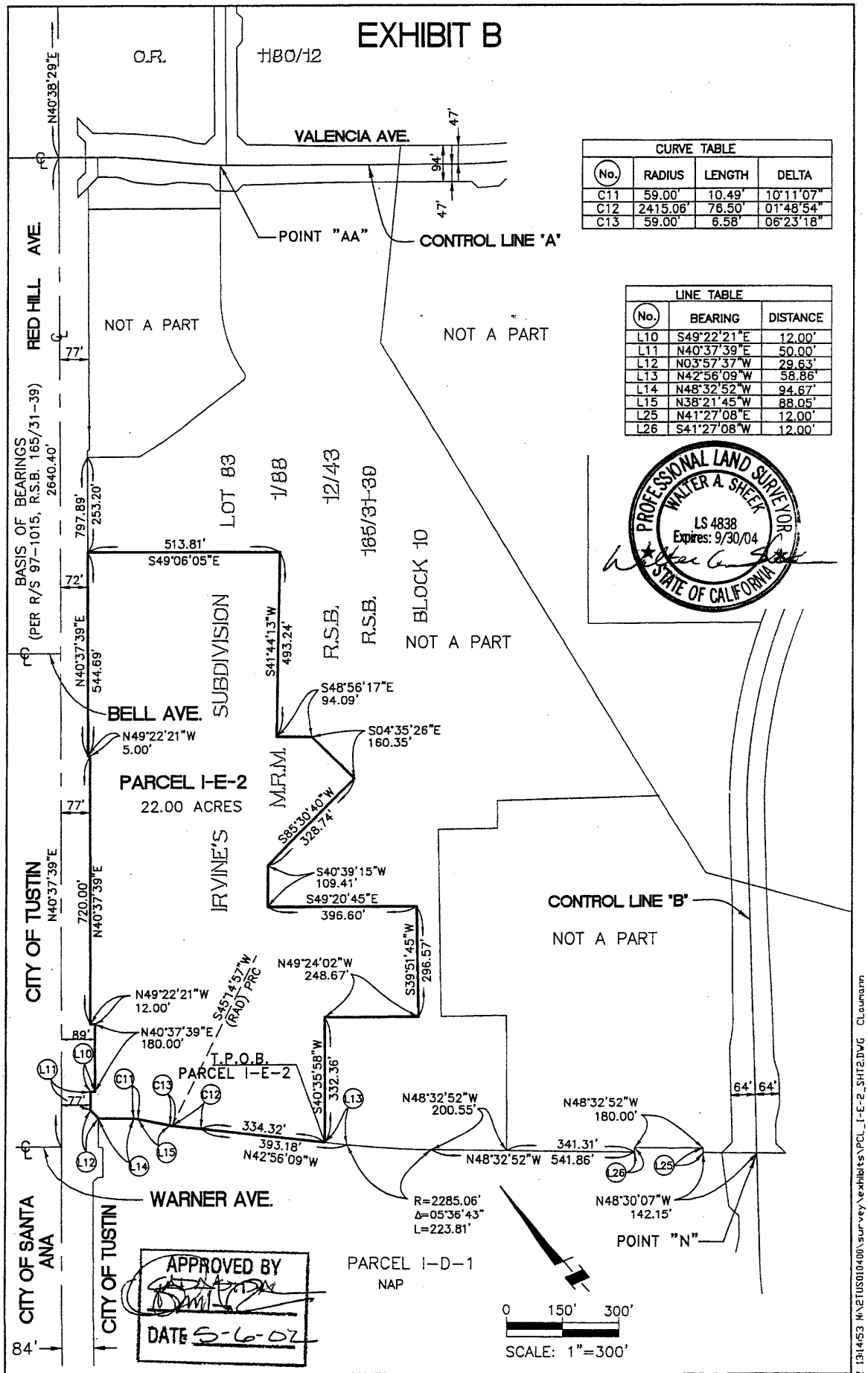
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1"=500'
DRAFTED	SAB
CHECKED	LS
DATE	APRIL, 2002
JOB NUMBER	2TUS010400

Plotted: 04/26/02 04:19:14 M:\2TUS010400\survey\exhibits\PCL_1-E-2_SHT1.DWG dmaglinte

EXHIBIT B



CURVE TABLE			
No.	RADIUS	LENGTH	DELTA
C11	59.00'	10.49'	10°11'07"
C12	2415.06'	76.50'	01°48'54"
C13	59.00'	6.58'	06°23'18"

LINE TABLE		
No.	BEARING	DISTANCE
L10	S49°22'21"E	12.00'
L11	N40°37'39"E	50.00'
L12	N03°57'37"W	29.63'
L13	N42°56'09"W	58.86'
L14	N48°32'52"W	94.67'
L15	N38°21'45"W	88.05'
L25	N41°27'08"E	12.00'
L26	S41°27'08"W	12.00'

PROFESSIONAL LAND SURVEYOR
WALTER A. SHEEK
LS 4838
Expires: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: Parcel I-E-2 (Portion of Reuse Plan Disposition Site 1)

SHEET 2 OF 2

MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1"=300'
DRAFTED	SAB
CHECKED	LS
DATE	APRIL, 2002
JOB NUMBER	2TUS010400

Plotted: 05/01/02 13:14:53 M:\2TUS010400\survey\exhibits\PCL_I-E-2_SHT2.DWG CLaumann

PSOMAS

Legal Description

Exhibit "A"

Parcel I-E-3

(Reuse Plan Disposition Site 1)

In the City of Tustin and the City of Irvine, County of Orange, State of California, being those portion of Block 10, of Irvine's Subdivision, as shown on the map filed in book 1, page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, both of the records of said County, described as follows:

For the purpose of this description the following Control line is hereby established:

Control line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of South 40°37'39" West between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence
South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 103.54 feet through a central angle of 4°14'15" to a point hereinafter referred to as point "**E**".

Control line "C"

Beginning at hereinabove described point "**E**"; thence North 40°40'06" East 79.56 feet to a point hereinafter to be referred to as point "**C**"; thence continuing North 40°40'06" East 659.46 feet to a point that is distant 445.49 feet southeasterly, measured at right

Legal Description
Exhibit "A"
Parcel I-E-3
(Reuse Plan Disposition Site 1)

angles, from the centerline of said Red Hill Avenue between Valencia Avenue and Santa Fe Drive and distant 604.41 feet southwesterly measured at right angles, from the Southwesterly line of the land shown on Parcel Map filed in book 64, page 39 of Parcel Maps, records of said County, as said centerlines are established on said Record of Survey.

Parcel I-E-3

Beginning at the hereinbefore described point "**C**"; thence leaving said control line "**C**", North 49°19'54" West 30.00 feet to the **True Point Of Beginning**; thence South 87°33'50" West 36.69 feet; thence North 45°10'56" West 9.92 feet to the beginning of a curve concave northeasterly having a radius of 143.50 feet; thence northwesterly along said curve 31.99 feet through a central angle of 12°46'19"; thence North 32°24'37" West 28.61 feet to the beginning of a curve concave southwesterly having a radius of 159.50 feet; thence northwesterly along said curve 31.79 feet through a central angle of 11°25'16"; thence North 43°49'53" West 42.11 feet to the beginning of a curve concave southwesterly having a radius of 1464.04 feet, being concentric with and 64.00 feet northeasterly of said control line "**A**"; thence northwesterly along said concentric curve 140.62 feet through a central angle of 5°30'11"; thence leaving said concentric curve North 49°20'04" West 15.29 feet; thence North 04°20'50" West 36.78 feet to a line that is parallel with and distant 65.00 feet southwesterly from said centerline of Red Hill Avenue; thence along said parallel line North 40°38'29" East 50.00 feet; thence leaving said parallel line South 49°21'31" East 12.00 feet to a line that is parallel with and distant 77.00 feet southeasterly from said centerline of Red Hill Avenue; thence along said parallel line North 40°38'29" East 41.13; feet thence leaving

Legal Description

Exhibit "A"

Parcel I-E-3

(Reuse Plan Disposition Site 1)

said parallel line South 49°19'54" East 338.24 feet to a line that is parallel with and distant 30.00 feet northwesterly from said control line "**C**"; thence along said parallel line South 40°40'06" West 123.89 feet to the **True Point Of Beginning**

Containing 43,597 Square Feet or 1.00 Acres

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

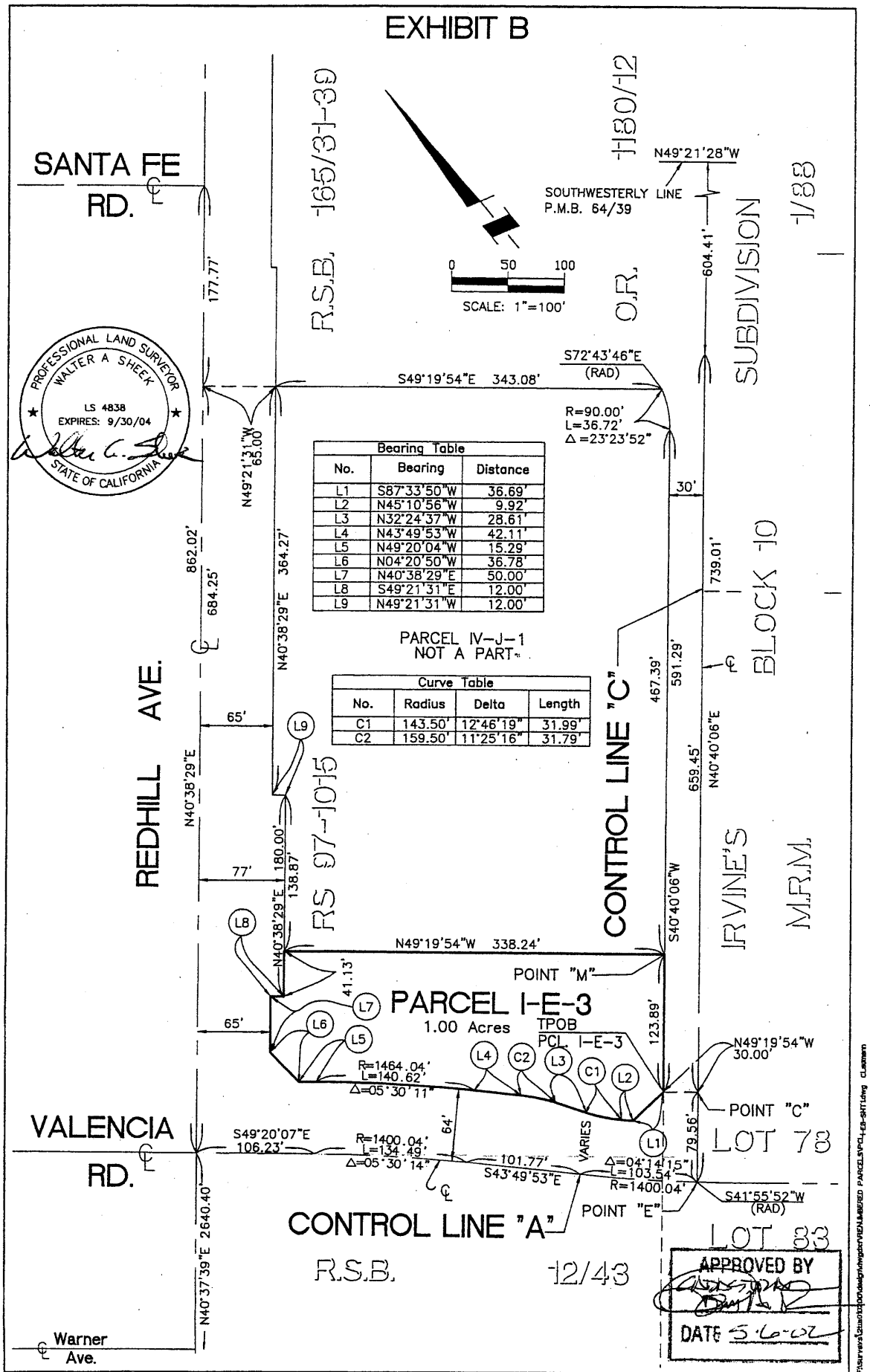
PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

Prepared under my supervision

Walter A. Sheek P.L.S. 4838 — May 6, 2002 Date

APPROVED BY
CADASTRAL
DATE 5-6-02

EXHIBIT B



Bearing Table		
No.	Bearing	Distance
L1	S87°33'50"W	36.69'
L2	N45°10'56"W	9.92'
L3	N32°24'37"W	28.61'
L4	N43°49'53"W	42.11'
L5	N49°20'04"W	15.29'
L6	N04°20'50"W	36.78'
L7	N40°38'29"E	50.00'
L8	S49°21'31"E	12.00'
L9	N49°21'31"W	12.00'

PARCEL IV-J-1 NOT A PART

Curve Table			
No.	Radius	Delta	Length
C1	143.50'	12°46'19"	31.99'
C2	159.50'	11°25'16"	31.79'

DESCRIPTION: PARCEL I-E-3 (REUSE PLAN DISPOSITION SITE 1)

MCAS-TUSTIN

SHEET 1 OF 1

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1"=100'
DRAFTED	RAT
CHECKED	LS
DATE	APRIL, 2002
JOB NUMBER	2TUS010200

Plotted: 05/06/02 12:01:26 P:\tustin\projects\2tus010200\design\dgn\RENUMBERED PARCELS\PCL-E3-SHT1.dwg CLemmen

PSOMAS

Legal Description

Exhibit "A"

Parcel I-E-4

(Portion of Reuse Plan Disposition Site 1)

In the City of Tustin, County of Orange, State of California, being that portion of Block 10 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, both of the records of said County, described as follows:

Parcel I-E-4

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of South 40°37'39" East between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 103.05 feet; thence South 40°39'53" West 52.00 feet to the **True Point of Beginning**; thence South 49°20'07" East 3.18 feet to the beginning of a curve concave southwesterly having a radius of 1348.04 feet; thence southeasterly along said curve 45.04 feet through a central angle of 1°54'51" to the beginning of a compound curve concave southwesterly having a radius of 42.00 feet, a radial line to said beginning bears North 42°34'44" East; thence southeasterly along said curve 11.95 feet through a central angle of 16°18'19"; thence South 31°06'57" East 31.73 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said curve 12.87 feet through a central angle of 12°42'56"; thence South 43°49'53" East 61.09 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said curve 14.33 feet through a central angle of 14°09'14"; thence South 57°59'07" East 36.66 feet to the beginning of a curve concave southwesterly having a radius of 42.00 feet, thence southeasterly along said curve 10.38 feet through a central angle of 14°09'17"; thence South 43°49'50" East 9.46 feet to the beginning of a curve

PSOMAS

Legal Description

Exhibit "A"

Parcel I-E-4

(Portion of Reuse Plan Disposition Site 1)

concave northeasterly having a radius of 1452.04 feet; thence southeasterly along said curve 64.40 feet through a central angle of 2°32'29"; thence South 02°51'08" East 23.41 feet; thence South 47°19'39" East 11.70 feet; thence South 40°29'44" West 47.00 feet; thence North 49°19'54" West 351.89 feet to a point on a line parallel with and distant 77.00 feet southeasterly from the centerline of said Red Hill Avenue; thence along said parallel line North 40°37'39" East 59.07 feet to a point lying South 85°38'32" West 36.79 feet from the True Point of Beginning; thence leaving said parallel line North 85°38'32" East 36.79 feet to the **True Point of Beginning**.

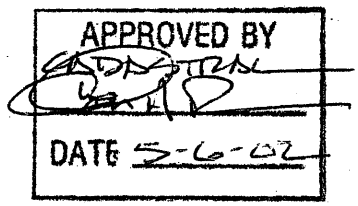
Containing 24,672 square feet or 0.57 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

prepared under my supervision

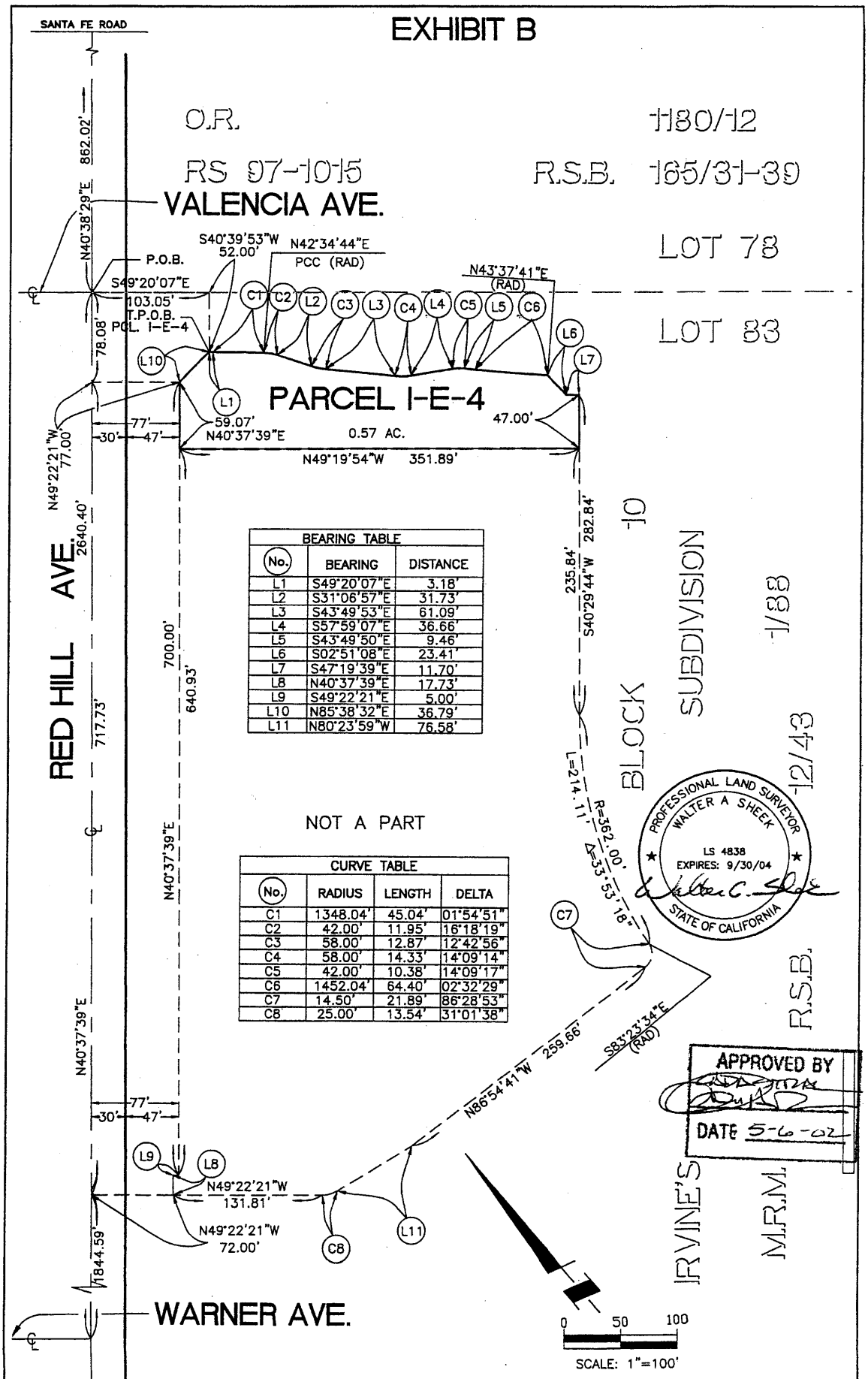
Walter A. Sheek P.L.S. 4838 — May 2, 2002 Date





Revised April 17, 2002

EXHIBIT B



BEARING TABLE		
No.	BEARING	DISTANCE
L1	S49°20'07"E	3.18'
L2	S31°06'57"E	31.73'
L3	S43°49'53"E	61.09'
L4	S57°59'07"E	36.66'
L5	S43°49'50"E	9.46'
L6	S02°51'08"E	23.41'
L7	S47°19'39"E	11.70'
L8	N40°37'39"E	17.73'
L9	S49°22'21"E	5.00'
L10	N85°38'32"E	36.79'
L11	N80°23'59"W	76.58'

CURVE TABLE			
No.	RADIUS	LENGTH	DELTA
C1	1348.04'	45.04'	01°54'51"
C2	42.00'	11.95'	16°18'19"
C3	58.00'	12.87'	12°42'56"
C4	58.00'	14.33'	14°09'14"
C5	42.00'	10.38'	14°09'17"
C6	1452.04'	64.40'	02°32'29"
C7	14.50'	21.89'	86°28'53"
C8	25.00'	13.54'	31°01'38"

DESCRIPTION: Parcel I-E-4 (Portion of Reuse Plan Disposition Site 1)	SHEET 1 OF 1	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax (714) 545-8883	DRAFTED RAT CHECKED LS DATE APRIL, 2002 JOB NUMBER 2TUS010200

Plotted: 04/26/02 15:26:55 F:\Survey\2tus010000\descr\dwg\PL_Pcl I-E-4.dwg CCoble

PSOMAS

Legal Description

Exhibit "A"

Parcel I-E-5

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being those portions of Lots, 78 and 83 in Block 10 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, all of the records of said County, described as follows:

For the purpose of this description the following Control Lines are hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue between Valencia Avenue and Warner Avenue bears North 40°37'39" East for the purpose of this description; thence South 49°20'07" East 70.01 feet to a point hereinafter to be referred to as Point "**HH**"; thence continuing South 49°20'07" East 36.22 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 103.54 feet through a central angle of 04°14'15" to a point hereinafter to be referred to as Point "**E**"; thence continuing southeasterly along said curve 30.86 feet through a central angle of 01°15'46"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet

Legal Description
Exhibit "A"
Parcel I-E-5
(Portion of Reuse Plan Disposition Site 40)

through a central angle of 30°01'33"; thence South 79°21'27" East 1357.63 feet to the terminus of the herein described Control Line.

Parcel I-E-5

Beginning at the hereinabove described point "**HH**"; thence South 40°38'29" West 40.00 feet; thence South 85°37'54" West 28.27 feet to a line that is parallel and 50.00 feet southeasterly of the centerline of Red Hill Avenue as shown on said Record of Survey; thence along said parallel line South 40°37'39" West 45.05 feet; thence leaving said parallel line North 85°38'45" East 74.96 feet to a line that is parallel with and 52.00 feet southwesterly of said Control Line "**A**"; thence along said parallel and concentric line South 49°20'07" East 3.18 feet to the beginning of a curve concave southwesterly having a radius of 1348.04 feet, said curve being concentric with and 52.00 feet southwesterly of said Control Line "**A**"; thence southeasterly along said curve 45.04 feet through a central angle of 1°54'51" to the beginning of a compound curve concave southwesterly having a radius of 42.00 feet, a radial line to said beginning of curve bears North 42° 34'44" East; thence leaving said concentric curve southeasterly along said compound curve 11.95 feet through a central angle of 16°18'19"; thence South 31°06'57" East 31.73 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly 12.87 feet along said curve through a central angle of 12°42'56"; thence South 43°49'53" East 61.09 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said curve 14.33 feet through a central angle of 14°09'14"; thence South 57°59'07" East 36.66 feet to the beginning of a curve concave southwesterly having a radius of 42.00 feet; thence southeasterly along said curve

Legal Description
Exhibit "A"
Parcel I-E-5
(Portion of Reuse Plan Disposition Site 40)

10.38 feet through a central angle of 14°09'17"; thence South 43°49'50" East 9.46 feet to the beginning of a curve concave northeasterly having a radius of 1452.04 feet, said curve being concentric with and 52.00 feet southwesterly of said Control Line "A; thence southeasterly along said curve 64.40 feet through a central angle of 2°32'29"; thence leaving said concentric curve South 02°51'08" East 23.41 feet; thence South 47°19'39" East 56.04 feet; thence North 85°40'06" East 24.04 feet to a line that is parallel with and 52.00 feet southwesterly of said Control Line "A"; thence along said parallel line South 49°19'56" East 9.99 feet to the beginning of a curve concave northeasterly having a radius of 3108.59 feet; thence leaving said parallel line southeasterly along said curve 124.83 feet through a central angle of 2°18'03" to a reverse curve concave southwesterly having a radius of 3092.59 feet, a radial line to said beginning of curve bears North 38°22'01" East; thence southeasterly along said curve 124.22 feet through a central angle of 2°18'05" to a line that is parallel with and 47.00 feet southwesterly of Control Line "A"; thence along said parallel line South 49°19'54" East 151.04 feet; thence North 46°39'39" East 94.53 feet to a line that is parallel with and 47.00 feet northeasterly of said Control Line "A"; thence along said parallel line North 49°19'54" West 160.86 feet to the beginning of a curve concave northeasterly having a radius of 3092.59 feet; thence leaving said parallel line northwesterly along said curve 124.26 feet through a central angle of 2°18'08" to the beginning of a reverse curve concave southwesterly having a radius of 3108.59 feet, a radial line to said beginning of reverse curve bears North 42°58'14" East; thence northwesterly along said curve 124.83 feet through a central angle of 2°18'03" to a point which is South 47°53'33" East 55.02 feet from a point which is North 40°40'06" East 53.06 feet from the hereinabove described Point "E"; thence North 47°53'33" West 111.82 feet; thence North 45°10'56" West 9.92 feet to the beginning of a curve concave

Legal Description
Exhibit "A"
Parcel I-E-5
(Portion of Reuse Plan Disposition Site 40)

northeasterly having a radius of 143.50 feet; thence northwesterly along said curve 31.99 feet through a central angle of 12°46'19"; thence North 32°24'37" West 28.61 feet to the beginning of a curve concave southwesterly having a radius of 159.50 feet; thence northwesterly 31.79 feet along said curve through a central angle of 11°25'16" to a line that is parallel with and 64.00 feet northeasterly of said Control Line "**A**"; thence along said parallel line North 43°49'53" West 42.11 feet to the beginning of a curve concave southwesterly having a radius of 1464.04 feet, said curve being concentric with and 64.00 feet northeasterly of said Control Line "**A**"; thence northeasterly along said concentric curve 140.62 feet through a central angle of 5°30'11" to a line parallel with and 64.00 feet northeasterly of said Control Line "**A**"; thence North 49°20'04" West 15.29 feet along said line; thence leaving said parallel line North 04°20'50" West 58.00 feet to a line parallel with and 50.00 feet southeasterly of said centerline of Red Hill Avenue; thence along said parallel line South 40°38'29" West 44.98 feet; thence leaving said parallel line South 04°20'50" East 28.29 feet to a line parallel with and 70.00 feet southeasterly of said centerline of Red Hill Avenue; thence along said parallel line South 40°38'29" West 40.00 feet to the **True Point of Beginning**.

Containing 92,587 square feet or 2.13 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

PSOMAS

Legal Description

Exhibit "A"

Parcel I-E-5

(Portion of Reuse Plan Disposition Site 40)

Prepared under my supervision

Walter A. Sheek April 26, 2002

Walter A. Sheek P.L.S. 4838 Date

Expires 9/30/04

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

EXHIBIT B

RS 97-1015

APPROVED BY
DATE 5-1-07

R.S.B. 165/31-39

BEARING TABLE		
No.	BEARING	DISTANCE
L1	S49°20'07"E	3.18'
L2	S31°06'57"E	31.73'
L3	S43°49'53"E	61.09'
L4	S57°59'07"E	36.66'
L5	S43°49'50"E	9.46'
L6	S02°51'08"E	23.41'
L7	S47°19'39"E	56.04'
L8	N85°40'06"E	24.04'
L9	S49°19'56"E	9.99'
L12	N45°10'56"W	9.92'
L13	N32°24'37"W	28.61'
L14	N43°49'53"W	42.11'
L15	N49°20'04"W	15.29'
L16	N04°20'50"W	58.00'
L17	S40°38'29"W	44.98'
L18	S04°20'50"E	28.29'
L19	S40°38'29"W	80.00'
L20	S85°37'54"W	28.27'
L21	S40°37'39"W	45.05'
L22	N85°38'45"E	74.96'
L23	N85°40'05"E	21.21'
L27	S40°38'29"W	40.00'

LOT 78 BLOCK 10

0 50 100

GRAPHIC SCALE: 1"=100'

CURVE TABLE			
No.	RADIUS	LENGTH	DELTA
C1	1348.04'	45.04'	01°54'51"
C2	42.00'	11.95'	16°18'19"
C3	58.00'	12.87'	12°42'56"
C4	58.00'	14.33'	14°09'14"
C5	42.00'	10.38'	14°09'17"
C6	1452.04'	64.40'	02°32'29"
C7	143.50'	31.99'	12°46'19"
C8	159.50'	31.79'	11°25'16"

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

IRVINE'S M.R.M. SUBDIVISION 1/88

SANTA FE RD.

RED HILL AVE.

N40°38'29"E 862.02'

N40°37'39"E 2640.40'

P.O.B. CONTROL LINE "A"

CONTROL LINE "A"

50'

PARCEL I-E-5

S49°20'07" E 106.23'

70.01'

POINT "HH"

POB PCL. I-E-5

36.22'

2.13 acres

R=1464.04' L=140.62' Δ=05°30'11"

R=1400.04' L=134.49' Δ=05°30'14"

64'

16'

52'

VARIES

N47°53'33"W 111.82'

55.02'

N40°40'06"E 53.06'

101.77'

S43°49'53"E

Δ=04°14'15" L=103.54'

R=1400.04' L=134.40' Δ=05°30'01"

S41°55'52"W (RAD)

N40°40'11"E (RAD)

R=3092.59' L=124.26' Δ=02°18'08"

N42°58'14"E PRC (RAD)

L=124.83' Δ=02°18'03"

R=3108.59'

Δ=01°15'46" L=30.86'

S49°19'54"E 586.96'

POINT "II"

R=3108.59' L=124.83' Δ=02°18'03"

R=3092.59' L=124.22' Δ=02°18'05"

N38°22'01"E PRC (RAD)

N42°34'44"E PCC (RAD)

N43°37'41"E (RAD)

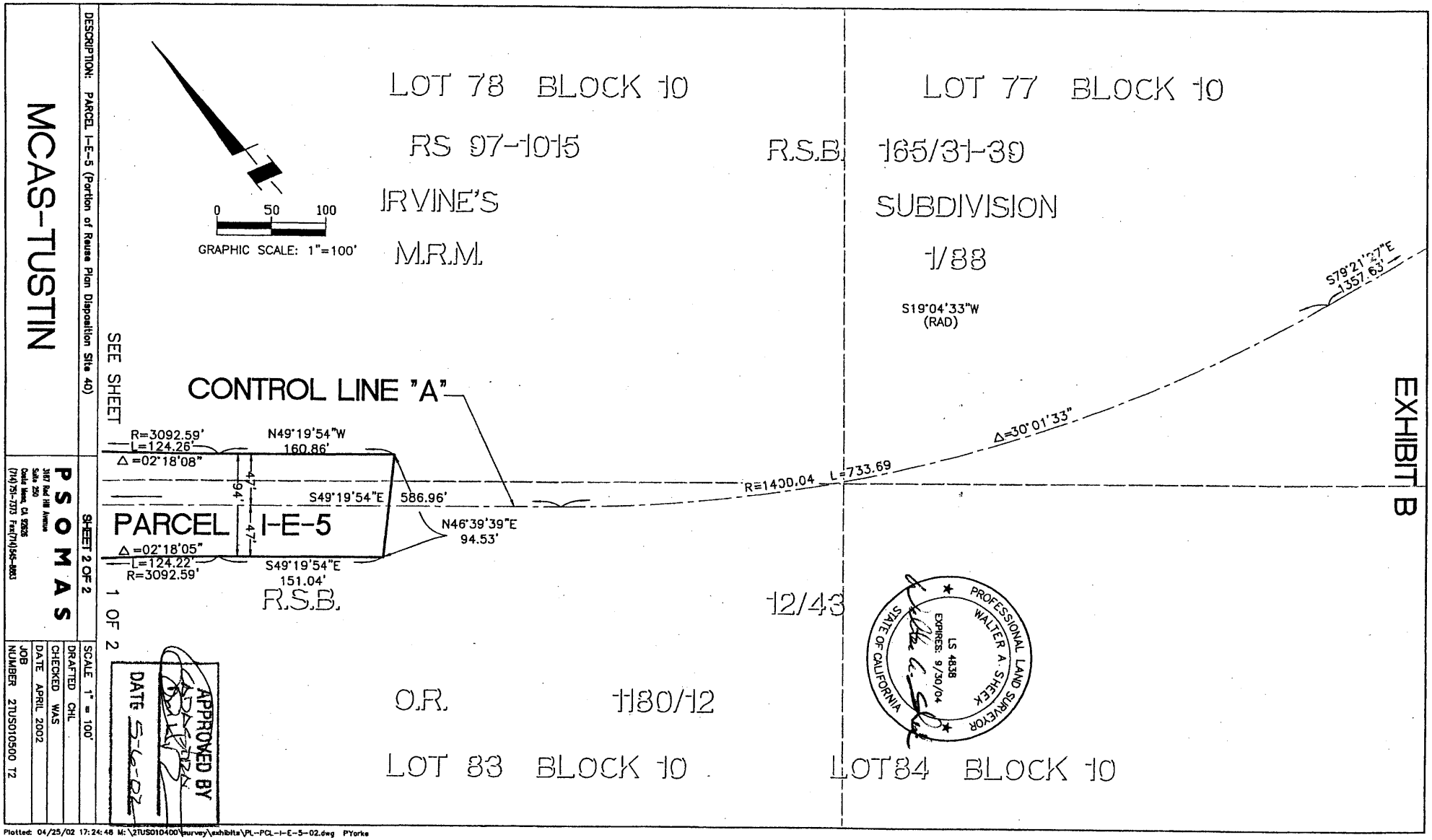
R.S.B. 12/43

LOT 83 BLOCK 10

SEE SHEET 2 OF 2

DESCRIPTION: PARCEL I-E-5 (Portion of Reuse Plan Disposition Site 40)	SHEET 1 OF 2	SCALE 1" = 100.00
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED CHL CHECKED WAS DATE APRIL 2002 JOB NUMBER 2TUS010500 T2

Plotted: 04/25/02 18:49:48 M:\2TUS010400\survey\exhibits\PL_PCL_I-E-5-01.dwg PYorke



Plotted: 04/25/02 17:24:48 M:\2TUS010400\survey\exhibits\PL-PCL-I-E-5-02.dwg PYorke

PSOMAS

Legal Description

Exhibit "A"

Parcel I–E–6

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being a portion of Blocks 9 and 10 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, also as shown on a map filed in Book 165, Pages 31 through 39, inclusive, of Records of Survey, all of the records of said County, described as follows:

Parcel I–E-6

Beginning at the northern most corner of exception Parcel "C" as described in the Decree on Declaration of Taking, Civil Case No. 2398-y, filed January 19, 1943, and recorded in Book 1180, Page 12 of Official Records of said County, said corner being on the southeasterly line of Red Hill Avenue (having a southeasterly half-width of 30 feet) as shown on said Record of Survey; thence along said southeasterly line the following three (3) courses:

1) North 40°37'53" East 1.14 feet;
2) North 40°37'39" East 2640.40 feet;
3) North 40°38'29" East 1320.92 feet to the southwesterly line of the land shown on the map filed in Book 64, Page 39 of Parcel Maps, records of said County;

thence along said southwesterly line South 49°21'28" East 30.00 feet to a line that is parallel with and 30.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°38'29" West 530.94 feet; thence leaving said parallel line South 49°21'31" East 5.00 feet to a line that is parallel with and 35.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°38'29" West 470.00 feet; thence leaving said parallel line South 49°21'31" East 12.00 feet to a line that is parallel with and 47.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°38'29" West 180.00 feet; thence leaving said parallel line

Legal Description

Exhibit "A"

Parcel I–E–6

(Portion of Reuse Plan Disposition Site 40)

North 49°21'31" West 12.00 feet to a line that is parallel with and 35.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°38'29" West 50.00 feet; thence leaving said parallel line North 04°20'50" West 21.22 feet to a line that is parallel with and 20.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°38'29" West 44.98 feet; thence leaving said parallel line South 04°20'50" East 28.29 feet to a line that is parallel with and 40.00 feet southeasterly from said southeasterly line; thence along said parallel line and its southwesterly prolongation South 40°38'29" West 80.00 feet; thence leaving said parallel line South 85°37'54" West 28.27 feet to a line that is parallel with and 20.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°37'39" West 45.05 feet; thence leaving said parallel line North 85°38'32" East 38.17 feet to a line that is parallel with and 47.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°37'39" West 700.00 feet; thence leaving said parallel line North 49°22'21" West 5.00 feet to a point that is parallel with and 42.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°37'39" West 815.62 feet; thence leaving said parallel line South 49°22'21" East 5.00 feet to a line that is parallel with and 47.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°37'39" West 720.00 feet; thence leaving said parallel line South 49°22'21" East 12.00 feet to a line that is parallel with and 59.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°37'39" West 180.00 feet; thence leaving said parallel line North 49°22'21" West 12.00 feet to a line that is parallel with and 47.00 feet southeasterly from said southeasterly line; thence along said parallel line South 40°37'39" West 50.00 feet; thence leaving said parallel line South 03°57'37" East 29.63 feet; thence South 40°39'59" West 76.78 feet to the northeasterly line of said Parcel "C"; thence along said northeasterly line

PSOMAS

Legal Description

Exhibit "A"

Parcel I–E–6

(Portion of Reuse Plan Disposition Site 40)

North 49°20'01" West 67.75 feet to the point of beginning.

Excepting therefrom the following Parcel

All of that land described as Parcel "D" as described in the Decree of Declaration of Taking recorded in Book 1180, Page 12 of Official Records of said County

Containing 160,790 Square Feet or 3.77 Acres, more or less South Parcel.(south of exception)

Containing 1132 Square Feet, more or less, North Parcel (north of exception)

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

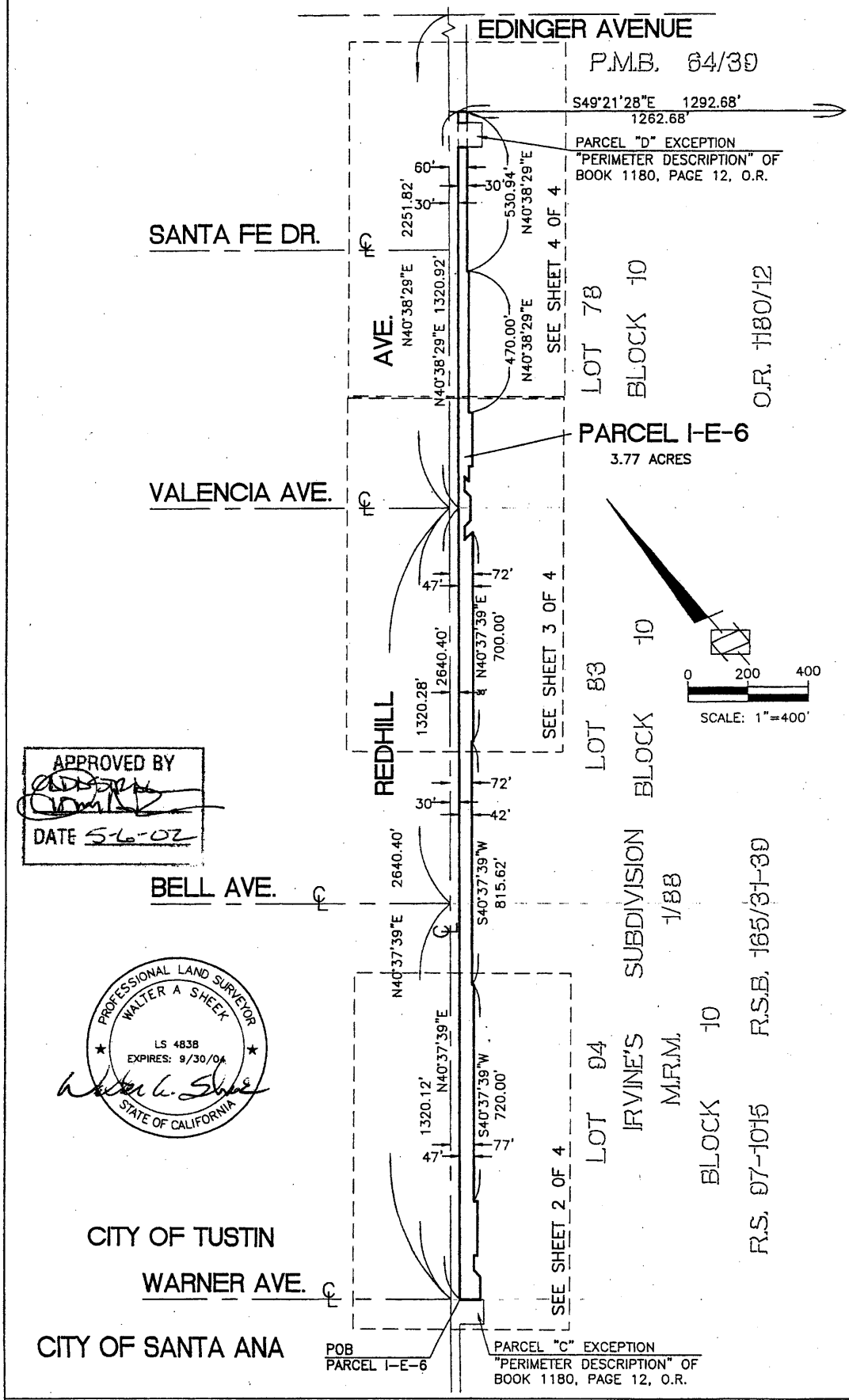
Prepared under my supervision:

Walter A. Sheek, P.L.S. 4838 — May 6, 2002 Date

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

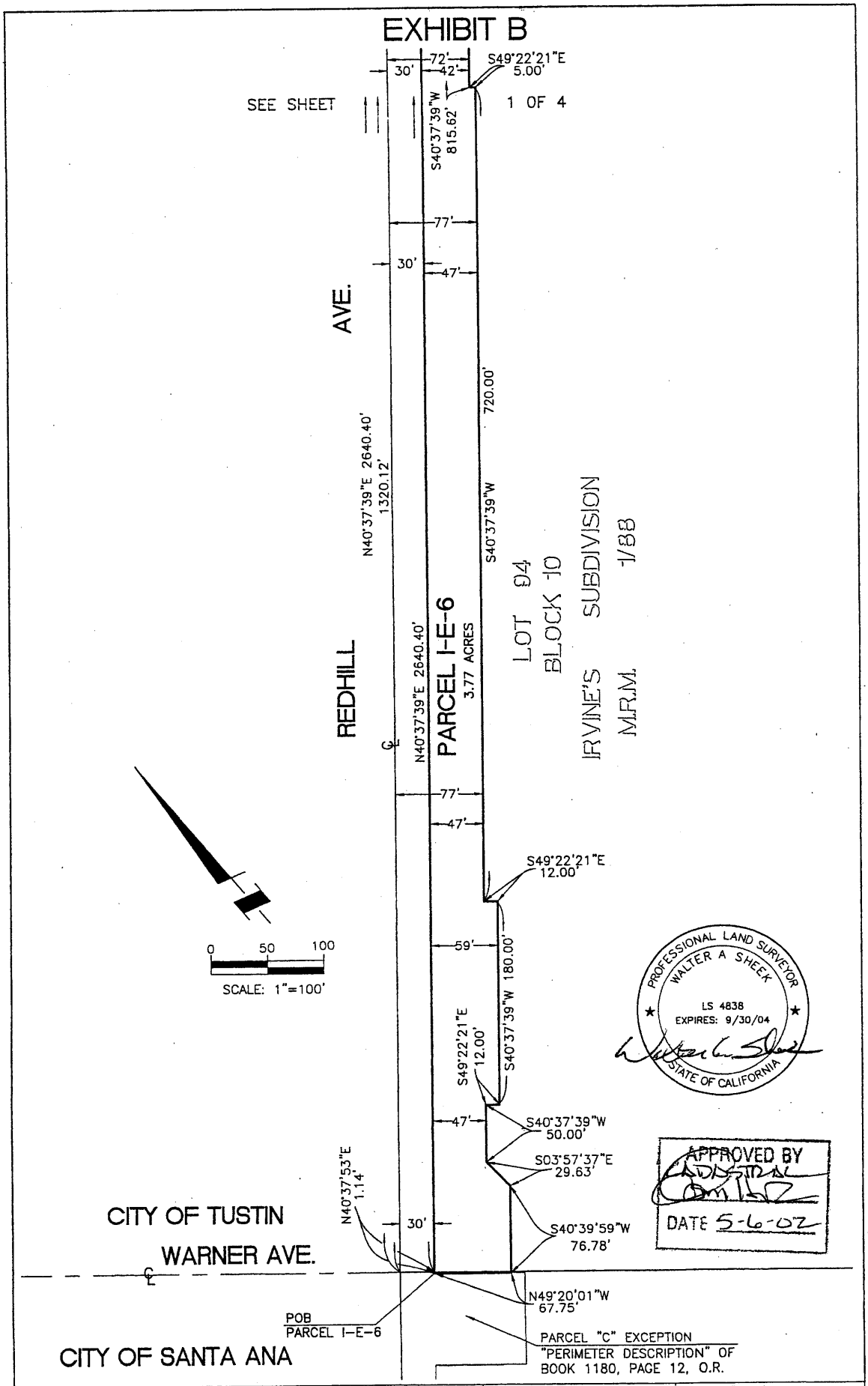
EXHIBIT B



DESCRIPTION: PARCEL I-E-6 (PORTION OF REUSE PLAN DISPOSITION SITE 40)	SHEET 1 OF 4	SCALE 1"=400'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED RAT CHECKED LS DATE APRIL, 2002 JOB NUMBER 2TUS010200

Plotted: 04/27/02 01:27:54 F:\Surveys\2tus010200\design\dwgdet\pol_I-E-6_sht1.dwg MKlaser

EXHIBIT B



DESCRIPTION: PARCEL I-E-6 (PORTION OF REUSE PLAN DISPOSITION SITE 40)

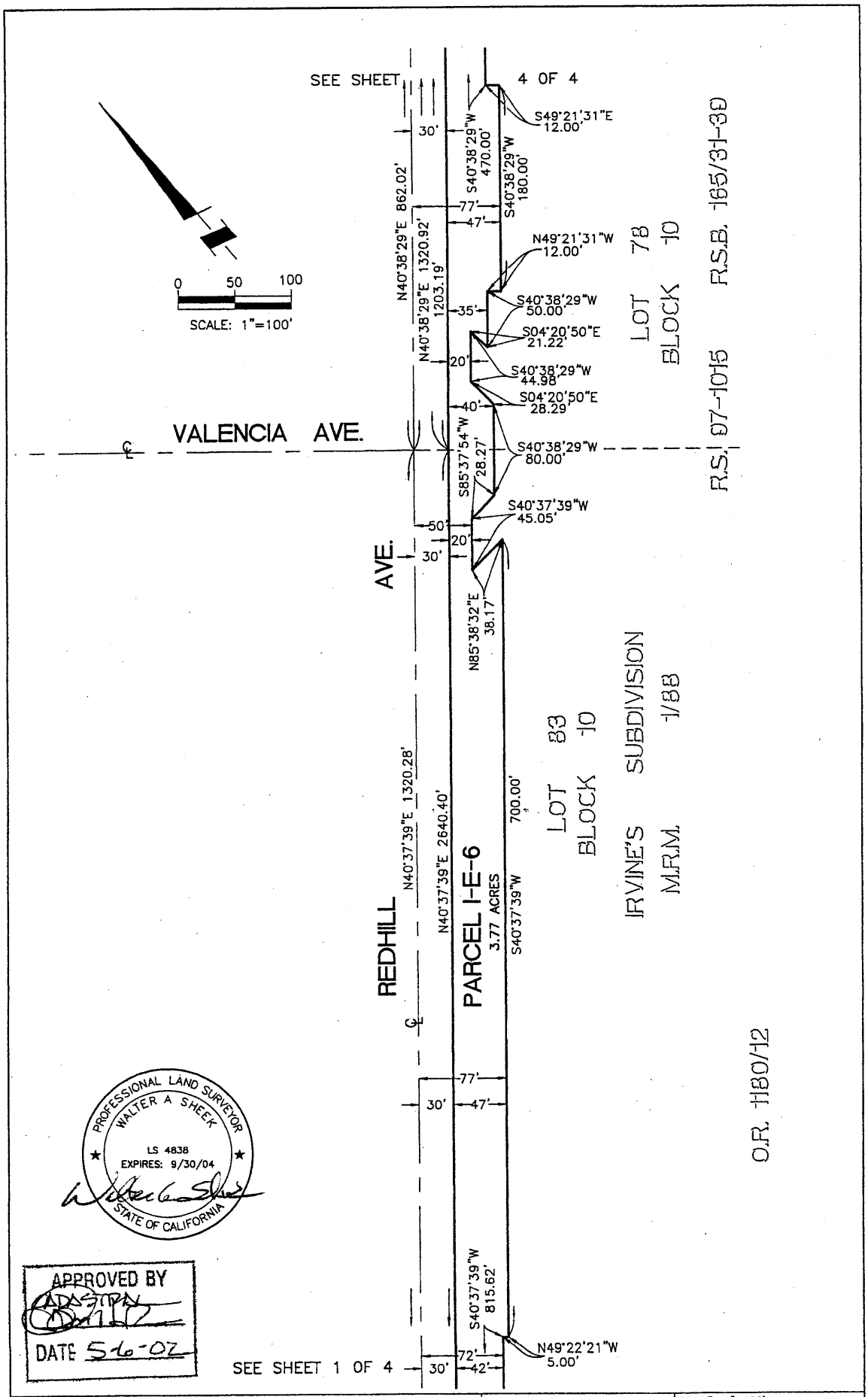
SHEET 2 OF 4

MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1"=100'
DRAFTED	RAT
CHECKED	LS
DATE	APRIL, 2002
JOB NUMBER	2TUS010200

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DESCRIPTION: PARCEL I-E-6 (PORTION OF REUSE PLAN DISPOSITION SITE 40)

SHEET 3 OF 4

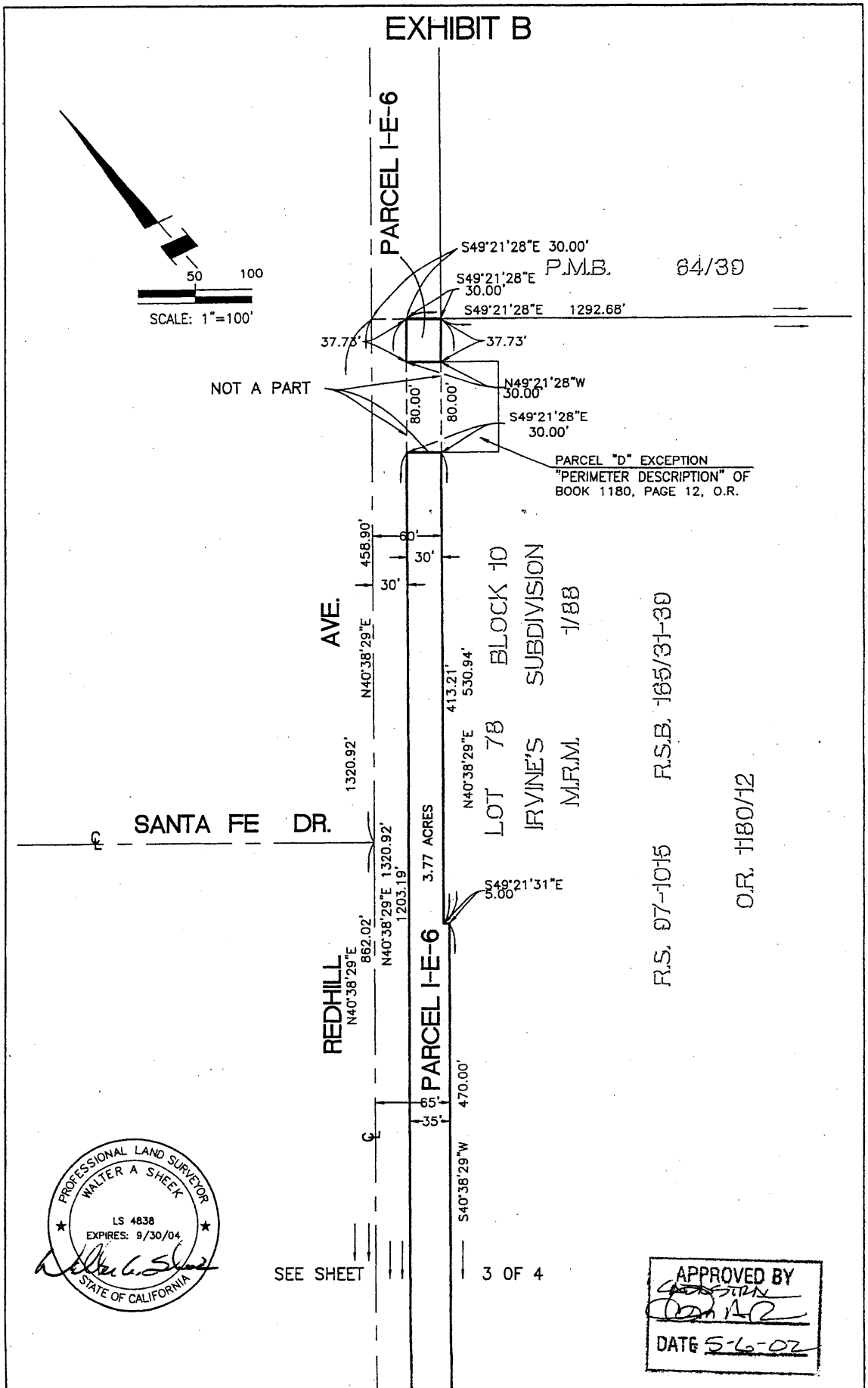
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1"=100'
DRAFTED	RAT
CHECKED	LS
DATE	APRIL, 2002
JOB NUMBER	2TUS010200

Plotted: 04/30/02 20:59:13 F:\Surveys\2tus010200\design\dwgdefs\pcd_I-E-6_sht3.dwg Chpeyan

EXHIBIT B



DESCRIPTION: PARCEL I-E-6 (PORTION OF REUSE PLAN DISPOSITION SITE 40)	SHEET 4 OF 4	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax (714) 545-8863	DRAFTED RAT CHECKED LS DATE APRIL, 2002 JOB NUMBER 2TUS010200

Plotted: 04/30/02 21:04:20 F:\Surveys\2tus010200\design\Vanpds\pd_I-E-6_alt14.dwg Chrpyen

Exhibit B

Hazardous Substances Notification

Deed E

Disposal Parcel[a]	Legal Descrip. Parcel	AOC	Hazardous Substances[b]	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	AD-01	*No evidence of a disposal area, covered with landscaping*	1946	NA
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	AD-02	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	1953-1958	NA
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	AMS-07	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	1963 to present	NA
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	MAW-05	Known visible well	unknown	NA
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	MAW-07	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	unknown	NA
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	ST-7	Solvents	1991 to 1999	S
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	ST-8	Paints	unkown to 1996	S
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	ST-8	Solvents	unkown to 1996	S
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	ST-9A	Paints	1991-1995	S
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	ST-9A	Solvents	1991-1995	S
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	ST-9B	Paints	unknown to 1991	S
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	ST-9B	Solvents	unknown to 1991	S
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	ST-10	Solvents	1991-1995	S
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	ST-10	Potassium bicarbonate	1991-1995	S
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	ST-10	Speedy-Dry absorbent	1991-1995	S
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	ST-66	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	ST-82	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	1992-1999	S
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	ST-90	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	1988-1998	S
Parcel 1	I-E-1, I-E-2, I-E-3, I-E-4	TOW-04	Solvents	1966-1993	S,D

Notes:

[a]Parcel number corresponds to the MCAS Tustin Reuse Plan Disposal Site number

[b]This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4

Reference: FOST dated 22 April 2002

Acronyms/Abbreviations:

AD - aerial photograph, possible disposal
AOC - area of concern
AMS - aerial photograph, miscellaneous, stain, possible spill
CAS - Chemical Abstracts Services
CFR - code of federal register
FOST - Finding of Suitability to Transfer
MAW - miscellaneous, abandoned well
MCAS - Marine Corps Air Station
NA - Not available
PR/VSI - preliminary review/visual site inspection
RCRA - Resource Conservation and Recovery Act
ST - storage, temporary
TBD - to be determined
TOW - treatment, oil/water separator

Exhibit B

Hazardous Substances Notification

Deed E

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 40	1-E-5, 1-E-6	MWA-6	Waste oil	NA	NA	NA	NA	Unknown	1950s to 1996	D
Parcel 40	1-E-5, 1-E-6	ST-29	Mercury	7439976	NA	U151	1	Unknown	1989 to 1994	R
Parcel 40	1-E-5, 1-E-6	ST-29	Methylene chloride	75092	Dichloromethane	U080	1	Unknown	1989 to 1994	R
Parcel 40	1-E-5, 1-E-6	ST-29	Acenaphthylene	208968	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	1-E-5, 1-E-6	ST-29	Anthracene	120127	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	1-E-5, 1-E-6	ST-29	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	1989 to 1994	R
Parcel 40	1-E-5, 1-E-6	ST-29	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1989 to 1994	R
Parcel 40	1-E-5, 1-E-6	ST-29	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	1-E-5, 1-E-6	ST-29	Benzo(g,h,I)perylene	191242	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	1-E-5, 1-E-6	ST-29	Dibenzo(a,h)anthracene	53703	Dibenz(a,h)anthracene, 2:5,6-dibenzanthracene	U063	1	Unknown	1989 to 1994	R
Parcel 40	1-E-5, 1-E-6	ST-29	Indeno(1,2,3-c,d)pyrene	193395	1,10-(1,2-phenylene)pyrene	U137	1	Unknown	1989 to 1994	R
Parcel 40	1-E-5, 1-E-6	ST-29	JP-5	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-E-5, 1-E-6	ST-29	Hydraulic fluids	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-E-5, 1-E-6	ST-29	Freon	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-E-5, 1-E-6	ST-29	Polyurethane	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-E-5, 1-E-6	ST-29	Speedy-Dry adsorbent	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-E-5, 1-E-6	ST-30	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1990 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-30	Mercury	7439976	NA	U151	1	Unknown	1990 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-30	4,4'-DDD	72548	DDD, DDE, 1,1'(2,2-dichloroethylidene)bis[2-chlorobenzene]	U060	1	Unknown	1990 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-30	4,4'-DDE	72559	DDE	NA	1	Unknown	1990 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-30	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	1990 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-30	Xylenes	1330207	Dimethylbenzene	U239	1,000	Unknown	1990 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-30	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1990 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-30	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1990 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-30	Bis(2-ethylhexyl)phthalate	117817	Diethylhexyl phthalate, [bis(2-ethylhexyl)] ester, 1,2-benzenedicarboxylic acid,	U028	1	Unknown	1990 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-30	Transmission oil	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-E-5, 1-E-6	ST-30	Grease	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-E-5, 1-E-6	ST-30	Isopropyl alcohol	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-E-5, 1-E-6	ST-30	Lubricant oil	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-E-5, 1-E-6	ST-30	Propellant propane	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-E-5, 1-E-6	ST-30	Corrosion-preventative oil	NA	NA	NA	NA	Unknown	1990 to 1995	S

Exhibit B

Hazardous Substances Notification

Deed E

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 40	1-E-5, 1-E-6	ST-32A, B, C	aircraft cleaning compound	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	1-E-5, 1-E-6	ST-32A, B, C	engine gas	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	1-E-5, 1-E-6	ST-32A, B, C	path cleaner	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	1-E-5, 1-E-6	ST-32A, B, C	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	Unknown	???? To 1995	NA
Parcel 40	1-E-5, 1-E-6	ST-33	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	Mercury	7439976	NA	U151	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	4,4'-DDE	72559	DDE	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	Acenaphthylene	208968	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	Anthracene	120127	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	Benzo(g,h,I)perylene	191242	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	Chrysene	218019	1,2-benzphenathrene	U050	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	Dibenzo(a,h)anthracene	53703	Dibenz(a,h)anthracene, 2:5,6-dibenzanthracene	U063	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	Fluoranthene	206440	Benzo(j,j)fluorene	U120	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	Indeno(1,2,3-cd)pyrene	193395	1,10-(1,2-phenylene)pyrene	U137	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	Phenanthrene	85018	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	Pyrene	129000	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-E-5, 1-E-6	ST-33	JP-5	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	1-E-5, 1-E-6	ST-33	Hydraulic fluids	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	1-E-5, 1-E-6	ST-33	Speedy-Dry adsorbent	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	1-E-5, 1-E-6	TOW-7	Waste oil	NA	NA	NA	NA	Unknown	1989 to 1997	S
Parcel 40	1-E-5, 1-E-6	TOW-7	Detergent	NA	NA	NA	NA	Unknown	1989 to 1997	S
Parcel 40	1-E-5, 1-E-6	TOW-7	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	Unknown	1989 to 1997	S

Notes:

[a]Parcel number corresponds to the MCAS Tustin Reuse Plan Disposal Site number

[b]This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4

[c]NA - The reported substance is not listed on the 40 CFR 302.4 table and therefore has no corresponding reportable quantity

Exhibit B

Hazardous Substances Notification

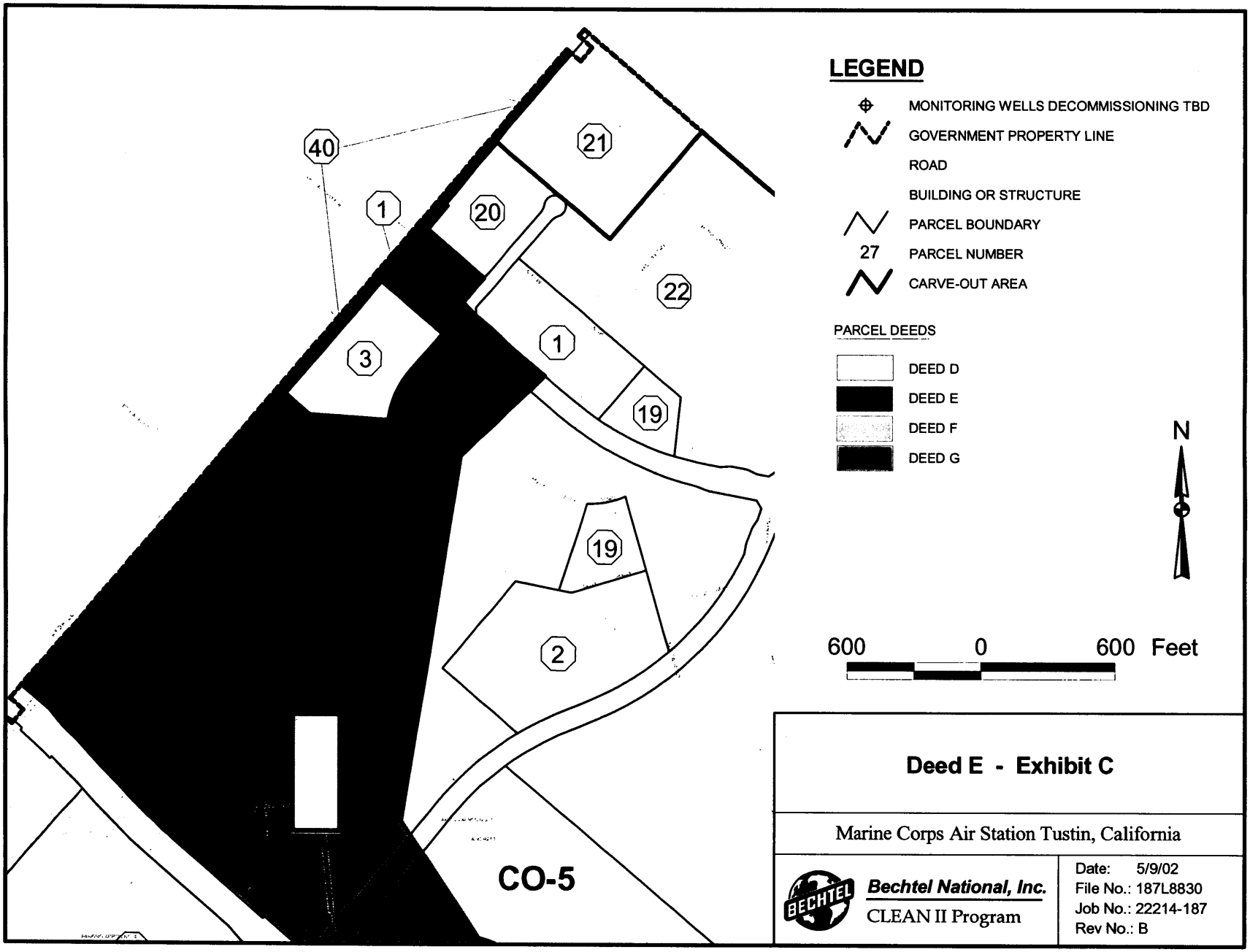
Deed E

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of

Reference: FOST dated 28 September 2001

Acronyms/Abbreviations:

AD - air photo, possible disposal
AOC - area of concern
AMS - aerial photograph, miscellaneous, stain, possible spill
AST - aboveground storage tank
CAS - Chemical Abstracts Services
CFR - code of federal register
DSD - disposal, storm drain
DDD - Dichlorodiphenyldichlorethane
DDE - Dichlorodiphenyldichloroethene
DDT - Dichlorodiphenyltrichloroethane
EBS - Environmental Baseline Survey
JP-5 - Jet fuel
MAE - miscellaneous, air emission
MAW - miscellaneous, abandoned well
MCAS - Marine Corps Air Station
MEK - Methyl ethyl ketone
MFL - miscellaneous, fuel line
MGR - miscellaneous, grease rack
MMS - miscellaneous, major spill
MTBE - methyl tertiary butyl ether
MWA - miscellaneous, wash area
NA - Not available
PCB - Polychlorinated biphenyls
PR/VSI - preliminary review/visual site inspection
RCRA - Resource Conservation and Recovery Act
SAT - storage, aboveground tank
ST - storage, temporary
TOW - treatment, oil/water separator
UST - underground storage tank


40
21
1
20
22
3
1
19
19
2
CO-5
LEGEND
MONITORING WELLS DECOMMISSIONING TBD
GOVERNMENT PROPERTY LINE
ROAD
BUILDING OR STRUCTURE
PARCEL BOUNDARY
27 PARCEL NUMBER
CARVE-OUT AREA
PARCEL DEEDS
DEED D
DEED E
DEED F
DEED G
N
600 0 600 Feet
Deed E - Exhibit C
Marine Corps Air Station Tustin, California
Bechtel National, Inc.
CLEAN II Program
Date: 5/9/02
File No.: 187L8830
Job No.: 22214-187
Rev No.: B

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

EXECUTION VERSION 5/10/02

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED F AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471

This **DEED** is made this day of 2002, by the **UNITED STATES OF AMERICA,** acting by and through the Department of the Navy, (the "GRANTOR") in favor of the **CITY OF TUSTIN, CALIFORNIA** the recognized local redevelopment authority for Marine Corps Air Station Tustin (the "GRANTEE"),

RECITALS:

WHEREAS

A. The GRANTEE has requested conveyance from the GRANTOR of a portion of the former Marine Corps Air Station Tustin, ("MCAS Tustin") which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L. No. 101-510; "Base Closure Act") and which is no longer required for military purposes; and

B. The GRANTOR is authorized to convey property at MCAS Tustin to the GRANTEE pursuant to the Base Closure Act; and

C. The GRANTOR has completed remedial actions on the property at MCAS Tustin to be conveyed to GRANTEE that are necessary to provide the covenant required by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I); and

D. The GRANTOR has found and determined that the property at MCAS Tustin to be conveyed to GRANTEE is suitable for transfer pursuant to Finding of Suitability for Transfer ("FOST") dated April 22, 2002; and

E. The GRANTOR and the GRANTEE have entered into the Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin (the "Agreement"), which sets forth the terms and conditions of the conveyance of portions of MCAS Tustin from the GRANTOR to the GRANTEE; and

F. Pursuant to California Civil Code §1471, GRANTOR has determined that it is reasonably necessary to impose certain restrictions on the use of the Property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the Property described hereinafter with particularity.

NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property, comprising approximately 12.44 acres, more or less (hereinafter "Property"), as more particularly described as Parcel I-F-1 in Exhibit "A."

1. TOGETHER WITH:

1.1. All buildings, facilities, roadways, rail lines, and other infrastructure, including the entire MCAS Tustin storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Property,

1.2 All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto,

1.3 All rights to minerals, gas, oil, and water.

2. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity:

2.1 The GRANTEE agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record.

2.2 A FOST has been completed and an Environmental Baseline Survey ("EBS") report is referenced in the FOST. The FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. GRANTEE acknowledges that it has received copies of the EBS and the FOST and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

2.3 Except as otherwise provided herein, or as otherwise provided by law, 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" and "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. Except for the environmental remediation which may be required to be undertaken by GRANTOR pursuant to paragraph 2.6 below, 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.

2.4 **Asbestos Containing Material**

2.4.1. GRANTEE is hereby informed and does hereby acknowledge that hazardous materials in the form of asbestos or asbestos-containing materials ("ACM") have been found and are otherwise presumed to exist in buildings and structures on the Property. The EBS and FOST disclose the presence of known asbestos or ACM hazards in such buildings and structures on the Property.

2.4.2. GRANTEE covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit occupancy and use of buildings and structures, or portions thereof, containing known asbestos or ACM hazards prior to abatement of such hazards. In connection with its use and occupancy of the Property, including, but not limited to, demolition of buildings and structures containing asbestos or ACM, it will comply with all applicable federal, state and local laws relating to asbestos and ACM.

2.4.3 An ACM survey has not been conducted for Building 254 on Parcel I-F-1. GRANTEE shall prohibit occupancy and use of Building 254 and portions thereof until ACM surveys have been conducted by GRANTEE or its successors and assigns, and any necessary abatement required under applicable federal, state and local laws relating to asbestos and ACM has been completed by GRANTEE or its successors and assigns.

2.4.4. The GRANTOR shall provide a notice of release, in recordable form, to the GRANTEE at such time as demolition of the buildings on the Property containing ACM has been completed and the appropriate government regulatory agency(s) have confirmed in writing to the GRANTEE that ACM has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws

and regulations. This notice of release shall be deemed to remove all notices and restrictions relating to ACM from the Property. The GRANTOR shall have no obligation under this subparagraph for the demolition of buildings or the removal of ACM or soil remediation related to such demolition or removal action.

2.5. **Notices And Covenants:**

2.5.1. **Notices: Hazardous Substance Notification.** Pursuant to 42 U.S.C. § 9620(h)(3)(A), and the provisions of 40 C.F.R. part 373, the Grantor hereby gives notice that hazardous substances were stored for one year or more, released or disposed of on the Property. The information contained in this notice is required by regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund"), 42 U.S.C. § 9620(h). The Grantor has made a complete search of its files and records concerning the Property. Based on that search, the type and quantity of such hazardous substances, the time at which such storage, release or disposal took place, to the extent such information is available, and a description of the remedial action taken, if any, is contained in Exhibit "B."

2.5.2. **Grant of Covenant [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I)].** The GRANTOR covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of transfer.

2.5.3. **Additional Remediation Obligation [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(II)].** The GRANTOR covenants and warrants that GRANTOR shall conduct any additional remedial action found to be necessary after the date of transfer for any hazardous substance existing on the Property prior to the date of this Deed. This covenant shall not apply to the extent that the GRANTEE caused or contributed to any release or threatened release of any hazardous substance, pollutant, or contaminant.

2.5.4. **Access [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(iii)].** In connection with GRANTOR's covenant in 2.5.3 above and in connection with ongoing remediation on GRANTOR's property adjacent to the Property, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that GRANTOR, or its officers, agents, employees, contractors and subcontractors, shall have the right, upon reasonable notice to GRANTEE, to enter upon the Property in any case in which a response or corrective action is found to be necessary at such property after the date of this deed, or such access is necessary to carry out a response action or corrective action on adjoining property. Neither GRANTEE, nor its successors and assigns, shall have any claim on account of such entries against the United States or any of its officers, agents, employees, contractors or subcontractors. The right to enter shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to

construct, operate, maintain or undertake any other response or corrective action as required or necessary, including, but not limited to monitoring wells, pumping wells, treatment facilities, and the installation of associated utilities. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, the GRANTOR (1) shall give the GRANTEE reasonable notice of any action to be taken related to such remedial or corrective actions on the Property, and (2) make reasonable efforts to minimize interference with the on-going use of the Property. Furthermore, the GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between the necessary environmental investigation and remediation activities and the GRANTEE's use of the Property. Any inspection, survey, investigation or other response, corrective or remedial action undertaken by GRANTOR will, to the maximum extent practical, be coordinated with representatives designated by the GRANTEE.

In connection with GRANTOR's remedial actions described above, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any such action.

2.6. **Indemnification Regarding Transferees.** The GRANTOR hereby recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. 102-484), as amended, regarding indemnification of transferees of closing Department of Defense property.

2.7. **Non-Discrimination**. GRANTEE covenants for itself, its successors and assigns, that it will comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property. The foregoing shall not be construed to prohibit the operation of federal or state approved programs focusing on the special needs of the homeless, veterans, victims of domestic violence and other classes of persons at risk; nor shall it be construed to prohibit employment practices not otherwise prohibited by law. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

3. NO HAZARD TO AIR NAVIGATION: GRANTEE covenants for itself, its successors and assigns, that in connection with any construction or alteration on the Property, it will obtain a determination of no hazard to air navigation from the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

4. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth herein are a binding servitude on the Property, shall inure to the benefit

of GRANTOR and GRANTEE and their respective successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code sections 1462 and 1471 and other applicable authority.

5. EASEMENTS:

5.1 GRANTOR, for itself and for its successors and assigns, hereby reserves an assignable non-exclusive Easement for ingress and egress on, over, or across (1) Moffet Drive as it is located on Parcel I-E-5 ("Roadways"), and (2) the Aircraft Parking Apron Number 1 as it is located on Parcel I-F-1 as of the date of this conveyance for use by GRANTOR's employees, contractors, delivery services, vendors, maintenance personnel and ancillary service providers for purposes of access to the following properties which remain in the ownership of the GRANTOR as of the effective date of this Deed ("Remaining Lands"): Parcel II-F-2.

5.2 To the extent one or more of the Roadway(s) described above are abandoned or otherwise cease to provide access to the Remaining Lands after the date of this conveyance, and said access continues to be required, said Easement shall be on, across, and over such other improved or unimproved roads provided by the GRANTEE, or its successor and assigns, that provide equivalent access to the Remaining Lands. In the event GRANTOR determines that access to the Remaining Lands is no longer required by GRANTOR, or is available on, across, and over other public road(s) open to public use for which access is not restricted or controlled for all members of the public, said Easement shall automatically terminate.

6. NOTICES: Notices shall be deemed sufficient under this Agreement if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure set forth herein by the intended recipient of such notice):

If to the City:

City of Tustin
300 Centennial Way
Tustin, California 92780
Attn: City Manager

Christine Shingleton
Assistant City Manager
City of Tustin
300 Centennial Way
Tustin, California 92780

With a copy to:	George R. Schlossberg, Esq. Kutak Rock LLP 1101 Connecticut Avenue, N.W. Suite 1000 Washington, DC 20036
If to Government:	Commanding Officer Southwest Division Engineering Field Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5189
With a copy to:	Navy BRAC Operations Office Attention BCM Tustin Southwest Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5190

7. LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this Quitclaim Deed:

7.1 Exhibit "A" - Legal Descriptions and Plats of the Property.
7.2 Exhibit "B" - CERCLA Notice pertaining to Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Quitclaim Deed and receipt of the documents described herein, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

Parcel I-F-1

(Portion of Reuse Plan Disposition Site 1)

In the City of Tustin, County of Orange, State of California, being those portions of Blocks 9 and 10 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Surveys, all of records of said County, described as follows:

For the purpose of this description the following two Control Lines are hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°37'39" East between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 05°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 05°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to a point hereinafter referred to as Point "A".

Control Line "B"

Beginning at the hereinabove described Point "A"; thence South 15°38'31" West 74.21 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southwesterly along said curve 1269.54 feet through a central

Legal Description

Exhibit "A"

Parcel I-F-1

(Portion of Reuse Plan Disposition Site 1)

angle of 51°57'19"; thence continuing southwesterly along said curve 441.51 feet through a central angle of 18°04'06"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly along said curve 694.50 feet through a central angle of 28°25'19"; thence South 39°10'31" West 893.93 feet to a point hereinafter to be referred to as Point "**N**"; thence continuing South 39°10'31" West 269.80 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of 32°59'59"; thence South 6°10'32" West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 842.93 feet through a central angle of 34°29'48"; thence South 40°40'20" West 437.45 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

PARCEL I-F-1

Beginning at hereinabove described Point "**N**"; thence leaving said Control Line "**B**", North 48°30'07" West 92.15 feet to the **TRUE POINT OF BEGINNING**; thence continuing North 48°30'07" West 50.00 feet; thence North 41°27'08" East 12.00 feet; thence North 48°32'52" West 180.00 feet; thence South 41°27'08" West 12.00 feet; thence North 48°32'52" West 341.31 feet; thence North 40°39'15" East 359.25 feet; thence North 50°08'15" West 173.88 feet; thence North 39°51'45" East 537.34 feet; thence South 50°08'15" East 157.69 feet to a point hereinafter to be referred to as Point "**CC**"; thence North 40°39'15" East 88.79 feet; thence South 50°49'29" East 398.40 feet; thence South 09°21'06" West 300.94 feet; thence South 33°57'12" East 70.07 feet to a line

Legal Description

Exhibit "A"

Parcel I-F-1

(Portion of Reuse Plan Disposition Site 1)

parallel with and 46.00 feet northwesterly of said Control Line "**B**"; thence South 39°10'31" West 64.28 feet along said parallel line to the beginning of a curve concave northwesterly having a radius of 3743.60 feet; thence southwesterly along said curve 149.73 feet through a central angle of 2°17'30" to the beginning of a reverse curve concave southeasterly having a radius of 3759.60 feet, a radial line to said beginning of curve bears North 48°31'59" West; thence southwesterly along said curve 150.37 feet through a central angle of 2°17'30"; thence South 39°10'31" West 10.00 feet to the beginning of a curve concave northwesterly having a radius of 143.50 feet; thence southwesterly along said curve 28.33 feet through a central angle of 11°18'37"; thence South 50°29'08" West 31.18 feet to the beginning of a curve concave southeasterly having a radius of 159.50 feet; thence southwesterly along said curve 31.49 feet through a central angle of 11°18'37" to a line that is parallel with and 64.00 feet northwesterly of said Control Line "**B**"; thence along said parallel line South 39°10'31" West 235.42 feet; thence leaving said parallel line South 85°18'50" West 38.94 feet to the **TRUE POINT OF BEGINNING.**

Excepting therefrom the following described parcels:

Exception No. 1

That portion of said Blocks 9 and 10 described as follows:

Beginning at the hereinabove described point "**CC**"; thence East 40.79 feet; thence South 526.25 feet; thence West 211.50 feet; thence North 526.25 feet; thence East 170.71 feet to the **Point of Beginning**.

Containing 542,098 square feet or 12.44 acres, more or less.

PSOMAS

Legal Description

Exhibit "A"

Parcel I-F-1

(Portion of Reuse Plan Disposition Site 1)

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

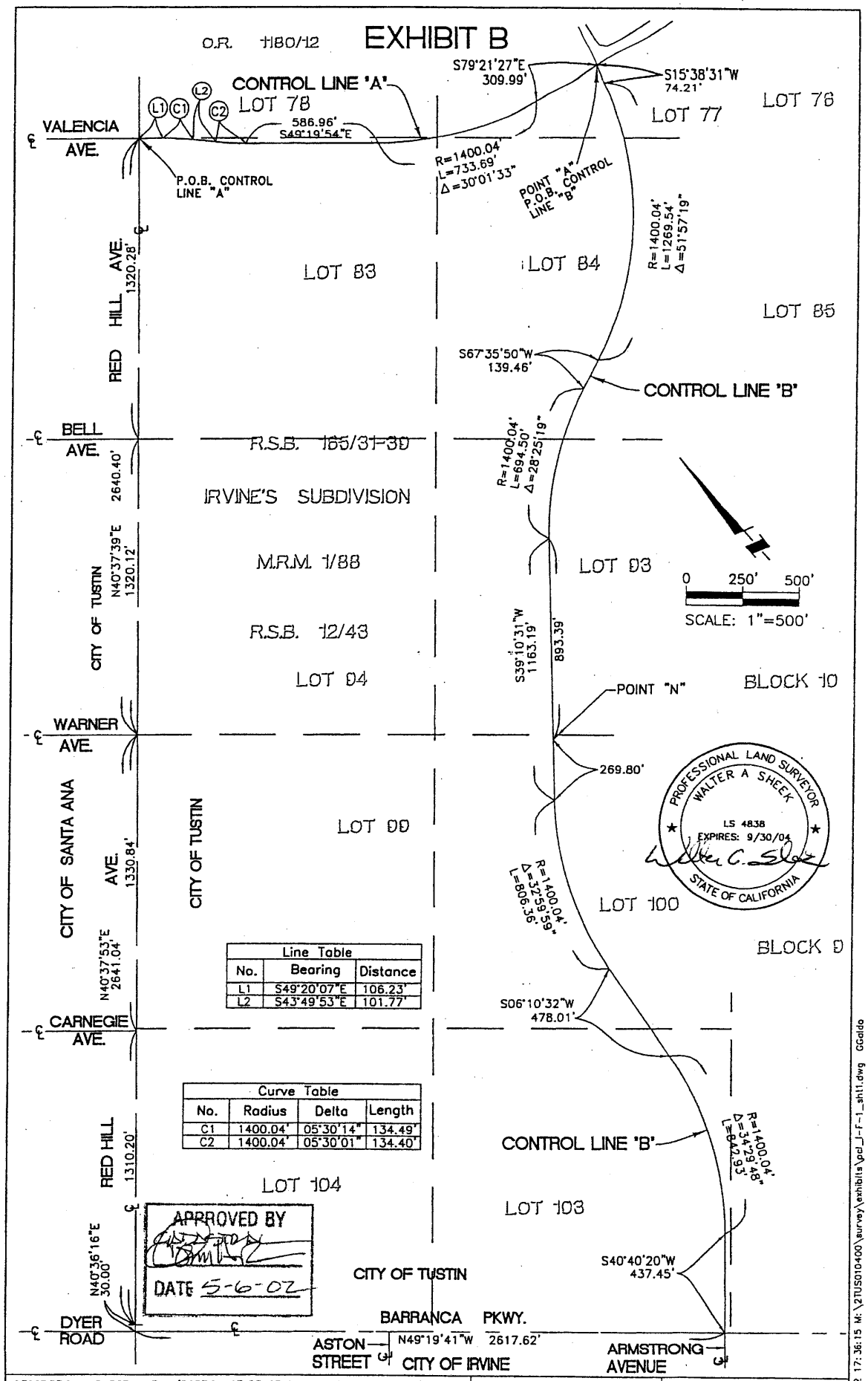
Prepared under my supervision:

Walter A. Sheek, P.L.S. — May 5, 2002 — Date

Expires: 9/30/04

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
CITY OF STOCKTON
DATE 5-6-02



DESCRIPTION: PARCEL 1-F-1 (PORTION OF REUSE PLAN DISPOSITION SITE 1)

SHEET 1 OF 2

SCALE 1"=500'

MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

DRAFTED SAB

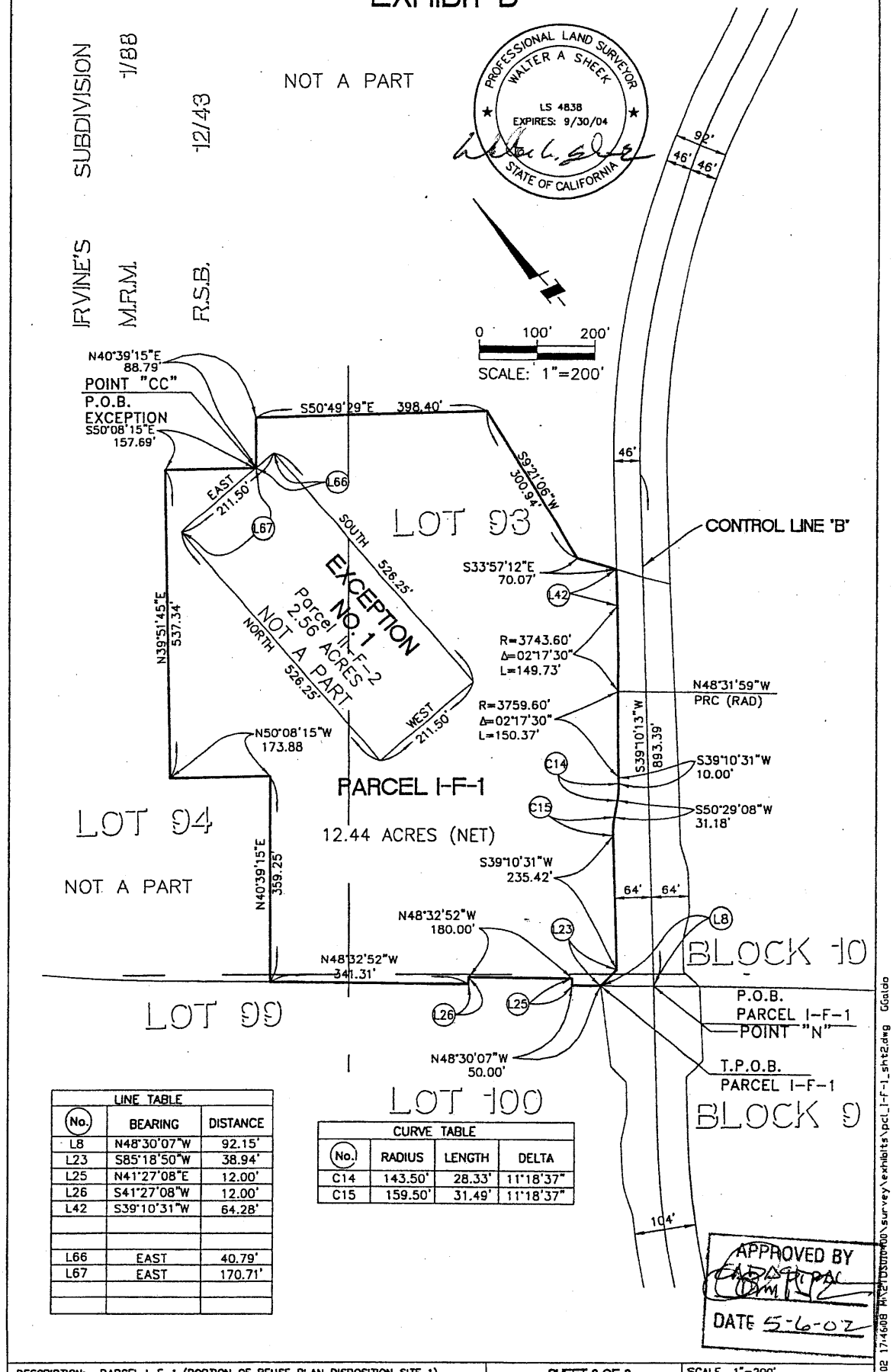
CHECKED LS

DATE MAY 2002

JOB NUMBER 2TUS010400

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EXHIBIT B



LINE TABLE		
No.	BEARING	DISTANCE
L8	N48°30'07"W	92.15'
L23	S85°18'50"W	38.94'
L25	N41°27'08"E	12.00'
L26	S41°27'08"W	12.00'
L42	S39°10'31"W	64.28'
L66	EAST	40.79'
L67	EAST	170.71'

CURVE TABLE			
No.	RADIUS	LENGTH	DELTA
C14	143.50'	28.33'	11°18'37"
C15	159.50'	31.49'	11°18'37"

DESCRIPTION: PARCEL I-F-1 (PORTION OF REUSE PLAN DISPOSITION SITE 1)

SHEET 2 OF 2

MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1"=200'
DRAFTED	SAB
CHECKED	LS
DATE	MAY 2002
JOB NUMBER	2TUS010400

Plotted: 05/02/02 17:46:08 M:\2TUS010400\survey\exhibits\pcl_I-F-1_sht2.dwg GGaldo

Exhibit B

Hazardous Substances Notification

Deed F

Disposal Parcel[a]	Legal Descrip. Parcel	AOC	Hazardous Substances[b]	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 1	1-F-2	ST-68 (A-C)	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA

Notes:
[a]Parcel number corresponds to the MCAS Tustin Reuse Plan Disposal Site number
[b]This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4

Reference: FOST dated 22 April 2002

Acronyms/Abbreviations:
AOC - area of concern
AMS - aerial photograph, miscellaneous, stain, possible spill
CFR - code of federal register
FOST - Finding of Suitability to Transfer
MCAS - Marine Corps Air Station
NA - Not available
PR/VSI - preliminary review/visual site inspection
ST - storage, temporary

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

EXECUTION VERSION 5/10/02

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED G AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471

This **DEED** is made this day of 2002, by the **UNITED STATES OF AMERICA,** acting by and through the Department of the Navy, (the "GRANTOR") in favor of the **CITY OF TUSTIN, CALIFORNIA** the recognized local redevelopment authority for Marine Corps Air Station Tustin (the "GRANTEE"),

RECITALS:

WHEREAS

A. The GRANTEE has requested conveyance from the GRANTOR of a portion of the former Marine Corps Air Station Tustin, ("MCAS Tustin") which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L. No. 101-510; "Base Closure Act") and which is no longer required for military purposes; and

B. The GRANTOR is authorized to convey property at MCAS Tustin to the GRANTEE pursuant to the Base Closure Act; and

C. The GRANTOR has completed remedial actions on the property at MCAS Tustin to be conveyed to GRANTEE that are necessary to provide the covenant required by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I); and

D. The GRANTOR has found and determined that the property at MCAS Tustin to be conveyed to GRANTEE is suitable for transfer pursuant to Finding of Suitability for Transfer ("FOST") dated April 22, 2002; and

E. The GRANTOR and the GRANTEE have entered into the Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin (the "Agreement"), which sets forth the terms and conditions of the conveyance of portions of MCAS Tustin from the GRANTOR to the GRANTEE; and

F. Pursuant to California Civil Code §1471, GRANTOR has determined that it is reasonably necessary to impose certain restrictions on the use of the Property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the Property described hereinafter with particularity.

NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property, comprising approximately 150.4 acres, more or less (hereinafter "Property"), as more particularly described as Parcel I-G-1, I-G-2, and I-G-6 in Exhibit "A."

1. TOGETHER WITH:

1.1. All buildings, facilities, roadways, rail lines, and other infrastructure, including the entire MCAS Tustin storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Property,

1.2 All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto,

1.3 All rights to minerals, gas, oil, and water.

2. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity:

2.1 The GRANTEE agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record.

2.2 A FOST has been completed and an Environmental Baseline Survey ("EBS") report is referenced in the FOST. The FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. GRANTEE acknowledges that it has

received copies of the EBS and the FOST and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

2.3 Except as otherwise provided herein, or as otherwise provided by law, 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" and "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. Except for the environmental remediation which may be required to be undertaken by GRANTOR pursuant to paragraph 2.6 below, 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.

2.4 **Asbestos Containing Material**

2.4.1. GRANTEE is hereby informed and does hereby acknowledge that hazardous materials in the form of asbestos or asbestos-containing materials ("ACM") have been found and are otherwise presumed to exist in buildings and structures on the Property. The EBS and FOST disclose the presence of known asbestos or ACM hazards in such buildings and structures on the Property.

2.4.2. GRANTEE covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit occupancy and use of buildings and structures, or portions thereof, containing known asbestos or ACM hazards prior to abatement of such hazards. In connection with its use and occupancy of the Property, including, but not limited to, demolition of buildings and structures containing asbestos or ACM, it will comply with all applicable federal, state and local laws relating to asbestos and ACM.

2.4.3 An ACM survey has not been conducted for Buildings/Structures 562, 569, 584, 590, 592, 597, and 607 on Parcel I-G-1. GRANTEE shall prohibit occupancy and use of those buildings and structures and portions thereof until ACM surveys have been conducted by GRANTEE or its successors and assigns, and any necessary abatement required under applicable federal, state and local laws relating to asbestos and ACM has been completed by GRANTEE or its successors and assigns.

2.4.4. The GRANTOR shall provide a notice of release, in recordable form, to the GRANTEE at such time as demolition of the buildings on the Property containing ACM has been completed and the appropriate government regulatory agency(s) have confirmed in writing to the GRANTEE that ACM has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This notice of release shall be deemed to remove all notices and restrictions relating to ACM from the Property. The GRANTOR shall have no obligation under this

subparagraph for the demolition of buildings or the removal of ACM or soil remediation related to such demolition or removal action.

2.5 **Lead Based Paint (LBP).**

2.5.1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. Building 182 is restricted from residential use and children are not allowed to occupy the building. When Building 182 is demolished, the GRANTEE or its successors and assigns, will be required to demolish the building in accordance with applicable laws and conduct post-demolition sampling and abatement of any soil-lead hazards related to the demolition prior to occupation of any newly constructed buildings. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Pursuant to 40 CFR Section 745.113 the following notice is provided; "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

2.5.2. The GRANTEE hereby acknowledges the required disclosure of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978 in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X). The GRANTEE acknowledges the receipt of available records and reports pertaining to LBP and/or LBP hazards and receipt of the Environmental Protection Agency (EPA) approved pamphlet "Protect Your Family from Lead in Your Home" (EPA 747-K-94-001). Furthermore, the GRANTEE acknowledges that it has read and understood the EPA pamphlet.

2.5.3. 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 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.

2.5.4. 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, arising after the conveyance of the Property from the GRANTOR to the GRANTEE, whether the GRANTEE has properly warned, or failed to properly warn, the persons injured.

2.5.5. The GRANTOR shall provide a notice of release, in recordable form, to the GRANTEE at such time as demolition of the buildings on the Property containing LBP has been completed and the appropriate government regulatory agency(s) have confirmed in writing to the GRANTEE that LBP has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This Notice of Release shall be deemed to remove all notices and restrictions relating to LBP from the Property. The GRANTOR shall have no obligation under this subparagraph for the demolition of buildings or the removal of LBP or soil remediation related to such demolition or removal action.

2.6. **Notices And Covenants:**

2.6.1. **Notices: Hazardous Substance Notification.** Pursuant to 42 U.S.C. § 9620(h)(3)(A), and the provisions of 40 C.F.R. part 373, the Grantor hereby gives notice that hazardous substances were stored for one year or more, released or disposed of on the Property. The information contained in this notice is required by regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund"), 42 U.S.C. § 9620(h). The Grantor has made a complete search of its files and records concerning the Property. Based on that search, the type and quantity of such hazardous substances, the time at which such storage, release or disposal took place, to the extent such information is available, and a description of the remedial action taken, if any, is contained in Exhibit "B."

2.6.2. **Grant of Covenant [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I)].** The GRANTOR covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of transfer.

2.6.3. **Additional Remediation Obligation [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(II)].** The GRANTOR covenants and warrants that GRANTOR shall conduct any additional remedial action found to be necessary after the date of transfer for any hazardous

substance existing on the Property prior to the date of this Deed. This covenant shall not apply to the extent that the GRANTEE caused or contributed to any release or threatened release of any hazardous substance, pollutant, or contaminant.

2.6.4. **Access [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(iii)].** In connection with GRANTOR's covenant in 2.6.3 above and in connection with ongoing remediation on GRANTOR's property adjacent to the Property, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that GRANTOR, or its officers, agents, employees, contractors and subcontractors, shall have the right, upon reasonable notice to GRANTEE, to enter upon the Property in any case in which a response or corrective action is found to be necessary at such property after the date of this deed, or such access is necessary to carry out a response action or corrective action on adjoining property. Neither GRANTEE, nor its successors and assigns, shall have any claim on account of such entries against the United States or any of its officers, agents, employees, contractors or subcontractors. The right to enter shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary, including, but not limited to monitoring wells, pumping wells, treatment facilities, and the installation of associated utilities. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, the GRANTOR (1) shall give the GRANTEE reasonable notice of any action to be taken related to such remedial or corrective actions on the Property, and (2) make reasonable efforts to minimize interference with the on-going use of the Property. Furthermore, the GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between the necessary environmental investigation and remediation activities and the GRANTEE's use of the Property. Any inspection, survey, investigation or other response, corrective or remedial action undertaken by GRANTOR will, to the maximum extent practical, be coordinated with representatives designated by the GRANTEE.

In connection with GRANTOR's remedial actions described above, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any such action.

2.7. **Environmental Restriction.**

2.7.1. The following environmental covenants, conditions, and restrictions (hereinafter "environmental restrictions") regarding the use of the Property have been determined by the GRANTOR to be reasonably necessary to protect present or future human health or safety or the environment as provided by CERCLA and California Civil Code Section 1471. The environmental restrictions made and accepted herein by GRANTEE shall be for the benefit of and enforceable by the GRANTOR herein as provided under Civil Code Section 1471 and applicable Federal statutes and regulations, shall run with the land, and shall be binding on

the GRANTEE, its successors and assigns. GRANTOR has installed monitoring and pumping wells, together with associated monitoring and other equipment on the Property. The approximate location of those wells and associated equipment is shown on Exhibit "C." GRANTEE, its successors and assigns, shall not alter, disturb or remove said wells or equipment without the prior written approval of GRANTOR, United States Environmental Protection Agency, California Department of Toxic Substance Control, and Regional Water Quality Board, Santa Ana Region (collectively "Cognizant Regulatory Agencies").

2.7.2. These environmental restrictions may be released at such time as the GRANTOR and the Cognizant Regulatory Agencies have determined that the restricted Property is protective of present or future human health or safety of the environment for the use that was formerly prohibited. Upon receipt of such written confirmation, the GRANTOR shall deliver to the GRANTEE in recordable form, a release (the "Release") relating specifically to the environmental use restrictions set forth in this deed. The execution of the Release by the GRANTOR shall remove all notices and restrictions relating to the remedy addressed by the restrictions from the title to the Property.

2.8. **Indemnification Regarding Transferees.** The GRANTOR hereby recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. 102-484), as amended, regarding indemnification of transferees of closing Department of Defense property.

2.9. **Non-Discrimination**. GRANTEE covenants for itself, its successors and assigns, that it will comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property. The foregoing shall not be construed to prohibit the operation of federal or state approved programs focusing on the special needs of the homeless, veterans, victims of domestic violence and other classes of persons at risk; nor shall it be construed to prohibit employment practices not otherwise prohibited by law. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

3. **NO HAZARD TO AIR NAVIGATION:** GRANTEE covenants for itself, its successors and assigns, that in connection with any construction or alteration on the Property, it will obtain a determination of no hazard to air navigation from the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

4. **THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS** set forth herein are a binding servitude on the Property, shall inure to the benefit

of GRANTOR and GRANTEE and their respective successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code sections 1462 and 1471 and other applicable authority.

5. EASEMENTS:

5.1 GRANTOR, for itself and for its successors and assigns, hereby reserves an assignable non-exclusive Easement for ingress and egress on, over, or across Moffett Drive, Windmill Road, and Johnson Street as they are each located on Parcel I-G-1 ("Roadways") as of the date of this conveyance for use by GRANTOR's employees, contractors, delivery services, vendors, maintenance personnel and ancillary service providers for purposes of access to the following properties which remain in the ownership of the Grantor as of the effective date of this Deed ("Remaining Lands"): Parcel II-G-5, Parcel III-G-4 and Parcel IV-G-3.

5.2 To the extent one or more of the Roadway(s) described above are abandoned or otherwise cease to provide access to the Remaining Lands after the date of this conveyance, and said access continues to be required, said Easement shall be on, across, and over such other improved or unimproved roads provided by the GRANTEE, or its successor and assigns, that provide equivalent access to the Remaining Lands. In the event GRANTOR determines that access to the Remaining Lands is no longer required by GRANTOR, or is available on, across, and over other public road(s) open to public use for which access is not restricted or controlled for all members of the public, said Easement shall automatically terminate.

6. NOTICES: Notices shall be deemed sufficient under this Agreement if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure set forth herein by the intended recipient of such notice):

If to the City:

City of Tustin
300 Centennial Way
Tustin, California 92780
Attn: City Manager

Christine Shingleton
Assistant City Manager
City of Tustin
300 Centennial Way
Tustin, California 92780

With a copy to:	George R. Schlossberg, Esq. Kutak Rock LLP 1101 Connecticut Avenue, N.W. Suite 1000 Washington, DC 20036
If to Government:	Commanding Officer Southwest Division Engineering Field Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5189
With a copy to:	Navy BRAC Operations Office Attention BCM Tustin Southwest Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5190

7. LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this Quitclaim Deed:

7.1 Exhibit "A" - Legal Descriptions and Plats of the Property.
7.2 Exhibit "B" - CERCLA Notice pertaining to Property.
7.3 Exhibit "C" - Location of Monitoring and Pumping Wells.

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Quitclaim Deed and receipt of the documents described herein, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

Parcel I-G-1

(Portion of Reuse Plan Disposition Site 16)

In the City of Tustin, County of Orange, State of California, being those portions of Blocks 9, 10, 46, and 47 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on the map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, both of the records of said County, described as follows:

For the purpose of this description the following Control Line is hereby established:

Control line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°38'29" East between Valencia Avenue and Edinger Avenue; thence South 49°20'07" East 106.23 to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to a point hereinafter to be referred to as Point "**A**"; thence continuing South 79°21'27" East 1047.64 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.34 feet through a central angle of 30°00'42"; thence South 49°20'45" East 1521.19 feet.

Legal Description

Exhibit "A"

Parcel I-G-1

(Portion of Reuse Plan Disposition Site 16)

Control line "B"

Beginning at the hereinbefore described point "**A**"; thence South 15°38'31" West 74.21 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly, southwesterly and westerly along said curve 1269.54 feet through a central angle of 51°57'19"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence westerly and Southwesterly along said curve 330.03 feet through a central angle of 13°30'23" to a point hereinafter referred to as Point **"EE"**, a radial line to said point bears North 35°54'33" West; thence continuing southwesterly along said curve 364.47 feet through a central angle of 14°54'56" ; thence South 39°10'31" West 1163.19 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southeasterly along said curve 806.36 feet through a central angle of 32° 59' 59" ; thence South 6°10'32" West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 842.93 feet through a central angle of 34°29'48"; thence South 40°40'20" West 437.45 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

Control Line "F"

Beginning at the intersection of the centerline of Von Karman Avenue with the centerline of Barranca Parkway as shown on said Record of Survey, the centerline of Barranca Parkway having a bearing of North 49°19'54" West between Von Karman Avenue and Jamboree Road; thence leaving said intersection North 40°40'06" East 302.71 feet to the beginning of a curve concave southerly having a radius of 1800.05 feet; thence

Legal Description
Exhibit "A"
Parcel I-G-1
(Portion of Reuse Plan Disposition Site 16)

northeasterly and easterly 1825.01 feet along said curve through a central angle of 58°05'25"; thence South 81°14'29" East 725.96 feet to a point hereafter described as Point "**FF**" , said point being the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence easterly and northeasterly 1788.24 feet along said curve through a central angle of 73°10'57" to a point hereinafter referred to as Point "**GG**"; thence continuing northeasterly and northerly along said curve 170.48 feet through a central angle of 06°58'37"; thence North 18°35'57" East 1562.86 feet to the beginning of a curve concave southeasterly having a radius of 2350.06 feet; thence northerly and northeasterly along said curve 904.63 feet through a central angle of 22°03'19"; thence North 40°39'16" East 84.76 feet to the easterly prolongation of said Control Line "**A**", said point being distant along said prolongation South 49°20'45" East 70.41 feet from the easterly terminus of said Control Line "**A**", said point also being the terminus of the herein described Control Line "**F**".

Parcel I-G-1

Beginning at the above mentioned Point "**EE**" as described in said Control Line "**B**" thence South 35°54'33" East 46.00 feet radial to said Control Line "**B**", to the **True Point Of Beginning;** thence South 49°19'54" East 1922.91 feet; thence North 40°40'06" East 1176.28 feet to a line having a bearing of North 49° 19'54" West which passes through a point on a line parallel with and distant 60.00 feet westerly, measured at right angles, from that certain course in said Control line "**F**" having a bearing and distance of North 18° 35'57" East 1562.86 feet, said point being distant along said parallel line South 18° 35' 57' West 306.63 feet from a point which is North 71°24'03" West 60.00 feet from the northerly terminus of that certain course in Control Line "**F**" last cited;

Legal Description
Exhibit "A"
Parcel I-G-1
(Portion of Reuse Plan Disposition Site 16)

thence along said line South 49°19'54" East 1628.70 feet to said parallel line; thence along said parallel line South 18°35'57" West 1256.23 feet to the beginning of a curve concave northwesterly having a radius of 1340.04, being concentric with and distant 60.00 feet westerly from said Control Line "**F**"; thence southerly and southwesterly along said curve 1154.65 feet through a central angle of 49°22'09"; thence leaving said concentric curve North 24°10'15" West 12.01 feet to a point on a non-tangent curve concave northerly having a radius of 1328.04, being concentric with and distant 72.00 feet northwesterly from said Control Line "**F**", a radial line to said point bears South 22°00'44" East; thence westerly 181.16 feet along said curve through a central angle of 07°48'57"; thence leaving said concentric curve South 24°10'13" East 12.18 feet to the intersection with the southwesterly continuation of said 1340.04 foot radius curve, a radial line to said point bears South 14°17'12" East; thence concentric and parallel with said Control Line "**F**" westerly along said curve 538.98 feet through a central angle of 23°02'43"; thence North 81°14'29" West parallel with Control Line "**F**" 599.71 feet; thence leaving said parallel line North 43°38'07" West 31.73 feet; thence North 06°01'48" West 28.78 feet to the beginning of a curve concave westerly having a radius of 2410.07 feet; thence northerly 50.01 feet along said curve through a central angle of 01°11'20"; thence North 83°58'10" East 12.00 feet to the beginning of a non-tangent curve concave westerly having a radius of 2422.07 being concentric with and distant 12.00 feet easterly from the northerly continuation of said 2410.07 foot radius curve, a radial line to said beginning of curve bears North 82°47'13" East; thence northerly along said curve 180.34 feet through a central angle of 04°15'58"; thence leaving said concentric curve South 83°58'12" West 12.06 feet to a point on the northerly continuation of said 2410.07 foot radius curve, a radial line to said point bears North 78°29'37" East; thence northerly and northwesterly

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(Portion of Reuse Plan Disposition Site 16)

along said curve 1558.11 feet through a central angle of 37°02'30"; thence North 48°32'53" West 807.56 feet; thence North 47°35' 35" West 300.05 feet; thence North 48°32'53" West 183.41 feet to a line that bears South 48° 53'39" East passing through a point in said Control Line "**B**" that lies North 39° 10'31" East 269.80 feet along said control line from the southerly terminus that certain course described above as "South 39°10'31"West 1163.19 feet" in said Control line "**B**"; thence North 04°41'11" West 35.97 feet to a line that is parallel with and distant southeasterly 52.00 feet, measured at right angles, from said Control Line "**B**"; thence along said parallel line North 39°10'31" East 50.00 feet to the beginning of a curve concave to the southeast having a radius of 42.00 feet; thence leaving said parallel line northeasterly along said curve 10.38 feet through a central angle of 14°09'13"; thence North 53°19'44" East 36.66 feet to the beginning of a curve concave to the northwest having a radius of 58.00 feet; thence northeasterly along said curve 14.33 feet through a central angle of 14°09'13"; thence North 39°10'31" East 60.00 feet to the beginning of a curve concave to the northwest having a radius of 58.00 feet; thence northeasterly along said curve 14.33 feet through a central angle of 14°09'13"; thence North 25°01'18" East 36.66 feet to the beginning of a curve concave to the southeast having a radius of 42.00 feet and at its northeasterly terminus being tangent to a line that is parallel with and distant southeasterly 52.00 feet from said Control line "**B**"; thence northeasterly along said curve 10.38 feet through a central angle of 14°09'13"; thence along said parallel line North 39°10'31" East 112.19 feet to the beginning of a curve concave to the northwest having a radius of 3759.60 feet; thence leaving said parallel line northeasterly along said curve 150.35 feet through a central angle of 02°17'30" to the beginning of a reverse curve concave to the southeast having a radius of 3743.60, a radial line to said beginning of curve bears

Legal Description
Exhibit "A"
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(Portion of Reuse Plan Disposition Site 16)

North 53°06'59" West; thence northeasterly along said curve 149.73 feet through a central angle of 02°17'30" to a line parallel with and distant southeasterly 46.00 feet, measured at right angles, from said Control Line "**B**"; thence parallel with said Control Line "**B**" North 39°10'31" East 227.85 feet to the beginning of a curve concave to the southeast having a radius of 1354.04 feet, being concentric with and distant southeasterly 46.00 feet from said control line "**B**"; thence northeasterly along said curve 352.49 feet through a central angle of 14°54'56" to the **True Point of Beginning.**

Exception No. 1

Excepting Therefrom that portion of said Block 46 described as follows:

Beginning at the hereinabove described Point "**GG**" as described in said Control Line "**F**"; thence North 64°24'30" West, radial to said Control Line "**F**", 60.00 feet to the beginning of a curve concave westerly having a radius of 1340.04 feet, being concentric with and distant 60.00 feet northwesterly from said Control Line "**F**", a radial line to said beginning of curve bears South 64°24'30" West; thence northerly along said curve 163.54 feet through a central angle of 06°59'33" to a line parallel with and distant 60.00 feet westerly from said Control Line "**F**"; thence North 18°35'57" East 120.18 feet along said parallel line to the **True Point of Beginning**; thence continuing along said parallel line North 18°35'57" East 526.06 feet; thence leaving said parallel line West 180.20 feet; thence South 01°25'36" East 498.74 feet to the **True Point of Beginning**.

Exception No. 2

Also Excepting Therefrom those portions of said Blocks 46 and 47 described as follows:

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(Portion of Reuse Plan Disposition Site 16)

Beginning at the above described Point **"FF"** as described in Control line **"F"**; thence North 08°45'31" East, radial to said Control Line "**F**", 60.00 feet to the beginning of a non-tangent curve concave northerly having a radius of 1340.04 feet, being concentric with and distant 60.00 feet northwesterly from said Control Line "**F**", a radial line to said beginning of curve bears South 08°45'31" West; thence easterly 4.86 feet along said concentric curve through a central angle of 00°12'29" to the **True Point of Beginning**; thence North 31°12'41" West 218.63 feet; thence North 03°23'34" West 642.13 feet; thence North 49°05'08" West 188.57 feet; thence North 05°58'30" East 264.19 feet; thence North 63°40'32" East 319.65 feet; thence South 52°56'23" East 180.45 feet; thence North 68°59'21" East 346.54 feet; thence East 236.00 feet; thence South 24°59'54" East 744.22 feet; thence South 12°00'08" East 129.84 feet; thence South 32°35'37" West 540.43 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 1340.04 feet, being concentric with and 60.00 feet northwesterly of the above described Control Line "**F**", a radial line to said beginning of curve bears South 25°24'09" East; thence southwesterly along said curve 78.84 feet through a central angle of 03°22'15"; thence leaving said concentric curve North 24°10'15" West 12.01 feet to a point on a non-tangent curve concave to the northwest having a radius of 1328.04 being concentric with and distant 72.00 feet northwesterly from said Control Line "**F**", a radial line to said beginning of curve bears South 22°00'44" East; thence westerly along said curve 181.16 feet through a central angle of 07°48'57"; thence leaving said concentric curve South 24°10'13" East 12.18 feet to the intersection with southwesterly prolongation of said 1340.04 foot radius curve, a radial line to said point bears South 14°17'12" East; thence

Legal Description
Exhibit "A"
Parcel I-G-1
(Portion of Reuse Plan Disposition Site 16)

concentric with said Control Line "**F**" westerly along said curve 534.12 feet through a central angle of 22°50'14" to the **True Point of Beginning.**

Exception No. 3

Also Excepting Therefrom that portion of said Block 46 described as follows:

Beginning at the hereinabove described Point "**GG**" as described in said Control Line "**F**"; thence North 64°24'30" West radial to said Control Line "**F**" 60.00 feet to a point on a curve concentric with and distant 60.00 feet northwesterly from said Control Line "**F**", said point being the **True Point of Beginning**; thence leaving said curve North 49°58'51" West 516.58 feet; thence
South 79°44'35" West 53.35 feet; thence North 10°28'19" West 613.47 feet; thence North 79°23'24" East 180.59 feet; thence South 10°36'35" East 613.74 feet; thence North 66°42'20" East 58.79 feet; thence South 49°23'29" East 361.07 feet to the beginning of a non-tangent curve having a radius of 1340.04 feet, being concentric with and distant 60.00 feet westerly from said Control Line "**F**", a radial to said beginning bears South 71°04'21" East; thence southerly and southwesterly along said curve 155.86 feet through a central angle of 06°39'51" to the **True Point of Beginning.**

Exception No. 4

Also Excepting Therefrom that portion of said Blocks 10 and 46 described as follows:

PSOMAS

Legal Description

Exhibit "A"

Parcel I-G-1

(Portion of Reuse Plan Disposition Site 16)

Beginning at the hereinabove described Point "**EE**" as described in said Control Line "**B**"; thence along the above-described radial line South 35°54'33" East 46.00 feet to the **True Point of Beginning**; thence South 49°19'54" East 1922.91 feet; thence North 40°40'06" East 1176.28 feet to a line having a bearing of North 49° 19'54" West which passes through a point on a line parallel with and distant 60.00 feet westerly, measured at right angles, from that certain course in said Control line "**F**" having a bearing and distance of North 18° 35'57" East 1562.86 feet, said point being distant along said parallel line South 18° 35' 57' West 306.63 feet from a point which is North 71°24'03" West 60.00 feet from the northerly terminus of that certain course in Control Line "**F**" last cited; thence along said line South 49°19'54" East 373.31 feet; thence South 06°04'27" West 364.28 feet; thence South 74°02'39" West 763.93 feet; thence South 14°52'08" East 354.62 feet; thence South 65°28'17" West 755.15 feet; thence North 25°48'57" West 880.64 feet; thence North 74°32'34" West 640.67 feet; thence North 70°09'11" West 269.51 feet; thence North 33°57'12" West 467.62 feet to a point on a line parallel with and distant 46.00 feet southeasterly of the line described above in Control Line "**B**" as "South 39°10'31" West 1163.19 feet"; thence along said parallel line North 39°10'31" East 191.48 feet to the beginning of a curve concave southeasterly having a radius of 1354.04 feet, said curve being concentric with and 46.00 feet southeasterly of Control Line "**B**"; thence northeasterly along said concentric curve 352.49 feet through a central angle of 14°54'56" to the **True Point of Beginning**.

Containing 4,832,890 square feet or 110.95 acres (net), more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

PSOMAS

Legal Description

Exhibit "A"

Parcel I-G-1

(Portion of Reuse Plan Disposition Site 16)



Prepared under my supervision

Walter A. Sheek, P.L.S. — May 6, 2002 — Date

Expires: 9/30/2004

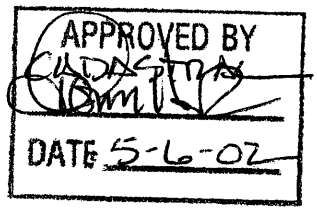
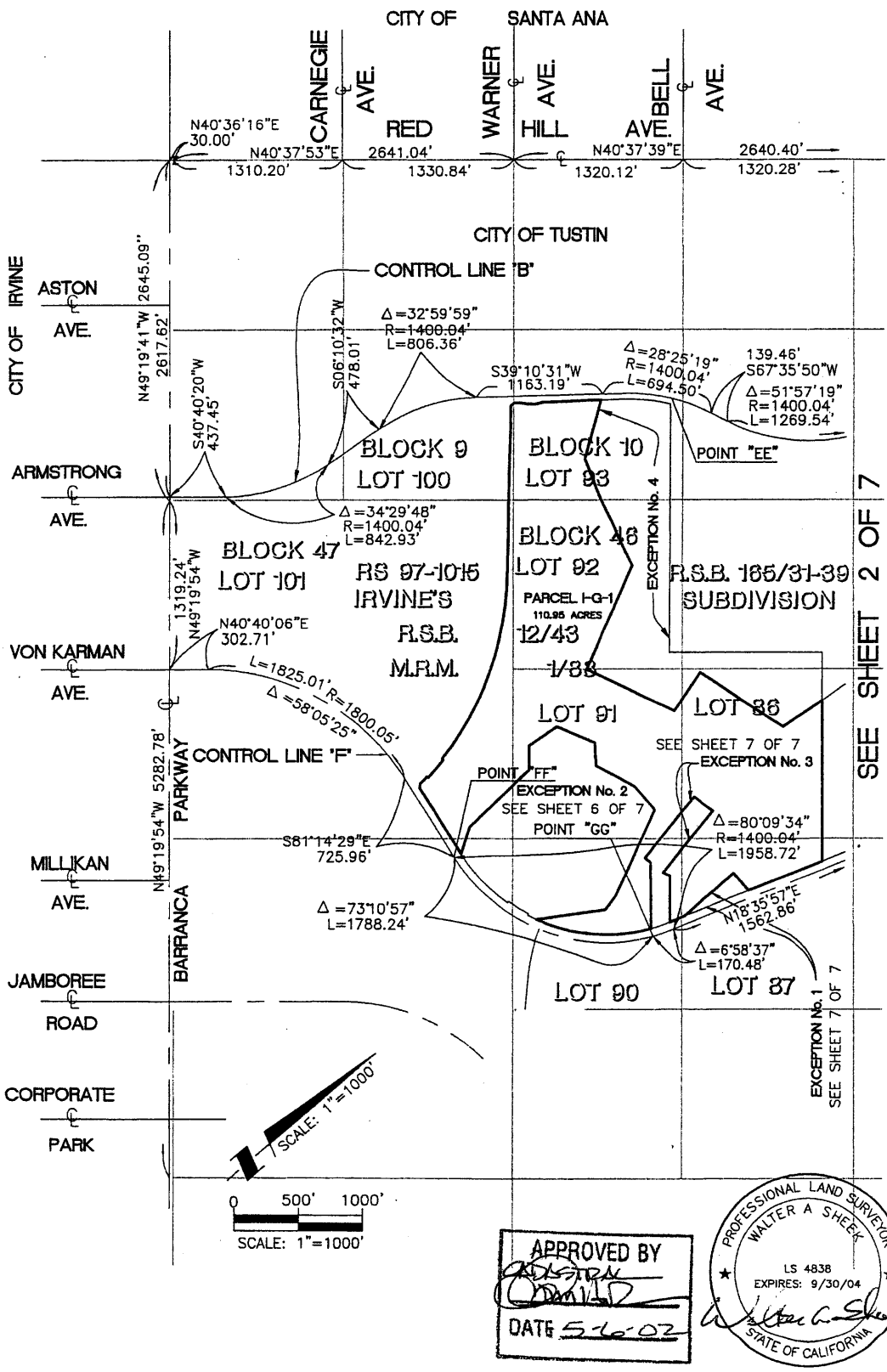


EXHIBIT B



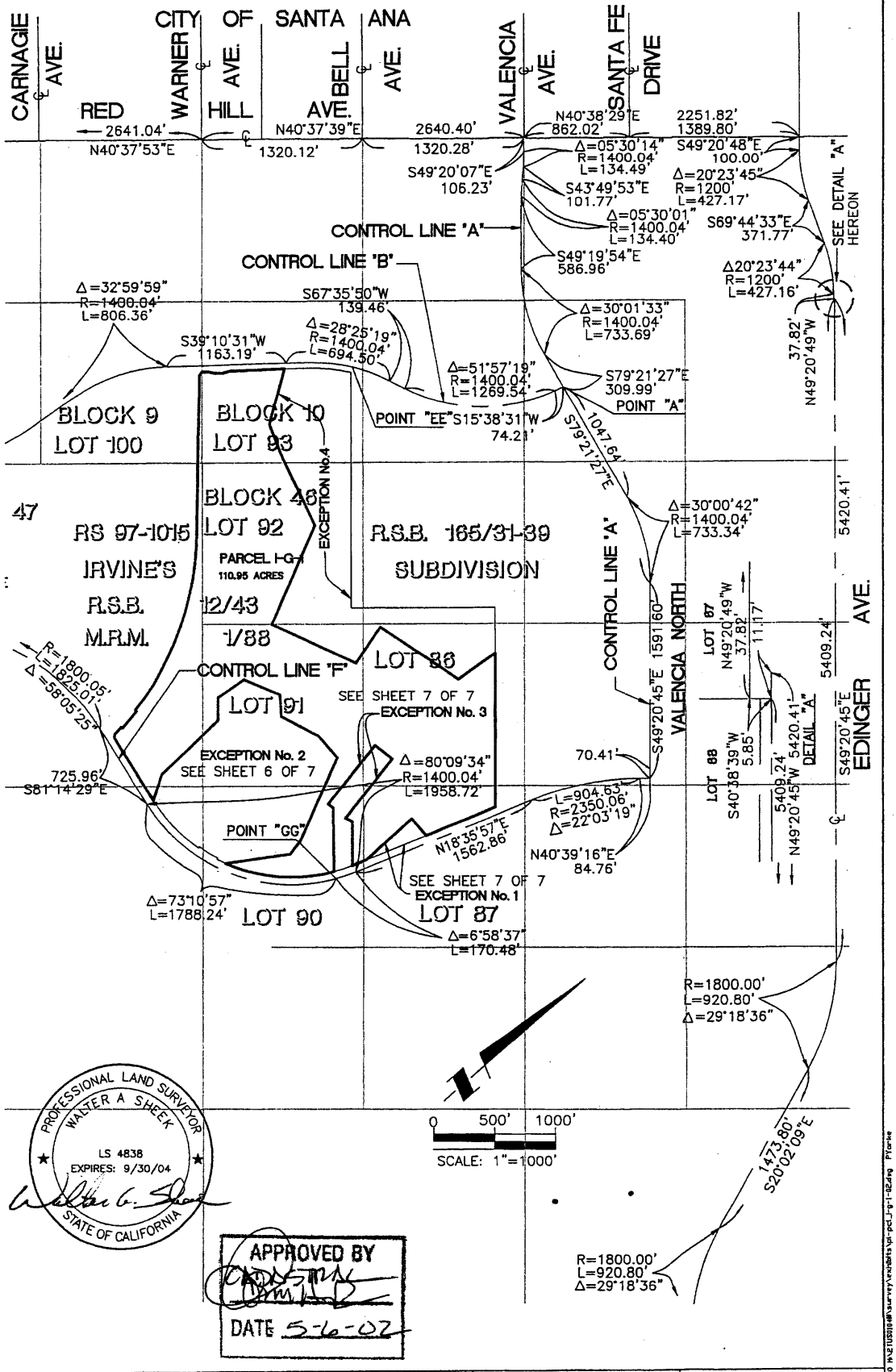
APPROVED BY
CITY OF TUSTIN
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-G-1 (Portion of Reuse Plan Disposition Site 16)	SHEET 1 OF 7	SCALE 1"=1000'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED CHL CHECKED WAS DATE APRIL 2002 JOB NUMBER 2TUS010500 T2

Plotted: 05/06/02 08:14:3 IN:\2TUS010500\Survey\exhibits\pd_i-g-1.dwg CNguyen

EXHIBIT B



PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: PARCEL I-G-1 (Portion of Reuse Plan Disposition Site 16)

SHEET 2 OF 7

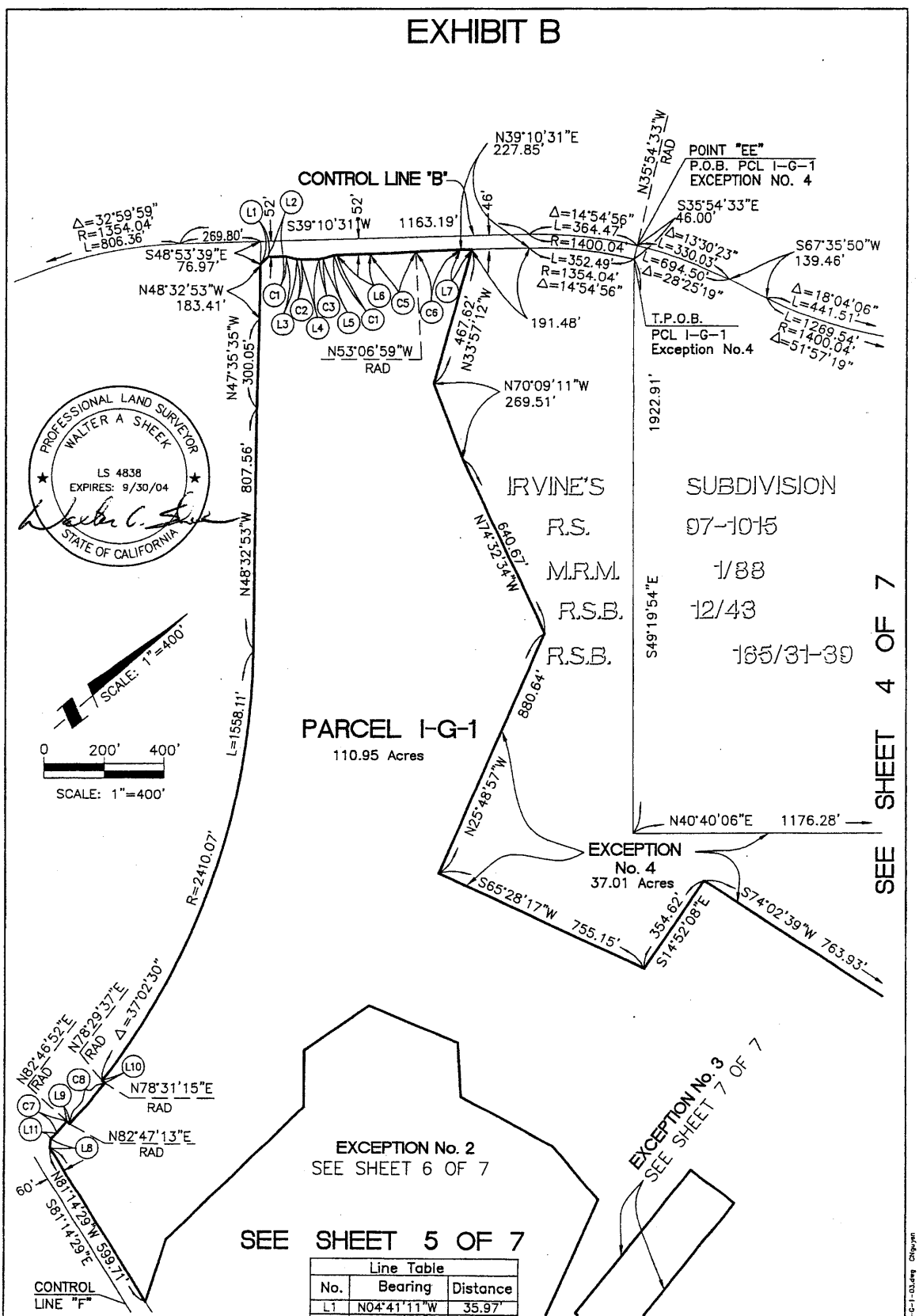
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1"=1000'
DRAFTED	CHL
CHECKED	WAS
DATE	APRIL 2002
JOB NUMBER	2TUS010500 T2

Plotted: 04/26/02 11:26:30 M:\2TUS010500\survey\models\ps-pcl_I-g-1-R2.dwg Plotter

EXHIBIT B



Line Table		
No.	Bearing	Distance
L1	N04°41'11"W	35.97'
L2	N39°10'31"E	50.00'
L3	N53°19'44"E	36.66'
L4	N39°10'31"E	60.00'
L5	N25°01'18"E	36.66'
L6	N39°10'31"E	112.19'
L7	N39°10'31"E	36.37'
L8	N43°38'07"W	31.73'
L9	N83°58'10"E	12.00'
L10	S83°58'12"W	12.06'
L11	N06°01'48"W	28.78'

Curve Table			
No.	Delta	Radius	Length
C1	14°09'13"	42.00'	10.38'
C2	14°09'13"	58.00'	14.33'
C3	14°09'13"	58.00'	14.33'
C5	02°17'30"	3759.60'	150.35'
C6	02°17'30"	3743.60'	149.73'
C7	01°11'20"	2410.07'	50.01'
C8	04°15'58"	2422.07'	180.34'

APPROVED BY
DATE 5-6-02

DESCRIPTION: PARCEL I-G-1 (Portion of Reuse Plan Disposition Site 16)

SHEET 3 OF 7

MCAS-TUSTIN

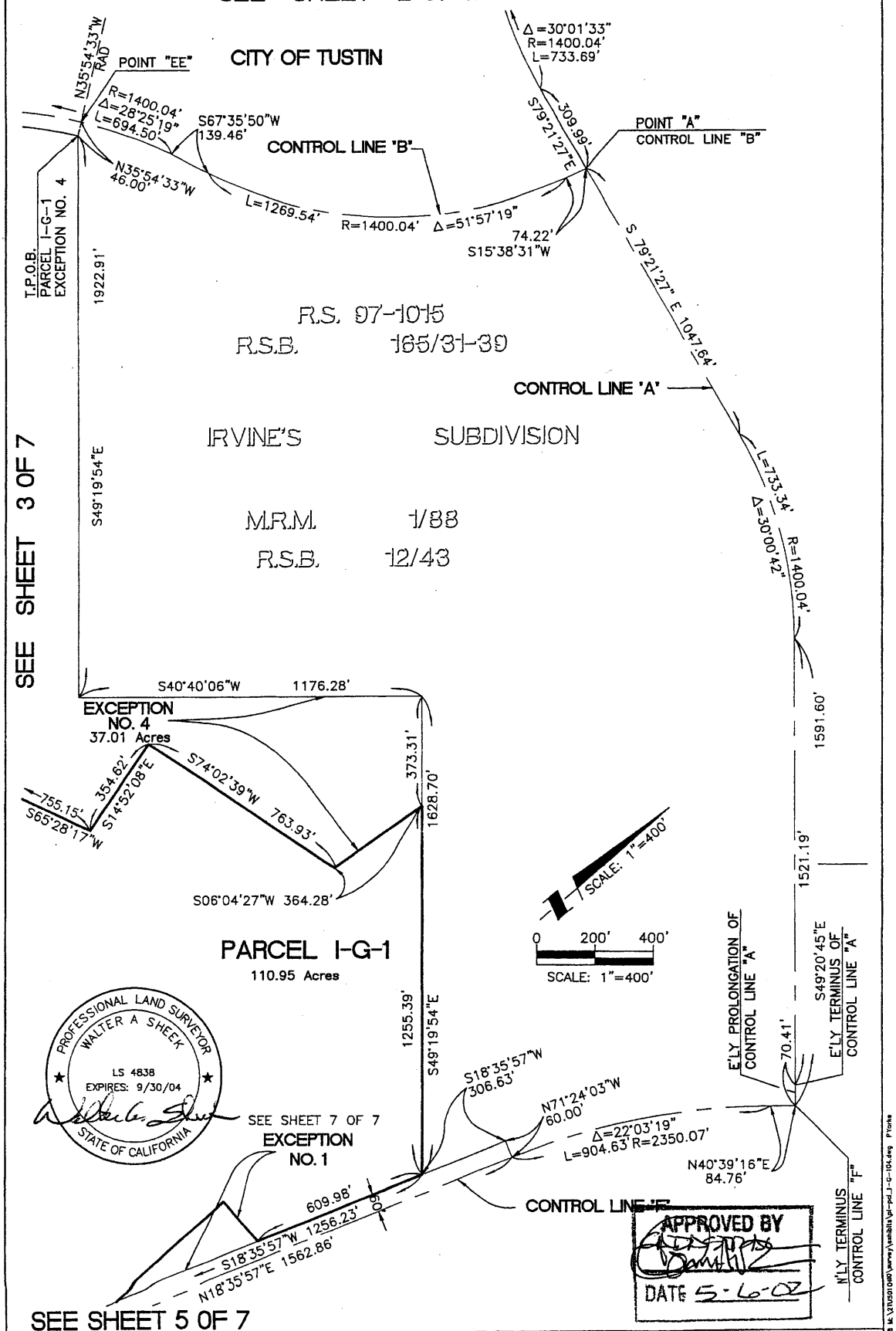
PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

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CHECKED	WAS
DATE	APRIL 2002
JOB NUMBER	2TUS010500 T2

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EXHIBIT B

SEE SHEET 2 OF 10



SEE SHEET 3 OF 7

SEE SHEET 5 OF 7

DESCRIPTION: PARCEL I-G-1 (Portion of Reuse Plan Disposition Site 16)

MCAS-TUSTIN

SHEET 4 OF 7

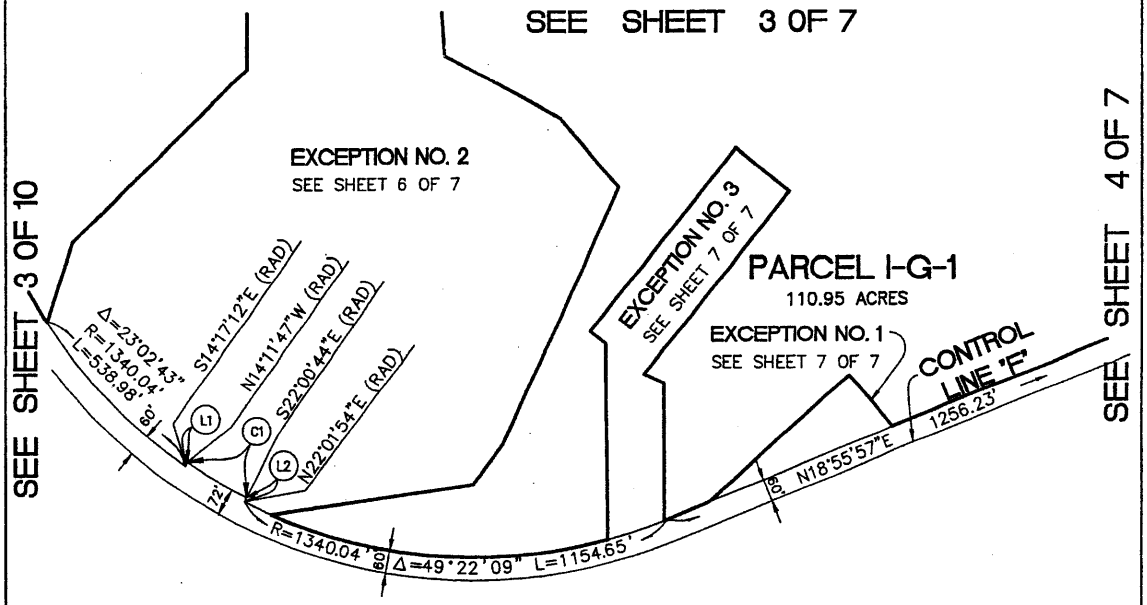
PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

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CHECKED	DLW
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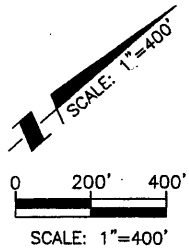
EXHIBIT B

SEE SHEET 3 OF 7



IRVINE'S
SUBDIVISION
M.R.M. 1/88
R.S.B. 165/31-39
R.S.B. 12/43

Line Table		
No.	Bearing	Distance
L1	S24°10'13"E	12.18'
L2	N24°10'15"W	12.01'



Curve Table			
No.	Radius	Delta	Length
C1	1328.04'	07°48'57"	181.16'

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: PARCEL I-G-1 (Portion of Reuse Plan Disposition Site 16)

MCAS-TUSTIN

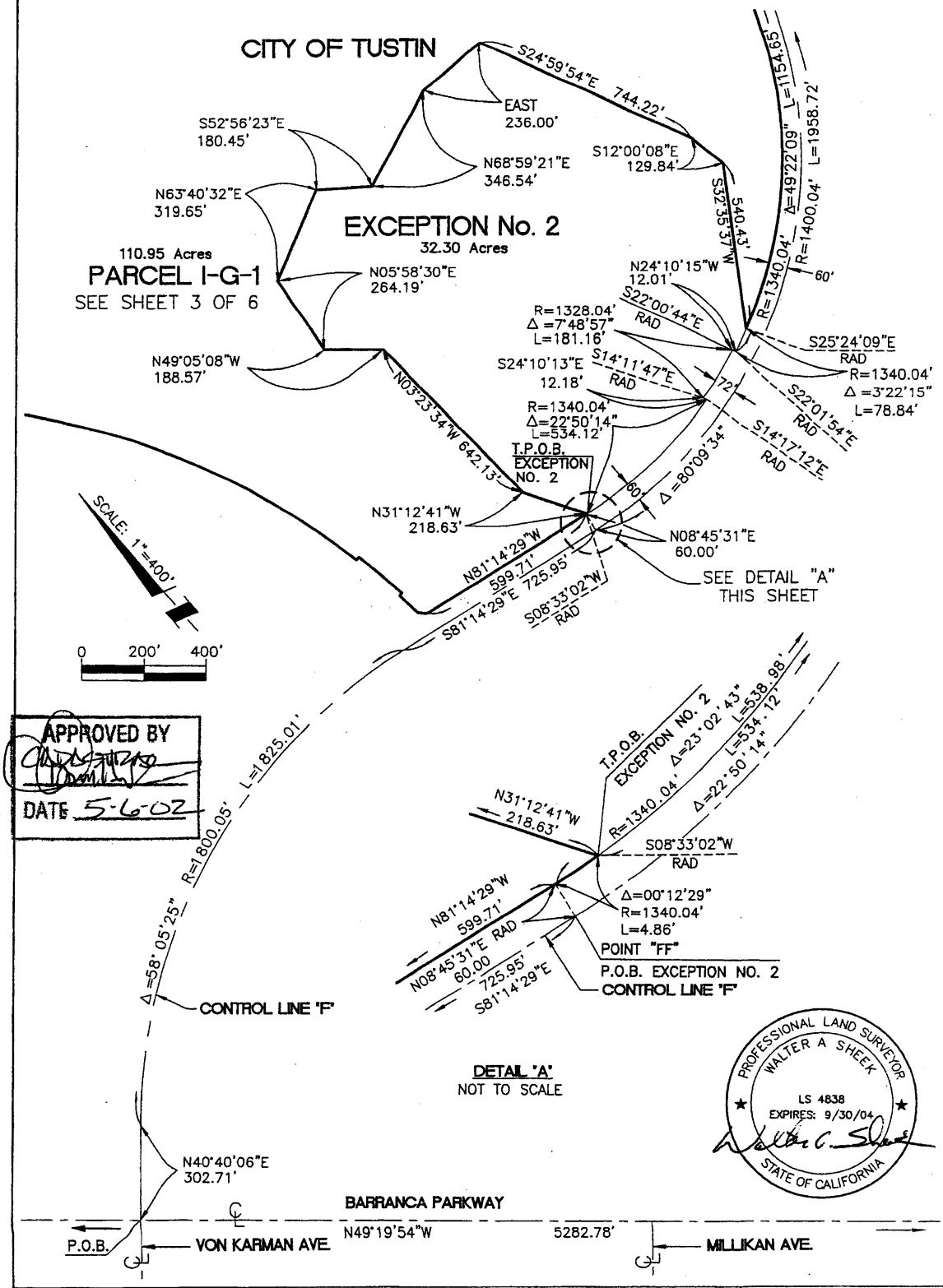
SHEET 5 OF 7

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8863

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DATE	APRIL 2002
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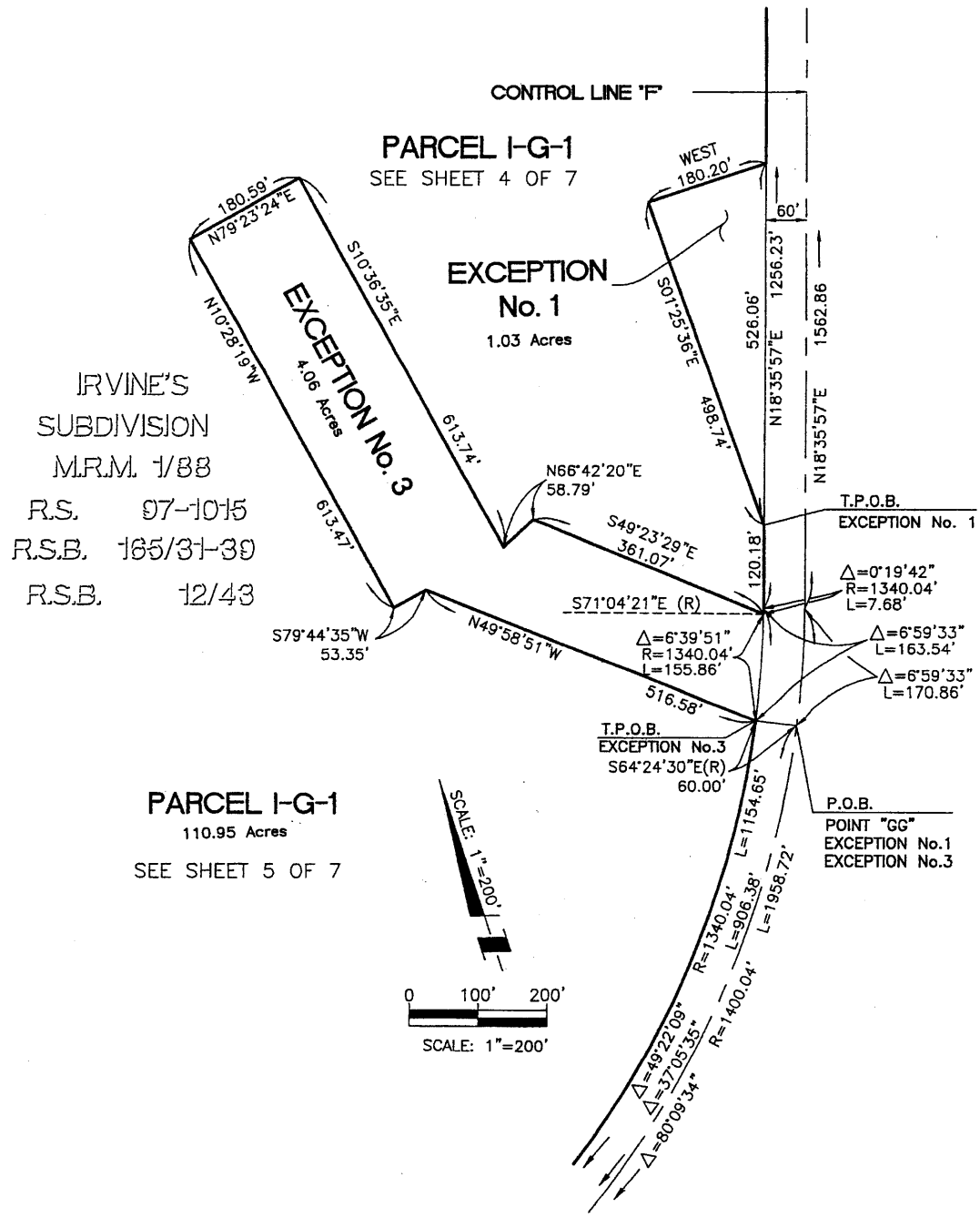
EXHIBIT B



DESCRIPTION: PARCEL I-G-1 (Portion of Reuse Plan Disposition Site 16)	SHEET 6 OF 7	SCALE 1" = 400'
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EXHIBIT B



APPROVED BY
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-G-1 (Portion of Reuse Plan Disposition Site 16)	SHEET 7 OF 7	SCALE 1" = 200'
		DRAFTED CHL
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714)545-8883	CHECKED WAS
		DATE APRIL 2002
		JOB NUMBER 2TUS010500 T2

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PSOMAS

Legal Description

Exhibit "A"

Parcel I-G-2

(Portion of Reuse Plan Disposition Site 17)

In the City of Tustin, County of Orange, State of California, being those portions of Lots 74, 75, 76, 86, and 87, Block 46 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, both of records of said County, described as follows:

For the purpose of this description the following Control Lines are hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°38'29" East between Valencia Avenue and Edinger Avenue; thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 1357.63 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 733.34 feet through a central angle of 30°00'42"; thence South 49°20'45" East 194.66 feet to a point hereinafter referred to as Point "**K**"; thence continuing South 49°20'45" East 1305.95 feet to the terminus of the herein described Control Line "**A**".

Legal Description

Exhibit "A"

Parcel I-G-2

(Portion of Reuse Plan Disposition Site 17)

Control Line "F"

Beginning at the intersection of the centerline of Von Karman Avenue with the centerline of Barranca Parkway as shown on said Record of Survey, the centerline of Barranca Parkway having a bearing of North 49°19'54" West between Von Karman Avenue and Jamboree Road; thence leaving said intersection North 40°40'06" East 302.71 feet to the beginning of a curve concave southerly having a radius of 1800.05 feet; thence northeasterly and easterly 1825.01 feet along said curve through a central angle of 58°05'25"; thence South 81°14'29" East 725.96 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence easterly, northeasterly and northerly 1958.72 feet along said curve through a central angle of 80°09'34"; thence North 18°35'57" East 1562.86 feet to the beginning of a curve concave southeasterly having a radius of 2350.07 feet; thence northerly and northeasterly along said curve 904.63 feet through a central angle of 22°03'19"; thence North 40°39'16" East 84.76 feet to a point on the easterly prolongation of Control Line "**A**", said point being distant along said prolongation South 49°20'45" East 70.41 feet from the easterly terminus of said Control Line "**A**", said point also being the terminus of the herein described Control Line "**F**".

Parcel I-G-2

Beginning at the hereinabove referenced Point "**K**"; thence South 40°39'15" West 49.21 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 3759.90 feet, a radial line to said beginning of curve bears South 42°51'49" West, said beginning of curve also being the **TRUE POINT OF BEGINNING**; thence southeasterly along said curve 144.99 feet through a central angle of 2°12'34" to a line parallel with and 52.00 feet southwesterly of said Control Line "**A**"; thence along said parallel line

Legal Description

Exhibit "A"

Parcel I-G-2

(Portion of Reuse Plan Disposition Site 17)

South 49°20'45" East 555.99 feet to the beginning of a curve concave southwesterly having a radius of 42.00 feet; thence southeasterly along said curve 10.38 feet through a central angle of 14°09'13"; thence South 35°11'32" East 36.66 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence southeasterly along said curve 14.33 feet through a central angle of 14°09'13" to a line parallel with and 64.00 feet southwesterly of said Control Line "**A**"; thence along said parallel line South 49°20'45" East 544.97 feet; thence leaving said parallel line South 4°20'47" East 43.85 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 2410.07 feet, a radial line to said beginning bears North 49°35'20" West, said curve being concentric with and 60.00 feet northwesterly of said Control Line "**F**"; thence southwesterly along said curve 39.79 feet through a central angle of 00°56'45"; thence North 49°21'47" West 12.00 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 2422.07 feet, a radial line to said beginning bears North 50°31'44" West, said curve being concentric with and 72.00 feet northwesterly of said Control Line "**F**"; thence southwesterly along said curve 180.17 feet through a central angle of 4°15'43"; thence South 53°36'30" East 12.00 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 2410.07 feet, a radial line to said beginning bears North 54°47'48" West, said curve being concentric with and 60.00 feet northwesterly of said Control Line "**F**"; thence southwesterly and southerly along said curve 698.43 feet through a central angle of 16°36'15" to a point on a line parallel with and distant 60.00 feet westerly of said Control Line "**F**"; thence along said parallel line South 18°35'57" West 306.63 feet; thence leaving said parallel line North 49°19'54" West 1255.39 feet to a point hereinafter referred to as Point "**Y**"; thence continuing

PSOMAS

Legal Description

Exhibit "A"

Parcel I-G-2

(Portion of Reuse Plan Disposition Site 17)

North 49°19'54" West 373.31 feet to a point lying South 40°40'06" West distant 1224.34 feet from the **TRUE POINT OF BEGINNING**; thence North 40°40'06" East 1224.34 feet to the **TRUE POINT OF BEGINNING.**

Excepting therefrom that portion of the above described Parcel I-G-2 described as follows:

Beginning at the above described Point "Y"; thence North 49°19'54" West 373.31 feet to a point lying South 40°40'06" West distant 1224.34 feet from the **TRUE POINT OF BEGINNING** of the above described Parcel I-G-2; thence North 40°40'06" East 541.26 feet; thence South 06°04'27" West 657.51 feet to the **POINT OF BEGINNING.**

Containing 1,641,542 square feet or 37.68 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision.

Walter A. Sheek P.L.S. 4838 Date May 6, 2002

Expires: 09/30/2004

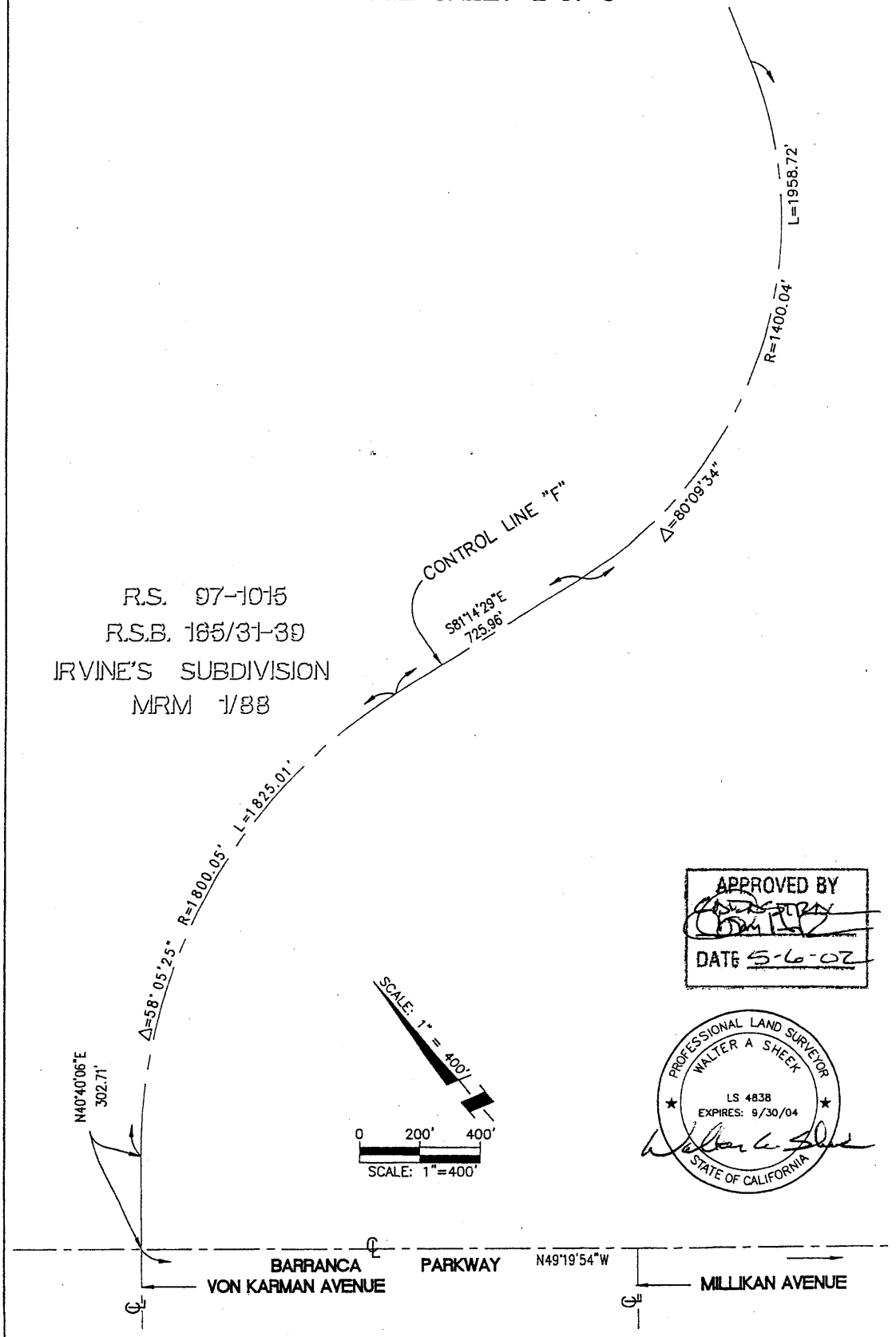


APPROVED BY
CALTRANS
DATE 5-6-02

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EXHIBIT B

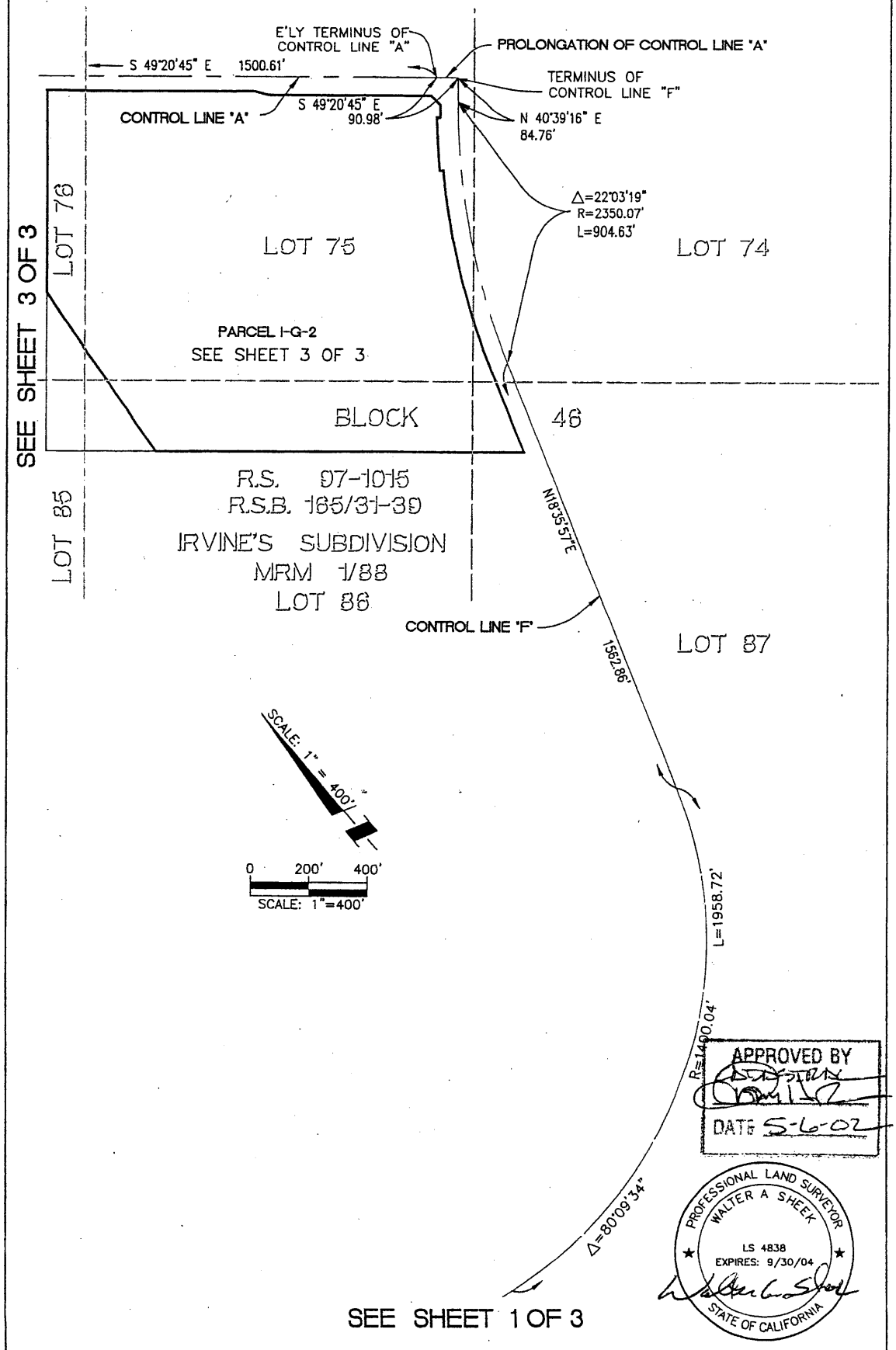
SEE SHEET 2 OF 3



DESCRIPTION: PARCEL I-G-2 (Portion of Reuse Plan Disposition Site 17)	SHEET 1 OF 3	SCALE 1" = 400'
		DRAFTED CN
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	CHECKED WAS
		DATE APRIL, 2002
		JOB NUMBER 2TUS010500 T2

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EXHIBIT B

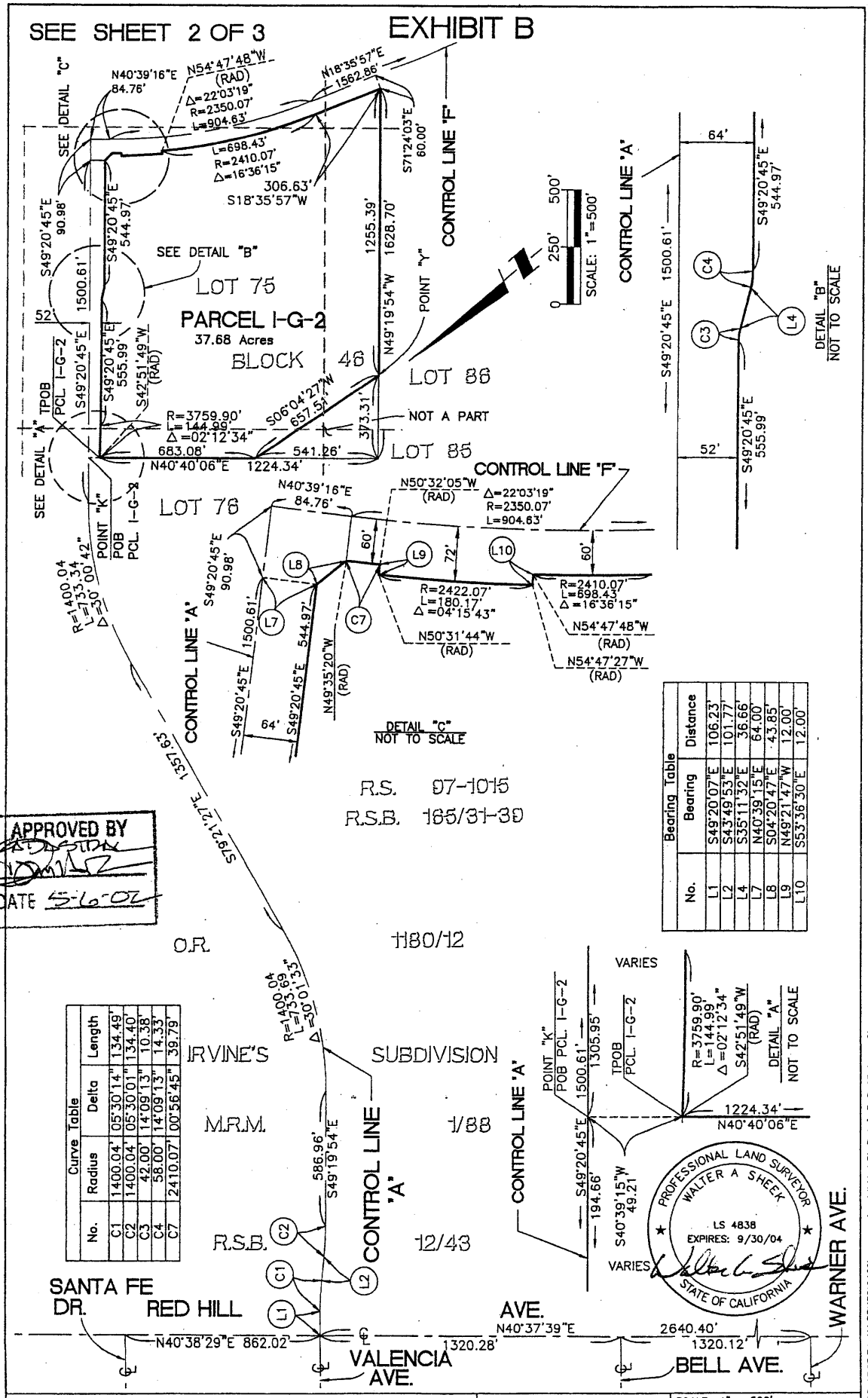


APPROVED BY
CITY OF TUSTIN
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-G-2 (Portion of Reuse Plan Disposition Site 17)	SHEET 2 OF 3	SCALE 1" = 400'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714)751-7373 Fax(714)545-8883	DRAFTED CN CHECKED WAS DATE APRIL, 2002 JOB NUMBER 2TUS010500 T2

Plotted: 04/27/02 09:11:28 M:\2TUS010400\survey\exhibits\PI-Pcl I-G-2 02.dwg GGaldo



Curve Table			
No.	Radius	Delta	Length
C1	1400.04'	05°30'14"	134.49'
C2	1400.04'	05°30'01"	134.40'
C3	42.00'	14°09'13"	10.38'
C4	58.00'	14°09'13"	14.33'
C7	2410.07'	00°56'45"	39.79'

Bearing Table		
No.	Bearing	Distance
L1	S49°20'07"E	106.23'
L2	S43°49'53"E	101.77'
L4	S35°11'32"E	36.66'
L7	N40°39'15"E	64.00'
L8	S04°20'47"E	43.85'
L9	N49°21'47"W	12.00'
L10	S53°36'30"E	12.00'

DESCRIPTION: PARCEL I-G-2 (Portion of Reuse Plan Disposition Site 17)	SHEET 3 OF 3	SCALE 1" = 500'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED CU CHECKED WAS DATE APRIL, 2002 JOB NUMBER 2TUS010500 T2

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PSOMAS

Legal Description

Exhibit "A"

Parcel I-G-6

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being those portions of Blocks 9 and 10 of Irvine's Subdivision as shown on the map filed in book 1, page 88 of Miscellaneous Record Maps, and as shown on a map filed in book 165, pages 31 through 39 inclusive of Records of Surveys, all of records of said County, described as follows:

For the purpose of this description the following two Control Lines are hereby established:

Control line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue between Valencia Avenue and Warner Avenue bears South 40°37'39" West for the purpose of this description; thence South 49°20'07" East 106.23 to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to a point hereinafter referred to as Point "A".

Control line "B"

Beginning at the hereinbefore described point "A"; thence South 15°38'31" West 74.21 feet to the beginning of a curve concave northwesterly having a radius of

Legal Description
Exhibit "A"
Parcel I-G-6
(Portion of Reuse Plan Disposition Site 40)

1400.04 feet; thence southerly, southwesterly and westerly along said curve 1269.54 feet through a central angle of 51°57'19"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence westerly and southwesterly along said curve 694.50 feet through a central angle of 28°25'19"; thence South 39°10'31" West 177.54 feet to a point hereinafter referred to as Point "**W**".

Parcel I-G-6

Beginning at hereinbefore described Point "**W**"; thence leaving said Control Line "**B**" North 33°57'12" West 48.07 feet; thence South 39°10'31" West 64.28 feet to the beginning of a curve concave northwesterly having a radius of 3,743.60 feet; thence southwesterly along said curve 149.73 feet through a central angle of 02°17'30" to the beginning of a reverse curve concave southeasterly having a radius of 3,759.60 feet, a radial line to said beginning of curve bears North 48°31'59" West; thence southwesterly 150.35 feet along said curve through a central angle of 02°17'29"; thence South 39°10'32" West 10.00 feet to the beginning of a curve concave northwesterly having a radius of 143.50 feet; thence southwesterly along said curve 28.33 feet through a central angle of 11°18'36"; thence South 50°29'08" West 31.18 feet to the beginning of a curve concave southeasterly having a radius of 159.50 feet; thence southwesterly along said curve 31.49 feet through a central angle of 11°18'37"; thence South 39°10'31" West 235.42 feet; thence South 85°18'50" West 38.94 feet; thence South 48°53'39" East 169.10 feet; thence North 04°41'11" West 35.97 feet; thence North 39°10'31" East 50.00 feet to the beginning of a curve concave southeasterly having a radius of 42.00 feet; thence northeasterly along said curve 10.38 feet through a central angle of 14°09'13"; thence North 53°19'44" East 36.66 feet to the beginning of a curve concave northwesterly having a radius of 58.00 feet;

Legal Description

Exhibit "A"

Parcel I-G-6

(Portion of Reuse Plan Disposition Site 40)

thence northeasterly along said curve 14.33 feet through a central angle of 14°09'13"; thence North 39°10'31" East 60.00 feet to the beginning of a curve concave northwesterly having a radius of 58.00 feet; thence northeasterly along said curve 14.33 feet through a central angle of 14°09'13"; thence North 25°01'18" East 36.66 feet to the beginning of a curve concave southeasterly having a radius of 42.00 feet; thence northeasterly along said curve 10.38 feet through a central angle of 14°09'13"; thence North 39°10'31" East 112.19 feet to the beginning of a curve concave northwesterly having a radius of 3,759.60 feet; thence northeasterly along said curve 150.35 feet through a central angle of 02°17'29" to the beginning of a reverse curve concave southeasterly having a radius of 3,743.60 feet, a radial line to said beginning of curve bears South 53°06'58" East; thence northeasterly 149.72 feet along said curve through a central angle of 02°17'29"; thence North 39°10'31" East 36.38 feet; thence North 33°57'12" West 48.07 feet to the **Point of Beginning.**

Containing 77,925 square feet or 1.79 acres, more or less.

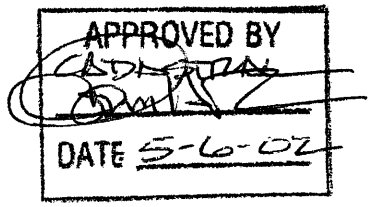
As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision:

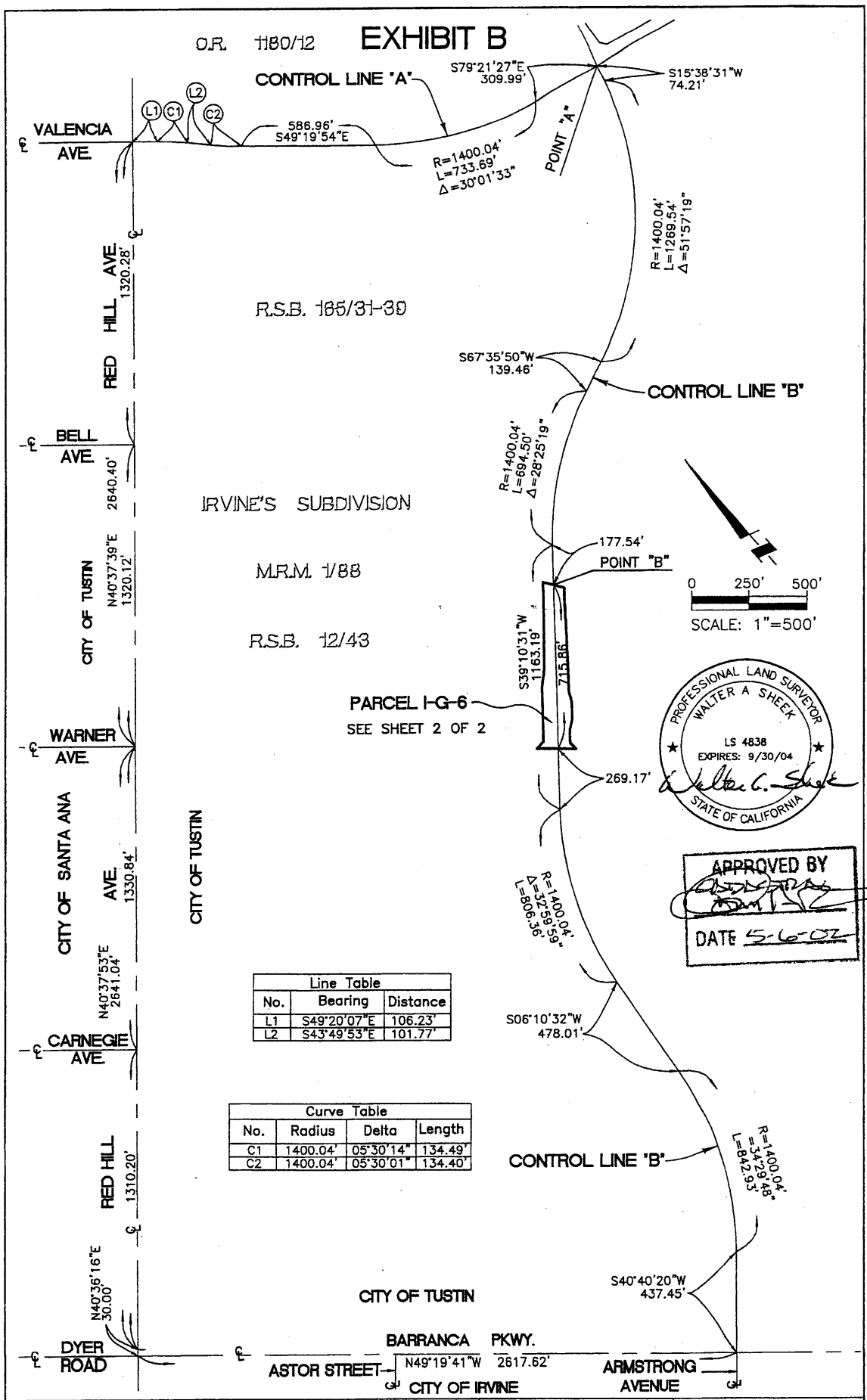
Walter A. Sheek P.L.S. 4838 Date May 2, 2002

Expires 9/30/04





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DESCRIPTION: PARCEL I-G-6 (Portion of Reuse Plan Disposition Site 40)

SHEET 1 OF 2

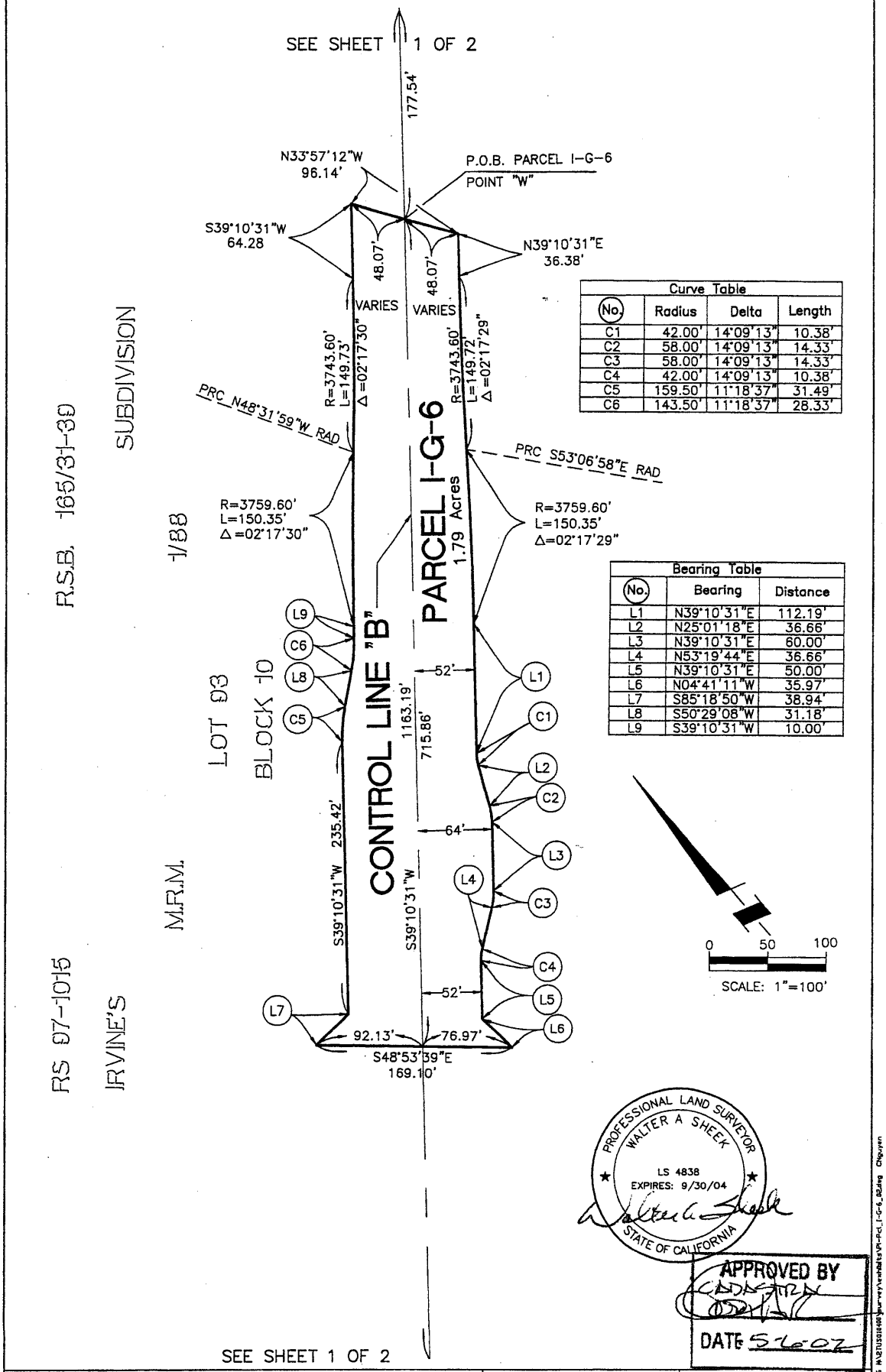
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1"=500'
DRAFTED	CHL
CHECKED	DLW
DATE	APRIL, 2002
JOB NUMBER	2TUS010400

Plotted: 05/02/02 08:15:59 M:\2TUS010400\survey\exhibits\PI-Pcl_I-G-6_01.dwg CNguyen

EXHIBIT B



Curve Table			
No.	Radius	Delta	Length
C1	42.00'	14°09'13"	10.38'
C2	58.00'	14°09'13"	14.33'
C3	58.00'	14°09'13"	14.33'
C4	42.00'	14°09'13"	10.38'
C5	159.50'	11°18'37"	31.49'
C6	143.50'	11°18'37"	28.33'

Bearing Table		
No.	Bearing	Distance
L1	N39°10'31"E	112.19'
L2	N25°01'18"E	36.66'
L3	N39°10'31"E	60.00'
L4	N53°19'44"E	36.66'
L5	N39°10'31"E	50.00'
L6	N04°41'11"W	35.97'
L7	S85°18'50"W	38.94'
L8	S50°29'08"W	31.18'
L9	S39°10'31"W	10.00'

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
CADASTRAL
DATE 5-6-02

SEE SHEET 1 OF 2

DESCRIPTION: PARCEL I-G-6 (Portion of Reuse Plan Disposition Site 40)	SHEET 2 OF 2	SCALE 1" = 100'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714)545-8883	DRAFTED CHL CHECKED DLW DATE APRIL, 2002 JOB NUMBER 2TUS010400

Plotted: 05/02/02 08:26:16 W:\2TUS010400\Survey\exhibits\VR-Pcl_I-G-6_B2.dwg Chayun

Exhibit B

Hazardous Substances Notification

Deed G

Disposal Parcel[a]	Legal Descrip. Parcel	AOC	Hazardous Substances[b]	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 16	I-G-1	AMS-02A	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	1953	NA
Parcel 16	I-G-1	ST-31A	Thinner	1990-1995	S
Parcel 16	I-G-1	ST-31A	Speedy-Dry absorbent	1990-1995	S
Parcel 16	I-G-1	ST-31B	Thinner	Prior to 1990	S
Parcel 16	I-G-1	ST-31B	Speedy-Dry absorbent	Prior to 1990	S
Parcel 16	I-G-1	ST-75A	Aircraft cleaning compound	1992-1997	S
Parcel 16	I-G-1	ST-75A	Path cleaner	1992-1997	S

Notes:
[a]Parcel number corresponds to the MCAS Tustin Reuse Plan Disposal Site number
[b]This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4

Reference: FOST dated 22 April 2002

Acronyms/Abbreviations:
AOC - area of concern
AMS - aerial photograph, miscellaneous, stain, possible spill
CFR - code of federal register
FOST - Finding of Suitability to Transfer
MCAS - Marine Corps Air Station
NA - Not available
PR/VSI - preliminary review/visual site inspection
ST - storage, temporary

Exhibit B

Hazardous Substances Notification

Deed G

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 40	1-G-6	MWA-6	Waste oil	NA	NA	NA	NA	Unknown	1950s to 1996	D
Parcel 40	1-G-6	ST-29	Mercury	7439976	NA	U151	1	Unknown	1989 to 1994	R
Parcel 40	1-G-6	ST-29	Methylene chloride	75092	Dichloromethane	U080	1	Unknown	1989 to 1994	R
Parcel 40	1-G-6	ST-29	Acenaphthylene	208968	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	1-G-6	ST-29	Anthracene	120127	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	1-G-6	ST-29	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	1989 to 1994	R
Parcel 40	1-G-6	ST-29	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1989 to 1994	R
Parcel 40	1-G-6	ST-29	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	1-G-6	ST-29	Benzo(g,h,I)perylene	191242	NA	NA	1	Unknown	1989 to 1994	R
Parcel 40	1-G-6	ST-29	Dibenzo(a,h)anthracene	53703	Dibenz(a,h)anthracene, 2:5,6-dibenzanthracene	U063	1	Unknown	1989 to 1994	R
Parcel 40	1-G-6	ST-29	Indeno(1,2,3-c,d)pyrene	193395	1,10-(1,2-phenylene)pyrene	U137	1	Unknown	1989 to 1994	R
Parcel 40	1-G-6	ST-29	JP-5	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-G-6	ST-29	Hydraulic fluids	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-G-6	ST-29	Freon	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-G-6	ST-29	Polyurethane	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-G-6	ST-29	Speedy-Dry adsorbent	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-G-6	ST-30	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1990 to 1995	R
Parcel 40	1-G-6	ST-30	Mercury	7439976	NA	U151	1	Unknown	1990 to 1995	R
Parcel 40	1-G-6	ST-30	4,4'-DDD	72548	DDD, DDE, 1,1'(2,2-dichloroethylidene)bis[2-chlorobenzene]	U060	1	Unknown	1990 to 1995	R
Parcel 40	1-G-6	ST-30	4,4'-DDE	72559	DDE	NA	1	Unknown	1990 to 1995	R
Parcel 40	1-G-6	ST-30	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	1990 to 1995	R
Parcel 40	1-G-6	ST-30	Xylenes	1330207	Dimethylbenzene	U239	1,000	Unknown	1990 to 1995	R
Parcel 40	1-G-6	ST-30	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1990 to 1995	R
Parcel 40	1-G-6	ST-30	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1990 to 1995	R
Parcel 40	1-G-6	ST-30	Bis(2-ethylhexyl)phthalate	117817	Diethylhexyl phthalate, [bis(2-ethylhexyl)] ester, 1,2-benzenedicarboxylic acid,	U028	1	Unknown	1990 to 1995	R
Parcel 40	1-G-6	ST-30	Transmission oil	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-G-6	ST-30	Grease	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-G-6	ST-30	Isopropyl alcohol	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-G-6	ST-30	Lubricant oil	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-G-6	ST-30	Propellant propane	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-G-6	ST-30	Corrosion-preventative oil	NA	NA	NA	NA	Unknown	1990 to 1995	S

Exhibit B

Hazardous Substances Notification

Deed G

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 40	1-G-6	ST-32A, B, C	aircraft cleaning compound	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	1-G-6	ST-32A, B, C	engine gas	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	1-G-6	ST-32A, B, C	path cleaner	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	1-G-6	ST-32A, B, C	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	Unknown	???? To 1995	NA
Parcel 40	1-G-6	ST-33	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	Mercury	7439976	NA	U151	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	4,4'-DDE	72559	DDE	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	Acenaphthylene	208968	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	Anthracene	120127	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	Benzo(g,h,I)perylene	191242	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	Chrysene	218019	1,2-benzphenathrene	U050	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	Dibenzo(a,h)anthracene	53703	Dibenz(a,h)anthracene, 2:5,6-dibenzanthracene	U063	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	Fluoranthene	206440	Benzo(j,j)fluorene	U120	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	Indeno(1,2,3-cd)pyrene	193395	1,10-(1,2-phenylene)pyrene	U137	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	Phenanthrene	85018	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	Pyrene	129000	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-G-6	ST-33	JP-5	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	1-G-6	ST-33	Hydraulic fluids	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	1-G-6	ST-33	Speedy-Dry adsorbent	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	1-G-6	TOW-7	Waste oil	NA	NA	NA	NA	Unknown	1989 to 1997	S
Parcel 40	1-G-6	TOW-7	Detergent	NA	NA	NA	NA	Unknown	1989 to 1997	S
Parcel 40	1-G-6	TOW-7	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	Unknown	1989 to 1997	S

Notes:

[a]Parcel number corresponds to the MCAS Tustin Reuse Plan Disposal Site number

[b]This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4

[c]NA - The reported substance is not listed on the 40 CFR 302.4 table and therefore has no corresponding reportable quantity

Exhibit B

Hazardous Substances Notification

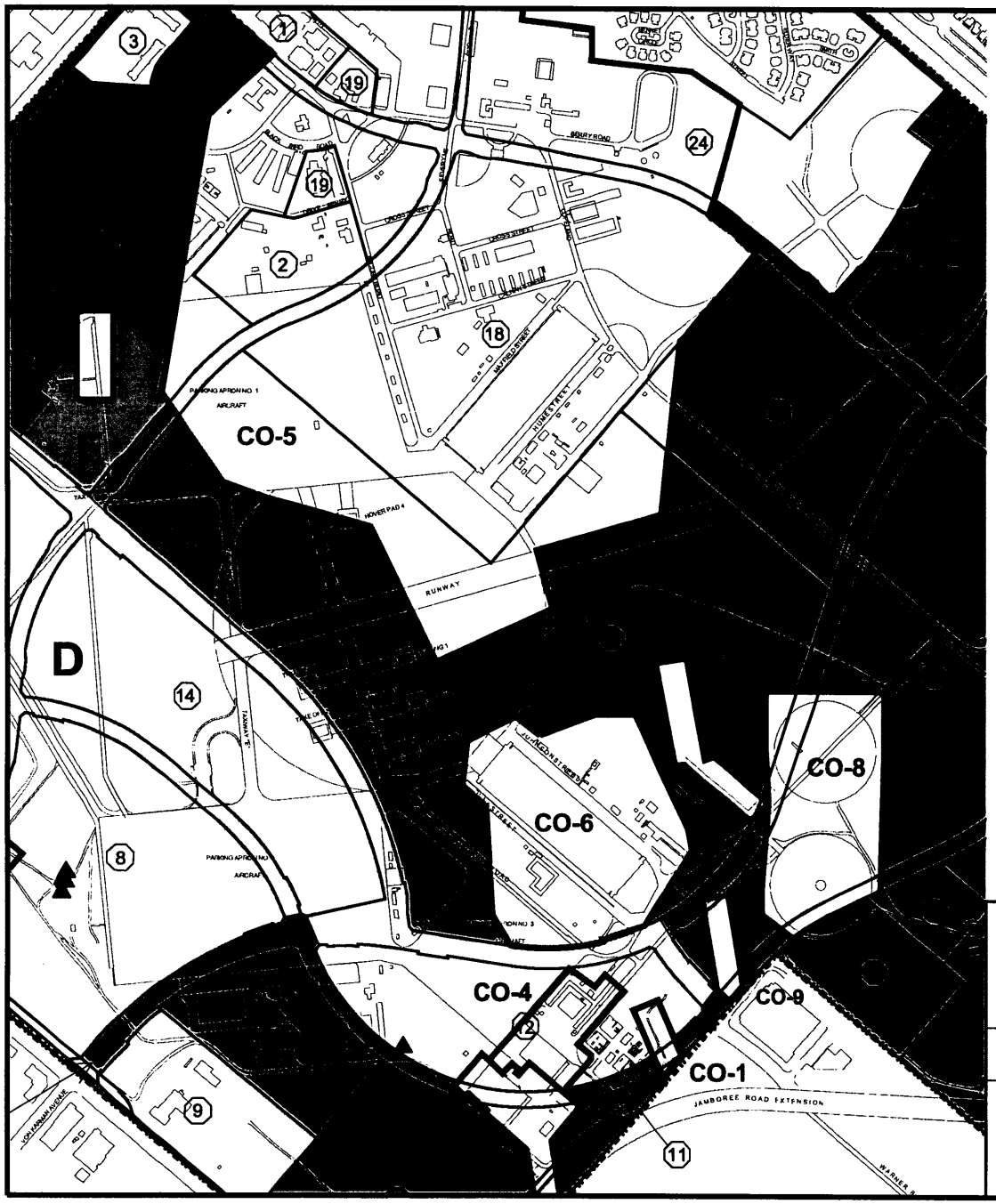
Deed G

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of

Reference: FOST dated 28 September 2001

Acronyms/Abbreviations:

AD - air photo, possible disposal
AOC - area of concern
AMS - aerial photograph, miscellaneous, stain, possible spill
AST - aboveground storage tank
CAS - Chemical Abstracts Services
CFR - code of federal register
DSD - disposal, storm drain
DDD - Dichlorodiphenyldichlorethane
DDE - Dichlorodiphenyldichloroethene
DDT - Dichlorodiphenyltrichloroethane
EBS - Environmental Baseline Survey
JP-5 - Jet fuel
MAE - miscellaneous, air emission
MAW - miscellaneous, abandoned well
MCAS - Marine Corps Air Station
MEK - Methyl ethyl ketone
MFL - miscellaneous, fuel line
MGR - miscellaneous, grease rack
MMS - miscellaneous, major spill
MTBE - methyl tertiary butyl ether
MWA - miscellaneous, wash area
NA - Not available
PCB - Polychlorinated biphenyls
PR/VSI - preliminary review/visual site inspection
RCRA - Resource Conservation and Recovery Act
SAT - storage, aboveground tank
ST - storage, temporary
TOW - treatment, oil/water separator
UST - underground storage tank



LEGEND

- MONITORING WELLS DECOMMISSIONING TBD
- MONITORING WELLS TO BE DECOMMISSIONED BY 15 JUNE 2002
- SURFACE WATER GUAGING LOCATIONS
- GOVERNMENT PROPERTY LINE
- ROAD
- BUILDING OR STRUCTURE
- PARCEL BOUNDARY
- 27 PARCEL NUMBER
- CARVE-OUT AREA

PARCEL DEEDS

- DEED C
- DEED D
- DEED E
- DEED F
- DEED G
- DEED H

N

1000 0 1000 Feet

Deed G - Exhibit C

Marine Corps Air Station Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 5/9/02
File No.: 187L8832
Job No.: 22214-187
Rev No.: B

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

EXECUTION VERSION 5/10/02

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED H AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471

This **DEED** is made this day of 2002, by the **UNITED STATES OF AMERICA,** acting by and through the Department of the Navy, (the "GRANTOR") in favor of the **CITY OF TUSTIN, CALIFORNIA** the recognized local redevelopment authority for Marine Corps Air Station Tustin (the "GRANTEE"),

RECITALS:

WHEREAS

A. The GRANTEE has requested conveyance from the GRANTOR of a portion of the former Marine Corps Air Station Tustin, ("MCAS Tustin") which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L. No. 101-510; "Base Closure Act") and which is no longer required for military purposes; and

B. The GRANTOR is authorized to convey property at MCAS Tustin to the GRANTEE pursuant to the Base Closure Act; and

C. The GRANTOR has completed remedial actions on the property at MCAS Tustin to be conveyed to GRANTEE that are necessary to provide the covenant required by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I); and

D. The GRANTOR has found and determined that the property at MCAS Tustin to be conveyed to GRANTEE is suitable for transfer pursuant to Findings of Suitability for Transfer ("FOSTs") dated September 28, 2001 and April 22, 2002; and

E. The GRANTOR and the GRANTEE have entered into the Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin (the "Agreement"), which sets forth the terms and conditions of the conveyance of portions of MCAS Tustin from the GRANTOR to the GRANTEE; and

F. Pursuant to California Civil Code §1471, GRANTOR has determined that it is reasonably necessary to impose certain restrictions on the use of the Property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the Property described hereinafter with particularity.

NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property, comprising approximately 341.8 acres, more or less (hereinafter "Property"), as more particularly described as Parcel I-H-1, I-H-2, I-H-3,I-H-4, I-H-5, I-H-6, I-H-7, I-H-8, I-H-12, I-H-14, I-H-15, I-H-16, I-H-17, and I-H-18 in Exhibit "A."

1. TOGETHER WITH:

1.1. All buildings, facilities, roadways, rail lines, and other infrastructure, including the entire MCAS Tustin storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Property,

1.2 All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto,

1.3 All rights to minerals, gas, oil, and water.

2. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity:

2.1 The GRANTEE agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record.

2.2 FOSTs have been completed and an Environmental Baseline Survey ("EBS") report is referenced in the FOSTs. The FOSTs and EBS reference environmental conditions on the Property and on other property not subject to this Deed. GRANTEE acknowledges that it has

received copies of the EBS and the FOSTs and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

2.3 Except as otherwise provided herein, or as otherwise provided by law, 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" and "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. Except for the environmental remediation which may be required to be undertaken by GRANTOR pursuant to paragraph 2.6 below, 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.

2.4 **Asbestos Containing Material**

2.4.1. GRANTEE is hereby informed and does hereby acknowledge that hazardous materials in the form of asbestos or asbestos-containing materials ("ACM") have been found and are otherwise presumed to exist in Buildings/Structures 10P, 516, 567, 3002T, 6168, and 6480 on the Property. The EBS and FOSTs disclose the presence of known asbestos or ACM hazards in such buildings and structures on the Property.

2.4.2. GRANTEE covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit occupancy and use of buildings and structures, or portions thereof, containing known asbestos or ACM hazards prior to abatement of such hazards. In connection with its use and occupancy of the Property, including, but not limited to, demolition of buildings and structures containing asbestos or ACM, it will comply with all applicable federal, state and local laws relating to asbestos and ACM.

2.4.3 An ACM survey has not been conducted for Structure 39. GRANTEE shall prohibit occupancy and use of Structure 39 and portions thereof until ACM surveys have been conducted by GRANTEE or its successors and assigns, and any necessary abatement required under applicable federal, state and local laws relating to asbestos and ACM has been completed by GRANTEE or its successors and assigns.

2.4.4. The GRANTOR shall provide a notice of release, in recordable form, to the GRANTEE at such time as demolition of the buildings on the Property containing ACM has been completed and the appropriate government regulatory agency(s) have confirmed in writing to the GRANTEE that ACM has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This notice of release shall be deemed to remove all notices and restrictions relating to ACM from the Property. The GRANTOR shall have no obligation under this

subparagraph for the demolition of buildings or the removal of ACM or soil remediation related to such demolition or removal action.

2.5 **Lead Based Paint (LBP).**

2.5.1. The Property may include improvements) that are presumed to contain LBP because they are thought to have been constructed prior to 1978. Buildings 23A, 23B, 23C, 23D, 23E, and 23F are restricted from residential use and children are not allowed to occupy the buildings. When these buildings are demolished, GRANTEE or its successors and assigns, will be required to demolish the buildings in accordance with applicable laws and conduct post-demolition sampling and abatement of any soil-lead hazards related to the demolition prior to occupation of any newly constructed buildings. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Pursuant to 40 CFR Section 745.113 the following notice is provided; "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

2.5.2. The GRANTEE hereby acknowledges the required disclosure of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978 in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X). The GRANTEE acknowledges the receipt of available records and reports pertaining to LBP and/or LBP hazards and receipt of the Environmental Protection Agency (EPA) approved pamphlet "Protect Your Family from Lead in Your Home" (EPA 747-K-94-001). Furthermore, the GRANTEE acknowledges that it has read and understood the EPA pamphlet.

2.5.3. 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 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.

2.5.4. 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, arising after the conveyance of the Property from the GRANTOR to the GRANTEE, whether the GRANTEE has properly warned, or failed to properly warn, the persons injured.

2.5.5. The GRANTOR shall provide a notice of release, in recordable form, to the GRANTEE at such time as demolition of the buildings on the Property containing LBP has been completed and the appropriate government regulatory agency(s) have confirmed in writing to the GRANTEE that LBP has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This Notice of Release shall be deemed to remove all notices and restrictions relating to LBP from the Property. The GRANTOR shall have no obligation under this subparagraph for the demolition of buildings or the removal of LBP or soil remediation related to such demolition or removal action.

2.6. **Notices And Covenants:**

2.6.1. **Notices: Hazardous Substance Notification.** Pursuant to 42 U.S.C. § 9620(h)(3)(A), and the provisions of 40 C.F.R. part 373, the Grantor hereby gives notice that hazardous substances were stored for one year or more, released or disposed of on the Property. The information contained in this notice is required by regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund"), 42 U.S.C. § 9620(h). The Grantor has made a complete search of its files and records concerning the Property. Based on that search, the type and quantity of such hazardous substances, the time at which such storage, release or disposal took place, to the extent such information is available, and a description of the remedial action taken, if any, is contained in Exhibit "B."

2.6.2. **Grant of Covenant [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I)].** The GRANTOR covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of transfer.

2.6.3. **Additional Remediation Obligation [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(II)].** The GRANTOR covenants and warrants that GRANTOR shall conduct any additional remedial action found to be necessary after the date of transfer for any hazardous

substance existing on the Property prior to the date of this Deed. This covenant shall not apply to the extent that the GRANTEE caused or contributed to any release or threatened release of any hazardous substance, pollutant, or contaminant.

2.6.4. **Access [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(iii)].** In connection with GRANTOR's covenant in 2.6.3 above and in connection with ongoing remediation on GRANTOR's property adjacent to the Property, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that GRANTOR, or its officers, agents, employees, contractors and subcontractors, shall have the right, upon reasonable notice to GRANTEE, to enter upon the Property in any case in which a response or corrective action is found to be necessary at such property after the date of this deed, or such access is necessary to carry out a response action or corrective action on adjoining property. Neither GRANTEE, nor its successors and assigns, shall have any claim on account of such entries against the United States or any of its officers, agents, employees, contractors or subcontractors. The right to enter shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary, including, but not limited to monitoring wells, pumping wells, treatment facilities, and the installation of associated utilities. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, the GRANTOR (1) shall give the GRANTEE reasonable notice of any action to be taken related to such remedial or corrective actions on the Property, and (2) make reasonable efforts to minimize interference with the on-going use of the Property. Furthermore, the GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between the necessary environmental investigation and remediation activities and the GRANTEE's use of the Property. Any inspection, survey, investigation or other response, corrective or remedial action undertaken by GRANTOR will, to the maximum extent practical, be coordinated with representatives designated by the GRANTEE.

In connection with GRANTOR's remedial actions described above, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any such action.

2.7. **Environmental Restriction.**

The following environmental covenants, conditions, and restrictions (hereinafter "environmental restrictions") regarding the use of the Property have been determined by the GRANTOR to be reasonably necessary to protect present or future human health or safety or the environment as provided by CERCLA and California Civil Code Section 1471. The environmental restrictions made and accepted herein by GRANTEE shall be for the benefit of and enforceable by the GRANTOR herein as provided under Civil Code Section 1471 and

applicable Federal statutes and regulations, shall run with the land, and shall be binding on the GRANTEE, its successors and assigns:

2.7.1. Restrictions for Monitoring Wells.

a. Monitoring Wells I001BC47S, I001MW47D, I001MW43D, and I001BC43S and associated monitoring or other related equipment shall not be altered, disturbed, or removed by the GRANTEE, its successors and assigns, without the prior written approval of the GRANTOR, the California Department of Toxic Substances Control ("the Department") and the California Regional Water Quality Control Board, Santa Ana Region ("RWQCB").

b. These Restrictions are imposed upon, run with, and shall pass with the portions of the Property that contain each of the four monitoring wells as described in Legal Description A.1 (Parcel I-H-15, Portion of Reuse Plan Disposition Site 28) and Legal Description A.2 (Parcel I-H-16, Portion of Reuse Plan Disposition Site 28) set forth in Exhibit "A".

2.7.2. The Department and the RWQCB, and other regulatory agencies that have jurisdiction, including any contractor or representative acting at the direction of any such aforementioned entity, shall have a reasonable right of entry and access to the portions of the Property described in subparagraph 2.7.1.b above from a public road through Parcel I-H-1 (as described in Exhibit "A" of this Deed) for purposes of sampling, inspection, monitoring, maintenance, well closure, and other activities relating to Monitoring Wells I001BC47S, I001MW47D, I001MW43D, and I001BC43S and associated monitoring or other equipment consistent with the purposes of this Covenant. The Department and the RWQCB shall provide the GRANTEE and its successors and assigns with reasonable prior written notice of such activities and make reasonable efforts to minimize interference with the ongoing use of the Property.

2.7.3. GRANTOR has installed monitoring and pumping wells in addition to those described in Subparagraph 2.7.1 above, together with associated monitoring and other equipment on the Property. The approximate location of those wells and associated equipment is shown on Exhibit "C." GRANTEE, its successors and assigns, shall not alter, disturb or remove said wells or equipment without the prior written approval of GRANTOR and cognizant regulatory agencies.

2.7.4. These environmental restrictions may be released at such time as the GRANTOR has obtained written confirmation from the Department that the appropriate regulatory agencies have determined that the restricted Property is protective of present or future human health or safety or the environment for the use that was formerly prohibited. Upon receipt of such written confirmation, the GRANTOR shall deliver to the GRANTEE in recordable form, a release (the "Release") relating specifically to the environmental use restrictions set forth in

this deed. The execution of the Release by the GRANTOR shall remove all notices and restrictions relating to the remedy addressed by the restrictions from the title to the Property.

2.7.5. GRANTOR and GRANTEE acknowledge a certain recorded Covenant to Restrict Use of Property Environmental Restriction (Re: Marine Corps Air Station Tustin) dated May 13, 2002, (the "Covenant") by and between the GRANTOR, as Covenantor, and the Department and the RWQCB, as Covenantees, which also sets forth the restrictions in Subparagraphs 2.7.1 and 2.7.2 protecting the monitoring wells as well as terms and requirements regarding monitoring, maintenance, and access to the monitoring wells. GRANTOR and GRANTEE intend that the restrictions set out in Subparagraph 2.7.1 and 2.7.2, which are enforceable by the GRANTOR, shall be interpreted in a manner that is consistent with and not in conflict with the restrictions set forth in Article IV of the Covenant which are enforceable by the Deparment and RWQCB. A failure to enforce the Covenant by the Department or RWQCB shall not preclude the GRANTOR from enforcing these restrictions.

2.8. **Indemnification Regarding Transferees.** The GRANTOR hereby recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. 102-484), as amended, regarding indemnification of transferees of closing Department of Defense property.

2.9. **Non-Discrimination**. GRANTEE covenants for itself, its successors and assigns, that it will comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property. The foregoing shall not be construed to prohibit the operation of federal or state approved programs focusing on the special needs of the homeless, veterans, victims of domestic violence and other classes of persons at risk; nor shall it be construed to prohibit employment practices not otherwise prohibited by law. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

3. NO HAZARD TO AIR NAVIGATION: GRANTEE covenants for itself, its successors and assigns, that in connection with any construction or alteration on the Property, it will obtain a determination of no hazard to air navigation from the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

4. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth herein are a binding servitude on the Property, shall inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns, and will be deemed

to run with the land in perpetuity, pursuant to California Civil Code sections 1462 and 1471 and other applicable authority.

5. EASEMENTS:

5.1 GRANTOR, for itself and for its successors and assigns, hereby reserves an assignable non-exclusive Easement for ingress and egress on, over, or across Moffett Drive as it is located on Parcel I-H-1 and I-H-12 and Windmill Road as it is located on Parcel I-H-1 ("Roadways") as of the date of this conveyance for use by GRANTOR's employees, contractors, delivery services, vendors, maintenance personnel and ancillary service providers for purposes of access to the following properties which remain in the ownership of the GRANTOR as of the effective date of this Deed ("Remaining Lands"): Parcel II-H-9 and Parcel III-H-13 and for such use and purpose on, over, or across Moffett Drive as it is located within the Property to the following Remaining Lands: Parcel II-H-l0, and Parcel II-H-11.

5.2 To the extent one or more of the Roadway(s) described above are abandoned or otherwise cease to provide access to the Remaining Lands after the date of this conveyance, and said access continues to be required, said Easement shall be on, across, and over such other improved or unimproved roads provided by the GRANTEE, or its successor and assigns, that provide equivalent access to the Remaining Lands. In the event GRANTOR determines that access to the Remaining Lands is no longer required by GRANTOR, or is available on, across, and over other public road(s) open to public use for which access is not restricted or controlled for all members of the public, said Easement shall automatically terminate.

6. NOTICES: Notices shall be deemed sufficient under this Agreement if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure set forth herein by the intended recipient of such notice):

If to the City:

City of Tustin
300 Centennial Way
Tustin, California 92780
Attn: City Manager

Christine Shingleton
Assistant City Manager
City of Tustin
300 Centennial Way
Tustin, California 92780

With a copy to:	George R. Schlossberg, Esq. Kutak Rock LLP 1101 Connecticut Avenue, N.W. Suite 1000 Washington, DC 20036
If to Government:	Commanding Officer Southwest Division Engineering Field Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5189
With a copy to:	Navy BRAC Operations Office Attention BCM Tustin Southwest Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92123-5190

7. LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this Quitclaim Deed:

7.1 Exhibit "A" - Legal Descriptions and Plats of the Property.
7.2 Exhibit "B" - CERCLA Notice pertaining to Property.
7.3 Exhibit "C" -Legal Description of Adjacent Monitoring Well Locations.

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Quitclaim Deed and receipt of the documents described herein, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-1

(Reuse Plan Disposition Site 29 and Portions of 27, 28 & 40)

In the City of Tustin, County of Orange, State of California, being those portions of Lots 73, 74, 75, 87 through 90 in Block 46 and Lots 189 and 196 in Block 62 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on the map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, both of the records of said County, described as follows:

For the purpose of this description the following Control Line is hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°38'29" East between Valencia Avenue and Edinger Avenue; thence South 49°20'07" East 106.23 to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to a point hereinafter to be referred to as Point "**A**"; thence continuing South 79°21'27" East 1047.64 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.34 feet through a central angle of

Legal Description
Exhibit "A"
Parcel I-H-1
(Reuse Plan Disposition Site 29 and Portions of 27, 28 & 40)

30°00'42"; thence South 49°20'45" East 1521.18 feet to the easterly terminus of said Control Line "**A**".

Control Line "F"

Beginning at the intersection of the centerline of Von Karman Avenue with the centerline of Barranca Parkway as shown on said Record of Survey, the centerline of Barranca Parkway having a bearing of North 49°19'54" West between Von Karman Avenue and Jamboree Road; thence leaving said intersection North 40°40'06" East 302.71 feet to the beginning of a curve concave southerly having a radius of 1800.05 feet; thence northeasterly and easterly 1825.01 feet along said curve through a central angle of 58°05'25"; thence South 81°14'29" East 725.96 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence easterly and northeasterly 881.48 feet along said curve through a central angle of 36°04'26" to a point hereinafter referred to as Point "**T**"; thence continuing northeasterly along said curve 906.76 feet through a central angle of 37°06'31" to a point hereinafter referred to as Point "**GG**"; thence continuing northeasterly and northerly along said curve 170.48 feet through a central angle of 06°58'37"; thence North 18°35'57" East 1562.86 feet to the beginning of a curve concave southeasterly having a radius of 2350.07 feet; thence northerly and northeasterly along said curve 904.63 feet through a central angle of 22°03'19"; thence North 40°39'16" East 84.76 feet to a point on the easterly prolongation of said Control Line "**A**", said point being distant along said prolongation South 49°20'45" East 70.41 feet from the easterly terminus of said Control Line "**A**", said point also being the terminus of the herein described Control Line "**F**".

Legal Description

Exhibit "A"

Parcel I-H-1

(Reuse Plan Disposition Site 29 and Portions of 27, 28 & 40)

Control Line "H"

Beginning at the hereinabove described Point "**T**" said point being the beginning of a curve concave northeasterly having a radius of 1400.04 feet, a radial line to said beginning bears South 61°08'34" West; thence southeasterly along said curve 364.02 feet through a central angle of 14°53'51"; thence South 43°45'17" East 256.16 feet to the terminus of the herein described Control Line "**H**".

Parcel I-H-1

Beginning at the easterly terminus of the above mentioned Control Line "**A**"; thence North 36°36'58" East 79.20 feet; thence South 42°21'53" East 161.02 feet; thence South 03°15'56" East 10.32 feet; thence South 49°20'45" East 354.49 feet to the beginning of a curve concave to the southwest having a radius of 1027.13 feet; thence southeasterly along said curve 89.49 feet through a central angle of 04° 59'32" to the beginning of a compound curve concave to the southwest having a radius of 2337.00 feet, a radial line to said beginning of curve bears North 45°38'47" East; thence southeasterly along said curve 163.47 feet through a central angle of 04°00'28"to the beginning of a compound curve having a radius of 1446.04 feet, a radial line to said beginning of curve bears North 49°39'15" East; thence southeasterly and southerly along said curve 717.71 feet through a central angle of 28°26'16"; thence North 87°14'40" East 12.15 feet to the beginning of non-tangent curve concave westerly having a radius of 1458.04 feet, a radial line to said beginning of curve bears North 78°10'04" East; thence southerly along said curve 180.96 feet through a central angle of 07°06'40"; thence South 87°14'37" West 12.01 feet to a point on the southerly continuation of said 1446.04 foot radius curve, a radial line to said intersection bears North 85°15'45" East; thence southerly along said

Legal Description
Exhibit "A"
Parcel I-H-1
(Reuse Plan Disposition Site 29 and Portions of 27, 28 & 40)

continuation 50.01 feet through a central angle of 01°58'54"; thence South 46°20'08" East 37.23 feet; thence South 00°05'07" West 92.00 feet; thence South 89°54'55" East 50.00 feet; thence South 00°05'05" West 12.00 feet; thence South 89°54'55" East 180.00 feet; thence North 00°05'05" East 12.00 feet; thence South 89°54'55" East 148.86 feet to the beginning of a curve concave to the north having a radius of 1446.05 feet; thence easterly along said curve 507.78 feet through central angle of 20° 07'10"; thence North 69°57'55" East 909.77 feet to the westerly line of Parcel No. F10-101 as described in deed to the Orange County Flood Control District recorded August 19, 1963 in Book 6681, Page 721, Official Records, records of said County, thence southerly along said westerly line the following three (3) courses;

1.) South 20°02'09" East 939.51 feet to the beginning of a curve concave westerly having a radius of 755.00 feet;
2.) southerly 106.82 feet along said curve through central angle of 08°06'24" to a point hereinafter referred to as **Point No. 1,** said point being distant northeasterly 6.43 feet, through a central angle of 0° 29'17" along said 755.00 foot radius curve from the intersection of said westerly line with the northwesterly line of Parcel 2 of the easement for road purposes recorded September 12, 1988 as Instrument No. 88-456310, Official Records of said County, a radial line to said Point No.1 bears North 78° 04'15" East;
3.) continuing southerly along said curve 243.21 feet through a central angle of 18°27'24" to the most northerly corner of Parcel No. F10-101.1 as described in said deed;

thence along the northwesterly, westerly and southwesterly lines of said parcel the following three (3) courses;

1.) South 50°29'03" West 44.23 feet to the beginning of a non-tangent curve concave to the west having a radius of 725.00 feet, a radial line to said beginning of curve bears

Legal Description
Exhibit "A"
Parcel I-H-1
(Reuse Plan Disposition Site 29 and Portions of 27, 28 & 40)

South 80°57'20" East;

2.) southerly 90.00 feet along said curve through a central angle of 07°06'45";

3.) South 09°23'41" East 64.37 feet to the intersection with the southwesterly line of Parcel No. F10-101 as described in said deed, being a non-tangent curve concave northwesterly having a radius of 755.00 feet, a radial line to said intersection bears South 69°25'54" East;

thence southwesterly 74.71 feet along said curve through a central angle of 05°40'11" to the northwesterly line of Parcel No. F6-401 as described in said deed; thence along said northwesterly line South 46°07'11" West 819.08 feet to the most easterly corner of Parcel No. F6-401.1 as described in said deed; thence along the westerly, northwesterly, most northeasterly and most northwesterly lines of said Parcel F6-401.1 the following four (4) courses;

1.) South 71°37'48" West 34.83 feet;

2.) South 46°07'11" West 120.00 feet;

3.) North 49°19'03" West 45.21 feet;

4.) South 46°07'11" West 52.89 feet;

thence leaving said most northwesterly line North 49°19'04" West 199.28 feet to the northwesterly line of Jamboree Road described as Parcel 2 of the easement for road purposes recorded September 12, 1988 as Instrument No. 88-456310 and assigned to the City of Tustin by Instrument No. 95-196417, recorded May 8, 1995, all of Official Records, records of said county; thence along the northwesterly and northeasterly lines of said Parcel 2 the following seventeen (17) courses;

1.) South 47°21'06" West 289.07 feet;

2.) South 45°11'12" West 217.11 feet;

Legal Description
Exhibit "A"
Parcel I-H-1
(Reuse Plan Disposition Site 29 and Portions of 27, 28 & 40)

3.) South 44°36'42" West 189.37 feet;
4.) South 45°29'10" West 110.98 feet;
5.) South 43°03'44" West 143.95 feet;
6.) South 46°19'53" West 95.52 feet;
7.) South 52°21'38" West 142.02 feet;
8.) South 56°23'14" West 99.77 feet;
9.) South 63°18'12" West 110.91 feet;
10.) South 65°30'35" West 114.00 feet;
11.) South 72°00'45" West 165.75 feet;
12.) South 83°18'27" West 224.28 feet to the beginning of a curve concave to the north having a radius of 800.00 feet;
13.) southwesterly along said curve 264.84 feet through central angle of 18°58'04";
14.) North 77°43'29" West 279.76 feet;
15.) North 47°20'35" West 77.40 feet;
16.) North 47°38'36" West 100.56 feet;
17.) North 56°10'26" West 59.30 feet to a point in said northeasterly line distant thereon South 56° 10'26" East 117.45 feet from the northwesterly terminus of that certain course shown as "South 56°08'36" East 176.75 feet" in said deed;

thence leaving said northeasterly line North 40°40'06" East 465.82 feet; thence North 49°19'54" West 172.50 feet; thence North 40°40'06" East 394.09 feet; thence North 49°19'54" West 467.56 feet; thence South 64°00'23" West 540.77 feet to the beginning of a curve concave to the southeast having a radius of 1354.04 feet; thence southwesterly 401.47 feet along said curve through central angle of 16°59'17"to the northwesterly prolongation of that certain course in the boundary between the cities of

Legal Description
Exhibit "A"
Parcel I-H-1
(Reuse Plan Disposition Site 29 and Portions of 27, 28 & 40)

Tustin and Irvine shown as " North 49°21'01" West 3215.05 feet" in said Record of Survey; thence along said prolongation South 49°21'01" East 1.53 feet to that certain course in said boundary line having a bearing and distance of North 40°36'26" East 569.50 feet; thence along said boundary line South 40°36'26" West 410.16 feet to a line parallel with and distant northeasterly 60.00 feet from the above mentioned Control Line "**H**"; thence parallel with and concentric to said Control Line "**H**" North 43°45'17" West 259.24 feet to the beginning of a curve concave to the northeast having a radius of 1340.04 feet; thence northwesterly along said curve 408.15 feet through central angle of 17°27'04" to the beginning of a non-tangent curve concave to the northwest having a radius of 1340.04, being concentric with and distant 60.00 feet northwesterly from said Control Line "**F**", a radial line to said beginning of non-tangent curve bears South 29°52'08" East; thence northeasterly along said concentric curve 971.35 feet through a central angle of 41°31'55" to a line parallel with and distant 60.00 feet westerly from said Control Line "**F**"; thence North 18°35'57" East 1562.86 feet along said parallel line to the beginning of a curve concave to the east having a radius of 2410.07 feet, being concentric with and 60.00 feet northwesterly of said Control Line "**F**"; thence northerly and northeasterly 698.43 feet along said curve through central angle of 16°36'15"; thence leaving said concentric curve North 53°36'30" West 12.00 feet to the beginning of a non-tangent curve concave to the east having a radius of 2422.07 feet, being concentric with and distant 72.00 feet northwesterly , measured at right angles, from said Control Line "**F**", a radial line to said beginning of curve bears North 54°47'27" West; thence northeasterly along said curve 180.17 feet through a central angle of 04°15' 43"; thence leaving said concentric curve South 49°21'47" East 12.00 feet to the intersection of the northeasterly continuation of said 2410.07 foot radius curve, a radial line to said intersection bears

Legal Description
Exhibit "A"
Parcel I-H-1
(Reuse Plan Disposition Site 29 and Portions of 27, 28 & 40)

North 50°32'05" West; thence northeasterly along said continuation 39.79 feet through a central angle of 00°56'45"; thence North 04°20'47" West 5.66 feet to a line bearing North 36°36'58" East and passing through the easterly terminus of the above mentioned Control Line "**A**"; thence along said line North 36°36'58" East 91.22 feet to the point of beginning.

Excepting therefrom the following described parcels:

Exception No. 1

That portion of the above described Parcel I-H-1 lying easterly of the following described line:

Beginning at the above mentioned **Point No. 1;** thence South 52°54'57" West 133.83 feet; South 65°11'02" West 73.27 feet; thence South 56°02'27" West 59.08 feet; thence South 48°33'22" West 94.05 feet; thence South 45°27'43" West 87.68 feet; thence South 42°15'52" West 411.12 feet; thence South 39°49'21"West 107.74 feet; thence South 41°41'02" West 94.73 feet; thence South 48°52'43" West 41.82 feet; thence South 40°43'10" West 200.38 feet; thence South 42°46'59" West 140.37 feet; thence South 49°19'54" East 33.32 feet to northwesterly line of that certain easement for road purposes as described in said Instrument No. 88-456310.

Exception No. 2

Those portions of Lots 87, 88, 89 and 90 of said Block 46 described as follows:

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-1

(Reuse Plan Disposition Site 29 and Portions of 27, 28 & 40)

Beginning at a City Boundary Corner of the City of Irvine and the City of Tustin as shown on said Record of Survey, said corner being the northwesterly terminus of that certain course in said City Boundary having a bearing and distance of "North 49°21'01" West 3215.05 feet" as shown thereon; thence along said City Boundary South 49°21'01" East 742.13 feet to the most westerly corner of the land described as Parcel 2 in the Grant of Easement recorded September 12, 1988 as Instrument No. 88-456310 of Official Records of said County; thence leaving said City Boundary and along said easement boundary the following three (3) courses:

1) North 40°39'59" East 5.00 feet;
2) South 51°43'26" East 96.58 feet;
3) South 56°10'26" East 117.45 feet;

thence leaving said easement North 40°40'06" East 465.82 feet; thence North 49°19'54" West 172.50 feet; thence North 40°40'06" East 394.09 feet; thence North 49°19'54" West 467.56 feet; thence South 64°00'23" West 208.65 feet to the **True Point Of Beginning**; thence continuing South 64°00'23" West 332.12 feet to the beginning of a curve concave southeasterly having a radius of 1354.04 feet; thence southwesterly 249.25 feet along said curve through a central angle of 10°32'49"; thence North 53°34'01" West 234.67 feet; thence North 03°21'36" East 656.88 feet; thence North 01°25'36" West 163.96 feet to a point on a line parallel with and distant 60.00 feet westerly from said Control Line "**F**"; thence North 18°35'57" East 526.06 feet along said parallel line; thence leaving said parallel line East 519.30 feet to a line bearing South 01°02'16" West and passing through the true point of beginning; thence along said line South 01°02'16" West 1183.07 feet to the **True Point Of Beginning**.

Legal Description

Exhibit "A"

Parcel I-H-1

(Reuse Plan Disposition Site 29 and Portions of 27, 28 & 40)

Exception No. 3

That portion of said Block 46 described as follows:

Beginning at the northeasterly terminus of the boundary line between the City of Irvine and the City of Tustin having a bearing and distance of North 40°36'26" East 569.50 feet as shown on Page 38 (sheet 8 of 9) of said Record of Survey; thence along said line South 40°36'26" West 274.81 feet to the **True Point of Beginning**; thence continuing along said line South 40°36'26" West 135.35 feet; thence leaving said line North 43°45'17" West 132.20 feet; thence North 89°24'20" East 24.54 feet; thence North 09°01'31" West 546.08 feet; thence North 77°25'49" East 151.63 feet; thence South 09°18'27" East 572.84 feet to the **True Point of Beginning.**

Containing 8,514,149 square feet or 195.46 acres net, more or less.

Exception No. 4

Beginning at a point in the above described **Exception No. 1** having a bearing and distance of South 42°15'52" West 411.12 feet distant thereon 163.18 feet from the northeasterly terminus thereof; thence North 47°44'08" West 90.09 feet to the **True Point Of Beginning**; thence South 85°17'13" West 13.00 feet; thence North 4°42'47" West 13.00 feet; thence North 85°17'13" East 13.00 feet; thence South 4°42'47" East 13.00 feet to the **True Point Of Beginning**

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-1

(Reuse Plan Disposition Site 29 and Portions of 27, 28 & 40)

Containing 169 sq. ft., more or less.

Exception No. 5

Beginning at point in the above mentioned **Exception No. 1** having a bearing and distance of South 40°43'10" West 200.38 feet distant thereon 122.25 feet from the northeasterly terminus thereof; thence North 49°16'50" West 11.29 feet to the **True Point Of Beginning;** thence South 44°21'36" West 16.00 feet; thence North 45°38'24" West 13.00 feet; thence North 44°21'36" East 16.00 feet; thence South 45°38'24" East 13.00 feet to the **True Point OF Beginning.**

Containing 208 sq. Ft., more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision

Walter A. Sheek, P.L.S. Date May 6, 2002

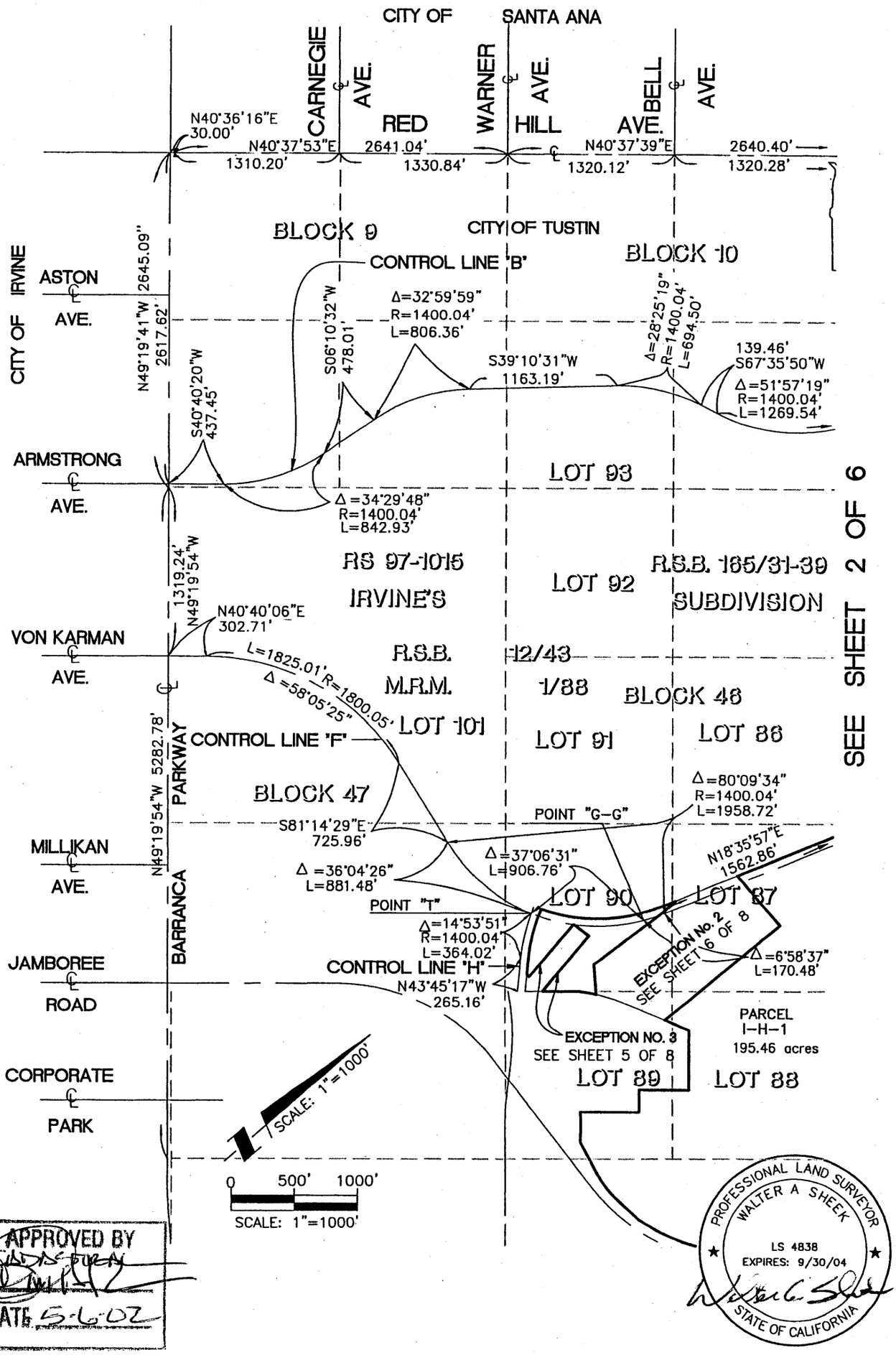
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APPROVED BY
CDM/SJVN
DATE 5-6-02

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5/6/02 4:44 PM

EXHIBIT B



APPROVED BY CALTRANS
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-H-1 (Reuse Plan Disposition Site 28, 29 and a Portion of of 27 & 40)

MCAS-TUSTIN

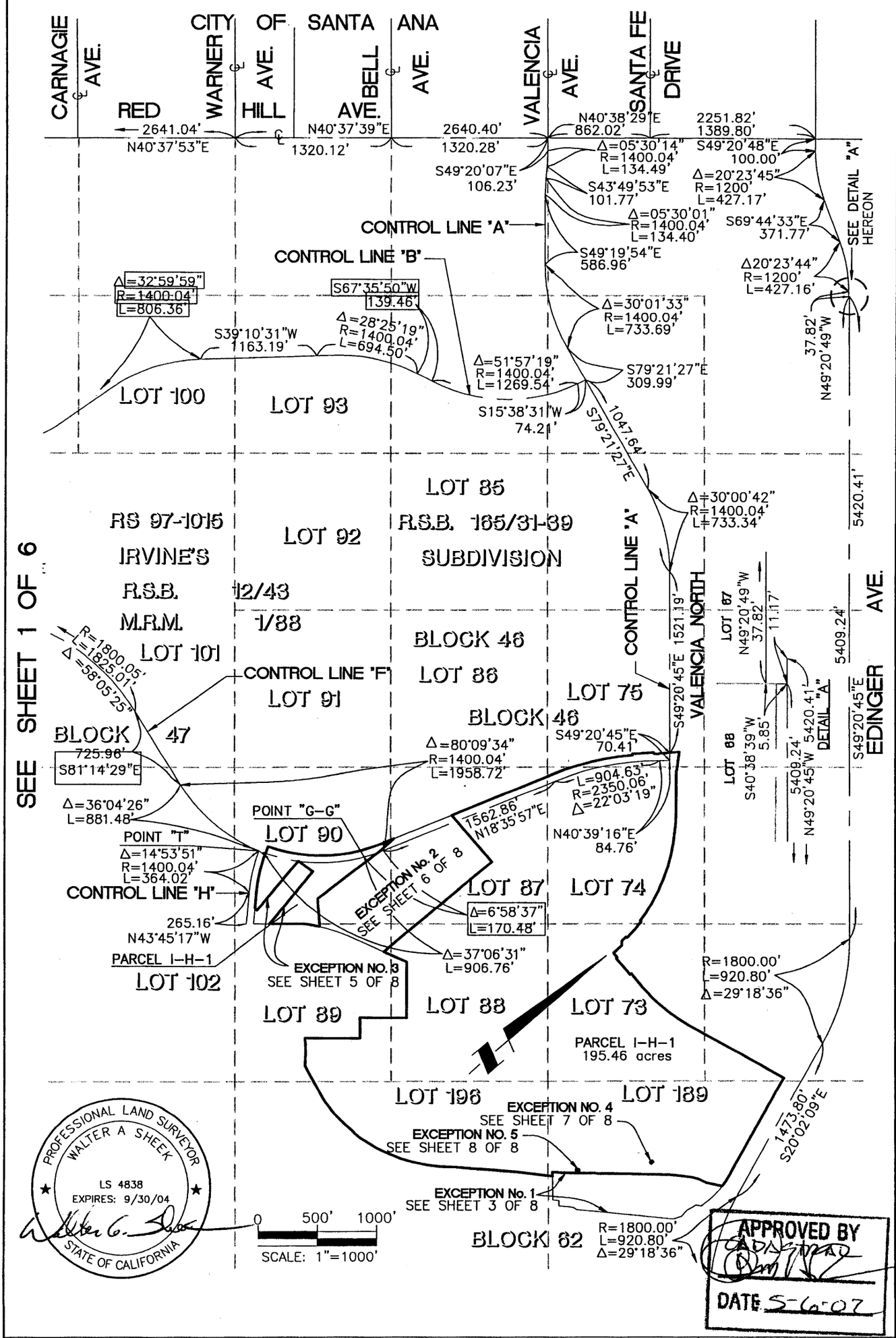
SHEET 1 OF 8

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1"=1000'
DRAFTED	CN
CHEKED	DLW
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

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EXHIBIT B



PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY CADASTRAL
DATE 5-6-02

DESCRIPTION: PARCEL I-H-1 (Reuse Plan Disposition Site 29 and a Portion of 27, 28 & 40)

MCAS-TUSTIN

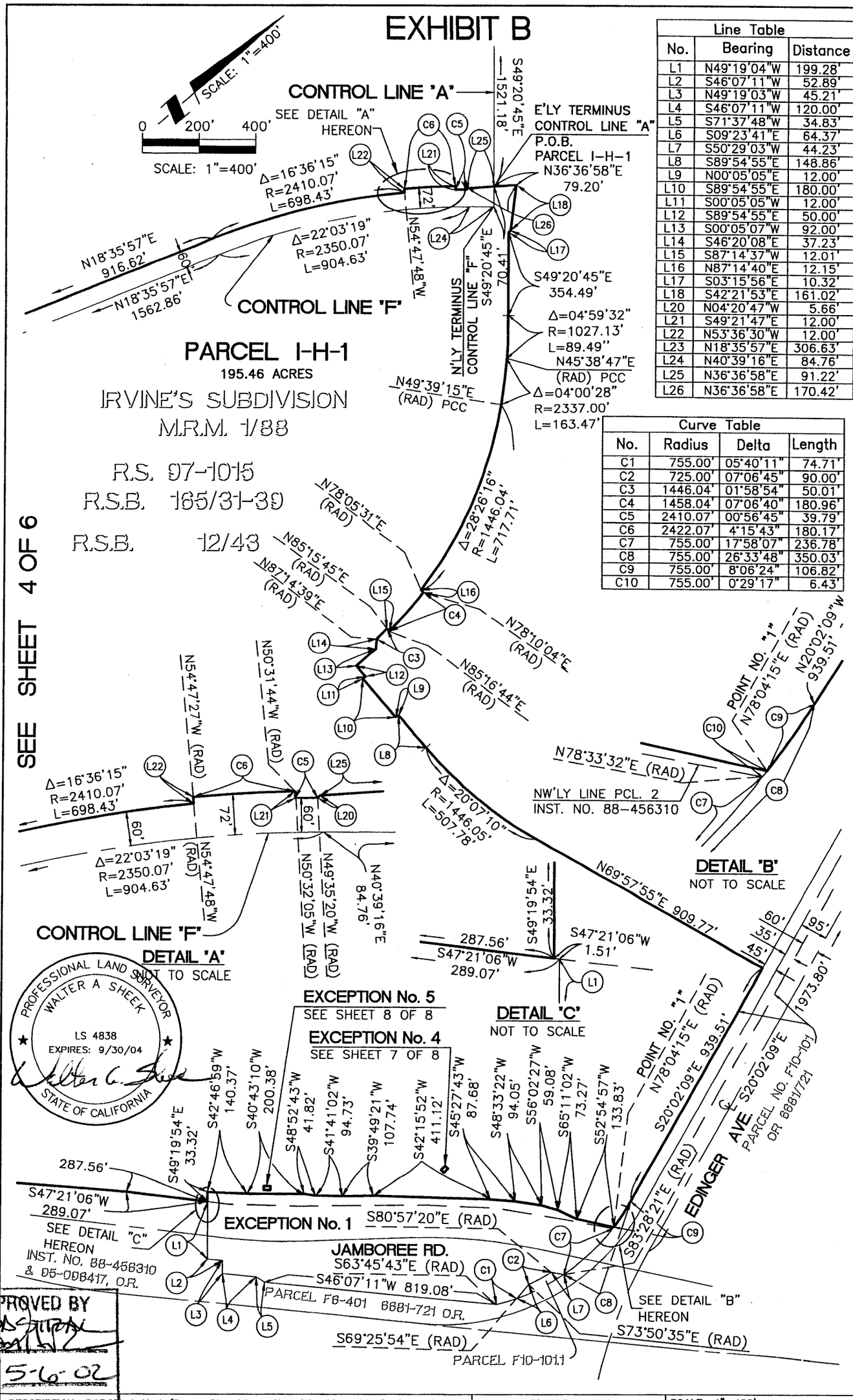
SHEET 2 OF 8

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714)751-7373 Fax(714)545-8883

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DRAFTED	CN
CHECHED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

Plotted: 05/06/02 11:20AM M:\2TUS010400\survey\exhibits\PI-Pcl_I-H-1_02.dwg CNguyen

EXHIBIT B



Line Table		
No.	Bearing	Distance
L1	N49°19'04"W	199.28'
L2	S46°07'11"W	52.89'
L3	N49°19'03"W	45.21'
L4	S46°07'11"W	120.00'
L5	S71°37'48"W	34.83'
L6	S09°23'41"E	64.37'
L7	S50°29'03"W	44.23'
L8	S89°54'55"E	148.86'
L9	N00°05'05"E	12.00'
L10	S89°54'55"E	180.00'
L11	S00°05'05"W	12.00'
L12	S89°54'55"E	50.00'
L13	S00°05'07"W	92.00'
L14	S46°20'08"E	37.23'
L15	S87°14'37"W	12.01'
L16	N87°14'40"E	12.15'
L17	S03°15'56"E	10.32'
L18	S42°21'53"E	161.02'
L20	N04°20'47"W	5.66'
L21	S49°21'47"E	12.00'
L22	N53°36'30"W	12.00'
L23	N18°35'57"E	306.63'
L24	N40°39'16"E	84.76'
L25	N36°36'58"E	91.22'
L26	N36°36'58"E	170.42'

Curve Table			
No.	Radius	Delta	Length
C1	755.00'	05°40'11"	74.71'
C2	725.00'	07°06'45"	90.00'
C3	1446.04'	01°58'54"	50.01'
C4	1458.04'	07°06'40"	180.96'
C5	2410.07'	00°56'45"	39.79'
C6	2422.07'	4°15'43"	180.17'
C7	755.00'	17°58'07"	236.78'
C8	755.00'	26°33'48"	350.03'
C9	755.00'	8°06'24"	106.82'
C10	755.00'	0°29'17"	6.43'

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: PARCEL I-H-1 (Reuse Plan Disposition Site 29 and a Portion of 27, 28 & 40)

MCAS-TUSTIN

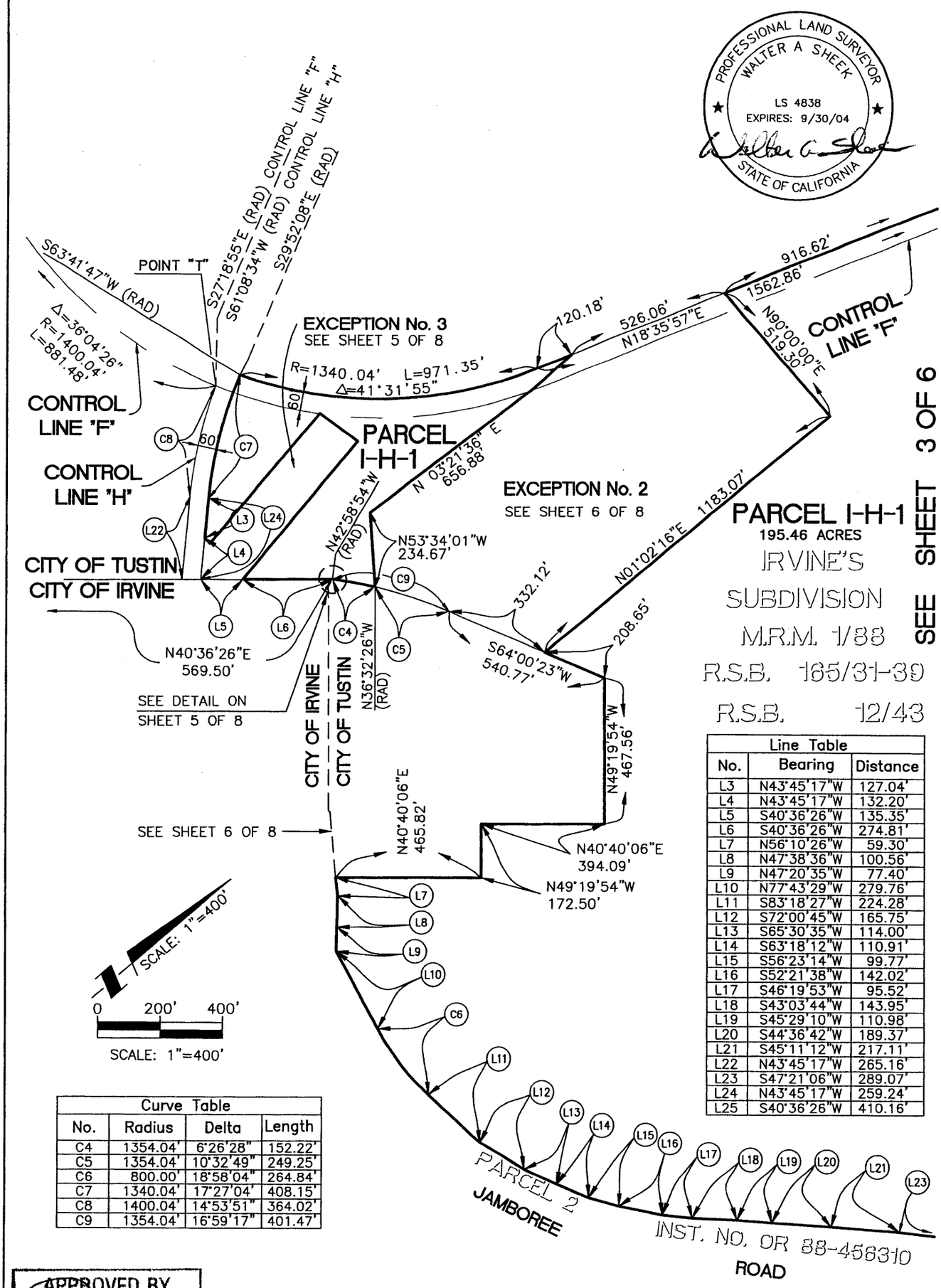
SHEET 3 OF 8

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

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CHECKED	DLW
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EXHIBIT B



Line Table		
No.	Bearing	Distance
L3	N43°45'17"W	127.04'
L4	N43°45'17"W	132.20'
L5	S40°36'26"W	135.35'
L6	S40°36'26"W	274.81'
L7	N56°10'26"W	59.30'
L8	N47°38'36"W	100.56'
L9	N47°20'35"W	77.40'
L10	N77°43'29"W	279.76'
L11	S83°18'27"W	224.28'
L12	S72°00'45"W	165.75'
L13	S65°30'35"W	114.00'
L14	S63°18'12"W	110.91'
L15	S56°23'14"W	99.77'
L16	S52°21'38"W	142.02'
L17	S46°19'53"W	95.52'
L18	S43°03'44"W	143.95'
L19	S45°29'10"W	110.98'
L20	S44°36'42"W	189.37'
L21	S45°11'12"W	217.11'
L22	N43°45'17"W	265.16'
L23	S47°21'06"W	289.07'
L24	N43°45'17"W	259.24'
L25	S40°36'26"W	410.16'

Curve Table			
No.	Radius	Delta	Length
C4	1354.04'	6°26'28"	152.22'
C5	1354.04'	10°32'49"	249.25'
C6	800.00'	18°58'04"	264.84'
C7	1340.04'	17°27'04"	408.15'
C8	1400.04'	14°53'51"	364.02'
C9	1354.04'	16°59'17"	401.47'

APPROVED BY
DATE 5-6-02

DESCRIPTION: PARCEL I-H-1 (Reuse Plan Disposition Site 29 and a Portion of 27, 28 & 40)

SHEET 4 OF 8

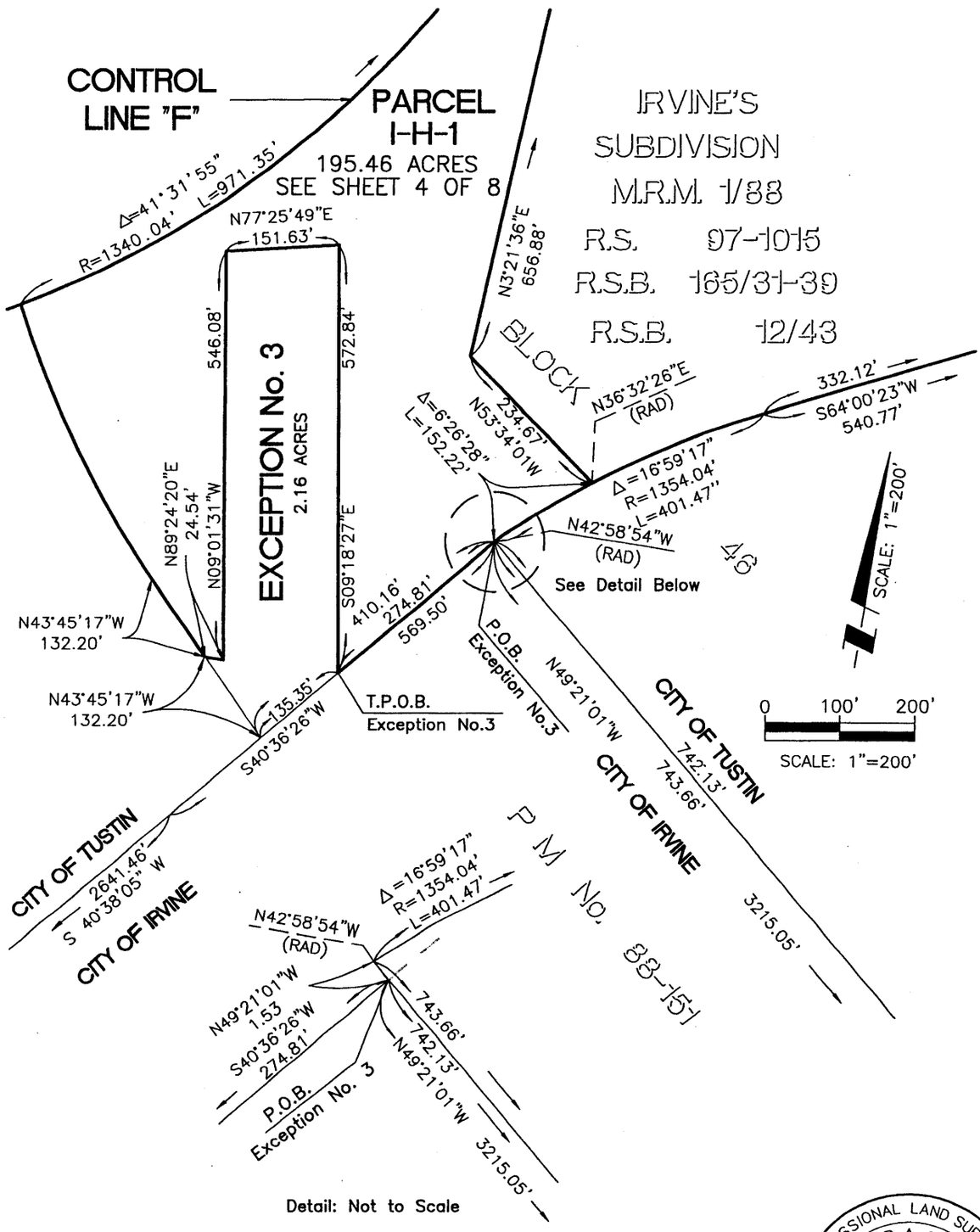
PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

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CHECKED WAS
DATE APRIL, 2002
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MCAS-TUSTIN

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EXHIBIT B



APPROVED BY
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-H-1 (Reuse Plan Disposition Site 29 and a Portion of 27, 28 & 40)

MCAS-TUSTIN

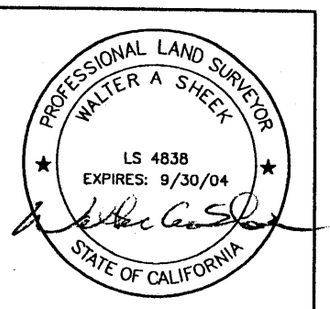
SHEET 5 OF 8

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

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EXHIBIT B



EAST 519.30'

526.06'

N18°35'57"E

60'

CONTROL LINE 'F'

IRVINE'S
SUBDIVISION
M.R.M. 1/88
R.S. 97-1015
R.S.B. 165/31-39
R.S.B. 12/43

PARCEL I-H-1
195.46 ACRES
SEE SHEET 6 OF 10

1183.07'

S01°02'16"W

N01°25'36"W
163.96'

656.88'

SCALE: 1"=200'

0 100' 200'

SCALE: 1"=200'

EXCEPTION No. 2
19.91 ACRES

BLOCK 46

N03°21'36"E

T.P.O.B.
EXC. PCL. No.2

208.65'
540.77'

N49°19'54"W

467.56'

332.12'
S64°00'23"W

N53°34'01"W
234.67'

Δ=10°32'49"
L=249.25'
Δ=16°59'17"
R=1354.04'
L=401.47'

SEE DETAIL BELOW

N36°32'26"W
(RAD)

NOT A PART

N40°40'06"E 394.09'

N49°19'54"W
172.50'

EXCEPTION NO. 2

POB

CITY OF TUSTIN

CITY OF IRVINE

N49°21'01"W
743.66'
742.13'

S51°43'26"E
96.58'

N40°39'59"E
5.00'

S56°10'26"E
117.45'

N40°40'06"E 465.82'

N42°58'24"W
(RAD)

N49°21'01"W
1.53'

743.66'
742.13'
N49°21'01"W
3215.05'

3215.05'

S40°36'26"W 274.81'

P.O.B.
Exception No. 2

PCL 2
INST. No 88-456310 O.R.

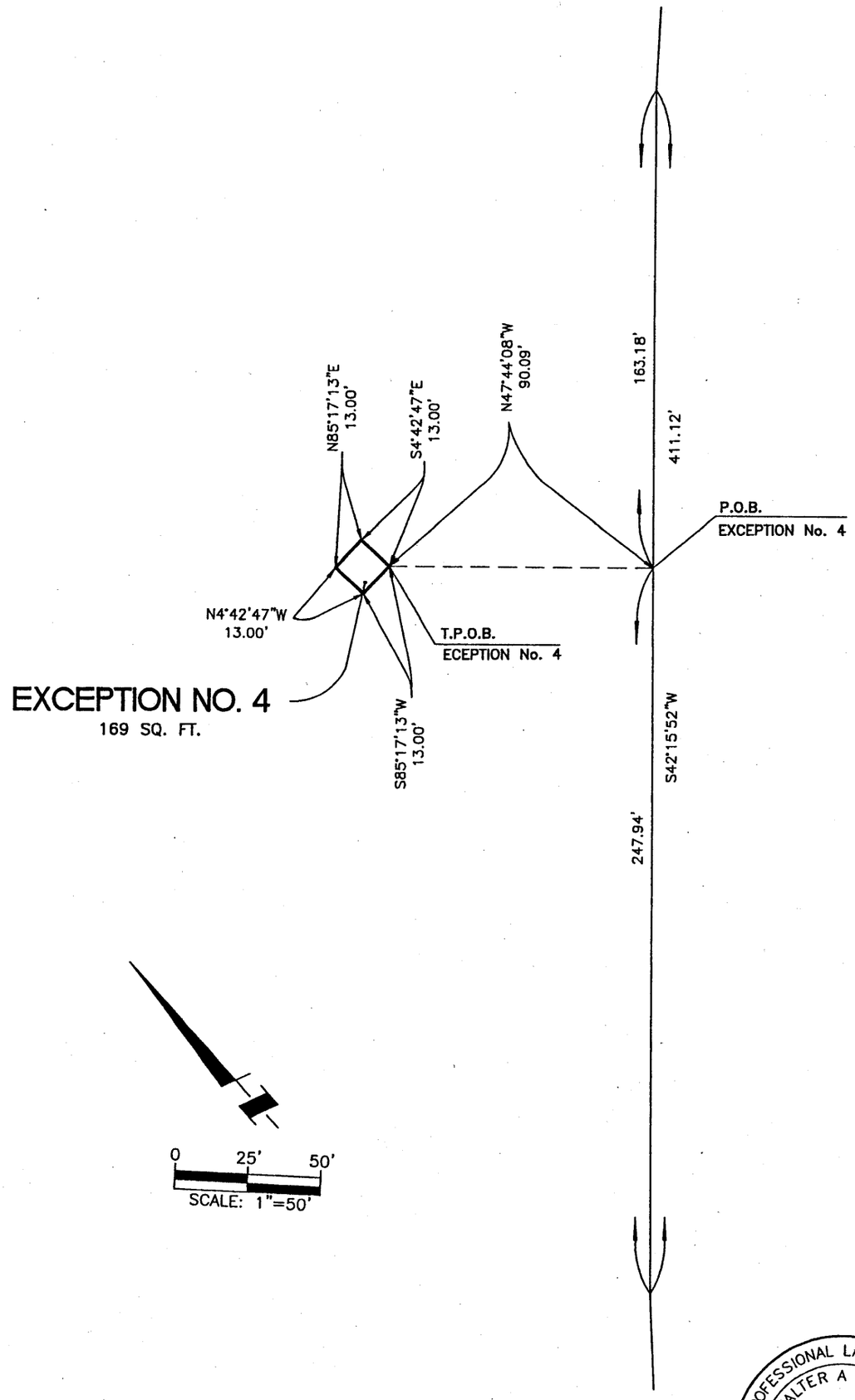
DETAIL: NOT TO SCALE

APPROVED BY
DATE 5-6-02

DESCRIPTION: PARCEL I-H-1 (Reuse Plan Disposition Site 28, 29 and a Portion of of 27 & 40)	SHEET 6 OF 8	SCALE 1"=200'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED CN CHECKED DLW DATE APRIL, 2002 JOB NUMBER 2TUS010500 T2

Plotted: 05/04/02 11:51:36 M:\2TUS010400\survey\exhibits\PI-Pcl_I-H-1_06.dwg TDang

EXHIBIT B



APPROVED BY
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-H-1 (Reuse Plan Disposition Site 28, 29 and a Portion of of 27 & 40)

MCAS-TUSTIN

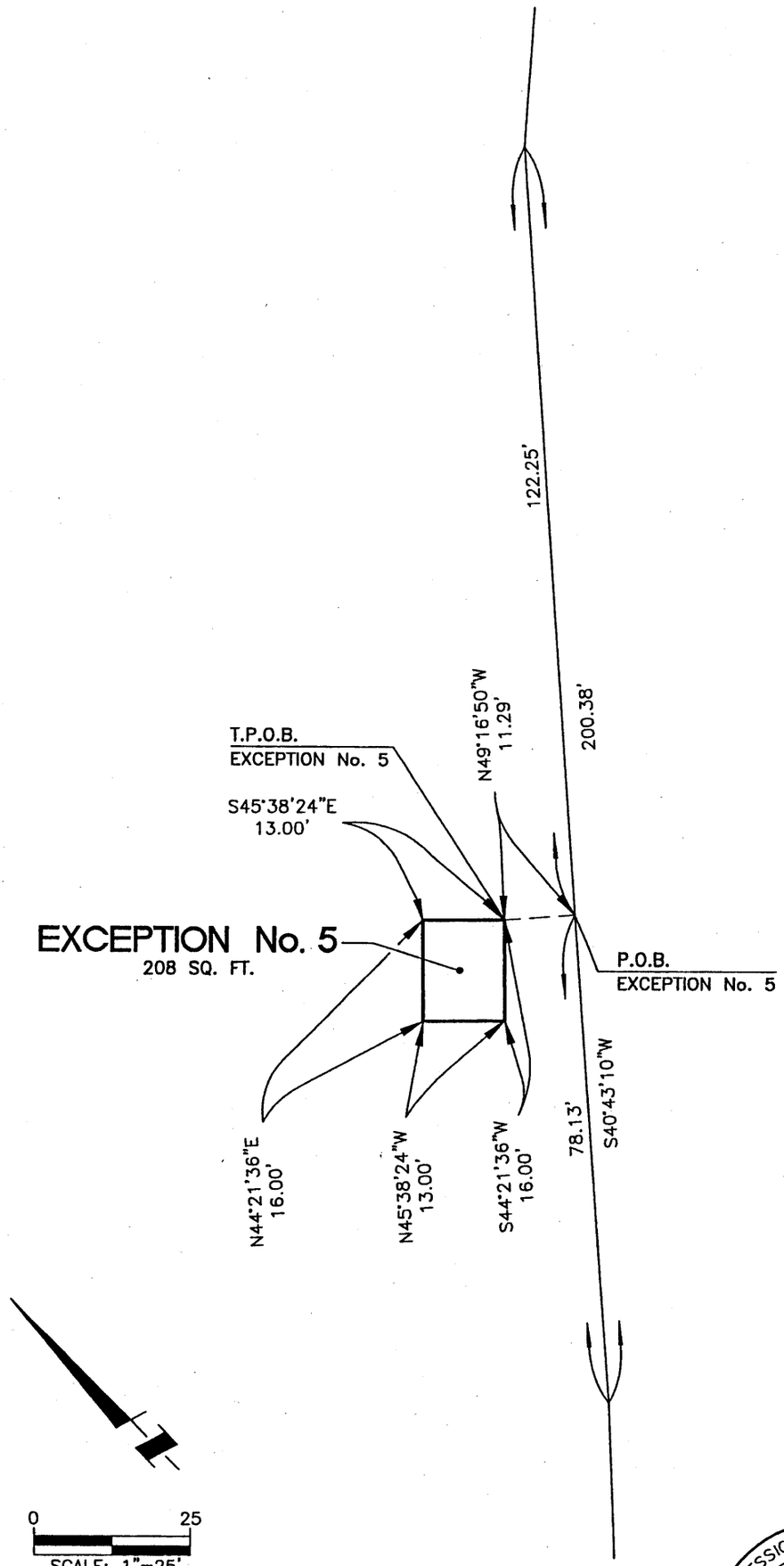
SHEET 7 OF 8

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1"=25'
DRAFTED	CN
CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

Plotted: 04/30/02 15:53:38 M:\2TUS010400\survey\exhibits\PL-PCL-I-H-16-SHT02.dwg CLaumann

EXHIBIT B



0 25

SCALE: 1"=25'

APPROVED BY

DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-H-1 (Reuse Plan Disposition Site 28, 29 and a Portion of of 27 & 40)

MCAS-TUSTIN

SHEET 8 OF 8

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714)545-8883

SCALE	1"=25'
DRAFTED	CN
CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

Plotted: 05/06/02 10:41:41 M:\2TUS010400\survey\exhibits\PL-PCL_I-H-1_08.dwg CNguyen

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-2

(Reuse Plan Disposition Site 25, 26, 32 and portion of 40)

In the City of Tustin, County of Orange, State of California, being those portions of Lots 70 through 75, inclusive, Block 46 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive, of Records of Survey, both of records of said County, described as follows:

For the purpose of this description the following Control Lines are hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°38'29" East between Valencia Avenue and Edinger Avenue; thence South 49°20'07" East 106.23 to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 1357.63 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.34 feet through a central angle of 30°00'42"; thence South 49°20'45" East 766.61 feet to a point hereinafter described as Point "**B**", said point

Legal Description
Exhibit "A"
Parcel I-H-2
(Reuse Plan Disposition Site 25, 26, 32 and portion of 40)

being the intersection of Control Line "**E**" and said Control Line "**A**"; thence continuing South 49°20'45" East 754.57 feet to the terminus of said Line "**A**".

Control line "E"

Beginning at the hereinabove described Point "**B**"; thence North 40°39'15" East 278.34 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence northeasterly 285.50 feet along said curve through a central angle of 11°41'02"; thence North 28°58'13" East 453.89 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence northeasterly 285.50 feet along said curve through a central angle of 11°41'02"; thence North 40°39'15" East 216.25 feet to a point on the centerline of Edinger Avenue, said point lies South 49°20'45" East 2933.94 feet from the northwesterly terminus of that certain course shown as "N49°20'45" W 5409.24 feet" in said centerline of Edinger Avenue.

Parcel I-H-2

Beginning at the hereinabove referenced Point "**B**"; thence along said Control Line "**E**" North 40°39'15" East 79.00 feet to a line that is parallel with and distant 79.00 feet northeasterly of said Control Line "**A**"; thence along said parallel line, leaving said Control Line "**E**", South 49°20'45" East 52.00 feet to a line parallel with and distant 52.00 feet southeasterly of said Control Line "**E**", said point being the **TRUE POINT OF BEGINNING**; thence leaving said parallel line South 04°20'45" East 38.18 feet to a line parallel with and distant 52.00 feet northeasterly from said Control Line "**A**"; thence South 49°20'45" East 412.97 feet along said last mentioned parallel line to the beginning of

Legal Description
Exhibit "A"
Parcel I-H-2
(Reuse Plan Disposition Site 25, 26, 32 and portion of 40)

a curve concave northeasterly having a radius of 42.00 feet; thence leaving said parallel line southeasterly along said curve 10.38 feet through a central angle of 14°09'13"; thence South 63°29'58" East 36.66 feet to the beginning of a curve concave southwesterly having a radius of 58.00 feet ; thence southeasterly along said curve 14.33 feet through a central angle of 14°09'13" to a line parallel with and distant 64.00 feet northeasterly from said Control Line "**A**"; thence South 49°20'45" East 60.00 feet along said last mentioned parallel line to the beginning of a curve concave southwesterly having a radius of 58.00 feet; thence leaving said last mentioned parallel line southeasterly along said curve 14.33 feet through a central angle of 14°09'13"; thence South 35°11'32" East 36.66 feet to the beginning of a curve concave northeasterly having a radius of 42.00 feet; thence southeasterly along said curve 10.38 feet through a central angle of 14°09'13" to a line parallel with and distant 52.00 feet northeasterly from said Control Line "**A**"; thence South 49°20'45" East 50.00 feet along said last mentioned parallel line; thence leaving said last mentioned parallel line North 85°39'15" East 38.18 feet to a point on a line which bears North 36°36'58" West 79.20 feet and passes through the easterly terminus of said Control Line "A"; thence South 42°21'53" East 161.02 feet; thence South 03°15'56" East 10.32 feet to a line that is parallel with and distant 52.00 feet northeasterly of said Control Line "**A**"; thence along said parallel line South 49°20'45" East 354.49 feet to the beginning of a curve concave southwesterly having a radius of 1027.13 feet; thence leaving said parallel line 89.49 feet southeasterly along said curve through central angle of 04°59'32" to the beginning of a compound curve concave southwesterly having a radius of 2337.00 feet, a radial line to said beginning bears North 45°38'47" East; thence southeasterly along said curve 163.47 feet through a central angle of 04°00'28" to the beginning of a compound curve concave southwesterly having a radius of 1446.04 feet, a radial line to said beginning bears N49°39'15" East; thence southeasterly along said curve 717.72 feet through a central

Legal Description
Exhibit "A"
Parcel I-H-2
(Reuse Plan Disposition Site 25, 26, 32 and portion of 40)

angle of 28°26'16"; thence North 87°14'40" East 12.15 feet to the beginning of a non-tangent curve concave westerly having a radius of 1458.04 feet, a radial line to said curve bears North 78°10'04" East, thence southerly along said curve 180.96 feet through a central angle of 07°06'40"; thence South 87°14'37" West 12.01 feet to the beginning of a non-tangent curve concave westerly having a radius of 1446.04 feet, a radial line to said curve bears North 85°15'45" East; thence southerly along said curve 50.01 feet through a central angle of 01°58'54"; thence South 46°20'08" East 37.23 feet; thence South 00°05'07" West 92.00 feet; thence South 89°54'55" East 50.00 feet; thence South 00°05'05" West 12.00 feet; thence South 89°54'55" East 180.00 feet; thence North 00°05'05" East 12.00 feet; thence South 89°54'55" East 148.86 feet to the beginning of a curve concave northerly having a radius of 1446.05 feet; thence easterly along said curve 507.78 feet through central angle of 20°07'10"; thence North 69°57'55" East 909.77 feet to a point on the southwesterly line of Parcel F10-101 of the easement to the Orange County Flood Control District recorded August 19, 1963 as Instrument No. 16739 in Book 6681, Page 721 of Official Records of said County; thence North 20°02'09" West 933.22 feet along said southwesterly line to the beginning of a non-tangent curve concave southwesterly having a radius of 1740.00 feet, a radial line to said beginning bears North 52°31'22" East, said curve being the southwesterly line of Edinger Avenue as shown on said Record of Survey; thence northwesterly along said curve 411.09 feet through a central angle of 13°32'12"; thence leaving said southwesterly line North 51°00'50" West 488.67 feet to the beginning of a curve concave northeasterly having a radius of 2452.99 feet; thence northwesterly along said curve 53.50 feet through central angle of 01°14'59" to the beginning of a reverse curve concave southwesterly having a radius of 41.00 feet, a radial line to said point bears North 40°14'09" East; thence northwesterly along said curve 6.50 feet through a central angle of 09°04'50"; thence North 58°50'41" West 52.69 feet to the beginning of a curve

Legal Description
Exhibit "A"
Parcel I-H-2
(Reuse Plan Disposition Site 25, 26, 32 and portion of 40)

concave northeasterly having a radius of 59.00 feet; thence northwesterly along said curve 9.78 feet through central angle of 09°29'56" to a line parallel with and distant 86.00 feet southwesterly from the centerline of Edinger Avenue, as shown on said Record of Survey; thence North 49°20'45" West 51.71 feet along said parallel line to the beginning of a curve concave northeasterly having a radius of 59.00 feet; thence leaving said parallel line northwesterly along said curve 9.74 feet through a central angle of 09°27'45"; thence North 39°53'00" West 52.55 feet to the beginning of a curve concave northeasterly having a radius of 41.00 feet; thence northwesterly along said curve 6.77 feet through central angle of 09°27'45" to a line parallel with and distant 76.00 feet southeasterly from said centerline; thence North 49°20'45" West 20.00 feet along said parallel line; thence leaving said parallel line North 40°39'15" East 16.00 feet to the southwesterly line of Edinger Avenue, as shown on said Record of Survey; thence North 49°20'45" West 1033.31 feet along said southwesterly line; thence leaving said southwesterly line South 28°26'42" West 15.26 feet; thence North 50°39'44" West 229.27 feet; thence North 40°39'15" East 6.97 feet; thence North 50°39'43" West 93.88 feet to the beginning of a curve concave northeasterly having a radius of 2453.07 feet; thence northwesterly along said curve 40.21 feet through central angle of 00°56'21" to the beginning of a compound curve concave southwesterly having a radius of 41.00 feet, a radial line to said beginning bears North 40°16'38" East; thence northwesterly along said curve 6.50 feet through a central angle of 09°05'07"; thence North 58°48'29" West 52.88 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence northwesterly along said curve 9.58 feet through central angle of 09°27'44" to a line parallel with and distant 86.00 feet southwesterly from said centerline; thence North 49°20'45" West 51.72 feet along said parallel line to the beginning of a curve concave northeasterly having a radius of 59.00 feet; thence leaving said parallel line northwesterly along said curve 9.74 feet through a central angle of

Legal Description

Exhibit "A"

Parcel I-H-2

(Reuse Plan Disposition Site 25, 26, 32 and portion of 40)

09°27'45"; thence North 39°53'00" West 52.55 feet to the beginning of a curve concave southwesterly having a radius of 41.00 feet; thence northwesterly along said curve 6.77 feet through a central angle of 09°27'43"; thence North 49°20'43" West 21.00 feet; thence South 85°39'14" West 36.77 feet to a line parallel with and distant southeasterly 46.00 feet from said Control Line "**E**"; thence South 40°39'15" West 114.25 feet along said parallel line to the beginning of a curve concave southeasterly having a radius of 1354.04 feet; thence southwesterly along said curve 276.12 feet through a central angle of 11°41'02"; thence South 28°58'13" West 302.90 feet to the beginning of a curve concave southeasterly having a radius of 960.03 feet; thence leaving said parallel line southwesterly along said curve 20.67 feet through a central angle of 01°14'00"; thence South 27°44'13" West 150.84 feet to the beginning of a curve concave northwesterly having a radius of 1046.68 feet; thence southwesterly along said curve 133.77 feet through a central angle of 07°19'21" to the beginning of a compound curve concave northwesterly having a radius of 1452.04 feet, a radial line to said beginning bears South 54°56'26" East; thence southwesterly along said curve 141.79 feet through a central angle of 05°35'41" to a line parallel with and distant 52.00 feet southeasterly from said Control Line "**E**"; thence South 40°39'15" West 199.33 feet along said parallel line to the **TRUE POINT OF BEGINNING.**

Containing 4,788,675 square feet or 109.93 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-2

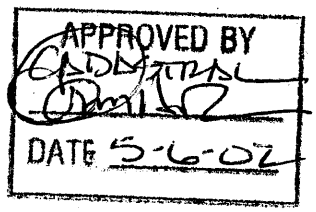
(Reuse Plan Disposition Site 25, 26, 32 and portion of 40)

Prepared under my supervision:

Walter A. Sheek P.L.S. 4838 May 6, 2002 Date

Expires: 09/31/2004

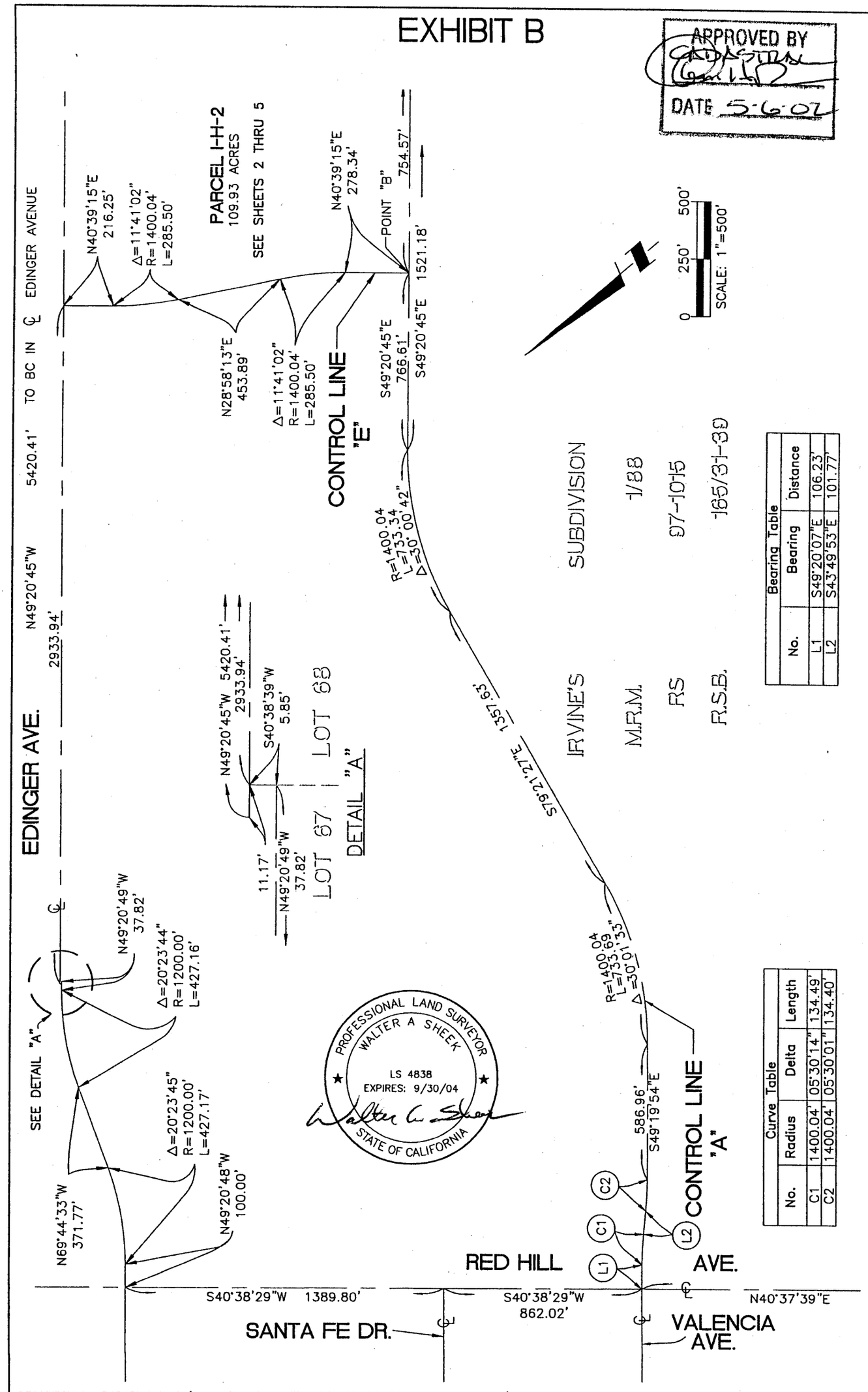




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EXHIBIT B

APPROVED BY
DATE 5-6-02



Bearing Table		
No.	Bearing	Distance
L1	S49°20'07"E	106.23'
L2	S43°49'53"E	101.77'

Curve Table			
No.	Radius	Delta	Length
C1	1400.04'	05°30'14"	134.49'
C2	1400.04'	05°30'01"	134.40'

DESCRIPTION: PARCEL I-H-2 (Reuse Plan Disposition Site 25, 26, 32 and portion of 40)

MCAS-TUSTIN

SHEET 1 OF 5

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714)545-8883

SCALE	1" = 500'
DRAFTED	CHL
CHECKED	WAS
DATE	APRIL 2002
JOB NUMBER	2TUS010500 T2

Plotted: 05/06/02 07:05:47 M:\2TUS010500\survey\exhibits\PL-PCL_I-H-2-01.dwg Claumann

EXHIBIT B

APPROVED BY CADASTRAL
DATE 5-6-02

SEE SHEET 3 OF 5

PARCEL I-H-2
109.93 ACRES

IRVINE'S SUBDIVISION
M.R.M. 1/88
RS 97-1015
R.S.B. 165/31-39

BLOCK 46
LOT 71

0 100 200
SCALE: 1"=200'

Δ=04°59'32"
R=1027.13'
L=89.49'

52'

S49°20'45"E
354.49'

BLOCK 46
LOT 74

Bearing Table		
No.	Bearing	Distance
L1	S27°44'13"W	150.84'
L2	S40°39'15"W	199.33'
L3	S04°20'45"E	38.18'
L4	S63°29'58"E	36.66'
L5	S49°20'45"E	60.00'
L6	S35°11'32"E	36.66'
L7	S49°20'45"E	50.00'
L8	N85°39'15"E	38.18'
L9	S42°21'53"E	161.02'
L10	S03°15'56"E	10.32'
L11	N40°39'15"E	79.00'
L12	S49°20'45"E	52.00'

N36°36'58"W
79.20'

L10
L9
L6
L8
52'
L7
C4
L5
C5
C3
L4
C2

E'LY TERMINUS
CONTROL LINE "A"

S49°20'45"E
412.97'

754.57'

1521.18'

BLOCK 46
LOT 75

52'

L11

BLOCK 46
LOT 70

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

T.P.O.B.
PARCEL I-H-2

S 54°56'26" E (RAD) PCC

Δ=07°19'21"
R=1046.68'
L=133.77'

C1
L2
L3

Δ=01°14'00"
R=960.03'
L=20.67'

L1

52'

199.34'

N40°39'15"E
278.34'

S49°20'45"E

Δ=11°41'02"
R=1400.04'
L=285.50'

L12

P.O.B.
POINT "B"

S28°58'13"W
302.90'

N28°58'13"E 453.89'

46'

CONTROL LINE "E"

766.61'

CONTROL LINE "A"

SEE SHEET 5 OF 5

Curve Table			
No.	Delta	Radius	Length
C1	Δ =05°35'41"	1452.04'	141.79'
C2	Δ =14°09'13"	42.00'	10.38'
C3	Δ =14°09'13"	58.00'	14.33'
~~C4~~	~~Δ =14°09'13"~~	~~58.00'~~	~~14.33'~~
C5	Δ =14°09'13"	42.00'	10.38'

SEE SHEET 1 OF 5

DESCRIPTION: PARCEL I-H-2 (Reuse Plan Disposition Site 25, 26, 32 and portion of 40)

MCAS-TUSTIN

SHEET 2 OF 5

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1" = 200'
DRAFTED	CHL
CHECKED	WAS
DATE	APRIL 2002
JOB NUMBER	2TUS010400

Plotted: 05/06/02 10:27:04 M:\2TUS010400\survey\exhibits\PL-PCL_I-H-2-02.dwg CLaumann

EXHIBIT B

APPROVED BY
CADASTRAL COMM
DATE 5-6-02

SEE SHEET 4 OF 5

N69°57'55"E
909.77'
Δ=20°07'10"
L=507.78'
R=1446.05'

Bearing Table		
No.	Bearing	Distance
L1	N87°14'40"E	12.15'
L2	S87°14'37"W	12.01'
L3	S46°20'08"E	37.23'
L4	S00°05'07"W	92.00'
L5	S89°54'55"E	50.00'
L6	S00°05'05"W	12.00'
L7	S89°54'55"E	180.00'
L8	N00°05'05"E	12.00'
L9	S89°54'55"E	148.86'

Curve Table			
No.	Delta	Radius	Length
C1	Δ=01°58'54"	1446.04'	50.01'

BLOCK 46
LOT 72

BLOCK 46
LOT 73

BLOCK 46
LOT 71

BLOCK 46
LOT 74

PARCEL I-H-2
109.93 ACRES

IRVINE'S SUBDIVISION
M.R.M. 1/88
RS 97-1015
R.S.B. 165/31-39

L1 L2 L3 L4 L5 L6 L7 L8 L9 C1

Δ=07°06'40"
R=1458.04'
L=180.96'

N87°14'39"E (RAD)
N85°15'45"E (RAD)
N85°16'44"E (RAD)
N78°10'04"E (RAD)
N78°05'31"E (RAD)

L=717.72'
R=1446.04'
Δ=28°26'16"

N49°39'15"E (RAD)
N45°38'47"E (RAD)

Δ=04°00'28"
R=2337.00'
L=163.47'

Δ=04°59'32"
R=1027.13'
L=89.49'

0 100 200
SCALE: 1"=200'

SEE SHEET 2 OF 5

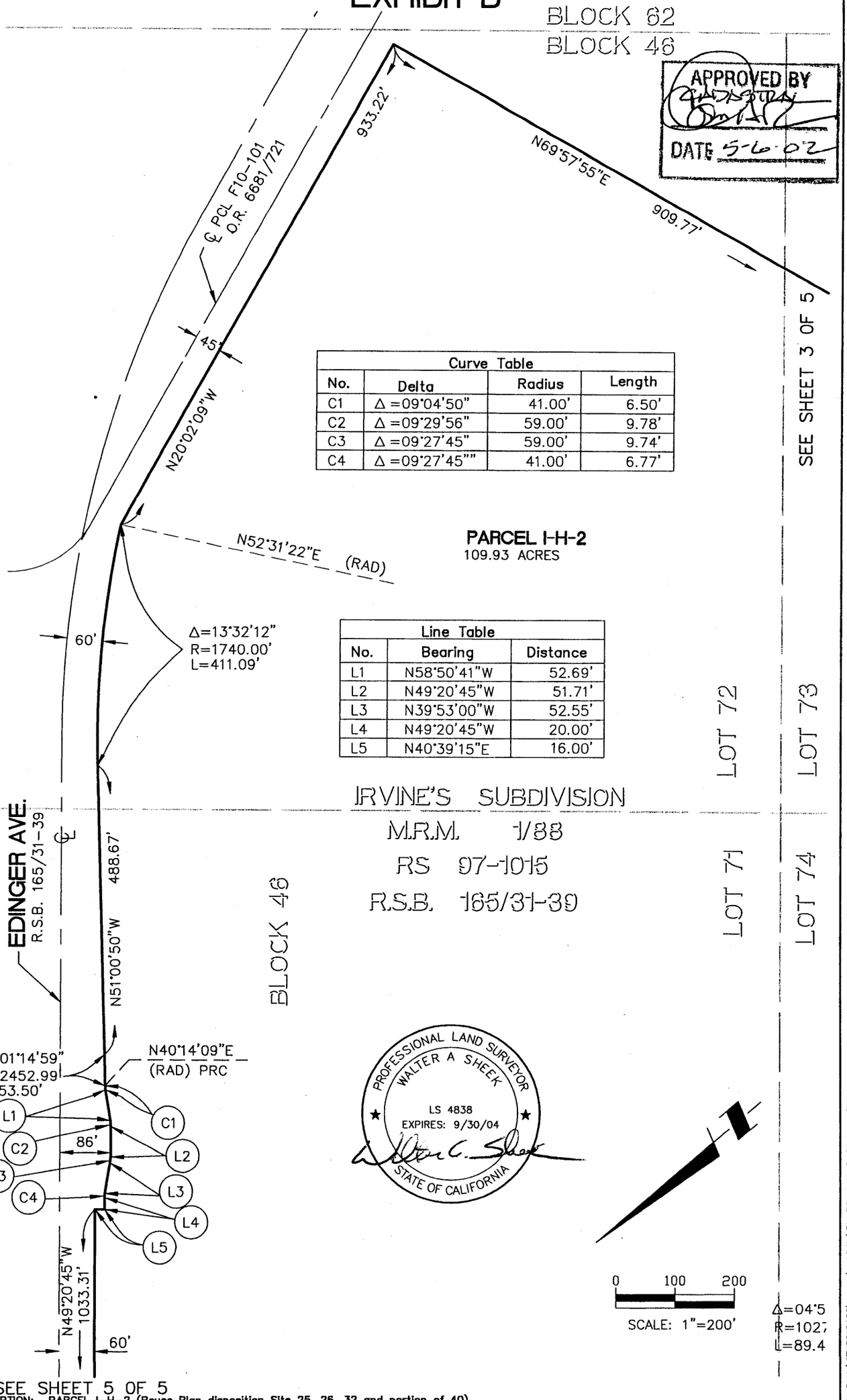
PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-H-2 (Reuse Plan Disposition Site 25, 26, 32 and portion of 40)

MCAS-TUSTIN	SHEET 3 OF 5	SCALE 1" = 200'
	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714)545-8883	DRAFTED CHL CHECKED WAS DATE APRIL 2002 JOB NUMBER 2TUS010500 T2

Plotted: 05/06/02 07:09:50 M:\2TUS\10400\survey\exhibits\PL-P1_I-H-2-03.dwg Claumar

EXHIBIT B



Curve Table			
No.	Delta	Radius	Length
C1	Δ =09°04'50"	41.00'	6.50'
C2	Δ =09°29'56"	59.00'	9.78'
C3	Δ =09°27'45"	59.00'	9.74'
C4	Δ =09°27'45""	41.00'	6.77'

Line Table		
No.	Bearing	Distance
L1	N58°50'41"W	52.69'
L2	N49°20'45"W	51.71'
L3	N39°53'00"W	52.55'
L4	N49°20'45"W	20.00'
L5	N40°39'15"E	16.00'

DESCRIPTION: PARCEL I-H-2 (Reuse Plan disposition Site 25, 26, 32 and portion of 40)

MCAS-TUSTIN

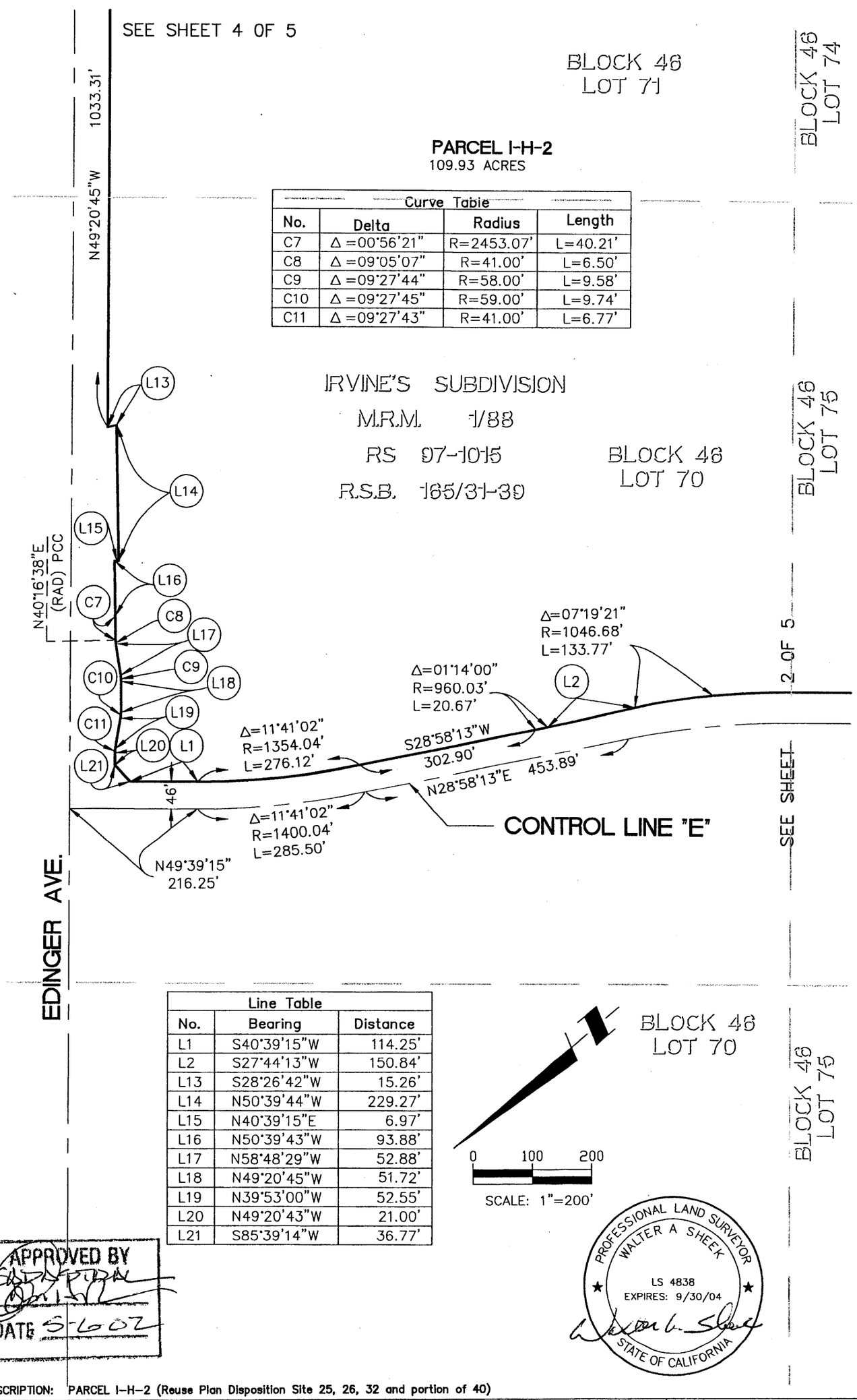
SHEET 4 OF 5

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714)545-8883

SCALE 1" = 200'
DRAFTED CHL
CHECKED WAS
DATE APRIL 2002
JOB NUMBER 2TUS010500 T2

Plotted: 05/06/02 07:11:17 M:\2TUS010400\survey\exhibits\PL-PCL_I-H-2-04.dwg CLaumann

EXHIBIT B



Curve Table			
No.	Delta	Radius	Length
C7	Δ =00°56'21"	R=2453.07'	L=40.21'
C8	Δ =09°05'07"	R=41.00'	L=6.50'
C9	Δ =09°27'44"	R=58.00'	L=9.58'
C10	Δ =09°27'45"	R=59.00'	L=9.74'
C11	Δ =09°27'43"	R=41.00'	L=6.77'

Line Table		
No.	Bearing	Distance
L1	S40°39'15"W	114.25'
L2	S27°44'13"W	150.84'
L13	S28°26'42"W	15.26'
L14	N50°39'44"W	229.27'
L15	N40°39'15"E	6.97'
L16	N50°39'43"W	93.88'
L17	N58°48'29"W	52.88'
L18	N49°20'45"W	51.72'
L19	N39°53'00"W	52.55'
L20	N49°20'43"W	21.00'
L21	S85°39'14"W	36.77'

APPROVED BY
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-H-2 (Reuse Plan Disposition Site 25, 26, 32 and portion of 40)

MCAS-TUSTIN

SHEET 5 OF 5

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1" = 200'
DRAFTED	CHL
CHECKED	WAS
DATE	APRIL 2002
JOB NUMBER	2TUS010500 T2

Plotted: 05/06/02 10:28:28 M:\2TUS010400\survey\exhibits\PL-PCL_I-H-2-05.dwg CLaumann

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-3

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being those portions of Lots 75 and 76, Block 46 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, all of the records of said County, described as follows:

For the purpose of this description the following Control Line is hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°38'29" East between Valencia Avenue and Edinger Avenue; thence South 49°20'07" East 106.23 to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 1357.63 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.34 feet through a central angle of 30°00'42"; thence South 49°20'45" East 766.61 feet to a point hereinafter referred to as Point "**B**"; thence continuing along said line South 49°20'45" East 754.57 feet to the terminus of said Line "**A**".

Legal Description
Exhibit "A"
Parcel I-H-3
(Portion of Reuse Plan Disposition Site 40)

Parcel I-H-3

Beginning at the hereinabove described Point "**B**"; thence North 40°39'15" East 79.00 feet to a point on a line that is parallel with and 79.00 feet northeasterly of said Control Line "**A**", said point being also the **True Point of Beginning**; thence along said parallel line South 49°20'45" East 52.00 feet; thence leaving said parallel line South 04°20'45" East 38.18 feet to a line that is parallel with and 52.00 feet northeasterly of said Control Line "**A**"; thence along said parallel line South 49°20'45" East 412.97 feet to the beginning of a curve concave northeasterly having a radius of 42.00 feet; thence leaving said parallel line southeasterly and easterly 10.38 feet along said curve through a central angle of 14°09'13"; thence South 63°29'58" East 36.66 feet to the beginning of a curve concave southwesterly having a radius of 58.00 feet; thence easterly and southeasterly 14.33 feet along said curve through a central angle of 14°09'13" to a line parallel with and 64.00 feet northeasterly of said Control Line "**A**"; thence along said parallel line South 49°20'45" East 60.00 feet to the beginning of a curve concave southwesterly having a radius of 58.00 feet; thence leaving said parallel line southeasterly 14.33 feet along said curve through a central angle of 14°09'13"; thence South 35°11'32" East 36.66 feet to the beginning of a curve concave northeasterly having a radius of 42.00 feet; thence southeasterly 10.38 feet along said curve through a central angle of 14°09'13" to a line parallel with and 52.00 feet northeasterly of said Control Line "**A**"; thence along said parallel line South 49°20'45" East 50.00 feet; thence leaving said parallel line North 85°39'15" East 38.18 feet; thence South 36°36'58" West 170.42 feet; thence North 04°20'47" West 38.18 feet to a line parallel with and 64.00 feet southwesterly of said Control Line "**A**"; thence along said parallel line North 49°20'45" West 544.97 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence leaving said parallel line northwesterly 14.33 feet along said curve through a central angle of 14°09'13"; thence North 35°11'32" West 36.66 feet to the beginning of a curve concave southwesterly having a radius of 42.00

Legal Description
Exhibit "A"
Parcel I-H-3
(Portion of Reuse Plan Disposition Site 40)

feet; thence northwesterly 10.38 feet along said curve through a central angle of 14°09'13" to a line parallel with and 52.00 feet southwesterly of said Control Line "A"; thence along said parallel line North 49°20'45" West 555.99 feet to the beginning of a curve concave northeasterly having a radius of 3759.60 feet; thence leaving said parallel line northwesterly 150.37 feet along said curve though a central angle of 02°17'30" to the beginning of reverse curve concave southwesterly having a radius of 3743.60 feet, a radial line to said beginning of reverse curve bears North 42°56'45" East; thence northwesterly 149.73 feet along said curve through a central angle of 02°17'30" to a line parallel with and 46.00 feet southwesterly of said Control Line "A"; thence along said parallel line North 49°20'45" West 39.60 feet to the beginning of a curve concave southwesterly having a radius of 1354.04 feet and concentric with and 46.00 feet southwesterly of said Control Line "A"; thence northwesterly 161.53 feet along said curve through a central angle of 06°50'06"; thence leaving said concentric curve North 18°25'28" East 95.20 feet to the beginning of a curve concave southwesterly having a radius of 1446.04 feet and concentric with and 46.00 feet northeasterly of said Control Line "A"; thence southeasterly 197.79 feet along said concentric curve through a central angle of 07°50'13" to a line parallel with and 46.00 feet northeasterly of said Control Line "A"; thence along said parallel line South 49°20'45" East 39.60 feet to the beginning of a curve concave northeasterly having a radius of 3743.60 feet; thence leaving said parallel line southeasterly 149.72 feet along said curve through a central angle of 02°17'29" to the beginning of a reverse curve concave southwesterly having a radius of 3759.60 feet, a radial line to said beginning of reverse curve bears North 38°21'46" East; thence southeasterly 150.35 feet along said curve through a central angle of 02°17'29" to a line parallel with and 52.00 feet northeasterly of said Control Line "A"; thence along said parallel line South 49°20'45" East 106.00 feet to the beginning of a curve concave northeasterly having a radius of 42.00 feet; thence southeasterly 10.38 feet along said curve through a central

Legal Description
Exhibit "A"
Parcel I-H-3
(Portion of Reuse Plan Disposition Site 40)

angle of 14°09'13"; thence South 63°29'58" East 36.66 feet to the beginning of a curve concave southwesterly having a radius of 58.00 feet; thence southeasterly 14.33 feet along said curve through a central angle of 14°09'13" to a line parallel with and 64.00 feet northeasterly of said Control Line "A"; thence along said parallel line South 49°20'45" East 60.00 feet to the beginning of a curve concave southwesterly having a radius of 58.00 feet; thence leaving said parallel line southeasterly 14.33 feet along said curve through a central angle of 14°09'13"; thence South 35°11'32" East 36.66 feet to the beginning of a curve concave northeasterly having a radius of 42.00 feet; thence southeasterly 10.38 feet along said curve through a central angle of 14°09'13" to a line parallel with and 52.00 feet northeasterly of said Control Line "A"; thence along said parallel line South 49°20'45" East 50.00 feet; thence leaving said parallel line North 85°39'13" East 38.18 feet to a line parallel with and 79.00 feet northeasterly of said Control Line "A"; thence along said parallel line South 49°20'45" East 64.00 feet to the **True Point of Beginning.**

Containing 187,182 square feet or 4.30 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision

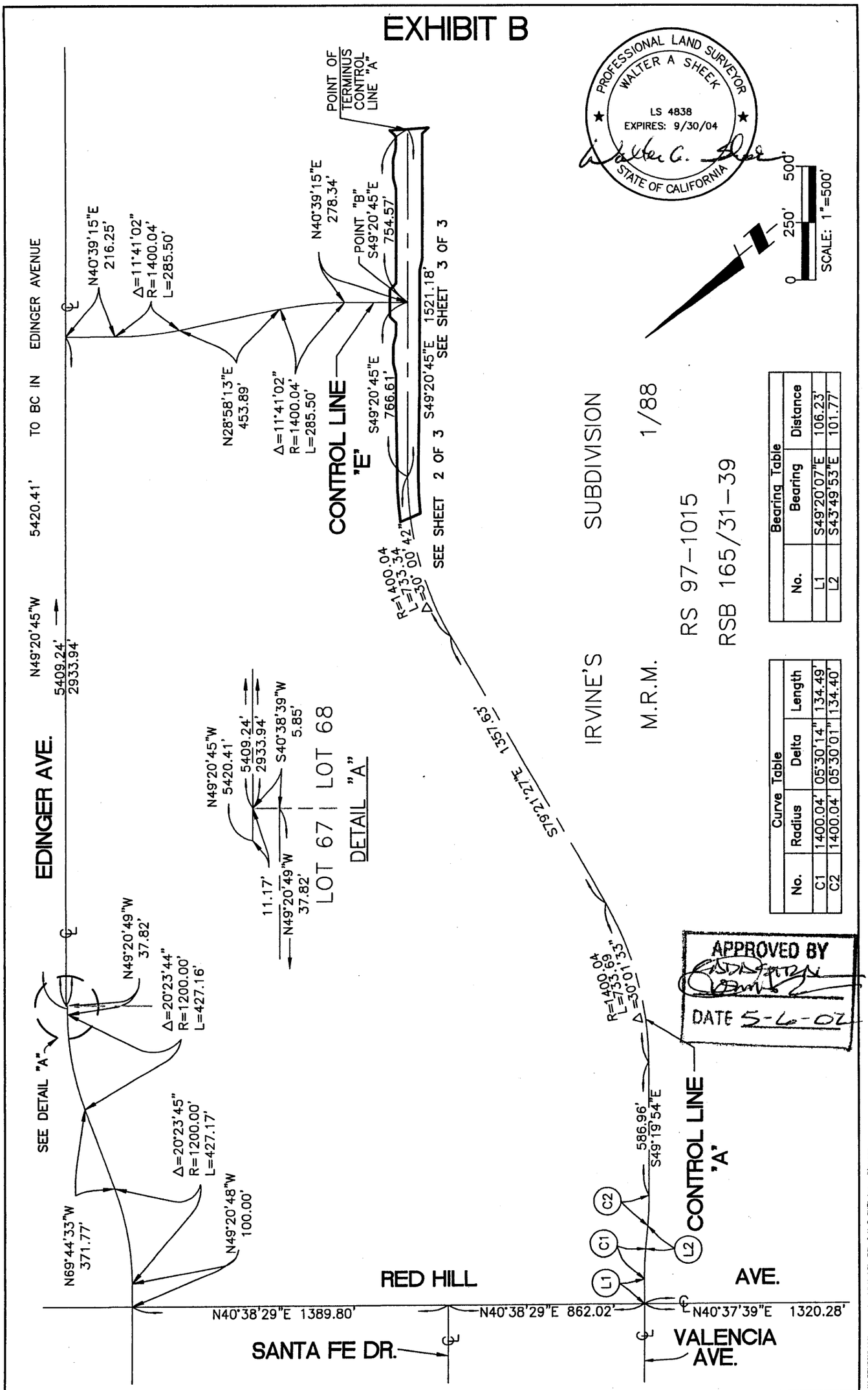
Walter A. Sheek P.L.S. 4838 Date May 1, 2002

Expires: 9/30/04

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
CALTRANS
DATE 5-6-02

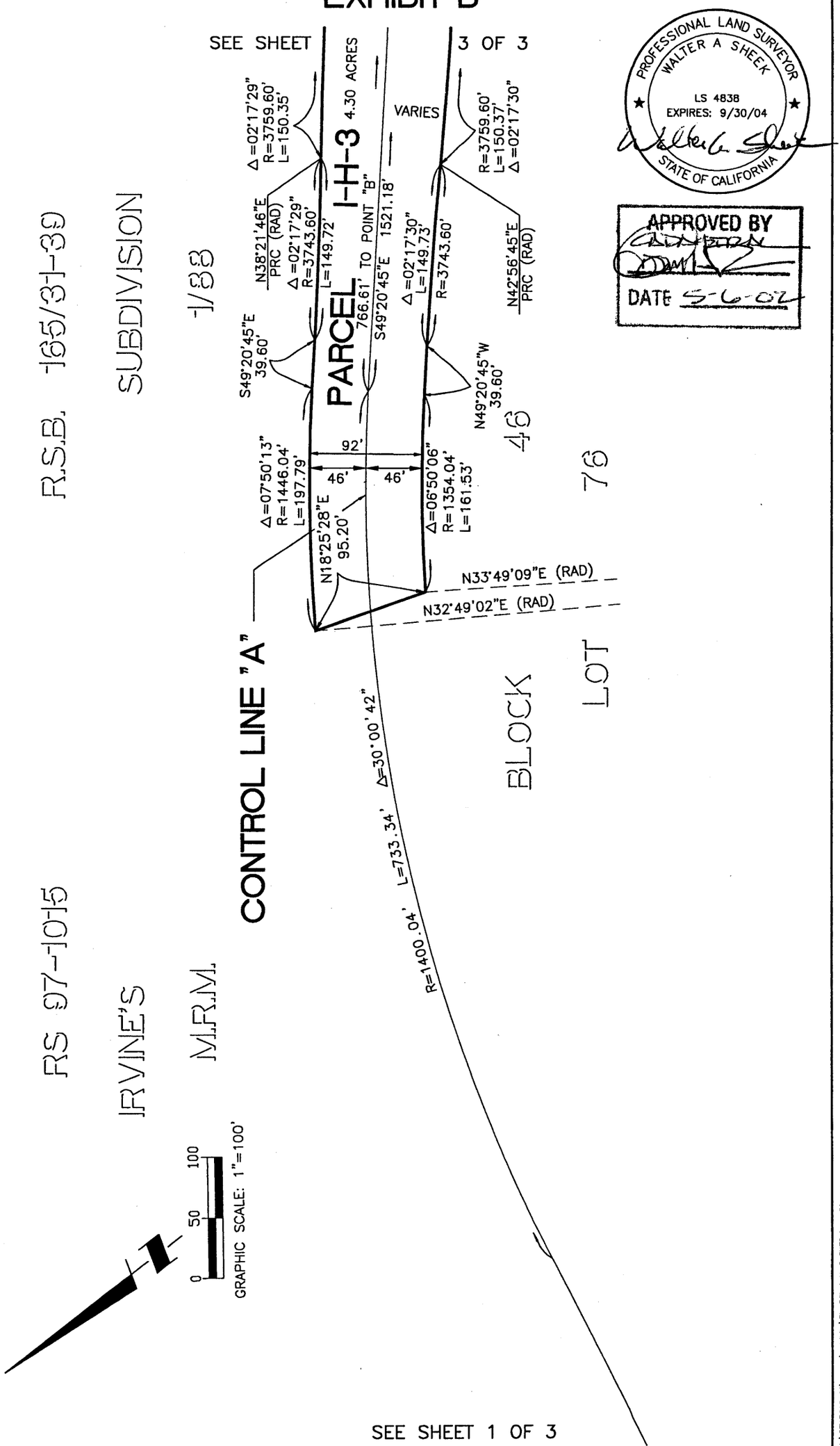
EXHIBIT B



DESCRIPTION: PARCEL I-H-3 (PORTION OF REUSE PLAN DISPOSITION SITE 40)	SHEET 1 OF 3	SCALE 1" = 500'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED CHL CHECKED WAS DATE APRIL 2002 JOB NUMBER 2TUS010500 T2

Plotted 04/26/02 14:42:43 M:\2TUS010400\survey\exhibits\PL-PCL_I-H-3_SHTI.dwg JHauser

EXHIBIT B



PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

SEE SHEET 1 OF 3

DESCRIPTION: PARCEL I-H-3 (PORTION OF REUSE PLAN DISPOSITION SITE 40)	SHEET 2 OF 3	SCALE 1" = 100'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED CHL CHECKED WAS DATE APRIL 2002 JOB NUMBER 2TUS010500 T2

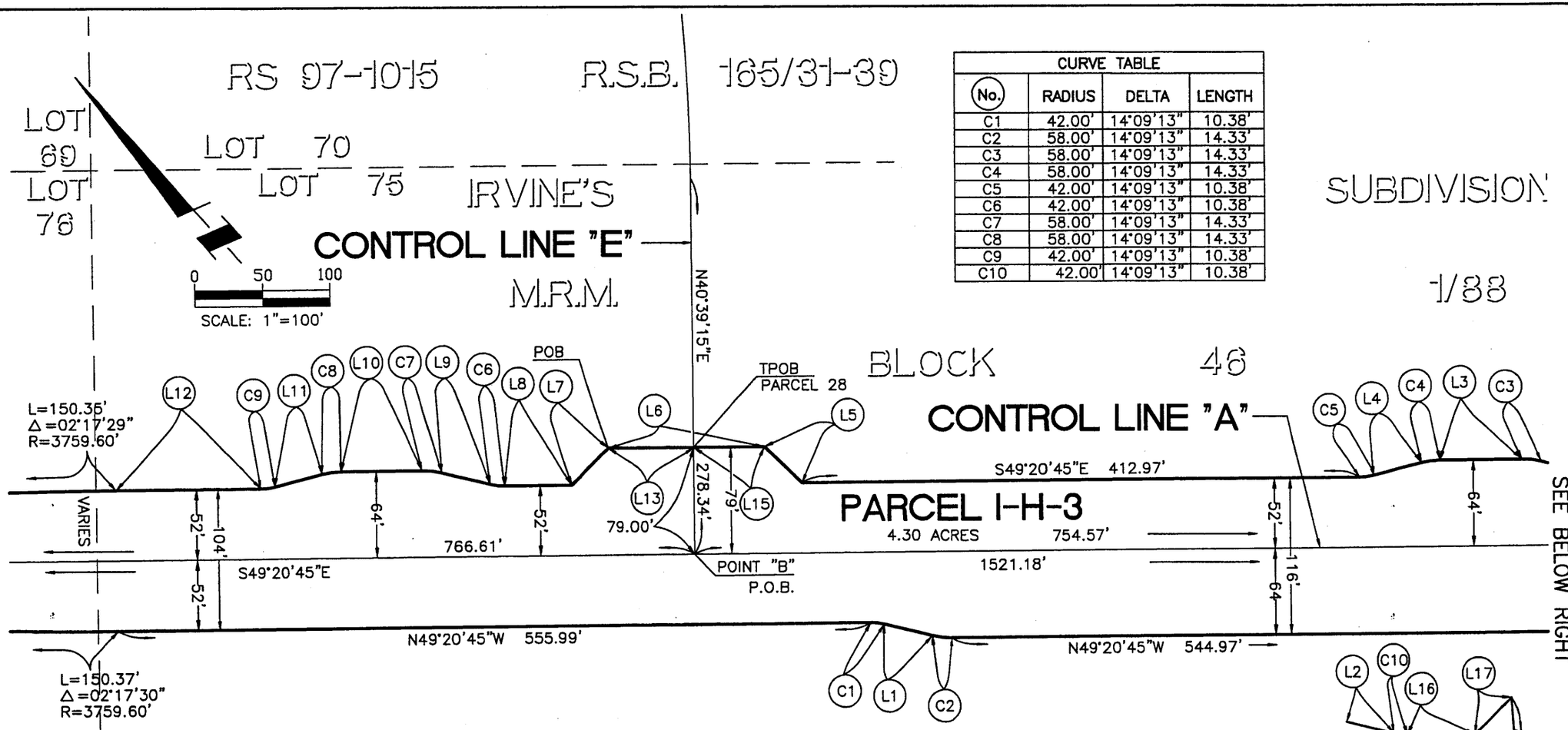
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EXHIBIT B

SEE BELOW RIGHT

MCAS-TUSTIN

DESCRIPTION: PARCEL I-H-3 (PROTION OF REUSE PLAN DISPOSITION SITE 40)



CURVE TABLE			
No.	RADIUS	DELTA	LENGTH
C1	42.00'	14°09'13"	10.38'
C2	58.00'	14°09'13"	14.33'
C3	58.00'	14°09'13"	14.33'
C4	58.00'	14°09'13"	14.33'
C5	42.00'	14°09'13"	10.38'
C6	42.00'	14°09'13"	10.38'
C7	58.00'	14°09'13"	14.33'
C8	58.00'	14°09'13"	14.33'
C9	42.00'	14°09'13"	10.38'
C10	42.00'	14°09'13"	10.38'

BEARING TABLE		
No.	BEARING	DISTANCE
L1	N35°11'32"W	36.66'
L2	S35°11'32"E	36.66'
L3	S49°20'45"E	60.00'
L4	S63°29'58"E	36.66'
L5	S04°20'45"E	38.18'
L6	S49°20'45"E	116.00'
L7	N85°39'13"E	38.18'
L8	S49°20'45"E	50.00'
L9	S35°11'32"E	36.66'

BEARING TABLE		
No.	BEARING	DISTANCE
L10	S49°20'45"E	60.00'
L11	S63°29'58"E	36.66'
L12	S49°20'45"E	106.00'
L13	S49°20'45"E	64.00'
L14	N04°20'47"W	38.18'
L15	S49°20'45"E	52.00'
L16	S49°20'45"E	50.00'
L17	N85°39'15"E	38.18'

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

P S O M A S
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714)751-7373 Fax(714)545-8883

SHEET 3 OF 3

SCALE 1" = 100'
DRAFTED CHL
CHECKED WAS
DATE APRIL 2002
JOB NUMBER 2TUS010500 T2

Plotted: 04/26/02 15:33:18 M:\2TUS010400\survey\exhibits\PL-PCL_I-H-3_SHT3.dwg JHauser

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-4

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being those portions of Lots 70 and 75, Block 46 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, all of records of said County, described as follows:

For the purpose of this description the following Control Line is hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°38'29" East between Valencia Avenue and Edinger Avenue; thence South 49°20'07" East 106.23 to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 1357.63 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.34 feet through a central angle of 30°00'42"; thence South 49°20'45" East 766.61 feet to a point hereinafter referred to as Point "B", said point being the intersection of Control Line "A" and Control Line "E"; thence continuing South 49°20'45" East 754.57 feet to the easterly terminus of said Control Line "A".

Legal Description

Exhibit "A"

Parcel I-H-4

(Portion of Reuse Plan Disposition Site 40)

Control Line "E"

Beginning at the hereinbefore described Point "**B**"; thence North 40°39'15" East 278.34 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence northeasterly along said curve 285.50 feet through a central angle of 11°41'02"; thence North 28°58'13" East 453.89 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence northeasterly along said curve 285.50 feet through a central angle of 11°41'02"; thence North 40°39'15" East 216.25 feet to a point on the centerline of Edinger Avenue, said point lies South 49°20'45" East 2933.94 feet from the northwesterly terminus of that certain course shown as "North 49° 20'45" West 5409.24 feet" in said centerline of Edinger Avenue as shown on said Record of Survey.

Parcel I-H-4

Beginning at the hereinabove referenced Point "**A**"; thence along said Control Line "**E**" North 40°39'15" East 79.00 feet to a point on a line that is parallel with and 79.00 feet northeasterly of said Control Line "**A**", said point being also the **TRUE POINT OF BEGINNING**; thence leaving said Control Line "**E**" South 49°20'45" East 52.00 feet to a line parallel with and 52.00 feet southeasterly of said Control Line "**E**"; thence along said parallel line North 40°39'15" East 199.33 feet to the beginning of a curve concave northwesterly having a radius of 1452.04 feet, said curve being concentric with and 52.00 feet southeasterly of said Control Line "**E**"; thence northeasterly along said curve 141.79 feet through a central angle of 05°35'41" to the beginning of a compound curve concave northwesterly having a radius of 1046.68 feet, a radial line to said beginning of

Legal Description
Exhibit "A"
Parcel I-H-4
(Portion of Reuse Plan Disposition Site 40)

curve bears South 54°56'26" East; thence, leaving said concentric curve, northeasterly along said compound curve 133.77 feet through a central angle of 07°19'21"; thence North 27°44'13" East 150.84 feet to the beginning of a curve concave southeasterly having a radius of 960.03 feet; thence northeasterly along said curve 20.67 feet through a central angle of 01°14'00" to a line that is parallel with and 46.00 feet southeasterly of said Control Line "E"; thence parallel and concentric with said Control Line "E" through the following three (3) courses:

1) North 28°58'13" East 302.90 feet to the beginning of a curve concave southeasterly having a radius of 1354.04 feet;
2) northeasterly along said curve 276.12 feet through a central angle of 11°41'02";
3) North 40°39'15" East 114.24 feet;

thence North 85°39'14" East 36.77; thence South 49°20'43" East 21.00 feet to the beginning of a curve concave southwesterly having a radius of 41.00 feet; thence southeasterly along said curve 6.77 feet through a central angle of 09°27'43"; thence South 39°53'00" East 52.55 feet to the beginning of a curve concave northeasterly having a radius of 59.00 feet; thence southeasterly along said curve 9.74 feet through a central angle of 09°27'45" feet to a line that is 86.00 feet southwesterly of and parallel with the centerline of said Edinger Avenue; thence along said parallel line South 49°20'45" East 51.72 feet to the beginning of a curve concave northeasterly having a radius of 58.00 feet; thence, leaving said parallel line, easterly along said curve 9.58 feet through a central angle of 09°27'44"; thence South 58°48'29" East 52.88 feet to the beginning of a curve concave southwesterly having a radius of 41.00 feet; thence southeasterly along said curve 6.50 feet through a central angle of 09°05'07" to the beginning a reverse curve concave northeasterly having a radius of 2453.07 feet, a radial line to said beginning of curve bears

Legal Description
Exhibit "A"
Parcel I-H-4
(Portion of Reuse Plan Disposition Site 40)

South 40°16'38" West; thence southeasterly along said curve 40.21 feet through a central angle of 00°56'21"; thence South 50°39'43" East 93.88 feet; thence North 40°39'15" East 13.20 feet to a line that is parallel with and 60.00 feet southwesterly of said centerline of Edinger Avenue; thence along said parallel line North 49°20'45" West 487.22 feet; thence leaving said parallel line South 40°39'15" West 28.00 feet; thence South 04°20'41" East 36.76 feet to a line that is parallel and concentric with, and 46.00 feet northwesterly of, said Control Line "**E**"; thence along said parallel and concentric line the following three (3) courses:

1) South 40°39'15" West 102.25 feet to the beginning of a curve concave southeasterly having a radius of 1446.04 feet;
2) southwesterly along said curve 294.88 feet through a central angle of 11°41'02";
3) South 28°58'13" West 302.71 feet to the beginning of a curve concave northwesterly having a radius of 960.03 feet;

thence, leaving said parallel and concentric line, southwesterly along said curve 21.12 feet through a central angle of 01°15'37"; thence South 30°13'50" West 98.66 feet to the beginning of a curve concave northwesterly having a radius of 2074.36 feet; thence southwesterly along said curve 174.88 feet through a central angle of 04°49'50" to the beginning of a compound curve concave northwesterly having a radius of 1348.04 feet, a radial line to said beginning of curve bears South 54°56'20" East; thence southwesterly along said curve 54.83 feet through a central angle of 02°19'49" to the beginning of a compound curve concave northwesterly having a radius of 143.00 feet, a radial line to said beginning of curve bears South 52°36'31" East; thence southwesterly along said curve 33.43 feet through a central angle of 13°23'34"; thence South 50°47'03" West 30.34 feet to the beginning of a curve concave southeasterly having a radius of 159.16 feet; thence southwesterly along said curve 28.14 feet through a central angle of 10°07'48" to a line

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-4

(Portion of Reuse Plan Disposition Site 40)

that is parallel with and 64.00 feet northwesterly of said Control Line "E"; thence along said parallel line South 40°39'15" West 184.90 feet to a line bearing South 49°20'45" East and passing through the **TRUE POINT OF BEGINNING**; thence leaving said parallel line and along last said line South 49°20'45" East 64.00 feet to the **TRUE POINT OF BEGINNING.**

Containing 144,085 square feet or 3.31 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision

Walter A. Sheek, P.L.S. 4838 Date May 1, 2002

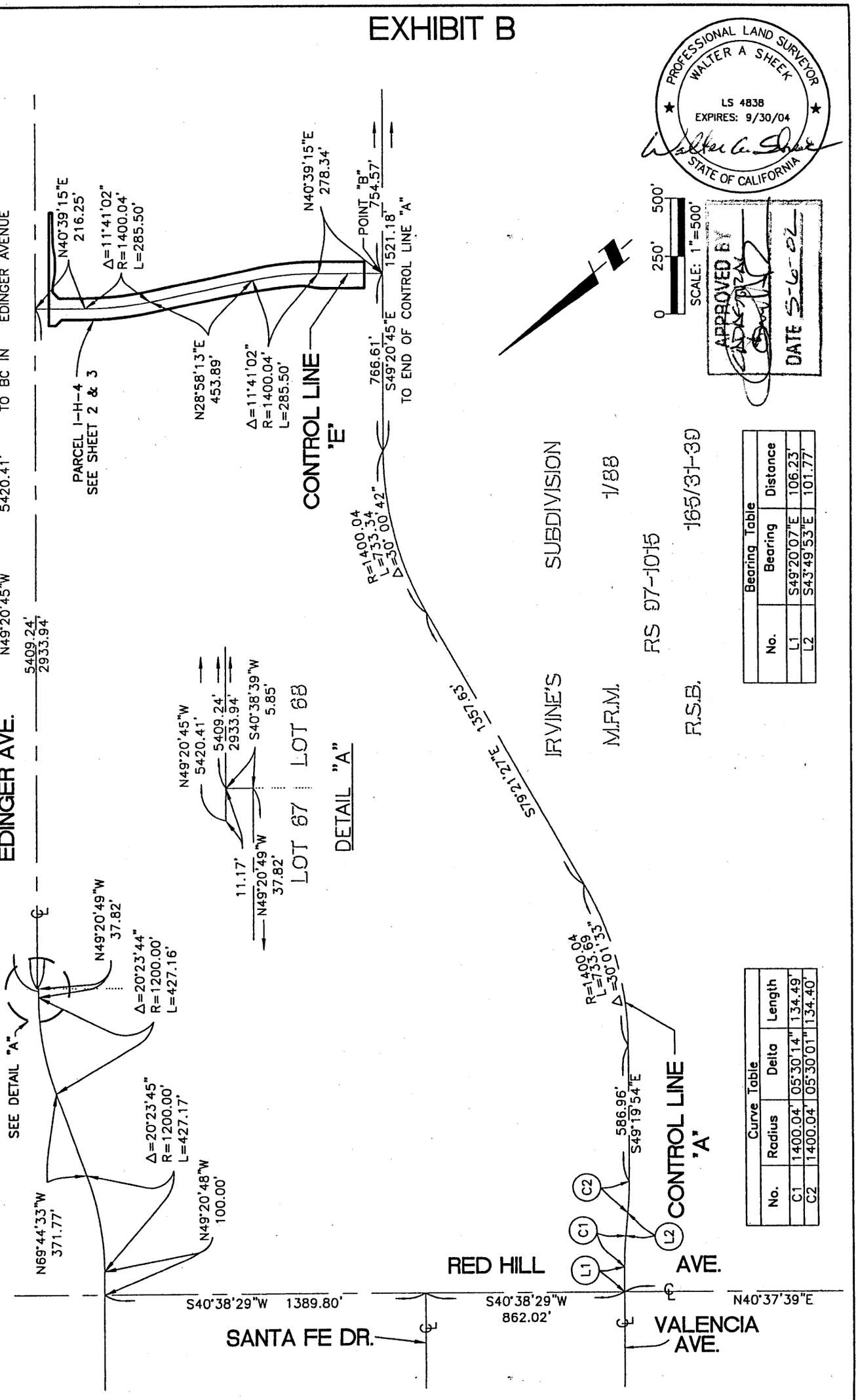
Expires:9/30/2004

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
CITY OF TRACY
DATE 5-6-02

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4/27/02 8:05 AM

EXHIBIT B



DESCRIPTION: PARCEL I-H-4 (Portion of Reuse Plan Disposition Site 40)

SHEET 1 OF 3

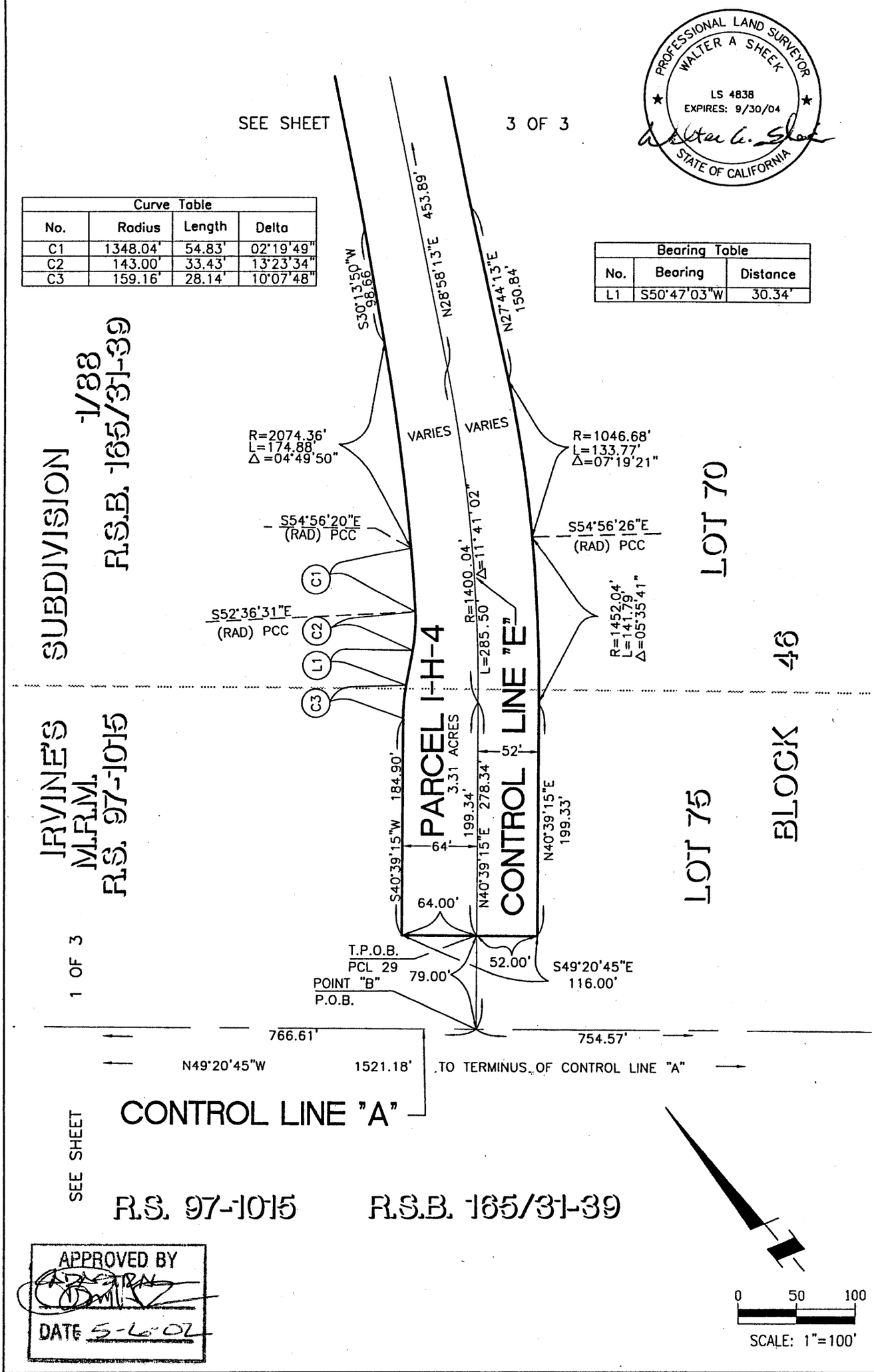
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714)545-8883

SCALE	1" = 500'
DRAFTED	CHL
CHECKED	DLW
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

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EXHIBIT B



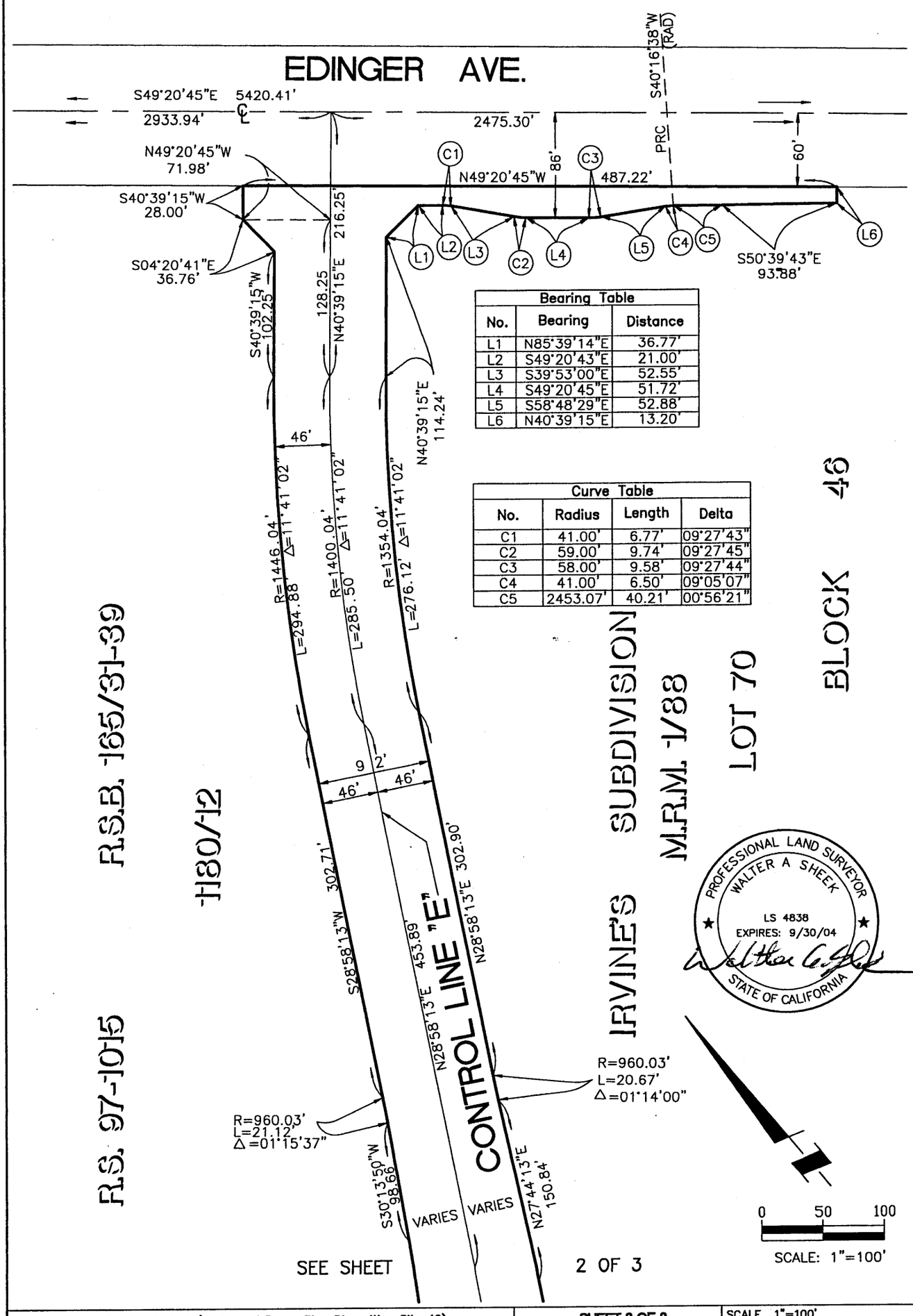
DESCRIPTION: PARCEL I-H-4 (Portion of Reuse Plan Disposition Site 40)	SHEET 2 OF 3	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714)545-8883	DRAFTED CHL CHECKED WAS DATE APRIL, 2002 JOB NUMBER 2TUS010500 T2

Plotted: 04/27/02 08:42:39 M:\2TUS010400\survey\exhibits\PI-Pcl_I-H-4_02.dwg GGaldo

EXHIBIT B

APPROVED BY
DATE 5-6-02

EDINGER AVE.



Bearing Table		
No.	Bearing	Distance
L1	N85°39'14"E	36.77'
L2	S49°20'43"E	21.00'
L3	S39°53'00"E	52.55'
L4	S49°20'45"E	51.72'
L5	S58°48'29"E	52.88'
L6	N40°39'15"E	13.20'

Curve Table			
No.	Radius	Length	Delta
C1	41.00'	6.77'	09°27'43"
C2	59.00'	9.74'	09°27'45"
C3	58.00'	9.58'	09°27'44"
C4	41.00'	6.50'	09°05'07"
C5	2453.07'	40.21'	00°56'21"

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

0 50 100
SCALE: 1"=100'

SEE SHEET 2 OF 3

DESCRIPTION: PARCEL I-H-4 (Portion of Reuse Plan Disposition Site 40)

SHEET 3 OF 3

MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1"=100'
DRAFTED	CHL
CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010500 T2

Plotted: 04/27/02 08:46:27 M:\2TUS010400\survey\exhibits\PL-PCL_I-H-4_03.dwg GGaldo

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-5

(Portion of Reuse Plan Disposition Site 24)

In the City of Tustin, County of Orange, State of California, being that portion of Lot 70 in Block 46 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive, of Records of Survey, all of records of said County, described as follows:

For the purpose of this description the following Control Line is hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°38'29" East between Valencia Avenue and Edinger Avenue; thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence

South 79°21'27" East 1357.63 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence easterly and southeasterly along said curve 733.34 feet through a central angle of 30°00'42"; thence South 49°20'45" East 766.61 feet to a

Legal Description
Exhibit "A"
Parcel I-H-5
(Portion of Reuse Plan Disposition Site 24)

point hereinafter referred to as Point "**B**", said point being the intersection of Control Line "**E**" and said Control Line "**A**".

Control line "E"

Beginning at the hereinabove described Point "**B**"; thence North 40°39'15" East 278.34 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence northeasterly 285.50 feet along said curve through a central angle of 11°41'02"; thence North 28°58'13" East 453.89 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence northeasterly 285.50 feet along said curve through a central angle of 11°41'02"; thence North 40°39'15" East 216.25 feet to a point on the centerline of Edinger Avenue, said point lies South 49°20'45" East 2933.94 feet from the northwesterly terminus of that certain course shown as "North 49°20'45" West 5409.24 feet" in said centerline of Edinger Avenue as shown on said record of survey.

Parcel I-H-5

Beginning at the intersection of the centerline of Edinger Avenue with Control Line "**E**", the centerline of Edinger Avenue Bears North 49°20'45" West as shown on said Record of Survey; thence South 40°39'15" West 88.00 feet along said Control Line "**E**" to a line that is parallel with and 88.00 feet southwesterly of said centerline of Edinger Avenue; thence North 49°20'45" West 71.98 feet to the **TRUE POINT OF BEGINNING**; thence continuing North 49°20'45" West 201.15 feet; thence leaving said parallel line South 40°29'47" West 240.60 feet; thence South 49°20'44" East 230.85 feet to the beginning of a

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-5

(Portion of Reuse Plan Disposition Site 24)

non-tangent curve concave southeasterly having a radius of 1446.04 feet, being concentric with and 46.00 northwesterly of said Control Line "**E**", a radial line to said beginning of curve bears North 53°48'08" West; thence northeasterly 112.47 feet along said concentric curve through a central angle of 04°27'23" to a line that is parallel with and 46.00 feet northwesterly of said Control Line "**E**"; thence North 40°39'15" East 102.25 feet along said parallel line; thence North 04°20'41" West 36.76 feet to the **TRUE POINT OF BEGINNING**.

Containing 54,397 square feet or 1.25 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision

Walter A. Sheek May 3, 2002

Walter A. Sheek P.L.S. 4838 Date

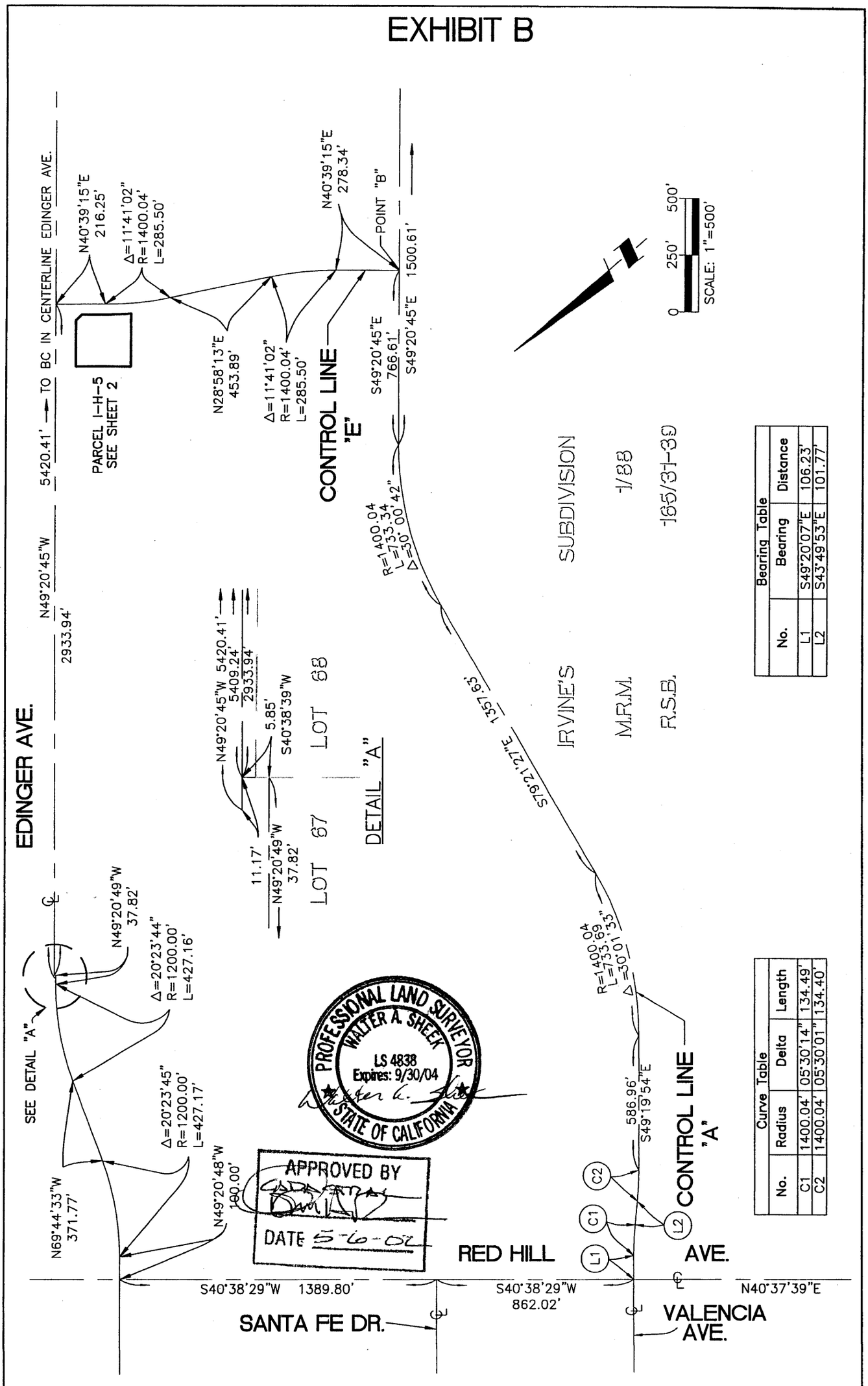
Expires: 9/30/2004

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

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Last printed 5/3/02 7:03 PM

EXHIBIT B



Bearing Table		
No.	Bearing	Distance
L1	S49°20'07"E	106.23'
L2	S43°49'53"E	101.77'

Curve Table			
No.	Radius	Delta	Length
C1	1400.04'	05°30'14"	134.49'
C2	1400.04'	05°30'01"	134.40'

DESCRIPTION: PARCEL I-H-5 (PORTION OF REUSE PLAN DISPOSITION SITE 24)

SHEET 1 OF 2

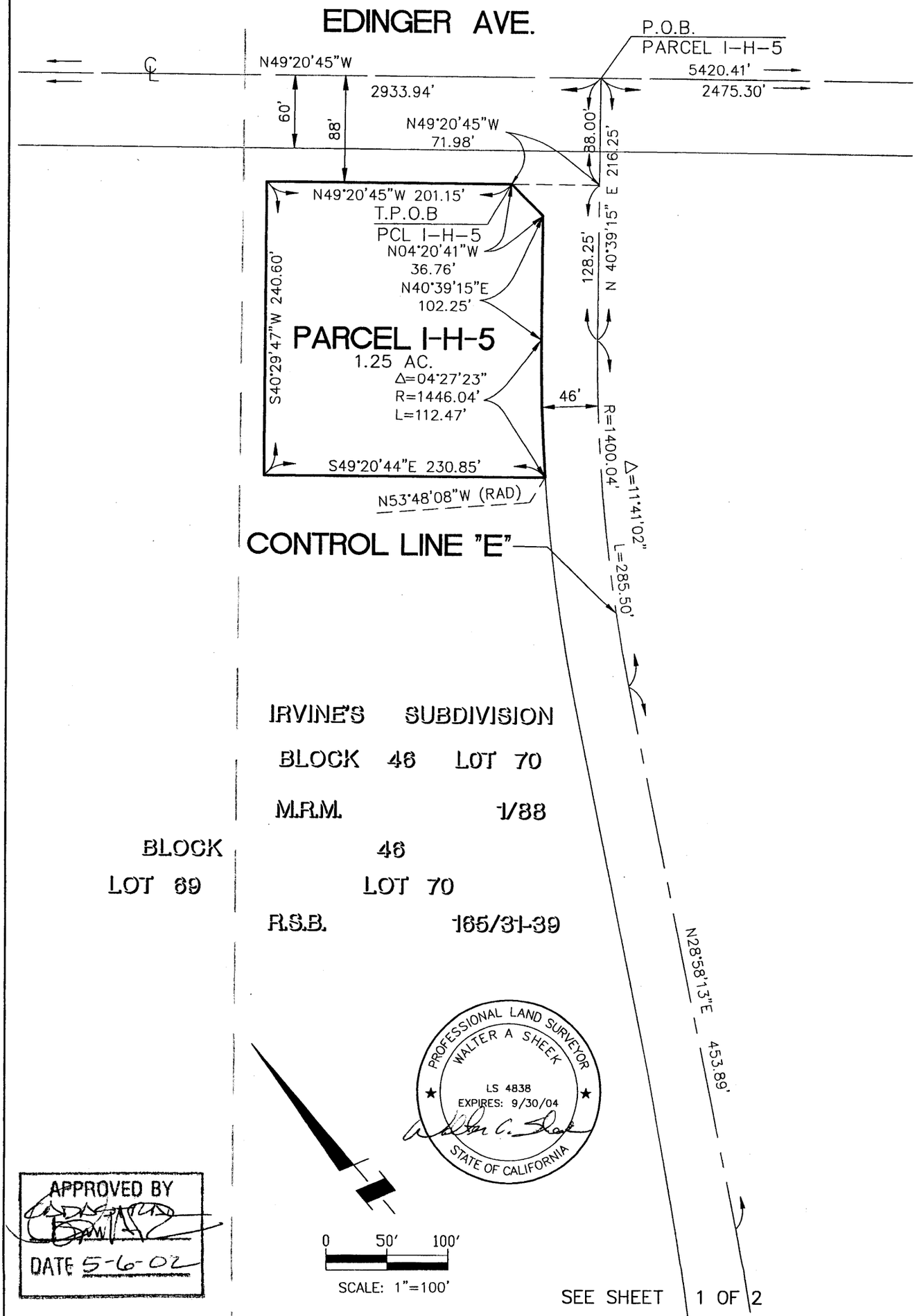
MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8065

SCALE 1" = 500'
DRAFTED CHL
CHECKED DLW
DATE APRIL 2002
JOB NUMBER 2TUS010500 T2

Plotted: 05/02/02 14:30:30 W:\2TUS010400\survey\exhibits\PL_PO_I-H-5_SH11.dwg CLaumann

EXHIBIT B



APPROVED BY
DATE 5-6-02

DESCRIPTION: PARCEL I-H-5 (PORTION OF REUSE PLAN DISPOSITION SITE 24)	SHEET 2 OF 2	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED CHL CHECKED DLW DATE APRIL 2002 JOB NUMBER 2TUS010500 T2

Plotted: 05/02/02 14:32:10 N:\2TUS010400\survey\exhibits\PL-PCL_I-H-2_Sht2.dwg CLaumann

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-6

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being those portions of Lots 69 and 70 in Block 46 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in book 165, pages 31 through 39 inclusive, of Records of Survey, all of records of said County, described as follows:

For the purpose of this description the following Control Line is hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°38'29"East between Valencia Avenue and Edinger Avenue; thence South 49°20'07" East 106.23 to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 1357.63 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.34 feet through a central angle of 30°00'42"; thence South 49°20'45" East 766.61 feet to a point hereinafter referred to as Point "**B**", said point being the intersection of Control Line "**E**" and said Control Line "**A**".

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-6

(Portion of Reuse Plan Disposition Site 40)

Control line "E"

Beginning at the hereinbefore described Point "**B**"; thence North 40°39'15" East 278.34 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence northeasterly 285.50 feet along said curve through a central angle of 11°41'02"; thence North 28°58'13" East 453.89 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence northeasterly 285.50 feet along said curve through a central angle of 11°41'02"; thence North 40°39'15" East 216.25 feet to a point on the centerline of Edinger Avenue, said point lies South 49°20'45" East 2933.94 feet from the northwesterly terminus of that certain course shown as "North 49° 20'45" West 5409.24 feet" in said centerline of Edinger Avenue as shown on said record of survey.

Parcel I-H-6

Beginning at the intersection of the centerline of Edinger Avenue with Control Line "**E**", the centerline of Edinger Avenue bears North 49°20'45" West as shown on said Record of Survey; thence South 40°39'15" West 88.00 feet along said Control Line "E" to a line that is parallel with and 88.00 feet southwesterly of the centerline of Edinger Avenue; thence North 49°20'45" West 71.98 feet to the **TRUE POINT OF BEGINNING**; thence leaving said parallel line North 40°39'15" East 28.00 feet to a line that is parallel with and 60.00 feet southwesterly of said centerline of Edinger Avenue; thence along said parallel line North 49°20'45"W 481.38 feet; thence leaving said parallel line South 40°39'15" West 16.01 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 42.00 feet, a radial line to said beginning of curve bears North 41°36'33" East; thence southeasterly 5.28 feet along said curve through a central angle of 07°12'19"; thence

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-6

(Portion of Reuse Plan Disposition Site 40)

South 41°11'08" East 77.41 feet to the beginning of a curve concave to the northeast having a radius of 58.00 feet; thence southeasterly 8.26 feet along said curve through a central angle of 08°09'37" to line parallel with and distant 88.00 feet, measured at right angles from the centerline of Edinger Avenue; thence along said parallel line South 49°20'45" East 391.26 feet to the **TRUE POINT OF BEGINNING.**

Containing 12,925 square feet or 0.30 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision



Walter A. Sheek , P.L.S. 4838 — May 6, 2002 Date

Expires: 09/30/2004

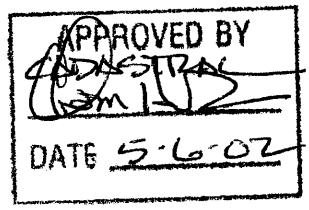
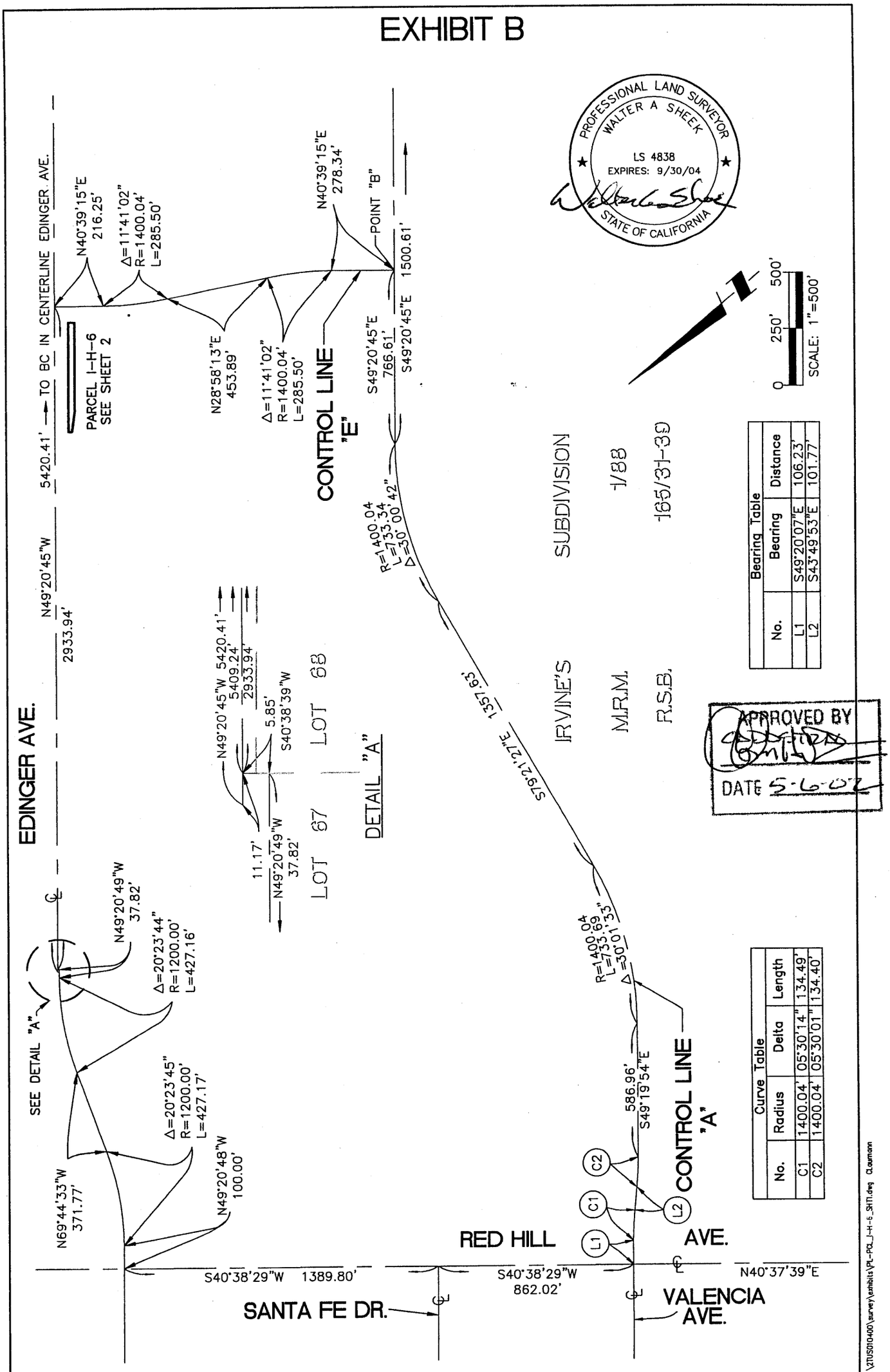


EXHIBIT B



PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

Bearing Table		
No.	Bearing	Distance
L1	S49°20'07"E	106.23'
L2	S43°49'53"E	101.77'

Curve Table			
No.	Radius	Delta	Length
C1	1400.04'	05°30'14"	134.49'
C2	1400.04'	05°30'01"	134.40'

APPROVED BY
DATE 5-6-02

DESCRIPTION: PARCEL I-H-6 (PORTION OF REUSE PLAN DISPOSITION SITE 40)

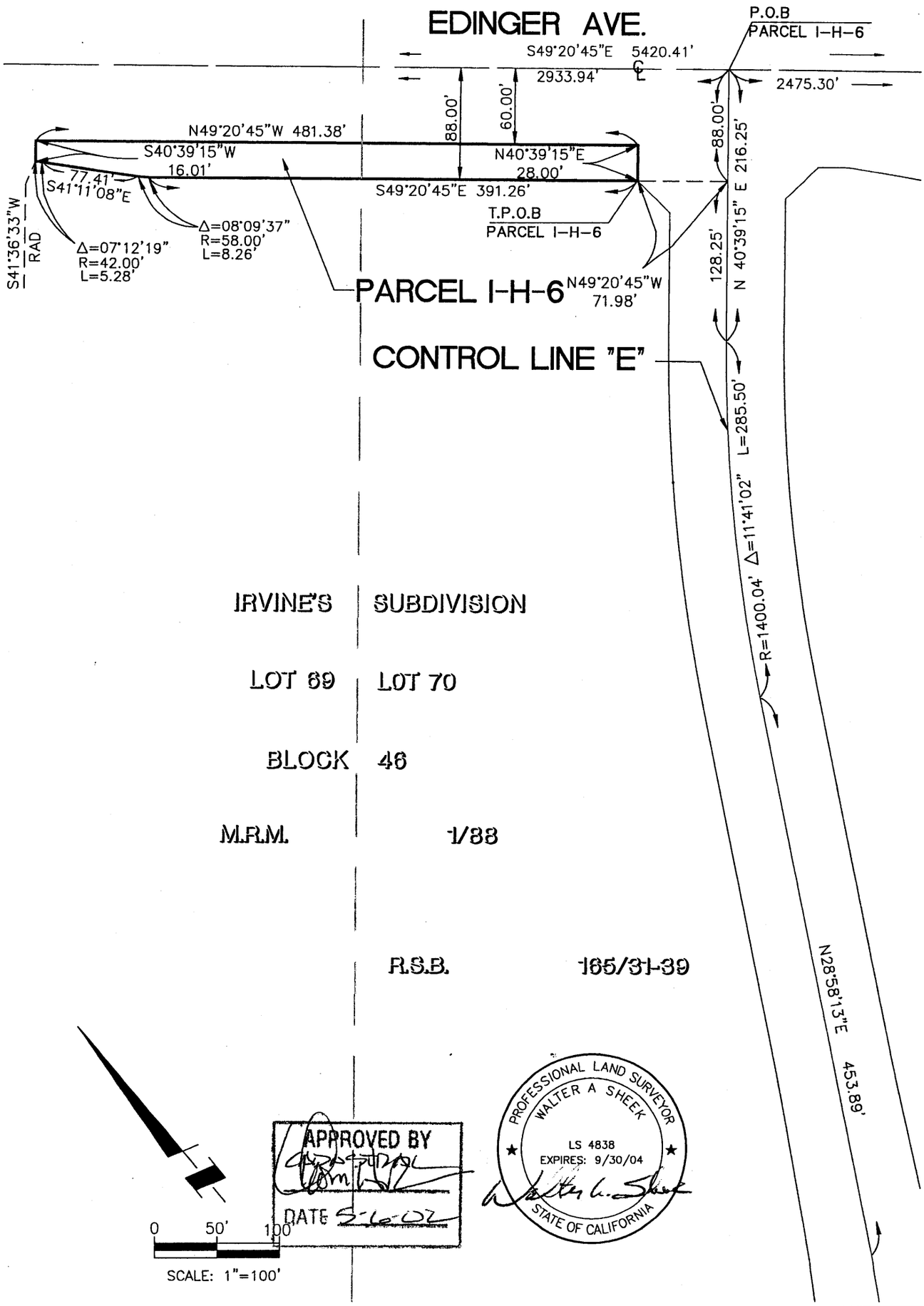
SHEET 1 OF 2

MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714)751-7373 Fax(714)545-8883

SCALE	1" = 500'
DRAFTED	CHL
CHECKED	DLW
DATE	APRIL 2002
JOB NUMBER	2TUS010500 T2

Plotted: 05/05/02 12:37:39 M:\2TUS010400\survey\exhibits\PL-PCL_I-H-6_SHT1.dwg CLaumann



DESCRIPTION: PARCEL I-H-6 (PORTION OF REUSE PLAN DISPOSITION SITE 40)

MCAS-TUSTIN

SHEET 2 OF 2

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714)545-8883

SCALE	1"=100'
DRAFTED	CHL
CHECKED	WAS
DATE	APRIL 2002
JOB NUMBER	2TUS010500 T2

Plotted: 04/30/02 20:35:33 M:\2TUS010400\survey\exhibits\PL-PCL_I-H-6_SHT2.dwg CNguyen

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-7

(Reuse Plan Disposition Site 30)

In the City of Tustin, County of Orange, State of California, being that portion of Lots 88 and 89 in Block 46 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, all of the records of said County, described as follows:

Beginning at a City Boundary Corner of the City of Irvine and the City of Tustin as shown on said Record of Survey, said corner being the northwesterly terminus of that certain course in said City Boundary having a bearing and distance of "North 49°21'01" West 3215.05 feet" as shown thereon; thence along said City Boundary South 49°21'01" East 742.13 feet to the most westerly corner of the land described as Parcel 2 in the Grant of Easement recorded September 12, 1988 as Instrument No. 88-456310 of Official Records of said County; thence leaving said City Boundary and along said easement boundary the following three courses:

1) North 40°39'59" East 5.00 feet;
2) South 51°43'26" East 96.58 feet;
3) South 56°10'26" East 117.45 feet;

thence leaving said easement North 40°40'06" East 465.82 feet; thence North 49°19'54" West 172.50 feet to the **True Point Of Beginning**; thence North 40°40'06" East 394.09 feet; thence North 49°19'54" West 467.56 feet; thence South 64° 00'23" West 429.21 feet to a line bearing South 49° 19' 54" East and passing through the true point of beginning; thence along said line South 49° 19' 54" East 637.60 feet to the **True Point Of Beginning**.

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-7

(Reuse Plan Disposition Site 30)

Containing 217,767 square feet or 5.00 acres, more or less.

Prepared under my supervision.

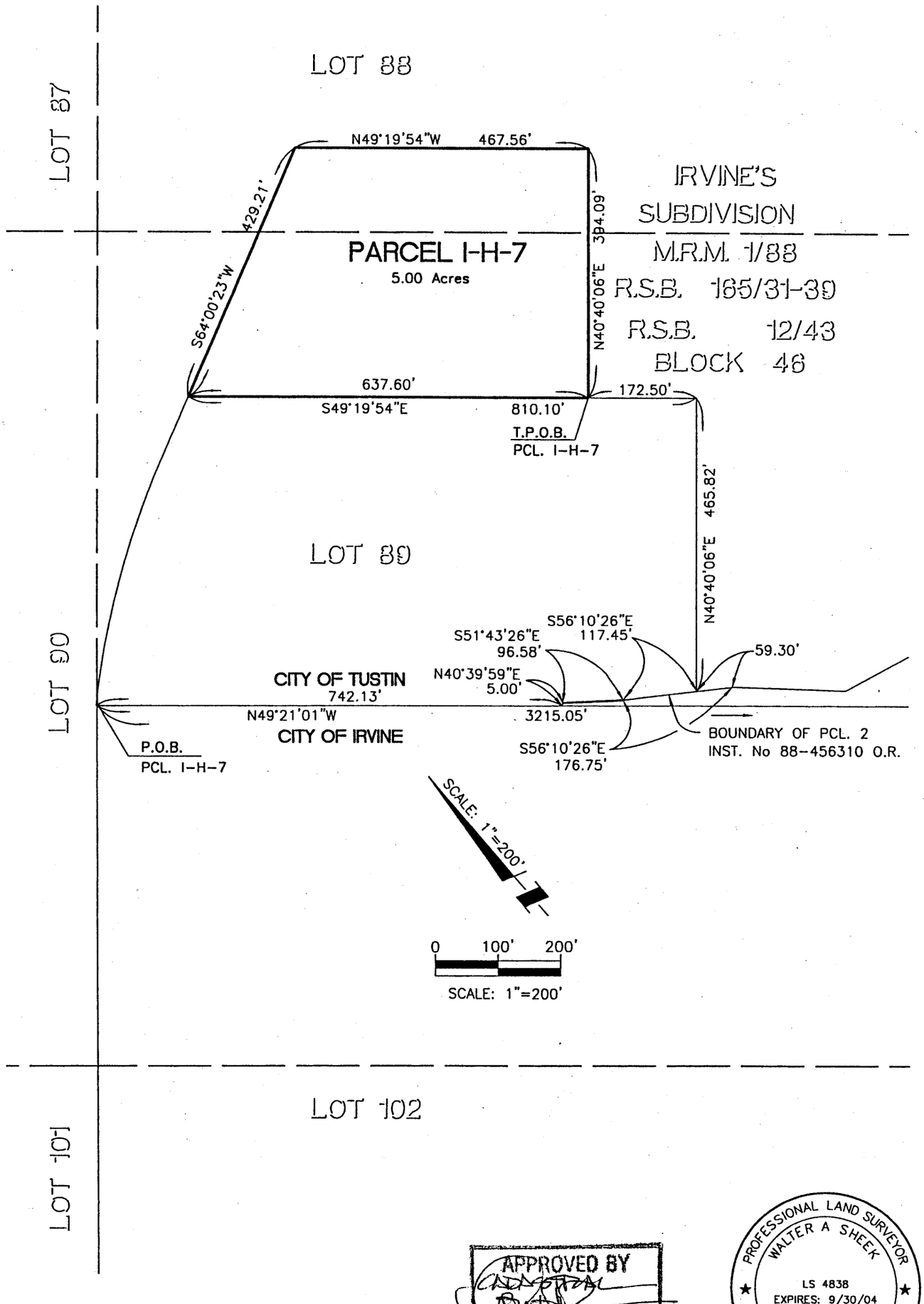
Walter A. Sheek P.L.S. 4838 — May 1, 2002 Date

Expires: 9/30/04

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
CADASTRAL
DATE 5-6-02

EXHIBIT B



APPROVED BY
CALTRANS
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-H-7 (REUSE PLAN DISPOSITION SITE 30)	SHEET 1 OF 1	SCALE 1"=200'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714)545-8883	DRAFTED CN CHECKED RM DATE APRIL 2002 JOB NUMBER 2TUS010500 T2

Plotted: 04/25/02 23:40:54 M:\2TUS010400\survey\exhibits\PL-PCL_I-H-7.dwg JHouser

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-8

(Reuse Plan Disposition Site 31)

In the City of Tustin, County of Orange, State of California, being that portion of Block 46 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, both of the records of said County, described as follows:

PARCEL I-H-8

Beginning at a City Boundary Corner of the City of Irvine and the City of Tustin as shown on said Record of Survey, said corner being the northwesterly terminus of that certain course in said City Boundary having a bearing of "North 49°21'01" West" and a distance of "3215.05 feet" as shown thereon; thence along said City Boundary South 49°21'01" East 742.13 feet to the most westerly corner of the land described as Parcel 2 in the Grant of Easement recorded September 12, 1988 as Instrument No. 88-456310 of Official Records of said County; thence leaving said City Boundary and along said easement the following three courses:

1) North 40°39'59" East 5.00 feet;
2) South 51°43'26" East 96.58 feet;
3) South 56°10'26" East 117.45 feet;

thence leaving said easement North 40°40'06" East 465.82 feet; thence North 49°19'54" West 810.10 feet; thence South 64°00'23" West 111.56 feet to the beginning of a curve concave southeasterly having a radius of 1354.04 feet; thence southwesterly along said curve 401.47 feet through a central angle of 16°59'17" to the northwesterly prolongation of the City Boundary line described above; thence along said prolongation South 49°21'01" East 1.53 feet to the point of beginning.

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-8

(Reuse Plan Disposition Site 31)

Containing 436,650 square feet or 10.02 acres more or less

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

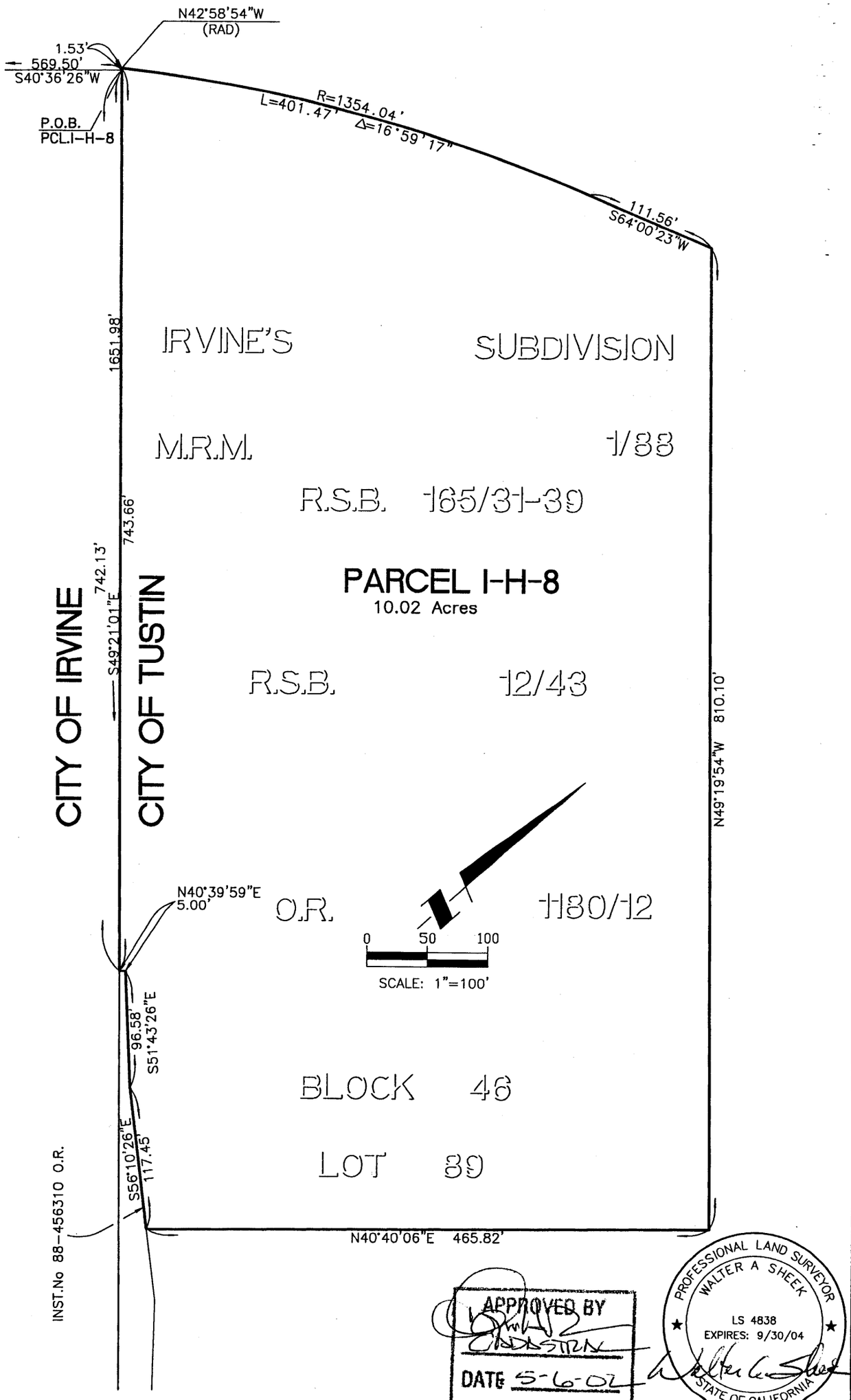
Prepared under my supervision

Walter A. Sheek May 2, 2002

Walter A. Sheek P.L.S. 4838 Date

APPROVED BY
CALTRANS
DATE 5-6-02

EXHIBIT B



APPROVED BY
CITY OF TUSTIN
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-H-8 (REUSE PLAN DISPOSITION SITE 31)	SHEET 1 OF 1	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax (714) 545-8883	DRAFTED RAT CHECKED LS DATE APRIL, 2002 JOB NUMBER 2TUS010200

Plotted: 04/30/02 18:04:32 F:\Surveys\2tus010200\design\dwgdxf\RENUMBERED PARCELS\PCL_I-H-8_SHT1.DWG CNguyen

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-12

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being all that portion of the land described as Parcel 2, in the Grant of Easement, recorded September 12, 1988, as Instrument Number 88-456310 of Official Records of said County, in Block 62 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as the centerline of said Parcel is shown on the map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, all of the records of said County, lying southerly of the following described line:

Beginning at a point in the northwesterly line of said Parcel 2 having a bearing and distance of "North 47° 22' 56" East 361.01 feet" (North 47° 21' 06" East for the purposes of this description), distant southerly thereon 71.94 feet from the northerly terminus thereof; thence leaving said northwesterly line North 49° 19'04" East 199.28 feet to the southeasterly line of said Parcel 2.

Containing 504,188 square feet or 11.58 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision.



May 6, 2002

Walter A. Sheek P.L.S. 4838 Date

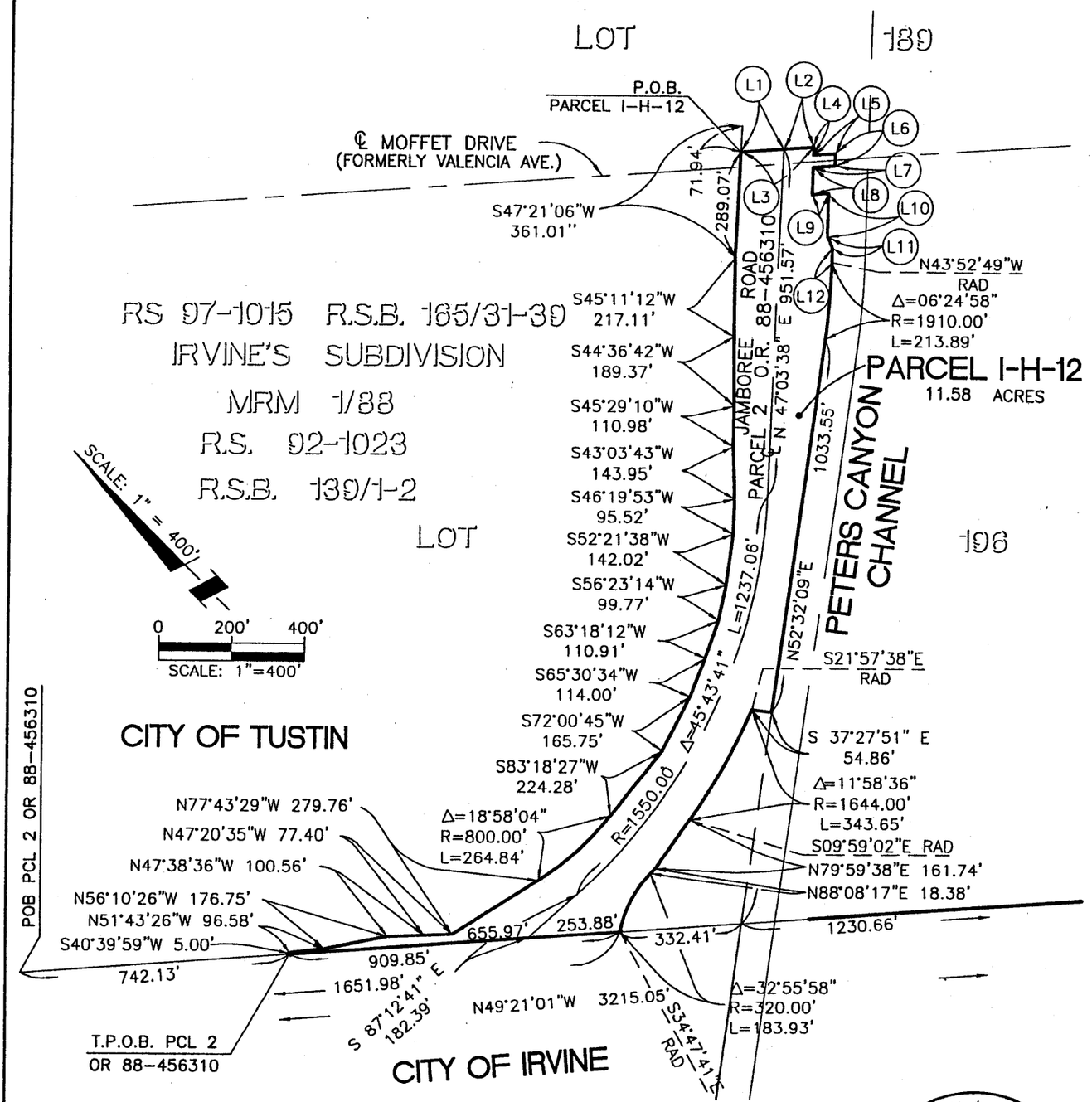
Expires: 9/30/04

APPROVED BY
DATE 5-6-02

M:\2TUS010500\survey\legals\legal-parcel_I-H-12.doc 4/26/02 8:32 AM

EXHIBIT B

Bearing Table		
No.	Bearing	Distance
L1	N49°19'04"W	117.42'
L2	N49°19'04"W	81.86'
L3	N49°19'04"W	199.28'
L4	S46°07'11"W	22.10'
L5	N49°19'03"W	60.28'
L6	S46°07'12"W	32.15'
L7	N49°19'03"W	60.28'
L8	S46°07'11"W	75.00'
L9	N49°19'03"W	45.21'
L10	S46°07'11"W	120.00'
L11	S18°25'01"W	32.27'
L12	S46°07'12"W	39.53'



APPROVED BY
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-H-12 (PORTION OF REUSE PLAN DISPOSITION SITE 40)	SHEET 1 OF 1	SCALE 1"=400'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED CN CHECKED RM DATE APRIL 2002 JOB NUMBER 2TUS010500 T2

Plotted: 05/04/02 10:29:49 M:\2TUS010500\survey\exhibits\PL-PCL_I-H-12.dwg TDang

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-14

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin and the City of Irvine, County of Orange, State of California, being that portion of Block 46 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on the map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, both of the records of said County, described as follows:

Beginning at the northwesterly terminus of that certain course on the southwesterly line of Edinger Avenue as shown on sheet 3, detail "E" of said Record of Survey, said course being "North 49°20'45" West 5409.23 feet"; thence along said southwesterly line South 49°20'45" East 4608.47 feet to the **True Point Of Beginning**; thence South 40°39'15" West 16.00 feet; thence South 49°20'45" East 20.00 feet to the beginning of a curve concave southwesterly having a radius of 41.00 feet; thence southeasterly 6.77 feet along said curve through a central angle of 09°27'45"; thence South 39°53'00" East 52.55 feet to the beginning of a curve concave northeasterly having a radius of 59.00 feet; thence southeasterly 9.74 feet along said curve through a central angle of 09°27'45" to a line that is parallel with and 86.00 feet southwesterly of the centerline of Edinger Avenue as shown on said Record of Survey; thence along said parallel line South 49°20'45" East 51.71 feet to the beginning of a curve concave northeasterly having a radius of 59.00 feet; thence southeasterly 9.78 feet along said curve through a central angle of 09°29'56"; thence South 58°50'41" East 52.69 feet to the beginning of a curve concave southwesterly having a radius of 41.00 feet; thence southeasterly 6.50 feet along said curve through a central angle of 09°04'50"to the beginning of a reverse curve concave northeasterly having a radius of 2452.99 feet, a radial line to said beginning of curve bears South 40°14'09" West; thence southeasterly 53.50 feet along said curve through a central

Legal Description

Exhibit "A"

Parcel I-H-14

(Portion of Reuse Plan Disposition Site 40)

angle of 01°14'59"; thence South 51°00'50" East 488.67 feet to the beginning of a curve concave southwesterly having a radius of 1740.00 feet, said curve being concentric with and 60.00 feet southwesterly of the curve in said centerline of Edinger Avenue having a radius of 1800.00 feet; thence southeasterly 50.66 feet along said concentric curve through a central angle of 01°40'05" to the northwesterly terminus of the curve in the southwesterly line of said Edinger Avenue shown on said Record of Survey as having a radius of 1740.00 feet; thence South 49°20'45" East 800.76 feet parallel to said centerline of Edinger Avenue to the **True Point Of Beginning.**

Containing 9,219 square feet or 0.21 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision

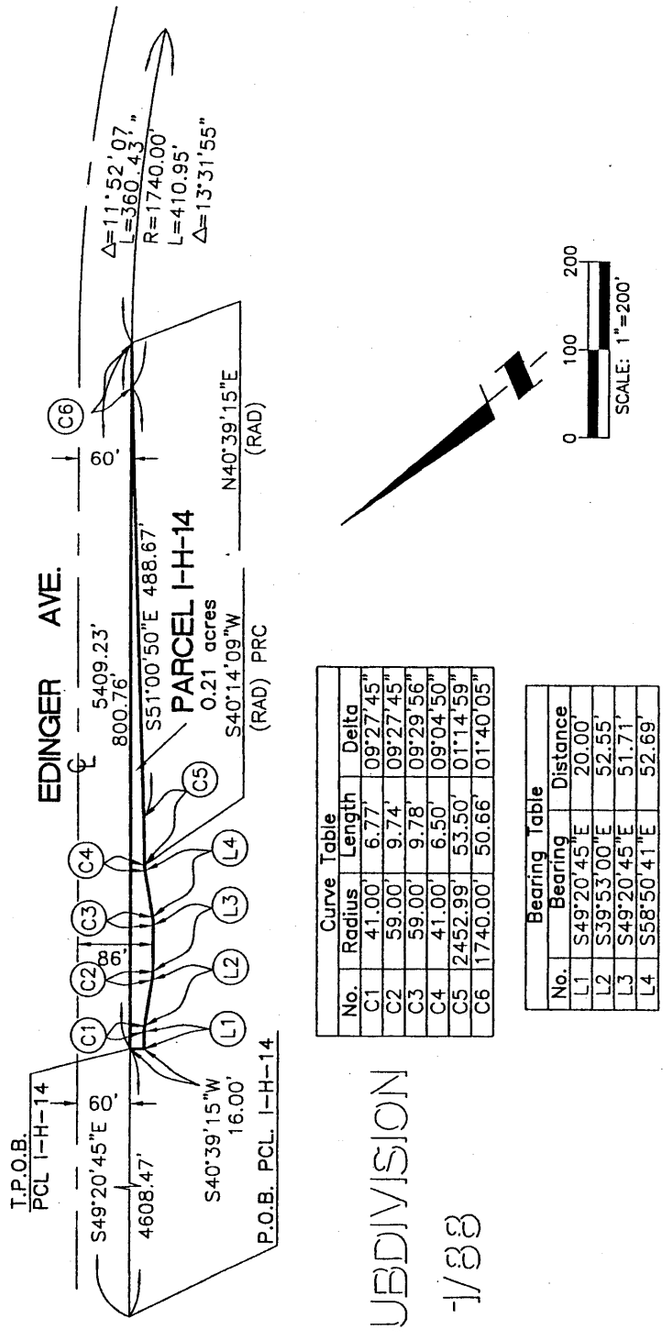
Walter A. Sheek May 6, 2002

Walter A. Sheek PLS 4838 Date



APPROVED BY
CADASTRAL
DATE 5-6-02

EXHIBIT B



Curve Table			
No.	Radius	Length	Delta
C1	41.00'	6.77'	09°27'45"
C2	59.00'	9.74'	09°27'45"
C3	59.00'	9.78'	09°29'56"
C4	41.00'	6.50'	09°04'50"
C5	2452.99'	53.50'	01°14'59"
C6	1740.00'	50.66'	01°40'05"

Bearing Table		
No.	Bearing	Distance
L1	S49°20'45"E	20.00'
L2	S39°53'00"E	52.55'
L3	S49°20'45"E	51.71'
L4	S58°50'41"E	52.69'

IRVINE'S SUBDIVISION
M.R.M. 1/88

APPROVED BY
CITY OF TUSTIN
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-H-14 (PORTION OF REUSE PLAN DISPOSITION SITE 40)

MCAS-TUSTIN

SHEET 1 OF 1

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1"=200'
DRAFTED	RAT
CHECKED	LS
DATE	APRIL 2002
JOB NUMBER	2TUS010200

Plotted: 05/14/02 13:57:39 F:\Surveys\Shared\2000\MONUMENTED PARCELS\pcl_I-H-14_SHT1.dwg Dsmy

PSOMAS

Exhibit "A"

Legal Description A.1

Monitoring Locations and Areas

Of Applicability of Well Restrictions

(Parcel I-H-15, Portion of Reuse Plan Disposition Site 28)

In the City of Tustin, County of Orange, State of California, being all those portions of Lot 189, Block 62 of Irvine's Subdivision as shown on map filed in Book 1 Page 88 of Miscellaneous Record Maps, records of said County described as follows.

The following description is for Reference Purposes:

Beginning at the intersection of the northwesterly line of that certain easement for road purposes shown as Parcel 2 as granted to the Irvine Company by Instrument No. 88-456310 recorded September 12, 1988, Official Records, records of said County, with the curved westerly line of that certain easement conveyed to the Orange County Flood Control District shown as Parcel F-10-101 recorded August 19, 1963 in Book 6681 Page 721 of Official records, records of said County, being a curve concave to the west having a radius of 755.00 feet, a radial line to said intersection of said curve bears North 78° 33' 32" East; thence along the northwesterly line of said Instrument No. 88-456310 South 51°13'17" West 126.74 feet; thence South 50°49'06" West 101.70 feet; thence South 49°22'12" West 198.91 feet; thence South 42°46'50" West 237.56 feet; thence South 40°08'47" West 103.43 feet; thence South 40°02'01" West 336.20 feet; thence South 41°53'37" West 255.25 feet; thence South 47°21'06" West 73.45 feet; thence leaving said northwesterly line North 49°19'54" West 33.32 feet; thence North 42°46'59" East 140.37 feet; thence North 40°43'10" East 78.13 feet to a point hereinafter referred to as **"Point No. 1";** thence continuing North 40°43'10" East 122.25 feet; thence North 48°52'43" East 41.82 feet; thence North 41°41'02" East 94.73 feet; thence North 39°49'21" East 107.74 feet; thence North 42°15'52" East 411.12 feet; thence North 45°27'43" East 87.68 feet; thence North 48°33'22" East 94.05 feet; thence

PSOMAS

Exhibit "A"

Legal Description A.1

Monitoring Locations and Areas

Of Applicability of Well Restrictions

(Parcel I-H-15, Portion of Reuse Plan Disposition Site 28)

ED North 56°02'27" East 59.08 feet; thence North 65°11'02" East 73.27 feet; thence North 52°54'57" East 133.83 feet to a point on said curved westerly line, a radial line of said curve to said point bears North 78°04'15" East; thence southerly along said curved westerly line 6.43 feet through a central angle of 0° 29' 17" to the point of beginning.

Restriction Area No. 1 (Monitoring Wells I001 BC 47S & I001 MW 47D)
(Parcel I-H-15)

Beginning at said **"Point No. 1"** thence North 49°16'50" West 11.29 feet to the **True Point Of Beginning;** thence South 44°21'36" West 16.00 feet; thence North 45°38'24" West 13.00 feet; thence North 44°21'36" East 16.00 feet; thence South 45°38'24" East 13.00 feet to the **True Point OF Beginning.**

Containing 208 sq. Ft., more or less.

As shown on Attachment "A.1" attached hereto and by this reference made a part hereof.

Prepared under my supervision

Walter A. Sheek P.L.S. 4838 — May 6, 2002 Date

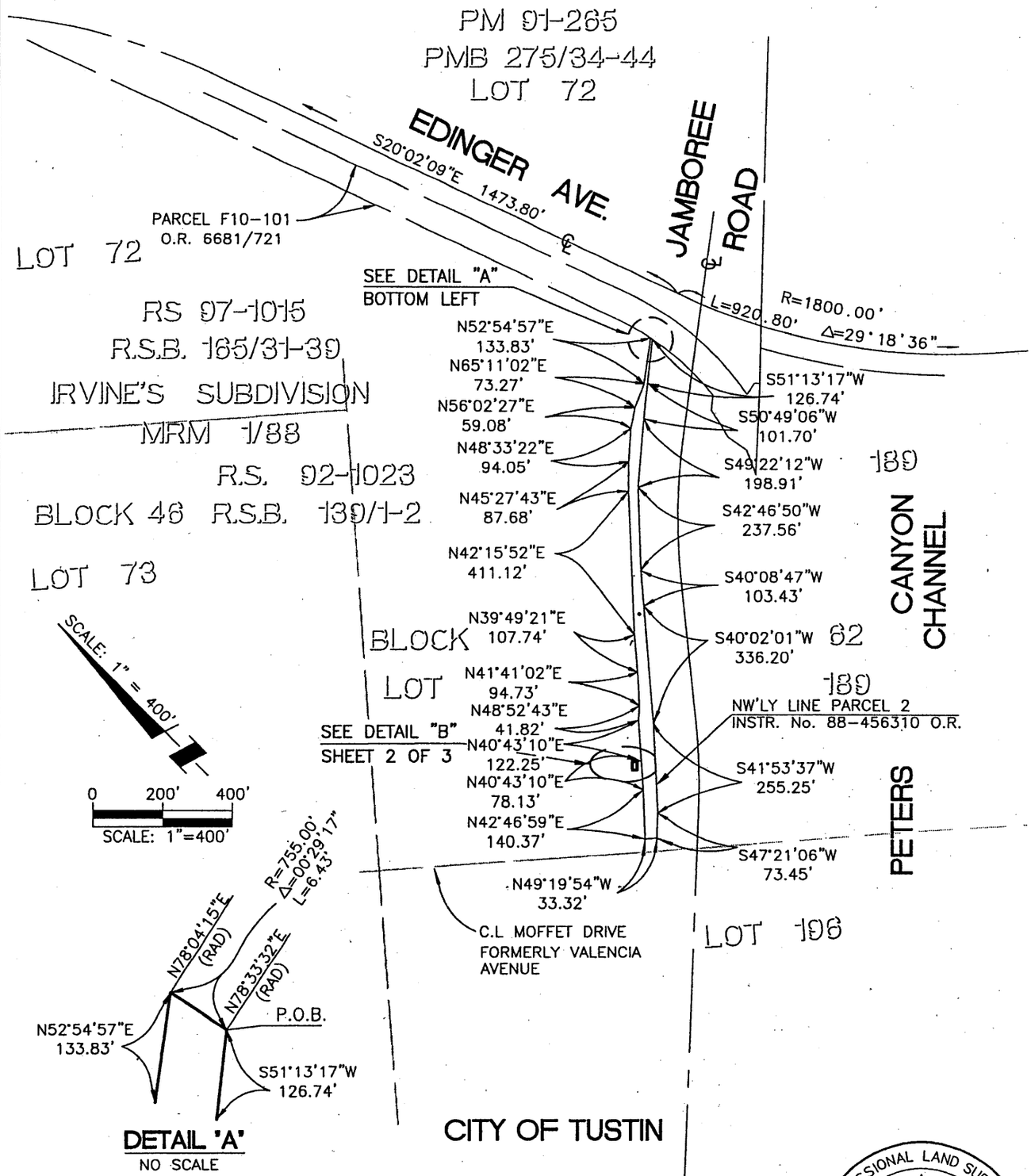
Expires: 9/30/04

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

M:\2TUS010500\survey\legals\legal-parcel-I-H-15.doc
Last printed 5/6/02 2:36 PM

ATTACHMENT "A.1"



DETAIL "A"
NO SCALE

APPROVED BY
CONSTRUCTION
DATE 5-6-02

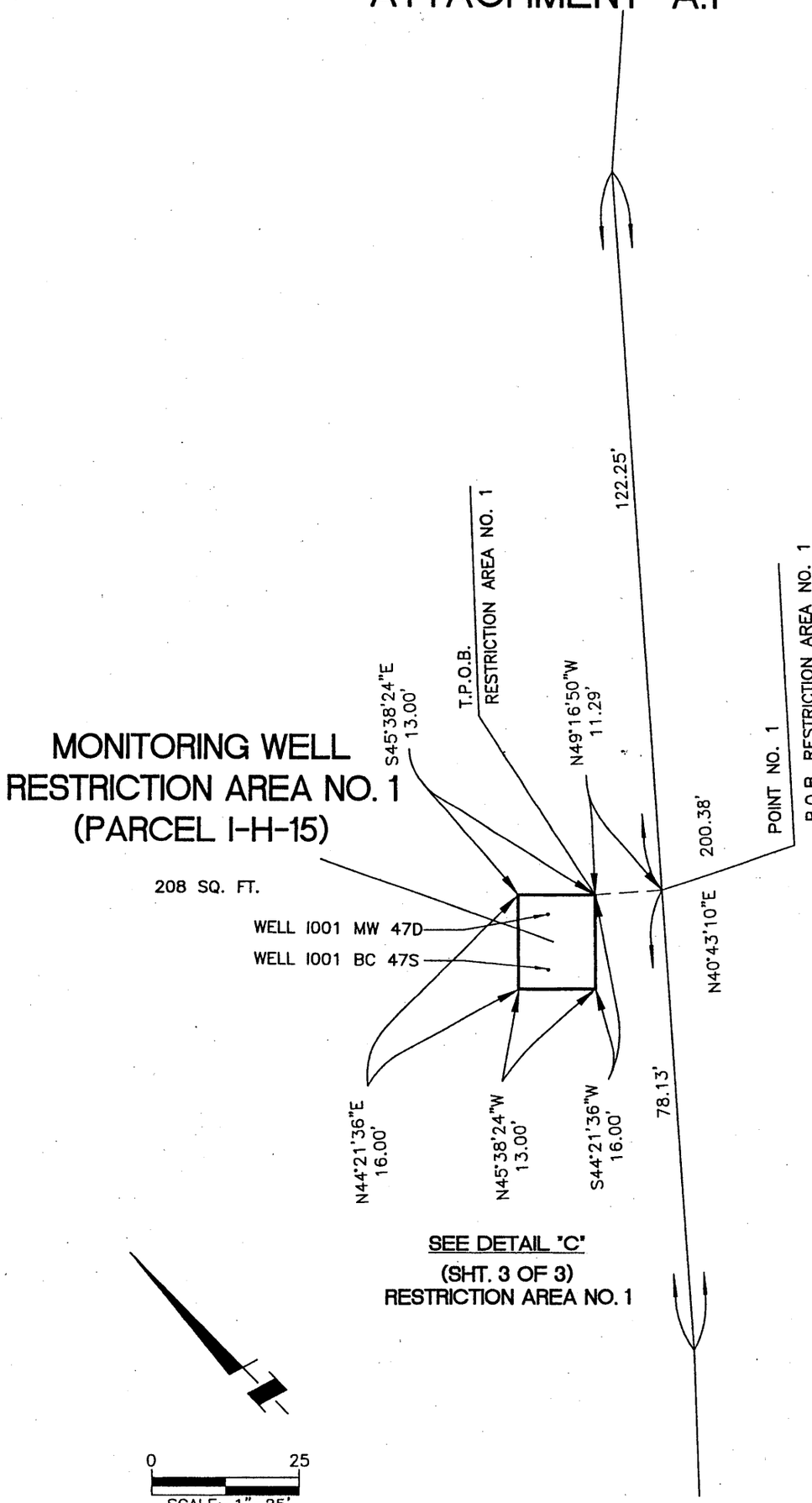
PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: RESTRICTION AREA NO. 1 (PARCEL I-H-15, PORTION OF REUSE PLAN DISPOSITION SITE 28)

MCAS-TUSTIN	SHEET 1 OF 3	SCALE 1"=400'
	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714)751-7373 Fax(714)545-8883	DRAFTED CHL CHECKED WAS DATE APRIL, 2002 JOB NUMBER 2TUS010500

Plotted: 05/01/02 10:30:56 M:\2TUS010400\survey\exhibits\PL-PCL-I-H-15-sh101.dwg CLaumann

ATTACHMENT "A.1"



DETAIL "B"

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

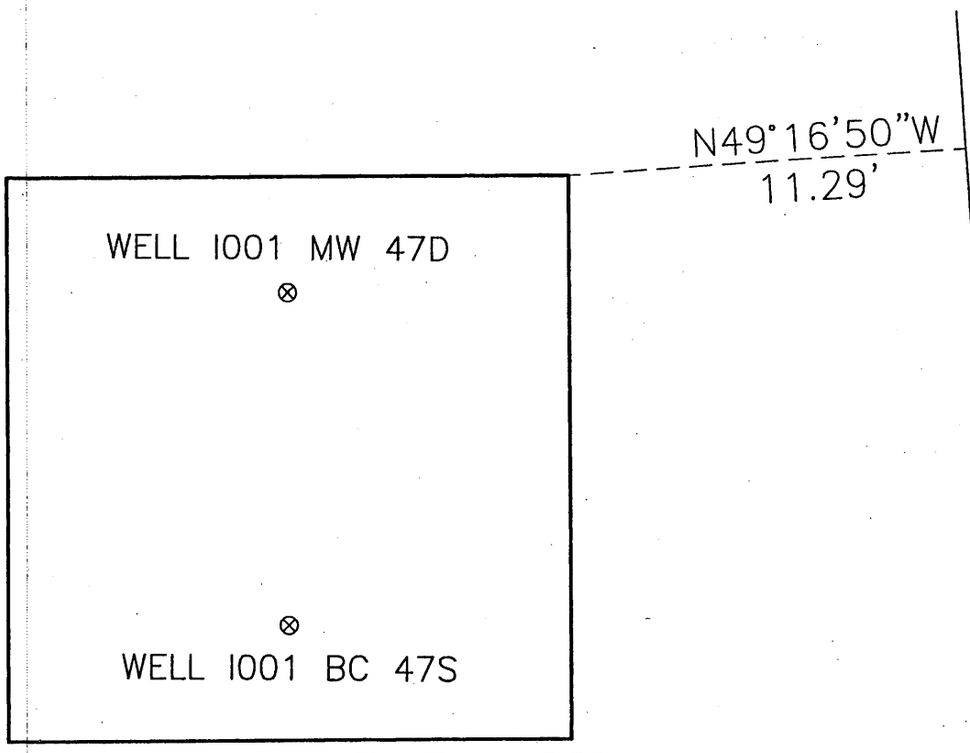
APPROVED BY
DATE 5-6-02

DESCRIPTION: RESTRICTION AREA NO. 1 (PARCEL I-H-15, PORTION OF REUSE PLAN DISPOSITION SITE 28)

MCAS-TUSTIN	SHEET 2 OF 3	SCALE AS SHOWN
	PSOMAS	DRAFTED CHL
	3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714)751-7373 Fax(714)545-8883	CHECKED WAS
		DATE APRIL, 2002
		JOB NUMBER 2TUS010500

Plotted: 04/30/02 16:05:14 M:\2TUS010400\survey\exhibits\PL-PCL-I-H-15-sht02.dwg CLaumann

ATTACHMENT "A.1"



DETAIL "C"

RESTRICTION AREA NO. 1

APPROVED BY
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

5 2.5 0 5 10
GRAPHIC SCALE: 1"=5'

DESCRIPTION: RESTRICTION AREA NO. 1 (PARCEL I-H-15, PORTION OF REUSE PLAN DISPOSITION SITE 28)

MCAS-TUSTIN	SHEET 3 OF 3 PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	SCALE AS SHOWN DRAFTED CHL CHECKED WAS DATE APRIL, 2002 JOB NUMBER 2TUS010500

Plotted: 04/30/02 09:12:30 M:\2TUS010400\survey\exhibits\PL_DCL_I-H-15-SHT03.dwg CLaumann

PSOMAS

Exhibit "A"

Legal Description A.2

Monitoring Locations and Areas

Of Applicability of Well Restrictions

(Parcel I-H-16, Portion of Reuse Plan Disposition Site 28)

In the City of Tustin, County of Orange, State of California, being all those portions of Lot 189, Block 62 of Irvine's Subdivision as shown on map filed in Book 1 Page 88 of Miscellaneous Record Maps, records of said County described as follows.

The following description is for Reference Purposes:

Beginning at the intersection of the northwesterly line of that certain easement for road purposes shown as Parcel 2 as granted to the Irvine Company by Instrument No. 88-456310 recorded September 12, 1988, Official Records, records of said County, with the curved westerly line of that certain easement conveyed to the Orange County Flood Control District shown as Parcel F-10-101 recorded August 19, 1963 in Book 6681 Page 721 of Official records, records of said County, being a curve concave to the west having a radius of 755.00 feet, a radial line to said intersection of said curve bears North 78° 33' 32" East; thence along the northwesterly line of said Instrument No. 88-456310 South 51°13'17" West 126.74 feet; thence South 50°49'06" West 101.70 feet; thence South 49°22'12" West 198.91 feet; thence South 42°46'50" West 237.56 feet; thence South 40°08'47" West 103.43 feet; thence South 40°02'01" West 336.20 feet; thence South 41°53'37" West 255.25 feet; thence South 47°21'06" West 73.45 feet; thence leaving said northwesterly line North 49°19'54" West 33.32 feet; thence North 42°46'59" East 140.37 feet; thence North 40°43'10" East 200.38 feet; thence North 48°52'43" East 41.82 feet; thence North 41°41'02" East 94.73 feet; thence North 39°49'21" East 107.74 feet; thence North 42°15'52" East 247.94 feet to a point hereinafter referred to as **"Point No 2"**; thence continuing North 42°15'52" East 163.18 feet; thence North 45°27'43" East 87.68 feet; thence North 48°33'22" East 94.05 feet; thence

PSOMAS

Exhibit "A"

Legal Description A.2

Monitoring Locations and Areas

Of Applicability of Well Restrictions

(Parcel I-H-16, Portion of Reuse Plan Disposition Site 28)

North 56°02'27" East 59.08 feet; thence North 65°11'02" East 73.27 feet; thence North 52°54'57" East 133.83 feet to a point on said curved westerly line, a radial line of said curve to said point bears North 78°04'15" East; thence southerly along said curved westerly line 6.43 feet through a central angle of 0° 29' 17" to the point of beginning.

Restriction Area No. 2 (Monitoring Wells I001 BC 43S & I001 MW 43D)
(Parcel I-H-16)

Beginning at said **"Point No. 2";** thence North 47°44'08" West 90.09 feet to the **True Point Of Beginning**; thence South 85°17'13" West 13.00 feet; thence North 4°42'47" West 13.00 feet; thence North 85°17'13" East 13.00 feet; thence South 4°42'47" East 13.00 feet to the **True Point Of Beginning**

Containing 169 sq. ft., more or less.

As shown on Attachment "A.2" attached hereto and by this reference made a part hereof.

Prepared under my supervision

Walter C. Sheek May 6, 2002

Walter A. Sheek P.L.S. 4838 Date

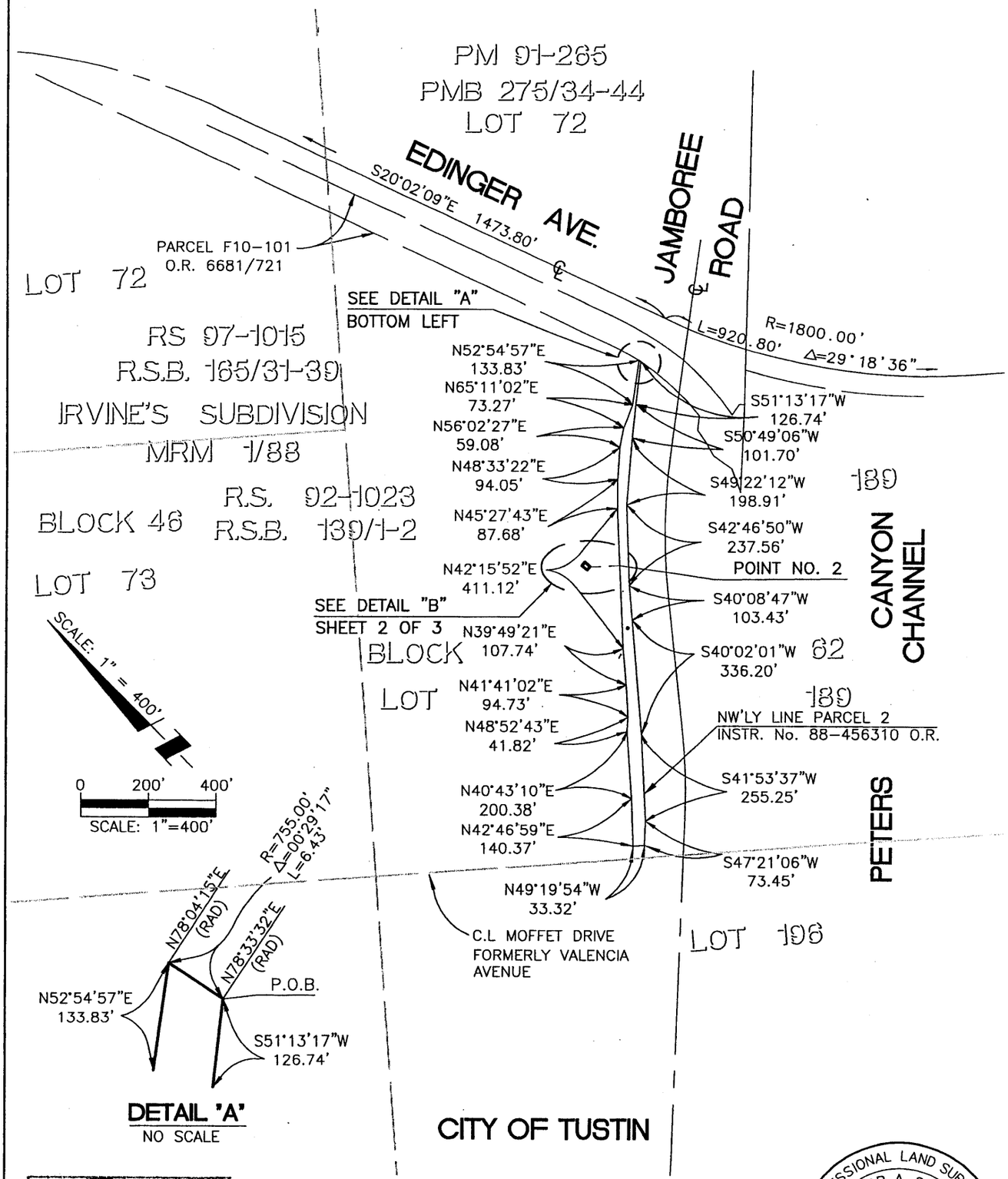
Expires: 9/30/04

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

M:\2TUS010500\survey\legals\legal-parcel _I-H-16.doc
Last printed 5/6/02 2:38 PM

APPROVED BY CADS
DATE 5-6-02

ATTACHMENT "A.2"



APPROVED BY
DATE 5-6-02

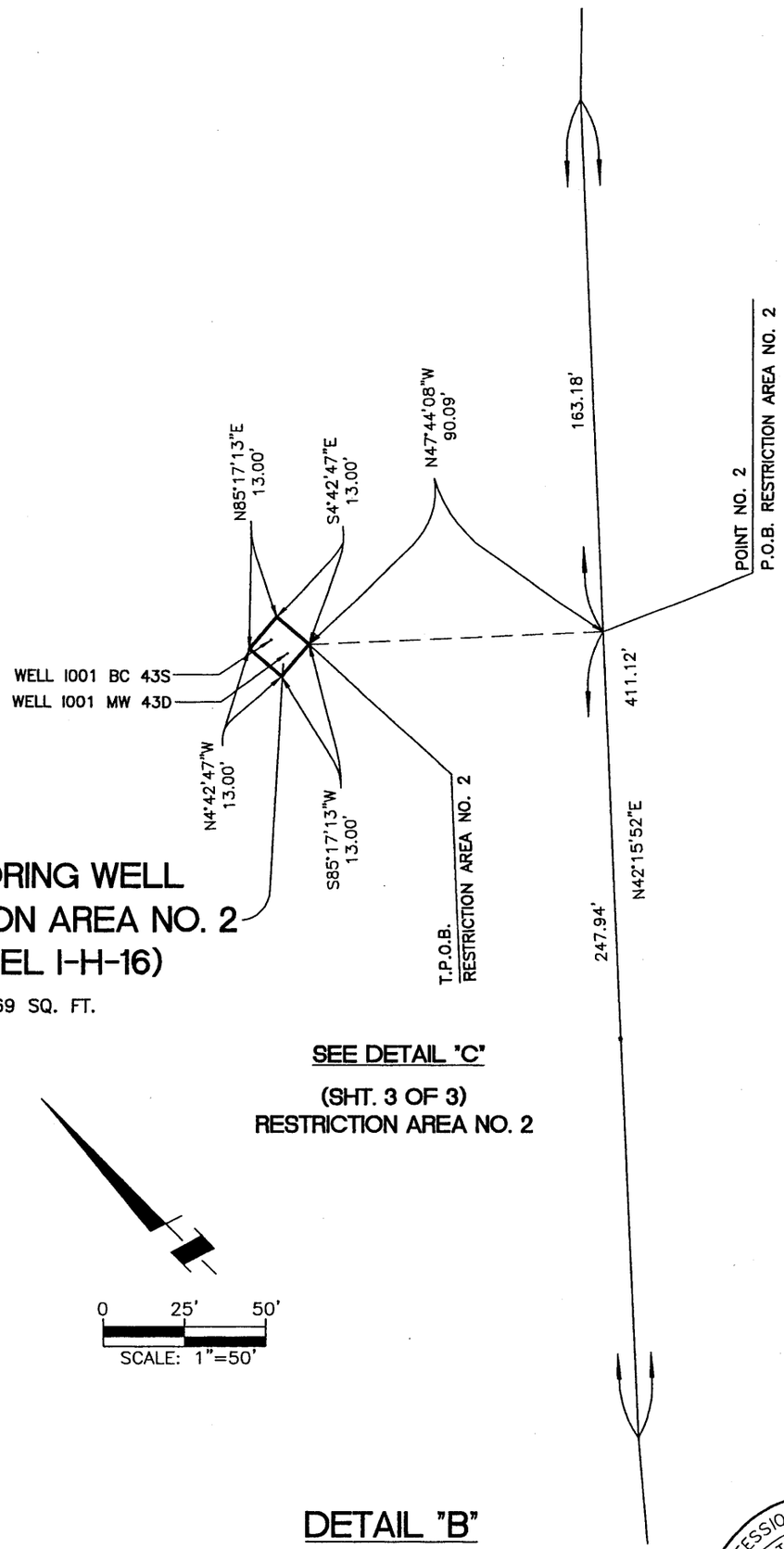
PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: RESTRICTION AREA NO. 2 (PARCEL I-H-16, PORTION OF REUSE PLAN DISPOSITION SITE 28)

MCAS-TUSTIN	SHEET 1 OF 3 PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	SCALE 1"=400' DRAFTED CHL CHECKED WAS DATE APRIL, 2002 JOB NUMBER 2TUS010500

Plotted: 05/06/02 14:31:33 M:\2TUS010400\survey\exhibits\PL-PCL-I-H-16-SHT01.dwg CLaumann

ATTACHMENT "A.2"



MONITORING WELL RESTRICTION AREA NO. 2 (PARCEL I-H-16)

169 SQ. FT.

SEE DETAIL "C"
(SHT. 3 OF 3)
RESTRICTION AREA NO. 2

0 25' 50'
SCALE: 1"=50'

DETAIL "B"

APPROVED BY
DATE 5-6-02

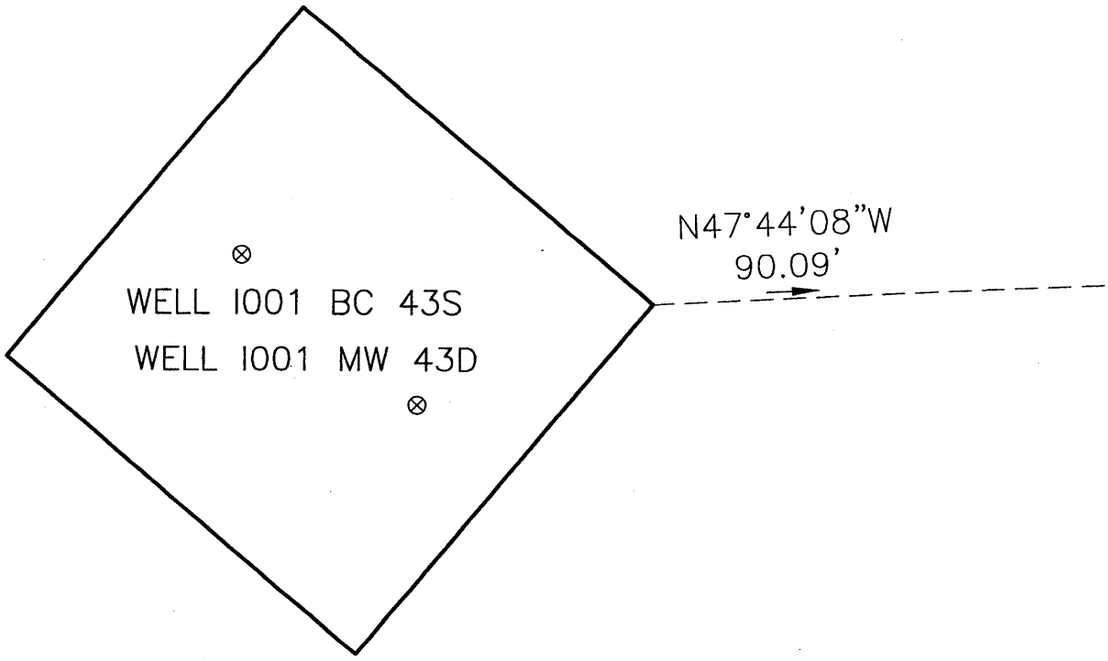
PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: RESTRICTION AREA NO. 2 (PARCEL I-H-16, PORTION OF REUSE PLAN DISPOSITION SITE 28)

MCAS-TUSTIN	SHEET 2 OF 3	SCALE AS SHOWN
	PSOMAS	DRAFTED CHL
	3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	CHECKED WAS
		DATE APRIL, 2002
		JOB NUMBER 2TUS010500

Plotted: 05/06/02 14:32:28 M:\2TUS010400\survey\exhibits\PL-PCL-I-H-16-SHT02.dwg CLaumann

ATTACHMENT "A.2"

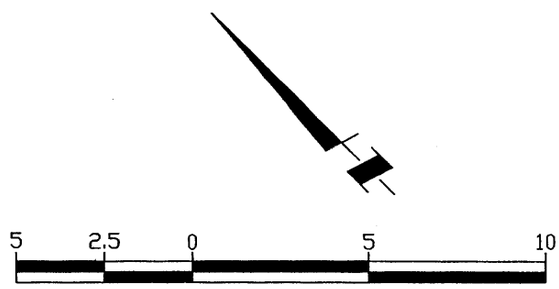


DETAIL "C"

RESTRICTION AREA NO. 2

APPROVED BY
DATE 5-6-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA



GRAPHIC SCALE: 1"=5'

DESCRIPTION: RESTRICTION AREA NO. 2 (PARCEL I-H-16, PORTION OF REUSE PLAN DISPOSITION SITE 28)

	SHEET 3 OF 3	SCALE AS SHOWN
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED CHL CHECKED WAS DATE APRIL, 2002 JOB NUMBER 2TUS010500

Plotted: 05/06/02 14:33:15 M:\2TUS010400\survey\exhibits\PL-PCL-I-H-16-Sht03.DWG CLaumann

PSOMAS

Legal Description

Exhibit "A"

I – H – 17

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being a portion of Block 10 and 46 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, also as shown on a map filed in Book 165, Pages 31 through 39, inclusive, of Records of Survey, all of the records of said County, described as follows:

Parcel I-H-17:

Beginning at the intersection of the southwesterly line of Edinger Avenue (having a southwesterly half-width of 60 feet) with the southeasterly line of the land shown on the map filed in Book 64, Page 39 of Parcel Maps, Records of said County and as shown on said Record of Survey; thence along said southwesterly line South 49°20'45" East 2380.57 feet; thence leaving said southwesterly line South 40°39'15" West 16.01 feet; thence North 48°23'27" West 600.36 feet to a line that is parallel with and 6.00 feet southwesterly from said southwesterly line; thence along said parallel line North 49°20'45" West 1780.30 feet to said southeasterly line; thence along said southeasterly line North 40°38'39" East 6.00 feet to the Point of Beginning.

Containing 17,289 square feet or 0.40 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision

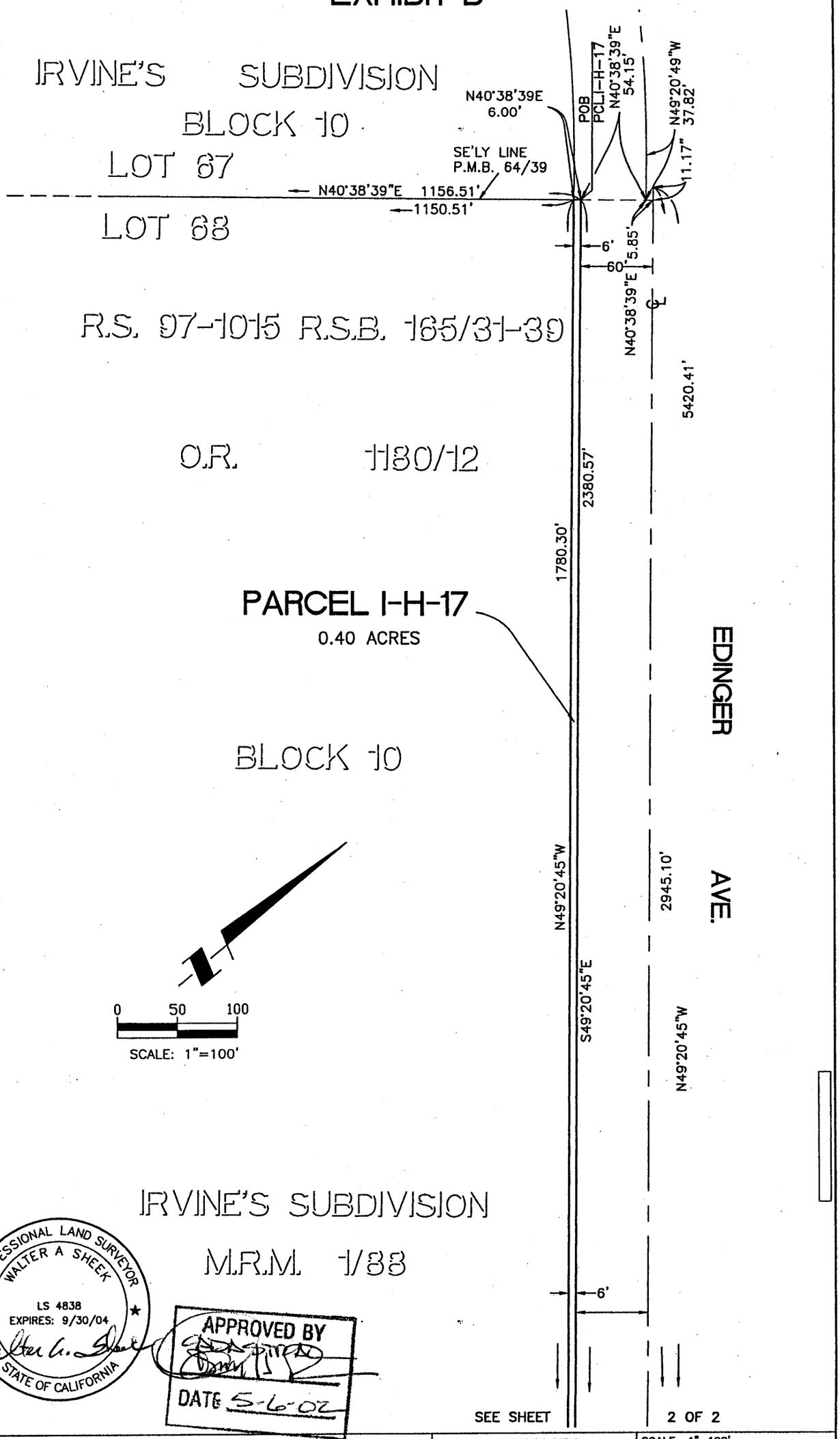
Walter A. Sheek, P.L.S. 4838 — May 1, 2002 Date

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

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EXHIBIT B



PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: ECONOMIC DEVELOPMENT CONVEYANCE PARCEL I-H-17	SHEET 1 OF 2	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED RAT CHECKED LS DATE APRIL 2002 JOB NUMBER 2TUS010200

Plotted: 04/27/02 10:39:09 F:\Surveys\2tus010200\design\dwgdat\pcl_I-H-17_sht1.dwg jHauser

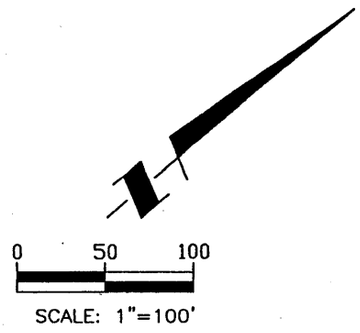
EXHIBIT B

LOT 68 BLOCK 10

LOT 69 BLOCK 46

SEE SHEET 1 OF 2

R.S. 97-1015 R.S.B. 165/31-39



IRVINE'S SUBDIVISION
M.R.M. 1/88

6'
60'

S49°20'45"E 1780.30'

2380.57'

600.36'

PARCEL I-H-17

S49°20'45"E

VARIES

N48°23'27"W

60'

N40°39'15"E
16.01'

2945.10'
℄ S49°20'45"E 5420.41'

EDINGER AVE.

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: ECONOMIC DEVELOPMENT CONVEYANCE PARCEL I-H-17

SHEET 2 OF 2

MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1"=100'
DRAFTED	RAT
CHECKED	LS
DATE	APRIL 2002
JOB NUMBER	2TUS010200

Plotted: 04/27/02 11:32:45 F:\Surveys\2tus010200\design\dwgdir\pcd_I-H-17_sht2.dwg JHouser

PSOMAS

Legal Description

Exhibit "A"

I – H – 18

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being a portion of Block 46 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, also as shown on a map filed in Book 165, Pages 31 through 39, inclusive, of Records of Survey, all of the records of said County, described as follows:

Parcel I-H-18:

Beginning at the intersection of the southwesterly line of Edinger Avenue (having a southwesterly half-width of 60 feet) with the southeasterly line of the land shown on the map filed in Book 64, Page 39 of Parcel Maps, Records of said County and as shown on said Record of Survey; thence along said southwesterly line South 49°20'45" East 3349.17 feet to the **true point of beginning**; thence continuing along said southwesterly line South 49°20'45" East 225.98 feet; thence leaving said southwesterly line South 28°26'42" West 15.25 feet; thence North 50°39'45" West 229.27 feet; thence North 40°39'15" East 20.17 feet to the **true point of beginning**.

Containing 3,996 square feet or 0.09 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision

Walter A. Sheek May 1, 2002

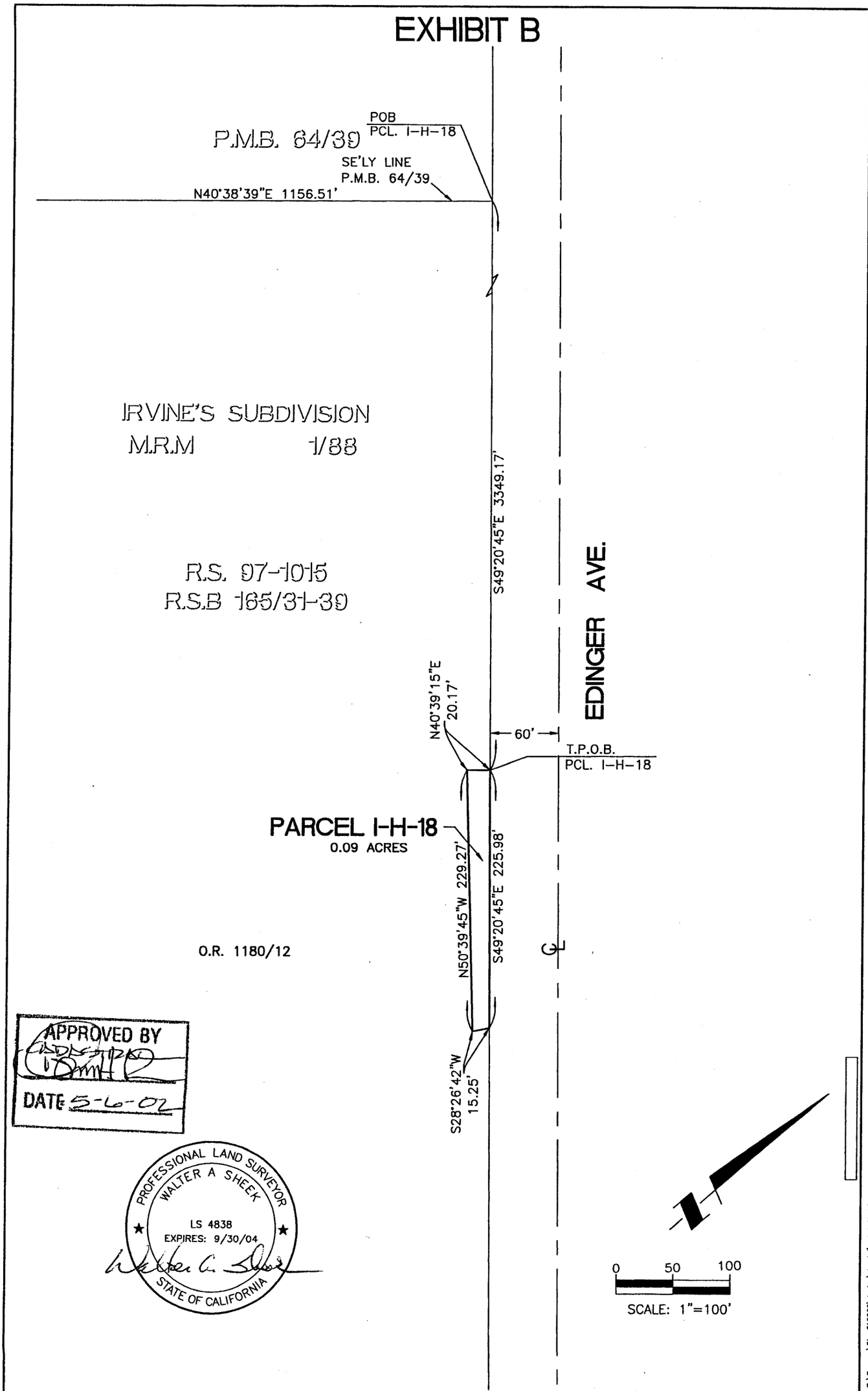
Walter A. Sheek, P.L.S. 4838 Date

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

F:\Surveys\2tus010200\reports\legal-Parcel I-H-18.doc 5/1/02

EXHIBIT B



DESCRIPTION: ECONOMIC DEVELOPMENT CONVEYANCE PARCEL I-H-18	SHEET 1 OF 1	SCALE 1"=100'
		DRAFTED RAT
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	CHECKED LS
		DATE APRIL, 2002
		JOB NUMBER 2TUS010200

Plotted: 04/27/02 12:45:57 F:\Surveys\2tus010200\design\dwgdir\pcl_I-H-18.dwg JHouser

Exhibit B

Hazardous Substances Notification

Deed H

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substances[b]	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantity[c] (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 25	I-H-2	--	Pesticides, unknown type	NA	NA	NA	NA	Unknown	Before 1942 to approx. 1996	R
Parcel 26	I-H-2	--	Pesticides, unknown type	NA	NA	NA	NA	Unknown	Before 1942 to approx. 1996	R
Parcel 28	I-H-1	STD-03A	Freon	NA	NA	NA	NA	Unknown	1991-1998	S
Parcel 28	I-H-1	STD-03B	Freon	NA	NA	NA	NA	Unknown	prior to 1991	S
Parcel 29	I-H-1	AS-3A	Munitions	NA	NA	NA	NA	Unknown	1942-present	S
Parcel 29	I-H-1	AS-3B	Munitions	NA	NA	NA	NA	Unknown	1942-present	S
Parcel 29	I-H-1	AS-3C	Munitions	NA	NA	NA	NA	Unknown	1942-present	S
Parcel 29	I-H-1	MAW-08	*Destroyed well.*	NA	NA	NA	NA	Unknown	TBD	NA
Parcel 29	I-H-1	OCY-01	Agricultural chemicals	NA	NA	NA	NA	Unknown	1983-present	S
Parcel 29	I-H-1	ST-81	Inactive.Temporary storage of hazmats.No current hazmat storage	NA	NA	NA	NA	Unknown	1942-1999	S
Parcel 30	I-H-7	--	Pesticides, unknown type	NA	NA	NA	NA	Unknown	Before 1942 to approx. 1996	R
Parcel 31	I-H-8	--	Pesticides, unknown type	NA	NA	NA	NA	Unknown	Before 1942 to approx. 1996	R
Parcel 32	I-H-2	AMS-5	*Aerial photo feature. Addendum to PR/VSI indicated no visible/reported releases, no hazardous waste storage*	NA	NA	NA	NA	NA	1953	NA
Parcel 32	I-H-2	--	*Pesticides, unknown type*	NA	NA	NA	NA	Unknown	1942 to appro	R

Notes:

[a]Parcel number corresponds to the MCAS Tustin Reuse Plan Disposal Site number

[b]This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4

[c]NA - The reported substance is not listed on the 40 CFR 302.4 table and therefore has no corresponding reportable quantity

References: FOST dated 28 September 2001, and FOST dated 22 April 2002

Acronyms/Abbreviations:

AOC - area of concern
AMS - aerial photograph, miscellaneous, stain, possible spill
CAS - Chemical Abstracts Services
CFR - code of federal register
FOST - Finding of Suitability to Transfer
MAW - miscellaneous, abandoned well
MCAS - Marine Corps Air Station
NA - Not available
PR/VSI - preliminary review/visual site inspection
RCRA - Resource Conservation and Recovery Act
ST - storage, temporary
TBD - to be determined

Exhibit B

Hazardous Substances Notification

Deed H

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	MWA-6	Waste oil				NA			
				NA	NA	NA		Unknown	1950s to 1996	D
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Mercury	7439976	NA	U151	1			
								Unknown	1989 to 1994	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Methylene chloride				1			
				75092	Dichloromethane	U080		Unknown	1989 to 1994	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Acenaphthylene				1			
				208968	NA	NA		Unknown	1989 to 1994	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Anthracene				1			
				120127	NA	NA		Unknown	1989 to 1994	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	1989 to 1994	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Benzo(a)pyrene				1			
				50328	3,4-benzopyrene	U022		Unknown	1989 to 1994	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Benzo(b)fluoranthene				1			
				205992	NA	NA		Unknown	1989 to 1994	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Benzo(g,h,I)perylene				1			
				191242	NA	NA		Unknown	1989 to 1994	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Dibenzo(a,h)anthracene	53703	Dibenz(a,h)anthracene, 2:5,6-dibenzanthracene	U063	1	Unknown	1989 to 1994	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Indeno(1,2,3-c,d)pyrene				1			
				193395	1,10-(1,2-phenylene)pyrene	U137		Unknown	1989 to 1994	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	JP-5				NA			
				NA	NA	NA		Unknown	1989 to 1994	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Hydraulic fluids				NA			
				NA	NA	NA		Unknown	1989 to 1994	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Freon				NA			
				NA	NA	NA		Unknown	1989 to 1994	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Polyurethane				NA			
				NA	NA	NA		Unknown	1989 to 1994	S

Exhibit B

Hazardous Substances Notification

Deed H

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-29	Speedy-Dry adsorbent	NA	NA	NA	NA	Unknown	1989 to 1994	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1990 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	Mercury	7439976	NA	U151	1	Unknown	1990 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	4,4'-DDD	72548	DDD, DDE, 1,1'(2,2-dichloroethylidene)bis[2-chlorobenzene]	U060	1	Unknown	1990 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	4,4'-DDE	72559	DDE	NA	1	Unknown	1990 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	1990 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	Xylenes	1330207	Dimethylbenzene	U239	1,000	Unknown	1990 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1990 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1990 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	Bis(2-ethylhexyl)phthalate	117817	Diethylhexyl phthalate, [bis(2-ethylhexyl)] ester, 1,2-benzenedicarboxylic acid,	U028	1	Unknown	1990 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	Transmission oil	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	Grease	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	Isopropyl alcohol	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	Lubricant oil	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	Propellant propane	NA	NA	NA	NA	Unknown	1990 to 1995	S

Exhibit B

Hazardous Substances Notification

Deed H

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-30	Corrosion-preventative oil	NA	NA	NA	NA	Unknown	1990 to 1995	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-32A, B, C	aircraft cleaning compound	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-32A, B, C	engine gas	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-32A, B, C	path cleaner	NA	NA	NA	NA	Unknown	???? To 1995	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-32A, B, C	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	Unknown	???? To 1995	NA
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Total Petroleum Hydrocarbons	NA	NA	NA	NA	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Mercury	7439976	NA	U151	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	4,4'-DDE	72559	DDE	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	4,4'-DDT	50293	DDT, 1,1'-(2,2,2-trichloroethylidene)bis[4-chlorobenzene]	U061	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Acenaphthylene	208968	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Anthracene	120127	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Benzo(a)anthracene	56553	Benz(a)anthracene, 1,2-benzanthracene	U018	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Benzo(a)pyrene	50328	3,4-benzopyrene	U022	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Benzo(b)fluoranthene	205992	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Benzo(g,h,I)perylene	191242	NA	NA	1	Unknown	1989 to 1995	R

Exhibit B

Hazardous Substances Notification

Deed H

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Chrysene	218019	1,2-benzphenathrene	U050	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Dibenzo(a,h)anthracene	53703	Dibenz(a,h)anthracene, 2:5,6-dibenzanthracene	U063	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Fluoranthene	206440	Benzo(j,j)fluorene	U120	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Indeno(1,2,3-cd)pyrene	193395	1,10-(1,2-phenylene)pyrene	U137	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Phenanthrene	85018	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Pyrene	129000	NA	NA	1	Unknown	1989 to 1995	R
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	JP-5	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Hydraulic fluids	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	ST-33	Speedy-Dry adsorbent	NA	NA	NA	NA	Unknown	1989 to 1995	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	TOW-7	Waste oil	NA	NA	NA	NA	Unknown	1989 to 1997	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	TOW-7	Detergent	NA	NA	NA	NA	Unknown	1989 to 1997	S
Parcel 40	1-H-1, 1-H-2, 1-H-3, 1-H-12, 1-H-14, 1-H-17, 1-H-18	TOW-7	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	Unknown	1989 to 1997	S

Notes:

[a]Parcel number corresponds to the MCAS Tustin Reuse Plan Disposal Site number

[b]This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4

[c]NA - The reported substance is not listed on the 40 CFR 302.4 table and therefore has no corresponding reportable quantity

Reference: FOST dated 28 September 2001

Exhibit B

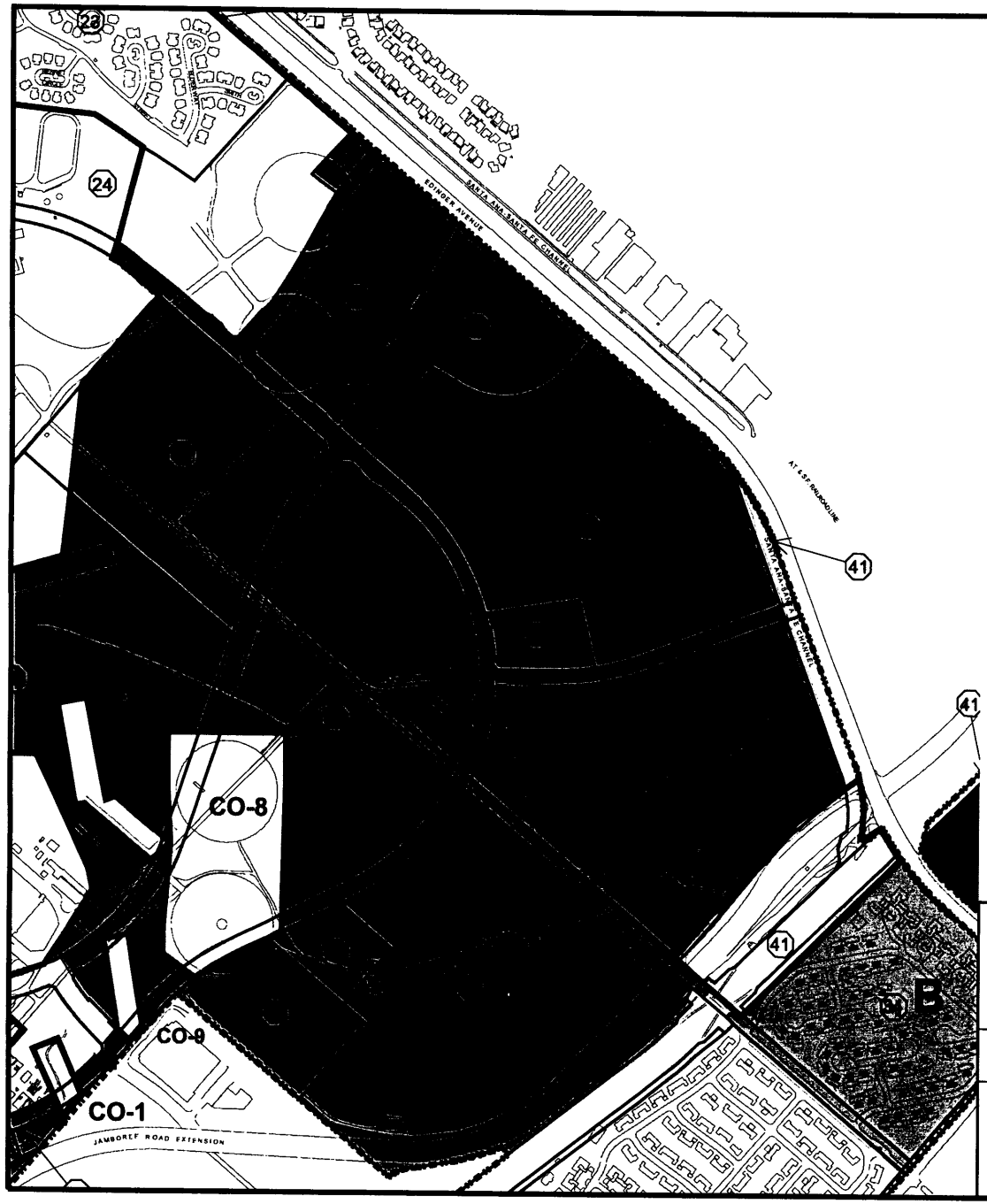
Hazardous Substances Notification

Deed H

Disposal Parcel[a]	Legal Descrip. Parcel	AOC Site	Hazardous Substancesb	CAS No.	Regulatory Synonym	RCRA Waste No.	Reportable Quantityc (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of

Acronyms/Abbreviations:

AD - air photo, possible disposal
AOC - area of concern
AMS - aerial photograph, miscellaneous, stain, possible spill
AST - aboveground storage tank
CAS - Chemical Abstracts Services
CFR - code of federal register
DSD - disposal, storm drain
DDD - Dichlorodiphenyldichlorethane
DDE - Dichlorodiphenyldichloroethene
DDT - Dichlorodiphenyltrichloroethane
EBS - Environmental Baseline Survey
JP-5 - Jet fuel
MAE - miscellaneous, air emission
MAW - miscellaneous, abandoned well
MCAS - Marine Corps Air Station
MEK - Methyl ethyl ketone
MFL - miscellaneous, fuel line
MGR - miscellaneous, grease rack
MMS - miscellaneous, major spill
MTBE - methyl tertiary butyl ether
MWA - miscellaneous, wash area
NA - Not available
PCB - Polychlorinated biphenyls
PR/VSI - preliminary review/visual site inspection
RCRA - Resource Conservation and Recovery Act
SAT - storage, aboveground tank
ST - storage, temporary
TOW - treatment, oil/water separator
UST - underground storage tank



LEGEND

- MONITORING WELLS DECOMMISSIONING TBD
- MONITORING WELLS TO BE DECOMMISSIONED BY 15 JUNE 2002
- SURFACE WATER GUAGING LOCATIONS
- GOVERNMENT PROPERTY LINE
- ROAD
- BUILDING OR STRUCTURE
- PARCEL BOUNDARY
- 27 PARCEL NUMBER
- CARVE-OUT AREA

PARCEL DEEDS

- DEED A
- DEED B
- DEED C
- DEED D
- DEED G
- DEED H

N

1000 0 1000 Feet

Deed H - Exhibit C

Marine Corps Air Station Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 5/7/02
File No.: 187L8808
Job No.: 22214-187
Rev No.: A

BILLING CODE 3810-FF

DEPARTMENT OF DEFENSE

DEPARTMENT OF THE NAVY

RECORD OF DECISION FOR THE DISPOSAL AND REUSE OF MARINE CORPS AIR STATION TUSTIN, CALIFORNIA

SUMMARY: The Department of the Navy (Navy), pursuant to Section 102(2)(C) of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 4332(2)(C) (1994), and the regulations of the Council on Environmental Quality that implement NEPA procedures, 40 C.F.R. Parts 1500-1508, hereby announces its decision to dispose of Marine Corps Air Station (MCAS) Tustin, which is located in Tustin, California.

Navy and the City of Tustin jointly analyzed the impacts of the disposal and reuse of MCAS Tustin in an Environmental Impact Statement/Environmental Impact Report (EIS/EIR), as prescribed by NEPA and the California Environmental Quality Act (CEQA), Cal. Pub. Res. Code, §§ 21000-21177. The City of Tustin is the Local Redevelopment Authority (LRA) for MCAS Tustin, as defined in the Department of Defense Rule on Revitalizing Base Closure Communities and Community Assistance (DoD Rule), 32 C.F.R. § 176.20(a).

The City of Tustin's proposed reuse of MCAS Tustin is set forth in the Marine Corps Air Station (MCAS) Tustin Specific Plan/Reuse Plan, dated October 1996, as modified by the MCAS

Tustin Specific Plan/Reuse Plan Errata, dated September 1998 (Reuse Plan). The Reuse Plan is set out in Chapters 1, 2 (except Section 2.17), and 5 of these documents. The Specific Plan, which includes the Reuse Plan, describes the proposed design for redevelopment of the base as well as certain private property adjacent to the base. The EIS/EIR analyzed three reuse alternatives and identified the Reuse Plan as Alternative 1. Navy will dispose of the base in accordance with Alternative 1.

The alternative chosen will use the base for residential, commercial, educational, research and development, and light industrial purposes, to develop parks and recreational areas, and to build access roads. These land uses will complement the urban character of the City of Tustin and the surrounding area, and meet the Navy goals of achieving local economic redevelopment, creating new jobs, and providing additional housing, while limiting adverse environmental impacts and ensuring land uses that are generally compatible with adjacent property. Selection of the specific means to achieve the proposed redevelopment is in the hands of the acquiring entities and the local zoning authorities.

BACKGROUND: Under the authority of the Defense Base Closure and Realignment Act of 1990 (DBCRA), Public Law 101-510, 10 U.S.C. § 2687 note (1994), the 1991 Defense Base Closure and Realignment Commission recommended the closure of Marine Corps Air Station Tustin. The Commission also recommended that Navy retain the Air

Station's family housing and related personnel facilities to support those stationed at the nearby Marine Corps Air Station El Toro. These recommendations were approved by President Bush and accepted by the One Hundred Second Congress in 1991.

The 1993 Defense Base Closure and Realignment Commission recommended the closure of MCAS El Toro. Thus, it was no longer necessary to retain the family housing and related personnel support facilities at MCAS Tustin, and these facilities were also closed. The recommendation to close MCAS El Toro was approved by President Clinton and accepted by the One Hundred Third Congress in September 1993. The Air Stations at Tustin and El Toro closed on July 2, 1999.

Description of the Installation:

Marine Corps Air Station Tustin covers an area of about 1,602 acres, and nearly all of the property is located in the City of Tustin, near the center of Orange County. About 95 acres are located in the City of Irvine. The City of Santa Ana lies west and northwest of the Air Station. The main property, located largely within the City of Tustin, covers about 1,503 acres and contains the air operations facilities, personnel support facilities, and most of the military family housing units. A second property, located south of the main property in the City of Irvine along Harvard Avenue between Barranca Parkway and Warner Avenue, covers 74 acres and also contains military family housing units. A third property, located east of the main

property in Tustin at the intersection of Edinger Avenue and Harvard Avenue, covers 25 acres.

The aviation facilities at MCAS Tustin consist of one runway, about 2,000 feet long, oriented in an east-west alignment, four helicopter parking aprons, four helicopter hangars, and other airfield support facilities that are located in the center of the base. Two large blimp hangars (Hangars 28 and 29), each about 175 feet tall and about 1,000 feet long, are also located in this area. These wood-frame structures were built in 1942 and are listed on the National Register of Historic Places. The two blimp hangars, five blimp mooring mats, and roads connecting the blimp hangars and mooring mats constitute an historic district eligible for listing on the National Register of Historic Places.

The gate at the intersection of Redhill Avenue and Valencia Avenue provides the primary access to MCAS Tustin. There is a secondary access, currently closed except for emergencies, at the intersection of Harvard Avenue and Moffett Avenue. Personnel support, administrative, storage, and medical facilities and barracks form a campus-like setting around the main gate in the northeastern part of the base. Recreational facilities, composed of athletic fields, playgrounds, and picnic areas, separate a residential neighborhood of 274 housing units along Edinger Avenue from the personnel support and administrative areas of the base. There are cultivated fields located along Barranca Parkway

in the southwestern part of the base, northwest of Jamboree Road in the southeastern part of the base, and on property south of Edinger Avenue along the northeastern boundary of the Air Station.

Military family housing is found in two places at the base. One cluster of 274 housing units is located along Edinger Avenue on the northwest edge of the base. The other cluster is located on the southeast edge of the Air Station. This cluster is composed of 1,263 housing units located along the eastern side of Peters Canyon Channel and is bounded by the Channel and Harvard Avenue and by Edinger Avenue and Barranca Parkway. The boundary between the City of Tustin and the City of Irvine crosses this housing area; 771 residential units are located in Tustin and 552 units are located in Irvine.

In 1992, Navy acquired 25 acres of undeveloped property east of the main property that it planned to develop as military family housing to support MCAS El Toro. When MCAS El Toro was designated for closure in 1993, there was no longer a requirement for the housing and Navy included this undeveloped property in the surplus Federal property associated with MCAS Tustin.

During the Federal screening process, one Federal agency, the Department of the Army (Army), requested an interagency transfer of base closure property at MCAS Tustin. Navy plans to transfer about 17 acres in the southwestern part of the Air Station along Barranca Parkway to Army. Army will continue to

use this property as an Army Reserve Center. The remaining 1,585 acres at MCAS Tustin were declared surplus to the needs of the Federal Government.

The Environmental Analysis Process:

Navy published a Notice Of Intent in the Federal Register on July 5, 1994, announcing that Navy and the City of Tustin would jointly prepare an EIS/EIR under NEPA and CEQA that would analyze the impacts of the disposal and reuse of MCAS Tustin. On July 20, 1994, Navy and the City held a public scoping meeting in the Tustin City Council Chambers at the Tustin Civic Center; the scoping process concluded on August 5, 1994.

Navy and the City distributed a Draft EIS/EIR (DEIS/EIR) on January 16, 1998, and commenced a 45-day public review and comment period. Both oral and written comments were received. On February 5, 1998, Navy and the City held a public hearing in the Tustin City Council Chambers.

After the public comment period for the DEIS/EIR concluded, Navy and the City modified the analysis for the disposal and reuse of MCAS Tustin and prepared a Revised DEIS/EIR. On July 9, 1999, Navy and the City distributed the Revised DEIS/EIR and commenced a 45-day public review and comment period. Again, both oral and written comments were received and considered. On August 11, 1999, Navy and the City held a public hearing on the Revised DEIS/EIR in the Tustin City Council Chambers.

Navy's and the City's responses to the public comments concerning the Revised DEIS/EIR were incorporated in the Final EIS/EIR (FEIS/EIR), which was distributed to the public on December 23, 1999, for a review period that concluded on January 24, 2000. Navy received eight letters commenting on the Final EIS/EIR.

ALTERNATIVES: In the FEIS/EIR, Navy analyzed the environmental impacts of three reuse alternatives for MCAS Tustin. Navy also evaluated a "No Action" alternative that considered leaving the property in caretaker status with Navy maintaining the physical condition of the property, providing a security force, and making repairs essential to safety.

In early December 1993, a Task Force established by the City Council of the City of Tustin composed of representatives of the cities of Tustin, Irvine and Santa Ana, Orange County, local area businesses, homeowner associations, residents of the City of Tustin and the United States Marine Corps proposed three reuse alternatives that it designated as the Arterial Loop Pattern/Large Community Core/Medium Residential Alternative (Alternative 1); the Arterial Grid Pattern/No Core/High Residential Alternative (Alternative 2); and the Arterial Loop Pattern/Low Residential Alternative (Alternative 3). On December 11, 1993, the Task Force conducted a public workshop to consider these three redevelopment proposals and selected

Alternative 1 as the preferred option. Navy adopted these alternatives for its environmental impact study.

On October 21, 1996, the City of Tustin approved the Marine Corps Air Station (MCAS) Tustin Specific Plan/Reuse Plan. On September 8, 1998, the City adopted the MCAS Tustin Specific Plan/Reuse Plan Errata. City Council Resolution No. 98-80. The 1998 Errata refined the 1996 reuse plan but did not change any of the land uses proposed in that plan. That plan is consistent with the Task Force identified preferred option, Alternative 1.

The Alternative Selected:

The selected alternative, identified in the FEIS/EIR as Alternative 1, sets out a mix of land uses for MCAS Tustin. It dedicates about 686 acres and more than nine million square feet of space to commercial, research and development, and light industrial activities, 475 acres to residential development, 236 acres and more than two million square feet of space to institutional and recreational activities, and 187 acres to roadways and drainage facilities. The two historic blimp hangars, which together contain 660,416 square feet of space, are to be re-used if an economically feasible reuse is found for them.

At full build-out, the selected alternative will be characterized by an arterial loop roadway system. This roadway will circumscribe a 225-acre Community Core (containing residential, commercial, and light industrial uses) as well as an

85-acre Urban Regional Park that surrounds Hangar 28. This alternative will allow for development of about 4,600 housing units. It will also reuse the military barracks as transitional housing for the homeless. The selected alternative includes development of one high school, three local elementary schools, one community park, and three neighborhood parks. Finally, this alternative foresees the development of educational and training facilities, offices, a 500-room hotel, an 18-hole golf course (available for public use), retail stores, and restaurants.

Other Alternatives:

Navy analyzed a second reuse alternative, identified in the FEIS/EIR as Alternative 2. This Alternative dedicates about 681 acres and more than eight million square feet of space to commercial, research and development, and light industrial activities, 595 acres to residential uses, 178 acres to roadways and drainage facilities, and 131 acres and more than one million square feet of space to institutional and recreational activities. Similar to the selected alternative, Hangar 28 would be adaptively used if an economically feasible reuse were found, but under this alternative, Hangar 29 would be demolished.

At full build-out, Alternative 2 allows for development of more housing (6,205 units) than that proposed by the selected alternative. Like the selected alternative, this alternative would allow for development of offices, schools, neighborhood parks, community parks, a hotel, an 18-hole golf course, retail

stores, and restaurants, but in different densities. However, unlike the selected alternative, it does not develop a Community Core and an Urban Regional Park and the layout of the development would be characterized by a grid pattern system of roadways.

Navy analyzed a third reuse alternative, described in the FEIS/EIR as Alternative 3. This Alternative dedicates about 815 acres and more than nine million square feet of space to commercial, research and development, and light industrial activities, 446 acres to residential uses, 184 acres to roadways and drainage facilities, and 139 acres and more than one million square feet of space to institutional and recreational activities. Similarly to the selected alternative, Hangar 28 would be adaptively used if an economically feasible reuse were found, but under this alternative, Hangar 29 would be demolished.

At full build-out, Alternative 3 allows for development of less housing (4,340 units) than that proposed by the selected alternative. As in the selected alternative, this alternative allows for development of offices, schools, neighborhood parks, community parks, a hotel, an 18-hole golf course, retail stores, and restaurants, but in different densities. Alternative 3 is characterized by an arterial loop roadway system similar to that proposed by the selected alternative, however, unlike the selected alternative, it does not immediately develop a Community

Core within the loop, but sets aside 179 acres of land for future development; this alternative does not develop an Urban Regional Park.

ENVIRONMENTAL IMPACTS: Navy analyzed the direct, indirect, and cumulative impacts of the disposal and reuse of MCAS Tustin for each alternative. Effects on land use, socioeconomics, utilities, public services and facilities, aesthetics, cultural and paleontological resources, biological resources, agricultural resources, soils and geology, water resources, hazardous wastes, substances and materials, traffic and circulation, air quality, and noise are discussed in detail in the EIS/EIR.

Significant Effects:

The selected alternative will have a significant and unmitigable impact on agricultural resources. There are 702 acres at the Air Station that are currently being used for agricultural activities. The United States Department of Agriculture's Natural Resource Conservation Service has determined that 682 acres at MCAS Tustin meet the definition of prime farmland, defined as land that contains the best combination of physical and chemical features for the production of agricultural crops. The Service classified an additional 20 acres, located in the City of Irvine between Marble Mountain Road and Barranca Parkway, as farmland of statewide importance, which

the Service defines as land that contains a good combination of physical and chemical features for the production of agricultural crops.

The Farmland Protection Policy Act, 7 U.S.C. §§ 4201-4209 (1994), was enacted to minimize the extent to which Federal programs contribute to the unnecessary and irreversible conversion of farmland to nonagricultural purposes. In May 1999, pursuant to the Farmland Protection Policy Act, Navy and the Natural Resource Conservation Service conducted a Farmland Conversion Impact Rating of MCAS Tustin to determine whether the 702 acres of farmland in Tustin and Irvine qualified for protection under the Act. Navy concluded that this farmland did not qualify for such protection.

The selected alternative would not use any of the farmland for agricultural purposes. There is no long-term, feasible mitigation that would offset the impact of converting the farmland on MCAS Tustin to nonagricultural uses.

The selected alternative could have significant unmitigable impacts on visual resources. The two blimp hangars have been the most visibly dominant and unique marks on the landscape since their construction in 1942. The selected alternative could demolish one or both of these hangars if no economically feasible reuse were found after completion of a marketing survey. The loss of both of these hangars will constitute a significant unmitigable visual impact.

There will be other significant visual impacts that will result from changing the land uses at the Air Station from a less developed landscape with agricultural fields to a more developed urban setting. Integration of the new uses with adjacent land uses could, however, result in a beneficial impact.

The selected alternative could have a significant and unmitigable impact on cultural resources. In 1975, the two blimp hangars, Hangar 28 and Hangar 29, were placed on the National Register of Historic Places. In 1993, pursuant to Section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470f (1994), and its implementing regulations, Protection of Historic Properties, 36 C.F.R. Part 800, Navy performed a cultural resources survey to assess the potential impacts that could result from the disposal of MCAS Tustin. Navy concluded that seven other structures (Buildings 28A and 29A, and five blimp mooring mats) and their connecting roads were related to the World War II mission of the hangars and thus were eligible for listing on the National Register of Historic Places as a discontiguous historic district. In a letter dated June 28, 1996, the California State Historic Preservation Officer (SHPO) concurred with Navy's determination.

Navy has completed consultations with the Advisory Council on Historic Preservation and the SHPO. These consultations identified actions that Navy must take before it conveys property at MCAS Tustin and actions that the acquiring entities must take

to avoid or mitigate adverse impacts on the structures that are listed or eligible for listing on the National Register. These obligations were set forth in a Memorandum Of Agreement (MOA), dated December 13, 1999, among Navy, the Advisory Council on Historic Preservation, and the California State Historic Preservation Officer. The City of Tustin, Orange County, and the United States Department of the Interior's National Park Service signed the MOA as concurring parties.

Navy has completed an Historic American Building Survey for the historic hangars and contributing structures in the discontiguous historic district; the National Park Service approved that survey on March 16, 2000. Navy will donate copies of plans and architectural drawings and other archival materials and records concerning the layout of the original blimp facility and its buildings and structures to the City of Tustin and to a local curation facility.

The MOA requires that Orange County and the City of Tustin undertake a marketing effort to determine whether there is an economically feasible reuse for Hangar 28 and its supporting Building 28A and for Hangar 29 and its supporting Building 29A. If those marketing efforts produce an economically feasible reuse for either or both hangars, then Navy will place an historic preservation covenant in the deed for the hangar and its associated building.

If there is no economically feasible reuse for Hangar 28 and Building 28A, as determined by the National Park Service (because Hangar 28 and Building 28A are situated on property to be acquired from Navy through the National Park Service by way of a public benefit conveyance) or for Hangar 29 and Building 29A, as determined by the SHPO, then Navy will not place an historic preservation covenant in the deed for these hangars and buildings. In that event, Orange County and the City of Tustin will undertake specific mitigation measures that are set forth in the MOA and consist of preparing a written history of the base, an interpretive exhibit, and a documentary film concerning the hangars and the base's World War II mission.

The selected alternative will have significant impacts on traffic circulation. By the year 2020, the Reuse Plan, if built out, will generate about 216,445 average daily motor vehicle trips compared with the 12,400 average daily trips that were associated with the Marine Corps' use of the property. The traffic generated can be predicted to cause substantial delays during peak commuting hours at seventeen intersections near the base.

The selected alternative will have significant impacts on air quality. The traffic predicted will increase ozone precursor emissions, carbon monoxide emissions, and sulfur oxide emissions above the South Coast Air Quality Management District's (SCAQMD) thresholds. Although the carbon monoxide emissions will exceed

SCAQMD thresholds, they will not result in violations of current Federal or State standards for ambient air quality. However, the particulate matter emissions and the reactive organic compound emissions resulting from demolition, construction, and renovation activities over the 20-year build-out period will exceed the SCAQMD thresholds of significance in spite of mitigation undertaken by the acquiring entities. The selected alternative will not be consistent with the Final 1994 Air Quality Management Plan for this region that was approved by the United States Environmental Protection Agency. Although this Plan acknowledges the closure of MCAS Tustin, it is not evident that the 1994 Plan considered the air emissions that would be generated by activities of the intensity proposed by the Reuse Plan.

Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506 (1994), requires Federal agencies to review their proposed activities to ensure that these activities do not hamper local efforts to control air pollution. Section 176(c) prohibits Federal agencies from conducting activities in air quality areas, such as the South Coast Air Basin, that do not meet one or more of the national standards for ambient air quality, unless the proposed activities conform to an approved implementation plan. The United States Environmental Protection Agency regulations implementing Section 176(c) recognize certain categorically exempt activities. Conveyance of title to real property and certain leases are categorically exempt activities. 40 C.F.R.

§ 93.153(c)(2)(xiv) and (xix). Therefore, the disposal of MCAS Tustin will not require Navy to conduct a conformity determination.

The selected alternative could have significant impacts on "waters of the United States" that are subject to the regulations that implement Section 404 of the Clean Water Act, 33 U.S.C. § 1344 (1994). These waters consist of about two acres of vegetated wetlands and about 29 acres of natural bottom stormwater channels. Of these 29 acres, thirteen acres are located in Peters Canyon Channel and would be affected by the Orange County Flood Control District's improvement of that Channel. These improvements would accommodate drainage resulting from the Reuse Plan, as noted above, and from redevelopment of the Eastern Transportation Corridor, a State toll road located east of the Air Station. While impacts on some or all of these waters may be avoided during the proposed redevelopment, it may be necessary for the acquiring entities to consult with the Army Corps of Engineers and with California environmental regulatory agencies and obtain permits for construction projects that do affect these waters.

The selected alternative could have significant noise impacts on the new housing and parks that would be built on the MCAS Tustin property. The construction of new roads and the resultant traffic would generate noise impacts on any residence and park located within 75 feet of the centerline of these roads.

Additionally, the operations and maintenance activities of the Southern California Regional Rail Authority and the Orange County Transportation Authority along Edinger Avenue could have significant noise impacts on the proposed residential areas at Edinger Avenue. The use of noise attenuation measures such as barriers and insulation would reduce these potentially significant impacts to a less than significant level.

Less than Significant Impacts of Disposal and Reuse:

The selected alternative will not have an adverse impact on socioeconomics. Orange County expects the increases in employment, population, and housing that are reflected in the County projections upon which the local jurisdictions rely for land use planning. About 90 percent of the projected new jobs are expected to be filled by current residents of Tustin, Irvine, Santa Ana, and other communities in Orange County. The selected alternative will result in an increase in population of about 12,500 people in the vicinity of the base. By the full build-out year of 2020, the selected alternative will develop about 4,600 residential units on the former Air Station. These units will readily serve the projected increase in population.

The selected alternative will not have a significant impact on utilities. Utility distribution systems will be replaced or upgraded during the redevelopment. Although the projected demand for potable water would increase by about 1.5 million gallons per day over the Marine Corps' historical use, there is an adequate

supply of water off the base and an adequate system to deliver that water to meet the projected daily demand. The local wastewater treatment plants in Tustin and Irvine have sufficient capacity to manage the projected average daily sewer flow of 2.5 million gallons.

The amount of solid waste generated will increase as a result of demolition, construction, and redevelopment activities but will decrease over time as the demolition and construction activities are completed. The local landfill has sufficient capacity to accommodate the solid waste that the selected alternative would generate.

The selected alternative will not have a significant impact on public services and facilities. The proposed redevelopment of MCAS Tustin will, however, increase the demand for police, fire, and emergency medical services. Additional personnel and equipment will be needed for each of these services to meet the demand created by the increase in new residents and jobs. This impact will not be significant and it will not be necessary to build new facilities.

The selected alternative will not have a significant impact on local school districts in the City of Tustin or the City of Irvine. As a direct result of the Reuse Plan, by the year 2020, an additional 1,473 students will live in the Tustin Unified School District, and an additional 959 students will live in the Irvine Unified School District. The selected alternative

proposes to build two elementary schools and one high school on MCAS Tustin property in the Tustin district and one elementary school on MCAS Tustin property in the Irvine district. The availability of these properties, combined with State statutory development fees, redevelopment taxes, special district financing and other funding sources, will provide sufficient resources to build the four schools.

The selected alternative did not propose to build new residential units or new schools in that part of the Air Station that is located in the Santa Ana district. However, the Reuse Plan will create new employment opportunities that could result in an increase in the number of students residing in neighborhoods served by the Santa Ana district. The precise nature of this indirect impact on the Santa Ana district will not be known until the Reuse Plan is built out.

The selected alternative will not have a significant impact on libraries, parks, recreational facilities, and bike paths and trails. There are three libraries located within three miles of the Air Station that would adequately serve the current and projected residents. The selected alternative proposes to develop three kinds of parks to accommodate the current and projected demands for recreational resources. The General Plans of Tustin and Irvine require three acres of parks for every 1,000 residents. The City of Tustin currently has a deficit of 100 acres of parks and recreational areas, and the selected

alternative's increase in population will generate a requirement to provide an additional 33 acres for the 10,900 new residents. The selected alternative will develop 127 acres of parks and recreational areas in Tustin to satisfy nearly its entire General Plan requirement. In the City of Irvine, the selected alternative will develop 18 acres of parks and recreational areas, which will exceed its requirement to provide five additional acres of parks and recreational areas for the 1,600 new residents. The selected alternative provides for development of recreational bike paths and trails in Tustin and Irvine and will incorporate bicycling lanes and parking areas in satisfaction of the South Coast Air Quality Management District's air quality regulations.

The selected alternative will not have a significant impact on geology and soils. The Air Station is located in an area known for seismic activity and non-seismic geologic conditions such as local soil settlement, soil expansion, and erosion. Existing structures that are renovated and new structures that are built will be required to meet current building codes governing seismic safety. State and local laws and regulations and the use of standard soil erosion and sedimentation control measures during construction will ensure that significant impacts are avoided.

The selected alternative will not have a significant impact on the environment arising out of the use or generation of

hazardous substances by the acquiring entities. Construction activities that include dewatering or disturbing subsurface soils would be subject to the institutional controls set forth in the process required by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9601-9675q (1994). These controls will ensure that construction activities do not affect the groundwater gradient and cause migration of contaminants.

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 3 C.F.R. 859 (1995), requires that Navy determine whether any low income and minority populations will experience disproportionately high and adverse human health or environmental effects from the proposed action. Navy analyzed the impacts on low income and minority populations pursuant to Executive Order 12898. The FEIS addressed the potential environmental, social, and economic impacts associated with the disposal of MCAS Tustin and subsequent reuse of the property under the three proposed alternatives. None of the reuse alternatives will have a disproportionate impact on minority populations or low income populations. Although the adjacent City of Santa Ana has a greater proportion of minority residents and low income residents than the City of Tustin, the City of Irvine, and Orange County, there are no significant unmitigable impacts that affect only the City of Santa Ana. Indeed, the increased employment

opportunities, housing, and recreational resources generated by the selected alternative would have beneficial effects.

Navy also analyzed the impacts on children as required by pursuant to Executive Order 13045, Protection of Children from Environmental Health Risks and Safety Risks, 3 C.F.R. 198 (1998). Under the selected alternative, the largest concentration of children would be present in the residential, educational, and recreational areas. The selected alternative would not pose any disproportionate environmental health or safety risks to children.

MITIGATION: Implementation of Navy's decision to dispose of MCAS Tustin does not require Navy to implement any mitigation measures. Navy will take certain actions to implement existing agreements and to comply with regulations. These actions were treated in the FEIS as agreements or regulatory requirements rather than as mitigation. If, after completion of the marketing surveys, an economically feasible reuse is found for Hangar 28 and Building 28A and for Hangar 29 and Building 29A, Navy will place historic preservation covenants in the deeds that convey these hangars and buildings. In the event that the property is ready for conveyance before the marketing surveys are completed, Navy will place historic preservation covenants in the deeds in accordance with the MOA.

The FEIS identified and discussed those actions that will be necessary to mitigate the environmental impacts associated with

the reuse and redevelopment of MCAS Tustin. The acquiring entities, under the direction of Federal, State, and local agencies with regulatory authority over protected resources, will be responsible for implementing necessary environmental mitigation measures.

COMMENTS RECEIVED ON THE FEIS: Navy received comments on the FEIS from one State agency, three local agencies, two private organizations, and two persons. The State agency was California's Department of Transportation. The local agencies were Orange County, the City of Irvine, and the City of Santa Ana. The private organizations were the Irvine Business Consortium and The Gas Company.

All of the substantive comments received concerned the same issues raised in comments submitted on the DEIS. These substantive issues were fully addressed in the FEIS and require no further discussion here. Several of the comments received addressed the efforts of Santa Ana Unified School District to obtain some of the former MCAS Tustin property to construct new educational facilities. The City of Tustin and the Santa Ana Unified School District laudably continue to look for a solution within the parameters of the approved reuse plan, the Federal Property Act, and the Defense Base Closure and Realignment Act. Continuing discussion among the federal, state and local governmental entities responsible for identifying, screening and requesting transfer of surplus federal property pursuant to a

Public Benefit Conveyance for educational use, such as the U.S. Department of Education, is the appropriate process for resolving this issue.

REGULATIONS GOVERNING THE DISPOSAL DECISION: Since the proposed action contemplates a disposal under the Defense Base Closure and Realignment Act of 1990 (DBCRA), Public Law 101-510, 10 U.S.C. § 2687 note (1994), Navy's decision was based upon the environmental analysis in the FEIS/EIR and application of the standards set forth in the DBCRA, the Federal Property Management Regulations (FPMR), 41 C.F.R. Part 101-47, and the Department of Defense Rule on Revitalizing Base Closure Communities and Community Assistance (DoD Rule), 32 C.F.R. Parts 174 and 175.

Section 101-47.303-1 of the FPMR requires that disposals of Federal property benefit the Federal Government and constitute the "highest and best use" of the property. Section 101-47.4909 of the FPMR defines the "highest and best use" as that use to which a property can be put that produces the highest monetary return from the property, promotes its maximum value, or serves a public or institutional purpose. The "highest and best use" determination must be based upon the property's economic potential, qualitative values inherent in the property, and utilization factors affecting land use such as zoning, physical characteristics, other private and public uses in the vicinity, neighboring improvements, utility services, access, roads, location, and environmental and historic considerations.

After Federal property has been conveyed to non-Federal entities, the property is subject to local land use regulations, including zoning and subdivision regulations, and building codes. Unless expressly authorized by statute, the disposing Federal agency cannot restrict the future use of surplus Government property. As a result, the local community exercises substantial control over future use of the property. For this reason, local land use plans and zoning affect determination of the "highest and best use" of surplus Government property.

The DBCRA directed the Administrator of the General Services Administration (GSA) to delegate to the Secretary of Defense authority to transfer and dispose of base closure property. Section 2905(b) of the DBCRA directs the Secretary of Defense to exercise this authority in accordance with GSA's property disposal regulations, set forth in Part 101-47 of the FPMR. By letter dated December 20, 1991, the Secretary of Defense delegated the authority to transfer and dispose of base closure property closed under the DBCRA to the Secretaries of the Military Departments. Under this delegation of authority, the Secretary of the Navy must follow FPMR procedures for screening and disposing of real property when implementing base closures. Only where Congress has expressly provided additional authority for disposing of base closure property, e.g., the economic development conveyance authority established in 1993 by Section

2905(b)(4) of the DBCRA, may Navy apply disposal procedures other than those in the FPMR.

In Section 2901 of the National Defense Authorization Act for Fiscal Year 1994, Public Law 103-160, Congress recognized the economic hardship occasioned by base closures, the Federal interest in facilitating economic recovery of base closure communities, and the need to identify and implement reuse and redevelopment of property at closing installations. In Section 2903(c) of Public Law 103-160, Congress directed the Military Departments to consider each base closure community's economic needs and priorities in the property disposal process. Under Section 2905(b)(2)(E) of the DBCRA, Navy must consult with local communities before it disposes of base closure property and must consider local plans developed for reuse and redevelopment of the surplus Federal property.

The Department of Defense's goal, as set forth in Section 174.4 of the DoD Rule, is to help base closure communities achieve rapid economic recovery through expeditious reuse and redevelopment of the assets at closing bases, taking into consideration local market conditions and locally developed reuse plans. Thus, the Department has adopted a consultative approach with each community to ensure that property disposal decisions consider the LRA's reuse plan and encourage job creation. As a part of this cooperative approach, the base closure community's interests, as reflected in its zoning for the area, play a

significant role in determining the range of alternatives considered in the environmental analysis for property disposal. Furthermore, Section 175.7(d)(3) of the DoD Rule provides that the LRA's plan generally will be used as the basis for the proposed disposal action.

The Federal Property and Administrative Services Act of 1949, 40 U.S.C. § 484 (1994), as implemented by the FPMR, identifies several mechanisms for disposing of surplus base closure property: by public benefit conveyance (FPMR Sec. 101-47.303-2); by negotiated sale (FPMR Sec. 10-47.304-9); and by competitive sale (FPMR 101-47.304-7). Additionally, in Section 2905(b)(4), the DBCRA established economic development conveyances as a means of disposing of surplus base closure property.

The selection of any particular method of conveyance merely implements the Federal agency's decision to dispose of the property. Decisions concerning whether to undertake a public benefit conveyance or an economic development conveyance, or to sell property by negotiation or by competitive bid, are left to the Federal agency's discretion. Selecting a method of disposal implicates a broad range of factors and rests solely within the Secretary of the Navy's discretion.

CONCLUSION: The LRA's proposed reuse of Marine Corps Air Station Tustin, reflected in the Reuse Plan, is consistent with the requirements of the FPMR and Section 174.4 of the DoD Rule. The LRA has determined in its Reuse Plan that the property should be used for various purposes including residential, commercial, educational, research and development, and light industrial activities and to develop parks and recreational areas. The property's location, physical characteristics, and existing infrastructure as well as the current uses of adjacent property make it appropriate for the proposed uses.

Although the "No Action" Alternative has less potential for causing adverse environmental impacts, this alternative would not take advantage of the location, physical characteristics, and infrastructure of MCAS Tustin or the current uses of adjacent property. Additionally, it would not foster local economic redevelopment of the base.

The acquiring entities, under the direction of Federal, State, and local agencies with regulatory authority over protected resources, will be responsible for adopting practicable means to avoid or minimize environmental harm that may result from implementing the Reuse Plan.

Accordingly, Navy plans to dispose of MCAS Tustin in a manner that is consistent with the land uses identified in the LRA's Reuse Plan for the property.

February 9, 2001

Duncan Holaday
Senior Civilian Official
Office of the Assistant
Secretary of the Navy
(Installations and Environment)

EXECUTION VERSION
May 10, 2002

LEASE IN FURTHERANCE OF CONVEYANCE BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF TUSTIN, CALIFORNIA FOR PORTIONS OF THE FORMER MARINE CORPS AIR STATION TUSTIN

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LEASE IN FURTHERANCE OF CONVEYANCE
BETWEEN
THE UNITED STATES OF AMERICA
AND THE CITY OF TUSTIN, CALIFORNIA
FOR PORTIONS OF
FORMER MARINE CORPS AIR STATION TUSTIN

THIS LEASE is made this _____ day of _____, 2002, by and between the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (the "**Government**"), and the **CITY OF TUSTIN, CALIFORNIA** (the **"Lessee"**), the recognized local redevelopment authority for Marine Corps Air Station Tustin (the "Installation").

RECITALS

A. The Government is the owner of certain real and personal property, as more particularly described in Article 1, commonly referred to as the former Marine Corps Air Station Tustin ("MCAS Tustin") a military installation closed under the Defense Base Closure and Realignment Act of 1990, Pub.L. 101-510), as amended (10 U.S.C. § 2687 note) (hereinafter referred to as "DBCRA") and Lessee and Government have agreed on a method of conveyance of said real and personal property as set forth in the Agreement between the United States of America and the City of Tustin, California for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin, dated _____, 2002 (the "Agreement").

B. Pending final disposition, 10 U.S.C. § 2667(f) authorizes the Government to lease real property located at a military installation closed under DBCRA, in order to facilitate state or local economic adjustment. Such a lease may be for consideration in an amount less than fair market rental value provided the Secretary determines that such a lease will serve the public interest, and that obtaining fair market rent is not compatible with such public benefit. The Government has determined that this Lease will facilitate local economic adjustment efforts, that the public interest will be served as a result of this Lease, and that obtaining fair market rent is not compatible with such public benefit.

C. Lessee is recognized by the Secretary of Defense, through the Office of Economic Adjustment, as the local redevelopment authority for MCAS Tustin. By application dated March 5, 1999, as subsequently amended, the City applied for a "No-Cost" Economic Development Conveyance ("EDC") for portions of MCAS Tustin (the "EDC Application"), to be used and developed in accordance with the "Reuse Plan for MCAS Tustin" dated October 1996 and amended by Errata of September 1998 (the "Base Reuse Plan") that was reviewed and approved by the United States Department of Housing and Urban Development.

D. In accordance with the National Environmental Policy Act ("NEPA") of 1969, as amended, and the California Environmental Quality Act ("CEQA"), Government and the City have prepared a Joint Final Environmental Impact Statement/Environmental Impact Report ("EIS/EIR") for the disposal and reuse of the Former MCAS Tustin. The City certified the

EIS/EIR as complete under CEQA on January 17, 2001. A NEPA Record of Decision regarding the disposal of MCAS Tustin was issued on March 2, 2001.

E. An Environmental Baseline Survey ("EBS") has been prepared for MCAS Tustin. Two Findings of Suitability to Lease ("FOSLs") have also been prepared, in accordance with 10 U.S.C. § 2667(f)(3), and Department of Defense policy guidelines ("Finding of Suitability to Lease for Southern Parcels Carve-Out Areas 1, 2, 3, and 4, Marine Corps Air Station Tustin, California" dated February 28, 2002 ("FOSL No. 2" -Exhibit "C") and "Finding of Suitability to Lease for Carve-Out Areas 5, 6, 7, 8, 9, 10, and 11, Marine Corps Air Station Tustin, Tustin, California" dated April 26, 2002 ("FOSL No. 3" -Exhibit "D"). The FOSLs conclude that activities allowed under this Lease, if conducted in accordance with the restrictions contained therein, are consistent with protection of human health and the environment. Cognizant state and federal regulatory agencies have concurred.

F. The Government has agreed to grant a lease in furtherance of and pending conveyance by deed for portions of MCAS Tustin to the Lessee pursuant to the Agreement and the Lessee has agreed to enter into this Lease.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, Government and Lessee hereby agree as follows:

1. **LEASED PREMISES**:

Government does hereby lease, rent, and demise to Lessee in furtherance of and pending conveyance, and Lessee does hereby hire and rent from Government, the premises depicted in Exhibit "A-1" and described in Exhibit "A-2", both of which are attached hereto and made a part of this Lease, together with all improvements and all personal property thereon (hereinafter the "Leased Premises") together with right of ingress and egress to said Leased Premises.

2. **TERM**:

2.1. The term of this Lease shall be for the period of fifty (50) years beginning on the date of execution and ending on the earlier of: (A) the ___ day of _____, 2052; or (B) the effective date of conveyance, for that portion of the Leased Premises conveyed to the Lessee (each such portion hereinafter referred to as "Conveyed Portion"), unless sooner terminated in accordance with the provisions of paragraph 2.2 or Article 14, Termination.

2.2. This Lease shall automatically terminate with respect to the applicable Conveyed Portion as if such date were the stated expiration date contained herein and neither party hereto shall have any further obligation under this Lease with respect to the Conveyed Portion (other

than any obligations which otherwise would survive termination of this Lease). All references to the Leased Premises shall be deemed to exclude such Conveyed Portions and this Lease shall continue in full force and effect with respect to the remainder of the Leased Premises.

3. **CONSIDERATION**:

3.1 As consideration for this Lease, Lessee agrees to provide protection and maintenance to the extent described in Article 12. Lessee may apply any revenue (as defined herein) received from subleasing the Leased Premises to: reimburse Government for its reasonable costs incurred, if any, under paragraphs 3.1.1 and Articles 10 and 14, and as permitted by Article 11 of the Agreement. "Revenue" as referred to herein means rental income and any other miscellaneous income derived from the rental of real or personal property, excluding property tax, sales tax, use and occupancy tax, franchise tax and other miscellaneous taxes, building fees, planning fees, and inspection fees. Security deposits or other instruments to guarantee performance of sublessees, anticipated charges for utilities, common services and other purposes, regardless of how those deposits are denominated, shall also not be considered revenue.

3.1.1 Lessee shall reimburse Government for any costs incurred which are specifically attributable to an action (or inaction) of Lessee or sublessees. Government will advise Lessee of these costs on a monthly basis.

3.1.2 If Government anticipates incurring any costs which may be attributable to an action or inaction of the Lessee or its subleases, the Lessee and Government shall meet and confer on ways to avoid or mitigate such costs.

3.2 Consistent with standard accounting practices for tax purposes, Lessee shall keep adequate records and books of account showing the actual cost to it of all items of labor, material, equipment, supplies, services and other items of cost incurred by it directly in the performance of any item of work or service in connection with the repair, restoration, protection and maintenance of Leased Premises which is required by Article 12; or otherwise approved or directed by Government. Lessee shall provide Government with access to such records and books of account and proper facilities for inspection thereof during regular business hours of the Lessee.

4. **USE OF LEASED PREMISES:**

4.1 The sole purpose for which Leased Premises may be used, in the absence of prior written approval by Government for any other use, is for uses consistent with the Base Reuse Plan.

4.2 Lessee shall not undertake any activity that may affect an identified historic or archeological property, without the approval of Government. In order for Government to grant such approval, it may be required to consult with the California State Historic Preservation Officer and, in some cases, with the Advisory Council on Historic Preservation in accordance with 36 CFR part 800 and the "Memorandum of Agreement Among the Department of the Navy, the California State Historic Preservation Officer, and the Advisory Council of Historic Preservation for the Disposal and Reuse of Marine Corps Air Station, Tustin" (the "Preservation Act Agreement"). To facilitate the approval process, Lessee shall prepare all documentation Government may request to enable it to comply with Section 106 of the National Historic Preservation Act. Buried cultural materials may be present on the premises. If such materials are encountered, Lessee shall stop work immediately and notify Government.

5. **SUBLETTING:**

5.1 Lessee may sublease Leased Premises without prior approval of Government, provided the sublease incorporates the terms of the Lease and does not include any provisions that are inconsistent with this Lease. Any proposed sublease, which involves the use of hazardous or toxic materials, including those of an explosive, flammable, or pyrotechnic nature, as provided in 10 U.S.C.§ 2692, shall require prior Government approval. Such consent shall not be unreasonably withheld or delayed. Government will make every reasonable effort to make a determination under 10 U.S.C. § 2692 within thirty (30) days of the date it receives Lessee's request for Government's approval. Under no circumstance shall Lessee assign this Lease.

5.2 For purposes of Article 5 and this Lease, "sublease" shall include licenses, use and occupancy agreements, concession agreements and other similar agreements.

5.3 Any sublease granted by Lessee shall contain a copy of this Lease as an attachment and be subject to all terms and conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease, without any liability on the part of Government to Lessee or any sublessee. Under any sublease made, with or without consent, the sublessee shall be deemed to have assumed all of the obligations of Lessee under this Lease. No sublease shall relieve Lessee of any of its obligations hereunder.

5.4 Upon its execution, a copy of the sublease shall immediately be furnished to Government. Should conflict arise between the provisions of this Lease and a provision of the sublease, the provisions of this Lease shall take precedence. Any sublease shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties under this Lease

6. CONDITION OF PROPERTY:

6.1 Leased Premises shall be delivered to Lessee "AS IS", "WHERE IS." Government makes no warranty as to Leased Premises' usability generally or as to its fitness for any particular purpose. Any safety and/or health hazards identified shall be corrected, at Lessee's or sublessee's expense, prior to use and occupancy.

6.2 In the event this Lease is terminated pursuant to Article 14, Lessee is not obligated to restore improvements to the Leased Premises once those improvements have been demolished or to demolish improvements that have been completed during the term of this Lease.

7. ENVIRONMENTAL BASELINE SURVEY AND FINDING OF SUITABILITY TO LEASE:

The executive summary of the Environmental Baseline Survey ("EBS") and the Findings of Suitability to Lease ("FOSLs") are attached hereto and made part hereof as Exhibits "B," "C," and "D," respectively. Copies of the EBS and FOSLs have been provided to Lessee and all documents referenced therein have been made available to Lessee. The FOSLs sets forth the basis for Government's determination that Leased Premises are suitable for leasing and the EBS describes the environmental condition of Installation. Lessee is hereby made aware of the notifications contained in the FOSLs and shall comply with the restrictions set forth therein.

8. ALTERATIONS:

8.1 Lessee shall not construct or make or permit its sublessees to construct or make any substantial alterations, additions, excavations, improvements to, installations upon or other modifications or alterations to the Leased Premises (collectively "Work"), including those which may adversely affect the cleanup, human health or the environment, without the prior written consent of Government. No prior written consent shall be required for Work described in Exhibit "E". All Work shall be done in a workmanlike manner and be subject to the requirements of the City of Tustin.

8.2 Lessee shall provide Government with prior written notification and a full description of all proposed Work on Leased Premises (other than work described in Exhibit "E"), including: information required by Government to comply with the National Environmental Policy Act (NEPA) and the Preservation Act Agreement, a projected schedule and cost thereof, and an analysis as to how and why such Work will or will not adversely affect the environmental cleanup of Leased Premises, human health or the environment.

9. **ACCESS BY GOVERNMENT:**

9.1 In addition to access required under Article 13, at all reasonable times throughout the term of this Lease, Government shall be allowed access to Leased Premises for any purposes upon notice to Lessee. Government normally will give Lessee or any sublessee forty-eight (48) hour prior notice of its intention to enter Leased Premises, unless it determines the entry is required for safety, environmental, operations or security purposes. Lessee shall have no claim on account of any entries against Government or any officer, agent, employee, contractor or subcontractor of Government. All keys to the buildings and facilities occupied by Lessee or any sublessee shall be made available to Government upon request. Any access by Government will take into consideration its obligations under Article 34.

9.2 Government has reserved an easement for access and for the provision of utilities to Parcels 23 and 24, over property adjacent to Leased Premises which was conveyed to Lessee by deed contemporaneously with the execution of this Lease. Access for Parcels 23 and 24 is provided from Red Hill Avenue, east along Moffett Drive to its intersection with Severyns Road, and thence north along the western boundary of Parcel 24 to Parcel 23. To the extent that access and the provision of utilities is required across the Leased Premises consistent with paragraph 27.2 of this Lease, Government shall have a non-exclusive right to use that portion of said streets crossing the Leased Premises for access, including but not limited to vehicular access to said parcels by users, employees, contractors, delivery services, vendors, maintenance and ancillary service providers for the activities and improvements now or hereafter located thereon, and a right to install, maintain, operate, replace, and repair active existing utility distribution systems owned and operated by the Lessee, including, but not limited to, water, electricity, and for storm water drainage and sewerage, and new electrical and water utility distribution systems not owned by utility service providers across the Leased Premises as described above. Lessee may provide an alternative means of access or utility provision across other streets which Government determines to be equally convenient.

9.3 The Government shall be responsible for direct costs on the Leased Premises related to the maintenance, operation, replacement, or repair of existing utility distribution systems or installation of new utility distribution systems by the Government. Any and all damage to Leased Premises and to existing utility distribution systems resulting from activities of Government pursuant to this paragraph shall be repaired by Government at no expense to Lessee and the Leased Premises shall be restored to its pre-construction condition. In the event of any death or injury to any person, or the loss of or damage to any property caused by officers, employees, or contractors of the United States in connection with the modification, maintenance, or operation of existing utility systems or installation of new utility distribution systems by the Government on the Leased premises or in the event of any legal or equitable action instituted against the United States, the liability, if any, of the United States will be determined in accordance with the applicable provisions of the Federal Tort Claims Act (28 U.S.C. Sections 2671-2680). The Government shall ensure that any Government contractor involved in

modification, maintenance, or operation of existing utility systems or installation of new utility distribution systems by the Government on the Leased Premises shall obtain Comprehensive General Liability Insurance which will name the Lessee as an additional insured party.

10. UTILITIES AND SERVICES:

10.1 Procurement of utilities, i.e., electricity, water, gas, steam, sewer, telephone and trash removal shall be the sole responsibility of Lessee.

10.2 Should utility services be required by Government, in connection with environmental contracts, maintenance, or other Government requirements within Leased Premises, the Lessee shall work to facilitate the provision of utilities and services as provided in Article 35 of the Agreement. In the event that Lessee shall furnish Government with any utilities maintained by Lessee, which Government may require, Government shall reimburse Lessee at a rate equitably related to the cost incurred by the Lessee in providing such services or utilities, or the costs incurred by the Lessee, where the Lessee purchases such services or utilities from a third party provider. If the Lessee is unable to locate a utility provider willing to take over the system pursuant to Article 34 of the Agreement, and if the Lessee undertakes to operate such system and subsequently determines to cease such operations and disconnect service, the Lessee shall provide the Government with a minimum of four (4) weeks prior notice prior to disconnection. In the event such disconnection will result in the termination of utility service necessary to ensure the continuity of ongoing environmental clean-up, restoration, or testing activities by the Government or regulators as provided in Article 11 of this Lease, and the Government is unable to procure an alternate source of such utilities within the notice period, Lessee shall, to the maximum extent practicable, work with the Government and utility service providers to facilitate the provision of an alternate source of such utilities. In order to prevent such an event, The Government and Lessee agree to coordinate, to the maximum extent practicable, the scheduling and conduct of the Government's environmental clean-up, restoration, and testing activities and Lessee's redevelopment activities on the Leased Premises.

11. NON-INTERFERENCE WITH GOVERNMENT OPERATIONS:

Lessee shall not conduct operations that would interfere with or otherwise restrict operations, environmental clean-up or restoration actions by Government, United States Environmental Protection Agency ("EPA"), state environmental regulators, or their contractors. Environmental clean-up, restoration or testing activities by these parties shall take priority over Lessee's use of Leased Premises in the event of any conflict. Notwithstanding that priority, the Government shall make every reasonable effort to work with the Lessee, to provide reasonable and timely notification of all Government operations that may interfere with Lessee and sublessees' operations and to minimize potential conflicts between necessary remediation of environmental contamination and Lessee's and sublessees' use of Leased premises.

12. PROTECTION AND MAINTENANCE SERVICES:

12.1 Government shall not be required to furnish any services or facilities to Lessee or to make any repair or alteration in or to Leased Premises. Lessee hereby assumes the full and sole responsibility for the protection, maintenance and repair of Leased Premises upon such standards that Lessee determines appropriate and reasonable.

12.2 During the term of this Lease, debris, trash and other useless materials not generated by Government shall be promptly removed from Leased Premises.

12.3 Lessee shall provide or cause to be provided all security services necessary to assure security and safety within Leased Premises. Any crimes or other offenses, including traffic offenses and crimes and offenses involving damage to or theft of Government property, shall be reported to the appropriate authorities for their investigation and disposition and to Government as property owner.

12.4 Lessee shall take or cause to be taken, all reasonable fire protection precautions at Leased Premises consistent with the level of use on the property.

13. ENVIRONMENTAL PROTECTION PROVISIONS:

13.1 Lessee, sublessees and contractors shall comply with all applicable federal, state and local laws, regulations and standards that are or may become applicable to Lessee's activities on Leased Premises.

13.2 Lessee or any sublessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Lease, independent of any existing permits held by Government. Lessee shall provide prior written notice to the Government of any environmental permit applications required for any of Lessee's or sublessee's operations which the Lessee or any sublessee proposes to submit to a regulatory agency. Lessee acknowledges that Government will not consent to being named a secondary discharger or co-permittee for any operations or activities of the Lessee or any sublessee under the Lease. In the event Government is named as a secondary discharger or co-permittee for any activity or operation of the Lessee or any sublessee, Government shall have the right to take reasonable actions necessary to prevent, suspend, or terminate such activity or operation, including terminating this Lease, without liability or penalty.

13.3 Government's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice Leased Premises for compliance with environmental, safety and occupational health laws and regulations, whether or not Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Government normally will give

Lessee or sublessee forty-eight (48) hours prior notice of its intention to enter Leased Premises unless it determines the entry is required for safety, environmental, operations or security purposes. Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee, contractor or subcontractor thereof.

13.4 Government, pursuant to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980 as amended, and the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) pursuant to the Resource Conservation and Recovery Act ("RCRA"), have entered into a Federal Facilities Site Remediation Agreement ("FFSRA") for MCAS Tustin. Lessee acknowledges that Government has provided it with a copy of the FFSRA and agrees that should any conflict arise between the terms of the FFSRA as it presently exists or may be amended and the provisions of this Lease, the terms of the FFSRA will take precedence. Lessee further agrees that notwithstanding any other provision of this Lease, Government assumes no liability to Lessee or its sublessees should implementation of the FFSRA interfere with Lessee's or any sublessee's use of Leased Premises. Lessee shall have no claim on account of any such interference against the United States or officer, agent, employee, contractor or subcontractor thereof, other than for abatement of rent, where applicable.

13.5 Government, EPA, DTSC, and the state, its officers, agents, employees, contractors and subcontractors, have the right, upon reasonable notice to Lessee and/or any subleases, to enter upon Leased Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with any provisions of the cleanup program (including but not limited to the BRAC Cleanup Plan, IRP, or FFSRA):

13.5.1 to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test-pitting, testing soil borings and other activities related to the cleanup program;

13.5.2 to inspect field activities of Government and its contractors and subcontractors in implementing the cleanup program;

13.5.3 to conduct any test or survey required by EPA, or DTSC relating to the implementation of the cleanup program;

13.5.4 to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the cleanup program, including but not limited to monitoring wells, pumping wells and treatment facilities.

13.6 Lessee shall comply with the provisions of any health or safety plan in effect under the IRP or the FFSRA during the course of any of the above described response or remedial actions. Any inspection, survey, investigation or other response or remedial action will,

to the extent practicable, be coordinated with representatives designated by Lessee and any sublessee. Lessee and sublessee shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor or subcontractor thereof. In addition, Lessee shall comply with all applicable federal, state and local occupational safety and health regulations.

13.7 In the event of any sublease of Leased Premises, Lessee shall provide to U.S. EPA and California EPA, DTSC by certified mail at the address shown below, a copy of the agreement or sublease of Leased Premises (as the case may be) within fourteen (14) calendar days after the effective date of such transaction. Lessee may delete the financial terms and any other proprietary information from the copy of any agreement of sublease furnished pursuant to this condition.

Jennifer Rich, Remedial Project Manager, California EPA, DTSC
Office of Military Affairs
5796 Corporate Avenue
Cypress, CA 90630

James Ricks, Project Manager
US EPA, (SFD-H-8), Region IX
75 Hawthorne Street
San Francisco, CA 94105

13.8 Lessee shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act and its applicable state equivalent. Except as specifically authorized by Government in writing, Lessee must provide at its own expense such hazardous waste management facilities complying with all laws and regulations. Government hazardous waste management facilities will not be available to Lessee. Government EPA identification numbers shall not be used by Lessee. Any violation of the requirements of this condition shall be deemed a material breach of this Lease.

13.9 The Installation accumulation points for hazardous and other waste will not be used by Lessee or any sublessee. Neither will Lessee or sublessee permit its hazardous wastes to be commingled with hazardous waste of the Installation.

13.10 Prior to commencement of operations on Leased Premises, Lessee shall have a Government-approved plan for responding to hazardous waste, fuel and other chemical spills caused by the Lessee or its sublessees. The contingency plan shall be consistent with the provisions of California Code of Regulations, Title 22, Chapter 15, Article 4 beginning with Section 66265.50. Such plan shall be independent of the Installation plan and, except for initial fire response and/or spill containment, shall not rely on use of Installation personnel or equipment. Should Government provide any personnel or equipment whether for initial fire

response and/or spill containment, or otherwise on request of Lessee, or because Lessee was not, in the opinion of Government, conducting timely cleanup actions, Lessee agrees to reimburse Government for its costs in association with such response or cleanup.

13.11 Lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of Government. Government shall make every effort to make a decision within 30 calendar days of the date it receives Lessee's request for approval. The parties recognize that the Lessee or its sublessees may desire to conduct, at their own expense, certain investigations at the Leased Premises to evaluate environmental conditions. Lessee shall provide Government with a work plan for the performance of any environmental subsurface excavation, digging, drilling, or other disturbance of the surface for review and approval at least 30 days prior to commencing any such work on the Leased Premises. The Government's review and approval shall be limited to the health and safety plans, consistency with the FOSL, and ensuring, to the maximum extent practicable, that the investigations not cause or aggravate releases of hazardous substances at the Leased Premises. Government reserves the right to impose reasonable conditions on its approval.

13.12 The presence of known asbestos and ACM, LBP or PCBs is identified in the FOSLs, attached as Exhibit "C" and "D".

13.12.1 If Lessee intends to make any improvements or repairs that require the disturbance of or the removal of asbestos or ACM, an appropriate asbestos disposal plan must be incorporated into the plans and specifications required under Article 8 and submitted to Government. The asbestos disposal plan will identify the proposed disposal site for the asbestos, or in the event the site has not been identified, will provide for disposal at a licensed facility authorized to receive asbestos and ACM. If the Lessee intends to make any improvements or repairs that require the removal of LBP or PCBs, prior written approval must be obtained from Government. Lessee shall manage the asbestos and ACM, LBP and PCPs in accordance with federal, state and local laws.

13.12.2 Lessee shall be responsible for monitoring the condition of existing asbestos and ACM on Leased Premises for deterioration or damage and accomplishing repairs or abatement pursuant to the applicable conditions of this Lease. Asbestos and ACM which during the period of this Lease becomes accessible, damaged, or deteriorated through the passage of time, as the result of a natural disaster or as a consequence of Lessee's activities under this Lease including but not limited to any emergency, will be abated by Lessee. Lessee may choose the most economical means of abatement available. Notwithstanding paragraph 13.12.1 above, in an emergency, Lessee will notify Government as soon as practicable of its emergency asbestos or ACM responses.

13.12.3 Lessee shall be responsible for monitoring the condition of existing LBP on Leased Premises for deterioration or damage and accomplishing repairs or abatement pursuant to the applicable conditions of this Lease. LBP which during the period of this Lease becomes damaged or deteriorated through the passage of time, as the result of a natural disaster or as a consequence of Lessee's activities under this Lease including but not limited to any emergency, will be abated by Lessee. Lessee may choose the most economical means of abatement available. Notwithstanding paragraph 13.12.1 above, in an emergency, Lessee will notify Government as soon as practicable of its emergency LBP responses.

13.13 Lessee shall indemnify and hold harmless Government from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage or disposal caused or created by Lessee's occupancy, use or operations, or any other action by Lessee or any sublessee giving rise to Government liability, civil or criminal, or any other action by Lessee or any sublessee giving rise or responsibility under federal, state or local environmental laws. Lessee's obligations hereunder shall apply whenever Government incurs costs or liabilities for Lessee's activities or activities of any sublessee as provided hereunder. This provision shall not apply to the extent that claims, demands, actions, proceedings, losses, liens, costs and judgments (including fines and penalties) are caused or created by concurrent active or sole negligence of the Government, its officers, agents, employees, or contractors. This provision shall survive the expiration or termination of the Lease.

13.14 Storage, treatment or disposal of toxic or hazardous materials on Leased Premises is prohibited except as authorized by Government in accordance with 10 U.S.C. § 2692.

13.15 The responsibility of Government to indemnify and hold harmless the Lessee and any sublessees against toxic torts and other environmental claims shall be in accordance with Public Law 102-484, Section 330, as amended.

13.16 Lessee and sublessees shall not use or access groundwater, and shall not disturb or cause to be disturbed monitoring wells and equipment described in Exhibit "G" without prior approval pursuant to paragraph 13.11.

13.17 Radiological Survey. Access to and occupancy of the Nuclear Biological and Chemical (NBC) unit of Building 29 and Buildings 190, 556, and the drum storage area adjacent to Building 556 is prohibited pending the results of radiological surveys being conducted by Government. Government and regulatory agencies with jurisdiction shall review the results of the surveys and determine whether or not to release these prohibitions based upon the results of the survey. If the prohibitions are released, Government shall complete a Lease Restriction Revision Form in the form set forth in Exhibit "H".

13.18 Asbestos Containing Material ("ACM").

The Lessee shall comply with the restrictions upon access to, use, and occupancy of the buildings and structures on the Leased Premises set forth for ACM in FOSLs Nos. 2 and 3 (Exhibits "C" and "D") which are incorporated by reference as an enforceable part of this Lease as provided in Article 7 of this Lease.

13.19 Indoor Air Quality.

a. Existing Buildings and Structures: Access to and occupancy of Buildings 3, 4, 13, 26, 49, 86, 87, 88, 165, 166, 167, 168, 185, 189, 199, 219, 250, 300, 303, 505, 506, 509, 547, and 556 is prohibited for each of these buildings until such time as the Lessee or its sublessees: a) conducts air monitoring within the building following all federal, state and local regulatory requirements to determine the suitability of air quality relative to the proposed use of the particular building, b) submits an indoor air report to the Government, DTSC, USEPA, and RWQCB for review, and c) obtains the concurrence of the Government, DTSC, USEPA, and RWQCB that restrictions for indoor air quality are no longer necessary for the building and a Lease Restriction Revision Form is completed. Lessee or its sublessees is permitted to demolish and remove existing buildings that may be affected by impairments to air quality, notwithstanding any other restriction on use or occupancy of such buildings and structures. Such existing buildings and structures are not considered a component of any response or remedial action under any environmental law or regulation.

b. New Buildings and Structures: Lessee or its sublessees may construct new buildings or structures in areas affected by groundwater plumes and soil contamination as described in FOSLs No. 2 (Exhibit "C") and No. 3 (Exhibits "D")(Carve Out (CO) areas CO-1, CO-2, CO-3, CO-5, CO-7, CO-8, CO-9, CO-10 and CO-11 as impacted by IRP-6, IRP-8, IRP-11, IRP-13S, IRP-13W, IRP-16, IRP-1, IRP-5S(a), IRP-5N, IRP-5S(b), the mingled plume area (related to various AOCs), the MTBE plume (related to UST 222), the area impacted by AST-194A and B, AST-16A and B and Mooring Pads 4 and 5) subject to prior approval under paragraph 8.1 of this Lease. Access to and occupancy of such new buildings and structures constructed after the effective date of this lease is prohibited until such time as the Lessee or its sublessees: a) conduct air monitoring within the building following all federal, state and local regulatory requirements to determine the suitability of air quality relative to the proposed use of the particular building, b) submits an indoor air report to the Government, DTSC, USEPA, and RWQCB for review, c) obtains the concurrence of the Government, DTSC, USEPA, and RWQCB that no restrictions on access to and occupancy of the particular building are necessary. Such construction shall not be considered a component of any response or remedial action under any environmental law or regulation within the context of this Lease.

13.20. Lead Based Paint ("LBP").

a. Buildings and Structures Built Prior to 1978 Proposed for Reuse: Buildings 2, 3, 86, 87, 88, 134, 159, 165, 166, 167, 168, 199, 300, and Structures 77 and 160 are proposed for reuse. They may be used for residential use or child-occupied facilities only after the Lessee or its sublessees conduct the necessary LBP surveys and abatement in accordance with all local, state, and federal requirements. Residential or child-occupied use of these buildings/structures must be approved by Government, DTSC, USEPA, and RWQCB.

b. Buildings and Structures Built Prior to 1978 and tentatively Proposed for Demolition or "To Be Determined": Buildings 4, 10G, 13, 26, 27, 29, 29A, 40B, 49, 174, 175, 185, 186, 187, 189, 190, 219, 212, 303, 306, and 3000T and Structures 11, 12, 149, 230, 233, 238, 240, 608, and 609, are tentatively proposed for demolition or their use is yet to be determined. They may be used for residential use or child-occupied facilities only after the necessary LBP surveys and abatement are conducted by Lessee or its sublessees in accordance with all local, state, and federal requirements. Residential or child-occupied use of these buildings/structures must be approved by Government, DTSC, USEPA, and RWQCB. In the event of demolition, the Lessee or its sublessees shall be responsible for ensuring that any demolition of buildings/structures is in accordance with applicable local, state, and federal regulatory requirements. In the event demolition occurs, the Lessee or its sublessees shall be responsible for conducting post-demolition soil sampling and any necessary abatement of soil lead hazards related to the demolition prior to occupancy of any newly constructed buildings at the above listed building/structure locations.

13.21. Historic Preservation. The restrictions set forth in the Memorandum of Agreement dated December 16, 1999 that are described in FOSL No. 3 (Exhibit "D") apply to Buildings 29 and 29A within the Leased Premises. The Lessee or its sublesees shall comply with those restrictions.

13.22. Wetlands. The Lessee shall comply with Section 404 of the Clean Water Act prior to any development that may impact the wetland areas within Carve-out Areas CO-7 and CO-9 as described in FOSL No. 3 (Exhibit "D").

14. TERMINATION:

14.1 Government shall have the right to terminate this Lease, in whole or in part, without liability, upon thirty (30) calendar days notice in the event of:

14.1.1 a national emergency as declared by the President or the Congress of the United States; or

14.1.2 a breach by Lessee of any terms and conditions hereof. In the event of a breach involving the performance of any obligation, Lessee shall be afforded sixty (60) calendar days from the receipt of Government's notice of intent to terminate to complete the performance of the obligation or otherwise cure the subject breach and avoid termination of this Lease, unless Government determines that a shorter period is required for safety, environmental, operations or security purposes. In the event that Government shall elect to terminate this Lease on account of the breach by Lessee of any of the terms and conditions, Government shall be entitled to recover and Lessee shall pay to Government:

14.1.2.1 The costs incurred in reacquiring possession of Leased Premises.

14.1.2.2 The costs incurred in performing any obligation on the part of Lessee to be performed hereunder.

14.1.2.3 An amount equal to the aggregate of any maintenance obligations and charges assumed hereunder and not paid or satisfied, which amounts shall be due and payable at the time when such obligations and charges would have accrued or become due and payable under this Lease.

14.1.3 Government making a final decision regarding disposal of Leased Premises that is inconsistent with continued use thereof by Lessee under this Lease.

14.1.4 Failure of Lessee to accept conveyance of a part of the Leased Premises (Parcel) within thirty (30) days following Government notice to Lessee that it has executed the FOST and tendered a deed for such Parcel.

14.2 Lessee shall have the right to terminate this Lease upon thirty (30) calendar days written notice to Government in the event of a breach by Government of any of the terms and conditions hereof. In the event of a breach involving the performance of any obligation by the Government, the Government shall be afforded sixty (60) calendar days from the receipt of Lessee's notice of intent to terminate to complete performance of the obligation or otherwise cure the subject breach and avoid termination of this Lease. Lessee shall also have the right to terminate this Lease in the event of damage to or destruction of all of the improvements on Leased Premises or such a substantial portion thereof as to render Leased Premises incapable of use for the purposes for which it is Leased hereunder, provided:

14.2.1 Government either has not authorized or directed the repair, rebuilding or replacement of the improvements or has made no provision for payment for such repair, rebuilding or replacement by application of insurance proceeds or otherwise; and

14.2.2 That such damage or destruction was not occasioned by the fault or negligence of Lessee or any of its officers, agents, servants, employees, sublessees, licensees or invitees, or by any failure or refusal on the part of Lessee to fully perform its obligations under this Lease.

14.3 Lessee shall have the right to terminate this lease by written notice to Government, given at any time:

14.3.1 If Government requires Lessee to vacate all or a substantial portion of Leased Premises pursuant to Article 15 of this Lease for a period in excess of five (5) calendar days. Lessee may terminate this Lease by written notice to Government given at any time while Lessee shall continue to be denied use of all or a substantial portion of Leased Premises. Lessee shall thereafter surrender possession of Leased Premises within fifteen (15) calendar days of such notice.

14.3.2 In the event that entry by Government on Leased Premises is necessary for the purposes of remedial or corrective action, and such activity substantially interferes with the use or sublease of all or a substantial part of Leased Premises for a period of more than five (5) consecutive calendar days. Lessee may terminate this Lease by written notice to Government given at any time while Lessee shall continue to be denied use of all or a substantial portion of Leased Premises. Lessee shall thereafter surrender possession of Leased Premises within fifteen (15) calendar days of such notice.

14.3.3 In the event of breach by Government of the Agreement, provided, that in the event of a breach involving the performance of any obligation by the Government, the Government shall be afforded sixty (60) calendar days from the receipt of Lessee's notice of intent to terminate to complete performance of the obligation or otherwise cure the subject breach and avoid termination of this Lease.

15. ENVIRONMENTAL CONTAMINATION:

In the event environmental contamination is discovered on Leased Premises which creates, in Government's determination, an imminent and substantial endangerment to human health or the environment which necessitates evacuation of Leased Premises, and notwithstanding any other termination rights and procedures contained in this Lease, Lessee shall vacate or require any sublessee to vacate Leased Premises immediately upon notice from Government of the existence of such a condition. Exercise of this right by Government shall be without liability, except that Lessee shall not be responsible for the payment of consideration, the amount of deduction to be determined on a daily pro-rata basis, during the period Leased Premises is vacated. Government's exercise of this right herein to order Leased Premises immediately vacated does not alone constitute a termination of the Lease, but such right may be exercised in conjunction with any other termination rights provided in this Lease or by law.

16. **NON-ENVIRONMENTAL INDEMNIFICATION BY LESSEE:**

Lessee shall at all times relieve, indemnify, protect, defend and hold harmless the United States of America, and all of its officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death or injury to persons or damage to property and for civil fines and penalties arising or growing out of, or in any manner connected with, the occupation or use of the Leased Premises by Lessee and the employees, agents, servants, guests, invitees, contractors and sublessees of Lessee. These include, but are not limited to, any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of Lessee or the employees, agents, servants, guests, invitees and sublessees of Lessee. However, this indemnity shall not extend to damages due to the sole fault or negligence of Government or its contractors. This covenant shall survive the termination of this Lease for any injury or damage occurring after the commencement of term of the Lease.

17. **INSURANCE:**

17.1 Except to the extent of the Government's obligation to indemnify pursuant to Public Law 102-484, Section 330, as amended, the Lessee shall bear all risk of loss or damage to the Leased Premises, and for claims arising from any incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of Lessee, sublessees, contractors and invitees under the terms of this Lease.

17.2 Based upon Lessee's written representation regarding its financial capacity to be self insured and its request for waiver, Government hereby waives its requirements for insurance insofar as Lessee is concerned, but not with respect to any sublessee. Notwithstanding this waiver, the parties recognize that Lessee presently carries excess public liability coverage for claims of $250,000 or more. Lessee shall provide the excess coverage in an amount not less than the minimum combined single limit of $5,000,000. Lessee shall furnish to Government a certificate of insurance consistent with the requirements of paragraph 17.6, evidencing such excess coverage. The minimum amount of liability insurance coverage is subject to revision by Government upon renewal or modification of this Lease.

17.3 As to those structures and improvements on Leased Premises constructed by or owned by Government, Lessee or its sublessees shall procure and maintain from a reputable insurance company or companies, at Lessee's or sublessee's expense, a standard fire and extended coverage insurance policy or policies on Leased Premises in the minimum amount of $1,000,000 , but not less than the amount required to demolish damaged or destroyed structures and improvements, remove debris and clear Leased Premises. The insurance policy shall provide

that in the event of loss thereunder, the proceeds of the policy or policies, at the election of Government, shall be payable to Lessee to be used solely for the demolition of damaged or destroyed structures and improvements, removal of debris and clearance of Leased Premises, or for repair, restoration or replacement of the property damaged or destroyed. Any balance of the proceeds not required for such purposes shall be paid to Government. If Government does not elect, by notice in writing to the insurer within thirty (30) calendar days after the damage or destruction occurs, to have the proceeds paid to Lessee for the purposes hereinabove set forth, then such proceeds shall be paid to Government, provided however that the insurer, after payment of any proceeds to Lessee in accordance with the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds. Nothing herein contained shall be construed as an obligation upon Government to repair, restore or replace Leased Premises or any part thereof.

17.4 If and to the extent required by law, Lessee shall provide workers' compensation or similar insurance in form and amounts required by law.

17.5 During the entire period this Lease shall be in effect Lessee shall require its contractors or sublessees or any contractor performing work at Lessee's or sublessee's request on Leased Premises to carry and maintain the insurance required below:

17.5.1 Comprehensive general liability insurance in an amount not less than $1,000,000 with respect to personal injury or death, and for property damage.

17.5.2 Worker's compensation or similar insurance in form and amounts required by law.

17.6 All insurance which this Lease requires Lessee or sublessee to carry and maintain or cause to be carried or maintained shall be in such form, for such periods of time, and with such insurers as Government may reasonably require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance will be issued in conjunction with the use of property described in this Lease and will name Government as an additional insured; provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Lessee or Government or any other person; provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) calendar days after receipt by Government of written notice thereof; provide that the insurer shall have no right of subrogation against Government; and be reasonably satisfactory to Government in all other respects. In no circumstances will Lessee be entitled to assign to any third party, rights of action, which Lessee may have against Government.

17.7 Lessee and sublessees shall deliver or cause to be delivered promptly to Government a certificate of insurance evidencing the insurance required by this Lease and shall

also deliver prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

18. **LABOR PROVISION:**

During the term of this Lease, Lessee agrees as follows:

18.1 Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Government setting forth the provisions of this nondiscrimination clause.

18.1.1 Lessee shall, in all solicitations or advertisements for employees placed at Leased Premises by or on behalf of Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

18.1.2 Lessee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by Government, advising the labor union or worker's representative of Lessee's commitments under this equal opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18.1.3 Lessee shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.

18.1.4 Lessee shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records and accounts by Government and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations and orders.

18.1.5 In the event of Lessee's noncompliance with the equal opportunity clause of this Lease or with any of said rules, regulations or orders, this Lease may be canceled, terminated or suspended in whole or in part and Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive order 11375 of October 13, 1967, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

18.1.6 Lessee will include the above provisions in every sublease unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each sublessee. Lessee will take such action with respect to any sublessee as Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Lessee becomes involved, or is threatened with litigation with sublessee as a result of such direction by Government, Lessee may request the United States to enter into such litigation to protect the interest of the United States.

18.2 This Lease, to the extent that it is a contract of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and exceptions of said Contract Work Hours and Safety Standards Act and to all other provisions and exceptions of said law.

18.2.1 Lessee shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Lease to work in excess of 40 hours in such work week on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 40 hours in such work week. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of Lessee's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits or the basic hourly rate contained in the wage determination, whichever is greater.

18.2.2 In the event of any violation of the provision of paragraph 18.2.1, Lessee shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph 18.2.1 in the sum of ten $10.00 for each calendar day on which such employee was required or permitted to be employed on such work in excess of the standard work week of 40 hours without payment of the overtime wages required by paragraph 18.2.1.

18.3 In connection with the performance of work required by this Lease, Lessee agrees not to employ any person undergoing a sentence of imprisonment unless the utilization of prisoners is in conformity with the provisions of Executive Order 11755.

19. **SUBMISSION OF NOTICES:**

No notice, order, direction, determination, requirement, consent or approval under this Lease shall be of any effect unless in writing. All correspondence, notices and claims concerning this Lease shall be directed to the addresses set out below or to such addresses as may from time to time be given by the parties. Such correspondence, notices and claims may be delivered by hand, express delivery, overnight courier or by prepaid registered or certified mail, return receipt requested.

If to Government:

Real Estate Contacting Officer
Southwest Division, Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, CA 92132-5190

If to Lessee:

City of Tustin
Attn: Christine Shingleton, Assistant City Manager
300 Centennial Way
Tustin, CA 92780

With a Copy to:

George R. Schlossberg, Esq.
Kutak Rock, LLP
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036

The individuals so designated above shall be the representatives of the parties and the points of contact during the period of this Lease, unless otherwise indicated by written notice of an individual party to the Lease to each party to the Lease.

20. **AUDIT:**

This Lease shall be subject to audit by any and all cognizant Government agencies. Lessee shall make available to such agencies for use in connection with such audits all records that it maintains with respect to this Lease and copies of all reports required to be filed hereunder. Government shall provide to Lessee reasonable documentation for all billings and assessments for costs incurred, and for any other Government demands for payment. In no event shall the provisions of this Article be construed to authorize or require the disclosure of

documents protected from disclosure by the attorney-client privilege, or any other document, the confidentiality of which is protected by state or federal law.

21. **AGREEMENT:**

This Lease shall not be modified unless in writing and signed by both parties. No oral statements or representation made by, for or on behalf of either party shall be a part of this Lease. Should a conflict arise between the provisions of this Lease and any exhibit hereto, or any other agreement between Government and Lessee, the provisions of this Lease shall take precedence. Government and Lessee agree to review the terms of this Lease should either party request an amendment to the Lease.

22. **FAILURE TO INSIST ON COMPLIANCE:**

The failure of Government to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of Government's right to the future performance of any such terms, covenants or conditions and Lessee's obligations in respect to such future performance shall continue in full force and effect.

23. **DISPUTES**:

23.1 This Lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) (the Act).

23.2 Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause.

23.3 "Claim", as used in this clause, means a written demand or written assertion by Lessee or Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a Lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by Lessee seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by paragraph 23.4. below. A voucher, invoice or other routine request for payment that is not in dispute when submitted, is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time. "Command" used in this clause means the Southwest Division, Naval Facilities Engineering Command.

23.4 A claim by Lessee shall be made in writing and submitted within six (6) years after accrual of the claim, to the Command, for a written decision. A claim by Government against Lessee shall be subject to a written decision by the Command.

23.4.1 Lessee shall provide the certification specified in paragraph 23.4.3 of this clause when submitting any claim:

23.4.1.1 Exceeding $100,000; or

23.4.1.2 Regardless of the amount claimed, when using:

23.4.1.2.1 Arbitration conducted pursuant to 5 U.S.C. 575-580; or

23.4.1.2.2 Any other alternative means of dispute resolution (ADR) technique that the agency elects to use in accordance with the Administrative Dispute Resolution Act (ADRA).

23.4.2 The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

23.4.3 The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which Lessee believes Government is liable; and that I am duly authorized to certify the claim on behalf of Lessee."

23.4.4 The certification may be executed by any person duly authorized to bind Lessee with respect to the claim.

23.5 For Lessee claims of $100,000 or less, the Command, must, if requested in writing by Lessee, render a decision within 60 calendar days of the request. For Lessee-certified claims over $100,000, the Command, must, within 60 calendar days, decide the claim or notify Lessee of the date by which the decision will be made.

23.6 The Command's decision shall be final unless Lessee appeals or files a suit as provided in the Act.

23.7 At the time a claim by the Lessee is submitted to Command or a claim by Government is presented to Lessee, the parties, by mutual consent, may agree to use ADR. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to employ in accordance with the ADRA, any claim, regardless

of amount, shall be accompanied by the certification described in paragraph 23.4.3 of this clause, and executed in accordance with paragraph 23.4.4 of this clause.

23.8 Government shall pay interest on the amount found due and unpaid by Government from (1) the date the Command receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Command initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the Command receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

23.9 Lessee shall proceed diligently with the performance of Lease, pending final resolution of any request for relief, claim, appeal or action arising under Lease, and comply with any decision of the Command.

24. COVENANT AGAINST CONTINGENT FEES:

Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to annul this Lease without liability or in its discretion, to require Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

25. LIENS:

Lessee shall promptly discharge or cause to be discharged any valid lien, right in rem, claim or demand of any kind, except one in favor of Government, which at any time may arise or exist with respect to the Leased Property or materials or equipment furnished therefor, or any part thereof, and if the same shall not be promptly discharged by Lessee, or should Lessee or sublessee be declared bankrupt or make an assignment on behalf of creditors, or should the Leasehold estate be taken by execution, Government reserves the right to take immediate possession without any liability to Lessee or any sublessee. Lessee and any sublessee shall be responsible for any costs incurred by Government in securing clear title to its property.

26. TAXES:

Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments and similar charges which, at any time during the term of this Lease, may be imposed upon Lessee with respect to Leased Premises. Title 10 United States Code, Section

2667(e) contains the consent of Congress to the taxation of Lessee's interest in Leased Premises, whether or not Leased Premises are in an area of exclusive federal jurisdiction. Should Congress consent to taxation of Government's interest in the property, this Lease will be renegotiated.

27. EASEMENTS AND RIGHTS OF WAY:

27.1 This Lease is subject to all outstanding easements and rights of way contained on the Real Estate Summary Map (attached and made a part of this lease as Exhibit "F") for location of any type of facility over, across, in and upon Leased Premises or any portion thereof and to the right of Government to grant such additional easements and rights of way over, across, in or upon Leased Premises, subject to the terms and conditions of the Agreement with prior written consent of Lessee, and as the Government shall determine to be in the public interest; provided that any such additional easement or right of way shall be conditioned on the assumption by the grantee thereof of liability to Lessee for such damages as Lessee shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. Such easements and rights of way shall include but not be limited to those for water, gas, electricity, telephone, sewer, pipelines, conduits and for any type of facility, including but not limited to those for communications, heating, cooling and power. There is hereby reserved to the holders of such easements and rights-of-way as are presently outstanding or which may hereafter be granted, to any workers officially engage in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and to any federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over Leased Premises as shall be necessary for the performance of their duties with regard to such facilities.

27.2 The Lessee shall not interfere with or otherwise disturb Government owned roads, structures, facilities, pipe-lines or conduits located on the Leased Premises and necessary for or related to ongoing Government remediation activities without the prior written consent of the Government. To the extent relocation of such items is required by Lessee, the Lessee may relocate such items at its own cost and expense in a manner satisfactory to the Government.

28. ADMINISTRATION:

Except as otherwise provided for under this Lease, Government shall, under the direction of the Naval Facilities Engineering Command, Southwest Division, have complete charge of the administration of this Lease, and shall exercise full supervision and general direction thereof insofar as the interests of Government are affected.

29. SURRENDER:

Upon the expiration of this Lease, unless such expiration occurs by reason of conveyance, or its prior termination, Lessee shall quietly and peacefully remove itself and its property from

Leased Premises and surrender the possession thereof to Government. Government may, in its discretion, declare any property that has not been removed from Leased Premises upon expiration or termination provided for above, as abandoned property upon an additional 30 calendar days notice.

30. **PAYMENT:**

All payments to Government required under this Lease shall be made by check payable to the Treasurer of the United States and delivered to Commander, Southwest Division, Naval Facilities Engineering Command, 1220 Pacific Highway, San Diego, CA 92132-5179.

31. **INTEREST:**

32.1 Notwithstanding any other provision of this Lease, unless paid within thirty (30) calendar days, all amounts that become payable by Lessee to Government under this Lease (net any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due. The rate of interest will be the Current Value of Funds rate published by the Secretary of Treasury pursuant to 31 U.S.C. 3717 (Debt Collection Act of 1982).

32.1.1 Amounts shall be due upon the earliest of:

32.1.1.1 the date fixed pursuant to this Lease,

32.1.1.2 the date of the first written demand for payment, consistent with this Lease and the requirement that Government provide reasonable documentation for all billings and assessments and other Government demands for payment, including demand consequent upon default termination,

32.1.1.3 the date of transmittal by Government to Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount,

32.1.1.4 if this Lease provides for revision of prices, the date of written notice to Lessee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by Lease supplement.

32. **AVAILABILITY OF FUNDS:**

Government's obligations under this Lease are subject to the availability of funds appropriated for such purposes. Nothing in this Lease shall be interpreted to require obligations or payments by Government which is in violation of the Anti-Deficiency Act (31 U.S.C 1341).

33. **APPLICABLE RULES AND REGULATIONS:**

Lessee shall comply with all federal, state and local laws, regulations and standards that are applicable or may become applicable to Lessee's or any sublessee activities on Leased Premises. These include, but are not limited to, laws and regulations on the environment, construction of facilities, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. Lessee and any sublessee are responsible for obtaining and paying for permits required for its operations under the Lease.

34. **QUIET POSSESSION:**

Government covenants and agrees that Lessee, upon paying the rent and all other charges hereunder provided for and observing and keeping all covenants, agreements, and conditions of this Lease on its part to be observed and kept, shall quietly have and enjoy Leased Premises during the term of this Lease without hindrance or molestation by anyone claiming by or through Government, subject, however, to the exceptions, reservations and conditions of this Lease.

35. **GOVERNMENT APPROVAL:**

Whenever Government approval or consent is required by this Lease, such approval or consent shall not be unreasonably withheld or delayed.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the date first above written.

THE UNITED STATES OF AMERICA,
Acting by and through the Department of the Navy

By: _____
WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated: _____

CITY OF TUSTIN

By: _____
WILLIAM A. HUSTON
City Manager

Attest:

By: _____
Pamela Stoker
City Clerk

Approved as to form:

By: _____
Lois Jeffrey, Esq.
City Attorney

PARCEL 40
(OBSCURED BY
BOUNDARY LINES)

CO-11

CO-5

CO-7

CO-8

CO-6

CO-10

CO-3

CO-4

CO-9

CO-1

CO-2

PARCEL 40
(OBSCURED BY
BOUNDARY LINES)

LEGEND

- GOVERNMENT PROPERTY LINE
- ROAD
- BUILDING OR STRUCTURE
- PARCEL BOUNDARY
- 27 PARCEL NUMBER
- CARVE-OUT AREA
- LEASED AREAS

N

1200 0 1200 Feet

LIFOC Exhibit A

Marine Corps Air Station Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 5/6/02
File No.: 187L8767
Job No.: 22214-187
Rev No.: D

EXECUTIVE SUMMARY

This Basewide Environmental Baseline Survey (EBS) Report for Marine Corps Air Station (MCAS) Tustin, California, describes the environmental condition of the station relative to the presence of hazardous substances and petroleum products. This document has been prepared by Bechtel National, Inc., on behalf of the United States Department of the Navy, Southwest Division Naval Facilities Engineering Command, in accordance with Contract Task Order-0085, issued under the Comprehensive Long-Term Environmental Action Navy II Program Contract No. N68711-92-D-4670. This report is intended to serve as a reference document for the Department of the Navy, which is responsible for all real estate transfers and lease determinations.

Information (text, figures, tables, and appendices) provided in this document is updated through 31 December 2000. However, because environmental restoration and site closure activities at MCAS Tustin are ongoing, the closure status of remaining sites may change monthly as fieldwork and closure documents for sites are completed and approved. Further, since the issuance of the draft Basewide EBS Report in June 1998 (BNI 1998a), parcel designations and proposed uses for the base property have been revised to follow the Specific Plan/Reuse Plan Errata for MCAS Tustin issued in September 1998 (City of Tustin 1998). Evaluations of the selected reuse alternatives are presented in the final Environmental Impact Statement/ Environmental Impact Report issued in December 1999 (DON 1999a). The Environmental Impact Report portion of that document was certified by the Tustin City Council on 16 January 2001. Also, in 1999, Parcel 3 was leased to the city of Tustin.

Department of Defense and Department of the Navy policy and guidance documents, along with currently available information generated from on-site investigations, visual inspections, personnel interviews, regulatory records searches, aerial photograph reviews, reviews of data for adjacent properties, and chain-of-title searches, are the basis for this report. This Basewide EBS Report supplements the April 1994 MCAS Tustin EBS for the Community Environmental Response Facilitation Act of 1992 Report (JEG 1994) and the April 1997 MCAS Tustin EBS for Parcels 6, 8B, 8C, 11A, 33, 38, 39, 41A, and 41B (BNI 1997a).

MCAS Tustin was closed in July 1999 in accordance with the Base Closure and Realignment Act. A Federal Facility Site Remediation Agreement between the Department of the Navy and the California Environmental Protection Agency Department of Toxic Substances Control (DTSC), was signed in August 1999. This legal agreement defines the Department of the Navy's corrective action and response action obligations under the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) for the 16 Installation Restoration Program (IRP) sites and 288 areas of concern (AOCs) that have been identified at MCAS Tustin. The final Site Management Plan (BNI 2000a) and the subsequent Site Management Plan–2000 Update (BNI 2000b) establish schedules and deadlines for remaining environmental restoration activities and reports.

This Basewide EBS Report describes completed and planned environmental investigation and closure activities at MCAS Tustin to support reuse. Since 1993, the Base Realignment and Closure (BRAC) Cleanup Team has coordinated cleanup and closure activities at MCAS Tustin. This team consists of representatives from the Department of the Navy, the United States

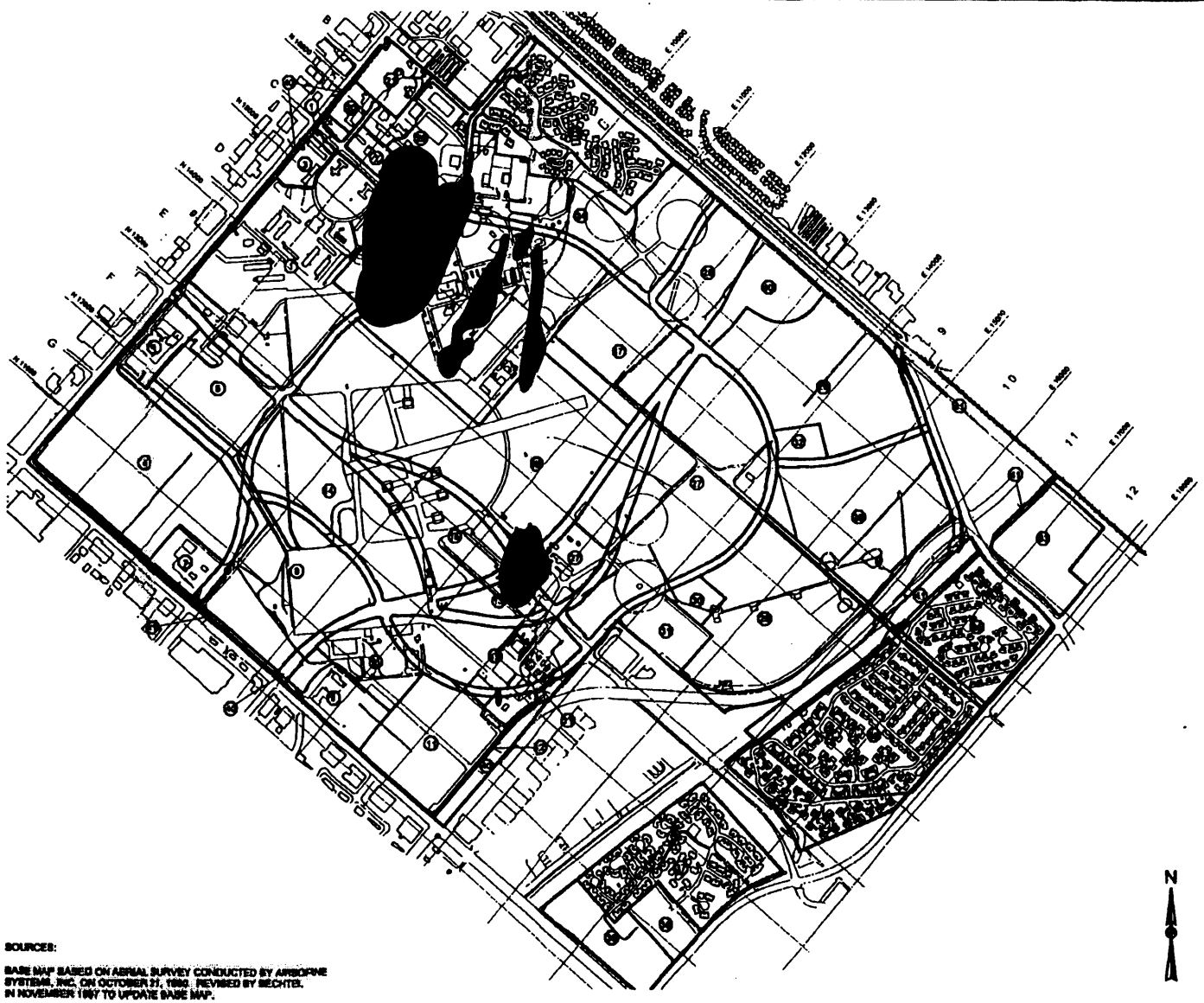
Environmental Protection Agency, the California Regional Water Quality Control Board (RWQCB) Santa Ana Region, and DTSC.

The BRAC Cleanup Plan Guidebook (DoD 1996a) provides the BRAC Cleanup Team with direction as to the classification of base property into one of seven area types in order to facilitate and support reuse and transfer. At MCAS Tustin, individual IRP sites, AOCs, underground storage tanks, and aboveground storage tanks are given area-type designations. The area types are ranked in order of their suitability to transfer, with Area Types 1 through 4 being suitable for transfer by deed and Area Types 5 and 6 being unsuitable for transfer by deed until all remedial actions have been completed or a remedy has been successfully demonstrated. Areas classified as Area Type 7 either are not evaluated or require further evaluation in order to classify them into one of the other area types.

The seven area types, as defined in the BRAC Cleanup Plan Guidebook, are as follows.

- **Area Type 1.** Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).
- **Area Type 2.** Areas where only release or disposal of petroleum products has occurred.
- **Area Type 3.** Areas where release of hazardous substances has occurred but at concentrations that do not require a removal or remedial action.
- **Area Type 4.** Areas where release of hazardous substances has occurred, and all remedial actions necessary to protect human health and the environment have been taken.
- **Area Type 5.** Areas where release of hazardous substances has occurred, and removal or remedial actions are underway, but all required remedial actions have not yet been taken.
- **Area Type 6.** Areas where release of hazardous substances has occurred, but required actions have not yet been implemented.
- **Area Type 7.** Areas that are not evaluated or require additional evaluation.

Figures ES-1 (soil) and ES-2 (groundwater) illustrate the environmental condition of the MCAS Tustin property based on information available as of 31 December 2000. Most of the area types for sites are those initially recommended in the EBS for Community Environmental Response Facilitation Act Report (JEG 1994); however, some area types have been revised because new data became available or regulatory concurrence for no further action (NFA) was received. Additional AOCs have also been identified at the base during subsequent investigations.



LEGEND

- GOVERNMENT PROPERTY LINE
- EXISTING ROAD OR PAVED AREA
- BUILDING OR STRUCTURE
- RAILROAD
- ① PARCEL NUMBER
- PARCEL BOUNDARY

TYPE 1:
AREAS WHERE NO RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES OR PETROLEUM PRODUCTS HAS OCCURRED (INCLUDING NO MIGRATION OF THESE SUBSTANCES FROM ADJACENT AREAS).

TYPE 2:
AREAS WHERE ONLY RELEASE OR DISPOSAL OF PETROLEUM PRODUCTS HAS OCCURRED.

TYPE 3:
AREAS WHERE RELEASE OF HAZARDOUS SUBSTANCES HAS OCCURRED, BUT AT CONCENTRATIONS THAT DO NOT REQUIRE A REMOVAL OR REMEDIAL ACTION.

TYPE 4:
AREAS WHERE RELEASE OF HAZARDOUS SUBSTANCES HAS OCCURRED, AND ALL REMEDIAL ACTIONS NECESSARY TO PROTECT HUMAN HEALTH AND THE ENVIRONMENT HAVE BEEN TAKEN.

TYPE 5:
AREAS WHERE RELEASE OF HAZARDOUS SUBSTANCES HAS OCCURRED, AND REMOVAL ACTIONS ARE UNDERWAY, BUT ALL REQUIRED REMEDIAL ACTIONS HAVE NOT YET BEEN TAKEN.

TYPE 6:
AREAS WHERE RELEASE OF HAZARDOUS SUBSTANCES HAS OCCURRED, BUT REQUIRED ACTIONS HAVE NOT YET BEEN IMPLEMENTED.

TYPE 7:
AREAS THAT ARE NOT EVALUATED OR REQUIRE ADDITIONAL EVALUATION.

NOTES:

LOCATIONS ARE APPROXIMATE.

AREA TYPES BASED ON RESTORATION AND COMPLIANCE PROGRAM ACTIVITIES CONDUCTED AS OF 31 DECEMBER 2000.

THE FOOTPRINT OF THE GROUNDWATER PLUMES PRESENTED HERE REPRESENT THEIR COMBINED EXTENT WITHIN THE FIRST AND SECOND WATER-BEARING ZONES.

1200 0 1200 Feet

N

SOURCES:

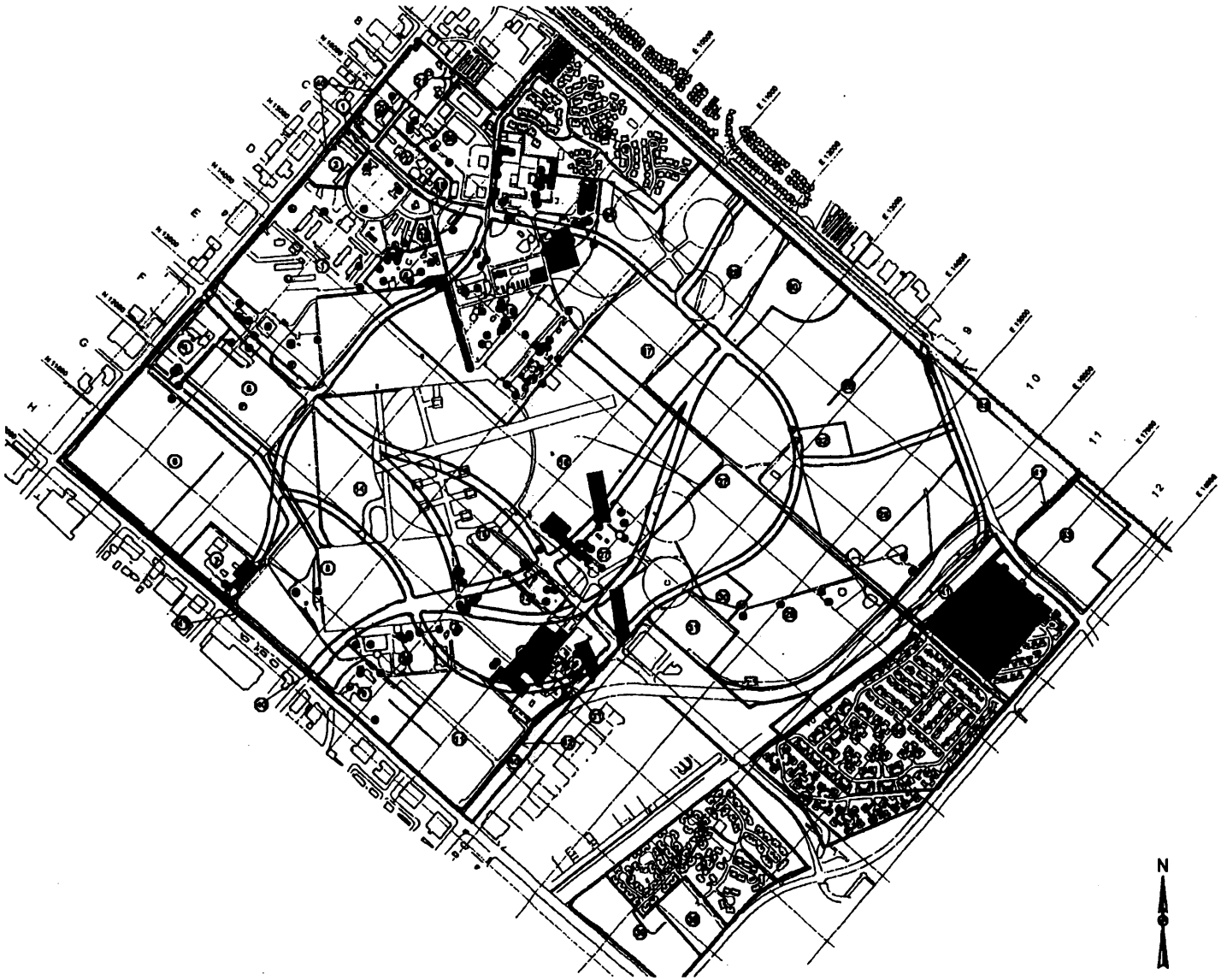
BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 31, 1998. REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

Basewide Environmental Baseline Survey
Figure ES-2
Environmental Condition of the Property - Groundwater

Marine Corps Air Station Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 3/26/01
File No.: 085L4412
Job No.: 22314-085
Rev No.: A



LEGEND

- GOVERNMENT PROPERTY LINE
- EXISTING ROAD OR PAVED AREA
- BUILDING OR STRUCTURE
- RAILROAD
- ① PARCEL NUMBER
- PARCEL BOUNDARY

TYPE 1:
AREAS WHERE NO RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES OR PETROLEUM PRODUCTS HAS OCCURRED (INCLUDING NO MIGRATION OF THESE SUBSTANCES FROM ADJACENT AREAS).

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AREAS WHERE ONLY RELEASE OR DISPOSAL OF PETROLEUM PRODUCTS HAS OCCURRED.

TYPE 3:
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TYPE 4:
AREAS WHERE RELEASE OF HAZARDOUS SUBSTANCES HAS OCCURRED, AND ALL REMEDIAL ACTIONS NECESSARY TO PROTECT HUMAN HEALTH AND THE ENVIRONMENT HAVE BEEN TAKEN.

TYPE 5:
AREAS WHERE RELEASE OF HAZARDOUS SUBSTANCES HAS OCCURRED, AND REMOVAL ACTIONS ARE UNDERWAY, BUT ALL REQUIRED REMEDIAL ACTIONS HAVE NOT YET BEEN TAKEN.

TYPE 6:
AREAS WHERE RELEASE OF HAZARDOUS SUBSTANCES HAS OCCURRED, BUT REQUIRED ACTIONS HAVE NOT YET BEEN IMPLEMENTED.

TYPE 7:
AREAS THAT ARE NOT EVALUATED OR REQUIRE ADDITIONAL EVALUATION.

NOTES:

LOCATIONS ARE APPROXIMATE.

SOURCES:

AREA TYPES BASED ON RESTORATION AND COMPLIANCE PROGRAM ACTIVITIES CONDUCTED AS OF 31 DECEMBER 2000.

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21, 1998. REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

1200 0 1200 Feet

N

Basewide Environmental Baseline Survey

Figure ES-1

Environmental Condition of the Property - Soil

Marine Corps Air Station Tustin, California

Bechtel National, Inc.

CLEAN II Program

Date: 2/28/01
File No.: 0052.4315
Job No.: 22314-005
Rev No.: A

Significant progress has been made in the environmental restoration and closure of sites at MCAS Tustin. As shown in Figure ES-1, a large portion of the base is suitable for transfer at this time. Of the 288 AOCs identified at MCAS Tustin, 211 (73 percent) have received regulatory concurrence for NFA and 44 (15 percent) are recommended for NFA. Of the 126 underground storage tank sites, 101 (80 percent) have received regulatory concurrence for NFA and 5 (4 percent) are recommended for NFA. Of the 25 aboveground storage tank sites identified, 11 (44 percent) have received regulatory concurrence for NFA, and 9 (36 percent) are recommended for NFA. Closure activities are continuing for the remaining AOC, underground storage tank, and aboveground storage tank sites, and it is estimated that field activities for most of the non-IRP sites will be completed during 2001.

Underground Storage Tank Site 222, an RWQCB site undergoing petroleum corrective action, is the most significant of the non-IRP sites remaining to be closed. A supplemental hydrogeological characterization of the methyl tert-butyl ether (MTBE) groundwater plume is currently being completed in preparation for interim corrective action. A Petroleum Corrective Action Program Interim Work Plan for an interim MTBE groundwater extraction/treatment system is scheduled for issuance in April 2001. Interim corrective action will focus on extracting and treating MTBE hot spots in groundwater using advanced oxidation (HiperOxidation), the recommended MTBE treatment alternative. Potential long-term corrective actions for the MTBE plume will be developed and evaluated later in 2001.

Of the 16 areas initially identified as potential IRP sites at MCAS Tustin, three, IRP-2, -9 (A and B), and -15, have received BRAC Cleanup Team concurrence for NFA. IRP-13E, one third of site IRP-13, has also received concurrence for NFA. Former IRP-7 (redesignated AOC MFL-1) was transferred from the CERCLA IRP for a petroleum corrective action under RWQCB and subsequently received concurrence for NFA. IRP-4, -10, and -14 were also transferred out of the IRP and redesignated AOCs MMS-3, -4, and –5, respectively. MMS-3 subsequently received concurrence for NFA under the Resource Conservation and Recovery Act. MMS-4 and -5 have been included with IRP-5, -6, -8, -11, -13W, and -16 in Operable Unit (OU)-4 and will be closed under CERCLA once a focused feasibility study has been completed to evaluate the need for remedial action at these sites.

A feasibility study has been completed for IRP-1 (OU-3). Based on recommendations in the OU-3 Feasibility Study Report, institutional controls (e.g., deed restrictions), containment wall maintenance, and long-term groundwater monitoring were identified as the preferred remedial alternative in the revised draft OU-3 Record of Decision/Remedial Action Plan issued in February 1999. The containment wall and groundwater monitoring network are already in place. A draft final Record of Decision/Remedial Action Plan for OU-3, containing institutional controls language, was issued in April 2000. Institutional controls, land-use covenant issues, and the DTSC California Environmental Quality Act evaluation are the only outstanding issues that require resolution before the OU-3 Record of Decision/Remedial Action Plan can be finalized.

An OU-1 Feasibility Study Report was also prepared for IRP-3, -12, and -13S. However, subsequent to issuance of a draft final version of the OU-1 Feasibility Study Report in February 2000, this operable unit was subdivided into OU-1A (IRP-13S) and OU-1B (IRP-3 and -12). As a result, a revised draft final OU-1B Feasibility Study Report will be issued in Spring 2001, and

final remedy selection and remedial action will proceed at IRP-3 and -12, while the impact of a commingled MTBE plume on potential remedies for IRP-13S are evaluated further. OU-1A will proceed on a separate track through the feasibility study, record of decision, and remedial action process.

Although long-term remedial alternatives will be implemented for some of the IRP sites, transfer of property in accordance with CERCLA Section 120(h)(3)(B) can occur sooner if the construction and installation of an approved remedial design has been completed, and the selected remedy has been demonstrated to be operating properly and successfully. The completion of final remedial design plans for OU-1B and OU-4 is currently scheduled for 2003, final remedial design for OU-1A is scheduled for completion in 2004 , and long-term monitoring activities may continue through 2034.

Finding of Suitability to Lease for Southern Parcels Carve-Out Areas 1, 2, 3, and 4

Marine Corps Air Station
Tustin, California

28 February 2002

Prepared for:

The Department of the Navy
Southwest Division
Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, CA 92132

Prepared by:

CDM Federal Programs Corporation
3760 Convoy Street, Suite 210
San Diego, CA 92111

FINDING OF SUITABILITY TO LEASE FOR SOUTHERN PARCELS CARVE OUT AREAS 1, 2, 3, AND 4

MARINE CORPS AIR STATION TUSTIN, CALIFORNIA

28 FEBRUARY 2002

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5 IRP Sites Within the Southern Parcels Carve-Out Areas

6 AOCs Within the Southern Parcels Carve-Out Areas

7 Former USTs and ASTs Within the Southern Parcels Carve-Out Areas

8 Monitoring Wells Within the Southern Parcels Carve-Out Areas

9 Decision Tree for Asbestos-Containing Material Surveys

ATTACHMENTS

1 References

2 No Further Action Regulatory Concurrence Letters for AOCs, USTs, and ASTs Within the Southern Parcels Carve-Out Areas

3 Lease Restriction Revision Form

4 Hazardous Substance and UST/AST Substance Notification Tables

5 Comments/Response to Comments

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ACRONYMS/ABBREVIATIONS

ACM	asbestos-containing material
AOC	area of concern
AST	aboveground storage tank
BCT	BRAC Cleanup Team
BNI	Bechtel National Inc.
BRAC	base realignment and closure
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CO	carve out
COC	chemical of concern
COPC	chemical of potential concern
DCE	dichloroethene
DCP	dichloropropane
DoD	(United States) Department of Defense
DON	(United States) Department of the Navy
DTSC	(California Environmental Protection Agency) Department of Toxic Substances Control
EBS	environmental baseline survey
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
ESI	expanded site inspection
FAD	friable, accessible, and damaged
FFSRA	Federal Facility Site Remediation Agreement
FOSL	finding of suitability to lease
FOST	finding of suitability to transfer
FS	feasibility study
HI	hazard index
HRA	historical radiological assessment
IRP	Installation Restoration Program
JEG	Jacobs Engineering Group
LBP	lead-based paint

ACRONYMS/ABBREVIATIONS (continued)

LIFOC	lease in furtherance of conveyance
µg/L	micrograms per liter
MCAS	Marine Corps Air Station
MCL	maximum contaminant level
NEPA	National Environmental Policy Act
NFA	no further action
OU	operable unit
PA	preliminary assessment
PAH	polynuclear aromatic hydrocarbon
PCB	polychlorinated biphenyl
pCi/L	picocuries per liter
ppm	parts per million
PWC	(Navy) Public Works Center
RCRA	Resource Conservation and Recovery Act
RI	remedial investigation
ROD	Record of Decision
RWQCB	Regional Water Quality Control Board
SI	site inspection
U.S. EPA	United States Environmental Protection Agency
UST	underground storage tank
VOC	volatile organic compound

FINDING OF SUITABILITY TO LEASE
FOR SOUTHERN PARCELS CARVE-OUT AREAS 1, 2, 3, AND 4
MARINE CORPS AIR STATION TUSTIN, CALIFORNIA

1.0 PURPOSE

The purpose of this Finding of Suitability to Lease (FOSL) is to document environmentally related findings that support the conclusion that four areas in the southern portion of Marine Corps Air Station (MCAS) Tustin, California, are suitable to lease through a lease in furtherance of conveyance (LIFOC) and may be used in accordance with the terms of the lease with acceptable risk to human health and the environment.

The four areas addressed in this FOSL and proposed for a LIFOC at MCAS Tustin are Installation Restoration Program (IRP) Site 5S(b) carved from Parcels 11, 12, and 40; IRP Site 6 carved from Parcels 11, 12, 40, and 42; IRP Site 8 carved from Parcels 6, 7, 8, and 40; and the Arsenic Area of Concern (AOC) carved from Parcels 12 and 40. AOCs are investigated for possible contamination by collecting data from on-site investigations, visual inspections, personnel interviews, regulatory record searches, aerial photograph reviews, reviews of data for adjacent properties, and chain-of-title searches. The four carve-out (CO) areas pertaining to this document are referred to as "CO-1" (IRP-5S[b]), "CO-2" (IRP-6 and buffer zone), "CO-3" (IRP-8 and buffer zone), and "CO-4" (Arsenic AOC). The CO areas include buffer zones to allow for the protection of human health during ongoing cleanup and investigation activities. These sites and buffer zones constitute the Southern Parcels CO Areas.

A Finding of Suitability to Transfer (FOST) was prepared with this FOSL to convey the portions of Parcels 6, 7, 8, 11, 12, and 42 that are not carved out and selected non-CO areas of Parcels 40. Several other parcels (4, 5, 10, 14, 25, 26, 30 through 33, 37, and portions of 41) that were not carved out are also addressed in the FOST. This FOST, known as FOST 2, was finalized on September 28, 2001.

The CO areas are being excluded from the parcel conveyances because of an ongoing evaluation of impacted groundwater beneath IRP-6, and IRP-8 and continued evaluation of the IRP-5S(b) and Arsenic AOC. It is the United States Department of the Navy's (DON's) intent that these CO areas be included in a separate FOST or similar document and be transferred once these areas have been determined to be suitable for transfer. It is anticipated that the CO property will be conveyed for commercial/business use.

Because the lease supported by this FOSL is in furtherance of conveyance, it will be in effect until the property is found suitable for transfer by deed under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the property is transferred by deed. The terms of the lease will be identified in the lease document. In the case where the

transferee requests to have the parcels transferred prior to the completion of the environmental cleanup mentioned in this FOSL, a Finding of Suitability for Early Transfer (FOSET) will be prepared for the appropriate parcels.

This FOSL was prepared in accordance with United States Department of Defense (DoD) guidance documents, including the DoD Policy on the Environmental Review Process to Reach a Finding of Suitability to Lease (DoD 1996a), which requires that a FOSL be based on an environmental baseline survey (EBS) that encompasses the property to be leased. This FOSL, including tables and figures, is based on the final Basewide EBS for MCAS Tustin Report (BNI 2001) as well as information contained in the documents listed in Attachment 1. These documents include the final MCAS Tustin Business Plan (DON 2001), which provides updated information through 31 December 2000 and schedules for planned environmental activities at the base. IRP site designations in this FOSL are consistent with those presented in the final EBS Report. Building designations and uses and parcel numbers match those presented in the final EBS Report and are consistent with those presented in the final MCAS Tustin Specific Plan/Reuse Plan Errata (Reuse Plan) (City of Tustin 1998). Earlier environmental documents may contain different parcel designations.

The MCAS Tustin environmental documents are available from the information repository located within the government document section of the main library of the University of California at Irvine.

2.0 PROPERTY DESCRIPTION

MCAS Tustin is located in southern California near the center of Orange County, approximately 40 miles south of downtown Los Angeles (Figure 1). The installation encompasses approximately 1,600 acres of land. The majority of MCAS Tustin is located within the city of Tustin; about 95 acres in the southeast corner of the base are within the city of Irvine. The base is bordered by the cities of Tustin, Irvine, and Santa Ana.

MCAS Tustin was commissioned in 1942 as a DON lighter-than-air base. The installation was used to support observation blimps and personnel conducting antisubmarine patrols off the coast of southern California during World War II. In 1949, the base was officially decommissioned as an active facility because of the diminished need for blimp patrols. However, in 1951, the base was reactivated to support helicopter operations for the Korean conflict and was renamed the "Marine Corps Air Station (Helicopter) Santa Ana." In 1978, the installation name was changed to "MCAS (H) Tustin" to reflect its annexation by the city of Tustin. In 1986, the installation was renamed "MCAS Tustin."

MCAS Tustin was operationally closed on 02 July 1999 in accordance with the Defense Base Closure and Realignment Act of 1990. Currently, the majority of

the buildings are unoccupied, and the primary activities at the installation are maintenance and environmental cleanup.

The four CO areas addressed in this FOSL together comprise about 17 acres of property located in the southern and southeastern portions of MCAS Tustin (Figure 2). The purpose of the CO areas is to establish boundaries wherein restrictions can be imposed to control subsurface excavation, prevent extraction and use of contaminated groundwater, prevent interference during investigation activities, allow access for monitoring and remedial activities, and prevent interference with the operation of any remediation system that may be installed on the property in the future.

Approximate CO area boundaries are shown in Figure 2. Features located within the areas include:

- 14 buildings/structures (Figures 3 and 4) (a substation owned and operated by Southern California Edison is also located within the CO area boundaries);
- 3 IRP sites, including IRP-5S(b), IRP-6, and IRP-8 (Figure 5);
- 18 AOCs (which have all received regulatory concurrence for no further action [NFA] see Table 4), and the Arsenic AOC (Figure 6);
- 2 former underground storage tanks (USTs) and 3 former aboveground storage tanks (ASTs) (which have all received regulatory concurrence for NFA) (Figure 7); and
- 5 active monitoring wells (Figure 8).

Information concerning the former use of the buildings and structures is in Table 1. Asbestos-containing material (ACM) and polychlorinated biphenyl (PCB) surveys were conducted in many of the buildings; survey results are summarized in Tables 2 and 3, respectively. No housing exists within the Southern Parcels CO areas. Non-residential structures have not been surveyed by DON (see Section 4.2). Summary information for the AOCs is in Table 4. Summary information for the former USTs and ASTs is in Table 5. Groundwater monitoring wells located within the CO areas are listed in Table 6.

3.0 ENVIRONMENTAL CONDITION OF THE PROPERTY

The environmental restoration, environmental planning, and compliance programs at MCAS Tustin have been defined and are being implemented pursuant to the following regulatory mechanisms:

- CERCLA, as amended by the Superfund Amendments and Reauthorization Act and the Community Environmental Response Facilitation Act

- Resource Conservation and Recovery Act (RCRA)
- National Environmental Policy Act (NEPA)
- California Environmental Quality Act (CEQA) (as applied to City's EIR)
- Petroleum Corrective Action Program
- California Health and Safety Code

DON is the lead federal agency regarding environmental restoration at MCAS Tustin, and the California Environmental Protection Agency Department of Toxic Substances Control (DTSC) is the lead regulatory agency providing oversight. MCAS Tustin is not listed on the National Priorities List. A Federal Facility Site Remediation Agreement (FFSRA) between DON and DTSC for MCAS Tustin was signed on 18 August 1999. The FFSRA defines DON's corrective action and response obligations under RCRA and CERCLA.

Since 1993, the Base Realignment and Closure (BRAC) Cleanup Team (BCT) has coordinated cleanup and closure activities at MCAS Tustin. The BCT consists of representatives from DON, the United States Environmental Protection Agency (U.S. EPA), the Santa Ana Regional Water Quality Control Board (RWQCB), and DTSC. These agencies reviewed and commented on the required documents included in Attachment 1.

Potential environmental impacts pertaining to the disposal and reuse of MCAS Tustin were addressed in the final Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) (DON 1999) and were disclosed to agencies and the public for comment and review in compliance with the requirements of NEPA and CEQA. The EIS/EIR was prepared through the joint effort of DON (EIS) and the city of Tustin (EIR). DON prepared a NEPA Record of Decision (ROD) to document the selected proposed alternative for reuse at each of the parcels discussed in the EIS/EIR. The NEPA ROD was executed on 02 March 2001 (DON 2001a).

3.1 Area Types

The BRAC Cleanup Plan Guidebook (DoD 1996b) provides BCT with direction to classify base property into one of seven area types in order to facilitate and support reuse and transfer (Table 7). The area types are ranked in order of their suitability for transfer, with Area Types 1 through 4 being suitable for transfer by deed and Area Types 5 and 6 being unsuitable for transfer by deed until all remedial actions have been completed or after the remedy has been demonstrated to be operating properly and successfully. Area Types 5 and 6 may be reclassified as suitable for transfer after required remedial actions are completed and NFA concurrence has been received from BCT. Areas classified

as Area Type 7 are either unevaluated or require further evaluation in order to classify them into one of the other area types.

Where AOCs, USTs, or ASTs (classified as Area Types 1 through 4) lie within the boundaries of an Area Type 5 or 6 IRP site, the area-type designation depicts the environmental conditions associated with the AOC, UST, or AST rather than that of the IRP site. The AOCs in the CO areas, (except the Arsenic AOC [CO-4]), are designated as Area Types 1 through 4 (Table 4). The Arsenic AOC is designated as an Area Type 7. The Arsenic AOC requires study of the surface soil to evaluate elevated arsenic levels within the CO area and will be addressed in a preliminary assessment (PA).

The CO areas contain three IRP sites (IRP-5S[b], IRP-6, and IRP-8). All three sites are Area Type 6. IRP-6 and IRP-8 have NFA recommendations for soil, but are still under investigation for volatile organic compounds (VOCs) in groundwater. This VOC-contaminated groundwater plume is being addressed in the focused feasibility study (FS) Report currently being prepared for Operable Unit (OU)-4. IRP-5S(b) has an NFA recommendation for soil and groundwater, but is included in the OU-4 FS because it is one of three sites that comprise IRP-5. Further investigation of IRP-6 and IRP-8 and closure of IRP-5S(b) are anticipated when the Record of Decision (ROD) for OU-4 is completed.

Nineteen identified AOCs are within the CO area property (Figure 6). All, except the Arsenic AOC, have received regulatory concurrence for NFA. Regulatory NFA concurrence signature pages for the AOCs are included in Attachment 2. The Arsenic AOC is currently being evaluated (Table 4).

Two USTs (251 and 252) and three ASTs (558A, 558B, and 568) were formerly located within the CO areas. All USTs and ASTs have been removed and have received regulatory concurrence for NFA. The designated area types for the AOCs, USTs, and ASTs are noted in Tables 4 and 5.

The AOC locations are shown on Figure 6, and the former UST and AST locations are shown on Figure 7. Environmental conditions are described below for the CO areas.

3.2 Carve-Out Areas

The purpose of the CO areas is to identify limited areas where restrictions are needed to prevent human exposure to potential contaminants while remedial action and ongoing investigations are being conducted. The approximate acreage of CO-1, CO-2, CO-3, and CO-4 are about 1 acre, 6 acres, 4 acres, and 6 acres, respectively.

CO-1 includes IRP Site 5S(b) that has been recommended for NFA for soil and groundwater in the remedial investigation (RI). However, since IRP Site 5S(b) is a portion of IRP Site 5, closure of this site will not occur until the ROD for OU-4

is completed. Since there is no further action required based on sampling results in the RI for IRP Site 5S(b), a buffer zone beyond the site boundary is not necessary.

The boundaries of CO-2 and CO-3 are the same as the boundaries of the IRP-6 and IRP-8 sites, respectively, plus buffer zones extending past the IRP site boundaries. Groundwater contamination plumes associated with these sites are currently being evaluated in the FS for OU-4. Buffer zones were developed for these carve-out areas by using the site boundaries and the areas potentially to be covered by institutional controls based on the FS for OU-4. These buffer zones may allow activities to be conducted at the buildings since the institutional controls are for groundwater. The CO-2 buffer zone is 200 feet around the estimated IRP-6 plume boundaries plus an area on the southern corner to accommodate potential downgradient plume migration and future groundwater monitoring (Figure 2). The CO-3 buffer zone extends 200 feet around the IRP-8 plume.

The arsenic AOC (CO-4) boundary was based on elevated concentrations of arsenic detected in previous soil samples. Since there is not a large distribution of previous samples at this site, the buffer zone was extended to account for a larger than anticipated distribution of arsenic at the site. Legal boundaries of the site will be provided in the lease documentation. Boundaries may be redefined based on additional investigations conducted prior to lease.

Restrictions will be used to control subsurface excavation, prevent extraction and use of contaminated groundwater, prevent inhalation of contaminated indoor air, prevent interference with ongoing investigation, allow access for monitoring and remedial activities, and prevent interference with the operation of remediation systems that may be installed at the sites in the future.

Following are discussions of IRP-5S(b), IRP-6, IRP-8, and the Arsenic AOC.

3.2.1 IRP-5S(b) (Carve-Out-1)

IRP-5S(b), Drainage Area No. 1 South (Figure 5), consists of an unlined drainage ditch located in the northeast corner of Parcel 11, the eastern side of Parcel 12, and a small portion of Parcel 40. From 1956 to 1983, the ditch may have received a variety of wastes disposed in floor drains from Buildings 28 and 29 as well as runoff from other potential contaminant source areas.

IRP-5S(b) is one of three sites that comprise IRP-5. IRP-5S(b) was evaluated during the site inspection (SI) conducted in 1991 (JEG 1993) and during the RI of OU-1 and OU-2 (BNI 1997). Results from sediment, soil, and surface water sampling at IRP-5S(b) indicated the presence of petroleum hydrocarbons, semivolatile organic compounds, and metals at levels above background in some of the sediment samples. Petroleum hydrocarbons were also detected in soil. No

groundwater contaminants were detected above maximum contaminant levels (MCLs).

A recreational risk assessment was initially conducted during the RI for OU-1 and OU-2 (BNI 1997) since IRP-5 was classified as a jurisdictional wetland by the U.S. Army Corps of Engineers and future residential development of IRP-5 was not considered likely. The RI recommended NFA for both soil and groundwater at IRP-5S(b). At the request of the City of Tustin, a residential-scenario human-health risk assessment was subsequently conducted in order to support the possible reuse of the IRP-5 area as residential. Results from both the recreational and residential risk assessments are provided in the draft FS for OU-4 and will be used to support recommendations in the ROD. Since IRP-5S(b) is a portion of IRP-5, closure of this site will not occur until the ROD for OU-4 is completed.

3.2.2 IRP-6 (Carve-Out-2)

IRP-6, the Paint Locker and Drum Storage Area (Figure 5), was operated from 1972 to 1981 and is located in the northern portion of Parcel 11, the southern portion of Parcel 12, and a portion of Parcel 40. Subsequent to this area being used for storage, Building 250 was constructed and was used as a receiving and distribution center for base supplies. The Initial Assessment Survey (IAS) conducted at the base reported that an estimated 53 gallons of wastes was released to the soil from an average of 100 drums stored at any given time (Brown and Caldwell 1985). Additionally, an estimated 225 gallons of a solution called Alodine™ containing chromic acid, cyanide, and fluoride was disposed at the site.

The soil and groundwater in and around this site were investigated during the Extended Site Inspection (ESI). Soil samples included detections of VOCs, PAH compounds, and metals. The predominant chemical of potential concern for groundwater was 1,1-dichloroethene (DCE). Soil and groundwater were further evaluated in the Remedial Investigation (RI). Based on the results of the RI evaluations, no further action was recommended for soil and groundwater at IRP-6.

Subsequent to the RI, DON collected additional groundwater data at IRP-6. Maximum 1,1-DCE concentrations were two to three times greater than the ESI sample results and exceeded both the state and federal MCLs for drinking water. The results of the study delineated the horizontal and vertical extent of groundwater contamination at the site and are being incorporated into the focused FS Report for OU-4. The approximate location of the groundwater plume containing 1,1-DCE is shown on Figure 5. Based on these data, DON determined that groundwater at the site should be evaluated as part of the same focused FS for OU-4 that also includes IRP-5S(b) and IRP-8.

3.2.3 IRP-8 (Carve-Out-3)

IRP-8, Drainage Area No. 2 (Figure 5), is located in the eastern portion of Parcel 7 and in a portion of Parcel 40. No. 2 diesel fuel from this area, used to supply power generators, was reportedly spilled or leaked to a nearby unlined storm drainage ditch from 1976 to 1984.

Soil gas, soil, and groundwater samples were collected at the site during the SI and ESI. The predominant chemicals reported at the site were VOCs, PAHs, and metals. Some VOC concentrations were found to exceed MCLs for drinking water. The primary chemical of potential concern for IRP-8 identified during the ESI was 1,2-dichloropropane in groundwater. Groundwater at IRP-8 was further evaluated during the RI. Based on the results of the RI evaluations, no further action was recommended for soil and groundwater at IRP-8.

Subsequent to the RI, DON reviewed the groundwater data for IRP-8 and determined that groundwater at the site should be evaluated further because the maximum concentration of 1,2-DCP exceeded MCLs for drinking water. The evaluation is being performed by means of the same focused FS for OU-4 that includes IRP-5S(b) and IRP-6.

3.2.4 Arsenic Area of Concern (Carve-Out-4)

The Arsenic AOC was identified during investigations at three AOCs (ST-86, ST-88, and MAE-03) located in the southeastern portion of the base. Sampling was conducted at the three AOCs to detect any COCs associated with the historical activities conducted at these sites. During the confirmation sampling phase of the remedial actions for these sites, elevated levels of arsenic were detected in the surface soil that exceeded the predetermined arsenic background level of 17.5 milligrams per kilogram. Arsenic is not considered a COC for any of the three sites; therefore, a new AOC (the Arsenic AOC) was established to investigate the potential source of the arsenic in the surface soil in the area.

A PA of the Arsenic AOC is currently being conducted. The PA will include assessing potential sources by investigating historical activities in the area. Based on the results of the initial assessment, sampling will be conducted to supplement the arsenic results from previous investigations in the area. After additional arsenic data are collected, a risk assessment will be conducted to determine whether further action is required at the site.

The boundary of the CO area is that of the Arsenic AOC, which contains areas where elevated levels of arsenic have been detected and an adequate buffer zone to complete the investigation at the site. The elevated levels of arsenic have been detected in the northeastern and northwestern corners of Building 190 and on the northern border of Building 251.

4.0 RESTRICTIONS AND NOTIFICATIONS

The environmental documents listed in Attachment 1 (References) were evaluated to identify environmental factors that may warrant constraints on certain activities to assure that the intended use of the parcels is protective of human health and the environment. The factors that require notifications and/or restrictions are discussed below. See Table 8 for a list of environmental factors considered. Lease restrictions are summarized in Section 5. Notification will be provided to the lessee by attaching a copy of this FOSL to the lease.

Attachment 5 contains comments from regulatory agencies and other interested parties with DON's corresponding responses. There were no unresolved comments from DTSC on this FOSL.

4.1 Restrictions - Indoor Air Quality

Based on the air pathway results included in the draft OU-4 FS for IRP-5S(b), contaminated soils located in and around the drainage ditch for IRP-5S(b) are not anticipated to impact air quality. At IRP-6 and IRP-8, soil conditions have been recommended for NFA in the RI; however, the potential still exists for indoor air to be impacted from the associated groundwater plumes. Since no data has been collected on indoor air within buildings potentially impacted by adjacent IRP sites 6 and 8, Buildings 219, 556, and 250 shall be restricted from occupation. "Occupation" includes access in the vicinity of the buildings, with the exception of short-term tours and emergency maintenance with prior DON notification and approval. To remove this restriction, the lessee may conduct air monitoring within the building following all federal, state, and local requirements, to determine the suitability of use of a particular building. Removal of this use restriction based on indoor air will be determined by the review and approval of DON and the BCT of the indoor air report submitted by the lessee, or upon DON and BCT concurrence that restrictions for indoor air quality are no longer necessary.

4.2 Notifications and Restrictions - Lead-Based Paint

In order to address the risk of adverse health effects to children from LBP ingestion and exposure, legislation and national policy regarding LBP has focused on residential areas and child-occupied facilities where children may be present. Non-residential buildings (e.g., warehouses and office buildings) are typically occupied by adults with minimal exposure to children. DON policy regarding LBP applies to residential real property constructed before 1978. None of the buildings/structures on the CO area property have been designated for residential property or child-occupied facilities under the Reuse Plan; therefore, they have not been surveyed for LBP. DON will not conduct sampling at non-residential buildings prior to leasing the property. Any evaluation and

abatement of LBP at non-residential buildings will be the responsibility of the lessee.

Non-residential buildings scheduled for demolition will require post-demolition soil sampling and abatement of any soil-lead hazards by the lessee prior to occupancy of any newly constructed buildings. Buildings that are scheduled for demolition may be occupied on an interim basis if the lessee conducts the necessary LBP surveys and abatement in accordance with all local, state, and federal requirements.

Information pertaining to LBP at non-residential buildings, if any, will be provided to the lessee with the lease documents. Notification of potential LBP at non-residential buildings where surveys were not conducted will be based solely on the age of construction (i.e., constructed before 1978).

The Southern Parcels CO areas do not contain any residential property. If any buildings are to be used for residential purposes during the lease, the lessee must obtain prior approval from DON and the BCT.

4.2.1 Notifications

Building 190 was built in 1970 and is located in Parcel 12 and the disposition of the property is still to be determined. Based on the age of construction, lead-based paint may have been previously used on this building.

Building 212 was built in 1972 and is located in Parcel 7 and the disposition of the property is still to be determined. Based on the age of construction, lead-based paint may have been previously used on this building.

Building 219 was built in 1976 and is located in Parcel 7 and is scheduled for demolition. Based on the age of construction, lead-based paint may have been previously used on this building.

Building 267 was built in 1984 and is located in Parcel 11 and is scheduled for demolition. Based on the age of construction, it is unlikely that LBP was used at this building.

Building 556 was built in 1990 and is located in Parcel 11 and is scheduled for demolition. Based on the age of construction, it is unlikely that LBP was used at this building.

Building 250 was built in 1984 and is located in Parcels 11, 12 and 40 and is scheduled for reuse. Based on the age of construction, it is unlikely that LBP was used at this building.

Building 251 was built in 1984 and is located in Parcel 12 and is scheduled for reuse. Based on the age of construction, it is unlikely that LBP was used at this building.

All seven structures (251A, 252, 269, 555, 560, 585, and 593) were constructed after 1978 and are located in Parcels 7 and 12. Based on the age of construction, it is unlikely that LBP was used at these structures.

4.2.2 Restrictions

Buildings 190 and 212 Since these buildings were constructed prior to 1978 and have a property use designation of 'to be determined', use of these buildings is restricted from residential use and children will not occupy these buildings. However, if the lessee conducts the necessary LBP surveys and abatement in accordance with all local, state, and federal requirements to ensure the safety of occupants for residential use, the buildings can be used for residential use after receiving concurrence from DON and the BCT on the LBP reports. If the buildings are slated for demolition, they will require post-demolition soil sampling and abatement of any soil-lead hazards by the lessee prior to occupation of any new buildings.

Building 219 Since this building was constructed prior to 1978 and is scheduled for demolition, residential use is restricted and children will not occupy this building. The lessee must obtain approval from DON and the BCT to use this building for residential use or for the occupation of children. Furthermore, the lessee will be responsible for conducting post-demolition sampling of the soil and conduct any required abatement prior to occupancy of newly constructed buildings.

Buildings 267, 556, 250, and 251 Since these buildings were constructed after 1978, no restrictions or requirements are necessary for LBP.

All seven structures (251A, 252, 269, 555, 560, 585, and 593) Since these structures were constructed after 1978, no restrictions or requirements are necessary for LBP.

4.3 Notification - Polychlorinated Biphenyls

An inventory of PCB items and equipment was conducted in 1992 (Kennedy/Jenks Consultants 1992). Twenty-two items were identified as possibly containing PCB insulation fluid. With the exception of one item located off base, these items have been replaced, or tested and found not to contain PCB fluids or insulation.

Fluorescent light fixtures were not included in the PCB items and equipment survey. Because Buildings 190, 212, and 219 were built before 1979, it is assumed that some light ballasts in the buildings may contain PCBs. Fluorescent light ballasts manufactured before 1979 often contain PCB small capacitors that may be disposed as municipal solid waste. No action is required at the buildings unless large quantities of PCB-containing fluorescent light ballasts are removed.

According to DON guidance on disposal of fluorescent light ballasts containing PCBs (DON 1989), large quantities of PCB small capacitors generated from fluorescent light ballasts, such as when the fixtures in a large office or an entire building are replaced, should be disposed as regulated PCB equipment.

Fluorescent light ballasts that contain PCBs have approximately 1.0 to 1.5 ounces of PCB fluid in each capacitor. For this given quantity, there would be approximately 3.1 to 4.7 pounds of PCB fluid for every 50 PCB small capacitors in fluorescent light ballasts. If the lessee plans to dispose fluorescent light ballasts containing more than 3 pounds of PCB fluid, the PCB small capacitors in those light ballasts should be processed as regulated items.

In 1996 a PCB transformer survey was conducted at MCAS Tustin (PWC 1996). Per DON policy, transformers containing PCBs at concentrations exceeding 50 parts per million (ppm) were replaced. Transformers with PCB concentrations less than 50 ppm are classified by federal standards as non-PCB transformers. Two buildings in Southern Parcels CO Areas property, Buildings 250 and 556, had associated transformers located at Structure SS-2 (Table 3). Transformers were also associated with Buildings 190 and 251. These transformers contained PCBs at concentrations of less than or equal to 2 ppm; therefore, these were not replaced.

4.4 Notification - Radon

DoD policy is to disclose all available and relevant radon assessment data pertaining to BRAC property being leased or transferred, and to include this data in property lease documents. There is currently no federal requirement to perform additional radon assessment or mitigation in federal buildings, including those to be transferred to the public or private sector (DoD 1994).

Though not required by regulatory agencies, DON conducted a radon survey at a representative number of housing units and non-residential buildings at MCAS Tustin in 1991. Radon screening results were based on a representative sampling of structures. The results indicated that none of the facilities or housing units contained levels of radon above 4 picocuries per liter (pCi/L). According to U.S. EPA guidance, radon at levels of 4 pCi/L or less are considered "low risk," and no mitigation is required (Bufton 1991). Additional radon testing or mitigation, therefore, was not required.

4.5 Notification - Wetlands

IRP-5S(b) is a drainage facility that has been designated as jurisdictional waters of the United States under Section 404 of the Clean Water Act. The United States Army Corps of Engineers exerts jurisdiction over waters of the United States, which include territorial seas, tidal waters, and nontidal waters. IRP-5S(b)

supports cattail and other common marsh vegetation. The water source appears to be urban and agricultural runoff from both on-site and off-site sources. Development by the lessee in wetland areas will require Section 404 permit(s) (DON 1999).

4.6 Notifications and Restrictions - Hazardous Substances and Petroleum Products

Past activities within the Southern Parcels CO Areas included the use and storage of hazardous substances and petroleum products. Releases of contaminants have occurred during these activities. IRP-5S(b), IRP-6, IRP-8, and the Arsenic AOC have not received regulatory closure and are currently being evaluated. Information concerning contaminants associated with the IRP sites in the CO areas is provided in Section 3.0 of this FOSL.

The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or using groundwater within the CO areas.

4.7 Notifications and Restrictions - Areas of Concern

The following summarizes notifications and restrictions that are required because AOCs are on the CO area property.

4.7.1 Notifications

Summary information for the 19 AOCs that are located within the CO area property is presented in Table 4. The AOC locations are shown on Figure 6. With the exception of the Arsenic AOC, all of the AOCs have received regulatory concurrence for NFA. A discussion of the Arsenic AOC is included in Section 3.2.4.

4.7.2 Restrictions

Use of the Arsenic AOC (CO-4), including subsurface excavation, digging, drilling, or other soil disturbance, or using groundwater, will require prior DON and BCT approval. Removal of this use restriction based on arsenic will be determined upon DON and BCT concurrence that restrictions for arsenic are no longer necessary.

4.8 Notifications and Restrictions - Radiological Materials

The following summarizes notifications and restrictions that are required due to the potential use or storage of radiological materials in and around buildings located within the CO area property.

4.8.1 Notifications

A historical radiological assessment (HRA) (Roy F. Weston 2000) was conducted at MCAS Tustin. The purpose of the assessment was to identify buildings where potential past or present use of radiological materials may have occurred and recommend those buildings for a radiological survey. On the basis of the assessment, Buildings 190 (Parcel 12) and 556 (Parcel 11) will be investigated further in a radiological survey. Building 190 is a hangar where operating aircraft that used radioactive equipment were located during maintenance activities. Building 556 was investigated during the HRA because radioactive material was reportedly stored in and adjacent to this building in 1998 and 1999 while ship-out arrangements were being made before base closure.

Specifically, the following items were investigated during the HRA.

- Inside Building 190, the former helicopter maintenance area was investigated. Radioactive in-flight blade inspection systems and ice detector units with radioactive material were reportedly present in the helicopters that had previously been maintained in the building.
- Inside Building 556, a 55-gallon drum containing radioactive components (i.e., 12 ice detectors and 2 radiation detection meters) was investigated. This drum was stored in a locked storage room.
- Outside Building 556, 11 drums containing aluminum oxide sand blast grit were investigated. The sand blast grit contained detectable, although exempt, quantities of naturally occurring radium and thorium. The grit was reportedly never used for blasting of aircraft at MCAS Tustin because of its high abrasive characteristics.

The ice detector units, radiation detection meters, and sand blast grit were removed in June 1999.

DON will perform a radiological survey inside Buildings 190 and 556, and in the adjacent drum storage area outside of Building 556 to determine whether these buildings can be released for unrestricted use or whether institutional controls are necessary.

4.8.2 RESTRICTIONS

Buildings 190, 556, and the drum storage area adjacent to Building 556 will be prohibited from access pending the results of the radiological survey. Based on the survey results, DON will evaluate whether to release the buildings from this restriction. The survey results must also be approved by the regulatory agencies before the buildings are released for access under the lease. If a building is

released, a Lease Restriction Revision Form (Attachment 3) will be completed to allow access to the building under the Southern Parcels CO Areas property lease.

4.9 Notifications and Restrictions - Asbestos-Containing Material

DoD policy with regard to asbestos-containing material is to manage ACM in a manner protective of human health and the environment, and to comply with all applicable federal, state, and local laws and regulations governing ACM hazards. Therefore, unless it is determined by competent authority that the ACM in the property poses a threat to human health at the time of transfer, all property containing ACM will be conveyed, leased or otherwise conveyed as is through the BRAC process (DoD 1994). ACM is considered to be a threat to human health if it is located within the interior of a building, and it is friable, accessible and damaged (FAD).

Prior to property disposal, all available information on the existence, extent, and condition of ACM shall be incorporated into the Environmental Baseline Survey (EBS) report or other appropriate document to be provided to the lessee. The survey report or document shall include:

- Reasonably available information on the type, location, and condition of asbestos in any building or improvement on the property;
- Any results of testing for asbestos;
- A description of any asbestos control measures taken for the property;
- Any available information on costs or time necessary to remove all or any portion of the remaining ACM; however, special studies or tests to obtain this material are not required; and
- Results of a site-specific FAD ACM survey performed to revalidate the condition of the ACM.

However, the DON is required to conduct a FAD ACM survey only when the reuse plan calls for a building to be reused/occupied, rather than demolished. Furthermore, a FAD ACM survey is not required if ACM has never been identified in the interior of a building during any previous asbestos survey, or if an asbestos survey conducted after 1996 found no damaged ACM and there is no reason to suspect any damaged ACM is present. The 1996 date was established to be consistent with the Asbestos Hazard Emergency Response Act (AHERA), which calls for a re-inspection to assess the physical condition (i.e., good or damaged) of ACM at least once every three years. Since base closure occurred in 1999, any qualified inspection performed in 1997 or later meets the intent of these regulations.

Asbestos-containing material shall be remediated prior to property disposal only if it is of a type and condition that is not in compliance with applicable laws,

regulations, and standards, or if it poses a threat to human health at the time of transfer of the property (i.e., FAD ACM). This remediation should be accomplished by the DON or by the lessee under a negotiated requirement of the property lease. Use of such buildings must be restricted until abatement has been completed.

The remediation discussed above will not be required when the buildings are scheduled for demolition by the lessee; the lease document prohibits occupation of the buildings prior to the demolition; and the lessee assumes responsibility for the management of any ACM in accordance with applicable laws. Buildings, which are to be demolished, may be occupied on an interim basis if the lessee conducts the necessary ACM surveys and abatement according to all local, state, and federal requirements.

A graphical representation of this policy and the decision-making process is presented as Figure 9.

The following summarizes notifications and restrictions that are required due to the reported presence of ACM in some of the buildings located on the CO area property.

4.9.1 Notifications

Three ACM surveys conducted at MCAS Tustin included buildings in the Southern Parcels CO Areas, and the survey results were presented in reports dated December 1988, December 1991, and January 2001 (IT Corporation 1988, Ecology and Environment, Inc. 1991; URS 2001, respectively). The January 2001 survey was limited to FAD ACM. Results from the ACM surveys are summarized in Table 2. To assure full disclosure of all ACM on the parcels, copies of the ACM survey reports will be included in the lease documentation.

4.9.1.1 Buildings Planned for Demolition or "To Be Determined (TBD)"

Building 190 was built in 1970 and is located in Parcel 12. The 1991 asbestos survey reported numerous types of non-friable ACM. The 2001 survey reported FAD ACM. See Table 2 for a description.

Building 212 was built in 1972 and is located in Parcel 7. The 1988 asbestos survey reported friable damaged ACM (ceiling tile). However, the January 2001 survey reported no FAD ACM in the building.

Building 219 was built in 1976 and is located in Parcel 7. The 1991 asbestos survey reported no ACM in the building.

Building 267 was built in 1984 and is located in Parcel 11. This building has never been surveyed.

Building 556 was built in 1990 and is located in Parcel 11. This building has never been surveyed.

4.9.1.2 Buildings Planned for Reuse

Building 250 was built in 1984 and is located in Parcels 11, 12 and 40. This building had never been inspected for asbestos during the operational life of the base. Since this building was specified as being reused, the DON conducted a FAD ACM survey pursuant to DoD policy. The revalidation survey to identify FAD ACM was conducted in Building 250 in January 2001 (URS 2001). No FAD ACM was identified in the building.

Building 251 was built in 1984 and is located in Parcel 12. This building had never been inspected for asbestos during the operational life of the base. Since this building was specified as being reused, the DON conducted a FAD ACM survey pursuant to DoD policy. The revalidation survey to identify FAD ACM was conducted in Building 251 in January 2001 (URS 2001). No FAD ACM was identified in the building.

4.9.2 Restrictions

Building 190 – Since FAD ACM was observed in this building, it will be restricted from occupancy, and the lease will indicate that if the lessee chooses to occupy the building on an interim basis, the lessee assumes responsibility for the management of ACM in accordance with applicable laws. "Occupation" includes access in the vicinity of the buildings, with the exception of short-term tours and emergency maintenance with prior DON notification and approval. This building may be occupied if the lessee conducts the necessary ACM surveys and abatement according to all local, state, and federal requirements.

Buildings 267 and 556 – Since no ACM surveys have been conducted at these buildings, they are restricted from occupancy prior to demolition. This building may be occupied if the lessee conducts the necessary ACM surveys and abatement according to all local, state, and federal requirements.

Buildings 212, 250 and 251 – Since no FAD ACM was found in these buildings, they may be leased without restrictions for occupancy due to ACM. However, the lessee must still assume responsibility for the management of ACM, if any.

Building 219 – Since no ACM was observed in this building and it is scheduled for demolition, this building may be leased without restrictions for occupancy due to ACM. However, the lessee must still assume responsibility for the management of the existing ACM, if any.

4.10 Notifications and Restrictions - Groundwater Use/Subsurface Excavation

The following summarizes required notifications and restrictions relating to groundwater use and subsurface excavation within the CO area property.

4.10.1 Notifications

As noted in Section 3.1, VOC-contaminated groundwater exists beneath IRP-6 and IRP-8, and arsenic-in-soil impacts in the Arsenic AOC are currently being evaluated.

4.10.2 Restrictions

To address potential risks associated with environmental factors at CO-1, CO-2, CO-3, and CO-4 the lessee cannot excavate, dig, drill, or otherwise disturb soil and extract or use groundwater beneath these areas without obtaining prior DON and BCT approval.

Until remedial activities at CO-1, CO-2, CO-3, and CO-4 are completed and regulatory concurrence for no further action is achieved, the lessee may not conduct construction projects without prior approval from DON and the BCT. The lessee must demonstrate to DON and the BCT that these activities will not interfere with or adversely affect DON response action(s) for the IRP sites and/or the Arsenic AOC and that human health and the environment will be adequately protected. No activities will be conducted until written approval is obtained from DON and the BCT.

Removal of this use restriction based on groundwater and soil contamination will be determined upon DON and BCT concurrence that restrictions for groundwater use and subsurface excavation are no longer necessary.

5.0 SUMMARY OF RESTRICTIONS

The prospective lessee will be required to comply with all environmental provisions. Following are some of the environmental provisions that apply to this FOSL (a complete summary of notifications and restrictions is shown in Table 9).

- Buildings 219, 556, and 250 will be restricted from occupancy unless appropriate air monitoring within the buildings is conducted by the lessee and the results are reviewed and approved by DON and the BCT (Section 4.1).
- Buildings 190 and 212 will be restricted from residential use and children will not occupy these buildings unless the necessary LBP

- Buildings 190 and 212 will be restricted from residential use and children will not occupy these buildings unless the necessary LBP surveys and abatement is performed and approved by DON and the BCT (Section 4.2.2).
- Building 219 will be restricted from use prior to demolition and the lessee will conduct post-demolition sampling of the soil and conduct any required LBP abatement prior to occupancy of newly constructed buildings (Section 4.2.2). The aluminum shed adjacent to building 219 will not be restricted due to LBP because it is unpainted.
- Subsurface excavation, digging, drilling, or otherwise disturbing the soil and extracting or using groundwater will be restricted within the CO area property, which includes IRP-5S(b), IRP-6, IRP-8, and Arsenic AOC, unless prior approval for such activities is obtained by the lessee from DON and the BCT (Sections 4.6, 4.7.2, and 4.10.2).
- Buildings 190, 556, and the drum storage area will be prohibited from access pending the results of the radiological survey and the completion of any necessary response action by DON (Section 4.8.2).
- Because FAD ACM is present, Building 190 will be restricted from occupancy-during the lease period unless abatement is completed by the lessee (Section 4.9.2).
- Buildings 190, 267, and 556 will be restricted from occupancy unless necessary ACM surveys and abatement are completed (Section 4.9.2).

The lease will include an easement section that will generally describe easements and rights of access for the duration of the lease. Southern California Edison substation SS-2 on Parcel 11 will be located on an easement.

6.0 REGULATORY COORDINATION

U.S. EPA, DTSC, and the Santa Ana RWQCB were notified of the initiation of this FOSL and were issued copies for review.

7.0 NOTICE OF HAZARDOUS SUBSTANCES

Pursuant to CERCLA Section 120(h)(3)(A)(i) and the provisions of 40 *Code of Federal Regulations* Part 373, preparation of a notice of hazardous substances stored, released, or disposed within the parcels at MCAS Tustin is required for transfer of the parcels. The Hazardous Substance Notification Table and

UST/AST Substance Notification Table are provided in Attachment 4. The UST/AST Substance Notification Table lists the UST/AST sites (containing petroleum products), which are within the scope of the CERCLA Petroleum Exclusion set forth in CERCLA Section 101(14).

8.0 RIGHT OF ACCESS

The lease will contain appropriate provisions reserving access to the property for DON and regulatory agency personnel to conduct investigations, surveys, sampling, monitoring, and remedial action activities. Access to monitoring wells I006MW02S (Parcel 40), and I006MW01S, I006MW01D, I006MW03S, and I006MW04S (Parcel 11), used for quarterly water-level measurements, will be required after the lease expires and the property is conveyed (Figure 8). A summary of the monitoring activities is included in Table 6.

9.0 CONCLUSIONS/FINDING OF SUITABILITY TO LEASE IN FURTHERANCE OF CONVEYANCE

Based on the foregoing information and analysis, I find that the property identified in this FOSL (Southern Parcels CO Areas) is suitable for lease for the purposes intended, subject to the conditions, notifications, and restrictions set forth in this document. The property can be used pursuant to the proposed lease, with the specified use restrictions in the lease, with acceptable risk to human health and the environment and without interference with the environmental restoration process.

Date: 21 MAR 02 Signature: _____

G.A. ENGLE
Captain, CEC, U.S. Navy
Commander

Table 1
Buildings and Structures Within the Southern Parcels Carve-Out Areas

Buildings (B)/ Structures (S) No.	Parcel (Carve-Out Area)	Prior Use	Year Built	Total Area (sq. ft.)	Condition	Proposed Disposition	Ultimate Parcel Use
B 212	7 (CO-3)	Electronics/communications maintenance	1972	3,700	Fair	TBD	Commercial/Business
B 219[1]	7 (CO-3)	Hazardous waste storage facility/equipment storage facility	1976	354	Poor	Demolition	Commercial/Business
B 250	11, 12, 40 (CO-2)	General warehouse	1984	66,976	Good	Reuse	Commercial/Business (Parcels 11 and 12) Circulation facilities (Parcel 40)
B 267	11 (CO-2)	Hazardous/flammable material lockers	1984	150	Poor	Demolition	Commercial/Business
B 556	11 (CO-2)	Hazardous/flammable storage	1990	3,840	Good	Demolition	Commercial/Business
B 190	12 (CO-4)	Maintenance hangar	1970	42,818	Good	TBD	Commercial/Business
B 251	12 (CO-4)	GSE facility	1984	13,770	Good	Reuse	Commercial/Business
S 251A[2]	12 (CO-4)	Sewage pump station	NA	NA	NA	Reuse	Commercial/Business
S 252	12 (CO-4)	GSE shed canopy	1984	10,755	Good	Reuse	Commercial/Business
S 269	12 (CO-4)	GSE loading ramp	1984	270	Fair	Demolition	Commercial/Business
S 555	12 (CO-4)	Washrack shed canopy	1990	NA	Good	Reuse	Commercial/Business
S 560	12 (CO-4)	Vehicle washrack pad	1990	1,089	Poor	Demolition	Commercial/Business
S 585	12 (CO-4)	Hazardous waste storage pad	1991	100	Poor	Demolition	Commercial/Business
S 593	12 (CO-4)	Sewer lift station	1990	NA	Fair	Demolition	Commercial/Business

Notes: [1] Includes one building and one structure (an aluminum shed, approximately 100 sq. ft.); the building and the structure are collectively referred to as "Building 219".

[2] The sewage pump station was likely built in 1984 when Building 251 was built based on the proximity of the structure to the building.

Acronyms/Abbreviations:

CO - carve-out area
GSE - ground support equipment
NA - not available
No. - number
sq. ft. - square feet
TBD - to be determined

Table 2
Results of Building ACM Surveys Within the Southern Parcels Carve-Out Areas

Building	Parcel (Carve-Out Area)	Proposed Disposition	Year Built	ACM Survey Performed?	Survey Report Date[a]	ACM Found?	Location	Type/Condition[b]
212	7 (CO-3)	TBD	1972	Yes	1988, 2001[d]	No[d,e]	NA[c]	NA
219[f]	7 (CO-3)	Demolition	1976	Yes	1991	No	NA	NA
250	11, 12, 40 (CO-2)	Reuse	1984	Yes	2001[d]	No[d]	NA	NA
267	11 (CO-2)	Demolition	1984	No	NA	NA	NA	NA
556	11 (CO-2)	Demolition	1990	No	NA	NA	NA	NA
190	12 (CO-4)	TBD	1970	Yes	1991, 2001[d]	Yes	1991: floor tile, pipe insulation, roofing, and carpet. 2000[d]: drywall/joint compound - texture, and hard thermal insulation	Nonfriable: floor tile, pipe insulation, roofing, and carpet. FAD: drywall/joint compound texture and hard thermal insulation
251	12 (CO-4)	Reuse	1984	Yes	2001[d]	No[d]	NA	NA

Notes:
- [a] IT Corporation 1988; Ecology and Environment, Inc. 1991; URS 2001
- [b] reported ACM condition in survey report
- [c] not available
- [d] limited survey for FAD ACM only
- [e] friable damaged ceiling tile reported in 1988 survey; however, this was not present during the 2001 FAD ACM survey
- [f] Includes one building and one structure (an aluminum shed, approximately 100 sq. ft.); the building and the structure are collectively referred to as "Building 219".

Acronyms/Abbreviations:
ACM - asbestos-containing material
FAD - friable, accessible, and damaged
NA - not applicable
TBD - to be determined

Table 3
Results of PCB Transformer Surveys and PCB Equipment Inspection Within the Southern Parcels Carve-Out Areas

Building	Parcel (Carve -Out Area)	Proposed Disposition	Year Built	Associated Transformer?	Location	ID No.	Max. PCB Content (ppm)[1]	PCB Equipment Inspection Performed?	Inspection Report Date	PCB-Containing Equipment Present?
212	7 (CO-3)	TBD	1972	No	NA	NA	NA	Yes	1992	No
219[2]	7 (CO-3)	Demolition	1976	No	NA	NA	NA	Yes	1992	No
250	11, 12, 40 (CO-2)	Reuse	1984	Yes	On adjacent pad (SS-2)	POL-0670	1	Yes	1992	No
267	11 (CO-2)	Demolition	1984	No	NA	NA	NA	Yes	1992	No
556	11 (CO-2)	Demolition	1990	Yes	Pad - east of building (SS-2)	891105343	2	Yes	1992	No
190	12 (CO-4)	TBD	1970	Yes	On adjacent pads	B6786-685, 90V6555, 90V6556	1	Yes	1992	No
251	12 (CO-4)	Reuse	1984	Yes	On adjacent pad	POL-0683	1	Yes	1992	No

Notes:

[1] transformer data are provided in Navy PWC 1996; PCB items and equipment survey results are provided in Kennedy/Jenks Consultants 1992

[2] Includes one building and one structure (an aluminum shed, approximately 100 sq. ft.); the building and the structure are collectively referred to as "Building 219".

Acronyms/Abbreviations:

NA - not applicable
PCB - polychlorinated biphenyl
ppm - parts per million
TBD - to be determined

Table 4
Areas of Concern Within the Southern Parcels Carve-Out Areas

AOC	Parcel (Carve-Out Area)	Description	Status	Status Summary [a]	ECP Area Type [b]
ST-1A (Building 570)	7 (CO-3)	Inactive. This unit (Bldg 570) was operated by MATCS-38 for temporary storage (less than 90 days) of drums containing hazardous waste. This unit was constructed in 1991 and replaced a former storage area near Bldg. 219 (ST-1B) that was used for the same purpose. Drums were stored on a 17- by 22-foot fenced concrete pad within a 6-inch concrete containment berm. The entire unit appeared to have good integrity. Date of operation was from 1991 to 1997. The unit was demolished in 1999. Wastes stored at the unit consisted of paint thinners, solvents, oily rags, oil.	RCRA AOC Sampling as part of IRP-8 activities Closure by RAC under RCRA; RA required Closure Report (9/99): NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 09/24/99)	4
ST-1B	7 (CO-3)	Replaced. This unit (north of Bldg. 219) was operated by MATCS-38 for temporary storage of drums containing hazardous waste. This unit was constructed of a plastic liner with a sandbag berm for containment. The unit was closed and replaced by storage area ST-1A (Bldg. 570) in 1991. Date of operation was unknown to 1991. Wastes stored at the unit consisted of paint thinners, solvents, oily rags, and oil.	RCRA AOC Assessed as part of IRP-8 Final ESI Report (10/96): NFA recommended NFA concurrence	 Complete Complete Complete (Letter 09/24/99)	3
ST-35 (Building 556)	11 (CO-2)	Inactive. This unit (Bldg. 556) was operated by MALS-16 for storage of hazardous materials. It was constructed in 1991. The unit (concrete) was specially designed for storage of hazardous materials. The unit consists of five walled cells. Different types of chemicals (and compatibles) were stored in each cell on steel racks/pallets. In addition, the unit consists of four sections separated by 6-inch berms. Materials were stored in 5- or 55-gallon drums stacked on wooden pallets in these sections. A catch sump (2 by 2 feet) is located inside each cell and section. A sump also runs along the center of the unit. The unit measures 80 by 38 feet. Additional sumps are located along the outside perimeter of the unit along which 55-gallon drums were stored on steel pallets. A 2-foot-high containment wall is located north of the unit. A portion of this wall has developed cracks. This poses the only threat to the overall integrity of the unit. Date of operation was from 1991 to 1999. Hazardous materials stored in this unit included resin-based and corrosive-type adhesives, MEK, sealing compound, PD-680, petroleum oil and synthetic oil, paint-related materials, hydraulic fluids, and grease.	RCRA AOC Closure by RAC under RCRA Closure Report (12/00): NFA recommended NFA concurrence	 Complete Complete Complete (Letter 02/22/01)	1

Table 4 (continued)
Areas of Concern Within the Southern Parcels Carve-Out Areas

AOC	Parcel (Carve-Out Area)	Description	Status	Status Summary [a]	ECP Area Type [b]
ST-36 (Building 267)	11 (CO-2)	Inactive. This unit (Bldg. 267) was operated by MALS-16 for storage of hazardous materials. It was constructed in 1981. The unit (concrete) consists of shelves formerly used to store 1- to 5-gallon cans. The unit measures 15 by 10 feet. Materials used for maintenance and cleaning operations were stored in this unit, typically in 5- to 55-gallon drums. Materials were usually ordered and stored on an as-needed basis; hence, holding time in the unit was limited. A list of materials was maintained and updated regularly by the operating division. The overall integrity of the unit was good. An exhaust system is in place and is in working condition. A flammable liquid storage cabinet was located along the outside wall (northwest) of the unit. Materials were checked out as required by users. Date of operation was from 1981 to 1999. Hazardous materials stored in the unit included paints, thinners, and solvents.	RCRA AOC Closure by RAC under RCRA; no RA required Closure Report (12/00): NFA recommended NFA concurrence	 Complete Complete Complete (Letter 02/22/01)	1
MAE-03	12 (CO-4)	Inactive. The unit was a spray paint booth operated by MALS-16 within Bldg. 190 to paint support equipment and parts until 1999. The unit operated about three to four times per week. Hazardous releases (air emissions) were restricted by use of a modified ventilation system that filtered outgoing air before it discharged to the atmosphere. This system also functioned as a monitoring system by beeping when high pressure developed due to accumulation of paint dust and debris on the filter pads. When this occurred, the filter pads were replaced by fresh filter pads. The unit was permitted by the SCAQMD under Permit No. D36997.	RCRA AOC Closure by RAC Closure Report (12/00): NFA recommended NFA concurrence	 Complete Complete Complete (Letter 02/22/01)	1
MAE-06	12 (CO-4)	Inactive. This unit was a spray booth at Bldg. 251 operated by MWSS-374 under SCAQMD Permit No. M51450 for painting support equipment and automobile parts until 1999. Hazardous release (air emissions) was restricted by use of a modified ventilation system that filtered outgoing air prior to discharge to the atmosphere. The overall integrity of the unit was good.	RCRA AOC Closure by RAC Closure Report (10/14/99) NFA concurrence	 Complete Complete Complete (Letter 12/09/99)	1

Table 4 (continued)
Areas of Concern Within the Southern Parcels Carve-Out Areas

AOC	Parcel (Carve-Out Area)	Description	Status	Status Summary [a]	ECP Area Type [b]
MWA-12	12 (CO-4)	Inactive. The unit was a wash area located north of Bldg. 251 operated by MALS-16 Avionics for washing trailers. The wash area consisted of a 19- by 16-foot concrete pad sloped to a drain. Oily water flowed through the drain into an OWS-251 (TOW-11), which discharged water to the sanitary sewer system and oil into UST-251 for later disposal. The overall integrity appeared to be good; however, oil stains were apparent on the pad, and the area was not contained by a berm.	RCRA AOC RFA conducted Closure by RAC under RCRA Closure Report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 03/09/00)	1
MWA-13	12 (CO-4)	Inactive. The unit was a wash area (Bldg. 560) located west of B-555 and was operated by MALS-16 for washing trailers and GSE. The wash area consisted of a 33- by 36-foot concrete pad sloping to an OWS-252 (TOW-12) near Bldg. 555. TOW-12 discharged water to the sanitary sewer system and oil into UST-252 for later disposal. The overall integrity of the unit appeared to be good.	RCRA AOC RFA conducted Closure by RAC under RCRA Closure Report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 03/09/00)	1
ST-12	12 (CO-4)	Inactive. This unit (Bldg. 252) was operated by MALS-16 for temporary storage of hazardous materials until 1999. This unit is approximately 10 years old. There were also two paint lockers for storing hazardous materials used in the adjacent paint booth (MAE-1), solvents, and other materials used in Bldg. 251. Drums containing the hazardous materials were located on a 19- by 23-foot fenced concrete pad with a 6-inch containment berm. Wastes stored at this unit included petroleum oil, lubricant oil, and paint-related materials.	RCRA AOC Closure under RAC Closure Report NFA concurrence	 Complete Complete Complete (Letter 05/18/00)	1
ST-13A	12 (CO-4)	Inactive. This unit (Bldg. 585) (ST-13A) was operated by MALS-16 for temporary storage of hazardous waste. Drums containing hazardous waste were located on a 17- by 18-foot, fenced concrete pad with a sump within a 6-inch containment berm. The integrity of the entire unit appeared to be good. Wastes stored at this unit included petroleum oil, lubricant oil, absorbents, and related materials generated from paint booth MAE-6. Dates of operation were from 1991 to 1999.	RCRA AOC Closure under RAC Closure Report NFA concurrence	 Complete Complete Complete (Letter 04/21/00)	4

Table 4 (continued)
Areas of Concern Within the Southern Parcels Carve-Out Areas

AOC	Parcel (Carve-Out Area)	Description	Status	Status Summary [a]	ECP Area Type [b]
ST-13B	12 (CO-4)	Inactive. This unit (Bldg. 585) was operated by MALS-16 for temporary storage of hazardous waste for about 4 to 5 years prior to construction of ST-13A in the same location. The former unit was constructed of a plastic tarp with a sandbag berm. Wastes stored at this unit included petroleum oil, lubricant oil, absorbents, and related materials generated from paint booth MAE-6.	RCRA AOC Closure under RAC Closure Report NFA concurrence	 Complete Complete Complete (Letter 04/21/00)	4
ST-86	12 (CO-4)	Closed. This unit (Bldg. 251) consisted of various rooms located within the hangar, which may have been used for hazardous materials and/or hazardous waste storage.	RCRA AOC Closure by RAC under RCRA; no RA required Closure Report (9/99): NFA recommended NFA concurrence	 Complete Complete Complete (Letter 01/18/01)	1
ST-88	12 (CO-4)	Inactive. This unit (Bldg. 190) was used to park, repair, and maintain helicopters operated by MAG-16 squadrons. The area of concern is approximately 90- by 100-feet. The unit was built in 1970 and operationally used until late 1998. The overall integrity of the unit is good. Dates of operation were 1970 to 1998.	RCRA AOC Closure by RAC under RCRA Closure Report (12/00): NFA recommended NFA concurrence	 Complete Complete Complete (Letter 02/22/01)	4
TOW-11	12 (CO-4)	Removed. Underground 300-gallon concrete OWS-251 was located at the northeast corner of Bldg. 251 and was used by MALS-16. Used for separating oil and wastewater generated from the adjacent wash area 559 located north of Bldg. 251 (MWA-12). The OWS was connected to a 700-gallon-capacity fiberglass waste oil tank (UST-251). The unit was equipped with an alarm to warn of overflow into the sanitary sewer.	RCRA AOC Closure by RAC under RCRA; RA required Closure Report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 03/09/00)	1

Table 4 (continued)
Areas of Concern Within the Southern Parcels Carve-Out Areas

AOC	Parcel (Carve-Out Area)	Description	Status	Status Summary [a]	ECP Area Type [b]
TOW-12	12 (CO-4)	Removed. Underground 1,500-gallon fiberglass OWS-252 was located west of Bldg. 555 and was operated by MALS-16 GSE. Used to separate oil and wastewater generated from the adjacent wash area MWA-13 (Bldg. 560). The separated oil was fed by gravity to a 500-gallon UST (UST-252), and the wastewater was discharged to the sanitary sewer system. The unit was equipped with an overflow alarm to warn of untreated discharge to the sanitary sewer.	RCRA AOC Closure by RAC under RCRA; RA required Closure Report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 03/09/00)	1
Arsenic AOC	12, 40 (CO-4)	Area contains elevated levels of arsenic in surface soil. AOC was established to investigate the potential source.	RCRA AOC Preliminary assessment	 In progress	7
MWA-25	40 (CO-2)	Inactive. The Wash Area was located in the southwest corner of Bldg. 568 and was connected to TOW-X6. Data of operation was unknown to 1999.	RCRA AOC RFA conducted Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 06/22/00)	1
ST-77 (Building 600)	40 (CO-3)	Inactive. This unit (Bldg. 600- demolished) was built in 1992 and was operated by MALS-1 for temporary storage of hazardous materials. The unit was constructed of a concrete pad with a sump within a 6-inch berm. Date of operation was from 1992 to 1999.	RCRA AOC Closure by RAC under RCRA; no RA required Closure Report (09/99): NFA recommended NFA concurrence	 Complete Complete Complete (Letter 09/24/99)	1

Table 4 (continued)
Areas of Concern Within the Southern Parcels Carve-Out Areas

AOC	Parcel (Carve-Out Area)	Description	Status	Status Summary [a]	ECP Area Type [b]
TOW-X6	40 (CO-2)	Removed. This was a 680-gallon, concrete OWS located in the southwest corner of Bldg. 568 (armory). According to the Oil/Water Separator Survey, OWS-568 received wastewater from mop washing activities with discharge channeled to the sanitary sewer system. Wastes were generated from cleaning 50-caliber guns in the building. Date of operation was unknown to 1999.	RCRA AOC Closure by RAC under RCRA; RA required Closure Report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 06/22/00)	4

Notes:

[a] unless otherwise noted, the NFA concurrence letter referred to in the Status Summary column are signed by the BRAC Environmental Coordinator, the US EPA Project Manager, the RWQCB Project Manager, and the Cal-EPA, DTSC Project Manager

[b] see Table 7 for definitions of ECP area types

Acronyms/Abbreviations:

AOC - area of concern
Bldg. - building
BRAC - base realignment and closure
Cal-EPA - California Environmental Protection Agency
DTSC - Cal-EPA Department of Toxic Substances Control
ECP - environmental condition of property
ESI - expanded site inspection
GSE - ground support equipment
IRP - Installation Restoration Program
MAE - miscellaneous, air emissions
MAG - Marine Aircraft Group
MALS - Marine Aviation Logistics Squadron
MATCS - Marine Air Traffic Control Squadron
MEK - methyl ethyl ketone
MWA - miscellaneous, wash area
MWSS - Marine Wing Support Squadron
NFA - no further action
No. - number
OWS - oil/water separator
RA - remedial action
RAC - remedial action contract
RCRA - Resource Conservation and Recovery Act
RFA - RCRA facility assessment
RWQCB - Regional Water Quality Control Board
SCAQMD - South Coast Air Quality Management District
ST - storage, temporary
TOW - treatment, oil/water separator
US EPA - United States Environmental Protection Agency
UST - underground storage tank

Table 5
Former Underground Storage Tanks and Aboveground Storage Tanks Within the Southern Parcels Carve-Out Areas

UST/AST	Parcel (Carve-Out Area)	Description	Status	ECP Area Type*
UST-251	12 (CO-4)	700-gallon fiberglass waste oil UST associated with OWS-251. Installed in 1984 and removed December 1998.	Closure activities complete. NFA approval BCT 09 March 2000.	1
UST-252	12 (CO-4)	500-gallon fiberglass waste oil UST with monitoring system and associated with OWS-252. Lift station to sanitary sewer. Installed in 1990 and removed December 1998.	Closure activities complete. NFA approval BCT 09 March 2000.	1
AST-558A	12 (CO-4)	2,000-gallon steel diesel AST removed November 1998.	Closure Report issued 07 December 2000. NFA approval RWQCB 17 January 2001.	1
AST-558B	12 (CO-4)	2,000-gallon steel gas AST removed November 1998.	Closure Report issued 07 December 2000. NFA approval RWQCB 17 January 2001.	1
AST-568	12 (CO-4)	550-gallon steel noncombustible waste AST removed April 1999.	Closure Report issued 07 December 2000. NFA approval RWQCB 17 January 2001.	1

Note:
* see Table 7 for definitions of ECP area types

Acronyms/Abbreviations:
- AST - aboveground storage tank
- BCT - Base Realignment and Closure (BRAC) Cleanup Team
- ECP - environmental condition of the property
- OWS - oil water separator
- NFA - no further action
- RWQCB - Regional Water Quality Control Board
- UST - underground storage tank

Table 6
Groundwater Monitoring Wells Within the Southern Parcels Carve-Out Areas

Monitoring Well	Parcel (Carve-Out Area)	Disposition
1006MW01S	11 (CO-2)	Monitored quarterly
1006MW02S	40 (CO-2)	Monitored quarterly
1006MW03S	11 (CO-2)	Monitored quarterly
1006MW04S	11 (CO-2)	Monitored quarterly
1006MW01D	11 (CO-2)	Monitored quarterly

Note:
Monitoring wells are monitored quarterly for depth to groundwater, volatile organic compounds, and general chemistry

Table 7
Department of Defense
Environmental Condition of Property Area Types*

Area Type	Description
1	Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas)
2	Areas where only release or disposal of petroleum products has occurred
3	Areas where release of hazardous substances has occurred but at concentrations that do not require a removal or remedial action
4	Areas where release, disposal, and/or migration of hazardous substances has occurred, and all remedial actions necessary to protect human health and the environment have been taken
5	Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are underway, but all required remedial actions have not yet been taken
6	Areas where release, disposal, and/or migration of hazardous substances has occurred, but required response actions have not yet been implemented
7	Areas that have not been evaluated or require additional evaluation

Note:

* according to the Department of Defense BRAC Cleanup Plan Guidebook (DoD 1996), properties classified as Area Types 1 through 4 may be considered suitable for transfer, and properties classified as Area Types 5 through 7 are considered unsuitable for transfer

Acronyms/Abbreviations:

BRAC - base realignment and closure
DoD - Department of Defense

Table 8
Environmental Factors Considered Within the Southern Parcels Carve-Out Areas

Environmental Factors May Pose Restrictions or Require Notification?		Environmental Factors Considered
No	Yes	
	X	Hazardous substances (notification)
	X	Areas of concern
X		Medical/biohazardous wastes
X		Oil/water separators
X		Monitoring wells
X		Unexploded ordnance
	X	Petroleum products and derivatives
	X	Radioactive & mixed wastes
	X	Storage tanks (USTs/ASTs)
X		Pesticides/herbicides applications
	X	Asbestos-containing material
X		Drinking water quality
	X	Indoor air quality
	X	Lead-based paint
	X	Polychlorinated biphenyls
	X	Radon
X		Air conformity/air permits
X		Coastal zones
X		Energy (utilities)
X		Flood plains
	X	Groundwater use/subsurface excavation
X		Hazardous waste management (by lessee)
X		Historic property (archeological/Native American, paleontological)
X		Occupational Safety and Health Administration
X		Outdoor air quality
X		Prime/unique farmlands
X		Sanitary sewer systems (wastewater)
X		Sensitive habitat
X		Septic tanks (wastewater)
X		Solid waste
X		Threatened and endangered species
X		Transportation
	X	Wetlands

Acronyms/Abbreviations:
AST - aboveground storage tank
UST - underground storage tank

Table 9
Notifications and Restrictions Summary

Parcel No. (Carve-Out Area)	Environmental Factor	Notification/Restriction
ALL	Access	Pursuant to CERCLA Section 120(h)(3)(A)(iii), the lease shall reserve and the lessee shall grant to the United States an appropriate right of access to enable the United States and others to enter Carve Out (CO) areas 1, 2, 3, and 4 in any case which remedial action or corrective action is found to be necessary on the CO-areas or adjacent property after the date of property lease.
ALL	Radon	Radon testing was conducted in 1991 at a representative number of housing units and non-residential buildings. No radon readings were measured above the U.S. EPA guidance level of 4 pCi/L.
ALL	ACM	Buildings restricted based on ACM FAD hazards may be occupied on an interim basis if the lessee conducts the necessary ACM surveys and abatement according to all local, state, and federal requirements.
ALL	LBP	Buildings restricted based on LBP hazards may be occupied if the lessee conducts the necessary LBP surveys and abatement according to all local, state, and federal requirements.
6 (CO-3)	Groundwater Use/Subsurface Excavation	The portion of CO-3 within Parcel 6 is upgradient of the contaminated groundwater plume associated with IRP-8, which has not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or extracting groundwater from beneath this CO area.
6 (CO-3)	Hazardous Substances and Petroleum Products	The portion of CO-3 within Parcel 6 is upgradient of the contaminated groundwater plume associated with IRP-8, which has not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or extracting groundwater from beneath this CO area.
7 (CO-3)	Indoor Air Quality	Building 219 will be restricted from occupation unless appropriate air monitoring within the building is conducted by the lessee and the results are reviewed and approved by DON and the BCT.
7 (CO-3)	LBP	Copies of the LBP survey reports will be included in the lease documentation. Building 212 will be restricted from residential use and children will not occupy this building. Building 219 will be restricted from residential use and children will not occupy this building prior to demolition and the lessee will conduct post-demolition sampling of the soil and conduct any required abatement prior to occupancy of newly constructed buildings.

Table 9 (continued)
Notifications and Restrictions Summary

Parcel No. (Carve-Out Area)	Environmental Factor	Notification/Restriction
7 (CO-3)	PCBs	Fluorescent light fixtures that may contain small amounts of PCBs may be in Buildings 212 and 219. If the lessee plans to dispose of fluorescent light ballast containing more than 3 pounds of PCB fluid, the PCB small capacitors in those light ballasts should be processed as regulated items.
7 (CO-3)	Hazardous Substances and Petroleum Products	This parcel contains portions of IRP-8 which has not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or extracting groundwater from beneath this CO area.
7 (CO-3)	AOCs	AOCs ST-1A and ST-1B are located within this parcel and have received regulatory concurrence for NFA.
7 (CO-3)	ACM	Copies of the ACM survey reports will be included in the lease documentation. Buildings 212 and 219 may be leased without occupancy restrictions due to ACM because no FAD ACM was found. However, the lessee must still assume responsibility for the management of ACM, if any.
7 (CO-3)	Groundwater Use/Subsurface Excavation	This parcel contains portions of IRP-8 which has not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or extracting groundwater from beneath this CO area.
8 (CO-3)	Hazardous Substances and Petroleum Products	This parcel contains portions of IRP-8 plume which has not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or extracting groundwater from beneath this CO area.
8 (CO-3)	Groundwater Use/Subsurface Excavation	This parcel contains a portion of IRP-8 plume which has not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or extracting groundwater from beneath this CO area.
11 (CO-2)	Indoor Air Quality	Buildings 250 and 556 will be restricted from occupation unless appropriate air monitoring within the buildings is conducted by the lessee and the results are reviewed and approved by DON and the BCT.
11 (CO-2)	PCBs	Buildings 250 and 556 had associated transformers that contained PCBs at concentrations of less than or equal to 2 ppm (transformers with PCB concentrations less than 50ppm are classified by federal standards as non-PCB transformers).

Table 9 (continued)
Notifications and Restrictions Summary

Parcel No. (Carve-Out Area)	Environmental Factor	Notification/Restriction
11 (CO-1)	Wetlands	This parcel contains a portion of IRP-5S(b) which is a drainage facility that has been designated as jurisdictional waters of the United States under Section 404 of the Clean Water Act. Development by the lessee in wetland areas will require Section 404 permits.
11 (CO-1 and CO-2)	Hazardous Substances and Petroleum Products	This parcel contains portions of IRP-5S(b) and IRP-6 which have not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or extracting groundwater from beneath these CO areas.
11 (CO-2)	AOCs	AOCs ST-35 and ST-36 are located within this parcel and have received regulatory concurrence for NFA.
11 (CO-2)	Radiological Materials	Access to Building 556 and the adjacent drum storage area is prohibited pending the results of a radiological survey.
11 (CO-2)	ACM	Copies of the ACM survey reports will be included in the lease documentation. Buildings 267 and 556 are restricted from occupation prior to demolition because no ACM surveys have been conducted. The lease will indicate that the lessee assumes responsibility for the management of ACM in accordance with applicable laws. Building 250 may be leased without this restriction because no FAD ACM was found. However, the lessee must still assume responsibility for the management of ACM, if any.
11 (CO-1 and CO-2)	Groundwater Use/Subsurface Excavation	This parcel contains portions of IRP-5S(b) and IRP-6 which have not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or extracting groundwater from beneath these CO areas.
12 (CO-2)	Indoor Air Quality	Building 250 will be restricted from occupation unless appropriate air monitoring within the buildings is conducted by the lessee and the results are reviewed and approved by DON and the BCT.
12 (CO-4)	LBP	Copies of the LBP survey reports will be included in the lease documentation. Building 190 will be restricted from residential use and may not be occupied by children.

Table 9 (continued)
Notifications and Restrictions Summary

Parcel No. (Carve-Out Area)	Environmental Factor	Notification/Restriction
12 (CO-4)	PCBs	Fluorescent light fixtures that may contain small amounts of PCBs may be in Building 190. If the lessee plans to dispose of fluorescent light ballast containing more than 3 pounds of PCB fluid, the PCB small capacitors in those light ballasts should be processed as regulated items. Buildings 190, 250, and 251 had associated transformers that contained PCBs at concentrations of less than or equal to 2 ppm (transformers with PCB concentrations less than 50ppm are classified by federal standards as non-PCB transformers).
12 (CO-1)	Wetlands	This parcel contains a portion of IRP-5S(b) which is a drainage facility that has been designated as jurisdictional waters of the United States under Section 404 of the Clean Water Act. Development by the lessee in wetland areas will require Section 404 permits.
12 (CO-1, CO-2, and CO-4)	Hazardous Substances and Petroleum Products	This parcel contains the Arsenic AOC and portions of IRP-5S(b) and IRP-6 which have not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or extracting groundwater from beneath these CO areas
12 (CO-4)	AOCs	AOCs MAE-03, MAE-06, MWA-12, MWA-13, ST-12, ST-13A, ST-13B, ST-86, ST-88, TOW-11, and TOW-12 are located within this parcel and have received regulatory concurrence for NFA. Subsurface excavation, digging, drilling, or other soil disturbance, or using groundwater in the Arsenic AOC is restricted until the investigation is completed and it is deemed not to be a threat and/or the lessee obtains DON and BCT approval.
12 (CO-4)	Radiological Materials	Access to Building 190 is prohibited pending the results of a radiological survey.
12 (CO-4)	ACM	Copies of the ACM survey reports will be included in the lease documentation. Building 190 is restricted from occupation prior to demolition because FAD ACM was observed in the building. The lease will indicate that the lessee assumes responsibility for the management of ACM in accordance with applicable laws. Buildings 250 and 251 may be leased without this restriction because no FAD ACM was found. However, the lessee must still assume responsibility for the management of ACM, if any.
12 (CO-1, CO-2, and CO-4)	Groundwater Use/Subsurface Excavation	This parcel contains the Arsenic AOC and portions of IRP-5S(b) and IRP-6 which have not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or extracting groundwater from beneath these CO areas.

Table 9 (continued)
Notifications and Restrictions Summary

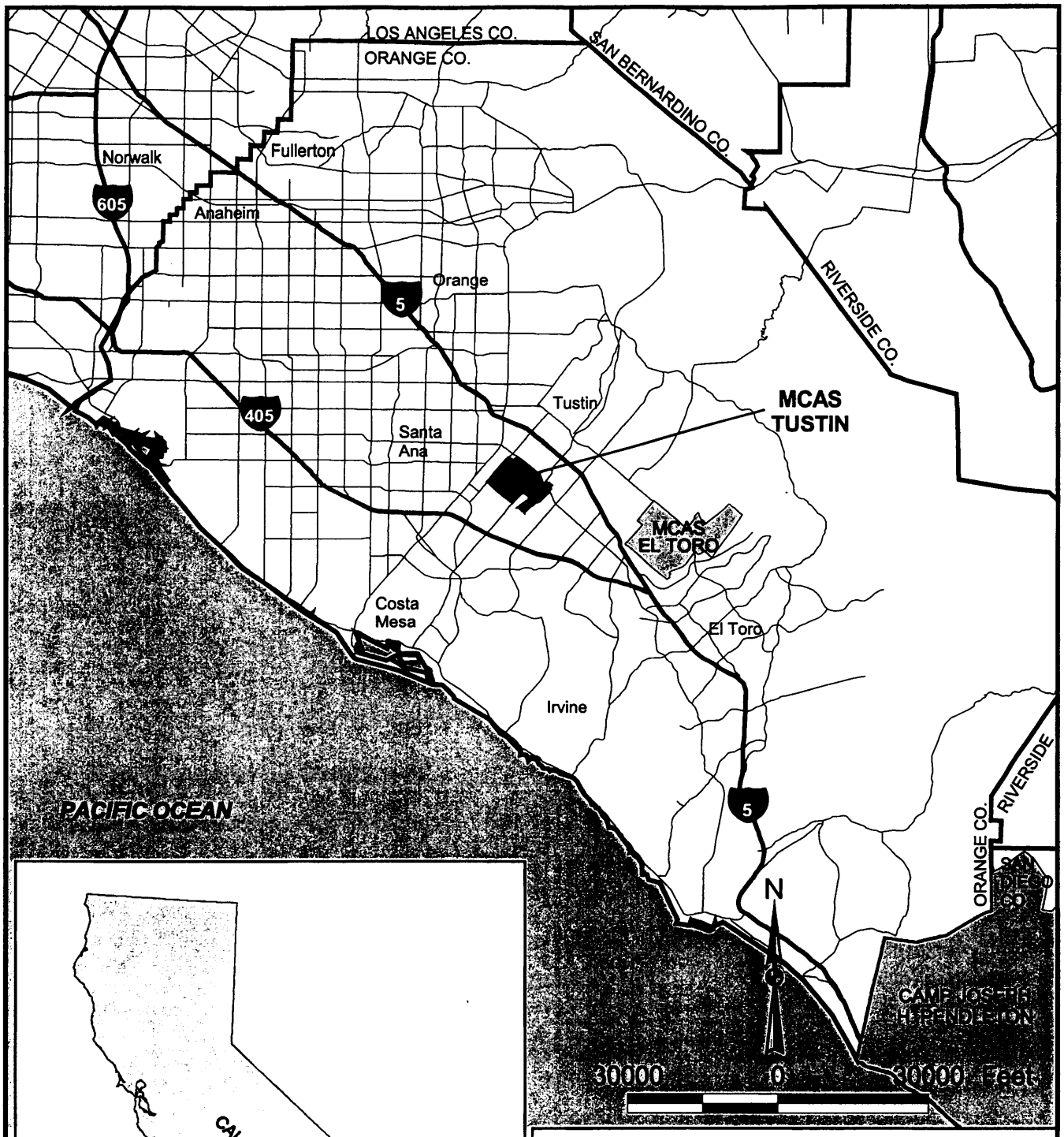
Parcel No. (Carve-Out Area)	Environmental Factor	Notification/Restriction
40 (CO-2)	Indoor Air Quality	Building 250 will be restricted from occupation unless appropriate air monitoring within the buildings is conducted by the lessee and the results are reviewed and approved by DON and the BCT.
40 (CO-2)	PCBs	Building 250 had associated transformers that contained PCBs at concentrations of less than or equal to 2 ppm (transformers with PCB concentrations less than 50ppm are classified by federal standards as non-PCB transformers).
40 (CO-1)	Wetlands	This parcel contains a portion of IRP-5S(b) which is a drainage facility that has been designated as jurisdictional waters of the United States under Section 404 of the Clean Water Act. Development by the lessee in wetland areas will require Section 404 permits.
40 (CO-1, CO-2 and CO-3)	Hazardous Substances and Petroleum Products	This parcel contains portions of IRP-5S(b), IRP-6, and IRP-8 which have not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or using groundwater from beneath these CO areas.
40 (CO-2 and CO-3)	AOCs	AOCs TOW-X6, MWA-25, and ST-77 are located within this parcel and have received regulatory concurrence for NFA.
40 (CO-2)	ACM	Building 250 may be leased without this restriction because no FAD ACM was found. However, the lessee must still assume responsibility for the management of ACM, if any.
40 (CO-1, CO-2, and CO-3)	Groundwater Use/Subsurface Excavation	This parcel contains portions of IRP-5S(b), IRP-6, and IRP-8 which have not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or extracting groundwater from beneath these CO areas.
42 (CO-2)	Groundwater Use/Subsurface Excavation	The portion of Parcel 42 within CO-2 is downgradient of the contaminated groundwater plume associated with IRP-6, which has not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or extracting groundwater from beneath this CO area.

Table 9 (continued)
Notifications and Restrictions Summary

Parcel No. (Carve-Out Area)	Environmental Factor	Notification/Restriction
42 (CO-2)	Hazardous Substances and Petroleum Products	The portion of Parcel 42 within CO-2 is downgradient of the contaminated groundwater plume associated with IRP-6, which has not received regulatory closure and is currently being evaluated. The lessee will be required to obtain DON and BCT approval before performing any subsurface excavation, digging, drilling, or other soil disturbance, or extracting groundwater from beneath this CO area.

Acronyms/Abbreviations:

ACM	asbestos-containing material
AOCs	area of concern
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
DON	United States Department of the Navy
FAD	friable, accessible, and damaged
IRP	Installation Restoration Program
LBP	lead-based paint
MAE	miscellaneous, air emission
MWA	miscellaneous, wash area
No.	number
NFA	no further action
PCBs	polychlorinated biphenyls
pCi/L	picocuries per liter
ST	storage, temporary
TOW	treatment, oil/water separator
U.S. EPA	United States Environmental Protection Agency
VOCs	volatile organic compounds



Finding of Suitability to Lease

Figure 1

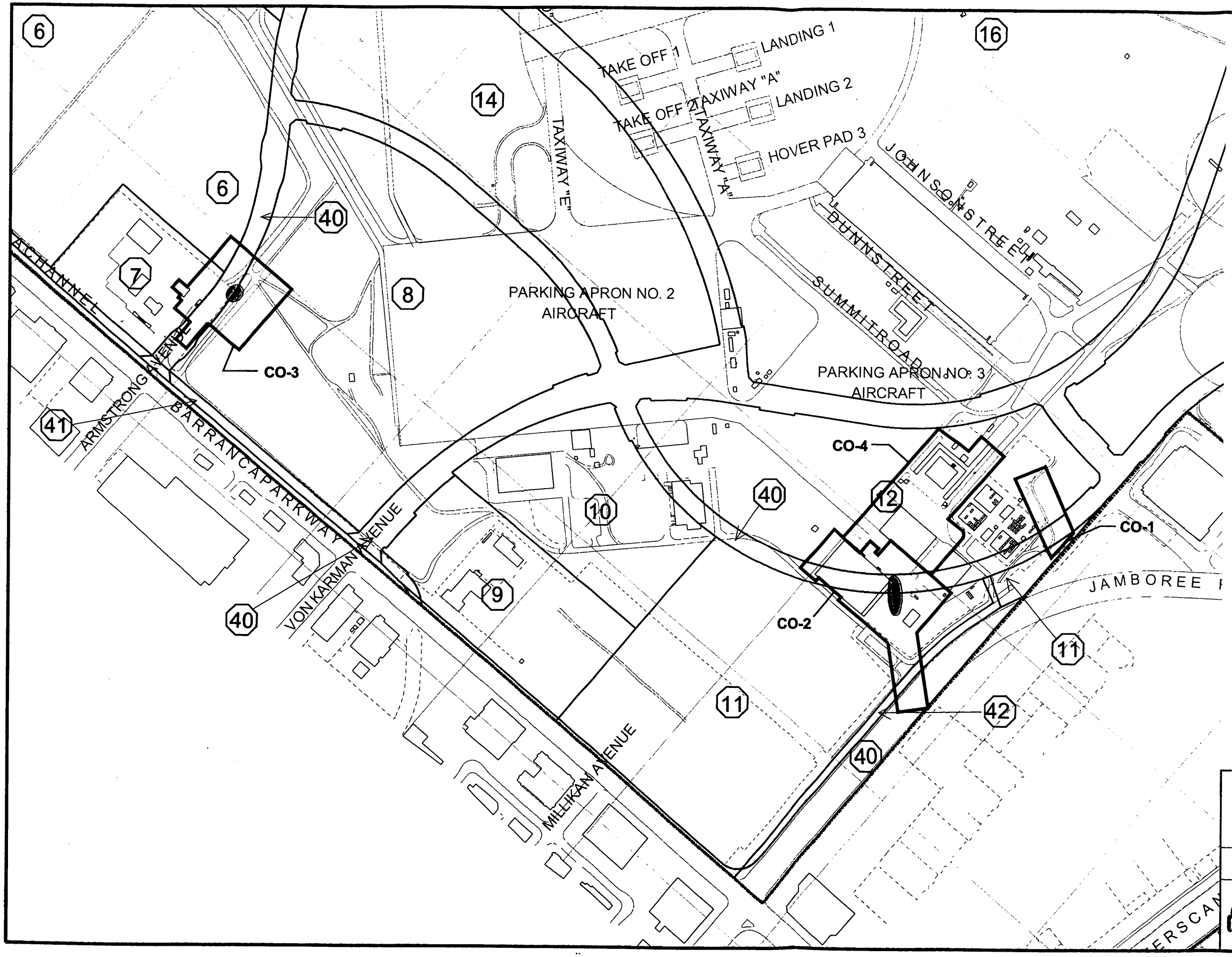
MCAS Tustin Vicinity Map, FOSL 2

Marine Corps Air Station, Tustin, California

Bechtel National, Inc.

CLEAN II Program

Date: 8/30/01
File No.: 187R7687
Job No.: 22214-187
Rev No.: A



LEGEND

- GOVERNMENT PROPERTY LINE
- MCAS TUSTIN REUSE PARCELS
- PARCEL NUMBER
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- SOUTHERN PARCEL CARVE-OUT AREAS
  - CO-1 : IRP-5S(b)
  - CO-2 : IRP-6 AND BUFFER ZONE
  - CO-3 : IRP8 AND BUFFER ZONE
  - CO-4 : ARSENIC AOC
- APPROXIMATE AREA OF 1,1-DCE CONCENTRATION IN GROUNDWATER GREATER THAN 5ug/L (BASED ON MAY 2000 MONITORING WELL DATA)
- APPROXIMATE AREA OF 1,1-DCE CONCENTRATION IN GROUNDWATER OF GREATER THAN 100ug/L (BASED ON MAY 2000 MONITORING WELL DATA)
- APPROXIMATE AREA OF 1,1-DCP CONCENTRATION IN GROUNDWATER OF GREATER THAN 5ug/L (BASED ON HYDROPUNCH AND TEMPORARY WELL POINT DATA COLLECTED DURING THE SI (1991) AND ESI (1996))

NOTES:

1. ALL LOCATIONS ARE APPROXIMATE.
2. DCE - DICHLOROETHENE
   DCP - DICHLOROPROPANE
   ug/L - MICROGRAMS PER LITER

SOURCES:

PARCEL DESIGNATION AND FUTURE LAND REUSE ARE BASED ON MCAS TUSTIN SPECIFIC PLAN/REUSE PLAN, ERRATA (CITY OF TUSTIN 1998).

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21,1990. REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

N

500 0 500 Feet

Finding of Suitability to Lease

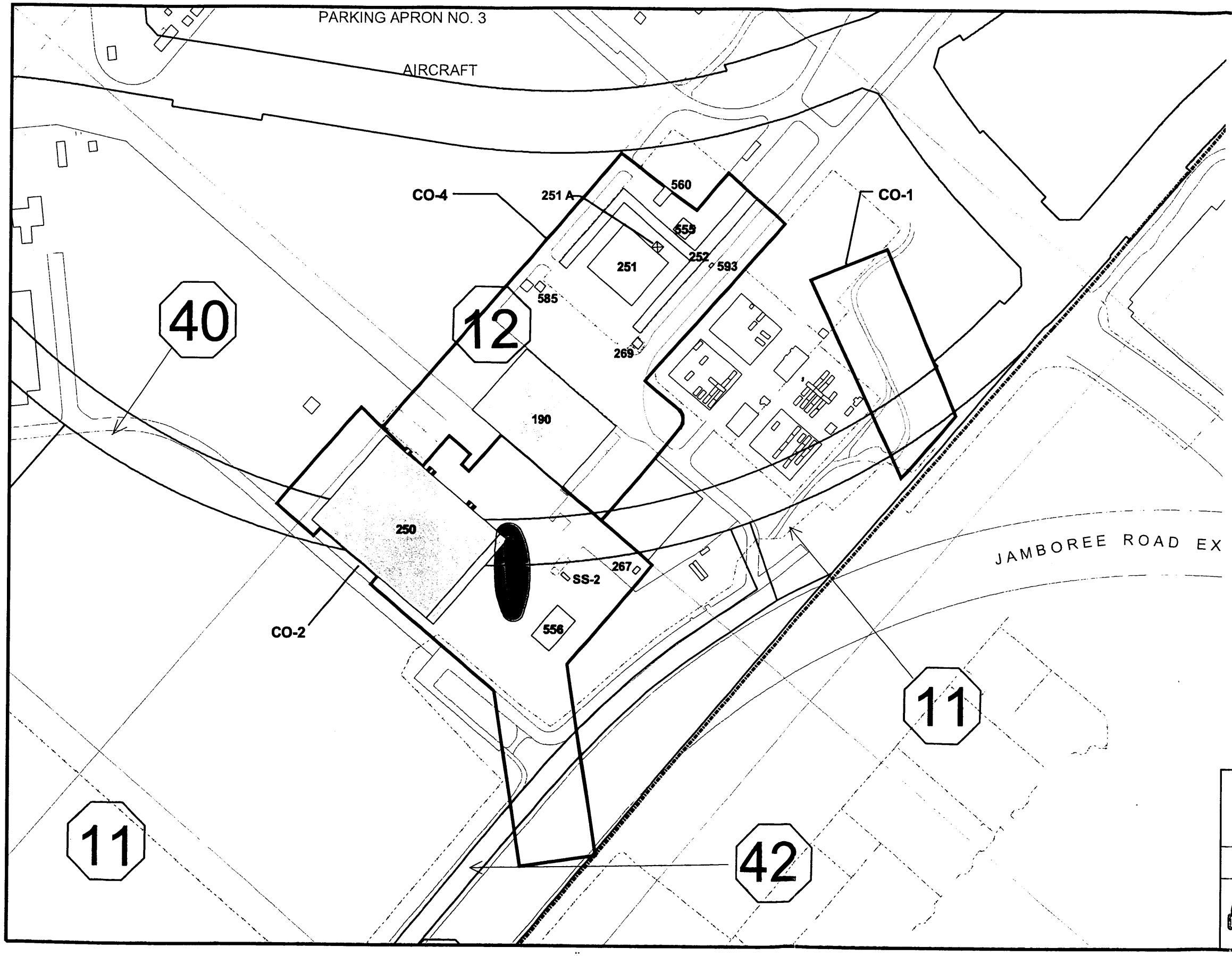
Figure 2

Southern Parcels Carve-Out Areas, FOSL 2

Marine Corps Air Station, Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 8/30/01
File No.: 187L7688
Job No.: 22214-187
Rev No.: A



LEGEND

- GOVERNMENT PROPERTY LINE
- BUILDING OR STRUCTURE WITHIN THE SOUTHERN PARCELS CARVE-OUT AREAS
- MCAS TUSTIN REUSE PARCELS
- PARCEL NUMBER
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- SOUTHERN PARCELS CARVE-OUT AREAS
  CO-1 : IRP-5S(b)
  CO-2 : IRP-6 AND BUFFER ZONE
  CO-3 : IRP-8 AND BUFFER ZONE
  CO-4 : ARSENIC AOC
- APPROXIMATE AREA OF 1,1-DCE CONCENTRATION IN GROUNDWATER GREATER THAN 5ug/L (BASED ON MAY 2000 MONITORING WELL DATA)
- APPROXIMATE AREA OF 1,1-DCE CONCENTRATION IN GROUNDWATER OF GREATER THAN 100ug/L (BASED ON MAY 2000 MONITORING WELL DATA)

NOTES:

1. ALL LOCATIONS ARE APPROXIMATE.
2. DCE - DICHLOROETHENE
   ug/L - MICROGRAMS PER LITER

SOURCES:

PARCEL DESIGNATION AND FUTURE LAND REUSE ARE BASED ON MCAS TUSTIN SPECIFIC PLAN/REUSE PLAN, ERRATA (CITY OF TUSTIN 1998).

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21,1990. REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

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Finding of Suitability to Lease

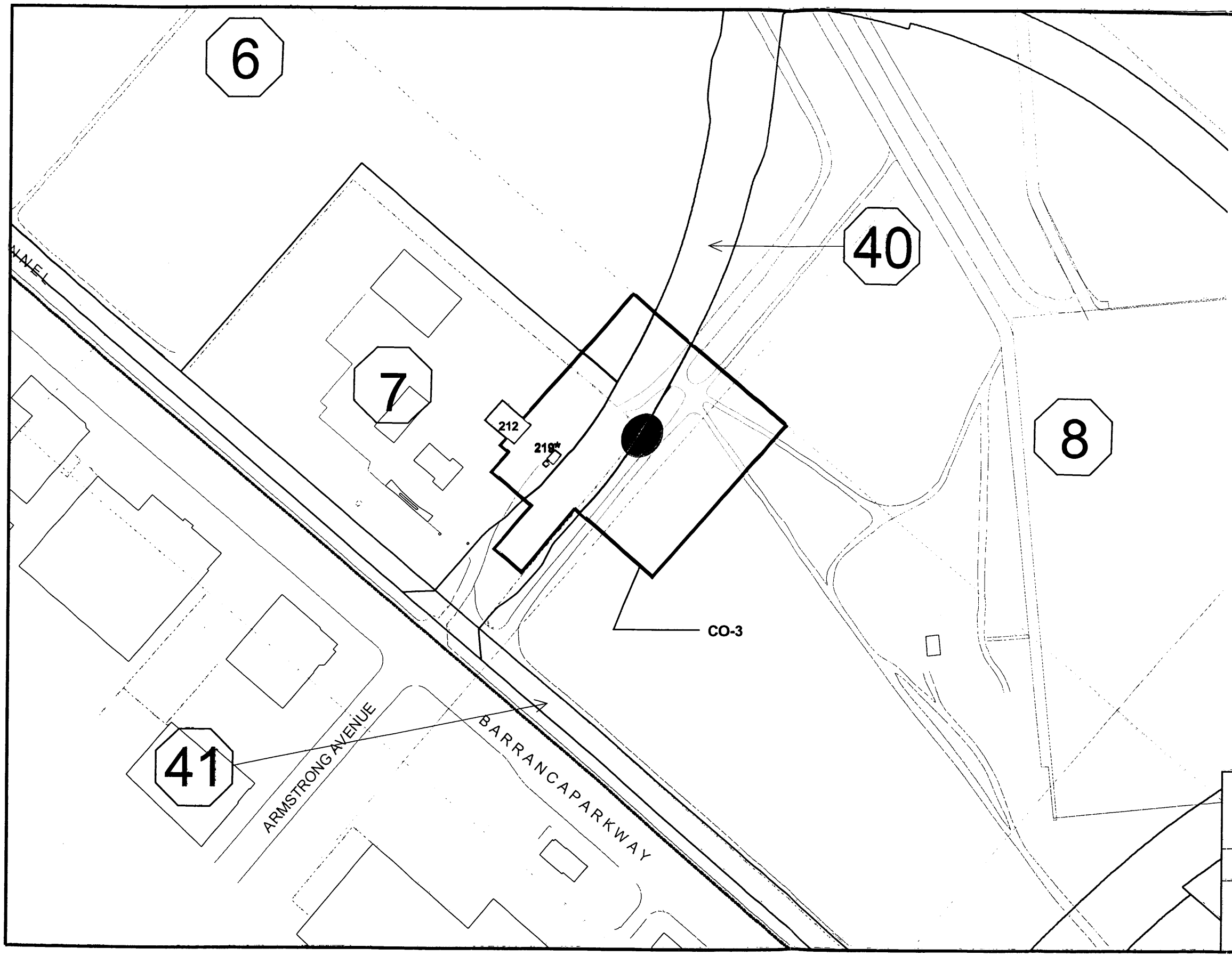
Figure 3

Buildings and Structures Within the Southern Parcels Carve-Out Areas (Arsenic AOC, IRP-5S(b) and IRP-6), FOSL 2

Marine Corps Air Station, Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 8/30/01
File No.: 187L7689
Job No.: 22214-187
Rev No.: A



LEGEND

- GOVERNMENT PROPERTY LINE
- BUILDING OR STRUCTURE WITHIN THE SOUTHERN PARCELS CARVE-OUT AREAS
- MCAS TUSTIN REUSE PARCELS
- PARCEL NUMBER
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- SOUTHERN PARCELS CARVE-OUT AREAS
  CO-1 : IRP-5S(b)
  CO-2 : IRP-6 AND BUFFER ZONE
  CO-3 : IRP-8 AND BUFFER ZONE
  CO-4 : ARSENIC AOC
- APPROXIMATE AREA OF 1,1-DCP CONCENTRATION IN GROUNDWATER GREATER THAN 5ug/L (BASED ON HYDROPUNCH AND TEMPORARY WELL POINT DATA COLLECTED DURING THE SI (1991) AND ESI (1996))
- * BUILDING 219 INCLUDES ONE BUILDING AND ONE STRUCTURE (ALUMINUM SHED)

NOTES:

1. ALL LOCATIONS ARE APPROXIMATE.
2. DCP - DICHLOROPROPANE
   ug/L - MICROGRAMS PER LITER

SOURCES:

PARCEL DESIGNATION AND FUTURE LAND REUSE ARE BASED ON MCAS TUSTIN SPECIFIC PLAN/REUSE PLAN, ERRATA (CITY OF TUSTIN 1998).

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21,1990. REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

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Finding of Suitability to Lease

Figure 4

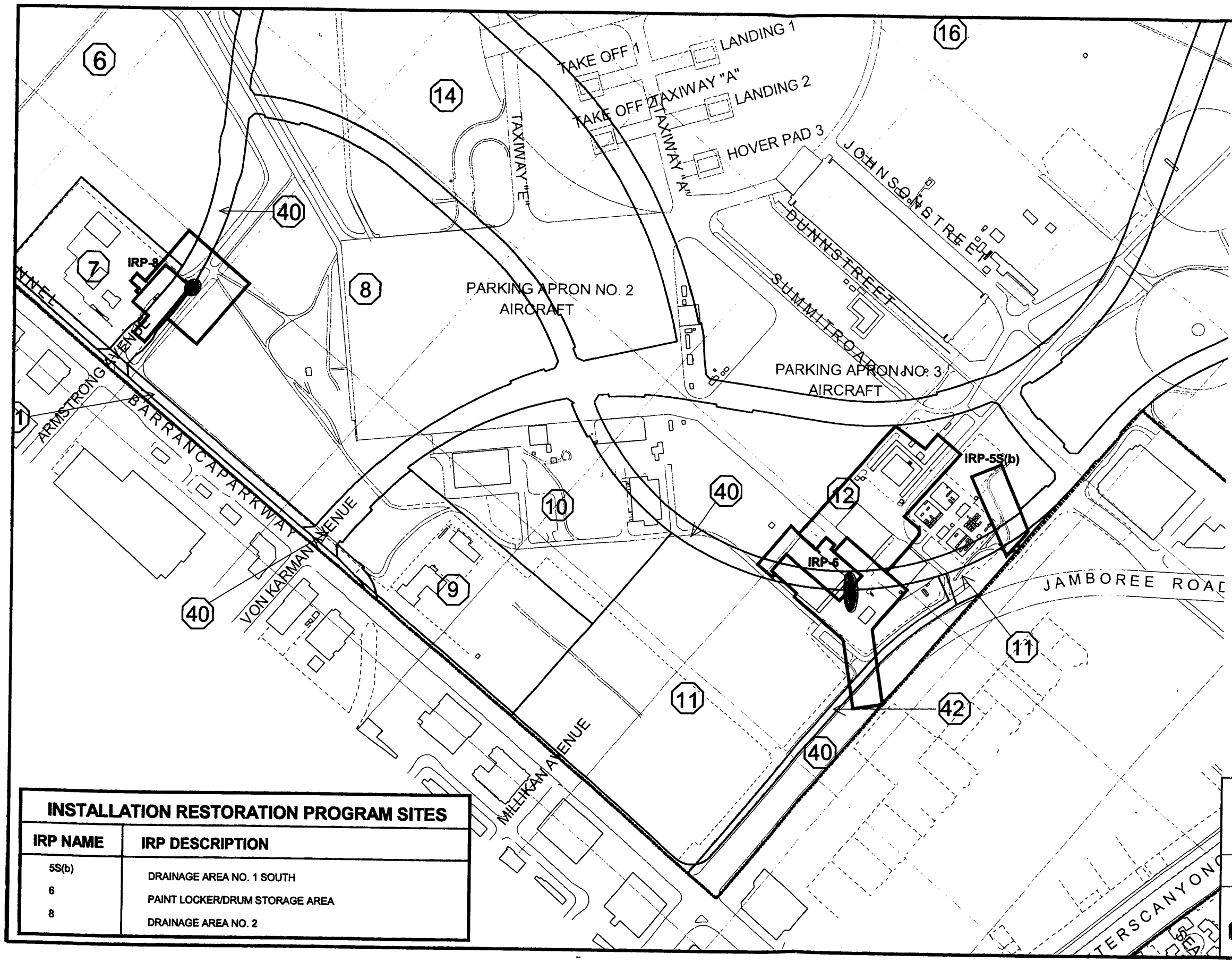
Buildings and Structures Within the Southern Parcels Carve-Out Areas (IRP-8), FOSL 2

Marine Corps Air Station, Tustin, California

Bechtel National, Inc.

CLEAN II Program

Date: 2/19/02
File No.: 187L7690
Job No.: 22214-187
Rev No.: C



LEGEND

- GOVERNMENT PROPERTY LINE
- MCAS TUSTIN REUSE PARCELS
- PARCEL NUMBER
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- INSTALLATION RESTORATION PROGRAM SITES
- SOUTHERN PARCELS CARVE-OUT AREAS
- APPROXIMATE AREA OF 1,1-DCE CONCENTRATION IN GROUNDWATER GREATER THAN 5ug/L (BASED ON MAY 2000 MONITORING WELL DATA)
- APPROXIMATE AREA OF 1,1-DCE CONCENTRATION IN GROUNDWATER GREATER THAN 100ug/L (BASED ON MAY 2000 MONITORING WELL DATA)
- APPROXIMATE AREA OF 1,1-DCP CONCENTRATION IN GROUNDWATER GREATER THAN 5ug/L (BASED ON HYDROPUNCH AND TEMPORARY WELL POINT DATA COLLECTED DURING THE SI (1991) AND ESI (1996))

N

NOTES:

1. ALL LOCATIONS ARE APPROXIMATE.
2. DCE - DICHLOROETHENE
   DCP - DICHLOROPROPANE
   ug/L - MICROGRAMS PER LITER

SOURCES:

IRP LOCATIONS BASED ON: FINAL REMEDIATION REPORT FOR OU-1 AND OU-2, MCAS TUSTIN, CALIFORNIA, BNI, NOVEMBER 1997; FINAL EXPANDED SITE INSPECTION REPORT, MCAS TUSTIN, CALIFORNIA, BNI, MARCH 1997; AND FINAL RCRA FACILITY ASSESSMENT REPORT, MCAS TUSTIN, BNI, JUNE 1997.

PARCEL DESIGNATION AND FUTURE LAND REUSE ARE BASED ON MCAS TUSTIN SPECIFIC PLAN/REUSE PLAN, ERRATA (CITY OF TUSTIN 1998).

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21,1990. REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

500 0 500 Feet

INSTALLATION RESTORATION PROGRAM SITES	
IRP NAME	**IRP DESCRIPTION**
5S(b)	DRAINAGE AREA NO. 1 SOUTH
6	PAINT LOCKER/DRUM STORAGE AREA
8	DRAINAGE AREA NO. 2

Finding of Suitability to Lease

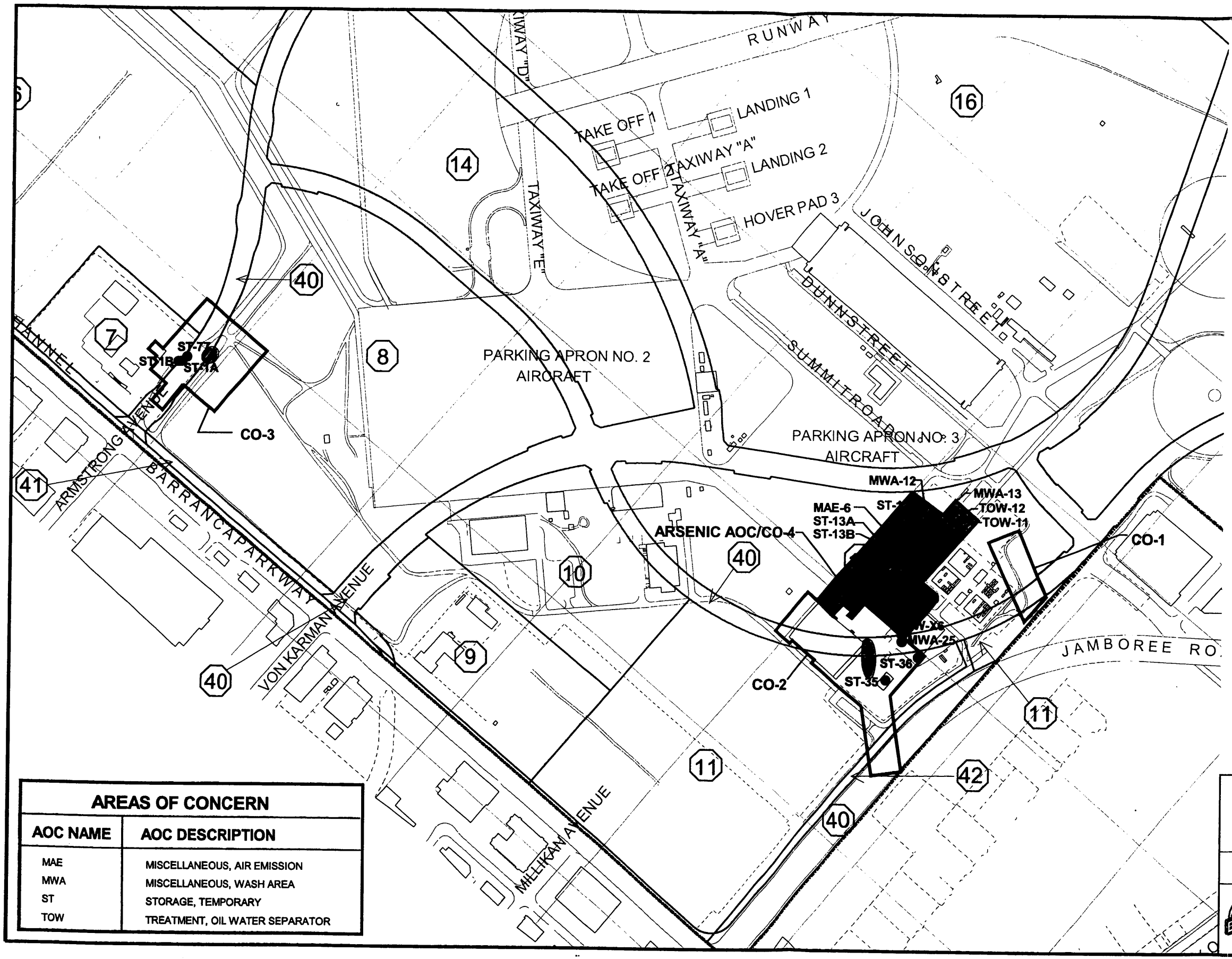
Figure 5

IRP Sites Within the Southern Parcels Carve-Out Areas, FOSL 2

Marine Corps Air Station, Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 8/30/01
File No.: 187L7691
Job No.: 22214-187
Rev No.: A



LEGEND

- GOVERNMENT PROPERTY LINE
- MCAS TUSTIN REUSE PARCELS
- PARCEL NUMBER
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- SOUTHERN PARCELS IRP CARVE-OUT AREAS
  CO-1 : IRP-5S(b)
  CO-2 : IRP-6 AND BUFFER ZONE
  CO-3 : IRP-8 AND BUFFER ZONE
- SOUTHERN PARCELS OTHER CARVE-OUT AREAS
  CO-4 : ARSENIC AOC
- APPROXIMATE AREA OF 1,1-DCE CONCENTRATION IN GROUNDWATER GREATER THAN 5ug/L (BASED ON MAY 2000 MONITORING WELL DATA)
- APPROXIMATE AREA OF 1,1-DCE CONCENTRATION IN GROUNDWATER OF GREATER THAN 100ug/L (BASED ON MAY 2000 MONITORING WELL DATA)
- APPROXIMATE AREA OF 1,1-DCP CONCENTRATION IN GROUNDWATER OF GREATER THAN 5ug/L (BASED ON HYDROPUNCH AND TEMPORARY WELL POINT DATA COLLECTED DURING THE SI (1991) AND ESI (1996))
- NO FURTHER ACTION CONCURRENCE RECEIVED

N

NOTES:

1. ALL LOCATIONS ARE APPROXIMATE.
2. DCE - DICHLOROETHENE
   DCP - DICHLOROPROPANE
   ug/L - MICROGRAMS PER LITER

SOURCES:

PARCEL DESIGNATION AND FUTURE LAND REUSE ARE BASED ON MCAS TUSTIN SPECIFIC PLAN/REUSE PLAN, ERRATA (CITY OF TUSTIN 1998).

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21,1990. REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

500 0 500 Feet

AREAS OF CONCERN

AOC NAME	AOC DESCRIPTION
MAE	MISCELLANEOUS, AIR EMISSION
MWA	MISCELLANEOUS, WASH AREA
ST	STORAGE, TEMPORARY
TOW	TREATMENT, OIL WATER SEPARATOR

Finding of Suitability to Lease

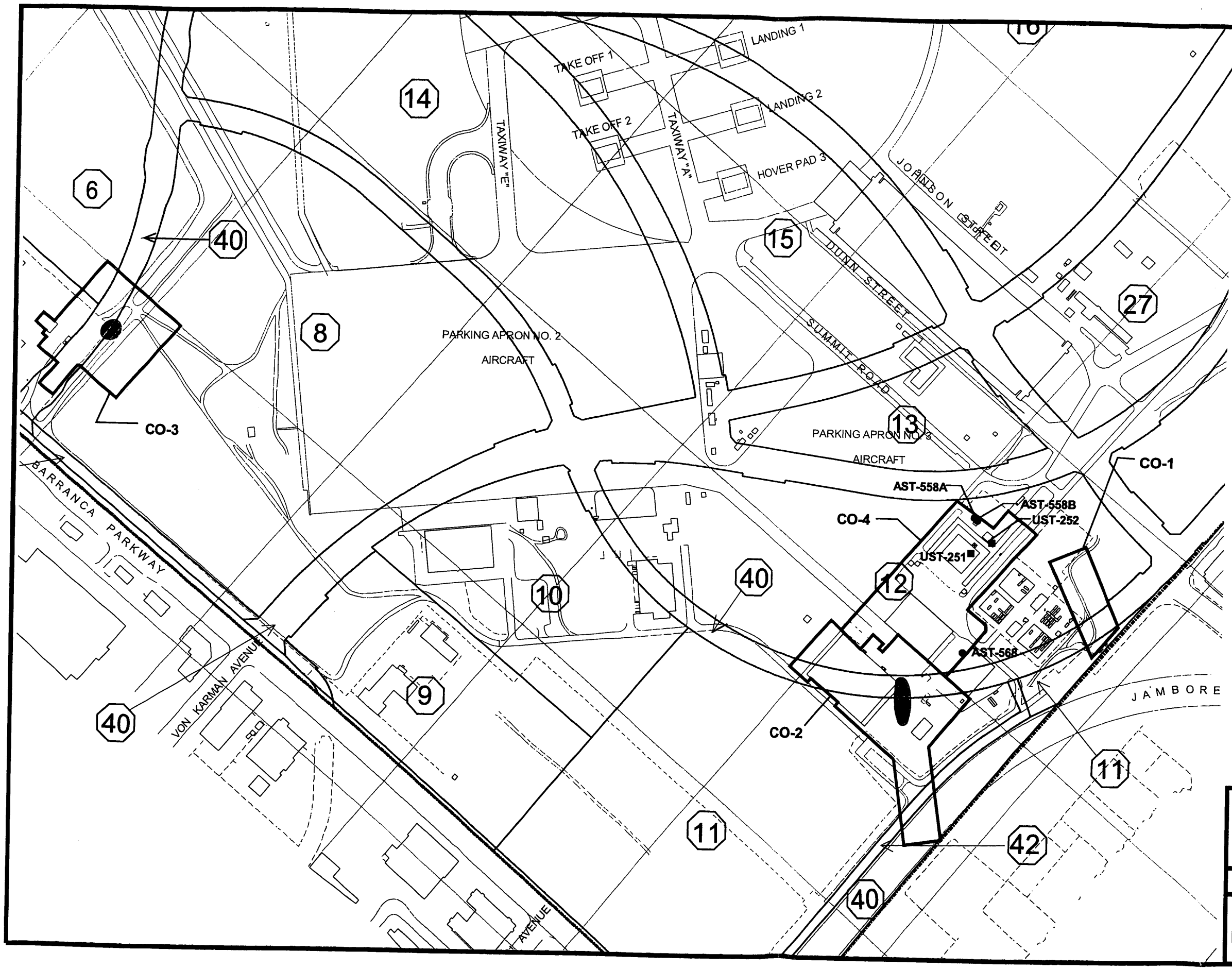
Figure 6

AOCs Within the Southern Parcels Carve-Out Areas, FOSL 2

Marine Corps Air Station, Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 8/30/01
File No.: 187L7692
Job No.: 22214-187
Rev No.: A



LEGEND

- ABOVEGROUND STORAGE TANK
- UNDERGROUND STORAGE TANK
- GOVERNMENT PROPERTY LINE
- MCAS TUSTIN REUSE PARCELS
- PARCEL NUMBER (20)
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- SOUTHERN PARCELS CARVE-OUT AREAS
  CO-1 : IRP-5S(b)
  CO-2 : IRP-6 AND BUFFER ZONE
  CO-3 : IRP-8 AND BUFFER ZONE
  CO-4 : ARSENIC AOC
- APPROXIMATE AREA OF 1,1-DCE CONCENTRATION IN GROUNDWATER GREATER THAN 5ug/L (BASED ON MAY 2000 MONITORING WELL DATA)
- APPROXIMATE AREA OF 1,1-DCE CONCENTRATION IN GROUNDWATER GREATER THAN 100ug/L (BASED ON MAY 2000 MONITORING WELL DATA)
- APPROXIMATE AREA OF 1,1-DCP CONCENTRATION IN GROUNDWATER GREATER THAN 5ug/L (BASED ON HYDROPUNCH AND TEMPORARY WELL POINT DATA COLLECTED DURING THE SI (1991) AND ESI (1996))

N

NOTES:

1. ALL LOCATIONS ARE APPROXIMATE.
2. ALL USTs AND ASTs HAVE RECEIVED REGULATORY CONCURRENCE FOR NO FURTHER ACTION.
3. DCE - DICHLOROETHENE
   DCP - DICHLOROPROPANE
   ug/L - MICROGRAMS PER LITER

SOURCES:

PARCEL DESIGNATION AND FUTURE LAND REUSE ARE BASED ON MCAS TUSTIN SPECIFIC PLAN/REUSE PLAN, ERRATA (CITY OF TUSTIN 1998).

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21,1990. REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

400 0 400 Feet

Finding of Suitability to Lease

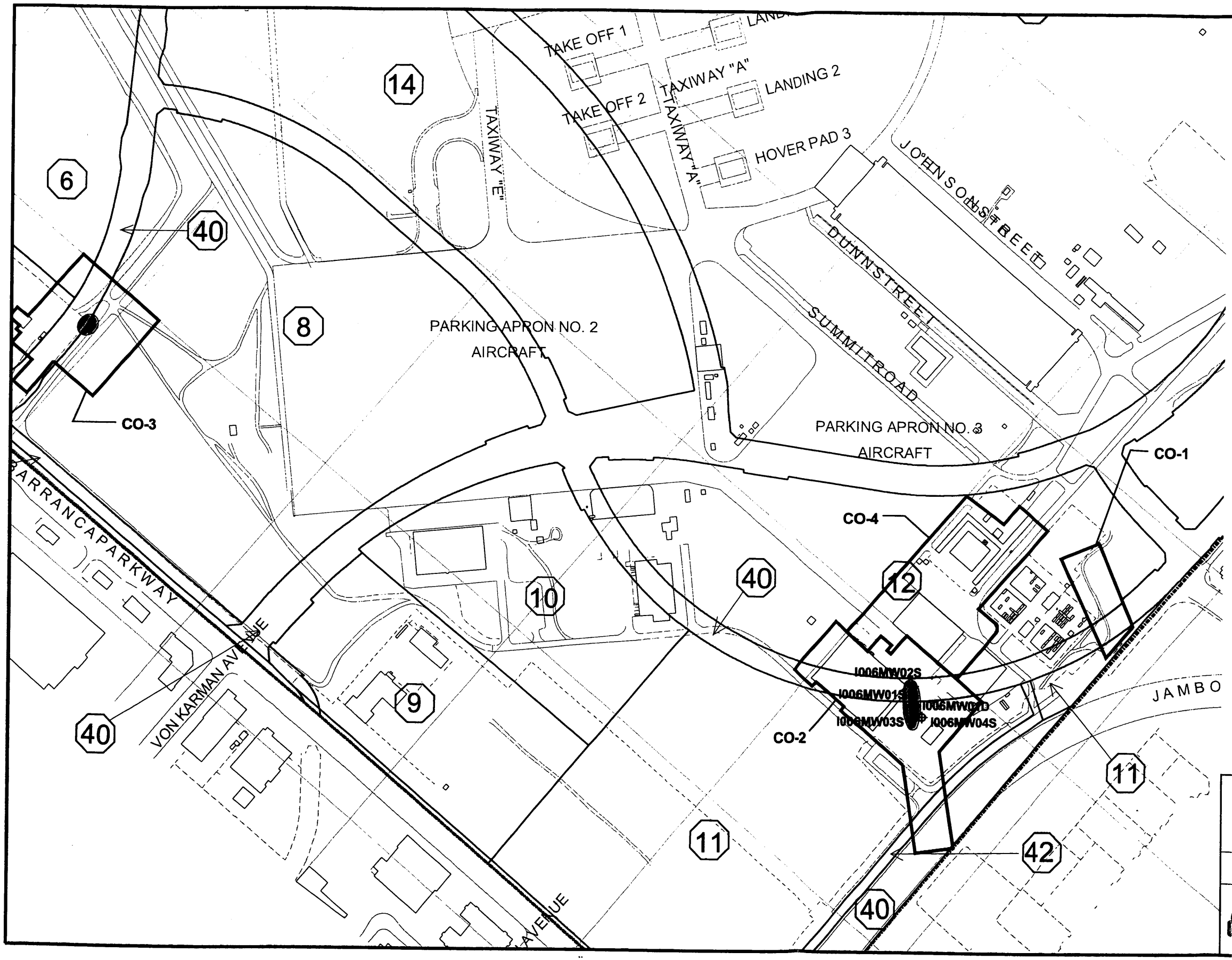
Figure 7

Former USTs and ASTs Within the Southern Parcels Carve-Out Areas

Marine Corps Air Station, Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 2/6/01
File No.: 085L6089
Job No.: 22214-085
Rev No.: C



LEGEND

- MONITORING WELL
- GOVERNMENT PROPERTY LINE
- MCAS TUSTIN REUSE PARCELS
- PARCEL NUMBER
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- SOUTHERN PARCELS CARVE-OUT AREAS
  - CO-1 : IRP-5S(b)
  - CO-2 : IRP-6 AND BUFFER ZONE
  - CO-3 : IRP-8 AND BUFFER ZONE
  - CO-4 : ARSENIC AOC
- APPROXIMATE AREA OF 1,1-DCE CONCENTRATION IN GROUNDWATER GREATER THAN 5ug/L (BASED ON MAY 2000 MONITORING WELL DATA)
- APPROXIMATE AREA OF 1,1-DCE CONCENTRATION IN GROUNDWATER GREATER THAN 100ug/L (BASED ON MAY 2000 MONITORING WELL DATA)
- APPROXIMATE AREA OF 1,1-DCP CONCENTRATION IN GROUNDWATER GREATER THAN 5ug/L (BASED ON HYDROPUNCH AND TEMPORARY WELL POINT DATA COLLECTED DURING THE SI (1991) AND ESI (1996))

N

NOTES:

1. ALL LOCATIONS ARE APPROXIMATE.
2. DCE - DICHLOROETHENE
   DCP - DICHLOROPROPANE
   ug/L - MICROGRAMS PER LITER

SOURCES:

PARCEL DESIGNATION AND FUTURE LAND REUSE ARE BASED ON MCAS TUSTIN SPECIFIC PLAN/REUSE PLAN, ERRATA (CITY OF TUSTIN 1998).

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21,1990. REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

400 0 400 Feet

Finding of Suitability to Lease

Figure 8

Monitoring Wells Within the Southern Parcels Carve-Out Areas, FOSL 2

Marine Corps Air Station, Tustin, California

Bechtel National, Inc.

CLEAN II Program

Date: 8/30/01
File No.: 187L7694
Job No.: 22214-187
Rev No.: A

ATTACHMENT 1
REFERENCES

REFERENCES

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URS. 2001. Marine Corps Air Station El Toro and Marine Corps Air Facility Tustin Friable, Accessible, and Damaged (FAD) Asbestos Survey Report. January.

ATTACHMENT 2

NO FURTHER ACTION REGULATORY CONCURRENCE LETTERS FOR AOCs, USTs, AND ASTs WITHIN THE SOUTHERN PARCELS CARVE-OUT AREAS

ATTACHMENT 3

LEASE RESTRICTION REVISION FORM

LEASE RESTRICTION REVISON FORM

Lease Restriction Revision (Navy Endorsement/Regulatory Review) Form
Upon completion, this form shall be attached to the original Finding of Suitability to Lease (FOSL) under revision.
SUBJECT: Parcel Identity _____
FOSL Revision # _____**; Revision Date:** _____
NAVY ENDORSEMENT:
Section 5: "*Summary of Lease Restrictions*" of the MCAS Tustin FOSL for above subject Parcel Identity is hereby revised as follows:

Check Box	TYPE OF REVISION	Lease Restriction/Condition Number(s) (Refer to Section 5 of the FOSL)
	REMOVE	
	ADD Text enclosed Yes ☐ No ☐	
	MODIFY (text enclosed)	

As a result of this revision, the following area(s) and/or facility(ties) is (are) **now suitable for occupancy/access:**_____
Area(s) and/or facility(ties) which is (are) **now not suitable for occupancy/access** based on addition/modification of the restriction(s) is (are) as follow(s):_____
_____
The following enclosure(s) provide(s) the environmental documentation for each of the lease restriction/condition revisions identified above:_____
_____

_____ _____
BRAC ENVIRONMENTAL COORDINATOR DATE

EPA CONSULTATIONS/REVIEW:

☐ The environmental documentation for the revision to the lease restriction/conditions as identified in the above Navy Endorsement has been reviewed by this office. Based upon the information provided, this office is satisfied that the assessment is complete and has no comments regarding the Navy endorsement.

☐ This office does not concur with the Navy endorsement. Review comments and the rationale for the lack of concurrence are provided by Attachment (1).

_____ _____
ENVIRONMENTAL PROTECTION AGENCY DATE

DTSC CONSULTATIONS/REVIEW:

☐ The environmental documentation for the revision to the lease restriction/conditions as identified in the above Navy Endorsement has been reviewed by this office. Based upon the information provided, this office is satisfied that the assessment is complete and has no comments regarding the Navy endorsement.

☐ This office does not concur with the Navy endorsement. Review comments and the rationale for the lack of concurrence are provided by Attachment (1).

_____ _____
DEPARTMENT OF TOXIC SUBSTANCES CONTROL DATE

ATTACHMENT 4

HAZARDOUS SUBSTANCE AND UST/AST SUBSTANCE NOTIFICATION TABLES

ATTACHMENT 4
HAZARDOUS SUBSTANCE NOTIFICATION TABLE

Parcel Number	AOC or IRP Site	Hazardous Substances[1]	CAS No.[2]	Regulatory Synonym	RCRA[3] Waste No.	Reportable Quantity[4] (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of	Reference/ Page No.
Parcels 6, 7, 8, and 40	IRP-8	diesel fuel	NA	NA	NA	NA	Unknown	1976 to 1984	R	A, Tbl. F-1
Parcel 7	ST-1A	paint thinners	NA	NA	NA	NA	Unknown	1991 to 1997	S	A, Tbl. 5-9
Parcel 7	ST-1A	solvents	NA	NA	NA	NA	Unknown	1991 to 1997	S	A, Tbl. 5-9
Parcel 7	ST-1A	waste oil	NA	NA	NA	NA	Unknown	1991 to 1997	S	A, Tbl. 5-9
Parcel 7	ST-1A	oily rags	NA	NA	NA	NA	Unknown	1991 to 1997	S	A, Tbl. 5-9
Parcel 7	ST-1B	paint thinners	NA	NA	NA	NA	Unknown	???? To 1991	S	A, Tbl. 5-9
Parcel 7	ST-1B	solvents	NA	NA	NA	NA	Unknown	???? To 1991	S	A, Tbl. 5-9
Parcel 7	ST-1B	waste oil	NA	NA	NA	NA	Unknown	???? To 1991	S	A, Tbl. 5-9
Parcel 7	ST-1B	oily rags	NA	NA	NA	NA	Unknown	???? To 1991	S	A, Tbl. 5-9
Parcel 40	ST-77	mixed wastes	NA	NA	NA	NA	Unknown	1992 to 1999	S	A, Tbl. 5-3
Parcel 11	ST-35	resin-based adhesives	NA	NA	NA	NA	Unknown	1991 to 1999	S	B, App. B - File No. ST-35
Parcel 11	ST-35	corrosive adhesives	NA	NA	NA	NA	Unknown	1991 to 1999	S	B, App. B - File No. ST-35
Parcel 11	ST-35	MEK	78933	2-butanone, MEK	U159	1	Unknown	1991 to 1999	S	B, App. B - File No. ST-35
Parcel 11	ST-35	PD-680 (Stoddard solvent)	8052413*	NA	NA	NA	Unknown	1991 to 1999	S	B, App. B - File No. ST-35
Parcel 11	ST-35	lead peroxide (sealing compound)	NA	NA	NA	NA	Unknown	1991 to 1999	S	B, App. B - File No. ST-35
Parcel 11	ST-35	petroleum oil	NA	NA	NA	NA	Unknown	1991 to 1999	S	B, App. B - File No. ST-35
Parcel 11	ST-35	synthetic oil	NA	NA	NA	NA	Unknown	1991 to 1999	S	B, App. B - File No. ST-35
Parcel 11	ST-35	paint-related materials (flammable)	NA	NA	NA	NA	Unknown	1991 to 1999	S	B, App. B - File No. ST-35
Parcel 11	ST-35	hydraulic fluids	NA	NA	NA	NA	Unknown	1991 to 1999	S	B, App. B - File No. ST-35
Parcel 11	ST-35	grease	NA	NA	NA	NA	Unknown	1991 to 1999	S	B, App. B - File No. ST-35
Parcel 11	ST-35	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	NA	1991 to 1999	NA	B, App. B - File No. ST-35
Parcel 11	ST-36	paints	NA	NA	NA	NA	Unknown	1981 to 1999	S	A, Tbl. 5-9
Parcel 11	ST-36	thinners	NA	NA	NA	NA	Unknown	1981 to 1999	S	A, Tbl. 5-9
Parcel 11	ST-36	solvents	NA	NA	NA	NA	Unknown	1981 to 1999	S	A, Tbl. 5-9
Parcels 11, 12, and 40	IRP-5S(b)	JP-5	NA	NA	NA	NA	Unknown	1956 to 1983	D	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-5S(b)	lube oil	NA	NA	NA	NA	Unknown	1956 to 1983	D	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-5S(b)	battery acid	NA	NA	NA	NA	Unknown	1956 to 1983	D	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-5S(b)	solvents	NA	NA	NA	NA	Unknown	1956 to 1983	D	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-6	crankcase oil	NA	NA	NA	NA	Unknown	1972 to 1981	S	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-6	hydraulic fluid	NA	NA	NA	NA	Unknown	1972 to 1981	S	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-6	paint stripper	NA	NA	NA	NA	Unknown	1972 to 1981	S	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-6	penetrating oil	NA	NA	NA	NA	Unknown	1972 to 1981	S	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-6	MEK	78933	2-butanone	U159	NA	Unknown	1972 to 1981	S	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-6	MEKP	1338234	2-butanone peroxide	U160	NA	Unknown	1972 to 1981	S	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-6	isobutyl alcohol	78831	1-propanol, 2-methyl	U140	NA	Unknown	1972 to 1981	S	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-6	polyester resin	NA	NA	NA	NA	Unknown	1972 to 1981	S	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-6	PD-680	NA	NA	NA	NA	Unknown	1972 to 1981	S	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-6	polyurethane thinner	NA	NA	NA	NA	Unknown	1972 to 1981	S	A, Tbl. F-1
Parcels 11, 12, and 40	IRP-6	Alodine™	NA	NA	NA	NA	Unknown	1972 to 1981	S	A, Tbl. F-1

ATTACHMENT 4
HAZARDOUS SUBSTANCE NOTIFICATION TABLE

Parcel Number	AOC or IRP Site	Hazardous Substances[1]	CAS No.[2]	Regulatory Synonym	RCRA[3] Waste No.	Reportable Quantity[4] (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of	Reference/ Page No.
Parcel 12	MAE-3	paints (polyurethane and epoxy-based), Arsenic	NA	NA	NA	NA	Unknown	???? to 1999	R	B, App. B - File No. MAE-03
Parcel 12	MAE-6	calcium	7440702	NA	NA	NA	Unknown	???? to 1999	R	C, Sec. 5.3 and Tbl. 5-11
Parcel 12	MAE-6	magnesium	7439954	NA	NA	NA	Unknown	???? to 1999	R	C, Sec. 5.3 and Tbl. 5-11
Parcel 12	MAE-6	sodium	7440235	NA	NA	1,000	Unknown	???? to 1999	R	C, Sec. 5.3 and Tbl. 5-11
Parcel 12	MAE-6	zinc	7440666	NA	NA	1	Unknown	???? to 1999	R	C, Sec. 5.3 and Tbl. 5-11
Parcel 12	MAE-6	paints (lead and polyurethane-based)	NA	NA	NA	NA	Unknown	???? to 1999	R	B, App. B - File No. MAE-06
Parcel 12	MWA-12	waste oil	NA	NA	NA	NA	Unknown	???? to 1999	D	A, Tbl. 5-9
Parcel 12	MWA-12	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	NA	???? to 1999	NA	B, App. B - File No. MWA-12
Parcel 12	MWA-13	waste oil	NA	NA	NA	NA	Unknown	???? to 1999	D	A, Tbl. 5-9
Parcel 12	MWA-13	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	NA	???? to 1999	NA	B, App. B - File No. MWA-13
Parcel 12	ST-12	petroleum oil	NA	NA	NA	NA	Unknown	???? to 1999	S	B, App. B - File No. ST-12
Parcel 12	ST-12	lubricant oil	NA	NA	NA	NA	Unknown	???? to 1999	S	B, App. B - File No. ST-12
Parcel 12	ST-12	paint-related materials	NA	NA	NA	NA	Unknown	???? to 1999	S	B, App. B - File No. ST-12
Parcel 12	ST-12	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	NA	???? to 1999	NA	B, App. B - File No. ST-12
Parcel 12	ST-13 A,B	petroleum oil	NA	NA	NA	NA	Unknown	1991 to 1999	S	B, App. B - File No. ST-13
Parcel 12	ST-13 A,B	lubricant oil	NA	NA	NA	NA	Unknown	1991 to 1999	S	B, App. B - File No. ST-13
Parcel 12	ST-13 A,B	*PR/VSI indicated no visible/reported releases identified, unit integrity good.*	NA	NA	NA	NA	NA	1991 to 1999	NA	B, App. B - File No. ST-13
Parcel 12	TOW-11	waste oil	NA	NA	NA	NA	Unknown	1982 to 1999	S	A, Tbl. F-1, and B, App. B - file No. TOW-11
Parcel 12	TOW-11	detergents	NA	NA	NA	NA	Unknown	1982 to 1999	S	A, Tbl. 5-8 and F-1
Parcel 12	TOW-11	*PR/VSI indicated no visible or reported releases identified.*	NA	NA	NA	NA	NA	1982 to 1999	NA	B, App. B - File No. TOW-11
Parcel 12	TOW-12	waste oil	NA	NA	NA	NA	Unknown	1989 to 1999	S	A, Tbl. 5-8 and F-1, and B, App. B - File No. TOW -12
Parcel 12	TOW-12	detergents	NA	NA	NA	NA	Unknown	1989 to 1999	S	A, Tbl. 5-8 and F-1, and B, App. B - File No. TOW -12
Parcel 12	TOW-12	*PR/VSI indicated no visible or reported releases identified.*	NA	NA	NA	NA	NA	1989 to 1999	NA	B, App. B - File No. TOW-12
Parcel 12	ST-86	mixed wastes, Arsenic	NA	NA	NA	NA	NA	Unknown	S	A, Tbl. 5-9
Parcel 12	ST-88	Arsenic	NA	NA	NA	NA	NA	1970 to 1998	NA	A, Tbl. 5-9
Parcel 40	TOW-X6	oily wastes	NA	NA	NA	NA	Unknown	???? to 1999	S	A, Tbl. 5-8
Parcel 40	TOW-X6	detergents	NA	NA	NA	NA	Unknown	???? to 1999	S	A, Tbl. 5-8
Parcel 40	MWA-25	oily wastes	NA	NA	NA	NA	Unknown	???? to 1999	D	A, Tbl. 5-9
Parcel 40	MWA-25	detergents	NA	NA	NA	NA	Unknown	???? to 1999	D	A, Tbl. 5-9
NA	Facilitywide	asbestos	1332214	NA	NA	NA	Unknown	1942 to 1999	Used	
NA	Facilitywide	paints (lead-based)	NA	NA	NA	NA	Unknown	1942 to 1999	Used	
NA	Various buildings	transformers containing PCBs	1336363	Arochlors, polychlorinated biphenyls	NA	NA	Unknown	1942 to 1999	Used	

Notes:

* Data from NIOSH website (http://www.siri.uvm.edu.nioshdb)

[1] This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4 and contains categories (a "Reference" column has been added to the format).

[2] CAS - Chemical Abstracts Services

[3] RCRA - Resource Conservation and Recovery Act

[4] NA - The reported substance is not listed on the 40 CFR 302.4 table and therefore has no corresponding reportable quantity.

ATTACHMENT 4
HAZARDOUS SUBSTANCE NOTIFICATION TABLE

Parcel Number	AOC or IRP Site	Hazardous Substances[1]	CAS No.[2]	Regulatory Synonym	RCRA[3] Waste No.	Reportable Quantity[4] (Pounds)	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of	Reference/ Page No.

References:
A - Final EBS (BNI March 2001)
B - Facility Assessment, Revised Preliminary Review/Draft Visual Site Inspection Report for Facility Assessment at MCAS Tustin (JEG March 1992)
C - Final No Further Action Report, Vol. I of II for Sites MDA-06, MAE-05, MAE-06, MWA-01, UST-530B, TOW-X1, and TOW-X8 (OHM June 2001)

Acronyms/Abbreviations:
AOC - area of concern
App. - appendix
BNI - Bechtel National, Inc.
CAS - Chemical Abstracts Services
CFR - code of federal register
EBS - Environmental Baseline Survey
IRP - Installation Restoration Program
JEG - Jacobs Engineering Group
JP-5 - jet fuel
MAE - miscellaneous, air emission
MDA - miscellaneous, potential disposal area
MCAS - Marine Corps Air Station
MEK - methylethyl ketone
MEKP - methylethyl ketone peroxide
MWA - miscellaneous, wash area
NA - not applicable
NIOSH - National Institute of Occupational Safety and Health
No. - number
PCB - polychlorinated biphenyls
PR/VSI - preliminary review/visual site inspection
RCRA - Resource Conservation and Recovery Act
ST - storage, temporary
Tbl. - table
TOW - treatment, oil/water separator
UST - underground storage tank

ATTACHMENT 4 - UST/AST SUBSTANCE NOTIFICATION TABLE

Parcel No.	UST/AST	UST/AST Substances[a]	Quantity	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D) of	Cleanup Criteria (mg/kg)	Reference/ Page No.
Parcel 12	AST-558A (SAT-4)	Diesel	Unknown	???? to 1998	S	1000 or below	A, Tbl. 5-6
Parcel 12	AST-558B (SAT-4)	Unleaded gasoline	Unknown	???? to 1998	S	1000 or below	A, Tbl. 5-6
Parcel 12	AST-568 (SAT-13)	Noncombustible waste	Unknown	???? to 1999	S	1000 or below	A, Tbl. 5-6
Parcel 12	UST-251	Waste oil	Unknown	1984 to 1998	S	1000 or below	A, Tbl. 5-5
Parcel 12	UST-252	Waste oil	Unknown	1990 to 1998	S	1000 or below	A, Tbl. 5-5

Notes:
a These UST/ASTs contain petroleum products which fell within the scope of the CERCLA petroleum exclusion set forth in CERCLA Section 101(14).

References:
A Final EBS (BNI March 2001)
E Final No Further Action Report, Vol. I of II for Sites MDA-06, MAE-05, MAE-06, MWA-01, UST-530B, TOW-X1, and TOW-X8 (OHM June 2001)

Acronyms/Abbreviations:
AST - aboveground storage tank
BNI - Bechtel National, Inc.
CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act of 1980
EBS - Environmental Baseline Survey
MAE - miscellaneous, air emission
MDA - miscellaneous, potential disposal area
mg/kg - milligrams per kilogram
MWA - miscellaneous, wash area
SAT - storage, aboveground tank
Tbl. - table
TOW - treatment, oil/water separator
UST - underground storage tank
Vol. - volume

ATTACHMENT 5

COMMENTS/RESPONSE TO COMMENTS

Response to Comments
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

14 March 2001 Comments from: Mr. Dana Ogdon, Senior Project Manager, City of Tustin

	COMMENTS	RESPONSE
1.	Page 1, Section 1.0, second to last paragraph – It is indicated that "the terms of the lease are identified in the lease document." The Navy has not provided a copy of the draft lease document to the City of Tustin for review and comment. It is incorrect for the FOSL to make any assumptions regarding lease terms until the lease has been reviewed, corrected and agreed to by the City. We cannot agree to general language referencing the lease document without first seeing it. For example, Section 3.1 indicates that arsenic is a "Type 7" concern with potential exposure to future tenants and invitees to the property. Potential exposure can cause a risk of tort liability. The City must understand and agree to any future lease restrictions in relation to the affected property so that the City's and Navy's risk and liability can be addressed. Prior to entering into a lease, a final Finding of Suitability to Lease with all "no further action" letters attached should be reviewed.	Section 1, Paragraph 1 of the final FOSL includes the following: "The purpose of this Finding of Suitability to Lease (FOSL) is to document environmentally related findings that support the conclusion that four areas in the southern portion of Marine Corps Air Station (MCAS) Tustin, California, are suitable to lease through a lease in furtherance of conveyance (LIFOC) and may be used in accordance with the terms of the lease with acceptable risk to human health and the environment." Section 1, Paragraph 5 of the final FOSL includes the following: "Because the lease supported by this FOSL is in furtherance of conveyance, it will be in effect until the property is found suitable for transfer by deed under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the property is transferred by deed. The terms of the lease will be identified in the lease document. " Prior to entering into a lease, a final FOSL with all NFA letters attached will be submitted for review. The final FOSL provides all NFA letters in Attachment 2. The FOSL is a stand alone environmental document, which is used to develop specific lease language regarding environmental restrictions on the property. The FOSL is not a document that is negotiated as part of the lease documentation. Please refer to 18 April 2001 DON letter to the City of Tustin.
1. Cont.	As discussed with SOUTHWESTDIV at our meeting on January 11, 2001, the City of Tustin is willing to negotiate a Lease in Furtherance of Conveyance of the carve-out areas where certain use of the property in question or its physical improvement (e.g. construction of the planned Armstrong Avenue through IRP-8) will not be constrained. We are hopeful that we can schedule a follow-up meeting to discuss these activities and issues in more detail prior to any FOSL document revisions. In any event, we need to see the current Finding of Suitability to Lease (FOSL) language revised to be consistent with similar Navy documents permitting construction of such improvements with defined terms agreeable to all parties including the City, Navy and regulators. It was also agreed to at the January 11 meeting that we would support our mutual objectives and jointly discuss in considerably more detail parameters and terms which would not pose a constraint to the City of Tustin's reuse implementation activities.	Appropriate changes were made throughout the final FOSL to ensure that restrictions may be lifted if prior approvals from DON and the BCT are obtained by the lessee.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
2.	Page 3, Section 2.0, last paragraph - It is indicated that "Lead-based Paint (LBP) surveys have not been conducted in any of the buildings/structures" associated with the sites. A survey should be conducted along with an indication of how lead-based paint issues will be resolved at the sites. Please provide written regulator concurrence with this conclusion in support of this FOSL.	The referenced sentence was replaced with the following sentences in the final FOSL: "No housing exists within the southern parcels CO areas. Non-residential structures have not been surveyed by DON (see Section 4.2)." The policy for non-residential buildings is presented in Section 4.2 of the final FOSL.
3.	Page 3, Section 3.0, general comment - Beginning with Section 3.2.1, the document discusses the various types of contamination and levels of risk existing within each of the CO sites. However, nowhere in these sections does it state that surface reuse of the sites (consistent with any final deed/lease restrictions) could take place following the execution of a LIFOC. Again, the City of Tustin has not received the draft lease document for review. However, the document should be clarified to state that reuse of the site be accomplished (with certain restrictions agreed to by the City) during the term of the LIFOC. We would like to sit down and discuss these issues with you in more detail.	The types of reuse will be detailed in the yet to be negotiated lease language. The lease will define what activities are acceptable. The FOSL is a stand alone environmental document, which is used to develop specific lease language regarding environmental restrictions on the property. The FOSL is not a document that is negotiated as part of the lease documentation Please refer to 18 April 2001 DON letter to the City of Tustin.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
4.	Page 5, Section 3.2 - It is indicated that "buffer zones" have been established for the CO sites, yet there is no basis given in the document justifying the size of these buffer zones (some are as large as 200 feet from the location of the contamination). The LRA desires that the CO sites sizes be the minimum needed to support the purposes of the remedial action and the LIFOC. Please substantiate from a technical standpoint and reduce the sizes of the buffer zones as much as possible and provide a justification within the document for the revised buffer zones proposed for the sites. The City should be provided with legal descriptions for all of the final "carve-out" areas to be referenced in the LIFOC.	The following paragraphs are included in Section 3.2 of the final FOSL: "The purpose of the CO areas is to identify limited areas where restrictions are needed to prevent human exposure to potential contaminants while remedial action and ongoing investigations are being conducted. The approximate acreage of CO-1 through CO-4 is about 1 acre, 6 acres, 4 acres, and 6 acres, respectively. CO-1 includes IRP Site 5S(b) that has been recommended for NFA for soil and groundwater in the remedial investigation (RI). However, since IRP Site 5S(b) is a portion of IRP Site 5, closure of this site will not occur until the ROD for OU-4 is completed. Since there is no further action required based on sampling results in the RI for IRP Site 5S(b), a buffer zone beyond the site boundary is not necessary. The boundaries of CO-2 and CO-3 are the IRP-6 and IRP-8 sites, respectively, plus buffer zones extending past the IRP site boundaries. Groundwater contamination plumes associated with these sites are currently being evaluated in the FS for OU-4. Buffer zones were developed for these carve-out areas by using the site boundaries and the areas potentially to be covered by institutional controls based on the FS for OU-4. These buffer zone areas may allow activities to be conducted at the buildings since the institutional controls are for groundwater. The CO-2 buffer zone is 200 feet plus an area on the southern corner to accommodate potential downgradient plume migration and future groundwater monitoring (Figure 2). The CO-3 buffer zone extends 200 feet past IRP-8. The arsenic AOC (CO-4) was based on elevated concentrations of arsenic in previous samples. Since there is not a large distribution of previous samples at this site, the buffer zone was extended to account for a larger than anticipated distribution of arsenic at the site. Legal boundaries of the site will be provided in the lease documentation. Boundaries may be redefined based on additional investigations conducted prior to lease."

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
5.	Page 6, Section 3.2.2 - The paragraph indicates that chemicals of concern (COCs) in soil at IRP-6 "exceeded the U.S. EPA guidelines because of an elevated concentration of metals. The last paragraph indicates that the Feasibility Study for IRP-6 recommends No Further Action (NFA) for soil at IRP-6. Please clarify in the FOSL how this determination that these metals are within naturally occurring background levels particularly in as much as the Navy appears to be using the conclusion as a basis for release of any remediation obligation for soil contamination.	The FOSL is intended to be a summary document that includes pertinent information from the various reports and studies conducted at MCAS Tustin over time. Section 3.2 Carve-Out Areas was substantially revised for the final FOSL. The determination that metals were within naturally occurring background levels is based on the following reference: Bechtel National, Inc. 1996b. Final Background Concentrations of Metals Issue Paper, Marine Corps Air Station Tustin, CA. October.
	Have the appropriate regulators concurred with this conclusion?	Because the CERCLA process for this site is still in the investigation phase, regulatory concurrence is not required for the support documents. However, conclusions from this Issue Paper have been used in further AOC investigations. Regulatory concurrence will be required at the Record of Decision stage.
	Also, there is a reference to a 30-year decline of groundwater contamination remediation. Please revise and add a discussion that includes source soil contamination remediation. Please also provide written regulator concurrence with this conclusion in support of this FOSL.	The site is currently under investigation. Conclusions for the site will be submitted for regulatory concurrence at the ROD stage.
	In the third paragraph of Section 3.2.2, there is reference to a 30-year decline, the model used for groundwater contamination of chemicals. What is the basis for the use of a 30-year model?	The 30-year period for modeling the decline in concentrations of chemicals is an accepted methodology from U.S. EPA guidance documents on risk assessment. This approach was selected for use in the RI for this site in order to present more realistic risk calculations based on the risk driver for the site. The risk assessments previously performed are currently being reevaluated in the FS for several sites. Until the recommendations from the RI/FS are approved in the ROD, the Navy will be required to restrict certain activities at the site in order to protect human health and the environment (e.g., well installation restriction).
	Also, the last paragraph indicates that IRP-6 site contains 1,1 DCE groundwater contamination but does not mention any soil/source contamination remediation performed by the Navy. Does this soil contamination still exist at the site and is it being actively remediated? No lease restrictions are being proposed for this contamination. Please provide to the City for review or clarify this issue.	Soil was not remediated at this site; the Draft FS (for OU-4) recommends NFA for soil at IRP-6 based on risk assessment results from the RI. However, the risk assessments previously performed are currently being re-evaluated in the FS for this site. Restrictions on subsurface excavation are intended to protect human health and the environment until the final determination on any action required for soil is made in the ROD.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
6.	Page 7, Section 3.2.3 - The fourth paragraph indicates that the ESI indicated that "the concentration of manganese in soil at IRP-8 was within the range of naturally occurring variations of this metal at MCAS Tustin." As such, the soil at the site was recommended for NFA. The City needs to see and review the underlying data supporting this conclusion. Please clarify in the FOSL how this determination was reached.	The FOSL is intended to be a summary document that includes pertinent information from the various reports and studies conducted at MCAS Tustin over time. Section 3.2 Carve-Out Areas was substantially revised for the final FOSL. The determination that metals were within naturally occurring background levels is based on the following reference: Bechtel National, Inc. 1996b. Final Background Concentrations of Metals Issue Paper, Marine Corps Air Station Tustin, CA. October.
	Was the soil remediated?	Soil was not remediated at this site; the Draft FS (for OU-4) recommends NFA for soil at IRP-8 based on risk assessment results from the RI.
	Have the responsible regulators concurred with this conclusion in support of this FOSL.	Because the CERCLA process for this site is still in the investigation phase, regulatory concurrence is not required for the support documents. However, conclusions from this Issue Paper have been used in further AOC investigations. Regulatory concurrence will be required at the Record of Decision stage.
	Also, in Section 3.2.3, there is a conclusion that there is no potential of chemicals in soil at IRP-8 to migrate to groundwater in concentrations that would pose a risk to human health. Similarly, there is a projection that volatile organic compounds will migrate downgradient and diminish to levels below federal drinking water standards within 30 years. These assertions should be documented and referenced with background data and detailed conclusions supporting this statement provided to for review by the City of Tustin.	The FOSL is intended to be a summary document that includes pertinent information from the various reports and studies conducted at MCAS Tustin over time. The conclusions included in the FOSL are documented and referenced to the RI. The final paragraph of Section 3.2.3 of the final FOSL is as follows: "Subsequent to the RI, DON reviewed the groundwater data for IRP-8 and determined that groundwater at the site should be evaluated further because the maximum concentration of 1,2-DCP exceeded MCLs for drinking water. The evaluation is being performed by means of the same focused FS for OU-4 that includes IRP-5S(b) and IRP-6."
	There are numerous groundwater wells proposed in the Reuse Plan in the vicinity so the groundwater in question will be used or projected to be used for drinking water. This is a major concern. Also, state and federal regulators should concur in writing to these assertions or the language should be modified.	Any groundwater wells proposed for installation would likely be in the regional aquifer and not the shallow aquifer where contamination is present. The installation of wells could potentially have a negative impact on the existing plume (i.e. increase horizontal/vertical migration and possibly make the owner of the well a potentially responsible party [PRP]). Coordination with the Navy on any activities in the vicinity of an open IRP site is critical to implementing and protecting the final remedy and mitigating any impact to the site.
7.	Page 8, Section 40 - Although titled "Lease Restrictions and Notifications", the Section does not identify lease restrictions and notifications but only the environmental factors that may warrant such restrictions. Lease restrictions are detailed in Section 5.0.	The title of Section 4 in the final FOSL has been revised to: " Restrictions and Notifications".

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
8.	Page 8, Section 4.1 – Please provide written regulator concurrence that indoor air quality risk levels for the CO sites are within "acceptable levels" and do not pose a risk to persons who might reuse the LIFOC sites through this FOSL. Also, there is a conclusion made in Section 4.1 with respect to lower VOC concentrations affecting indoor air quality. Since no remediation method has been selected for this contamination, it is premature to make such conclusions. Please revise or provide written regulator concurrence with the statement.	This section is provided as notification; regulatory concurrence is not required.
9.	Page 9, Section 4.2 – There is extensive discussion of the Navy's abdication of responsibility with respect to lead-based paint. It is indicated that "lead in soils from (Lead Based Paint) from structures falls within the CERCLA definition of hazardous release." The document continues in stating that because "U.S. EPA has not developed generally applicable standards for either the evaluation or abatement of lead in soils from LBP in nonresidential areas" that "the DON will not be responsible for any evaluation or abatement of lead in soils" at these sites. However, during the term of the lease, the Navy will continue to be an owner and if lead in soil exceeds action levels, the responsibility to remediate that soil would be a Navy responsibility with some risk to an operator under the CERCLA provisions of joint, strict and several liability. This language appears to set the groundwork for a requirement that the tenant accept all responsibility for lead-based paint in soil during the term of the lease and thereafter. Lead in soil is a CERCLA hazardous substance and when it is in soil not resulting from a transferee's demolition of target housing, it would have all the characteristics of a CERCLA hazardous substance for which the owner of the property would be responsible and liable. The City of Tustin believes that that DON cannot transfer responsibility for remediation of a known CERCLA containment. The City of Tustin requests that the Navy remediate lead-in-soil prior to completion of the FOSL. If not, the City requests a meeting with the Navy and regulators to discuss and resolve this concern. Following the conclusion of this meeting, written regulator concurrence with the Navy's final determination on this matter should be provided prior to the execution of a lease or deed transfer for any site affected by lead-in-soil.	Section 4.2 was substantially revised for the final FOSL. The following is the introduction to Section 4.2 of the final FOSL, the revised text is consistent with FOSL #1: "In order to address the risk of adverse health effects to children from LBP exposure, legislation and national policy regarding LBP has focused on residential areas and child-occupied facilities where children may be present. Non-residential buildings (e.g., warehouses and office buildings) are typically occupied by adults with minimal exposure to children. DON policy regarding LBP applies to residential real property constructed before 1978. None of the buildings/structures on the CO area property have been designated for residential property or child-occupied facilities under the Reuse Plan; therefore, they have not been surveyed for LBP. DON will not conduct sampling at non-residential buildings prior to leasing the property. Any evaluation and abatement of LBP at non-residential buildings will be the responsibility of the lessee. Non-residential buildings scheduled for demolition will require post-demolition soil sampling and abatement of any soil-lead hazards by the lessee prior to occupancy of any newly constructed buildings. Buildings that are scheduled for demolition may be occupied on an interim basis if the lessee conducts the necessary LBP surveys and abatement in accordance with all local, state, and federal requirements. Information pertaining to LBP at non-residential buildings, if any, will be provided to the lessee with the lease documents. Notification of potential LBP at non-residential buildings where surveys were not conducted will be based solely on the age of construction (i.e., constructed before 1978). The southern parcels CO areas do not contain any residential property. If any buildings are to be used for residential purposes during the lease, the lessee must obtain prior approval from DON and the BCT."

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
10.	Page 9, Section 4.3 – It is indicated that all PCB items and equipment "were all replaced or tested and found not to contain PCB fluids or insulation." Please identify the State standard for PCB concentrations and provide written regulator concurrence with this conclusion in support of this FOSL. Also, please document the State standard for what constitutes PCB contamination.	The final FOSL text has been unchanged. The federal requirements in 40 CFR Section 761.60 require that transformers containing PCBs shall not have concentrations greater than 50 ppm (below 50 ppm are considered non-PCB transformers). State requirements in 22 CCR 66261.24(a)(2) state that the PCB levels in transformers shall not exceed the soluble threshold limit concentration of 5 ppm and the threshold limit concentration of 50 ppm. Since the maximum concentration of transformers in these parcels are below 5 ppm (the most stringent requirement), no further action is required by the DON prior to transfer. Additionally, no regulatory approval is necessary since federal and state requirements have been met.
11.	Page 10, Section 4.4 – It is indicated that "none of the facilities... contained levels of radon above 4 picocuries per liter" which is considered "low risk." Please provide written regulator concurrence with this conclusion in support of this FOSL.	This section is provided solely as notification; regulatory concurrence is not required. Section 4.4, Paragraph 1 of the final FOSL includes the following first sentence: "DoD policy is to disclose all available and relevant radon assessment data pertaining to BRAC property being leased or transferred, and to include this data in property lease documents." Section 4.4, Paragraph 2 of the final FOSL includes the following first sentence: "Though not required by regulatory agencies, DON conducted a radon survey at a representative number of housing units and non-residential buildings at MCAS Tustin in 1991."
12.	Page 11, Section 4.6 – It is indicated that No Further Action letters are undergoing regulatory review and concurrence is expected in February 2001. Please provide copies of these letters to the City of Tustin.	No Further Action letters are provided for review as Attachment 2 of the final FOSL.
13.	Page 11, Section 4.7.2 – The City of Tustin is not prepared to accept the transfer or lease of any property where arsenic continues to be considered an Area of Concern. Please note that buildings 190, 251, 251A, 252, 555 and 593 are proposed for interim use within the Reuse Plan for MCAS Tustin. Consequently, the Navy should remediate arsenic to allow implementation of the Reuse Plan and the planned interim use of these buildings and sites.	The FOSL is a stand alone environmental document, which is used to develop specific lease language regarding environmental restrictions on the property. The FOSL is not a document that is negotiated as part of the lease documentation. The DON does not intend to remediate areas for interim use. DON policy is to conduct remediation activities for ultimate reuse. Please refer to 18 April 2001 DON letter to the City of Tustin.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
14.	Page 12, Section 4.8.1 and 4.8.2 - Page 12, Section 4.8.2 - It is indicated that the Navy will perform a radiological survey for Buildings 190 and 556. Based upon the results of this survey, the DON will evaluate whether to release the buildings from restriction. Building 190 is proposed within the Reuse Plan for interim use. Consequently, the Navy should remediate possible radioactive materials to allow implementation of the Reuse Plan for MCAS Tustin. The City is not prepared to accept the transfer or lease of any property until the proper radiological surveys have been completed. In addition to regular concurrence with the future surveys, please provide the City of Tustin with the opportunity to review these surveys prior to final concurrence is obtained.	The FOSL is a stand alone environmental document, which is used to develop specific lease language regarding environmental restrictions on the property. The FOSL is not a document that is negotiated as part of the lease documentation. The DON does not intend to remediate areas for interim use. DON policy is to conduct remediation activities for ultimate reuse. Please refer to 18 April 2001 DON letter to the City of Tustin.
15.	Page 13, Section 4.9.1 - It is stated that Asbestos "was apparently abated because it was not present during the December 2000 ACM survey." The Navy must confirm this "apparent" abatement. Please provide written regulators concurrence with the Navy's conclusion that friable asbestos at the sites has been abated. Buildings 190, 212, 219, 250 and 251 are proposed within the Reuse Plan for interim use. Consequently, the Navy should remediate possible friable ACM materials to allow implementation of the Reuse Plan for MCAS Tustin. Also, the City of Tustin would not be willing to accept the transfer or lease of any property (buildings 190, 212, 219, 250 and 251) where all proper ACM surveys have not been previously completed. Regulator concurrence with the Navy's abatement of ACM should be provided to the City of Tustin. The City is also concerned that the document references ACM surveys as the basis for this conclusion which are later determined in the document to be obsolete and not to be relied upon.	The FOSL is a stand alone environmental document, which is used to develop specific lease language regarding environmental restrictions on the property. The FOSL is not a document that is negotiated as part of the lease documentation. The DON does not intend to remediate areas for interim use. DON policy is to conduct remediation activities for ultimate reuse. Please refer to 18 April 2001 DON letter to the City of Tustin. Section 4.9.1 has been revised by SWDIV according to ACM policy.
16.	Page 13, Section 4.9.2 - It is stated that ACM could be abated by the City (or a subtenant), at which point the Navy could, with regulator concurrence, release the site for reuse. Again, the City of Tustin would not be willing to accept a lease of property where the proper ACM surveys have not been completed, or where the Navy has not performed friable asbestos abatement. In addition, regulator concurrence must be obtained that the site is suitable for lease and interim use.	The FOSL is a stand alone environmental document, which is used to develop specific lease language regarding environmental restrictions on the property. The FOSL is not a document that is negotiated as part of the lease documentation. The DON does not intend to remediate areas for interim use. DON policy is to conduct remediation activities for ultimate reuse. Please refer to 18 April 2001 DON letter to the City of Tustin. Section 4.9.2 has been revised by SWDIV according to ACM policy.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
17.	Page 13, Section 4.10.2 - It is stated that the lessee will be restricted from excavating, digging, drilling or otherwise disturbing soil...beneath IRP-6 and IRP-8 due to the existence of VOC contaminated groundwater and arsenic soil contamination. This section needs major revision. The Navy is aware that the City of Tustin will soon need to repair/replace any existing utility systems and install new systems that will cross the sites that are needed to support caretaker operation at the base, or deed transfer and leasing of other parcels at MCAS Tustin. Also, the City of Tustin has previously planned and provided Final engineering drawings to the Navy proposing the construction of roadways and underground infrastructure through CO-3 (IRP-8). The project is currently on schedule and we would anticipate Navy entitlements so that construction may begin in late summer 2001. Consequently, provision must be made in the FOSL document to accommodate these construction activities (with Navy and regulator concurrence) through the LIFOC process. Similar construction activities could occur in the future through IRP-6 and IRP-5S(b). Please reword to provide for these opportunities.	The following text was added to Section 4.10.2 of the final FOSL: "Until remedial activities at CO-1, CO-2, CO-3, and CO-4 are completed and regulatory concurrence for no further action is achieved, the lessee may not conduct construction projects without prior approval from DON and the BCT. The lessee must demonstrate to DON and the BCT that these activities will not interfere with or adversely affect DON response action(s) for the IRP sites and/or the Arsenic AOC and that human health and the environment will be adequately protected. No activities will be conducted until written approval is obtained from DON and the BCT."
18.	Page 14, Section 5.0 - The lease restrictions summarized in this section should be more specifically worded to support the City of Tustin caretaker responsibilities and new roadway infrastructure construction project (see comment #15, above). It is noted that restrictions preventing soil disturbance was only discussed in Section 4.10.2 yet appears to be broadly applied to all CO sites in Section 5.0. The summary should be revised to apply subsurface excavation restrictions to sites affected by soil contamination and groundwater disturbance to sites affected by groundwater contamination. Also, provisions should be made to permit the construction or repair of these underground systems with prior Navy and regulator concurrence through the CO areas.	The title of Section 5 in the final FOSL is: "Summary of Restrictions". Section 5, Paragraph 1 of the final FOSL includes the following: "The prospective lessee will be required to comply with all environmental provisions. Following are some of the environmental provisions that apply to this FOSL."
19.	Page 15, Section 9.0 - There is a reference to a proposed lease. That lease should be provided and reviewed by the City of Tustin before the proposed FOSL is rendered final in order to ensure that it is consistent with the Finding of Suitability, consistent with the Environmental Baseline Survey and consistent with the intended use by any of the potential users. Please provide a draft lease for review and comment by the City of Tustin.	The final FOSL text has been unchanged. The FOSL is a stand alone environmental document, which is used to develop specific lease language regarding environmental restrictions on the property. DoD policy outlines that the FOSL is a prerequisite to the lease. Further, the FOSL is not a document that is negotiated as part of, or concurrently with, the lease documentation.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

29 November 2001 Comments from City of Tustin

	COMMENTS	RESPONSE
1.	The draft FOSL is not a lease document. As such, the Navy should limit references to or dependency upon a LIFOC agreement that has yet to be drafted, negotiated and finalized.	The FOSL document is not a lease. The purpose of the FOSL is to support a future LIFOC. Notifications and restrictions outlined in the FOSL will be used to draft the LIFOC, and references made to a LIFOC are used to clarify that the FOSL is not a lease and that the LIFOC terms are yet to be drafted, negotiated and finalized.
2.	Section 4.1.2 - Indoor Air Quality - The section states that buildings 219, 570 and 250 "shall be restricted from occupation." Please provide additional language to the document to define the limits of this restriction. For example, is restricted occupancy limited to residential occupancy? May the lessee perform short-term tours of the building for marketing or inspection purposes? Can maintenance activities occur? In addition, the section states "Removal of this use restriction... will be determined by the review and approval of DON and BCT of the indoor air report submitted by the lessee." The FOSL document is currently worded in a manner that implies that the Navy is assigning its responsibility for investigation and remediation of indoor air issues to the lessee. The section should be revised to state that the military would perform all activities (including indoor air reports, if necessary) needed to dispose of the property in a timely manner. The section should be revised to clarify that the lessee (or sub-lessee) is being enabled to voluntarily perform indoor air quality testing should it choose to pursue early reuse of the affected buildings during the term of the LIFOC. Any decision by the lessee or sub-lessee to perform or not perform indoor air testing should not delay Navy actions needed to dispose of the affected property for the uses identified in the approved Reuse Plan for MCAS Tustin. Also, the document should provide for the removal of the restriction upon completion of Navy remediation or BCT concurrence that restrictions for air quality issues are no longer necessary.	Section 4.1 of the Final FOSL was revised and includes the following sentence: "...Buildings 219, 556, and 250 shall be restricted from occupation. "Occupation" includes access in the vicinity of the buildings, with the exception of short-term tours and emergency maintenance with prior DON notification and approval. Building 570 has been demolished so occupancy restrictions no longer apply. Section 4.1 was revised to include the following sentences: "To remove this restriction, the lessee may conduct air monitoring within the building following all federal, state, and local laws, to determine the suitability of use of a particular building. Removal this use restriction based on indoor air will be determined by the review and approval of DON and the BCT of the indoor air report submitted by the lessee, or upon DON and BCT concurrence that restrictions for indoor air quality are no longer necessary."
3.	Section 4.2.2 - Lead Based Paint - The section includes confusing language that appears to restrict use of buildings 190, 212, and 219 from use for residential occupancy by children under the age of seven. The subject buildings are existing military industrial buildings that the Reuse Plan for MCAS Tustin indicates are planned for Commercial and Commercial Business reuse. Please revise the section to clarify that non-residential use and residential use by persons older than seven years of age would not be restricted.	The FOSL lists notifications and restrictions, it does not list activities that will not be restricted. Section 4.2 states the following: "The southern parcels CO areas do not contain any residential property. If any buildings are to be used for residential purposes during the lease, the lessee must obtain prior approval from DON and the BCT." Section 4.2.2 was revised to include the following sentence: "Since these buildings were constructed prior to 1978 and have a property use designation of 'to be determined', use of these buildings is restricted from residential use, and children will not occupy these buildings."

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
4.	Section 4.7.2 - Arsenic - The document currently states: "use of the Arsenic AOC (CO-4) will require prior DON and BCT approval." This statement is extremely broad and should be better defined in the final document. Any prospective lessee or sub-lessee of the property would want the FOSL to enable short-term tours for inspection/marketing purposes. In addition, the City of Tustin would not want the FOSL restriction to prevent property maintenance activities at the site such as weed removal, roof repair, etc. Also the document should provide for the removal of the restriction upon completion of Navy remediation or BCT concurrence that restrictions for arsenic are no longer necessary. Please revise the current text to provide more clarification of this matter.	Section 4.7.2 of the Final FOSL was revised and is as follows: "Use of the Arsenic AOC (CO-4), including subsurface excavation, digging, drilling, or other soil disturbance, or using groundwater, will require prior DON and BCT approval. Removal of this use restriction based on arsenic will be determined upon DON and BCT concurrence that restrictions for arsenic are no longer necessary."
5.	Section 4.8.2 - Radiological Materials - The section indicates that "occupancy of buildings 190, 556 and the drum storage area adjacent to Building 556 will be restricted from occupancy pending the results of the radiological survey" currently being performed by the Navy. As indicated in issues 3 and 4 above, please clarify what is meant by the term "occupancy". Does the Navy intend to restrict only residential use of these industrial buildings? If so, please broaden the section's current language to indicate that commercial/industrial uses of the buildings may occur through the LIFOC. Please revise the current text to include language that would provide the lessee or sub-lessee the broadest possible unrestricted use of the property.	Section 4.8.2 of the Final FOSL was revised and is as follows: "Buildings 190, 556, and the drum storage area adjacent to Building 556 will be prohibited from access pending the results of the radiological survey."
6.	Section 4.9.2 - ACM (Asbestos) - The document indicates that building 190 was found to contain friable asbestos, that it will be restricted from occupancy and that the lessee (or sub-lessee) will be required to assume "responsibility for the management" for the asbestos. It is the City of Tustin's intent that full responsibility of asbestos abatement would be assigned to a future private developer through deed transfer following completion of a Finding of Suitability to Transfer (FOST) or through a sub-lease prior to any modification or occupancy of building 190. The FOSL document (and future lease agreement) must not obligate the lessee to perform any action concerning the "management" of ACM at the site. Rather, the document should be broadly worded to enable a lessee or sub-lessee the optional opportunity to mange the building's ACM to facilitate early use of the property. If a lessee or sub-lessee chooses not to utilize or modify the affected building, no obligation for ACM management should be required. Please revise the section to indicate that responsibility for the management of the building's asbestos would only occur upon a lessee or sub-lessee's independent determination to modify or occupy the affected building.	Section 4.9 states: "Buildings, which are to be demolished, may be occupied on an interim basis if the lessee conducts the necessary ACM surveys and abatement according to all local, state, and federal requirements." The referenced sentence in Section 4.9.2 in the Final FOSL is as follows: "The lease will indicate that if the lessee chooses to occupy the building on an interim basis, the lessee assumes responsibility for the management of ACM in accordance with applicable laws."

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
7.	Section 4.10.2 - Groundwater Contamination - The Section indicates that "the lessee cannot excavate, dig, drill, or otherwise disturb soil and extract or use groundwater beneath these sites without obtaining prior DON and BCT approval. The City appreciates the proposed language change to the draft FOSL that previously prohibited any excavation activity within the Carve-Out areas. However, the section states, "no activities will be conducted until full written approval is obtained from DON and the BCT." Again, the City of Tustin requests that the section be revised to better define the types of activities that would not require prior DON and BCT approval. For example would prior DON and BCT approval be required to perform an emergency repair to an existing water or sewer line? Please replace the phrase "full written approval" with "written approval". Also, the document should provide for the removal of the restriction upon completion of Navy remediation or BCT concurrence that restrictions for groundwater contamination are no longer necessary.	All activities that involve excavation, digging, drilling, or otherwise di sturbing soil and extracting or using groundwater beneath IRP-5S(b), IRP-6, and IRP-8 and the Arsenic AOC will require prior DON and BCT approval. Section 4.10.2 of the Final FOSL was revised to include the following: "No activities will be conducted until written approval is obtained from DON and the BCT. Removal of this use restriction based on groundwater and soil contamination will be determined upon DON and BCT concurrence that restrictions for groundwater use and subsurface excavation are no longer necessary."
8.	Section 5.0 - Summary of Restrictions – Please revise this section to be consistent with the corrections suggested above.	Section 5.0 of the Final FOSL is consistent with the revised sections.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

20 August 2001 Comments from: Ms. Jennifer Rich, Remedial Project Manager, DTSC

	COMMENTS	RESPONSE
	GENERAL COMMENTS	
1.	The Final Basewide Environmental Baseline Survey (EBS) (March 2001) provides a discussion on ordnance. It mentions that there was previously one pistol/rifle range and three skeet ranges located on MCAS Tustin property. Were any of these previous ranges located on any of the parcels related to this FOSL?	No. The pistol/rifle range and the three skeet ranges previously located on MCAS Tustin property were not located on any of the parcels related to this FOSL. The ranges were located on Parcels 34, 35, and 36.
2.	Please provide page numbers on all the tables.	As requested, page numbers are provided on all tables in the final FOSL.
3.	Please update all the shaded areas with the most current information to date.	The final FOSL includes the most current information to date (all shaded areas from the draft were updated).
4.	AOCs ST-35, ST-36, ST-88, and MAE-3 received regulatory concurrence for NFA on February 22, 2001. Please update the document accordingly, including providing copies of the concurrence letters in Attachment 2.	The final FOSL includes the most current information to date, including the 22 February 2001 NFA concurrence letter for several AOCs and USTs.
5.	In a previous FOSL reviewed by DTSC, the Navy provided lease provisions as an attachment. Please provide lease provisions as an attachment to this document.	The final FOSL was not changed. Per FOSL requirements, and per agreements with DTSC, the final FOSL does not include lease provisions.
6.	The document makes reference to a total of 19 AOCs. However, Table 4 shows a total of 20 AOCs with ST-1A appearing twice. Please make the necessary corrections.	Table 4 of the final FOSL was revised and AOC ST-1A appears once (as part of Parcel 7), resulting in a total of 19 AOCs (consistent with the text).
7.	Please explain, in the document, why a human-health risk assessment using a residential scenario was performed for IRP-5S(b) when the ultimate parcel use is listed in the Base Realignment and Closure Business Plan, 2000 in Review, as commercial, commercial business, and circulation facilities.	The final FOSL was revised to include the following text in the third paragraph of Section 3.2.1: "A recreational risk assessment was initially conducted during the RI for OU-1 and OU-2 (BNI 1997) since IRP-5 was classified as a jurisdictional wetland by the U.S. Army Corps of Engineers and future residential development of IRP-5 was not considered likely. The RI recommended NFA for both soil and groundwater at IRP-5S(b). At the request of the City of Tustin, a residential-scenario human-health risk assessment was subsequently conducted in order to support the possible reuse of the IRP-5 area as residential. Results from both the recreational and residential risk assessments are provided in the draft FS for OU-4 and will be used to support recommendations in the ROD. Since IRP-5S(b) is a portion of IRP-5, closure of this site will not occur until the ROD for OU-4 is completed."

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
8.	Please provide a table describing which parcels are associated with each of the carve-out areas and what the ultimate parcel use will be. The table should match the figures and text.	Table 1 of the final FOSL was revised to address this comment. The ultimate parcel use is listed in this table as well as the carve-out areas associated with each parcel. In addition, the following sentences are included in Section 1.0 which clarify this comment: "The four areas addressed in this FOSL and proposed for a LIFOC at MCAS Tustin are Installation Restoration Program (IRP) Site 5S(b) carved from Parcels 11, 12, and 40; IRP Site 6 carved from Parcels 11, 12, 40, and 42; IRP Site 8 carved from Parcels 6, 7, 8, and 40; and the Arsenic Area of Concern (AOC) carved from Parcels 12 and 40. AOCs are investigated for possible contamination by collecting data from on-site investigations, visual inspections, personnel interviews, regulatory record searches, aerial photograph reviews, reviews of data for adjacent properties, and chain-of-title searches. The four carve-out (CO) area pertaining to this document are referred to as "CO-1" (IRP-5S[b]), "CO-2" (IRP-6 and buffer zone), "CO-3" (IRP-8 and buffer zone), and "CO-4" (Arsenic AOC)."
9.	Please ensure that the figures, tables, text, and attachments are consistent with one another because they currently are not. Some of the inconsistencies have been identified in the specific comments listed below.	The figures, tables, text, and attachments have been reviewed and revised to ensure consistency within the final FOSL.
10.	According to the Base Realignment and Closure Business Plan, 2000 in Review, the ultimate use of Parcels 6, 7, 8, 11, 12, 40, 42 will be commercial, commercial business, circulation facilities, and storm drains. Will the leased or interim use be the same as the designated ultimate use? It is DTSC's understanding that a lease amendment would have to be reviewed and approved by the BRAC Cleanup Team prior to being finalized. Is this correct? Please include this information in the FOSL.	Yes. The interim use, if there is one, must be consistent with the LRA certified Reuse Plan. The lease agreement in support of a Lease in Furtherance of Conveyance (LIFOC) must support the stated reuse. If, in the future, the lessee desires to change the interim use, the only approved method for doing so is creating a lease amendment. Any possible lease amendment would be reviewed and approved first by the Navy and the BRAC Cleanup Team prior to being finalized. Yes. As mentioned above, lease amendment would have to be reviewed and approved by the Navy and the BRAC Cleanup Team prior to being finalized. These Response to Comments are included as Attachment 5 to the final FOSL.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
11.	When discussing cancer and noncancer risks, please provide the actual risk numbers rather than simply stating that they "were within the range considered generally acceptable/allowable by the U.S. EPA." It is understood that the Navy prefers not to include specific risk numbers in the FOSL. However, the risk assessments that have been performed should be summarized in the FOSL to support that the carve-out areas proposed for lease can be used with an acceptable risk to human health and the environment. Information from the risk assessments should also be used to help determine what, if any, restrictions must be put in place to ensure the protection of human health and the environment.	The FOSL is intended to be a summary document that includes pertinent information from the various reports and studies conducted at MCAS Tustin over time. Cancer and noncancer risks developed and presented in RI, FS, and RCRA reports are generally used to support a particular action or recommendation for no further action. The risk numbers presented in these reports will not impact whether or not a particular building or activity is restricted or not since the recommendations based on these risk results have not been documented in a final ROD. Therefore, these risk numbers will not be included since they are not a determining factor in the suitability of a parcel for lease. Restrictions will be implemented within the carve-out areas to protect human health and the environment. Restrictions on sub-surface excavation of soil and well installations will prevent exposure to potential contaminants until environmental investigations determine no further action is necessary per a decision document (e.g., ROD, closure report). Risk assessments are tools for accessing if further action is necessary, but are not used solely to determine if restrictions are necessary.
	SPECIFIC COMMENTS	
1.	Page 1, Section 1: Paragraph 2 states that IRP 6 is carved from Parcels 11, 12, 40, and 42. Figures 2, 3, and 5-8 support that statement. However, in FOST #2, Section 1.0, it does not describe Parcel 42 as being carved-out. Paragraph 3 (FOSL) also refers to Parcel 42 as being a non-carved out area. Please make the appropriate changes to both documents.	The final FOSL 2 was revised to reflect that a portion of Parcel 42 is included in the carved-out areas. Paragraph 3 of the final FOSL was revised as follows: "A Finding of Suitability to Transfer (FOST) was prepared with this FOSL to convey the portions of Parcels 6, 7, 8, 11, 12, and 42 that are not carved out and selected non-CO areas of Parcel 40. Several other parcels (4, 5, 10, 14, 25, 26, 30 through 33, 37, and portions of 41) that were not carved out are also addressed in the FOST. This FOST, known as FOST 2, was finalized on September 28, 2001."
2.	Page 1, Section 1: Paragraph 2: Please define the term "buffer zones."	The following sentence was added to the referenced section of the final FOSL to address this comment: "The CO areas include buffer zones to allow for the protection of human health during ongoing cleanup and investigation activities."
3.	Page 3, Section 3.0, Paragraph 1: Please add the following bullet item: California Health and Safety Code.	The requested addition was made to the final FOSL.
4.	Page 3, Section 3.0, Paragraph 2, Sentence 1: This sentence references DTSC as the lead agency. Please add "regulatory agency providing oversight" after the word "lead" and delete "state agency".	The referenced sentence was revised and is as follows in the final FOSL: "...DTSC is the lead regulatory agency providing oversight."
5.	Page 4, Section 3.1, Paragraph 3: The information regarding human-health risk assessments is not consistent with Section 3.2.1. Please make appropriate changes.	These sections of the text have been revised to be consistent regarding site IRP-5S[b] information.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
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	COMMENTS	RESPONSE
6.	Page 4, Section 3.1, Paragraph 3: The last sentence states, "the three IRP sites are Area Type 5." This is not consistent with the Final Basewide EBS. Please make the appropriate corrections.	The referenced paragraph was revised and is as follows in the final FOSL: "The CO areas contain three IRP sites (IRP-5S[b], IRP-6, and IRP-8). All three sites are Area Type 6. IRP-6 and IRP-8 have NFA recommendations for soil, but are still under investigation for volatile organic compounds (VOCs) in groundwater. This VOC-contaminated groundwater plume is being addressed in the focused feasibility study (FS) Report currently being prepared for Operable Unit (OU)-4. IRP-5S(b) has an NFA recommendation for soil and groundwater, but is included in the OU-4 FS because it is one of three sites that comprise IRP-5. Further investigation of IRP-6 and IRP-8 and closure of IRP-5S(b) are anticipated when the Record of Decision (ROD) for OU-4 is completed."
	The revised paragraph does not state the area type for IRP-5S(b). Please include this information.	See paragraph above.
7.	Page 5, Section 3.2: Please explain in the document, why there is no buffer zone for CO-1.	IRP Site 5S(b) was investigated at MCAS Tustin and is one of three drainage ditches which comprise IRP Site 5. Soil and groundwater samples were collected as part of remedial investigations. No groundwater contaminants were detected above MCLs, and no further action was recommended for soil or groundwater. However, since IRP Site 5S(b) is a portion of IRP Site 5, closure of this site will not occur until the ROD for OU-4 is completed. Since there is no further action required for IRP Site 5S(b), a buffer zone beyond the site boundary is not necessary. Section 3.2, Paragraph 2, was revised and is as follows in the final FOSL: "CO-1 includes IRP Site 5S(b) that has been recommended for NFA for soil and groundwater in the remedial investigation (RI). However, since IRP Site 5S(b) is a portion of IRP Site 5, closure of this site will not occur until the ROD for OU-4 is completed. Since there is no further action required based on sampling results in the RI for IRP Site 5S(b), a buffer zone beyond the site boundary is not necessary."
8.	Page 5, Section 3.2.1, Paragraph 3: DTSC is currently reviewing the OU-4 focused FS, including the human-health risk assessment that was performed for IRP-5S(b). Until we have completed our review, we cannot concur whether or not CO-1 is suitable for LIFOC.	DTSC's comment is acknowledged. Please note that human health risk assessments have not been used to determine any environmental restrictions since the conclusions have not been documented in a final ROD. An approved FS does not determine if the property is suitable for LIFOC, nor is the FS necessary to sign a FOSL.
	It is understood that the Navy prefers not to include specific risk numbers in the FOSL. However, the risk assessments that have been performed should be summarized in the FOSL to support that the carve-out areas proposed for lease can be used with an acceptable risk to human health and the environment. Information from the risk assessments should also be used to help determine what, if any, restrictions must be put in place to ensure the protection of human health and the environment.	Restrictions will be implemented within the CO areas to protect human health and the environment. Restrictions on sub-surface excavation of soil and well installations will prevent exposure to potential contaminants until environmental investigations determine no further action is necessary per a decision document (e.g., ROD, closure report). Risk assessments are tools for accessing if further action is necessary, but are not used solely to determine if restrictions are necessary.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
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	COMMENTS	RESPONSE
9.	Page 6, Section 3.2.1, Paragraph 5: Please provide an explanation in the document as to why IRP-5S(b) is being further evaluated in the OU-4 FS. Currently the document states IRP-5S(b) is being further evaluated based on the results of the human-health and ecological risk assessments, which is contrary to what is stated in the previous two paragraphs.	The two final paragraphs of this section were replaced with the following paragraph in the final FOSL: "A recreational risk assessment was initially conducted during the RI for OU-1 and OU-2 (BNI 1997) since IRP-5 was classified as a jurisdictional wetland by the U.S. Army Corps of Engineers and future residential development of IRP-5 was not considered likely. The RI recommended NFA for both soil and groundwater at IRP-5S(b). At the request of the City of Tustin, a residential-scenario human-health risk assessment was subsequently conducted in order to support the possible reuse of the IRP-5 area as residential. Results from both the recreational and residential risk assessments are provided in the draft FS for OU-4 and will be used to support recommendations in the ROD. Since IRP-5S(b) is a portion of IRP-5, closure of this site will not occur until the ROD for OU-4 is completed."
10.	Page 6, Section 3.2.2, Paragraph 1: Figure 5 (and other figures) also shows IRP-6 (CO-2) as being located in a portion of Parcel 42. Please make the appropriate correction. Also, please refer to Specific Comment #1 above.	The final FOSL 2 was revised to reflect that a portion of Parcel 42 is included in CO-2. The specific text referenced in this comment was not revised. Although CO-2 contains a portion of Parcel 42, IRP-6 is not within Parcel 42.
11.	Pages 6 and 7, Section 3.2.2: DTSC is currently reviewing the Draft Focused FS. Until we have completed our review, we cannot concur whether or not CO-2 is suitable for LIFOC.	An approved FS does not determine if the property is suitable for LIFOC, nor is the FS necessary to sign a FOSL. DON reviews all known available data to determine all appropriate restrictions.
12.	Page 7, Section 3.2.3, Paragraph 1: Figure 5 also shows IRP-8 (CO-3) as being located in a portion of Parcels 6 and 8. Please make the change.	No changes were made per this comment. Although CO-3 contains portions of Parcels 6 and 8, the site boundary for IRP-8 is not within Parcels 6 or 8.
13.	Pages 7 and 8, Section 3.2.3: DTSC is currently reviewing the Draft Focused FS. Until we have completed our review, we cannot concur whether or not CO-3 is suitable for LIFOC.	An approved FS does not determine if the property is suitable for LIFOC, nor is the FS necessary to sign a FOSL. DON reviews all known available data to determine all appropriate restrictions.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
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	COMMENTS	RESPONSE
14.	Page 8, Section 4.1: Please provide site-specific data supporting the Navy's conclusion that "indoor air quality in buildings located near IRP sites within groundwater contamination is not expected to be affected by impacted groundwater." The whole section on Indoor Air Quality will need to be revised to include a subsection for restrictions.	Section 4.1 of the final FOSL includes the following: "Ba sed on the air pathway results included in the draft OU-4 FS for IRP-5S(b), contaminated soils located in and around the drainage ditch for IRP-5S(b) are not anticipated to impact air quality. At IRP-6 and IRP-8, soil conditions have been recommended for NFA in the RI; however, the potential still exists for indoor air to be impacted from the associated groundwater plumes. Since no data has been collected on indoor air within buildings potentially impacted by adjacent IRP sites 6 and 8, Buildings 219, 556, and 250 shall be restricted from occupation. "Oc cupation" includes access in the vicinity of the buildings, with the exception of short-term tours and emergency maintenance with prior DON notification and approval. To remove this restriction, the lessee may conduct air monitoring within the building following all federal, state, and local requirements, to determine the suitability of use of a particular building. Removal of this use restriction based on indoor air will be determined by the review and approval of DON and the BCT of the indoor air report submitted by the lessee, or upon DON and BCT concurrence that restrictions for indoor air quality are no longer necessary." The appropriate revisions were made to Section 5.0 Summary of Restrictions and Table 9 Notifications and Restrictions Summary.
	Section 5.0 will also need to be updated to include the indoor air quality restrictions.	The final FOSL was revised to restrict Building 556 based on indoor air quality.
	Please provide an explanation for not restricting Buildings 556 and 212 from occupation even though there may be potential indoor air impacts from adjacent IRP sites.	Building 212 will not be restricted based on potential indoor air quality impacts because it is a significant distance away from the nearest groundwater plumes, and there is no potential inhalation risk.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
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	COMMENTS	RESPONSE
15.	Page 9, Section 4.2: Buildings 190, 212, and 219 were constructed before 1978, the DON maintains that LBP may be present on the exterior painted surfaces and may be present in the surrounding environment. However, this section seems to assert that DON does not intend to evaluate or abate LBP associated with these buildings, now or in the future. The DON maintains that Buildings 190, 212, and 219 are nonresidential buildings and as such, DON is not responsible for evaluation or abatement of lead in soils surrounding these buildings. U.S. EPA and DTSC consider the presence of exterior LBP that has been released to the soil, to pose a potential CERCLA release to the environment. DON is required to evaluate and address all releases of CERCLA hazardous substances at its facilities and, where property has been transferred under CERCLA 120(h)(3), the covenant that it will perform any remedial action found to be necessary after the date of transfer. In addition, the "DoD Policy on Responsibility for Additional Environmental Cleanup after Transfer of Real Property" (DoD come-back policy) asserts that DoD will typically utilize the Local Redevelopment Authority's reuse plan as the basis for the land use assumptions that DoD will consider during a remedy selection process. Based upon the date of construction of Buildings 190, 212, and 219, a potential release to the environment of lead associated with exterior lead-based paint exists, DON should conduct soil sampling to determine whether soils surrounding the above buildings contain lead from LBP at levels which may pose a threat to human health and the environment. DTSC understands that the DON looks to Title X, the Residential Lead-Based Paint Hazard Reduction Act and the joint DoD/U.S. EPA interim final "Lead-Based Paint Guidelines for Disposal of Department of Defense Residential Real Property - A Field Guide" (December 1999) to address the hazards posed by LBP. DTSC however, has not adopted the joint DoD/U.S. EPA guidelines and its criteria for evaluating LBP hazards. DTSC maintains that lead from LBP is a C ERCLA release. Therefore, without site-specific data, DTSC is unable to determine whether all remedial actions necessary to protect public health have been taken at Parcels 7, 12, and 40 with respect to potential releases of lead from LBP. In addition, DTSC cannot concur categorically that DON has no future CERCLA liability to evaluate or remediate LBP releases into the soil should such contamination be found.	Section 4.2 - Notifications & Restrictions - Lead-Based Paint was substantially revised for the final FOSL. DON has reevaluated the nonresidential buildings built prior to 1978 and conducted a visual survey of these buildings on 08 August 2001 to determine the potential for LBP to have previously been released. The results of this survey are presented below and were incorporated into Section 4.2 of the final FOSL: • Building 190 was built in 1970 and is located in Parcel 12 and the disposition of the property is still to be determined. Based on the age of construction, lead-based paint may have been previously used on this building. • Building 212 was built in 1972 and is located in Parcel 7 and the disposition of the property is still to be determined. Based on the age of construction, lead-based paint may have been previously used on this building. • Building 219 was built in 1976 and is located in Parcel 7 and is scheduled for demolition. Based on the age of construction, lead-based paint may have been previously used on this building.

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Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
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	COMMENTS	RESPONSE
15. cont.	The FOSL (Section 2.0) states that "lead-based paint (LBP) surveys have not been conducted in any of the buildings/structures.". Although, the ultimate parcel use is for commercial/commercial business, please include the following restriction in Section 4.2, "Because LBP can be particularly hazardous for children, no children under the age of 7 shall be housed in any building/structure, on the Southern Parcels Carve-Out Areas property, built prior to 1978."	Based on the past use of these buildings (i.e., hangar/storage facilities), conversion of Buildings 190 and 212 for residential use is unlikely. The revised Section 4.2.2 of the final FOSL includes the following text: "Since these buildings were constructed prior to 1978 and have a property use designation of 'to be determined', use of these buildings is restricted from residential use and children will not occupy these buildings. However, if the lessee conducts the necessary LBP surveys and abatement in accordance with all local, state, and federal requirements to ensure the safety of occupants for residential use, the buildings can be used for residential use after receiving concurrence from DON and the BCT on the LBP reports. If the buildings are slated for demolition, they will require post-demolition soil sampling and abatement of any soil-lead hazards by the lessee prior to occupation of any new buildings."
	The Navy's response to DTSC's comment on LBP (first 3 paragraphs) is unacceptable. DTSC requested the following restriction be included in section 4.2 (paragraph 4): "Because LBP can be particularly hazardous for children, no children under the age of 7 shall be housed in any building/structure, on the Southern Parcels Carve-Out Areas property, built prior to 1978." DTSC does not have sufficient information to agree that Buildings 190, 212, 219 or the surrounding environment, can be leased in a manner that is protective of human health and the environment. The unresolved comments surrounding LBP will need to be addressed in the "Unresolved Comments" section of the FOSL.	Buildings 190, 212, 219 and the surrounding environment are designated for commercial and business use where children will be restricted from occupying any of the buildings. Also, exposure to soil is limited in these areas because Building 190 is completely surrounded by concrete and Building 212 is completely surrounded by concrete/asphalt. Building 219 is surrounded by 50% concrete and 50% grass. Information on the site conditions at each of these buildings has been provided to DTSC via telephone conversations. Due to the site conditions and designated reuse of the property, the Navy is confident that Buildings 190, 212, 219 and the surrounding environment can be leased, with the appropriate restrictions, in a manner that is protective of human health and the environment. Unresolved comments will not be included in the FOSL based on discussions between DTSC and the Navy.
16.	Page 10, Paragraph 1: Please move paragraph 1 to the end of the section, making it the last paragraph.	The requested revision was made to the final FOSL.
17.	Page 10, Paragraph 2: Please add the following sentence to the beginning of paragraph 2: "Fluorescent light fixtures were not included in the PCB items and equipment survey."	The referenced paragraph of Section 4.3 was revised as follows in the final FOSL: "Fluorescent light fixtures were not included in the PCB items and equipment survey. Because Buildings 190, 212, and 219 were built before 1979, it is assumed that some light ballasts ..."
18.	Page 10, Paragraph 2, Line 1: Please change "Based upon the age of ..." to However, based upon the date of construction,..."	The referenced sentences of Section 4.3 were revised as follows in the final FOSL (the text is consistent with FOSL#1): "Fluorescent light fixtures were not included in the PCB items and equipment survey. Because Buildings 190, 212, and 219 were built before 1979, it is assumed that some light ballasts in the buildings may contain PCBs."
19.	Page 10, Section 4.4, Paragraph 2: Replace the first sentence with the following, "A radon survey was conducted at a representative number of housing units and non-residential buildings at MCAS Tustin in 1991."	The referenced sentence was revised as follows in the final FOSL: "Though not required by regulatory agencies, DON conducted a radon survey at a representative number of housing units and non-residential buildings at MCAS Tustin in 1991."

Response to Comments (continued)
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	COMMENTS	RESPONSE
20.	Page 11, Section 4.8, Line 2: Please change to read, "potential use or storage of radiological materials in and around buildings loca ted within the lease."	As requested, the referenced sentence was revised in the final FOSL.
21.	Page 12, Section 4.8.1: Was the soil surrounding Building 556 investigated? If not, why? According to a presentation given by Roy F. Weston, Inc. at the July 12, 2001 RAB meeting, the Radiological Survey Plan will be looking at three buildings and one adjacent outdoor site (Buildings 29, 190, and 556, including the adjacent drum storage area). DTSC recommends not only restricting occupancy of Buildings 190 and 556 (Building 29 is not part of this FOSL), but also restricting the adjacent drum storage area and any other areas surrounding the two buildings and outdoor site that potentially contain radiological contamination.	No soil samples were taken from the area adjacent to Building 556. The area is solid concrete with berms, and was used to store drums containing aluminum oxide grit. No soil exists near the area adjacent to Building 556. Please refer to Table 6.1 (Radio Nuclides Inventory) of Tustin historical radiological assessment. Section 4.8.2 of the final FOSL includes the following text: "Buildings 190, 556, and the drum storage area adjacent to Building 556 will be prohibited from access pending the results of the radiological survey."
22.	Page 12, Section 4.9: Please include a summary of the Navy policy/guidance with regard to asbestos-containing material (ACM).	Section 4.9 Notifications & Restrictions - Asbestos Containing Material was substantially revised for the final FOSL. Paragraph 1 of the revised Section 4.9 incorporates this comment as follows: "Department of Defense policy with regard to asbestos-containing material is to manage ACM in a manner protective of human health and the environment, and to comply with all applicable Federal, State, and local laws and regulations governing ACM hazards. Therefore, unless it is determined by competent authority that the ACM in the property poses a threat to human health at the time of transfer, all property containing ACM will be conveyed, leased or otherwise conveyed as is through the BRAC process. ACM is considered to be a threat to human health if it is located within the interior of a building, and it is friable, accessible and damaged (FAD)."

Response to Comments (continued)
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	COMMENTS	RESPONSE
23.	Page 13, Second Full Paragraph: Please elaborate on why "ACM surveys conducted before 2000 may no longer be accurate." Why hasn't the Navy conducted a more recent ACM survey for Building 219 since the 1991 survey may "no longer be accurate"?	Section 4.9 Notifications & Restrictions - Asbestos Containing Material was substantially revised for the final FOSL. According to DoD Policy, and as noted in the revised Section 4.9, unless it is determined by competent authority that the ACM in the property poses a threat to human health at the time of transfer, all property containing ACM will be conveyed, leased or otherwise conveyed as is through the BRAC process. ACM is considered to be a threat to human health if it is located within the interior of a building, and it is friable, accessible and damaged (FAD). The Navy is obligated to provide the lessee with the results of a site-specific FAD ACM survey performed to revalidate the condition of the ACM. However, the Navy is required to conduct a FAD ACM survey only when the reuse plan calls for a building to be reused/occupied, rather than demolished. Furthermore, a FAD ACM survey is not required if ACM has never been identified in the interior of a building during any previous asbestos survey, or if an asbestos survey conducted after 1996 found no damaged ACM and there is no reason to suspect any damaged ACM is present. The 1996 date was established to be consistent with the Asbestos Hazard Emergency Response Act (AHERA), which calls for a re-inspection to assess the physical condition (i.e., good or damaged) of ACM at least once every three years. Since base closure occurred in 1999, any qualified inspection performed in 1997 or later meets the intent of these regulations (not 2000 as originally stated in the FOSL).
24.	Page 13, Section 4.9.2, Paragraph 1: Not only should the lessee's covenant apply to those buildings that have not been surveyed and are scheduled for demolition, but also to those buildings that have been surveyed, but the survey is outdated (i.e., Building 219).	Section 4.9 Notifications & Restrictions - Asbestos Containing Material was substantially revised for the final FOSL.
25.	Page 13, Section 4.9.2, Sentence 1: Please delete the last two words, "before demolition."	Section 4.9 Notifications & Restrictions - Asbestos Containing Material was substantially revised for the final FOSL.
26.	Page 13, Section 4.9.2, Paragraph 1, Line 8: Change "regulations" to "requirements".	Section 4.9 Notifications & Restrictions - Asbestos Containing Material was substantially revised for the final FOSL. Section 4.9.2 incorporates this comment in several sentences as follows: "These buildings may be occupied on an interim basis if the lessee conducts the necessary ACM surveys and abatement according to all local, state, and federal requirements."
27.	Page 13, Section 4.9.2, Paragraph 1, Lines 8-9: Delete the sentence "Also, the transferee... occupy the building."	Section 4.9 Notifications & Restrictions - Asbestos Containing Material was substantially revised for the final FOSL. The referenced sentenced was removed from the revised Section 4.9.2.

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	COMMENTS	RESPONSE
28.	Page 13, Section 4.9.2, Last Sentence: In Section 4.1, indoor air quality was listed as a notification, not a restriction. Indoor air quality is also not listed in Section 5.0, Summary of Lease Restrictions. Why is indoor air quality listed as a restriction for Building 190? Please explain and make the necessary corrections.	The comment is acknowledged and the appropriate changes made to the text; indoor air quality is not a restriction for Building 190.
29.	Page 13, Section 4.10.1: The information regarding the human-health risk assessment is not consistent with what is presented in Section 3.2.1.	The referenced section was revised and is as follows in the final FOSL: "As noted in Section 3.1, VOC-contaminated groundwater exists beneath IRP-6 and IRP-8, and arsenic-in-soil impacts in the Arsenic AOC are currently being evaluated."
30.	Page 14, Section 8.0: The monitoring well locations are not consistent with what is described in Figure 8, and Table 6. Please make the necessary corrections to Section 8.0, Figure 8, and Table 6.	Section 8.0 and Table 6 were revised to be consistent with Figure 8 in the final FOSL. The following sentences are included in Section 8.0: "Access to monitoring wells I006MW02S (Parcel 40), and I006MW01S, I006MW01D, I006MW03S, and I006MW04S (Parcel 11), used for quarterly water-level measurements, will be required after the lease expires and the property is conveyed (Figure 8). A summary of the monitoring activities is included in Table 6."
31.	Page 15, Section 9.0: DTSC will reserve comment regarding DON's finding of suitability for a LIFOC to the City of Tustin for the Southern Parcels CO Areas until we receive DON's responses to our comments on the draft FOSL and have an opportunity to review the final version of the FOSL.	SWDIV submits this Response to Comments and the final FOSL for DTSC review.
32.	Figures 2 through 8: Please verify that the figures (building designations and parcel numbers) are consistent with those presented in the final MCAS Tustin Specific Plan/Reuse Plan Errata (September 1998).	With one exception, the final FOSL (including figures and tables) is consistent with the Reuse Plan. Parcels 13, 15, and the western portion of 27 (as shown in the Reuse Plan) have been redesignated as part of Parcel 16 in the final FOSL. These areas are not part of this FOSL, and details regarding this redesignation will be provided in the appropriate FOST and FOSL documents.
33.	Figure 6: Why is the Arsenic AOC (CO-4) shown in red as having received NFA?	Figure 6 of the final FOSL was revised to indicated the Arsenic AOC as CO-4 (shown in gray), which is still under investigation. The figure was also revised with the most updated information regarding NFA concurrence received for AOC sites.
34.	Table 1: What year was the substation (S SS-2) built? Please indicate the date. It is noted that the substation is currently operated by Southern California Edison. Do they own it as well?	DON verified that the referenced substation is currently owned and operated by Southern California Edison. DON was unable to determine any information regarding the date of construction for substation SS-2. The lease will include the notification that Southern California Edison owns the substation and will have right of access for the duration of the lease.
35.	Table 4, AOC column, to be consistent with the NFA concurrence letters found in Attachment 2, please use the same numbering system. Example: instead of MAE-6 use MAE-06.	The numbering system used in Table 4 and the associated text of the final FOSL was revised as requested to be consistent with the NFA concurrence letters.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
36.	Table 4, AOC ST-86 NFA concurrence letter dated 1/18/01: Please include the NFA concurrence letter in Attachment 2.	As requested, the referenced NFA concurrence letter is included in Attachment 2 of the final FOSL.
37.	Table 5, AST-558A, AST-558B, and AST-568 Status column, "NFA approval BCT 17 January 2001" change to "NFA approval RWQCB 17 January 2001".	The requested revision was made to Table 5 of the final FOSL.
38.	Table 8: Indoor air quality should be checked "Yes" since a notification was made on page 8 and reference to a restriction was made on page 13. Please make the correction.	Table 8 was revised for the final FOSL as requested to indicate a notification and restriction for indoor air quality.
39.	Attachment 2: The RWQCB letter dated January 17, 2001 states that they concur with the recommendation for no further action, but with a provision. Was the correction page submitted and approved by the RWQCB?	Yes. The correction page was submitted in January 2001 and RWQCB verbally concurred with the NFA during the 03/29/01 BCT meeting. The appropriate section from the 04/26/01 BCT Meeting Minutes is included in Attachment 2 to indicate the verbal concurrence.
40.	Attachment 3 is missing. Please include a copy of the Lease Restriction Revision Form.	Attachment 3 - Lease Restriction Revision Form is included in the final FOSL.
41.	Attachment 4, Hazardous Substances Notification Table: Why is the Final EBS referenced instead of the final EBS? Also why is the Draft NFA Report referenced instead of the Final NFA Report?	The final FOSL was updated to reference the final EBS (March 2001) and the final NFA Report (June 2001) in Attachment 4.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

11 October 2001 Comments from DTSC

	COMMENTS	RESPONSE
1.	Please include a new section on National Environmental Policy Act compliance.	The following section addressing NEPA compliances has been added to Section 3.0 of the final FOSL. It is consistent with text in previous FOSTS. Additional language has been included to clarify NEPA ROD prepared to address ultimate reuse after transfer. Reuse under the lease will be consistent with the reuse plan and NEPA ROD as part of the LIFOC. "Potential environmental impacts pertaining to the disposal and reuse of MCAS Tustin were addressed in the final Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) (DON 1999a) and were disclosed to agencies and the public for comment and review in compliance with the requirements of NEPA and CEQA. The EIS/EIR was prepared through the joint effort of DON (EIS) and the city of Tustin (EIR). DON prepared a NEPA Record of Decision (ROD) to document the selected proposed alternative for reuse at each of the parcels discussed in the EIS/EIR. The NEPA ROD was executed on 02 March 2001 (DON 2001a)."
2.	Section 4.8.1, page 12, last paragraph: Please state that the radiological survey will also be performed outside of Building 556 in the adjacent drum storage area.	The last paragraph of Section 4.8.1 in the final FOSL was revised and is as follows: "DON wi ll perform a radiological survey inside Buildings 190 and 556, and in the adjacent drum storage area outside of Building 556 to determine whether these buildings can be released for unrestricted use or whether institutional controls are necessary."
3.	Although the types of reuse will be detailed in the yet to be negotiated lease, DTSC's review of the FOSL, to determine whether or not the properties proposed for lease can be used with an acceptable risk to human health and the environment, is based on the ultimate parcel use described in section 1.0 of the FOSL as commercial business.	Properties to be leased will protect human health and the environment through the use of restrictions.
4.	DTSC originally commented (Specific Comment #8 - DTSC comments 20 August 2001) that until its review of the Draft Focused FS for OU-4 was completed, including the human-health risk assessment of IRP-5S(b), it would not be able to concur on the suitability of CO-1, CO-2 or CO-3 for LIFOC. DTSC completed its review of the Draft Focused FS and submitted comments to the Navy on August 27, 2001. One of the major comments was that the Navy has not calculated cumulative risk for soil, groundwater, and indoor air for the sites in OU-4. Therefore, the importance of the contamination in soil, which has been recommended for no further action in the Draft Focused FS, cannot yet be dismissed. The Navy has agreed to perform a cumulative risk assessment for OU-4, but does not want to wait until the assessment is completed before finalizing the FOSL. DTSC's preference would be to have the cumulative risk assessment results in hand prior to concurrence on the FOSL. However, as requested, DTSC will evaluate the FOSL based on the information provided and make a determination as to whether the restrictions proposed are adequate to ensure the protection of human health and the environment for the properties proposed for lease.	DTSC's comment is acknowledged. Please note that human health risk assessments have not been used to determine any environmental restrictions since the conclusions have not been documented in a final ROD. An approved FS does not determine if the property is suitable for LIFOC, nor is the FS necessary to sign a FOSL. Restrictions will be implemented within the CO areas to protect human health and the environment. Restrictions on sub-surface excavation of soil and well installations will prevent exposure to potential contaminants until environmental investigations determine no further action is necessary per a decision document (e.g., ROD, closure report). Risk assessments are tools for accessing if further action is necessary, but are not used solely to determine if restrictions are necessary.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
5.	DTSC suggests the following language for Section 9.0 Conclusions/Finding of Suitability to Lease in Furtherance of Conveyance: "Based on the foregoing information and analysis, I find that the property identified in this FOSL (Southern Parcels CO Areas) is suitable for a LIFOC to the City of Tustin for its intended use as a commercial business, subject to the conditions, notifications, and restrictions set forth in this document. The current environmental conditions do not present an unacceptable risk to human health or the environment and the property can be used without interference with the environmental restoration process, subject to the lease containing appropriate restrictions on the activities of future recipients as addressed above.	DON suggests the following language, as included in the final FOSL: "Based on the foregoing information and analysis, I find that the property identified in this FOSL (Southern Parcels CO Areas) is suitable for lease for the purposes intended, subject to the conditions, notifications, and restrictions set forth in this document. The property can be used pursuant to the proposed lease, with the specified use restrictions in the lease, with acceptable risk to human health and the environment and without interference with the environmental restoration process."
6.	Section 5.0, page 14: In what way will the land use for the Arsenic AOC (CO-4) be restricted, aside from occupancy of the buildings being prohibited?	Per Section 4.10.2, the lessee cannot excavate, dig, drill, or otherwise disturb soil and extract or use groundwater beneath CO-4. The discussion in Section 4.7.2 on the restrictions of occupancy of buildings was deleted since exposure within a building is not a concern. Section 5.0 was revised to include the following bullet in the final FOSL: ". Subsurface excavation, digging, drilling, or otherwise disturbing the soil and extracting or using groundwater will be restricted within the CO area property, which includes IRP-5S(b), IRP-6, IRP-8, and Arsenic AOC, unless prior approval for such activities is obtained by the lessee from DON and the BCT (Sections 4.6, 4.7.2, and 4.10.2)."

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
7.	Section 4.2: Please take the first two sentences of paragraph 1, section 4.2 of the draft FOSL and include them in the revised section 4.2.	The following sentences are included in Section 4.2, paragraph 1 of the final FOSL: "DON policy regarding LBP applies to residential real property constructed before 1978. None of the buildings/structures on the CO area property have been designated for residential property or child-occupied facilities under the Reuse Plan; therefore, they have not been surveyed for LBP."
	Please take paragraph 4, section 4.2 of the draft FOSL and include it in the revised section 4.2.	This paragraph will not be included because the statement, "unacceptable risk" could be debated. DON's position is that no sampling is required in non-residential areas per DON and NEPA policy and legislation.
	Revised Section 4.2, Paragraph 2 - Please change line 3 to read, "to occupancy of any newly constructed buildings. Buildings..."	The requested revision was made to the final FOSL.
	Revised Section 4.2, Paragraph 4 - Please change lines 3 and 4 to read "lessee/transferee must obtain prior written approval from DON and the BCT."	The requested revision will not include the word "written" due to a comment from the City of Tustin.
	Revised Section 4.2.1, Building 219 - Table 1 states that this building is located in Parcels 7 and 40. Please make the necessary corrections.	Table 1 of the final FOSL was revised to indicate that Building 212 is located in Parcel 7.
	Revised Section 4.2.1, and 4.2.2, All structures - Table 1, date column lists "NA" or "not available" for several of the structures. How was the conclusion made that all structures were constructed after 1978? Please include dates of construction for all structures listed in Table 1.	Three of the five structures (S269, S585, and S593) listed with "NA" for the date of construction have been updated to include the year built and square footage. Structure SS-2 is a substation owned by Southern California Edison. Therefore, Structure SS-2 will be deleted from the tables and text will be added to Section 2.0 to indicate that the substation is owned by Southern California Edison. The lease will include the notification that Southern California Edison owns the substation and will have right of access for the duration of the lease. The final structure without a year built designated is structure S251A, a sewage pump station located adjacent to the ground support equipment facility (Building 251). The year of construction could not be located in any of the previous base documents or in the reuse plan. The FOST for the Southern Parcels included a similar structure (sewer lift station - S6857) that no year of construction could be identified. The year built for S251A will remain as 'NA' since the date is not available based on a records search for buildings and structures. In regards to lead-based paint, the three structures where the dates have been verified were all constructed after 1978. Structure S251A was constructed below grade and from visual inspection, does not contain LBP. The sewage pump station was likely built in 1984 when Building 251 was built based on the proximity of the structure to the building. Since SS-2 is the property of Southern California Edison, management of LBP will continue to be the responsibility of Southern California Edison.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
7. cont.	Revised Section 4.2.2, Buildings 190, 212, and 219 - Please include dates of construction.	Dates of construction for Buildings 190, 212, and 219 is included in the final FOSL (1970, 1972, and 1976, respectively).
	Revised Section 4.2.2, Buildings 190 and 212 - Since these buildings have a property designation of "to be determined", they could conceivably be demolished. Please include information regarding post-demolition sampling.	The following paragraph was added to Section 4.2.2 - Restrictions of the final FOSL: "If the buildings are slated for demolition, they will require post-demolition soil sampling and abatement of any soil-lead hazards by the lessee prior to occupation of any new buildings."
	Also, Building 190 has other restrictions imposed on it so it is incorrect to state that it can be used for residential use after receiving concurrence from DON and appropriate regulatory agencies on the LBP reports.	Section 4.2.2 details only the restrictions from LBP. Other restrictions are listed in their corresponding subsection of Section 4.0. All restrictions are summarized in Section 5.0.
	Finally, the ultimate use of those buildings is not residential, but commercial business. Please make the corrections.	DON recognizes that these buildings are scheduled for commercial use after transfer. However, the possibility for these buildings to be used as residential exists prior to transfer. Therefore, requirements for this potential residential use under the lease is addressed, even though the probable use will be commercial.
	Revised Section 4.2.2, Building 219 - Please change "appropriate regulatory agencies" to "BCT".	The requested revision was made in Section 4.2.2 and throughout the final FOSL.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
8.	Section 4.9: Please ensure that the terms "lease", "transfer" and "deed" are used appropriately.	The final FOSL was reviewed for consistency and revised to use the following terms appropriately: The terms "CO areas" or "CO area property" are used to refer to the properties or areas covered under the FOSL. The term "deed" is used when referring to transfer property. The term "lease" is used when referring to leased property. The term "lessee" is used to refer to the party/parties to lease the property.
	Revised Section 4.9, Paragraph 1 - Please provide the appropriate reference as was done for FOST #1.	The 1994 Asbestos, Lead Paint and Radon Policies at BRAC Properties DoD document is referenced in paragraph 1 of Section 4.9 in the final FOST.
	Revised Section 4.9.1 - All references to the January 2001 URS report are not consistent with Table 2, which discusses a Radian 2000 report. Please make corrections.	The text and tables of the final FOSL were revised to reference the January 2001 URS Report.
	Revised Section 4.9.1.1, Building 219 - Table 1 states that this building is located in Parcels 7 and 40. Please make the necessary corrections.	Table 1 of the final FOSL was revised to indicate that Building 219 is located in Parcel 7.
	Revised Section 4.9.2, Building 190 - It states that the building is slated for demolition, when Table 1 states the proposed disposition as "to be determined". Please make the correction.	The proposed disposition of Building 190 is "to be determined". Incorrect references to the disposition of demolition for Building 190 were revised throughout the document.
	Revised Section 4.9.2, Building 219 - The statement is not consistent with the restrictions in Section 5.0 of the draft FOSL. Since the survey conducted at this building is outdated (1991), the restrictions should be the same as those listed for Buildings 267 and 556, as shown in Section 5.0. Please make the corrections.	The restrictions for Buildings 267 and 556 are based on the lack of ACM surveys conducted for the buildings. Building 219 was surveyed for ACM in 1991 and no ACM was found, therefore, no restrictions due to ACM are necessary. See Figure 9, which presents a decision diagram for ACM surveys.
	Revised Section 4.9.2 - Please delete the last paragraph.	The requested deletion was made in the final FOSL.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
9.	Section 3.2: Revised Section 3.2, Paragraph 3 - Why was "lease restrictions" changed to "restrictions"?	The FOSL document is not a lease. The property restrictions listed in the FOSL will be applied to a lease and then they will become lease restrictions. Regardless, the restrictions remain the same whether they are in a lease or not.
	Please define subsurface excavation.	Subsurface excavation (as explained in section 4.10.2) includes the following activities: excavation, digging, drilling, or otherwise disturbing soil.
	Revised Section 3.2.1 - Please include paragraphs 3 and 4 from the draft FOSL in this revised section.	The final FOSL does not include specific information regarding risk assessments. Risk assessment results have not been used in the FOSL to determine the suitability to lease or to determine the required restrictions to protect human health and environment.
	Revised Section 3.2.2 - Why was information about elevated levels of petroleum hydrocarbons taken out of the discussion?	Descriptions for IRP-6 were taken from the Initial Assessment Survey (IAS) and present the contaminants of concern at the site more accurately. Petroleum hydrocarbons are not Contaminants Of Potential Concern (COPC), and do not influence the restrictions.
	Revised Section 3.2.2, Paragraph 1 - Please change sentence 1 to read, "IRP-6, the Paint Locker and Drum Storage Area (Figure 5), was operated from 1972 to 1981 and is located in the northern portion of Parcel 11, the southern portion of Parcel 12, and a portion of Parcel 40.	The requested revision was made to the final FOSL.
	Revised Section 3.2.2, Paragraph 2 - Why was the risk assessment information deleted? Please include a summary of the risk assessment information.	The final FOSL does not include specific information regarding risk assessments. In order for a FOSL to be finalized, a risk assessment is not necessary. Risk assessment results have not been used in the FOSL to determine the suitability to lease or to determine the required restrictions to protect human health and environment.
	Also, please delete the last sentence because it is stated in the subsequent paragraph.	The requested revision was made to the final FOSL.
	Revised Section 3.2.3 - Why was information about elevated levels of petroleum hydrocarbons taken out of the discussion? Why was the risk assessment information deleted? Please include a summary of the risk assessment information. Also, so much information that was provided in the draft FOSL has been deleted, that there is now no information regarding the no further action determination for soil. Please re-work this entire section.	Descriptions for IRP-8 were taken from the IAS, which presents the contaminants of concern at the site more accurately. Petroleum hydrocarbons are not COPCs, and do not influence the restrictions. The final FOSL does not include specific information regarding risk assessments. In order for a FOSL to be finalized, risk assessments or "No Further Action" determinations for soil are not necessary.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

	COMMENTS	RESPONSE
9. (cont.)	Revised Section 3.2.3, Paragraph 2 - Please state that the primary chemical of potential concern for IRP-8 identified during the ESI was 1,2-dichloropropane "in groundwater". Please explain what the basewide groundwater modeling study found.	The requested revision was made to the final FOSL. Sections discussing the basewide groundwater modeling study were deleted from the final FOSL. The basewide groundwater modeling is not necessary to determine any restrictions.
10.	Verbal comments from Jennifer Rich (12/13/01) regarding Section 4.1.1 Notifications (Indoor Air Quality) suggested that this section be ~~deleted or~~ revised ~~from~~ for the Final FOSL.	The referenced section was deleted from the Final FOSL.

Response to Comments (continued)
Draft Finding of Suitability to Lease for Southern Parcels Carve-Out Areas
Marine Corps Air Station Tustin, California

30 January 2002 Comments from: Ms. Jennifer Rich, Remedial Project Manager, DTSC

	COMMENTS	RESPONSE
	GENERAL COMMENTS	
1.	Verbal comment suggested that Figure 10 be deleted from FOSL because it is not necessary.	Removed Figure 10, Contamination Base Map, from document Page iii, Table of Contents - removed Figure 10 from List of Figures Page 5, Section 3.1 - removed sentence: "Figure 10 shows the base parcels and contamination associated with each parcel."

ATTACHMENT 6

DTSC CONCURRENCE LETTER

on the southwest and northwest sides of the building and grass on the northeast and southeast sides. Due to the designated reuse of the property and the site conditions, DTSC is confident that all three buildings and the surrounding environment can be leased, with the appropriate restrictions, in a manner that is protective of human health and the environment. However, if the designated land use changes from commercial/business to a more sensitive use (i.e., residential), DTSC would have to reevaluate its decision to concur on CO Areas 3 and 4 for lease.

Although DTSC is concurring on this FOSL, LBP may be an issue for the future transfer of CO Areas 3 and 4. DTSC maintains that any lead released to soil from LBP is a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) release to the environment. The surfaces of Buildings 190, 212 and 219 may have LBP that could be released to the soil. DTSC will have to determine whether, pursuant to CERCLA 120(h)(3); all actions have been taken at CO Areas 3 and 4 to remedy potential releases of lead to the environment from LBP. Based on this determination, DTSC will decide if CO Areas 3 and 4 are suitable for transfer.

Thank you for providing DTSC with the opportunity to review this FOSL. If you have any questions regarding this letter, please contact Ms. Jennifer Rich at (714) 484-5415.

Sincerely,

Triss M. Chesney

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FINDING OF SUITABILITY TO LEASE (FOSL) FOR SOUTHERN PARCELS CARVE OUT (CO) AREAS 1, 2, 3, AND 4, MARINE CORPS AIR STATION (MCAS) TUSTIN, CALIFORNIA

Dear Mr. Forman:

On January 23, 2002 the Department of Toxic Substances Control (DTSC) received the subject document dated January 2002. DTSC reviewed the document and had some additional comments. Based upon review of specific revised text, tables and figures, the additional comments have been appropriately addressed. Based on DTSC's review of the information presented in the document and the subsequent changes, DTSC concurs that the Southern Parcels CO Areas property is suitable for lease for the purposes intended (commercial/business) subject to the conditions, notifications, and restrictions set forth in the FOSL.

There are three buildings (190 [CO Area 4], 212 and 219 [CO Area 3]) located on the CO Area property which were constructed prior to 1978, the year when lead-based paint (LBP) products were discontinued. Based on the age of construction, LBP may be present on these buildings. The buildings and the surrounding environment are designated for commercial/business use where children will be restricted from occupying any of the buildings. Exposure to soil is also limited in these areas because Building 190 is completely surrounded by concrete and Building 212 is completely surrounded by concrete/asphalt. The designation of Building 219 includes one building and one structure (an unpainted aluminum shed). The LBP issue is only related to Building 219 and not its associated structure. Building 219 is surrounded by concrete

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our Web-site at www.dtsc.ca.gov.

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FINDING OF SUITABILITY TO LEASE
FOR CARVE-OUT AREAS 5, 6, 7, 8, 9, 10, and 11

MARINE CORPS AIR STATION TUSTIN
TUSTIN, CALIFORNIA

26 APRIL 2002

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ACRONYMS AND ABBREVIATIONS

ACM	asbestos-containing material
AOC	area of concern
AST	aboveground storage tank
BCT	BRAC Cleanup Team
BRAC	base realignment and closure
Cal EPA	California Environmental Protection Agency
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CO	carve-out area
DDD	dichlorodiphenyldichloroethane
DDE	dichlorodiphenyldichloroethene
DDT	dichlorodiphenyltrichloroethane
DoD	(United States) Department of Defense
DON	(United States) Department of the Navy
DSD	disposal, storm drain
DSS	disposal, sanitary sewer
DTSC	(California Environmental Protection Agency) Department of Toxic Substances Control
EBS	environmental baseline survey
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
FAD	friable, accessible, and damaged (as applied to asbestos)
FFSRA	Federal Facility Site Remediation Agreement
FOSL	finding of suitability to lease
FOST	finding of suitability to transfer
FS	feasibility study
IRP	Installation Restoration Program
JP-5	jet propellant grade 5
LBP	lead-based paint
LIFOC	Lease in Furtherance of Conveyance
LRA	Local Redevelopment Authority
MAE	miscellaneous, air emissions
MCAS	Marine Corps Air Station

ACRONYMS AND ABBREVIATIONS (Continued)

MCL	maximum contaminant level
MDA	miscellaneous, potential disposal area
mg/L	milligrams per liter
MMS	miscellaneous, major spill
MOA	Memorandum of Agreement
MTBE	methyl tertiary-butyl ether
MWA	miscellaneous, wash area
NBC	Nuclear Biological and Chemical
NEPA	National Environmental Policy Act
NFA	no further action
No.	number
OU	operable unit
PAH	polynuclear aromatic hydrocarbon
PCAP	Petroleum Corrective Action Program
PCB	polychlorinated biphenyl
pCi/L	picocuries per liter
PEA	preliminary endangerment assessment
ppm	parts per million
RCRA	Resource Conservation and Recovery Act
RI	remedial investigation
ROD	Record of Decision
RWQCB	Regional Water Quality Control Board
SHPO	State Historic Preservation Officer
ST	storage, temporary
TBD	to be determined
TCE	trichloroethylene
TCP	trichloropropane
TPH	total petroleum hydrocarbons
TOW	treatment, oil/water separator
U.S. EPA	United States Environmental Protection Agency
UST	underground storage tank
VOC	volatile organic compound

1.0 PURPOSE

The purpose of this Finding of Suitability to Lease (FOSL) for the United States Department of the Navy (DON) is to document environmentally related findings that support the conclusion that seven areas in the northern, central, and eastern portions of Marine Corps Air Station (MCAS) Tustin, California, are suitable for lease for the purposes intended, subject to the conditions, notifications, and restrictions set forth in this document. This FOSL updates and supercedes the interim FOSL for Parcels 1, 2, 18, 19, 20, 21, and 22 dated September 2000.

The areas addressed in this FOSL and proposed for a Lease in Furtherance of Conveyance (LIFOC) at MCAS Tustin include Installation Restoration Program (IRP) sites, areas of concern (AOCs), and areas that are currently under evaluation or remediation of impacted soils and/or groundwater. Because of the nature of the ongoing environmental investigation and/or remediation, the property contained within these areas cannot be conveyed per the provisions of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h)(3)(A)(ii) for the conveyance of federal property. Leased properties however, may be used in accordance with the terms of each lease with acceptable risk to human health and the environment.

For the purposes of this FOSL, seven carve-out (CO) areas have been designated to encompass the areas of MCAS Tustin with ongoing environmental investigations and/or remediation. Each of the CO areas includes a buffer zone around the impacted area to protect human health and the environment during ongoing investigation and/or remediation. The purpose of designating CO areas is to:

- Identify limited areas where restrictions are needed to prevent human exposure to potential contaminants while remedial action and ongoing investigations are being conducted,
- Establish boundaries wherein restrictions will be imposed to control subsurface excavation of potentially contaminated soil and/or impacted shallow groundwater,
- Prevent extraction and use of contaminated groundwater,
- Prevent interference during investigation activities,
- Allow access for monitoring and remedial activities, and
- Prevent interference with the operation of any remediation system that may be installed on the properties in the future.

The findings of suitability to lease supported by this document will be in effect for all properties included herein until the properties are found suitable for transfer by deed per the provisions of Section 120(h) of CERCLA. Specific terms of each lease will be

identified in the lease documents for each parcel or portion of a parcel. Ultimate parcel uses in the CO areas are designated as one of four categories: Educational/Recreational, Commercial/Business, Residential, or Circulation Facilities. These categories incorporate the specific parcel uses designated in the proposed reuse plan for MCAS Tustin.

This FOSL was prepared in accordance with United States Department of Defense (DoD) guidance documents, including the DoD Base Reuse Implementation Manual (DoD 1997) and the DoD Policy on the Environmental Review Process to Reach a Finding of Suitability to Lease (DoD 1996a). This FOSL is based on information contained in the final Basewide Environmental Baseline Survey (EBS) for MCAS Tustin Report (BNI 2001a) as well as information contained in the documents listed in Attachment 1 - References.

IRP site designations, building/structure designations, and prior uses in this FOSL were derived from the final EBS Report. Proposed uses of the properties included in this FOSL are consistent with those presented in the MCAS Tustin Specific Plan/Reuse Plan Errata (Reuse Plan) (City of Tustin 1998).

A Finding of Suitability to Transfer (FOST) was prepared concurrently with this FOSL to support conveyance of the portions of Parcels 1, 16, 17, 24, 27, 28, 40, and 41 that are not included herein as CO areas (DON 2002b). Several other parcels (23, 29, 34, 35, and 36) that do not include CO areas are also addressed in the FOST. The FOST, known as FOST 3 was finalized on 22 April 2002. Additional FOSTs will be prepared for properties included in this FOSL after they have been determined to be suitable for transfer pursuant to CERCLA Section 120(h). This FOSL is the third in a series of FOST and FOSL documents prepared for the transfer/lease of parcels within MCAS Tustin. Figure 2 shows the boundaries of property included in this and the previous documents.

The documents referenced herein are available from the information repository in the government document section of the main library at the University of California at Irvine and the administrative record file located at Southwest Naval Facilities Engineering Command.

2.0 PROPERTY DESCRIPTION

MCAS Tustin is located in southern California near the center of Orange County, approximately 40 miles south of downtown Los Angeles (Figure 1). The installation encompasses approximately 1,600 acres. The majority of MCAS Tustin is located within the city of Tustin, however approximately 95 acres in the southeast corner of the base fall within the city limits of Irvine. The base is bordered by the cities of Tustin, Irvine, and Santa Ana.

MCAS Tustin was commissioned in 1942 as a DON lighter-than-air base. The installation was used to support observation blimps and personnel conducting antisubmarine patrols off the coast of southern California during World War II. In 1949, the base was officially decommissioned as an active facility because of the diminished need for blimp patrols. However, in 1951, the base was reactivated to support helicopter operations for the Korean War and was renamed the "Marine Corps Air Station (Helicopter) Santa Ana." In 1978, the installation name was changed to "MCAS (H) Tustin" to reflect its annexation by the city of Tustin. In 1986, the installation was renamed "MCAS Tustin."

MCAS Tustin was operationally closed on 02 July 1999 in accordance with the Defense Base Closure and Realignment Act of 1990. Currently, the majority of the buildings are vacant, and the primary activities at the base are maintenance and environmental cleanup.

The seven CO areas addressed in this FOSL together comprise approximately 315 acres located in the northern, central, and eastern portions of MCAS Tustin (Figure 2). The seven CO areas and their associated parcels are described below and shown in Figure 2.

- CO-5, approximately 235 acres, includes Parcels 2, 18, 19, 20, and 22, and portions of Parcels 1, 16, 17, 24 and 40.
- CO-6, approximately 32 acres, includes portions of Parcel 16.
- CO-7, approximately 4 acres, includes portions of Parcels 16 and 40.
- CO-8, approximately 21 acres, includes portions of Parcels 16, 27, and 40.
- CO-9, approximately 2 acres, includes portions of Parcels 27 and 40.
- CO-10, approximately 18 acres, includes portions of Parcels 28, 40 and 41.
- CO-11, approximately 2.5 acres, includes portions of Parcel 1.

Parcel designations shown in Figure 2 are consistent with those presented in the EBS Report and the final MCAS Tustin Specific Plan/Reuse Plan Errata (Reuse Plan), except for Parcels 16, 27, and 40, which have been slightly modified (City of Tustin 1998).

Approximate CO area boundaries are shown in Figure 2. Features located within the CO areas include:

- 117 buildings and 33 structures as shown on Figure 3;
- 144 AOCs and Mooring Pads 4 and 5 as shown on Figure 4;
- 73 former underground storage tanks (USTs) and 10 former aboveground storage tanks (ASTs) as shown on Figure 5;
- 8 IRP sites, including IRP-1, IRP-3, IRP-5 (including IRP-5N and IRP-5S(a)), IRP-9 (including IRP-9A and IRP-9B), IRP-11, IRP-12, IRP-13 (including IRP-13E, IRP-13S, and IRP-13W), and IRP-16 as shown on Figure 6; and
- 92 monitoring wells, 5 surface water gauging locations, and 3 landfill gas monitoring probes as shown on Figure 7.

Information concerning the former use of the buildings/structures is provided in Table 1. Asbestos-containing material (ACM) and polychlorinated biphenyl (PCB) surveys have been conducted in many of the buildings/structures. ACM and PCB survey results are summarized in Tables 2 and 3, respectively. Summary information for the AOCs is provided in Table 4. Summary information for the former USTs and ASTs is provided in Table 5. Groundwater monitoring wells, surface water gauging locations, and landfill gas monitoring probes located within the CO areas are listed in Table 6.

3.0 ENVIRONMENTAL CONDITION OF THE PROPERTY

The environmental restoration, environmental planning, and compliance programs at MCAS Tustin have been derived from and are being implemented pursuant to the following regulatory mechanisms:

- CERCLA, as amended by the Superfund Amendments and Reauthorization Act and the Community Environmental Response Facilitation Act
- Resource Conservation and Recovery Act (RCRA)
- National Environmental Policy Act (NEPA)
- California Environmental Quality Act (CEQA)
- Petroleum Corrective Action Program (PCAP)
- California Health and Safety Code

DON is the lead federal agency regarding environmental restoration at MCAS Tustin. The California Environmental Protection Agency (Cal EPA) Department of Toxic Substances Control (DTSC) is the lead regulatory agency providing oversight. MCAS Tustin is not listed on the National Priorities List. A Federal Facility Site Remediation Agreement (FFSRA) between DON and DTSC for MCAS Tustin was signed on 18 August 1999. The FFSRA defines DON's corrective action and response obligations under RCRA and CERCLA.

Since 1993, the Base Realignment and Closure (BRAC) Cleanup Team (BCT) has coordinated cleanup and closure activities at MCAS Tustin. The BCT consists of representatives from DON, the United States Environmental Protection Agency (U.S. EPA), the Cal EPA Santa Ana Regional Water Quality Control Board (RWQCB), and DTSC. These agencies reviewed and commented on the required documents included in Attachment 1 - References.

Potential environmental impacts pertaining to the disposal and reuse of MCAS Tustin were addressed in the final Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) (DON 1999a) and were disclosed to agencies and the public for comment and review in compliance with the requirements of NEPA and CEQA. The EIS/EIR was prepared through the joint effort of DON (EIS) and the city of Tustin (EIR). DON prepared a NEPA Record of Decision (ROD) to document the selected proposed alternative for reuse at each of the parcels discussed in the EIS/EIR. The NEPA ROD was executed on 02 March 2001 (DON 2001).

3.1 Area Types

The BRAC Cleanup Plan Guidebook (DoD 1996b) provides the BCT with direction to classify base property into one of seven area types in order to facilitate and support reuse and transfer. Descriptions of the seven area types are provided in Table 7. The area types are ranked in order of their suitability for transfer. Area types 1 through 4 are considered suitable for transfer by deed. Area types 5 and 6 are considered unsuitable for transfer by deed until all remedial actions have been completed or after the remedy has been demonstrated to be operating properly and successfully. Areas classified as area type 7 either have not been evaluated or require further evaluation in order to classify them into one of the other area types.

The boundaries of CO areas 5, 6, 7, 8, 9, 10, and 11 encompass properties designated as area types 5 and 6, although some area type 1-4 properties are also present within the CO areas. The designated area types associated with environmental concerns (AOCs, UST/ASTs, or IRPs) are listed on Tables 4 and 5 and shown on Figures 4 and 5.

All AOCs and UST/AST sites in the CO areas have been designated as Area Types 1 through 6 (Tables 4 and 5, respectively). One area currently under evaluation, Mooring Pads 4 and 5, is designated area type 7. Where AOCs, USTs, or ASTs (classified as Area Types 1 through 4) lie within the boundaries of an IRP site that has been classified as an area type 5 or 6, the area-type designation shown on Tables 4 and 5 depicts the environmental conditions associated with the AOC, UST, or AST rather than that of the IRP site.

The CO areas contain seven active IRP sites (IRP-1, IRP-3, IRP-5 [including IRP-5N and IRP-5S(a)], IRP-11, IRP-12, IRP-13 [including IRP-13S and IRP-13W], and IRP-16) and two IRP sites that have received regulatory concurrence for no further action (NFA) (IRP-9 [including IRP-9A and IRP-9B] and IRP-13E). The IRP sites are being addressed in different Operable Units (OUs) that have been designated for further evaluation and/or remediation. All IRP sites are shown on Figure 6.

- OU-1A includes one area type 6 IRP site (IRP-13S) and two area type 6 AOCs (MWA-18 and ST-72B). OU-1A was created to address groundwater contaminated with chlorinated volatile organic compounds (VOCs) with concentrations exceeding drinking water maximum contaminant levels (MCLs). OU-1A activities are being coordinated with the PCAP for an adjacent methyl tertiary-butyl ether (MTBE) plume. A time-critical removal action is currently underway, and a Feasibility Study (FS) is currently being prepared for OU-1A.
- OU-1B includes two area type 6 IRP sites (IRP-3 and IRP-12) and two area type 6 AOCs (TOW-X3 and TOW-X4). OU-1B was created to address contaminated groundwater plumes consisting primarily of dissolved trichloroethylene (TCE) with minor amounts of other chlorinated VOCs at concentrations that exceed

MCLs. The FS was completed in January 2002, and a Proposed Plan is being prepared for OU-1B.

- OU-2 includes three area type 4 IRP sites, (IRP-2, IRP-9 [including IRP-9A and IRP-9B], and IRP-13E). IRP-2 and portions of IRP-9B are included in the accompanying FOST. IRP-9A, IRP-13E, and portions of IRP-9B are included in the CO areas. Final closure for these three IRP sites was received with the signing of the OU-2 NFA ROD/Remedial Action Plan in September 2000 (Attachment 2).
- OU-3 includes one area type 5 IRP (IRP-1), formerly consisting of unlined shallow landfill trenches and pits constructed to burn flammable liquids for firefighter training exercises. These activities resulted in VOC and polynuclear aromatic hydrocarbon (PAH) contamination of soil and groundwater. A ROD was issued in December 2001 and an Operations and Maintenance Plan is currently being prepared.
- OU-4 includes four area type 6 IRP sites, (IRP-5 [including IRP-5N, IRP-5S(a),and IRP-5S(b)], IRP-6, IRP-8, and IRP-11), two area type 5 IRP sites (IRP-13W, and IRP-16), and thirteen area types 4-6 AOCs (DSD-1, DSS-1, DSS-2, MAE-4, MDA-02, MMS-4, MMS-5, ST-14 (A-C), ST-15, ST-16A, ST-16B, ST-67, and TOW-X7). IRP-5S(b), IRP-6, and IRP-8 are included in a previous FOSL and the remaining IRP sites and AOCs are included in the CO areas. These OU-4 sites, with the exception of ST-16A and B, all contain areas of VOC groundwater contamination above MCLs. ST-16A and ST-16B contain areas of PAH contamination in soil. A focused FS report for OU-4 is currently being prepared.

One hundred and forty-four identified AOCs are present within the CO areas (Figure 4). The majority of these AOCs (125) have received regulatory concurrence for NFA. Regulatory NFA concurrence signature pages for these AOCs are included in Attachment 2. The current status of AST/UST sites within the CO areas that have not received NFA concurrence is provided below:

- Two AOCs, MMS-7 and DSD-07 (in CO-5), are under further investigation, and will be evaluated under the RCRA program.
- The remaining seventeen AOCs are associated with one of the four OUs and are present in CO-5, CO-6, and CO-7. These AOCs require further evaluation and are being addressed in the IRP for MCAS Tustin. The current status of the AOCs is provided in Table 4 and AOC locations are shown on Figure 4.

CO-8 contains an additional area under evaluation known as Mooring Pads 4 and 5. These pads were formerly used to support activity for thermal desorption units, however they have not been formally designated as AOCs.

Seventy-three USTs and ten ASTs were formerly located within the CO areas (Figure 5). All ASTs and USTs have been removed and fifty-eight have received regulatory concurrence for NFA. The current status of AST/UST sites within the CO areas which have not received NFA concurrence is provided below:

- Six UST sites are awaiting concurrence for NFA (UST-105A, B, C, D, E, and F).
- The remaining nineteen UST/AST sites (UST-1, UST-16, UST-18A and B, UST-27A and B, UST-29A, UST-90, UST-135, UST-222A, B, C, D, G, H, and I, UST-268, and AST-194A and B) require further action and have ongoing investigations or are conducting remediation. Extraction and treatment of MTBE contaminated groundwater associated with UST-222 is currently underway under the PCAP. The current status of these UST/AST sites is provided in Table 5. The former UST and AST locations are shown on Figure 5.

3.2 Environmental Concerns within CO Areas

Environmental conditions are described below for each of the CO areas.

3.2.1 CO-5

The approximate acreage of CO-5 is 235 acres. This CO area includes four IRP sites (IRP-11, IRP-12, IRP-13 [including IRP-13S and IRP-13W], and IRP-16), and various UST/AST sites and AOCs. The environmental concerns related to these sites are discussed below. Figure 8 is a detailed map of CO-5 that indicates areas of known contamination and buildings within the CO area.

3.2.1.1 IRP Sites in CO-5

CO-5 contains several areas where VOC concentrations in the underlying groundwater exceed MCLs. The estimated location and extent of the VOC groundwater plumes are based on currently available data from documents included in Attachment 1 - References. Descriptions of these IRP sites are provided below.

IRP-11

IRP-11 is part of the study area designated as OU-4. IRP-11, known as Drum Storage Area number (No.) 1, was used for drum storage from 1975 to 1984 and is located in Parcels 18 and 40 (Figure 6). Materials stored at the site included hydraulic fluids, crankcase oils, solvents, and aviation parts. TCE was detected in groundwater during an Expanded Site Inspection (BNI 1996a). IRP-11 is currently under evaluation as part of the ongoing FS for OU-4.

IRP-12

IRP-12 is part of the study area designated as OU-1B. IRP-12, also known as Drum Storage Area No. 2, operated from the mid-1960s until 1975 and is located in Parcels 16, 17, 18 and 40 (Figure 6). The site contains three subareas where various solvents, crankcase oil, and hydraulic fluids leaked from storage drums and containers. Two VOC plumes have been identified in the first water-bearing zone, and two smaller VOC plumes have been identified in the second water-bearing zone. The plumes consist primarily of dissolved TCE with minor amounts of other chlorinated VOCs (BNI 2001a).

Fate and transport modeling and a baseline risk assessment were conducted (BNI 1997) to address risks associated with shallow VOC groundwater contamination as part of the Remedial Investigation (RI) for OU-1B. The FS for OU-1B evaluated the possible volatilization of VOCs from contaminated soils and groundwater associated with the VOC plume. The FS determined that the inhalation exposure pathway for human receptors did not present a significant risk (BNI 2002a). The concentration of TCE in soils was also determined not to present significant risk. The FS for OU-1B includes an evaluation of seven alternatives for the remediation of VOCs in groundwater beneath IRP-12.

IRP-13S

IRP-13S is part of the study area designated as OU-1A. IRP-13S is part of the area known as Drum Storage Area No. 3, and is located on portions of Parcels 1, 2, 16, 18, 19, 22, 24, and 40 (Figure 6). This IRP site includes two AOCs (MWA-18 and ST-72B), an inactive wash area formerly used for cleaning small generators, and an inactive vehicle maintenance facility that formerly consisted of a garage and a lubrication facility. During the RI, TCE and 1,2,3-trichloropropane (TCP) were found in both soil and groundwater at IRP-13S. The likely sources were identified as past disposal or spills onto the ground. The VOC groundwater plume has overlapped with an adjacent MTBE plume, most likely originating from UST Site 222 (BNI 2001a).

A time-critical removal action was initiated in late 2001 to extract and treat contaminated groundwater within the IRP-13S plume. An FS is currently being prepared to identify remedial alternatives for IRP-13S.

IRP-13W

IRP-13W (Figure 6) is part of the area known as Drum Storage Area No. 3. IRP-13W consists of two past disposal areas located in the northwest portion of Parcel 24 and contains portions of Parcel 40. IRP-13W is being evaluated under OU-4. Hydraulic fluid, diesel fuel, leaded gasoline, oil, paint strippers, battery acids, solvents and solvent-contaminated washwater were disposed onto IRP-13W soils. Petroleum hydrocarbons, elevated concentrations of metals, and PAHs were found in soil and groundwater. The risk posed by chemicals in the soil was estimated to be above the

generally allowable risk range. Approximately 3,700 tons of soil were removed in November 1997 (BNI 2001a). Groundwater contamination at the site is currently under evaluation as part of the ongoing FS for OU-4.

IRP-16

IRP-16, located on Parcel 24, was a former fuel tank farm (Figure 6) and is being evaluated as part of OU-4. The site was the subject of a confirmation study in 1987 and 1988 and a fuel tank farm site assessment in 1993. Based on the presence of benzene, toluene, ethylbenzene, xylenes, and total petroleum hydrocarbons in soil and groundwater, excavation and restoration activities were conducted in 1995 and 1996. Approximately 85,000 tons of contaminated soil were excavated and treated, and 5 million gallons of groundwater were recovered and treated. The site is currently under evaluation as part of the ongoing FS for OU-4.

3.2.1.2 AOCs in CO-5

Further action at two AOCs (MWA-18 and ST-72B) is being addressed as part of OU-1A for MCAS Tustin. MWA-18 and ST-72B are located in CO-5 on the northwest edge of Parcel 24 (Figure 4).

During the RI, TCE and 1,2,3-TCP were found in both soil and groundwater at IRP-13S, and the likely sources were identified as past disposal or spills onto the ground. Specifically, the final RI report identified AOC ST-72B as the probable source of 1,2,3-TCP groundwater contamination. Closure activities for this AOC included the performance of a time critical removal action to excavate petroleum-hydrocarbon-contaminated soils. Post excavation confirmation samples reported no 1,2,3-TCP concentrations (BNI 1997). These sample results and further RI findings suggest that residual 1,2,3-TCP in soil is essentially immobile, indicating that ST-72B is no longer considered a source of significant groundwater contamination, although it may have been a source of the 1,2,3-TCP at one time (BNI 2001a). The final RI report concluded that MWA-18 is a probable TCE source area for IRP-13S, as it is within the footprint of TCE groundwater and soil contamination (BNI 1997). Closure activities under CERCLA are continuing for ST-72B and MWA-18 as part of OU-1A.

Further evaluations are required at the Mingled Plume AOCs (DSS-1, DSS-2, MDA-02, MMS-5, and ST-67) and the Auto Hobby Shop AOC (MMS-4). Soils at the Mingled Plume AOCs and MMS-4 have been recommended for NFA, and the VOC-contaminated groundwater in the Mingled Plume and MMS-4 is being addressed as part of OU-4.

AOC sites MAE-4, ST-14 (A-C), ST-15, and TOW-X7 were assessed as part of IRP-13W. MAE-4 and ST-15 were demolished as part of the removal action for IRP-13W. Closure

activities for ST-14 (A-C) were conducted as part of the removal action for IRP-13W, and TOW-X7 was removed as part of the IRP-13W removal action (Table 4).

Two AOCs, MMS-7 and DSD-07 (in CO-5), are under further investigation, and will be evaluated under the RCRA program.

3.2.1.3 UST Sites in CO-5

UST Site 1

UST-1, located in Parcel 20, was removed in 1993. Site soils with total petroleum hydrocarbon (TPH) and benzene contamination were excavated during the removal, and the site was backfilled and restored. A site investigation took place in December 1995 and the resulting 1997 Site Assessment/Closure Report recommended NFA for the site (BNI 2001a). The RWQCB issued an NFA concurrence letter on January 8, 1998. However, subsequent groundwater monitoring at the site showed high detections of TPH. DON conducted further subsurface investigations and modeling at the site and presented the results in a November 2001 Technical Memorandum (IT 2001b). This study found that the remaining contamination is not migrating downward and that TPH and benzene concentrations at the site are reducing due to naturally occurring biological degradation. The Technical Memorandum concluded that the remaining contamination poses no significant threat to groundwater at the site and may be left in place (IT 2001b).

In a January 7, 2002 letter, the RWQCB stated that it did not concur with DON's Technical Memorandum conclusions for UST-1. RWQCB stated that the remaining TPH concentrations in soil and groundwater indicate that free product (liquid phase fuel) could potentially be present on the groundwater surface. DON is currently conducting further investigation of groundwater at the UST-1 site.

UST Site 222

Petroleum hydrocarbon and MTBE soil and groundwater contamination was encountered at UST Site 222 (including former USTs 222A, B, C, D, G, H, and I). Under the PCAP all of the USTs at the site were removed, and Building 222, a former gasoline station, was demolished in June 1999. Field activities took place from March 1998 to November 1999. The site was excavated, backfilled, and restored. Approximately 37,000 tons of contaminated soil was excavated and treated, and approximately 2 million gallons of contaminated groundwater within the excavated area were removed and transported offsite for treatment. MTBE concentrations in the excavation groundwater ranged from 6 to 600 milligrams per liter (mg/L).

Investigation of groundwater at UST Site 222 continued through 2001. MTBE was detected in shallow groundwater in the vicinity of UST 222. The available data suggests

mixing between the MTBE groundwater plume and the 1,2,3-TCP groundwater plume in the first water-bearing zone, and additional mixing in the second water-bearing zone downgradient from the source area. The highest reported concentrations of MTBE in groundwater samples were greater than 70 mg/L from the first water-bearing zone and greater than 24 mg/L from the second water-bearing zone (during the August 2000 monitoring event). Further results from groundwater investigation suggest that the MTBE and 1,2,3-TCP plumes may be mixed in the third water-bearing zone (BNI 2001a).

An MTBE groundwater extraction/treatment system has been designed and installed under the PCAP. The interim corrective action will focus on extracting and treating MTBE hot spots in groundwater. Pumping began at the site in August 2001 within the source area and downgradient wells were brought online in December 2001. Potential long-term corrective actions for the MTBE plume will be developed and evaluated.

UST Sites 105A, B, C, D, E, and F

UST Site 105 (including USTs 105A, B, C, D, E, and F) (Figure 5), is the location of a former gasoline station. This site exhibited elevated levels of benzene, toluene, ethylbenzene, and xylenes in groundwater. Operation of an *in situ* soil vapor extraction/air sparging remediation system began in May 1999 and continued through July 1999. Monthly groundwater samples were collected from May 1999 through 15 September 1999, and results indicated that there was no rebound increase in concentrations after the system was turned off. Quarterly monitoring continued through June 2000 and contaminant concentrations continued to decrease. Closure activities have been completed at the site, and a draft Closure Report was submitted to RWQCB on February 19, 2001 (OHM 2001a). NFA concurrence is pending.

UST Sites 18A and 18B

UST Sites 18A and 18B are former 1,000-gallon, steel, gasoline USTs that were removed prior to 1991. Assessment and remediation of these sites is ongoing.

Additional UST sites

UST Sites 16, 27A, 27B, 90, 135, and 268 require further action and have ongoing investigations or are conducting remediation.

3.2.2 CO-6

The approximate acreage of CO-6 is 32 acres. This CO area includes IRP-3, UST-29A, and AOC sites TOW-X3 and TOW-X4. The environmental concerns related to these sites are discussed below. Figure 9 is a detailed map of CO-6 that indicates areas of known contamination and buildings within the CO area.

3.2.2.1 IRP Sites in CO-6

IRP-3 is part of the study area designated as OU-1B. IRP-3, the Paint Stripper Disposal Area, is located in the southern portion of Parcel 16 (Figure 6) and includes two AOCs (TOW-X3 and TOW-X4). IRP-3 contains several buildings that have been used for chemical storage, painting, paint-stripping operations. Solvents, paint stripper, and battery acids were reported to have been poured directly onto the ground outside the painting and storage buildings (BNI 1997).

TCE was found in both soil and groundwater at IRP-3. Sources of TCE may have been inactive oil/water separators (TOW-X3 and TOW-X4) and past disposal or spills onto the ground. A groundwater VOC plume has been identified in the first water-bearing zone beneath IRP-3, and a smaller groundwater VOC plume has been identified in the second water-bearing zone. The plumes contain dissolved TCE with minor amounts of other chlorinated VOCs at concentrations that exceed MCLs. The FS for OU-1B was finalized in January 2002 and includes an evaluation of nine alternatives for the remediation of TCE in groundwater beneath IRP-3. The Proposed Plan is currently being prepared.

3.2.2.2 AOCs in CO-6

Further action at two AOCs (TOW-X3 and TOW-X4) is being addressed as part of OU-1B for MCAS Tustin. TOW-X3 and TOW-X4 are located in CO-6 in Parcel 16 (Figure 4).

Two oil/water separators AOCs (TOW-X3 and TOW-X4) were evaluated in conjunction with IRP-3. These inactive oil/water separators may have been sources of TCE at IRP-3. The oil/water separators and associated contaminated soils were removed in 1999, but residual TCE contamination in soil and groundwater remains at the sites. The TCE in soils was determined not to present significant risk at the site. The two AOC sites will undergo CERCLA closure in association with IRP-3 as part of OU-1B (BNI 2000).

3.2.2.3 UST Sites in CO-6

UST Site 29A requires further action and is under investigation.

3.2.3 CO-7

The approximate acreage of CO-7 is 4 acres. This CO area includes IRP-5N and AOCs ST-16A, ST-16B, and DSD-1. The environmental concerns related to these sites are discussed below. Figure 9 is a detailed map of CO-7 that indicates areas of known contamination and buildings within the CO area.

3.2.3.1 IRP Sites in CO-7

IRP-5N is a part of the study area designated as OU-4. IRP-5N consists of an unlined drainage ditch in the area known as Drainage Area No. 1, located in the eastern portion of Parcel 16 (Figure 6). From 1956 to 1983, the ditch may have received a variety of wastes disposed in floor drains from Buildings 28 and 29 as well as runoff from other potential contaminant source areas. Analytical results from sediment, soil, and surface water sampling indicated the presence of petroleum hydrocarbons, semivolatile organic compounds, and metals at levels above background in some of the sediment samples. The risks posed by these chemicals were estimated to be within the generally allowable risk range. IRP-5N is currently under evaluation as part of the ongoing FS for OU-4 along with IRP-5S(b).

3.2.3.2 AOCs in CO-7

AOCs ST-16A and ST-16B were former hazardous waste storage areas that stored wastes including paints, used fuel, filters, and rags. During the initial investigation of these AOCs, PAH contamination was found in the soils. These AOCs will be evaluated as part of OU-4 under the CERCLA program.

DSD-1 is being assessed as part of IRP-5N (OU-4) and is currently under investigation.

3.2.4 CO-8

The approximate acreage of CO-8 is 21 acres. Figure 9 is a detailed map of CO-8 that indicates areas of known contamination and buildings within the CO area.

Mooring Pad 4 and a portion of Mooring Pad 5 are included within CO-8 and were previously used to land and lance lighter-than-air blimps. In 1995, a thermal desorption unit was installed on Pad 4 for treatment of TPH contaminated soil brought in from other areas of MCAS Tustin. The soil was stored on a layer of visqueen (plastic) and roadbase material placed on top of the existing asphalt. Stockpiles of soil on the pad were covered with visqueen. In 1997, Pad 5 was utilized for an equipment storage area, storage and rehydration of treated soil, and temporary storage of TPH-contaminated soil. The mooring pads are being evaluated to address whether thermal desorption unit activities have resulted in soil or groundwater contamination beneath the pads.

3.2.5 CO-9

The approximate acreage of CO-9 is 2 acres. This CO area includes IRP-5S(a). The environmental concerns related to this site are discussed below. Figure 9 is a detailed map of CO-9 that indicates areas of known contamination and buildings within the CO area.

3.2.5.1 IRP Sites in CO-9

IRP-5S(a) is part of the study area designated as OU-4. It is an unlined drainage ditch in the area known as Drainage Area No. 1, located in the southern portion of Parcel 27 and portions of Parcel 40 (Figure 6). From 1956 to 1983, the ditch may have received a variety of wastes disposed in floor drains from Buildings 28 and 29 as well as runoff from other potential contaminant source areas. Analytical results from sediment, soil, and surface water sampling indicated the presence of petroleum hydrocarbons, semivolatile organic compounds, and metals at levels above background in some of the sediment samples. One VOC above the MCL was reported in one of nine collected groundwater samples. In a risk assessment performed as part of the RI for OU-4, the risks posed by these chemicals were estimated to be within the generally allowable risk range (BNI 2001a). IRP-5S(a) is currently under evaluation as part of the ongoing FS for OU-4 along with IRP-5N.

3.2.6 CO-10

The approximate acreage of CO-10 is 18 acres. This CO area includes IRP-1. The environmental concerns related to this site are discussed below. Figure 10 is a detailed map of CO-6 that indicates areas of known contamination and buildings within the CO area.

3.2.6.1 IRP Sites in CO-10

IRP-1 is part of the study area designated as OU-3, and is located on Parcels 28, 40 and 41. IRP-1 includes the Moffett Trenches and Crash Crew Burn Pits (Figure 6), which were shallow landfill trenches and pits constructed to burn flammable liquids for fire-fighter training exercises. A mixture of municipal solid and industrial wastes were disposed in the landfill trenches. Flammable liquids burned in the Crash Crew Burn Pits consisted primarily of jet propellant grade 5 (JP-5) but also reportedly included oils, fuels, solvents, lacquers, primers, and various chemicals (BNI 2001a). The principal contaminants at the site are petroleum hydrocarbons (JP-5), VOCs, semivolatile organic compounds, and, to a lesser extent, metals. Most of the site-related contamination is present in the groundwater of the first water-bearing zone. Based on a risk assessment, estimated human-health risks associated with residential use of groundwater from the first water-bearing zone exceed the U.S. EPA's generally acceptable range (BNI 1996a).

Maintenance of a containment wall, institutional controls, and long-term groundwater and landfill gas monitoring were identified as the preferred remedial alternatives for IRP-1 in the Final ROD for OU-3 issued in December 2001. An Operations and Maintenance Plan and a Land Use Control and Implementation Certification Plan are currently being prepared to support implementation of the final remedy.

3.2.7 CO-11

The approximate acreage of CO-11 is 2.5 acres. This CO area includes the area affected by AST-194A and AST-194B. The environmental concerns related to these sites are discussed below. Figure 8 is a detailed map of CO-11 that indicates areas of known contamination and buildings within the CO area.

3.2.7.1 AST Sites in CO-11

AST-194A and AST-194B were formerly situated adjacent to a concrete helicopter parking apron. The ASTs supplied fuel to the apron for rapid refueling activities, and spill runoff would flow to the edge of the concrete apron. AST-194A and AST-194B were removed and the immediate vicinity was excavated and cleaned in 1999. However, further investigation indicated that soils at the edge of the apron may have been impacted from past refueling activities. This area is currently under investigation.

4.0 NOTIFICATIONS AND RESTRICTIONS

The environmental documents listed in Attachment 1 (References) were evaluated to identify environmental factors that may have impacted property within the CO areas. Section 3.0 describes the environmental concerns associated with each of the CO areas. The evaluation identified existing environmental conditions that warrant constraints on certain activities to assure that the intended use of the FOSL parcels during the leases is consistent with protection of human health and the environment. Environmental factors that require notification(s) and/or restriction(s) are presented in this section. Table 8 provides a list of environmental factors considered for this FOSL. Table 9 provides a cross reference to the section in this document where the notifications and restrictions applicable to each CO area, parcel, and building/structure included in this FOSL can be found. Restrictions in this FOSL will be incorporated into leases of affected properties within the CO areas. Notification will be provided to the lessee by attaching a copy of this FOSL to each lease.

The prospective lessee(s) will be required to comply with the restrictions specific to their property and additional model environmental lease provisions substantially similar to those provided in Attachment 3. If a building, structure, or a portion of a CO area is released from a restriction, a Lease Restriction Revision Form (Attachment 4) will be required to allow access to and/or transfer of the area under the lease.

For the purposes of this FOSL, "Structures" not designated for human occupancy include non-enclosed facilities, such as, sports fields, picnic shelters, pump stations, etc.

4.1 Hazardous Substances and Petroleum Products

Notifications

Past activities within all of the CO areas included the use and storage of hazardous substances and petroleum products. Releases of hazardous substances have occurred during these activities. A notice of hazardous substances stored, released, or disposed at specific AOC and UST/AST sites within the CO areas is provided in Attachment 5 - Hazardous Substances Notification Table and Petroleum Products Notification Table.

IRP-13S (OU-1A), IRP-3 and IRP-12 (OU-1B), IRP-1 (OU-3), and IRP-5N, IRP-5S(a), IRP-11, IRP-13W, and IRP-16 (OU-4) have not received regulatory closure and are currently being evaluated. IRP-9A, IRP-9B, and IRP-13E (OU-2) have received NFA concurrence. Information concerning contaminants associated with the active IRP sites in the CO areas is provided in Section 3.2 of this FOSL.

Restrictions

- The lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface within the entire CO area without the prior approval of DON and the BCT. Attachment 3, Section 13.11 contains an example model lease provision.

This restriction is applicable to all CO areas.

4.2 Areas of Concern and Areas Under Evaluation

The following discussion provides notifications and restrictions required due to AOCs or areas under evaluation within the CO areas.

Notifications

Summary information for the 144 AOCs and Mooring Pads 4 and 5 that are located within CO areas 5, 6, 7, 8, 10, and 11 is presented in Table 4. CO-9 does not contain any AOCs or areas under evaluation. The AOC locations are shown on Figure 4. The majority of these AOCs (125) have received regulatory concurrence for NFA. Two AOCs, ST-16A and B (in CO-7), are under further investigation, and will be evaluated under CERCLA. The remaining seventeen AOCs require further evaluation and are being addressed in the IRP for MCAS Tustin. Soil and groundwater beneath Mooring Pads 4 and 5 are currently under evaluation by DON.

Restrictions

- The lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface within the entire CO area without the prior approval of DON and the BCT. Attachment 3, Section 13.11 contains an example model lease provision.

This restriction is applicable to CO areas 5, 6, 7, 8, 10, and 11.

4.3 Unexploded Ordnance

Notifications

CO-5 includes portions of a former skeet range in Parcel 24 and CO-10 includes portions of the safety arc for a former pistol/rifle range in Parcels 28, 40, and 41. Based on the historical uses of the ranges, potential ordnance or explosive hazards were limited to small caliber debris. In 1979 the pistol/rifle range was deactivated and disposed of by demolition. The area was cleared and grubbed during base housing construction in 1979 and 1982; approximately 2-3 feet of native topsoil was removed and replaced with clean fill material. The former pistol/rifle range was investigated as part of IRP-2 and

the RI recommended NFA for the site. All environmental investigations conducted at MCAS Tustin have suggested that ordnance and/or explosive hazards do not remain on the property (BNI 2001a).

Restrictions

- There are no restrictions due to unexploded ordnance.

4.4 Radiological Materials

Notifications

A historical radiological assessment (Roy F. Weston 2000) was conducted at MCAS Tustin. The purpose of the assessment was to identify buildings where potential past or present use of radiological materials may have occurred and recommend those buildings for a radiological survey. On the basis of the assessment, the Nuclear Biological and Chemical (NBC) unit of Building 29 (CO-5, Parcel 16) will be investigated further in a radiological survey. Building 29 was an airship hangar where operating aircraft that used radioactive equipment were housed during maintenance activities.

DON will perform a radiological survey to determine whether the NBC unit of Building 29 can be released for unrestricted use or whether institutional controls are necessary (Roy F. Weston 2001).

Restrictions

- The NBC unit of Building 29 will be prohibited from access pending the results of the radiological survey. Based on the survey results, DON will evaluate whether to release the building from this restriction. The survey results must also be approved by the regulatory agencies before the building is released for access under the lease.

4.5 Storage Tanks (USTs/ASTs)

Notifications

Past activities within the CO areas included the use of petroleum products. Summary information for the 83 UST/AST sites that are located within CO areas 5, 6, and 11 is presented in Table 5. The UST/AST site locations are shown on Figure 5. Seventy-three USTs and ten ASTs were formerly present within the CO areas. All USTs and ASTs have been removed and fifty-eight have received regulatory concurrence for NFA. Six are awaiting NFA approval (UST-105A, B, C, D, E, and F). The remaining nineteen (UST-1, UST-16, UST-18A and B, UST-27A and B, UST-29A, UST-90, UST-135, UST-

222A, B, C, D, G, H, and I, UST-268, and AST-194A and B) have ongoing investigations or are conducting remedial activities (Table 5).

Restrictions

- The lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface within the entire CO area without the prior approval of DON and the BCT. Attachment 3, Section 13.11 contains an example model lease provision.

This restriction is applicable to CO areas 5, 6, and 11.

4.6 Pesticides

Notifications

Agricultural areas are present on Parcels 17, 24, and 27. Portions of these parcels are contained in CO-5 and CO-8. The following discussion provides notifications that are required based on previous use of pesticides and herbicides at these parcels.

Approximately 674 acres of MCAS Tustin were previously designated for agricultural land or were maintained for weed control, of which about 392 acres were farmed (BNI 2001a). Farming was conducted within the base boundary prior to commissioning of the base in 1942 and continued through December 2000. The primary agricultural areas are located in the southwestern and northeastern portions of the base. The former lessee, Osumi Farms, submitted monthly pesticide use reports to Cal-EPA, Department of Pesticide Regulation, regarding pesticide use on parcels under cultivation. Information concerning commercial pesticides and insecticides used at MCAS Tustin and chemicals injected into irrigation water is provided in the final EBS Report (BNI 2001a).

In 1991 and 1992, a preliminary endangerment assessment (PEA) was conducted for Parcel 24 (PEA Parcel A), Parcels 38 and 39 (PEA Parcel C), and Parcel 33 (PEA Parcel D). These parcels were farmed before 1942 and were used for a combination of military and agricultural purposes after being acquired by DON in 1942. The PEA included soil and groundwater sampling and a health risk assessment for soil contaminant concentrations exceeding screening values. These contaminants included the pesticides dichlorodiphenyltrichloroethane (DDT), dichlorodiphenyldichloroethene (DDE), and dichlorodiphenyldichloroethane (DDD). The risk assessment assumed residential land use and exposure to adults and children by soil ingestion, soil contact, and inhalation of soil particles. Although soil contaminant levels exceeded some screening values, the risk assessment results indicated, on the basis of a residential-use scenario, that there was no significant environmental or human-health threat from the pesticides (GeoRemediation 1992). DTSC provided NFA concurrence on the findings in the PEA

for the areas containing Parcels 24, 33, 38, and 39. DTSC's 26 May 1992 NFA concurrence letter for Parcel A and 27 May 1992 NFA concurrence letters for Parcels C and D are provided in Attachment 2.

Additionally, groundwater sample results presented in the draft final RI Report for OU-1 and OU-2 (BNI 1997) did not indicate the presence of pesticides in groundwater beneath Parcel 24. While selenium was detected in groundwater during the RI at concentrations exceeding the PEA screening levels, an analysis of background metals in groundwater performed during the RI indicated that detected concentrations of selenium in groundwater were not the result of base operations, but were consistent with naturally occurring background concentrations.

Further investigation in 1996 supported the PEA findings. Soil samples were collected from the southwest corner (Parcel 6) and the northeast quadrant (Parcels 17, 25, 26, 27, 28, 29, 30, 31, 32, and 40) of MCAS Tustin to evaluate whether residual pesticides and metals were present in soil as a result of past agricultural activities (BNI 1996b). This study included some or all of Parcels 17 and 27. The pesticides DDD, DDE, DDT, alpha-chlordane, dieldrin, endosulfan II, gamma-chlordane, and methoxychlor were detected in soil samples. Pesticide concentrations were compared with those reported in soil collected from Parcels 38 and 39 (PEA Parcel C) (considered to be representative worst-case scenarios). The results of the comparison indicated that pesticide concentrations in Parcels 17 and 27 were at levels below or within the statistical range calculated for Parcels 38 and 39. Therefore, it was concluded that residual levels of pesticides in soil in Parcels 17 and 27 do not constitute a threat to human health or the environment.

Additionally, 11 metals were detected at concentrations above background values and some pesticides (DDD, DDE, and DDT) were detected that were not found during the Parcels 38 and 39 investigation. Therefore, a screening risk assessment using the highest measured concentrations and U.S. EPA residential soil preliminary remediation goals was conducted. The risk assessment used the conservative approximation that people would be present on the land 24 hours a day for 30 years. The screening risk assessment results for metals and pesticides indicated no significant risk to human health or the environment (BNI 1996b). The 1996 Pesticides Investigation Report was reviewed by the BCT whose comments were incorporated (see 15 July 1996 letter in Attachment 2).

At the time of transfer, DON will provide the transferee with documentation regarding past pesticide use on the property as well as a copy of the PEA Report and the Pesticide Investigation Report. Although pesticides were reportedly applied to some or all of Parcels 17, 24, and 27, the PEA sampling and risk assessment and the pesticide investigation conducted in 1996 indicated that the property was suitable for unrestricted, residential use.

Restrictions

- There are no restrictions due to prior pesticide usage.

4.7 Asbestos-Containing Material

ACM is considered to be a threat to human health if it is located within the interior of a building/structure, and it is friable, accessible and damaged (FAD). DoD policy with respect to ACM is contained in Attachment 6 and a graphic representation of this policy and the decision-making process is presented as Figure 11.

The following sections summarize specific notifications and restrictions regarding the presence of ACM in some of the buildings/structures located within the CO areas.

Notifications

Available information on the existence, extent, and condition of ACM at buildings/structures within the CO areas is provided in Table 2. This information was collected from four ACM surveys conducted at MCAS Tustin. The survey results were presented in reports dated December 1988, November 1990, December 1991, and January 2001 (IT Corporation 1988; Ecology and Environment, Inc. 1991; URS 2001; respectively). The January 2001 surveys were limited to FAD ACM. Copies of the ACM survey reports will be included in the lease documentation.

Restrictions

The prospective lessee(s) will be required to comply with the specific restrictions listed below and additional environmental lease provisions substantially similar to those provided in Attachment 3, Section 13.12. The buildings and structures within the CO areas have been separated into the following four categories based on the survey findings to assist in determining the restrictions associated with asbestos:

a) Buildings containing FAD ACM,

b) Buildings/Structures requiring an ACM survey,

c) Buildings/Structures with non-FAD ACM,

d) Buildings/Structures with no ACM, and

e) Structures with no ACM surveys conducted.

Within each category, the restrictions are further differentiated based on the proposed reuse of each building/structure.

(a) Buildings Containing FAD ACM

- Access or occupancy shall be prohibited except for short-term tours and emergency maintenance conducted with prior DON notification and approval.
- Buildings may be occupied only after necessary surveys and abatement are conducted according to all local, state, and federal requirements. Occupancy restrictions may not be removed from these buildings without prior approval of DON and the BCT.
- The lessee shall be responsible for the management of ACM, including surveys, removal and/or management of ACM prior to or during renovation or demolition in accordance with applicable regulatory requirements.

These restrictions are applicable to the following buildings planned for demolition or "to be determined" (TBD):

Buildings 1, 28, 35, and 93.

These restrictions are applicable to the following buildings planned for reuse:

Buildings 86, 161, and 173.

(b) Buildings/Structures Requiring an ACM Survey

Buildings/structures require a survey if they have never had an ACM survey or have had a survey prior to 1997 (within the last 3 years of operation) that detected non-FAD ACM.

- Access or occupancy shall be prohibited except for short-term tours and emergency maintenance conducted with prior DON notification and approval.
- Buildings may be occupied only after necessary surveys and abatement are conducted according to all local, state, and federal requirements. Occupancy restrictions may not be removed from these buildings without prior approval of DON and the BCT.
- The lessee shall be responsible for the management of ACM, including surveys, removal and/or management of ACM prior to or during renovation or demolition in accordance with applicable regulatory requirements.

This restriction is applicable to the following buildings and structures planned for demolition or TBD:

Buildings 10G, 17T, 20A, 21, 27, 29A, 35A, 40A, 40B, 41, 47, 47T, 53, 66, 71A, 71B, 71C, 71D, 71E, 71F, 71G, 71H, 71I, 71J, 89, 163, 174, 175, 178, 179, 183, 189, 207, 221, 228, 248, 258, 259, 260, 261, 262, 263, 264, 265, 266, 507, 509, 511, 512, 513, 514,

515, 564, 576, 577, 578, 579, 580, 587, 588, 589, 596, 3000T, 3005T, and Structures 11, 203, 204, 541, and 542.

This restriction is applicable to the following buildings planned for reuse:

Buildings 3, 87, 88, 159, 226, 247, 253, 505, 506, 523, 533, 539, and 547.

(c) Buildings/Structures With Non-FAD ACM

This category includes buildings/structures with recent ACM surveys (since 01 January 1997, within the last 3 years of base operations) that detected non-FAD ACM.

- The lessee shall be responsible for the management of ACM, removal and/or management of ACM prior to or during renovation or demolition in accordance with applicable regulatory requirements.

This restriction is applicable to the following buildings and structure planned for demolition or TBD:

Buildings C-3, 13, 16, 19, 20B, 29, 42, 49, 90, 171, 185, 186, 187, 201, and 306, and Structure 106.

This restriction is applicable to the following buildings planned for reuse:

Buildings 165, 167, and 199.

(d) Buildings/Structures With No ACM

- If ACM is discovered during renovation or demolition, the lessee shall be responsible for removal and/or management of ACM in accordance with applicable regulatory requirements.

This is applicable to the following buildings/structures planned for demolition or TBD:

Buildings 4, 17, 26, 28A, 30, 92, 103, 166, 216, and 303 and Structures 12 and 150.

This is applicable to the following buildings planned for reuse:

Buildings C-4, 2, 134, 168, and 300.

(e) Structures With No ACM Surveys Conducted

- The lessee shall be responsible for the management of ACM, including surveys, removal and/or management of ACM prior to or during renovation in accordance with applicable regulatory requirements.

This restriction applies to the following structures planned for demolition, TBD, or unknown (i.e., proposed disposition not specified in Reuse Plan):

Structures 143, 146, 149, 230, 233, 238, 240, 242, 608, and 609.

This restriction applies to the following structures planned for reuse:

Structures 77, 128, 131, 144, 145, 148, 160, 202, 208, 256, 257, 502, 503, 504, and 594.

4.8 Indoor Air Quality

Notifications

VOCs have been identified or may be present in soil or groundwater and may affect indoor air quality in existing buildings or newly constructed buildings located in the following areas:

- CO-5 resulting from IRP-11, IRP-12, IRP-13S, IRP-13W, IRP-16, mingled plume area, and UST 222 (MTBE Plume);
- CO-6 from IRP-3;
- CO-7 from IRP-5N;
- CO-8 from Mooring Pads 4 and 5;
- CO-9 from IRP-5S(a);
- CO-10 from IRP-1; and
- CO-11 from AST-194A and B.

No buildings are present in CO-7 (IRP-5N), CO-9 (IRP-5S[a]), CO-10 (IRP-1), and CO-11 (AST-194A and B).

Restrictions

The FS for OU-1B evaluated the possible volatilization of VOCs from contaminated groundwater associated with the IRP-3 and IRP-12 plumes. The FS determined that the inhalation exposure pathway for human receptors did not present a significant risk (BNI 2002a). Therefore, no restrictions due to indoor air quality are necessary for buildings impacted by IRP-3 (CO-6) or IRP-12 (portions of CO-5).

No data has been collected or risk evaluation conducted on indoor air within buildings potentially impacted by IRP-1, IRP-5N, IRP-5S(a), IRP-11, IRP-13S, IRP-13W, IRP-16, the mingled plume area (related to various AOCs), the MTBE plume (related to UST 222),

the area impacted by AST-194A and B, and Mooring Pads 4 and 5. Therefore, the following restrictions shall apply to existing buildings or newly constructed buildings situated above or within 100 feet of areas with VOC groundwater contamination plumes based on configurations at the time of construction and/or above areas with VOC soil contamination:

- Access or occupancy shall be prohibited with the exception of short-term tours and emergency maintenance conducted with prior DON notification and approval.
- To remove this restriction, the lessee may conduct air monitoring within the building following all federal, state, and local regulatory requirements, to determine the suitability of air quality relative to the proposed use of a particular building. Removal of this use restriction will be determined after review and approval of DON and the BCT of an indoor air report submitted by the lessee, or upon DON and BCT concurrence that restrictions for indoor air quality are no longer necessary.

These restrictions are applicable to CO-7, CO-8, CO-9, CO-10, CO-11, portions of CO-5, and to the following existing buildings:

Buildings 3, 4, 13, 16, 19, 20A, 21, 26, 28, 28A, 30, 35, 35A, 40A, 47, 49, 71A, 71B, 71C, 71D, 71E, 71F, 71H, 71J, 86, 87, 88, 92, 161, 163, 165, 166, 167, 168, 173, 178, 185, 189, 199, 207, 221, 228, 253, 258, 260, 263, 300, 303, 505, 506, 509, 511, 547, 577, and 3005T.

4.9 Lead-Based Paint

DON policy for residential buildings is contained in the joint U.S. EPA/DoD interim final Lead-Based Paint Guidelines for Disposal of Department of Defense Residential Real Property (DoD 1999). The following sections summarize specific notifications and restrictions regarding the presence of LBP in some of the buildings/structures located within the CO areas.

Notifications

Notifications of potential LBP at buildings and structures within the CO areas are based solely on the age of construction (i.e., constructed before the Consumer Product Safety Commission's 1978 ban on lead-based paint for residential use). Ninety-eight buildings and structures within the CO areas were built prior to 1978 and may contain LBP. Table 1 provides a list of all buildings and structures within the CO areas and their corresponding dates of construction.

Restrictions

The prospective lessee will be required to comply with the specific restrictions listed below and additional environmental lease provisions substantially similar to those provided in Attachment 3 (Section 13.12). The buildings and structures within the CO areas have been separated into two categories based on proposed disposition to assist in determining the restrictions associated with LBP: a) Buildings/structures built prior to 1978, and b) buildings/structures built after 1978.

(a) Buildings/Structures Built Prior to January 1, 1978

(i) Proposed for Reuse

- Buildings/structures may be used for residential use or child-occupied facilities only after the lessee conducts the necessary LBP surveys and abatement in accordance with all local, state, and federal requirements. Residential or child-occupied use of these buildings/structures will be subject to approval of DON and the BCT.

These restrictions are applicable to the following buildings and structures:

Buildings C-4, 2, 3, 86, 87, 88, 134, 159, 161, 165, 166, 167, 168, 173, 199, and 300 and Structures 77, 128, 131, 144, 145, 148, 160, 202, and 208.

(ii) Proposed for Demolition or TBD

- Buildings/structures may be used for residential use or child-occupied facilities only after the lessee conducts the necessary LBP surveys and abatement in accordance with all local, state, and federal requirements. Residential or child-occupied use of these buildings/structures will be subject to approval of DON and the BCT.
- The lessee shall be responsible for demolishing buildings/structures in accordance with applicable local, state, and federal regulatory requirements.
- The lessee shall be responsible for conducting post-demolition soil sampling and abatement of soil-lead hazards.

These restrictions are applicable to the following buildings and structures:

Buildings C-3, 1, 4, 10G, 13, 16, 17, 19, 20A, 20B, 21, 26, 27, 28, 28A, 29, 29A, 30, 35, 35A, 40A, 40B, 41, 42, 47, 49, 53, 66, 71A, 71B, 71C, 71D, 71E, 71F, 71G, 71H, 71I, 71J, 89, 90, 92, 93, 103, 163, 171, 174, 175, 178, 179, 183, 185, 186, 187, 189, 201, 207, 216, 221, 303, 306, and 3000T, and Structures 11, 12, 106, 143, 146, 149, 150, 230, 233, 238, 240, 242, 608, and 609.

(b) Buildings/Structures Built After January 1, 1978

There are no restrictions due to LBP for buildings/structures constructed after 1978. This is applicable to the following buildings/structures:

> Buildings 17T, 47T, 226, 228, 247, 248, 253, 258, 259, 260, 261, 262, 263, 264, 265, 266, 505, 506, 507, 509, 511, 512, 513, 514, 515, 523, 533, 539, 547, 564, 576, 577, 578, 579, 580, 587, 588, 589, 596, and 3005T and Structures 203, 204, 256, 257, 502, 503, 504, 541, 542, and 594.

4.10 Polychlorinated Biphenyls

Notifications

The presence of known PCBs is summarized below and identified in Table 3. Copies of PCB survey reports will be included in the lease documentation.

An inventory of PCB items and equipment at MCAS Tustin was conducted in 1992 (Kennedy/Jenks Consultants 1992). Seven items (five small capacitors and two cut-out switches) were identified as possibly containing PCB insulation fluid or solid insulation (Table 3). The cutout switches were dismantled and removed. Corrective action was not conducted or required for the five remaining items because observation and/or sampling were not possible without dismantling the motor and destroying the capacitor. However, the 5 small capacitors may contain PCB-impregnated solid insulation. If the lessee finds equipment containing 50 or more parts per million (ppm), the PCB small capacitors in those motors should be processed/disposed of as regulated items. PCB-containing equipment may also be subject to State hazardous waste laws regulating PCB waste.

Fluorescent light fixtures were not included in the PCB items and equipment survey. Because several buildings were built before 1979, it is assumed that some light ballasts in the buildings may contain PCBs. Fluorescent light ballasts manufactured before 1979 often contain PCB small capacitors that may be disposed as municipal solid waste. No action is required at the buildings unless large quantities of PCB-containing fluorescent light ballasts are removed. According to DON guidance on disposal of fluorescent light ballasts containing PCBs (DON 1989), large quantities of PCB small capacitors generated from fluorescent light ballasts, such as when the fixtures in a large office or an entire building are replaced, should be disposed as regulated PCB equipment.

Fluorescent light ballasts that contain PCBs have approximately 1.0 to 1.5 ounces of PCB fluid in each capacitor. There are approximately 3.1 to 4.7 pounds of PCB fluid for every 50 PCB small capacitors in fluorescent light ballasts. If the lessee plans to dispose fluorescent light ballasts containing 3 or more pounds of PCB fluid, they should be processed as regulated items.

In 1996 a PCB transformer survey was conducted at MCAS Tustin (PWC 1996). Per federal regulations (40 Code of Federal Regulations 761.3), transformers with PCB concentrations less than 50 ppm are classified as non-PCB transformers. However, equipment containing equal to or greater than 50 and less than 500 ppm PCBs is considered PCB-contaminated electrical equipment. PCB-containing equipment may also be subject to State hazardous waste laws regulating PCB waste.

All transformers containing PCBs at concentrations of 50 ppm or more have been replaced. Other transformers within the CO areas that had concentrations of PCBs less than 33 ppm are still present in the CO areas. As these transformers are considered non-PCB containing transformers, additional action concerning these transformers is not required before lease or transfer.

Restrictions

There are no restrictions due to PCBs.

4.11 Radon

DoD policy with respect to radon is provided in Attachment 6.

Notifications

Although not required by regulatory agencies, DON conducted a radon survey at the housing areas of MCAS Tustin in 1991. Radon screening results were based on a representative sampling of residential buildings in CO-5. The results of the radon survey indicated that none of the residential buildings contained levels of radon above 4 picocuries per liter (pCi/L). According to U.S. EPA guidance, radon at levels of 4 pCi/L or less are considered "low risk," and no mitigation is required (Bufton 1991).

Restrictions

There are no restrictions due to the presence of radon.

4.12 Groundwater Use/Subsurface Excavation

The following discussion summarizes required notifications and restrictions relating to groundwater use and subsurface excavation within the CO areas.

Notifications

As noted in Section 3, VOC-contaminated groundwater exists beneath all CO areas. Assessments and remediation activities are ongoing and contamination impacts to groundwater are currently being evaluated.

Restrictions

- To address potential risks associated with potential or identified soil and/or groundwater contamination, the lessee cannot excavate, dig, drill, or otherwise disturb soil or extract, use, or access groundwater beneath the CO areas without obtaining prior DON and BCT approval (see Attachment 3 - Sections 13.11 and 13.16 for applicable model lease provision).
- Until remedial activities are completed and regulatory concurrence for no further action is achieved, the lessee may not conduct any construction activity that involves excavation of soil without prior approval from DON and the BCT. The lessee must demonstrate to DON and the BCT that these activities will not interfere with or adversely affect DON response action(s) for the IRP sites, AOCs and/or UST/AST sites and that human health and the environment will be adequately protected. No subsurface activities will be conducted until prior approval is obtained from DON and the BCT.
- Removal of this use restriction based on groundwater and soil contamination will be determined upon DON and BCT concurrence that groundwater use and subsurface excavation restrictions are no longer necessary.

These restrictions apply to all seven CO areas.

4.13 Historic Property

Notifications

The blimp hangars (Buildings 28 and 29) and their associated helium tank buildings (28A and 29A) are located within the boundaries of CO areas 5 and 6. The hangers were constructed in 1943 and are considered landmarks in Orange County. The hangars were listed on the National Register of Historic Places in October 1974. The National Historic Preservation Act, as amended, directs federal agencies to assume responsibility for the preservation of historic properties owned or controlled by the agency.

In a letter dated 28 June 1996, the State Historic Preservation Officer (SHPO) concurred with the United States Marine Corp's determination that these hangars and helium tank buildings are eligible to be listed on the National Register of Historic Places. A Section 106 Consultation has taken place at MCAS Tustin, and it resulted in a Memorandum of Agreement (MOA) signed by the DON, the SHPO, the Local Redevelopment Authority (LRA), and the Advisory Council on Historic Preservation for the Disposal and Reuse of MCAS Tustin. A copy of the MOA will be attached to the lease documentation for these buildings.

Restrictions

- The MOA, issued on 16 December 1999 (DON 1999b), outlines measures to reduce, avoid, or mitigate adverse effects on Buildings 28, 28A, 29, and 29A. The MOA states that a substantive effort must be made to determine whether there is an economically viable adaptive use of the Hangar 28 Complex (Buildings 28 and 28A) and the Hangar 29 Complex (Buildings 29 and 29A) and provides guidelines for the marketing effort. The MOA also includes an Architectural Preservation Covenant to be included as a deed covenant in the event that a viable reuse is identified. If no viable reuse is identified, then the mitigations indicated in the MOA must be completed.

This restriction applies to the following buildings:

Buildings 28, 28A, 29, and 29A.

4.14 Prime/Unique Farmland

Notifications

Prime farmland is present on Parcels 16, 17, 24, and 27. Portions of these parcels are contained in CO-5, CO-6, and CO-8. According to the final MCAS Tustin EIS/EIR, no mitigation measures are required (DON 1999a).

Restrictions

There are no restrictions due to prime/unique farmland.

4.15 Wetlands

Notifications

CO-7 and CO-9 contain drainage facilities (IRP-5N and IRP-5S[a])that have been designated as jurisdictional waters (wetlands) of the United States under Section 404 of the Clean Water Act. The United States Army Corps of Engineers exerts jurisdiction over waters of the United States, which includes territorial seas, tidal waters, and nontidal waters. IRP-5N and IRP-5S(a) support cattail and other common marsh vegetation. The water source appears to be urban and agricultural runoff from both on-site and off-site sources.

Restrictions

- Development by the lessee in CO-7 and CO-9 that may impact these wetland areas will require Section 404 permit(s) (DON 1999a). All development in CO-7 and CO-9 will require consultation with the United States Army Corps of

Engineers to determine whether Section 404 permit(s) are required. Documentation of Section 404 permit(s) or non-applicability shall be presented to DON and the BCT for approval prior to development within these CO areas.

This restriction applies to CO-7 and CO-9.

4.16 Monitoring Wells

Notifications

CO-5, CO-6, CO-7, CO-8, and CO-9 contain monitoring wells and/or surface water gauging locations that are periodically monitored as listed in Table 6.

CO-10 contains monitoring wells, surface water gauging locations, landfill gas monitoring probes, and their associated equipment (e.g. french drain system, survey monuments, sumps, signs, fencing) that are periodically monitored as listed in Table 6.

Restrictions

- These monitoring wells, surface water gauging locations, and their associated equipment shall not be altered, disturbed, or removed without the prior review and approval of DON and the BCT.

This restriction is applicable to CO-5, CO-6, CO-7, CO-8, CO-9, and CO-10.

4.17 School Site Considerations

Notifications

Parcels 1, 2, 17, 19 and 20 have been proposed in the Reuse Plan for educational use. Should the subject parcel be considered for the proposed acquisition and/or construction of school properties utilizing state funding, a separate environmental review process in compliance with the California Education Code section 17210 et. seq. will need to be conducted by the lessee and approved by the DTSC (School Property Evaluation and Cleanup Division). The California Education Code requires that a comprehensive evaluation of natural and manmade hazardous materials be conducted for school properties. This comprehensive evaluation requires additional investigation of hazardous materials outside the scope of CERCLA hazardous substances. This additional evaluation includes: legally applied pesticides and herbicides, imported fill materials, naturally occurring hazardous substances such as heavy metals (e.g., chromium, mercury, nickel), metalloids (e.g., arsenic, selenium), gases (e.g., methane, hydrogen sulfide), and radioactive elements (e.g., radon gas) and naturally occurring petroleum deposits. The evaluation also includes asbestos-containing materials and lead-based paint at concentrations that fall outside the scope of CERCLA.

Any requirements associated with the evaluation of the proposed school site for compliance with the California Education Code are the sole responsibility of the lessee.

Restrictions

There are no restrictions due to future school sites.

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5.0 SUMMARY OF RESTRICTIONS

The prospective lessee will be required to comply with the specific restrictions listed in Section 4 of this FOSL and with additional environmental lease provisions substantially similar to those provided in Attachment 3. Table 9 provides a cross reference to the section in this document where the notifications and restrictions applicable to each CO area, parcel, or building/structure included in this FOSL can be found.

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6.0 REGULATORY COORDINATION

The U.S. EPA, DTSC, and the Santa Ana RWQCB were notified of the initiation of this FOSL and were issued copies for review.

Per FOSL policy in the DoD Base Reuse Implementation Manual, timely comments to this FOSL from regulatory agencies and other interested parties are provided in Attachment 7 with DON's corresponding responses. Attachment 7 also contains DTSC's 26 April 2002 letter stating their final position on this FOSL. Unresolved comments are provided in Attachment 8.

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7.0 RIGHT OF ACCESS

The leases will contain appropriate provisions reserving access to the properties for DON and regulatory agency personnel to conduct investigations, surveys, sampling, monitoring, and remedial activities.

Access to monitoring wells, surface gauging locations, and landfill gas monitoring probes listed in Table 6 used for sampling and water-level measurements, will also be required after the leases expire and the properties have been conveyed (Figure 7).

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8.0 CONCLUSIONS/FINDING OF SUITABILITY TO LEASE

Based on the foregoing information and analysis, I find that the properties identified in this FOSL (CO-5, CO-6, CO-7, CO-8, CO-9, CO-10, and CO-11) are suitable for lease for the purposes intended, subject to the conditions, notifications, and restrictions set forth in this document. The properties can be used pursuant to the terms of the proposed leases, with the specified use restrictions in the leases, with acceptable risk to human health and the environment and without interference with the environmental restoration process.

Date: 4/26/02 Signature: _____

G.A. ENGLE
Captain, CEC, U.S. Navy
Commander

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Table 1
Buildings and Structures

Carve Out Area	Parcel	Building (B)/ Structure (S)[a]	Prior Use [b, c]	Year Built [b]	Total Area (sq. ft.) [b]	Proposed Disposition [d]	Ultimate Parcel Use [e]
5	1	B 2	Enlisted Men's Recreational Hall/Post Office/ Library/ Thrift Store/(Bldg. 44 Credit Union)	1943	12,660	Reuse	Educational/ Recreational
5	1	B 3	Theater	1943	5,700	Reuse	Educational/ Recreational
5	1	B 4	Station Headquarters	1943	13,253	Demolition	Educational/ Recreational
5	1	B 26	Barracks/Chapel	1945	3,803	To be determined	Educational/ Recreational
5	1	B 86	Bachelor Enlisted Quarters	1953	14,388	Reuse	Educational/ Recreational
5	1	B 87	Physical Fitness Center	1953	14,388	Reuse	Educational/ Recreational
5	1	B 88	Religions Education/Station Storage	1953	14,388	Reuse	Educational/ Recreational
5	1	B 134	Bachelor Enlisted Quarters/Administrative	1961	30,636	Reuse	Educational/ Recreational
5	1	B 159	Bowling Center	1963	5,640	Reuse	Educational/ Recreational
5	1	S 160	Basketball/Volleyball Court	1963	13,572	Reuse	Educational/ Recreational
5	1	B 165	MCX Storage	1965	7,520	Reuse	Educational/ Recreational
5	1	B 166	Retail Store	1966	9,600	Reuse	Educational/ Recreational
5	1	B 167	Exchange Cafeteria	1966	1,800	Reuse	Educational/ Recreational
5	1	B 168	Retail/Services Outlets	1966	3,200	Reuse	Educational/ Recreational
5	1	S 238	Transformer Pad (North end of Bldg. 539)	1967	144	To be determined	Educational/ Recreational
5	1	B 300	Group Headquarters (Administration/Offices)	1943	21,170	Reuse	Educational/ Recreational
5	1	B 306	Hazardous/Flammable Material Storage	1949	100	Demolition	Educational/ Recreational
5	1	B 505	Switching Center Telephone	1985	240	Reuse	Educational/ Recreational
5	1	B 506	Generator Bldg. (was Bldg. 272)/Generator (for Bldgs. 4 and 505)	1985	380	Reuse	Educational/ Recreational
5	1	B 539	Bachelor Enlisted Quarter (Replaced Bldg. 135)	1990	53,240	Reuse	Educational/ Recreational
5	1	S 594	Picnic Shelter	1991	312	Reuse	Educational/ Recreational
5	2	S 11	Sewage Pumping Station	1942	375	Demolition	Educational/ Recreational
5	2	S 12	Electrical Substation	1942	5,625	Demolition	Educational/ Recreational
5	2	B 13	Comb Fire/Rescue Station	1943	3,325	Demolition	Educational/ Recreational
5	2	B 49	Firehouse Annex	1942	1,800	Demolition	Educational/ Recreational

Table 1 (continued)
Buildings and Structures

Carve Out Area	Parcel	Building (B)/ Structure (S)[a]	Prior Use [b, c]	Year Built [b]	Total Area (sq. ft.) [b]	Proposed Disposition [d]	Ultimate Parcel Use [e]
5	2	B 185	Hobby Shop Automotive	1969	5,808	To be determined	Educational/ Recreational
5	2	S 230	Aircraft Washrack at Apron #1 (MWA-4)	1968	14,778	Demolition	Educational/ Recreational
5	2	S 240	Transformer Pad (Northwest of Bldg. 509; Bldg. 230 washpad)	1968	36	To be determined	Educational/ Recreational
5	2	B 509	Aircraft Washrack Bldg.	1985	684	Demolition	Educational/ Recreational
5	16	B 10G	Agricultural Well Pump House (IRWD)	1943	216	Unknown	Commercial/ Business
5	16	S 609	Receiver	1971	140	Demolition	Commercial/ Business
5	17	S 608	Transmitter	1971	130	Demolition	Educational/ Recreational
5	18	B 19	Paint and Lube Oil Storage	1942	2,208	Demolition	Educational/ Recreational
5	18	B 20A	Storehouse/ Administration/ Storage/ Warehouse	1943	13,536	To be determined	Educational/ Recreational
5	18	B 20B	Storehouse	1943	13,121	To be determined	Educational/ Recreational
5	18	B 21	Storage	1942	543	Demolition	Educational/ Recreational
5	18	B 28	Air Ship Hangar #1	1942	308,228	To be determined	Educational/ Recreational
5	18	B 28A	Heating Plant #1/ Hazmat Storage	1942	941	To be determined	Educational/ Recreational
5	18	B 30	Helium Repurification Plant	1942	4,666	Demolition	Educational/ Recreational
5	18	B 35	Staff NCO Club/Laundry	1943	6,802	To be determined	Educational/ Recreational
5	18	B 35A	Staff NCO Club Storage/Laundry Boiler	1943	1,311	Demolition	Educational/ Recreational
5	18	B 40A	Hazardous Material Storage	1942	233	Demolition	Educational/ Recreational
5	18	B 71A	General Navy Warehouse	1945	1,650	Demolition	Educational/ Recreational
5	18	B 71B	Warehouse	1945	1,650	Demolition	Educational/ Recreational
5	18	B 71C	Warehouse	1945	1,650	Demolition	Educational/ Recreational
5	18	B 71D	Warehouse	1945	1,650	Demolition	Educational/ Recreational
5	18	B 71E	Warehouse	1945	1,650	Demolition	Educational/ Recreational
5	18	B 71F	Warehouse	1945	1,650	Demolition	Educational/ Recreational
5	18	B 71G	General Navy Warehouse/ Maintenance Hangar 01 Space (Warehouse)	1945	1,650	Demolition	Educational/ Recreational
5	18	B 71H	General Navy Warehouse/ Warehouse (Fire Department)	1945	1,650	Demolition	Educational/ Recreational
5	18	B 71I	Warehouse	1945	1,650	Demolition	Educational/ Recreational

Table 1 (continued)
Buildings and Structures

Carve Out Area	Parcel	Building (B)/ Structure (S)[a]	Prior Use [b, c]	Year Built [b]	Total Area (sq. ft.) [b]	Proposed Disposition [d]	Ultimate Parcel Use [e]
5	18	B 71J	General Navy Warehouse/ Maintenance Hangar 01 Space (Warehouse)	1945	1,650	Demolition	Educational/ Recreational
5	18	B 90	Warehouse (Compound)	1953	10,600	To be determined	Educational/ Recreational
5	18	B 92	Boeing Subcontractor Office	1942	420	Demolition	Educational/ Recreational
5	18	B 103	Crash Crew - Training Classroom	1958	1,856	Demolition	Educational/ Recreational
5	18	S 106	Self Service Car Wash	1954	924	Demolition	Educational/ Recreational
5	18	B 161	Previously Applied Instruction Bldg.	1964	13,980	Reuse	Educational/ Recreational
5	18	B 171	Aircraft Operations Facility	1965	8,048	Demolition	Educational/ Recreational
5	18	B 173	Applied Instruction/ Housing Maintenance Contractor/Storage	1966	26,000	Reuse	Educational/ Recreational
5	18	B 178	Line Maintenance Shack	1967	1,400	Demolition	Educational/ Recreational
5	18	B 179	Line Maintenance Shack	1967	1,050	Demolition	Educational/ Recreational
5	18	B 183	Comb Fire/Rescue Station	1968	6,827	To be determined	Educational/ Recreational
5	18	B 201	Storage	1971	960	Demolition	Educational/ Recreational
5	18	S 203	Sewage Pump Station - Hangar 28	1982	0	Demolition	Educational/ Recreational
5	18	B 207	Line Maintenance Shelter	1971	1,920	Demolition	Educational/ Recreational
5	18	B 226	Flight Simulator	1980	9,620	Reuse	Educational/ Recreational
5	18	S 242	Transformer Pad (southwest of Bldg. 183; Crash Crew)	1968	117	To be determined	Educational/ Recreational
5	18	B 248	Hazardous Waste Transfer Facility	1983	1,118	Demolition	Educational/ Recreational
5	18	B 253	Applied Instruction	1983	3,972	Reuse	Educational/ Recreational
5	18	S 257	Recreation Picnic Shelter	1983	748	Reuse	Educational/ Recreational
5	18	B 259	Crash Crew Storage	1984	1,025	Demolition	Educational/ Recreational
5	18	B 260	Line Maintenance Shelter	1984	1,000	Demolition	Educational/ Recreational
5	18	B 261	Light Ship Group Field Office	1984	1,000	Demolition	Educational/ Recreational
5	18	B 262	Hazardous/Flammable Material Lockers	1984	300	Demolition	Educational/ Recreational
5	18	B 263	Hazardous/Flammable Material Lockers	1984	300	Demolition	Educational/ Recreational
5	18	B 264	Hazardous/Flammable Material Lockers	1984	300	Demolition	Educational/ Recreational
5	18	S 502	Baseball Field	1985	122,500	Reuse	Educational/ Recreational

Table 1 (continued)
Buildings and Structures

Carve Out Area	Parcel	Building (B)/ Structure (S)[a]	Prior Use [b, c]	Year Built [b]	Total Area (sq. ft.) [b]	Proposed Disposition [d]	Ultimate Parcel Use [e]
5	18	S 503	Soccer/Parade Field	1985	70,000	Reuse	Educational/ Recreational
5	18	S 504	Baseball Field	1985	122,500	Reuse	Educational/ Recreational
5	18	B 511	Storage Shed	1986	1,800	Demolition	Educational/ Recreational
5	18	B 512	Storage Shed	1986	1,800	Demolition	Educational/ Recreational
5	18	B 513	Storage Shed	1986	1,800	Demolition	Educational/ Recreational
5	18	B 523	Applied Instruction Bldg.	1987	23,330	Reuse	Educational/ Recreational
5	18	B 533	Armory/Small Arms Storage/ Maintenance	1988	5,363	Reuse	Educational/ Recreational
5	18	B 564	Tactical Van Pad/ Hazardous/Flammable Material Storage	1984	1,224	Demolition	Educational/ Recreational
5	18	B 576	Hazardous Waste Storage	1991	100	Demolition	Educational/ Recreational
5	18, 40	B 577	Hazardous Waste Storage	1991	200	Demolition	Educational/ Recreational / Circulation Facilities
5	18	B 578	Hazardous Waste Storage	1991	200	Demolition	Educational/ Recreational
5	18	B 579	Hazardous Waste Storage	1991	150	Demolition	Educational/ Recreational
5	18	B 580	Hazardous Waste Storage	1991	150	Demolition	Educational/ Recreational
5	19	B 189	Flower Shop	1969	1,080	To be determined	Educational/ Recreational
5	19	B 199	Child Care Center	1970	5,853	Reuse	Educational/ Recreational
5	19	B 547	Child Care Center	1990	13,120	Reuse	Educational/ Recreational
5	20	B 1	Branch Medical Clinic/Dental Clinic	1944	11,210	Demolition	Educational/ Recreational
5	20	B 42	Police Station/Kennel	1944	11,238	Demolition	Educational/ Recreational
5	22	B C-3	Boys and Girls Club	1943	6,552	Demolition	Educational/ Recreational
5	22	B C-4	Officer's Club	1943	7,548	Reuse	Educational/ Recreational
5	22	B 93	Bachelor Officers' Quarters	1953	15,172	Demolition	Educational/ Recreational
5	22	S 128	Softball Field #1	1944	67,500	Reuse	Educational/ Recreational
5	22	S 131	Football Field	1959	153,999	Reuse	Educational/ Recreational
5	22	S 143	Barbeque Pit, Picnic Area	1960	144	Demolition	Educational/ Recreational
5	22	S 144	Volleyball Court	1960	1,800	Reuse	Educational/ Recreational
5	22	S 145	Basketball Court	1961	6,120	Reuse	Educational/ Recreational

Table 1 (continued)
Buildings and Structures

Carve Out Area	Parcel	Building (B)/ Structure (S)[a]	Prior Use [b, c]	Year Built [b]	Total Area (sq. ft.) [b]	Proposed Disposition [d]	Ultimate Parcel Use [e]
5	22	S 146	Barbeque Hut, Picnic Area	1961	2,844	Demolition	Educational/ Recreational
5	22	S 148	Soccer Field	1961	93,600	Reuse	Educational/ Recreational
5	22	S 150	Racquetball Court	1963	864	Demolition	Educational/ Recreational
5	22	B 163	Public Toilet at Football Field	1965	245	Demolition	Educational/ Recreational
5	22	S 202	Tennis Courts	1971	18,522	Reuse	Educational/ Recreational
5	22	S 208	Softball Field #2	1974	67,500	Reuse	Educational/ Recreational
5	22	B 216	Indoor Handball Courts	1974	1,722	Demolition	Educational/ Recreational
5	22	B 221	Physical Fitness Center/ Boys and Girls Club of MCAS Tustin	1977	4,200	To be determined	Educational/ Recreational
5	22	S 256	Flagpole	1983	1	Reuse	Educational/ Recreational
5	22	B 258	Navy Relief Paper Collection	1983	117	Demolition	Educational/ Recreational
5	24, 40	B 16	Maintenance Garage (1942-1993)/ Administration	1942	7,900	Demolition	Residential / Circulation Facilities
5	24	B 17	Maintenance and Utility Shop	1942	6,077	Demolition	Residential
5	24	B 17T	Unknown	1990		Unknown	Residential
5	24	B 41	Storage	1942	2,712	Demolition	Residential
5	24	B 47	Squadron Headquarters	1942	5,381	Demolition	Residential
5	24	B 47T	Storage	1990	2,250	Demolition	Residential
5	24	B 53	Lock Shop/Storage	1942	1,970	Demolition	Residential
5	24	B 66	Public Works Shop	1944	3,663	Demolition	Residential
5	24	B 89	Warehouse/MARCORPS Property	1953	7,575	Demolition	Residential
5	24	B 228	Issue Warehouse	1979	48,960	Demolition	Residential
5	24	B 247	POL Testing Lab/ Administration	1982	600	Reuse	Residential
5	24	B 3005T	Storage of Shipping Crates	1990	600	Demolition	Residential
5	18, 40	B 27	Stand-by Generator Building	1942	3,242	Demolition	Educational/ Recreational / Circulation Facilities
5	1, 40	S 77	Flagpole	1942	4	Reuse	Residential / Circulation Facilities
6	16	B 29	Air Ship Hangar #2	1943	298,188	To be determined	Commercial/ Business
6	16	B 29A	Hazardous Material Storage	1943	941	To be determined	Commercial/ Business
6	16	B 40B	Hazardous Material Storage	1942	233	Demolition	Commercial/ Business
6	16	S 149	Vehicle Grease Rack	1963	517	Demolition	Commercial/ Business
6	16	B 174	Hazardous Material Storage/Welding Shop	1967	1,240	Demolition	Commercial/ Business

Table 1 (continued)
Buildings and Structures

Carve Out Area	Parcel	Building (B)/ Structure (S)[a]	Prior Use [b, c]	Year Built [b]	Total Area (sq. ft.) [b]	Proposed Disposition [d]	Ultimate Parcel Use [e]
6	16	B 175	Hazardous Material Storage/Parts Storage	1967	384	Demolition	Commercial/ Business
6	16	B 186	FMF Auto Org Shop	1970	10,765	Demolition	Commercial/ Business
6	16	B 187	Paint and Blasting Shop/Motor Transport Class	1970	1,200	Demolition	Commercial/ Business
6	16	S 204	Sewage Pump Station - Hangar 29	1982	0	Demolition	Commercial/ Business
6	16	S 233	Vehicle Wash Platform	1968	960	Demolition	Commercial/ Business
6	16	B 265	Hazardous/Flammable Material Storage	1984	300	Demolition	Commercial/ Business
6	16	B 266	Hazardous/Flammable Material Lockers	1984	300	Demolition	Commercial/ Business
6	16	B 507	Vehicle Washrack Building/Office and Car Wash Equipment Storage	1985	228	Demolition	Circulation Facilities
6	16	B 514	Storage Shed	1986	1,800	Demolition	Commercial/ Business / Circulation Facilities
6	16	B 515	Storage Shed	1986	1,800	Demolition	Commercial/ Business
6	16	B 587	Hazardous Waste Storage	1991	150	Demolition	Commercial/ Business
6	16	B 588	Hazardous Waste Storage	1991	80	Demolition	Commercial/ Business
6	16	B 589	Hazardous Waste Storage	1991	150	Demolition	Commercial/ Business
6	16	B 596	Hazardous/Flammable Material Locker	1992	200	Demolition	Commercial/ Business
6	16	B 3000T	Fleet Replacement Enlisted Skills Training	Unknown	10,800	Demolition	Commercial/ Business
8	27, 40	B 303	General Storage Shed	1949	1,610	Demolition	Residential/ Circulation Facilities
10	40	S 541	Pump Station #1	1989	200	Demolition	Circulation Facilities
10	40	S 542	Pump Station #2	1989	200	Demolition	Circulation Facilities

Notes

[a] No buildings/structures are located within CO area boundaries of Parcel 28 (Residential) or Parcel 41 (Educational/Recreational and Circulation Facilities).
[b] Prior Use, Year Built, Total Area - Basewide Environmental Baseline Survey, Appendix C (BNI 2001a)
[c] Buildings are currently vacant unless otherwise noted
[d] Proposed Disposition - Basewide Environmental Baseline Survey, Appendix B (BNI 2001a)
[e] Ultimate Parcel Use - Reuse Plan, Figure 2

Table 1 (continued)
Buildings and Structures

Acronyms/Abbreviations

Bldg.	=	building
IRWD	=	Irvine Ranch Water District
MAG	=	Marine Aircraft Group
MCAS	=	Marine Corps Air Station
MCX	=	Marine Corps Exchange
NCO	=	non-commissioned officers
POL	=	petroleum, oil, and lubricant
sq. ft.	=	square feet

Table 2
Summary of ACM Survey Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition [1]	Year Built	ACM Survey Performed? [1]	Survey Report Date [1]	ACM Found? [1]	Location [1]	Type Condition [1]
5	1	B 2	Reuse	1943	Yes	1988, 2001	Yes, No	Friable asbestos containing pipe insulation (1988) was removed before 2001 inspection	No ACM (2001)
5	1	B 3	Reuse	1943	Yes	1988	Yes	Floor tile	Non-friable ACM (1988)
5	1	B 4	Demolition	1943	Yes	1988, 2001	Yes, No	Pipe insulation, duct wrap (1988)	No ACM (2001)
5	1	B 26	TBD	1945	Yes	1997	No	NA	No ACM (1997)
5	1	B 86	Reuse	1953	Yes	1991, 2001	Yes	Floor tile, boiler insulation, roofing, and carpet (1991); surfacing material over concrete (2001)	Friable/good ACM (boiler insulation) (1991); FAD ACM (surfacing material) 2001
5	1	B 87	Reuse	1953	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	1	B 88	Reuse	1953	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	1	B 134	Reuse	1961	Yes	1991, 2001	Yes, No	Floor tile, pipe insulation, gasket material and roofing (1991)	Friable/good ACM (gasket material) (1991); No ACM (2001)
5	1	B 159	Reuse	1963	Yes	1988	Yes	Floor tile	Non-friable ACM (1988)
5	1	S 160	Reuse	1963	No	NA	NA	NA	NA
5	1	B 165	Reuse	1965	Yes	1997	Yes	Floor tile mastic, carpet mastic, piping cloth tape, roof penetration mastic	Non-friable/good ACM (1997)
5	1	B 166	Reuse	1966	Yes	1991, 2001	Yes, No	Floor tile, pipe insulation, roofing (1991)	Non-friable ACM (1991); No ACM (2001)
5	1	B 167	Reuse	1966	Yes	1997	Yes	Roof penetration mastic	Non-friable ACM (1997)
5	1	B 168	Reuse	1966	Yes	1991, 2001	Yes, No	Floor tile, roofing, pipe insulation, and linoleum (1991)	Non-friable ACM (1991); No ACM (2001)
5	1	S 238	TBD	1967	No	NA	NA	NA	NA
5	1	B 300	Reuse	1943	Yes	1991	No	NA	No ACM (1991)
5	1	B 306	Demolition	1949	Yes	1997	Yes	Roofing composite	Non-friable/good ACM (1997)
5	1	B 505	Reuse	1985	No	NA	NA	NA	NA
5	1	B 506	Reuse	1985	No	NA	NA	NA	NA
5	1	B 539	Reuse	1990	No	NA	NA	NA	NA
5	1	S 594	Reuse	1991	No	NA	NA	NA	NA

Table 2 (continued)
Summary of ACM Survey Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition [1]	Year Built	ACM Survey Performed? [1]	Survey Report Date [1]	ACM Found? [1]	Location [1]	Type Condition [1]
5	2	S 11	Demolition	1942	No	NA	NA	NA	NA
5	2	S 12	Demolition	1942	Yes	1997	No	NA	No ACM (1997)
5	2	B 13	Demolition	1943	Yes	1997	Yes	Floor tile mastic, roof penetration mastic, carpet mastic, exterior stucco	Friable (exterior stucco)/good ACM (1997)
5	2	B 49	Demolition	1942	Yes	1997	Yes	Floor tile and mastic	Non-friable/good ACM (1997)
5	2	B 185	To be determined	1969	Yes	1997	Yes	Joint compound, roof penetration mastic	Friable (joint compound)/good ACM (1997)
5	2	S 230	Demolition	1968	No	NA	NA	NA	NA
5	2	S 240	To be determined	1968	No	NA	NA	NA	NA
5	2	B 509	Demolition	1985	No	NA	NA	NA	NA
5	16	B 10G	Unknown[2]	1943	No	NA	NA	NA	NA
5	16	S 609	Demolition	1971	No	NA	NA	NA	NA
5	17	S 608	Demolition	1971	No	NA	NA	NA	NA
5	18	B 19	Demolition	1942	Yes	1997	Yes	Roof penetration mastic, sheet roofing	Non-friable/good ACM (1997)
5	18	B 20A	To be determined	1943	Yes	1991	Yes	Floor tile, carpet (mastic or backing), roofing material	Non-friable ACM (1991)
5	18	B 20B	To be determined	1943	Yes	1997	Yes	Floor tile mastic, roof penetration mastic, joint compound	Friable (joint compound)/good ACM (1997)
5	18	B 21	Demolition	1942	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 28	To be determined	1942	Yes	1988, 1997 (twice), 2001	Yes	Pipe insulation , floor tile, transite (1988). Roofing/mastic, pipe wrap, vinyl sheet flooring, transite panels (!997). Pipe insulation/debris, floor tiles (2001)	FAD ACM (pipe insulation/debris, floor tiles) (2001)
5	18	B 28A	To be determined	1942	Yes	1988	No	NA	No ACM (1988)
5	18	B 30	Demolition	1942	Yes	1988	No	NA	No ACM (1988)
5	18	B 35	To be determined	1943	Yes	1988, 2001	Yes	Floor tile, spray-on acoustic ceiling (1988, 2001)	FAD ACM (spray-on acoustic ceiling, floor tile) (2001)
5	18	B 35A	Demolition	1943	Yes	1991	Yes	Roofing	Non-friable ACM (1991)

Table 2 (continued)
Summary of ACM Survey Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition [1]	Year Built	ACM Survey Performed? [1]	Survey Report Date [1]	ACM Found? [1]	Location [1]	Type Condition [1]
5	18	B 40A	Demolition	1942	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 71A	Demolition	1945	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 71B	Demolition	1945	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 71C	Demolition	1945	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 71D	Demolition	1945	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 71E	Demolition	1945	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 71F	Demolition	1945	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 71G	Demolition	1945	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 71H	Demolition	1945	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 71I	Demolition	1945	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 71J	Demolition	1945	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 90	To be determined	1953	Yes	1997	Yes	Floor tile, joint compound	Friable (joint compound)/ good ACM (1997)
5	18	B 92	Demolition	1942	Yes	1988, 1997	No	NA	No ACM (1997)
5	18	B 103	Demolition	1958	Yes	1988	No	NA	No ACM (1988)
5	18	S 106	Demolition	1954	Yes	1997	Yes	Storage roof penetration mastic	Non-friable/ good ACM (1997)
5	18	B 161	Reuse	1964	Yes	1990, 1991, 2001	Yes	Pipe elbows (1990); carpet, pipe insulation, and roofing (1991); drywall/joint compound, window putty, and hard thermal insulation (2001)	Friable (pipe insulation)/ damaged (1991); FAD ACM (drywall/joint compound, window putty, hard thermal insulation) (2001)
5	18	B 171	Demolition	1965	Yes	1997	Yes	Joint compound, pipe wrap, elbow insulation, floor tile and mastic, carpet mastic	Friable (joint compound, elbow wrap and insulation)/ good ACM (1997)
5	18	B 173	Reuse	1966	Yes	1991, 2001	Yes	Gasket, pipe insulation, chiller insulation, and duct wrap (1991), hard thermal insulation and cloth wrap over black foam thermal insulation (2001)	Friable (pipe insulation/ significantly damaged; chiller insulation/ damaged (1991), FAD ACM (hard thermal insulation and cloth wrap over black foam thermal insulation) (2001)
5	18	B 178	Demolition	1967	Yes	1991	Yes	Roofing	Non-friable ACM (1991)

Table 2 (continued)
Summary of ACM Survey Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition [1]	Year Built	ACM Survey Performed? [1]	Survey Report Date [1]	ACM Found? [1]	Location [1]	Type Condition [1]
5	18	B 179	Demolition	1967	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 183	To be determined	1968	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	18	B 201	Demolition	1971	Yes	1991, 1997	Yes	Floor tile (1991, 1997), roofing (1991)	Non-friable/good ACM (1997)
5	18	S 203	Demolition	1982	No	NA	NA	NA	NA
5	18	B 207	Demolition	1971	Yes	1991	Yes	Floor tile, roofing	Non-friable ACM (1991)
5	18	B 226	Reuse	1980	Yes	1991	Yes	Floor tile	Non-friable ACM (1991)
5	18	S 242	To be determined	1968	No	NA	NA	NA	NA
5	18	B 248	Demolition	1983	Yes	1991	Yes	Fire door	Non-friable ACM (1991)
5	18	B 253	Reuse	1983	No	NA	NA	NA	NA
5	18	S 257	Reuse	1983	No	NA	NA	NA	NA
5	18	B 259	Demolition	1984	No	NA	NA	NA	NA
5	18	B 260	Demolition	1984	No	NA	NA	NA	NA
5	18	B 261	Demolition	1984	No	NA	NA	NA	NA
5	18	B 262	Demolition	1984	No	NA	NA	NA	NA
5	18	B 263	Demolition	1984	No	NA	NA	NA	NA
5	18	B 264	Demolition	1984	No	NA	NA	NA	NA
5	18	S 502	Reuse	1985	No	NA	NA	NA	NA
5	18	S 503	Reuse	1985	No	NA	NA	NA	NA
5	18	S 504	Reuse	1985	No	NA	NA	NA	NA
5	18	B 511	Demolition	1986	No	NA	NA	NA	NA
5	18	B 512	Demolition	1986	No	NA	NA	NA	NA
5	18	B 513	Demolition	1986	No	NA	NA	NA	NA
5	18	B 523	Reuse	1987	No	NA	NA	NA	NA
5	18	B 533	Reuse	1988	No	NA	NA	NA	NA
5	18	B 564	Demolition	1984	No	NA	NA	NA	NA
5	18	B 576	Demolition	1991	No	NA	NA	NA	NA

Table 2 (continued)
Summary of ACM Survey Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition [1]	Year Built	ACM Survey Performed? [1]	Survey Report Date [1]	ACM Found? [1]	Location [1]	Type Condition [1]
5	18, 40	B 577	Demolition	1991	No	NA	NA	NA	NA
5	18	B 578	Demolition	1991	No	NA	NA	NA	NA
5	18	B 579	Demolition	1991	No	NA	NA	NA	NA
5	18	B 580	Demolition	1991	No	NA	NA	NA	NA
5	19	B 189	To be determined	1969	Yes	1991	Yes	Floor tile, roofing	Non-friable ACM (1991)
5	19	B 199	Reuse	1970	Yes	1997	Yes	Joint compound, floor tile mastic	Friable (joint compound)/ good ACM (1997)
5	19	B 547	Reuse	1990	No	NA	NA	NA	NA
5	20	B 1	Demolition	1944	Yes	1988	Yes	Pipe insulation	FAD ACM (1988)
5	20	B 42	Demolition	1944	Yes	1997	Yes	Roof penetration mastic, exterior stucco	Friable (exterior stucco)/ good ACM (1997)
5	22	B C-3	Demolition	1943	Yes	1988, 1997	Yes	Pipe insulation, floor tile, roof (1988); pipe insulation, hardpack, aircell insulation [ICW, 1991, as reported by HLA] (1997); roof penetration mastic (1997).	FAD ACM (pipe insulation) (1988). No damaged ACM (1997)
5	22	B C-4	Reuse	1943	Yes	1988, 1997, 2001	Yes, No	Penetration mastic floor tile and mastic, pipe insulation, insulation degbris, transite panels (1988, 1997)	No ACM (2001)
5	22	B 93	Demolition	1953	Yes	1991	Yes	Floor tile, gasket, roofing, carpet	FAD ACM (gasket material) (1991)
5	22	S 128	Reuse	1944	No	NA	NA	NA	NA
5	22	S 131	Reuse	1959	No	NA	NA	NA	NA
5	22	S 143	Demolition	1960	No	NA	NA	NA	NA
5	22	S 144	Reuse	1960	No	NA	NA	NA	NA
5	22	S 145	Reuse	1961	No	NA	NA	NA	NA
5	22	S 146	Demolition	1961	No	NA	NA	NA	NA
5	22	S 148	Reuse	1961	No	NA	NA	NA	NA
5	22	S 150	Demolition	1963	Yes	1997	No	NA	No ACM (1997)
5	22	B 163	Demolition	1965	No	NA	NA	NA	NA

Table 2 (continued)
Summary of ACM Survey Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition [1]	Year Built	ACM Survey Performed? [1]	Survey Report Date [1]	ACM Found? [1]	Location [1]	Type Condition [1]
5	22	S 202	Reuse	1971	No	NA	NA	NA	NA
5	22	S 208	Reuse	1974	No	NA	NA	NA	NA
5	22	B 216	Demolition	1974	Yes	1997	No	NA	No ACM (1997)
5	22	B 221	To be determined	1977	Yes	1991	Yes	Roofing, floor tile	Non-friable ACM (1991)
5	22	S 256	Reuse	1983	No	NA	NA	NA	NA
5	22	B 258	Demolition	1983	No	NA	NA	NA	NA
5	24,40	B 16	Demolition	1942	Yes	1997	Yes	Mastic - Floor tile, roof, stucco	Non-friable ACM (1997)
5	24	B 17	Demolition	1942	Yes	1988	No	NA	No ACM (1988)
5	24	B 17T	Unknown[2]	1990	No	NA	NA	NA	NA
5	24	B 41	Demolition	1942	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
5	24	B 47	Demolition	1942	Yes	1988	Yes	Transite panels	Non-friable ACM (1988)
5	24	B 47T	Demolition	1990	No	NA	NA	NA	NA
5	24	B 53	Demolition	1942	Yes	1991	Yes	Roofing, transite, floor tiles, drywall, tar paper	Non-friable ACM (1991)
5	24	B 66	Demolition	1944	Yes	1988	Yes	Transite, floor tile	Non-friable ACM (1988)
5	24	B 89	Demolition	1953	Yes	1988	Yes	Floor tiles	Non-friable ACM (1988)
5	24	B 228	Demolition	1979	Yes	1991	Yes	Floor tile, roofing, ceiling tile, drywall	Non-friable ACM (1991)
5	24	B 247	Reuse	1982	Yes	1991	Yes	Roofing, floor tile	Non-friable ACM (1991)
5	24	B 3005T	Demolition	1990	No	NA	NA	NA	NA
5	18, 40	B 27	Demolition	1942	Yes	1991	Yes	Floor tile, roofing	Non-friable ACM (1991)
5	1, 40	S 77	Reuse	1942	No	NA	NA	NA	NA
6	16	B 29	To be determined	1943	Yes	1988, 1997	Yes	Pipe insulation/floor tile (1988), roof mastic/felts (1997)	Friable ACM (1997)
6	16	B 29A	To be determined	1943	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
6	16	B 40B	Demolition	1942	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
6	16	S 149	Demolition	1963	No	NA	NA	NA	NA
6	16	B 174	Demolition	1967	Yes	1991	Yes	Roofing	Non-friable ACM (1991)

Table 2 (continued)
Summary of ACM Survey Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition [1]	Year Built	ACM Survey Performed? [1]	Survey Report Date [1]	ACM Found? [1]	Location [1]	Type Condition [1]
6	16	B 175	Demolition	1967	Yes	1991	Yes	Roofing	Non-friable ACM (1991)
6	16	B 186	Demolition	1970	Yes	1997	Yes	Joint compound, pipe insulation, pipe elbow cloth wrap	Non-friable/good ACM (1997)
6	16	B 187	Demolition	1970	Yes	1997	Yes	Caulking joint compound	Non-friable/good ACM (1997)
6	16	S 204	Demolition	1982	No	NA	NA	NA	NA
6	16	S 233	Demolition	1968	No	NA	NA	NA	NA
6	16	B 265	Demolition	1984	No	NA	NA	NA	NA
6	16	B 266	Demolition	1984	No	NA	NA	NA	NA
6	16	B 507	Demolition	1985	No	NA	NA	NA	NA
6	16, 40	B 514	Demolition	1986	No	NA	NA	NA	NA
6	16	B 515	Demolition	1986	No	NA	NA	NA	NA
6	16	B 587	Demolition	1991	No	NA	NA	NA	NA
6	16	B 588	Demolition	1991	No	NA	NA	NA	NA
6	16	B 589	Demolition	1991	No	NA	NA	NA	NA
6	16	B 596	Demolition	1992	No	NA	NA	NA	NA
6	16	B 3000T	Demolition	Unknown	No	NA	NA	NA	NA
8	27, 40	B 303	Demolition	1949	Yes	1991	No	NA	No ACM (1991)
10	40	S 541	Demolition	1989	No	NA	NA	NA	NA
10	40	S 542	Demolition	1989	No	NA	NA	NA	NA

Notes:
[1] Source - Basewide Environmental Baseline Survey, Table B-3 (BNI 2001a)
[2] Proposed disposition not specified in reuse plan

Acronyms/Abbreviations:
ACM = asbestos-containing material
FAD = friable, accessible, and damaged
NA = not applicable

Table 3
Summary of PCB Transformer Survey and PCB Equipment Inspection Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition*	Year Built	Location of Associated Transformer*	Transformer ID No. *	Max PCB. Content of Transformer* (ppm)	PCB Equipment Inspection Performed? *	Inspection Report Date*	PCB-Containing Equipment Present? *	Location*	Corrective Action *
5	1	B 2	Reuse	1943	Adjacent pole	6295236	8	Yes	1992	No	NA	NA
5	1	B 3	Reuse	1943	NA	NA	NA	Yes	1992	No	NA	NA
5	1	B 4	Demolition	1943	NA	NA	NA	Yes	1992	No	NA	NA
5	1	B 26	TBD	1945	Adjacent pole	6956257	378	Yes	1992	No	NA	Transformer replaced
5	1	B 86	Reuse	1953	NA	NA	NA	Yes	1992	No	NA	NA
5	1	B 87	Reuse	1953	On adjacent pad	89V5291, 89V5292, 89V5293	1	Yes	1992	Yes	Small capacitor	None required
5	1	B 88	Reuse	1953	NA	NA	NA	Yes	1992	Yes	Small capacitor	None required
5	1	B 134	Reuse	1961	Adjacent pad	6023229	1	Yes	1992	No	NA	NA
5	1	B 159	Reuse	1963	NA	NA	NA	Yes	1992	No	NA	NA
5	1	S 160	Reuse	1963	NA	NA	NA	No	NA	NA	NA	NA
5	1	B 165	Reuse	1965	On adjacent pad	DF11213183	2	Yes	1992	No	NA	NA
5	1	B 166	Reuse	1966	NA	NA	NA	No	NA	NA	NA	NA
5	1	B 167	Reuse	1966	On adjacent pad	Style No. 159585	0	Yes	1992	No	NA	NA
5	1	B 168	Reuse	1966	NA	NA	NA	Yes	1992	No	NA	NA
5	1	S 238	TBD	1967	On pad	886008966	1	Yes	1992	No	NA	NA
5	1	B 300	Reuse	1943	On adjacent pad	796003061	0	Yes	1992	No	NA	NA
5	1	B 306	Demolition	1949	NA	NA	NA	Yes	1992	No	NA	NA
5	1	B 505	Reuse	1985	NA	NA	NA	Yes	1992	No	NA	NA
5	1	B 506	Reuse	1985	On adjacent pad	63A12626	33	Yes	1992	No	NA	NA
5	1	B 539	Reuse	1990	Bldg. 539	886008966	1	Yes	1992	No	NA	NA
5	1	S 594	Reuse	1991	NA	NA	NA	No	NA	NA	NA	NA
5	2	S 11	Demolition	1942	NA	NA	NA	No	NA	NA	NA	NA
5	2	S 12	Demolition	1942	NA	NA	NA	No	NA	NA	NA	NA
5	2	B 13	Demolition	1943	NA	NA	NA	Yes	1992	No	NA	NA
5	2	B 49	Demolition	1942	NA	NA	NA	Yes	1992	No	NA	NA

Table 3 (continued)
Summary of PCB Transformer Survey and PCB Equipment Inspection Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition*	Year Built	Location of Associated Transformer*	Transformer ID No. *	Max PCB. Content of Transformer* (ppm)	PCB Equipment Inspection Performed? *	Inspection Report Date*	PCB-Containing Equipment Present? *	Location*	Corrective Action *
5	2	B 185	To be determined	1969	NA	NA	NA	Yes	1992	No	NA	NA
5	2	S 230	Demolition	1968	NA	NA	NA	No	NA	NA	NA	NA
5	2	S 240	To be determined	1968	On pad	DLF-11063180	2	Yes	1992	No	NA	NA
5	2	B 509	Demolition	1985	On adjacent pad	DF11063180, and an unidentified transformer	2	Yes	1992	No	NA	NA
5	16	B 10G	Unknown	1943	NA	NA	NA	No	NA	NA	NA	NA
5	16	S 609	Demolition	1971	NA	NA	NA	No	NA	NA	NA	NA
5	17	S 608	Demolition	1971	NA	NA	NA	No	NA	NA	NA	NA
5	18	B 19	Demolition	1942	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 20A	To be determined	1943	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 20B	To be determined	1943	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 21	Demolition	1942	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 28	To be determined	1942	On pads adjacent to Bldg. 28	85-50858, EF01133200, EF011163204, EF01303209, EF01163202, EF02233201, 20270-49, 50033-52, 2161	2	Yes	1992	Yes	Cut out switches	Dismantled and removed
5	18	B 28A	To be determined	1942	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 30	Demolition	1942	On adjacent pad	88099-1	0	Yes	1992	No	NA	NA
5	18	B 35	To be determined	1943	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 35A	Demolition	1943	NA	NA	NA	Yes	1992	No	NA	NA

Table 3 (continued)
Summary of PCB Transformer Survey and PCB Equipment Inspection Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition*	Year Built	Location of Associated Transformer*	Transformer ID No. *	Max PCB. Content of Transformer* (ppm)	PCB Equipment Inspection Performed? *	Inspection Report Date*	PCB-Containing Equipment Present? *	Location*	Corrective Action *
5	18	B 40A	Demolition	1942	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 71A	Demolition	1945	On adjacent pad	N165650YKSAN1 65644YKSA	0	Yes	1992	No	NA	NA
5	18	B 71B	Demolition	1945	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 71C	Demolition	1945	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 71D	Demolition	1945	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 71E	Demolition	1945	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 71F	Demolition	1945	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 71G	Demolition	1945	NA	NA	NA	Yes	1990	No	NA	NA
5	18	B 71H	Demolition	1945	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 71I	Demolition	1945	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 71J	Demolition	1945	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 90	To be determined	1953	On adjacent pad	DF11063184	2	Yes	1992	No	NA	NA
5	18	B 92	Demolition	1942	NA	NA	NA	No	NA	NA	NA	NA
5	18	B 103	Demolition	1958	NA	NA	NA	Yes	1992	No	NA	NA
5	18	S 106	Demolition	1954	NA	NA	NA	No	NA	NA	NA	NA
5	18	B 161	Reuse	1964	On pads adjacent to Bldg. 161	13334-1, 6342727	2	Yes	1992	No	NA	NA
5	18	B 171	Demolition	1965	On adjacent pad	19403	0	Yes	1992	No	NA	NA
5	18	B 173	Reuse	1966	On adjacent pad	EF02183210, EF02033211	2	Yes	1992	Yes	Small capacitor	None required
5	18	B 178	Demolition	1967	On adjacent pad	877-51274	0	Yes	1992	No	NA	NA
5	18	B 179	Demolition	1967	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 183	To be determined	1968	On adjacent pad	8841331	0	Yes	1992	No	NA	NA
5	18	B 201	Demolition	1971	NA	NA	NA	Yes	1992	No	NA	NA
5	18	S 203	Demolition	1982	NA	NA	NA	No	NA	NA	NA	NA

Table 3 (continued)
Summary of PCB Transformer Survey and PCB Equipment Inspection Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition*	Year Built	Location of Associated Transformer*	Transformer ID No. *	Max PCB. Content of Transformer* (ppm)	PCB Equipment Inspection Performed? *	Inspection Report Date*	PCB-Containing Equipment Present? *	Location*	Corrective Action *
5	18	B 207	Demolition	1971	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 226	Reuse	1980	Bldg. 226	PHL-1355, PLH-1356, 14472-1	1	Yes	1992	No	NA	NA
5	18	S 242	To be determined	1968	On pad	8841331	0	Yes	1992	No	NA	NA
5	18	B 248	Demolition	1983	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 253	Reuse	1983	Two at Bldg. 253, one on adjacent pad	86-4-26955-A, 86-4-26955-B, POL-0505	1	Yes	1992	No	NA	NA
5	18	S 257	Reuse	1983	NA	NA	NA	No	NA	NA	NA	NA
5	18	B 259	Demolition	1984	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 260	Demolition	1984	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 261	Demolition	1984	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 262	Demolition	1984	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 263	Demolition	1984	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 264	Demolition	1984	NA	NA	NA	Yes	1992	No	NA	NA
5	18	S 502	Reuse	1985	NA	NA	NA	No	NA	NA	NA	NA
5	18	S 503	Reuse	1985	NA	NA	NA	No	NA	NA	NA	NA
5	18	S 504	Reuse	1985	NA	NA	NA	No	NA	NA	NA	NA
5	18	B 511	Demolition	1986	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 512	Demolition	1986	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 513	Demolition	1986	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 523	Reuse	1987	Bldg 523	86-51020-A	0	Yes	1992	No	NA	NA
5	18	B 533	Reuse	1988	On adjacent pad	87-51228	0	Yes	1992	No	NA	NA
5	18	B 564	Demolition	1984	NA	NA	NA	Yes	1992	No	NA	NA
5	18	B 576	Demolition	1991	NA	NA	NA	No	NA	NA	NA	NA
5	18, 40	B 577	Demolition	1991	NA	NA	NA	No	NA	NA	NA	NA

Table 3 (continued)
Summary of PCB Transformer Survey and PCB Equipment Inspection Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition*	Year Built	Location of Associated Transformer*	Transformer ID No. *	Max PCB. Content of Transformer* (ppm)	PCB Equipment Inspection Performed? *	Inspection Report Date*	PCB-Containing Equipment Present? *	Location*	Corrective Action *
5	18	B 578	Demolition	1991	NA	NA	NA	No	NA	NA	NA	NA
5	18	B 579	Demolition	1991	NA	NA	NA	No	NA	NA	NA	NA
5	18	B 580	Demolition	1991	NA	NA	NA	No	NA	NA	NA	NA
5	19	B 189	To be determined	1969	NA	NA	NA	Yes	1992	No	NA	NA
5	19	B 199	Reuse	1970	On adjacent pole	4158680, 4158681, 4158711	0	Yes	1992	No	NA	NA
5	19	B 547	Reuse	1990	On adjacent pad	906005526	1	No	NA	NA	NA	NA
5	20	B 1	Demolition	1944	Adjacent pad	11756,86-51020-B	2	Yes	1992	No	NA	NA
5	20	B 42	Demolition	1944	Adjacent pole	E707870-61K	0	Yes	1992	No	NA	NA
5	22	B C-3	Demolition	1943	On adjacent pole	S-5700333, 6910560, 6342722	3	Yes	1992	No	NA	NA
5	22	B C-4	Reuse	1943	Adjacent pad	88146-1	0	Yes	1992	Yes	Small capacitor	None required
5	22	B 93	Demolition	1953	Adjacent pole	9732355	165	Yes	1992	Yes	Small capacitor	Cap - none required, transformer replaced
5	22	S 128	Reuse	1944	NA	NA	NA	No	NA	NA	NA	NA
5	22	S 131	Reuse	1959	On adjacent pad and pole	19596-1, M001189KBLA	0	No	NA	NA	NA	NA
5	22	S 143	Demolition	1960	On adjacent pole	2973300	0	No	NA	NA	NA	NA
5	22	S 144	Reuse	1960	NA	NA	NA	No	NA	NA	NA	NA
5	22	S 145	Reuse	1961	NA	NA	NA	No	NA	NA	NA	NA
5	22	S 146	Demolition	1961	NA	NA	NA	No	NA	NA	NA	NA
5	22	S 148	Reuse	1961	NA	NA	NA	No	NA	NA	NA	NA
5	22	S 150	Demolition	1963	On adjacent pole	2970228	3	No	NA	NA	NA	NA
5	22	B 163	Demolition	1965	NA	NA	NA	No	NA	NA	NA	NA
5	22	S 202	Reuse	1971	NA	NA	NA	No	NA	NA	NA	NA
5	22	S 208	Reuse	1974	NA	NA	NA	No	NA	NA	NA	NA

Table 3 (continued)
Summary of PCB Transformer Survey and PCB Equipment Inspection Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition*	Year Built	Location of Associated Transformer*	Transformer ID No. *	Max PCB. Content of Transformer* (ppm)	PCB Equipment Inspection Performed? *	Inspection Report Date*	PCB-Containing Equipment Present? *	Location*	Corrective Action *
5	22	B 216	Demolition	1974	NA	NA	NA	Yes	1992	No	NA	NA
5	22	B 221	To be determined	1977	On adjacent pole	S-5700333, 6910560, 6342722	NA	Yes	1992	No	NA	NA
5	22	S 256	Reuse	1983	NA	NA	NA	No	NA	NA	NA	NA
5	22	B 258	Demolition	1983	NA	NA	NA	Yes	1992	No	NA	NA
5	24, 40	B 16	Demolition	1942	On adjacent pad	DF11063181	19	Yes	1992	No	NA	NA
5	24	B 17	Demolition	1942	On adjacent pad	Unknown	27	Yes	1992	No	NA	NA
5	24	B 17T	Unknown	1990	NA	NA	NA	No	NA	NA	NA	NA
5	24	B 41	Demolition	1942	On adjacent poles	6833237, 6827971, 6827965	311	Yes	1992	No	NA	Removed
5	24	B 47	Demolition	1942	On adjacent pad	DF11063182	2	Yes	1992	No	NA	NA
5	24	B 47T	Demolition	1990	NA	NA	NA	No	NA	NA	NA	NA
5	24	B 53	Demolition	1942	NA	NA	NA	Yes	1992	NA	NA	NA
5	24	B 66	Demolition	1944	On adjacent pole	2976487, 2977515, 2978063	4	Yes	1992	No	NA	NA
5	24	B 89	Demolition	1953	NA	NA	NA	Yes	1992	No	NA	NA
5	24	B 228	Demolition	1979	NA	NA	NA	Yes	1992	No	NA	NA
5	24	B 247	Reuse	1982	On adjacent poles	10997-1, 10997-2, 4148107	7	Yes	1992	No	NA	NA
5	24	B 3005T	Demolition	1990	NA	NA	NA	No	NA	NA	NA	NA
5	18, 40	B 27	Demolition	1942	NA	NA	NA	Yes	1992	No	NA	NA
5	1, 40	S 77	Reuse	1942	NA	NA	NA	No	NA	NA	NA	

Table 3 (continued)
Summary of PCB Transformer Survey and PCB Equipment Inspection Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition*	Year Built	Location of Associated Transformer*	Transformer ID No. *	Max PCB. Content of Transformer* (ppm)	PCB Equipment Inspection Performed? *	Inspection Report Date*	PCB-Containing Equipment Present? *	Location*	Corrective Action *
6	16	B 29	To be determined	1943	On adjacent pads	EF01133208, EF01033206, K0932, S.O. 22205, EF03113207, EF01163203, EF01153199	2	Yes	1992	Yes	Cut out switches	Dismantled and removed
6	16	B 29A	To be determined	1943	NA	NA	NA	Yes	1992	No	NA	NA
6	16	B 40B	Demolition	1942	NA	NA	NA	Yes	1992	No	NA	NA
6	16	S 149	Demolition	1963	NA	NA	NA	Yes	1992	No	NA	NA
6	16	B 174	Demolition	1967	On adjacent pad	K0933	0	Yes	1992	No	NA	NA
6	16	B 175	Demolition	1967	NA	NA	NA	Yes	1992	No	NA	NA
6	16	B 186	Demolition	1970	On adjacent pad	11325-1	1	Yes	1992	No	NA	NA
6	16	B 187	Demolition	1970	NA	NA	NA	Yes	1992	No	NA	NA
6	16	S 204	Demolition	1982	NA	NA	NA	No	NA	NA	NA	NA
6	16	S 233	Demolition	1968	NA	NA	NA	No	NA	NA	NA	NA
6	16	B 265	Demolition	1984	NA	NA	NA	Yes	1992	No	NA	NA
6	16	B 266	Demolition	1984	NA	NA	NA	Yes	1992	No	NA	NA
6	16	B 507	Demolition	1985	On adjacent pad	No ID number	0	Yes	1992	No	NA	NA
6	16, 40	B 514	Demolition	1986	On adjacent pole	7221718	76	Yes	1992	No	NA	Removed
6	16	B 515	Demolition	1986	NA	NA	NA	Yes	1992	No	NA	NA
6	16	B 587	Demolition	1991	NA	NA	NA	No	NA	NA	NA	NA
6	16	B 588	Demolition	1991	NA	NA	NA	No	NA	NA	NA	NA
6	16	B 589	Demolition	1991	NA	NA	NA	NA	NA	NA	NA	NA
6	16	B 596	Demolition	1992	NA	NA	NA	No	NA	NA	NA	NA
6	16	B 3000T	Demolition	Unknown	NA	NA	NA	No	NA	NA	NA	NA
8	27, 40	B 303	Demolition	1949	No	NA	NA	Yes	1992	No	NA	NA
10	40	S 541	Demolition	1989	NA	NA	NA	No	NA	NA	NA	NA

Table 3 (continued)
Summary of PCB Transformer Survey and PCB Equipment Inspection Results

Carve Out Area	Parcel	Building (B)/ Structure (S)	Proposed Disposition*	Year Built	Location of Associated Transformer*	Transformer ID No. *	Max PCB. Content of Transformer* (ppm)	PCB Equipment Inspection Performed? *	Inspection Report Date*	PCB-Containing Equipment Present? *	Location*	Corrective Action *
10	40	S 542	Demolition	1989	NA	NA	NA	No	NA	NA	NA	NA

Notes

* Proposed Disposition, Associated Transformer, Location, ID No., Max PCB Content, PCB Equipment Inspection Performed, Inspection Report Date, PCB Containing Equipment Present, Location, Corrective Action - Basewide Environmental Baseline Survey, Table B-2 (BNI 2001a)

Acronyms/Abbreviations:

Bldg. = building
EBS = Environmental Baseline Survey
Max = maximum
ID = identification
NA = not applicable
No. = number
PCB = polychlorinated biphenyl
ppm = parts per million

Table 4
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	1	DSD-08	The site is a storm drain that received wastewater from at least one of two O/W SEPs located on the southern side of the Auto Hobby Shop (Bldg. 185). The Second Addendum to revised PR/Draft VSI identified an extension to this AOC. The extension (Site 8) was a trench (drainage ditch) that runs approximately 1,500 feet from the Auto Hobby Shop area to the storm drain culvert just north of Bldg. 524 that has been a catchall for aircraft and automobile wash, spent fluids, and oils. Reportedly, the trench had contained stagnant water and wastes that were often 20 feet wide. Dates of operation are unknown to present.	RCRA AOC RFA conducted Final RFA report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete (Letter 7/24/97)	3
5	1	MDA-03	The site is a currently a grassy area that formerly functioned as a convenient auto maintenance area before the Auto Hobby Shop (Bldg. 185) was built across the street. This site, identified by the Second Addendum to Revised PR/Draft VSI (Site 15), was located south of Bldg. 87 on the north side of Perry Street. Automobile fluids, oils, and lubricants may have been spilled. Dates of operation were unknown to 1981.	RCRA AOC RFA conducted Final RFA report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete (Letter 7/24/97)	3
5	1	ST-42	Inactive. This unit (Bldg. 306) is operated by MAG-16 for storage of hazardous materials. The unit was constructed around 1960 and was a 10- by 10-foot concrete shack with wooden shelves. There are no sumps, drains, or berms. Overall integrity of the unit was good. Paints and related chemicals were stored at the unit in variable quantities determined by need. Dates of operation were 1960 to 1999.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 5/18/00)	1
5	1	ST-70	Incorrectly identified in PR as a hazardous materials storage unit. During the VSI, no hazardous wastes were observed. According to activity personnel, no hazardous wastes had been stored at the site (near B-3) in the past.	RCRA AOC NFA concurrence	 Complete (Letter 4/22/96)	1
5	2	MAW-14	Not identified at this location during abandoned well investigation. Was recommended for further investigation. A single anomaly was identified and, when excavated in conjunction with soil remediation activities at IRP Site 9B (Subarea 1), the anomaly was found to be a buried storage locker that was subsequently removed. No well casing was found in the area of excavation.	AWP AOC Transferred to State of California DWR Abandoned Well Program NFA concurrence	 Complete (Letter 7/12/01)	1

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	2	MDA-05	The site was an open area containing one or more open pits used during the 1960s. This site was identified by the Second Addendum to the revised PR/Draft VSI (Site 30). This site was 100 to 150 feet from the southwest corner of the current fire station and may represent a burn pit or crash crew sump pond. Historical aerial photographs revealed a 30- by 30-foot depression with two piles of dirt along the edge (berms) within the AOC. Dates of operation were the 1960s.	RCRA AOC RFA conducted Final RFA Report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete (Letter 7/24/97)	3
5	2	MMS-4	The site was located at the Auto Hobby Shop (Bldg. 185). Waste oil, transmission fluids, and solvents were disposed of in a sump (UST-185), the contents of which were pumped out once a month and disposed of off-site. From 1969 to 1983, the sump overflowed during heavy rains. The area was subsequently paved over with asphalt and the sump removed in 1993. Dates of operation were 1969 to 1993.	CERCLA AOC ESI conducted Final ESI report: NFA recommended for soil; further study recommended for groundwater (Basewide Study Final RI report: NFA recommended UST-185 closed by RAC contractor as part of Base tank closure activities Draft Focused FS for OU-4 Draft Final Focused FS for OU-4 OU-4 RAP/Proposed Plan OU-4 ROD/RAP	 Complete Complete (Letter 12/17/96) Complete (11/97) Complete (Letter 4/2/99) Complete (11/00) In progress In progress In progress	3

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	2	MWA-04	Inactive. The unit was a wash rack (Structure 230) operated by MALS-16 for washing helicopters. The unit was installed in the 1950s and consisted of a 118- by 88-foot concrete pad sloped to a drain and contained within a 6-inch concrete berm. Oily water flowed through the drain into the adjacent O/W SEP-509 (TOW-5), which discharged wastewater to the sanitary sewer. The integrity of the concrete pad appeared to be good. Dates of operation were 1950s to 1999.	RCRA AOC RFA conducted Closure by RAC under RCRA Closure Report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 5/18/00)	1
5	2	MWA-15	Inactive. The unit was a wash area located southwest of Bldg. 13 operated by the Fire Dept. for washing and degreasing vehicles. The unit was not connected to an O/W SEP; wastewater drained directly into the surrounding soil through French drains. The overall integrity of the system appeared to be poor. Water was not observed draining from the wash rack during the site inspection. Dates of operation were 1942 to 1989.	RCRA AOC RFA conducted Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 3/29/01)	3
5	2	MWA-20	Inactive. This unit was concrete-paved, north of Bldg. 185 (Auto Hobby Shop), and was used for maintenance and cleaning of vehicles and trucks. The Auto Hobby Shop was in use for about 10 years. The concrete pavement was sloped to drain into O/W SEP-185[1] (TOW-18). The overall integrity of the unit was adequate, except for surface cracks observed near the drum storage area, where waste motor oil was drained. Dates of operation were 1981 to 1999.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 1/13/00)	1

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	2	ST-22	Removed. This unit (northwest of Bldg. 134) was operated by HMM-163 for temporary storage of hazardous wastes. This unit was constructed in 1991 and stored hazardous wastes generated from vehicle maintenance operations. The drums containing hazardous waste were located on a plastic liner and surrounded by sandbags. During the VSI, the integrity of the unit appeared to be good. Wastes stored in the unit included lubricant, oil, hydraulic fluid, solvents, JP-5, Freon, rags, and absorbents. Dates of operation were 1991 to 1994.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 5/18/00)	4
5	2	ST-60A	Closed. This unit was a paved area in the southeast corner of Bldg. 185, Auto Hobby Shop lot. The unit was operated by MWR for temporary storage (less than 90 days) of hazardous waste. Drums containing hazardous waste were stored on a plastic liner contained within a sandbag berm on the asphalt pavement. The dimensions of the contained area were 14 by 10 feet. A few drums were stored on wooden pallets outside the containment. According to the VSI, the integrity of the unit was poor. Eight to ten drums were stored at this unit at the time of the VSI. Wastes formerly stored in this unit included antifreeze, oily rags, Speedy-Dry absorbent, aerosol cans, and contaminated soil excavated from the area of a recent spill incident (MMS-04). Dates of operation were 1991 to 1997.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 4/21/00)	4
5	2	ST-60B	Closed. This unit, originally constructed in 1987, was on the north side of the Auto Hobby Shop enclosure west of the entrance. Formerly, waste oil generated from changing vehicle oil was transferred via a 55-gallon drum to a UST by gravity. The drum and storage unit were not contained. The unit was moved to ST-60A in 1991. Dates of operation were 1987 to 1991.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 9/24/99)	4
5	2	TOW-05	Removed. This underground O/W SEP-509 (also known as SEP-Sl-1B) was located near Structure 230 and was operated by MALS-16. The 200-gallon unit was constructed of steel in 1984 and was used for separating oil and wastewater generated during the washing of helicopters at adjacent wash area MWA-4. The O/W SEP is connected to a 100-gallon UST (UST-509) for storage of waste oil prior to off-site disposal. The system was equipped with an overflow alarm to warn of untreated wastewater discharge to the sanitary sewer. Prior to construction of TOW-5, a Type B O/W SEP was used to contain the oil while wastewater was discharged directly to a storm drain. Dates of operation were 1984 to 1999.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 5/18/00)	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	2	TOW-18-1, 2, 3, and 4	Removed. This AOC includes four O/W SEPs (-185[1], -185[2], -185[3], and -185[4]) were located around Bldg. 185 (Auto Hobby Shop) which was constructed in 1981. Each O/W SEP was a 750-gallon concrete tank and each unit was operated by MWR. Oily water was generated from cleaning the mechanical equipment around Bldg. 185 and from wash rack MWA-20. The facility classified the waste as nonhazardous. In addition, closed hazardous waste storage unit ST-60 was located at Bldg. 185. Drums containing hazardous waste were stored on secondary absorbent pallets underlain by a plastic liner contained within a sandbag berm. The integrities of each of the O/W SEPs were questionable because the units had operational problems and the overall integrity of the systems appeared poor. O/W SEP-185[2] discharged directly to the storm drain (DSD-8). Dates of operation were 1981 to 1997.	RCRA AOC RFA conducted at O/W-SEP 185[1] and 185[2] Final RFA Report: NFA recommended for soil; further study recommended for groundwater (Basewide Study) Final RI Report: NFA recommended Closure under RAC under RCRA Closure Report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete (11/97) Complete Complete (9/98) Complete (Letter 1/13/00)	4
5	16	MCD-02	Inactive. This unit at B-534 consisted of a concrete floor with a collection sump draining into an O/W SEP. The unit was used for crash crew fire training. Controlled fires were started in the pit by igniting a JP-5 fuel fire that the crash crew put out with water. The water and fuel were separated by O/W-SEP-534 (TOW-14). The 5,000-gallon UST-534A supplied fuel to the burn pit. After fire fighting training, the fuel/water mixture was sent to O/W SEP-534. After separation, wastewater was routed to a 1,500-gallon sump (UST-534C) and waste fuel was routed to a 1,500-gallon fuel tank (534B). Both were reused in the burn pit. Dates of operation were 1988 to present.	PCA AOC Transferred to the UST program Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 4/21/00)	1

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	16	TOW-14	Removed. This underground 1,500-gallon fiberglass O/W SEP (SEP-534) was located northeast of Bldg. 183, near crash crew burn pit MCD-2 and was operated by ARF. A 5,000-gallon UST (534A) supplied fuel to the burn pit. After fire fighting training at the burn pit, the fuel/water mixture generated by the training operations was sent to TOW-14. After separation, water was routed to a 1,500-gallon sump (UST-534C) and waste fuel was routed to a 1,500-gallon fuel tank (UST-534B). Both were reused in the burn pit for fire fighting training. The system was equipped with an overflow alarm. There was no disposal for discharge of waste from this system. Dates of operation were 1986 to 1999.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 4/21/00)	4
5	18	AMHP-01	A 40- by 40-foot holding pit, about 170 feet east of the end of Hangar No. 28, was identified in an aerial photo dated May 29, 1968. The AOC was regraded and covered with grass and asphalt. No sign of a holding pit or evidence of release was identified during the site inspection. This site was incorrectly identified in the IASA as a wash rack.	RCRA AOC RFA conducted Final RFA report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete (Letter 7/24/97)	3
5	18	AMRRT-1	A railroad extending from north of Hangar 28 to the Santa Fe railway was identified in an aerial photograph dated April 2, 1983. An aerial photograph dated January 9, 1987 shows family housing under construction and the railroad in the construction area appears to have been cut off and removed. The railroad track currently ends 368 feet north of Hangar 28. An open, dry ditch was located northwest of the railroad base. No evidence of release was identified during the inspections. Dates of operation were unknown until 1983.	PCA AOC Assessed as part of removal action at USTs 22A-M Closure by RAC under Santa Ana RWQCB PCA Program Closure report for former IRP-16B NFA concurrence	 Complete Complete Complete Complete (Letter 7/9/98)	2
5	18	AMS-09	Dark stains were identified adjacent to the east side of Hangar No. 28 on the road from the flight line to Pad Nos.1, 2, and 3 in an aerial photograph dated March 1, 1967. The road from the flight line to Pad Nos. 1, 2, and 3 was paved with asphalt and no evidence of a release was identified during the inspection (parallel to and east of Hulme Street).	RCRA AOC RFA conducted Final RFA report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete (Letter 7/24/97)	3

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	18	AMS-10	A large stain (320 feet long) was identified across Maxfield Street from the south end of Hangar No. 28 in an aerial photograph dated May 29, 1968. The AOC was covered by asphalt pavement and no evidence of a release was identified during the VSI.	RCRA AOC RFA conducted Final RFA report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete (Letter 7/24/97)	3
5	18	AMW-01 (A,B)	Stains were identified near the fixed wing parking area about 165 feet southwest of Hangar No. 28 in an aerial photograph dated July 18, 1949. This portion of the site partially overlaps a portion of IRP-9. A possible wash rack was also identified 100 feet east of the south end of Hangar No. 28. Neither a wash rack nor any stains were identified during the site inspection. Interviews with Navy personnel indicated that no washing activity has taken place at this location since 1985. Both portions of the site are currently covered by asphalt.	RCRA AOC RFA conducted Final RFA report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete (Letter 7/24/97)	3
5	18	AS-04	The site was identified as an open storage area west of the north end of Hangar 28 on aerial photographs dated December 12, 1952 and February 1953. Most of the area was subsequently covered by asphalt/concrete. Four storage units and one shed were identified during the Addendum to the Revised PR/Draft VSI Report; however, none of these units appear to have been used for hazardous waste/materials storage.	RCRA AOC No site visit conducted NFA concurrence	 Complete (Letter 9/16/96)	1
5	18	AS-07	A pad about 100 feet northeast of the north end of Hangar No. 28, upon which were two elongated objects (possibly containers), measuring up to 17 by 15 feet, was identified in an aerial photo dated February 1953. These containers may have been used for storage/hauling purposes. Inspection of the area of concern revealed an unpaved area located between Moffett Drive and Calnan Street (323 feet across Moffett Drive and 366 feet across Calnan Street) that contained only exercise equipment. No concrete pad or containers were identified during the 1992 field inspection for the Addendum to the Revised PR/Draft VSI Report.	RCRA AOC No site visit conducted NFA concurrence	 Complete (Letter 9/16/96)	1
5	18	DSD-04	Storm drain at MWA-14 wash area used by Aircraft Rescue and Fire Fighting to clean trucks. The drain feeds O/W SEP-183 (TOW-13). From TOW-13, wastewater flows to the sanitary sewer system and oily waste flows to adjacent UST-183A. In 1991, TOW-13 replaced an earlier unit that discharged from a sand trap directly to the storm drain system. Former discharge would have been to current IR-5N site. Dates of operation were 1960 to 1991.	RCRA AOC RFA conducted Final RFA report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete (Letter 7/24/97)	3

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	18	DSD-05	Drainage from MWA-16 (Structure 106), a covered self-service car wash, that discharged to the underground storm drain system. Drain system routed drain discharge to current IR-5N site. Dates of operation were 1982 to 1988.	RCRA AOC RFA conducted Final RFA report: NFA recommended Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete Complete Complete (Letter 10/14/99)	4
5	18	DSS-1	A 1984 downhole television survey conducted by Sikand Engineering identified a 100-foot section of pipeline that had collapsed near Bldg. 71A. The sanitary sewer system consists of 6- to 12-inch diameter vitrified clay pipe and cement asbestos pipe. All sewage is collected at the point of discharge and transferred to the Orange County Sanitation District for disposal. No evidence of a release was identified during the VSI. The damaged section of the pipe is covered by asphalt. Dates of operation are unknown.	CERCLA AOC RFA conducted Final RFA report: NFA recommended for soil; further study recommended for groundwater (Basewide Study) Final RI report: NFA recommended Draft Focused FS for OU-4 Draft Final Focused FS for OU-4 OU-4 RAP/Proposed Plan OU-4 ROD/RAP	 Complete Complete (4/97) Complete (11/97) Complete (11/00) In progress In progress In progress	5

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	18	DSS-2	A 1984 downhole television survey conducted by Sikand Engineering identified a collapsed 100-foot section of sanitary sewer pipeline within a 200-foot stretch of pipeline beneath Bldgs. 71I, 71G, and 71H. The sanitary sewer system consists of a 6- to 12-inch diameter vitrified clay pipe and cement asbestos pipe. All sewage is collected at the point of discharge and transferred to the Orange County Sanitation District for disposal. The damaged section of pipe is covered by asphalt and buildings. No evidence of a release was identified during the VSI, but during Sampling Visit activities, a portion of the floor of Bldg. 71H was found to have settled forming a depression above the pipeline. This is likely the location of the collapsed portion of pipe. Dates of operation are unknown.	CERCLA AOC RFA conducted Final RFA report: NFA recommended for soil; further study recommended for groundwater (Basewide Study) Final RI report: NFA recommended Draft Focused FS for OU-4 Draft Final Focused FS for OU-4 OU-4 RAP/Proposed Plan OU-4 ROD/RAP	 Complete Complete (4/97) Complete (11/97) Complete (11/00) In progress In progress In progress	5
5	18	MAW-12	Not identified at this location during abandoned well investigation. Not located at MCAS Tustin. The area under investigation for the location of the well (Search Area 20) has been thoroughly searched and is no longer considered an area in which wells are likely to be found. Ground-penetrating radar revealed no anomalies that match any part of the target profile (a well casing).	AWP AOC Transferred to the State of California DWR Abandoned Well Program NFA concurrence	 Complete (Letter 7/12/01)	1
5	18	MAW-13	Not identified at this location during abandoned well investigation. Was recommended for future investigation when two anomalies suggestive of steel well casings were identified. Both of the anomalies were excavated in March 1997 in conjunction with UST-20A. No well casings or any other evidence of an abandoned well were found.	AWP AOC Transferred to the State of California DWR Abandoned Well Program NFA concurrence	 Complete (Letter 7/12/01)	1

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	18	MAW-16	Destroyed Well #6 was a known visible well on MCAS Tustin property	AWP AOC Transferred to the State of California DWR Abandoned Well Program Well destroyed by RAC NFA concurrence	 Complete (1/11/00) Complete (Letter 11/16/00)	1
5	18	MDA-02	This site is the location of Bldg. 19, which was the Station Armory for nearly 40 years, from the 1950s until its replacement in 1990. The site was identified in the Second Addendum to Revised PR/Draft VSI (Site 14). Reportedly, weapons were regularly cleaned outside the building. A visual survey revealed numerous bare soil spots that may be indicative of a past release. Dates of operation were 1942 to present.	CERCLA AOC RFA conducted Final RFA report: NFA recommended for soil; further study recommended for groundwater (Basewide Study) Final RI report: NFA recommended Additional field investigation Draft Focused FS for OU-4 Draft Final Focused FS for OU-4 OU-4 RAP/Proposed Plan OU-4 ROD/RAP	 Complete Complete (4/97) Complete (11/97) Complete Complete (11/00) In progress In progress In progress	5

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	18	MDA-04	The area between Bldgs. 161, 262, and 263 was identified in the Second Addendum to Revised PR/Draft VSI (Site 22) as a general support equipment parking lot and maintenance area. Throughout the 1970s and 1980s, fluids and oils were regularly spilled onto the ground. The northwest side of Bldg. 161 also appeared to be an active oil disposal location. Dates of operation were 1970s to present.	CERCLA AOC RFA conducted Final RFA report: NFA recommended for soil; further study recommended for groundwater (Basewide Study) Final RI report: NFA recommended OU-2 RAP/Proposed Plan: NFA OU-2 ROD/RAP: NFA	 Complete Complete (4/97) Complete (11/97) Complete Complete (Signed 9/28/00)	3
5	18	MDA-07	Starting in 1955, the site was a blimp and automobile wash area that was generally used as a military and private catchall site. This site was identified in the Second Addendum to Revised PR/Draft VSI (Site 26). This site was located off the northeast corner of Hanger No. 1 (Bldg. 28). Historical aerial photographs indicate that Moffett Road has been moved, and the area where runoff and stagnant wastes seeped into the ground was covered by asphalt. Dates of operation were 1955 to unknown.	CERCLA AOC RFA conducted Final RFA report: NFA recommended for soil; further study recommended for groundwater (Basewide Study) Final RI report: NFA recommended OU-2 RAP/Proposed Plan: NFA OU-2 ROD/RAP: NFA	 Complete Complete (4/97) Complete (11/97) Complete Complete (Signed 9/28/00)	3

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	18	MDA-08	An area in which waste oil of all types was spread on the ground from 55-gallon drums to settle dust; identified in the Second Addendum to Revised PR/Draft VSI (Site 19). This site was a parking area located along the southeast side of Hanger 1 (Bldg. 28). This dust control measure was used in the 1960s and 1970s when the parking area was unpaved. This area was subsequently covered by asphalt. Dates of operation were from the 1960s until the 1970s.	RCRA AOC RFA conducted Final RFA report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete (Letter 7/24/97)	3
5	18	MDA-09	The site is a circular pit approximately 40 feet in diameter that was used as a crash crew sump pond during the 1960s, later paved. This site was identified in the Second Addendum to the Revised PR/Draft VSI (Site 32). This site was located off the southern corner of Bldg. 183 at the end of Hangar No. 1 (Bldg. 28). Interviews indicated that aviation gas and diesel fuel may have been disposed of in this pond. Dates of operation were the 1960s.	RCRA AOC RFA conducted Final RFA report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete (Letter 7/24/97)	3
5	18	MMS-5	The site contained areas of former buildings used for painting operations from 1969 to 1972. Small quantities of liquid waste and wash water were poured directly onto the ground outside of the buildings. The area was subsequently paved and used as a parking lot. USTs 203A and 203B, located at the south end of the area, were removed in 1994. Dates of operation were 1969 to 1972.	CERCLA AOC ESI conducted Final ESI report: NFA recommended for soil; further study recommended for groundwater (Basewide Study) Final RI report: NFA recommended Draft Focused FS for OU-4 Draft Final Focused FS for OU-4 OU-RAP/Proposed Plan OU-4 ROD/RAP	 Complete Complete (Letter 12/17/96) Complete (11/97) Complete (11/00) In progress In progress In progress	3

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	18	MMS-7	This site was at the former Flight Simulator Building 226. Hydraulic fluid was used and stored at this location. A spill occurred during operation of the simulator. Dates of operation were 1980 to 1999.	RCRA AOC Closure by RAC under RCRA	 Ongoing investigation	5
5	18	MWA-14	Inactive. This unit was an active wash area located north of Bldg. 183 operated by Combined Fire and Rescue Service to clean trucks. The wash area was about 20 by 40 feet and was constructed directly above an older unit that had been in operation since 1981. The waste generated at this site was discharged to an adjacent O/W SEP-183 (TOW-13), installed in 1991 to replace an older O/W SEP. The overall integrity of the unit appeared to be good; however, oil stains were observed on the rack during the VSI. Dates of operation were 1981 to 1999.	RCRA AOC RFA conducted Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 4/21/00)	1
5	18	MWA-16	Inactive. This unit was a covered self-service car wash area (40- by 20-foot concrete pad with one drain) (Structure 106). Wastewater was discharged via a storm drain system to Peters Canyon Channel. The VSI recommended sampling of the receiving storm drain (DSD-05). Same as IASA 26. This site was also incorrectly identified as ST-62. Dates of operation were 1982 to 1988.	RCRA AOC Storm drain sampled as part of the RFA Program Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 10/14/99)	1
5	18	MWA-24	Inactive. The unit is a wash pad located outside of Bldg. 533. The wash pad was used for cleaning small arms. Drainage from this wash pad flowed into O/W SEP-533 (TOW-15). Dates of operation were 1989 to 1999.	RCRA AOC RFA conducted Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 6/22/00)	1

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	18	ST-21A	Closed. This unit (Bldg. 576) was operated by MALS-16 for temporary storage of hazardous waste. Bldg. 576 replaced former storage area ST-21B. Drums containing hazardous waste were located on a 15- by 18-foot concrete pad with a 6-inch concrete containment berm. During the VSI, the integrity of Bldg. 576 (ST-21A) appeared to be good. Wastes formerly stored at this unit included mercury, PD-680, JP-5, distilled petroleum, and cleaning compounds. Dates of operation were 1991 to 1995.	RCRA AOC Assessed as part of IRP-12. AOC not source of contamination at IRP-12 Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 9/24/99)	3
5	18	ST-21B	Closed. This unit (northeast of Bldg. 576) was used for temporary storage of hazardous waste and was operated by MALS-16. The storage area consisted of a plastic liner and sandbag berm. In 1991, this site was demolished and replaced with Bldg. 576 (ST-21A). Wastes formerly stored at this unit included mercury, PD-680, JP-5, distilled petroleum, and cleaning compounds. Dates of operation were unknown to 1991.	RCRA AOC Assessed as part of IRP-12. AOC not source of contamination at IRP-12 Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 9/24/99)	3
5	18	ST-21C	Inactive. This unit (within Bldg. 90 compound) was used for temporary storage of hazardous waste and was operated by MALS-16. The storage area consists of a plastic liner and sandbags over a concrete pad. Wastes formerly stored at this unit included mercury, PD-680, JP-5, distilled petroleum, and cleaning compounds. Dates of operation were unknown to 1999.	RCRA AOC Assessed as part of IRP-12. AOC not source of contamination at IRP-12 Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 2/24/00)	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	18	ST-21D	Inactive. This unit (within Bldg. 90 compound) was used for temporary storage of hazardous waste and was operated by MALS-16. The storage area consists of a plastic liner and sandbags over a concrete pad. Wastes formerly stored at this unit included oil, oily rags, and cleaning compounds. Dates of operation were unknown to 1999.	RCRA AOC Assessed as part of IRP-12. AOC not source of contamination at IRP-12 Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 2/24/00)	4
5	18	ST-21F	Inactive. This unit (within Bldg. 90 compound) was used for temporary storage of hazardous waste and was operated by MALS-16. The storage area consists of a plastic liner and sandbags over a concrete pad. Wastes formerly stored at this unit included oil, oily rags, and cleaning compounds. Dates of operation were unknown to 1999.	RCRA AOC Assessed as part of IRP-12. AOC not source of contamination at IRP-12 Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 2/24/00)	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	18	ST-40 (A-C)	Closed. This unit (Bldg. 578) (ST-40A) was used for temporary storage of hazardous wastes. The unit was divided into two identical subunits, one operated by HMH-363 and the other operated by HMH-462. Wastes were stored in 5- to 55-gallon drums on a fenced concrete slab within a 6-inch containment berm. The fence was about 8 feet high. A catch sump (2 by 2 feet) was located inside each of the subunits to contain any releases. The unit measured 26 by 17 feet. According to the VSI, the overall integrity of the unit was good. Unit ST-40A replaced a dirt area west of Bldg. 578 (ST-40B) and an old temporary storage area operated by HMH-462. Storage area ST-40C consisted of a wooden storage locker and a hazardous materials storage container. These adjacent structures covered an area approximately 13 by 13 feet. Various aerosols and some smaller containers were stored at the units. According to the VSI, the unit did not appear to be equipped with a containment system. Additionally, the soil beneath the storage areas appeared to be stained. Wastes stored in the units included fuel oils, oily rags, and paint thinners. Dates of operation were unknown to 1996.	RCRA AOC Assessed as part of IRP-9. AOC not source of contamination Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 10/31/00)	3
5	18	ST-41 (A, B)	Closed. This unit (Bldg. 580) (ST-41A) was operated by HMH-462 for temporary storage (less than 90 days) of hazardous wastes. The unit was constructed in 1991. Wastes were stored in 5- to 55-gallon drums on a 17- by 22-foot, fenced, concrete slab within a 6-inch containment berm. A catch sump (2 by 2 feet) was located inside the unit to contain any releases. The overall integrity of the unit was good. Prior to construction of ST-41A, a former site (ST-41B), located northeast of Bldg. 580, was used for the same purpose. ST-41B was constructed of a plastic tarp with a sandbag berm. Wastes stored in these units included hydraulic fluid/oil, oily rags, JP-5, and other wastes from metal shops (strippers and waste paints). Dates of operation were 1991 to 1995.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 9/24/99)	3

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	18	ST-43	Inactive. The unit (east of Bldg. 261) was operated by HMH-463 for storage of hazardous materials. Prior to 1991, the unit was operated by HMH-364. Constructed in 1986, the unit consisted of a wooden storage shack with shelves on which 1- to 5-gallon cans were stored. The unit measured 13 by 11 feet. The VSI reported that the unit was crowded with drums, a large number of which were stacked on the floor, and the overall integrity of the unit was poor. No exhaust system was present and ventilation appeared to be poor. The unit was inspected periodically for leaks and spills by a Non-Commissioned Officer for hazardous waste control. Materials stored were typically drums containing cleaning solvents, lubrication oils, and paints. Dates of operation were 1986 to 1996.	RCRA AOC Assessed as part of the ESI for IRP Site 9 Final ESI report: NFA recommended Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete (Letter 12/17/96) Complete Complete Complete (Letter 10/31/00)	3
5	18	ST-44	Inactive. This unit (east of Bldg. 201) was operated by HMM-164 for storage of hazardous materials. The unit was constructed around 1960 and was a 12- by 11-foot steel locker. During the VSI, the overall integrity of the unit appeared to be poor. The unit stored lube/transmission oils and solvents. Dates of operation were 1960 to 1993.	RCRA AOC Assessed as part of the ESI for IRP Site 9 Final ESI report: NFA recommended Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete (Letter 12/17/96) Complete Complete Complete (Letter 10/31/00)	3

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	18	ST-45	Inactive. This unit (Bldg. 263) was operated by HMM-164 and HMM-161 for storage of hazardous materials. It was divided into two identical subunits, one operated by HMM-164 and the other by HMM-161. Constructed in the 1960s, the unit was a concrete shack with shelves on which drums (1- to 10-gallon capacity) containing materials used for maintenance and cleaning substances had been stored. The unit measured 31 by 11 feet overall (each subunit was 15.5 by 11 feet). According to the VSI, the overall integrity of the unit was good. No exhaust system was in place and ventilation appeared to be poor. The materials stored were typically paint thinners, hydraulic fluids, adhesives (resin based), and MEK. Dates of operation were the 1960s to 1995.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 5/18/00)	4
5	18	ST-46	Inactive. This unit (Bldg. 262) was operated by MAMTRADET to store parts and hazardous materials from 1981 until 1994. Constructed in 1981, the unit consisted of a 10- by 20-foot concrete shack. According to the VSI, the overall integrity of the unit was good. No exhaust system was in place and ventilation appeared to be poor. A temporary waste holding area (steel locker) located approximately 67 feet south of the unit, was used to briefly store hazardous wastes before being transferred to a temporary storage unit. Materials typically stored included paint thinners and hydraulic fluids/oils. The building was reactivated in 1996 for storage of non-hazardous materials for basewide investigation activities. Dates of operation were 1981 to 1994, reactivated from 1996 to 1999.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 4/21/00)	1
5	18	ST-54	Removed. This unit (Bldg. 28A) was a 32- by 31-foot concrete building operated by MALS-16. Bldg. 28 was originally built as a boiler for heating Hangar No. 1, Bldg. 28. The unit was most recently used to store empty boxes and flight equipment. Information was not available on previous operations in this building. Two USTs (UST-28 and UST-28A) were previously removed from the site. The integrity of the unit appeared good. O/W SEP-28A (TOW-X2) was located 20 feet west of the unit. Dates of operation were 1942 to 1995.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 9/24/99)	3
5	18	ST-55	Inactive. This unit (Bldg. 40A) was possibly used for temporary storage of cans containing hazardous materials, similar to Bldg. 40B (ST-49). The unit was constructed of concrete in the 1940s. The operator of the unit is not known and no information has been made available. According to the VSI, the integrity of the unit appeared to be good. Dates of operation were the 1940s to 1995.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 4/21/00))	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	18	ST-56	Inactive. This unit (Bldg. 264) was used for storage of hazardous materials. It was divided into two identical subunits, one operated by HMH-363 and the other by HMH-462. The unit was a 10- by 31-foot concrete shack constructed around 1981. Materials were stored on steel shelves. According to the VSI, the integrity of the unit was good. Materials stored in the unit included paints (epoxy, polyurethane base) and associated chemicals (thinners, paint removers, and solvents). Dates of operation were 1981 to 1996.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 4/21/00)	4
5	18	ST-59A	Closed. This unit (Bldg. 579) was operated by HMH-363 for temporary storage (less than 90 days) of hazardous wastes. The unit was constructed in 1991 and replaced ST-59B (Bldg. 100). Wastes were stored in 5- to 55-gallon drums within a fenced area on a 17- by 22-foot concrete slab with a 6-inch containment berm. A catch sump (2 by 2 feet) was located inside the unit to help contain releases. According to the VSI, the overall integrity of the unit was good. Wastes stored in the unit included JP-5, oily rags, solvents, Freon, and polyurethane-based paints. Dates of operation were 1991 to 1995.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 9/24/99)	4
5	18	ST-59B	Demolished. This unit (previously Bldg. 100, east of Bldg. 264) was operated by HMH-363 for temporary storage of hazardous waste. The storage area consisted of a plastic liner with a sandbag berm. In 1991, this site was demolished and replaced with Bldg. 579 (ST-59A). Wastes formerly stored at this unit included JP-5, paint thinner, oily rags, and Freon. Dates of operation were the 1970s to 1991.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 9/24/99)	3
5	18	ST-61	Inactive. This area (northeast of Bldgs. 20A and 71F) is a former hazardous waste storage area operated by MCAS. Furniture was subsequently stored here. In the past, there were three paint lockers on the site containing various waste oils. Materials used in vehicle maintenance were also stored here. Dates of operation were 1975 to 1997.	RCRA AOC Assessed as part of IRP-11 Final ESI report: NFA recommended NFA concurrence	 Complete Complete (12/17/96) Complete (Letter 7/9/98)	3
5	18	ST-62	This site was a former wash area (MWA-16) near Structure 106 that was incorrectly identified as a hazardous materials waste storage unit. The VSI confirmed that no hazardous materials were present.	RCRA AOC (See MWA-16) NFA concurrence	 Complete (Letter 4/22/96)	1

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	18	ST-63	Incorrectly identified during VSI; no hazardous waste was observed (B-71G). According to activity personnel, no hazardous wastes have been stored here in the past. The structure was used for storage of aircraft parts only.	RCRA AOC NFA concurrence	 Complete (Letter 4/22/96)	1
5	18	ST-64	Incorrectly identified in PR/VSI as hazardous materials storage unit. During VSI, no hazardous waste was observed (north of B-203).	RCRA AOC NFA concurrence	 Complete (Letter 4/22/96)	1
5	18	ST-65	During the VSI, no hazardous waste was observed (B-71J). According to activity personnel, no hazardous wastes were stored at the site in the past, only aircraft parts.	RCRA AOC NFA concurrence	 Complete (Letter 4/22/96)	1
5	18	ST-67	Demolished. The former location of Bldg. 63/78 (a Quonset hut placed on bare ground) had been associated with the use and/or disposal of hazardous materials. Solvents were reportedly used in the hut and were disposed on the ground within or outside of the hut. Because the building had been demolished, the former storage/disposal area was subsequently paved with asphalt and used as a parking area. Dates of operation were 1969 to 1972.	CERCLA AOC RFA conducted Final RFA report: NFA recommended for soil; further study recommended for groundwater (Basewide Study) Final RI report: NFA recommended Draft Focused FS for OU-4 Draft Final Focused FS for OU-4 OU-4 RAP/Proposed Plan OU-4 ROD/RAP	 Complete Complete (4/97) Complete (11/97) Complete (11/00) In progress In progress In progress	5

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	18	ST-79	Inactive. This unit (at the southwest corner of Bldg. 173) was used for temporary storage of hazardous material (including hydraulic fluid).	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 2/24/00)	1
5	18	ST-80	Inactive. This unit (at the northwest corner of Bldg. 173) was used for temporary storage of hazardous material (including hydraulic fluid).	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 4/21/00)	1
5	18	ST-83	Inactive. This unit (Bldg. 28, Hangar No. 1) consisted of various rooms located within the hangar that may have been used for hazardous materials and/or hazardous waste storage. Dates of operation are unknown.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 4/8/99)	4
5	18	STD-01	Closed. This unit (Bldg. 248) was operated by MCAS for storage of hazardous wastes for up to 1 year (permitted through RCRA). Divided into six cells, stored wastes were segregated by type and compatibility and stored in drums on wooden pallets. The cells were lined by 6-inch-high berms. A catch sump was located inside the unit to further contain releases. Only wastes in sound containers were accepted in this unit. Wastes generated during maintenance and cleaning operations from the entire station and classified as hazardous wastes were stored in this unit. The wastes typically included used cleaning compounds, antifreeze, Freon, aerosol, and oily rags. Dates of operation were 1984 to 1993.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 4/18/96) (Letter 11/10/99)	1

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	18	TOW-13	Removed. This 1,000-gallon steel underground O/W SEP-183 was located along the north side of Bldg. 183 and was operated by Aircraft Rescue and Fire Fighting. TOW-13 was connected to a 1,000-gallon UST (UST-183A) used for storing separated waste oil prior to off-site disposal. Wastewater was generated in the adjacent wash area MWA-14. The O/W SEP had no alarm to indicate release, but was monitored every 2 weeks to prevent overflow. Prior to construction of this O/W SEP, an old sand trap type O/W SEP was used and the water was discharged directly to the storm drain. Dates of operation were 1988 to 1999.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 4/21/00)	4
5	18	TOW-15	Inactive. This three-compartment, 750-gallon steel underground O/W SEP-533 was located in the northwest corner of Bldg. 533 and was used by MAG-16. TOW-15 was used for separating oil and wastewater generated from washing and degreasing the mechanical equipment in Bldg. 533 and small arms cleaning on wash pad MWA-24. According to the O/W SEP Survey, the waste oil was pumped out, and the wastewater was discharged to a storm drain catch basin. Dates of operation were 1989 to 1999.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence		

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	22	ST-58	Inactive. This site was the Main Exchange Service Station (B-222). During the VSI, no hazardous wastes were stored here. Dates of operation were 1974.	RCRA AOC VSI conducted NFA concurrence	 Complete Complete (Letter 4/22/96)	1
5	24	AMS-06	A 40-foot diameter dark spot, 30 feet southeast of Berry Road (between Berry Road and Bldg. 90), was identified in an aerial photograph dated February 28, 1963. No stains were observed and the Addendum to the revised PR/draft VSI report concluded that no hazardous wastes were stored or released from the site. The area is currently an old, damaged parking lot.	RCRA AOC No site visit conducted NFA concurrence	 Complete Complete (Letter 9/16/96)	1
5	24	DSD-06	This site includes only a channel adjacent to IRP-13E, which receives drainage from MWA-17, an asphalt wash area with no O/W SEP. The channel discharged to a subsurface storm drain that connects to IRP-5N. Dates of operation were the 1940s to present.	RCRA AOC RFA conducted Final RI report: site not within footprint of IRP site Closure by RAC under RCRA NFA concurrence	 Complete Complete (11/97) Complete Complete (Letter 1/21/98)	3
5	24	MAE-4	Demolished. During the VSI, this unit was an automotive paint booth in Bldg. 98 operated by MWR. The booth was reportedly used only about ten times a year for small painting tasks. The unit was reported to be a 3-year old ,15- by 33-foot steel-framed structure. Hazardous releases (air emissions) were restricted by use of a modified ventilation system that filtered outgoing air before discharge to the atmosphere. The overall integrity was poor. No certification for operation by an industrial hygienist or permission to operate by SCAQMD was found. The booth also housed a waste oil sump of unknown capacity. During an O/W SEP survey, O/W SEP-98 (TOW-X7) was identified inside the paint booth which appeared to be abandoned. Because the integrity of the unit was poor, the VSI recommended demolition, with investigation in the vicinity for possible waste discharges. Dates of operation are unknown.	CERCLA AOC Assessed as part of IRP-13W Demolished as part of remedy at IRP-13W Closure report Draft Final Focused FS for OU-4 OU-4 RAP/Proposed Plan OU-4 ROD/RAP	 Complete Complete Complete In progress In progress In progress	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	24	MDA-06	Review of aerial photographs indicated the area just to the south of IRP-13E may have been used to store drums of waste liquids. Dates of operation are unknown.	RCRA AOC RFA conducted Final RFA report: soil removal by RAC recommended Closure by RAC under RCRA Closure report NFA concurrence	 Complete Complete (4/97) Complete Complete Complete (Letter 12/9/99)	4
5	24	MDA-10	Review of aerial photographs indicated the area just to the west of IRP-13E may have been used to store drums of waste liquids. Dates of operation are unknown.	RCRA AOC RFA conducted Final RFA report: soil removal by RAC recommended Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete Complete Complete (Letter 10/14/99)	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	24	MWA-17	Inactive. This wash rack, located south of Bldg. 53, was installed in the 1940s. The unit was used for washing vehicles. The wash rack drained through a 12-inch-diameter pipe below the grill. The pipe was connected to the storm drain and the wastewater was discharged directly into Peters Canyon Channel. No O/W SEP was associated with this wash rack. The overall integrity of the unit appeared to be good. Dates of operation were the 1940s to 1996.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 10/14/99)	3
5	24	ST-14 (A-C)	Demolished unit ST-14A (Bldg. 575) was operated by MWSS-374 for temporary storage (less than 90 days) of drums containing hazardous waste. The unit was constructed in 1991 at the location of an older demolished site (ST-14B). Unit ST-14A was later relocated to unit ST-14C northeast of Bldg. 47T. The unit stored wastes produced as a result of operating electrical generators. Drums were stored on a 21- by 18-foot fenced concrete pad (with sump) within a 6-inch containment berm. Integrity of the unit appeared good. The former storage unit (ST-14B) was a plastic liner with a sandbag berm. Unit ST-14A (Bldg. 575) was demolished as part of the remedial actions at IRP-13W. Wastes formerly stored at this unit included paint thinners, solvents, oily rags, used oil, batteries, absorbents, filters, iodine, used mogas, and spray cans. Dates of operation were 1991 to 1997.	CERCLA AOC Assessed as part of IRP-13W Final RI report: Closure activities conducted as part of the remedy for IRP-13W IRP-13W closure report: NFA recommended Draft Final Focused FS for OU-4 OU-4 RAP/Proposed Plan OU-4 ROD/RAP	 Complete Complete (11/97) Complete In progress In progress In progress	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	24	ST-15	Demolished. This unit (west of Bldg. 575) was operated by MWSS-374 for temporary storage of drummed hazardous materials used to maintain and clean generators, including 90-weight oil, 30-weight oil, antifreeze, diesel, mogas, Freon 12 and 22, lubricant oil, and detergents. Drums were stored on a plastic liner bermed with sandbags. The VSI reported the integrity of the unit to be fair. The storage unit was demolished as part of the remedial actions at IRP-13W. Dates of operation were unknown to 1995.	CERCLA AOC Assessed as part of IRP-13W Final RI report: Demolished as part of the remedy for IRP-13W IRP-13W closure report: NFA recommended Draft Final Focused FS for OU-4 OU-4 RAP/Proposed Plan OU-4 ROD/RAP	 Complete Complete (11/97) Complete In progress In progress In progress	4
5	24	ST-21E	Demolished. This unit (northeast of Bldg. 247), operated by Bulk Fuel Supply, was used for temporary storage of hazardous waste. The storage area consisted of one or two 55-gallon drums with no secondary containment. In 1991, storage at this site was discontinued. Wastes formerly stored at this unit included JP-5 generated from the testing of fuel in the associated ASTs. Dates of operation were unknown to 1991.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 2/24/00)	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	24,40	ST-72A	Inactive. This unit (Bldg. 16) is located in the former GSE yard and was originally constructed in 1942 as a garage. The unit housed administrative functions, but operated as a garage for most of its history. A hoist lift with an underlying pit is still present in the building. Cleaning solvent was reportedly used (for degreasing properties) to wash down floors. Waste solvent was likely washed to storm drains or to the ground outside the building. Biodegradable soaps had replaced the solvents by 1985. The overall integrity of the area was fair, with cracks and stains visible on the concrete. Oil and grease from vehicle maintenance operations and hydraulic fluid were generated through daily operations. The quantity of oil was unknown, as were the quantities and kinds of cleaning solvents used on the floors. Dates of operation were 1942 to 1997.	RCRA AOC		4
				RFA conducted	Complete	
				Final RFA report: NFA recommended for soil; further study recommended for groundwater (Basewide Study)	Complete (4/97)	
				Final RI report: ST-72 identified as the probable source of 1,2,3-TCP groundwater contamination at IRP-13S	Complete (11/97)	
				No 1,2,3-TCP identified in the soil samples collected within Bldg. 16 during the RI or during subsequent closure activities by the RAC. ST-72A not a source of groundwater contamination.	Complete	
				Closure by RAC under RCRA	Complete	
				Closure report: NFA recommended	Complete	
				NFA concurrence	Complete (Letter 2/22/01)	

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	24,40	ST-72B (MWA-23)	Demolished. This unit (Bldg. 50) was located in the former GSE yard originally constructed in 1942 as a lubrication facility. The IAS identified the unit as a vehicle maintenance facility reportedly used between the mid-1960s and the mid-1970s. A steam wash rack was reportedly installed on the south side of the building in 1979. The VSI found no evidence of a wash rack (MWA-23). The unit was demolished in 1982 and the area was subsequently paved over and used as a parking lot. The unit consisted of a 40- by 47-foot concrete pad with the remains of a hydraulic lift in the middle. The VSI reported that the sumps were filled with sediment and appeared to be stained. No sumps were visible. No records indicate whether the sumps were removed via excavation or left in-place. During closure by the RAC in 1999, the concrete pad was removed, as were the remains of two hydraulic lifts and a concrete vault found beneath the pad. The overall integrity of the area was fair, with cracks and stains visible on the concrete. Oil and grease from vehicle maintenance operations and hydraulic fluid were generated through daily operations. The quantity of oil was unknown, as were the quantities and kinds of cleaning solvents used on the floors. Dates of operation were 1942 to 1982.	CERCLA AOC RFA conducted Final RFA report: NFA recommended for soil; further study recommended for groundwater (Basewide Study) Final RI report: ST-72 identified as the probable source of 1,2,3-TCP groundwater contamination at IRP-13S Closure activities conducted by RAC included excavation of hydrocarbon-contaminated soil. Excavation included part of 1,2,3-TCP soil contamination area between ST-72A and ST-72B identified previously during the RI. No 1,2,3-TCP reported in post excavation confirmation samples. Although ST-72B is no longer considered a source, it may have been a source of the 1,2,3-TCP groundwater contamination at one time.	 Complete Complete (4/97) Complete (11/97)

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	24,40	ST-72B (Continued)	Continued.	Continued: Tech memo describing closure activities prepared by RAC Closure under CERCLA as part of OU-1A OU-1A RAP/Proposed Plan OU-1A ROD/RAP	Continued: Complete (6/22/01) In progress In progress In progress	6
5	24	TOW-16	No O/W SEP was present at MWA-18. The O/W SEP Survey conducted in 1993 concluded that the wash pad near Bldg. No. 47 discharged to a small storm drain catch basin and not to an O/W SEP. Although the PR/VSI report indicated a concrete, underground O/W SEP was installed in 1942 (the year MCAS Tustin was constructed), no information was available on the capacity and/or design of the system. A field inspection was unable to identify the underground structure. Finally, as documented in the RFA draft final Sampling Visit Work Plan, it was determined that TOW-16 did not exist. Wash area MWA-18 drained directly to the underground storm drain system (DSD-7) near Bldg. 47.	RCRA AOC NFA concurrence	 Complete (Letter 9/16/96)	1
5	24	TOW-X7	Removed. This less than 100-gallon O/W SEP (SEP-98) was located at the center of Bldg. 918 (paint booth MAE-4, demolished). Dates of operation were 1954 to 1995.	CERCLA AOC Assessed as part of IRP-13W Final RI report: Removed as part of IRP-13W remedy; NFA recommended Draft Final Focused FS for OU-4 OU-4 RAP/Proposed Plan OU-4 ROD/RAP	 Complete Complete (11/97) In progress In progress In progress	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	40	DSD-02	Storm drainage connected to O/W SEP-206 which received wash water from MWA-9 (demolished Bldg. 206), a wash area located on the parking apron. Drainage eventually flowed via culvert to IRP-5N and 5S. Integrity of parking apron and the underground storm drain system should not be disturbed. Dates of operation were 1940s to present.	RCRA AOC RFA conducted Final RFA report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 7/24/97)	3
5	40	DSD-07	Storm drainage for MWA-18, an inactive concrete wash area (no O/W SEP) with drainage to the underground storm drain system. Small generators were washed at this site. Drain system routed discharge to IRP-5N. Dates of operation were 1940s to 1995. Adjacent to DSD-7 is a small, square concrete catch basin. The basin was installed in the early 1940s. The dimensions of the basin are 3 feet wide by 3 feet long and 1.5 feet deep. The approximate volume is 100 gallons. The basin has two inlets; a 3-inch PVC pipe that originates from the north (Building 16) and a 3-inch transite pipe that originates from the east (Building 47). The basin has no outlets and material within the basin was directly removed from the top. Upon inspection, the top of basin was covered with vegetation and there was no liquid contents.	RCRA AOC RFA conducted Final RFA report: soil removal recommended Closure by RAC under RCRA	 Complete Ongoing investigation	6
5	40	MWA-09	Inactive. This wash area was operated by MWSS-374 to wash helicopters. The unit was a 50- by 50-foot portion of the concrete apron (Apron No. 1) sloped toward a drain (DSD-2). The drain connected to O/W SEP-206 (TOW-21), which then discharged to IRP-5N. Dates of operation were1950 to 1970.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 10/14/99)	3

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
5	24,40	MWA-18	Inactive. This wash area located southwest of B-47 was installed in the 1940s. It was used for washing small generators. The unit consisted of a 50- by 56-foot concrete pad sloped toward a drain. No O/W SEP was connected to this wash rack. About 10 small generators were washed at a time for about 2 hours per week. Numerous cracks were observed in the unit and the overall integrity appeared to be poor. Dates of operation were 1940s to 1995.	CERCLA AOC AOC within footprint of IRP-13S Final RI report: AOC within footprint of TCE groundwater and soil contamination, considered probable TCE source area Closure under CERCLA as part of OU-1A OU-1A RAP/Proposed Plan OU-1A ROD/RAP	 Complete Complete (11/97) In progress In progress In progress	6
5	18,40	ST-23	Closed. This unit (Bldg. 577) consisted of two attached storage units and was operated by HMM-164 and HMM-161 for temporary storage (less than 90 days) of hazardous waste. This unit was constructed in 1991. Drums containing hazardous wastes were stored on two 17- by 27-foot fenced concrete pads (with a sump) within a 6-inch containment berm. The integrity of the entire unit appeared to be good. Wastes formerly stored at this unit included hydraulic oil, used JP-5 fuel, absorbents, Freon, and contaminated rags. Dates of operation were 1991 to 1995.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 9/24/99)	4
5	40	ST-47A	Demolished. This unit (Bldg. 206) was operated by HMM-164 for temporary storage of hazardous materials. Constructed around 1980, the unit consisted of a 20- by 11-foot wood and aluminum locker used to store cans containing hazardous flammable materials for maintenance of helicopters and GSE. Integrity of the unit appeared to be good during the VSI. Materials formerly stored at this unit included lubricating oil, grease, transmission oil, brake fluid, and hydraulic fluids. Dates of operation were 1980 to 1992.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 10/31/00)	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
5	40	ST-47B	Inactive. This unit was the former storage locker for hazardous material storage (ST-47A). It was located south of Bldg. 206 (dirt depression). Materials formerly stored at this unit included lubricating oil, grease, transmission oil, brake fluid, and hydraulic fluids. Dates of operation were prior to 1980.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 10/31/00)	4
5	18,40	TOW-21	Removed. This 84-gallon concrete and steel O/W SEP (SEP-206) was located near the corner of the tarmac south of demolished Bldg. 206. TOW-21 received wash water from MWA-9 and discharged to drainage areas IRP-5N and 5S through the underground storm drain system (DSD-2). Dates of operation were unknown to 1999.	RCRA AOC AOC within footprint of IRP-13S groundwater TCP plum. However, AOC not a groundwater contamination source Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 5/18/00)	4
5	40	TOW-X1	Removed. This 300-gallon concrete O/W SEP (SEP-27) was located near the northwest corner of Bldg. 27. The O/W SEP received drainage from the interior floor drains in Bldg. 27 with discharge to the sanitary sewer system. No monitoring/leak detection devices were observed and TOW-X1 was not connected to a UST. Dates of operation are unknown.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 12/9/99)	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
6	16	AMS-02B	Stains were identified north and south of the west end of Hangar No. 29 in an aerial photograph dated February 1953. The area identified in the aerial photograph was covered by asphalt at the time of the inspection. No evidence of staining was identified during the inspection, but discoloration was noticed along the boundary of the tarmac. Some cracking of the asphalt was noticed on the surface of the tarmac.	RCRA AOC No site visit conducted NFA concurrence for AMS-02 (comprised of AMS-02A,B)	Complete (Letter 4/22/96)	1
6	16	AMS-04	Stains were identified 275 feet from the south side of Hangar No. 29 in an aerial photograph dated February 1953. Photographs taken after 1953 are not focused enough for identification of the stains. The unpaved area was adjacent to Summit Road and an aircraft landing apron was located south of the road. No evidence of staining was identified during the inspection. The Second Addendum to the revised PR/Draft VSI identified an extension to this AOC (an area located between the northwest ends of Summit Road and Dunn Street used to clean aircraft with hoses from nearby line shacks). The area was 20 to 30 feet off the edge of the main apron. A recent aerial photograph indicated there was no surface expression of the AMS-4 extension.	RCRA AOC RFA conducted Final RFA report: NFA recommended NFA concurrence	Complete Complete (4/97) Complete (Letter 7/24/97)	3
6	16	AMS-11	Liquid stains running north from Bldg. 186 near Hangar 29 to a drain inlet were identified in an aerial photograph dated December 1976. Asphalt and concrete covered the areas during the inspection. No stains other than those caused by water were noted during the VSI, and these stains are still visible in recent aerial photographs. The VSI noted that during heavy rains, the drains backed up because the drainage system was not allowed to discharge to the storm drain channel. This site was located in an area of heavy equipment operations and maintenance, and a number of buildings/units have been identified as AOCs. Dates of operation are unknown.	RCRA AOC RFA conducted Final RFA report: NFA recommended NFA concurrence	Complete Complete (4/97) Complete (Letter 7/24/97)	3

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
6	16	AS-8	An open area 130 feet south of the east end of Hangar No. 29 containing 55-gallon drums was identified in an aerial photograph dated December 9, 1976. Most of the photographs dated prior to 1988 show this area. This AOC (Bldg. 588) was subsequently covered by dry grass. No evidence of storage or a release was identified during the VSI. A fenced storage unit 120 feet south of the AOC had reportedly replaced the open storage area. That unit was north of Summit Road, adjacent to Aircraft Parking Apron No. 3. Dates of operation are unknown.	CERCLA AOC		3
				RFA conducted	Complete	
				Final RFA report: NFA recommended for soil; further study recommended for groundwater (Basewide Study)	Complete (4/97)	
				Final RI report: NFA recommended	Complete (11/97)	
				OU-2 RAP/Proposed Plan: NFA	Complete	
				OU-2 ROD/RAP: NFA	Complete (ROD 9/28/00)	
6	16	MAE-05 (formerly ST-73)	Inactive. This former spray paint booth in Bldg. 187 was reportedly converted to a classroom in 1988-1989. The steel frame unit was operated by MWSS-374. Hazardous releases (air emissions) were restricted by use of a modified ventilation system that filtered outgoing air before it was discharged to the atmosphere. The filter integrity was questionable. The structural integrity of the unit was good. No information was available as to certification/permission for operating the unit during its operational period. The CERFA EBS documented the unit as ST-73 and MAE-4 (later split into MAE-4 and MAE-4A). Dates of operation were unknown to 1993.	RCRA AOC		1
				NFA received for alias names (i.e. MAE-4A and ST-73)	Complete (Letter 9/24/96)	
				Closure by RAC under RCRA	Complete	
				Closure report	Complete	
				NFA concurrence	Complete (Letter 12/9/99)	
6	16	MDA-01	Site was a strip of land approximately 12 feet wide and 1,300 feet long between Summit Road and Parking Apron No. 3 (extending the length of the parking apron) that was used for Flight Line fluid dumping during the 1970s and 1980s. Identified in the Second Addendum to revised PR/Draft VSI (Site 12). Dates of operation were 1970s to 1980s.	RCRA AOC		3
				RFA conducted	Complete	
				Final RFA report: NFA recommended	Complete (4/97)	
				NFA concurrence	Complete (Letter 7/24/97)	

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
6	16	MGR-02	Inactive. This unit (Structure 149) was a metal ramp located between Bldgs. 186 and 187 that was operated by MWSS-374 as a grease rack for changing oil/fluids in motor vehicles. The revised PR/Draft VSI report identified this grease rack in conjunction with a 1,900-gallon above ground storage tank (SAT-8), and a temporary storage area for hazardous waste (ST-19) from the grease rack. The tank was removed in 1992, and a closure report is in progress for the temporary storage unit (ST-19). Waste oil and fluids were collected in drums and transported to temporary storage (less than 90 days) prior to shipment to El Toro for recycling. The VSI noted that oil stains were visible at the end of the grease rack at the former location of the tank. The Station Engineer noted that the entire area encompassing the grease rack was used for storage of hazardous waste from vehicle maintenance since the 1960s. Two temporary storage units (less than 90 days) were located nearby (Bldg. 589 [ST-18] and Bldg. 596 [ST-20]). The VSI recommended no further action at this site. The amount of visible release (stains) was limited, as were the migration pathways. Additionally, adjacent areas were the subject of RFA sampling visits. Dates of operation were 1960s to 1999.	RCRA AOC VSI conducted in December 1995 Closure by RAC under RCRA NFA concurrence	 Complete Complete Complete (Letter 4/21/00)	1
6	16	MMS-03 (formerly IRP-4)	This site was a bowser used for the disposal of hydraulic fluid, dry cleaning solvent, and Freon during the 1970s. Excess amounts were poured on the ground. The site was subsequently covered with asphalt and used as a parking lot. Dates of operation are unknown.	RCRA AOC ESI conducted Final ESI report: NFA recommended NFA concurrence	 Complete Complete (Letter 12/17/96) Complete (Letter 7/24/97)	3

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
6	16	MWA-07	Inactive. This wash pad (Structure 233) operated by MWSS-374 for cleaning vehicles. The wash area consisted of a 55- by 40-foot concrete pad sloped toward a drain. Oily water flowed through the drain into O/W SEP-186 [1] (TOW-8A), which discharged water to the sanitary sewer system. The integrity of the concrete pad appeared to be good, but the surrounding asphalt was in poor condition. The wash area was formerly a fueling area with a center island that has since been decommissioned. Dates of operation were unknown to 1999.	RCRA AOC RFA conducted Final RFA report: NFA recommended for soil; further study recommended for groundwater (Basewide Study) Final RI report: NFA recommended RFA conducted Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete (4/97) Complete (11/97) Complete Complete Complete Complete (Letter 4/21/00)	3
6	16	MWA-08	Inactive. This unit was part of the wash area south of Bldg. 507 operated by MWSS-374 for cleaning vehicles. The wash area consisted of asphalt pavement sloped toward a drain. The VSI reported that oily water flowed through the drain into O/W SEP-186 [1] (TOW-8A), which discharged through the sanitary sewer system. However, review of the drain system indicates this unit discharged into a catch basin to the storm drain system. The integrity of the asphalt pad appeared to be poor. Dates of operation were unknown to 1996.	RCRA AOC RFA conducted Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 4/21/00)	3

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
6	16	ST-18A	Inactive. This unit (Bldg. 589), located west of Bldgs. 186 and 187, operated by MWSS-374 for temporary storage (less than 90 days) of hazardous waste. It was constructed in 1991. Drums containing hazardous waste were located on a 17- by 21-foot, fenced concrete pad (with a sump) within a 6-inch containment berm. The integrity of the unit appeared good. Stored wastes formerly included contaminated absorbent oil, used fuel oil, used antifreeze, filters, and oily rags. Dates of operation were 1991 to 1999.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 4/21/00)	1
6	16	ST-18B	Inactive. This is the former temporary storage area for hazardous waste (ST-18A). It consisted of a plastic liner and a sandbag berm, located at the east edge of Bldg. 186. In 1995, the unit was being used a welding shop and scrap metal storage area. Stored wastes formerly included contaminated absorbent oil, used fuel oil, used antifreeze, filters, and oily rags. Dates of operation were 1995 to 1999.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 1/18/01)	4
6	16	ST-18C	Inactive. This paved area was investigated as a possible former temporary storage area for hazardous waste (ST-18A) located east of Bldg. 186 in the corner of the lot. Stored wastes formerly included contaminated absorbent oil, used fuel oil, used antifreeze, filters, and oily rags. Dates of operation were 1991 to 1995.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 9/24/99)	1
6	16	ST-19	Inactive. This unit (south of Bldg. 186) was a waste oil drum storage area for a vehicle grease rack. The unit was operated by MWSS-374 for temporary storage (less than 90 days) of hazardous waste. Until 1989, vehicle oil changes were conducted on the rack. After 1989, oil changes took place next to the rack. Absorbents to contain spills surrounded this unit. Dates of operation were 1960 to 1999.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 1/18/01)	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
6	16	ST-20A	Inactive. This unit (Bldg. 596) consists of a former hazardous material storage area and a steel locker behind Bldg. 186. It was built in 1992 and operated by MWSS-374 and consists of a concrete pad (with a sump) within a 6-inch berm. At the time of the VSI, the integrity of the locker appeared to be poor and Bldg. 596 stored several 55-gallon drums of gear oil and engine oil, two pallets of approximately 1-liter plastic containers of sulfuric acid and miscellaneous other containers of unknown contents and volumes. The locker stored lubricant oil used in servicing the vehicles in Bldg. 186. Dates of operation were 1992 to 1998.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 1/18/01)	4
6	16	ST-20B	Inactive. This former unit consisted of a plastic liner surrounded by sandbags partially beneath ST-20A. At the time of the VSI, the integrity appeared to be poor. Stored hazardous materials included gear oil, engine oil, sulfuric acid, and other unknown materials. Dates of operation were prior to 1992.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 1/18/01)	4
6	16	ST-37A	Closed. This unit (Bldg. 588) was operated by MALS-16 for temporary storage of hazardous wastes. The unit was constructed in 1991. Wastes were stored in 5- to 55-gallon drums on a 16- by 17-foot, fenced concrete slab within a 6-inch containment berm. A catch sump (2 by 2 feet) was located inside the unit to contain further releases. Wastes formerly stored at this unit included used cleaning compounds, antifreeze, Freon, and oily rags. Dates of operation were 1991 to 1995.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 9/24/99)	4
6	16	ST-37B	Inactive. This unit consisted of a concrete pad located north of Bldg. 588. Wastes formerly stored at this unit may have included used cleaning compounds, antifreeze, Freon, and oily rags. Dates of operation were 1991 to 1995.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 5/18/00)	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
6	16	ST-38A	Closed. This unit (Bldg. 587) was operated by HMT-301 for temporary storage (less than 90 days) of hazardous waste. The unit was constructed in 1991. Wastes were stored in 5- to 55-gallon drums within an 18- by 22-foot, fenced concrete slab with a 6-inch containment berm. A catch sump (2 by 2 feet) was located inside the unit to contain releases. The overall integrity of the unit was good. Wastes formerly stored at this unit included hydraulic fluids, JP-5, oily rags, and polyurethane-based paints. Dates of operation were 1991 to 1995.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 9/24/99)	3
6	16	ST-38B	Inactive. This is the former site for temporary storage of hazardous waste (ST-38A). It consisted of a dirt area south of Bldg. 266. Wastes formerly stored at this unit included hydraulic fluids, JP-5, oily rags, and polyurethane-based paints. Dates of operation were prior to 1991.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 9/24/99)	3
6	16	ST-39	Inactive. This unit (Bldg. 266) was operated by HMT-301 for storage of hazardous materials. The unit was constructed in 1986 and consisted of an 18- by 30-foot roof-covered cinder block building on a concrete slab. The building was divided into two sections each accessed by a metal door with a lock and operated by HMT-201 and HMT-302. According to the VSI, overall integrity of the unit was good. Hazardous materials stored in the unit included paints, thinners, solvents, and lube oils. Dates of operation were 1986 to 1996.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 5/18/00)	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
6	16	ST-48	Closed. This unit (Bldg. 265) was a concrete locker constructed around 1980, operated by HMM-268 for temporary storage of hazardous materials. The locker was divided into two subunits. One unit was operated by HMM-268 and contained 12-ounce to 10-gallon cans of hazardous flammable materials. The VSI reported the integrity of the storage unit appeared to be good. The other identical subunit, which had been operated by HMM-166, was empty at the time of the VSI. Material formerly stored in the unit included lubricating oil, polyurethane paints, thinners, corrosion prevention compounds, lacquers, and solvents. Dates of operation were 1980 to 1995.	RCRA AOC Assessed as part of IRP-3 Final RI report: AOC within footprint of TCE-contaminated soil Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete (11/97) Complete Complete Complete (Letter 1/18/01)	4
6	16	ST-49	Inactive. This unit (Bldg. 40B) was operated by MALS-16 for temporary storage of hazardous materials. The 15- by 15-foot unit was constructed of concrete in the 1940s and stored cans of hazardous materials used in the adjacent hangar. The integrity of the storage area was good. Materials stored in the unit included lubricating oil, propellant, epoxy paint, polyurethane-based paints, enamel, and mask filters. Dates of operation were 1940s to 1996.	RCRA AOC Assessed as part of IRP-3. AOC not source of contamination at IRP-3 Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 1/18/01)	4
6	16	ST-50	Inactive. This unit (Bldg. 29A) was a 32- by 33-foot concrete building operated by MALS-16. Bldg. 29A was originally built as a boiler for heating Hangar 2 (Bldg. 29). The unit was most recently used for storage of empty boxes and flight equipment. UST-29A (removed) and O/W SEP-29A (TOW-X4, inactive) are/were located adjacent to Bldg. 29A. According to the VSI, the integrity of the unit appeared to be good. This unit was identified as Bldg. 29 in the PR report. Dates of operation were 1960s to 1995.	RCRA AOC Closure by RAC under RCRA Closure report NFA concurrence	 Complete Complete Complete (Letter 1/18/01)	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
6	16	ST-51	Inactive. This unit (Bldg. 174) was operated by MALS-16 for storage of materials and welding equipment. The concrete unit measured 50 by 22 feet and was subdivided into three subunits (A, B, and C). Each of the subunits measured 20 by 12 feet. Subunit A was a welding shop until June 1991 that was subsequently used to store miscellaneous items (stationery, hoses, etc.). Subunit B had been an office area but was abandoned when inspected. Subunit C had been used as a spraying booth and before that as a battery shop. It was subsequently used for storage of welding and other equipment. Abandoned O/W SEP-174 (TOW-X3) was located adjacent to subunit C. Subunits A and C were fitted with ventilation systems. The system in subunit C was used to filter outgoing air. It reportedly had been a permitted paint booth. No sumps, drains, or berms were located inside any of the subunits. According to the VSI the overall integrity of the unit was good. Dates of operation were 1980s to 1995.	RCRA AOC Assessed as part of IRP-3 Final RI report: AOC within footprint of TCE-contaminated soil Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete (11/97) Complete Complete Complete (Letter 2/22/01)	4
6	16	ST-52	Inactive. This unit (Bldg. 175) was operated by MALS-16 for storage of hazardous materials. Constructed around 1980, the unit (concrete) was abandoned and contains discarded wooden and steel parts. The unit measured 22 by 16 feet. It was formerly used as a paint booth. At the time of the VSI, it was being used to store aircraft parts and equipment. A steel locker (27 by 15 feet) was located adjacent to the unit. No ventilation system could be identified in the former paint booth, and the unit was not equipped with containment. According to the VSI, the overall integrity of the unit and the steel locker was fair. In addition, a 360-gallon concrete O/W SEP-175 was located at the southwest corner of Bldg. 175. This O/W SEP was not connected to a UST. Date of operation was 1980.	RCRA AOC Assessed as part of IRP-3. AOC not source of contamination at IRP-3 Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete Complete (Letter 1/18/01)	4
6	16	ST-71	A waste disposal area was reportedly present at B-62B. The IAS recommended NFA at the site. The location of the site was not determined during the VSI and no evidence of releases was identified near MMS-3.	RCRA AOC NFA concurrence	 Complete (Letter 4/22/96)	1

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
6	16	ST-84	Closed. This unit (Bldg. 29, Hangar No. 2) consisted of various rooms located within the hangar that may have been used for hazardous materials and/or hazardous waste storage. Dates of operation are unknown.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 6/13/97)	4
6	16	ST-87	Closed. This unit (Bldg. 186) consisted of various rooms located within the hangar that may have been used or hazardous materials and/or hazardous waste storage. Dates of operation unknown.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 1/18/01)	1
6	16	TOW-08A	Removed. This underground 390-gallon, three-stage concrete O/W SEP (SEP-186 [1]) was located near Bldg. 186 and was used by MWSS-374. This unit discharged to TOW-8B (SEP-186 [2]) located south of Bldg. 186. Dates of operation were 1970 to 1999.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 4/21/00)	4
6	16	TOW-08B	Removed. This underground 390-gallon, three-stage concrete O/W SEP (SEP-186 [2]) was located near Bldg. 186 and was used by MWSS-374. This unit received discharge from TOW-8A (SEP-186 [1]). This unit discharged to the sanitary sewer. Runoff did not enter this O/W SEP unless the water source for TOW-8A triggered the electric valves. An underground waste oil tank (UST-186D) was associated with this unit. Dates of operation were 1970 to 1999.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 4/21/00)	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
6	16	TOW-X3	Inactive. This 300-gallon concrete O/W SEP (SEP-174) was located at the southeast corner of Bldg. 174. Bldg. 174 formerly contained a welding shop and a spraying booth later converted to a battery shop. According to the O/W SEP Survey, TOW-X3 may have previously been used as a wash rack with discharge to the sanitary sewer. No monitoring/leak detection devices were observed and TOW-X3 was not connected to a UST. Dates of operation are unknown.	CERCLA AOC Assessed as part of IRP-3 Final RI report: AOC is a source of TCE soil and groundwater contamination Closure under CERCLA as part of OU-1B OU-1B RAP/Proposed Plan OU-1B ROD/RAP	 Complete Complete (11/97) In progress In progress In progress	6

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
6	16	TOW-X4	Removed. This 350-gallon concrete O/W SEP (SEP-29A) was located west of Bldg. 29A. Constructed in 1942, initial engineering drawings showing the O/W SEP indicate that the unit discharged to a dry well. According to the O/W SEP Survey, TOW-X4 historically received blowdown waste from boilers, with discharge channeled to a drainage ditch. No monitoring or leak detection devices were observed and TOW-X4 was not connected to a UST. Dates of operation were 1942 to 1949.	CERCLA AOC Assessed as part of IRP-3 Final RI report: AOC is a source of TCE soil and groundwater contamination Following O/W SEP removal by the RAC, contaminated soil was excavated to concentrations below the residential Preliminary Remediation Goals. Residual TCE concentrations in soil are below levels that pose an unacceptable risk to human health, but residual TCE in soil may represent a threat to groundwater under certain pumping conditions Tech memo describing TOW-X4 closure activities prepared by RAC Closure under CERCLA as part of OU-1B OU-1B RAP/Proposed Plan OU-1B ROD/RAP	6 Complete Complete (11/97) Complete Complete (6/22/010 In progress In progress In progress

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
6	16	TOW-X5	Incorrectly identified as an O/W SEP. Unit was a diversion valve for hydrocarbons located between TOW-8A and TOW-8B (SEP-186 [1] and SEP-186 [2]).	RCRA AOC NFA concurrence	 Compete (Letter 9/16/96)	1
6	16	TOW-X8	Inactive. This 360-gallon concrete O/W SEP (SEP-175) was located at the southwestern corner of Bldg. 175. TOW-X8 was not connected to a UST. Dates of operation were 1967 to 1999.	RCRA AOC Assessed as part of IRP-3 Final RI report: AOC not a source of contamination at IRP-3 Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete (11/97) Complete Complete Complete (Letter 12/9/99)	4
7	16	DSD-1	See IRP-5N. This site was identified as IRP-5N in the IAS process. Storm runoff is collected through a system of concrete sewer lines (12 to 72 inches in diameter) and open concrete-lined ditches that discharge to Peter's Canyon Channel. These channels are tributaries of San Diego Creek, which drains into upper Newport Bay. Dates of operation are unknown.	CERCLA AOC Assessed as part of IRP-5N IRP-5 (OU-4) ROD/RAP	 In progress	

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
7	16	MMS-01	In December 1989, approximately 3,000 gallons of JP-5 were released from a refueling truck near Bldg. 562. The fuel reportedly flowed across an asphalt parking lot in two directions, reaching an unpaved dirt area to the north and entering a storm drain to the south. The storm drain discharged the release to an open drainage area southeast of Bldg. 185. Facility personnel were able to contain the fuel within the upper 20 feet of the drainage channel using absorbent booms. The fuel was removed with a vacuum truck and disposal off-site. The contaminated soil was reportedly excavated and disposed off-site.	CERCLA AOC RFA conducted Final RFA report: NFA recommended for soil; further study recommended for groundwater (Basewide Study) Final RI report: NFA recommended OU-2 RAP/Proposed Plan: NFA OU-2 ROD/RAP: NFA	 Complete Complete (4/97) Complete (11/97) Complete Complete (ROD 9/28/00)	3
7	16	ST-16A	Closed. This unit (Bldg. 590) was operated by MWSS-374 for temporary storage of hazardous waste. Bldg. 590 was constructed in 1991 and deactivated in 1995. Drums containing hazardous waste were formerly stored on a 17- by 18-foot concrete pad (with a sump) surrounded by a 6-inch containment berm. The integrity of the unit appeared to be good. Stored wastes included paint aerosol, paint enamel, absorbent with fuel oil, used JP-5, filters, and rags. Dates of operation were 1991 to 1995.	CERCLA AOC OU-4 ROD/RAP	 In progress	5
7	16	ST-16B	Closed. This unit consisted of two paint lockers, located northwest of Bldg. 590. It was constructed of plastic tarps with sandbag containment berms. Stored wastes included paint aerosol, paint enamel, absorbent with fuel oil, used JP-5, filters, and rags. Dates of operation were 1991 to 1997.	CERCLA AOC OU-4 ROD/RAP	 In progress	5
7	16	ST-17	Closed. This unit (north of Bldg. 562) was operated by MWSS-374 for temporary storage of hazardous wastes. The unit, constructed in 1989, remained in use until 1991 and was replaced by ST-16A (Bldg. 590). Drums containing hazardous materials were located on a plastic liner surrounded by sandbags. Approximately fifty 55-gallon drums were stored at this site. The VSI reported the integrity of the unit appeared fair. The site was converted to a parking area for heavy equipment and an outside sitting area. The materials formerly stored at this location were used for maintenance and cleaning of helicopters, and included lubricating oil, hydraulic fluids, anitfreeze, oil, and detergent motor oil. Dates of operation were 1989 to 1991.	RCRA AOC Closure by RAC under RCRA Closure report: NFA recommended NFA concurrence	 Complete Complete Complete (Letter 9/24/99)	4

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
8	27	MAW-11	Well #28. Not identified at this location during abandoned well investigation.	AWP AOC Transferred to State of California DWR Abandoned Well Program NFA concurrence	 Complete (Letter 7/12/01)	1
10	28	DLF-1	See IRP-1. This is the landfill unit identified in IRP-1.	Assessed as part of IRP-1 NFA concurrence to remove AOC from AOC list	Complete Complete (Letter 3/29/01)	
10	28	MCD-1	See IRP-1. Inactive crash drill site identified as part of IRP-1 near the Moffett Trench landfill. Site used for fire fighting training from 1956 to 1983.	Assessed as part of IRP-1 NFA concurrence to remove AOC from AOC list	Complete Complete (Letter 3/29/01)	
10	28	TR-1A	Inactive. This series of subsurface gravel (French) drains is part of a groundwater treatment system that was constructed to remediate groundwater contamination found at the former Moffett Trench Landfill. The former landfill is beneath the portion of Jamboree Road that divides the groundwater treatment system. This system was constructed to intercept the leachate generated by the former landfill. The leachate was formerly pumped from collection sumps (TR-1B and TR-1C) into two ASTs (540A and 540B) (TR-1D) equipped with control valves connected to the leachate recovery pump. The system was constructed in 1983, but is no longer in operation.	Assessed as part of IRP-1 NFA concurrence to remove AOC from AOC list	See IRP-1 Complete (Letter 3/29/01)	1
10	28	TR-1B	Inactive. This collection sump (Structure 541) is part of a groundwater treatment system that was constructed to remediate groundwater contamination found at the former Moffett Trench Landfill. The former landfill is beneath the portion of Jamboree Road that divides the groundwater treatment system. This system was constructed to intercept the leachate generated by the former landfill. The leachate was formerly pumped from this collection sump into two ASTs (540A and 540B) (TR-1D) equipped with control valves connected to the leachate recovery pump. The system was constructed in 1983, but is no longer in operation.	Assessed as part of IRP-1 NFA concurrence to remove AOC from AOC list	See IRP-1 Complete (Letter 3/29/01)	1

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c, d]
10	28	TR-1C	Inactive. This collection sump (Structure 542) is part of a groundwater treatment system that was constructed to remediate groundwater contamination found at the former Moffett Trench Landfill. The former landfill is beneath the portion of Jamboree Road that divides the groundwater treatment system. This system was constructed to intercept the leachate generated by the former landfill. The leachate was formerly pumped from this collection sump into two ASTs (540A and 540B) (TR-1D) equipped with control valves connected to the leachate recovery pump. The system was constructed in 1983, but is no longer in operation.	Assessed as part of IRP-1 NFA concurrence to remove AOC from AOC list	See IRP-1 Complete (Letter 3/29/01)	1
10	28	TR-1D	Demolished. These tanks were part of a groundwater treatment system that was constructed to remediate groundwater contamination found at the former Moffett Trench Landfill. The former landfill is beneath the portion of Jamboree Road that divides the groundwater treatment system. This system was constructed to intercept the leachate generated by the former landfill. The leachate was formerly pumped from collection sumps (TR-1B and TR-1C) to these two ASTs (540A and 540B) equipped with control valves connected to the leachate recovery pump. The tanks, which have since been demolished, were periodically emptied by an off-site contractor's vacuum truck and the leachate was transferred to an off-site treatment facility for final disposal. No on-site treatment was conducted. The system was constructed in 1983, but is no longer in operation.	Assessed as part of IRP-1 NFA concurrence to remove AOC from AOC list	See IRP-1 Complete (Letter 3/29/01)	1

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	AOC [a,b]	Description [c]	Status [c]	Status Summary [c]	Area Type [c,d]
11	1	MFL-1A	Inactive. The JP-5 fuel distribution system consisted of a 4-inch-diameter main line that ran from the tank farm at the two fueling mats and a series of 8-, 5-, and 4-inch-diameter lines that ran from the tanks to the dispensing stations. The main line was approximately 7,200 feet in length and there were 275 feet of 8-inch line, 450 feet of 5-inch line, and 750 feet of 4-inch line. There were also a series of 3- and 2-inch-diameter return lines, consisting of approximately 275 feet of 3-inch line and 1,050 feet of 2-inch line. MFL-1A included the 8-, 5-, 4-, 3-, and 2-inch lines and was part of IRP-7N. Although the VSI made a distinction between MFL-1A, MFL-1B, and MFL-2, the fuel lines were assessed jointly as MFL-1. Dates of operation were 1964 to 1997.	PCA AOC Contamination due to past leakage was assessed as part of IRP-7 SI and RI field activities IRP-7 was transferred from CERCLA to Santa Ana RWQCB for Petroleum Corrective Action. IRP-7S Closure Report Closure by RAC under Santa Ana RWQCB PCA Program; 4-foot pipeline grouted in place Closure Report: JP-5 Pipeline NFA concurrence for MFL-1 (comprised of MFL-1A)	 Complete Complete Complete Complete Complete (1/12/99) Complete (Letter 12/21/99)	2
11	1	MMS-02 (A,B,C)	The revised PR/Draft VSI report indicated there had been 18 reported small quantity spills since 1988 at the two aircraft fueling aprons (Parking Apron Nos. 1 and 2). The spills occurred during the fueling of aircraft and were mostly contained on the asphalt/concrete apron. The report recommended no sampling as the site was incorporated into the boundaries of former IRP-7.	RCRA AOC No site visit conducted NFA concurrence for MMS-02 (comprised of MMS-02A-F)	 Complete (Letter 9/16/96)	1
11	1	ST-68A,B	Temporary storage unit (ST-68, referred to now as ST-68A, B, and C) was identified as part of IRP-7 North (aircraft Parking Apron No. 1) and at IRP-7 south (ST-68A, referred to now as ST-68D, E, and F) in the revised PR/Draft VSI report. This report documented no evidence of a release, nor were hazardous wastes stored at the site.	RCRA AOC NFA concurrence for ST-68 (comprised of ST-68A-C)	 Complete (Letter 9/16/96)	1

Table 4 (continued)
Areas of Concern

Carve Out Area	Parcel	Area Under Evaluation	Description [c]	Status	Status Summary	Area Type
8	27	Mooring Pads 4 and 5	CO-8 contains an area under evaluation, Mooring Pads 4 and 5. These pads were formerly used to support activity for thermal desorption units.	Under evaluation	Under evaluation	7

Notes:

[a] No AOCs are located within CO-8
[b] Known AOC sites in each Parcel – Basewide Environmental Baseline Survey, Table 3-2 (BNI 2001a)
[c] AOC descriptions, Status, Status Summary, and Area Type – Basewide Environmental Baseline Survey, Table F-1 (BNI 2001a)
[d] Area type based upon environmental condition as defined in the Base Realignment and Closure (BRAC) Cleanup Plan Guidebook Addendum (August 1996) and subsequent site investigation data (see Table 4)

Acronyms/Abbreviations:

AMHP = aerial photograph, miscellaneous, possible liquid holding pit
AMRRT = aerial photograph, miscellaneous, railroad tracks
AMS = aerial photograph, miscellaneous, stain, possible spill
AMW = aerial photograph, miscellaneous, stain, possible wash
AOC = area of concern
AS = aerial photograph, storage, possible temporary storage
AWP = (State of California Department of Water Resources) Abandoned Well Program
Bldg. = building
CERCLA= Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CERFA = Community Environmental Response Facilitation Act of 1992
CO = carve-out
DLF = disposal, landfill
DSD = disposal, storm drain
DSS = disposal, sanitary sewer
DWR = Department of Water Resources
EBS = Environmental Baseline Survey
ESI = expanded site inspection
FS = feasibility study
GSE = ground support equipment
HMH = heavy medium helicopter
HMM = Marine Medium Helicopter Squadron

HMT = Marine Helicopter Training Squadron
IAS = initial assessment study
IASA = initial assessment study addendum
IRP = Installation Restoration Program
JP-5 = jet propellant grade 5
MAE = miscellaneous, air emissions
MAG = Marin Aircraft Group
MALS = Marine Aviation Logistics Squadron
MAW = miscellaneous, abandoned well
MCAS = Marine Corps Air Station
MCD = miscellaneous, crash drill site
MDA = miscellaneous, potential disposal area
MEK = methyl ethyl ketone
MFL = miscellaneous, fuel line
MGR = miscellaneous, grease rack
MMS = miscellaneous, major spill
MWA = miscellaneous, wash area
MWR = morale, welfare, recreation
MWSS = Marine Wing Support Squadron
NFA = no further action
No. = number
OU = operable unit
O/W SEP = oil/water separator
PCA = petroleum corrective action
PD-680 = petroleum distillate 680
PR = preliminary review
RAC = remedial action contractor
RAP = Remedial Action Plan
RCRA = Resource Conservation and Recovery Act
RFA = RCRA Facility Assessment
RI = Remedial Investigation
ROD = Record of Decision
RWQCB = (California) Regional Water Quality Control Board
SCAQMD= South Coast Air Quality Management District
SI = site inspection
ST = storage, temporary
STD = storage, designated hazardous waste storage area
TCE = trichloroethylene

Table 4 (continued)
Areas of Concern

TCP	=	trichloropropane
TOW	=	treatment, oil/water separator
TR	=	treatment, groundwater treatment unit
UST	=	underground storage tank
VSI	=	visual site inspection

Table 5
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b,c]
5	1	UST 3	1,000-gallon, steel, fuel oil UST Installed - 1943 Removed - October 1993 Excavation not required; no contaminants reported. Work conducted under RAC (DO No. 31)	Closure report - February 28, 1997 Revision 1 - March 11, 1997 Revision 2 - September 3, 1997 NFA approval - March 31, 1997 (Santa Ana RWQCB)	1
5	1	UST 4A	7,000-gallon, steel, fuel oil UST Installed - 1943 Removed October 1993 Excavation not required; no contaminants reported. Work conducted under RAC (DO No. 31)	Closure report - September 19, 1996 NFA approval - October 28, 1996 (Santa Ana RWQCB)	1
5	1	UST 4B	360-gallon, steel, fuel oil UST Installed - 1943 Removed - Prior to 1991 Excavation not required; no contaminants reported. Work conducted under RAC (DO No. 31)	Closure report - September 19, 1996 NFA approval - October 28, 1996 (Santa Ana RWQCB)	1
5	1	UST 4C	360-gallon, steel, gasoline UST Installed - 1943 Removed - Prior to 1991 Excavation not required; no contaminants reported. Work conducted under RAC (DO No. 31)	Closure report - September 19, 1996 NFA approval - October 28, 1996 (Santa Ana RWQCB)	1
5	1	UST 26	500-gallon, steel, fuel oil UST Installed - 1942 Removed - Prior to 1991 Excavation not required; no contaminants reported. Work conducted under RAC (DO No. 51)	Closure report - October 10, 1997 NFA approval - November 18, 1997 (Santa Ana RWQCB)	1
5	1	UST 58	2,000-gallon, steel, fuel oil UST Installed - 1945 Removed - Prior to 1991 Excavation not required; no contaminants reported. Work conducted under RAC (DO No. 51)	Closure report - October 23, 1997 NFA approval - January 7, 1998 (Santa Ana RWQCB)	1

Table 5 (continued)
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b, c]
5	1	UST 91	10,000-gallon, steel, fuel oil UST Installed - 1953 Removed - June 21, 1996 Excavation/backfill activities completed under RAC (DO No. 51)	Closure report - May 23, 1997 NFA approval - August 11, 1997 (Santa Ana RWQCB)	2
5	1	UST 135	2,200-gallon, steel, fuel oil UST Installed - 1961 Removed - November 7, 1997 Initial excavation/backfill activities completed under RAC (DO No. 51)	Initial closure report - July 24, 1998 Ongoing investigation	2
5	1	UST 300	7,000-gallon, steel, fuel oil UST Installed - 1943 Removed - September/October 1993 No excavation conducted under RAC (DO No. 51)	Closure Report - March 20, 1998 NFA approval - September 18, 1998 (Santa Ana RWQCB)	4
5	1	UST 506 *(not shown on figure)*	360-gallon, steel, diesel UST Installed - 1985 Removed - September/October 1993 Excavation/backfill activities completed under RAC (DO No. 31)	Closure report - December 13, 1996 NFA approval - January 27, 1997 (Santa Ana RWQCB)	2
5	2	UST 11	200-gallon, steel, fuel oil UST Installed - 1943 Removed - Prior to 1991 Excavation/backfill activities completed under RAC (DO No. 51)	Closure Report - July 11, 1997 NFA approval - August 11, 1997 (Santa Ana RWQCB)	2
5	2	UST 185	750-gallon, concrete, waste oil UST Installed - 1969 Removed - September/October 1993 Investigation activities conducted under ESI Program. This tank is identified as AOC MMS-4 (DO No. 51)	The site was transferred to the RAC contractor for closure under the RWQCB Petroleum Corrective Action Program, primarily because of petroleum contamination Closure report - May 8, 1998 NFA approval - April 2, 1999 (Santa Ana RWQCB)	2

Table 5 (continued)
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b, c]
5	2	UST 509	100-gallon, steel, waste oil UST Installed - 1985 Removed - December 1998 UST with monitoring system associated with O/W SEP-509 (SI-1B)	NFA approval - May 18, 2000 (BCT)	1
5	16	UST 534A	5,000-gallon, fiberglass UST Used to JP-5 fuel for fire training exercises (runoff from training pad flows to O/W SEP-534). Installed - 1988 Removed - January 22, 1999	NFA approval - April 21, 2000 (BCT)	1
5	16, 18	UST 534B	1,000-gallon, fiberglass, waste fuel UST with monitoring system Associated with O/W SEP-534 Installed - 1988 Removed - March 19, 1999	NFA approval - April 21, 2000 (BCT)	1
5	16	UST 534C	1,550-gallon, concrete, water/waste fuel UST Associated with O/W SEP-534 Installed - 1988 Removed - January 22, 1999	NFA approval - April 21, 2000 (BCT)	1
5	18	UST 20A	1,000-gallon, steel, fuel oil UST Installed - 1943 Removed - Prior to 1991 Excavation not required; no contamination reported. Work conducted under RAC (DO No. 51)	Closure report - June 2, 1997 Closure report Revision 1 - September 5, 1997 NFA approval - August 11, 1997 (Santa Ana RWQCB)	1
5	18	UST 28	2,000-gallon, steel, fuel oil UST Installed - 1942 Removed - September 1993 Tank removed with clean closure determination	NFA approval - June 6, 1997 (OCHCA)	1

Table 5 (continued)
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b, c]
5	18	UST 28A	7,000-gallon, steel, fuel oil UST Installed - 1942 Removed - August 12, 1993 Excavation/backfill activities completed under RAC (DO No. 31)	Closure report - December 16, 1996 NFA approval - January 27, 1997 (Santa Ana RWQCB)	2
5	18	UST 32	360-gallon, steel, fuel oil UST Installed - 1942 Removed - Prior to 1991 Excavation not required; no contaminants reported. Work conducted under RAC (Do No. 51)	Closure letter - March 23, 1997 NFA approval - April 11, 1997 (Santa Ana RWQCB)	1
5	18	UST 35	7,000-gallon, steel, fuel oil UST Installed - 1943 Removed - June 26, 1996 Excavation/backfill activities completed under RAC (DO No. 51)	Closure report - February 28, 1997 NFA approval - March 31, 1997 (Santa Ana RWQCB)	2
5	18	UST 90	500-gallon, steel, fuel oil UST Installed - 1953 Removed - June 3, 1993 Tank and piping removed (corroded) in presence of OCHCA Inspector	Potential contamination originally assessed under CLEAN II - IRP-12 Site transferred to the RAC contractor for closure under RWQCB Petroleum Corrective Action Program, primarily because of petroleum contamination Ongoing investigation	2
5	18	UST 161	2,000-gallon, steel, fuel oil UST Installed - 1964 Removed - March 10, 1993 Excavation/backfill activities completed under RAC (DO No. 51)	Closure report - December 13, 1996 NFA approval - January 27, 1997 (Santa Ana RWQCB)	2
5	18	UST 171	550-gallon, steel, diesel UST Installed - 1965 Removed - September/October 1993 Excavation/backfill activities completed under RAC (DO No. 51)	Closure report - October 17, 1997 NFA approval - November 21, 1997 (Santa Ana RWQCB)	2

Table 5 (continued)
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b,c]
5	18	UST 183	500-gallon, steel, diesel UST Installed - 1968 Removed - September/October 1993 Excavation not required; no contaminants reported. Work conducted under RAC (DO No. 31)	Closure report - December 13, 1996 NFA approval - January 27, 1997 (Santa Ana RWQCB)	1
5	18	UST 183A	100-gallon, steel, waste oil UST Installed - 1990 Removed - March 1999 UST associated with O/W SEP-183. Sump with lift station to sanitary sewer (DO No. 51)	NFA approval - April 21, 2000 (BCT)	1
5	18	UST 203A	500-gallon, steel, waste oil UST Installed - 1982 Removed - September 27, 1994 Clean closure determination for tank removal. RFA was conducted; NFA recommended	NFA approval - June 2, 1997 (OCHCA)	1
5	18	UST 203B	500-gallon, steel, waste oil UST Installed - 1982 Removed - September 27, 1994 Clean closure determination for tank removal. RFA was conducted; NFA recommended	NFA approval - June 2, 1997 (OCHCA)	1
5	18	UST 226	550-gallon, fiberglass, hydraulic fluid UST Installed - 1980 Removed - September 19, 1996 Excavation/backfill completed under RAC (DO No. 51)	Closure report - June 4, 1997 NFA approval - August 11, 1997 (Santa Ana RWQCB)	2
5	18	AST 28A	150-gallon, steel, diesel AST Removed - May 5, 1999	Closure report - December 7, 2000 The tank (AST 28) originally installed at this location was removed by the RAC and replaced. The replacement tank (AST 28A) was also subsequently removed per above closure report NFA approval - January 17, 2001 (Santa Ana RWQCB)	1

Table 5 (continued)
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b,c]
5	18	AST 28B	15-gallon, steel, diesel AST Removed - December 10, 1998	Closure report - December 7, 2000 NFA approval - January 17, 2001 (Santa Ana RWQCB)	1
5	18	AST 106	500-gallon, steel, propane AST Removed - July 30, 1996	Closure report - January 24, 1997 NFA approval - February 24, 1997 (Santa Ana RWQCB)	2
5	18	AST 183	50-gallon, steel, diesel AST Removed - April 9, 1999	Closure report - December 7, 2000 NFA approval - January 17, 2001 (Santa Ana RWQCB)	1
5	20	UST 1	1,000-gallon, steel, fuel oil UST Installed - 1944 Removed - 1993 Excavation/backfill activities completed under RAC (DO No. 31)	Closure report - February 28, 1997 Technical Memorandum - November 2, 2001 Ongoing investigation	2
5	22	UST C4	7,000-gallon, steel, fuel oil UST Installed - 1943 Removed - August 1996 Excavation/backfill activities completed under RAC (DO No. 51)	Closure report - April 16, 1997 NFA approval - May 14, 1997 (Santa Ana RWQCB)	2
5	22	UST C5	800-gallon, steel, fuel oil UST Installed - 1943 Removed - September 1996 Excavation/backfill activities completed under RAC (DO No. 51)	Closure report - August 1, 1997 NFA approval - October 15, 1997 (Santa Ana RWQCB)	2
5	22	UST 93	1,000-gallon, steel, fuel oil UST Installed - 1953 Removed - March 30, 1993 Excavation/backfill activities completed under RAC (DO No. 31)	Closure report - April 18, 1997 NFA approval - May 14, 1997 (Santa Ana RWQCB)	2
5	22	UST 222A	12,000-gallon, fiberglass, gasoline UST Installed - 1974 Removed - May 1, 1998 Stationwide Annual Testing Program last tested November 26, 1996; passed (DO No. 51)	Tank removal report - June 1, 1999 Ongoing investigation	1

Table 5 (continued)
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b, c]
5	22	UST 222B	12,000-gallon, fiberglass, gasoline UST Installed - 1974 Removed - May 1, 1998 Stationwide Annual Testing Program last tested November 26, 1996; passed (DO No. 51)	Tank removal report - June 1, 1999 Ongoing investigation	1
5	22	UST 222C	12,000-gallon, fiberglass, gasoline UST Installed - 1974 Removed - May 1, 1998 Stationwide Annual Testing Program last tested November 26, 1996; failed. Tank was emptied within 24 hours.	Tank removal report - June 1, 1999 Ongoing investigation	2
5	22	UST 222D	12,000-gallon, fiberglass, gasoline UST Installed - 1974 Removed - May 1, 1998 Stationwide Annual Testing Program last tested November 26, 1996; passed (DO No. 51)	Tank removal report - June 1, 1999 Ongoing investigation	1
5	22	UST 222G	550-gallon, fiberglass, oil UST Installed - 1974 Removed - May 1, 1998 Tank was located north of Bldg. 222; surface area covered with concrete and asphalt (DO No. 51).	Tank removal report - June 1, 1999 Ongoing investigation	1
5	22	UST 222H	550-gallon, fiberglass, oil UST Installed - 1974 Removed - May 1, 1998 Tank was located north of Bldg. 222; surface area covered with concrete and asphalt (DO No. 51).	Tank removal report - June 1, 1999 Ongoing investigation	1
5	22	UST 222I	550-gallon, fiberglass, waste oil UST Installed - 1974 Removed - May 1, 1998 Tank was located north of Bldg. 222; surface area covered with concrete and asphalt (DO No. 51).	Tank removal report - June 1, 1999 Ongoing investigation	1

Table 5 (continued)
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b,c]
5	24	UST 18A	1,000-gallon, steel, gasoline UST Installed - 1943 Removed - Prior to 1991 Closure by RAC contractor (DO No. 51)	Ongoing investigation	1
5	24	UST 18B	1,000-gallon, steel, gasoline UST Installed - 1943 Removed - Prior to 1991 Closure by RAC contractor (DO No. 51)	Ongoing investigation	1
5	24	UST 22A (1,2)	15,000-gallon, steel, fuel oil UST Installed - 1942 Removed - November 1991 Former IRP-16 (A). Excavation/backfill activities completed under RAC (DO No. 12)	Closure report - January 17, 1997 NFA approval - March 3, 1997 (Santa Ana RWQCB)	2
5	24	UST 22B (1-3)	8,000-gallon, steel, gasoline UST Installed - 1942 Removed - November 1991 Former IRP-16 (A). Excavation/backfill activities completed under RAC (DO No. 12)	Closure report - January 17, 1997 NFA approval - March 3, 1997 (Santa Ana RWQCB)	2
5	24	UST 22C (1-3)	8,000-gallon, steel, gasoline UST Installed - 1942 Removed - November 1991 Former IRP-16 (A). Excavation/backfill activities completed under RAC (DO No. 12)	Closure report - January 17, 1997 NFA approval - March 3, 1997 (Santa Ana RWQCB)	2
5	24	UST 22D (1-4)	7,000-gallon, steel, gasoline UST Installed - 1942 Removed - November 1991 Former IRP-16 (A). Excavation/backfill activities completed under RAC (DO No. 12)	Closure report - January 17, 1997 NFA approval - March 3, 1997 (Santa Ana RWQCB)	2

Table 5 (continued)
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b,c]
5	24	UST 22E-1, 2	7,000-gallon, steel, gasoline UST Installed - 1942 Removed - November 1991 Former IRP-16 (A). Excavation/backfill activities completed under RAC (DO No. 12)	Closure report - January 17, 1997 NFA approval - March 3, 1997 (Santa Ana RWQCB)	2
5	24	UST 22F (1-3)	7,000-gallon, steel, gasoline UST Installed - 1942 Removed - November 1991 Former IRP-16 (A). Excavation/backfill activities completed under RAC (DO No. 12)	Closure report - January 17, 1997 NFA approval - March 3, 1997 (Santa Ana RWQCB)	2
5	24	UST 22G (1-3)	7,000-gallon, steel, gasoline UST Installed - 1942 Removed - November 1991 Former IRP-16 (A). Excavation/backfill activities completed under RAC (DO No. 12)	Closure report - January 17, 1997 NFA approval - March 3, 1997 (Santa Ana RWQCB)	2
5	24	UST 22H (1-3)	8,000-gallon, steel, gasoline UST Installed - 1942 Removed - November 1991 Former IRP-16 (A). Excavation/backfill activities completed under RAC (DO No. 12)	Closure report - January 17, 1997 NFA approval - March 3, 1997 (Santa Ana RWQCB)	2
5	24	UST 22I (1-3)	8,000-gallon, steel, gasoline UST Installed - 1942 Removed - November 1991 Former IRP-16 (A). Excavation/backfill activities completed under RAC (DO No. 12)	Closure report - January 17, 1997 NFA approval - March 3, 1997 (Santa Ana RWQCB)	2
5	24	UST 22J (1-3)	8,000-gallon, steel, gasoline UST Installed - 1942 Removed - November 1991 Former IRP-16 (A). Excavation/backfill activities completed under RAC (DO No. 12)	Closure report - January 17, 1997 NFA approval - March 3, 1997 (Santa Ana RWQCB)	2

Table 5 (continued)
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b,c]
5	24	UST 22K (1-3)	8,000-gallon, steel, gasoline UST Installed - 1942 Removed - November 1991 Former IRP-16 (A). Excavation/backfill activities completed under RAC (DO No. 12)	Closure report - January 17, 1997 NFA approval - March 3, 1997 (Santa Ana RWQCB)	2
5	24	UST 22L (1-3)	500-gallon, steel, gasoline UST Installed - 1942 Removed - November 1991 Former IRP-16 (A). Excavation/backfill activities completed under RAC (DO No. 12)	Closure report - January 17, 1997 NFA approval - March 3, 1997 (Santa Ana RWQCB)	2
5	24	UST 22M (1-3)	8,000-gallon, steel, gasoline UST Installed - 1942 Removed - November 1991 Former IRP-16 (A). Excavation/backfill activities completed under RAC (DO No. 12)	Closure report - January 17, 1997 NFA approval - March 3, 1997 (Santa Ana RWQCB)	2
5	24	UST 47	800-gallon, steel, fuel oil UST Installed - 1942 Removed - March 21, 1997 Excavation/backfill activities completed under RAC (DO No. 51)	Closure report - February 2, 1998 Closure report revised - February 23, 1998 NFA approval - June 17, 1998 (Santa Ana RWQCB)	2
5	24	UST 66	450-gallon, steel, fuel oil UST Installed - 1944 Removed - Prior to 1991 Excavation/backfill activities completed under RAC (DO No. 51)	Closure report - January 2, 1998 NFA approval - January 21, 1998 (Santa Ana RWQCB)	2
5	24	UST 89	30-gallon (drum), steel, fuel oil UST Removed - December 1, 1999 Excavation/backfill activities completed under RAC (DO No. 103). Drum removed in presence of OCHCA Inspector	Draft Closure report - December 14, 2000 NFA approval - March 29, 2001 (BCT)	3

Table 5 (continued)
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b,c]
5	24	UST 268	4,500-gallon, fiberglass, gasoline UST Installed - 1984 Removed - December 1998 A leak was reported in the pump in July 1996. The pump was repaired. Excavation/backfill activities ongoing under RAC (DO No. 121)	Ongoing investigation	2
5	24	AST 169	219,000-gallon, steel, JP-5 AST Removed - June 22, 1998	Closure report - January 29, 1999 NFA approval - September 28, 2000 (Santa Ana RWQCB)	2
5	24	AST 170	217,000-gallon, steel, JP-5 AST Removed - June 22, 1998	Closure report - January 29, 1999 NFA approval - September 28, 2000 (Santa Ana RWQCB)	2
5	40	UST 16	1,000-gallon, steel, fuel oil UST Installed - 1942 Removed - Prior to 1991 Contamination assessed under CLEAN II IRP-13W	Contaminated soil addressed as part of soil removal action at IRP-13W Ongoing investigation	5
5	40	UST 27A	10,000-gallon, steel, diesel UST Installed - 1942 Removed - September 27 and 28, 1994 Initial excavation/backfill activities completed under RAC (DO No. 51) Additional excavation/backfill activities to be done.	Initial Closure report - May 8, 1998 Ongoing investigation	2
5	40	UST 27B	10,000-gallon, steel, diesel UST Installed - 1942 Removed - September 27 and 28, 1994 Initial excavation/backfill activities completed under RAC (DO No. 51) Additional excavation/backfill activities to be done.	Initial Closure report - May 8, 1998 Ongoing investigation	2

Table 5 (continued)
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b,c]
5	40	UST 105A	12,000-gallon, steel, gasoline UST Installed - 1952 Removed - April 6, 1993 Excavation/backfill activities completed under RAC (DO No. 31)	Closure report - February 4, 1997 NFA for soil; groundwater remediation activities have been conducted at the site under RAC (DO No. 64) Draft Closure report, Groundwater Remediation - February 19, 2001 NFA concurrence - pending	2
5	40	UST 105B	12,000-gallon, steel, gasoline UST Installed - 1952 Removed - April 6, 1993 Excavation/backfill activities completed under RAC (DO No. 31)	Closure report - February 4, 1997 NFA for soil; groundwater remediation activities have been conducted at the site under RAC (DO No. 64) Draft Closure report, Groundwater Remediation - February 19, 2001 NFA concurrence - pending	2
5	40	UST 105C	10,000-gallon, steel, diesel UST Installed - 1952 Removed - April 6, 1993 Excavation/backfill activities completed under RAC (DO No. 31)	Closure report - February 4, 1997 NFA for soil; groundwater remediation activities have been conducted at the site under RAC (DO No. 64) NFA concurrence - pending	2
5	40	UST 105D	5,000-gallon, steel, diesel UST Installed - 1952 Removed - April 15, 1993 Excavation/backfill activities completed under RAC (DO No. 31)	Closure report - February 4, 1997 NFA for soil; groundwater remediation activities have been conducted at the site under RAC (DO No. 64) NFA concurrence - pending	2
5	40	UST 105E	5,000-gallon, steel, gasoline or diesel fuel UST Installed - 1952 Removed - April 15, 1993 Excavation/backfill activities completed under RAC (DO No. 31)	Closure report - February 4, 1997 NFA for soil; groundwater remediation activities have been conducted at the site under RAC (DO No. 64) NFA concurrence - pending	2

Table 5 (continued)
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b,c]
5	40	UST 105F	300-gallon, steel, gasoline or diesel fuel UST Installed - 1952 Removed - December 14, 1995 During excavation activities by the RAC (DO No. 31) as USTs 105A, B C, D, and E, an additional tank (105F) was discovered. The tank was removed and disposed of off site. Excavation/backfill activities completed under RAC (DO No. 31)	Closure report - February 4, 1997 NFA for soil; groundwater remediation activities have been conducted at the site under RAC (DO No. 64) NFA concurrence - pending	2
5	40	AST 27	500-gallon, steel, diesel AST Removed - August 12, 1997	Closure report - June 9, 1998 NFA approval - May 15, 2000 (Santa Ana RWQCB)	1
6	16	UST 29A	7,000-gallon, steel, fuel oil UST Installed - 1942 Removed - August 12, 1993 (without piping, in presence of OCHCA Inspector)	Site originally assessed under CLEAN II, IRP-3. Site to be transferred to the RAC for closure under RWQCB Petroleum Corrective Action Program, primarily because of petroleum contamination. Ongoing investigation	2
6	16	UST 186A	10,000-gallon, steel, gasoline UST Installed - 1970 Removed - September/October 1993 No contaminants reported, excavation not required (work conducted under RAC [DO No. 31])	Closure report - December 13, 1996 NFA approval - January 27, 1997 (Santa Ana RWQCB)	1
6	16	UST 186B	10,000-gallon, steel, diesel UST Installed - 1970 Removed - September/October 1993 No contaminants reported, excavation not required (work conducted under RAC [DO No. 31])	Closure report - December 13, 1996 NFA approval - January 27, 1997 (Santa Ana RWQCB)	1
6	16	UST 186C	10,000-gallon, steel, gasoline UST Installed - 1970 Removed - September/October 1993 No contaminants reported, excavation not required (work conducted under RAC [DO No. 31])	Closure report - December 13, 1996 NFA approval - January 27, 1997 (Santa Ana RWQCB)	1

Table 5 (continued)
Former UST/AST Sites
Within Carve-Out Areas

Carve Out Area	Parcel	UST/AST [a]	Description [b]	Status [b]	Area Type [b, c]
6	16	UST 186D	500-gallon, concrete, waste oil UST with monitoring system Associated with O/W SEP-186[2] Installed - 1970 Removed - March 1999	NFA approval - April 21, 2000 (BCT)	1
6	16	AST 186 (SAT-8)	1,000-gallon, steel, waste oil AST Removed - Prior to 1997	Closure report - June 9, 1998 NFA approval - May 15, 2000 (Santa Ana RWQCB)	2
11	1	AST 194A	30,000-gallon, steel, JP-5 AST Removed - March 24, 1999	Initial soil excavation/backfill activities conducted in 1999 did not include areas beneath the concrete apron. Ongoing investigation	2
11	1	AST 194B	30,000-gallon, steel, JP-5 AST Removed - March 24, 1999	Initial soil excavation/backfill activities conducted in 1999 did not include areas beneath the concrete apron. Ongoing investigation	2

Notes:

[a] Known UST and AST sites in Parcels - Basewide Environmental Baseline Survey, Table 3-2 (BNI 2001a)

[b] UST and AST Description, Status, and Area Type - Basewide Environmental Baseline Survey, Tables 5-5 and 5-6 (BNI 2001a)

[c] Area type based upon environmental condition as defined in the Base Realignment and Closure (BRAC) Cleanup Plan Guidebook Addendum (August 1996) and subsequent site investigation data (see Table 7)

Acronyms/Abbreviations:

AST = aboveground storage tank
BCT = base realignment and closure (BRAC) Cleanup Team
CLEAN = Comprehensive Long-Term Environmental Action Navy
DO = delivery order
IRP = Installation Restoration Program
JP-5 = jet propellant grade 5
MMS = miscellaneous, major spill
No. = number
NFA = no further action
OCHCA = Orange County Health Care Agency
RAC = Remedial Action Contractor
RCRA = Resource Conservation and Recovery Act
RFA = RCRA Facility Assessment
RWQCB = (California) Regional Water Quality Control Board
UST = underground storage tank

Table 6
Monitoring Wells and Surface Water Gauging Locations

Carve Out Area	Parcel	Monitoring Well/ Gauging Location	Monitoring Frequency [d,e,f]
5	1	A000SB42S [a]	Quarterly
5	1	A000SB43D [a]	Quarterly
5	1	A000SB44D2 [a]	Quarterly
5	1	IS72MW02S [a]	Quarterly
5	1	IS72MW02D [a]	Quarterly
5	1	IS72MW2D2 [a]	Quarterly
5	1	IS72MW03S [a]	Quarterly
5	1	IS72MW03D [a]	Quarterly
5	1	IS72MW03D2 [a]	Quarterly
5	1	IS72MW12S [a]	Quarterly
5	1	IS72MW12D [a]	Quarterly
5	1	IS72MW14S [a]	Quarterly
5	1	IS72MW14D [a]	Quarterly
5	1	222MW02S [a]	Quarterly
5	1	222MW02D [a]	Quarterly
5	1	222MW02D2 [a]	Quarterly
5	1	222MW05S [a]	Quarterly
5	1	222MW05D [a]	Quarterly
5	2	IS72MW7D2 [a]	Quarterly
5	2	222MW06S [a]	Quarterly
5	2	222MW06D [a]	Quarterly
5	2	222MW06D2 [a]	Quarterly
5	2	222MW08D [a]	Quarterly
5	2	222MW08D2 [a]	Quarterly
5	2	IS72MW8D2 [a]	Quarterly
5	2	IS72MW9D2 [a]	Quarterly
5	16	I012MW07S [a]	Quarterly
5	16	I012MW07D2 [a]	Quarterly
5	16	CDS1MW02S [a]	Quarterly
5	16	IS72MW05S [a]	Quarterly
5	16	IS72MW05D [a]	Quarterly
5	18	I012MW02S [a]	Quarterly
5	18	I012MW02D [a]	Quarterly
5	18	I012MW03S [a]	Quarterly
5	18	I012MW04S [a]	Quarterly
5	18	I012MW05S [a]	Quarterly
5	18	I012MW08S [a]	Quarterly
5	18	I012MW09S [a]	Quarterly
5	18	I012MW10S [a]	Quarterly
5	18	I012MW11S [a]	Quarterly
5	18	I012MW12S [a]	Quarterly
5	18	IS72MW04S [a]	Quarterly

Table 6 (continued)
Monitoring Wells and Surface Water Gauging Locations

Carve Out Area	Parcel	Monitoring Well/ Gauging Location	Monitoring Frequency [d,e,f]
5	18	IS72MW04D [a]	Quarterly
5	18	CDS1MW01S [a]	Quarterly
5	18	A000SB44S [a]	Quarterly
5	18	A000SB45D [a]	Quarterly
5	18	IS72MW10S [a]	Quarterly
5	18	IS72MW10D [a]	Quarterly
5	18	IS72MW11S [a]	Quarterly
5	18	IS72MW11D [a]	Quarterly
5	18	IS72MW13S [a]	Quarterly
5	18	IS72MW13D [a]	Quarterly
5	19	222MW03S [a]	Quarterly
5	19	222MW03D [a]	Quarterly
5	19	222MW03D2 [a]	Quarterly
5	22	222MW01S [a]	Quarterly
5	22	222MW01D [a]	Quarterly
5	22	222MW01D2 [a]	Quarterly
5	22	222MW04S [a]	Quarterly
5	22	222MW04D [a]	Quarterly
5	22	222MW04D2 [a]	Quarterly
5	24	I016MW01S [a]	Quarterly
5	24	I016MW02S [a]	Quarterly
5	24	I016MW03S [a]	Quarterly
5	18, 40	IS72MW01D [a]	Quarterly
5	24, 40	I012MW01S [a]	Quarterly
5	24, 40	IS72MW01U [a]	Quarterly
5	24, 40	IS72MW01S [a]	Quarterly
5	40	IS72MW06D [a]	Quarterly
6	16	I003MW01D [a]	Quarterly
6	16	I003MW01S [a]	Quarterly
6	16	I003MW02D [a]	Quarterly
6	16	I003MW02S [a]	Quarterly
6	16	I003MW03D [a]	Quarterly
6	16	I003MW03S [a]	Quarterly
6	16	I003MW04D [a]	Quarterly
6	16	I003MW04S [a]	Quarterly
6	16	I003MW05D [a]	Quarterly
6	16	I003MW05R [a]	Quarterly
6	16	I003MW05S [a]	Quarterly
6	16	I003MW06S [a]	Quarterly
6	16	I003MW07D [a]	Quarterly
6	16	I003MW07S [a]	Quarterly
6	16	I003MW08S [a]	Quarterly
6	16	I003MW11S [a]	Quarterly

Table 6 (continued)
Monitoring Wells and Surface Water Gauging Locations

Carve Out Area	Parcel	Monitoring Well/ Gauging Location	Monitoring Frequency [d,e,f]
7	16	5SW02 [b]	Quarterly
8	40	BSW12 [b]	Quarterly
9	27	5SW03A [b]	Quarterly
9	27	5SW03B [b]	Quarterly
10	28	I001LFG1 [c]	Monthly
10	28	I001LFG2 [c]	Monthly
10	28	I001LFG3 [c]	Monthly
10	40	I001BC49S [a]	Quarterly
10	40, 41	I001BC50S [a]	Quarterly
10	40, 41	I001MW50D [a]	Quarterly
10	40, 41	I001MW52S [a]	Quarterly
10	40, 41	I001MW52D [a]	Quarterly
10	40, 41	I001MW53S [a]	Quarterly
10	40, 41	I001MW53D [a]	Quarterly
10	41	1SW03 [b]	Quarterly

Notes:

[a] Monitoring well
[b] Surface water gauging station
[c] Landfill gas monitoring probe
[d] Monitoring may include taking surface/groundwater level measurements and/or sampling and/or gas measurements
[e] Monitoring frequency - Fall 2001 Quarterly Groundwater Monitoring Data Summary (BNI 2002b) and Record of Decision (ROD)/Remedial Action Plan (RAP) for Operable Unit -3 (BNI 2001b)
[f] Monitoring frequency may change based on evaluation of groundwater monitoring results.

Table 7
Department of Defense
Environmental Condition of Property Area Types *

Area Type	Description
1	Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas)
2	Areas where only release or disposal of petroleum products has occurred
3	Areas where release of hazardous substances has occurred, but at concentrations that do not require a removal or remedial action
4	Areas where release, disposal, and/or migration of hazardous substances has occurred, and all remedial actions necessary to protect human health and the environment have been taken
5	Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are underway, but all required remedial actions have not yet been taken
6	Areas where release, disposal, and/or migration of hazardous substances has occurred, but required response actions have not yet been implemented
7	Areas that have not been evaluated or require additional evaluation

Note:

* according to the Department of Defense BRAC Cleanup Plan Guidebook (DoD 1996), properties classified as Area Types 1 through 4 may be considered suitable for transfer, and properties classified as Area Types 5 through 7 are considered unsuitable for transfer

Acronyms/Abbreviations:

BRAC = base realignment and closure
DoD = Department of Defense

Table 8
Environmental Factors Considered

Environmental Factors May Pose Restrictions or Require Notification?		Environmental Factors Considered
No	Yes	
	X	Hazardous substances
	X	Areas of concern
X		Medical/biohazardous wastes
X		Oil/water separators
	X	Monitoring wells/surface water gauging locations/landfill gas monitoring probes
	X	Unexploded ordnance
	X	Petroleum products and derivatives
	X	Radioactive & mixed wastes
	X	Storage tanks (USTs / ASTs)
	X	Pesticides/herbicides applications
	X	Asbestos
X		Drinking water quality
	X	Indoor air quality
	X	Lead-based paint
	X	Polychlorinated biphenyls
	X	Radon
X		Air conformity/air permits
X		Coastal zones
X		Energy (utilities)
X		Flood plains
	X	Groundwater use/subsurface excavation
X		Hazardous waste management (by lessee)
	X	Historic property (archeological/Native American, paleontological)
X		Occupational Safety & Health Administration
X		Outdoor air quality
	X	Prime/unique farmlands
X		Sanitary sewer systems (wastewater)
X		Sensitive habitat
X		Septic tanks (wastewater)
X		Solid waste
X		Threatened and endangered species
X		Transportation
	X	Wetlands
	X	School Site Considerations

Acronyms/Abbreviations:
AST = aboveground storage tank
UST = underground storage tank

Table 9
Notifications and Restrictions Summary

CO Area	Parcel	Building/ Structure #	Proposed Disposition	Notifications and Restrictions																
				Hazardous Substances	AOCs/ Areas Under Evaluation	Unexploded Ordnance	Radiological Materials	USTs/ASTs	Pesticides	Asbestos	Indoor Air Quality	Lead-Based Paint	PCBs	Radon	Groundwater Use/ Subsurface Excavation	Historic Property	Prime/Unique Farmland	Wetlands	Monitoring Wells	School Sites
Notifications Common to Entire Carve Out Areas																				
5	All	All		4.1	4.2		4.4	4.5		4.7	4.8	4.9	4.10	4.11	4.12				4.16	
6	All	All		4.1	4.2		4.4	4.5		4.7	4.8	4.9	4.10		4.12				4.16	
7	All	All		4.1	4.2						4.8				4.12			4.15	4.16	
8	All	All		4.1	4.2		4.4			4.7	4.8	4.9	4.10		4.12				4.16	
9	All	All		4.1							4.8				4.12			4.15	4.16	
10	All	All		4.1	4.2	4.3				4.7[2]	4.8	4.9[2]	4.10[2]		4.12				4.16	
11	All	All		4.1	4.2			4.5			4.8				4.12					
Notifications Common to Entire Parcels																				
5	1	All		4.1	4.2		4.4	4.5		4.7	4.8	4.9	4.10	4.11	4.12		4.14		4.16	4.17
5	2	All		4.1	4.2		4.4	4.5		4.7	4.8	4.9	4.10	4.11	4.12		4.14		4.16	4.17
5	16	All		4.1	4.2		4.4	4.5		4.7	4.8	4.9	4.10	4.11	4.12		4.14		4.16	
6	16	All		4.1	4.2		4.4	4.5		4.7	4.8	4.9	4.10		4.12		4.14		4.16	
5	17	All		4.1	4.2		4.4	4.5	4.6	4.7	4.8	4.9	4.10	4.11	4.12		4.14		4.16	4.17
5	18	All		4.1	4.2		4.4	4.5	4.6	4.7	4.8	4.9	4.10	4.11	4.12		4.14		4.16	
5	19	All		4.1	4.2		4.4	4.5	4.6	4.7	4.8	4.9	4.10	4.11	4.12		4.14		4.16	4.17
5	20	All		4.1	4.2		4.4	4.5	4.6	4.7	4.8	4.9	4.10	4.11	4.12		4.14		4.16	4.17
5	22	All		4.1	4.2		4.4	4.5	4.6	4.7	4.8	4.9	4.10	4.11	4.12		4.14		4.16	
5	24	All		4.1	4.2	4.3	4.4	4.5	4.6	4.7	4.8	4.9	4.10	4.11	4.12		4.14		4.16	
8	27	All		4.1	4.2		4.4		4.6	4.7	4.8	4.9	4.10		4.12		4.14		4.16	
Restrictions Common to Entire Carve Out Areas																				
5	All	All		4.1	4.2			4.5							4.12				4.16	
6	All	All		4.1	4.2			4.5							4.12				4.16	
7	All	All		4.1	4.2						4.8				4.12			4.15	4.16	
8	All	All		4.1	4.2						4.8				4.12				4.16	
9	All	All		4.1							4.8				4.12			4.15	4.16	
10	All	All		4.1	4.2						4.8				4.12				4.16	
11	All	All		4.1	4.2			4.5			4.8				4.12					
Restrictions for Specific Buildings																				
Parcel 1																				
5	1	B 2	Reuse							4.7(d)		4.9(a)(i)								
5	1	B 3	Reuse							4.7(b)	4.8	4.9(a)(i)								
5	1	B 4	Demolition							4.7(d)	4.8	4.9(a)(ii)								
5	1	B 26	TBD							4.7(d)	4.8	4.9(a)(ii)								
5	1	B 86	Reuse							4.7(a)	4.8	4.9(a)(i)								
5	1	B 87	Reuse							4.7(b)	4.8	4.9(a)(i)								
5	1	B 88	Reuse							4.7(b)	4.8	4.9(a)(i)								
5	1	B 134	Reuse							4.7(d)		4.9(a)(i)								
5	1	B 159	Reuse							4.7(b)		4.9(a)(i)								
5	1	S 160	Reuse							4.7(e)		4.9(a)(i)								
5	1	B 165	Reuse							4.7(c)	4.8	4.9(a)(i)								
5	1	B 166	Reuse							4.7(d)	4.8	4.9(a)(i)								
5	1	B 167	Reuse							4.7(c)	4.8	4.9(a)(i)								
5	1	B 168	Reuse							4.7(d)	4.8	4.9(a)(i)								
5	1	S 238	TBD							4.7(e)		4.9(a)(ii)								
5	1	B 300	Reuse							4.7(d)	4.8	4.9(a)(i)								
5	1	B 306	Demolition							4.7(c)		4.9(a)(ii)								
5	1	B 505	Reuse							4.7(b)	4.8									
5	1	B 506	Reuse							4.7(b)	4.8									
5	1	B 539	Reuse							4.7(b)										
5	1	S 594	Reuse							4.7(e)										

Table 9
Notifications and Restrictions Summary

CO Area	Parcel	Building/ Structure #	Proposed Disposition	Notifications and Restrictions																
				Hazardous Substances	AOCs/ Areas Under Evaluation	Unexploded Ordnance	Radiological Materials	USTs/ASTs	Pesticides	Asbestos	Indoor Air Quality	Lead-Based Paint	PCBs	Radon	Groundwater Use/ Subsurface Excavation	Historic Property	Prime/Unique Farmland	Wetlands	Monitoring Wells	School Sites
Parcel 2																				
5	2	S 11	Demolition							4.7(b)		4.9(a)(ii)								
5	2	S 12	Demolition							4.7(d)		4.9(a)(ii)								
5	2	B 13	Demolition							4.7(c)	4.8	4.9(a)(ii)								
5	2	B 49	Demolition							4.7(c)	4.8	4.9(a)(ii)								
5	2	B 185	TBD							4.7(c)	4.8	4.9(a)(ii)								
5	2	S 230	Demolition							4.7(e)		4.9(a)(ii)								
5	2	S 240	TBD							4.7(e)		4.9(a)(ii)								
5	2	B 509	Demolition							4.7(b)	4.8									
Parcel 16																				
5	16	B 10G	Unknown[1]							4.7(b)		4.9(a)(ii)								
5	16	S 609	Demolition							4.7(e)		4.9(a)(ii)								
6	16	B 29	TBD				4.4[3]			4.7(c)		4.9(a)(ii)				4.13				
6	16	B 29A	TBD							4.7(b)		4.9(a)(ii)				4.13				
6	16	B 40B	Demolition							4.7(b)		4.9(a)(ii)								
6	16	S 149	Demolition							4.7(e)		4.9(a)(ii)								
6	16	B 174	Demolition							4.7(b)		4.9(a)(ii)								
6	16	B 175	Demolition							4.7(b)		4.9(a)(ii)								
6	16	B 186	Demolition							4.7(c)		4.9(a)(ii)								
6	16	B 187	Demolition							4.7(c)		4.9(a)(ii)								
6	16	S 204	Demolition							4.7(b)										
6	16	S 233	Demolition							4.7(e)		4.9(a)(ii)								
6	16	B 265	Demolition							4.7(b)										
6	16	B 266	Demolition							4.7(b)										
6	16	B 507	Demolition							4.7(b)										
6	16	B 514	Demolition							4.7(b)										
6	16	B 515	Demolition							4.7(b)										
6	16	B 587	Demolition							4.7(b)										
6	16	B 588	Demolition							4.7(b)										
6	16	B 589	Demolition							4.7(b)										
6	16	B 596	Demolition							4.7(b)										
6	16	B 3000T	Demolition							4.7(b)		4.9(a)(ii)								
Parcel 17																				
5	17	S 608	Demolition							4.7(e)		4.9(a)(ii)								
Parcel 18																				
5	18	B 19	Demolition							4.7(c)	4.8	4.9(a)(ii)								
5	18	B 20A	TBD							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 20B	TBD							4.7(c)		4.9(a)(ii)								
5	18	B 21	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 28	TBD							4.7(a)	4.8	4.9(a)(ii)				4.13				
5	18	B 28A	TBD							4.7(d)	4.8	4.9(a)(ii)				4.13				
5	18	B 30	Demolition							4.7(d)	4.8	4.9(a)(ii)								
5	18	B 35	TBD							4.7(a)	4.8	4.9(a)(ii)								
5	18	B 35A	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 40A	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 71A	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 71B	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 71C	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 71D	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 71E	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 71F	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 71G	Demolition							4.7(b)		4.9(a)(ii)								
5	18	B 71H	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 71I	Demolition							4.7(b)		4.9(a)(ii)								

Table 9
Notifications and Restrictions Summary

CO Area	Parcel	Building/ Structure #	Proposed Disposition	Notifications and Restrictions																
				Hazardous Substances	AOCs/ Areas Under Evaluation	Unexploded Ordnance	Radiological Materials	USTs/ASTs	Pesticides	Asbestos	Indoor Air Quality	Lead-Based Paint	PCBs	Radon	Groundwater Use/ Subsurface Excavation	Historic Property	Prime/Unique Farmland	Wetlands	Monitoring Wells	School Sites
5	18	B 71J	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 90	TBD							4.7(c)		4.9(a)(ii)								
5	18	B 92	Demolition							4.7(d)	4.8	4.9(a)(ii)								
5	18	B 103	Demolition							4.7(d)		4.9(a)(ii)								
5	18	S 106	Demolition							4.7(c)		4.9(a)(ii)								
5	18	B 161	Reuse							4.7(a)	4.8	4.9(a)(i)								
5	18	B 171	Demolition							4.7(c)		4.9(a)(ii)								
5	18	B 173	Reuse							4.7(a)	4.8	4.9(a)(i)								
5	18	B 178	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 179	Demolition							4.7(b)		4.9(a)(ii)								
5	18	B 183	TBD							4.7(b)		4.9(a)(ii)								
5	18	B 201	Demolition							4.7(c)		4.9(a)(ii)								
5	18	S 203	Demolition							4.7(b)										
5	18	B 207	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	18	B 226	Reuse							4.7(b)										
5	18	S 242	TBD							4.7(e)		4.9(a)(ii)								
5	18	B 248	Demolition							4.7(b)										
5	18	B 253	Reuse							4.7(b)	4.8									
5	18	S 257	Reuse							4.7(e)										
5	18	B 259	Demolition							4.7(b)										
5	18	B 260	Demolition							4.7(b)	4.8									
5	18	B 261	Demolition							4.7(b)										
5	18	B 262	Demolition							4.7(b)										
5	18	B 263	Demolition							4.7(b)	4.8									
5	18	B 264	Demolition							4.7(b)										
5	18	S 502	Reuse							4.7(e)										
5	18	S 503	Reuse							4.7(e)										
5	18	S 504	Reuse							4.7(e)										
5	18	B 511	Demolition							4.7(b)										
5	18	B 512	Demolition							4.7(b)										
5	18	B 513	Demolition							4.7(b)										
5	18	B 523	Reuse							4.7(b)										
5	18	B 533	Reuse							4.7(b)										
5	18	B 564	Demolition							4.7(b)										
5	18	B 576	Demolition							4.7(b)										
5	18	B 577	Demolition							4.7(b)	4.8									
5	18	B 578	Demolition							4.7(b)										
5	18	B 579	Demolition							4.7(b)										
5	18	B 580	Demolition							4.7(b)										
Parcel 19																				
5	19	B 189	TBD							4.7(b)	4.8	4.9(a)(ii)								
5	19	B 199	Reuse							4.7(c)	4.8	4.9(a)(i)								
5	19	B 547	Reuse							4.7(b)	4.8									
Parcel 20																				
5	20	B 1	Demolition							4.7(a)		4.9(a)(ii)								
5	20	B 42	Demolition							4.7(c)		4.9(a)(ii)								
Parcel 22																				
5	22	B C-3	Demolition							4.7(c)		4.9(a)(ii)								
5	22	B C-4	Reuse							4.7(d)		4.9(a)(i)								
5	22	B 93	Demolition							4.7(a)		4.9(a)(ii)								
5	22	S 128	Reuse							4.7(e)		4.9(a)(i)								
5	22	S 131	Reuse							4.7(e)		4.9(a)(i)								
5	22	S 143	Demolition							4.7(e)		4.9(a)(ii)								
5	22	S 144	Reuse							4.7(e)		4.9(a)(i)								

Table 9
Notifications and Restrictions Summary

CO Area	Parcel	Building/ Structure #	Proposed Disposition	Notifications and Restrictions															
				Hazardous Substances	AOCs/ Areas Under Evaluation	Unexploded Ordnance	Radiological Materials	USTs/ASTs	Pesticides	Asbestos	Indoor Air Quality	Lead-Based Paint	PCBs	Radon	Groundwater Use/ Subsurface Excavation	Historic Property	Prime/Unique Farmland	Wetlands	Monitoring Wells	School Sites
5	22	S 145	Reuse							4.7(e)		4.9(a)(i)								
5	22	S 146	Demolition							4.7(e)		4.9(a)(ii)								
5	22	S 148	Reuse							4.7(e)		4.9(a)(i)								
5	22	S 150	Demolition							4.7(d)		4.9(a)(ii)								
5	22	B 163	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	22	S 202	Reuse							4.7(e)		4.9(a)(i)								
5	22	S 208	Reuse							4.7(e)		4.9(a)(i)								
5	22	B 216	Demolition							4.7(d)		4.9(a)(ii)								
5	22	B 221	TBD							4.7(b)	4.8	4.9(a)(ii)								
5	22	S 256	Reuse							4.7(e)										
5	22	B 258	Demolition							4.7(b)	4.8									
Parcel 24																				
5	24	B 16	Demolition							4.7(c)	4.8	4.9(a)(ii)								
5	24	B 17	Demolition							4.7(d)		4.9(a)(ii)								
5	24	B 17T	Unknown[1]							4.7(b)										
5	24	B 41	Demolition							4.7(b)		4.9(a)(ii)								
5	24	B 47	Demolition							4.7(b)	4.8	4.9(a)(ii)								
5	24	B 47T	Demolition							4.7(b)										
5	24	B 53	Demolition							4.7(b)		4.9(a)(ii)								
5	24	B 66	Demolition							4.7(b)		4.9(a)(ii)								
5	24	B 89	Demolition							4.7(b)		4.9(a)(ii)								
5	24	B 228	Demolition							4.7(b)	4.8									
5	24	B 247	Reuse							4.7(b)										
5	24	B 3005T	Demolition							4.7(b)	4.8									
Parcel 40																				
5	40	B 27	Demolition							4.7(b)		4.9(a)(ii)								
5	40	S 77	Reuse							4.7(e)		4.9(a)(i)								
8	40	B 303	Demolition							4.7(d)	4.8	4.9(a)(ii)								
10	40	S 541	Demolition							4.7(b)										
10	40	S 542	Demolition							4.7(b)										

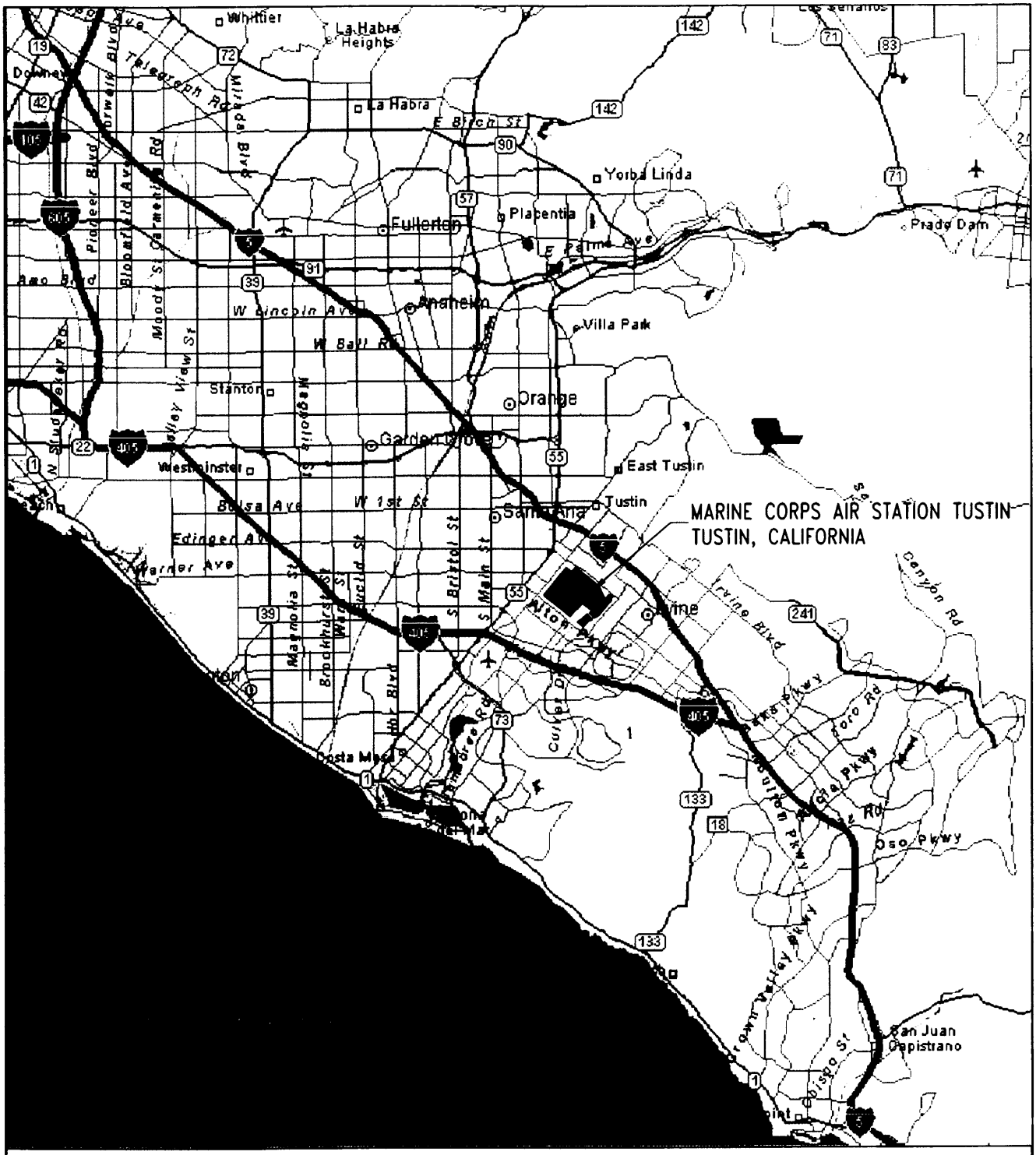
TBD - To Be Determined

Notes:

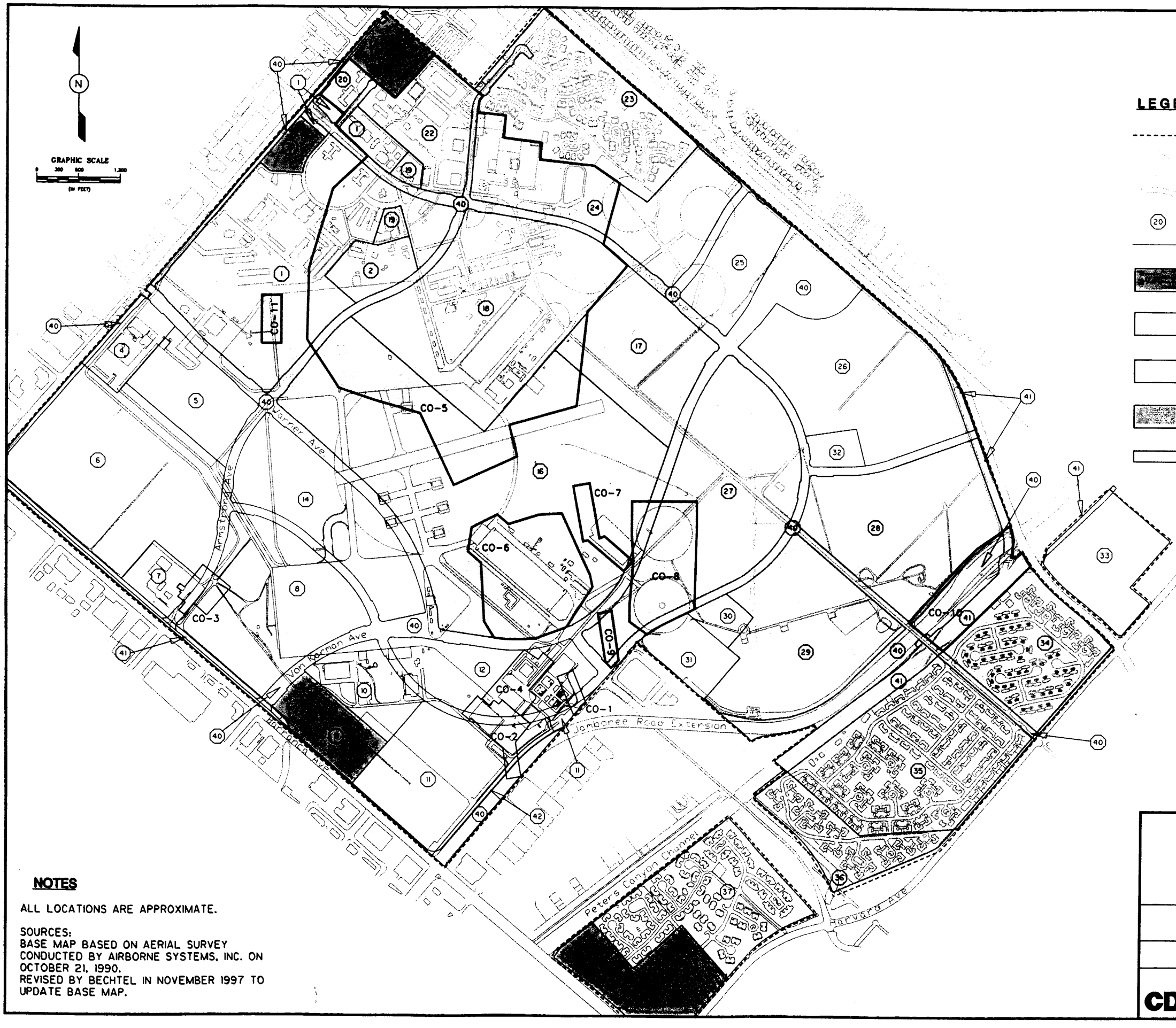
1 - Proposed disposition not specified in Reuse Plan

2 - This excludes portions of Parcels 28 and 41 in CO-10 because they do not contain buildings or structures

3 - This restriction pertains only to the Nuclear Biological and Chemical (NBC) unit of Building 29



MCAS TUSTIN TUSTIN, CALIFORNIA	FOSL 3	MARINE CORPS AIR STATION TUSTIN VICINITY MAP	FIGURE 1
CDM Federal Programs Corporation	DATE: 04/02		
MODIFIED BY: J. Brown	FN: 010_01L		
	PROJECT NO. 1801-010		



LEGEND

- GOVERNMENT PROPERTY LINE
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- (20) PARCEL NUMBER
- PARCEL BOUNDARIES
- FOST BOUNDARIES FOR PARCELS 3, 21, 38, 39, AND PORTIONS OF 40
- FOST BOUNDARIES FOR SOUTHERN PARCELS 4-8, 10-12, 14, AND 42, AND PARCELS 25, 26, 30-33, 37, AND PORTIONS OF 40 AND 41
- FOST BOUNDARIES FOR PARCELS 23, 29, 34, 35, AND 36, AND PORTIONS OF 1, 16, 17, 24, 27, 28, 40 AND 41
- FED TO FED
- CARVE-OUT AREAS

ACRONYMS

CO - Carve-Out area
FOSL - Finding of Suitability to Lease
FOST - Finding of Suitability to Transfer

NOTES

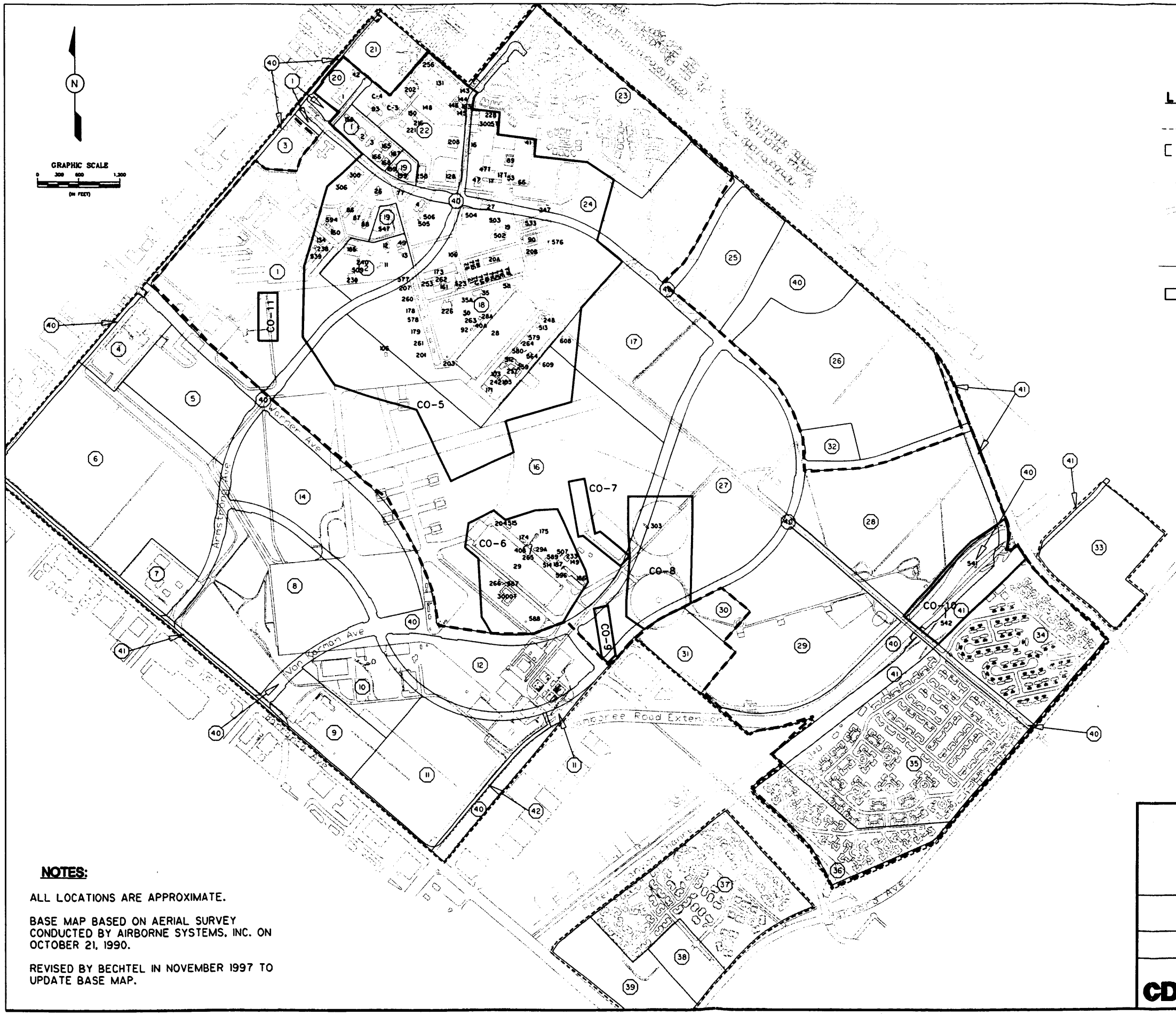
ALL LOCATIONS ARE APPROXIMATE.

SOURCES:
BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21, 1990.
REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

Figure 2
CARVE-OUT AREAS

Marine Corps Air Station Tustin FOSL 3
Tustin, California

	Date: 04/02
CDM Federal Programs Corporation	File No.: 010_02L
	DO No.: 1801-010



LEGEND

- GOVERNMENT PROPERTY LINE
- FOST 3 BOUNDARIES
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- (20) PARCEL BOUNDARIES
- PARCEL NUMBER
- CARVE-OUT AREAS

ACRONYMS

CO - Carve-Out area
FOSL - Finding of Suitability to Lease
FOST Finding of Suitability to Transfer

NOTES:

ALL LOCATIONS ARE APPROXIMATE.

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21, 1990.

REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

Figure 3
BUILDINGS AND STRUCTURES WITHIN CARVE-OUT AREAS

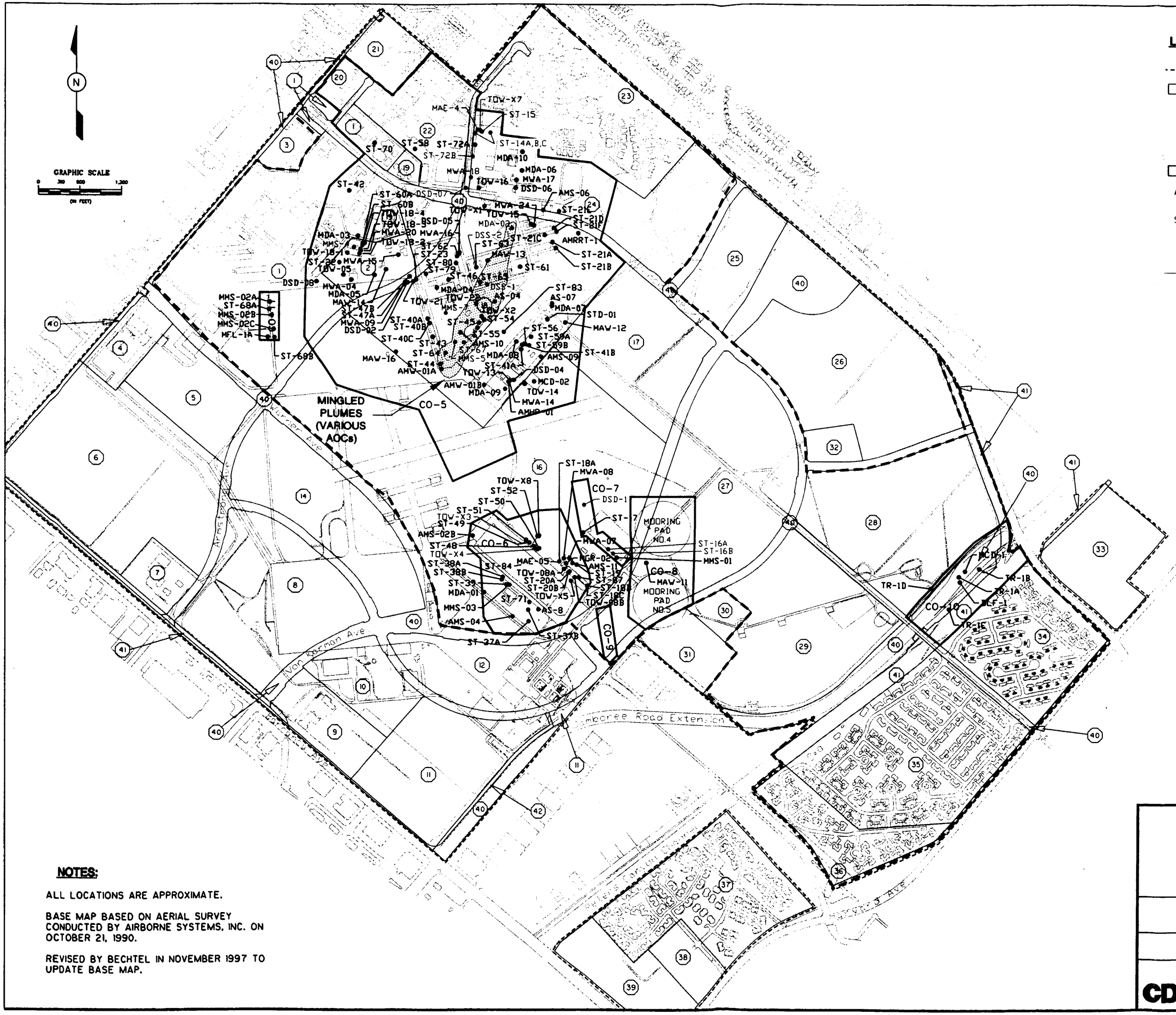
Marine Corps Air Station Tustin FOSL 3
Tustin, California

Date: 04/02

File No.: 010_03L

CDM Federal Programs Corporation

DO No.: 1801-010



LEGEND

- GOVERNMENT PROPERTY LINE
- FOST 3 BOUNDARIES
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- CARVE-OUT AREAS
- AS-07 — AOCs (NFA)
- ST-67 — AOCs (FURTHER ACTION IN PROGRESS)
- (20) — PARCEL NUMBER
- PARCEL BOUNDARIES
- GROUNDWATER PLUME

ACRONYMS

AMHP - aerial photograph, miscellaneous, possible liquid holding pit
AMRRT - aerial photograph, miscellaneous, railroad tracks
AMS - aerial photograph, miscellaneous, stain, possible spill
AMW - aerial photograph, miscellaneous, possible wash
AOC - area of concern
AS - aerial photograph, storage, possible temporary storage
CO - Carve-Out area
DLF - disposal, landfill
DSD - disposal, storm drain
DSS - disposal, sanitary sewer
FOSL - Finding of Suitability to Lease
FOST - Finding of Suitability to Transfer
MAE - miscellaneous, air emmisions
MAW - miscellaneous, abandoned well
MCD - miscellaneous, crash drill site
MDA - miscellaneous, potential disposal area
MFL - miscellaneous, fuel line
MGR - miscellaneous, grease rack
MMS - miscellaneous, major spill
MWA - miscellaneous, wash area
NFA - no further action
No. - number
ST - storage, temporary
STD - storage, designated hazardous waste storage area
TOW - treatment, oil/water separator
TR - treatment, groundwater treatment unit

NOTES:

ALL LOCATIONS ARE APPROXIMATE.

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21, 1990.

REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

Figure 4
AREAS OF CONCERN WITHIN CARVE-OUT AREAS

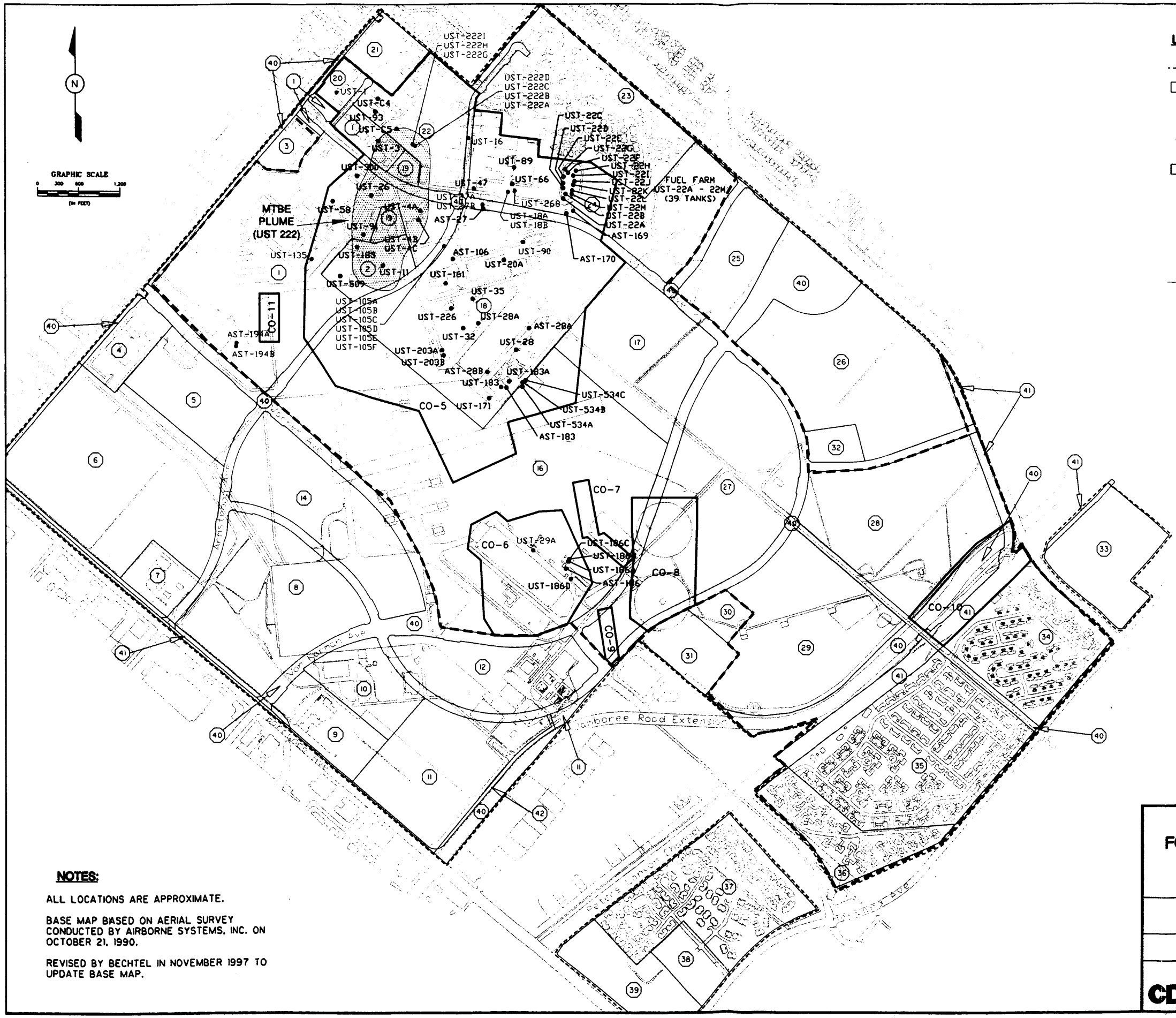
Marine Corps Air Station Tustin FOSL 3
Tustin, California

Date: 04/02

File No.: 010_04L

DO No.: 1801-010

CDM Federal Programs Corporation



LEGEND

- GOVERNMENT PROPERTY LINE
- FOST 3 BOUNDARIES
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- CARVE-OUT AREAS
- UST-11 FORMER UST/AST SITES (NFA)
- UST-29 FORMER UST/AST SITES (FURTHER ACTION IN PROGRESS)
- (20) PARCEL NUMBER
- PARCEL BOUNDARIES
- GROUNDWATER PLUME

ACRONYMS

AST - aboveground storage tank
CO - Carve-Out area
FOSL - Finding of Suitability to Lease
FOST - Finding of Suitability to Transfer
MTBE - methyl tertiary-butyl ether
NFA - no further action
UST - underground storage tank

NOTES:

ALL LOCATIONS ARE APPROXIMATE.

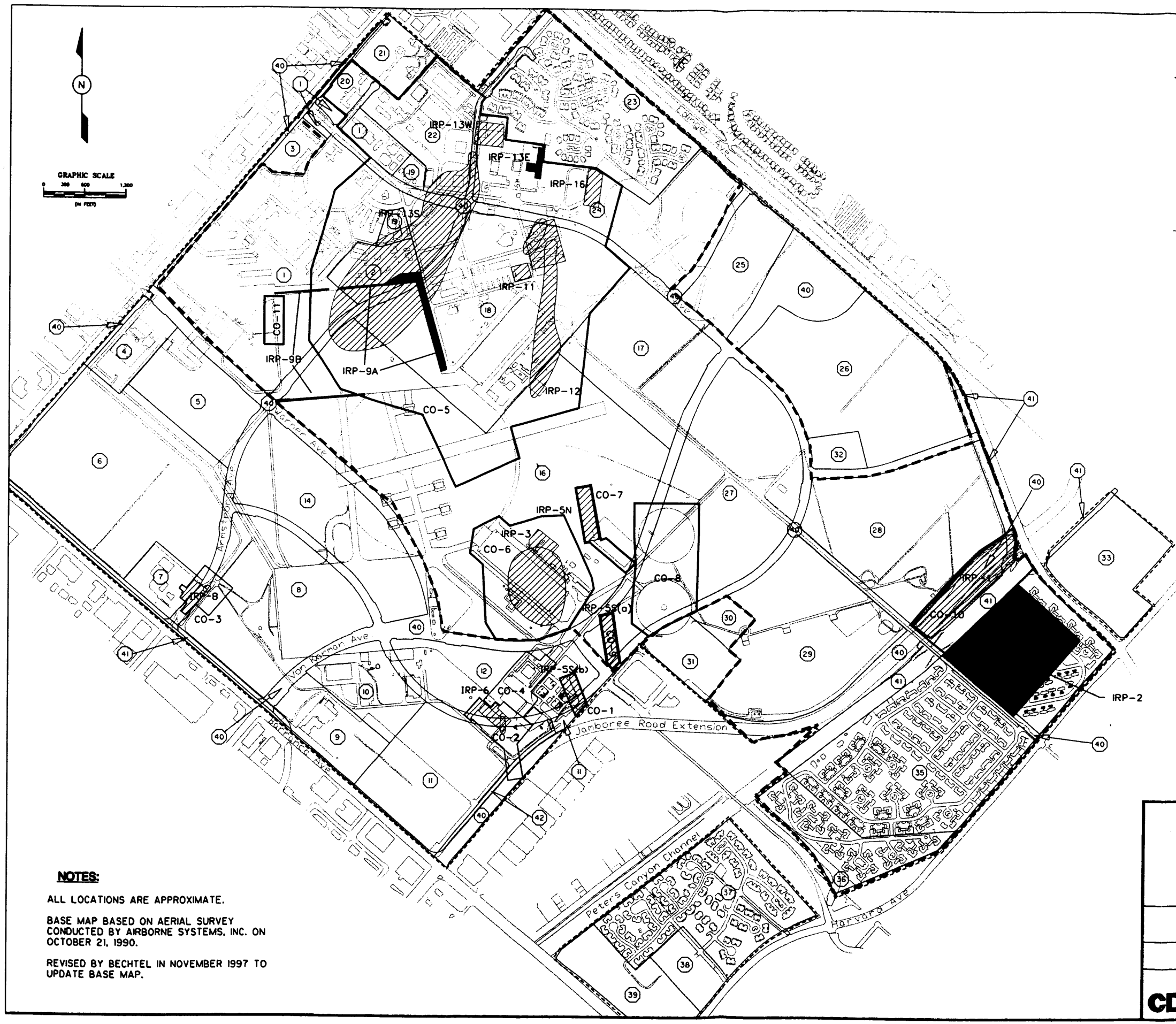
BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21, 1990.

REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

Figure 5
FORMER UST/AST SITES WITHIN CARVE-OUT AREAS

Marine Corps Air Station Tustin FOSL 3
Tustin, California

	Date: 04/02
CDM Federal Programs Corporation	File No.: 010_05L
	DO No.: 1801-010



LEGEND

- GOVERNMENT PROPERTY LINE
- FOST 3 BOUNDARIES
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- CARVE-OUT AREAS
- (20) PARCEL NUMBER
- PARCEL BOUNDARIES
- IRP SITES (FURTHER ACTION IN PROGRESS)
- IRP SITES (NFA)

ACRONYMS

CO - Carve-Out area
FOSL - Finding of Suitability to Lease
FOST - Finding of Suitability to Transfer
IRP - Installation Restoration Program
NFA - no further action

NOTES:

ALL LOCATIONS ARE APPROXIMATE.

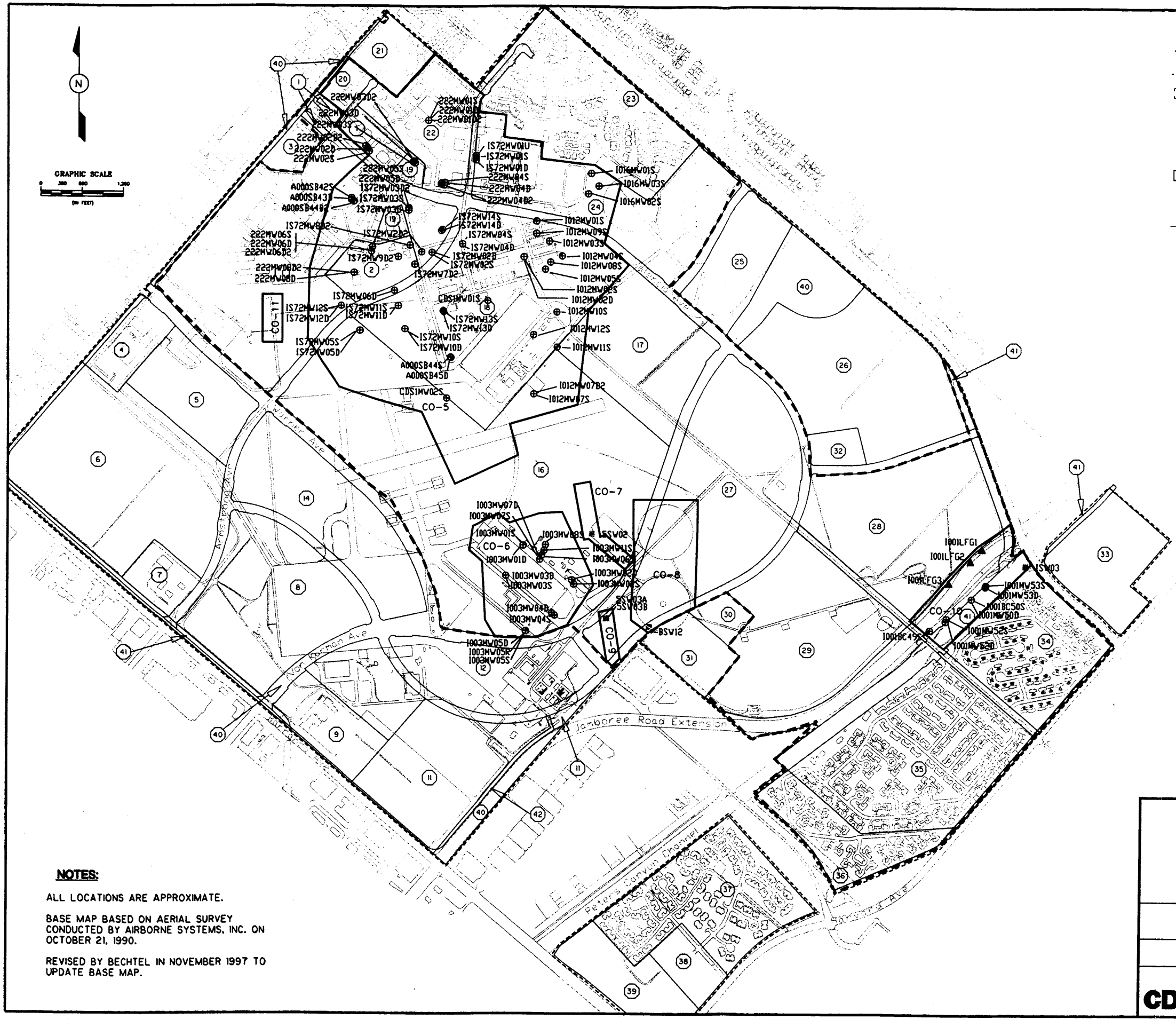
BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21, 1990.

REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

Figure 6
IRP SITES WITHIN CARVE-OUT AREAS

Marine Corps Air Station Tustin FOSL 3
Tustin, California

	Date: 04/02
CDM Federal Programs Corporation	File No.: 010_06L
	DO No.: 1801-010



LEGEND

- GOVERNMENT PROPERTY LINE
- FOST 3 BOUNDARIES
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- CARVE-OUT AREAS
- (20) PARCEL NUMBER
- PARCEL BOUNDARIES
- SURFACE WATER GAUGING LOCATION
- MONITORING WELL
- LANDFILL GAS MONITORING PROBE

NOTES:

ALL LOCATIONS ARE APPROXIMATE.

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21, 1990.

REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

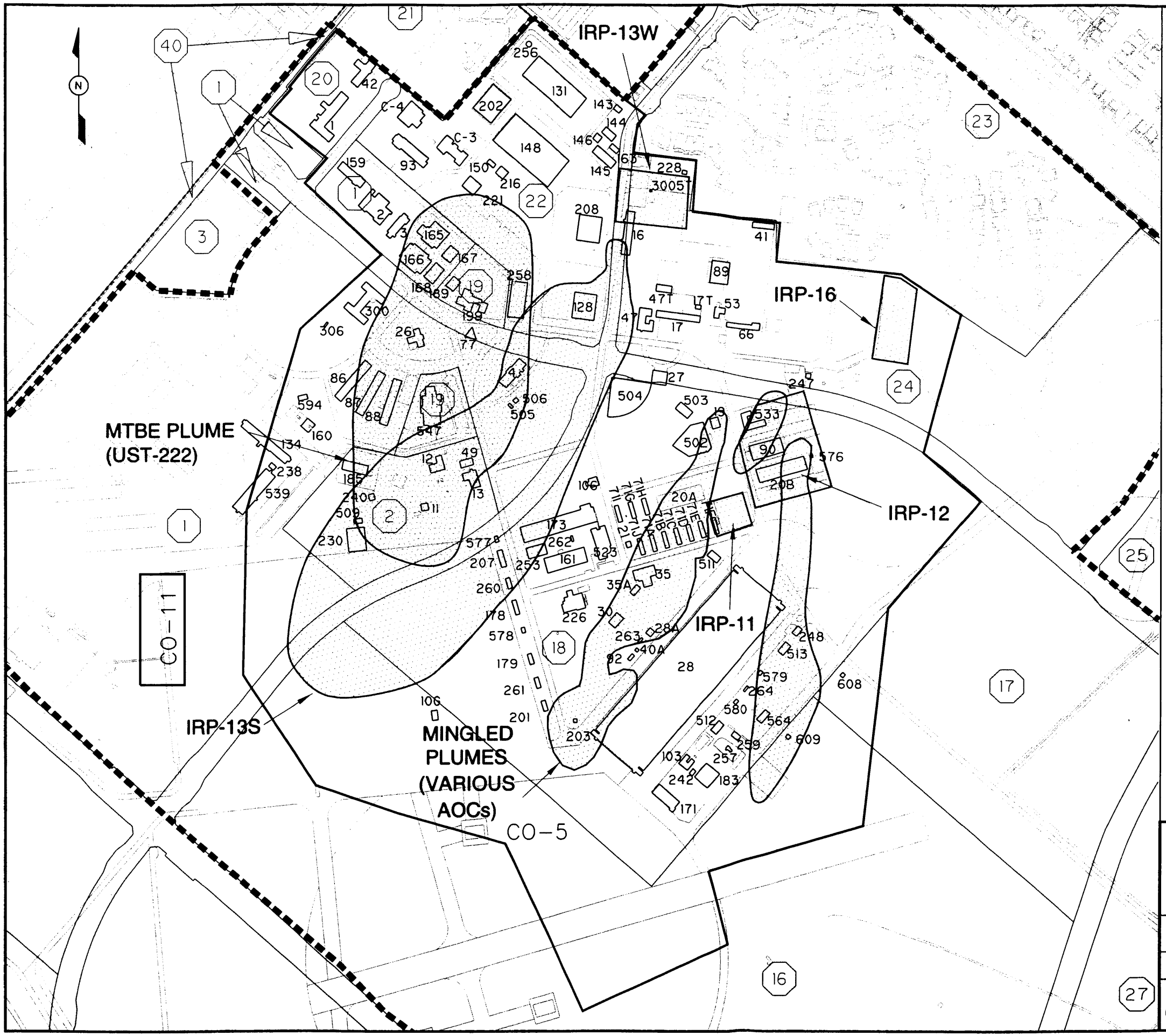
ACRONYMS

CO - Carve-Out area
FOSL - Finding of Suitability to Lease
FOST - Finding of Suitability to Transfer

Figure 7
MONITORING WELLS, SURFACE WATER GAUGING LOCATIONS, AND LANDFILL GAS MONITORING PROBE WITHIN CARVE-OUT AREAS

Marine Corps Air Station Tustin FOSL 3
Tustin, California

	Date: 04/02
CDM Federal Programs Corporation	File No.: 010_07L
	DO No.: 1801-010



LEGEND

- GOVERNMENT PROPERTY LINE
- FOST 3 BOUNDARIES
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- CARVE-OUT AREAS
- (20) PARCEL NUMBER
- PARCEL BOUNDARIES
- AREAS OF KNOWN CONTAMINATION

0 300 600 1,200

APPROXIMATE SCALE IN FEET

NOTES:

ALL LOCATIONS ARE APPROXIMATE.

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21, 1990.

REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

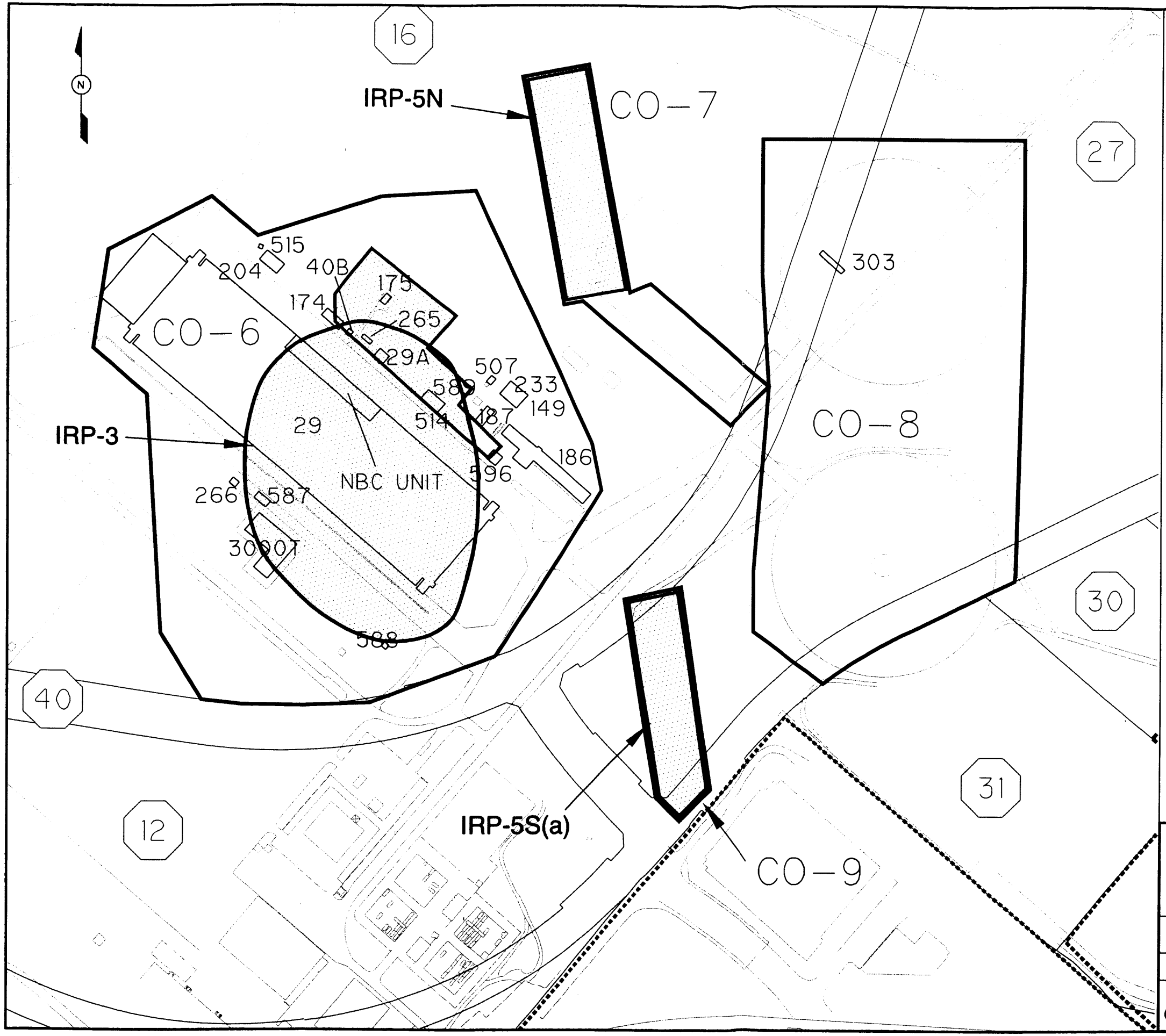
ACRONYMS

AOC - Area of Concern
CO - Carve-Out area
FOSL - Finding of Suitability to Lease
FOST - Finding of Suitability to Transfer
IRP - Installation Restoration Program
MTBE - methyl tertiary-butyl ether
UST - underground storage tank

Figure 8
CARVE-OUT AREAS 5 AND 11

Marine Corps Air Station Tustin FOSL 3
Tustin, California

	Date: 04/02
CDM Federal Programs Corporation	File No.: 010_08L
	DO No.: 1801-010



LEGEND

- GOVERNMENT PROPERTY LINE
- FOST 3 BOUNDARIES
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- CARVE-OUT AREAS
- (20) PARCEL NUMBER
- PARCEL BOUNDARIES
- AREAS OF KNOWN CONTAMINATION

0 100 300 600

APPROXIMATE SCALE IN FEET

NOTES:

ALL LOCATIONS ARE APPROXIMATE.

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21, 1990.

REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

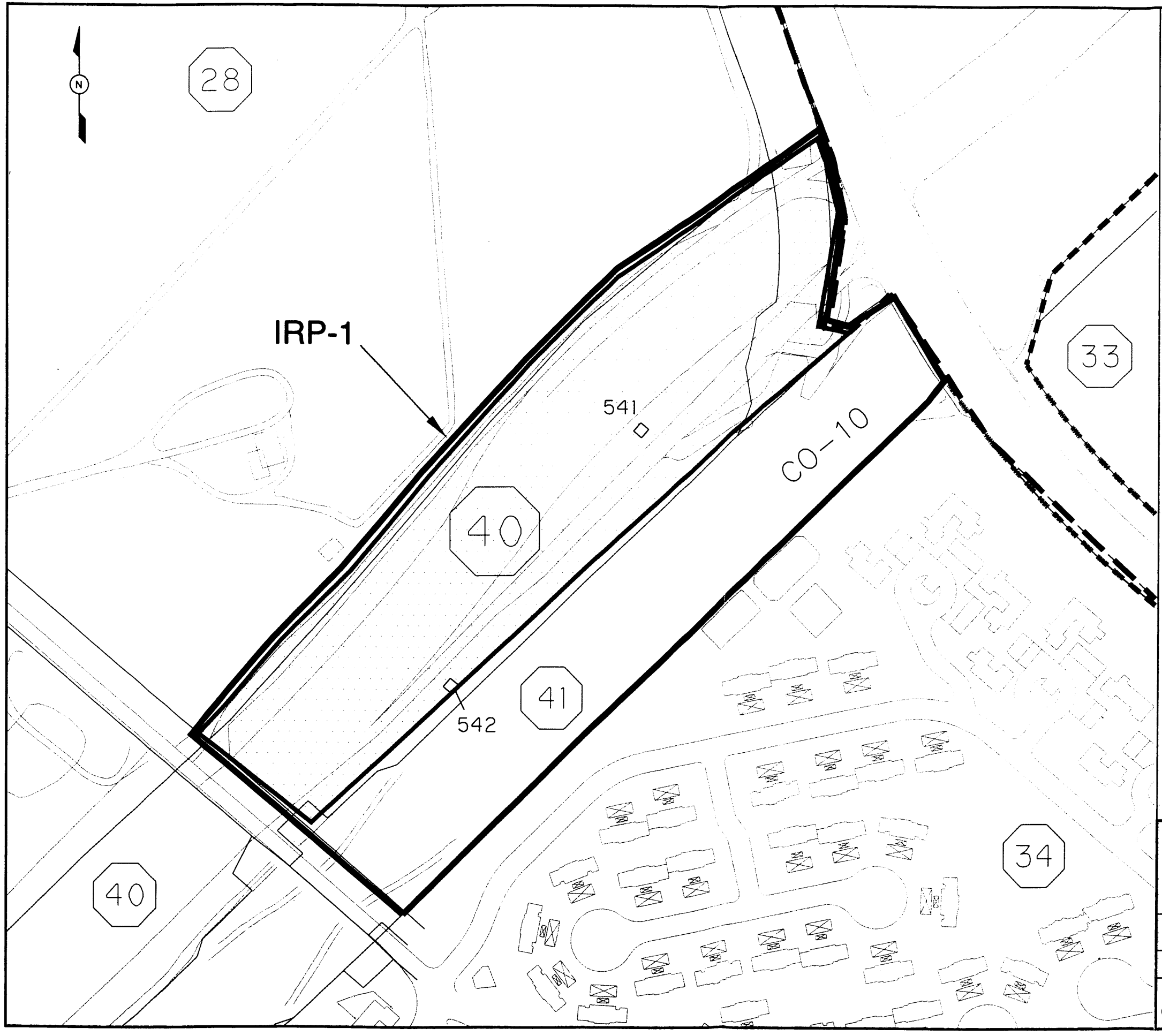
ACRONYMS

CO - Carve-Out area
FOSL - Finding of Suitability to Lease
FOST - Finding of Suitability to Transfer
IRP - Installation Restoration Program
NBC - Nuclear Biological and Chemical

Figure 9
CARVE-OUT AREAS 6, 7, 8, AND 9

Marine Corps Air Station Tustin FOSL 3
Tustin, California

	Date: 04/02
CDM Federal Programs Corporation	File No.: 010_09L
	DO No.: 1801-010



LEGEND

- GOVERNMENT PROPERTY LINE
- FOST 3 BOUNDARIES
- BUILDING OR STRUCTURE
- EXISTING ROAD OR PAVED AREA
- CARVE-OUT AREAS
- (20) PARCEL NUMBER
- PARCEL BOUNDARIES
- AREAS OF KNOWN CONTAMINATION

0 100 200 300 600

APPROXIMATE SCALE IN FEET

NOTES:

ALL LOCATIONS ARE APPROXIMATE.

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21, 1990.

REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.

ACRONYMS

CO - Carve-Out area
FOSL - Finding of Suitability to Lease
FOST - Finding of Suitability to Transfer
IRP - Installation Restoration Program

Figure 10
CARVE-OUT AREA 10

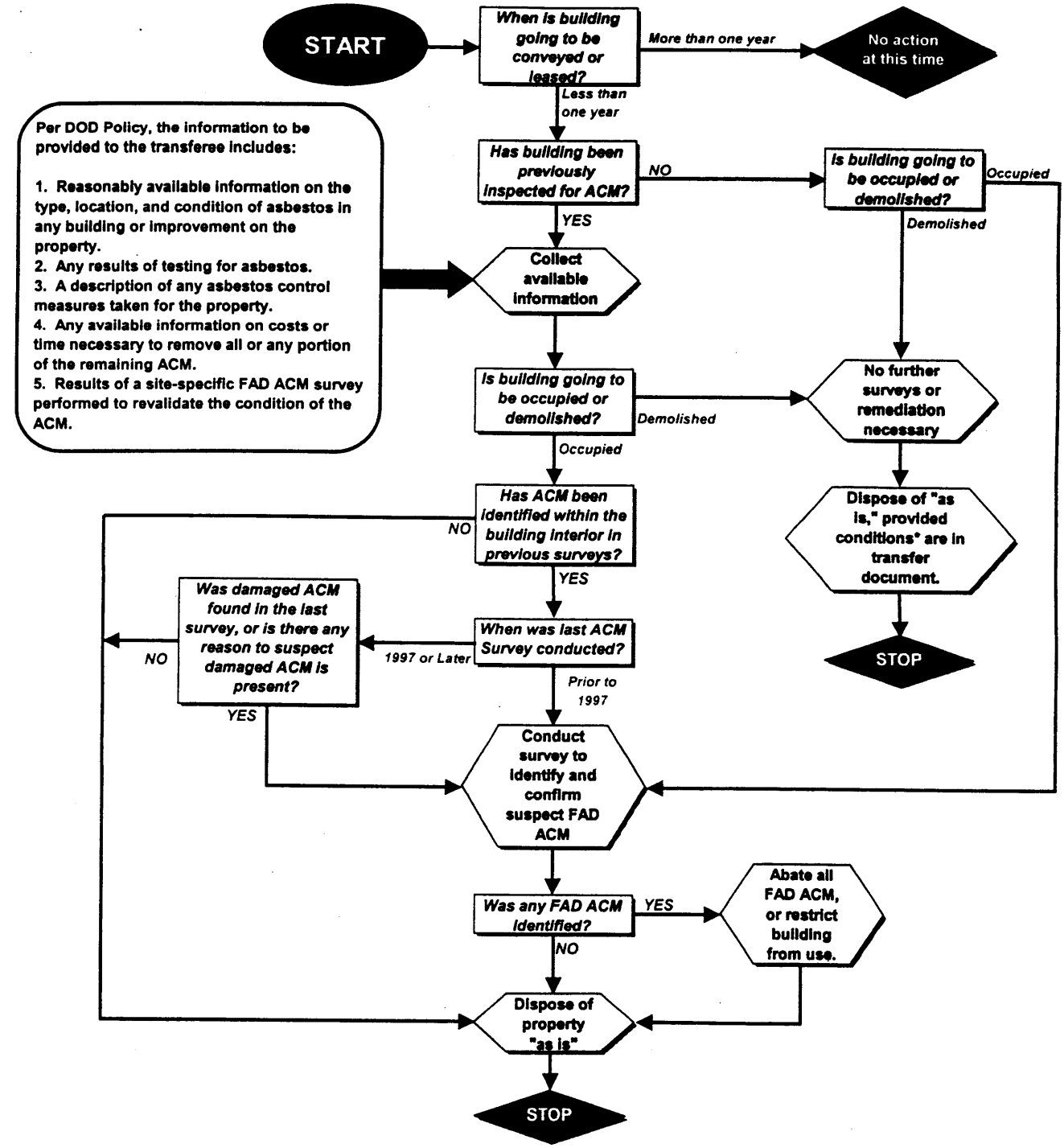
Marine Corps Air Station Tustin FOSL 3
Tustin, California

	Date: 04/02
CDM Federal Programs Corporation	File No.: 010_10L
	DO No.: 1801-010

FIGURE 11
DECISION TREE FOR ASBESTOS-CONTAINING MATERIAL SURVEYS

DOD POLICY ON ASBESTOS AT BRAC PROPERTIES

Prior to property disposal, all available information on the existence, extent and condition of ACM shall be provided to the transferee in an EBS report or other appropriate document. All property containing ACM will be conveyed, leased or otherwise disposed of as is through the BRAC process, unless it is determined by competent authority that the ACM in the property poses a threat to human health at the time of transfer. This flow chart summarizes the steps necessary to comply with the DOD policy on asbestos at BRAC properties.



* Unless existing surveys indicate that there is no ACM which poses a threat to human health, the transfer document must prohibit occupation of the buildings prior to the demolition, and the transferee must assume responsibility for the management of any ACM in accordance with applicable laws.

ATTACHMENT 1
REFERENCES

REFERENCES

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BNI. See Bechtel National, Inc.

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DoD. See United States Department of Defense.

DON. See United States Department of the Navy.

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ATTACHMENT 2
NO FURTHER ACTION REGULATORY CONCURRENCE LETTERS FOR AOCS, USTS, AND ASTS WITHIN CARVE OUT AREAS 5, 6, 7, 8, 9, 10, AND 11

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN MAW-09, MAW-10, MAW-11, MAW-12, MAW-13, MAW-14, AND MAW-15 AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) MAW-09, MAW-10, MAW-11, MAW-12, MAW-13, MAW-14, and MAW-15 at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 7/12/2001

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 7/12/01

Patricia Hannon,
RWQCB
Project Manager

Date: 7/12/2001

Jennifer Rich,
Cal-EPA, DTSC
Project Manager

Date: 7/12/01

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN
MWA-15 AND UST-89 AT MCAS TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) MWA-15 and UST-89 at MCAS Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 3/29/01

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 3/29/01

John Broderick,
RWQCB
Project Manager

Date: 3/29/01

Jennifer Rich,
Cal-EPA, DTSC
Project Manager

Date: 3-29-01

CONCURRENCE SIGNATURE PAGE

CONCURRENCE TO REMOVE AREAS OF CONCERN (AOCs) DLF-1, MCD-1 AND TR1[A-D] FROM THE MCAS TUSTIN AOC LIST AT MCAS TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation to remove area of concerns (AOCs) DLF-1, MCD-1 and TR1[A-D] from the MCAS Tustin AOC List at MCAS Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 3/29/01

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 3/29/01

John Broderick,
RWQCB
Project Manager

Date: 3/29/01

Jennifer Rich,
Cal-EPA, DTSC
Project Manager

Date: 3-29-01

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN ST-35, ST-36, ST-51, ST-72A, ST-88, ST-89, ST-90, AND ST-91 AT MCAS TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) ST-35, ST-36, ST-51, ST-72A, ST-88, ST-89, ST-90, and ST-91 at MCAS Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 2/22/01

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 2/22/01

John Broderick,
RWQCB
Project Manager

Date: 2/22/01

Jennifer Rich,
Cal-EPA, DTSC
Project Manager

Date: 2/22/01

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN ST-18B, ST-19, ST-20A, ST-20B, ST-48, ST-49, ST-50, ST-52, ST-81, ST-86, AND ST-87 AT MCAS TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) ST-18B, ST-19, ST-20A, ST-20B, ST-48, ST-49, ST-50, ST-52, ST-81, ST-86, and ST-87 at MCAS Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 1/18/01

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 1/18/01

John Broderick,
RWQCB
Project Manager

Date: 1/18/01

Jennifer Rich,
Cal-EPA, DTSC
Project Manager

Date: 1-18-01

California Regional Water Quality Control Board
Santa Ana Region

Winston H. Hickox
Secretary for Environmental Protection

Internet Address: http://www.swrcb.ca.gov/rwqcb8
3737 Main Street, Suite 500, Riverside, California 92501-3348
Phone (909) 782-4130 - FAX (909) 781-6288

Gray Davis
Governor

January 17, 2001

Mr. Keith Forman, 06CC.KF
BRAC Environmental Coordinator
Naval Facilities Engineering Command, SWDIV
1220 Pacific Highway
San Diego, CA 92132-5190

COMMENTS ON ABOVEGROUND STORAGE TANK REMOVAL REPORT, ABOVEGROUND STORAGE TANK SITES 28A, 28B, 183, 273A, 273B, 526, 558A, 558B, AND 568, REVISION 1, FORMER MARINE CORPS AIR FACILITY, TUSTIN

Dear Mr. Forman:

We have completed our review of the above referenced document dated December 7, 2000, and received at this office on December 8, 2000. We concur with the recommendation for no further action, with the provision that a correction page for Section 2.5 be submitted for Regional Board staff review and approval. The correction page must include the specific phrasing as written in response to our comment 5e.

For any questions on this review or related matters, please call me at (909) 782-4494.

Sincerely,

John Broderick
SLIC/DoD/AGT Section

cc: Ms. Jennifer Rich, Department of Toxic Substances Control, OMF
Ms. DeAnna Dunbar, Naval Facility Engineering Command, SWDIV
Ms. Nicole Moutoux, U.S. EPA, Region IX

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN MAW-07, MAW-08, MAW-16, TOW-03, UST-526A, UST-526B, AND TOW-07 AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) MAW-07, MAW-08, MAW-16, TOW-03, UST-526A, UST-526B, and TOW-07 at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 11/16/00

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 11/16/00

John Broderick,
RWQCB
Project Manager

Date: 11/16/00

Jennifer Rich,
Cal-EPA, DTSC
Project Manager

Date: 11-16-00

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR IRP SITES IRP-9A AND IRP-9B AND AREAS OF CONCERN ST-40A, ST-40B, ST-40C, ST-43, ST-44, ST-47A, AND ST-47B AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for IRP Sites IRP-9A AND IRP-9B and areas of concern (AOC) ST-40A, ST-40B, ST-40C, ST-43, ST-44, ST-47A, and ST-47B at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 10/19/00

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 10/31/00

John Broderick,
RWQCB
Project Manager

Date: 10/23/00

Jennifer Rich,
Cal-EPA, DTSC
Project Manager

Date: 10-19-00

California Regional Water Quality Control Board
Santa Ana Region

...ston H. Hickox
...ecretary for
...vironmental
Protection

Internet Address: http://www.swrcb.ca.gov/rwqcb8
3737 Main Street, Suite 500, Riverside, California 92501-3348
Phone (909) 782-4130 - FAX (909) 781-6288

Gray Davis
Governor

September 28, 2000

Mr. Keith Forman
BRAC Environmental Coordinator
Naval Facilities Engineering Command, SWDIV
1220 Pacific Highway
San Diego, CA 92132-5190

COMMENTS ON TANK REMOVAL AND SITE CLOSURE REPORT, ABOVEGROUND STORAGE TANKS 169/170, MARINE CORPS AIR FACILITY, TUSTIN

Dear Mr. Forman:

We have completed our review of the above-referenced document, dated January 29, 1999, which we received on February 24, 1999. We do not have significant comments on this report, and concur with the recommendation for no further action.

For any questions on this review or related matters, please call me at (909) 782-4494.

Sincerely,

John Broderick
SLIC/DoD/AGT Section

cc: Ms. Jennifer Rich, Department of Toxic Substances Control, OMF
Ms. DeAnna Dunbar, Naval Facility Engineering Command, SWDIV
Ms. Nicole Moutoux, U.S. EPA, Region IX

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

September 28. 2000

Mr. Keith Forman, 06CC.KF
BRAC Environmental Coordinator
Marine Corps Air Facility Tustin
Southwest Division
Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, CA 92132-5190

Re: Record of Decision, OU-2, No Action Sites and Areas of Concern, Marine Corps Air Facility, Tustin, September, 2000

Dear Mr. Forman:

The United States Environmental Protection Agency, Region IX (USEPA) has received and reviewed the Record of Decision for OU-2, No Action Sites and Areas of Concern for the Tustin Marine Corps Air Facility, September. 2000. The Record of Decision (ROD) addresses a number of sites and areas of concern where no remedial action is required to protect human health and the environment.

Since the Marine Corps Air Facility Tustin is not on the National Priorities List, USEPA does not have a formal concurrence role and will not be signing the ROD. However, the USEPA has been an active participant on the team overseeing the environmental investigation, testing and evaluation in support of the remedial work at these sites. The Department of the Navy (DON) has worked in cooperation with the State of California Department of Toxic Substances Control and the Santa Ana Regional Water Quality Control Board as well as with the USEPA in the development of alternatives as well as remedy selection for these sites. We therefore find the ROD sufficient to meet our requirements and are in agreement with the selected remedy for these IR sites.

We wish to thank the Navy for the opportunity to be involved in the work at the Marine Corps Air Facility Tustin. We look forward to working with the Navy and regulatory agencies in the future to insure a thorough cleanup and safe transfer of all DON property comprising the facility.

Sincerely,

Daniel A Meer, Chief
Federal Facilities Branch

Date: 03/14/00

Declaration

Signature: _____ Date: 9/21/00

Mr. Keith Forman
Base Realignment and Closure Environmental Coordinator
Marine Corps Air Facility Tustin

Signature: _____ Date: 9/26/00

Mr. John E. Scandura, Chief
Southern California Operations
Office of Military Facilities
Department of Toxic Substances Control

Signature: _____ Date: 9/29/00

Mr. Gerard Thibeault
Executive Officer
Regional Water Quality Control Board, Santa Ana Region

* OU-2 ROD applies to IRP-2, IRP-9A, IRP-9B, IRP-13E, and AOCs: AD-04, AS-6, AS-08, AST-02, AST-04, MDA-04, MDA-07, MMS-01, and MWA-3..

Date: 07/10/00

DECLARATION

SITE NAME AND LOCATION

Marine Corps Air Facility (MCAF) Tustin
Operable Unit (OU)-2
Installation Restoration Program (IRP) Sites: IRP-2, IRP-9, IRP-13E
Areas of Concern (AOCs): AD-04, AS-06, AS-08, AST-02, AST-04, MDA-04, MDA-07, MMS-01, MWA-03
Orange County, California

STATEMENT OF BASIS AND PURPOSE

This decision document presents the selected final remedial action for IRP-2, IRP-9, and IRP-13E and AOCs AD-04, AS-06, AS-08, AST-02, AST-04, MDA-04, MDA-07, MMS-01, and MWA-03 at MCAF Tustin in Orange County, California. The remedial action was developed in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 and, to the extent practicable, the National Oil and Hazardous Substances Pollution Contingency Plan. This Record of Decision (ROD)/Remedial Action Plan (RAP) has also been prepared in accordance with California Health and Safety Code Section 25356.1. This action is based on the administrative record file for these sites/AOCs.

The state of California (through the California Environmental Protection Agency Department of Toxic Substances Control [DTSC] and Santa Ana Regional Water Quality Control Board [RWQCB]) and the United States Environmental Protection Agency (U.S. EPA) agree on the selected remedy.

DESCRIPTION OF THE SELECTED REMEDY: NO ACTION

No action is the selected remedy for IRP-2, IRP-9, and IRP-13E and AOCs AD-04, AS-06, AS-08, AST-02, AST-04, MDA-04, MDA-07, MMS-01, and MWA-03. In selecting the no action remedy for these sites/AOCs, the Department of the Navy (DON) has determined that the existing condition of the sites/AOCs is protective of human health and the environment.

Removal actions were conducted at MWA-03, IRP-2, IRP-9A, and IRP-9B. The Resource Conservation and Recovery Act action at MWA-03 took place in December 1997 and involved the excavation, transport, and treatment of 285 tons of total petroleum hydrocarbon (TPH)- and polynuclear aromatic hydrocarbon (PAH)-contaminated soil using an on-site thermal desorption unit. The non-time-critical removal action of soil at IRP-2 took place in May 1997. This action involved excavation and treatment of approximately 569 tons of PAH-contaminated soil. A non-time-critical removal action was conducted at IRP-9A between 10 July and 04 September 1997 and at IRP-9B between 14 October 1998 and 05 January 1999. The actions at IRP-9A and IRP-9B involved excavation and treatment of approximately 700 and 6,827 tons of TPH- and

PAH-contaminated soil, respectively. Human-health risk assessments were performed to evaluate the risks remaining after the removal actions at MWA-03, IRP-02, IRP-9A, and IRP-9B. These assessments showed that the postremoval condition at each site/AOC is protective of human health and the environment.

Soil and groundwater at each of the sites and AOCs included in this OU-2 ROD/RAP were evaluated and were determined to require no further action due to site-specific releases. However, IRP-9, AS-08, MDA-04, and MDA-07 are located near large volatile organic compound plumes that originate from three OU-1 sites (IRP-3, IRP-12, and IRP-13S). Therefore, groundwater at IRP-9, AS-08, MDA-04, and MDA-07 is being addressed as part of the OU-1 remedial action. The need for groundwater cleanup at IRP-9 and AS-08, MDA-04, and MDA-07 will be evaluated in conjunction with remedial action at OU-1 and will be documented in a separate ROD/RAP. DTSC, RWQCB, and U.S. EPA agree with this approach.

No monitoring or deed restrictions are required to address chemicals present in soil and/or groundwater as a result of operations at the no action sites/AOCs. However, use restrictions may be required as part of potential remedial actions associated with OU-1. The need for such restrictions will be addressed in the proposed plan and ROD/RAP for OU-1.

The property containing IRP-9, AS-08, MDA-04, and MDA-07 will not be transferred until the evaluation of OU-1 is complete and remedial action is finalized unless an early transfer is pursued. Institutional controls are anticipated and will be developed in conjunction with an Environmental Restriction Covenant and Agreement. When the Environmental Restriction Covenant and Agreement is finalized, it will be executed by the state and the federal government contemporaneously with the negotiation and execution of the conveyance of the property to the transferee(s) by deed, pursuant to the Defense Base Closure and Realignment Act of 1990, 10 *United States Code* Section 2687 note.

DECLARATION STATEMENT

The DON has determined that no remedial action is necessary to ensure the protection of human health and the environment at IRP-2, IRP-9, and IRP-13E and AOCs AD-04, AS-06, AS-08, AST-02, AST-04, MDA-04, MDA-07, MMS-01, and MWA-03. This determination was based on extensive field investigations, laboratory analyses, and a thorough assessment of potential human-health risks at each location. Ecological risk assessments were not performed at these sites/AOCs because habitat surveys performed in October and November 1994 and February 1995 showed that there is no suitable wildlife habitat present (BNI 1996i,j). The results of the human-health risk assessments of these sites/AOCs show that the chemicals present at the sites/AOCs do not present an unacceptable risk to human health or the environment. Therefore, no remedial action is required at these sites/AOCs. Because hazardous substances are not present at concentrations above unacceptable levels, CERCLA Section-121 cleanup standards do not apply.

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN MWA-11A, MWA-11B, TOW-10, MWA-24, TOW-15, MWA-25, TOW-X6, AS-3A, AS-3B, AND AS-3C AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) MWA-11A, MWA-11B, TOW-10, MWA-24, TOW-15, MWA-25, TOW-X6, AS-3A, AS-3B, and AS-3C at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 6/22/00

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 6/22/00

Patricia Hannon,
RWQCB
Project Manager

Date: 6/22/00

Jennifer Rich,
Cal-EPA, DTSC
Project Manager

Date: 6/22/00

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN MWA-02, TOW-02, UST-536, MWA-04, TOW-05, UST-509, TOW-21, AND MWA-21 AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) MWA-02, TOW-02, UST-536, MWA-04, TOW-05, UST-509, TOW-21, and MWA-21 at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 5/15/00

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 5/18/00

Patricia Hannon,
RWQCB
Project Manager

Date: 5/18/00

Jennifer Rich,
Cal-EPA, DTSC
Project Manager

Date: 5/18/00

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN ST-5A, ST-12, ST-22, ST-37B, ST-39, ST-42, AND ST-45 AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) ST-5A, ST-12, ST-22, ST-37B, ST-39, ST-42, and ST-45 at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 5/18/00

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 5/18/00

Patricia Hannon,
RWQCB
Project Manager

Date: 5/18/00

Jennifer Rich,
Cal-EPA, DTSC
Project Manager

Date: 5/18/00

California Regional Water Quality Control Board
Santa Ana Region

Winston H. Hickox
Secretary for Environmental Protection

Internet Address: http://www.swrcb.ca.gov/rwqcb8
3737 Main Street, Suite 500, Riverside, California 92501-3348
Phone (909) 782-4130 - FAX (909) 781-6288

Gray Davis
Governor

May 15, 2000

Mr. Keith Forman, 06CC.KF
BRAC Environmental Coordinator
Naval Facilities Engineering Command, SWDIV
1220 Pacific Hwy
San Diego CA 92132-5190

ABOVEGROUND STORAGE TANK REMOVAL REPORT FOR ABOVEGROUND STORAGE TANK (AST) SITES 27, 28 (28A), 186, 227, 537, 540A, 540B, AND 6169B, MARINE CORPS AIR FACILITY, TUSTIN

Dear Mr. Forman:

We have completed our review of the above referenced document dated June 9, 1998 and received at this office on July 23, 1998. According to the report, eight ASTs were inspected for leaks and soil samples were collected for analysis, if evidence of leakage (visable surface staining) was found. Please note that AST 28 in the title of the above report is referred to as AST 28A in the text and on the maps. No surface staining was observed around ASTs 27, 28A, 227, 537, 540A, 540B, and 6169B.

At AST168 staining was observed near the tank. Two soil samples were collected: one at the surface and one at one foot below the surface. The soil samples were analyzed for total petroleum hydrocarbons (TPH) as diesel and volatile organic compounds. The laboratory analytical results showed low concentrations of TPH in the surface sample and low concentrations of 2-butanone and acetone in the deeper sample.

Base on the information in the June 9, 1998 Aboveground Storage Tank Removal Report For Aboveground Storage Tank (Ast) Sites 27, 28, 186, 227, 537, 540A, 540B, And 6169B, Marine Corp Air Facility, Tustin, and provided it is accurate and representative of the site conditions, we concur with your request for no further action at the following AST sites 27, 28A, 186, 227, 537, 540A, 540B, And 6169B.

If you should have any questions, please call me at (909) 782-4498.

Sincerely,

Patricia A. Hannon

Patricia A. Hannon
SLIC/DoD/AGT Section

cc: Dept. of Toxic Substances Control - Sharon Fair
Naval Facility Engineering Command, SWDIV - DeAnna Dunbar
Orange County Health Care Agency - Quang Tran
U. S. EPA - Nicole Moutoux

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN MWA-07, TOW-08A, TOW-08B, UST-186D, MWA-14, TOW-13, UST-183A, MWA-08, MMS-06, MMS-08, MGR-02, MCD-02, TOW-14, UST-534A, UST-534B, AND UST-534C AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) MWA-07, TOW-08A, TOW-08B, UST-186D, MWA-14, TOW-13, UST-183A, MWA-08, MMS-06, MMS-08, MGR-02, MCD-02, TOW-14, UST-534A, UST-534B, and UST-534C at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 4/21/00

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 4/21/2000

Patricia Hannon,
RWQCB
Project Manager

Date: 4/21/2000

Majed Ibrahim,
Cal-EPA, DTSC
Project Manager

Date: 4/21/2000

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN ST-13A, ST-13B, ST-18A, ST-26A, ST-34A, ST-46, ST-55, ST-56, ST-60A, AND ST-80 AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) ST-13A, ST-13B, ST-18A, ST-26A, ST-34A, ST-46, ST-55, ST-56, ST-60A, and ST-80 at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 4/21/00

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 4/21/2000

Patricia Hannon,
RWQCB
Project Manager

Date: 4/21/2000

Majed Ibrahim,
Cal-EPA, DTSC
Project Manager

Date: 4/21/2000

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN ST-7, ST-8, ST-21C, ST-21D, ST-21E, ST-21F, ST-79, AND ST-82 AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) ST-7, ST-8, ST-21C, ST-21D, ST-21E, ST-21F, ST-79, and ST-82 at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 2/24/00

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 2/24/00

Patricia Hannon,
RWQCB
Project Manager

Date: 2/24/00

Majed Ibrahim,
Cal-EPA, DTSC
Project Manager

Date: 2/24/2000

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN TOW-18-1, TOW-18-2, TOW-18-3, TOW-18-4, MWA-20 and TOW-X2 AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) TOW-18-1, TOW-18-2, TOW-18-3, TOW-18-4, MWA-20 and TOW-X2 at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 1/13/2000

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 12/9/99

Patricia Hannon,
RWQCB
Project Manager

Date: 12/9/99

Majed Ibrahim,
Cal-EPA, DTSC
Project Manager

Date: 1/13/2000

STATE OF CALIFORNIA - RESOURCES AGENCY GRAY DAVIS, Gover
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
Office of the State Fire Marshal
Pipeline Safety Program
5821 Paramount Blvd. Suite 210
Lakewood, California 90712
(562) 497-9100
FAX (562) 497-9104

MFL-1

December 21, 1999

Chris Johnson, OHM Site Superintendent.
IT Group
3347 Michelson Drive, Suite 200
Irvine, California 92712

SUBJECT: Closure report on MCAF Tustin Pipelines
SFM#653

We have received your letter of October 18, 1999 requesting confirmation of pipeline closure activities at MCAF Tustin. The 4" on base JP-5 pipeline and the 6" offbase JP-5 pipelines (SFM#653) were both purged and closed per our requirements and are classified as "Out of Service."

ROBERT GORHAM,
Supervising Pipeline Safety Engineer

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN MDA-06, MAE-05, MAE-06, MWA-01, UST-530B, TOW-X1, and TOW-X8 AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) MDA-06, MAE-05, MAE-06, MWA-01, UST-530B, TOW-X1, and TOW-X8 at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 12/9/99

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 12/9/99

Patricia Hannon,
RWQCB
Project Manager

Date: 12/9/99

Majed Ibrahim,
Cal-EPA, DTSC
Project Manager

Date: 12/9/1999

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR RCRA-PERMITTED HAZARDOUS WASTE STORAGE UNITS KNOWN AS AREAS OF CONCERN STD-01 (BUILDING 248), STD-02 (STORAGE BUNKER 23A), AND STD-03 (STORAGE AREA 567) AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for RCRA-permitted hazardous waste storage units known as areas of concern (AOC) STD-01 (Building 248), STD-02 (Storage Bunker 23A), and STD-03 (Storage Area 567) at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 10/19/99

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 10/14/99

Patricia Hannon,
RWQCB
Project Manager

Date: Oct. 14, 1999

Majed Ibrahim,
Cal-EPA, DTSC
Project Manager

Date: 11/10/1999

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN MWA-06, MDA-10, MWA-09, MWA-16, DSD-05, MWA-17, and TOW-22 AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) MWA-06, MDA-10, MWA-09, MWA-16, DSD-05, MWA-17, and TOW-22 at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 10/14/99

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 10/14/99

Patricia Hannon,
RWQCB
Project Manager

Date: OCT 14 1999

Majed Ibrahim,
Cal-EPA, DTSC
Project Manager

Date: 10/14/1999

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN ST-4A, ST-4B, ST-5B, ST-9A, ST-9B, ST-10, ST-11A, ST-11B, ST-17, ST-18C, ST-21A, ST-21B, ST-23, ST-25, ST-26B, ST-27, ST-28A, ST-28B, ST-29, ST-30, ST-31A, ST-31B, ST-33, ST-34B, ST-37A, ST-38A, ST-38B, ST-41A, ST-41B, ST-54, ST-59A, ST-59B, ST-60B, ST-75A, ST-75B, ST-76, AND ST-78 AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for areas of concern (AOC) ST-4A, ST-4B, ST-5B, ST-9A, ST-9B, ST-10, ST-11A, ST-11B, ST-17, ST-18C, ST-21A, ST-21B, ST-23, ST-25, ST-26B, ST-27, ST-28A, ST-28B, ST-29, ST-30, ST-31A, ST-31B, ST-33, ST-34B, ST-37A, ST-38A, ST-38B, ST-41A, ST-41B, ST-54, ST-59A, ST-59B, ST-60B, ST-75A, ST-75B, ST-76, and ST-78 at MCAF Tustin, California.

Keith Forman,
BRAC Environmental Coordinator

Date: 9/24/99

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 9/24/99

Patricia Hannon,
RWQCB
Project Manager

Date: 9/24/99

Majed Ibrahim,
Cal-EPA, DTSC
Project Manager

Date: 9/24/99

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREA OF CONCERN ST-83 AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for area of concern (AOC) ST-83 at MCAF Tustin, California.

Keith Foreman,
BRAC Environmental Coordinator

Date: 4/8/99

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 4/8/99

Patricia Hannon,
RWQCB
Project Manager

Date: 4/8/99

Juan Jimenez,
Cal-EPA, DTSC
Project Manager

Date: 4.8.99

California Regional Water Quality Control Board
Santa Ana Region

Internet Address: http://www.swrcb.ca.gov/~rwqcb8
3737 Main Street, Suite 500, Riverside, California 92501-3339
Phone (909) 782-4130 • FAX (909) 781-6288

Gray Davis
Governor

Secretary for
Environmental
Protection

April 2, 1999

Mr. Wayne D. Lee
Assistant Chief of Staff
Environment and Safety
Marine Corps Air Station El Toro
P. O. Box 95001
Santa Ana CA 92709-5001

SUBJECT: **CLOSURE OF UNDERGROUND STORAGE TANK (UST) CASE**
FORMER HOBBY SHOP UST SITE 185
BUILDING 185, PERRY DRIVE, MARINE CORPS AIR FACILITY, TUSTIN
CASE NO. 083003431T

Dear Mr. Lee:

This letter confirms the completion of the site investigation and remedial action which were conducted to mitigate the releases from the underground storage tank formerly located at the above described location. Enclosed is the Case Closure Summary for the referenced site for your records.

Five direct-push soil borings were drilled to depths of 21 to 25 feet and soil samples were collected. Soil with a strong hydrocarbon odor was found between 1 to 7 feet below the surface. Soil samples were analyzed for total recoverable petroleum hydrocarbons (TRPH) by EPA Method 418.1, lead by Method 6010A, and volatile organic compounds (VOC) by Method 8240. TRPH and lead were detected in the soil samples.

Temporary wells were installed and groundwater samples were collected and analyzed by the same methods as the soil. Minor concentrations of lead, 1, 2-dichloroethene, and trichloroethene were detected in the water samples collected from boring 185A. Analytical results for the other two samples were non-detect.

Petroleum contaminated soil was excavated and transported to the on-site thermal desorption unit. Confirmation soil samples were collected and analyzed for BTEX and MTBE (EPA Method 8020) and total petroleum hydrocarbons (EPA method 8015m).

Based on the information provided in the May 8, 1998 Tank Closure Report for Former UST Site 185, and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank release is required.

This notice is issued pursuant to a regulation contained in Title 23, California Code of Regulations, Division 3, Chapter 16, Section 2721 (e).

Please telephone Patricia Hannon at (909) 782-4498 if you have any questions regarding this matter.

Sincerely,

Gerard J. Thibeault
Executive Officer

Attachement: Case Closure Summary

cc w/ attachment: Dept. of Toxic Substances Control - Juan Jimenez
MCAF Tustin - Officer-in-Charge
✓Naval Facility Engineering Command, SWDIV - Jose Payne
State Water Resources Control Board, CWP - John Adams
U. S. EPA, Region IX - Nicole Moutoux
IT Corporation - Marcus Smith

BRAC OFFICE

Apr 8 2 04 PM '99

CASE CLOSURE SUMMARY
Leaking Underground Fuel Tank Program

DATE: April 2, 1999

I Agency Information

AGENCY NAME	California Regional Water Quality Control Board - Santa Ana Region	STAFF	Patricia Hannon
ADDRESS	3737 Main St. Suite 500	TITLE	Associate Engineering Geologist
CITY/STATE/ ZIP	Riverside CA 92501-3339	PHONE	(909) 782-4498, main # 782-4130

I Case Information

SITE NAME	Former Hobby Shop UST site 185		
LOCATION	Building 185, Perry Drive, Marine Corps Air Facility, Tustin		
REGIONAL BOARD CASE #		LOCAL AGENCY CASE #	
RESPONSIBLE PARTIES	ADDRESS	PHONE NUMBER	
Marine Corps Air Station El Toro	P. O. Box 95001		
Contact: Wayne D. Lee	Santa Ana, CA 92709-5001		

TANK NO.	SIZE IN GALLONS	CONTENTS	CLOSED IN PLACE/ REMOVED	DATE
58	750	waste oil	removed	1993

II Release and Site Characterization Information

MONITORING WELLS INSTALLED?	yes (temporary wells)	NUMBER	3	PROPER SCREEN INTERVAL?	
DEEPEST GW DEPTH	na	SHALLOWEST GW DEPTH	12 feet		
GROUNDWATER, MOST SENSITIVE CURRENT USE:	municipal	GW FLOW DIRECTION	SSE		
DRINKING WATER WELL(S) AFFECTED?	no	AQUIFER NAME			
IS SURFACE WATER AFFECTED?	no	NEAREST/AFFECTED SW NAME			
OFF-SITE BENEFICIAL USE IMPACTS (ADDRESSES/LOCATIONS):	none				
REPORT(S) ON FILE?	yes	WHERE IS/ARE REPORT(S) FILED?	R.W.Q.C.B. - Santa Ana Region		

TREATMENT AND DISPOSAL OF AFFECTED MATERIAL

MATERIAL	AMOUNT	ACTION (TREATMENT, DISPOSAL) / DESTINATION	DATE
TANK/PIPING	1 concrete UST	not available	1993
FREE PRODUCT	none		
SOIL	872.1 tons	treated at the on-site thermal desorption unit	
GROUNDWATER			

Case Closure Summary
Former Hobby Shop UST Site 185, Building 185, Perry Drive, Marine Corps Air Facility, Tustin

Date: April 2, 1999
Case No. 083003431

Release and Site Characterization Information (Continued)

Maximum Document Contaminant Concentration - Before and After Cleanup

CONTAMINANT	SOIL (mg/kg)		WATER (mg/L)	
	INITIAL (soil borings)	CURRENT	INITIAL	CURRENT
BENZENE	ND	ND	ND	NA
TOLUENE	ND	ND	ND	NA
ETHYLBENZENE	ND	ND	ND	NA
XYLENE	ND	ND	ND	NA
MTBE	NA	ND	NA	NA
LEAD	8.9 (5 ft)	NA	0.0041	NA
ACETONE	0.1	NA	ND	NA
1,2 DICHLOROETHENE	ND	NA	0.0068	NA
TRICHLOROETHENE	ND	NA	0.0065	NA
TPH	NA	340	1.8	NA
TPH (418.1)	1300	NA	ND	NA

COMMENTS REGARDING INVESTIGATION AND REMEDIATION

Five direct-push soil borings were drilled to depth of 21 to 25 feet and soil samples were collected. Soil with a strong hydrocarbon odor found between 1 to 7 feet below the surface. Soil samples were analyzed for total recoverable petroleum hydrocarbons (TRPH) by EPA Method 418.1, lead by Method 6010A, and volatile organic compounds (VOC) by Method 8240. TRPH and lead were detected the soil samples. Temporary wells were installed and groundwater samples were collected and analyzed by the same methods as the soil. Minor concentrations of lead, 1,2-ichloroethene, and trichloroethene were detected in the water sample collected from boring 185A. Analytical results for the other two samples were non-detect. Petroleum contaminated soil was excavated and transported to the on-site thermal desorption unit. Confirmation soil samples were collected and analyzed for and BTEX and MTBE (EPA method 8020) and total petroleum hydrocarbons (EPA method 8015m)

Base on the information received in the May 8, 1998 Tank Closure Report for Former UST Site 185, this site is recommended for closure.

IV. Closure

DOES COMPLETED CORRECTIVE ACTION PROTECT *EXISTING* BENEFICIAL USES PER REGIONAL BOARD BASIN PLAN?				yes	
DOES COMPLETED CORRECTIVE ACTION PROTECT *POTENTIAL* BENEFICIAL USES PER THE REGIONAL BOARD BASIN PLAN?				yes	
MONITORING WELLS DECOMMISSIONED	yes	NUMBER DECOMMISSIONED	3	NUMBER RETAINED	0
LIST ENFORCEMENT ACTIONS TAKEN	none				
LIST ENFORCEMENT ACTIONS RESCINDED	none				

V. Regional Board Representative Data

STAFF	Patricia Hannon	TITLE	Associate Engineering Geologist
SIGNATURE	Patricia Hannon	DATE	4/2/99
SUPERVISOR	Michael Adackapara	TITLE	Senior WRC Engineer
SIGNATURE	Michael Adackapara	DATE	4/2/99

UST - 300

California Regional Water Quality Control Board

Santa Ana Region

Internet Address: http://www.swrcb.ca.gov
3737 Main Street, Suite 500, Riverside, California 92501-3339
Phone (909) 782-4130 • FAX (909) 781-6288

September 18, 1998

Mr. Wayne D. Lee
Assistant Chief of Staff
Environment & Safety
MCAS EL Toro
P. O. Box 95000
Santa Ana, CA 92709-5001

SUBJECT: **CLOSURE OF UNDERGROUND STORAGE TANK (UST) CASE**
UST SITE 300, MARINE CORPS AIR FACILITY TUSTIN
CASE NO. 083003208T

Dear Mr. Lee:

This letter confirms the completion of the site investigation of releases from the underground storage tank formerly located at the above described location. Enclosed is the Case Closure Summary for the referenced site for your records.

The UST was removed in 1993. Between November 1995 and January 1996, eleven direct push borings were drilled and 29 soil samples were collected between 5 and 16 feet below grade. Soil samples were analyzed for total petroleum hydrocarbons (TPH) as diesel, BTEX and halogenated compounds. The highest concentration of TPH diesel was detected in a soil sample collected at 16.5 feet below grade from soil boring 300-HP-I. TPH was detected in the sample collected at 21.5 feet below grade from the same soil boring and halogenated compounds were not detected in any of the soil samples.

Groundwater samples were collected from two of the direct-push soil borings (A and K). Four water samples were collected from soil boring A. All the water samples were analyzed for TPH as diesel, two were analyzed for halogenated hydrocarbons (EPA 8240) and one sample was analyzed for BTEX (EPA 8020). Low concentrations of methylene chloride and diesel were detected in only one of the water samples collected.

Based on the available information, including the current land use, and with the provision that the information provided to this agency in the March 20, 1998 Site Assessment/Closure Report for UST Site 300, Marine Corps Air Facility Tustin was accurate and representative of site conditions, no further action related to the underground storage tank release is required.

This notice is issued pursuant to a regulation contained in Title 23, California Code Regulations, Division 3, Chapter 16, Section 2721 (e).

Please telephone Patricia Hannon at (909)782-4498 if you have any questions regarding this matter.

Sincerely,

for Gerard J. Thibeault
Executive Officer

Attachment: Case Closure Summary

cc w/ attachment: Dept. of Toxic Substances Control - Juan Jimenez
OHM Remediation Services Corp. - Marcus Smith
Orange County Health Care Agency - Arghavan Rashidi-Fard
Naval Facility Engineering Command, SWDIV - Jose Payne
Naval Facility Engineering Command, SWDIV - Andy Harrison
MCAF Tustin - Officer-in-Charge
SWRCB, Clean Water Programs - John Adams
U. S. EPA, Region IX - Nicole Moutoux



CASE CLOSURE SUMMARY

Leaking Underground Fuel Tank Program

Agency Information

DATE: 9/13/98

AGENCY NAME	California Regional Water Quality Control Board - Santa Ana Region	STAFF	Patricia Hannon
ADDRESS	3737 Main St. Suite 500	TITLE	Associate Engineering Geologist
CITY/STATE/ ZIP	Riverside CA 92501-3339	PHONE	(909) 782-4498, mail = 782-4130

. Case Information

SITE NAME	MCAF Tustin, UST Site 300		
LOCATION	Building 300		
REGIONAL BOARD CASE #	083003208T	LOCAL AGENCY CASE #	NA

RESPONSIBLE PARTIES	ADDRESS	PHONE NUMBER
USMCAS El Toro contact: Wayne D. Lee Assistant Chief of Staff Environment and Safety	P.O. Box 95000, Santa Ana, CA 92709-5000	

TANK NO.	SIZE IN GALLONS	CONTENTS	CLOSED IN PLACE/ REMOVED	DATE
	7000	diesel/fuel oil	removed	1993

. Release and Site Characterization Information

CAUSE AND TYPE OF RELEASE:	tank, piping				
SITE CHARACTERIZATION COMPLETE?	yes	DATE APPROVED BY AGENCY	08/28/98		
MONITORING WELLS INSTALLED?	no	NUMBER		PROPER SCREEN INTERVAL?	-
DEEPEST GW DEPTH	NA	SHALLOWEST GW DEPTH	~9 feet		
GROUNDWATER, MOST SENSITIVE CURRENT USE:	municipal	GW FLOW DIRECTION	southeast		
DRINKING WATER WELL(S) AFFECTED?	no	AQUIFER NAME	Irvine Forebay Pressure		
IS SURFACE WATER AFFECTED?	no	NEAREST/AFFECTED SW NAME			
OFF-SITE BENEFICIAL USE IMPACTS (ADDRESSES/LOCATIONS):	none				
REPORT(S) ON FILE?	yes	WHERE IS/ARE REPORT(S) FILED?	R.W.Q.C.B. - Santa Ana Region		

TREATMENT AND DISPOSAL OF AFFECTED MATERIAL

MATERIAL	AMOUNT	ACTION (TREATMENT, DISPOSAL)/ DESTINATION	DATE
TANK/PIPING	1	unknown	1993
FREE PRODUCT			
SOIL			
GROUNDWATER			

II. Release and Site Characterization Information (Continued)

Maximum Document Contaminant Concentration - Before and After Cleanup

CONTAMINANT	SOIL (mg/kg)		WATER (mg/L)	
	INITIAL	CURRENT	INITIAL	CURRENT
BENZENE	NA	ND	NA	ND
TOLUENE	NA	ND	NA	ND
ETHYLBENZENE	NA	ND	NA	ND
XYLENE	NA	ND	NA	ND
MTBE	NA	NA	NA	NA
HALOGENATED COMPOUNDS	NA	ND	NA	methylene chloride = 0.011
TPH - D	NA	2100 at 16.5 ft. and ND at 21.5 ft.	NA	6.2
LEAD	NA	9.8 at 10 ft.	NA	ND

COMMENTS REGARDING INVESTIGATION AND REMEDIATION

The UST was removed in 1993. Between November 1995 and January 1996 eleven push borings were drilled and 29 soil samples were collected between 5 and 16 feet below grade. Soil samples were analyzed for total petroleum hydrocarbons (TPH) as diesel, lead, BTEX and halogenated compounds. The highest concentration of TPH diesel was detected in the soil sample at 16.5 feet below grade in soil boring 300-HP-I. TPH was not detected in the sample collected at 21.5 feet below grade from this soil boring. BTEX and halogenated compounds were not detected in any of the soil samples collected.

Groundwater samples were collected from two of the direct-push soil borings (A and K). Two water samples were collected from soil boring A. All the water samples were analyzed for TPH as diesel, two were analyzed for halogenated hydrocarbons (EPA 8240) and one sample was analyzed for BTEX (EPA 8020). Low concentrations of methylene chloride and diesel were detected in only one of the water samples collected.

Base on the information received, this case is recommended for closure.

IV. Closure

DOES COMPLETED CORRECTIVE ACTION PROTECT *EXISTING* BENEFICIAL USES PER REGIONAL BOARD BASIN PLAN?			yes	
DOES COMPLETED CORRECTIVE ACTION PROTECT *POTENTIAL* BENEFICIAL USES PER THE REGIONAL BOARD BASIN PLAN?			yes	
MONITORING WELLS DECOMMISSIONED	NUMBER DECOMMISSIONED	NA	NUMBER RETAINED	NA
LIST ENFORCEMENT ACTIONS TAKEN	none			
LIST ENFORCEMENT ACTIONS RESCINDED	none			

V. Regional Board Representative Data

STAFF	Patricia Hannon	TITLE	Associate Engineering Geologist
SIGNATURE	Patricia Hannon	DATE	9/18/98
SUPERVISOR	Michael Adackapara	TITLE	Senior WRC Engineer
SIGNATURE	M. Adackapara	DATE	9/18/98

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREA OF CONCERN ST-61 AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for area of concern (AOC) ST-61 at MCAF Tustin, California.

Andy Harrison,
BRAC Environmental Coordinator

Date: 6/30/98

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 6/30/98

Patricia Hannon,
RWQCB
Project Manager

Date: 7/9/98

Juan Jimenez,
Cal-EPA, DTSC
Project Manager

Date: 6/30/98

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREA OF CONCERN AMRRT-1
AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for area of concern (AOC) AMRRT-1 at MCAF Tustin, California.

Andy Harrison,
BRAC Environmental Coordinator

Date: 6/30/98

Nicole Moutoux,
U.S. EPA
Project Manager

Date: 6/30/98

Patricia Hannon,
RWQCB
Project Manager

Date: 7/9/98

Juan Jimenez,
Cal-EPA, DTSC
Project Manager

Date: 6/30/98

ter M. Rooney
Secretary for
Environmental
Protection

California Regional Water Quality Control Board

Santa Ana Region

Internet Address: http://www.swrcb.ca.gov
3737 Main Street, Suite 500, Riverside, California 92501-3339
Phone (909) 782-4130 • FAX (909) 781-6288

Pete Wilson
Governor

June 17, 1998

Mr. Andy Harrison
BRAC Environmental Coordinator
Naval Facility Engineering Command, Southwest Division
1220 Pacific Highway
San Diego, CA 92132-5190

SITE ASSESSMENT REPORT/ CLOSURE REPORT, UNDERGROUND STORAGE TANK (UST) SITE 47, MARINE CORPS AIR FACILITY TUSTIN
LUSTIS CASE # 0830031S2T

Dear Mr. Harrison:

This letter confirms the completion of the site investigation and remedial action which was completed to mitigate the releases from the underground storage tank formerly located at the above described location. Enclosed is the Case Closure Summary for the referenced site for your records.

Prior to the removal of the underground storage tank, seven direct push soil borings were drilled. Twenty-six soil samples were collected at depths ranging from 7 to 22 feet below ground surface. Soil samples were analyzed for total petroleum hydrocarbon (TPH) diesel. The highest concentration of TPH diesel (6500 mg/kg) was detected at 7 feet below the surface at sample location 47-HP-3.

The residual water in the UST was sampled and found to contain TPH diesel at 16,000 milligrams/liter (mg/l), unknown TPH at 110 mg/l, acetone at 190 micrograms/liter (mg/l), methyl ethyl ketone at 48 mg/l, methylene chloride at 1.3 mg/l, benzene at 160 mg/l, toluene at 150 mg/l, ethylbenzene at 19 mg/l, and xylene at 130 mg/l.

The 800 gallon UST was excavated and hauled off-site for disposal. Approximately 1,270 tons of contaminated soil were removed from the excavation and treated on-site with a thermal desorption unit. Groundwater was encountered at 15 feet. Fourteen confirmation soil samples were collected at depths ranging from 15 to 22 feet below ground surface. One water sample was collected from the excavation and analyzed by EPA method 8260A and only acetone at 34 mg/L was detected. Groundwater was pumped from the excavation into a Baker tank. The stored water was sent to the on-site water treatment system for treatment.

Based on the information provided in the Site Assessment Report/ Closure Report, Underground Storage Tank Site 47, Marine Corps Air Facility Tustin dated February 23, 1998 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank release at Site 47 is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you should have any questions regarding this matter, please contact Patricia Hannon at (909) 782-4498.

Sincerely,

Gerard J. Thibeault
Executive Officer

Attachment: Case Closure Summary

cc w/attachment: Dept. of Toxic Substances Control - Juan Jimenez
Naval Facility Engineering Command, Southwest Division - Mr. Jose Payne
Orange County Health Care Agency - Mr. Bill Diekman
State Water Resources Control Board, Division of Clean Water Programs - Mr. John Adams
U. S. EPA, Region IX - Ms. Nicole Moutoux

Enclosure

CASE CLOSURE SUMMARY

Leaking Underground Fuel Tank Program

Agency Information DATE: JUN 15 1998

GENCY NAME	California Regional Water Quality Control Board - Santa Ana Region	STAFF	Patricia Hannon
DDRESS	3737 Main St. Suite 500	TITLE	Associate Engineering Geologist
ITY/STATE/ ZIP	Riverside CA 92501-3339	PHONE	(909) 782-4498, main # 782-4130

Case Information Tustin

ITE NAME	MCAS [redacted], UST Site #47		
LOCATION	[redacted] Building #47		
EGIONAL BOARD CASE #	083003152T	LOCAL AGENCY CASE #	na

RESPONSIBLE PARTIES	ADDRESS	PHONE NUMBER
Marine Corps Air Facility Tustin ntact: Andy Harrison	Naval Facility Engineering Command, Southwest Division 1220 Pacific Highway San Diego, CA 92132-5190	(619) 532-4155

ANK NO.	SIZE IN GALLONS	CONTENTS	CLOSED IN PLACE/ REMOVED	DATE
1	800	diesel	removed	03/21/97

Release and Site Characterization Information

CAUSE AND TYPE OF RELEASE:	unknown, UST or piping				
TE CHARACTERIZATION COMPLETE?	yes	DATE APPROVED BY AGENCY	04/03/98		
IONITORING WELLS INSTALLED?	no	NUMBER		PROPER SCREEN INTERVAL?	
EPEST GW DEPTH	NA	SHALLOWEST GW DEPTH	approximately 15 feet		
ROUNDWATER, MOST SENSITIVE URRENT USE:	municipal	GW FLOW DIRECTION	south		
RINKING WATER WELL(S) FFECTED?	no	AQUIFER NAME	Irvine Pressure		
S SURFACE WATER AFFECTED?	no	NEAREST/AFFECTED SW NAME	NA		
F-SITE BENEFICIAL USE IMPACTS ADDRESSES/LOCATIONS):	none				
EPORT(S) ON E?	yes	WHERE IS/ARE REPORT(S) FILED?	R.W.Q.C.B. - Santa Ana Region		

TREATMENT AND DISPOSAL OF AFFECTED MATERIAL

MATERIAL	AMOUNT	ACTION (TREATMENT, DISPOSAL)/ DESTINATION	DATE
ANK/PIPING	1 UST and piping	Taken to Erickson, Inc.	03/21/97
EE PRODUCT	none		
OIL	1270 tons	treated on-site with thermal desorption unit	March -April 1997
ROUNDWATER	~20,000 gallons	Treated in on-site water treatment system and later used for dust control or discharged under permit	April 1997

Case Closure Summary
Site Name: MCAF Tustin , UST Site 47

Date: JUN 15 1998
Case #: 083003152T

Release and Site Characterization Information (Continued)

Maximum Document Contaminant Concentration - Before and After Cleanup

CONTAMINANT	SOIL (mg/kg)		WATER (µg/L)	
	INITIAL	CURRENT	INITIAL	CURRENT
BENZENE	ND	ND	NA	ND
TOLUENE	ND	ND	NA	ND
ETHYLBENZENE	0.17 (12 ft.)	ND	NA	ND
XYLENE	0.26 (12 ft.)	ND	NA	ND
MTBE	NA	NA	NA	NA
TPH	ND	ND	NA	NA
TPH - D	9000 (12 ft.)	900	NA	NA
ACETONE	0.2 (12 ft.)	ND	NA	34

NA = not available, ND = not detected above the detection limit.

COMMENTS REGARDING INVESTIGATION AND REMEDIATION

Prior to the removal of the underground storage tank, seven direct push soil borings were drilled. Twenty-six soil samples were collected at depths ranging from 7 to 22 feet below ground surface. Soil samples were analyzed for TPH diesel. The highest concentration of TPH diesel (6500 mg/kg) was detected at 7 feet below the surface at sample location 47-HP-3.

The residual water in the UST was sampled and found to contain TPH diesel at 16,000 mg/L, unknown TPH at 110 mg/L, acetone at 190 µg/L, methyl ethyl ketone at 48 µg/L, methylene chloride at 1.3 µg/L, benzene at 160 µg/L, toluene at 150 µg/L, ethylbenzene at 19 µg/L, and xylene at 130 µg/L.

The 800 gallon UST was excavated and hauled off-site for disposal. Approximately 1,270 tons of contaminated soil were removed from the excavation and treated on-site with a thermal desorption unit. Groundwater was encountered at 15 feet. The final extent of the excavation was approximately 50 feet by 80 feet by 18 feet deep. Fourteen confirmation soil samples were collected at depths ranging from 15 to 22 feet below ground surface. One water sample was collected from the excavation and analyzed by EPA method 8260A and only acetone at 34 µg/L was detected. Groundwater was pumped from the excavation into a Baker tank. The stored water was sent to the on-site water treatment system for treatment.

Base on the information provided in the Site Assessment/Closure Report for Underground Storage Tank Site 47 at Marine Corps Air Facility El Toro dated February 23, 1998 and received at this office on March 2, 1998, no further action related to the UST release at Site 47 is recommended.

ase Closure Summary
Name: MCAF Tustin , UST Site 47

Date: JUN 15 1998
Case #: 083003152T

Closure

DES COMPLETED CORRECTIVE ACTION PROTECT *EXISTING* BENEFICIAL USES PER REGIONAL BOARD BASIN PLAN?				yes
DES COMPLETED CORRECTIVE ACTION PROTECT *POTENTIAL* BENEFICIAL SES PER THE REGIONAL BOARD BASIN PLAN?				yes
MONITORING WELLS ECOMMISSIONED	NUMBER DECOMMISSIONED	none	NUMBER RETAINED	none
ST ENFORCEMENT ACTIONS TAKEN	none			
IST ENFORCEMENT ACTIONS RESCINDED	none			

egional Board Representative Data

STAFF	Patricia Hannon	TITLE	Associate Engineering Geologist
GNATURE	Patricia A Hannon	DATE	6/15/98
PERVISOR	Michael Adackapara	TITLE	Senior WRC Engineer
IGNATURE	Michael Adackapara	DATE	6/15/98

Additional Comments, Data etc.

STATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
PETE WILSON, Governor
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
7 MAIN STREET, SUITE 500
RIVERSIDE, CA 92501-3339
PHONE: (909) 782-4130
FAX: (909) 781-6288

January 21, 1998

Mr. Wayne D. Lee
Assistant Chief of Staff
Environment and Safety
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

SITE ASSESSMENT/CLOSURE LETTER REPORT, UST SITE 66, MARINE CORPS AIR FACILITY TUSTIN

Dear Mr. Lee:

This letter confirms the completion of site investigations and remedial actions for UST Site 66 MCAF Tustin. Based on the information provided in the Site Assessment/Closure Letter Report UST Site 66, Marine Corps Air Station Tustin dated 1/2/98 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the UST release site 66 is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you have any questions regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

Gerard J. Thibeault
Executive Officer

cc: LT. Hope Katcharian, Marine Corps Air Station El Toro
Mr. Bill Diekman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

I .TE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
C..LIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
'17 MAIN STREET, SUITE 500
'ERSIDE, CA 92501-3339
ONE: (909) 782-4130
FAX: (909) 781-6288

PETE WILSON, Governor

January 7, 1998

Commanding Officer
Attn: Mr. Wayne Lee 1AU
MCAS El Toro, Envir. & Safety
P.O. Box 95001
Santa Ana, CA 92709-5001

UST SITE 58, MARINE CORPS AIR FACILITY TUSTIN

Dear Sir:

We have completed our review of the Site Assessment/Closure Letter Report, Underground Storage Tank Site 58, dated October 23, 1997, which we received on December 15, 1997. We do not have significant comments on and concur with recommendations in this report. The report indicates that no unauthorized release from an underground storage tank was discovered at this site, therefore, no further action is required.

For any questions on this review, please call John Broderick at (909) 782-4494.

Sincerely,

Lawrence Vitale
DoD Program

cc: OIC, Attn: Captain George Opria
Mr. Glenn Kistner, U.S. Environmental Protection Agency, Region 9
Mr. Ronald Okuda, Department of Toxic Substances Control, Office of Military Facilities
Ms. Laura Duchnak, NAVFACENGCOM SWDIV

85

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREA OF CONCERN DSD-06
AT MCAF TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for area of concern (AOC) DSD-06 at MCAF Tustin, California.

Desire Chandler
Desire Chandler,
BRAC Environmental Coordinator

Date: 12/3/97

Nicole Moutoux. GLENN KISTNER
U.S. EPA
Project Manager

Date: 12/03/97

Larry Vitale
Larry Vitale,
RWQCB
Project Manager

Date: 1/21/98

Ron Okuda
Cal-EPA, DTSC
Project Manager

Date: 12/03/97

STATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
3737 MAIN STREET, SUITE 500
RIVERSIDE, CA 92501-3339
PHONE: (909) 782-4130
FAX: (909) 781-6288

PETE WILSON, Governor

November 21, 1997

Mr. Wayne D. Lee
Assistant Chief of Staff
Environmental and Safety
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

CASE CLOSURE FORMER UNDERGROUND STORAGE TANK SITE 171, MARINE CORPS AIR FACILITY TUSTIN

Dear Mr. Lee:

This letter confirms the completion of site investigations and remedial actions for the subject underground storage tank site. Based on the information provided in the Site Assessment/Closure Report, UST Site 171 dated 10/17/97 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank release is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you have any questions, regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

Gerard J. Thibeault
Executive Officer

cc: LT Hope Katcharian, Marine Corps Air Station El Toro
Mr. Bill Diekman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

STATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
PETE WILSON, Governor
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
3737 MAIN STREET, SUITE 500
RIVERSIDE, CA 92501-3339
PHONE: (909) 782-4130
FAX: (909) 781-6288

UST-26

November 18, 1997

Mr. Wayne D. Lee
Assistant Chief of Staff
Environmental and Safety
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

CASE CLOSURE FORMER UNDERGROUND STORAGE TANK SITE 26, MARINE CORPS AIR FACILITY TUSTIN

Dear Mr. Lee:

This letter confirms the completion of site investigations and remedial actions for the subject underground storage tank site. Based on the information provided in the Site Assessment/Closure Report, UST-Site 26 dated 10/10/97 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank release is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you have any questions, regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

Gerard J. Thibeault
Executive Officer

cc: LT Hope Katcharian, Marine Corps Air Station El Toro
Mr. Bill Diekman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

ATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY PETE WILSON, Governor
ALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
ANTA ANA REGION
7 MAIN STREET, SUITE 500
ERSIDE, CA 92501-3339
IONE: (909) 782-4130
AX: (909) 781-6208

UST-C5

October 15, 1997

Mr. Wayne D. Lee
Assistant Chief of Staff
Environment and Safety
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

CASE CLOSURE, FORMER UNDERGROUND STORAGE TANK SITE C-5, MARINE CORPS AIR FACILITY TUSTIN

Dear Mr. Lee:

This letter confirms the completion of site investigations and remedial actions for underground storage tank site C-5. Based on the information provided in the Site Assessment/Closure Report Underground Storage Tank Site C-5 dated 8/1/97 and with the provision that the information provided to this agency was accurate and representative of site conditions; no further action related to the underground storage tank release is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you have any questions regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

Gerard J. Thibeault
Executive Officer

cc: LT. Hope Katcharlan, Marine Corps Air Station El Toro
Mr. Bill Diekman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

STATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
PETE WILSON, Governor
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
37 MAIN STREET, SUITE 500
ERSIDE, CA 92501-3339
NE: (909) 782-4130
. (909) 781-6288

August 11, 1997

Mr. Wayne D. Lee
Assistant Chief of Staff
Environment and Safety
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

CASE CLOSURE, FORMER UNDERGROUND STORAGE TANK SITES 11 AND 7 MARINE CORPS AIR STATION TUSTIN

Dear Mr. Lee:

This letter confirms the completion of site investigations and remedial actions for the subject underground storage tank sites. Based on the information provided in the Site Assessment/Closure Reports Underground Storage Tank Sites 11 and Site 7 dated 7/11/97 and 7/7/97 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the aboveground storage tank release is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you have any questions regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

For Gerard J. Thibeault
Executive Officer

cc: LT. Hope Katcharian, Marine Corps Air Station El Toro
Mr. Bill Diekman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

STATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY PETE WILSON, Governor
ALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
3737 MAIN STREET, SUITE 500
VERSIDE, CA 92501-3339
HONE: (909) 782-4130
FAX: (909) 781-6288

August 11, 1997

Mr. Wayne D. Lee
Assistant Chief of Staff
Environment and Safety
Marine Corps Air Station El Toro
P.O. Box 95000
Santa Ana, CA 92709-5000

CASE CLOSURES, FORMER UNDERGROUND STORAGE TANK SITES 91, 20A, 226 MARINE CORP AIR STATION TUSTIN

Dear Mr. Lee:

This letter confirms the completion of site investigations and remedial actions for the subject underground storage tank sites. Based on the information provided in the Site Assessment/Closure Reports Underground Storage Tank Sites 91, 20A, 226 dated 5/23/97 6/2/97, 6/4/97 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank releases is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you have any questions regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

for Gerard J. Thibeault
Executive Officer

cc: LT. Hope Katcharian, Marine Corps Air Station El Toro
Mr. Bill Diekman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREA OF CONCERN MMS-03
AT MCAS TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendation for no further action for area of concern (AOC) MMS-03 at MCAS Tustin, California.

Desire Chandler, Date: 7/24/97
BRAC Environmental Coordinator

Nicole Moutoux, Date: 7/24/97
U.S. EPA
Project Manager

Larry Vitale, Date: 7/24/97
RWQCB
Project Manager

Majed Ibrahim, Date: 7/24/97
Cal-EPA, DTSC
Project Manager

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN AD-01, AD-02, AD-03, AMBP-01, AMHP-01, AMS-04, AMS-07, AMS-09, AMS-10, AMS-11, AMS-12, AMW-01, AST-03, DI-01, DSD-02, DSD-04, DSD-08, MDA-01, MDA-03, MDA-05, MDA-08, MDA-09, and SAT-05 AT MCAS TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendations for no further action for areas of concern (AOCs) AD-01, AD-02, AD-03, AMBP-01, AMHP-01, AMS-04, AMS-07, AMS-09, AMS-10, AMS-11, AMS-12, AMW-01, AST-03, DI-01, DSD-02, DSD-04, DSD-08, MDA-01, MDA-03, MDA-05, MDA-08, MDA-09, and SAT-05 at MCAS Tustin, California.

Desire Chandler, Date: 7/24/97
BRAC Environmental Coordinator

Nicole Moutoux, Date: 7/24/97
U.S. EPA
Project Manager

Larry Vitale, Date: 7/24/97
RWQCB
Project Manager

Majed Ibrahim, Date: 7/23/97
Cal-EPA, DTSC
Project Manager

FROM: OMNIFAX TO: 714/267487 JUN 13, 1997 7:19AM R209 P.02

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREA OF CONCERN ST-84, HANGAR 2 (BUILDING 29), AT MCAS TUSTIN, CALIFORNIA

The following members of the RCT concur with the recommendation for no further action for area of concern (AOC) ST-84, Hangar 2 (Building 29), at MCAS Tustin, California:

Desire Chandler
Desire Chandler,
BRAC Environmental Coordinator
Date: 6/13/97

Nicole Moutoux
Nicole Moutoux,
U.S. EPA
Project Manager
Date: 6/12/97

Larry Vitale
Larry Vitale
RWQCB
Project Manager
Date: 6/13/97

Majed Ibrahim
Majed Ibrahim,
Cal-EPA, DTSC
Project Manager
Date: 6/13/97

TOM URAM

HUGH F. STALLWORTH, M.D.

JACK MILLER, REHS
DEPUTY DIRECTOR

MAILING ADDRESS:
2009 EAST EDINGER AVENUE
SANTA ANA, CA 92705

TELEPHONE: (714) 667-3700
FAX (714) 667-3714

COUNTY OF ORANGE
HEALTH CARE AGENCY

PUBLIC HEALTH
DIVISION OF ENVIRONMENTAL HEALTH

June 6, 1997

LT. Hope Katcharian
Director, Environmental Engineering Division
Commanding General
AC/S Environmental IAU
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

Subject: Completion of Tank Removal Project

RE: Marine Corps Air Station Tustin
Tank #28
Tustin, CA 92710

Dear Lt. Katcharian:

This is in response to your request for a confirmation of the completion of the tank removal project. With the provision that the results for the soil samples obtained during the tank removal on June 14 and 22, 1993, were accurate and representative of existing conditions, it is the position of this office that no significant soil contamination has occurred at the above noted facility location.

It should be pointed out that this letter does not relieve you of any responsibilities mandated under the California Health and Safety Code if additional or previously unidentified contamination is discovered at the subject site.

If you have any questions regarding this matter, please contact Arghavan Rashidi-Fard at (714) 667-3713.

Sincerely,

William J. Dicknann, M.S., REHS
Supervising Hazardous Waste Specialist
Hazardous Materials Management Section
Environmental Health Division

cc: Larry Vitale, Santa Ana Regional Water Quality Control Board

COUNTY OF ORANGE
HEALTH CARE AGENCY

PUBLIC HEALTH
DIVISION OF ENVIRONMENTAL HEALTH

TOM URAN
[illegible]

HUGH F. STALLWORTH, M.D.
HEALTH [illegible]

JACK MILLER, REHS
DEPUTY [illegible]

MAILING ADDRESS:
2009 EAST EDINGER AVE.
SANTA ANA, CA 92705

TELEPHONE: (714) [illegible]
FAX: (714) [illegible]

June 2, 1997

LT. Hope Katcharian
Director, Environmental Engineering Division
Commanding General
AC/S Environmental IAU
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

Subject: Completion of Tank Removal Project

RE: Marine Corps Air Station Tustin
Tanks #203A and 203B
Tustin, CA 92710

Dear Lt. Katcharian:

This is in response to your request for a confirmation of the completion of the tank removal project. With the provision that the results for the soil samples obtained during the tank removal on September 27, 1994, were accurate and representative of existing conditions, it is the position of this office that no significant soil contamination has occurred at the above noted facility location.

It should be pointed out that this letter does not relieve you of any responsibilities mandated under the California Health and Safety Code if additional or previously unidentified contamination is discovered at the subject site.

If you have any questions regarding this matter, please contact Arghavan Rashidi-Fard at (714) 667-3713.

Sincerely,

William J. Diekmann, M.S., REHS
Supervising Hazardous Waste Specialist
Hazardous Materials Management Section
Environmental Health Division

cc: Larry Vitale, Santa Ana Regional Water Quality Control Board

C LIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
S NTA ANA REGION
3737 MAIN STREET, SUITE 500
R'''ERSIDE, CA 92501-3339
PI INE: (909) 782-4130
F/...: (909) 781-6288

May 14, 1997

Mr. Wayne D. Lee
Assistant Chief of Staff
Environment and Safety
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

SUBJECT: CASE CLOSURE UNDERGROUND STORAGE TANK SITE 93
MARINE CORPS AIR STATION TUSTIN

Dear Mr. Lee:

This letter confirms the completion of site investigations and remedial actions for the subject underground storage tank site. Based on the information provided in the Site Assessment/Closure Report Underground Storage Tank Site 93 dated April 18, 1997 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank release is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721 (e) of the California Code of Regulations.

If you have any questions regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

Gerard J. Thibeault
Executive Officer

cc: LT. Hope Katcharian, Marine Corps Air station El Toro
Mr. Bill Dickman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

STATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY PETE WILSON, Governor

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
3737 MAIN STREET, SUITE 500
RIVERSIDE, CA 92501-3339
PHONE: (909) 782-4130
FAX: (909) 781-6288

May 14, 1997

Mr. Wayne D. Lee
Assistant Chief of Staff
Environment and Safety
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

SUBJECT: CASE CLOSURE, FORMER UNDERGROUND STORAGE TANK SITE C4, MARINE CORPS AIR STATION TUSTIN

Dear Mr. Lee:

This letter confirms the completion of site investigations and remedial actions for the subject underground storage tank site. Based on the information provided in the Assessment/Closure Report Underground Storage Tank Site C4 dated 4/16/97 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank release is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you have any questions regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

Gerard J. Thibeault
Executive Officer

cc: LT. Hope Katcharian, Marine Corps Air Station El Toro
Mr. Bill Diekman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

STATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY PETE WILSON, Governor

ALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
ANTA ANA REGION
3737 MAIN STREET, SUITE 500
VERSIDE, CA 92501-3339
IONE: (909) 782-4130
AX (909) 781-6288

April 11, 1997

Mr. Wayne D. Lee
Assistant Chief of Staff
Environment and Safety
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

SUBJECT: CASE CLOSURE, FORMER UNDERGROUND STORAGE TANK SITE 32

Dear Mr. Lee:

This letter confirms the completion of site investigations and remedial actions for the subject underground storage tank site. Based on the information provided in the Site Assessment Closure Letter Report Underground Storage Tank Site 32 dated 3/23/97 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank release is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you have any questions regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

Gerard J. Thibeault
Executive Officer

cc: LT. Hope Katcharian, Marine Corps Air Station El Toro
Mr. Bill Dickman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

STATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

PETE WILSON, Governor

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
MAIN STREET, SUITE 500
RIVERSIDE, CA 92501-3339
PHONE: (909) 782-4130
FAX (909) 781-6288

March 31, 1997

Mr. Wayne D. Lee
Assistant Chief of Staff
Environment and Safety
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

SUBJECT: CASE CLOSURES FORMER UNDERGROUND STORAGE TANK SITES 3, 5 AND 35, MARINE CORPS AIR STATION TUSTIN

Dear Mr. Lee:

This letter confirms the completion of site investigations and remedial actions for the subject underground storage tank sites. Based on the information provided in the Site Assessment/Closure Report Underground Storage Tank Site 3 and Site 35 dated 2/28/97 and Site Assessment/Closure Report Underground Storage Tank Site 5 dated 2/7/97 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank releases is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you have any questions regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

for Gerard J. Thibeault
Executive Officer

cc: LT. Hope Katcharian, Marine Corps Air Station El Toro
Mr. Bill Diekman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean

UST 22,B,C,D,E,F,G,H,I,J,K,L,M

STATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
PETE WILSON, Governor

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
3737 MAIN STREET, SUITE 500
RIVERSIDE, CA 92501-3339
PHONE: (909) 782-4130
FAX: (909) 781-6288

March 3, 1997

Mr. Wayne D. Lee
Headquarters
Marine Corps Air Station El Toro
Environmental and Safety
P.O. Box 95001
Santa Ana, CA 92709-5001

SUBJECT: CASE CLOSURE, FORMER UNDERGROUND STORAGE TANK AREA 22, MARINE CORPS AIR STATION TUSTIN

Dear Mr. Lee,

This letter confirms the completion of site investigations and remedial actions for the subject underground storage tank site. Based on the information provided in the Underground Storage Tank Area 22 Closure Report dated 1/17/97, and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank releases is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you have any questions regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

for Gerard J. Thibeault
Executive Officer

cc: LT Hope Katcharian, Marine Corps Air Station El Toro
Mr. Bill Diekman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

1

STATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY PETE WILSON, *Governor*

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
3737 MAIN STREET, SUITE 500
'ERSIDE, CA 92501-3339
)NE: (909) 782-4130
. AX: (909) 781-6288

February 24, 1997

Mr. Wayne D. Lee
Assistant Chief of Staff
Environment and Safety
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

SUBJECT: **CASE CLOSURE, FORMER ABOVEGROUND STORAGE TANK SITE 106, MARINE CORPS AIR STATION TUSTIN**

Dear Mr. Lee:

This letter confirms the completion of site investigations and remedial actions for the subject aboveground storage tank site. Based on the information provided in the Site Assessment/Closure Report Aboveground Storage Tank Site 106 dated 1/24/97 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the aboveground storage tank release is required.

If you have any questions regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

Gerard J. Thibeault
Executive Officer

cc: LT. Hope Katcharian, Marine Corps Air Station El Toro
Mr. Bill Diekman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

STATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY PETE WILSON, Governor

C LIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
MAIN STREET, SUITE 500
RSIDE., CA 92501-3339
P: NE: (909) 782-4130
FAX: (909) 781-6288

January 27, 1997

Mr. Wayne D. Lee
Assistant Chief of Staff
Environmental and Safety
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

SUBJECT: CASE CLOSURES, MARINE CORPS AIR STATION TUSTIN , FORMER UNDERGROUND STORAGE TANKS SITES, 9,133,161,177,183,186(A,B,C)

Dear Mr. Lee:

This letter confirms the completion of site investigations and remedial actions for the subject underground storage tank sites. Based on the information provided in the Site Assessment/ Closure Report dated 12/13/96 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank releases is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you have any questions, regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

Gerard J. Thibeault
Executive Officer

cc: LT Hope Katcharian, Marine Corps Air Station El Toro
Mr. Bill Diekman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

STATE OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY PETE WILSON, Governor

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
MAIN STREET, SUITE 500
RIVERSIDE, CA 92501-3339
PHONE: (909) 782-4130
FAX: (909) 781-6288

January 27, 1997

Mr. Wayne D. Lee
Assistant Chief of Staff
Environmental and Safety
Marine Corps Air Station El Toro
P.O. Box 95001
Santa Ana, CA 92709-5001

SUBJECT: CASE CLOSURES, MARINE CORPS AIR STATION TUSTIN , FORMER UNDERGROUND STORAGE TANKS SITES, 10A,132, 28A, 506

Dear Mr. Lee:

This letter confirms the completion of site investigations and remedial actions for the subject underground storage tank sites. Based on the information provided in the Site Assessment/ Closure Reports dated 12/6/96, 12/13/96 and 12/16/96 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank releases is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you have any questions, regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

Gerard J. Thibeault
Executive Officer

cc: LT Hope Katcharian, Marine Corps Air Station El Toro
Mr. Bill Diekman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

AT OF CALIFORNIA—CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

PETE WILSON, Governor

ALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
N A ANA REGION
7 AIN STREET, SUITE 500
RIDE, CA 92501-3339
: (909) 782-4130
..)9) 781-6288

October 28, 1996

Colonel Thomas A. Caughlan
Commanding Officer, Headquarters
Marine Corps Air Station, Tustin
Environmental and Safety
P.O. Box 105001
Santa Ana, CA 92710-5010

SUBJECT: CASE CLOSURE, FORMER UNDERGROUND STORAGE TANK SITE 4

Dear Sir:

This letter confirms the completion of site investigations and remedial actions for the subject underground storage tank site. Based on the information provided in the Draft Report Former Underground Storage Tank Site 4, dated September 19, 1996 and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank release is required.

This notice is issued pursuant to a regulation contained in Title 23, Division 3, Chapter 16, Section 2721(e) of the California Code of Regulations.

If you have any questions, regarding this matter, please contact Lawrence Vitale at (909) 782-4998.

Sincerely,

Gerard J. Thibeault
Executive Officer

cc: Ms. Desire Chandler, BEC, Marine Corps Air Station Tustin
Mr. Bill Diekman, Orange County Health Care Agency
Mr. John Adams Jr., State Water Resources Control Board, Division of Clean Water Programs

Conc.

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN AMS-05, AMS-06, AMS-13, AS-01, AS-02, AS-04, AS-05, AS-07, AST-01, MMS-02, MWA-23, SAT-14, ST-68, ST-68A, ST-73 and MAE-04A, ST-74, TOW-X5, and TOW-16, AT MCAS TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendations for No Further Action for areas of concern (AOCs) AMS-05, AMS-06, AMS-13, AS-01, AS-02, AS-04, AS-05, AS-07, AST-01, MMS-02, MWA-23, SAT-14, ST-68, ST-68A, ST-73 and MAE-04A, ST-74, TOW-X5, and TOW-16 at MCAS Tustin, California:

Desire Chandler

DESIRE CHANDLER,
BRAC Environmental Coordinator

Date: 9/16/96

David Hodges

DAVID HODGES,
U.S. EPA
Project Manager

Date: 9/16/96

Larry Vitale

LARRY VITALE,
RWQCB
Project Manager

Date: 9/16/96

MAJED IBRAHIM
Cal-EPA, DTSC
Project Manager

Date: 9/16/96

Enclosure (1)

BECHTEL NATIONAL INC.

CLEAN II TRANSMITTAL/DELIVERABLE RECEIPT

Contract No. N-68711-92-D-4670 **Document Control No.** CTO-0085/0210

File Code: 0215.0218.1

TO: Commanding Officer
Naval Facilities Engineering Command
Southwest Division
Mr. Paul Kennedy, Code 0233
Building 128
1220 Pacific Highway
San Diego, California 92132-5187

DATE: July 15, 1996
CTO #: 0085
LOCATION: MCAS Tustin

FROM: _____ Program / Project Manager _____ Operations Manager

DESCRIPTION: Draft Final Pesticides (and Associated Metals) Investigation Report dated July 1996

TYPE: ___ Contract Deliverable x CTO Deliverable ___ Change Notice/Project Note ___ Other

VERSION: Draft Final (e.g., Draft, Draft Final, Final, etc.) REVISION #: n/a

ADMIN RECORD: (Comm. Rel. to Identify) Yes [1] x No ___ Category ___ Confidential ___

SCHEDULED DELIVERY DATE: 07/19/96 ACTUAL DELIVERY DATE: 7/17/96

NUMBER OF COPIES SUBMITTED: 1O/4C/5E

COPIES TO (Include Name, Navy Mail Code, and No. of Copies):

SWDIV:	BECHTEL:	OTHER (Distribution done by Bechtel):
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Terry Martin, 1831.TM (1C/1E)	H. N. Masri (1C/1E)	L. Bucago, MCAS Tustin (1C/1E)
DeAnna Dunbar, 1831.DD (1C/2E)	S. L. Reackhof (1C/1E)	D. Hodges, USEPA (1C/1E)
Virginia Garelick, 1852.VG (1C/1E)	C. Gardinier (1C/1E)	M. Ibrahim, DTSC (1C/1E)
	J. Davidson - AR&IR (3C/3E)	L. Vitale, RWQCB (1C/1E)
	PDCC file (1C/1E)	
	SFRO file (1C/1E)	

Date/Time Received

17 Jul 96 452

[1] If "Yes" copy J. Davidson (AR only - 2); (AR& IR - 3)

F:\Navy CLEAN Tustin\AMYR\CTO-085\DFINPEST.DOC

Bechtel

45 Fremont Street
San Francisco, CA 94105-1895
Mailing address: P.O. Box 193965
San Francisco, CA 94119-3965

CLEAN II Program
Bechtel Job No. 22214
Contract No. N68711-92-D-4670
File Code: 0218.4

IN REPLY REFERENCE: CTO-0085/0214

July 15, 1996

U.S. Environmental Protection Agency
75 Hawthorne Street (H-9-2)
San Francisco, California 94105-3901
Attention: Dave Hodges, Project Manager (1 copy)

California Environmental Protection Agency
Department of Toxic Substances Control
245 West Broadway, Suite 425
Long Beach, California 90802-4444
Attention: Majed Ibrahim, Project Manager (1 copy)

California Environmental Protection Agency
Regional Water Quality Control Board
3737 Main Street, Suite 500
Riverside, California 92501-3339
Attention: Larry Vitale, Project Manager (1 copy)

Subject: Draft Final Pesticides (and Associated Metals) Investigation Report dated July 1996

Dear Gentlemen:

Per direction of DeAnna Dunbar (Remedial Project Manager), enclosed please find the Draft Final Pesticides (and Associated Metals) Investigation Report incorporating agreed upon revisions. The revisions are the result of the June 26, 1996 meeting with SWDIV and agency representatives. At that meeting, comments were resolved and, therefore, this draft final document should be the final submittal.

Should you have any questions, please call me at (415) 768-4612 or Cathie Gardinier at (415) 768-2766.

Very truly yours,

Husam N. Masri
Project Manager
MCAS Tustin

HNM/KEB:aqr
Enclosures

CONCURRENCE SIGNATURE PAGE

CONCURRENCE WITH NO FURTHER ACTION FOR AREAS OF CONCERN AMS-01, AMS-02, AMS-03, MCD-03, ST-58, ST-62, ST-63, ST-64, ST-65, ST-66, ST-69, ST-70, and ST-71 AT MCAS TUSTIN, CALIFORNIA

The following members of the BCT concur with the recommendations for no further action for areas of concern (AOCs) AMS-01, AMS-02, AMS-03, MCD-03, ST-58, ST-62, ST-63, ST-64, ST-65, ST-66, ST-69, ST-70, and ST-71 at MCAS Tustin, California

Desire Chandler,
BRAC Environmental Coordinator

date: 22 April 96

David Hodges,
U.S. EPA
Project Manager

date: 4/22/96

Larry Vitale,
RWQCB
Project Manager

date: 4/22/96

Majed Ibrahim
Cal-EPA, DTSC
Project Manager

date: 4/22/96

STATE OF CALIFORNIA — ENVIRONMENTAL PROTECTION AGENCY
PETE WILSON, Governor
DEPARTMENT OF TOXIC SUBSTANCES CONTROL
Region 4
[redacted] West Broadway, Suite 350
Beach, CA 90831-4444

May 26, 1992

J.R. Faunce, CAPT, CEC, USN
Director, Facilities Management
Marine Corps Air Station
El Toro (Santa Ana), California

Dear Captain Faunce:

REVIEW AND APPROVAL OF PRELIMINARY ENDANGERMENT ASSESSMENT (PEA) REPORT - PARCEL A, MCAS TUSTIN

The Department has reviewed the above mentioned report prepared by GeoRemediation, Inc. for the United States Navy, dated March 6, 1992. This report addressed the comments on a previous report dated October 17, 1991, and provided to you on January 21, 1992. The Department hereby approves said report in its totality as it complies with Section 25319.5, Chapter 6.8, Division 20 of the California Health and Safety Code.

The Department received a letter from L. J. Howard of your staff, dated May 7, 1992, requesting Department's concurrence with the following:

- No further action with regard to pesticides is necessary.
- Concentrations of Total Petroleum Hydrocarbons (TPH) found pose no significant environmental or health risk for currently existing conditions or following development activities and that no further action is required.
- No further action with regard to groundwater contamination is required prior to proceding with construction. Further investigation of groundwater contamination in general at MCAS Tustin will be performed in conjuction with the Installation Restoration Program and Resource Conservation and Recovery Act Program.

The Department concurs that no further action regarding pesticides is necessary at this site for soil. The Department concurs that concentrations of (TPH) found pose no significant environmental or health risk for currently existing conditions or following development activities and that no further action is required. The Department concurs that no further action with regard to groundwater contamination is required prior to proceding with construction. However, further investigation of groundwater contamination in general at MCAS Tustin must be performed in conjuction with the Installation Restoration Program and Resource Conservation and Recovery Act Program.

The Department appreciates your cooperation. If you have any questions or need assistance, please contact Mr. Manny Alonzo at (310) 590-4904.

Sincerely,

John E. Scandura, Chief
Site Mitigation Branch

cc: Mr. Chris Kyburg, Code 1811.CK
Southwest Division, Naval Facilities
Engineering Command
1220 Pacific Highway
San Diego, California 92132-5190

Ms. Michelle McKibben
Department of Toxic Substances Control
Site Mitigation Branch
8950 Cal Center Drive, Bldg. 3, Suite 101
Sacramento, California 95826

STATE OF CALIFORNIA — ENVIRONMENTAL PROTECTION AGENCY
PETE WILSON, Governor
DEPARTMENT OF TOXIC SUBSTANCES CONTROL
...n 4
...West Broadway, Suite 380
...ng Beach, CA 90802-4444

May 27, 1992

J.R. Faunce, CAPT, CEC, USN
Director, Facilities Management Department
Marine Corps Air Station (El Toro)
Santa Ana, California 92709

Dear Captain Faunce:

REVIEW AND APPROVAL OF PRELIMINARY ENDANGERMENT ASSESSMENT (PEA) REPORT - PARCEL C NEW FAMILY HOUSING PROJECT, MCAS TUSTIN

The Department has reviewed the above mentioned report prepared by GeoRemediation, Inc. for the United States Navy, dated March 20, 1992. This report addressed the comments on a previous report dated October 17, 1991, provided to you on January 21, 1992. The Department hereby approves said report in its totality as it complies with Section 25319.5, Chapter 6.8, Division 20 of the California Health and Safety Code.

The Department concurs that no further action is necessary at this site regarding pesticide contaminated soil.

If you have any question or need any assistance, please contact Mr. Manny Alonzo at (310) 590-4904.

Sincerely,

John E. Scandura, Chief
Site Mitigation Branch

cc: Mr. Chris Kyburg, Code 1811.CK
Southwest Division, Naval Facilities
Engineering Command
1220 Pacific Highway
San Diego, California 92132-5190

Ms. Michelle McKibben
Department of Toxic Substances Control
Site Mitigation Branch
8950 Cal Center Drive, Bldg. 3, Suite 101
Sacramento, California 95826

ATE OF CALIFORNIA — ENVIRONMENTAL PROTECTION AGENCY

PETE WILSON, Governor

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Region 4
1 West Broadway, Suite 380
g Beach, CA 90802-4444

May 27, 1992

J.R. Faunce, CAPT, CEC, USN
Director, Facilities Management Department
Marine Corps Air Station
El Toro (Santa Ana), California 92709

Dear Captain Faunce:

REVIEW AND APPROVAL OF PRELIMINARY ENDANGERMENT ASSESSMENT (PEA) REPORT - PARCEL D, NEW FAMILY HOUSING PROJECT, MCAS TUSTIN

The Department has reviewed the above mentioned report prepared by GeoRemediation, Inc. for the United States Navy, dated April 17, 1992. This report addressed the comments on a previous report dated October 17, 1991, provided to you on January 21, 1992. The Department hereby approves said report in its totality as it complies with Section 25319.5, Chapter 6.8, Division 20 of the California Health and Safety Code.

The Department concurs that no further action is necessary at this site regarding pesticide contaminated soil.

If you have any question or need any assistance, please contact Manny Alonzo at (310) 590-4904.

Sincerely,

John E. Scandura, Chief
Site Mitigation Branch

cc: Mr. Chris Kyburg, Code 1811.CK
Southwest Division, Naval Facilities
Engineering Command
1220 Pacific Highway
San Diego, California 92132-5190

Ms. Michelle McKibben
Department of Toxic Substances Control
Site Mitigation Branch
8950 Cal Center Drive, Bldg. 3, Suite 101
Sacramento, California 95826

ATTACHMENT 3
MODEL LEASE PROVISIONS

13. ENVIRONMENTAL PROTECTION PROVISIONS:

13.1 Lessee, sublessees and contractors shall comply with all applicable federal, state and local laws, regulations and standards that are or may become applicable to Lessee's activities on Leased Premises.

13.2 Lessee or any sublessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Lease, independent of any existing permits held by Government. Any and all environmental permits required for any of Lessee's or sublessee's operations or activities will be subject to prior concurrence of Government. Lessee acknowledges that Government will not consent to being named a secondary discharger or co-permittee for any operations or activities of the Lessee or any sublessee under the Lease. In the event Government is named as a secondary discharger or co-permittee for any activity or operation of the Lessee or any sublessee, Government shall have the right to take reasonable actions necessary to prevent, suspend, or terminate such activity or operation, including terminating this Lease, without liability or penalty.

13.3 Government's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice Leased Premises for compliance with environmental, safety and occupational health laws and regulations, whether or not Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Government normally will give Lessee or sublessee forty-eight (48) hours prior notice of its intention to enter Leased Premises unless it determines the entry is required for safety, environmental, operations or security purposes. Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee, contractor or subcontractor thereof.

13.4 Government, pursuant to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980 as amended, and the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) pursuant to the Resource Conservation and Recovery Act (RCRA), have entered into a Federal Facilities Site Remediation Agreement (FFSRA) for MCAS Tustin. Lessee acknowledges that Government has provided it with a copy of the FFSRA and agrees that should any conflict arise between the terms of the FFSRA as it presently exists or may be amended and the provisions of this Lease, the terms of the FFSRA will take precedence. Lessee further agrees that notwithstanding any other provision of this Lease, Government assumes no liability to Lessee or its sublessees should implementation of the FFSRA interfere with Lessee's or any sublessee's use of Leased Premises. Lessee shall have no

claim on account of any such interference against the United States or officer, agent, employee, contractor or subcontractor thereof, other than for abatement of rent, where applicable.

13.5 Government, EPA, DTSC, and the state, its officers, agents, employees, contractors and subcontractors, have the right, upon reasonable notice to Lessee and/or any subleases, to enter upon Leased Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with any provisions of the cleanup program (including but not limited to the BRAC Cleanup Plan, IRP, or FFSRA):

13.5.1 to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings and other activities related to the cleanup program;

13.5.2 to inspect field activities of Government and its contractors and subcontractors in implementing the cleanup program;

13.5.3 to conduct any test or survey required by EPA, or DTSC relating to the implementation of the cleanup program;

13.5.4 to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the cleanup program, including but not limited to monitoring wells, pumping wells and treatment facilities.

13.6 Lessee shall comply with the provisions of any health or safety plan in effect under the IRP or the FFSRA during the course of any of the above described response or remedial actions. Any inspection, survey, investigation or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Lessee and any sublessee. Lessee and sublessee shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor or subcontractor thereof. In addition, Lessee shall comply with all applicable federal, state and local occupational safety and health regulations.

13.7 In the event of any sublease of Leased Premises, Lessee shall provide to U.S. EPA and California EPA, DTSC, a copy of the agreement or sublease of Leased Premises (as the case may be) within fourteen (14) calendar days after the effective date of such transaction. Lessee may delete the financial terms and any other proprietary information from the copy of any agreement of sublease furnished pursuant to this condition.

13.8 Lessee shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act or its applicable state equivalent. Except as specifically authorized by Government in writing, Lessee must provide at its own expense such hazardous waste management facilities complying with all laws and regulations. Government hazardous waste management facilities will not be available to Lessee. Government EPA identification numbers shall not be used by Lessee. Any violation of the requirements of this condition shall be deemed a material breach of this Lease.

13.9 The Installation accumulation points for hazardous and other waste will not be used by Lessee or any sublessee. Neither will Lessee or sublessee permit its hazardous wastes to be commingled with hazardous waste of the Installation.

13.10 Lessee shall have a Government-approved plan for responding to hazardous waste, fuel and other chemical spills prior to commencement of operations on Leased Premises. The contingency plan shall be consistent with the provisions of California Code of Regulations, Title 22, Chapter 15, Article 4 beginning with Section 66265.50 Such plan shall be independent of the Installation plan and, except for initial fire response and/or spill containment, shall not rely on use of Installation personnel or equipment. Should Government provide any personnel or equipment whether for initial fire response and/or spill containment, or otherwise on request of Lessee, or because Lessee was not, in the opinion of Government, conducting timely cleanup actions, Lessee agrees to reimburse Government for its costs in association with such response or cleanup.

13.11 Lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of DON and the BCT.

13.12 The presence of known asbestos and ACM, LBP or PCBs is identified in the Finding of Suitability to Lease.

13.12.1 If Lessee intends to make any improvements or repairs that require the disturbance of or the removal of asbestos or ACM, an appropriate asbestos disposal plan must be incorporated into the plans and specifications required under paragraph 8 and submitted to Government. The asbestos disposal plan will identify the proposed disposal site for the asbestos, or in the event the site has not been identified, will provide for disposal at a licensed facility authorized to receive it. If the lessee intends to make any improvements

or repairs that require the removal of LBP or PCBs, prior written approval must be obtained from Government.

13.12.2 Lessee shall be responsible for monitoring the condition of existing asbestos and ACM on Leased Premises for deterioration or damage and accomplishing repairs or abatement pursuant to the applicable conditions of this Lease. Asbestos and ACM which during the period of this Lease becomes accessible, damaged or deteriorated through the passage of time, as the result of a natural disaster or as a consequence of Lessee's activities under this Lease, including but not limited to any emergency, will be abated by Lessee. Lessee may choose the most economical means of abatement available. Notwithstanding paragraph 13.12.1 above, in an emergency, Lessee will notify Government as soon as practicable of its emergency asbestos or ACM responses.

13.12.3 Lessee shall be responsible for monitoring the condition of existing LBP on Leased Premises for deterioration or damage and accomplishing repairs or abatement pursuant to the applicable conditions of this Lease. LBP which during the period of this Lease becomes damaged or deteriorated through the passage of time, as the result of a natural disaster or as a consequence of Lessee's activities under this Lease including but not limited to any emergency, will be abated by Lessee. Lessee may choose the most economical means of abatement available. Notwithstanding paragraph 13.12.1 above, in an emergency, Lessee will notify Government as soon as practicable of its emergency LBP responses.

13.13 Lessee shall indemnify and hold harmless Government from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage or disposal arising from Lessee's occupancy, use or operations, or any other action by Lessee or any sublessee giving rise to Government liability, civil or criminal, or any other action by Lessee or any sublessee giving rise or responsibility under federal, state or local environmental laws. Lessee's obligations hereunder shall apply whenever Government incurs costs or liabilities for Lessee's activities or activities of any sublessee as provided hereunder. This provision shall survive the expiration or termination of this Lease. The continued migration of existing environmental contamination caused by the Government, its officers, agents, employees or its contractors shall not be construed as a discharge, spill, release, emission, storage, or disposal by Lessee or sublessee.

3.14 Storage, treatment or disposal of toxic or hazardous materials on Leased Premises is prohibited except as authorized by Government in accordance with 10 U.S.C. § 2692.

13.15 The responsibility of Government to indemnify and hold harmless the Lessee and any sublessees against toxic torts and other environmental claims shall be in accordance with Public Law 102-484, Section 330, as amended.

13.16 Lessee and sublessees shall not use or access groundwater, and shall not disturb or cause to disturb groundwater monitoring wells and equipment.

13.17 Buildings __,____,____, and _____shall not be used or occupied until and unless a Lease Restriction form (FOSL, Attachment 5) for one or more of said buildings is executed by all required signatories.

ATTACHMENT 4
LEASE RESTRICTION REVISION FORM

LEASE RESTRICTION REVISON FORM

Lease Restriction Revision (Navy Endorsement/Regulatory Review) Form
Upon completion, this form shall be attached to the original Finding of Suitability to Lease (FOSL) under revision.
SUBJECT: Parcel Identity _____
FOSL Revision # _____**; Revision Date:** _____
NAVY ENDORSEMENT:
Table 9: "*Notifications and Restrictions Summary*" of the MCAS Tustin FOSL for above subject Parcel Identity is hereby revised as follows:

Check Box	TYPE OF REVISION	Area(s) and/or Building(s)/ Structure(s)	Lease Restriction (Refer to Table 9 of the FOSL)
	REMOVE		
	ADD Text enclosed Yes ☐ No ☐		
	MODIFY (text enclosed)		

As a result of this revision, the following area(s) and/or building(s)/structure(s) is (are) **now suitable for occupancy/access:**_____
Area(s) and/or building(s)/structure(s) which is (are) **now not suitable for occupancy/access** based on addition/modification of the restriction(s) is (are) as follow(s):_____
_____
The following enclosure(s) provide(s) the environmental documentation for each of the lease restriction/condition revisions identified above:_____
_____

_____ _____
BRAC ENVIRONMENTAL COORDINATOR DATE

EPA CONSULTATIONS/REVIEW:

☐ The environmental documentation for the revision to the lease restriction/conditions as identified in the above Navy Endorsement has been reviewed by this office. Based upon the information provided, this office is satisfied that the assessment is complete and has no comments regarding the Navy endorsement.

☐ This office does not concur with the Navy endorsement. Review comments and the rationale for the lack of concurrence are provided by Attachment (1).

_____ _____
ENVIRONMENTAL PROTECTION AGENCY DATE

DTSC CONSULTATIONS/REVIEW:

☐ The environmental documentation for the revision to the lease restriction/conditions as identified in the above Navy Endorsement has been reviewed by this office. Based upon the information provided, this office is satisfied that the assessment is complete and has no comments regarding the Navy endorsement.

☐ This office does not concur with the Navy endorsement. Review comments and the rationale for the lack of concurrence are provided by Attachment (1).

_____ _____
DEPARTMENT OF TOXIC SUBSTANCES CONTROL DATE

ATTACHMENT 5
HAZARDOUS SUBSTANCES AND PETROLEUM PRODUCTS NOTIFICATION TABLES

Attachment 5
Hazardous Substances Notification Table

Carve Out Area	Parcel	AOC	Hazardous Substances*	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D)
5	1	ST-42	Paints	1960-1999	S
5	2	MMS-4	Solvents	1969-1993	D
5	2	ST-22	Solvents	1991-1994	S
5	2	ST-22	Freon	1991-1994	S
5	2	ST-60A	Speedy-Dry absorbent	1991-1997	S
5	2	ST-60A	Aerosol Cans	1991-1997	S
5	2	ST-60A	Antifreeze	1991-1997	S
5	2	ST-60A	Contaminated soil from MMS-04	1991-1997	S
5	18	ST-21A	Mercury	1991-1995	S
5	18	ST-21A	Cleaning compounds	1991-1995	S
5	18	ST-21B	Mercury	unknown-1991	S
5	18	ST-21B	Cleaning compounds	unknown-1991	S
5	18	ST-21C	Mercury	unknown-1999	S
5	18	ST-21C	Cleaning compounds	unknown-1999	S
5	18	ST-21D	Cleaning compounds	unknown-1999	S
5	18	ST-21F	Cleaning compounds	unknown-1999	S
5	18	ST-40 (A-C)	Paint thinners	unknown-1996	S
5	18	ST-40 (A-C)	Aerosol Cans	unknown-1996	S
5	18	ST-41 (A,B)	Waste paints	1991-1995	S
5	18	ST-41 (A,B)	Metal strippers	1991-1995	S
5	18	ST-43	Cleaning solvents	1986-1996	S
5	18	ST-43	Paints	1986-1996	S
5	18	ST-44	Solvents	1960-1993	S
5	18	ST-45	Paint thinners	1960's-1995	S
5	18	ST-45	Adhesives (resin based)	1960's-1995	S
5	18	ST-45	Methyl ethyl ketone	1960's-1995	S
5	18	ST-46	Paint thinners	1981-1994	S
5	18	ST-55	Unknown hazardous materials	1940's-1995	S
5	18	ST-56	Epoxy paint	1981-1996	S
5	18	ST-56	Polyurethane base paint	1981-1996	S
5	18	ST-56	Paint thinners	1981-1996	S
5	18	ST-56	Paint removers	1981-1996	S
5	18	ST-56	Solvents	1981-1996	S
5	18	ST-59A	Solvents	1991-1995	S
5	18	ST-59A	Freon	1991-1995	S
5	18	ST-59A	Polyurethane base paint	1991-1995	S
5	18	ST-59B	Paint thinner	1970's-1991	S
5	18	ST-59B	Freon	1970's-1991	S
5	18	ST-67	Solvents	1969-1972	D
5	18	ST-83	Unknown hazardous materials	Unknown	S
5	18	STD-01	Used cleaning compounds	1984-1993	S
5	18	STD-01	Antifreeze	1984-1993	S
5	18	STD-01	Freon	1984-1993	S
5	18	STD-01	Aerosol	1984-1993	S
5	18	ST-14 (A-C)	Paint thinners	1991-1997	S
5	18	ST-14 (A-C)	Solvents	1991-1997	S
5	18	ST-14 (A-C)	Batteries	1991-1997	S

Attachment 5
Hazardous Substances Notification Table

Carve Out Area	Parcel	AOC	Hazardous Substances*	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D)
5	18	ST-14 (A-C)	Iodine	1991-1997	S
5	18	ST-14 (A-C)	Spray cans	1991-1997	S
5	24	MAE-4	Paints	Unknown	S
5	24	MAE-4	Solvents	Unknown	S
5	24	MDA-06	Unknown hazardous materials	Unknown	S
5	24	MDA-10	Unknown hazardous materials	Unknown	S
5	24	ST-15	Antifreeze	unknown-1995	S
5	24	ST-15	Freon 12	unknown-1995	S
5	24	ST-15	Freon 22	unknown-1995	S
5	24	ST-15	Detergent	unknown-1995	S
5	24, 40	ST-72A	Solvents	1942-1997	S
5	24, 40	ST-72A	Waste solvents	1942-1997	R
5	24, 40	ST-72B	Cleaning solvents	1942-1982	R
5	40	MWA-18	Solvents	1940's-1995	R
5	40, 18	ST-23	Freon	1991-1995	S
6	16	MMS-03	Dry cleaning solvent	unknown	D
6	16	MMS-03	Freon	unknown	D
6	16	ST-18A	Used antifreeze	1991-1999	S
6	16	ST-18B	Used antifreeze	1995-1999	S
6	16	ST-18C	Used antifreeze	1991-1995	S
6	16	ST-19	Waste oil	1960-1999	S
6	16	ST-19	Unknown hazardous materials	1960-1999	S
6	16	ST-20A	Sulfuric acid	1992-1998	S
6	16	ST-20B	Sulfuric acid	prior to 1992	S
6	16	ST-37A	Used cleaning compounds	1991-1995	S
6	16	ST-37A	Freon	1991-1995	S
6	16	ST-37A	Antifreeze	1991-1995	S
6	16	ST-37B	Used cleaning compounds	1991-1995	S
6	16	ST-37B	Freon	1991-1995	S
6	16	ST-37B	Antifreeze	1991-1995	S
6	16	ST-38A	Polyurethane based paint	1991-1995	S
6	16	ST-38B	Polyurethane based paint	prior to 1991	S
6	16	ST-39	Paints	1986-1996	S
6	16	ST-39	Thinners	1986-1996	S
6	16	ST-39	Solvents	1986-1996	S
6	16	ST-48	Polyurethane based paint	1980-1995	S
6	16	ST-48	Thinners	1980-1995	S
6	16	ST-48	Corrosion prevention compounds	1980-1995	S
6	16	ST-48	Lacquers	1980-1995	S
6	16	ST-48	Solvents	1980-1995	S
6	16	ST-49	Propellant	1940's-1996	S
6	16	ST-49	Epoxy paint	1940's-1996	S
6	16	ST-49	Polyurethane based paint	1940's-1996	S
6	16	ST-49	Enamel	1940's-1996	S
6	16	ST-51	Paints	1980's-1995	S
6	16	ST-51	Solvents	1980's-1995	S

Attachment 5

Hazardous Substances Notification Table

Carve Out Area	Parcel	AOC	Hazardous Substances*	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D)
6	16	ST-52	Paints	1980	S
6	16	ST-52	Solvents	1980	S
6	16	ST-84	Unknown hazardous materials	Unknown	S
6	16	ST-87	Unknown hazardous materials	Unknown	S
6	16	TOW-X3	Paints	Unknown	S,R
6	16	TOW-X3	Solvents	Unknown	S,R
6	16	TOW-X4	Solvents	1942-1949	R
7	16	ST-16A	Paint aerosol	1991-1995	S
7	16	ST-16A	Paint enamel	1991-1995	S
7	16	ST-16B	Paint aerosol	1991-1997	S
7	16	ST-16B	Paint enamel	1991-1997	S
7	16	ST-17	Antifreeze	1989-1991	S

Notes:

* Hazardous Substances - Basewide Environmental Baseline Survey, Table F-1 (BNI 2001).

This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4.

The reported substances are not listed in 40 CFR 302.4, and therefore have no corresponding Chemical Abstracts Services (CAS) number, no regulatory synonyms, no Resource, Conservation and Recovery Act (RCRA) waste numbers, and no reportable quantities.

Acronyms/Abbreviations:

AOC = area of concern

JP-5 = jet propellant grade 5

MAE = miscellaneuous, air emmisions

MDA = miscellaneous, potential

MMS = miscellaneous, major spill

MWA = miscellaneous, wash area

ST = storage, temporary

STD = storage, designated hazardous

TOW = treatment, oil/water separator

Attachment 5
Petroleum Products Notification Table

Carve Out Area	Parcel	UST/AST or AOC	Petroleum Products*	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D)
5	1	DSD-08	Waste oil	unknown to present	R
5	1	DSD-08	Waste fluid	unknown to present	R
5	1	MDA-03	Oil	unknown to 1981	R
5	1	MDA-03	Lubricant	unknown to 1981	R
5	1	UST 3	Fuel oil	1943- Oct.1993	S
5	1	UST 4A	Fuel oil	1943- Oct.1993	S
5	1	UST 4B	Fuel oil	1943-prior to 1991	S
5	1	UST 4C	Gasoline	1943-prior to 1991	S
5	1	UST 26	Fuel oil	1942-prior to 1991	S
5	1	UST 58	Fuel oil	1945-prior to 1991	S
5	1	UST 91	Fuel oil	1953-June 21,1996	S
5	1	UST 135	Fuel oil	1961-Nov. 7,1997	S
5	1	UST 300	Fuel oil	1943-Sept/Oct 1993	S
5	1	UST 506	Diesel	1985-Sept/Oct 1993	S
5	2	MMS-4	Waste oil	1969-1993	D
5	2	MMS-4	Waste fluid	1969-1993	D
5	2	MWA-04	Oily water	1950's-1999	R
5	2	MWA-15	Oily waste water	1942-1989	R
5	2	MWA-20	Waste motor oil	1981-1999	R
5	2	ST-22	Lubricant	1991-1994	S
5	2	ST-22	Oil	1991-1994	S
5	2	ST-22	Hydraulic fluid	1991-1994	S
5	2	ST-22	JP-5	1991-1994	S
5	2	ST-60A	Oily rags	1991-1997	S
5	2	ST-60B	Waste oil	1987-1997	S
5	2	TOW-05	Waste oil	1984-1999	S
5	2	TOW-18(1-4)	Oily water	1981-1997	S
5	2	UST 11	Diesel	1943-prior to 1991	S
5	2	UST 185	Waste oil	1969-Sept/Oct 1993	S
5	2	UST 509	Waste oil	1985-Dec.1998	S
5	16	MCD-02	Fuel	1988-present	S,R
5	16	MCD-02	Waste fuel	1988-present	S,R
5	16	TOW-14	Fuel	1986-1999	S
5	16	TOW-14	Waste fuel	1986-1999	S
5	16	UST 534A	JP-5	1988- Jan. 22, 1999	S
5	16, 18	UST 534B	Waste fuel	1988- Mar. 19, 1999	S
5	16	UST 534C	Water/Waste fuel	1988- Jan. 22,1999	S
5	18	AST 28A	Diesel	removed May 05,1999	S
5	18	AST 28B	Diesel	removed Dec. 10,1998	S
5	18	AST 106	Propane	removed July 30, 1996	S
5	18	AST 183	Diesel	removed Apr.09, 1999	S
5	18	DSD-04	Oily waste water	1960-1991	D
5	18	DSD-05	Oily waste	1982-1988	D
5	18	MDA-04	Oil	1970's-present	R
5	18	MDA-07	Oily waste	1955-unknown	R
5	18	MDA-08	Waste oil	1960's-1970's	R
5	18	MDA-09	Aviation gas	1960's	D
5	18	MDA-09	Diesel fuel	1960's	D

Attachment 5
Petroleum Products Notification Table

Carve Out Area	Parcel	UST/AST or AOC	Petroleum Products*	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D)
5	18	MMS-5	Waste paints	1969-1972	R
5	18	MMS-5	Waste solvents	1969-1972	R
5	18	MMS-7	Hydraulic fluid	1980-1999	S
5	18	MWA-14	Oily waste	1981-1999	R
5	18	MWA-16	Oily waste	1982-1988	R
5	18	MWA-24	Oily waste	1989-1999	R
5	18	ST-21A	Distilled petroleum	1991-1995	S
5	18	ST-21A	JP-5	1991-1995	S
5	18	ST-21A	PD-680	1991-1995	S
5	18	ST-21B	Distilled petroleum	unknown-1991	S
5	18	ST-21B	JP-5	unknown-1991	S
5	18	ST-21B	PD-680	unknown-1991	S
5	18	ST-21C	Distilled petroleum	unknown-1999	S
5	18	ST-21C	JP-5	unknown-1999	S
5	18	ST-21C	PD-680	unknown-1999	S
5	18	ST-21D	Oil	unknown-1999	S
5	18	ST-21D	Oily rags	unknown-1999	S
5	18	ST-21F	Oil	unknown-1999	S
5	18	ST-21F	Oily rags	unknown-1999	S
5	18	ST-40 (A-C)	Fuel oils	unknown-1996	S
5	18	ST-40 (A-C)	Oily rags	unknown-1996	S
5	18	ST-41 (A,B)	Hydraulic fluid	1991-1995	S
5	18	ST-41 (A,B)	Oil	1991-1995	S
5	18	ST-41 (A,B)	Oily rags	1991-1995	S
5	18	ST-41 (A,B)	JP-5	1991-1995	S
5	18	ST-43	Lubrication oils	1986-1996	S
5	18	ST-44	Lube/transmission oils	1960-1993	S
5	18	ST-45	Hydraulic fluids	1960's-1995	S
5	18	ST-46	Hydraulic fluids/oils	1981-1994	S
5	18	ST-59A	JP-5	1991-1995	S
5	18	ST-59A	Oily rags	1991-1995	S
5	18	ST-59B	JP-5	1970's-1991	S
5	18	ST-59B	Oily rags	1970's-1991	S
5	18	ST-61	Waste oils	1975-1997	S
5	18	ST-79	Hydraulic fluid	unknown	S
5	18	ST-80	Hydraulic fluid	unknown	S
5	18	STD-01	Oily rags	1984-1993	S
5	18	TOW-13	Waste oil	1988-1999	S
5	18	TOW-15	Waste oil	1989-1999	S
5	18	ST-14 (A-C)	Oily rags	1991-1997	S
5	18	ST-14 (A-C)	Used oil	1991-1997	S
5	18	ST-14 (A-C)	Used mogas	1991-1997	S
5	18	UST 20A	Fuel oil	1943-prior to 1991	S
5	18	UST 28	Fuel oil	1942- Oct.1993	S
5	18	UST 28A	Fuel oil	1942-Aug.12 1993	S
5	18	UST 32	Fuel oil	1942-prior to 1991	S
5	18	UST 35	Fuel oil	1943-June 26, 1996	S
5	18	UST 90	Fuel oil	1953- June 03, 1993	S

Attachment 5
Petroleum Products Notification Table

Carve Out Area	Parcel	UST/AST or AOC	Petroleum Products*	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D)
5	18	UST 161	Fuel oil	1964-Mar. 10, 1993	S
5	18	UST 171	Diesel	1965-Sept/Oct 1993	S
5	18	UST 183	Diesel	1968-Sept/Oct 1993	S
5	18	UST 183A	Waste oil	1990- Mar. 1999	S
5	18	UST 203A	Waste oil	1990- Sept. 27, 1994	S
5	18	UST 203B	Waste oil	1982-Sept. 27, 1994	S
5	18	UST 226	Hydraulic fluid	1980- Sept.19, 1996	S
5	20	UST 1	Fuel oil	1944-1993	S
5	22	UST C4	Fuel oil	1943- Aug. 1996	S
5	22	UST C5	Fuel oil	1943- Sept. 1996	S
5	22	UST 93	Fuel oil	1953- Mar. 30, 1993	S
5	22	UST 222A	Gasoline	1974- May 01, 1998	S
5	22	UST 222B	Gasoline	1974- May 01, 1998	S
5	22	UST 222C	Gasoline	1974- May 01, 1998	S
5	22	UST 222D	Gasoline	1974- May 01, 1998	S
5	22	UST 222G	Oil	1974- May 01, 1998	S
5	22	UST 222H	Oil	1974- May 01, 1998	S
5	22	UST 222I	Waste oil	1974- May 01, 1998	S
5	24	AST 169	JP-5	removed June 22,1998	S
5	24	AST 170	JP-5	removed June 22,1998	S
5	24	MAE-06	Waste oil	Unknown	S
5	24	MWA-17	Oily waste	1940's-1996	R
5	24	ST-15	90-weight oil	unknown-1995	S
5	24	ST-15	30-weight oil	unknown-1995	S
5	24	ST-15	Diesel fuel	unknown-1995	S
5	24	ST-15	Mogas	unknown-1995	S
5	24	ST-15	Lubricant oil	unknown-1995	S
5	24	ST-21E	JP-5	unknown-1991	S
5	24, 40	ST-72A	Oil	1942-1997	R
5	24, 40	ST-72A	Grease	1942-1997	R
5	24, 40	ST-72A	Hydraulic fluids	1942-1997	R
5	24, 40	ST-72B	Oil	1942-1982	R
5	24, 40	ST-72B	Grease	1942-1982	R
5	24, 40	ST-72B	Hydraulic fluid	1942-1982	R
5	24	UST 18A	Gasoline	1943-prior to 1991	S
5	24	UST 18B	Gasoline	1943-prior to 1991	S
5	24	UST 22A (1,2)	Fuel oil	1942-Nov. 1991	S
5	24	UST 22B (1-3)	Gasoline	1942- Nov. 1991	S
5	24	UST 22C (1-3)	Gasoline	1942- Nov. 1991	S
5	24	UST 22D (1-4)	Gasoline	1942- Nov. 1991	S
5	24	UST 22E-1,2	Gasoline	1942- Nov. 1991	S
5	24	UST 22F (1-3)	Gasoline	1942- Nov. 1991	S
5	24	UST 22G (1-3)	Gasoline	1942- Nov. 1991	S
5	24	UST 22H (1-3)	Gasoline	1942- Nov. 1991	S
5	24	UST 22I (1-3)	Gasoline	1942- Nov. 1991	S
5	24	UST 22J (1-3)	Gasoline	1942- Nov. 1991	S
5	24	UST 22K (1-3)	Gasoline	1942- Nov. 1991	S
5	24	UST 22L (1-3)	Gasoline	1942- Nov. 1991	S

Attachment 5
Petroleum Products Notification Table

Carve Out Area	Parcel	UST/AST or AOC	Petroleum Products*	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D)
5	24	UST 22M (1-3)	Gasoline	1942- Nov. 1991	S
5	24	UST 47	Fuel oil	1942- Mar. 21, 1997	S
5	24	UST 66	Fuel oil	1944-prior to 1991	S
5	24	UST 89	Fuel oil	removed Dec. 01, 1999	S
5	24	UST 268	Gasoline	1984-Dec. 1998	S
5	40	AST 27	Diesel	removed Aug.12, 1997	S
5	40	MWA-09	Oily waste	1950-1970	R
5	40, 18	ST-23	Hydraulic oil	1991-1995	S
5	40, 18	ST-23	Used JP-5 fuel	1991-1995	S
5	40	ST-47A	Lubricating oil	1980-1992	S
5	40	ST-47A	Grease	1980-1992	S
5	40	ST-47A	Transmission oil	1980-1992	S
5	40	ST-47A	Brake fluid	1980-1992	S
5	40	ST-47A	Hydraulic fluid	1980-1992	S
5	40	ST-47B	Lubricating oil	prior to 1980	S
5	40	ST-47B	Grease	prior to 1980	S
5	40	ST-47B	Transmission oil	prior to 1980	S
5	40	ST-47B	Brake fluid	prior to 1980	S
5	40	ST-47B	Hydraulic fluid	prior to 1980	S
5	40	UST 16	Fuel oil	1942-prior to 1991	S
5	40	UST 27A	Diesel	1942- Sept. 27&28, 1994	S
5	40	UST 27B	Diesel	1942- Sept. 27&28, 1994	S
5	40	UST 105A	Gasoline	1952-Apr. 06, 1993	S
5	40	UST 105B	Gasoline	1952-Apr. 06, 1993	S
5	40	UST 105C	Diesel	1952-Apr. 06, 1993	S
5	40	UST 105D	Diesel	1952-Apr. 15, 1993	S
5	40	UST 105E	Gasoline or diesel fuel	1952-Apr. 15, 1993	S
5	40	UST 105F	Gasoline or diesel fuel	1952-Dec. 14, 1995	S
6	16	AST 186	Waste oil	removed prior to 1997	S
6	16	MD-01	Flight Line fluid	1970's-1980's	R
6	16	MGR-02	Waste oil	1960's-1999	S
6	16	MGR-02	Waste fluid	1960's-1999	S
6	16	MMS-03	Hydraulic fluid	unknown	D
6	16	MWA-07	Oily water	unknown-1999	R
6	16	MWA-08	Oily water	unknown-1996	R
6	16	ST-18A	Contaminated absorbent oil	1991-1999	S
6	16	ST-18A	Used fuel oil	1991-1999	S
6	16	ST-18A	Oily rags	1991-1999	S
6	16	ST-18B	Contaminated absorbent oil	1995-1999	S
6	16	ST-18B	Used fuel oil	1995-1999	S
6	16	ST-18B	Oily rags	1995-1999	S
6	16	ST-18C	Contaminated absorbent oil	1991-1995	S
6	16	ST-18C	Used fuel oil	1991-1995	S
6	16	ST-18C	Oily rags	1991-1995	S
6	16	ST-19	Waste oil	1960-1999	S
6	16	ST-20A	Gear oil	1992-1998	S

Attachment 5
Petroleum Products Notification Table

Carve Out Area	Parcel	UST/AST or AOC	Petroleum Products*	Date(s) of Storage and/or Operation	Stored (S), Released (R), or Disposed (D)
6	16	ST-20A	Engine oil	1992-1998	S
6	16	ST-20A	Lubricant oil	1992-1998	S
6	16	ST-20B	Gear oil	prior to 1992	S
6	16	ST-20B	Engine oil	prior to 1992	S
6	16	ST-37A	Oily rags	1991-1995	S
6	16	ST-37B	Oily rags	1991-1995	S
6	16	ST-38A	Hydraulic fluids	1991-1995	S
6	16	ST-38A	JP-5	1991-1995	S
6	16	ST-38A	Oily rags	1991-1995	S
6	16	ST-38B	Hydraulic fluids	prior to 1991	S
6	16	ST-38B	JP-5	prior to 1991	S
6	16	ST-38B	Oily rags	prior to 1991	S
6	16	ST-39	Lube oils	1986-1996	S
6	16	ST-48	Lubricating oils	1980-1995	S
6	16	ST-49	Lubricating oil	1940's-1996	S
6	16	TOW-08A	Oily waste	1970-1999	S
6	16	TOW-08B	Waste oil	1970-1999	S
6	16	UST 29A	Fuel oil	1942- Aug. 12, 1993	S
6	16	UST 186A	Gasoline	1970-Sept/Oct 1993	S
6	16	UST 186B	Diesel	1970-Sept/Oct 1993	S
6	16	UST 186C	Gasoline	1970-Sept/Oct 1993	S
6	16	UST 186D	Waste oil	1970-Mar. 1999	S
7	16	MMS-01	JP-5	1989	R
7	16	ST-16A	Absorbent with fuel oil	1991-1995	S
7	16	ST-16A	Used JP-5 fuel	1991-1995	S
7	16	ST-16B	Absorbent with fuel oil	1991-1997	S
7	16	ST-16B	Used JP-5 fuel	1991-1997	S
7	16	ST-17	Lubrication oil	1989-1991	S
7	16	ST-17	Hydraulic fluids	1989-1991	S
7	16	ST-17	Oil	1989-1991	S
7	16	ST-17	Detergent motor oil	1989-1991	S
10	28	TR-1A	Moffit Trench waste	1983	S
10	28	TR-1B	Moffit Trench waste	1983	S
10	28	TR-1C	Moffit Trench waste	1983	S
10	28	TR-1D	Moffit Trench waste	1983	S
11	1	AST 194A	JP-5	removed Mar.24,1999	S
11	1	AST 194B	JP-5	removed Mar.24,1999	S
11	1	MFL-1A	JP-5 distribution system	1964-1997	S
11	1	MMS-02 (A,B,C)	Aircraft fuel	since 1988	R

Notes:

* Petroleum Products - Basewide Environmental Baseline Survey, Tables 5-5, 5-6, and F-1 (BNI 2001).

Attachment 5
Petroleum Products Notification Table

These UST/ASTs and AOCs contain petroleum products which fall within the scope of the CERCLA petroleum exclusion set forth in CERCLA Section 101(14).

Acronyms/Abbreviations:

AOC = area of concern

AST = above ground storage tank
DSD = disposal, storm drain

JP-5 = jet propellant grade 5
MAE = miscellaneuous, air emmisions

MCD = missellaneous, crash drill site
MDA = miscellaneous, potential disposal area
MFL = miscellaneous, fuel line
MGR = miscellaneous, grease rack
MMS = miscellaneous, major spill
MWA = miscellaneous, wash area

ST = storage, temporary

STD = storage, designated hazardous waste storage area

TOW = treatment, oil/water separator

TR = treatment, groundwater treatment unit

UST = underground storage tank

ATTACHMENT 6
DoD POLICIES ON ASBESTOS, LEAD-BASED PAINT, AND RADON AT BRAC PROPERTIES

DoD Policies on Asbestos, Lead-Based Paint, and Radon at Base Realignment and Closure Properties (31 October 1994)

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ACQUISITION AND TECHNOLOGY

OFFICE OF THE UNDER SECRETARY OF DEFENSE

3000 DEFENSE PENTAGON
WASHINGTON DC 20301-3000



31 OCT 1994

MEMORANDUM FOR ASSISTANT SECRETARY OF THE ARMY
(INSTALLATIONS, LOGISTICS & ENVIRONMENT)
ASSISTANT SECRETARY OF THE NAVY
(INSTALLATIONS & ENVIRONMENT)
ASSISTANT SECRETARY OF THE AIR FORCE
(MANPOWER, RESERVE AFFAIRS, INSTALLATIONS & ENVIRONMENT)
DIRECTOR, DEFENSE LOGISTICS AGENCY

SUBJECT: Asbestos, Lead Paint and Radon Policies at BRAC Properties

The purpose of this memorandum is to request that you implement the attached Department of Defense (DoD) policies on asbestos, lead paint and radon at base realignment and closure (BRAC) properties.

As you may recall, these policies were drafted and accepted within the Defense Environmental Security Council (DESC) structure. During its May 6, 1994, meeting the DESC accepted the draft DoD policy on radon at BRAC properties. At that meeting, the draft policies on asbestos and lead paint were referred to the Environment, Safety and Occupational Health Policy Board (ESOHPB) for revision and acceptance. During its May 10, 1994, meeting the ESOHPB accepted the revised draft DoD policies on asbestos and lead paint at BRAC properties.

Subsequent to DESC and ESOHPB action, these polices were coordinated formally with the Assistant Secretary of Defense (Economic Security) and the Office of the Deputy General Counsel (Acquisition & Logistics). If there are any questions concerning this request, please contact Ed Dyckman, DESC Executive Secretary at 703-697-9107.

Gary D. Vest
Principal Assistant Deputy Under Secretary
of Defense (Environmental Security)

Attachments

Environmental Security *Defending Our Future*

DOD POLICY ON ASBESTOS AT BASE REALIGNMENT AND CLOSURE PROPERTIES

Department of Defense (DoD) policy with regard to asbestos-containing material (ACM) is to manage ACM in a manner protective of human health and the environment, and to comply with all applicable Federal, State, and local laws and regulations governing ACM hazards. Therefore, unless it is determined by competent authority that the ACM in the property does pose a threat to human health at the time of transfer, all property containing ACM will be conveyed, leased, or otherwise disposed of as is through the Base Realignment and Closure (BRAC) process.

Prior to property disposal, all available information on the existence, extent, and condition of ACM shall be incorporated into the Environmental Baseline Survey (EBS) report or other appropriate document to be provided to the transferee. The survey report or document shall include:

- reasonably available information on the type, location, and condition of asbestos in any building or improvement on the property;
- any results of testing for asbestos;
- a description of any asbestos control measures taken for the property;
- any available information on costs or time necessary to remove all or any portion of the remaining ACM; however, special studies or tests to obtain this material are not required; and
- results of a site-specific update of the asbestos inventory performed to revalidate the condition of ACM.

Asbestos-containing material shall be remedied prior to property disposal only if it is of a type and condition that is not in compliance with applicable laws, regulations, and standards; or if it poses a threat to human health at the time of transfer of the property. This remediation should be accomplished by the active Service organization, by the Service disposal agent, or by the transferee under a negotiated requirement of the contract for sale or lease. The remediation discussed above will not be required when the buildings are scheduled for demolition by the transferee; the transfer document prohibits occupation of the buildings prior to the demolition; and the transferee assumes responsibility for the management of any ACM in accordance with applicable laws.

OFFICE OF THE UNDER SECRETARY OF DEFENSE

3000 DEFENSE PENTAGON
WASHINGTON DC 20301-3000

ACQUISITION AND TECHNOLOGY

JAN. 07 2000

MEMORANDUM FOR ASSISTANT SECRETARY OF THE ARMY
(INSTALLATIONS, LOGISTICS, AND ENVIRONMENT)
ASSISTANT SECRETARY OF THE NAVY
(INSTALLATIONS AND ENVIRONMENT)
ASSISTANT SECRETARY OF THE AIR FORCE
(MANPOWER, RESERVE AFFAIRS, INSTALLATIONS
AND ENVIRONMENT)
DIRECTOR, DEFENSE LOGISTICS AGENCY

SUBJECT: Lead-Based Paint Policy for Disposal of Residential Real Property

The Department of Defense (DoD) policy is to manage lead-based paint in a manner protective of human health and the environment and to comply with all applicable Federal, State, or local laws regulating lead-based paint and lead-based paint hazards.

The attached Field Guide is a joint DoD and Environmental Protection Agency (EPA) guidance document for use by DoD and EPA personnel in the evaluation and control of lead-based paint at DoD residential real property scheduled for disposition under the base realignment and closure (BRAC) program. Lead-based paint requirements are defined by Title X, the Residential Lead-Based Paint Hazard Reduction Act of 1992, which amended the Lead-Based Paint Poisoning Prevention Act (42 U.S.C, Section 4822) and its implementing regulations (under the EPA Toxic Substances Control Act (TSCA) Section 403 rule and the Department of Housing and Urban Development (HUD) Section 1013 rule). DoD will issue separate policy on lead-based paint requirements for transferring non-residential properties.

The Field Guide provides a general roadmap summarizing the requirements for the evaluation and control of lead-based paint hazards in target housing as defined by Title X and TSCA. In addition to existing Title X requirements, the Field Guide also specifies some actions that exceed Title X requirements. These actions represent DoD's desire to go beyond actions strictly required by law to ensure that activities taken in this regard are protective of human health and the environment. DoD policy is to:

- Abate soil-lead surrounding housing constructed between 1960 and 1978 (Title X requires abatement of lead-based paint hazards in target housing constructed prior to 1960). The transfer agreement may require the purchaser to perform the abatement activities.
- Evaluate the need for interim controls, abatement, or no action for bare soil lead concentrations between 400 and 2000 ppm (excluding children's play areas) based on the findings of the lead-based paint inspection, risk assessment, and criteria contained in the Field Guide.

- Evaluate and abate lead-based paint hazards in structures reused as child-occupied facilities located on residential real property. Child-occupied facilities are day care centers, preschools, and kindergarten classrooms visited regularly by children under six years of age.
- Evaluate and abate soil-lead hazards for target housing demolished and redeveloped for residential use following transfer. Under Title X, residential dwellings that are demolished or not intended for occupancy after transfer do not require an inspection and risk assessment or lead-based paint control and hazard abatement. However, DoD requires that the terms of property transfer include a requirement for the transferee to evaluate and abate any soil-lead hazards prior to occupancy of any newly constructed dwelling units.

By adding these additional measures as a matter of policy, DoD believes it exceeds measures necessary to reduce potential lead exposures in children and will significantly contribute to the elimination of adverse effects in children from exposures to lead from lead-based paint in federally-owned target housing subject to disposition.

This lead-based paint policy supersedes the DoD 31 October 1994 lead-based paint policy attached to the PADUSD (ES) memorandum, Asbestos, Lead Paint, and Radon Policies at BRAC Properties. The asbestos and radon policies referenced in the memorandum remain in effect. Property transfer agreements executed under the previous policy are not required to meet these requirements. The effective date implementing these requirements is 30 March 2000.

Sherri W. Goodman
Deputy Under Secretary of Defense
(Environmental Security)

Attachment

DOD POLICY ON RADON AT BASE REALIGNMENT AND CLOSURE PROPERTIES

In response to concerns with the potential health effects associated with radon exposure, and in accordance with the Indoor Radon Abatement provisions of Subchapter III of the Toxic Substances Control Act, 26 U.S.C. 2661 to 2671, the Department of Defense (DoD) conducted a study to determine radon levels in a representative sample of its buildings. In addition, as part of DoD's voluntary approach to reducing radon exposure, DoD has applied the Environmental Protection Agency (EPA) guidelines for residential structures with regard to remedial actions.

DoD policy is to ensure that any available and relevant radon assessment data pertaining to Base Realignment and Closure (BRAC) property being transferred shall be included in property transfer documents.

DoD policy is not to perform radon assessment and mitigation prior to transfer of BRAC property unless otherwise required by applicable law.

ATTACHMENT 7
COMMENTS/RESPONSES TO COMMENTS

Department of Toxic Substances Control

Edwin F. Lowry, Director
5796 Corporate Avenue
Cypress, California 90630

.inston H. Hickox
\gency Secretary
`alifornia Environmental
Protection Agency

Gray Davis
Governor

April 26, 2002

Mr. Keith S. Forman
BRAC Environmental Coordinator
Naval Facilities Engineering Command
BRAC Program Office
1230 Columbia Street, Suite 1100
San Diego, California 92101-8517

FINDING OF SUITABILITY TO LEASE (FOSL) FOR CARVE-OUT AREAS 5, 6, 7, 8, 9, 10, AND 11, MARINE CORPS AIR STATION (MCAS) TUSTIN, TUSTIN, CALIFORNIA

Dear Mr. Forman:

On April 23, 2002, the Department of Toxic Substances Control (DTSC) received electronic versions of the revised text, tables and response to comments for the subject document, also known as FOSL 3. The revised text is postdated April 25, 2002. Subsequently, DTSC received electronic versions of revised text for indoor air quality (Section 4.8) on April 25, 2002, and Carve-Out Area 8 (Section 3.2.4) and monitoring wells (Section 4.16) on April 26, 2002. Based upon review of the revised text, tables and response to comments, DTSC comments forwarded on April 15 and 17, 2002 have been adequately addressed.

The purpose of this FOSL is to document the conclusion that the property identified above is suitable for lease by a lease in furtherance of conveyance. This FOSL includes carve-out (CO) areas associated with the *Finding of Suitability to Transfer for Parcels 23, 29, 34, 35, and 36 and Portions of 1, 16, 17, 24, 27, 28, 40 and 41, Marine Corps Air Station Tustin, California* (FOST 3) was finalized on April 22, 2002. The CO areas encompass seven areas with ongoing environmental investigations or response actions.

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our Web-site at www.dtsc.ca.gov.

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DTSC concurs that the property associated with FOSL 3 can be leased with the specified conditions, notifications and restrictions in a manner that is protective of human health and the environment. Please note that for a majority of parcels, the specified ultimate use cannot be implemented until the restrictions have been removed, conditions have been met or notifications have been followed.

Although DTSC is concurring on this FOSL, potential school sites and lead-based paint (LBP) may be issues for future transfer of property associated with some of the CO Areas. Potential school sites may be an issue for the future transfer of CO Area 5 (CO-5). For transfer, DTSC will evaluate the suitability to transfer the property associated with CO-5 for the intended use. Several Parcels included in CO-5 are identified for educational/recreational use. DTSC concurrence on a FOST for these parcels will be dependent upon attainment of cleanup goals for residential use and the completion of a separate environmental review for school sites.

The FOSL identifies the ultimate use of Parcels 1, 2, 17, 18, 19, 20 and 22 as educational/recreational that may include school sites, meaning kindergarten through grade 12 (elementary, middle and high schools). Should the subject parcels be considered for the proposed acquisition and/or construction of school properties utilizing state funding, a separate and comprehensive review pursuant to the California Education Code, section 17210 et seq., is required. The California Education Code requires that DTSC make a determination as to the suitability for school use based on this review. In addition to attainment of cleanup goals for residential use, if this requirement is not met, DTSC will not concur with the finding of suitability to transfer.

Notification of potential LBP was provided based solely on the date of construction. As a result, there are 98 buildings and structures within the CO areas (CO-5, CO-6 and CO-10) that were constructed prior to 1978, the year when LBP products were discontinued. Based on the date of construction, LBP may be present on these buildings. Residential or child-occupied use of these buildings/structures is restricted. As a result, DTSC agrees that the buildings and structures can be leased, with the restrictions, in a manner that is protective of human health and the environment. However, LBP may be an issue for the future transfer of CO-5, CO-6 and CO-10. DTSC maintains that any lead released to soil from LBP is a release pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986. The surfaces of buildings and structures constructed prior to 1978 may have LBP that could be released to soil. DTSC will have to determine whether, pursuant to CERCLA 120(h)(3), all actions have been taken at CO-5, CO-6 and CO-10 to remedy potential releases of lead to the environment from LBP. Based on this determination, DTSC will decide if property associated with CO-5, CO-6 and CO-10 is suitable for transfer.

Please ensure that the revised text, tables, response to comments and all attachments are incorporated into the final version of the document. Thank you for providing DTSC with the opportunity to review this FOSL. If you have any questions regarding this letter, please contact Mr. Antaramam Peddada, Remedial Project Manager, at (714) 484-5415 or me at (714) 484-5395.

Sincerely,

Triss M. Chesney, P.E.
Acting Unit Chief
Base Closure/Reuse Unit
Office of Military Facilities

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Response to Comments
Finding of Suitability to Lease
Marine Corps Air Station Tustin, California

17 April 2002 Comments to Draft Final FOSL from: Ms. Triss M. Chesney, Acting Unit Chief, DTSC

	GENERAL COMMENT	RESPONSES
1.	Section 4.10 - Polychlorinated Biphenyls (PCBs) All references in this section to concentration or weight criteria should be "equal to or greater than" 50 parts per million or 3 pounds, respectively. The Navy is utilizing criteria included in the Toxic Substances Control Act to determine if PCB items and equipment should be processed/disposed of as regulated items. Notification should be provided that items or equipment that contain any amount of PCBs could result in a release of hazardous substances if they are not handled properly during demolition activities. Any release of hazardous substances would need to be addressed in accordance with the California Health and Safety Code, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP).	The FOSL was revised to incorporate this comment. In addition to the federal standards for PCBs, Cal-EPA has a 5 ppm or greater hazardous waste characterization standard for PCBs. However, this is only applicable for disposal purposes once PCBs are removed from service. It does not apply to PCBs still in service. The following sentence is included in Section 4.10: "PCB-containing equipment may also be subject to State hazardous waste laws regulating PCB waste."
2.	Section 4.8 - Indoor Air Quality The restrictions associated with indoor air quality should also apply to placement of new portable structures that may not require excavation or disturbance of soil.	Section 4.8, Indoor Air Quality was revised to restrict existing buildings and newly constructed buildings situated above or within 100 feet of areas with VOC soil or groundwater contamination.

15 April 2002 Comments to Draft Final FOSL from: Ms. Triss M. Chesney, Acting Unit Chief, DTSC

	GENERAL COMMENT	RESPONSES
1.	Notification of potential lead-based paint (LBP) was provided based solely on date of construction. As a result, there are 98 buildings and structures within the CO areas (CO-5, CO-6 and CO-10) that were constructed prior to 1978, the year when LBP products were discontinued. Based on the date of construction, LBP may be present on these buildings. Residential or child-occupied use of these buildings/structures is restricted and will be subject to approval of the Department of the Navy and Base Realignment and Closure (BRAC) Cleanup Team (BCT). Due to the restricted use of the buildings and structures, DTSC agrees that the buildings and structures can be leased, with the restrictions, in a manner that is protective of human health and the environment. However, LBP may be an issue for the future transfer of CO-5, CO-6 and CO-10. DTSC maintains that any lead released to soil from LBP is a release pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986. The surfaces of buildings and structures constructed prior to 1978 may have LBP that could be released to soil. DTSC will have to determine whether, pursuant to CERCLA 120(h)(3), all actions have been taken at CO-5, CO-6 and CO-10 to remedy potential releases of lead to the environment from LBP. Based on this determination, DTSC will decide if property associated with CO-5, CO-6 and CO-10 is suitable for transfer:	DTSC's comment is acknowledged.

15 April 2002 Comments to Draft Final FOSL from: Ms. Triss M. Chesney, Acting Unit Chief, DTSC

	SPECIFIC COMMENTS	RESPONSES
1.	Section 1.0 - Purpose DTSC general comment 11 stated that the parcel use designation should be consistent with the Reuse Plan, Environmental Baseline Survey and the Base Realignment and Closure Business Plan. In response, a statement that, "Ultimate parcel uses in the CO areas are designated as one of four categories: Educational/Recreational, Commercial/Business, Residential, or Circulation Facilities. These categories incorporate the specific parcel uses designated in the proposed reuse plan for MCAS Tustin." In order to avoid confusion, DTSC reiterates that the parcel use designation should be consistent among documents, not summarized. As a result, please include the parcel use designation, such as commercial, commercial/business, community core, community park, learning village, etc. in Table 1 - Buildings and Structures. Additionally, please include the specific uses that are contemplated for each of the parcel designations. This information can be included as a note to Table 1 - Buildings and Structures.	The "summarized" categories used in the FOSL are consistent with the "summarized" categories used in the Reuse Plan (see Reuse Plan Chapter 2, specifically Figure 2 and Section 2.2.1). The FOSL references the Reuse Plan and indicates that further detail, including narrative descriptions of reuse, can be found directly in the Reuse Plan. Further, to ensure protection of human health and the environment, DON has written restrictions and notifications into the FOSL based on <u>any</u> potential use, not solely on the proposed reuse in the Reuse Plan.
2.	Section 3.2 - Environmental Concerns within CO Areas DTSC specific comments 8, 12, 13, 14, 15, 16 and 18 requested an explanation for development of the boundaries for the CO areas and justification that the buffer zones are adequate. The information provided in the response should be incorporated into the descriptions for each of the CO areas. For example, for CO areas with groundwater plumes (CO-5 and CO-6), a 150-buffer zone is included to protect human health and the environment. For CO areas with contamination limited to soil (CO-7, CO-8, CO-9 and CO-11), the boundary is consistent with the study area. The boundary for CO-10 encompasses the site boundary for Installation Restoration Program Site 1 as identified in the Record of Decision for Operable Unit (OU) 3 and the entire Peters Canyon Channel.	The Response to Comments are a formal part of the document, therefore, the discussions regarding buffer zones have been duly incorporated into the document as part of Attachment 7.
3.	Section 3.2.1.2 - AOCs in CO-5 Please add descriptions for DSD-07 and MMS-7 to be consistent with Section 3.1 and Figure 4. Fourth paragraph: Include ST-14 (A-C) to be consistent with Table 4 and Figure 4.	The following sentence is included in Section 3.2.1.2 per this comment: "Two AOCs, MMS-7 and DSD-07 (in CO-5), are under further investigation, and will be evaluated under the RCRA program." The sentence was revised to reference ST-14(A-C).

	SPECIFIC COMMENTS	RESPONSES
4.	Section 4.0 - Notifications and Restrictions According to the Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the disposal and reuse of MCAS Tustin, dated December 1999, Parcels 16 and 24 (or portions thereof) are designated as "prime farmland." Please add a section of "Prime/Unique Farmland" and provide notifications for Parcels 16 and 24. Additionally, revise Table 8 - Environmental Factors Considered to reflect that prime/unique farmland requires notification. Include notification of prime/unique farmland in Table 9 - Notifications and Restrictions Summary. Please add a section for notification and restrictions for monitoring wells, surface water gauging locations and landfill gas monitoring probes. The notifications and restrictions should apply to all of the CO areas. The restrictions should be similar to those identified for the monitoring wells in the OU-3 ROD (page 7-13). For example, "Monitoring wells, surface water gauging locations and landfill gas monitoring probes and associated equipment shall not be altered, disturbed, or removed without the prior review and written approval of the DON, DTSC, RWQCB, and other regulatory agencies that have jurisdiction over the activity." Then, Table 8 - Environmental Factors Considered should be updated to show that there are environmental factors that may pose restrictions or require notification for monitoring wells/surface water gauging locations/landfill gas monitoring probes. Likewise, in Table 9 - Notifications and Restrictions Summary, restrictions and notifications for monitoring wells/surface water gauging locations/landfill gas monitoring probes should be added for the affected CO areas and parcels.	The following notification is included as Section 4.14: "Prime farmland is present on Parcels 16, 17, 24, and 27. Portions of these parcels are contained in CO-5, CO-6, and CO-8. According to the final MCAS Tustin EIS/EIR, no mitigation measures are required (DON 1999a)." Tables 8 and 9 were revised to include this notification. The following notifications and restriction is included as Section 4.16: "Notifications CO-5, CO-6, CO-7, CO-8, and CO-9 contain monitoring wells and/or surface water gauging locations that are periodically monitored as listed in Table 6. CO-10 contains monitoring wells, surface water gauging locations, landfill gas monitoring probes, and their associated equipment (e.g. french drain system, survey monuments, sumps, signs, fencing) that are periodically monitored as listed in Table 6. Restrictions These monitoring wells, surface water gauging locations, and their associated equipment shall not be altered, disturbed, or removed without the prior review and approval of DON and the BCT. This restriction is applicable to CO-5, CO-6, CO-7, CO-8, CO-9, and CO-10." Tables 8 and 9 were revised to include this notification and restriction.

	SPECIFIC COMMENTS	RESPONSES
5.	Section 4.1 - Hazardous Substances and Petroleum Products, Restrictions DTSC specific comment 20 stated that the restrictions for CO-10 must be consistent with the land restrictions documented in Section 7.2.5.3 of the OU-3 ROD. DTSC agrees with the DON response that some of the land use restrictions are addressed in the FOSL, such as restrictions on groundwater use and subsurface excavation, including construction, that are specified in Section 4.12. However, additional land use restrictions that are not addressed in the FOSL include, (1) "There shall be no irrigation, landscaping, or planting activities within the area of the containment remedy prior to submittal and review of an irrigation and landscaping plan to and prior review and written approval by the DON, DTSC, RWQCB, and other regulatory agencies that have jurisdiction over the proposed activity in order to assure that such activities do not jeopardize the integrity and performance of the containment remedy," (2) "The french drain system, sumps, monitoring wells, survey monuments, signs describing use restrictions, fencing, or monitoring equipment within the area of the containment remedy shall not be removed or damaged without prior review and written approval of the DON, DTSC, RWQCB, and other regulatory agencies that have jurisdiction over the proposed activity." Additionally, the FOSL should provide notification regarding the two easements in and adjacent to the area of the containment remedy as stated in Section 7.2.5.3 of the OU-3 ROD.	The following notification and restriction is included in Section 4.16 per this comment: "Notifications CO-5, CO-6, CO-7, CO-8, and CO-9 contain monitoring wells and/or surface water gauging locations that are periodically monitored as listed in Table 6. CO-10 contains monitoring wells, surface water gauging locations, landfill gas monitoring probes, and their associated equipment (e.g. french drain system, survey monuments, sumps, signs, fencing) that are periodically monitored as listed in Table 6. Restrictions These monitoring wells, surface water gauging locations, and their associated equipment shall not be altered, disturbed, or removed without the prior review and approval of DON and the BCT. This restriction is applicable to CO-5, CO-6, CO-7, CO-8, CO-9, and CO-10." There are no easements associated with this FOSL; they will be identified at the time of transfer.

	SPECIFIC COMMENTS	RESPONSES
6.	Section 4.6 - Pesticides Third Paragraph: This paragraph states, "In 1992, a preliminary endangerment assessment (PEA) was conducted for Parcel 24 (referred to in the PEA as Parcel A)." Then, in Attachment 2, the May 27, 1992 letter from DTSC provides approval of a PEA conducted for Parcel D, New Family Housing Project. Please clarify the discrepancy.	The referenced paragraph was revised to include the following sentences: "In 1991 and 1992, a preliminary endangerment assessment (PEA) was conducted for Parcel 24 (PEA Parcel A), Parcels 38 and 39 (PEA Parcel C), and Parcel 33 (PEA Parcel D). DTSC provided NFA concurrence on the findings in the PEA for the areas containing Parcels 24, 33, 38, and 39. DTSC's 26 May 1992 NFA concurrence letter for Parcel A and 27 May 1992 NFA concurrence letters for Parcels C and D are provided in Attachment 2."
	Based on the information provided from the 1992 Preliminary Endangerment Assessment and the 1996 Pesticide Investigation Report, Parcel 16 is not addressed in either document. Additionally, the Notification/Restriction for pesticides at Parcel 16 states, "The 1992 PEA sampling and risk assessment and the 1996 pesticide investigation indicated that the property was suitable for unrestricted, residential use." Please explain the determination that Parcel 16 is suitable for unrestricted, residential use.	Parcel 16 was removed from the Pesticide Notification. Appropriate Responses to Comments were also revised per this change. Parcel 16 is not considered an agricultural area and pesticides were not used on this parcel (see 1996 Pesticide Investigation Report).
	In FOST 2 (September 28, 2001), Page 15 states, "Pesticide concentrations were compared with those reported in soil collected from Parcels 38 and 39 during a previous pesticides investigation (GeoRemediation 1992b)." This implies that the pesticide investigation for Parcels 38 and 39 was part of the 1992 preliminary endangerment assessment (PEA) that received DTSC concurrence. However, in FOSL 3, Page 21 states, "In 1996, soil samples were collected from the . . . southern corner (Parcels 38 and 39) . . . of MCAS Tustin to evaluate whether residual pesticides and metals were present in soil as a result of past agricultural activities at MCAS Tustin (BNI 1996b)." This implies that the pesticide investigation for Parcels 38 and 39 was part of the 1996 pesticide investigation study. Please clarify the discrepancy between FOST 2 and FOSL 3. The text should clearly identify each pesticide study, associated purpose, parcels addressed, results and conclusions, and regulatory concurrence received.	Section 4.6 was revised to clarify which parcels were included in each study. Parcels 38 and 39 were studied in the 1992 PEA. The FOSL includes the following text: "In 1991 and 1992, a preliminary endangerment assessment (PEA) was conducted for Parcel 24 (PEA Parcel A), Parcels 38 and 39 (PEA Parcel C), and Parcel 33 (PEA Parcel D). Further investigation in 1996 supported the PEA findings. Soil samples were collected from the southwest corner (Parcel 6) and the northeast quadrant (Parcels 17, 25, 26, 27, 28, 29, 30, 31, 32, and 40) of MCAS Tustin to evaluate whether residual pesticides and metals were present in soil as a result of past agricultural activities at MCAS Tustin (BNI 1996b)."
	Additionally, the screening risk assessment in the 1996 pesticide investigation indicated that metals and pesticides pose no significant risk to human health or the environment. DTSC is concerned that the results of the 1996 pesticide investigation are being used to determine that the property suitable for unrestricted, residential use; however, a concurrence letter from DTSC is not available. Does the Navy have some documentation to show that DTSC reviewed the report or response to comments?	The following sentence is included in Section 8.1, paragraph 6, and the referenced letter is included in Attachment 2: "The 1996 Pesticides Investigation Report was reviewed by the BCT whose comments were incorporated (see 15 July 1996 letter in Attachment 2)."
7.	Section 4.7 - Asbestos-Containing Material, Restrictions For (a) Buildings Containing FAD ACM and (b) Buildings/Structures Requiring an ACM Survey, the fourth bullet states, "The restriction will be lifted after surveys/abatement are completed by DON or the lessee." This is not consistent with the second bullet that states, "Buildings may be occupied only after necessary surveys and abatement are conducted according to all local, state, and federal requirements. Occupancy restrictions may not be removed from these buildings without prior approval of the DON and the BCT."	The referenced restrictions were deleted from the FOSL. The second bullets of (a) and (b) are sufficient to describe how the restriction can be lifted: "Buildings may be occupied only after necessary surveys and abatement are conducted according to all local, state, and federal requirements. Occupancy restrictions may not be removed from these buildings without prior approval of DON and the BCT."

	SPECIFIC COMMENTS	RESPONSES
8.	Section 4.8 - Indoor Air Quality The response to DTSC specific comment 31 states, "Indoor air quality restrictions were added for Buildings 11 and 203 (see specific comment #28)." Based upon the response to DTSC Comment 28, Section 4.8 and Table 1, it appears that Buildings 11 and 203 are actually designated as structures that cannot be accessed or occupied by humans. As a result, indoor air quality notifications and restrictions are not applicable. Please review and revise the response to this comment.	The referenced response to comment #31 was revised to be consistent with the text, which does not impose indoor air quality restrictions on Structures 11 and 203.
9.	Section 4.10 - Polychlorinated Biphenyls (PCBs) DTSC specific comment 35 requested clarification on the reasoning for not conducting corrective action on five small capacitors that possibly contain PCB insulation fluid or solid insulation. The response states that corrective action was not conducted because observation and/or sampling were not possible without dismantling the motor and destroying the capacitor. Further, corrective action was not required because the small capacitor does meet the criteria of having a PCB concentration of 50 or parts per million (ppm) or more than three pounds of PCB fluid. Since sampling of the small capacitors was not conducted, please explain how the DON determined that they do not have a PCB concentration of 50 ppm or more.	The FOSL makes no determinations regarding the PCB concentrations of the small capacitors. The response to DTSC March 2002 comment #35 was revised to remove this determination. The PCB concentration of small capacitors is not relevant to this FOSL. 40 CFR 761.20 considers intact non-leaking PCB capacitors as "totally enclosed" containers. Further, per 40 CFR 761.20(c)(1), PCBs at concentrations of 50 ppm or greater, may be distributed (i.e., transferred) in a "totally enclosed manner". If the transferee plans to dispose equipment containing more than 3 pounds of PCB fluids, they should be processed as regulated items.
10.	Table 4 - Areas of Concern Page 34 of 53, Row 1: DTSC specific comment 48 requested clarification between AMS-02B listed in the table and AMS-02 referenced in the concurrence letter included in Attachment 2. In response, the DON stated that AMS-02 is comprised of AMS-02A and AMS-02B. Please include this information in the table. Page 50 of 53, Row 2: DTSC specific comment 50 requested clarification between MMS-02 (A,B,C) listed in the table and MMS-2 referenced in the concurrence letter included in Attachment 2. In response, the DON stated that MMS-02 is comprised of MMS-02 A, B, C, D, E and F, which were incorporated into the boundaries of IRP-7. Please include this information in the table.	The referenced information is included in Table 4. The referenced information is included in Table 4.
11.	Table 6, Monitoring Wells and Surface Water Gauging Locations Please include a note that explains that monitoring frequency may change based on evaluation of groundwater monitoring results.	The referenced note is included in Table 6.
12.	Attachment 2 - No Further Action Regulatory Concurrence Letters DTSC specific comment 47 requested inclusion of the entire Declaration that specifies the sites included in the Final ROD for OU-2, No Action Sites and Areas of Concern. In response the DON included handwritten notes to indicate the included sites on the signature page of the ROD. DTSC reiterates that Attachment 2 should include the entire Declaration for the OU-2 ROD.	The Declaration for the OU-2 ROD is included in Attachment 2.

03 April 2002 Comments to Draft FOSL from: Ms. Triss M. Chesney, Acting Unit Chief, DTSC

	GENERAL COMMENTS	RESPONSES
1.	Include a summary table of "Environmental Factors Considered With the Carve-Out Areas" similar to Table 8 included in Finding of Suitability to Lease for Southern Parcels Carve-Out Areas 1, 2, 3, and 4, Marine Corps Air Station, Tustin, California (FOSL 2), dated February 2002.	Table 8 - Environmental Factors Considered was included in the Draft FOSL for CO Areas 5, 6, 7, 8, 9, 10, and 11. No revisions were made to the FOSL per this comment.
2.	During the preparation of the Finding of Suitability to Transfer for Southern Parcels 4-8, 10-12, 14 and 42 and Parcels 25, 26, 30-33, 37, and Portions of 40 and 41, Marine Corps Air Station, Tustin, California (FOST 2), dated September 2001, the Feasibility Study (FS) for Operable Unit (OU)-1B was not finalized. OU-1B includes Installation Restoration Program (IRP) Site 3 (IRP-3) and IRP-12. Subsequently, the OU-1B FS was finalized and includes estimates for the institutional controls boundaries for both sites. For IRP-3, a portion of the southern end of the institutional control area was included in FOST 2.	
	The CO area (CO-6) in FOSL 3 for IRP-3 needs to be consistent with the institutional control area specified in the OU-1B FS.	The FOSL figures were revised to show the most recent groundwater plume estimate (BNI 2002b, Fall 2001 Quarterly Groundwater Monitoring Data Summary). CO-6 represents the most conservative (i.e., worst case scenario) institutional control buffer zone. CO-6 will encompass the institutional control buffer zone to be included in the OU-1B ROD (currently being prepared).
	Additionally, that portion of the institutional control area for IRP-3 that was included in FOST 2 should be removed from the associated transfer document (i.e. deed).	The portion of the institutional control area for IRP-3 that was included in FOST2 will be included in FOSL 3, and therefore does not need to be removed from the transfer document.

	SPECIFIC COMMENTS	RESPONSES
3.	Section 4.6 - Lead-Based Paint Various buildings and structures were constructed before 1978 and lead-based paint (LBP) may be present on the exterior painted surfaces and may be present in the surrounding environment. However, this section only references the Department of Navy (DON) policy on LBP that applies to residential structures/dwellings. As a result, it appears that the DON does not intend to evaluate or abate LBP or lead in soil associated with non-residential buildings/structures. DTSC considers the presence of exterior LBP that has been released to the soil to pose a potential release to the environment pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986. DON is required to evaluate and address all releases of CERCLA hazardous substances at its facilities, and, where property has been transferred under CERCLA 120(h)(3), the covenant that it will perform any remedial action found to be necessary after the date of transfer. In addition, the ADoD [Department of Defense] Policy on Responsibility for Additional Environmental Cleanup after Transfer of Real Property@ (DoD Come-Back Policy) asserts that DoD will typically utilize the Local Redevelopment Authority=s reuse plan as the basis for the land use assumptions that DoD will consider during a remedy selection process. Based upon the date of construction of these buildings/structures, a potential release to the environment of lead associated with exterior LBP exists. As a result, the DON should conduct soil sampling to determine whether soils surrounding the buildings/structures contain lead from LBP at levels which may pose a threat to human health or the environment. DTSC understands that the DON looks to Title X, the Residential Lead-Based Paint Hazard Reduction Act and the joint DoD/United States Environmental Protection Agency (EPA) interim final ALead-Based Paint Guidelines for Disposal of Department of Defense Residential Real Property - A Field Guide,@ dated December 1999, to address the hazards posted by LBP. DTSC, however, has not adopted the joint DoD/EPA guidelines an its criteria for evaluating LBP hazards. DTSC maintains that lead from LBP is a CERCLA release. Therefore, without site-specific data, DTSC is unable to determine whether all remedial acitons necessary to protect public health have been take with respect to potential releases of lead from LBP. In addition, DTSC cannot concur categorically that DON has not future CERCLA liability to evaluate or remediate LBP releases into the soil should such contamination be found. Although, the FOSL states that buildings/structures constructed prior to 1978 will be restricted from residential use and child occupancy, the FOSL does not mention if LBP surveys have been conducted in any of the buildings/structures. Without LBP surveys and results of soil sampling, DTSC does not have sufficient information to agree that the buildings/structures constructed before 1978 or the surrounding environment can be leased in a manner that is protective of human health and the environment.	DON recognizes that U.S. EPA and DTSC consider the presence of exterior LBP that has been released to the soil to pose a potential CERCLA release to the environment. However, the U.S. EPA and DoD previously "agreed to disagree" on the question of natural weathering being a release of a CERCLA hazardous substance during negotiations for the joint U.S. EPA/DoD Field Guide. DoD deliberately avoided expressly endorsing or agreeing with the U.S. EPA's position in the Field Guide. The Field Guide also states that, "although EPA concluded that the release of lead to soil from lead-based paint from structures falls within the CERCLA definition of a hazardous substances release, EPA and DoD agree that for the majority of situations involving target housing (and child-occupied facilities), Title X is sufficiently protective to address hazards posed by lead-based paint. The CERCLA liability to evaluate and abate any LBP release/hazards does not apply to DON since DON does not consider the release of LBP by weathering a CERCLA release. The CERCLA warranty for LBP cleanup costs after transfer is not applicable based in the DON's position for releases of LBP through weathering. Any evaluation and abatement of soil-lead hazards at MCAS Tustin for nonresidential buildings and structures will be the responsibility of the future transferee unless DoD policy or generally applicable standards for nonresidential buildings/structures are promulgated after transfer.

	SPECIFIC COMMENTS	RESPONSES
4.	Section 4.8 - Polychlorinated Biphenyls (PCBs), Notifications Page 25, Second Paragraph, Last Sentence: Delete the words "more than" before "50" and add the words "or more" after "50." Page 26, Second Full Paragraph, Second Sentence: Please verify the citation from the Code of Federal Regulations. This citation should be 40 Code of Federal Regulations part 761.3. As a result, the concentration should read "less than 50" not "500". Then, in the last sentence, delete "between 50 and 500" and replace with, "equal to or greater than 50 and less than 500". Page 26, Third Full Paragraph, First Sentence: Please revise to state, "All transformers containing PCBs at concentrations of 50 parts per million (ppm) or more. . . ."	The referenced sentence was revised to incorporate this comment. The citation and referenced sentence were revised to incorporate this comment. The referenced sentence was revised to incorporate this comment. The referenced sentence was revised to incorporate this comment.
5.	Section 4.8 - Polychlorinated Biphenyls, Restrictions Restrictions are only included for a transformer at Building 41 that contains approximately 311 ppm PCBs. There appear to be several other transformers which would be considered hazardous waste. Please address the transformers associated with buildings that are designated as "to be demolished" or "to be determined" which would be considered hazardous waste and should be disposed of as such.	There are no transformers present that contain PCBs equal to or greater than 50 ppm. All other transformers contain PCB at less than 50 ppm and are therefore classified as non-PCB transformers. Therefore, additional action concerning these transformers is not required before lease or transfer. No revisions were made to the FOSL per this comment.

27 March 2002 Comments to Draft FOSL from: Ms. Triss M. Chesney, Acting Unit Chief, DTSC

	GENERAL COMMENTS	RESPONSES
1.	Please provide a table listing each parcel included in this FOSL, the ultimate parcel use and the allowable uses during the lease with consideration of the restrictions contained in the FOSL. It should be clear that due to the restrictions contained in the FOSL, the leased use may not be consistent with the ultimate parcel use. The ultimate parcel use should be consistent with the final MCAS Tustin Specific Plan/Reuse Plan Errata (Reuse Plan) (City of Tustin, September, 1998). Further detail about the specific types of development included in the ultimate parcel use designation should be provided.	Table 1 indicates the ultimate parcel use (consistent with the Reuse Plan) for each parcel with buildings/structures. The following note was added to Table 1 to indicate the ultimate parcel use for parcels without buildings/structures: "• No buildings/structures are located within CO area boundaries of Parcel 28 (Residential) or Parcel 41 (Educational/Recreational and Circulation Facilities)." An additional table providing the "allowable uses during the lease" is not provided in this FOSL, but Table 9 provides a listing of the restrictions as applicable to each CO area, each Parcel, and each building. See response to General Comment #11.
2.	The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Section 120(h)(3)(A)(i) requires notification of hazardous substances stored for one year or more known to have been released or disposed. The notification shall include the type and quantity of such hazardous substances and notice of the time at which storage, release or disposal took place. CERCLA 120(h)(3)(A)(i) applies when the United States enters into any contract for the sale or other transfer of real property. DTSC maintains that leases are considered "other transfer of real property." As such, these requirements apply to leases. Additionally, the *DOD [Department of Defense] Policy on the Environmental Review Process to Reach a Finding of Suitability to Lease (FOSL)* (DOD FOSL Policy), dated May 18, 1996 requires hazardous substance notification. Section III.C. of the policy states, "hazardous substances or petroleum products, and the time at which storage for more than one year or more, release, treatment or disposal took place." Please include notification of hazardous substances and petroleum products as described in CERCLA 120(h)(3)(A)(i) and the DOD FOSL Policy.	Attachment 5 - Hazardous Substances and Petroleum Products Notification Tables is provided in the FOSL.
3.	The Draft Radiological Survey Plan (Roy F. Weston, Inc., January 2001) includes three buildings and one adjacent outdoor site (Buildings 29, 190 and 556, including the adjacent drum storage area). Building 29 (Air Ship Hangar #2) is included in Parcel 16 and is in this FOSL. DTSC recommends restricting access and occupancy of Building 29 that potentially has radiological contamination. As a result, the radiological survey should be discussed in Section 3.0 - Environmental Condition of Property and Section 4.0 - Notifications and Restrictions. Also, the appropriate tables should be updated and the Draft Radiological Survey Plan should be included in Attachment 1 - References.	The FOSL was revised to include Notifications and Restrictions for Radiological Materials. Section 4.4 for radiological materials (similar to FOSL 2) describes radiological materials potentially used or stored within the CO area property, specifically Building 29. The Final Radiological Survey Plan (April 2001) is listed as a reference in Attachment 1.

	GENERAL COMMENTS	RESPONSES
4.	The FOSL states that there are 29 underground storage tanks (USTs) and 4 above ground storage tanks (ASTs) designated as Environmental Condition of Property (ECP) Area Type 2 which received concurrence for no further action (NFA) from the Regional Water Quality Control Board (RWQCB), located on Parcels 1, 2, 16, 18, 22 and 24. Because the RWQCB uses standards other than those based on human-health risk assessments to make NFA determinations for UST/AST sites, Section 3.2 should be supplemented with a discussion on past response actions and cleanup standards used for each of the USTs/ASTs.	The RWQCB does not require risk-based standards for UST and AST site closures. All site investigations and remedial actions have been completed for the sites that the RWQCB has concurred with the recommendations for closure per the California Code of Regulations. Therefore, no additional discussion is necessary. The Navy understands this is an "Unresolved Comment" and it will be attached to this FOSL per the BRIM guidelines. No revisions to the FOSL were made per this comment.
5.	The Final Basewide Environmental Baseline Survey (EBS) (Bechtel National, Inc., March 2001) provides a discussion on ordnance. It mentions that a pistol/rifle range and three skeet ranges were formerly located on the MCAS Tustin property. However, the EBS does not specify on which parcels these ranges were located. Please verify if any of these former ranges are located on any of the parcels included in this FOSL.	Section 4.3 Unexploded Ordnance was added to the FOSL as follows: "Notifications CO-5 includes portions of a former skeet range in Parcel 24 and CO-10 includes portions of the safety arc for a former pistol/rifle range in Parcels 28, 40, and 41. Based on the historical uses of the ranges, potential ordnance or explosive hazards were limited to small caliber debris. In 1979 the pistol/rifle range was deactivated and disposed of by demolition. The area was cleared and grubbed during base housing construction in 1979 and 1982; approximately 2-3 feet of native topsoil was removed and replaced with clean fill material. The former pistol/rifle range was investigated as part of IRP-2 and the RI recommended NFA for the site. All environmental investigations conducted at MCAS Tustin have suggested that ordnance and/or explosive hazards do not remain on the property (BNI 2001a). Restrictions There are no restrictions due to unexploded ordnance."
6.	Please verify that the parcels to be transferred and associated CO areas are consistent in both FOST 3 and this FOSL. The number, designation and boundaries of each CO area should be consistent in each document.	The CO areas of the draft final FOST 3 are consistent with draft final FOSL 3. No revisions to the FOSL were made per this comment.
7.	In Tables 1 through 6, if a building/structure, area of contamination (AOC), UST/AST, etc. are located on more than one parcel, this information should be included in the FOSL. This information is pertinent to the lessee. Please make the necessary modifications.	Tables 1, 2, 3, 4, and 5 were revised to indicate if a building/structure, AOC site, or UST/AST site is located on more than one parcel.
8.	On Figures 2 through 10, please change "Valinca Ave." to "Valencia Ave." and "Von Karmen Ave." to "Von Karman Ave." Add the designation for Parcel 10. Additionally, there appear to be several buildings/structures located on the CO areas that are not labeled or discussed in the FOSL. Please ensure that all buildings/structures located in the CO areas are clearly marked and discussed in the FOSL. It would be helpful if the buildings/structures were shown in a different color than the remaining background items.	The FOSL figures were revised to incorporate this comment. The FOSL figures were revised to incorporate this comment. All buildings/structures located on the CO areas are identified on the figures and tables. No revisions to the FOSL were made per this comment. Figures 8, 9, and 10 (detailed/blow-up maps) show the buildings and structures in black, while the remaining background items are shown in gray.

	GENERAL COMMENTS	RESPONSES
9.	In Parcel 1, there is at least one building (Building 134) and possibly more (see Figure 3), that show the CO boundary crossing through the building(s). It appears that part of the building(s) will be transferred and the remaining part will be leased. Please explain how restrictions associated with the CO areas be applied in these cases.	The CO area lines have not been surveyed and therefore, are only approximated for the FOSL figures. Buildings that lie within the CO areas or lie partially within the CO areas will be included in the FOSL. Building 134 is included as part of CO-5.
10.	There are numerous acronyms used throughout the document that have not been included in the Acronyms and Abbreviations list on Pages v and vi. Please be sure to include all acronyms used throughout the document in the list.	All acronyms in the FOSL text are included in the acronym/abbreviation list, or on the Table or Figure in which they appear.
11.	The ultimate parcel use designation should be consistent with the Reuse Plan, EBS and the most recent Base Realignment and Closure (BRAC) Business Plan.	The FOSL was revised to include the following as fourth paragraph of Section 1.0: "Ultimate parcel uses in the CO areas are designated as one of four categories: Educational/Recreational, Commercial/Business, Residential, or Circulation Facilities. These categories incorporate the more specific parcel uses as designated in the proposed reuse plan for Tustin."

	SPECIFIC COMMENTS	RESPONSES
1.	Page vi, Acronyms/Abbreviations: Please change "preliminary environmental assessment" to preliminary endangerment assessment."	The FOSL was revised to incorporate this comment.
2.	Section 1.0 – Purpose, Page 1, Paragraph 2: The first sentence states, "The areas addressed in the FOSL are proposed for a lease . . . ." According to FOST 3, this FOSL is associated with a lease in furtherance of conveyance (LIFOC). Please ensure that FOST 3 and this FOSL are consistent with respect to reference to a lease or LIFOC.	The referenced text was revised as follows, which is consistent with the FOST 3: "The areas addressed in this FOSL and proposed for a Lease in Furtherance of Conveyance (LIFOC) at MCAS Tustin include..."
3.	Section 2.0 – Property Description, Page 3, Last Paragraph: The first sentence states, "Parcels shown in Figure 2 are consistent with the City of Tustin's Reuse Plan." However, Section 1.0 of FOST 3 states, "Parcel designations herein match those presented in the EBS Report and are consistent with those presented in the final MCAS Tustin Specific Plan/Reuse Plan Errata (Reuse Plan), except for Parcels 16 and 40 that have been slightly modified (City of Tustin 1998)." Please provide a description of the modifications made to Parcels 16 and 40 and revise the parcel designation information to be consistent in FOST 3 and this FOSL.	Parcel designations are consistent between the FOST 3 and FOSL 3 documents. The following text was added to the referenced section of the FOSL: "Parcel designations shown in Figure 2 are consistent with those presented in the EBS Report and the final MCAS Tustin Specific Plan/Reuse Plan Errata (Reuse Plan), except for Parcels 16, 27, and 40 that have been slightly modified (City of Tustin 1998)." Parcels 13 and 15, and portions of Parcels 27 and 40 (from the EBS and the Reuse Plan) were redesignated as Parcel 16. No revisions to the FOSL were made per this comment.
4.	Section 2.0 – Property Description, Page 4, Last Paragraph: The second sentence states, "No residential housing currently exists within the CO areas." However, Table 1 indicates that Bachelor Enlisted Quarters (Buildings 86 and 539) are located on Parcel 1 within CO-5. Please revise this statement accordingly.	The referenced sentence was removed from the FOSL.

	SPECIFIC COMMENTS	RESPONSES
5.	Section 3.1 - Area Types, Pages 6 and 7: All of the Installation Restoration Program (IRP) sites within the CO areas should be described even if no further action is required. The descriptions of the operable units should indicate the current status in the CERCLA response process (e.g. Feasibility Study, Proposed Plan, Record of Decision, etc.) and the designated ECP Area Type.	The referenced section was revised to include the following in paragraph 4: "The CO areas contain seven active IRP sites (IRP-1, IRP-3, IRP-5 [including IRP-5N and IRP-5S(a)], IRP-11, IRP-12, IRP-13 [including IRP-13S and IRP-13W], and IRP-16) and two IRP sites that have received regulatory concurrence for no further action (NFA) (IRP-9 [including IRP-9A and IRP-9B] and IRP-13E). The IRP sites are being addressed in different Operable Units (OUs) that have been designated for further evaluation and/or remediation. All IRP sites are shown on Figure 6." The following revisions were made to the appropriate bullets in the OU discussion: OU-1A: "OU-1A includes one area type 6 IRP site (IRP-13S) and two area type 6 AOCs (MWA-18 and ST-72B)." "A time-critical removal action is currently underway, and a Feasibility Study (FS) is currently being prepared for OU-1A." OU-1B: "OU-1B includes two area type 6 IRP sites (IRP-3 and IRP-12) and two area type 6 AOCs (TOW-X3 and TOW-X4)." "The FS was completed in January 2002 and a Proposed Plan is being prepared for OU-1B." OU-2: "OU-2 includes three area type 4 IRP sites, (IRP-2, IRP-9 [including IRP-9A and IRP-9B], and IRP-13E). IRP-2 and portions of IRP-9B are included in FOST 3. IRP-9A, IRP-13E, and portions of IRP-9B are included in the CO areas. Final closure for these three IRP sites was received with the signing of the OU-2 NFA ROD/Remedial Action Plan in September 2000 (Attachment 2)." OU-3: "OU-3 includes one area type 5 IRP (IRP-1), formerly consisting of unlined shallow landfill trenches and pits constructed to burn flammable liquids for firefighter training exercises." "A ROD was issued in December 2001 and an Operations and Maintenance Plan is currently being prepared." OU-4: "OU-4 includes four area type 6 IRP sites, (IRP-5 [including IRP-5N, IRP-5S(a),and IRP-5S(b)], IRP-6, IRP-8, and IRP-11), two area type 5 IRP sites, (IRP-13W, and IRP-16), and thirteen area types 4-6 AOCs (DSD-1, DSS-1, DSS-2, MAE-4, MDA-02, MMS-4, MMS-5, ST-14 (A-C), ST-15, ST-16A, ST-16B, ST-67, and TOW-X7). IRP-5S(b), IRP-6, and IRP-8 are included in a previous FOSL and the remaining IRP sites and AOCs are included in the CO areas." "A focused FS report for OU-4 is currently being prepared."
6.	Section 3.1 - Area Types, Page 7, First Bulleted Item: For consistency, the description for OU-4 should list all of the IRP sites and AOCs associated with the operable unit. Then an explanation that IRP-6 and IRP-8 were included in FOSL 2 and the remaining IRP sites and AOCs are included in this FOSL 3.	See response to specific comment #5, OU-2 and OU-4 bullets.

	SPECIFIC COMMENTS	RESPONSES
7.	Section 3.2 - Environmental Concerns Within CO Areas: For each IRP site, AOC, UST or AST, the summary should include information regarding determinations made for all media (soil, groundwater, air, etc.) so that it is clear which media require further action.	The summary information provided in the OU bulleted discussion (Section 3.1), includes information regarding which media require further action. This OU discussion also associates each active IRP site and AOC with its respective OU. The discussions in the text are intended to be relatively brief; further specific information on each AOC and UST/AST and their contaminated media can be found in Tables 4 and 5. No revisions to the FOSL were made per this comment.
8.	Section 3.2.1 - CO-5, Page 8: Include an explanation for the development of the boundary for CO-5 and provide justification that the buffer zones are adequate.	When establishing the CO areas, dividing parcels or buildings/structures was avoided when possible. The most recent documents and sampling data were used in addition to a 150-foot buffer zone to protect human and environmental health. The mingled plume institutional control buffer zone is consistent with the FOST 3 and the draft final OU-4 FS. No revisions to the FOSL were made per this comment.
9.	Section 3.2.1.1 - IRP Sites in CO-5, Page 9, IRP-13W: In this section, Bechtel National, Inc. (BNI) 1997 is identified as a reference. This refers to the Draft Final Remedial Investigation Report for Operable Units 1 and 2. Please verify that this reference is correct.	The referenced sentence was revised as follows: "The risk posed by chemicals in the soil was estimated to be above the generally allowable risk range. Approximately 3,700 tons of soil were removed in November 1997 (BNI 2001a)."
10.	Section 3.2.1.3 - UST Sites in CO-5, Page 11, UST Site 222, First Paragraph: In the first sentence, "methyl tertiary butyl ether (MTBE)" should be used for the first occurrence of the acronym. In the second sentence, "Petroleum Corrective Action Program (PCAP)" should be used for the first occurrence of the acronym.	The first occurrence of acronym MTBE occurs in Section 3.1, first bullet and is referenced accordingly. No revisions to the FOSL were made per this comment. The first occurrence of acronym PCAP occurs on Section 3.0, fifth bullet and is referenced accordingly. The referenced bullet was revised to use the acronym.
11.	Section 3.2.2.1 - IRP Sites in CO-6, Page 12, Second Paragraph: The last sentence states, "The FS [Feasibility Study] for OU-1B will include an evaluation of seven alternatives for the remediation of TCE [trichloroethylene] in groundwater beneath IRP-3." It is suggested that this information be updated to reflect that the Final Feasibility Study has been issued and regulatory concurrence has been received, as applicable.	The referenced sentence was revised and is as follows: "The FS for OU-1B was finalized in January 2002 and includes an evaluation of nine alternatives for the remediation of TCE in groundwater beneath IRP-3. The Proposed Plan is currently being prepared."
12.	Section 3.2.2 - CO-6, Page 12: Include an explanation for the development of the boundary for CO-6 and provide justification that the buffer zones are adequate.	CO-6 was established to incorporate the 150-foot institutional control buffer zone in the OU-1B FS. Dividing any buildings/structures was avoided. No revisions to the FOSL were made per this comment.
13.	Section 3.2.3 - CO-7, Page 13: Include an explanation for the development of the boundary for CO-7 and provide justification that the buffer zones are adequate.	CO-7 is limited to soil contamination and no groundwater contamination. The only buffer zone used is the study site area in the OU-4 FS. No revisions to the FOSL were made per this comment.

	SPECIFIC COMMENTS	RESPONSES
14.	Section 3.2.4 - CO-8, Page 14: Include an explanation for the development of the boundary for CO-8 and provide justification that the buffer zone is adequate.	Only Mooring Pad 4 was unlined with potentially contaminated soil, Mooring Pad 5 was lined and was used for a laydown area for clean soil, however no studies have been conducted. No revisions to the FOSL were made per this comment.
15.	Section 3.2.5 - CO-9, Page 14: Include an explanation for the development of the boundary for CO-9 and provide justification that the buffer zone is adequate.	See response to Specific Comment #13. A 150-foot buffer zone was not needed for any possible migration of groundwater plumes. No revisions to the FOSL were made per this comment.
16.	Section 3.2.6 - CO-10, Page 14: Include an explanation for the development of the boundary for CO-10 and provide justification that the buffer zone is adequate.	CO-10 encompasses the site boundary stated in the OU-3 ROD, which ensures protection of human health and the environment. The entire channel (Parcel 41) was included in the CO to avoid splitting a parcel since the containment wall is shown to end at the Peters Canyon Channel bottom in the OU-3 ROD. The landfill gas monitoring probes (Parcel 28) are also included in the CO area. No revisions to the FOSL were made per this comment.
17.	Section 3.2.6.1 - IRP Sites in CO-10, Page 15, Second Paragraph: The last sentence states, "An Operations and Maintenance Plan is currently being prepared to support implementation of the final remedy." Please include reference to the Land Use Control and Implementation Certification Plan.	The referenced sentence was revised and is as follows: "An Operations and Maintenance Plan and a Land Use Control and Implementation Certification Plan are currently being prepared to support implementation of the final remedy."
18.	Section 3.2.7 - CO-11, Page 15: Include an explanation for the development of the boundary for CO-11and provide justification that the buffer zones are adequate.	CO-11 encompasses the areas to excavated and cleaned. No revisions to the FOSL were made per this comment.
19.	Section 4.1 - Hazardous Substances, Page 17, Notifications: Notification of all of the IRP Sites within the CO areas should be included even if no further action is required.	The referenced section was revised to include the following sentence: "IRP-9A, IRP-9B, and IRP-13E (OU-2) have received NFA concurrence."
20.	Section 4.1 - Hazardous Substances, Page 17, Restrictions: CO-10 includes IRP-1 (OU-3) for which a remedy has been documented in the *Final Record of Decision/Remedial Action Plan, Operable Unit-3, Moffett Trenches and Crash Crew Burn Pits Site, Marine Corps Air Station, Tustin, California* (ROD) (Bechtel National, Inc., December 2001). The restrictions for CO-10 must be consistent with the land use restrictions documented in Section 7.2.5.3 in the ROD. Also, include this document in the Attachment 1 - References.	As noted in the text, IRP-1 is listed in the notifications, and the restriction is applicable to all CO areas (i.e. includes CO-10). Restrictions for CO-10 in this FOSL are consistent, and in some cases more stringent, with the OU-3 ROD (e.g. institutional controls preventing subsurface excavation, digging, drilling, etc. and access to monitoring wells). No revisions to the FOSL were made per this comment. The OU-3 ROD is listed as a reference in Attachment 1 of the FOSL.
21.	Section 4.1 - Hazardous Substances, Page 17, Restrictions, First Bulleted Item: Please change "Government" to "DON [Department of Navy] and BCT [BRAC Cleanup Team]." Also, add the text, "within the entire CO area" after "disturbance of the surface."	The referenced restriction was revised to incorporate these comments.

	SPECIFIC COMMENTS	RESPONSES
22.	Section 4.2 – Areas of Concern and Areas Under Evaluation, Page 18, Restrictions, First Bulleted Item: Please change "Government" to "DON and BCT." Also, add the text, "within the entire CO area" after "disturbance of the surface." Then delete the text, "within the AOC areas and areas under evaluation that have not received regulatory concurrence for NFA."	The referenced restriction was revised to incorporate these comments.
23.	Section 4.3 – Storage Tanks (USTs/ASTs), Page 18, Notifications: The FOSL states that "Seventy-four USTs and eight ASTs were formerly located within the CO areas." However, in Section 3.1 on Page 7, it states, "Seventy-five USTs and ten ASTs were formerly located within the CO areas." Please verify the discrepancy and revise accordingly. Please include the following statements, "USTs and ASTs have been removed from Parcels 1, 2, 16, 18, 20, 22, 24 and 40. These USTs and ASTs were removed according to standards promulgated by the RWQCB, Santa Ana Region. The RWQCB uses water protection standards as its guidelines in order to protect the quality of surface and subsurface waters. These standards do not include a risk-based approach to cleanup and therefore, on a case by case basis, may not be as protective of human health and the environment as a risk-based approach to cleanup. As a result of the standards utilized in the cleanup at these UST/AST sites, hazardous substances contained in petroleum products may remain at the sites at levels that are not protective of human health."	The referenced sentence was revised as follows: "Summary information for the 83 UST/AST sites that are located within CO areas 5, 6, and 11 is presented in Table 5. The UST/AST site locations are shown on Figure 5. Seventy-three USTs and ten ASTs were formerly present within the CO areas." The RWQCB does not require risk-based standards for UST and AST site closures. All site investigations and remedial actions have been completed for the sites that the RWQCB has concurred with the recommendations for closure per the California Code of Regulations. Therefore, no additional discussion is necessary. The Navy understands this is an "Unresolved Comment" and it will be attached to this FOSL per the BRIM guidelines. No revisions to the text were made per this comment.
24.	Section 4.3 – Storage Tanks (USTs/ASTs), Page 18, Restrictions, First Bulleted Item: Please change "Government" to "DON and BCT." Also, add the text, "within the entire CO area" after "disturbance of the surface." Then delete the text, "within the UST/AST areas that have not received regulatory concurrence for NFA."	The referenced restriction was revised to incorporate these comments.
25.	Section 4.4 – Pesticides, Notifications, Page 20, Second and Third Full Paragraphs: These paragraphs reference a pesticide study conducted in 1996. According to the text, it was determined that residual levels of pesticides in soil at Parcels 17 and 27 do not constitute a threat to human health or the environment. Additionally, a screening risk assessment for metals and pesticides indicated no significant risk to human health or the environment. Please reference all of the parcels included in the 1996 study, then summarize the information applicable to the specific parcels included in the FOSL. Additionally, please provide a copy of the regulatory agency letters that provide concurrence with the conclusions presented in the study.	Section 4.6 was revised to clarify which parcels were included in each study. Parcels 38 and 39 were studied in the 1992 PEA. The FOSL includes the following text: "In 1991 and 1992, a preliminary endangerment assessment (PEA) was conducted for Parcel 24 (PEA Parcel A), Parcels 38 and 39 (PEA Parcel C), and Parcel 33 (PEA Parcel D). Further investigation in 1996 supported the PEA findings. Soil samples were collected from the southwest corner (Parcel 6) and the northeast quadrant (Parcels 17, 25, 26, 27, 28, 29, 30, 31, 32, and 40) of MCAS Tustin to evaluate whether residual pesticides and metals were present in soil as a result of past agricultural activities at MCAS Tustin (BNI 1996b)." "DTSC provided NFA concurrence on the findings in the PEA for the areas containing Parcels 24, 33, 38, and 39. DTSC's 26 May 1992 NFA concurrence letter for Parcel A and 27 May 1992 NFA concurrence letters for Parcels C and D are provided in Attachment 2." "The 1996 Pesticides Investigation Report was reviewed by the BCT whose comments were incorporated (see 15 July 1996 letter in Attachment 2)."

	SPECIFIC COMMENTS	RESPONSES
26.	Section 4.5 – Asbestos-Containing Material, (d) Structures with No ACM Surveys Conducted, Page 23: The same restrictions for (c) Buildings With No Asbestos-Containing Material (ACM) Surveys Conducted should be applied to the following structures since they are enclosed structures that may be accessed or occupied: S 10G (Agricultural Well Pump House), S 11 (Sewage Pumping Station), S 163 (Public Toilet at Football Field), S 203 (Sewage Pump Station – Hangar 28), S 204 (Sewage Pump Station – Hangar 29), S 541 (Pump Station #1) and S 542 (Pump Station #2). Additionally, these revisions should be reflected in Table 9.	The FOSL (text and tables) was revised to re-designate 10G and 163 as Buildings instead of structures. The appropriate revisions were made to these buildings' restrictions per this re-designation. Structures 11, 203, 204, 541, and 542 are non-enclosed structures that cannot be accessed or occupied by humans.
27.	Section 4.6 – Indoor Air Quality, Insert Dated March 14, 2002, Notifications: For clarity, remove "Beneath" from each of the bulleted items. Additionally, remove CO-11 from the bulleted list since it is already included in the last sentence that lists the CO areas without buildings.	The referenced section was revised to incorporate this comment.
28.	Section 4.6 – Indoor Air Quality, Insert Dated March 14, 2002, Notifications, Last Sentence: Although CO-10 does not include any buildings, there are two enclosed structures, S 541 (Pump Station #1) and S 542 (Pump Station #2), that may be accessed or occupied. As a result, Table 9 should be revised to provide notification for indoor air quality for CO-10. Additionally, these structures should be evaluated for indoor air quality or restricted. If restrictions apply, then Table 9 should be revised accordingly.	Structures 541 and 542 are non-enclosed structures (pump stations). These structures cannot be accessed or occupied by humans; therefore, indoor air quality notifications and restrictions are not applicable. No revisions were made to the FOSL per this comment.
29.	Section 4.6 – Indoor Air Quality, Insert Dated March 14, 2002, Restrictions, First Paragraph: Please provide a copy of the regulatory agency concurrence letters for the Final FS for OU-1B that is used to justify that there are no restrictions as a result of indoor air quality needed for buildings overlying IRP-3 (CO-6) and IRP-12 (portions of CO-5).	Investigation reports (including Feasibility Studies) are not required to have regulatory concurrence, they are used as supporting information for future decision documents, therefore, no NFA concurrence letter for the OU-1B FS exists.
30.	Section 4.6 – Indoor Air Quality, Restrictions, Insert Dated March 14, 2002, Second Bulleted Item : The last sentence states, "Removal of this use restriction based on an indoor air quality survey will be subject to DON and the BCT." To be consistent with the previous FOSL 2 and allow additional flexibility in removing the restriction, the sentence should be revised to state, "Removal of this use restriction will be determined by the review and approval of DON and the BCT of an indoor air report submitted by the lessee, or upon DON and BCT concurrence that restrictions for indoor air quality are no longer necessary."	The text was revised to incorporate this comment.
31.	Section 4.6 – Indoor Air Quality, Restrictions, Insert Dated March 14, 2002, Last Paragraph: The restrictions should also be applicable to the following buildings/structures that can be accessed or occupied in CO-5 that are associated with volatile organic compound (VOC) contamination where indoor air quality has not been evaluated: S 11 (Sewage Pumping Station), S 12 (Electrical Substation), B 28 (Air Ship Hangar #1), B 71G (General Navy Warehouse/Maintenance Hangar 01 Space), B 71I (Warehouse), and S 203 (Sewage Pump Station – Hangar 28). Additionally, these revisions should be reflected in Table 9.	Structures 11 and 203 are not subject to indoor air quality restrictions because they are not enclosed and cannot be accessed or occupied by humans. Upon re-evaluation, Building 28 was found to be subject to indoor air quality restrictions. The FOSL (text and tables) was revised to incorporate this. Buildings 71G and 71I are not subject to indoor air quality restrictions because they are not situated above or within 100 feet of an area with VOC soil or groundwater contamination.

	SPECIFIC COMMENTS	RESPONSES
32.	Section 4.7 – Lead-Based Paint, Page 24: For buildings/structures constructed prior to 1978, include information regarding the presence of painted surfaces. For those buildings/structures with painted surfaces, include information regarding the surrounding environment (e.g. if the building/structure is surrounded by asphalt, concrete, grass, exposed soil, etc.).	This information has not been required or provided for previous MCAS Tustin FOSLs, nor for any FOSLs from other bases. This FOSL will remain consistent with previous FOSLs. No revisions to the FOSL were made per this comment.
33.	Section 4.7 – Lead-Based Paint, Restrictions, Page 24: According to this section, all buildings/structures within the CO areas constructed prior to 1978 shall not be used for residential use or child-occupied facilities. Please clarify that in some cases, these restrictions are not compatible with the ultimate parcel use.	The purpose of the FOSL is to impose restrictions to dictate what activities may not be conducted in the CO area, parcel, or building/structure regardless of the intended use. No revisions to the FOSL were made per this comment.
34.	Section 4.7 – Lead-Based Paint, Page 24, Restrictions, (a) Buildings/Structures Built Prior to 1978, (i) Proposed for Reuse: The restrictions for buildings/structures proposed for reuse should be consistent with the following two restrictions specified for those proposed for demolition or to be determined. "Buildings or structures in this category are restricted from residential use and children will not occupy these buildings/structures." "Buildings/structures may be used for residential use or child-occupied facilities only after the lessee conducts the necessary LBP [lead-based paint] surveys and abatement in accordance with all local, state, and federal requirements. Residential or child-occupied use of these buildings/structures will be subject to approval of DON and BCT."	The referenced section was revised to include the following restriction only: "Buildings/structures may be used for residential use or child-occupied facilities only after the lessee conducts the necessary LBP surveys and abatement in accordance with all local, state, and federal requirements. Residential or child-occupied use of these buildings/structures will be subject to approval of DON and the BCT."
35.	Section 4.8 – Polychlorinated Biphenyls, Notifications, Page 25, Second Paragraph: An inventory of polychlorinated biphenyl (PCB) items and equipment was conducted in 1992, before base closure in 1999. Five small capacitors that possibly contain PCB insulation fluid or solid insulation were identified. Corrective action was not conducted for the capacitors because observation and/or sampling was not possible without dismantling the motor and destroying the capacitor. Please clarify why corrective action was not conducted after closure in 1999.	Corrective action was not conducted because observation and/or sampling were not possible without dismantling the motor and destroying the capacitor. No revisions to the FOSL were made per this comment.
36.	Section 4.8 - Polychlorinated Biphenyls, Notifications, Page 26, Third Full Paragraph: Include an explanation for a transformer at Building 41 that has concentrations of PCBs exceeding 50 parts per million that has not been replaced.	The referenced transformer in Building 41 with a PCB concentration of 311 ppm was replaced in November 1997 per the EBS (BNI 2001a, page 5-43 and Table 5-11). The FOSL (text and tables) was revised to reflect this information.

	SPECIFIC COMMENTS	RESPONSES
37.	Section 4.10 - Groundwater Use/Subsurface Excavation, Page 27, Restrictions, Second Bulleted Item: Since building demolition may include removal of foundations (including, but not limited to, stem-wall foundations, isolated footings, and slabs on grade) that may result in contact with or subsurface excavation of contaminated soil, this activity must also be restricted where soil contamination is or may be present.	The referenced restriction was revised to include restrictions for subsurface excavation resulting from demolition activities. Demolition specifications for all buildings/structures will require approval from DON and the BCT. The referenced restriction is as follows: "Until remedial activities are completed and regulatory concurrence for no further action is achieved, the lessee may not conduct any construction activity that involves excavation of soil without prior approval from DON and the BCT. The lessee must demonstrate to DON and the BCT that these activities will not interfere with or adversely affect DON response action(s) for the IRP sites, AOCs and/or UST/AST sites and that human health and the environment will be adequately protected. No subsurface activities will be conducted until prior written approval is obtained from DON and the BCT."
38.	Table 1 - Buildings and Structures: The ultimate parcel use for Parcels 24 and 34 is designated as Residential. Please clarify if the Reuse Plan will allow for schools or day care facilities on these parcels	The Reuse Plan does not provide more detail regarding "residential use". The Reuse Plan designates Parcels 24 and 34 as residential and not for child care or educational uses.
39.	Table 1 - Buildings and Structures: The ultimate parcel use for Parcels 1, 2, 18, 19, 20, 22, and 40 is designated as Institutional/Recreational. However, the Reuse Plan designates Parcels 1 and 2 as a Learning Village, Parcel 18 as an Urban Regional Park, Parcel 22 as a Community Park, and Parcel 40 as Circulation Facilities. Please clarify these differences and discuss if the Reuse Plan will allow for schools or day care facilities on these parcels.	The FOSL was revised to designate the referenced parcels as Educational/Recreational (see General Comment #11).
40.	Table 1 - Buildings and Structures: The ultimate parcel use for Parcel 16 is designated as Commercial/Business. However, the Reuse Plan designates Parcel 16 as Community Core. Please clarify these differences and discuss if the Reuse Plan will allow for schools or day care facilities on this parcel.	"Community Core" is the geographical center of the commercial/business areas. The Reuse Plan designates Parcel 16 as commercial/business use and not for child care or educational uses.
41	Table 1 - Buildings and Structures: Parcel 40 is designated as Institutional/Recreational when associated with CO-5 and Circulation Facilities when associated with CO-10. Please clarify and revise as necessary.	The referenced table was revised to designate Parcel 40 as Circulation Facilities in all CO areas.
42.	Table 1 - Buildings and Structures, Page 2 of 6, CO-5, Parcel 16: S 608 (Transmitter) is associated with Parcel 16; however, on Figures 3 and 5, S 608 is located on Parcel 17. Please clarify and revise as necessary. Also, any revisions should be reflected in Table 9.	The FOSL was revised to indicate that S 608 is located on Parcel 17.
43.	Table 1 - Buildings and Structures, Page 6 of 6, CO-6, Parcel 16: The prior use of S 3000T is described as "FREST." Please provide clarification for this term. Additionally, if this is an enclosed structure that can be accessed or occupied, verify if restrictions for asbestos apply.	FREST is a training facility and stands for Fleet Replacement Enlisted Skills Training. 3000T was re-designated as a building and appropriate revisions to all restrictions were made to reflect this designation.
44.	Table 4 - Areas of Concern: The status summary for activities to be completed is identified as "To be considered." Since this terminology is unclear, it is suggested that the status be described as "in progress" or "to be completed."	Table 4 was revised to incorporate this comment; text was changed to "in progress".

	SPECIFIC COMMENTS	RESPONSES
45.	Table 9 - Notifications and Restrictions Summary : Please provide an explanation for superscripts 2, 3, and 4 that are included in the table.	Table 9 was revised to incorporate this comment.
46.	Table 9 - Notifications and Restrictions Summary, Page 1 of 4, Notifications Common to Entire Carve Out Areas: Since Section 4.6 states that VOCs have been identified beneath CO-11, even though no buildings are present, notification for Indoor Air Quality in Section 4.6 should be included for CO-11.	No revisions to the FOSL were made per this comment. Per Specific Comment #27, the notification for CO-11 was deleted.
47.	Attachment 2 - No Further Action Regulatory Concurrence Letters: Please include copies of the following in Attachment 2: Complete Declaration that specifies the sites associated with the OU from the Final ROD for OU-2, No Action Sites and Areas of Concern that was signed on September 28, 2000).	The following note was added to the referenced NFA letter to incorporate this comment: "Applies to IRP-2, IRP-9A, IRP-9B, IRP-13E, and AOCs AD-04, AS-6, AS-08, AST-02, AST-04, MDA-04, MDA-07, MMS-01, MWA-3."
48.	Table 4 - Areas of Concern, Page 34 of 53, Row 1: For AMS-02B, the NFA concurrence letter in Attachment 2, dated April 22, 1996, refers to AMS-02. Please clarify the discrepancy.	AMS-02 is comprised of AMS-02A and AMS-02B.
49.	Table 4 - Areas of Concern, Page 50 of 53, Row 1: For MFL-1A, the NFA concurrence letter in Attachment 2, dated December 21, 1999, refers to MFL-1. Please clarify the discrepancy.	MFL-1 is comprised of MFL-1A.
50.	Table 4 - Areas of Concern, Page 50 of 53, Row 2: For MMS-02 (A,B,C), the NFA concurrence letter in Attachment 2, dated September 16, 1996, refers to MMS-02. Please clarify the discrepancy.	MMS-02 is comprised of MMS-02A, B, C, D, E, and F which were incorporated in the boundaries of IRP-7.
51.	Table 4 - Areas of Concern, Page 50 of 53, Row 3: For ST-68A,B, the NFA concurrence letter in Attachment 2, dated September 16, 1996, refers to MMS-02. Please clarify the discrepancy. Page 50,Table 4, column 3, row 3 - 68, 68A. Please clarify the discrepancy.	The referenced NFA letter refers to ST-68 and ST-68A. In 1996, ST-68 was comprised of what is now referred to as ST-68A, B, and C and ST-68A was comprised of what is now called ST-68D, E, and F. The concurrence letter is for the original nomenclature. This explanation was added to the description of ST-68A, B in Table 4.
52.	Table 4 - Areas of Concern, Page 50 of 53, Row 1: CO-8, Parcel 27, Mooring Pads 4 and 5 should be moved so that it is located with the other CO-8 AOCs	Mooring Pads 4 and 5 are not an AOC. They could potentially become an AOC, but not until an evaluation is conducted. No revisions to the FOSL were made per this comment.

	SPECIFIC COMMENTS	RESPONSES
53.	Table 5 - Former UST/AST Site Within Carve-Out Areas, Page 2 of 14, Row 3: CO-5, Parcel 1, UST 300 is identified as Area Type 4 for areas where release, disposal and/or migration of hazardous substances has occurred, and all remedial actions necessary to protect human health and the environment have been taken. However, UST 300 is described as a fuel oil UST that received approval for NFA from the RWQCB. Please clarify the discrepancy. Additionally, include the signature page of the RWQCB NFA approval letter, dated September 18, 1998, in Attachment 2 - No Further Action Regulatory Concurrence Letters.	Since UST 300 has "received approval for NFA from the RWQCB", it is classified as area type 4, "all remedial actions necessary to protect human health and the environment have been taken." The RWQCB does not require risk-based standards for UST and AST site closures. All site investigations and remedial actions have been completed for the sites that the RWQCB has concurred with the recommendations for closure per the California Code of Regulations. Therefore, no additional discussion is necessary. The Navy understands this is an "Unresolved Comment" and it will be attached to this FOSL per the BRIM guidelines. The FOSL was revised to incorporate this comment.
54.	Table 5 - Former UST/AST Site Within Carve-Out Areas, Page 2 of 14, Row 6: For CO-5, Parcel 2, UST 185, include the signature page of the RWQCB NFA approval letter, dated April 2, 1999, in Attachment 2 - No Further Action Regulatory Concurrence Letters.	The FOSL was revised to incorporate this comment.
55.	Table 5 - Former UST/AST Site Within Carve-Out Areas, Page 10 of 14, Row 6: For CO-5, Parcel 24, UST 47, include the signature page of the RWQCB NFA approval letter, dated June 17, 1998, in Attachment 2 - No Further Action Regulatory Concurrence Letters.	The FOSL was revised to incorporate this comment.
56.	Table 5 - Former UST/AST Site Within Carve-Out Areas, Page 11 of 14, Row 6: CO-5, Parcel 40, UST 16 is identified as Area Type 4 areas where release, disposal and/or migration of hazardous substances has occurred, and all remedial actions necessary to protect human health and the environment have been taken. However, the status notes that there is ongoing investigation for UST 16. Please clarify the discrepancy.	The referenced table was revised to reflect an area type 5 designation for UST 16.
57.	Table 5 - Former UST/AST Site Within Carve-Out Areas, Page 13 of 14, Row 3: For CO-5, Parcel 40, AST 27, include the first page of the RWQCB NFA approval letter, dated May 15, 2000, in Attachment 2 - No Further Action Regulatory Concurrence Letters.	The FOSL was revised to incorporate this comment.
58.	Table 5 - Former UST/AST Site Within Carve-Out Areas, Page 14 of 14, Row 3: For CO-6, Parcel 16, AST 186 (SAT-8), include the first page of the RWQCB NFA approval letter, dated May 15, 2000, in Attachment 2 - No Further Action Regulatory Concurrence Letters.	The FOSL was revised to incorporate this comment.
59.	Table 6 - Monitoring Wells and Surface Water Gauging Locations: The monitoring frequency schedules indicated in the table are not consistent with the *Final 2000 Annual Groundwater Monitoring Report* (Bechtel Nation, Inc., December 2001). Please revise the monitoring frequency accordingly and revise the reference from the Draft to the Final version of the report in Attachment 2 - References.	The FOSL was revised and is consistent with the Fall 2001 Quarterly Groundwater Monitoring Data Summary (BNI 2002b) and ROD/RAP for OU-3 (BNI 2001b).

	SPECIFIC COMMENTS	RESPONSES
60.	Table 9 – Notifications and Restrictions Summary: Revise the column heading, "Groundwater Use/Subsurface *Extraction*" to "Groundwater Use/Subsurface *Excavation*."	Table 9 was revised to incorporate this comment.
61.	Table 9 – Notifications and Restrictions Summary, Page 1 of 4, Notifications Common to Entire Carve Out Areas: There are no buildings associated with CO-7, CO-9 and CO-11; however notifications for radon are specified. Please modify accordingly.	Table 9 was revised to incorporate this comment.
62.	Table 9 – Notifications and Restrictions Summary, Page 1 of 4, Notifications Common to Entire Parcels: Please explain why only specific parcels are listed, rather than all of the parcels associated with this FOSL.	These rows identify restrictions that are common to entire parcels, but not necessarily to entire CO areas, and are also not dependent on specific buildings, i.e. pesticides restrictions for Parcels 17, 24, and 27 and prime farmland restrictions for Parcels 16, 17, 24, and 27.
63.	Table 9 – Notifications and Restrictions Summary, Page 1 of 4, Restrictions for Specific Buildings, Asbestos: Asbestos restrictions were identified for a total of 150 buildings/structures in Table 9; however, in Section 4.5, a total of 152 buildings/structures were identified in the text. Please clarify this discrepancy.	There are 150 buildings/structures in the CO areas. Section 4.5 was revised to incorporate this comment.
64.	Figure 2 – Carve-Out Areas: Show the CO Areas associated with FOST 2.	Figure 2 was revised to incorporate this comment.
65.	Figure 3 – Buildings and Structures Within Carve-Out Areas: On Figures 3 and 10, S 6877 and S 6878 are shown to be in both Parcels 34 and 41. Then, in Table 1 on Page 6 of 6, S 6877 and S 6878 are associated with Parcel 34 and in Table 9 on Page 4 of 4 the structures are associated with Parcel 40. Please verify the Parcel associated with S 6877 and S 6878 and revise the figures and tables to be consistent.	The FOSL was revised to remove Structures 6877 and 6878. These structures are included in the accompanying FOST.
66.	Figure 5 – Former UST/AST Sites Within Carve Out Areas: AST 194-A and AST 194-B are sites where further action is in progress. However, these sites are not included in a CO Area. Please verify if these sites are associated with CO-11 and verify the location of the sites and CO-11, the revise accordingly.	As described in the text, CO-11 encompasses the area affected by AST-194A and AST-194B. Figure 5 is accurate, it was not revised per this comment.
67.	Figure 6 – IRP Sites Within Carve-Out Areas: All of the IRP Sites within the CO areas should be shown even if no further action is required.	IRP Sites 2, 9A, 9B, and 13E were added to Figure 6.
68.	Figures 8 through 10 – Detailed Maps of CO Areas: The detail maps should consolidate the information from Figures 3 through 7 for each CO area. All of IRP sites, AOCs, USTs/ASTs, monitoring wells, surface water gauging locations and landfill gas monitoring probes within the CO areas should be shown.	The purpose of the detailed maps is to more clearly show the building/structure footprints. By including all other information, including IRP sites, AOCs, USTs/ASTs, monitoring wells, surface water gauging locations, and landfill gas monitoring probes, the building/structure footprints would not be shown clearly, thereby avoiding the purpose of the figures. No revisions to the FOSL were made per this comment.

	SPECIFIC COMMENTS	RESPONSES
69.	Attachment 1 – References: Please modify the Reference list to address the following comments: "Bechtel National, Inc. 2001c. Draft Final Feasibility Study Report Operable Unit 1B . . . " should be revised to reference the Final Feasibility Study Report issued in January 2002. Add the reference for "BNI 1996a" that is cited in Section 3.2.6.1 – IRP Sites in CO-10, Page 15, first paragraph. Add the reference for "BNI 1997b" that is cited in Section 4.4 – Pesticides, Page 19, last paragraph. Add the reference for "BNI 1996b" that is cited in Section 4.4 – Pesticides, Page 20, first and second full paragraphs. Add the reference for "DON 1989" that is cited in Section 4.8 – Polychlorinated Biphenyls, Page 26, first partial paragraph.	The reference was revised per this comment. Section 3.2.6.1 was revised to reference BNI 2001a. Section 4.4 was revised to reference BNI 1997. Attachment 1 was revised to include BNI 1996b. DON 1989 is included in Attachment 1. No revisions were made to the FOSL per this comment.
70.	Attachment 3 – Model Lease Provisions: Please include the following restrictions in the model lease provisions: For buildings/structures containing FAD ACM or buildings/structures with no ACM surveys conducted or with ACM surveys conducted more than 3 years ago: Buildings may be occupied only after the lessee conducts necessary surveys and abatement according to all local, state, and federal requirements. Occupancy of these buildings will be subject to the prior approval of DON and the BCT. For buildings/structures with potential indoor air quality issues: Access or occupancy shall be prohibited with the exception of short-term tours and emergency maintenance conducted with prior DON notification and approval. Removal of this restriction based on an indoor air quality survey will be subject to prior approval of DON and the BCT. For buildings/structures built prior to 1978: Buildings/structures with potential LBP are restricted from residential use and children (under the age of seven years) will not occupy these buildings/structures. Residential or child-occupied used of these building/structures will be subject to approval of DON and BCT.	The stated clauses are from the "model lease provisions". The FOSL does not provide specific lease language. Lease language will be negotiated with the lessee at a later date.
71.	Attachment 3 – Model Lease Provisions: In Paragraph 13.11, revise "Government" to "DON and BCT." In Paragraph 13.17, revise "as housing for children under the age of seven" to "for residential use or child-occupied (under the age of seven years) facilities. Residential or child-occupied use will be subject to prior approval of DON and BCT."	The referenced sentence was revised per this comment. The referenced paragraph was deleted from the attachment.

02 April 2002 Comments to Draft FOSL from: Ms. Melinda Bowman, County of Orange

	COMMENTS	RESPONSES
1.	Excavations - The Draft FOSL includes numerous restrictions on excavations without written approval of the Government and Base Cleanup Team (i.e. 4.1-Hazardous Substances, 4.2-Areas of Concern and Areas Under Evaluation, 4.3-Storage Tanks, and 4.10-Groundwater Use/Subsurface Excavation). Clarification is needed on whether new construction of the various County facilities on Parcels 2 (Law Enforcement Training Center), 18 (Regional Park and Animal Care Center) and 20 (Tustin Family Campus - children's emergency shelter) will be prohibited or delayed by the restrictions. Further, are these restrictions applicable toward typical property preparation activities (e.g., pouring sidewalks, landscaping, etc.) for the projects that involve remodeling/reusing existing buildings (Parcel 18 - Buildings 28, 161, 173, 253, 20B, 90, 533, 523, and 226)?	The referenced restrictions were revised to require "prior approval" from DON and the BCT instead of "prior written approval" from DON and the BCT. DON and BCT approval must be received before any construction or property preparation activities. Restrictions applicable to projects that involve remodeling/reusing existing buildings will be negotiated in the lease.
2.	Asbestos - The Draft FOSL includes asbestos restrictions (4.5 Asbestos-Containing Material) on the occupancy of several key buildings planned for reuse (Parcel 18 - Buildings 28, 161, 173, 253, 533, 523, and 226). The requirements that would be imposed on the lessee (County) involve further survey work, as well as the cost of abatement and/or management of the asbestos. The prior FOSL, dated September 2000 to support the Large Parcel Lease with the City of Tustin, included the following lease provision (13.12.2) which required the Government to abate damaged or deteriorated asbestos containing material (ACM): "Government intends to conduct a limited asbestos revalidation survey to verify the current condition and accessibility of previously identified friable ACM in these buildings. Government, at its discretion, may choose the most economical means of abating any damaged or deteriorated ACM, which may include removal, repair or containment (encapsulation) or making that part of the premises inaccessible, or a combination of the foregoing (abatement). If so abated, the Government may then provide the Lessee access to buildings(s) via a lease restriction release form..." Under the current Draft FOSL, the burden for surveys and abatement is now on the lessee. The County is very concerned about the potential cost implications of this new restriction, particularly as it applies to Building 28, where friable, accessible, and damaged (FAD) asbestos is known to exist.	This FOSL updates and supercedes the interim FOSL for Parcels 1, 2, 18, 19, 20, 21, and 22 dated September 2000. The referenced restrictions were revised and are as follows: "Buildings may be occupied only after necessary surveys and abatement are conducted according to all local, state, and federal requirements." The following is a summary of DOD policy on ACM. The complete policy is in Attachment 6 of the FOSL. • Property is conveyed, leased, or otherwise disposed of "as is" unless a threat to human health. • All available information regarding ACM to be provided to transferee. • ACM to be remedied only if it poses a threat to human health (using friable, accessible and damaged (FQAD) criteria). • No remediation needed if building is to be demolished. The proposed reuse for Building 28 is "TBD"; as such, an asbestos abatement for this building is not a priority within the MCAS Tustin environmental program. Therefore, if the lessee wants to use this building on an interim basis, the lessee is responsible for surveys and/or abatement or the building will remain restricted.

	COMMENTS	RESPONSES
3.	Underground Storage Tank 1 (UST 1) - The County is concerned about the contamination levels resulting from the Department of Navy's previous activities at UST 1 located on Parcel 20. The FOSL should include confirmation of the Navy's obligation to clean up any outstanding soil and groundwater contamination to acceptable levels to support the County's stated and approved use of Parcel 20 (Tustin Family Campus - children's emergency shelter). In addition, the FOSL should note that if any further cleanup is needed to support the Tustin Family Campus, it would be completed at no additional expense or delay to the County's project.	The FOSL states that DON is currently conducting further investigation of groundwater at the UST-1 site.

29 March 2002 Comments to Draft FOSL from: Mr. Mike Hansen, County of Orange

1.	Parcel 18 – proposed site for Animal Care Services Facility The following is a list of our concerns regarding notice requirements and restrictions that the County will be required to comply with prior to construction. Furthermore, it is our understanding that DON is not relieved of responsibility for existing conditions found during construction. IRP-13S • Time-critical removal action was initiated in late 2001 to extract and treat contaminated groundwater. • There are no monitoring wells in ACS site. • There are no underground storage tank (UST) sites in ACS site. • Restrictions – Lessee shall not conduct or permit its sub-lessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without prior approval of Government. Pesticides – none. Asbestos-Containing Material • 178, 179 – No asbestos • 207, 260, 577, 578 – Asbestos survey over 3 years old, re-inspection needed.	DON assumption: The Animal Care Services (ACS) facility is located on Parcel 18, below the IRP-13S plume and includes only Buildings 178, 179, 207, 260, 577, and 578 (Building 206 was demolished). Based on this assumption, the following response applies. IRP-13S • Time-critical removal action was initiated in late 2001 to extract and treat contaminated groundwater. • Monitoring wells IS72MW13S and IS72MW13D are located approximately 300 feet east of the ACS facility (these wells are included in the revised Table 6 and Figure 7) and monitoring wells A000SB44S and A00SB45D are located approximately 450 feet south of the ACS facility. • UST-226, UST-161, and UST-32 (all NFA) are approximately 300 feet east of the ACS facility. UST-203A and B (NFA) are approximately 100 feet south of the ACS facility. The edge of the UST-222 MTBE plume is approximately 200 feet northwest of the ACS facility. • Various NFA AOC sites are located in and around the ACS facility. MMS-7 is located approximately 500 feet east of the ACS facility, and MMS-5 and ST-67 are located approximately 600 feet southeast of the ACS facility. • Restrictions due to hazardous substances/petroleum products, AOCs, and USTs/ASTs – Lessee shall not conduct or permit its sub-lessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without prior approval of Government. No restrictions due to pesticides are applicable for the ACS facility. Asbestos-Containing Material • 178, 179, 207 – ACM detected in previous surveys. Survey over 3 years old, re-inspection and possible abatement needed. • 260, 577, 578 – no asbestos survey ever conducted, inspections and possible abatement needed.

1. (cont.)	Asbestos-Containing Material (continued):
	• Restrictions:
	  • Occupancy prohibited except for short duration tours and emergency maintenance.
	  • Occupancy only after lessee conducts asbestos surveys and abatement.
	  • Lessee responsible for ACM removal during demolition.
	
	Lead-Based Paint
	• 178, 179, 207 - Constructed prior to 1978.
	• Restrictions:
	  • Restricted from residential use.
	  • Lessee responsible for demolition per applicable laws.
	  • Lessee responsible for ground clean up after demolition.
	260, 577, 578 - Constructed after 1978.
	
	Polychlorinated Biphenyls (PCBs)
	• Fluorescent light ballasts before 1979 may be disposed in landfill.
	• Restrictions - None.
	
	Radon - Not applicable in ACS site.
	
	Indoor Air Quality
	• 178, 207, 577 - Potential from groundwater volatilization.
	• Restrictions:
	  • Access prohibited except for short duration tours and emergency maintenance.
	  • Lessee may remove restriction after air monitoring per applicable laws.
	
	Lease
	• 13.10 Lessee shall have Government approved plan for responding to hazardous waste, fuel or other chemical spills prior to commencement of operations.
	• 13.12.2 Lessee responsible for monitoring condition of asbestos and accomplishing repairs or abatement.
	• Does this mean County will be responsible from the start of the lease until buildings are demolished?
		• Restrictions due to ACM:
		  • Access or occupancy prohibited except for short duration tours and emergency maintenance conducted with prior DON notification and approval.
		  • Occupancy only necessary asbestos surveys and abatement are conducted and approval of DON and BCT is received.
		  • Lessee responsible for ACM removal and/or management during demolition in accordance with applicable laws.
		Lessee responsible for management of ACM if any is detected in Buildings 178 and 179.
		
		Lead-Based Paint
		• 178, 179, 207 - Constructed prior to 1978.
		• Restrictions due to LBP:
		  • Restricted from residential use and children will not occupy these buildings.
		  • Lessee responsible for demolition per applicable laws.
		  • Lessee responsible for conducting post-demolition sampling and abatement of soil-lead hazards prior to occupancy of any newly constructed buildings.
		260, 577, 578 - Constructed after 1978.
		
		Polychlorinated Biphenyls (PCBs)
		• Fluorescent light ballasts before 1979 containing less than 3 pounds of PCB fluid may be disposed in landfill. Large quantities should be disposed as regulated PCB equipment.
		• Restrictions due to PCBs- None.
		
		No restrictions due to radon are applicable for the ACS facility.
		
		Indoor Air Quality
		• 178, 207, 260, 577 - Potential effects from VOC volatilization (restrictions apply).
		• Restrictions due to indoor air quality:
		  • Access or occupancy prohibited except for short duration tours and emergency maintenance conducted with prior DON notification and approval.
		  • Lessee may conduct air monitoring with the buildings, per applicable laws, to determine the suitability of use. Removal of this restriction based on air monitoring results will be subject to DON and the BCT.
		
		Lease
		The stated clauses are from the "model lease provisions". The FOSL does not provide specific lease language.

15 April 2002 Comments to Draft Final FOSL from: Mr. Dana Ogden, City of Tustin

	COMMENTS	RESPONSES
1.	The document should include a copy of the Navy's formal response to all comments on the Draft FOST, including the City of Tustin's comments dated April 8, 2002. Please provide the City of Tustin an opportunity to review and respond to the Navy's responses to these comments prior to final approval of the above referenced report.	The final FOSL includes formal response to all comments (including the City of Tustin's 08 April 2002 comments) in Attachment 7.
2.	Figure 2 - It is noted, "all [Carve-Out Area] locations are approximate." For clarification, Carve-Out #5 does not include the portion of Parcel 1 that has been approved for transfer to the Rancho Santiago Community College District (see attached). Please correct.	All areas that are being transferred are clean and suitable for transfer, as addressed in the FOST. Any area that requires further investigation and/or cleanup is addressed in the FOSL.
3.	The document should proved for the removal of lease/use restrictions as each Carve-Out site is remediated and released by the Navy/BCT.	Section 4.0 includes the following sentence: "If a building, structure, or a portion of a CO area is released from a restriction, a Lease Restriction Revision Form (Attachment 4) will be required to allow access to and/or transfer of the area under the lease." No revisions were made to the FOSL per this comment.
4.	See City of Tustin 08 April 2002 Comment #4.	See response to City of Tustin 08 April 2002 Comment #4.

	COMMENTS	RESPONSES
5.	Page 20 and 21, Section 4.4 (Pesticides) - The section indicates that "the screening risk assessment results for metals and pesticides indicated no significant risk to human health or the environment" for Parcels 17 and 27. The approved Reuse Plan for MCAS Tustin indicates that Parcel 17 will be used as a high school by the Tustin Unified School District. The Department of Toxic Substances Control should ensure that the Navy's screening risk assessment conclusions and the proposed LIFOC support the community's intended use of the property. Also, the Reuse Plan also indicates that most of the base's existing buildings will be demolished in support of economic redevelopment. The document should clearly state that these demolition activities have been anticipated in the risk analysis and that future removal of buildings within the carve-out areas will not constitute a release of any known pesticide or metal contaminant. In addition a reference is made to May 1992 No Further Action (NFA) letter from the DTSC for Parcel 24 (assumed to be a PEA prepared for the Marine Corps for a military housing project proposed prior to the announcement of closure of MCAS Tustin). In reviewing this correspondence (Attachment 2 of the document), it is noted that the DTSC is providing a NFA concurrence for Parcel D with no reference to Parcel 24. Please confirm that DTSC's concurrence letter is applicable to the subject Parcel 24. Also please explain how pesticide concentrations at Parcels 16, 17, 24, and 27 are comparable with "those reported in soil collected from Parcels 38 and 39". Parcels 38 and 39 are essentially non-military sites that have no recent history of farming activities (in fact, the sites were only acquired by the Marine Corps immediately prior to the announcement for base closure), compared to the subject parcels that were continuously farmed into mid-2000. DTSC should provide a current concurrence letter that pesticides are not a concern for the reuse of the subject sites.	The City's comment is acknowledged, Parcels 17 and 27 do not have significant risk to human health or the environment based on the screening risk assessment results for metals and pesticides. In addition, Section 4.17, School Site Considerations was added to the FOSL for Parcels 1, 2, 17, 19, and 20 (proposed for educational use). Lessee's demolition and construction activities shall not be construed or interpreted as contributing to a "release or threat of release" under any environmental law or regulation. This issue will be addressed further in the LIFOC. The referenced section was revised to include the following sentences: "In 1991 and 1992, a preliminary endangerment assessment (PEA) was conducted for Parcel 24 (PEA Parcel A), Parcels 38 and 39 (PEA Parcel C), and Parcel 33 (PEA Parcel D). DTSC provided NFA concurrence on the findings in the PEA for the areas containing Parcels 24, 33, 38, and 39. DTSC's 26 May 1992 NFA concurrence letter for Parcel A and 27 May 1992 NFA concurrence letters for Parcels C and D are provided in Attachment 2." Based on soil sample results, Parcels 38 and 39 represented the worst-case scenario for all parcels sampled during the PEA. The PEA risk assessment indicated that no significant threat to human health or the environment would result from exposure to all the PEA parcels, including 38 and 39 (the worst-case). Soil sample results from the 1996 investigation were also compared to Parcels 38 and 39 and were still below or within their range; therefore, 38 and 39 still constitute the "worst-case" scenario. DTSC has provided concurrence letters to all parcels in the PEA, and has commented on the 1996 investigation - as discussed in the text and shown in Attachment 2.

	COMMENTS	RESPONSES
6.	Page 22, Section 4.7 (Asbestos-Containing Material) - The Navy has mistakenly assumed that non-residential buildings identified in the approved Reuse Plan as "To Be Determined (TBD)" are not planned for reuse. This conclusion has precluded Navy completion of required ACM surveys for such buildings at the sole benefit of the Navy and detriment of the community. Friable asbestos constitutes a release of a hazardous substance. As such, it is the obligation of the Navy to provide the CERCLA warranty that all actions necessary to protect human health and the environment have been taken and that the property is suitable for reuse (including TBD buildings) for the purposes identified in the approved Reuse Plan for MCAS Tustin. If these TBD buildings have not been tested and the City does not plan to demolish them, how can it be determined that the property has met the standard for transfer? DTSC should also concur with the Navy 's stated position on this issue.	For buildings/structures with a TBD disposition, the lessee assumes responsibility for the management of ACM, including the surveys, removal and/or management of ACM prior to or during demolition, in accordance with all applicable local, state, and federal laws, AND if the lessee chooses to occupy the buildings on an interim basis, the lessee assumes responsibility for the management of ACM in accordance with applicable laws prior to occupancy or renovation.
7.	See City of Tustin 08 April 2002 Comment #6.	See response to City of Tustin 08 April 2002 Comment #6.
8.	Attachment 2 - The copy of the June 17, 1998 correspondence for the Regional Water Quality Control Board concerning "Site 47" appears to pertain to MCAS Tustin. However, attached to the letter is a "Case Closure Summary" that twice references the location of the site as being "MCAS El Toro". Please review this matter to ensure that this correspondence is related to MCAS Tustin or remove the letter from the final FOSL 3.	The referenced correspondence was verified and does pertain to MCAS Tustin. The Case Closure Summary erroneously refers to MCAS El Toro. This is noted on the referenced correspondence in Attachment 2.
9.	See City of Tustin 08 April 2002 Comment #9.	See response to City of Tustin 08 April 2002 Comment #9.

08 April 2002 Comments to Draft FOSL from: Mr. Dana Ogden, City of Tustin

	COMMENTS	RESPONSES
1.	Figures 8, 9, and 10 are missing and should be provided prior to adopting the final document.	Figures 8, 9, 10, and Section 4.6 – Indoor Air Quality were provided in the form of replacement pages on 20 March 2002. The cover letter to the original submittal (15 March 2002) indicated that these items were forthcoming.
2.	Figure 2 – It is noted that "all [Carve-Out Area] locations are approximate." For clarification, Carve-Out #5 does not include the portion of Parcel 40 located immediately adjacent to Red Hill Avenue at Parcel 20.	All figures were revised to incorporate this comment.
3.	Some of the "buildings or structures" identified on this Figure are actually sports fields and not a building or structure.	For the purposes of this FOSL, sports fields (including baseball fields, basketball courts, etc.) are considered "structures".
4.	Page 17, Section 4.1 (Hazardous Substances) – the section stated, "the lessee shall not conduct or permit its sub-lessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of Government." The City of Tustin requests that the section be revised to better define the types of activities that would not require prior DON approval. For example, would prior written DON approval be required to perform an emergency repair, a potentially dangerous break to an existing gas line? Also, the document should provide for the removal of the restriction as each Carve-Out site is remediated by the Navy.	The referenced sentence was revised and is as follow: "The lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface within the entire CO area without the prior approval of DON and the BCT." Prior DON and BCT approval will be required for any subsurface excavation, digging, drilling or other disturbance of the surface. Section 4.0 includes the following sentence: "If a building, structure, or a portion of a CO area is released from a restriction, a Lease Restriction Revision Form (Attachment 4) will be required to allow access to and/or transfer of the area under the lease." No revisions to the FOSL were made per this comment.
5.	Page 20 and 21, Section 4.4 (Pesticides) – The section indicates that "the screening risk assessment results for metals and pesticides indicated no significant risk to human health or the environment" for Parcels 17 and 27. The approved Reuse Plan for MCAS Tustin indicates that Parcel 17 will be used as a high school by the Tustin Unified School District. The Department of Toxic Substances Control should ensure that the Navy's screening risk assessment conclusions and the proposed LIFOC support the community's intended use of the property. Also, the Reuse Plan also indicates that most of the base's existing buildings will be demolished in support of economic redevelopment. The document should clearly state that these demolition activities have been anticipated in the risk analysis and that future removal of buildings within the carve-out areas will not constitute a release of any known pesticide or metal contaminant.	The City's comment is acknowledged, Parcels 17 and 27 do not have significant risk to human health or the environment based on the screening risk assessment results for metals and pesticides. In addition, Section 4.17, School Site Considerations was added to the FOSL for Parcels 1, 2, 17, 19, and 20 (proposed for educational use). Lessee's demolition and construction activities shall not be construed or interpreted as contributing to a "release or threat of release" under any environmental law or regulation. This issue will be addressed further in the LIFOC.

	COMMENTS	RESPONSES
6.	Page 23, Section 4.6 (Indoor Air Quality) - The section's restriction on access or occupancy to 53 structures is onerous and raises serious questions about the beneficial use that the City will obtain from the lease. The issue arises because the Navy, by its own acknowledgement, has collected no data and performed no risk evaluation for indoor air quality arising from 10 known or suspected sources of environmental concern. These include 4 IRP sites. As a result, the Navy proposes to preclude access or occupancy except for "short term tours and emergency maintenance conducted with prior DON notification and approval." It is unacceptable to state that if there is intent to use these structures, the restriction can be lifted by "... the lessee conducting air monitoring ... to determine suitability of use....". It is contrary to the Finding of Suitability to Lease process to assign this responsibility (with all costs and liabilities) to the City of Tustin. The Navy should accept responsibility for a timely remediation of this known military contaminant. In addition, the Navy should address the following issues. • For those structures that will be demolished, the Navy needs to acknowledge that the removal of the structure will not shift any liability with respect to a resulting release. • If the City does not intend to demolish a building or perform the testing, the City should not accept responsibility for the structure under the lease. The City will pick up responsibility to enforce the restriction and a failure to do so resulting in injury to a third party may generate liability for the City, which is unacceptable. • If the City performs the testing and it is defective, the City is exposed which is unacceptable. • If a future test demonstrates that the structure(s) cannot be occupied without further remedial action, who bears that cost? Again, the Navy should indicate its intent to a timely remediation of this military contaminant. Please indicate in the document the Navy's current anticipated schedule for completion of this remediation. • The current Navy approach is shifting responsibility for the determination of "suitability." DTSC should not support a determination that the structures are suitable for lease when they cannot approve unqualified use of the structure for the most basic purposes -- access and occupancy. The DoD Guidance with respect to the issuance of a FOSL (Appendix F of the BRIM) provides that the investigation to arrive at a FOSL will include "sampling, if the circumstances deem appropriate." That was not done in this case. Appendix F also provides that the determination is "... the property is suitable to lease for the intended purpose." Unless the City proposes to demolish the buildings or maintain the existing buildings with no reuse, it is difficult to understand the suitability determination.	The Navy plans to address and is addressing the "sources of environmental concern" noted by the commenter through investigations and remedy selection under CERCLA and similar laws and regulations. The restrictions that are the subject of the comments are interim measures intended to provide flexibility for future owners and occupants of the property pending the completion of investigations and the remedy selection process by the Navy. They establish a process that will allow use and occupancy of the property to proceed while also providing adequate protection of human health through appropriate controls. Compliance with approved Health and Safety plans will ensure the protection of investigators during testing. The restrictions are not intended to serve as and are not a substitute for the Navy's ongoing investigations and remedy selection process at these locations. The purpose of this FOSL is to address the suitability of property for leasing and ensure adequate protection of human health and the environment. It is not intended to address and does not address liability issues such as those raised by the commenter.

	COMMENTS	RESPONSES
6. (cont.)	• There are currently no indoor air contamination issues or restrictions pertaining to new building construction that may occur during the period the property is leased through the LIFOC. All current restrictions pertain to existing buildings only. Yet, it is not feasible that new buildings would not be affected by indoor air contamination. The existence of contaminated gas is a preexisting condition caused by the military during operation of MCAS Tustin. As such, the City assumes no liability or responsibility for the remediation of this contamination. It is assumed that new construction would be covered under provision 13.2 and would obtain any necessary permits required to construct new buildings within the FOSL area. However, specific restrictions need to be identified that would clearly address this issue prior to adoption of the FOSL. The City of Tustin will address this issue during the negotiations with the Navy on the LIFOC. Please respond to this issue and provide an opportunity for review and comment prior to final document preparation. The City's concerns regarding this matter were recently addressed during the Navy and City of Tustin's negotiations on the Memorandum of Agreement for the EDC. Please revise accordingly.	Section 4.8, Indoor Air Quality was revised to restrict existing buildings and newly constructed buildings situated above or within 100 feet of areas with VOC soil or groundwater contamination.
	• Due to the size of Building 28, it is unreasonable to assume an indoor air contamination problem at this building absent specific test results. Please provide these results or eliminate this reference/restriction.	Building 28 is situated above or within 100 feet of an area with VOC soil or groundwater contamination, therefore, it is subject to indoor air quality restrictions until an air quality survey is performed and the results indicate that the restriction may be lifted..
7.	Page 20, Section 4.5 (Asbestos-containing material) - If a lessee or sub-lessee chooses not to utilize or modify the affected building, no obligation for ACM management should be required. Please revise the section to indicate that responsibility for the management of the building's asbestos would only occur upon a lessee or sub-lessee's independent determination to modify or occupy the affected building.	If a lessee or sublessee chooses not to utilize or modify a building containing ACM, they are still obligated for ACM management. For example, if the ACM becomes FAD during the period of their lease, the lessee or sublessee is responsible for abating the FAD ACM. No revisions to the FOSL were made per this comment.
8.	Page 25, Section 4.8 (Polychlorinated Biphenyls) - The document should identify and clarify the Navy's current and ongoing responsibility for remediation of any PCB contamination proposed to be transferred through the LIFOC. The document implies that the Navy can transfer PCB contaminated equipment ("a transformer at Building 41contains approximately 311 ppm PCBs") and that future disposal of these PCBs is the responsibility of the transferee. The document provides a reference to 40 CFR 761.60(D)(ii)(4) that apparently provides that transformers with PCB concentration less than 500 ppm are classified as non-PCB transformers. DTSC should concur with the Navy's conclusion in this regard.	The referenced transformer in Building 41 with a PCB concentration of 311 ppm was replaced in November 1997 per the EBS (BNI 2001a, page 5-43 and Table 5-11). The FOSL (text and tables) was revised to reflect this information. The referenced sentence was revised as follows: "In 1996 a PCB transformer survey was conducted at MCAS Tustin (PWC 1996). Per federal regulations (40 Code of Federal Regulations 761.3), transformers with PCB concentrations less than 50 ppm are classified as non-PCB transformers."

	COMMENTS	RESPONSES
9.	Attachment 3 - the model lease provisions should be revised as follows: 13.3 - Should provide that a claim could be made if there is injury of harm arising from the negligence or misconduct of the government, its agents, contractors, etc. 13.4 - Currently allows the FFSRA to override the lease, with no possibility for an affected party to file a claim for damages. The LIFOC should provide the lessee a right to terminate the lease without penalty if the FFSRA causes a change resulting in a denial of beneficial use of the property. There should also be a provision that every reasonable effort will be made by all parties to avoid any change that would result in an incompatible circumstance. 13.6 - See issue described in point 13.3. 13.10 - The section should include a provision that the government will respond to the discovery of pre-existing chemical, nuclear, biological and explosive contamination found on site. Failure to respond promptly will allow lessee to exercise self help and obtain reimbursement from the government. This could be a reciprocal right with the government also being able to recover cleanup costs from the City for contamination that it contributed to the site. 13.12.2 - The City should not be responsible for ACM abatement arising from an emergency. 13.13 - The last sentence of the section should be amended to include the following after "Government,"... "or otherwise arising from conditions which existed prior to the inception of this lease." 13.16 - Please add the word "be" after the fragment "or cause to...".	The actual lease language will be based upon the model lease provisions.

ATTACHMENT 8
UNRESOLVED COMMENTS

Unresolved Comment
Finding of Suitability to Lease
Marine Corps Air Station Tustin, California

	California Department of Toxic Substances Control (DTSC)	United States Department of the Navy (DON)
	DTSC reiterates that the Regional Water Quality Control Board (RWQCB) does not use risk-based cleanup standards to make their "no further action" determination for cleanup at underground storage tank and aboveground storage tank (UST/AST) sites. DTSC requested a brief discussion in the FOSL to inform future lessees of the cleanup criteria used for USTs/ASTs located on CO-5, CO-6 and CO-11. These USTs/ASTs were removed according to standards promulgated by the Santa Ana RWQCB. The Santa Ana RWQCB uses water protection standards as its guidelines, in order to protect the beneficial use of surface and subsurface waters. These standards do not include a risk-based approach to cleanup and therefore, on a case-by-case basis, may not be as protective as a risk-based approach to cleanup may be. As a result of the standards utilized in the cleanup at these UST/AST sites, hazardous substances contained in petroleum products may have been left at the sites at levels that are not protective of human health..	It is true that Santa Ana RWQCB focuses on protecting groundwater rather than restricting risk assessments at UST/AST sites. However, the Navy has met the agreements and requirements on the project cleanup level of 1000 mg/kg Total Petroleum Hydrocarbons (TPH) in the soil and the requirements for site closure at the referenced UST and AST sites per the California Code of Regulations. DON has complied with all requirements set forth by the Santa Ana RWQCB, the lead agency for the Leaking Underground Fuel Tank (LUFT) Program. DTSC has not cited any further statutory regulations that require DON to employ a risk-based approach to these LUFT sites. Section 120(h) of CERCLA requires that notification of the type and quantity of hazardous substances be included in deeds of transfer. The petroleum products in referenced UST and AST sites fell within the scope of the CERCLA petroleum exclusion set forth in section 101(14) of CERCLA and are not hazardous substances. Therefore, no notification is required.

EXHIBIT E

WORK EXEMPT FROM GOVERNMENT CONSENT

(Note: This exhibit is inapplicable to Buildings 29 and 29A. All work must be in accordance with paragraph 13 of this lease, and Exhibit D, Finding of Suitability to Lease)

1. Existing roadways, sidewalks, gutters, bicycle and pedestrian crosswalks, trails and similar facilities including the creation of striped bicycle lanes or crosswalks within existing roadways.

2. Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety and City of Tustin Building Code requirements in accordance with paragraph 12 of this lease.

3. Addition of improvements to existing structures to comply with the Americans with Disabilities Act.

4. Ongoing maintenance of landscaping, native vegetation and irrigation systems to include planting and irrigation in areas previously disturbed by these activities and removal of vegetation and dead or unsalvageable trees or other vegetation.

5. In-kind replacement of building or site features.

6. Replacement or reconstruction of existing above-ground utility systems and/or facilities involving negligible or no expansion of capacity (where no utility pole installations are involved).

7. Temporary motion picture, television and theater stage sets and scenery.

8. Window awnings supported by an exterior wall when projecting no more than 54 inches.

9. Placement of seasonal or temporary structures and use items such as mobile food units, construction or temporary office trailers, and/or portable restrooms.

10. Interior building improvements and alterations such as wall and ceiling finishes, painting, repair and/or replacement of flooring, lighting, plumbing, and HVAC fixtures or systems and relocation and/or removal of non-bearing partition walls.

ESTATES ACQUIRED BY U.S.A.

ITEM	ESTATE	ACRES	GRANTOR & RECORD DOCUMENT	DATE ACQUIRED	AFFECTED BY ITEMS	REMARKS
1	FEE Orig. / Rem.	1569.88 / 1462.50	CIVIL 2398 ✓	1/19/43	(2 MONU)	
2	Land Exchange	.50	Conveyed by The Irvine Company ✓	9/23/74	(2 MONU)	
3	Permit (Irrig. Line)	N/A	Conveyed by County of Orange NF(R) 27738 ✓	9/23/77	(2 MONU)	
4	Land A Exchange B	35.81 35.19	Conveyed by The Irvine Company 88RP00108 Grant Deed ✓	1/20/81	(2 MONU)	
5	Access Road Easement 40'	.72	Conveyed by The Irvine Company Grant Deed	3/12/86		
6	Land Exchange	22.2	Conveyed by The Irvine Company 88RP00A85 ✓	8/2/88	(2 MONU)	
7	Avigation Easement		Conveyed by The Irvine Company 88RP00A84 ✓	8/2/88		
	Browning Corridor GCA Corridor Clearance Corridor	1428.02 2201.93 56.22				Corridor overlaps certain areas. Acreage affected
8						

ENCUMBRANCES & OUTGRANTS

ITEM	ESTATE	ACRES	GRANTEE & RECORD DOCUMENT	DATE GRANTED	AFFECTS ITEMS	REMARKS
1	Easement (Drainage Channel)	24.64	Granted to Orange Co. Flood Control District NOy(R)64710 ✓	6/4/63		
2	Agreement (Host Tenant)	30.10	Granted to Dept. of the Army NOy(R)61624 ✓	9/3/86		
3	Easement (6'-P.T. & T.)	0.79	Granted to Pacific Telephone & Telegraph Co. NOy(R)69293 ✓	7/8/64		
4	Easement (Road widening)	3.41	Granted to Orange Co. Flood Control District NF(R)349 ✓	3/10/67		
5	Easement (Barranca Channel)	4.99	Granted to Orange Co. Flood Control District NF(R) 9547 ✓	10/21/70		
6	Easement (Under. Conduit)	0.61	Granted to Orange Co. Flood Control District NF(R) 13063 ✓	6/16/71		
7	Easement (10'-Waterline)	2.60	Granted to Irvine Ranch Water District NF(R) 13201 ✓	8/24/71		
8	Easement (Storm Drain)	0.26	Granted to Frank Borchard Ranches 23605 NF(R) 23606 ✓	~~8/8/74~~ 7/5/75	(HAVE NB(R) 23605	
9	Easement (20'-Waterline)	0.2	Granted to Irvine Ranch Water District NF(R) 33049 ✓	9/14/77	(2 MONUMENTS)	
10	Easement (Storm Drain)	0.008	Granted to the Irvine Company 79RP00P44 ✓	5/22/79		
11	Easement (Road)	.339	Granted to the Irvine Company 88RP00A85 ✓	8/2/88		
12	Easement Par. 1 (Road) Par. 2	5.308 20.095	Granted to the Irvine Company 88RP00T43 ✓	8/5/88		

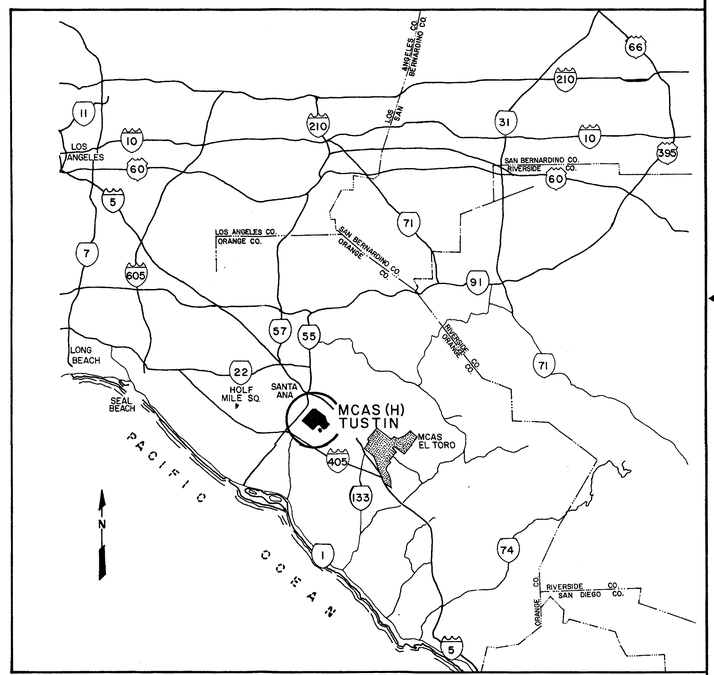
REAL ESTATE ACREAGE SUMMARY

ESTATE	ACQUISITIONS						ENCUMBRANCES AND OUTGRANTS	
	PURCHASE	CONDEMNATION	EXCHANGE	TRANSFER		TOTAL		
FEE		1462.50	93.70			1556.20	LEASES	
EASEMENT					.72	.72	EASEMENTS	63.12
LEASE								
							AGREEMENT	30.10
TOTAL		1462.50	93.70		.72	1556.92	TOTAL	93.22

NOTE: Acreage shown above does not include off-site components & avigation easements. Agricultural outlease is shown on the Agricultural Outlease Summary Map.

FEDERAL LEGISLATIVE JURISDICTION

As defined in NAVFAC Manual P-73, Chapter 26.2(D), PROPRIETORIAL JURISDICTION only.
(Annexation No. 71-B to the City of Tustin, 4/23/76).



NO.	AMD. OR COR.	DESCRIPTION OF AMENDMENT OR CORRECTION	DATE	APPROVAL

WEST DIV. DWG. No. C-102733

DEPT. OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND
WESTERN DIVISION, SAN BRUNO, CALIF.

DRAWN BY: Leslie B. Deems 7/18/89
CHECKED BY: [signature] 7/19/89
REVIEWED BY: Mike Mooney, L.S. HEAD, CADASTRAL ENGINEERING SECTION
SATISFACTORY: [signature] 7/20/89 MANAGER, REALTY SERVICES BRANCH

MARINE CORPS AIR STATION (HELICOPTER)
TUSTIN, CALIFORNIA

REAL ESTATE SUMMARY MAP

This sheet replaces Westdiv Dwg. No. C-102378

UIC- M 62535

[signature] 8/1/89
DIRECTOR REAL ESTATE DIVISION FOR COMMANDER NAVFAC DATE

SCALE As shown
SHEET 1 OF 6

NAVFAC DWG. No. 6238327

06 9000 RE 01/06

CONDITIONS OF ACQUISITION

CIVIL ACTION No. 2398-Y

DECLARATION OF TAKING FILED 1/19/1943 1569.88 ACRES

SUBJECT TO EASEMENTS REVESTED TO THE IRVINE COMPANY IN FINAL JUDGEMENT AND DECREE IN CONDEMNATION FILED 7/14/1947

[A] PERPETUAL RIGHT AND EASEMENT TO MAINTAIN, OPERATE, REPAIR AND USE AND TO TAKE WATER FROM EXISTING WATER WELL NO. 5 ALSO SIMILAR RIGHTS TO EXISTING UNDERGROUND ELECTRIC POWER CONDUCTOR. SUBJECT TO PRIOR RIGHTS OF U.S.A. TO TAKE WATER FROM SAID WELL IN THE EVENT OF ANY EMERGENCY DUE TO FIRE.

[B] PERPETUAL RIGHT AND EASEMENT TO OPERATE, MAINTAIN, REPAIR AND USE WELL NO. 10E AND OVERHEAD ELECTRIC POWER CONDUCTOR FOR THE OPERATION OF SAID WELL. INSTALL UNDERGROUND PIPELINE (WATER) TO CONNECT TO EXISTING LINE. SUBJECT TO PRIOR RIGHTS OF U.S.A. TO TAKE WATER FROM SAID WELL IN THE EVENT OF ANY EMERGENCY DUE TO FIRE.

[C] PERPETUAL EASEMENT TO OPERATE, REPAIR, MAINTAIN AND REPLACE CONCRETE PIPELINE (WATER)

[D] THE RIGHTS OF THE IRVINE COMPANY EXISTING PRIOR TO THE FILING OF THE DECLARATION OF TAKING IN THE EXISTING PIPELINE OF THE HOLLY SUGAR CORPORATION TOGETHER WITH A PERPETUAL EASEMENT FOR USE AND MAINTENANCE OF SAID PIPELINE (WATER)

[E] PERPETUAL EASEMENT TO OPERATE, REPAIR, MAINTAIN AND REPLACE 13" DIA. CONCRETE PIPELINE (WATER) AND AN EXISTING OPEN DITCH

[F] PERPETUAL EASEMENT FOR CONVEYENCE OF ELECTRIC POWER THROUGH EXISTING ELECTRIC POWER CONDUCTOR (UNDERGROUND)

[G] PERPETUAL EASEMENT FOR PUBLIC ROAD PURPOSES ONLY

~~COMO ROAD~~	~~33' ROW~~	~~1.05 ACRES~~
SAN JOAQUIN ROAD	33' ROW	0.67 ACRES
BARRANCA ROAD	30' ROW	4.53 ACRES

SUBJECT TO EASEMENT REVESTED TO FRANK P. BORCHARD AND MYRTLE BORCHARD IN STIPULATION. DATED 8/30/1945

FOR GUM TREE WINDBREAK ALONG NORTH SIDE OF HIGHWAY OVER LOT 67
TERM: INDEFINITE 1307.60 FEET IN LENGTH, NO WIDTH SPECIFIES

FOR DRAINAGE PURPOSES 20" DIA. PIPELINE 10 FEET R/W.
TERM: INDEFINITE 0.26 ACRE

GENERAL NOTES

Perimeter of this installation was compiled and delineated from CIVIL 2398-Y Filed 1/19/1943.
WESTDIV Dwg. No. 102734 Supersedes WESTDIV Dwg. No. C-102379

FEDERAL LEGISLATIVE JURISDICTION

As defined in NAVFAC Manual P-73, Chapter 26.2 (D)
PROPRIETORIAL Jurisdiction only.
(Annexation No. 718 to the City of Tustin, 4/23/76)

Rancho San Joaquin, San Diego, Calif.,

Portion of Blocks 9,10,46, 47 and 62.

Scale in Feet
500 0 500 1000 1500
Scale in Meters
100 0 100 200 300 400

LEGEND

- Station Boundary Line
- City and County Boundary Line
- Block Line
- Lot Line
- Power or Tel. Line
- Water Line
- Easement Line
- (○) Acquisition Item Number
- (⬡) Encumbering Item Number

NO	AMD OR COR	DESCRIPTION OF AMENDMENT OR CORRECTION	DATE	APPROVAL

WEST DIV. DWG. No. C-102734

DEPT. OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND
WESTERN DIVISION, SAN BRUNO, CALIF.

DRAWN BY Verle S. Dicus 7/10/89
CHECKED BY [illegible] 7/19/1989
REVIEWED BY Myrtle MacBean L.S. HEAD CADASTRAL ENGINEERING SECTION
SATISFACTION [illegible] 7/25/89 MANAGER REALTY SERVICES BRANCH

MARINE CORPS AIR STATION (HELICOPTER)
TUSTIN, CALIFORNIA

REAL ESTATE SUMMARY MAP

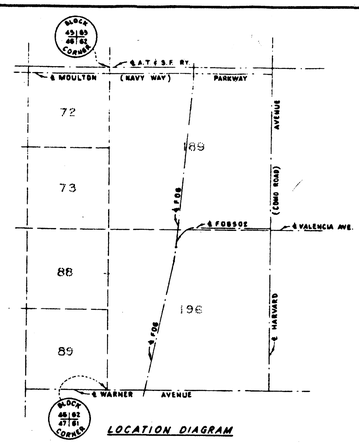
UIC- M 62535

[illegible] 8/1/89 DIRECTOR REAL ESTATE DIVISION FOR COMMANDER NAVFAC DATE

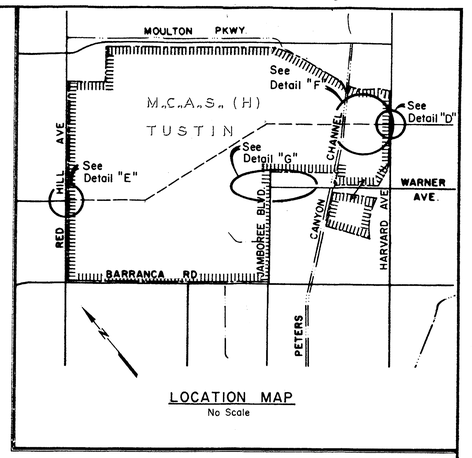
SCALE 1" = 500' SHEET 2 OF 6

NAVFAC DWG No. 6238328

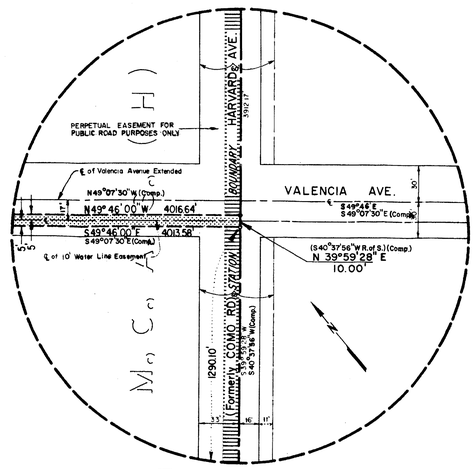
06 9000 RE 02/06



LOCATION DIAGRAM

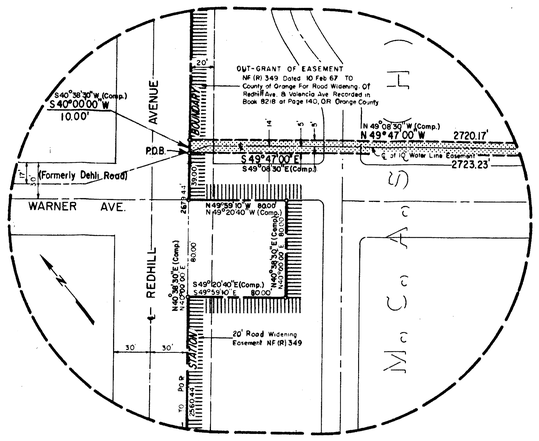


LOCATION MAP
No Scale



7 NF(R) 13201

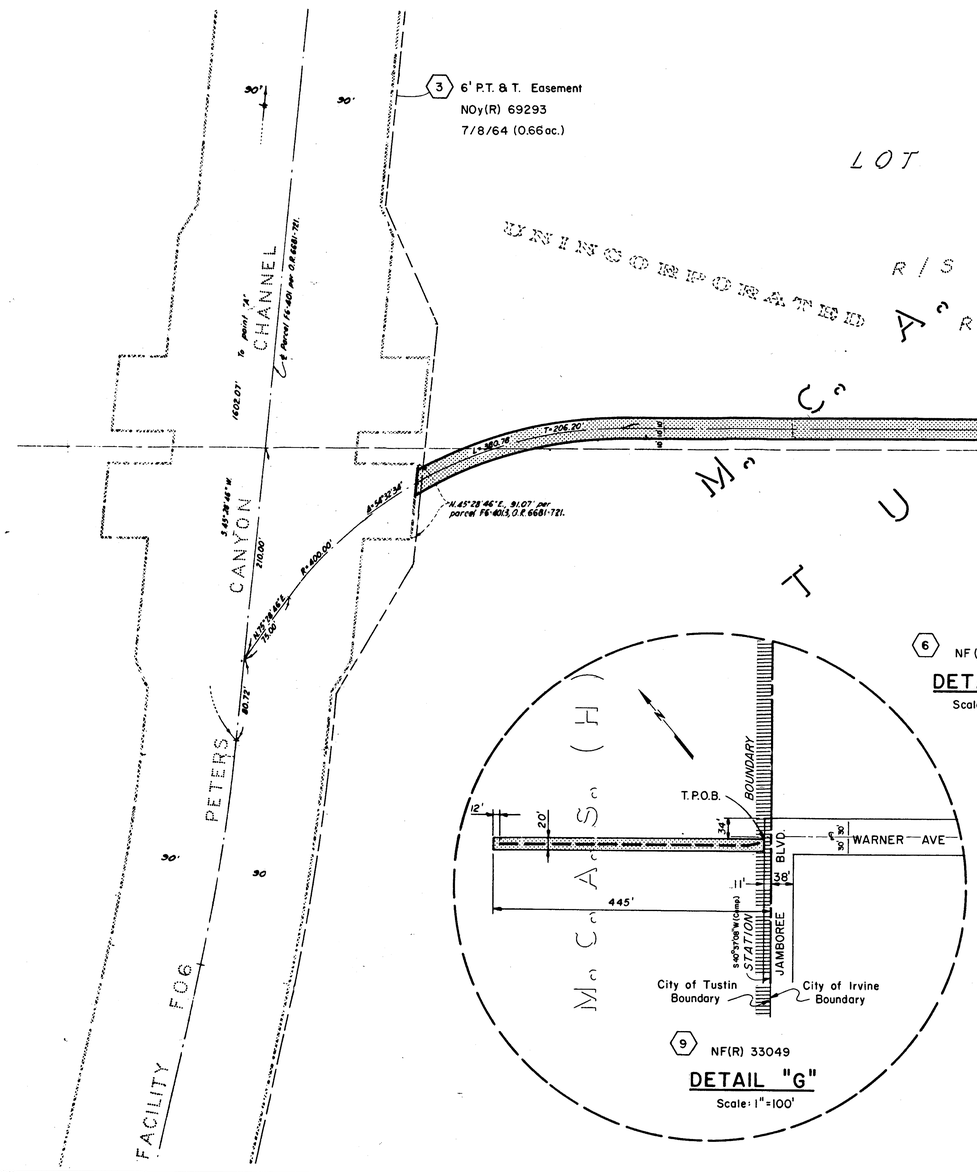
DETAIL "D"
Scale: 1"=50'



7 NF(R) 13201

DETAIL "E"
Scale: 1"=50'

3 6' P.T. & T. Easement
NOy(R) 69293
7/8/64 (0.66ac.)



6 NF(R) 13063

DETAIL "F"
Scale: 1"=60'

9 NF(R) 33049

DETAIL "G"
Scale: 1"=100'

No.	Amd. or Cor.	Description of Amendment or Correction	Date	Approved
3	Amd.	Updated real property to present condition	7/18/89	
2	Corr.		4/11/86	
1	Amd.	Updated real property to present condition	12/14/81	

WESTDIV. DWG. No. C-102380

DEPT. OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND
WESTERN DIVISION, SAN BRUNO, CALIF.

DRAWN BY:
CHECKED BY:
REVIEWED BY:
HEAD, CADASTRAL ENGINEERING SECTION
SATISFACTORY
HEAD, CADASTRAL ENGINEERING BRANCH

MARINE CORPS AIR STATION (HELICOPTER)
TUSTIN, CALIFORNIA

REAL ESTATE SUMMARY MAP
(Easement Details Sheet)

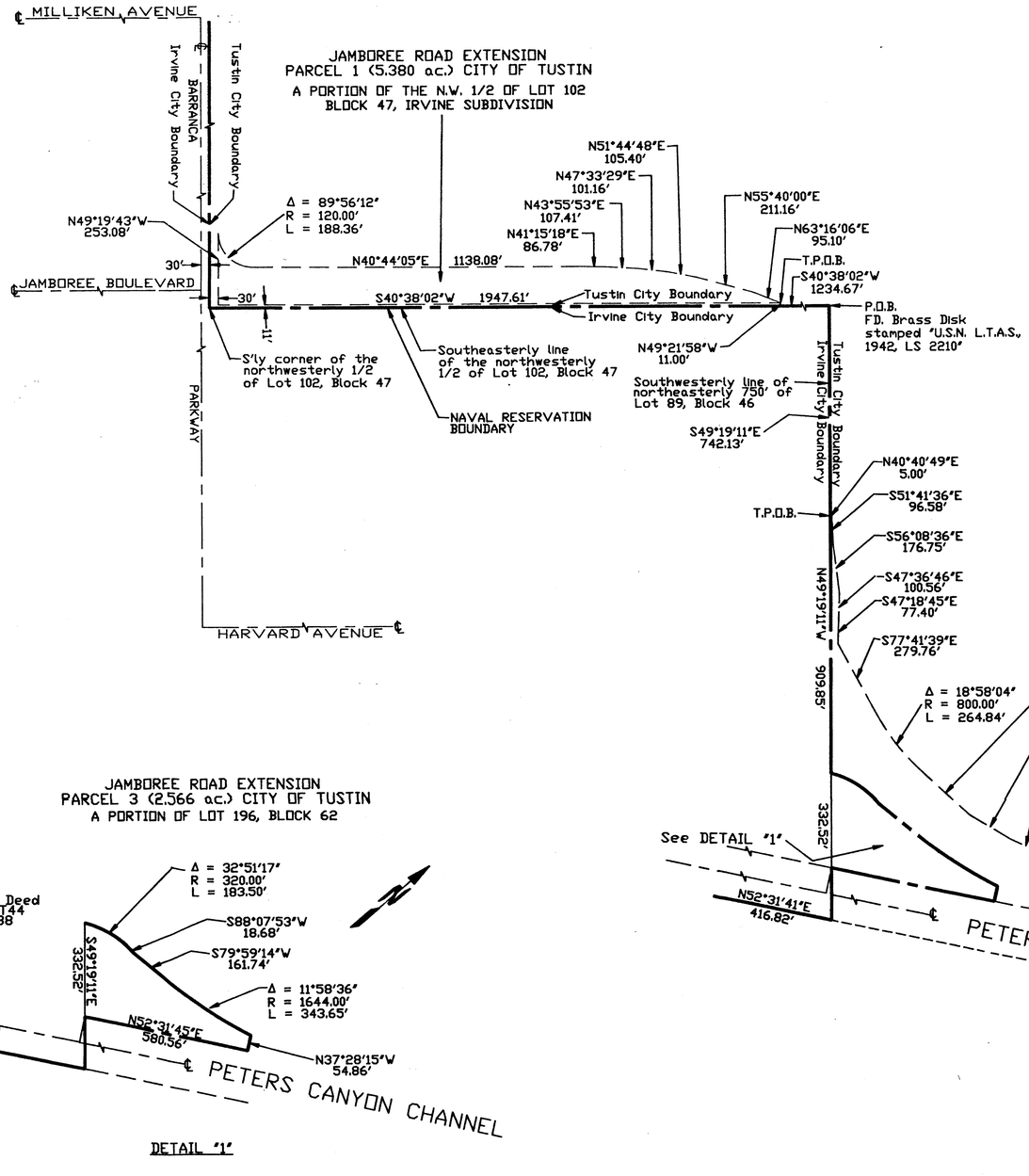
UIC - M 62535

DIRECTOR REAL ESTATE DIVISION FOR COMMANDER NAVFAC — DATE 9/17/80

SCALE As shown
SHEET 3 OF 6

NAVFAC DWG. No. 6117956

06 9000 RE 03/06

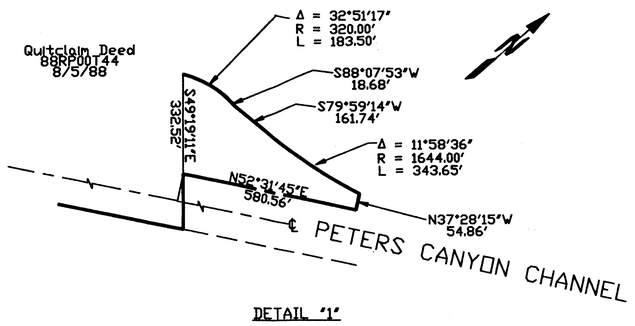


M.C.A.S. TUSTIN

(12) EASEMENT (ROAD)
88RPOOT43 (8/5/88)
PARCEL 1 - 5.308 ac.
PARCEL 2 - 20.095 ac.

JAMBOREE ROAD EXTENSION
PARCEL 2 CITY OF TUSTIN
A PORTION OF LOT 89, BLOCK 46 & A
PORTION OF LOT 196, BLOCK 62 & A
PORTION OF LOT 189, BLOCK 62

JAMBOREE ROAD EXTENSION
PARCEL 3 (2.566 ac.) CITY OF TUSTIN
A PORTION OF LOT 196, BLOCK 62

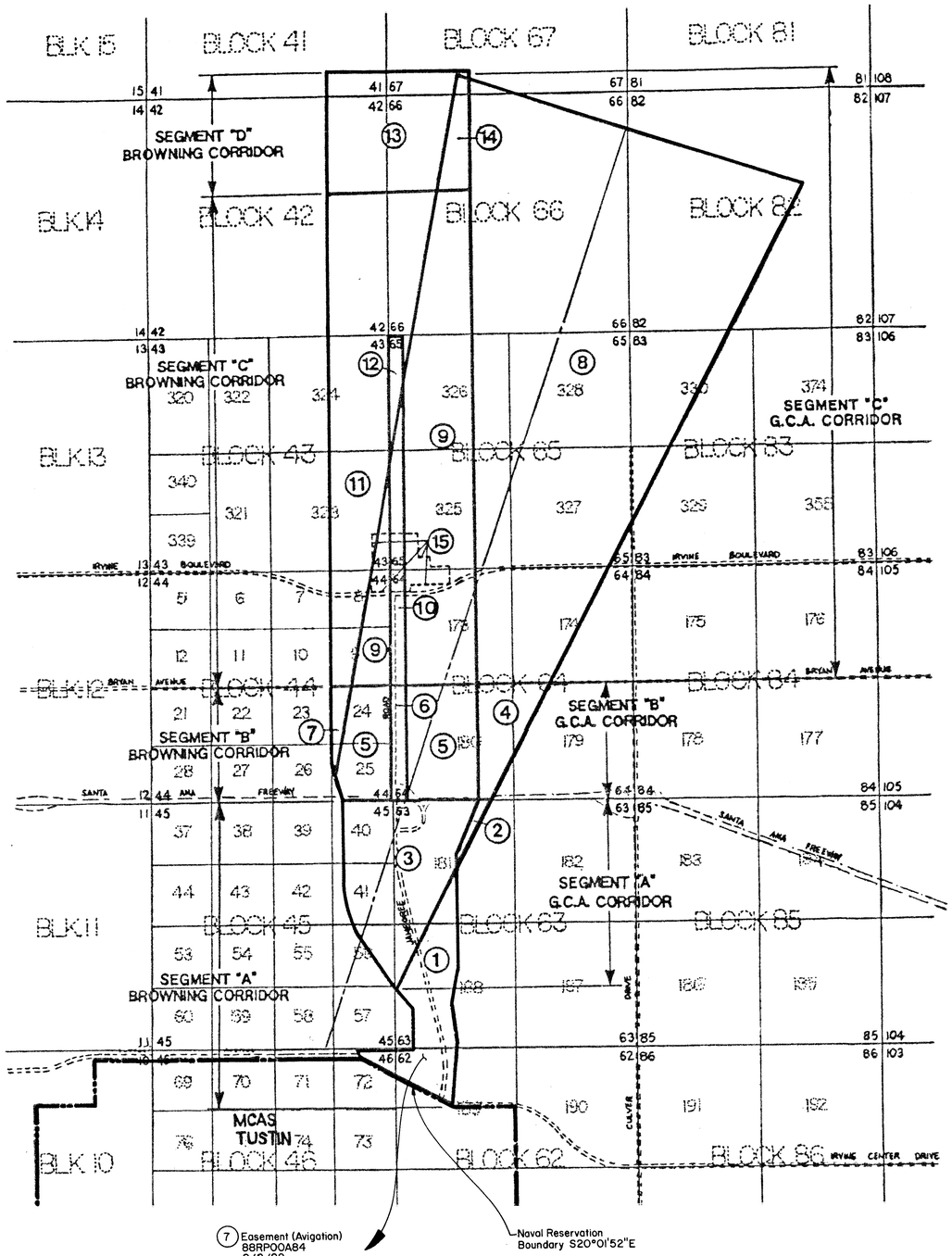


DETAIL "1"

WESTDIV DWG. NO. C-102738	DEPT. OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND WESTERN DIVISION, SAN BRUNO, CA
COMPUTER TECH: L.B. DECENA 8/9/89	MARINE CORPS AIR STATION TUSTIN, CALIFORNIA
CHECKED BY:	REAL ESTATE SUMMARY MAP JAMBOREE ROAD EXTENSION
REVIEWED BY: M.L. Mulvaney, L.S. REAL CADASTRAL ENGINEERING SECTION	
ENTIFICATION: REAL ESTATE DIVISION 8/9/89	
UIC-M62535	SCALE: 1" = 200' SHEET 4 OF 6
DIRECTOR REAL ESTATE DIVISION FOR COMMANDER NAVFAC 8/10/89	NAVFAC DWG. NO. 6238332

Dwg. is rotated to -49°21'58" for plotting.

FILE: JAMI | DATE: 7/26/89 | SCALE: 1"=200' | PROJ. #: J14-C J15-C | COMPUTER TECH: L.B.DECENA

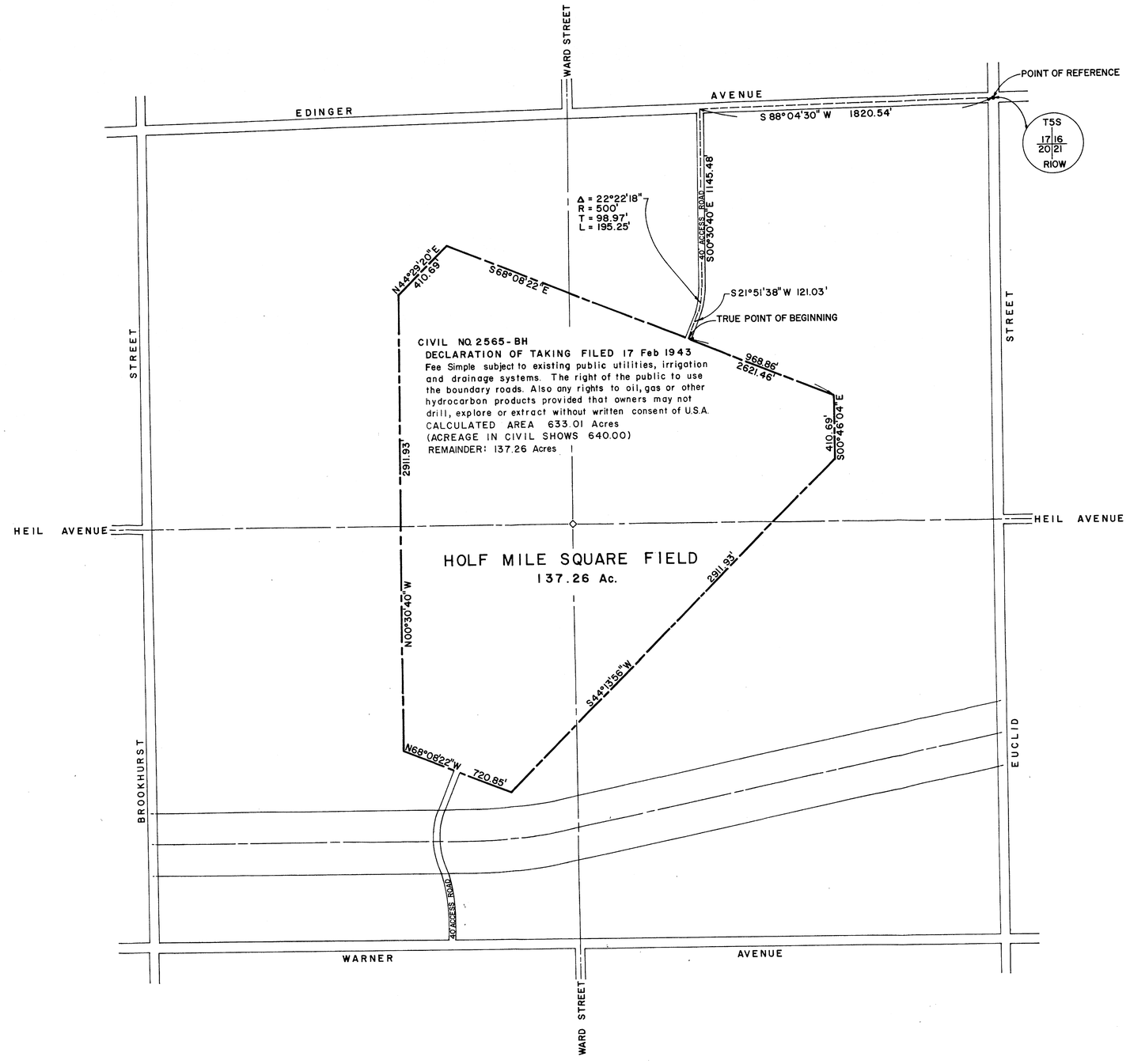


NO	AMD. OR COR	DESCRIPTION OF AMENDMENT OR CORRECTION	DATE	APPROVAL

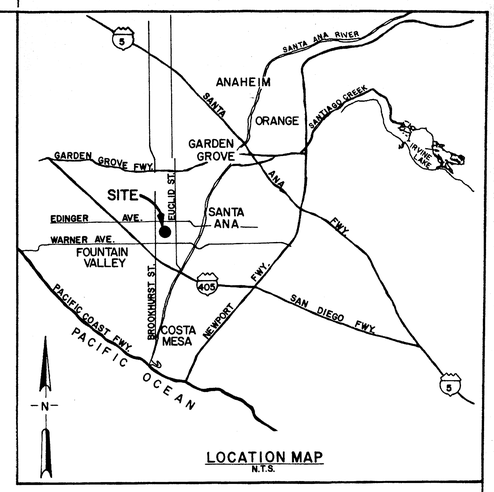
WEST DIV. DWG. No. C-102735	DEPT. OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND WESTERN DIVISION, SAN BRUNO, CALIF.
DRAWN BY: Debra L. Deans 7/21/89	MARINE CORPS AIR STATION (HELICOPTER) TUSTIN, CALIFORNIA
CHECKED BY: T. Deans 8/1/89	
REVIEWED BY: Mike Mahoney, L.S. HEAD, CADASTRAL ENGINEERING SECTION	REAL ESTATE SUMMARY MAP (AVIGATION EASEMENT SITE)
SATISFACTORY: Susan V. Lemmo 8/8/89 MANAGER, REALTY SERVICES BRANCH	
Charles J. Sullivan 8/1/89 DIRECTOR REAL ESTATE DIVISION FOR COMMANDER NAVFAC DATE	SCALE N.T.S. SHEET 5 OF 6 NAVFAC DWG. No. 6238329

UIC- M62535

06-9000 RE 05/06 KH5-C lbd



CIVIL NO. 2565-BH
DECLARATION OF TAKING FILED 17 Feb 1943
Fee Simple subject to existing public utilities, irrigation and drainage systems. The right of the public to use the boundary roads. Also any rights to oil, gas or other hydrocarbon products provided that owners may not drill, explore or extract without written consent of U.S.A.
CALCULATED AREA 633.01 Acres
(ACREAGE IN CIVIL SHOWS 640.00)
REMAINDER: 137.26 Acres



LOCATION MAP
N.T.S.

-N-

T5S R10W
SEC 20
SAN BERNARDINO BASE AND MERIDIAN

0 300 600 900 1200 1500 1800
SCALE: GRAPHIC

JURISDICTION: PROPRIETORIAL ONLY

NOTE: This map repraces Real Estate Summary Map FEC Dwg. No. 1201956 dtd 1/20/67.

NO.	AMD. OR COR.	DESCRIPTION OF AMENDMENT OR CORRECTION	DATE	APPROVAL

WEST DIV. DWG. No. C-102728

DEPT. OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND
WESTERN DIVISION, SAN BRUNO, CALIF.

MARINE CORPS AIR FACILITY
FOUNTAIN VALLEY, CALIFORNIA

REAL ESTATE SUMMARY MAP
(TUSTIN MCAS)
(OFF-SITE COMPONENT)
HOLF MILE SQUARE FIELD

DRAWN BY: Wells B. Deane 5/24/89
CHECKED BY: Colleen Young 5/25/89
REVIEWED BY: Mike Mahoney, P.L.S. HEAD, CADASTRAL ENGINEERING SECTION
SATISFACTORY: Duane E. Osborne 6/8/89 MANAGER, REALTY SERVICES BRANCH
Charles L. Williams 6/15/89 DIRECTOR REAL ESTATE DIVISION FOR COMMANDER NAVFAC

SCALE AS SHOWN
SHEET 6 OF 6
NAVFAC DWG. No. 6238309

UIC- M62535

06-9002 RE 06/06 K16-C lbd 5/24/89

PARCEL 40
(OBSCURED BY
BOUNDARY LINES)

CO-11

CO-5

CO-7

CO-8

CO-6

CO-10

CO-3

CO-4

CO-9

CO-1

CO-2

PARCEL 40
(OBSCURED BY
BOUNDARY LINES)

LEGEND

- GOVERNMENT PROPERTY LINE
- ROAD
- BUILDING OR STRUCTURE
- PARCEL BOUNDARY
- 27 PARCEL NUMBER
- CARVE-OUT AREA

MONITORING WELL LOCATIONS

- GROUNDWATER MONITORING WELLS WITHIN LIFOC AREAS
- SURFACE WATER GAUGING LOCATIONS WITHIN LIFOC AREAS
- LANDFILL GAS PROBES WITHIN LIFOC AREAS

N

1200 0 1200 Feet

LIFOC Exhibit G

Marine Corps Air Station Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 5/10/02
File No.: 187L8770
Job No.: 22214-187
Rev No.: C

LEASE RESTRICTION REVISON FORM

Lease Restriction Revision (Navy Endorsement/Regulatory Review) Form
Upon completion, this form shall be attached to the original Finding of Suitability to Lease (FOSL) under revision.
SUBJECT: Parcel Identity _____
FOSL Revision # _____**; Revision Date:** _____
NAVY ENDORSEMENT:
Section 5: "*Summary of Lease Restrictions*" of the MCAS Tustin FOSL for above subject Parcel Identity is hereby revised as follows:

Check Box	TYPE OF REVISION	Lease Restriction/Condition Number(s) (Refer to Section 5 of the FOSL)
	REMOVE	
	ADD Text enclosed Yes ☐ No ☐	
	MODIFY (text enclosed)	

As a result of this revision, the following area(s) and/or facility(ties) is (are) **now suitable for occupancy/access:**_____
Area(s) and/or facility(ties) which is (are) **now not suitable for occupancy/access** based on addition/modification of the restriction(s) is (are) as follow(s):_____
_____
The following enclosure(s) provide(s) the environmental documentation for each of the lease restriction/condition revisions identified above:_____
_____

_____ _____
BRAC ENVIRONMENTAL COORDINATOR DATE

EPA CONSULTATIONS/REVIEW:
☐ The environmental documentation for the revision to the lease restriction/conditions as identified in the above Navy Endorsement has been reviewed by this office. Based upon the information provided, this office is satisfied that the assessment is complete and has no comments regarding the Navy endorsement.

☐ This office does not concur with the Navy endorsement. Review comments and the rationale for the lack of concurrence are provided by Attachment (1).

_____. _____.
ENVIRONMENTAL PROTECTION AGENCY DATE

DTSC CONSULTATIONS/REVIEW:
☐ The environmental documentation for the revision to the lease restriction/conditions as identified in the above Navy Endorsement has been reviewed by this office. Based upon the information provided, this office is satisfied that the assessment is complete and has no comments regarding the Navy endorsement.

☐ This office does not concur with the Navy endorsement. Review comments and the rationale for the lack of concurrence are provided by Attachment (1).

_____. _____.
DEPARTMENT OF TOXIC SUBSTANCES CONTROL DATE

EXECUTION VERSION
May 10, 2002

INITIAL BILL OF SALE FOR MISCELLANEOUS PERSONAL PROPERTY AND UTILITY DISTRIBUTION SYSTEMS LOCATED AT THE FORMER MARINE CORPS AIR STATION, TUSTIN

This Bill of Sale is made by and between the United States of America, acting by and through the Department of the Navy, hereinafter referred to as the "Government," for the benefit of the City of Tustin, the local redevelopment authority for Marine Corps Air Station Tustin, hereinafter referred to as the "City."

RECITALS

A. The Government is the owner of that certain real property, together with improvements and miscellaneous personal property thereon, generally described as Marine Corps Air Station Tustin ("MCAS Tustin"). MCAS Tustin was closed pursuant to the Defense Base Closure and Realignment Act of 1990, as amended (the "DBCRA"), and the property was determined to be surplus to the needs of the United States.

B. Pursuant to the authority of section 2905(b)4 of the DBCRA and the implementing regulations of the Department of Defense (32 C.F.R. parts 174-176), the Secretary of the Navy is authorized to convey surplus property at a closing installation to the local redevelopment authority at no cost for economic development purposes. By application dated March 5, 1999, as subsequently amended, the City applied for a "No-Cost" Economic Development Conveyance ("EDC") for portions of MCAS Tustin (the "EDC Application"), to be used and developed in accordance with the Reuse Plan for MCAS Tustin that was reviewed and approved by the United States Department of Housing and Urban Development.

C. Following an extensive review of the EDC Application, the Government has approved the EDC Application in part. Those portions of MCAS Tustin to be conveyed to the City are described in Exhibit "A" of the Agreement Between the United States of America and the City of Tustin, California For the Conveyance of a Portion of the Former Marine Corps Air Station Tustin (the "Agreement"). Pursuant to the Agreement, the Government is to transfer to the City, under an Initial Bill of Sale, (1) all tangible personal property appurtenant to the real property conveyed under the Agreement ("Miscellaneous Personal Property"), (2) the tangible personal property described in Exhibit "A," attached hereto and made a part hereof ("Initial Items"), and (3) all utility distribution systems located on MCAS Tustin as described in Exhibit "B," attached hereto and made a part hereof ("Systems").

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the foregoing recitals and other consideration set forth herein, it is mutually agreed as follows:

1. **Transfer.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Government hereby grants, releases, quitclaims and transfers title and ownership of the Miscellaneous Personal Property, the Initial Items as described in Exhibit "A" attached hereto and made a part hereof, and the Systems as described in Exhibit "B," attached hereto and made a part hereof.

2. **No Warranty.** All property transferred under this Bill of Sale is conveyed without warranty of any kind. The property is delivered to the City "as is," "where is," and the Government makes no warranty as to its usability generally or as to its fitness for any particular purpose. This bill of sale shall be effective on the last date written below.

3. **Use of Proceeds.** The proceeds of the sale of any of the property transferred under this Bill of Sale shall be subject to the same restrictions and provisions for recoupment as are set forth in paragraph 11 of the above-said Agreement.

4. **Indemnification.** City shall at all times relieve, indemnify, protect, defend and hold harmless the United States of America, and all of its officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death or injury to persons or damage to property and for civil fines and penalties arising or growing out of, or in any manner connected with, the use, storage, maintenance, sale or lease of the Miscellaneous Personal Property and Systems except to the extent such death or injury to persons or damage to property is caused or created by activities of the Government its employees, agents, servants, guests, invitees and contractors related to the use, operation, maintenance, replacement, or repair of the Miscellaneous Personal Property or Systems.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth below, duly executed this contract.

THE UNITED STATES OF AMERICA
Acting by and through the Department of the Navy

By: _____
WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment and Closure Office

Date: _____

CITY OF TUSTIN

By _____
WILLIAM A. HUSTON
City Manager

Date: _____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

MCAS Tustin

Vehicle & Equipment List

EDC May 2002

from City of Tustin EDC Request List

Description	ID Number	Year	Serial Number
Shop Support Equipment			
Miscellaneous			
Pipe Threader	341901X000350		38219
Pipe Threader			EC-04478
Pipe Threader			392923
Pipe Threader			ACN00334
Grinding Machine	341501X000241		0000F481
Grinding Machine			256
Hmr Rotary Pneumatic			R-708012
			1586
Water Blstr Portable	494001X001430		68950
Water Blstr Portable			3573
Water Blstr Portable			7595-0389

MCAS Tustin
Vehicle & Equipment List
EDC May 2002

CODES	DESCRIPTION	VEH ID	MLG/HRS	LOCATION	VIN NUMBER	YEAR
508	TRUCK, PICKUP COMPACT 4X2 (FIRE)	288892	37086	TUSTIN	1FTCR10U6NUD61096	1992
508	TRUCK, PICKUP COMPACT 4X2	288899	44030	TUSTIN	1FTCR10UXNUD61103	1992
508	TRUCK, PICKUP COMPACT 4X2	288903	111	TUSTIN	1FTCR10U7NUD61107	1992
508	TRUCK, PICKUP COMPACT 4X2	288904	46819	TUSTIN	1FTCR10U9NUD61108	1992
508	TRUCK, PICKUP COMPACT 4X2	288917	42203	TUSTIN	1FTCR10U1NUD61121	1992
508	TRUCK, PICKUP COMPACT 4X2	288918	37861	TUSTIN	1FTCR10U3NUD61122	1992
555	SWA JEEP CHEROKEE	287301	39698	TUSTIN	J4FJ28V3ML529878	1991
806	MULTI-STOP 1 TON TRUCK	266234	334	TUSTIN	CPL2573310638	1977
806	MULTI-STOP 1 TON TRUCK	268889	50857	TUSTIN	CLP2593313692	1979
806	MULTI-STOP 1 TON TRUCK	268894	78998	TUSTIN	CLP2593313792	1979
806	MULTI-STOP 1 TON TRUCK	279398	73536	TUSTIN	1CCHP32M9F3324538	1985
806	MULTI-STOP 1 TON TRUCK	283710	81680	TUSTIN	1GCHP32K5J3340551	1988
905	STAKE 1 1/2T 4X4, TRUCK	286829	39820	TUSTIN	1HTSENLN9NH411245	1991
1706	4K FORKLIFT FUEL	282594	1716H	TUSTIN	A187V08714J	1988
1706	4K FORKLIFT FUEL	283815	2254H	TUSTIN	A187G12745K	1989
1706	4K FORKLIFT FUEL	283824	1502H	TUSTIN	A187G12754K	1989
1106	TRUCK, STAKE	279804	62926	TUSTIN	1GTG6D1F3GV521668	1986
3300	FLOODLIGHT	279599	691H	TUSTIN	N/A	N/A

Exhibit B

Utility Distribution Systems Located on MCAS Tustin ("Systems")

All current government owned electrical, gas, telephone and cable television systems, including distribution lines, pad mounted and overhead distribution poles and/or transformers, and all conduits and duct banks from outlet or master meters or connection points currently owned by the Government to end usage points; all government owned water, sewer, and storm drain systems (does not include culvert ditches), including distribution lines and pipelines from outlet or master meters or connection points currently owned by Government to end usage points.

EXECUTION VERSION
May 10, 2002

SUBSEQUENT BILL OF SALE FOR TANGIBLE PERSONAL PROPERTY LOCATED AT THE FORMER MARINE CORPS AIR STATION, TUSTIN

This Bill of Sale is made by and between the United States of America, acting by and through the Department of the Navy, hereinafter referred to as the "Government," for the benefit of the City of Tustin, the local redevelopment authority for Marine Corps Air Station Tustin, hereinafter referred to as the "City."

RECITALS

A. The Government is the owner of that certain real property, together with improvements and miscellaneous personal property thereon, generally described as Marine Corps Air Station Tustin ("MCAS Tustin"). MCAS Tustin was closed pursuant to the Defense Base Closure and Realignment Act of 1990, as amended (the "DBCRA"), and the property was determined to be surplus to the needs of the United States.

B. Pursuant to the authority of section 2905(b)4 of the DBCRA and the implementing regulations of the Department of Defense (32 C.F.R. parts 174-176), the Secretary of the Navy is authorized to convey surplus property at a closing installation to the local redevelopment authority at no cost for economic development purposes. By application dated March 5, 1999, as subsequently amended, the City applied for a "No-Cost" Economic Development Conveyance ("EDC") for portions of MCAS Tustin (the "EDC Application"), to be used and developed in accordance with the Reuse Plan for MCAS Tustin that was reviewed and approved by the United States Department of Housing and Urban Development.

C. Following an extensive review of the EDC Application, the Government has approved the EDC Application in part. Those portions of MCAS Tustin to be conveyed to the City are described in Exhibit "A" of the Agreement Between the United States of America and the City of Tustin, California For the Conveyance of a Portion of the Former Marine Corps Air Station Tustin (the "Agreement"). Pursuant to the Agreement, the Government is to transfer to the City, under this Subsequent Bill of Sale, the tangible personal property described in Exhibit "A," attached hereto and made a part hereof ("Subsequent Items").

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the foregoing recitals and other consideration set forth herein, it is mutually agreed as follows:

SUBSEQUENT BILL OF SALE FOR MCAS TUSTIN

1. **Transfer.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Government hereby grants, releases, quitclaims and transfers title and ownership of the Subsequent Items as described in Exhibit "A," attached hereto and made a part hereof.

2. **No Warranty.** All property transferred under this Bill of Sale is conveyed without warranty of any kind. The property is delivered to the City "as is," "where is," and the Government makes no warranty as to its usability generally or as to its fitness for any particular purpose. This bill of sale shall be effective on the last date written below.

3. **Use of Proceeds.** The proceeds of the sale of any of the property transferred under this Bill of Sale shall be subject to the same restrictions and provisions for recoupment as are set forth in paragraph 11 of the above-said Agreement.

4. **Indemnification.** City shall at all times relieve, indemnify, protect, defend and hold harmless the United States of America, and all of its officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death or injury to persons or damage to property and for civil fines and penalties arising or growing out of, or in any manner connected with, the use, storage, maintenance, sale or lease of the Miscellaneous Personal Property and Systems except to the extent such death or injury to persons or damage to property is caused or created by activities of the Government its employees, agents, servants, guests, invitees and contractors related to the use, operation, maintenance, replacement, or repair of the Miscellaneous Personal Property or Systems.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth below, duly executed this contract.

THE UNITED STATES OF AMERICA
Acting by and through the Department of the Navy

By: _____
WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment and Closure Office

Date: _____

CITY OF TUSTIN

By _____
WILLIAM A. HUSTON
City Manager

Date: _____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

Exhibit A

MCAS Tustin
Vehicle & Equipment List

VEHICLES AVAILABLE FOR MCAS TUSTIN FINAL CONVEYANCE

List shall not be considered final until all MCAS Real Property has been conveyed.

CODES	DESCRIPTION	VEHICLE NO.	MILEAGE	FIRST CONVEYANCE	FINAL CONVEYANCE
1721	25K FORKLIFT FUEL	269613			TUSTIN
1706	4K FORKLIFT FUEL	295864			TUSTIN
804	AERIAL BOOM 1 TON, TRUCK	287790	32804		TUSTIN
3660	BACKHOE, TRACTOR	287637	2497		TUSTIN
3112	COMPRESSOR	282560	N/A		TUSTIN
3025	CONCRETE SAWA	285664	N/A		TUSTIN
1201	DUMP TRUCK 5 TON	282309			TUSTIN
806	MULTI-STOP 1 TON TRUCK	294485	12506		TUSTIN
806	MULTI-STOP 1 TON TRUCK	294486			TUSTIN
811	STAKE VALVE, TRUCK	286163	66531		TUSTIN
3650	TRACTOR INDUSTRIAL	286744			TUSTIN
803	TRUCK, GEN. MANT. 1 TON	294489	19650		TUSTIN
803	TRUCK, GEN. MANT. 1 TON	294496			TUSTIN
803	TRUCK, GEN. MANT. 1 TON	294497	18627		TUSTIN
1106	TRUCK, STAKE	280230			TUSTIN
3319	WELDER ELEC. TRAILER	281390	513		TUSTIN

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

City of Tustin
DRAFT 5/08/02

Space Above This Line Reserved for Recorder's Use

ASSIGNMENT OF EASEMENTS

THIS ASSIGNMENT, made this _____ day of _____, 2002, by the **UNITED STATES OF AMERICA,** acting by and through the Department of the Navy, (the "Government") in favor of the **CITY OF TUSTIN, CALIFORNIA** the recognized local redevelopment authority for Marine Corps Air Station Tustin (the "City"),

RECITALS:

WHEREAS

A. The Defense Base Closure and Realignment Commission recommended the closure of Marine Corps Air Station Tustin ("MCAS Tustin") located within the Cities of Tustin and Irvine, California and consisting of approximately one-thousand six-hundred and two (1,602) acres of real property, together with the buildings, improvements and related and other personal property located thereon and all rights, easements and appurtenances thereto.

B. In accordance with section 2905(b)4 of the Defense Base Closure and Realignment Act of 1990, as amended, the implementing regulations of the Department of Defense (32 CFR Part 175), and the terms set forth in that certain *Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin* dated May ___, 2002 ("Agreement"), the Government agreed to convey and the City agreed to acquire certain portions of MCAS Tustin consisting of approximately ____ acres of land, improvements and other rights appurtenant thereto, together with all personal property thereon and all utility distribution systems on the entire MCAS Tustin ("Property").

C. Portions of the Property are unable to be conveyed at the same time as the rest of the Property because of the need for environmental restoration by the Government. In furtherance of

conveyance and pending the completion of such environmental restoration, the Government has agreed to let and the City has agreed to lease the unconveyed portions of the Property as more particularly described in Exhibit "A" attached hereto and made a part hereof ("Leased Premised"), upon and subject to the terms and conditions set forth in the *Lease in Furtherance of Conveyance between the United States of America and the City of Tustin, California for Portions of the Former Marine Corps Air Station Tustin* dated the ____ day of May, 2002 ("LIFOC"). Under the terms and conditions set forth in the LIFOC, the City has assumed full responsibility for operation, maintenance, repair and administration of the Leased Premises.

D. The Government has granted certain easements, permits and other rights appurtenant to the Property and wishes to assign those interests to the City to facilitate its operation, maintenance, repair and administration of the Property.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the Government does hereby assign, transfer and set over to the City, and its successors and assigns, all of the Government's right, title and interest in the following instruments:

A. _____ a copy of which is attached hereto as Exhibit "A".

B. _____ a copy of which is attached hereto as Exhibit "B".

C. _____ a copy of which is attached hereto as Exhibit "C".

[Signature Page Follows]

IN WITNESS WHEREOF, the Government has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT

TO INDICATE ACCEPTANCE of this Assignment and receipt of the documents described herein, the City has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

EXECUTION VERSION 5/10/02

Space Above This Line Reserved for Recorder's Use

GRANT OF NON-EXCLUSIVE EASEMENT FOR UTILITY SYSTEMS AND ACCESS AT THE FORMER MARINE CORPS AIR STATION TUSTIN

THIS GRANT OF EASEMENT ("Easement") made the ____ day of _____, 2002, by **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (the "Grantor"), and the **CITY OF TUSTIN, CALIFORNIA**, (the "Grantee").

RECITALS

A. Grantor owns that certain real property identified as the former Marine Corps Air Station Tustin ("MCAS Tustin"). Grantor and Grantee have entered into an "Agreement between the United States of America and the City of Tustin, California for Conveyance of a Portion of the former Marine Corps Air Station" dated the __day of _____, 2002 (the "Agreement"). Grantor and Grantee have also entered into a Lease In Furtherance of Conveyance ("LIFOC"), dated the ___ day of _____, 2002 for a portion of the real property covered by the Agreement. Additional portions of MCAS Tustin are not addressed by or covered by the Agreement or LIFOC and are intended for conveyance by the United States of America to parties other than the Grantee by public benefit conveyance, public sale, or other conveyance methods.

B. Grantor owns certain natural gas, water, telephone, cable television, and electric utility distribution systems, together with storm drainage and sewerage systems (the "Systems") at the former MCAS Tustin.

C. In accordance with the Agreement, Grantor has conveyed the Systems to Grantee and a portion of such Systems presently exists on those portions of the MCAS Tustin leased to Grantee under the LIFOC and those portions of MCAS Tustin that will be retained by Grantor or

conveyed to other parties. The property covered by the LIFOC and property intended for retention by the Government or conveyance to parties other than the Grantee is hereinafter collectively referred to as "Remaining Government Property".

D. This non-exclusive easement is required to allow Grantee its agents, successors, and assigns to access, use, install, maintain, operate, construct, replace, and repair the Systems that are located on, in, over and under the Remaining Government Property.

E. The Secretary of the Navy has determined that the grant of this easement on the terms and conditions set forth herein is in the public interest and will not substantially injure the interest of the United States in the underlying real property, and that the uses permitted under its terms are consistent with the protection of human health and the environment.

NOW, THEREFORE, for an in consideration of mutual entry into this Easement by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties hereby agree as follows

1. **EASEMENT.**

1.1 Grantor does hereby remise, release and grant to Grantee, its successors and assigns, a nonexclusive easement ("Easement") within the Remaining Government Property shown on Exhibit "A," attached hereto and made a part hereof to access, use, install, maintain, operate, construct, replace, and repair the Systems on, in, over and under the Remaining Government Property. Grantor and Grantee have not been able to prepare maps or drawings describing the location and extent of the Systems prior to the execution of this Easement, therefore, the exact location of this Easement right is unknown, but shall be coterminous with the actual location of the Systems and shall extend to the minimum of amount of space actually required to access, use, install, maintain, operate, replace, upgrade and repair existing Systems within the Remaining Government Property

1.2 In no event shall this Easement interfere with the development or redevelopment of MCAS Tustin.

2. **TERM.** The term of this Easement shall commence and be effective upon execution by the Parties and shall continue in perpetuity except for (i) any portion of said Easement for which the Grantor conveys the underlying fee to Grantee at which point the Easement with respect to the conveyed portion shall automatically terminate or (ii) any portion of the Easement otherwise terminated in accordance with the termination provisions of Paragraph 11.

3. **USE.** The sole purpose of this Easement is to access, use, install, maintain, operate, construct, replace, and repair the Systems on the Remaining Government Property.

4. **HISTORIC OR ARCHEOLOGICAL PROPERTY.** A portion of the Remaining Government Property is either listed or is eligible for nomination to the National Register of Historic Places. While Grantor holds an interest in the underlying real property, Grantee shall not undertake any activity that may affect an identified historic or archeological property, including excavation, construction, alteration or repair, without the prior written approval of Department of the Navy, except in accordance with the Memorandum of Agreement among the Department of the Navy, the California Historic Preservation Officer and the Advisory Council on Historic Preservation executed on December 13, 1999.

5. **CONDITION OF EASEMENT PROPERTY.** The Easement shall be granted to Grantee "as is," "where is." Grantor makes no warranty as to the usability of the Easement generally or as to its fitness for any particular purpose.

6. **ASSIGNMENT AND TRANSFER.** Grantee shall not assign or transfer this Easement, or any interest therein without prior written consent of Grantor, provided however that such consent shall not be required for Grantee to assign or transfer an interest in the Easement to a utility service provider.

7. **NOTICE REQUIRED FOR WORK.**

7.1. Except in the case of an emergency, Grantee shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface without prior written notification to Grantor. For purposes of this paragraph, "emergency" shall mean an unexpected, serious occurrence or situation urgently requiring prompt action. Grantee shall submit written notice of any work performed in an emergency as soon as is practicable.

7.2. Grantee shall immediately cease any excavation conducted in accordance with paragraph 7.1 if it discovers the presence of hazardous substances or wastes, pollutants or contaminants in any soil or groundwater, and promptly notify Grantor and cognizant regulators in writing of such fact. Thereafter, Grantee may proceed in accordance with all applicable laws and regulations.

7.3 With respect to any work to be performed in or about any structure which is "historic property" as defined 36 CFR § 800.2, Grantee shall comply with the provisions of paragraph 4.

8. **NON-INTERFERENCE WITH GOVERNMENT OPERATIONS.** Subject to Article 34 of the Agreement and Articles 10.2 and 11 of the LIFOC, Grantee shall not conduct operations on Easement Property that will interfere with or otherwise restrict environmental clean-up, remediation or restoration activities by the Grantor, U.S. Environmental Protection Agency (EPA), state environmental regulators, or their contractors.

9. **GRANTEE ACTIVITIES UNDER THE EASEMENT.** The Grantee shall be responsible for direct costs related to its use, installation, maintenance, operation, construction, replacement, and repair of Systems under this Easement. Any and all damage to the Remaining Government Property resulting from the activities of Grantee under this Easement shall be repaired by Grantee at no expense to Grantor and the Remaining Government Property shall be restored to its pre-construction condition.

10. **ENVIRONMENTAL PROTECTION PROVISIONS.**

10.1 Grantee and its contractors shall comply with all applicable federal, state and local laws, regulations, rules, orders and standards that are or may become applicable to Grantee's activities on the Easement Property.

10.2 Grantee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the easement, independent of any existing permits held by the Grantor. Grantee acknowledges that notwithstanding Grantor being named as owner of the Easement Property in any permit granted to Grantee, Grantee is solely responsible for complying with all permit terms and conditions, including payment of associated fees. In the event the Grantee has knowledge of a violation of the terms and conditions of any permit, Grantee shall promptly notify Grantor and the appropriate environmental regulatory agencies and take any necessary actions to come into compliance with the permit.

10.3 Grantor's rights retained under this Easement specifically include the right for Grantor to inspect for compliance with environmental, safety and occupational health laws and regulations, whether or not Grantor is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted environmental regulatory enforcement officials to make such inspections. Grantee shall have no claim on account of any inspections against the United States of America or any officer, agent, employee, contractor or subcontractor thereof.

10.4 This Easement shall not preclude Grantor and the State of California, and their officers, agents, employees, contractors and subcontractors, the right to enter upon the Remaining Government Property for the purposes enumerated in this subparagraph and for such other purposes consistent with any provisions of the Base Closure and Realignment Cleanup Plan ("BCP") and the Installation Restoration Program ("IRP").

10.4.1 to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings and other activities related to the BCP and IRP;

10.4.2 to inspect field activities of Grantor and its contractors and subcontractors in implementing the BCP and IRP;

10.4.3 to conduct any test or survey required by EPA or applicable state equivalent relating to the implementation of the BCP and IRP;

10.4.4 to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the BCP and IRP, including but not limited to monitoring wells, pumping wells and treatment facilities.

10.5 Grantee agrees to comply with the provisions of any health or safety plan in effect under the IRP during the course of any of the above described response or remedial actions and shall comply with all applicable federal, state and local occupational safety and health regulations. Any claim by the Grantee against the United States of America or any officer, agent, employee, contractor or subcontractor thereof which is caused by such entry shall be addressed as provided by law.

10.6 Grantee shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act or its applicable state equivalent for any accumulation of hazardous wastes derived from the activities of Grantee on the Easement Property. Grantee shall be solely responsible for providing at its own cost and expense hazardous waste storage, as may be necessary or required by law or regulation, except as specifically authorized by Grantor in writing.

10.7 Department of Defense component accumulation points for hazardous and other waste will not be used by Grantee. Neither will Grantee permit its hazardous wastes to be commingled with hazardous waste of Grantor.

10.8 Grantee shall have a Grantor-approved plan for responding to hazardous waste, fuel and other chemical spills prior to commencement of operations on the Easement Property. Should Grantor provide any personnel or equipment whether for initial fire response and/or spill containment, or otherwise on request of Grantee, or because Grantee was not, in the opinion of Grantor conducting timely response cleanup actions, Grantee agrees to reimburse Grantor for its reasonable and necessary costs associated with such response or cleanup.

10.9 If Grantee intends to make any improvements or repairs that require the abatement or removal of ACM, LBP, or PCBs, Grantee shall comply with all federal, state, and local laws and regulations applicable to such abatement or removal.

10.10 Grantee shall indemnify and hold harmless Grantor from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage or disposal caused or created by Grantee's occupancy, use or operations, or any other action by Grantee giving rise to Grantor liability, civil or criminal, or any other action by Grantee giving rise or responsibility under federal, state or local environmental laws. Grantee's obligations hereunder shall apply whenever Grantor incurs costs or liabilities for Grantee's activities as provided

hereunder. This provision shall not apply to the extent that claims, demands, actions, proceedings, losses, liens, costs and judgments (including fines and penalties) are caused or created by concurrent active or sole negligence of the Grantor, its officers, agents, employees, or contractors. This provision shall survive the expiration or termination of the Easement.

10.11 To the extent any portion of the Remaining Government Property is an installation of the Department of Defense, storage, treatment or disposal of toxic or hazardous materials on such portions is prohibited excepted as authorized by Grantor in accordance with 10 U.S.C. § 2692.

11. **TERMINATION.** All or any part of this Easement shall automatically terminate when the Grantor conveys the underlying fee to Grantee with respect to the conveyed portion. All or any part of this Easement shall terminate upon abandonment of the rights granted herein, or upon nonuse of such rights for a period of two (2) consecutive years with the exception of the survival of Grantee's indemnification obligations pursuant to Paragraphs 10.10 and 12.

12. **NON-ENVIRONMENTAL INDEMNIFICATION BY GRANTEE.** Grantee shall indemnify, defend, and save Grantor harmless and shall pay all costs, expenses and reasonable attorney's fees for all trial and appellate levels and post judgment proceedings in connection with any fines, suits, actions, damages, liability, causes of action of every nature whatsoever arising or growing out of, or in any manner connected with the activities of Grantee and the employees, agents, servants, guests, invitees and contractors of Grantee on the Easement Property. These include, but are not limited to, any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by Grantor by reason of any breach, violation, omission or non-performance of any term or condition hereof on the part of Grantee or the employees, agents, servants, guests, invitees and contractors of Grantee. However, this indemnity shall not extend to damages due to the sole fault or negligence of Grantor or its contractors. This covenant shall survive the termination of this easement.

13. **SUBMISSION OF NOTICES.**

Notices shall be sufficient under this easement made in writing and to the addressees described below, or to such other addressees as the parties hereto may designate from time to time in writing:

If to the Department of Navy:

Real Estate Contracting Officer
Base Realignment and Closure Program Office
Southwest Division, Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, CA 92132-5190

If to the Grantee:

City of Tustin
Attention: City Manager
300 Centennial Way
Tustin, Ca. 92780

City of Tustin
Attention: Assistant City Manager
300 Centennial Way
Tustin, Ca 92780

With a copy to:

George Schlossberg,Esq.
Kutak Rock, LLP
1102 Conneticut Avenue, N.W.
Washington,D.C. 20036

14. **FAILURE TO INSIST ON COMPLIANCE.** The failure of Grantor to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Easement shall not be construed as a waiver or relinquishment of Grantor's right to the future performance of any such terms, covenants or conditions and Grantee's obligations in respect to such future performance shall continue in full force and effect.

15. **AVAILABILITY OF FUNDS.** The Department of Navy's obligations under this Easement are subject to the availability of funds appropriated for such purposes. Nothing in this Easement shall be interpreted to require obligations or payments by the Department of Navy which are in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

16. **CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS.** The conditions, restrictions, reservations, and covenants set forth in this Easement, unless subsequently released, are a binding servitude on the Remaining Government Property; shall

inure to the benefit of the Grantor and Grantee, their successors and assigns, and will be deemed to run with the land in perpetuity.

17. MISCELLANEOUS PROVISIONS.

17.1 The singular includes the plural. The masculine gender includes the feminine. "Shall" is mandatory. "Should" and "may" are permissive.

17.2 This easement constitutes the entire understanding and agreement of the parties with respect to the matters set forth herein. This easement supersedes all negotiations or previous agreements between the parties respecting this easement. All waivers of the provisions of this easement must be in writing and signed by the appropriate representatives of Grantee and Grantor.

17.3 The recitals set forth in this easement are a part of this easement.

17.4 The captions of this easement are for convenience and reference only and shall not define, explain, modify, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of this easement.

17.5 Where the consent or approval of a party is required or necessary under this easement, the consent or approval shall not be unreasonably withheld.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth below duly executed this Easement as of the day and year first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Easement, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

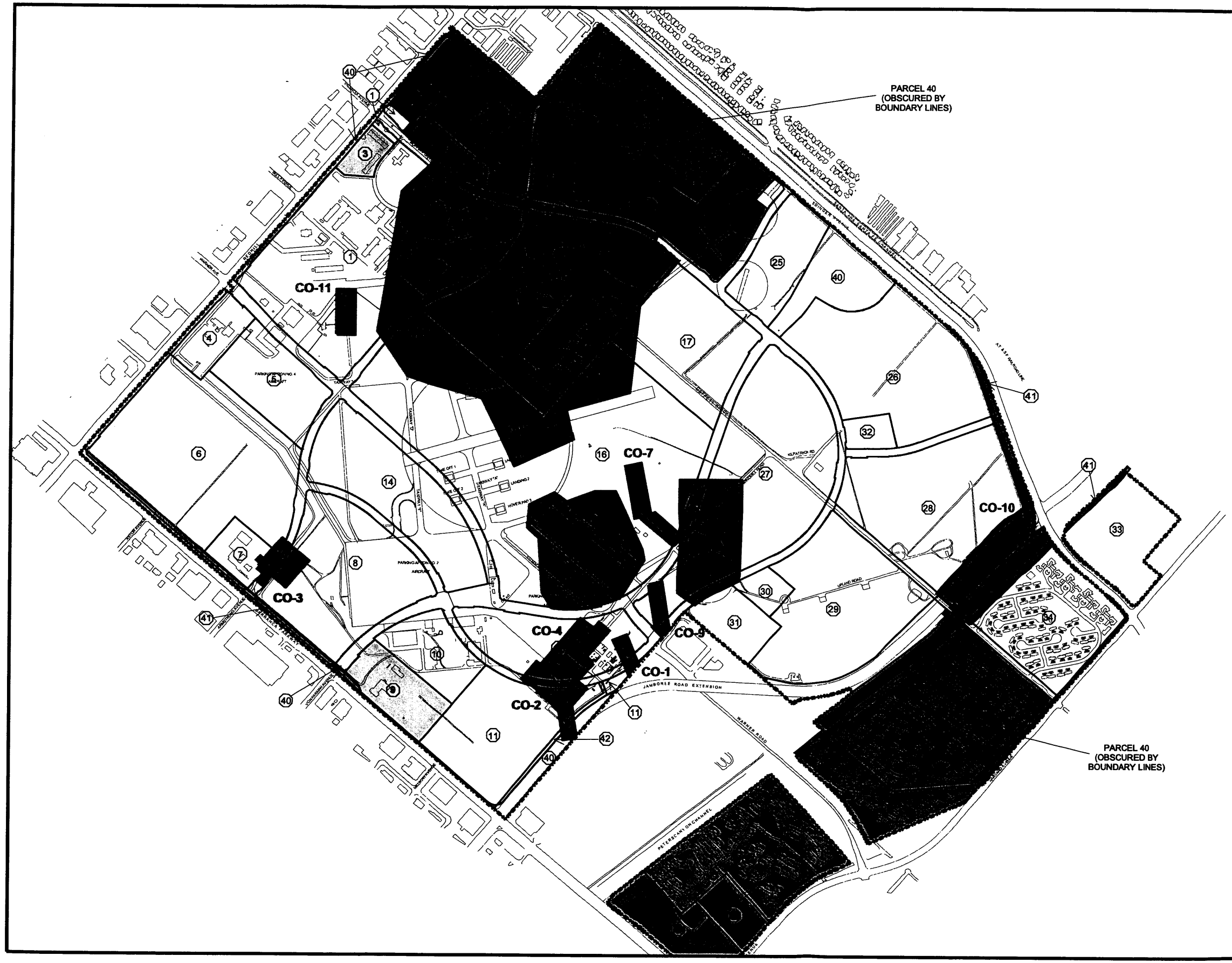
Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney



LEGEND

- GOVERNMENT PROPERTY LINE
- ROAD
- BUILDING OR STRUCTURE
- PARCEL BOUNDARY
- 27 PARCEL NUMBER
- CARVE-OUT AREA
- REMAINING GOVERNMENT PROPERTY
- TRANSFERED PROPERTY

N

1200 0 1200 Feet

Non-Exclusive Easement For Utility Systems
Exhibit A

Marine Corps Air Station Tustin, California

Bechtel National, Inc.
CLEAN II Program

Date: 5/9/02
File No.: 187L8845
Job No.: 22214-187
Rev No.: C

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

EXECUTION VERSION 5/10/02

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

Space Above This Line Reserved for Recorder's Use

BARRANCA CHANNEL/ARMSTRONG CROSSING EASEMENT

THIS GRANT OF EASEMENT ("Easement") made the ____ day of _____, 2002, by and between the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE NAVY**, (hereinafter referred to as the "**GRANTOR**"), and the **CITY OF TUSTIN, CALIFORNIA** and recognized as the Local Redevelopment Authority by the Office of Economic Adjustment on behalf of the Secretary of Defense for the former Marine Corps Air Station Tustin (hereinafter referred to as the "**GRANTEE**").

RECITALS

A. GRANTOR and GRANTEE have entered into the Agreement between the United States of America, acting by and through the Department of the Navy and the City of Tustin, California for the conveyance of a portion of the former Marine Corps Air Station Tustin ("MCAS Tustin"), dated the _____ day of _____, 2002 (the "Agreement"), and the Lease in furtherance of and pending conveyance by deed for portions of MCAS Tustin (the "Lease"), dated the _____ day of _____, 2002.

B. GRANTOR has the authority to Grant this Easement over GRANTOR's property under and pursuant to the Federal Property and Administrative Services Act of 1949, as amended 40 U.S.C. Section 484, and the delegation of authority to the Secretary of Defense from the Administrator of the General Services Administration (41 C.F.R. 101-47.601) and the delegation of authority from the Secretary of Defense to the Secretary of the Navy (20 F.R. 7113).

C. The Secretary of the Navy has determined that the grant of this easement on the terms and conditions set forth herein is in the public interest and will not substantially injure the interest of the United States in the underlying real property, and that the uses permitted under its terms are consistent with the protection of human health and the environment.

NOW, THEREFORE, for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTOR does hereby grant to GRANTEE, its successors and assigns:

A non-exclusive easement in perpetuity on, in, over and under that portion of MCAS Tustin described in Exhibit "A," attached hereto and made a part hereof (Easement Property), together with ingress and egress and the right to construct, install, operate, repair and replace a roadway and utilities within the Easement Property. To avoid conflicts with other easements and encumbrances of record, the GRANTEE shall cooperate and coordinate the exercise of its rights hereunder with all holders of easements and encumbrances of record.

To have and to hold the easements hereby granted in perpetuity unto GRANTEE.

EFFECTIVE the _____ day of _____, 2002.

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Easement, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

I – Easement - 1

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being those portions of Blocks 9 and 47 of Irvine's Subdivision as shown on the map filed in book 1, page 88 of Miscellaneous Record Maps, and as shown on a map filed in book 165, pages 31 through 39 inclusive of Records of Surveys, all of records of said County, described as follows:

For the purpose of this description the following two Control Lines are hereby established:

Control line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue between Valencia Avenue and Warner Avenue bears South 40°37'39" West for the purpose of this description; thence South 49°20'07" East 106.23 to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to a point hereinafter to be referred to as Point "A".

Control line "B"

Beginning at the hereinbefore described Point "A"; thence South 15°38'31" West 74.21 feet to the beginning of a curve concave northwesterly having a radius of

Legal Description

Exhibit "A"

I – Easement - 1

(Portion of Reuse Plan Disposition Site 40)

1400.04 feet; thence southerly, southwesterly and westerly along said curve 1269.54 feet through a central angle of 51°57'19"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence westerly and southwesterly along said curve 694.50 feet through a central angle of 28°25'19"; thence South 39°10'31" West 1163.19 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of 32°59'59"; thence South 6°10'32" West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 842.94 feet through a central angle of 34°29'48"; thence South 40°40'20" West 327.45 feet to a point hereinafter referred to as Point "**P**"; thence continuing South 40°40'20" West 110.00 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

Easement 1

Beginning at hereinbefore described Point "**P**"; thence leaving said Control Line "**B**" North 49°19'41" West 64.00 feet; thence South 40°40'20" West 7.02 feet; thence South 85°40'21" West 60.79 feet to a line parallel with and distant 60.00 feet northeasterly, measured at right angles, from the centerline of Barranca Parkway; thence along said parallel line the following 2 courses;

1.) South 49°19'41" East 132.25 feet to an angle point therein;

2.) South 49°19'54" East 69.74 feet;

thence leaving said parallel line North 04°19' 47" West 60.81 feet; thence North 40°40'20" East 7.00 feet; thence North 49°19'54" West 26.77 feet; thence

PSOMAS

Legal Description

Exhibit "A"

I – Easement - 1

(Portion of Reuse Plan Disposition Site 40)

North 49°19'41" West 25.23 feet to the **POINT OF BEGINNING.**

Containing 7,649 square feet or 0.18 acres, more or less.

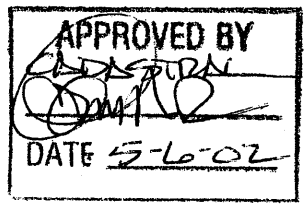
As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision:

Walter A. Sheek P.L.S. 4838 Date May 6, 2002

Expires: 09/30/2004

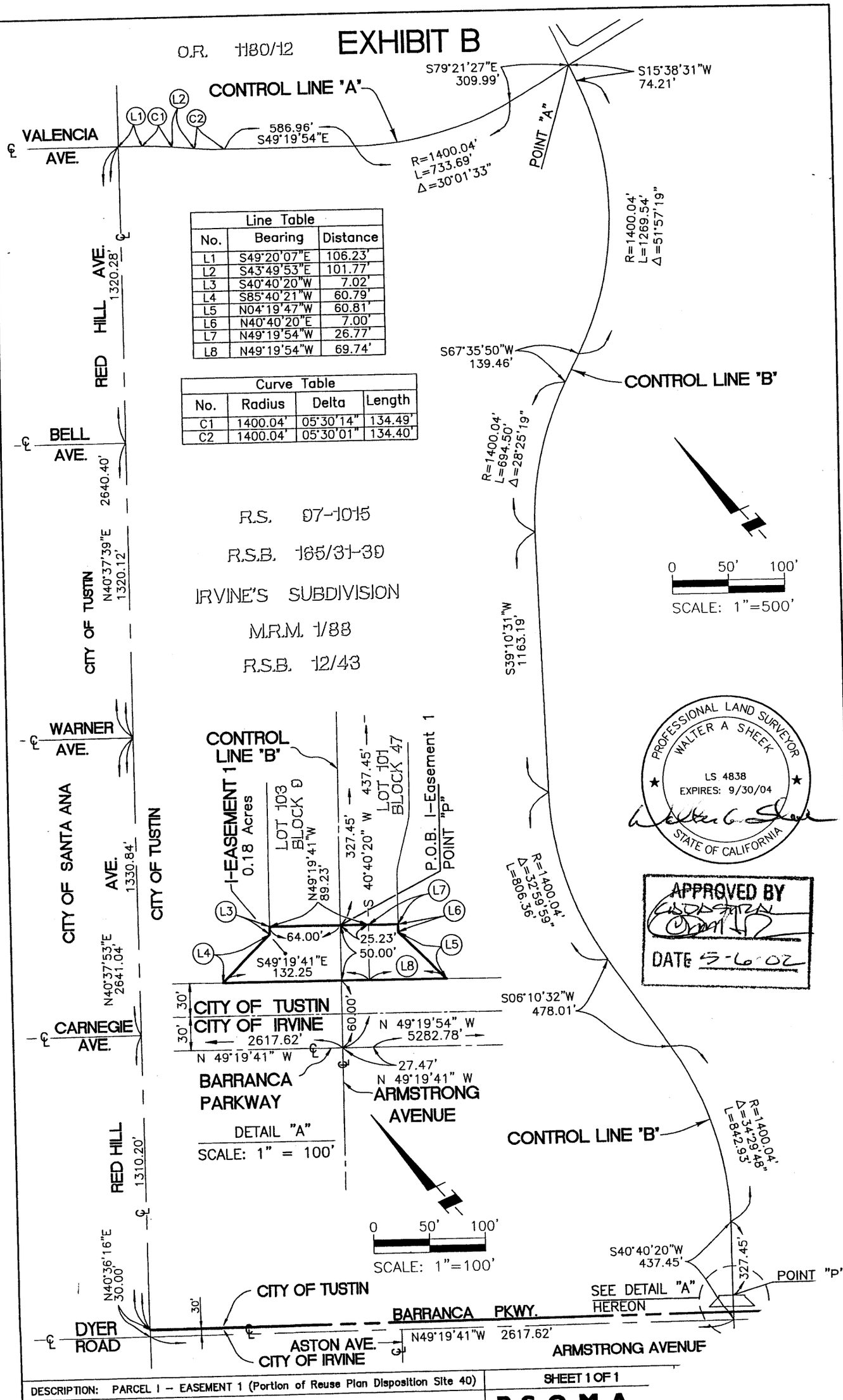




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5/5/02 2:11 PM

EXHIBIT B

O.R. 1180/12



Line Table		
No.	Bearing	Distance
L1	S49°20'07"E	106.23'
L2	S43°49'53"E	101.77'
L3	S40°40'20"W	7.02'
L4	S85°40'21"W	60.79'
L5	N04°19'47"W	60.81'
L6	N40°40'20"E	7.00'
L7	N49°19'54"W	26.77'
L8	N49°19'54"W	69.74'

Curve Table			
No.	Radius	Delta	Length
C1	1400.04'	05°30'14"	134.49'
C2	1400.04'	05°30'01"	134.40'

R.S. 97-1015

R.S.B. 165/31-39

IRVINE'S SUBDIVISION

M.R.M. 1/88

R.S.B. 12/43

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: PARCEL I – EASEMENT 1 (Portion of Reuse Plan Disposition Site 40)

SHEET 1 OF 1

MCAS-TUSTIN

PSOMA
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA
(714) 751-7

M:\2TUS010400\survey\exhibits\PI-Pcl_I_Esmt-1.dwg CLaumann

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

EXECUTION VERSION
5/10/02

Space Above This Line Reserved for Recorder's Use

BARRANCA CHANNEL/TUSTIN RANCH CROSSING EASEMENT

THIS GRANT OF EASEMENT ("Easement") made the ____ day of _____, 2002, by and between the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE NAVY**, (hereinafter referred to as the "**GRANTOR**"), and the **CITY OF TUSTIN, CALIFORNIA** and recognized as the Local Redevelopment Authority by the Office of Economic Adjustment on behalf of the Secretary of Defense for the former Marine Corps Air Station Tustin (hereinafter referred to as the "**GRANTEE**").

RECITALS

A. GRANTOR and GRANTEE have entered into the Agreement between the United States of America, acting by and through the Department of the Navy and the City of Tustin, California for the conveyance of a portion of the former Marine Corps Air Station Tustin ("MCAS Tustin"), dated the _____ day of _____, 2002 (the "Agreement"), and the Lease in furtherance of and pending conveyance by deed for portions of MCAS Tustin (the "Lease"), dated the _____ day of _____, 2002.

B. GRANTOR has the authority to Grant this Easement over GRANTOR's property under and pursuant to the Federal Property and Administrative Services Act of 1949, as amended 40 U.S.C. Section 484, and the delegation of authority to the Secretary of Defense from the Administrator of the General Services Administration (41 C.F.R. 101-47.601) and the delegation of authority from the Secretary of Defense to the Secretary of the Navy (20 F.R. 7113).

C. The Secretary of the Navy has determined that the grant of this easement on the terms and conditions set forth herein is in the public interest and will not substantially injure the interest of the United States in the underlying real property, and that the uses permitted under its terms are consistent with the protection of human health and the environment.

NOW, THEREFORE, for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTOR does hereby grant to GRANTEE, its successors and assigns:

> A non-exclusive easement in perpetuity on, in, over and under that portion of MCAS Tustin described in Exhibit "A," attached hereto and made a part hereof (Easement Property), together with ingress and egress and the right to construct, install, operate, repair and replace a roadway and utilities within the Easement Property. To avoid conflicts with other easements and encumbrances of record, the GRANTEE shall cooperate and coordinate the exercise of its rights hereunder with all holders of easements and encumbrances of record.

To have and to hold the easements hereby granted in perpetuity unto GRANTEE.

EFFECTIVE the _____ day of _____, 2002.

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Easement, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

I-Easement 2

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being that portion of Block 47 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, both of records of said County, described as follows:

Beginning at the intersection of the centerline of Von Karman Avenue with the centerline of Barranca Parkway as shown on said Record of Survey, the centerline of Barranca Parkway between Von Karman Avenue and Jamboree Road bears North 49°19'54" West for the purposes of this description; thence North 40°40'06" East 60.00 feet to the **True Point of Beginning**; thence South 49°19'54" East 124.01 feet; thence North 04°19'54" West 60.82 feet; thence North 40°40'06" East 7.00 feet; thence North 49°19'54" West 141.00 feet; thence South 40°40'06" West 7.00 feet; thence South 85°40'06" West 60.82; thence South 49°19'54" East 103.00 feet to the **True Point of Beginning.**

Containing 8,900 square feet or 0.20 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision

Walter A. Sheek April 30, 2002

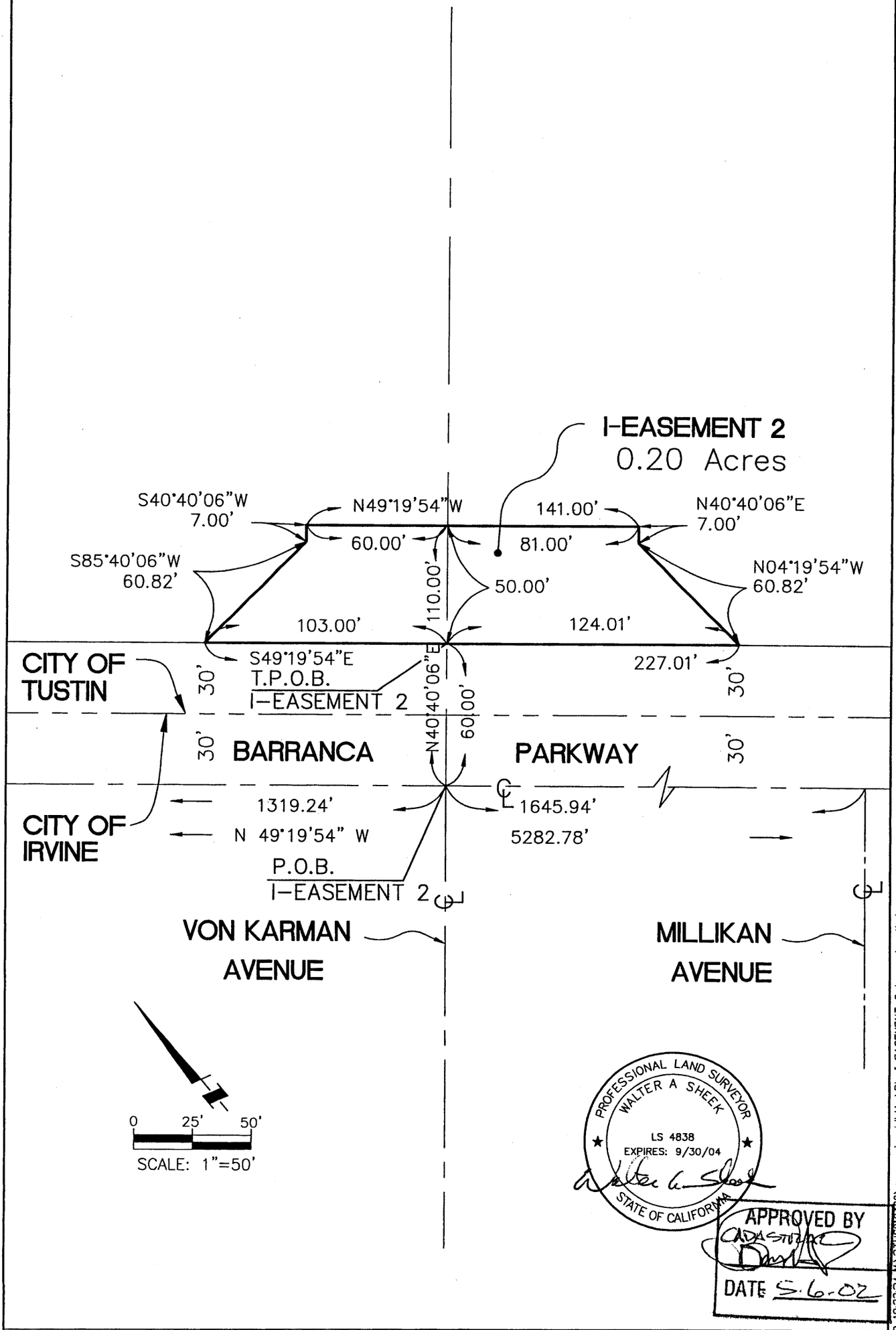
Walter A. Sheek P.L.S. 4838 Date

Expires: 9/30/04

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

EXHIBIT B



PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: I-EASEMENT 2 (Portion of Reuse Plan Disposition Site 40)	SHEET 1 OF 1	SCALE 1"=50'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED LL CHECKED WAS DATE APRIL 23, 2002 JOB NUMBER 2TUS010400

Plotted: 04/25/02 18:22:34 M:\2TUS010400\survey\exhibits\PL-I_EASEMENT_2.dwg dmaglinte

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

EXECUTION VERSION
5/10/02

Space Above This Line Reserved for Recorder's Use

MOFFETT BRIDGE CROSSING EASEMENT

THIS GRANT OF EASEMENT ("Easement") made the ____ day of _____, 2002, by and between the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE NAVY**, (hereinafter referred to as the "**GRANTOR**"), and the **CITY OF TUSTIN, CALIFORNIA** and recognized as the Local Redevelopment Authority by the Office of Economic Adjustment on behalf of the Secretary of Defense for the former Marine Corps Air Station Tustin (hereinafter referred to as the "**GRANTEE**").

RECITALS

A. GRANTOR and GRANTEE have entered into the Agreement between the United States of America, acting by and through the Department of the Navy and the City of Tustin, California for the conveyance of a portion of the former Marine Corps Air Station Tustin ("MCAS Tustin"), dated the _____ day of _____, 2002 (the "Agreement"), and the Lease in furtherance of and pending conveyance by deed for portions of MCAS Tustin (the "Lease"), dated the _____ day of _____, 2002.

B. GRANTOR has the authority to Grant this Easement over GRANTOR's property under and pursuant to the Federal Property and Administrative Services Act of 1949, as amended 40 U.S.C. Section 484, and the delegation of authority to the Secretary of Defense from the Administrator of the General Services Administration (41 C.F.R. 101-47.601) and the delegation of authority from the Secretary of Defense to the Secretary of the Navy (20 F.R. 7113).

C. The Secretary of the Navy has determined that the grant of this easement on the terms and conditions set forth herein is in the public interest and will not substantially injure the interest of the United States in the underlying real property, and that the uses permitted under its terms are consistent with the protection of human health and the environment.

MOFFETT BRIDGE CROSSING EASEMENT

NOW, THEREFORE, for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTOR does hereby grant to GRANTEE, its successors and assigns:

> A non-exclusive easement in perpetuity on, in, over and under that portion of MCAS Tustin described in Exhibit "A," attached hereto and made a part hereof (Easement Property), together with ingress and egress and the right to construct, install, operate, repair and replace a roadway and utilities within the Easement Property. To avoid conflicts with other easements and encumbrances of record, the GRANTEE shall cooperate and coordinate the exercise of its rights hereunder with all holders of easements and encumbrances of record.

To have and to hold the easements hereby granted in perpetuity unto GRANTEE.

EFFECTIVE the _____ day of _____, 2002.

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Easement, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

I-Easement 3

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being those portions of Parcels No. F6-401, F6-401.1, F6-401.2, F6-401.3 and F6-401.4 as described in the easement deed to the Orange County Flood Control District recorded August 19, 1963 as Instrument No. 16739 in Book 6681, Page 721 of Official Records of said County, being portions of Lots 189 and 196 in Block 62 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps and as shown on the map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, all in the office of the County Recorder of said County, bounded by the following described northeasterly and southwesterly lines:

Northeasterly Line

Beginning at the intersection of the centerline of Edinger Avenue as shown on the map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, records of said County, with the centerline of Peter's Canyon Channel as shown on said Record of Survey; thence South 46°07'11" West 1417.43 feet along the centerline of said Peter's Canyon Channel to a point hereinafter referred to as Point "**A**"; thence South 49°19'04" East 150.68 feet to a point on the southeasterly line of said Parcel No. F6-401.4, said point being the **TRUE POINT OF BEGINNING**; thence North 49°19'04" West 301.37 feet to a point on the northwesterly line of said Parcel No. F6-401.1.

Southwesterly Line

Beginning at said Point "**A**" in the hereinabove described northeasterly line; thence South 46°07'11" West 76.34 feet along the centerline of said Peter's Canyon Channel; thence South 49°19'04" East 150.68 feet to a point on the southeasterly line of said Parcel No. F6-401.3, said point being the **TRUE POINT OF BEGINNING**; thence

PSOMAS

Legal Description

Exhibit "A"

I-Easement 3

(Portion of Reuse Plan Disposition Site 40)

North 49°19'04" West 301.37 feet to a point on the northwesterly line of said Parcel No. F6-401.2.

Containing 19,048 square feet or 0.44 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision

Walter A. Sheek P.L.S. 4838 Date May 6, 2002

Expires: 09/30/2004

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

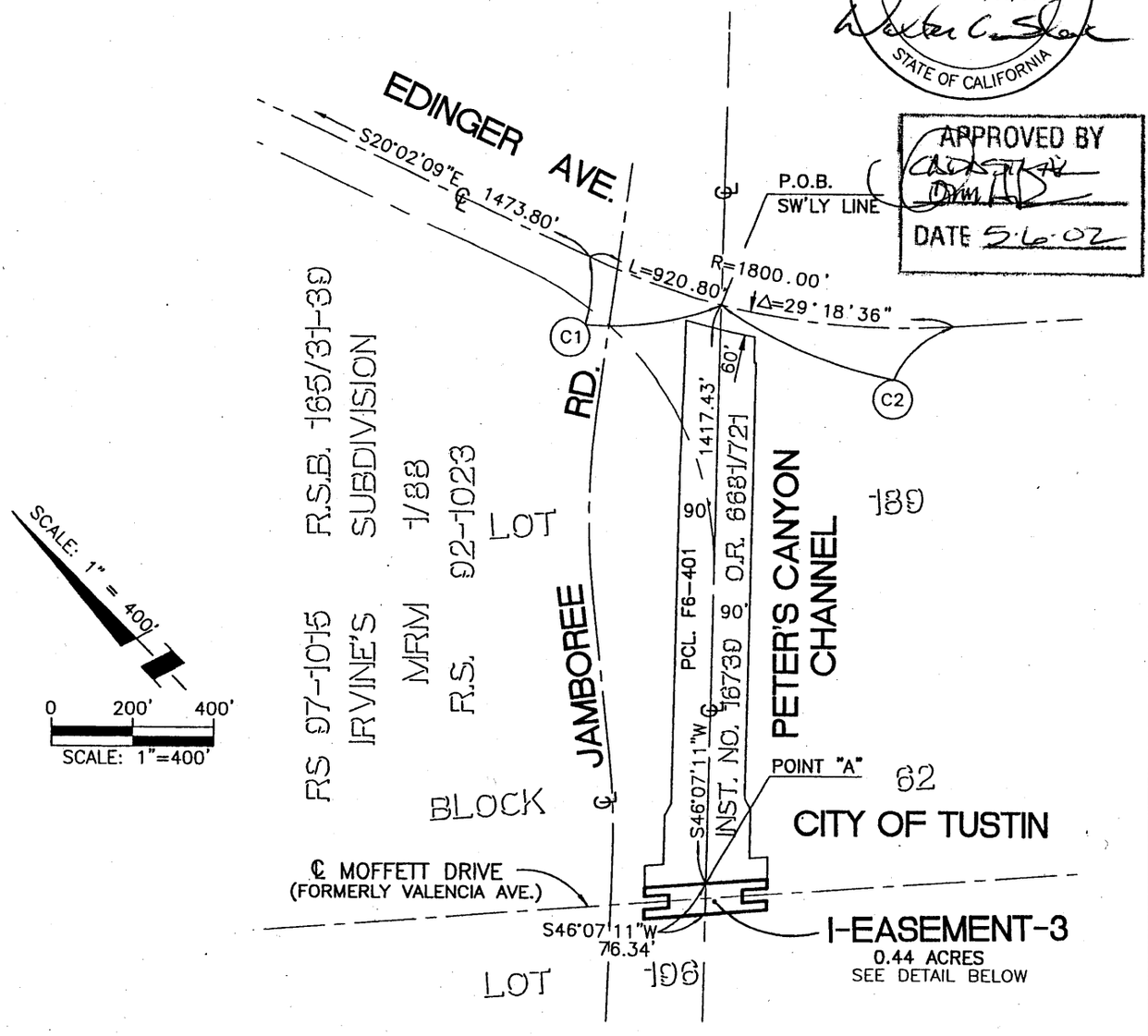
APPROVED BY
DATE 5-6-02

EXHIBIT B

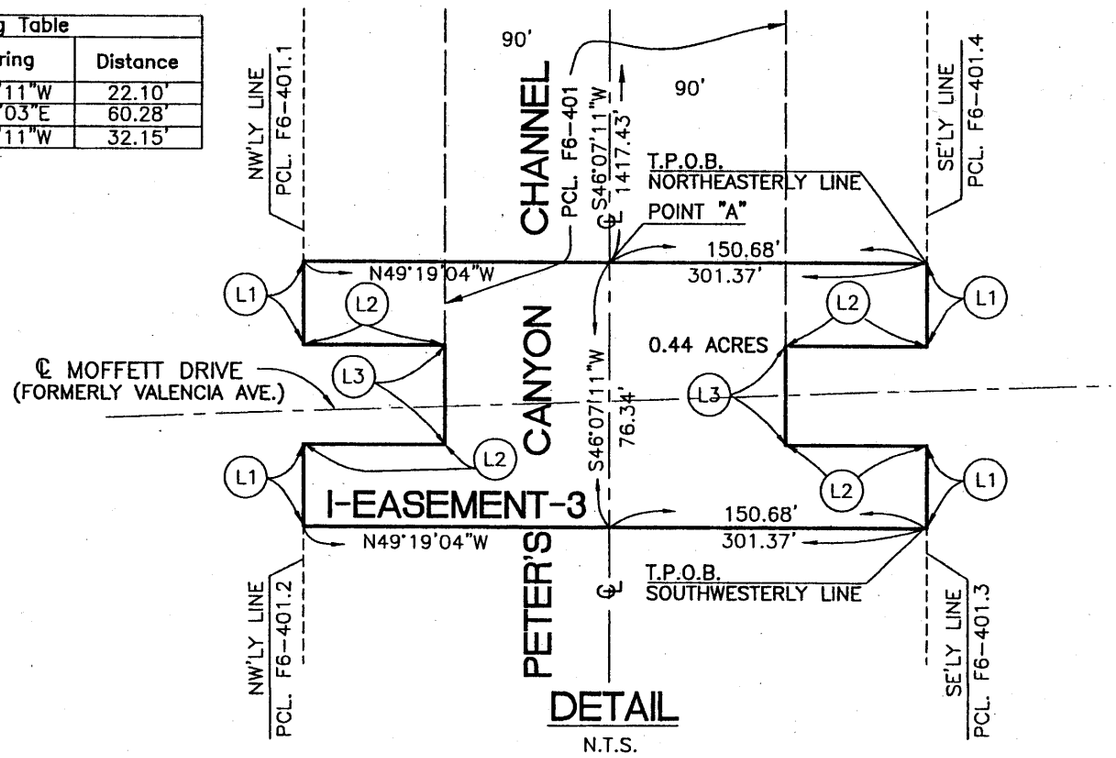
Curve Table			
No.	Radius	Delta	Length
C1	1800.00'	08°35'48"	270.07'
C2	1800.00'	20°42'48"	650.73'

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02



Bearing Table		
No.	Bearing	Distance
L1	S46°07'11"W	22.10'
L2	S49°19'03"E	60.28'
L3	S46°07'11"W	32.15'



DESCRIPTION: PARCEL I-EASEMENT-3 (PORTION OF REUSE PLAN DISPOSITION SITE 40)

SHEET 1 OF 1

MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714)545-8883

SCALE	1"=400'
DRAFTED	JLH
CHECKED	DLW
DATE	MARCH 30, 2002
JOB NUMBER	2TUS010500 T2

Plotted: 05/05/02 11:31:11 M:\2TUS010400\survey\exhibits\PL-I-EASEMENT-3.dwg CLaumann

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

EXECUTION VERSION
5/10/02

Space Above This Line Reserved for Recorder's Use

SANTA ANA/SANTA FE CROSSING EASEMENT

THIS GRANT OF EASEMENT ("Easement") made the ____ day of _____, 2002, by and between the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE NAVY**, (hereinafter referred to as the "**GRANTOR**"), and the **CITY OF TUSTIN, CALIFORNIA** and recognized as the Local Redevelopment Authority by the Office of Economic Adjustment on behalf of the Secretary of Defense for the former Marine Corps Air Station Tustin (hereinafter referred to as the "**GRANTEE**").

RECITALS

A. GRANTOR and GRANTEE have entered into the Agreement between the United States of America, acting by and through the Department of the Navy and the City of Tustin, California for the conveyance of a portion of the former Marine Corps Air Station Tustin ("MCAS Tustin"), dated the _____ day of _____, 2002 (the "Agreement"), and the Lease in furtherance of and pending conveyance by deed for portions of MCAS Tustin (the "Lease"), dated the _____ day of _____, 2002.

B. GRANTOR has the authority to Grant this Easement over GRANTOR's property under and pursuant to the Federal Property and Administrative Services Act of 1949, as amended 40 U.S.C. Section 484, and the delegation of authority to the Secretary of Defense from the Administrator of the General Services Administration (41 C.F.R. 101-47.601) and the delegation of authority from the Secretary of Defense to the Secretary of the Navy (20 F.R. 7113).

C. The Secretary of the Navy has determined that the grant of this easement on the terms and conditions set forth herein is in the public interest and will not substantially injure the

interest of the United States in the underlying real property, and that the uses permitted under its terms are consistent with the protection of human health and the environment.

NOW, THEREFORE, for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTOR does hereby grant to GRANTEE, its successors and assigns:

> A non-exclusive easement in perpetuity on, in, over and under that portion of MCAS Tustin described in Exhibit "A," attached hereto and made a part hereof (Easement Property), together with ingress and egress and the right to construct, install, operate, repair and replace a roadway and utilities within the Easement Property. To avoid conflicts with other easements and encumbrances of record, the GRANTEE shall cooperate and coordinate the exercise of its rights hereunder with all holders of easements and encumbrances of record.

To have and to hold the easements hereby granted in perpetuity unto GRANTEE.

EFFECTIVE the _____ day of _____, 2002.

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Easement, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

I-Easement 4

(Portion of Reuse Plan Disposition Site 28; portion of Carve-Out 10)

I-Easement 4

In the City of Tustin, County of Orange, State of California, being that portion of Parcel No. F10-101 and all of Parcel Nos. F10-101.1 and F10-101.2 as described in the easement to the Orange County Flood Control District recorded August 19, 1963 as Instrument No. 16739 in Book 6681, Page 721 of Official Records of said County, being a portion of Lot 189 in Block 62 of Irvine's Subdivision as shown on the map filed in Book 1, page 88 of Miscellaneous Record Maps and as shown on the map filed in Book 165, pages 31 through 39 inclusive of Records of Survey all in the office of the County Recorder of said County, lying southerly of the following described line:

Beginning at a point on the centerline of Edinger Avenue, said point being the southerly terminus of the line shown as having a bearing and distance of "North 20°02'09" West 1473.80 feet" on said Record of Survey; thence North 20°02'09" West 38.35 feet along said centerline; thence leaving said centerline South 69°57'51" West 64.26 feet to a point on the westerly line of said Edinger Avenue and the easterly line of the land described in Parcel F10-101 of the easement to the Orange County Flood Control District recorded August 19, 1963 as Instrument No. 16739 in Book 6681, Page 721 of Official Records of said County, said point being the **TRUE POINT OF BEGINNING**; thence South 51°13'17" West 88.93 feet to a point on the southeasterly line of said Parcel F10-101.

Containing 41,580 square feet or 0.95 acres, more or less.

PSOMAS

Legal Description

Exhibit "A"

I-Easement 4

(Portion of Reuse Plan Disposition Site 28; portion of Carve-Out 10)

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision



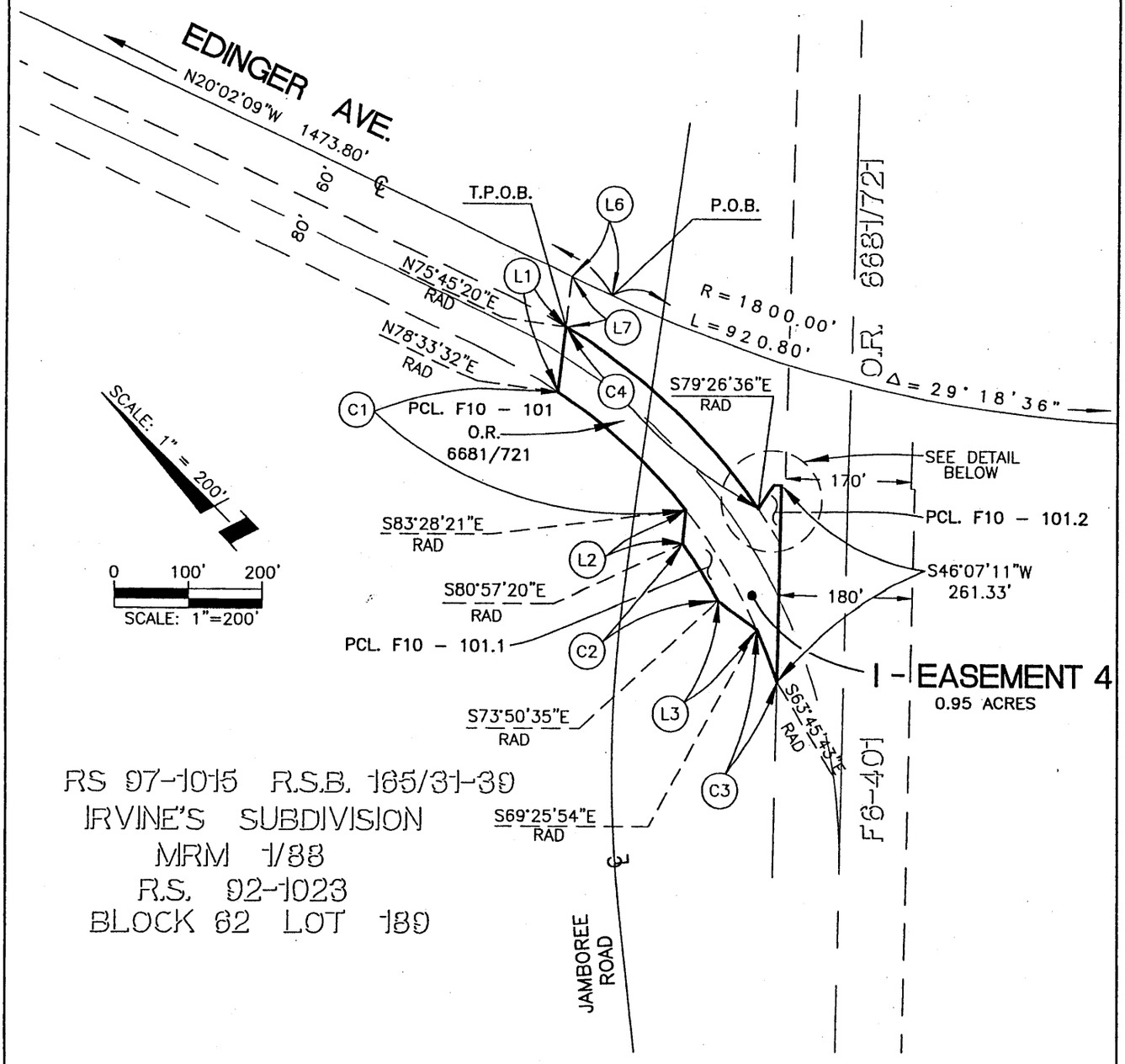
Walter A. Sheek P.L.S. 4838 — Date: May 6, 2002

Expires: 09/30/2004

APPROVED BY
CADASTRAL
DATE 5-6-02

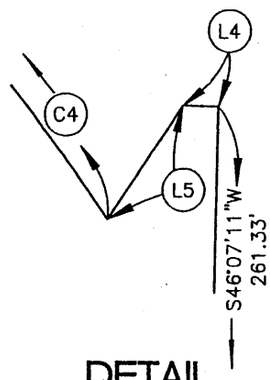
M:\2TUS010500\survey\legals\legal-parcel_I-easement-4.doc 4/26/02 2:45 AM

EXHIBIT B



Curve Table			
No.	Radius	Delta	Length
C1	755.00'	17°58'07"	236.78'
C2	725.00'	07°06'45"	90.00'
C3	755.00'	05°40'11"	74.71'
C4	835.00'	24°48'04"	361.44'

Bearing Table		
No.	Bearing	Distance
L1	N51°13'17"E	88.93'
L2	S50°29'03"W	44.23'
L3	S09°23'41"E	64.37'
L4	S43°52'49"E	10.00'
L5	N78°42'48"E	38.52'
L6	N20°02'09"W	38.35'
L7	S69°57'51"W	64.26'



DETAIL
N.T.S.

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: Parcel I-Easement 4 (Portion of Reuse Plan Disposition Site 28; portion of Carve-Out 10)

SHEET 1 OF 1

MCAS-TUSTIN

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714) 545-8883

SCALE	1"=200'
DRAFTED	JLH
CHECKED	DLW
DATE	APRIL, 2002
JOB NUMBER	2TUS010400

Plotted: 05/06/02 14:21:48 M:\2TUS010400\survey\exhibits\PL-I_EASEMENT_4.dwg Quinonn

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

EXECUTION VERSION
5/10/02

Space Above This Line Reserved for Recorder's Use

SANTA ANA/SANTA FE/EAST CONNECTOR CROSSING EASEMENT

THIS GRANT OF EASEMENT ("Easement") made the ____ day of _____, 2002, by and between the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE NAVY**, (hereinafter referred to as the "**GRANTOR**"), and the **CITY OF TUSTIN, CALIFORNIA** and recognized as the Local Redevelopment Authority by the Office of Economic Adjustment on behalf of the Secretary of Defense for the former Marine Corps Air Station Tustin (hereinafter referred to as the "**GRANTEE**").

RECITALS

A. GRANTOR and GRANTEE have entered into the Agreement between the United States of America, acting by and through the Department of the Navy and the City of Tustin, California for the conveyance of a portion of the former Marine Corps Air Station Tustin ("MCAS Tustin"), dated the _____ day of _____, 2002 (the "Agreement"), and the Lease in furtherance of and pending conveyance by deed for portions of MCAS Tustin (the "Lease"), dated the _____ day of _____, 2002.

B. GRANTOR has the authority to Grant this Easement over GRANTOR's property under and pursuant to the Federal Property and Administrative Services Act of 1949, as amended 40 U.S.C. Section 484, and the delegation of authority to the Secretary of Defense from the Administrator of the General Services Administration (41 C.F.R. 101-47.601) and the delegation of authority from the Secretary of Defense to the Secretary of the Navy (20 F.R. 7113).

C. The Secretary of the Navy has determined that the grant of this easement on the terms and conditions set forth herein is in the public interest and will not substantially injure the

interest of the United States in the underlying real property, and that the uses permitted under its terms are consistent with the protection of human health and the environment.

NOW, THEREFORE, for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTOR does hereby grant to GRANTEE, its successors and assigns:

> A non-exclusive easement in perpetuity on, in, over and under that portion of MCAS Tustin described in Exhibit "A," attached hereto and made a part hereof (Easement Property), together with ingress and egress and the right to construct, install, operate, repair and replace a roadway and utilities within the Easement Property. To avoid conflicts with other easements and encumbrances of record, the GRANTEE shall cooperate and coordinate the exercise of its rights hereunder with all holders of easements and encumbrances of record.

To have and to hold the easements hereby granted in perpetuity unto GRANTEE.

EFFECTIVE the _____ day of _____, 2002.

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Easement, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

I-Easement 5

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being that portion of Blocks 46 and 62 of Irvines's Subdivision as shown on map filed in Book 1, Page 88 of Miscellaneous Record maps, and as shown on a map filed in Book 165 pages 31 through 39 inclusive of Records of Survey, both of records of said County, being that portion of Parcel F10-101 described in the easement deed to the Orange County Flood Control District recorded August 19, 1963 as Instrument No. 16739 in Book 6681, Page 721 of Official Records of said County, described as follows:

Beginning at a point on the centerline of Edinger Avenue, as shown on said map filed in Book 165, Pages 31 through 39 inclusive of Records of Survey, records of said County, said point being the southerly terminus of the line shown as having a bearing and distance of "North 20°02'09" West 1473.80 feet" on said Record of Survey; thence North 20°02'09" West 989.12 feet along said centerline; thence leaving said centerline South 69°57'51" West 60.00 feet to a point on the westerly line of said Edinger Avenue, said line also being the easterly line of said Parcel F10-101, said point being the **TRUE POINT OF BEGINNING**; thence North 65°02'05" West 103.24 feet; thence South 69°57'54" West 7.00 feet to the westerly line of said Parcel F10-101, said westerly line being parallel with and distant 80 feet westerly from said easterly line; thence North 20°02'09" West 92.00 feet along said westerly line; thence leaving said westerly line North 69°57'54" East 7.00 feet; thence North 24°57'54" East 103.24 feet to a point on said easterly line; thence South 20°02'09" East 238.00 feet along said easterly line to the **TRUE POINT OF BEGINNING.**

Containing 12,689 square feet or 0.29 acres, more or less.

PSOMAS

Legal Description

Exhibit "A"

I-Easement 5

(Portion of Reuse Plan Disposition Site 40)

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision



Walter A. Sheek P.L.S. 4868 — Date: May 8, 2002

Expires: 09/30/2004

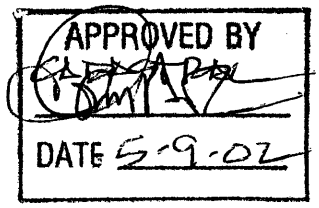
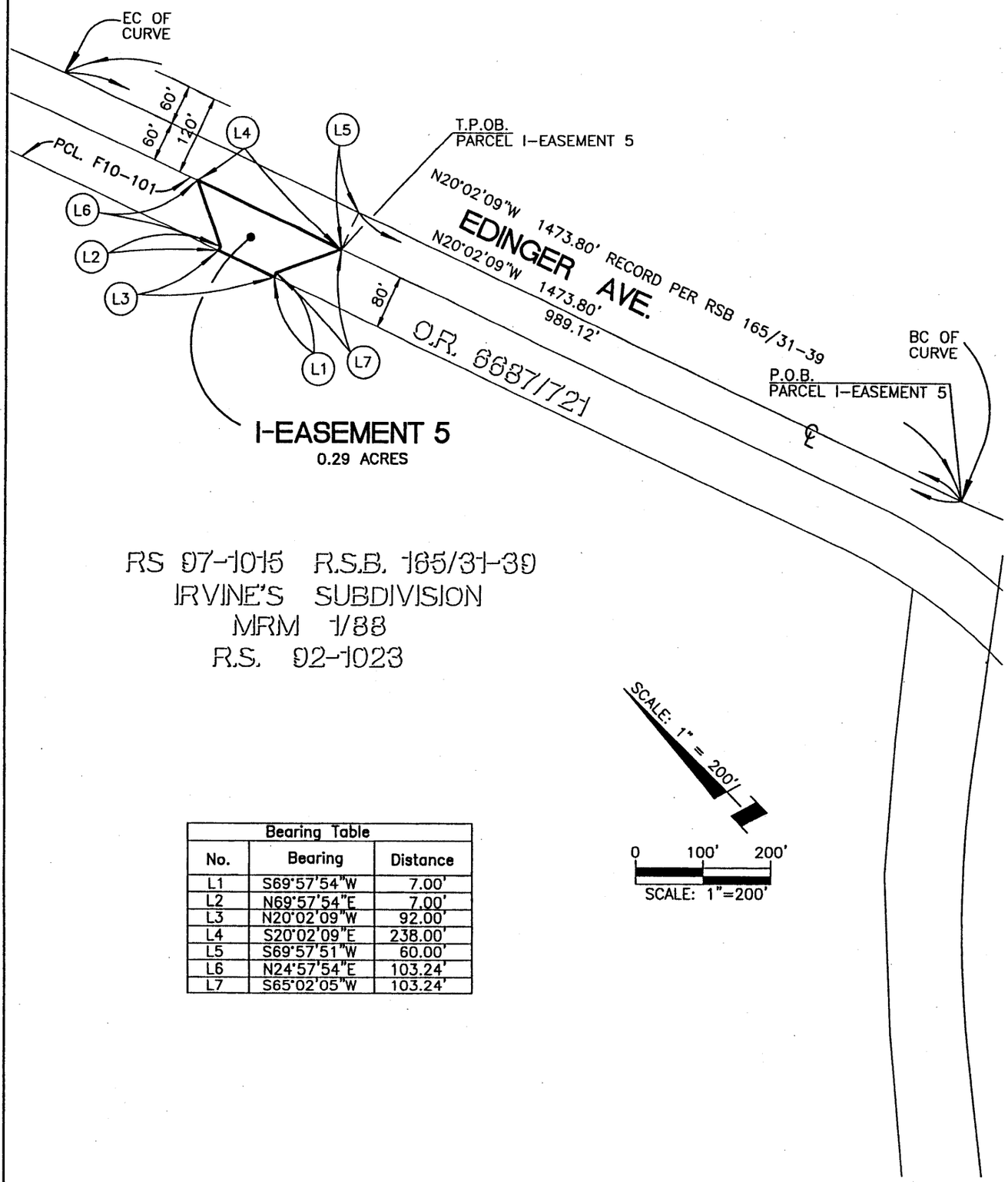


EXHIBIT B



RS 97-1015 R.S.B. 165/31-39
IRVINE'S SUBDIVISION
MRM 1/88
R.S. 92-1023

SCALE: 1" = 200'

0 100' 200'

SCALE: 1"=200'

Bearing Table		
No.	Bearing	Distance
L1	S69°57'54"W	7.00'
L2	N69°57'54"E	7.00'
L3	N20°02'09"W	92.00'
L4	S20°02'09"E	238.00'
L5	S69°57'51"W	60.00'
L6	N24°57'54"E	103.24'
L7	S65°02'05"W	103.24'

APPROVED BY
DATE 5-9-02

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

DESCRIPTION: PARCEL I-EASEMENT-5 (PORTION OF REUSE PLAN DISPOSITION SITE 40)

MCAS-TUSTIN

SHEET 1 OF 1

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax(714)545-8883

SCALE	1"=200'
DRAFTED	JLH
CHECKED	WAS
DATE	APRIL, 2002
JOB NUMBER	2TUS010400

Plotted: 05/08/02 13:36:09 W:\2TUS010400\survey\exhibits\PL-PCL_I-easement-5.dwg CNguyen

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

EXECUTION VERSION
5/10/02

Space Above This Line Reserved for Recorder's Use

BARRANCA CHANNEL/RED HILL CROSSING EASEMENT

THIS GRANT OF EASEMENT ("Easement") made the ____ day of _____, 2002, by and between the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE NAVY**, (hereinafter referred to as the "**GRANTOR**"), and the **CITY OF TUSTIN, CALIFORNIA** and recognized as the Local Redevelopment Authority by the Office of Economic Adjustment on behalf of the Secretary of Defense for the former Marine Corps Air Station Tustin (hereinafter referred to as the "**GRANTEE**").

RECITALS

A. GRANTOR and GRANTEE have entered into the Agreement between the United States of America, acting by and through the Department of the Navy and the City of Tustin, California for the conveyance of a portion of the former Marine Corps Air Station Tustin ("MCAS Tustin"), dated the _____ day of _____, 2002 (the "Agreement"), and the Lease in furtherance of and pending conveyance by deed for portions of MCAS Tustin (the "Lease"), dated the _____ day of _____, 2002.

B. GRANTOR has the authority to Grant this Easement over GRANTOR's property under and pursuant to the Federal Property and Administrative Services Act of 1949, as amended 40 U.S.C. Section 484, and the delegation of authority to the Secretary of Defense from the Administrator of the General Services Administration (41 C.F.R. 101-47.601) and the delegation of authority from the Secretary of Defense to the Secretary of the Navy (20 F.R. 7113).

C. The Secretary of the Navy has determined that the grant of this easement on the terms and conditions set forth herein is in the public interest and will not substantially injure the

interest of the United States in the underlying real property, and that the uses permitted under its terms are consistent with the protection of human health and the environment.

NOW, THEREFORE, for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTOR does hereby grant to GRANTEE, its successors and assigns:

> A non-exclusive easement in perpetuity on, in, over and under that portion of MCAS Tustin described in Exhibit "A," attached hereto and made a part hereof (Easement Property), together with ingress and egress and the right to construct, install, operate, repair and replace a roadway and utilities within the Easement Property. To avoid conflicts with other easements and encumbrances of record, the GRANTEE shall cooperate and coordinate the exercise of its rights hereunder with all holders of easements and encumbrances of record.

To have and to hold the easements hereby granted in perpetuity unto GRANTEE.

EFFECTIVE the _____ day of _____, 2002.

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy,

By:_____
William R. Carsillo
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated:_____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Easement, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By:_____
William A. Huston
City Manager

Dated:_____

Attest:

_____
Pamela Stoker
City Clerk

Approved as to Form:

_____
Lois Jeffrey, Esq.
City Attorney

PSOMAS

Legal Description

Exhibit "A"

I – EASEMENT 6

(Portion of Reuse Plan Disposition Site 40)

In the City of Tustin, County of Orange, State of California, being a portion of Block 9 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, also as shown on a map filed in Book 165, Pages 31 through 39, inclusive, of Records of Survey, all of the records of said County, described as follows:

I-EASEMENT 6

Beginning at the intersection of the southeasterly line of Red Hill Avenue (having a southeasterly half-width of 30 feet) as shown on said Record of Survey with a line that is parallel with and 60.00 feet northeasterly from the centerline of Barranca Parkway, as said centerline is also shown on said Record of Survey; thence along said southeasterly line North 40°37'53" East 50.00 feet to a line parallel with and distant northeasterly 110.00 feet, measured at right angles, from the centerline of said Barranca Parkway; thence along said parallel line South 49°19'41" East 47.00 feet to a line parallel with and distant southeasterly 77.00 feet, measured at right angles, from the centerline of said Red Hill Avenue; thence along said parallel line South 40°37'53" West 1.02 feet; thence leaving said parallel line South 04°20'54" East 69.29 feet to said line parallel with and distant northeasterly 60.00 feet, measured at right angles, from said centerline of said Barranca Parkway; thence along said parallel line North 49°19'41" West 95.98 feet to the **Point Of Beginning**.

Containing 3,549 square feet or 0.08 acres, more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

PSOMAS

Legal Description

Exhibit "A"

I – EASEMENT 6

(Portion of Reuse Plan Disposition Site 40)

Prepared under my supervision

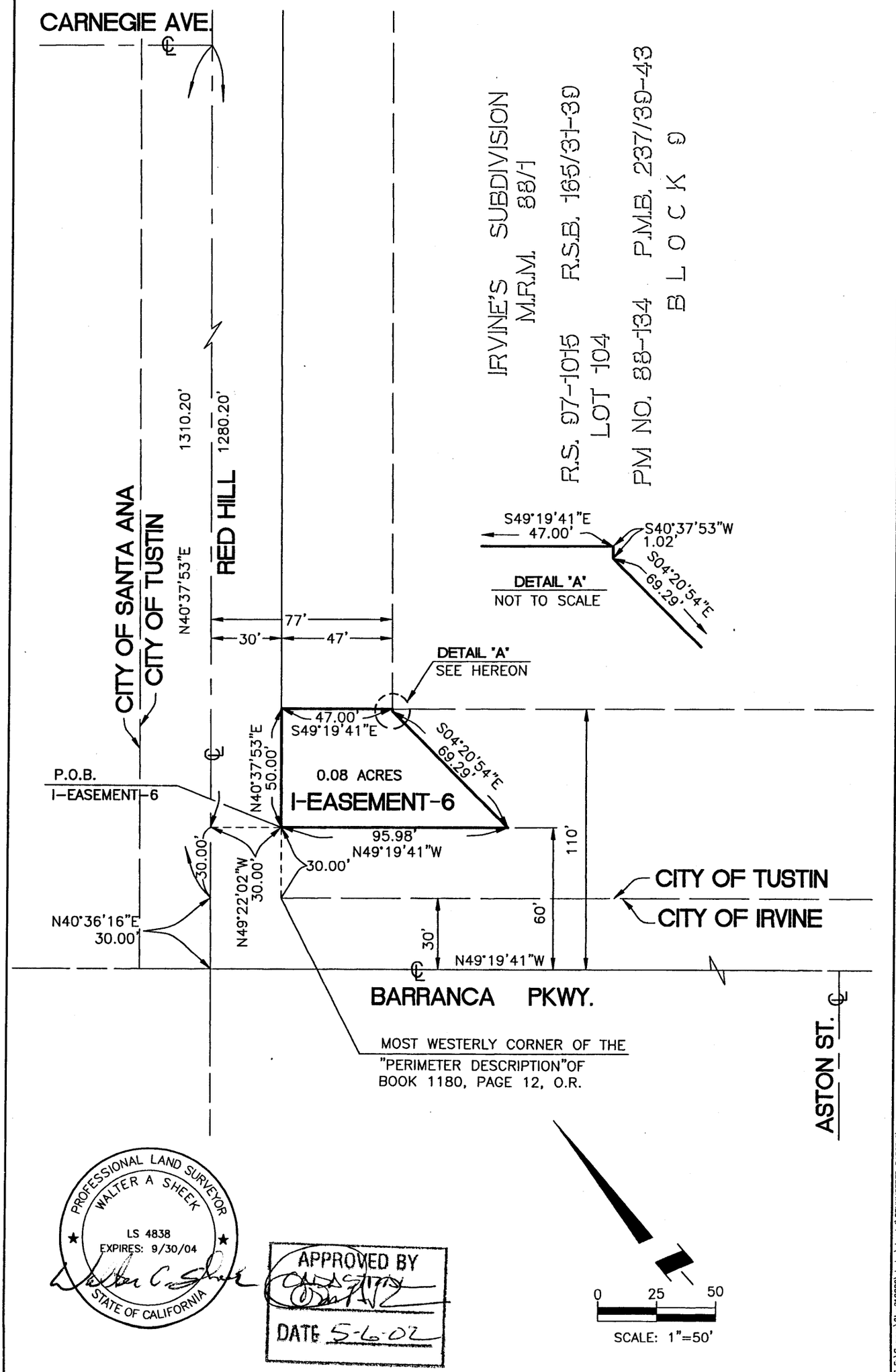
Walter A. Sheek P.L.S. 4838 May 6 2002
Walter A. Sheek P.L.S. 4838 Date



APPROVED BY
DATE 5-6-02

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5/6/02 5:29 PM

EXHIBIT B



PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

APPROVED BY
DATE 5-6-02

DESCRIPTION: I – EASEMENT 6 (Portion of Reuse Plan Disposition Site 40)	SHEET 1 OF 1	SCALE 1"=50'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax(714) 545-8883	DRAFTED CN CHECKED LS DATE APRIL, 2002 JOB NUMBER 2TUS010200 T2

Plotted: 05/06/02 16:42:06 F:\Surveys\2tus010200\design\dwgsurf\RENUMBERED PARCELS\I-easement-6.dwg CNguyen

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home.*

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

EXECUTION VERSION 5/10/02

Space Above This Line Reserved for Recorder's Use

SHORT FORM NOTICE OF AGREEMENT

THIS SHORT FORM NOTICE is entered into this _____ day of _____ 2002 ("Effective Date"), between the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (the "Government"), and the **CITY OF TUSTIN, CALIFORNIA** (the "City"), recognized as the local redevelopment authority by the Office of Economic Adjustment on behalf of the Secretary of Defense with regard to the disposition and conveyance of portions of the former Marine Corps Air Station Tustin, California. The Government and the City are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS:

1. The Government is the owner of certain real property, improvements and other rights appurtenant thereto together with all personal property thereon, located on the former Marine Corps Air Station Tustin, California ("MCAS Tustin"), that was utilized as a military installation;

2. The military installation at MCAS Tustin was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510);

3. In accordance with section 2905(b)4 of the Defense Base Closure and Realignment Act of 1990, as amended, the implementing regulations of the Department of

Defense (32 CFR Part 175), and the terms set forth in that certain *Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin* dated May ___, 2002 ("Agreement"), the Government agreed to convey and the City agreed to acquire certain portions of MCAS Tustin consisting of approximately 1162 acres of land, improvements and other rights appurtenant thereto, together with all personal property thereon and all utility distribution systems on the entire MCAS Tustin ("Property"), all as more particularly described in Exhibit A attached hereto and made a part hereof;

4. The Parties agree to this Short Form Notice which is to be recorded in order that third parties may have notice of the existence of the Agreement and the rights of the City under the Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, the execution and delivery of the Agreement by the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby state and agree as follows:

1. The Parties have executed and delivered the Agreement. Copies of the Agreement are being held by both Parties at their respective addresses.

2. The Government will convey the Property to the City and the City will acquire the Property from the Government on the terms and conditions set forth in the Agreement.

3. All of the terms, conditions, provisions and covenants of the Agreement are incorporated in this Short Form Notice by reference as though written out at length herein and the Agreement and this Short Form Notice shall be deemed to constitute a single instrument or document. The rights and obligations of the Parties shall be construed solely by reference to the provisions of the Agreement and in the event of any conflict between the provisions of the Agreement and those of this Short Form Notice, the provisions of the Agreement shall control.

4. This Short Form Notice shall inure to the sole benefit of and be binding upon the Parties and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have caused their duly appointed representatives to execute this short Form Notice as of the Effective Date set forth above.

THE UNITED STATES OF AMERICA,
Acting by and through the Department of the Navy

By: _____
WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment & Closure Office

Dated: _____

CONCUR:

_____
HANSFORD T. JOHNSON
Assistant Secretary
(Installations & Logistics)

Dated: _____

CITY OF TUSTIN

By: _____
WILLIAM A. HUSTON
City Manager

Dated: _____

CONCUR:

_____
JEFFERY M. THOMAS
Mayor

Dated: _____

Attest:

By: _____
Pamela Stoker
City Clerk

Approved as to form:

By: _____
Lois Jeffrey, Esq.
City Attorney

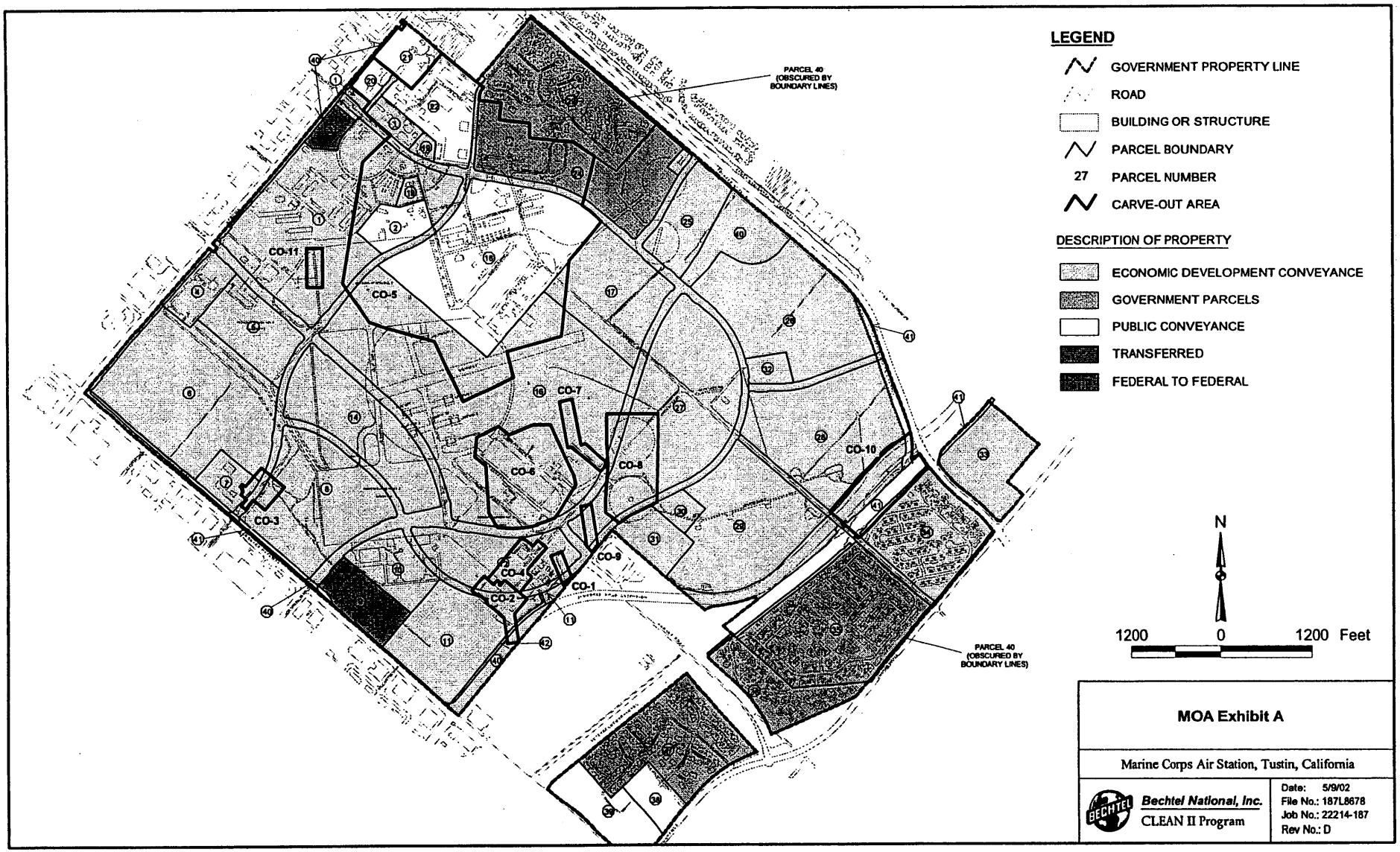

PARCEL 40
(OBSCURED BY
BOUNDARY LINES)
CO-11
CO-5
CO-7
CO-6
CO-8
CO-10
CO-3
CO-9
CO-4
CO-2
CO-1
PARCEL 40
(OBSCURED BY
BOUNDARY LINES)
LEGEND
GOVERNMENT PROPERTY LINE
ROAD
BUILDING OR STRUCTURE
PARCEL BOUNDARY
27 PARCEL NUMBER
CARVE-OUT AREA
DESCRIPTION OF PROPERTY
ECONOMIC DEVELOPMENT CONVEYANCE
GOVERNMENT PARCELS
PUBLIC CONVEYANCE
TRANSFERRED
FEDERAL TO FEDERAL
N
1200 0 1200 Feet
MOA Exhibit A
Marine Corps Air Station, Tustin, California
Bechtel National, Inc.
CLEAN II Program
Date: 5/9/02
File No.: 187L8678
Job No.: 22214-187
Rev No.: D

EXHIBIT J-1

Government Representations

William A. Huston, City Manager
City of Tustin
300 Centennial Way
Tustin, CA 92780

Dear Mr. Huston:

I have reviewed the Agreement Between the United States of America ("Government") and the City of Tustin, California for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin ("Agreement").

To the best of the Government's information, knowledge and belief, I certify that all representations of the Government set forth in the Agreement are true and correct as of the ___ day of _____, 2002, the date of the Property Closing.

Sincerely,

_____
WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment & Closure Office
Southwest Division
Naval Facilities Engineering Command

EXHIBIT J-2

City Representations

WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment & Closure Office
Southwest Division
Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, California 92132-5189

Dear Mr. Carsillo:

I have reviewed the Agreement Between the United States of America and the City of Tustin, California ("City") for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin ("Agreement").

To the best of the City's information, knowledge and belief, I certify that all representations of the City set forth in the Agreement are true and correct as of the ___ day of _____, 2002, the date of the Property Closing.

Sincerely,

_____
William A. Huston, City Manager
City of Tustin

Memorandum of Agreement
Among the
Department of the Navy, the
California State Historic Preservation Officer,
and the
Advisory Council on Historic Preservation
for the Disposal and Reuse of
Marine Corps Air Station, Tustin, Orange County, California

WHEREAS, the Department of the Navy (DoN), has determined that the disposal and reuse of Marine Corps Air Station Tustin (MCAS Tustin), pursuant to the Defense Base Closure and Realignment Act of 1990, will have an adverse effect upon Hangars 28 and 29 which were included on the National Register of Historic Places in 1975, and other elements that, when combined with Hangars 28 and 29, were determined eligible for inclusion in the National Register of Historic Places as part of a discontiguous historic district in 1996. The eligible elements include buildings 28A and 29A, mooring mats 1, 2, 3, 4, and 5, and the roads that connect these elements with Hangars 28 and 29. The district is depicted on Appendix A; and

WHEREAS, no archeological sites or deposits remain at MCAS Tustin, as documented in several surveys; and

WHEREAS, DoN received no expressions of interest from any of the approximately 100 Native American Tribes that were provided an opportunity to request excess federal property at MCAS Tustin in 1992 and 1993; and

WHEREAS, DoN consulted with the California State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (Act); and

WHEREAS, the City of Tustin, California (City), recognized by the Department of Defense as the local redevelopment authority (LRA) for MCAS Tustin, has developed a reuse plan for MCAS Tustin which may preserve Hangars 28 and 29 and buildings 28A and 29A, has participated in the consultation, has been invited to be a signatory to this Memorandum of Agreement (MOA), and has agreed to assume certain responsibilities and obligations under this Memorandum of Agreement; and

WHEREAS, the reuse plan for MCAS Tustin necessitates the demolition of the remainder of the historic district, which include mooring mats 1, 2, 3, 4, and 5, and the roads that connect these elements with Hangars 28 and 29; and

WHEREAS, the County of Orange (County) proposes to reuse Hangar 28 and building 28A for recreation and ancillary entertainment, retail, and special event uses as part of a regional park for which a public benefit conveyance through the Department of Interior, National Park Service (NPS) is proposed, and has participated in the consultation, has been invited to be a signatory to this MOA, and has agreed to assume certain responsibilities and obligations under this Memorandum of Agreement; and

WHEREAS, the Department of Interior, National Park Service (NPS), acting as the federal agency sponsoring the proposed public benefit conveyance of Hangar 28 and building 28A to

the County of Orange pursuant to 40 U.S.C. 484(k) has been invited to be a signatory to this MOA; and

WHEREAS, the California Preservation Foundation (CPF), Tustin Area Historical Society, Irvine Historical Society, Orange County Historical Society, and Heritage Orange County, Inc. were invited to participate in this consultation and have been kept informed of all consultation efforts for this MOA;

NOW, THEREFORE, DoN, the SHPO, and the Council agree that the lease, disposal and reuse of MCAS Tustin shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

In the event that disposal of MCAS Tustin is selected by the appropriate decisionmaker and memorialized in the appropriate National Environmental Policy Act (NEPA) document, DoN will ensure that the following measures are carried out:

I. HANGARS 28 AND 29 AND HISTORIC DISTRICT

A. Historic American Building Survey (HABS)

The National Park Service (NPS) has advised DoN pursuant to Section 110(b) of the Act regarding the level of HABS recordation appropriate for Hangars 28 and 29 and the discontiguous historic district. DoN shall complete the recordation prior to conveyance of any property within the discontiguous historic district and shall ensure that copies of the recordation are made available to the SHPO, the City, and to any local or other archive facilities designated by the SHPO.

B. Curation of Architectural Drawings, Photographs, and Archival Materials

Within 90 days from execution of this MOA, DoN shall donate original or reproducible copies of plans and architectural drawings and other archival materials and records, as available, concerning the layout and the buildings and structures that made up the original Navy lighter-than-air blimp facility to a local curation facility that meets the requirements of 36 CFR part 79. The City or its designee will also be provided with copies of these materials.

C. Other Measures

With the exception of Hangars 28 and 29 and buildings 28A and 29A, which are addressed in Stipulation II, upon completion of the tasks described in I.A and I.B above, no other measures will be required to mitigate adverse effects to the eligible discontiguous historic district.

II. BUILDINGS 28 AND 28A (HANGAR 28 COMPLEX) AND BUILDINGS 29 AND 29A (HANGAR 29 COMPLEX)

NPS involvement under this MOA shall be with respect to the Hangar 28 Complex only. If the Hangar 28 Complex is not conveyed to the County of Orange by NPS, NPS shall have no further responsibilities or obligation under this MOA.

As described in the LRA reuse plan for MCAS Tustin, preservation of the Hangar 28 Complex is dependent upon its marketability for economically viable adaptive uses. The County, the most likely initial transferee of the Hangar 28 Complex, does not propose to expend general fund revenues for the preservation of the Hangar 28 Complex. The County seeks to have the 85 acres surrounding, and including, the Hangar 28 Complex, be used in a manner consistent with the land uses specified in the MCAS Tustin Specific Plan/Reuse Plan and Errata, dtd October 1996, and dtd September 1998. For either a Federal Lands to Parks or Historic Monument program use, the County will seek to have part or the entire Hanger 28 Complex adaptively used by the private sector through a concession agreement.

As described in the LRA reuse plan for MCAS Tustin, preservation of the Hangar 29 Complex is dependent upon an economically viable adaptive use being identified. The City does not propose to expend local tax dollars for the preservation of the Hangar 29 Complex. The City seeks to have the parcel that includes the Hangar 29 Complex and the surrounding parcels, all defined as the Community Core (Neighborhood D), developed by private developers in accordance with the land uses specified in the MCAS Tustin Specific Plan/Reuse Plan and Errata, dtd October 1996, and dtd September 1998.

A substantive effort must be made to determine whether there is an economically viable adaptive use of the Hangar 28 Complex and the Hangar 29 Complex. DoN, SHPO, and the Council agree that this shall be accomplished through a comprehensive marketing effort for each complex that is carried out in accordance with the guidelines contained in Appendix C.

A. Marketing Efforts for Adaptive Use

1. The City/County may initiate the comprehensive marketing effort for the complexes at any time after the NEPA Record of Decision.

2. During the marketing period, the City/County and its designated representatives shall keep DoN, NPS, and SHPO apprised of the status of the marketing efforts and shall provide any written information requested by those agencies.

3. Notwithstanding the provisions of Stipulation XIV, DoN, NPS, and SHPO shall be afforded 45 days from receipt of the report required pursuant to Appendix C to determine if the marketing effort has been in compliance with the terms of this MOA or other measures agreed upon by the City/County, DoN, NPS, and SHPO.

4. If DoN, NPS and SHPO determine that the marketing effort has not complied with the terms of this MOA or other measures agreed upon by the City/County, DoN, NPS, and SHPO, DoN shall consolidate all comments and obtain agreement on a consolidated written determination. DoN shall forward this determination, including a description of the actions required to complete the marketing effort, to the City/County. If the parties cannot resolve any issue regarding the marketing effort, any party may invoke the provisions of Stipulation XI.

B. Historic Preservation Measures

1. If the marketing effort identifies an economically viable adaptive use of either of the complexes, that complex will be encumbered by a historic preservation covenant consistent with Appendix B or by other preservation restrictions acceptable to NPS and/or SHPO. In the case of the Hangar 28 Complex, these measures shall balance the needs of the adaptive use and the needs for effective operation of the Federal Lands to Parks or Historic Monument programs.

2. If NPS and/or SHPO determine that, despite a marketing effort which complies with the terms of this MOA or as agreed to by the City/County, NPS, and/or SHPO, an economically viable adaptive use of the Hangar 28 Complex and/or the Hangar 29 Complex was not identified, NPS and/or SHPO shall promptly advise DoN and notify the City/County that the mitigation measures in Stipulation III are required.

III. MITIGATION MEASURES

The County shall be responsible for completing the following mitigation measures in the event the Hangar 28 Complex is conveyed without a historic preservation covenant or restriction. The City shall be responsible for completing the following mitigation measures in the event the Hangar 29 Complex is conveyed without a historic preservation covenant or restriction. Notwithstanding these obligations, the County and City may agree to collaborate to complete a single history, exhibit and video. These measures shall be completed before any modifications to the affected hangar complex(es) may commence or the complex(es) is transferred without a covenant. If modifications conform to the items listed in Appendix D, no mitigation is required.

A. Written History –

The City/County will prepare an illustrated history report on the MCAS Tustin, with emphasis on the initial construction of the air station and its World War II Navy lighter-than-air operations. The City/County shall provide a scope of work for this report and draft reports to the DoN, SHPO, the Council, and the consulting parties for review and comment as provided in Stipulation XIV. A professional quality reproducible copy of the report will be distributed to the SHPO, DoN, County, and City.

B. Exhibit –

The City/County will prepare a professional quality illustrated interpretive exhibit with emphasis on the initial construction of the air station and its Word War II Navy lighter-than-air operations. The exhibit will be displayed in a location that will allow viewing by the public. The City/County shall develop the plans for the exhibit and provide them to the DoN, SHPO, the Council, and consulting parties for review and comment as provided in Stipulation XIV.

C. Interpretive Video –

1. The City/County shall prepare a professional quality documentary video that shall not exceed 30 minutes in length and combine still photographs, any available historic film footage, current film or video footage, oral interviews, narration, and appropriate music documenting each hangar. The City/County shall provide a concept plan for this documentary video to the DoN, SHPO, the Council, and the consulting parties for review and comment as provided in Stipulation XIV.

2. The City/County shall undertake a one-time distribution and outreach program for the documentary video. This effort will include producing, packaging, and distributing tapes for broadcast and to local public libraries, schools, and interested organizations.

IV. CARETAKER MAINTENANCE

Until the Hanger 28 and/or Hanger 29 Complexes are conveyed or leased, DoN shall protect and maintain these properties at minimum levels recommended in the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (Standards). Such activities will not require further consultation.

V. LEASING AND LICENSING ACTIVITIES

A. In order to reduce caretaker costs and/or to further the redevelopment of the installation, DoN may enter into leases and licensing agreements for properties at MCAS Tustin. All real estate leases and licensing agreements shall include provisions that the lessee or licensee shall not undertake any activity, including, but not limited to, construction, demolition, alteration or repairs (collectively "work") to the hanger complexes, except in accordance with paragraph V.B.

B. DoN shall require all lessees to submit to DoN for review and approval any proposal for work on the Hangar Complexes. Work may proceed upon written approval from DoN that the work scope conforms to the Standards. No further consultation with the SHPO or ACHP shall be required unless DoN determines that the work scope cannot be modified to conform to the Standards. If DoN determines that the work scope cannot be modified to conform to the Standards or completed work does not conform to the Standards; DoN shall immediately comply with 36 CFR §§ 800.5(d)(2) and 800.6. Any requested documentation shall be completed to the satisfaction of DoN, SHPO, and/or the Council at the expense of the lessee. It is agreed that the following will not require further consultation with the SHPO and/or ACHP, if approved by DoN: painting interior and exterior surfaces that have been previously painted in non-traditional colors for temporary uses, if there is a bonded agreement that the property will be restored to its original color scheme when the temporary use is complete.

VI. PERSONNEL QUALIFICATIONS

DoN, in cooperation with the signatories, as applicable, shall ensure that all historic preservation work pursuant to this MOA and involving the planning for and physical

rehabilitation of historic structures is carried out by or under the direct supervision of a person or persons meeting, at a minimum, the Secretary of the Interior's Professional Qualification Standards (48 FR 44738).

VII. REPORTING

DoN, in cooperation with the City and County, shall provide bi-annual status reports to all signatories and consulting parties in compliance with the MOA. DoN will notify all parties when all the terms of the MOA have been satisfied.

VIII. DISCOVERIES

The City and County shall notify the DoN as soon as practicable if it appears that redevelopment of MCAS Tustin will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The City and County shall stop construction in the vicinity of the discovery and will take all reasonable measures to avoid or minimize harm to the property until the DoN concludes consultation with the SHPO. If the newly discovered property has not previously been included in or determined eligible for inclusion in the National Register, the DoN may assume that the property is eligible for purposes of this MOA. The DoN will notify the SHPO at the earliest possible time and consult to develop actions that will take into account the effects of the undertaking. The DoN will notify the SHPO of any time constraints, and DoN, the City or County, and the SHPO will mutually agree upon time frames for this consultation. The DoN will provide the SHPO with written recommendation that take the effects of the undertaking into account. If the SHPO does not object to DoN's recommendations within the agreed upon time frame, DoN will modify the scope of work as necessary to implement its recommendations.

IX. DURATION OF MOA

This MOA shall remain in effect until all stipulations have been fulfilled as determined by DoN.

X. DEFINITION OF SIGNATORIES

DoN, SHPO, and the Council are the signatories to this MOA. These agencies have sole authority to execute, amend or terminate this agreement.

The City of Tustin, the County of Orange, and the National Park Service are "invited signatories. These agencies have assumed responsibilities in this MOA.

XI. RESOLUTION OF OBJECTIONS

Should any signatory or invited signatory object within 30 days to any action(s) provided for review pursuant to this MOA, DoN shall consult with the objecting party to resolve the objection. If DoN determines that the objection cannot be resolved, DoN shall notify the remaining parties as to the nature of the dispute and request Council participation. Within thirty

(30) calendar days after receipt of all pertinent documentation, the Council will either: (a) provide the DoN with recommendations, which the DoN shall take into account in reaching a final determination regarding the dispute; or (b) notify the DoN that it will comment pursuant to 36 CFR 800.7 with reference to the subject of the dispute. Any Council comment in response to such a request will be taken into account by DoN in accordance with 36 CFR §800.7(c)(4) with reference to the subject of the dispute. Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; the DoN's, the City's or the County's responsibility to carry out all actions under this MOA that are not the subject of the dispute will remain unchanged.

XII. PUBLIC OBJECTIONS

At any time during the implementation of the measures stipulated in this MOA should an objection be raised by a member of the public regarding the lack of compliance or violation by any party of the terms of this MOA, DoN shall take the objection into account, notify SHPO and the Council of the objection, and consult as needed with the objecting party.

XIII. AMENDMENTS TO THE MOA

Any signatory, including invited signatories, to this MOA may request that it be amended, whereupon the signatories and the consulting parties will consult in accordance with 36 CFR §800.6(c)(7) to consider such amendment. Such a request shall be supported by adequate documentation.

XIV. REVIEW AND COMMENT PROCEDURES

Whenever a Stipulation in the MOA provides for review and comment by SHPO, the Council, or consulting parties, the SHPO and consulting parties will be allowed 30 days after receipt of all pertinent documentation, and the Council will be allowed 40 days after receipt of all pertinent documentation to provide comments to the requesting party. The requesting party shall immediately forward copies of all comments received to facilitate review. The failure of any signatory or consulting party to comment within the timeframes shall not prevent the requesting party from finalizing the document provided for review. Any objections to the submitted documents or actions provided for review shall be resolved pursuant to Stipulation XIV.

XV. FAILURE TO CARRY OUT THE TERMS OF THIS MOA.

In the event that the terms of this MOA are not carried out, DoN shall notify the signatories and the consulting parties and request further comments of the Council pursuant to 36 CFR part 800. If DoN cannot carry out the terms of the MOA, neither DoN, NPS, the County, nor the City will take or sanction any action or make an irreversible commitment that would result in an adverse effect to the historic properties covered by this MOA, or that would foreclose the Council's consideration of modification or alternatives that could avoid or mitigate the adverse effect on historic properties until the commenting process has been completed.

EXECUTION OF THIS MEMORANDUM OF AGREEMENT by DoN, the SHPO, and the Council and implementation of its terms, is evidence that DoN has afforded the Council an opportunity to comment on the disposal and reuse of MCAS Tustin and its effects on historic properties and that DoN has taken into account the effects of the undertaking on historic properties.

DEPARTMENT OF THE NAVY

BY _____ Date: 11/18/99

W.G. Bowdon
Major General, U. S. Marine Corps
Commander, Marine Corps Air Bases Western Area

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: 12-6-99

Daniel Abeyta, Acting
State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY _____ Date: 12/13/99

John Fowler
Executive Director

INVITED SIGNATORIES

CITY OF TUSTIN

Approved as to Form:

_____

Lois Jeffrey
City Attorney

"City"
City of Tustin

By: _____

Christine Shingleton
Assistant City Manager

COUNTY OF ORANGE

By: _____ Date: 11/24/99

APPROVED AS TO FORM
Laurence M. Watson, County Counsel
ORANGE COUNTY, CALIFORNIA
By _____ Deputy
Date: 11/24/99

DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE

By: _____ Date: 11/29/99

Ray Murray
Planning and Partnership Team Leader
Pacific Great Basin Support Office
National Park Service

Concur:

California Preservation Foundation

By:_____ Date:_____

Tustin Area Historical Society

By:_____ Date:_____

Orange County Historical Society

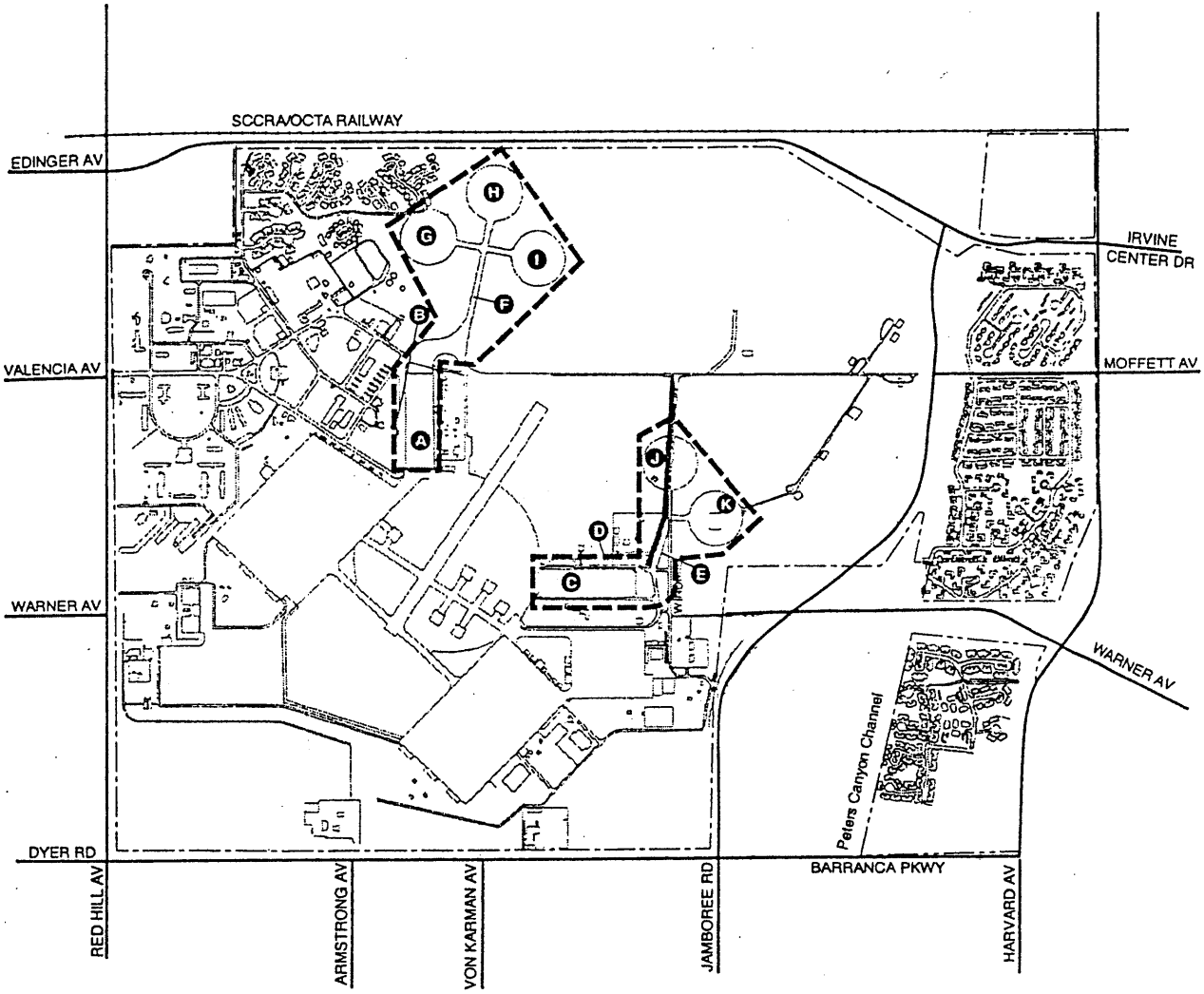
By:_____ Date:_____

Irvine Historical Society

By:_____ Date:_____

Heritage Orange County, Inc.

By:_____ Date:_____



———	REUSE PLAN BOUNDARY
- - - -	DISCONTIGUOUS HISTORIC DISTRICT
A	HANGAR #1 (BUILDING #28)
B	HELIUM TANK BUILDING (BUILDING #28A)
C	HANGAR #2 (BUILDING #29)
D	HELIUM TANK BUILDING (BUILDING #29A)
E	CONNECTION ROAD FOR MOORING MATS #4-#6
F	CONNECTION ROAD FOR MOORING MATS #1-#3
G	MOORING MAT #1
H	MOORING MAT #2
I	MOORING MAT #3
J	MOORING MAT #4
K	MOORING MAT #5
L	MOORING MAT #6 (PREVIOUSLY DEMOLISHED)



Figure 3.6-1
Discontiguous Historic District

APPENDIX B
Architectural Preservation Covenant

Grantee hereby covenants on behalf of itself, its successors and assigns, to the United States of America, acting by and through the Department of the ____, to preserve and maintain Hanger ___ and Building ___A, (hereinafter referred to as "the Buildings") located in the City of Tustin, County of Orange, State of California, more particularly described in the legal description attached hereto as Exhibit ___, in a manner that preserves and maintains the attributes that contribute to the eligibility of the Property for the National Register of Historic Places. Such attributes include exterior features (such as facades and fenestration, scale, color, materials and mass) and interior features (including the heavy timber trusses and connecting systems).

(1) The Buildings will be preserved and maintained in accordance with The Secretary of Interior's Standards for the Treatment of Historic Properties and Guidelines (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface or other action shall be undertaken or permitted to be undertaken on said property that would materially affect the integrity or appearance of the attributes described above without the prior written permission of the_____, and signed by a fully authorized representative thereof.

(2) Upon acquisition of the property, the Grantee will take prompt action secure the property from the elements, vandalism and arson, and will undertake any stabilization that may be required to prevent deterioration. Grantee will make every effort to retain or use, to the extent practicable, the Buildings.

(3) In the event that archeological materials are encountered during construction or ground-disturbance activities, work shall cease in the immediate area until the _____ is consulted and provides written permission to recommence work. Should the _____ require, as a condition of the granting of such permission, that the Grantee conduct archeological survey data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the *archeological resources* the Grantee shall at his/her/its expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the _____may specify, including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and reinterment of human remains.

(4) The Grantee will allow the_____, the City of Tustin, or their designees, at all reasonable times and upon reasonable advance notice to Grantee, to inspect the property in order to ascertain whether Grantee is complying with the conditions of this preservation covenant.

(5) The Grantee will provide the _____ with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of the property.

(6) Failure of the _____ to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the _____ or any other right or remedy or the invocation of such right or remedy at any other time.

This covenant shall be a binding on Grantee, its successors and assigns, and shall be deemed to run with the land. The restrictions, stipulations and covenants contained herein shall be inserted by Grantee, his/her/its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in the Buildings, or any part thereof.

APPENDIX C
Marketing Plan Guidelines

Preface

Generally, the purpose of the marketing plan is to provide a structured approach to the development of sufficient market information from which it can be determined whether an economically viable adaptive use for each complex exists. The term 'economically viable adaptive use' means a proposed use that maintains the historic and architectural integrity of the structure and that generates sufficient income so as not to require the infusion of local tax dollars or local public funds and provides for required "fair share" infrastructure contributions and development costs, including land acquisition at fair market value of the Hangar 29 Complex.

The marketing plan will clearly present the property and encourage an economically viable adaptive use in a manner that preserves its historic and architectural integrity. Each proposal received will be graded and ranked according to a predetermined set of criteria to ensure selection of the proposal that offers the best preservation measures for the property.

The marketing plan will be based on a two-step process. The first step (Phase 1) will involve the issuance of a Request for Expressions of Interest (REI) in a format consistent with the provisions of the plan. Those persons submitting an Expression of Interest containing the information required by the REI may be invited to participate in the second step of the process (Phase 2) and to submit a proposal in accordance with the Request for Proposals (RFP). The marketing plan will identify the criteria and rating factors that will be used by the City (Hangar 29 Complex) or County (Hangar 28 Complex) to evaluate and rank proposals received in connection with the RFP.

The City/County will submit a proposed marketing plan for said buildings to the NPS (for the Hangar 28 Complex only), DoN, SHPO and the Council for review and comment in accordance with Stipulation XIV. The marketing plan submittal shall demonstrate how the timing of the marketing effort will not inhibit the identification and implementation of an economically viable adaptive use for the complex(es).

After the City and/or County has evaluated and ranked proposals, if any, and before it takes any action thereon, the City and/or County shall submit a report to DoN, SHPO, NPS, as appropriate, and the Council for their review and comment describing the results of its marketing efforts under the plan, pursuant to Stipulation II.A.3. If the marketing efforts have not resulted in the submission of an economically viable adaptive use proposal consistent with the MCAS Tustin Specific Plan/Reuse Plan, the City and/or County submission shall include a plan of action and milestones for completion of the mitigation measures required by Stipulation III.

GUIDELINES

The Marketing Plan shall include the following:

1. An information package about the property, which shall include but not be limited to:
    - Photographs of the property.
    - A map and area description.
    - Anticipated date the property will be available for redevelopment.

- MCAS Tustin Specific Plan/Reuse Plan land use designations, zoning designations, and the LRA's goals and objectives for the property. Information on how to obtain the complete document shall be included.

- Information on the historic/architectural significance of the hangar complexes. This information shall include a thorough description of the improvements and the land area available, identifying elements and character defining features of the historic properties, which should be given special consideration in the redevelopment.

- Excerpts from the Marine Corps Condition Assessment and Economic Analysis for Reuse of the Historic Blimp Hangars that discuss the condition of the buildings. Information on how to obtain the complete document shall be included.

- For the Hangar 29 Complex only, provided that an adaptive use for the Hangar 28 Complex has been selected, sufficient information concerning that use to enable recipients to design proposals which will not unduly conflict with the redevelopment of the Hanger 28 Complex.

- Information on available financial incentives for rehabilitating historic structures, including but not limited to, the Federal Rehabilitation Tax Credit for Historic Properties, funding sources seeking participation in federal rehabilitation, tax credit projects, Mills Act, etc.

- Information on the existing infrastructure, including utility connections and services, and proposed infrastructure improvements as outlined in the MCAS Tustin Specific Plan/Reuse Plan and required 'fair share' developer infrastructure contributions.

- Information on environmental and soil conditions on the property and the presence of any hazardous materials in the vicinity of the historic property, time frame for remediation, and anticipated impacts of those remediation activities on the use of the property and buildings.

- An advertising plan and schedule, including a list of local, regional and national publications and electronic communication tools where the availability of the property will be publicized, including but not limited to, the National Association of Installation Developers.

- Information to enable parties to tour the property.

- A distribution list of entities to which the request for Expressions of Interest will be sent.

2. Expression of Interest Guidelines –

Respondents shall be required to submit the following information for consideration:

- Respondent's name, address, e-mail, telephone and fax number, type of legal entity, and resumes of all principals of the firm.

- A description, in narrative form of no more than five pages, of the site development concept and approach for use of the historic property in relation to the required land use designations in the MCAS Tustin Specific Plan/Reuse Plan, and a description of the expected effect on the integrity or appearance of the historic properties.

- For the Hangar 29 Complex only, if appropriate, a description of how the project would be compatible with the proposed use of the Hangar 28 Complex, so that it will not adversely effect its economic viability.

- A description of any additional infrastructure requirements above existing systems or identified in the MCAS Tustin Specific Plan/Reuse Plan, including utility connections and services, that would be required to operate and maintain the property in accordance with applicable codes.

- A description, including references, of previous relevant experience in ownership, development, and operation of similar projects to that being proposed.

- A list of potential funding vehicles being considered or proposed and, if available, evidence of committed resources.
- A copy of the most recent audited year-end financial statement of the respondent. This shall be submitted as 'confidential' under separate cover.
- A statement as to whether the respondent has ever filled for bankruptcy or had projects that have been foreclosed or served a notice of default. If so, provide an explanation of the circumstance when they occurred.

3. Evaluation criteria shall be developed and used to evaluate the Expressions of Interest. These criteria shall be based upon the required Expression of Interest submittal information. In addition to complying with the requirements of the REI in terms of providing information, the following list of criteria are provided for consideration:

    - Does the respondent or firm appear to have the professional experience and organization for this type of project?

    - Is the development concept compatible with the MCAS Tustin Specific Plan/Reuse Plan?

    - Does the project appear to be economically viable?

    - In the case of the Hangar 29 Complex, does the project appear to adversely effect the economic viability of reuse of the Hangar 28 Complex?

    - Can any unique infrastructure needs of the project be met?

    - Does the respondent appear to have experience in developing and operating the type of project being proposed?

    - Does the respondent appear to have experience in management operation and ownership of similar type facilities being proposed?

    - Does the respondent appear to have the financial capability to carry out the project?

4. Based upon evaluation of the Expression of Interest submittals, a short list of qualified respondents shall be provided the opportunity to submit a proposal (Phase 2). As a result of Phase 1, it may also be determined that no economically viable proposal has been presented. The marketing plan shall include the guidelines for submitting the proposals. These guidelines shall include:

a. Identification of the complete development team, including each member's role and qualifications.

b. A complete description of the development concept and program, including a detailed description of the type of improvement and changes to the property. Any changes to the integrity or appearance of the historic property shall be discussed, as well as whether the development concept and program are compatible with the land use designations in the Specific Plan/Reuse Plan.

c. Description of how the proposal is consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68).

d. Site plans, circulation plans, utility plans, and others that may be needed to describe the proposal.

e. A detailed statement of development costs, including the following:

- In the case of the Hangar 29 Complex, estimated land acquisition cost;
- A breakdown of hard costs for construction, on-site improvements, off-site improvements and other similar costs;
- A breakdown of soft costs, including professional fees, permit fees, insurance, legal fees, overhead, project management, and similar costs;
- A breakdown of financing costs, including points, fees, construction loan rates, terms, and schedule;
- Identification of sources of money for construction and permanent loans, together with a description of proposed loan terms and related security devices. The discussion should include a description of the financial incentives for rehabilitating historic structures that are proposed to be utilized.

f. A detailed development schedule for all program components. If the development is to be phased, a development proforma for each phase shall be provided as well as a combined development program for the total project.

g. In the format to be provided at a pre-proposal conference, a complete operating financial proforma will be required for the first five years of the project, and the tenth year, identifying the values and assumptions for:

- Lease rates, both gross and triple net, where applicable;
- Other potential income, such as common area maintenance assessments, common marketing assessment, etc.;
- Estimated vacancy factor;
- Estimated operating expenses, including common area maintenance costs, marketing costs, leasing commissions, utility costs (if applicable), property taxes (if applicable), as well as any reserve funds to be established.
- Debt service;

- Proposed distribution, if any, of net income among the partners and the developer;

- Committed dates to start construction expressed in elapsed time;

- All contingencies spelled out, i.e. occupancy timeshares; specific market or financing conditions which could delay the project;

- Average rates of return anticipated.

h. Letters of interest by financial institutions for providing construction and/or permanent financing. In the event a proposal includes in the income stream for the project funds from other types of sources, such as grants from government or non-profit institutions, the proposal must include statements from such sources that the requisite funds will be made available if the proposal is accepted.

i. A statement of the type of tenants envisioned for the project, any interest by primary anchor tenants and any letter of interest.

j. A statement describing the marketing strategy and leasing approach for the project. Describe the on-going management structure that will be implemented to ensure a high quality of operations and maintenance for the project.

k. A list of at least five (5) references that have knowledge of the respondent's ability to manage, operate, and develop the projects similar to the one proposed.

5. The marketing plan shall also identify the criteria that will be used to evaluate the proposals. These criteria shall be based on the information requested in the RFP requirements. These criteria should include:

- Does the proposal display adequate financial evidence that the proposed project is economically viable?

- Does the proposal present adequate evidence that the proposer has the requisite personnel who have the necessary experience and expertise to manage the project described in the proposal?

- Does the proposal present adequate evidence that the project will be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR part 68)?

- Does the proposal contain adequate evidence that the proposed project is compatible with the land use designations in the MCAS Tustin Specific Plan/Reuse Plan?

- Does the proposal present adequate evidence that the proposer has the financial capacity and means to carry out the project and provides for required "fair share" infrastructure contributions and development costs, including, in the case of the Hangar 29 Complex, land acquisition costs at fair market value?

- Does the proposal present adequate evidence that the development of all program components will be implemented in an orderly and timely manner?

KR LLP EXECUTION VERSION
3/16/00

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE UNITED STATES OF AMERICA
(THRU THE SECRETARY OF THE ARMY OR DESIGNEE)

AND

THE CITY OF TUSTIN, CALIFORNIA

USE AND DISCLOSURE OF DATA

The data in this proposal shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to this offeror as a result of or in connection with the submission of these data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the data if it is obtainable from another source without restriction. The data subject to this restriction are contained in Pages 1-14, and Exhibits A-E.

EXHIBIT L

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE UNITED STATES OF AMERICA (THRU THE SECRETARY OF THE ARMY OR DESIGNEE) AND THE CITY OF TUSTIN, CALIFORNIA

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MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE UNITED STATES OF AMERICA
(THRU THE SECRETARY OF THE ARMY OR DESIGNEE)
AND
THE CITY OF TUSTIN, CALIFORNIA

THIS MEMORANDUM OF AGREEMENT (this " Agreement") is entered into by and between the United States of America, acting by and through the Secretary of the Army, or designee (hereinafter referred to as "Army" or "Government"), and the City of Tustin, California, a municipality organized and existing under the laws of the State of California, and recognized as the Local Redevelopment Authority (hereinafter referred to as "LRA") by the Office of Economic Adjustment on behalf of the Secretary of Defense (collectively, the "Parties").

RECITALS:

WHEREAS:

1. The United States of America is the owner of certain real property, improvements, and other rights appurtenant thereto together with all personal property thereon, located in the City of Tustin, California, and commonly referred to as Marine Corps Air Station, Tustin, which was utilized as a military installation ("the Base").

2. The Base was ordered to be closed pursuant to The Defense Base Closure and Realignment Act of 1990, as amended (Pub. L. No. 101-510; hereinafter referred to as the "DBCRA"). The United States Department of the Navy ("Navy") was required to close the Santa Ana (Irvine) Naval Reserve Center, located on the Base also pursuant to the DBCRA.

3. The United States Army Reserve ("USAR") and the United States Naval Reserve ("USNR") jointly funded the Armed Forces Reserve Center ("AFRC") located at the Base. The AFRC has had an addition funded by the USAR.

4. The LRA developed a Reuse Plan pursuant to the DBCRA to redevelop the Base ("Reuse Plan").

5. Pursuant to Section 2905(b)(4) of the DBCRA, and the implementing regulations of the Department of Defense (32 CFR Parts 90 and 91), the LRA intends to apply to the Government to

obtain property on the Base through an Economic Development Conveyance (the "EDC Application") for use of the Base consistent with the Reuse Plan.

6. USAR units have been granted occupancy and use of the AFRC as a tenant by a permit from the Navy and a Host-Tenant Agreement dated 27 June 1963 (Noy(R)-61624) (amended), as noted in Exhibit E. The USAR has a continuing requirement for facilities in the geographic area to support existing and future missions.

7. In order to accommodate the LRA's reuse plans for the Base, and the Army's continued need for the AFRC, the Army and the LRA have reached an agreement whereby the Army will acquire the property from the Navy described in Exhibit A ("Property") for use as a USAR facility, in lieu of the property granted by permit to the USAR by the Navy, as described in Exhibit E.

8. The LRA and the Government desire to establish the boundaries for their respective properties so as to implement the property transfers contemplated herein and support the LRA Reuse Plan.

9. If, in the future, the LRA determines that it would be advantageous to acquire the Property through an exchange of property, the LRA may elect to make an Exchange Agreement proposal to the Army in accordance with 10 U.S.C. § 18233.

AGREEMENTS

NOW THEREFORE, in consideration of the foregoing premises and the respective representations and conditions herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Government and LRA agree as follows:

ARTICLE 1. DEFINITIONS:

When used herein, the following terms shall have the respective meanings set forth for each such term:

1.01. Agreement. This MOA, including the Exhibits attached hereto, which are incorporated herein by reference and made a part of this Agreement.

1.02. Exchange Agreement. Transfer of Government-owned property to the City of Tustin as the Federally recognized Local Redevelopment Authority, in exchange for property of equal military or other value, pursuant to Title 10 U.S.C. § 18233.

1.03. Property. The portion of the Property included in this Agreement described, by among other ways, metes and bounds to be verified by survey and legal description acceptable to the Parties all as set forth in Exhibit A. This description involves approximately 16.7 gross acres together with all buildings and improvements thereon or therein, including an eighty (80) foot strip of land consisting of an existing thirty (30) foot easement and an additional fifty (50) foot right of way for a required roadway as described in Article 3.01.

ARTICLE 2. APPLICATION AMENDMENT:

The Government and LRA hereby agree that consistent with this Agreement, the Army shall amend its request to acquire property on the Base to reflect a boundary and size as generally reflected for the Property as defined in Section 1.03 above.

ARTICLE 3. NO COST RIGHT OF WAY:

3.01. The Government shall dedicate to the LRA, at no cost to the LRA, an eighty (80) foot wide strip of land consisting of an existing thirty (30) foot easement and an additional fifty (50) foot right of way for a required roadway immediately abutting the road commonly referred to as Barranca Parkway ("Right of Way Dedication"), ~~generally in the form attached as Exhibit B~~. The Government shall provide the Right of Way Dedication to the LRA within a reasonable period of time following transfer of administrative jurisdiction over the Property from the Secretary of the Navy to the Secretary of the Army. The Right of Way Dedication granted to the LRA shall provide that if the road is not constructed within twenty (20) years, the Right of Way Dedication will automatically terminate.

3.02. The LRA shall grant to the Government, within a reasonable period of time following the recording of the Right of Way Dedication, an exclusive temporary Encroachment Permit within the existing fence line along the road commonly referred to as Barranca Parkway ("Encroachment Permit") ~~generally in the form attached as Exhibit C~~. The LRA shall, at its own expense, complete required street-widening of the road commonly referred to as Barranca Parkway ("Barranca Improvements") within the Right of Way Dedication in accordance with City of Tustin standards, and on a schedule consistent with the redevelopment of the Base. The LRA shall fund landscape improvements in accordance with City of Tustin standards along the road commonly referred to as Barranca Parkway after the completion of the Barranca Improvements ("Barranca Landscaping") at no cost or expense to the Government. The Encroachment Permit shall expire upon the completion of the Barranca Improvements and the Barranca Landscaping when the Right of Way along the road commonly referred to as Barranca Parkway becomes accessible to the public.

3.03. The LRA shall fund the relocation of facility signs, flagpole, associated electrical service and other improvements such as curbs and gutters that are located within the Right of Way Dedication. The scope of work and total cost to be incurred by the LRA shall be subject to an agreement between the Parties.

ARTICLE 4. CONSIDERATION

The Parties agree to undertake the actions specifically described herein, which the Parties accept as good and valuable consideration. This Agreement shall not require the payment of monies by any of the Parties to other Parties to the Agreement.

ARTICLE 5. FUTURE REAL PROPERTY TRANSFER/EXCHANGE

5.01. General. It is understood by the parties that the Secretary of the Army, at present, has the authority under 10 U.S.C. §18233 to enter into agreements for the exchange of certain property, without Federal screening.

5.02. Exchange. The Government acknowledges that, in the future, the LRA may wish to offer an exchange of other real property for the Property. The LRA understands and agrees the offered exchange would have to meet USAR and Government requirements and standards, and would be subject to Army approval. The LRA further understands and agrees that any future exchange offer by the LRA to the Army will be considered at the time of the offer and that the Army cannot make any commitment regarding approval at this time. Further, if the Army decides to enter into an agreement with the LRA pursuant to 10 U.S.C. §18233, the Government shall negotiate with the LRA in good faith.

5.03. Sale. The Government may choose to dispose of the Property in the future. The Government shall notify the LRA within ten (10) days of a Government decision that the Property is surplus to its needs.

ARTICLE 6. INGRESS/EGRESS

6.01. Existing Ingress/Egress. The Government shall continue to have access to the Property at all times from the road commonly referred to as Barranca Parkway.

6.02. New Access to the Property. The LRA shall provide the Government, following the completion of roadway improvements, ingress and egress to the Property from a proposed future roadway commonly referred to as Tustin Ranch Road. The Army shall apply for and gain approval from the LRA for the location and construction of such ingress/egress to Tustin Ranch Road.

6.03. Fencing. Fencing of the Property is at the discretion of the USAR, based on Army regulations and security standards. The Army shall attempt to ensure that any fencing installed on the Property is consistent with the development within the area.

ARTICLE 7. POLICE AND FIRE SERVICES:

The Government shall be responsible to coordinate with the local municipality for concurrent jurisdiction of police and fire services for the Property. The City shall provide police and fire services for the Property subject to the Government providing details of quantity and nature of all:

i) Hazardous and flammable materials on the Property in accordance with the State of California and City laws, regulations, and procedures; and

ii) Weapons located on the Property

ARTICLE 8. UTILITY SERVICES:

8.01. The Government shall be responsible for obtaining all required utility services, at its own cost and expense, from normal utility service providers.

8.02. The Government agrees to grant the City utility easements needed in the future, at no cost to the City, consistent with law and regulation and as mutually agreed to by the Parties, ~~in the form set forth in Exhibit D.~~

ARTICLE 9. DUTY TO INFORM:

The Government and LRA shall give notice to each other of any matter, which materially affects the Government's or the LRA's rights or interest in the Property, or events, which materially affect the Government's or LRA's rights or obligations herein.

ARTICLE 10. AUTHORITY:

The Government and LRA warrant to each other that each is authorized to execute and enter into this Agreement and that this Agreement is legally binding on each party subject to the terms hereof.

ARTICLE 11. GOVERNING LAW:

This Agreement and the rights of the Parties hereunder shall be interpreted in accordance with Federal law and, to the extent applicable under Federal law, the law of the State of California.

ARTICLE 12. NO JOINT VENTURE:

The Government and LRA acknowledge and agree that nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the Government and the LRA.

ARTICLE 13. COOPERATION:

This Agreement is intended to create a legally binding obligation between the Government and LRA. The Parties agree to cooperate reasonably to complete the transactions contemplated herein.

ARTICLE 14. NOTICES:

Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally (including by messenger) or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by courier, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or by messenger or two business days after deposit in the mails if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

Distribution:

If to LRA:	Ms. Christine Shingleton Assistant City Manager City of Tustin 300 Centennial Way Tustin, California 92780 (714) 573-3107
with a copy to:	George R. Schlossberg Kutak Rock Attorneys 1101 Connecticut Avenue, N.W. 10th Floor Washington D.C. 20036 (202) 828-2418

If to Army:	63D Regional Support Command P.O. Box 3001. Los Alamitos, CA 90720-1301
with a copy to:	Commander U.S. Army Reserve Command 1401 Deshler Street, S.W. Fort McPherson, GA 30330-2000
with a copy to:	Chief, Real Estate Division U.S. Army Corps of Engineers Los Angeles District P.O. Box 532711 Los Angeles, CA 90053-2325

ARTICLE 15. CONTRACT DISPUTES

The Parties agree to resolve all disputes and disagreements that may arise under this Agreement, which cannot be negotiated equitably between the Parties, in accordance with Federal laws and regulations applying to contract disputes.

ARTICLE 16. ENTIRE AGREEMENT:

This Agreement contains the entire agreement and understanding of the parties in respect to the Agreement, and may not be amended, modified, or discharged nor may any of its terms be waived except by an instrument in writing signed by the parties to be bound thereby. The parties hereto shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein.

ARTICLE 17. INTERPRETATION:

17.01. The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

17.02. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before the date of this Agreement.

17.03. Words of the masculine, feminine, or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa.

17.04. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

17.05. The terms "include," including," and similar terms shall be construed as if followed by the phrase "without being limited to."

17.06. This Agreement and any document or instrument executed pursuant hereto, may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.07. Time is of the essence of this Agreement.

17.08. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 18. FURTHER ASSURANCES:

18.01. Document Delivery. The Government shall, upon the reasonable request of the LRA shall execute, cause to be executed, acknowledged, or delivered any and all such further instruments and documents as may be necessary or proper, in order to carry out the intent and purpose of this Agreement.

18.02. Anti-Deficiency Act. This agreement does not create any obligation to pay or reimburse any funds in excess of amounts lawfully appropriated for that purpose, or to otherwise violate the Anti-Deficiency Act, 31 U.S.C. 1341.

ARTICLE 19 OFFICIALS NOT TO BENEFIT:

The LRA acknowledges that no member of, or delegate to the Congress, or resident commissioner, shall be permitted to share any part of the contract of sale, or to receive any benefit that may arise therefrom. This provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

ARTICLE 20. NON-DISCRIMINATION:

The LRA covenant for themselves, their successors and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said LRA and such successors and assigns shall not discriminate upon the basis of race, color, sex, religion, or national

origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

(SIGNATURE PAGES TO FOLLOW)

In Testimony Whereof, witness the signature of the Government, acting by and through The Secretary of the Army, United States Department of the Army, this 21st day of September, 2000.

UNITED STATES OF AMERICA

By: Paul W. Johnson
PAUL W. JOHNSON
Deputy Assistant Secretary of the Army
(Installations and Housing)

COMMONWEALTH OF VIRGINIA)
SS
COUNTY OF ARLINGTON)

The foregoing Agreement was acknowledged before me this 21st day of September 2000, by Paul W. Johnson, Deputy Assistant Secretary of the Army (Installations and Housing) on behalf of the Government, acting by and through The Secretary of the Army, United States Department of the Army

WITNESS my hand and official seal.

Laura A. Cooper

My commission expires on: 30 November 2002

In Testimony Whereof, witness the signature of the City of Tustin, California, a municipality organized and existing under the laws of the State of California, this 7th day of April, 2000.

CITY OF TUSTIN
LOCAL REDEVELOPMENT AUTHORITY

By: William A. Huston
WILLIAM A. HUSTON

STATE OF CALIFORNIA)
SS
COUNTY OF ORANGE)

The foregoing Agreement was acknowledged before me this 7th day of April, 2000, by WILLIAM A. HUSTON on behalf of the City of Tustin, the Local Redevelopment Authority.

WITNESS my hand and official seal.

Beverley White

My commission expires 5-16-03

BEVERLEY WHITE
Commission # 1216423
Notary Public - California
Orange County
My Comm. Expires May 16, 2003

DUPLICATE

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SHEET 1 OF 1

BLOCK 5651
MODULES 09,19

RECORD OF SURVEY NO. 99-1041

IN THE CITY OF TUSTIN,
COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SURVEY OF A PORTION OF BLOCK 47, IRVINE'S SUBDIVISION, M.R.M. 1/88

MAYS AND ASSOCIATES
JEFFERY L. MAYS, LS 6379
DATE OF SURVEY: MAY 5, 1999

ACCEPTED AND FILED AT THE REQUEST OF
OC SURVEYOR
DATE SEPT. 2, 1999
TIME 9:26 AM FEE $ 7.00
INSTRUMENT # 19990637073 RS
BOOK 175 PAGE 48
GARY L. GRANVILLE
COUNTY CLERK-RECORDER
BY _____ DEPUTY

COUNTY SURVEYOR'S STATEMENT:

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE LAND SURVEYOR'S ACT THIS 26TH DAY OF AUGUST, 1999

JOHN CANAS, COUNTY SURVEYOR

STATEMENT OF PURPOSE:

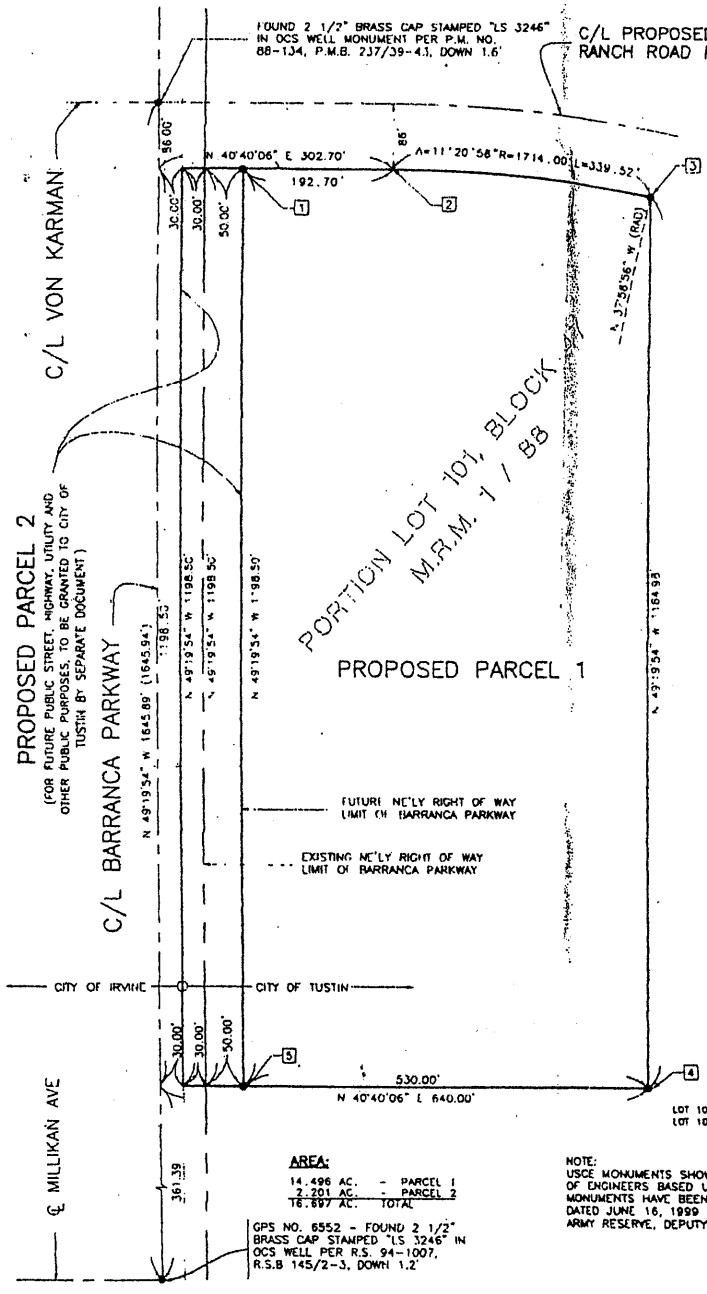
THE PURPOSE OF THIS SURVEY IS TO DOCUMENT THE POSITION OF FOUND MONUMENTATION AND TO DOCUMENT A PROPOSED FEDERAL TRANSFER OF PROPERTY FROM THE DEPARTMENT OF THE NAVY TO THE DEPARTMENT OF THE ARMY.

CITY ENGINEER'S STATEMENT OF COMPLIANCE

I HEREBY STATE THAT I HAVE EXAMINED THIS RECORD OF SURVEY PURSUANT TO SECTION 8762.5 OF THE LAND SURVEYOR'S ACT, AND THAT IT IS IN COMPLIANCE WITH THE SUBDIVISION MAP ACT, DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OR ANY APPLICABLE LOCAL ORDINANCE ENACTED PURSUANT THERETO.

TIM D. BERLET, RCE 28738
CITY ENGINEER OF TUSTIN
MY REGISTRATION EXPIRES: 09/30/02

9/30/02



MONUMENT NOTES:

1. FOUND COPPER WELD ROD TAGGED "USCE 1998" S 83°09'59" E 0.72', NO REFERENCE, REMOVED PER NOTE BELOW. SET 2" IRON PIPE TAGGED "LS 6379" AT CORNER PARCEL 1.
2. FOUND NOTHING, SET 2" IRON PIPE, TAGGED "LS 6379" AT B.C. PARCEL 1.
3. FOUND COPPER WELD ROD TAGGED "USCE 1998" S 75°21'33" E 0.54', NO REFERENCE, REMOVED PER NOTE BELOW. SET 2" IRON PIPE TAGGED "LS 6379" AT CORNER PARCEL 1.
4. FOUND COPPER WELD ROD TAGGED "USCE 1998" N 89°07'15" E 0.46', NO REFERENCE, REMOVED PER NOTE BELOW. SET 2" IRON PIPE TAGGED "LS 6379" AT CORNER PARCEL 1.
5. FOUND COPPER WELD ROD TAGGED "USCE 1998" S 79°13'04" E 0.56', NO REFERENCE, REMOVED PER NOTE BELOW SET LEAD TACK AND TAG, "LS 6379" IN FENCE POST FOOTING AT CORNER PARCEL 1.

SURVEYORS NOTE:

( ) INDICATES RECORD PER RS 97-1015 RSB 165/31-39

MONUMENT NOTES:

● - FOUND MONUMENT AS NOTED

BASIS OF BEARINGS:

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE CENTERLINE OF BARRANCA PARKWAY SHOWN AS "N 49°19'54" W" AS SHOWN ON RECORD OF SURVEY NO. 97-1015, FILED IN RECORD OF SURVEY BOOK 165, PAGES 31 THROUGH 39, INCLUSIVE.

SURVEYOR'S STATEMENT:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME, OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF MR. MARK CUTLER, 630 REGIONAL SUPPORT COMMAND, ATTN: AFRC-CCA-ENP, P.O. BOX 3001, LOS ALAMITOS, CA 90720-5005, ON MAY 5, 1999.

JEFFERY L. MAYS, L.S. 6379
MY REGISTRATION EXPIRES 12-31-02

LICENSED LAND SURVEYOR JEFFERY L. MAYS EXP. 12/31/2002 LS 6379 STATE OF CALIFORNIA

LOT 101, BLOCK 47, MRM 1/88
LOT 102, BLOCK 47, MRM 1/88

AREA:

14.496 AC. - PARCEL 1
2.201 AC. - PARCEL 2
16.697 AC. TOTAL

GPS NO. 6552 - FOUND 2 1/2" BRASS CAP STAMPED "LS 3246" IN OCS WELL PER R.S. 94-1007, R.S.B 145/2-3, DOWN 1.2'

NOTE:
USCE MONUMENTS SHOWN ABOVE WERE SET BY THE UNITED STATES ARMY CORPS OF ENGINEERS BASED UPON POSITIONS THAT HAVE BEEN REVISED. THESE MONUMENTS HAVE BEEN REMOVED AND REPLACED AS SHOWN ABOVE PER LETTER DATED JUNE 16, 1999 FROM RICHARD A. GARZA, LIEUTENANT COLONEL, U.S ARMY RESERVE, DEPUTY CHIEF OF STAFF, ENGINEER.

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