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2011-0059629

Recorded	REC FEE	0.00
Official Records		
County of Marin		
RICHARD N. BENSON		
Assessor-Recorder		
County Clerk		
10:38AM 18-Nov-2011	a	Page 1 of 29

RECORDING REQUESTED BY:
 United States of America
 Department of the Navy
 C/o BRAC Program Management Office
 West
 1455 Frazee Road, Suite 900
 San Diego, California 92108-4310

WHEN RECORDED, MAIL TO:
~~Department of Toxic Substances Control
 Northern California Schools Unit
 Brownfields and Environmental
 Restoration Program
 8800 Cal Center Drive
 Sacramento, California 95826-3200
 Attention: Branch Chief~~

~~California Regional
 Water Quality Control Board
 San Francisco Bay Region
 1515 Clay Street, Suite 1400
 Oakland, California 94612
 Attention: Executive Officer~~

United States of America
 Department of the Navy
 C/o BRAC Program Management Office
 West
 1455 Frazee Road, Suite 900
 San Diego, California 92108-4310

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**COVENANT TO RESTRICT USE OF PROPERTY
 AND ENVIRONMENTAL RESTRICTION
 FOR PARCELS 16, 18, 19, 21, 22, 23, 24, 25, and PORTIONS OF PARCELS 17, 28,
 29 AND 30
 (aka "EXCHANGE TRIANGLE PARCEL 1A")
 AT DEPARTMENT OF DEFENSE HOUSING FACILITY, NOVATO**

This Covenant and Agreement ("Covenant") is made by and among the United States of America acting by and through the Department of the Navy (the "Covenantor" or "DON"), the current owner of certain property situated in the City of Novato, County of Marin, State of California, described and depicted in Exhibits "A" and "B", respectively, 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") Section 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.

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.

ARTICLE I

STATEMENT OF FACTS

1.01 The Property, totaling approximately 9.20 acres, is located south of State Access Road beginning at the point of intersection of State Access Road and C Street on a portion of the former Department of Defense Housing Facility ("DODHF"), City of Novato, County of Marin, State of California. By this Covenant, the Property is restricted for groundwater use; a portion of the Property, designated the Former UST 957, is restricted for digging in soil; and a third portion of the Property, the Building 965 Area, is restricted from residential use.

The Property has been identified for transfer to the Novato Unified School District for proposed school use which may involve State funding for acquisition or construction of the school site. Therefore, Novato School District or any Owner or Occupant intending to use the Property for school purposes will be required to obtain final approval from the Department's School Property and Evaluation Program Division, in accordance with the environmental review process in the California Education Code, Section 17210 et seq.

1.02 The DON prepared the Phase IV-D Exchange Triangle Parcel 2 West Finding of Suitability to Transfer ("FOST"), executed on August 30, 2004; a First Amendment to the FOST, dated October 29, 2004; a Second Amendment to the FOST, dated May 9, 2005; and a Third Amendment to the FOST dated June 21, 2011. Additional environmental documents and relevant regulatory correspondence related to the Property can be obtained by contacting BRAC PMO West, 1455 Frazee Road, Suite 900, San Diego, California, 92108-4310, Attention: Base Closure Manager (BCM) Novato.

1.03 Groundwater Contamination: In August 2000, the Water Board issued Order No. R2-2000-0064 ("Order"), which identified requirements for investigation and remediation of a portion of DODHF, including the Property. The Order addresses

groundwater contamination originating from former leaking underground storage tanks. One of these underground storage tanks was located on the Property, and two of the tanks are located south of the Property. Pursuant to the Order, DON conducted a Remedial Investigation ("RI", dated January 31, 2001), a Final Revised Risk Assessment (dated June 21, 2001 and amended September 4 and 11, 2003), and a Final Human Health Risk Assessment Update (dated August 31, 2006). Pursuant to Task 6 of the Order, the DON issued a Corrective Action Plan in March 2002, which includes institutional controls to restrict use of the groundwater. This Covenant implements that restriction. Groundwater will continue to be monitored by the DON in compliance with the Order.

The RI identified contaminated groundwater underlying the Property (Groundwater Plume). The aerial extent of the Plume is shown in the FOST. The Contaminant of Concern ("COC") in the Groundwater Plume is methyl tertiary butyl ether ("MTBE"). The estimated minimum depth to groundwater beneath the Property is approximately 9 to 13 feet below ground surface. The maximum concentration of MTBE in groundwater beneath the Property was 230 micrograms/liter (" $\mu\text{g/L}$ ") during the last round of sampling in November 2010. The maximum contaminant level ("MCL") for MTBE is 13 $\mu\text{g/L}$. At this point in the remediation, the Corrective Action Plan requires only monitored natural attenuation to reach the MCL. Monitoring wells exist on the Property. The locations of the monitoring wells are located on or adjacent to the Property and are shown in Exhibit "C."

1.04 Soil Contamination. Soil contamination exists on a portion of the Property as a result of a leaking underground tank formerly located on the Property (see Exhibits "D" and "E"). Based upon the 2001 Final Remedial Investigation, naphthalene, and other contaminants, from petroleum hydrocarbon contamination in soil is present beneath the Former UST 957 at depths greater than 5 feet below the ground surface. The highest concentration of naphthalene detected in soil (3.7 mg/kg) was slightly above the current *Cal Modified* U.S. EPA Region 9 Residential Preliminary Remediation Goal (PRG) of 1.7 mg/kg for naphthalene in soil. Therefore this area of the Property requires a soil management plan, as detailed in Article IV of this Covenant.

In addition, low levels of the following gasoline constituents were also identified below 5 feet in the soil in the Former UST 957: 1,2,4-TMB, 1,3,5-TMB, *n*-Propylbenzene, *sec*-Butylbenzene, and benzene. Even though none of these constituents exceeds its respective U.S. EPA Region 9 Residential PRG for soil, it is important to note the existence for appropriate management of soils if excavated.

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 based on the results of the 2001 Final Remedial Investigation other than the implementation and enforcement of the institutional controls outlined in this Covenant and required by the Final Corrective Action Plan of March 2002.

1.05 Soil Gas Contamination. Soil gas contamination on the Building 965 Area results from historical Navy Public Works activities at a suspected wash pad area south of

Building 965 (see Exhibits "F" and "G"). The DON conducted a removal action which consisted of soil excavation and pavement removal in the vicinity of the former wash pad. As of July 2010, vinyl chloride, benzene and TCE were present in soil gas at maximum concentrations of 670 $\mu\text{g}/\text{m}^3$, 220 $\mu\text{g}/\text{m}^3$ and 920 $\mu\text{g}/\text{m}^3$, respectively. Historic sampling indicates decreasing trends; however, the concentrations remain above the risk-based screening levels for residential use warranting the use restrictions stated within this Covenant. DTSC approved the Removal Action Completion Report on April 28, 2011.

1.06 Risk Assessments. The DON evaluated the human health impacts of the soil and groundwater contamination at the Property in both a 1999 Tier 3 Risk-Based Corrective Action (RBCA) assessment and a 2001 Final Revised Risk Assessment (dated June 21, 2001 and amended September 4, 2003). The exposure pathways include inhalation to both volatilized indoor air and outdoor air from soil and groundwater and from direct contact with soil and exposure scenarios include construction (excavation) worker and resident.

The hazard index for the excavation worker is 52, based on potential exposure to the COCs described in soil. In other words, the excavation worker has an increased chance of developing a non-cancerous adverse health effect(s) when conducting operations in the impacted soil area. Restrictions to ensure that appropriate health and safety measures are taken are in Article IV of this Covenant.

In March 2011, DON issued a Final Human Health Risk Assessment to evaluate new information regarding soil gas contaminants in the Building 965 area. The exposure pathways include ingestion, dermal contact, inhalation of both volatilized indoor and outdoor air from soil and groundwater and inhalation of indoor air from soil gas and exposure scenarios include construction (excavation) worker, resident, and school staff/students. Based on these results, the total indoor air cancer risks for a hypothetical resident at the Building 965 area exceeds only the residential screening numbers (greater than one in a million chance of cancer risk). Therefore, the Building 965 area is restricted as described in Article IV.

1.07 The Parties have concluded that the Property will be suitable for residential use, except in the Building 965 Area, and will not present an unacceptable threat to human health, safety, and the environment when there is compliance with the restrictions of this Covenant.

ARTICLE II

DEFINITIONS

2.01 Department. "Department" shall mean the Department of Toxic Substances Control and includes its successor agencies, if any.

2.02 Owner. "Owner" shall mean 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" shall mean Owners 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 Covenantor. "Covenantor" shall mean the United States of America, acting by and through the Department of the Navy.

2.05 Water Board. "Water Board" shall mean the California Regional Water Quality Control Board, San Francisco Bay Region, and 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 Covenantor to its successor in interest described above. Each and every Restriction: (a) runs with the land in perpetuity pursuant to H&SC Section 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 Owners and 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 Section 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, pursuant to H&SC Section 25359.7, that a release of hazardous substances has come to be located on or beneath the Property. 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 into 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.

3.06 Costs of Administering the Covenant. The Department will in the future incur costs associated with the administration of this Covenant. These costs must be paid by the Owner pursuant to California Code of regulations, title 22, Section 67391.1(h).

ARTICLE IV

NOTIFICATIONS, RESTRICTIONS AND REQUIREMENTS

4.01 Prohibited Uses. Residential structures (including any mobile home or factory built housing constructed or installed for use as residential human habitation) in the area described in Exhibit "F" and depicted in Exhibit "G" is prohibited.

4.02 Groundwater Management.

(a) The Owner or Occupant shall not:

(i) Conduct dewatering activities, including dewatering excavations, unless conducted in accordance with a DON, Department, and Water Board approved work plan.

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

(iii) Install groundwater production wells for residential, municipal, agricultural, or industrial use without the prior 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 work plan.

(b) The Owner or Occupant shall remove and dispose of any extracted contaminated or polluted groundwater in accordance with all applicable Federal, State and local laws and regulations.

4.03 Soil Management.

(a) The Owner or Occupant shall 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 (e.g., excavation, grading, removal, trenching, filling, borings, earth movement, or mining), an approximately 90 foot by 120 foot area (described in Exhibit "D" and depicted in Exhibit "E"), 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.

(b) The Owner or Occupant shall remove and dispose of any excavated contaminated soil in accordance with all applicable Federal, State and local laws and regulations.

4.04 Access for Implementing Ongoing Corrective Actions and/or Operation and Maintenance. Construction and/or operations on the Property shall not interfere with ongoing corrective actions and/or operation and maintenance being conducted by or for the United States or any federal, state, or local regulatory agency. The entities responsible for implementing these operations shall have reasonable right of entry and access to the Property for the purpose of implementing the ongoing corrective actions and/or operation and maintenance until the Department determines it is no further required.

4.05 Access for Department and the Water Board. The Department and the Water Board shall have reasonable right of entry and access to the Property for inspection, monitoring, testing, sampling, installation and monitoring of remedial systems and any other activities consistent with the purposes of this Covenant as deemed necessary by the Department and the Water Board in order to protect the public health or safety, or the environment and oversee any required activities.

4.06 Monitoring and Implementation.

(a) Groundwater. The Covenantor will continue to conduct groundwater monitoring in accordance with an approved ground water monitoring plan pursuant to Task 8 of the Order.

(b) Soil-gas. Monitoring and implementation of this Covenant for soil-gas will be conducted by the Covenantor. The Covenantor shall conduct annual sampling in the area described and depicted in Exhibits "F" and "G", respectively.

4.07 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department and the Water Board for its approval by (January 15th) of each year. The annual inspection report must include the

dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual inspection report (e.g., drive by, fly over, walk in, etc.). If violations are noted, the annual inspection report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within (10 days) of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant, and demand that the violation cease immediately. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department and the Water Board within (10 days) of its original transmission.

4.08 Owner Notification. The Owner shall notify the Department and the Water Board of each of the following: (1) The type, cause, location and date of any disturbance to any remedial measures taken or remedial equipment or groundwater monitoring system installed on the Property pursuant to the requirements of the Water Board, which could affect the ability of such 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 Department and 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. The Department and Water Board shall have sole responsibility to enforce this requirement.

ARTICLE V

ENFORCEMENT

5.01 Enforcement. Failure of the Owner or Occupant to comply with the Covenant shall be grounds for the Department 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 Covenant. Violation of the 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.

ARTICLE VI

VARIANCE, TERMINATION, TERM AND RELEASE

6.01 Variance. The Owner, or with the Owner's consent, any Occupant, or any 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. The Department must receive the concurrence of the Water Board before any such variance may be effective. No termination or variance of this Covenant shall extinguish or modify any restrictions, notices, or covenants in the deed by which the DON conveys Property.

6.02 Termination. The Owner, or with the Owner's consent, any Occupant, or any aggrieved person 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. The Department must receive the concurrence of the Water Board before any such termination is effective. No termination or variance of this Covenant shall extinguish or modify any restrictions, notices, or covenants in the deed by which the DON conveys Property.

6.03 Term. Unless ended in accordance with the termination or release of restrictions sections above, by law or by the Department and the Water Board in the exercise of their discretion, this Covenant shall continue in effect in perpetuity.

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. 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: BRAC Program Management Office West
 1455 Frazee Road, Suite 900
 San Diego, CA 92108-4310
 Attention: BCM Novato

To School District: Novato Unified School District
1015 7th Street
Novato, California 94945
Attention: Director of Maintenance, Operations, and
Transporation

To Department: Department of Toxic Substances Control
Northern California Schools Unit
8800 Cal Center Drive
Sacramento, California 95826-3200
Attention: Branch Chief,
Brownfields and Environmental Restoration Program

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 Exhibits. All exhibits referenced in this Covenant and attached hereto are deemed incorporated into this Covenant by reference. Exhibits include:

Exhibit A – Legal Description Parcel 1A (the “Property” (area of groundwater restrictions))

Exhibit B – Property Plat Parcel 1A (the “Property” (area of groundwater restrictions))

Exhibit C – Monitoring Well Map

Exhibit D – Legal Description 90 foot by 120 foot Area (area of soil restriction)

Exhibit E – Property Plat 90 foot by 120 foot Area (area of soil restriction)

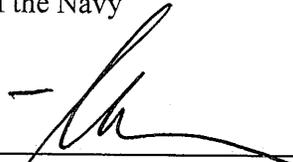
Exhibit F – Legal Description Building 965 Area (area of soil gas restriction)

Exhibit G– Property Plat Building 965 Area (area of soil gas restriction)

[SIGNATURE & NOTARY PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Covenant.

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

By: 
WILLIAM R. CARSILO
Real Estate Contracting Officer

Date: 10-7-11

STATE OF CALIFORNIA

COUNTY OF San Francisco

On this 7th day of October in the year 2011.

Before me Thom O'Brien, Notary Public, personally appeared

William R. Carsillo

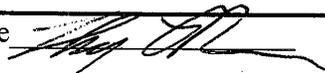
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the

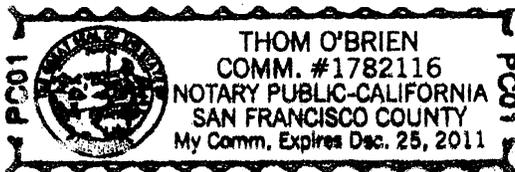
person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signatures(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that

the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



CALIFORNIA DEPARTMENT OF TOXICS SUBSTANCE CONTROL

By: H. Neal Hutchison Date: 9/21/2011
NEAL HUTCHISON
Project Manager
Northern California Schools Unit
Brownfields and Environmental Restoration Program

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On this 21 day of September in the year 2011

Before me Florence L. Howard, Notary, personally appeared

H. Neal Hutchison
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~~ signatures(~~s~~) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that

the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Florence L. Howard



CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD,
SAN FRANCISCO BAY REGION

By: Bruce H. Wolfe
BRUCE H. WOLFE
Executive Officer
San Francisco Bay Regional Water Quality Control Board

Date: Oct. 7, 2011

STATE OF CALIFORNIA

COUNTY OF Alameda

On this 7th day of October in the year 2011.

Before me Thom O'Brien, Notary Public, personally appeared
Bruce H. Wolfe

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 signatures(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that

the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

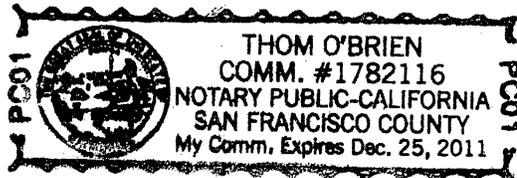


EXHIBIT A

Legal Description Parcel 1A (the "Property" (area of groundwater restrictions))

Rev.: August 12, 2005
Date: March 17, 2005
File: 4.1043.02

**DESCRIPTION
NOVATO UNIFIED SCHOOL DISTRICT
PARCEL 1A AT HAMILTON**

A Parcel of land situate in the City of Novato, County of Marin, State of California, more particularly 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 along said easterly line of Parcel "E" North 04°54'16" East, 323.66 feet;

thence continuing along said easterly line of Parcel "E" North 03°55'16" East, 197.63 feet ;

thence North 83°15'00" West, 81.15 feet;

thence North 06°45'00" East, 323.84 feet to the southerly line of State Access Road as shown on the "Parcel Map of Hamilton Field Phase Two Stage One", filed August 20, 1997, in Book 26 of Parcel Maps, at Page 39, Marin County Records:

thence leaving said easterly line of Parcel "E", and along said southerly line of State Access Road, South 84°51'44" East, 393.48 feet;

thence leaving said southerly line of State Access Road, in a southerly direction, along a curve to the right, whose radius point bears South 45°21'13" West, a distance of 1,837.72 feet, through a central angle of 02°41'13", an arc length of 86.18 feet;

thence along a compound curve having a radius of 182.50 feet, through a central angle of 48°23'37", an arc length of 154.14 feet;

thence South 06°26'03" West, 489.88 feet;

thence South 83°33'57" East, 25.00 feet to the northwest corner of the Parcel conveyed to Novato Unified School District (N.U.S.D.) by Quit Claim Deed, recorded May 30, 2002, in Document Number 2002-046176, Marin County Records;

thence along the westerly line of said N.U.S.D. Parcel, South 06°26'03" West, 426.00 feet;

thence continuing along said westerly line, along a curve to the right, tangent to the proceeding course, having a radius of 225.00 feet, through a central angle of 19°25'05", an arc length of 76.26 feet;

thence along a reverse curve having a radius of 20.00 feet, through a central angle of 88°22'28", an arc length of 30.85 feet to the northerly line of Main Gate Road as shown on the "Map of Hamilton Field", filed December 18, 1995, in Book 21 of Maps, at Page 45, Marin County Records;

thence leaving said westerly line of N.U.S.D., and along said northerly line of Main Gate Road, in a westerly direction along a curve to the left, whose radius point bears South 27°28'40" West, 1,648.77 feet, through a central angle of 01°32'43", an arc length of 44.47 feet;

thence leaving said northerly line of Main Gate Road, North 25°55'57" East, 19.05 feet;

thence along a curve to the left, 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 North 06°26'03" East, 254.80 feet;

thence North 83°41'05" West, 423.78 feet to the Point of Beginning.

Containing 9.20 acres more or less.

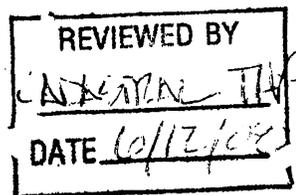
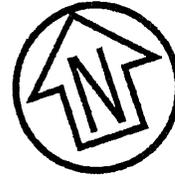


EXHIBIT B

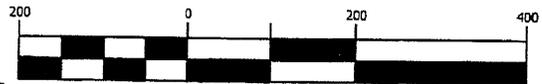
Property Plat Parcel 1A (the “Property” (area of groundwater restrictions))

LEGEND

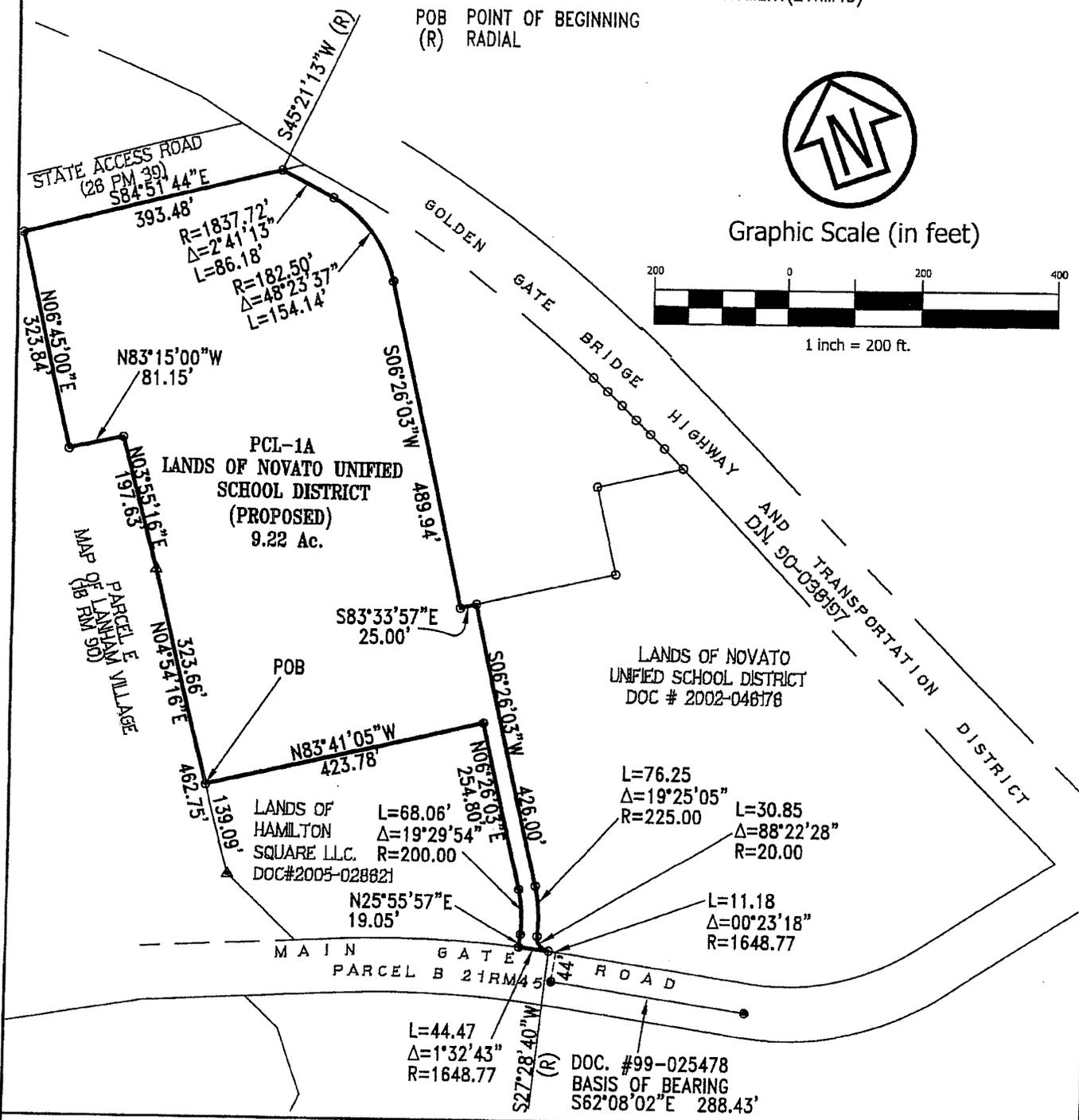
- ⊙ INDICATES FOUND STD. ST MONUMENT(21RM45)
- POB POINT OF BEGINNING
- (R) RADIAL



Graphic Scale (in feet)



1 inch = 200 ft.



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
 © 2004

REV. 08-11-05	03/18/05
SCALE: 1" = 200'	
PUBLIC BENEFIT CONVEYANCE TO NOVATO UNIFIED SCHOOL DISTRICT	
NOVATO	MARIN CALIFORNIA

JOB# 4104302

ORIGINAL

EXHIBIT C

Monitoring Well Map

EXHIBIT CAN BE FOUND
AT NAVY BRAC MANAGEMENT
OFFICE

1455 FRAZEE RD., SUITE 900
SAN DIEGO, CA 92108

EXHIBIT D

Legal Description 90 foot by 120 foot Area (area of soil restriction)

EXHIBIT E

Property Plat 90 foot by 120 foot Area (area of soil restriction)

(Note that the restriction area should be labeled UST 957 vs. UST 97)

STATE ACCESS ROAD

(24 PM 39)

S84°51'44"E 427.56'
393.48'

LANDS OF GGB&TD
DOC#90-036197

POC

34.09'

S45°21'13"W (R)

L=86.18'
R=1837.72'
E=241.13'

L=154.14'
R=82.50'
E=48.23.31'

N06°45'00"E
323.84'

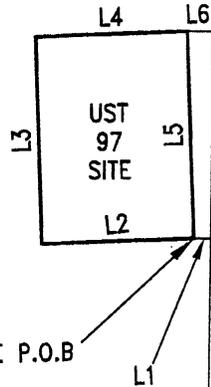
N83°15'00"W
81.15'

N03°55'16"E
197.63'

MAP OF LANHAM
VILLAGE
(18 FM 90)

LINE	LENGTH	BEARING
L1	9.57'	N83°33'57"W
L2	86.68'	N86°04'00"W
L3	120.79'	N03°56'00"E
L4	86.68'	S86°04'00"E
L5	120.79'	S03°56'00"W
L6	14.84'	S83°33'57"E

LAND OF NOVATO
UNIFIED SCHOOL
DISTRICT
(PROPOSED PARCEL A)



LAND OF NOVATO UNIFIED SCHOOL DISTRICT (PROPOSED PARCEL B)

S06°26'03"W
348.65'

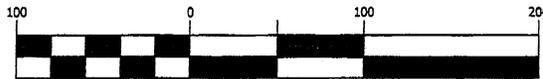
LEGEND

POC: POINT OF COMMENCEMENT
POB: TRUE POINT OF BEGINNING

● INDICATES 3/4" PIPE & TAG
LS 3303 (24 PM 39)



Graphic Scale (in feet)



1 inch = 100 ft

EXHIBIT B

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

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REV. 3-24-06

03/06/06
SCALE: 1" = 100'

UNDERGROUND STORAGE
TANK #957, PLUS 3' BUFFER ZONE
HAMILTON FIELD

NOVATO MARIN CALIFORNIA

JOB# 4102105 & 5102107

ACCEPTED
3/30/06
THP - CADASTRAL

A

EXHIBIT F

Legal Description Building 965 Area (area of soil gas restriction)

**LEGAL DESCRIPTION
NOVATO UNIFIED SCHOOL DISTRICT
"BUILDING 965 AREA LUC PARCEL"**

A parcel of land situated in the City of Novato, County of Marin, State of California, more particularly 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°54'53" East, 404.40 feet from the southerly terminus of the line described as "North 04°54'16" East, 462.75 feet" on said map;

thence South 83°40'52" East, 123.00 feet;

thence North 04°41'08" East, 152.02 feet;

thence North 83°40'52" West a distance of 124.00 feet to easterly line of said Parcel "E"

thence continuing along said easterly line of Parcel "E" South 03°55'53" West, 93.70 feet;

thence South 04°54'53" West, 58.35 feet to the Point of Beginning.

Containing 18,719 square feet or 0.430 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, and Zone III. All distances are Ground distances. To convert to grid distances multiply by 0.999944105.

End of Description

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

Signature: _____

Narinder Sahota, PLS 8719

Date: July 13, 2011

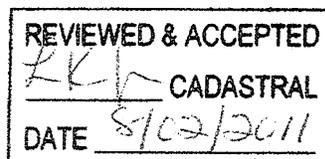
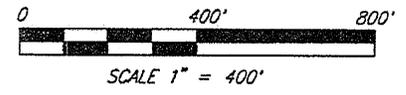
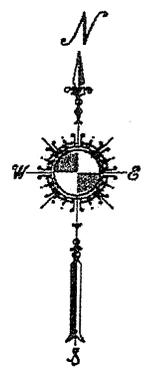


EXHIBIT G

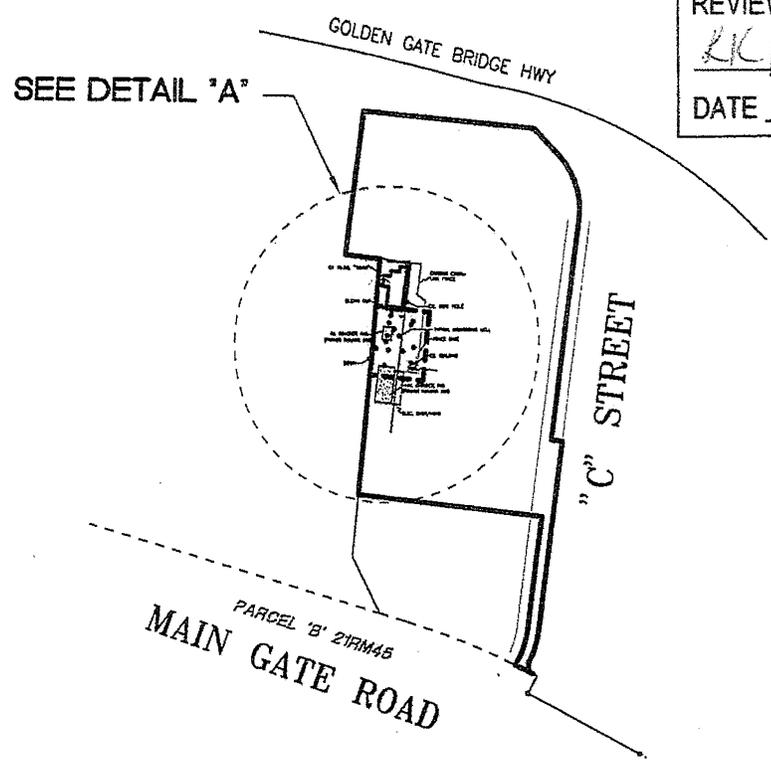
Property Plat Building 965 Area (area of soil gas restriction)

REVIEWED & ACCEPTED
KLP CADASTRAL
 DATE 8/02/2011



LEGEND:

- INDICATES ANGLE POINT NOTHING SET
- EXISTING ROW LINES
- EXISTING PROPERTY LINE
- - - "LIMITS OF BUILDING 965 AREA LUC BOUNDARY"
- EX. INDICATES EXISTING
- SSMH SANITARY SEWER MAN HOLE

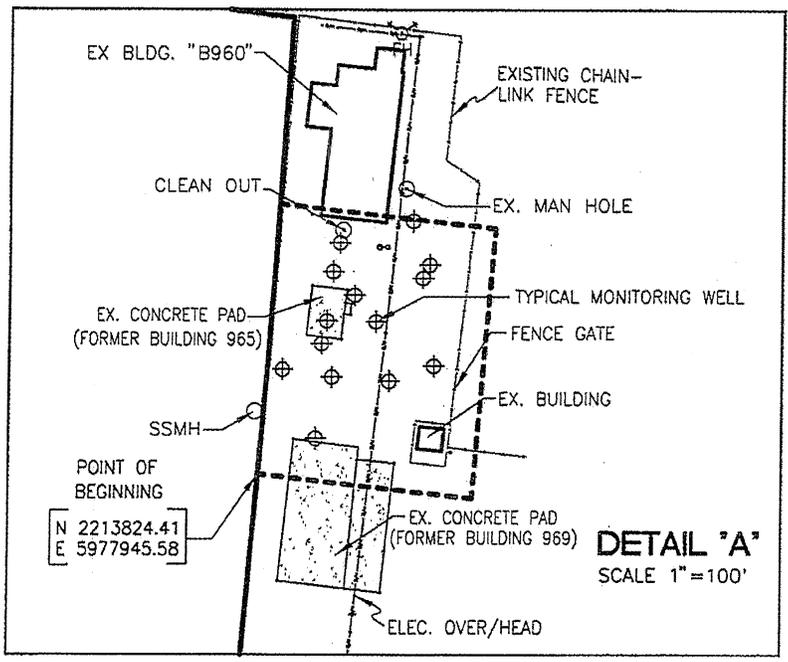


BASIS OF BEARINGS:

THE BASIS OF BEARINGS SHOWN HEREON ARE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83. VALUES BETWEEN PID NUMBERS "DE8062" AND "JT9612" EPOCH DATE: 2007.00 TAKEN TO BE S82°19'03"E CALCULATED FROM DATA SHEETS. MULTIPLY BY 0.999944105 TO OBTAIN GRID DISTANCES. ALL DISTANCES SHOWN HERE ARE GROUND DISTANCES.



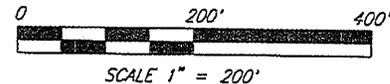
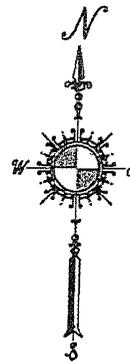
7-13-11



5654 S. Elm Ave.
 Easton, CA 93706
 tel 559.442.0883
 fax 559.442.0884
 email
 info@espls.com

VICINITY MAP
 PUBLIC BENEFIT
 CONVEYANCE TO
 NOVATO UNIFIED SCHOOL DISTRICT
 CITY OF NOVATO, COUNTY OF MARIN
 STATE OF CALIFORNIA

JOB NO. 11040MX
 DRAWN BY: N.SAHOTA
 START DATE: 05/20/11
 REVISE DATE: 06/28/11
 SCALE: 1" = 400"
 SHEET 1 OF 2

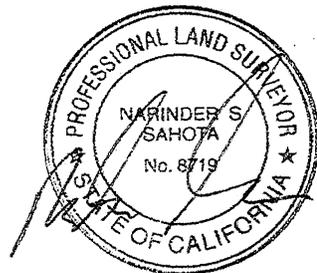


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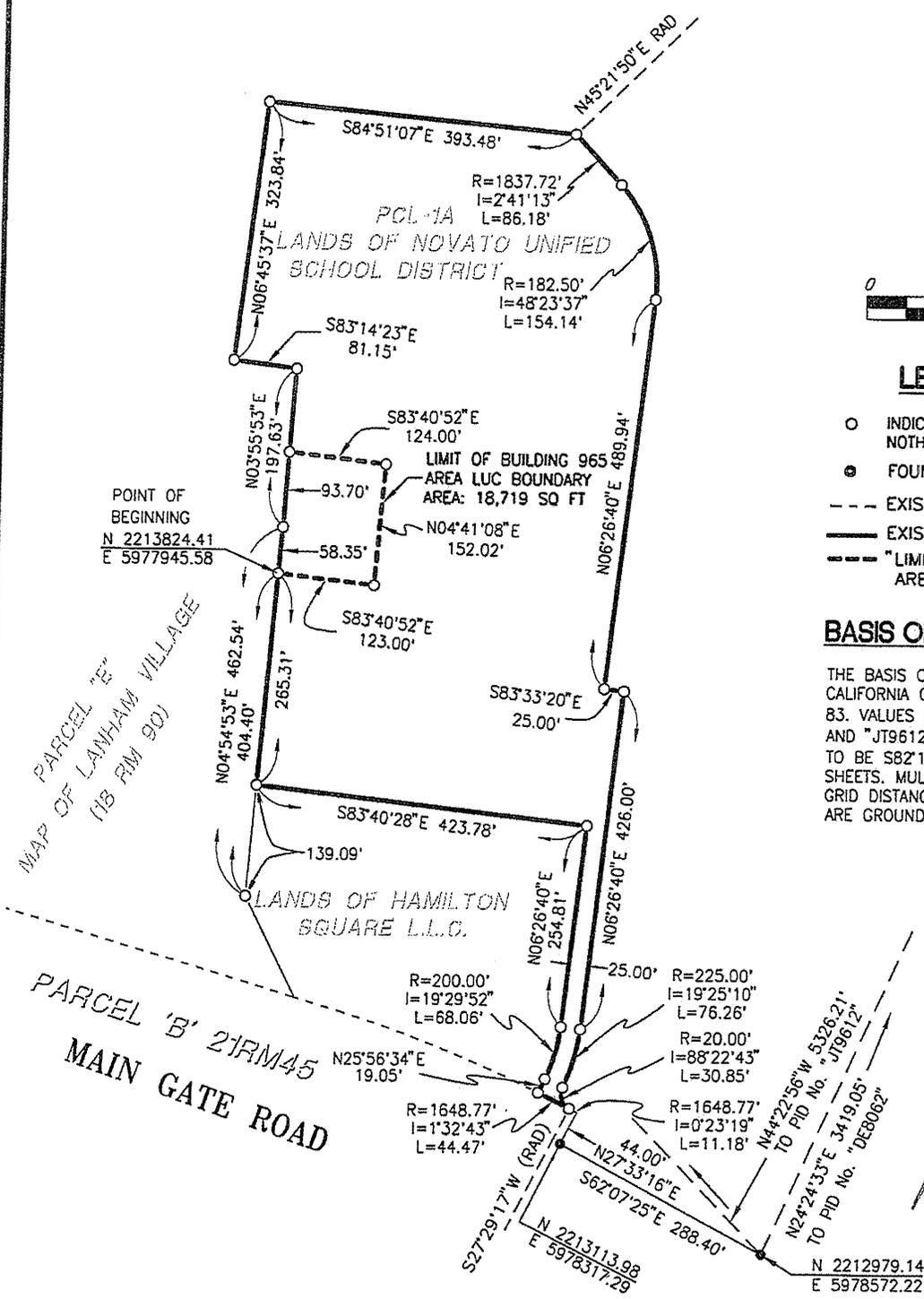
- INDICATES ANGLE POINT NOTHING SET
- FOUND 3" BRASS CAP MONUMENTS
- EXISTING ROW LINES
- EXISTING PROPERTY LINE
- - - "LIMITS OF BUILDING 965 AREA LUC BOUNDARY"

BASIS OF BEARINGS:

THE BASIS OF BEARINGS SHOWN HEREON ARE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83. VALUES BETWEEN PID NUMBERS "DE8062" AND "JT9612" EPOCH DATE: 2007.00 TAKEN TO BE S82°19'03"E CALCULATED FROM DATA SHEETS. MULTIPLY BY 0.999944105 TO OBTAIN GRID DISTANCES. ALL DISTANCES SHOWN HERE ARE GROUND DISTANCES.



7-13-11



5654 S. Elm Ave.
Easton, CA 93706
tel 559.442.0883
fax 559.442.0884
email
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MAP OF LEGAL DESCRIPTION
PUBLIC BENEFIT
CONVEYANCE TO
NOVATO UNIFIED SCHOOL DISTRICT
CITY OF NOVATO, COUNTY OF MARIN
STATE OF CALIFORNIA

JOB NO. 11040MX
DRAWN BY: N.SAHOTA
START DATE: 05/20/11
REVISE DATE: 06/28/11
SCALE: 1" = 200"
SHEET 2 OF 2