



DEPARTMENT OF THE NAVY
SOUTHWEST DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132-5190

M60050.001774
MCAS EL TORO
SSIC # 5090.3

5090
Ser 1831.JJ/034
October 22, 1996

Mr. Robert Zeibak
The Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660

Dear Mr. Zeibak:

Thank you for your timely response as the official representative for The Irvine Company. Mr. Bill Dunlap responded to our September 25, 1996, letter identifying you as the point of contact for all Marine Corps access issues, and right entry permits. We are writing on behalf of the Marine Corps Air Station (MCAS), El Toro, in regard to The Irvine Company property located adjacent to MCAS El Toro on Assessors Parcel Number (APN) 591-073-05. We met with you at MCAS El Toro on October 17, 1996, to discuss the Government Right of Entry Permit, N68711 96 RP 06A35, which was previously forwarded to your office on September 25, 1996. As a result of the October 17, 1996, meeting we agreed to revise the term of the entry permit. We are transmitting, as the enclosure, two revised pages of the permit specifying a term of eighteen months.

If you have any questions, please contact Mr. Andy Piszkin, Remedial Project Manager at (619) 532-2635 or the undersigned at (714) 726-3470 or (619) 532-3873.

Sincerely,

A handwritten signature in cursive script that reads "Joseph Joyce".

JOSEPH JOYCE
BRAC Environmental Coordinator
By direction of the Commander

Encl:

(1) Revised pages 2 and 8 of Entry Permit N68711 96 RP 06A35 (revision date: 21 Oct 96)

activities (e.g., sample collection); and (6) construction and maintenance of rip-rap in areas of severe erosion to mitigate further erosion activity. The Wells shall be installed and maintained for a maximum period of eighteen months. They shall be closed pursuant to a closure plan approved by the Permitter. The rip-rap shall be maintained until a CERCLA remedial action is selected, this license is replaced by an easement, or the license expires, whichever first occurs. In no event shall anything contained in this Entry Permit give to Government the right to construct any improvements other than the Wells and rip-rap or to place any monuments on the Property, and such activities shall not be permitted unless the prior written consent of Permitter has been obtained, which consent may be withheld in Permitter's sole and absolute discretion. Government's use of the Property pursuant to such permission shall be strictly governed by the terms of this Entry Permit. This permission to enter upon the Property is granted only to Government and Government shall not permit any other party, except Government's employees, agents and contractors ("Government's Agents"), to enter the Property during the term of this Entry Permit.

2. Commencement of Obligations. The term of this Entry Permit and all of Government's rights and obligations hereunder shall commence as of the execution and delivery of this Entry Permit to Government. Prior to the commencement of any activities on the Property, Government shall give prior written notice thereof to Permitter.

3. Regulations and Other Obligations of Government.

3.1 Permits. Pursuant to 42 U.S.C. Section 9621(e), no federal, state or local permits are required for CERCLA response actions. However, while on the Property, Government will comply, and will cause all of Government's Agents to comply, with all substantive federal and state laws and regulations as provided by 42 U.S.C. Section 9621(d).

3.2 Restrictions on Individuals. All persons who enter upon the Property pursuant to this Entry Permit do so at their own risk. Government shall cause such persons to observe strict fire and smoking precautions. Government shall further ensure that no fires are lighted on the Property and that no firearms or intoxicating liquor shall be carried onto the Property by any

7.2.3 Any policies required by provisions of this Section may be made a part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required herein and does not reduce the coverage, impair the rights of the other party to this Entry Permit or negate the requirements of this Entry Permit.

8. Term.

8.1 The right of entry granted by this Entry Permit shall terminate eighteen months after commencement. In addition, if Government shall be in breach of any of its obligations under this Entry Permit, and should Government fail (i) to cure such breach within ten (10) days of a written notice from Permittor specifying the nature of such breach, or (ii) if such breach is not curable within ten (10) days, to have commenced action to diligently cure such breach, Permittor shall have the right to terminate this Entry Permit by written notice to Government. In the event that the right of entry granted Government hereunder is terminated for any reason, Government shall promptly vacate the Property.

8.2 Government acknowledges and agrees that this Entry Permit constitutes a license which may be revoked by Permittor in the event of a default under this Entry Permit. Government further acknowledges and understands that Government has no rights of occupancy or possession of the Property by virtue of this Entry Permit.

9. General Provisions.

9.1 Notice. All notices hereunder shall be given by first-class mail or by facsimile. The time of any notices to Permittor shall be determined upon actual receipt of such notice by Permittor. All notices given by mail shall be deemed received three (3) business days following the mailing.

Notice to Permittor shall be to:

The Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660
FAX Number: (714)720-2158