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## Lahontan Regional Water Quality Control Board

December 19, 2014

Phil Mook  
Senior Air Force Representative  
Air Force Real Property  
AFRPA Western Region Execution Center  
3411 Olson Street  
McClellan, CA 95652-1003

### **VIOLATION OF LAND USE CONTROLS AT SITE OT071, WHICH INCLUDES THE FORMER HOUSING AREA AT THE FORMER GEORGE AIR FORCE BASE, SAN BERNARDINO COUNTY**

California Regional Water Quality Control Board (Water Board) staff recently observed fence construction field work being done at the former George Air Force Base (GAFB) by City of Victorville (City) workers. It appears there were violations of the land use controls established for the former housing area at GAFB during this project. Specific land use controls established during the transfer of the former base property to the City protect human health from known pesticide soil contamination at the housing area were not followed, resulting in an unknown risk to site workers. We request the Air Force provide additional information to ensure that the required land use controls are followed in the future, as detailed further in this letter.

#### **Background**

The former housing units were constructed starting in 1961 and used for housing military personnel until 1992. Pesticides including dieldrin were applied beneath and around the building foundations for termite control, with application of pesticide every three to five years. Dieldrin is a toxic chlorinated pesticide that is relatively persistent and immobile, and its use in the U.S. was phased out from 1974 to 1987. Dieldrin can cause adverse health effects when present at high concentrations. Dieldrin has been linked to human health problems including Parkinson's disease and breast cancer, and damage to the immune, reproductive, and nervous systems. Dieldrin tends to bioaccumulate as it is passed along in the food chain.

Soil sampling conducted between 2002 and 2006 determined dieldrin was present in site soils. The Air Force transferred the former housing area to the City in 2007 after finalizing the Findings of Suitability to Transfer (FOST) document. Land use restrictions were established during the transfer and documented in the associated quitclaim deed.

The deed included the agreement that the new land owner (the Southern California Logistics Airport Authority of the City)...

"will not conduct, or allow others to conduct, any soil disturbing activities (e.g., construction, digging, excavating, drilling, grading, removing, trenching, filling, moving, farming/planting, or mining) without a Health and Safety Plan."

The author of the health and safety plan must have the appropriate training to develop appropriate protective measures (e.g., personal protective equipment) and training requirements (e.g., hazardous waste operation or HAZWOPER training) for site workers.

In your letter to the City dated February 4, 2005 (Enclosure 4), the Air Force described the site conditions as follows:

"The Air Force has analytical testing data indicating elevated soil contamination levels of the pesticides Aldrin and Dieldrin in the housing area. The Air Force believes that the surface and shallow subsurface soil contamination is pervasive through the housing area, particularly under house foundations. The pesticides could present a risk to human health if soils are inhaled, ingested, or contacted by skin. Any wastes generated by digging must be handled as hazardous until proven otherwise."

### **Recent Field Observations**

Water Board staff conducted a site visit on October 7, 2014. Access to the former housing area was not controlled by fencing and no warning signs appeared to be present. Moreover, the former housing area is accessible to the general public. A work crew was observed drilling fence posts along the east side of Nevada Avenue at the edge of the former housing area. The 2-man crew was using a Bobcat-mounted auger to drill holes into the soil along the street and removing soil from the augers by hand without gloves or any other visible personal protective equipment (Enclosure 2). Water Board staff asked the work crew if they had a health and safety plan. The crew was not able to provide a health and safety plan, but did provide their paperwork from Harris Steel Fence Co., Inc. from San Pedro. The paperwork showed a City of Victorville contact name and number: Mr. Rick Falzone at 760-686-0253. Water Board staff called that contact and requested a copy of the health and safety plan for the fence post drilling. Several work days later, Mr. Eric Ray from the City of Victorville and the Southern California Logistics Airport sent an email that indicated "This project was completed without a Health and Safety Plan as it was deemed unnecessary" (Enclosure 3). The letter went on to state the reasons why a health and safety plan was not considered necessary; however, it did not include information on how the restrictions in the deed were complied with. Recent soil sampling between the housing area and Nevada Avenue has not been conducted to determine whether dieldrin is present in the area of the fence post drilling. The concentrations remaining in the shallow soil at the former housing area site were documented in 2006, when concentrations well above health-based screening levels were found.

Also observed during the October 7, 2014, site visit was a paint ball recreation area and stockpiled soils with building debris. Paint ball games are not addressed directly in the deed, but may lead to human exposure to dieldrin contained in soil through inhalation of dust, dermal contact, or incidental ingestion. The soil piles may be from the housing demolition noted by Mr. Mook in the 2005 letter or may be from post-transfer soil disturbances that would require a health and safety plan according to the deed.

The violation in land use controls observed at the former housing area is significant beyond the specific fence post drilling incident. Land use controls are being selected by the Air Force as a key element of final remedies for other sites located at the former George AFB and other bases. It is imperative that the Air Force demonstrate that approved land use controls are reliably implemented, even after properties are transferred. The ability of regulatory agencies to approve of land use controls as an integral component of final remedies will be limited if land use controls prove ineffective after properties are transferred.

### **Concern Regarding Schools**

Another concern related to dieldrin soil contamination is the presence of schools located adjacent to the former housing area; namely, the former George AFB Elementary School and George Junior High (Middle) School. These schools were apparently built during the same time period as the housing units and similar construction procedures may have been followed, including the possible application of pesticides for termite control. These schools were transferred to the Adelanto Unified School District in 1994. The former elementary school is now operated as an adult educational facility called Taylion High Desert Academy. The former middle school is now leased by Adelanto Unified School District to Excelsior Charter School (grades 7-12). Apparently, the soils at these schools have not been tested for dieldrin.

### **Information Needed**

The Water Board hereby requests the following information from the Air Force to control current and future risks to human health and the environment from the known presence of dieldrin in soil at Site OT071, which includes the former housing unit.

1. Summarize the current process being followed to ensure the City implements the land use controls required in the deed for Site OT071. The Water Board requests this summary by February 2, 2015.
2. Provide a report to explain how all the existing land use restrictions at the former air force base are being implemented and their effectiveness. This report should include a thorough evaluation of land uses, including past, present, and likely future land uses. The Water Board requests this land use control report by March 9, 2015.
3. Describe the measures that will be taken by the Air Force to address the violation of the land use controls by the City. Please include all steps the Air Force intends to take to address the violation and prevent future land use control violations. The Water Board requests this description by February 2, 2015.
4. Summarize whatever soil characterization data has been collected at the two schools located near the former housing area, provide any associated evaluation of human health risk, and clarify when the schools were built. The Water Board requests this information by February 2, 2015.

If you have any questions regarding this letter, you may contact Todd Battey at (760) 241-7340, [Todd.Battey@waterboards.ca.gov](mailto:Todd.Battey@waterboards.ca.gov), or me at (760) 241-7325 [Mike.Plaziak@waterboards.ca.gov](mailto:Mike.Plaziak@waterboards.ca.gov).



Mike Plaziak, PG  
Supervising Engineering Geologist

- Enclosures:
- 1) Quitclaim Deed
  - 2) Photograph of drilling along Nevada Avenue
  - 3) Email dated November 4, 2014, from Eric Ray (City of Victorville) to Todd Battey (Water Board)
  - 4) Letter dated February 4, 2005, from Phil Mook to Jon Roberts

cc: Dan Medina, USAF, AFCEC/CZRW, Western Region Branch Chief  
Don Gronstal, USAF, BRAC Environmental Coordinator  
Michael Kelly, AF Attorney

cc w/o encl:

- Mary Aycock, USEPA, Region IX
- Eric Esler, USEPA Attorney
- Calvin Cox, CNCS
- Keith Metzler, City of Victorville, SCLA
- Eric Ray, City of Victorville, SCLA
- Steve Ashton, City of Victorville, Public Works
- Tom Thornton, City of Adelanto, City Engineer
- Logan Olds, VVWRA
- Andre De Bortnosky, City of Victorville Attorney
- Gloria Garcia, Mayor, City of Victorville
- Kim Niemeyer, Water Board Attorney
- Elena Burnett, Adelanto Elementary School District
- Brett Jurgensen, Federal Bureau of Prisons
- lyman Shiblak, Cal OSHA, Manager
- Steve Hunt, Victorville Daily Press Editor

PLEASE COMPLETE THIS INFORMATION

Recorded In Official Records, County of San Bernardino

10/01/2007

RECORDING REQUESTED BY:



**LARRY WALKER**  
Auditor/Controller - Recorder

11:53 AM  
BN

SOUTHERN CALIFORNIA  
LOGISTICS AIRPORT AUTHORITY

P Counter

AND WHEN RECORDED MAIL TO:  
SCLA;c/o VICTORVILLE CITY CLERK  
P.O. Box 5001  
Victorville, CA 92393-bUUL

Doc# 2007-0557487



<b>Titles:</b>	<b>1</b>	<b>Pages:</b>	<b>17</b>
Fees		e.ee	
Taxes		0.00	
Other		i.ee	
PAID		\$1.00	

SPACE ABOVE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-A, J-5, J-6, J-7  
CENTRAL AND SOUTHEASTERN PORTION OF D-5

Title of Document

**THIS AREA FOR  
RECORDER'S  
USE ONLY**

EXEMPT FROM DOCUMENTARY TRANSFER TAX

**THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)**

Recording Requested by.  
and when recorded mail to:

Southern California Logistics Airport Authority  
18374 Phantom Street  
Victorville, CA 92394

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

Mail Tax Statements to:

Southern California Logistics Airport Authority  
18374 Phantom Street  
Victorville, CA 92394

QUITCLAIM DEED.

CERCLA 120(h) NOTICES. COVENANTS.

and ENVIRONMENTAL RESTRICTIONS

PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7, CENTRAL  
AND SOUTHEASTERN PORTION OF D-5

(Former George Air Force Base Non-Aviation Parcels)

I. PARTIES

THIS DEED is made and entered into this 28 day of September 2007, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Authorization Amendments and Base Closure and Realignment Act of 1988, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and the Southern California Logistics Airport Authority (the "Grantee"), a joint-powers authority under the laws of the State of California. (When used in this Quitclaim Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.)

PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7,  
CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

Former George AFB, CA

## II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of SEVEN HUNDRED EIGHTEEN THOUSAND SIX HUNDRED EIGHTY FIVE DOLLARS (\$718,685.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby release and forever quitclaim to the Grantee all that real property known as Parcels: D-7. D-8. D-9, F-1, G-2. J-1, J-2, J-3, J-4. J-5, J-6. J-7, Central and Southeastern Portion of D-5, consisting of approximately 730 acres of land situated in the County of San Bernardino, State of California, as described, with exceptions as noted, in Exhibit A to this Deed and graphically depicted on Exhibit B.

## III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining (which, together with the real property above described, is called the "Property" in this Deed).

## IV. EXCEPTIONS

AND EXCEPTING THEREFROM any and all monitoring wells and associated equipment (i.e., ownership is expressly retained by the Grantor), electrical distribution systems, natural gas distribution systems, telecommunication systems, potable water supply systems, sanitary sewer systems, storm drain systems, here after ("System") located within the Property.

## V. RESERVATIONS

A. RESERVING UNTO THE GRANTOR all oil, gas, and other mineral resources of any kind or nature in the mineral estate of the Property, provided, however, that such reservation is without surface right of entry or extraction rights.

B. AND FURTHER RESERVING UNTO THE GRANTOR, and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor). It is the intent of the Grantor that this reserved right of access be extended to the United States Environmental Protection Agency ("EPA") and the State of California (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors. This right of access is for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or the Federal Facility Agreement ("FAA"), if applicable:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.

PARCELS: D-7, D-8. D-9, F-1. G-2, J-1, J-2, J-3, J-4, J-5, J-6. J-7,  
CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.

3. To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.

4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenant of the Grantor in subparagraph VILA, of this Deed, but not limited to, the installation, gauging, sampling, maintenance, and decommissioning of monitoring wells, pumping wells, and treatment facilities.

5. To monitor any environmental restrictive covenants in this Deed and the effectiveness of any other land use or institutional control established by the Air Force on the Property, either by itself, by its contractor, by any public entity, including the State, or by a private entity registered in the State to monitor environmental covenants.

## VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

## **VII. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) (42 U.S.C. § 9620(h)(3))**

A. Pursuant to Section 120(h)(3)(A)(i) of CERCLA, the Grantor has made a complete search of its files and records. No hazardous substances are known to have been stored for one year or more, or to have been released or disposed of on the Property.

1. Pursuant to Section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants:

PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7.  
CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

(a) that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed; and

(b) any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed will be conducted by the United States.

This warranty will not apply in any case in which any Grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any Grantee acquired an interest in the Property. The obligation of the United States under this warranty does not include response actions required by an act or omission of the Grantee that either (1) introduces new or additional contamination, or (2) increases the cost of the required response action by improperly managing any CERCLA contamination present on the Property on the date of this Deed from the United States. For the purposes of this warranty, the phrase "remedial action found to be necessary" does not include any performance by the United States, or payment to the Grantee from the United States, for additional remedial action that is required to facilitate use of the Property for uses and activities prohibited by those environmental restrictive covenants set forth in subparagraph VII.B. below, as may be modified or released pursuant to subparagraph VII.C.

2. The United States has reserved access to the Property in subparagraph V.B. of this Deed in order to perform any remedial or corrective action as required by Section 120(h)(3)(A)(iii) of CERCLA.

## NOTICE

### **BREACH OF ANY ENVIRONMENTAL RESTRICTIVE COVENANT IN SUBPARAGRAPH VII.B. BELOW, MAY AFFECT THE FOREGOING WARRANTY**

#### B. Environmental Restrictive Covenants.

1. For purposes of the environmental restrictive covenants in this subparagraph, the term "Property" includes any part of the Property specifically described in Exhibit A to this Deed to which one or more of these environmental restrictive covenants may apply.

2. The following environmental restrictive covenants are being created to protect human health and the environment as a component of the remedial action taken in subparagraph VII.A. 1. above:

(a) Groundwater use restrictions: the Grantee covenants and agrees for itself and any of its agents, representatives, contractors, or lessees that it will not construct any well on the Property or extract/pump groundwater from beneath the Property for any purpose other than monitoring.

PARCELS: D-7. D-8. D-9. F-1. G-2. J-1, J-2. J-3, J-4, J-5. J-6. J-7,  
CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

Former George AFB. CA

(b) Grantee covenants and agrees that it will not conduct, or allow others to conduct, any surface activities that inject or allow infiltration of water/other fluids into the groundwater (e.g., construction or creation of any groundwater recharge area, percolation pond, unlined surface impoundment or disposal trench), unless specifically approved in writing by the Grantor, EPA, and the Regional Water Quality Control Board, Lahontan Region (RWQCB). Normal watering on the golf course in support of routine landscaping and fairway/green maintenance activities is excluded from this restriction.

(c) Grantee covenants and agrees that it will not conduct, or allow others to conduct, any soil disturbing activities (e.g., constructing, digging, excavating, drilling, grading, removing, trenching, filling, moving, farming/planting, or mining) without a Health and Safety Plan. Routine landscaping and fairway/green maintenance activities on the golf course are excluded from this restriction.

(d) Grantee covenants and agrees for itself and any of its agents, representatives, contractors, or lessees that it will follow all applicable laws and regulations for the handling, transporting, and disposing of any soils containing Dieldrin or other pesticide-related constituents.

(e) Grantee covenants and agrees that it will not use, or allow others to use, the Property for residential purposes (including mobile or modular homes), hospitals for human care, public or private schools for persons under 18 years of age, nursery schools, or day care centers for children.

(f) The Grantee covenants and agrees that it will not conduct, or allow others to conduct, any activities that would cause disturbance of, or limit access to, any wells or equipment associated with groundwater monitoring until such time as the Grantor determines that monitoring from the well or wells is no longer needed as part of its approved Long-term Monitoring Plan.

3. It is the intent of the Grantor and the Grantee that the Environmental Restrictive Covenants in this subparagraph bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this subparagraph through the chain of title, in addition to any State law that requires the State to enforce any restrictive covenant in this subparagraph. The Grantee covenants to insert this entire subparagraph in any deed to the Property that it delivers.

### C. Release of Environmental Restrictive Covenants.

1. The Grantee may request from the United States a modification or release of one or more of the environmental restrictive covenants in whole or in part in this paragraph, subject to the notification and concurrence or approval of the RWQCB and EPA. In the event the request of the Grantee for modification or release is approved by the United States, RWQCB, and

PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7,  
CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

EPA, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental restriction in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States. The United States shall deliver to the Grantee in recordable form the Covenant Release. The execution of the Covenant Release by the United States shall modify or release the environmental restrictive covenant with respect to the Property in the Covenant Release.

2. In the event that the environmental restrictive covenants contained in this paragraph are no longer necessary, the United States will record any appropriate document modifying or removing such use restrictions, as appropriate.

## VIII. OTHER COVENANTS

### A. General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP").

1. Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee covenants and agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable Federal, State, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

B. Asbestos-Containing Materials (ACM). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee covenants and agrees that in any situation where there may be human contact or exposure to potentially friable ACM (for definition see 40 C.F.R. § 61.141), the Grantee will require an approved Health and Safety Plan to protect all exposed persons. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential

PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7,  
CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

release) under the federal CERCLA (42 U.S.C. §§ 9601 et seq.), believed to be associated with Grantor activities. The Grantee will be required to allow the Grantor a reasonable opportunity to investigate and, if a CERCLA response action is necessary, to accomplish it. The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in subparagraph VILA. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

C. Pesticides. The Grantee is warned of the presence of Dieldrin or other possible pesticide-related constituents ("Pesticides") on the Property in certain portions of the soil and in the upper aquifer of the groundwater, which may have resulted from past applications of pesticides. The Grantee is cautioned to use due care during use, occupancy, and Property development activities that may involve soils containing Pesticides. Grantee covenants and agrees for itself and any of its agents, representatives, contractors, or lessees that it will follow all applicable laws and regulations for the handling, transporting, and disposing of any soils containing Pesticides. The Grantee covenants and agrees that it will notify the Grantor promptly should it discover Pesticides in soil that appear to have resulted from activities occurring prior to the date of this conveyance and to properly safeguard the discovered Pesticides site to prevent human contact or exposure to the Pesticides. The Grantee will be required to allow the Grantor a reasonable opportunity to investigate the site and, if a CERCLA response action is necessary, to accomplish it. The Grantor's responsibility under this Deed for the presence of Pesticides is limited to the actions, if any, to be taken in accordance with the covenant contained in subparagraph VILA. The Grantee will assume all other responsibility and liability for use, occupancy, Property development, or other activity causing, or leading to, human contact of any kind whatsoever with Pesticides on the Property. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to any contact with or exposure to Pesticides on the Property, if such contact or exposure resulted from the failure of the Grantee to comply with the cautions and obligations stated in this subparagraph.

D. Aboveground Storage Tank (AST). One 250-gallon AST located at Facility 1141 was installed and is owned and operated by the Local Reuse Authority for golf course ground equipment fuel. The Grantee covenants to be solely responsible for complying with all applicable federal, state, and local laws relating to the use of this tank. The Grantor is released from any and all environmental liability associated with this AST.

PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7,  
CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

E. Utility Infrastructure/Lines. Any activity conducted on the Property that will require excavation or drilling into the subsurface must be conducted in accordance with all appropriate industry safety precautions in consideration of the potential presence of unmarked and unmapped, buried utility System lines.

F. Site LF039. The Grantee covenants and agrees that if, as a result of any post-land transfer construction activities at this site, wastes are found beneath the former base housing area, a Waste Management Plan must be developed and appropriate regulatory concurrence obtained. These wastes could possibly be associated with Site LF039. A graphic depiction of the potential extent of Site LF039 is at Exhibit C.

G. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

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

## IX. MISCELLANEOUS

Each covenant of this Deed shall inure to the benefit of the Grantor: shall be binding upon the Grantee; shall be deemed to touch and concern the land; and shall run with the land.

## X. EXHIBITS

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

- Exhibit A - Legal Description
- Exhibit B - Graphic Depiction
- Exhibit C - Graphic Depiction of Site LF039

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

THE UNITED STATES OF AMERICA

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

STATE OF CALIFORNIA

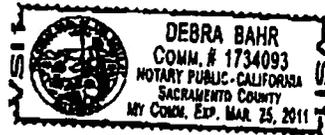
COUNTY OF Sacramento

On 27 Sep 07 before me, Debra Bahr, Notary Public  
(Name, Title of Officer)

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

WITNESS my hand and official seal.

DBahr  
(Signature of Notary Public)



PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7,  
CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

Former George AFB, CA

Acceptance

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

Date, September 28,  
~~October~~, 2007

(Grantee)

  
By: JON B. ROBERTS  
Executive Director  
SOUTHERN CALIFORNIA LOGISTICS  
AIRPORT AUTHORITY

Attest:

  
CAROLEE BATES, City Clerk

Certificate of Grantee's Attorney

I, Andre de Bortnowsky, acting as Attorney for the Grantee, do hereby certify that I have examined the foregoing Indenture and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further, that, in my opinion, the Indenture constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Dated at Calabasas, California, this 28 day of September, 2007.

By:   
ANDRE DE BORTNOWSKY  
Authority Counsel

Title: \_\_\_\_\_

PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7,  
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CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

Former George AFB, CA

EXHIBIT A

Legal Description for PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7,  
CENTRAL AND SOUTHEASTERN PORTION OF D-5  
Former George Air Force Base, Victorville, San Bernardino County

SubParcels D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7, and Central  
And Southeastern portion of D-5  
Former George AFB, California

EXHIBIT "A"

A portion of Section 25, 24, and 36, Township 6 North, Range 5 West, SBM described below.

Beginning at the West one-quarter of Section 25 and the Point of Beginning, the Northwest corner of Section 25 bears North 01°16'34" West a distance of 2515.69 feet;  
thence South 46°57'36" East a distance of 23.41 feet, to the centerline of Nevada Ave.;  
thence North 01°14'18" West along said centerline a distance of 3638.68 feet;  
thence North 89°37'41" East a distance of 2658.32 feet ;  
thence Southerly 00°17'10" East a distance of 1090.51 feet to the South line of Section 24;  
thence North 89°16'06" East (North 89°15'45" East per Record of Survey 65/98-102) a distance of 2235.03 feet;  
thence South 00°00'13" West a distance of 284.34 feet;  
thence South 29°00'55" East a distance of 589.96 feet;  
thence South 07°45'53" East a distance of 1089.19 feet;  
thence South 00°20'05" East a distance of 800.68 feet to the East one-quarter corner of said Section 25,  
thence South 07°06'00" West a distance of 2705.89 feet to the South line of said Section 25;  
thence North 89°27'26" East along the South line of said Section 25 a distance 350.00 feet to the Southeast corner of said Section;  
thence South 00°17'58" East along the East line of Section 36 (North 00°18'55" West per Record of Survey recorded in Book 102, page 27) a distance of 1230.51 feet to the intersection of Air Base Road;  
thence North 66°56'18" West along the centerline of Air Base Road, a distance of 2886.28 feet to the beginning of a 3000 foot radius curve, concave Southerly;  
thence Westerly along said curve through a central angle of 23°31'30" an arc distance of 1231.77 feet,  
thence South 89°32'12" West a distance of 1458.91 feet to the West line of said Section 25;  
thence North 00°22'05" East, along the West line of said Section a distance of 2636.35 feet to the True Point of Beginning.

Contains 770 acres, more or less

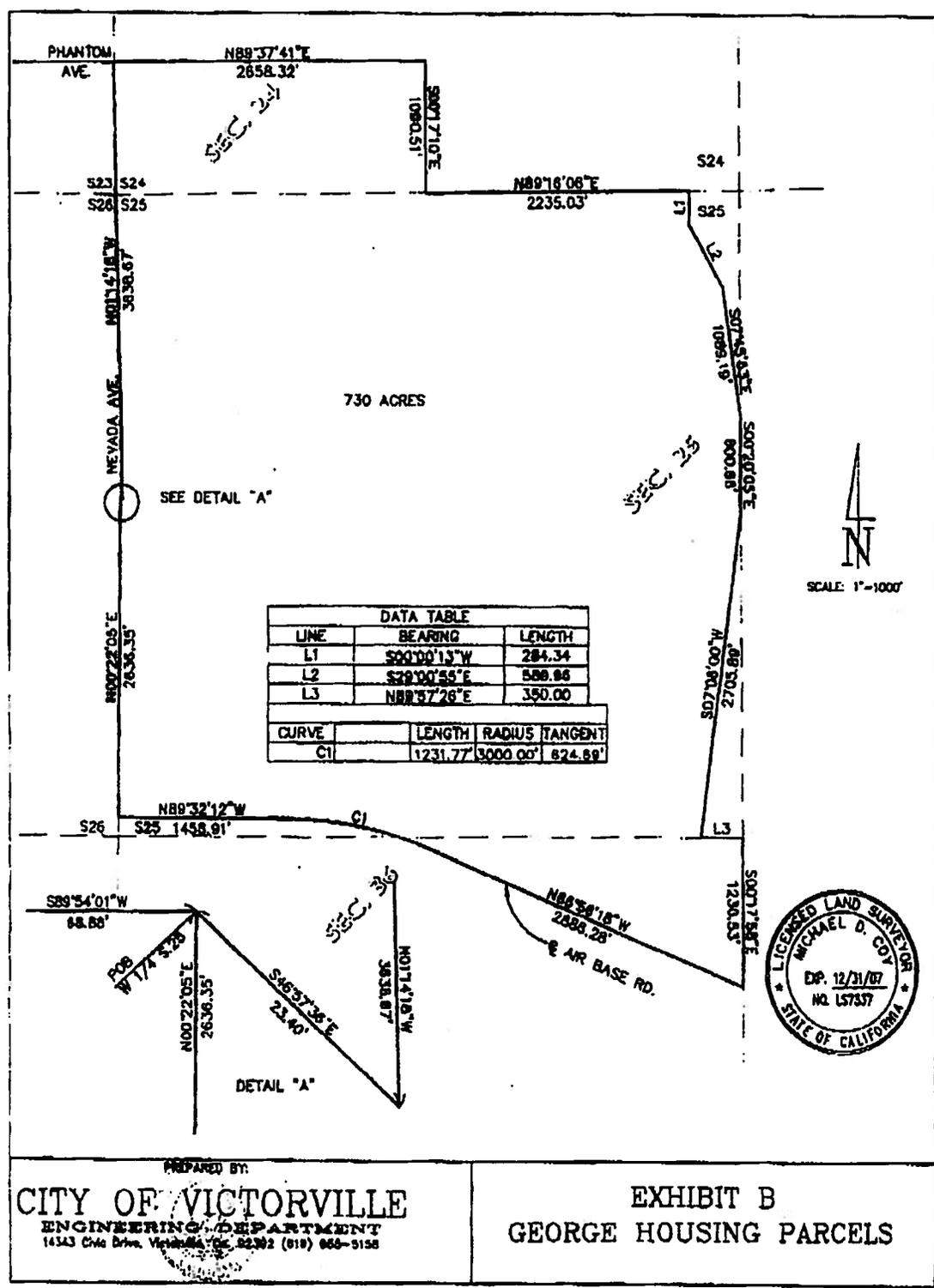
This legal description prepared  
by me or under my direction

*Michael D. Coy*  
Michael D. Coy, LS 7337, Exp. 12/31/07  
9-18-07



PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7,  
CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

Former George AFB, CA



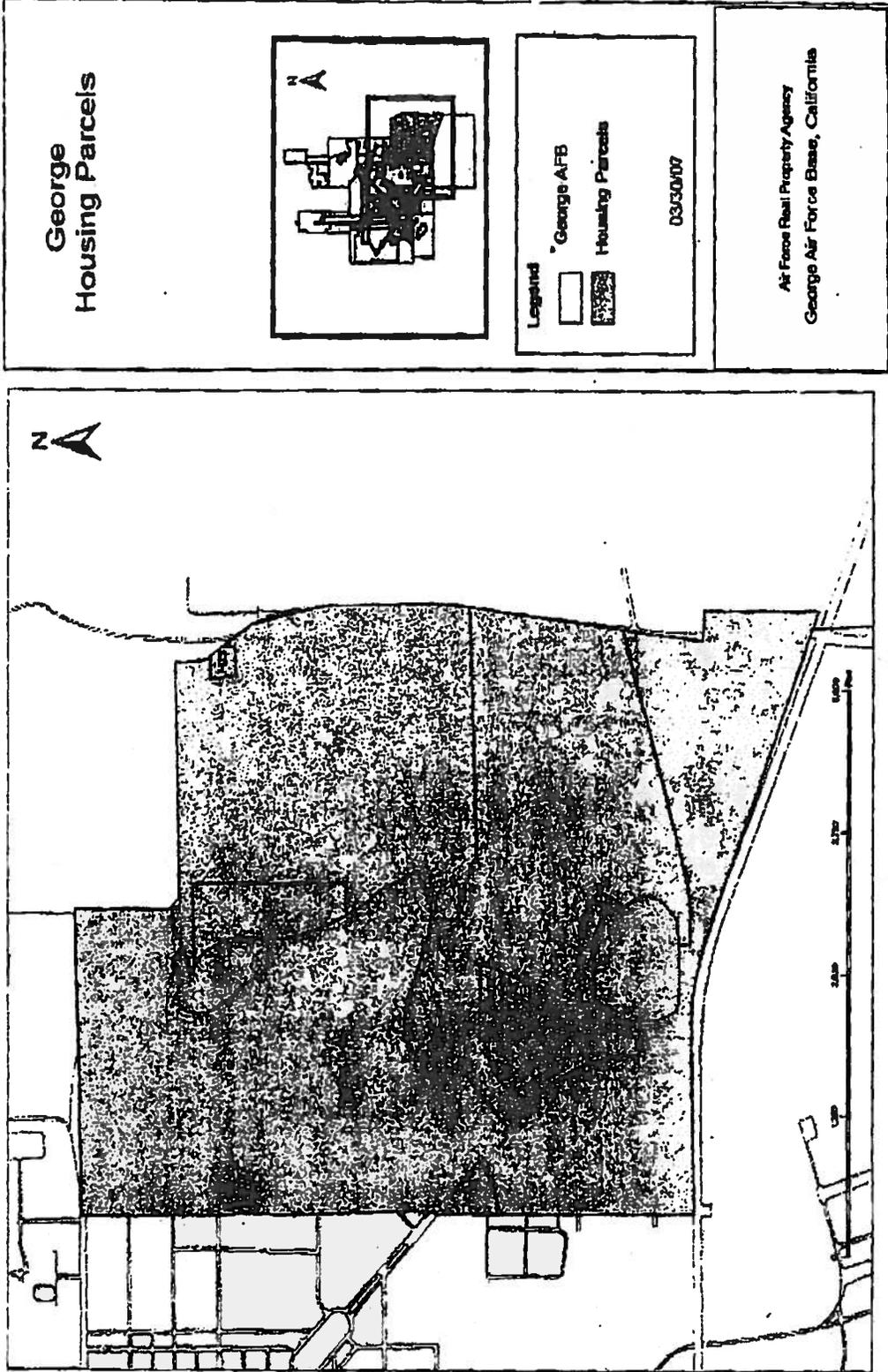
PREPARED BY:  
**CITY OF VICTORVILLE**  
 ENGINEERING DEPARTMENT  
 14343 Civic Drive, Victorville, CA 92392 (618) 060-3158

**EXHIBIT B**  
**GEORGE HOUSING PARCELS**

PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7,  
 CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

Former George AFB, CA

EXHIBIT B - GRAPHIC DEPICTION OF THE PROPERTY



PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7, CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

Former George AFB, CA

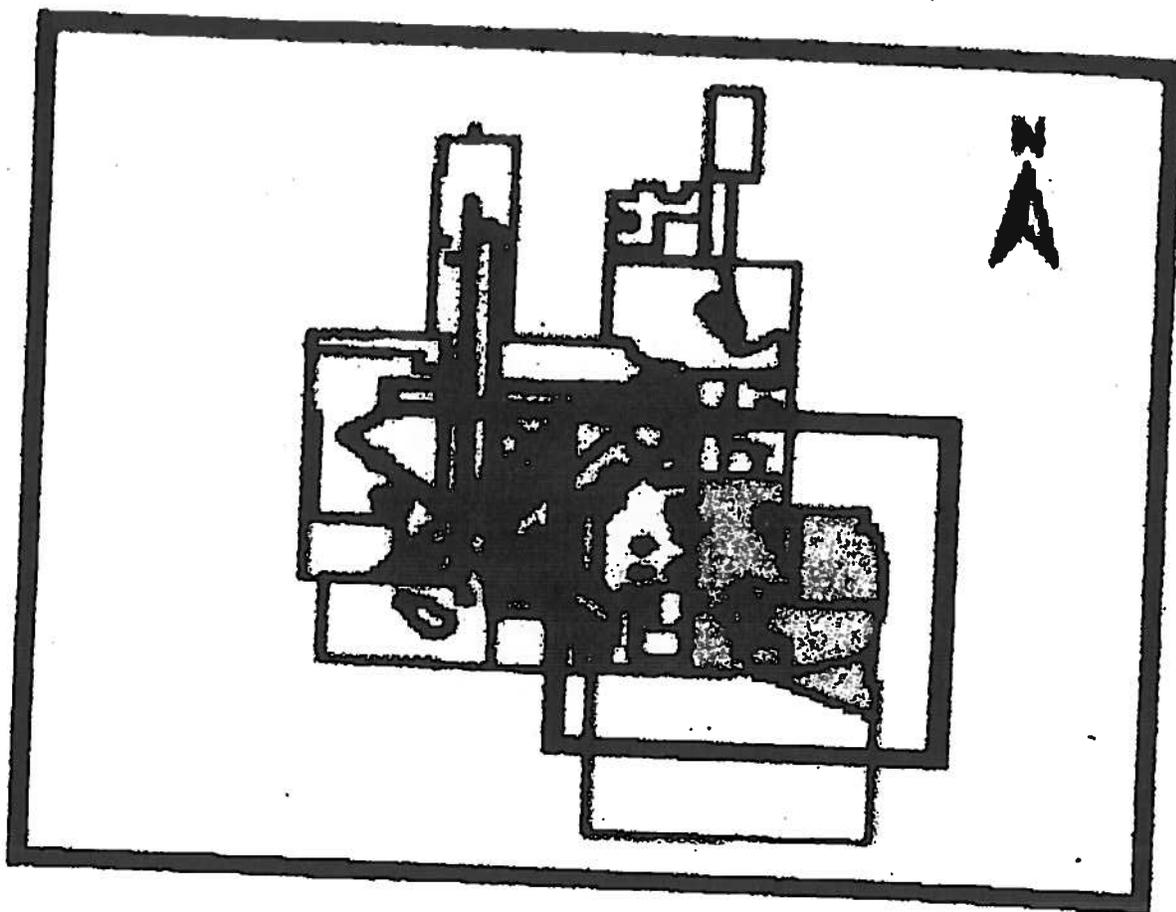
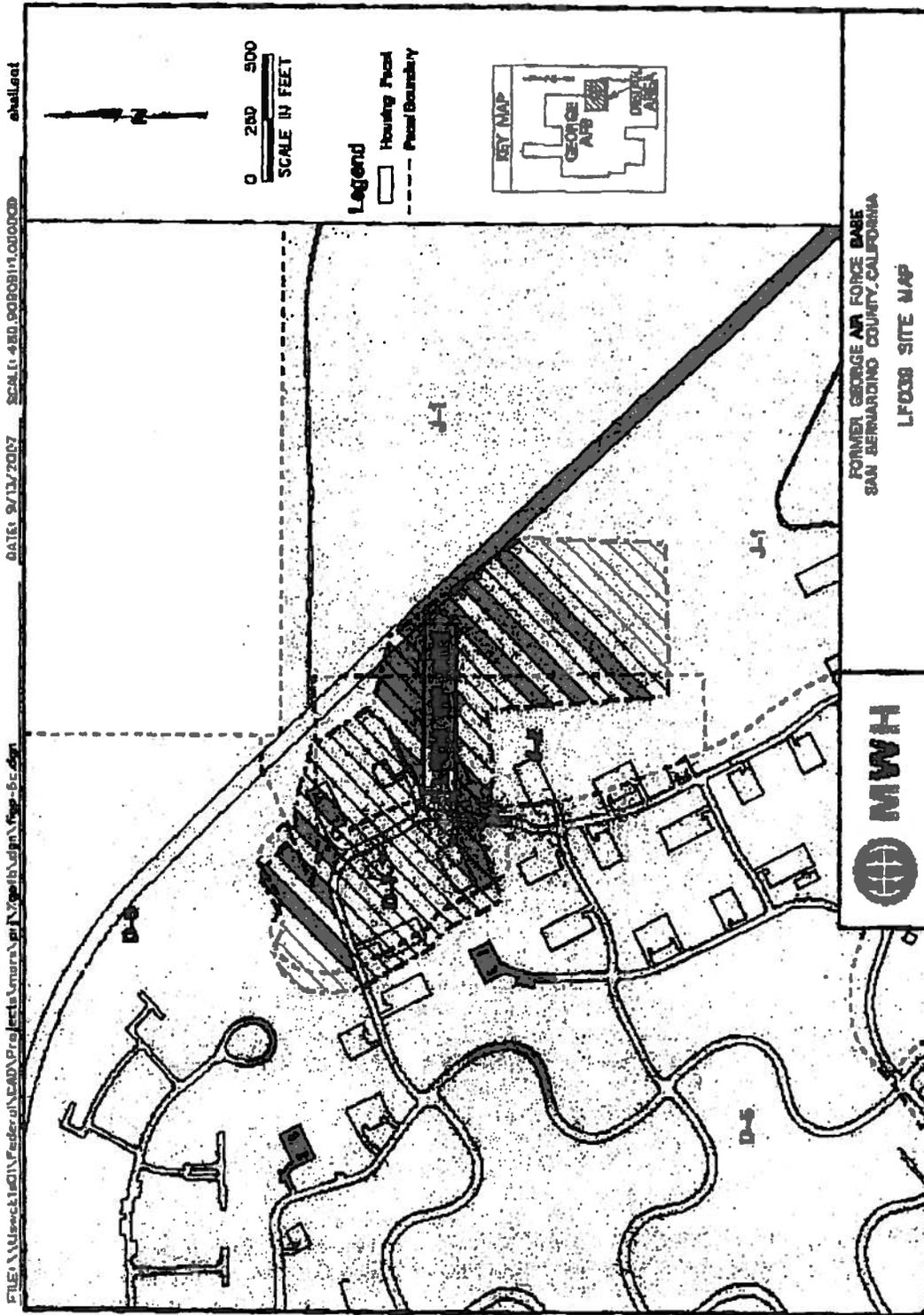
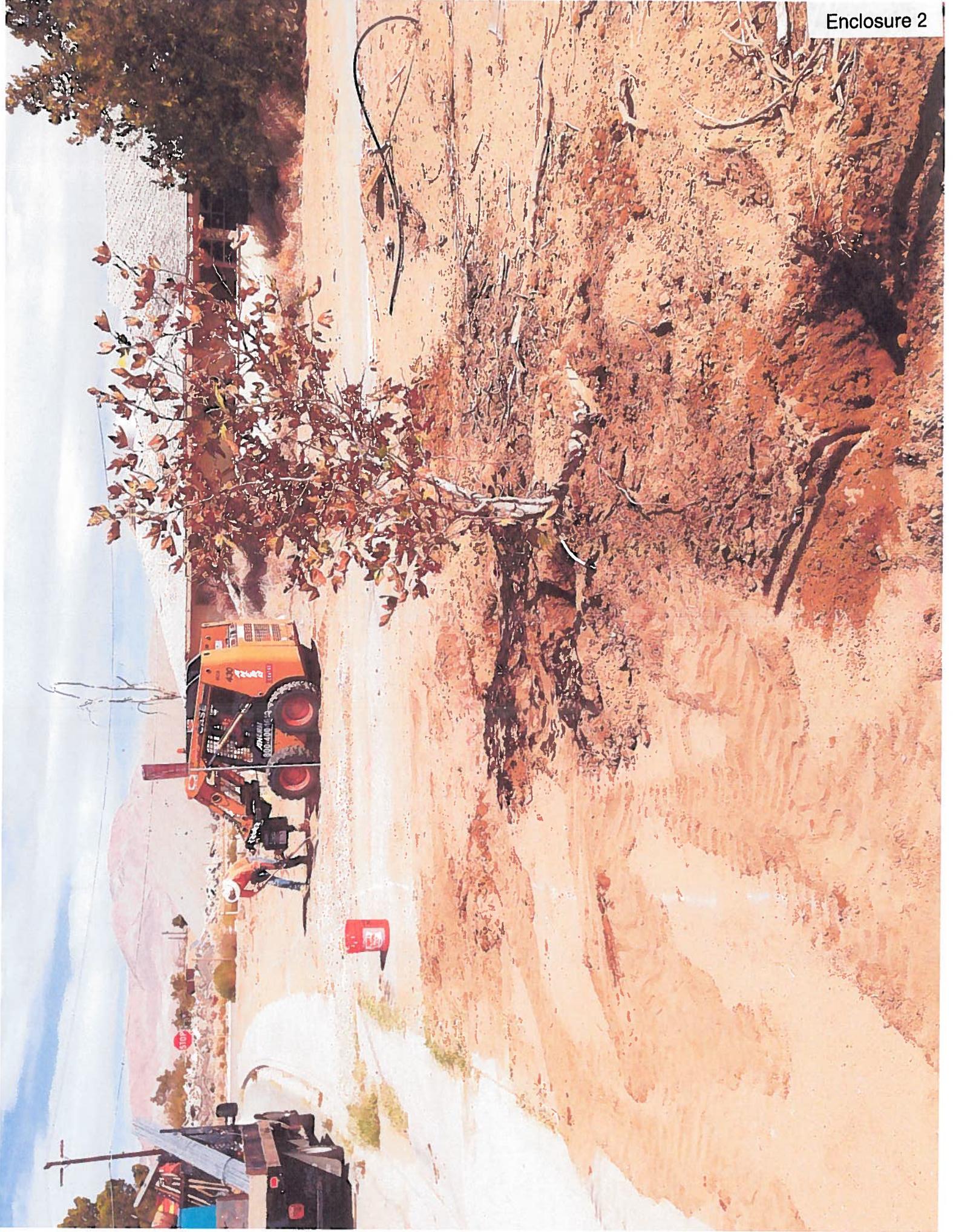


EXHIBIT C - GRAPHIC DEPICTION OF SITE



PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7, CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed



**From:** [Eric Ray](#)  
**To:** [Battey.Todd@Waterboards](mailto:Battey.Todd@Waterboards)  
**Cc:** [Richard Falzone](#); [Kelth Metzler](#); [Stone.Linda@Waterboards](mailto:Stone.Linda@Waterboards)  
**Subject:** Health and Safety Plan  
**Date:** Tuesday, November 04, 2014 3:17:02 PM

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Dear Mr. Battey,

I'm responding to your request for a Health and Safety Plan pertaining to the recent construction of a chain link fence along the eastern edge of Nevada Street, on the former George Air Force Base. This project was completed without a Health and Safety Plan as it was deemed unnecessary.

As I understand your concern, it pertains to pesticide impacted soil that has been documented outside of the fence construction area. Per the AOC071 Technical Summary and Data Gap Analysis Report, dated June 2006, the following supporting conclusions were drawn as reasonable causes to proceed without a Health and Safety Plan:

- 1) Dieldrin was only used between 1950 and 1970 beneath and along building foundations. The fence construction occurred well outside of any building foundations.
- 2) The location of the fence is along the outside boundary of the former housing area where Dieldrin is known to have been used. Furthermore, this location is directly adjacent to Nevada Street which was not treated with Dieldrin.
- 3) In the highly unlikely event that Dieldrin was inadvertently spilled or placed along Nevada Street, the rainfall and intense irrigation that occurred in the following 44 to 64 years would have caused it to migrate far below the 2 foot deep holes that were augured for the fence construction. In fact, the Technical Summary and Data Gap Analysis Report indicates that Dieldrin has migrated to the Upper Aquifer, over 100 below the surface of the ground.

Should you have any further questions, please feel free to contact me directly.

Sincerely,



**C. Eric Ray**  
**Airport Manager**  
**Southern California Logistics Airport**  
(760) 243-1910



Enclosure 4

# GEORGE AFB CALIFORNIA

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## ADMINISTRATIVE RECORD COVER SHEET

AR File Number 1817



**DEPARTMENT OF THE AIR FORCE**  
**AIR FORCE REAL PROPERTY AGENCY**

4 February 2005

AFRPA/DD McClellan  
3411 Olson Street  
McClellan CA 95652

Mr. Jon Roberts  
City of Victorville  
City Manager  
14343 Civic Drive  
Victorville CA 92392-2399

Dear Mr. Roberts,

The Air Force is contacting the Local Reuse Authority (LRA) about the former military housing area at George Air Force Base. The former housing area is bounded on the south by Air Expressway, Phantom East to the east and north, and Nevada Street on the west. The Air Force has observed that the housing is being used by military personnel for urban warfare training, that housing demolition and relocation is occurring, and was notified by DIG-ALERT that borings for the future development of the Aviation Road Alignment are being installed.

The former military housing area is still owned by the Air Force. Per the terms of our lease agreement, all LRA activities in this area with the potential to disturb soil require written notification and in turn Air Force approval prior to starting the activity. Therefore, please stop any such current activities and not start any future activities until you have received Air Force approval.

The Air Force has analytical testing data indicating elevated soil contamination levels of the pesticides Aldrin and Dieldrin in the housing area. The Air Force believes that the surface and shallow subsurface soil contamination is pervasive through the housing area, particularly under house foundations. The pesticides could present a risk to human health if soils are inhaled, ingested, or contacted by skin. Any wastes generated by digging must be handled as hazardous until proven otherwise.

Please contact me at (916) 643-6420 x209 or Mr. Calvin Cox at (213) 452-4031 if you have any questions. Thank you for your cooperation in protecting human health and the environment.

A handwritten signature in black ink that reads "Philip H. Mook Jr." in a cursive style.

PHILIP H. MOOK JR.  
Regional Environmental Coordinator

**FINAL PAGE**

**ADMINISTRATIVE RECORD**

**FINAL PAGE**