Recorded in Official Records of Solano County
Marc C. Tonnesen
Assessor/Recorder
10/2/2017
12:08:31 PM
AR51
ER
LENNAR MARE ISLAND LLC
Doc # 201700083831
Titles: 1 Pages: 24
Fees $82.00
Taxes $0.00
Other
Paid $82.00

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

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
700 Heinz Avenue
Berkeley, California 94710
Attention: Unit 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
Building 516 AL#01, 516A AL#01 and 516A UL#01 PCB Sites
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 Exhibits A1 and A2 and more specifically described and depicted in Exhibits B, C, D and E, 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. The provisions of this

Covenant shall be for the benefit of, and shall be enforceable by, the United States Environmental Protection Agency ("U.S. EPA"), as a third party beneficiary, but only with respect to polychlorinated biphenyls ("PCBs"), pursuant to general contract law, including, but not limited to, Civil Code section 1559.

ARTICLE I
STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant consists of five areas near Buildings 516 and 516A, totaling approximately 2,140 square feet, and generally depicted in Exhibit A2. The Property is located within Investigation Area (IA) C3, in a portion of the area now known as the Eastern Early Transfer Parcel (EETP). The Property is situated east of Nimitz Avenue, along Mare Island Strait, in an area now generally bounded by Dry Dock No. 1 to the north, Dry Dock No. 2 to the southwest, and by Mare Island Strait to the east. The Property is also identified as a portion of County of Solano Assessor Parcel Number 0066-050-100.

Between approximately 1941 and 1991, polychlorinated biphenyl-(PCB)-oil-filled transformers operated in Buildings 516 and 516A. During the investigation and cleanup of Building 516 PCB Site AL #01 and Building 516A PCB Sites AL #01 and UL #01, PCB impacts to the storm sewer connections in the vicinity of Buildings 516 and 516A were discovered. The Property comprises five storm sewer connection areas that require use restrictions because PCBs remain either in the storm sewer connections or in the soil where storm sewer connections have been removed. These areas are unfenced, asphalt-surfaced areas that include manholes and storm-water catchbasins and are more specifically described as follows.

"Area 1" which includes two existing storm water catchbasins/ manholes and the storm water pipeline that connects them and encompasses an approximately 236 square-foot area of a paved and unfenced area, as depicted in Exhibit C.

"Area 2" includes a section of removed storm water pipeline and the associated soil removal area south of Building 516 and encompasses an approximately 1,443 square-foot area of a paved and unfenced area, as depicted on Exhibit D.

"Area 3" is a soil sample location taken during removal of a storm water pipeline southwest of Building 1334 and encompasses approximately 94 square-feet of a paved

and unfenced area, and is depicted on Exhibit D.

"Area 4" is a sediment sample location, taken from the catchbasin north of the refueling crane and encompasses approximately 7 square-feet of a paved and unfenced area, and is depicted in Exhibit E.

"Area 5" includes two storm water catchbasins/ manholes and portions of a removed storm water pipeline and existing storm water pipeline and encompasses approximately 360 square-feet of a paved and unfenced area, and is depicted in Exhibit C.

Areas 1, 2, 3 and 5 are defined by survey monuments or existing building features, as shown in Exhibit A2; Area 4 is an existing storm water catchbasin, as shown in Exhibit A2.

1.2. Remediation of Property. The PCB-impacts at the five areas comprising the Property have been investigated and/or remediated under the Department's oversight. The Department approved the Remedial Action Plan (RAP) for Investigation Area (IA) C3 on February 24, 2006, in accordance with Health and Safety Code, division 20, chapter 6.8. The IA C3 RAP included a risk-based cleanup goal of 3.6 milligrams per kilogram (mg/kg) for PCBs in concrete, soil and sediment. The remedial actions at Buildings 516 and 516A and the surrounding storm sewer systems were conducted as described in the following documents:

- Buildings 516 and 516A Draft Site Characterization and Cleanup Action Summary Report ("SCCASR"; dated May 17, 2007), approved by the Department on July 18, 2007;
- Building 516 AL#01 Storm Sewer SCCASR, dated October 3, 2007; and
- Response to Department Comments on Building 516 AL#01 Storm Sewer SCCASR, dated February 26, 2009, approved by the Department on April 22, 2009.

As part of the final remedy in the final version of the IA C3 RAP and regulatory approvals of site remedial actions documented in the SCCASRs, the Department and U.S. EPA required this Covenant for portions of the nearby storm sewer system (Areas 1 through 5, defined above), where PCBs remain in concrete, soil and sediment, exceeding the industrial cleanup goal of 0.74 mg/kg.

The final remedy requires a land use covenant. The Property is subject to the

general provisions of the April 2017 Land Use Covenant Operations 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.

1.3. Basis for Environmental Restrictions. Hazardous substances, including PCBs at up to 2.7 mg/kg in concrete (Area 1), 3.4 mg/kg in soil (Area 2), 1.1 mg/kg in soil (Area 3), 2.4 mg/kg in sediment (Area 4), and 1.7 mg/kg in concrete (Area 5) remain in place at the Property above levels acceptable for unrestricted land use.

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 and U.S. EPA have 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 and U.S. EPA have 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.

1.4. Toxic Substances Control Act. The Toxic Substances Control Act ("TSCA") Complaint/Consent Agreement and Final Order for the Former Mare Island Naval Shipyard, dated December 20, 2001 ("CA/FO"), establishes U.S. EPA regulatory closure requirements for PCBs on the EETP. The Covenantor is an "Intervenor" in the CA/FO because under the terms of the Consent Agreement and other EETP transfer documents, the Covenantor has assumed certain responsibilities for, among other things, TSCA compliance and regulatory closure on the EETP.

On August 31, 2009, as part of their approval of the SCCASRs for PCB sites at and in the vicinity of Buildings 516 and 516A, U.S. EPA required a land use covenant as part of the PCB remediation at Buildings 516 and 516A and the surrounding storm

sewer systems. This Covenant fulfills that requirement. The remaining residual PCB concentrations in concrete at the Property meet the Alternative Substantive Cleanup Requirements for building floors in commercial/industrial areas set forth in Paragraph 8(b)(2) of the CA/FO for bulk PCB remediation wastes (which includes concrete). The remaining residual PCB concentrations in concrete, soil and sediment at the Property are within the risk management range of 1×10^{-6} to 1×10^{-4} for commercial/industrial areas as allowable under risk-based closure as set forth in Paragraph 8(b) of the CA/FO for bulk PCB remediation wastes.

Pursuant to Paragraph 6(a) of the CA/FO, no further action is needed with respect to PCB contamination at the Property, provided that the applicable requirements of this Covenant are satisfied.

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, and any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

2.7. U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency, and includes its successor agencies, if any.

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 and U.S. EPA 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, constructed or installed for use as residential human habitation.

(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. Soil management activities at the Property are subject to the following requirements:

(a) No activities that will disturb the soil at Areas 2 and 3 or the sediment within Catchbasin 65 at Area 4 (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed at the Property without written notice, at least 30 days prior to planned activities, to the Department and U.S. EPA, and a Soil Management Plan pre-approved by the Department in writing.

(b) Soil management activities shall follow the Soil Transportation, Reuse, and Disposal Rules found in the April 2017 Land Use Covenant Operations and Maintenance Plan for the Eastern Early Transfer Parcel, Former Mare Island Naval Shipyard, Vallejo, California, Appendix F, approved by the Department on April 19, 2017, or applicable updated and approved version.

(c) 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) No activities that will disturb the concrete within the manholes at Areas 1 and 5 shall be allowed at the Property without written notice, at least 30 days prior to planned activities, to the Department and U.S. EPA and approval by the Department and U.S. EPA prior to implementation.

(b) No Owner or Occupant shall change the use of the Property in a manner that could pose a significant risk of exposure to PCBs, unless a remediation plan that at least reduces such increased exposure risks is approved by the Department and U.S. EPA and the remediation plan is implemented prior to changing the use of the Property. Compliance with this provision shall be presumed if the Owner or Occupant provides the Department with written notice at least thirty (30) days prior to any change in use of the Property, and the Department and U.S. EPA either informs the Owner or Occupant that no remediation plan is necessary, or the Department and U. S. EPA fail to respond to the Owner or Occupant within 30 days of the date of submission of the remediation plan.

(c) In the event that any of the Property is to be demolished, additional measures for construction worker protection and disposal of bulk PCB remediation waste will be required pursuant to Title 40, C.F.R. Section 761. Any remediation of PCBs on the Property or management of PCB waste shall be pursuant to applicable state and federal laws.

4.4. Access for Department and U.S. EPA. The Department and U.S. EPA 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 or U.S. EPA in order to protect human health or safety or the environment.

4.5. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the operation and maintenance activities, if any,

shall have reasonable right of entry and access to the Property for the purpose of implementing such operation and maintenance activities until the Department determines that no further operation and maintenance activity is required.

4.6. Inspection and Reporting Requirements. In accordance with the applicable provisions of the LUC O&M Plan, the Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual inspection report to the Department and U.S. EPA for approval by March 31 of each year. Guidance for annual inspections and an annual inspection form for sites with use prohibitions 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 and U.S. EPA within 10 calendar days of its original transmission.

4.7. 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 March 31, 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.

4.8 Inconsistent Activities – Notification to the Department and U.S. EPA. In accordance with the applicable provisions of the LUC O&M Plan, the Owner shall notify the Department and U.S. EPA upon discovery of any activity that violates or is inconsistent with the provisions of this Covenant. The notification shall include any corrective measures taken or planned to address the violation or inconsistency. The Owner shall notify the Department and U.S. EPA (the latter only in regard to PCBs) upon discovery of a previously unknown hazardous substances release to the environment, and in all cases the Owner shall comply with applicable notification requirements under state and federal law. The notification shall include a description of any interim containment or corrective measures taken or planned.

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.

5.2. Enforcement Rights of U.S. EPA as a Third Party Beneficiary. U.S. EPA, as a third party beneficiary, has the right to enforce the Environmental Restrictions contained herein.

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 and a copy of the application shall be submitted to U.S. EPA simultaneously with the application submitted to the Department. No variance may be granted under this paragraph without prior notice and opportunity to comment by U.S. EPA.

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 and a copy of the application shall be submitted to U.S. EPA simultaneously with the application submitted to the Department. No variance may be granted under this paragraph without prior notice to and opportunity to comment by U.S. EPA.

6.3 Term. Unless ended in accordance with paragraph 6.2, by law, or by the Department in the exercise of its discretion, after providing notice to and opportunity to comment by U.S. EPA, 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. Further, nothing set forth in this covenant shall be construed to affect a taking under federal or state law.

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: LMI Environmental Manager
690 Walnut Avenue, Suite 100
Vallejo, California 94592

And

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

And

To U.S. EPA:
U.S. EPA Region IX
Attention: PCB Coordinator (CMD-4-2)
75 Hawthorne Street
San Francisco, California 94105

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: _____

Title: VP

Date: 9/28/17

Department of Toxic Substances Control:

By: _____

Title: SUPERVISORY HAZARDOUS SUBSTANCES ENGINEER I

Date: SEPTEMBER 28 2017

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 9-28-17 before me, Laura Morgan, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Thomas Sheaff
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.

LAURA A. MORGAN
Commission # 2065157
Notary Public - California
Solano County
My Comm. Expires Apr 20, 2018

Signature Laura 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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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 9-28-17 before me, Laura Morgan, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Daniel Murphy
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.

LAURA A. MORGAN
Commission # 2065157
Notary Public - California
Solano County
My Comm. Expires Apr 20, 2018

Signature Laura 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: _____

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: _____

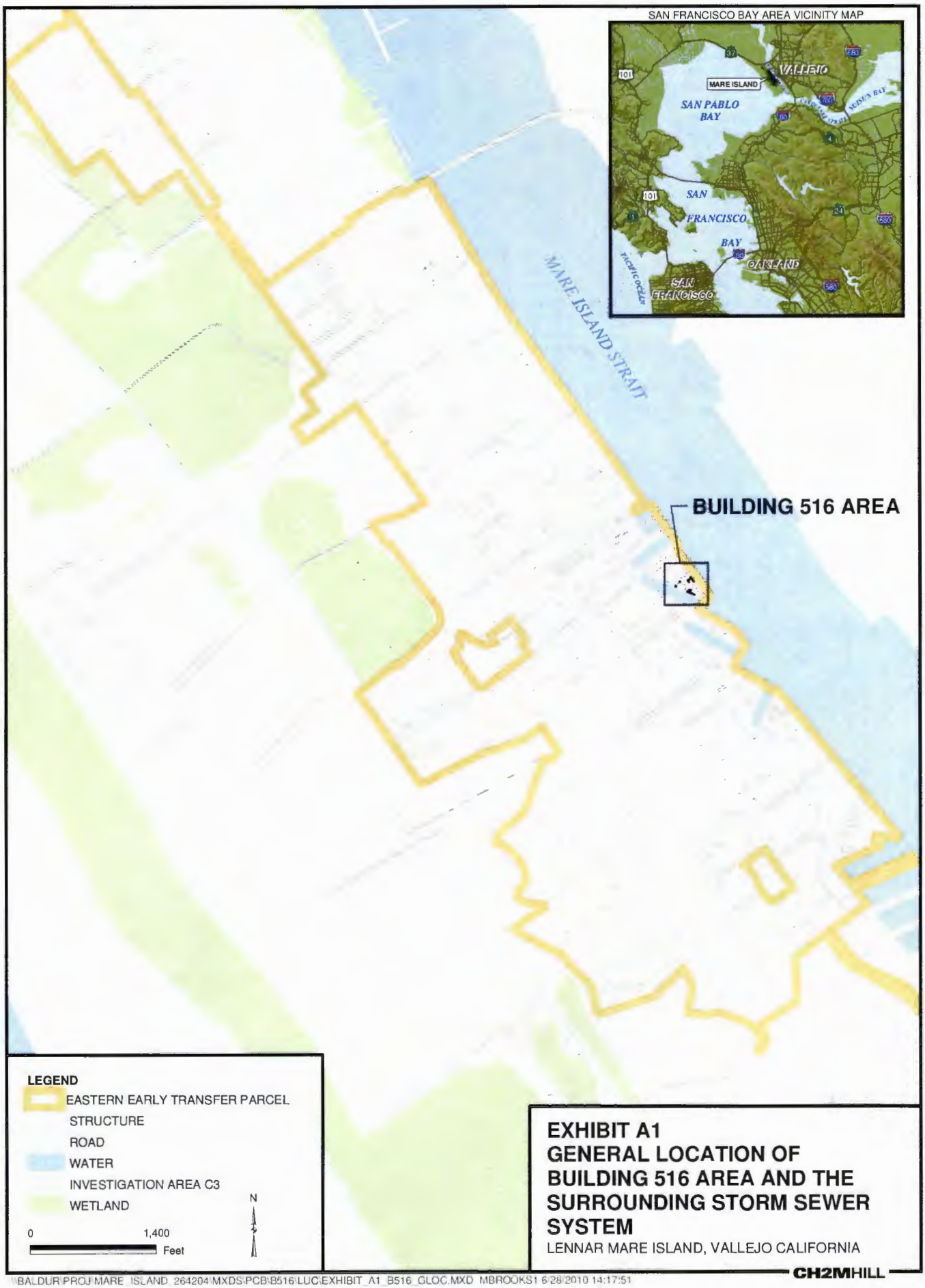


EXHIBIT A1
GENERAL LOCATION OF BUILDING 516 AREA AND THE SURROUNDING STORM SEWER SYSTEM
LENNAR MARE ISLAND, VALLEJO CALIFORNIA

CH2MHILL

\\BALDUR\PROJ\MARE_ISLAND_264204\MXDS\PCB\B516\LUC\EXHIBIT_A1_B516_GLOC.MXD MBROOKS1 6/28/2010 14:17:51

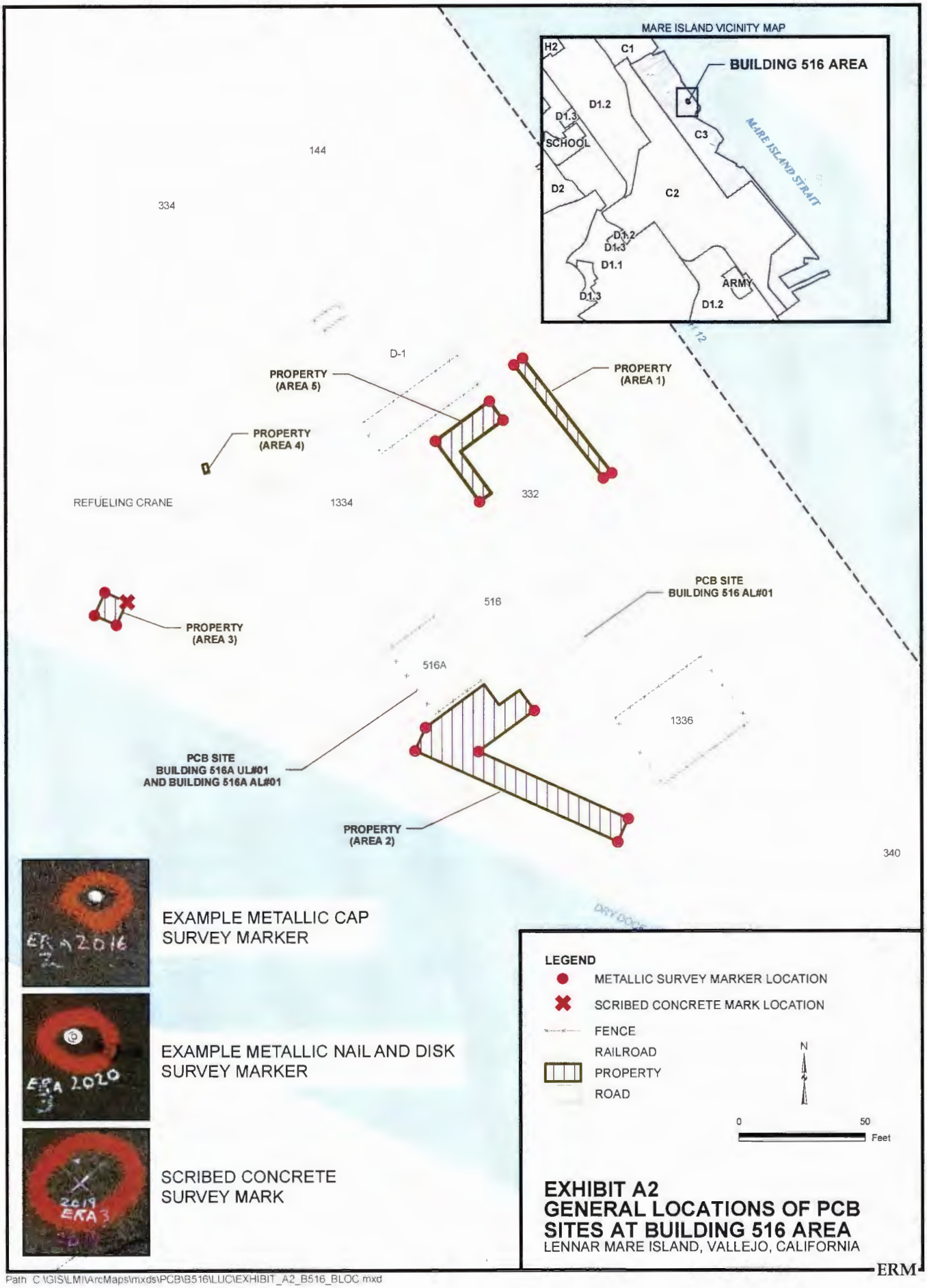


EXHIBIT A2
GENERAL LOCATIONS OF PCB SITES AT BUILDING 516 AREA
LENNAR MARE ISLAND, VALLEJO, CALIFORNIA

ERM

Path C:\GIS\LMI\ArcMaps\mxds\PCB\B516\LUC\EXHIBIT_A2_B516_BLOC.mxd

Lennar Mare Island, LLC
A portion of A.P.N. 0066-050-100
Building 516 AL#01, 516A AL#01 and 516A UL#01 PCB Sites,
Environmental Restriction Areas 1, 2, 3, 4 and 5

Exhibit B
Legal Description

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:

Environmental Restriction Area-1

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. 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: South 77°51'43" East, 1211.80 feet to the **TRUE POINT OF BEGINNING** for this description, said point of beginning being the most northerly corner of Area-1;

THENCE: South 37°46'40" East, 57.46 feet;
THENCE: South 60°03'32" West, 3.91 feet;
THENCE: North 38°17'45" West, 56.92 feet;
THENCE: North 52°08'07" East, 4.39 feet the **POINT OF BEGINNING**.

Containing an area of 0.005 acre or 236 square feet, more or less.

Environmental Restriction Area-2

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. 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: South 71°39'39" East, 1235.32 feet to the **TRUE POINT OF BEGINNING** for this description, said point of beginning being the most northwesterly corner of Area-2;
THENCE: South 35°57'29" East, 10.00 feet;
THENCE: North 54°02'31" East, 10.00 feet;
THENCE: South 35°57'29" East, 10.00 feet;
THENCE: South 54°02'31" West, 27.46 feet;
THENCE: South 65°44'50" East, 64.88 feet;
THENCE: South 24°15'10" West, 10.00 feet;
THENCE: North 65°44'50" West, 87.92 feet;
THENCE: North 24°15'10" East, 10.00 feet;
THENCE: North 54°02'31" East, 28.90 feet to the **POINT OF BEGINNING**.

Containing an area of 0.033 acre or 1,443 square feet, more or less.

Environmental Restriction Area-3

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. 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: South 71°11'39" East, 1076.56 feet to the **TRUE POINT OF BEGINNING** for this description, said point of beginning being the most northerly corner of Area-3;

THENCE: South 65°44'50" East, 9.38 feet;
THENCE: South 24°15'10" West, 10.00 feet;
THENCE: North 65°44'50" West, 9.38 feet;
THENCE: North 24°15'10" East, 10.00 feet to the **POINT OF BEGINNING**.

Containing an area of 0.002 acre or 94 square feet, more or less.

Lennar Mare Island, LLC
A portion of A.P.N. 0066-050-100
Building 516 AL#01, 516A AL#01 and 516A UL#01 PCB Sites,
Environmental Restriction Areas 1, 2, 3, 4 and 5

Exhibit B
Legal Description

Environmental Restriction Area-4

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. 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: South 74°22'44" East, 1100.25 feet to the **TRUE POINT OF BEGINNING** for this description, said point of beginning being the northerly corner of Area-4;

THENCE: South 16°00'00" East, 3.50 feet;
THENCE: South 74°00'00" West, 2.00 feet;
THENCE: North 16°00'00" West, 3.50 feet;
THENCE: North 74°00'00" East, 2.00 feet to the **POINT OF BEGINNING**.

Containing an area of 7 square feet, more or less.

Environmental Restriction Area-5

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. 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: South 76°55'59" East, 1202.68 feet to the **TRUE POINT OF BEGINNING** for this description, said point of beginning being the most northerly corner of Area-5;

THENCE: South 36°04'05" East, 9.18 feet to the outside of the exterior wall of Building 332;

The following two (2) consecutive courses are coincident with the outside of the exterior wall of said Building 332.

THENCE: South 53°55'55" West, 20.91 feet;
THENCE: South 36°04'05" East, 20.55 feet;

THENCE: South 53°55'55" West, 5.66 feet to the outside of the exterior wall of Building 516;
THENCE: North 36°04'05" West, 29.73 feet;

Lennar Mare Island, LLC
A portion of A.P.N. 0066-050-100
Building 516 AL#01, 516A AL#01 and 516A UL#01 PCB Sites,
Environmental Restriction Areas 1, 2, 3, 4 and 5

Exhibit B
Legal Description

THENCE: North 53°55'55" East, 26.57 feet to the **POINT OF BEGINNING**.

Containing an area of 0.008 acre or 360 square feet, more or less.

The total combined area for Environmental Restriction Area's 1, 2, 3, 4 and 5 is 2,233 square feet (0.051 acres), 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.

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

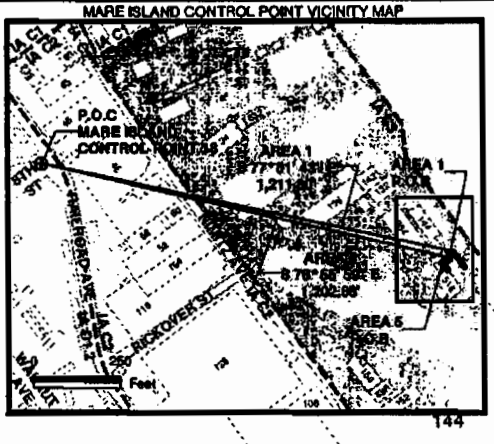
End of Description

Date: November 28, 2012

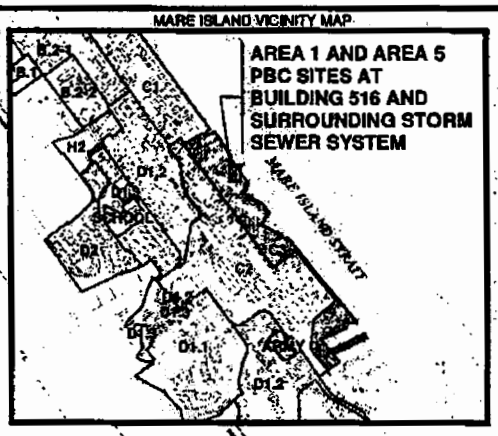
David J Stringer, PLS 5590

PROFESSIONAL LAND SURVEYOR
DAVID J STRINGER
PLS 5590
STATE OF CALIFORNIA

MARE ISLAND CONTROL POINT VICINITY MAP



MARE ISLAND VICINITY MAP



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

Date: July 1, 2010

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

PROFESSIONAL LAND SURVEYOR
DAVID J STRINGER
PLS 5590
STATE OF CALIFORNIA

Found 2½" aluminum disk set in concrete stamped "Mare Island Control Point 18, McGill-Martin-Self, Inc. Orinda CA"

P.O.C

334

P.O.C

S 77° 51' 43" E
1,211.80'

D-1

P.O.B

L4

AREA 1

L1

L2

L3

L4

Found 2½" aluminum disk set in concrete stamped "Mare Island Control Point 18, McGill-Martin-Self, Inc. Orinda CA"

S 76° 55' 59" E
1,202.68'

P.O.B

L1

L6

L2

AREA 5

L5

L3

L4

1334

332

AREA 1 - LINE LENGTH AND BEARING TABLE		
LINE	LENGTH	BEARING
L1	57.46'	S 37° 46' 40" E
L2	3.91'	S 60° 03' 32" W
L3	56.92'	N 38° 17' 45" W
L4	4.39'	N 52° 08' 07" E

AREA 5 - LINE LENGTH AND BEARING TABLE		
LINE	LENGTH	BEARING
L1	9.18'	S 36° 04' 05" E
L2	20.91'	S 53° 55' 55" W
L3	20.55'	S 36° 04' 05" E
L4	5.66'	S 53° 55' 55" W
L5	29.73'	N 36° 04' 05" W
L6	26.57'	N 53° 55' 55" E

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.

LEGEND

- LMI CONTROL POINT
- FENCE
- PROPERTY
- STRUCTURE
- ROAD

N

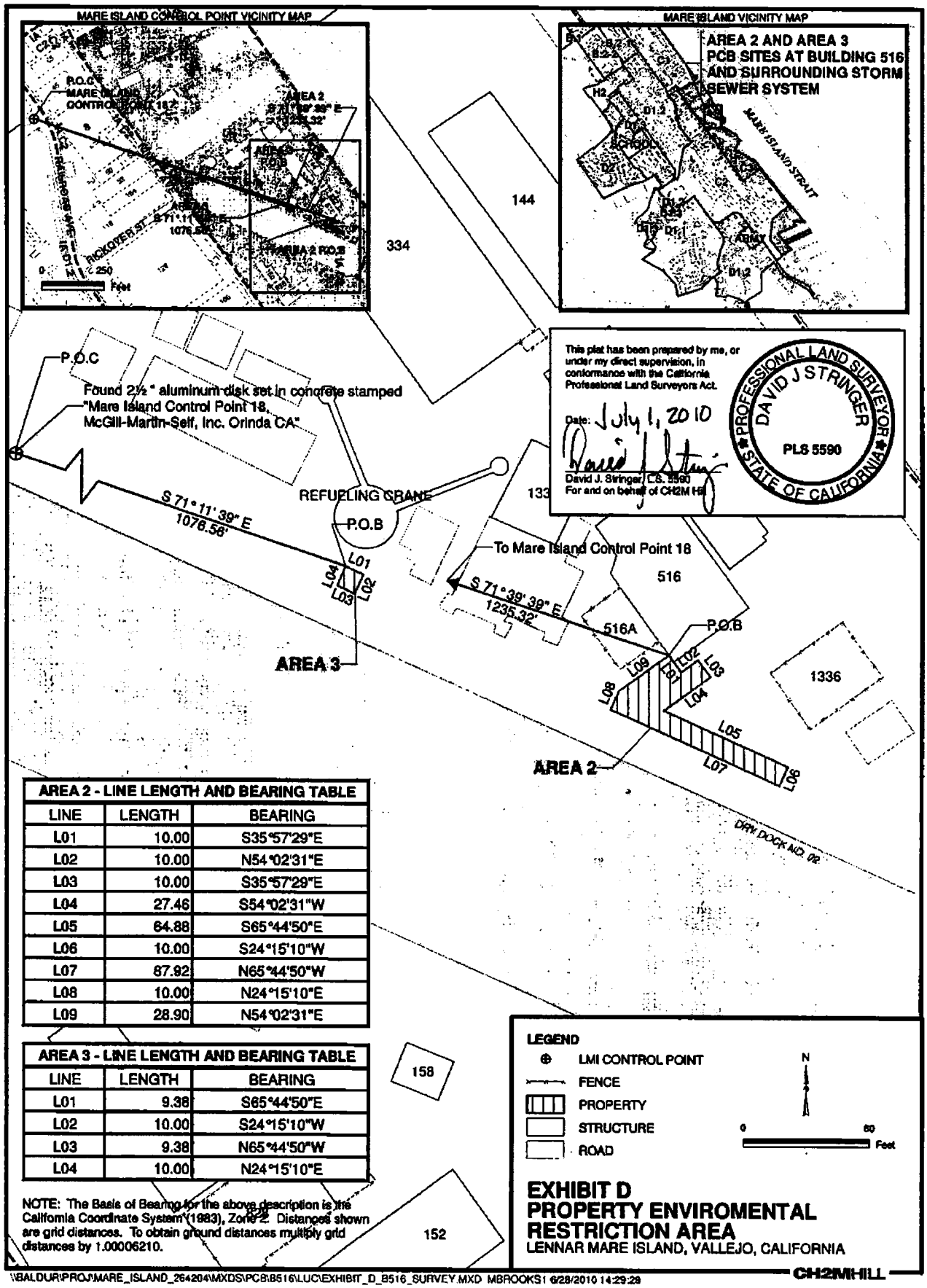
0 30 Feet

EXHIBIT C
PROPERTY ENVIROMENTAL RESTRICTION AREA

LENNAR MARE ISLAND, VALLEJO, CALIFORNIA

CH2MHILL

\\BALDUR\PROJ\MARE_ISLAND_264204\MXDS\PCB\B516\LUC\EXHIBIT_C_B516_SURVEY.MXD MBROOKS1 6/28/2010 14:22:43

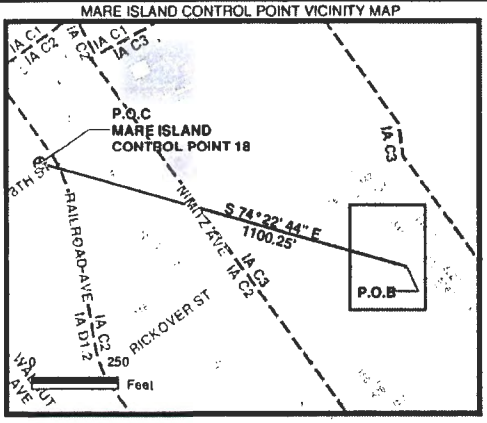


AREA 2 - LINE LENGTH AND BEARING TABLE		
LINE	LENGTH	BEARING
L01	10.00	S35°57'29"E
L02	10.00	N54°02'31"E
L03	10.00	S35°57'29"E
L04	27.46	S54°02'31"W
L05	64.88	S65°44'50"E
L06	10.00	S24°15'10"W
L07	87.92	N65°44'50"W
L08	10.00	N24°15'10"E
L09	28.90	N54°02'31"E

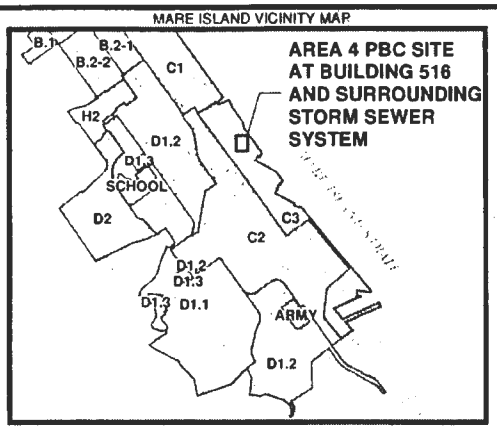
AREA 3 - LINE LENGTH AND BEARING TABLE		
LINE	LENGTH	BEARING
L01	9.38	S65°44'50"E
L02	10.00	S24°15'10"W
L03	9.38	N65°44'50"W
L04	10.00	N24°15'10"E

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.

MARE ISLAND CONTROL POINT VICINITY MAP



MARE ISLAND VICINITY MAP



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

Date: Aug. 25, 2010

David J. Stringer, LS. 5590
For and on behalf of CH2M Hill

PROFESSIONAL LAND SURVEYOR
DAVID J STRINGER
PLS 5590
STATE OF CALIFORNIA

334

D-1

P.O.C

Found 2½ " aluminum disk set in concrete stamped "Mare Island Control Point 18, McGill-Martin-Self, Inc. Orinda CA"

S 74°22' 44" E
1100.25'

P.O.B

L01
L02
L03
L04

AREA 4

1334

LINE LENGTH AND BEARING TABLE		
LINE	LENGTH	BEARING
L1	3.50'	S 16° 00' 00" E
L2	2.00'	S 74° 00' 00" W
L3	3.50'	N 16° 00' 00" W
L4	2.00'	N 74° 00' 00" E

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.

LEGEND

- ⊕ LMI CONTROL POINT
- FENCE
- PROPERTY
- STRUCTURE
- ROAD

N

0 30 Feet

EXHIBIT E
PROPERTY ENVIROMENTAL RESTRICTION AREA
LENNAR MARE ISLAND, VALLEJO, CALIFORNIA

CH2MHILL

BALDUR PROJ MARE ISLAND 264204 MXDS PCB B516 LUC EXHIBIT E B516 SURVEY MXD MBROCKS1 8/25/2010 11:21:44

END OF DOCUMENT