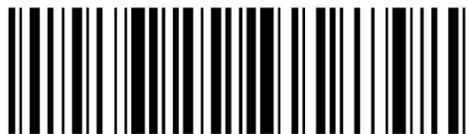


FIRST AMERICAN TITLE**LARRY WALKER**
Auditor/Controller - Recorder

712 First American - DC

Recording Requested by,
And when recorded mail to:Southern California Logistics Airport Authority
18374 Phantom Street
Victorville, CA 92394

Doc #: 2007-0375741



Titles: 1 Pages: 9

Fees	.00
Taxes	.00
Other	.00
PAID	.00

Exempt from Documentary Transfer Tax
Rev. & Tax. Code §11922

2787578-TE

QUITCLAIM DEED, CERCLA 120(h) NOTICES and COVENANTS

(Former George Air Force Base, a Portion of Parcel E-1)

I. PARTIES

THIS DEED is made and entered into this 30th day of May 2007 by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Authorization Amendments and Base Closure and Realignment Act of 1988, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and the SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY, a joint-powers authority established under the laws of the State of California (the "Grantee"). When used in this Quitclaim Deed, unless the context specifies otherwise, the use of the term "Grantor" shall include the assigns of the Grantor, and the use of the term "Grantee" shall include the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

FOR VALUABLE CONSIDERATION of the sum of THREE HUNDRED, THIRTY THOUSAND AND 00/100 DOLLARS (\$330,000.00), the receipt of which is hereby acknowledged, the Grantor does hereby release and forever quitclaim to the Grantee all that real property situated in County of San Bernardino, and State of California. The description is set forth in Exhibit A to this Deed.

III. APPURTENANCES

TOGETHER WITH all buildings and improvements erected thereon, if any, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining (which, together with the real property above described, is called the "Property" in this Deed).

IV. RESERVATIONS

A. RESERVING UNTO THE GRANTOR all oil, gas, and other minerals resources of any kind or nature in the mineral estate of the Property; provided, however, that such reservation shall not include the right of access to or any right to use any portion of the surface of the Property.

B. AND FURTHER RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("EPA") and the State of California (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property pursuant to CERCLA Section 120(h)(4)(D)(ii), (including the right of access to, and use of, utilities at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or the Federal Facility Agreement ("FFA"), if applicable:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.

2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.

3. To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.

4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenants of the Grantor in paragraph VI. of this Deed, including, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

V. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair (other than that contained in paragraph VI. of this Deed), or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

VI. COVENANTS RELATED TO SECTION 120(h)(4) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) (42 U.S.C. § 9620(h)(4))

A. Pursuant to Section 120(h)(4)(D)(i) of CERCLA, the United States covenants and warrants that any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed will be conducted by the United States.

This warranty will not apply in any case in which any Grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any Grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property.

B. Pursuant to Section 120(h)(4)(D)(ii) of CERCLA, the United States has reserved access to the Property in paragraph IV. of this Deed in order to perform any necessary response, corrective, or remedial action.

VII. OTHER COVENANTS

A. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, which may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos, and that, except for any friable asbestos contained in construction or demolition debris that was disposed of or otherwise released on the Property prior to the date of this Deed, the Grantee will assume all responsibility and liability for the use, maintenance, handling, transportation, treatment, removal, disposal, or other activity causing, or leading to, contact of any kind whatsoever with asbestos on the Property. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP").

1. Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee covenants and agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with

all applicable Federal, State, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

C. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

D. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Airspace," under the authority of the Federal Aviation Act of 1958, as amended.

VIII. MISCELLANEOUS

Each covenant of this Deed shall inure to the benefit of the Grantor; shall be binding upon the Grantee; shall be deemed to touch and concern the land; and shall run with the land.

IX. LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this Deed:

- A. Exhibit A - Legal Description
- B. Exhibit B - Map Depicting Property

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the day and year first above written.

THE UNITED STATES OF AMERICA

By: *Dexter Cochnauer*
DEXTER J. COCHNAUER
Senior Representative
Air Force Real Property Agency

STATE OF CALIFORNIA

COUNTY OF Sacramento

On 3 May 2007 before me, Debra Bahr, Notary Public
(Name, Title of Officer)

personally appeared Dexter Cochnauer
personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose Name is subscribed to the within instrument and acknowledged to me that he 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.

DBa
(Signature of Notary Public)



Acceptance

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: 5-31, 2007

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

By: Terry E. Caldwell

Title: CHAIRMAN

Attest:

Certificate of Grantee's Attorney

I, _____, acting as Attorney for the Grantee, do hereby certify that I have examined the foregoing Indenture and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further, that, in my opinion, the Indenture constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Dated at _____, California, this _____ day of _____, 2007.

By: _____

Title: _____

Acceptance

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: _____, 2007

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

By: _____

Title: _____

Attest:

Certificate of Grantee's Attorney

I, Amber D. Brown acting as Attorney for the Grantee, do hereby certify that I have examined the foregoing Indenture and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further, that, in my opinion, the Indenture constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Vicki J. [Signature]
Dated at 5/30/07, California, this 30th day of MAY, 2007.

By: [Signature]

Title: LEGAL COUNSEL TO AUTHORITY

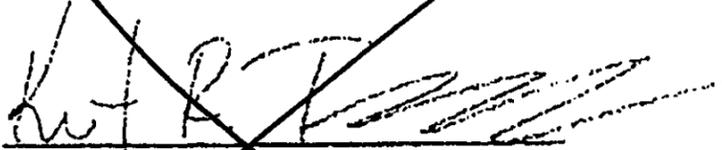
That certain parcel of land situated in the City of Victorville, County of San Bernardino, State of California, being that portion of Section 26, Township 6 North, Range 5 West, San Bernardino Meridian as shown on a map filed in Book 104, Page 65 of Records of Survey in the Office of the County Recorder of said San Bernardino County, described as follows:

BEGINNING at the southwesterly corner of that certain parcel of land described in a Quitclaim Deed to the Adelanto School District recorded June 13, 1995 as Document No. 19950203141 of Official Records in said Office of the County Recorder; thence along the westerly line of said Deed North 00°22'49" East 257.20 feet; thence leaving said westerly line North 89°33'15" East 1232.70 feet to the beginning of a tangent curve concave northerly and having a radius of 1333.00 feet; thence along said curve easterly 259.06 feet through a central angle of 11°08'07" to the general easterly line of said Deed; thence non-tangent from said curve along the general easterly and southerly lines of said Deed through the following courses: South 00°23'40" West 80.91 feet; thence North 89°39'02" West 145.39 feet; thence South 01°46'23" West 117.22 feet; thence North 89°41'52" West 75.44 feet; thence South 00°18'08" West 109.69 feet; thence North 89°25'47" West 1266.08 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 8.336 Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.


Kurt R. Troxell, L.S. 7854



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Exhibit A



P.O.B.
 SW'LY CORNER OF
 R.S. 104/65 PER
 DOC. NO. 19950203141

DATA TABLE

(NO.)	BRNG/DELTA	RADIUS	LENGTH
1	11°08'07"	1333.00'	259.06'
2	S00°23'40"W	--	80.91'
3	S01°46'23"W	--	117.23'
4	N89°41'52"W	--	75.44'
5	S00°18'08"W	--	109.69'

PORTION
 TOWNSHIP 6 NORTH

SECTION 26
 RANGE 5 WEST, S.B.M.

R. S. 104 / 66

→ ADELANTO SCHOOL DISTRICT
 DOC. NO. 19950203141, O.R.

R. S. 104 / 65

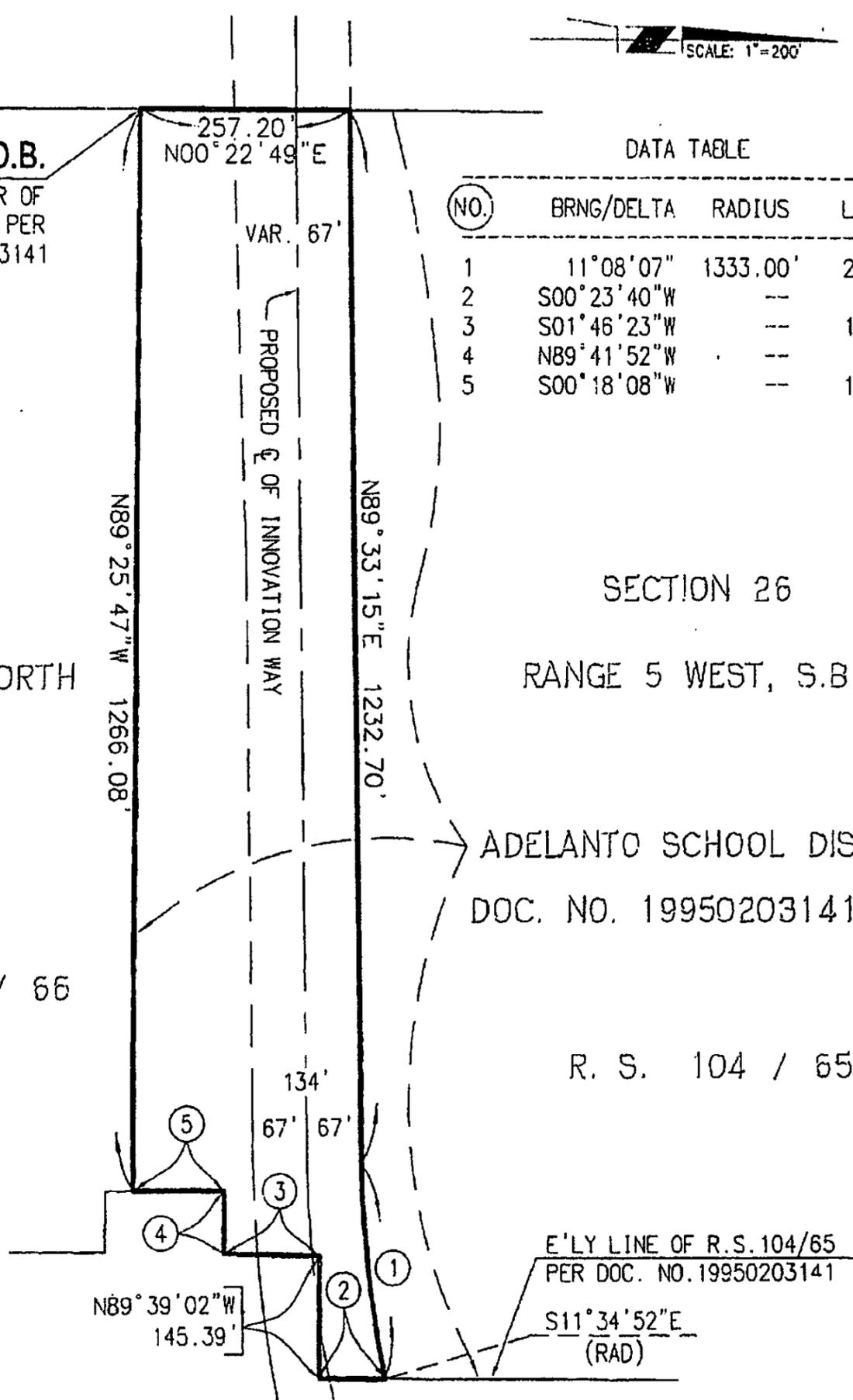


EXHIBIT "B"
 SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR A

GLOBAL ACCESS LOGISTICS CENTRE
 ADELANTO SCHOOL DISTRICT RELINQUISHMENT

CONTAINING: 8.336 AC. ±

SHEET 1 OF 1 SHEET



PLANNING • DESIGN • CONSTRUCTION

14725 ALTON PARKWAY
 IRVINE, CALIFORNIA 92618-2027
 949.472.3505 • FAX 949.472.8373 • www.RBF.com

AUGUST 18, 2006

J.N. 10-104943

H:\PODATA\10104943\CADD\MAPPING\EXHIBITS\4943EX008.DWG

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Exhibit A