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RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
NOV 21 2003 AT 8 A.M.

TITLE(S) :

DEED



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D.T.T

FREE 0

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CODE
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Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

6256-004-900

001

THIS FORM NOT TO BE DUPLICATED

11/2/00 03

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FIRST AMERICAN TITLE INSURANCE COMPANY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

U.S. General Services Administration
Property Disposal Division (9PR)
450 Golden Gate Avenue
San Francisco, California 94102-3400
Attention: Director

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED BY THE UNITED STATES

WHEREAS, the North American Aviation Corporation conveyed unto the United States of America by Corporation Grant Deed dated September 14, 1953, and recorded on Certificate No. 2AR-122164, being shown on page 122164 of Volume 2AR of Register of Titles under the Torrens Land Title Registration Act; and

WHEREAS, the Consolidated Vultee Aircraft Corporation conveyed unto the United States of America by Corporation Grant Deed dated September 21, 1953, and recorded in Book No. 42815, Page 190 of the Official Records of Los Angeles County, State of California on September 30, 1953, conferring title to the United States of America; and

WHEREAS, under the provisions of Section 707 of the California Desert Protection Act of 1994, 16 U.S.C. 410 aaa et seq., the Secretary of the Interior is authorized to exchange lands or interests therein for California State School lands or interests therein which are located within the boundaries of one or more of the wilderness areas or park system units designated by that Act and such exchanges shall be made consistent with the requirements of Section 206 of the Federal Land Policy and Management Act of 1976 ("FLPMA") as amended and codified at 43 U.S.C. 1716; and

WHEREAS, under the provisions of Section 206 of FLPMA, the U.S. Department of the Interior, through its Bureau of Land Management (hereinafter referred to as

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"BLM") is authorized to convey land owned by the UNITED STATES OF AMERICA, to THE CITY OF DOWNEY; and

WHEREAS, the BLM delegated to the U. S. General Services Administration its authority to convey real property (including but not limited to the authority to prepare and execute deeds) in a certain Memorandum of Agreement effective on November 7, 1995, by and among the General Services Administration, the California State Lands Commission, and the Department of the Interior; and

NOW, THEREFORE, the UNITED STATES OF AMERICA (the "GRANTOR") in accordance with the FLPMA, does hereby remise, release, and forever quitclaim to the CITY OF DOWNEY, a political subdivision of the State of California, acting by and through the City Council of the City of Downey, and its successors and assigns ("GRANTEE"), and to its successors and assigns, forever, all right, title, and interest in certain real property located in Los Angeles County, California and more particularly described on **Exhibit A**, together with all buildings, improvements, fixtures and equipment located thereon, including, without limitation, that certain Soil Vapor Extraction system comprised of the components identified in **Exhibit B**, excepting and reserving, however, a royalty for oil and gas on the terms set forth below (collectively referred to herein as the "PROPERTY").

EXCEPTING AND RESERVING TO THE UNITED STATES:

A royalty for all oil and or gas, removed, and commercially sold or used, based on the market value at the well head. The royalty due the United States shall be as prescribed for oil and or gas, and payment of it shall be made in the same manner as payment prescribed for under the Act of February 25, 1920 (30 U.S.C. 181, et seq.) as amended and as implemented in regulation, or any provisions of law and regulation which govern the subject materials from public lands at the time such royalties become due.

THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- 1. CONDITION OF PROPERTY.** The PROPERTY is conveyed "As Is" and "Where Is" without representation, warranty, or guaranty of any kind, (except as expressly stated below in Paragraph 4), as to any matter related to the conveyance including, but not limited to, the quantity, quality, character, condition (including patent and latent defects), size, habitability, or kind of the PROPERTY or any structures or fixtures attached to the PROPERTY or that the same is in a condition or fit to be used for the purpose for which intended by the GRANTEE. GRANTEE covenants that GRANTEE has inspected, is

03 3518854

aware of, and accepts the condition and state of repair of the PROPERTY, and further acknowledges that the GRANTOR has not made any representation, warranty, or guaranty (except as expressly stated below in Paragraph 4) concerning the condition of the PROPERTY.

- 2. **THIS CONVEYANCE IS MADE SUBJECT TO** all covenants, reservations, easements, restrictions, and rights, recorded or unrecorded for public roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and other rights-of-way, including but not limited to the specific easements, reservations, rights and covenants described herein, or disclosed of record or indicated by any facts which a physical inspection or accurate survey of the PROPERTY may disclose.

- 3. **NON DISCRIMINATION COVENANT.** GRANTEE covenants for itself, and its assigns and every successor in interest to the PROPERTY hereby conveyed, or any part thereof, that the said GRANTEE and any successor and/or assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the PROPERTY, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the PROPERTY hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

- 4. **HAZARDOUS SUBSTANCE ACTIVITY.** GRANTOR has determined that the PROPERTY is environmentally suitable for transfer to the GRANTEE and has informed the GRANTEE of the environmental condition of the PROPERTY hereby conveyed. In accordance with Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, and codified at 42 U.S.C. §9620(h)(3), and pursuant to the terms of the "Covenant Deferral Request for the 96 Acre Parcel (Approximately), National Aeronautics and Space Administration Industrial Plant, Downey, California", dated December 20, 2001, by the Associate Administrator for Management Systems, National Aeronautics and Space Administration, and approved September 15, 2003, by the Governor of the State of California, (hereinafter referred to as the "CDR"), the GRANTOR includes the following notices, covenants, reservations, and warranties that run with the land and inure to the benefit of the GRANTOR and GRANTEE,

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and their respective successors and assigns, as the case may be:

(a) NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY. Pursuant to Section 120(h)(3)(A)(i) of CERCLA, as amended (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that **Exhibit C** provides the following information: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the PROPERTY; (2) the time such storage, release or disposal took place; and (3) a description of remedial action taken, if any.

(b) CERCLA COVENANT. GRANTOR warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the PROPERTY on the date of this conveyance.

(1) This covenant shall not apply:

(i) in any case in which GRANTEE, its successor(s) or assign(s), or any successor in interest to the PROPERTY or part thereof is a Potentially Responsible Party ("PRP") with respect to the PROPERTY immediately prior to the date of this conveyance; OR

(ii) to the extent, but only to the extent, that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(A) results in a release or threatened release of a hazardous substance that was not located on the PROPERTY on the date of this conveyance; OR

(B) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event GRANTEE, its successor(s) or assign(s), seeks to have GRANTOR conduct any additional response action, and, as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, GRANTEE, its successor(s) or assign(s), shall provide GRANTOR 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must

03 3518854

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include credible evidence that:

- (i) the associated contamination existed prior to the date of this conveyance; and
- (ii) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.

(c) ACCESS. GRANTOR reserves a right of access to all portions of the PROPERTY for environmental investigation, remediation or other corrective action. This reservation includes the right to use available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the PROPERTY and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells and pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

(d) USE RESTRICTIONS AND COVENANTS.

(1) GRANTEE covenants and agrees for itself, its successors and assigns and every successor in interest to the PROPERTY, that except for the purposes of groundwater investigation, monitoring, remediation, or treatment, it shall not construct or permit to be constructed any well, and shall not extract, utilize, consume, or permit to be extracted, any water from the aquifers below the surfaces of the ground within the boundary of the PROPERTY for the purpose of human consumption, or other use, unless such groundwater has been tested and found to meet applicable environmental standards for human consumption, or such other use, and such owner or occupant shall first have obtained written approval of the appropriate state regulatory authority. The costs associated with obtaining use of such water, including, but not limited to, the costs of permits,

03 3518854

studies, analysis, or remediation, shall be the sole responsibility of the owner, its successors and assigns, without cost whatsoever to the GRANTOR.

(2) GRANTOR warrants that the PROPERTY is being remediated for non-residential use. GRANTEE covenants and agrees for itself, its successors and assigns and every successor in interest to the PROPERTY, or part thereof, that use of the PROPERTY for any residential use or other use materially involving the regular, repetitive presence on the PROPERTY of children, elders, or sick persons (such as any child care center, school for children, playground for children, hospital, or convalescent or nursing home for the care of medical patients or retirees) (collectively, "Children, Elder and Sick Person Uses") shall require further evaluation, investigation and review by the California Regional Water Quality Control Board – Los Angeles Region ("Water Board") or by another applicable regulatory authority, which review may require further remediation of the PROPERTY in addition to remediation required for nonresidential use and/or implementation of mitigation measures such as vapor barriers. In the event that additional evaluation or remediation of hazardous substances in, on, or under the PROPERTY or implementation or evaluation of additional measures to mitigate the impact of hazardous substances in, on or under the PROPERTY (in each case, in addition to the evaluation, remediation and/or mitigation measures, as applicable, otherwise so required for non-residential use of the PROPERTY) (such additional evaluation, remediation and mitigation measures being referred to herein collectively as "Additional Evaluation, Remediation and Mitigation Measures") is required by the Water Board or any other State of California or Federal Governmental regulatory authority having jurisdiction over hazardous substances in, on, or under the PROPERTY in order to permit residential and/or Children, Elder and Sick Person Use on the PROPERTY, or on account of the placement and operation of residential and/or Children, Elder and Sick Person Use on the PROPERTY, then GRANTEE, or its successors or assigns, shall perform all such Additional Evaluation, Remediation and Mitigation Measures required by the Water Board or such other governmental regulatory authority in order to permit such residential and/or Children, Elder and Sick Person Use on the PROPERTY or on account of the placement or location of such residential and/or Children, Elder and Sick Person Use on the PROPERTY, with all costs associated with any such Additional Evaluation, Remediation and Mitigation Measures being the sole responsibility of the GRANTEE, and its successor(s), assign(s), without cost whatsoever to GRANTOR. In addition, in the event GRANTEE, or its successor(s) or assign(s) desire to use the PROPERTY for any residential and/or Children, Elder and Sick Person Use, then the party desiring such

03 3518854

residential and/or Children, Elder and Sick Person Use (GRANTEE or its successors or assigns) shall further comply with all additional governmental laws, rules, regulations and ordinances pertaining thereto, including, but not limited to, zoning requirements and the requirements of all applicable regulatory authorities (which would not otherwise be applicable, but for the residential and/or Children, Elder and Sick Person Use). The placement of nonresidential uses (such as, but not limited to, parking garages, administrative offices, and commercial service functions) serving Children, Elder and Sick Person Uses shall not be subject to the provisions of the foregoing sentence or any part of this Section 4(d)(2).

(3) GRANTEE, its successors and assigns shall use reasonably available construction and property management practices and techniques for protecting human health and the environment.

(4) Notwithstanding the foregoing, GRANTEE and its successors and assigns may use the PROPERTY for any use prohibited by Paragraph 4(d) above if GRANTEE (1) performs all environmental remediation activities (as that term is most liberally defined) which may be required as a result of such other uses by all appropriate regulatory authorities, including, but not limited to the Water Board, California Department of Toxic Substances Control, the California Environmental Protection Agency, or their successors, and the United States Environmental Protection Agency, and (2) obtains any necessary approvals for said re-use from said regulatory authorities. If GRANTEE, and its successors and assigns, engages in or undertakes uses of the PROPERTY in violation of Paragraph 4(d) above, then (i) GRANTOR shall have no liability for any environmental remediation costs to the extent the same are in excess of those costs which would have occurred had the PROPERTY been developed solely in accordance with Paragraph 4(d) set forth above, and (ii) GRANTEE, and its successors and assigns, waives any right to claim such excess costs from GRANTOR.

5. NOTICE OF THE PRESENCE OF ASBESTOS.

- (a) The GRANTEE, its successors and assigns, are warned that the PROPERTY contains asbestos-containing materials. No warranties, either express or implied, are given with regard to the quantity, location or condition of the asbestos-containing material. The GRANTEE, its successors and assigns, shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the PROPERTY, including any asbestos hazards or concerns. GRANTEE acknowledges that GRANTEE was given every opportunity to inspect the PROPERTY to assess the risk, if any, from asbestos-

containing material. The Government has not tested and does not intend to test for asbestos.

- (b) The GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE or to the GRANTEE's successors, assigns, employees, invitees, or any other person subject to GRANTEE's control or direction, 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 which occurs following the date hereof, whether the GRANTEE, its successors or assigns has or have properly warned (or failed to properly warn) the individual(s) injured. The GRANTEE, its successors and assigns, further agree, that in its use and occupancy of the PROPERTY, it will comply with all Federal, State, and local laws relating to asbestos.

6. NOTICE OF THE POSSIBLE PRESENCE OF LEAD-BASED PAINT.

GRANTEE is hereby informed and does acknowledge that with respect to buildings on the PROPERTY and existing on the date of this Deed ("Existing Buildings") which were constructed prior to 1978 ("Pre-78 Buildings") and, as with all such property, a lead-based paint hazard may be present. GRANTEE, its successors and assigns, covenants that they shall not permit the use of any such Pre-78 Buildings for residential habitation, or any other long term uses (such as elementary or nursery schools) involving the presence of children, unless and until GRANTEE first has eliminated the hazards of lead-based paint by treating any defective lead-based paint surface in accordance with all applicable laws and regulations. According to the Consumer Product Safety Commission and the President's Council on Environmental Quality, lead is a special hazard to small children. The Government has not tested and does not intend to test for lead-based paint.

7. HISTORIC PRESERVATION COVENANTS.

- (a) The GRANTEE, its successors or assigns, shall preserve in-place a portion of Building 1 ("Building 1 Portion") most specifically, the original wing constructed by E.M. Smith in 1929 and the engineering addition designed by Gordon Kaufmann and constructed between 1939 and 1942, including the terrazzo insignia of the Consolidated Vultee Aircraft Corporation that is in the rotunda of the Kaufmann-designed wing. These improvements are delineated in **Exhibits D and E** respectively.
- (b) The GRANTEE, its successors or assigns, shall preserve, rehabilitate, and maintain the Building 1 Portion in accordance with the recommended approaches in "The Secretary of the Interior's Standards for

Rehabilitation and Guidelines for Rehabilitating Historic Buildings”
(National Park Service, 1992).

(c) The GRANTEE, its successors or assigns, shall preserve the brick-lined concrete walkway panels currently situated in front of Building 290 and, in cooperation with the Downey Historical Society (“Society”), and the Aerospace Legacy Foundation (“Foundation”), integrate these small features into its design for the reuse of the PROPERTY in such a way as to make it readily accessible to the interested public during reasonable days and hours, in order to commemorate the significant contribution the Apollo Space Program has made to the City of Downey and the American Space Program. These features are delineated in **Exhibit F**.
Notwithstanding the foregoing, the concrete panels may be relocated.

(d) The GRANTEE, its successors or assigns, in cooperation with the Society and the Foundation, shall incorporate into development and reuse of the PROPERTY an interpretive display of photographs highlighting the significant events and persons associated with the PROPERTY. The interpretive display shall be readily accessible to the interested public during reasonable days and hours.

(e) The GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the PROPERTY hereby conveyed, or any part thereof, that the real PROPERTY above described is hereby conveyed subject to the conditions, restrictions, and limitations hereinafter set forth which are covenants running with the land; that the GRANTEE, its successors, and assigns, covenants and agrees, that in the event that the PROPERTY is sold or otherwise disposed of, these covenants and restrictions shall be inserted in the instruments of conveyance, in a manner consistent with California State law regarding assignments and assumptions.

(f) In the event of violation of the above restrictions, the United States of America, following reasonable notice to the GRANTEE its successors, and assigns and every successor in interest to the PROPERTY hereby conveyed, or any part thereof, may institute a suit to enjoin such violation or to require the restoration of the PROPERTY, or for damages by reason of any breach thereof.

8. **GRANTEE AND GRANTOR COVENANT**, for themselves and their successors and assigns, that any and all covenants described in this Deed shall run with the land and bind the GRANTEE and any successors and assigns of the GRANTEE to the restrictions, agreements and promises made in such covenants in perpetuity. The GRANTOR shall be deemed to be a beneficiary of all covenants and warranties without regard to whether it

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remains the owner of any land or interest therein in the locality of the PROPERTY hereby conveyed.

IN WITNESS WHEREOF, the undersigned officer of the General Services Administration has caused this quitclaim deed to be executed in San Francisco, California, the 7th day of November in 2003.

Clark Van Epps

CLARK VAN EPPS
Contracting Officer
General Services Administration
Property Disposal Division, 9PR
San Francisco, California

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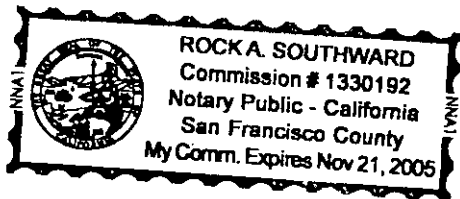
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss:
City and County of San Francisco)

On this 7th day of November, 2003, before me, Rock Southward, the undersigned Notary Public, personally appeared Clark Van Epps, Contracting Officer for the United States General Services Administration, Region 9, San Francisco, California, personally known to me to be the person whose name is subscribed on the document and who acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument on behalf of the United States of America, acting by and through the Administrator of the General Services Administration, executed the instrument.

WITNESS my hand and official seal.

(S E A L)



Rock A. Southward
Rock Southward
Notary Public, in and for the City
and County of San Francisco,
State of California
My commission expires 11/21/2005

03 3518854

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On November 20, 2003, before me, Joyce Doyle, a Notary Public in and for said state, personally appeared John Michicoff, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

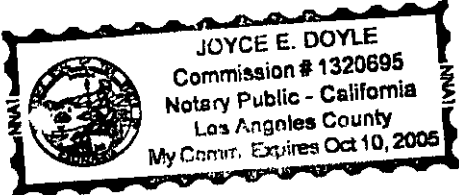
WITNESS my hand and official seal.

Joyce E. Doyle

Notary Public in and for said State



(SEAL)



Parcels 1 & 2
NASA Industrial Plan
Downey, California
GSA Control No 9-Z-CA-1536

ACCEPTANCE

The CITY OF DOWNEY, acting by and through the City Council of the City of Downey, GRANTEE, hereby accepts this Quitclaim Deed by the United States and accepts and agrees to all the terms, covenants, conditions and restrictions contained therein.

City of Downey
GRANTEE

By: *John Michicoff*
John Michicoff, Finance Director



ILLEGIBLE NOTARY DECLARATION

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY JOYCE E DOYLE

DATE COMMISSION EXPIRES OCT 10, 2005

NOTARY IDENTIFICATION NUMBER 1320695

MANUFACTURER / VENDOR IDENTIFICATION NUMBER NNAI

PLACE OF EXECUTION NORWALK

DATE 11/21/03


SIGNATURE (FIRM NAME IF ANY)

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LEGAL DESCRIPTION

PARCEL 1

These portions of Lots 2 and 3 and the northwest quarter of the south west quarter of fractional Section 10, Township 3 South, Range 12 West, in the Rancho Santa Gertrudes, in the City of Downey, County of Los Angeles, State of California as per map recorded in Book 1, Page 502, of Miscellaneous Records, records of said County, described as a whole as follows:

Beginning at a point on the northerly line of Lot 2 in said northwest quarter of fractional Section 10, said line also being the northerly line of Stewart and Gray Road, 80 feet wide, distant thereon South 89 degrees 52 minutes 14 seconds West 646.51 feet from the northeast corner of said Lot 2; thence on a line between said point of beginning and the southwest corner of the southeast quarter of the northeast quarter of the southwest quarter of said fractional Section 10, South 0 degrees 13 minutes 16 seconds West 1722.21 feet; thence South 89 degrees 51 minutes 04 seconds West 318.22 feet; thence South 0 degrees 08 minutes 56 seconds East 70.39 feet; thence South 89 degrees 46 minutes 04 seconds West 1039.00 feet; thence South 0 degrees 08 minutes 56 seconds East 25.70 feet; thence South 89 degrees 51 minutes 04 seconds West 357.50 feet to the northwesterly line of said fractional Section 10, said line being parallel with and distant 20.00 feet southeasterly, measured at right angles, from the centerline of Lakewood Boulevard, 80 feet wide, as shown on County Surveyors B Series Map No. 1147, on file in the office of the County Engineer of said County; thence along said northwesterly line of fractional Section 10, North 31 degrees 41 minutes 38 seconds East 1583.10 feet to an angle point; thence along same North 31 degrees 29 minutes 35 seconds East 558.11 feet to the northerly line of said Lot 2; thence along said northerly line, North 89 degrees 52 minutes 14 seconds East 597.82 feet to the point of beginning.

dl ch 1901 survey legal record 1.doc
April 7, 1997
DCC:je

Sheet 1 of 2

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PSOMAS

EXHIBIT A

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Except the northwesterly 20 feet of that portion lying southerly of the southerly line of the land described in the deed to J. H. Klien, as recorded in Book 20, Page 567 of Deeds, records of said County, included in roads.

This Legal Description as described is delineated on the accompanying "CITY OF DOWNEY - NASA EXHIBIT MAP" and is made a part hereof for reference purposes.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the state of California.



Robert C. Olson

Robert C. Olson, PLS 5490

Psomas and Associates

Date: 4.03.98

PSOMAS 90 Planning Department, Inc.
April 7, 1998
RCC/abc

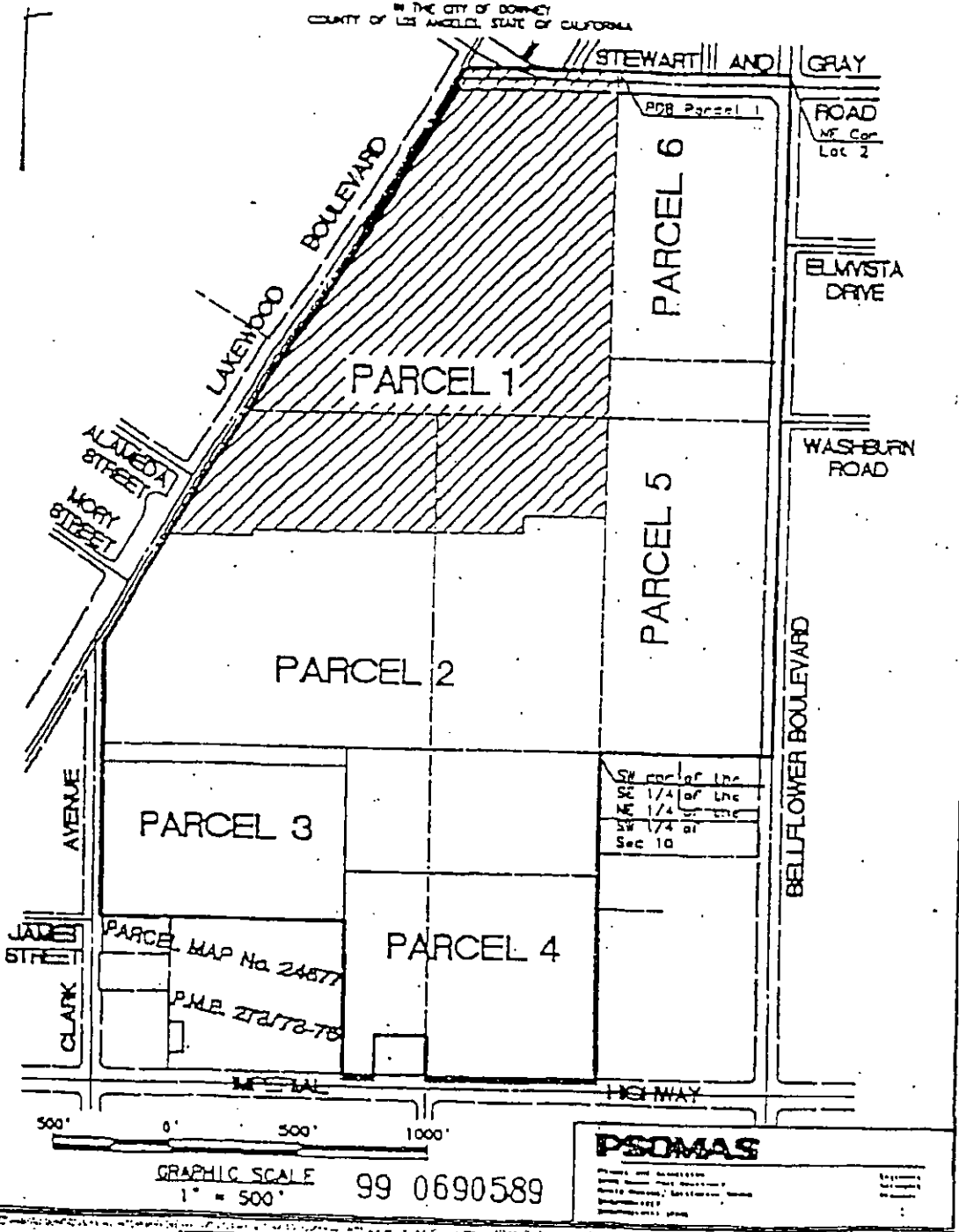
Sheet 2 of 2

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CITY OF DOWNEY - NASA EXHIBIT MAP PARCEL 1

IN THE CITY OF DOWNEY
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



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PSOMAS

LEGAL DESCRIPTION

PARCEL 2

That portion of the southwest quarter of fractional Section 10, Township 3 South, Range 12 West, in the Rancho Santa Gertrudes, in the City of Downey, County of Los Angeles, State of California as per map recorded in Book 1, Page 502, of Miscellaneous Records, records of said County, described as follows:

Beginning at a point on the northerly line of Lot 2 in said northwest quarter of fractional Section 10, said line also being the northerly line of said Stewart and Gray Road, 80 feet wide, distant thence South 89 degrees 52 minutes 14 seconds West 646.51 feet from the northeast corner of said Lot 2; thence on a line between said point of beginning and the southwest corner of the southeast quarter of the northeast quarter of the southwest quarter of said fractional Section 10, South 0 degrees 13 minutes 16 seconds West 1722.21 feet to the true point of beginning; thence South 89 degrees 51 minutes 04 seconds West 318.22 feet; thence South 0 degrees 08 minutes 56 seconds East 70.39 feet; thence South 89 degrees 46 minutes 04 seconds West 1039.00 feet; thence South 0 degrees 08 minutes 56 seconds East 25.70 feet; thence South 89 degrees 51 minutes 04 seconds West 333.96 feet to the southeasterly line of Lakewood Boulevard, 80 feet wide, as shown on County Surveyors B Series Map No. 1147, on file in the office of the County Engineer of said County; thence along said southeasterly line of Lakewood Boulevard South 31 degrees 41 minutes 38 seconds West 505.70 feet to the easterly line of Clark Avenue, 70 feet wide, as shown on said County Surveyors B Series Map No. 1147; thence along said easterly line of Clark Avenue South 0 degrees 03 minutes 38 seconds West 465.36 feet to a line which is parallel with and 593.40 feet northerly, measured at right angles, from the northerly line of Parcel Map No. 24577, in said City, as per map filed in Book 273, Pages 73 through 75, inclusive of Parcel Maps, records of said County; thence along said parallel line North 89 degrees 51 minutes 30 seconds East 962.26 feet to the northerly prolongation of the easterly line of said Parcel Map No.

encl 1901 survey map parcel 2
April 4, 1998
JDC/jc

Sheet 1 of 2

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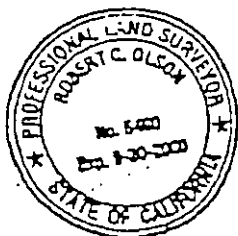
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PSOMAS

1 24577; thence along said northerly prolongation South 0 degrees 00 minutes 20 seconds
 2 East 407.41 feet to a line parallel with and 844.00 feet northerly, measured at right
 3 angles to the southerly line of fractional Section 10; thence along said parallel line North
 4 89 degrees 51 minutes 30 seconds East 991.56 feet to the easterly line of the westerly
 5 half of the southeast quarter of the southwest quarter of said fractional Section 10;
 6 thence North 0 degrees 02 minutes 18 seconds West 477.41 feet to the southwest corner
 7 of the southeast quarter of the northeast quarter of the southwest quarter of said
 8 fractional Section 10; thence North 0 degrees 13 minutes 16 seconds East 922.82 feet to
 9 the true point of beginning.

11 This Legal Description as described is delineated on the accompanying "CITY OF
 12 DOWNEY - NASA EXHIBIT MAP" and is made a part hereof for reference purposes.

14 This legal description is not intended to be used in the conveyance of land in violation
 15 of the Subdivision Map Act of the state of California.



Robert C. Olson

Robert C. Olson, PLS 5490

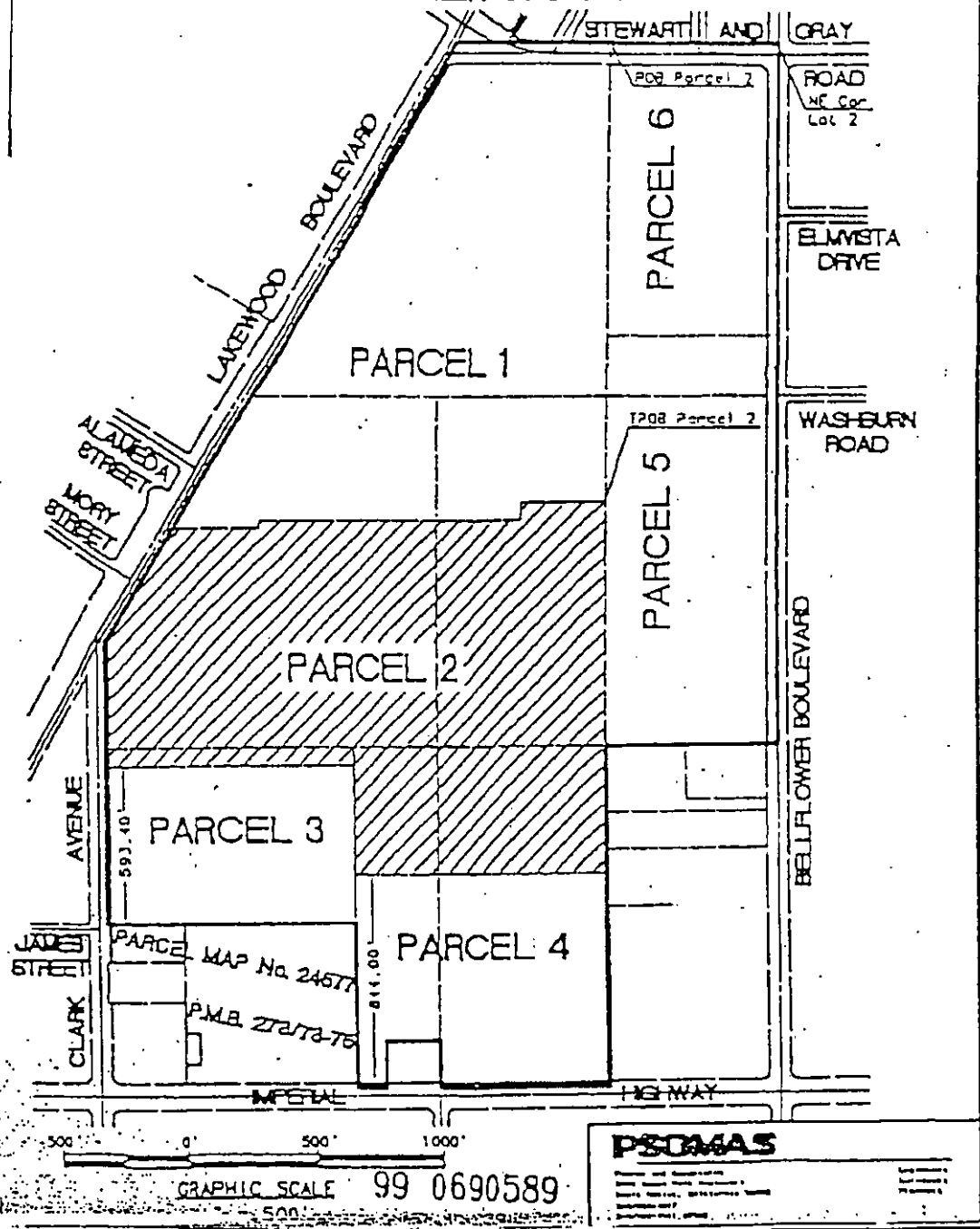
Psomas and Associates

Date: 4.08.97

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CITY OF DOWNEY - NASA EXHIBIT MAP PARCEL 2

IN THE CITY OF DOWNEY
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



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EXHIBIT "B"
Soil Vapor Extraction System Components
NASA Industrial Plant Site, Downey, CA

1. Two chiller units
2. Eight regeneration metal tanks (2' x 4' x 4')
3. One broken and disassembled VES blower
4. Eleven pallets of 14" PVC piping, fittings, flanges, 90-degree elbows, and butterfly valves
5. One standby VES skid without motor and blower
6. One 850-gallon holding tank (polyethylene)
7. One VES skid with sound enclosure
8. KO tank with liquid transfer pump
9. One 14" particulate filter enclosure with 3 spare filters
10. One wooden power pole
11. One 5 KVA 480 volt transformer

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NIP DOWNEY Parcel I and II Hazardous Substances Stored One Year or More, Released, or Disposed

Chemical	Quant	Units	Storage-Release-Disposal	Date of S.N.D.	Comments
Water Treatment Chemicals (Baz Entec)	455	gal	S	NA	
Water Treatment Chemicals (Baz Entec)	NA	gal	R	Apr-92	remediated
CECS (Fron, Racon 11, Racon 113, Forane 22, Generon 123, Trichloromonobromochloroethane)	316	gal	S	NA	
Solvents (Acetone, Toluene, Methyl ethyl ketone, 1,1,1-TCA, Trichloroethylene)	120	gal	S	NA	
Solvents (Isopropyl alcohol, Ethylene) Trichloroethylene	4000	gal	S	1983	Tank presumed removed
1,1,1-Trichloroethane	110	gal	R	1983	presumed remediated
Solvents	NA	gal	R	1988	remediated
1,1,1-Trichloroethane	35	gal	R	NA	Tanks removed 96
FCOLs (Gauline, Diesel, Kerosene, Oil, Lubricants, Hydraulic Fluid)	75000	gal	S	NA	
Soluble Quenching Oil #2	NA	gal	S	NA	Active tank as of Jan, 2000
Diesel	60	gal	R	Dec-88	remediated
Diesel	20	gal	R	Mar-90	remediated
Diesel	500	gal	R	Oct-91	remediated
Oil	10	gal	S	NA	
Metal Enchant (Titanium, Inconel, Dacril) & Sodium Carbonate) & Aluminum Etch (Sulfuric Acid & Sodium dichromate)	11000	gal	R	Oct-90	remediated
Sodium dichromate	110	lbs	R	Mar-89	presumed remediated
Sodium dichromate	175	lbs	R	Apr-89	presumed remediated
Sodium dichromate	NA	gal	R	Apr-89	"Large" spill was remediated
Sodium dichromate	NA	gal	R	Jun-91	remediated
Sodium dichromate	NA	gal	R	Oct-91	remediated
Sodium dichromate	3	gal	R	Jan-93	remediated
Praxairum (ethylene)	NA	gal	R	Nov-79	presumed remediated
Lequer thinner	110	gal	S	NA	
Small ordnance consisting of Ground Initiators, Detonators, Power Devices	NA	gal	S	NA	
Water oil	23500	gal	S	NA	Active tanks as of Jan, 2000
Water labeled "TCB"	111	gal	S	NA	
Drum labeled "Hazardous waste"	35	gal	S	NA	
"Isopropyl oxygen" tank	NA	gal	S	NA	
"Water Ethcol" tank	NA	gal	S	NA	
Unidentified/Unlabeled chemical/liquids	15	gal	S	NA	

Chemical	Quant	Units	Storage-Release-Disposal	Date of S.N.D.	Comments
Carbon dioxide	15600	gal	S	NA	
Liquid Argon	4300	gal	S	NA	
Liquid Hydrogen	2300	gal	S	NA	
Liquid Nitrogen	150150	gal	S	NA	
Liquid Nitrogen	NA	gal	S	Jul-90	remediated
Hypoglycize (Hydrazine / Nitrogen tetroxide)	6000	gal	S	NA	8 tanks removed 598, case pending
Acid (Hydrochloric, Acetic, Boric, Sulfuric, etc)	15	gal	S	NA	
Sulfuric Acid / Ammonium bisulfide	NA	gal	S	NA	Active and removed tanks
Acid (Nitric and Ammonium bisulfide)	NA	gal	R	1960s	Large spill near former chem mill
Acid (See Bee 277-0)	70	gal	R	Apr-87	remediated
Phosphoric acid	55	gal	R	Sep-88	remediated
Acid (Chromic)	20	gal	R	Nov-88	remediated
Acids (Sodium dichromate, Phosphoric, Sulfuric, Hydrofluoric, Sodium silicate)	55	gal	R	Dec-89	remediated
Hydrofluoric	50	gal	R	Jan-92	remediated
Sodium hydroxide soft	2	gal	S	NA	
Sodium hydroxide	80	gal	R	Apr-88	remediated
Sodium hydroxide (0-160 & T-91)	116	lbs	R	Apr-89	presumed remediated
Sodium hydroxide	700	gal	R	Jul-89	remediated
Hydrochloric	3000	gal	R	NA	Tank presumed removed
Polypropylene Glycol	1	liter	S	NA	
Coolant (Ethyl-ethylene Glycol)	25	gal	R	Mar-92	remediated
Rust Inhibitors	2	gal	S	NA	
GE Silicone Rubber Compound	5	gal	S	NA	
Foam Agents	40	gal	S	NA	
Cleaning Solutions	3	liter	S	NA	
T-1HT C (Alkaline Cleaner)	113	lbs	R	Mar-89	presumed remediated
Obdite Aluminum Cleaner 164	500	grams	S	NA	
Obdite Aluminum Cleaner	500	grams	S	NA	
Obdite Fish-Liquid's	500	ml	S	NA	
Bioest 18 Precision Cleaner	NA	gal	S	NA	
Developer Cleaning Fluid	NA	gal	S	NA	
Tween 80	NA	grams	S	NA	
Tween Liquid Strum	1	liter	S	NA	
Aluminum Etch Cleaner	1	liter	S	NA	
Concentrated Glass Cleaner	200	ml	S	NA	
Sorbent	40	gal	S	NA	
PROTEC (Anti-corrosive)	15	gal	S	NA	

11/20/2003 03

24

NIP DOWNEY Parcel I and II Hazardous Substances Stored One Year or More, Released, or Disposed

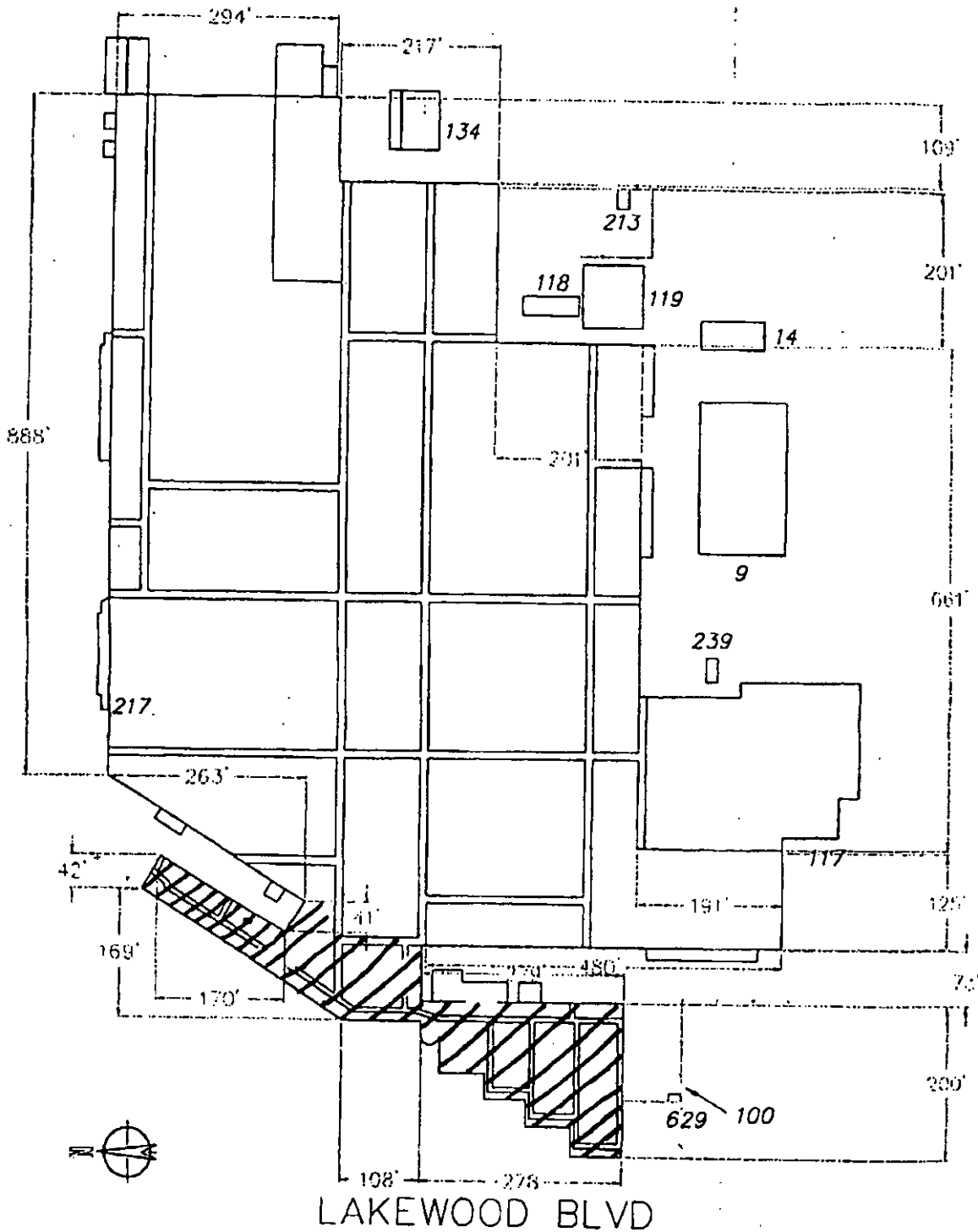
Chemical	Quant	Units	Storage-Release-Disposal	Date of S.R.D.	Comments
Reagent alcohol	2	liter	5	NA	
N-butyl alcohol	NA	gal	5	NA	
Ditto fluid (denatured alcohol)	<1	gal	5	NA	
Alizarin	NA	NA	5	NA	
Alodine	NA	NA	5	NA	
Alumina black	250	ml	5	NA	
Aluminum macro rich sofn	4	oz	5	NA	
Ammonium bifluoride	1	kg	5	NA	
Ammonium hydroxide	200	ml	5	NA	
Ammonium nitrate	623	grams	5	NA	
Ammonium phosphate	123	grams	5	NA	
Ammonium phosphate dibasic	123	grams	5	NA	
Barium chloride	1/2	lbs	5	NA	
Bromocresol	NA	NA	5	NA	
Butyl acetate	1.3	liter	5	NA	
Butyl acetate	3	fl. oz	5	NA	
Cadmium cyanide	1	lbs	5	NA	
Calcium fluoride	NA	NA	5	NA	
Calcium sulfate (Driedite)	NA	NA	5	NA	
Carbon powder	500	grams	5	NA	
Carbon tetrachloride	100	gal	5	NA	
Activated charcoal	1	ml	5	NA	
Chem film	500	liter	5	NA	
Chromic chloride	1	grams	5	NA	
Chromium iodide	425	lbs	5	NA	
Cobalt acetate	NA	NA	5	NA	
Cobalt acetate (0.5%)	NA	liter	5	NA	
Cobalt acetate powder	1	liter	5	NA	
Copper nitrate crystals	1	liter	5	NA	
Cyclohexane	NA	0. oz	5	NA	
Dimethylformamide	6	gal	5	NA	
Diversy powder	623	ml	5	NA	
EDTA	NA	NA	5	NA	
Ethoxyethane	12	liter	5	NA	
Ethyl acetate	1	liter	5	NA	
Ethylene glycol monoethyl ether	1	gal	5	NA	
Ferric chloride	1	liter	5	NA	
Ferric chloride, 6 hydrate	500	ml	5	NA	
Ferric chloride, 6 hydrate	NA	ml	5	NA	
#315 Ferric sulfate	6	fl. oz	5	NA	
NAF, XE Ferrin	NA	grams	5	NA	
Ferrous ammonium sulfate	500	grams	5	NA	
Hydrochlorination reagent	NA	grams	5	NA	
Iodine	75	lbs	5	NA	
Iron reduced electrolytic reagent	1	lbs	5	NA	
#10 Lampblack	<15	grams	5	NA	

Note:
S - Stored chemicals
R - Released chemicals
NA - Not Available

Chemical	Quant	Units	Storage-Release-Disposal	Date of S.R.D.	Comments
Methanol, absolute	1	liter	5	NA	
Methanol	12	fl. oz	5	NA	
Methyl orange	NA	NA	5	NA	
Mercerol oil	16	fl. oz	5	NA	
Molybdate single Ni sofn	500	ml	5	NA	
Molybdate 50GL sofn	500	ml	5	NA	
Nickelous acetate	NA	NA	5	NA	
Nitric 30%L	1	liter	5	NA	
Nitric 37-4	500	ml	5	NA	
Nova Coat 1100	1	gal	5	NA	
Nova Seal HN	1	gal	5	NA	
PAN, powder	40	grams	5	NA	
Pernaflex 684	1	liter	5	NA	
Sawarid Potassium chloride sofn	50	ml	5	NA	
Potassium chloride crystals	75	grams	5	NA	
Potassium dichromate	2	oz	5	NA	
Potassium ferrioxalate	NA	NA	5	NA	
Potassium hydroxide	NA	NA	5	NA	
Potassium iodide	750	grams	5	NA	
Potassium permanganate	NA	NA	5	NA	
Potassium phosphate monobasic	NA	NA	5	NA	
Potassium sulfate	NA	NA	5	NA	
2-Ferpanol	1	gal	5	NA	
Reference electrode filling sofn	21	ml	5	NA	
Sachem 1000 concentrate	NA	NA	5	NA	
Starch soluble powder	NA	NA	5	NA	
Stannous chloride	NA	NA	5	NA	
Silver gel, indicating	NA	NA	5	NA	
Silver nitrate	1	lbs	5	NA	
Sodium bicarbonate	1.1	liter	5	NA	
Sodium hydrogen sulfide	1.5	lbs	5	NA	
50% Sodium mercaptoethanediolate sofn	100	ml	5	NA	
Sodium metayodide	1	lb	5	NA	
Sodium nitrate	NA	NA	5	NA	
Sodium nitrite	NA	NA	5	NA	
Sodium phosphate	1	lb	5	NA	
Sodium sulfite, anhydrous	1	lb	5	NA	
Sodium thioaurate	2	oz	5	NA	
Sodium thioaurate sofn	NA	NA	5	NA	
Sodium triphosphate anhydrous	NA	NA	5	NA	
Tetraammine phosphate	1	liter	5	NA	
2,2,4-Triethyl pentane	NA	gal	5	NA	
Xylene	1.3	fl	5	NA	
#18 300	NA	grams	5	NA	
16520 reference electrode filling sofn	50	oz	5	NA	
16420 sofn	1	oz	5	NA	
Rais combustion electrode 8102	1	oz	5	NA	
YSI 3160 conductivity calibrator	1	gal	5	NA	

11/20/03/03

BUILDING 001 COMPOSITE
PERIMETER LINEAL FOOTAGE = 5191'



03 3518854

KAUFMANN WING; CIRCA 1939

EXHIBIT D
BUILDING 1 PORTION
GORDON KAUFMANN WING



EXHIBIT E
(Concrete insignia - Consolidated Vultee)

03-3518854

EXHIBIT F
 BUILDING 290/BRICK-LINED
 CONCRETE WALKWAY PANELS
 Page 1 of 2

(Please see following page for names and information shown on the concrete panels)

03-3518854



28

13 blocks located in front of Building 290
Some of the signatures and other information have been eroded from the surface of the walkway.

<p>Vance Brand Bob Overmyer 11 Jan 83 Joe Allen Bill Lenoir</p>	<p>Blank</p>	<p>Blank</p>
<p>Jerry Carr (date eroded) 1973 Ed Gibson Bill P. ?</p>	<p>75 ? 10/20/ Tom Stafford Vance Brand D. K. Slayton</p>	<p>Ken Mattingly (almost eroded) Hank Hartsfield STS-4 ? ?</p>
<p>Gene Cernan Ron Evans Jack Schmitt XVII 15 Jan 73</p>	<p>Charles Conrad Jr. Joe Kerwin Paul Weitz 6-22-73</p>	<p>Alan L. Bean Owen Garriott Jack Lousma Skylab Mission II ? 28 ? 9-25-73</p>
<p>D. ? ? Al Worden Jim. ? 7 A. ?</p>	<p>Al Shepard Stu Roosa Ed Mitchell Jan. 31 1971</p>	<p>John Young Ken Mattingly Charles Duke 27 April: 72</p>
<p>Jack Lousma Gordon Fullerton STS-3 Aug 26, 1982</p>	<p>John Young Bob Crippen 13 May 1981</p>	<p>Joe Engle 17 ? 82</p>

List of legible names and other information shown on concrete panels in Exhibit F - Page 1

03-3518854

03 3518854

BUILDING 290 PERIMETER FOOTAGE = 1342'

412'

259'

HIGH BAY

LAKWOOD BLVD



11/20/03 11/03

29

EXHIBIT F
BUILDING 290
BRICK-LINED CONCRETE WALKWAY PANELS
PAGE 2 OF 2

11/20/03
11/21/03

Exhibit A

30

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE PORTIONS OF LOT 2 OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 3 SOUTH, RANGE 12 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF DOWNEY, AS PER MAP RECORDED IN BOOK 1 PAGE 502, OF MISCELLANEOUS RECORDS, RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTHERLY LINE OF STEWART AND GRAY ROAD, 80 FEET WIDE, DISTANT THEREON SOUTH 89°52'14" WEST 646.51 FEET FROM THE NORTHEAST CORNER OF SAID LOT 2; THENCE ON A LINE BETWEEN SAID POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 10, SOUTH 0°13'16" WEST 1100.59 FEET TO THE TRUE POINT OF BEGINNING; THENCE AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT 2, SAID EASTERLY LINE ALSO BEING THE CENTERLINE OF BELLFLOWER BOULEVARD, 80 FEET WIDE, NORTH 89° 52' 23" EAST 653.20 FEET TO SAID EASTERLY LINE OF LOT 2; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 07' 37" EAST 222.56 FEET TO THE CENTER OF SAID FRACTIONAL SECTION 10 BEING ALSO THE INTERSECTION OF WASHBURN ROAD, 55 FEET WIDE, AND SAID BELLFLOWER BOULEVARD; THENCE ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 10, SOUTH 0° 04' 17" EAST 1321.60 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 10; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 51' 04" WEST 661.29 FEET TO SAID SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 10; THENCE NORTH 0° 13' 16" EAST 1544.44 FEET ALONG SAID LINE BETWEEN THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 10 TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF LOT 2 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 3 SOUTH, RANGE 12 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF DOWNEY, AS PER MAP RECORDED IN BOOK 1 PAGE 502, OF MISCELLANEOUS RECORDS, RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT POINT ON THE NORTHERLY LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTHERLY LINE OF STEWART AND GRAY ROAD, 80 FEET WIDE, DISTANT THEREON SOUTH 89° 52' 14" WEST 646.51 FEET FROM THE NORTHEAST CORNER OF SAID LOT 2; THENCE ON A LINE BETWEEN SAID POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 10, SOUTH 0° 13' 16" WEST 1100.59 FEET; THENCE AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT 2, SAID EASTERLY LINE ALSO BEING THE CENTERLINE OF BELLFLOWER BOULEVARD, 80 FEET WIDE, NORTH 89° 52' 23" EAST 653.20 FEET TO SAID EASTERLY LINE OF LOT 2; THENCE ALONG SAID EASTERLY LINE NORTH 0° 07' 37" WEST 1100.60 FEET; THENCE ALONG SAID NORTHERLY LINE OF LOT 2, SOUTH 89° 52' 14" WEST 646.51 FEET TO THE POINT OF BEGINNING.

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