

**Recording Requested By
And When Recorded Mailed to:**

County of Lake
Administrative Office
Attn: County Administrative Officer
Courthouse – 255 North Forbes Street
Lakeport, CA 95453

With a Copy to:

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

**DEED NOTIFICATION COVENANT
ENVIRONMENTAL RESTRICTION ON PROPERTY**

LAMPSON FIELD
600 SKY PARK DRIVE (FORMALLY KNOWN AS 4745 HIGHLAND SPRINGS ROAD), LAKEPORT,
COUNTY OF LAKE, CALIFORNIA
ASSESSOR'S PARCEL NUMBER 008-032-62

This Deed Notification Covenant ("**Covenant**") is made as of the _____ day of September 2020 by the County of Lake ("**Covenantor**"), who is the Owner of Record of that certain property situated at 600 Sky Park Drive (formally known as 4745 Highland Springs Road), Lakeport, County of Lake, State of California ("**Site**"), designated by the Lake County Assessor as Assessor's Parcel Number ("**APN**") 008-032-62). This covenant benefits the Central Valley Regional Water Quality Control Board ("**Central Valley Water Board**"), with reference to the following facts:

ARTICLE I—RECITALS

1. Purpose. It is the purpose of this Covenant to impose covenants, conditions, and restrictions on the Site that will run with the land to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.
2. Site. The Site has been and continues to be utilized as a hangar for aircraft and aircraft repairs. Activities at the hangar include, but are not limited to aircraft maintenance, materials storage, and related offices. The Site is a portion of that certain property situated at 600 Sky Park Drive (formally known as 4745 Highland Springs Road) described in a grant deed recorded in Book 819, Page 476 of Official Records of the County of Lake, and illustrated on the Assessor's Parcel Map page both of which are incorporated herein as Exhibit A.
3. Presence of Hazardous Materials. Following the discovery of volatile organic compounds (**VOCs**) in groundwater beneath the Site in 1995, subsequent testing confirmed that groundwater underlying the Site contains hazardous materials, as defined in Section 25260 of the Health and Safety Code ("**Contaminants**"). To reduce the presence of those contaminants, remediation in the form hydrogen peroxide injections was performed, which resulted in a

decrease VOCs in groundwater. At present, a dissolved-phase plume of VOCs extends approximately 40 feet northwest of the VOC source area.

4. Exposure Pathways. The risk of exposure to the Contaminants present in Site groundwater could arise by human consumption thereof. The Notification Requirements set forth in Sections 12-13 of this Covenant shall be implemented to mitigate this risk.
5. Disclosure. Full and voluntary disclosure to the Central Valley Water Board of the presence of hazardous materials beneath the Site, as described herein, has been made.

ARTICLE II—DEFINITIONS

6. Central Valley Water Board. "Central Valley Water Board" shall refer to the California Regional Water Quality Control Board, Central Valley Region, and any successor agencies designated by statute with respect to the subject matter of this Covenant.
7. Agreement Notification Requirement. "Deed Notification Requirement" shall refer to the notification requirement set forth in Section 13 of this Covenant.
8. Notification Requirements. "Notification Requirements" shall refer to (1) the Onsite Notification Requirement set forth in Section 12 of this Covenant, and (2) the Agreement Notification Requirement set forth in Section 13 of this Covenant.
9. Occupants. "Occupants" shall refer to Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Site.
10. Onsite Notification Requirement. "Onsite Notification Requirements" shall refer to the notification requirement set forth in Section 12 of this Covenant.
11. Owner or Owners. "Owner" or "Owners" shall refer to the Covenantor and its successors-in-interest with title to the subject Site.

ARTICLE III—GENERAL PROVISIONS

12. Provisions to Run with the Land. This Covenant sets forth Notification Requirements that are reasonably necessary to protect public health and safety and the environment from risks associated with the presence of hazardous materials in groundwater underlying the Site. The Notification Requirements shall run with the land pursuant to Civil Code section 1471, and shall apply to, inure to the benefit of, and bind the respective successors-in-interest thereof, for the benefit of the Central Valley Water Board, and all Owners and Occupants.
13. Concurrence of Owners and Lessees Presumed. All persons purchasing, leasing or possessing any portion of the Site shall by virtue of such actions be deemed to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Notification Requirements must be adhered to for the benefit of the Central Valley Water Board, as well as the Owners and Occupants of the Site.

ARTICLE IV—USE AND CONVEYANCE OF THE SITE

14. Proposed Land Use Changes. Should any changes in land use be proposed for the Site, an evaluation of environmental conditions and their anticipated impacts on those proposed changes shall be submitted to the Central Valley Water Board. The evaluation shall address all known contaminants present in Site groundwater through all possible exposure pathways.

ARTICLE V—NOTIFICATIONS

15. Onsite Notification. Owners shall provide the Notification Language set forth in **Exhibit B** to any persons or contractors working at the Site prior to any excavation or drilling project in which groundwater may be encountered.
16. Notification in Agreements. Upon recordation of this Covenant, all purchase agreements and lease agreements relating to the Site shall be accompanied by the following written statement:

The land described herein contains hazardous materials in the groundwater under the property, and is subject to a deed notification requirement dated as of _____, 2020, and recorded on _____, 2020, in the Official Records of County of Lake, California, as Document No. _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE VI—VARIANCE AND TERMINATION

17. Variance. Any Owner or, with the Owner's consent, any Occupant of the Site or any portion thereof may apply to the Central Valley Water Board for a written variance from the provisions of this Covenant. The variance will not be unreasonably withheld.
18. Termination. Any Owner or, with the Owner's consent, any Occupant of the Site or a portion thereof may apply to the Central Valley Water Board for a termination of the deed notification requirement. The Central Valley Water Board shall remove the deed notification requirement upon receiving adequate confirmation sampling demonstrating to the Board's satisfaction that the environmental condition upon which the deed notification requirement is based has been cured.
19. Term. Unless terminated in accordance with Section 18 of this Covenant, or by operation of law, this Covenant shall continue in effect in perpetuity.

ARTICLE VII—MISCELLANEOUS PROVISIONS

20. Access. Covenantor shall allow authorized representatives of the Central Valley Water Board the right to enter the Site at reasonable times for purposes of evaluating current environmental conditions (e.g. sample collection, inspection of surface cover integrity and ongoing construction activities), and to determine compliance with this Covenant.
21. No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Site or any portion thereof to the general public.

22. Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or official of a government agency being served, or (b) three business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:
- Covenantor
County of Lake
Administrative Office
Attn: County Administrative Officer
Courthouse – 255 North Forbes Street
Lakeport, CA 95453
- Central Valley Water Board
Regional Water Quality Control Board,
Central Valley Region
Attention: Underground Storage Tank Program Manager
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670-6114
23. Partial Invalidity. If any portion of terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.
24. Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.
25. Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Central Valley Water Board. This instrument shall be recorded by the Covenantor in the County of Lake within thirty (30) days of the date of execution.
26. References. All references to Code sections include successor provisions.
27. Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to affect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
28. Execution and Counterparts. This Covenant may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Covenant. It is also agreed that separate counterparts of this Covenant may separately be executed by the signatories to this Covenant, all with the same force and effect as though the same counterpart had been executed by all of the signatories.

29. No Documentary Transfer Tax Due. This Covenant is recorded for the benefit of the State of California and is exempt from California transfer tax pursuant to Revenue and Taxation Code section 11928 and from recording fees pursuant to Government Code sections 6103 and 27383.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

County of Lake

By: _____

Title: Chair, Board of Supervisors

Date: _____

California Regional Water Quality Control Board,
Central Valley Region

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY
(2 pages)

1. Assessor's Parcel Map with Area defined
2. Grant Deed