

RECORDING REQUESTED BY:

Pacific Gas and Electric Company  
3401 Crow Canyon Road  
San Ramon, California 94583

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
700 Heinz Avenue  
Berkeley, California 94710  
Attention: Mr. Mark Piros, P.E., Unit Chief  
Brownfields and Environmental  
Restoration Program



2011-0025912 06/29/2011 08:20:21 AM

OFFICIAL RECORDS OF Santa Cruz County  
Sean Saldavia Recorder  
RECORDING FEE: \$105.00  
COUNTY TAX: \$0.00  
CITY TAX: \$0.00

CONFORMED COPY

COVE  
31 PGS

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## COVENANT TO RESTRICT USE OF PROPERTY

### ENVIRONMENTAL RESTRICTION

Re: County of Santa Cruz APN No. 017-241-004;  
**Pacific Gas and Electric Company – Watsonville Service Center**  
11 Walker Street  
Watsonville, California

**DTSC Site No. 201433**

This Covenant and Agreement ("Covenant") is made by and between Pacific Gas and Electric Company (the "Covenantor"), the current owner of property situated in the City of Watsonville, County of Santa Cruz, State of California, described in Exhibit "A" and depicted in Exhibit "B," attached, (the "Property"), and the California Environmental Protection Agency, Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5 that the use of the Property be

restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property, totaling approximately 3.6 acres, is more particularly described and depicted in the attached Exhibits "A" and "B". The Property is located in the area now generally bounded by Walker Street on the northeast, and the Pajaro River to the southeast, and industrial/commercial properties on the northwest and southwest. The Property is also generally described as Santa Cruz County Assessor's Parcel No. 017-241-004.

1.02. The Covenantor remediated the Property including implementing a Removal Action Work Plan, developed in accordance with Health and Safety Code, division 20, chapter 6.8, under the oversight of the Department. The Removal Action Work Plan, including a Health Risk Assessment, and a notice of exemption, pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., were released for public review and comment and subsequently approved by the Department on May 27, 2008 and May 2, 2008, respectively. Remediation included removal of contaminated soil in accessible areas of the Property and installing a gunite cap over a portion of the Property. The installed gunite cap, along with existing asphalt-concrete pavement, the existing main office building and loading dock, and gravel base rock and equipment in the portion of the Property occupied by the substation will function as a cap over contaminated or potentially contaminated soil (collectively referred to hereafter as the "Cap"). Post-remediation groundwater monitoring and recording this Covenant to limit the Property to commercial or industrial use only are additional components of the remedy identified by the Removal Action Work Plan. Contaminated soil in accessible areas of the Property was excavated and properly disposed of at a permitted off-site facility. The excavated areas were then backfilled

with clean imported fill materials. The portion of the Property that is covered by the Cap is referred to as the "Capped Areas" and is more particularly described and depicted in Exhibit "C" and Exhibit "D". Remediation also includes the installation and ongoing semiannual sampling of groundwater monitoring wells ("Monitoring Wells"). The location of the Monitoring Wells that comprise the groundwater monitoring system ("Groundwater Monitoring System") are shown on Exhibit "E". The maintenance, inspection, and repair of the Cap and ongoing semiannual sampling of the Groundwater Monitoring System are required to be performed pursuant to an Operation and Maintenance Plan and Groundwater Monitoring Plan, respectively, that are incorporated into the Operation and Maintenance Agreement between Covenantor and the Department dated **June 24 2011**.

1.03. As detailed in the Final Removal Action Completion Report approved by the Department on March 22, 2011, a portion of the surface and subsurface soils within 18 feet of the ground surface of the Property contain hazardous substances, as defined in Health and Safety Code section 25316, which are also hazardous materials as defined in Health and Safety Code section 25260, at concentrations above the unrestricted use cleanup goals established in the Removal Action Work Plan. The hazardous substances that remain in soil in concentrations above the unrestricted cleanup goals include polycyclic aromatic hydrocarbons ("PAHs") ranging in concentration from non-detectable ("ND") to 124 milligrams per kilograms ("mg/kg"); total petroleum hydrocarbons ("TPH") ranging in concentration from TPH-gasoline, ND to 6,200 mg/kg; TPH-diesel, ND to 1,500 mg/kg; TPH-motor oil, ND to 4,300 mg/kg; and arsenic ranging in concentration from 2.38 to 341 mg/kg. Based on the Final Risk Assessment, included in the Final Removal Action Completion Report, the Department 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 human health risk. The Department further concluded that the Property, as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human health or safety or the environment, if limited to commercial and industrial use.

ARTICLE II  
DEFINITIONS

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

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

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

2.06. Owner. "Owner" means the Covenantor, and all successors in interest including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III  
GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code 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) 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/Occupants. Pursuant to the Health and Safety Code, 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, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.04. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.05. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of

Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering the Covenant.

ARTICLE IV  
RESTRICTIONS AND REQUIREMENTS

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 public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.02. Soil Management.

- (a) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed on the capped areas without a Soil Management Plan approved by the Department in advance.
- (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.03. Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) Drilling for any water, oil, or gas without prior written approval by the Department.

- (b) Extraction of groundwater except as approved by the Department in a Groundwater Management or Sampling Plan.

4.04. Non-Interference with Cap and Groundwater Monitoring System.

- (a) Activities that may disturb the Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted in the Capped Areas without prior written approval by the Department.
- (b) All uses and development of the Property shall preserve the integrity or effectiveness of the Cap.
- (c) All uses shall preserve the physical accessibility to and integrity of the Groundwater Monitoring System.
- (d) The Cap and Groundwater Monitoring System shall not be altered without prior written approval by the Department.

4.04. 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 in order to protect the public health or safety, or the environment.

4.05 Access for Implementing Operation and Maintenance. The Owner or the entity responsible for implementing the Operation and Maintenance Plan shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Plan until the Department determines that no further Operation and Maintenance is required.

4.06. 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 for its approval by January 31st 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 within 10 days of its original transmission.

## ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

## ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01. Variance. Owner, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02. Termination or Partial Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or partial termination of one or

more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its 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 Santa Cruz 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 Owner: Pacific Gas and Electric Company  
3401 Crow Canyon Road  
San Ramon, California 94583  
Attention: Tom Wilson, Director, Environmental  
Remediation

And

To Department: Mr. Mark Piros, P.E., Unit Chief  
Department of Toxic Substances Control  
Brownfields and Environmental Restoraton Program  
700 Heinz Avenue  
Berkeley, California 94710

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 this Covenant or any of its terms are 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. Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor; Pacific Gas and Electric Company:

By: 

Des Bell,

Title: Sr. Vice President Shared Services

Date: 6/24/2011

Department of Toxic Substances Control:

By: 

Title: Mark Piros, P.E., Unit Chief

Brownfields and Environmental Restoration Program

Date: 6/27/2011

State of California

County of San Francisco

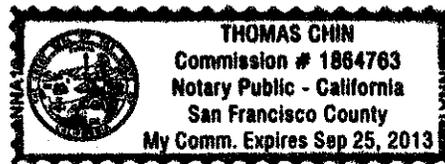
On June 24, 2011 before me,

Thomas Chin, Notary Public

(space above this line is for name and title of the officer/notary),

personally appeared Des Bell, who 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. 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,



Thomas Chin

(seal)

Signature of Notary Public

State of California

County of Alameda

On June 27, 2011 before me,

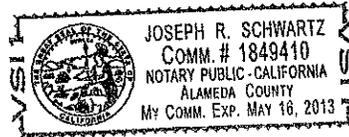
Joseph R Schwartz Notary Public

*(space above this line is for name and title of the officer/notary),*

personally appeared Mark Piroo, who 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. 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,

JRS (seal)  
Signature of Notary Public







### EXPLANATION

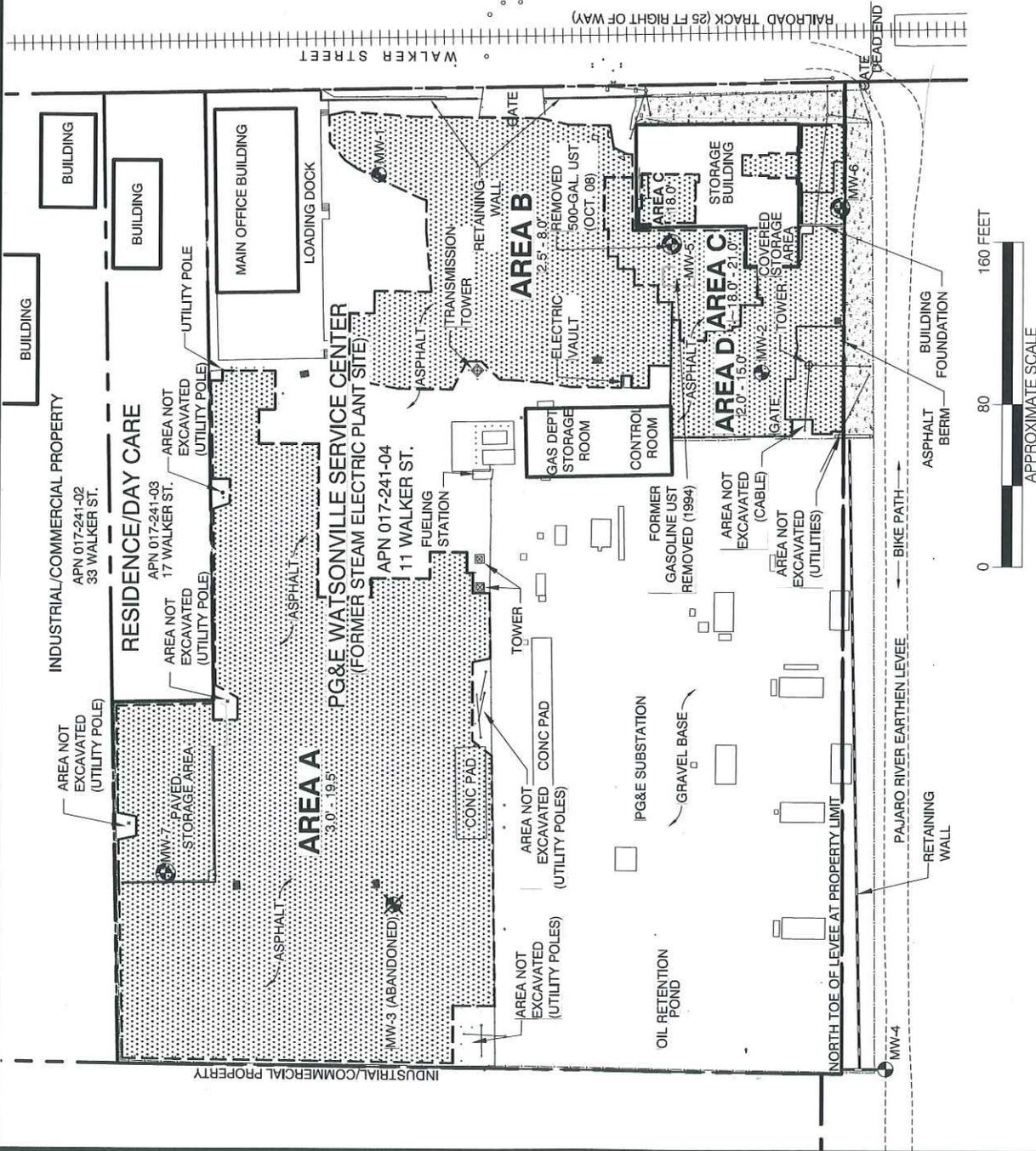
- PROPERTY LINE
- - - FENCE
- ++++ RAILROAD
- GUY WIRE/OVERHEAD ELECTRICAL LINE
- - - FINAL LIMIT OF EXCAVATION
- [ ] EXISTING BUILDING
- [ ] AREA CAPPED WITH GUNITE (2009)
- [ ] EXCAVATED SOIL AREA (2008-2009)
- MW-1 [ ] EXISTING MONITORING WELL (2003)
- MW-3 [ ] DESTROYED MONITORING WELL (2009)
- MW-7 [ ] APPROXIMATE POST-REMEDIATION MONITORING WELL (2011)
- [ ] DRAIN BOX INLET

EXHIBIT B

### SITE PLAN

PG&E WATSONVILLE SERVICE CENTER  
11 WALKER STREET  
WATSONVILLE, CALIFORNIA

**TERRA PACIFIC GROUP**  
Environmental Engineering, Consulting, and Construction



SOURCE:  
FIELD TOPOGRAPHIC SURVEY COMPLETED BY ROPER  
ENGINEERING JULY 30, 2009. SURVEY BASED ON CITY OF  
WATSONVILLE BENCHMARK W-1236, DATUM NGVD 1929.



### EXPLANATION

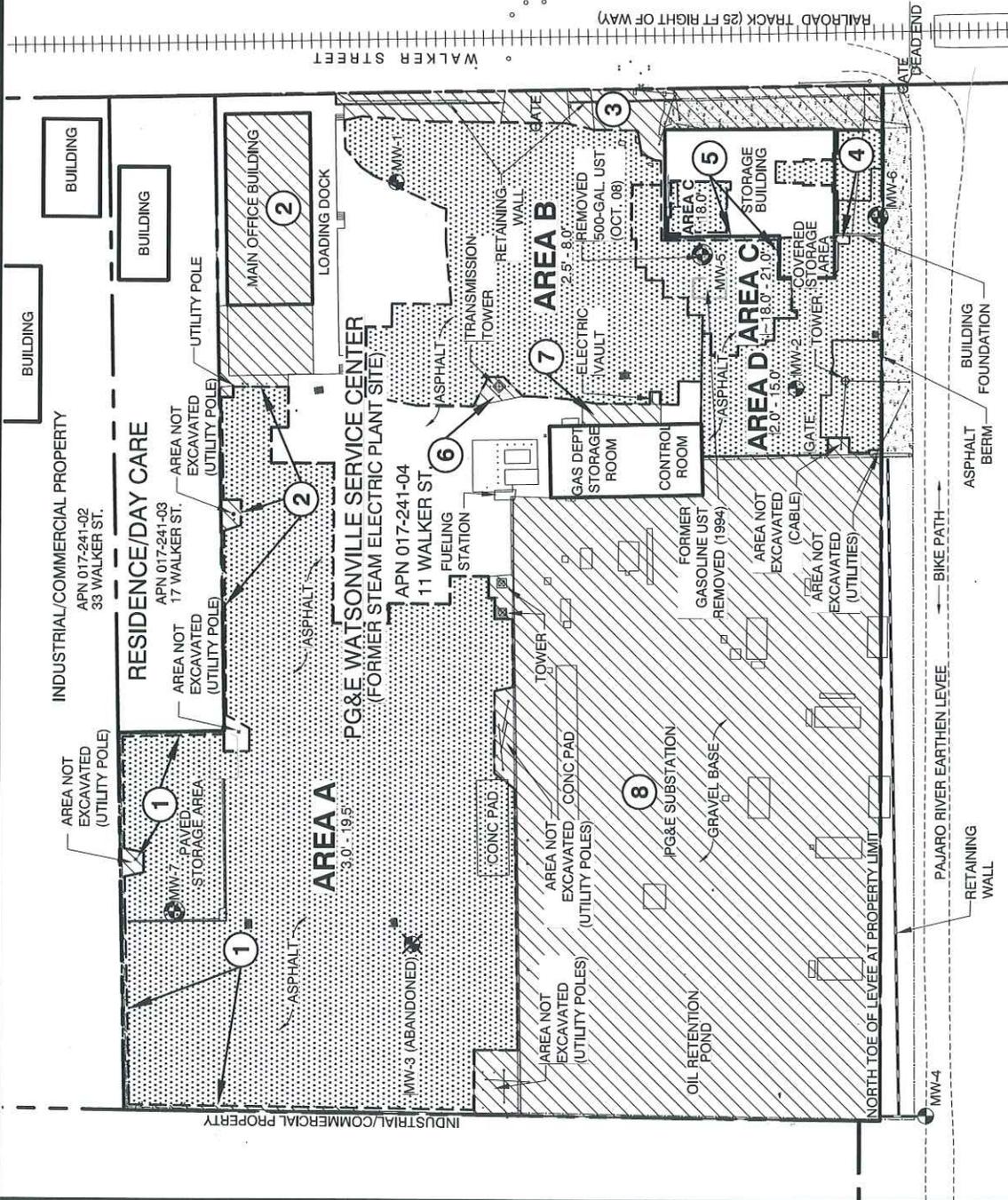
	PROPERTY LINE
	FENCE
	RAILROAD
	GUY WIRE/OVERHEAD ELECTRICAL LINE
	FINAL LIMIT OF EXCAVATION
	EXISTING BUILDING
	AREA CAPPED WITH GUNITE (2009)
	EXCAVATED SOIL AREA (2008-2009)
	CAPPED AREA (RESTRICTED SOIL AREA)
	RESTRICTED AREA IDENTIFICATION
	EXISTING MONITORING WELL (2003)
	DESTROYED MONITORING WELL (2009)
	APPROXIMATE POST-REMEDIATION MONITORING WELL (2011)
	DRAIN BOX INLET

EXHIBIT C

### CAPPED AREAS MAP

PG&E WATSONVILLE SERVICE CENTER  
11 WALKER STREET  
WATSONVILLE, CALIFORNIA

**TERRA PACIFIC GROUP**  
Environmental Engineering, Consulting, and Construction



**NOTES:**

- RESTRICTED AREAS ARE SHOWN HEREIN AS DEFINED IN THE FINAL REMOVAL ACTION COMPLETION REPORT PREPARED BY TERRA PACIFIC GROUP, DATED MARCH 1, 2011 AND APPROVED BY DTSC ON MARCH 22, 2011.
- RESTRICTED AREA LEGAL DESCRIPTIONS ARE INCLUDED IN APPENDIX A OF THE SOIL MANAGEMENT AND OPERATION AND MAINTENANCE PLAN.

SOURCE:  
FIELD TOPOGRAPHIC SURVEY COMPLETED BY ROPER ENGINEERING JULY 30, 2009. SURVEY BASED ON CITY OF WATSONVILLE BENCHMARK W-1236, DATUM NGVD 1929.

**EXHIBIT D**  
**LEGAL DESCRIPTIONS OF CAPPED AREAS**

**RESTRICTED AREA 1**

SITUATE in the City of Watsonville, County of Santa Cruz, State of California and

BEING a restricted area over a portion of the lands conveyed to Coast Counties Light and Power Company by deed recorded in Volume 236 of Deeds at Page 407, Santa Cruz County Records as shown on the map entitled "Record of Survey of the lands of Ilija Bulaich Et Al." recorded in Volume 86 of Maps at Page 17, Santa Cruz County Records and being more particularly described as follows:

BEGINNING at an angle point in the northwest boundary of the above referenced lands of Coast Counties, from which the most northern corner of said lands bears North 39°54'15" East 299.60 feet distant; thence from said point of beginning, leaving said northwest boundary

1. South 44°27'08" West 1.64 feet; thence
2. North 50°21'02" West 47.89 feet; thence
3. South 39°57'29" West 52.75 feet; thence
4. South 37°53'39" East 9.34 feet; thence
5. South 41°00'03" West 9.54 feet; thence
6. North 60°20'06" West 9.11 feet; thence
7. South 39°42'52" West 107.43 feet; thence
8. South 48°19'49" East 111.02 feet; thence
9. South 42°00'30" West 2.40 feet to the southwest boundary of said lands of Coast Counties; thence along said southwest and northwest boundaries
10. North 48°21'19" West 113.29 feet; thence
11. North 39°54'15" East 177.54 feet; thence
12. South 50°05'45" East 50.08 feet to said point of beginning.

**EXHIBIT D**  
**LEGAL DESCRIPTIONS OF CAPPED AREAS**

RESTRICTED AREA 2

SITUATE in the City of Watsonville, County of Santa Cruz, State of California and

BEING a restricted area over a portion of the lands conveyed to Coast Counties Light and Power Company by deed recorded in Volume 236 of Deeds at Page 407, Santa Cruz County Records as shown on the map entitled "Record of Survey of the lands of Ilija Bulaich Et Al." recorded in Volume 86 of Maps at Page 17, Santa Cruz County Records and being more particularly described as follows:

BEGINNING at a point on the northwest boundary of the above referenced lands of Coast Counties, from which the most northern corner of said lands bears North 39°54'15" East 102.80 feet distant; thence from said point of beginning leaving said northwest boundary

1. South 53°59'44" East 4.57 feet; thence
2. North 39°59'43" East 90.11 feet; thence
3. South 50°00'17" East 40.12 feet; thence
4. South 39°59'54" West 90.11 feet; thence
5. South 39°47'01" West 32.95 feet; thence
6. North 50°03'01" West 11.85 feet; thence
7. South 41°00'03" West 5.88 feet; thence
8. North 48°59'57" West 26.05 feet; thence
9. South 41°00'03" West 5.00 feet; thence
10. North 48°59'57" West 5.89 feet; thence
11. South 41°00'03" West 7.00 feet; thence
12. South 48°59'57" East 0.53 feet; thence
13. South 39°45'08" West 41.43 feet; thence
14. South 48°59'57" East 8.36 feet; thence
15. South 41°00'03" West 12.00 feet; thence
16. North 66°49'17" West 8.51 feet; thence

**EXHIBIT D**  
**LEGAL DESCRIPTIONS OF CAPPED AREAS**

17. South 39°59'33" West 86.88 feet; thence
18. North 48°59'57" West 1.11 feet to the northwest boundary of said lands of Coast Counties; thence along said northwest boundary
19. North 39°54'15" East 192.88 feet to the point of beginning.

**EXHIBIT D**  
**LEGAL DESCRIPTIONS OF CAPPED AREAS**

**RESTRICTED AREA 3**

SITUATE in the City of Watsonville, County of Santa Cruz, State of California and

BEING a restricted area over a portion of the lands conveyed to Coast Counties Light and Power Company by deed recorded in Volume 236 of Deeds at Page 407, Santa Cruz County Records as shown on the map entitled "Record of Survey of the lands of Ilija Bulaich Et Al." recorded in Volume 86 of Maps at Page 17, Santa Cruz County Records and being more particularly described as follows:

BEGINNING at a point on the southeast boundary of the above referenced lands of Coast Counties, from which the most eastern corner of said lands bears North 41°00'00" East 18.97 distant; thence from said point of beginning leaving said southeast boundary

1. North 53°20'09" West 22.78 feet; thence
2. North 49°23'14" West 80.19 feet; thence
3. South 40°30'21" West 14.45 feet; thence
4. North 44°45'26" West 5.18 feet; thence
5. North 23°20'48" West 7.10 feet; thence
6. North 30°28'27" East 11.12 feet; thence
7. North 48°26'20" West 21.26 feet; thence
8. North 36°29'50" West 13.12 feet; thence
9. North 49°02'39" West 61.92 feet; thence
10. North 45°37'58" West 34.06 feet; thence
11. North 61°38'01" West 8.44 feet; thence
12. North 40°17'15" East 7.69 feet; thence
13. North 49°49'09" West 2.99 feet; thence
14. North 40°09'09" East 5.57 feet to the northeast boundary of said lands of Coast Counties; thence along said northeast and southeast boundaries
15. South 50°05'45" East 257.80 feet; thence
16. South 41°00'00" West 18.97 feet to said point of beginning.

**EXHIBIT D**  
**LEGAL DESCRIPTIONS OF CAPPED AREAS**

RESTRICTED AREA 4

SITUATE in the City of Watsonville, County of Santa Cruz, State of California and

BEING a restricted area over a portion of the lands conveyed to Coast Counties Light and Power Company by deed recorded in Volume 236 of Deeds at Page 407, Santa Cruz County Records as shown on the map entitled "Record of Survey of the lands of Ilija Bulaich Et Al." recorded in Volume 86 of Maps at Page 17, Santa Cruz County Records and being more particularly described as follows:

BEGINNING at a point from which the most eastern corner of the above referenced lands of Coast Counties bears North 53°43'20" East 71.54 feet distant; thence from said point of beginning

1. South 41°11'19" West 4.05 feet; thence
2. North 48°59'45" West 6.75 feet; thence
3. North 40°47'58" East 3.04 feet; thence
4. South 48°56'13" East 0.45 feet; thence
5. North 41°03'47" East 1.01 feet; thence
6. South 49°04'46" East 6.32 feet to said point of beginning.

**EXHIBIT D**  
**LEGAL DESCRIPTIONS OF CAPPED AREAS**

**RESTRICTED AREA 5**

SITUATE in the City of Watsonville, County of Santa Cruz, State of California and

BEING a restricted area over a portion of the lands conveyed to Coast Counties Light and Power Company by deed recorded in Volume 236 of Deeds at Page 407, Santa Cruz County Records as shown on the map entitled "Record of Survey of the lands of Ilija Bulaich Et Al." recorded in Volume 86 of Maps at Page 17, Santa Cruz County Records and being more particularly described as follows:

BEGINNING at a point from which the most eastern corner of the above referenced lands of Coast Counties bears North 75°19'02" East 86.08 feet distant; thence from said point of beginning

1. South 40°37'55" West 19.43 feet; thence
2. South 49°17'48" East 26.23 feet; thence
3. South 41°03'47" West 0.99 feet; thence
4. North 49°18'40" West 27.22 feet; thence
5. North 40°37'55" East 18.33 feet; thence
6. North 49°37'58" West 55.25 feet; thence
7. North 40°19'40" East 2.05 feet; thence
8. South 49°40'34" East 56.26 feet to said point of beginning.

**EXHIBIT D**  
**LEGAL DESCRIPTIONS OF CAPPED AREAS**

RESTRICTED AREA 6

SITUATE in the City of Watsonville, County of Santa Cruz, State of California and

BEING a restricted area over a portion of the lands conveyed to Coast Counties Light and Power Company by deed recorded in Volume 236 of Deeds at Page 407, Santa Cruz County Records as shown on the map entitled "Record of Survey of the lands of Ilija Bulaich Et Al." recorded in Volume 86 of Maps at Page 17, Santa Cruz County Records and being more particularly described as follows:

BEGINNING at a point from which the most northern corner of the above referenced lands of Coast Counties bears North 1°03'01" East 190.80 feet distant; thence from said point of beginning

1. North 67°59'10" East 15.71 feet; thence
2. South 48°59'57" East 7.07 feet; thence
3. South 4°42'21" East 12.89 feet; thence
4. North 61°02'53" West 23.95 feet to said point of beginning.

**EXHIBIT D**  
**LEGAL DESCRIPTIONS OF CAPPED AREAS**

**RESTRICTED AREA 7**

SITUATE in the City of Watsonville, County of Santa Cruz, State of California and

BEING a restricted area over a portion of the lands conveyed to Coast Counties Light and Power Company by deed recorded in Volume 236 of Deeds at Page 407, Santa Cruz County Records as shown on the map entitled "Record of Survey of the lands of Ilija Bulaich Et Al." recorded in Volume 86 of Maps at Page 17, Santa Cruz County Records and being more particularly described as follows:

BEGINNING at a point from which the most northern corner of the above referenced lands of Coast Counties bears North 9°28'16" West 225.32 feet distant; thence from said point of beginning

1. South 42°01'06" East 7.05 feet; thence
2. South 48°59'57" East 25.17 feet; thence
3. North 41°00'03" East 5.88 feet; thence
4. South 48°59'57" East 4.99 feet; thence
5. South 41°00'03" West 15.79 feet; thence
6. North 50°14'48" West 37.17 feet; thence
7. North 41°00'03" East 11.57 feet to said point of beginning.

**EXHIBIT D**  
**LEGAL DESCRIPTIONS OF CAPPED AREAS**

RESTRICTED AREA 8

SITUATE in the City of Watsonville, County of Santa Cruz, State of California and

BEING a restricted area over a portion of the lands conveyed to Coast Counties Light and Power Company by deed recorded in Volume 236 of Deeds at Page 407, Santa Cruz County Records as shown on the map entitled "Record of Survey of the lands of Ilija Bulaich Et Al." recorded in Volume 86 of Maps at Page 17, Santa Cruz County Records and being more particularly described as follows:

BEGINNING at a point on the southwest boundary of said lands of Coast Counties, from which the most southern corner of said lands bears South 48°21'19" East 193.19 feet distant; thence from said point of beginning, leaving said southwest boundary

1. North 41°00'03" East 30.59 feet; thence
2. South 48°59'57" East 20.53 feet; thence
3. North 40°04'25" East 123.10 feet; thence
4. North 11°31'46" West 11.95 feet; thence
5. North 41°00'03" East 38.65 feet; thence
6. South 61°41'41" East 8.93 feet; thence
7. North 40°04'25" East 32.13 feet; thence
8. North 48°59'57" West 8.19 feet; thence
9. North 41°00'03" East 9.88 feet; thence
10. North 48°59'57" West 3.07 feet; thence
11. North 41°00'03" East 10.03 feet; thence
12. South 53°45'31" East 10.96 feet; thence
13. North 40°04'58" East 36.85 feet; thence
14. South 47°29'38" East 18.96 feet; thence
15. South 50°15'42" East 71.69 feet; thence
16. North 39°44'18" East 18.75 feet; thence

**EXHIBIT D**  
**LEGAL DESCRIPTIONS OF CAPPED AREAS**

17. South 50°11'07" East 59.83 feet; thence
18. North 41°00'03" East 8.21 feet; thence
19. South 48°59'57" East 10.00 feet; thence
20. South 41°00'03" West 7.03 feet; thence
21. South 48°59'57" East 9.51 feet; thence
22. North 41°00'03" East 1.34 feet; thence
23. South 48°59'57" East 5.49 feet to the southeast boundary of said lands of Coast Counties; thence along said southeast and southwest boundaries
24. South 41°00'00" West 317.09 feet; thence
25. North 48°21'19" West 191.37 feet to said point of beginning.

Compiled by Roper Engineering, Job No. 06036, April 2011

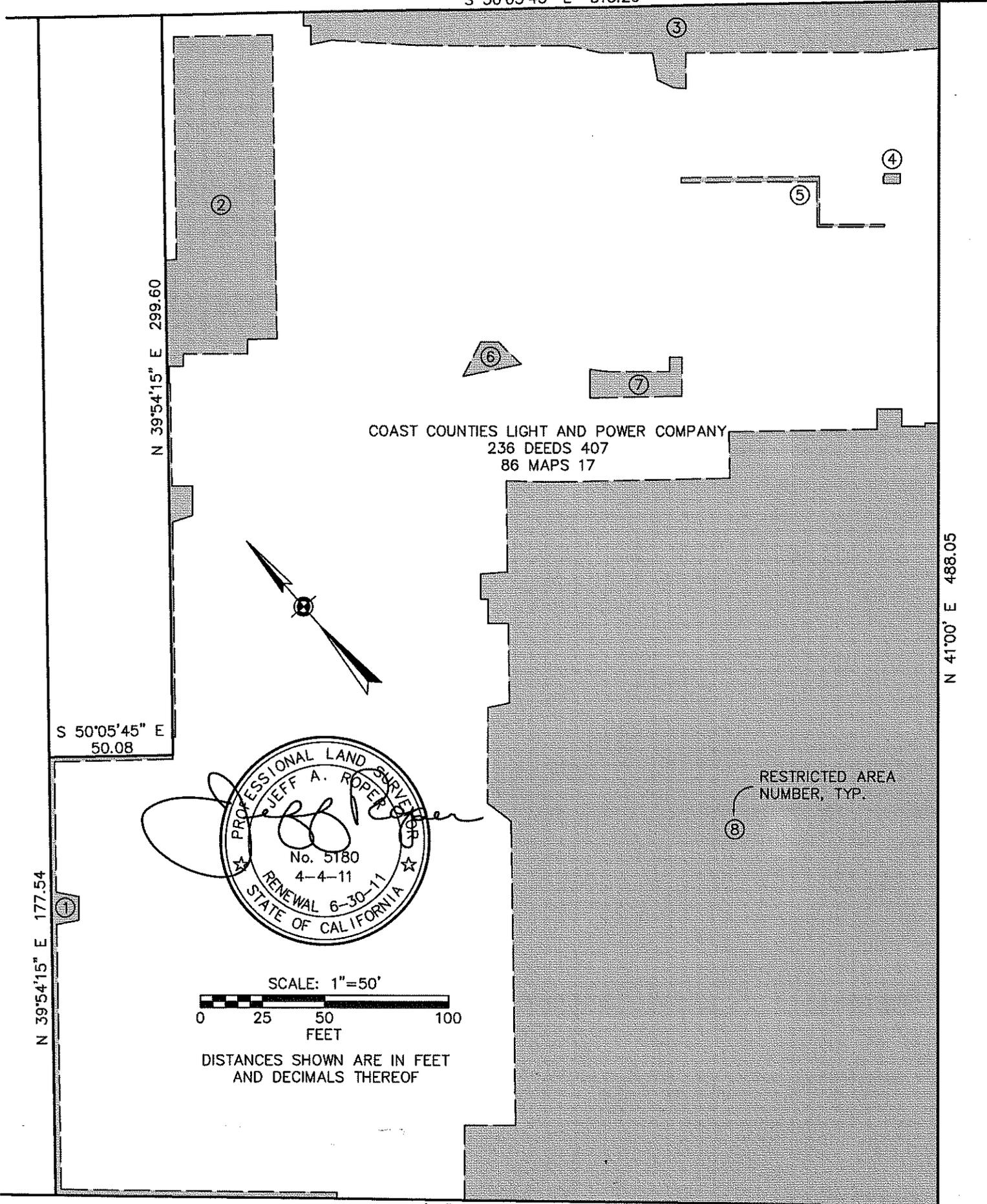


4/4/11



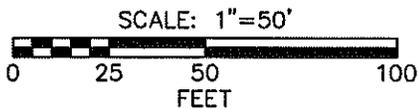
WALKER STREET

S 50°05'45" E 315.20



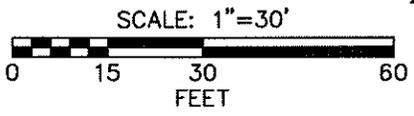
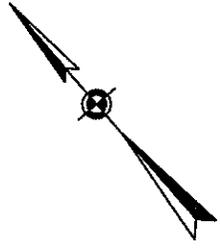
COAST COUNTIES LIGHT AND POWER COMPANY  
236 DEEDS 407  
86 MAPS 17

RESTRICTED AREA  
NUMBER, TYP.

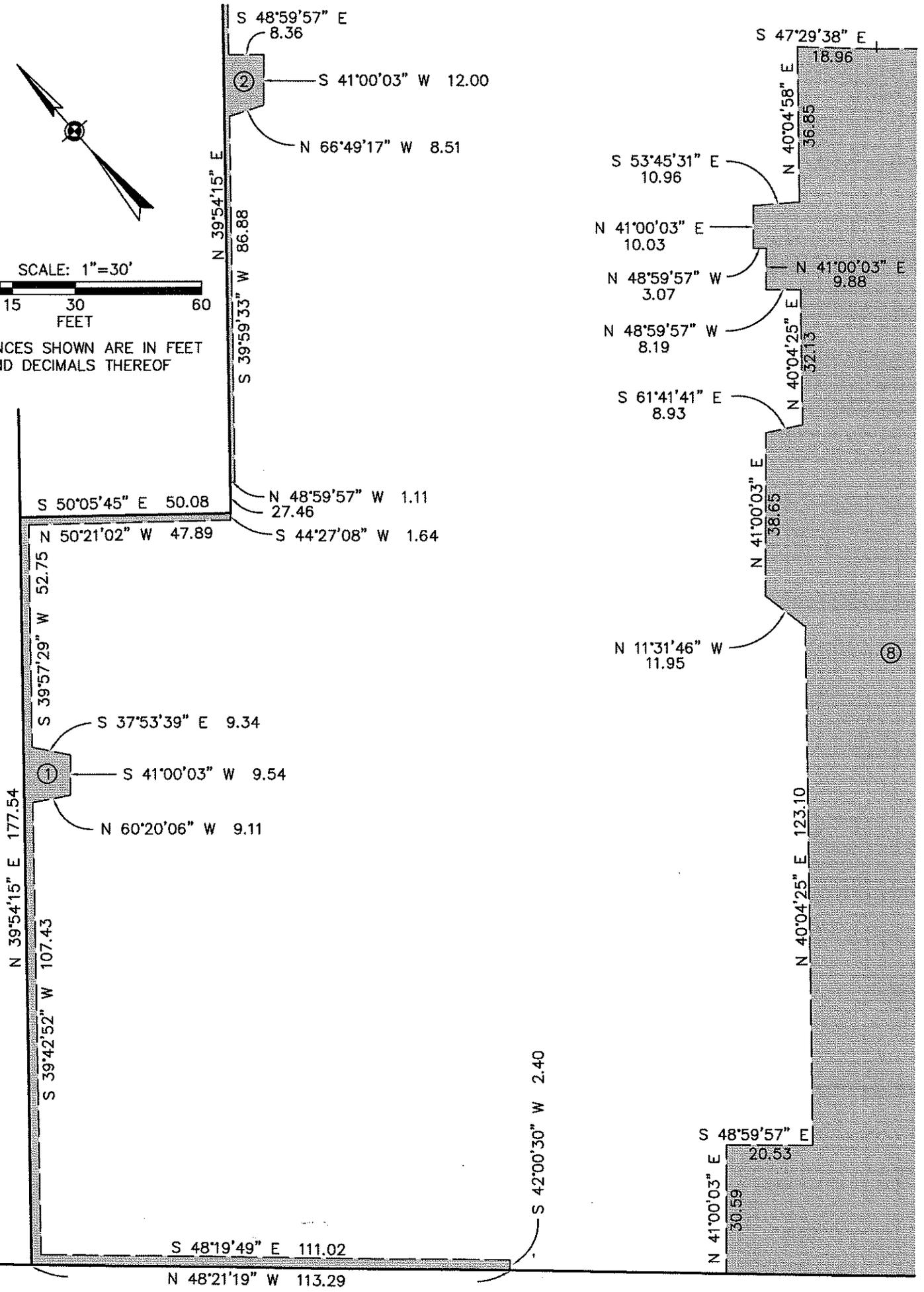


DISTANCES SHOWN ARE IN FEET  
AND DECIMALS THEREOF

S 48°21'19" E 356.12



DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF



S 47°29'38" E 18.96 S 50°15'42" E 71.69

N 40°04'58" E 36.85

S 53°45'31" E 10.96

N 41°00'03" E 10.03

N 48°59'57" W 3.07

N 41°00'03" E 9.88

N 48°59'57" W 8.19

N 40°04'25" E 32.13

S 61°41'41" E 8.93

N 41°00'03" E 38.65

N 11°31'46" W 11.95

N 40°04'25" E 123.10

S 48°59'57" E 20.53

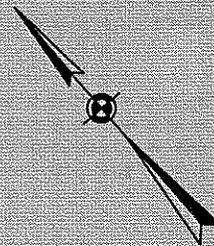
N 41°00'03" E 30.59

193.19

S 48°21'19" E

317.09  
N 41°00'00" E

⑧



SCALE: 1"=30'



DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF

SHEET 3 OF 4





**EXPLANATION**

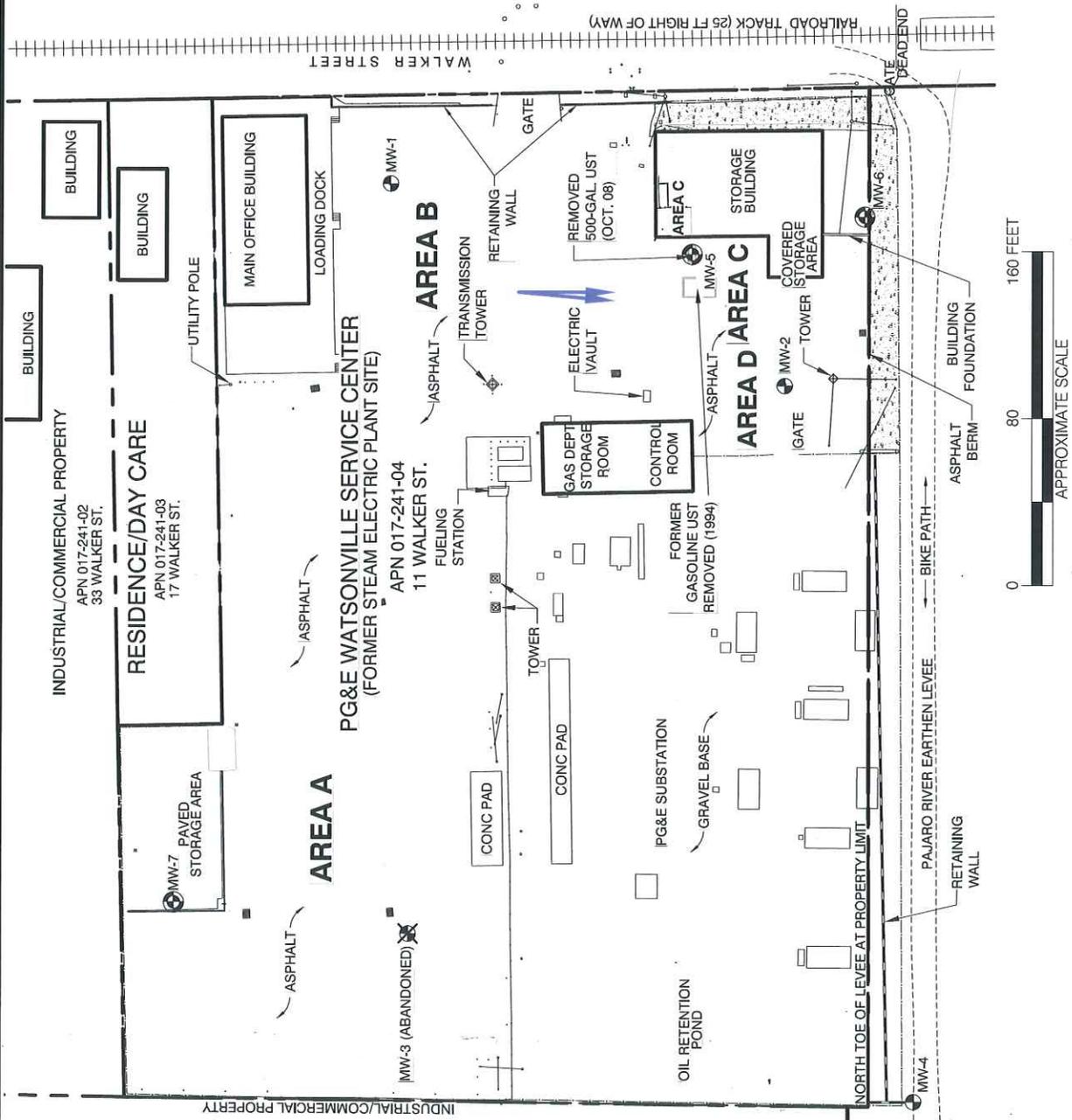
- DIRECTION OF GROUNDWATER FLOW
- PROPERTY LINE
- FENCE
- RAILROAD
- GUY WIRE/OVERHEAD ELECTRICAL LINE
- EXISTING BUILDING
- AREA CAPPED WITH GUNITE (2009)
- MW-1
- MW-3
- EXISTING MONITORING WELL (2009)
- DESTROYED MONITORING WELL (2009)
- APPROXIMATE POST-REMEDIATION MONITORING WELL (2011)
- DRAIN BOX INLET

**EXHIBIT E**

**GROUNDWATER MONITORING WELL SYSTEM**

PG&E WATSONVILLE SERVICE CENTER  
11 WALKER STREET  
WATSONVILLE, CALIFORNIA

**TERRA PACIFIC GROUP**  
Environmental Engineering, Consulting, and Construction



**NOTE:** GROUNDWATER FLOW DIRECTION IS SHOWN FROM THE NOVEMBER 2003 AND MAY 2004 SAMPLING EVENTS. AS SHOWN, GROUNDWATER FLOW IS TO THE SOUTHEAST WITH SOME SEASONAL VARIABILITY.

**SOURCE:** FIELD TOPOGRAPHIC SURVEY COMPLETED BY ROPER ENGINEERING JULY 30, 2009. SURVEY BASED ON CITY OF WATSONVILLE BENCHMARK W-1236, DATUM NGVD 1929.