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## MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

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**MARE ISLAND PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

This MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT ("Agreement") dated for reference this 28<sup>th</sup> day of February, 2002, is entered into by and between the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State") the CITY OF VALLEJO ("City") and, for the purpose of agreeing to be bound to the State with respect to Paragraph 15 of this Agreement, LENNAR MARE ISLAND, LLC, a California limited liability company ("Lennar"). The purpose of the Agreement is to settle issues regarding sovereign public trust land title within the Mare Island Naval Shipyard and, through a land exchange, to establish undisputed sovereign land title in certain described lands at Mare Island and terminate actual and state-asserted sovereign land title in other described areas.

As set forth in the Recitals, the terms of the Agreement have been reached in the context of particular problems stemming from closing military bases. Among these problems are complex federal land disposal procedures, hazardous waste or dangerous materials remediation on some parts of Mare Island, and delays in the transfer or conveyance of portions of Mare Island because of the need to complete remediation. Complete implementation of the Agreement and the deeding of all properties affected by it will result in substantial and significant areas secured as public trust lands and put to public trust uses through leases of those lands to the City and to the U.S. Fish and Wildlife Service made in connection with the Agreement. Other areas will not be public trust lands, and may be developed for other than public trust purposes. Terms have been included in the Agreement to assure that, as the State terminates the public trust over time in particular



parcels, the State will receive lands of equal or greater economic value to that in which the public trust has been terminated and, in addition to economic value considerations, the State will receive the parcels of land called for in the Agreement in a timely manner so as to improve the usefulness of its overall public trust land holdings at Mare Island.

### RECITALS

A. This Agreement concerns real property commonly known as the Mare Island Naval Shipyard and one parcel of adjacent real property known as the North Housing Site (referred to as the "Mare Island Settlement Area" and the "North Housing Site"). The Mare Island Settlement Area and the North Housing Site are shown for reference purposes only on **Exhibit A** ("Plat of Mare Island Settlement Area and North Housing Site").

B. The Agreement also concerns real property within the Mare Island Settlement Area which has been divided by the United States into various parcels referred to as Transfer and Disposal Parcels ("Transfer and Disposal Parcels") all of which are shown for reference purposes only on **Exhibit B** ("Plat of Transfer and Disposal Parcels").

C. This Agreement also concerns parcels created by the division of the Transfer and Disposal Parcels for the purposes of this Agreement. Some parts of the Transfer and Disposal Parcels will, through implementation of this Agreement, become state-owned lands subject to the public trust, and some parts of them will not be subject to the public trust, all as depicted in **Exhibit C** ("Plat of Transfer and Disposal Parcels Divided into Public Trust Parcels and Trust Termination Parcels"). The final configuration of public trust lands following the recording of the patents and deeds called for in this Agreement is depicted for reference purposes only in **Exhibit D** ("Final Configuration of Public Trust").

The parcels which together comprise the lands to be confirmed as public trust lands will together be known as the "Public Trust Parcels" and those not to be subject to the public trust will be known as the "Trust Termination Parcels."

D. The parties to this Agreement are the State of California, acting by and through the State Lands Commission, the City of Vallejo, an incorporated city within the State of California and the approved "Local Reuse Authority" as such authorities are described in the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, Sections 2905(b) and 2910(9), and 32 Code of Federal Regulations, Part 175.3(g), and for the purpose of implementing the provisions of Paragraph 15, Lennar. Pursuant to the provisions of Division 6 of the Public Resources Code, including Section 6301, the State Lands Commission is vested with all jurisdiction and authority as to tide and submerged lands (other than interests granted in trust to local entities) held by the State in trust for the benefit of the people of the State.

E. Land title to the Mare Island Settlement Area derives from two sources, a confirmed Mexican land grant purchased by the United States and grants of tide and submerged lands or swamp and overflowed lands from the State to the United States. More specifically, title is derived from:

i. The real property described in the deed by Bissell, et al., to the United States of America ("U.S.") dated January 4, 1853, and recorded in the Official Records of Solano County, California, on April 18, 1853, in Book H of Deeds, at Page 10, to the extent that such property lay within the Rancho de la Yegua as confirmed by the United States Board of Land Commissioners and the United States District Court (the "U.S. Lands").

ii. All of that real property located generally adjacent and contiguous to the western, southern, and eastern boundaries of the U.S. Lands (the "State Lands") as described in those grants made by the State of California to the federal government included in (a) Chapter 43, Statutes of California, approved May 11, 1854; (b) Chapter 81, Statutes of California, approved March 9, 1897; and (c) Chapter 1452, Statutes of California, approved July 18, 1963 (the "State Grants"). Each of the State Grants contains a reversionary clause.

F. Upon its admission to the United States on September 9, 1850, the State of California, by virtue of its sovereignty, received in trust for the purposes of commerce, navigation, and fisheries (the "public trust") all right, title, and interest in tide and submerged lands within its boundaries up to the ordinary high water mark. City asserts that the tide and submerged lands so received were those that had not been previously granted into private ownership by either the Mexican or Spanish government, or granted to pueblos. The tide and submerged lands received by virtue of its sovereignty by the State included such lands surrounding Mare Island in San Pablo Bay and the Napa River.

G. The State also received lands known as swamp and overflowed lands through the federal act known as the Arkansas Swamplands Act, dated September 28, 1850, as a category of land separate from tide and submerged lands.

H. As originally granted by Mexico, the U.S. Lands consisted of that real property described in the Mexican Land Grant to Victor Castro made on May 20, 1841, of "Isla de la Yegua" (Mare Island). Victor Castro sold his claim to Mare Island to several people in 1850. Ultimately, Mare Island was conveyed to Bissell and Aspinwall, who filed a petition with the Board of Land Commissioners set up to ascertain and approve Mexican land claims under the Act of Congress of March 3, 1851. The Board of Land

Commissioners approved the Bissell and Aspinwall claim to the Castro grant "to the water's edge" in 1855. In 1853, Bissell and Aspinwall sold Mare Island to the United States. The Attorney General of the United States thereafter recommended to the Navy that it acquire the right to occupy land adjoining the Mare Island rancho from the State of California, to be filled and developed for naval purposes. A request was made to the California Legislature for a grant, and certain lands were granted through the 1854 legislation.

I. Portions of the lands within the Mare Island Settlement Area are historically marshlands which the United States and City contend were included in the original land grant to Castro and, therefore, are U.S. Lands not subject to the terms of the State Grants or to the public trust. The State contends that the marshlands were not part of the Mare Island grant to Castro, were included in the areas described in the 1854 State Grant and are, therefore, subject to reversion to the State as lands subject to the public trust or as unsold swamp and overflowed lands.

J. Portions of the State Lands within the Mare Island Settlement Area are historically tide or submerged lands, portions of which lie waterward of the mean high tide line, and other portions of which have been filled and reclaimed and are now landward of the mean tide line or otherwise no longer subject to tidal flooding.

K. The geographical extent of the confirmed Mare Island rancho and, thus, of the U.S. Lands, has been the subject of three United States Supreme Court decisions. They are *Irwin v. San Francisco Saving Union*, 136 U.S. 578 (1889); *United States v. O'Donnell*, 303 U.S. 501 (1938); and *Stewart v. United States*, 316 U.S. 354 (1942). Despite these decisions, the extent and location of the U.S. Lands and their boundaries with the State Lands remain subjects of dispute among the State, the City, and the United States. The United States and

City contend that the U.S. Lands include all that real property within the boundaries of Mare Island as shown on that U.S. Public Survey Map of 1923 prepared by Francis E. Joy, U.S. Cadastral Engineer (the "Joy Survey"). The State contends that the Joy Survey did not purport to identify the extent of the Castro land grant; that the Joy Survey was simply a survey of the mean high tide line as it then existed after filling by the United States had moved the mean high tide line a substantial distance waterward; and that the boundaries of the State Lands are based upon the boundary of Mare Island as it existed prior to filling and development and are, in places, landward of the Joy Survey.

L. The City contends that certain lands waterward of the Joy Survey Boundary — generally on the west side — are the result of accretion caused by the gradual deposit of sediments and the flourishing of marsh vegetation on the newly deposited soil, thereby causing the boundaries of the U.S. Lands to expand outward from the Joy Survey boundaries. The United States has not joined in the City's position. In contrast, the State contends that certain of the lands waterward and landward of the Joy Survey boundaries were created by artificial filling by the United States or by artificial accretion, and that the United States holds these lands by grant from the State (with reversionary clauses), and that the United States (or, if it accepts a deed from the United States, the City) cannot take advantage of its own direct or indirect acts which resulted in the filling of lands westward of the Joy Survey boundary. The parties disagree as to the cause or causes of any movements of the waterward edge of the marsh and water lines, and they likewise disagree as to the legal relevance of the cause or causes of these migrations.

M. By the terms of the State Grants, the State claims a right of reversion to all lands conveyed in the State Grants upon the occurrence of events set forth in those grants.

The State further contends that it has a right, upon the occurrence of these events, to terminate United States title to the State Lands.

N. In April 1996, Mare Island Naval Shipyard was closed by the U.S. Navy. Lands constituting the Mare Island Settlement Area presently remain in the ownership of the United States subject to state title rights, some of which are recognized by the United States and/or the City, and some of which are asserted by the State but contested by the United States and/or the City. The City owns the North Housing Site by deed from the United States dated March 23, 1978. Pursuant to the Base Closure and Realignment Act and other applicable federal law, City has approved a Final Reuse Plan identifying appropriate future uses of specific areas within the U.S. Lands. Under the Reuse Plan the Mare Island Settlement Area is to come under City control, except for certain parcels that will become the property of the U.S. Coast Guard, the U.S. Army Reserve, the U.S. Forest Service and the U.S. Fish and Wildlife Service (referred to as the "federal agencies") and the marshlands, inactive dredge ponds and open water areas on the west side of Mare Island and the open water south and east of Mare Island, all of which will be deeded to the State by the United States. The State claims that certain of the real property encompassed within the Reuse Plan is within the State Lands.

O. In developing a settlement, the parties have had to deal with unusual factual circumstances that exist in the base-closure context, including the following:

i. The United States has developed the Mare Island Settlement Area with structures designed for military needs. Many of these structures are not necessary or useful for public trust uses, are substandard for public trust or other uses, and in some cases, are best taken down.

ii. The infrastructure for Mare Island, including the facilities on today's water, will need to be updated, at great cost and delay to development.

iii. The waterfront of Mare Island was developed to meet the needs of military ship repair and construction, rather than civilian uses.

iv. During its occupancy of Mare Island, the United States placed hazardous waste or dangerous materials on the surface or within the ground, including offshore areas, on parts of the Mare Island Settlement Area. Studies have been completed and are still being performed concerning hazardous waste or dangerous materials on the property, and much of the hazardous waste or dangerous materials have been removed. Remediation work is ongoing.

v. The United States will transfer the Transfer and Disposal Parcels to the City and State as the legal conditions for transfer are met. Said transfers will occur according to the individual Transfer and Disposal Parcels, or as part of multi-parcel transfers within the Eastern Early Transfer Parcel or the Western Early Transfer Parcel. Because of this, the deeding of properties under this Agreement will occur over time.

P. These issues together impede development, causing a loss of use to the City and to the State of both lands subject to the public trust and lands which are not subject to the public trust.

Q. Certain portions of the State Lands that, prior to reclamation, were active tidelands subject to the public trust, are no longer suitable for public trust uses. These properties are needed for inclusion in development of uses found by the City to be in the best interest of the economy and public good of the City and the State of California. At the same time, certain portions of the U.S. Lands would be most appropriately used for public

park, marine industry, open space or other uses would be appropriately owned and controlled by the State subject to the public trust. Therefore, exchange of parcels of property whereby the State receives property of equal or greater value under the provisions of California Public Resources Code Section 6307 is appropriate in the circumstances described herein.

R. There is a substantial and bona fide dispute between the United States, City, and State, as to the nature, extent, and location of their respective rights, title and interest in the Mare Island Settlement Area.

S. A determination of the parties' rights, title and interest in the Mare Island Settlement Area will require costly, protracted, and vigorously-disputed litigation with uncertain results if the controversy cannot be resolved by settlement.

T. The parties consider it expedient, necessary, and in their best interests and those of the general public to resolve this title dispute by compromise settlement, avoiding the anticipated substantial costs, time requirements, and uncertainties of litigation.

U. In the interest of settlement, State and City have conducted independent studies and evaluations of the title evidence, the principles of law, the merits of their legal positions, and the value of land within all of the property that is the subject of this Agreement. The parties have created a settlement, embodied in this document, in the interest of all, including the people of the State of California. The State is authorized by Division 6 of the Public Resources Code, including Section 6307, to exchange interests in real property held by the State by reason of its sovereignty for interests in other lands of equal or greater value that are useful for public trust purposes.



V. The settlement allocates the Mare Island Settlement Area, and that portion of Transfer and Disposal Parcel XXI extending east of the Settlement Area, between the City and State (excepting the parcels retained by the United States and shown for reference on **Exhibit A**) and Public Trust Parcels I and IX, which are to be deeded from the United States to the State. The United States chooses not to be a party to this Agreement. It is, however, required by that Memorandum of Agreement By And Between The United States of America And The City of Vallejo, California For The Economic Development Conveyance of Property On The Former Mare Island Naval Shipyard And Associated Properties Within The City of Vallejo, dated September 30, 1999, to quitclaim the U.S. Lands (excepting the federal agency parcels) to City. The United States has also agreed to quitclaim certain of the State Lands to the State, reflecting the United States' position that some, but not all, of the State Lands are subject to reversion. The United States will quitclaim to the City portions of the U.S. Lands identified on **Exhibit B** hereto as Transfer and Disposal Parcels II, IV, V, VI, VII, X, XII, XIV, XV, XVII, XIX, and XXI. These conveyances may occur over time as environmental remediation work or other action required under federal law (the "Transfer Conditions") is taken on the Transfer and Disposal Parcels. By executing this Agreement, the State is not acquiescing in the United States' designation of certain State-claimed lands as "U.S. Lands."

W. The parties have entered an Agreement to settle their dispute regarding sovereign title to tide and submerged lands through a land exchange. The principal terms of the Agreement are described as follows:

i. The Agreement establishes a process through which, over time, the Public Trust Parcels and the North Housing Site will be deeded to the State as lands with

the undisputed title character of lands subject to the public trust, and the Trust Termination Parcels will be patented to the City free of the public trust.

ii. The Agreement recognizes that the Public Trust Parcels, or portions of them, have hazardous waste or dangerous materials in or on them, which will require assessment and remedial action prior to transfer to the State by the City. The Agreement states that the Public Trust Parcels will be transferred to the State by the City or Lennar only after hazardous waste or dangerous materials remediation has been completed, as verified by the California Department of Toxic Substances Control ("DTSC").

iii. The Agreement requires that, as a condition to the recording of the first patent from the State terminating the public trust in one or more Trust Termination Parcels, the State will simultaneously receive title to the North Housing Site and Public Trust Parcel VIIa, which is intended to be used for a public park.

iv. The Agreement requires that, as a condition to the issuance of a patent for a Trust Termination Parcel within each Transfer and Disposal Parcel, the State receive title to the Public Trust Parcel within that Transfer and Disposal Parcel, unless the State, at its option, chooses at its sole discretion to take a portion of the Public Trust Parcel lying within that particular Transfer and Disposal Parcel.

v. The Agreement provides for the issuance of a lease from the State to the City for the lands within the Public Trust Parcels (except certain lands or open waters retained by the State or leased to the U.S. Fish and Wildlife Service) for uses consistent with and in furtherance of the public trust, upon the terms and conditions specified in the lease.

vi. The Agreement requires that the City, when it receives Transfer and Disposal Parcel IV, grant to the State an Industrial Easement for commercial and industrial

access within Trust Termination Parcel IV to and from Berth 20 on the east shoreline of Mare Island and a Public Trust Easement for lay down, shipping, and crane movement.

vii. The Agreement also requires that, should the City of Vallejo receive title to the Army Reserve Area (see **Exhibit A**), the City of Vallejo will deed to the State certain lands within that area as lands of the legal character of tide and submerged lands, and that the State will patent to the City certain lands upland of the lands received from the City as lands free of the public trust.

viii. The Agreement also deals with title to the Mare Island Causeway west of the legislative grant to the City, and sets forth a mechanism to assure sovereign State title in the Causeway and the submerged land underlying it, together with a lease to the City when the State takes title.

## AGREEMENT

In consideration of the foregoing recitals and the following conveyances and terms, the parties hereby agree as follows:

1. City Conveyances of Public Trust Parcels to State. City agrees to grant to the State the real property contained in Public Trust Parcels II, IV, V, VI, VIIa, VIIb, Xa, Xb, XV, and XVII as described in **Exhibit E** ("Descriptions of Public Trust Parcels"), the North Housing Site as described in **Exhibit F** ("Description of North Housing Site"), and the easements described in **Exhibit G** ("Description of Public Trust Easement") and **Exhibit H** ("Description of Industrial Easement"). The City agrees to quitclaim to the State the real property contained in Public Trust Parcels I and IX as described in **Exhibit I** ("Descriptions of Public Trust Parcels I and IX") and Public Trust Parcel XXI as described in Paragraph 7(c). The City's obligation to make a particular conveyance to the State shall arise under the circumstances: (1) when the City has received a Public Trust Parcel through either an Economic Development Conveyance under the Defense Base Closure and Realignment Act of 1990, as amended, Section 2905(b), and 32 Code of Federal Regulations, Part 175.7(e)-(f), or a Public Benefit Conveyance under the Federal Property and Administrative Services Act of 1949, 40 United States Code Section 484(k), and 32 Code of Federal Regulations, Part 176.5(o), which occurs following the issuance of a Finding of Suitability to Transfer under Public Law 101-510 and the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 United States Code, Section 120(h); or (2) after the issuance of and conveyance under a Finding of Suitability for Early Transfer, Public Law 101-510, Section 2905(e) and after the properties have been remediated pursuant to Paragraph 8. The conveyances of these properties shall be in a form substantially similar

to those deeds contained in **Exhibit J** ("Form of City Deed"), **Exhibit K** ("Form of City Deed of Public Trust Easement"), **Exhibit L** ("Form of City Deed of Industrial Easement"), and **Exhibit M** ("Form of City Quitclaim of Public Trust Parcels"), which all shall be conveyed to the State as lands of the legal character of tide and submerged lands subject to the public trust. The timing of the conveyances required by this Paragraph shall be made according to the terms of Paragraphs 5 and 7(c) below, and as further provided in Paragraphs 34 and 35, which set out escrow requirements.

2.     No Warranties Or Representations; Assignment of United States Environmental Covenants. All conveyances by City to State shall be "As Is - Where Is," and City makes no representation or warranty of any kind, express or implied, as to the physical or legal condition of the property granted. Notwithstanding the foregoing, the City and State acknowledge that, through the conveyances underlying this Agreement, all warranties or indemnities provided by the United States pursuant to the Defense Authorization Act of 1993, Pub. L. 102-484 § 330(a)(1), Defense Base Realignment and Closure Act of 1990, Pub. L. 105-510 § 2901 *et seq.*, and the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h), and pertaining to the release or threatened release of any hazardous substance, pollutant, contaminant, petroleum, or petroleum derivative resulting from Department of Defense activities, if any, will be transferred along with the conveyances of Public Trust and Trust Termination Parcels to the City, State, and any successor, assignee, transferee, lender, lessee or grantee to the City or State and any other person or entity that acquires ownership or control of the Mare Island Settlement Area or any portion therein. The City and State acknowledge that

transfers of the Public Trust and Trust Termination Parcels between the City and State do not cause the grantor to lose any warranty or indemnity provided by the United States.

3. State Transfers To City. State agrees to convey by patent, remising and releasing to City, all of the State's right, title and interest existing by virtue of the Arkansas Swamp Lands Act of 1850 or the State's sovereignty in that real property described as Trust Termination Parcels Ia, Ib, Ic, II, IV, X, XII, XIV, XV, XVII, XVIII, XIX, and Island Energy in **Exhibit N** ("Description of Trust Termination Parcels"), reserving to the State the Public Trust Easement and Industrial Easement within that portion of Trust Termination Parcel IV described in **Exhibit G** and **Exhibit H**. The Trust Termination Parcel Island Energy may be conveyed to the City or City's designee. The State will exercise the Public Trust Easement for the trust purposes of lay down, shipping, and crane movement in the Public Trust Easement Parcel upon recordation of the deed of easement. The Industrial Easement shall be available for the purposes of public and private movement of industrial products to and from Berth 20. The State's conveyance of Trust Termination Parcels shall be effected by way of patents substantially in the form attached hereto, marked **Exhibit O** ("Form of State Patent and Trust Termination") and, for Trust Termination Parcel IV, **Exhibit P** ("Form of State Patent and Trust Termination for Trust Termination Parcel IV"). The State's conveyance of Trust Termination Parcel IV shall include a reservation of the easements as outlined above and any access as required by Paragraph 19. The State's patents shall confirm to the City title to the Trust Termination Parcels free of the public trust and terminate any possible State interest existing by virtue of the public trust, swamp and overflowed lands, or any reversionary interest arising from the State Grants, subject to the reservations as addressed above. The timing of the conveyances required by this Paragraph

shall be made according to the terms of Paragraph 5, and as further provided in the Paragraphs 34 and 35 below, which set forth escrow requirements.

4. State Lands Commission Findings. The State approved this Agreement at its public meeting of June 27, 2000, acting pursuant to Calendar Item Number 36 and as amended at its public meeting of September 17, 2001, acting pursuant to Calendar Item Number 68. The State, effective upon recordation of a patent for a particular Trust Termination Parcel, finds and declares that, as to that particular Trust Termination Parcel:

a. All of that Trust Termination Parcel has been improved, filled, and reclaimed; has been excluded from any public channel; is not available or useful or susceptible of being used for commerce, navigation, and fisheries; is not in fact tidelands and submerged lands; is free from the public trust for commerce, navigation and fisheries; and that this Agreement will acquire for the State a substantial title interest in a Public Trust Parcel which is of significant value for public trust uses;

b. This Agreement is in the best interests of the State for:

i. the improvement of navigation;

ii. the enhancement of the configuration of the shoreline for the improvement of the water and upland; and

iii. the protection, preservation and enhancement of the tidelands and submerged lands and public access thereto pursuant to the public trust;

c. The conveyances made pursuant to this Agreement will not substantially interfere with the rights of fishing and navigation in San Francisco Bay, San Pablo Bay, or tributary channels of either bay;

d. Sovereign interests within the Trust Termination Parcel are not necessary or useful for commerce, navigation, or fisheries, and sovereign interests are better served by the acquisition of title to the Public Trust Parcels and the North Housing Site;

e. The sovereign interests within the Trust Termination Parcel comprise only a small part of the land lying within the historic Napa River and San Pablo Bay;

f. The value of non-sovereign interests to be received in the Public Trust Parcels is greater than or equal to the value of sovereign interests to be released in the Trust Termination Parcels;

g. The parties have a good faith and bona fide dispute as to their respective interests within the Mare Island Settlement Area. This Agreement is a compromise of the contested issues of law and facts upon which the dispute is based, and is entered in lieu of the costs, delay, and uncertainties of title litigation, and is consistent with and authorized by the requirements of law; and

h. Because this Agreement is in settlement of a title dispute, it is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.11.

5. Conveyances to Occur by Transfer and Disposal Parcels. As a condition to the issuance by the State of a patent for a Trust Termination Parcel lying within a Transfer and Disposal Parcel, the State shall receive a deed for the Public Trust Parcel lying within that Transfer and Disposal Parcel. At its option, which it may exercise at its sole discretion, the State may choose to take a portion of the applicable Public Trust Parcel lying within the particular Transfer and Disposal Parcel. If requested, the State may also opt to take a different Public Trust Parcel from the one comprised within the particular Transfer and



Disposal Parcel in exchange for issuance of a Patent for the Trust Termination Parcel lying within that Transfer and Disposal Parcel.

6. State to Convey Trust Termination Parcel XV Upon City Conveyance of Public Trust Parcel VIIa and North Housing Site. As a condition to the issuance of a patent for Trust Termination Parcel XV described in **Exhibit N**, the State shall receive deeds for Public Trust Parcel VIIa as described in **Exhibit E** and the North Housing Site as described in **Exhibit F**. At the State's sole option, the State may waive receipt of the North Housing Site in conjunction with its patent of Trust Termination Parcel XV on terms stipulated by the State to receive the North Housing Site at a later time.

7. State Receipt of Title to Public Trust Parcels I, IX, and XXI.

a. The State shall receive title to Public Trust Parcels I and IX as described in **Exhibit I**, or, at the State's option, portions thereof, by quitclaim deed from the United States as land of the legal character of tide and submerged lands.

b. The City shall quitclaim to the State any rights it has in Public Trust Parcels I and IX by deed in the form attached as **Exhibit M**. At the State's request, a lesser portion of Public Trust Parcels I or IX may be quitclaimed by the City.

c. The City and State agree that the portion of Transfer and Disposal Parcel XXI (the "Causeway") lying west of the legislative grant to the City as described in Chapter 310, Statutes of 1913, as amended, and continuing west to the westerly boundary of Parcel IX (hereafter referred to as "Public Trust Parcel XXI"), will be sovereign land at the termination of United States' ownership and the State's acceptance of title. The terms of Paragraphs 7(b) and 7(c) address the achievement of full State ownership of the submerged lands under the Causeway, and the Causeway structure overlying and affixed to the

submerged land, given the fact that the United States may convey the structure to the City sometime after the effective date of this Agreement.

i. The City may accept a conveyance from the United States of Transfer and Disposal Parcel XXI. The City shall quitclaim to the State Public Trust Parcel XXI when the State has accepted title to the portion of Public Trust Parcel IX underlying the Causeway, or when the State has secured a judgment establishing its title to the land underlying the Causeway within Public Trust Parcel IX.

ii. If the United States conveys to the City title to the causeway structure and to the land underlying it, the City will convey both the structure and the land to the State.

iii. Upon the State's acceptance of ownership, the State and City shall include Public Trust Parcel XXI described in Paragraph 7(c)(i), including the submerged land underneath the Causeway structure, as part of the lease between the State and City referred to in Paragraph 16 according to the terms of that lease.

8. No Conveyance of a Public Trust Parcel by City to State to Occur Until Hazardous Waste or Dangerous Materials Remediation Completed.

a. The State shall not be required to accept title to any Public Trust Parcel or the North Housing Site from the City unless and until all required assessment and remedial action has been completed concerning that Public Trust Parcel or the North Housing Site, as certified to the State in writing by the DTSC. Such certification shall consist of the issuance of a certification, closure approval, or similar letter by DTSC attesting that all required assessment and remedial action has been completed pursuant to the Consent Agreement governing the Parcel or Site, or, if there is no such Consent

Agreement, pursuant to the legal requirements administered by DTSC applicable to the respective Parcel or Site. Said letter shall document that the required remedial actions have been implemented subject to any remaining long-term obligations such as operation and maintenance, review and/or monitoring, and documenting that DTSC has entered into an enforceable agreement with a responsible party, requiring that the responsible party implement those remaining long-term obligations. The State shall not be responsible for contributing to any costs associated with said long-term obligations.

b. In this Agreement, the term "hazardous waste" shall mean, without limitation any hazardous substances, pollutants, contaminants, or solid wastes subject to or regulated under State or federal law including, but not limited to, "hazardous substances" as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601(14) ("CERCLA"); "hazardous substances" as defined by the Hazardous Substance Account Act, California Health & Safety Code §§ 25316, 25317; "wastes," "contaminants," or "pollutants," as defined by the Porter-Cologne Act, California Water Code § 13050(d), (k), or (l); "solid wastes," as defined by § 1004(27) or the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6903(27) (commonly known as the "Resource Conservation and Recovery Act") ("RCRA"); "oil," as defined by § 311(a)(1) of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1321(a)(1) (commonly known as the "Clean Water Act"); "oil," as defined by § 1001(23) of the Oil Pollution Act of 1990, 33 U.S.C. § 2701(23) ("OPA"); any natural gas, natural gas liquids, petroleum refining, exploration, development and/or production, including, but not limited to, drilling fluids, produced waters, waste oil, and oil field mud.

c. In this Agreement, the term "dangerous materials" shall mean explosives, ordnance, compressed gases, flammable liquids and solids, oxidizers, reactives, poisons, infectious substances, radioactive materials, and corrosive materials.

9. State Assignment of Interests in the Gap Lands to City. The State agrees to remise, release, and quitclaim to the City any interest the State possesses to that portion of Trust Termination Parcels Ib and XVIII lying westerly of the Joy Survey Boundary line of 1923 ("Gap Lands") and described in **Exhibit Q** ("Legal Description of Gap Lands") attached hereto, and hereby authorizes the United States to quitclaim any interest the United States possesses in the Gap Lands directly to the City. Following execution of this Agreement, the State shall deposit into escrow a quitclaim to the City for the Gap Lands substantially in the form attached hereto as **Exhibit R** ("Form of State Quitclaim of Gap Lands"). Escrow Agent shall record said quitclaim of the Gap Lands only upon recordation of grant deeds from the City to the State for Public Trust Parcel VIIa described in **Exhibit E** and the North Housing Site described in **Exhibit F**. However, this requirement need not be met if Public Trust Parcel VIIa and the North Housing Site have previously been deeded to the State or if Public Trust Parcel VIIa has been deeded to the State and the State has waived its receipt of the North Housing Site on terms stipulated by the State to receive the North Housing Site at a later time. In either case, Escrow Agent shall record said quitclaim upon receipt of the deeds and other documents necessary to close escrow to Gap Lands. Immediately thereafter, Escrow Agent shall record the United States quitclaim to City of any right, title or interest the United States possesses in said Gap Lands.

10. Receipt by State of Title to Public Trust Parcel VI. If the City has not conveyed Public Trust Parcel VI to the State by April 1, 2005, because the City has not

received title to Transfer and Disposal Parcel VI from the United States, the City shall, at the request of the State, seek by all available means to enforce the Economic Development Conveyance Memorandum of Agreement between the City and the United States or any other applicable agreement governing conveyance of the Parcel in order to complete the cleanup and transfer of Transfer and Disposal Parcel VI to City.

11. Patent of Trust Termination Parcels not Containing Public Trust Parcels. For Transfer and Disposal Parcels that do not contain any Public Trust Parcels, the State shall issue a patent for that Trust Termination Parcel to the City when the United States has conveyed the Transfer and Disposal Parcel to the City.

12. State Transfer of Trust Termination Parcels Ia, Ib and Ic to the City. The State shall issue a patent to the City for Trust Termination Parcels Ia, Ic, and that portion of Ib not previously quitclaimed to the City under Paragraph 9 when the United States has quitclaimed Trust Termination Parcels Ia, Ib, and Ic to the State.

13. Future Deeds of Army Reserve Site. If the City receives title to Transfer and Disposal Parcel III (the "Army Reserve Site") after the Effective Date of this Agreement, City shall grant to the State that portion of Transfer and Disposal Parcel III lying waterward of the southerly extension of the western boundary of Public Trust Parcel IV as land of the legal character of tide and submerged lands. The City shall also grant to the State a public trust easement in that portion of Transfer and Disposal Parcel III bounded by the southerly extension of the eastern and western boundaries of the Public Trust Easement described in **Exhibit G**. This public trust easement shall be exercised for the purposes of lay down, shipping and crane movement. Simultaneous with receipt of these grants, the State shall issue a patent and trust termination for so much of Transfer and Disposal Parcel III lying

landward of the southerly extension of the western boundary of Public Trust Parcel IV, reserving from that conveyance the public trust easement referenced above. The State and City shall accomplish the exchange described in this Paragraph by separate agreement, subject to escrow instructions as then agreed to by the parties and to the issuance of title commitments acceptable to the parties as a condition to the close of escrow.

14. Restrictions on City Leases of Public Trust Parcels. Following the City's receipt of a Transfer and Disposal Parcel from the United States, but before the deed and patent for the Public Trust and Trust Termination Parcels contained within have been recorded, the City shall not lease the Public Trust Parcel portion for a period exceeding twenty (20) years and said leases shall be limited to public trust uses.

15. Restrictions on City Conveyance of Transfer and Disposal Parcels. Following the City's receipt from the United States of a Transfer and Disposal Parcel which contains both a Public Trust and a Trust Termination Parcel, but before the deed and patent for any Public Trust or Trust Termination Parcel contained within it have been recorded, the City shall not convey the Trust Termination Parcel, except pursuant to the provisions in Paragraphs 15(a) through 15(g), inclusive.

a. The City may convey Transfer and Disposal Parcel IV to Lennar prior to the State's receipt of Public Trust Parcel IV, to expedite remediation of Transfer and Disposal Parcel IV and to realize the benefits of early transfer by allowing simultaneous infrastructure and other development. Such conveyance shall be subject to delivery by the City and Lennar to State of evidence that the conditions and covenants in 15(a)(i)-(a)(iii) outlined below are or will be satisfied. Lennar shall present evidence reasonably satisfactory

to State that 15(a)(iv) and (v) below have been satisfied prior to any transfer of any property covered by this Agreement from the City to Lennar or from Lennar to third parties.

i. Lennar shall satisfy or cause to be satisfied the conditions under this Agreement to enable the City to conclude the property transfers to and from the State contemplated in this Agreement to the extent that a conveyance from Lennar to City or State is required to do so;

ii. Lennar is a party to a Consent Agreement issued by DTSC which requires the assessment and remediation of Public Trust Parcel IV. Lennar agrees that Lennar will propose to DTSC a schedule of investigation and remediation designed to complete necessary remediation of Public Trust Parcel IV no later than the completion of necessary remediation of Trust Termination Parcel IV. Lennar agrees to provide the State with reasonable notice and opportunity to comment on any proposal to materially modify the schedule of investigation and remediation for Public Trust Parcel IV;

iii. The Consent Agreement requires DTSC to consult from time to time with the State concerning the status of the remedial action on Public Trust Parcel IV. The State and Lennar acknowledge that the final determination of necessary remedial actions and institutional controls lies with DTSC. Lennar will propose to DTSC that the remedial actions and institutional controls required for Public Trust Parcel IV be based upon the proposed land uses described in the Development Plan attached as **Exhibit S** ("Mare Island Land Use Plan"). The State, the City, and Lennar agree to accept such remedial actions on Public Trust Parcel IV as finally determined by DTSC and outlined in the Consent Agreement;

iv. Lennar may not transfer title to, or encumber, all or a part of Trust Termination Parcel IV prior to the State's receipt of Public Trust Parcel IV in accordance with Paragraph 8(a) of this Agreement, except where Lennar remains contractually bound to perform all terms, conditions, and conveyances which may be necessary to implement the land exchange which is the subject of this Agreement and to comply with the Consent Agreement concerning said Public Trust Parcel; and

v. Lennar and Lennar's transferee shall waive any claims or defenses such as estoppel, waiver, and laches to the State's asserted sovereign lands claim to the extent such claims or defenses are based upon actions taken by Lennar or Lennar's transferee to improve the property after the transfer of the property to Lennar.

b. A conveyance of any beneficial interest under this section shall be effected by recorded instrument substantially in the form attached hereto as **Exhibit T** ("Form of Conveyance Instrument"), which recognizes the State's asserted public trust claims in the property as such claims are reflected in this Agreement, pending remediation and transfer of Public Trust Parcel IV to the State. Once remediation is completed in accordance with Paragraph 8(a) of this Agreement and the deed for the Public Trust Parcel to the State has been recorded, the State shall issue a patent for the Trust Termination Parcel to the City as provided in this Agreement, so as to clear title to said Parcel of all public trust claims by the State.

c. No later than ninety (90) days from the date a conveyance of any part of Transfer and Disposal Parcel IV from the City to Lennar is recorded, Lennar shall deliver to the State a security bond or letter of credit ("Security Bond") in the amount of \$2 million in a form acceptable to the State. Upon the State's receipt of Public Trust Parcel IV in



accordance with Paragraph 8(a) of this Agreement, or upon termination of the Consent Agreement based on failure of Lennar or the City to receive the funds for environmental services from the United States provided for by the ESCA, the State shall release its right in the Security Bond to the issuer. However, the State shall not be required to release its right in the Security Bond upon the failure of Lennar or the City to receive funds for environmental services from the United States provided for by the ESCA if the reason for the failure is the material default by Lennar of its obligations under the Mare Island Remediation Agreement ("MIRA"). If Lennar or the City should subsequently receive these funds from the United States, Lennar shall reinstate the bond required under this section subject to the identical terms and conditions. If at any time prior to the State's release of its rights in the Security Bond to the issuer DTSC has made a final determination that Lennar is in material, uncured default of the Consent Agreement and a cure period of one year has expired without cure, the State may redeem the Security Bond.

Notwithstanding redemption of the Security Bond by the State, Public Trust Parcel IV will remain subject to the public trust and be available for transfer to the State in accordance with this Agreement.

d. At any time during the pendency of remediation, the State may choose to accept Public Trust Parcel IV without certification from DTSC. In order to provide the State with this option, Lennar shall, upon receipt of Public Trust Parcel IV, deposit into escrow a deed to Public Trust Parcel IV naming the State as grantee substantially in the form attached hereto as **Exhibit U** ("Form of Lennar Deed to State for Public Trust Parcel IV"). Notwithstanding such early transfer of Public Trust Parcel IV to the State, the State may redeem the Security Bond pursuant to Paragraph 15(c) above. The State, in turn, must

allow Lennar the opportunity to complete its obligations under the MIRA and the Consent Agreement.

e. No later than ninety (90) days from the date a conveyance of any part of Transfer and Disposal Parcel IV from the City to Lennar is recorded, Lennar shall provide public access to and along the shoreline of Public Trust Parcel IV, to the extent allowed in accordance with the Site Control Plan prepared pursuant to the Consent Agreement, subject to closures necessary to protect public health, safety, or the environment or to protect the integrity of environmental investigations or remediation, all as determined by either a regulatory agency such as DTSC or by the environmental contractor responsible for investigation and remediation of Public Trust Parcel IV.

f. In the event remediation and transfer of Public Trust Parcel IV has not occurred and public access to and along the shoreline of Public Trust Parcel IV is not available within one year of the effective date of this Agreement due to site control limitations or because the State has not received title to Public Trust Parcel IV, the City and Lennar shall provide the alternate route of access shown in **Exhibit V** ("Plat of Alternative Access"). Said access shall be by an easement in favor of the people of the State of California or other legal method acceptable to Lennar and the State. The purpose of such alternate access is to provide continuous public access to and along the shoreline notwithstanding that the State has not received or the public has been denied access to a part of Public Trust Parcel IV. The City or Lennar, upon written notice to the State, may relocate said route of access described in **Exhibit V** only with the consent of the State, which the State agrees will not be unreasonably withheld, or under a finding by the State or local government that relocation is necessary to protect public health or safety. Such relocated

route of access shall be as close to the shoreline as practicable. When the State has received title to all of Public Trust Parcel IV through the land exchange embodied in this Agreement, the State will release this right to such alternate access.

g. Lennar shall not transfer fee title to any portion of Trust Termination Parcel IV conveyed to it by the City under the terms of this Agreement until it has received the second installment of remediation funds as specified under the ESCA. Said limitation shall not prohibit the conveyance of a leasehold interest. If Lennar or the City does not receive the second installment of funds as specified under the ESCA within ninety (90) days of the date specified in the ESCA, the parties shall meet and confer regarding mutually acceptable steps to carry out the terms of the Agreement, including filing an action to compel the United States to undertake its obligations under the Defense Base Realignment and Closure Act of 1990, Pub. L. 105-510 § 2901 *et seq.*, and the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h). Notwithstanding such a meet and confer requirement, this Agreement shall remain in full force and effect unless amended by the parties in writing.

16. Leaseback of Public Trust Parcels. Upon receipt of title to Public Trust Parcel VIIa, and continuing for a period specified in the lease, the State agrees to lease to the City, subject to the public trust as it applies to tide and submerged lands, each of the Public Trust Parcels, including Public Trust Parcel XXI and the submerged lands underlying the Causeway structure, as the parcels are deeded to and accepted by the State except for marshlands, open water, and inactive dredge ponds contained within Parcel I as shown in **Exhibit W** ("Description of Inactive Dredge Ponds") and lands or open waters retained by the State. Public Trust Parcels leased to the City are subject to the use restrictions,

reservations, and terms of the lease. The State intends to retain some lands and open waters and to lease that portion of Public Trust Parcel I comprised of marshlands, open water, and inactive dredge ponds as shown in **Exhibit W** to the U.S. Fish and Wildlife Service. The lease to the U.S. Fish and Wildlife Service, and not this Agreement, shall control as to the terms and conditions regarding the future use of the land described in **Exhibit W**.

17. Public Trust Easement. Upon receipt of title to the land within Transfer and Disposal Parcel IV from the United States, the City shall grant to the State a Public Trust Easement to be exercised by the State for purposes of lay down, shipping and crane movement in the land described in **Exhibit G**. This grant of Public Trust Easement shall be in the form of an easement attached as **Exhibit K**. This Public Trust Easement shall also appear as a reservation in the State's patent and trust termination issued to the City for Trust Termination Parcel IV.

18. Industrial Easement. Upon receipt of title to the land within Transfer and Disposal Parcel IV from the United States, the City shall grant to the State an Industrial Easement for the purposes of public and private movement of industrial products to and from Berth 20 within the land described in **Exhibit H**. This grant shall be in the form of an easement attached as **Exhibit L**. This easement shall be appurtenant to and benefit that area described in **Exhibit X** ("Description of Parcel to Which Industrial Easement Is Appurtenant"). This Industrial Easement shall also appear as a reservation in the State's patent and trust termination issued to the City for Trust Termination Parcel IV.

19. City Provision of Access to the Public Trust Parcels. The State shall have legal pedestrian and vehicular access to the Public Trust Parcels from the time they are conveyed to the State. As Mare Island is developed, the recordation of subdivision maps

will create dedicated streets that will provide access to the Public Trust Parcels. In the meantime, the City will provide the State with legal, insurable access to the Public Trust Parcels either by means of specific deeds of easement (which shall terminate upon the dedication of streets that provide access to the parcel in question), or by the less cumbersome method of license, which, for example, could specify that the State has access to the Public Trust Parcels by way of the named (but undedicated) streets of the Mare Island Naval Shipyard. Any such license shall be irrevocable until final subdivision maps are recorded and attendant street dedications provide equivalent access. It is the parties' understanding that such a license will be sufficient for the title insurer to issue its extended coverage title policy which provides access coverage as referred to in Paragraph 34(b).

20. Remediation and Transfer Status Report. Beginning six (6) months following the execution of this Agreement by all parties and continuing every six (6) months thereafter, the City shall mail to the State a semi-annual status report regarding remediation of hazardous waste and dangerous materials and transfers of land by the United States. These reports shall be prepared by staff at City's Community Development Department and mailed between the first and fifth days of each semi-annual month, by two copies. One shall be addressed to the Executive Officer, State Lands Commission and the other to the Chief, Land Management Division, State Lands Commission. Each report shall list:

- a. The Transfer and Disposal Parcels which have been transferred to date by the United States;
- b. The identity of Transfer and Disposal Parcels which have been remediated;

c. Remediation work which is ongoing by Transfer and Disposal Parcel;  
and

d. Estimated dates of conveyance from the United States to the City of each remaining Transfer and Disposal Parcel.

21. Acceptance of Conveyances and Consent to Recording. By their execution of this Agreement, the parties each agree to accept the conveyance of interests in land referred to in this Agreement and consent to the recording of this Agreement and other documents executed pursuant to this Agreement.

22. Judicial Confirmation on Validity of Settlement Agreement. Within forty-five (45) days of the effective date of this Agreement, the City shall submit the settlement embodied in this Agreement to a court of competent jurisdiction to confirm the validity of this settlement by court judgment. The City and the State shall cooperate in obtaining any such confirmatory court judgment.

23. Appeal of Judgment Waived. Upon entry of a judgment confirming the validity of the settlement embodied in this Agreement as provided in Paragraph 22 above, each party shall be deemed to have waived any right to appeal from said judgment.

24. Further Assurances. So long as authorized by applicable laws to do so, the parties will perform such other acts, and execute, acknowledge and deliver all further conveyances and other instruments that may be necessary to assure to the other parties all of the respective properties, rights, titles, interests, remedies, powers and privileges to be conveyed or provided for by this Agreement.

25. Execution Before a Notary Public. All signatures of the parties to this Agreement and all deeds and other conveyances executed pursuant to this Agreement shall

be acknowledged before a Notary Public and a certificate of acknowledgement shall be attached to the executed Agreement and other documents to allow them to be recorded in the Office of the Recorder of the County of Solano, California.

26. Agreement for Compromise and Settlement. It is expressly understood by the parties that the provisions set forth in this Agreement have been agreed upon for purposes of compromising and settling the respective disputed interests of the parties in the Mare Island Settlement Area.

27. No Admission or Effect if Agreement Not Made Effective. In the event this Agreement does not become effective, nothing in it shall constitute, or be construed as, an admission by any party hereto or evidence concerning the boundaries, physical character, or character of title or interest in the U.S. Lands or State Lands.

28. No Effect on Other Lands. The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the U.S. Lands or State Lands.

29. Agreement Binding on Successors. All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the parties.

30. No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement.

31. Modification. No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by the parties to this Agreement.

32. No Effect on Other Government Jurisdiction. This Agreement has no effect whatsoever on the regulatory, environmental or other jurisdiction of any federal, state, local, or other government entity not a party to this Agreement.

33. Headings. The title headings of the sections of this Agreement are inserted for convenience only and shall not be considered in construing this Agreement.

34. Escrow.

a. The City and State have agreed to open an escrow with First American Title Guaranty Company ("Escrow Agent"). The City and State shall submit mutually agreeable escrow instructions to the Escrow Agent for the recording of this Agreement and its associated deeds substantially in conformance with Paragraphs 34 and 35 of this Agreement, among other terms and conditions governing the close of escrow that may be agreed to by the City and State.

b. The City and State anticipate that the exchange of lands in the Agreement will occur over time and through multiple conveyances and closings. To facilitate the execution of these multiple conveyances and closings, the City and State intend to maintain an open escrow account. Escrow shall close as to individual Public Trust Parcels and Trust Termination Parcels according to the mutually agreeable escrow instructions referenced above.

c. Upon execution of the Agreement, the State shall deposit the following documents into escrow:

i. A certified copy of the minute item showing the State's approval of Calendar Item No. 36 at its regular public hearing on June 27, 2000, and a certified copy of the minute item showing the State's approval of Calendar Item No. 68 at



its regular public hearing on September 17, 2001, all showing the Commission's approval of this Agreement and the amendments thereto and the Commission's authorization that the Agreement and the patents referred to in Paragraph 3 be executed and delivered on the State's behalf according to the terms of this Agreement and its escrow instructions; and

ii. This Agreement, duly and properly executed by the State.

d. Upon execution of the Agreement, the City shall deposit into escrow:

i. A certified copy of Resolution No. 02-43 N.C. adopted by the City Council of the City of Vallejo on January 29, 2002, approving this Agreement and authorizing that it be executed on the City's behalf, including the deeds referred to in Paragraph 1, according to the terms of this Agreement and to its escrow instructions; and

ii. This Agreement, duly and properly executed by City.

e. Upon execution of this Agreement, Lennar shall deposit into escrow:

i. This Agreement, duly and properly executed by Lennar; and

ii. A certified copy of a corporate resolution or certificate of incumbency authorizing the signatory to execute and deliver documents on behalf of the corporation.

35. Recordation of Agreement and Close of Escrow.

a. Upon receipt of all documents listed in Paragraph 34 above, the Escrow Agent shall record this Agreement in the Office of the County Recorder for the County of Solano, California, and provide notice to the State, City, and Lennar of such recordation. In addition to said notice, Escrow Agent shall provide each party with a certified copy of the Agreement, duly recorded. The purpose of the recordation of this

Agreement is to put all persons on notice of this Agreement and its terms and to make this Agreement effective among the parties.

b. In addition to other terms and conditions, the escrow instructions referenced in Paragraphs 34(a) and 34(b) shall require that, after recordation of this Agreement and for each individual parcel or portion thereof, the City and State submit the following documents into escrow:

- i. State approval in writing of the condition of title as shown in pro forma title commitments for each Public Trust Parcel or the North Housing Site, including an extended coverage title policy which provides for coverage of access to the North Housing Site or Public Trust Parcel about to be received;
- ii. Written verification from the State that all required assessment and remedial action has been completed in accordance with Paragraph 8 of this Agreement;
- iii. City approval in writing of the condition of title as shown in pro forma title commitments for each Trust Termination Parcel;
- iv. Deeds substantially in the form attached hereto as appropriate to the particular parcel or conveyance, duly and properly executed (deeds shall be submitted at the time a particular parcel is to be conveyed); and
- v. Written confirmations from the City and State that the particular parcel or portion thereof is ready for recordation of the deeds pertaining thereto.

c. The recording of deeds and patents subsequent to the recordation of this Agreement shall be controlled by the terms of the Agreement and the escrow instructions entered by the City and State.

36. Purpose to Perfect Title. This Agreement is intended solely for the purpose of perfecting title to lands within the U.S. Lands and State Lands and, accordingly, for tax assessment purposes, the quitclaims and patents described herein do not involve a change in ownership pursuant to Section 62(b) of the California Revenue and Taxation Code.

37. Allocation of Costs and Expenses. The City shall pay the expenses and fees of the Escrow Agent, including those costs associated with document preparation and recordation of this Agreement, its deeds and patents, and any associated documents. All other fees (such as for a title insurance policy), costs and expenses of any attorney, engineer or other person employed or retained by a party in connection with the transactions underlying this Agreement shall be borne by the party incurring the fee, cost or expense.

38. Effective Date. This Agreement shall become effective only upon execution and recordation of this Agreement. To become effective, this Agreement must be recorded by July 1, 2002.

39. List of Exhibits. **Exhibits A through X** are attached to this Agreement and incorporated herein.

To witness this Agreement, a duly authorized officer of each party has executed it below on the date opposite each signature.

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

DATED: 2/28/02

By: Paul D. Thayer  
Paul D. Thayer  
Executive Officer

Approved as to form:

Bill Lockyer  
Attorney General  
State of California

DATED: 2-28-02

By: Joseph C. Rusconi  
Joseph C. Rusconi  
Deputy Attorney General

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SACRAMENTO

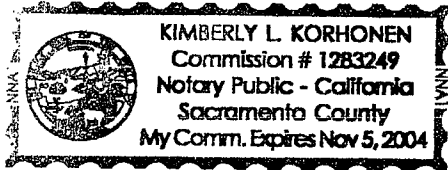
SS.

On Feb. 28, 2002, before me, Kimberly L. Korhonen, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Paul D. Thayer,  
Name(s) of Signer(s)

- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Kimberly L. Korhonen  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: MADE ISLAND PROPERTY SETTLEMENT & EXCHANGE AGREEMENT

Document Date: Feb 28, 2002 Number of Pages: 44 (including EXHIBITS A-Z)

Signer(s) Other Than Named Above: JOSEPH RUSCAI

### Capacity(ies) Claimed by Signer

- Signer's Name: PAUL D. THAYER
- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☒ Other: EXECUTIVE OFFICER

Signer Is Representing: CA STATE LANDS COMMISSION



CITY OF VALLEJO

DATED: 2/27/02

By:

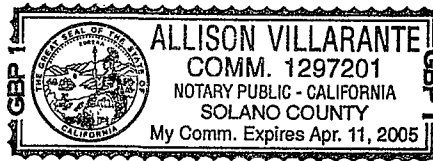
David R. Martinez  
City Manager

STATE OF CALIFORNIA

COUNTY OF SOLANO

On 2-27-2002, 2002 before me, ALLISON VILLARANTE,  
personally appeared DAVID R. MARTINEZ,  
personally known to me to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person or entity on behalf of which the  
person acted executed the instrument.

WITNESS my hand and official seal.



Signature of Notary  
SIGNATURE OF NOTARY

Approved as to form:

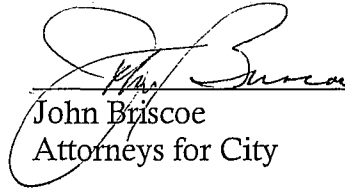
DATED: 2-27-02

By:

Frederick G. Soley  
Frederick G. Soley  
City Attorney, City of Vallejo

STOEL RIVES LLP

DATED: Feb. 27, 2002

By:   
John Briscoe  
Attorneys for City

In consideration for the amendments to this Agreement in Paragraph 15 which permit conveyance of Transfer and Disposal Parcel IV in the manner described therein, Lennar hereby executes this Agreement for the purposes of agreeing to be bound to the State with respect to the restrictions on transfer and obligations of Lennar under Paragraph 15 of

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this Agreement. No assignment or transfer by Lennar of any interest under this Agreement will relieve Lennar of its obligations under this Agreement.

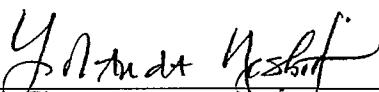
LENNAR MARE ISLAND, LLC, a  
California limited liability company by  
LENNAR HOMES OF CALIFORNIA,  
INC., a California corporation, managing  
member

DATED: 2/27/02

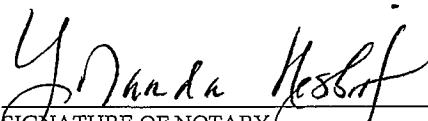
By:   
Greg McWilliams  
Vice President

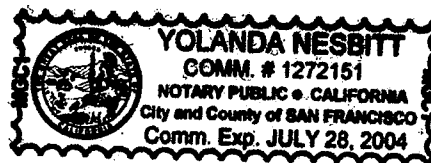
STATE OF CALIFORNIA

COUNTY OF San Francisco

On February 27, 2002 before me,   
Greg McWilliams, personally appeared  
personally known to me to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person or entity on behalf of which the  
person acted executed the instrument.

WITNESS my hand and official seal.

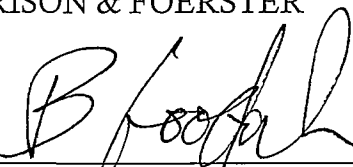
  
SIGNATURE OF NOTARY



Approved as to form:

MORRISON & FOERSTER

DATED: 2/27/02

By:   
Bruce Reed Goodmiller  
Attorneys for Lennar Mare Island



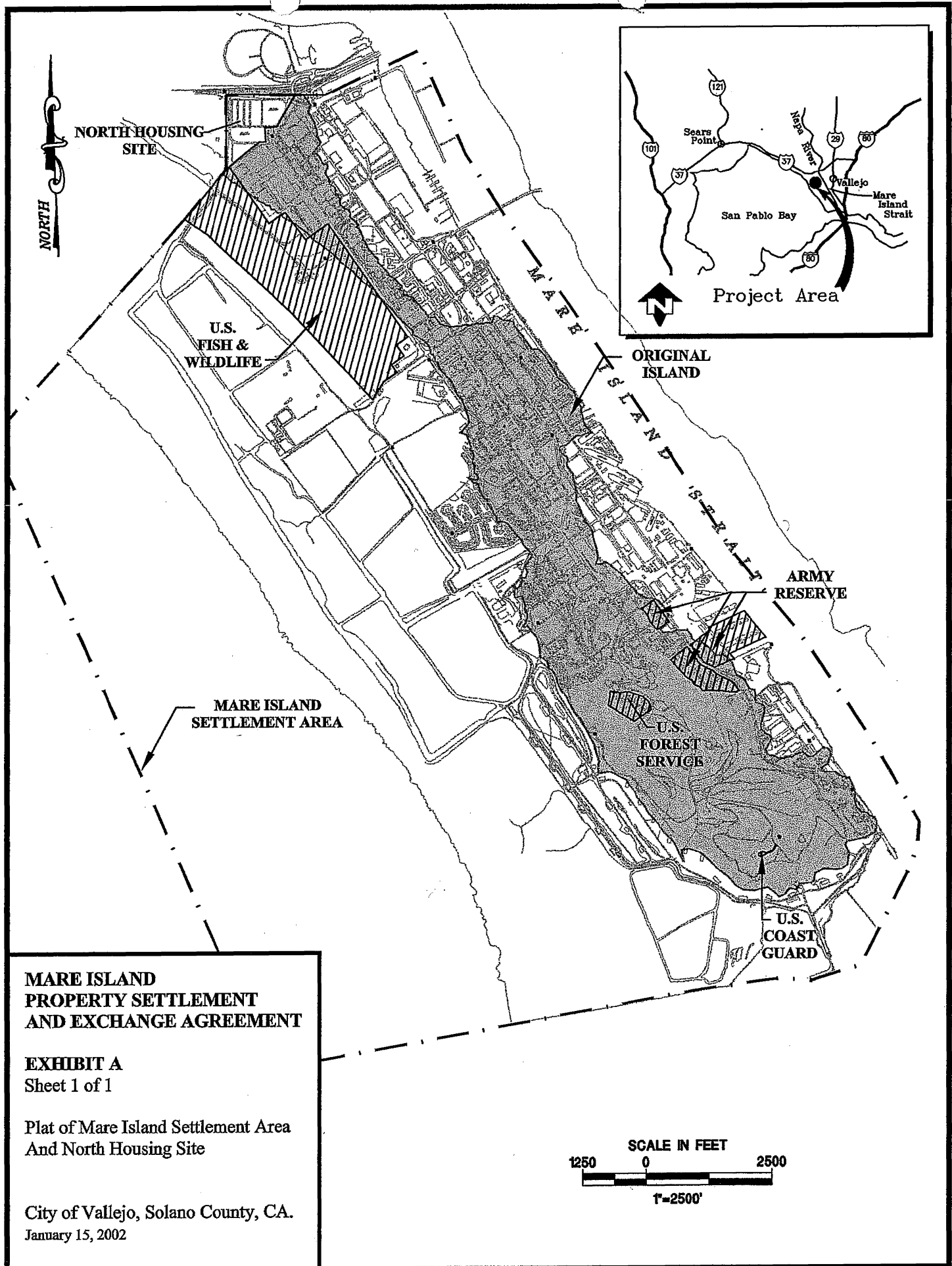
IN APPROVAL WHEREOF, I, GRAY  
DAVIS, Governor of the State of California,  
have set my hand and caused the Seal of the  
State of California to be hereunto affixed  
pursuant to section 6107 of the Public  
Resources Code of the State of California.  
Given under my hand at the City of  
Sacramento this, the 15th  
day of March, in the year of  
our Lord two thousand and two.

Gray Davis  
GRAY DAVIS  
Governor, State of California



Attest:  
SECRETARY OF STATE

By: Bill Jones  
BILL JONES  
Secretary of State



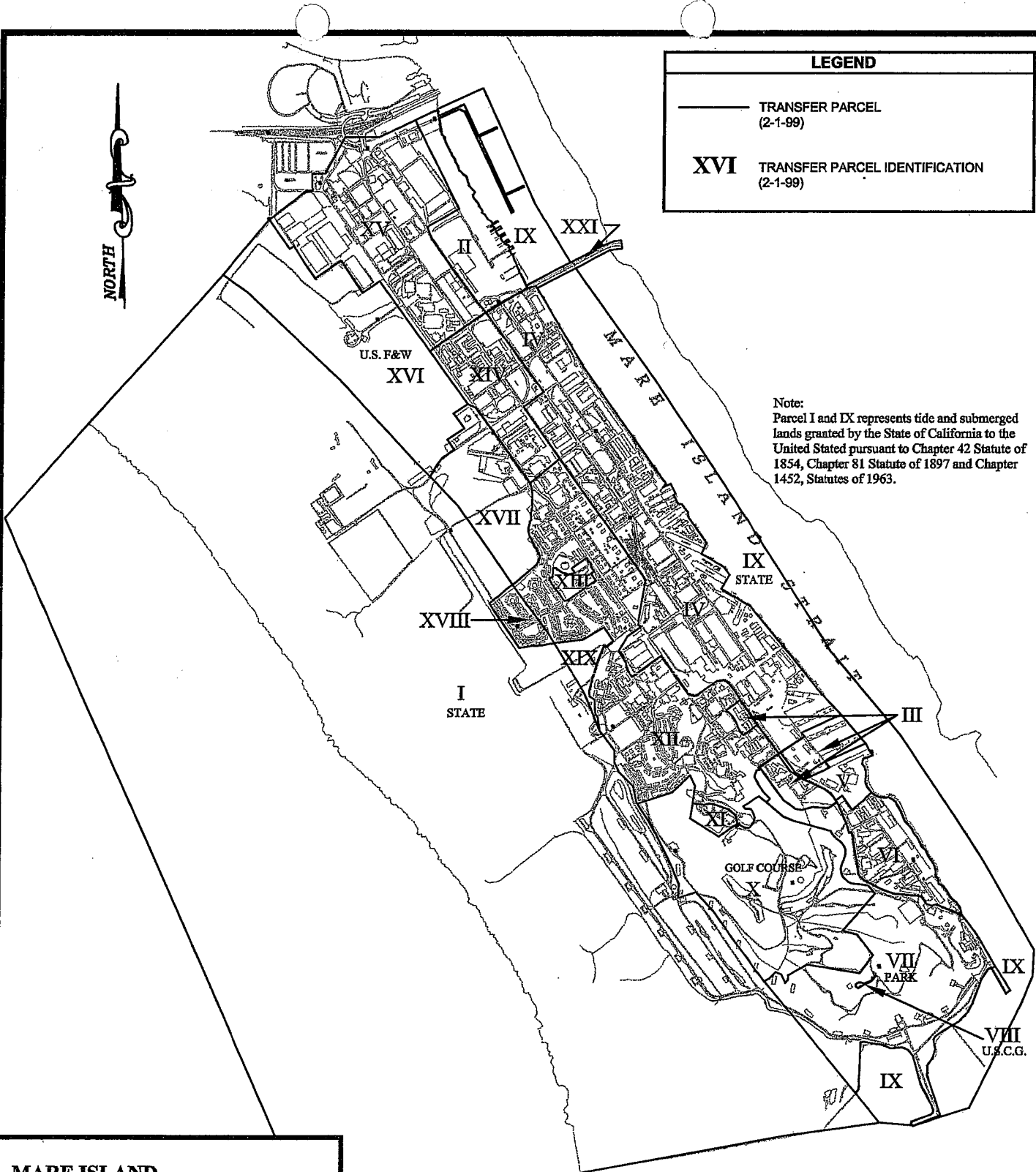


**LEGEND**

TRANSFER PARCEL  
(2-1-99)

**XVI** TRANSFER PARCEL IDENTIFICATION  
(2-1-99)

Note:  
Parcel I and IX represents tide and submerged  
lands granted by the State of California to the  
United States pursuant to Chapter 42 Statute of  
1854, Chapter 81 Statute of 1897 and Chapter  
1452, Statutes of 1963.

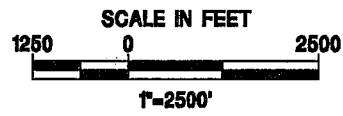


**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT B**  
Sheet 1 of 1




Plat of Transfer and Disposal Parcels

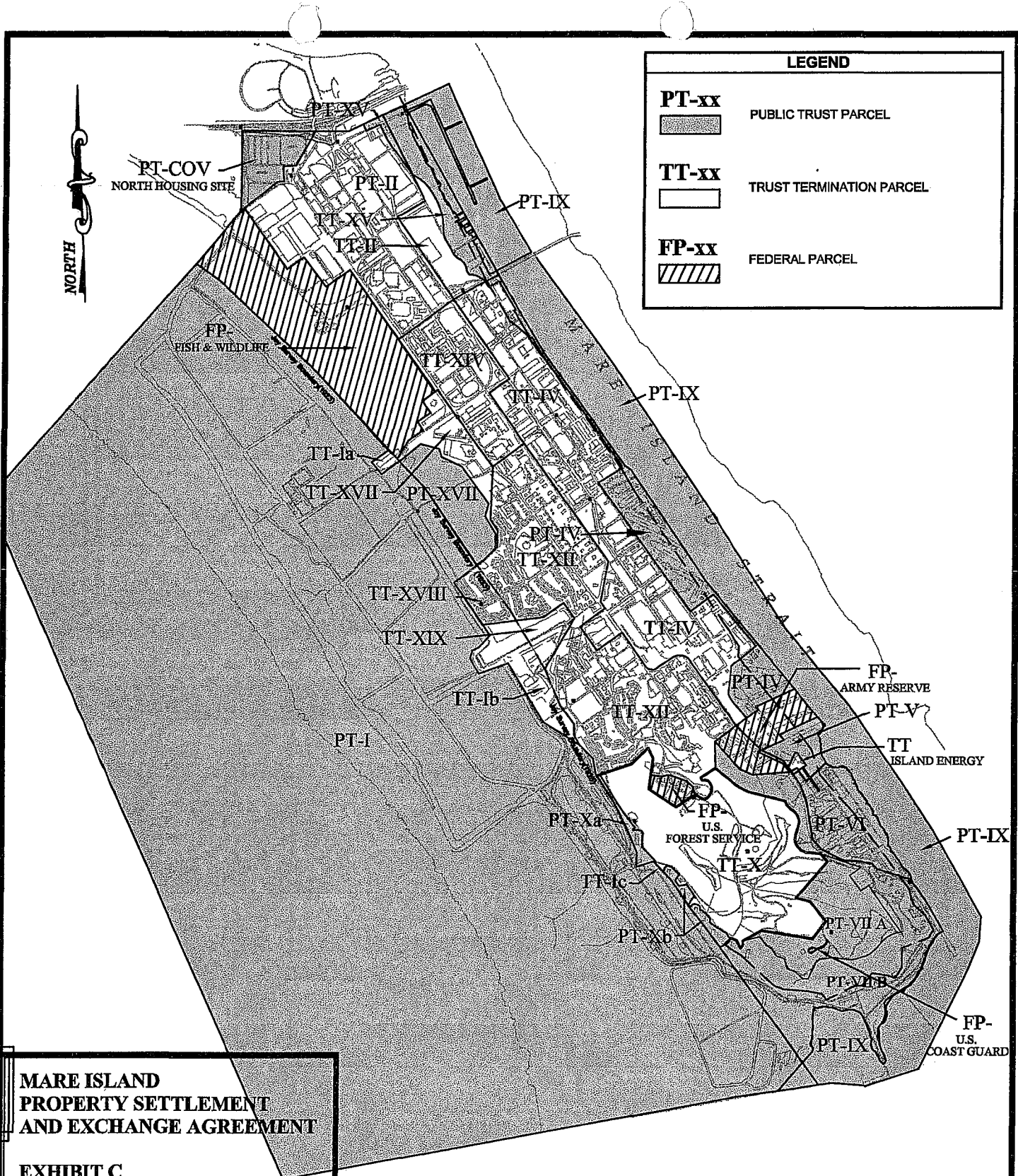
City of Vallejo, Solano County, CA.  
February 15, 2002





PT-COV  
NORTH HOUSING SITE

LEGEND	
<b>PT-xx</b> 	PUBLIC TRUST PARCEL
<b>TT-xx</b> 	TRUST TERMINATION PARCEL
<b>FP-xx</b> 	FEDERAL PARCEL



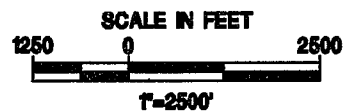
**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT C**

Sheet 1 of 1

Plat of Transfer and Disposal Parcels  
Divided into Public Trust Parcels and  
Trust Termination Parcels

City of Vallejo, Solano County, CA.  
January 15, 2002



NORTH HOUSING SITE



Public Trust Configuration  
After the Settlement



Area retained by U.S Fish and  
Wildlife Service, to which State  
asserts reversionary title to the  
extent of historic mean  
high tide.



MARE ISLAND  
SETTLEMENT AREA

FINAL TRUST  
CONFIGURATION

Mare Island Naval Shipyard Boundary

**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT D**

Sheet 1 of 1

Final Configuration of  
Public Trust  
W25116

City of Vallejo, Solano County, CA.  
February 15, 2002

## EXHIBIT E

### DESCRIPTION OF PUBLIC TRUST PARCEL II FOR MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and being a portion of EDC Parcel II as shown on that certain map entitled "Record of Survey Showing Parcel II for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24 of Surveys Page 74, Solano County Records, and corrected by a Certificate of Correction filed 3/12/02 at Series Number 2002- 31491, Solano County, State of California, and more particularly described as follows:

**Beginning** at a point with CCS83 Zone II (NAD 83) Coordinates of N1805139.86 feet, E6480299.55 feet lying North 27°29'03" West, 17,235.00 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with CCS83 Zone II (NAD 83) Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys Page 51, Solano County Records, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 35° 54' 10" West 17,225.54 feet;

Thence from said **Point of Beginning**,

- 1) Along the east line of said EDC Parcel II South 11°02'09" East, a distance of 161.83 feet;
- 2) Thence South 30°17'51" East, a distance of 3473.13 feet to the northeast corner of EDC Parcel IV as shown on that Record of Survey, recorded in Book 24 Surveys Page 71, Solano County Records, also being the southeast corner of said EDC Parcel II;
- 3) Thence along the north line of said EDC Parcel IV, also being the south line of said EDC Parcel II, South 63°14'03" West, a distance of 282.32 feet;
- 4) Thence leaving the north line of said EDC Parcel IV and the south line of EDC Parcel II and proceeding North 34°59'40" West, a distance of 40.10 feet;
- 5) Thence North 57°21'06" West, a distance of 124.44 feet to the beginning of a non-tangent curve concave to the South having a radius of 155.00 feet and a central angle of 27°35'24" and being subtended by a chord which bears north 70°18'28" West 73.92 feet;

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL II  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 6) Thence northwesterly and westerly along said curve, a distance of 74.64 feet;
- 7) Thence North  $84^{\circ}06'11''$  West tangent to said curve, a distance of 51.74 feet to the beginning of a curve tangent to said line;
- 8) Thence westerly, northwesterly and northerly a distance of 123.99 feet along the curve concave to the northeast, having a radius of 105.00 feet and a central angle of  $67^{\circ}39'37''$ ;
- 9) Thence North  $16^{\circ}26'33''$  West tangent to said curve, a distance of 99.16 feet to the beginning of a curve tangent to said line;
- 10) Thence northerly and northwesterly a distance of 129.52 feet along the curve concave to the southwest, having a radius 165.00 feet and a central angle of  $44^{\circ}58'31''$ ;
- 11) Thence North  $61^{\circ}25'04''$  West tangent to said curve, a distance of 39.18 feet to the beginning of a curve tangent to said line;
- 12) Thence northwesterly a distance of 185.90 feet along the curve concave to the northeast, having a radius of 325.00 feet and a central angle of  $32^{\circ}46'25''$ ;
- 13) Thence North  $29^{\circ}11'43''$  West, a distance of 240.78 feet to the beginning of a non-tangent curve concave to the east having a radius of 405.00 feet and a central angle of  $27^{\circ}36'31''$  and being subtended by a chord which bears North  $16^{\circ}17'52''$  West 193.27 feet;
- 14) Thence northwesterly and northerly along said curve, a distance of 195.15 feet;
- 15) Thence North  $02^{\circ}29'36''$  West tangent to said curve, a distance of 154.29 feet to the beginning of a curve tangent to said line;
- 16) Thence northerly a distance of 178.83 feet along the curve concave to the west, having a radius of 625.00 feet and a central angle of  $16^{\circ}23'40''$ ;
- 17) Thence North  $18^{\circ}53'15''$  West tangent to said curve, a distance of 126.73 feet to the beginning of a curve tangent to said line;

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL II  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 18) Thence northerly and northwesterly a distance of 248.32 feet along the curve concave to the southwest, having a radius of 875.00 feet and a central angle of  $16^{\circ}15'37''$ ;
- 19) Thence North  $35^{\circ}08'52''$  West tangent to said curve, a distance of 145.86 feet to the beginning of a curve tangent to said line;
- 20) Thence northwesterly a distance of 242.43 feet along the curve concave to the southwest, having a radius of 620.00 feet and a central angle of  $22^{\circ}24'12''$ ;
- 21) Thence North  $57^{\circ}33'04''$  West tangent to said curve, a distance of 165.16 feet;
- 22) Thence North  $37^{\circ}30'45''$  West, a distance of 26.76 feet to a point along the east line of EDC XV as shown on that Record of Survey, recorded in Book 24 Surveys Page 60, and corrected by a Certificate of Correction filed 3/12/02 at Series Number 2002-31495, Solano County Records, also being a point along the west line of said EDC Parcel II;
- 23) Thence along the east line of said EDC Parcel XV and the west line of said EDC Parcel II North  $26^{\circ}55'36''$  West, a distance of 1191.08 feet to a point on the north line of that parcel as shown on that Record of Survey filed for record in Book 24 Surveys Page 51, Solano County Records, also being the northeast corner of said EDC Parcel XV and the northwest corner of EDC Parcel II;
- 24) Thence leaving the east line of said EDC Parcel XV and proceeding along the north line of that parcel shown on said Map Book 24 Surveys Page 51, also being the north line of said EDC Parcel II, North  $64^{\circ}52'15''$  East, a distance of 507.41 feet to the **Point of Beginning**.

Said parcel contains 34.99 acres, more or less; attached plat for reference only.

BASIS OF BEARING: The bearing of  $N35^{\circ}54'10''W$  between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of



EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL II  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

bearing for this legal description and is the California Coordinate System 1983 (CCS83) Zone II (NAD 83).

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043

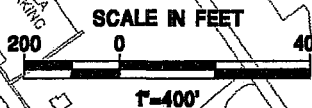
END OF DESCRIPTION



POINT OF BEGINNING  
ZONE II COORDINATES (NAD83):  
N 1805139.86  
E 6480299.55

HCN 3, FOUND 2 1/2'  
ALUMINUM DISK  
STAMPED "MARE ISLAND  
CONTROL POINT,  
McGILL-MARTIN- SELF,  
INC. ORINDA, CA. 3", PER  
RECORD OF SURVEY  
24 R.S. 51.

FOUND POINT SEMARE  
DESCRIBED AS A  
STANDARD USC&GS  
BRASS DISK STAMPED  
'MARE ID SE 1852 1932,  
ZONE II COORDINATES  
(NAD83):  
N 1789849.0637  
E 6488254.0248



LEGEND	
	HORIZONTAL CONTROL MONUMENT
	ANGLE POINT OF BOUNDARY
	PUBLIC TRUST PARCEL BOUNDARY

# MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

EXHIBIT E  
Page 5 of 40

Plat to Accompany  
Legal Description of  
Public Trust Parcel II

City of Vallejo, Solano County, CA.  
February 15, 2002

PARCEL XV  
24 SURVEYS 61

PARCEL II  
24 SURVEYS 74  
TT-PARCEL II

PT-PARCEL II  
34.99 Acs.±

PARCEL IV  
24 SURVEYS 71

507.41'  
N64°52'15"E  
S11°02'09"W  
161.88'

S30°17'51"E  
3473.13'

N35°54'10"W  
17225.54'  
(Ref. Tie)

N37°30'45"W  
26.76'

N57°33'04"W  
165.16'

R = 620.00'  
Δ = 22°24'12"  
L = 242.43'

N35°08'52"W  
145.86'

R = 875.00'  
Δ = 16°15'37"  
L = 248.32'

N18°53'15"W  
126.73'

R = 625.00'  
Δ = 16°23'40"  
L = 178.83'

N02°29'36"W  
154.29'

R = 405.00'  
Δ = 27°36'31"  
L = 195.15'

N29°11'43"W  
240.78'

R = 325.00'  
Δ = 32°46'25"  
L = 185.90'

N61°25'04"W  
39.18'

R = 165.00'  
Δ = 44°58'31"  
L = 129.52'

N16°26'33"W  
99.16'

N84°06'11"W  
51.74'

R = 105.00'  
Δ = 67°39'37"  
L = 123.99'

R = 155.00'  
Δ = 27°35'24"  
L = 74.64'

N34°59'40"W  
40.10'

S63°14'03"W  
282.32'

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL IV  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and being a portion of EDC Parcel IV as shown on that certain map entitled "Record of Survey Showing Parcel IV for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24 Surveys Page 71, Solano County Records, Solano County, State of California, and more particularly described as follows:

**Beginning** at a point with CCS83 Zone II (NAD 83) Coordinates of N1801865.1731 feet, E6482031.1594 feet lying North 27°22'43" West, 13531.01 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with CCS83 Zone II (NAD 83) Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys Page 51, Solano County Records, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 35° 54' 10" West 17,225.54 feet;

Thence from said **Point of Beginning**,

- 1) South 58°54'54" West, a distance of 221.35 feet;
- 2) Thence North 34°59'40" West, a distance of 126.99 feet to a point on the south line of EDC Parcel II as shown on that Record of Survey, recorded in Book 24 Surveys Page 74, Solano County Records and corrected by a Certificate of Correction filed 3/12/02 at Series Number 2002- 31491 , also being a point on the north line of said EDC Parcel IV;

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL IV  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 3) Thence along the south line of said EDC Parcel II, also being the north line of said EDC Parcel IV, North  $63^{\circ}14'03''$  East, a distance of 282.32 feet to the southeast corner of said EDC Parcel II, also being the northeast corner of said EDC Parcel IV;
- 4) Thence leaving the south line of said EDC Parcel II and proceeding along the east line of said EDC Parcel IV South  $30^{\circ}17'51''$  East, a distance of 100.00 feet;
- 5) Thence South  $30^{\circ}53'37''$  East, a distance of 1567.21 feet;
- 6) Thence South  $35^{\circ}50'32''$  East, a distance of 2524.58 feet;
- 7) Thence South  $49^{\circ}36'01''$  East, a distance of 186.93 feet;
- 8) Thence South  $34^{\circ}20'56''$  East, a distance of 2515.89 feet;
- 9) Thence South  $39^{\circ}40'47''$  East, a distance of 1736.43 feet;
- 10) Thence South  $39^{\circ}39'20''$  East, a distance of 804.83 feet to a point on the north line of the U.S. Army Parcel as shown on a map pending recordation entitled "Record of Survey, in the City of Vallejo, County of Solano, State of California, Being a Survey of a Portion of the Mare Island Shipyard as shown on Book 21 of Surveys, Page 94" said map pending recordation by Jeffery L. Mays, L.S. 6379, on August 3, 2000, also being the southeast corner of said EDC Parcel IV;
- 11) Thence along the north line of said Army Parcel, also being the south line of said EDC Parcel IV, South  $65^{\circ}16'35''$  West, a distance of 780.92 feet;
- 12) Thence South  $39^{\circ}55'11''$  East, a distance of 73.08 feet;
- 13) Thence South  $54^{\circ}46'07''$  West, a distance of 268.65 feet;

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL IV  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 14) Thence leaving said Army Parcel north line and said EDC Parcel IV south line, North  $39^{\circ}35'59''$  West, a distance of 464.55 feet to the beginning of a non-tangent curve concave to the east having a radius of 156.53 feet and a central angle of  $46^{\circ}04'49''$  and being subtended by a cord which bears North  $16^{\circ}26'40''$  west 122.52 feet;
- 15) Thence northwesterly and northerly along said curve, a distance of 125.89 feet;
- 16) Thence North  $06^{\circ}28'51''$  East, a distance of 488.50 feet;
- 17) Thence North  $49^{\circ}51'40''$  East, a distance of 571.02 feet;
- 18) Thence North  $39^{\circ}40'47''$  West, a distance of 1226.11 feet;
- 19) Thence South  $54^{\circ}11'41''$  West, a distance of 524.72 feet;
- 20) Thence North  $36^{\circ}01'48''$  West, a distance of 2928.33 feet;
- 21) Thence North  $61^{\circ}28'41''$  East, a distance of 287.34 feet;
- 22) Thence North  $56^{\circ}38'01''$  East, a distance of 123.28 feet;
- 23) Thence North  $36^{\circ}12'34''$  East, a distance of 128.29 feet;
- 24) Thence North  $35^{\circ}38'50''$  West, a distance of 2545.69 feet;
- 25) Thence North  $31^{\circ}05'36''$  West, a distance of 360.90 feet;
- 26) Thence South  $58^{\circ}54'24''$  West, a distance of 33.00 feet;
- 27) Thence North  $31^{\circ}05'36''$  West, a distance of 595.54 feet;
- 28) Thence North  $59^{\circ}09'33''$  East, a distance of 33.00 feet;

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL IV  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

29) Thence North  $31^{\circ}05'36''$  West, a distance of 380.07 feet;

30) Thence North  $29^{\circ}45'10''$  West, a distance of 227.45 feet to the **Point of Beginning**.

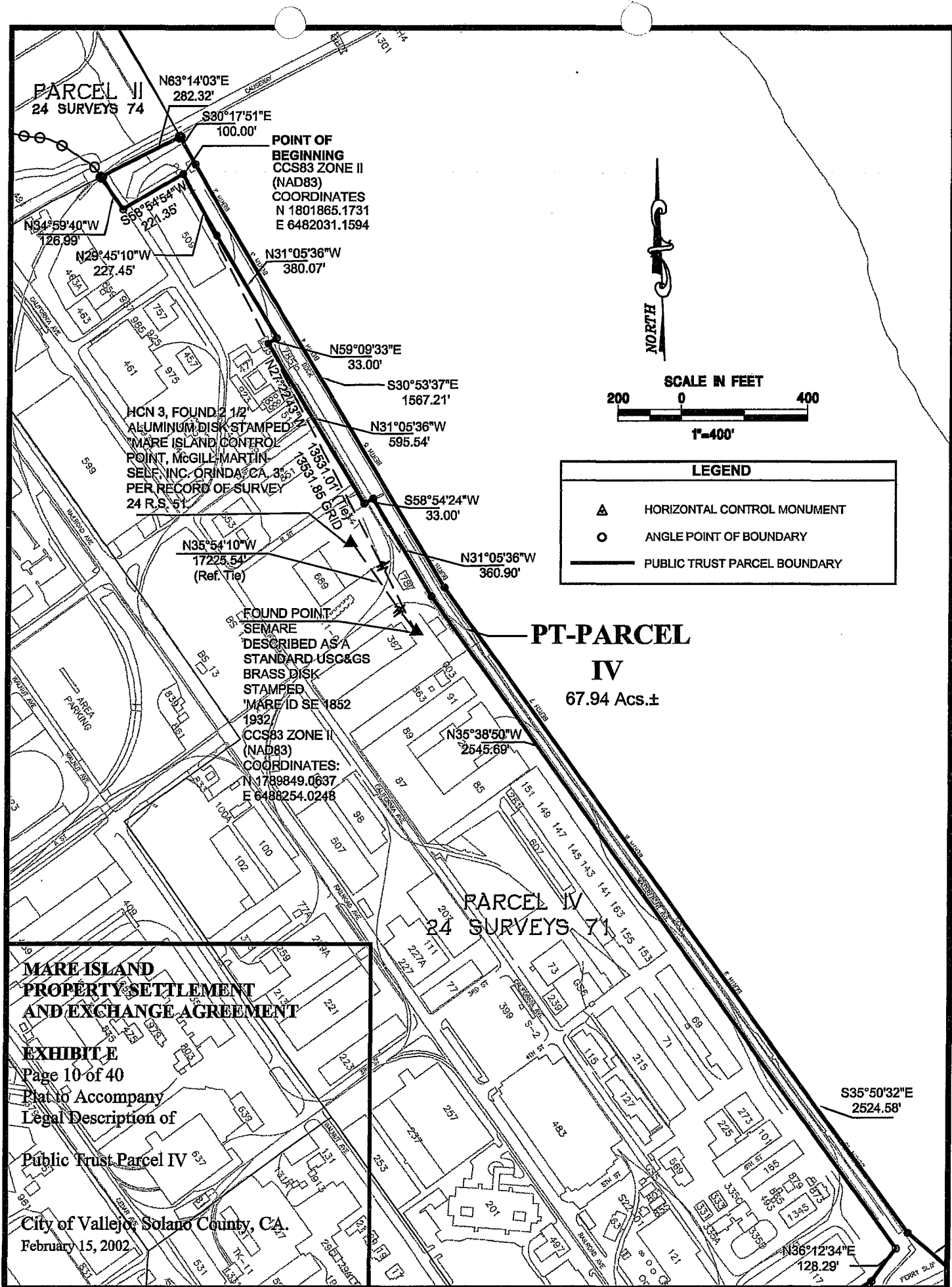
Said parcel contains 67.94 acres, more or less; attached plat for reference only.

BASIS OF BEARING: The bearing of  $N35^{\circ}54'10''W$  between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of bearing for this legal description and is the California Coordinate System 1983 (CCS83) Zone II (NAD 83).

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043

END OF DESCRIPTION





PARCEL II  
24 SURVEYS 74

N63°14'03"E

282.32'

S30°17'51"E

100.00'

POINT OF  
BEGINNING  
CCS83 ZONE II  
(NAD83)  
COORDINATES  
N 1801865.1731  
E 6482031.1594

N34°59'40"W

126.99'

N29°45'10"W

227.45'

S55°54'54"W

221.35'

N31°05'36"W

380.07'

N59°09'33"E

33.00'

S30°53'37"E

1567.21'

N31°05'36"W

595.54'

HCN 3, FOUND 2 1/2  
ALUMINUM DISK STAMPED  
"MARE ISLAND CONTROL  
POINT, MCGILL-MARTIN  
SELF, INC. ORINDA, CA. 3/85"  
PER RECORD OF SURVEY  
24 R.S. 51

N35°54'10"W

17225.54'

(Ref. Tie)

S58°54'24"W

33.00'

N31°05'36"W

360.90'

FOUND POINT  
SEMARE  
DESCRIBED AS A  
STANDARD USC&GS  
BRASS DISK  
STAMPED  
"MARE ID SE 1852  
1932/  
CCS83 ZONE II  
(NAD83)  
COORDINATES:  
N 1789849.0637  
E 6488254.0248

PT-PARCEL  
IV

67.94 Acs.±

PARCEL IV  
24 SURVEYS 74

MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT

EXHIBIT E

Page 10 of 40

Plat to Accompany  
Legal Description of

Public Trust Parcel IV

City of Vallejo, Solano County, CA.

February 15, 2002



SCALE IN FEET

200 0 400

1"=400'

LEGEND

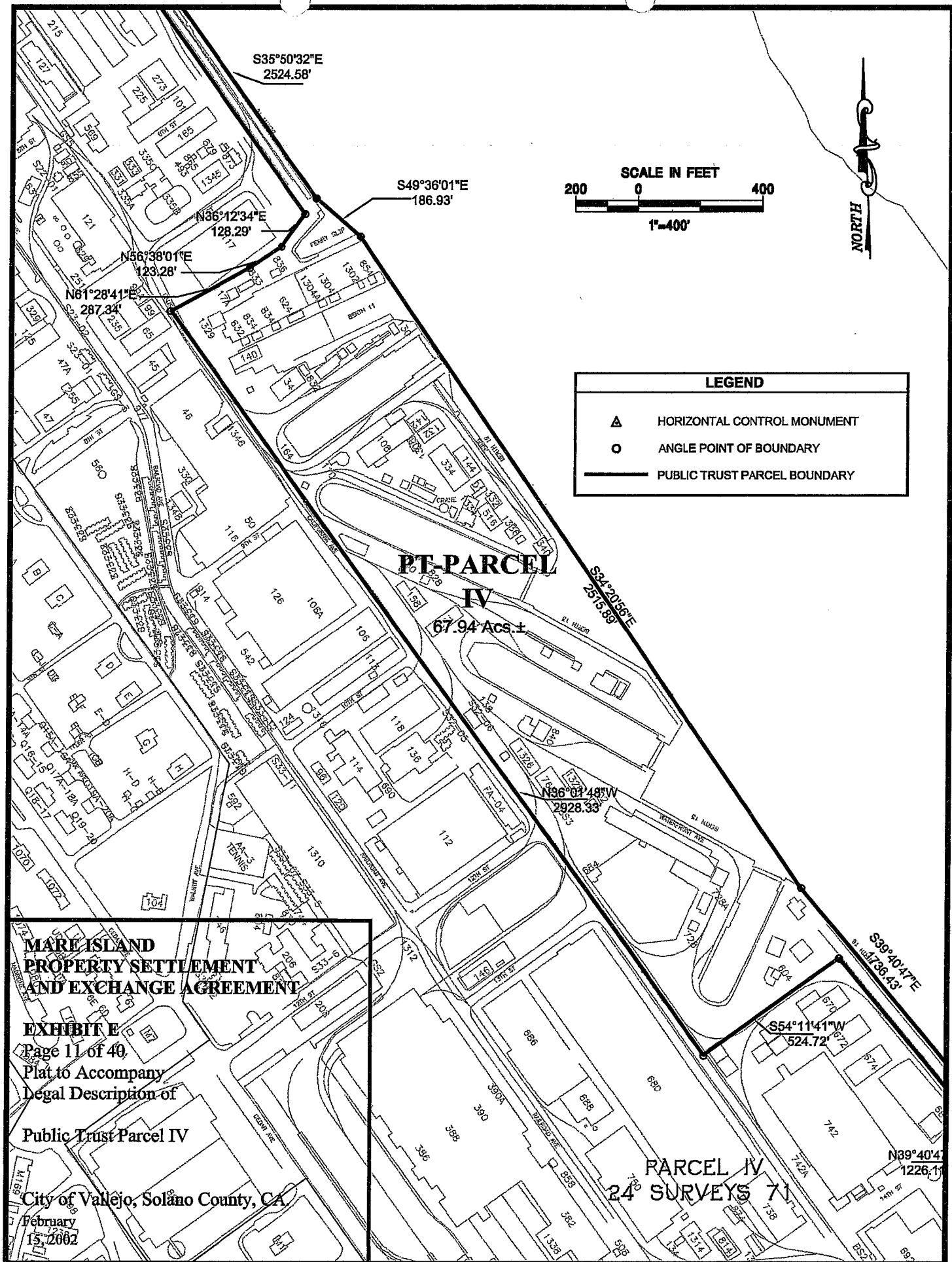
- △ HORIZONTAL CONTROL MONUMENT
- ANGLE POINT OF BOUNDARY
- PUBLIC TRUST PARCEL BOUNDARY

S35°50'32"E

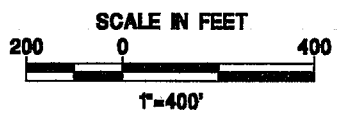
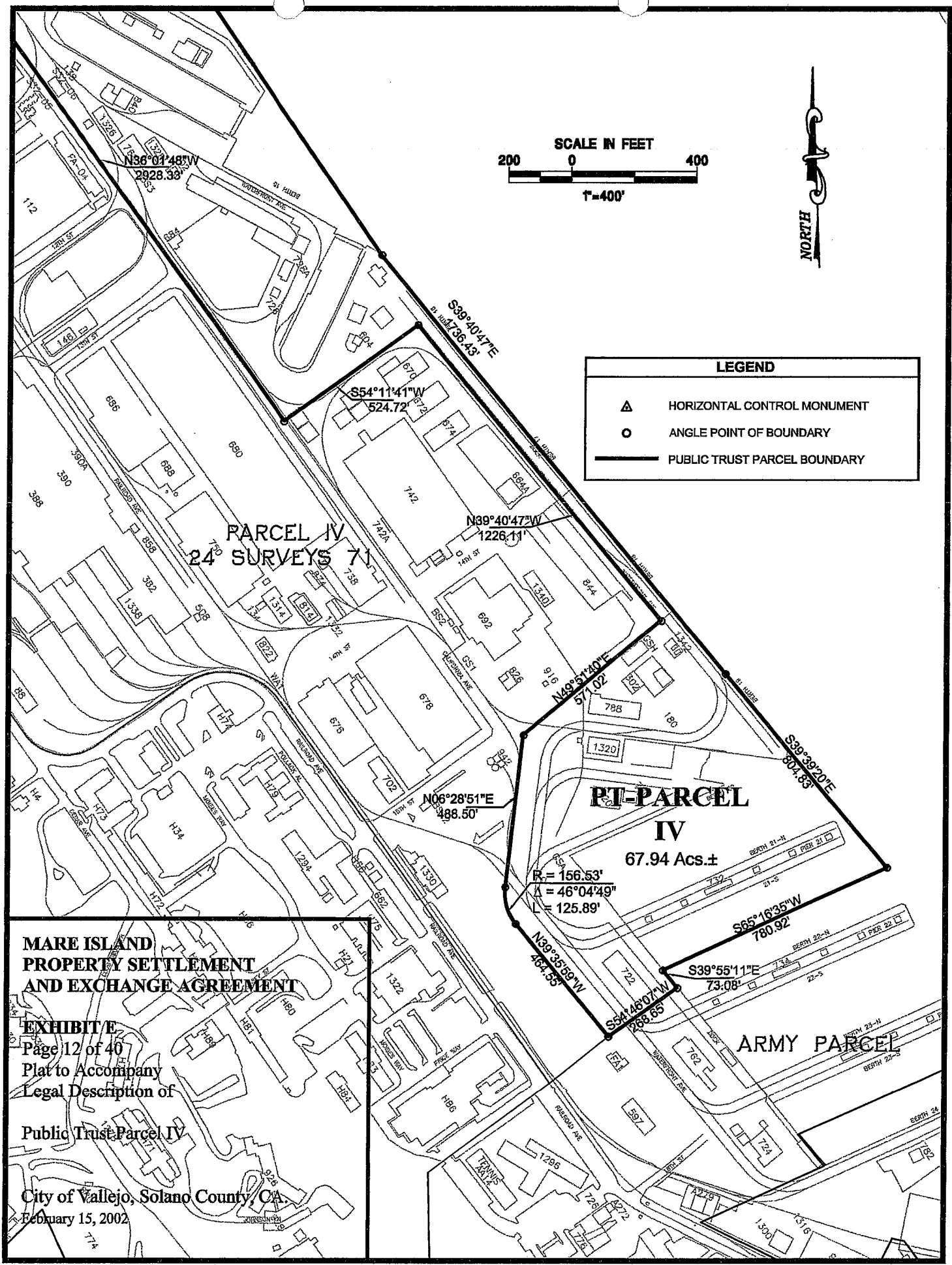
2524.58'

N36°12'34"E

128.29'







LEGEND	
	HORIZONTAL CONTROL MONUMENT
	ANGLE POINT OF BOUNDARY
	PUBLIC TRUST PARCEL BOUNDARY

PARCEL IV  
24 SURVEYS 71

**PT-PARCEL IV**  
67.94 Acs.±

R = 156.53'  
Δ = 46°04'49"  
L = 125.89'

**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT E**  
Page 12 of 40  
Plat to Accompany  
Legal Description of

Public Trust Parcel IV

City of Vallejo, Solano County, CA.  
February 15, 2002

ARMY PARCEL

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL V  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and more particularly described as follows:

All of EDC Parcel V as shown on that certain map entitled "Record of Survey showing Parcel V for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24, Surveys Page 70 Solano County Records, Solano County, State of California.

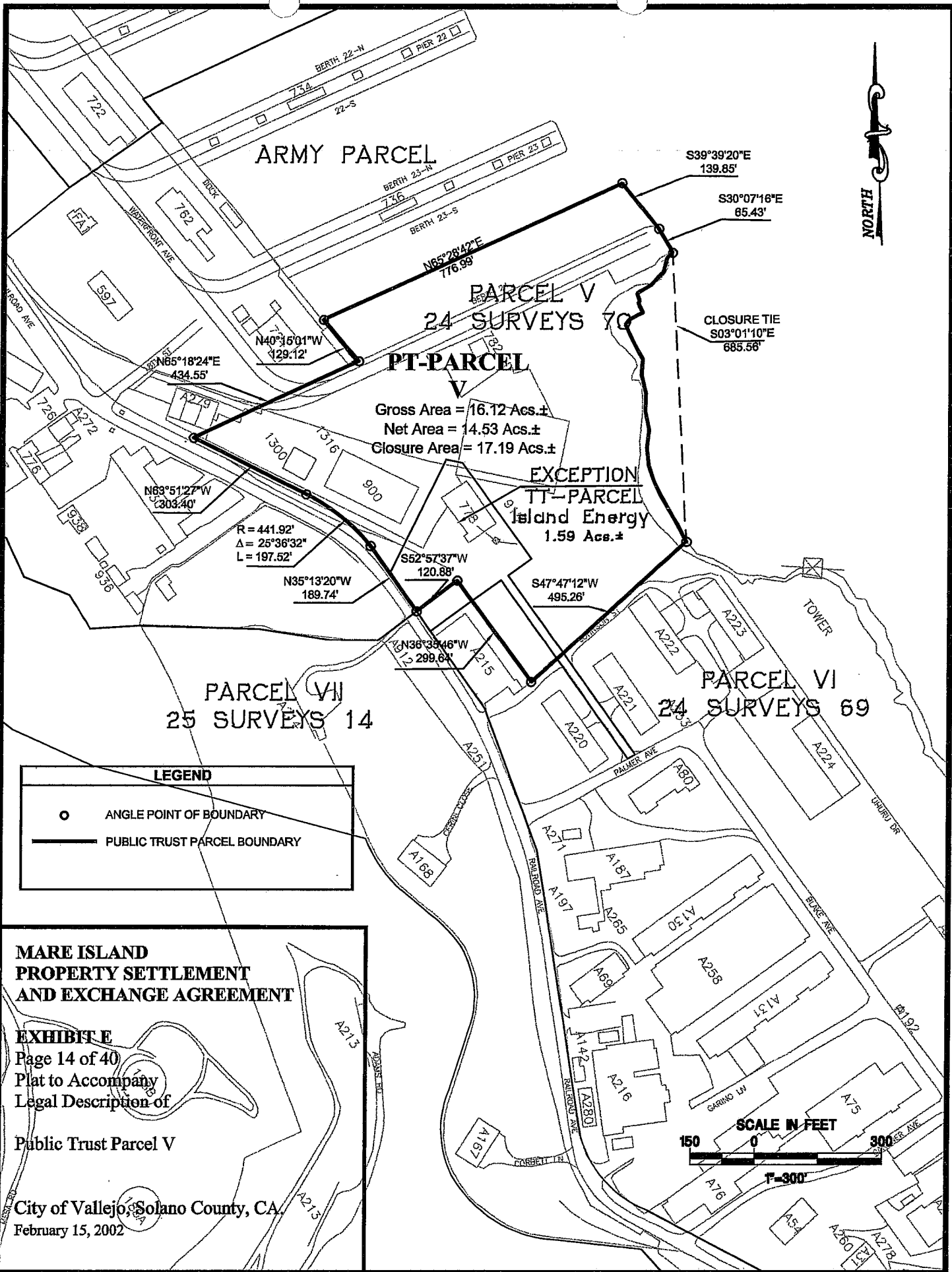
EXCEPTING THEREFROM

A portion of that certain parcel of land described in Exhibit K, Description of Trust Termination Island Energy of the Mare Island Property Settlement and Exchange Agreement, recorded on \_\_\_\_\_ in Book \_\_\_\_\_, Page(s) \_\_\_\_\_, Solano County Records.

Said parcel contains 14.53 acres, more or less; attached plat for reference only.

END OF DESCRIPTION





ARMY PARCEL

PARCEL V  
24 SURVEYS 70

PT-PARCEL V

Gross Area = 16.12 Acs.±  
Net Area = 14.53 Acs.±  
Closure Area = 17.19 Acs.±

EXCEPTION  
TT-PARCEL  
Island Energy  
1.59 Acs.±

PARCEL VII  
25 SURVEYS 14

PARCEL VI  
24 SURVEYS 69

LEGEND

- ANGLE POINT OF BOUNDARY
- PUBLIC TRUST PARCEL BOUNDARY

MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT

EXHIBIT E  
Page 14 of 40  
Plat to Accompany  
Legal Description of

Public Trust Parcel V

City of Vallejo, Solano County, CA.  
February 15, 2002

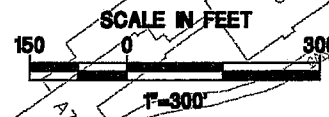


EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL VI  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and more particularly described as follows:

All of EDC Parcel VI as shown on that certain map entitled "Record of Survey showing Parcel VI for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24 Surveys Page 69, Solano County Records, Solano County, State of California.

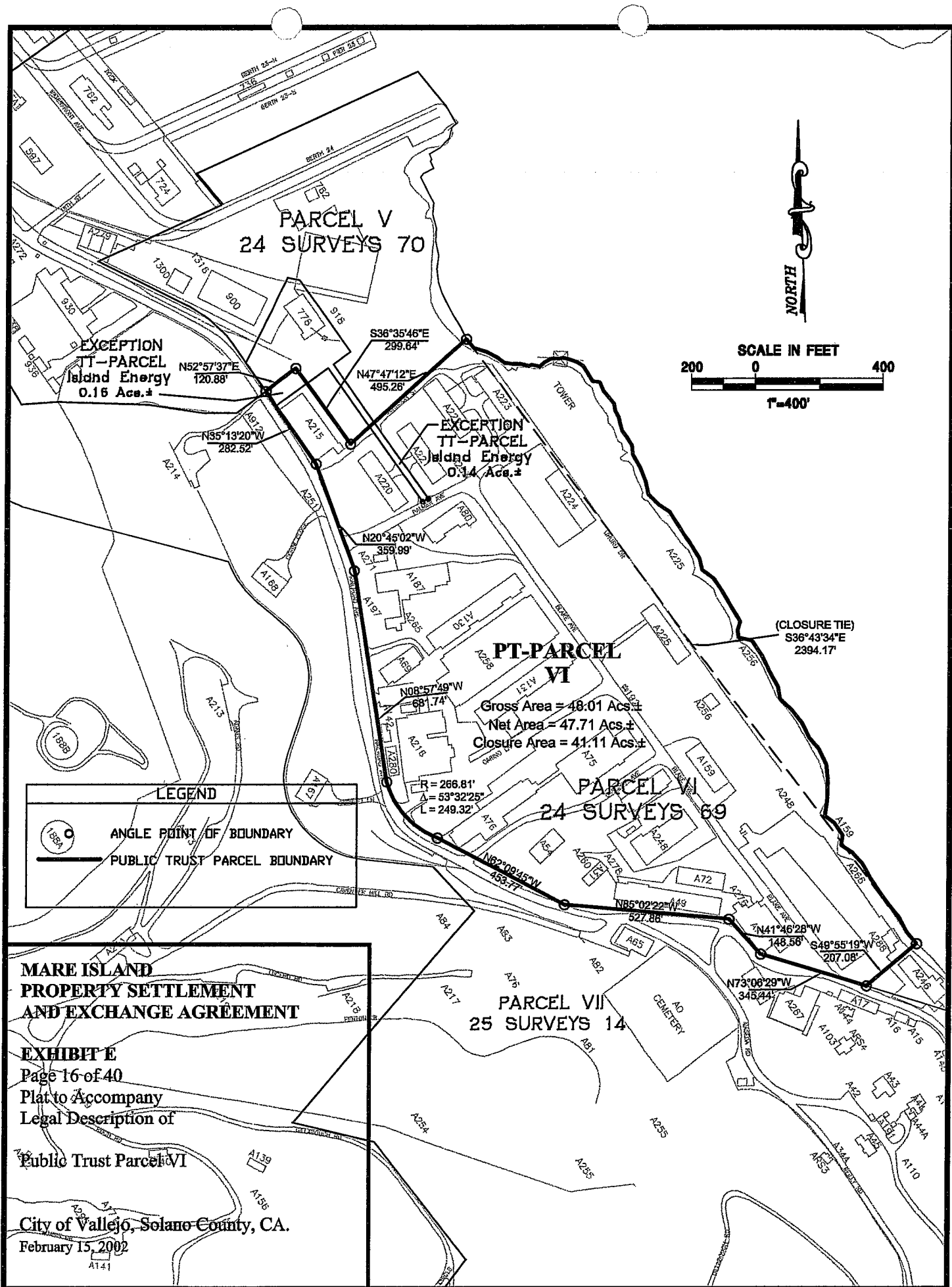
EXCEPTING THEREFROM

A portion of that certain parcel of land described in Exhibit N, Description of Trust Termination Island Energy of the Mare Island Property Settlement and Exchange Agreement, recorded on \_\_\_\_\_ in Book \_\_\_\_\_, Page(s) \_\_\_\_\_, Solano County Records.

Said parcel contains 47.71 acres, more or less; attached plat for reference only.

END OF DESCRIPTION





## EXHIBIT E

### DESCRIPTION OF PUBLIC TRUST PARCEL VIIa FOR MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of property being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and being a portion of EDC Parcel VII as shown on that certain map entitled "Record of Survey showing Parcel VII for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24, Surveys, Page 66 as amended January 24, 2002 in Book 25 Surveys at Page 14, Solano County Records, Solano County, State of California. Said Parcel also being a portion of those lands described as Area E of the "Remedial Action Plan Investigation Area E Mare Island Shipyard" in the files of the State of California Department of Toxic Substance Control and being a portion of that parcel described in Exhibit "B" legal description of that Quitclaim Deed by the United States of America and granted to the City of Vallejo and recorded in Series Number 2001-00120696 Solano County, State of California, and more particularly described as follows:

**Beginning** at a point with CCS83 Zone II (NAD 83) Coordinates of N1790056.34 feet, E6488146.33 feet lying North 27°27'14" West, 233.57 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with CCS83 Zone II (NAD 83) Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys Page 51, Solano County Records, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 35° 54' 10" West 17,225.54 feet;

**Thence from said Point of Beginning,**

- 1) Along the southerly line of the Golf Course Parcel as shown on the Record of Survey recorded in Book 24 Surveys Page 89 and along the northerly line of said EDC Parcel VII North 38°19'29" West, a distance of 471.04 feet;
- 2) Thence North 76°44'40" West, a distance of 270.82 feet;
- 3) Thence North 40°42'36" East, a distance of 884.58 feet;
- 4) Thence North 43°14'01" West, a distance of 191.22 feet, to a point on the boundary of said Area E;

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL VIIa  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 5) Thence along said boundary, and leaving said Golf Course Parcel and EDC Parcel VII South  $71^{\circ}26'56''$  East, a distance of 781.93 feet;
- 6) Thence along said boundary and leaving the easterly line of said Area E, South  $52^{\circ}40'30''$  West, a distance of 253.17 feet;
- 7) Thence South  $36^{\circ}50'15''$  East, a distance of 345.71 feet;
- 8) Thence North  $52^{\circ}53'25''$  East, a distance of 167.77 feet to a point on the boundary of said parcel as described in said Quitclaim Deed;
- 9) Thence along said quitclaim parcel and leaving the easterly line of said Area E South  $29^{\circ}03'17''$  East, a distance of 162.49 feet;
- 10) Thence South  $36^{\circ}41'57''$  East, a distance of 887.04 feet to a point on said Area E and leaving said Quitclaim parcel, said point also being the beginning of a non-tangent curve concave to the South having a radius of 555.82 feet and a central angle of  $46^{\circ}46'23''$  and being subtended by a chord which bears South  $59^{\circ}55'23''$  West 441.24 feet;
- 11) Thence along said curve, a distance of 453.74 feet;
- 12) Thence non-tangentially 616.80 feet along a curve concave to the North having a radius of 752.61 feet and a central angle of  $46^{\circ}57'25''$  and being subtended by a chord which bears South  $60^{\circ}00'54''$  West 599.69 feet;
- 13) Thence North  $82^{\circ}30'51''$  West, a distance of 328.57 feet;
- 14) Thence South  $82^{\circ}56'55''$  West, a distance of 266.26 feet;
- 15) Thence South  $54^{\circ}59'12''$  West, a distance of 82.26 feet;
- 16) Thence South  $24^{\circ}26'29''$  West, a distance of 343.47 feet;
- 17) Thence North  $84^{\circ}44'12''$  West, a distance of 105.49 feet;
- 18) Thence North  $47^{\circ}45'25''$  West, a distance of 177.66 feet;
- 19) Thence North  $67^{\circ}39'41''$  West, a distance of 147.93 feet;

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL VIIa  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 20) Thence North 40°15'24" West, a distance of 61.28 feet;
- 21) Thence North 11°47'44" West, a distance of 140.95 feet;
- 22) Thence North 70°48'04" West, a distance of 166.80 feet;
- 23) Thence North 34°08'32" West, a distance of 159.21 feet;
- 24) Thence North 51°36'04" West, a distance of 118.34 feet;
- 25) Thence North 36°43'28" West, a distance of 185.38 feet;
- 26) Thence South 76°09'38" West, a distance of 263.46 feet to a point on said Quitclaim parcel and leaving said boundary of Area E;
- 27) Thence along said parcel, North 31°26'32" West, a distance of 15.73 feet to a point of the southerly line of said Golf Course Parcel and the northerly line of said EDC Parcel VII;
- 28) Thence leaving said Quitclaim parcel and along the southerly line of said Golf Course Parcel and along the northerly line of said EDC Parcel VII North 60°18'40" East, a distance of 337.47 feet;
- 29) Thence South 80°14'40" East, a distance of 953.89 feet;
- 30) Thence North 36°48'05" East, a distance of 406.43 feet to the **Point of Beginning**;

EXCEPTING THEREFROM

All that certain land as shown and so designated on that unrecorded map entitled "Record of Survey, Radio Tower Site, Transfer to U.S. Coast Guard, 0.33 Acre Parcel, Mare Island, Vallejo", as surveyed by the Surveying and Mapping Branch of the Department of the Navy, and filed as Drawing No. C-104389, Naval Facilities Engineering Command, EFA West, San Bruno, California.

Said parcel contains 57.85 acres, more or less; attached plat for reference only.



EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL VIIa  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

BASIS OF BEARING

The bearing of N35°54'10"W between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of bearing for this legal description and is the California Coordinate System 1983 (CCS83), Zone 2.

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043

END OF DESCRIPTION



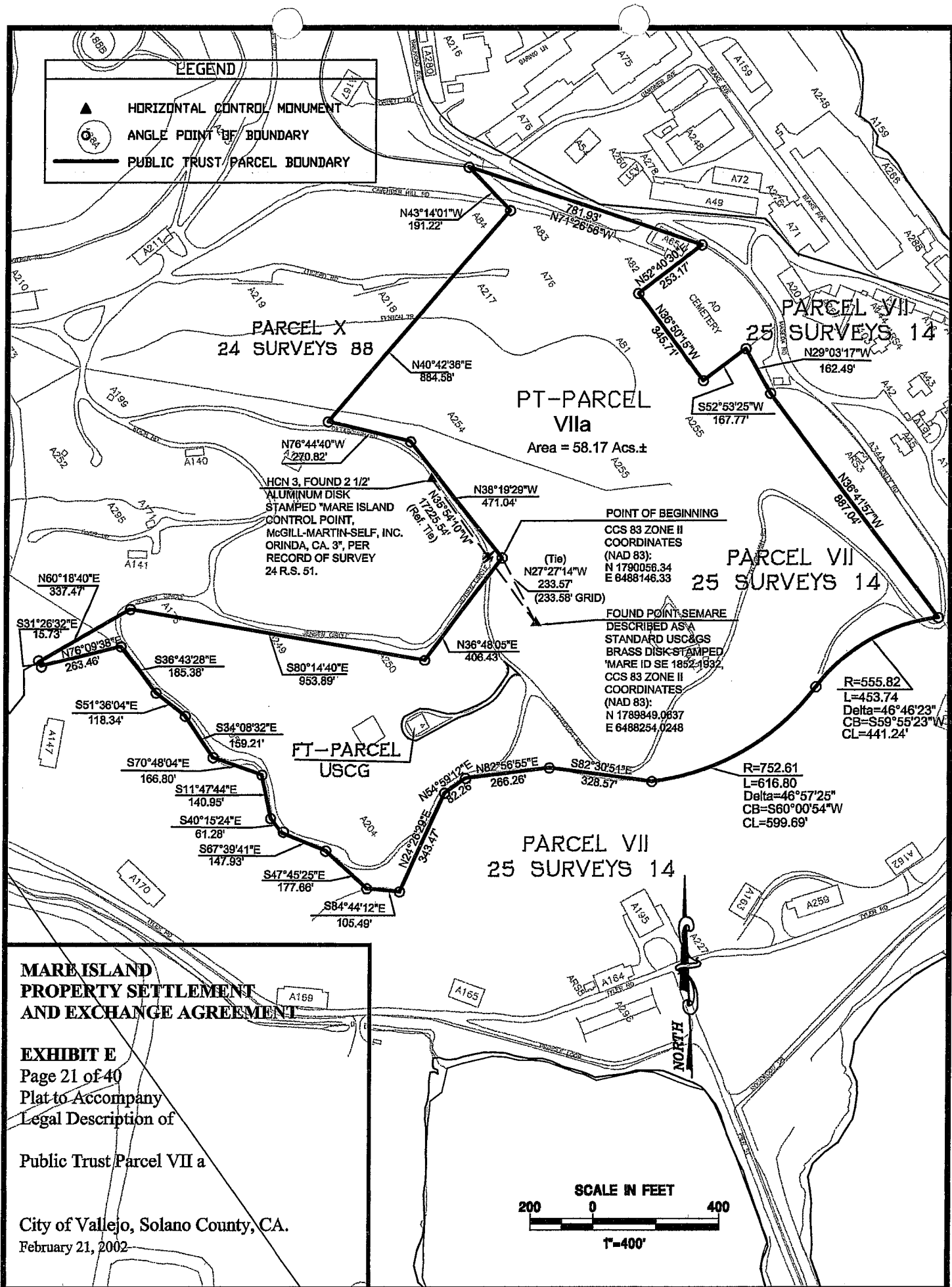


EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL VIIb  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and more particularly described as follows:

All of EDC Parcel VII as shown on that certain map entitled "Record of Survey showing Parcel VII for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 25, Surveys, Page 14, Solano County Records, Solano County, State of California.

EXCEPTING THEREFROM THE FOLLOWING TWO PARCELS:

Public Trust Parcel VIIa

A portion of that certain parcel of land described in Exhibit E, Description of Public Trust Parcel VIIa of the Mare Island Property Settlement and Exchange Agreement, recorded on \_\_\_\_\_ in Book \_\_\_\_\_, Page(s) \_\_\_\_\_, Solano County Records.

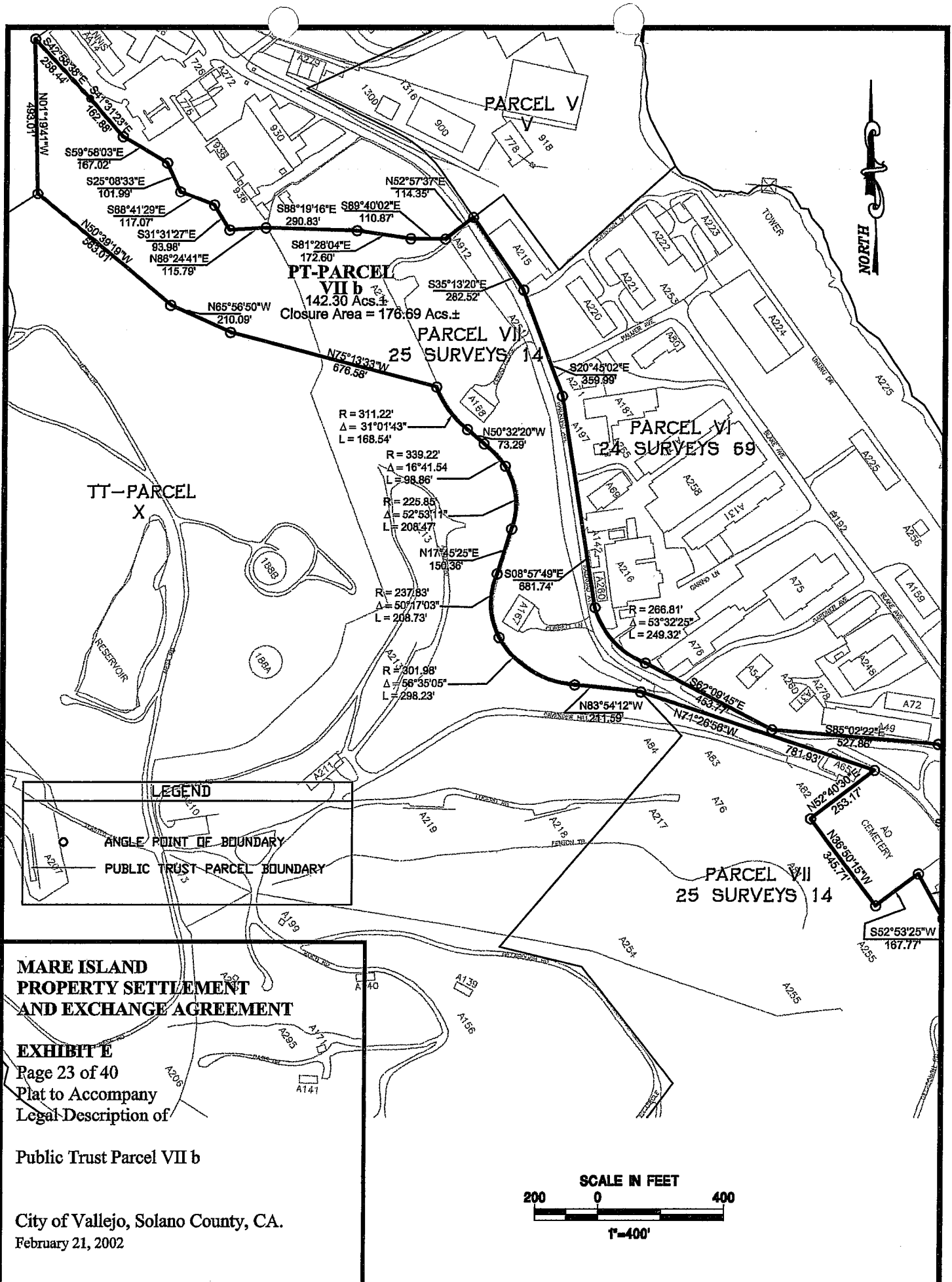
U.S. Coast Guard Parcel

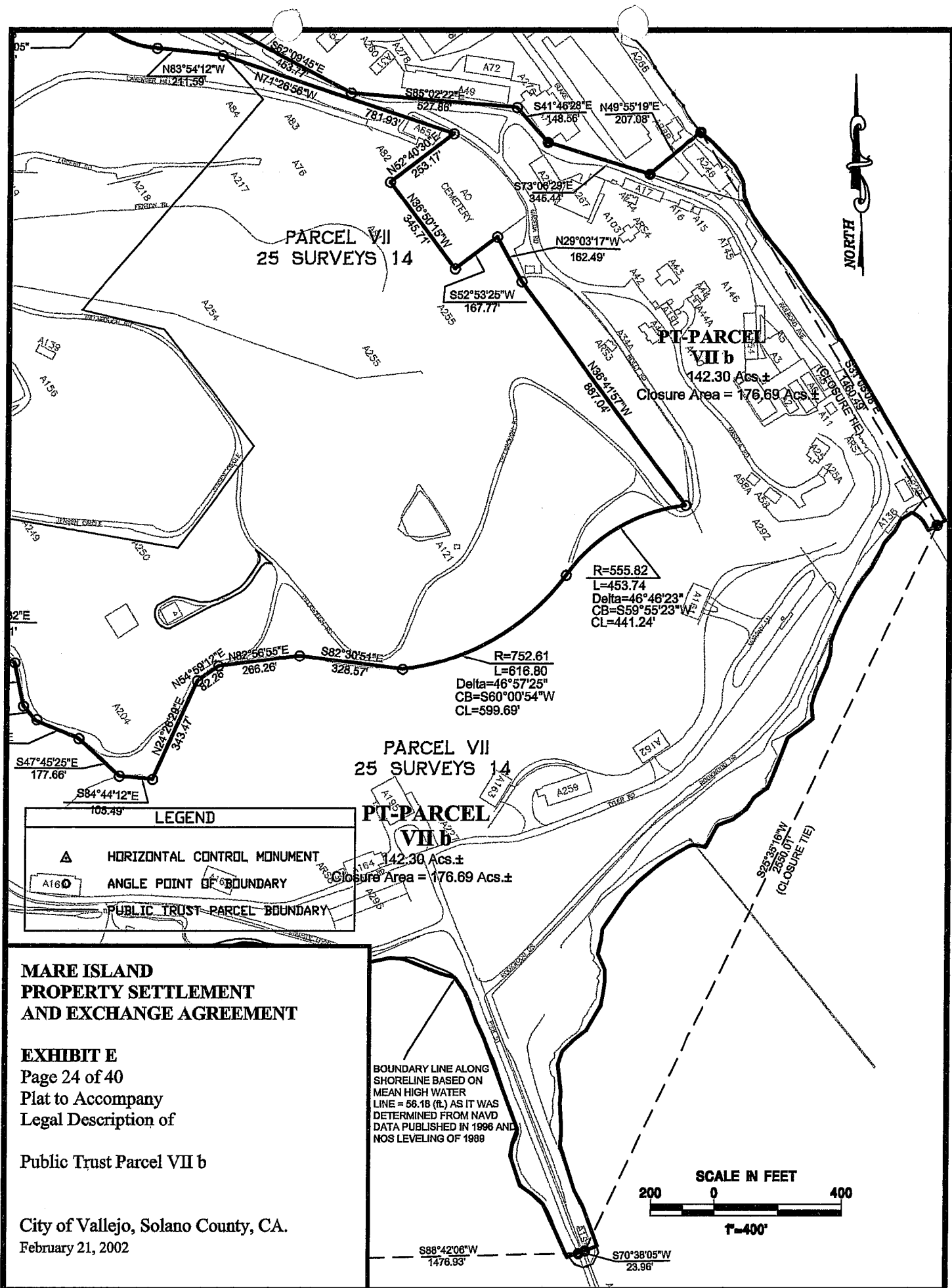
All that certain land as shown and so designated on that unrecorded map entitled "Record of Survey, Radio Tower Site, Transfer to U.S. Coast Guard, 0.33 Acre Parcel, Mare Island, Vallejo", as surveyed by the Surveying and Mapping Branch of the Department of the Navy, and filed as Drawing No. C-104389, Naval Facilities Engineering Command, EFA West, San Bruno, California.

Said parcel contains 142.30 acres, more or less, attached plat for reference only.

END OF DESCRIPTION







# **MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT**

**EXHIBIT E**  
Page 24 of 40  
Plat to Accompany  
Legal Description of

Public Trust Parcel VII b

City of Vallejo, Solano County, CA.  
February 21, 2002

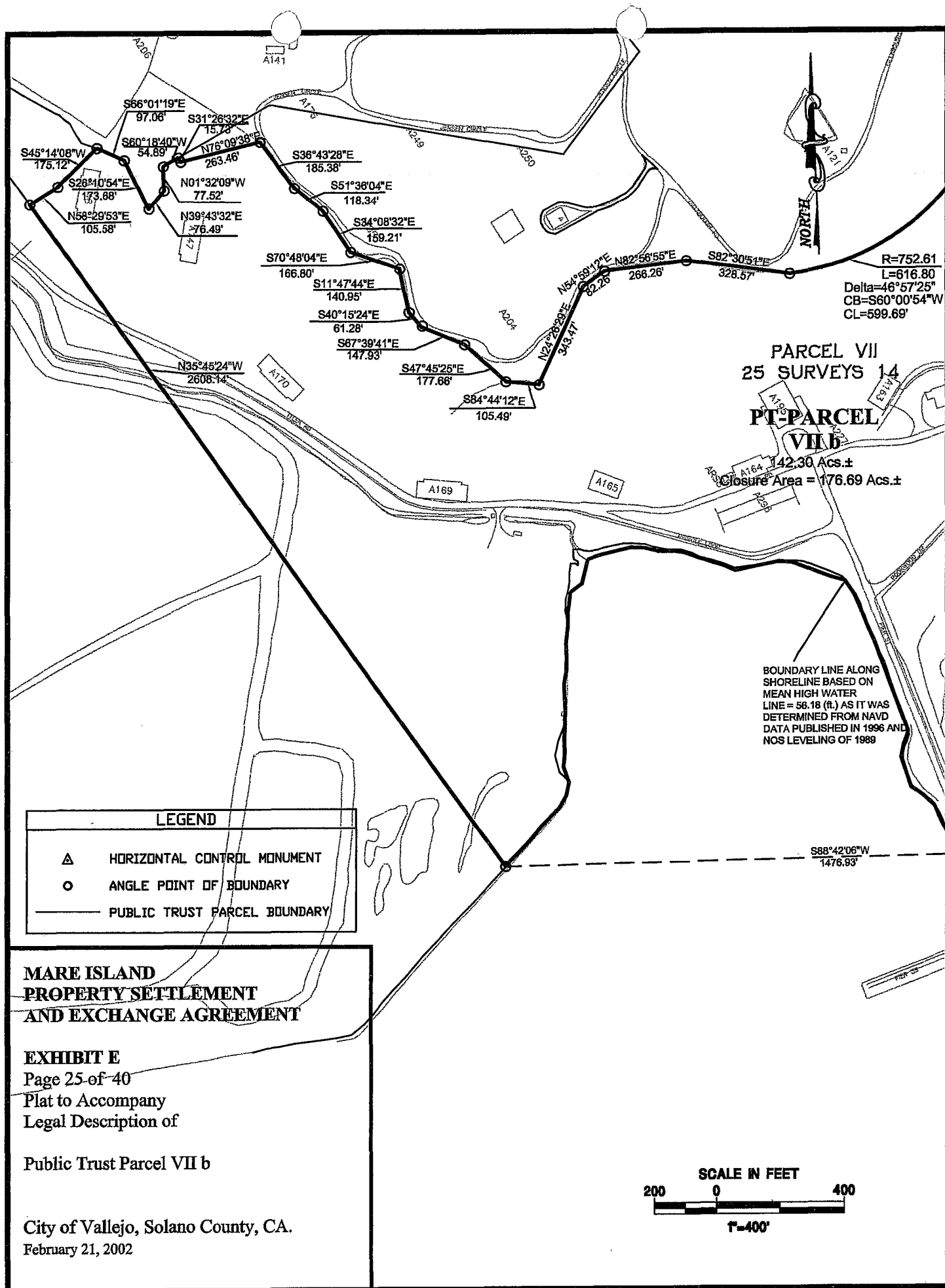


EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL Xa  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

All that real property situate on the Former Mare Island Naval Shipyard, City of Vallejo, County of Solano, State of California. Being a portion of the land shown within the boundary of that parcel shown and so delineated on the map filed for record on August 27, 2001 in Book 24 Surveys Pages 51 to 56, inclusive, County of Solano Official Records, said Map entitled "Record of Survey of the Land shown on the Record of Survey filed in Book 21 of Surveys at Page 94 of Solano County Records and Certificate of Correction filed April 26, 2001 at Series Number 2001-00041434", Retracement of Tract 38 of the Joy Survey entitled, "Fractional Township 3 North, Range 4 West", approved by the US Survey General's Office October 24, 1923, accepted November 8, 1923 and filed with the Bureau of Land Management, Mount Diablo Base and Meridian, County of Solano, State of California, said portion being more particularly described as follows:

**Beginning** at a point with CCS83 Zone II (NAD 83) Coordinates of N1792740.90 feet, E6483890.50 feet lying North 56°27'59" West, 5234.47 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with NAD 83 Zone II Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys Page 51, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 35°54'10" West 17,225.54 feet,

Thence from said **Point of Beginning**;

- 1) North 71°53'07" East, a distance of 56.46 feet to a point on the Golf Course Parcel as shown on that Record of Survey recorded in Book 24 Surveys Page 88, Solano County Records;
- 2) Thence along the west line of said Golf Course Parcel South 31°39'04" East, a distance of 700.69 feet;
- 3) Thence South 34°59'15" East, a distance of 161.98 feet;
- 4) Thence South 41°35'08" East, a distance of 88.58 feet;
- 5) Thence South 36°37'56" East, a distance of 147.13 feet;
- 6) Thence South 49°47'11" East, a distance of 62.05 feet;

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL Xa  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 7) Thence South 11°23'46" West, a distance of 24.94 feet;
- 8) Thence South 61°04'20" West, a distance of 31.68 feet;
- 9) Thence South 05°34'07" East, a distance of 29.29 feet;
- 10) Thence North 84°10'19" East, a distance of 99.53 feet;
- 11) Thence South 73°55'26" East, a distance of 50.76 feet;
- 12) Thence South 34°03'14" East, a distance of 21.08 feet;
- 13) Thence South 19°39'01" East, a distance of 42.04 feet;
- 14) Thence South 02°47'27" West, a distance of 148.64 feet;
- 15) Thence South 02°47'27" West, a distance of 94.12 feet;
- 16) Thence South 43°04'48" East, a distance of 291.59 feet;
- 17) Thence South 46°00'48" East, a distance of 70.09 feet;
- 18) Thence along a portion of the west line of said Golf Course Parcel South, and proceeding South 09°01'42" East, a distance of 46.07 feet to a point along the west line of said Map 24 Surveys Page 51;
- 19) Thence leaving the west line of said Golf Course Parcel South and proceeding along the west line of said Map 24 Surveys Page 51 North 43°30'18" West, a distance of 54.67 feet;
- 20) Thence South 72°45'01" West, a distance of 329.97 feet;
- 21) Thence North 01°28'51" East, a distance of 250.90 feet;
- 22) Thence North 22°15'40" West, a distance of 323.51 feet;
- 23) Thence North 26°30'35" West, a distance of 666.80 feet;
- 24) Thence North 29°45'30" West, a distance of 171.66 feet;
- 25) Thence North 33°00'28" West, a distance of 450.53 feet to the **Point of Beginning**.



EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL Xa  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

Said parcel contains 5.10 acres, more or less; attached plat for reference only.

BASIS OF BEARING: The bearing of N35°54'10"W between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of bearing for this legal description and is the California Coordinate System 1983 (CCS83) Zone II (NAD 83).

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043

END OF DESCRIPTION



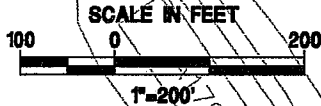
PARCEL XII  
25 SURVEYS 8

HCN 3, FOUND 2 1/2' ALUMINUM DISK  
STAMPED "MARE ISLAND CONTROL  
POINT, MCGILL-MARTIN-SELF, INC.  
ORINDA, CA. 3", PER RECORD OF  
SURVEY 24 R.S. 51

**POINT OF  
BEGINNING  
ZONE II  
COORDINATES  
(NAD83):**  
N 1792740.90  
E 6483890.50

24 SURVEYS 89

FOUND POINT SEMARE DESCRIBED AS A  
STANDARD USC&GS BRASS DISK  
STAMPED  
'MARE ID SE 1852 1932,  
ZONE II COORDINATES  
(NAD83):  
N 1789849.0637  
E 6488254.0248



**LEGEND**

- HORIZONTAL CONTROL MONUMENT
- ANGLE POINT OF BOUNDARY
- PUBLIC TRUST PARCEL BOUNDARY

**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT E**  
Page 29 of 40

Plat to Accompany  
Legal Description of  
Public Trust Parcel Xa

City of Vallejo, Solano County, CA.  
February 15, 2001

**PT-PARCEL  
Xa**  
5.10 Acs.±

**TT-PARCEL  
X**

YOUNG DR

GRIDLEY ST

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL Xb  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

All that real property situate on the Former Mare Island Naval Shipyard, City of Vallejo, County of Solano, State of California. Being a portion of the land shown within the boundary of that parcel shown and so delineated on the map filed for record on August 27, 2001 in Book 24 Surveys Pages 51 to 56, inclusive, County of Solano Official Records, said Map entitled "Record of Survey of the land shown on the Record of Survey filed in Book 21 of Surveys at Page 94 of Solano County Records and Certificate of Correction filed April 26, 2001 at Series Number 2001-00041434", Retracement of Tract 38 of the Joy Survey entitled, "Fractional Township 3 North, Range 4 West", approved by the US Survey General's Office October 24, 1923, accepted November 8, 1923 and filed with the Bureau of Land Management, Mount Diablo Base and Meridian, County of Solano, State of California, said portion being more particularly described as follows:

**Beginning** at a point with CCS83 Zone II (NAD 83) Coordinates of N1790987.11 feet, E6485118.77 feet lying North 70° 02' 58" West, 3335.20 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with NAD 83 Zone II Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys Page 51, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 35°54'10" West 17,225.54 feet,

Thence from said **Point of Beginning**;

- 1) South 66°26'05" East, a distance of 7.42 feet to a point on the Golf Course Parcel as shown on that Record of Survey, recorded in Book 24 Surveys Page 88, Solano County Records;
- 2) Thence along the west line of said Golf Course Parcel North 35°21'50" East, a distance of 28.69 feet;
- 3) Thence North 14°32'46" East, a distance of 53.52 feet;
- 4) Thence North 54°48'10" East, a distance of 39.78 feet;
- 5) Thence North 26°34'18" West, a distance of 13.91 feet;

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL Xb  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 6) Thence South 73°02'55" East, a distance of 106.47 feet;
- 7) Thence South 44°54'57" East, a distance of 198.40 feet;
- 8) Thence South 35°15'20" West, a distance of 133.57 feet;
- 9) Thence South 39°19'37" East, a distance of 126.53 feet;
- 10) Thence North 79°45'43" East, a distance of 139.94 feet;
- 11) Thence South 36°48'05" East, a distance of 300.52 feet;
- 12) Thence North 76°43'07" West, a distance of 48.64 feet;
- 13) Thence South 32°42'51" West, a distance of 172.03 feet;
- 14) Thence South 52°44'46" East, a distance of 57.02 feet;
- 15) Thence North 44°21'18" East, a distance of 50.59 feet;
- 16) Thence North 76°33'34" East, a distance of 36.51 feet;
- 17) Thence South 75°38'47" East, a distance of 85.42 feet;
- 18) Thence South 46°35'34" East, a distance of 23.60 feet;
- 19) Thence South 07°48'46" East, a distance of 73.39 feet;
- 20) Thence North 81°49'04" East, a distance of 26.23 feet;
- 21) Thence South 55°21'18" East, a distance of 64.08 feet;
- 22) Thence South 38°04'57" East, a distance of 73.08 feet;
- 23) Thence South 41°08'14" East, a distance of 96.34 feet;
- 24) Thence South 12°56'32" West, a distance of 55.11 feet;

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL Xb  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 25) Thence South 49°19'53" East, a distance of 86.23 feet;
- 26) Thence South 55°25'14" East, a distance of 68.42 feet;
- 27) Thence South 59°06'54" East, a distance of 49.79 feet;
- 28) Thence South 60°39'58" East, a distance of 137.63 feet;
- 29) Thence South 49°49'07" East, a distance of 41.62 feet;
- 30) Thence South 31°38'26" East, a distance of 71.60 feet;
- 31) Thence South 70°59'58" East, a distance of 53.43 feet to a point on EDC Parcel VII as shown on that Record of Survey recorded in Book 25 Surveys Page 14 , Solano County Records;
- 32) Thence along a line of said EDC Parcel VII South 45°14'03" West, a distance of 175.12 feet to a point on said Map 24 Surveys Page 51;
- 33) Thence leaving said EDC Parcel VII line and proceeding along the west line of that parcel shown on Record of Survey Map 24 Surveys Page 51, South 58°29'53" West, a distance of 105.58 feet;
- 34) Thence North 35°45'26" West, a distance of 561.15 feet;
- 35) Thence North 40°00'21" West, a distance of 316.88 feet;
- 36) Thence North 35°15'26" West, a distance of 653.61 feet;
- 37) Thence North 43°30'18" West, a distance of 243.40 feet to the **Point of Beginning**.

Said parcel contains 6.54 acres, more or less; attached plat for reference only.

**BASIS OF BEARING:** The bearing of N35°54'10"W between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE")

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL Xb  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of bearing for this legal description and is the California Coordinate System 1983 (CCS83) Zone II (NAD 83).

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043

**END OF DESCRIPTION.**



HCN 3, FOUND 2 1/2" ALUMINUM DISK  
STAMPED "MARE ISLAND CONTROL  
POINT, MCGILL-MARTIN-SELF, INC.  
ORINDA, CA. 3", PER RECORD OF  
SURVEY 24 R.S. 51

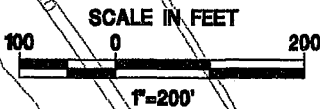
FOUND POINT SEMARE  
DESCRIBED AS A STANDARD  
USC&GS BRASS DISK STAMPED  
'MARE ID SE 1852 1932,  
ZONE II COORDINATES  
(NAD83):  
N 1789849.0637  
E 6488254.0248

**POINT OF BEGINNING**

ZONE II COORDINATES  
(NAD83):  
N 1790987.11  
E 6485118.77

**PT-  
PARCEL  
Xb**  
6.54 Acs.±

**TT-PARCEL X**



**LEGEND**

- ▲ HORIZONTAL CONTROL MONUMENT
- ANGLE POINT OF BOUNDARY
- PUBLIC TRUST PARCEL BOUNDARY

**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT E**  
Page 34 of 40

Plat to Accompany  
Legal Description of

Public Trust Parcel Xb

City of Vallejo, Solano County, CA  
February 15, 2002

PARCEL VII  
25 SURVEYS 14

EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL XV  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California being a portion of EDC Parcel XV as shown on that certain map entitled "Record of Survey showing Parcel XV for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24 Surveys Page 60, and corrected by a Certificate of Correction filed 3/12/02 at Series Number 2002- 31495, Solano County Records, Solano County, State of California, and more particularly described as follows:

**Beginning** at a point with CCS83 Zone II (NAD 83) Coordinates of N1804754.67 feet, E6479478.33 feet lying North 30°29'14" West, 17296.02 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with NAD 83 Zone II Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys Page 51, Solano County Records, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 35° 54' 10" West 17,225.54 feet;

Thence from said **Point of Beginning**;

- 1) Along the north line of said EDC Parcel XV, also being the north line of the parcel as shown on that Record of Survey filed for record in Book 24 Surveys Page 51, Solano County Records, North 64°52'15" East, a distance of 399.60 feet to the northwest corner of EDC Parcel II as shown on that Record of Survey, recorded in Book 24 Surveys Page 74, Solano County Records and corrected by a Certificate of Correction filed 3/12/02 at Series Number 2002- 31491, also being the northeast corner of said EDC Parcel XV;
- 1) Thence leaving the north line of that parcel shown on Record of Survey filed in Book 24 Surveys Page 51, and proceeding along the west line of said EDC Parcel II, also being the east line of said EDC Parcel XV, South 26°55'36" East, a distance of 1191.08 feet;
- 2) Thence leaving the east line of said EDC Parcel XV and the west line of said EDC Parcel II and proceeding North 37°30'45" West, a distance of 574.13 feet;
- 3) Thence North 31°54'55" West, a distance of 234.55 feet;



EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL XV  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 4) Thence North  $26^{\circ}35'45''$  West, a distance of 254.30 feet;
- 5) Thence South  $66^{\circ}37'29''$  West, a distance of 281.30 feet;
- 6) Thence North  $24^{\circ}27'49''$  West, a distance of 133.99 feet to the **Point of Beginning**.

Said parcel contains 3.32 Acres, more or less; attached plat for reference only.

BASIS OF BEARING: The bearing of  $N35^{\circ}54'10''W$  between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of bearing for this legal description and is the California Coordinate System 1983 (CCS83) Zone II (NAD 83).

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043.

END OF DESCRIPTION.



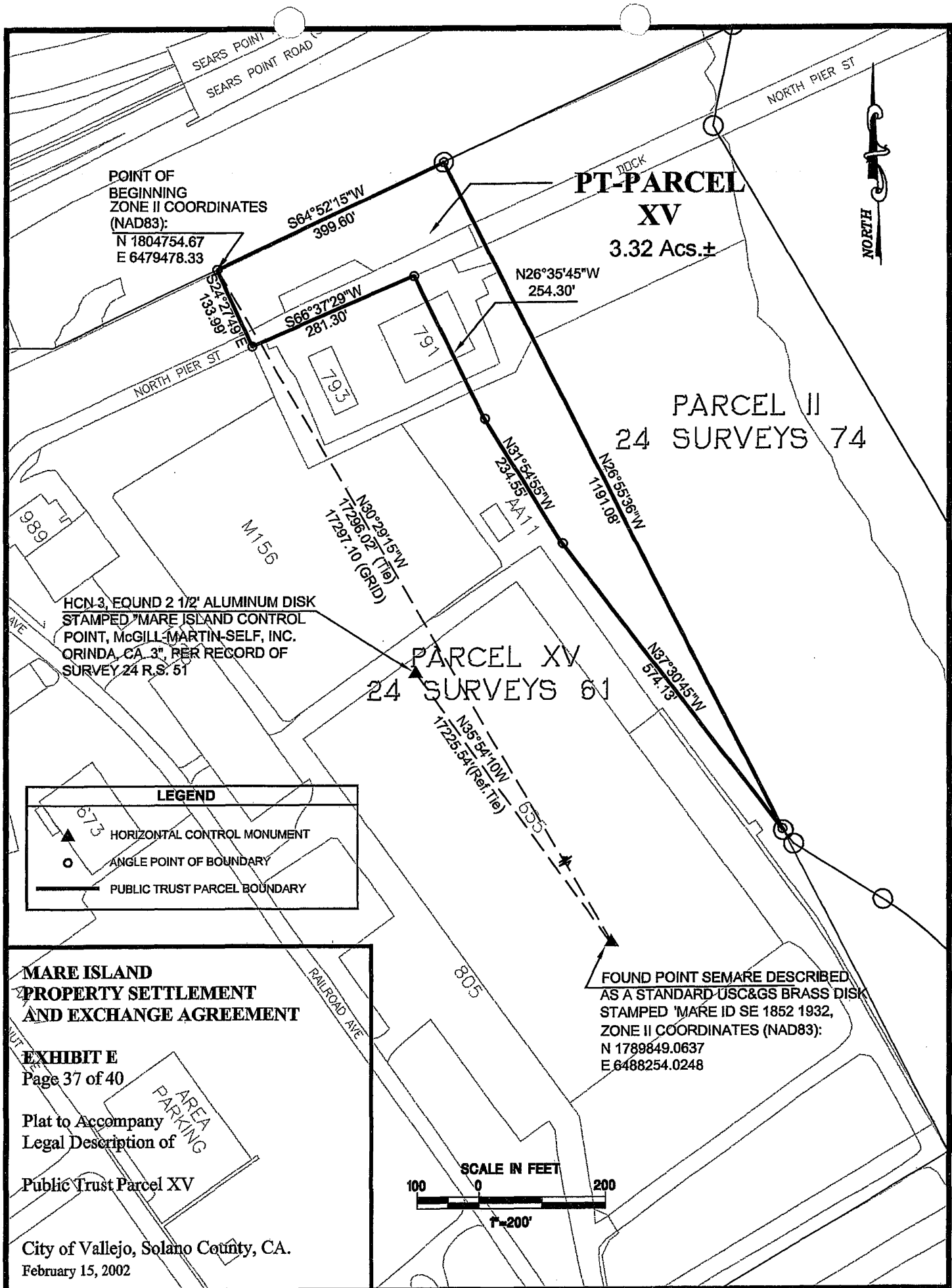


EXHIBIT E

DESCRIPTION OF PUBLIC TRUST PARCEL XVII  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and being a portion of EDC Parcel XVII as shown on that certain map entitled "Record of Survey showing Parcel XVII for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24 Surveys Page 59 as amended January 24, 2002 in Book 25 Surveys Page 13, Solano County Records, Solano County, State of California, and more particularly described as follows:

**Beginning** at a point on the west line of said EDC Parcel XVII with CCS83 Zone II (NAD 83) Coordinates of N 1798538.84 feet, E6480197.70 feet lying North 42°50'01" West, 11849.01 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with NAD 83 Zone II Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys Page 51, Solano County Records, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 35° 54' 10" West 17,225.54 feet;

Thence leaving said west line from said **Point of Beginning**;

- 1) North 50°30'21" East, a distance of 512.28 feet;
- 2) Thence South 75°16'43" East, a distance of 357.92 feet;
- 3) Thence South 17°23'17" East, a distance of 148.03 feet;
- 4) Thence South 64°11'19" East, a distance of 424.14 feet;
- 5) Thence South 36°03'04" East, a distance of 848.16 feet;
- 6) Thence South 15°00'51" West, a distance of 244.39 feet;
- 7) Thence South 31°23'04" East, a distance of 360.78 feet;
- 8) Thence South 00°00'44" West, a distance of 282.34 feet to a point on the south line of said EDC Parcel XVII, also being a point on EDC Parcel XII as shown on that Record of Survey recorded in Book 25 Surveys Page 12, Solano County Records;

- 9) Thence along the south line of said EDC Parcel XVII and the north line on said EDC Parcel XII South  $46^{\circ}03'35''$  West, a distance of 313.52 feet;
- 10) Thence South  $52^{\circ}25'26''$  West, a distance of 142.73 feet to a point on the west line of that parcel shown on said Map 24 Surveys Page 51, also being the shared corner of said EDC Parcel XII, said EDC Parcel XVII and EDC Parcel XVIII as shown on that Record of Survey recorded in Book 25 Surveys Page 12, Solano County Records;
- 11) Thence leaving said line of EDC Parcel XII and the south line of said EDC Parcel XVII, and proceeding along the west line of said Map 24 Surveys Page 51, also being the west line of said EDC Parcel XVII, North  $34^{\circ}30'26''$  West, a distance of 1056.15 feet;
- 12) Thence North  $34^{\circ}07'26''$  West, a distance of 672.08 feet;
- 13) Thence North  $44^{\circ}45'15''$  West, a distance of 677.49 feet to the Point of Beginning.

Said parcel contains 38.33 acres, more or less; attached plat for reference only.

**BASIS OF BEARING:** The bearing of  $N35^{\circ}54'10''W$  between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of bearing for this legal description and is the California Coordinate System 1983 (CCS83) Zone II (NAD 83).

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043.

**END OF DESCRIPTION.**





EXHIBIT F

DESCRIPTION OF NORTH HOUSING SITE  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

All of Parcel No. 3 as described on that certain quitclaim deed, recorded July 12, 1978 in Book 1978, Page 56592 as Instrument No. 32605, Solano County Official Records, Solano County, State of California.

END OF DESCRIPTION

EXHIBIT G

DESCRIPTION OF PUBLIC TRUST EASEMENT  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

All that real property situate on the Former Mare Island Naval Shipyard, City of Vallejo, County of Solano, State of California. Being a 20 foot wide Public Trust Easement shown within the boundary of that parcel shown and so delineated on the map filed for record on August 27, 2001 in Book 24 Surveys Pages 51 to 56, inclusive, County of Solano Official Records, said Map entitled "Record of Survey of the land shown on the Record of Survey filed in Book 21 of Surveys at Page 94 of Solano County Records and Certificate of Correction filed April 26, 2001 at Series Number 2001-00041434", Retracement of Tract 38 of the Joy Survey entitled, "Fractional Township 3 North, Range 4 West", approved by the US Survey General's Office October 24, 1923, accepted November 8, 1923 and filed with the Bureau of Land Management, Mount Diablo Base and Meridian, County of Solano, State of California, said portion being more particularly described as follows:

**BEGINNING** at a point along the easterly line of Public Trust Parcel IV as described in Exhibit E of this Agreement, Mare Island Property Settlement and Exchange Agreement as recorded in Book \_\_\_\_\_ Official Records Page \_\_\_\_\_, Solano County Records, South 06° 28' 51" West 111.57 feet from the intersection of the two courses North 06° 28' 51" East and South 49° 51' 40" West, said point with CCS83 Zone II (NAD 83) Coordinates of N1794661.89 feet, E6486368.61 feet lying North 21° 23' 34" West, 5168.63 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with CCS 83 Zone II (NAD83) Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys Page 51, Solano County Records, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 35° 54' 10" West 17,225.54 feet;

Thence from said **Point of Beginning**;

- 1) Along said easterly line South 06° 28' 51" West, a distance of 376.93 feet;
- 2) Thence southerly along the arc of a non-tangent curve, the center of circle which bears South 83° 24' 16" East 156.53 feet, through a central angle of 46° 04' 49", for an arc distance of 125.89 feet;
- 3) Thence non-tangentially South 39° 35' 59" East, a distance of 464.55 feet to the south line of said EDC Parcel IV;

EXHIBIT G

DESCRIPTION OF PUBLIC TRUST EASEMENT  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 4) Thence along said south line South  $54^{\circ} 46' 07''$  West, a distance of 20.06 feet;
- 5) Thence leaving said south line North  $39^{\circ} 35' 59''$  West, a distance of 462.37 feet;
- 6) Thence northerly along the arc of a non-tangent curve, the center of circle which bears North  $50^{\circ} 17' 24''$  East 176.53 feet, through a central angle of  $46^{\circ} 18' 02''$ , for an arc distance of 142.65 feet;
- 7) Thence non-tangentially North  $06^{\circ} 28' 51''$  East, a distance of 398.99 feet; thence
- 8) Thence South  $35^{\circ} 40' 43''$  East, a distance of 29.80 feet to the Point of Beginning.

Said Easement contains 19,714 sq. ft. more or less (0.45 acres)

BASIS OF BEARING

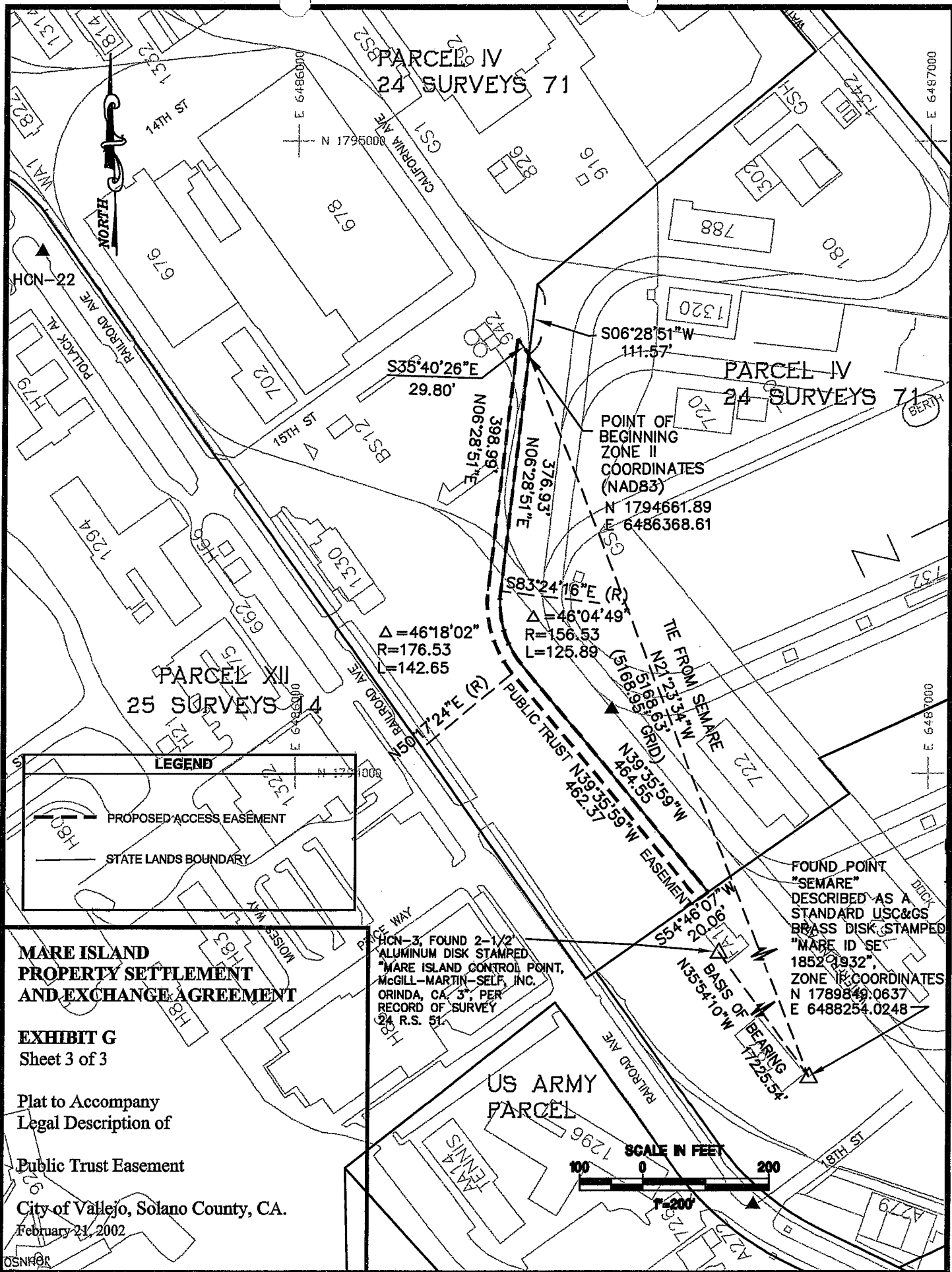
The bearing of  $N35^{\circ}54'10''W$  between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of bearing for this legal description and is the California Coordinate System 1983 (CCS83), Zone 2.

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043

END OF DESCRIPTION







## EXHIBIT H

### DESCRIPTION OF INDUSTRIAL EASEMENT FOR MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

An easement parcel being a portion of the Former Mare Island Navel Shipyard, situated in the City of Vallejo, Solano County, California and being a portion of EDC Parcel IV as shown on that certain map entitled "Record of Survey showing Parcel IV for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24, Surveys, Page 71, Solano County Records, Solano County, State of California. and more particularly described as follows:

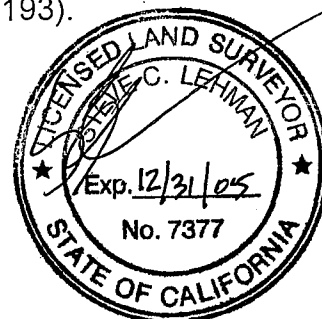
COMMENCING at National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on that certain map entitled "Record of Survey for lands owned by the United States of America per the 1938 United States Supreme Court decision 'United States v. O'Donnell 303 U.S. 501' Retracement of Tract 38 of the Joy Survey entitled 'Fractional Township 3 North, Range 4 West, approved by the US Survey General's Office October 24, 1923, accepted November 8, 1923 and filed with the Bureau of Land Management'", as filed in Book 21 Surveys at Page 94, Solano County records; thence North 29°46'59" West 7,304.48 feet (7,303.98 feet ground distance) to the northwest corner of said easement, having California Coordinate System 1983, Zone 2 coordinates of N = 1,796,188.71 feet and E = 6,484,625.77 feet and the POINT OF BEGINNING of the herein described parcel; thence south along the west line of said easement the following courses:

- 1) South 35°38'09" East, 80.01 feet;
- 2) North 54°21'51" East, 381.40 feet to a tangent curve concave southwest having a radius of 130.00 feet and a central angle of 89°36'21";
- 3) Southeasterly on the arc of said curve 203.31 feet;
- 4) South 36°01'48" East, 2,048.80 feet;
- 5) North 06°28'51" East, 113.67 feet;
- 6) North 49°51'40" East, 3.20 feet;
- 7) North 36°01'48" West, 2,014.43 feet to a tangent curve concave southwest having a radius of 160.01 feet and a central angle of 89°36'21";
- 8) Northwesterly on the arc of said curve 250.24 feet;
- 9) South 54°21'51" West, 431.06 feet to the point of beginning.

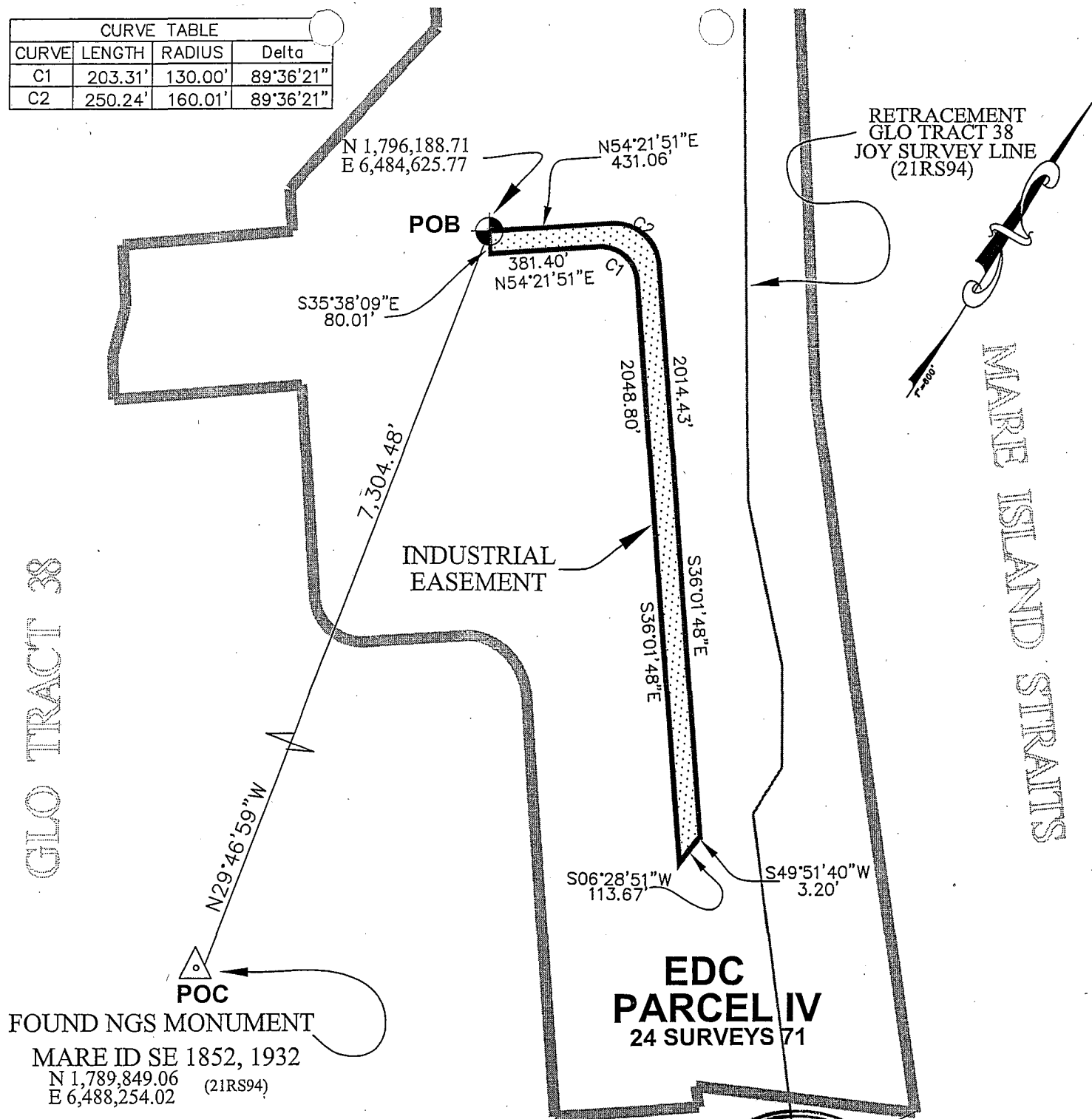
Containing 4.96 acres more or less

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

END OF DESCRIPTION



CURVE TABLE			
CURVE	LENGTH	RADIUS	Delta
C1	203.31'	130.00'	89°36'21"
C2	250.24'	160.01'	89°36'21"



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

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

## EXHIBIT H



WO 25116

Page 2 of 2

Date 02/12/02  
Date 02/15/02 rev

*Plat of Industrial Easement  
EDC Parcel IV  
Mare Island - Vallejo CA*

CALIFORNIA STATE  
LANDS COMMISSION



## EXHIBIT I

### DESCRIPTION OF PUBLIC TRUST PARCELS I AND IX FOR MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

#### PARCEL I

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

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

- 1) South 33° 00' 28" East 475.38 feet;
- 2) South 29° 45' 31" East 171.67 feet;
- 3) South 26° 30' 35" East 666.84 feet;
- 4) South 22° 15' 40" East 323.53 feet;
- 5) South 01° 28' 51" West 250.92 feet;
- 6) North 72° 45' 01" East 329.99 feet;
- 7) South 43° 30' 18" East 488.54 feet;
- 8) South 35° 15' 26" East 653.65 feet;
- 9) South 40° 00' 21" East 316.90 feet;
- 10) South 35° 45' 26" East 561.19 feet; thence leaving said Tract 38 boundary
- 11) South 35° 45' 26" East 3,128.57 feet to a point on the boundary of lands granted to the United States of America in Chapter 1452,

Statutes of 1963 as shown on that Map filed in Book 22 Maps at Page 44 Solano County Records and the shoreline; thence along said grant boundary the following courses:

- 12) South 79° 30' 03" West 11,862.02 feet;
- 13) North 15° 38' 14" West 13,456.71 feet;
- 14) North 40° 11' 47" East 5682.87 feet to a found iron pipe, AP 5, as shown on said Map; thence leaving said grant boundary and southeasterly along said Tract 38 boundary the following courses:
  - 15) South 54° 49' 07" East 545.96 feet;
  - 16) South 47° 15' 13" East 2,284.27 feet;
  - 17) South 43° 00' 17" East 1,987.23 feet;
  - 18) South 44° 45' 15" East 1,128.96 feet;
  - 19) South 34° 07' 26" East 672.12 feet;
  - 20) South 34° 30' 26" East 1,062.98 feet;
  - 21) South 36° 45' 18" East 1,016.75 feet;
  - 22) South 31° 30' 29" East 1,274.26 feet;
  - 23) South 22° 45' 39" East 732.89 feet;
  - 24) South 36° 15' 24" East 442.34 feet;
  - 25) South 00° 13' 53" West 211.28 feet;
  - 26) South 28° 00' 33" East 191.49 feet;
  - 27) South 44° 45' 16" East 363.13 feet;
  - 28) South 11° 22' 53" East 297.77 feet to the point of beginning.

#### PARCEL IX

A parcel of tide and submerged land situated in the City of Vallejo, Solano County, California being a portion of those lands commonly known as Mare Island Naval Shipyard as conveyed to the United States for Military Purposes by the State of California by an Act approved May 11, 1854 in Chapter 43, Statutes of 1854 and an Act approved March 9, 1897 in Chapter 81, Statutes of 1897, said parcel being more particularly described as follows:

Said parcel being bounded on the east and south by the east and south line of those lands granted to the United States described by said Grant of 1897; the most northerly line of said parcel bounded by the easterly prolongation of the north line between two angle points designated as AP2 and AP1 shown on that certain map entitled "Record of Survey for lands owned by the United States of America per the 1938 United States Supreme Court decision 'United States v. O'Donnell 303 U.S. 501' Retracement of Tract 38 of the Joy Survey entitled 'Fractional Township 3 North, Range 4 West, approved by the US Survey General's Office October 24, 1923, accepted November 8, 1923 and filed with the Bureau of Land Management'", as filed in Book

21 Surveys at Page 94, Solano County records said line bears North 64°52'15" East (CCS83 Zone 2) to its intersection with the east line of those lands granted in said statute; bounded landward by the easterly line of the following EDC Parcels, said easterly line beginning at the northeast corner of EDC Parcel II, as shown on the Record of Survey filed in Book 24 Surveys at Page 74, Solano County records, continuing southerly along said easterly line to the northeast corner of EDC Parcel IV, as shown on the Record of Survey filed in Book 24 Surveys at Page 71, Solano County records; continuing southerly along said easterly line to the southeast corner of said EDC Parcel IV; thence leaving said easterly line of EDC Parcel IV and continuing southerly South 39°39'20" East 684.79 to the northeast corner of EDC Parcel V, as shown on the Record of Survey filed in Book 24 Surveys at Page 70, Solano County records; continuing southerly along said easterly line to a point on the shoreline shown on said Record of Survey continuing along said shoreline to the northeast corner of EDC Parcel VI, as shown on the Record of Survey filed in Book 24 Surveys at Page 69, Solano County records; continuing southerly along said easterly line to the northeast corner of EDC Parcel VII, as shown on the Record of Survey filed in Book 24 Surveys at Page 68, Solano County records; continuing southerly to the southeast corner of said EDC Parcel VII; thence westerly along the landward boundary of said parcel to the southwest corner of said EDC Parcel VII; bounded on the southwesterly side by the southerly prolongation of the west line of said EDC Parcel VII, to its intersection with the southerly line of those lands granted in said 1897 statute.

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

**END OF DESCRIPTION**



NOTE :

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

GRANT BOUNDARY  
CHAP 81 STAT. 1897

PUBLIC TRUST  
PARCEL IX



RETRACEMENT  
GLO TRACT 38  
JOY SURVEY LINE (21RS94)

PUBLIC TRUST  
PARCEL I

GRANTED LANDS  
CHAP 1452 STAT 1963

USF&WS

EDC XV

EDC II

EDC XIV

EDC XVII

EDC XII

EDC IV

EDC XIX

EDC X

EDC VI

EDC VII

EDC V

## EXHIBIT I

WO 25116

Page 4 of 4

Date 01/17/02

*Plat of  
Public Trust Parcels I & IX  
Mare Island - Vallejo CA*

CALIFORNIA STATE  
LANDS COMMISSION



**EXHIBIT J**

**FORM OF CITY DEED**

Recorded at the Request of and  
When Recorded Mail to:

State Lands Commission  
100 Howe Avenue  
Suite 100 South  
Sacramento, CA 95825-8202  
ATTN: Blake Stevenson

STATE OF CALIFORNIA  
OFFICIAL BUSINESS:  
Document entitled to free  
Recordation Pursuant to  
Government Code Section 27383  
NO TAX DUE

---

**CITY OF VALLEJO  
GRANT DEED TO STATE OF CALIFORNIA**

WHEREAS, the City of Vallejo ("City") and the State of California, acting by and through the State Lands Commission ("State"), have entered the Mare Island Property Settlement and Exchange Agreement ("Settlement Agreement"), which settles a title and boundary dispute between them with respect to certain lands in the City of Vallejo, County of Solano, State of California;

WHEREAS, the City, through Resolution No. 02-43 N.C. adopted by the City Council of the City of Vallejo on January 29, 2002, and the State, by its Calendar Item No. 36, duly adopted at its regular public meeting on June 27, 2000, and as amended by its Calendar Item No. 68, duly adopted at its Public Meeting on September 17, 2001, all after notice pursuant to the requirements of law, approved the Settlement Agreement. The Settlement Agreement has been recorded as Instrument No. \_\_\_\_\_ in the Official Records of the County of Solano on \_\_\_\_\_, 2002. This grant deed is issued pursuant to the terms of the Settlement Agreement; and

WHEREAS, all warranties or indemnities provided by the United States pursuant to the Defense Authorization Act of 1993, Pub. L. 102-484 § 330(a)(1), Defense Base Realignment and Closure Act of 1990, Pub. L. 105-510 § 2901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h), and pertaining to the release or threatened release of any hazardous substance,



pollutant, contaminant, petroleum, or petroleum derivative resulting from Department of Defense activities, if any, are retained by the City and transferred to the State along with the grant of real property made herein.

NOW THEREFORE, the City does hereby forever grant to the State, any and all right, title, and interest in the real property located in the County of Solano described in Exhibit 1 attached hereto.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

CITY OF VALLEJO, a municipal corporation of  
the State of California

\_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2002 before me, \_\_\_\_\_  
\_\_\_\_\_, personally appeared \_\_\_\_\_,  
personally known to me to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person or entity on behalf of which the  
person acted executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

**EXHIBIT K**

**FORM OF CITY DEED OF PUBLIC TRUST EASEMENT**

Recorded at the Request of and  
When Recorded Mail to:

State Lands Commission  
100 Howe Avenue  
Suite 100 South  
Sacramento, CA 95825-8202  
ATTN: Blake Stevenson

STATE OF CALIFORNIA  
OFFICIAL BUSINESS:  
Document entitled to free  
Recordation Pursuant to  
Government Code Section 27383  
NO TAX DUE

---

**CITY OF VALLEJO  
DEED OF PUBLIC TRUST EASEMENT TO STATE OF CALIFORNIA**

WHEREAS, the City of Vallejo ("City") and the State of California, acting by and through the State Lands Commission ("State"), have entered the Mare Island Property Settlement and Exchange Agreement ("Settlement Agreement"), which settles a title and boundary dispute between them with respect to certain lands in the City of Vallejo, County of Solano, State of California; and

WHEREAS, the City, through Resolution No. 02-43 N.C. adopted by the City Council of the City of Vallejo on January 29, 2002, and the State, by its Calendar Item No. 36, duly adopted at its regular public meeting on June 27, 2000, and as amended by its Calendar Item No. 68, duly adopted at its regular public meeting on September 17, 2001, all after notice pursuant to the requirements of law, approved the Settlement Agreement. The Settlement Agreement has been recorded as Instrument No. \_\_\_\_\_ in the Official Records of the County of Solano on \_\_\_\_\_, 2002. This Deed of Public Trust Easement is issued pursuant to the terms of Paragraph 17 of the Settlement Agreement.

NOW THEREFORE, the City hereby grants to the State of California an easement for the purposes of commerce, navigation, and fisheries in, over, and upon the property described in Exhibit 1. Exhibit 1 is attached to this Deed of Public Trust Easement and incorporated by reference as a part of it. The easement for purposes of commerce,

navigation, and fisheries conveyed by this Deed of Public Trust Easement is identical to the easement for public trust purposes that is impliedly reserved in grants of tide and submerged lands by the State of California, which easement is described in *People v. California Fish Co.* (1913) 166 Cal. 576.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

CITY OF VALLEJO, a municipal corporation of  
the State of California

\_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2002 before me, \_\_\_\_\_  
\_\_\_\_\_, personally appeared \_\_\_\_\_,  
personally known to me to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person or entity on behalf of which the  
person acted executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Deed of Public Trust Easement dated \_\_\_\_\_, 2002, from the City of Vallejo to the State of California, acting by and through the State Lands Commission, is hereby accepted as lands of the legal character of sovereign tide and submerged lands by the undersigned officer or agent on behalf of the State of California, and the grantee consents to the recordation of the Deed of Public Trust Easement. Further, the Public Trust Easement in the land described is hereby exercised for the purposes of lay down, shipping, and crane movement, and the owner of the fee of the land described in Exhibit 1 of the Deed of Public Trust Easement may not use the land in Exhibit 1 in a manner which is inconsistent with lay down, shipping, and crane movement.

Dated: \_\_\_\_\_, 2002

STATE LANDS COMMISSION

By: \_\_\_\_\_  
Paul D. Thayer

Its: Executive Officer

**EXHIBIT L**

**FORM OF CITY DEED OF INDUSTRIAL EASEMENT**

Recorded at the Request of and  
When Recorded Mail to:

State Lands Commission  
100 Howe Avenue  
Suite 100 South  
Sacramento, CA 95825-8202  
ATTN: Blake Stevenson

STATE OF CALIFORNIA  
OFFICIAL BUSINESS:  
Document entitled to free  
Recordation Pursuant to  
Government Code Section 27383  
NO TAX DUE

---

**CITY OF VALLEJO  
DEED OF INDUSTRIAL EASEMENT TO STATE OF CALIFORNIA**

WHEREAS, the City of Vallejo ("City") and the State of California, acting by and through the State Lands Commission ("State"), have entered the Mare Island Property Settlement and Exchange Agreement ("Settlement Agreement"), which settles a title and boundary dispute between them with respect to certain lands in the City of Vallejo, County of Solano, State of California; and

WHEREAS, the City, through Resolution No. 02-43 N.C. adopted by the City Council of the City of Vallejo on January 29, 2002, and the State, by its Calendar Item No. 36, duly adopted at its regular public meeting on June 27, 2000, and as amended by its Calendar Item No. 68, duly adopted at its regular public meeting on September 17, 2001, all after notice pursuant to the requirements of law, approved the Settlement Agreement. The Settlement Agreement has been recorded as Instrument No. \_\_\_\_\_ in the Official Records of the County of Solano on \_\_\_\_\_, 2002. This Deed of Easement is issued pursuant to the terms of Paragraph 18 of the Settlement Agreement.

NOW THEREFORE, the City hereby grants to the State, a perpetual easement consisting of a public right-of-way over the land described in Exhibit 1 (the "Industrial Easement"), according to the terms, covenants, and conditions stated below. The Industrial Easement shall be for the purposes of the public and private movement of industrial products to and from the eastern waterfront of Mare Island at and surrounding the berth

currently numbered Berth 20. The Industrial Easement lies within the land described in Exhibit 2, which is the servient tenement. The Industrial Easement shall be appurtenant to and benefit the land described in Exhibit 3. Exhibits 1, 2, and 3 are attached to this Grant of Easement and are made parts of it by this reference. The Industrial Easement is granted subject to the following terms, covenants, and conditions:

- (1) The servient tenement of the land within Exhibit 2 may make such use of the area within the Industrial Easement described in Exhibit 1 as does not interfere with or block the regular movement of industrial products over the Industrial Easement, such as parking cars or the temporary storage of industrial products, so long as they can be moved when necessary for industrial products to pass through the Industrial Easement to the waterfront.
- (2) Public or private parties may use the Industrial Easement to move industrial products only upon three business days' notice to the parties then in possession of the land within Exhibit 1, so that cars and industrial products may be moved to permit use of the Industrial Easement.
- (3) The Industrial Easement is subject to reasonable regulation by the Grantee regarding the hours during which it may be used and the restoration of any signs removed for products to pass through the Industrial Easement.
- (4) Neither the Grantor nor its successors or assigns shall be required to remove or relocate structures or improvements which existed within the Industrial Easement on January 17, 2002, including buildings, fencing, landscaping, utilities, utility vaults, transformers, streetlights, and other similar structures and improvements. However, the Grantor covenants that, if any structure or improvement lying within the Industrial Easement is removed, relocated, or destroyed, it shall not be rebuilt nor reconstructed without the approval of the State Lands Commission. This covenant shall bind the Grantor and its successors and assigns, runs with the land described in Exhibit 2, and benefits the land described in Exhibits 1 and 3.
- (5) If, after this Grant of Easement, the Grantee comes to own the fee of any land within Exhibit 1, the Grantee's fee and this Industrial Easement shall merge in the area in which they are coincident, and that part of the Industrial Easement remaining shall be appurtenant to the area of merged title.
- (6) In the course of approving subdivision or parcel maps in the future, the Grantor may wish to provide an alternative location of the Industrial Easement of equal utility and width to the Industrial Easement. In that case, the Grantee shall consider approval

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of the alternative location, which approval shall not be unreasonably denied. Upon the recordation of an alternative easement, the Grantee shall quitclaim to Grantor its rights under this Grant of Easement.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

CITY OF VALLEJO, a municipal corporation of  
the State of California

---

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2002 before me, \_\_\_\_\_  
\_\_\_\_\_, personally appeared \_\_\_\_\_,  
personally known to me to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person or entity on behalf of which the  
person acted executed the instrument.

WITNESS my hand and official seal.

---

SIGNATURE OF NOTARY

**EXHIBIT M**

**FORM OF CITY QUITCLAIM OF PUBLIC TRUST PARCELS**

Recorded at the Request of and  
When Recorded Mail to:

State Lands Commission  
100 Howe Avenue  
Suite 100 South  
Sacramento, CA 95825-8202  
ATTN: Blake Stevenson

STATE OF CALIFORNIA  
OFFICIAL BUSINESS:  
Document entitled to free  
Recordation Pursuant to  
Government Code Section 27383  
NO TAX DUE

---

**CITY OF VALLEJO  
QUITCLAIM TO STATE OF CALIFORNIA**

WHEREAS, the City of Vallejo ("City") and the State of California, acting by and through the State Lands Commission ("State"), have entered the Mare Island Property Settlement and Exchange Agreement ("Settlement Agreement"), which settles a title and boundary dispute between them with respect to certain lands in the City of Vallejo, County of Solano, State of California; and

WHEREAS, the City, through Resolution No. 02-43 N.C. adopted by the City Council of the City of Vallejo on January 29, 2002, and the State, by its Calendar Item No. 36, duly adopted by its regular public meeting on June 27, 2000, and as amended by its Calendar Item No. 68, duly adopted at its regular public meeting on September 17, 2001, all after notice pursuant to the requirements of law, approved the Settlement Agreement. The Settlement Agreement has been recorded as Instrument No. \_\_\_\_\_ in the Official Records of the County of Solano on \_\_\_\_\_, 2002. This quitclaim is issued pursuant to the terms of the Settlement Agreement.

\\ \\

\\ \\

\\ \\



NOW THEREFORE, the City does hereby remise, release, assign, transfer, and forever quitclaim to the State any and all right, title and interest in the real property located in the County of Solano described in Exhibit 1 attached hereto.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

CITY OF VALLEJO, a municipal corporation of  
the State of California

---

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2002 before me, \_\_\_\_\_  
\_\_\_\_\_, personally appeared \_\_\_\_\_,  
personally known to me to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person or entity on behalf of which the  
person acted executed the instrument.

WITNESS my hand and official seal.

---

SIGNATURE OF NOTARY

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL Ia  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

All that real property situate on the Former Mare Island Naval Shipyard, City of Vallejo, County of Solano, State of California. Lying contiguous to and westerly of the west boundary of that parcel shown and so delineated on the map filed for record on August 27, 2001 in Book 24 Surveys Pages 51 to 56, inclusive, County of Solano Official Records, said Map entitled "Record of Survey of the land shown on the Record of Survey filed in Book 21 of Surveys at Page 94 of Solano County Records and Certificate of Correction filed April 26, 2001 at Series Number 2001-00041434", Retracement of Tract 38 of the Joy Survey entitled, "Fractional Township 3 North, Range 4 West", approved by the US Survey General's Office October 24, 1923, accepted November 8, 1923 and filed with the Bureau of Land Management, Mount Diablo Base and Meridian, County of Solano, State of California, said portion being more particularly described as follows:

**Beginning** at a point with CCS83 Zone II (NAD 83) Coordinates of N1798520.87 feet, E6479688.04 feet lying North 44° 38' 54" West, 12188.43 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with NAD 83 Zone II Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys Page 51, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 35°54'10" West 17,225.54 feet,

Thence from said **Point of Beginning**;

- 1) North 54°49'24" East, a distance of 379.84 feet to a point on the west line of the parcel shown on Record of Survey Book 24 Surveys Page 51;
- 2) Thence along the west line of the parcel shown on Record of Survey 24 Surveys Page 51, South 44°45'15" East, a distance of 218.04 feet to the northwest corner of EDC Parcel XVII as shown on that Record of Survey recorded in Book 25 Surveys at Page 13, Solano County Records;
- 3) Thence along the west line of said EDC Parcel XVII South 44°45'15" East, a distance of 64.82 feet;

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL Ia  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 4) Thence leaving the west line of the parcel shown on Record of Survey Book 24 Surveys Page 51 and the west line of said EDC Parcel XVII, and proceeding South  $53^{\circ}14'37''$  West, a distance of 406.15 feet;
- 5) Thence North  $39^{\circ}17'52''$  West, a distance of 290.86 feet to the **Point of Beginning**.

Said parcel contains 2.57 acres more or less; attached plat for reference only.

BASIS OF BEARING: The bearing of  $N35^{\circ}54'10''W$  between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of bearing for this legal description and is the California Coordinate System 1983 (CCS83) Zone II (NAD 83).

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043

END OF DESCRIPTION



PT-U.S.  
FISH & WILDLIFE

NORTH

**TT-PARCEL  
Ia**

2.57 Acs.±

POINT OF  
BEGINNING  
ZONE II  
COORDINATES  
(NAD83)  
N 1798520.87  
E 6479688.04

PT-PARCEL  
I

PT-PARCEL XVII

HCN-3, FOUND 2-1/2'  
ALUMINUM DISK STAMPED  
"MARE ISLAND CONTROL POINT,  
McGILL-MARTIN-SELF, INC.  
ORINDA, CA. 3", PER  
RECORD OF SURVEY  
21 R.S. 94.

PARCEL XVII  
25 SURVEYS 13

**LEGEND**

- △ HORIZONTAL CONTROL MONUMENT
- ANGLE POINT OF BOUNDARY
- TRUST TERMINATION PARCEL BOUNDARY

**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT N**  
Page 3 of 48

Plat to Accompany  
Legal Description of

Trust Termination Parcel Ia

City of Vallejo, Solano County, CA.  
February 15, 2002

FOUND POINT "SEMARE"  
DESCRIBED AS A  
STANDARD USC&GS  
BRASS DISK STAMPED  
"MARE ID SE 1852 1932",  
ZONE II COORDINATES (NAD83):  
N 1789849.0637  
E 6488254.0248

SCALE IN FEET  
150 0 300  
1"=300'

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL Ib  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

All that real property situate on the Former Mare Island Naval Shipyard, City of Vallejo, County of Solano, State of California. Lying contiguous to and westerly of the west boundary of that parcel shown and so delineated on the map filed for record on August 27, 2001 in Book 24 Surveys Pages 51 to 56, inclusive, County of Solano Official Records, said Map entitled "Record of Survey of the land shown on the Record of Survey filed in Book 21 of Surveys at Page 94 of Solano County Records and Certificate of Correction filed April 26, 2001 at Series Number 2001-00041434", Retracement of Tract 38 of the Joy Survey entitled, "Fractional Township 3 North, Range 4 West", approved by the US Survey General's Office October 24, 1923, accepted November 8, 1923 and filed with the Bureau of Land Management, Mount Diablo Base and Meridian, County of Solano, State of California, said portion being more particularly described as follows:

**Beginning** at a point with CCS83 Zone II (NAD 83) Coordinates of N1795532.98 feet, E6481763.00 feet lying North 48° 47' 34" West, 8627.34 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with NAD 83 Zone II Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys at Page 51, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 35°54'10" West 17,225.54 feet,

Thence from said **Point of Beginning**;

- 1) Along the south line of EDC Parcel XVIII as shown on that Record of Survey recorded in Book 25 Surveys Page 12, Solano County Records North 83°08'44" East, a distance of 628.13 feet to a point on the west line of the parcel shown on Record of Survey Book 24 Surveys Page 51, also being the southeast corner of said EDC Parcel XVIII and the northwest corner of EDC Parcel XIX as shown on that Record of Survey recorded in Book 25 Surveys Page 11, Solano County Records;
- 2) Thence leaving the south line of said EDC Parcel XVIII and proceeding along the west line of the parcel shown on Record of Survey Book 21 Surveys Page 51, also being the west line of said EDC Parcel XIX, South 31°30'29" East, a distance of 1036.34 feet;

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL 1b  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 3) Thence leaving the west line of said EDC Parcel XIX and proceeding along the west line of EDC Parcel XII as shown on Record of Survey Book 25 Surveys Page 8 South 22°45'39" East, a distance of 732.84 feet;
- 4) Thence South 36°15'24" East, a distance of 442.31 feet;
- 5) Thence South 00°13'53" West, a distance of 211.26 feet;
- 6) Thence South 28°00'33" East, a distance of 65.73 feet;
- 7) Thence leaving the said west line and proceeding South 58°33'36" West, a distance of 24.70 feet;
- 8) Thence North 62°19'18" West, a distance of 440.67 feet;
- 9) Thence North 58°02'45" West, a distance of 222.49 feet;
- 10) Thence North 30°50'33" West, a distance of 1270.65 feet;
- 11) Thence South 70°38'33" West, a distance of 581.42 feet;
- 12) Thence North 31°39'35" West, a distance of 330.36 feet;
- 13) Thence North 14°49'39" East, a distance of 152.79 feet;
- 14) Thence North 64°40'37" East, a distance of 129.99 feet;
- 15) Thence North 52°40'04" East, a distance of 300.47 feet;
- 16) Thence North 34°33'18" West, a distance of 286.33 feet to the **Point of Beginning**.

Said parcel contains 33.19 acres, more or less; attached plat for reference only.

BASIS OF BEARING: The bearing of N35°54'10"W between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL 1b  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

bearing for this legal description and is the California Coordinate System 1983 (CCS83) Zone II (NAD 83).

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043

END OF DESCRIPTION



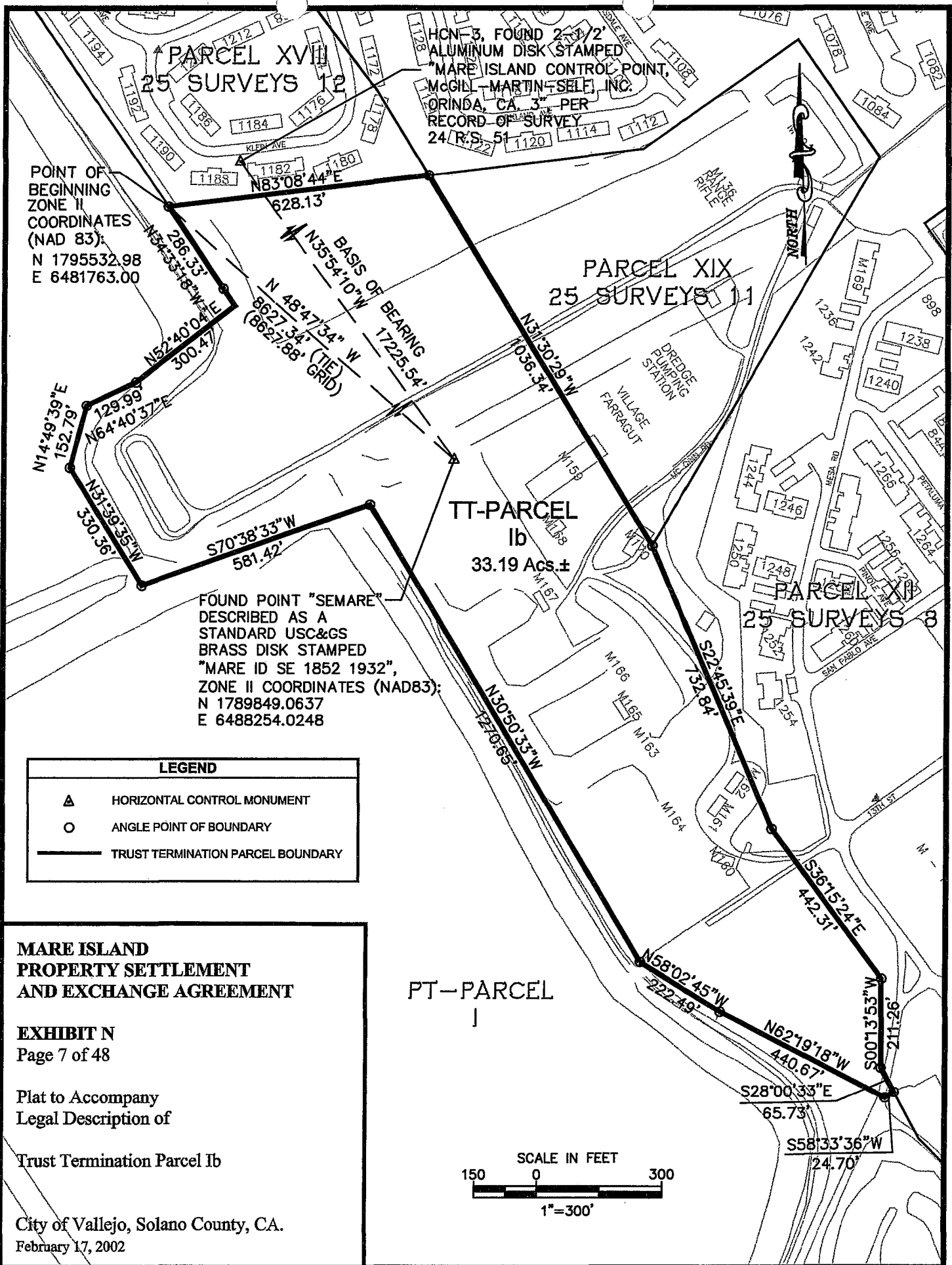




EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL 1c  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

All that real property situate on the Former Mare Island Naval Shipyard, City of Vallejo, County of Solano, State of California described as follows. Lying contiguous to and westerly of the west boundary of that parcel shown and so delineated on the map filed for record on August 27, 2001 in Book 24 Surveys Pages 51 to 56, inclusive, County of Solano Official Records, said Map entitled "Record of Survey of the land shown on the Record of Survey filed in Book 21 of Surveys at Page 94 of Solano County Records and Certificate of Correction filed April 26, 2001 at Series Number 2001-00041434. Retracement of Tract 38 of the Joy Survey entitled, "Fractional Township 3 North, Range 4 West", approved by the US Survey General's Office October 24, 1923, accepted November 8, 1923 and filed with the Bureau of Land Management, Mount Diablo Base and Meridian, County of Solano, State of California" said portion being more particularly described as follows:

**Beginning** at a point with CCS83 Zone II (NAD 83) Coordinates of N1791125.25 feet, E6484987.67 feet lying North 68° 39' 33" West, 3506.60 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with NAD 83 Zone II Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys at Page 51, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 35°54'10" West 17,225.54 feet,

Thence from said **Point of Beginning**;

- 1) Along the west line of the parcel shown on Record of Survey Book 24 Surveys Page 51, South 43°30'18" East, a distance of 190.44 feet;
- 2) Thence leaving the west line of the parcel shown on Record of Survey Book 24 Surveys Page 51 and proceeding North 66°26'05" West, a distance of 32.46 feet;
- 3) Thence North 54°01'37" West, a distance of 16.64 feet;
- 4) Thence North 50°33'06" West, a distance of 51.03 feet;
- 5) Thence North 37°51'28" West, a distance of 72.30 feet;
- 6) Thence North 09°01'42" West, a distance of 26.20 feet to the Point of Beginning.

EXHIBIT N

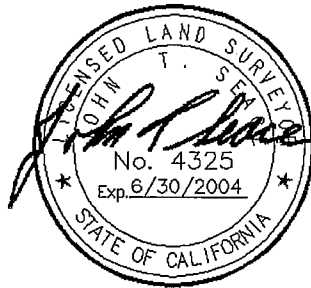
DESCRIPTION OF TRUST TERMINATION PARCEL 1c  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

Said parcel contains 0.07 acres, more or less; attached plat for reference only.

BASIS OF BEARING: The bearing of N35°54'10"W between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of bearing for this legal description and is the California Coordinate System 1983 (CCS83) Zone II (NAD 83).

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043

END OF DESCRIPTION



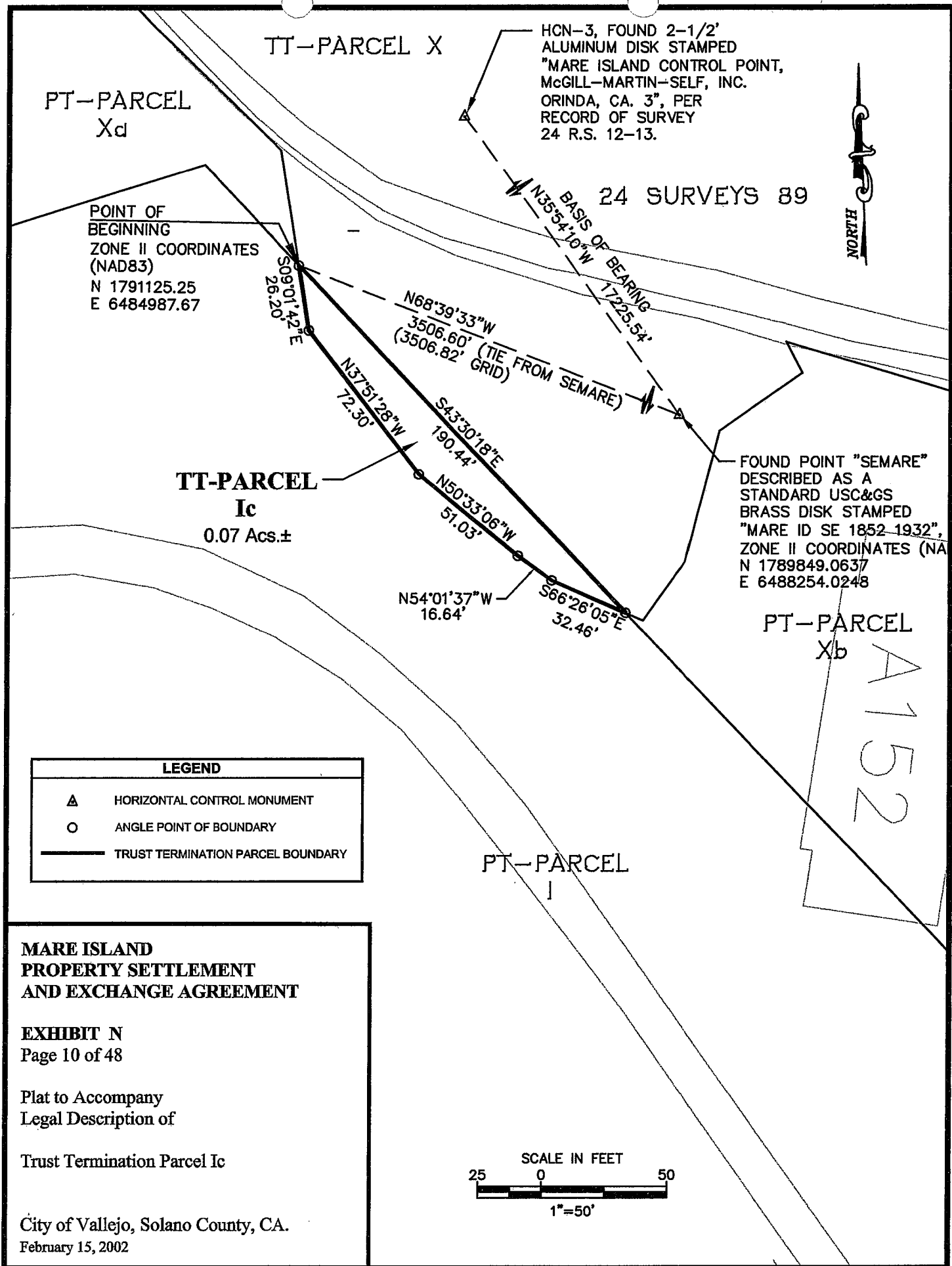


EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL II  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and more particularly described as follows:

All of EDC Parcel II as shown on that certain map entitled "Record of Survey showing Parcel II for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24 Surveys Page 74, Solano County Records, Solano County, and corrected by a Certificate of Correction filed 3/12/02 at Series Number 2002- 31491, Solano County, State of California.

EXCEPTING THEREFROM

That certain parcel of land described in Exhibit E, Description of Public Trust Parcel II of the Mare Island Property Settlement and Exchange Agreement, recorded on \_\_\_\_\_ in Book \_\_\_\_\_, Page(s) \_\_\_\_\_, Solano County Records.

Said parcel contains 26.63 acres, more or less; attached plat for reference only.

END OF DESCRIPTION



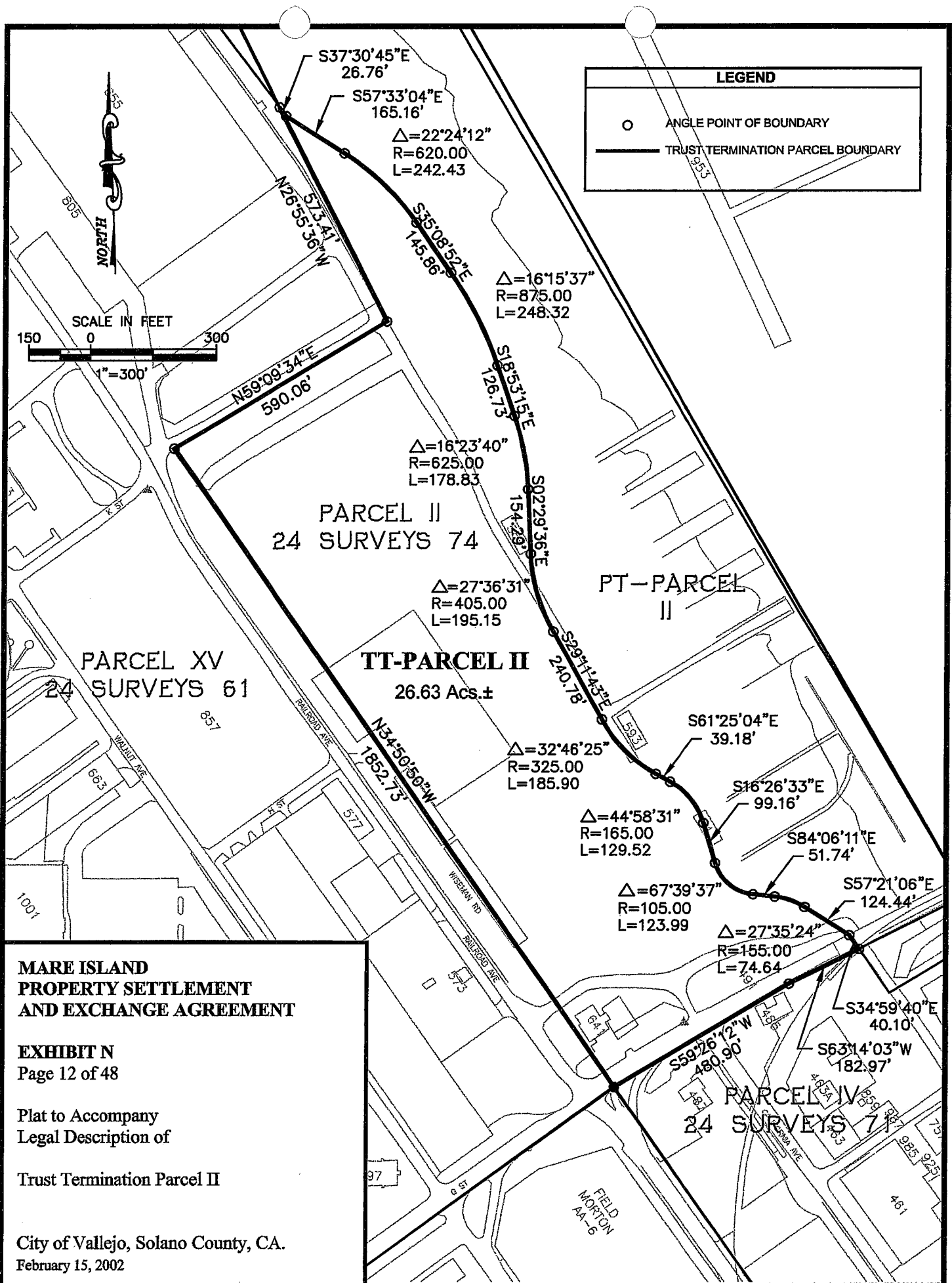
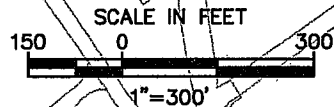
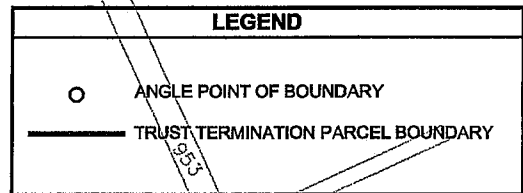


EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL IV  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and more particularly described as follows:

All of EDC Parcel IV as shown on that certain map entitled "Record of Survey showing Parcel IV for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24 Surveys Page 71, Solano County Records, Solano County, State of California.

EXCEPTING THEREFROM

That certain parcel of land described in Exhibit E, Description of Public Trust Parcel IV of the Mare Island Property Settlement and Exchange Agreement, recorded on \_\_\_\_\_ in Book \_\_\_\_\_, Page(s) \_\_\_\_\_, Solano County Records.

Said parcel contains 221.12 acres, more or less; attached plat for reference only.

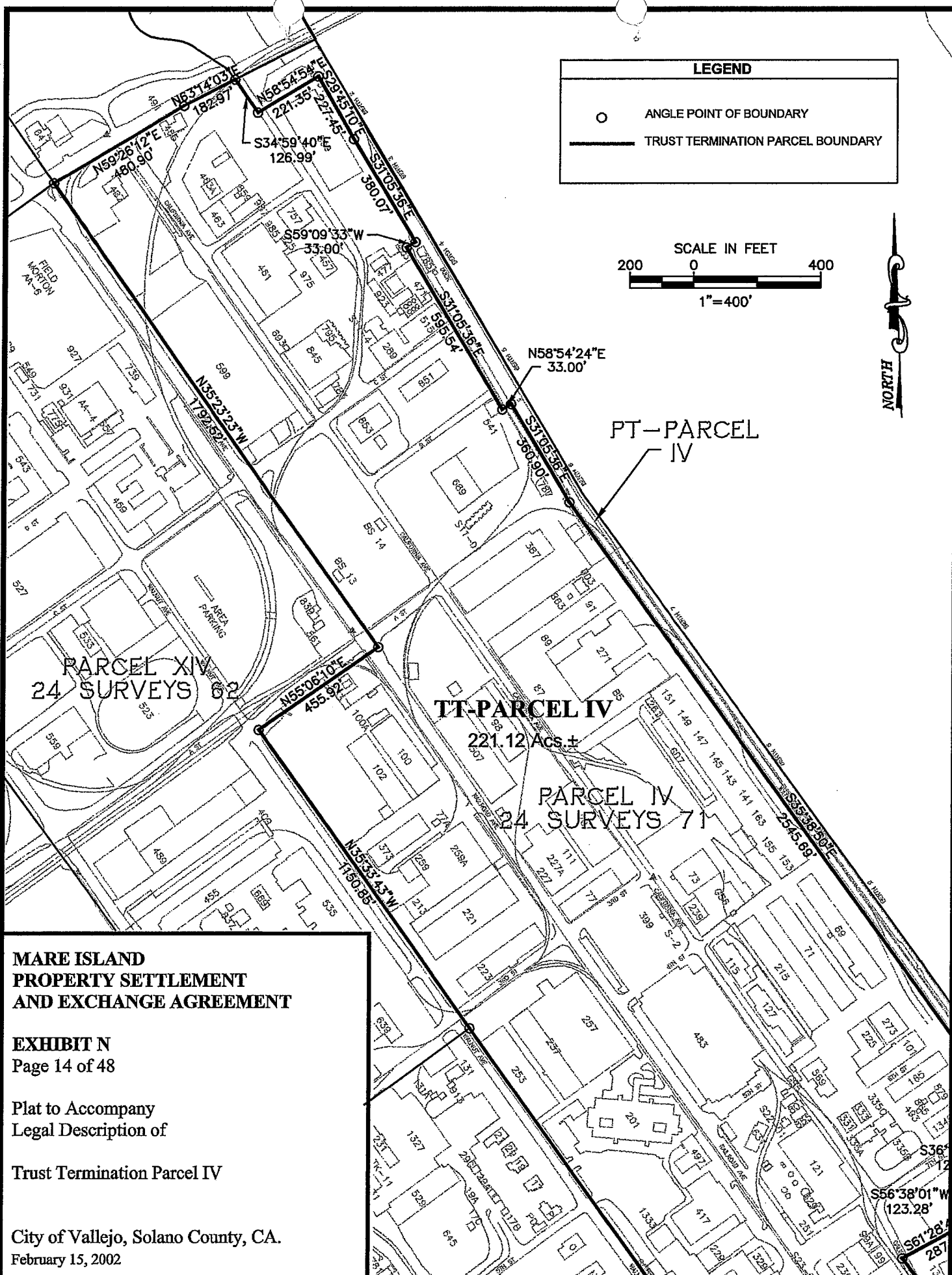
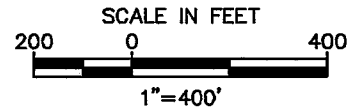
END OF DESCRIPTION



**LEGEND**

○ ANGLE POINT OF BOUNDARY

— TRUST TERMINATION PARCEL BOUNDARY



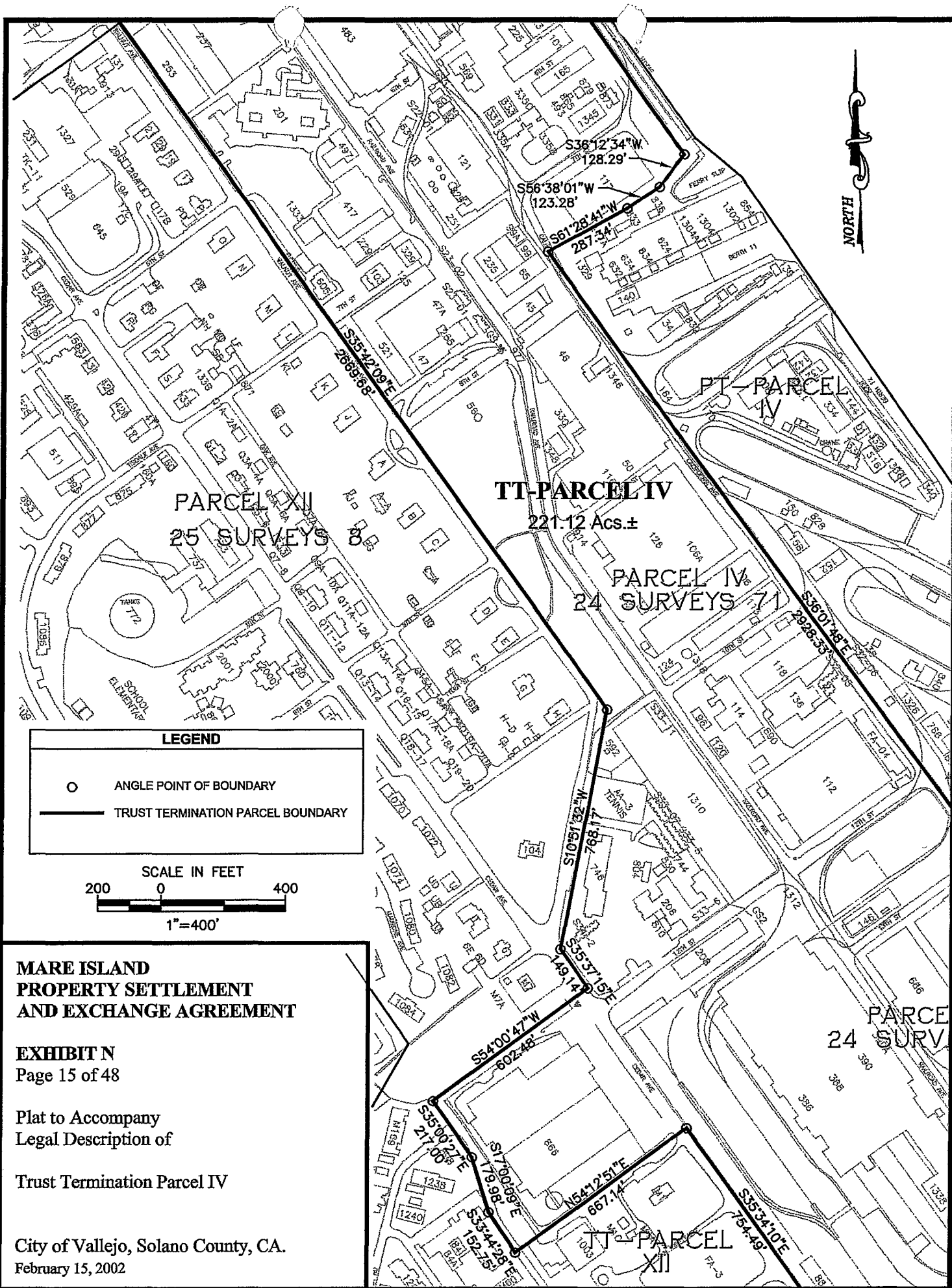
**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT N**  
Page 14 of 48

Plat to Accompany  
Legal Description of

Trust Termination Parcel IV

City of Vallejo, Solano County, CA.  
February 15, 2002



**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT N**  
Page 15 of 48

Plat to Accompany  
Legal Description of

Trust Termination Parcel IV

City of Vallejo, Solano County, CA.  
February 15, 2002



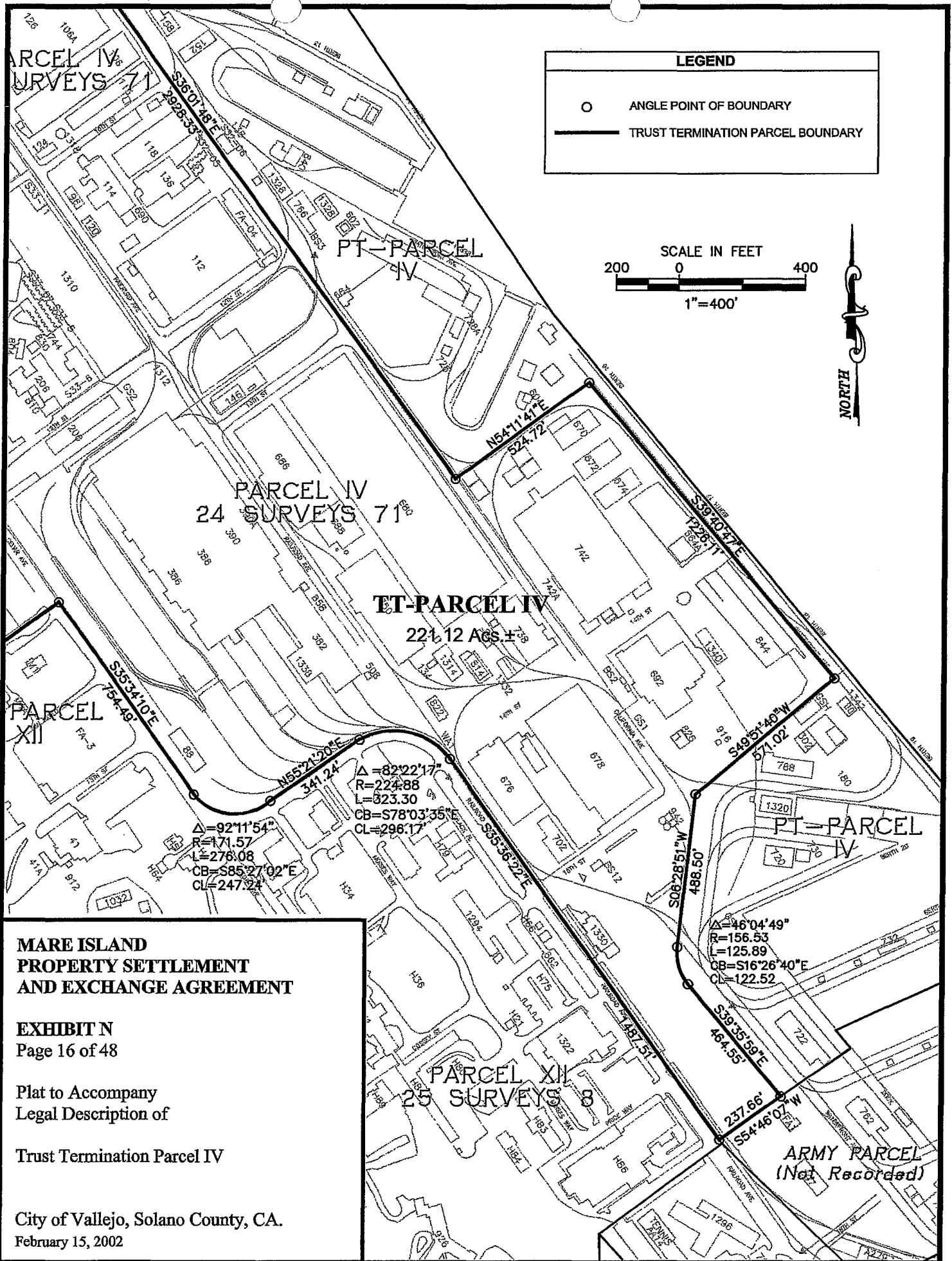


EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL X  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

All that real property situate on the Former Mare Island Naval Shipyard, City of Vallejo, County of Solano, State of California described as follows. Being a portion of the land shown within the boundary of that parcel shown and so delineated on the map filed for record on August 27, 2001 in Book 24 Survey at Pages 51 to 56, inclusive, County of Solano Official Records, said Map entitled "Record of Survey of the land shown on the Record of Survey filed in Book 21 of Surveys at Page 94 of Solano County Records and Certificate of Correction filed April 26, 2001 at Series Number 2001-00041434. Retracement of Tract 38 of the Joy Survey entitled, "Fractional Township 3 North, Range 4 West", approved by the US Survey General's Office October 24, 1923, accepted November 8, 1923 and filed with the Bureau of Land Management, Mount Diablo Base and Meridian, County of Solano, State of California" said portion being more particularly described as follows:

**Beginning** at a point with CCS83 Zone II (NAD 83) Coordinates of N1789730.89 feet, E6487902.85 feet lying South 71° 24' 05" West, 370.50 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with NAD 83 Zone II Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys at Page 51, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 35°54'10" West 17,225.54 feet,

Thence from said Point of Beginning;

- 1) Along a line on EDC Parcel VII as shown on that Record of Survey recorded in Book 25 Surveys Page 14, Solano County Records, also being a line on the Golf Course Parcel as shown on that Record of Survey filed in Book 24 Surveys Page 89, Solano County Records, North 80°14'40" West, a distance of 953.89 feet;
- 2) Thence South 60°18'40" West, a distance of 392.36 feet;
- 3) Thence South 01°32'09" East, a distance of 77.52 feet;
- 4) Thence South 39°43'32" West, a distance of 76.49 feet;
- 5) Thence North 26°10'54" West, a distance of 173.68 feet;
- 6) Thence North 66°01'19" West, a distance of 97.06 feet;

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL X  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 7) Thence leaving the line of said EDC Parcel VII and proceeding along west line of said Golf Course Parcel, North 70°59'58" West, a distance of 53.43 feet;
- 8) Thence North 31°38'26" West, a distance of 71.60 feet;
- 9) Thence North 49°49'07" West, a distance of 41.62 feet;
- 10) Thence North 60°39'58" West, a distance of 137.63 feet;
- 11) Thence North 59°06'54" West, a distance of 49.79 feet;
- 12) Thence North 55°25'14" West, a distance of 68.42 feet;
- 13) Thence North 49°19'53" West, a distance of 86.23 feet;
- 14) Thence North 12°56'32" East, a distance of 55.11 feet;
- 15) Thence North 41°08'14" West, a distance of 96.34 feet;
- 16) Thence North 38°04'57" West, a distance of 73.08 feet;
- 17) Thence North 55°21'18" West, a distance of 64.08 feet;
- 18) Thence South 81°49'04" West, a distance of 26.23 feet;
- 19) Thence North 07°48'46" West, a distance of 73.39 feet;
- 20) Thence North 46°35'34" West, a distance of 23.60 feet;
- 21) Thence North 75°38'47" West, a distance of 85.42 feet;
- 22) Thence South 76°33'34" West, a distance of 36.51 feet;
- 23) Thence South 44°21'18" West, a distance of 50.59 feet;
- 24) Thence North 52°44'46" West, a distance of 57.02 feet;
- 25) Thence North 32°42'51" East, a distance of 172.03 feet;

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL X  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 26) Thence South  $76^{\circ}43'07''$  East, a distance of 48.64 feet;
- 27) Thence North  $36^{\circ}48'05''$  West, a distance of 300.52 feet;
- 28) Thence South  $79^{\circ}45'43''$  West, a distance of 139.94 feet;
- 29) Thence North  $39^{\circ}19'37''$  West, a distance of 126.53 feet;
- 30) Thence North  $35^{\circ}15'20''$  East, a distance of 133.57 feet;
- 31) Thence North  $44^{\circ}54'57''$  West, a distance of 198.40 feet;
- 32) Thence North  $73^{\circ}02'55''$  West, a distance of 106.47 feet;
- 33) Thence South  $26^{\circ}34'18''$  East, a distance of 13.91 feet;
- 34) Thence South  $54^{\circ}48'10''$  West, a distance of 39.78 feet;
- 35) Thence South  $14^{\circ}32'46''$  West, a distance of 53.52 feet;
- 36) Thence South  $35^{\circ}21'50''$  West, a distance of 28.69 feet;
- 37) Thence North  $66^{\circ}26'05''$  West, a distance of 7.42 feet (corrected from a distance of 7.65 feet on said Golf Course Parcel) to a point along the west line that parcel shown on the Record of Survey Book 24 Surveys Page 51;
- 38) Thence along the said west line of that parcel shown on the Record of Survey Book 24 Surveys Page 51 North  $43^{\circ}30'18''$  West, a distance of 190.44 feet (corrected from a distance of 190.10 feet of said Golf Course Parcel);
- 39) Thence leaving the said west line of that parcel shown on the Record of Survey Book 24 Surveys Page 51 North  $09^{\circ}01'42''$  West, a distance of 46.07 feet (corrected from a distance of 46.22 feet of said Golf Course Parcel) and continuing along the west line of said Golf Course Parcel;
- 40) Thence, North  $46^{\circ}00'48''$  West, a distance of 70.09 feet;
- 41) Thence North  $43^{\circ}04'48''$  West, a distance of 291.59 feet;

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL X  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 42) Thence North 02°47'27" East, a distance of 242.76 feet;
- 43) Thence North 19°39'01" West, a distance of 42.04 feet;
- 44) Thence North 34°03'14" West, a distance of 21.08 feet;
- 45) Thence North 73°55'26" West, a distance of 50.76 feet;
- 46) Thence South 84°10'19" West, a distance of 99.53 feet;
- 47) Thence North 05°34'07" West, a distance of 29.29 feet;
- 48) Thence North 61°04'20" East, a distance of 31.68 feet;
- 49) Thence North 11°23'46" East, a distance of 24.94 feet;
- 50) Thence North 49°47'11" West, a distance of 62.05 feet;
- 51) Thence North 36°37'56" West, a distance of 147.13 feet;
- 52) Thence North 41°35'08" West, a distance of 88.58 feet;
- 53) Thence North 34°59'15" West, a distance of 161.98 feet;
- 54) Thence North 31°39'04" West, a distance of 700.69 feet to a point along EDC Parcel XII as shown on that amended Record of Survey recorded in Book 25 Surveys Page 8, Solano County Records;
- 55) Thence along a line of said EDC Parcel XII North 71°53'07" East, a distance of 609.54 feet;
- 56) Thence North 45°41'38" East, a distance of 445.24 feet;
- 57) Thence South 25°02'11" East, a distance of 214.74 feet;
- 58) Thence South 08°31'59" West, a distance of 312.50 feet to the northwest corner of that Parcel shown and so delineated on the map entitled "Record of Survey, Tract 38, T.3N., R.4W., M.D.M., County of Solano, California, November 1997" filed for record on March 10, 1998 in Book 22 of Surveys, at Pages 59, at the Records Office of Solano County,

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL X  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

California;

- 59) Thence along the line of said parcel shown on that Record of Survey filed in Book 22 Surveys Page 59, South  $07^{\circ} 27' 19''$  West, a distance of 262.56 feet (North  $08^{\circ} 23' 45''$  East, a distance of 262.58 feet on said map);
- 60) Thence South  $57^{\circ} 02' 09''$  East (North  $56^{\circ} 07' 41''$  West on said map), a distance of 612.30 feet;
- 61) Thence North  $55^{\circ} 32' 21''$  East, a distance of 356.37 feet (South  $56^{\circ} 28' 12''$  West, a distance of 356.25 feet on said map);
- 62) Thence leaving said boundary of said parcel shown on that Record of Survey filed in Book 22 Surveys Page 59, South  $34^{\circ} 28' 06''$  East, a distance of 40.00 feet to a point of cusp on a non-tangent curve concave to the west having a radius of 184.78 feet and a central angle of  $102^{\circ} 58' 44''$  and being subtended by a chord which bears North  $00^{\circ} 34' 43''$  West 289.18 feet;
- 63) Thence leaving said line of the Golf Course Parcel and proceeding northeasterly, northerly and northwesterly along said curve, a distance of 332.11 feet to a point of cusp;
- 64) Thence North  $57^{\circ} 28' 45''$  East, a distance of 166.37 feet to a shared point on said EDC Parcel XII and Golf Course Parcel;
- 65) Thence continuing along said parcels, North  $57^{\circ} 28' 45''$  East, 324.70 feet to a point on the west line of said EDC Parcel VII;
- 66) Thence leaving said EDC Parcel XII and proceeding along said the line of EDC Parcel VII and said Golf Course Parcel, South  $50^{\circ} 39' 19''$  East, a distance of 563.01 feet;
- 67) Thence South  $65^{\circ} 56' 50''$  East, a distance of 210.09 feet;
- 68) Thence South  $75^{\circ} 13' 33''$  East, a distance of 676.58 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 311.22 feet and a central angle of  $31^{\circ} 01' 43''$  and being subtended by a chord which bears South  $36^{\circ} 27' 20''$  East 166.49 feet;
- 69) Thence southerly and southeasterly along said curve, a distance of 168.54 feet;

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL X  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

- 70) Thence South  $50^{\circ}32'20''$  East, a distance of 73.29 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 339.22 feet and a central angle of  $16^{\circ}41'54''$  and being subtended by a chord which bears South  $44^{\circ}07'31''$  East 98.51 feet;
- 71) Thence southeasterly along said curve, a distance of 98.86 feet to the beginning of a non-tangent compound curve;
- 72) Thence southeasterly and southerly a distance of 208.47 feet along the arc of said curve concave to the west having a radius of 225.85 feet and a central angle of  $52^{\circ}53'11''$  and being subtended by a chord which bears South  $06^{\circ}20'05''$  East 201.15 feet;
- 73) Thence South  $17^{\circ}45'25''$  West, a distance of 150.36 feet to the beginning of a non-tangent curve concave to the east having a radius of 237.83 feet and a central angle of  $50^{\circ}17'03''$  and being subtended by a chord which bears South  $02^{\circ}07'47''$  East 202.09 feet;
- 74) Thence southwesterly, southerly and southeasterly along said curve, a distance of 208.73 feet to the beginning of a non-tangent compound curve;
- 75) Thence southeasterly and easterly a distance of 298.23 feet along the arc of said curve concave to the northeast having a radius of 301.98 feet and a central angle of  $56^{\circ}35'05''$  and being subtended by a chord which bears South  $57^{\circ}57'27''$  East 286.26 feet;
- 76) Thence South  $83^{\circ}54'12''$  East, a distance of 211.59 feet;
- 77) Thence South  $43^{\circ}14'01''$  East, a distance of 191.22 feet;
- 78) Thence South  $40^{\circ}42'36''$  West, a distance of 884.58 feet;
- 79) Thence South  $76^{\circ}44'40''$  East, a distance of 270.82 feet;
- 80) Thence South  $38^{\circ}19'29''$  East, a distance of 471.04 feet;
- 81) Thence South  $36^{\circ}48'05''$  West, a distance of 406.43 feet to the Point of Beginning.

Said parcel contains 172.25 acres, more or less; attached plat for reference only.

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL X  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

BASIS OF BEARING: The bearing of N35°54'10"W between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of bearing for this legal description and is the California Coordinate System 1983 (CCS83) Zone II (NAD 83).

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043

END OF DESCRIPTION





# LEGEND

- △ HORIZONTAL CONTROL MONUMENT
- ANGLE POINT OF BOUNDARY
- TRUST TERMINATION PARCEL BOUNDARY

NORTH

PARCEL XII  
25 SURVEYS 9

PARCEL VII  
25 SURVEYS 14

PAGE 25

PAGE 26

PAGE 27

PAGE 28

TT-PARCEL X

PAGE 30

PAGE 29

PT-PARCEL  
Xd

TT-PARCEL  
Ic

PT-PARCEL  
I

PT-PARCEL  
Xb

HCN-3, FOUND 2-1/2'  
ALUMINUM DISK STAMPED  
"MARE ISLAND CONTROL POINT  
MCGILL-MARTIN-SELF, INC.  
ORINDA, CA. 3", PER  
RECORD OF SURVEY  
24 R.S. 51.

BASIS OF BEARING  
N355°10'W 17225.54'

POINT OF BEGINNING  
ZONE II COORDINATES  
(NAD 83)  
N1789730.89  
E6487902.85

(TIE FROM SEMARE)  
S71°24'05"W  
370.50'  
(370.52' GRID)

FOUND POINT "SEMARE" DESCRIBED AS  
A STANDARD US&GS BRASS DISK  
STAMPED "MARE ID SE 1852 1932",  
ZONE II COORDINATES (NAD83):  
N 1789849.0637 E 6488254.0248

## MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

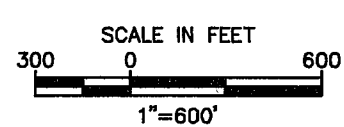
EXHIBIT N  
Page 24 of 48

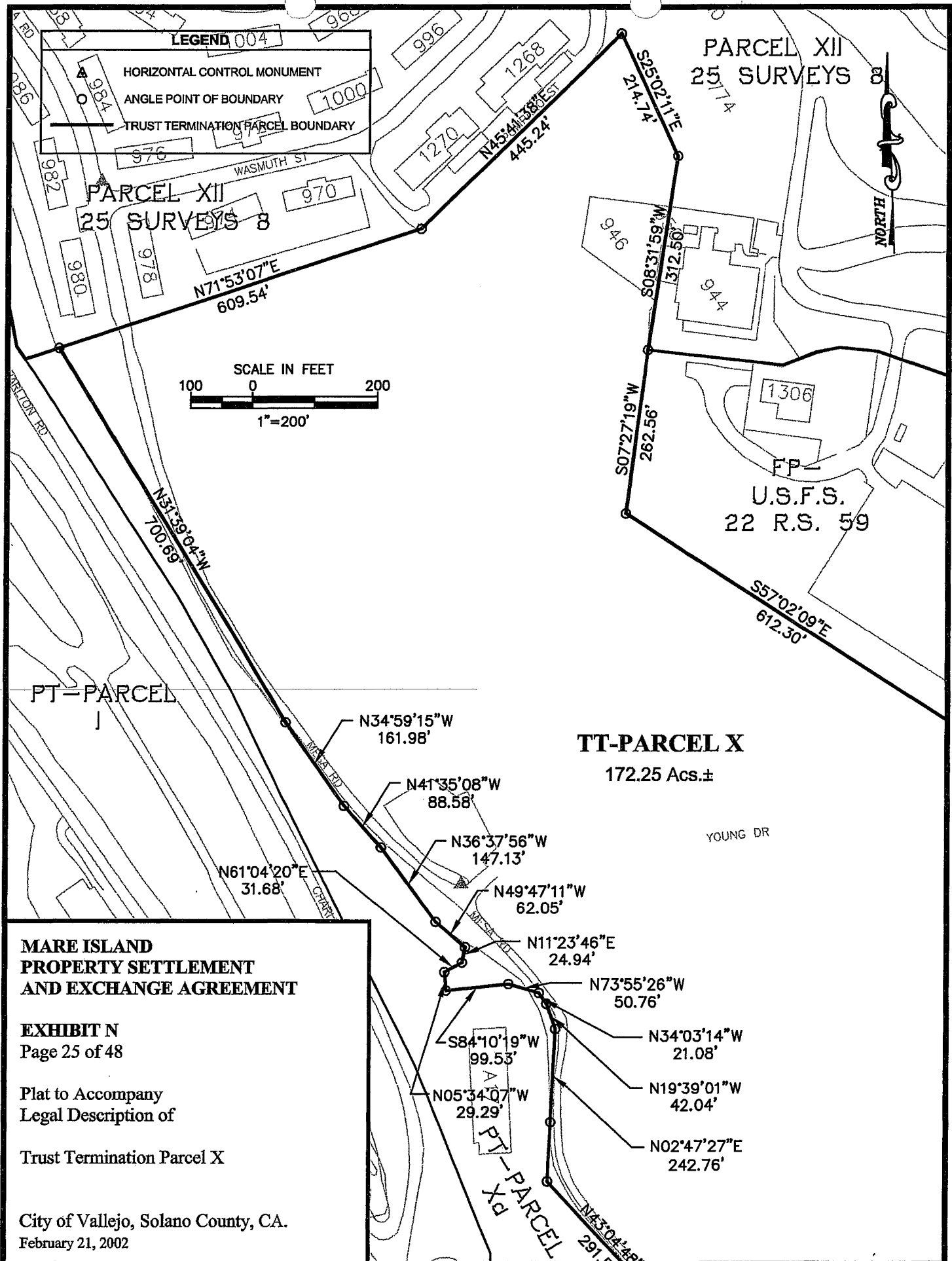
Plat to Accompany  
Legal Description of

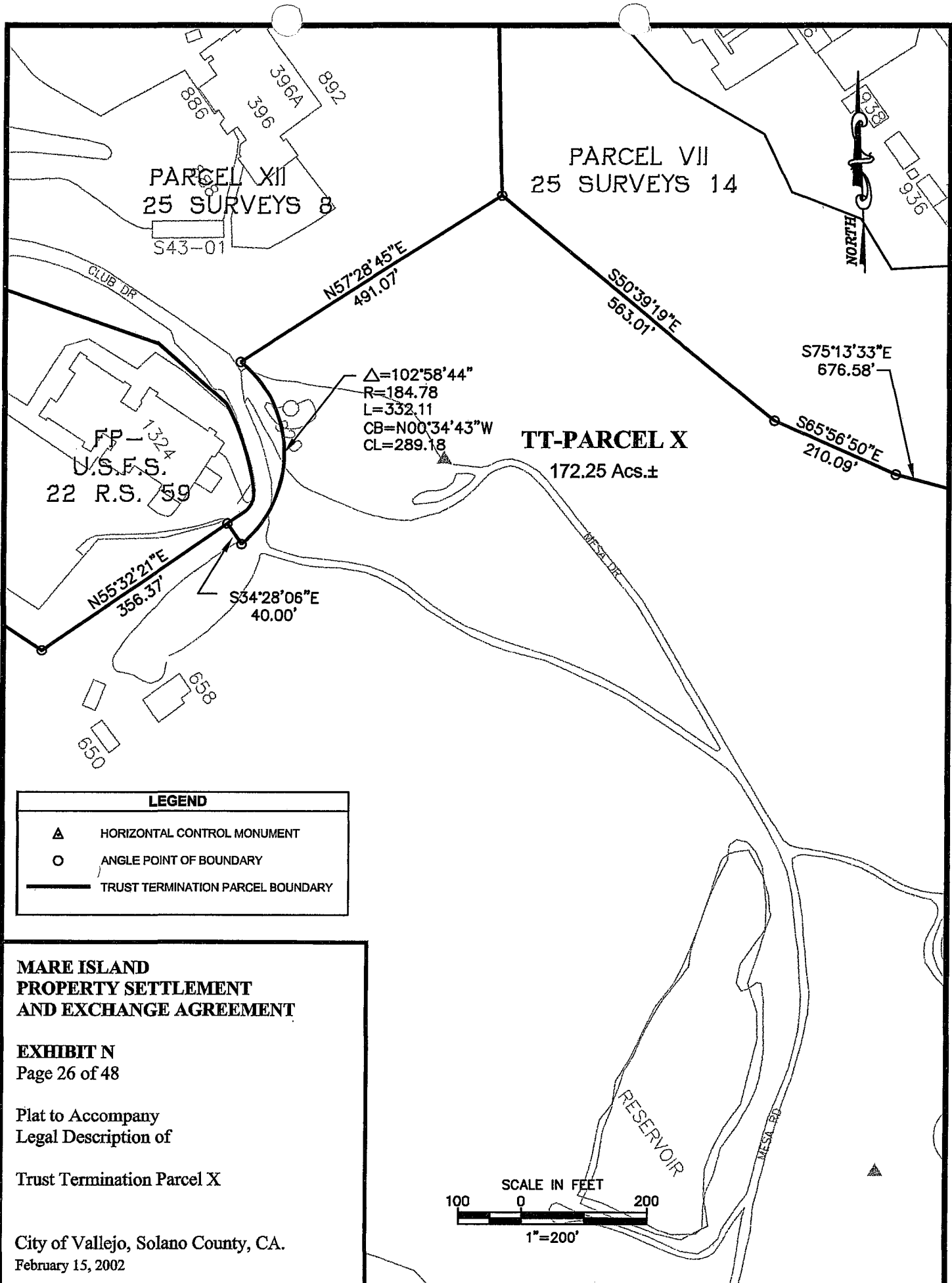
Trust Termination Parcel X

City of Vallejo, Solano County, CA.  
February 21, 2002

PARCEL VII  
24 SURVEYS 14







**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT N**  
Page 26 of 48

Plat to Accompany  
Legal Description of

Trust Termination Parcel X

City of Vallejo, Solano County, CA.  
February 15, 2002

PARCEL VII  
25 SURVEYS 14

S75°13'33"E  
676.58'

$\Delta=31°01'43"$   
R=311.22  
L=168.54  
CB=S36°27'20"E  
CL=166.49

$\Delta=16°41'54"$   
R=339.22  
L=98.86  
CB=S44°07'31"E  
CL=98.51

$\Delta=52°53'11"$   
R=225.85  
L=208.47  
CB=S06°20'05"E  
CL=201.15

$\Delta=50°17'03"$   
R=237.83  
L=208.73  
CB=S02°07'47"E  
CL=202.09

S17°45'25"W  
150.36'

PARCEL VII  
25 SURVEYS 14

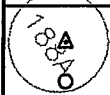
$\Delta=56°35'05"$   
R=301.98  
L=298.23  
CB=S57°57'27"E  
CL=286.26

S83°54'12"E  
211.59'

S43°14'01"E  
191.22'

TT-PARCEL X  
172.25 Acs.±

LEGEND



HORIZONTAL CONTROL MONUMENT

ANGLE POINT OF BOUNDARY

TRUST TERMINATION PARCEL BOUNDARY

MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT

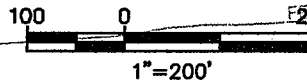
EXHIBIT N  
Page 27 of 48

Plat to Accompany  
Legal Description of

Trust Termination Parcel X

City of Vallejo, Solano County, CA.  
February 15, 2002

SCALE IN FEET



NORTH

CAVENDER HILL RD

LUCERO RD

RAILROAD AVE

PALMER AVE

CORBETT LN

GARINO

A217

A218

A219

A84

A258

A130

A187

A220

A221

A253

A271

A197

A285

A69

A142

A280

A216

A76

A167

A168

A251

A214

A213

A212

LEGEND	
▲	HORIZONTAL CONTROL MONUMENT
○	ANGLE POINT OF BOUNDARY
—	TRUST TERMINATION PARCEL BOUNDARY

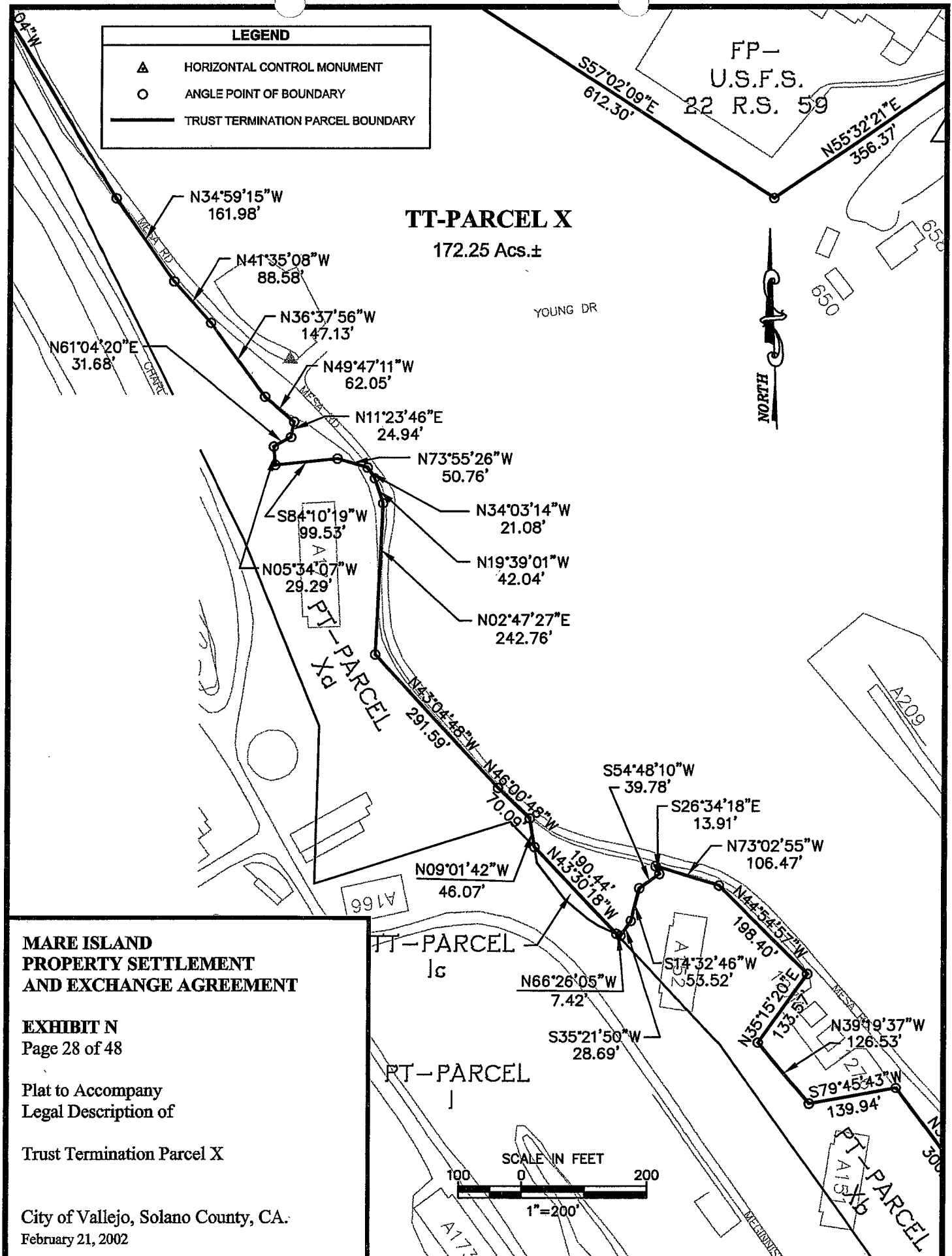
## TT-PARCEL X

172.25 Acs.±

YOUNG DR

FP—  
U.S.F.S.  
22 R.S. 59

NORTH



### MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

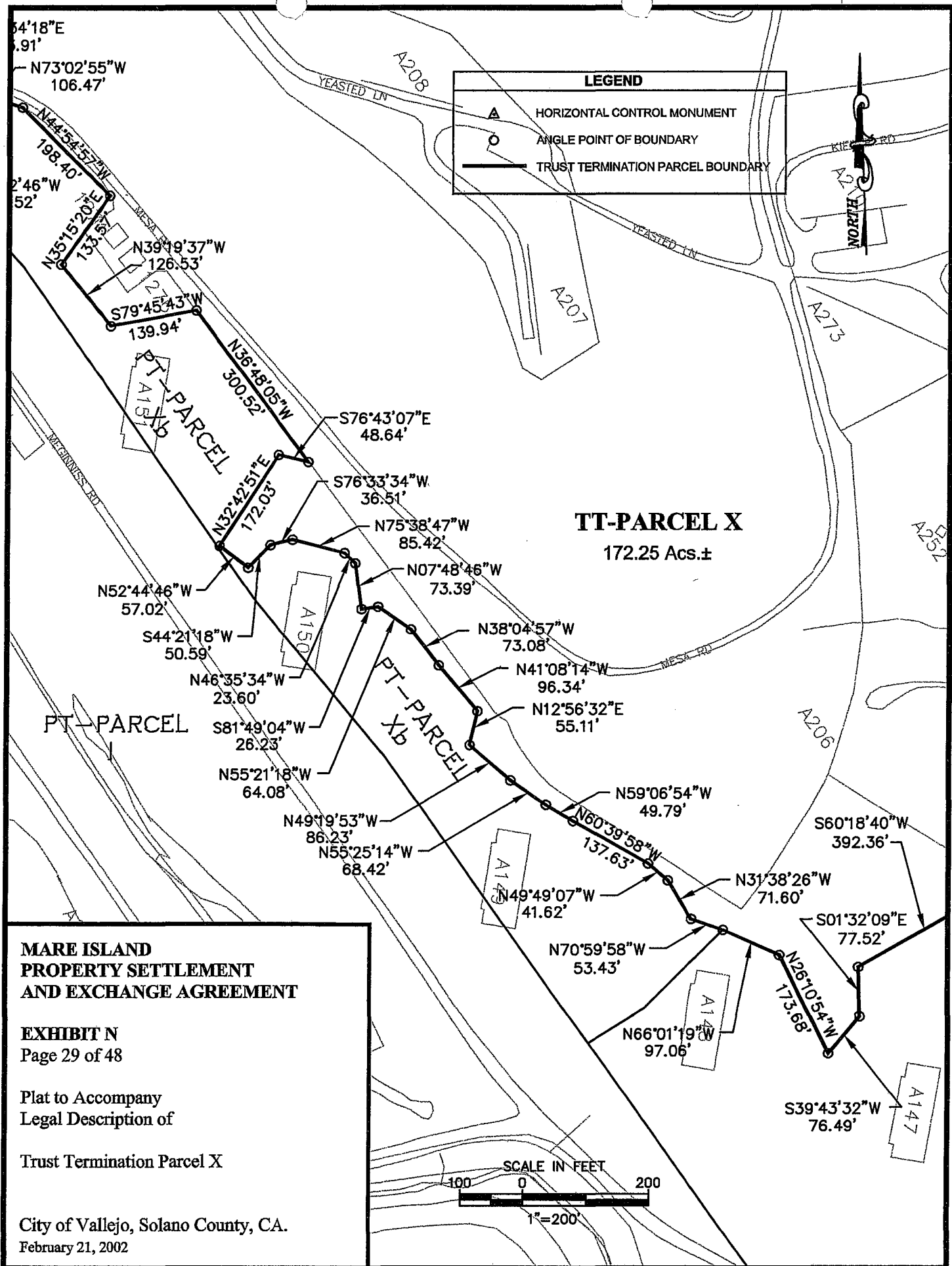
**EXHIBIT N**  
Page 28 of 48

Plat to Accompany  
Legal Description of

Trust Termination Parcel X

City of Vallejo, Solano County, CA.  
February 21, 2002

SCALE IN FEET  
100 0 200  
1"=200'



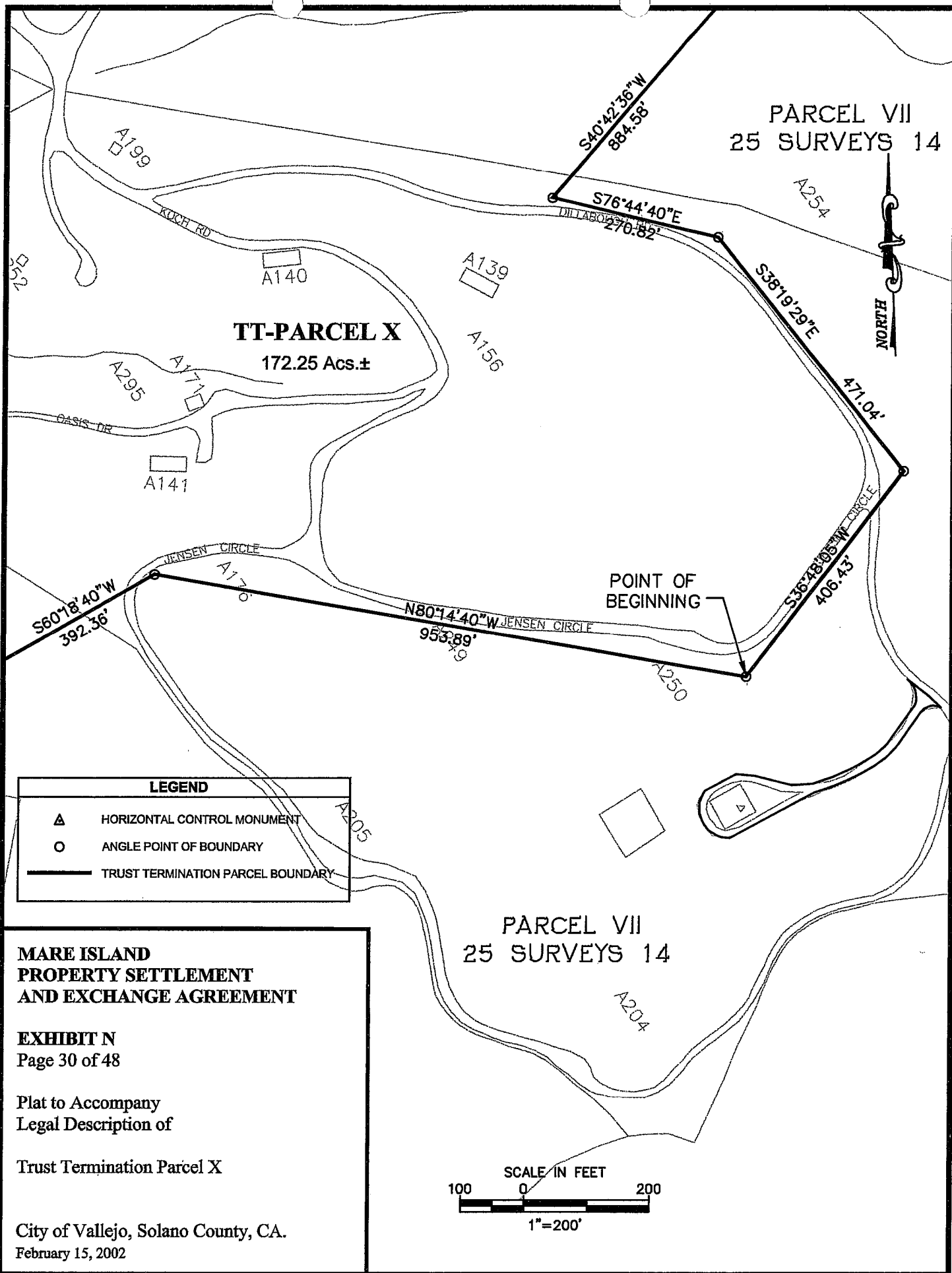
**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT N**  
Page 29 of 48

Plat to Accompany  
Legal Description of

Trust Termination Parcel X

City of Vallejo, Solano County, CA.  
February 21, 2002



**TT-PARCEL X**  
172.25 Acs.±

**PARCEL VII**  
25 SURVEYS 14

LEGEND	
▲	HORIZONTAL CONTROL MONUMENT
○	ANGLE POINT OF BOUNDARY
—	TRUST TERMINATION PARCEL BOUNDARY

**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT N**  
Page 30 of 48

Plat to Accompany  
Legal Description of

Trust Termination Parcel X

City of Vallejo, Solano County, CA.  
February 15, 2002

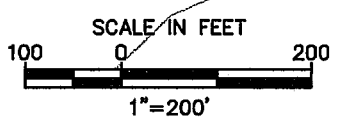


EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL XII  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and more particularly described as follows:

All of EDC Parcel XII as shown on that certain map entitled "Record of Survey showing Parcel XII for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24 Surveys Page 63 as amended January 28, 2002 in Book 25, Surveys, Page 8, Solano County Records, Solano County, State of California.

EXCEPTING THEREFROM THE FOLLOWING TWO PARCELS:

Vallejo Unified School District

All that certain land as shown and so designated on map entitled "Exhibit Map of Record of Survey of the Mare Island Elementary School, Mare Island Naval Shipyard, City of Vallejo, Solano County, California" filed for record on May 15, 2000 in Book 23 of Surveys at Page 97, Records of Solano County, California.

Army Parcel (not recorded)

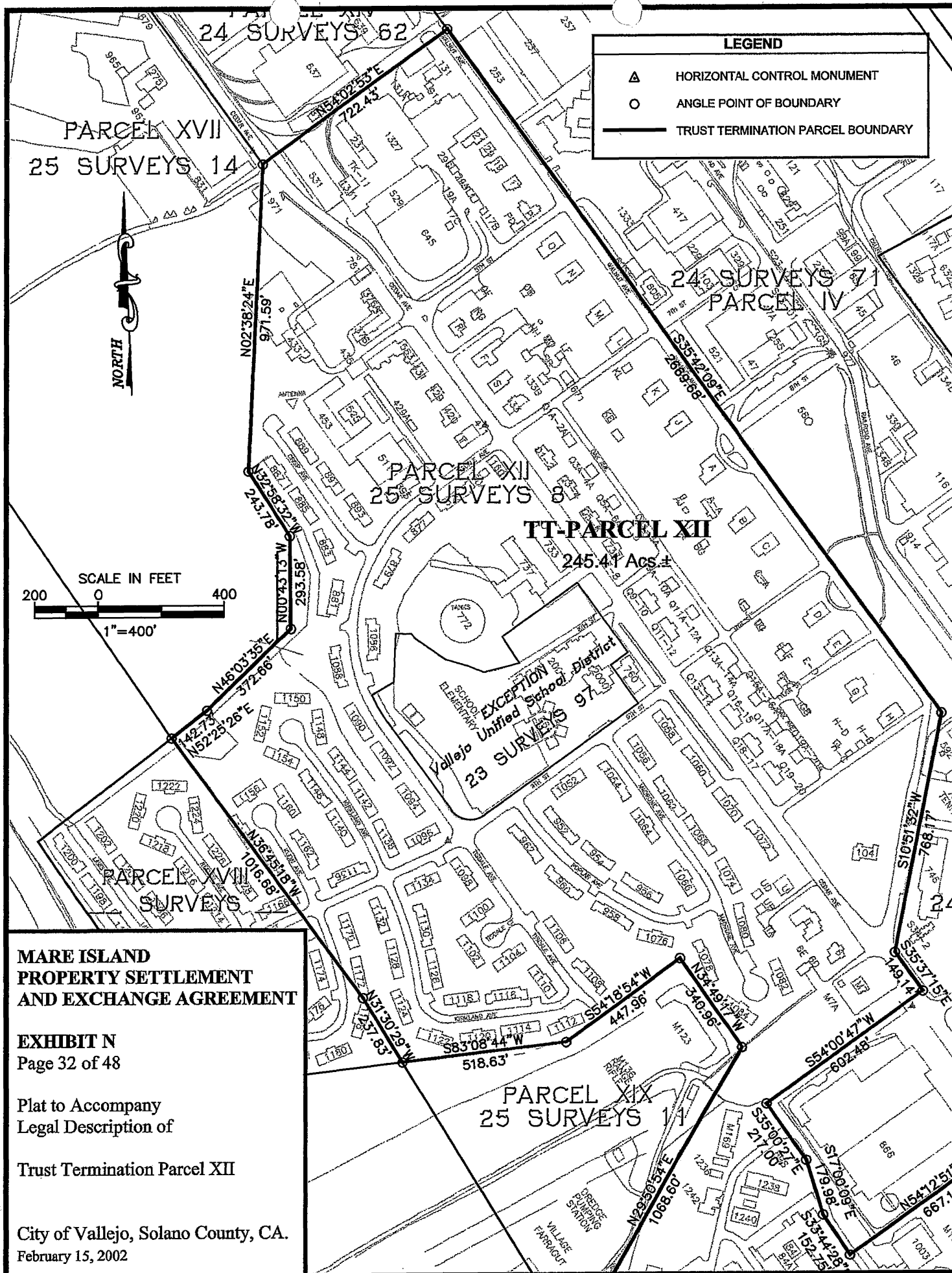
All that certain parcel of land as shown and so designated on map entitled "Record of Survey, In the City of Vallejo, County of Solano, State of California. Said parcel being a Survey of a Portion of the Mare Island Naval Shipyard as shown on Book 21 of Surveys Page 94", said map pending for recordation by Jeffery L. Mays LS 6379 at Records of Solano County, California.

Said parcel contains 245.41 acres more or less; attached plat for reference only.

END OF DESCRIPTION







# LEGEND

- △ HORIZONTAL CONTROL MONUMENT
- ANGLE POINT OF BOUNDARY
- TRUST TERMINATION PARCEL BOUNDARY

NORTH

SCALE IN FEET  
200 0 400  
1"=400'

## MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

### EXHIBIT N

Page 32 of 48

Plat to Accompany  
Legal Description of

Trust Termination Parcel XII

City of Vallejo, Solano County, CA.  
February 15, 2002

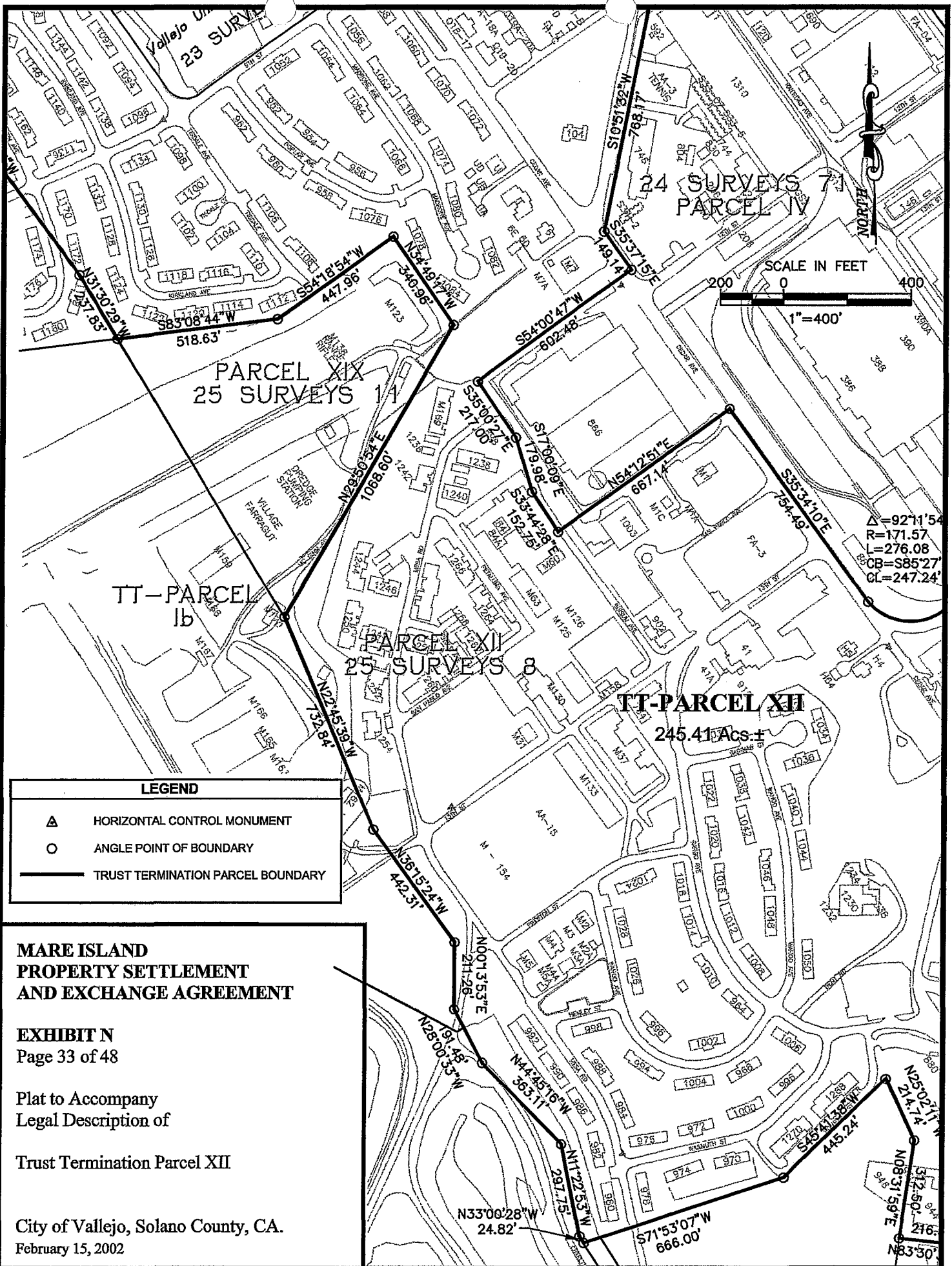




EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL XIV  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

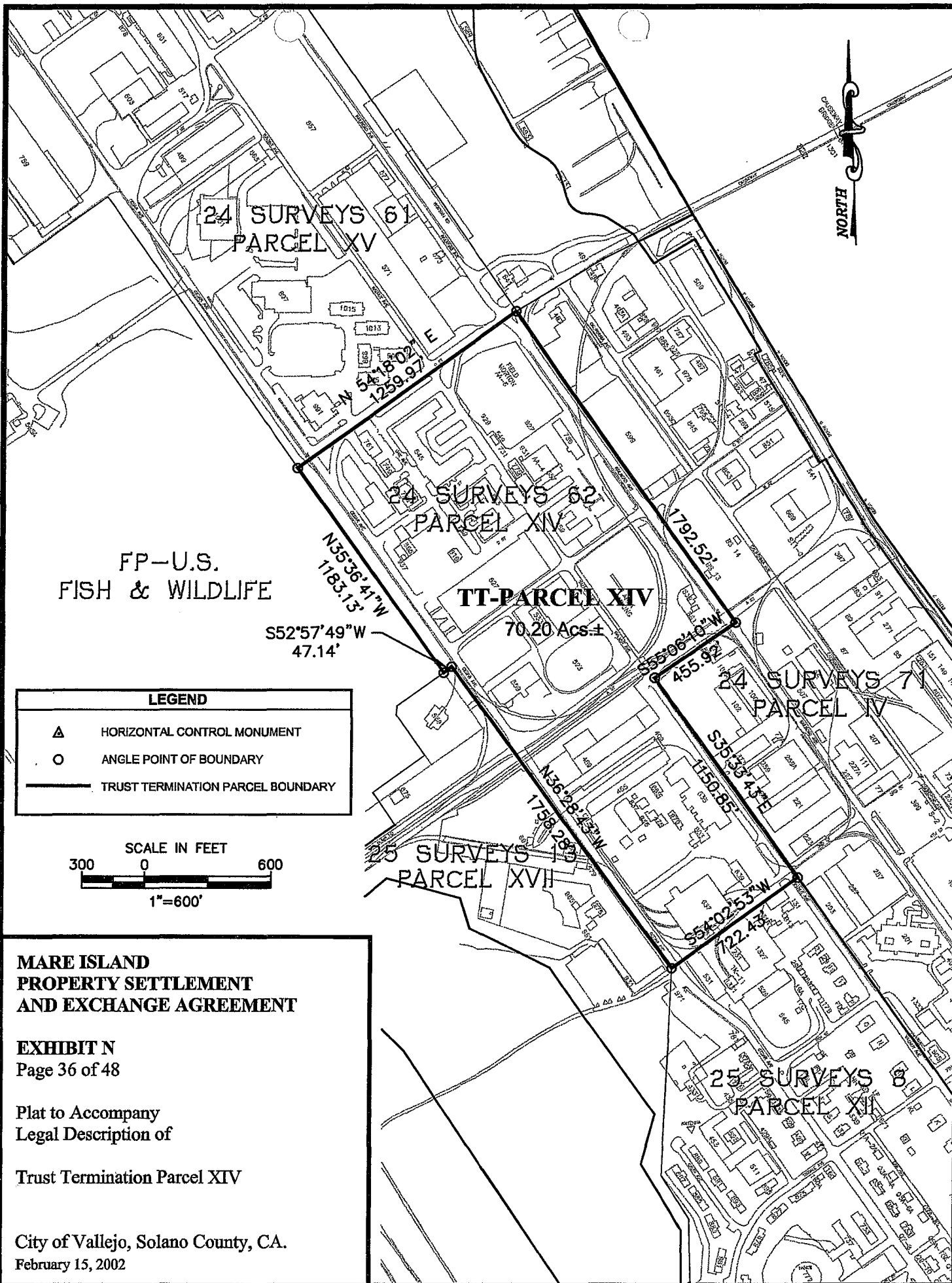
A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and more particularly described as follows:

All of EDC Parcel XIV as shown on that certain map entitled "Record of Survey showing Parcel XIV for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24 Surveys Page 62, Solano County Records, Solano County, State of California.

Said parcel contains 70.20 acres more or less; attached plat for reference only.




END OF DESCRIPTION





FP-U.S.  
FISH & WILDLIFE

**LEGEND**

-  HORIZONTAL CONTROL MONUMENT
-  ANGLE POINT OF BOUNDARY
-  TRUST TERMINATION PARCEL BOUNDARY

SCALE IN FEET  
300 0 600  
1"=600'

**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT N**  
Page 36 of 48

Plat to Accompany  
Legal Description of

Trust Termination Parcel XIV

City of Vallejo, Solano County, CA.  
February 15, 2002

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL XV  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of property being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and more particularly described as follows:

All of EDC Parcel XV as shown on that certain map entitled "Record of Survey showing Parcel XV for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24, Surveys, Page 60, Solano County Records, Solano County, and corrected by a Certificate of Correction filed 3/12/02 at Series Number 2002- 31495, Solano County, State of California.

EXCEPTING THEREFROM

That certain parcel of land described in Exhibit E, Description of Public Trust Parcel XV of the Mare Island Property Settlement and Exchange Agreement, recorded on \_\_\_\_\_ in Book \_\_\_\_\_, Page(s) \_\_\_\_\_, Solano County Records.

Said parcel contains 179.63 acres; attached plat for reference only.

END OF DESCRIPTION



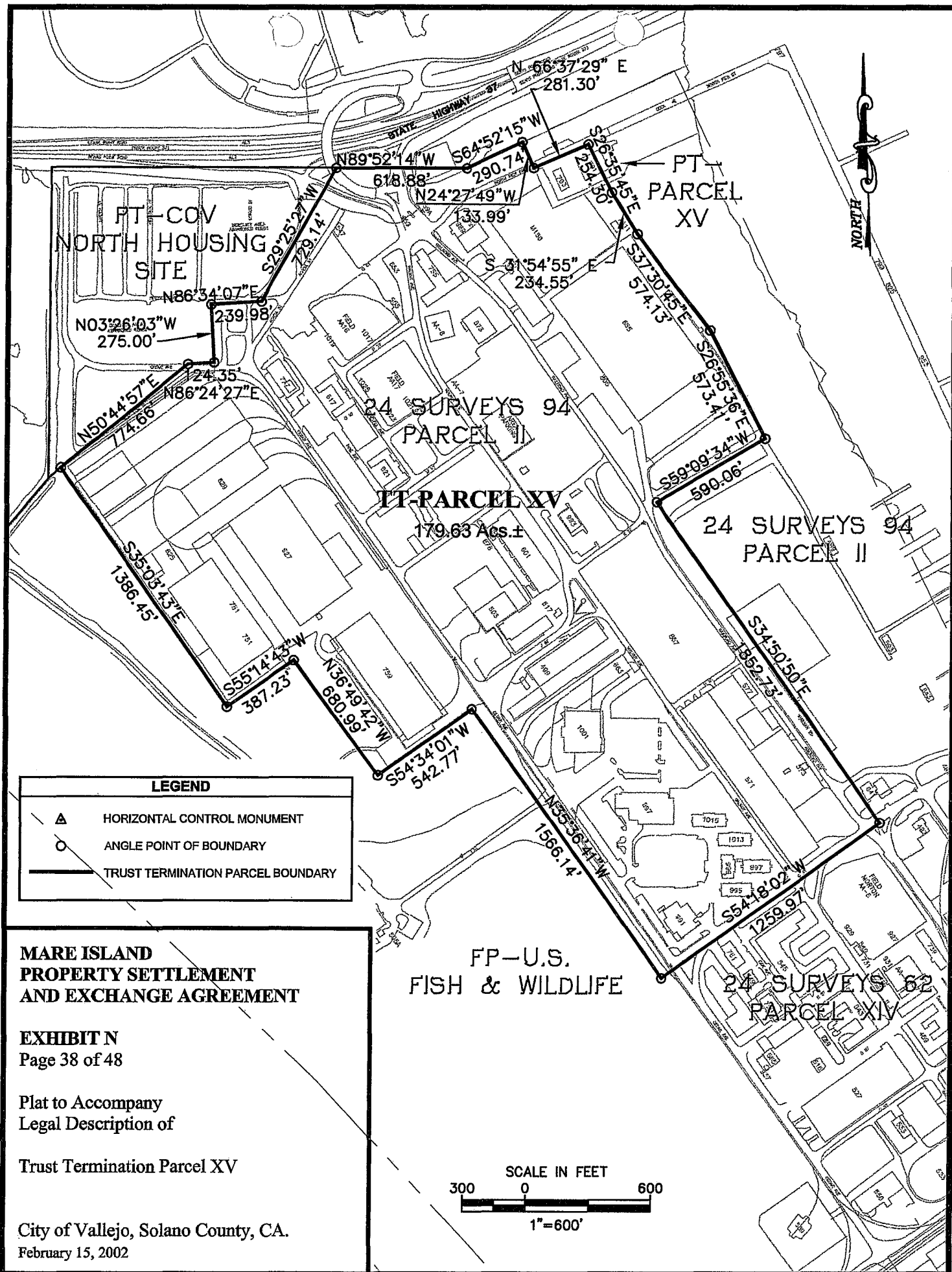


EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL XVII  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and more particularly described as follows:

All of EDC Parcel XVII as shown on that certain map entitled "Record of Survey showing Parcel XVII for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24, Surveys, Page 59, as amended January 24, 2002 in Book 25 Surveys Page 13, Solano County Records, Solano County, State of California.

EXCEPTING THEREFROM

That certain parcel of land described in Exhibit E, Description of Public Trust Parcel XVII of the Mare Island Property Settlement and Exchange Agreement, recorded on \_\_\_\_\_ in Book \_\_\_\_\_, Page(s) \_\_\_\_\_, Solano County Records.

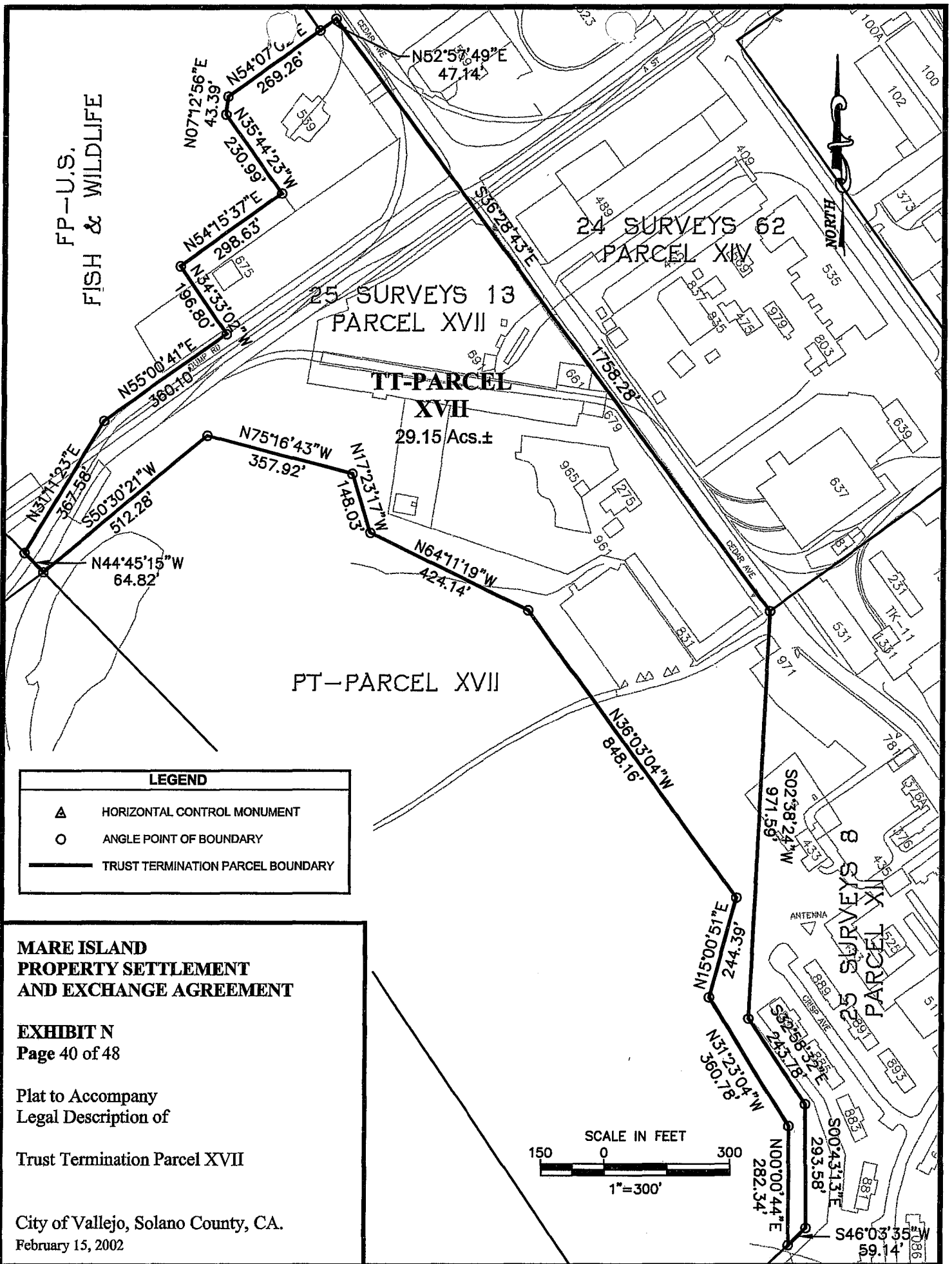
Said parcel contains 29.15 acres, more or less; attached plat for reference only.

END OF DESCRIPTION





FP-U.S.  
FISH & WILDLIFE



#### LEGEND

- △ HORIZONTAL CONTROL MONUMENT
- ANGLE POINT OF BOUNDARY
- TRUST TERMINATION PARCEL BOUNDARY

### MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

#### EXHIBIT N Page 40 of 48

Plat to Accompany  
Legal Description of

Trust Termination Parcel XVII

City of Vallejo, Solano County, CA.  
February 15, 2002

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL XVIII  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and more particularly described as follows:

All of EDC Parcel XVIII as shown on that certain map entitled "Record of Survey showing Parcel XVIII for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24 Surveys Page 58, as amended January 24, 2002 in Book 25, Surveys, Page 12, Solano County Records, Solano County, State of California.

Said parcel contains 13.93 acres; attached plat for reference only.

END OF DESCRIPTION



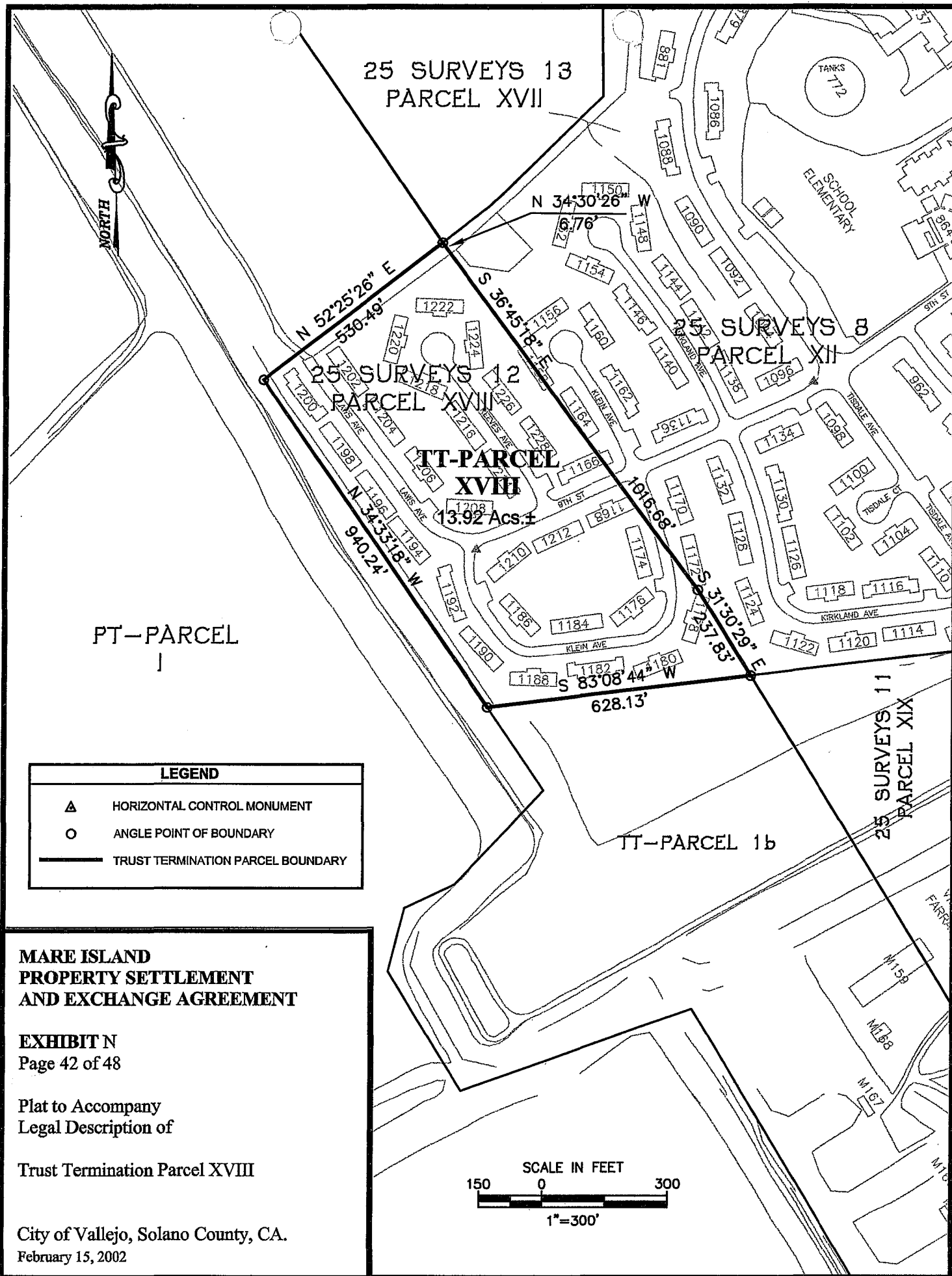


EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL XIX  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

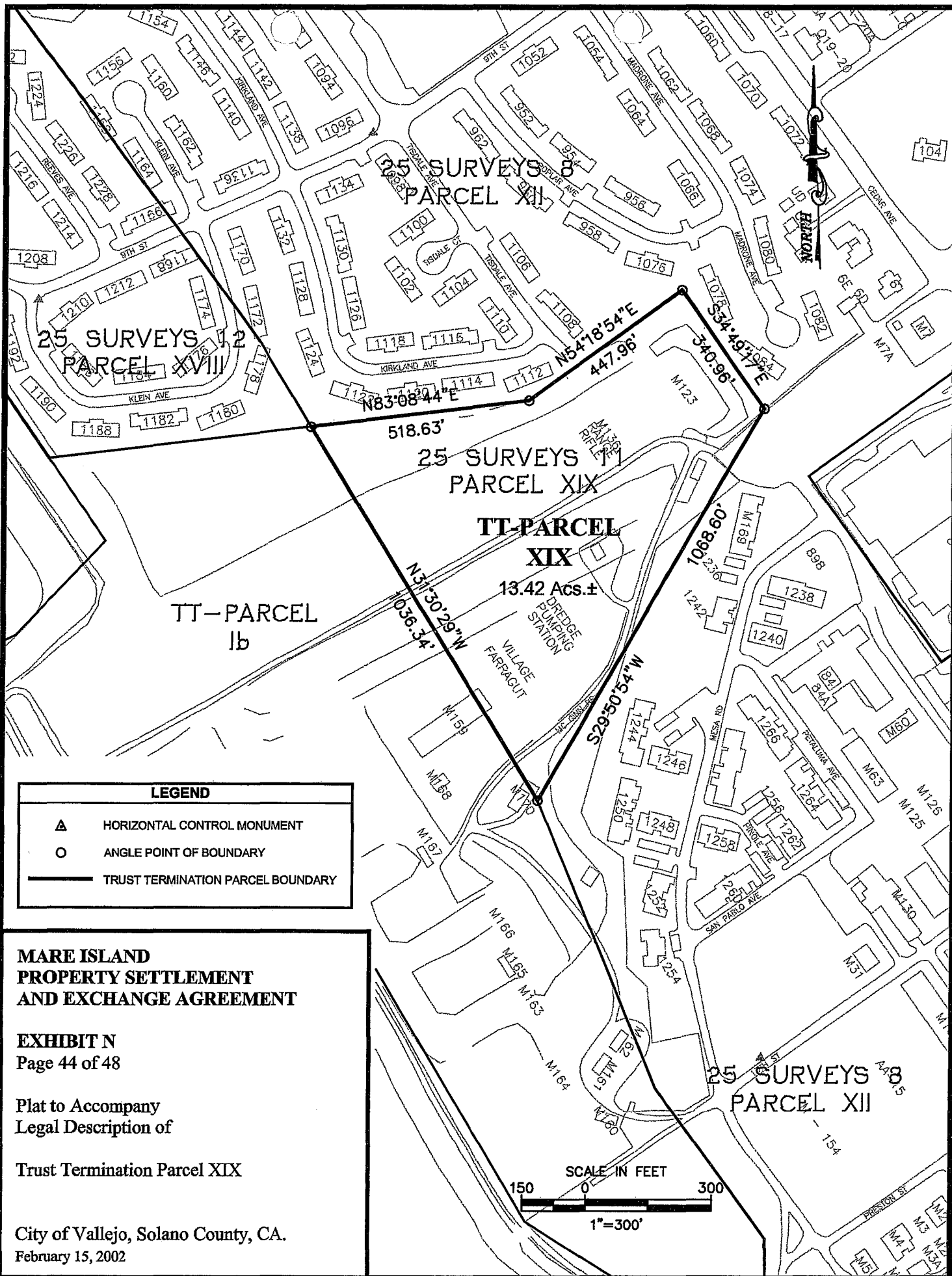
A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and more particularly described as follows:

All of EDC Parcel XIX as shown on that certain map entitled "Record of Survey showing Parcel XIX for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24 Surveys Page 58, as amended January 24, 2002 in Book 25, Surveys, Page 11, Solano County Records, Solano County, State of California.

Said parcel contains 13.42 acres, more or less; attached plat for reference only.

END OF DESCRIPTION





## EXHIBIT N

### DESCRIPTION OF TRUST TERMINATION PARCEL ISLAND ENERGY FOR MARE ISLAND PROPERTY SETTLEMENT & EXCHANGE AGREEMENT

All that real property situate on the Former Mare Island Naval Shipyard, City of Vallejo, County of Solano, State of California. Being a portion of the land shown within the boundary of that parcel shown and so delineated on the map filed for record on August 27, 2001 in Book 24 Surveys Pages 51 to 56, inclusive, County of Solano Official Records, said Map entitled "Record of Survey of the land shown on the Record of Survey filed in Book 21 of Surveys at Page 94 of Solano County Records and Certificate of Correction filed April 26, 2001 at Series Number 2001-00041434", Retracement of Tract 38 of the Joy Survey entitled, "Fractional Township 3 North, Range 4 West", approved by the US Survey General's Office October 24, 1923, accepted November 8, 1923 and filed with the Bureau of Land Management, Mount Diablo Base and Meridian, County of Solano, State of California, said portion being more particularly described as follows:

**Beginning** at a point with CCS83 Zone II (NAD 83) Coordinates of N1792458.23 feet, E6487998.34 feet lying South 05° 35' 49" East, 2621.50 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with NAD 83 Zone II Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys at Page 51, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 35°54'10" West 17,225.54 feet,

Thence from said **Point of Beginning**;

- 1) North 35°47'16" West, a distance of 521.90 feet;
- 2) Thence South 54°27'18" West, a distance of 206.48 feet to a shared point on Parcel VI as shown on that Record of Survey recorded in Book 24 Surveys Page 69 and EDC Parcel VII as shown on that Record of Survey recorded in Book 25 Surveys Page 14 , Solano County Records;
- 3) Thence along and leaving the shared line of said EDC Parcel VI and said EDC Parcel VII, and along a portion of a line of EDC Parcel V as shown on that Record of Survey recorded in Book 24 Surveys Page 70 and a portion of a line of EDC Parcel XII as shown on that Record of Survey recorded in Book 25 Surveys Page 8 , Solano County Records, North

EXHIBIT N

DESCRIPTION OF TRUST TERMINATION PARCEL ISLAND ENERGY  
FOR  
MARE ISLAND PROPERTY SETTLEMENT & EXCHANGE AGREEMENT

35°13'20" West, a distance of 168.46 feet;

- 4) Thence leaving the shared line of said EDC Parcel V and said EDC Parcel XII and proceeding North 26°09'54" East, a distance of 300.03 feet;
- 5) Thence South 78°30'53" East, a distance of 39.88 feet;
- 6) Thence South 35°59'37" East, a distance of 281.48 feet;
- 7) Thence South 54°27'18" West, a distance of 68.05 feet;
- 8) Thence South 35°47'16" East, a distance of 524.63 feet;
- 9) Thence South 62°13'52" West, a distance of 20.20 feet to the **Point of Beginning**.

Said parcel contains 1.89 acres, more or less; attached plat for reference only.

BASIS OF BEARING: The bearing of N35°54'10"W between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of bearing for this legal description and is the California Coordinate System 1983 (CCS83) Zone II (NAD 83).

EXHIBIT N

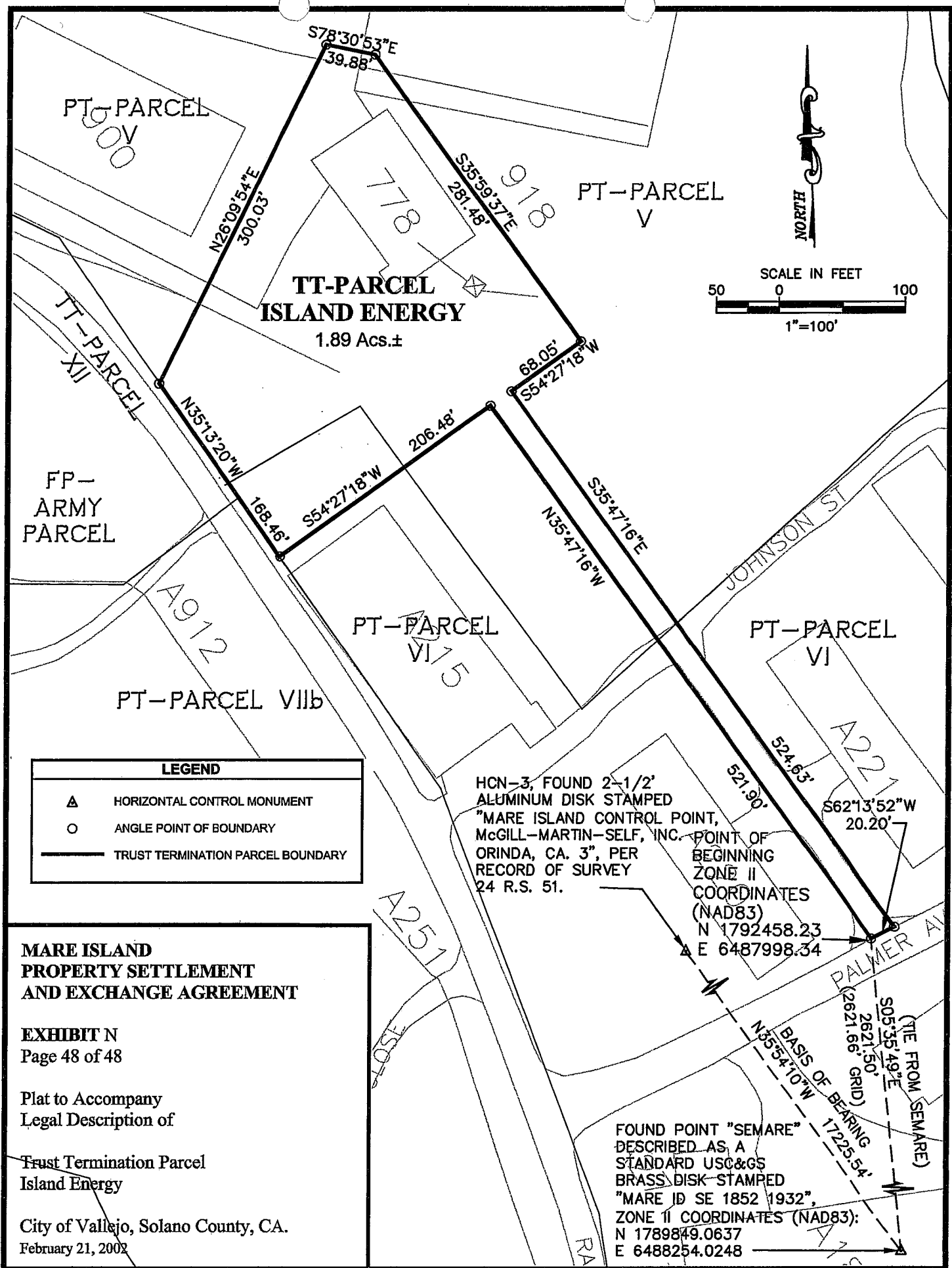
DESCRIPTION OF TRUST TERMINATION PARCEL ISLAND ENERGY  
FOR  
MARE ISLAND PROPERTY SETTLEMENT & EXCHANGE AGREEMENT

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043

END OF DESCRIPTION







**EXHIBIT O**

**FORM OF STATE PATENT AND TRUST TERMINATION**

Recorded at the Request of and  
When Recorded Mail to:

State Lands Commission  
100 Howe Avenue  
Suite 100 South  
Sacramento, CA 95825-8202  
ATTN: Blake Stevenson

STATE OF CALIFORNIA  
OFFICIAL BUSINESS:  
Document entitled to free  
Recordation Pursuant to  
Government Code Section 27383  
NO TAX DUE

---

**STATE OF CALIFORNIA  
PATENT AND TRUST TERMINATION**

WHEREAS, the City of Vallejo ("City") and the State of California, acting by and through the State Lands Commission ("State"), have entered the Mare Island Property Settlement and Exchange Agreement ("Settlement Agreement"), which settles a title and boundary dispute between them with respect to certain lands in the City of Vallejo, County of Solano, State of California; and

WHEREAS, the City, through Resolution No. 02-43 N.C. adopted by the City Council of the City of Vallejo on January 29, 2002, and the State, by its Calendar Item No. 36 duly adopted at its regular public meeting on June 27, 2000, and as amended by its Calendar Item No. 68, duly adopted at its regular public meeting on September 17, 2001, all after notice pursuant to the requirements of law, approved the Settlement Agreement. The Settlement Agreement has been recorded as Instrument No. \_\_\_\_\_ in the Official Records of the County of Solano on \_\_\_\_\_, 2002. This Patent is issued pursuant to the terms of the Settlement Agreement; and

WHEREAS, pursuant to the Settlement Agreement the City has conveyed and will convey certain lands and interests therein to the State so that the State may impose the public trust for the purposes of commerce, navigation, and fisheries.

NOW THEREFORE, the State remises, releases, assigns, transfers and forever quitclaims to the City any and all right, title, and interest held by the State by virtue of its sovereign trust title to tide and submerged lands in and to the real property described in Exhibit 1 attached hereto. The State Lands Commission has found and declared that the above-described real property has been reclaimed and removed from the public channels and is no longer available for use or susceptible of being used for public trust purposes and is no longer in fact tide or submerged lands. The real property described in Exhibit 1 is hereby forever free of the public trust for commerce, navigation, fisheries, water-oriented recreation, and preservation of the land in its natural state.

EXCEPTING from this conveyance and reserving to the State of California, [description of any public pedestrian and vehicular access deeded to State through Paragraph 19 of the Settlement Agreement].

This Patent shall become effective upon its recordation in the Official Records of the County Recorder of Solano County.

IN TESTIMONY WHEREOF, I, GRAY DAVIS, Governor of the State of California, have caused these Letters to be made Patent, and the seal of the State of California to be hereunto affixed. Given under my hand at the City of Sacramento, this, the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord two thousand and two.

---

GRAY DAVIS  
Governor of State

Attest:

---

BILL JONES  
Secretary of State

Countersigned:

---

PAUL D. THAYER  
Executive Officer  
State Lands Commission

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Patent dated \_\_\_\_\_, 2002 from the State of California to the City of Vallejo, is hereby accepted by the undersigned officer or agent on behalf of the City pursuant to authority vested in the undersigned officer or agent by local ordinance.

Dated \_\_\_\_\_, 2002

CITY OF VALLEJO, a municipal corporation  
of the State of California

By: \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2002 before me, \_\_\_\_\_,  
\_\_\_\_\_, personally appeared \_\_\_\_\_,  
personally known to me to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person or entity on behalf of which the  
person acted executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

**EXHIBIT P**

**FORM OF STATE PATENT AND TRUST TERMINATION  
FOR TRUST TERMINATION PARCEL IV**

Recorded at the Request of and  
When Recorded Mail to:

State Lands Commission  
100 Howe Avenue  
Suite 100 South  
Sacramento, CA 95825-8202  
ATTN: Blake Stevenson

STATE OF CALIFORNIA  
OFFICIAL BUSINESS:  
Document entitled to free  
Recordation Pursuant to  
Government Code Section 27383  
NO TAX DUE

---

**STATE OF CALIFORNIA  
PATENT AND TRUST TERMINATION**

WHEREAS, the City of Vallejo ("City") and the State of California, acting by and through the State Lands Commission ("State"), have entered the Mare Island Property Settlement and Exchange Agreement ("Settlement Agreement"), which settles a title and boundary dispute between them with respect to certain lands in the City of Vallejo, County of Solano, State of California; and

WHEREAS, the City, through Resolution No. 02-43 N.C. adopted by the City Council of the City of Vallejo on January 29, 2002, and the State, by its Calendar Item No. 36, duly adopted at its regular public meeting on June 27, 2000, and as amended by its Calendar Item No. 68, duly adopted at its regular public meeting on September 17, 2001, all after notice pursuant to the requirements of law, approved the Settlement Agreement. The Settlement Agreement has been recorded as Instrument No. \_\_\_\_\_ in the Official Records of the County of Solano on \_\_\_\_\_, 2002. This Patent is issued pursuant to the terms of the Settlement Agreement; and

WHEREAS, pursuant to the Settlement Agreement the City has conveyed and will convey certain lands and interests therein to the State so that the State may impose the public trust for the purposes of commerce, navigation, and fisheries.

NOW THEREFORE, the State remises, releases, assigns, transfers and forever quitclaims to the City any and all right, title and interest held by the State by virtue of its sovereign trust title to tide and submerged lands in and to the real property described in Exhibit 1 attached hereto. The State Lands Commission has found and declared that the above-described real property has been reclaimed and removed from the public channels and is no longer available for use or susceptible of being used for public trust purposes and is no longer in fact tide or submerged lands. The real property described in Exhibit 1 is hereby forever free of the public trust for commerce, navigation, fisheries, water-oriented recreation, and preservation of the land in its natural state.

EXCEPTING from this conveyance and reserving to the State of California, those easements previously granted to the State entitled the Industrial Easement recorded as Instrument No. \_\_\_\_\_ in the Official Records of the County of Solano on \_\_\_\_\_, 2002, and the Public Trust Easement recorded as Instrument No. \_\_\_\_\_ in the Official Records of the County of Solano on \_\_\_\_\_, 2002. The State further reserves from this conveyance [Description of any public pedestrian and vehicular access deeded to State through Paragraph 19 of the Settlement Agreement].

This Patent shall become effective upon its recordation in the Official Records of the County Recorder of Solano County.

IN TESTIMONY WHEREOF, I, GRAY DAVIS, Governor of the State of California, have caused these Letters to be made Patent, and the seal of the State of California to be hereunto affixed. Given under my hand at the City of Sacramento, this, the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord two thousand and two.

---

GRAY DAVIS  
Governor of State

Attest:

---

BILL JONES  
Secretary of State

Countersigned:

---

PAUL D. THAYER  
Executive Officer  
State Lands Commission

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Patent dated \_\_\_\_\_ from the State of California to the City of Vallejo, is hereby accepted by the undersigned officer or agent on behalf of the City pursuant to authority vested in the undersigned officer or agent by local ordinance.

Dated \_\_\_\_\_

CITY OF VALLEJO, a municipal corporation  
of the State of California

By: \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
\_\_\_\_\_, personally appeared \_\_\_\_\_,  
personally known to me to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person or entity on behalf of which the  
person acted executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

**EXHIBIT Q**  
**LEGAL DESCRIPTION OF GAP LANDS**  
**FOR**  
**MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT**

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

EETP PARCEL XVIII

COMMENCING at National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on Record of Survey as filed in Book 21 Surveys at Page 94, Solano County records, thence North 44° 14' 18" West 9,466.04 feet to a point on the boundary of Tract 38 as shown on said Record of Survey, said point having California Coordinate System 1983, Zone 2 coordinates of N = 1,796,630.96 feet and E = 6,481,650.10 feet and the POINT OF BEGINNING; thence leaving said Tract 38 the following courses:

- 1) South 52° 25' 26" West 530.51 feet;
- 2) South 34° 33' 18" East 1,226.65 feet;
- 3) North 63° 45' 06" East 558.02 feet to a point on said Tract 38 boundary; thence along said boundary the following courses:
  - 4) North 31° 30' 29" West 312.91 feet;
  - 5) North 36° 45' 18" West 1,016.75 feet;
  - 6) North 34° 30' 26" West 6.76 feet to the point of beginning



PARCEL IE

COMMENCING at said National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on said Record of Survey as filed in Book 21 Surveys at Page 94, Solano County records, thence North 47° 16' 59" West 7,329.52 feet to the boundary of Tract 38 as shown on said Record of Survey, said point having California Coordinate System 1983, Zone 2 coordinates of N = 1,794,821.24 feet and E = 6,482,868.92 feet and the POINT OF BEGINNING and the beginning of a curve from which the radius point bears South 40° 35' 30" East from said point of beginning said curve concave to the southeast having a radius of 398.00 feet and a central angle of 22° 58' 33"; thence leaving said Tract 38 the following courses:

- 1) Southwesterly on the arc of said curve 159.60 feet;
- 2) South 26° 25' 57" West 52.81 feet;
- 3) South 63° 34' 03" East 15.82 feet to a point on a curve from which the radius point bears South 31° 25' 20" East said curve concave to the southeast having a radius of 36.00 feet and a central angle of 54° 00' 41";
- 4) Easterly on the arc of said curve 33.94 feet to a compound curve concave to the southwest having a radius of 433.00 feet and a central angle of 22° 03' 18";
- 5) Southeasterly on the arc of said curve 166.67 feet to a compound curve concave to the southwest having a radius of 838.00 feet and a central angle of 12° 34' 42";
- 6) Southeasterly on the arc of said curve 183.97 feet to a compound curve concave to the West having a radius of 203.00 feet and a central angle of 30° 18' 21";
- 7) thence southerly on the arc of said curve 107.37 feet;
- 8) South 02° 28' 19" East 89.82 feet
- 9) South 37° 17' 43" West 139.74 feet
- 10) South 07° 09' 43" West 53.79 feet;
- 11) South 47° 28' 04" East 69.61 feet;
- 12) South 71° 59' 57" East 118.11 feet;
- 13) South 88° 08' 34" East 114.75 feet to said Tract 38; thence along said boundary the following courses:
- 14) North 36° 15' 24" West 100.62 feet;
- 15) North 22° 45' 39" West 732.89 feet;
- 16) North 31° 30' 29" West 113.62 feet to the point of beginning

PARCEL IF

COMMENCING at said National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on said Record of Survey as filed in Book 21 Surveys at Page 94, Solano County records, thence North 51° 12' 23" West 6,133.60 feet to the boundary of Tract 38 as shown on said Record of Survey, said point having California Coordinate System 1983, Zone 2 coordinates of N = 1,793,691.86 feet and E = 6,483,473.44 feet and the POINT OF BEGINNING; thence along said Tract 38 the following courses:

- 1) South 00° 13' 53" West 211.28 feet;
- 2) South 28° 00' 33" East 65.73 feet; thence leaving said Tract 38 the following courses:
  - 3) South 58° 33' 36" West 24.71 feet;
  - 4) North 62° 19' 18" West 440.70 feet;
  - 5) North 58° 02' 45" West 169.42 feet;
  - 6) North 55° 57' 40" East 416.53 feet to said Tract 38; thence along said boundary
  - 7) South 36° 15' 24" East 304.24 feet to the point of beginning.

This description is based on California Coordinate System 1983, Zone 2. All distances are grid and in feet.

**END OF DESCRIPTION**



LINE TABLE		
LINE	LENGTH	BEARING
L1	24.71	S58°33'36"W
L2	440.70	N62°19'18"W
L3	169.42	N58°02'45"W
L4	416.53	N55°57'40"E
L5	304.24	S36°15'24"E
L6	211.28	S00°13'53"W
L7	65.73	S28°00'33"E
L8	732.89	N22°45'39"W
L9	113.62	N31°30'29"W
L10	52.81	S26°25'57"W
L11	15.82	S63°34'03"E
L12	89.82	S02°28'19"E
L13	139.74	S37°17'43"W
L14	53.79	S07°09'43"W
L15	69.61	S47°28'04"E
L16	118.11	S71°59'57"E
L17	114.75	S88°08'34"E
L18	100.62	N36°15'24"W



CURVE TABLE			
CURVE	LENGTH	RADIUS	Delta
C1	159.60	398.00	22°58'33"
C2	33.94	36.00	54°00'41"
C3	166.67	433.00	22°03'18"
C4	183.97	838.00	12°34'42"
C5	107.37	203.00	30°18'21"

**EETP  
PARCEL IF**  
3.211 acres

**EETP  
PARCEL IE**  
1.860 acres

**EXCEPTION  
PARCEL 2**

**EASTERN EARLY  
TRANSFER PARCEL**

**EETP  
PARCEL XVIII**  
16.233 acres

**PROPOSED  
EDC PARCEL XIX**

**PROPOSED  
EDC PARCEL XII**

**GLO TRACT 38**

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

**EXHIBIT Q**

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

WO 25116

Page 4 of 4

Date 1/17/02  
Date 2/13/02 rev

*Plat of  
Gap Lands  
Mare Island - Vallejo CA*

**CALIFORNIA STATE  
LANDS COMMISSION**



**EXHIBIT R**

**FORM OF STATE QUITCLAIM OF GAP LANDS**

Recorded at the Request of and  
When Recorded Mail to:

State Lands Commission  
100 Howe Avenue  
Suite 100 South  
Sacramento, CA 95825-8202  
ATTN: Blake Stevenson

STATE OF CALIFORNIA  
OFFICIAL BUSINESS:  
Document entitled to free  
Recordation Pursuant to  
Government Code Section 27383  
NO TAX DUE

---

**STATE OF CALIFORNIA  
QUITCLAIM OF GAP LANDS**

WHEREAS, the City of Vallejo ("City") and the State of California, acting by and through the State Lands Commission ("State"), have entered the Mare Island Property Settlement and Exchange Agreement ("Settlement Agreement"), which settles a title and boundary dispute between them with respect to certain lands in the City of Vallejo, County of Solano, State of California; and

WHEREAS, the State, by its Calendar Item No. 36, duly adopted at its regular public meeting on June 27, 2000, and as amended by its Calendar Item No. 68, duly adopted at its regular public meeting on September 17, 2001, all after notice pursuant to the requirements of law, approved the Settlement Agreement. The Settlement Agreement has been recorded as Instrument No. \_\_\_\_\_ in the Official Records of the County of Solano on \_\_\_\_\_, 2002. This quitclaim is issued pursuant to the terms of the Settlement Agreement.

NOW THEREFORE, the State remises, releases, and forever quitclaims to the City, any interest (including any reversionary rights) the State possesses or owns in that real

property described in Exhibit 1 attached hereto and referred to in the Settlement Agreement as the "Gap Lands."

This Quitclaim shall become effective upon its recordation in the Official Records of the County Recorder of Solano County.

IN TESTIMONY WHEREOF, I, GRAY DAVIS,  
Governor of the State of California, have caused these  
Letters to be made Patent, and the seal of the State of  
California to be hereunto affixed. Given under my hand at  
the City of Sacramento, this, the \_\_\_\_\_ day of  
\_\_\_\_\_, in the year of our Lord two  
thousand and two.

---

GRAY DAVIS  
Governor of State

Attest:

---

BILL JONES  
Secretary of State

Countersigned:

---

PAUL D. THAYER  
Executive Officer  
State Lands Commission

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim dated \_\_\_\_\_, 2002 from the State of California to the City of Vallejo, is hereby accepted by the undersigned officer or agent on behalf of the City pursuant to authority vested in the undersigned officer or agent by local ordinance.

Dated \_\_\_\_\_, 2002

CITY OF VALLEJO, a municipal corporation  
of the State of California

By: \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2002 before me, \_\_\_\_\_,  
\_\_\_\_\_, personally appeared \_\_\_\_\_,  
personally known to me to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person or entity on behalf of which the  
person acted executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

MIXED-USE  
Office / R&D - Light Industrial

HISTORIC CORE

INDUSTRIAL

EDUCATIONAL / CIVIC

RETAIL

RESIDENTIAL  
High Density (<2500 SF/DU)

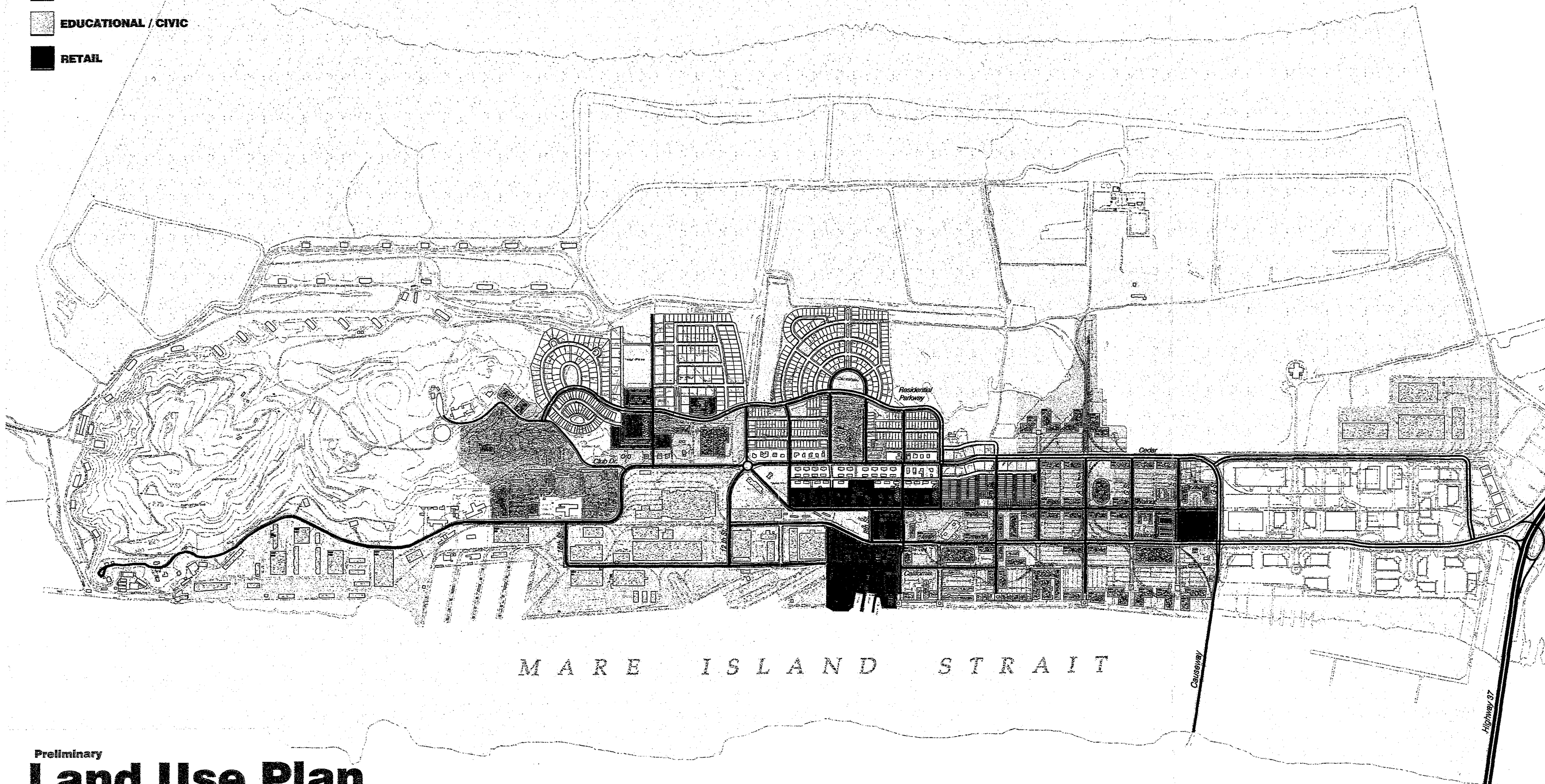
RESIDENTIAL  
Medium Density (2500-5000 SF/DU)

RESIDENTIAL  
Low Density (>5000 SF/DU)

PARKS

GOLF COURSE

STATE LANDS



Preliminary

# Land Use Plan

Lennar Mare Island

5.23.00 SWA Group

0 400 800 1200 1600 2000 2400 2800



Exhibit 5

## EXHIBIT T

### FORM OF CONVEYANCE INSTRUMENT

WHEREAS, the City of Vallejo ("City") and the State of California, acting by and through the State Lands Commission ("State"), approved the Mare Island Property Settlement and Exchange Agreement ("Settlement Agreement"). The Settlement Agreement, recorded as Instrument No. \_\_\_\_\_ in the Official Records of the County of Solano on \_\_\_\_\_, 2002, was entered by the State, City and, for the limited purposes of agreeing to be bound by the restrictions on transfer and obligations under Paragraph 15 of the Settlement Agreement, Lennar Mare Island, LLC, a California limited liability company ("Lennar"); and

WHEREAS, Paragraphs 15(a)(v) and 15(b) of the Settlement Agreement outline certain restrictions and obligations on Lennar's transfer of title or conveyance of a lesser interest in any portion of Trust Termination Parcel IV, as such parcel is described in the Settlement Agreement. Said restrictions and obligations include a waiver of any claims or defenses such as estoppel, waiver, and laches to the State's asserted sovereign land claims to the extent such claims or defenses are based upon actions by Lennar or Lennar's grantee and a recognition of the State's asserted public trust claims as those claims are reflected in the Settlement Agreement; and

WHEREAS, the State shall release those sovereign land claims to Trust Termination Parcel IV upon recordation of the deed to Public Trust Parcel IV to the State, all as required by the Settlement Agreement.

NOW THEREFORE, Lennar, a limited liability company of California, does hereby grant to \_\_\_\_\_ the rights described in Exhibit 1 attached hereto in that real property located in the City of Vallejo, County of Solano, State of California described in Exhibit 2 attached hereto, all subject to the terms and restrictions embodied in the Settlement Agreement and recognizing the State's sovereign claims in the real property now conveyed. Until the State issues a patent and trust termination for the real property described in Exhibit 2, this real property is subject to the State's sovereign land claims as they are reflected in the Settlement Agreement. Lennar's grantee, by accepting this conveyance of interest in the real property described in Exhibit 2, waives any claims or

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\\ \\ \\

\\ \\ \\

\\ \\ \\



defenses such as estoppel, waiver, and laches to the State's asserted sovereign land claims to the extent such claims or defenses are based upon actions taken by Lennar or Lennar's grantee to improve the property described in Exhibit 2.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

LENNAR MARE ISLAND, LLC, a limited  
liability company of the State of California

---

EXHIBIT U

FORM OF LENNAR DEED TO STATE  
FOR PUBLIC TRUST PARCEL IV

Recorded at the Request of and  
When Recorded Mail to:

State Lands Commission  
100 Howe Avenue  
Suite 100 South  
Sacramento, CA 95825-8202  
ATTN: Blake Stevenson

STATE OF CALIFORNIA  
OFFICIAL BUSINESS:  
Document entitled to free  
Recordation Pursuant to  
Government Code Section 27383  
NO TAX DUE

---

LENNAR MARE ISLAND LLC GRANT DEED  
TO STATE OF CALIFORNIA

WHEREAS, the City of Vallejo ("City") and the State of California, acting by and through the State Lands Commission ("State"), have entered the Mare Island Property Settlement and Exchange Agreement ("Settlement Agreement"), which settles a title and boundary dispute between them with respect to certain lands in the City of Vallejo, County of Solano, State of California; and

WHEREAS, the City, through Resolution No. 02-43 N.C. adopted by the City Council of the City of Vallejo on January 29, 2002, and the State, by its Calendar Item No. 36, duly adopted at its regular public meeting on June 27, 2000, and as amended by its Calendar Item No. 68, duly adopted at its regular public meeting on September 17, 2001, all after notice pursuant to the requirements of law, approved the Settlement Agreement entered between the State, City and, for the limited purposes of agreeing to be bound by the restrictions on transfer and its obligations under Paragraph 15 of the Settlement Agreement, Lennar Mare Island, LLC, a California limited liability company ("Lennar"). The Settlement Agreement has been recorded as Instrument No. \_\_\_\_\_ in the Official Records of the County of Solano on \_\_\_\_\_, 2002. This grant deed is issued pursuant to the terms of Paragraph 15(d) of the Settlement Agreement.

NOW THEREFORE, Lennar Mare Island, a limited liability company of California, does hereby forever grant to the State all of the right, title and interest of Lennar Mare Island in the real property located in the County of Solano described in Exhibit 1 attached hereto.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

LENNAR MARE ISLAND, LLC, a limited  
liability company of the State of California

---

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2002 before me, \_\_\_\_\_  
\_\_\_\_\_, personally appeared \_\_\_\_\_,  
personally known to me to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person or entity on behalf of which the  
person acted executed the instrument.

WITNESS my hand and official seal.

---

SIGNATURE OF NOTARY

# PLAT OF ALTERNATIVE ACCESS

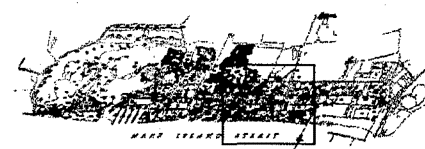
## LEGEND

— Alternative Access  
to SLC Property.

Access shall be subject to  
the Provisions contained in  
Section 15(f) of this  
Agreement.

Width of Access to and  
along waterfront shall  
primarily be 20' wide and  
no less than 15' wide,  
except where preexisting  
structures or improvements  
physically require a more  
narrow width of access

## INDEX



## GRAPHIC SCALE



( IN FEET )  
1 inch = 700 ft.

MAP SOURCE: MIRS 1986 Aerial Photography

February 15, 2002

T:\projects\10\submittals\10000.dwg

## EXHIBIT V ALTERNATIVE ACCESS

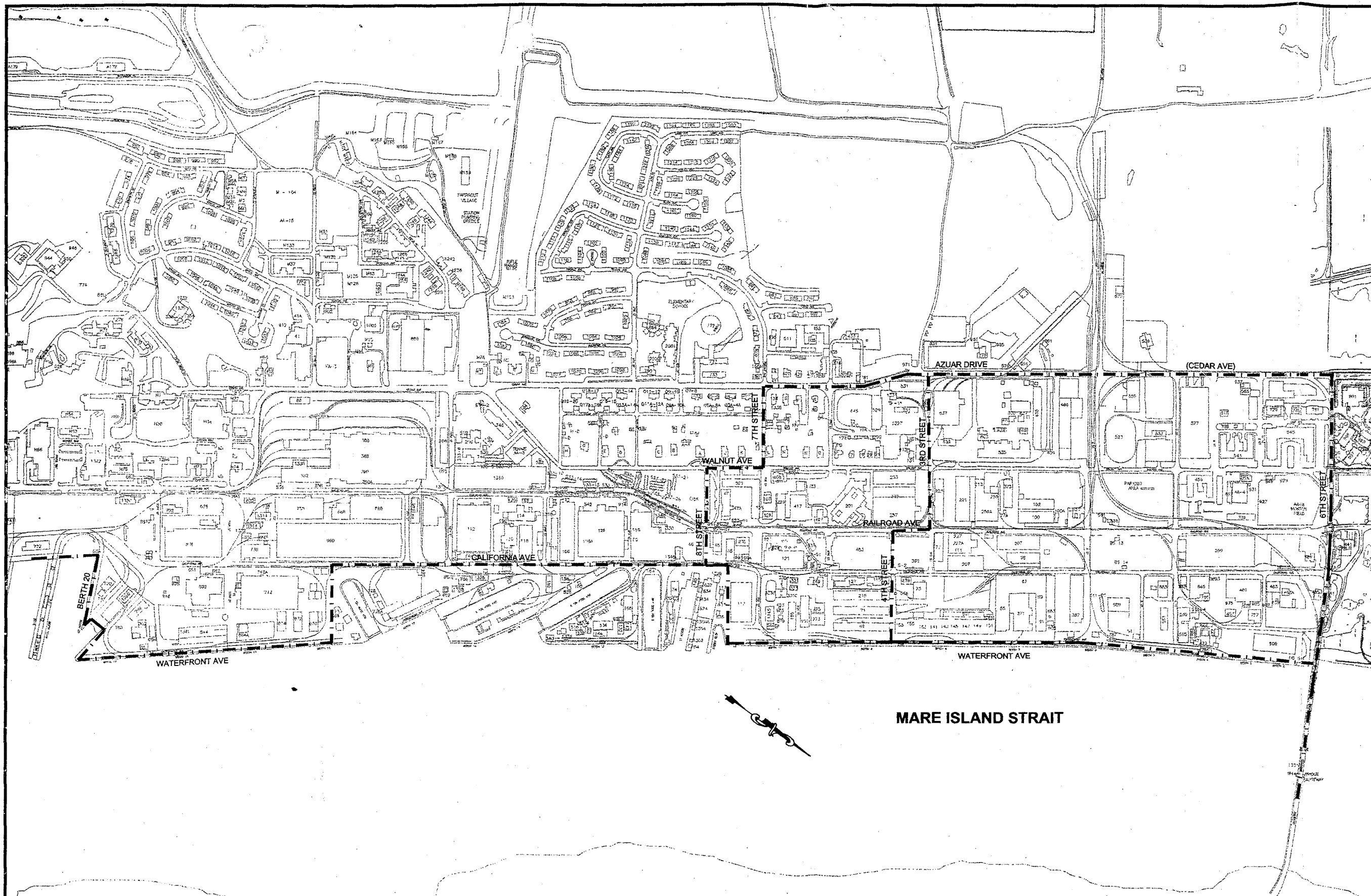


EXHIBIT W  
DESCRIPTION OF  
INACTIVE DREDGE PONDS  
MARE ISLAND PROPERTY  
SETTLEMENT AND EXCHANGE AGREEMENT

The following described tract of land is located in the City of Vallejo, Solano County, California and situated on the Southwestern side of Mare Island within the 'Western Early Transfer Parcel', being a portion of the tidelands and submerged lands of the area commonly known as Mare Island Naval Shipyard, conveyed to the United States of America for Military Purposes by the State of California by an Act approved March 9, 1897 in Chapter 81, Statutes of 1897 and an Act approved July 13, 1963 in Chapter 1452, Statutes of 1963, said tract being more particularly described as follows;

The bearings and distances herein are based on the California State Plane Coordinate System NAD 83, Zone 2.

Monuments marked "L.S. 4995", cited herein, are described on a Record of Survey filed with Solano County in Book 23 of Surveys at Page 21.

T. 3 N., R. 4 W., Mt. Diablo Meridian

Commencing at National Geodetic Survey Triangulation Station "Mare Island SE Reset" having California Coordinate System 1983, Zone 2, epoch 1986 coordinates of North 1,789,849.06 and East 6,488,254.02 feet. Thence South 28° 18' 36" West a distance of 3416.77 feet to a point on the western side of Exception Parcel 5 (IR05 AREA) of Western Early Transfer Parcel, said point being a monument marked "2536, L.S. 4995, 1998" and the Point of Beginning of the herein described parcel,

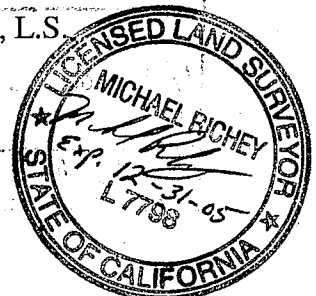
thence along said Parcel 5 the following three courses,

North 07° 56' 47" West a distance of 207.89 feet to an angle point of said Parcel 5, a monument marked "2535, L.S. 4995, 1998",

South 85° 55' 04" West a distance of 511.61 feet to an angle point of said Parcel 5, a monument marked "2534, L.S. 4995, 1998",

North 21° 11' 33" West a distance of 960.92 feet to a monument marked "2533, L.S. 4995, 1998",

thence North 24° 03' 53" West a distance of 803.21 feet to a monument marked "2532, L.S.



4995, 1998",

thence North  $18^{\circ} 45' 40''$  West a distance of 339.50 feet to a monument marked "2531, L.S. 4995, 1998",

thence North  $10^{\circ} 42' 03''$  West a distance of 164.94 feet to a monument marked "2537, L.S. 4495, 1998",

thence North  $36^{\circ} 34' 47''$  East a distance of 88.45 feet to a monument marked "2530, L.S. 4995, 1998",

thence North  $53^{\circ} 46' 03''$  East a distance of 97.48 feet to a monument marked "2529, L.S. 4495, 1998" and an angle point on the southwestern side Exception Parcel 3 of Western Early Transfer Parcel,

thence along said Parcel 3, the following twenty-nine courses;

North  $03^{\circ} 11' 10''$  West a distance of 41.91 feet to a monument marked "2528, L.S. 4495, 1998" on the arc of a 272.19 foot radius non-tangent curve concave to the northeast; to which point a radial line bears South  $10^{\circ} 10' 37''$  East,

thence westerly and northwesterly 318.52 feet along the arc of said curve through a central angle of  $67^{\circ} 02' 52''$  to a monument marked "2527, L.S. 4495, 1998",

thence on a line, non-tangent to said curve, North  $35^{\circ} 49' 01''$  West a distance of 189.59 feet to a monument marked "2526, L.S. 4495, 1998",

South  $54^{\circ} 34' 42''$  West a distance of 84.59 feet to the most southwestern corner of said Parcel 3, a monument marked "2525, L.S. 4495, 1998",

North  $35^{\circ} 19' 34''$  West a distance of 138.90 feet to the most northwestern corner of said Parcel 3, a monument marked "2524, L.S. 4495, 1998",

North  $54^{\circ} 40' 12''$  East a distance of 85.48 feet to a monument marked "2523, L.S. 4495, 1998",

North  $35^{\circ} 30' 37''$  West a distance of 363.95 feet to a monument marked "2522, L.S. 4495, 1998",

South  $54^{\circ} 35' 12''$  West a distance of 83.43 feet to a monument marked "2521, L.S. 4495, 1998",

North  $35^{\circ} 28' 48''$  West a distance of 135.26 feet to a monument marked "2520, L.S.

4495, 1998",

North 53° 45' 22" East a distance of 83.91 feet to a monument marked "2519, L.S. 4495, 1998",

North 35° 40' 56" West a distance of 416.43 feet to a monument marked "2518, L.S. 4495, 1998",

South 54° 35' 23" West a distance of 82.05 feet to a monument marked "2517, L.S. 4495, 1998",

North 35° 32' 37" West a distance of 135.40 feet to a monument marked "2516, L.S. 4495, 1998",

North 54° 26' 50" East a distance of 83.37 feet to a monument marked "2515, L.S. 4495, 1998",

North 35° 45' 39" West a distance of 368.16 feet to a monument marked "2514, L.S. 4495, 1998",

South 53° 54' 43" West a distance of 81.36 feet to a monument marked "2513, L.S. 4495, 1998",

North 35° 36' 39" West a distance of 135.72 feet to a monument marked "2512, L.S. 4495, 1998",

North 54° 49' 22" East a distance of 83.70 feet to a monument marked "2511, L.S. 4495, 1998",

North 35° 38' 07" West a distance of 364.61 feet to a monument marked "2510, L.S. 4495, 1998",

South 54° 20' 22" West a distance of 82.77 feet to a monument marked "2509, L.S. 4495, 1998",

North 35° 28' 46" West a distance of 135.19 feet to a monument marked "2508, L.S. 4495, 1998",

North 54° 24' 01" East a distance of 83.18 feet to a monument marked "2507, L.S. 4495, 1998",

North 35° 28' 43" West a distance of 465.20 feet to a monument marked "2506, L.S. 4495, 1998",

South 54° 33' 40" West a distance of 83.01 feet to a monument marked "2505, L.S. 4995, 1998",

North 35° 28' 36" West a distance of 195.67 feet to a monument marked "2504, L.S. 4995, 1998",

North 54° 27' 00" East a distance of 83.80 feet to a monument marked "2503, L.S. 4995, 1998",

North 35° 32' 20" West a distance of 429.98 feet to a monument marked "2502, L.S. 4995, 1998",

North 76° 49' 06" West a distance of 126.64 feet to a monument marked "2501, L.S. 4995, 1998",

North 35° 23' 15" West a distance of 283.00 feet to a monument marked "2500, L.S. 4495, 1998",

thence South 53° 42' 53" West a distance of 1636.52 feet to a monument marked "2538, L.S. 4495, 1998",

thence North 81° 26' 30" West a distance of 247.82 feet to a monument marked "2539, L.S. 4495, 1998",

thence North 26° 29' 55" West a distance of 1426.91 feet to a monument marked "2540, L.S. 4495, 1998",

thence North 31° 11' 43" West a distance of 210.80 feet to a monument marked "2541, L.S. 4495, 1998",

thence North 37° 07' 48" West a distance of 793.63 feet to a monument marked "2542, L.S. 4495, 1998",

thence North 51° 11' 48" West a distance of 726.27 feet to a monument marked "2543, L.S. 4495, 1998",

thence North 34° 46' 09" West a distance of 500.13 feet to a monument marked "2544, L.S. 4495, 1998",

thence North 02° 48' 17" West a distance of 165.01 feet to a monument marked "2545, L.S. 4495, 1998",

thence North 14° 17' 10" West a distance of 93.27 feet to a monument marked "2546, L.S. 4495,



1998",

thence North  $28^{\circ} 39' 34''$  West a distance of 398.91 feet to a monument marked "2547, L.S. 4495, 1998",

thence North  $53^{\circ} 04' 51''$  West a distance of 164.43 feet to a monument marked "2548, L.S. 4495, 1998",

thence North  $33^{\circ} 11' 17''$  West a distance of 1187.31 feet to a monument marked "2549, L.S. 4995, 1998",

thence North  $16^{\circ} 28' 10''$  West a distance of 198.65 feet to a monument marked "2550, L.S. 4995, 1998",

thence North  $31^{\circ} 02' 05''$  West a distance of 286.28 feet to a monument marked "2551, L.S. 4495, 1998",

thence North  $40^{\circ} 51' 02''$  West a distance of 141.14 feet to a monument marked "2552, L.S. 4495, 1998",

thence North  $60^{\circ} 47' 52''$  West a distance of 130.61 feet to a monument marked "2553, L.S. 4495, 1998",

thence North  $30^{\circ} 37' 29''$  West a distance of 633.49 feet to a monument marked "2554, L.S. 4495, 1998",

thence North  $73^{\circ} 57' 26''$  West a distance of 40.34 feet to a monument marked "2555, L.S. 4495, 1998" also being an angle point on the exterior of a certain parcel designated Exception Parcel 1 of Western Early Transfer Parcel (IR/H-1 AREA),

thence along said Parcel 1 the following five courses:

North  $29^{\circ} 37' 02''$  West a distance of 732.20 feet to an angle point of said Parcel 1 being a monument marked "2556, L.S. 4495, 1998",

North  $28^{\circ} 37' 05''$  West a distance of 458.60 feet to an angle point of said Parcel 1 being a monument marked "2557, L.S. 4495, 1998",

North  $59^{\circ} 43' 16''$  East a distance of 594.31 feet to an angle point of said Parcel 1 being a monument marked "2560, L.S. 4495, 1998",

North  $55^{\circ} 39' 20''$  East a distance of 1569.98 feet to a point on line being a monument marked "2561, L.S. 4495, 1998",

Continuing North 55° 39' 20" East a distance of 397.67 feet (a total of 1967.65 feet) more or less to a point on the western meander line of Tract 38 as defined in a 1923 Survey by the General Land Office conducted by Francis Joy and an exterior line of the Western Early Transfer Parcel,

thence along said meander line and said parcel the following three courses:

North 43° 00' 17" West a distance of 653.13 feet,

North 47° 15' 13" West a distance of 2284.27 feet,

North 54° 49' 07" West a distance of 545.96 feet to the grant boundary line of said Acts at AP 5, as shown on that Map filed in Book 22 of Maps at Page 44 Solano County Records.

thence along said grant boundary line and continuing along the exterior of Western Early Transfer Parcel the following three courses:

South 40° 11' 47" West a distance of 5682.87 feet to the most westerly point called out in said Acts,

South 15° 38' 14" East a distance of 13456.71 feet to the southwest point called out in said Acts,

North 79° 30' 03" East a distance of 10456.63 feet to an angle point of Exception Parcel 5 (IR05 AREA) of the Western Early Transfer Parcel,

thence leaving the exterior of the Western Early Transfer Parcel North 07° 56' 47" West along the western side of said Exception Parcel a distance of 57.78 feet, more or less, to the Point of Beginning.

Containing 2473.54 acres, more or less.

The above described tract of land is delineated on a map tracing designated State of California Tract (2LS-1), bearing the date of February 7, 2002, of record in the files of the Department of the Interior, Fish and Wildlife Service, Division of Realty, Portland, Oregon. A print from that map tracing is attached hereto.

LINE TABLE		
LINE	DIRECTION	DISTANCE
L7	N 31°11'43" W	210.80'
L8	N 37°07'48" W	793.63'
L9	N 51°11'48" W	726.27'
L10	N 34°46'09" W	500.13'
L11	N 02°48'17" W	165.01'
L12	N 14°17'10" W	93.27'
L13	N 28°39'34" W	398.91'
L14	N 53°04'50" W	164.43'
L15	N 16°28'10" W	198.65'
L16	N 31°02'05" W	286.28'
L17	N 40°51'02" W	141.14'
L18	N 60°47'52" W	130.61'
L20	N 73°57'26" W	40.34'

# UNITED STATES DEPARTMENT OF THE INTERIOR

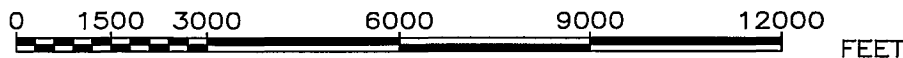
## FISH AND WILDLIFE SERVICE

### San Pablo Bay National Wildlife Refuge

#### Exhibit W Page 7 of 8 State of California Tract (2LS-1)

2473.54 acres

Solano County, California



T. 3 N., R. 4 W., Mt. Diablo Meridian

#### BASIS OF BEARING

DERIVED FROM G.P.S. OBSERVATIONS BASED ON STATION 'MARE ISLAND SE RESET'  
BEARINGS SHOWN HEREON ARE ON CALIFORNIA STATE PLANE ZONE 2 GRID,  
AT SAID STATION, ROTATION ANGLE TO COVERT GRID TO TRUE BEARING IS 0°09'39"  
ALL DISTANCES SHOWN ARE ON SAID GRID,  
AT SAID STATION, SCALE FACTOR TO CONVERT GRID DISTANCE TO GROUND IS 0.999931935

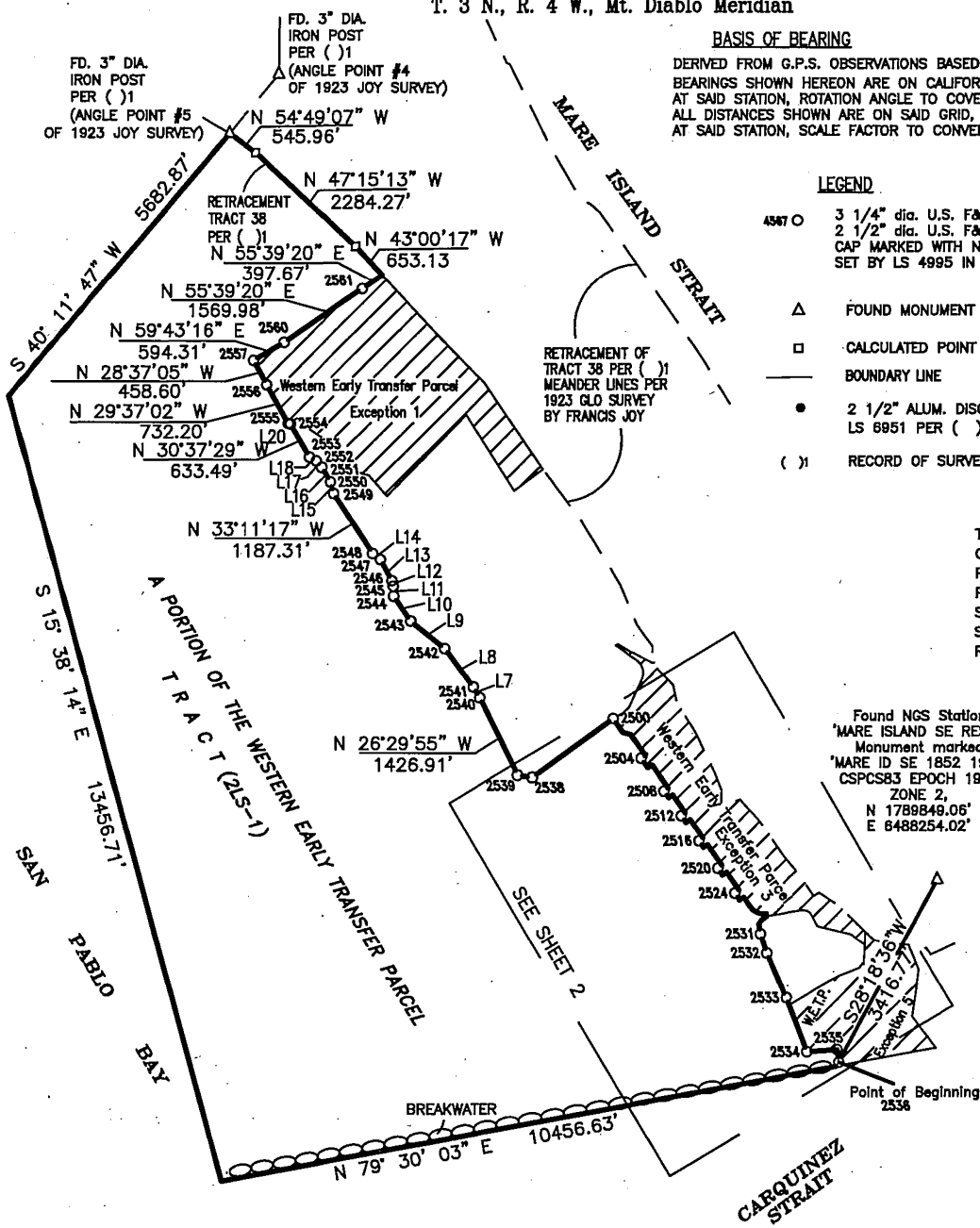
#### LEGEND

- 4587 O 3 1/4" dia. U.S. F&WS ALUM. CAP ON A #5 REBAR, OR  
2 1/2" dia. U.S. F&WS BRASS CAP ON A 1" dia. PVC PIPE,  
CAP MARKED WITH NUMBER SHOWN IN BACK SLANT TEXT AND  
SET BY LS 4995 IN 1998. PER RECORD OF SURVEY bk. 23 pg. 21.
- △ FOUND MONUMENT AS NOTED
- CALCULATED POINT
- BOUNDARY LINE
- 2 1/2" ALUM. DISC STAMPED  
LS 6951 PER ( ) 1
- ( ) RECORD OF SURVEY bk. 21 pg. 94

THIS MAP WAS COMPILED FROM OFFICIAL PLATS  
OF THE BUREAU OF LAND MANAGEMENT,  
PRIVATE SURVEYS RECORDED AND UNRECORDED,  
PHOTOGRAMMETRIC SURVEYS AND FIELD  
SURVEYS MADE BY FOR THE FISH AND WILDLIFE  
SERVICE IN OCTOBER 15, 1998, AND DATA IN  
RECORDS OF THE FISH AND WILDLIFE SERVICE.

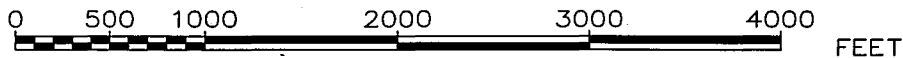
2/07/02

Found NGS Station  
'MARE ISLAND SE RESET'  
Monument marked  
'MARE ID SE 1852 1932'  
CSPCS83 EPOCH 1986  
ZONE 2,  
N 1789849.06'  
E 6488254.02'



UNITED STATES DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE  
San Pablo Bay National Wildlife Refuge  
Exhibit W

Page 8 of 8



BASIS OF BEARINGS

DERIVED FROM G.P.S. OBSERVATIONS BASED ON STATION 'MARE ISLAND SE RESET'

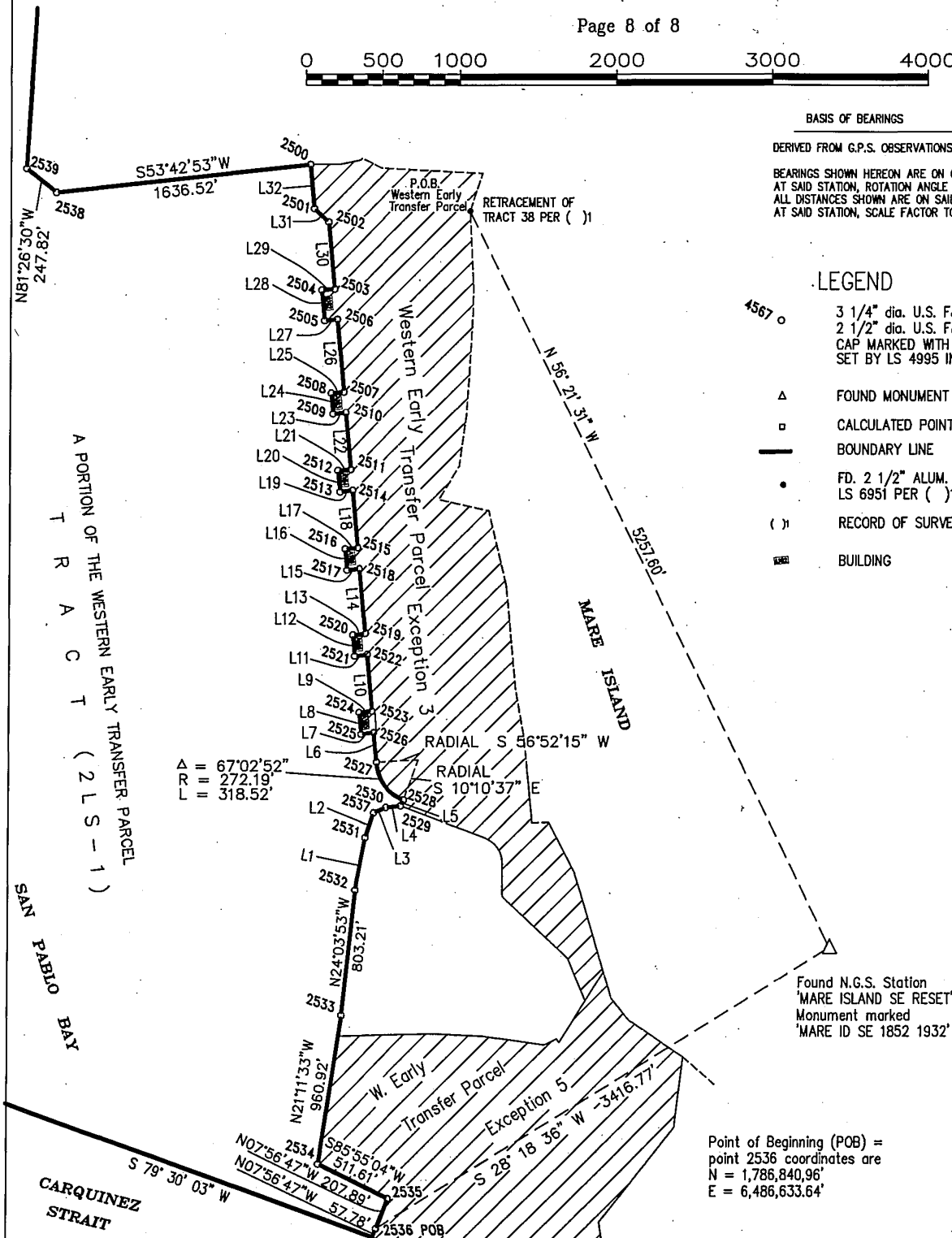
BEARINGS SHOWN HEREON ARE ON CALIFORNIA STATE PLANE ZONE 2 GRID,  
AT SAID STATION, ROTATION ANGLE TO CONVERT GRID TO TRUE BEARING IS 0°09'39"  
ALL DISTANCES SHOWN ARE ON SAID GRID,  
AT SAID STATION, SCALE FACTOR TO CONVERT GRID DISTANCE TO GROUND IS 0.999931935

LEGEND

3 1/4" dia. U.S. F&WS ALUM. CAP ON A #5 REBAR, OR  
2 1/2" dia. U.S. F&WS BRASS CAP ON A 1" dia. PVC PIPE,  
CAP MARKED WITH NUMBER SHOWN IN BACK SLANT TEXT AND  
SET BY LS 4995 IN 1998. PER RECORD OF SURVEY bk. 23 pg. 21

- △ FOUND MONUMENT AS NOTED
- CALCULATED POINT
- BOUNDARY LINE
- FD. 2 1/2" ALUM. DISC STAMPED  
LS 6951 PER ( )1
- ( ) RECORD OF SURVEY bk. 21 pg. 94
- BUILDING

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 18°45'40" W	339.50'
L2	N 10°42'03" W	164.94'
L3	N 36°34'47" E	88.45'
L4	N 53°46'03" E	97.48'
L5	N 03°11'10" W	41.91'
L6	N 35°49'01" W	189.59'
L7	S 54°34'42" W	84.59'
L8	N 35°19'34" W	138.90'
L9	N 54°40'12" E	85.48'
L10	N 35°30'37" W	363.95'
L11	S 54°35'12" W	83.43'
L12	N 35°28'48" W	135.26'
L13	N 53°45'22" E	83.91'
L14	N 35°40'56" W	416.43'
L15	S 54°35'23" W	82.05'
L16	N 35°32'37" W	135.40'
L17	N 54°26'50" E	83.37'
L18	N 35°45'39" W	368.16'
L19	S 53°54'43" W	81.36'
L20	N 35°36'39" W	135.72'
L21	N 54°49'22" E	83.70'
L22	N 35°38'07" W	364.61'
L23	S 54°20'22" W	82.77'
L24	N 35°28'46" W	135.19'
L25	N 54°24'01" E	83.18'
L26	N 35°28'43" W	465.20'
L27	S 54°33'40" W	83.01'
L28	N 35°28'36" W	195.67'
L29	N 54°27'00" E	83.80'
L30	N 35°32'20" W	429.98'
L31	N 76°49'06" W	126.64'
L32	N 35°23'15" W	283.00'



Point of Beginning (POB) =  
point 2536 coordinates are  
N = 1,786,840.96'  
E = 6,486,633.64'

EXHIBIT X

DESCRIPTION OF PARCEL TO WHICH INDUSTRIAL EASEMENT IS APPURTENANT  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

A parcel of land being a portion of Former Mare Island Naval Shipyard, situated in the City of Vallejo, Solano County, California and more particularly described as follows:

All of EDC Parcel IV as shown on that certain map entitled "Record of Survey showing Parcel IV for Economic Development Conveyance for the Benefit of the City of Vallejo", recorded September 24, 2001 in Book 24, Surveys, Page 71, Solano County Records, Solano County, State of California.

EXCEPTING THEREFROM

All of that certain parcel of land described in Exhibit E, Description of Public Trust Parcel IV for Mare Island Property Settlement and Exchange Agreement, recorded on \_\_\_\_\_ in Book \_\_\_\_\_, Page(s) \_\_\_\_\_, Solano County Records, and lying northerly of the following described line:

**Beginning** at a point with CCS83 Zone II (NAD 83) Coordinates of N1798454.44 feet, E6484317.93 feet lying North 24°34'46" West, 9462.25 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with CCS83 Zone II (NAD 83) Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys Page 51, Solano County Records, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North 49° 03' 38" West 8161.75 feet;

Thence from said point of beginning North 36° 15' 56" East, 61.64 feet to the end of the described line.

Said area contains 61.71 acres, more or less; attached plat for reference only.

EXHIBIT X

DESCRIPTION OF PARCEL TO WHICH INDUSTRIAL EASEMENT IS APPURTENANT  
FOR  
MARE ISLAND PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT

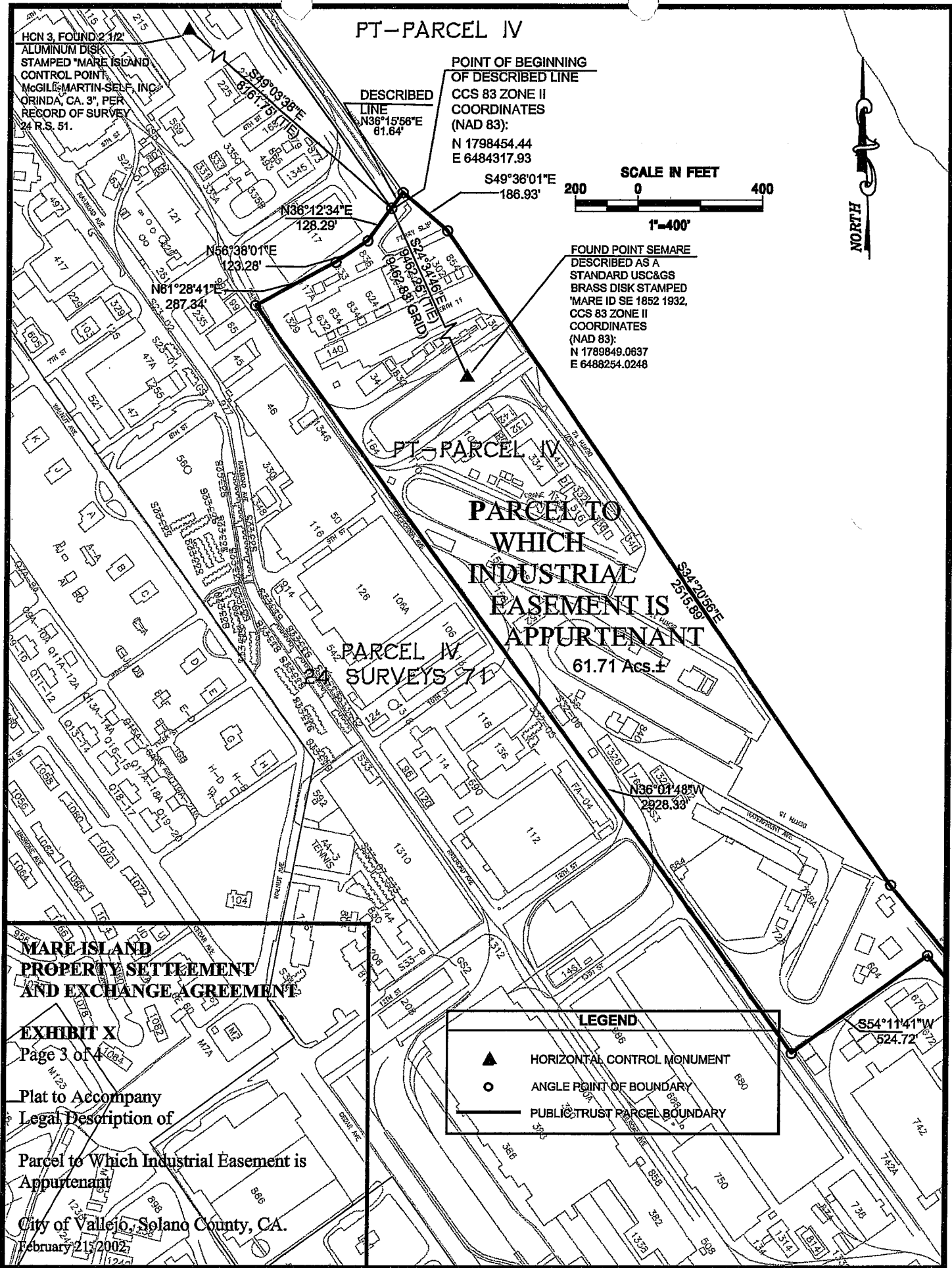
BASIS OF BEARING

The bearing of N35°54'10"W between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of bearing for this legal description and is the California Coordinate System 1983 (CCS83), Zone 2.

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043

END OF DESCRIPTION





HCN 3, FOUND 2 1/2"  
ALUMINUM DISK  
STAMPED "MARE ISLAND  
CONTROL POINT  
McGILL-MARTIN-SELF, INC.  
ORINDA, CA. 3", PER  
RECORD OF SURVEY  
24 R.S. 51.

PT-PARCEL IV

POINT OF BEGINNING  
OF DESCRIBED LINE

CCS 83 ZONE II  
COORDINATES  
(NAD 83):  
N 1798454.44  
E 6484317.93

DESCRIBED  
LINE  
N36°15'56"E  
61.64'

S49°36'01"E  
186.93'

SCALE IN FEET



1"=400'

FOUND POINT SEMARE  
DESCRIBED AS A  
STANDARD USC&GS  
BRASS DISK STAMPED  
"MARE ID SE 1852 1932,  
CCS 83 ZONE II  
COORDINATES  
(NAD 83):  
N 1789849.0637  
E 6488254.0248



PT-PARCEL IV

PARCEL TO  
WHICH  
INDUSTRIAL  
EASEMENT IS  
APPURTENANT

PARCEL IV  
SURVEYS 71

61.71 Acs.±

MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT

EXHIBIT X

Page 3 of 4

Plat to Accompany  
Legal Description of

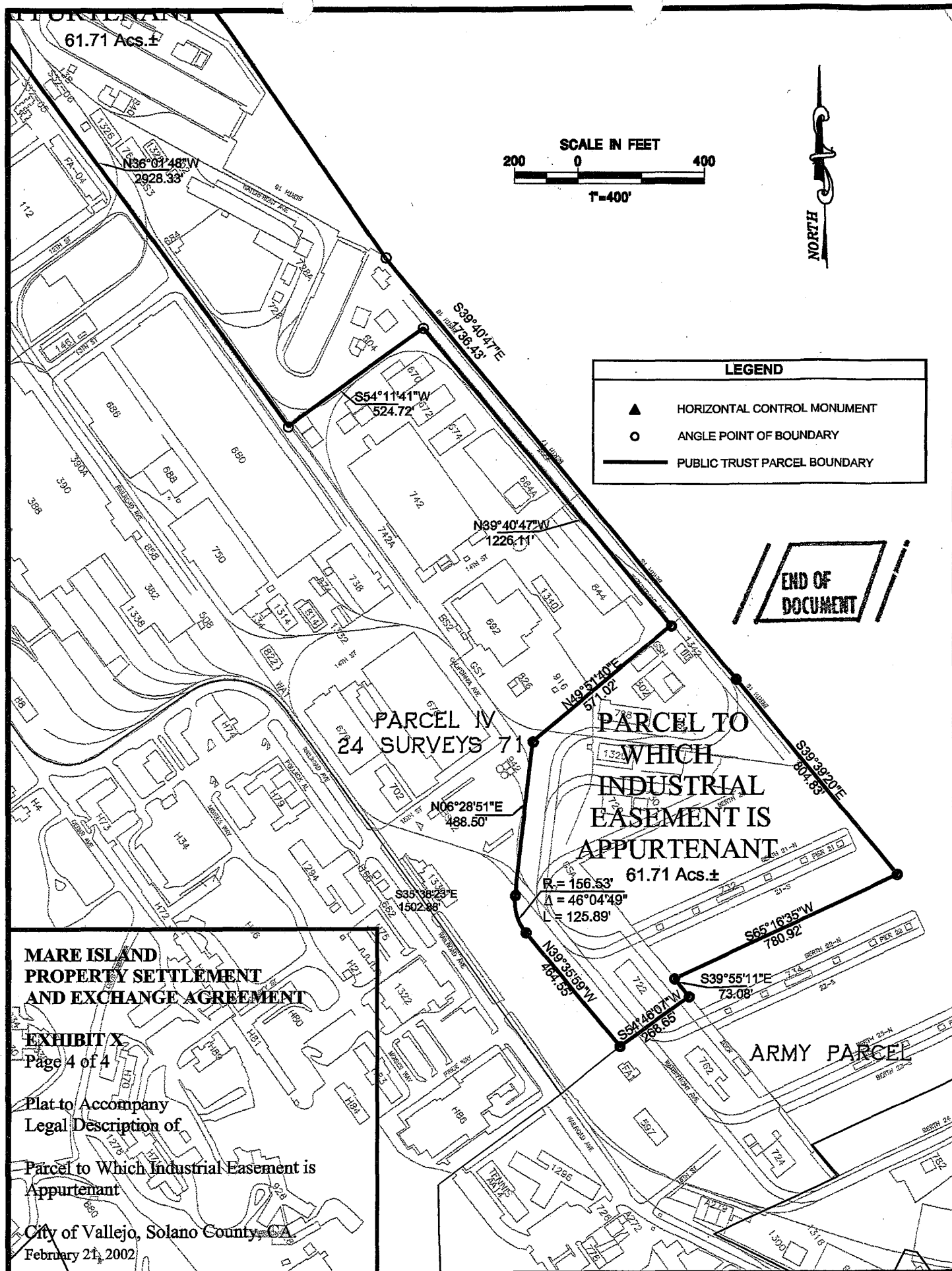
Parcel to Which Industrial Easement is  
Appurtenant

City of Vallejo, Solano County, CA.

February 21, 2002

LEGEND

- ▲ HORIZONTAL CONTROL MONUMENT
- ANGLE POINT OF BOUNDARY
- PUBLIC TRUST PARCEL BOUNDARY



**MARE ISLAND  
PROPERTY SETTLEMENT  
AND EXCHANGE AGREEMENT**

**EXHIBIT X**

Page 4 of 4

Plat to Accompany  
Legal Description of

Parcel to Which Industrial Easement is  
Appurtenant

City of Vallejo, Solano County, CA

February 21, 2002