

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License”) is made and entered into _____, 2012, by and between RITE OF PASSAGE ATHLETIC TRAINING CENTERS AND SCHOOLS, INC, a Nevada corporation (hereinafter referred to as “LICENSEE”) and COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “COUNTY”) without regard to number and gender. The term “COUNTY” shall mean the Board of Supervisors of the political body that executed this agreement or its authorized representative.

1. DEFINITIONS (AMLC-2.1 S)

The following words in this License have the significance attached to them in this clause, unless otherwise apparent from context:

“Auditor-Controller” means the Auditor-Controller, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the Board of Supervisors.

“Board of Supervisors” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“Corporate Real Estate” means the OC Public Works, OC Facilities and Real Estate, Corporate Real Estate, County of Orange or upon written notice to LICENSEE, such other entity as shall be designated by the Director of OC Public Works.

“County Counsel” means the County Counsel, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“County Executive Officer” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the Board of Supervisors.

“Facilities Services Manager” means the Manager, Social Services Agency/Facilities Services, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the Director of Social Services Agency.

“Manager of Corporate Real Estate” means the Manager, OC Public Works, OC Facilities and Real Estate, Corporate Real Estate, County of Orange, or designee or upon written notice to LICENSEE, by the Director of OC Public Works.

“Risk Manager” means the Manager of County Executive Office, Risk Management, for the County of Orange, or upon written notice to LICENSEE, such entity as shall be designated by the County Executive Officer.

1 “SSA Director” means the Director, Social Services, County of Orange, or designee, or upon written notice
3 to LICENSEE, such other person or entity as shall be designated by the County Executive Officer or the
Board of Supervisors.

5 2. TERM (AMLC-3.1 S)

7 The term of this License shall commence the first calendar day of the first full calendar month following
9 execution by COUNTY (“Commencement Date”), and terminate on June 30, 2013, unless terminated as
provided in Clause 3 (TERMINATION) of this License.

11 3. TERMINATION (AMLC-3.3 S)

13 This License shall be revocable by either COUNTY or LICENSEE at any time; however, as a courtesy to
15 LICENSEE, SSA Director, will attempt to give thirty (30) days written notice to LICENSEE upon
revocation.

17 4. LICENSE AREA (AMLC-4.2 N)

19 COUNTY grants to LICENSEE the right to use that certain property hereinafter referred to as “License
21 Area,” described in Exhibit “A” and shown on Exhibit “B” which exhibits are attached hereto and by
reference made a part hereof, together with non-exclusive, in common use of COUNTY’s elevators,
23 stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other
facilities and common areas appurtenant to COUNTY’s property adjacent to the License Area.

25 5. PARKING (AMLC-4.4 S)

27 COUNTY shall provide thirty (30) parking space(s) for LICENSEE’s free and non-exclusive use. Said
29 location of parking space(s) shall be determined by the Facilities Services Manager.

31 6. USE (AMLC-5.1 S)

~~LICENSEE’s use of the License Area shall be limited to providing intensive treatment and services such as
33 psychological assistance, self-sufficiency skills, and education services for youth who are dependents of the
Juvenile Court due to child abuse and neglect, including youth with Probation Department involvement or
35 dual jurisdiction status, and for no other purpose without prior written consent from the Facilities Services
Manager.~~

37 LICENSEE’s use of the Licensed Area shall be restricted to that stated in Exhibit D.

39 LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any other
41 activity within or from the License Area. LICENSEE further agrees not to conduct or permit to be
conducted any public or private nuisance in, on, or from the License Area, not to commit or permit to be
43 committed waste on the License Area, and to comply with all governmental laws and regulations in
connection with its use of the License Area.

45 NO ALCOLHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD OR CONSUMED
47 WITHIN THE LICENSE AREA.

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7. LICENSE FEE (AMLC-6.1 N)

LICENSEE agrees to pay COUNTY from and after the effective date of this License the sum of Ten
5 Thousand Ninety Two Dollars (\$10,092) per month as a fee for the use of the License Area (“License Fee”).
However, based upon mutual benefit to LICENSEE and COUNTY, the License Fee from the date first
7 written above through the first full calendar month following the date of LICENSEE’s first client (“Initial
Placement”) shall be waived. LICENSEE shall notify the Facilities Services Manager immediately in
9 writing upon Initial Placement and shall commence payment of the License Fee as provided herein.

11 The monthly License Fee shall be payable in advance, without prior notice or demand on the first day of
each calendar month while this License is in effect without deduction or offset in lawful money of the United
13 States.

15 LICENSEE will not be required to pay any processing fee or security deposit.

17 In the event the obligation to pay the License Fee begins or terminates on some day other than the first day or
last day of the month, the License Fee shall be prorated to reflect the actual period of use on the basis of a
19 thirty (30) day month. The fee for any partial calendar month during which this License becomes effective
will be payable on such effective date.

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8. PAYMENT PROCEDURE (AMLC-7.1 N)

All payments shall be delivered to the County of Orange, Office of the Auditor-Controller, P. O. Box 567
25 (630 N. Broadway), Santa Ana, California 92702. The designated place of payment may be changed at any
time by COUNTY upon (10) days written notice to LICENSEE. Fee payments may be made by check
27 payable to the County of Orange. Said License fee payment shall include a payment voucher indicating that
the payment is for the monthly License Fee for operation of a Residential Home for services related to the
29 High Needs Youth Services (Buildings C & D) at the Tustin Family Campus in Tustin, California. A
duplicate copy of the payment voucher shall be mailed to the County of Orange, Social Services Agency,
31 888 North Main Street, Santa Ana, California, 92701, Attention: Facilities Services Manager. LICENSEE
assumes all risk of loss if payments are made by mail.

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35 No payment by LICENSEE or receipt by COUNTY of a lesser amount than the payment due shall be
deemed to be other than on account of the payment due, nor shall any endorsement or statement on any
37 check or any letter accompanying any check or payment as payment be deemed an accord and satisfaction,
and COUNTY shall accept such check or payment without prejudice to COUNTY’s right to recover the
balance of said payment or pursue any other remedy in this License.

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9. CHARGE FOR LATE PAYMENT (AMLC-7.2 S)

LICENSEE hereby acknowledges that late payment of sums due hereunder will cause COUNTY to incur
43 costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain.
Such costs include but are not limited to costs such as administrative processing of delinquent notices,
45 increased accounting costs, etc.

1 Accordingly, if any payment pursuant to this license is not received by COUNTY by the due date, a late
2 charge of one and one-half percent (1.5%) of the payment due and unpaid plus \$100 shall be added to the
3 payment, and the total sum shall become immediately due and payable to the COUNTY. An additional
4 charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each
5 additional month that said payment remains unpaid.

7 LICENSEE and COUNTY hereby agree that such late charges represent a fair and reasonable estimate of the
8 costs that COUNTY will incur by reason of LICENSEE'S late payment.

9 Acceptance of such late charges (and/or any portion of the overdue payment) by COUNTY shall in no event
10 constitute a waiver of LICENSEE'S default with respect to such overdue payment, or prevent COUNTY
11 from exercising any of the other rights and remedies granted hereunder.

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15 10. UTILITIES, JANITORIAL, MAINTENANCE AND REPAIR (AMLC-9.3 N)

17 COUNTY shall be responsible for all charges for utilities (water, gas, electricity, and sewer). County shall
18 also be responsible for all maintenance and repairs (including but not limited to: fire alarm, fire extinguisher,
19 HVAC system, elevator maintenance, landscaping, pest control, and trash). LICENSEE shall be responsible
20 for telephone service, cable service, internet service, and janitorial service.

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23 11. CONSTRUCTION AND/OR ALTERATION BY LICENSEE (AMD2.1 S)

25 LICENSEE'S Consent. No structures, improvements, or facilities shall be constructed, erected, altered, or
26 made within the License Area without prior written consent of Facilities Services Manager. Any conditions
27 relating to the manner, method, design, and construction of said structures, improvements, or facilities fixed by
28 the Facilities Services Manager as a condition to granting such consent, shall be conditions hereof as though
29 originally stated herein. LICENSEE may, at any time and at its sole expense, install and place business fixtures
30 and equipment within any building constructed by LICENSEE.

31 Strict Compliance with Plans and Specifications. All improvements constructed by LICENSEE within the
32 License Area shall be constructed in strict compliance with detailed plans and specifications approved by
33 Facilities Services Manager.

35 12. MECHANICS LIENS OR STOP-NOTICES (AMD4.1 S)

37 LICENSEE shall at all times indemnify, defend with counsel approved in writing by COUNTY and save
38 COUNTY harmless from all claims, losses, demands, damages, cost, expenses, or liability costs for labor or
39 materials in connection with construction, repair, alteration, or installation of structures, improvements,
40 equipment, or facilities within the License Area, and from the cost of defending against such claims, including
41 attorney fees and costs.

43 In the event a lien or stop-notice is imposed upon the License Area as a result of such construction, repair,
44 alteration, or installation, LICENSEE shall either:

- 45 A. Record a valid Release of Lien, or
- 46 B. Procure and record a bond in accordance with Section 3143 of the Civil Code, which frees the
47 Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

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3 Should LICENSEE fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, the License shall be in default and shall be subject to immediate termination.

5 13. OWNERSHIP OF IMPROVEMENTS (AMD6.1 N)

7 All improvements, exclusive of trade fixtures, constructed or placed within the License Area by LICENSEE must, upon completion, be free and clear all liens, claims, or liability for labor or material and at COUNTY's option shall be the property of COUNTY's at the expiration of this License or upon earlier termination hereof. COUNTY retains the right to require LICENSEE, at LICENSEE's cost, to remove all LICENSEE's improvements located on the License Area at the expiration or termination hereof.

13 14. INSURANCE (AML10.1 S)

15 LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire term of this License. This License shall automatically terminate at the same time LICENSEE's insurance coverage is terminated. If within ten (10) business days after termination under this Clause LICENSEE obtains and provides evidence of the required insurance coverage acceptable to Facilities Services Manager, this License may be reinstated at the sole discretion of Facilities Services Manager.

25 LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Facilities Services Manager. In no cases shall assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Facilities Services Manager will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the Facilities Services Manager reinstates the License.

35 If LICENSEE fails to provide Facilities Services Manager with a valid certificate of insurance and endorsements, or binder at any time during the term of the License, COUNTY and LICENSEE agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to LICENSEE, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the License Area, and to prevent any persons, including, but not limited to, members of the general public, and LICENSEE's employees and agents, from entering the License Area until such time as Facilities Services Manager is provided with adequate evidence of insurance required herein. LICENSEE further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's action.

45 All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by

Attachment C

COUNTY from the LICENSEE under this License. It is the obligation of LICENSEE to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of insurance must be maintained by LICENSEE through the entirety of this License and be available for inspection by a COUNTY representative at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by COUNTY's Risk Manager.

If LICENSEE fails to maintain insurance acceptable to the COUNTY for the full term of this License, COUNTY may terminate this License.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO /Risk management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the LICENSEE shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

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3 **Required Endorsements**

5 The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 7 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least
9 as broad naming the County of Orange, its elected and appointed officials, officers,
11 employees, agents as Additional Insureds.
13 2) A primary non-contributing endorsement evidencing that the Licensee's insurance is
15 primary and any insurance or self-insurance maintained by the County of Orange shall be
17 excess and non-contributing.

19 All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

21 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

23 All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

25 The Commercial General Liability policy shall contain a severability of interests clause, also known as a
27 "separation of insureds" clause (standard in the ISO CG 001 policy)

29 Insurance certificates should be forwarded to the COUNTY address provided in the Clause (NOTICES) below or to an address provided by Facilities Services Manager. LICENSEE has ten (10) business days to provide adequate evidence of insurance or this License may be cancelled.

31 COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any of the above insurance types throughout the term of this License. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

33 COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this License may be in breach without further notice to LICENSEE, and COUNTY shall be entitled to all legal remedies.

37 The procuring of such required policy or policies of insurance shall not be construed to limit LICENSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this License, nor in any way to reduce the policy coverage and limits available from the insurer.

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47 15. OPERATIONS (AMLC-11.1 N)

Attachment C

LICENSEE shall keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair. COUNTY will, on the LICENSEE's behalf, provide all maintenance and repairs to the License Area during the term of the License. LICENSEE is required to notify COUNTY of any and all necessary maintenance and repairs to the License Area on a timely basis.

LICENSEE expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of COUNTY and in compliance with all applicable laws. LICENSEE further agrees to provide approved containers for trash and garbage and to keep the License Area free and clear of rubbish and litter. COUNTY shall have the right to enter upon and inspect the License Area at any time for cleanliness and safety.

LICENSEE shall designate in writing to COUNTY an on site representative who shall be responsible for the day to day operation and level of maintenance, cleanliness, and general order.

16. LIMITATION OF THE LICENSE (AMLC-13.1 S)

This License and the rights and privileges granted LICENSEE in and to the License Area are subject to all covenants, conditions, restrictions, and exceptions of record or apparent from a physical inspection of the License Area. Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance to LICENSEE of rights in the License Area, which exceed those owned by COUNTY.

17. NOTICES (AMLC-14.1 S)

All notices pursuant to this License shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail in the State of California duly registered or certified with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid, the same shall be deemed served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above, COUNTY may also provide notices to LICENSEE by personal delivery, by regular mail, or by electric mail and any such notice so given shall be deemed to have been given upon receipt.

TO: COUNTY

County of Orange
Social Services Agency
888 N. Main Street
Santa Ana, CA 92701-3158
Facilities Services Manager

TO: LICENSEE

Rite of Passage Athletic Training
Centers and Schools, Inc
2560 Business Pkwy., Suite B
Minden, Nevada
Lawrence W. Howell
Executive Director
Tel: (775) 267-9411
Fax: (775) 267-6726
Email: lhowell@rop.com

1 18. ATTACHMENTS TO LICENSE (AMLC-15.1 S)

3 This License includes the following, which are attached hereto and made a part hereof:

5 I. GENERAL CONDITIONS

7 II. Exhibit A-License Description

9 III. Exhibit B-Plot Plan

11 IV. Exhibit C – Best Management Practices

13 V. Exhibit D – Quitclaim Deed

15 21. SUBORDINATION (N)

17 The License, as amended by this First Amendment, (together, the “Amended License Agreement”) and all
19 of the LICENSEE’s right and interest in and to the Licensed Area thereunder shall be, and the same are
expressly made subject to, subordinate and inferior to the Quitclaim Deed, attached hereto as **Exhibit D** and
made a part hereof.”

21 D. Wherever a conflict in the terms or conditions of this Second Amendment and the License exists, the
23 terms or conditions of this Second Amendment shall prevail. In all other respects, the terms and
conditions of the License not specifically changed by this Second Amendment shall remain in
25 full force and effect.

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1 IN WITNESS WHEREOF, the parties have executed this License the day and year first above written.

3 APPROVED AS TO FORM: LICENSEE

5 OFFICE OF COUNTY COUNSEL
7 ORANGE COUNTY, CALIFORNIA Rite of Passage Athletic Training Centers and
Schools, Inc

9 By _____ By _____
11 Deputy Lawrence W. Howell, Executive Director

13 Date: _____

15 **RECOMMENDED FOR APPROVAL**

17 **SOCIAL SERVICES AGENCY**

19 By _____
21 Mike Ryan
Chief Deputy Director

23
25 By _____
27 Lisa A. Hollingworth, Real Property Manager

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31 SIGNED AND CERTIFIED THAT A COUNTY
33 COPY OF THIS DOCUMENT HAS BEEN COUNTY OF ORANGE
35 DELIVERED TO THE CHAIR OF
THE BOARD OF SUPERVISORS
PER GC § 25103, RESO. 79-1535

37
39 BY: _____ BY: _____
41 DARLENE J. BLOOM Chair, Board of Supervisors
Clerk of the Board of Supervisors Orange County, California
43 of Orange County, California

I. GENERAL CONDITIONS (AMLC-GC 1-17 S)

1. PERMITS AND LICENSES (AMLC - GC2 S)

LICENSEE shall be required to obtain any and all permits and/or licenses which may be required in connection with the operation of the License Area as set out herein. No permit, approval, or consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit LICENSEE's obligations hereunder, nor shall any approvals or consents given by COUNTY, as a party to this License Agreement, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

2. SIGNS (AMLC-GC3 S)

LICENSEE agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon License Area except as approved by Facilities Services Manager Unapproved signs, banners, flags, etc., may be removed.

3. LICENSE ORGANIZATION (AMLC-GC4 S)

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

4. AMENDMENTS (AMLC-GC5 S)

This License is the sole and only agreement between the parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both parties.

5. UNLAWFUL USE (AMLC-GC6 S)

LICENSEE agrees no improvements shall be erected, placed upon, operated, nor maintained on the License Area, nor any business conducted or carried on therein or there from, in violation of the terms of this License, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

6. INSPECTION (AMLC-GC7 S)

COUNTY or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this License are being complied with.

7. INDEMNIFICATION (AMLC-GC8 S)

LICENSEE hereby waives all claims and recourse against COUNTY including the right of contribution for loss or damage of persons or property arising from, growing out of, or in any way connected with or related to this License except claims arising from the concurrent active or sole negligence of COUNTY, its officers, agents, and employees. LICENSEE hereby agrees to indemnify, hold harmless, and defend with counsel

1 acceptable to COUNTY, its officers, agents, and employees against any and all claims, loss, demands,
2 damages, cost, expenses, or liability costs arising out of the operation, use, or maintenance of the property
3 described herein, and/or LICENSEE's exercise of the rights under this License, except for liability arising out
4 of the concurrent active or sole negligence of COUNTY, its officers, agents, or employees, including the cost
5 of defense of any lawsuit arising there from.

7 In the event COUNTY is named as co-defendant, LICENSEE shall notify COUNTY of such fact and shall
8 represent COUNTY with counsel acceptable to COUNTY in such legal action unless COUNTY undertakes
9 to represent itself as co-defendant in such legal action, in which event LICENSEE shall pay to COUNTY its
10 litigation costs, expenses, and attorney's fees. In the event judgment is entered against COUNTY and
11 LICENSEE because of the concurrent active negligence of COUNTY and LICENSEE, their officers, agents,
12 or employees, an apportionment of liability to pay such judgment shall be made by a court of competent
13 jurisdiction. Neither party shall request a jury apportionment.

15 8. TAXES AND ASSESSMENTS (AMLC-GC9 S)

17 Although not anticipated, should this License create a possessory interest which is subject to the payment of
18 taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not
19 limited to said possessory interest tax) which become due and payable in connection with this License or
20 upon fixtures, equipment, or other property used in connection with this License, shall be the full
21 responsibility of LICENSEE, and LICENSEE shall cause said taxes and assessments to be paid promptly.

23 9. PARTIAL INVALIDITY (AMLC-GC10 S)

25 If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to
26 be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect
27 and shall in no way be affected, impaired, or invalidated thereby.

29 10. WAIVER OF RIGHTS (AMLC-GC11 S)

31 The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of
32 this License shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be
33 deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the
34 License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or
35 condition of the License. Any waiver, in order to be effective, must be signed by the party whose right or
36 remedy is being waived.

37 11. CONDITION OF LICENSE AREA UPON TERMINATION (AMLC-GC12 S)

39 Except as otherwise agreed to herein, upon termination of this License, LICENSEE shall redeliver
40 possession of said License Area to COUNTY in substantially the same condition that existed immediately
41 prior to LICENSEE's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war
42 excepted.
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Attachment C

1 12. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMLC-GC13 S)

3 If LICENSEE abandons the License Area or is dispossessed thereof by process of law or otherwise, title to
5 any personal property belonging to LICENSEE and left on the License Area 10 days after such event shall be
7 deemed, at COUNTY's option, to have been transferred to COUNTY. COUNTY shall have the right to
remove and to dispose of such property without liability there from to LICENSEE or to any person claiming
under LICENSEE, and shall have no need to account therefore.

9 13. TIME OF ESSENCE (AMLC-GC14 S)

11 Time is of the essence of this License Agreement. Failure to comply with any time requirements of this
License shall constitute a material breach of this License.

13 14. NO ASSIGNMENT (AMLC-G15 S)

15 The License granted hereby is personal to LICENSEE and any assignment of said license by LICENSEE,
17 voluntarily or by operation of law, shall automatically terminate the License granted hereby.

19 15. CHILD SUPPORT ENFORCEMENT REQUIREMENTS (AMLC-GC16 S)

21 In order to comply with child support requirements of the County of Orange, LICENSEE hereby furnishes
23 COUNTY's Facilities Services Manager, COUNTY's standard form, Child Support Enforcement
Certification Requirements. COUNTY acknowledges receipt of the aforementioned form, which contains the
following information:

- 25 a) In the case where LICENSEE is doing business as an individual, LICENSEE's name, date of birth,
27 Social Security number, and residence address;
- 29 b) In the case where LICENSEE is doing business in a form other than as an individual, the name,
31 date of birth, Social Security number, and residence address of each individual who owns an
interest of ten (10) percent or more in the contracting entity;
- 33 c) A certification that the LICENSEE has fully complied with all applicable federal and state reporting
35 requirements regarding its employees; and
- 37 d) A certification that the LICENSEE has fully complied with all lawfully served Wage and Earnings
Assignment Orders and Notices of Assignment and will continue to so comply.

39 Failure of LICENSEE to continuously comply with all federal and state reporting requirements for child
41 support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and
Notices of Assignment shall constitute a material breach of this License. Failure to cure such breach within
43 sixty (60) calendar days of notice from COUNTY's shall constitute grounds for termination of this License.

45 It is expressly understood that this data will be transmitted to governmental agencies charged with the
establishment and enforcement of child support orders and will not be used for any other purpose.

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1 16. RIGHT TO WORK AND MINIMUM WAGE LAWS (AMLC-GC17 S)

3 In accordance with the United States Immigration Reform and Control Act of 1986, LICENSEE shall require
5 its employees that directly or indirectly service the License Area or terms and conditions of this License, in
7 any manner whatsoever, to verify their identity and eligibility for employment in the United States.
9 LICENSEE shall also require and verify that its contractors or any other persons servicing the License Area
or terms and conditions of this License, in any manner whatsoever, verify the identity of their employees and
their eligibility for employment in the United States.

11 Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of
13 California Labor Code, Section 1178.5, LICENSEE shall pay no less than the greater of the Federal or
15 California Minimum Wage to all its employees that directly or indirectly service the License Area, in any
manner whatsoever. LICENSEE shall require and verify that all its contractors or other persons servicing the
License Area on behalf of the LICENSEE also pay their employees no less than the greater of the Federal or
California Minimum Wage.

17 LICENSEE shall comply and verify that its contractors comply with all other Federal and State of California
19 laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of
the License Area or terms and conditions of this License.

21 Notwithstanding the minimum wage requirements provided for in this clause, LICENSEE, where applicable,
23 shall comply with the prevailing wage and related requirements pursuant to the provisions of Section 1773 of
the Labor Code of the State of California.

25 17. BEST MANAGEMENT PRACTICES (AMLC 15.1 S)

27 LICENSEE and all of LICENSEE's, agents, employees and contractors shall conduct operations under this
29 License so as to assure that pollutants do not enter municipal storm drain systems which systems are
31 comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater
Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein,
Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and
oceans).

33 The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant
35 Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of Orange, and to the
37 Orange County Flood Control District (DISTRICT) and cities within Orange County, as co-permittees
39 (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from
areas within the County of Orange, including the License Area. The County Parties have enacted water
quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged
into the Stormwater Drainage System.

41 To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have
43 developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP)
45 for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within
47 Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural
control that is used for a given set of conditions to manage the quantity and improve the quality of
stormwater runoff in a cost effective manner. These BMPs are found within the COUNTY's LIP in the form

1 of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact
3 Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and
5 contain pollution prevention and source control techniques to eliminate non-stormwater discharges and
7 minimize the impact of pollutants on stormwater runoff.

9 BMP Fact Sheets that apply to uses authorized under this License include the BMP Fact Sheets that are
11 attached hereto as "Exhibit C." These BMP Fact Sheets may be modified during the term of the License;
13 and COUNTY's Facilities Services Manager shall provide LICENSEE with any such modified BMP Fact
15 Sheets. LICENSEE, its agents, contractors, representatives and employees and all persons authorized by
17 LICENSEE to conduct activities on the License Area shall, throughout the term of this License, comply with
19 the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the
21 Stormwater Permits, as they exist at the time this License commences or as the Stormwater Permits may be
23 modified. LICENSEE agrees to maintain current copies of the BMP Fact Sheets on the License Area
25 throughout the term of this License. The BMPs applicable to uses authorized under this License must be
27 performed as described within all applicable BMP Fact Sheets.

29 LICENSEE may propose alternative BMPs that meet or exceed the pollution prevention performance of the
31 BMP Fact Sheets. Any such alternative BMPs shall be submitted to the COUNTY's Facilities Services
33 Manager for review and approval prior to implementation.

35 COUNTY's Facilities Services Manager may enter the License Area and/or review LICENSEE's records at
37 any time to assure that activities conducted on the License Area comply with the requirements of this
39 section. LICENSEE may be required to implement a self-evaluation program to demonstrate compliance
41 with the requirements of this section.

43 18. PAYMENT CARD COMPLIANCE (AMLC-G15 S)

45 Should LICENSEE conduct credit/debit card transactions in conjunction with their business with the
47 COUNTY, on behalf of the COUNTY, or as part of the business that they conduct, LICENSEE covenants
49 and warrants that it is currently Payment Card Industry Data Security Standard (PCI DSS) and Payment
Application Data Security Standards (PA DSS) compliant and will remain compliant during the entire
duration of this License. LICENSEE agrees to immediately notify COUNTY in the event LICENSEE
should ever become non-compliant, and will take all necessary steps to return to compliance and shall be
compliant within ten (10) days of the commencement of any such interruption.

Upon demand by COUNTY, LICENSEE shall provide to COUNTY written certification of LICENSEE's
PCI/DSS and/or PA DSS compliance.

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LICENSE DESCRIPTION (10.1 S)

PROJECT NO: GA 1213-203

DATE: 11/15/11

PROJECT: License with Rite of Passage ATCS
Tustin Family Campus
High Needs Youth Services (Buildings C & D)
15405 Lansdowne Road, Tustin

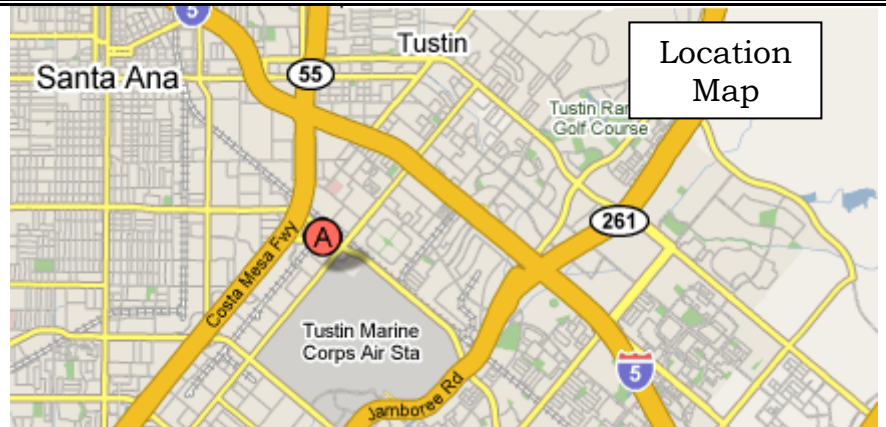
WRITTEN BY: LAH

All the License Area referenced on a Plot Plan marked Exhibit B, attached hereto and made a part hereof, being Four Thousand Five Hundred Ninety Seven (4,597) square feet for each building of COUNTY-designated space for LICENSEE's non-exclusive use for a total of (9,194) square feet, located at 15405 Lansdowne Road, Buildings C and D, in the City of Tustin, County of Orange, State of California, together with the non-exclusive use of thirty (30) parking spaces in the adjacent parking lot.

NOT TO BE RECORDED

EXHIBIT A

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Location Map

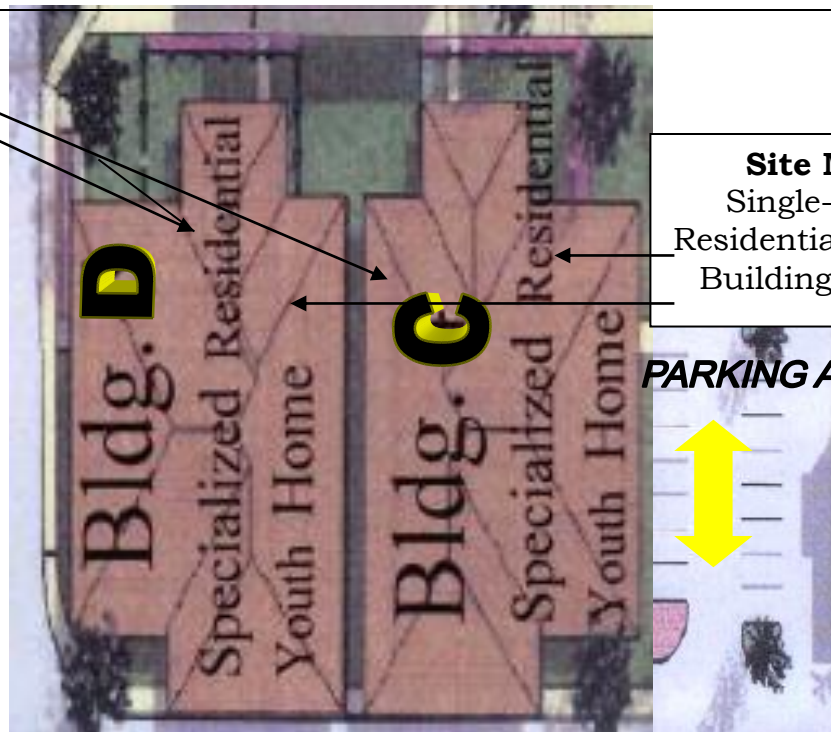
License Area

Building C

Living 3,827 sf
 Garage 770 sf
 Total: 4,597 sf

Building D

Living 3,827 sf
 Garage 770 sf
 Total: 4,597 sf



Site Map
 Single-story
 Residential Homes
 Building C & D

PARKING AREA

REDHILL AVE

Project Number GA 1213-203 15405 Lansdowne, Tustin	Prepared By: EAS	COUNTY OF ORANGE Social Services Agency
	Checked By: LAH	
	Date: 11/8/11	

EXHIBIT B – PLOT PLAN

EXHIBIT C

BEST MANAGEMENT PRACTICES SHEETS

- 1. BUILDING MAINTENANCE (IC3)**
- 2. LANDSCAPE (IC7)**
- 3. SPILL PREVENTION (IC17)**

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IC3. BUILDING MAINTENANCE

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	
Metals	x
Bacteria	x
Oil & Grease	
Organics & Toxicants	
Pesticides	
Oxygen Demanding	

<p>MINIMUM BEST MANAGEMENT PRACTICES</p> <p><u>Pollution Prevention/Good Housekeeping</u></p> <ul style="list-style-type: none"> • Properly collect and dispose of water when pressure washing buildings, rooftops, and other large objects. • Properly prepare work area before conducting building maintenance. • Properly clean and dispose of equipment and wastes used and generated during building maintenance. • Store toxic material under cover when not in use and during precipitation events. <p><u>Stencil storm drains</u></p> <p><u>Training</u></p> <ul style="list-style-type: none"> • Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements. • Provide on-going employee training in pollution prevention.
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Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

1. Properly collect and dispose of water when pressure washing buildings, rooftops, and other large objects.
 - If pressure washing where the surrounding area is paved, use a water collection device that enables collection of wash water and associated solids. Use a sump pump, wet vacuum or similarly effective device to collect the runoff and loose materials. Dispose of the collected runoff and solids properly. Refer to fact sheet *IC24 Wastewater Disposal* for guidance on appropriate methods for disposal of wash water to the sanitary sewer.
 - If pressure washing on a landscaped area (with or without soap), runoff must be dispersed as sheet flow as much as possible, rather than as a concentrated stream. The wash runoff must remain on the landscaping and not drain to pavement.
2. Properly prepare work area before conducting building maintenance.

- 1 • Use ground or drop cloths underneath outdoor painting, scraping, and sandblasting
- 3 • Use a ground cloth or oversized tub for activities such as paint mixing and tool
- 5 • cleaning.
- 7 3. Properly clean and dispose of equipment and wastes used and generated during building
- 9 maintenance.
- 11 • Clean paint brushes and tools covered with water-based paints in sinks connected to
- 13 sanitary sewers or in portable containers that can be dumped into a sanitary sewer
- 15 drain. Brushes and tools covered with non-water-based paints, finishes, or other
- 17 materials must be cleaned in a manner that enables collection of used solvents (e.g.,
- 19 paint thinner, turpentine, etc.) for recycling or proper disposal.
- 21 • Properly dispose of wash water, sweepings, and sediments.
- 23 • Properly store equipment, chemicals, and wastes.
- 25 • Do not dump any toxic substance or liquid waste on the pavement, the ground, or
- 27 toward a storm drain.
- 29 OPTIONAL:
- 31 • Recycle residual paints, solvents, lumber, and other materials to the maximum extent
- 33 practicable
- 35 4. Employ soil erosion and stabilization techniques when exposing large areas of soil.
- 37 • Confine excavated materials to pervious surfaces away from storm drain inlets,
- 39 sidewalks, pavement, and ditches. Material must be covered if rain is expected.
- 41 • Use chemical stabilization or geosynthetics to stabilize bare ground surfaces.
- 43 5. Store toxic material under cover when not in use and during precipitation events.
- 45 6. Properly dispose of fluids from air conditioning, cooling tower, and condensate drains.
- 47 7. Regularly inspect air emission control equipment under AQMD permit.
- 49 8. Switch to non-toxic chemicals for maintenance when possible.
- If cleaning agents are used, select biodegradable products whenever feasible
- Consider using a waterless and non-toxic chemical cleaning method for graffiti removal
- (e.g. gels or spray compounds).
9. Use chemicals that can be recycled.
- Buy recycled products to the maximum extent practicable

Training

1. Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
2. Train employees on proper spill containment and cleanup.
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
 - Fact sheet IC17 discusses Spill Prevention and Control in detail.
3. Establish a regular training schedule, train all new employees, and conduct annual refresher training.
4. Use a training log or similar method to document training.

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

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References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003.
www.cabmphandbooks.com

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. King County Surface Water Management. July 1995. On-line:
<http://dnr.metrokc.gov/wlr/dss/spcm.htm>

Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-14. August 2001.

For additional information contact:

**County of Orange/OC Watersheds
Orange County Stormwater Program
(714) 955-0600
or visit our website at:
www.ocwatersheds.com**

IC7. LANDSCAPE MAINTENANCE

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	
Bacteria	x
Oil & Grease	
Organics & Toxicants	
Pesticides	x
Oxygen Demanding	x

MINIMUM BEST MANAGEMENT PRACTICES
Pollution Prevention/Good Housekeeping

- Properly store and dispose of gardening wastes.
- Use mulch or other erosion control measures on exposed soils.
- Properly manage irrigation and runoff.
- Properly store and dispose of chemicals.
- Properly manage pesticide and herbicide use.
- Properly manage fertilizer use.

Stencil storm drains

Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
- Provide on-going employee training in pollution prevention.

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

1. Take steps to reduce landscape maintenance requirements.
 - Where feasible, retain and/or plant native vegetation with features that are determined to be beneficial. Native vegetation usually requires less maintenance than planting new vegetation.
 - When planting or replanting consider using low water use flowers, trees, shrubs, and groundcovers.
 - Consider alternative landscaping techniques such as naturescaping and xeriscaping.
2. Properly store and dispose of gardening wastes.
 - Dispose of grass clippings, leaves, sticks, or other collected vegetation as garbage at a permitted landfill or by composting.
 - Do not dispose of gardening wastes in streets, waterways, or storm drainage systems.
 - Place temporarily stockpiled material away from watercourses and storm drain inlets, and berm and/or cover.

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3. Use mulch or other erosion control measures on exposed soils.

1 **4. Properly manage irrigation and runoff.**

- 3 • Irrigate slowly or pulse irrigate so the infiltration rate of the soil is not exceeded.
- 5 • Inspect irrigation system regularly for leaks and to ensure that excessive runoff is not occurring.
- 7 • If re-claimed water is used for irrigation, ensure that there is no runoff from the landscaped area(s).
- 9 • If bailing of muddy water is required (e.g. when repairing a water line leak), do not put it in the storm drain; pour over landscaped areas.
- 11 • Use automatic timers to minimize runoff.
- Use popup sprinkler heads in areas with a lot of activity or where pipes may be broken. Consider the use of mechanisms that reduce water flow to broken sprinkler heads.

13 **5. Properly store and dispose of chemicals.**

- 15 • Implement storage requirements for pesticide products with guidance from the local fire department and/or County Agricultural Commissioner.
- 17 • Provide secondary containment for chemical storage.
- Dispose of empty containers according to the instructions on the container label.
- Triple rinse containers and use rinse water as product.

19 **6. Properly manage pesticide and herbicide use.**

- 21 • Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and herbicides and training of applicators and pest control advisors.
- 23 • Follow manufacturers' recommendations and label directions.
- 25 • Use pesticides only if there is an actual pest problem (not on a regular preventative schedule). When applicable use less toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible. Use the minimum amount of chemicals needed for the job.
- 27 • Do not apply pesticides if rain is expected or if wind speeds are above 5 mph.
- 29 • Do not mix or prepare pesticides for application near storm drains. Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the targeted pest.
- 31 • Whenever possible, use mechanical methods of vegetation removal rather than applying herbicides. Use hand weeding where practical.
- 33 • Do not apply any chemicals directly to surface waters, unless the application is approved and permitted by the state. Do not spray pesticides within 100 feet of open waters.
- 35 • Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- 37 • When conducting mechanical or manual weed control, avoid loosening the soil, which could lead to erosion.
- Purchase only the amount of pesticide that you can reasonably use in a given time period.
- Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.

39 **7. Properly manage fertilizer use.**

- 41 • Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers.
- 43 • Follow manufacturers' recommendations and label directions.
- 45 • Employ techniques to minimize off-target application (e.g. spray drift) of fertilizer, including consideration of alternative application techniques. Calibrate fertilizer distributors to avoid excessive application.
- 47 • Periodically test soils for determining proper fertilizer use.
- Fertilizers should be worked into the soil rather than dumped or broadcast onto the surface.

- Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- Use slow release fertilizers whenever possible to minimize leaching

8. Incorporate the following integrated pest management techniques where appropriate:

- Mulching can be used to prevent weeds where turf is absent.
- Remove insects by hand and place in soapy water or vegetable oil. Alternatively, remove insects with water or vacuum them off the plants.
- Use species-specific traps (e.g. pheromone-based traps or colored sticky cards).
- Sprinkle the ground surface with abrasive diatomaceous earth to prevent infestations by soft-bodied insects and slugs. Slugs also can be trapped in small cups filled with beer that are set in the ground so the slugs can get in easily.
- In cases where microscopic parasites, such as bacteria and fungi, are causing damage to plants, the affected plant material can be removed and disposed of (pruning equipment should be disinfected with bleach to prevent spreading the disease organism).
- Small mammals and birds can be excluded using fences, netting, and tree trunk guards.
- Promote beneficial organisms, such as bats, birds, green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders that prey on detrimental pest species.

Training

1. Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
2. Educate and train employees on the use of pesticides and pesticide application techniques. Only employees properly trained to use pesticides can apply them.
3. Train and encourage employees to use integrated pest management techniques.
4. Train employees on proper spill containment and cleanup.
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
 - Fact sheet IC17 discusses Spill Prevention and Control in detail.
5. Establish a regular training schedule, train all new employees, and conduct annual refresher training.
6. Use a training log or similar method to document training.

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003. www.cabmphandbooks.com

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. King County Surface Water Management. July 1995. On-line: <http://dnr.metrokc.gov/wlr/dss/spcm.htm>

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Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-14. August 2001.

Water Quality Handbook for Nurseries. Oklahoma Cooperative Extension Service. Division of Agricultural Sciences and Natural Resources. Oklahoma State University. E-951. September 1999.

For additional information contact:

**County of Orange/OC Watersheds
Orange County Stormwater Program
(714) 955-0600**

**or visit our website at:
www.ocwatersheds.com**

IC17. SPILL PREVENTION AND CLEANUP

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	x
Bacteria	x
Oil & Grease	x
Organics & Toxicants	x
Pesticides	x
Oxygen Demanding	x

<p>MINIMUM BEST MANAGEMENT PRACTICES</p> <p><u>Pollution Prevention/Good Housekeeping</u></p> <ul style="list-style-type: none"> • Develop procedures to prevent/mitigate spills to storm drain systems. • Post “No Dumping” signs with a phone number for reporting illegal dumping and disposal. • Conduct routine cleaning, inspections, and maintenance. • Properly store and handle chemical materials. • Protect materials stored outside from stormwater runoff. • Secure drums stored in an area where unauthorized persons may gain access to prevent accidental spillage, pilferage, or any unauthorized use. • Identify key spill response personnel. • Clean up leaks and spills immediately. • Report and track spills. <p><u>Stencil storm drains</u></p> <p><u>Training</u></p> <ul style="list-style-type: none"> • Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements. • Provide on-going employee training in pollution

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

Spill Prevention

1. Develop procedures to prevent/mitigate spills to storm drain systems. Standardize reporting procedures, containment, storage, and disposal activities, documentation, and follow-up procedures.
2. Post “No Dumping” signs with a phone number for reporting illegal dumping and disposal.
3. Conduct routine cleaning, inspections, and maintenance
 - Sweep and clean storage areas consistently at a designated frequency (e.g. weekly, monthly). DO NOT hose down areas to storm drains.
 - Place drip pans or absorbent materials beneath all mounted taps, and at all potential drip and spill locations during filling and unloading of tanks. Reuse, recycle, or properly dispose of any collected liquids or soiled absorbent materials.
 - Check tanks (and any containment sumps) frequently for leaks and spills. Replace tanks that are leaking, corroded, or otherwise deteriorating with tanks in good condition. Collect all spilled liquids and properly dispose of them.

¹ EPA “Preliminary Data Summary of Urban Stormwater Best Management Practices”

- 1 • Check for external corrosion of material containers, structural failures, spills and
 overfills due to operator error, failure of piping system, etc.
- 3 • Inspect tank foundations, connections, coatings, and tank walls and piping system.
- 5 **4. Properly store and handle chemical materials.**
- 7 • Designate a secure material storage area that is paved with Portland cement concrete,
 free of cracks and gaps, and impervious in order to contain leaks and spills.
- 9 • Do not store chemicals, drums, or bagged materials directly on the ground. Place these
 items in secondary containers.
- 11 • Keep chemicals in their original containers, if feasible.
- 13 • Keep containers well labeled according to their contents (e.g., solvent, gasoline).
- 15 • Label hazardous substances regarding the potential hazard (corrosive, radioactive,
 flammable, explosive, poisonous).
- 17 • Prominently display required labels on transported hazardous and toxic materials (per
 US DOT regulations).
- 19 **5. Utilize secondary containment systems for liquid materials.**
- 21 • Surround storage tanks with a berm or other secondary containment system.
- 23 • Slope the area inside the berm to a drain.
- 25 • Drain liquids to the sanitary sewer if available. DO NOT discharge wash water to
 sanitary sewer until contacting the local sewer authority to find out if pretreatment is
 required
- 27 • Pass accumulated stormwater in petroleum storage areas through an oil/water
 separator.
- 29 • Use catch basin filtration inserts.
- 31 **6. Protect materials stored outside from stormwater runoff. Construct a berm around the
 perimeter of the material storage area to prevent the runoff of uncontaminated stormwater from
 adjacent areas as well as runoff of stormwater from the material.**
- 33 **7. Secure drums stored in an area where unauthorized persons may gain access to prevent
 accidental spillage, pilferage, or any unauthorized use.**

Spill Control and Cleanup Activities

- 35 **8. Identify key spill response personnel.**
- 37 **9. Adopt the Orange County Hazardous Materials Area Plan or an equivalent plan, which includes
 a set of planned responses to hazardous materials emergencies. The plan should include:**
 - 39 • Description of the facility, owner and address, activities and chemicals present
 - 41 • Facility map
 - 43 • Notification and evacuation procedures
 - 45 • Cleanup instructions
 - 47 • Identification of responsible departments
- 49 **10. Clean up leaks and spills immediately.**
 - 51 • Place a stockpile of spill cleanup materials where they will be readily accessible (e.g.
 near storage and maintenance areas).
 - 53 • Utilize dry cleaning methods to clean up spills to minimize the use of water. Use a rag
 for small spills, a damp mop for general cleanup, and absorbent material for larger
 spills. If the spilled material is hazardous, then used cleanup materials are also
 hazardous and must be sent to a certified laundry (rags) or disposed of as hazardous
 waste. Physical methods for the cleanup of dry chemicals include the use brooms,
 shovels, sweepers, or plows.
 - 55 • Never hose down or bury dry material spills. Sweep up the material and dispose of
 properly.

- Clean up chemical materials with absorbents, gels, and foams. Use adsorbent materials on small spills rather than hosing down the spill. Remove the adsorbent materials promptly and dispose of properly.
- For larger spills, a private spill cleanup company or Hazmat team may be necessary.

11. Reporting

1. Report spills that pose an immediate threat to human health or the environment to local agencies, such as the fire department, and the Regional Water Quality Control Board.
2. Establish a system for tracking incidents. The system should be designed to identify the following:
 - Types and quantities (in some cases) of wastes
 - Patterns in time of occurrence (time of day/night, month, or year)
 - Mode of dumping (abandoned containers, "midnight dumping" from moving vehicles, direct dumping of materials, accidents/spills)
 - Responsible parties
3. Federal regulations require that any oil spill into a water body or onto an adjoining shoreline be reported to the National Response Center (NRC) at 800-424-8802 (24 hour).

Training

1. Educate employees about spill prevention and cleanup.
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Educate employees on aboveground storage tank requirements.
 - Train all employees upon hiring and conduct annual refresher training.
2. Train employees responsible for aboveground storage tanks and liquid transfers on the Spill Prevention Control and Countermeasure Plan.

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

1 **References**

3 **California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003.**
5 **www.cabmphandbooks.com**

7 **California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best**
9 **Management Practice Handbook. Prepared by Camp Dresser& McKee, Larry Walker Associates,**
11 **Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March**
13 **1993.**

15 **Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small**
17 **Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission,**
19 **Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments,**
21 **Woodward-Clyde, Central Coast Regional Water Quality Control Board. July 1998 (Revised February**
23 **2002 by the California Coastal Commission).**

25 **Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs.**
27 **Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-**
29 **14. August 2001.**

31 **For additional information contact:**

33 **County of Orange/OC Watersheds**

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Orange County Stormwater Program
(714) 955-0600
24 Hr. Water Pollution Hotline: 1-877-89SPILL
or visit our website at:
www.ocwatersheds.com

Exhibit D - Quitclaim Deed

EASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:

County of Orange
Social Services Agency
AND WHEN RECORDED MAIL TO
County of Orange
Social Services Agency
888 N. Main St.
Santa Ana, CA 92701

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

NO FEE
2006000318576 03:27pm 05/11/06
116 11 Q01 16
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THIS SPACE FOR RECORDER'S USE ONLY

Exempt per Gov. code
6103

Quitclaim Deed
(Please fill in document title(s) on this line)

6175
Keth
EMO

RECEIVED
JUN - 8 2006
BY:

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

9/95
Rec. Form #R25

Contract No. 09-CA-2286

QUITCLAIM DEED

THIS INDENTURE, made this 4th day of April, 2006, between the United States of America, acting through the Secretary of Health and Human Services, by the Director, Division of Property Management, Program Support Center, U.S. Department of Health and Human Services (hereinafter referred to as "Grantor"), under and pursuant to the power and authority delegated by the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 550(k)), as amended (hereinafter referred to as "the Act"), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "Grantee").

WITNESSETH

WHEREAS, by letters dated, March 14, 2005, from the Department of the Navy, certain surplus property consisting of 4.0 acres more or less, with improvements, hereinafter described (hereinafter referred to as "the Property"), was assigned to the Department of Health and Human Services for disposal upon the recommendation of the Grantor that the Property is needed for public health purposes in accordance with the provisions of the Act; and

WHEREAS, said Grantee has made a firm offer to purchase the Property under the provisions of the Act, has made application for a public benefit allowance, and proposes to use the Property in accordance with the approved program of utilization; and

WHEREAS, Grantor has accepted the offer of the Grantee,

NOW, THEREFORE, Grantor, for and in consideration of the foregoing and of the observance and performance by Grantee of the covenants, considerations and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim to the Grantee, its successors and assigns, all right, title, interest, claim and demand, excepting and reserving such rights as may arise from the operation of the conditions subsequent hereinafter expressed, which the United States of America has in and to the Property, situate, lying, and being in the County of Orange, State of California, and more particularly described as follows:

(See Legal Description, Exhibit "A")

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SUBJECT to any and all other existing easements, encumbrances, covenants, restrictions, reservations or conditions affecting the above described property whether or not the same appear on record.

The Grantee shall comply with all applicable Federal, State, municipal, and local laws, rules, orders, ordinances, and regulations in the occupation, use, and operation of the Property.

TO HAVE AND TO HOLD the Property subject, however, to each of the following conditions subsequent, which shall be binding upon and enforceable against the Grantee, its successors and assigns, as follows:

1. That for a period of thirty (30) years from the date hereof the Property herein conveyed will be used continuously for health purposes in accordance with Grantee's approved program of utilization as set forth in its application dated the fourteenth day of October, 1999 and amended on the fifteenth day of November, 1999, thirteenth day of December, 1999, modified on the fifth day of August, 2005, and amended on the twenty-fourth day of February 2006, and for no other purpose;
2. That during the aforesaid period of thirty (30) years Grantee will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Property or interest therein except as the Grantor or its successor in function may authorize in writing;
3. Where construction or major renovation is not required or proposed, the Property must be placed into use within twelve (12) months from the date of this Deed. Where construction or major renovation is contemplated at the time of transfer, the Property must be placed into use within thirty-six (36) months from the date of this deed.
4. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless Grantor or its successor in function directs otherwise, Grantee will file with Grantor or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application.
5. That during the aforesaid period of thirty (30) years the Grantee will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

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3 6. That, for the period during which the Property is used for the purpose for which the
5 Federal assistance is hereby extended by the Grantor or for another purpose
7 involving the provision of similar services or benefits, the Grantee hereby agrees
9 that it will comply with the requirements of section 606 of the Act (40 U.S.C. §
11 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations;
13 and, as applicable, Executive Order 11063 (Equal Opportunity in Housing) and
15 implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. §
17 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and
19 implementing regulations; Title IX of the Education Amendments of 1972 (20
21 U.S.C. § 1681) and implementing regulations; the prohibitions against
23 discrimination on the basis of age under the Age Discrimination Act of 1975 (42
25 U.S.C. § 6101-07) and implementing regulations; the prohibitions against otherwise
27 qualified individuals with handicaps under Section 504 of the Rehabilitation Act of
29 1973 (29 U.S.C. § 794) and implementing regulations, and all requirements
31 imposed by or pursuant to the regulations of the Grantor (45 C.F.R. Parts 12, 80,
33 84, 86 and 91) issued pursuant to said Acts and now in effect, to the end that, in
35 accordance with said Acts and regulations, no person in the United States shall, on
37 the ground of race, color, national origin, sex, age, or handicap, be excluded from
39 participation in, be denied the benefits of, or otherwise be subjected to
41 discrimination under the program and plan referred to in condition numbered 1
43 above or under any other program or activity of the Grantee, its successors or
45 assigns, to which said Acts and regulations apply by reason of this conveyance.
47

25 In the event of a breach of any of the conditions subsequent set forth above, whether
27 caused by the legal or other inability of the Grantee, its successors and assigns, to perform any of
29 the obligations herein set forth, the Grantor or its successor in function will, at its option, have an
31 immediate right of reentry thereon, and to cause all right, title, and interest in and to the Property
33 to revert to the United States of America, and the Grantee, its successors and assigns, shall forfeit
35 all right, title, and interest in and to the Property and to any and all of the tenements,
37 hereditaments, and appurtenances thereunto belonging;

33 PROVIDED, HOWEVER, that the failure of the Grantor or its successor in function to
35 insist in any one or more instance upon complete performance of any of the said conditions
37 subsequent shall not be construed as a waiver of or a relinquishment of the future performance of
39 any of said conditions subsequent, but the obligations of the Grantee with respect to such future
41 performance shall continue in full force and effect;

39 PROVIDED FURTHER, that, in the event the Grantor or its successor in function fails to
41 exercise its option to reenter the premises and to revert title thereto for any such breach of
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3 conditions numbered 1, 2, 3, 4, or 5 herein within thirty-one (31) years from the date of this
5 conveyance, conditions numbered 1, 2, 3, 4, and 5 herein, together with all rights to reenter and
7 revert title for breach of condition, will, as of that date, terminate and be
9 extinguished; and

11 PROVIDED FURTHER, that the expiration of conditions numbered 1, 2, 3, 4, and 5 and
13 the right to reenter and revert title for breach thereof, will not affect the obligation of Grantee, its
15 successors and assigns, with respect to condition numbered 6 herein or the right reserved to
17 Grantor, or its successor in function, to reenter and revert title for breach of condition numbered
19 6.

21 Grantee may secure abrogation of the conditions subsequent numbered 1, 2, 3, 4, and 5
23 herein by:

- 25 a. Obtaining the consent of Grantor, or its successor in function, therefor; and
- 27 b. Payment to the United States of America of 1/360th of the percentage public benefit
29 allowance granted of the fair market value as of the date of such requested
31 abrogation, exclusive of the value of improvements made by Grantee to the extent
33 that they add to the value of that portion of the Property to be released, for each
35 month of the period to be abrogated.

37 Grantee, by acceptance of this Deed, covenants and agrees for itself, its successors and
39 assigns, with respect to the Property or any part thereof--which covenant shall attach to and run
41 with the land for so long as the Property is used for a purpose for which Federal assistance is
43 hereby extended by Grantor or for another purpose involving the provision of similar services or
45 benefits, and which covenant shall in any event, and without regard to technical classification or
47 designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for
49 the benefit of and in favor of and enforceable by Grantor or its successor in function against
Grantee, its successors and assigns for the Property, or any part thereof--that it will comply with
the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. §
3601-19) and implementing regulations; Executive Order 11063 (Equal Opportunity in Housing)
and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4)
(Nondiscrimination in Federally Assisted Programs) and implementing regulations; the
prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975
(42 U.S.C. § 6101-07) and implementing regulations; and the prohibitions against otherwise
qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29
U.S.C. § 794) and implementing regulations; and all requirements imposed by or pursuant to the
regulations of Grantor (45 C.F.R. Parts 12, 80, 84 and 91) issued pursuant to said acts and now in

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3 effect, to the end that, in accordance with said acts and regulations, no person in the United States
5 shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from
7 participation in, be denied the benefits of, or otherwise be subjected to discrimination under the
9 program and plan referred to in condition numbered 1 above or under any other program or
activity of Grantee, its successors or assigns, to which such acts and regulations apply by reason
of this conveyance.

11 Grantee covenants and agrees that the Property will be used for secular purposes, with no
more than a de minimis level of other activity.

13 The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and
15 assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in
and to the Property to the Grantor, or the Grantee voluntarily returns title to the Property in lieu of
17 a reverter, then the Grantee shall provide protection to and maintenance of the Property at all
times until such time as the title is actually reverted or returned to and accepted by the Grantor.
19 Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the
General Services Administration and codified in the Federal Management Regulations at 41
21 C.F.R. Subpart 101-47.4913 now in effect, a copy of which is attached to the Grantee's
aforementioned application.

23 In the event title to the Property or any part thereof is reverted to the United States of
25 America for noncompliance or is voluntarily reconveyed in lieu of reverter, the Grantee, its
successors or assigns, at the option of the Grantor, or its successor in function, shall be
27 responsible for and shall be required to reimburse the United States of America for the decreased
value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and
29 conversions made by the Grantee, its successors or assigns, to adapt the property to the health use
for which the property was transferred. The United States of America shall, in addition thereto, be
31 reimbursed for such damage, including such costs as may be incurred in recovering title to or
possession of the above-described property, as it may sustain as a result of such noncompliance.
33

35 Grantee, by acceptance of this deed, further covenants and agrees for itself, its successors
and assigns, that in the event the Property or any part thereof is, at any time within the period of
37 thirty (30) years from the date of this conveyance, sold, leased, disposed of, or used for purposes
other than those designated in condition numbered 1 above without the consent of the Grantor, or
39 its successor in function, all revenues therefrom or the reasonable value, as determined by the
Grantor, or its successor in function, of benefits to the Grantee, deriving directly or indirectly from
41 such sale, lease, disposal, or use, shall be considered to have been received and held in trust by the
Grantee for the United States of America and shall be subject to the direction and control of the
43 Grantor, or its successor in function; but the provisions of this paragraph shall not impair or affect
the rights reserved to the Grantor under any other provision of this deed.
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3 Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and
5 assigns, that the Property is transferred on an "as is, where is," basis, without warranty of any
7 kind, either expressed or implied, including as to the condition of the Property. Grantee also
covenants and agrees for itself, its successors and assigns, that Grantor has no obligation to
provide any additions, improvements, or alterations to the Property.

9 *The following covenants and restrictions are provided pursuant to the
11 aforementioned letters of assignment from the Department of the Navy.*

13 1. The covenants, conditions and restrictions made and accepted herein by Grantee shall
15 be for the benefit of and enforceable by the covenantee, the United States of America, by and
through either the Department of Health and Human Services or the Department of the Navy, as
the subject matter requires, and shall run with the land, and shall be binding on the Grantee, its
successors and assigns.

17 2. **NOTICE Regarding Hazardous Substance Activity.** Pursuant to 40 C.F.R. §373.2
19 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and
21 Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a
complete search of agency files, the United States gives notice that no hazardous substances have
been released or disposed of or stored for one year or more on the Property.

23 3. **CERCLA Covenant.** The United States of America warrants that all remedial action
25 necessary to protect human health and the environment has been taken before the date of this
conveyance. The United States of America warrants that it shall take any additional response
27 action found to be necessary after the date of this conveyance regarding hazardous substances
located on the Property on the date of this conveyance.

29 4. In connection with Grantor's covenant above and in connection with ongoing
31 remediation on Department of Navy's property adjacent to the Property, Grantee agrees that the
Department of the Navy, its agents, shall have the right, upon reasonable notice to Grantee, to
33 enter upon the Property in any case in which a response action, or corrective action is found to be
necessary at such property after the date of this deed, or such access is necessary to carry out a
35 response action, or corrective action on adjoining property. Grantee shall not have any claim on
account of such entries against the grantor or any of its agents.

37 5. Grantee covenants for itself and its successors and assigns, that it will prohibit
39 residential use of Buildings 1 and 42, and that it will prohibit occupancy of these buildings by
41 children, unless, prior to such use or occupancy, Grantee performs any necessary lead-based paint

Attachment C

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3 evaluation(s) and abatement in accordance with all applicable federal, state, and local laws,
5 regulations, or other requirements.

7 6. Grantee covenants for itself, and its successors and assigns, that it will prohibit access,
9 use, or occupancy of Building 1 except for short-term tours and emergency maintenance, pending
11 completion of any necessary surveys and abatement by Grantee in accordance with all applicable
13 federal, state and local laws, regulations, or other requirements relating to asbestos or asbestos-
containing materials (ACM). Grantee shall be responsible for the management of asbestos or
ACM in Buildings 1 and 42, including but not limited to surveys for, or removal or abatement of,
asbestos or ACM prior to or during renovation or demolition in accordance with all applicable
federal, state, and local laws, regulations, or other requirements relating to asbestos or ACM.


15 7. Grantee covenants for itself, its successors and assigns, that in connection with any
17 construction or alteration on the Property, it will obtain a determination of no hazard to air
19 navigation from the Federal Aviation Administration in accordance with Title 14 Code of Federal
Regulations, part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of
the Federal Aviation Act of 1958, as amended.

21 8. Whenever this deed makes reference to a particular department or agency of the United
23 States of America, that reference shall be understood to include successor departments and
agencies.

25 9. Grantee acknowledges that it has received copies of the FOST dated September 2004
27 and all documents referenced therein, and that it is aware of all notifications contained in the
FOST.

29 IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day
31 and year first above written.

33 UNITED STATES OF AMERICA
35 Acting through the Secretary of Health and Human Services

37 By: 
39 John G. Hicks
41 Chief, Space Management Branch
43 Division of Property Management
45 Program Support Center
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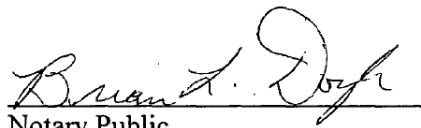
ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS

On this 4th day of April 2006, before me the undersigned officer, personally appeared John G. Hicks, known to me to be the Chief of the Space Management Branch, Division of Property Management, Department of Health and Human Services, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health and Human Services, for the United States of America, and acknowledged to me that he subscribed to the said instrument in the name of the Secretary of Health and Human Services and on behalf of the United States of America.

Witness my hand and official seal.

(SEAL)


Notary Public

My commission expires: April 1st 2007

ACCEPTANCE

The County of Orange, a political subdivision of the State of California hereby accepts this deed and thereby and agrees to all the terms, covenants, conditions and restrictions contained therein.

By Ingrid Harita
Ingrid Harita
Director
County of Orange Social Services Agency

ACKNOWLEDGMENT

STATE OF)
COUNTY OF) SS

On this _____ day of _____, 2006, before me, a Notary Public in and for the City of _____, County of Orange, State of California, personally appeared, known to me to be the Director, and known to me to be the person who executed the foregoing instrument on behalf of County of Orange Social Services Agency, and acknowledged to me that he executed the same as the free act and deed of _____

Witness my hand and official seal.

(SEAL)

*See attached certificate
Malay Harita
5/1/06*

Notary Public

My commission expires _____

ACKNOWLEDGMENT

State of California

County of Orange

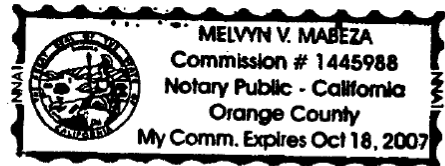
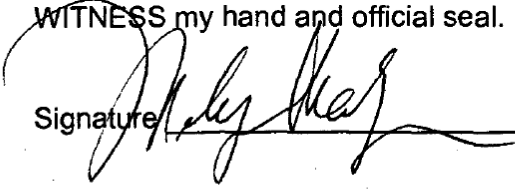
On May 1, 2006 before me, Melvyn V. Mabeza Notary Public
(here insert name and title of the officer)

personally appeared Ingrid Hanita

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

WITNESS my hand and official seal.

Signature



(Seal)

1 **PSOMAS**

3 **Legal Description**

5 **Exhibit "A"**

7 **Parcel 6**

9
11 In the City of Tustin, County of Orange, State of California, being that portion of Block
13 10, of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of
15 Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through
17 39 inclusive of Records of Survey, both of the records of said County, described as
19 follows:

21 For the purpose of this description the following Control line is hereby established:

23 **Control line "A"**

25
27 Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of
29 Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue
31 between Valencia Avenue and Warner Avenue bears South 40°37'39" West for the
33 purpose of this description; thence South 49°20'07" East 106.23 feet to the beginning of
35 a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly
37 along said curve 134.49 feet through a central angle of 5°30'14"; thence
39 South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly
41 having a radius of 1400.04 feet; thence southeasterly along said curve 103.54 feet
43 through a central angle of 4°14'15"; thence North 40°40'06" East 79.56 feet to a point
45 hereinafter to be referred to as point "A"; thence continuing North 40°40'06" East
47 659.45 feet to a point that is 445.49 feet southeasterly, measured at right angles to the
49 centerline of said Red Hill Avenue between Valencia Avenue and Santa Fe Drive and
604.41 feet southwesterly of the Southwesterly line of said the land shown on the map
filed in book 64, page 39 of parcel maps, records of said County, and as established on
said Record of Survey

1 **PSOMAS**

3 **Legal Description**

5 **Exhibit "A"**

7 **Parcel 6**

9 **Parcel 6**

11 Beginning at the hereinbefore described point "A"; thence leaving said control line "A",
13 North 49°19'54" West 30.00 feet to the **true point of beginning**; thence
15 South 87°33'50" West 36.69 feet; thence North 45°10'56" West 9.92 feet to the
17 beginning of a curve concave northeasterly having a radius of 143.50 feet; thence
19 northwesterly along said curve 31.99 feet through a central angle of 12°46'19"; thence
21 North 32°24'37" West 28.61 feet to the beginning of a curve concave southwesterly
23 having a radius of 159.50 feet; thence northwesterly along said curve 31.79 feet through
25 a central angle of 11°25'16"; thence North 43°49'53" West 42.11 feet to the beginning
27 of a curve concave southwesterly having a radius of 1464.04 feet, being concentric with
29 and 64.00 feet northeasterly of said control line "A"; thence northwesterly along said
31 concentric curve 140.62 feet through a central angle of 5°30'11"; thence leaving said
33 concentric curve North 49°20'04" West 15.29 feet; thence North 04°20'50" West
35 36.78 feet to a line that is parallel with and 65.00 feet southeasterly of said centerline of
37 Red Hill Avenue; thence along said parallel line North 40°38'29" East 50.00 feet;
39 thence leaving said parallel line South 49°21'31" East 12.00 feet to a line that is parallel
41 with and 77.00 feet southeasterly of said centerline of Red Hill Avenue; thence along
43 said parallel line North 40°38'29" East 180.00 feet; thence leaving said parallel line
45 North 49°21'31" West 12.00 feet to a line that is parallel with and 65.00 feet
47 southeasterly of said centerline of Red Hill Avenue; thence along said parallel line
49 North 40°38'29" East 364.27 feet; thence leaving said parallel line South 49°19'54" East
343.08 feet to the beginning of a non-tangent curve concave westerly having a radius of
90.00 feet, a radial line to said beginning bears South 72°43'36" East; thence southerly
and southwesterly along said curve 36.75 feet through a central angle of 23°23'42" to a
line that is parallel with and 30.00 feet northwesterly of said control line "A"; thence
along said parallel line South 40°40'06" West 591.29 feet to the **true point of beginning**.

1 **PSOMAS**

3 **Legal Description**

5 **Exhibit "A"**

7 **Parcel 6**

9 Excepting therefrom the following parcel

11 **Parcel 1C**

13 Beginning at the **true point of beginning** of the hereinbefore described Parcel 6; thence
15 South 87°33'50" West 36.69 feet; thence North 45°10'56" West 9.92 feet to the
17 beginning of a curve concave northeasterly having a radius of 143.50 feet; thence
19 northwesterly along said curve 31.99 feet through a central angle of 12°46'19"; thence
21 North 32°24'37" West 28.61 feet to the beginning of a curve concave southwesterly
23 having a radius of 159.50 feet; thence northwesterly along said curve 31.79 feet through
25 a central angle of 11°25'16"; thence North 43°49'53" West 42.11 feet to the beginning
27 of a curve concave southwesterly having a radius of 1464.04 feet, being concentric with
29 and 64.00 feet northeasterly of said control line "A"; thence northwesterly along said
31 concentric curve 140.62 feet through a central angle of 5°30'11"; thence leaving said
33 concentric curve North 49°20'04" West 15.29 feet; thence North 04°20'50" West
35 36.78 feet to a line that is parallel with and 65.00 feet southeasterly of said centerline of
37 Red Hill Avenue; thence along said parallel line North 40°38'29" East 50.00 feet; thence
39 leaving said parallel line South 49°21'31" East 12.00 feet to a line that is parallel with and
41 77.00 feet southeasterly of said centerline of Red Hill Avenue; thence along said parallel
43 line North 40°38'29" East 41.13 feet; thence leaving said parallel line
45 South 49°19'54" East 338.24 feet to a line that is parallel with and 30.00 feet
47 northwesterly of said control line "A"; thence along said parallel line
49 South 40°40'06" West 123.89 feet to the **point of beginning**

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PSOMAS

Legal Description

Exhibit "A"

Parcel 6

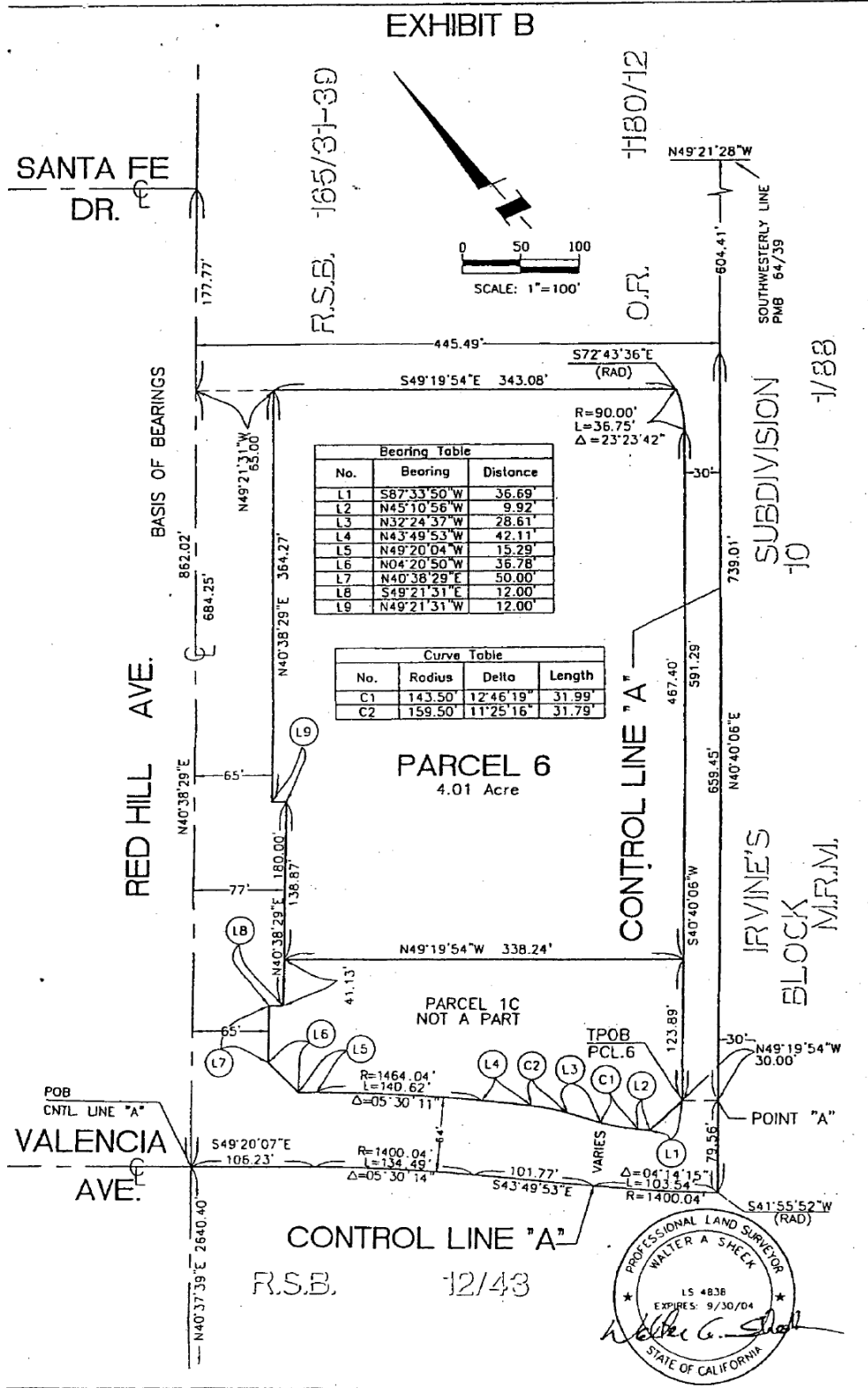
Containing 174,523 Square Feet or 4.01 Acres, more or less

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision



Walter A. Sheek 11-16-01
Walter A. Sheek P.L.S. 4838 Date



DESCRIPTION: PUBLIC BENEFIT CONVEYANCE PARCEL 6	SHEET 1 OF 1	SCALE 1" = 100'
MCAS-TUSTIN	PSOMAS	DRAFTED RAT
	3187 Red Hill Avenue Suite 230 Tustin, CA 92680	CHECKED LS
		DATE JUNE, 2000
		INR

GA 1213-203
SSA/Rite of Passage ATCS
15405 Lansdowne, Tustin

Attachment C

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