

Marc C. Tonnesen

Assessor/Recorder

LENNAR MARE ISLAND LLC

RECORDING REQUESTED BY:
Lennar Mare Island, LLC
690 Walnut Ave, Suite 100
Vallejo, California 94592

Doc # **201800071214**



Title:	2	Pages:	20
Fees			\$93.00
Taxes			\$0.00
Other			\$150.00
Paid			\$243.00

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
700 Heinz Avenue
Berkeley, California 94710
Attention: Branch Chief
Brownfields & Environmental Restoration
Program



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Solano, A Portion of Assessor Parcel Number: 0066-050-100
Investigation Area C3, Former Mare Island Naval Shipyard
CALSTARS CODING: Project Code: 201383, Work Phase: 11

This Land Use Covenant and Agreement ("Covenant") is made by and between Lennar Mare Island, LLC (the "Covenantor"), the current owner of property situated on the Former Mare Island Naval Shipyard in Vallejo, as generally depicted in Exhibit A, and more specifically described and depicted in Exhibits B and C, in the County of Solano, State of California (the "Property"), and the 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 the Department hereby agree that, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, the use of the Property be restricted as set forth in this Covenant and that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant, totaling approximately 48.31 acres, is more particularly described in the attached Exhibit B, "Legal Description", and depicted in Exhibit C, "Legal Description Plat". The Property is located on the eastern side of Mare Island and comprises a portion of the area now known as the Eastern Early Transfer Parcel (EETP). The Property (also known as Investigation Area C3, or IA C3) is bound by Mare Island Strait to the east and by commercial/industrial portions of Investigation Areas C1 and C2 to the north and west. The northern portion of the Property contains four dry docks (Dry Docks 1 through 4), two building ways (Ways 1 and 2), and Berths 11 through 16. The southern portion of the Property contains Berths 19 and 20, one former building ways (Ways 3, near Building 1320), and Pier 21. The Property also includes the narrow, approximately 50-foot-wide 1,250-foot-long strip of land between Mare Island Strait and Waterfront Avenue that connects the northern and southern portions of the Property. This strip of land contains Berths 17 and 18. Land surrounding the structures is paved throughout the Property, and several railroad spurs are present in the Property. The Property is also identified as a portion of County of Solano, Assessor Parcel Number 0066-050-100.

1.2. Remediation of Property. This Property has been investigated and/or remediated under the Department's oversight. The Department approved a Remedial Action Plan ("RAP") for IA C3 on February 24, 2006 in accordance with Health and Safety Code, division 20, chapter 6.8. The IA C3 Implementation Report ("ImR") was approved by the Department on September 20, 2018. Remediation activities in IA C3 included: excavations of underground storage tanks and soils surrounding them that were impacted with lead and/or total petroleum hydrocarbons (TPH); concrete scabbling, washing and removal of concrete; removal of PCB-contaminated cables; removal/excavation and offsite disposal of floor tiles, asphalt, concrete and soils impacted with polychlorinated biphenyls (PCBs); excavation and off-site disposal of soils impacted with TPH, lead, volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs); bioremediation of TPH-impacted soil; and flushing

wastewater pipelines to remove liquids and solids. The RAP and ImR indicate the following hazardous substances still exist or were left in place in certain solid media on the Property above levels acceptable for unrestricted use: lead in soil up to 48,000 milligrams per kilogram (mg/kg); PCBs in soil, sediment, asphalt and/or concrete up to 17 mg/kg; polynuclear aromatic hydrocarbons (PAHs) (using benzo[a]pyrene as an indicator compound) in soil up to 4.5 mg/kg; TPH-gasoline in soil up to 4,600 mg/kg; TPH-diesel in soil up to 4,300 mg/kg; and TPH-motor oil in soil up to 4,100 mg/kg. While these concentrations above commercial/industrial cleanup goals remain, they are encapsulated in the areas noted in the preceding paragraph. In the remaining area of IA C3, concentrations of these hazardous substances are below cleanup goals for commercial/industrial use but greater than cleanup goals for unrestricted use.

The final remedy requires a land use covenant (LUC). This Property is subject to the general provisions of the *Land Use Covenant Operation and Maintenance Plan for the Eastern Early Transfer Parcel, Former Mare Island Naval Shipyard, Vallejo, California*, and appropriate appendices, approved by the Department on April 19, 2017, or any updated and approved version ("LUC O&M Plan"). The LUC O&M Plan provides guidance on the inspection, notification, reporting, soil management, and groundwater management requirements for EETP sites with contaminants remaining in place that are subject to land use covenants. The LUC O&M Plan is on file with the Department and the Covenantor. In addition to the area-wide environmental restrictions applicable to the Property, the Property also includes two areas that have been capped to prevent exposure to remaining contaminants (the Black Granular Material [BGM] Triangle area located between Dry Docks 1 and 2, and PCB Site Building 730 AL#01). These two areas are addressed under two separate LUCs, both of which have separate O&M Plans that are on file with the Department and the Covenantor. Both LUCs have been recorded in Solano County as Document Numbers 201700083829 and 201700083830.

The RAP states that the Regional Water Quality Control Board considers groundwater within IA C3 to not be a potential source of drinking water as defined in State Water Resources Control Board Resolution 88-63). This RAP finding is based on Water Board comments in Appendix M of the September 30, 2004 Final RI/FS report for IA C3.

1.3. Basis for Environmental Restrictions. As a result of the presence of hazardous substances, which are also hazardous materials as defined in Health and Safety Code section 25260, at the Property, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department has also concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

ARTICLE II
DEFINITIONS

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

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

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

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

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

2.6. Owner. "Owner" or "Owners" means the Covenantor, or any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.1. 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 Civil Code section 1471 and Health and Safety Code section 25355.5; (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.

3.2. Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and 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; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

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

3.4. Conveyance of Property. The Owner and new Owner shall provide Notice to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The 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(s) noted on page one. If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number 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.

3.5. Costs of Administering the Covenant to Be Paid by Owner. The Department has already incurred and will in the future incur costs associated with 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, implementing and enforcing this Covenant.

ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

4.1. Prohibited Uses. The Property shall not be used for any of the following purposes without prior written approval by the Department:

- (a) A residence, including any mobile home or factory built housing.
- (b) A hospital for humans.
- (c) A public or private school for persons under 18 years of age.
- (d) A day care center for children.

4.2. Soil Management.

- (a) Soils shall be managed in accordance with the Soil Transportation, Reuse, and Disposal Rules included as an Appendix (Appendix F) to the LUC O&M Plan
- (b) Any soil brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

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

- (a) Drilling for drinking 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 plan

4.4. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety or the environment.

4.5. 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 March 31 of each year. Guidance for annual inspections and the annual inspection form for the Property can be found in Appendix A of the LUC O&M Plan. If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.

4.6. Five-Year Review. In addition to the annual reviews noted above, after a period of five (5) years from the date of the recordation of this Covenant and every five (5) years thereafter, Owner shall submit a five-year review report documenting its review of the remedy implemented and its evaluation to determine if human health and the environment are being adequately protected by the remedy as implemented. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or received by Owner and evaluate the adequacy of the implemented remedy in protecting human health and the environment, and shall include applicable content specified in Appendix C of the LUC O&M Plan. As a result of any review work performed, DTSC may require Owner to perform additional review work or modify the review work previously performed by Owner. The first five-year review report shall be submitted by December 15, 2023, after five years have elapsed from the date this Covenant was recorded, with subsequent reports submitted every five years thereafter. In a year when both an annual inspection report and a five-year review report are due, the annual inspection results may be included in the five-year review report instead of submitting a separate annual inspection report.

ARTICLE V ENFORCEMENT

5.1. 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, such as failure to submit (including 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, REMOVAL AND TERM

6.1. Variance from Environmental Restrictions. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2. Removal of Environmental Restrictions. Any person may apply to the Department to remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3. Term. Unless ended in accordance with paragraph 6.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.1. 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.

7.2. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Solano within 10 calendar days of the Covenantor's receipt of a fully executed original.

7.3. 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: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:
Lennar Mare Island, LLC
Attention: Environmental Manager
690 Walnut Avenue, Suite 100
Vallejo, California 94592

And

To Department:
Department of Toxic Substances Control
Brownfields & Environmental Restoration Program
Attention: Branch Chief
700 Heinz Avenue, Suite 200
Berkeley, California 94710

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

7.4. 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.

7.5. Statutory References. All statutory or regulatory references include successor provisions.

7.6. Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Covenantor and the Department hereby execute this Covenant.

Covenantor: Lennar Mare Island, LLC

By: 

Name: THOMAS SHEAFF

Title: VP

Date: 10/9/18

Department of Toxic Substances Control:

By: 

Name: Janet Naito

Title: Branch Chief

Date: 10/16/2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Solano)
On October 9, 2018 before me, Laura A. Morgan, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Thomas Sheff
Name(s) of Signer(s)

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.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: FAC3-CalSERS Coding
Document Date: _____ Number of Pages: 19
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Laura A. Morgan
Commission Number 2235603
Commissioned in Solano County
Date Commission Expires April 20, 2022

Date: 10/22/2018 S. Roebuck
Signature

Lamar Mare Island, LLC
Firm Name (if any)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On October 16, 2018 before me, Laura A. Morgan, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Janet Naito
Name(s) of Signer(s)

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.



Signature Laura A. Morgan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

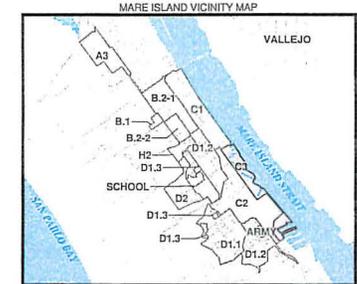
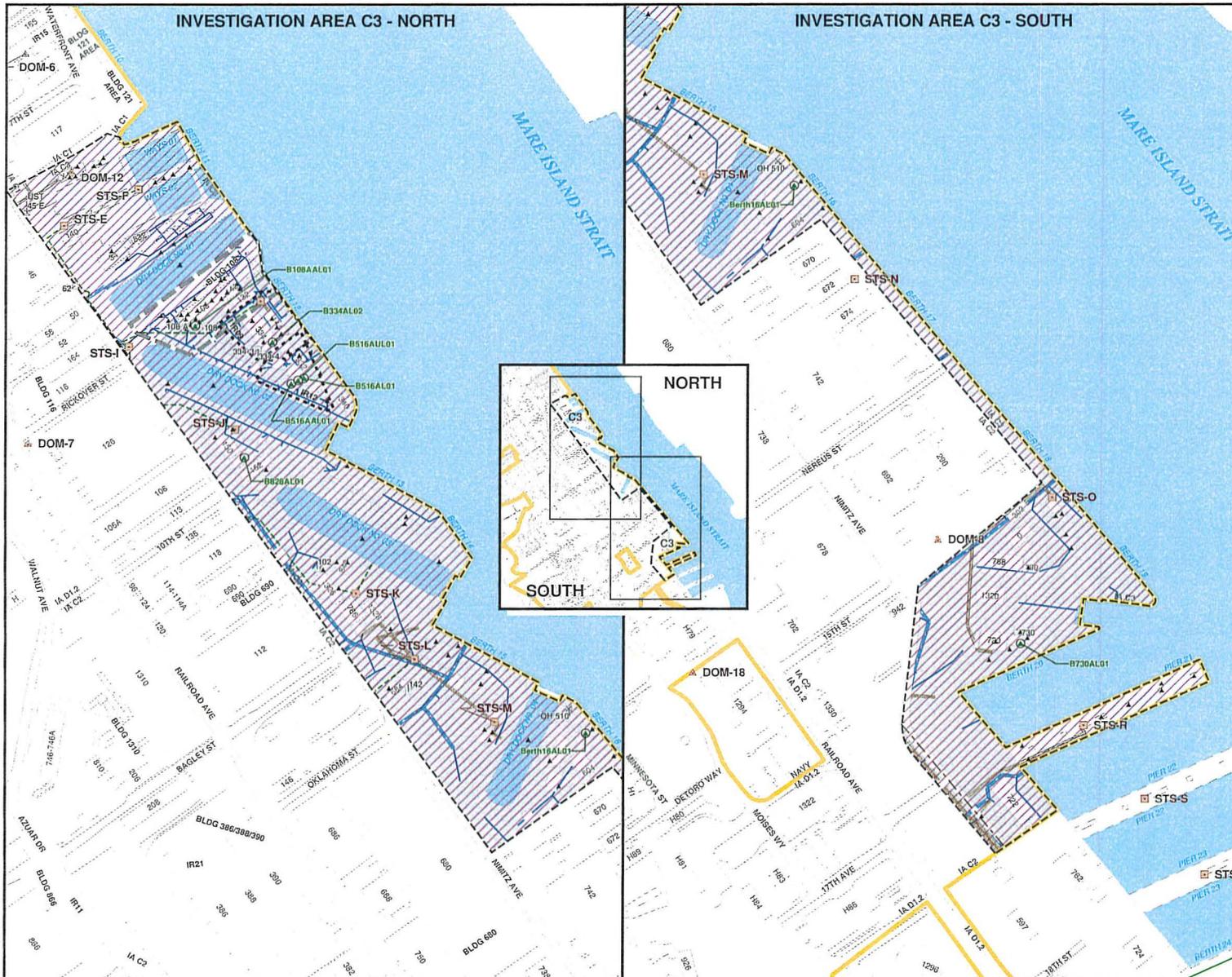
Description of Attached Document

Title or Type of Document: LUC - FAC3
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



- LEGEND**
- PCB SITES WITH LUC
 - PCB SITES
 - UNDERGROUND STORAGE TANK
 - UNDERGROUND STORAGE TANK UNKNOWN
 - SHIP TO SHORE PUMP STATION
 - TRUNK SYSTEM DOMESTIC PUMP STATION
 - INVESTIGATION AREA C3
 - GROUP I SITES
 - GROUP II, III SITES
 - EARLY TRANSFER PARCEL
 - APPROXIMATE BOUNDARY OF LUC
 - ROADS
 - WATER
 - INDUSTRIAL WASTEWATER PIPELINE (IR14)
 - INVESTIGATION AREA
 - BACKBONE SEWER PIPELINES
 - SEWER SERVICE LINES
 - STORMWATER BACKBONE
 - STORMWATER SERVICE LINES
 - STRUCTURES
 - LAND USE**
 - INDUSTRIAL
 - HISTORICAL CORE

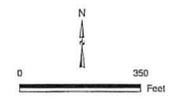


EXHIBIT A
GENERAL LOCATION OF
INVESTIGATION AREA C3
 INVESTIGATION AREA C3
 LAND-USE COVENANT
 LENNAR MARE ISLAND, VALLEJO, CALIFORNIA

Lennar Mare Island, LLC

A portion of A.P.N. ~~0066-050-090~~ 0066-050-120-01

CH2M HILL Investigation Area C-3 – Land-Use Covenant Parcel

Exhibit B
Legal Description
Page 1 of 3

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

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

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

THENCE: North 81°48'14" East, 1028.44 feet to a point on easterly boundary line of said Primary Eastern Early Transfer Parcel;

THENCE: South 35°44'11" East, 40.13 feet along said easterly boundary line to a point, said point being the southerly terminus of that course (58) cited in said Grant Deed as bearing "South 35°44'11" East, 348.64 feet", said point also being the **TRUE POINT OF BEGINNING** for this description of the CH2M HILL Investigation Area C3;

THENCE: along the easterly boundary line of said Primary Eastern Early Transfer Parcel the following five (5) consecutive courses:

- 1) North 35°44'11" West, 348.66feet,
- 2) North 29°01'27" West, 175.64 feet,
- 3) South 64°52'48" West, 160.50 feet,
- 4) South 71°47'29" West, 45.44 feet, and
- 5) North 34°43'06" West, 30.17 feet;

THENCE: North 75°06'13" West, 47.22 feet;

THENCE: South 61°26'37" West, 403.23 feet;

THENCE: South 35°55'41" East, 2944.08 feet;

THENCE: North 52°56'53" East, 523.61 feet;

THENCE: South 39°32'23" East, 1230.02 feet;

Lennar Mare Island, LLC

A portion of A.P.N. ~~0066-050-090~~ 0066-050-120-01

CH2M HILL Investigation Area C-3 – Land-Use Covenant Parcel

Exhibit B
Legal Description
Page 2 of 3

THENCE: South 49°54'54" West, 323.33 feet;

THENCE: South 50°21'44" West, 158.81 feet;

THENCE: South 06°40'58" West, 597.01 feet;

THENCE: South 39°14'13" East, 168.40 feet;

THENCE: South 41°16'32" East, 342.30 feet to a point on the southeasterly boundary line of said Primary Eastern Early Transfer Parcel;

THENCE: along the southeasterly and easterly boundary lines of said Primary Eastern Early Transfer Parcel the following thirty-five (35) consecutive courses:

- 1) North 54°46'07" East, 206.22 feet,
- 2) North 39°55'11" West, 204.11 feet,
- 3) North 65°27'39" East, 732.07 feet,
- 4) North 23°34'42" West, 84.66 feet,
- 5) South 65°28'21" West, 753.32 feet,
- 6) North 40°13'00" West, 259.36 feet,
- 7) North 65°44'40" East, 543.44 feet,
- 8) 12.95 feet along the arc of a tangent curve left with a radius of 5.00 feet, through a central angle of 148°25'00", subtended by a chord bearing North 08°27'50" West, 9.62 feet,
- 9) North 82°40'20" West, 65.13 feet,
- 10) North 07°55'07" East, 92.95 feet,
- 11) South 82°46'16" East, 66.41 feet,
- 12) North 02°48'29" East, 5.48 feet,
- 13) South 82°20'05" East, 167.97 feet,
- 14) 47.80 feet along the arc of a tangent curve left with a radius of 20.00 feet, through a central angle of 136°55'02", subtended by a chord bearing North 29°12'24" East, 37.21 feet,
- 15) North 39°15'07" West, 309.56 feet,
- 16) North 39°47'01" West, 841.99 feet,
- 17) North 39°36'05" West, 905.42 feet,
- 18) North 61°24'37" West, 53.40 feet,
- 19) South 25°20'10" West, 24.27 feet,
- 20) North 65°14'33" West, 97.00 feet,
- 21) North 23°20'04" East, 30.97 feet,
- 22) North 61°24'22" West, 427.60 feet,

Lennar Mare Island, LLC
A portion of A.P.N. 0066-050-100
CH2M HILL Investigation Area C-3 – Land-Use Covenant Parcel

Exhibit B
Legal Description
Page 3 of 3

-
- 23) North 29°15'55" East, 99.32 feet,
 - 24) North 60°43'51" West, 15.93 feet,
 - 25) North 29°09'38" East, 94.68 feet,
 - 26) South 59°38'18" East, 18.38 feet,
 - 27) North 30°36'11" East, 84.09 feet,
 - 28) North 35°20'05" West, 204.42 feet,
 - 29) North 61°01'16" West, 455.85 feet,
 - 30) North 24°17'42" East, 107.81 feet,
 - 31) South 63°49'48" East, 40.87 feet,
 - 32) North 24°30'34" East, 49.89 feet,
 - 33) 79.36 feet along the arc of a tangent curve left with a radius of 75.00 feet, through a central angle of 60°37'20", subtended by a chord bearing North 05°48'06" West, 75.71 feet,
 - 34) North 36°06'46" West, 544.88 feet, and
 - 35) North 07°13'45" West, 96.09 feet to the **POINT OF BEGINNING**.

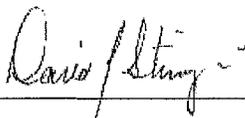
Containing an area of 48.306 acre or 2,104,231 square feet, more or less.

The Basis of Bearing for the above description is the California Coordinate System (1983), Zone 2. Distances shown are grid distances. To obtain ground distances multiply grid distances by 0.999938.

End of Description

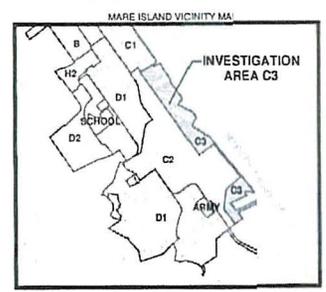
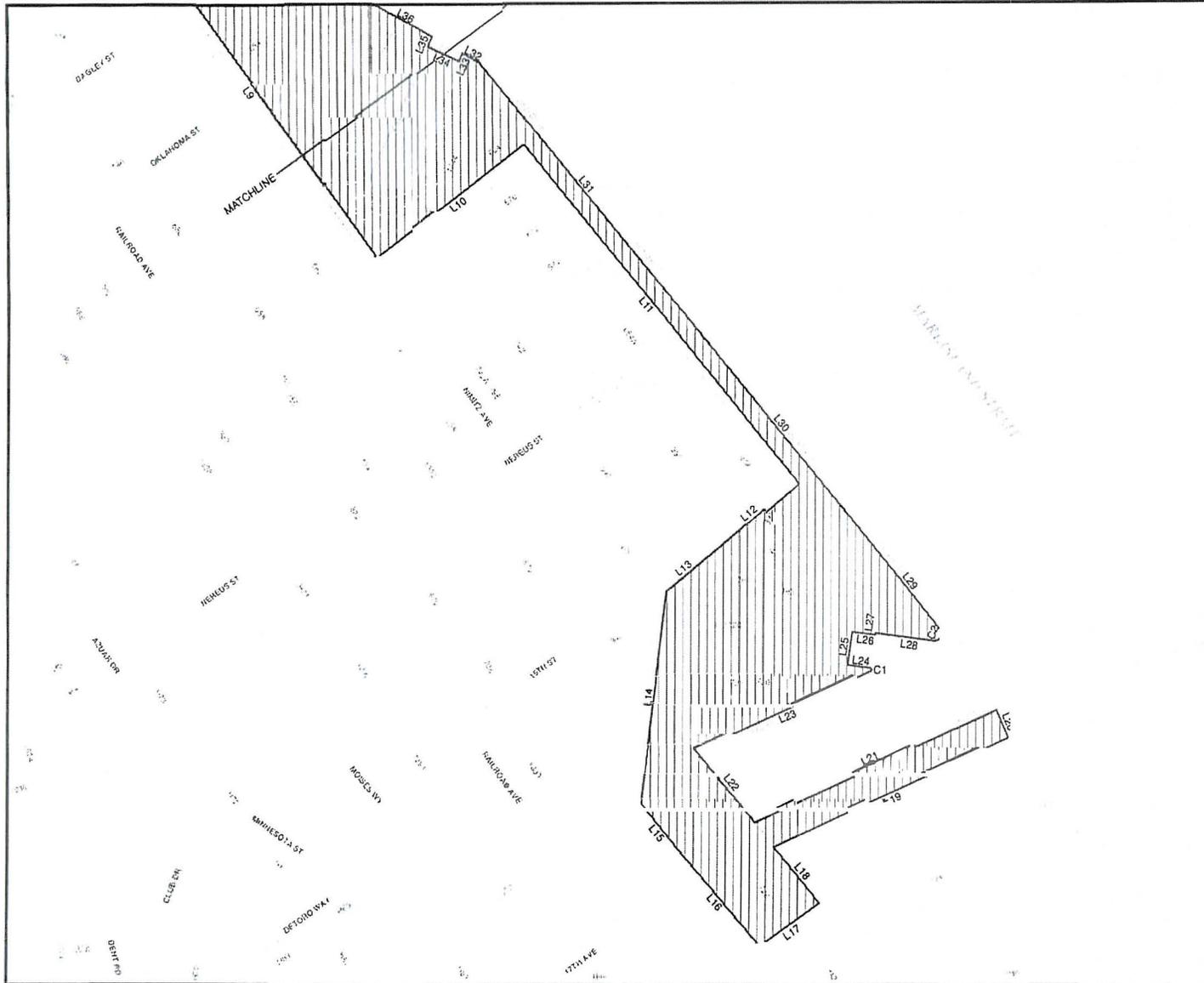
This real property description has been prepared by me in conformance with the Professional Land Surveyors Act.

Date: October 30, 2012



David J Stringer, PLS 5590





- LEGEND**
- PROPERTY
 - STRUCTURE
 - ROAD
 - WATER

This plat has been prepared by me, or under my direct supervision, in conformance with the California Professional Land Surveyors Act.

Date: *07-28-2011*

David J. Stringer

David J. Stringer, PLS 5590
For and on behalf of CH2M HILL

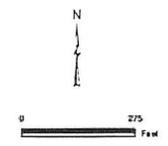


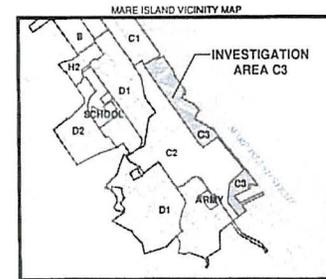
EXHIBIT B
PROPERTY ENVIROMENTAL
RESTRICTION AREA - SHEET 2
 LENYAR MARE ISLAND, VALLEJO, CALIFORNIA

LINE LENGTH AND BEARING TABLE		
LINE	LENGTH	BEARING
1	40.13'	S 35° 44' 11" E
2	848.66'	N 35° 44' 11" W
3	175.64'	N 29° 01' 27" W
4	160.50'	S 64° 52' 48" W
5	45.44'	S 71° 47' 29" W
6	30.17'	N 34° 43' 06" W
7	47.22'	N 75° 06' 13" W
8	403.23'	S 61° 26' 37" W
9	2,944.08'	S 35° 55' 41" E
10	523.61'	N 52° 56' 53" E
11	1,230.02'	S 39° 32' 23" E
12	323.33'	S 49° 54' 54" W
13	158.81'	S 50° 21' 44" W
14	597.01'	S 06° 40' 58" W
15	168.40'	S 39° 14' 13" E
16	342.30'	S 41° 16' 32" E
17	206.22'	N 54° 46' 07" W
18	204.11'	N 39° 55' 11" W
19	732.07'	N 65° 27' 39" W
20	84.66'	N 23° 34' 42" W
21	753.32'	S 65° 28' 21" W
22	259.36'	N 40° 13' 00" W
23	543.44'	N 65° 44' 40" E
24	65.13'	N 82° 40' 20" W

LINE LENGTH AND BEARING TABLE		
LINE	LENGTH	BEARING
L25	92.95'	N 07° 55' 07" E
L26	66.41'	S 82° 46' 16" E
L27	5.48'	N 02° 48' 29" E
L28	167.97'	S 82° 20' 05" E
L29	309.56'	N 39° 15' 07" W
L30	841.99'	N 39° 47' 01" W
L31	905.42'	N 39° 36' 05" W
L32	53.40'	N 61° 24' 37" W
L33	24.27'	S 25° 20' 10" W
L34	97.00'	N 65° 14' 33" W
L35	30.97'	N 23° 20' 04" E
L36	427.60'	N 61° 24' 22" W
L37	99.32'	N 29° 15' 55" E
L38	15.93'	N 60° 43' 51" W
L39	94.68'	N 29° 09' 38" E
L40	18.38'	S 59° 38' 18" E
L41	30.09'	N 30° 36' 11" E
L42	204.42'	N 35° 20' 05" W
L43	455.85'	N 61° 01' 16" W
L44	107.81'	N 24° 17' 42" E
L45	40.87'	S 63° 49' 48" E
L46	49.89'	N 24° 30' 34" E
L47	544.88'	N 36° 06' 46" W
L48	96.09'	N 07° 13' 45" W

CURVE RADIUS, LENGTH, DELTA AND BEARING TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	5.00'	12.95'	148° 25' 00"	N 08° 27' 50" W - 9.62'
C2	20.00'	47.80'	136° 55' 02"	N 29° 12' 24" E - 37.21'
C2	75.00'	179.36'	60° 37' 20"	N 05° 48' 06" W - 75.71'

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



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02/28/2011
David J. Stringer
David J. Stringer, L.S. 5590
For and on behalf of CH2M HILL

EXHIBIT B
PROPERTY ENVIRONMENTAL
RESTRICTION AREA - SHEET 3
LENNAR MARE ISLAND, VALLEJO, CALIFORNIA

END OF DOCUMENT