

*McCLELLAN  
01/10/06*

**NET LEASE AGREEMENT**

**By and Between**  
**McCLELLAN BUSINESS PARK LLC,**  
a Delaware limited liability company

**and**

**SACRAMENTO POLICE DEPARTMENT,**  
on behalf of the City of Sacramento

**CITY**  
**AGREEMENT NO. 2006-1088**

**CITY** 2006-1088  
**AGREEMENT NO. \_\_\_\_\_**

*McCLELLAN BUSINESS PARK*

McCLELLAN PARK  
STANDARD FORM  
NET LEASE AGREEMENT  
(With Airfield Use)

DUPLICATE  
ORIGINAL

THIS STANDARD FORM NET LEASE AGREEMENT ("**Lease**"), dated for reference purposes only as September 26, 2006 ("**Lease Date**"), is made by and between **McCLELLAN BUSINESS PARK LLC**, a Delaware limited liability company ("**Landlord**"), and **SACRAMENTO POLICE DEPARTMENT** on behalf of the City of Sacramento ("**Tenant**").

Witnesseth

1. Premises

1.1 Property. Landlord has the right to lease certain improved real property located within McClellan Park ("**McClellan**" or "**Property**"), McClellan, California ("**State**"), which is more particularly described in Exhibit A-1 attached hereto.

1.2 Premises. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations contained herein, to be paid, kept and performed by Tenant, leases and rents to Tenant, and Tenant hereby leases and takes from Landlord upon the terms and conditions contained herein, the "**Premises**," which consists of (i) approximately four thousand twenty (4,020) rentable square feet of space located within Building 732-A1, 4843 Kilzer Avenue, McClellan, California 95652 ("**Hangar**"), and (ii) approximately one thousand seven hundred fifty-four (1,754) rentable square feet of space located in Building 632, 4835 Forcum Avenue, McClellan, California 95652 ("**Office**"), which measurements are binding and conclusive upon the parties hereto. The Premises is described in Exhibit A-2, and the buildings ("**Buildings**") in which the Premises is located is described in Exhibit A-3 attached hereto.

1.3 Common Areas. In addition to the Premises, subject to the Rules and Regulations (as hereinafter defined), Tenant may use those certain common areas to be designated by the Landlord from time to time on the Property; such areas shall include, but not be limited to, Parking Areas (as hereinafter defined), access roads and facilities, interior corridors (if applicable), sidewalks, driveways and landscaped and open areas (collectively, the "**Common Areas**"). The use of the Common Areas shall be for the non-exclusive use of Tenant and Tenant's employees, agents, suppliers, customers and patrons, in common with Landlord and all other tenants of the Property and all such other persons to whom Landlord has previously granted, or may hereinafter grant, rights of usage; provided that such nonexclusive use shall be expressly subject to such Rules and Regulations (as hereinafter defined) which may be amended by the Landlord from time to time. Tenant shall not be entitled to use the Common Areas for storage of goods, vehicles, refuse or any other items. Landlord reserves the right to alter, modify, enlarge, diminish, reduce or eliminate the Common Areas from time to time in its sole discretion.

1.4 Parking Areas. In addition to the Premises, subject to the Rules and Regulations, Tenant and Tenant's employees, agents, suppliers, customers and patrons, in common with Landlord and all other tenants of the Property/McClellan and all such other persons to whom Landlord has previously granted, or may hereinafter grant, rights of usage, shall have the non-exclusive right to use, for parking purposes, the parking area ("**Parking Area**") identified in Exhibit A-4 attached hereto, for up to a maximum of four (4) parking spaces, as such may be adjusted from time to time by Landlord.

1.5 Airfield Use. Subject to (i) the Airport Requirements (as hereinafter defined), (ii) any and all applicable federal, state or municipal laws, statutes and ordinances, which includes, but is not limited to, requirements of the Federal Aviation Agency, as such exist from time to time, (iii) prudent industry practices, as reasonably determined by Landlord and/or any governmental and/or quasi-governmental authority, (subsection (i), (ii) and (iii) are collectively referred to as the "**Airfield Compliance Obligations**"), Tenant shall have the non-exclusive right to utilize the McClellan airfield ("**Airfield**"), as described on Exhibit A-5 attached hereto, for the Airfield Use (as hereinafter defined).

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2. Term.

2.1 Term. The term of the Lease shall be for three (3) years and zero (0) months beginning on the Commencement Date (the "**Term**"), unless extended or sooner terminated pursuant to the terms of this Lease. The term "**Lease Year**" as used herein shall mean any three hundred sixty-five (365) consecutive day period beginning on the Commencement Date or any anniversary thereafter.

2.2 Commencement Date. The term "**Commencement Date**" as used herein shall mean:

A. The term "**Commencement Date**" as used herein shall mean October 1, 2006 ("**Anticipated Commencement Date**"). Landlord shall construct certain improvements ("**Tenant Improvements**") within the Premises in accordance with the "**Work Letter Agreement**" attached hereto as Exhibit B, which construction shall be completed prior to or after the Commencement Date, subject to delays caused by Force Majeure Event.

B. Within thirty (30) days after the Lease Commencement Date, Landlord and Tenant shall execute a certification ("**Declaration of Lease Commencement**") setting forth the Lease Commencement Date and the expiration date of the term of the Lease, which shall be in the form attached hereto as Exhibit C. For the purpose of this Lease, "**Force Majeure Event**" shall mean any delays beyond the reasonable control of Landlord, such as acts of God, fire, earthquake, acts of a public enemy, riot, insurrection, unavailability of materials, governmental restrictions on the sale of materials or supplies or on the transportation of such materials or supplies, strike directly affecting construction or transportation of materials or supplies, shortages of materials or labor resulting from government controls, weather conditions, unavailability of possession of the Premises due to governmental action or inaction, or any other cause or events beyond the reasonable control of Landlord. If Landlord is unable to deliver possession of the Premises by the Anticipated Commencement Date, plus any extension due to a Force Majeure Event(s), this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, and the expiration date of the term of this Lease shall be extended for such delay; but in such event, Tenant shall not be liable for any rent until the Lease Commencement Date; provided, however if such delays were caused or attributable to the Tenant, rent shall commence as of the scheduled Lease Commencement Date.

C. In the event that Landlord permits Tenant to occupy the Premises prior to the Commencement Date, such occupancy shall be subject to all the provisions of this Lease, which includes, but is not limited to, payment of Base Rent and Utilities/Services (as such terms are hereinafter defined).

3. Base Rent

3.1 Base Rent. Rent shall be due and payable in lawful money of the United States in advance on the first day of each month after the Commencement Date. Rent for any period during the Term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved. Tenant shall pay the first full month's Base Rent and any other charges upon execution of this Lease. Tenant shall pay to Landlord as base rent ("**Base Rent**") for the Premises, without notice or demand and without abatement, deduction, offset or set off, the following sums:

(a) Building 732-A1: \$2,211.00 per month beginning on the Commencement Date and continuing for months 1 through 12 following the Commencement Date, and

(b) Building 632: \$1,315.50 per month beginning on the Commencement Date and continuing for months 1 through 12 following the Commencement Date for a total Base Rent amount of \$3,526.50.

(c) Commencing on the first day of the thirteenth (13<sup>th</sup>) month following the Commencement Date, and on each annual anniversary thereafter, Base Rent shall be increased by the amount of three percent (3.00%) of the Base Rent then in effect.

3.2 Airfield Use Fee. In accordance with the Airfield Requirements, in addition to the Base Rent and any other amounts due under this Lease, for each aircraft ("**Aircraft**") of Tenant, its agents, employees, contractors,

customers, and invitees that land at the Airfield, Tenant shall pay Landlord an Airfield Usage Fee ("**Airfield Use Fee**") in accordance with a usage fee ordinance to be adopted by the County of Sacramento, as such is amended from time to time ("**Airfield Fee Schedule**"), which rate shall be subject to adjustments mandated by applicable governmental authorities. Such fees shall be payable on a monthly basis concurrent with payments of Base Rent. In addition to records that may be maintained by Landlord, Tenant shall keep a written record of the total usage of the Airfield throughout the Term and with each payment of the Airfield Use Fee shall provide Landlord with a written summary of the total usage for the applicable month. Landlord shall have the right to audit such records upon two (2) business day written request. The Airfield Use Fee shall not be applicable to any Aircraft which utilize the Premises for its permanent base of operation, referred to as "**Resident Aircraft;**" provided, however, such limitation shall not alter any amounts payable by Tenant pursuant to Section 3.3 below. In the event that the named Landlord assigns its interest under this Lease, the County of Sacramento shall retain the right to collect (or designate a third party to collect) the Airfield Use Fee pursuant to the provisions of this Lease. Notwithstanding the foregoing, until such time as such Airfield Use Fee ordinance is adopted by the County of Sacramento, Tenant shall not be charged an Airfield Use Fee.

3.3 Airfield Related Charges. The parties acknowledge that the formulation for the Base Rent, Additional Rent and other amounts payable under this Lease, is predicated on Tenant paying Landlord, on a monthly basis, for the first twelve (12) months following the Commencement Date, Airfield related charges of Five Hundred Seventy-Seven and 40/100ths Dollars (\$577.40) ("**Airfield Related Charges**") (based upon ten cents (10¢) per rentable square foot of the Premises), which amount shall be increased on the first day of the thirteenth (13<sup>th</sup>) month following the Commencement Date by the greater of (i) three percent (3.00%) of the Airfield Related Charges in effect immediately prior to such adjustment date, or (ii) the increase in the CPI Index (As used in the foregoing lease agreement the "CPI Index" shall refer to the Urban Wage Earners and Clerical Workers in San Francisco-Oakland CPI) for the previous twelve (12) month period reported at such time. On or before the fifteenth (15<sup>th</sup>) of each calendar month during the Term, to the extent that Tenant has not paid Landlord Airfield Use Fees (which includes the period during which such fees are not authorized pursuant to Section 3.2 above) during the previous calendar month equal to the Airfield Related Charges, Tenant shall pay Landlord an amount equal to such shortfall amount, hereinafter referred to as the "**Airfield Equalization Payment.**" If Tenant has paid Landlord Airfield Use Fees in excess of the Airfield Related Charges for a particular calendar month, such payment in excess of the Airfield Related Charges shall not be subject to rebate and/or further adjustment.

3.4 Place of Payment. All payments under this Lease to be made by Tenant to Landlord shall be made payable to, and mailed or personally delivered to Landlord at the following address or such other address(es) of which Landlord may notify Tenant from time to time: McClellan Business Park, Post Office Box 588, North Highlands, California 95660-0588.

3.5 Late Payment. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent (as hereinafter defined) pursuant to this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of rent or other payment under this Lease is not received by Landlord, on or before the fifth (5th) day of the month in which such rent or other payment is due, Tenant shall pay a late charge equal to five percent (5.00%) of such overdue amounts. Tenant shall also be responsible for a service fee equal to Fifty and No/100ths Dollars (\$50.00) for any check returned for insufficient funds together with such other costs and expenses as may be imposed by Landlord's bank. Upon the assessment of a late charge, Landlord may require that all future payments of rent be made by cashier's check. The payment to and acceptance by Landlord of such late charge shall in no event constitute a waiver by Landlord of Tenant's default with respect to such overdue amounts, nor prevent Landlord from exercising any of the other rights and remedies granted at law or equity or pursuant to this Lease.

3.6 Interest. Notwithstanding any other provisions of this Lease, any installment of rent or other amounts due under this Lease not paid to Landlord when due shall bear interest from the date due or from the date of expenditure by Landlord for the account of Tenant, until the same have been fully paid, at a rate per annum which is equal to the Prime Rate, plus two (2) percentage points, but not to exceed the highest rate permitted under applicable law. The payment of such interest shall not constitute a waiver of any default by Tenant hereunder.

4. [Intentionally Deleted]

5. Additional Rent

5.1 Definitions.

- (a) **"Additional Rent"** shall mean Tenant's Share of the Project Expenses.
- (b) **"Common Expenses"** shall mean the aggregate amount of the total costs and expenses paid or incurred by Landlord in any way connected with or related to the operation, repair, replacement, refurbishment, providing utilities, and maintenance of the Common Areas, the Buildings and the Property. Such costs shall include managerial fees (not to exceed five percent (5.00)% of the gross rental income from the Property per 12 month period) and administrative expenses related to the Property (not exceed ten percent (10.00%) of the Common Expenses per 12 month period). The computation of Common Expenses shall be made in accordance with generally accepted accounting principles. Landlord, from time to time, shall have the right, for the purpose of calculating Common Expenses to increase/decrease the **"Common Areas"** and **"Property"** to include/exclude certain designated areas within McClellan.
- (c) **"Computation Year"** shall mean each twelve (12) consecutive month period commencing January 1 of each year during the Term, provided that Landlord, upon notice to Tenant, may change the Computation Year from time to time to any other twelve (12) consecutive month period and, in the event of any such change, Tenant's Share of Project Expenses shall be equitably adjusted for the Computation Years involved in any such change.
- (d) **"Insurance Expenses"** shall mean the aggregate amount of the cost of fire, extended coverage, boiler, sprinkler, public liability, property damage, rent, earthquake, terrorism, and other insurance obtained by Landlord in connection with the Property, including insurance required pursuant to Section 14.1 hereof, and the deductible portion of any insured loss otherwise covered by such insurance.
- (e) **"Project Expenses"** shall mean and include Taxes, Insurance Expenses and Common Expenses.
- (f) **"Rent"** or **"Rent"** shall mean the total of all sums due to Landlord from Tenant hereunder, including but not limited to Base Rent, Additional Rent, Utilities/Services, and all other fees and charges owed to Landlord as well as all damages, costs, expenses, and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, and, in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent. Expenses shall be adjusted to reflect a ninety-five percent (95.00%) occupancy of the Property during any period in which the Property is not at least ninety-five percent (95.00%) occupied.
- (g) **"Rentable Area of the Buildings"** shall mean 5,774 agreed rentable square feet, which measurement is binding and conclusive upon the parties. Landlord, from time to time, shall have the right to (i) increase/decrease the number of Buildings within McClellan utilized in arriving at the square footage calculation set forth in this Section, or (ii) segregate McClellan into separate districts based upon building type (the square footage of each district would thereafter be the denominator for determining Tenant's Share), following which Tenant's Share shall be recalculated.
- (h) **"Rentable Area of the Premises"** shall mean 5,774 agreed rentable square feet.
- (i) **"Taxes"** shall mean all taxes, assessments and charges levied upon or with respect to the Property or any personal property of Landlord used in the operation thereof, or Landlord's interest in the Property or such personal property. Taxes shall include, without limitation, all general real property taxes and general and special assessments, occupancy taxes, commercial rental taxes, charges, fees or assessments for transit, housing, police, fire or other governmental services or purported benefits to the Property, service payments in lieu of taxes, and any tax, fee or excise on the act of entering into any lease for space in the Property, or on the use or occupancy of the Property or any part thereof, or on the rent payable under any lease or in connection

with the business of renting space in the Property that are now or hereafter levied or assessed against Landlord by the United States of America, the state in which the Property is located, or any political subdivision, public corporation, district or other political or public entity, whether due to increased rate and/or valuation, additional improvements, change of ownership, or any other events or circumstances, and shall also include any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for or as an addition to, as a whole or in part, any other Taxes whether or not now customary or in the contemplation of the parties on the date of this Lease. Any assessments imposed under any covenants, conditions and/or restrictions encumbering, presently or in the future, the Property shall be within such definition of Taxes. Taxes shall not include franchise, transfer, inheritance or capital stock taxes or income taxes measured by the net income of Landlord from all sources unless, due to a change in the method of taxation, any of such taxes is levied or assessed against Landlord as a substitute for or as an addition to, as a whole or in part, any other tax that would otherwise constitute a Tax. If any Taxes are specially assessed by reason of the occupancy or activities of one or more tenants and not the occupancy or activities of the Tenants as a whole, such Taxes shall be allocated by Landlord to the tenant or tenants whose occupancy or activities brought about such assessment. Tenant shall participate in any infrastructure financing plan for McClellan that may be adopted by the Board of Supervisors of Sacramento County, including, but not limited to, Sacramento County Ordinance No. SZC 97-0027, for the purposes of constructing, upgrading, operating or maintaining public infrastructure, which may include, but not be limited to, roadways, water supply, sanitary sewers, drainage, fire protection, landscape and lighting, and transit facilities. At the time such financing plan is adopted and enacted by the Board of Supervisors of Sacramento County, all payment obligations resulting therefrom shall be within the definition of Taxes.

(j) "Tenant's Share" is determined by dividing the rentable Area of the Premises by the rentable Area of the Buildings. Tenant acknowledges that certain Project Expenses apply to the entirety of McClellan (e.g. common area landscaping costs, utilities for Common Areas, security, etc.). In this regard, such McClellan-wide Project Expenses shall be allocated to the Premises on the basis of the rentable square footage of the Premises divided by the rentable square footage of leasable space within McClellan (unless any tenant(s) use of its premises requires an increased allocation, and/or a separate allocation due to location and nexus to an expense and/or service incurred, as reasonably determined by Landlord) (Landlord shall not recover more than one hundred percent (100.00%) of such costs incurred by Landlord). In the event that either the rentable Area of the Premises or the rentable Area of the Building are changed, Tenant's Share will be appropriately adjusted by Landlord. For purposes of the Computation Year in which such change occurs, Tenant's Share shall be determined on the basis of the number of days during such Computation Year at each such percentage.

5.2 Payments. In addition to Base Rent, and beginning on the Commencement Date, Tenant shall pay to Landlord, monthly, in advance, one-twelfth (1/12) of the Additional Rent due for each Computation Year, in an amount estimated by Landlord and billed by Landlord to Tenant ("**Estimated Expenses**"). Landlord shall have the right to reasonably revise such estimates from time to time and to adjust Tenant's monthly payments accordingly. The estimate for Additional Expenses for calendar year 2006 is fifteen cents (.07¢) for the Hangar and twenty cents (15¢) for the Office per rentable square foot per month. If either the Commencement Date or the expiration of the Lease Term shall occur on a date other than the first or last day of a Computation Year respectively, the Additional Rent for such Computation Year shall be in the proportion that the number of days the Lease was in effect during such Computation Year bears to 365. With reasonable promptness after the expiration of each Computation Year, Landlord shall furnish Tenant with a statement of the actual expenses ("**Actual Expenses Statement**"), setting forth in reasonable detail the Project Expenses and Additional Rent for such Computation Year. If the actual Project Expenses for such Computation Year exceed the estimated Additional Rent paid by Tenant for such Computation Year, Tenant shall pay to Landlord the difference between the amount paid by Tenant and Tenant's Share of the actual Project Expenses within thirty (30) days after the receipt of Landlord's Expense Statement. If the total amount paid by Tenant for any such Computation Year shall exceed the Tenant's Share of the actual Project Expenses for such Computation Year, such excess shall be credited against the next installments of Additional Rent due from Tenant to Landlord hereunder. Neither Landlord's failure to deliver, nor late delivery of, the Estimated or Actual Expenses Statement shall constitute a default by Landlord hereunder or a waiver of Landlord's right to collect any payment provided for herein.

5.3 Allocated Expenses. Notwithstanding the calculation of Tenant's Share of Project Expenses, Landlord may specifically allocate certain Project Expenses to specific tenants, including Tenant, based upon the nexus of such specific expense or service incurred to such tenant's building(s) and/or operations(s), as

reasonably determined by Landlord. Allocated Project Expenses shall be paid in full by the designated tenant utilizing the monthly payment process set forth in this Article 5. If a tenant is assessed an allocated Project Expense, such Tenant's obligation to pay its share of standard Project Expenses shall be equitably adjusted (in no event shall Landlord recover more than one hundred percent (100.00%) of Project Expenses incurred).

5.4 Disputes. If there is any dispute as to any Additional Rent due under this Section 5, for a period of six (6) months following Tenant's receipt of the Actual Expense Statement, Tenant shall have the right, after reasonable written notice to Landlord and at reasonable times, to inspect Landlord's computation of Tenant's Project Expenses as they are set forth in the subject Actual Expense Statement at Landlord's accounting office. Tenant's failure to request such inspection within the six (6) month period set forth herein shall be deemed Tenant's approval of the Actual Expense Statement. If after such inspection Tenant still disputes such Additional Rent, upon Tenant's written request therefore, a certification as to the proper amount of Project Expenses and the amount due to or payable by Tenant shall be made by an independent accounting firm selected by Landlord and Tenant. If Landlord and Tenant are unable to agree upon an accounting firm, Landlord and Tenant shall each select an accounting firm and the two firms so selected shall select a third firm which shall make the certification requested hereunder. Tenant agrees to pay all costs and expenses incurred in connection with such certification, with the exception that if Landlord overstated Project Expenses by more than three percent (3.00%), all costs and expenses incurred in connection with such certification shall be paid by Landlord. Such certification shall be final and conclusive as to all parties. Notwithstanding the foregoing, in no event shall Tenant be entitled to withhold payment of Additional Rent during the certification process and Tenant shall remain obligated to pay all Additional Rent due as otherwise set forth in this Lease. In the event Tenant shall prevail in the certification process, Landlord, at its election, shall either promptly refund any excess Additional Rent payments to Tenant or shall apply such excess as a credit against future Additional Rent due from Tenant.

6. [Intentionally Deleted]

7. Permitted Uses. Tenant shall use and occupy the Premises throughout the Term of the Lease for (i) in regard to the Office, for general office use, and (ii) in regard to the Hangar, the storage and hanging of its aircraft ("**Permitted Use**"), consistent with and in compliance with McClellan Use Documentation (as hereinafter defined), and for no other purpose. No use shall be made or permitted to be made of the Premises, nor acts done which will increase the existing rate of insurance upon the Buildings, or cause a cancellation of any insurance policy covering the Buildings, or any part thereof, nor shall Tenant sell, or permit to be kept, used, or sold, in or about the Premises, any article which may be prohibited by insurance policies maintained by Landlord. Tenant shall comply with all laws, ordinances, rules, regulations and codes, which includes, but is not limited to, the Americans With Disabilities Act, of all municipal, county, state and federal authorities (collectively, "**Law**") pertaining to Tenant's use and occupation of the Premises. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance, or other act or thing which disturbs the quiet enjoyment of any other tenant in the Buildings, nor shall Tenant store any materials on the Premises which are visible from areas adjacent to the Premises, unless otherwise specifically set forth in Exhibit A-2 or expressly provided in this Lease. Tenant shall also specifically not permit any objectionable odor to escape or be emitted from the Premises and shall insure sanitation and freedom from odor, smell and infestation from rodents or insects. Tenant, at its expense, shall provide (and enclose if required by codes or Landlord) a dumpster or dumpsters for Tenant's trash in a location and manner approved by Landlord, and shall cause its trash to be removed at intervals reasonably satisfactory to Landlord. In connection therewith, Tenant shall keep the dumpster(s) clean and insect, rodent and odor free.

7.1 Airfield Use. Subject to Section 1.5 of this Lease, Tenant's nonexclusive use of the Airfield shall be limited to those aviation uses permitted by the County of Sacramento ("**Airfield Use**"), Tenant shall be responsible for obtaining and maintaining, at Tenant's cost, all requisite permits and authorizations required by any and all applicable governmental and/or quasi-governmental authorities concerning such usage of the Airfield, and Tenant shall comply with the Airfield Compliance Obligations. Tenant and Tenant's Airfield Use shall faithfully observe and comply with the nondiscriminatory dues and regulations that Landlord shall from time to time promulgate regarding the Airfield and use thereof ("**Airport Requirements**"). Landlord reserves the right from time to time to make all nondiscriminatory modifications to the Airport Requirements. The additions to those rules and regulations shall be binding upon Tenant upon delivery of a copy to Tenant (a copy of the present Airport Requirements are attached hereto as Exhibit D). Landlord shall use its reasonable efforts to enforce compliance with such rules.

7.2 Noninterference with Aircraft. Tenant, its agents, employees, invitees, contractors and/or subcontractors, shall not utilize the Airfield in any manner or act in any manner that might interfere with any aircraft landing or takeoff from the Airfield or otherwise create a hazard. If this covenant is breached, in addition to any other legal, equitable or contractual remedies available to Landlord, Landlord shall have the right to abate and/or eliminate the interference at the expense of Tenant.

7.3 Subordinate to U.S. Requirements. This Lease shall be subordinate to the terms of any existing or future agreements between Landlord and the United States, or to any United States legal requirements relative to the development, operation or maintenance of the Airfield.

7.4 War or National Emergency. In the event of war or national emergency, this Lease and all of its provisions shall be subject to any United States Government right, existing now or in the future, affecting the control, operation, regulation, takeover, or exclusive or nonexclusive use of the Airfield.

7.5 Airfield Development. Landlord reserves the right to further develop, change or improve the Airfield and its routes and landing areas as Landlord sees fit, without Tenant's interference or hindrance and regardless of Tenant's views and desires.

7.6 Nonexclusive Right. Tenant understands and agrees that nothing in this Lease shall be construed to grant or authorize an exclusive right within the meaning of the Federal Aviation Act, as amended.

7.7 Landing Area Maintenance. Landlord reserves the right, but not the obligation, to maintain and repair the Airfield and all other public facilities. Landlord also has the right to direct and control all Tenant's activities affecting the maintenance and repair of these facilities.

7.8 Employee Conduct. Tenant shall be responsible for the conduct of any employee(s), contractors or subcontractors, within McClellan, if that employee is at the Airfield during any period of employment.

7.9 Aircraft Parking. Tenant shall require that all aircraft under its control be parked only on the Exclusive Control Area, except as otherwise provided by the direction of Landlord. At no time shall any aircraft, vehicle or other object, including refuse, under Tenant's control, be allowed to obstruct any designated taxiways.

7.10 Noise Abatement. Tenant shall comply at all times with all airport noise abatement rules and regulations ("**Noise Abatement Program**") implemented, from time to time, by Landlord or any applicable governmental authority as may be applicable to Tenant's use of the Airfield and this Lease. Current information on the Noise Abatement Program for the Airfield may be obtained from Landlord. It is Landlord's intent, but not obligation, to take whatever action is necessary to enforce its Noise Abatement Program. This may include fining violators and/or terminating their use of the Airport. Tenant shall fully cooperate with Landlord in its enforcement of its Noise Abatement Program with users of the leased premises, including providing Landlord with any information it has in its records that would assist the Landlord in identifying and locating those that violate the Noise Abatement Program.

7.11 Operation of the Airfield. Tenant acknowledges that the Airfield is owned and operated by the County of Sacramento and that Landlord has no control over such operations.

7.12 Fueling Activities. Due solely to legal requirements imposed upon Tenant and Tenant's representation concerning such matters (the truth and accuracy of which Landlord is relying), Tenant shall be entitled to refuel its own aircraft (which does not include any aircraft of any other third party) adjacent to the Hangar utilizing a process mutually agreed upon by Landlord and Tenant. Such refueling activities by Tenant shall be subject to fuel fee ordinance, as amended, enacted by the County, the Airport Requirements, and all fueling activities by Tenant, its agents, employees, and contractors shall be subject to Tenant's indemnification, defense and hold harmless obligation set forth in Section 15 of this Lease and all such obligations shall additionally be subject to Tenant's insurance requirements in Section 14 of this Lease.

8. Environmental Compliance\Hazardous Materials

8.1 Definitions. "**Hazardous Materials**" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Property is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted. "**Hazardous Materials Laws**" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities (including without limitation the U.S. Air Force) and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

8.2 Use of Premises by Tenant. Subject to the provisions of this Section 8, Tenant hereby agrees that Tenant and Tenant's officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, subtenants, concessionaires, invitees and any other occupants of the Premises (for purposes of this Section 8, referred to collectively herein as "**Tenant Representatives**") shall not cause or permit any Hazardous Materials to be used, generated, manufactured, refined, produced, processed, stored or disposed of, on, under or about the Premises or Property or transport to or from the Premises or Property without the express prior written consent of Landlord, which consent may be limited in scope and predicated on strict compliance by Tenant of all applicable Hazardous Materials Laws and such other reasonable rules, regulations and safeguards as may be required by Landlord (or any insurance carrier, environmental consultant or lender of Landlord, or environmental consultant retained by any lender of Landlord) in connection with using, generating, manufacturing, refining, producing, processing, storing or disposing of Hazardous Materials on, under or about the Premises or the Property. In connection therewith, Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant's Representatives of Hazardous Materials on the Premises or the Property, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises or the Property.

8.3 Remediation. If at any time during the Lease Term any contamination of the Premises by Hazardous Materials shall occur where such contamination is caused by the act or omission of Tenant or Tenant's Representatives ("**Tenant's Contamination**"), then Tenant, at Tenant's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Premises or the groundwater underlying the Premises to the extent required to comply with applicable Hazardous Materials Laws. Tenant shall not take any required remedial action in response to any Tenant's Contamination in or about the Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant's Contamination without first obtaining the prior written consent of Landlord, which may be subject to conditions imposed by Landlord as determined in Landlord's sole discretion. Landlord and Tenant shall jointly prepare a remediation plan in compliance with all Hazardous Materials Laws and the provisions of this Lease. In addition to all other rights and remedies of the Landlord hereunder, if Tenant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Tenant's Contamination, and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with Tenant's Contamination within thirty (30) days after all necessary approvals and consents have been obtained and thereafter continue to prosecute such remediation to completion in accordance with the approved remediation plan, then Landlord, at its sole discretion, shall have the right, but not the obligation, to cause such remediation to be accomplished, and Tenant shall reimburse Landlord within fifteen (15) business days of Landlord's demand for reimbursement of all amounts reasonably paid by Landlord (together with interest on such amounts at the highest lawful rate until paid), when such demand is accompanied by proof of payment by Landlord of the amounts demanded. Tenant shall promptly deliver

to Landlord, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises as part of Tenant's remediation of any Tenant's Contamination.

8.4 Disposition of Hazardous Materials. Except as discharged into the sanitary sewer in strict accordance and conformity with Section 8.2 herein and all applicable Hazardous Materials Laws, Tenant shall cause any and all Hazardous Materials used, generated, manufactured, refined, produced, processed, stored or disposed of by Tenant and/or Tenant Representatives to be removed from the Premises and the Property by duly licensed haulers to duly licensed facilities for recycling or final disposal of such materials and wastes. Tenant is and shall be deemed to be the "operator" "in charge" of Tenant's "facility" and the "owner," as such terms are used in the Hazardous Materials Laws, of all Hazardous Materials and any wastes generated or resulting therefrom. Tenant shall be designated as the "generator," as such terms are used in the Hazardous Materials Laws, on all manifests relating to such Hazardous Materials or wastes.

8.5 Notice of Hazardous Materials Matters. Each party hereto (for purposes of this Section, "Notifying Party") shall immediately notify the other party (for purposes of this Section, "Notice Recipient") in writing of: (i) any enforcement, clean up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters; and (iv) any spill, release, discharge or disposal of any Hazardous Materials in, on or under the Premises, the Property, or any portion thereof. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

8.6 Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, and each of Landlord's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by (i) any Tenant's Contamination, or (ii) Tenant's failure to comply with any Hazardous Materials Laws with respect to the Premises. Tenant's obligations hereunder shall include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean up or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. For purposes of the indemnity provisions hereof, any acts or omissions of Tenant, or by employees, agents, assignees, contractors or subcontractors of Tenant or others acting for or on behalf of Tenant (whether or not they are negligent, intentional, willful or unlawful), shall be strictly attributable to Tenant.

8.7 Indemnification by Landlord. Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant), protect, and hold Tenant, and each of Tenant's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, actions, causes of action (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising therefrom), liabilities, penalties, forfeitures, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused in whole or in part, directly or indirectly by any contamination caused by Landlord. Landlord's obligations hereunder shall include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean up or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. This indemnity shall be specifically limited to affirmative acts of Landlord, and shall not include the acts or omissions of any other tenants of the Property or other persons.

8.8 Environmental Questionnaire; Reports. Prior to execution of this Lease and thereafter on each anniversary of the Commencement Date, Tenant shall complete, execute, and deliver to Landlord the (i) Environmental Questionnaire Disclosure Statement (the "**Environmental Questionnaire**"), and (ii) Sewer Use Questionnaire ("**Sewer Use Questionnaire**") in a form of Exhibit E attached hereto. For a period of fifteen (15) days following Landlord's receipt of the Environmental Questionnaire, Landlord shall have the right to approve or disapprove such document. The failure of Landlord to respond to such document within such time period shall be deemed Landlord's disapproval thereof. Landlord's approval of the Environmental Questionnaire shall constitute approval for Tenant's use of the Hazardous Materials set forth therein in compliance with Hazardous Materials Laws and the Hazardous Materials Handling Plan. Tenant acknowledges that, in conjunction with Landlord's review of the Environmental Questionnaire, Landlord may require Tenant to comply with a "**Hazardous Materials Handling Plan.**" Tenant's use of Hazardous Materials shall comply with Hazardous Materials Laws and be limited to uses consistent with the Hazardous Materials Handling Plan required by Landlord. Unless approved in writing by Landlord, Tenant shall not be entitled to utilize any Hazardous Materials within the Premises, excepting de minimus office use products used for Tenant's office use (if applicable). Tenant shall promptly provide Landlord with complete and legible copies of all information/notices relating to its use of Hazardous Materials, which include, but are not limited to, reports filed pursuant to any self-reporting requirements; permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans or documents relating to water discharges, air pollution, waste generation or disposal, and underground storage tanks for Hazardous Materials; orders, reports, notices, listings and correspondence of or concerning the release, investigation of, compliance, cleanup, remedial and corrective actions, and abatement of Hazardous Materials; and all complaints, pleadings and other legal documents filed by or against Tenant related to Tenant's use, handling, storage or disposal of Hazardous Materials.

8.9 Tenant Certifications. Within ninety (90) days prior to the expiration of the Lease Term, Tenant shall certify to Landlord in writing that, to the best of its knowledge, no Tenant Contamination has occurred. If Landlord reasonably believes that such certification is inaccurate, or if an environmental report is required by law, Landlord shall give notice to Tenant within thirty (30) days after receipt of Tenant's certification that Tenant shall have the Premises thoroughly inspected by an environmental consultant acceptable to Landlord for purposes of determining whether the Premises is free from all Hazardous Materials. Landlord's failure to request an environmental inspection report shall in no way alter, abridge or limit Tenant's indemnity obligation hereunder. Tenant shall deliver to Landlord a copy of the environmental consultant's report forty-five (45) days prior to the expiration of the Lease. In the event the report discloses the existence of any Hazardous Materials, requires any clean up or any other form of response (collectively "**Clean up**"), Tenant shall perform such immediately and deliver the Premises with the conditions specified in the report "cleaned up", to the full satisfaction of Landlord. In the event the conditions specified in the report require Clean up which cannot be completed prior to the expiration of the Lease Term, Tenant shall be obligated to pay Landlord the greater of (i) the fair market rental value of the Premises, or (ii) the rent hereunder, as adjusted, for each day delivery of the Premises in the required condition to Landlord is delayed beyond the expiration of the Lease Term in addition to the Clean up costs.

8.10 Exclusivity. The allocations of responsibility between, obligations and liabilities undertaken by, and indemnifications given by Landlord and Tenant under this Section 8, shall be the exclusive provisions under this Lease, applicable to the subject matter treated in this Section 8, and any other conflicting or inconsistent provisions contained in this Lease shall not apply with respect to the subject matter.

8.11 Environmental Certificate. Attached hereto as Exhibit F is the Supplemental Finding of Suitability to Lease for the Building (SFOSL) ("**Environmental Certificate**") issued by The United States Air Force concerning the status of Hazardous Materials set forth in the Site Specific Supplemental Environmental Baseline Survey ("**SSEBS**") for the Premises by the United States Air Force (collectively, "**Remediated Environmental Condition**") in accordance with the terms, conditions and provisions set forth therein. Landlord makes no representation or warranty regarding any matters set forth in the Environmental Certificate. Tenant, for itself and Tenant representatives, hereby waives, releases and forever discharges Landlord, its agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the Lease Date or thereafter, which Tenant has or may have in the future, arising out of or relating directly or indirectly out of the Remediated Environmental Condition, the Hazardous Materials previously located at the Property, Environmental Certificate, the SSEBS, the physical, environmental or economic condition or suitability of the Premises and/or Property. Concerning the matters set forth in Section 8.11 and Section 8.12, Tenant hereby

specifically waives the provisions of Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

\_\_\_\_\_  
Landlord

W  
\_\_\_\_\_  
Tenant

8.12 Environmental Disclosure. As described in the McClellan Use Documentation, Hazardous Materials, in violation of Hazardous Materials Laws, have been used at McClellan, which materials are in various states of remediation by the United States of America. Additional disclosures regarding the presence of Hazardous Materials at McClellan are set forth on Exhibit G attached hereto. Such disclosures are not intended to be inclusive of all Hazardous Materials which were present at McClellan and each party hereto acknowledges that additional Hazardous Materials not set forth in such exhibit may have been or remain present at McClellan; provided, however, such disclosure shall not affect, in any manner, the obligation of the Air Force under the McClellan Use Documents or in accordance with applicable Law. Tenant's execution of this Lease is deemed Tenant's acknowledgment to such disclosures as required by Hazardous Materials Laws.

8.13 Compliance with Environmental Laws. Tenant shall at all times and in all respects comply with all Hazardous Materials Laws. All reporting obligations concerning Tenant's business operations imposed by Hazardous Materials Laws are strictly the responsibility of Tenant. Tenant and Landlord have been informed that certain California judicial decisions have held that, notwithstanding the specific language of a lease, courts may impose the responsibility for complying with legal requirements and for performing improvements, maintenance and repairs on a landlord or tenant based on the court's assessment of the parties' intent in light of certain equitable factors. Tenant and Landlord have each been advised by their respective legal counsel about the provisions of this Lease allocating responsibility for compliance with laws and for performing improvements, maintenance and repairs between Tenant and Landlord. Tenant and Landlord expressly agree that the allocation of responsibility for compliance with laws and for performing improvements, maintenance and repairs set forth in this Lease represents Tenant's and Landlord's intent with respect to this issue.

8.14 Environmental Audit; Right of Entry. Upon Landlord's reasonable request, and in any event, on or before each anniversary of the Commencement Date, Tenant shall provide Landlord with a Compliance Audit. A "**Compliance Audit**" means a written report of a site assessment and environmental audit, in scope, form and substance satisfactory to Landlord, prepared by a qualified environmental consultant approved in advance by Landlord, which shall assess, in detail: (a) whether the Tenant's operations comply with all applicable Hazardous Materials Laws and generally accepted good environmental management practices; (b) whether there is any evidence or indication that there has been or is reasonably likely to be, a release of Hazardous Materials attributable to the Tenant's operations; and, (c) Tenant's compliance with this Section 8, which includes, but is not limited to, compliance with the Hazardous Materials Handling Plan. Landlord shall have the right to inspect the Premises for Hazardous Materials and compliance with the provisions of this Section 8 at all reasonable times upon reasonable advance oral or written notice to Tenant (except in the event of an emergency).

8.15 Air Force Entry. Tenant acknowledges that, pursuant to the provisions of and in accordance with the McClellan Use Documentation, the Secretary of the Air Force, acting on behalf of the United States of America ("**Air Force**"), its agents, employees, contractors and subcontractors, may require ingress, egress and access to the Premises, or portion thereof, to implement the Federal Facilities Agreement, entered into by U.S. EPA, Region IX, the State of California, and the Air Force, effective July 1989 ("**FFA**"), the McClellan Air Force Base Installation Restoration Program ("**IRP**") or other hazardous waste remediation activities, whether imposed by law or regulatory agencies, and to perform various tasks, repairs, maintenance and obligations required by the McClellan Use Documentation during the Term. Tenant acknowledges that some or all of these actions may interfere with Tenant's quiet use and enjoyment of the Premises, and that such entrance may disrupt, interfere, and/or adversely effect Tenant's Building operations, including the Permitted Use, for the duration of such entrance. Such entrance shall not constitute an actual or construction eviction and will not cause any form of liability, offset, abatement and/or claim against Landlord and/or the Air Force. To provide prior notice to Tenant for the required entrance by the Air Force, prior to the Commencement Date, Tenant shall complete the information set forth in Exhibit E-1, which information the Air Force may rely upon in providing such notice. If such information requires revision during the Term, Tenant shall notify, in writing, Landlord in accordance with Section 27 of this Lease.

8.16 Preexisting Hazardous Materials Baseline. The parties acknowledge that the Environmental Certificate, the SSEBS and certain documents within the McClellan Use Documentation establish the presence (which may be subject to various levels of remediation by the United States Air Force) of various Hazardous Materials which have been and/or are currently located at McClellan, which information is hereinafter referred to as the "**Environmental Baseline.**" IN NO EVENT SHALL TENANT BE RESPONSIBLE, IN ANY MANNER, FOR THE CLEANUP OF ANY HAZARDOUS MATERIALS DESCRIBED IN THE ENVIRONMENTAL BASELINE, EXCEPT TO THE EXTENT TENANT HAS CAUSED A TENANT'S CONTAMINATION AND/OR ALTERATIONS OF THE PREMISES.

8.17 Sewer Compliance Certificate. On or before December 31 of each calendar year, Tenant shall deliver to Landlord a written certification that it has placed only "sewageable water" in the industrial waste water drain lines that service the Premises. For the purpose of this Section, "sewageable water" is defined as waste water in compliance with all applicable waste water pretreatment and discharge permit standards and requirements imposed by applicable federal, state and county laws, statutes, ordinances and regulations.

8.18 Asbestos Notification. Attached to this Lease as Exhibit H is a disclosure concerning the possible presence of asbestos containing materials within the Premises applicable to all buildings within McClellan constructed prior to 1980. Landlord and Tenant shall sign such Exhibit concurrent with the execution of this Lease.

8.19 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 8 shall survive the expiration or earlier termination of this Lease.

#### 9. Utilities/Services.

9.1 In addition to rent, Tenant shall pay all costs and charges, including all initial utility deposits and fees, for water, electricity, sewage, janitorial, trash removal, gas, telephone, pest control, alarm service, and any other services furnished to the Premises and the improvements on the Premises during the entire Term of this Lease ("**Utilities/Services**"). Except as may be provided in the Work Letter Agreement, or as otherwise determined by Landlord, Landlord shall cause the electrical service to be separately metered or billed to the Premises. If any Utilities/Services are not (i) separately metered or (ii) billed to Tenant for the Premises but rather are billed to Landlord, Tenant shall pay to Landlord its pro rata share of the cost of the Utilities/Services, as reasonably determined by Landlord, and such payment shall be due within fifteen (15) days of Tenant's receipt of invoice from Landlord. Landlord may elect to place any Utilities/Services in Tenant's name, in which case Tenant shall execute all necessary documentation to complete such transaction. Landlord shall not be liable for any reason for any loss or damage resulting from an interruption of any of the Utilities/Services. Except as provided in Section 9.2, Landlord may designate the provider of Utilities/Services and in such event Tenant shall use such designated provider; provided that Tenant shall have no claim, of any type, for any failure of such provider to provide such service, and Tenant's remedy, if any, shall be limited to such provider. Tenant's payment obligation for Utilities/Services are separate and distinct from its payment obligations under Article 5 of this Lease.

9.2 Tenant acknowledges that it has been advised that Landlord has entered into agreements with the Sacramento Suburban Water District, Pacific Gas and Electric and the Sacramento Municipal Utility District whereby those entities have the exclusive right to provide, respectively, water, gas and electrical service to McClellan for a period of ten (10) years. These agreements are included as part of the McClellan Use Documentation. Tenant agrees that it will obtain water, gas and electrical service during the Term of the Lease consistent with the requirements of these agreements.

10. Repairs By Landlord. Landlord shall maintain only the roof, foundations and structural soundness of the exterior walls of the Buildings (exclusive of all glass and exclusive of all exterior doors) in good repair, except repairs rendered necessary by the negligence or intentional acts of Tenant, its employees, invitees or representatives which shall be repaired by Tenant. Landlord shall maintain the grounds within the Common Area surrounding the Premises, including paving, the mowing of grass, care of shrubs and general landscaping as part of the Common Expenses set forth herein. Tenant shall promptly report in writing to Landlord any defective condition known to Tenant to be defective which Landlord is required to repair and failure to so report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions. Landlord shall be required to commence such repairs within a reasonable period of time from receipt of Tenant's notice.

11. Repairs By Tenant. Tenant accepts the Premises in its present "As-Is," "Where Is" condition (except for the Tenant Improvements which are the responsibility of Landlord, if any), and specifically acknowledges that the Premises is suited for the uses intended by Tenant. Landlord shall not be liable for any latent or patent defects in the Premises, excepting Tenant Improvements constructed by Landlord, if any, pursuant to the Work Letter Agreement. Tenant acknowledges that Landlord has made no representation or warranty concerning the condition and state of repair of the Premises to the extent not constructed by Landlord. Tenant shall at its own cost and expense keep and maintain the Premises in good order and repair, promptly making all necessary repairs and replacements, including, but not limited to, all equipment and facilities and components thereof within the Premises, fixtures, walls (interior), finish work, ceilings, floors, lighting fixtures, bulbs and ballasts, utility connections and facilities within the Premises, windows, glass, doors, and plate glass, downspouts, gutters, air conditioning and heating systems, truck doors, dock levelers, bumpers, seals and enclosures, plumbing, electrical, termite and pest extermination, and damage to common areas caused by Tenant, excluding only those repairs expressly required to be made by Landlord hereunder. Any and all construction, maintenance and/or repairs to be done by Tenant, its agents, employees, contractors and/or subcontractors pursuant to this Section which would be deemed an Alteration (as hereinafter defined), as reasonably determined by Landlord, shall comply with the requirements of Section 13 of this Lease. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant shall maintain, and shall provide Landlord with proof thereof, an annual service maintenance contract (which shall be upon a form acceptable to Landlord and with a service provider designated by Landlord (which may be an affiliate thereof)) and any and all required permits for the HVAC system, fire sprinkler system (if applicable), and any other such building systems and life-safety systems, in a form and with a contractor reasonably satisfactory to Landlord. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Tenant shall be permitted to implement its own reasonable security measures in the Premises, subject to prior approval by Landlord. Any security implemented by Tenant shall not interfere with the Building's security. Notwithstanding anything to the contrary herein, Tenant acknowledges and agrees that it shall be solely responsible for providing adequate security for its premises, trucks and containers, and its use of the Property and Premises thereof. Landlord shall have no responsibility to prevent, and shall not be liable to tenant, its agents, employees, contractors, visitors or invitees, for losses due to theft, burglary or other criminal activity, or for damages or injuries to persons or property resulting from Tenant's storage of trucks and containers on the Premises, from persons gaining access to the Premises or any part of the Property, and Tenant hereby releases Landlord and its agents and employees from all liabilities for such losses, damages or injury, regardless of the cause thereof.

12. Ad Valorem Taxes. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property shall be assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property with supporting documentation.

13. Alteration Of Premises. Tenant shall not make or suffer to be made any alterations, additions, or improvements (collectively, "Alterations") to or of the Premises, or any part thereof, without first obtaining the written consent of Landlord, which Landlord may withhold in its sole and absolute discretion. All Alterations shall comply with Law, the McClellan Use Documents, the requirements of Landlord, and not result in any cost to Landlord. Any Alterations requiring roof penetration shall be constructed by or supervised by Landlord's roofer. Any Alterations to or of said Premises, excepting movable furniture and trade fixtures, shall on the expiration of the Term become a part of the realty and belong to Landlord, and shall be surrendered with the Premises. However, Landlord may provide written notice to Tenant prior to the construction of such Alteration whether Tenant will be required to remove such Alteration and restore the Premises to a specified condition upon the expiration of the Term. Upon Landlord's written approval of the requested Alterations, Tenant shall secure all necessary permits, if applicable. Before commencement of any such Alterations, Tenant shall submit detailed specifications, floor plans and necessary permits (if applicable) to Landlord for review. In no event shall any Alterations affect the structure of the Building or its facade. As a condition to its written consent, Landlord may request adequate assurance that all contractors who will perform such work have in force workman's compensation and such other employee and public liability insurance as Landlord deems necessary, and where the Alterations are material, Landlord may require Tenant or its contractors to post adequate completion and performance bonds. In the event Landlord consents, in

writing, to the making of any Alterations to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, completed to the satisfaction of Landlord, and the contractor or person selected by Tenant to make the same must first be approved in writing by Landlord. If Tenant makes any Alterations to the Premises as provided in this Section, the Alterations shall not be commenced until ten (10) business days after Landlord has received written notice from Tenant stating the date the installation of the Alterations is to commence so that Landlord can post and record an appropriate notice of nonresponsibility. Tenant shall reimburse Landlord for any expenses incurred by Landlord in connection with the Alterations made by Tenant, including any reasonable fees charged by Landlord's contractors or consultants to review plans and specifications prepared by Tenant, and the cost of updating the existing as-built plans of the Building to reflect the Alterations. Tenant shall indemnify, defend and hold the Landlord, the Building and the Premises free and harmless from any liability, loss, damage, cost, attorneys' fees and other expenses incurred on account of such construction, or claims by any person performing work or furnishing materials or supplies for Tenant or any persons claiming under Tenant.

#### 14. Insurance

14.1 Landlord's Insurance. Landlord shall maintain in full force and effect throughout the Term of this Lease general comprehensive liability insurance for the Buildings and common areas and general fire and extended coverage insurance on special form or such other broader coverage as may from time to time be customary on the Buildings and the common areas and other areas of land within which the Buildings are located in such amounts determined by Landlord. Copies of all such certificates thereof are available for inspection by Tenant. Such insurance may be provided by a blanket insurance policy covering the Premises.

14.2 Tenant's Insurance. Tenant agrees to take out and keep in force during the Term, without expense to Landlord, the policies of insurance as set forth below.

(a) Commercial general liability insurance, in the name of Tenant, insuring against any liability for injury to or death of persons resulting from any occurrence in or about the Buildings and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$2,000,000.00, per occurrence. The amounts of such insurance required hereunder shall be adjusted from time to time as requested by Landlord based upon Landlord's determination as to the amounts of such insurance generally required at such time for comparable premises and buildings in the general geographical area of the Premises. In addition, such policy of insurance shall include the ordinary and usual coverage for any additional liability as coverage for any potential liability arising out of or because of any construction, work of repair or alterations done on or about the Premises by or under the control or direction of Tenant:

(b) Personal property insurance covering the personal property and trade fixtures of Tenant in an amount equal to the replacement value of the personal property and trade fixtures, as such replacement value may vary from time to time.

(c) Workers compensation insurance as required by law and employer liability insurance with limits of not less than \$1,000,000.00;

(d) Comprehensive automobile liability insurance with limits of not less than \$1,000,000.00 combined bodily injury and property damage per occurrence; and

(e) Environmental Impairment Liability insurance with limits of not less than \$1,000,000.00 or such other larger limits as may be reasonably required by Landlord, taking into consideration the extent and nature of Tenant's activities.

(f) Aircraft Liability. General Aircraft Operations liability, in the amount of not less than ten million and No/100ths Dollars (\$ 10,000,000) per occurrence.

14.3 Certificates of Insurance Landlord acknowledges that Tenant is a self-insured public agency. Notwithstanding any other provision of this Lease, Tenant shall have the right to satisfy any or all of the

insurance requirements of Section 14.2 of this Lease through use of the City of Sacramento's self-insurance program. In the event Tenant exercises its right to satisfy the insurance requirements of Subsections 14.2 of this Lease through use of the City's self-insurance program, Tenant shall provide Landlord with a letter of self-insurance from the City stating its self-insurance program adequately protects against liabilities and claims the types of which the insurance required by Section 14.2 of this Lease are intended to protect against. It is expressly acknowledged by the Parties that the City's self-insurance programs shall be used to satisfy the insurance requirements set forth in Subsections (a) (c) (d) and (e) of Section 14.2. as well as deductibles or retentions pertaining to Subsections (b) and (f).

Any insurance policies carried by Tenant to meet insurance requirements hereunder shall be issued by responsible insurance companies which are rated by Best Insurance Reports as A:VII or better and licensed or authorized to do business in the State of California. Each policy shall name McClellan Business Park, LLC, and any other party for whom the Landlord can demonstrate an insurable interest, as an additional insured, as their respective interests may appear. A copy of each certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is given possession of the Premises, and thereafter, within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable, materially changed or reduced in coverage except after thirty (30) days' written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof.

#### 15. Exculpation And Indemnity

15.1 Definitions. For purposes of this Section 15, "**Tenant Parties**" shall mean, singularly and collectively, Tenant and Tenant's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as all persons and entities claiming through any of the foregoing persons or entities, and (ii) "**Landlord Parties**" shall mean singularly and collectively, Landlord and Landlord's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as to all persons and entities claiming through any of the foregoing persons or entities

15.2 Landlord's Indemnity. Landlord shall indemnify, defend (by an attorney of Tenant's choice, reasonably acceptable to Landlord), reimburse, protect and hold harmless Tenant and all Tenant Parties from and against all third party claims, liability and/or damages arising from or related to the negligent acts or omissions of Landlord or Landlord Parties at the Property, to the extent that such liability or damage is covered by Landlord's insurance set forth in Section 14.1 of this Lease. It is specifically understood and agreed that Landlord shall not be liable or responsible for the acts or omissions of any of the other tenants of the Property or of any visitors or invitees of persons other than Landlord. The provisions of this Section 15.3 shall not apply to any of the provisions of Section 8 of the Lease.

15.3 Tenant's Indemnity. Tenant shall indemnify, defend, reimburse, protect and hold harmless Landlord and all Landlord Parties from and against all third party claims, liability and/or damages arising from or related to the acts or omissions of Tenant or any Tenant Parties relating to their use, possession, or occupancy of the Property or, Tenant's obligations under this Lease, or to any work done, permitted or contracted for by any of them on or about the Premises. The provisions of this Section 15.4 shall not apply to any of the provisions of Section 8 of the Lease.

15.4 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 15 shall survive the expiration or earlier termination of this Lease.

16. Construction Liens. Tenant shall not suffer or permit any construction liens, mechanic's liens or materialman's liens to be filed against Landlord's interest in the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises. Landlord shall have the right at all reasonable times to post and keep posted on the Premises, any notices which it deems necessary for protection from such liens. Tenant shall have the right to contest by proper proceedings any such construction liens, mechanic's liens or material man's liens, provided that Tenant shall prosecute such contest diligently and in good faith and such contest shall not expose Landlord to any civil or criminal penalty or liability. Upon Landlord's demand, Tenant shall furnish Landlord a

surety bond or other adequate security satisfactory to Landlord sufficient both to indemnify Landlord against liability and hold the Property free from adverse effect in the event the contest is not successful. If such liens are so filed and Tenant does not properly contest such liens, Landlord, at its election, and upon not less than ten (10) days prior written notice to Tenant, may pay and satisfy same and, in such event the sums so paid by Landlord, with interest thereon at the rate of eighteen percent (18.00%) per annum from the date of payment, and all actual and other expenses, including reasonable attorney's fees, so paid by Landlord, shall be deemed to be Rent due and payable by the Tenant at once without notice or demand.

17. Quiet Enjoyment. Subject to the provisions of this Lease, Landlord covenants and agrees that Tenant, upon making all of Tenant's payments of Rent as and when due under the Lease, and upon performing, observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall peaceably and quietly hold, occupy and enjoy the Premises during the Term of this Lease as extended by the options described herein, if any, subject to the Terms and provisions of this Lease.

18. Landlord's Right Of Entry. Landlord or its agents shall have the right to enter the Premises at reasonable times upon reasonable notice in order to examine it or to show it to prospective tenants or buyers and to place "For Rent" or "For Sale" signs on or about the Premises. Upon receipt of reasonable advance notice from Landlord, Tenant may arrange to have a designated representative accompany Landlord in entering the Premises. Landlord's right of reentry shall not be deemed to impose upon Landlord any obligation, responsibility, or liability for the care, supervision or repair of the Premises other than as herein provided; except that Landlord shall use reasonable care to prevent loss or damage to Tenant's property resulting from Landlord's entry. Landlord shall have the right at any time, without effecting an actual or constructive eviction and without incurring any liability to the Tenant therefor, to change the arrangement or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets or other public parts of the Buildings and to change the name, number or designation by which the Buildings are commonly known, provided that such action does not result in any unreasonable interference with Tenant's access to or use of the Premises. Notwithstanding the foregoing, Landlord shall have the right to enter the Premises without first giving notice to the Tenant in the event of an emergency where the nature of the emergency will not reasonably permit the giving of notice.

19. Destruction of Buildings

19.1 Partial Destruction. In the event of a partial destruction of the building containing the Premises during the Term of this Lease from any cause, Landlord shall forthwith repair the same, provided such repair can reasonably be made within ninety (90) days from the happening of such destruction under applicable laws and regulations. During such period, Tenant shall be entitled to a proportionate reduction of Rent to the extent such repairs unreasonably interfere with the business carried on by Tenant in the Premises. If Tenant fails to remove its goods, wares or equipment within a reasonable time and as a result the repair or restoration is delayed, or if such damage or destruction is caused primarily by the negligence or willful act of Tenant, or its employees, invitees or agents, there shall be no reduction in Rent during such delay. In the event that such repair cannot reasonably be made within ninety (90) days from the happening of such destruction under applicable laws and regulations, Landlord shall have the right to terminate this Lease by notifying Tenant in writing within sixty (60) days from the happening of such destruction in which event this Lease shall be deemed terminated. In addition to the above, in the event that such building is partially destroyed and (i) the cost of repairing such building exceeds thirty-three and one-third percent (33-1/3%) of the replacement cost thereof, or (ii) the damage caused by the partial destruction of such building cannot reasonably be repaired within a period of ninety (90) days from the happening of such damage, Landlord may elect to terminate this Lease, whether or not such building is insured, by written notice to Tenant given within sixty (60) days from the happening of such destruction.

19.2 Total Destruction. A total destruction of the building containing the Premises shall terminate this Lease. A total destruction of such building means the cost of repairing such building exceeds seventy-five percent (75.00%) of the replacement cost of such building.

20. Eminent Domain

20.1 Definitions. For purposes of this Lease, the word "condemned" is co-extensive with the phrase "right of eminent domain", that is, the right of the government to take property for public use, and shall

include the intention to condemn expressed in writing as well as the filing of any action or proceeding for condemnation.

20.2 Exercise of Condemnation. If any action or proceeding is commenced for the condemnation of the Premises or any portion thereof, or if Landlord is advised in writing by any government (federal, state or local) agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn all or any portion of the Premises at the time thereof, or if the Premises or any part or portion thereof be condemned through such action, then and in any of such events Landlord may, without any obligation or liability to Tenant, and without affecting the validity and existence of this Lease other than as hereafter expressly provided, agree to sell and/or convey to the condemnor, without first requiring that any action or proceeding be instituted, or if such action or proceeding shall have been instituted, without requiring any trial or hearing thereof, and Landlord is expressly empowered to stipulate to judgment therein, the part and portion of the Premises sought by the condemnor, free from this Lease and the rights of Tenant hereunder. Tenant shall have no claim against Landlord nor be entitled to any part or portion of the amount that may be paid or awarded as a result of the sale, for the reasons as aforesaid, or condemnation of the Premises or any part or portion thereof, except that Tenant shall be entitled to recover from the condemnor and Landlord shall have no claim therefor or thereto for Tenant's relocation costs, loss of goodwill, for Tenant's trade fixtures, any removable structures and improvements erected and made by Tenant to or upon the Premises which Tenant is or may be entitled to remove at the expiration of this Lease and Tenant's leasehold estate hereunder.

20.3 Effect on Lease. If the entire Premises is condemned, this Lease shall terminate as of the earlier of such taking or loss of possession. If only a part of the Premises is condemned and taken and the remaining portion thereof is in Tenant's reasonable discretion not suitable for purposes for which Tenant has leased the Premises, either Landlord or Tenant shall have the option to terminate this Lease effective as of the earlier of such taking or loss of possession. If by such condemnation and taking only a part of the Premises is taken, and the remaining part thereof is in Tenant's reasonable discretion suitable for the purposes for which Tenant has leased the Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the percentage that the floor area of that portion of the Premises physically taken by eminent domain bears to the floor area of the entire Premises.

21. Bankruptcy. If a general assignment is made by Tenant for the benefit of creditors, or any action is taken by Tenant under any insolvency or bankruptcy act, or if a receiver is appointed to take possession of all or substantially all of the assets of Tenant (and Tenant fails to terminate such receivership within sixty (60) days after such appointment), or if any action is taken by a creditor of Tenant under any insolvency or bankruptcy act, and such action is not dismissed or vacated within thirty (30) days after the date of such filing, then this Lease shall terminate at the option of Landlord upon the occurrence of any such contingency and shall expire as fully and completely as if the day of the occurrence of such contingency was the date specified in this Lease for the expiration thereof. In such event, Tenant shall then quit and surrender the Premises to Landlord.

22. Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The abandonment or vacation of the Premises by Tenant (failure to occupy and operate the Premises for thirty (30) consecutive days shall be deemed an abandonment).

(b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of five (5) days after the due date.

(c) Tenant's failure to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than as described in subparagraph (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors, or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days, or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

(e) The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease, and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligation under this Lease.

23. Remedies in Event of Default by Tenant. In the event of Tenant's default, Landlord may:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant:

(i) the worth at the time of the award of any unpaid Rent which had been earned at the time of such termination; plus

(ii) the worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss which Tenant proves could have been reasonably avoided; plus

(iii) the worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss which Tenant proves could be reasonably avoided; plus

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom (including, without limitation, the cost of recovering possession of the Premises, expenses of reletting including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and real estate commissions actually paid and that portion of the leasing commission paid by Landlord and applicable to the unexpired portion of this Lease); plus

(v) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

As used in Subsections (1) and (2) above, the "**worth at the time of the award**" shall be computed by allowing interest at the lesser of ten percent (10%) per annum, or the maximum rate permitted by law per annum. As used in Subsection (3) above, the "**worth at the time of award**" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(b) Continue this Lease in full force and effect, and the Lease will continue in effect, as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect Rent when due. During the period Tenant is in default, Landlord may enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord reasonably incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining Term of this Lease. Tenant shall pay to Landlord the Rent due under this Lease on the dates the

Rent is due, less the Rent Landlord receives from any reletting. In no event shall Tenant be entitled to any excess Rent received by Landlord. No act by Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate this Lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant shall have the right to assign or sublet its interest in this Lease, but Tenant shall not be released from liability.

(c) Cause a receiver to be appointed to collect Rent. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate the Lease.

(d) Cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, reasonably pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the lesser of ten percent (10.00%) per annum, or the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional Rent.

The foregoing remedies are not exclusive; they are cumulative, in addition to any remedies now or later allowed by law, to any equitable remedies Landlord may have, and to any remedies Landlord may have under bankruptcy laws or laws affecting creditors' rights generally. The waiver by Landlord of any breach of any Term, covenant or condition of this Lease shall not be deemed a waiver of such Term, covenant or condition or of any subsequent breach of the same or any other Term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any proceeding breach other than a failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any Term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

24. Surrender Of Premises. On or before the expiration of the Lease Term, Tenant shall vacate the Premises in broom clean condition and otherwise in the same condition as existed on the Commencement Date, ordinary wear and tear and fire and casualty loss excepted, except that any improvements made within and on the Premises by Tenant shall remain, in the same condition and repair as when constructed or installed, reasonable wear and tear and fire and casualty loss excepted, unless Landlord required removal as provided in Section 13. In addition, Tenant shall remove from the Premises all Tenant's personal property and trade fixtures in order that Landlord can repossess the Premises on the day this Lease or any extension hereof expires or is sooner terminated. Any removal of the Tenant's improvements, Tenant's property and/or trade fixtures by Tenant shall be accomplished in a manner which will minimize any damage or injury to the Premises, and any such damage or injury shall be repaired by Tenant at its sole cost and expense within thirty (30) days after Tenant vacates.

25. Holding Over. Should Tenant hold over and remain in possession of the Premises after the expiration of this Lease, without the written consent of Landlord, such possession shall be as a month-to-month tenant. Unless Landlord agrees otherwise in writing, Base Rent during the hold-over period shall be payable in an amount equal to one hundred fifty percent (150.00%) of the Base Rent paid for the last month of the Term hereof until Tenant vacates the Premises and the Security Deposit shall increase to an amount equal to the increased monthly Base Rent. All other terms and conditions of this Lease shall continue in full force and effect during such hold-over tenancy, which hold-over tenancy shall be terminable by either party delivering at least one (1) month's written notice, before the end of any monthly period. Such hold-over tenancy shall terminate effective as of the last day of the month following the month in which the termination notice is given.

26. Surrender Of Lease. The voluntary or other surrender of this Lease by Tenant, or mutual cancellation thereof, shall not work a merger and may, at the option of Landlord, terminate all or any existing subleases or subtenancies or may operate as an assignment of any or all such subleases or subtenancies to Landlord.

27. Notice. All notices, demands or requests required or permitted under this Lease shall be in writing and delivered personally, by facsimile, or mailed postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express, addressed as set forth below. Any party may designate a different address by notice similarly given. Any notice, demand or request so given, delivered or made by United States mail shall be deemed

to have been given or delivered or made on the third business day following the day on which the same is deposited in the United States mail as registered or certified mail, return receipt requested, addressed as above provided, with postage thereon fully prepaid. Any such notice, demand or document delivered by facsimile shall be deemed to be given, delivered or made on the day sent as confirmed by sender's written facsimile confirmation. Any such notice, demand or document not given, delivered or made by registered or certified mail as aforesaid, shall be deemed to be given, delivered or made on receipt of the same by the party to whom the same is to be given, delivered or made, addressed as follows:

**TO LANDLORD:** McClellan Business Park LLC  
3140 Peacekeeper Way  
McClellan, California 95652  
Telephone: (916) 965-7100  
Facsimile: (916) 568-2764  
Attention: Senior Vice President of Operations and  
Senior Vice President and General Counsel

**TO TENANT:** **Sacramento Police Department**  
5770 Freeport Blvd., Ste. 100  
**Sacramento, CA 95822**  
Attention: Air Operations Lieutenant  
Telephone: (916) 433-0714  
Facsimile: (916) 433-0707

28. Assignment And Subletting

28.1 No Assignment. Tenant shall not directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (collectively, "**Assignment**"), or permit the Premises to be occupied by anyone other than Tenant or sublet the Premises (collectively, "**Sublease**") or any portion thereof without Landlord's prior written consent in each instance, which consent may be withheld in its sole discretion.

28.2 No Relief of Obligations. No consent by Landlord to any Assignment or Sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether arising before or after the Assignment or Sublease. The consent by Landlord to any Assignment or Sublease shall not relieve Tenant of the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. Any Assignment or Sublease that is not in compliance with this Section 28 shall be void and, at the option of Landlord, shall constitute a material default by Tenant under this Lease. The acceptance of Rent by Landlord from a proposed assignee or subtenant shall not constitute the consent by Landlord to such Assignment or Sublease.

29. Judgment Costs

29.1 Landlord. Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by or against Tenant, or by or against any person holding the Premises by license of Tenant, or for foreclosure of any lien for labor or material furnished to or for Tenant, or any such person, or otherwise arising out of or resulting from any act or transaction of Tenant, or of any such person, Tenant covenants to pay to Landlord, the amount of any judgment rendered against Landlord or the Premises or any part thereof, and all costs and expenses, including reasonable attorney's fees incurred by Landlord in connection with such litigation.

29.2 Tenant. Should Tenant, without fault on Tenant's part, be made a party to any litigation instituted by or against Landlord, or by or against any person holding the Premises by license of Landlord, or for foreclosure of any lien for labor or material furnished to or for Landlord, or any such person, or otherwise arising out of or resulting from any act or transaction of Landlord, or of any such person, Landlord covenants to pay to Tenant, the amount of any judgment rendered against Tenant or the Premises or any part thereof, and all costs and expenses, including reasonable attorney's fees incurred by Tenant in connection with such litigation.

30. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the Premises and this Lease, and that it knows of no real estate broker or agent who is or might be entitled to a commission in connection with this Lease other than N/A ("**N/A**"). Landlord shall only pay the real estate brokerage commission due to N/A and any real estate broker or agent entitled to a commission in connection with this Lease if claimed through the actions of Landlord. Tenant shall pay any other commission or finder's fee due if claimed through the actions of Tenant.

31. Subordination Of Lease. This Lease is subject and subordinate to any mortgages which may now or hereafter be placed upon or affect the property or Buildings of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions hereof, provided that the holder(s) of such mortgage(s) shall agree in writing not to disturb the possession of the Premises by Tenant or the rights of Tenant under this Lease so long as Tenant is not in material default (subject to applicable notice and cure rights in favor of Tenant as contained in this Lease) in the performance of its obligations thereunder and, in the event of foreclosure, Tenant agrees to look solely to the mortgagee's interest in the Property for the payment and discharge of any obligations imposed upon the mortgagee or Landlord under this Lease. This clause shall be self-operative, and no further instrument or subordination shall be necessary unless requested by a mortgagee or the insuring title company, in which event Tenant shall sign, within five (5) business days after requested, such instruments and/or documents as the mortgagee and/or insuring title company reasonably request be signed ("**SNDA**").

32. Relocation. At any time after Tenant's execution of this Lease, Landlord shall have the right, upon providing Tenant ninety (90) days' written notice, ten (10) days if Tenant has not yet taken possession of the Premises, to provide Tenant with reasonably similar space elsewhere within McClellan which would accommodate Tenant's Permitted Use ("**Proposed Relocation Space**") and to move Tenant to such space. In the event Landlord moves Tenant to such new space, then this Lease and each and all of the Terms, covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space except that a revised floor plan shall become part of this Lease and shall reflect the location of the new space. Landlord shall be solely responsible for the payment of all moving and relocation expenses of Tenant as are actually incurred in connection with such relocation. For a period of ten (10) days after Tenant's receipt of the notice concerning the Proposed Relocation Space, Tenant may reject such relocation. In such event, Landlord shall have the right to (i) withdraw its intention to relocate, or (ii) terminate this Lease.

33. Estoppel Certificates And Financial Statements

33.1 Estoppel Certificate. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior request by Landlord, execute, acknowledge and deliver to Landlord, or to such other persons who may be designated in such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the Rent and any other charges have been paid in advance, and such other items requested by Landlord, including without limitation, the lease commencement date and expiration date, Rent amounts, and that no offsets or counterclaims are present. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or encumbrancer (including assignee) of the Premises.

33.2 Financial Statements. If Landlord desires to finance, refinance, or sell the Buildings, or the Property, or any part thereof, Tenant shall deliver to Landlord, or to such potential lender or purchaser designated by Landlord, such financial information regarding Tenant, as may reasonably be required to establish Tenants' creditworthiness. All financial information provided by Tenant to Landlord or any lender or potential purchaser shall be held by the recipient in strict confidence and may not be used or disclosed by the recipient except for the purpose of determining Tenants' creditworthiness in connection with Tenants' obligations under this Lease.

34. Short Form Of Lease. Tenant agrees to execute, deliver and acknowledge, at the request of Landlord, a short form of this Lease satisfactory to counsel for Landlord, and Landlord may in its sole discretion record this Lease or such short form in the County where the Premises are located. Tenant shall not record this Lease, or a short form of this Lease, without Landlord's prior written consent.

35. Signs. Tenant shall not place any sign upon the Premises without Landlord's prior written consent (all such signage shall comply with Landlord's signage design criteria, as such exists from time to time). In addition, the style, size, materials and attachment method of any such signage shall be subject to Landlord's prior written consent. The installation of any sign on the Premises by or for Tenant shall be subject to the provisions of Section 24. Tenant shall maintain any such signs installed on the Premises. Unless otherwise expressly agreed herein, Landlord reserves the right to install, and all revenues from the installation of, such advertising signs on the Premises, including the roof, as do not unreasonably interfere with the conduct of Tenant's business.

36. [Intentionally Deleted]

37. Force Majeure. In discharging its duties under this Lease, Landlord shall be held to a standard of reasonableness and shall not be liable to Tenant for delays caused by Force Majeure Events.

38. Default by Landlord. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion.

39. Rules and Regulations. Tenant shall faithfully observe and comply with the nondiscriminatory rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all nondiscriminatory modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy to them to Tenant (a copy of the present Rules and Regulations is attached hereto as Exhibit J). Landlord shall use its reasonable efforts to enforce compliance with such rules, but shall not be responsible to Tenant for the nonperformance of any of said rules by other tenants or occupants.

40. Limitation on Liability. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Landlord: (1) Tenant's sole and exclusive recourse shall be against Landlord's interest in the Premises and Tenant shall not have any right to satisfy any judgment which it may have against Landlord from any other assets of Landlord; (2) no member, partner, stockholder, director, officer, employee, beneficiary or trustee (collectively, "**Partner**") of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction over Landlord); (3) no service of process shall be made against any Partner of Landlord (except as may be necessary to secure jurisdiction over Landlord); (4) no Partner of Landlord shall be required to answer or otherwise plead to any service of process; (5) no judgment will be taken against any Partner of Landlord; (6) any judgment taken against any Partner of Landlord may be vacated and set aside at any time nunc pro tunc; (7) no writ of execution will ever be levied against the assets of any Partner of Landlord; and (8) these covenants and agreements are enforceable both by Landlord and also by any Partner of Landlord.

41. Sublease Status

41.1 As of the Lease Date, Landlord possesses a leasehold estate in McClellan, pursuant to the EDC Lease Agreement between Landlord's predecessor-in-interest, the County of Sacramento ("**County**"), as Lessee, and the United States Air Force, as Lessor, dated August 13, 1998, as supplemented and/or amended ("**EDC Lease**"), and subject to Operating Agreement, as supplemented and/or amended ("**Operating Agreement**") between County as "**Lessee**," and the United States Air Force, as "**Air Force**". As a result of such tenancy pursuant to the EDC Lease, (i) the provisions of this Lease are junior, subordinate and subject to the Terms and conditions of the EDC Lease, and (ii) this Lease is a "sublease" in accordance with applicable law, statutes and ordinances. During the Term of this Lease, Landlord, using its commercially reasonable efforts, shall not violate the provisions of the EDC Lease. Subject to Section 40.2 of this Lease, the termination of the EDC Lease for any reason shall result in the automatic termination of this Lease, without liability to Tenant or Landlord, as a result of such termination, in which case the parties shall have no further obligations under this Lease. Tenant shall not cause or take any action or inaction or cause or permit any Tenant representatives to take any action or which would constitute a default by Landlord under the EDC Lease, which occurrence would be deemed a default by Tenant under Section 22 of this Lease.

41.2 In accordance with the Economic Development Conveyance Agreement with the United States Air Force ("**EDC Agreement**"), Landlord has the right to acquire fee title to the Property, including the Premises, which acquisition may or may not occur during the Term of this Lease. Notwithstanding any other provision of this Lease to the contrary, in the event the Landlord does acquire fee title to the Property during the Term of this Lease, and as a result thereof, the EDC Lease terminates as such document relates to the Premises, the parties hereto agree that this Lease shall remain in full force and effect as a direct contractual obligation between the Landlord and Tenant, Tenant shall recognize and attorn to the Landlord as its direct "landlord", and the Tenant agrees to enter into any further documentation with the Landlord to evidence the intent of the parties as set forth in this Section; provided, however, such further documentation shall not materially increase Tenant's obligations under this Lease.

41.3 Notwithstanding any other provision of this Lease to the contrary, Tenant acknowledges and agrees that the Landlord's right, title and interest in this Lease is transferable and assignable to any third party selected by the Landlord. In this regard, upon written notice from the Landlord, Tenant agrees to execute any and all reasonable documentation to evidence such assignment as set forth in this Section, and the named Landlord shall be released from any and all future liability under this Lease; provided, however, such further documentation shall not materially increase Tenant's obligations under this Lease.

41.4 Tenant shall cause the Permitted Use of the Premises to be consistent with documentation described in Exhibit K, which includes the EDC Agreement, the EDC Lease, the Environmental Certificate, the SSEBS, the Operating Agreement and the Programmatic Agreement between the United States Air Force, the California State Preservation Officer and the Advisory Council on Historic Preservation Regarding Disposal of McClellan Air Force Base ("**Historic Preservation Agreement**") (collectively, "**McClellan Use Documentation**"). Copies of the McClellan Use Documentation are available at Landlord's corporate offices.

42. Infrastructure Cooperation. Tenant acknowledges that certain utility and/or operation systems which service the Premises and/or the expansion space(s) which are available to Tenant under this Lease may service adjacent premises and/or buildings. In this regard, to the extent that the controls, lines, mechanical systems and/or infrastructure for such systems must be utilized on a non-exclusive basis between Tenant and other third party tenants, as determined by Landlord, Tenant agrees to execute all documentation necessary to provide for such non-exclusive utilization, which documentation, among other provisions, would allocate on a reasonable basis, the expense of use, operation, maintenance and repair of such system between such users, provided that such documentation shall not cause material interference with Tenant's Permitted Use. Tenant shall execute such documentation within ten (10) days following its receipt thereof.

#### 43. General Provisions

43.1 Governing Law. This Lease shall be governed by the laws of the State of California and the parties hereto agree that venue shall be in Sacramento County Superior Court or the United States District Court for the Eastern District of California.

43.2 Successors and Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; if Landlord or Tenant is comprised of multiple parties, each of such parties hereto shall be jointly and severally liable hereunder.

43.3 Entire Agreement. This Lease, the exhibits herein referred to, and any addendum executed concurrently herewith, are the final, complete and exclusive agreement between the parties and cover in full each and every agreement of every kind or nature, whatsoever, concerning the Premises and all preliminary negotiations and agreements of whatsoever kind or nature, are merged herein. Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord, and Tenant expressly agrees that if any such representations or promises have been made by others, Tenant hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding. Unless otherwise

provided herein, no supplement, modification, or amendment of this Lease shall be binding unless executed in writing by the parties.

43.4 Captions. The captions of paragraphs of this Lease are for convenience only, and do not in any way limit or amplify the Terms and provisions of this Lease.

43.5 Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

43.6 Authority. The person(s) executing this Lease warrants that he or she has the authority to execute this Lease and has obtained or has the requisite corporate or other authority to do the same.

43.7 Counterparts. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party may execute a facsimile counterpart signature page to be followed by an original counterpart. Each such facsimile counterpart signature page shall constitute a valid and binding obligation of the party signing such facsimile counterpart.

43.8 CC&Rs. Tenant agrees to comply with the provisions of any and all covenants, conditions and restrictions (collectively, "CC&Rs"), which encumber the Premises as of or after the Lease Date, and any amendments, additions or modifications thereto in which Tenant has been provided written notice of by Landlord.

43.9 Execution. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate as of the day and year first above written.

**LANDLORD:**

**McCLELLAN BUSINESS PARK LLC**, a Delaware limited liability company

By: LK McCLELLAN, LLC, a California limited liability company  
Its: Member

By: [Signature]  
Larry D. Kelley

Date: 10/17/06

**TENANT:**

**SACRAMENTO POLICE DEPARTMENT**, on behalf of the City of Sacramento

By: [Signature]  
Gustavo F. Vina, Assistant City Manager  
For: Ray Kerridge, City Manager  
October 13, 1006

APPROVED AS TO FORM:  
[Signature]  
CITY ATTORNEY

**ATTEST:**

[Signature]  
CITY CLERK  
10-16-06

CITY  
AGREEMENT NO. 2006-1088

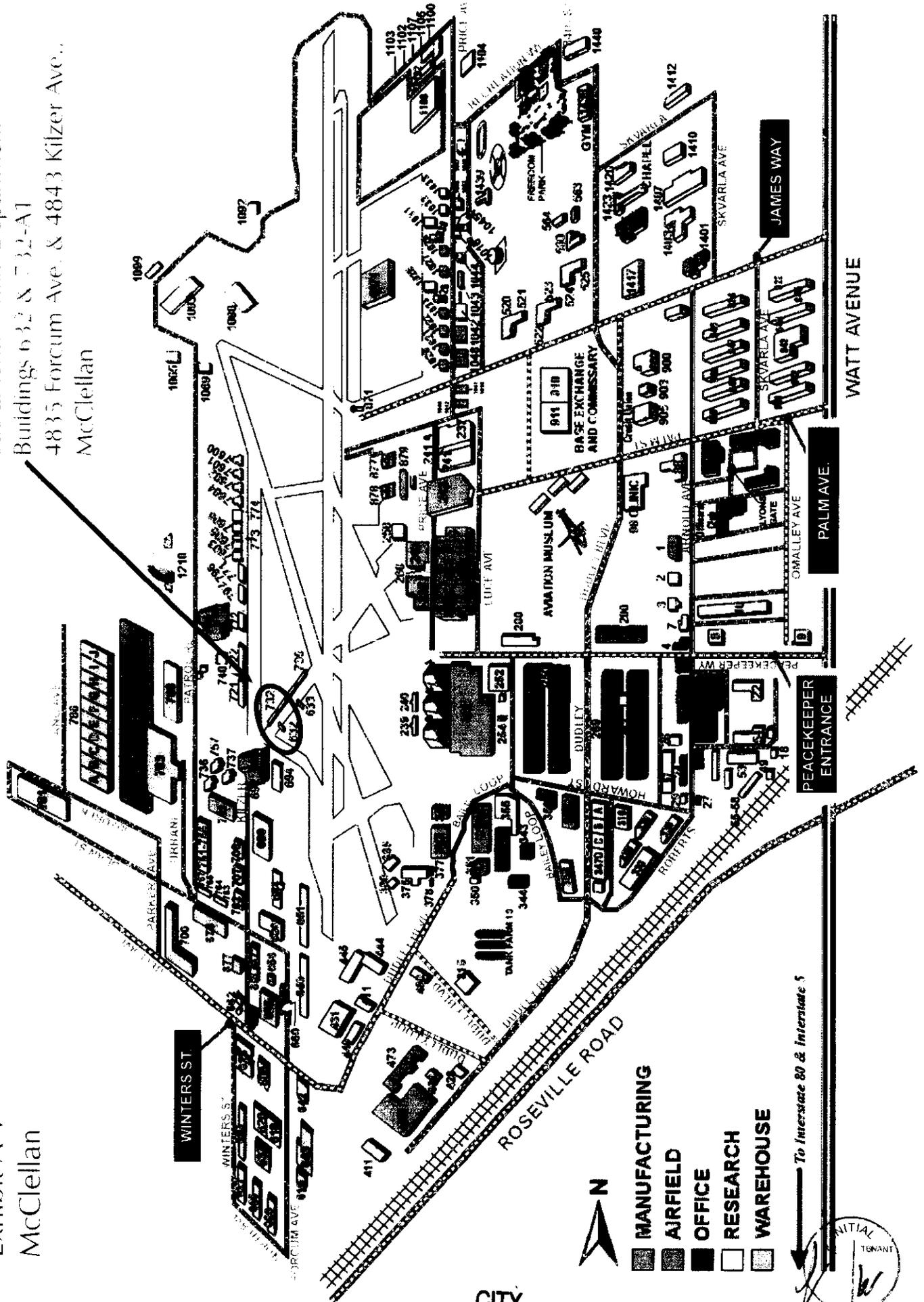
**EXHIBITS**

- Exhibit A-1 - McClellan
- Exhibit A-2 - Premises
- Exhibit A-3 - Building
- Exhibit A-4 - Parking Areas
- Exhibit A-5 - Airfield
- Exhibit B - Work Letter Agreement
- Exhibit C - Declaration of Lease Commencement
- Exhibit D - Airport Requirements
- Exhibit E - Environmental Questionnaire
- Exhibit E-1 - Air Force Notification Request
- Exhibit E-2 - Sewer Use Questionnaire
- Exhibit F - Environmental Certificate
- Exhibit G - Environmental Disclosure
- Exhibit H - Asbestos Notification
- Exhibit I - [Intentionally Deleted]
- Exhibit J - Rules and Regulations
- Exhibit K - McClellan Use Documentation

**EXHIBIT A-1  
McCLELLAN**

Exhibit A-1  
McClellan

Sacramento Police Department  
Buildings 632 & 732-A1  
4835 Forcum Ave. & 4843 Kilzer Ave.,  
McClellan



CITY AGREEMENT NO. 2006-1088

To Interstate 80 & Interstate 5



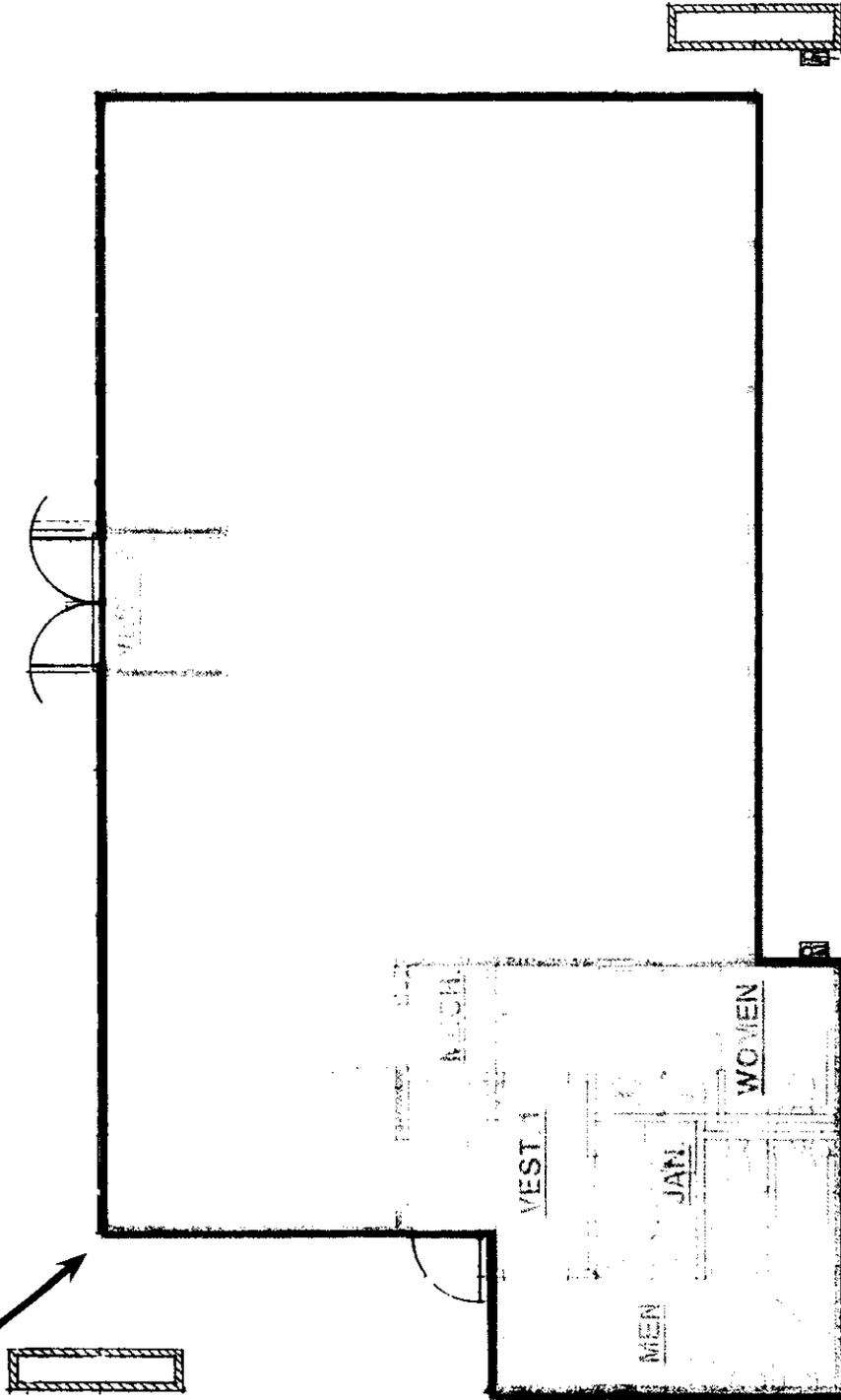
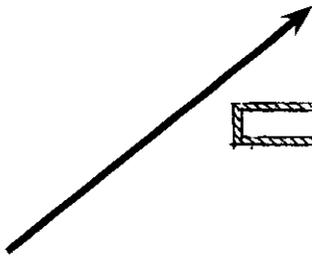
**EXHIBIT A-2  
PREMISES**

**4843 Kilzer Avenue, Building 732-A1 (“Hangar”)**

**4835 Foreum Avenue, Building 632 (“Office”)**

Sacramento Police Department  
Buildings 632  
4835 Forcum Ave., McClellan

Exhibit A-2  
Premises

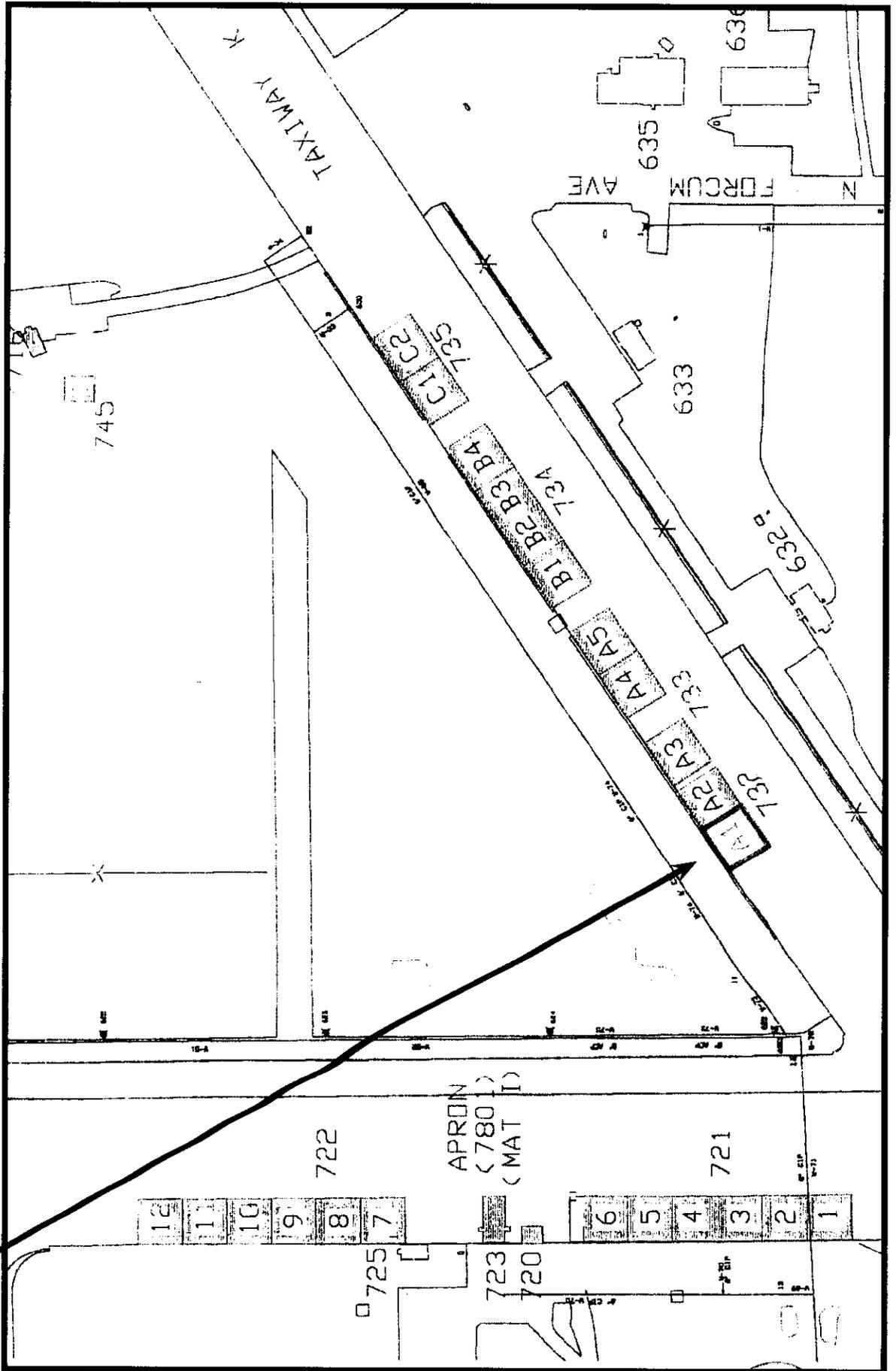


CITY AGREEMENT NO. 2006-1088



Sacramento Police Department  
Buildings 32-A1  
4843 Kilzer Ave., McClellan

Exhibit A-2  
Premises

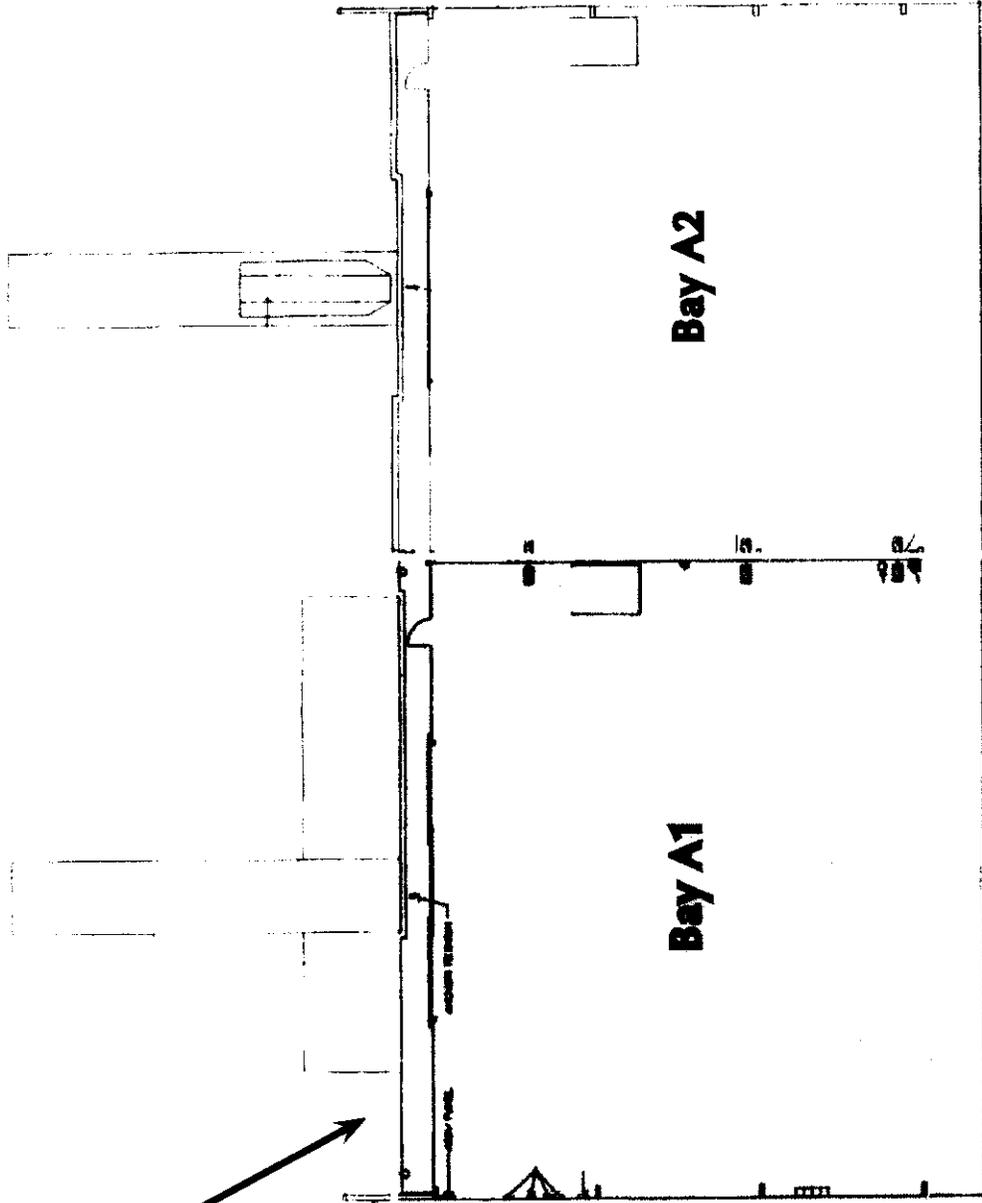
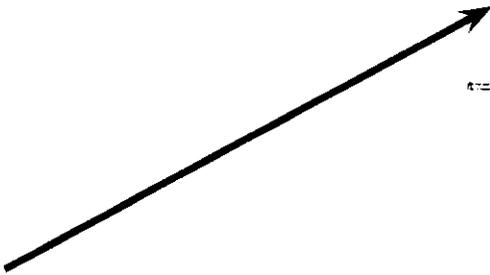


CITY  
AGREEMENT NO. 2006-1088



Sacramento Police Department  
Buildings 32-A1  
4843 Kilzer Ave., McClellan

Exhibit A-2  
Premises



CITY  
AGREEMENT NO.

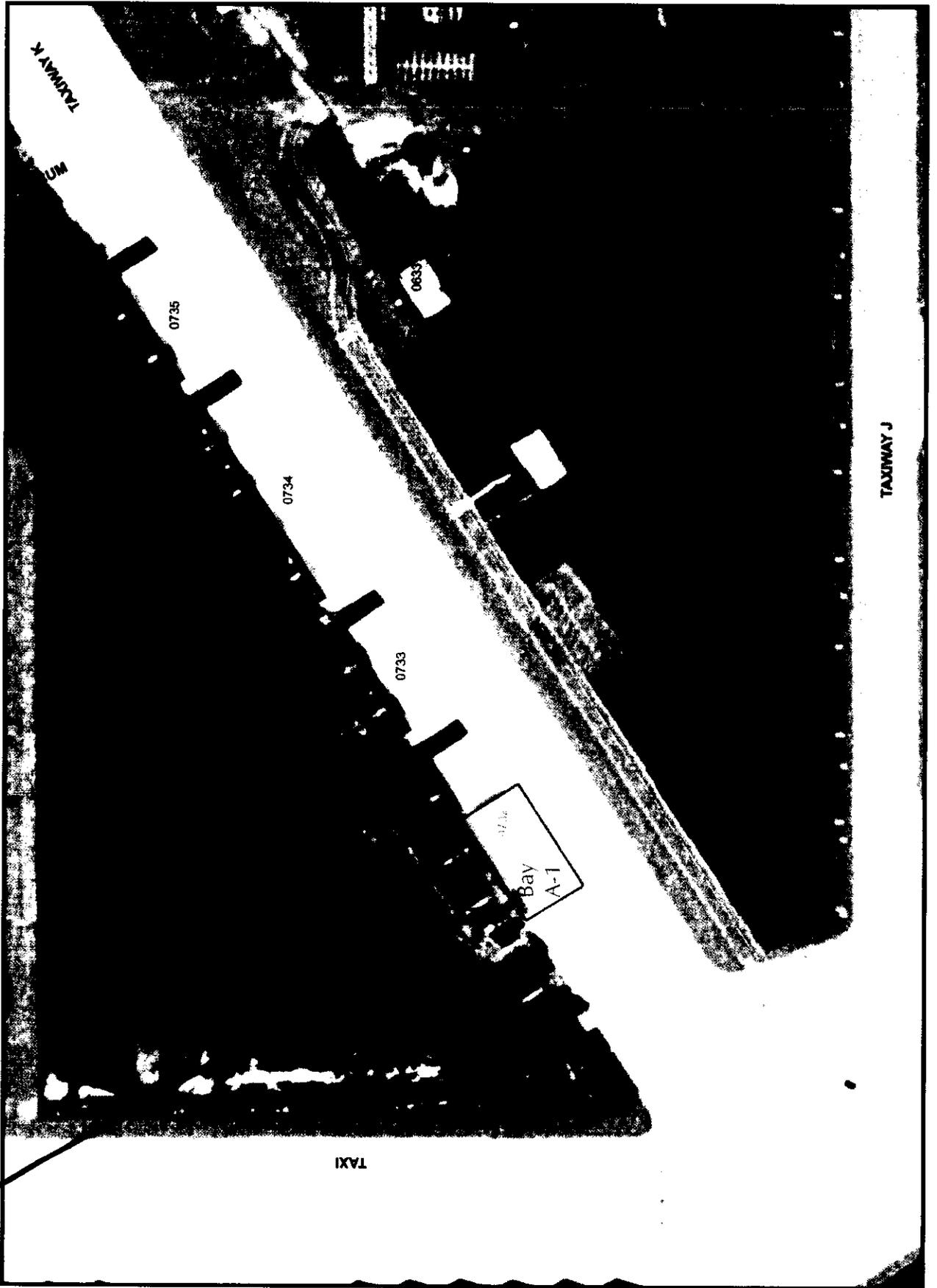
2006-1088



**EXHIBIT A-3**  
**BUILDING 732-A1 & 632**

Sacramento Police Department  
Building 732-A1  
4843 Kilzer Ave., McClellan

Exhibit A-3  
Building

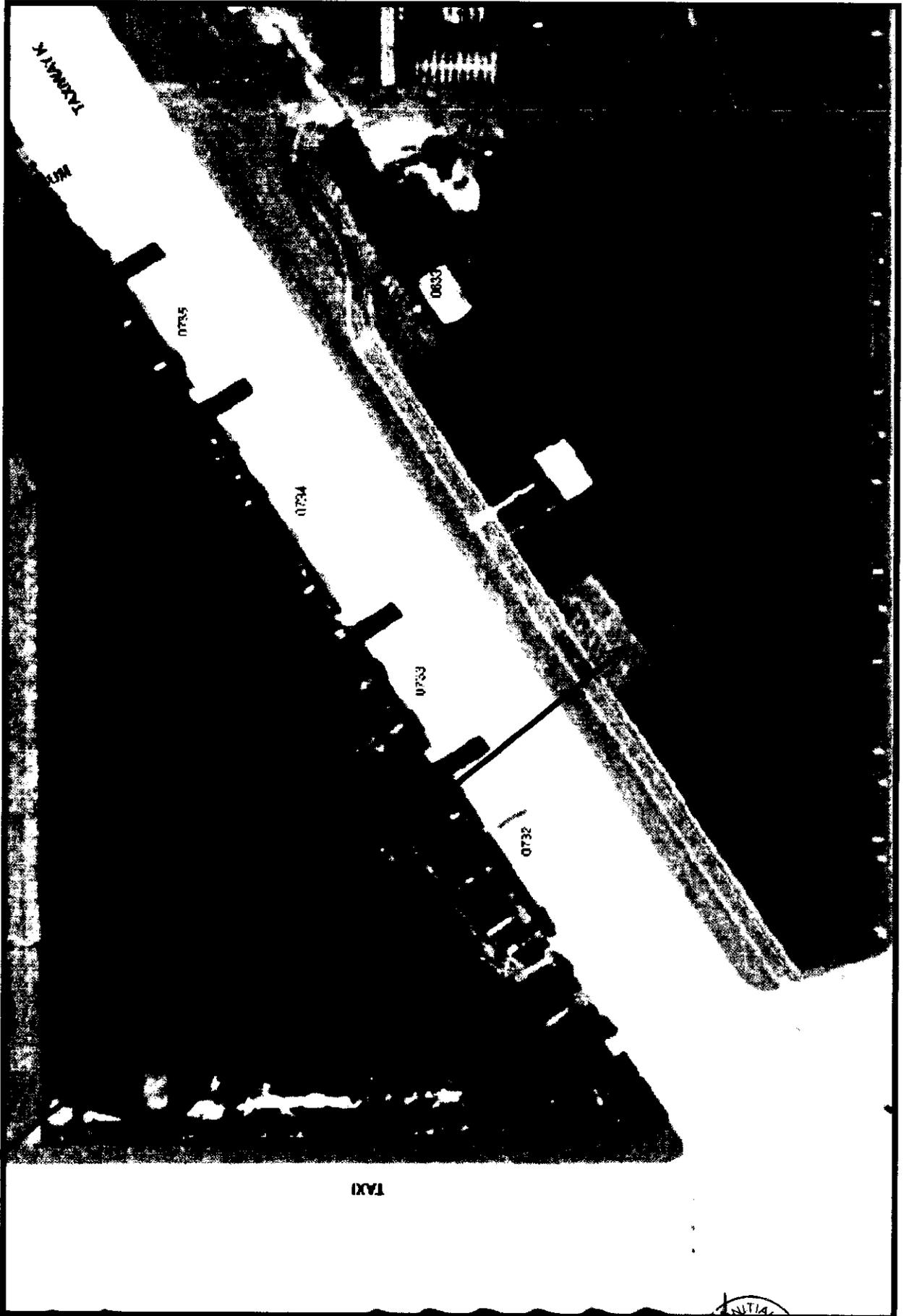


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Sacramento Police Department  
Building 632  
4835 Forcum Ave., McClellan

Exhibit A-3  
Building



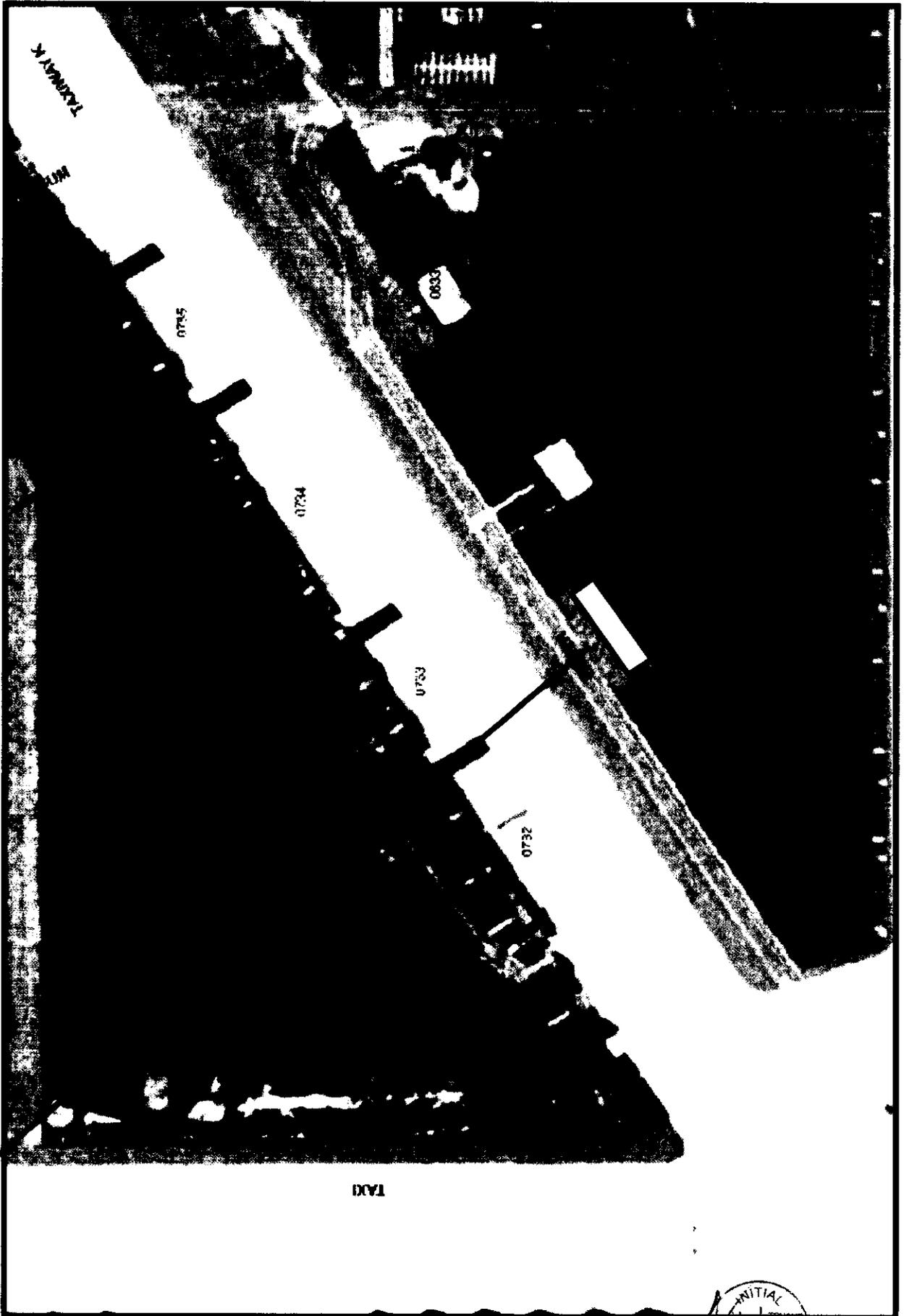
CITY  
AGREEMENT NO. 2006-1088



**EXHIBIT A-4  
PARKING AREAS**

Sacramento Police Department  
Building 632  
4835 Forcum Ave., McClellan

Exhibit A-4  
Parking Area



TAXI

CITY  
AGREEMENT NO. 2006-1088



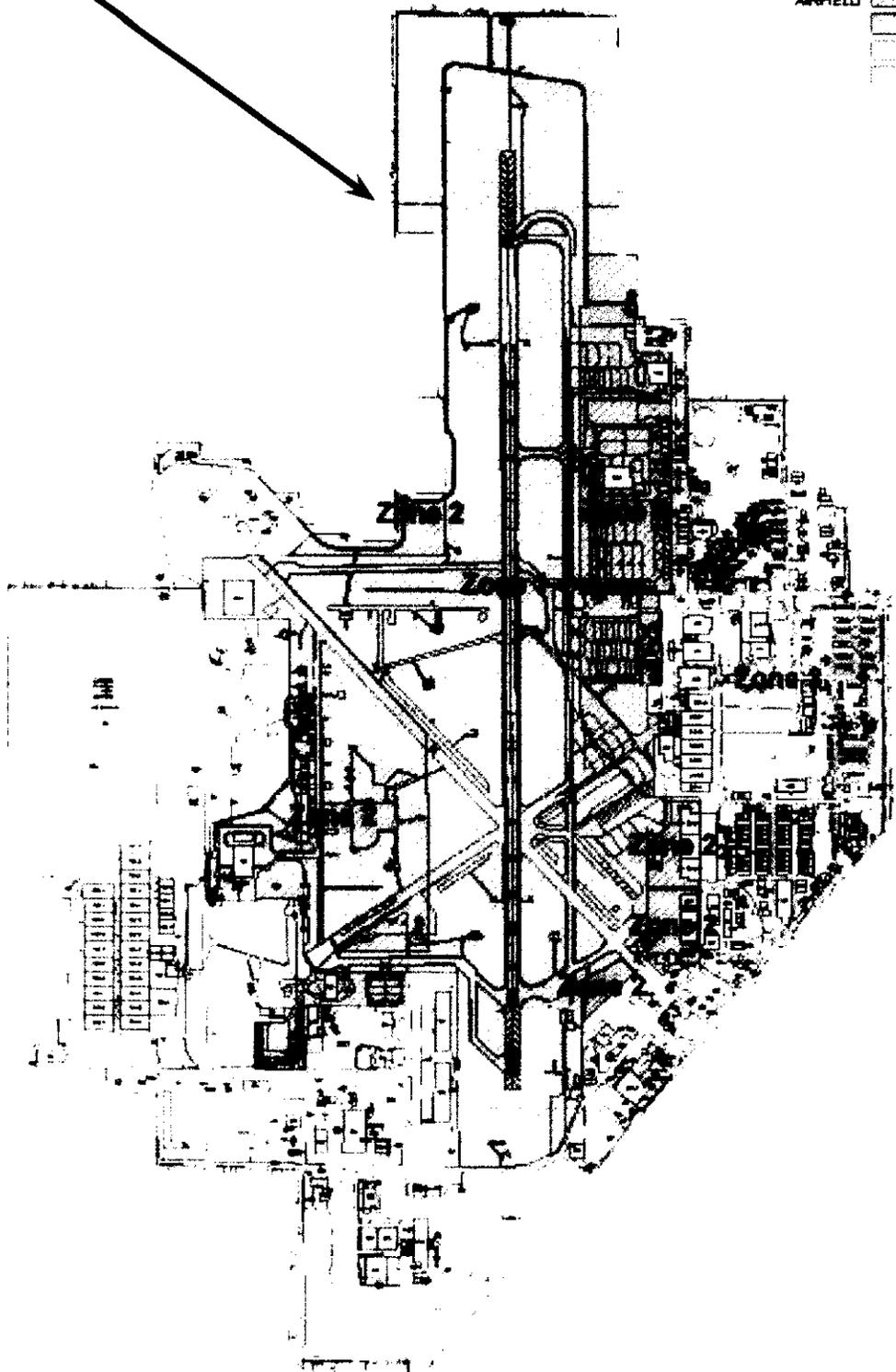
**EXHIBIT A-5  
AIRFIELD**

Exhibit A-5  
Airfield

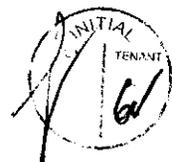
Sacramento Police Department  
Buildings 632 & 732-A1  
4835 Forcum Ave. & 4843 Kilzer Ave.,  
McClellan

**Legend**

ZONE	
	Zone 1
	Zone 2
	Zone 3
	AIRFIELD



CITY  
AGREEMENT NO. 2006-1088



**WORK LETTER AGREEMENT**  
**[Landlord Performs Work]**  
**[Minor Work Only]**

THIS AGREEMENT made as of the 26<sup>th</sup> day of September 2006, between **McCLELLAN BUSINESS PARK LLC**, a Delaware limited liability company ("**Landlord**"), and **SACRAMENTO POLICE DEPARTMENT**, on behalf of the City of Sacramento ("**Tenant**").

Reference is made to the Standard Form Net Lease Agreement ("**Lease**") dated September 26, 2006 (the "**Lease**") for the "**Premises**" more particularly described therein known as (i) Building 732-A1, 4843 Kilzer Avenue, ("**Hangar**"), and (ii) Building 632, 4835 Forcum Avenue ("**Office**") (the "**Property**").

Landlord, at its cost, agrees to perform the items of work (the "**Work**") in the Premises (describe work and/or refer to any drawings or plans that have been prepared, if they are final), attached hereto as Schedule 1.

**LANDLORD:**

**McCLELLAN BUSINESS PARK LLC**, a Delaware limited liability company

By: LK McCLELLAN, LLC, a California limited liability company

Its: Member

By: \_\_\_\_\_

Larry D. Kelley

Date: \_\_\_\_\_

10/2/06

**TENANT:**

**SACRAMENTO POLICE DEPARTMENT**, on behalf of the City of Sacramento

By: \_\_\_\_\_

Gustavo F. Vina, Assistant City Manager  
For: Ray Kerridge, City Manager  
October 13, 2006

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY

**ATTEST:**

\_\_\_\_\_  
CITY CLERK  
10-16-06

CITY AGREEMENT NO. 2006-1088

## SCHEDULE 1

A. Landlord agrees to construct the following Tenant Improvements in Building 732A-1 at its sole cost and expense:

1. Infill all window holes.
2. Install metal as necessary to seal off building to the ground.
3. Saw cut curbing at rear of building to all existing man doors to meet fire code.
4. Install two man doors to meet fire code.
5. Remove unused electric boxes within Premises.
6. Install light over address numbers (photo controlled).
7. Install two (2) exterior light fixtures one (1) each on NE and SW sides of Building.
8. Install one each side 16' hangar door.
9. Install each side metal framing and necessary sheet metal to enclose hangar.
10. Make "Jet-Blast" sliding doors at rear work for ventilation only.
11. Paint inside and out.

In addition to the above-referenced Tenant Improvements, Landlord shall construct/prepare a Helipad for the common use of Landlord's tenants.

B. Landlord shall provide the following Tenant Improvements in Building 632 at its sole cost and expense:

1. Landlord shall professionally clean the facility.

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**EXHIBIT C**

**DECLARATION OF LEASE COMMENCEMENT**

This is to confirm that the Commencement Date, as defined in Section 2.2 of the attached lease, for the property commonly known as 4843 Kilzer Avenue, Building 732-A1, containing approximately 4,020 rentable square feet and 4835 Forcum Avenue, Building 632, containing approximately 1,754 rentable square feet pursuant to the lease dated September 26, 2006, between **McCLELLAN BUSINESS PARK LLC**, a Delaware limited liability company and **SACRAMENTO POLICE DEPARTMENT**, on behalf of the City of Sacramento, is, for all purposes, agreed to be \_\_\_\_\_, 20\_\_\_\_, and the Expiration Date of the Lease is agreed to be \_\_\_\_\_, 20\_\_\_\_.

**LANDLORD:**

**McCLELLAN BUSINESS PARK LLC**, a Delaware limited liability company

By: LK McCLELLAN, LLC, a California limited liability company  
Its: Member

By: \_\_\_\_\_  
Larry D. Kelley

Date: \_\_\_\_\_

**TENANT:**

**SACRAMENTO POLICE DEPARTMENT**, on behalf of the City of Sacramento

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY**  
**AGREEMENT NO. 2006-1088**

**EXHIBIT D  
AIRPORT REQUIREMENTS**

**McClellan Airfield  
Operations Manual**

CITY  
AGREEMENT NO. 2006-1088

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**Appendix 1: McClellan Airfield Access Control Briefing**

**Appendix 2: McClellan Airfield Construction Activities**

# Chapter 1: Control and Management

## A. Purpose

This document establishes policies, procedures, and guidelines for conducting aviation and flight-related activity at McClellan Airfield. It is specifically intended to achieve the following:

- Define the boundaries of the McClellan airfield and surrounding airspace.
- Assign responsibilities associated with upkeep and use of airfield assets.
- Establish procedures for authorizing, coordinating, and conducting operational activity at the airfield.
- Prescribe safety, security, emergency and contingency requirements to maximize customer service and operation readiness.

## B. Policymaking Authority

1. McClellan Airfield is a public-use airport, operated by the Sacramento County Airport System (SCAS) for the County of Sacramento. The County of Sacramento is the governing authority responsible for establishing rules, procedures and guidelines pertaining to operational use of the airfield. Management and coordination of all aviation-related activity is exercised through the Airfield Management Office (AMO), which is located on-site.
2. Airport Management has the authority to deny the use of the Airport to any owner or operator violating any Airport or Federal Regulation.

## C. Airfield Points of Contact:

Airfield Management Office 643-5611; FAX: 646-1255

Sacramento Metro Fire Department Business 566-4000

McClellan Business Park 965-7100

US Coast Guard 643-7659

Air Force Real Property Agency (AFRPA) 643-1250; Fax: 643-5880

McClellan Jet Services; Fixed Base Operator (FBO) 641-8970

Northern California Sierra Approach Control 366-4037; Very High Frequency (VHF) 119.825MHz

Sacramento County Local Redevelopment Authority (LRA) 646-1746

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## D. Airfield Boundaries

1. McClellan Airfield is a controlled-access area that includes Zone 1 Airfield Area and Zone 2 Hangar Area. The Zone 1 Airfield Area is the general aviation portion of the airfield. The Zone 2 Hangar Area is the perimeter fence to include buildings and apron areas immediately adjacent to each building.

Zone 1 Airfield Area includes:

- The entire runway (concrete surface 200 feet wide that runs two miles north and south in the center of the airfield).
- All grassy or paved areas adjacent to the runway.
- North and south airfield approach/departure areas.
- Taxiways A, B, C, D, E, F, G, H, J, K, L, M, and N.
- Mat "O" (general aviation parking).
- Control Tower and surrounding area.

Zone 2 Hangar Area includes:

- Buildings and adjacent parking apron areas that border the outer airfield fence line. (This area does not include Coast Guard facilities and ramps).
  - Mat "C" west of buildings 878 and 879, California Department of Forestry (CDF) only.
  - Mat "U" east and south of building 1071.
  - Mat "O" east and south of buildings 239 and 240.
  - Taxiways Q & P.
2. Perimeter fencing, traffic barricades, gates, and signage are used to control access. For access control procedures to Zone 1 or 2, see Appendix 1, McClellan Airfield Access Control Briefing.

## E. Usage Criteria

1. The pavement and subsurface strength of the McClellan airfield runway, taxiways, and parking aprons are designed to support most types of aircraft. Specifically, the McClellan airfield facilities were designed to accommodate KC-135s. For aircraft strength characteristics reference should be made to the Airport Layout Plan (ALP). The ALP has a comparison chart for specific airplanes and their associated landing gear and allowable weights at McClellan Airfield. McClellan's electronic navigation and approach systems are inspected, flight checked, and certified for IFR (Instrument Flight Rules) operations, in accordance with FAA (Federal Aviation Administration) criteria.
2. Aircraft using McClellan Airport must follow the FAA rules and regulations for a general aviation public-use airport without a control tower. The AMO is responsible for notifying, via the FAA NOTAM system, all tenants and transients of all outages and activities that effect operational safety.

3. The United States Coast Guard Air Station Sacramento (CGAS) is a federal government tenant organization on McClellan Airfield that maintains continuous readiness to launch short-notice Search and Rescue (SAR) missions. The Coast Guard Rescue Coordination Center is staffed 24-hours per day, seven days per week. CGAS is, therefore, authorized to conduct flight-related operations as necessary to maintain their operational readiness capabilities. During CGAS SAR's all airfield priority is given to the Coast Guard.
4. Aircraft Storage and Parking will be coordinated through the FBO. Such storage and parking shall be without any responsibility of McClellan Airport, the County of Sacramento, or any officers or employees, for any loss of, or damage to aircraft while so stored or parked. Likewise, owner/operator shall be responsible for any liability arising from or caused by their aircraft or activities.
5. No person shall enter any restricted area, which is posted, or closed to the public except (a) persons duly authorized by Airfield Management or (b) law enforcement or fire-fighting personnel.
6. No person shall operate any aircraft in flight or on the ground in such a manner as to cause unnecessary noise as determined by applicable Federal, State or local laws and regulations.
7. Animals. No person shall willfully and knowing permit any animal owned, possessed, or harbored by that person to enter the airport unless the animal is leashed or restricted in such manner as to be under control, or is in a shipping container, or is otherwise under physical restraint. No animals, except for a "service" dog are allowed to enter any airport building.
8. Access to Runways. No person shall enter upon any runway, or runway enclosure, of the McClellan Airfield, except in an aircraft, without the express consent of the Airport Management.
9. No person shall shoot any projectile from a firearm or other device, into, on, or across any portion of the airport, nor have in his/her possession, or under his/her control, any firearm which is not unloaded and securely wrapped and boxed for shipment, or explosive or explosive device; provided, however, this does not apply to peace officers, appropriate wildlife officer, or military personnel who are acting in the performance of their duties as such.
10. Dumping Refuse. No person shall place deposit, or dump any garbage, cans, bottles, papers, ashes, sewage, trash, rubbish, debris, or any other refuse in any location on the airport except in containers plainly marked and approved for the respective type disposal.
11. Aircraft Fueling and Defueling:
  - a) No aircraft shall be fueled or defueled while the aircraft engine is running or while the aircraft is in a hangar or other enclosed space.
  - b) No smoking shall be permitted within fifty (50) feet of the aircraft or fuel truck while aircraft is being fueled or defueled.
  - c) During fuel handling, no passenger shall be permitted in or on the aircraft (unless a cabin attendant is stationed at or near the cabin door).
  - d) During fuel handling activities, no person shall operate any radio transmitter or receiver, nor switch electrical appliances on or off in such aircraft, or in the immediate vicinity (50') thereof.
  - e) Where there has been a fuel leak or spill, no person shall start engine of aircraft in close proximity until the leak or spill has been mitigated. In the event of such leaks or spills, Airport Management and Sac Metro Fire via 911 shall be notified.

- f) Fuel can only be stored in approved facilities and no fuel shall be stored closer than 50 feet to any hangar, building or inside the airfield perimeter.
  - (g) All fuel trucks handling fuel for aircraft shall be stored in approved areas and not be able to be stored on airport aprons.
  - h) Fuel Truck Operation Procedures:
    - All fuel vehicles operating in Zone 1 will be equipped with a rotating beacon which will be operational at all times.
    - All fuel vehicles will be equipped with an operational VHF radio and operator will monitor CTAF frequency.
    - Fuel vehicle operator will be trained in airfield operations and use of airfield radios and terminology.
    - Fuel vehicles requiring access to the west side of the airfield
      - The only area fuel vehicles may cross the runway is via Taxiway H and Taxiway J.
      - Fuel vehicle operators will make the proper radio calls prior to entering and exiting the runway area crossing.
12. Operational safety during construction. Construction activities within the Airport Layout Plan (ALP) will be in accordance with McClellan Airfield Construction Activities, Appendix 2.
13. All Fixed Base Operations (FBO), aircraft owners or person engaged in aircraft fueling will employ a Fuel Quality Control Program and Training Program, in accordance with FAA Advisory Circular AC 150/5230-4A (6/18/04).
14. All hazardous substance/fuel spills leaks will be reported to the McClellan Airfield Management office who will notify the SCAS Environmental Health Specialist designated for the McClellan Airfield. This individual will then make additional notifications and fulfill appropriate reporting obligations. Tenants and airfield users are responsible for their own cleanup and costs associated with management and/or disposal of hazardous substances.
- Note:** AFRPA must be notified of all reportable spills in accordance with McClellan Tenants Utilities Environmental Communications Plan.
15. Runway lights and all other airport property damaged or destroyed by accident or otherwise shall be paid for by the parties responsible.
16. No person or persons, except flight crew, duly authorized personnel, passengers going to or from aircraft, or persons being personally conducted by Airport Management shall enter the landing area property, taxi space, or apron.

## F. Operating Hours

1. Aircraft may land or depart from McClellan Airfield at any time, including weekends and holidays. Landing and tie-down fees will be assessed in accordance with a Sacramento County-approved

schedule.

2. The McClellan Airfield Management office is attended from 7:30 a.m. to 4:30 p.m. Monday through Friday, excluding the following holidays or the day the federal holiday is observed.

New Years Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day and the following Friday  
Christmas Day

For emergencies after normal work hours and on holidays, contact the Sacramento County Airport System Communications Center at (916) 874-0456 and ask for the McClellan Airfield on call person.

3. McClellan Jet Services is the Fixed Base Operator (FBO), 916-641-8970 and provides fueling and other support to transient aircraft.
4. Aircraft Rescue and Firefighting (ARFF) services are performed by Sacramento Metropolitan Fire Department and on site support is available 24 hours per day, 7 days per week. ARFF support can be contacted via 911.

## **G. Maintenance and Support Services**

The County of Sacramento contracts with local enterprises for maintenance and support services essential to the operation of the airfield. These include:

- Aircraft Rescue and Firefighting service.
- Petroleum, oil and lubricant service.
- Maintenance of airfield surfaces, lighting systems, navigation and approach aids, weather reporting hardware, and Ground Support Equipment (GSE).
- Sweeping and Foreign Object Damage (FOD) control.
- Grass care and weed control.
- Bird and Animal Strike Hazard (BASH) control.

## **H. Security**

Airfield security procedures are as follows.

1. Access control of the airfield is paramount for safety reasons. Runway incursion by vehicles is one of the greatest safety hazards in airport operations. Signs along

the airfield perimeter clearly identify the boundary of the airfield controlled-access area.

2. Drivers are not allowed to operate vehicles within the airfield controlled-access area until they have attended an AMO safety course and have been issued a flightline pass. McClellan Airfield Access Control Briefing, Appendix 1 establishes procedures and guidelines for individuals (staff, contractors, etc.) who require access to McClellan Airfield.
3. Unauthorized intrusions into the airfield controlled-access area will be reported to the Sacramento County Sheriff's Office. The names and/or license plate numbers of offenders will be reported to Sacramento County law enforcement officials. Unauthorized vehicles or equipment may be towed from the airfield at the owner's expense.
4. Tenants are responsible for the area under lease and the adjacent aircraft-parking apron utilized by their aircraft. Requirement for positive identification of employees and other personnel granted access, the tenant-leased area is the responsibility of the tenant.
5. Control of unauthorized access to the Airport through any gate, door, or opening is the responsibility of Airport Management.
6. Sacramento Sheriff Department is the Law Enforcement agency on the Airport.

## **I. Complaints**

Five steps are used to process complaints regarding airfield operations: unsafe conditions, noise, inadequate service, or unfair treatment.

### Step One – Documentation

1. Specific details of the complaint are recorded, along with the name, address, phone number, and signature of the complainant, and forwarded to the AMO. Complaints of negligence, incompetence, or mismanagement on the part of the AMO may be filed directly to SCAS with a courtesy copy sent to the County of Sacramento Local Redevelopment Authority.

### Step Two – Investigation

2. All complaints will be thoroughly researched. The Airfield Manager will be responsible for complaints regarding the airfield. Other complaints will be filed with the AMO and a courtesy copy sent to the County of Sacramento Local Redevelopment Authority.

### Step Three – Report on Findings

3. Facts, findings, analysis, and recommended corrective action will be compiled in a written report.

### Step Four – Review

4. Copies of the complaint and investigative research report will be forwarded to the SCAS with a

courtesy copy sent to County of Sacramento Local Redevelopment Authority.

Step Five – Response

5. The complainant will receive a written response detailing specific corrective action taken (if any) to alleviate the problem.

## Chapter 2: Airfield Information

### A. Runway, Taxiways & Parking Aprons

1. Runway 16/34 is 10,600 feet long and 150 feet wide. It is painted and marked as an all-weather runway in accordance with FAA criteria. The south safety area is 1,270 feet long. The north safety area is 1,125 feet long. Lighted runway distance markers are located 75 feet from the edge of the pavement, depicting distance remaining in thousands of feet.

There are fourteen letter-designated taxiways. See diagram in Appendix 1. A parallel taxiway, Taxiway A, is located 600 feet east of Runway 16/34. Pilots should exercise caution so as not to confuse Taxiway A with the runway. Taxiways E and G are 150 feet wide; Taxiway F and K are 50 feet wide; taxiways A, B, C, D, H, J, and N are 75 feet wide. Taxiways M, H, and Taxi-lane P are closed. Taxiway J and K lead into an apron area partially obstructed by aircraft sheds and vehicle drive lanes. Taxiway K is acceptable for aircraft less than 30,000 pounds.

- a) Five concrete parking aprons (Mats) are located east of Taxiway A.

(a) Mat Oscar	Adjacent to Building 251	240,333 Sq. Ft.
(b) Mat Echo	Adjacent to Building 5301	175,885 Sq. Ft.
(c) Mat Charlie	Adjacent to Buildings 877/878	86,823 Sq. Ft.
(d) Mat Uniform	Surrounding Building 1071	175,885 Sq. Ft.
(e) Mat Victor	Adjacent to Building 1106	96,536 Sq. Ft.

### B. Airfield Lighting

1. Runway 16 has High Intensity Runway Lights (HIRL), a High-Intensity Approach Lighting System with Sequenced Flashing Lights (ALSF-1), Threshold Lights, and Precision Approach Path Indicators (PAPI's) that are aligned with the Instrument Landing System (ILS) Glide Slope. Runway 34 has HIRL, Threshold Lights, and PAPI's only. All taxiways east of the runway are lighted with standard blue taxiway lights. On the west side of the runway only Taxiways J and N have blue taxiway lights. Taxiway K is equipped with reflectors. PAPI's operate continuously. Approach, threshold, runway, and taxiway lights are activated by radio remote control on VHF frequency 122.975.

2. Procedures for activating Pilot-Controlled Lighting (PCL) are as follows:

Key Mike	Result
3 times	Approach, Runway and Taxiway lights at Step 1, No Sequenced Flashers
5 times	Approach, Runway and Taxiway lights at Step 3, No Sequenced Flashers
7 times	Approach, Runway and Taxiway lights at Step 5, Plus the Sequenced Flashers

3. A sensor-controlled rotating beacon is located on top of the control tower southeast of Taxiway Charlie. The beacon is turned on during hours of darkness by a light-activated sensor.

### **C. Electronic Navigation and Approach Systems**

1. McClellan Airfield has a Very High Frequency Omni-directional Radio Range (VOR), frequency 109.2 million hertz (MHz) and Distance Measuring Equipment (DME) frequency 990.0 MHz.
2. A solid-state Instrument Landing System (ILS) is configured to guide Instrument Flight Rules (IFR) aircraft to a touchdown point 1,005 feet from the approach end of the Runway 16. The ILS frequency is 109.7 MHz.
3. Any suspected malfunction of McClellan electronic navigation or approach equipment should be reported immediately to Northern California Sierra Approach Control if airborne, and to the McClellan Airfield Management Office, (916) 643-5611.

### **D. Instrument Approach Procedures**

1. There are three FAA-certified IFR approaches into McClellan.
  - a) ILS RWY 16
  - b) VOR/DME RWY 16
  - c) VOR/DME RWY 34
2. Current McClellan Airfield instrument approach procedure charts are published by National Aeronautical Charting Office (NACO) and DOD and are available in the FAA and DOD publications. It is the responsibility of the Airfield Manager to keep these charts current.

### **E. Segmented Circle**

The segmented circle lighted and equipped with a wind cone is located on a closed taxiway between Taxiways A, C D, and the runway. Arriving aircraft should fly at a safe altitude above the traffic pattern to observe the wind and landing direction indicators to determine the pattern to be flown. With winds less than 5 knots, Runway 16 is the preferential runway and has non-standard (right) turns.

### **F. Communication**

1. Pilots of aircraft arriving, departing, or operating within 10 nautical miles of McClellan Airfield at altitudes normally used by arriving and departing aircraft, should make standard UNICOM broadcasts on 122.975 MHz. FAA recommended procedures are as follows:
2. When an inbound aircraft is approximately 10 miles from the airport, the pilot should report the following:

- a) Aircraft Identification (including aircraft type)
- b) Location relative to the airport
- c) Altitude
- d) Whether landing or transiting the area

Upon entering the traffic pattern (see Chapter 4), pilots should report:

- a) Entering Downwind, Runway --
  - b) Left or Right Base, Runway --
  - c) Final, Runway --
  - d) Leaving Runway --
3. Aircraft flying an instrument approach should report leaving the Final Approach Fix, or on the final approach segment inbound.
  4. Pilots of departing aircraft should monitor the UNICOM frequency as soon as possible after engine starts, and reports the following:
    - a) Announce aircraft type, full identification number, type of flight planned (VFR or IFR), and the planned destination or direction of flight
    - b) Report taxiing from (position on the airfield) to Runway 16 or 34
    - c) Report taxiing onto the runway for departure

## **G. Airport Emergency Electrical Power**

1. Two emergency generators provide backup electricity to essential airfield equipment if commercial power is interrupted or lost. Both systems are configured to start automatically.
  - a) A 15-Kilowatt (kW) generator, located in Building 617, provides electrical power to the ILS localizer.
  - b) A 400-kW generator, located in Building 870, provides electrical power to the VORTAC, the ILS glide slope, and the airfield lighting systems.
2. The Airfield Management Office is responsible for overseeing maintenance, permitting, and testing of the emergency generators.

## **H. Automated Weather Observation System (AWOS)**

1. Real-time weather data is collected for McClellan by sensors located near the center of the runway, transmitted through a processor and broadcast continuously by computer-generated voice on the VOR 109.2MHz. AWOS information can also be obtained via telephone by dialing (916) 641-1272. Broadcasts are updated each minute.

2. Visibility sensor output is reported as a prevailing visibility value, using a 10-minute harmonic average. Reported sky condition/ceiling is derived from a ceilometer and a computer algorithm that integrates data collected during the previous 30 minutes.
3. The AMO does not staff qualified human weather observers. Computer-generated weather information may differ from that reported by a qualified human observer because AWOS is totally dependent upon the cloud advection over the sensor site.
4. Status-monitoring equipment is located in the USCG Air Station Sacramento Operations Center and in the AMO. AMO personnel are responsible for notifying the AWOS Contract Maintenance Representative immediately if an equipment outage occurs.

## **I. Inspection and Monitoring**

1. The Airfield Management Office performs and documents inspections of the runway primary taxiways and parking aprons. The inspections are performed Monday through Friday, excluding holidays. The purpose of the inspection is to identify and eliminate hazards to aviation, such as:
  - a) Any violation of established airfield clearance criteria, including access roads and construction sites.
  - b) Debris that can cause damage to aircraft engines and tires.
  - c) Damaged pavement, or the buildup of rubber deposits on the runway.
  - d) Damaged signs, or the deterioration of airfield markings.
  - e) Lighting system outages.
  - f) The failure of grass, weed, bird or animal control measures.
2. Monitoring systems are located in the Airfield Management Office to help identify ILS, VOR, DME or AWOS equipment faults and outages.

## **J. Fire Protection**

1. Aircraft Rescue and Fire Fighting (ARFF) service is available at the airfield 24 hours per day, seven days per week. The primary communication channel for requesting ARFF assistance is as follows:
  - a) Ground Emergencies: 911
  - b) Airborne Emergencies: Through Northern California Sierra Approach Control
2. Sacramento Metropolitan Fire Department provides ARFF services for McClellan Airfield.

## Chapter 3: Ground Operations

### A. Flight Plans, Weather Briefings, and Activity Coordination

Aircrews are responsible for obtaining their own weather briefings and NOTAMS, and filing/closing their own flight plans. The AMO is an activity coordination center. All towing activity conducted on an active taxiway or the runway must be coordinated through the AMO.

### B. McClellan Airfield Vehicle Operation

1. The following standards will be observed at all times when vehicles are operated on McClellan Airfield. Care, attention, and strict adherence to these precautions will prevent accidental damage to aircraft and injury to personnel.
2. Speed Limits. No vehicle will be operated at a speed in excess of that deemed reasonable and prudent for existing traffic, road, and weather conditions. Emergency vehicles shall have right of way. The following speed limits are for general-purpose vehicles:
  - a) Vehicle Parking Areas – 5 miles per hour.
  - b) Aircraft Parking Aprons – 15 miles per hour maximum.
  - c) The speed limit is 5 miles per hour within 25 feet of an aircraft.
  - d) Airfield Access or Bypass Road – 15 miles per hour as designated by local officials.
  - e) Taxiways and Inactive Runway – as designated by local officials based upon local conditions.
  - f) Designated Traffic Lanes on the Apron or Taxiway in Congested Areas or within 200 feet of Aircraft Parking Areas – 15 miles per hour.
3. Aircraft Equipment and Trailer Towing.
  - a) Towing Speed - 5 miles per hour for all aircraft.
  - b) Ground Support Equipment – 15 miles per hour.

**NOTE:** Safety or cotter pins will be used to secure pintle hooks and trailer hitches.

4. Motor vehicles shall not be driven on or across runways or other portion of aircraft operating areas without clearance or escort by Airport Management. (excluding vehicles driven or operated by fire and law enforcement). For others two-communication shall be required between Airport Management and such vehicles.
5. No person may operate a motor vehicle or aircraft in or on any portion of the airport while under the influence of intoxication liquor or drugs.

### C. Support Requirements

1. The Airfield Management Office will also provide assistance and coordination for McClellan Airfield customers as needed.
2. The following Ground Support Equipment (GSE) is available (for lease) for aircraft transiting McClellan Airfield. The FBO office will provide coordination for utilization of equipment, as well as, coordinate appropriate lease documents and payment with the County of Sacramento. Some of the available GSE is as follows:

- a) A Mobile Air-Stair Vehicle
- b) An AC/DC Generator Unit
- c) A Work Stand, up to 15-Feet High
- d) Aircraft Towing Equipment

## **D. Fueling**

Fuel service requests must be coordinated with McClellan Jet Services. The telephone number is (916) 641-8970. Service is provided 24 hours per day, seven days per week.

## **E. Maintenance Engine Runs**

1. Engine test runs for large (FAA-certified takeoff weight greater than 12,500 pounds), multiengine, and/or turbine-powered aircraft can only be accomplished at the following locations:
  - a) Utilizing the Mat Victor blast fence (CGAS Only)
  - b) Utilizing the Mat Oscar blast fence
  - c) Utilizing the South Run-up Pad blast fence
  - d) On the North Run-up Pad, with the aircraft positioned to avoid blowing debris onto the runway or taxiways
2. Engine runs will, whenever possible, be scheduled between 7:00 a.m. and 10:00 p.m. Monday through Saturday, or from 12:00 noon to 10:00 P.M. on Sunday unless required by the USCG or California Department of Forestry (CDF) for operational necessity. Engine runs should be as short as possible, and utilize the lowest practical power setting, to maintain a "good neighbor" practice. Except for USCG and CDF operational necessity, all engine runs outside these hours must first be coordinated through the AMO.

## **F. Taxiing and Parking Procedures**

1. All aircraft utilizing McClellan Airfield must taxi on established taxi lines and park on designated spots unless directed to do otherwise by the Airfield Management Office.
2. No person shall taxi any aircraft into, out of, or within any hangar or other building on or adjacent to the airport. Nor shall any person move any aircraft under its own power on the airport unless he/she is in full control of such aircraft, and has assured him/her self that there is no danger of collision with other aircraft, vehicles, equipment, building, or other obstacles. Aircraft shall be taxied at a safe speed, not to exceed 15 miles per hours.

## **G. Towing Aircraft**

All towing activity conducted on any active taxiway or the runway must be coordinated through the AMO.

## **H. Severe Weather and other Operational Hazards**

If any hazardous condition so warrants, the Airfield Management Office can close the airfield by informing tenants, transients, and Northern California Sierra Approach Control that McClellan is not accepting arrivals or allowing departures in the interest of safety.

## **I. Hazardous Cargo**

1. Tenants and transients must notify the AMO (prior to shipment) anytime that they bring hazardous cargo onto McClellan Airfield. All hazardous cargo must be handled and labeled in accordance with CFR 49, and Federal/State Department of Transportation requirements. Material Safety Data Sheets (MSDS) must also be available.
2. All air carriers operating flights into and out of McClellan Airfield must comply with 49 CFR Section 175.1 (Subchapter C, parts 171-180), governing the acceptance, storage, loading, and transportation of hazardous materials by air.

## Chapter 4: Flight Operations

### A. Airspace

McClellan Airfield is currently located in Class E (Uncontrolled) airspace. Reference FAR Part 91 – General Operating and Flight Rules.

### B. Preferred Runway

Weather and equipment permitting, pilots should try to use Runway 16 for takeoff and landing due to noise and IFR traffic flow considerations. Pilots are reminded that they are ultimately responsible for traffic separation and collision avoidance at non-towered airports.

### C. VFR Operations

1. The rectangular VFR traffic pattern for both runways is located to the west. Pilots planning to land on Runway 16 will make right-hand turns. Pilots planning to land on Runway 34 will make left-hand turns. Traffic pattern altitude for various types of aircraft are as follows:

- |                                    |                |
|------------------------------------|----------------|
| a) Light General Aviation Aircraft | 1,100 feet MSL |
| b) Helicopters                     | 600 feet MSL   |
| c) All Other Aircraft              | 1,400 feet MSL |

2. All aircraft must maintain traffic pattern altitude until turning onto the base segment.
3. VFR aircraft operating to and from McClellan must comply with FAR 91.155 weather minimum criteria.

#### **CAUTION**

(a) Rio Linda Airport is located 2.5 nautical miles west of McClellan Field. There is no air traffic control tower. The Rio Linda traffic pattern extends up to 800 feet MSL.

4. CGAS is authorized to conduct practice aerial delivery operations to a drop zone defined as a box bounded by Taxiway A, the Runway, Taxiway B, and Taxiway C, with prior AMO coordination.

### D. IFR Operations

Circling maneuvers are not authorized, except in emergency situations.

### E. Helicopters

The main runway is the preferred helicopter landing and departure area due to debris potential from rotor downwash.

## **F. Noise Abatement**

The following actions and recommendations are intended to reduce noise pollution at McClellan.

- a) Flight operations are limited to those required for operational necessity.
- b) Training for U.S. Coast Guard aircrews is considered an operational necessity.
- c) Pilots must avoid flying over populated areas as much as possible.
- d) Upon arrival, pilots should maintain traffic pattern altitude as long as practical before landing.
- e) As soon as possible after takeoff pilots should reduce power to the minimum practical setting consistent with sound safety practices.
- f) Whenever possible, engine test runs will be completed during daylight hours. Engine test runs will be completed in the designated areas identified in Chapter 3: Ground Operations, Section E Maintenance Engine Runs.

## **G. Wildlife Management:**

- a) The wildlife on McClellan Airfield is comprised primarily of small birds, crows, ducks, pheasants, rabbits and coyotes. The AMO uses noise harassment as the primary means to abate bird hazards and Department of Agriculture Fish and Game to trap and remove coyotes. Following any event where wildlife may create a hazard, the AMO shall ensure a remedial plan is developed and executed.
- b) McClellan Airfield grassy areas include numerous locations that have been identified as wetlands (vernal pools) habitats. Construction activities and vehicle/equipment operations in airfield grassy areas must be coordinated with AMO prior to operations.

## **H. Airfield Utilization**

Pilots that utilize McClellan Airfield will be required to follow FAA safety, governing rules and regulations, and the Airfield Operating Manual. Airfield users will be subject to fees established by the County of Sacramento LRA.

## **Chapter 5: Safety and Emergency Procedures**

### **A. Safety Responsibilities**

1. The Airfield Management Office (AMO) will perform the following:
  - a) Inspect for safety hazards on the airfield at least once daily, Monday through Friday, excluding holidays.
  - b) Maintain vigilance, clearly mark, and initiate corrective action whenever hazards, unauthorized incursions, or unsafe situations are discovered
  - c) Distribute airport compliance documentation.
  - d) Notify appropriate authorities of airfield incidents and mishaps; assist as necessary with investigations and corrective actions; and follow communication

- plan procedures.
- e) Serve as primary coordinating agent and liaison between airfield tenants, County of Sacramento Local Redevelopment Authority, customers, contractors, and McClellan Park ownership authorities on any airfield matters or incidents.
  - f) Coordinate emergency response services and reporting requirements.
2. The fuel service provider will:
- a) Perform refueling and defueling operations in accordance with standards published by the National Fire Protection Association (NFPA) and the Air Transport Association (ATA).
  - b) Have at least one-spill containment kits in each refueler operating on McClellan Airport.
  - c) Maintain certified hazardous material response capabilities.
  - d) Maintain and follow McClellan Emergency Response, Communication, and/or Environmental Plans in case of mishap or incident.
3. The Aircraft Rescue and Fire Fighting (ARFF) service provider must:
- a) Notify the Airfield Management Office any time equipment or personnel limitations jeopardize the response criteria listed above.
  - b) Provide services in accordance with published National Fire Protection Association (NFPA) and ATA standards.
  - c) Provide hazardous material 1<sup>st</sup> responder capabilities and notify the AMO of any significant emergency response activity on the airfield.
4. The security procedures are as follows:
- a) Personnel requiring access to McClellan Airfield will follow procedures and guidelines established in McClellan Airfield Access Control Briefing, Appendix 2.
  - b) Sacramento County Airport System (SCAS) operates the AMO for the County and will make a perimeter check of the airfield fencing as required.
4. The Sacramento County Sheriff has legal law enforcement jurisdiction of McClellan Airfield.
5. McClellan Business Park (MBP) security will maintain the perimeter security. This includes access points, e.g., gates, fencing, cameras, and controls. MBP security will monitor the airfield perimeter after duty hours. MBP will notify the Sheriff during non-duty hours of any unsafe or suspected unauthorized operations around the perimeter.
6. Tenants and other airfield users must:
- a) Comply with operational and safety restrictions imposed on them by the AMO.
  - b) Help the AMO identify and eliminate hazardous conditions and situations on the

- airfield.
- c) Maintain certified hazardous material response capabilities and maintain all required permits while at McClellan Airfield.

## **B. Hazard Reporting**

Special forms are available in the Airfield Management Office for reporting or requesting investigation of known or suspected hazards to aviation at McClellan Field.

## **C. Ground Emergencies**

The pilot of any aircraft that experiences an emergency situation while operating on the ground at McClellan should attempt to obtain assistance from the ARFF dispatcher utilizing the UNICOM frequency. Personnel in the Airfield Management Office and the FBO, who are able to contact emergency service personnel via telephone, also monitor the UNICOM frequency.

## **D. In-flight Emergencies**

1. The pilot of any aircraft that experiences an in-flight emergency (IFE) should inform Northern California Sierra Approach Control of the nature of the emergency and notification of intentions. Sierra Approach Control personnel will pass the information on to the McClellan ARFF dispatcher if the pilot's intention is to land at McClellan.
2. Any time an aircraft is operated in a nonstandard configuration (i.e. engine out, no flap, etc.) in McClellan's VFR or IFR traffic pattern, the pilot should warn local air traffic of the situation by making an appropriate announcement on the UNICOM frequency.

## **E. Hot Brakes**

If an aircraft has suspected hot brakes, the aircraft Captain notifies Sac Metro Fire Department via 911. The aircraft will normally use the entire runway length for landing rollout, and then taxi to designated hot brake area. The hot brake areas are the North Run-up Pad and the South Run-up Pad. Once the brakes have been certified safe by the aircraft operator, the aircraft may taxi to parking. A precautionary fire truck must follow it.

## **F. Emergency Response Coordination**

The senior ARFF supervisor on duty is responsible for directing the coordination of all emergency response activity associated with a ground of in-flight emergency effecting McClellan Airfield.

## **G. Contingency Plans**

The following airfield contingency plans are contained in separate documents: Tenants are responsible for developing plans for their operations.

- McClellan Airfield Emergency Plan
- McClellan Airfield Environmental Plan
- McClellan Tenant and Utilities Communication Plan

**EXHIBIT E**

**ENVIRONMENTAL QUESTIONNAIRE**

The purpose of this form is to obtain information regarding the use, if any, of hazardous substances in the process proposed on the premises to be leased. Any such use must be approved in writing by Landlord. Prospective tenants should answer the questions in light of their proposed operations on the premises. Existing tenants should answer the questions as they relate to ongoing operations on the premises and should update any information previously submitted. If additional space is needed to answer the questions, you may attach separate sheets of paper to this form.

Your cooperation in this matter is appreciated. Any questions should be directed to, and when completed, the form should be mailed to:

Alan Hersh, Senior Vice President  
McClellan Business Park  
3140 Peacekeeper Way  
McClellan, California 95652  
(916) 965-7100; (916) 568-2764 fax  
[ash@mcclellanpark.com](mailto:ash@mcclellanpark.com)

1. General Information.

Name of Responding Company: **SACRAMENTO POLICE DEPARTMENT, on behalf of the City of Sacramento**

Check the Applicable Status: \_\_\_\_\_

Prospective Tenant  Existing Tenant

Mailing Address: 5770 Freeport Blvd., Ste. 100  
Sacramento, CA 95822

Contact Person and Title: Kirk Campbell, Sergeant

Telephone Number: (916) 296-4607

McClellan Park (MP) Address of Proposed Premises to be Leased: **Building 735A, 4923 Kilzer Avenue, and Building 632, 4834 Forcum Avenue**

Length of Lease Term: **Three years and zero months**

Your Standard Industrial Classification (SIC) Code Number: \_\_\_\_\_

Describe the proposed operations to take place on the property, including principal products manufactured, services and a brief process flow description to be conducted. Existing tenants should describe any proposed changes to ongoing operations.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY  
AGREEMENT NO. 2006-1088

2. **Use and/or Storage of Hazardous Materials.**

2.1 Will any hazardous materials be used or stored onsite?

Hazardous Wastes Yes  No   
Hazardous Chemical Products Yes  No

2.2 Attach the list of any hazardous materials/wastes to be used, stored, or generated the quantities that will be onsite at any given time, and the location and method of storage (e.g., 55-gallon drums on concrete pad).

2.3 Does your company handle hazardous materials in a quantity equal to or exceeding an aggregate of 500 pounds, 55 gallons, or 200 cubic feet?

Yes  No

If yes please provide Material Safety Data Sheets (MSDS) on such materials.

2.4 Has your business filed for a Consolidated Hazardous Materials Permit from the Sacramento County Environmental Management Department?

Yes  No

If so, attach a copy of the permit application.

2.5 Are any of the chemicals used in your operations regulated under Proposition 65?

Yes  No

If so, describe the actions taken, or proposed to be taken, to comply with Proposition 65 requirements.

2.6 Do you store or use or intend to store or use acutely hazardous materials above threshold quantities requiring you to prepare a risk management plan (RMP)?

Yes  No

2.7 Describe the procedures followed to comply with OSHA Hazard Communication Standard requirements.

3. **Storage Tanks and Pumps.**

3.1 Are any above or below ground storage of gasoline, diesel, or other hazardous substances in tanks or pumps being used as a part of your present process or proposed for use on this leased premises?

Yes  No

If yes, describe the materials to be stored, and the type, size and construction of the pump or tank. Attach copies of any permits obtained for the storage of such substances.

CITY  
AGREEMENT NO. 2006-1088

3.2 If you have an above ground storage tank (AST), do you have a spill prevention containment and countermeasures (SPCC) plan?

Yes  No  Not Applicable

3.3 Have any tanks, pumps or piping at you existing facilities been inspected or tested for leakage?

Yes  No  Not Applicable

If so, attach the results.

3.4 Have any spills or leaks occurred from such tanks, pumps or piping?

Yes  No  Not Applicable

If so, describe. \_\_\_\_\_  
\_\_\_\_\_

3.5 Were any regulatory agencies notified of any spills or leaks?

Yes  No  Not Applicable

If so, attach copies of any spill reports filed, any clearance letters or other correspondence from regulatory agencies relating to the spill or leak.

3.6 Have any underground storage tanks, sumps or piping been taken out of service or removed at the proposed facility or facilities that you operate?

Yes  No  Not Applicable

If yes, attach copies of any closure permits and clearance obtained from regulatory agencies relating to closure and removal of such tanks.

4. **Spills.**

4.1 During the past year, have any spills occurred on any site you occupy?

Yes  No  Not Applicable

If so, please describe the spill and attach the results of any process conducted to determine the extent of such spills.

4.2 Were any agencies notified in connection with such spills?

Yes  No  Not Applicable

If no, attach copies of any spill reports or other correspondence with regulatory agencies.

4.3 Were any clean-up actions undertaken in connection with the spills?

Yes  No  Not Applicable

If so, briefly describe the actions taken. Attach copies of any clearance letters obtained from any regulatory agencies involved and the results of any final soil or groundwater sampling done upon completion of the clean-up work.

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5. **Waste Management.**

5.1 Has your business filed a Hazardous Material Plan with the Sacramento County Environmental Management Department?

Yes  No

5.2 Has your company been issued an EPA Hazardous Waste Generator I.D. Number?

Yes  No

If yes: EPA ID# \_\_\_\_\_

5.3 Has your company filed a biennial report as a hazardous waste generator?

Yes  No

If so, attach a copy of the most recent report filed.

5.4 Are hazardous wastes stores in secondary containments?

Yes  No

5.5 Do you utilize subcontractors for lighting/electrical, plumbing, HVAC, pest services, landscaping and/or building maintenance services?

Yes  No

If yes, do any of these subcontractors store, mix or utilize chemicals on site?

Yes  No

If yes, what types and quantities? \_\_\_\_\_

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Attach the list of the hazardous waste, if any, generated or to be generated at the premises, its hazard class and the quantity generated on a monthly basis.

5.6 Describe the method(s) of disposal for each waste. Indicate where and how often disposal will take place. \_\_\_\_\_

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5.7 Indicate the name of the person(s) responsible for maintaining copies of hazardous waste manifests completed for offsite shipments of hazardous waste. Not applicable

5.8 Is any treatment, processing and recycling of hazardous wastes currently conducted or proposed to be conducted at the premises:

Yes  No

If yes, please describe any existing or proposed treatment, processing or recycling methods.

5.9 Attach copies of any hazardous waste permits or licenses issued to your company with respect to its operations on the premises.

6. **Wastewater Treatment/Discharge.**

6.1 Will your proposed operation require the discharge of wastewater to (answer Yes or No to each of the following)?

No  storm drain No  sewer

No  surface water No  no industrial discharge

6.2 Does your business have a Sewer Use Questionnaire on file with Sacramento Regional County Sanitation District?

Yes  No

6.3 Is your wastewater treated before discharge?

Yes  No  Not Applicable

If yes, describe the type of treatment conducted.

Does your business conduct operations outside the building or store materials outside?

Yes  No  Not Applicable

6.4 Do you have a Storm Water Pollution Prevention Plan (SWPPP)?

Yes  No  Not Applicable

6.5 Does your business have a General Permit for storm water discharge associated with industrial activity?

Yes  No  Not Applicable

6.6 Does your business operate under a National Pollution Discharge Elimination System (NPDES) Permit?

Yes  No  Not Applicable

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6.7 Attach copies of any wastewater discharge permits issued to your company with respect to its operations on the premises.

7. **Air Discharges.** 1

7.1 Do you have or intend to have any air filtration systems or stacks that discharge into the air?

Yes  No

7.2 Do you operate or plan to operate any of the following types of equipment, or any other equipment requiring an air emissions permit (answer Yes or No to each of the following)?

Spray booth	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Dip tank	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Drying oven	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Incinerator	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Other (please describe)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Boiler	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
I/C Engine	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Emergency Backup Generator	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Processes that apply coatings, inks, adhesives or use solvents Yes  No

7.3 Do you emit or plan to emit any toxic air contaminants?

Yes  No

7.4 Are air emissions from your operations monitored?

Yes  No

If so, indicate the frequency of monitoring and a description of the monitoring results.

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7.5 Attach copies of any air emissions permits pertaining to your operations on the premises.

8. **Enforcement Actions, Complaints.**

8.1 Has your company, within the past five years, ever been subject to any agency enforcement actions, administrative orders, or consent decrees?

Yes  No

If so, describe the actions and any continuing compliance obligations imposed as a result of these actions.

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1 NOTE: Businesses will have to comply with prohibitory rules regardless of whether they have or need a permit.

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8.2 Has your company ever received requests for information, notice or demand letters, or any other inquiries regarding its operations?

Yes  No

8.3 Have there ever been, or are there now pending, any lawsuits against the company regarding any environmental or health and safety concerns?

Yes  No

8.4 Has any environmental audit ever been conducted at your company's current facility?

Yes  No

If so, discuss the results of the audit. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.5 Have there been any problems or complaints from neighbors at the company's current facility?

Yes  No

Please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby certifies that all of the information contained in this questionnaire is accurate and correct.

[SACRAMENTO POLICE DEPARTMENT, on behalf of the City of Sacramento]

By: *Gustavo F. Vina*

Gustavo F. Vina, Assistant City Manager  
For: Ray Kerridge, City Manager  
October 13, 2006

**ATTEST:**

*David Bullwinkel*  
CITY CLERK 10-16-06

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**EXHIBIT E-1  
AIR FORCE NOTIFICATION REQUEST**

From time to time various environmental proposals, construction projects, and modifications to existing systems will be undertaken by the Environmental Management group at McClellan AFB. These projects may temporarily create disruption in the operation of your business.

To provide adequate notification and to allow your input on these projects, and/or changes, Environmental Management will notify you in advance of new projects or changes.

Please complete the information request form where you would like information sent.

**Notification Request Form**

Leased Space:

Building: 735A and 632

Bay: \_\_\_\_\_

Square Footage: Building 735A-4,020; Building 632-1,754

Use: **Office (735A), for general office use, and (ii) Hangar (632), the storage and hanging of its aircraft**

Lease Start Date: October 1, 2006 Lease End Date: September 30, 2009

Business Name: SACRAMENTO POLICE DEPARTMENT, on behalf of the City of Sacramento

Contact Name: Sgt. Kirk Campbell

Address: 4834 Forcum Ave. Building #632, McClellan, CA 95652

Email: kcampbell@pd.cityofsacramento.org

Telephone: (916) 296-4607

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**EXHIBIT E-2  
SEWER USE QUESTIONNAIRE  
(McClellan Park)  
Sacramento Regional County Sanitation District**

As part of its mission to provide environmentally sound and economically responsible sewer service to its customers, the Sacramento Regional County Sanitation District (District) has a program to control the types and amounts of waste discharged to the sewer system. As part of this program the District requires that all businesses complete a Sewer Use Questionnaire. This questionnaire must be completed regardless of whether or not the discharge is connected to the sewer or to a septic system. This will allow us to update our records accurately.

**Instructions**

- Please, print legibly or type.
- Complete all information that applies to your business
- *Optional* information items are not required but may allow us to waive follow-up information requests and/or inspections.

1a.	Name of Responding Company: [SACRAMENTO POLICE DEPARTMENT, on behalf of the City of Sacramento]	
	Mailing Address: 5770 Freeport Blvd., Suite 100 Sacramento, CA 95822	
	Contact Person: Sgt. Kirk Campbell	Telephone: (916) 296-4607
1b.	Proposed/Existing Tenant Company Name: [SACRAMENTO POLICE DEPARTMENT, on behalf of the City of Sacramento]	
	Identify Street Address, Suite Nos. and Building Nos. of the facility(ies) at McClellan Park:  <b>Building 735A, 4923 Kilzer Avenue; Building 632, 4834 Forcum Avenue, McClellan, CA 95652</b>	
	Contact Person: Sgt. Kirk Campbell	Telephone: (916) 296-4607

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2. Description of business(es):  
(list types of products/services/processes)  
Police Aviation Unit, (2) helicopters, (1) airplane

3. Identify total square footage of facility (further detail square footage of differing use: e.g., production, warehouse, office space):  
  
**Building 735A-4,020 rsf**  
**Building 632-1,754 rsf**

4. *Optional* - North American Industry Classification System (NAICS) code number: \_\_\_\_\_  
(formerly SIC code). This entry, either SIC or NAICS, is helpful to us if you have it available.  
(If you do not know your NAICS code you may call the Industrial Waste Section at 875-6470 and we can look it up for you.)

5. Number of full-time employees at this location: 5

6. Business hours: 0800-0100

7. Excluding rest rooms, lunchroom, and landscape watering, do you use water in any of your business activities?  Yes  No

8. Describe business activities (processes) which generate wastewater at this location:  
None

9. Excluding sanitary wastewater, approximate amount of process wastewater discharged to the sewer per day:  
None

10. List any substances, materials, or chemicals that may be present in your wastewater.  
Not applicable

*(You may attach additional sheets if necessary.)*

11. Do you (or a contractor) discharge or plan to discharge surface cleaning\* wastewater to the sewer system at your place of business?  Yes  No

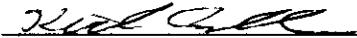
\*Surface cleaning is generally defined as any activity which uses powered cleaning equipment and water to remove any substance from outside surfaces. Surface cleaning includes, but is not limited to, transportation related washing (vehicle and lot washing, etc.), structural cleaning (sidewalks, plazas, service stations, buildings, etc.), food related cleaning (restaurant and grocery alleys, kitchen grease fixtures, lunch wagons, etc.).

12. Do you have any of the following? (Circle one)

Sump Oil/sand/water interceptor Grease Trap Grease Interceptor **None**

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I certify that the information furnished herein is true and correct to the best of my knowledge. (Must be signed by operator or manager of the facility.)

Signature:  Date: 10-4-06

Name (type or print): Kirk Campbell

Title: Sergeant, Air Support Unit

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**Make a copy for your records and send completed questionnaire to:**

**McClellan Park  
3140 Peacekeeper Way  
McClellan, CA 95652  
Attention: Legal Department**

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**EXHIBIT F  
ENVIRONMENTAL CERTIFICATE  
[ATTACHED]**



# McClellan Air Force Base

Supplemental Finding of Suitability to Lease

for

Group Four Facilities

Air Force Base Conversion Agency

CITY  
AGREEMENT NO 2006-1088

## 1. PURPOSE

1.1 The purpose of this Supplemental Finding of Suitability to Lease (SFOSL) is to document specific environmental conditions and findings related to the delivery of possession of Group 4 facilities and associated property, McClellan Air Force Base (AFB), California, to the County of Sacramento, under the terms of an Economic Development Conveyance (EDC). Specifically, this SFOSL documents any changes to the environmental condition of the property since the development and execution of the Basewide Finding of Suitability to Lease (FOSL) dated August 1998. The subject property is described in Section 2 below. The property is to be leased in furtherance of a planned deed conveyance. The County of Sacramento plans to continue to operate the facilities within the subject property as industrial (Cluster 4A) and administrative and residential (Cluster 4B) based upon the County's reuse plan which is currently undergoing revision. Cluster 4C will be federally retained by the Defense Automated Printing Service via a leaseback with the County of Sacramento.

1.2 This SFOSL is based on an analysis of information contained in the following documents: (1) the Final Programmatic Environmental Impact Statement for Disposal and the Environmental Impact Report (FPEIS/EIR) for Reuse and Rezoning of McClellan AFB, California dated July 1997; (2) the Basewide Environmental Baseline Survey (EBS) dated November 1996; (3) the Final Supplemental EBS (SEBS) for the property dated July 1997 (as amended December, 1997); (4) the Visual Site Inspections/Physical Site Inspections (VSIs/PSIs) conducted in conjunction with the SEBS and supplemental VSIs conducted in December 1997; (5) the Basewide (FOSL) dated August 1998; (6) the final Site-Specific Supplemental Environmental Baseline Survey (SSSEBS) dated July 2000, which includes the most recent VSI/PSI conducted in September and October 1999; (7) the McClellan AFB Base Realignment and Closure (BRAC) Cleanup Plan dated April 1999; and (8) the Water Quality Control Plan (Basin Plan) for the Sacramento River and San Joaquin River Basins, revised September 29, 1995.

## 2. PROPERTY DESCRIPTION

The property to be leased includes facility Clusters 4A, 4B, and 4C shown on Attachments 1 and 2. The property includes 113 facilities (as listed below), associated pavement, parking lots, and acreage:

**Cluster 4A:** Buildings/Facilities – 1073, 1074, 1075, 1076, 1082, 1086, 1090, 1092, 1095, 1109, 1111, 383, 6002-N, 6002-S, 6004-N, 6004-S, 6006-N, 617, 632, 633, 635, 636, 7001, 703, 704, 704-B, 705, 7101, 714, 7146, 7147, 7148, 7149, 715, 716, 7165, 717, 718, 719, 720, 721-1, 721-2, 721-3, 721-4, 721-5, 721-6, 722-10, 722-11, 722-12, 722-7, 722-8, 722-9, 723, 7241, 7244, 7245, 725, 726, 729, 7310, 732-A1, 732-A2, 732-A3, 733-A4, 733-A5, 734-B1, 734-B2, 734-B3, 734-B4, 735-C1, 735-C2, 740, 742, 743, 744, 7442, 7443, 745, 746, 747, 748, 749, 750, 7516, 7522, 7525, 7609, 761, 7610, 7611, 7612, 7613, 778, 7801, 7807, 7809, 790, 7915, 793, 794, 795, 800, 870, 871, 872, 9072, T-6661, and T-804.

**Cluster 4B:** Buildings/Facilities – 943, 948, 949, and 950.

**Cluster 4C:** Building 29.

### **3. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)**

The environmental impact of this proposal has been adequately analyzed and disclosed in compliance with NEPA. These impacts are analyzed in the FPEIS/EIR. Based on this analysis, the environmental impact of proceeding with the delivery of possession under the EDC is not sufficiently adverse to human health and the environment to out-weigh the advantages to the community, and the public interest of the transfer of possession under the EDC and to prevent the proposed use of the property.

### **4. ENVIRONMENTAL CONDITION OF THE PROPERTY**

Based on a review of the Basewide FOSL, the EBS, SEBS, SSSEBS and VSIs/PSIs, the property is classified Environmental Condition Category (ECC) 1 through 7 with an overall composite ECC 7 for facility clusters 4A and 4B, and ECC 5 for facility cluster 4C. It should be noted that significant areas within the clusters are category 5 and 6. Remediation has already been initiated within large portions of these clusters where it is already known that remediation is necessary. The Contamination Status Maps are included in the SSSEBS.

Definitions of the 7 ECCs are as follows:

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions to protect human health and the environment have been taken.

Category 5: Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are under way, but all required remedial actions have not yet been taken.

Category 6: Areas where release, disposal and/or migration of hazardous substances has occurred, but required actions have not yet been implemented.

Category 7: Areas that are not evaluated or require additional evaluation.

Environmental Condition of Property	
Property	Composite Property Category
Cluster 4A	7
Cluster 4B	7
Cluster 4C	5

## 5. LEASE RESTRICTIONS AND NOTIFICATIONS

McClellan AFB is undergoing environmental cleanup to address contamination resulting from past activities. The Site-Specific Supplemental Environmental Baseline Survey (SSSEBS) for Group 4 Facilities and Associated Properties provides notification to the Lessee of the environmental condition of the property and potential risks to human health and the environment associated with environmental contamination. The environmental documents listed in Section 1 were utilized to identify environmental issues (see Attachment 3) which necessitate specific use restrictions under the Lease, as described in this document. Specifically, these include restrictions on groundwater usage and soil disturbing activities including drilling, excavation or removal of pavement. Any construction activity with a potential for soil disturbance must have prior written Air Force approval and coordination with applicable Federal and State regulatory agencies. The Air Force has determined that adherence to these lease restrictions is necessary to adequately protect human health and the environment until cleanup of the property is completed. Additional notification and lease restrictions are described as follows:

### 5.1 Hazardous Substances Notification

Past industrial activities on the property have included the storage of reportable quantities of hazardous substances. A list of hazardous substances known to be stored on the property for a period of one (1) year or more is provided in Attachment 4, Notice of Hazardous Substances Stored. There were reported releases on the property and a Notice of Hazardous Substances Released is provided in Attachment 5. The property contains some level of contamination by hazardous substances (further addressed in section 5.2, Installation Restoration Program (IRP) and Areas of Concern (AOC's)). Hazardous substance notice will be given in the lease documents of the type and quantity of hazardous substances and the time at which storage for one (1) year or more or release took place.

A hazardous substance notification must be given if hazardous substances in quantities exceeding 1,000 kilograms or the hazardous substance's reportable quantity found at 40 CFR Part 302.4 (whichever is greater) were stored by the Air Force on the subject property for one (1) year or more, or were known to have been released, treated, or disposed of on the property.

## 5.2 Installation Restoration Program (IRP) and Areas of Concern (AOCs)

There are IRP sites and adjacent IRP sites that impact the property to be leased. These IRP sites are listed in this section and are further discussed in Section 3.6 of the Group 4 SSSEBS. The Air Force has evaluated the risks associated with these sites and has determined that this property can be used pursuant to the proposed lease, with the specified use restrictions identified in this section, with acceptable risk to human health or the environment and without interference with the environmental restoration process. However, it should be noted that for all clusters (4A, 4B, and 4C) the issue of allowable concentrations of volatile organics in shallow soil has not been resolved. There could be regulatory agency restrictions on the use of some facilities based on concerns of the quality of indoor air due to the migration of volatile organics in the shallow subsurface. Where data gaps exist, information gathered during the closure of these data gaps could affect the conclusion of the risk assessment.

Figure 3-1 of the SSSEBS shows the cluster footprint and the locations of the Clusters 4A, 4B, and 4C IRP sites. Figure 3-2 of the SSSEBS identifies the contamination status of facilities within the footprints; further information regarding facility contamination status for the Clusters footprints is provided in Section 5.0 of the SSSEBS. Figures 3-3, 3-4, and 3-5 of the SSSEBS identify the contamination status of soil, soil gas, and groundwater, respectively, within the Cluster property footprints.

Tables 3-4 through 3-6 of the SSSEBS provide the contamination status information for soil, soil gas, and groundwater, respectively, for IRP and other sites and property that fall within or overlap the Cluster footprints. Contaminants of concern (COCs) listed in these tables are only those contaminants used to assign current category; they do not necessarily mean that an action level or preliminary remediation goal (PRG) has been exceeded. The COCs listed also do not necessarily include all contaminants of potential concern (COPCs) identified for the site. Discussions within this section focus specifically on soil, soil gas, and groundwater contamination findings for IRP sites and property within the Cluster footprints.

Contamination levels are described in comparison to criteria used for site categorization and are further described in the BRAC Cleanup Plan. These levels are residential PRGs for metals and organic compounds in soil, the Tri-Regional Board Guideline of 100 mg/kg for Total Petroleum Hydrocarbons (TPH) in soil (gas and diesel), 1,000 parts per billion – volume (ppbv) for Volatile Organic Compounds (VOCs) in soil gas (or 5,000 ppbv for Freon®), and maximum contaminant levels (MCLs) for groundwater.

It should be noted that the issue of allowable concentrations of volatile organics in shallow soil has not been resolved. There could be restrictions on the use of some facilities based on the results of resolving that issue with regulatory agencies. The Air Force is conducting an evaluation of this potential hazard prior to building lease to determine the potential for human health risks as a result of soil gas migration.

The Lessee will be advised through the Lease documents of the locations of past and future remedial actions/investigations. The standards to which the Group 4 IRP sites will be

remediated will be selected and documented in a Final Record of Decision (ROD). The ROD will select remedies and cleanup standards for specific IRP sites, rather than entire reuse clusters. If the Lessee proposes to use the property in Clusters 4A, and 4C for any type of residential use or for occupancy by children under the age of seven years, the Lessee must first notify and obtain the approval of the Air Force, which approval shall be subject to regulatory consultation with the U.S. Environmental Protection Agency Region IX, the California Department of Toxic Substances Control, and the California Regional Water Quality Control Board (Central Valley Region).

The Lessee will be required under the Lease to comply with the provisions of any health and safety plans in effect under the IRP. The Lessee will be advised through the Lease that some or all of the response actions to be undertaken with respect to the Federal Facilities Agreement or the McClellan AFB IRP may impact the Lessee's quiet use and enjoyment of the leased area. The Lessee will be restricted from conducting any type of excavation, digging, drilling, or other ground disturbing activity without prior written Air Force approval and Air Force coordination with applicable Federal and State regulatory agencies.

Provisions will also be included in the Lease to ensure that environmental investigations and remedial activities will not be disrupted at any time. Such provisions include, but are not limited to, prohibiting activities that could disrupt any remediation activities or jeopardize the effectiveness of those remedies, such as (1) surface application of water that could impact the migration of contaminated groundwater; (2) subsurface drilling or use of groundwater unless the Air Force, after consulting with the regulators, determines that there will be no adverse impact on the cleanup process; or (3) construction that would interfere with, negatively impact, or restrict access for cleanup work. The Lease will reserve non-exclusive right to allow continued access for the Air Force (or its designated contractor) and regulatory agencies to monitor the effectiveness of cleanup, perform five-year reviews, and/or take additional remedial or removal actions.

**Cluster 4A.** The following IRP sites are located within or overlap the Cluster 4A property footprint: AOC F-1, AOC F-2, AOC F-6, Potential Release Site (PRL) B-006, AOC F-5, AOC F-4, AOC F-3A, AOC F-3B, PRL S-043, AOC G-3, AOC G-4, PRL L-001A, PRL L-001C, AOC G-5, PRL T-062, PRL P-007, PRL 045, PRL S-044, PRL L-007E, PRL S-010, AOC E-1, AOC H-7, AOC H-5, AOC H-4, AOC H-3, PRL S-040, PRL S-045A, PRL S-045B, PRL S-045C, AOC H-6, PRL P-001, AOC H-9, Tank 761, AOC AMMUNITION, PRL S-046, PRL L-007C, PRL 053, Confirmed Site (CS) 052, PRL 007A, PRL 066A, PRL 007B, PRL 066B, PRL 028, PRL 041, Free Oil Tank, Tank 714, CS 042, PRL 068, PRL 064, PRL 020, Groundwater Treatment Plant (GWTP), PRL 017, CS 069, PRL 018, PRL 019, PRL 021, PRL 054, PRL 061, PRL 062, PRL 063, PRL S-048, Building 635, Tank 6008, PRL S-011, ACO 651, Old Magpie Creek, PRL L-005G, PRL P-008, Study Area (SA) 103, SA 108A, SA 108B, SA 108C, PRL S-17, SA 043, PRL B-002, CS 037, SA 109, PRL S-038, PRL S-004, CS P-006, CS P-005, SA 080, SA 107, CS T-057, SA 081F, SA 081G, SA 094, PRL 025, PRL L-003A, and PRL S-037.

Historical contaminant releases, or discharges exceeding reporting limits from facility activities, resulting in soil, soil gas, and groundwater contamination have been identified in

Cluster 4A. TPH in soil has been reported at concentrations greater than Tri-Regional Board Guidelines within Cluster 4A (except for the Southern Sub-Cluster). In addition, VOC concentrations greater than 1,000 ppbv have been reported in soil gas within Cluster 4A. Groundwater data indicate that contamination is present beneath Cluster 4A (except for the Northern Sub-Cluster) at concentrations exceeding MCLs. Subsequently, a potential risk to public health from exposure to soil, soil gas, and groundwater (except for groundwater in the Northern Sub-Cluster) exists at some locations within the cluster 4A. The identified exposure routes would be one or several of the following: inhalation of contaminated vapors, dermal contact with contaminated soil, ingestion of soil, and/or groundwater (except for groundwater in the Northern Sub-Cluster). The potential for exposure could be realized by removal of the pavement over areas of contaminated soil or by use of groundwater (except for groundwater in the Southern Sub-Cluster) for industrial or domestic purposes. Consequently, restrictions will be placed on excavation and drilling activity as well as drinking or using groundwater within the subject property footprint. It should be mentioned that a Sacramento County ordinance codifies a prohibition against drilling drinking water supply wells on and in the vicinity of McClellan AFB.

Since groundwater clean-up standards have not been established via a final Record of Decision, there is a potential risk associated with the use of groundwater for all groundwater ECC 3 property. Therefore, restrictions on groundwater use will be placed on those areas designated ECC 3 as it relates to groundwater.

Because of the public health risk, restrictions (refer to associated lease documents) will be placed on excavation and drilling activity within the subject cluster footprint. These activities as well as any other intrusive activities may be conducted only with prior written approval of the Air Force, in consultation with the BRAC Cleanup Team or other regulatory agencies. Additional actions to protect human health and the environment will be addressed in the VOC record of decision (ROD) planned for completion in December 2000. As stated in the McClellan AFB Basewide SFOSL, the lessee will be advised through the lease process that some or all the response actions to be undertaken with respect to the Federal Facilities Agreement or the McClellan AFB IRP may impact the lessee's quiet use and enjoyment of the leased area. Potential future risks from properties adjacent to Cluster 4A are discussed in SSSEBS Sections 4.1.1.1 to 4.1.1.4.

In addition to the common above-mentioned characteristics applicable to the sub-clusters of Cluster 4A, the following specific characteristics also apply to each sub-cluster:

#### **Northern Sub-Cluster**

In addition to the common above-mentioned historical contaminant releases applicable to all the sub-clusters of Cluster 4A, releases, or discharges of Polychlorinated Biphenyls (PCBs), Semi-Volatile Organic Compounds (SVOCs), dioxins and furans, and metals have been reported greater than residential PRGs in soil for the northern sub-cluster.

### **Western Sub-Cluster**

In addition to the common above-mentioned historical contaminant releases applicable to all the sub-clusters of Cluster 4A, releases, or discharges exceeding reporting limits from facility activities, resulting in soil, soil gas, and groundwater contamination have also included PCBs, SVOC, metals, and radionuclide soil contamination for the western sub-cluster of Cluster 4A. These have been reported at concentrations exceeding Tri-Regional Board Guidelines, residential PRGs, and background concentrations. VOCs at concentrations greater than 1,000 ppbv have also been reported in shallow and mid-depth soil gas samples collected at sites within the western sub-cluster.

### **Southern Sub-Cluster**

In addition to the common above-mentioned historical contaminant releases applicable to all the sub-clusters of Cluster 4A, releases, or discharges exceeding reporting limits from facility activities, resulting in soil, soil gas, and groundwater contamination have also included VOC contaminants in soil gas at concentrations exceeding 1,000 ppbv within the southwest portion of the southern sub-cluster of Cluster 4A. VOCs at concentrations exceeding 1,000 ppbv have also been reported in shallow soil gas samples (approximately 10 feet bgs) collected at sites within the southern sub-cluster of Cluster 4A.

### **Eastern Sub-Cluster**

In addition to the common above-mentioned historical contaminant releases applicable to all the sub-clusters of Cluster 4A, releases, or discharges exceeding reporting limits from facility activities, resulting in soil, soil gas, and groundwater contamination have also included lead, PAH, and dioxin soil contamination at concentrations exceeding Tri-Regional Board Guidelines and residential PRGs within the eastern sub-cluster of Cluster 4A.

### **Cluster 4A Landfill Sites**

There are ten landfill sites (see SSSEBS Section 3.18 for IRP/landfill site descriptions) located within 1,000 feet of many of the facilities of Cluster 4A. The landfill sites and buildings/facilities within 1,000 feet are as follows:

CS 042/PRL 068: Facilities 703, 704, 705, 714, 715, 717, 718, 719, 720, 721-2, 721-5, 721-6, 722-7, 722-8, 722-9, 722-10, 722-11, 722-12, 723, 725, 729, and 790.

CS 022: Facilities 703, 704, 705, 714, 715, 717, 718, 719, 720, 721-1, 721-4, 721-5, 722-7, 722-8, 722-9, 722-10, 722-11, 722-12, 723, 725, 729, and 790.

PRL 041: Facilities 703, 705, 714, 715, 717, 718, 719, 720, 721-1, 721-2, 721-3, 721-4, 721-5, 721-6, 722-7, 722-8, 722-9, 722-10, 722-11, 722-12, 723, 725, and 729.

CS 043: Facilities 703, 704, 705, 715, 718, 719 and, 740.

PRL 020: Facilities 703, 704, 705, 714, 715, 717, 718, 719, 720, 721-1, 721-2, 721-3, 721-4, 721-5, 721-6, 722-7, 722-8, 722-9, 722-10, 722-11, 722-12, 723, 725, 729, and 790.

PRL 017: Facilities 703, 704, 705, 714, 715, 717, 718, 719, 720, 721-1, 721-2, 721-3, 721-4, 721-5, 721-6, 722-7, 722-8, 722-9, 722-10, 722-11, 722-12, 723, 725, 729, 732-A1, 732-A2, 732-A3, and 790.

CS 052: Facilities 704, 705, 714, 715, 717, 718, 719, 729, and 790.

CS 067 Facility 704.

PRL 055: Facilities 705, 714, 715, 717, 718, 719, 729, and 790.

PRL 057 Facilities 714, 715, 717, 718, 719, 721-1, 721-2, 721-3, and 729.

Due the presence of subsurface soil gas contamination resulting from landfill sites within the Cluster 4A footprint, structural landfill gas monitoring requirements pursuant to California Code of Regulations (CCR), Title 27, Section 66265, are required. Specifically, monitoring of landfill gases beneath and surrounding Building 740, an inhabited building located within 1,000 feet of IRP site CS 043, will be conducted. In addition, the Air Force will conduct perimeter monitoring of landfill gases for site CS 043 on a quarterly basis as part of the Air Force's ongoing landfill gas monitoring program. Restrictions will be placed on excavating and/or drilling activity within the subject property footprint. Any new construction activities must be implemented pursuant to CCR Title 14 Section 17796.

**Cluster 4B.** The IRP site PRL S-047 overlaps the Cluster 4B footprint. For presentation purposes and clarity, discussion of IRP sites is based on related or similar contamination or sources within the area. No historical contaminant releases, or discharges exceeding reporting limits from facility activities, resulting in soil, soil gas, and groundwater contamination were identified. TPH was not reported above detection limits within Cluster 4B property footprint. However, VOC (Freon® 11) concentrations greater than 1,000 ppbv in soil gas have been reported within Cluster 4B. Current groundwater data indicate that groundwater contamination is present beneath the Cluster 4B property footprint at concentrations greater than reporting limits but less than MCLs. Although groundwater is below MCLs, a potential risk exists because final clean-up standards have not been established.

Based on this evaluation, there is a potential risk to public health from exposure to soil, soil gas, and groundwater at some locations within the cluster. The potential risk of exposure could be realized by removal of the pavement over areas of contaminated soil or by use of groundwater. Consequently, restrictions will be placed on excavation and drilling activity as well as drinking or using groundwater within the subject property footprint. Also, Sacramento County ordinance codifies a prohibition against drilling drinking water supply wells on and in the vicinity of McClellan AFB.

There are no landfills within 1,000 feet of facilities in Cluster 4B; structural monitoring requirements pursuant to CCR, Title 27, Section 66265, are not required.

**Cluster 4C.** The IRP site SA 039 is located within or overlaps the Cluster 4C property footprint. TPH contamination in soil had been reported at concentrations less than the Tri-Regional Board Guideline of 100 mg/kg for TPH within the property footprint of Cluster 4C. In addition, VOC contamination in soil gas has been reported at concentrations exceeding 1,000 ppbv at SA 039. VOCs at concentrations exceeding 1,000 ppbv have been reported in deep (80 to 100 feet bgs) soil gas samples collected at SA 039. Groundwater data indicate that VOC contamination is present in groundwater beneath Cluster 4C at concentrations exceeding MCLs.

Based on this evaluation, a potential risk to public health from exposure to soil gas and groundwater may exist. The identified exposure routes would be inhalation of contaminated vapors and ingestion of groundwater. The potential for exposure could be realized by removal of the pavement over areas of contaminated soil gas or by use of groundwater for industrial or domestic purposes. Consequently, restrictions will be placed on excavation and drilling activity as well as drinking or using groundwater within the subject property footprint. Also, Sacramento County ordinance codifies a prohibition against drilling drinking water supply wells on and in the vicinity of McClellan AFB.

There are no landfills within 1,000 feet of facilities in Cluster 4C; structural monitoring requirements pursuant to CCR, Title 27, Section 66265, are not required.

### **5.3 Oil/Water Separators (OWS)**

There is one inactive OWS present on the property to be leased located 50 feet northwest of building 718. This OWS will be properly investigated and cleaned under a RCRA approved closure plan before the property is transferred to the Lessee to prevent any accidental releases from the OWS that may pose risks to human health and the environment. Cleaning of this OWS is expected to be completed by October 2000. This OWS will not be leased to the County until it is remediated. The Lease will restrict the Lessee from using the separator. The Lessee will be advised through lease documents of the location of the OWS.

The Lessee will be allowed to install OWSs that comply with Federal, State, and local environmental regulations on a case-by-case basis, subject to written approval by the Air Force. The Lessee will be responsible for obtaining any required permits for operating such OWSs.

### **5.4 Underground and Aboveground Storage Tanks (USTs and ASTs)**

Storage tanks are located on the property as indicated in Section 3.7 of the SSSEBS and Appendix A Table 3-7. No USTs exist. Former USTs associated with Group 4 are listed in Table 3-8 of the SSSEBS. The Lessee will be restricted from conducting any subsurface excavation, digging, drilling, or other ground disturbing activities on Clusters 4A, 4B, and 4C without prior written approval from the Air Force. Provisions will be placed in the Lease to

allow the Air Force unrestricted access to the storage tank sites to conduct investigation and/or cleanup activities.

The Lessee shall be restricted from using any existing aboveground storage tanks within the leased property, unless the Air Force, in its sole discretion, grants its approval, in writing subject to the following criteria: (1) the tanks must be pressure tested and found to be in operational compliance with applicable Federal, State, and local laws and regulations, and tank and piping system integrity must meet all 1998 Resource Conservation and Recovery Act (RCRA) environmental standards; (2) the tanks must be needed to support reuse on McClellan AFB; (3) cleanup of IRP sites in the vicinity linked with tanks should be completed, and regulatory approval on formal site close-out must be obtained prior to the proposed reuse of any such tanks linked to IRP sites (if applicable).

Any AST not reused, will be cleaned and abandoned in place. All ASTs will be cleaned by the Air Force before being made available for reuse. In the event that soil contamination is identified beneath a tank, the tank may be removed or moved to allow for site remediation. The Air Force is responsible for remediation of any contamination that may have resulted from UST and AST releases while under Air Force control.

## 5.5 Radiological

Radiological substances have been used, stored or released within the Group 4A and 4C facilities at buildings 704, 721-1 through 721-6, 722-7 through 722-12, 1086, and 29. These areas must be surveyed and cleared for reuse by the Radioisotope Committee (RIC), the California Environmental Protection Agency Department of Toxic Substances Control (DTSC), and the California Department of Health Services before possession can be conveyed to Sacramento County. Section 3.8 of the SSSEBS identifies steps required to clear these areas for reuse. No radiological substances are known or suspected to have been used, stored, or released in Cluster 4B.

SSSEBS Figure 3-4 shows radiological features for the Group 4 facilities/buildings. Radiological surveys performed for the land area of the Group 4 property footprint are shown on SSSEBS Figure H-1 in Appendix H. Table 3-9 in SSSEBS Appendix A lists the radiological permits currently held for facilities within Group 4. Table 3-10 in SSSEBS Appendix A provides a schedule for when Group 4 facilities of radiological concern will be surveyed and released for reuse by the private sector.

Unless already cleared (determined to be unimpacted) through the Radiation Summary Report or other document, facilities with areas that used, stored, or had a release of radiological substances must be surveyed for residual radiological contamination and a Radiological FSSR prepared for the facility in accordance with the Nuclear Regulation (NUREG) 1575 Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM) before possession can be conveyed to the County of Sacramento.

Radiological scanning of grassy areas in the Group 4A area is required prior to reuse by the Lessee(s). Figure H-1 of the SSSEBS shows these areas shaded in yellow.

### **5.6 Asbestos-Containing Material (ACM)**

ACM is present in the facilities within Clusters 4A, 4B, and 4C as indicated in Section 3.11 of the SSSEBS. The Lease will require the Lessee to assume all responsibility for ACM in the facilities within this property including the requirement to monitor the condition of existing ACM and comply with all applicable laws and regulations relating to ACM. The Lease will require the Lessee to remove or remediate any ACM which, during the period of the Lease, becomes damaged or deteriorated. The Lease will require the Lessee to submit an appropriate asbestos disposal plan to the Air Force for approval prior to conducting any remediation activities.

The Lease will require limited access to several areas of the facilities as indicated in Section 3.11 of the SSSEBS due to the presence of ACM which is damaged or deteriorated to the extent that it creates a potential source of airborne fibers (until it is repaired or removed). Damaged areas of asbestos are repaired or removed in accordance with criteria developed by the McClellan AFB asbestos team and coordinated with the BRAC Cleanup Team (BCT). Criteria developed are based upon whether or not the damaged areas of asbestos present an occupational health hazard. Following repair and/or removal of the damaged asbestos full access to these areas will be allowed to the Lessee.

### **5.7 Lead-Based Paint (LBP) - [Other Facilities] Clusters 4A and 4B**

Lead-based paint exists within the Clusters 4A and 4B facilities in this property as indicated in SSSEBS Section 3.12 and SSSEBS Appendix A, Table 3-11. The single Cluster 4C facility, Building 29, is assumed not to have LBP based upon EM records and because the facility was built after 1978. Table 3-11 in SSSEBS Appendix A provides LBP sampling results for Group 4 facilities.

The Lessee will be notified through lease documents of the presence of LBP in these facilities. The Lease will restrict construction, alteration, or modification (to include paint stripping or sanding) without prior testing of the paint and notification of and written approval by the Air Force prior to the initiation of the activity. The Lessee will be responsible for managing all LBP and potential LBP in compliance with all applicable laws and regulations. The Lease will require the Lessee to permanently abate all LBP hazards in accordance with standards established pursuant to state law or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of Public Law 102-550) prior to the use of the facilities for residential habitation or common use of the property by children under seven years of age (such as a child care center).

### **5.8 Polychlorinated Biphenyls (PCBs)**

Serviceable PCB-containing equipment used to be present on the property to be leased as indicated in Section 3.13 of the SSSEBS. Light ballasts in buildings constructed prior to 1979

are suspected to contain PCB oils unless the building has undergone light retrofitting. The Lease will restrict the Lessee from disturbing, repairing, or modifying suspected PCB-containing equipment without prior notification and approval by the Air Force.

### **5.9 Air Conformity/Air Permits**

The Air Force has maintained air emission permits from the Sacramento County Air Quality Management District for the property as indicated on Table 3-13 of the SSSEBS. These permits are for sources such as boilers, solvent tanks, engines, a concrete crusher, etc. The Lease will require the Lessee to obtain the necessary air emission and operating permits prior to any new operations.

### **5.10 Flood Plains**

Portions of the property to be leased within Facility Cluster 4A are located within the 100-year flood plains associated with Rio Linda and Magpie Creeks. Executive Order 11988 provides Federal Agency responsibilities for managing flood plains, to include the strict control of new construction located within the flood plains. The Lease will require the Lessee to obtain written permission from the Air Force and obtain required permits prior to conducting any new construction within the flood plain. Also, the Air Force and Corps of Engineers have been working with the local flood control district to develop enhanced drainage through this area of the facility to alleviate flooding problems upstream of the property. The Lessee shall be responsible for coordinating any plans to develop the area surrounding Magpie and Rio Linda Creeks with the Army Corps of Engineers and the local flood control district.

### **5.11 Hazardous Waste Management (by Lessee)**

The Lessee is anticipated to use hazardous materials on the property to be leased. The Lessee will be required through the Lease to comply with all applicable laws and regulations pertaining to the use, storage, treatment, disposal, and transportation of hazardous materials and will be required to maintain and make available to the Air Force all records, inspection logs, and manifests which document compliance. The Lessee will be required to have an approved plan for responding to hazardous waste, fuel, or other chemical spills prior to commencement of operations on the leased property. Furthermore, the Lessee will be required to construct and operate their own hazardous waste storage facilities and obtain all required permits.

### **5.12 Stormwater**

The storm water collection system is a conveyance medium for rain water runoff and is a separate infrastructure not mixed with the sanitary or industrial wastewater systems. The Air Force is currently inspecting all IWL drains for cross-connection with the storm water collection system. The Air Force will plug/cap all IWL drains cross-connected to the storm water collection system. For any cross-connected drains uncapped/unplugged prior to the Lease, there will be a restriction preventing using those drains or performing operations that could discharge to those drains.

McClellan AFB has operated under a single National Pollutant Discharge Elimination System (NPDES) permit for discharge of stormwater generated on the installation. The new users will be responsible to obtain their own permits and adhere to those standards issued in state NPDES permits.

### 5.13 Sanitary Sewer and Industrial Waste Systems

Currently, sanitary wastewater entering the sanitary sewer collection system is conveyed via gravity-assisted sewer lines to Sacramento County interceptor lines located near the boundary of the base. County interceptor lines, in turn, transport sanitary wastewater to the Sacramento Regional Wastewater Treatment Plant (SRWTP) located near the southern boundary of McClellan AFB. McClellan AFB currently has one basewide sewer discharge permit from the Sacramento Regional County Sewer District (SRCSD) and has obtained a final wastewater discharge permit (Permit No. 433003) from the SRCSD for eight wastewater generation points (seven discharge locations and one regional wastewater connection) to discharge sanitary and industrial wastewater through its two collection systems to SRWTP based on activities (processes) in accordance with pretreatment requirements specified in 40 Code of Federal Regulations (CFR) categories. There are numerous sanitary discharges that are permitted as a general discharge and meet the maximum total flow from the base that is allowed. There are no permitted industrial discharges that have categorical limits within Group 4. Specific findings for sanitary sewer connections identified at facilities within each Group 4 cluster property footprint are discussed in SSSEBS Section 3.1.5.2.

Until 1999, McClellan AFB operated an industrial wastewater collection and treatment system to process all industrial wastewater generated on base before discharge to the SRWTP. Industrial wastewater collection was accomplished through approximately 30,000 feet of gravity-assisted line, referred to as the IWL. Four major lift stations and eight secondary lift stations assisted in delivering industrial wastewater through approximately 10,000 feet of 4- to 10-inch-diameter force mains. The IWL remains in place at this time. Portions of the IWL that exist within the Group 4 property footprints have been identified on SSSEBS Figures 1-3a through 1-6c in SSSEBS Section 1.0.

Specific IWL findings for Group 4 facilities are discussed as in SSSEBS Section 3.1.5.3. IWL drain connections and laterals are located at or beneath facilities within the Group 4 property footprint. SSSEBS Table 3-1 in Appendix A identifies Group 4 facilities with IWL connections. IWL laterals beneath these buildings have been or are being surveyed as part of the Basewide IWL video assessment initiated in 1998. IWL survey findings, including the status of any repairs required, are identified for each building in SSSEBS Table 3-1. Discharges will not be allowed that would utilize sections of the IWL that have been shown to have potential exfiltration problems.

Before the Lessee will be allowed to use the IWLs, the Industrial Wastewater Treatment Plants (IWWTPs) through which the IWLs are routed must be regulatorily closed and no longer under permit to the Air Force. In addition, the Lease will require the Lessee or Sublessee

to submit an application for discharging to the regional sanitary sewer system before conducting any operations that discharge to the sanitary sewer system or the industrial waste line. The Lessee or Sublessee will be required to meet all applicable wastewater discharge permit standards and use restrictions. Provisions shall also be included within the Lease for unrestricted access to the IWL to conduct further investigations/cleanup.

#### **5.14 Biological Resources**

Biologically sensitive habitats (vernal pools) have been identified within and immediately adjacent the Cluster 4A property footprint as indicated in Section 3.1.2 of the SSSEBS. Possession of sensitive habitat areas in Cluster 4A cannot be conveyed until formal consultation with the U. S. Fish and Wildlife Service (FWS) is completed and a Biological Opinion is rendered by the FWS. This opinion will be used to determine requirements for protection of wetlands, vernal pools, annual grasslands, and burrowing owl habitat.

The Lease will require the Lessee to ensure adequate protection by preventing degradation of sensitive biological resources (including annual grassland and burrowing owl habitat) as described on Figure 4.4.5-1 of the FPEIS/EIR. Adequate protection includes but is not limited to prevention of degradation of biological resources, including vernal pools and other wetlands. The Lessee will be required to minimize the destruction, loss, or degradation of wetlands within the property to be leased. The Lessee will be required to contact the US Army Corps of Engineers (USACE), US Environmental Protection Agency (USEPA), Fish and Wildlife Services (USFWS), and California Department of Fish and Game (CDFG) when planning projects that may affect wetlands and obtain Air Force approval prior to conducting any new construction in wetland areas. Furthermore, the Lease will require the Lessee to obtain all necessary permits or waivers under Section 404 of the Clean Water Act.

Specific biological resources findings for each cluster are described as follows:

**Cluster 4A:** Vernal pools (jurisdictional wetlands) have been identified in cluster 4A as indicated in the SSSEBS, Section 3.1.2 and Figure 1-2. These include the new wetlands and vernal pools identified during a recent wetlands delineation survey. The federally endangered vernal pool fairy shrimp (*Lepidurus packardii*) has been sighted at vernal pools on the western side of the base; however, this species has not yet been sighted at the vernal pools in Group 4A. Areas of designated annual grassland are as shown on SSSEBS Figure 1-2. Annual grasslands are foraging and potential nesting areas for raptors, herons, egrets, and the burrowing owl (*Speotyto cunicularia*). The burrowing owl is a California species of special concern. Several creeks, which may serve as habitat for biological resources, run through portions of the Cluster 4A footprint. These creeks are as follows: Rio Linda Creek, Robla Creek, Don Julio Creek, Second Creek, and Magpie Creek.

**Cluster 4B:** No biologically sensitive habitat or sensitive biological species have been identified/sighted on the property within Cluster 4B. There are no creeks present within the Cluster 4B footprint.

**Cluster 4C:** No biologically sensitive habitat or sensitive biological species have been identified/sighted on the property within Cluster 4C. There are no creeks present within the Cluster 4C footprint.

## 6. REGULATOR COORDINATION

The California Department of Toxic Substances Control, the Regional Water Quality Control Board, Central Valley Region, and the United States Environmental Protection Agency were notified in February 2000 of the initiation of this SFOSL and were invited to participate in preparing the working draft document. Consolidated draft documents were provided in March 2000 for formal review and comment. Regulator comments were received in April 2000 (at Attachment 6); they were incorporated or addressed in the document. A draft final SFOSL to support possession of property in accordance with the Master Lease was provided for final coordination in May 2000. The regulators documented by letters (at Attachment 6) that their comments had been adequately addressed. The responses to the regulator comments may be found at Attachment 7.

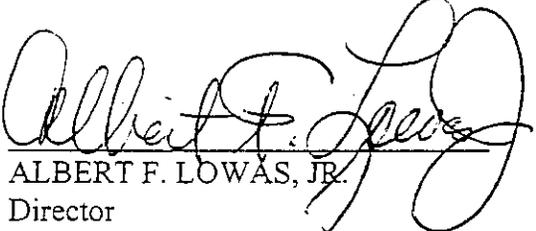
## 7. UNRESOLVED REGULATOR COMMENTS

All comments provided by the regulators were addressed and/or incorporated in the document. There were no unresolved comments.

## 8. FINDING OF SUITABILITY TO LEASE

Based on the foregoing information and analysis, I find this property is suitable for delivery of possession and that environmental conditions do not present an unacceptable risk to human health or the environment, subject to the Supplemental Lease containing appropriate restrictions on the activities of future recipients as addressed above.

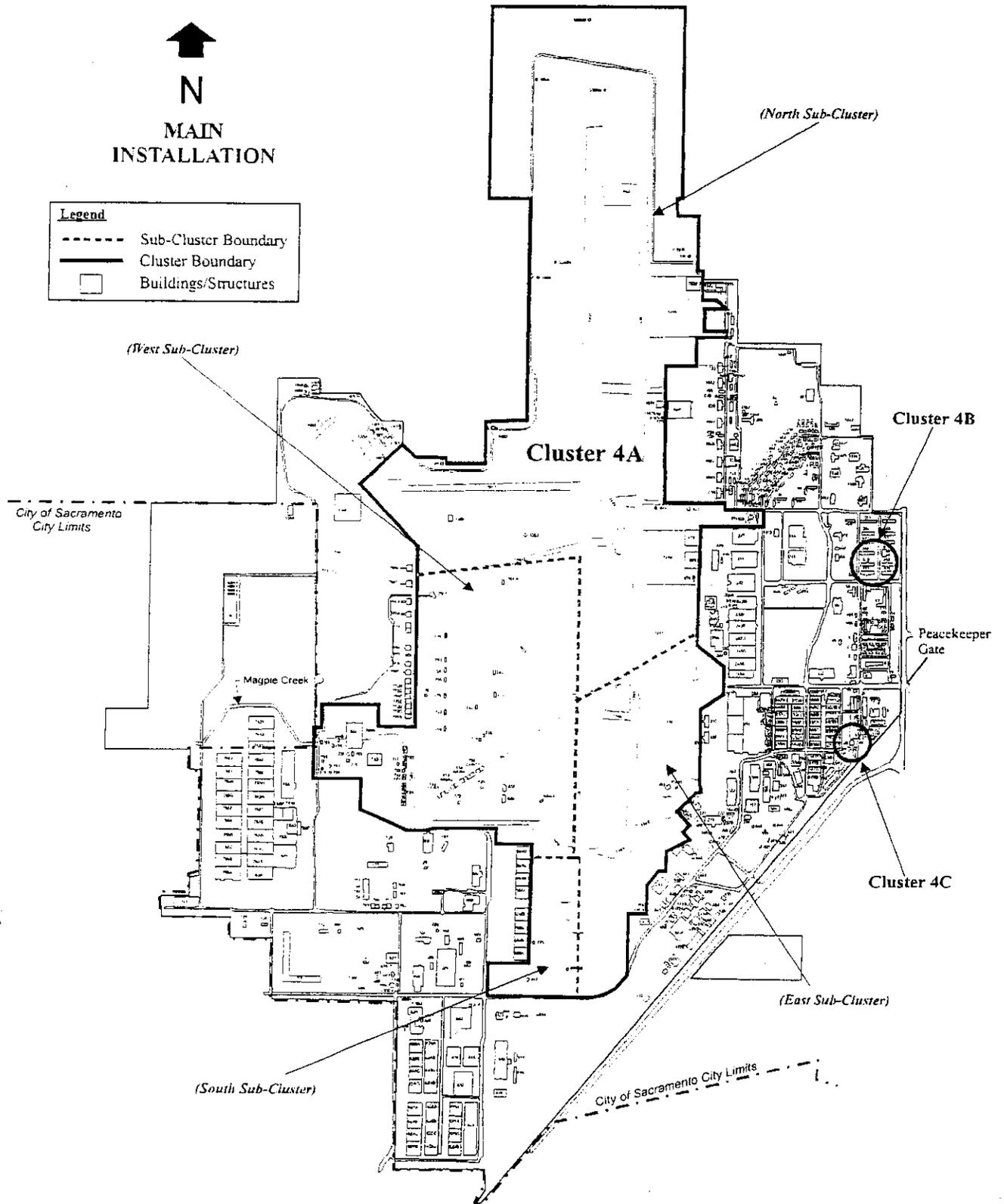
August 24, 2000  
Date

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

### Attachments:

1. Fig. 1 - Group 4 Property Location Map (1 page)
2. Fig. 2 - Facility Cluster Location Maps (6 pages)
3. Environmental Factors Considered
4. Table 1 - Hazardous Substances Stored
5. Table 2 - Notice of Hazardous Substance Release
6. Regulator Letters
7. Response to Regulator Comments

# SFOSL GROUP 4 PROPERTY FOOTPRINT LOCATION BY CLUSTER



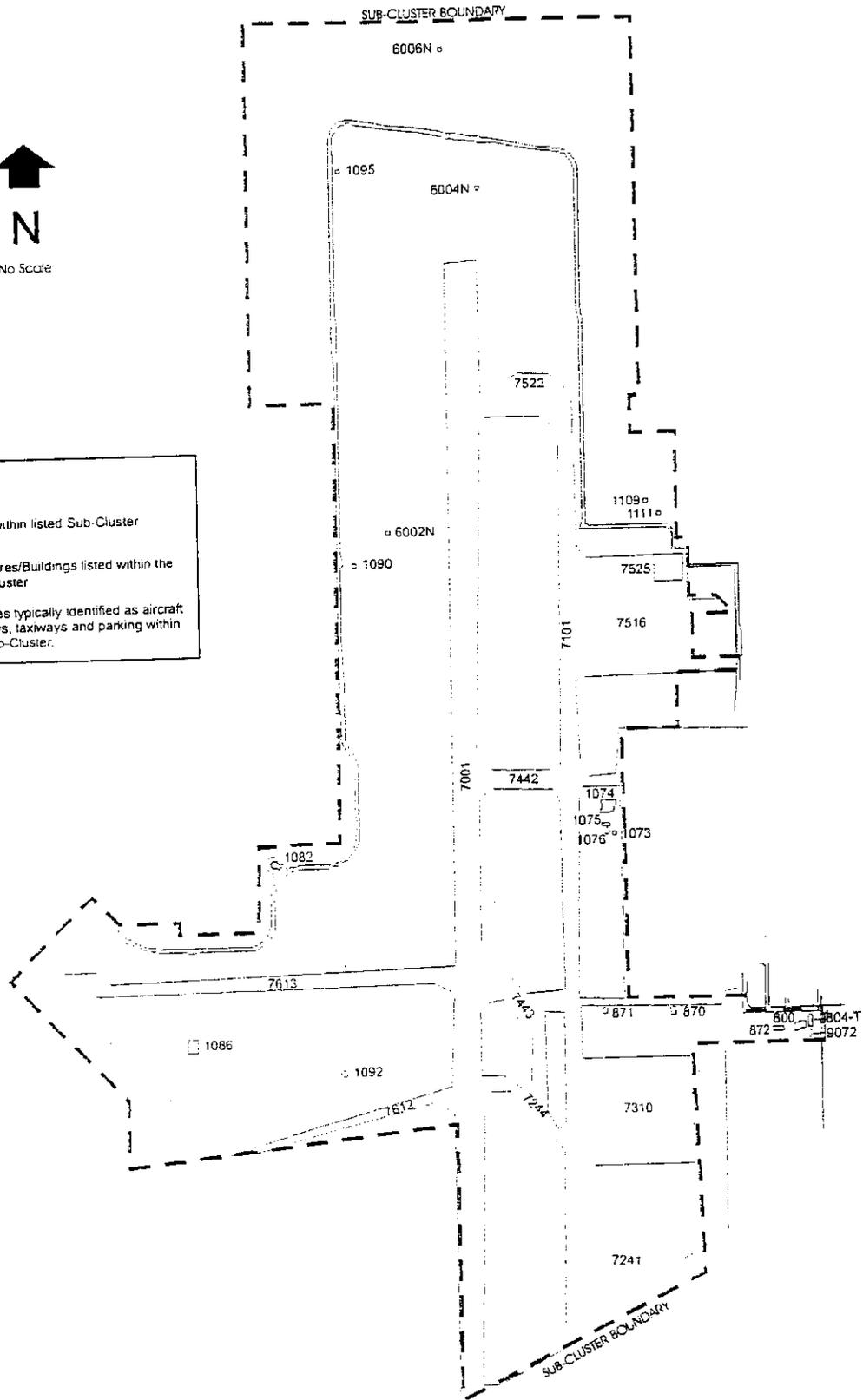
**SFOSL GROUP 4  
PROPERTY FOOTPRINT LOCATION CLUSTER 4A  
(North Sub-Cluster)**



**Legend**

- Area within listed Sub-Cluster
- Structures/Buildings listed within the Sub-Cluster
- 6004N
- 7000 series

Facilities typically identified as aircraft runways, taxiways and parking within the Sub-Cluster.

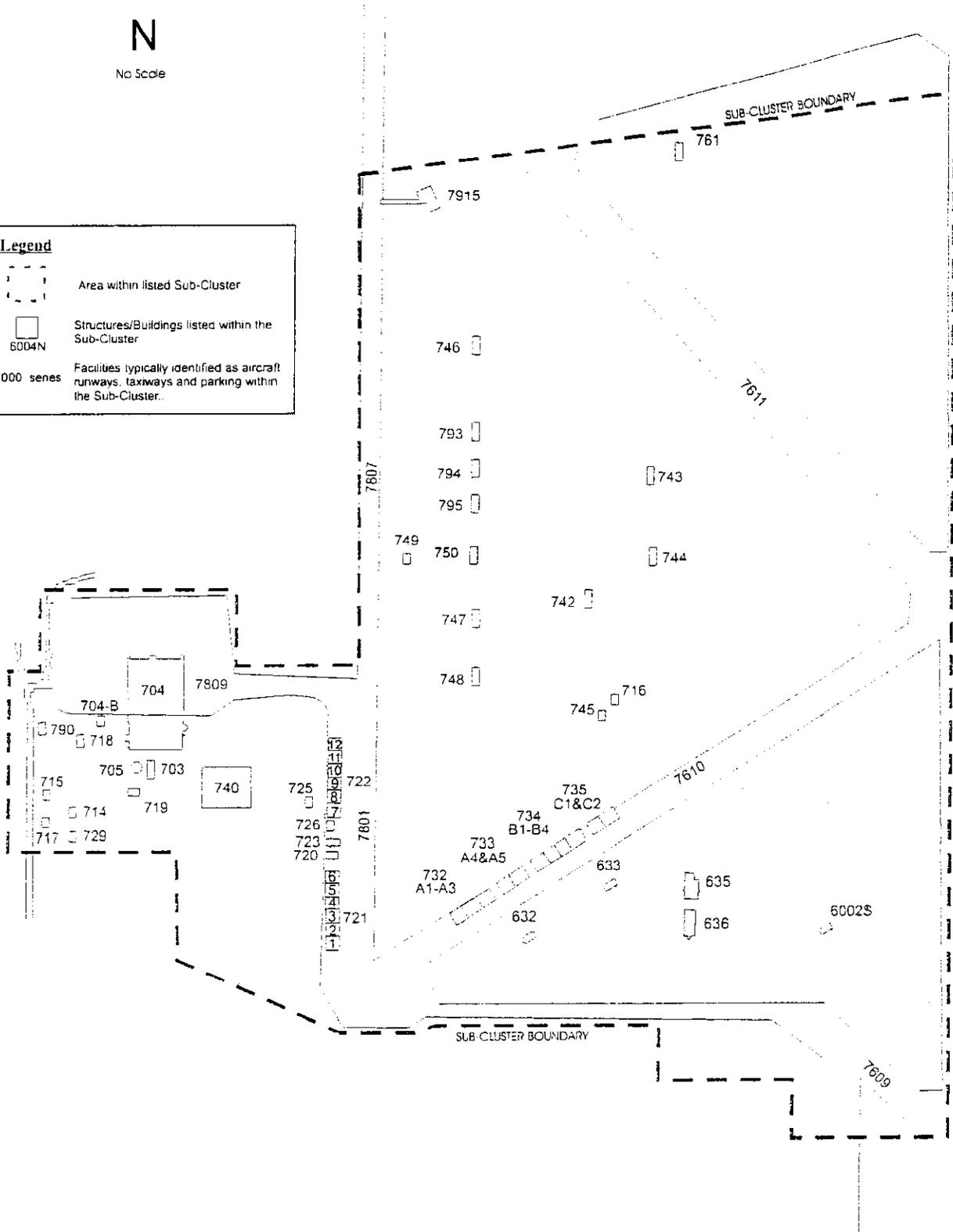


**SFOSL GROUP 4  
PROPERTY FOOTPRINT LOCATION CLUSTER 4A  
(West Sub-Cluster)**



**Legend**

-  Area within listed Sub-Cluster
-  Structures/Buildings listed within the Sub-Cluster
- 6004N**
- 7000 series** Facilities typically identified as aircraft runways, taxiways and parking within the Sub-Cluster.



SFOSL GROUP 4  
PROPERTY FOOTPRINT LOCATION CLUSTER 4A  
(South Sub-Cluster)

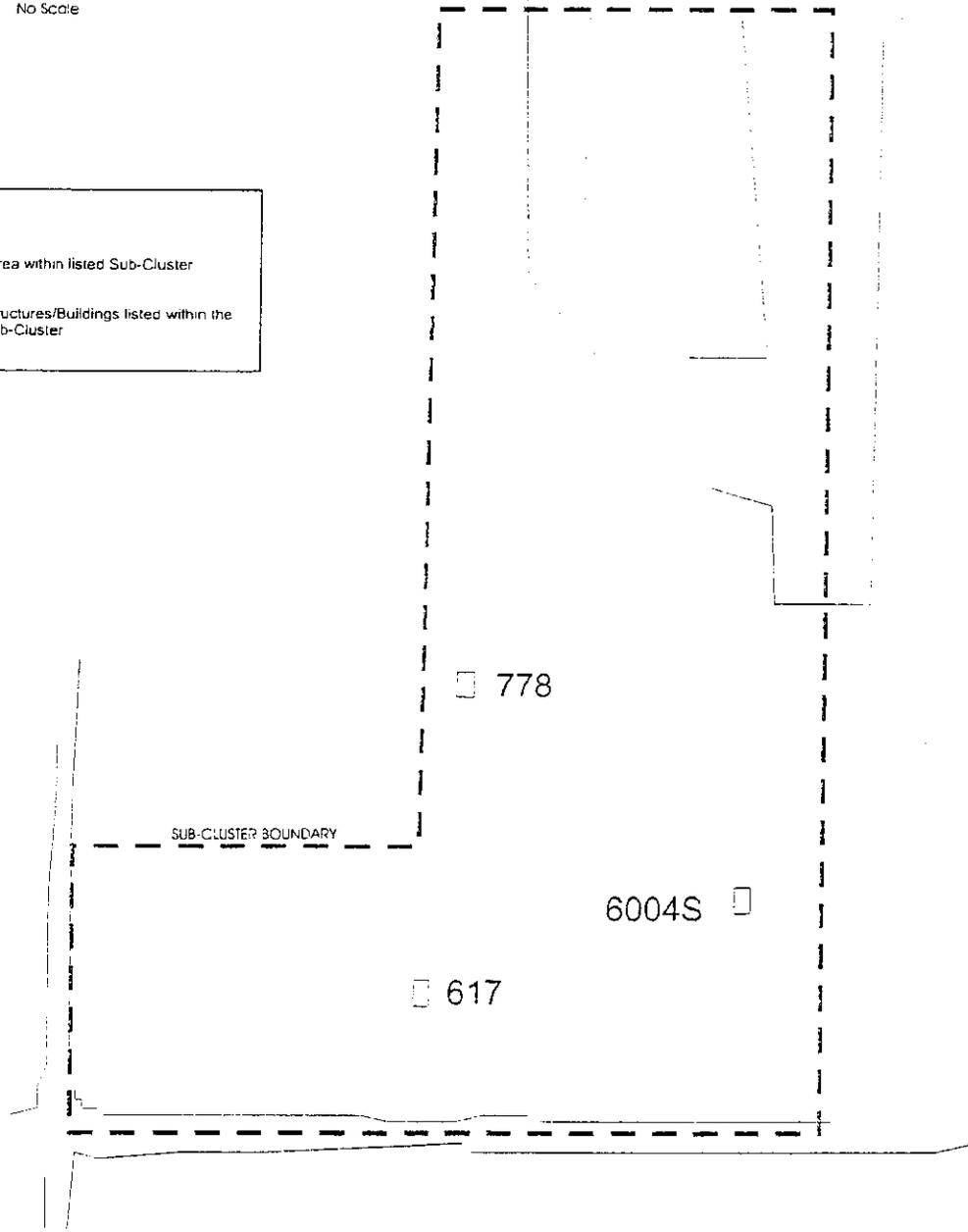


No Scale

**Legend**

-  Area within listed Sub-Cluster
-  Structures/Buildings listed within the Sub-Cluster

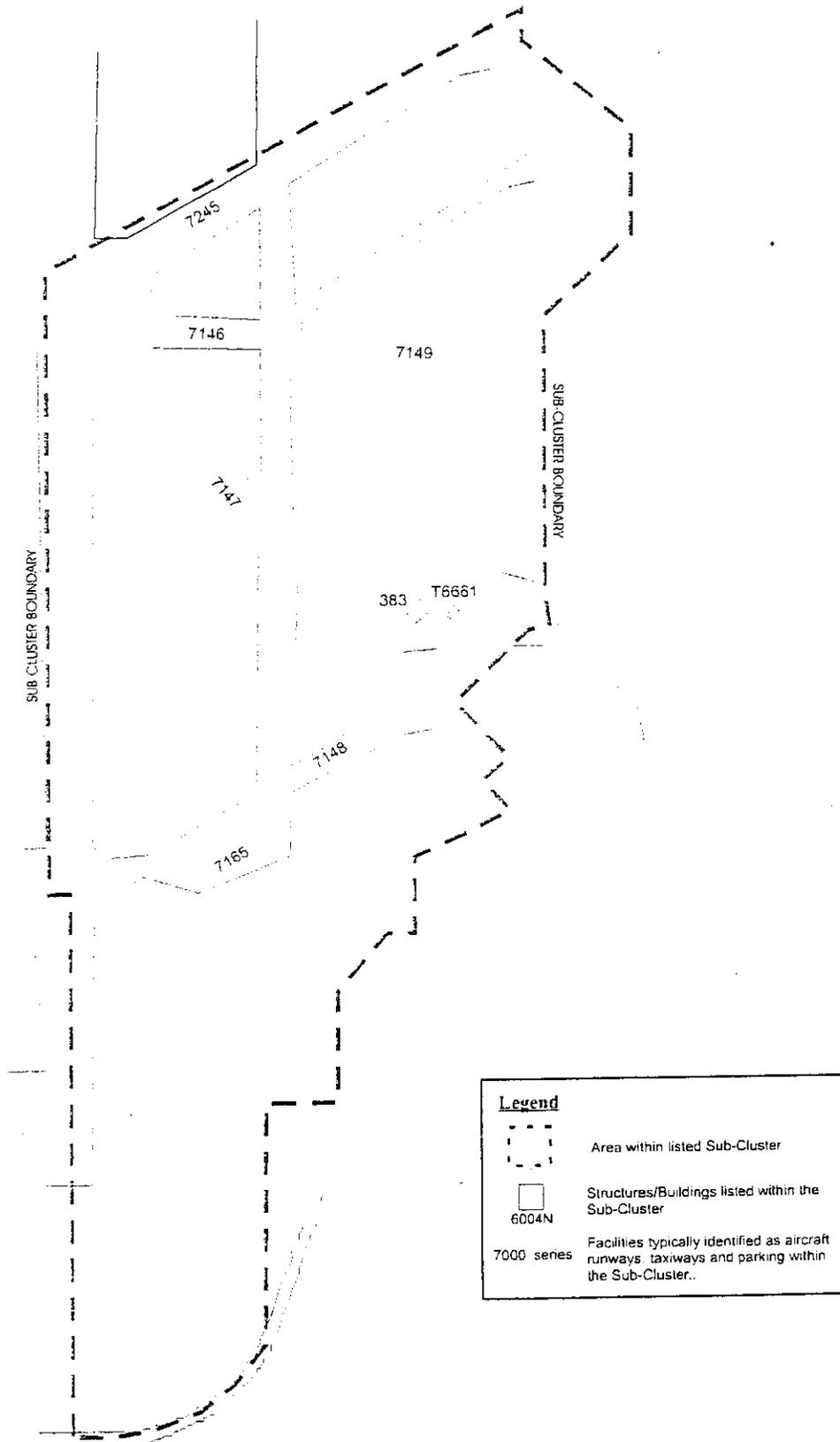
6004N



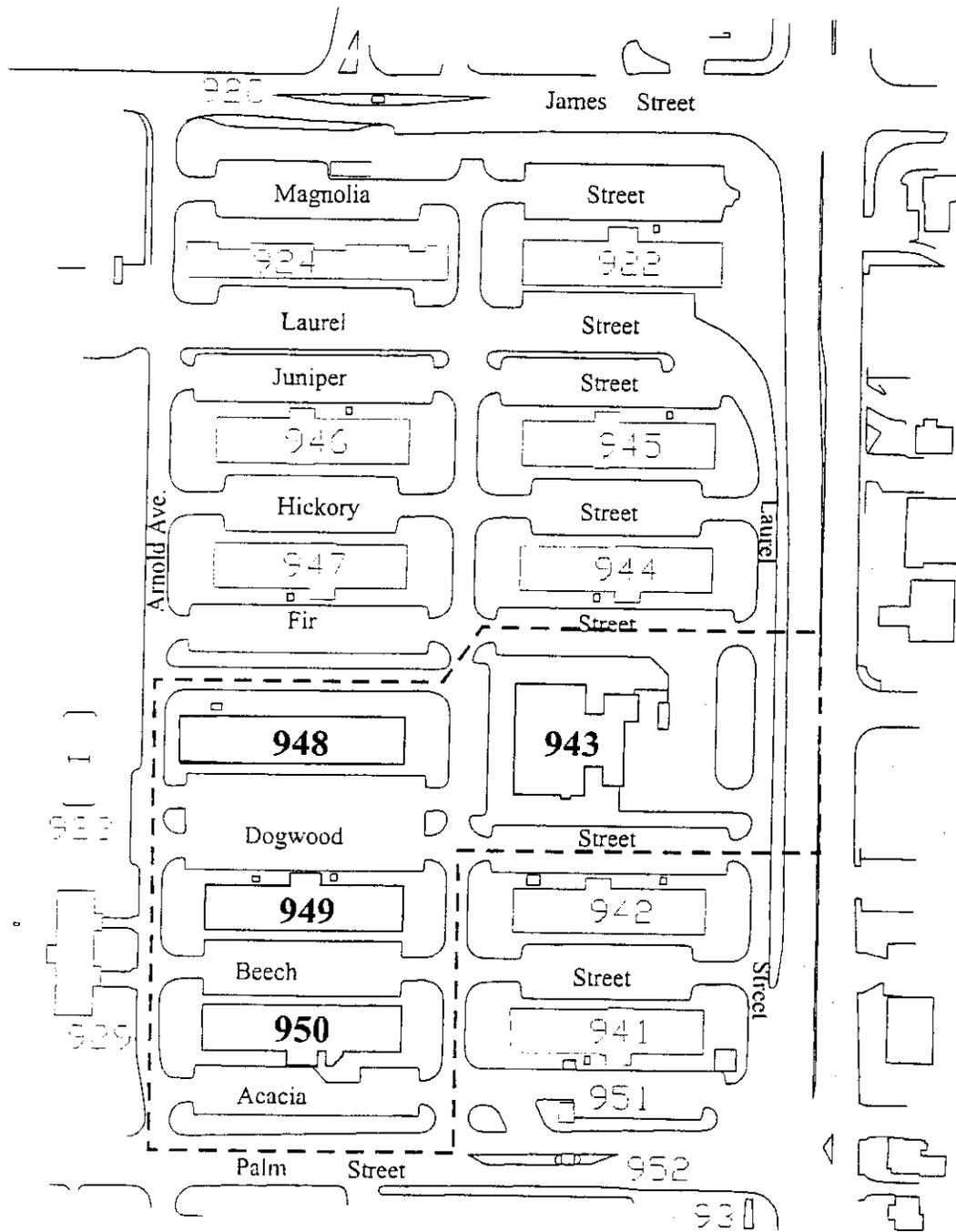
**SFOSL GROUP 4  
PROPERTY FOOTPRINT LOCATION CLUSTER 4A  
(East Sub-Cluster)**



No Scale



**SFOSL GROUP 4  
PROPERTY FOOTPRINT LOCATION CLUSTER 4B**



**Legend**

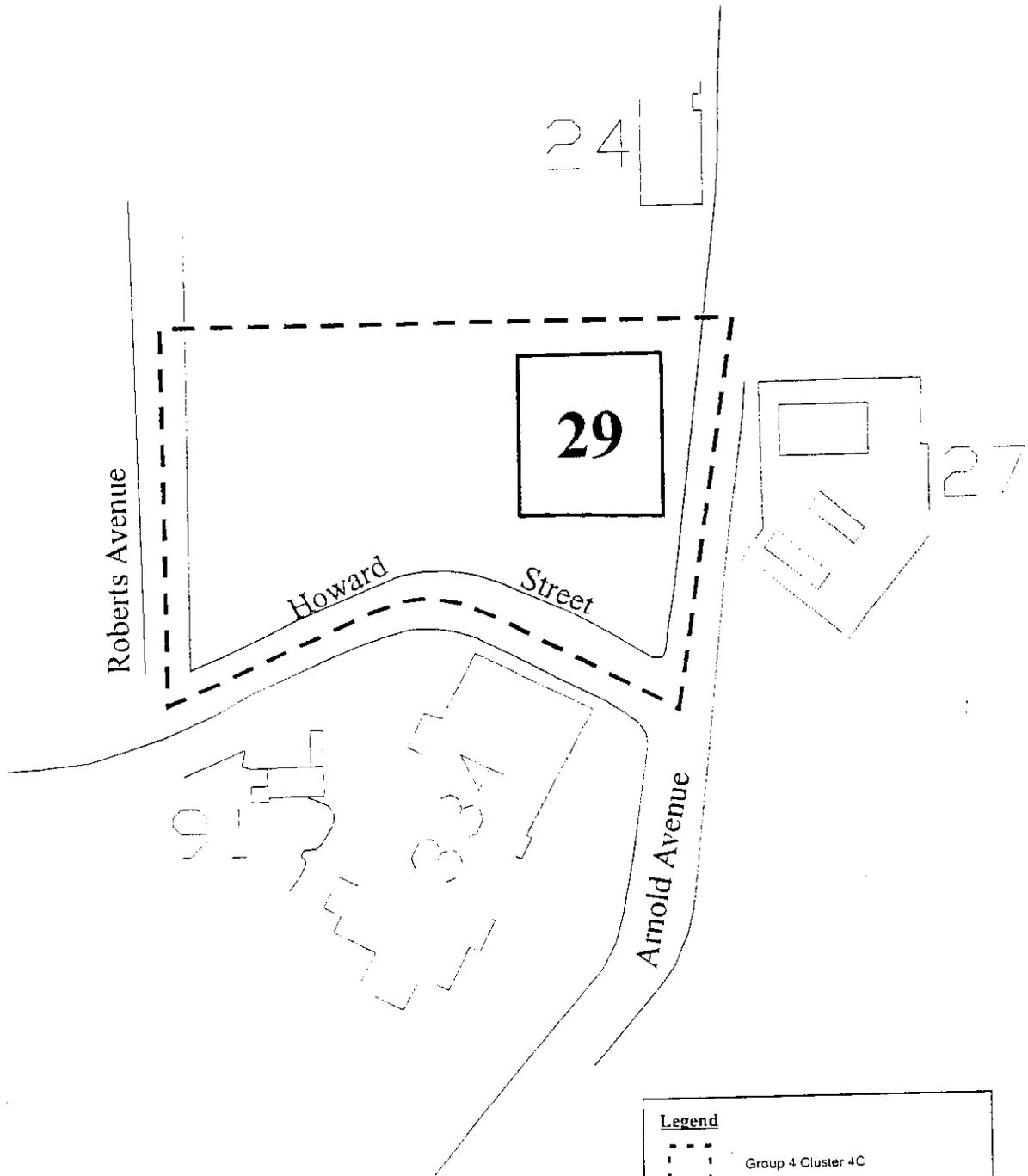
-  Group 4 Cluster 4B
-  Structures/Buildings listed within the Sub-Cluster

948

Scale (ft)

0 100 200

SFOSL GROUP 4  
PROPERTY FOOTPRINT LOCATION CLUSTER 4C



**Legend**

-  Group 4 Cluster 4C
-  Structures/Buildings listed within the Sub-Cluster

Scale (ft)

0 50 100

Lease Restriction or Notification Required?		Environmental Factors Considered
No	Yes	
		<b>Environmental Restoration Hazardous Substances - Petroleum:</b>
	X	Hazardous Substances (Notification)
	X	Installation Restoration Program (IRP) and Areas of Concern
X		Medical/Biohazardous Wastes
	X	Oil/Water Separators (OWSs)
X		Unexploded Ordnance
	X	Radioactive & Mixed Wastes
	X	Storage Tanks (USTs/ASTs)
		<b>Disclosure Factors/Resources:</b>
	X	Asbestos
X		Drinking Water Quality
X		Indoor Air Quality
X		Lead-Based Paint (High-Priority Facilities)
	X	Lead-Based Paint (Other Facilities)
	X	PCBs
X		Radon
		<b>Other Factors:</b>
	X	Air Conformity/Air Permits
X		Energy (Utilities)
	X	Flood plains
	X	Hazardous Waste Management (By Lessee)
X		Historic Property (Archeological/Native American, Paleontological)
X		OSHA (Occupational Safety & Health Administration)
X		Outdoor Air Quality
X		Prime/Unique Farmlands:
	X	Sanitary Sewer Systems and Industrial Waste Line (Wastewater)
	X	Biological Resources
X		Septic Tanks (Wastewater)
X		Solid Waste
X		Transportation

**Table 1 - Notice of Hazardous Substances Stored  
McClellan AFB Group 4 Facilities**

Notice is hereby given that the following table and information provided from the Supplemental EBS contain hazardous substances that have been stored for more than one year on McClellan Air Force Base, notice of and the dates that such storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C., section 9620(h).

Facility Cluster	Facility	Hazardous Substance	CAS Registry Number	Quantity	Quantity Units <sup>1</sup>	Inventory Year
4A	635	Acetic Acid	64197	2	BT	1995
4A	635	Diethylene Glycol	111466	2	BT	1995
4A	635	Ethylene Glycol	107211	2	BT	1995
4A	635	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	2	CO	1994
4A	635	Glycol Ethers and non/AFMC-20 Compounds		2	CO	1994
4A	635	Isopropyl Alcohol	67630	4	CO	1994
4A	635	Isopropyl Alcohol	67630	4	BT	1995
4A	704	1,1,1-Trichloroethane	71556	29	TU	1994
4A	704	1,1,1-Trichloroethane	71556	60	CN	1994
4A	704	1,1,1-Trichloroethane	71556	360	BT	1995
4A	704	1,1,1-Trichloroethane	71556	36	TU	1995
4A	704	Agerite Stalite (Alkylated Diphenylamine)	37338628	58	TU	1994
4A	704	Agerite Stalite (Alkylated Diphenylamine)	37338628	72	TU	1995
4A	704	Alpha-Naphthylamine	134327	12	LB	1994
4A	704	Amitrole	61825	12	LB	1994
4A	704	Aniline	62533	12	LB	1994
4A	704	Antimony Trioxide	1309644	40	QT	1994
4A	704	Beta-Naphthylamine	91598	12	LB	1994
4A	704	Cadmium and non/AFMC-20 Compounds	7440439	94	PG	1994
4A	704	Cadmium and non/AFMC-20 Compounds	7440439	8	PG	1995
4A	704	Chloroprene	126998	2	PT	1994
4A	704	Chromium and non/AFMC-20 Compounds	7440473	12	LB	1994
4A	704	Chromium and non/AFMC-20 Compounds	7440473	100	KT	1995
4A	704	Coconut Fatty Acid/Diethanolamine Condensate; (Coconut	8051307	2	CN	1994
4A	704	Cyclohexanone	108941	5	KT	1995

Attachment 4

Facility Cluster	Facility	Hazardous Substance	CAS Registry Number	Quantity	Quantity Units <sup>1</sup>	Inventory Year
4A	704	Dibutyl Phthalate	84742	13	BX	1994
4A	704	Dichlorodifluoromethane	75718	6	CN	1994
4A	704	Dichlorodifluoromethane	75718	4	CN	1995
4A	704	Diethanolamine	111422	5	DR	1995
4A	704	Diethylene Glycol	111466	2	CN	1994
4A	704	Diethylene Glycol Monobutyl Ether	112345	4	CN	1994
4A	704	Dimethylformamide	68122	60	BT	1995
4A	704	Dodecylbenzenesulfonic Acid	27176870	4	BX	1995
4A	704	Epichlorohydrin	106898	2	BX	1994
4A	704	Ethylbenzene	100414	15	KT	1995
4A	704	Ethylene Glycol	107211	6	CN	1994
4A	704	Ethylene Glycol	107211	6	BX	1994
4A	704	Ethylene Glycol	107211	5	DR	1995
4A	704	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	7	CO	1994
4A	704	Extracts, Light Paraffinic Distillate Solvent	64742058	2	CN	1994
4A	704	Formaldehyde	50000	17	CN	1994
4A	704	Freon 113	76131	29	TU	1994
4A	704	Freon 113	76131	13	BX	1994
4A	704	Freon 113	76131	360	BT	1995
4A	704	Freon 113	76131	36	TU	1995
4A	704	Glycol Ethers and non/AFMC-20 Compounds		4	CN	1994
4A	704	Glycol Ethers and non/AFMC-20 Compounds		7	CO	1994
4A	704	Glycol Ethers and non/AFMC-20 Compounds		10	DR	1995
4A	704	Glycol Ethers and non/AFMC-20 Compounds		10	KT	1995
4A	704	Hexane (N-Hexane)	110543	6	PT	1994
4A	704	Hexane (N-Hexane)	110543	13	BX	1994
4A	704	Iso-Butyl Acetate	110190	10	KT	1995
4A	704	Isopropyl Alcohol	67630	29	TU	1994
4A	704	Isopropyl Alcohol	67630	36	QT	1994
4A	704	Isopropyl Alcohol	67630	396	GL	1994
4A	704	Isopropyl Alcohol	67630	14	CO	1994
4A	704	Isopropyl Alcohol	67630	132	GL	1995
4A	704	Isopropyl Alcohol	67630	120	BT	1995
4A	704	Isopropyl Alcohol	67630	36	TU	1995
4A	704	Isopropyl Alcohol	67630	80	KT	1995
4A	704	Lead and non/AFMC-20 Compounds	7439921	40	QT	1994
4A	704	Lead and non/AFMC-20 Compounds	7439921	29	CA	1994

Facility Cluster	Facility	Hazardous Substance	CAS Registry Number	Quantity	Quantity Units <sup>1</sup>	Inventory Year
4A	704	Lead and non/AFMC-20 Compounds	7439921	94	PG	1994
4A	704	Lead and non/AFMC-20 Compounds	7439921	9	CN	1994
4A	704	Lead and non/AFMC-20 Compounds	7439921	3	CN	1995
4A	704	Lead and non/AFMC-20 Compounds	7439921	24	CA	1995
4A	704	Lead and non/AFMC-20 Compounds	7439921	10	KT	1995
4A	704	Lead and non/AFMC-20 Compounds	7439921	8	PG	1995
4A	704	MEK (Methyl Ethyl Ketone)	78933	36	QT	1994
4A	704	MEK (Methyl Ethyl Ketone)	78933	2	PT	1994
4A	704	MEK (Methyl Ethyl Ketone)	78933	108	GL	1994
4A	704	MEK (Methyl Ethyl Ketone)	78933	45	GL	1995
4A	704	MEK (Methyl Ethyl Ketone)	78933	75	KT	1995
4A	704	Mercury and non/AFMC-20 Compounds	7487947	390	PG	1994
4A	704	Mercury and non/AFMC-20 Compounds	7487947	166	PG	1995
4A	704	Methanol	67561	90	TU	1994
4A	704	Methanol	67561	38	CN	1995
4A	704	Methylene Chloride	75092	4	QT	1994
4A	704	MIBK (Methyl Isobutyl Ketone)	108101	25	KT	1995
4A	704	Phthalic Anhydride	85449	26	BX	1994
4A	704	Potassium Hydroxide	1310583	296	PG	1994
4A	704	Potassium Hydroxide	1310583	158	PG	1995
4A	704	Reactive Polyamide	37189836	5	KT	1995
4A	704	Resin Acids & Rosin Acids, Esters W/Glycerol *92-2*	8050315	87	TU	1994
4A	704	Resin Acids & Rosin Acids, Esters W/Glycerol *92-2*	8050315	108	TU	1995
4A	704	Sodium Nitrite	7632000	60	LB	1994
4A	704	Sodium Phosphate, Tribasic	7758294	12	LB	1994
4A	704	Tert-Butyl Alcohol	75650	60	BT	1995
4A	704	Toluene	108883	32	QT	1994
4A	704	Toluene	108883	6	PT	1994
4A	704	Toluene	108883	13	BX	1994
4A	704	Toluene	108883	130	KT	1995
4A	704	Trichlorofluoromethane (CFC-11)	75694	6	CN	1994
4A	704	Trichlorofluoromethane (CFC-11)	75694	4	CN	1995
4A	704	Xylene and non/AFMC-20 Compounds		36	QT	1994
4A	704	Xylene and non/AFMC-20 Compounds		11	CN	1994
4A	704	Xylene and non/AFMC-20 Compounds	1330207	3	CN	1995
4A	704	Xylene and non/AFMC-20 Compounds	1330207	45	KT	1995
4A	704	Zinc and non/AFMC-20 Compounds	7446200	87	TU	1994

Facility Cluster	Facility	Hazardous Substance	CAS Registry Number	Quantity	Quantity Units <sup>1</sup>	Inventory Year
4A	704	Zinc and non/AFMC-20 Compounds	7446200	484	PG	1994
4A	704	Zinc and non/AFMC-20 Compounds	7440666	108	TU	1995
4A	704	Zinc and non/AFMC-20 Compounds	7440666	174	PG	1995
4A	723	Acetic Acid	64197	7	BX	1994
4A	723	Acetic Acid	64197	1	BX	1995
4A	723	Alpha-Naphthylamine	134327	2	LB	1995
4A	723	Amitrole	61825	2	LB	1995
4A	723	Ammonia	7664417	7	BX	1994
4A	723	Ammonia	7664417	3	GL	1994
4A	723	Ammonia	7664417	1	BX	1995
4A	723	Ammonium Hydroxide	1336216	6	GL	1994
4A	723	Aniline	62533	2	LB	1995
4A	723	Beta-Naphthylamine	91598	2	LB	1995
4A	723	Bis(2-Ethylhexyl) Adipate	103231	120	QT	1995
4A	723	Cadmium and non/AFMC-20 Compounds	7440439	3	PG	1994
4A	723	Cadmium and non/AFMC-20 Compounds	7440439	4	PG	1995
4A	723	Chlorine	7782505	1	GL	1994
4A	723	Chromium and non/AFMC-20 Compounds	7440473	2	LB	1995
4A	723	Chromium and non/AFMC-20 Compounds	7440473	2	KT	1995
4A	723	Cyclohexanone	108941	2	KT	1995
4A	723	Dibutyl Phthalate	84742	1	BX	1994
4A	723	Dibutyl Phthalate	84742	7	BX	1995
4A	723	Diethylene Glycol	111466	7	BX	1994
4A	723	Diethylene Glycol	111466	1	BX	1995
4A	723	Dodecylbenzenesulfonic Acid	27176870	12	BX	1994
4A	723	Epichlorohydrin	106898	8	BX	1994
4A	723	Epichlorohydrin	106898	8	BX	1995
4A	723	Ethylbenzene	100414	2	QT	1995
4A	723	Ethylene Glycol	107211	45	BX	1994
4A	723	Ethylene Glycol	107211	27	BX	1995
4A	723	Formaldehyde	50000	48	CN	1994
4A	723	Freon 113	76131	1	BX	1994
4A	723	Freon 113	76131	7	BX	1995
4A	723	Freon 113	76131	2	KT	1995
4A	723	Glycol Ethers and non/AFMC-20 Compounds		2	GL	1994
4A	723	Glycol Ethers and non/AFMC-20 Compounds		14	BX	1994
4A	723	Glycol Ethers and non/AFMC-20 Compounds		2	BX	1995

Facility Cluster	Facility	Hazardous Substance	CAS Registry Number	Quantity	Quantity Units <sup>1</sup>	Inventory Year
4A	723	Hexane (N-Hexane)	110543	1	BX	1994
4A	723	Hexane (N-Hexane)	110543	7	BX	1995
4A	723	Isopropyl Alcohol	67630	12	GL	1994
4A	723	Isopropyl Alcohol	67630	14	BX	1994
4A	723	Isopropyl Alcohol	67630	2	QT	1995
4A	723	Isopropyl Alcohol	67630	2	BX	1995
4A	723	Isopropyl Alcohol	67630	4	KT	1995
4A	723	Lead and non/AFMC-20 Compounds	7439921	3	PG	1994
4A	723	Lead and non/AFMC-20 Compounds	7439921	4	PG	1995
4A	723	Lead and non/AFMC-20 Compounds	7439921	2	KT	1995
4A	723	MEK (Methyl Ethyl Ketone)	78933	8	KT	1995
4A	723	Mercury and non/AFMC-20 Compounds	7487947	15	PG	1994
4A	723	Mercury and non/AFMC-20 Compounds	7487947	20	PG	1995
4A	723	Methanol	67561	1	GL	1994
4A	723	Methanol	67561	16	CA	1994
4A	723	Methanol	67561	8		1994
4A	723	Methanol	67561	6	TU	1995
4A	723	MIBK (Methyl Isobutyl Ketone)	108101	2	KT	1995
4A	723	Phthalic Anhydride	85449	2	BX	1994
4A	723	Phthalic Anhydride	85449	14	BX	1995
4A	723	Potassium Hydroxide	1310583	12	PG	1994
4A	723	Potassium Hydroxide	1310583	16	PG	1995
4A	723	Sodium Hypochlorite	7681529	1	GL	1994
4A	723	Sodium Nitrite	7632000	10	LB	1995
4A	723	Sodium Phosphate, Tribasic	10101890	2	LB	1995
4A	723	Toluene	108883	1	BX	1994
4A	723	Toluene	108883	6	KT	1995
4A	723	Toluene	108883	7	BX	1995
4A	723	Xylene and non/AFMC-20 Compounds	1330207	2	QT	1995
4A	723	Xylene and non/AFMC-20 Compounds	1330207	8	KT	1995
4A	723	Zinc and non/AFMC-20 Compounds	7446200	18	PG	1994
4A	723	Zinc and non/AFMC-20 Compounds	7440666	24	PG	1995
4A	723	Zinc and non/AFMC-20 Compounds	7440666	2	KT	1995
4A	800	Ammonia	7664417	4	GL	1994
4A	800	Ammonium Hydroxide	1336216	4	GL	1994
4A	800	Benzene	71432	4	PT	1994
4A	800	Butane	106978	24	PT	1995

Facility Cluster	Facility	Hazardous Substance	CAS Registry Number	Quantity	Quantity Units <sup>1</sup>	Inventory Year
4A	800	Chloroprene	126998	2	PT	1995
4A	800	Chromium and non/AFMC-20 Compounds	7440473	4	PT	1995
4A	800	Diethylene Glycol	111466	2	GL	1995
4A	800	Epichlorohydrin	106898	1	BX	1994
4A	800	Ethylbenzene	100414	4	PT	1995
4A	800	Ethylene Glycol	107211	3	BX	1994
4A	800	Ethylene Glycol	107211	2	GL	1995
4A	800	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	6	CO	1994
4A	800	Glycol Ethers and non/AFMC-20 Compounds		6	CO	1994
4A	800	Hexane (N-Hexane)	110543	6	PT	1995
4A	800	Hexane (N-Hexane)	110543	4	PT	1995
4A	800	Isopropyl Alcohol	67630	16	QT	1994
4A	800	Isopropyl Alcohol	67630	5	PT	1994
4A	800	Isopropyl Alcohol	67630	12	CO	1994
4A	800	Isopropyl Alcohol	67630	4	PT	1995
4A	800	Isopropyl Alcohol	67630	2	GL	1995
4A	800	Lead and non/AFMC-20 Compounds	7439921	12	PT	1995
4A	800	MEK (Methyl Ethyl Ketone)	78933	2	PT	1995
4A	800	Mercury and non/AFMC-20 Compounds	7487947	3	PG	1995
4A	800	Methanol	67561	4	PT	1995
4A	800	Methanol	67561	105	GL	1995
4A	800	Methylene Chloride	75092	20	PT	1995
4A	800	Phenol	108952	4	GL	1994
4A	800	Potassium Hydroxide	1310583	3	PG	1995
4A	800	Propylene Oxide	75569	4	PT	1995
4A	800	Toluene	108883	32	PT	1995
4A	800	Toluene	108883	6	PT	1995
4A	800	Xylene and non/AFMC-20 Compounds	1330207	24	PT	1995
4A	800	Zinc and non/AFMC-20 Compounds	7446200	4	GL	1994
4A	800	Zinc and non/AFMC-20 Compounds	7440666	3	PG	1995
4B	949	Acetic Acid	64197	6	BT	1995
4B	949	Ammonium Hydroxide	1336216	1	DZ	1994
4B	949	Cadmium and non/AFMC-20 Compounds	7440439	3	PG	1994
4B	949	Cadmium and non/AFMC-20 Compounds	7440439	1	PG	1995
4B	949	Diethylene Glycol	111466	6	BT	1995
4B	949	Ethylene Glycol	107211	6	BT	1995
4B	949	Isopropyl Alcohol	67630	1	DZ	1994

Facility Cluster	Facility	Hazardous Substance	CAS Registry Number	Quantity	Quantity Units <sup>1</sup>	Inventory Year
4B	949	Isopropyl Alcohol	67630	12	BT	1995
4B	949	Lead and non/AFMC-20 Compounds	7439921	3	PG	1994
4B	949	Lead and non/AFMC-20 Compounds	7439921	1	PG	1995
4B	949	Mercury and non/AFMC-20 Compounds	7487947	15	PG	1994
4B	949	Mercury and non/AFMC-20 Compounds	7487947	1	PG	1995
4B	949	Potassium Hydroxide	1310583	12	PG	1994
4B	949	Zinc and non/AFMC-20 Compounds	7446200	18	PG	1994
4B	949	Zinc and non/AFMC-20 Compounds	7440666	2	PG	1995
4B	950	Acetic Acid	64197	1	BT	1995
4B	950	Cadmium and non/AFMC-20 Compounds	7440439	4	PG	1995
4B	950	Cyclohexanone	108941	2	PT	1995
4B	950	Diethylene Glycol	111466	1	BT	1995
4B	950	Ethylene Glycol	107211	1	BT	1995
4B	950	Formaldehyde	50000	2	PT	1995
4B	950	Furan, Tetrahydro-	109999	4	PT	1995
4B	950	Isopropyl Alcohol	67630	2	BT	1995
4B	950	Lead and non/AFMC-20 Compounds	7439921	4	PG	1995
4B	950	MEK (Methyl Ethyl Ketone)	78933	14	PT	1995
4B	950	Mercury and non/AFMC-20 Compounds	7487947	3	PG	1994
4B	950	Mercury and non/AFMC-20 Compounds	7487947	16	PG	1995
4B	950	MIBK (Methyl Isobutyl Ketone)	108101	4	PT	1995
4B	950	Phenol	108952	6	PT	1995
4B	950	Potassium Hydroxide	1310583	3	PG	1994
4B	950	Potassium Hydroxide	1310583	12	PG	1995
4B	950	Toluene	108883	4	PT	1995
4B	950	Zinc and non/AFMC-20 Compounds	7446200	3	PG	1994
4B	950	Zinc and non/AFMC-20 Compounds	7440666	20	PG	1995
4B	950	Zinc and non/AFMC-20 Compounds	7440666	2	PT	1995
4C	29	Acetic Acid	64197	4	BT	1994
4C	29	Diethylene Glycol	111466	4	BT	1994
4C	29	Ethylene Glycol	107211	4	BT	1994
4C	29	Isopropyl Alcohol	67630	8	BT	1994

<sup>1</sup>Note - Quantity Units are as follows:

BT - Bottle	DR - Drum	PG - Package
BX - Box	DZ - Dozen	PT - Pint
CA - Can	KT - Kit	QT - Quart
CN - Carton	GL - Gallon	TU - Tube
CO - Container	LB - Pound	

**Table 2 - Notice of Hazardous Substances Released**

**McClellan AFB Group 4 Facilities**

Notice is hereby provided that the following information from the Site Specific Supplement EBS provides notice of hazardous substances that are known to have been released on McClellan Air Force Base, and the dates the release took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

Releases of hazardous substances have occurred in the past resulting in contamination in the soil, soil gas, and groundwater. These substances are being cleaned up under the CERCLA Installation Restoration Program (IRP). See section 3.6 of the SSSEBS for a discussion of contaminants being addressed under the IRP.

Cluster ID	Facility	Spill Date	Property/ Building Affected	Substance Spilled	Quantity Release (lbs)	RQ Exceeded?	Comments
4A	1074	7/19/1988	Building	AFFF (Glycol Ether)	40	Yes	Leaked from C-7 Crash Truck overnight onto floor, some down drain.
4A	1074	4/7/1994	Property	AFFF (Glycol Ether)	150	Yes	Released to ground from fire truck during maintenance.
4A	1074	8/6/1998	Property	Fire Retardant Foam	20	No	Crash 22 foam went into sanitary sewer line. Regional Sanitation District said it would not cause a problem.
4A	1074	10/7/1997	Property	Hydraulic Fluid	10	No	Spill on runway, clean with absorbant.
4A	1075	8/17/1994	N/A	N/A	N/A	N/A	NE of bldg, abandoned drum containing kitty litter.
4A	1090	6/12/1998	Property	Oil/power steering fluid	1	No	May have been from Broken fluid line on a vehicle. Oil tested negative for PCBs.
4A	7001	1/12/1998	Building	CO2 Fire extinguisher	N/A	N/A	CO2 fire extinguisher used on small electrical fire in the computer room, no significant
4A	7001	3/24/1997	Property	Jet Fuel	40	No	Equipment failure.

Cluster ID	Facility	Spill Date	Property/ Building Affected	Substance Spilled	Quantity Release (lbs)	RQ Exceeded?	Comments
4A	7001	6/26/1997	N/A	N/A	N/A	N/A	JP-8 Fuel burned / evaporated - no release to ground.
4A	7001	5/11/1988	Property	Hydraulic Fluid	50	No	Equipment failure.
4A	704	5/17/1988	Property	Transformer Oil	15	No	West of bldg, middle of three transformers leaked, contained on pavement.
4A	7101	10/23/1987	Property	Oily Water	< 10	No	Pooled rainwater run-off.
4A	714	9/10/1998	Property	Hydraulic Fluid	20	No	Patrol Rd. - Broken hydraulic line on fire truck. Cleaned up with kitty litter.
4A	714	5/14/1997	Property	Fuel / Oil	4000	Yes	OWS "overtaxed" with resultant release into IWL.
4A	714	2/23/1998	Property	JP-8	100	No	About 20 gals JP-8 Fuel into the oil water separator. Fuel and water placed into holding
4A	714	6/24/1998	Property	Unknown milky white substance	Unknown	Yes	Milky white substance with DO -7.1, pH-7.5, turbidity 46.7, temp. 24.9C. Sandbags and
4A	714	2/12/1996	Property	Amononia, Anhydrous	<0.25	No	Small release during cylinder change-out.
4A	714	11/20/1987	Property	Oily Wastewater	800	Yes	Free oil tank open valve resulted in overflow, to blacktop, gravel, Magpie Creek,
4A	7149	1/29/1997	Property	JP 8	150	No	Switch malfunction, contained on pavement.
4A	7149	3/15/1994	Property	Jet Fuel	50	No	Fuel tank gasket failed, released to pavement.
4A	7149	11/22/1997	Property	JP-8	400	No	Spill contained on Mat with berm, cleaned up with absorbant.
4A	7149	8/26/1998	Property	Jet Fuel	18	No	JP-8 Fuel cleaned up with absorbant kept from flowing.
4A	721-1	2/3/1987	Property	Jet Fuel	150	No	Valve malfunction.
4A	722-10	3/8/1990	Property	JP-4	4	No	Equipment failure, released to soil.

Cluster ID	Facility	Spill Date	Property/ Building Affected	Substance Spilled	Quantity Release (lbs)	RQ Exceeded?	Comments
4A	7241	8/17/1987	Property	Jet Fuel	150	No	Contained on pavement.
4A	7241	5/18/1997	Property	JP-8	40	No	Near a storm drain.
4A	7241	9/15/1994	Property	JP-8	24	No	Broken line, released to pavement.
4A	7245	10/10/1997	Property	Hydraulic Fluid	Unknown	No	Broken hydraulic valve on C-5, Cleaned up with kitty litter.
4A	7310	11/4/1987	Property	Jet Fuel	8	No	No response required.
4A	7516	6/24/1997	Property	Jet Fuel	80	No	Equipment failure.
4A	7516	7/11/1988	N/A	N/A	N/A	N/A	Corroded drums of perchloroethylene, no release to environment.
4A	7516	6/6/1997	Property	JP 8	400	No	Equipment failure.
4A	7525	5/31/1987	Property	Waste Fuel / Solvents	Unknown	Unknown	Improper washing / cleaning of aircraft parts by contractor at "Dave's Washrack"
4A	7611	5/8/1997	Property	Hydraulic Fluid	1	No	Equipment failure.
4A	790	4/17/1990	Building	Transformer Oil / PCBs	2	No	Release during flushing of transformer, PCBs 46.5 ppm.
4A	800	10/17/1994	Building	Mercury	< 0.06	No	Inside trailer, broken thermometer.
4B	943	8/10/1994	Building	Oil	40	No	Sump pump in sewer vault failed, oil/water backed up in bldg.

Attachment 6

REGULATORY LETTERS

CITY  
AGREEMENT NO. 2006-1088



# California Regional Water Quality Control Board

## Central Valley Region

Steven T. Butler, Chair



Gray Davis  
Governor

Winston H. Hickox  
Secretary for  
Environmental  
Protection

Sacramento Main Office  
Internet Address: <http://www.swrcb.ca.gov/~rwqcb5>  
3443 Routier Road, Suite A, Sacramento, California 95827-3003  
Phone (916) 255-3000 • FAX (916) 255-3015

17 April 2000

Environmental Management  
Attention: Mr. Phil Mook  
SM-ALC/EMR  
5050 Dudley Boulevard, Suite 3  
McClellan AFB, CA 95652-1389

***DRAFT SUPPLEMENTAL FINDING OF SUITABILITY TO LEASE (FOSL) FOR GROUP 4 FACILITIES (DSR# 399-1), McCLELLAN AIR FORCE BASE (AFB), SACRAMENTO COUNTY***

Thank you for the opportunity to review the subject document (FOSL) submitted 2 March 2000. The FOSL documents specific environmental conditions and findings related to the delivery of possession of Group 4 facilities, McClellan AFB, to the County of Sacramento, under the terms of and Economic Development Conveyance. Our General and Specific Comments on the FOSL are provided below.

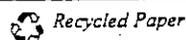
**GENERAL COMMENTS**

- Comments on the SSSEBS:** Our comments (letter dated 13 April 2000) on the *Draft Site-Specific Supplemental Environmental Baseline Survey for Group 4 Facilities and Associated Properties* (SSSEBS) has noted numerous errors. Revisions to the Draft FOSL should consider the comments on the Draft SSSEBS by the regulatory agencies and be revised for consistency with the comments and revisions to the SSSEBS.
- Previous FOSL Comments:** The draft of this FOSL was developed prior to the finalization of the FOSL for the Group 3 Facilities. The comments prepared for the Group 3 FOSL (letter dated 24 February 2000) should be considered during development of the draft final. Some of our Group 3 comments resulted in changes that should be carried through to the Group 4 and subsequent FOSLs.

**SPECIFIC COMMENTS**

- Section 5.2, Northern Sub-Cluster, page 5: This sentence appears incomplete. Information in the Draft SSSEBS refers to volatile organic compound (VOC) contamination in soil gas and groundwater in the northern sub-cluster. This section should be revised for accuracy and summarize all major category of contaminants and affected medium within the subject sub-cluster.
- Section 5.2, Western Sub-Cluster, Page 5: The first sentence appears to be incomplete or missing some words. The structure of this paragraph is awkward and difficult to follow. Please revise this paragraph for clarity. In addition, it seems unnecessary to include the depths (in parenthesis) after the words *shallow* and *deep*. The depths following the word *shallow* are inconsistent with the definition provided on page 4 (third paragraph).

California Environmental Protection Agency



CITY

AGREEMENT NO.

2006-1088

3. Section 5.2, Southern and Eastern Sub-Clusters, page 6: See Specific Comment 2.
4. Section 5.2, Cluster 4B, page 7: The first paragraph, last sentence states, "*Current groundwater data indicate that groundwater contamination is present beneath the Cluster 4B property footprint at concentrations greater than reporting limits but less than MCLs.*" This section does not identify risks associated with contaminant concentrations less than MCLs, and therefore, does not include restrictions for groundwater use like the ones for Cluster 4A.

For Cluster 4A, restrictions will be placed on drilling and drinking or using groundwater (including the installation of water supply wells within 2,000 feet of groundwater contaminant plumes) within the subject property footprint. Since we identify applicable or relevant and appropriate requirements [(ARARs) i.e., the Basin Plan] that recognize Water Quality Objectives (WQOs) that are less than MCLs, we believe it is required that restrictions be placed on the use of groundwater that exceed WQOs, including additive toxicity criterion for multiple McClellan contaminants.

There is currently a prohibition for drilling drinking water supply wells on and in the vicinity of McClellan AFB. We believe that the FOSL should recognize the County of Sacramento ordinance that codifies this prohibition. It may be unnecessary or redundant to include groundwater restrictions in the FOSL that are beyond what is already in place.

5. Section 5.2, Cluster 4C, page 8, second paragraph from top of page, second and third sentence: This sentence states, "*Cluster 4A and 4C will be remediated, as necessary, to industrial standards. Cluster 4B will be remediated, as necessary, to commercial and residential standards.*" The standards to which the Group 4 IRP sites will be remediated must be selected and documented in a Final Record of Decision (ROD). The RODs will select remedies and cleanup standards for specific IRP sites, not standards as necessary for entire reuse clusters. The referenced statements that presume cleanup standards prior to a ROD are inconsistent with CERCLA requirements. Please revise this section for clarity and consistency with CERCLA requirements.
6. Section 5.6, Asbestos-Containing Material (ACM), first paragraph: This paragraph states that ACM is present in the facilities within Clusters 4A and 4B, but does not address the status if ACM in Cluster 4C. For completeness, this section should address the status of ACM in Cluster 4C.
7. Attachment Figures: Please include appropriate legends on the figures included in the FOSL attachments.

If you have any questions, please contact me at (916) 255-3069, or e-mail me at ([taylorjd@rb5s.swrcb.ca.gov](mailto:taylorjd@rb5s.swrcb.ca.gov)).

JAMES D. TAYLOR  
Associate Engineering Geologist

cc: Mr. Joe Healy, United States Environmental Protection Agency, San Francisco  
Mr. Bill Kilgore, Department of Toxic Substances Control, Sacramento  
Mr. Rick Solander, Environmental Management, McClellan AFB

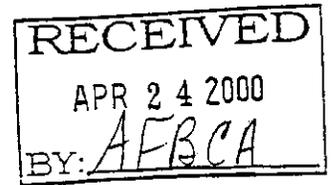
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CITY  
AGREEMENT NO. 2006-1088



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105-3901

April 17, 2000



Air Force Base Conversion Agency  
Attn: Tony Wong  
3237 Peacekeeper Way, Room, 108  
McClellan AFB, CA 95652-1056

Subject: EPA COMMENTS ON SSEBS & SFOSL for GROUP 4 FACILITIES

Dear Tony:

Attached are comments from EPA's contractor (TLI) and base closure specialists on the Group 1 SSEBS and SFOSL documents. I have reviewed these comments and am forwarding them to you as EPA's official comments (DSR Records # 398-2 and 399-2) on the above documents.

**Comments On The SSSEBS:**

1. Summary Table ES-1:

- a) Rad data gaps are noted for buildings 7516 and 7525. Shouldn't "lease conveyance precluded" be marked yes for these buildings?
- b) bird droppings noted at building 29; shouldn't biohazard category be marked?
- c) The following buildings are discussed in the Asbestos section but were left off the cross reference table: bldgs 617, 636, 716 and 720
- d) The following buildings were discussed in the Lead Based Paint section but omitted from the table: 721-3, 7001 and 29

2. pg 3-22 PRL B-006 Text states one metal found to exceed residential PRGs but table 3-4 lists two metals (magnesium and thallium) exceeding RPRGs.

3: pg 3-24 AOC G-4 what are the "5 industrial facilities" (identify the buildings please) that comprise this site? At what depth was maximum concentration of VOCs found in soil gas? PRL S-043 -- same question.

4. Pg 3-32 groundwater characterization: states no groundwater contamination was found exceeding MCLs reported within the property footprint, however at sites AOC G-4, AOC G5, PRL S-044,, PRL L-001A and L-001C MCLs were exceeded.

5. Pg 3-33 AOC Ammunitions -- please include a discussion of ordnance findings for this site in the IRP site discussion.

6. General: Please describe the function of "hush houses" and "test stands" as described in IRP

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site section.

7. Pg 3-36

- a) PRL L-007A Please note in text that radiation surveys also need to be completed for this site.
- b) PRL 066A text states that metals were below RPRGs but table 3-4 indicates that lead exceeded RPRGS. Table 3-4 also indicates possible radionuclide contamination which is not mentioned in the text.

8. Pg 3-37 PRL L-007-B text indicates that VOCs are below 1000 ppbv but soil gas summary sections states that VOCs greatly exceed 1000 ppbv and are impacting groundwater.

9. Pg 3-37 PRL 028. This site appears to be a significant source area. Please provided more detail on concentrations found and extent. Is the contamination confined to the skimming basin or is it also in creek sediment?

10. pg 3-39 CS 042/PRL 068 summary tables also indicated PCBs dioxin and metals also exceeded RPRGs.

11. pg 3-40 PRL 020 how extensive was the sampling done at this site?

12. pg 3-42 PRL 062. This site is was a suspected disposal pit. Were only VOCs and cyanide analyzed for? Why weren't other contaminants looked for?

13. pg 3-42 PRL 0-63 text says No TPH was reported in soils, table 3-4 indicated TPH was below tri regional board guidelines -- these statements do not mean the same thing.

14. pg 3-45 4th paragraph, soil characterization summary, CS 042/PRL 068: Believe the RPRG (as of 10/99) for 1,2-DCB is listed at 370 mg/kg, however for 1,3 DCB it is 13 mg/kg. (recheck this) Which chemical do you have?

15. pg 3-46 soil gas summary: PRL L-007B/PRL 066B (see #8 above) text states PRL007B has VOCs below 1000 ppbv and groundwater is below MCLs. summary section states TCE as high as 46,000 ppbv is impacting groundwater.

16. pg 3-48 PRL L-005G table 3-4 indicates radiation exceeds 10E-6 cancer risk. Please provide more discussion of this in IRP site description. All it says is background levels are exceeded. Also please address this in the risk overview section on page 3-50.

17 pg 3-52 PRL B-002 please provide more information on this site and rationale for not collecting samples, and rationale for the NFA status.

18. pg 3-53 CS P-006 table 3-5 says an SVE is planned to be installed near this site, the text states that it already exists. Please clarify.

19. pg 3-54 SA 080 table 3-4 mentions dioxins/furans exceed RPRGs at this site, but this is not mentioned in the text.

20. Pg 3-56 PRL L-003A text states no soil samples were taken but table 3-4 indicates dioxins and furans and metals were below RPRGs.
21. Pg 3-67 Northwest taxiway, radiation summary. Is this an IRP site? Did not see this area discussed. Page 3-69, Taxiway 7611, same question.
22. pg 3-68 PRL S-040 IRP site discussion says radionuclides were not detected, this entry states that they were below levels of concern. Does not have the same meaning.
23. pg 3-70 biohazard discussion What is the suspected reason for so many dead birds in this area of the base?
24. pg 3-72 bldg 714 Was the white powder observed on the floor sampled to determine if it was asbestos?
25. pg 3-74 Building 948: Text states that asbestos is in poor condition, and there is also mold and water damage. Then it goes on to state that the asbestos is in acceptable condition. What constitutes "acceptable" condition? How bad does it have to be before repair is required.?
26. Building 9070 is listed on the summary table as having asbestos, but was not discussed in the text.
27. Lead based paint discussion, general:
  - a) Text often makes statements such as no paint chips were seen on the floor during the inspection and drawing the conclusion that there is no health risk present. The floors could have been recently swept. Just because flakes are not seen on the floor does not mean that peeling paint is not contributing to an indoor dust problem.
  - b) What criteria is being used to identify an "acceptable" or "unacceptable" condition for paint?
28. The following buildings are mentioned in the summary table as having Lead Based Paint, but are not discussed in this section: bldgs 761 & 9072
- 29 pg 3-81 bldg 1086 What is the condition of the interior paint in this building (only exterior was discussed)
30. pg 3-82. Bldg. 29 -- does "acceptable condition" mean there is no peeling paint in this building -- actual condition or the paint in this building is not described.

### Comments on the SFOSL

1. First 2 paragraphs, page 3. The language in this paragraph is awkward and confusing. The second sentence is particularly confusing (WHICH remaining factors pose no threat and require no notification?- why is there a need to identify what you believe you aren't required to disclose?) We suggest substituting the following paragraph, or a similar modification along these

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lines that would better convey what we believe is your intended meaning:

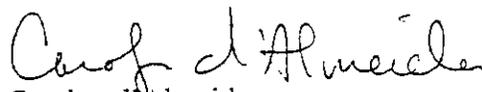
#### 5. LEASE RESTRICTION AND NOTIFICATION

*McClellan AFB is undergoing environmental cleanup to address contamination resulting from past activities. The Site Specific Environmental Baseline Survey (SSEBS) for Group 4 Facilities and Associated Properties provides notification to the Lessee of the environmental condition of the property and potential risks to human health and the environment associated with environmental contamination. The environmental documents listed in Section 1 were utilized to identify environmental issues (see Attachment 3) which necessitate specific use restrictions under the Lease, as described in this document. Specifically, these include restrictions on groundwater usage and soil disturbing activities including drilling, excavation or removal of pavement. Any construction activity with a potential for soil disturbance must have prior written Air Force approval and coordination with applicable Federal and State regulatory agencies. The Air Force has determined that adherence to these lease restrictions is necessary to adequately protect human health and the environment until cleanup of the property is completed. Additional notification and lease restrictions are described as follows:*

(FOSL Text continues)

Comments prepared by our contractor, Techlaw are attached. If you have any questions, please do not hesitate to call me at (415) 744-2225.

Sincerely,



Carolyn d Almeida  
Base Closure Specialist

Attachment:

- Techlaw's comments

cc:

Bill Kilgore, DTSC	James Taylor, RWQCB
Paul Brunner, McAFB	Rick Solander, McAFB
Bob Carr, EPA	Phil Mook, McAFB
Francesca Dononfrio, DTSC	Joseph Healy, EPA

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April 3, 2000

Dr. Joseph Healy (SFD-8-1)  
U.S. Environmental Protection Agency  
Region IX  
75 Hawthorne Street  
San Francisco, CA 94105

**Subject: Contract No. 68-W-98-0220 / WA No. 220-04-41NH  
McClellan Air Force Base;  
Review of the Draft Site-Specific Supplemental Environmental  
Baseline Survey (SSSEBS) and Draft Supplemental Finding of  
Suitability to Lease (SFOSL) for Group 4 Facilities**

Dear Dr. Healy:

Enclosed please find TechLaw's evaluation of the Site-Specific Supplemental Environmental Baseline Survey (SSSEBS) and Draft Supplemental Finding of Suitability to Lease (SFOSL) for Group 4 Facilities, located at the McClellan Air Force Base, dated February 2000.

As with the Group 3 facilities, TechLaw performed a cursory review of the entire document and a detailed review of a subset of representative sites. TechLaw reviewed Building 722-7, 722-12 and Building 704, Installation Restoration Program sites PRL S-044, PRL S-048, CST-057, SA 109 and the Old Ammunition area, and Adjacent Property sites PRL S-015, CS-043, Drainage OU C, Apron 7618 and PRL S-032. Several sites were reviewed in each area in order to gain a general understanding of any potential issues associates with each area. The SFOSL was reviewed in greater detail and all comments are noted in the attachment. TechLaw had some comments on the documents (including a recommendation that the former ammunition storage area in Group 4A not be leased until the nature and extent of contamination at the area was determined) which are presented in the attached document. However, TechLaw did not find anything that would warrant a more detailed review by TechLaw at this time. At the time of the issuance of the FOST, a more detailed review of each site may be warranted.

As stated in the SSSEBS, McClellan Air Force Base has tentatively scheduled release dates for several buildings in the Group 4 facilities beginning sometime in the year 2000. It is also noted that several data gaps still exist for many portions of the sites that are to be addressed before specific buildings are to be released to the County of Sacramento. It is recommended that all of the data gaps, including those for radiological, soil, soil gas and those specific to each of the

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Dr. Joseph Healy  
3 April 2000  
Page 2

buildings and their IRP sites be addressed and the data gaps filled prior to leasing any of the areas with open data gaps.

This evaluation is being forwarded to you through electronic mail in WordPerfect® for Windows format. A hard copy of this deliverable was also submitted. Thank you for the opportunity to provide U. S. EPA with technical oversight services at McClellan AFB. Should you have any comments or questions, please feel free to contact me at (415) 281-8736.

Sincerely,

Jeff Raines, P.E.  
Regional Manager

copies to: Angela Commisso, U.S. EPA Region IX, w/o attachment  
Patricia Brown-Derocher, Central Files

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**McCLELLAN AIR FORCE BASE  
Sacramento, California**

**GROUP 4 SITE SPECIFIC SUPPLEMENTAL ENVIRONMENTAL BASELINE  
SURVEY (SSSEBS) AND SUPPLEMENTAL FINDING OF SUITABILITY TO LEASE  
(SFOSL)**

**Submitted to:**

**Dr. Joseph Healy  
EPA Work Assignment Manager  
U.S. Environmental Protection Agency  
Region IX SFD-8-1  
75 Hawthorne Street  
San Francisco, California 94105**

**Submitted by:**

**TechLaw Inc.  
530 Howard Street  
Suite 400  
San Francisco, California 94105**

**EPA Work Assignment No.  
Contract No.  
EPA WAM  
Telephone No.  
TechLaw Site Manager  
Telephone No.**

**220-04-41NH  
68-W-98-0220  
Joseph Healy  
(415) 744-2211  
Jeff Raines  
(415) 281-8730 x 21**

**April 17, 2000**

**CITY  
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**Review of the Draft Supplemental Finding of Suitability to Lease  
(SFOSL) for Group 4 Facilities  
McClellan Air Force Base**

**Major Comments** - These comments should be addressed prior to U.S. EPA's approval of the Draft Supplemental Finding of Suitability to Lease (SFOSL) for Group 4 Facilities.

**General Comments**

1. **Groundwater:** The groundwater contamination identified in the SFOSL is stated to be present beneath all of Cluster 4A, except for the Southern Sub-cluster, at concentrations exceeding maximum contaminant levels (MCLs). Therefore, a potential risk to public health from potential exposure to groundwater exists at some locations within Cluster 4A, excluding the Southern Sub-cluster. These statements conflict with the information provided in the SSSEBS regarding groundwater contamination. The SSSEBS indicates the following:

- ▶ Northern Sub-cluster does not have any groundwater contamination above MCLs,
- ▶ Western Sub-cluster has groundwater contamination exceeding MCLs in the southwestern portion,
- ▶ Southern Sub-cluster has groundwater contamination exceeding MCLs in the southwestern portion, and
- ▶ Eastern Sub-cluster has groundwater contamination exceeding MCLs in many areas.

Revise the SFOSL to be consistent with the SSS/EBS and so that the groundwater quality information presented in the SFOSL reflects the current status of groundwater contamination.

**Specific Comments**

i. **Section 5.2, Installation Restoration Program (IRP) and Areas of Concern (AOCs), Cluster 4A Landfill Sites, page 6:** This section identifies landfill sites within 1,000 feet of Cluster 4A. However, this section does not include site CS 043, located approximately 200 feet north of Cluster 4A, and within 1,000 feet of several facilities. Revise the SFOSL and SSSEBS to include CS 043 as a Cluster 4A Landfill Site and identify any data gaps that may exist at this site. Should any data gaps be identified, include a discussion of the data gaps and any lease restrictions that may apply to

2. **Section 5.2, Installation Restoration Program (IRP) and Areas of Concern (AOCs), Cluster 4B Landfill Sites, page 8:** This section of the SFOSL indicates that Clusters 4A and 4C will be remediated to industrial standards, while Cluster 4B will be remediated to commercial and residential standards. The text then states that if the Lessee proposes to use the property in Clusters 4A or 4C for residential use or for occupancy by children under the age of seven years, the Lessee must notify and gain approval from the Air Force before doing so. Yet, there does not appear to be any language indicating that the Lessee will have to inform the Air Force if the Lessee plans to use any of the commercially zoned property in Cluster 4B for residential use. Revise the SFOSL to indicate that the Lessee must notify and gain approval from the Air Force if residential use is proposed for commercially zoned areas of Cluster 4B.
3. **Section 5.3, Oil/Water Separators (OWS), page 8:** It is stated that there is one inactive OWS located on property that is going to be available to lease. The Lease will restrict the Lessee from using the separator. However, the SFOSL does not state that this OWS will be investigated and cleaned before the property is leased. Revise the SSSEBS to indicate that the OWS present on the property to be leased will be properly investigated and cleaned before transferring the property to the Lessee in order to prevent any accidental releases from the OWS that may pose risks to human health and the environment.
4. **Section 5.14, Biological Resources, page 13:** The only biological resources discussed in this section are vernal pools and other wetlands. However, several areas in Sub-clusters of Cluster 4A identified in the SSSEBS, have been designated annual grasslands which are foraging and potential nesting areas for raptors, herons, egrets, and a California species of concern, the burrowing owl. Also, the SFOSL does not include the burrowing owl in this section as a biological resource of concern. Revise this section of the SFOSL to include the annual grasslands and the burrowing owl as an area/species of concern and also describe how the Lessee will be responsible for maintaining the annual grassland areas and protecting the burrowing owl and preserving its habitat.

Mr. Paul Brunner  
3237 Peacekeeper Way  
McClellan AFB, California 95652

DRAFT SITE SPECIFIC SUPPLEMENTAL ENVIRONMENTAL BASELINE SURVEY  
and DRAFT SUPPLEMENTAL FINDING OF SUITABILITY TO LEASE, GROUP 4,  
McCLELLAN AIR FORCE BASE.

Dear Mr. Brunner:

Thank you for the opportunity to review the above-referenced documents. Based upon our review, we have the following comments to provide:

SSSEBS Comments:

1) In general, the document has adequately portrayed the extent of known soil and groundwater contamination in the Group 4 areas as determined by the CERCLA program. The one concern that the SSSEBS does not address is the possibility of PCBs in nearby high voltage transformers. During DTSC's Group 4 walk-throughs, staff observed several transformer pads that appeared to be old transformers. (Two examples include a pad just south of Building 1090 and a pad with at least six transformers north of the space between Buildings 734 and 735). While we believe that the Air Force has conducted inspections and testing of PCBs in transformer oils, none of the transformers were tagged as being tested. Generally, the newer transformers have a label that states that no PCBs are in the oil, but again, no labels were observed. Please include a discussion in the SSSEBS addressing the potential for PCB oils in these transformers. The pads should be inspected for signs of spills and the need for soil sampling evaluated.

2) DTSC is also concerned about the lack of research done to correctly identify the construction dates and history for the runway and taxiway areas, as well as the ammunition storage facilities. Using the limited number of aerial photographs that we have, all the ammo storage facilities (742, 743, 744, 746, 747, 748, 749, 750, 703, 794 and 795) are visible in the 1946 aerial photograph. At a minimum, the date could state that the facilities were constructed before 1946. Likewise, several of the "taxiways" have dates of 1957-1963, when in fact they were part of the original airfield circa 1939. For example (from Table 1-1), facility 7610 has an unknown construction date and a history as a taxiway. In fact, 7610 was originally runway 22-04 and part of the original airfield. Facilities 7147 and 7611, taxiway "L", formerly made up runway 30-12. 7310 was constructed between 1957-1963. However, 7154 is not shown on any figures or plates and a visual site inspection form could not be located. Please review all the construction dates and historical facility activities to ensure they are accurate and include the missing information.

3) The following list of buildings were still occupied or were not available for our staff to conduct a visual site inspection. Therefore, we request that the documents be amended to include language stating that these buildings, while included as part of the SSSEBS and SFOSL, are not suitable for immediate occupancy, with the exception of the current use by the Air Force, until they are determined to be suitable to lease. Please also address the steps the Air Force plans to take prior to reuse in order to communicate and provide adequate documentation with DTSC, and all applicable regulatory agencies, concerning the discontinued use of these buildings by the Air Force, once operations are complete or available for site inspection.

Cluster 4A - Facilities 636, 716, 722-10, 722-11, 722-12, 740, 745, T-804, 871, 1074, 1086, 1092, 6004-N and 6006-N.

Cluster 4B - Facilities 943, 948, 949 and 950.

4) Data Gaps, pg. ES-4. Where possible, please provide the approximate date that specific data gaps will be addressed and presented to the regulatory agencies for review.

5) Biological Resources, pg. 3-1. Is it known when the consultation with the U.S. Fish and Wildlife Service, addressing habitat issues in Cluster 4A, will be completed?

6) Asbestos, pg. 3-71. While the Air Force has identified which facilities contain ACM, please state when the abatement of any damaged or friable ACM is scheduled to be completed.

7) Lead-based Paint, page 3-75. As also suggested in the SSSEBS for Group 3 facilities, please provide the schedule the Air Force intends to implement for the removal of any flaking lead-based paint which may present a health risk.

#### SSFOSL

Please include language clearly stating that all appropriate and necessary remediation of lead-based paint will be conducted prior to approval of any residential or child occupancy reuse of any appropriate facilities within Group 4.

If you have any questions concerning this letter, please contact me at (916) 255-3603.

Sincerely,

Francesca D'Onofrio  
Hazardous Substances Scientist

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# California Regional Water Quality Control Board

## Central Valley Region

Steven T. Butler, Chair



Winston H. Hickox  
Secretary for  
Environmental  
Protection

Sacramento Main Office  
Internet Address: <http://www.swrcb.ca.gov/~rwqcb5>  
3443 Routier Road, Suite A, Sacramento, California 95827-3003  
Phone (916) 255-3000 • FAX (916) 255-3015

Gray Davis  
Governor

8 June 2000

Environmental Management  
Attention: Mr. Phil Mook  
SM-ALC/EMR  
5050 Dudley Boulevard, Suite 3  
McClellan AFB, CA 95652-1389

***DRAFT FINAL SUPPLEMENTAL FINDING OF SUITABILITY TO LEASE (FOSL) FOR  
GROUP 4 FACILITIES (DSR# 399-3), McCLELLAN AIR FORCE BASE (AFB), SACRAMENTO  
COUNTY***

Thank you for the opportunity to review the subject document (FOSL) submitted 18 May 2000. The FOSL documents specific environmental conditions and findings related to the delivery of possession of Group 4 facilities, McClellan AFB, to the County of Sacramento, under the terms of an Economic Development Conveyance. We have reviewed the FOSL and have determined that our comments on the draft have been adequately addressed.

If you have any questions, please contact me at (916) 255-3069, or e-mail me at [taylorjd@rb5s.swrcb.ca.gov](mailto:taylorjd@rb5s.swrcb.ca.gov).

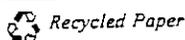
JAMES D. TAYLOR  
Associate Engineering Geologist

cc: Mr. Joe Healy, United States Environmental Protection Agency, San Francisco  
Mr. Bill Kilgore, Department of Toxic Substances Control, Sacramento  
Mr. Rick Solander, Environmental Management, McClellan AFB  
Mr. Brian Hovander, AFBDA/DM, McClellan AFB

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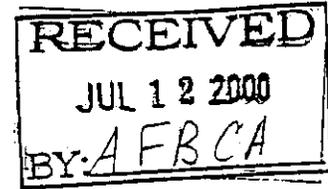
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AGREEMENT NO. 2006-1088

*California Environmental Protection Agency*





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105-3901



July 10, 2000

Air Force Base Conversion Agency  
Attn: Tony Wong  
3237 Peacekeeper way Room 108  
McClellan AFB CA 95652-1056

Subject: Responses to comments on Group 4 SSSEBS and SFOSL

Dear Tony:

We have reviewed the responses to our comments on the draft SSSEBS and SFOSL documents for Group 3 that we submitted on April 17, 2000 and additional clarifying comments emailed to Richard Solander on June 14. We are satisfied that all of our comments have been addressed.

Thank you for the opportunity to review these documents. If you have any questions, please call me at (415) 744-2225.

Sincerely,

A handwritten signature in cursive script that reads "Carolyn d'Almeida".

Carolyn d'Almeida  
Base Closure Specialist

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AGREEMENT NO. 2006-1088

Mr. Paul Brunner  
3237 Peacekeeper Way  
McClellan AFB, California 95652

DRAFT FINAL SITE SPECIFIC SUPPLEMENTAL ENVIRONMENTAL BASELINE  
SURVEY and DRAFT FINAL SUPPLEMENTAL FINDING OF SUITABILITY TO LEASE,  
GROUP 4, McCLELLAN AIR FORCE BASE.

Dear Mr. Brunner:

Thank you for the opportunity to review the above-referenced documents. Based upon our review, we conclude that our comments that were presented to the Air Force on the original draft documents have been adequately addressed.

Sincerely,

Francesca D'Onofrio  
Hazardous Substances Scientist

CITY  
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Response to Comments: **California Regional Water Quality Control Board** (April 17, 2000):  
Draft Supplemental Finding of Suitability to Lease for Group 4 Facilities.

**General Comment 1:** Comment noted and incorporated into the document.

**General Comment 2:** Comments provided for Group 3 have been also incorporated into this document in Section 4, paragraph 1; Section 5.2, paragraph 1; and Section 5.13, paragraph 1.

**Specific Comment 1:** Comment has been incorporated into Section 5.2, Northern Sub-cluster.

**Specific Comment 2:** Comment has been incorporated into Section 5.2, Western Sub-cluster.

**Specific Comment 3:** Comment has been incorporated into Section 5.2, Southern and Eastern Sub-clusters.

**Specific Comment 4:** Comment about risks has been incorporated into Section 5.2, Cluster 4B, Paragraph 1, last sentence. Comment about Water Quality Objectives (WQO's) was considered but not incorporated into Section 5.2, Cluster 4A, paragraph 3 due to current dispute resolution proceedings regarding this issue. Comment about County ordinances has been incorporated into Section 5.2, cluster 4A, paragraph 2.

**SFOSL Comment 5:** Comment has been incorporated into Section 5.2, paragraph 6, sentence 2.

**SFOSL Comment 6:** Comment has been incorporated into Section 5.6, paragraph 1, sentence 1.

**SFOSL Comment 7:** Comment has been incorporated into the attachment drawings.

Response to Comments: **Environmental Protection Agency** (April 17, 2000): Draft Supplemental Finding of Suitability to Lease for Group 4 Facilities.

**SFOSL Comment 1:** The wording of Section 5 (first two paragraphs) has been replaced with the suggested wording.

Response to Comments: **Environmental Protection Agency/Tech Law** (April 3, 2000): Draft Supplemental Finding of Suitability to Lease for Group 4 Facilities.

**General Comment 1:** Comment has been incorporated into Section 5.2, Cluster 4A, sentences 4, 5, and 6.

**Specific Comment 1:** IRP site CS 043 has been incorporated in the Section 5.2, Cluster 4A Landfill Sites. Section 3.18 of the SSSEBS was also revised to include CS 043 as part of the landfill discussion.

**SFOSL Comment 2:** Comment has been incorporated into Section 5.2, paragraph 6.

**SFOSL Comment 3:** Comment has been incorporated into Section 5.3, sentence 2. Section 3.1.5.4 of the SSSEBS was also revised.

**SFOSL Comment 4:** Comment has been incorporated into Section 5.14.

Response to Comments: **CAL-DTSC** (April 2000): Draft Supplemental Finding of Suitability to Lease for Group 4 Facilities.

**SFOSL Comment 1:** Comment has been incorporated into Section 5.7, paragraph 3.

Response to Comments: **California Regional Water Quality Control Board** (June 8, 2000): Draft Final Supplemental Finding of Suitability to Lease for Group 4 Facilities.

This letter indicated that prior comments had been adequately addressed.

Response to Comments: **Environmental Protection Agency** (June 13, 2000): Draft Final Supplemental Finding of Suitability to Lease for Group 4 Facilities.

This letter indicated that prior comments had been adequately addressed.

Response to Comments: **CAL-DTSC** (e-mail rec'd. June 26, 2000): Draft Final Supplemental Finding of Suitability to Lease for Group 1 Facilities.

This letter indicated that prior comments had been adequately addressed.

Members of Team McClellan,

You may have read in the newspaper or seen on television recent news regarding the discovery of plutonium in a known radiological site at McClellan Air Force Base. I want to provide you with the current information about the recent events, to inform you of the processes we have in place and the steps we have taken to ensure the health and safety of the people here at McClellan and within the local community. On behalf of the Air Force, we are committed to safely cleaning up McClellan's contaminated sites, complying with all Federal and State regulations, and providing the necessary measures to protect our workforce, community, and the environment.

Recent news coverage has focused on the discovery of plutonium at Confirmed Site 10 (CS 10) on the undeveloped western side of the base. It was not a surprise to find radiation at CS 10. Because of past depot maintenance practices here which involved radioactive materials including primarily radium, we expected to find that material at this site. Prior to digging we implemented all necessary safety measures and had the regulatory approvals required to work at this site. However, discovering plutonium was unexpected since none of the existing records or prior investigative interviews showed it was used on base. The presence of radiation at CS 10 was identified in 1994 during an initial investigation of unearthed barrels displaying radiation markers. That find necessitated further investigation of the landfill. Since the radiation was from radium, which was buried below ground, and was therefore shielded, the site posed no immediate hazard. The current investigative work was therefore integrated into the environmental planning process and was prioritized for completion at a later date. The most recent work at CS 10 began on Aug. 15, 2000. After establishing the required safety protocols, such as worker protective equipment, dust suppression, and air sampling, the plan was to remove contaminated surface soil and to do exploratory investigative work within the site. During the site investigation, 110 metal drums were unearthed, most of which contained laboratory glassware and lab equipment with no detected radioactivity. Some radium sources and soil contaminated with radium were also found. On Sept. 6, an environmental contractor unearthed a small metal drum, approximately 20 gallons in size, which contained four vials and three jars (laboratory glassware) labeled "Pu," the symbol for plutonium. Inside the jars and vials was a total of less than a quart of liquid that

we suspected contained a small quantity of dissolved plutonium. Since we were unable to confirm the specific contents of the material at that time, the excavation work at the site was immediately halted. The appropriate regulatory and Air Force agencies were notified, and we issued our first public news release highlighting our unexpected find. As a precaution, all the containers with the suspected plutonium liquid and radium sources were carefully secured in protective containers and placed inside a locked storage shed surrounded by a locked fence on the site. Also, the radium-contaminated soil was placed inside bins within the fence. As an added measure due to the plutonium, we established 24-hour site security.

---

Radium, a natural substance, and plutonium, a man made substance, are both radioactive materials and are potentially dangerous if handled improperly. Radiation exposure varies by the quantity of the material, distance from the source, duration of the exposure, and the degree of shielding in place. At CS 10 the radium and plutonium containers were securely locked in a small shed which provided for both adequate distance and shielding for those working at the site and anyone outside of the surrounding fence.

In this case, the primary threat of exposure is through inhalation or ingestion, which was minimized through proper handling and extensive safety precautions. A team of radiation experts from the Air Force Institute of Environmental, Safety, and Occupational Health Risk Analysis (AFIERA), located at Brooks AFB, Texas, was brought in to investigate the liquid and take samples. The samples were then sent to Duke Engineering and Services Environmental Laboratory in Massachusetts, which has extensive experience in analyzing radioactive material. The test results we received October 12 confirmed the liquid contained plutonium. From the laboratory results it was calculated that the liquid in the three bottles and four vials contained a total of 160 milligrams of plutonium (less than a quarter teaspoon). The chemical form of the material suggests that it was used in a laboratory environment most likely as a calibration standard or reference source. On October 16 a licensed contractor packaged and shipped the plutonium jars and vials to the Massachusetts Institute of Technology (MIT) where the material will be used for academic research. All applicable Nuclear Regulatory Commission and Department of Transportation regulations were followed and there was no health risk to the public during transit.

As an added precaution, radiation scanning of the soil outside of CS 10 and sampling of groundwater from monitoring wells surrounding the site

were conducted. Furthermore, air sampling at the site continues. These tests have not detected plutonium or radium, nor have they detected radiation levels above naturally occurring background levels. In summary, CS 10 does not pose a health or safety threat to the people on McClellan AFB or the local community. We have taken, and will continue to take all appropriate actions necessary to ensure that CS 10 does not pose a threat in the future as the Air Force continues the environmental cleanup of McClellan AFB. Currently, Environmental Management is working with federal and state regulatory agencies and consulting with independent experts in the field to prepare plans on how to proceed with further site investigations at CS 10 and other radiological sites at McClellan.

However, a date for resumption of work has not yet been set. Additional funding will be required to meet the estimated \$38.4 million needed to complete the site investigations and remediation. We are also expanding our radiological work to re-check other past disposal sites to determine if a similar CS 10 finding is present and take the appropriate actions as necessary.

The Air Force and regulatory environmental team at McClellan is one of the best. I will continue to interact with this team to monitor the progress on the cleanup of CS 10. After the base closes the Air Force Base Conversion Agency (AFBCA) will assume the helm. I have been in contact with the AFBCA leadership and they also share the same objectives. I want to assure you that the Air Force is committed to protecting your health and all our cleanup actions are being conducted in a safe and appropriate manner.

CHARLES A. COTTER JR., COLONEL, USAF  
Associate Center Director & Installation  
Commander

CITY  
AGREEMENT NO. 2006-1088



# NEWS RELEASE

REC'D  
OCT 16  
1960

UNITED STATES AIR FORCE

Sacramento Air Logistics Center  
Public Affairs Office  
3237 Peacekeeper Way, Suite 5  
McClellan AFB, CA 95652-1048  
(916) 643-5527/(916) 643-2751

FOR IMMEDIATE RELEASE  
13 October 2000  
News Release #: 00-10-02

## CONFIRMED SITE 10 RESULTS

MCCLELLAN AIR FORCE BASE, Calif. — Base officials today released the results of tests conducted on samples of fluid contained in several small jars and vials labeled plutonium which were found Sept. 6 at a known radiological site on McClellan Air Force Base. The test results confirmed that the solution contained plutonium.

Duke Engineering in Massachusetts, recognized as experts in their field for this type of testing and used by both government agencies and private industry, conducted the testing.

The estimated total quantity of plutonium in the solution within all seven containers is 1.60 milligrams. [One gram is equivalent to 1,000 milligrams.] The chemical form of the material suggests that it was used in a laboratory environment and was most likely used as calibration standard or reference source.

Air Force officials are arranging with a licensed contractor to ship the radioactive material to a licensed research facility at the Massachusetts Institute of Technology. The material will be used for academic research. Arrangements for shipment are being made at this time. The material will be shipped in accordance with all applicable Department of Transportation regulations and there is no public health

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risk associated with moving it. This effort is being coordinated with State and Federal environmental regulatory agencies.

Air Force officials are preparing a plan on how to proceed with further site investigations at CS 10 and have not set a date for resumption of the site investigation. The initial cost estimate for investigation and complete cleanup of the site is \$38.4 million.

In addition to standard safety precautions that were already in place [such as air sampling and fencing of the site boundaries] after the material was discovered the Air Force continued to monitor air, test the soil and sampled the groundwater at five monitoring wells surrounding CS 10. The air samples indicated no readings above normal background levels. Surface soil tests outside the fence did not indicate any runoff of plutonium or radium from the site. Groundwater sampling detected no plutonium or radium. Physical security is being maintained at the site 24 hours a day as an additional precautionary measure.

The current work at CS 10 was to investigate and characterize the site. CS 10 was used as a landfill on the base from about 1950 to mid 1960s. The site is approximately a two-acre, 30-foot deep landfill on the undeveloped central western side of the base. The site has been fenced off since the mid 1990s. The known radiological material at the site was radium and site workers had already established protocols to safely explore for radioactive material. Radium was added to paint during the 1950s and 1960s to illuminate dials on aircraft.

The CS-10 project is part of the Air Force's environmental restoration efforts at McClellan.



DEPARTMENT OF THE AIR FORCE  
AIR FORCE INSTITUTE FOR ENVIRONMENT, SAFETY, AND  
OCCUPATIONAL HEALTH RISK ANALYSIS (AFMCO)  
BROOKS AIR FORCE BASE, TEXAS

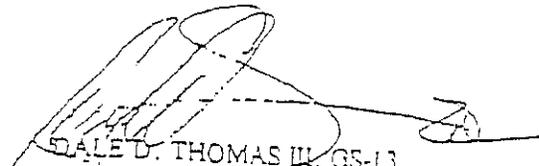
12 October 2000

MEMORANDUM FOR SMALC/EMP  
5050 Dudley Blvd  
McClellan AFB CA 95652  
Attention: Mr. David Green

FROM: IERA/SDRR  
2402 E Drive  
Brooks AFB TX 78235-5114

SUBJECT: Analytical Results From Samples in Burial Site CS-10 and Transfer Risk Implications

1. Sample results were completed from the 10 mL aliquots collected from the Jar Labeled 54 at the CS-10 burial site. Results of these analyses are located in the attachment. As suspected, the sample demonstrated concentrations of plutonium isotopes.
2. Analytical results confirm that the material found in burial site CS-10 meets the criteria of *Special Nuclear Material* (SNM), as defined in Title 10, Code of Federal Regulations, Part 20. It is not possible to determine the origin of, or the purpose for which the SNM was used. However, the chemical form of the material suggests that it was used in a laboratory environment and was most likely used as calibration standard or reference source.
3. The quantities of SNM in its current physical form, container(s), and chemical composition do not represent significant risk to workers involved in the CS-10 burial site remediation or the general population working on McClellan AFB and the surrounding local areas. The quantity of SNM alone (nominally 160 milligrams) is insufficient for any application involving a self-sustaining nuclear reaction. (Criticality must be considered when a total mass of 300 grams of Pu-239 are handled - CRC Handbook of Chemistry and Physics).
4. Currently, AFIERA/SDR and the AFRMWO plan to transfer the material to the Massachusetts Institute of Technology for use in graduate programs involving new radioactive waste disposal technologies and radiochemistry techniques. The physical transfer of the material will be done in accordance with Department of Transportation Standards for shipments of radioactive materials. An appropriately licensed contractor arranged and supervised by AFRMO will accomplish the shipment.
5. If you have any questions, I can be reached at DSN 240-5816, commercial (210) 536-5816, or via email [dale.thomas@brooks.af.mil](mailto:dale.thomas@brooks.af.mil).

  
DALE D. THOMAS III, GS-13  
Health Physicist  
Acting Chief, Radiation Surveillance Division

Attachment:  
Analytical Results

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**EXHIBIT G**  
**ENVIRONMENTAL DISCLOSURE**

The disclosure materials attached hereto are contained in Section 10, 11, 12, 13 and 15.5 of the "**EDC Agreement**" referenced in the Lease. Such reference to such Sections is not intended, in any manner, to limit the information and additional disclosures set forth in the "**McClellan Use Documentation**" referenced in the Lease. The information referenced in Section 15.5 of the EDC Agreement contained in Exhibit F thereto is available upon request to Landlord, and such information is within the definition of McClellan Use Documentation. In addition to the foregoing, Landlord makes the following disclosures, if any, attached to this Exhibit G.

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AGREEMENT NO. 2006-1088

**EXHIBIT H  
ASBESTOS NOTIFICATION**

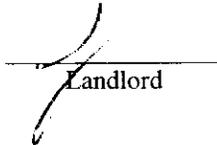
The premises you are leasing, in Building 732-A1, located at 4843 Kilzer Avenue, and Building 632, located at 4835 Forcum Avenue, McClellan, California 95652, was constructed prior to 1980. According to a June 1996 asbestos survey (attached hereto) (no representation regarding the accuracy of such information is made), performed on behalf of the United States Air Force, building materials in the building you occupy contain asbestos at levels above non-detect criteria. This survey identifies the areas, and the building materials in those areas, containing such asbestos. Additional asbestos surveys (if any), conducted by or for Landlord, are also attached.

Attached is a pamphlet provided by the State Compensation Insurance Fund on the general procedures and handling restrictions necessary to minimize the release, disturbance, or exposure to the asbestos located in your building. **MOVING, DRILLING, BORING, OR OTHERWISE DISTURBING THE ASBESTOS CONTAINING MATERIALS MAY PRESENT A HEALTH RISK, AND SHOULD NOT BE HANDLED BY ANY EMPLOYEE NOT QUALIFIED TO HANDLE ASBESTOS CONTAINING MATERIAL.**

Furthermore, as required by your lease documentation, prior to making any alterations to the premises, you must notify the Landlord of the proposed alterations and gain approval prior to commencement. The approval process may include requirements concerning removal/abatement of known asbestos containing materials; provided that compliance with applicable law remains the Tenant's responsibility.

Renovations, remodeling, demolition, or any other alterations to the premises may release asbestos fibers into the air. As a result, among other applicable requirements, the Federal Clean Air Act and its regulations, and local air quality district Rule 902, require notification to the Sacramento Air Quality Management District (SMAQMD) of any renovation, remodeling, demolition or alteration at least ten (10) business days prior to initiation of any given project. The notification package requires, among other things, submittal of a pre-project asbestos survey and a work plan.

Finally, any asbestos containing material removed from your Premises during any renovation, remodeling, demolition or alteration project must be signed by an authorized representative of the Landlord.

  
\_\_\_\_\_  
Landlord

  
\_\_\_\_\_  
Tenant

CITY  
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## McClellan Air Force Base Basewide Asbestos Survey

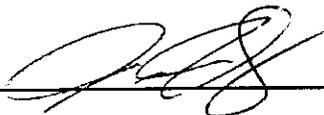
### Final Data Quality Assurance Checklist

**Building Number: 732**

	Validated	Not Applicable
<b>Data Input</b>		
Homogeneous Areas Sampled	_____	_____ ✓
Field Data Entered	_____ ✓	_____
Lab Results Received, Entered	_____	_____ ✓
Positive Results Photographs Scanned	_____	_____ ✓
Building Maps Validated, Scanned	_____ ✓	_____
 <b>Data Output</b>		
Building Summary	_____ ✓	_____
Homogeneous Area Log	_____ ✓	_____
Room Logs	_____ ✓	_____
Sample Log	_____ ✓	_____
D, E, F Report	_____ ✓	_____
Air Sampling Results	_____	_____ ✓
No Asbestos Present Verification	_____ ✓	_____

*Comments:* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Building Data Package Complete:

  
 \_\_\_\_\_  
 John Seabury, Project Manager

CITY  
 AGREEMENT NO. 2006-1088

## HOMOGENEOUS AREA LOG

<b>Building No.</b> 732	<b>Priority</b> 2	<b>Survey Date</b> 03/06/95	<b>Date Last Edited</b> 01/08/96	<input checked="" type="checkbox"/> <b>Completed</b>
----------------------------	----------------------	--------------------------------	-------------------------------------	--

<b>Building Name</b> MAINT DOCK, M/A	<b>Completed by</b> MARK RALPH & ROBERT CHERRY
---	---

<b>Real Property Building Manager</b> GREYBEL, DOUG	<b>RPBM Phone No.</b> (916) 643-6883	<b>RPBM Symbol</b> SM-ALC/LA
--	---	---------------------------------

**Comments**  
NO ACBM'S IDENTIFIED INSIDE THIS BUILDING. THEREFORE, NO SAMPLES WERE TAKEN.

Material Types		
SAC Acoustic Spray (Sound Proofing)	MACT Acoustic Ceiling Tile	MJCO Joint Compounds
SFP Surface-applied Fire Proofing	MVAT Vinyl Asbestos Floor Tile	MSRK Sheetrock
	MFTA Floor Tile Adhesive	MPLA Wall Plaster
TEL Pipe Elbows	MACP Asbestos Cement Insulation Panels	MTEX Texture Compound
TLG Pipe Lagging	MMAS Other Mastics	MCAU Caulking
TAC Other Thermal Wrap (e.g., Air Cell)	MSFE Sheet Vinyl Linoleum Felt	OTHR Other

Homogeneous Area Number	Material Type	Description
99	OTHR	NO SUSPECT ACBM'S

**SAMPLE LOG**

<b>Building No.</b> 732	<b>Survey Date</b> 03/06/95	<b>Date Last Edited</b> 01/08/96	<b>Preparer's Signature</b>
<b>Allocated Samples</b> 8	<b>Previous</b> 0	<b>Additional</b> 8	<b>Receiver's Signature</b>

<b>Additional Samples Needed</b> Justification NO SAMPLES TAKEN. NO ACBM'S	<b>Laboratory Name 1</b> PRECISION MICRO ANALYSIS <b>Laboratory Name 2</b> FORENSIC ANALYTICAL
<b>Laboratory Address 1</b> 5685-A POWER INN RD. SACRAMENTO, CA 95824	<b>Laboratory Address 2</b> 26010 EDEN LANDING ROAD HAYWARD, CA 94545

Sample Number	Room Number	Area Number	Location	Fireplan	Photo Roll #	Photo Shot #	Date Taken	Time Taken	Sampled by	Comments	Asb. Content	Asbestos Description
732-999	1	99	NO SAMPLES TAKEN	LD732A.BM			/ /					

## HOMOGENEOUS AREAS/ROOM SCORES REPORT

Building Number	Room Number	Area Number	Friability	Asbestos Content	Damage Score	Exposure Score	Revised Ranking
732	1	99	0	**	2	4	11.02

Note: \*\* = Some or all laboratory data not yet merged with database.  
# = Evaluate for air sampling.

05/30/96

CITY  
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Page 1

**McClellan Air Force Base  
Basewide Asbestos Survey**

**Final Data Quality Assurance Checklist**

**Building Number: 632**

	<b>Validated</b>	<b>Not Applicable</b>
<b>Data Input</b>		
Homogeneous Areas Sampled	✓	
Field Data Entered	✓	
Lab Results Received, Entered	✓	
Positive Results Photographs Scanned		✓
Building Maps Validated, Scanned	✓	
<b>Data Output</b>		
Building Summary	✓	
Homogeneous Area Log	✓	
Room Logs	✓	
Sample Log	✓	
D, E, F Report	✓	
Air Sampling Results		✓
No Asbestos Present Verification	✓	

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Building Data Package Complete:



John Seabury, Project Manager

**CITY**  
**AGREEMENT NO. 2006-1088**

## HOMOGENEOUS AREA LOG

<b>Building No.</b> 632	<b>Priority</b> 3	<b>Survey Date</b> 08/29/95	<b>Date Last Edited</b> 05/22/96	<input checked="" type="checkbox"/> <b>Completed</b>
----------------------------	----------------------	--------------------------------	-------------------------------------	--

<b>Building Name</b> SHP ACFT GEN PURP	<b>Completed by</b> ARNIE YUEN & MIKE DUBOST
---	---

<b>Real Property Building Manager</b> GREYBEL, DOUG	<b>RPBM Phone No.</b> (916) 643-6107	<b>RPBM Symbol</b> SM-ALC/LA
--	---	---------------------------------

**Comments**  
(\* ) HA #8 WAS NOT SAMPLED.

Material Types		
SAC Acoustic Spray (Sound Proofing)	MACT Acoustic Ceiling Tile	MJCO Joint Compounds
SFP Surface-applied Fire Proofing	MVAT Vinyl Asbestos Floor Tile	MSRK Sheetrock
TEL Pipe Elbows	MFTA Floor Tile Adhesive	MPLA Wall Plaster
TLG Pipe Lagging	MACP Asbestos Cement Insulation Panels	MTEX Texture Compound
TAC Other Thermal Wrap (e.g., Air Cell)	MMAS Other Mastics	MCAU Caulking
	MSFE Sheet Vinyl Linoleum Felt	OTHR Other

Homogeneous Area Number	Material Type	Description
1	MSRK	SHEETROCK/JOINT COMP/TEXTURE ON CEILING
2	MSRK	SHEETROCK/JOINT COMP/TEXTURE ON WALLS
3	MMAS	MASTIC BEHIND BASEBOARD (BROWN)
5	MACT	2 X 4 FISSURED -WHITE
6	MVAT	12 X 12 TAN W/BROWN & WHITE STREAKS
7	MFTA	MASTIC BEHIND HA 6
8	OTHR	3 HR FIRE DOOR (*)
10	MMAS	CREAM MASTIC BEHIND BASEBOARD

# ROOM LOG

Building No. 632	Room No. 2	Survey Date 05/19/95	Date Last Edited / /
---------------------	---------------	-------------------------	-------------------------

Completed by **ARNIE YUEN & MIKE DUBOST**

Completed

Occupant Type <input checked="" type="radio"/> Adult <input type="radio"/> School Age <input type="radio"/> Toddler <input type="radio"/> Infant	Occupant Category <input checked="" type="radio"/> Government <input type="radio"/> Public <input type="radio"/> Mix
No. of Occupants <b>6</b>	

Area Number	Extent (FT)	Extent (SQ FT)	Extent (EA)	Physical	Water	Proximity to Items	Contact Potential	Friability	Walls	Ventilation	Air Motion	Activity	Floor	Barriers	Remediation	Comments
2	0	1673		0	0	0	2	1	1	1	2	0	1	4	MIP	
5	0	1277		0	0	0	2	1	1	1	2	0	1	4	MIP	
6	0	1277		0	0	0	2	0	1	1	2	0	1	4	MIP	
7	0	1277		0	0	0	2	0	1	1	2	0	1	4	MIP	
8	0	21		0	0	0	2	1	1	1	2	0	1	2	MIP	
10	0	55		0	0	0	2	0	1	1	2	0	1	4	MIP	

# ROOM LOG

Building No. 632

Room No. 4

Survey Date 05/19/95

Date Last Edited / /

Completed by  
ARNIE YUEN & MIKE DUBOST

Completed

Occupant Type  
 Adult  
 School Age  
 Toddler  
 Infant

Occupant Category  
 Government  
 Public  
 Mix

No. of Occupants  
3

Area Number	Extent (FT)	Extent (SQ FT)	Extent (EA)	Physical	Water	Proximity to Items	Contact Potential	Fiability	Walls	Ventilation	Air Motion	Activity	Floor	Barriers	Remediation	Comments
1	0	124		0	0	0	2	1	1	1	2	0	1	4	MIP	
8	0	21		0	0	0	2	1	1	1	2	0	1	2	MIP	

## ROOM LOG

Building No. 632	Room No. 6	Survey Date 05/19/95	Date Last Edited / /
---------------------	---------------	-------------------------	-------------------------

Completed by  
**ARNIE YUEN & MIKE DUBOST**

<b>Occupant Type</b> <input checked="" type="radio"/> Adult <input type="radio"/> School Age <input type="radio"/> Toddler <input type="radio"/> Infant	<b>Occupant Category</b> <input checked="" type="radio"/> Government <input type="radio"/> Public <input type="radio"/> Mix
---	--

Area Number	Extent (FT)	Extent (SQ FT)	Extent (EA)	Physical	Water	Proximity to Items	Contact Potential	Friability	Walls	Ventilation	Air Motion	Activity	Floor	Barriers	Remediation	Comments
1	0	90		0	0	0	2	1	1	1	2	0	1	4	MIP	
8	0	21		0	0	0	2	1	1	1	2	0	1	2	MIP	

**No. of Occupants**  
1

Completed

# SAMPLE LOG

Building No. 632	Survey Date 08/29/95	Date Last Edited 05/22/96	
Allocated Samples 2	Previous 4	Additional 0	Preparer's Signature
Total			Receiver's Signature

Additional Samples Needed Justification 30	Laboratory Name 1 PRECISION MICRO ANALYSIS
TO COMPLY WITH AHERA PROTOCOL.	Laboratory Name 2 FORENSIC ANALYTICAL
	Laboratory Address 1 5685-A POWER INN RD. SACRAMENTO, CA 95824
	Laboratory Address 2 26010 EDEN LANDING ROAD, HAYWARD, CA 94545

Sample Number	Room Number	Area Number	Location	Fireplan	Photo Roll #	Photo Shot #	Date Taken	Time Taken	Sampled by	Comments	Asb. Content	Asbestos Description
632-01	1	2	NE CORNER	LD632A.BM	1-632	1	08/29/95	09:35	DS/CF		NONE	OFF-WHITE SHEETROCK WITH JOINT COMPOUND
632-02	2	2	SE CORNER	LD632A.BM	1-632	2	08/29/95	09:36	DS/CF		NONE	OFF-WHITE SHEETROCK WITH JOINT COMPOUND
632-03	2	2	N WALL	LD632A.BM	1-632	3	08/29/95	09:37	DS/CF		NONE	OFF-WHITE SHEETROCK WITH JOINT COMPOUND
632-04	3	2	SW CORNER	LD632A.BM	1-632	4	08/29/95	09:38	DS/CF		NONE	OFF-WHITE SHEETROCK WITH JOINT COMPOUND
632-05A	5	2	NE CORNER	LD632A.BM	1-632	5	08/29/95	09:39	DS/CF		NONE	OFF-WHITE SHEETROCK WITH JOINT COMPOUND
632-05B	5	2	NE CORNER	LD632A.BM	1-632	5	08/29/95	09:39	DS/CF		None	Off-white sheetrock and joint compound
632-06	5	1	SW CORNER	LD632A.BM	1-632	6	08/29/95	09:41	DS/CF		NONE	OFF-WHITE SHEETROCK WITH JOINT COMPOUND
632-07	4	1	SE CORNER	LD632A.BM	1-632	7	08/29/95	09:42	DS/CF		NONE	OFF-WHITE SHEETROCK WITH JOINT COMPOUND

# SAMPLE LOG

Building No. 632	Survey Date 08/29/95	Date Last Edited 05/22/96	
Preparer's Signature	Receiver's Signature		
Allocated Samples Total	Previous 2	Additional 0	4 0

Additional Samples Needed Justification 30	Laboratory Name 1 PRECISION MICRO ANALYSIS
TO COMPLY WITH AHERA PROTOCOL.	Laboratory Name 2 FORENSIC ANALYTICAL
	Laboratory Address 1 5685-A POWER INN RD. SACRAMENTO, CA 95824

Laboratory Name 2 FORENSIC ANALYTICAL	Laboratory Address 2 26010 EDEN LANDING ROAD, HAYWARD, CA 94545
--	--

Sample Number	Room Number	Area Number	Location	Fireplan	Photo Roll #	Photo Shot #	Date Taken	Time Taken	Sampled by	Comments	Asb. Content	Asbestos Description
632-16	2	7	@ N WALL	LD632A.BM 2-632	5		08/29/95	09:51	DS/CF		NONE	TAN TILE WITH YELLOW MASTIC
632-17	2	6	@ S WALL	LD632A.BM 2-632	6		08/29/95	09:52	DS/CF		NONE	TAN TILE WITH A TRACE OF YELLOW MASTIC
632-18	2	7	@ S WALL	LD632A.BM 2-632	6		08/29/95	09:52	DS/CF		N/A	NOT ANALYZED
632-19A	2	6	E WALL @ DOOR	LD632A.BM 2-632	7		08/29/95	09:53	DS/CF		NONE	TAN TILE WITH CLEAR MASTIC
632-19B	2	6	E WALL @ DOOR	LD632A.BM 2-632	7		08/29/95	09:53	DS/CF		None	Grey floor tile
632-20A	2	7	E WALL @ DOOR	LD632A.BM 2-632	7		08/29/95	09:53	DS/CF		NONE	TAN TILE WITH CLEAR MASTIC
632-20B	2	7	E WALL @ DOOR	LD632A.BM 2-632	7		08/29/95	09:53	DS/CF		None	Grey mastic
632-21	2	10	ADJ TO E WALL	LD632A.BM 2-632	8		08/29/95	09:55	DS/CF		NONE	BLACK BASEBOARD WITH OFF-WHITE MASTIC
632-22	2	10	N WALL	LD632A.BM 2-632	9		08/29/95	09:56	DS/CF		NONE	OFF-WHITE MASTIC
632-23A	2	10	NE PARTITION WALL	LD632A.BM 2-632	10		08/29/95	09:57	DS/CF		NONE	OFF-WHITE MASTIC
632-23B	2	10	NE PARTITION WALL	LD632A.BM 2-632	10		08/29/95	09:57	DS/CF		None	Yellow mastic
632-24	2	7	CENTER OF NE WALL	LD632A.BM F	9		04/05/96	09:44	MD		NONE	TAN TILE WITH YELLOW MASTIC

## HOMOGENEOUS AREAS/ROOM SCORES REPORT

Building Number	Room Number	Area Number	Friability	Asbestos Content	Damage Score	Exposure Score	Revised Ranking
632	1	1	1	0	4	13	9.16
632	1	2	1	0	4	14	8.99
632	1	3	0	0	3	11	9.67
632	2	2	1	0	4	14	8.99
632	2	5	1	0	6	14	8.65
632	2	6	0	0	3	13	9.33
632	2	7	0	0	3	13	9.33
632	2	8	1	**	4	10	9.67
632	2	10	0	0	3	11	9.67
632	3	1	1	0	4	12	9.33
632	3	2	1	0	4	13	9.16
632	3	8	1	**	4	10	9.67
632	4	1	1	0	4	13	9.16
632	4	8	1	**	4	10	9.67
632	5	1	1	0	4	12	9.33
632	5	2	1	0	4	13	9.16
632	5	8	1	**	4	10	9.67
632	6	1	1	0	4	12	9.33
632	6	8	1	**	4	10	9.67
632	900	1	1	0	4	13	9.16
632	900	2	1	0	4	14	8.99
632	900	8	1	**	4	11	9.50
632	900	10	0	0	3	11	9.67

Note:   \*\* = Some or all laboratory data not yet merged with database.  
           # = Evaluate for air sampling.

05/22/96

CITY  
 AGREEMENT NO. 2006-1088      Page 1

**EXHIBIT I**  
**[Intentionally Deleted]**

**EXHIBIT J**  
**RULES AND REGULATIONS**

1. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally. No tenant shall invite to the Premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment by other tenants.

2. With regard to multi-tenant buildings with common entrances, Landlord reserves the right to close and keep locked all entrance and exit doors of the Building outside of normal business hours as Landlord may deem to be advisable for the protection of the property; and all tenants, their employees, or other persons entering or leaving the Building at any time when it is so locked may be required to sign the Building register when so doing, and the watchman in charge may refuse to admit to the Building while it is so locked Tenant or any of Tenant's employees, or any other person, without a pass previously arranged, or other satisfactory identification showing his right of access to the Building at such time. Landlord assumes no responsibility and shall not be liable for any damage resulting from any error in regard to any such pass or identification, or from the admission of any unauthorized person to the Building.

3. Landlord reserves the right to exclude or expel from the Building any unauthorized person to the Building, or any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building or in violation of any law, order, ordinance, or governmental regulation.

4. The entries, corridors and stairways shall not be obstructed by any tenant, or used for any other purpose than ingress or egress.

5. Freight, furniture, business equipment, merchandise and bulky matter of any description ordinarily shall be delivered to and removed from the demised Premises only through the service entrances and corridors, but special arrangements will be made for moving large quantities or heavy items of equipment and supplies into or out of the Building.

6. No person shall use the Premises as a residence and/or overnight stay facility.

7. All entrance doors in the Premises shall be left locked when the Premises are not in use.

8. Tenant shall not attach or permit to be attached additional locks or similar devices to any door, transom or window of the Premises; change existing locks or the mechanism thereof; or make or permit to be made any keys for any door thereof other than those provided by Landlord. (If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant).

9. Canvassing, soliciting or peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.

10. The drinking fountains, lavatories, water closets and urinals shall not be used for any purpose other than those for which they were installed.

11. No awnings or other projections over or around the windows or entrances of the Premises shall be installed by any tenant.

12. Landlord is not responsible to any tenant for the non-observance or violation of the Rules and Regulations by any other tenant.

13. Landlord reserves the right by written notice to Tenant, to rescind, alter to waive any rule or regulation at any time prescribed for the Building when, in Landlord's reasonable judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.

14. The Tenant shall never use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence without the Landlord's consent.

15. The Tenant shall cooperate fully with the Landlord to assure the effective operation of the Building's mechanical systems. If Tenant shall so use the Premises that noxious or objectionable fumes, vapors and odors exist beyond the extent to which they are discharged or eliminated by means of the flues and other devices contemplated by the various plans, specifications and leases, then Tenant shall provide proper ventilating equipment for the discharge of such excess fumes, vapors and odors so that they shall not enter into the air conditioning system or be discharged into other vents or flues of the Building or annoy any of the tenants of the Building or adjacent properties. The design, location and installation of such equipment shall be subject to Landlord's approval.

16. There shall not be used or kept anywhere in the Building by any tenant or persons or firms visiting or transacting business with a tenant any hand trucks, except those equipped with rubber tires and side guards, or other vehicles of any kind.

17. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises without the prior written consent of the Landlord.

18. Tenant shall not mark, paint, drill into or in any way deface any part of the Premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct.

19. No animal or bird of any kind shall be brought into or kept in or about the Premises or the Building.

20. Landlord shall have the right to prohibit any advertising referring to the Building which, in Landlord's reasonable opinion, tends to impair the reputation of the Building.

21. If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith at Tenant's expense cause the same to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

22. Excepting bottled water utilized by Tenant, no water cooler, air conditioning unit or system or other apparatus shall be installed or used by Tenant without the written consent of Landlord.

23. Tenant shall install and maintain, at Tenant's sole cost and expense, an adequate visibly marked (at all times properly operational) fire extinguisher next to any duplicating or photocopying machine or similar heat producing equipment, which may or may not contain combustible material, in the Premises.

**EXHIBIT K**  
**McCLELLAN USE DOCUMENTATION**

1. Environmental Certificate (as defined in the Lease).
2. SSEBS (as defined in the Lease).
3. EDC Lease, and all amendments thereto (as defined in the Lease).
4. Operating Agreement (as defined in the Lease).
5. EDC Agreement (as defined in the Lease).
6. Historic Preservation Agreement (as defined in the Lease).

**RESOLUTION NO. 2006-721**

Adopted by the Sacramento City Council

October 10, 2006

**LEASE OF MCCLELLAN PARK BUILDINGS 732 A-1 AND 632  
FOR THE SACRAMENTO POLICE AIR SUPPORT UNIT**

**BACKGROUND**

- A. Since 1997, the Sacramento Police Air Support Unit has been housed with outside agencies. The Air Support Unit is currently housed with the California Department of Justice (DOJ) Air Wing at Mather Airport. Due to restrictions on the DOJ's lease, the Sacramento Police Air Support Unit can no longer be housed in their facility.
- B. The establishment of a lease for hangar and office space at McClellan Field for the Air Support Unit will provide a suitable base of operations and allow the Air Support Unit to continue to provide Airborne Law Enforcement services to the citizens of Sacramento.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL  
RESOLVES AS FOLLOWS:**

Section 1. The City Manager is authorized to execute a 36-month lease agreement with McClellan Park for buildings 632 and 732 A-1 for a total amount not to exceed \$195,000 for the duration of the lease (Fund line 101-210-2157-4231).

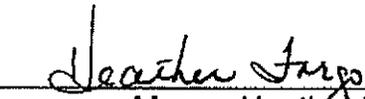
Adopted by the City of Sacramento City Council on October 10, 2006 by the following vote:

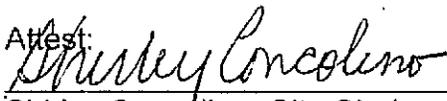
Ayes: Councilmembers, Cohn, Fong, Hammond, McCarty, Sheedy, Tretheway, Waters, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: Councilmember Pannell.

  
\_\_\_\_\_  
Mayor, Heather Fargo

Attest:  
  
\_\_\_\_\_  
Shirley Concolino, City Clerk