FNT # 5001916

RECORDING REQUESTED BY:

Mather Financial Services Incorporated
10399 Old Placerville Road
Sacramento, California 95827

Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK 20071023 PAGE 0970
Check Number 6637
Tuesday, OCT 23, 2007 11:52:25 AM
Ttl Pd $48.00 Nbr-0005123761
KDL/24/1-14

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Northern California Region
8800 Cal Center Drive
Sacramento, California 95826
ATTN: Anthony J. Landis, P.E.
Chief, Office of Military Facilities

(Space Above This Line For Recorder's Use Only)

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

MATHER FINANCIAL SERVICES INCOPORATED PARCEL Q
THE FORMER MATHER AIR FORCE BASE, DTSC SITE CODE 101912-11
COUNTY OF SACRAMENTO
APN# PORTION OF 067-0010-026
GROUNDWATER

This Covenant and Agreement (hereinafter Covenant) is made by and between the Mather Financial Services Incorporated (hereinafter Covenantor or Credit Union), the current owner of property situated in Sacramento, County of Sacramento, State of California, described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein by this reference (Property), and the State of California (State), acting by and through the California Department of Toxic Substances Control (Department), and the Central Valley Regional Water Quality Control Board (Regional Water Board).

Pursuant to Civil Code section 1471, the State has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence, on the land, of hazardous materials as defined in Health and Safety Code section 25260, and to protect waters of the State of California in accordance with Water Code Division 7. The Covenantor and the State, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5, that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I

STATEMENT OF FACTS

1.01 Property Description. The Property, also known as Parcel Q, is commonly referred to as Mather Financial Services Incorporated, and is located on the former Mather Air Force Base, totaling approximately 1.35 acres.

1.02 Property History. The Property was transferred before the remedy for the underlying contaminated groundwater plume was deemed to be operating properly and successfully. Therefore, property was transferred to the Credit Union by the United States, acting by and through the Department of the Air Force (Air Force), pursuant to Section 120(h)(3)(C) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), also known as an "early transfer."

1.03 Groundwater Remedial Action. The Air Force is conducting a remedial action to remove contaminated groundwater on the Property in coordination with the United States Environmental Protection Agency (U.S. EPA), the Department, and the Regional Water Board. Groundwater remediation is being achieved through a groundwater extraction and treatment program underway as part of the Soil Operable Unit and Groundwater Operable Unit Plumes Record of Decision (Soil and Groundwater ROD). The Soil and Groundwater ROD was approved on April 29, 1996.

1.04 Groundwater Contamination. Groundwater contamination originating from numerous sources across the former base underlies the Property. The groundwater underlying the Property is contaminated with volatile organic compounds (VOCs). The primary Contaminant of Concern is tetrachloroethene (PCE). The maximum concentration of PCE in the groundwater beneath the Property is 69 µg/L as of October 2006. PCE is suspected to cause cancer when ingested over a long period of time. The approved cleanup standard for PCE is the state Maximum Contaminant Level (MCL) found in Title 40 Code of Federal Regulations, Part 141, and Title 22 California Code of regulations section 64444. The MCL is 5.0 ug/l for PCE. The restrictions described within this document will prevent the public from drinking water that is above the MCL and could be harmful. The water table is approximately 70 feet below ground surface. The State concludes that the groundwater presents an unacceptable threat to human health and safety. The State further concludes that the Property, subject to the restrictions of this Covenant, does not present an unacceptable threat to human health or the environment.

ARTICLE II

DEFINITIONS

2.01 Department. "Department" means the Department of Toxic Substances Control and includes any successor agencies, if any.

2.02 Regional Water Board. "Regional Water Board" means the Regional Water Quality Control Board, Central Valley Region, and includes any successor agencies, if any.

2.03 Owner. "Owner" means the Covenantor and all successors in interest to the Covenantor, including heirs and assignees, who at any time hold title to all or any portion of the Property.

2.04 Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal right to occupy any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as Restrictions), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: a) runs with the land pursuant to H&SC section 25355.5 and Civil Code section 1471; b) inures to the benefit of the State and passes with each and every portion of Property; c) is for the benefit of and is enforceable by the State; and d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners and Occupants. Pursuant to H&SC section 25355.5(a)(1)(c), this Covenant binds all Owners and Occupants of the Property, their heirs, successors, and assignees, and their agents, employees, and lessees. Pursuant to Civil Code section 1471, the Owner and all successive owners of the Property are expressly bound hereby for the benefit of the State.

3.03 Written Notice of Release of Hazardous Materials. Prior to the sale, lease or sublease of the Property, of any portion thereof, or the execution of a license or easement on the Property, the owner, lessor, or sub-lessor shall give the buyer, lessee, or sub-lessee notice that hazardous materials are located beneath the Property as required by H&SC section 25359.7.

3.04 Incorporation in Deeds and Leases. This Covenant shall be incorporated by reference in each and all deeds and leases and subleases for any portion of the Property.

3.05 Conveyance of Property. The Owner shall notify the Department and Regional Water Board no later than thirty (30) days after conveying any ownership interest in the Property (excluding short-term rentals and leases, mortgages, liens and other non-possessory encumbrances). The Department and Regional Water Board shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed conveyance, except as provided by law.

3.06 Costs of Administering this Covenant. The Department and the Regional Water Board have incurred and will in the future incur costs associated with the administration of this Covenant. Pursuant to California Code of Regulations, title 22, section 67391.1(h) and Porter Cologne section 13304, DTSC's and the Regional Water Board's costs associated with the administration of this Covenant must be paid. The Air Force is currently paying these costs. If, however, payments are not made by the Air Force, the Owner will be responsible for DTSC and the Regional Water Board costs.

ARTICLE IV

RESTRICTIONS

4.01 Prohibited Activities. The following activities are prohibited on this Property:

(a) Construction of groundwater wells for injection, extraction or utilization.

(b) Any land use that would restrict remedial investigation activities, remedial actions, or long-term maintenance and operation of the groundwater remedy.

(c) Destruction or disturbance of the any groundwater monitoring wells or other parts of the groundwater extraction and treatment systems.

(d) Any other activity that would interfere with or adversely affect the groundwater remedy, or result in the creation of a groundwater recharge area (e.g. unlined surface impoundments or disposal trenches).
Note: Normal landscaping and irrigation activities including routine irrigation practices are not prohibited activities.

4.02 Access. The U.S. EPA, the Department, Regional Water Board, their contractors and agents shall have reasonable right-of-entry and access to the Property for inspection, monitoring, testing, sampling, installation and monitoring of remedial systems, and other activities consistent with the purposes of this Covenant as deemed necessary by the U.S. EPA, the Department, Regional Water Board and the Covenantor in order to protect the public health and safety and/or the environment and oversee any required activities.

4.03. Access for Implementing Remedial Operations and Maintenance. The Air Force is responsible for implementing the continuing remedial operation and maintenance at the Property. The Air Force shall have reasonable right of entry and access to the Property for the purpose of implementing the operation and maintenance until the State determines that no further operation and maintenance is required.

ARTICLE V

ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department, or the Regional Water Board to require that the Owner modify or remove any improvements (Improvements herein shall mean all buildings, roads, driveways, and paved parking areas, water wells, and surface impoundments constructed or placed upon any portion of the Property in violation of the Restrictions). Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department or the Regional Water Board, shall be grounds for the Department or the Regional Water Board to pursue administrative, civil or criminal actions, as provided by law.

ARTICLE VI

VARIANCE, TERMINATION AND TERM

6.01 Variance. Covenantor, Owner, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233. The Department shall receive the concurrence of the Regional Water Board before any such variance is effective.

6.02 Termination. Covenantor, Owner, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234. The Department shall receive the concurrence of the Regional Water Board before any such termination is effective.

6.03 Term. Unless ended in accordance with the termination paragraph above, by law, or by the Department and the Regional Water Board in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 State of California References. All references to the State of California, the Department, and the Regional Water Board include successor agencies/departments or other successor entity (ies) and delegated agencies.

7.03 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Sacramento within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04 Notices. Whenever any person gives or serves any Notice (Notice as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: 1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or 2) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Mather Financial Services Incoporated:

Mr. Brandon Ivie, CFO
10399 Old Placerville Road
Sacramento, California 995827

To Department:

Chief, Northern California Operations
Office of Military Facilities
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826

To Regional Water Board:

Executive Officer
California Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive, #200
Rancho Cordova, California 95670-6114

To U.S. EPA:

Chief, Federal Facility and Site Cleanup Branch
Superfund Division
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street, Mail Code: SFD-8
San Francisco, California 94105-3901

Any party may change its address or the agency function to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05 Partial Invalidity. If any provision of this Covenant is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Attachments. All attachments referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.07 Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.08 Statutory References. All statutory references include successor provisions.

7.09 Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

7.10 Monitoring, Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by March 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual inspection report (e.g., drive by, fly over, walk in, etc.). If violations are noted, the annual inspection report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within ten (10) days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant, and demand that the violation cease immediately.

{Signatures follow}

MATHER FINANCIAL SERVICES INCOPORATED

By: _____

~~Judy Flores~~ ~~Brand~~ Brandon Ivie

Title: CEO & President

Date: 10/15/2007

ACKNOWLEDGMENT

State of California

County of Sacramento

On 10-15-07 before me, M. Sinclair, Notary Public

personally appeared Brandon Ivie

Personally known to me

Proved to me on the basis of satisfactory evidence

To be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

M. SINCLAIR
Commission # 1696046
Notary Public - California
Sacramento County
My Comm. Expires Sep 26, 2010

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By: Anthony J. Landis
Anthony J. Landis
Title: Chief, Northern California Operations
Office of Military Facilities
Date: 9-24-07

ACKNOWLEDGMENT

State of California

County of Sacramento

On September 24, 2007 before me, Kathleen C. Duncan, Notary Public
personally appeared Anthony J. Landis

Personally known to me ✓
Proved to me on the basis of satisfactory evidence

To be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen C. Duncan

KATHLEEN C. DUNCAN
Commission # 1626225
Notary Public - California
Sacramento County
My Comm. Expires Dec 9, 2009

REGIONAL WATER QUALITY CONTROL BOARD,
CENTRAL VALLEY REGION

By: Pamela C. Creedon
Pamela C. Creedon
Title: Executive Officer
Date: 9-24-07

ACKNOWLEDGMENT

State of California

County of Sacramento

On September 24, 2007 before me, Kathleen C. Duncan,
personally Notary Public
appeared Pamela C. Creedon

Personally known to me ✓
Proved to me on the basis of satisfactory evidence

To be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen C. Duncan

KATHLEEN C. DUNCAN
Commission # 1628225
Notary Public - California
Sacramento County
My Comm. Expires Dec 9, 2009

KATHLEEN C. DUNCAN
Commission # 1628225
Notary Public California
Sacramento County
Dec 9, 2009

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY (Restricted Area)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE "RANCHO RIO DE LOS AMERICANOS," FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, IN BOOK 1 OF MAPS, MAP NO. 2, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE CENTERLINE OF WHITEHEAD STREET, FROM WHICH THE POINT OF INTERSECTION OF SAID CENTERLINE WITH THE CENTER LINE OF ARMSTRONG AVENUE, BEARS NORTH 04°30'09" WEST 227.17 FEET; THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID CENTERLINE, NORTH 85°29'51" EAST 233.75 FEET; THENCE SOUTH 04°30'09" EAST 113.31 FEET; THENCE SOUTH 85°31'41" WEST 62.15 FEET; THENCE SOUTH 04°30'09" EAST 188.71 FEET; THENCE SOUTH 85°52'53" WEST 171.60 FEET TO SAID CENTERLINE OF WHITEHEAD STREET; THENCE ALONG SAID CENTERLINE, NORTH 04°30'09" WEST 300.82 FEET, TO THE POINT OF BEGINNING.

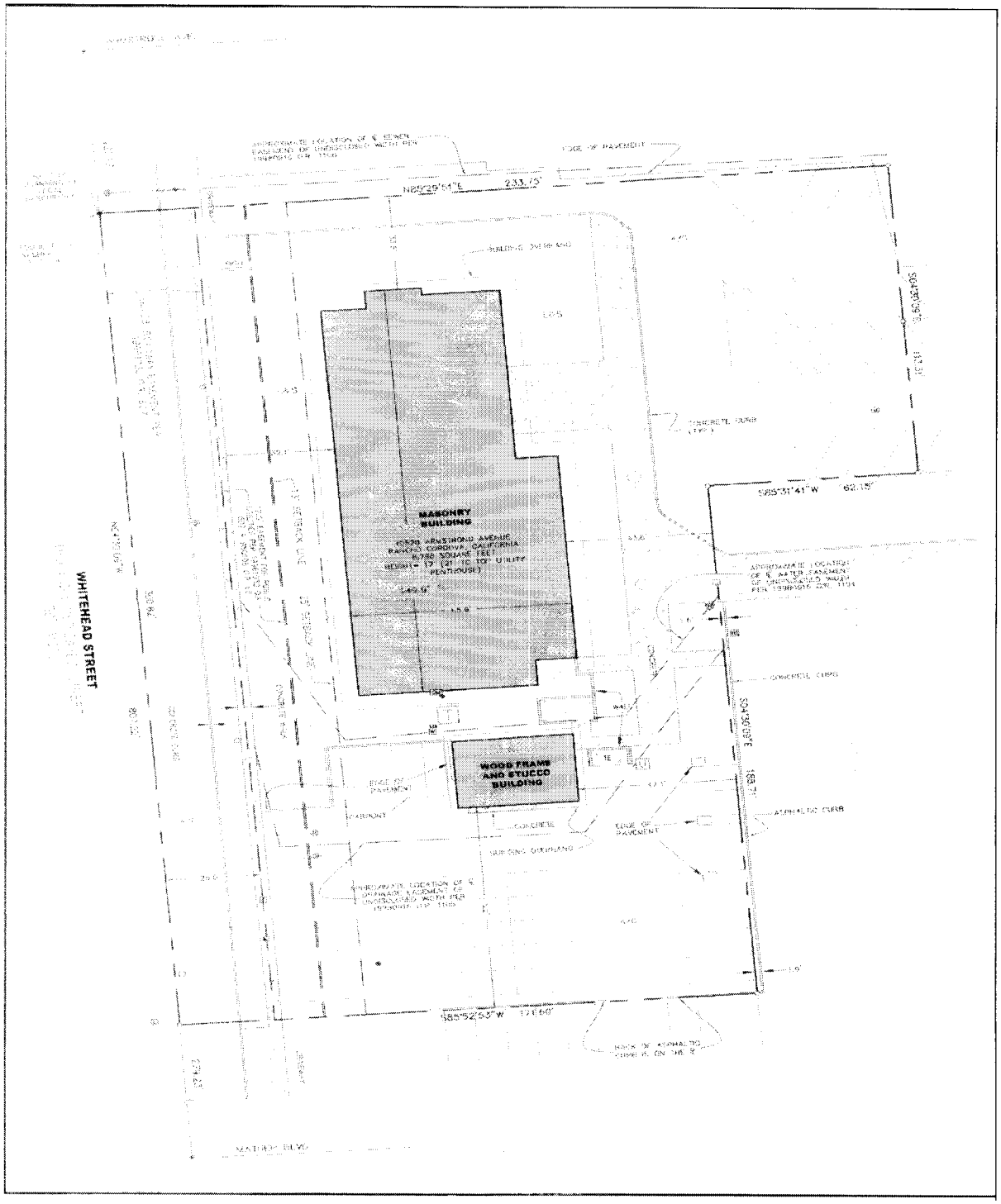
EXCEPTING THEREFROM THE ENTIRE MINERAL ESTATE UNDERLYING A PORTION OF SAID LAND AS RESERVED BY THE UNITED STATES OF AMERICA IN THE DEED RECORDED JULY 7, 1998 IN BOOK 19980707, PAGE 501, OFFICIAL RECORDS OF SAID COUNTY.

CONTAINS 1.349 ACRES, MORE OR LESS.

APN: A PORTION OF 067-0010-026

EXHIBIT B

PLATES SHOWING PARCELS TO BE RESTRICTED BY THIS COVENANT



Fidelity National Title Company

8950 Cal Center Drive, Bldg. 3, Suite 100, Sacramento, CA 95826
916 364-4070 • FAX 916 364-4093

ATTN: Carrie Tatoian-Cain
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826

DATE: October 23, 2007
ESCROW NO.: 05-**5001916**-MN
LOCATE NO.: CAFNT0934-0934-0010-0005001916
TITLE NO.: 05-**5001916**
PROPERTY ADDRESS:
067-0010-026-0000, Mather, CA 95655

In connection with the above-mentioned property, enclosed please find the following:

Certified copy of Land Use Covenant

We appreciate the opportunity of being of service to you. If we can be of further assistance, please feel free to call upon us.

Sincerely,

Theresa Roberts for
Marja Nickel
Branch Manager/Escrow Officer
Phone: 916 364-4070
FAX: 916 364-4093

TR

enclosure(s)

FNT # 5001916

RECORDING REQUESTED BY:

Mather Financial Services Incorporated
10399 Old Placerville Road
Sacramento, California 95827

Certified to be a true copy of
Document recorded 10-23-07
Document No. NA
Book 20071023 Page 970
Sacramento County Records
Fidelity National Title
By Theresa Roberts

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Northern California Region
8800 Cal Center Drive
Sacramento, California 95826
ATTN: Anthony J. Landis, P.E.
Chief, Office of Military Facilities

(Space Above This Line For Recorder's Use Only)

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

MATHER FINANCIAL SERVICES INCOPORATED PARCEL Q
THE FORMER MATHER AIR FORCE BASE, DTSC SITE CODE 101912-11
COUNTY OF SACRAMENTO
APN# PORTION OF 067-0010-026
GROUNDWATER

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Pursuant to Civil Code section 1471, the State has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence, on the land, of hazardous materials as defined in Health and Safety Code section 25260, and to protect waters of the State of California in accordance with Water Code Division 7. The Covenantor and the State, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5, that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I

STATEMENT OF FACTS

1.01 Property Description. The Property, also known as Parcel Q, is commonly referred to as Mather Financial Services Incorporated, and is located on the former Mather Air Force Base, totaling approximately 1.35 acres.

1.02 Property History. The Property was transferred before the remedy for the underlying contaminated groundwater plume was deemed to be operating properly and successfully. Therefore, property was transferred to the Credit Union by the United States, acting by and through the Department of the Air Force (Air Force), pursuant to Section 120(h)(3)(C) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), also known as an "early transfer."

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ARTICLE II

DEFINITIONS

2.01 Department. "Department" means the Department of Toxic Substances Control and includes any successor agencies, if any.

2.02 Regional Water Board. "Regional Water Board" means the Regional Water Quality Control Board, Central Valley Region, and includes any successor agencies, if any.

2.03 Owner. "Owner" means the Covenantor and all successors in interest to the Covenantor, including heirs and assignees, who at any time hold title to all or any portion of the Property.

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4.02 Access. The U.S. EPA, the Department, Regional Water Board, their contractors and agents shall have reasonable right-of-entry and access to the Property for inspection, monitoring, testing, sampling, installation and monitoring of remedial systems, and other activities consistent with the purposes of this Covenant as deemed necessary by the U.S. EPA, the Department, Regional Water Board and the Covenantor in order to protect the public health and safety and/or the environment and oversee any required activities.

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ARTICLE V

ENFORCEMENT

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ARTICLE VI

VARIANCE, TERMINATION AND TERM

6.01 Variance. Covenantor, Owner, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233. The Department shall receive the concurrence of the Regional Water Board before any such variance is effective.

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6.03 Term. Unless ended in accordance with the termination paragraph above, by law, or by the Department and the Regional Water Board in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

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To Mather Financial Services Incoporated:

Mr. Brandon Ivie, CFO
10399 Old Placerville Road
Sacramento, California 995827

To Department:

Chief, Northern California Operations
Office of Military Facilities
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826

To Regional Water Board:

Executive Officer
California Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive, #200
Rancho Cordova, California 95670-6114

To U.S. EPA:

Chief, Federal Facility and Site Cleanup Branch
Superfund Division
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street, Mail Code: SFD-8
San Francisco, California 94105-3901

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7.07 Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

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{Signatures follow}

MATHER FINANCIAL SERVICES INCOPORATED

By: _____

~~Judy Flores~~ ~~Brand~~ Brandon Ivie

Title: CEO & President

Date: 10/15/2007

ACKNOWLEDGMENT

State of California

County of Sacramento

On 10·15·07 before me, M. Sinclair, Notary Public

personally appeared Brandon Ivie

Personally known to me

Proved to me on the basis of satisfactory evidence

To be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

M. SINCLAIR
Commission # 1696046
Notary Public - California
Sacramento County
My Comm. Expires Sep 26, 2010

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By: Anthony J. Landis
Anthony J. Landis
Title: Chief, Northern California Operations
Office of Military Facilities
Date: 9-24-07

ACKNOWLEDGMENT

State of California

County of Sacramento

On September 24, 2007 before me, Kathleen C. Duncan, Notary Public
personally appeared Anthony J. Landis

Personally known to me ✓
Proved to me on the basis of satisfactory evidence

To be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen C. Duncan

KATHLEEN C. DUNCAN
Commission # 1428225
Notary Public - California
Sacramento County
My Comm. Expires Dec 9, 2009

REGIONAL WATER QUALITY CONTROL BOARD,
CENTRAL VALLEY REGION

By: Pamela C. Creedon
Pamela C. Creedon
Title: Executive Officer
Date: 9-24-07

ACKNOWLEDGMENT

State of California

County of Sacramento

On September 24, 2007 before me, Kathleen C. Duncan, Notary Public
personally appeared Pamela C. Creedon

Personally known to me ✓
Proved to me on the basis of satisfactory evidence

To be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen C. Duncan

KATHLEEN C. DUNCAN
Commission # 1628225
Notary Public - California
Sacramento County
My Comm. Expires Dec 9, 2009

KATHLEEN C. DUNCAN
Commission # 1628225
Notary Public California
Sacramento County
My Comm. Expires Dec 9, 2009

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY (Restricted Area)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

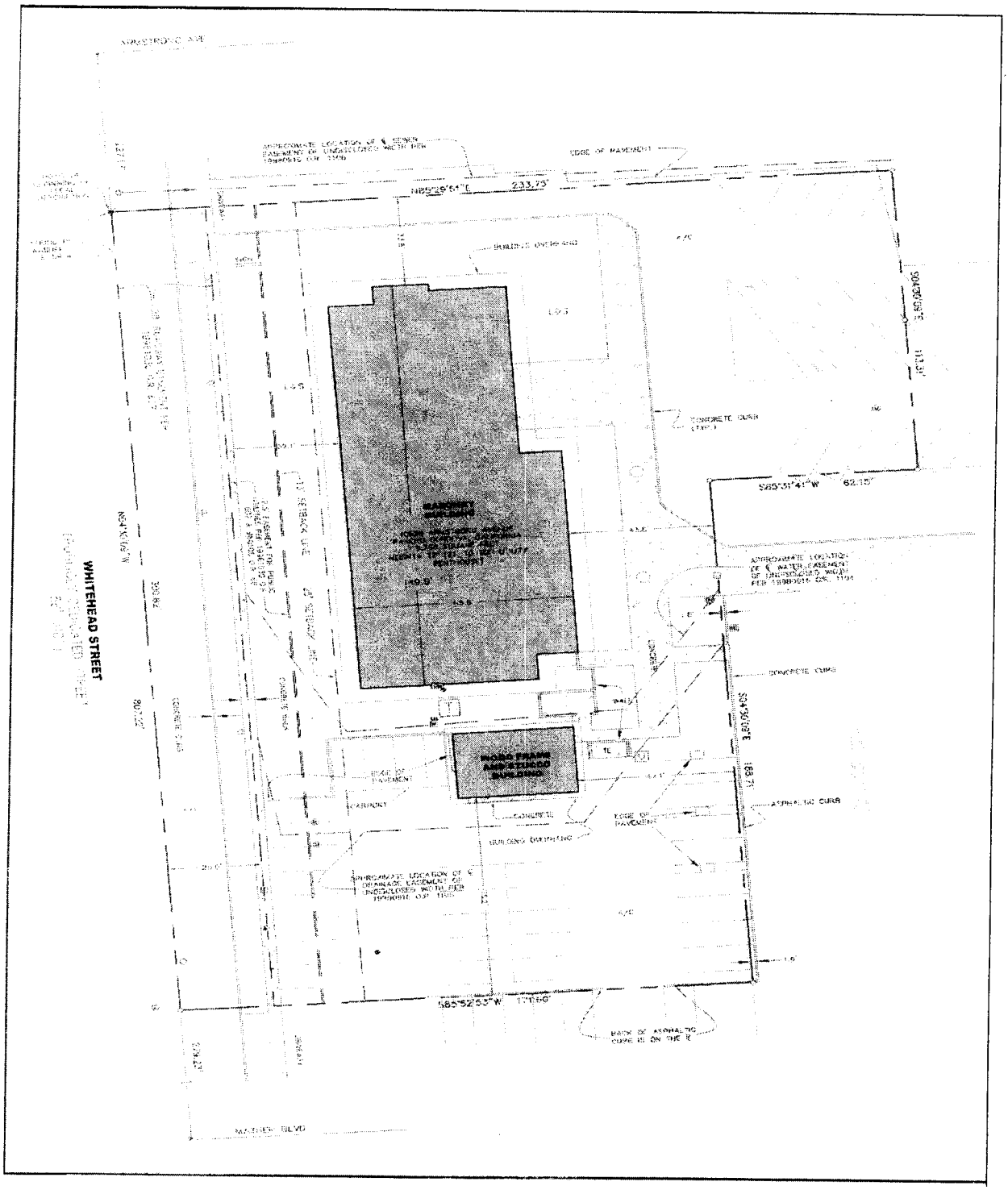
ALL THAT PORTION OF THE "RANCHO RIO DE LOS AMERICANOS," FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, IN BOOK 1 OF MAPS, MAP NO. 2, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE CENTERLINE OF WHITEHEAD STREET, FROM WHICH THE POINT OF INTERSECTION OF SAID CENTERLINE WITH THE CENTER LINE OF ARMSTRONG AVENUE, BEARS NORTH 04°30'09" WEST 227.17 FEET; THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID CENTERLINE, NORTH 85°29'51" EAST 233.75 FEET; THENCE SOUTH 04°30'09" EAST 113.31 FEET; THENCE SOUTH 85°31'41" WEST 62.15 FEET; THENCE SOUTH 04°30'09" EAST 188.71 FEET; THENCE SOUTH 85°52'53" WEST 171.60 FEET TO SAID CENTERLINE OF WHITEHEAD STREET; THENCE ALONG SAID CENTERLINE, NORTH 04°30'09" WEST 300.82 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE ENTIRE MINERAL ESTATE UNDERLYING A PORTION OF SAID LAND AS RESERVED BY THE UNITED STATES OF AMERICA IN THE DEED RECORDED JULY 7, 1998 IN BOOK 19980707, PAGE 501, OFFICIAL RECORDS OF SAID COUNTY.

CONTAINS 1.349 ACRES, MORE OR LESS.

APN: A PORTION OF 067-0010-026

EXHIBIT B

PLATES SHOWING PARCELS TO BE RESTRICTED BY THIS COVENANT