



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

IN REPLY REFER TO:

11011
Ser AM1. ML/257
June 4, 2021

Penny Maus
City of San Diego, Real Estate Assets Department
1200 Third Ave., Suite 1700
San Diego, CA 92101

Dear Ms. Maus,

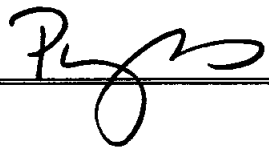
Enclosed is one fully executed Original Department of the Navy License N6247321RP00130 ("License"), which authorizes the City of San Diego to operate and maintain Traffic Detection Systems at Gate 7, Gate 29, Gate 43, and NEX Gas Station Entrance on Naval Base San Diego, San Diego, CA. The term for this License is for one year, beginning July 1, 2021 and ending June 30, 2022.

If you have any questions, please contact Realty Specialist Matt Lutey at (808) 779-4253 or via email at Matthew.lutey@navy.mil.

Sincerely,

BARNHILL.LACEY^{Digitally signed by}
Y.L.1395452629^{BARNHILL.LACEY.L.1395452629}
^{Date: 2021.06.04 07:05:27}
-07'00'
LACEY L. BARNHILL
Real Estate Contracting Officer

Enclosure: 1. Department of Navy License N6247321RP00130

LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.		1a. WORK ORDER NO: 1693701 ALL CORRESPONDENCE MUST REFERENCE: 1b. FILE NO: LIC-O 11863 1c. LICENSE (CONTRACT) NO: N6247321RP00130	
2. PROPERTY LOCATION (<i>Installation Name and Address</i>) NAVAL BASE SAN DIEGO, SAN DIEGO, CA VESTA ST. & HARBOR DR. (GATE 7), VESTA ST. & MAIN ST. (GATE 29), 32ND ST. & NORMAN SCOTT RD. (GATE 43 AND NEX GAS STATION ENTRANCE)		3. DATES COVERED FROM: 1 July 2021 THROUGH: 30 June 2022 Provided Licensee has delivered the required insurance certificates to the Licensor.	
4. DESCRIPTION OF PREMISES (<i>Room and building numbers where appropriate</i>) Non-exclusive use of the following areas: A) approximately 1,845 SF (.0423 acres) in the outbound lane of Gate 7 (Vesta St. & Harbor Dr.); B) approximately 1,134 SF (.026 acres) in the inbound and outbound lanes of Gate 29 (Vesta St. & Main St.); C) an area approximately 3,333 SF (0.0765 acres) in the outbound lane of Gate 43 (32nd St. & Norman Scott Rd.); D) approximately 4,444 SF (0.102 acres) in the outbound lane of NEX Gas Station Entrance (32nd St. & Norman Scott Rd.). All areas are shown in Exhibit A, attached hereto and made part hereof.			
5. PURPOSE AND USE AUTHORIZED (<i>Specific use, times and recurring/part-time basis, and land use controls</i>) To maintain and operate Traffic Detection Systems at Gate 7, Gate 29, Gate 43, and NEX Gas Station Entrance.			
6. LICENSOR UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		6a. NAVY/USMC LOCAL REPRESENTATIVE Kristina Bolton, Planner, NBSD Public Works kristina.bolton@navy.mil / (619) 556-2493	
7. LICENSEE (<i>Name, Address, Telephone Email</i>) City of San Diego, Real Estate Assets Department 1200 Third Ave., Suite 1700 San Diego, CA 92101		7a. LOCAL REPRESENTATIVE OF LICENSEE Christina Cruz, Property Agent, City of San Diego, Real Estate Assets (619) 533-6509 / CruzC@sandiego.gov	
8. CASH PAYMENT BY LICENSEE - DUE IN ADVANCE			
a. AMOUNT (<i>Each payment</i>) N/A	b. FREQUENCY PAYMENTS DUE N/A	c. FIRST DUE DATE N/A	d. SEND PAYMENT TO: (<i>Name and Mailing Address</i>) N/A
9. EXHIBITS: The following are attached and incorporated into this License - A. MAP/DRAWING/OTHER DESCRIPTION OF LICENSED PREMISES B. GENERAL PROVISIONS C. ENVIRONMENTAL CONDITION OF PROPERTY – RECEIPT HEREBY ACKNOWLEDGED D. JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL)			
10. EXECUTION OF LICENSE			
FOR THE SECRETARY OF THE NAVY	NAME: LACEY L. BARNHILL Real Estate Contracting Officer	SIGNATURE: BARNHILL.LACEY Digitally signed by LACEY L. BARNHILL Y.L.1395452629 Date: 2021.06.04 07:00:08 -0700	DATE: 4 June 2021
NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT:			
LICENSEE I represent that I am authorized to bind Licensee	NAME: PENNY MAUS Director, Real Estate Assets	SIGNATURE: 	DATE: 6-2-2021

Document Routing Form

Government License N6247321RP00130

Title of document to be signed

Christina Cruz

Your Name/Property Agent's Name

Ken Anderssohn

Asset Manager/Supervisor approval

5/20/21

Date

Print name of City Attorney: _____

Date City Attorney approved the draft: _____

Explanation/Notes: Time extension from Government License N6247320RP00119
which is set to expire on June 30, 2021 to a new Government License
N6247321RP00130 to begin on July 1, 2021 and expire June 30, 2022.

☐ Controversial ☒ Not Controversial

**** For voids, please provide specific information detailing the reason for the void. ****



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: May 20, 2021
TO: Penny Maus, Director, Real Estate Assets Department
FROM: Christina Cruz, Property Agent, Real Estate Assets Department
SUBJECT: Proposed government License N6247321RP00130

Please find enclosed for your review and signature Government License N6247321RP00130 which authorizes the City of San Diego to operate and maintain traffic loop detectors for three locations (Vesta Street and Main, 32nd Street, and Barrio Logan) gate access on Assessor's Parcel Number 550-500-18.

Please return signed licensed agreement to be scanned and returned to Matt Lutey with Navy Facilities.

Christina Cruz
Property Agent

Attachments: 1. Government License N6247321RP00130



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

IN REPLY REFER TO:

11011
Ser AM1. ML/256
May 5, 2021

Penny Maus
City of San Diego, Real Estate Assets Department
1200 Third Ave., Suite 1700
San Diego, CA 92101

Dear Ms. Maus,

Enclosed for your review and signature is proposed Government License N6247321RP00130 (Enclosure 1), which authorizes the City of San Diego to operate and maintain Traffic Detection Systems at Gate 7, Gate 29, Gate 43, and NEX Gas Station Entrance on Naval Base San Diego, San Diego, CA.

We ask that you please comply with all provisions contained in Exhibit "B", General Provisions.

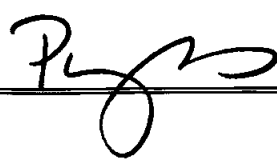
Please sign – a digital signature is acceptable – date, and return the License to Matthew.lutey@navy.mil. A signed original will then be returned to you. If you have any questions, please contact Matt Lutey, Realty Specialist, at (808) 779-4253 or via email.

Sincerely,

BARNHILL.LACEY Digitally signed by
.L.1395452629 BARNHILL.LACEY.L.1395452629
Date: 2021.05.05 12:37:11 -07'00'

LACEY L. BARNHILL
Real Estate Contracting Officer

Enclosure: 1. Proposed Government License N6247321RP00130

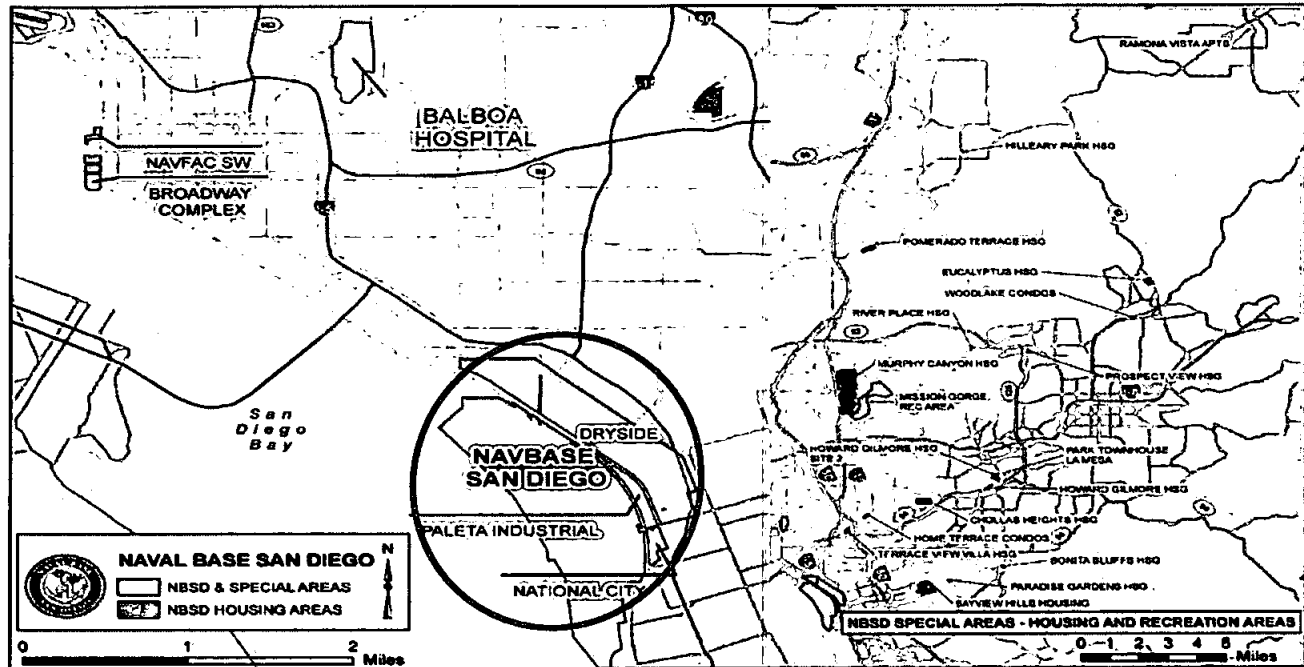
LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.		1a. WORK ORDER NO: 1693701 ALL CORRESPONDENCE MUST REFERENCE: 1b. FILE NO: LIC-O 11863 1c. LICENSE (CONTRACT) NO: N6247321RP00130	
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6. LICENSOR UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		6a. NAVY/USMC LOCAL REPRESENTATIVE Kristina Bolton, Planner, NBSD Public Works kristina.bolton@navy.mil / (619) 556-2493	
7. LICENSEE (<i>Name, Address, Telephone Email</i>) City of San Diego, Real Estate Assets Department 1200 Third Ave., Suite 1700 San Diego, CA 92101		7a. LOCAL REPRESENTATIVE OF LICENSEE Christina Cruz, Property Agent, City of San Diego, Real Estate Assets (619) 533-6509 / CruzC@sandiego.gov	
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10. EXECUTION OF LICENSE			
FOR THE SECRETARY OF THE NAVY	NAME: LACEY L. BARNHILL Real Estate Contracting Officer	SIGNATURE: 	DATE:
NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT:			
LICENSEE I represent that I am authorized to bind Licensee	NAME: PENNY MAUS Director, Real Estate Assets	SIGNATURE: 	DATE: 6-2-2021

Department of the Navy
Naval Base San Diego, CA

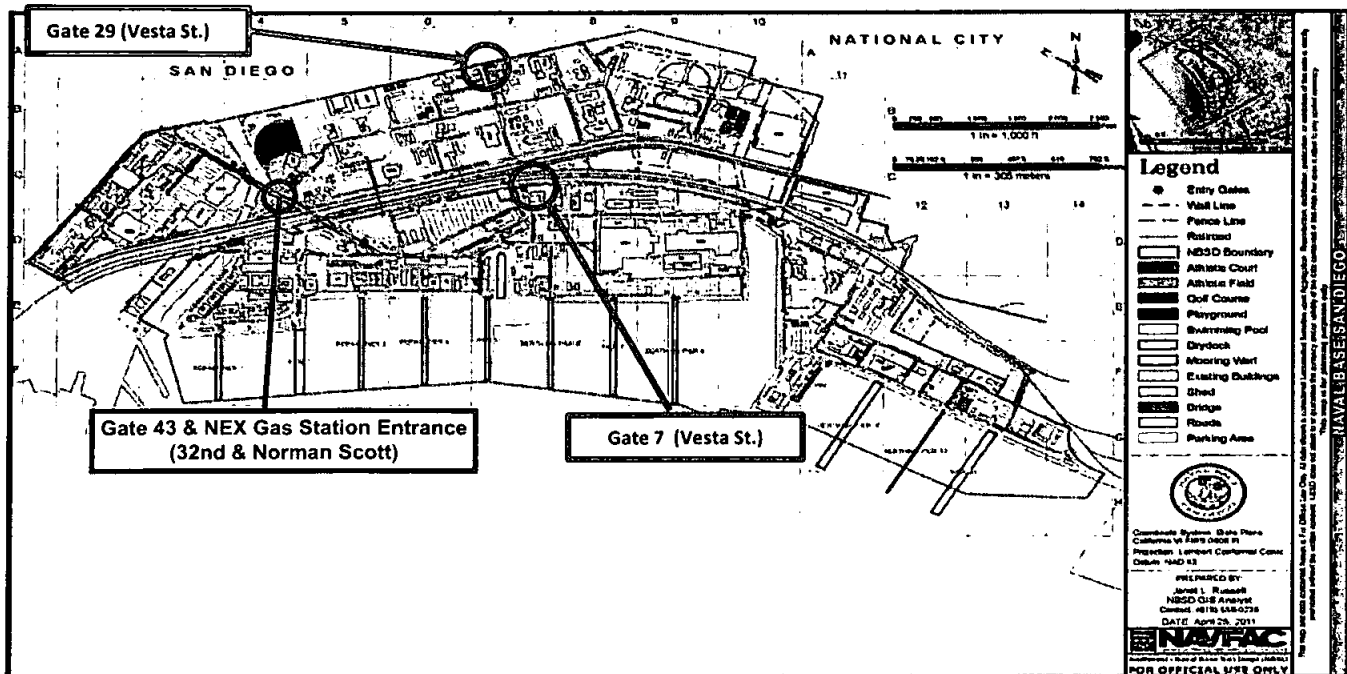
Command: NAVAL BASE SAN DIEGO
Real Estate Title: REAL ESTATE AGREEMENT BETWEEN DEPARTMENT
OF THE NAVY AND CITY OF SAN DIEGO

Date Prepared: September 2019

Prepared By: Annie Wilding, Facilities Planner



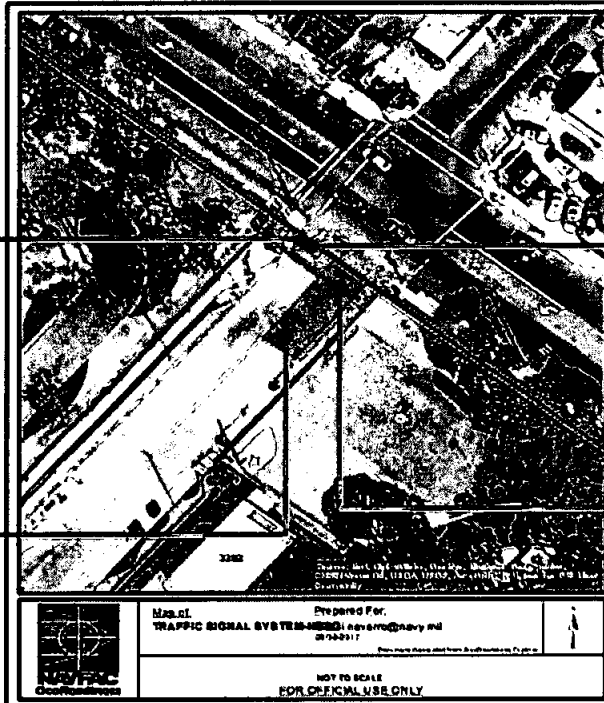
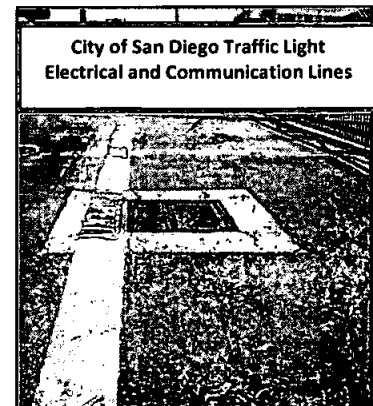
VICINITY MAP



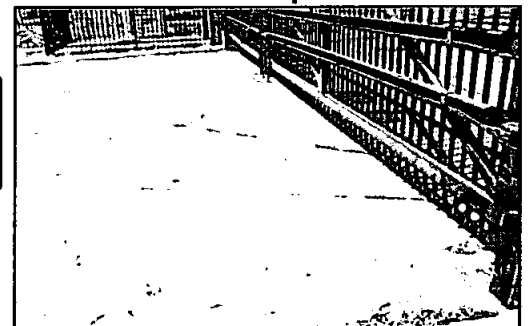
NAVAL BASE SAN DIEGO - LOCATION MAP

Command:	NAVAL BASE SAN DIEGO
Real Estate Title:	REAL ESTATE AGREEMENT BETWEEN DEPARTMENT OF THE NAVY AND CITY OF SAN DIEGO

Prepared By: Annie Wilding, Facilities Planner

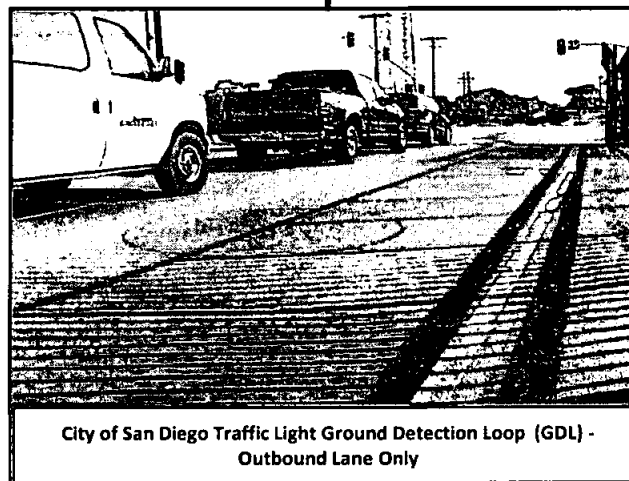
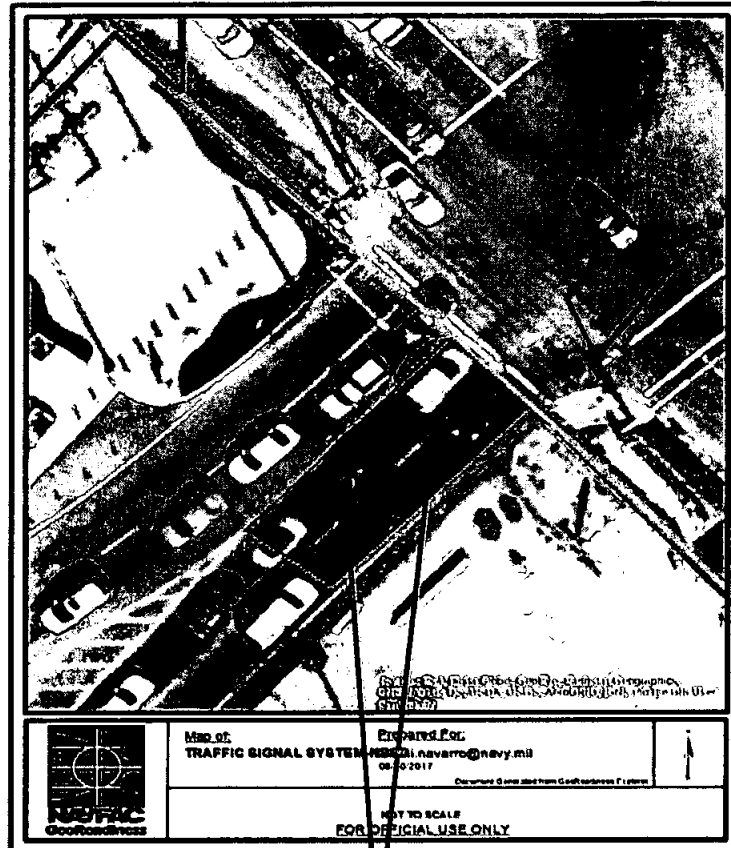


**City of San Diego Traffic Light
Ground Detection Loop
(GDL) - Outbound Lane Only**



Gate 29 - AERIAL SITE MAP and TRAFFIC SYSTEM PICTURES

Department of the Navy Naval Base San Diego, CA	Command: NAVAL BASE SAN DIEGO Real Estate Title: REAL ESTATE AGREEMENT BETWEEN DEPARTMENT OF THE NAVY AND CITY OF SAN DIEGO
Date Prepared: September 2019	Prepared By: Annie Wilding, Facilities Planner



Gate 7 - AERIAL SITE MAP and TRAFFIC SYSTEM PICTURES

NEX Gas Station Entrance and Gate 43
AERIAL SITE MAP and TRAFFIC SYSTEM PICTURES

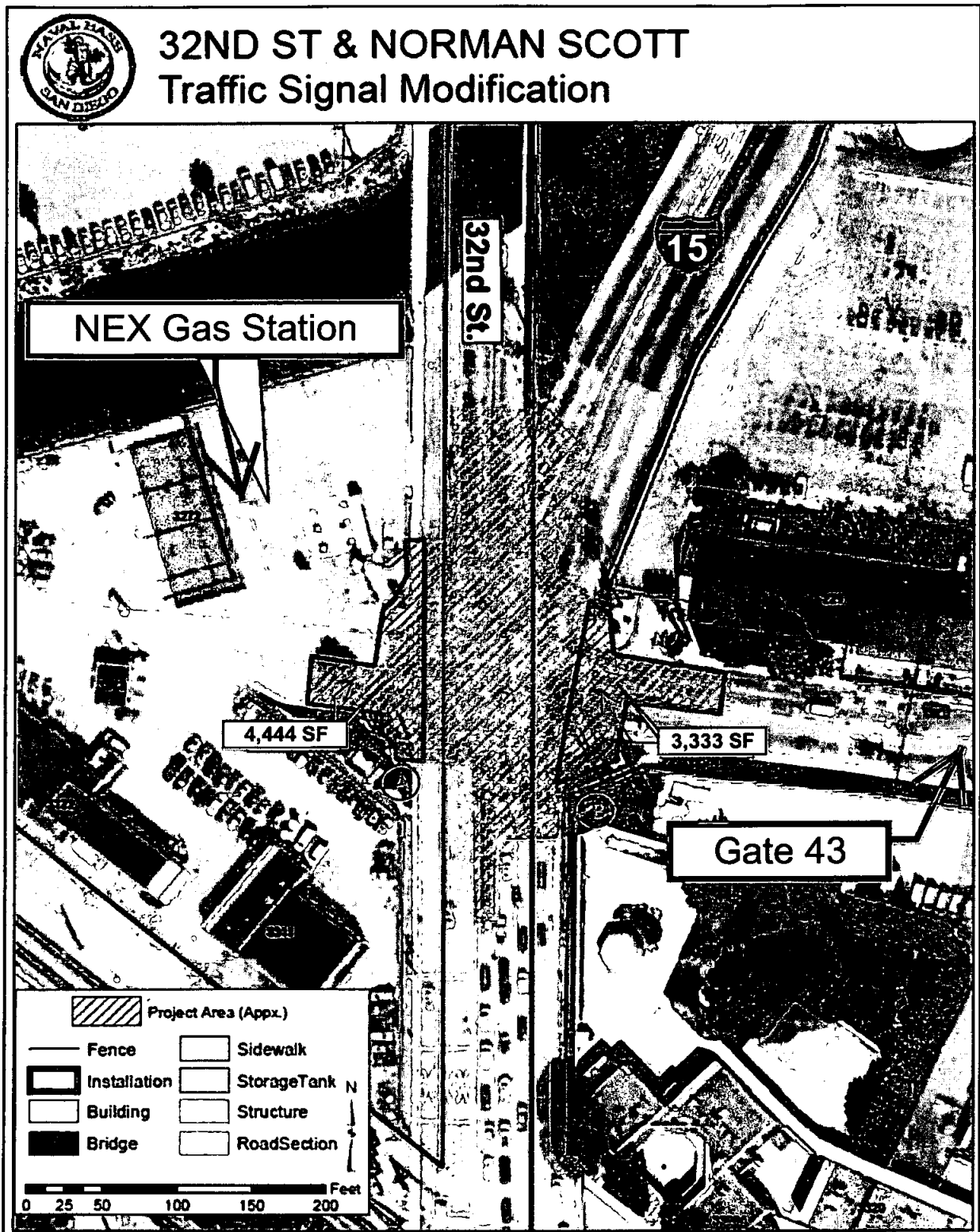


EXHIBIT "B"
GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. **USE OF AND ACCESS BY LICENSEE.** The Licensors grants to the Licensee the right to use the premises or facilities described in block 4 and **Exhibit "A"** ("Premises"), together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. The Licensee and its invitees and contractors agree to absorb all costs, including time and expense, associated with gaining access to the Installation under the Defense Biometric Identification System (DBIDS) or similar program. Any parking that accompanies the use of, and any routes of access to and from, the Premises are subject to change at the sole discretion of the Installation Commanding Officer.
2. **TERM.** This License shall be effective for the period stated in block 3 and is revocable at any time without notice at the option and discretion of the Licensors or its authorized representative.
3. **USE OF PREMISES.** The use of the Premises shall be limited to the purposes specified in block 5, and no other.
4. **ASSIGNMENT/TRANSFER OF RIGHTS.** This License is neither assignable nor transferable by the Licensee, and grants no interest in the real property of the Licensors.
5. **UTILITIES AND SERVICES.** If utilities and services are furnished to the Premises, the Licensee agrees to reimburse the Licensors for the cost as determined by the Licensors in accordance with applicable statutes and regulations.

Reimbursement for Utilities and Services			
Amount <i>(Each Payment)</i>	Frequency Payments Due	First Due Date	To <i>(Mailing Address)</i>
N/A	N/A	N/A	N/A
Utilities / Services Furnished Are:			
☐ Electricity	☐ Gas/Oil	☐ None	☐ HVAC/ Steam Heat
☐ Telephone	☐ Internet	☐ Water/Sewer	☐ Garbage/Refuse/Recycling
		☐ Other:	

6. **PROTECTION AND MAINTENANCE OF PREMISES.** The Licensee, at its own cost and expense, shall protect, maintain, and keep the Premises under its control in good order. Licensee is responsible for repairing any damage to the Premises caused by Licensee, or its agents, employees, contractors, guests or invitees.
7. **IMPROVEMENTS AND RESTORATION.** No additions to, or alterations of, the Premises shall be made without the prior consent of the Licensors. Upon revocation or surrender of this License, to the extent directed by the Licensors, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the Premises to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.
8. **INDEMNIFICATION.**
- a. The Licensee releases the Licensors and its employees from liability for death or injury to persons at the Premises.
- b. The Licensee, to the extent allowed by law, agrees to release and hold the Licensors and its employees harmless from, and to indemnify and defend them against, loss or damage to property caused by or arising from its use of the Premises, regardless of any contributory fault of the Licensors.
- c. The Licensee shall indemnify and save harmless the Licensors, its officers, agents, servants and employees from, and defend it and them against, all liability under the Federal Tort Claims Act (28 U.S.C. §§ 2671 and 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from its use of the Premises.

EXHIBIT "B"
GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

d. The Licensee agrees that the Licensor, its officers, agents and employees shall be released from all liability on all suits, claims, actions or demands in any way related to or arising under the Licensee's use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the Licensee's construction on or use of the property, or after such use has ended.

9. INSURANCE. The Licensee shall procure and keep continuously in effect during the term of this License the insurance required as follows on terms and conditions satisfactory to the Licensor, with an insurer whose rating is acceptable to the Licensor.

Insurance Required from Licensee (If any or all insurance requirements have been waived, enter "None" as appropriate)			
Type	Amount (Per Occurrence)	Type	Amount (Per State Law)
Commercial General Liability (Occurrence Policy Only)		Worker's Compensation	
Bodily Injury (Single Limit)	\$2,000,000		\$2,000,000
Property Damage	\$2,000,000		\$2,000,000
Fire/Legal Liability	\$2,000,000		\$2,000,000
Deductible			

- Licensor shall be named as additional insured.
- The insurer must be authorized to write insurance in the state where the Premises is located.
- Proceeds of policies shall be made payable to "Treasurer of the United States".
- Each policy of insurance covering bodily injuries and third party property damage shall contain an endorsement waiving the insurer's right of subrogation against the United States of America.
- No cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Licensor of written notice.
- Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days' written notice to the Licensor.
- The Licensee shall provide proof of insurance to the Licensor throughout the term of this License.

The Licensee will not be allowed entry on the Premises until it first delivers a certificate or certificates of required insurance to the Licensor.

10. DAMAGE TO THE PREMISES.

a. In the event of damage, including damage by contamination, to any Government property by the Licensee, its officers, agents, servants, employees, or invitees, the Licensee, at the election of the Licensor, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Licensor. That obligation includes any damage discovered from the physical condition and environmental condition inspections notwithstanding the expiration or earlier termination or revocation of this License.

b. In the event that any item or part of the Premises shall require repair, rebuilding or replacement (collectively, "repair") resulting from loss or damage, the risk of which is assumed under this License, the Licensee shall promptly give notice to the Licensor and, to the extent of its liability as provided in this paragraph, shall either compensate the Licensor for any loss or damage within thirty (30) days of receipt of a statement, or repair the lost or damaged item or items of the Premises, as the Licensor may elect. If the cost of repair exceeds the liability of the Licensee for any loss or damage, the Licensee shall effect the repair if required to do so by the Licensor, and the excess of cost shall be reimbursed to the Licensee by the Licensor within thirty (30) days of receipt of a statement provided that appropriations are available for that purpose. In the event the Licensee shall have effected any repair that the Licensee is required to effect, the Licensor shall direct payment to the Licensee of so much of the proceeds of any

EXHIBIT "B"
GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

insurance carried by the Licensee and made available to the Licensor on account of loss of or damage to any item or part of the Premises that may be necessary to enable the Licensee to effect the repair. In the event the Licensee shall not have been required to effect the repair, and the insurance proceeds allocable to the loss or damage that has created the need for the repair have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of the proceeds.

11. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise from it; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it has not employed any person to solicit or obtain this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Licensor the right to annul this License or in its discretion to recover from the Licensee the amount of that commission, percentage, brokerage or contingent fee in addition to the consideration for this license. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales obtained or made through *bona fide* established commercial or selling agencies maintained by the Licensee for the purpose of acquiring business.

13. NON-DISCRIMINATION. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. Non-discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts for work under this License, except subcontracts for standard commercial supplies or raw materials.

14. APPLICABLE RULES AND REGULATIONS.

a. All activities authorized under this License shall be subject to rules and regulations regarding supervision or otherwise, that may, from time to time, be prescribed by the local representative of the Licensor.

b. Upon request, the Licensee shall submit to the Licensor evidence of compliance with local, state, and Federal environmental laws and regulations.

15. FEDERAL FUNDS. This License does not obligate the Licensor to expend any appropriated funds. Nothing in this License is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

16. STORAGE OF TOXIC OR HAZARDOUS CHEMICALS. Storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Licensor in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Licensor authorizes the storage, treatment, or disposal of in connection with the use of the Premises shall be identified on a Hazardous Materials List and made a part of this License. Any such approved storage, treatment, or disposal of toxic or hazardous material by Licensee on the Premises shall be strictly limited to that material required or generated in connection with the authorized and compatible use of the Premises and shall be conducted in a manner consistent with the best interest of national defense as determined by the Secretary of the Navy and applicable law and regulations. As and to the extent caused by or attributable to the Licensee, Licensee shall have continued financial and environmental responsibility or liability for any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or hazardous material within the Premises. Licensee will manage, control and dispose of its hazardous waste and hazardous materials in accordance with Federal, state, and local laws. In addition, Licensee shall implement the environmental requirements of applicable facility plans including but not limited to Spill Plans, Emergency Response Plans, and Hazardous Waste Management Plans. In the event the

EXHIBIT "B"
GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

Licensor approves the storage, treatment, or disposal of toxic or hazardous materials, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs.

17. ENVIRONMENTAL CONDITION OF PREMISES. **Exhibit "C"**, Environmental Condition of Property, sets forth the existing environmental condition of the Premises as represented by a baseline survey conducted by the Licensor. Licensee is hereby made aware of the notifications contained in **Exhibit "C"** and shall comply with all restrictions set forth therein. Licensee shall comply with the following Land Use Controls:

- a. The Gate 29 (Vesta St. and Main St.) location is within an Installation Restoration Program (IRP) Site 22. Past investigations have identified chemicals in groundwater samples at concentrations above screening criteria. These chemicals are Chlorinated Volatile Organic Compounds (CVOC) including benzene and Trichloroethylene (TCE). Personal Protective Equipment shall be used for construction workers if there is the potential to contact contaminated groundwater or soils. There are groundwater monitoring wells located in the area and must not be damaged.
- b. NEX Gas Station Entrance is within the IRP Site 17 boundary. There is the potential to encounter soils within elevated arsenic and lead as well as benzo(a)pyrene and trimethylbenzene during excavation activities. Any excavated soils shall be adequately characterized and properly disposed offsite at a permitted landfill. There's also the potential to encounter groundwater with elevated Total Petroleum Hydrocarbons (TPH) and/or Benzene, Toluene, Ethylbenzene, and Xylene (BTEX). Personal Protective Equipment shall be used for construction workers if there is the potential to contact contaminated groundwater or soils.
- c. Most of the contamination in IRP 17 is located in the north/northwestern portion of the site. Precautions, such as proper Personal Protection Equipment (PPE), should be used to minimize contact with soil, soil vapor, and groundwater. Any soil and groundwater waste generated by activities should be presumptively handled as hazardous until properly characterized. Human Health Risk Assessments (HHRA) tables for NEX Gas Station Entrance are included are contained in **Exhibit "C"**.

~~18. JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL). A Joint Inspection and Inventory Report (JIIR) has been conducted by representatives of the Licensor and the Licensee documenting the condition of the Premises. The report is attached to this License and made a part hereof as **Exhibit "D"**. The Premises shall be delivered to the Licensee on an "As Is, Where Is" basis, and, as such, Licensor makes no warranty relative to the Premises as to its usability generally or as to its fitness for any particular purpose. Any safety and/or health hazards identified and listed as such in the JIIR shall be corrected at the Licensee's expense prior to use and occupancy of the relevant portion of the Premises. Such safety and/or health hazards shall be limited to those identified in the JIIR. In the event this License is terminated and the parties have not agreed to enter into a new License, or another agreement, Licensee shall return the Premises to the Licensor in the same condition in which it was received, reasonable wear and tear and Acts of God excepted. Licensee may, at its expense and with prior written approval of the Licensor: (a) replace any personal property with personal property of like kind and utility, (b) replace any personal property in a good and workmanlike manner, and (c) dispose of any worn out, obsolete or non-functioning personal property, in accordance with applicable laws and regulations. Licensor shall not unreasonably withhold or delay granting its approval to Licensee's request for such actions.~~

19. ADMINISTRATIVE COSTS. At the termination or expiration of this License, at the Licensor's discretion, Licensee shall be responsible for administrative costs associated with completing a final inspection of the premises and updating the Environmental Condition of Property.

20. NOTICES. Correspondence concerning this License shall be provided to both the Local Representative identified in Block 6a. and the Real Estate Contracting Officer identified in Block 10.

21. STATEMENT OF COMPLIANCE. Pursuant 10 U.S.C. § 2662:

- a. This license is not subject to the requirements of this section; or,

EXHIBIT "B"
GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

~~b. This license is subject to the requirements of this section and said requirements have been met.~~

22. ADDITIONS, MODIFICATIONS AND DELETIONS. Prior to the execution of this License, the following provisions were added, modified or deleted:

- a. General Provision 5, UTILITIES AND SERVICES, was modified.
- b. General Provision 17, ENVIRONMENTAL CONDITION OF PREMISES, was modified.
- c. General Provision 18, JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL), was stricken.
- d. General Provision 21, STATEMENT OF COMPLIANCE, was modified.

Installation: Naval Base San Diego, CA

Parcel/Site Location and Description:

There are four locations associated with the renewal of a license agreement between the Department of the Navy and The City of San Diego. Figure 1 presents a map of all locations.

The locations are listed below:

1. The outside lane of Gate 7, San (Vesta Street and Harbor Drive), Vesta Street (Gate 7) approximately 0.0373 acres (1,625 square feet): (1) outbound lane ground detector loops; and (2) traffic ground detection loop electrical communication lines handhole, (Figure 2).
2. The inbound and outbound lanes of Gate 29 (Vesta and Main Street), Vesta Street (Gate 29) approximately 0.030 acres (1,304 square feet): (1) outbound lane ground detector loops; (2) inbound lane, an Electrical Manhole; and (3) Traffic Light Pole on the corner of Vesta and Main Streets sidewalk inside the boundary of Naval Base San Diego. (Figure 3),
3. 32nd Street and Norman Scott Road (Gate 43) encompasses approximately 5,200 square feet (0.119 acres): (1) outbound lane ground detector loops and (2) traffic ground detection loop electrical and communication lines hand-hole (Figure 4).
4. 32nd Street and Norman Scott (NEX Gas Station entrance) approximately 5,000 square feet (0.115 acres): (8) outbound lane ground detector loops; (2) Traffic Signal Poles with Street Lights (2) Pull Boxes; (2) new curb ramps; (1) Controller Cabinet; (1) Meter Pedestal (Figure 4).

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Proposed Real Estate Action Description:

This document is prepared to document environmental conditions influencing the execution of a real estate agreement (succeeding license) for the continued operation, maintenance and repair of the Traffic Light System. The license agreement is for a period of one year.

The ECP Checklist Report is a snapshot of the property at the time and provides notice of potential contamination and Land Use Controls (LUC) to invitees, lessees, employees or others who may enter the site.

During development of the ECP Checklist Report, no intrusive investigation for hazardous materials or chemicals of concern was conducted.

A focused review of state/local information regarding site uses and any hazardous materials, contamination or conditions was performed. Readily available Navy files, records, commercial environmental data reports, historic topographic maps, City Directory, Sanborn Maps, and historical aerial photographs were reviewed. A visual site inspection (VSI) was conducted March 12, 2021 to document the environmental conditions of the property to support the proposed real estate action. A summary of the conditions, sources of information (including location) and any required use restrictions are provided for each environmental condition.

SITE SUMMARY INFORMATION

1. Information regarding site uses and any hazardous materials, contamination, or conditions. All available and pertinent files, records, reports and aerial photographs were reviewed and where necessary, a site inspection and/or personal interviews were conducted to document the environmental conditions of the property to support the proposed real estate action. A summary of the conditions, sources of information (including location), and any required use restrictions are provided for each environmental condition.

Sources utilized for this analysis included:

- 1) Visual Site Inspection (VSI) - Completed March 12, 2021 (Enclosure 1)
- 2) Interviews/Questionnaires
- NAVFAC SW Remedial Project Manager - Completed March 3, 2021.
- 3) Installation Restoration Site Management Plan, 2018
- 4) California State Water Resources Control Board (CSWRCB) GeoTracker Database – March 9-16, 2021
- 5) California Department of Toxic Substances Control Board (DTSC) EnviroStor Database - March 9-16, 2021
- 6) EDR Radius Report – March 10, 2021
- 7) Certified Sanborn Map Report – March 10, 2021
- 8) Historical Topo Map Report (1904-2012) – March 10, 2021
- 9) Aerial Photos (1938-2016) – March 10, 2021
- 10) Environmental Data Resources (EDR) 1 mile environmental records radius map – March 10, 2021
- 11) EDR City Directory Abstract – March 10, 2021
- 12) Final Historical Document Review and Potentially Responsible Parties Identification Report Installation Restoration Program Site 22 Naval Base San Diego (KCH, August 2018)
- 13) Draft Groundwater Monitoring Report April-May 2012, Installation
- 14) Restoration Program (IRP) Site 22, Naval Base San Diego, San Diego, California (NOREAS, October 2012).
- 15) Draft Remedial Investigation Report IRP Site 17, NAVFAC SW, April 2015
- 16) Internet Naval facilities Assets Data Store/GeoReadiness Explorer (INFADS/GRX) Property Record– March 10, 2021
- 17) Final Historical Data Review Report, Underground Storage Tank Historical Review, Naval Base San Diego, San Diego, California. January 2010.
- 18) Final 2011 Site Management Plan, Naval Base San Diego, San Diego, California. December.
- 19) Integrated Natural Resources Management Plan, Naval Base San Diego, California. April 2014.
- 20) Radon Zones - <http://www.city-data.com/radon-zones/California/California.html> - August 24, 2020

A. Parcel/Site Uses:**Prior Uses:**

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Gate 7:

Military Facility

Gate 29:

Military Facility

Gate 43:

Military Facility

NEX Gas Station Entrance:

Military Facility

Current Uses:**Gate 7:**

Military Facility

Gate 29:

Military Facility

Gate 43:

Military Facility

NEX Gas Station Entrance:

Military Facility

Future Uses:**Gate 7:**

Continued use as NBSD Gate 7.

Gate 29:

Continued use as NBSD Gate 29.

Gate 43:

Continued use as NBSD Gate 43.

NEX Gas Station Entrance:

Continued use as NBSD NEX Gas Station Entrance.

B. Contaminants: ☒ Yes ☐ No ☐ Unknown

If yes, please identify contaminant and media:

Gate 7:

None.

Gate 29: The Gate 29 Vesta Street location is within an Installation Restoration Program (IRP) Site 22. Past investigations have identified chemicals in groundwater samples at concentrations above screening criteria. These chemicals are Chlorinated Volatile Organic Compounds (CVOC) including benzene and TCE. Personal Protective Equipment should be used for construction workers if there is the potential to contact contaminated groundwater or soils. There are groundwater monitoring wells located in the area and must not be damaged.

Gate 43:

None.

NEX Gas Station Entrance:

NEX Gas Station Entrance is within the IRP Site-17 boundary (Figure 5). In 1981, during construction, a gasoline product line between two USTs ruptured and approximately 10,000 gallons may have been released to the subsurface in the northeastern corner of IRP Site 17. There is the potential to encounter soils with elevated arsenic and lead as well as benzo(a)pyrene and trimethylbenzene during excavation activities. Any excavated soils will need to be adequately characterized and properly disposed offsite at a permitted landfill. There's also the potential to encounter groundwater with elevated TPH and/or BTEX. Personal Protective Equipment should be used for construction workers if there is the potential to contact contaminated groundwater or soils. BTEX and TMB has been reported in soil vapor in north-central portion of IRP Site 17. Burn ash material and metal debris were encountered during excavation activities in 2004 in the northwestern and western portion of the IRP Site 17.

A Remedial Investigation conducted in 2015 identified Human Health risks as summarized in the tables in Section 2. The Navy is planning to conduct a Feasibility Study recommending Land Use Controls for the soil and soil vapor in one or more location.

Most of the contamination in IRP 17 is located in the north/northwestern portion of the site. Precautions, such as proper Personal Protection Equipment (PPE), should be used to minimize contact with soil, soil vapor, and groundwater. Any soil and groundwater waste generated by activities should be presumptively handled as hazardous until properly characterized.

Human Health Risk Assessments

The HHRA was conducted. Risks were estimated for the most plausible pathways of human exposure, based on reasonably anticipated land uses at IRP Site 17. The exposure scenarios evaluated included current and future industrial/office worker and future construction worker receptor groups. In addition, unrestricted use was evaluated using a hypothetical future residential exposure scenario to determine whether land use restrictions may be needed.

The tables below summarize the risks.

Summary of Risk Estimates for Soil		
Exposure Scenario/Route	Excess Lifetime Cancer Risk	Noncancer Hazard Index
Industrial/Office Worker Scenario		
Soil (0 to 2 ft bgs) Total All Routes	2E-05	0.1
Soil (0 to 10 ft bgs) Total All Routes	3E-05	0.7
Construction Worker Scenario		
Soil (0 to 10 ft bgs) Total All Routes	3E-06	1
Hypothetical Future Residential Scenario		
Soil (0 to 2 ft bgs) Total All Routes	8E-05	0.4

Soil (0 to 10 ft bgs) Total All Routes	1E-04	3
Summary of Risk Estimates for Groundwater		
Exposure Route	Excess Lifetime Cancer Risk	Noncancer Hazard Index
Construction Worker Scenario		
Dermal Contact with Groundwater	3E-08	0.0007

Summary of Vapor Intrusion Risk Estimates to Indoor Air			mry of Vapor Intrusion Risk Estimates to Indoor Air
Exposure Scenario/Route	Excess Lifetime Cancer Risk	Noncancer Hazard Index	
Industrial/Office Worker Scenario Subslab Vapor to Indoor Air			
Inhalation of Indoor Air	Range 2E-08 to 2E-06	Range 0.001 to 0.02	
Hypothetical Future Residential Scenario - Subslab Vapor to Indoor Air			
Inhalation of Indoor Air	Range 1E-07 to 2E-06	Range 0.006 to 0.02	
Industrial/Office Worker Scenario - Soil Vapor to Indoor Air			
Inhalation of Indoor Air	Range ND to 2E-03	Range 0.0000003 to 8	
Hypothetical Future Residential Scenario - Soil Vapor to Indoor Air			
Inhalation of Indoor Air	Range ND to 1E-02	Range 0.000002 to 42	
Summary of Risk Estimates for Construction Worker Inhalation of Trench Air			
Exposure Scenario/Route	Excess Lifetime Cancer Risk	Noncancer Hazard Index	
Inhalation of Trench Air	Range ND to 3E-04	Range 0.000001 to 32	

Notes:

ND = no carcinogens detected.

Exposure Route	Exposure Scenario		
	Industrial /Office Worker	Construction Worker	Hypothetical Future Resident
Surface Soil (0 to 2 ft bgs)	No COCs	NA	No COCs
Shallow Soil (0 to 10 ft bgs)	Lead (EPC 962 mg/kg)	Lead	Lead, Trimethylbenzenes
Subslab Vapors (1 foot bgs)	No COCs	NA	No COCs
Soil Vapors (5.5 feet bgs)	Benzene and Ethylbenzene at SV003	Benzene, Ethylbenzene, Toluene, and Xylenes at SV003	Benzene, Ethylbenzene, Toluene, and Trimethylbenzenes at SV003
Indoor Air	No COCs	NA	No COCs
Outdoor Air	No COCs	NA	No COCs
Shallow Groundwater	NA	No COCs	NA

Notes:

COC = chemical of concern

EPC = exposure point concentration

ft bgs = feet below ground surface

mg/kg = milligrams per kilogram

na = not applicable, not evaluated

Source of Information: Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐ Yes ☒ No

Although there are no current Land Use Controls or Restrictions, precautions for workers within the NEX Gas Station Entrance (IRP 17) should be included.

Precautions: NEX Gas Station Entrance: Precautions, such as proper Personal Protection Equipment (PPE), should be used to minimize contact with soil, soil vapor, and groundwater. Any soil and groundwater waste generated by activities should be presumptively handled as hazardous until properly characterized.

If yes, please identify and explain in detail in Section 2 below.

C. Hazardous Materials Use: ☐ Yes ☒ No ☐ Unknown

Hazardous Materials Storage: ☐ Yes ☒ No ☐ Unknown

Type of Hazardous Materials: None

Type of Use and/or Storage: None.

Source of Information:

Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

D. Treatment, Storage, Disposal of Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

None

Source of Information:

Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

E. Underground Storage Tanks: ☐ Yes ☒ No ☐ Unknown

UST No. _____ Gals. _____ Not applicable. _____

Gate 7:

None.

Gate 29:

None.

Gate 43:

None.

NEX Gas Station Entrance:

None within the license location. USTs are located within the NEX Gas Station (adjacent property).

Source of Information:

Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

F. Above-Ground Storage Tanks: ☐ Yes ☒ No

AST No. Gals. _____ Not applicable.

Gate 7:

None.

Gate 29:

None.

Gate 43:

None.

NEX Gas Station Entrance:

None.

Source of Information:

Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

G. Presence of Polychlorinated Biphenyl's (PCB's): ☒ Yes ☐ No ☐ Unknown

Gate 7:

None.

Gate 29:

None.

Gate 43:

None.

NEX Gas Station Entrance:

PCBs were detected in soil from 0 to 2 feet bgs but below the industrial Regional Screening Level. Aroclor-1260 was reported at a concentration above the Industrial Regional Screening Level in one location from the Remedial Investigation Report for NBSD IRP Site 17

Source of Information:

Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

H. Asbestos: ☐Yes ☐No ☒Unknown

If yes: ☐Friable☐Non-Friable ☐Unknown

Gate 7:

Unknown

Gate 29:

Unknown

Gate 43:

Unknown

NEX Gas Station Entrance:

Unknown

Source of Information:

Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐Yes ☒No

If yes, please identify and explain in detail in Section 2 below.

I. Lead Paint: ☐Yes ☐No ☒Unknown

Gate 7:

Unknown

Gate 29:

Unknown

Gate 43:

Unknown

NEX Gas Station Entrance:

Unknown

Source of Information:

Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐Yes ☒No

If yes, please identify and explain in detail in Section 2 below.

J. Radon: ☐Yes ☒No ☐Unknown

No specific radon tests have been reported. The EPA Radon Zone Map indicates that the Subject Properties are located in EPA Radon Zone 3 with radon levels in Zone 3 less than 2pCi/L. Radon is not expected to pose a concern.

Source of Information:

Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐Yes ☒No

If yes, please identify and explain in detail in Section 2 below.

K. Radiological Materials: ☐ Yes ☒ No ☐ Unknown

Gate 7:

None

Gate 29:

None

Gate 43:

None

NEX Gas Station Entrance:

None

Source of Information:

Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

L. Solid/Bio-Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

Gate 7:

None

Gate 29:

None

Gate 43:

None

NEX Gas Station Entrance:

None

Source of Information:

Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

M. Munitions and Explosives of Concern: ☐Yes ☒No ☐Unknown

Gate 7:

None

Gate 29:

None

Gate 43:

None

NEX Gas Station Entrance:

None

Source of Information:

Refer to Section 1 of Site Summary Information of this report.

Restrictions or Land Use Controls: ☐Yes ☒No

If yes, please identify and explain in detail in Section 2 below.

N. Threatened or Endangered Species: ☐Yes ☒No ☐Unknown

Gate 7:

None

Gate 29:

None

Gate 43:

None

NEX Gas Station Entrance:

None

Source of Information:

Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐Yes ☒No

If yes, please identify and explain in detail in Section 2 below.

O. Natural or Cultural Resources: ☐Yes ☒No ☐Unknown

Gate 7:

None

Gate 29:

None

Gate 43:

None

NEX Gas Station Entrance:

None

Source of Information:

Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐Yes ☒No

If yes, please identify and explain in detail in Section 2 below.

P. Use of Adjacent Property: ☒Yes ☐No ☐Unknown

Current Use:

Gate 7:

Military Facility

Gate 29:

Light Industrial and Military Facility

Gate 43:

Military Facility

NEX Gas Station Entrance:

Military Facility. Storage of hazardous materials and/or waste has occurred

Past Use:

Military Facilities, Light Industrial Use.

Source of Information:

Refer to Section 1 of Site Summary Information of this report.

Restrictions or Land Use Controls: ☐Yes ☒No

If yes, please identify and explain in detail in Section 2 below.

Q. Has the site had any Notices of Violation? ☐ Yes ☒ No

If yes, please explain:

Gate 7:

None

Gate 29:

None

Gate 43:

None

NEX Gas Station Entrance:

None

Source of Information:

Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

R. Additional information or comments regarding questions shown above (*attach sheet(s) if additional room is needed*):

Source of Information: Refer to Section 1 of Site Summary Information of this report

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

2. List of Land Use Controls required for Real Estate Action:

Land Use Controls: None.

Precautions: NEX Gas Station Entrance: Most of the contamination in IRP 17 is located in the north/northwestern portion of the site. Precautions, such as proper Personal Protection Equipment (PPE), should be used to minimize contact with soil, soil vapor, and groundwater. Any soil and groundwater waste generated by activities should be presumptively handled as hazardous until properly characterized. HHRA risk tables for NEX Gas Station Entrance are presented below.

Environmental Condition of Property (ECP) Checklist

Page 13 of 34

1. Signatures

Based on records reviews, site inspections, and interviews, the environmental professional(s) certify that the environmental conditions of the property are as stated in this document and this property is suitable for license renewal.

Environmental Professional :

BUCKNER.GEOFFR
EY.T.1239718201

Digitally signed by
BUCKNER.GEOFFREY.T.1239718201
Date: 2021.03.23 11:02:31 -0700

Signature

Geoff Buckner

Print Name

Business Line Team Leader, EV4

Title

Date

Real Estate Professional:

Digitally signed by
GUMABON.RAQUEL ILAGAN.1386453469
Date: 2021.03.25 15:42:59 -07'00'

Signature

Raquel Gumabon

Print Name

Realty Specialist

Title

03/25/2021

Date

The real estate professional(s) acknowledge any restrictions and/or LUCs, if identified, above and will ensure they are made a part of the license document.

Signature

Print Name

Installation Environmental Program Director

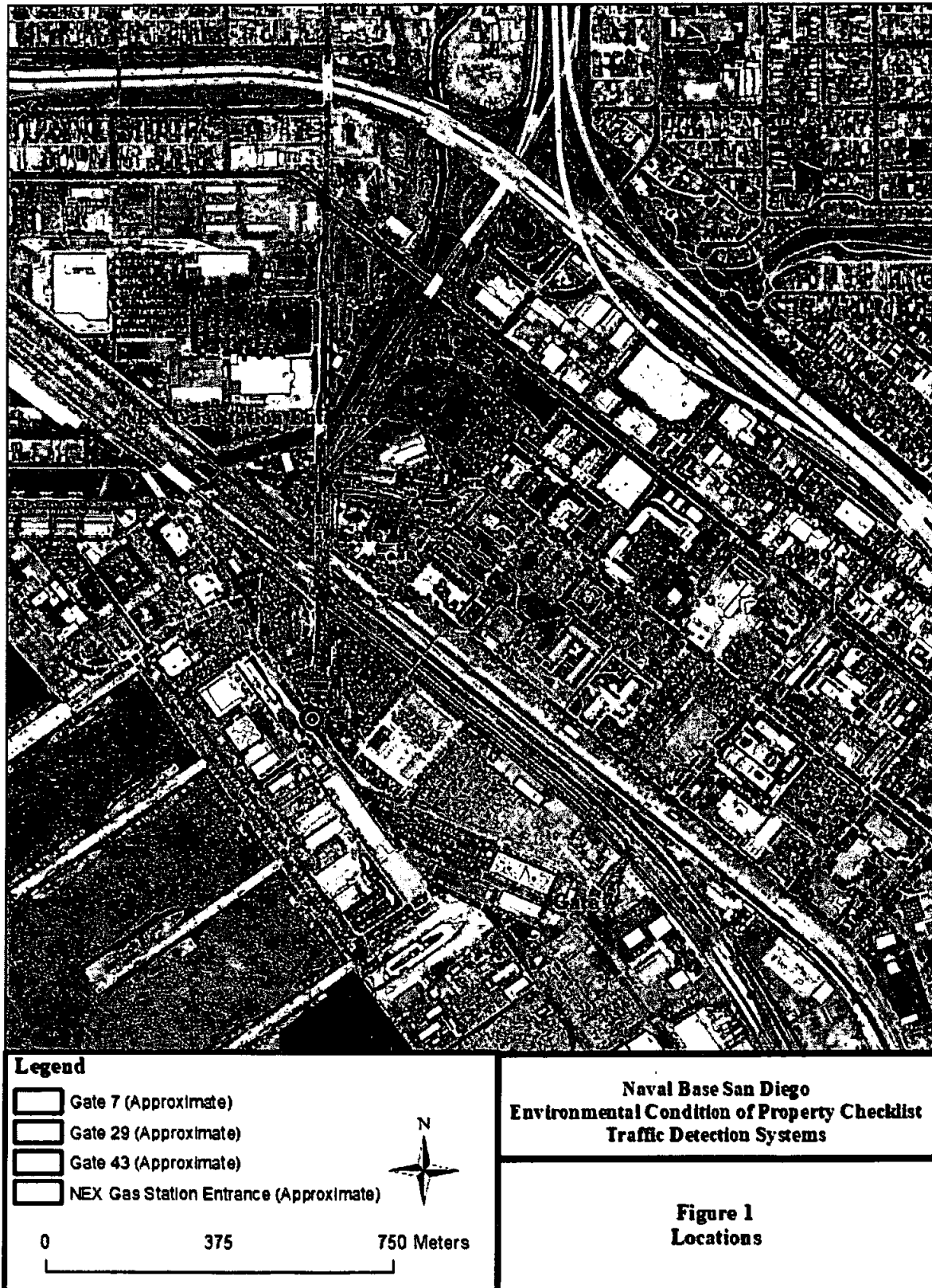
Title

Click here to enter a date.

Date

Attachment Click here to enter text.

Figures





Legend

 Gate 7 (Approximate)

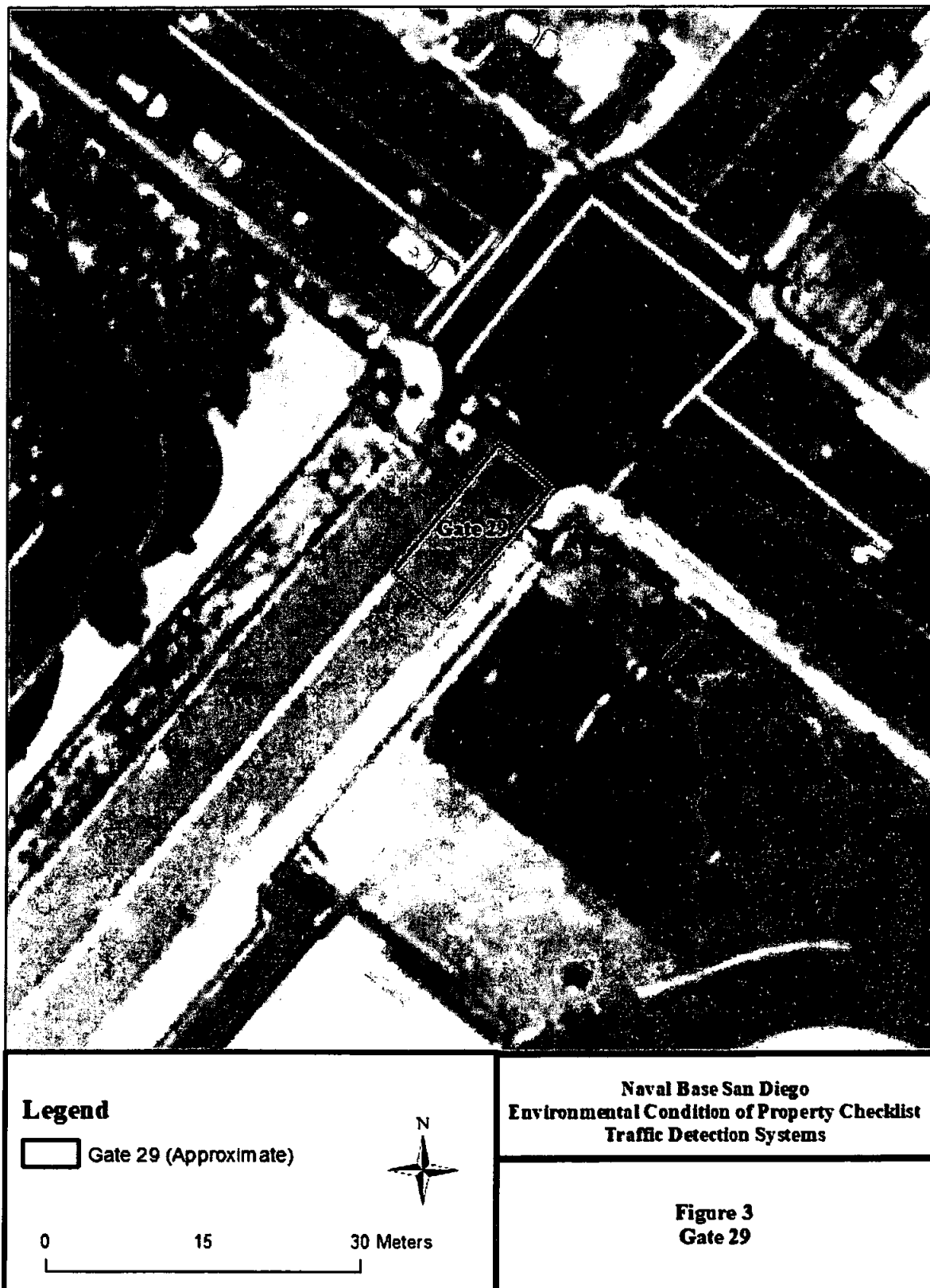


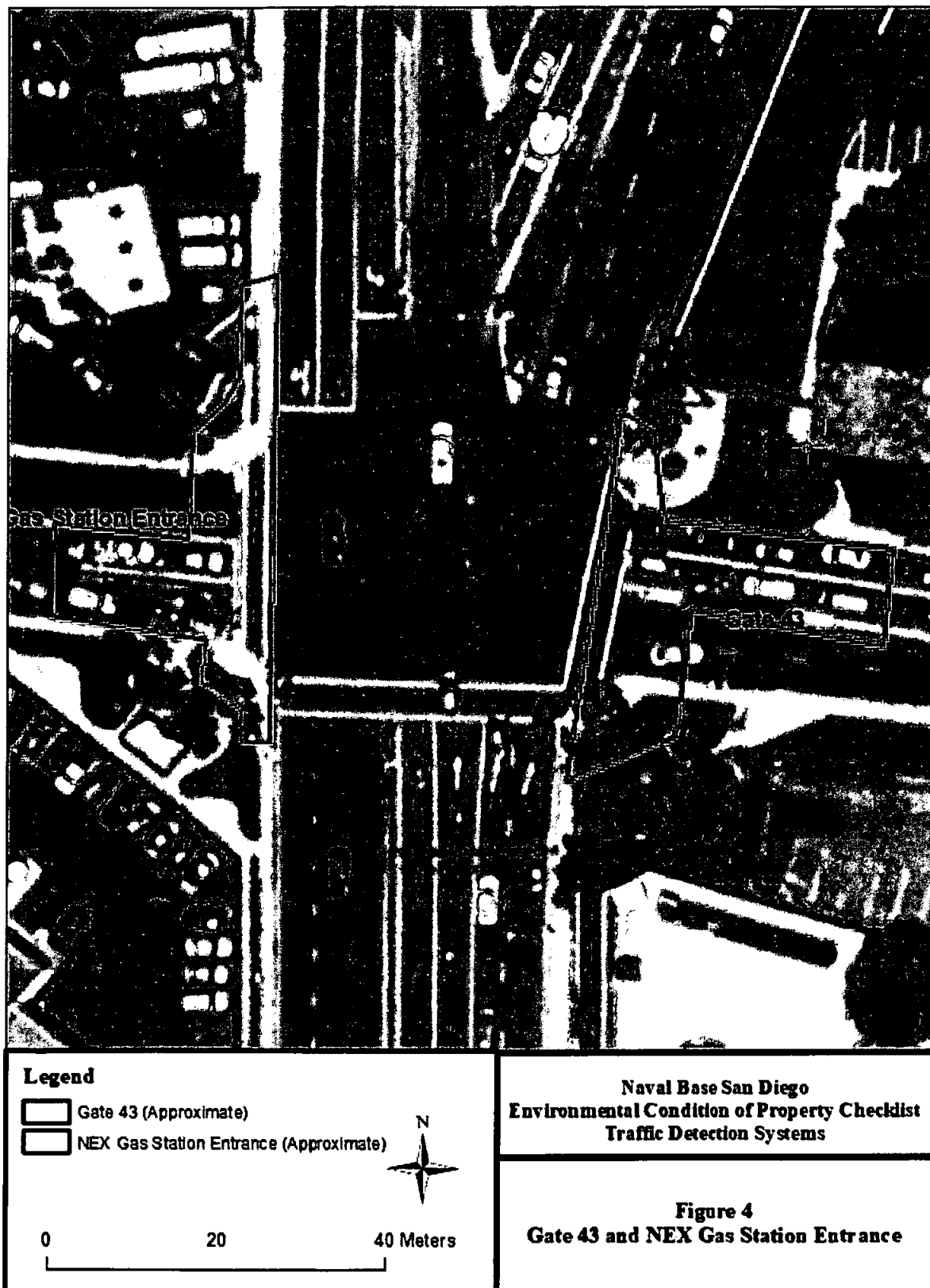
0 15 30 Meters

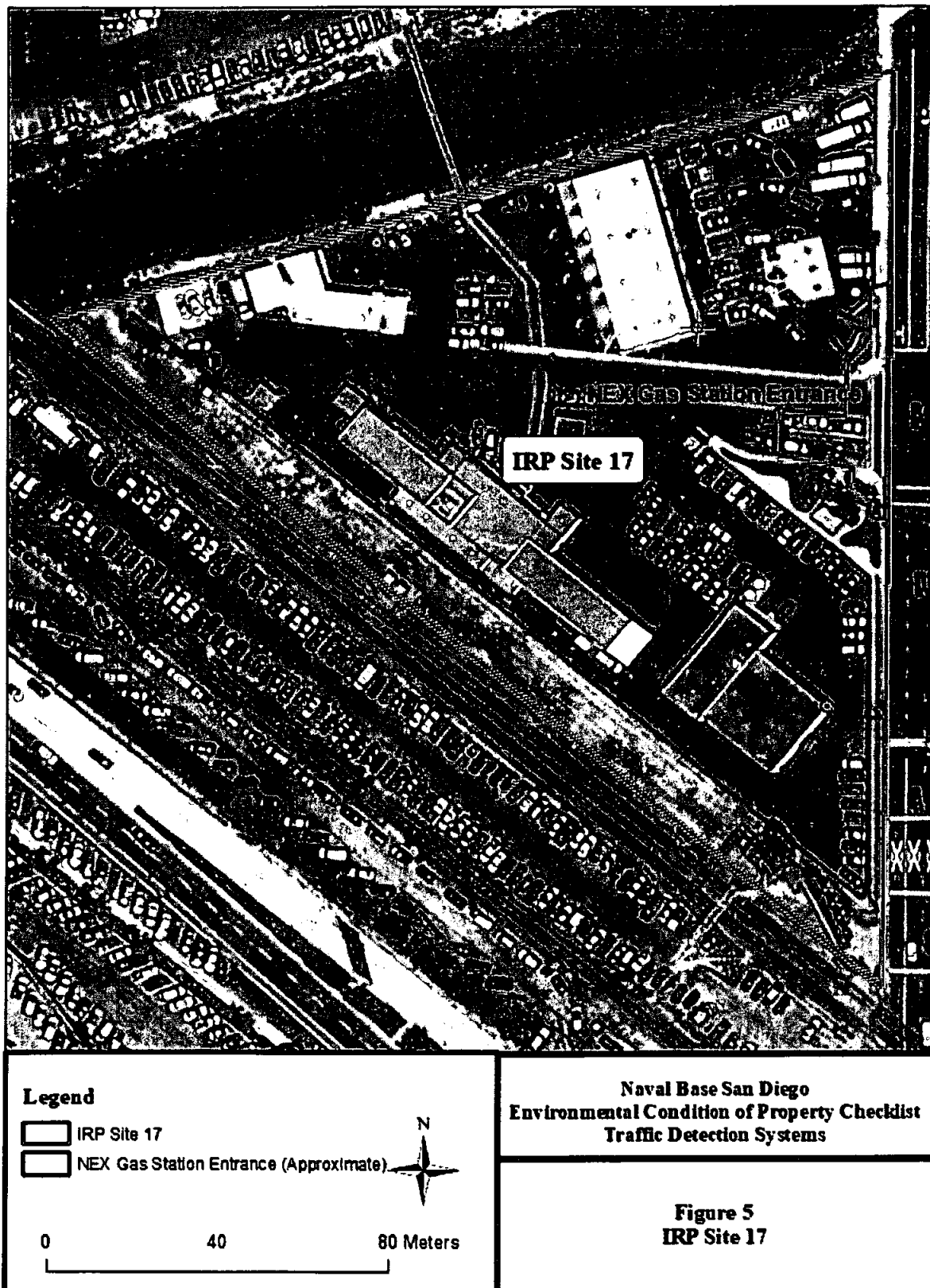


**Naval Base San Diego
Environmental Condition of Property Checklist
Traffic Detection Systems**

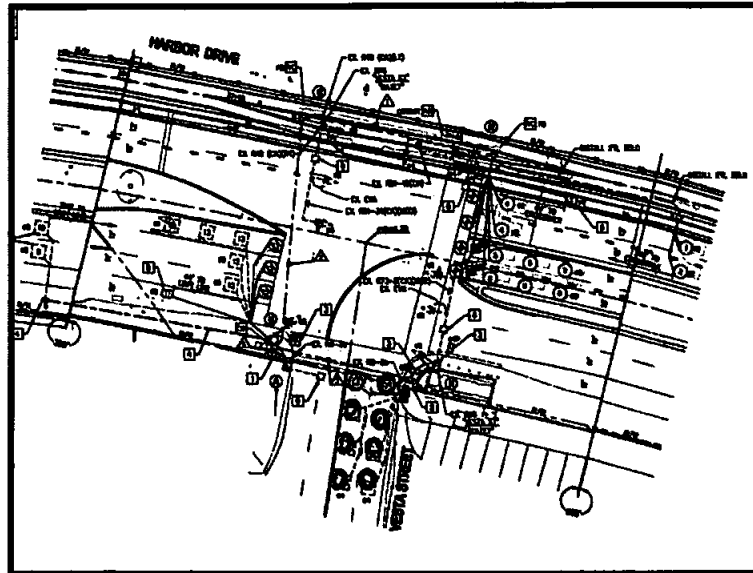
**Figure 2
Gate 7**



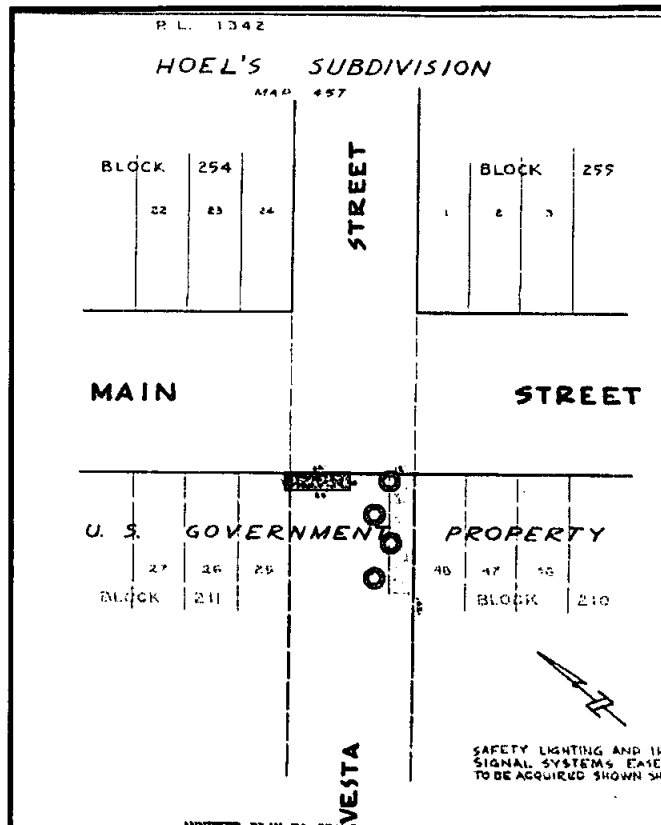




Gate 7



Gate 29



Photographs



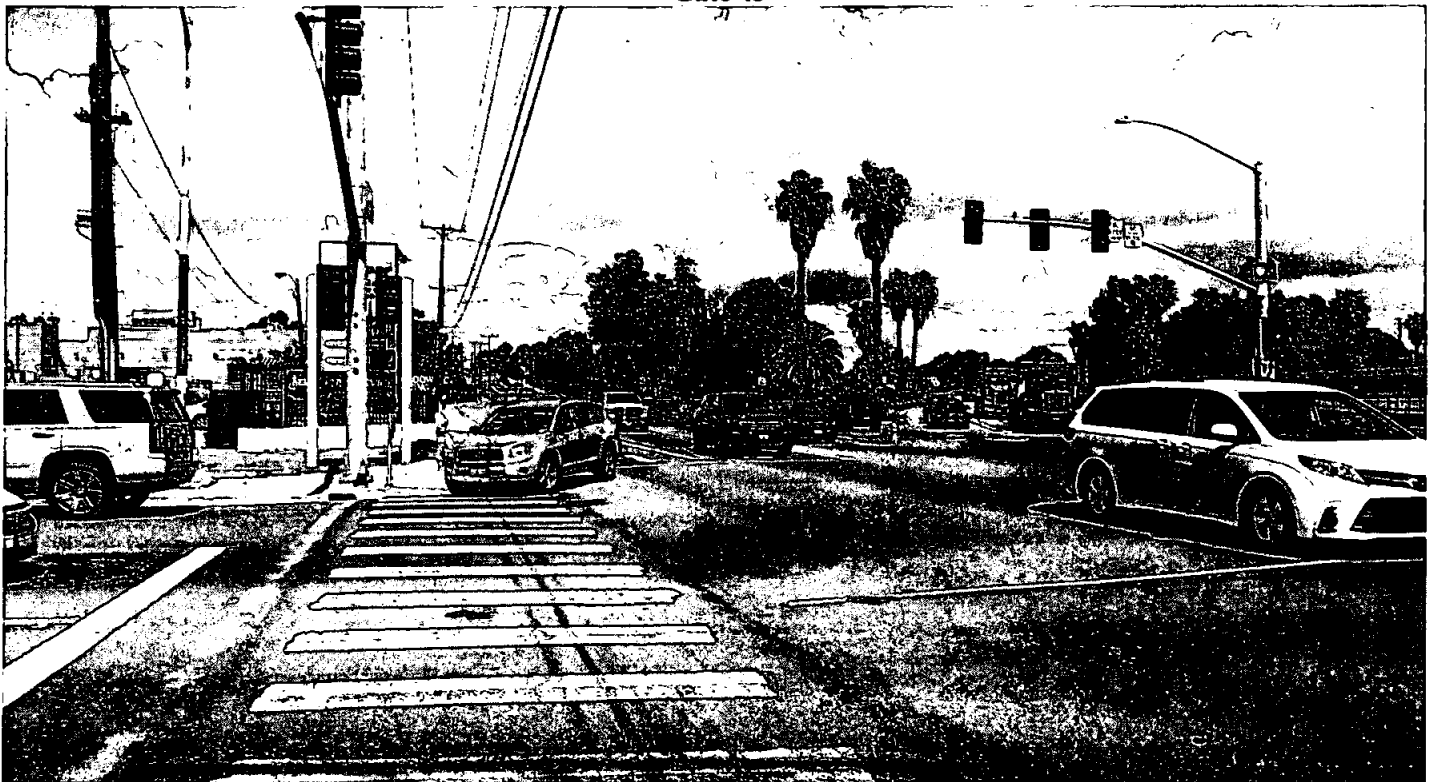
Gate 7



Gate 29



Gate 43



NEX Gas Station Entrance

**Environmental Data Resources (EDR) Report
(Separate File)**



**Environmental Conditions of Property (ECP)
Site Visit
NBSD Gate 7**

Name: Mark Walden

Date: March 12, 2021

Identification of environmental aspects that represents a status of past use, storage, disposal or generation.		
Environmental Aspects	<u>Comments</u>	<u>Observed</u> <u>(Yes/No)</u>
Trash or other debris		No
Waste or other substance containers (55-gal drums, etc.)		No
Agricultural chemical storage or chemical mixing areas.		No
Pole or Pad-Mounted Transformers (note any non-PCB labeling)		No
Miscellaneous PCBs (fluorescent light ballasts, electromagnets, misc. electrical equipment)	Adjacent property contains an electrical substation. No PCB labels observed.	
AST or USTs		No
Piping (e.g., tank vents, unknown piping).		No
Asbestos		No
PCBs		No
Mold		No
Radon.	Located in EPA Radon Zone 3. Zone 3 < 2pCi/L	
Pesticides		No

EXHIBIT "C"

N6247321RP00130

Lead-based paint		No
Pits, Ponds, or Lagoons.		No
Stained soil or pavement.		No
Stressed vegetation.		No
Hazardous Waste Storage.		No
Solid Waste.		No
Waste Water.		No
Process waste water.		No
Wells.		No
Dry wells.		No
Surface water.		No
Storm basins/catch basins.		No
Storm drains.		No
Drains and sumps.		No
Septic system.		No
Loading and unloading areas.		No
Burned or buried debris.		No
Evidence of Munitions		No
Other		No



**Environmental Conditions of Property (ECP)
Site Visit
NBSD Gate 29**

Name: Mark Walden

Date: March 12, 2021

Identification of environmental aspects that represents a status of past use, storage, disposal or generation.		
Environmental Aspects	<u>Comments</u>	<u>Observed (Yes/No)</u>
Trash or other debris		No
Waste or other substance containers (55-gal drums, etc.)		No
Agricultural chemical storage or chemical mixing areas.		No
Pole or Pad-Mounted Transformers (note any non-PCB labeling)		No
Miscellaneous PCBs (fluorescent light ballasts, electromagnets, misc. electrical equipment)		No
AST or USTs		No
Piping (e.g., tank vents, unknown piping).		No
Asbestos		No
PCBs		No
Mold		No
Radon.	Located in EPA Radon Zone 3. Zone 3 < 2pCi/L	
Pesticides		No
Lead-based paint		No
Pits, Ponds, or Lagoons.		No
Stained soil or pavement.		No
Stressed vegetation.		No
Hazardous Waste Storage.		No
Solid Waste.		No
Waste Water.		No

EXHIBIT "C"

N6247321RP00130

Process waste water.		No
Wells.	Monitoring Wells	
Dry wells.		No
Surface water.		No
Storm basins/catch basins.		No
Storm drains.		No
Drains and sumps.		No
Septic system.		No
Loading and unloading areas.		No
Burned or buried debris.		No
Evidence of Munitions		No
Other		No



Environmental Conditions of Property (ECP)

Site Visit

NBSD Gate 43

Name: Mark Walden

Date: March 12, 2021

Identification of environmental aspects that represents a status of past use, storage, disposal or generation.		
Environmental Aspects	<u>Comments</u>	<u>Observed</u> <u>(Yes/No)</u>
Trash or other debris		No
Waste or other substance containers (55-gal drums, etc.)		No
Agricultural chemical storage or chemical mixing areas.		No
Pole or Pad-Mounted Transformers (note any non-PCB labeling)		No
Miscellaneous PCBs (fluorescent light ballasts, electromagnets, misc. electrical equipment)		No
AST or USTs		No
Piping (e.g., tank vents, unknown piping).		No
Asbestos		No
PCBs		No
Mold		No
Radon.	Located in EPA Radon Zone 3. Zone 3 < 2pCi/L	
Pesticides		No
Lead-based paint		No

EXHIBIT "C"

N6247321RP00130

Pits, Ponds, or Lagoons.		No
Stained soil or pavement.		No
Stressed vegetation.		No
Hazardous Waste Storage.		No
Solid Waste.		No
Waste Water.		No
Process waste water.		No
Wells.		No
Dry wells.		No
Surface water.		No
Storm basins/catch basins.		No
Storm drains.		No
Drains and sumps.		No
Septic system.		No
Loading and unloading areas.		No
Burned or buried debris.		No
Evidence of Munitions		No
Other		No



**Environmental Conditions of Property (ECP)
Site Visit
NBSD Gate NEX Gas Station Entrance**

Name: Mark Walden

Date: March 12, 2021

Identification of environmental aspects that represents a status of past use, storage, disposal or generation.		
Environmental Aspects	<u>Comments</u>	<u>Observed</u> <u>(Yes/No)</u>
Trash or other debris		No
Waste or other substance containers (55-gal drums, etc.)		No
Agricultural chemical storage or chemical mixing areas.		No
Pole or Pad-Mounted Transformers (note any non-PCB labeling)		Yes
Miscellaneous PCBs (fluorescent light ballasts, electromagnets, misc. electrical equipment)		No
AST or USTs		No
Piping (e.g., tank vents, unknown piping).		No
Asbestos		No
PCBs		No
Mold		No
Radon.	Located in EPA Radon Zone 3. Zone 3 < 2pCi/L	
Pesticides		No
Lead-based paint		No

Pits, Ponds, or Lagoons.		No
Stained soil or pavement.		No
Stressed vegetation.		No
Hazardous Waste Storage.		No
Solid Waste.		No
Waste Water.		No
Process waste water.		No
Wells.		No
Dry wells.		No
Surface water.		No
Storm basins/catch basins.		No
Storm drains.		Yes
Drains and sumps.		No
Septic system.		No
Loading and unloading areas.		No
Burned or buried debris.		No
Evidence of Munitions		No
Other		No