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RECORDING REQUESTED BY:
United States Department of the Navy
BRAC Program Management Office West
33000 Nixie Way, Building 50
San Diego, California 92147-5101
Attention: Amy Jo Hill
Real Estate Contracting Officer

WHEN RECORDED, MAIL TO:

Jennifer M. Rich
Remedial Project Manager
Department of Toxic Substances Control
Southern California Region
5796 Corporate Avenue
Cypress, California 90630-4732

Mary T. Aycock
Superfund Remedial Project Manager
United States Environmental Protection Agency
Region IX
75 Hawthorne Street
Mail Code SFD 8-1
San Francisco, California 94105-3901

Hope A. Smythe
Executive Officer
California Regional Water Quality Control Board
Santa Ana Region
3737 Main Street, Suite 500
Riverside, California 92501-3348

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: Former Marine Corps Air Station ("MCAS") El Toro

Installation Restoration Program ("IRP") Site 5

United States Environmental Protection Agency ("U.S. EPA") I.D. No. CA6170023208

Department of Toxic Substances Control ("Department") Site Code No. 400055

California Regional Water Quality Control Board, Santa Ana Region ("RWQCB") GeoTracker

ID No. DOD100131400

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Department of Toxic Substances Control ("Department") Site Code No. 400055
California Regional Water Quality Control Board, Santa Ana Region ("RWQCB") GeoTracker
ID No. DOD100131400

1 This Covenant and Agreement ("Covenant") is made by and between the United States of
2 America acting by and through the Department of the Navy ("DON" or the "Covenantor"), the
3 current owner of certain property (the "Property") situated in the City of Irvine, County of
4 Orange, State of California, and the State of California acting by and through the California
5 Environmental Protection Agency, Department of Toxic Substances Control ("Department") and
6 the California Regional Water Quality Control Board, Santa Ana Region ("RWQCB"). The
7 Covenantor, the RWQCB and the Department, collectively referred to as the "Parties," intend
8 that the use of the Property be restricted as set forth in this Covenant in order to protect present
9 or future human health, safety, and the environment. The Parties have determined that this
10 Covenant is reasonably necessary to protect present or future human health or safety or the
11 environment as a result of the presence on the land of hazardous material as defined in California
12 Health and Safety Code ("Health and Safety Code") Section 25260 and waste as defined in
13 Water Code Section 13050(d) and enter into this Covenant in accordance with Health and Safety
14 Code Section 25355.5, Water Code Section 13304, California Civil Code ("Civil Code") Section
15 1471, and California Code of Regulations, Title 22, Section 67391.1. The provisions of this
16 Covenant shall be for the benefit of and enforceable by the United States Environmental
17 Protection Agency ("U.S. EPA"), as a third-party beneficiary pursuant to general contract law,
18 including, but not limited to, Civil Code Section 1559.

19 In addition, pursuant to Comprehensive Environmental Response, Compensation, and
20 Liability Act ("CERCLA") Section 104 (42 United States Code ("U.S.C.") Section 9604), as
21 delegated to the Covenantor by Executive Order 12580 (as amended) ratified by Congress in 10
22 U.S.C. Section 2701, et seq., and implemented by the National Oil and Hazardous Substances
23 Pollution Contingency Plan ("NCP"), 40 Code of Federal Regulations Part 300, and
24 implementing guidance and policies, the Covenantor has also determined that this Covenant is
25 reasonably necessary to protect present or future human health or safety or the environment as
26 the result of presence on the land of hazardous substances, pollutants, and contaminants as
27 defined in CERCLA Section 101 (42 U.S.C. Section 9601).

28 The Parties therefore intend that the use of the Property be restricted as set forth in this
29 Covenant in order to protect human health and the environment.

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ARTICLE I
STATEMENT OF FACTS

1.01 The Property, which comprises the Area Requiring Institutional Controls (“ARIC”) for Installation Restoration Program (“IRP”) Site 5, is more particularly described and depicted in Exhibit A – Legal Description for the ARIC for IRP Site 5, attached hereto and incorporated herein by this reference. The ARIC totals approximately 9.710 acres. A figure depicting the ARIC and the remedy components to be protected is provided in Exhibit B – Area Requiring Institutional Controls, IRP Site 5, attached hereto and incorporated herein by this reference. Exhibit B is subject to change, provided that any such changes are limited to the area located within the ARIC for IRP Site 5; for example, wells within the ARIC for IRP Site 5 may need to be relocated, and such relocation is permissible provided that the wells are relocated within the ARIC for IRP Site 5. Notwithstanding the foregoing, no changes may be made to the boundaries of the ARIC for IRP Site 5. Any changes to Exhibit B will be documented in the DON’s Annual Operation and Maintenance and Long-Term Monitoring (“O&M/LTM”) Reports for the landfills, which includes IRP Site 5. The Property is located in the eastern portion of Former Marine Corps Air Station (“MCAS”) El Toro.

1.02 MCAS El Toro was listed on the U.S. EPA National Priorities List under CERCLA in February 1990. The Defense Environmental Restoration Program, codified as 10 U.S.C. Sections 2701–2709, gave the Department of Defense Environmental Restoration Program statutory status. In October 1990, the Covenantor entered into a Federal Facility Agreement (“FFA”) with the State of California Department of Health Services (the predecessor agency to the Department), U.S. EPA, and RWQCB. The FFA establishes a procedural framework for developing, implementing, and monitoring appropriate response actions at Former MCAS El Toro in accordance with the Resource Conservation and Recovery Act, CERCLA, and other applicable state or federal laws.

1.03 IRP Site 5 was the Perimeter Road Landfill, which operated as a cut-and-fill disposal facility and received wastes from approximately 1955 until the late 1960s. Waste was typically burned to reduce volume prior to disposal. IRP Site 5 potentially contains a variety of waste materials including municipal solid waste, cleaning fluids, scrap metals, paint residues, and unspecified fuels, oils, and solvents. Small quantities of waste impacted by radium-226 may be present, but radiological risk due to potential exposure to such waste in soil up to 18 inches

1 below ground surface has been deemed acceptable (within background for the residential
2 receptor). The medium of concern at IRP Site 5 is soil; no remedial action is required for
3 groundwater. Because of the variety of waste materials present, environmental restrictions are
4 necessary to limit access and/or activities at the Property and for protection of human health and
5 the environment.

6 1.04 In February 2008, the Covenantor issued a Final Record of Decision (“ROD”) for
7 IRP Site 5, which was concurred upon by the RWQCB and the Department. The selected remedy
8 for IRP Site 5 included capping with a flexible membrane liner (hereinafter referred to as the
9 “landfill cap” or simply “cap”), constructing a passive/active landfill gas (“LFG”) venting and
10 monitoring system, installing an environmental monitoring system (groundwater, leachate, and
11 LFG), continuing site maintenance, and establishing institutional controls (“ICs”) so as to
12 minimize contact with the waste, minimize infiltration and potential contaminant leaching to
13 groundwater, and control LFG migration. Construction of the IRP Site 5 landfill cap began in
14 September 2009. The 2-foot-thick foundation layer was completed in October 2009, and the
15 geomembrane liner, LFG collection system, and protective soil cover were in place by March
16 2010. Installation of new groundwater and LFG monitoring wells, revegetation, land surveying,
17 and installation of security fencing, gates, and locks were completed by August 2010. The
18 Remedial Action Completion Report, which was finalized in August 2012 and concurred upon
19 by the RWQCB and the Department, documents that construction activities are complete and that
20 the landfill remedy is in place, has achieved the remedial action objectives specified in the ROD,
21 and is protective of human health and the environment.

22 1.05 The ROD for IRP Site 5 specifies IC objectives to be achieved through land-use
23 controls. The Land-Use Control Remedial Design for IRP Site 5, which was finalized in
24 November 2010 as part of the Final O&M/LTM Plan and concurred upon by the RWQCB and
25 the Department, provides guidance on implementing and maintaining ICs and land-use
26 restrictions at IRP Site 5. The Final O&M/LTM Plan defines the activities and associated
27 procedures required for post-closure care of the landfill (conducted in part pursuant to California
28 Code of Regulations, Title 27, Sections 20950 and 21180) at IRP Site 5 and monitoring the
29 effectiveness of the following components of the remedial action: (1) landfill cap, (2) drainage
30 structures, (3) LFG, leachate, and groundwater monitoring systems, and (4) site security features.
31 Long-term monitoring is ongoing and has demonstrated that the remedial action continues to be

1 protective of human health and the environment. The Department of Resources Recycling and
2 Recovery (“CalRecycle”) has authority to implement and enforce Title 27 of the California Code
3 of Regulations and nothing in this Covenant shall limit or otherwise affect CalRecycle’s
4 authority under Title 27 of the California Code of Regulations.

5 1.06 The Covenantor issued Final Finding of Suitability to Transfer #8 for Carve-Outs
6 II-C, II-D-1, and II-H, Former Marine Corps Air Station El Toro, Irvine, California on 2 October
7 2015. The RWQCB and Department concurred with this document.

8 1.07 The Parties have further concluded that the Property, as remediated and when used
9 in compliance with the Environmental Restrictions of this Covenant, does not present an
10 unacceptable risk to present and future human health or safety or the environment.

11
12 ARTICLE II
13 DEFINITIONS

14 2.01 CalRecycle. “CalRecycle” shall mean the California Environmental Protection
15 Agency, Department of Resources Recycling and Recovery, and includes its successor agencies,
16 if any.

17 2.02 Covenantor. “Covenantor” shall mean the United States of America acting
18 through the DON.

19 2.03 Department. “Department” shall mean the California Environmental Protection
20 Agency, Department of Toxic Substances Control and includes its successor agencies, if any.

21 2.04 Environmental Restrictions. “Environmental Restrictions” shall mean all
22 protective provisions, covenants, restrictions, requirements, prohibitions, and terms and
23 conditions as set forth in this Covenant.

24 2.05 FFA. “FFA” shall mean the Federal Facility Agreement among the DON
25 (Covenantor), State of California Department of Health Services (the predecessor agency to the
26 Department), U.S. EPA, and RWQCB.

27 2.06 FFA Signatories. “FFA Signatories” shall mean the agencies that signed the FFA.

28 2.07 Occupant. “Occupant” shall mean any person or entity entitled by leasehold or
29 other legal relationship to the right to occupy any portion of the Property.

30 2.08 OCHCA-LEA. “OCHCA-LEA” shall mean the Orange County Health Care
31 Agency–Local Enforcement Agency and includes its successor agencies, if any.

1 EPA identification number, and RWQCB GeoTracker identification number as listed on page
2 one of this Covenant. If the Owner's property has been assigned an Assessor's Parcel Number,
3 each such Assessor's Parcel Number that covers the Property must be noted on the notice. The
4 Department and RWQCB shall not, by reason of this Covenant, have authority to approve,
5 disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by
6 administrative order.

7 3.05 Costs of Administering the Covenant to be paid by Owner. The Department and
8 RWQCB will incur costs associated with the administration of this Covenant. These costs shall
9 be paid by the Owner or on the Owner's behalf by another party pursuant to California Code of
10 Regulations, Title 22, Section 67391.1(h) and Water Code Section 13304. The Owner is
11 ultimately responsible for costs incurred pursuant to this Section 3.05 if such costs are not paid
12 by another party on the Owner's behalf.

13 3.06 Transfer of Property to Multiple Owners. The Owner shall, prior to transfer,
14 propose a mechanism for the RWQCB's and the Department's approval that will provide for
15 performance of the obligations set forth in Sections 3.05 and 4.05 of this Covenant by a single
16 entity on behalf of multiple Owners of the Property if the Property is subdivided into more than
17 two separate subparcels creating either of the following conditions: (1) there will be more than
18 two Owners of different subparcels on the Property, or (2) any of the subparcels will become a
19 common interest development as defined in Section 1351 of the Civil Code or would in any other
20 way become subject to multiple separate ownership interests. The terms of this Section 3.06 shall
21 not apply to any transfer of a portion of the Property by the City of Irvine to: (1) Heritage Fields
22 El Toro, LLC; (2) any federal, state or local agency; or (3) a non-profit conservation agency.
23 However, prior to any subsequent conveyances of the portion of the Property by Heritage Fields
24 El Toro, LLC, the federal, state or local agency, or the non-profit conservation agency (as
25 applicable), Heritage Fields El Toro, LLC, the federal, state or local agency, or the non-profit
26 conservation agency (as applicable) shall provide a mechanism for the RWQCB's and the
27 Department's approval that will provide for performance of the obligations set forth in Section
28 3.05 and 4.05 of this Covenant by a single entity on behalf of multiple Owners.

1 ARTICLE IV

2 RESTRICTIONS AND REQUIREMENTS

3
4 4.01 Prohibited Uses. The Property shall not be used for any of the following purposes
5 unless prior written approval is obtained from the Department and RWQCB:

- 6 a) A residence, including any permanent housing structure, mobile home, or factory-
7 built housing, constructed or installed for use as residential human habitation;
8 b) A hospital for humans;
9 c) A school for persons under 21 years of age; or
10 d) A day care center for children.

11 Copies of all requests to use the Property for a prohibited use shall be submitted to
12 U.S. EPA simultaneously when submitted to the Department and RWQCB. No approval may be
13 granted without notice and opportunity to comment by U.S. EPA.

14 4.02 Prohibited Activities. The following activities shall not be conducted at the
15 Property unless prior review and written approval is obtained from the Department and
16 RWQCB:

- 17 a) Construction of facilities, structures, or appurtenances; excavation; or any other
18 land-disturbing activity into or on the surface of the landfill that may involve
19 adverse impacts upon the performance of the Cap or affect the drainage and
20 erosion controls developed for the Cap;
21 b) Construction of structures within the ARIC;
22 c) Planting deep-rooted plants that have the potential to interfere with the
23 performance of the Cap in preventing infiltration (surface irrigation is not
24 prohibited);
25 d) Land-disturbing activity within the 100-foot buffer zone adjacent to the landfill
26 that may cause adverse effects upon the landfill through erosion of the surface or
27 diversion of offsite surface water runoff onto the Cap;
28 e) Removal of or damage to security features (such as locks on monitoring wells,
29 site fencing, and signs) or to survey monuments, monitoring equipment, piping, or
30 other appurtenances; or

1 f) Any activity that may alter, interfere with, or otherwise affect the integrity or
2 effectiveness of, or the access to, any investigative, remedial, monitoring,
3 operation or maintenance system (e.g., Cap, monitoring system).

4 Copies of all requests to use the Property for a prohibited use shall be submitted to
5 U.S. EPA simultaneously when submitted to the Department and RWQCB. No approval may be
6 granted without notice and opportunity to comment by U.S. EPA.

7 4.03 Access. The Department and RWQCB shall have reasonable right of entry and
8 access to the Property for inspection, monitoring, or other activities on the Property consistent
9 with the purposes of this Covenant as deemed necessary by the Department or RWQCB in order
10 to protect the public health or safety or the environment. Nothing in this instrument shall limit or
11 otherwise affect U.S. EPA's right of entry and access or its authority to take response actions
12 under CERCLA; the NCP, 40 Code of Federal Regulations Part 300 (1997) and its successor
13 provisions; or federal law. Nothing in this instrument shall limit or otherwise affect the
14 RWQCB's or the Department's right of entry and access or its authority under CERCLA; the
15 NCP, 40 Code of Federal Regulations Part 300 (1997) and its successor provisions; Chapters 6.5
16 and 6.8, Division 20 of the Health and Safety Code; Civil Code; Division 7 of the Water Code;
17 or other applicable state law.

18 4.04 Access for Implementing Operation and Maintenance. The entity or person
19 responsible for implementing the operation and maintenance activities, if any, shall have
20 reasonable right of entry and access to the Property for the purpose of implementing such
21 operation and maintenance activities until the FFA Signatories determine that no further
22 operation and maintenance activity is required.

23 4.05 Inspection and Reporting Requirements. The Owner or another party on the
24 Owner's behalf shall conduct an annual inspection and submit an Annual Compliance Certificate
25 consistent with the form attached hereto as Exhibit C to the Department and RWQCB (with
26 copies to the other FFA Signatories) for approval by 15 January of each following year. The
27 annual inspection report must include the dates, times, and names of those who conducted the
28 inspection and reviewed the annual inspection report. It also shall describe how the observations
29 that were the basis for the statements and conclusions in the annual inspection report were
30 performed (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection
31 report must detail the steps taken or to be taken to correct the violation and return to compliance.

1 If the Owner identifies any violations of this Covenant during the annual inspections or at any
2 other time, the Owner must, within 10 business days of identifying the violation: (1) notify the
3 FFA Signatories; (2) provide a written explanation indicating the specific actions inconsistent
4 with this Covenant; (3) determine the identity of the party in violation; (4) send a letter advising
5 the party of the violation of the Covenant; (5) demand that the violation cease immediately; and
6 (6) identify what efforts or measures have been or will be taken to correct those actions.
7 Additionally, copies of any correspondence related to the enforcement of this Covenant shall be
8 sent to the FFA Signatories within 10 business days of its original transmission.
9

10 ARTICLE V
11 ENFORCEMENT

12 5.01 Enforcement. Failure of the Owner or Occupant to comply with this Covenant
13 shall be grounds for the Department or RWQCB to require modification or removal of any
14 improvements (“improvements” herein shall include, among other things, all earthen fills, caps,
15 piers, structures, buildings, roads, driveways, paved parking areas, landscaping, wells, pipelines,
16 or other utilities) constructed or placed upon any portion of the Property in violation of this
17 Covenant. Violation of this Covenant by the Owner or Occupant may result in the imposition of
18 civil and/or criminal remedies including nuisance or abatement against the Owner or Occupant
19 as provided by law.

20 5.02 Enforcement Rights of U.S. EPA as a Third-Party Beneficiary. U.S. EPA, as a
21 third-party beneficiary, has the right to enforce the Environmental Restrictions contained herein.
22

23 ARTICLE VI
24 VARIANCE AND TERM

25 6.01 Variance. Any person may apply to the Department for a written variance from an
26 Environmental Restriction imposed by this Covenant. Such application shall be made in
27 accordance with Health and Safety Code Section 25223, and a copy of the application shall be
28 submitted to RWQCB and U.S. EPA simultaneously with the application submitted to the
29 Department. No variance may be granted without notice and opportunity to comment by
30 RWQCB and U.S. EPA.

1 To Department: Department of Toxic Substances Control
2 Cypress Regional Office
3 5796 Corporate Avenue
4 Cypress, California 90630-4732
5 Attention: Branch Chief
6 Site Mitigation & Restoration Program
7

8 To U.S. EPA: Ms. Mary T. Aycock
9 Superfund Remedial Project Manager
10 United States Environmental Protection Agency Region IX
11 75 Hawthorne Street, Mail Code SFD-8-1
12 San Francisco, California 94105-3901
13

14 To RWQCB: Executive Officer
15 California Regional Water Quality Control Board
16 Santa Ana Region
17 Attention: Executive Officer
18 3737 Main Street, Suite 500
19 Riverside, California 92501-3348
20

21 To CalRecycle: Manager, Closure and Technical Support Section
22 Engineering Support Branch
23 California Department of Resources Recycling and
24 Recovery (CalRecycle)
25 Mail Stop 10A-18
26 1001 I Street
27 Sacramento, California 95814
28

29 To OCHCA-LEA: Mr. Anthony Martinez
30 Program Manager, Solid Waste Local Enforcement Agency
31 Orange County Health Care Agency
32 Environmental Health
33 1241 E. Dyer Road, Suite 120
34 Santa Ana, California 92705
35

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

38 7.04 Partial Invalidity. If this Covenant or any of its terms are determined by a court of
39 competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall
40 remain in full force and effect as if such portion found invalid had not been included herein.

41 7.05 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into
42 this Covenant by reference.

1 7.06 Section Headings. The section headings set forth in this Covenant are included for
2 convenience and reference only and shall be disregarded in the construction and interpretation of
3 any of the provisions of this Covenant.

4 7.07 Representative Authority. The undersigned representative of each party to this
5 Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this
6 Covenant and to execute and legally bind that party to this Covenant.

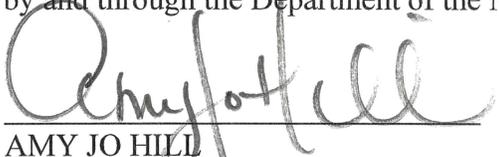
7 7.08 Statutory References. All statutory references include successor provisions.

8 7.09 Counterparts. This Covenant may be executed simultaneously in counterparts,
9 each of which shall be deemed an original, but all of which together shall constitute one and the
10 same instrument.

1 IN WITNESS WHEREOF, the Parties execute this Covenant.

2 COVENANTOR:

3
4 UNITED STATES OF AMERICA,
5 Acting by and through the Department of the Navy

6
7
8 By: 
9 AMY JO HILL
10 Real Estate Contracting Officer

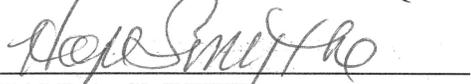
11
12 Date: 9/24/18

13
14
15 CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

16
17 By: 
18 JOHN E. SCANDURA
19 Branch Chief
20 Site Mitigation & Restoration Program

21
22 Date: September 17, 2018

23
24
25 CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SANTA ANA REGION

26
27 By: 
28 HOPE A. SMYTHE
29 Executive Officer

30
31 Date: 9/13/18

32

1 7.06 Section Headings. The section headings set forth in this Covenant are included for
2 convenience and reference only and shall be disregarded in the construction and interpretation of
3 any of the provisions of this Covenant.

4 7.07 Representative Authority. The undersigned representative of each party to this
5 Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this
6 Covenant and to execute and legally bind that party to this Covenant.

7 7.08 Statutory References. All statutory references include successor provisions.

8 7.09 Counterparts. This Covenant may be executed simultaneously in counterparts,
9 each of which shall be deemed an original, but all of which together shall constitute one and the
10 same instrument.

1 A notary public or other officer completing this certificate verifies only the
2 identity of the individual who signed the document to which this certificate
3 is attached, and not the truthfulness, accuracy, or validity of that document.
4

5
6 State of California

7 County of Riverside
8

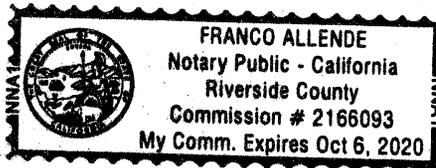
9 On September 13th, 2018 before me, Franco Allende (Notary Public)
10

11 *(space above this line is for name and title of the officer/notary),*

12 personally appeared Hope A. Smythe, who proved to
13 me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to
14 the within instrument and acknowledged to me that he/she/they executed the same in
15 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
16 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
17

18 I certify under PENALTY OF PERJURY under the laws of the State of California that the
19 foregoing paragraph is true and correct.
20

21
22 WITNESS my hand and official seal,



23
24
25
26 [Signature]
27 Signature of Notary Public

(seal)

1 A notary public or other officer completing this certificate verifies only the
2 identity of the individual who signed the document to which this certificate
3 is attached, and not the truthfulness, accuracy, or validity of that document.
4

5
6 State of California

7 County of ORANGE

8
9 On 17, SEPTEMBER 2018 before me,

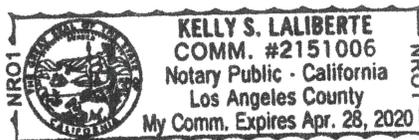
10 KELLY S. LALIBERTE, NOTARY PUBLIC

11 *(space above this line is for name and title of the officer/notary),*

12 personally appeared JOHN E. SCANDURA, who proved to
13 me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
14 the within instrument and acknowledged to me that he/she/they executed the same in
15 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
16 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
17

18 I certify under PENALTY OF PERJURY under the laws of the State of California that the
19 foregoing paragraph is true and correct.
20

21
22 WITNESS my hand and official seal,



23
24
25 Kelly S. Laliberte (seal)

26
27 Signature of Notary Public

1 A notary public or other officer completing this certificate verifies only the
2 identity of the individual who signed the document to which this certificate
3 is attached, and not the truthfulness, accuracy, or validity of that document.
4

5
6 State of California

7 County of San Diego

8
9 On September 24, 2018 before me,

10 Dorann Pons, Notary Public
11 *(space above this line is for name and title of the officer/notary),*

12 personally appeared Amy D Hill, who proved to
13 me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
14 the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
15 ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
16 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
17

18 I certify under PENALTY OF PERJURY under the laws of the State of California that the
19 foregoing paragraph is true and correct.
20

21
22 WITNESS my hand and official seal,

23
24  (seal)
25
26 Signature of Notary Public
27

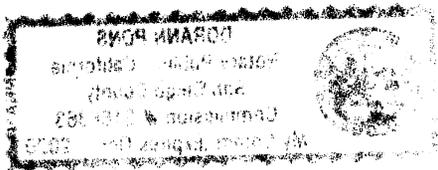


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PSOMAS

EXHIBIT A
Legal Description for the ARIC for IRP Site 5

LEGAL DESCRIPTION

A.R.I.C. PARCEL II-H

In the City of Irvine, County of Orange, State of California, being a portion of Lot 302 of Block 174 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Maps, records of said County, lying within the U.S. M.C.A.S. El Toro property, as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49, inclusive, of Records of Survey, records of said County, described as follows:

Commencing at the northeasterly terminus of that certain course in the southeasterly boundary of said property described as "North 40°38'23" East 1487.57 feet" as shown on sheet 11 of said Record of Survey; thence leaving said southeasterly boundary North 12°32'12" East 194.30 feet to the **True Point of Beginning**; thence North 83°07'54" West 375.16 feet; thence North 43°34'32" East 1274.64 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 300.00 feet, a radial line to said beginning bears South 05°58'17" East; thence northeasterly along said curve 250.34 feet through a central angle of 47°48'38"; thence North 36°13'04" East 87.19 feet; thence South 50°42'10" East 194.80 feet; thence South 15°00'35" East 10.69 feet; thence South 40°41'07" West 1335.51 feet; thence South 75°27'38" West 53.09 feet to the **True Point of Beginning**.

Containing 9.710 acres (422,961 square feet), more or less.

Subject to covenants, conditions and restrictions, rights-of-way and easements of record, if any.

As shown on exhibit attached hereto and made a part hereof.

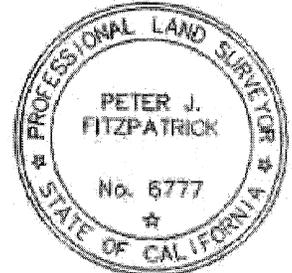
PSOMAS

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This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyor's Act.

Peter J. Fitzpatrick
Peter J. Fitzpatrick, P.L.S. 6777

Aug. 19, 2015
Date

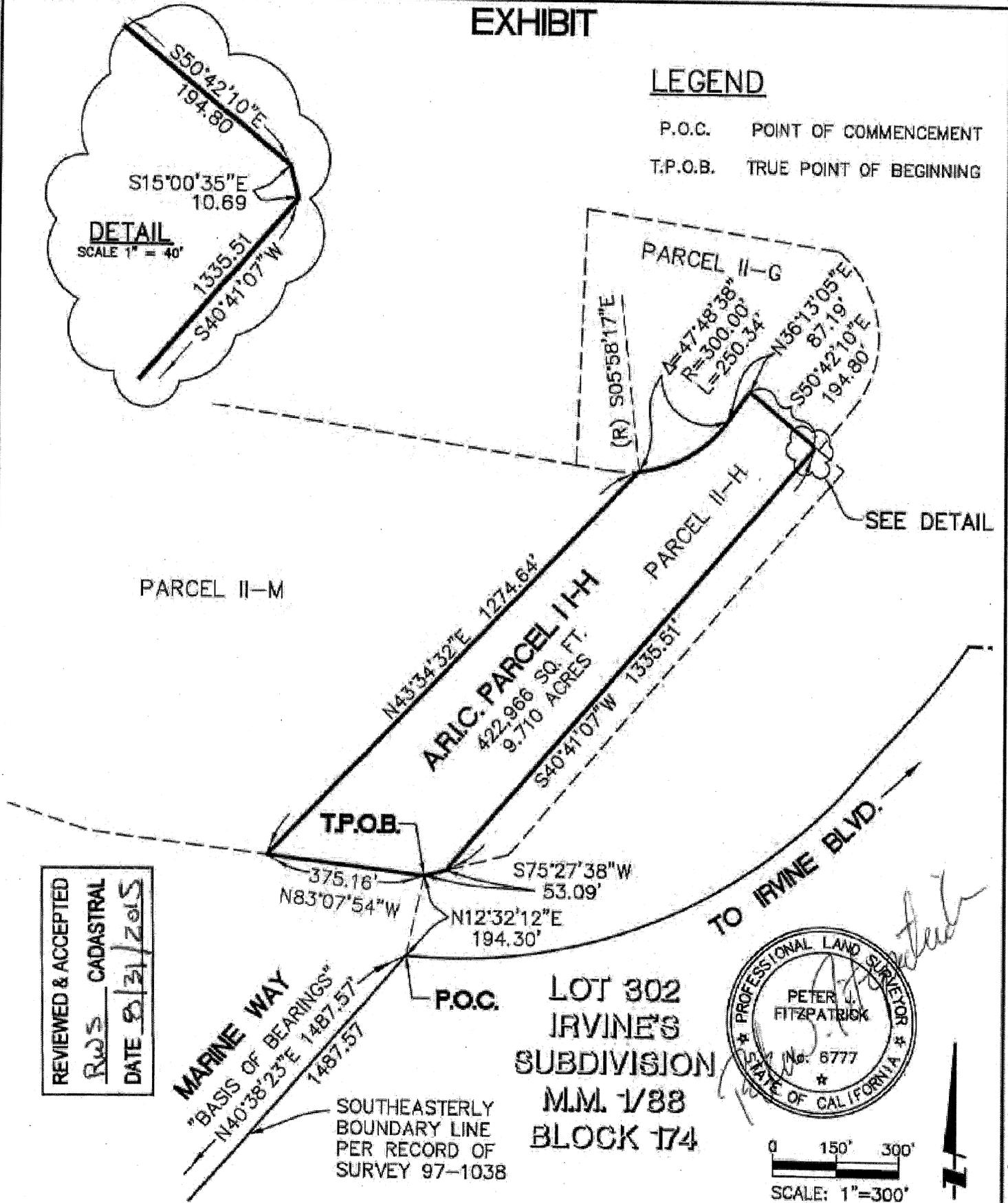
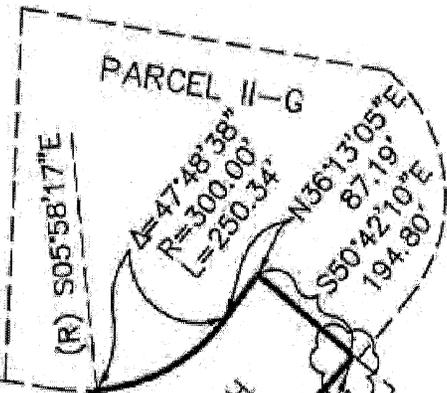
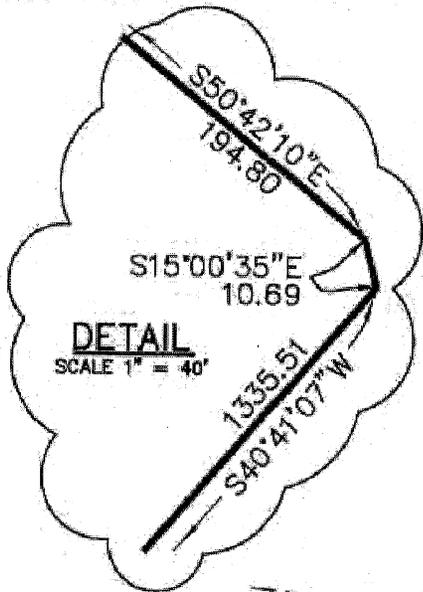


REVIEWED & ACCEPTED
RWS CADASTRAL
DATE 8/31/2015

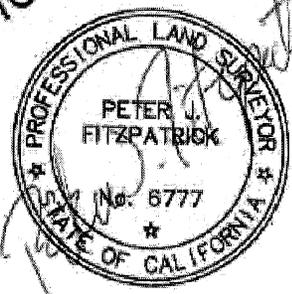
EXHIBIT

LEGEND

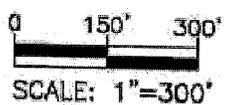
P.O.C. POINT OF COMMENCEMENT
T.P.O.B. TRUE POINT OF BEGINNING



REVIEWED & ACCEPTED
RWS CADASTRAL
DATE 8/31/2015



LOT 302
IRVINE'S
SUBDIVISION
M.M. 1/88
BLOCK 174



DESCRIPTION: That portion of Lot 302 of Block 154, in the City of Irvine, County of Orange, State of California, as shown on Irvine's Subdivision, filed in Book 1 Page 88, M.M.

MCAS-EL TORO

REV 1	4/01/15
REV 2	

SHEET 1 OF 1
PSOMAS
3 HUTTON DRIVE
SUITE 200
SANTA ANA, CA 92707
(714) 751-7373 FAX (714) 545-8883

SCALE	1" = 300'
DRAFTED	JRN
CHECKED	PJF
DATE	AUGUST 2015
JOB NUMBER	2ENVO50201

Exhibit C

Annual Compliance Certificate Installation Restoration Program Site 5 Former Marine Corps Air Station El Toro U.S. EPA I.D. Number CA6170023208

Property Owner: _____
 This evaluation is the final Navy certification just prior to site conveyance (yes or no): _____
 If for an annual inspection, this evaluation covers the period from _____ through _____

Certification Checklist

	<u>In Compliance</u>	<u>Noncompliance</u>	<u>See Comment</u>
1) Prohibited Use 1: No use of the property as a residence, including any permanent housing structure, mobile home, or factory-built housing constructed or installed for use as residential human habitation. ^{a,b}	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Prohibited Use 2: No use of the property as a hospital for humans. ^{a,b}	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Prohibited Use 3: No use of the property as a school for persons under 21 years of age. ^{a,b}	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Prohibited Use 4: No use of the property as a day care center for children. ^{a,b}	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Prohibited Activity 1: No construction of facilities, structures, or appurtenances; excavation; or any other land-disturbing activity into or on the surface of the landfill that may involve adverse impacts upon the performance of the cap or affect the drainage and erosion controls developed for the cap. ^{a,b}	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Prohibited Activity 2: No construction of structures within the Area Requiring Institutional Controls. ^{a,b}	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Prohibited Activity 3: No planting of deep-rooted plants that have the potential to interfere with the performance of the cap in preventing infiltration (surface irrigation is not prohibited). ^{a,b}	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8) Prohibited Activity 4: No land-disturbing activity within the 100-foot buffer zone adjacent to the landfill that may cause adverse effects upon the landfill through erosion of the surface or diversion of offsite surface runoff onto the cap. ^{a,b}	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9) Prohibited Activity 5: No removal of or damage to security features (such as locks on monitoring wells, site fencing, and signs) or to survey monuments, monitoring equipment, piping, or other appurtenances. ^{a,b}	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10) Prohibited Activity 6: No activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to, any investigative, remedial, monitoring, operation or maintenance system (e.g., cap, monitoring system). ^{a,b}	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11) Variance Request: Any request to use the property for a prohibited use or activity (items 1 through 10 above) was provided to DTSC, RWQCB, and U.S. EPA.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12) Conveyance Notification: Notification was provided to the Federal Facility Agreement signatories not later than 30 days after any conveyance of any ownership interest in the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13) Violation Notification: Any violations of use or activity restrictions (items 1 through 10 above) reported in writing to the Federal Facility Agreement signatories within 10 business days of discovery, including identification and notification of the party in violation, a demand that the violation cease immediately, and identification of efforts (to be) taken to correct the violation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Exhibit C (continued)

Annual Compliance Certificate
Installation Restoration Program Site 5
Former Marine Corps Air Station El Toro
U.S. EPA I.D. Number CA6170023208

Comments:

Certification:

I, the undersigned, hereby certify that the above-described land use and activity restrictions have been complied with for the period noted. Alternately, any known deficiencies and completed or planned actions to address such deficiencies are described in the attached Explanation of Deficiencies.

Signature

Date

Notes:

^aAny person may apply for a variance or removal of a land use or activity restriction imposed by the Covenant to Restrict Use of Property for Installation Restoration Program Site 5 in accordance with California Health and Safety Code Sections 25223 and 25224.

^bThe property owner may apply for a variance or removal of a land use or activity restriction contained in the Quitclaim Deed pursuant to the variance and termination provisions therein.

Submittal:

Mail or e-mail completed form(s) to the U.S. Department of the Navy, U.S. Environmental Protection Agency, California Department of Toxic Substances Control, California Regional Water Quality Control Board (Santa Ana Region), and California Department of Resources Recycling and Recovery by 15 January of each calendar year for inspections completed for the preceding calendar year.

United States Department of the Navy
BRAC Program Management Office West
33000 Nixie Way, Building 50
San Diego, CA 92147
Attention: Director

Department of Toxic Substances Control
Cypress Regional Office
5796 Corporate Avenue
Cypress, CA 90630-4732
Attention: Branch Chief, Brownfields and
Environmental Restoration Program

Ms. Mary T. Aycock
Superfund Remedial Project Manager
U.S. Environmental Protection Agency Region IX
75 Hawthorne Street, Mail Code SFD-8-1
San Francisco, CA 94105-3901

Ms. Hope A. Smythe, Executive Officer
California Regional Water Quality Control Board
Santa Ana Region
3737 Main Street, Suite 500
Riverside, CA 92501-3348

Manager, Closure and Technical Support Section
Engineering Support Branch
California Department of Resources Recycling and
Recovery (CalRecycle)
Mail Stop 10A-18
Sacramento, CA 95814

DEPARTMENT OF TOXIC
SUBSTANCES CONTROL
OCT 31 2018
DATE RECEIVED
CYPRESS OFFICE