

30045

DC # 2005-0981698



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OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH COUNTY RECORDER
FEES 1901.20
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PAGES 16

R/W # 31529-2

SAN DIEGO GAS & ELECTRIC COMPANY
8335 CENTURY PARK COURT, SUITE 100
SAN DIEGO, CA 92123-1569
ATTN: REAL ESTATE RECORDS - CP11D



2005-0981698

N6871105RP05P79

Fb
16P
OC
TT
SD

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX \$ 1,828.20

THIS GRANT OF EASEMENT, made this 9th day of NOVEMBER, 2005, between the United States of America, herein called the Government, acting through the Department of the Navy, and San Diego Gas and Electric Company, a corporation organized under the laws of the State of California, hereinafter called the Grantee,

WHEREAS, the Government owns certain real property located in the City of San Diego, County of San Diego, State of California, identified as the Marine Corps Air Station Miramar, hereinafter called the Station; and

WHEREAS, the Grantee has requested an easement for the construction, installation, operation, maintenance, repair, and replacement of electric power transmission lines, and other associated appliances, fixtures and appurtenances over, across, through and under that portion of the Station hereinafter described; and

WHEREAS, the Secretary of the Navy has found that the granting of such easement on the terms and conditions hereinafter stated will not be incompatible with the public interest:

NOW THEREFORE, this indenture witnesseth that, in consideration of One Million Six Hundred and Sixty Two Thousand Dollars and 00/cents (\$1,662,000.00), paid by the Grantee to the Government, the Government hereby grants to the said San Diego Gas and Electric Company, a corporation, organized under the laws of the State of California, and its successors and assigns, for a period of Fifty (50) years from the date hereof, an easement for the construction, installation, operation, maintenance, repair, and replacement of electric power transmission lines, and other associated appliances, fixtures and appurtenances, over, across, through and under that portion of the Station, hereinafter called the Premises, and as more particularly described on the Exhibit "A" and shown on the Exhibit "B", attached hereto and made a part hereof.

This easement is granted subject to the following terms and conditions:

1. The Station's Installation and Logistics Department shall be notified prior to Grantee entering the Station as well as upon the completion of all work and required access.
2. All work in connection with the construction, installation, operation, maintenance, repair, and replacement of the electric power transmission lines shall be done without cost or expense to the Government, and in accordance with plans previously approved by the Commanding General or Commanding Officer, Marine Air Corps Station Miramar. All activities shall be conducted in accordance with all applicable State and Federal Statutes and Regulations which include the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*), and the Federal Endangered Species Act of 1973 (16 U.S.C. §1531 *et seq.*). In addition, all activities shall be conducted in accordance with the Grantee's Subregional Natural Community Conservation Plan (NCCP). The Grantee agrees to act in accordance with and be bound by the environmental requirements stated in Exhibit "C", attached hereto and made a part hereof.
 - a. The Grantee shall conduct its activities on the Premises in a manner that is consistent with the philosophies and supportive of the objectives of the Station's Integrated Natural Resource Management Plan (INRMP). Grantee, within one year of establishment of this Grant of Easement, shall generate and submit a natural resources management plan for their use of the Premises for approval by the Station. Grantee shall provide annual updates and status of actions and activities identified in their natural resource management plan that pertain to activities within the Station. Grantee shall identify any activity that may affect federally regulated resources (listed species, wetlands, waters of the U.S., etc.) and provide information and mitigation that may be required to support consultation with the applicable regulatory agency.
 - b. The Grantee shall provide notification, by electronic mail or telephone, prior to any activity that has the potential to affect sensitive or rare wildlife and/or vegetation within the easement, access roads, or the Station by function of any work done by the Grantee. Following such notification, Preactivity Survey Forms required by the NCCP shall be submitted by electronic facsimile transmission or in portable document format by electronic mail to the Station's Environmental Management Department prior to contact with the California Department of Fish and Game (CDFG) and the US Fish and Wildlife Service (USFWS). The Grantee shall verify by telephone that the Station has received the

N6871105RP05P79

Preactivity Survey Forms for review. The Station's Environmental Management Department shall review the Preactivity Survey Forms within fifteen working days from the verified date of receipt. If after fifteen working days the Station has provided no comments on the Preactivity Survey Forms, Grantee may proceed with the action described in the Preactivity Survey Forms. If modifications are required, notification shall be provided by telephone, with follow-up in the most appropriate form as determined by the Station's Environmental Management Department. In the event that modifications are required both parties will work together to resolve any issues in a timely manner.

- c. Mitigation measures identified in the NCCP for actions that cannot be completed without impacting natural resources shall be provided for review by the Station's Environmental Management Department at least 30 days prior to implementation.
- d. All NCCP required notifications and/or coordination with the USFWS and the CDFG, as they pertain to the Premises, shall include the Station's Environmental Management Department.
- e. All emergency repairs (i.e., broken/leaking pipes, downed lines/poles, slumps, slides, surface fault ruptures, erosion, major subsidence, or other natural disasters) that may affect the Station's sensitive or rare wildlife and/or vegetation, specifically federally regulated resources, shall be coordinated with the Station's Environmental Management Department at the earliest opportunity. These actions shall be excluded from the review process in sub-paragraph 2.b.
- f. Any obligations of Grantee contained in Paragraphs 2(a), 2(b), 2(c), 2(d) or 2(e) shall be personal to the Government, shall not be covenants running with the land and shall be in effect only so long as the Government continues to own the fee interest in the Premises. If the Government sells, conveys, or transfers all or any portion of the fee interest in the Premises to any third party, then the obligations of Grantee contained in Paragraphs 2(a), 2(b), 2(c), 2(d) or 2(e) shall terminate immediately with respect to the portion of the Premises sold, conveyed or transferred.

3. The Grantee shall maintain the Premises and the Station in good condition at all times, and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the Premises and the continued operation and maintenance of the Station. Any damages to natural resources not covered under the NCCP, shall be repaired by the Grantee to its original or substantially similar

N6871105RP05P79

condition. Access to the Station shall be coordinated with the Station prior to entry at the earliest opportunity.

4. The Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the Government to assure that the exercise of such rights will not interfere with Government activities at the Station.

5. Upon the termination of this easement, the Grantee, at its expense, shall remove, to the extent requested by the Government, improvements installed or constructed hereunder, and shall restore the Premises to the same or as good a condition as that which existed prior to the exercise by the Grantee of its rights hereunder. Such restoration shall be done in a manner satisfactory to the Commanding General or Commanding Officer, Marine Corps Air Station Miramar.

6. If at any future time, the Government determines that the electric power transmission lines, or any portion thereof, unduly interfere with any of its activities, it shall have the right to terminate this easement, in whole or in part, to the extent necessary to eliminate such interference; PROVIDED that, unless the Government shall have determined that relocation is not feasible, it shall convey to the Grantee, without charge, a substitute easement permitting the Grantee to relocate the electric power transmission lines, or portion thereof, on adjacent Government property, at the Grantee's cost and expense. The substitute easement shall contain the same terms and conditions as those of this easement, and shall bear the same expiration date.

7. Grantee is informed and acknowledges that fixed wing and rotary wing flight operations at the Station total more than 100,000 per year, and that tilt rotor aircraft may operate at the Station in the future. These aircraft operate and will continue to operate in the vicinity of Grantee's electric power transmission lines and other associated appliances, fixtures and appurtenances. Grantee shall hold harmless and indemnify Government, and as a condition of this grant, does hereby release and waive, any claims or causes of action against the United States or any of its military members, employees, or agents for any damage to Grantee's electric power transmission lines or other associated appliances, fixtures and appurtenances arising out of military training or operations at the Station.

8. Grantee is informed and acknowledges that unexploded ordnance, military munitions, and the chemical residues of munitions may be present on the Premises. The Grantee will prepare a Health and Safety Plan specific to the Premises, detailing procedures necessary to maintain safety in accordance with applicable

N6871105RP05P79

federal, state, and local laws and regulations. When intrusive work is planned, potential hazard assessments and munitions clearance coordinated through the Station will be conducted prior to intrusion or disturbance of the Premises. If such unexploded or suspected ordnance is encountered, Grantee will cease operations immediately and contact the Station Explosive Ordnance Disposal personnel. All construction and ground-disturbing activities will be ceased until the potential safety hazard is removed.

9. All or any part of this easement may be terminated upon failure by the Grantee to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two consecutive years. Only with respect to Section 2 hereof, Grantee shall have 10 calendar days after written notice of noncompliance to cure its failure to comply with the terms and conditions contained within the paragraphs of Section 2 of this easement grant. If it is not possible to cure the failure to comply within 10 days, the commencement of efforts to cure within 10 days shall be deemed to cure the failure to comply provided the efforts to cure are diligently pursued to completion.

10. The Government may use the Premises of this easement for any purpose that does not unreasonably interfere with the use or enjoyment by the Grantee of the rights granted by this easement.

IN WITNESS WHEREOF, the Government, acting through the Department of the Navy, has caused this Grant of Easement to be executed the day and year written first above.

UNITED STATES OF AMERICA

By Karen P. Ringel
KAREN P. RINGEL
Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest

EXHIBIT "A"

N6871105RP05P79

LEGAL DESCRIPTION

THAT PORTION OF LOT 9 OF RESUBDIVISION OF PART OF FANITA RANCHO, ACCORDING TO MAP THEREOF NO. 1703, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 28, 1918, AND THAT PORTION OF SECTION 5, 6, AND 7, TOWNSHIP 15 SOUTH, RANGE 1 WEST, AND THAT PORTION OF SECTION 31, AND 32, TOWNSHIP 14 SOUTH, RANGE 1 WEST, AND THAT PORTION OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2 INCH IRON PIPE WITH DISC STAMPED "L.S. 2201" AS SHOWN ON RECORD OF SURVEY NO. 12862, FILED IN SAID OFFICE OF THE COUNTY RECORDER, AUGUST 30, 1990, SAID MONUMENT MARKS THE NORTHEAST CORNER OF SAID SECTION 31 AND BEARS SOUTH 87°53'52" EAST 2503.33 FEET (SOUTH 87°53'47" EAST 2503.35 FEET RECORD PER SAID RECORD OF SURVEY) FROM A FOUND 2 INCH IRON PIPE WITH DISC STAMPED "L.S. 2201" AS SHOWN ON SAID RECORD OF SURVEY, SAID MONUMENT MARKS THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 09°33'06" EAST 1718.64 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREBIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 00°16'19" WEST 12627.53 FEET; THENCE SOUTH 41°16'44" WEST 2693.43 FEET TO THE SOUTH LINE OF SAID SECTION 7; THENCE ALONG SAID SOUTH LINE NORTH 89°09'37" WEST 262.78 FEET; THENCE NORTH 41°16'44" EAST 2789.09 FEET; THENCE NORTH 00°16'19" EAST 12407.85 FEET; THENCE NORTH 71°34'09" WEST 6628.08 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE ALONG SAID NORTH LINE SOUTH 85°54'39" EAST 807.41 FEET; THENCE SOUTH 71°34'09" EAST 5990.72 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 99.028 ACRES MORE OR LESS.

SAID BEARINGS ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM, NAD 83, ZONE 6.



Peter C. Golding 4-29-05

PETER C. GOLDING DATE

LS 4768
EXPIRATION DATE 3/31/06

APPROVED BY
CADASTRAL
C. R. Mares
DATE 5-3-2005

30051

EXHIBIT "B"

N6871105RP05P79

LEGEND

■ INDICATES FOUND 2" IRON PIPE WITH DISC STAMPED "L.S. 2201" PER ROS 16637 AND ROS 12862, OR AS NOTED.

A INDICATES 200' WIDE SDG&E EASEMENT RECORDED 2-11-1955 IN BOOK 5530, PAGE 2, O.R.

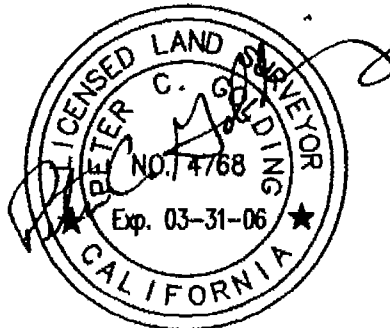
/ INDICATES PROPOSED EASEMENT.
AREA = 4,313,672 SQ. FT.
= 99.028 ACRES

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, NAD 83, ZONE 6 GRID BEARING BETWEEN STATION "SDGPS 17" AND STATION "FAR" PER ROS 14310 I.E. NORTH 74°35'37" WEST.

QUOTED BEARINGS FROM REFERENCE MAPS/DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

APPROVED BY
CADASTRAL
C. R. Moore
DATE 5-3-2005

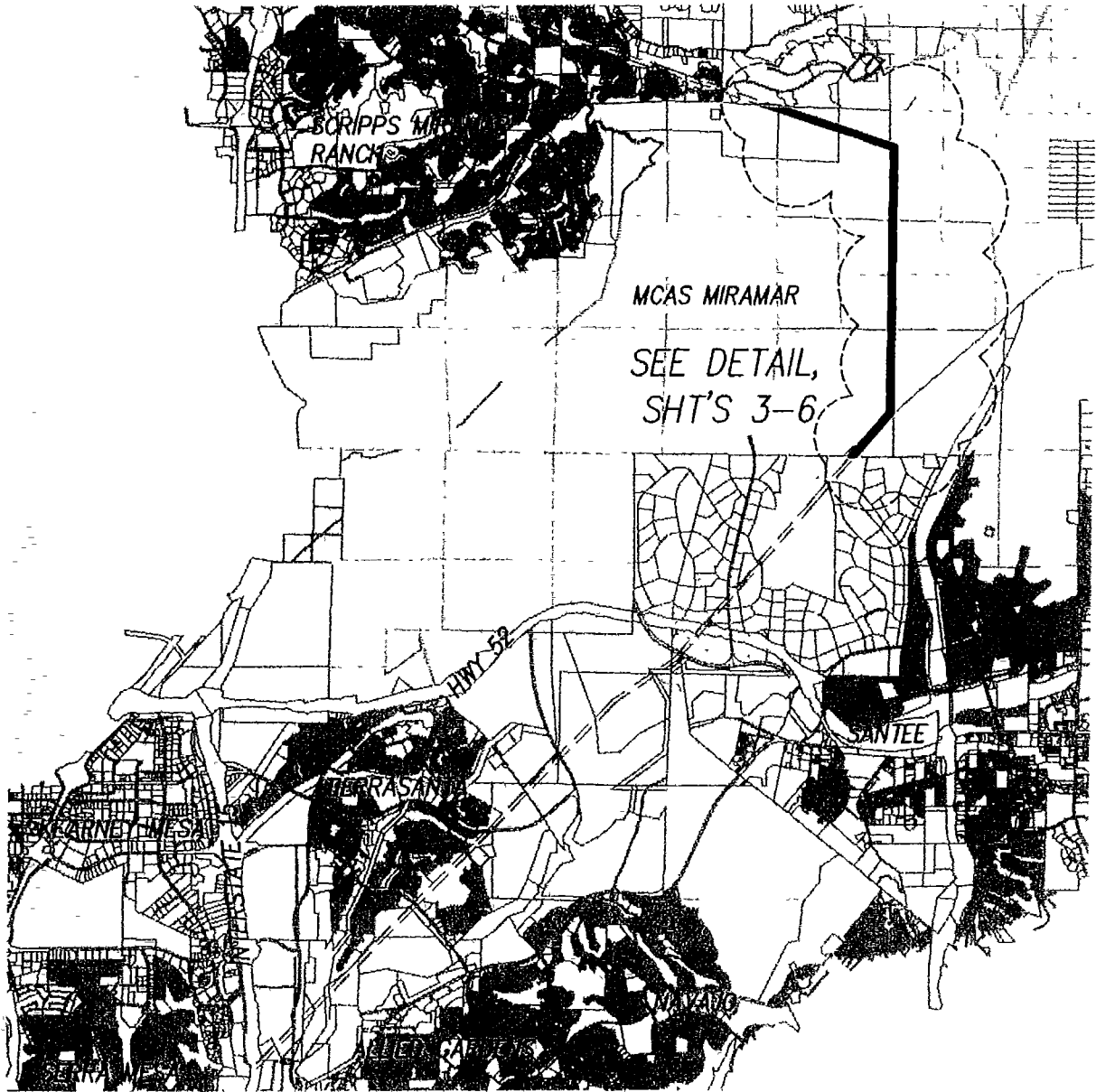


REF: MAP 14749 ROS 16637
MAP 9151 ROS 14835
MAP 8577 ROS 12862
MAP 8448 ROS 9854
P.M. 16049

P.D.C. FILE: 2400-85-a.dwg
SDG&E JOB: PDC030009-000

SHT 1 OF 6

SAN DIEGO GAS & ELECTRIC SAN DIEGO, CALIFORNIA		ORIGINATOR: JJZ	OK TO INSTALL:	PROJECT NO.		
		SURVEYED BY: PDC/DLL	R/W OK:	CONST. NO.		
NAVY EASEMENT RENEWAL E/O I-15, N/O I-8, S/O POWAY RD SAN DIEGO		DRAWN BY: PDC/MAL	DATE:	DRAWING NO. S-3333-409		
		DATE: 4-29-2005	THOS. BROS. 1211-A5			
NO.	SUPPLEMENTS	SCALE: NONE		DATE:	BY:	APP'D

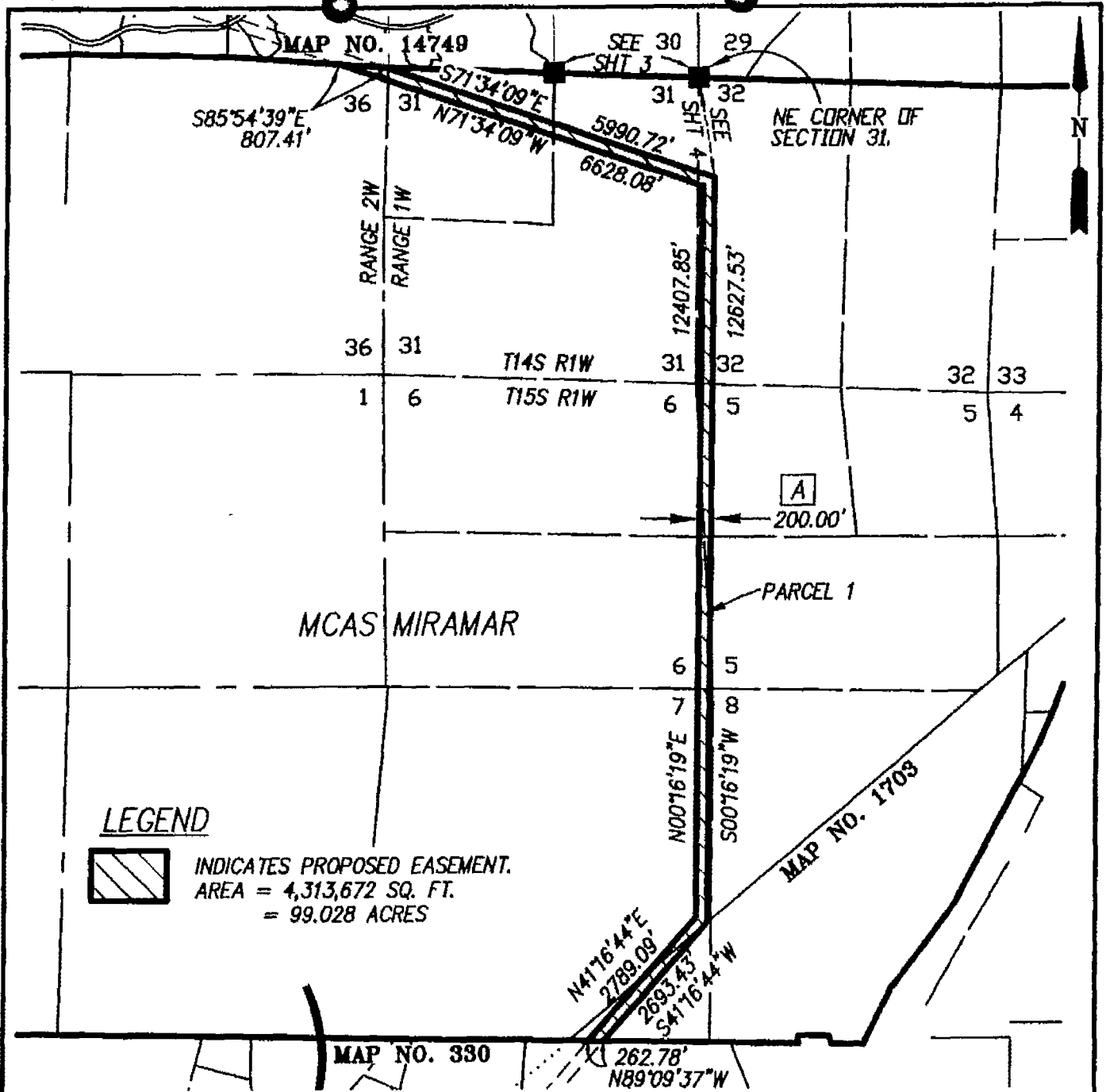


INDEX MAP

P.D.C. FILE: 2400-85-a.dwg
 SDG&E JOB: PDC030009-000

SHT 2 OF 6

SAN DIEGO GAS & ELECTRIC SAN DIEGO, CALIFORNIA		ORIGINATOR: JJZ	OK TO INSTALL:	PROJECT NO.
NAVY EASEMENT RENEWAL E/O I-15, N/O I-8, S/O POWAY RD SAN DIEGO		SURVEYED BY: PDC/DLL	R/W OK:	CONST NO.
		DRAWN BY: PDC/MAL	DATE:	DRAWING NO. S-3333-409
		DATE: 4-29-2005	THOS. BROS. 1211-A5	
		SCALE: 1"=8000'		
NO.	SUPPLEMENTS		DATE:	BY
				APP'D



LEGEND



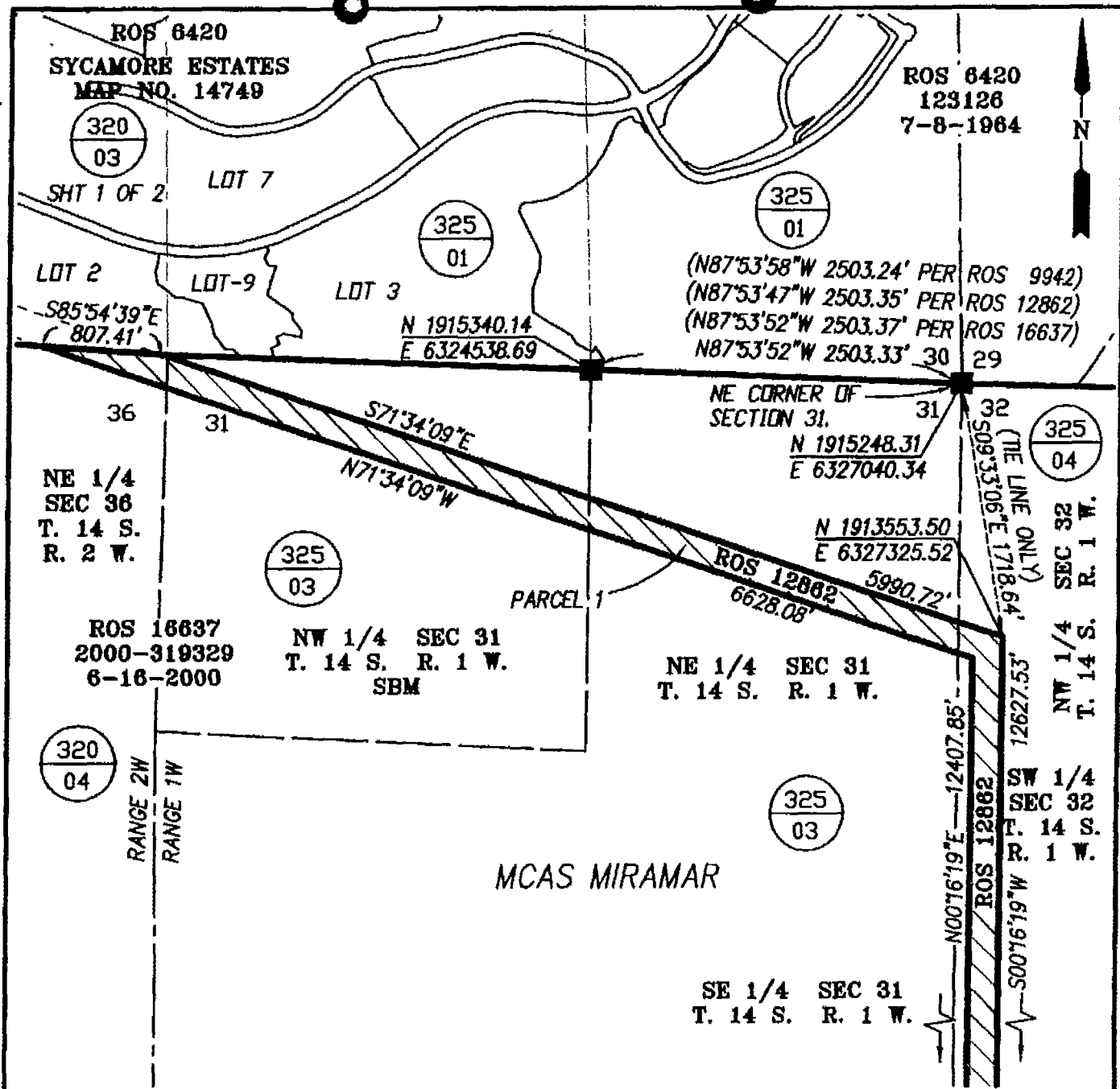
INDICATES PROPOSED EASEMENT.
 AREA = 4,313,672 SQ. FT.
 = 99.028 ACRES

P.D.C. FILE: 2400-85-a5.dwg
 SDG&E JOB: PDC030009-000

SHT 3 OF 6

SAN DIEGO GAS & ELECTRIC SAN DIEGO, CALIFORNIA		ORIGINATOR:	OK TO INSTALL:	PROJECT NO.
		JJZ		
NAVY EASEMENT RENEWAL E/O I-15, N/O I-8, S/O POWAY RD SAN DIEGO		SURVEYED BY:	R/W OK:	CONST. NO.
		PDC/DLL		
		DRAWN BY:	DATE:	DRAWING NO. S-3333-409
		PDC/MAL		
		DATE:	THOS. BROS.	DATE: BY APP'D
		4-29-2005	1211-A5	
		SCALE:		
		1"=2500'		

30054



MCAS MIRAMAR

SEE SHEET 5

P.D.C. FILE: 2400-85-a5.dwg
 SDG&E JOB: PDC030009-000

SHT 4 OF 6

SAN DIEGO GAS & ELECTRIC SAN DIEGO, CALIFORNIA		ORIGINATOR: JJZ	OK TO INSTALL:	PROJECT NO.		
		SURVEYED BY: PDC/DLL	R/W OK:			
NAVY EASEMENT RENEWAL E/O I-15, N/O I-8, S/O POWAY RD SAN DIEGO		DRAWN BY: PDC/MAL	DATE:	CONST. NO.		
		DATE: 4-29-2005	THOS. BROS. 1211-A5	DRAWING NO. S-3333-409		
NO.	SUPPLEMENTS	SCALE: 1"=1000'		DATE:	BY	APP'D

SEE SHEET 4

SE 1/4 SEC 31
T. 14 S. R. 1 W. 31

SW 1/4 SEC 32
T. 14 S. R. 1 W.
T14S R1W

6

5

T15S R1W

374
01

374
02

SHT 1 OF 2

SHT 1 OF 2

NE 1/4 SEC 6
T. 15 S. R. 1 W.
SBM

NW 1/4 SEC 5
T. 15 S. R. 1 W.

ROS 16637
2000-319329
6-16-2000

PARCEL 1

MCAS

MIRAMAR

374
01

ROS 16637

374
02

SHT 2 OF 2

SHT 2 OF 2

SE 1/4 SEC 6
T. 15 S. R. 1 W.

SW 1/4 SEC 5
T. 15 S. R. 1 W.

12407.65'

12627.53'

N00°16'19"E

S00°16'19"W

6

5

7

8

376
04

PARCEL 1

376
04

SEE SHEET 6



P.D.C. FILE: 2400-85-a5.dwg
SDG&E JOB: PDC030009-000

SHT 5 OF 6

SAN DIEGO GAS & ELECTRIC SAN DIEGO, CALIFORNIA		ORIGINATOR: JJZ	OK TO INSTALL:	PROJECT NO.
		SURVEYED BY: PDC/DLL	R/W OK:	CONST. NO.
NAVY EASEMENT RENEWAL E/O I-15, N/O I-8, S/O POWAY RD SAN DIEGO		DRAWN BY: PDC/MAL	DATE:	DRAWING NO.
		DATE: 4-29-2005	THOS. BROS. 1211-A5	S-3333-409
		SCALE: 1"=1000'		
NO.	SUPPLEMENTS	DATE:	BY:	APP'D

30056

SEE SHEET 5

6
7
5
8

PARCEL 1

MCAS MIRAMAR

376
04

376
04

SEC 8
T. 15 S. R. 1 W.

ROS 16637

ROS 16637
2000-319329
6-16-2000

SEC 7
T. 15 S. R. 1 W.
SBM

12407.85'
12627.53'
N00°16'19"E
S00°16'19"W

MAP NO. 1703
LOT-11

376
01

ROS 16637

ROS 10808

366
04
SHT 2 OF 2

MAP NO. 330
MAP NO. 1703

262.78'
N89°09'37"W

LOT-9
SHT 1 OF 2

MAP NO. 1703

366
05

RESUBDIVISION OF PART
OF FANITA RANCHO
MAP NO. 1703
LOT-11
ROS 16637

SHT 6 OF 6

P.D.C. FILE: 2400-85-a5.dwg
SDG&E JOB: PDC030009-000

SAN DIEGO GAS & ELECTRIC
SAN DIEGO, CALIFORNIA

NAVY EASEMENT RENEWAL
E/O I-15, N/O I-8,
S/O POWAY RD
SAN DIEGO

ORIGINATOR: JZJ	OK TO INSTALL:
SURVEYED BY: PDC/DLL	R/W OK:
DRAWN BY: PDC/MAL	DATE:
DATE: 4-29-2005	THOS. BROS. 1211-A5
SCALE: 1"=1000'	

PROJECT NO.

CONST. NO.

DRAWING NO.

S-3333-409

NO.	SUPPLEMENTS	DATE:	BY	APP'D

Exhibit "C"
Environmental Requirements
N6871105RP05P79

The following provisions shall apply to this Grant of Easement:

Definitions:

"Hazardous Material" means any substance:

- a) the presence of which requires investigation or remediation under any applicable federal, state or local statute, regulation, ordinance, order, action, policy or common law; or
- b) which is or becomes defined as a "hazardous waste," or hazardous substance," pollutant or contaminant pursuant to any federal, state or local statute, regulation, rule or ordinance now or hereafter in effect, including the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. § 9601 et seq) and/or the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6901 et. seq); and/or the California Health & Safety Code §§ 25100 et. seq.
- c) which is toxic, reactive, explosive, corrosive, ignitable, flammable, infectious, radioactive, carcinogenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or
- d) which contains gasoline, diesel fuel or any other petroleum hydrocarbons, polychlorinated biphenyles (PCBs), asbestos, or urea formaldehyde foam insulation

"Environmental Requirements" mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans or authorizations and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, release or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes.

"Environmental Damages" mean all claims, judgments, damages, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, whether or not such claim is defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including with limitation reasonable attorneys' fees and consultants' fees, any of which are incurred at any time as a result of (i) the existence of Hazardous Materials (A) upon or beneath the Premises or (B) migrating or threatening to migrate from the Premises, or (ii) a violation of Environmental Requirements pertaining to the Premises, and including damages to personal injury or injury to property or natural resources occurring upon or off of the Premises and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements including the performance of any cleanup, remediation, removal, response, abatement or monitoring work required by any federal, state or local government agency.

Covenants and Requirements.

- 1 Grantee shall be solely responsible for obtaining, at its sole cost and expense, any and all environmental permits or approvals required for its operations under this easement, independent of any existing federal, state, and/or local permits held by the Department of the Navy.
- 2 Grantee and its officers, employees, agents, and contractors shall comply with all Environmental Requirements, including but not limited to all applicable federal, state and local environmental, hazardous material, and occupational safety and health laws, regulations and ordinances that are or may become applicable to Grantee's activities on the Premises. Grantee shall be solely responsible for any and all Environmental Damages, including fines, penalties, and enforcement actions instituted in connection with Grantee's use, or otherwise imputed to Grantee by law through others' use of the Premises.
- 3 Grantee covenants that it shall not cause any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Premises except as specifically approved by the Secretary of the Navy in accordance with 10 U.S.C. §2692. If such approval is obtained, Grantee shall strictly comply with the Environmental Requirements, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 et. seq., and California Code of Regulations, Titles 17, 22, & 23 and other applicable Federal, State, and local laws and regulations governing use, storage, and release reporting of Hazardous Materials on the property and the management/disposal of Hazardous Materials and hazardous waste. Except as specifically authorized by the Government in writing, Grantee must provide at its own expense for such hazardous waste management complying with all laws and regulations. Government hazardous waste management facilities will not be available to Grantee. Nor shall Grantee permit its hazardous or solid wastes or other materials to be commingled with waste of the Department of the Navy. Any violation of the requirements of this condition shall be deemed a material breach of this easement.
4. Whenever, as a result of Grantee's use, or as otherwise imputed to Grantee by law through others' use of the property: (A) any hazardous substance, hazardous constituent, or hazardous waste is released or there is a substantial threat of such release into the environment; or (B) there is a release or substantial threat of release into the environment of any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare (including the environment), the Grantee shall be responsible, at no cost to the Government: (A) for all costs of corrective action or response to include removal or remedial action incurred by the United States not inconsistent with the national contingency plan; (B) any other necessary costs of response incurred by any other person consistent with the national contingency plan; (C) damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury, destruction, or loss; and (D) the costs of any health assessment or health effects study carried out under 42 U.S.C. section 9604(i).

If any Hazardous Material is brought upon, threatened, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Premises or any portion thereof in violation of subsections 2 and 3 above or is in existence in, on or under the Premises, Grantee shall, at the direction of the Government or any federal, state or local authority, remove or remediate such Hazardous Material and/or otherwise comply with the regulations or orders of such authority to ensure compliance with all Environmental Requirements.

5. Grantee releases, remits, and forever discharges the Government, its officers, agents and employees of and from any and all claims, causes of action, injuries, damages, and demands whatsoever in law or in equity arising out of, or connected with, Grantee's use or otherwise imputed to Grantee by law through others' use of the Premises. Grantee agrees to indemnify, defend, and hold harmless the United States against all fines, claims, damages, lawsuits, judgments, and expenses arising out of such use of the Premises and not resulting from the negligence or willful intent or misconduct of Government, its officers, agents, and/or employees.