

PERMIT

TO

UNITED STATES AIR FORCE

FROM

**NATIONAL AERONAUTIC AND SPACE ADMINISTRATION,
AMES RESEARCH CENTER**

REGARDING

**THE CALIFORNIA AIR NATIONAL GUARD
129TH RESCUE WING CANTONMENT AREA
AND RELATED FACILITIES**

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THIS PERMIT is made by and between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, acting by and through, Ames Research Center (ARC) located at Moffett Field, California (the "Permitter"), and the UNITED STATES AIR FORCE, acting by its Secretary of the Air Force (the "Permittee"). The Permitter and the Permittee may sometimes be referred to jointly as the "Parties," and each separately as a "Party."

This Permit is made by Permitter under the authority of section 203(c)(3) of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. §2473(c)(3)), and is made by Permittee under the authority of 10 U.S.C. §2661(b)(1) with reference to the following facts:

Recitals:

A. The US Air Force California Air National Guard (ANG) has maintained a presence at and operated from Naval Air Station Moffett Field from 1975 to the takeover under the Base Realignment and Closure (BRAC) law of that property by the Permitter on July 1, 1994. Since the transfer the ANG has operated at Moffett Federal Airfield at the NASA Ames Research Center under various written and implied agreements with Permitter. Among other things, from time to time the ANG has provided security services, airfield rescue firefighting/structural fire services and air traffic control services at the Property, and ANG has used and occupied various buildings and other facilities. ANG desires to maintain a long-term presence at NASA Ames Research Center, including the use of Moffett Federal Airfield.

B. Permitter desires to clarify its relationship with the ANG and enter into a real property agreement to use certain buildings and other facilities at the NASA Ames Research Center, Moffett Field. The ANG through Permittee desires to enter into a real property agreement granting it the long-term right to use and occupy those buildings and other facilities essential to its mission.

C. Permitter is willing to permit the Premises (as defined in section 1.1 and depicted as part of Exhibit A) to Permittee, and Permittee desires to permit the Premises from Permitter, on all of the terms and conditions of this Permit. There are other aspects to the Parties' relationship and they are documented in the Memorandum of Understanding between NASA and California Air National Guard 129th Rescue Wing and/or the Memorandum of Agreement (MOA) for Air Traffic Control and Maintenance Services at Moffett Federal Airfield, NASA ARC.

D. Permitter has advised Permittee that the building B47 (commonly known as Hangar 3) is listed in the National Register of Historic Places ("NRHP") pursuant to the National Historic Preservation Act of 1966, as amended (the "Act") (16 U.S.C. §470 et. seq.). This Permit contributes to Permitter's ability to meet its obligation to preserve its historic property in accordance with the Act.

E. The Permittee has conducted an Environmental Baseline Survey (EBS) , which is attached as exhibit 3

NOW, THEREFORE, the Permitter, for the consideration set forth below, hereby permits to the Permittee the Permitted Premises, as identified below, subject to the following conditions:

1. Basic Permit Provisions

1.1. Permitted Premises. Permitted Premises is the land and facilities thereon described in Exhibit A and depicted in Exhibit B, and subsequently referred to as CANTONMENT AREA and Temporary Use Areas (TUAs) subject to all existing grants, easements and conditions of record. During the Term, Permittee shall have a nonexclusive right, in common with other tenants and users of the Property, to use the common areas (such as driveways, sidewalks, parking areas, loading areas and access roads) in the Property outside of the Cantonment Area and Temporary Use Areas that are not leased to or allocated for the use of another tenant or user of the Property. Permittee shall use such common areas only for their intended purposes. Permitter shall have the right at its discretion to change the size, location, configuration, character or use of any such common areas, construct additional improvements or facilities in any such common areas, or close any such common areas. However, Permitter shall provide access to the Premises to Permittee at all times, except for emergencies or other reasons beyond Permitter's control, in which case Permittee shall work expeditiously to find alternative access to the Premises for Permittee's use. Neither Party shall interfere with the rights of the other, or with other tenants or users, of the Property to use such common areas. Furthermore, it is expected by the parties that the wingtips of certain aircraft will penetrate the airspace of the Cantonment Area while such aircraft are on the taxiway adjacent to runway 2R/14L. Such penetration will not constitute a violation of the Cantonment Area.

1.2. Term. One year with 49 automatic annual renewals, commencing on the date of execution by both Parties (Term Beginning Date), unless sooner terminated as specified elsewhere in this Permit; provided further that adequate appropriations are available from year to year. The evaluation of the terms and conditions of permit renewal will be at a mutually-agreed time and in a manner consistent with Air Force instructions and NASA's similar authority.

1.3. Consideration. The Permittee, for and in consideration for the use and possession of the Temporary Use Areas (TUAs), does hereby agree to pay published NASA ARC Blue Book rates for the TUAs. In addition and in consideration for the Cantonment Area will be the care and maintenance of the facilities as described herein.

1.4. Permitted Use.

(a) For activities consistent with the purpose of The US Air Force and the California National Guard, and consistent with the NASA Ames Development Plan, Final Programmatic Environmental Impact Statement (the "NADP-EIS") (July 2002), and the Record of Decision (the "ROD"). Permittee will also have use of Moffett Federal Airfield ("MFA") subject to the terms in section 3.1. .

(b) This Permit does not grant Permittee any rights to use the NASA or NASA Ames Research Center name, initials or logo. Permittee agrees to submit to Permitter for its approval all material that uses the NASA or NASA Ames Research Center name, initials or logo prior to publication. Approval by Permitter shall be based on Applicable Laws (e.g. 42 U.S.C. §§ 2459b, 2472(a) and 2473(c) (1); and 14 C.F.R. §1221.100 et seq.) and policy governing the use of the words "National Aeronautics and Space Administration" and the letters "NASA."

1.5 Improvements. Within the Cantonment Area(s) Premises, the Permittee, at the sole cost of the Permittee, may place, construct or make any substantial improvements, structures, alterations, or additions to, or installations upon, or otherwise modify or alter the Permitted Premises in any substantial way ("Improvements") provided such Improvements are in accord with the purpose of the United States Air Force. Permittee will provide semi-annual reporting of potential facility projects to Permitter, by providing Wing Facility Board Minutes. Permittee will provide a completed copy of the DD 1354 Acceptance of Real Property for completed facility projects. Within TUA Premises, the Permittee agrees to comply with the provisions of NPR 8820.2F, to include required notices and reporting. Permittee shall maintain plans and specifications (including as-built plans) and shall obtain any permits required for such work. Additionally for new TUA Area, Permittee structures and improvements to the Permitter's buildings greater than \$100,000, Permitter must coordinate with NASA HQs and receive authorization prior to Permittee proceeding. Permittee acknowledges that the Permitter must gain NASA HQ's authorization to proceed with the action because it is a NASA responsibility for real property reporting. Permitter will make every effort to ensure the authorization is provided in a timely manner. Permitter will not unreasonably withhold authorization.

1.6. Prohibitions. Tenant shall not, directly or indirectly, without the prior written consent of Landlord, assign this Lease or any interest herein or sublease the Premises or any part thereof, or permit the use or occupancy of the Premises by any person or entity other than Tenant. However, the foregoing sentence does not apply to or prohibit Tenant from allowing its contractors to operate in the Premises in the ordinary course of business; provided, however, if any such person or entity is not a Federal civil servant or Federal agency, such person or entity shall not be given access to Landlord's telecommunications network, except in the following manner:

(a) In regard to the use of the telecommunications infrastructure, Tenant should notify and coordinate with Landlord if Tenant needs access to this infrastructure for the purpose of supporting Tenant's own services (e.g. AT&T lines). Tenant's personnel and contractors may need to be escorted by Landlord's personnel while accessing the infrastructure and follow other security procedures determined by Landlord.

(b) In regard to access to Landlord's data and voice services, for voice Tenant will not be managing the hardware unless Tenant installs its own phone system. For the network, Tenant will have its own network, and access to ARCLAN IT services would only be as NASA has approved for Tenant. Such access will go through the normal account process.

1.7. Address of the Permitter.

NASA Ames Research Center
Office of the Deputy Director
Stop 200-2
Moffett Field, CA 94035-1000

1.8. Address of the Permittee.

129th Rescue Wing Civil Engineer
683 Macon Road, Mail Stop 17
Moffett Field, CA 94035

1.9. Historic Property. The Building B47 (commonly known as Hangar 3) is located on a portion of the Property commonly known as "Shenandoah Plaza," which is listed on the National Register of Historic Places as the Shenandoah Plaza Historic District pursuant to the Act. Furthermore, other portions of the Property are located adjacent to, or in the vicinity of, Shenandoah Plaza. Further, archeological resources protected under the Act are known to exist within the Property including the Premises. So long as Tenant is an occupant of historic property or proposes actions that may adversely affect protected historic and archeological resources, Tenant agrees to comply with the Act and to work with Landlord, who in turn will work with the Advisory Council on Historic Preservation (the "Advisory Council") and the California State Historic Preservation Officer ("SHPO"), and the Federal Archaeologist to ensure compliance with the National Historic Preservation Act, the Archeological Resources Protection Act, Native Graves Protection and Repatriation Act, and associated laws, regulations and Executive Orders to ensure the preservation of the historic integrity of the Premises.

2. Condition of Permitted Premises

2.1. Except as otherwise specifically provided in this Permit, or unless the presence of Hazardous Substances was caused by the activities of Permittee, Permittee assumes that it will have no liability for existing Hazardous Material identified in the EBS; no obligation for any existing conditions identified by the EBS; and no obligation to incur any costs for any clean-up or management of any existing Hazardous Material identified in the EBS or which is on, under, in or about the Property as of the Commencement Date. Pursuant to the completion of an EBS, Permittee represents to Permitter that, as of the Term Beginning Date, Permittee will know, will have examined, and will have investigated or caused to be examined and investigated to the full satisfaction of Permittee, the physical nature and condition, including the environmental condition, of the Permitted Premises and the equipment thereon, including any hazardous material present at or within or migrating from or within the Permitted Premises (herein, collectively the "*Condition of Permitted Premises*"). Permittee further represents and acknowledges that the Permitted Premises may contain non-game and endangered species of wildlife and/or habitats that may be subject to regulation under applicable federal or state law.

2.2. Permittee understands that the Property is underlain by a plume of contaminated soil and groundwater that comprises four Superfund sites contaminated with solvents and petroleum hydrocarbons: the former Naval Air Station Moffett Field, which is the responsibility of the Navy under the Federal Facilities Agreement referred to in section 4.1; and the Middlefield-Ellis-Whisman (MEW) site, which is the responsibility of the private entities known collectively as the MEW companies under either a Consent Decree or an Administrative Order from the EPA, depending on the company. Permittee is aware that the responsibilities between Permitter and the MEW Companies for environmental matters concerning the Property are determined by the Allocation and Settlement Agreement for MEW Remedial Program Management Between the National Aeronautics and Space Administration and Fairchild Semiconductor Corporation, Raytheon Company, and Intel Corporation, signed and effective March 1998.

.....The Navy is responsible for cleaning up the known soil and groundwater contamination under the Cantonment Area, and the US Environmental Protection Agency is the responsible regulatory agency overseeing this cleanup pursuant to the Federal Facilities Agreement for Naval Air Station Moffett Field entered into on August 8, 1989, by the Department of the Navy, the California Department of Health Services and the California Regional Water Quality Control Board – San Francisco Bay Region. Permittee will be responsible for complying with all lawful orders from regulatory agencies or the Courts pertaining to the cleanup of the soil and groundwater contamination. NASA has no responsibility for any contamination in the Cantonment Area, and will expect that either the Navy or the Permittee will be responsible for cleaning up such contamination. Permittee is aware that the responsibilities between Permitter and the Navy for environmental matters concerning the Property are determined by the Memorandum of Understanding Between Department of the Navy and National Aeronautics and Space Administration Regarding Moffett Field, California ("MOU"), signed and effective 22 December 1992.

2.3. At the expiration or earlier termination or revocation of this Permit, an Environmental Closeout Survey (ECS) will be prepared by the Permittee to document any environmental changes that have occurred from the initial EBS.

3. Default and Termination

3.1. The failure of the Permittee or the Permittee to comply with any provision of this Permit, where such failure to comply continues for one hundred and twenty (120) days after delivery of written notice, shall constitute a default or breach of this Permit. If, however, the time required to return to compliance exceeds the one hundred and twenty (120) day period, the defaulting Party shall not be deemed to be in default if within such period the actions necessary to bring the Permit into compliance have begun and are diligently and continuously pursued until the default has been cured.

3.1.1. In the event of any default and breach of this Permit, the non-defaulting Party may terminate this Permit at any time after expiration of the cure period provided for in Condition 3.1 upon written notice of the termination. The termination notice shall be effective as of a date to be specified in the notice, which shall be at least one hundred and twenty (120) days after receipt of the notice.

3.2. Permittee may elect to terminate this Permit, in whole or in part, at any time upon the giving of three hundred and sixty five (365) days written notice to the Permitter in the event that the Air Force no longer requires the Permitted Premises consistent with the permitted use set forth in Condition 1.4.

3.3. The Permittee shall vacate and surrender the Permitted Premises to the Permitter on or before the date of expiration of the Permit, or its earlier termination. Upon request of the Permitter, the Permittee will remove all of its structures, fixtures, signs, machinery, equipment, tools and other property from the Permitted Premises within one hundred and twenty (120) days, or such additional time as may be agreed to from the date of termination of this Permit.

4. Environmental Protection

4.1. *Environmental Definitions.* As used in this Permit, "Hazardous Material" shall mean any substance that is (a) defined under any Environmental Law (as defined below) as a hazardous substance, hazardous waste, hazardous material, pollutant or contaminant, (b) a petroleum hydrocarbon, including crude oil or any fraction or mixture thereof, (c) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or a reproductive toxicant, or (d) otherwise regulated pursuant to any Environmental Law. As used in this Permit, "Environmental Law" shall mean all applicable Federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements of all applicable Federal, state and local governmental agencies (including Permitter's regulatory requirements as applies to Permittee utilizing Permitter's permits or the handling, storage, use, generation, repermit or transportation of Hazardous Materials on or about the Property) or other governmental authorities pertaining to the protection of human health and safety or the environment, now existing or later adopted during the Term. Rules and regulations of the Department of Defense pertaining to explosives are included in the term "Environmental law." As used in this Permit, "Permitted Activities"

shall mean the lawful activities of Permittee that are part of the ordinary course of Permittee's business in accordance with the permitted uses of the Premises set forth in section 4.1. As used in this Permit, "Permitted Materials" shall mean the materials handled by Permittee in the ordinary course of conducting Permitted Activities.

4.2 Permittee shall comply, at its sole cost and expense, with applicable federal, state and local laws, regulations and standards on the Permitted Premises, including, without limitation, obtaining any environmental permits required for its operations under this Permit. Permitter shall not be responsible for obtaining such for Permittee's activities

4.3 If Permitter has been obtaining any permits, licenses, or other legal documents or authorities for Permittee in the past or present, Permittee shall promptly take all necessary actions to obtain in its own name such permits, licenses, or other legal documents or authorities. A list of all such documents will be provided by the Permitter. If Permittee cannot obtain in its own name any particular permit, license, or other legal document or authority, and finds that Permitter must be the legal entity which obtains and holds such, then Permitter shall do this for Permittee and it will be considered a Demand Service and handled as any other Demand Service. Until such time as the Permittee finds that it cannot or does not want to obtain in its own name on any particular permit, license, or other legal document or authority, the Permitter shall continue to have access to the Cantonment Area to maintain and administer such permit, license, or other legal document as provided in paragraph 6.

4.4. Permittee accepts the known environmental conditions of the Permitted Premises identified in Condition 2.2. Permittee further hereby acknowledges receipt of the Permitter's environmental reports listed on attached Exhibit D.

4.5. Permittee acknowledges and agrees that use of groundwater at, in or under the Permitted Premises by any person shall be subject to the following restrictions and limitations:

4.5.1. Any well, including, but not limited to, wells for potable or non-potable water use or monitoring purposes, shall be installed and used only in accordance with Environmental Laws and any other applicable statutes, regulations or ordinances.

4.5.2. Permittee will take reasonable efforts to ensure that wells for potable or non-potable water use are not installed within an area of soil or groundwater contamination.

4.6. Permittee covenants and agrees that it shall not "treat," "store" or "dispose" of any "hazardous substances," "hazardous wastes" or "toxic substances" as those terms are defined under CERCLA, 42 U.S.C. 9601 et. seq., RCRA, 42 U.S.C. 6901 et. seq., or TSCA, 15 U.S.C. 2601 et. seq., or under similar California law, statute or regulation, on, at or below the Permitted Premises, and shall maintain generator-only status; provided, however, that Permittee may (A) accumulate such substances or wastes as allowed under applicable Environmental Laws for off-site treatment, off-site storage or off-site disposal, and (B) use and/or store commercial products onsite which may contain such substances.

4.7 Hazardous Material Contingency Plan and Spill Prevention, Control, and Countermeasures Plan. During the first year after signing of the permit, Permittee will develop a

detailed hazardous material contingency plan and spill prevention, control, and countermeasures (SPCC) plan to prevent the repermit of additional Hazardous Material and to prevent Permittee or its employees, agents or contractors from exacerbating or causing a repermit of the existing Hazardous Material described in the EBS. These plans will be provided to NASA.

4.8. Permittee acknowledges and agrees that, on the Term Beginning Date, the Permitted Premises may contain underground and above ground process or utility lines or piping, including, without limitation, sanitary or storm sewers and gas, water, electrical, fire protection and septic systems, and any other similar utility lines or piping which may be present at or below the Permitted Premises (herein collectively referred to as "*Utility Lines*"). Permittee further acknowledges and agrees that, to the extent such lines are severable and independent from larger systems on permitter's property, Permittee, and not Permitter, shall be solely liable and responsible for such Utility Lines and all matters relating thereto. Further, Permittee acknowledges and agrees that any and all management, including, but not limited to, maintenance, removal, repair, or associated cleanup of the environment, of or due to any such Utility Lines that may be required or necessary: (i) under applicable Environmental Laws or other laws or regulations, (ii) to properly maintain the Permitted Premises, or (iii) because of excavation, demolition or soil disturbance related to future use, development or construction at or of the Permitted Premises, is the sole obligation and liability of Permittee at the time of such activities.

5. Maintenance

5.1. Permittee will, at Permittee's own cost and expense, provided funds are available from year to year, keep the Permitted Premises in sound condition and good repair, and shall repair or replace damage or injury done to the Permitted Premises or any part thereof by Permittee or Permittee's agents, employees and invitees. In no respect shall Permitter have any duty or obligation to make such repairs or replacements or to pay costs for such repair or replacement. Permittee further agrees it will not commit or willfully allow any waste or damage to be committed on any portion of the Permitted Premises which is not in accordance with the purpose and function of the facility.

5.2 Permittee may make or allow to be made any alteration or physical additions in or to the Cantonment Area Premises without the prior consent of the Permitter. The Permittee will notify the Permitter quarterly of intended and executed facility action in the Cantonment Areas. Permittee will provide a completed copy of the DD 1354 Acceptance of Real Property for completed facility projects. The Permittee must obtain Permitter consent for all work in TUA Premises. Such alterations, physical additions or improvements shall be made at the Permittee's expense. (Reference 1.5)

6. Access

6.1. The Cantonment Area will be considered exclusive use areas and will be subject to the use of deadly force, arrest and detention authority as lawfully possessed by the permittee. The Commander of the installation (Commander) has the sole authority to control all access to the area, and may grant or deny access as he/she determines, consistent with applicable laws and policies. So long as the Permittee's use of the Permitted Premises is not adversely affected, Permitter shall, upon reasonable prior notice, have the right at any time to inspect the Permitted Premises and the buildings, in order to (a) inspect the storage, use and handling of any Hazardous Material, (b) determine whether Permittee is performing all of Permittee's obligations, (c) supply any service to be provided by Permitter, and (d) do any maintenance, make any repairs to any adjoining space or utilities, or make any repairs, alterations or improvements to any other portion of the Property, provided all such work shall be done as promptly as reasonably practicable and so as to cause as little interference to Permittee as reasonably practicable. Permitter also specifically reserves on behalf of Permitter, the United States Environmental Protection Agency, the State of California and other entities and governmental agencies that are involved in the remediation of, or that are responsible to remediate, existing contamination on or about the Property, the right to have unobstructed access to known or suspected areas of contamination or other areas upon which any containment system, treatment system, monitoring system, or other environmental response action is installed or implemented, or to be installed or implemented, for the purposes of the complying with Environmental Law and requirements.

6.2 Upon the Term Beginning Date, the Permittee occupies and controls the Permitted Premises as contemplated hereunder, and it becomes a US Air Force installation (the "*Installation*"). The use, operation and occupation of the Permitted Premises are subject to the general supervision and control of the Installation's Commander or the Installation Commander's duly authorized representative, hereinafter referred to as "*Commander*."

6.3. Permitter recognizes that the Installation serves the national defense and that the Permittee will not permit Permitter to impede the Installation's military mission. The Installation is an operating military installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797, and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of its commanding officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to Permitter, its officers, employees, contractors of any tier, agents and invitees ("*Authorized Users*") is subject to such regulations and orders. If Permitter or Authorized Users fail to comply with such regulations, orders or conditions, the Permittee shall have the right to restrict access to the Installation for violation of such regulations, orders or conditions. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of

those entering. Permitter is responsible for the actions of Authorized Users while on the Installation and acting under this Permit. The sponsoring organization is responsible for any identification badges that may be required for access to and use of the Permitted Premises.

6.4. In the event the security level at the installation is increased to a level that prohibits Authorized Users from having access to the Permitted Premises to perform its obligations and/or exercise its rights under this Condition 6, the Parties hereby agree to use all reasonable efforts to ensure that access is re-established as soon as practicable. The Parties pledge to use their best efforts to ensure that access to the Permitted Premises is not denied to any Authorized User for a period longer than thirty (30) days, and in no event shall access be denied for a period of sixty (60) days unless otherwise required by applicable law, including regulations and orders lawfully promulgated or approved by the Secretary of Defense or by the Commander.

7. Compliance with Applicable Laws and Allocation of Liability

7.1. No waiver of any default of Permitter or Permittee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Permitter or Permittee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

7.2 Nothing in this Permit shall be construed to constitute a waiver of Federal Supremacy or Federal sovereign immunity.

7.3 Legislative Jurisdiction. This agreement does not refer to and has no effect upon Legislative Jurisdiction as it is now or may be later changed at NASA Ames Research Center. Any changes in the legislative jurisdiction (cession or retrocession) will be done by Permitter pursuant to applicable Federal and State law. Changes in the Legislative Jurisdiction on the Premises will first require consultation between Permitter and Permittee, with Permitter thereafter making any changes it has agreed with Permittee to accomplish.

7.4. Permitter shall not be liable to Permittee or Permittee's agents, employees, guests, invitees or any person claiming by, through or under Permittee for any injury to persons, loss of damage to property, or for loss or damage to Permittee's business, occasioned by fact that Permitter is the owner of the Permitted Premises.

7.5 Permitter shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or any matter beyond the control of Permitter or for any damage or inconvenience which may arise through repair or alteration of any part of the building, or failure to make any such repairs, or from any cause whatever.

7.6 Mutual Risk and Release: Each Party agrees to assume liability for its own risks associated with activities undertaken in this Lease. Each Party hereby waives and agrees not to make any claims against the other Party or its employees for any damage, loss, claim or liability arising from or related to the this Lease, whether such damage, loss, claim or liability is caused by negligence or otherwise. The foregoing release does not apply to Tenant's obligations to reimburse Landlord for services pursuant to the Intergovernmental Agreement or to pay other consideration as set forth in this Lease.

7.7 Third Party Liability: With respect to third party liability on the Property either (a) for acts arising from the conduct of an employee, agent, permittee, licensee or invitee of Tenant, or (b) arising out of the use, damage or destruction of loaned property that is in the custody and under the control of Tenant, Tenant undertakes responsibility for the investigation, adjudication, settlement, payment or denial of any claim asserted against the United States. Accident and Mishap investigation procedures are addressed in separate relevant guidance.

8. Notices

8.1. Whenever either Party shall desire to give or serve upon the other any notice, demand, order, direction, determination, requirement, consent, approval, request or other communication related to this Permit, each notice, demand, order, direction, determination, requirement, consent, approval, request or other communication shall be made in writing and shall not be effective for any purpose unless it shall be given or served by personal delivery to the Party to whom the notice, demand, order, direction, determination, requirement, consent or approval, request or other communication is directed, or by mailing it, in duplicate, to the other Party by certified mail, postage prepaid, return receipt requested, or by generally recognized express courier, at the address identified in Conditions 1.6 and 1.7, or at another address or addresses that the Permitter or the Permittee may from time to time designate by notice given by certified mail.

8.2. Every notice, demand, order, direction, determination, requirement, consent, approval, request or communication under this Permit sent by mail shall be deemed to have been given or served as of the second business day following the date of mailing.

9. General Provisions

9.1. Headings. The headings in this Permit are merely for purposes of identification, convenience and ease of reference, and shall not in any way affect the meaning or interpretation of this Permit.

9.2. Counterparts. This Permit may be executed in counterpart, each of which is deemed an original of equal dignity with the other, and which is deemed one and the same instrument as the other.

9.3. Personal Pronouns. All personal pronouns used in the Permit, whether used in the masculine, feminine or neuter gender, will include all other genders.

9.4. Entire Agreement. To the extent allowed under federal law, it is expressly agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Permitted Premises by the Permittee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Permit. This Permit supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. This Permit may be modified or amended at any time by mutual agreement of the Parties in one writing signed by a duly authorized representative of each Party.

9.5. Severability. The provisions of this Permit shall be deemed severable, and if any provision or part of this Permit is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid and binding. If any provision of this Permit is held illegal, void or invalid in its entirety, the remaining provisions of this Permit shall not in any way be affected or impaired, but shall remain binding in accordance with their terms.

9.6. Time of the Essence. Time shall be of the essence of this Permit.

10. Exhibits

10.1. Four (4) exhibits are attached to and made a part of this Permit, as follows:

Exhibit A - Description of Permitted Premises
Exhibit B - Map of the Permitted Premises
Exhibit C - Environmental Baseline Survey
Exhibit D - Permitter's Environmental Reports

Permittee:

UNITED STATES AIR FORCE

By Kathleen I. Ferguson
KATHLEEN I. FERGUSON, P.E.
Deputy Assistant Secretary of the Air Force
(Installations)

Dated: January 26, 2010

Permitter:

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

By S. Pete Worden
S. Pete Worden
Director, Ames Research Center

Dated: Sept 30, 2009

Exhibit A.1

LEGAL DESCRIPTION

Main Cantonment Area (aka Cantonment Area 1) Lease Parcel

Approximately 111 acres and million square feet of facilities located at; physical location more particularly described as:

This version of Exhibit A.1 includes an administrative error that documents in the legal description an additional 18 ft on the North Perimeter of the Cantonment area (across for Hangars 2 and 3). Version This version will be replaced upon receipt of correction.

**MAIN CANTONMENT AREA
LEASE PARCEL**

ALL THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE SANTA CLARA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND OWNED BY THE UNITED STATES OF AMERICA IDENTIFIED AS MOFFETT FEDERAL AIR BASE AS SHOWN ON THE RECORD OF SURVEY RECORDED APRIL 20, 2000 IN BOOK 726 OF MAPS AT PAGES 33 THROUGH 43, SANTA CLARA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND OWNED BY THE UNITED STATES OF AMERICA IDENTIFIED AS MOFFETT FEDERAL AIR BASE AS SHOWN ON THE RECORD OF SURVEY RECORDED APRIL 20, 2000 IN BOOK 726 OF MAPS AT PAGES 33 THROUGH 43, SANTA CLARA COUNTY RECORDS;

THENCE LEAVING SAID POINT OF COMMENCEMENT, NORTH 66°47'47" WEST, A DISTANCE OF 730.07 FEET TO THE TRUE POINT OF BEGINNING;

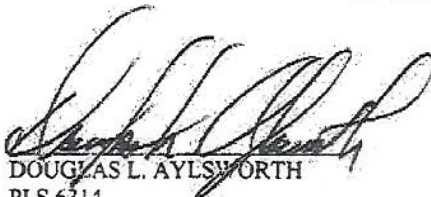
THENCE LEAVING SAID TRUE POINT OF BEGINNING, THE FOLLOWING NINETEEN (19) COURSES:

1. NORTH 00°55'35" EAST, A DISTANCE OF 1020.98 FEET;
2. NORTH 21°20'27" WEST, A DISTANCE OF 552.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH POINT A RADIAL LINE BEARS SOUTH 65°42'28" EAST;
3. ALONG SAID CURVE HAVING A RADIUS OF 249.00 FEET THROUGH A CENTRAL ANGLE OF 45°37'48" WITH AN ARC LENGTH OF 198.30 FEET;
4. NORTH 21°20'16" WEST, A DISTANCE OF 74.67 FEET;
5. SOUTH 69°51'07" WEST, A DISTANCE OF 74.91 FEET;
6. NORTH 21°20'27" WEST, A DISTANCE OF 2531.23 FEET;
7. NORTH 68°32'08" EAST, A DISTANCE OF 1450.94 FEET;
8. SOUTH 21°20'24" EAST, A DISTANCE OF 20.00 FEET;
9. NORTH 68°53'24" EAST, A DISTANCE OF 177.74 FEET;
10. NORTH 15°57'45" EAST, A DISTANCE OF 28.89 FEET;
11. NORTH 13°42'00" WEST, A DISTANCE OF 20.20 FEET;
12. NORTH 60°31'07" EAST, A DISTANCE OF 30.83 FEET;
13. NORTH 15°27'40" EAST, A DISTANCE OF 258.18 FEET;
14. SOUTH 21°13'51" EAST, A DISTANCE OF 430.48 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

This version of Exhibit A.1 includes an administrative error that documents in the legal description an additional 18 ft on the North Perimeter of the Cantonment area (across for Hangars 2 and 3). This version will be replaced upon receipt of correction.

15. ALONG SAID CURVE HAVING A RADIUS OF 605.00 FEET THROUGH A CENTRAL ANGLE OF 22°09'26" WITH AN ARC LENGTH OF 233.96 FEET;
16. SOUTH 00°55'35" WEST, A DISTANCE OF 4052.09 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
17. ALONG SAID CURVE HAVING A RADIUS OF 385.00 FEET THROUGH A CENTRAL ANGLE OF 68°51'09" WITH AN ARC LENGTH OF 462.66 FEET TO A COMPOUND CURVE TO THE RIGHT;
18. ALONG SAID CURVE HAVING A RADIUS OF 333.00 FEET THROUGH A CENTRAL ANGLE OF 35°51'06" WITH AN ARC LENGTH OF 208.37 FEET;
19. NORTH 74°22'10" WEST, A DISTANCE OF 102.59 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 111.559 ACRES, MORE OR LESS.


DOUGLAS L. AYLSWORTH
PLS 6314
EXPIRES: 12/31/2010




DATE August 5, 2009

Exhibit A.2

LEGAL DESCRIPTION

Main Cantonment Area (aka Cantonment Area 1) IBD Easement

**MAIN CANTONMENT AREA
IBD EASEMENT**

PARCEL ONE

ALL THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE SANTA CLARA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND OWNED BY THE UNITED STATES OF AMERICA IDENTIFIED AS MOFFETT FEDERAL AIR BASE AS SHOWN ON THE RECORD OF SURVEY RECORDED APRIL 20, 2000 IN BOOK 726 OF MAPS AT PAGES 33 THROUGH 43, SANTA CLARA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND OWNED BY THE UNITED STATES OF AMERICA IDENTIFIED AS MOFFETT FEDERAL AIR BASE AS SHOWN ON THE RECORD OF SURVEY RECORDED APRIL 20, 2000 IN BOOK 726 OF MAPS AT PAGES 33 THROUGH 43, SANTA CLARA COUNTY RECORDS;

THENCE LEAVING SAID POINT OF COMMENCEMENT, NORTH 68°01'14" WEST, A DISTANCE OF 642.41 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID TRUE POINT OF BEGINNING, THE FOLLOWING TEN (10) COURSES:

1. NORTH 73°44'17" WEST, A DISTANCE OF 560.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH POINT A RADIAL LINE BEARS SOUTH 48°00'10" WEST;
2. ALONG SAID CURVE HAVING A RADIUS OF 797.59 FEET THROUGH A CENTRAL ANGLE OF 39°55'52" WITH AN ARC LENGTH OF 555.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH POINT A RADIAL LINE BEARS SOUTH 85°27'56" WEST;
3. ALONG SAID CURVE HAVING A RADIUS OF 2939.91 FEET THROUGH A CENTRAL ANGLE OF 09°12'01" WITH AN ARC LENGTH OF 472.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH POINT A RADIAL LINE BEARS NORTH 86°30'22" WEST;
4. ALONG SAID CURVE HAVING A RADIUS OF 801.40 FEET THROUGH A CENTRAL ANGLE OF 62°20'03" WITH AN ARC LENGTH OF 871.87 FEET;
5. SOUTH 21°20'16" EAST, A DISTANCE OF 43.49 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
6. ALONG SAID CURVE HAVING A RADIUS OF 249.00 FEET THROUGH A CENTRAL ANGLE OF 45°37'48" WITH AN ARC LENGTH OF 198.30 FEET;
7. SOUTH 21°20'27" EAST, A DISTANCE OF 552.12 FEET;
8. SOUTH 00°55'35" WEST, A DISTANCE OF 1020.98 FEET;
9. SOUTH 74°22'10" EAST, A DISTANCE OF 91.68 FEET;
10. SOUTH 30°00'00" WEST, A DISTANCE OF 25.99 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 21.539 ACRES, MORE OR LESS.

PARCEL TWO

ALL THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE SANTA CLARA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND OWNED BY THE UNITED STATES OF AMERICA IDENTIFIED AS MOFFETT FEDERAL AIR BASE AS SHOWN ON THE RECORD OF SURVEY RECORDED APRIL 20, 2000 IN BOOK 726 OF MAPS AT PAGES 33 THROUGH 43, SANTA CLARA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND OWNED BY THE UNITED STATES OF AMERICA IDENTIFIED AS MOFFETT FEDERAL AIR BASE AS SHOWN ON THE RECORD OF SURVEY RECORDED APRIL 20, 2000 IN BOOK 726 OF MAPS AT PAGES 33 THROUGH 43, SANTA CLARA COUNTY RECORDS;

THENCE LEAVING SAID POINT OF COMMENCEMENT, NORTH 14°27'11" WEST, A DISTANCE OF 532.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH POINT A RADIAL LINE BEARS SOUTH 44°35'33" EAST, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID TRUE POINT OF BEGINNING, THE FOLLOWING FIVE (5) COURSES:

1. ALONG SAID CURVE HAVING A RADIUS OF 350.24 FEET THROUGH A CENTRAL ANGLE OF 41°22'43" WITH AN ARC LENGTH OF 252.94 FEET;
2. NORTH 00°11'20" WEST, A DISTANCE OF 153.59 FEET;
3. NORTH 12°26'59" WEST, A DISTANCE OF 351.46 FEET;
4. SOUTH 00°55'35" WEST, A DISTANCE OF 613.66 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
5. ALONG SAID CURVE HAVING A RADIUS OF 385.00 FEET THROUGH A CENTRAL ANGLE OF 16°20'03" WITH AN ARC LENGTH OF 109.76 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.889 ACRES, MORE OR LESS.


DOUGLAS L. AYLSWORTH

PLS 6314
EXPIRES: 12/31/2010




August 5, 2009
DATE

Exhibit A.3

LEGAL DESCRIPTION

Main Cantonment Area (aka Cantonment Area 1) PTR Easement

MAIN CANTONMENT AREA
PTR EASEMENT

ALL THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE SANTA CLARA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND OWNED BY THE UNITED STATES OF AMERICA IDENTIFIED AS MOFFETT FEDERAL AIR BASE AS SHOWN ON THE RECORD OF SURVEY RECORDED APRIL 20, 2000 IN BOOK 726 OF MAPS AT PAGES 33 THROUGH 43, SANTA CLARA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND OWNED BY THE UNITED STATES OF AMERICA IDENTIFIED AS MOFFETT FEDERAL AIR BASE AS SHOWN ON THE RECORD OF SURVEY RECORDED APRIL 20, 2000 IN BOOK 726 OF MAPS AT PAGES 33 THROUGH 43, SANTA CLARA COUNTY RECORDS:

THENCE LEAVING SAID POINT OF COMMENCEMENT, NORTH 60°48'34" WEST, A DISTANCE OF 767.02 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID TRUE POINT OF BEGINNING, THE FOLLOWING SIX (6) COURSES:

1. NORTH 00°55'35" EAST, A DISTANCE OF 934.52 FEET;
2. NORTH 21°20'27" WEST, A DISTANCE OF 481.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH POINT A RADIAL LINE BEARS NORTH 34°49'15" WEST;
3. ALONG SAID CURVE HAVING A RADIUS OF 535.29 FEET THROUGH A CENTRAL ANGLE OF 53°35'13" WITH AN ARC LENGTH OF 500.64 FEET;
4. SOUTH 00°00'13" WEST, A DISTANCE OF 400.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH POINT A RADIAL LINE BEARS NORTH 89°59'15" WEST;
5. ALONG SAID CURVE HAVING A RADIUS OF 519.78 FEET THROUGH A CENTRAL ANGLE OF 49°44'18" WITH AN ARC LENGTH OF 451.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH POINT A RADIAL LINE BEARS SOUTH 57°12'03" WEST;
6. ALONG SAID CURVE HAVING A RADIUS OF 400.00 FEET THROUGH A CENTRAL ANGLE OF 38°09'44" WITH AN ARC LENGTH OF 266.42 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.607 ACRES, MORE OR LESS.


DOUGLAS L. AYLSWORTH
PLS 6314
EXPIRES: 12/31/2010




DATE August 5, 2009

Exhibit B

SITE MAPS

Include Section description

- B.1 Main Cantonment Area (aka Cantonment Area 1)
Lease Parcel
- B.2 Main Cantonment Area (aka Cantonment Area 1)
IBD Easement
- B.3 Main Cantonment Area (aka Cantonment Area 1)
PTR Easement

Exhibit B.1

SITE MAP

Include Section description

**Main Cantonment Area (aka Cantonment Area 1)
Lease Parcel**

This version of Exhibit B:1 includes an administrative error that documents in the legal drawings an additional 18 ft on the North Perimeter of the Cantonment area (across for Hangars 2 and 3). This version will be replaced upon receipt of correction.

CANTONMENT MAPCHECK.txt

Parcel name: CANTONMENT

North: 1972554.0483 East : 6114501.0071
 Line Course: N 00-55-35 E Length: 1020.98
 North: 1973574.8948 East : 6114517.5141
 Line Course: N 21-20-27 W Length: 552.12
 North: 1974089.1571 East : 6114316.5893
 Curve Length: 198.30 Radius: 249.00
 Delta: 45-37-48 Tangent: 104.75
 Chord: 193.10 Course: N 01-28-38 E
 Course In: N 65-42-28 W Course Out: N 68-39-44 E
 RP North: 1974191.5934 East : 6114089.6360
 End North: 1974282.1959 East : 6114321.5674
 Line Course: N 21-20-16 W Length: 74.67
 North: 1974351.7474 East : 6114294.3976
 Line Course: S 69-51-07 W Length: 74.91
 North: 1974325.9449 East : 6114224.0717
 Line Course: N 21-20-27 W Length: 2531.23
 North: 1976683.6138 East : 6113302.9188
 Line Course: N 68-32-08 E Length: 1450.94
 North: 1977214.5472 East : 6114653.2286
 Line Course: S 21-20-24 E Length: 20.00
 North: 1977195.9184 East : 6114660.5066
 Line Course: N 68-53-24 E Length: 177.74
 North: 1977259.9332 East : 6114826.3186
 Line Course: N 15-57-45 E Length: 28.89
 North: 1977287.7093 East : 6114834.2636
 Line Course: N 13-42-00 W Length: 20.20
 North: 1977307.3346 East : 6114829.4794
 Line Course: N 60-31-07 E Length: 30.83
 North: 1977322.5073 East : 6114856.3174
 Line Course: N 15-27-40 E Length: 258.18
 North: 1977571.3442 East : 6114925.1442
 Line Course: S 21-13-51 E Length: 430.48
 North: 1977170.0812 East : 6115081.0323
 Curve Length: 233.96 Radius: 605.00
 Delta: 23-09-26 Tangent: 112.46
 Chord: 232.51 Course: S 16-09-08 E
 Course In: S 68-46-09 W Course Out: S 89-04-25 E
 RP North: 1976950.9949 East : 6114517.0942
 End North: 1976941.2133 East : 6115122.0151
 Line Course: S 00-55-35 W Length: 4052.09
 North: 1972889.6530 East : 6115056.5016
 Curve Length: 462.66 Radius: 385.00
 Delta: 68-51-09 Tangent: 263.87
 Chord: 435.32 Course: S 35-21-09 W
 Course In: N 89-04-25 W Course Out: S 20-13-16 E
 RP North: 1972895.8776 East : 6114671.5519
 End North: 1972534.6068 East : 6114804.6248
 Curve Length: 208.37 Radius: 333.00
 Delta: 38-51-06 Tangent: 107.72
 Chord: 204.99 Course: S 87-42-17 W
 Course In: N 20-13-16 W Course Out: S 15-37-50 W
 RP North: 1972847.0826 East : 6114689.5254
 End North: 1972526.3972 East : 6114599.8041
 Line Course: N 74-22-10 W Length: 102.59
 North: 1972554.0394 East : 6114501.0079



Perimeter: 11929.14 Area: 4,859,523 sq. ft. 111.55931 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0099 Course: S 04-50-27 E
 Error North: -0.00989 East : 0.00084
 Precision 1: 1,204,963.64

Exhibit B.2

SITE MAP

Include Section description

**Main Cantonment Area (aka Cantonment Area 1)
IBD Easement**

Parcel name: CANTONMENT IBD ONE

North: 1972506.8385 East : 6114576.3034
 Line Course: N 73-44-17 W Length: 560.99
 North: 1972663.9321 East : 6114037.7578
 Curve Length: 555.86 Radius: 797.59
 Delta: 39-55-52 Tangent: 289.76
 Chord: 544.68 Course: N 22-01-54 W
 Course In: N 48-00-10 E Course Out: S 87-56-02 W
 RP North: 1973197.5952 East : 6114630.5085
 End North: 1973168.8400 East : 6113833.4371
 Curve Length: 472.08 Radius: 2939.91
 Delta: 9-12-01 Tangent: 236.55
 Chord: 471.58 Course: N 00-03-56 E
 Course In: N 85-27-56 E Course Out: N 85-20-03 W
 RP North: 1973401.2646 East : 6116764.1451
 End North: 1973640.4092 East : 6113833.9778
 Curve Length: 871.87 Radius: 801.40
 Delta: 62-20-03 Tangent: 484.72
 Chord: 829.50 Course: N 34-39-39 E
 Course In: S 86-30-22 E Course Out: N 24-10-19 W
 RP North: 1973591.5702 East : 6114633.8882
 End North: 1974322.7040 East : 6114305.7339
 Line Course: S 21-20-16 E Length: 43.49
 North: 1974282.1952 East : 6114321.5584
 Curve Length: 198.30 Radius: 249.00
 Delta: 45-37-48 Tangent: 104.75
 Chord: 193.10 Course: S 01-28-38 W
 Course In: S 68-39-44 W Course Out: S 65-42-28 E
 RP North: 1974191.5927 East : 6114089.6269
 End North: 1974089.1564 East : 6114316.5803
 Line Course: S 21-20-27 E Length: 552.12
 North: 1973574.8941 East : 6114517.5051
 Line Course: S 00-55-35 W Length: 1020.98
 North: 1972554.0476 East : 6114500.9980
 Line Course: S 74-22-10 E Length: 91.68
 North: 1972529.3459 East : 6114589.2876
 Line Course: S 30-00-00 W Length: 25.99
 North: 1972506.8379 East : 6114576.2926



Perimeter: 4393.37 Area: 938,240 sq. ft. 21.53903 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0108 Course: S 86-40-04 W
 Error North: -0.00063 East : -0.01079
 Precision 1: 406,792.59

Parcel name: CANTONMENT IBD TWO

North:	1372781.6503	East :	6115039.2174
Curve Length:	252.94	Radius:	350.24
Delta:	41-22-43	Tangent:	132.27
Chord:	247.48	Course:	N 24-43-05 E
Course In:	N 44-35-33 W	Course Out:	S 85-58-16 E
RP North:	1973031.0625	East :	6114793.3280
End North:	1973006.4548	East :	6115142.7024
Line Course:	N 00-11-20 W	Length:	153.59
North:	1973160.0440	East :	6115142.1961
Line Course:	N 12-26-59 W	Length:	351.46
North:	1973503.2396	East :	6115066.4274
Line Course:	S 00-55-35 W	Length:	613.66
North:	1972889.6598	East :	6115056.5058
Curve Length:	109.76	Radius:	385.00
Delta:	16-20-03	Tangent:	55.25
Chord:	109.39	Course:	S 09-05-36 W
Course In:	N 89-04-25 W	Course Out:	S 72-44-22 E
RP North:	1972895.8844	East :	6114671.5561
End North:	1972781.6482	East :	6115039.2178

Perimeter: 1481.41 Area: 38,708 sq. ft: 0.88862 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0021 Course: S 09-38-41 E
Error North: -0.00211 East : 0.00036
Precision 1: 705,433.33

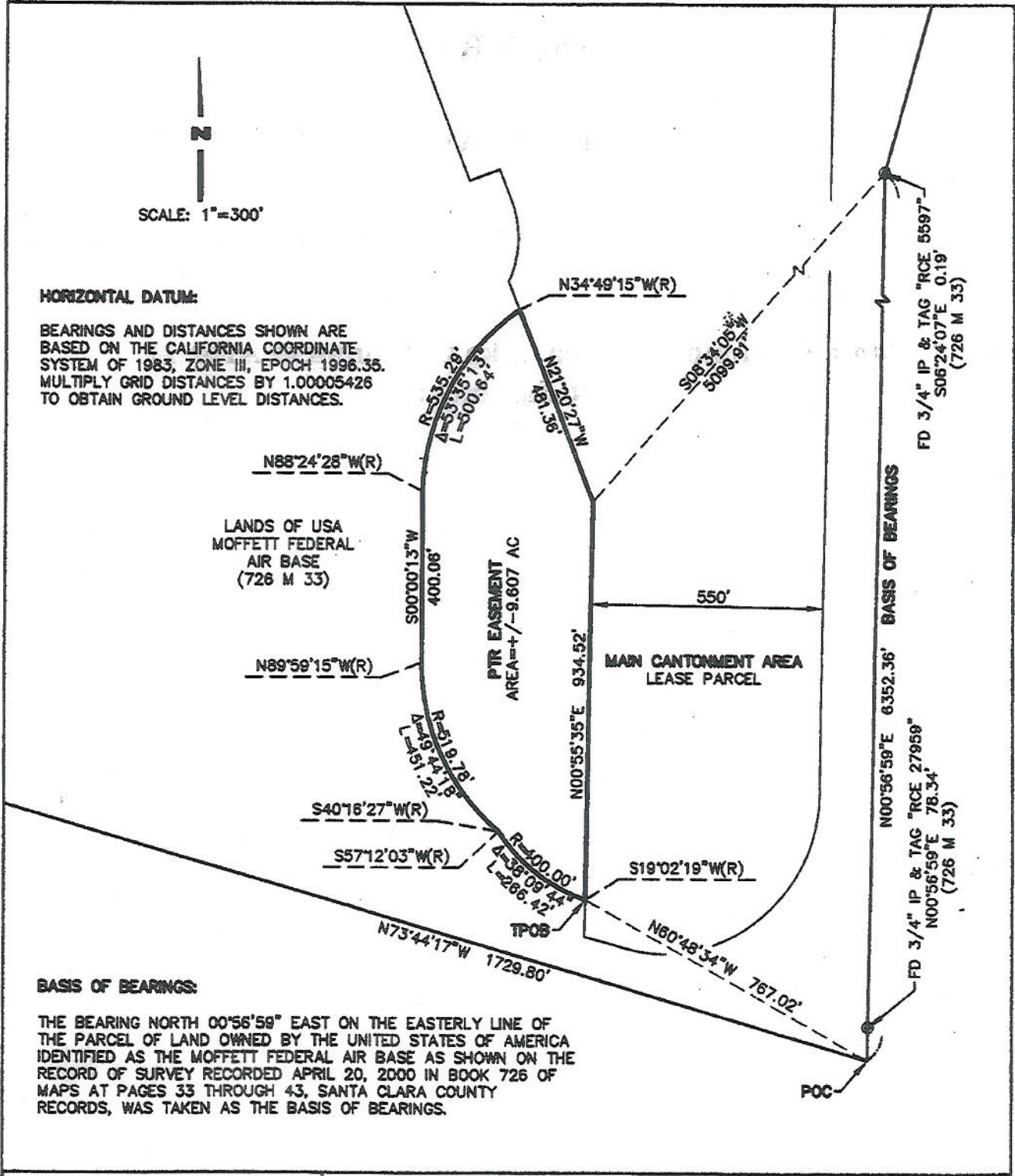


Exhibit B.3

SITE MAP

Include Section description

**Main Cantonment Area (aka Cantonment Area 1)
PTR Easement**



HORIZONTAL DATUM:

BEARINGS AND DISTANCES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE III, EPOCH 1996.35. MULTIPLY GRID DISTANCES BY 1.00005426 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS:

THE BEARING NORTH 00°56'59" EAST ON THE EASTERLY LINE OF THE PARCEL OF LAND OWNED BY THE UNITED STATES OF AMERICA IDENTIFIED AS THE MOFFETT FEDERAL AIR BASE AS SHOWN ON THE RECORD OF SURVEY RECORDED APRIL 20, 2000 IN BOOK 726 OF MAPS AT PAGES 33 THROUGH 43, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS.

<p>101 N. GARD CREEK, SUITE 200 SAN JOSE, CALIFORNIA 95128 TEL: 408.951.1111 FAX: 408.951.1112</p>	<p>PLAT TO ACCOMPANY LEGAL DESCRIPTION MAIN CANTONMENT AREA PTR EASEMENT</p>	<p>SHEET NUMBER 2</p>
	<p>PREPARED FOR: AMG</p>	<p>DATE SUBMITTED: 08/05/2009</p>

Parcel name: CANTONMENT PTR

North: 1972640.4906 East : 6114502.4047
Line Course: N 00-55-35 E Length: 934.52
North: 1973574.8885 East : 6114517.5139
Line Course: N 21-20-27 W Length: 481.36
North: 1974023.2426 East : 6114342.3397
Curve Length: 500.64 Radius: 535.29
Delta: 53-35-13 Tangent: 270.32
Chord: 482.59 Course: S 29-23-08 W
Course In: S 34-49-15 E Course Out: N 88-24-28 W
RP North: 1973583.8008 East : 6114647.9968
End North: 1973598.6743 East : 6114112.9135
Line Course: S 00-00-13 W Length: 400.06
North: 1973198.6143 East : 6114112.8882
Curve Length: 451.22 Radius: 519.78
Delta: 49-44-18 Tangent: 240.93
Chord: 437.18 Course: S 24-51-24 E
Course In: S 89-59-15 E Course Out: S 40-16-27 W
RP North: 1973198.5009 East : 6114632.6682
End North: 1972801.9296 East : 6114296.6586
Curve Length: 266.42 Radius: 400.00
Delta: 38-09-44 Tangent: 138.37
Chord: 261.53 Course: S 51-52-49 E
Course In: N 57-12-03 E Course Out: S 13-02-19 W
RP North: 1973018.6080 East : 6114632.8684
End North: 1972640.4884 East : 6114502.4063

Perimeter: 3034.23 Area: 418,461 sq. ft. 9.60653 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0027 Course: S 35-46-43 E
Error North: -0.00217 East : 0.00157
Precision 1: 1,123,785.19

