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City of Vallejo

2002-00118691

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Robert Blechschmidt
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WHEN RECORDED, MAIL TO:

08:00 20-SEP-02 AR16 30 Pgs

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Former Mare Island Naval Shipyard
Western Early Transfer Parcel
Vallejo, California

This Environmental Covenant ("Covenant") is made by and between the State of California, acting by and through the State Lands Commission ("Covenantor" or "Owner"), the current owner of property situated in Vallejo, County of Solano, State of California ("State"), described and depicted in Exhibit A, which are attached and incorporated here by this reference ("Property"), and the Department of Toxic Substances Control ("Department"). 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 potential risk related to the possible presence on the land of hazardous materials, as defined in California Health & Safety Code ("H&SC") Section 25260, and enters into this Covenant in accordance with H&SC Section 25355.5 and California Civil Code Section 1471(c).

ARTICLE I STATEMENT OF FACTS

1.01 The Property, totaling approximately 2800 acres, as described and depicted in Exhibits A. The Property is located on the undeveloped western side of Mare Island, and is the area now generally known as the Western Early Transfer Parcel of Mare Island, in the County of Solano, State of California.

1.02 The Property is historic and present day tide and submerged lands subject to the ownership by the State, as owner in fee of lands subject to the public trust. The Property must be put to Public Trust Uses, commonly referred to as uses for water-related commerce, navigation, and fisheries, but also including habitat preservation and recreation. The State has an ongoing responsibility to protect the Property for Public Trust Uses, while also assuring that putting the Property to any Public Trust Use is done in a responsible manner which protects the safety of the public and the environment. For these reasons, the Covenantor has chosen to enter this covenant with another State agency, the Department. Participation in this Covenant with a sister agency will assure that public and environmental safety are protected as the State implements Public Trust Uses.

1.03 The Covenantor, the City of Vallejo, Weston Solutions, Inc., a Pennsylvania corporation ("Weston") and the Department entered into a Consent Agreement, on file with the Department and the Covenantor. The purposes of the

Consent Agreement are to ensure that land use restrictions are implemented at the Property and to establish the process and timetable for the completion of the response and corrective actions, including any long-term obligations, required at the Property. The Department has approved various Preliminary Assessments/Site Inspections: Removal Actions for Ordnance and Explosives ("OE") and discrete radiological items, and soil excavation for limited chemical contamination; and a Remedial Investigation and Feasibility Study covering the Property in its entirety. The Department, on the basis of the aforementioned documentation, has prepared the "Mare Island Remedial Action Plan for Investigation Areas I (Partial) and J, and the Western Submerged Lands" dated June 7, 2002 ("RAP") for the Property.

1.04 As detailed in the RAP for this Property, a qualitative risk assessment for OE concluded that OE material may still exist in the Property. Nevertheless, the probability of coming into contact with OE items is extremely low, and the risk of injury due to contact with these OE items, given the type and condition expected, is even lower. In addition, a qualitative risk assessment for discrete radiological items concluded that there may be an extremely remote possibility that radiological items are still present in the Property, but the likelihood of exposure to discrete radiological items may be even more remote but not nonexistent. Further, a limited area within the Property was found to contain contaminants of ecological concern in the ranges set forth: mercury (.33 to 15.2 parts per million ("ppm")), and PCBs (.03 to 3.5 ppm). Based on the final risk assessment, the Department and the Covenantor have concluded that use of the Property as a residence, hospital, school for persons under the age of 21, or day care center would entail an unacceptable risk to the users or occupants of such property operated or

occupied. The Department and the Covenantor have further concluded that the Property, as remediated and operated or occupied subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment, if limited to the Restrictions enumerated in Article IV, herein. The Department and the Covenantor have also determined that an Operation and Maintenance (“O&M”) Plan shall be prepared and shall generally contain the provisions for the O&M Plan required in the RAP.

ARTICLE II DEFINITIONS

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

2.02 Owner. “Owner” means the State of California, acting by and through the State Lands Commission, and shall include the Owner’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 Covenantor. “Covenantor” shall mean the State of California, acting by and through the State Lands Commission.

2.04 Public Trust Uses. “Public Trust Uses” means the following allowable uses at the Property: uses for water-related commerce, navigation and fisheries, preservation of land in its natural state, and water-oriented recreation.

ARTICLE III GENERAL PROVISIONS

3.01 Limitations or Requirements to Run with the Land. This Covenant sets

forth protective provisions, covenants, restrictions, and conditions (collectively, "Limitations or Requirements"), 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 Limitation or Requirement: (a) runs with the land pursuant to H&SC Section 25355.5(a)(1)(C) and Civil Code Section 1471; (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 (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners and Lessees. Pursuant to H&SC Section 25355.5(a)(1)(C), 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. Pursuant to Civil Code Section 1471(b), all successive Owners of the Property are expressly bound hereby for the benefit of the Department.

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 entered into after the Effective Date of this Covenant for any portion of the Property for which they are in effect and to which they are applicable. Within 10 days of the Effective Date of this

Covenant. Covenantor shall provide a copy of this Covenant to all existing lessees on the Property.

ARTICLE IV RESTRICTIONS

4.01 Restrictions.

(a) The Property may not be put to the any of following uses unless the Department specifically approves a request to allow any such use or uses on a particular site pursuant to Section 4.02 of this Covenant:

- (1) A residence, including any mobile home or factory built housing, used as residential human habitation.
- (2) A hospital for humans.
- (3) A public or private school for persons under 18 years of age.
- (4) A day care center for children.
- (5) Any use of the Property in a manner that causes the covering or disturbing of groundwater monitoring wells, or any use of the Property in a manner that restricts access to groundwater monitoring wells.

(b) There shall be no alteration of groundwater conditions within the Property, through activities such as groundwater pumping.

(c) No building or other designated area on the Property shall be used by any person in a manner inconsistent with a Public Trust Use as defined in Section 2.04 above as determined by the Covenantor.

(d) Public access to the Property shall be as determined by the City of Vallejo (the "City") and the U. S. Fish and Wildlife Service (the "Service") through leases which have been, or will be, issued to the City and the Service by the Covenantor for habitat and public access. The leases to the City and to the Service will recognize and incorporate the terms and requirements of this Covenant, and specifically incorporate the following

standards: (i) within 2 years of the recordation of this Covenant, the lessees, or Weston, shall construct and open a footpath or footpaths within the Property. Every footpath shall be on the top of a dredge pond berm, and shall have the features described in Exhibit B, attached hereto and incorporated herein by this reference; (ii) barriers shall be established at the entrance and exits to the established footpaths to ensure said footpaths are not accessible to vehicles (except for emergency, governmental, lessee, or Weston vehicles) and to deter bicycles; (iii) if access is permitted down the sides of berms, a pathway shall be constructed to accommodate that access and shall have the features described in Exhibit B.

(c) The disturbance of soil or groundwater, through activities such as digging, trenching, drilling, regrading or landscaping, may be conducted on the Property only after the Department gives its approval to a workplan describing the details of the activities, or unless there is an emergency need to conduct one of these activities prior to the approval of the workplan by the Department and the Department is provided notice as soon as reasonably practicable that the activity has been conducted. Any such soil disturbance will require OE construction support necessary to identify and eliminate hazards in a manner that minimizes disruption to nearby persons or activities, as specified by the Department. Provisions for OE construction support related to such soil disturbance activities shall be included in the workplan.

4.02 Procedures for Obtaining Approval of the Department. At any time before or after the Effective Date of this Covenant, the Owner, or with the Owner's consent, a lessee or sublessee of all or any portion of the Property, may request the approval of the Department to use all or a portion of the Property in a manner inconsistent with the

restrictions set forth in Section 4.01 (a) or (b) of this Covenant, or to engage in an activity prohibited by Section 4.01 (c) of this Covenant. Such requests shall provide sufficient information to the Department to evaluate the appropriateness of the request. The Department shall act upon such requests as expeditiously as feasible, but in no event later than thirty (30) days after the Department receives the request. The Department may extend this period for additional thirty day periods upon written notice to the requesting party, with an explanation of the reason for the extension. The Department will grant the variance only after finding that such a variance would be protective of human health, safety and the environment.

4.03 Access for Department. The Department 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 to protect the public health or safety or the environment. The Department shall to the extent possible provide advance notice to, and coordinate with, the Owner, lessee, or sublessee of the Property, as appropriate, regarding access requirements.

4.04 Access for Implementing O&M. The entity responsible for implementing the O&M Plan shall have reasonable right of entry and access to the property for the purpose of implementing the O&M Plan until the Department determines that no further O&M is required.

ARTICLE V ENFORCEMENT

5.01 Enforcement. Failure of the Owner or Lessee to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department to obtain

injunctive relief prohibiting commencement or continuation of any activities restricted by this Covenant. Actual or threatened violation of this Covenant, including but not limited to commencement or completion of any activities that violate this Covenant, may be prohibited or restrained, and the provisions of this Covenant may be enforced, by injunctive relief or any other remedy as provided by law.

ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01 Variance. In addition to the procedures set forth in Section 4.02 of this Covenant, the Owner, or with the Owner's consent, any lessee or sublessee of all or a portion of the Property may apply to the Department for a written variance from the provisions of this Covenant. The Department will grant the variance only after finding that such a variance would be protective of human health, safety and the environment. Such application shall be made in accordance with H&SC Section 25233.

6.02 Termination. In addition to the procedures set forth in Section 4.02 of this Covenant, the Owner, or with the Owner's consent, any lessee or sublessee of the Property, 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.

6.03 Term. This Covenant shall continue in effect in perpetuity unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion.

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 Exhibits A & B, in the County of Solano 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 here includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: (i) when delivered, if personally delivered to the person being served or (ii) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Executive Officer
State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825

To Department: Department of Toxic Substances Control
Sacramento Office
8800 Cal Center Drive
Sacramento, California 95826
Attention: Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities
cc: Charles Gribble
Project Manager
700 Heinz Avenue, Suite 200
Berkeley, CA 94710-2721

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.

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

7.06 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.

7.07 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.

7.08 Statutory References. All statutory references include successor provisions.

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IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

State of California, acting by and through the State Lands Commission

Dated: September 13, 2002

By: Paul D. Thayer

Name: Paul D. Thayer

Title: Executive Officer

California Department of Toxic Substances Control

Dated: September 13, 2002

By: Anthony J. Landis

Name: Anthony J. Landis

Title: Chief, Northern California Operations

Office of Military Facilities

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

} ss.

On SEPT 13, 2002 before me, KIMBERLY L. KORHONEN, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared PAUL D. THAYER

Name(s) of Signer(s)

- personally known to me
- 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.

Kimberly L. Korhonen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document CONSENT TO RESTRICT USE PROPERTY ENVIRONMENTAL RESTRICTIONS

Document Date SEPT 13, 2002

Number of Pages: 28 w/c. exhibits

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: PAUL D. THAYER

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator

Other: EXECUTIVE OFFICER

Signer is Representing: STATE LANDS COMMISSION



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

} ss.

On SEP 13, 2002, before me, KIMBERLY L. KORHONEN, Notary Public

Date

Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared ANTHONY J. LANDIS

Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

1283249



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.

Kimberly L. Korhonen
Signature of Notary Public

Please Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: COVENANT TO RESTRICT USE OF PROPERTY - ENVIRONMENTAL RESTRICTION

Document Date: SEP 13, 2002 Number of Pages: 28 incl. Exhibits

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name ANTHONY J. LANDIS

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: CHIEF, SO. CA. OPERATIONS

Signer is Representing: DEPT. OF TOXIC SUBSTANCES

CASTRO



Reversionary Land
Mare Island
City of Vallejo
July 15, 2002
W 25116

EXHIBIT A

**WESTERN EARLY TRANSFER PARCEL
LAND DESCRIPTION**

A parcel of tide and submerged land situated in the City of Vallejo, Solano County, California being a portion of those lands commonly known as Mare Island Naval Shipyard as conveyed to the United States for Military Purposes by the State of California by an Act approved March 9, 1897 in Chapter 81, Statutes of 1897 and an Act approved July 13, 1963 in Chapter 1452, Statutes of 1963, said parcel being more particularly described as follows:

COMMENCING at National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on that certain map entitled "Record of Survey for lands owned by the United States of America per the 1938 United States Supreme Court decision 'United States v. O'Donnell 303 U.S. 501' Retracement of Tract 38 of the Joy Survey entitled 'Fractional Township 3 North, Range 4 West, approved by the US Survey General's Office October 24, 1923, accepted November 8, 1923 and filed with the Bureau of Land Management", as filed in Book 21 Surveys at Page 94, Solano County records; thence North 56°21'31" West 5,257.60 feet to a found monument, said monument being a 2 ½" aluminum disk stamped "McGill' Martin' Self, Inc., Orinda CA, LS 6951", having California Coordinate System 1983, Zone 2 coordinates of N = 1,792,761.73 feet and E = 6,483,876.95 feet and located on the boundary of said Tract 38 as shown on said Record of Survey and the POINT OF BEGINNING of the herein described parcel; thence along said Tract 38 the following courses:

- 1) South 33° 00' 28" East 475.38 feet;
- 2) South 29° 45' 31" East 171.67 feet;
- 3) South 26° 30' 35" East 666.84 feet;
- 4) South 22° 15' 40" East 323.53 feet;
- 5) South 01° 28' 51" West 250.92 feet;
- 6) North 72° 45' 01" East 329.99 feet;
- 7) South 43° 30' 18" East 488.54 feet;
- 8) South 35° 15' 26" East 653.65 feet;

- 9) South 40° 00' 21" East 316.90 feet;
- 10) South 35° 45' 26" East 561.19 feet;
- 11) North 58° 29' 53" East 105.59 feet;
- 12) South 57° 40' 07" East 363.10 feet;
- 13) South 46° 45' 15" East 831.86 feet;
- 14) South 68° 45' 01" East 178.24 feet;
- 15) South 85° 59' 56" East 422.43 feet;
- 16) South 79° 14' 57" East 268.05 feet; thence leaving said Tract 38 boundary:
- 17) South 13° 13' 26" West 373.09 feet, more or less, to a point of intersection with the shoreline; thence southerly along the shoreline to a point of intersection with the boundary of lands granted to the United States of America in Chapter 1452, Statutes of 1963 as shown on that Map filed in Book 22 Maps at Page 44 Solano County Records and the shoreline, said intersection point bears South 08° 19' 46" West 775.21 from the northerly intersection of said shoreline and said course (17); thence along said grant boundary the following courses:
 - 18) South 38° 08' 25" East 652.07 feet;
 - 19) South 79° 30' 03" West 12,096.47 feet;
 - 20) North 15° 38' 14" West 13,456.71 feet;
 - 21) North 40° 11' 47" East 5682.87 feet to a found iron pipe, AP 5, as shown on said Map; thence leaving said grant boundary and southeasterly along said Tract 38 boundary the following courses:
 - 22) South 54° 49' 07" East 545.96 feet;
 - 23) South 47° 15' 13" East 2,284.27 feet;
 - 24) South 43° 00' 17" East 1,987.23 feet;
 - 25) South 44° 45' 15" East 1,128.96 feet;
 - 26) South 34° 07' 26" East 672.12 feet;
 - 27) South 34° 30' 26" East 1,062.98 feet;
 - 28) South 36° 45' 18" East 1,016.75 feet;
 - 29) South 31° 30' 29" East 1,274.26 feet;
 - 30) South 22° 45' 39" East 732.89 feet;
 - 31) South 36° 15' 24" East 442.34 feet;
 - 32) South 00° 13' 53" West 211.28 feet;
 - 33) South 28° 00' 33" East 191.49 feet;
 - 34) South 44° 45' 16" East 363.13 feet;
 - 35) South 11° 22' 53" East 297.77 feet to the point of beginning.

EXCEPTING THEREFROM the following six parcels:

PARCEL 1

COMMENCING at said National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on said Record of Survey as filed in Book 21 Surveys at Page 94, Solano County records, thence North 44° 14' 19" West 9,465.87 feet to a point on the boundary of Tract 38 as shown on said Record of

Survey, said point having California Coordinate System 1983, Zone 2 coordinates of N = 1,796,630.82 feet and E = 6,481,650.19 feet and the POINT OF BEGINNING; thence leaving said Tract 38 the following courses:

- 1) South 52° 25' 26" West 587.98 feet;
- 2) North 32° 36' 18" West 1,495.78 feet;
- 3) South 44° 01' 44" West 1,879.85 feet;
- 4) North 41° 22' 20" West 457.80 feet;
- 5) North 77° 16' 05" West 117.60 feet;
- 6) North 56° 43' 17" West 89.23 feet;
- 7) North 30° 16' 10" West 239.75 feet;
- 8) North 50° 16' 00" West 199.24 feet;
- 9) North 56° 23' 01" West 777.41 feet;
- 10) North 29° 54' 12" West 141.37 feet to a point on the South line of Option Area 3 as shown on that Record of Survey for the US Fish and Wildlife Service recorded in Book 23 Surveys at Page 21, Solano County Records; thence along said line:
 - 11) South 60° 04' 53" West 201.07 feet;
 - 12) North 29° 37' 02" West 732.20 feet to the southwest corner of Option Area 2 as shown on said Record of Survey; thence along the West line of said Option Area 2:
 - 13) North 28° 37' 05" West 458.60 feet to the northwest corner of said Option Area 2; thence along the North line of said Option Area 2.
 - 14) North 59° 43' 16" East 594.31 feet to the northwest corner of Option Area 1 as shown on said Record of Survey; thence along the North line of said Option Area 1:
 - 15) North 55° 39' 20" East 1,569.98 feet to the northeast corner of said Option Area 1; thence leaving said North line:
 - 16) North 55° 39' 20" East 397.67 feet to the boundary of said Tract 38 as shown on said Record of Survey; thence along said Tract 38 boundary the following courses:
 - 17) South 43° 00' 17" East 1,334.09 feet;
 - 18) South 44° 45' 15" East 1,128.96 feet;
 - 19) South 34° 07' 26" East 672.12 feet;
 - 20) South 34° 30' 26" East 1,056.39 feet to the point of beginning.

PARCEL 2

COMMENCING at said National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on said Record of Survey as filed in Book 21 Surveys at Page 94, Solano County records, thence North 44°14'19" West 9,465.87 feet to a point on the boundary of Tract 38 as shown on said Record of Survey, said point having California Coordinate System 1983, Zone 2 coordinates of N = 1,796,630.82 feet and E = 6,481,650.19 feet and

the POINT OF BEGINNING; thence leaving said Tract 38 the following courses:

- 1) South 52° 25' 28" West 530.51 feet;
- 2) South 34° 33' 18" East 1,226.47 feet;
- 3) South 77° 17' 20" West 328.82 feet;
- 4) South 26° 15' 37" West 270.20 feet;
- 5) South 03° 48' 52" East 139.18 feet;
- 6) South 32° 42' 16" East 462.36 feet;
- 7) North 63° 19' 43" East 380.55 feet;
- 8) South 32° 19' 26" East 611.22 feet;
- 9) South 27° 57' 05" East 361.53 feet;
- 10) South 34° 35' 37" East 227.83 feet;
- 11) North 56° 07' 17" East 233.24 feet;
- 12) South 58° 02' 45" East 222.30 feet;
- 13) South 62° 19' 18" East 440.70 feet to a point on said Tract 38 boundary; thence along said boundary the following courses:
 - 14) North 58° 33' 36" East 24.71 feet;
 - 15) North 28° 00' 33" West 65.73 feet;
 - 16) North 00° 13' 53" East 211.28 feet;
 - 17) North 36° 15' 24" West 442.34 feet;
 - 18) North 22° 45' 39" West 732.89 feet;
 - 19) North 31° 30' 29" West 1,274.26 feet;
 - 20) North 36° 45' 18" West 1,016.75 feet;
 - 21) North 34° 30' 26" West 6.59 feet to the point of beginning.

PARCEL 3

COMMENCING at said National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on said Record of Survey as filed in Book 21 Surveys at Page 94, Solano County records, thence North 68°17'05" West 3,556.41 feet to a point on the boundary of Tract 38 as shown on said Record of Survey, said point having California Coordinate System 1983, Zone 2 coordinates of N = 1,791,164.92 feet and E = 6,484,950.01 feet and being the POINT OF BEGINNING; thence along said Tract 38 the following courses:

- 1) South 72°45'01" West, 329.99 feet;
- 2) North 01°28'51" East, 250.92 feet;
- 3) North 22°15'40" West, 323.53 feet;
- 4) North 26°30'35" West, 666.84 feet;
- 5) North 29°45'31" West, 171.67 feet;
- 6) North 33°00'28" West, 475.38 feet;
- 7) North 11°22'53" West, 297.77 feet;
- 8) North 44°45'16" West, 363.13 feet;

- 9) North 28°00'33" West, 125.76 feet;
- 10) South 58°33'36" West, 24.71 feet;
- 11) North 62°19'18" West, 440.70 feet;
- 12) North 58°02'45" West, 222.30 feet; thence leaving said Tract 38
- 13) South 56°07'17" West, 39.42 feet;
- 14) South 53°43'26" East, 448.89 feet to the beginning of a tangent curve concave to the West;
- 15) thence southerly along the arc of said curve a distance of 311.86 feet, through a central angle of 77°41'17" and having a radius of 230.00 feet;
- 16) South 23°57'51" West, 522.94 feet;
- 17) South 48°31'45" West, 142.49 feet;
- 18) South 59°53'21" West, 182.88 feet to a monument on the boundary line as shown on that Record of Survey for the US Fish and Wildlife Service filed in Book 23 Surveys at Page 21, Solano County Records; thence along a said line the following courses:
- 19) South 35°23'15" East, 283.00 feet;
- 20) South 76°49'07" East, 126.64 feet;
- 21) South 35°32'20" East, 429.98 feet;
- 22) South 54°27'00" West, 83.80 feet;
- 23) South 35°28'36" East, 195.67 feet;
- 24) North 54°33'40" East, 83.01 feet;
- 25) South 35°28'43" East, 465.20 feet;
- 26) South 54°24'01" West, 83.18 feet;
- 27) South 35°28'45" East, 135.19 feet;
- 28) North 54°20'22" East, 82.77 feet;
- 29) South 35°38'07" East, 364.61 feet;
- 30) South 54°49'22" West, 83.70 feet;
- 31) South 35°36'39" East, 135.72 feet;
- 32) North 53°54'43" East, 81.36 feet;
- 33) South 35°45'39" East, 368.16 feet;
- 34) South 54°26'50" West, 83.37 feet;
- 35) South 35°32'37" East, 135.40 feet;
- 36) North 54°35'23" East, 82.05 feet;
- 37) South 35°40'56" East, 416.43 feet;
- 38) South 53°45'22" West, 83.91 feet;
- 39) South 35°28'48" East, 135.26 feet;
- 40) North 54°35'13" East, 83.43 feet;
- 41) South 35°30'37" East, 363.95 feet;
- 42) South 54°40'12" West, 85.48 feet;
- 43) South 35°19'34" East, 138.90 feet;
- 44) North 54°34'42" East, 84.59 feet;
- 45) South 35°49'01" East, 189.59 feet to the beginning of a non-tangent curve concave to the northeast and from which the radius of said curve bears North 56°52'15" East;

46) southeasterly along the arc of said curve a distance of 318.52 feet through a central angle of 67°02'52" and having a radius of 272.19 feet;

47) South 03°11'10" East, 41.91 feet to a point on said US Fish and Wildlife Service line; thence leaving said US Fish and Wildlife Service line and continuing,

48) South 03°11'10" East 19.11 feet;

49) North 80°32'17" East, 583.10 feet to the beginning of a tangent curve concave to the southwest;

50) southeasterly along the arc of said curve a distance of 207.22 feet, through a central angle of 69°50'29" and having a radius of 170.00 feet;

51) South 29°37'14" East, 194.67 feet to the beginning of a tangent curve concave to the northeast;

52) southeasterly along the arc of said curve a distance of 33.07 feet, through a central angle of 47°22'12" and having a radius of 40.00 feet;

53) South 76°59'26" East, 558.25 feet;

54) South 52°37'59" East, 290.97 feet;

55) North 02°11'27" East, 236.59 feet to a point on said Tract 38; thence along said Tract 38 the following courses:

56) North 46°45'15" West, 655.18 feet;

57) North 57°40'07" West, 363.10 feet;

58) South 58°29'53" West, 105.59 feet;

59) North 35°45'26" West, 561.19 feet;

60) North 40°00'21" West, 316.90 feet;

61) North 35°15'26" West, 653.65 feet;

62) North 43°30'18" West, 488.54 feet to the point of beginning.

PARCEL 4

COMMENCING at said National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on said Record of Survey as filed in Book 21 Surveys at Page 94, Solano County records, thence South 49°07'08" West 2,752.86 feet to the POINT OF BEGINNING, said point having California Coordinate System 1983, Zone 2 coordinates of N = 1,788,047.33 feet and E = 6,486,172.672 feet; thence from said point of beginning the following courses:

1) North 31° 07' 11" West 106.25 feet;

2) North 05° 21' 29" West 135.82 feet;

3) North 82° 22' 27" West 93.98 feet;

4) South 57° 39' 43" West 146.80 feet;

5) South 25° 43' 32" West 230.55 feet;

6) South 31° 07' 11" East 158.18 feet ;

7) North 58° 52' 49" East 354.05 feet to the point of beginning.

PARCEL 5

COMMENCING at said National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on said Record of Survey as filed in Book 21 Surveys at Page 94, Solano County records, thence South 54°04'33" West 1,462.89 feet to the boundary of Tract 38 as shown on said Record of Survey, said point having California Coordinate System 1983, Zone 2 coordinates of N = 1,788,990.77 feet and E = 6,487,069.39 feet and the POINT OF BEGINNING; thence along said Tract 38 the following courses:

- 1) South 46° 45' 15" East 176.68 feet;
- 2) South 68° 45' 01" East 178.24 feet;
- 3) South 85° 59' 56" East 422.43 feet;
- 4) South 79° 14' 57" East 268.05 feet; thence leaving said Tract 38 boundary:
 - 5) South 13° 13' 26" West 373.09 feet, more or less, to a point of intersection with the shoreline; thence southerly along the shoreline to a point of intersection with the boundary of lands granted to the United States of America in Chapter 1452, Statutes of 1963 and the shoreline as shown on that Map filed in Book 22 Maps at Page 44 Solano County Records, said point bears South 08° 19' 46" West 775.21 from the northerly intersection of said shoreline and said course (17); thence along said grant boundary the following courses:
 - 6) South 38° 08' 25" East 652.07 feet
 - 7) South 79° 30' 03" West 1,639.84 feet; thence leaving said grant boundary:
 - 8) North 07° 56' 47" West 57.78 feet to the southwest monument as shown on said Record of Survey as filed in Book 23 Surveys at Page 21, Solano County records; thence along said boundary the following courses:
 - 9) North 07° 56' 47" West 207.89 feet;
 - 10) South 85° 55' 04" West 511.61 feet;
 - 11) North 21° 11' 34" West 827.72 feet; thence leaving said Record of Survey the following courses:
 - 12) North 58° 52' 49" East 630.17 feet;
 - 13) North 62° 51' 47" East 308.80 feet;
 - 14) North 68° 06' 14" East 394.46 feet;
 - 15) North 34° 38' 21" East 87.98 feet;
 - 16) South 63° 08' 18" East 26.08 feet;
 - 17) North 02° 11' 27" East 534.74 feet to the point of beginning.

PARCEL 6

COMMENCING at said National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on said Record of Survey as filed in Book 21 Surveys at Page 94, Solano County records, thence North 59°24'11" West 13,602.54 feet to the POINT OF BEGINNING, said point having California Coordinate System 1983, Zone 2 coordinates of N = 1,796,772.71 feet and E = 6,476,545.38 feet; thence from said point of beginning the following courses:

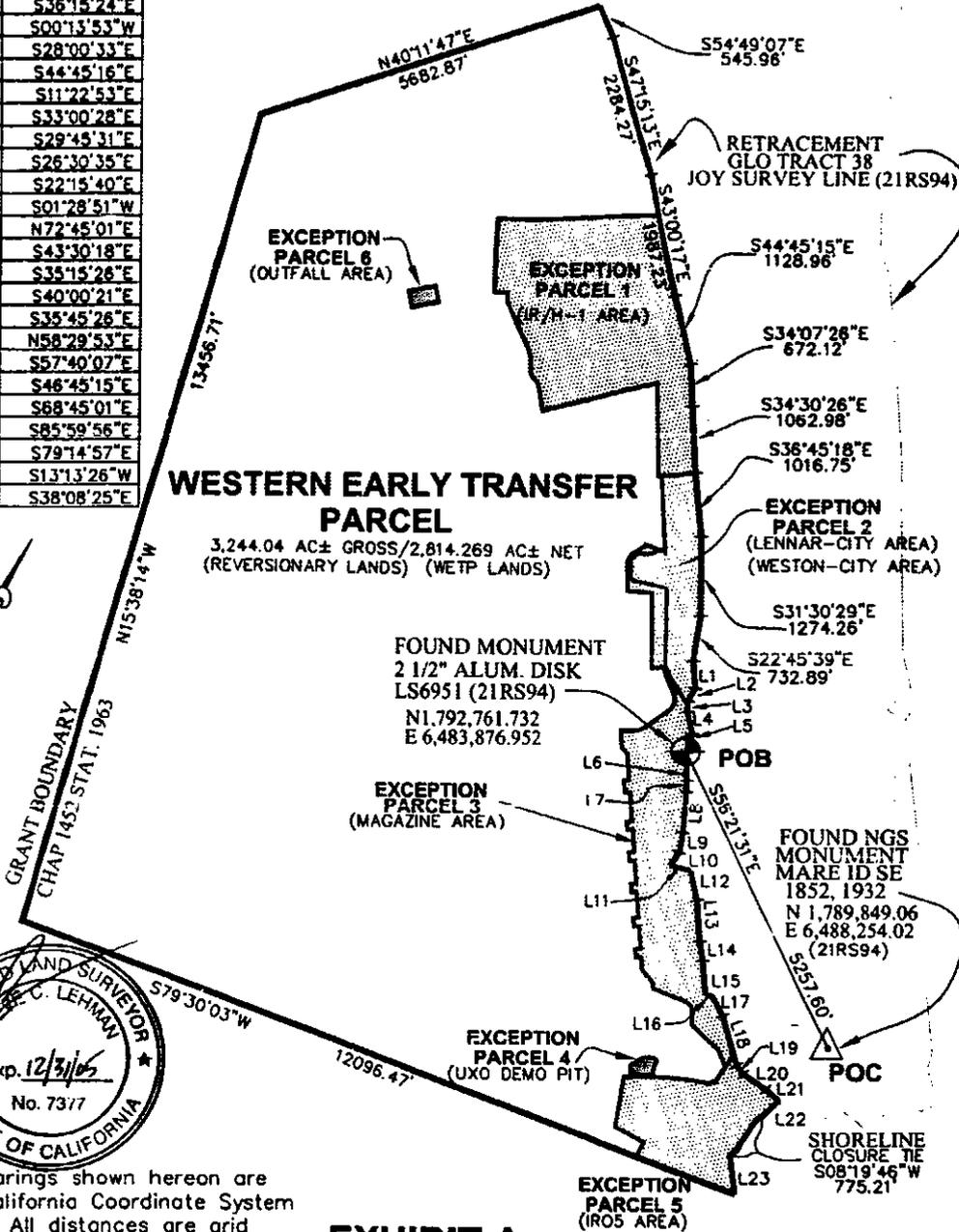
- 1) South 35° 10' 51" East 250.00 feet;
- 2) South 54° 49' 09" West 500.00 feet;
- 3) North 35° 10' 51" West 500.00 feet;
- 4) North 54° 49' 09" East 500.00 feet;
- 5) South 35° 10' 51" East 250.00 feet to the point of beginning.

This description is based on California Coordinate System 1983, Zone 2. All distances are grid and in feet (grid to ground scale factor 0.99993193)

END OF DESCRIPTION



LINE TABLE		
LINE	LENGTH	BEARING
L1	442.34	S36°15'24"E
L2	211.28	S00°13'53"W
L3	191.49	S28°00'33"E
L4	363.13	S44°45'16"E
L5	297.77	S11°22'53"E
L6	475.38	S33°00'28"E
L7	171.67	S29°45'31"E
L8	666.84	S26°30'35"E
L9	323.53	S22°15'40"E
L10	250.92	S01°28'51"W
L11	329.99	N72°45'01"E
L12	488.54	S43°30'18"E
L13	653.65	S35°15'26"E
L14	316.90	S40°00'21"E
L15	561.19	S35°45'26"E
L16	105.59	N58°29'53"E
L17	363.10	S57°40'07"E
L18	831.86	S46°45'15"E
L19	178.24	S68°45'01"E
L20	422.43	S85°59'56"E
L21	268.05	S79°14'57"E
L22	373.09	S13°13'26"W
L23	652.07	S38°08'25"E



NOTE :
 Basis of Bearings shown hereon are based on California Coordinate System 83, Zone 2. All distances are grid and in feet.

EXHIBIT A

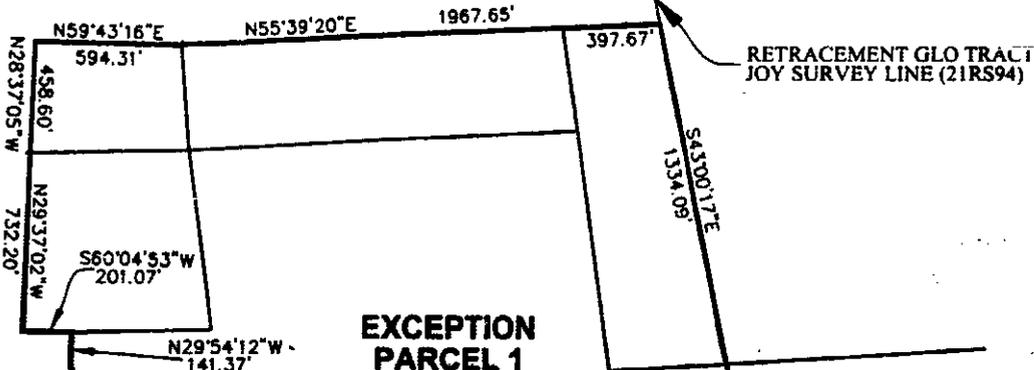
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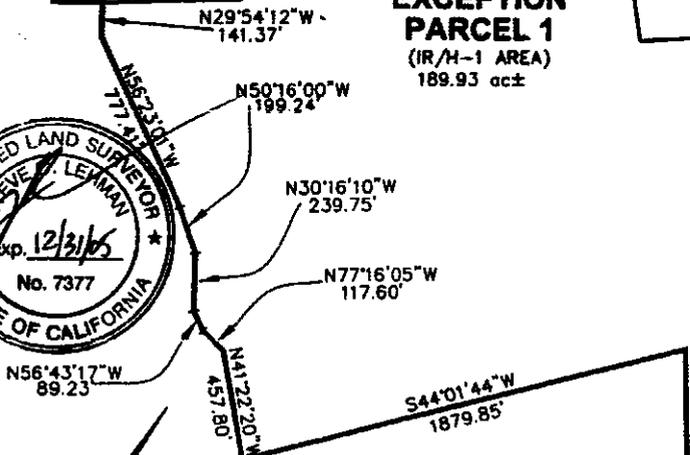
Date _____
 Rev. Date _____

*Western Area Early Transfer Parcel
 Mare Island - Vallejo CA*

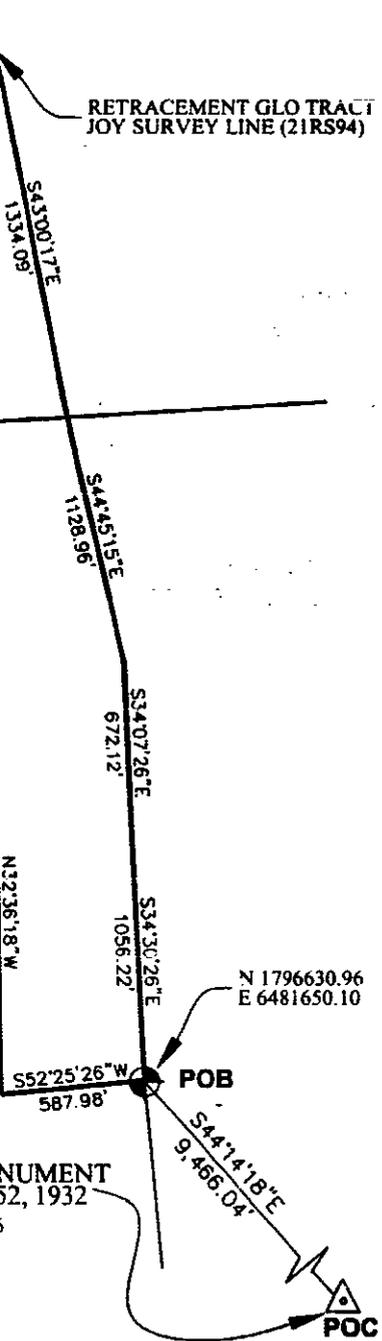
CALIFORNIA STATE LANDS COMMISSION



**EXCEPTION
PARCEL 1**
(IR/H-1 AREA)
189.93 ac±



**WESTERN EARLY TRANSFER
PARCEL**



N 1796630.96
E 6481650.10

NOTE :
Basis of Bearings shown hereon are based on California Coordinate System 83, Zone 2. All distances are grid and in feet.

**FOUND NGS MONUMENT
MARE ID SE 1852, 1932**
N 1,789,849.06
E 6,488,254.02
(21RS94)

EXHIBIT A

Date 06/29/01
Date 07/10/02

*Western Area Early Transfer
Exception Parcel 1
Mare Island - Vallejo CA*

**CALIFORNIA STATE
LANDS COMMISSION**





WESTERN EARLY TRANSFER PARCEL

EXCEPTION PARCEL 1

N 1796630.96
E 6481650.10

S52°25'26"W
530.51'

POB

N34°30'26"W
6.76'

S44°14'18"E
9,466.04'

POC

EXCEPTION PARCEL 2
59.21 AC±

S77°17'20"W
328.82'

S26°15'37"W
270.20'

S03°48'52"E
139.18'

S32°42'18"E
482.36'

N63°19'43"E
380.55'

S27°57'05"E
361.53'

S34°35'37"E
227.83'

N56°07'17"E
233.24'

S58°02'45"E
222.30'

S34°33'18"E
1226.65'

N26°45'18"W
1016.75'

N31°30'29"W
1274.26'

S32°19'26"E
611.22'

N22°45'39"W
732.89'

N36°15'24"W
442.34'

S62°19'18"E
440.70'

**FOUND NGS MONUMENT
MARE ID SE 1852, 1932**
N 1,789,849.06
E 6,488,254.02
(21RS94)

N00°13'53"E
211.28'

N28°00'33"W
65.73'

N58°33'36"E
24.71'

RETRACEMENT GLO TRACT 38
JOY SURVEY LINE (21RS94)



NOTE :
Basis of Bearings shown hereon are based on California Coordinate System 83, Zone 2. All distances are grid and in feet.

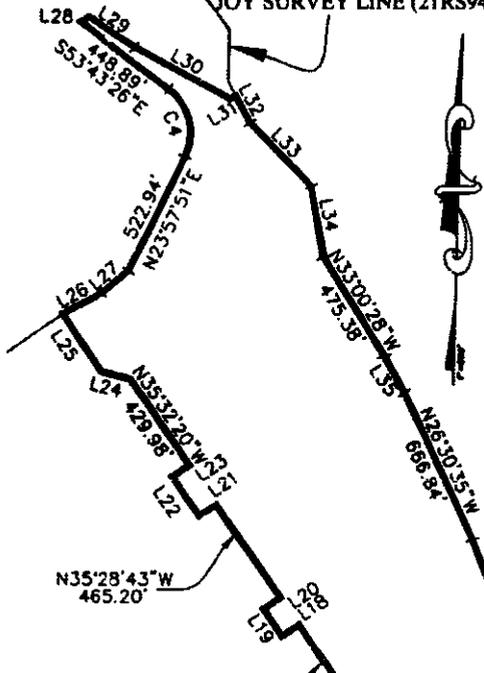
EXHIBIT A

*Western Area Early Transfer
Exception Parce 2
Mare Island - Vallejo CA*

**CALIFORNIA STATE
LANDS COMMISSION**



RETRACEMENT GLO TRACT 38
JOY SURVEY LINE (21RS94)



LINE TABLE					
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	236.59	S02°11'27"W	L19	135.19	S35°28'45"E
L2	290.97	S52°37'59"E	L20	83.18	S54°24'01"W
L3	194.67	S29°37'14"E	L21	83.01	N54°33'40"E
L4	61.02	S03°11'10"E	L22	195.87	S35°28'38"E
L5	189.59	S35°49'01"E	L23	83.00	S54°27'00"W
L6	84.59	N54°34'42"E	L24	126.64	S76°49'07"E
L7	138.90	S35°19'34"E	L25	283.00	S35°23'15"E
L8	85.48	S54°40'12"W	L26	182.88	S59°53'21"W
L9	83.43	N54°35'13"E	L27	142.49	S48°31'45"W
L10	135.26	S35°28'48"E	L28	39.42	S56°07'17"W
L11	83.91	S35°45'22"W	L29	222.30	N58°02'45"W
L12	82.05	N54°35'23"E	L30	440.70	N62°19'18"W
L13	135.40	S35°32'37"E	L31	24.71	S58°33'36"W
L14	83.37	S54°26'50"W	L32	125.76	N28°00'33"W
L15	81.36	N53°54'43"E	L33	363.13	N44°45'18"W
L16	135.72	S35°38'39"E	L34	297.77	N11°22'53"W
L17	83.70	S54°48'22"W	L35	171.67	N29°45'31"W
L18	82.77	N54°20'22"E	L36	105.59	S58°29'53"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	Delta
C1	33.07	40.00	47°22'12"
C2	207.22	170.00	69°50'29"
C3	318.52	272.19	67°02'52"
C4	311.86	230.00	77°41'17"

POB N 1791164.92
E 6484950.01

EXCEPTION PARCEL 3



**WESTERN EARLY TRANSFER
PARCEL**

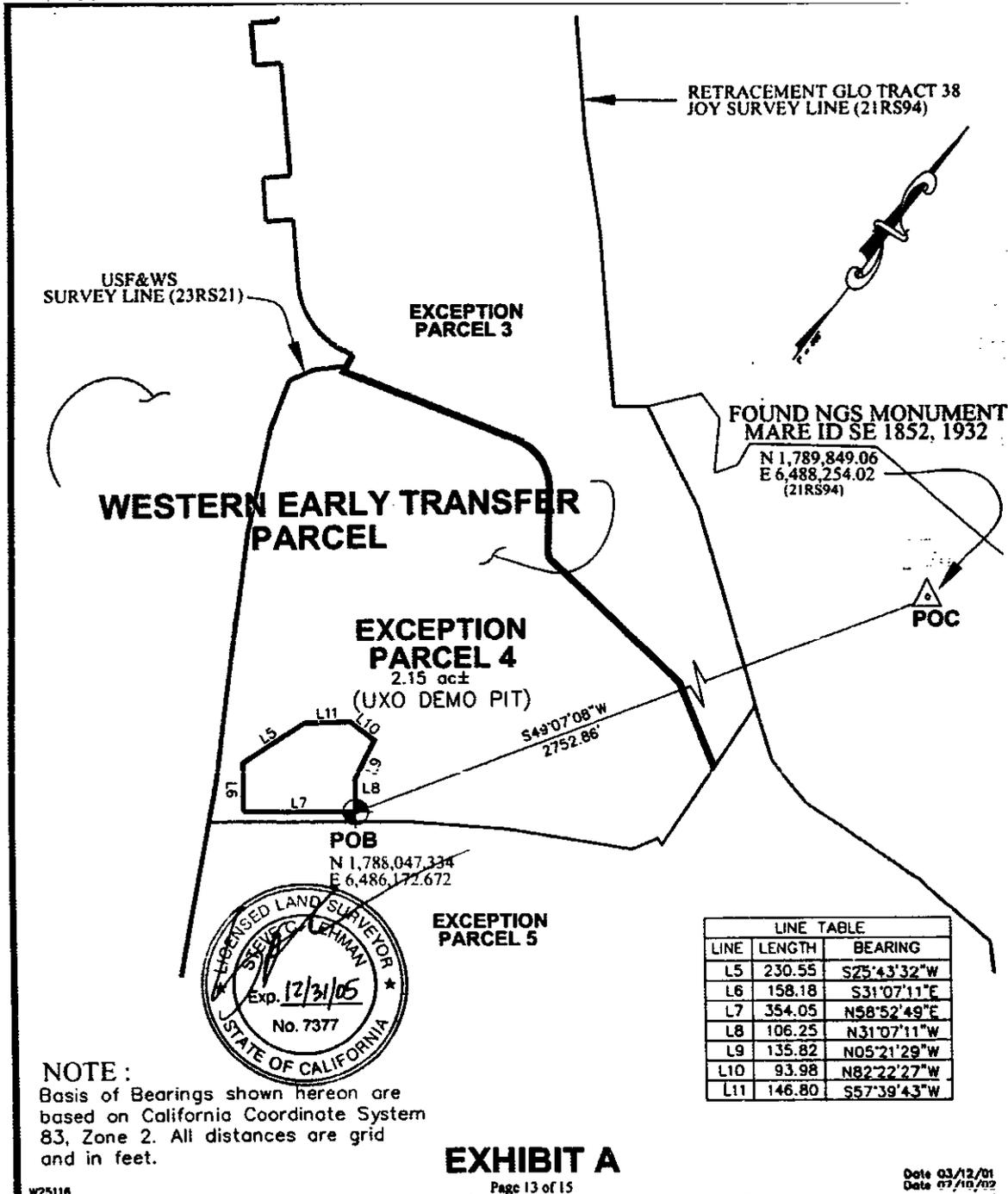
NOTE :
Basis of Bearings shown hereon are based on California Coordinate System 83, Zone 2. All distances are grid and in feet.

EXHIBIT A

*Western Area Early Transfer
Exception Parcel 3
Mare Island - Vallejo CA*

**CALIFORNIA STATE
LANDS COMMISSION**





*Western Area Early Transfer
Exception Parcel 4
Mare Island - Vallejo CA*

**CALIFORNIA STATE
LANDS COMMISSION**



USF&WS
SURVEY LINE (23RS21)

EXCEPTION
PARCEL 4

RETRACEMENT GLO LOT 38
JOY SURVEY LINE (21RS94)

WESTERN EARLY TRANSFER
PARCEL

FOUND NGS MONUMENT
MARE ID SE 1852, 1932
N 1,789,849.06
E 6,488,254.02
(21RS94)

EXCEPTION
PARCEL 4

N 1,788,990.770
E 6,487,069.387

POB S54°04'33"W
1,462.89

POC

N58°52'49"E
630.17

N62°51'47"E
308.80'

L1

L2 N02°11'27"E
534.74

L5

L6 S79°14'57"E
268.05'

N21°11'34"W
827.72

EXCEPTION
PARCEL 5
71.26 ac±
(IRO5 AREA)

CLOSURE TIE
N08°19'46"E
775.21'

SHORELINE

S85°55'04"W
511.61'

N07°56'47"W
265.67'

S79°30'03"W
1639.84'

N38°08'25"W
652.07'

LINE TABLE		
LINE	LENGTH	BEARING
L1	394.46	N68°06'14"E
L2	87.98	N34°38'21"E
L3	26.08	S63°08'18"E
L4	176.68	S46°45'15"E
L5	178.24	S68°45'01"E
L6	422.43	S85°59'56"E

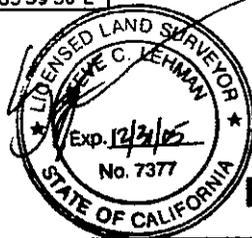


EXHIBIT A

NOTE :

Basis of Bearings shown hereon are based on California Coordinate System 83, Zone 2. All distances are grid and in feet.

W25116

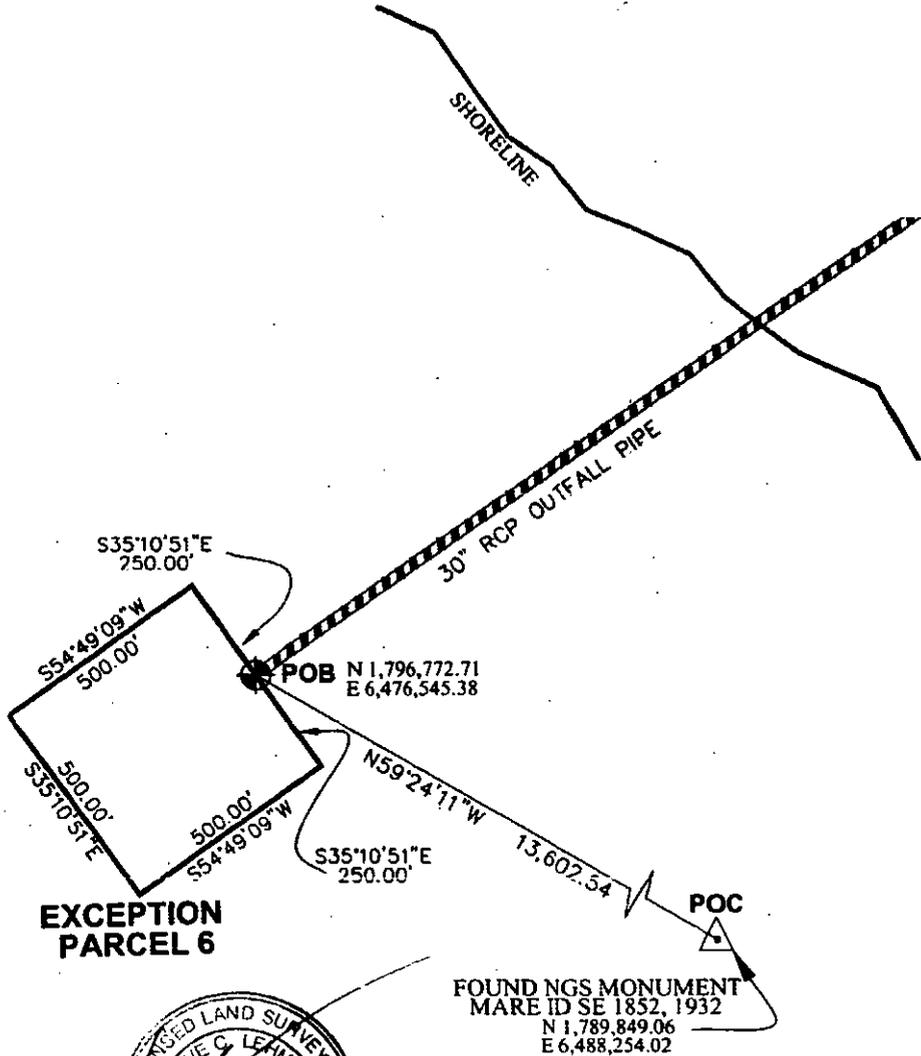
Page 14 of 15

Date 03/12/01
Date 07/10/02

Western Area Early Transfer
Exception Parcel 5
Mare Island - Vallejo CA

CALIFORNIA STATE
LANDS COMMISSION





**EXCEPTION
PARCEL 6**



**FOUND NGS MONUMENT
MARE ID SE 1852, 1932**
N 1,789,849.06
E 6,488,254.02

NOTE :
Basis of Bearings shown hereon are based on California Coordinate System 83, Zone 2. All distances are grid and in feet.

EXHIBIT A

*Western Area Early Transfer
Exception Parcel 6
Mare Island - Vallejo CA*

**CALIFORNIA STATE
LANDS COMMISSION**



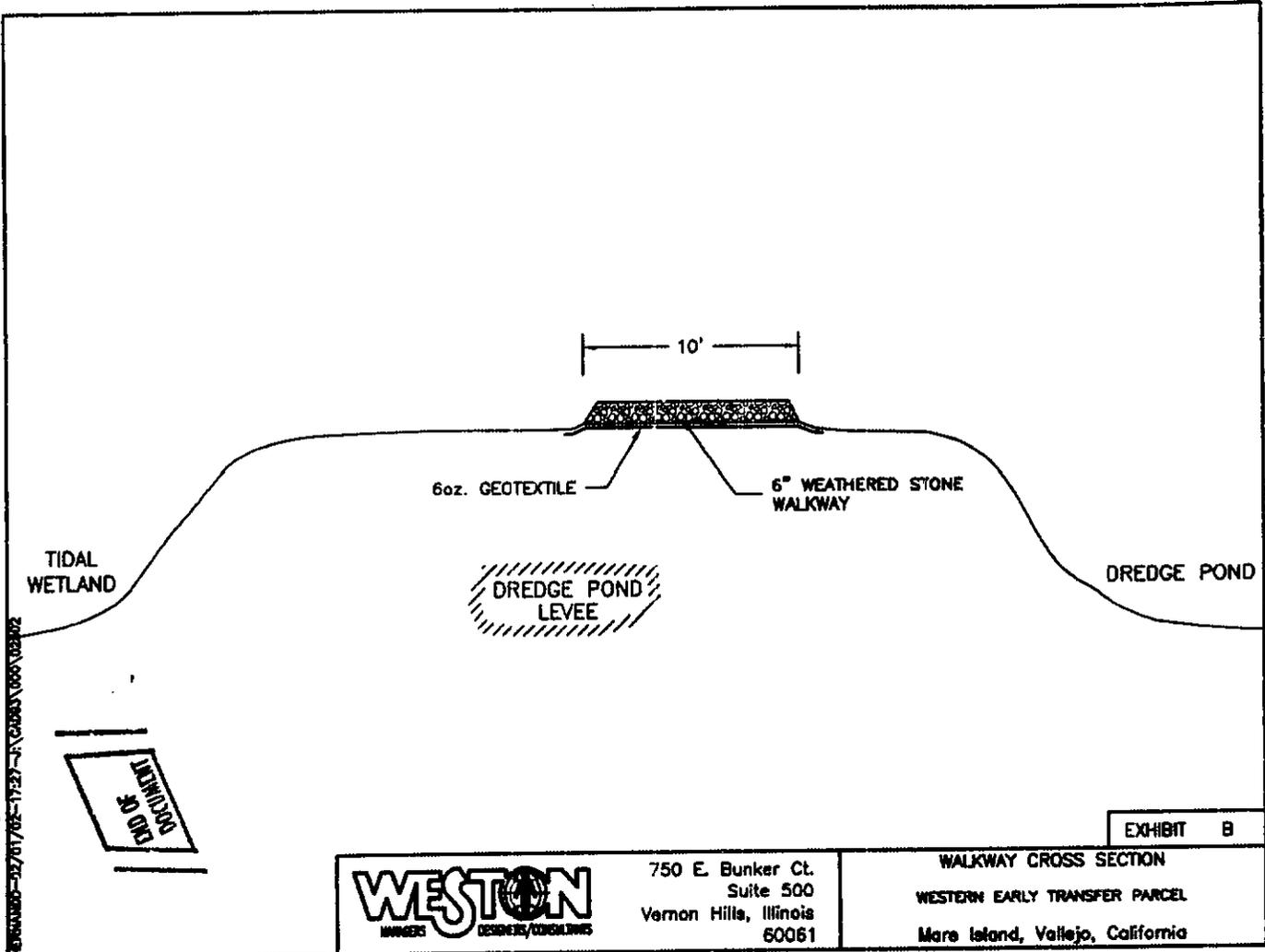


EXHIBIT B



750 E. Bunker Ct.
Suite 500
Vernon Hills, Illinois
60061

WALKWAY CROSS SECTION
WESTERN EARLY TRANSFER PARCEL
Mare Island, Vallejo, California

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END OF
SECTION