RECORDING REQUESTED BY:

Lennar Mare Island, LLC
690 Walnut Avenue, Suite 100
Vallejo, California 94592

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Region 1
8800 Cal Center Drive
Sacramento, California 95826
Attention: Mr. Anthony J. Landis, Chief
Office of Military Facilities

Recorded in Official Records,
Solano County
Doc#: 200600039661
3/31/2006 8:00 AM

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Building 521 Elevator Equipment Room

Investigation Area D1, Former Mare Island Naval Shipyard
Eastern Early Transfer Parcel
Vallejo, California

This Covenant and Agreement ("Covenant") is made by and between Lennar Mare Island, LLC, a California corporation ("Covenantor"), the current owner of property to be restricted herein, situated on the Former Mare Island Naval Shipyard in Vallejo, County of Solano, State of California, and the California Department of Toxic Substances Control (the "Department"). Pursuant to California Civil Code ("Civil Code") section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials, as defined in California Health & Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471 and H&SC section 25355.5, that the use of the Property be restricted as set forth in this Covenant. The Parties further intend that the provisions of this Covenant also be for the benefit of, and enforceable by, the United States Environmental Protection Agency ("U.S. EPA") as a third party beneficiary.

ARTICLE I – STATEMENT OF FACTS

1.01 Building 521 is located on the developed eastern side of Mare Island and comprises a portion of the area generally known as the Eastern Early Transfer Parcel of Mare Island ("EETP"), in the County of Solano, State of California. The general location of Building 521 and the Building 521 UL#01 polychlorinated biphenyl ("PCB") site are, respectively, depicted in Exhibits "A1" and "A2", attached hereto and depicted herein by this reference. The location of Building 521 is more particularly depicted and described in Exhibits "B" and "C" (the "Property"), attached hereto and incorporated herein by this reference. The Building 521 UL#01 PCB site consists of the elevator equipment located in a room on the third floor of Building 521. The equipment room containing the Building 521 UL#01 PCB site is more particularly depicted and described in Exhibits "D" and "E" (the "PCB Site"), attached hereto and incorporated herein by this reference.

1.02 On March 26, 2002 the ownership of the EETP, which included the Property, was transferred from the United States Department of the Navy ("Navy") to the City of Vallejo ("City"), and then immediately to Covenantor.

1.03 The EETP was previously part of the Navy's Mare Island Naval Shipyard. In April 2002, the Navy and the Department entered into a Federal Facility Site Remediation Agreement ("FFSRA"). Under the FFSRA for the EETP, the Navy retains its obligations under federal and state laws concerning the remediation of hazardous substances on the Property due to the activities of the Navy.

1.04 The Covenantor, the Department, and the City entered into a Consent Agreement on April 16, 2001 ("Consent Agreement"), whereby the Covenantor is obligated to perform remedial actions, achieve regulatory closure, and comply with operation and maintenance requirements such as the requirements of this Covenant, on the Property. The Consent Agreement is on file with the Department and the Covenantor. The Consent Agreement subdivides the EETP into eight (8) Investigation Areas. The Property is located within one of these Investigation Areas—Investigation Area D1. The *Final Remedial Action Plan for Investigation Area D1* was approved by the Department on May 27, 2004, and provides that a deed restriction be required as part of the site remediation at the Property.

1.05 The Department has the authority pursuant to Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") section 120, and the H&SC chapter 6.5 and 6.8 to regulate PCBs.

1.06 The Toxic Substances Control Act ("TSCA") Complaint/Consent Agreement and Final Order for the Former Mare Island Naval Shipyard ("CA/FO") establishes U.S. EPA regulatory closure requirements for PCBs on the EETP. The Covenantor is an "Intervenor" in the CA/FO because under the terms of the Consent Agreement and other EETP transfer documents, the Covenantor has assumed certain

responsibilities for, among other things, TSCA compliance and regulatory closure on the EETP.

1.07 The maximum remaining PCB concentration at the Building 521 UL#01 PCB site is 1.8 parts per million ("ppm"), as depicted in Exhibit "F", attached hereto and incorporated herein by this reference. The sample matrix analyzed for the remaining PCBs at the Building 521 UL#01 PCB site is unknown; however, sample labels were observed on the elevator equipment, and it is expected that residue on the equipment was tested.

1.08 The maximum remaining residual PCB concentrations at the Building 521 UL#01 PCB site meets the default Substantive Cleanup Requirements set forth in Paragraph 8(a)(ii)(B) of the CA/FO for bulk PCB remediation wastes (which includes concrete) of less than or equal to 25 mg/kg in low-occupancy areas. With regard to bulk PCB remediation waste, 40 Code of Federal Regulations ("C.F.R.") section 761.3 includes within the definition of "low occupancy area," sites where occupancy for any individual not wearing dermal and respiratory protection is less than an average of 6.7 hours per week over the course of any calendar year. Pursuant to Paragraph 8(a)(ii)(B) of the CA/FO, a no further action determination is appropriate at PCB sites where bulk remediation waste remains at a concentration of less than or equal to 25 mg/kg, the site is restricted to low occupancy. The Department and U.S. EPA have concluded that the Building 521 UL#01 PCB site does not present an unacceptable risk to human health or the environment provided the PCB Site remains a low occupancy area, and the following uses of the Property are prohibited: residences, hospitals, schools for persons under the age of 18, or day care centers.

1.09 Pursuant to Paragraph 6(a) of the CA/FO, no further action is needed with respect to PCB contamination at Building 521 UL#01, provided that the applicable requirements established in this Covenant are satisfied.

ARTICLE II – DEFINITIONS

2.01 Department. "Department" means the State of California by and through the Department of Toxic Substances Control and includes its successor agencies, if any.

2.02 Owner. "Owner" means the Covenantor and shall include the Covenantor's successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

2.03 Occupant. "Occupant" means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.04 U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency, and includes its successor agencies, if any.

2.05 Bulk PCB Remediation Waste. "Bulk PCB remediation waste" is defined by U.S. E.P.A. in 40 C.F.R. 761.61(a)(5)(i), which states: "Bulk PCB remediation waste includes, but is not limited to, the following non-liquid PCB remediation waste: soil, sediments, dredged materials, muds, PCB sewage sludge, and industrial sludge."

2.06 Low Occupancy Area. "Low occupancy area" is defined by U.S. E.P.A. in 40 C.F.R. 761.3, which states: "Low occupancy area means any area where PCB remediation waste has been disposed of on-site and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year is: less than 840 hours (an average of 16.8 hours per week) for non-porous surfaces and less than 335 hours (an average of 6.7 hours per week) for bulk PCB remediation waste. Examples could include an electrical substation on a location in an industrial facility where a worker spends small amounts of time per week (such as an unoccupied area outside a building, an electrical equipment vault, or in the non-office space in a warehouse where occupancy is transitory)."

ARTICLE III – GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC Section 25355.5 (a)(1)(C), Civil Code section 1471, and California Code of Regulations, title 22, section 67391.1; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Department, and U.S. EPA as a third party beneficiary and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding Upon Owners, Occupants and Lessees. Pursuant to H&SC section 25355.5 (a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignee, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department and U.S. EPA.

3.03 Written Notification of the Presence of Hazardous Substances. Prior to the sale, lease, or sublease of the Property, or any portion thereof, the Owner, Occupant, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04 Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases entered into for any portion of the Property on or after the date of recordation of this Covenant.

3.05 Conveyance of Property. The Owner shall provide notice to the Department and U.S. EPA not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06 Costs of Administering the Covenant. The terms of this Covenant run with the land and will continue in perpetuity unless a variance or termination is granted pursuant to Article VI herein. The Department has incurred and will in the future incur costs associated with the administration of this Covenant. Pursuant to the California Code of Regulations, title 22, section 67391.1(h), the Department's costs associated with the administration of this Covenant will be paid.

ARTICLE IV – ENVIRONMENTAL RESTRICTIONS

4.01 Prohibited Uses. The Property shall not be used for any of the following purposes:

(a) A residence, including any mobile home or factory built housing, constructed or installed for use as a residential habitation.

(b) A hospital for humans.

(c) A public or private school for persons under 18 years.

(d) A day care center for children.

4.02 Management of the Property and PCB Site.

(a) No activities at the that disturb any of the surfaces or the existing equipment on or in the PCB Site shall be allowed without written notice to the Department and U.S. EPA at least thirty (30) days prior to planned activities and approval by the Department and U.S. EPA prior to implementation.

(b) If the use of the Property changes in a manner that will increase the risk of exposure to PCBs, an evaluation of the feasibility of implementing remedial measures that at least reduce such increased exposure risks from PCBs on the Property shall be submitted to and approved by the Department and U.S. EPA prior to changing the use of the Property. In the event that the Property is to be demolished, additional measures for construction worker protection, and management and disposal of PCBs shall be in compliance with 40 C.F.R. part 761. Any remediation of PCBs on the Property or management of PCB waste shall be pursuant to applicable state and federal laws.

4.03 Low Occupancy. The PCB Site shall be maintained as a "low occupancy area" for bulk PCB remediation waste. Occupancy of the PCB Site for any individual not wearing dermal and respiratory protection shall average out to less than 6.7 hours per week over the course of any calendar year. This low occupancy restriction

shall be enforced pursuant to TSCA and other applicable federal authority, and enforced by a federal agency.

4.04 Access. The Department and U.S. EPA shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department and/or U.S. EPA to protect public health or safety or the environment.

4.05 Inspection and Reporting. The Owner of the Property shall perform an annual inspection to verify that the use of the Property is in compliance with the provisions of this Covenant. Based on the annual inspection, a report shall be developed and submitted to the Department, U.S. EPA, and the City of Vallejo documenting the findings of the annual inspection. The first report shall be submitted to the Department, U.S. EPA, and the City of Vallejo one year following the date of recordation of this Covenant and shall be submitted to the Department, U.S. EPA, and the City of Vallejo annually thereafter. The report shall describe the monitoring and inspection of the Property for compliance with this Covenant, state the deficiencies and measures taken and necessary to address these deficiencies.

4.06 Notification to the Department and U.S. EPA. The Owner shall notify the Department and U.S. EPA within 3 business days of discovery of any activity that violates or is inconsistent with the provisions of this Covenant. The notification shall include any corrective measures taken or planned to address the violation or inconsistency. The Owner shall notify the Department and U.S. EPA within 3 business days of discovery of a previously unknown hazardous substances release to the environment, and in all cases the Owner shall comply with applicable notification requirements under state and federal law. The notification shall include a description of any interim containment or corrective measures taken or planned.

ARTICLE V – ENFORCEMENT

5.01 Enforcement. Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department and/or U.S. EPA to obtain injunctive relief prohibiting commencement or continuation of any uses or activities restricted by this Covenant. U.S. EPA shall be entitled to enforce the provisions of this Covenant as a third party beneficiary. Violation of this Covenant shall be grounds for the Department and/or U.S. EPA to seek or file enforcement actions as provided by law.

ARTICLE VI – VARIANCE, TERMINATION, AND TERM

6.01 Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233 and a copy of the application shall be submitted to U.S. EPA simultaneously with the application submitted to the Department. No variance may be granted under this paragraph 6.01 without prior notice and opportunity to comment by U.S. EPA. Any approved variance shall be

recorded in the Office of the Recorder of Solano County, California, by the person or entity granted the variance.

6.02 Termination. The Owner, or with the Owner's consent, any lessee, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234 and a copy of the application shall be submitted to U.S. EPA simultaneously with the application submitted to the Department. No termination may be granted under this paragraph 6.02 without prior notice to and opportunity to comment by U.S. EPA. Any termination shall be recorded in the Office of the Recorder of Solano County, California, by the person or entity granted the termination.

6.03 Term. Unless ended or modified in accordance with the paragraphs above, by law, or by the Department in the exercise of its discretion, after providing notice to and opportunity to comment by U.S. EPA, this Covenant shall continue in effect in perpetuity.

ARTICLE VII – MISCELLANEOUS

7.01 No Dedication or Taking Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to effect a taking under federal or state law.

7.02 Department References. All references to the Department include successor agencies/departments or any other successor entity.

7.03 Recordation. The Covenantor shall record this Covenant, with Exhibits "A1", "A2", "B", "C", "D", "E" and "F", in the County of Solano within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04 Notices. Whenever any person gives or serves any notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested as follows:

To Owner:

Ms. Sheila Roebuck
Lennar Mare Island, LLC
690 Walnut Avenue, Suite 100
Vallejo, California 94592

To Department:

Department of Toxic Substances Control
Region 1
8800 Cal Center Drive
Sacramento, California 95826
Attention: Mr. Anthony J. Landis, Chief
Office of Military Facilities

To EPA:

U.S. EPA Region IX
75 Hawthorne Street
San Francisco, California 94105
Attention: PCB Coordinator (CMD-4-2)

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05 Partial Invalidity. If any portion of the Restrictions or any other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.06 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.07 Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.08 Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

7.09 Statutory References. All statutory references include successor provisions.

7.10 Counterparts. This Covenant may be executed in counterparts.

IN WITNESS WHEREOF, the Parties execute this Covenant.

COVENANTOR: LENNAR MARE ISLAND, LLC

By: _____
Name: Thomas Sheaff
Title: VP
Date: 3/21/06

STATE OF CALIFORNIA)
)
COUNTY OF San Francisco)

On this 21 day of March, in the year 2006, before me Chonta Burgess, Notary Public, personally appeared Thomas Sheaff, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(~~s~~) whose name(~~s~~) is/a~~re~~ subscribed to the within instrument and acknowledged to me that he/s~~he~~/the~~y~~ executed the same in his/h~~er~~/the~~ir~~ authorized capacity(ie~~s~~), and that by his/h~~er~~/the~~ir~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Chonta Burgess

CHONTA BURGESS
Commission # 1544620
Notary Public - California
Contra Costa County
My Comm. Expires Jan 15, 2009

LEGAL_US_W # 52806062.4

IN WITNESS WHEREOF, the Parties execute this Covenant.

THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By: Anthony J. Landis
Name: Anthony J. Landis
Title: Branch Chief
Date: 3-27-06

STATE OF CALIFORNIA)
)
COUNTY OF Sacramento)

On this 27th day of March, in the year 2006, before me Kathleen C. Duncan, personally appeared Anthony J. Landis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she~~/they~~ executed the same in his/her~~/their~~ authorized capacity(~~ies~~), and that by his/her~~/their~~ signature(~~s~~) on the instrument the person(s)~~,~~ or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

KATHLEEN C. DUNCAN
Commission # 1628225
Notary Public - California
Sacramento County
My Comm. Expires Dec 9, 2009

Signature Kathleen C. Duncan

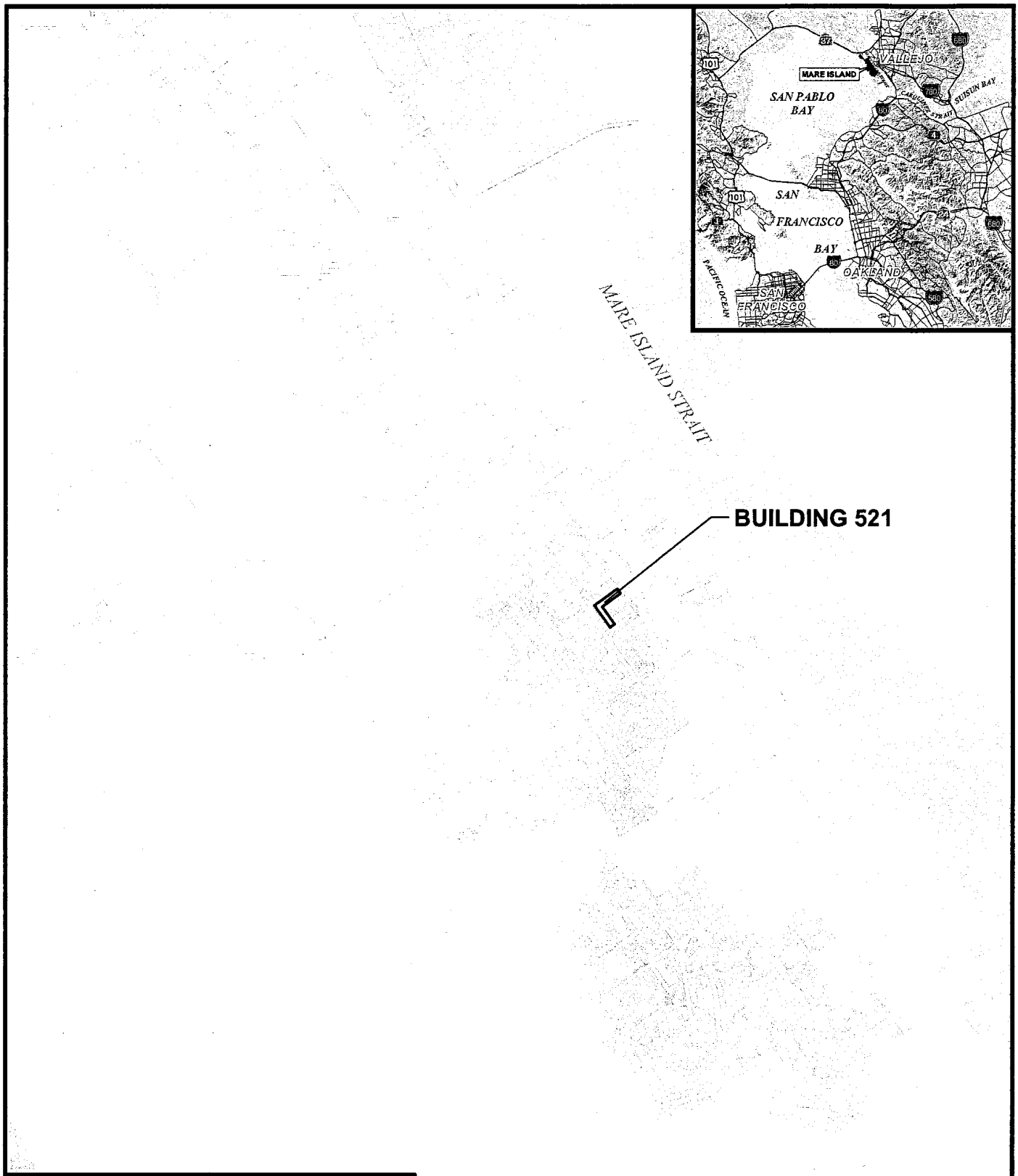


EXHIBIT A1
GENERAL LOCATION OF BUILDING 521
LENNAR MARE ISLAND, VALLEJO CALIFORNIA

CH2MHILL

RDD \\LOKI\PROJECTS\RDDGIS\MARE_ISLAND\MXDS\PCB\B521\EXHIBIT_A1_B521_GLOC.MXD EXHIBIT_A1_B671_GLOC.PDF 3/14/2006 13:15:22

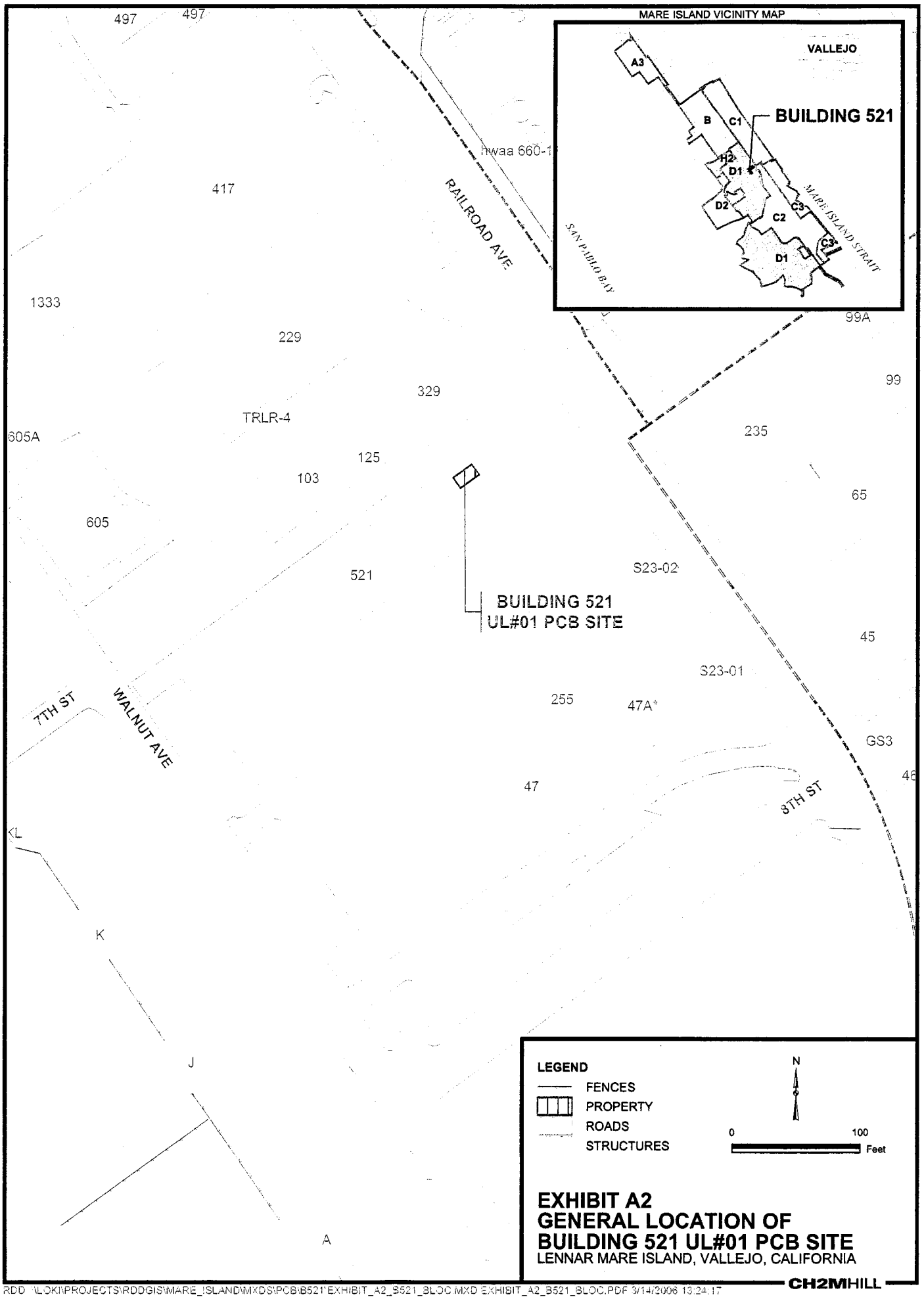


EXHIBIT A2
GENERAL LOCATION OF
BUILDING 521 UL#01 PCB SITE
LENNAR MARE ISLAND, VALLEJO, CALIFORNIA

CH2MHILL

RDD \\LOKI\PROJECTS\RDDGIS\MARE_ISLAND\MXDS\PCB\B521\EXHIBIT_A2_B521_BLOC.MXD EXHIBIT_A2_B521_BLOC.PDF 3/14/2006 13:24:17

Lennar Mare Island, LLC
A portion of A.P.N. 066-010-001
Building 521, Environmental Restriction Area

Exhibit B
Legal Description

All that real property situate on the lands commonly known as Mare Island Naval Shipyard, in the City of Vallejo, County of Solano, State of California, described as follows:

Being a portion of the "Primary Eastern Early Transfer Parcel", described as "Parcel No. 1" in the Grant Deed to Lennar Mare Island, LLC, a California limited liability company, which was recorded on March 26, 2002, Series No. 2002-37966, Solano County Official Records, more particularly described as follows:

Commencing at a 2-1/2" aluminum disk monument in concrete, stamped "Mare Island Control Point 18, McGill-Martin-Self Inc. Orinda CA", as shown on that certain Record of Survey filed November 14, 1996, in Book 21 of Surveys at Page 94 of Official Records of Solano County. Having established grid coordinates of North 1,797,842.590 U.S Survey feet and East 6,483,739.254 U.S Survey feet, referenced to the California Coordinate System of 1983, Zone 2 as given in that particular report entitled, "Summary Report, Horizontal Control Network, Mare Island Naval Shipyard, Vallejo, California, MMS Job #1587, McGill Martin Self, Inc.";

thence, North 42°11'46" West, 358.39 feet to the northerly corner of Building 521, the POINT OF BEGINNING;

thence, along the footprint of said Building 521, the following six (6) courses:

1. South 54°20'00" West, 286.00 feet;
2. South 35°40'00" East, 270.00 feet;
3. North 54°20'00" East, 56.00 feet;
4. North 35°40'00" West, 214.00 feet;
5. North 54°20'00" East, 230.00 feet;
6. North 35°40'00" West, 56.00 feet to the POINT OF BEGINNING.

Containing an area of 0.643 acre or 28,000 square feet, more or less.

The Basis of Bearing for the above description is the California Coordinate System (1983), Zone 2. Distances shown are grid distances. To obtain ground distances multiply grid distances by 1.00006210.

The real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Date: March 27, 2006

LICENSED LAND SURVEYOR
JOSEPH A. FEYDER
Exp. 12-31-06
LS No. 5901
STATE OF CALIFORNIA

3/27/06

LINE LENGTH AND BEARING TABLE

LINE	LENGTH	BEARING
L01	286.00	S54°20'00"W
L02	270.00	S35°40'00"E
L03	56.00	N54°20'00"E
L04	214.00	N35°40'00"W
L05	230.00	N54°20'00"E
L06	56.00	N35°40'00"W

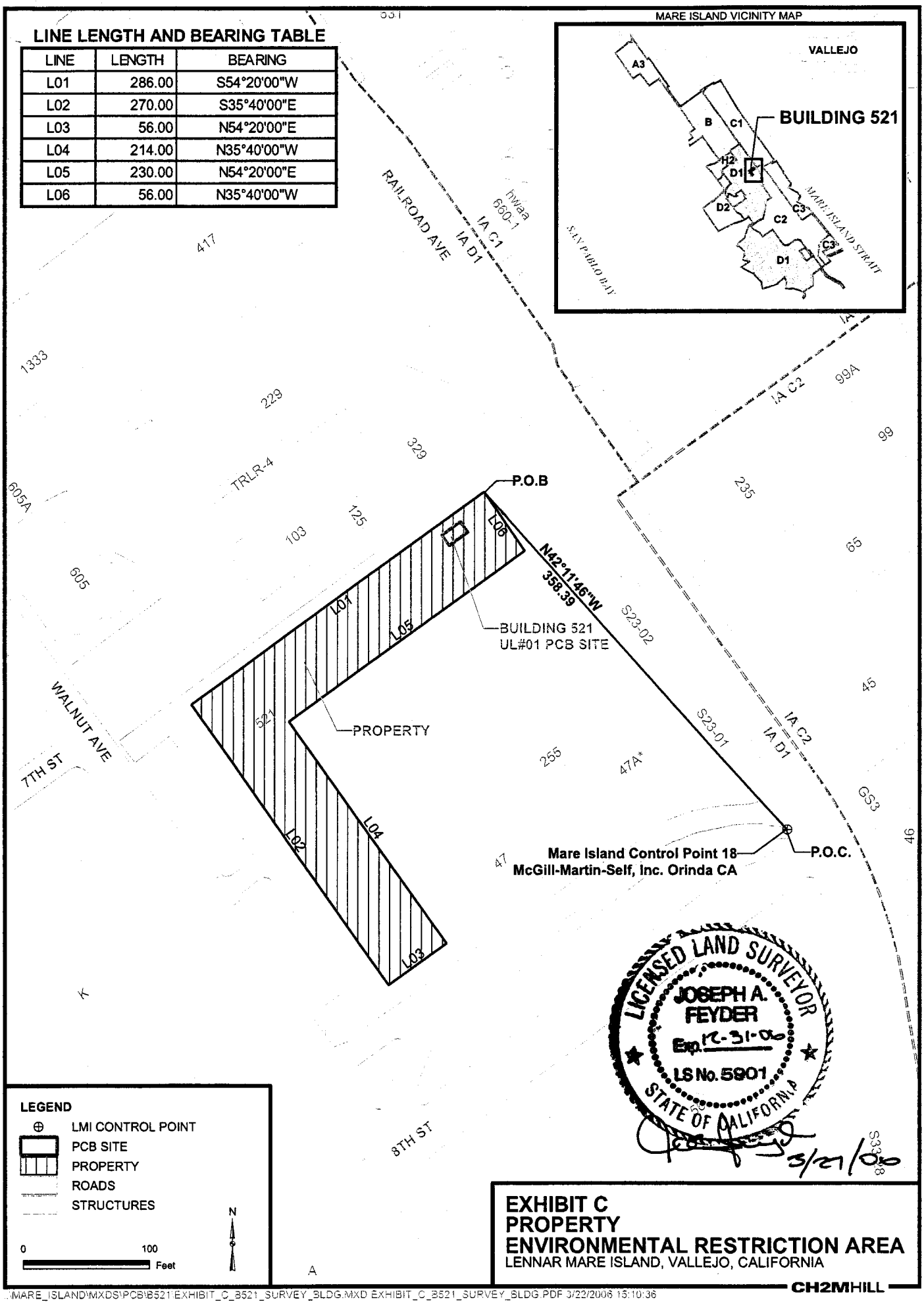


EXHIBIT C
PROPERTY
ENVIRONMENTAL RESTRICTION AREA

LENNAR MARE ISLAND, VALLEJO, CALIFORNIA

CH2MHILL

..\MARE_ISLAND\MXDS\PCB\B521\EXHIBIT_C_B521_SURVEY_BLDG.MXD EXHIBIT_C_B521_SURVEY_BLDG.PDF 3/22/2006 15:10:36

Lennar Mare Island, LLC
A portion of A.P.N. 066-010-001
A portion of Building 521, Environmental Restriction Area

Exhibit D
Legal Description

All that real property situate on the lands commonly known as Mare Island Naval Shipyard, in the City of Vallejo, County of Solano, State of California, described as follows:

Being a portion of the "Primary Eastern Early Transfer Parcel", described as "Parcel No. 1" in the Grant Deed to Lennar Mare Island, LLC, a California limited liability company, which was recorded on March 26, 2002, Series No. 2002-37966, Solano County Official Records, more particularly described as follows:

Commencing at a 2-1/2" aluminum disk monument in concrete, stamped "Mare Island Control Point 18, McGill-Martin-Self Inc. Orinda CA", as shown on that certain Record of Survey filed November 14, 1996, in Book 21 of Surveys at Page 94 of Official Records of Solano County. Having established grid coordinates of North 1,797,842.590 U.S Survey feet and East 6,483,739.254 U.S. Survey feet, referenced to the California Coordinate System of 1983, Zone 2 as given in that particular report entitled, "Summary Report, Horizontal Control Network, Mare Island Naval Shipyard, Vallejo, California, MMS Job #1587, McGill Martin Self, Inc.";

thence, North 42°11'46" West, 358.39 feet to the northerly corner of Building 521;
thence, along the northwesterly face of said Building, South 54°20'00" West, 47.00 feet;
thence, leaving and perpendicular to said northwesterly face, South 35°40'00" East, 8.00 feet to the westerly corner of elevator equipment room inside said building 521:

thence, along the footprint of said elevator equipment room, the following four (4) courses:

1. South 35°40'00" East, 10.00 feet;
2. North 54°20'00" East, 18.00 feet;
3. North 35°40'00" West, 10.00 feet;
4. South 54°20'00" West, 18.00 feet to the POINT OF BEGINNING.

Containing an area of 180 square feet, more or less.

The above-described area is limited to the 3rd floor of said Building 521.

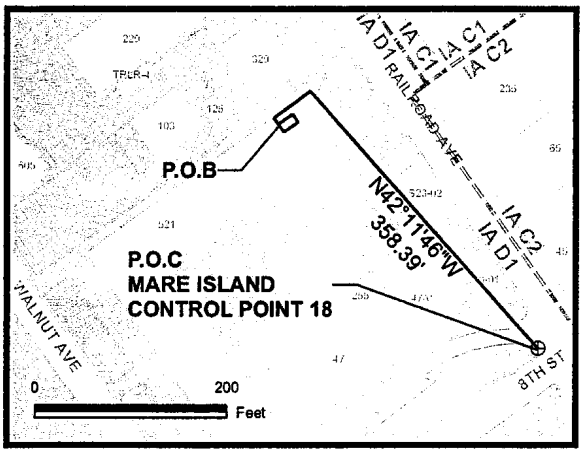
The Basis of Bearing for the above description is the California Coordinate System (1983), Zone 2. Distances shown are grid distances. To obtain ground distances multiply grid distances by 1.00006210.

The real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

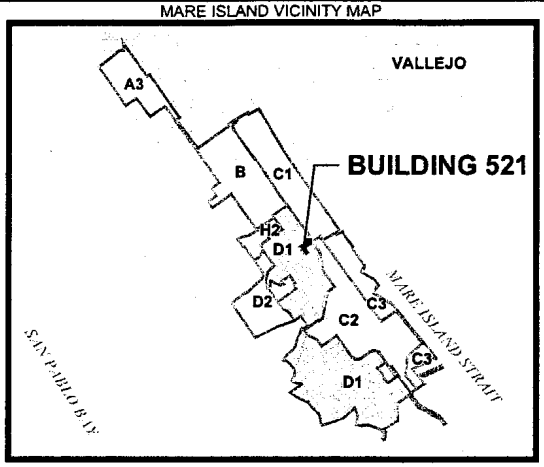
Date: March 27, 2006

LICENSED LAND SURVEYOR
JOSEPH A. FEYDER
Exp. 12-31-06
LS No. 5901
STATE OF CALIFORNIA

3/27/06

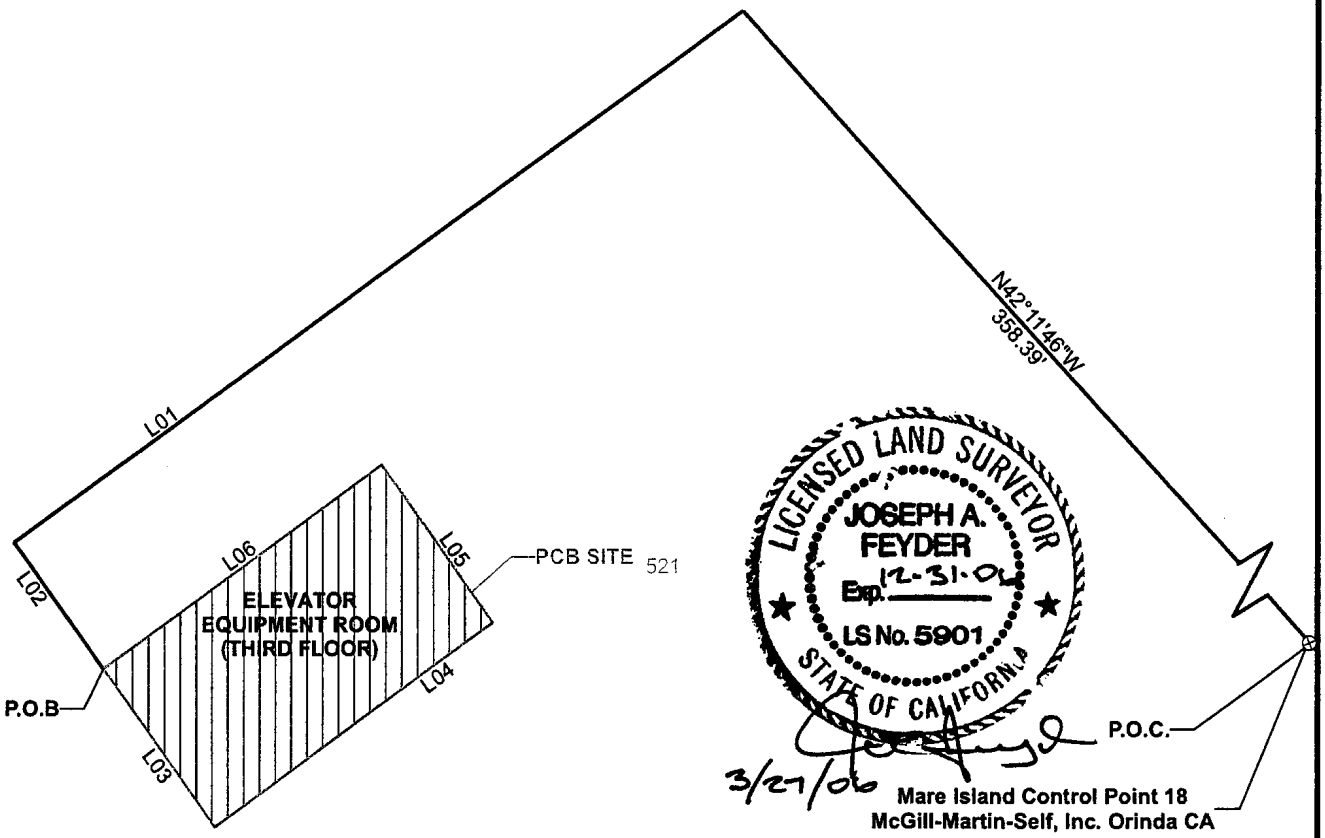


MARE ISLAND VICINITY MAP



LINE LENGTH AND BEARING TABLE

LINE	LENGTH	BEARING
L01	47.00	S54°20'00"W
L02	8.00	S35°40'00"E
L03	10.00	S35°40'00"E
L04	18.00	N54°20'00"E
L05	10.00	N35°40'00"W
L06	18.00	S54°20'00"W



LEGEND

- ⊕ LMI CONTROL POINT
- PCB SITE
- ROADS
- STRUCTURES

0 10 Feet

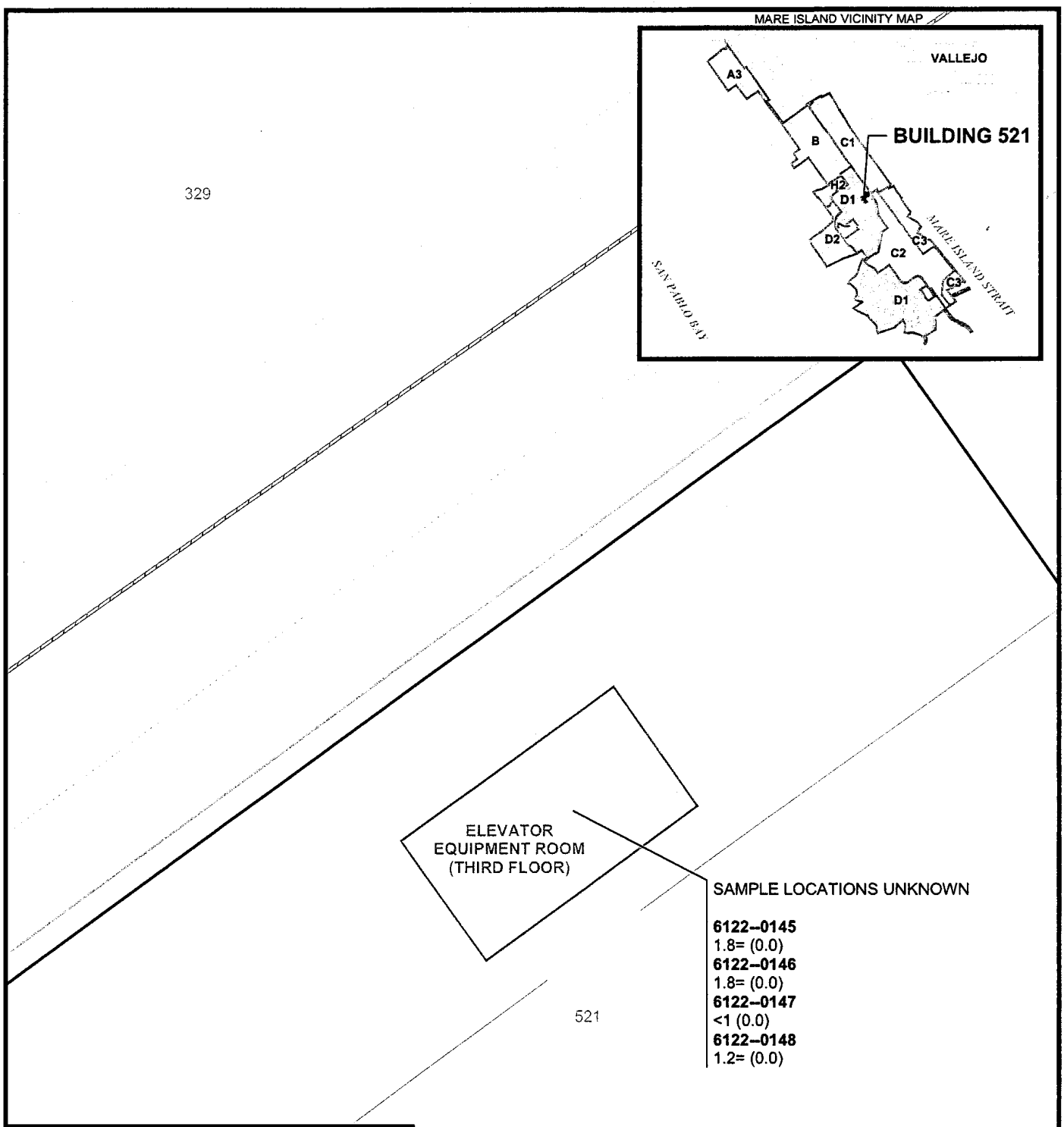
N

EXHIBIT E
PCB SITE
ENVIRONMENTAL RESTRICTION AREA

LENNAR MARE ISLAND, VALLEJO, CALIFORNIA

CH2MHILL

..\MARE_ISLAND\MXDS\PCB\B521\EXHIBIT_E_B521_SURVEY_SITE.MXD EXHIBIT_E_B521_SURVEY_SITE PDF 3/22/2006 15:18:53



LEGEND

- UNDERGROUND ELECTRICAL UTILITY
- FLUSHED FUEL OIL PIPELINES
- FUEL OIL PIPELINES NOT FOUND
- SALTWATER PIPELINES
- STRUCTURES

SAMPLE LOCATION — **IR14VB219**
PCB CONCENTRATION (mg/kg) — 86J (2.8)
SAMPLE BEGINNING DEPTH (ft BGS)

NOTES:
1. "=" = ANALYTE WAS DETECTED

0 10 Feet

N

EXHIBIT F
BUILDING 521 UL#01 PCB SITE
REMAINING PCB CONCENTRATIONS

LENNAR MARE ISLAND, VALLEJO, CALIFORNIA

CH2MHILL

..\MARE_ISLAND\MXDS\PCB\B521\EXHIBIT_F_B521_UL01_PCB.MXD EXHIBIT_F_B521_UL01_PCB.PDF 3/22/2006 15:33:19