

ORIGINAL RECORDED
QUITCLAIM DEED
EDC Transfer & Disposal Parcel

XV-A

A portion of Mare Island
North Light Industrial Business Park
U.S. Government transfer to City
2001-120695

2001-00120695
Recorded By:
FIRST AMERICAN
Official Records
County of Solano
Robert Blechschmidt
Assessor/Recorder

5S RecFee
SurMon
NoPCOR
IncFee
DTTax
Free \$. 0
OvrSht

08:00 17-OCT-01

AR54

296

Pgs

City of Vallejo
Community Development Department
555 Santa Clara Street
PO Box 3068
Vallejo, California 94590-5934

QUITCLAIM DEED

This deed is made this 26th day of September 2001, by the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy, Engineering Field Division, Southwest, Naval Facilities Engineering Command, hereinafter called the "GRANTOR," in favor of the **CITY OF VALLEJO**, a municipal corporation of the State of California, hereinafter called the "GRANTEE",

RECITALS

WHEREAS, the Secretary of the Navy may convey surplus property at a closing military installation to the Local Redevelopment Authority ("LRA") for economic development purposes pursuant to the power and authority provided by Section 2905 (b)(4) of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510) as amended, and the implementing regulations of the Department of Defense (32CFR Parts 174 and 175); and

WHEREAS, GRANTEE, by application dated January 23, 1996, requested an Economic Development Conveyance ("EDC") of the former Mare Island Naval Shipyard, consisting of approximately 1,412 acres located in the county of Solano, State of California, (the "Subject Property") for uses consistent with the July 26, 1994, Mare Island Final Reuse Plan; and

WHEREAS, a Finding of Suitability to Transfer ("FOST") for Economic Development Conveyance Parcel XVA has been attached hereto as Exhibit "A" and made a part hereof, which FOST sets forth the basis for the Navy's determination that the property described in Exhibit "B" attached hereto and made a part hereof (the "Real Estate") is suitable for transfer. The Real Estate is a part of the Subject Property. The GRANTEE is hereby made aware of the notifications contained in the FOST.

NOW THEREFORE, THE GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the Mare Island EDC Memorandum of Agreement, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR'S right, title and interest in and to that certain Real Estate described in Exhibit "B".

TOGETHER WITH all the buildings and improvements located thereon, and all appurtenances and improvements hereonto belonging.

RESERVING UNTO THE GRANTOR, and its successors and assigns, a non-exclusive easement for ingress and egress, for use by Grantor's employees, contractors, delivery services, vendors, maintenance personnel and ancillary service providers, including but not limited to vehicular and pedestrian access, to the following properties: (1) the United States Coast Guard communications tower, (2) the United States Forest Service Regional Headquarters, (3) the United States Army Reserve Metroplex Center, and (4) the lands of the United States Department of the Interior, Fish and Wildlife Service on the former Mare Island Naval Shipyard.

To the extent that the following roadways are located within the Real Estate, said easement shall be on, across and over Railroad Avenue, Cedar Avenue, Walnut Avenue and G Street. To the extent one or more of the foregoing roadways are abandoned after the date of this conveyance or otherwise cease to exist within the Real Estate, said easement shall be on across or over such other improved or unimproved roads that may exist on the Real Estate after the date of conveyance and which connect via equally convenient public streets to California State Highway 37 or the Mare Island Causeway. The Grantee, its successors and assigns, in the course of improving the Real Estate at the their own cost and expense, shall not close, abandon, reconfigure or replace existing roads in such a manner that would unreasonably interfere with the ability of Grantor or its employees, contractors, delivery services, vendors, maintenance and ancillary service providers to access: (1) the United States Coast Guard communications tower; (2) the United States Forest Service Regional Headquarters; (3) the United States Army Reserve Metroplex Center; and (4) the lands of the United States Department of the Interior, Fish and Wildlife Service (the "Federal Facilities").

This easement is subject to the express condition subsequent that it shall remain in effect for so long as it is required, in whole or in part, by the United States of America or until such time, as the Grantor shall determine in writing that this easement, or portion thereof, is no longer so required, on the basis of the public right(s)-of-way or upon any other basis.

Grantor acknowledges that, following the date of this conveyance, Grantee intends to dedicate, reserve or otherwise create public right(s)-of-way, pursuant to the laws of the State of California, over portions of Mare Island and that said public right(s)-of-way, to the extent they provide ingress and egress for so long as it is required by the Grantor and United States Coast Guard, United States Forest Service, United States Army Reserve and United States Department of the Interior, Fish and Wildlife Service (the "Federal Agencies"), to the Federal Facilities, are intended by Grantee to supplant all, or portions (as applicable), of the foregoing easement. Grantee may, at any time following the creation of said public right(s)-of-way, submit to Grantor written request(s) seeking to have the easement terminated, in whole or in part, as applicable. Grantor shall not unreasonably withhold, delay or condition its approval of Grantee's request;

provided, however, Grantor shall have no obligation to approve any request by Grantee which, in the opinion of the Grantor or individual said Federal Agencies, does not establish that said public right(s)-of-way shall remain in effect for so long as required by Grantor or the individual said Federal Agencies, or does not establish that said public right(s)-of-way would not unreasonably interfere with the ability of Grantor's or said Federal Agencies employees, contractors, delivery services, vendors, maintenance and ancillary service providers to access the said Federal Facilities from California State Highway 37 or the Mare Island Causeway. In the event Grantor approves Grantee's request, Grantor shall execute, acknowledge and deliver to Grantee for recordation in the Official Records of Solano County, a quit claim deed or other instrument evidencing the termination in whole or in part, as applicable, of the foregoing easement. In the event Grantor does not approve Grantee's request, the foregoing easement shall remain in effect for so long as it is required, in whole or in part, by the United States of America.

This conveyance is subject to the following:

1. NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

(a) Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") codified as 42 U.S.C. Section 9620(h)(3)(A), notice is hereby provided that the information set out in Exhibit "D", identifies hazardous substances that were stored for one year or more, known to have been released, or disposed of on this Real Estate. The GRANTOR has made a complete search of its files and records concerning the Real Estate and found that Exhibit "D" provides: (1) a notice of the type and quantity of such hazardous substances; (2) notice of the time the storage, release, or disposal took place; and (3) a description of the remedial action taken, if any.

(b) GRANTOR covenants for the benefit of GRANTEE, its successors and assigns, that: (1) all remedial action necessary to protect human health and the environment with respect to any such hazardous substances remaining on or from the Real Estate, including subsurface soils, groundwater and surface waters, has been taken before the date of this conveyance to GRANTEE; and (2) that any additional remedial action found to be necessary after the date of such conveyance for contamination on or from the Real Estate, including subsurface soils, groundwater and surface waters, existing prior to the date of conveyance, shall be conducted by GRANTOR. The foregoing covenants shall not apply in any case in which the person or entity to whom the real property is transferred is a potentially responsible party with respect to such property.

(c) GRANTEE on behalf of itself, its successors and assigns, as a covenant running with the land, covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with Section 120(h)(3)(iii) of CERCLA shall have access to the Real Estate in any case in which remedial action or corrective action is found to be necessary after the date of conveyance at the Real Estate, or such access is necessary to carry out a remedial action or corrective action on adjoining property. In exercising these rights of access, except in case of imminent endangerment to human health or the environment, the GRANTOR: (a) shall give the GRANTEE, or the then record owner, reasonable notice of actions to be taken related to such remedial or corrective actions necessary on the Real Estate; and (b) make every

reasonable effort to minimize interference with GRANTEE's, its successors or assigns, use of the Real Estate.

(d) In connection with GRANTOR's covenant made in subparagraph (b)(2), GRANTEE covenants on behalf of itself, its successors and assigns, as a covenant running with the land, that it will take no action to interfere with future necessary investigative or remedial actions of the GRANTOR; and to comply with the provisions of any health and safety plan approved by appropriate regulatory authorities and in effect during the course of any investigative or remedial action. GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's, or any authorized occupant of the Real Estate's private operations.

2. (a) (1) Pursuant to Section 330 of P. L. 102-484, as amended, and subject to the provisions of this Paragraph 2, GRANTOR shall hold harmless, defend and indemnify, in full, GRANTEE or any other person or entity that acquires ownership or control of the Real Estate from GRANTEE, or any successor, assignee, transferee, lender, or lessee of GRANTEE, or such other persons who have acquired ownership or control of the Real Estate (collectively and individually "Indemnitees(s)"), from and against any suit, claim, demand, action, liability, judgment, cost or fee, arising out of any claim for personal injury or property damage (including death, illness, loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threatened release of any hazardous substance, pollutant, contaminant, petroleum or petroleum derivative from or on the Real Estate, including subsurface soils, groundwater and surface waters, as a result of Department of Defense activities on the former Mare Island Naval Shipyard.

(2) In any case in which GRANTOR determines that it may be required to indemnify an Indemnitee(s) for any suit, claim, demand, action, liability judgment, cost or other fee arising out of any claim or personal injury or property damage, GRANTOR may settle or defend on behalf of the Indemnitee(s), the claim for personal injury or property damage.

(3) If any Indemnitee(s) does not allow GRANTOR to settle or defend the claims, such Indemnitee(s) will not be afforded indemnification with respect to that claim.

(4) GRANTOR will not indemnify the Indemnitee(s) unless such Indemnitee(s):

(A) Notifies GRANTOR in writing within ninety (90) days after such an indemnification claim accrues. If Indemnitee(s) is served with a complaint or written notice of a claim by federal, state or local regulators, Indemnitee(s) will provide GRANTOR with a copy of such document no later than fifteen (15) days following service of the complaint. A claim for indemnification accrues when the Indemnitee(s) receives written notice of any suit, claim, demand, action, liability, judgment, cost or other fee, which relates to personal injury or property damage, that the Indemnitee(s) knows or may be deemed reasonably to have known, may have been caused or contributed to by Department of Defense activities. Indemnitee(s) right to indemnification shall not expire due to late notice unless Government's ability to defend or to settle is materially and adversely affected, and

(B) Furnishes GRANTOR copies of pertinent papers the Indemnatee(s) receives; and

(C) Furnishes, to the extent it is in the possession or control of Indemnatee(s), evidence or proof of any claim, loss, or damage covered by subparagraph (A); and

(D) Provides, upon request of GRANTOR, reasonable access to the records and personnel of the Indemnatee(s) for purposes of defending or settling the claim or claims.

(5) GRANTOR will not indemnify any Indemnatee(s) to the extent such Indemnatee(s) caused or contributed to any release or threatened release of any hazardous substance, pollutant, contaminant, petroleum or petroleum derivative from or on the former Mare Island Naval Shipyard. GRANTOR is entitled to contribution from Indemnatee(s) to the extent GRANTOR shows that such Indemnatee(s) caused or contributed to any release. However, the availability of contribution shall not affect the requirement of GRANTOR to defend an Indemnatee(s), unless such Indemnatee(s) is solely responsible for the release or threatened release giving rise to the claim for indemnity, in which case the GRANTOR's duty to defend will not exist as to that claim.

(b) (1) Pursuant to 42 U.S.C. Section 9620(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, and the CERCLA lead agent authority of the Department of Defense created by 42 U.S.C. Section 9604 and Section 9615 of CERCLA, Section 2.d. of Executive Order 12580 (52 F.R. 2923; Jan. 29, 1987), and the National Contingency Plan (40 C.F.R. Section 300.5), and subject to the provisions of this Paragraph 2, the GRANTOR has determined that this Real Estate is suitable for transfer of ownership and that the uses contemplated for this Real Estate are consistent with protection of human health and the environment, and that there are adequate assurances that GRANTOR will take all response actions necessary to protect human health and the environment that have not been taken as of the date of recordation.

Further, the GRANTOR herein provides assurances that, in accordance with and to the extent required at the former Mare Island Naval Shipyard by applicable federal, state and local laws, GRANTOR will timely:

(A) assess, inspect, investigate, study, and remove or remediate, as appropriate, the release or threatened release of a hazardous substance, pollutant or contaminant, from or on the Real Estate, including subsurface soils, groundwater and surface waters, that was caused by Department of Defense activities on the former Mare Island Naval Shipyard; and

(B) settle or defend any claim, demand, or order made by federal, state or local regulators or third parties in connection with any release or threatened release of a hazardous substance, pollutant or contaminant, from or on the Real Estate, including subsurface soils, groundwater and surface waters, that was caused by Department of Defense activities on the former Mare Island Naval Shipyard.

(2) The GRANTEE, or any successor, assignee, transferee, lender, or lessee of GRANTEE, or such other persons who have acquired ownership or control of the Real Estate shall:

(A) Notify GRANTOR in writing within ninety (90) days after learning of any previously unidentified condition on this Real Estate that suggests a response action is necessary, or, within ninety (90) days after receiving notice of claim by federal, state or local regulators, or other third parties, of the existence of any condition on the Real Estate that suggests a response action is necessary. If GRANTEE, or any successor, assignee, transferee, or such other persons who have acquired ownership or control of the Real Estate is served with a complaint or written notice of a claim by federal, state or local regulators, the served party shall provide the GRANTOR with a copy of such document no later than fifteen (15) days following service of such document; and

(B) Furnish GRANTOR copies of pertinent papers the GRANTEE, or any successor, assignee, transferee, lender, or lessee of GRANTEE, or such other persons who have acquired ownership or control of the Real Estate receives; and

(C) Provide, upon request of GRANTOR, reasonable access to the records and personnel of GRANTEE, or any successor, assignee, transferee, lender, or lessee of GRANTEE, or such other persons who have acquired ownership or control of the Real Estate for the purposes of defending or resolving the need for additional response action.

(3) For purposes of 42 U.S.C. Section 9620(h)(3) and Section 9620(h)(4), ownership or control of the Real Estate by GRANTEE, or any successor, assignee, transferee, or lessee of GRANTEE, or such other persons who have acquired ownership or control of the Real Estate, will not make it a potentially responsible party or relieve GRANTOR of its obligations under Paragraph 2 (b) (1) and 42 U.S.C. Section 9620(h).

(c) (1) In accordance with and to the extent required by applicable federal, state and local laws, GRANTOR will timely:

(A) assess, inspect, investigate, study, and remove or remediate, as appropriate, the release or threatened release of petroleum or a petroleum derivative, from or on the Real Estate, including subsurface soils, groundwater and surface waters, caused by Department of Defense activities on the former Mare Island Naval Shipyard; and

(B) settle or defend any claim, demand, or order made by federal, state or local regulators or third parties in connection with a release or threatened release of petroleum or a petroleum derivative, from or on the Real Estate, including subsurface soils, groundwater and surface waters, caused by Department of Defense activities on the former Mare Island Naval Shipyard.

(2) GRANTEE, or any successor, assignee, transferee, lender, or lessee of GRANTEE, or such other persons who have acquired ownership or control of the Real Estate, upon learning of any previously unidentified release or threatened release of petroleum or petroleum derivative from or on this Real Estate, that may have been caused by Department of Defense activities at the former Mare Island Naval Shipyard, will notify GRANTOR by following the notification procedures set forth in subparagraph 2 (b) (2) above.

(d) For the purpose of the provisions of this Paragraph 2, the following terms have the meanings indicated below:

(1) "Release", "threatened release", "hazardous substance", "pollutant", "contaminant", "removal", "remedial action", and "response" have the meanings given such terms under CERCLA and U. S. Environmental Protection Agency regulations implementing CERCLA.

(2) "Buildings and equipment" means any and all buildings, equipment, facilities, lines (including hydraulic, electric, fuel and other lines), waste product lines, sewers, sumps, storage tanks, processing tanks, clarifiers, piping, foundations, structures, machines, tools, test equipment, other fixtures, and components, parts and assemblies thereof, which are in existence on or before the date of this conveyance.

(3) "Department of Defense activities" means the Department of Defense construction, installation, placement, operation, maintenance, misuse, abandonment, or failure to maintain the buildings and equipment and land at the former Mare Island Naval Shipyard; or failure to satisfy any otherwise legally applicable obligation to investigate or remediate any environmental conditions existing at the former Mare Island Naval Shipyard. "Department of Defense activities: does not mean the release or threatened release of a hazardous substance, pollutant, contaminant, petroleum or a petroleum derivative, to the extent that GRANTOR shows that the release or threatened release is caused or contributed to by the Indemnitee(s).

(4) "Action...arising out of any claim for ... property damage" includes, but is not limited to, any judicial, administrative or private cost recovery proceeding brought against an Indemnitee(s): (i) for response costs arising under CERCLA; (ii) for costs incurred to enjoin or abate the presence or migration of contamination from or on the former Mare Island Naval Shipyard under Resource Conservation and Recovery Act (RCRA); or (iii) for costs incurred to comply with the requirements of similar federal or state laws and regulations (or the laws of any political subdivision of the state) which arise from the environmental conditions at the former Mare Island Naval Shipyard.

(5) "Environmental condition(s)" means any hazardous substance, pollutant or contaminant, including hazardous waste or hazardous constituent, petroleum or petroleum derivative disposed of, released or existing in environmental media such as soil, subsurface soil, air, groundwater, surface water or subsurface geological formations at levels above background.

(e) Nothing in these provisions shall diminish or waive any rights which parties might otherwise have under common law or any federal or state law or regulation, with the exception of subparagraph (a) of this Paragraph 2, including applicable references in subparagraph (d), which shall be deemed to fully set forth the parties statutory rights under Section 330 of P.L. 102-484, and subparagraph (b) of this Paragraph 2, including applicable references in subparagraph (d), which shall be deemed to fully set forth the parties statutory rights under 42 U.S.C. Section 9620(h)(3); provided that nothing in this Paragraph 2 shall limit the right, if any, that GRANTEE, or any successor, assignee, transferee, lender, or lessee of GRANTEE, or such other persons who have acquired ownership or control of the Real Estate may have to enforce, in a federal district court proceeding, statutory rights under Section 330 of P.L. 102-484 and 42 U.S.C. Section 9620(h)(3) and Section 9620(h)(4).

(f) Any Indemnatee may implement or enforce the terms of this Paragraph 2 in its own right at its own discretion without obtaining permission from or joining any of the other Indemnitees.

(g) The provisions of this Paragraph 2 shall survive transfer of the Real Estate only to the extent a claim is made by an Indemnatee under the terms of this Paragraph 2.

(h) Prior to taking any action or reaching any final settlement under this Paragraph 2 that could adversely impact GRANTEE, or any successor, assignee, transferee, or lessee of GRANTEE, or such other persons who have acquired ownership or control of the Real Estate, GRANTOR shall consult with GRANTEE, or any successor, assignee, transferee, lender, or lessee of GRANTEE, or such other persons who have acquired ownership or control of the Real Estate to minimize any such impact.

(i) Nothing in this Paragraph 2 creates rights of any kind in any person or entity other than: (1) GRANTOR and (2) GRANTEE, or any successor, assignee, transferee, lender, or lessee of GRANTEE, or such other persons who have acquired ownership or control of the Real Estate.

3. The conditions, restrictions, reservations and covenants set forth herein are a binding servitude on the Real Estate, shall inure to the benefit of the GRANTOR and GRANTEE, their successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code section 1462 and other applicable authority.

4. (a) The GRANTEE is hereby informed and does acknowledge that asbestos or asbestos-containing materials (ACM) have been found and are otherwise presumed to exist in buildings and structures on the Real Estate. The GRANTEE acknowledges receipt of documentation, referenced in Exhibit "A", disclosing the presence of any known ACM hazards in the buildings and structures on the Real Estate.

(b) The GRANTEE covenants and agrees that in its use and occupancy of the Real Estate it will comply with all applicable Federal, State, and local laws relating to ACM. The GRANTEE acknowledges that the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with ACM in the structures on the Real Estate, whether the GRANTEE has properly warned, or failed to properly warn the persons injured.

5. (a) The Real Estate may include improvements that are presumed to contain LBP because they may have been constructed prior to 1978. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

(b) The GRANTEE covenants and agrees that in its use and occupancy of the Real Estate, it will comply with 42 U.S.C. Section 4852d (Title X) and all applicable Federal, State, and local laws relating to LBP. The Grantee acknowledges that the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact

of any kind whatsoever with LBP on the Real Estate, whether the GRANTEE has properly warned, or failed to properly warn, the persons injured.

6. To the extent that any portion of the Real Estate lies within a floodplain as defined in Section 6(c) of Executive Order No. 11988, Floodplain Management, dated May 24, 1977, and as indicated on the map attached hereto as Exhibit "C," the use of that portion of the Real Estate may be subject to the National Flood Insurance Program of the Federal Emergency Management Agency and to the City of Vallejo's Flood Protection Ordinance, or other applicable regulations.

7. GRANTEE covenants not to discriminate upon the basis of race, color, religion, disability, sex, age or national origin in the use, occupancy, sale, or lease of the Real Estate, or in its employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Real Estate is on premises used primarily for religious purposes. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Real Estate hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

8. The Grantee agrees to accept conveyance of the Real Estate subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record.

9. Except as otherwise provided herein, the Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Real Estate, and that the Real Estate is conveyed "as is" and "where is" without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions. Except as otherwise provided herein, the Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property except to the extent required by applicable law

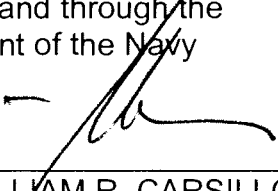
10. EXHIBITS. This deed contains the following exhibits:

- A. FOST
- B. Legal Description of Real Estate to Transfer
- C. Parcel Boundary and 100-year Floodplain Map of Mare Island, Vallejo, California
- D. Summary of Hazardous Substances Stored, Released, or Disposed

IN WITNESS WHEREOF, the GRANTOR has caused this Quitclaim Deed to be executed in its name and on its behalf by its officer thereunto duly authorized as of the date first above written.

THE UNITED STATES OF AMERICA,

Acting by and through the
Department of the Navy

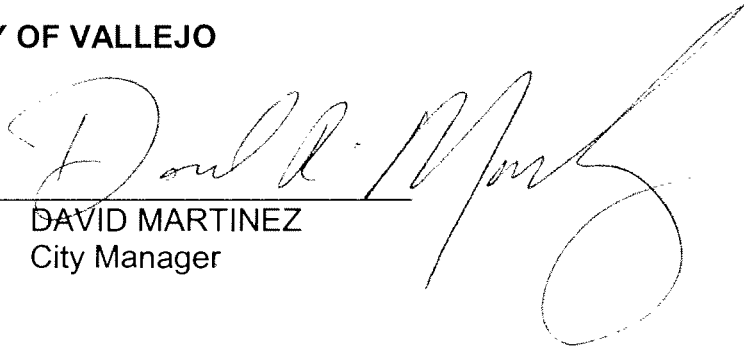
By: 
WILLIAM R. CARSILLO

Real Estate Contracting Officer
Base Realignment & Closure Office

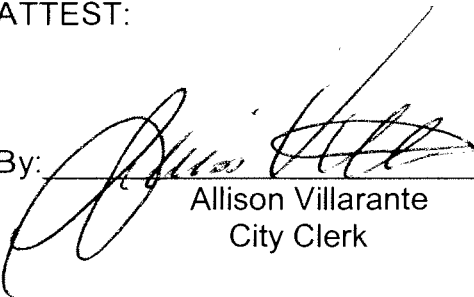
ACCEPTANCE:

The GRANTEE hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained therein.

CITY OF VALLEJO

By: 
DAVID MARTINEZ
City Manager

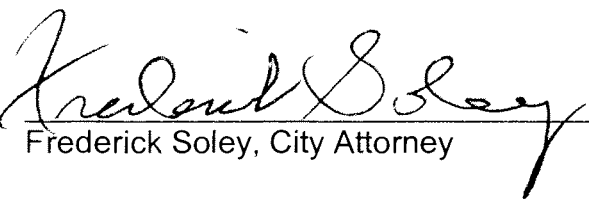
ATTEST:

By: 
Allison Villarante
City Clerk



(City Seal)

Approved as to Form:


Frederick Soley, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

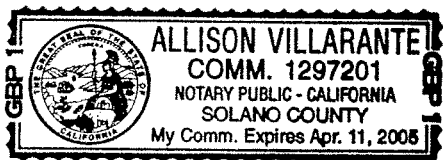
State of CALIFORNIA

County of SOLANO

On 9/26/01 before me, ALLISON VILLARANTE,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared WILLIAM R. CARSILO,
NAME(S) OF SIGNER(S)

☐ personally known to me - **OR** - ☒ 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.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Quit Claim Deed
MI Parcel XVA

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

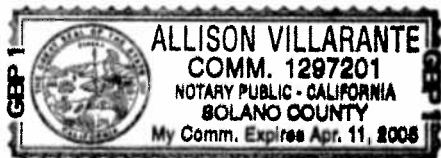
State of CALIFORNIA

County of SOLANO

On 9/26/01 before me, ALLISON VILLARANTE,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared DAVID MARTINEZ, CITY MANAGER,
NAME(S) OF SIGNER(S)

☒ personally known to me - **OR** - ☐ 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.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☒ CORPORATE OFFICER
City of Valley
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Quitclaim Deed
MI Parcel XVA

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "B"

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY situate on the former Mare Island Naval Shipyard, City of Vallejo, County of Solano, State of California, described as follows:

PARCEL ONE: (XV-A NORTHERN PORTION)

A parcel of land, being a portion of the "Record of Survey Showing Parcel XV For Economic Development Conveyance For Benefit of the City of Vallejo" dated July 6, 2001, and recorded on September 24, 2001, Recorders Series No. 2001-109704, in Book 24 of Surveys Pages 60 and 61, Solano County Records, referred to as "Parcel XV", described as follows:

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 DELINATED ON THE MAP FILED FOR RECORD ON NOVEMBER 14, 1996 IN BOOK 21 OF LAND SURVEY MAPS, AT PAGES 94 TO 98 INCLUSIVE, COUNTY OF SOLANO OFFICIAL RECORDS, SAID MAP TITLED "RECORD OF SURVEY FOR LANDS OWNED BY THE UNITED STATES OF AMERICA PER THE 1938 UNITED STATES SUPREME COURT DECISION "UNITED STATES VERSUS O'DONNELL 303 U.S. 501"" AND FURTHER DESCRIBED AS "RETRACEMENT OF TRACT 38 OF THE JOY SURVEY TITLED "FRACTIONAL TOWNSHIP 3 NORTH, RANGE 4 WEST, MOUNT DIABLO BASE AND MERIDIAN, CALIFORNIA" APPROVED BY THE U.S. SURVEY GENERAL'S OFFICE OCTOBER 24, 1923, ACCEPTED NOVEMBER 8, 1923 AND FILED WITH THE BUREAU OF LAND MANAGEMENT", SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LYING N31°09'48"W, 13,647.57 FEET FROM A STANDARD USC&GS BRASS DISC STAMPED "MARE ID SE 1852 1932" LOCATED ON THE HIGHEST AND MOST EASTERLY OF THE TWO PEAKS ON MARE ISLAND AND REFERRED TO AS "SEMARE" WITH NAD 83 ZONE II COORDINATES OF N1789849.0637, E6488254.0248, AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD IN BOOK 24 R.S. AT PAGES 12 THROUGH 13 INCLUSIVE, SOLANO COUNTY RECORDS, FROM WHICH A 2-1/2" ALUMINUM DISK STAMPED "MARE ISLAND CONTROL POINT, MCGILL-MARTIN-SELF, INC. ORINDA, CA., 3" AND REFERRED TO AS "HCN-3" ON SAID MAP BEARS N35°54'10"W, 17,225.54 FEET; SAID POINT OF COMMENCEMENT ALSO BEING THE EASTERNMOST POINT OF SAID "PARCEL XV";
THENCE FROM SAID POINT OF COMMENCEMENT NORTHERLY ALONG SAID "PARCEL XV" N34°50'49"W, 1,852.73 FEET TO THE TRUE POINT OF BEGINNING;
1) THENCE FROM SAID TRUE POINT OF BEGINNING LEAVING THE EASTERN LINE OF SAID "PARCEL XV" N88°33'28"W, 132.45 FEET;
2) THENCE N36°42'58"W, 245.88 FEET;
3) THENCE N36°42'04"W, 101.90 FEET;
4) THENCE S54°34'40"W, 979.99 FEET;
5) THENCE N36°26'07"W, 300.55 FEET;
6) THENCE S55°13'59"W, 121.00 FEET;
7) THENCE N35°37'22"W, 963.87 FEET;
8) THENCE N32°27'19"E, 917.74 FEET;
9) THENCE S74°33'39"E, 191.20 FEET;

10) THENCE S62°35'11"E, 29.57 FEET;
11) THENCE S43°47'32"E, 38.22 FEET;
12) THENCE N46°31'24"E, 132.99 FEET;
13) THENCE N63°08'30"E, 270.93 FEET;
14) THENCE N24°25'53"W, 19.61 FEET TO THE NORTHERN LINE OF SAID "PARCEL XV";
15) THENCE ALONG SAID "PARCEL XV" THE FOLLOWING COURSES, N64°52'15"E, 690.52;
16) THENCE S26°55'36"E, 1,766.77 FEET;
17) THENCE S59°09'34"W, 590.06 FEET TO THE TRUE POINT OF BEGINNING.
SAID PARCEL CONTAINS 70.51 ACRES.

PARCEL TWO: (XV-A SOUTHERN PORTION)

A parcel of land, being a portion of the "Record of Survey Showing Parcel XV For Economic Development Conveyance For Benefit of the City of Vallejo" dated July 6, 2001, and recorded on September 24, 2001, Recorders Series No. 2001-109704, in Book 24 of Surveys Pages 60 and 61, Solano County Records, referred to as "Parcel XV", described as follows:

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 DELINATED ON THE MAP FILED FOR RECORD ON NOVEMBER 14, 1996 IN BOOK 21 OF LAND SURVEY MAPS, AT PAGES 94 TO 98 INCLUSIVE, COUNTY OF SOLANO OFFICIAL RECORDS, SAID MAP TITLED "RECORD OF SURVEY FOR LANDS OWNED BY THE UNITED STATES OF AMERICA PER THE 1938 UNITED STATES SUPREME COURT DECISION "UNITED STATES VERSUS O'DONNELL 303 U.S. 501"" AND FURTHER DESCRIBED AS "RETRACEMENT OF TRACT 38 OF THE JOY SURVEY TITLED "FRACTIONAL TOWNSHIP 3 NORTH, RANGE 4 WEST, MOUNT DIABLO BASE AND MERIDIAN, CALIFORNIA" APPROVED BY THE U.S. SURVEY GENERAL'S OFFICE OCTOBER 24, 1923, ACCEPTED NOVEMBER 8, 1923 AND FILED WITH THE BUREAU OF LAND MANAGEMENT", SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LYING N31°09'48"W, 13,647.57 FEET FROM A STANDARD USC&GS BRASS DISC STAMPED "MARE ID SE 1852 1932" LOCATED ON THE HIGHEST AND MOST EASTERLY OF THE TWO PEAKS ON MARE ISLAND AND REFERRED TO AS "SEMARE" WITH NAD 83 ZONE II COORDINATES OF N1789849.0637, E6488254.0248, AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD IN BOOK 24 R.S. AT PAGES 12 THROUGH 13 INCLUSIVE, SOLANO COUNTY RECORDS, FROM WHICH A 2-1/2" ALUMINUM DISK STAMPED "MARE ISLAND CONTROL POINT, MCGILL-MARTIN-SELF, INC. ORINDA, CA., 3" AND REFERRED TO AS "HCN-3" ON SAID MAP BEARS N35°54'10"W, 17,225.54 FEET; SAID POINT OF COMMENCEMENT ALSO BEING THE EASTERNMOST POINT OF SAID "PARCEL XV";

THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE SOUTHERN LINE OF SAID "PARCEL XV" S54°18'02"W, 51.13 FEET TO THE TRUE POINT OF BEGINNING;

1) THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID SOUTHERN LINE S54°18'02"W, 1,138.98 FEET;
2) THENCE LEAVING SAID SOUTHERN LINE N36°31'46"W, 1,032.72 FEET;
3) THENCE N54°06'55"E, 836.46 FEET;
4) THENCE N36°44'23"E, 70.38 FEET;
5) THENCE N54°14'14"E, 62.11 FEET;
6) THENCE N37°34'49"W, 148.39 FEET;

7) THENCE N53°59'44"E, 184.06 FEET;
8) THENCE S36°07'51"E, 1,205.94 FEET TO THE TRUE POINT OF BEGINNING.
SAID PACEL CONTAINS 27.89 ACRES.

A.P.No.: 067-010-030 and 0067-040-180 (ptns) ****



PARCEL XV
BOUNDARY

XV-A (NORTHERN PORTION)

TRUE POINT OF BEGINNING
XV-A (NORTHERN PORTION)

"HCN-3"
2-1/2" ALUMINUM DISK
STAMPED "MARE ISLAND
CONTROL POINT,
McGILL-MARTIN-SELF, INC.
ORINDA, CA. 3",
PER RECORD OF SURVEY
24 R.S. 12-13

PARCEL XV
BOUNDARY

N34°50'49"W
1852.73

N35°04'10"W 17225.54
BASIS OF BEARING

POINT OF
COMMENCEMENT

XV-A (SOUTHERN PORTION)

TRUE POINT OF BEGINNING
XV-A (SOUTHERN PORTION)

S54°18'02"W
51.13

N31°09'48"W 13647.57
TIE FROM SEMARE

"SEMARE"
DESCRIBED AS A STANDARD
USC&GS BRASS DISK STAMPED
"MARE ID SE 1852 1932"
ZONE II COORDINATES
N 1789849.0637
E 6488254.0248

- ANGLE POINT OF BOUNDARY
- △ HORIZONTAL CONTROL MONUMENT
- PARCEL XV-A BOUNDARY
- - - REFERENCE LINE
- - - PARCEL XV BOUNDARY

PLS SURVEYS, INC.
LAND & HYDROGRAPHIC SURVEYORS
2220 Livingston Street, Suite 202
Oakland, California 94606-5203
510.261.0900 FAX 510.261.3303
e-mail: plssurv@pacbell.net

EXHIBIT B
PAGE 4 of 6
PLAT TO ACCOMPANY
LEGAL DESCRIPTION OF
PARCEL XV-A

**PARCEL XV-A
MARE ISLAND
VALLEJO, CALIFORNIA**

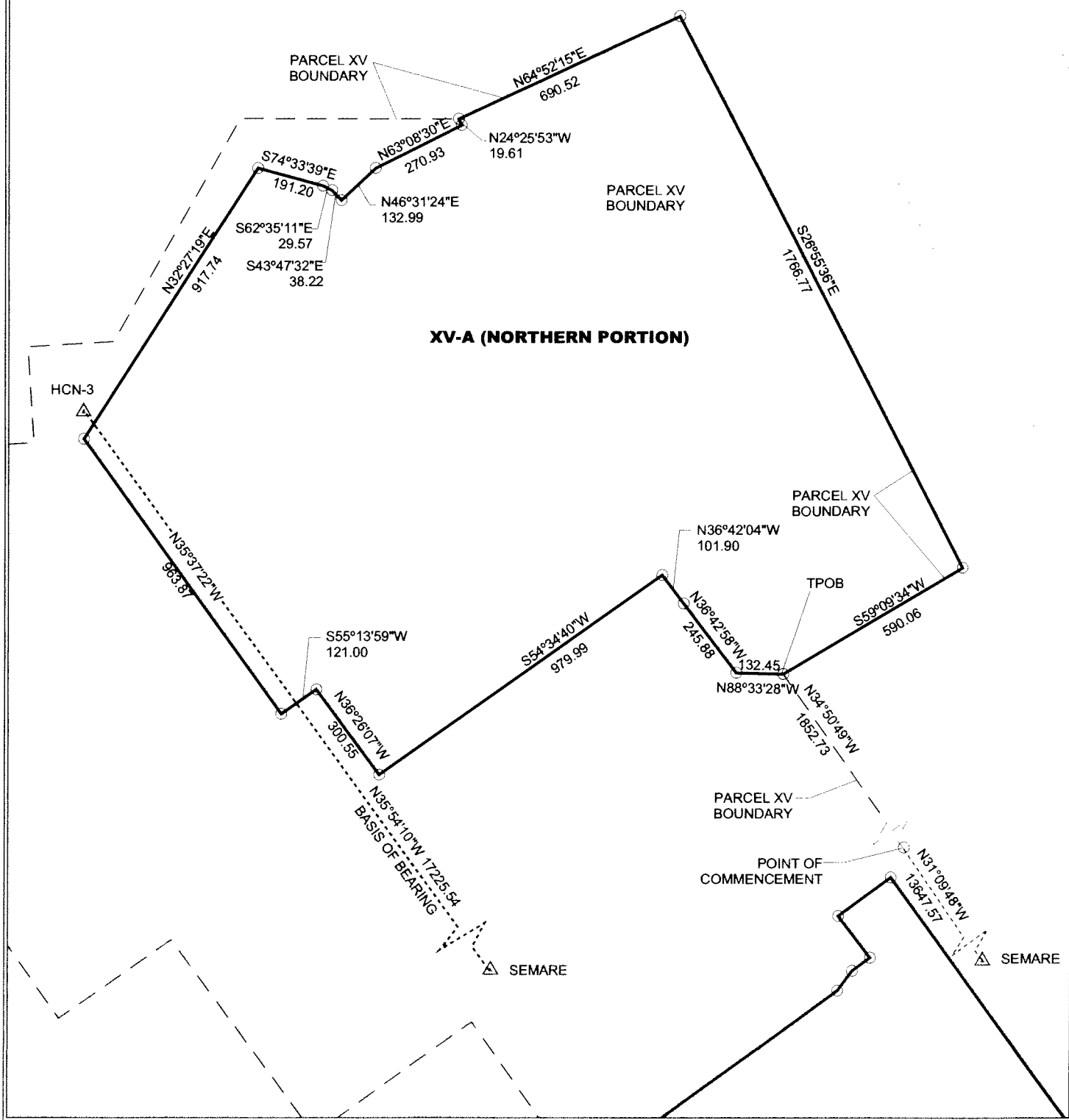
0 300 600

SCALE IN FEET

DATE 08/17/01

BY JMB/JET

- ANGLE POINT OF BOUNDARY
- △ HORIZONTAL CONTROL MONUMENT
- PARCEL XV-A BOUNDARY
- - - REFERENCE LINE
- - - PARCEL XV BOUNDARY



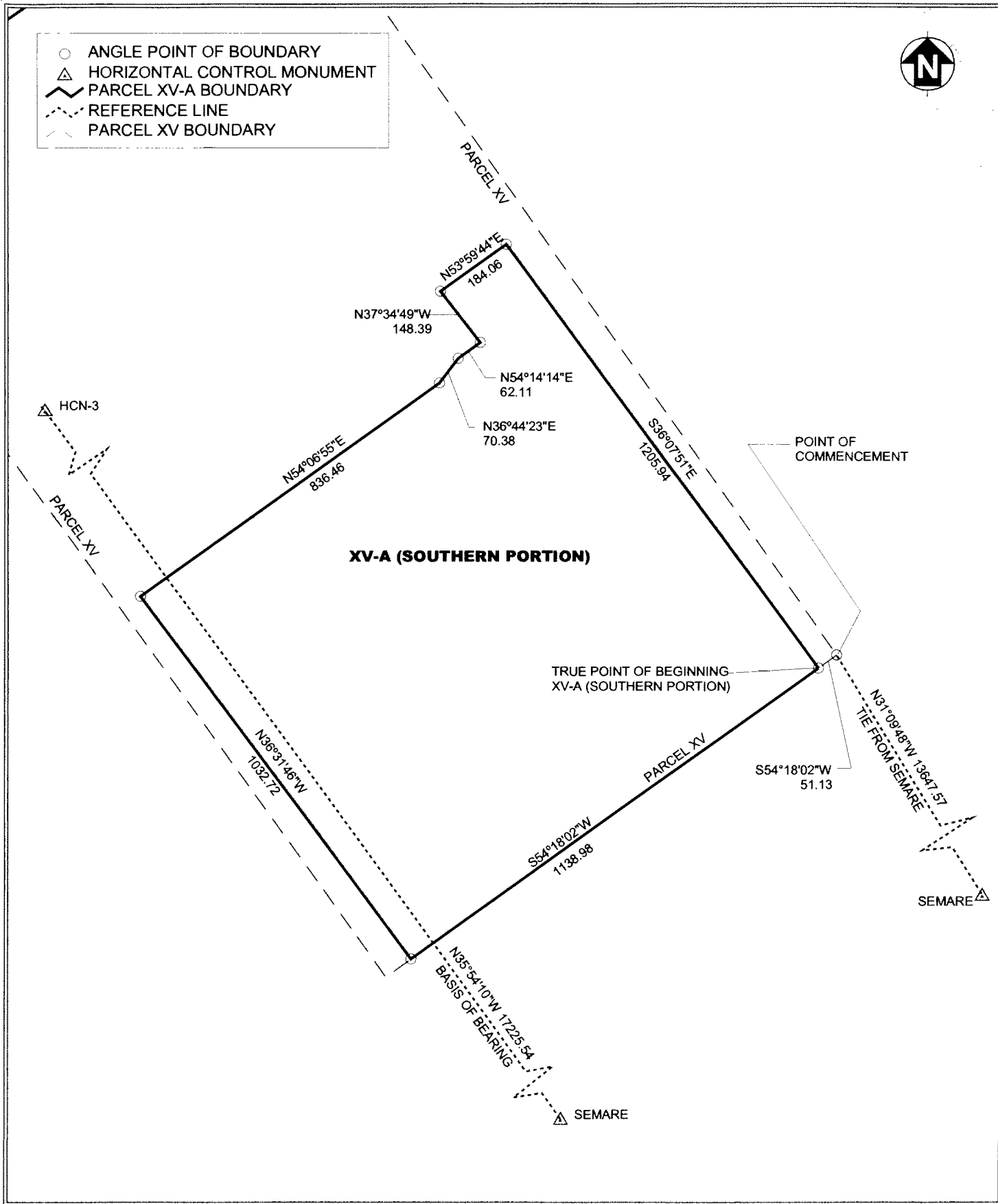
PLS SURVEYS, INC.
 LAND & HYDRGRAPHIC SURVEYORS
 2220 Livingston Street, Suite 202
 Oakland, California 94606-5203
 510.261.0900 FAX 510.261.3303
 e-mail: plssurv@pacbell.net

EXHIBIT B
 PAGE 5 of 6
 PLAT TO ACCOMPANY
 LEGAL DESCRIPTION OF
 PARCEL XV-A

**PARCEL XV-A
 (NORTHERN PORTION)
 MARE ISLAND
 VALLEJO, CALIFORNIA**

0 200 400	
SCALE IN FEET	
DATE	08/17/01
BY	JMB/JET

- ANGLE POINT OF BOUNDARY
- △ HORIZONTAL CONTROL MONUMENT
- PARCEL XV-A BOUNDARY
- - - REFERENCE LINE
- - - PARCEL XV BOUNDARY

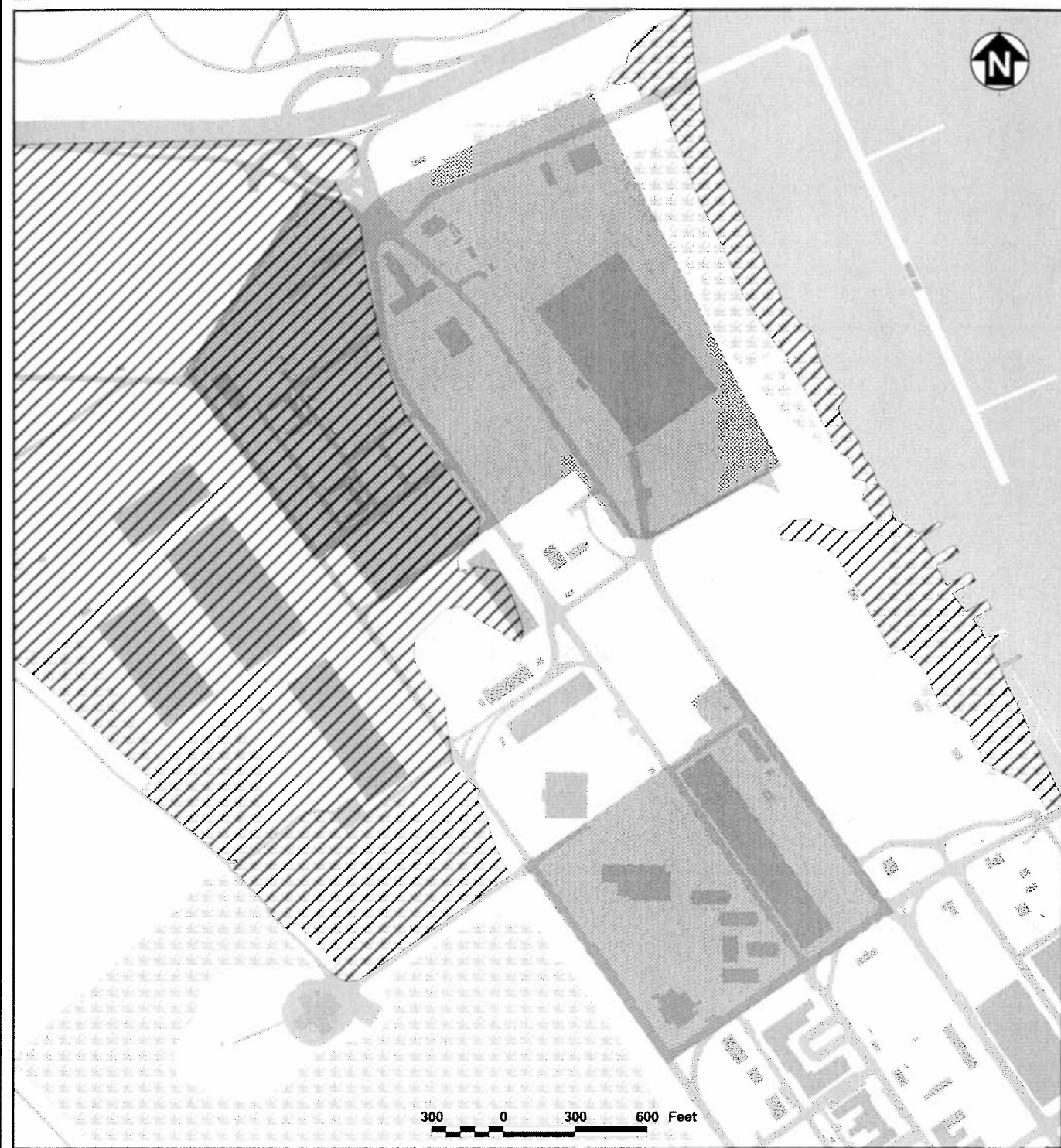


PLS SURVEYS, INC.
 LAND & HYDROGRAPHIC SURVEYORS
 2220 Livingston Street, Suite 202
 Oakland, California 94606-5203
 510.261.0900 FAX 510.261.3303
 e-mail: plssurv@pacbell.net

EXHIBIT B
 PAGE 6 of 6
 PLAT TO ACCOMPANY
 LEGAL DESCRIPTION OF
 PARCEL XV-A

**PARCEL XV-A
 (SOUTHERN PORTION)
 MARE ISLAND
 VALLEJO, CALIFORNIA**

0 150 300
 SCALE IN FEET
 DATE 08/17/01
 BY JMB/JET



- /// FLOOD AREAS (100 YEAR EVENT)
- TRANSFER PARCEL XV-A
- BASEMAP
- Buildings/Structures
- Roads
- Site Features
- Wetlands
- Mudflats
- Water



Tetra Tech EM Inc.

PARCEL XV-A
MARE ISLAND, CALIFORNIA

FIGURE 1
PARCEL BOUNDARY AND
100-YEAR FLOOD EVENT

Summary of Hazardous Material Storage Locations

Parcel	Bldg	Code	Location	MSDS Number	Description	Qty	Units
01-J3	617	1015	N/A	M/00221-10678	VERATHANE	16 LB	LB
01-J3	617	1015	N/A	M/00221-6807	SEALING COMPOUND	4.06 LB	LB
01-J3	617	1015	N/A	M/00221-9374	ACTIVATOR, PHOTOGRAPHIC	0.5 LB	LB
01-J3	617	1015	N/A	M/00221-9447	ISOPROPYL ALCOHOL	12 LB	LB
01-J3	617	1015	N/A	M/00221-9448	CLEANING COMPOUND (WINDSHIELD)	10 LB	LB
01-J3	617	1015	N/A	M/00221-9449	GREASE, AUTOMOTIVE, ARTILLERY	0.63 LB	LB
01-J3	617	1015	N/A	M/00221-9495	ENAMEL, WHITE PAINT	0.75 LB	LB
01-J3	617	1015	N/A	M/00221-9498	AEROSOL LAQUER, OLIVE DRAB	0.25 LB	LB
01-J3	617	1015	N/A	M/00221-9511	ANTIQUUE WHITE PAINT	16 LB	LB
01-J3	617	1015	N/A	M/00221-9734	CLEANING COMPOUND	1 LB	LB
01-J3	617	1015	N/A	M/00221-9936	ADHESIVE, MULTIPURPOSE	4 LB	LB
01-J3	617	1015	N/A	M/00221-10477	EPOXY COATING KIT 150	0 LB	LB
01-J3	617	1015	N/A	M/00221-9035	GREASE AIRCRAFT G-395	0.25 LB	LB
01-J3	617	1015	N/A	M/00221-10665	TCW II OUTBOARD LUBRICANT (OIL)	32 LB	LB
01-J3	617	1015	N/A	M/00221-8672	HI-VIS GEAR CASE LUBE	0 LB	LB
01-J3	617	1015	N/A	M/00221-1212	SURFACE CONDITIONERS	8 LB	LB
01-J3	617	1015	N/A	M/00221-2717	TINTING WHITE PAINT	40 LB	LB
01-J3	617	1015	N/A	M/00221-2903	MET-L-CHEK PENETRAT UP-31	0.19 LB	LB
01-J3	617	1015	N/A	M/00221-3410	LUBRICATING OIL, ENGINE	6 LB	LB
01-J3	617	1015	N/A	M/00221-3782	STAIN LATEX	8 LB	LB
01-J3	617	1015	N/A	M/00221-4403	SILICONE COMPOUND	0.19 LB	LB
01-J3	617	1015	N/A	M/00221-6044	N-BUTYL, ALCOHOL, TECHNICAL	16 LB	LB
01-J3	617	1015	N/A	M/00221-6136	SEALING COMPOUND	0 LB	LB
01-J3	617	1015	N/A	M/00221-6453	XYLENE TECHNICAL	8 LB	LB
01-J3	617	1015	N/A	M/00221-6661	PECAN STAIN	16 LB	LB
01-J3	617	1015	N/A	M/00221-6738	SEALING COMPOUND	0 LB	LB
01-J3	617	1015	N/A	M/00221-6799	WHITE GLOSS PAINT	8 LB	LB
01-J3	617	1015	N/A	M/00221-106	REMOVER SPRAY	0.06 LB	LB
01-J3	617	1015	N/A	M/00221-6416	GREASE, GENERAL PURPOSE	0.09 LB	LB
01-J3	617	1015	N/A	M/00221-317	ANTISEIZE COMPOUND	0.5 LB	LB
01-J3	617	1015	N/A	M/00221-546	ANTISEIZE COMPOUND	0.06 LB	LB
01-J3	617	1015	N/A	M/00221-807	GREASE, SILICONE	0 LB	LB
01-J3	617	1015	N/A	M/00221-1080	GREASE, BEARING (HIGH TEMP.)	0.06 LB	LB
01-J3	617	1015	N/A	M/00221-3744	CAULKING LATEX	0.88 LB	LB
01-J3	617	1015	N/A	M/00221-3779	LUBRICANT, SOLID FILM	0 LB	LB
01-J3	617	1015	N/A	M/00221-4386	GREASE, MOLYBDENUM	0.32 LB	LB
01-J3	617	1015	N/A	M/00221-4430	FLUX SOLDERING	0 LB	LB
01-J3	617	1015	N/A	M/00221-4642	BASE B-PAINT (BROWN)	16 LB	LB
01-J3	617	1015	N/A	M/00221-4958	HYDRAULIC FLUID, AUTO TRANS	1 LB	LB
01-J3	617	1015	N/A	M/00221-5195	EPOXY COATING KIT #151	0 LB	LB
01-J3	617	1015	N/A	M/00221-9089	JOINT COMPOUND	16 LB	LB

Summary of Hazardous Material Storage Locations

Parcel	Bldg	Code	Location	MSDS Number	Description	Qty	Units
01-J3	617	1015	N/A	M/00221-6411	ALCOHOL DENATURED TYPE III	0.1 LB	LB
01-J3	617	1015	N/A	M/00221-2904	MET-L-CHEK DEVELOPER DC10	0.13 LB	LB
01-J3	617	1015	N/A	M/00221-6449	DETERGENT, GENERAL PURPOSE	0 LB	LB
01-J3	617	1015	N/A	M/00221-6497	ENAMEL, GLOSS, RED PAINT	4 LB	LB
01-J3	617	1015	N/A	M/00221-6534	ISOPROPYL ALCOHOL, TECH	0 LB	LB
01-J3	617	1015	N/A	M/00221-6704	EXTERIOR ACRYLIC, BUFF COLOR	40 LB	LB
01-J3	617	1015	N/A	M/00221-7037	GREASE, GENERAL PURPOSE	17 LB	LB
01-J3	617	1015	N/A	M/00221-7121	CAULKING COMPOUND	0.88 LB	LB
01-J3	617	1015	N/A	M/00221-7485	GLASS CLEANER	0.75 LB	LB
01-J3	617	1015	N/A	M/00221-7672	GREASE, BALL & ROLLER BEARING	4 LB	LB
01-J3	617	1015	N/A	M/00221-8109	DERUSTO PAINT	0 LB	LB
01-J3	617	1015	N/A	M/00221-8286	DETERGENT, GENERAL PURPOSE	0.31 LB	LB
01-J3	617	1015	N/A	M/00221-8352	CORROSION PREVENTIVE COMPOUND	0 LB	LB
01-J3	617	1015	N/A	M/00221-8672	HI-VIS GEAR CASE LUB	10 LB	LB
01-J3	617	1015	N/A	M/00221-8239	GREASE, PLUG & VALVE	0.13 LB	LB
01-J3	617	1015	N/A	M/00221-9450	PENETRATING FLUID	0.25 LB	LB
01-J3	617	1015	N/A	M/00221-8947	LUBRICATING OIL, GENERAL PURPOSE	40 LB	LB
01-J3	617	1015	N/A	M/00221-9955	MINWAX, STAIN	8 LB	LB
01-J3	617	1015	N/A	M/00221-9573	DENT FILLER PTA	0 LB	LB
01-J3	617	1015	N/A	M/00221-896	WIRE PULLING LUBRICANT	2 LB	LB
01-J3	617	1015	N/A	M/00221-8879	WHITE BASE PAINT	8 LB	LB
01-J3	617	1015	N/A	M/00221-8733	NEOPRENE GLUE KIT	0 LB	LB
01-J3	617	1015	N/A	M/00221-8731	WAX AUTOMOBILE	3 LB	LB
01-J3	617	1015	N/A	M/00221-8575	LUBRICATING OIL, GENERAL PURPOSE	0.94 LB	LB
01-J3	617	1015	N/A	M/00221-813	SANDING SEALER	16 LB	LB
01-J3	617	1015	N/A	M/00221-8070	PRIMER COATING WHITE	4 LB	LB
01-J3	617	1015	N/A	M/00221-7464	PENETRATING OIL	2 LB	LB
01-J3	617	1015	N/A	M/00221-2902	MET-L-CHEK REMOVER ES9	0.13 LB	LB
01-K	571	1082-01	N/A	M/00221-09307	SEALTIGHT INTX	1280 LB	LB
01-K	571	1082-01	N/A	M/00221-08918	EPOXY RESIN HI-7012 PART A	1280 LB	LB
01-K	571	1082-3	BU	M/00221-10339	EXTERIOR WOOD FINISH ALL COLORS	64 LB	LB
01-K	571	1082-3	BU	M/00221-07214	MOLDKOTE 1914A	6 LB	LB
01-K	571	1082-2	CE/UT SHOP	M/00221-10559	HYDRAULIC FLUID	3520 LB	LB
01-K	571	1082-2	CE/UT SHOP	M/00221-10421	MIL-L-2105C AM 2 GRADE 80W/90	3520 LB	LB
01-K	571	1082-2	CE/UT SHOP	M/00221-07107	OE-10 (MC 1092) LUBRICATING OIL, ENGINE	3520 LB	LB
01-K	571	1082-01	N/A	M/00221-10769	HYDRO-CURE CLEAR CC-309-1W	320 LB	LB
01-K	571	1082-01	N/A	M/00221-06335	GREASE, AUTOMOTIVE & ARTILLERY	1920 LB	LB
01-K	571	1082-01	N/A	M/00221-03429	USG READY-MIXED JOINT COMPOUND	384 LB	LB
01-K	571	1082-01	N/A	M/00221-04409	ANTIFREEZE, ETHYLENE GLYCOL	3520 LB	LB
01-K	571	1082-01	N/A	M/00221-00887	CRC CABLE CLEAN AEROSOL	18.24 LB	LB
01-K	571	1082-2	CE/UT SHOP	M/00221-04233	CITRIKLEEN	1280 LB	LB

EXHIBIT 'D'

Summary of Hazardous Material Storage Locations

Parcel	Bldg	Code	Location	MSDS Number	Description	Qty	Units
01-K	571	1082-01	N/A	M/00221-08052	SCOTCH-KOTE BRAND ELECTRICAL COATING	19.2 LB	LB
01-K	577	672-0334	OUT. XFMR ENC., N.E.	M/00221-03012	NOVOID X G&W 222	128 LB	LB
01-K	577	672-0334	OUT. XFMR ENC., N.E.	M/00221-09007	NOVOID X	1280 LB	LB
01-K	577	672-0334	OUT. XFMR ENC., N.E.	M/00221-08246	CO-21 INSULATING COMPOUND	128 LB	LB
01-K	577	672-0334	OUT. XFMR ENC., N.E.	M/00221-06670	GULF PETROLATUM AMBER	50 LB	LB
01-K	577	672-0334	OUT. XFMR ENC., N.E.	M/00221-03010	NOVOID A (G&W SPEC 220)	128 LB	LB
01-K	577	672-0333	OUT. EAST XFMR ENC.,	M/00221-01162	RTemp FLUID	2880 LB	LB
01-K	577	672-0333	OUT. EAST XFMR ENC.,	M/00221-05491	INSULATING OIL	16000 LB	LB
01-K	577	672-0334	OUT. XFMR ENC., N.E.	M/00221-08245	MAC K TYPE OIL-PACKED TAPE	192 LB	LB
01-M	755	1162-3	F2, N	M/00221-00373	SCOTCH BRAND 6065 SPRA-MOUNT ADHESIVE	19.84 LB	LB
01-M	755	1162-3	F2, N	M/00221-00615	BESTLINE SOLVENT & THINNER (COMM. HEXANE)	128 LB	LB
01-M	755	1162-3	F2, N	M/00221-01239	DEVELOPER FLUID CONTAINED IN FILM POD	64 LB	LB
01-M	755	1162-3	F2, N	M/00221-07825	GLASS CLEANER, REGULAR	64 LB	LB
01-M	755	1162-3	F2, N	M/00221-07858	WD-40 SPRAY CANS	1.92 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-10003	2 INDUSTRIAL STRENGTH LUBE	3.84 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-10014	ACETONE	5.12 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-10016	FORMULA II HAND CLEANER W/LANOLIN	1.6 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-10024	GOLDMIST AEROSOL	0.64 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-10076	COLBRI GAS REFILL	0.54 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-10135	BLACK FLAG FLYING INSECT KILLER REG SCEN	1.92 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-10150	CONTACT KLEEN	0.64 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-10165	WELDWOOD CONTACT CEMENT (REG)	0.48 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-07858	WD-40 SPRAY CANS	1.44 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-03098	AEROSOL SPRAY PAINTS, LEAD FREE COLORS	1.92 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-10204	TF SOLVENT C880,C1680,C2480	3.84 LB	LB
01-P	989	460-33	W. SIDE, INTERIOR	M/00221-03684	SOLDER FLUX REMOVER #22-270	1.92 LB	LB
01-P	989	460-33	W. SIDE, INTERIOR	M/00221-04188	DUST OFF (AEROSOL CAN)	1.18 LB	LB
01-P	989	460-33	W. SIDE, INTERIOR	M/00221-04390	ISOPROPYL ALCOHOL	2.56 LB	LB
01-P	989	460-33	W. SIDE, INTERIOR	M/00221-05642	GRAMOLIN R-5 SPRAY	2.56 LB	LB
01-P	989	460-33	W. SIDE, INTERIOR	M/00221-06372	LENS AND MIRROR CLEANER, LENS AND PLATEN	2.56 LB	LB
01-P	989	460-33	W. SIDE, INTERIOR	M/00221-08406	DPL LUBRICANT CD-14	0.16 LB	LB
01-P	989	460-33	W. SIDE, INTERIOR	M/00221-08407	STATIC FREE C1600	0.16 LB	LB
01-P	989	460-33	W. SIDE, INTERIOR	M/00221-08408	70 PSI CM15	2.56 LB	LB
01-P	989	460-33	W. SIDE, INTERIOR	M/00221-10135	BLACK FLAG FLYING INSECT KILLER REG SCENT	0.8 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-00615	BESTLINE SOLVENT & THINNER (COMM. HEXANE)	64 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-01043	FORMULA 409 SPRAY AND WIPE	10.24 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-02163	FREEZ-IT (C-150)	2.4 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-08405	ELECTRO-WASH C100,C500,C5500	3.84 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-08401	FLUX-OFF NR C891,C1691,C2491	3.84 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-09997	SOLDER FLUX (ALL METALS)	0.32 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-09996	FREEZE MIST II (ANTI-STATIC)	1.6 LB	LB

Summary of Hazardous Material Storage Locations

Parcel	Bldg	Code	Location	MSDS Number	Description	Qty	Units
01-P	989	460-34	NE SIDE IN	M/00221-09995	NICKEL PAINT	0.32 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-09994	REG HEAVY DUTY STATICIDE	0.32 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-09989	DURABOND SPACKLING PUTTY PASTE R/U	1.28 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-02753	LIQUID WRENCH	1.28 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-09983	ETHANOL (DENATURED)	2.56 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-02788	GRADE A SEALANT	2.56 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-07620	LPS 3 HEAVY DUTY RUST INHIBITOR	0.96 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-07399	GRADE AA WELD SEALANT	1.92 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-05642	CRAMOLIN R-5 SPRAY	2.88 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-05000	TF SOLVENT #11001, 11003, 31001, 31027,	3.2 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-04390	ISOPROPYL ALCOHOL	2.56 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-10001	PAINT THINNER	5.12 LB	LB
01-P	989	460-34	NE SIDE IN	M/00221-09985	LIGHTER FLUID FOR CHARCOAL BRIQUETS	5.12 LB	LB

Total Number of Hazardous Material Storage Buildings: 5

Total Number of Hazardous Material Storage Items: 136