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NCP.
(2)

2005-0028508

Recorded
Official Records
County Of
Marin
JOAN C. THAYER
Recorder

08:00AM 20-Apr-2005

REC FEE 97.00
NON-CON 93.00

on
Page 1 of 31

RECORDING REQUESTED BY:
United States of America
Department of the Navy
C/o BRAC Operations Office
1220 Pacific Highway
San Diego, California 92132-5190

WHEN RECORDED, MAIL TO:
Department of Toxic Substances Control
Northern California Region
8800 Cal Center Drive
Sacramento, California 95826
Attention: Anthony J. Landis, P.E., Chief
Office of Military Facilities

San Francisco Bay Regional
Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California 94612
Attention: Loretta K. Barsamian, Executive Officer

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY AND ENVIRONMENTAL RESTRICTION FOR PARCELS 28, 29 AND 30 (aka EXCHANGE TRIANGLE PARCEL 1 – "SALE AREA") AT DEPARTMENT OF DEFENSE HOUSING FACILITY, NOVATO

This Covenant and Agreement ("Covenant") is made by and between the United States of America (the "Covenantor") acting by and through the Department of the Navy ("DON"), the current owner of property situated in the City of Novato, County of Marin, State of California, described in Exhibits "A" attached hereto and incorporated herein by this reference (the "Property"), the State of California acting by and through the Department of Toxic Substances Control (the "Department") and the San Francisco Bay Regional Water Quality Control Board (the "Water Board"). Pursuant to Civil Code section 1471 and California Health and Safety Code ("H&SC") sections 25222.1 and

25355.5, the Department and the Water Board have 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 H&SC section 25260, in the groundwater and the soil, and to protect waters of the state in accordance with California Water Code Division 7. In addition, pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) section 104 (42 USC section 9604), as delegated to the Covenantor by E.O. 12580, ratified by Congress in 10 USC Sec. 2701, et seq., and implemented by the National Oil and Hazardous Substances Pollution Contingency Plan (NCP B 40 CFR Part 300) and implementing guidance and policies, the Covenantor has also determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as the result of the presence on the land of hazardous substances, pollutants and contaminants as defined in CERCLA section 101 (42 USC section 9601).

The Covenantor, the Department and the Water Board, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

The Covenantor retains sufficient legal title and interest in the subject property to insure continuing enforcement of the protective covenants and agreements contained within this Covenant to Restrict the Use of Property. Further, in any subsequent transfers or conveyance of title to nonfederal entities the DON shall burden the Property with additional deed covenants that insure that any subsequent deed or transfer contains the protective covenants and right of access and power to conduct monitoring of wastes retained on site. Those covenants and agreements shall be enforceable against the

servient estate in that those protective covenants shall run with the land to all successors and assigns.

ARTICLE I

STATEMENT OF FACTS

1.01 The Property, totaling approximately 2.7 acres, is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located at the corner of Main Gate Road and C Street on the former Department of Defense Housing Facility ("DODHF"), City of Novato, County of Marin, State of California.

1.02 The Property is affected by petroleum contamination in soil and groundwater. Petroleum hydrocarbon contamination is present in the soil of all parcels of the Property. Petroleum hydrocarbon and metals-impacted soil is present in the soil under a portion of Building 970 (as depicted in Exhibit "B"). Benzene and Ethylbenzene are each present in groundwater underlying most of the Property and methyl tertiary butyl ether ("MTBE") is present in groundwater underlying all parcels of the Property.[1]

1.03 Subsurface features beneath Building 970 were removed which included three hydraulic lifts, two oil/water separator systems, associated lines, floor drains, and four buried drums (acting as subsurface storage tanks) with associated piping. Overexcavation activities were conducted in accessible areas until contaminant concentrations were below the screening criteria summarized in Exhibit "D". To protect

[1] Figures 3 and 4 of the Finding of Suitability of Transfer (FOST), Exhibit "C", show the extent of the MTBE and benzene groundwater plumes, respectively.

the structural integrity of Building 970, excavation activities were not conducted underneath the building footers or internal walls. Approximately 120 cubic yards of petroleum hydrocarbon contamination is still present in these areas. Beneath Building 970, the following contaminants exceeded the screening criteria for the Building 970 area (the maximum concentration is shown in parenthesis): Total Petroleum Hydrocarbons – Gasoline ("TPH-G") (260 mg/kg), Total Petroleum Hydrocarbons – Diesel ("TPH-D") (8,000 mg/kg), lead (850 mg/kg), and total oil and grease (6,300 mg/kg).

The Water Board and the Department concurred that remedial action objectives for soil have been met at the Property and that no further corrective action for soils is required other than the implementation and enforcement of the institutional controls outlined in the Final Corrective Action Plan of March 2002.

In August 2000, the Water Board issued Order No. 00-064, which identified requirements for a portion of DODHF Novato, including the Property. Pursuant to Order No. 00-064 the DON conducted a Remedial Investigation at the Property. In 2001 the Final Revised Risk Assessment identified Benzene, Toluene, Ethylbenzene, Xylene (BTEX) and Methyl Tertiary Butyl Ether (MTBE) as contaminants of concern for groundwater at the Property. It also looked at the following constituents of concern for soils at the Property: TPH-G and various gasoline-derived volatile compounds including: BTEX, MTBE, isopropylbenzene (cumene), naphthalene, n-propylbenzene, 1,2,4-trimethylbenzene (TMB), 1,3,5-TMB, and 4-isopropyltoluene. DON then submitted a Final Corrective Action Plan (CAP) in March 2002. The CAP selected a remedy that reduces the time to meet the MTBE final cleanup level at the site (maximum contaminant level) while assisting with additional cleanup of other contaminants of concern in the

petroleum plume in accordance with the Water Board Order. Biosparging with monitored natural attenuation ("MNA") and institutional controls was selected as the corrective action alternative that would most efficiently and effectively achieve the final cleanup goal established to restore the groundwater resources at the Site to their potentially most stringent domestic beneficial use.

The biosparging system began operation in August of 2002. It is expected to operate for 1.5 years, after which MNA will officially commence. During the MNA phase, results of regular groundwater monitoring will be presented semi-annually or as mutually agreed to by the DON, the Water Board, and the Department or their respective successors in interest.

1.04 The DON evaluated the human health impacts of the soil and groundwater contamination in both a 1999 Tier 3 Risk-Based Corrective Action (RBCA) assessment and a June 2001 "Final Revised Risk Assessment" as a supplement to the Tier 3 RBCA assessment. Based on the Final Revised Risk Assessment, the Department and the Covenantor have concluded that use of the Property for commercial and/or industrial uses does not pose an unacceptable cancer risk, or non-cancer hazard to the users or occupants of the Property.[2] The Department, Water Board, and the Covenantor have further concluded that the Property, as being remediated, and operated or occupied subject to the restrictions of this Covenant, does not present an unacceptable threat to human health or safety or the environment.

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[2] The 1999 Tier 3 Risk-Based Corrective Action (RBCA) assessment and June 2001 "Final Revised Risk Assessment" can be found at the document depository located at Southwest Division, Naval Facilities Engineering Command (SWDIV) 1220 Pacific Highway, San Diego, California, 92132-5190. It is also currently located at the South Novato Public Library, 476 Ignacio Blvd., Novato, California, 94949.

The Final Revised Risk Assessment, as amended on September 11, 2003, evaluated the Property, which includes Building 970, the former NEX gas station at the DODHF. Based on the planned reuse of the property, the Property was evaluated for a commercial/industrial scenario, a nonresidential standard. This Risk Assessment determined that for occupational exposures, the hazard index was below a level that would necessitate further remediation with the restrictions imposed by this covenant in place.[3] Additionally, the risk assessment evaluated the potential risk to an excavation worker in the former gas station area (Former UST Site 957/970). The results of the assessment suggest that excavation workers should take precautionary measures (e.g., proper personal protective equipment) when working at the site.[4] Restrictions to ensure that appropriate health and safety measures are taken are included in Article IV of this Covenant.

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[3] Total cancer risk estimated to the occupational receptor in the Property was 3.23×10^{-6} and 1.06×10^{-5} based on the federal and Cal/EPA unit risk factors for benzene, respectively. This value falls within the risk range (1×10^{-4} to 1×10^{-6}) that warrants a site-specific risk management decision about the suitability of the property for its intended future reuse. The total hazard or hazard index (total non-cancer risk) in the Property was below 1.0 for the occupational receptor. After completion of the Risk Assessment and prior to finalizing the Finding of Suitability for Transfer, the U.S. EPA Region IX listed ethylbenzene as a carcinogen on its Preliminary Remediation Goal table. As a result, the Department required a recalculation of the cancer risk numbers to include the cancer risk associated with the ethylbenzene contaminant. After recalculation, the Department has determined that if the restrictions in this covenant are adequately implemented, the total cancer risk estimates in the Property remain health protective and future remediation activities are not necessary to protect the health of future occupational receptors. The August 5, 2003 internal DTSC memo to T. McGarry from M. Wade and P. Wong-Yim regarding the calculation and evaluation of the ethylbenzene risk is on file in the administrative file for this site at the Department and has been incorporated into the document depository found at SWDIV.

[4] Estimates of total cancer risk for the excavation worker are $5.76 \times 10^{-6}$and 2.08×10^{-5} for the Property, based on the federal and Cal/EPA unit risk factors for benzene, respectively. In an internal DTSC memo to T. McGarry from M. Wade and P. Wong-Yim dated September 15, 2003, DTSC calculated very similar risk values to those presented in the Risk Assessment Report as amended on September 11, 2003. The hazard index for the excavation worker in the Property is 1,130. These risks suggest that excavation workers should take precautionary measures (e.g., proper personal protective equipment) when working at the site.

1.05 The DON prepared a Finding of Suitability to Transfer, executed on August 11, 2003, which can be found at the document depository located at Southwest Division, Naval Facilities Engineering Command, 1220 Pacific Highway, San Diego, California, 92132-5190. The document depository also has relevant regulatory correspondence related to the Property.

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's successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

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

2.04 Covenantor. "Covenantor" shall mean the United States of America.

2.05 Water Board. "Water Board" shall mean the San Francisco Bay Regional Water Quality Control Board and includes its successor agencies, if any.

ARTICLE III

GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions, described in Article IV, are consistent with the separate restrictions placed in the deed by and in favor of the Covenantor, conveying the Property from the Convenantor to its successor in interest described above. Each and every Restriction: (a) runs with the land in perpetuity pursuant to H&SC sections 25222.1, 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) shall apply to and bind all subsequent Occupants of the Property; (d) is for the benefit of, and is enforceable by the Department and the Water Board; and (e) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners and Occupants. Pursuant to H&SC sections 25222.1 and 25355.5, this Covenant binds all Owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees, as well as any Occupants and their agents. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department and the Water Board.

3.03 Written Notification of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice to the subsequent

transferee that a release of hazardous substances has come to be located on or beneath the Property, pursuant to H&SC section 25359.7. Such written notice shall include a copy of this Covenant.

3.04 Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05 Conveyance of Property. The Owner shall provide notice to the Department and Water Board 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 and the Water Board shall not, by reason of this Covenant alone, have authority to approve, disapprove, or otherwise affect a conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE IV

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 residential human habitation.

(b) A hospital for humans.

(c) A school for persons under 21 years of age.

(d) A day care center for children.

4.02 Soil and Groundwater Management.

(a) The Owner or Occupant shall not:

(i) Dewater excavations unless conducted in accordance with a DON, Department, and Water Board approved workplan.

(ii) Disturb or use existing groundwater wells without the prior approval of the DON, Department, and Water Board.

(iii) Install groundwater production wells for residential, municipal, agricultural, or industrial use without the written approval of the DON, Department, and Water Board.

(iv) Conduct actions which could affect the gasoline constituent groundwater plumes (e.g., construction or creation of groundwater recharge areas, surface impoundments, or disposal trenches), unless conducted in accordance with a DON, Department, and Water Board approved workplan.

(b) The Owner or Occupant will not conduct activities which will disturb the soil at or below 5 feet below the current ground surface (e.g., excavation, grading, removal, trenching, filling, earth movement, or mining), without a DON, Department, and Water Board approved soil management plan and a health and safety plan. The Owner or Occupant shall submit written notification and request approval of the aforementioned plans no later than thirty days prior to the date on which the Owner or Occupant desires to commence the proposed restricted activity.

(c) The Owner or Occupant will not conduct activities which will disturb the soil at or below 3 feet below the current ground surface in the area of known residual contamination beneath the foundation of Building 970 (Exhibit "B"), without a DON, Department, and Water Board approved soil management plan and a health and safety plan. The Owner or Occupant shall submit written notification and request approval of the aforementioned plans no later than thirty days prior to the date on which the Owner or Occupant desires to commence the proposed restricted activity.

(d) The Owner or Occupant shall remove and dispose of contaminated soil or groundwater in accordance with all applicable federal, state, and local regulations governing removal, transport, and disposal of hazardous substances and hazardous waste.

4.03 Ongoing Corrective Actions. Construction and/or operations on the Property shall not interfere with ongoing corrective actions being conducted by or for the United States or any federal, state, or local regulatory agency.

4.04 Access. The Covenator, the Department and the Water Board shall have the right, upon reasonable notice to the Owner or Occupant, to enter and inspect the Property to ensure the viability of the selected land use controls or to perform ongoing corrective actions. The ongoing corrective actions include sampling and maintenance of subsurface groundwater wells and soil-gas probes as described in the CAP.

ARTICLE V

ENFORCEMENT

5.01 Enforcement. Failure of the Owner or Occupant to comply with any of the Restrictions specifically applicable to the Property shall be grounds for the Department and/or the Water Board to require that the Owner modify or remove any improvements ("Improvements" herein shall include but is not limited to all buildings, roads, driveways, utilities, wells and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant by the Owner or Occupant may result in the imposition of civil and/or criminal remedies including nuisance or abatement against the Owner or Occupant as provided by law. The State of California shall have all remedies as provided for in California Civil Code section 815.7 as that enactment may be from time to time amended.

ARTICLE VI

VARIANCE, TERMINATION AND RELEASE

6.01 Variance. The Owner, or with the Owner's consent, any Occupant, or any aggrieved person may apply to the Department and the Water Board for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233. The Department and/or water Board will grant the variance only after finding that such a variance would be protective of human health, safety and the environment.

6.02 Termination. The Owner, or with the Owner's consent, any Occupant, or any aggrieved person may apply to the Department and Water Board 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. No termination or other terms of this Covenant shall extinguish or modify the retained interest held by the United States.

ARTICLE VII

MISCELLANEOUS

7.01 No Dedication 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.

7.02 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Marin within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03 Notices.

(a) The Owner shall notify the Water Board of each of the following: (1) The type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Property pursuant to the requirements of the Water Board, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the Water Board shall be

made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs.

(b) 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:

To Covenantor:	Commanding Officer Southwest Division Engineering Field Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92132-5190
With a copy to:	Navy BRAC Operations Office Attention: BCM Novato Southwest Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92132-5190
To:	City of Novato 900 Sherman Avenue Novato, California 94945
To Department:	Department of Toxic Substances Control Northern California Branch Office of Military Facilities 8800 Cal Center Drive Sacramento, California 95826
To Water Board:	San Francisco Bay Regional Water Quality Control Board 1515 Clay Street, Suite 1400 Oakland, California 94612 Attention: Executive Officer

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.

7.04 Partial Invalidity. If any portion of the Restrictions or 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 herein.

7.05 Statutory References. All statutory references include successor provisions.

7.06 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

7.07 Construction. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the Parties execute this Covenant.

UNITED STATES OF AMERICA,
Acting by and through the
Department of the Navy

By: _____ Date: 4/18/05
WILLIAM R. CARSILLO
Real Estate Contracting Officer

STATE OF CALIFORNIA,
Acting by and through the
California Environmental Protection Agency,
Department of Toxic Substances Control

By: _____ Date: _____
ANTHONY J. LANDIS, Chief
Northern California Branch
Office of Military Facilities

Acting by and through the
Regional Water Quality Control Board

By: Loretta K. Barsamian Date: 9.18.03
LORETTA K. BARSAMIAN, Executive Officer
San Francisco Bay Region

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On this 18 day of SEPTEMBER, in the year 2003,

before me HOWARD LEONG, personally appeared

LORETTA K BARSAHIAN, 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.

Signature

HOWARD LEONG
COMM. # 1362761
NOTARY PUBLIC – CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires JUN 28, 2006

IN WITNESS WHEREOF, the Parties execute this Covenant.

UNITED STATES OF AMERICA,
Acting by and through the
Department of the Navy

By: _____ Date: _____
WILLIAM R. CARSILLO
Real Estate Contracting Officer

STATE OF CALIFORNIA,
Acting by and through the
California Environmental Protection Agency,
Department of Toxic Substances Control

By: Anthony J. Landis Date: 9-16-03
ANTHONY J. LANDIS, Chief
Northern California Branch
Office of Military Facilities

Acting by and through the
Regional Water Quality Control Board

By: _____ Date: _____
LORETTA K. BARSAMIAN, Executive Officer
San Francisco Bay Region

STATE OF CALIFORNIA)
)
COUNTY OF Sacramento)

On this 16th day of September, in the year 2003, before me Kathleen 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.

Signature Kathleen Duncan

KATHLEEN DUNCAN
Commission # 1324587
Notary Public - California
Sacramento County
My Comm. Expires Oct 26, 2005

STATE OF CALIFORNIA)
)
COUNTY OF Marin)

On this 18th day of April, in the year 2005, before me A. Cardy, personally appeared William R. Carsillo, 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.

A. CARDY
Comm. # 1443905
NOTARY PUBLIC - CALIFORNIA
MARIN COUNTY
My Comm. Expires Oct 6, 2007

Signature A. Cardy

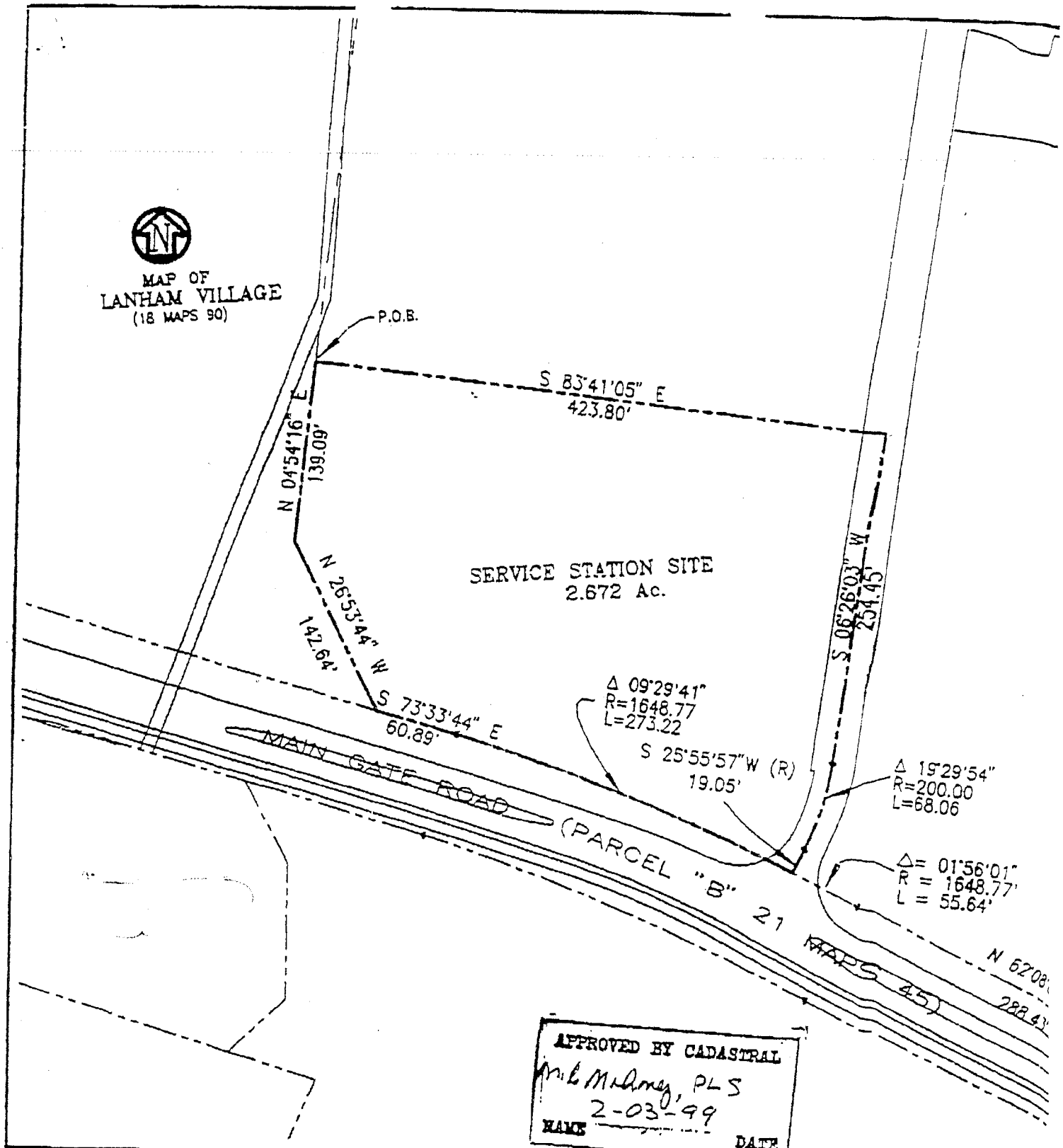
EXHIBIT A

DESCRIPTION

ESCROW NO. 316342B PB

ALL THAT CERTAIN real property situate in the City of Novato, County of Marin, State of California, described as follows:

Beginning at a point on the Easterly line of Parcel 'E', as shown on that certain Map entitled, "Map of Lanham Village", filed for record July 19, 1983 in Volume 18 of Maps, at Page 90, Marin County Records; said point being North 04° 54' 16" East 139.09 feet from the Southerly terminus of the line described as "North 04° 54' 16" East 462.75 feet" on said map; thence leaving said Easterly line of Parcel 'E', South 83° 41' 05" East 423.80 feet; thence South 06° 26' 03" West 254.45 feet; thence along a curve to the right, tangent to the preceding course, having a radius of 200.00 feet, through a central angle of 19° 29' 54", an arc length of 68.06 feet; thence South 25° 55' 57' West 19.05 feet to the Northeasterly line of Main Gate Road, as shown on the Map of Hamilton Field, filed December 18, 1995 in Volume 21 of Maps, at Page 45, Marin County Records; thence along said Northeasterly line of Main Gate Road in a Westerly direction along a curve to the left, whose radius point bears South 25° 55' 57" West, 1,648.77 feet, through a central angle of 09° 29' 41", an arc length of 273.23 feet; thence North 73° 33' 44" West 60.89 feet, to the Easterly line of said Parcel 'E'; thence leaving said Northeasterly line of Main Gate Road, and along the previously identified Easterly line of Parcel 'E' (18 Maps 90), North 26° 53' 44" West 142.64 feet; thence continuing along said Easterly line of Parcel 'E', North 04° 54' 16" East 139.09 feet to the Point of Beginning.



CSW
[St]²
CSW/STUBER-STROEH
ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
790 DeLong Ave., Novato, CA. 94945-3246
(415) 892-4763 FAX (415) 892-4502
© 1998

SCALE 1"=100'
11/19/98

JOB# 4100500

HAMILTON FIELD
SERVICE STATION SITE

NOVATO MARIN CALIFORN

4100500/SERVI

EXHIBIT B

Date: August 20, 2003
File: 5.1021.04

DESCRIPTION
HAMILTON FIELD
A PORTION OF BUILDING 970
INCLUDING 3 FOOT BUFFER ZONE

1. COMMENCING at a point on the easterly line of Parcel "E", as shown on the Map of Lanham Village, recorded July 19, 1983 in Volume 18 of Maps at Page 90, Marin County Records, said point being the southerly terminus of the line described as "North 04°54'16" East, 462.75 feet" on said map;

2. Thence leaving said easterly line of Parcel "E" North 77°01'11" East, 219.02 feet to a magnetic nail and tag LS 3303, said point being the True Point of Beginning of this description.

3. Thence South 83°38'27" East, 36.21 feet;

4. Thence South 06°21'33" West, 87.94 feet;

5. Thence North 83°38'27" West, 36.21 feet;

6. Thence North 06°21'33" East, 87.94 feet to the True Point of Beginning.

Containing 3,184 square feet more or less.

The basis of bearing for this description is taken from the "Map of Hamilton Field" filed in Book 21 of Maps, Page 45, Marin County Records.

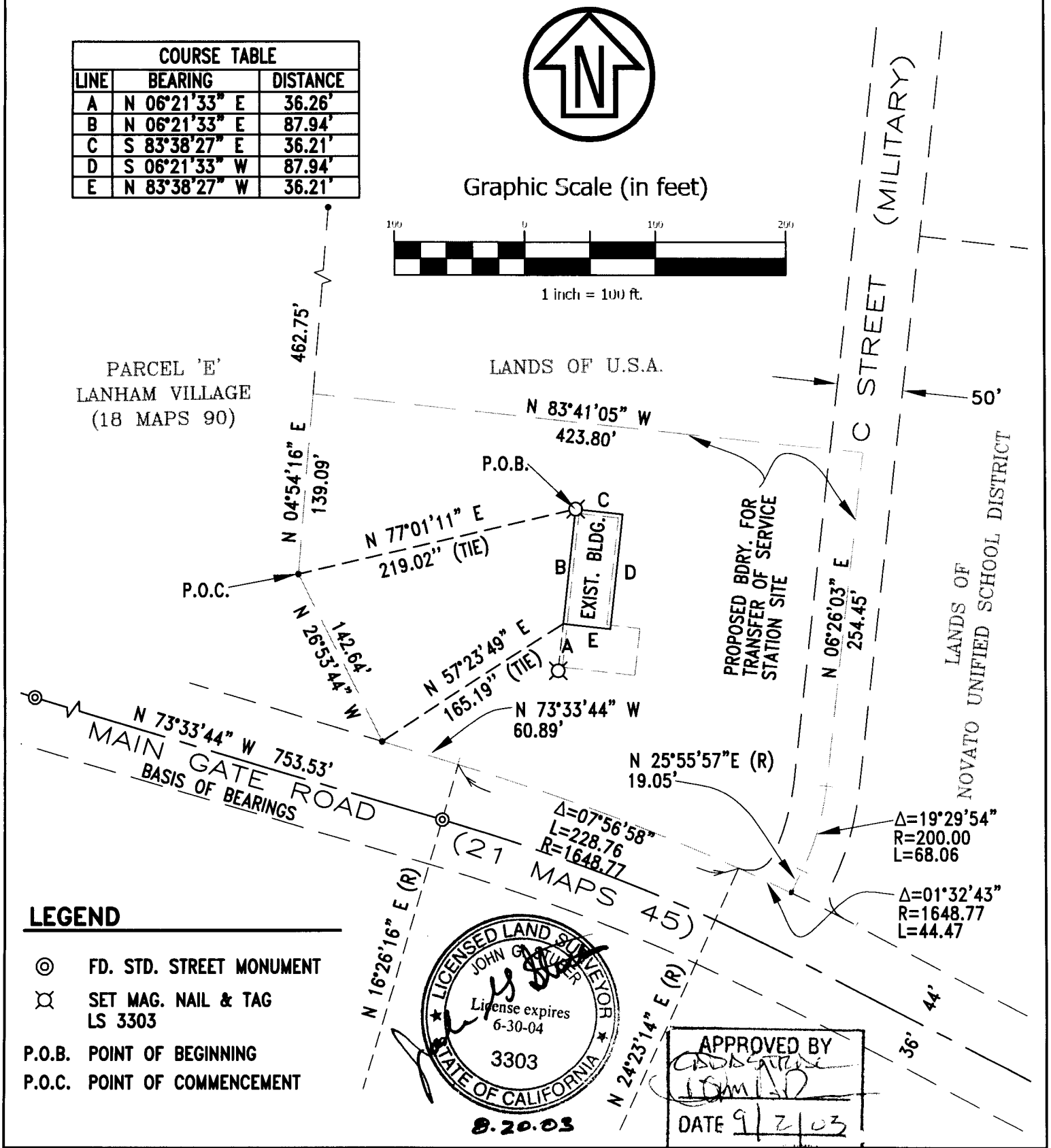
LICENSED LAND SURVEYOR
JOHN G. STUBBS
License expires
6-30-04
3303
STATE OF CALIFORNIA

8.20.03

APPROVED BY
CADASTRAL
DATE 9/2/03

5\Desc\Bld 970_DescB1

COURSE TABLE		
LINE	BEARING	DISTANCE
A	N 06°21'33" E	36.26'
B	N 06°21'33" E	87.94'
C	S 83°38'27" E	36.21'
D	S 06°21'33" W	87.94'
E	N 83°38'27" W	36.21'



LEGEND

- ◎ FD. STD. STREET MONUMENT
- ⌘ SET MAG. NAIL & TAG LS 3303
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

CSW [St]²
CSW/STUBER-STROEH ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
790 DeLong Ave., Novato, CA. 94945-3246
(415) 892-4763 FAX (415) 892-4502

© 2003

REV.

08/20/03
SCALE: 1"=100'

HAMILTON FIELD
PORTION OF BUILDING 970 INCLUDING 3' BUFFER ZONE

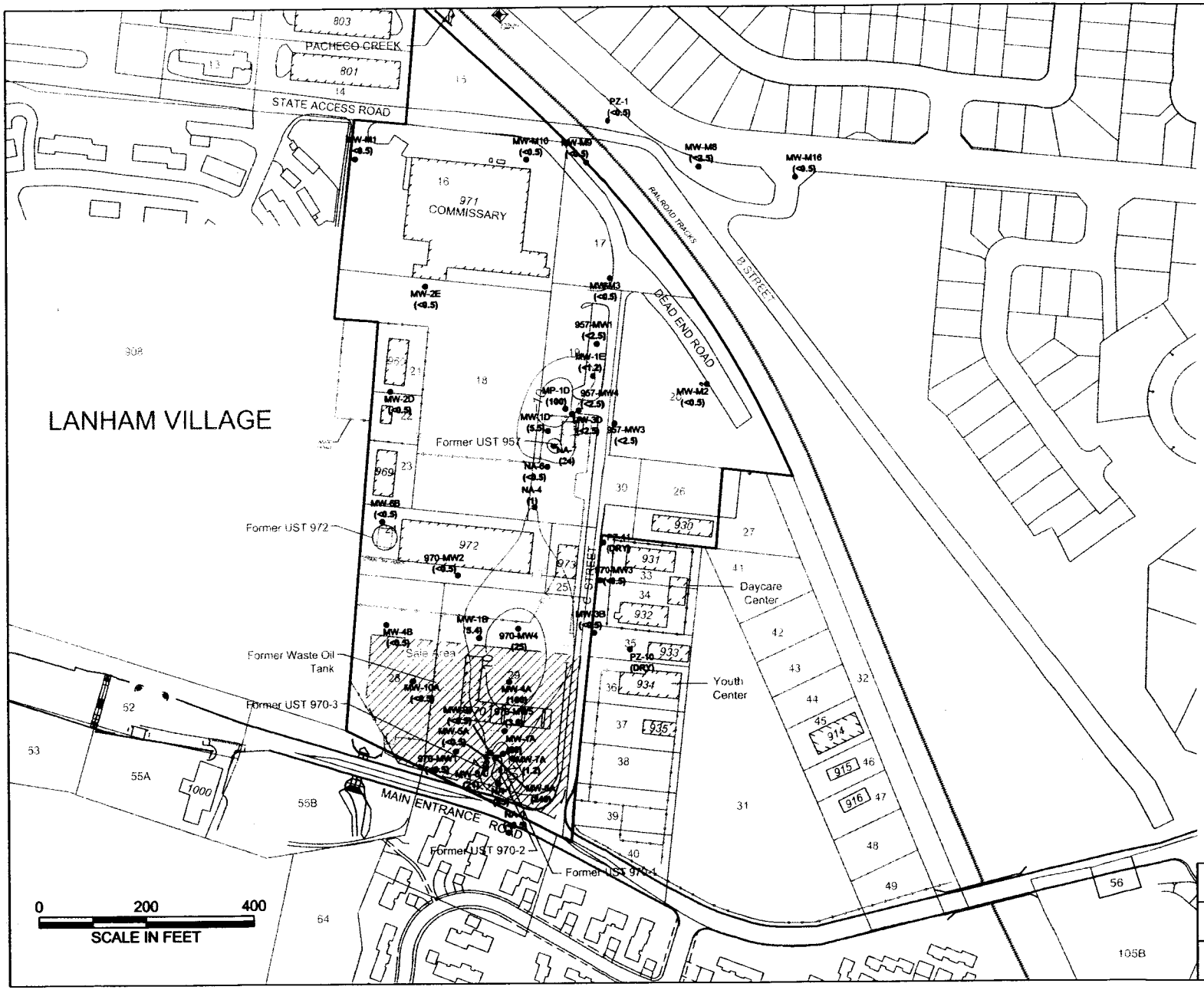
NOVATO MARIN COUNTY CALIFORNIA

JOB# 5102104

A

EXHIBIT C

MAPS CAN VIEWED AT THE
OFFICES OF THE UNITED STATES
OF AMERICA DEPARTMENT OF THE NAVY,
BRAC OPERATIONS OFFICE
1220 PACIFIC HIGHWAY
SAN DIEGO, CA. 92132-5190



EXPLANATION

29 PARCEL NU

PARCEL BO

PARCELS I (THE "PRO

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EXHIBIT D

Screening Criteria For Building 970 Area

Compound	Concentration (mg/kg)	Reference
Benzene	1.3	U.S. EPA Region 9 Industrial PRG[1]
Toluene	520	U.S. EPA Region 9 Industrial PRG[1]
Ethylbenzene	20	U.S. EPA Region 9 Industrial PRG[1]
Xylenes	420	U.S. EPA Region 9 Industrial PRG[1]
MTBE	36	Cal-modified PRG
Naphthalene	190	U.S. EPA Region 9 Industrial PRG[1]
Phenanthrene	100,000	U.S. EPA Region 9 Industrial PRG[1]
Fluoranthene	22,000	U.S. EPA Region 9 Industrial PRG[1]
Pyrene	29,000	U.S. EPA Region 9 Industrial PRG[1]
2-Methylnaphthalene	520	U.S. EPA Region 9 Industrial PRG[1]
Total chromium	450	U.S. EPA Region 9 Industrial PRG[1]
Lead	750	U.S. EPA Region 9 Industrial PRG[1]
Nickel	20,000	U.S. EPA Region 9 Industrial PRG[1]
Zinc	100,000	U.S. EPA Region 9 Industrial PRG[1]
TPH-G	100	*California LUFT Guidance*[2]
TPH-D	1,000	*California LUFT Guidance*[2]
TPH-O	1,000	*California LUFT Guidance*[2]
Total Oil and Grease	1,000	*California LUFT Guidance*[2]

Notes:

[1]United States Environmental Protection Agency. 2002. Region 9 Preliminary Remediation Goals (PRGs) Table. Available from http://www.epa.gov/region09/waste/sfund/prg/files/02table.pdf.

[2]California State Water Resources Control Board. 1989. *Leaking Underground Fuel Tank Field Manual: Guidelines for Site Assessment, Cleanup, and Underground Storage Tank Closure*. Issued by the Leaking Underground Fuel Tank Task Force. October.