

**Marc C. Tonnesen**  
**Assessor/Recorder**

ES-EPN

10/14/2022  
 1:44:57 PM  
 AR77  
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Doc # 202200065813



Titles: 1 Pages: 38

Fees	\$0.00
Taxes	\$0.00
SB2 Fee	\$0.00
Other	\$0.00
<b>Paid</b>	<b>\$0.00</b>

RECORDING REQUESTED BY  
 AND WHEN RECORDED RETURN TO:

City of Vallejo  
 P.O. Box 3068  
 555 Santa Clara Street  
 Vallejo, CA 94590  
 Attn: City Clerk

Record for the Benefit of  
 the City of Vallejo  
 Pursuant to Government Code  
 Section 27383

Exempt from fee per GC 27388.1 (a) (2); recorded concurrently in connection  
 with a transfer subject to the imposition of documentary transfer tax



### WATER SYSTEM REIMBURSEMENT AGREEMENT

This WATER SYSTEM REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into as of October 12, 2022 ("**Effective Date**"), by and between the CITY OF VALLEJO, a California municipal corporation ("**City**"), and THE NIMITZ GROUP, LLC, a California limited liability company ("**Developer**").

#### Recitals

The following Recitals are a substantive part of this Agreement.

A. City and Developer are parties to that certain Disposition and Development Agreement ("**DDA**") dated May 24, 2022, recorded in the Official Records of the County of Solano as Instrument No. 202200037422, which provides, among other things, for (i) City's phased conveyance to Developer of approximately 157 acres of real property comprising a portion of Mare Island Reuse Area 1-A, consisting of the City-Owned Property and Navy-Owned Property (collectively, the "**Property**"), as described in the DDA, excluding certain existing storm drain and sanitary sewer lines and ancillary above and below ground facilities and improvements (collectively, "**Sewer Lines**") and existing potable and fire suppression water lines and ancillary above and below ground facilities and improvements (collectively, "**Water Lines**") located on and under such Property, which will be retained by Vallejo Flood and Waste Water District ("**VFWD**") and City, respectively; (ii) Developer's construction and installation of new backbone infrastructure improvements, including roadways, pedestrian paths, and other public rights-of-way and public access facilities; potable water, sanitary sewer, storm water, electrical, telephone/cable/data and natural gas lines, conduits and facilities; parks; landscaping; public

parking; and lighting; and other public facilities and utilities in connection with Developer's development of the Property; and (iii) Developer's commitment, on behalf of itself and its successors and assigns, to reimburse VFWD and City for certain costs incurred by VFWD and City in connection with the ongoing maintenance and repair of such existing Sewer Lines and Water Lines, until such time as Developer or its successors or assigns have upgraded and/or replaced the existing Sewer Lines and Water Lines with new storm drain and sanitary sewer facilities and improvements and new potable and fire suppression water lines, facilities and improvements and such new facilities and improvements, together with customary easements for same, have been accepted by VFWD or City, as applicable. Nothing herein shall be deemed to prohibit City and Developer from pursuing alternatives to public dedication of new facilities and improvements, including establishment of privatized utility systems, to the extent acceptable to City and Developer, each in its sole and absolute discretion. Capitalized terms not otherwise defined herein shall have the meanings set forth in the DDA.

B. Concurrently herewith, City is conveying to Developer the City-Owned Property described in Attachment No. 1 attached hereto and incorporated herein so that Developer may undertake certain planning related work and thereafter undertake comprehensive redevelopment of the City-Owned Property and, following Developer's acquisition of the Navy-Owned Property from City as provided in the DDA, the balance of such Property, all as provided in the DDA.

C. City has agreed to provide Developer requested flexibility regarding timing of development of the Property on the condition that Developer commit to reimburse City for the ongoing costs to be incurred by City in connection with the maintenance and repair of the existing Water Lines retained by City until such time as Developer or its successors or assigns have upgraded and/or replaced such existing Water Lines with new potable and fire suppression water lines and ancillary facilities and improvements and such new infrastructure improvements, together with customary easements for same, have been accepted by City, all as set forth herein and in the DDA.

D. City has determined that by entering into this Agreement, City will promote orderly growth and quality development on Mare Island in accordance with the goals and policies set forth in the Reuse Plan and the City's General Plan.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the parties hereby agree as follows:

#### Agreements

1. Term. The term ("***Term***") of this Agreement shall commence on the Effective Date set forth above and shall continue in effect until such time as Developer has upgraded and/or replaced all of the existing Water Lines with new potable and fire suppression water lines and ancillary facilities and improvements and such new infrastructure improvements, together with customary easements for same, have been accepted by City. As and when the existing Water Lines are upgraded and/or replaced by Developer and accepted by City, City upon written request of Developer, shall execute and record a notice of termination or other similar instrument evidencing the termination of this Agreement as to the Property or portion thereof, as applicable.

2. Reimbursement Obligation. For the Term of this Agreement, Developer, at its sole cost and expense, shall bear all actual labor and materials costs and expenses directly or indirectly incurred or payable by City in connection with maintenance and repair of the existing Water Lines ("**Eligible Costs**"). The scope of anticipated maintenance and repair work includes, by way of illustration and without limitation, the tasks and services described in Attachment No. 2 attached hereto and incorporated herein. Developer acknowledges that the existing Water Lines are well beyond their anticipated useful life and that Developer's decision to delay development of the Property and associated upgrading and/or replacement of the existing Water Lines is likely to result in escalating maintenance and repair costs over time. City shall have the right to perform Water Lines maintenance and repair work with its own staff and/or outside contractors as determined by City in its sole discretion. If City utilizes outside contractors to perform such work, those contractors will be properly licensed and insured and selected through applicable City contracting procedures, including competitive bidding to the extent applicable. To the extent Water Lines maintenance and repair work is performed by City personnel, Developer shall pay the fully-loaded hourly cost of such personnel at the then current hourly rates for such personnel as reasonably determined by City. For convenience of reference, the fully loaded hourly rates for City Water Department staff as of the Effective Date are listed in the Hourly Rate Sheet attached hereto as Attachment No. 3 and incorporated herein. Developer acknowledges that the rates set forth in the Hourly Rate Sheet will be adjusted annually by City, and upon request by Developer from time to time during the Term the City shall provide Developer with updated copies of City's then current Hourly Rate Sheet. To the extent Waterline maintenance and repair work is performed by third-party contractors, Developer shall pay the actual out-of-pocket costs of such work, plus an administrative fee equal to 20% of the cost of such work. Developer's obligation to reimburse City for Eligible Costs incurred by City during the Term shall survive the expiration or termination of this Agreement.

3. Deposit and Payment.

a. Deposit. Upon execution of this Agreement, Developer shall deposit with City the sum of Thirty Thousand Dollars (\$30,000) in cash or other immediately available funds ("**Deposit**"). The Deposit shall be held by City in a non-interest bearing account. The Deposit is not a "source of income" within the meaning of the California Political Reform Act (pursuant to California Government Code Section 87103.6).

b. Payment Process. City is authorized to pay or deduct from the Deposit all bills, invoices or demands for Eligible Costs. City shall draw upon the Deposit and pay each Invoice in full, without deduction or offset, within thirty (30) calendar days of the Invoice date (or such longer time period as provided under the applicable Invoice) to the extent sufficient Deposit funds are available. If the amount of any unpaid Invoice(s) exceeds the available Deposit funds, City shall promptly notify Developer in writing, and Developer shall have twenty (20) business days after the date of City's notice to deposit with City cash or other immediately available funds to cover any such Invoice(s), which notice shall include copies of all applicable cost verification documents.

c. Deposit Replenishment. If the funds in the Deposit amount to less than Ten Thousand Dollars (\$10,000), Developer shall replenish the Deposit to the full

amount set forth in subsection 3.a. above, by remitting to City cash or other immediately available funds in the required amount within twenty (20) business days following City's written demand therefor, which demand shall be accompanied by a copy of each invoice, bill, or other evidence or reasonable substantiation of Eligible Costs ("**Invoice**") evidencing amounts previously paid by City from Developer's Deposit. Developer's failure to timely replenish the Deposit will result in a Late Charge in accordance with Section 3.d.

d. Late Charge. Late replenishment of the Deposit or late payment of any Eligible Costs will cause City to incur additional costs, including administration and collection costs and processing and accounting of expenses ("**Delinquency Costs**"). If Developer has not timely replenished the Deposit or timely paid Eligible Costs as provided in this Agreement, Developer shall immediately be charged a late charge of five percent (5%) of the delinquent amount ("**Late Charge**" or "**Late Charges**"). City is authorized to deduct any and all Late Charges from the Deposit. City and Developer recognize that the expenses City shall suffer as a result of Developer's failure to make timely payments is difficult to ascertain and agree that the five percent (5%) late charge represents a reasonable estimate of the Delinquency Costs that would be incurred by City by reason of late payment by Developer. Late Charges are in addition to any penalties, late charges, and/or interest assessed by third parties under any Invoice. City's acceptance of any Late Charge does not prevent City from exercising any rights and remedies available under this Agreement, at law, or in equity, all of which are and shall remain available to City.

e. Interest on Unpaid Amounts. In the event Developer fails to timely reimburse City for Eligible Costs, any unpaid amount shall accrue interest at 5% per annum, compounded annually, or the maximum amount allowed under applicable law, whichever is less. Interest on unpaid amounts is in addition to any Late Charges assessed by City, as well as late charges, penalties, and/or interest assessed by third parties under any Invoice.

f. Return of Deposit. Within thirty (30) days following expiration or termination of this Agreement, City shall refund that portion of the Deposit (if any) that has not been expended or committed by City.

4. Notice of Maintenance and Repair Work. City shall provide Developer with at least 72-hours prior notice of scheduled Water Lines maintenance and repair work, except in case of emergency repairs, in which case City shall endeavor to provide telephonic notice to Developer prior to commencing such work. City's failure to provide such prior notice shall not relieve Developer of its obligation to reimburse City for the Eligible Costs of such work.

5. Recording; Amendment upon Acquisition of Navy-Owned Property. This Agreement shall be recorded with the County of Solano Recorder's Office upon execution. Upon City's acquisition of fee title to the Navy-Owned Property or portion thereof from the Navy and conveyance thereof to Developer pursuant to the DDA, City and Developer, upon request by either party, shall execute and record an amendment to this Agreement to add the Navy-Owned

Property or portion thereof to the property which is the subject of this Agreement as of the Effective Date.

6. Covenants Run with the Land. All covenants contained in this Agreement shall be covenants running with the land, but only for the duration of the Term, and thereafter shall be of no further force or effect. All covenants in this Agreement shall be binding for the benefit of the City and such covenants shall run in favor of the City for the Term, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate, but only for the duration of the Term.

7. Statement of Good Faith. The parties acknowledge and agree the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the cyclical nature of the real estate development business. Each party was represented by counsel in negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the parties at their respective addresses shown below.

<u>To Developer:</u>	The Nimitz Group, LLC c/o Southern Land Company 1195 Walnut Ave Vallejo, CA 94592 Attn.: Andrea Jones Telephone: (707) 356-8810
<u>With a copy to:</u>	The Nimitz Group, LLC c/o Southern Land Company Attn.: Legal Department 3990 Hillsboro Pike, Ste. 400 Nashville, TN 37215 Email: legal.notices@southernland.com
<u>To the City:</u>	City of Vallejo P.O. Box 3068 555 Santa Clara Street Vallejo, CA 94590 Attn: City Manager Telephone: (707) 648-4576

With a copy to:

City of Vallejo  
P.O. Box 3068  
555 Santa Clara Street  
Vallejo, CA 94590  
Attn: City Attorney  
Telephone: (707) 648-4545

9. Representations of City. City represents and warrants to Developer (i) it has secured all approvals necessary to duly authorize the execution, delivery and performance of this Agreement and its obligations hereunder, and (ii) it is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of any law, any order of any court or other agency or authority of government, or any agreement or instrument to which the City is a party or by which the City is bound, and (iii) this Agreement is a legal, valid and binding obligation of the City and is enforceable in accordance with its terms.

10. Representations and Covenants of Developer. Developer represents and warrants to City (i) it is duly organized and is authorized to conduct business in the State of California, and (ii) it is authorized and has the power under the laws of the State of California to enter into this Agreement and the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement, and (iii) the performance of its obligations hereunder will not violate, result in a breach of, or constitute a default under, any agreement or instrument to which such Developer is a party or by which Developer is bound, and this Agreement is a legal, valid and binding obligation of such Developer enforceable in accordance with its terms. During the Term of this Agreement, Developer will not voluntarily seek to invalidate this Agreement.

11. City's Enforcement Rights; Mortgagee Protection. In the event that Developer fails to make any payment to City by the date such payment is due, the City shall have a lien on the Property, or applicable portion thereof, for the amount of such Eligible Costs, which lien shall be perfected by the recordation of a "Notice of Claim of Lien" against the Property or applicable portion thereof. Any lien in favor of the City created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded on title to the Property, or applicable portion thereof, as of the date of the recordation of the Notice of Claim of Lien, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust. City may also pursue any and all other remedies available in law or equity in the event of a breach of Developer's obligations and covenants set forth herein.

12. Miscellaneous.

(a) Relationship. Nothing contained herein, shall be construed as creating a relationship of principal and agent, employer or employee, partnership, joint venture, or other relationship between City and Developer.

(b) Attorneys' Fees. If, by reason of any default on the part of any party in the performance of its respective obligations hereunder, the non-defaulting party employs one or more attorneys, the defaulting party shall pay the non-defaulting party's reasonable costs, expenses, and attorneys' fees reasonably expended or incurred by the non-defaulting party in connection therewith, whether or not suit is instituted.

(c) Non-Waiver. The failure of any party to exercise any of its rights under this Agreement or to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any such right or of any subsequent default of the same or a similar nature.

(d) Severability. Invalidation of any one of the provisions of this Agreement shall in no way affect any other provision each of which shall remain in full force and effect.

(e) Entire Agreement. This Agreement, together with the DDA, is fully integrated and contains the entire agreement between the parties as to the subject matter hereof. There are no representations, inducements or promises of any kind other than expressly stated herein. This Agreement may not be modified except by a writing signed by all parties.

(f) Construction and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of California, without reference to choice of laws principles, and, unless otherwise required by applicable law, the parties agree that any action brought by either party under or in relation to this Agreement, including without limitation to interpret or enforce any provision of this Agreement, shall be brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of, any state court located in Solano County, California, or, if there is federal jurisdiction, the United States District Court (Eastern District) Sacramento. This Agreement is deemed to be joint work product of the parties, and shall not be construed against any particular party as the drafter.

(g) Captions. The captions in this Agreement are for convenience and ease of reference only, and in no way define or limit the intent of this Agreement.

(h) Incorporation of Recitals and Attachments. The recitals of this Agreement and the attachments hereto are hereby incorporated into the body of this Agreement as though fully set forth herein.

(i) Independent Representation. Each of the parties to this Agreement is equally sophisticated. Each has conducted an independent investigation of all facts and circumstances they consider necessary or desirable. And each has consulted with its respective attorneys and advisors, to the extent it considers necessary or desirable, before entering into this Agreement.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. The signature pages of multiple counterparts may be combined into a single document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

CITY:

City of Vallejo, a California municipal corporation

By: Michael Malone  
Michael Malone, City Manager  
*[Signature must be notarized]*

ATTEST:

Dawn G. Abrahamson  
Dawn G. Abrahamson, City Clerk

APPROVED AS TO FORM:

Veronica Webb  
Veronica Webb, City Attorney

DEVELOPER:

THE NIMITZ GROUP, LLC, a California limited liability company

By: Southern Land Company, LLC, a Tennessee limited liability company

Its: Manager

**Signed In Counterpart**

By: Brian Sewell  
*[Signature must be notarized]*

Its: President and Chief Operating Officer

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. The signature pages of multiple counterparts may be combined into a single document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

CITY:

City of Vallejo, a California municipal corporation

**Signed In Counterpart**

By: \_\_\_\_\_  
Michael Malone, City Manager  
*[Signature must be notarized]*

ATTEST:

**Signed In Counterpart**

\_\_\_\_\_  
Dawn G. Abrahamson, City Clerk

APPROVED AS TO FORM:

**Signed In Counterpart**

\_\_\_\_\_  
Veronica Nebb, City Attorney

DEVELOPER:

THE NIMITZ GROUP, LLC, a California limited liability company

By: Southern Land Company, LLC, a Tennessee limited liability company

Its: Manager

By: \_\_\_\_\_  
Brian Sewell  
*[Signature must be notarized]*

Its: President and Chief Operating Officer

NOTARY ACKNOWLEDGMENTS

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )

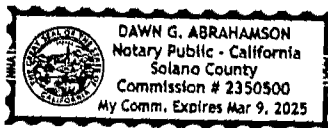
COUNTY OF Solano )

On October 26, 2022, before me, Dawn G. Abrahamson,  
*notary public* Name And Title Of Officer (e.g. "Jane Doe, Notary Public")  
personally appeared Michael Malone,  
Name of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Dawn G. Abrahamson  
Signature of Notary Public

NOTARY ACKNOWLEDGMENTS

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

Tennessee

STATE OF ~~CALIFORNIA~~ Tennessee )  
COUNTY OF Davidson )

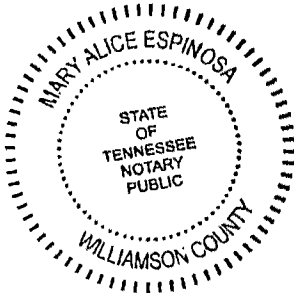
On October 10, 2022, before me, Mary Alice Espinosa, Notary Public  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Brian Sewell  
Name of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Tennessee that the foregoing paragraph is true and correct.

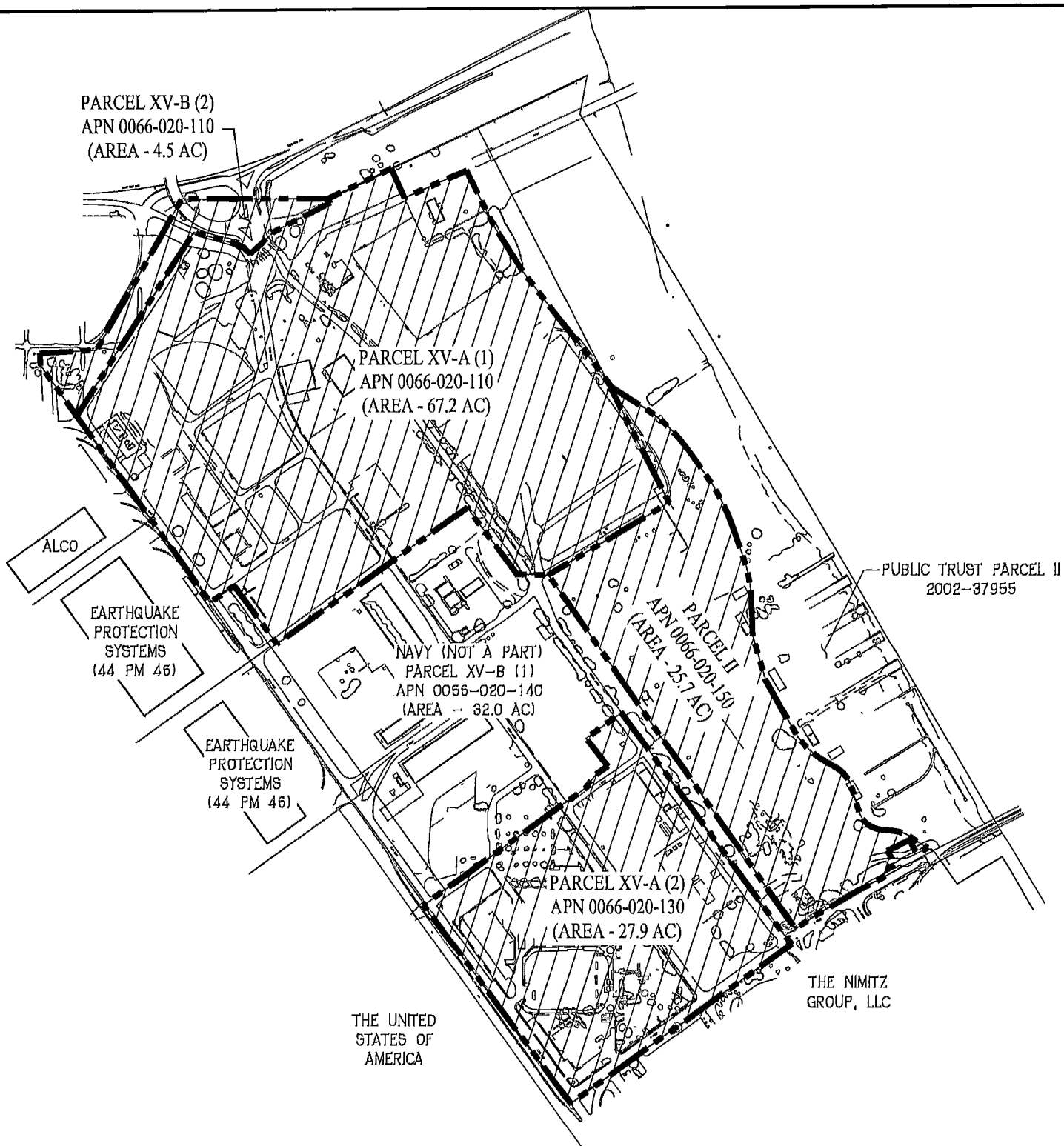
WITNESS my hand and official seal.



Mary Alice Espinosa  
Signature of Notary Public

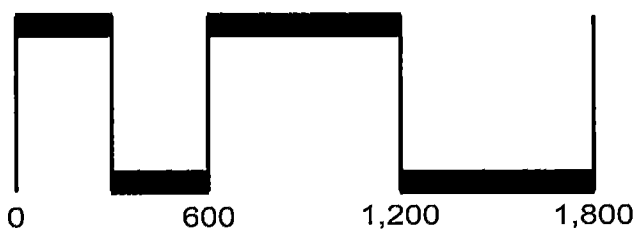
My Commission Expires  
January 26, 2025

**ATTACHMENT NO. 1**  
**PROPERTY LEGAL DESCRIPTION**



# LEGEND

----- CITY PROPERTY



# CITY PROPERTY NORTH MARE ISLAND

CITY OF VALLEJO SOLANO COUNTY CALIFORNIA

DATE: SEPTEMBER 2022 SCALE: 1" = 600'



CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON (925) 866-0322  
ROSEVILLE (916) 788-4456  
WWW.CBANDG.COM

**DESCRIPTION OF CITY-OWNED PROPERTY**

**Real property in the City of Vallejo, County of Solano, State of California, described as follows:**

**LEGAL DESCRIPTION  
FOR  
HUD LOAN - PORTION OF PARCEL II  
NORTH MARE ISLAND, VALLEJO, CALIFORNIA**

A tract of land being a portion of the Former Mare Island Shipyard lying in the City of Vallejo, Solano County, State of California being described as following:

Said Tract of land being a portion of trust termination Parcel II as describes in Mare Island Property Settlement and exchange Agreement Between the State of California and the City of Vallejo on pages 134 and 135 as recorded in Deed Document Number 2002-00037955 in the Official Records of Solano County on March 26, 2002, and a portion of of PARCEL II as shown on Record of Survey filed in Book 24, Surveys, Page 74, Solano County Records, Solano County, and corrected by a certificate of Correction filed 3/12/2002 at Series Number 2002-31491, Solano County, State of California and this tract of land is more particularly described as follows:

Commencing from a Point of Reference at the southwesterly corner of said PARCEL II as shown on said Record of Survey Map filed in Book 24, Surveys, Page 74, and also being the southwesterly corner of said Trust Termination Parcel II as described in Mare Island Property Settlement and Exchange Agreement; said southwesterly corner having California Coordinate System 1983, Zone 2, Coordinates of N=1,801,527.955 feet and E=6,481,191.253 feet

- (f) Thence along the southwesterly boundary line of said of said PARCEL II as shown on said Record of Survey Map filed in Book 24, Surveys, Page 74 and the southwesterly boundary line of the said Trust Termination Parcel II, N34°50'50"W, 43.95 feet to the POINT OF BEGINNING of this Legal Description;
- 1. Thence from said Point of Beginning along the southwesterly boundary line of said PARCEL II as shown on said Record of Survey Map filed in Book 24, Surveys, Page 74, and the southwesterly boundary line of the said Trust Termination Parcel II, N34°50'50"W, 1808.78 feet;
- 2. Thence continuing said southwesterly boundary line of said PARCEL II as shown on said Record of Survey Map filed in Book 24, Surveys, Page 74 and the southwesterly boundary line of the said Trust Termination Parcel II, N59°09'34"E, 590.06 feet;
- 3. Thence continuing said southwesterly boundary line of said PARCEL II as shown on said Record of Survey Map filed in Book 24, Surveys, Page 74, and the southwesterly boundary line of said Trust Termination Parcel II N26°55'36"W, 573.41 feet to the most northerly corner of said Trust Termination Parcel II;
- 4. Thence leaving said southwesterly boundary line of said PARCEL II as shown on said Record of Survey Map filed in Book 24, Surveys, Page 74, and along the northeasterly boundary line of said Trust Termination Parcel II, S37°30'45"E, 26.76 feet;

**LEGAL DESCRIPTION**  
**FOR**  
**HUD LOAN - PORTION OF PARCEL II**  
**NORTH MARE ISLAND, VALLEJO, CALIFORNIA**  
**(Continued)**

5. Thence continuing along the northeasterly boundary line of said Trust Termination Parcel II, S57°33'04"E, 165.16 feet;
6. Thence continuing along the northeasterly boundary line of said Trust Termination Parcel II and along the tangent curve to the right having a radius of 620.00 feet, through a central angle of 22°24'12" for an arc distance of 242.43 feet;
7. Thence along the easterly boundary line of said Trust Termination Parcel II, S35°08'52"E, 145.86 feet;
8. Thence continuing along the easterly boundary line of a said Trust Termination Parcel II and along a tangent curve to the right having a radius of 875.00 feet, through a central angle of 16°15'37" for an arc distance of 248.32 feet;
9. Thence continuing along the easterly boundary line of said Trust Termination Parcel II, S18°53'15"E, 126.73 feet;
10. Thence continuing along the easterly boundary line of said Trust Termination Parcel II and along a tangent curve to the right having a radius of 625.00 feet, through central angle of 16°23'40" for an arc distance of 178.84 feet;
11. Thence continuing along the easterly boundary line of said Trust Termination Parcel II, S2°29'36"E, 154.29 feet;
12. Thence continuing along the easterly boundary line of said Trust Termination Parcel II and along a tangent curve to the left having a radius of 405.00 feet, through a central angle of 27°36' 31" for an arc distance of 195.15 feet;
13. Thence continuing along the easterly boundary line of said Trust Termination Parcel II, S29°11'43"E, 240.78 feet;
14. Thence continuing along the easterly boundary line of said Trust Termination Parcel II and along a tangent curve to the left having a radius of 325.00 feet, through a central angle of 32°46'25" for an arc distance of 185.90 feet;
15. Thence continuing along the easterly boundary line of said Trust Termination Parcel II, S61°25'04"E, 39.18 feet;
16. Thence continuing along the easterly boundary line of said Trust Termination Parcel II and along a tangent curve to the right having a radius of 165.00 feet, through a central angle of 44°58'31" for an arc distance of 129.52 feet;

**LEGAL DESCRIPTION**  
**FOR**  
**HUD LOAN - PORTION OF PARCEL II**  
**NORTH MARE ISLAND, VALLEJO, CALIFORNIA**  
**(Continued)**

17. Thence continuing along the easterly boundary line of said Trust Termination Parcel II, S16°26'33"E, 99.16 feet;
18. Thence continuing along the easterly boundary line of said Trust Termination Parcel II and along a tangent curve to the left having a radius of 105.00 feet, through a central angle of 67°39'37" for an arc distance of 123.99 feet;
19. Thence continuing along the easterly boundary line of said Trust Termination Parcel II, S84°06'10"E, 51.74 feet;
20. Thence continuing along the easterly boundary line of said Trust Termination Parcel II and along a tangent curve to the right having a radius of 155.00 feet, through a central angle of 27°35'24" for an arc distance of 74.64 feet;
21. Thence continuing along the easterly boundary line of said Trust Termination Parcel II, S57°21'06"E, 96.29 feet to the northerly boundary line of EDC Parcel XXI-A as described in Quitclaim Deed from the United States of America to the City of Vallejo having Deed Document number 2002-00126209 as filed in the Official Records of Solano County on October 4, 2002;
22. Thence along said northerly boundary line of said EDC Parcel XXI-A, S62°21'41"W, 57.19 feet to the Southeasterly corner of Parcel One of said EDC Parcel XXI-A;
23. Thence continuing along the northerly boundary of said Parcel One of EDC Parcel XXI-A, N28°23'29"W, 65.00 feet;
24. Thence continuing along the northerly boundary of said Parcel One of EDC Parcel XXI-A, S62°21'41"W, 100.00 feet;
25. Thence continuing along said northerly boundary of said Parcel One of EDC Parcel XXI-A, S27°58'28"E, 65.00 feet;
26. Thence along continuing the northerly boundary of said Parcel One of EDC Parcel XXI-A, S62°21'41"W, 35.00 feet to the most northwesterly corner of said Parcel One of EDC Parcel XXI-A;

**LEGAL DESCRIPTION  
FOR  
HUD LOAN - PORTION OF PARCEL II  
NORTH MARE ISLAND, VALLEJO, CALIFORNIA  
(Continued)**

27. Thence along southwesterly boundary of said Parcel One of EDC Parcel XXI-A, S27°58'28"E, 22.85 feet to the northerly boundary line Eastern Early Transfer EDC Parcel as described in Quitclaim Deed from the United States of America to the City of Vallejo having Deed Document number 2002-00037960 as filed in the Official Records of Solano County on said Eastern Early Transfer EDC Parcel;
28. Thence along the northerly boundary line of said Eastern Early Transfer EDC Parcel, S61°52'06"W, 167.81 feet;
29. Thence continuing along the northerly boundary of said Eastern Early Transfer EDC Parcel, S59°24'29"W, 99.79 feet;
30. Thence continuing along the northerly boundary line of said Eastern Early Transfer EDC Parcel, S60°35'56"W, 85.74 feet;
31. Thence continuing along the northerly boundary line of said Eastern Early Transfer EDC Parcel, S56°30'44"W, 106.18 feet to the intersection with the southwesterly boundary line of said PARCEL II and to the **POINT OF BEGINNING** of this Legal Description.

**END OF DESCRIPTION**

The bearing and distances as mentioned in this legal description are based on the California State Coordinate System, Zone II, (NAD 1983).

All distances are ground, and to obtain grid distances multiply ground distances by 1.000062043

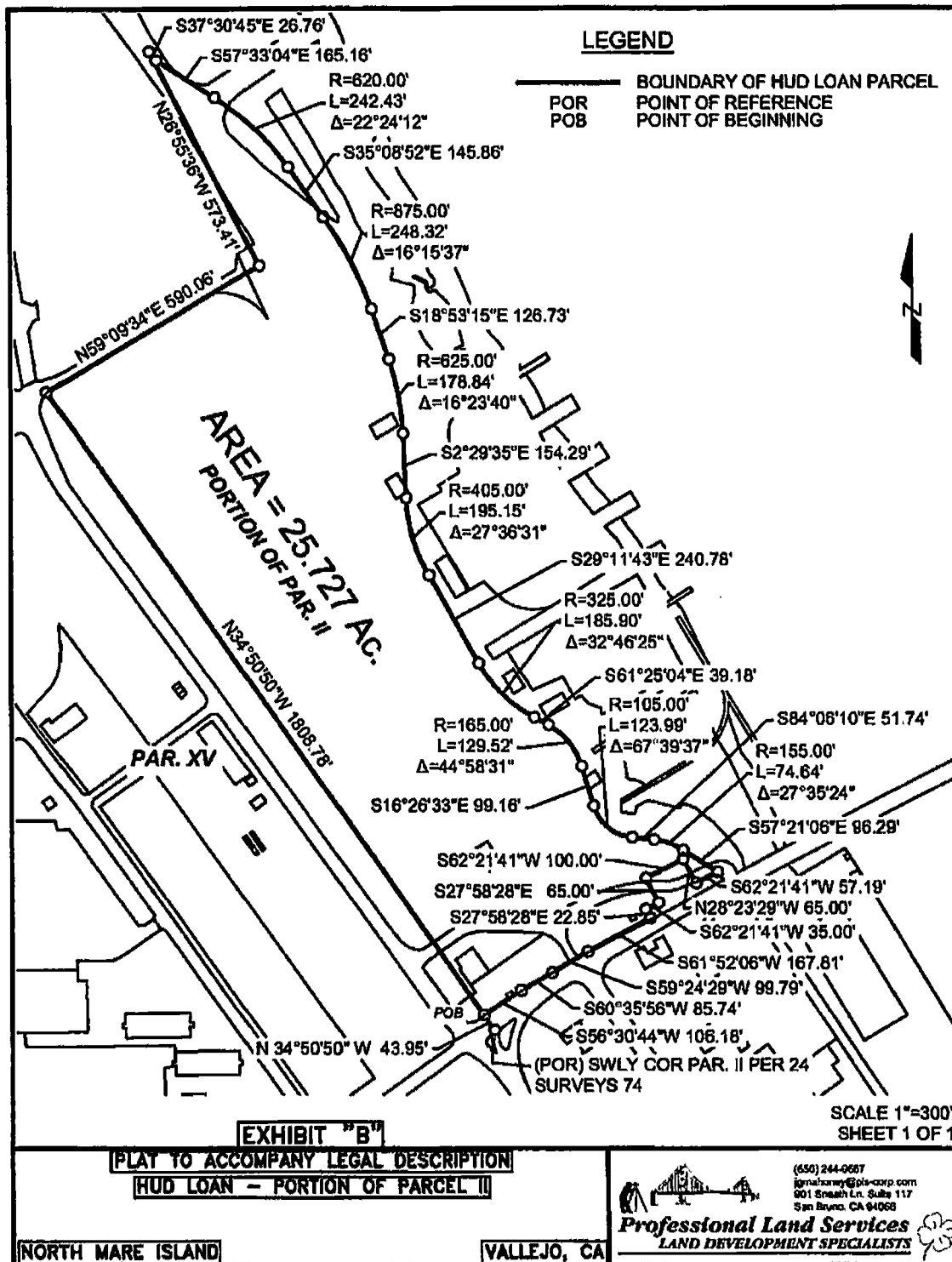
Said Tract of Land contains 25.727 acres, more or less.

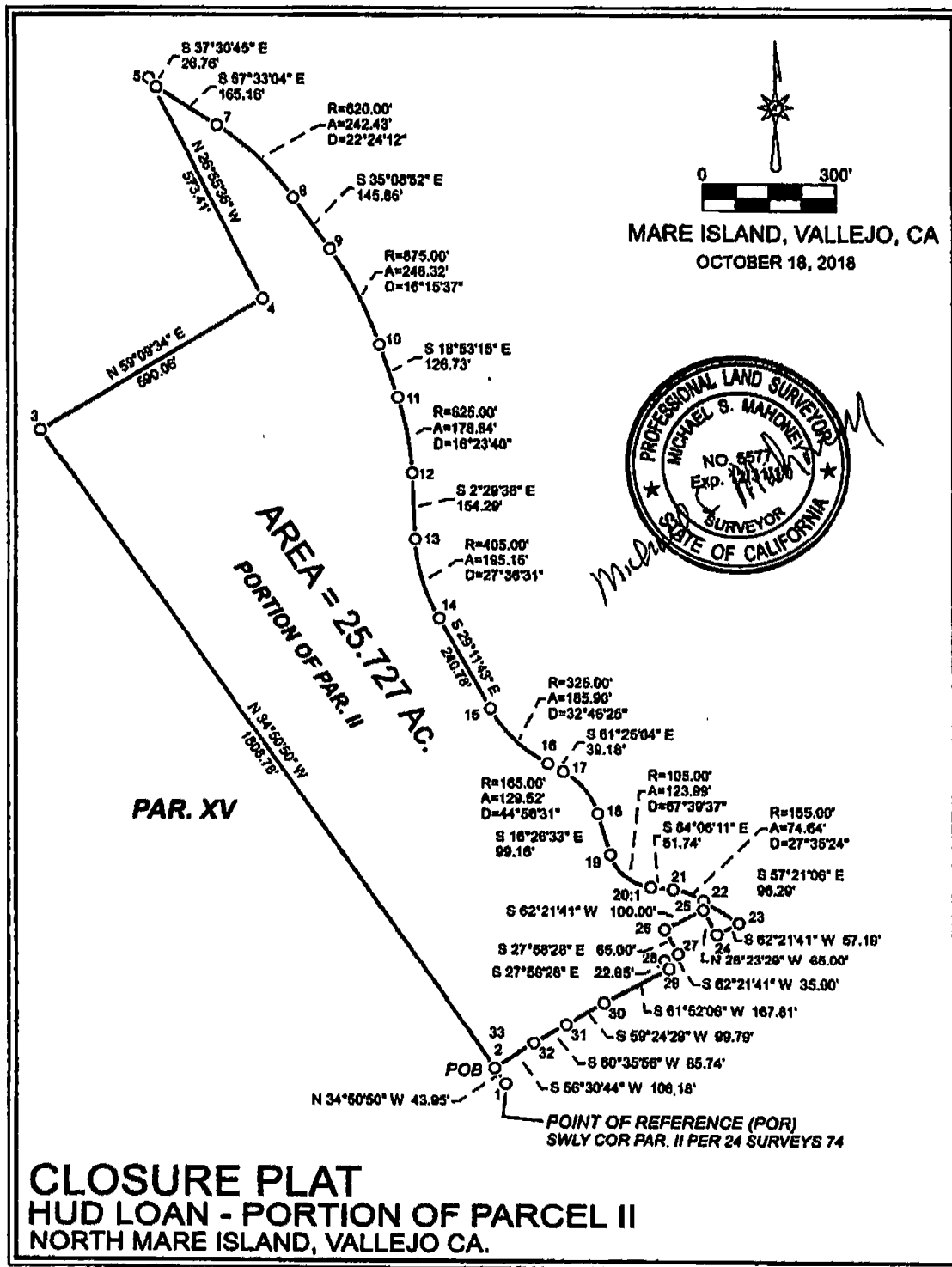
**ALL AS SHOWN ON "PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR  
HUD LOAN NORTH MARE ISLAND, VALLEJO, CALIFORNIA ATTACHED  
HERETO AND MORE APART HEREOF.**

**PREPARED BY:**

*Michael S. Mahoney*  
Michael S. Mahoney, P.L.S.  
10/18/2018







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[ Traverse: PORTION-PAR-II ]

Wednesday, October 24, 2018 13:12:43

1120651.168SqFt 26.727Acres Grid Dist (inverse grid coordinates)

Grid Bearing (inverse grid coordinates)

Point	Type	Grid Bearing	Grid Dist	Radius	Arc Length	Delta	Northing	Eastng	Description
1							1801527.955	6481191.253	POR SWLY COR PAR II
2		N34°50'50"W	43.95				1801584.024	6481168.140	POB
3		N34°50'50"W	1808.78				1803048.451	6480132.621	SWLY BDY
4		N59°09'34"E	590.08				1803350.945	6480639.245	SWLY BDY
5		N26°55'35"W	573.41				1803882.190	6480379.577	SWLY BDY
6		S37°30'45"E	26.78				1803840.984	6480395.872	SWLY BDY
7	PC	S57°33'04"E	165.18				1803752.348	6480535.245	SWLY BDY
8	PT	S48°20'58"E	240.89	620.00	242.43	22°24'12"	1803586.074	6480708.542	NELY BDY
9	PC	S35°08'52"E	145.86				1803486.609	6480793.511	NELY BDY
10	PT	S27°01'04"E	247.49	875.00	248.32	16°15'37"	1803246.329	6480905.837	NELY BDY
11	PC	S18°53'15"E	128.73				1803126.423	6480846.951	NELY BDY
12	PT	S10°41'25"E	178.23	625.00	178.84	18°23'40"	1802851.290	6480980.021	NELY BDY
13	PC	S2°29'38"E	164.28				1802787.146	6480986.734	NELY BDY
14	PT	S16°17'50"E	183.27	-405.00	185.15	27°36'31"	1802611.641	6481040.969	NELY BDY
15	PC	S28°11'43"E	240.78				1802401.449	6481158.419	NELY BDY
16	PT	S45°34'56"E	183.38	-325.00	185.90	32°46'25"	1802273.105	6481269.397	NELY BDY
17	PC	S81°25'04"E	39.18				1802254.361	6481323.802	NELY BDY
18	PT	S38°55'49"E	126.22	165.00	128.52	44°58'31"	1802158.173	6481403.115	NELY BDY
19	PC	S16°26'33"E	99.16				1802061.066	6481431.183	NEV BDY
		S50°16'22"E	118.91	-105.00	123.99	67°39'37"			

TPC Desktop

Page 1

10/24/18 01:13PM

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20:1	PT	S84°06'11"E	51.74				1801888.344	6481521.101	NELY BDY
21	PC	S70°18'27"E	73.92	165.00	74.84	27°35'24"	1801881.028	6481672.667	NELY BDY
22	PT	S57°21'06"E	96.29				1801958.120	6481842.183	NELY BDY
23		S62°21'41"W	57.19				1801904.173	6481723.238	INTER W/NLY BDY PAR XXI-A
24		N28°23'29"W	65.00				1801877.643	6481672.676	SELY BDY & NLY BDY PAR XXI-A
25		S62°21'41"W	100.00				1801934.825	6481841.868	SELY BDY & NLY BDY PAR XXI-A
26		S27°58'28"E	65.00				1801888.436	6481553.078	SELY BDY & NLY BDY PAR XXI-A
27		S62°21'41"W	35.00				1801831.030	6481583.568	SELY BDY & NLY BDY PAR XXI-A
28		S27°58'28"E	22.85				1801814.794	6481652.683	SELY BDY & NLY BDY PAR XXI-A
28	EETP	S81°52'08"W	167.81				1801794.614	6481683.281	SELY BDY & NLY BDY PAR XXI-A INTER W/
30		S59°24'28"W	98.79				1801715.492	6481415.285	SELY BDY & NLY BDY EETP
31		S60°35'58"W	85.74				1801684.707	6481329.394	SELY BDY & NLY BDY EETP
32		S56°30'44"W	106.18				1801622.815	6481254.897	SELY BDY & NLY BDY EETP
33		S24°57'04"W	0.01				1801584.028	6481166.143	SELY BDY & NLY BDY EETP-CLOSING
2							1801564.024	6481166.140	POB

**LEGAL DESCRIPTION**  
**FOR**  
**HUD LOAN-PARCEL XV-A (1)**  
**NORTH MARE ISLAND, VALLEJO, CA**

A parcel of land being a portion of the former Mare Island Naval Shipyard located in the City of Vallejo, Solano County, State of California, and being a portion of Parcel XV-A (Northern Portion) of those lands conveyed to the City of Vallejo from the United States of America as described in Quitclaim Deed having Series Number 2001-00120695 filed for record in the Official Records of Solano County on October 17, 2001 being described as follows:

**BEGINNING** at a point on the southeasterly boundary line of said Parcel XV-A (Northern Portion) being described as the "True Point of Beginning" in said Quitclaim Deed of said Parcel XV-A (Northern Portion)

1. Thence along said southeasterly boundary line of said Parcel XV-A (Northern Portion), N88°33'28"W, 132.45 feet;
2. Thence continuing along said southeasterly boundary line of said Parcel XV-A (Northern Portion), N36°42'58"W, 245.88 feet;
3. Thence continuing along said southeasterly boundary line of said Parcel XV-A (Northern Portion), N36°42'04"W, 101.90 feet;
4. Thence continuing along said southeasterly boundary line of said Parcel XV-A (Northern Portion), S54°34'40"W, 979.99 feet;
5. Thence continuing along said southeasterly boundary line of said Parcel XV-A (Northern Portion), N36°26'07"W, 300.55 feet to the southwesterly corner of said Parcel XV-A (Northern Portion);
6. Thence along the southwesterly boundary line of said Parcel XV-A (Northern Portion), S55°13'59"W, 121.00 feet;
7. Thence continuing along the southwesterly boundary line of said Parcel XV-A (Northern Portion), N35°37'22"W, 963.87 feet to the northwesterly corner of said Parcel XV-A (Northern Portion) ;
8. Thence along the northwesterly boundary line of said Parcel XV-A (Northern Portion), N32°27'19"E, 917.74 feet;
9. Thence continuing along the northwesterly boundary line of said Parcel XV-A (Northern Portion), S74°33'39"E, 191.20 feet;
10. Thence continuing along the northwesterly boundary line of said Parcel XV-A (Northern Portion), S62°35'11"E, 29.57 feet;
11. Thence continuing along the northwesterly boundary line of said Parcel XV-A (Northern Portion), S43°47'32"E, 38.22 feet;
12. Thence continuing along the northwesterly boundary line of said Parcel XV-A (Northern Portion), N46°31'24"E, 132.99 feet;
13. Thence continuing along the northwesterly boundary line of said Parcel XV-A (Northern Portion), N63°08'30"E, 270.93 feet;

**LEGAL DESCRIPTION**  
**FOR**  
**HUD LOAN-PARCEL XV-A (1)**  
**NORTH MARE ISLAND, VALLEJO, CA**  
**(Continued)**


14. Thence continuing along the northwesterly boundary line of said Parcel XV-A (Northern Portion), N24°25'53"W, 19.61 feet;
15. Thence continuing along the northwesterly boundary line of said Parcel XV-A (Northern Portion), N64°52'15"E, 290.92 feet to the northwesterly corner of the Public Trust Parcel XV as described in the Mare Island Property Settlement and Exchange Agreement between the State of California and the City of Vallejo on pages 89, 90, and 91 as recorded in Deed Document Number 2002-00037955 in the Official Records of Solano County on March 26, 2002;
16. Thence along the southwesterly boundary line of said Public Trust Parcel XV, S24°27'49"E, 133.99 feet;
17. Thence continuing along the southwesterly boundary line of said Public Trust Parcel XV, N66°37'29"E, 281.30 feet;
18. Thence along the southwesterly boundary line of said Public Trust Parcel XV, S26°35'45"E, 254.30 feet;
19. Thence along the southwesterly boundary line of said Public Trust Parcel XV, S31°54'55"E, 234.55 feet;
20. Thence along the southwesterly boundary line of said Public Trust Parcel XV, S37°30'45"E, 574.13 feet to the northeasterly boundary line of said Parcel XV-A (Northern Portion);
21. Thence along the northeasterly boundary line of said Parcel XV-A (Northern Portion), S26°55'36"E, 575.69 feet to the southeasterly corner of said Parcel XV-A (Northern Portion);
22. Thence along said southeasterly boundary line of said Parcel XV-A (Northern Portion), S59°09'34"E, 590.06 feet to the point of BEGINNING of this legal description.

**END OF DESCRIPTION**

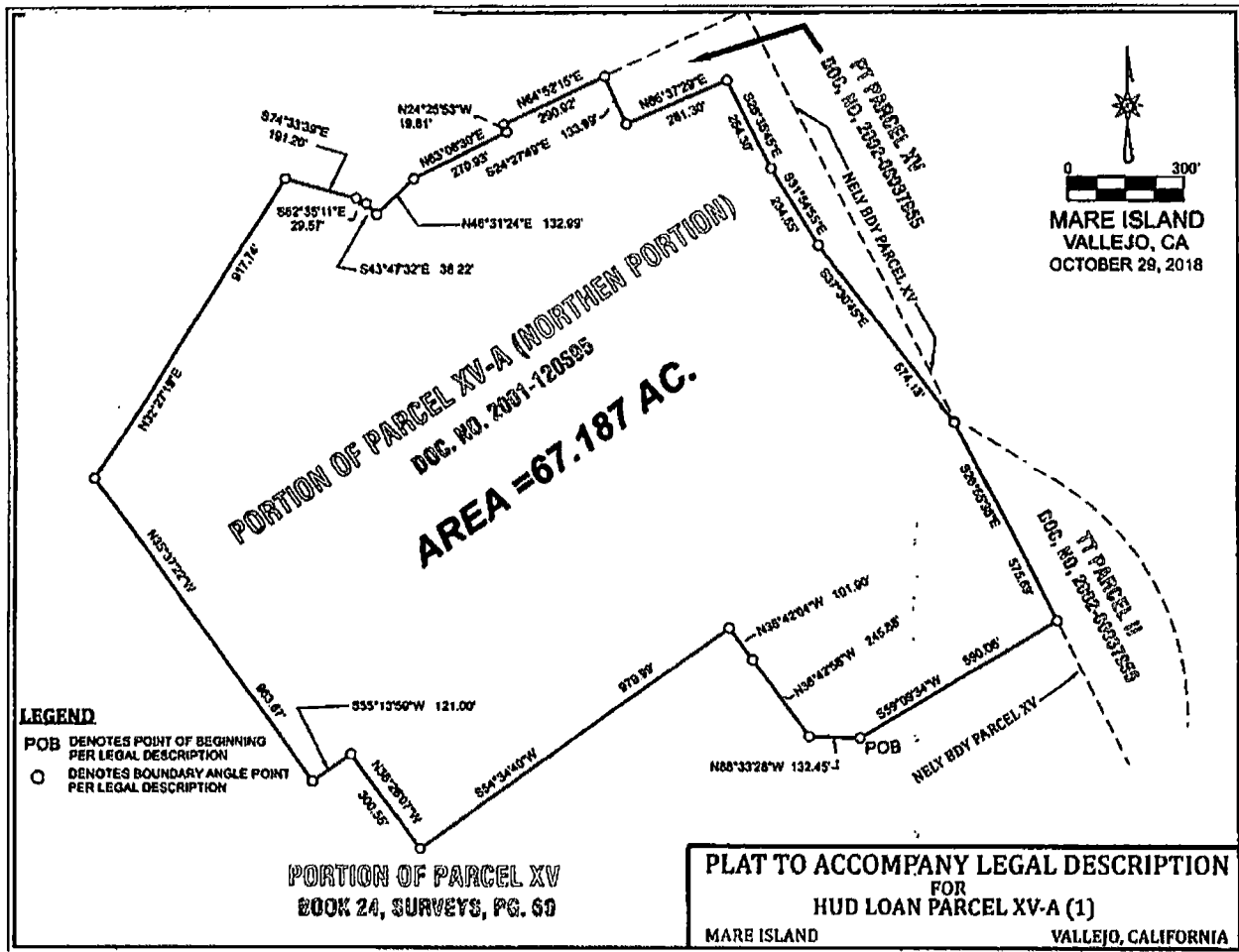
Said Hud Loan-Parcel XV-A (1) contains 67.187 acres, more or less.

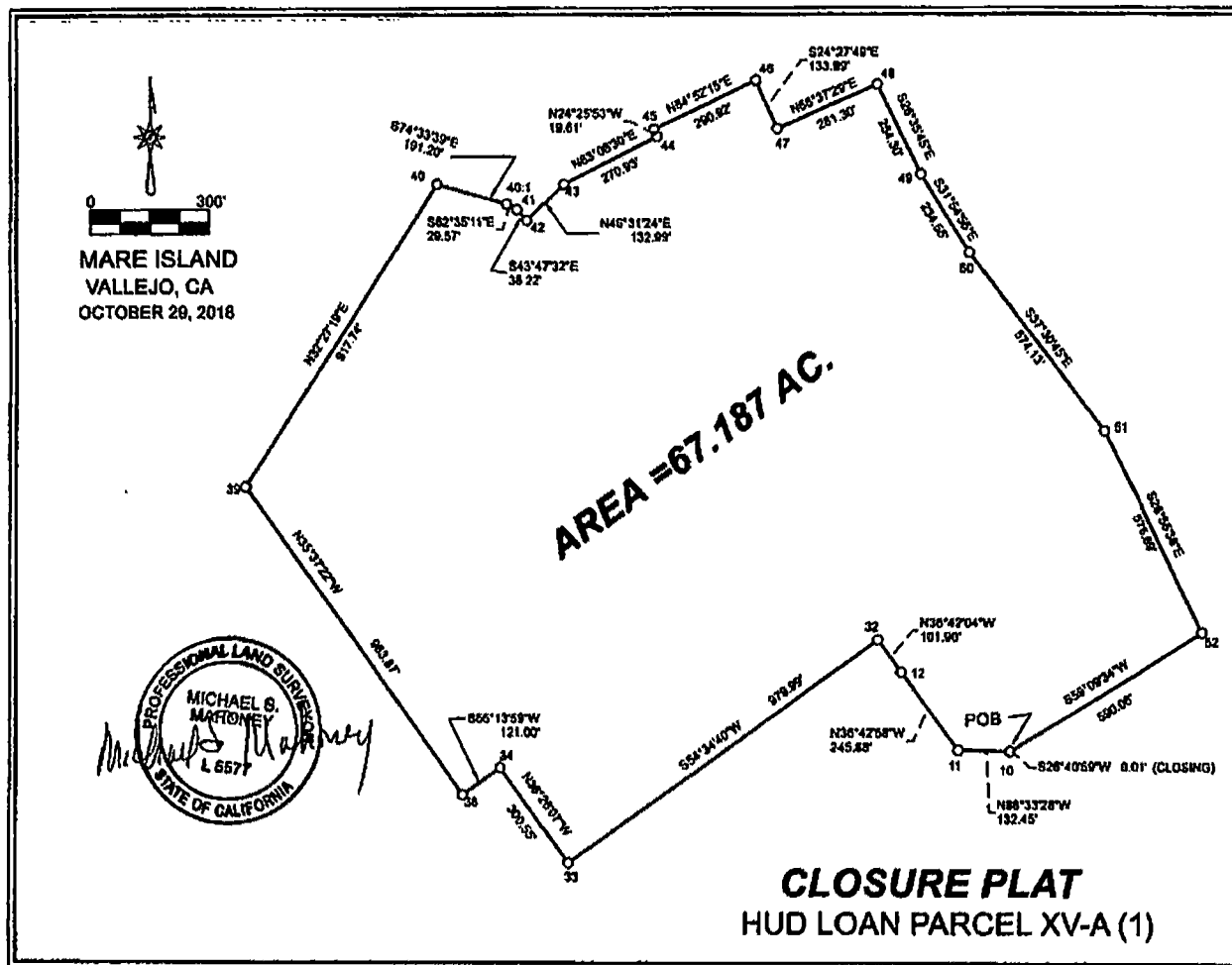
ALL AS SHOWN ON "PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR HUD LOAN PARCEL XV-A (1), MARE ISLAND, VALLEJO CALIFORNIA "ATTACHED HERETO AND MADE APART HEREOF.

**PREPARED BY:**

  
Michael S. Mahoney, P.L.S.  
October 29, 2018







Traverse View - PARCEL XV-A (1) (Grid Bearing, Grid Dist, Feet)  
 2928681.35SqFt 67.187Acres Grid Dist (inverse grid coordinates)  
 Grid Bearing (inverse grid coordinates)  
 File: XV-B-1--MSM-2--1028-18-northern portion Date:11-2-2018

Point	Type	Grid Bearing	Grid Dist	Radius	Arc Length	Delta	Northing	Eastng	Description
10							1803047.725	6480133.055	POB-PAR-XV-A (NORTHERN PORTION)
11		N88°33'28"W	132.45				1803051.059	6480000.847	SLY BDY XV-A(NLY POR)
12		N38°42'58"W	245.88				1803248.158	6478853.648	SLY BDY XV-A(NLY POR)
32		N38°42'04"W	101.80				1803329.858	6478782.748	SLY BDY XV-A(NLY POR)
33		S54°34'40"W	979.89				1802781.858	6478994.151	SLY BDY XV-A(NLY POR)
34		N38°26'07"W	300.55				1803003.659	6478816.850	WLY BDY XV-A (NLY POR)
38		S55°13'59"W	121.00				1802934.680	6478718.251	WLY BDY XV-A (NLY POR)
39		N35°37'22"W	983.87				1803718.160	6478154.849	WLY COR XV-A (NLY POR)
40		N32°27'19"E	917.74				1804492.559	6478647.348	NWLY BDY XV-A (NLY POR)
40:1		S74°33'39"E	191.20				1804441.859	6478831.648	NWLY BDY XV-A(NLY POR)
41		S62°35'11"E	28.57				1804428.044	6478857.898	NWLY BDY XV-A (NLY POR)
42		S43°47'32"E	38.22				1804400.455	6478884.348	NWLY BDY XV-A (NLY POR)
43		N48°31'24"E	132.89				1804481.960	6478980.851	NWLY BDY XV-A (NLY POR)
44		N63°08'30"E	270.93				1804814.383	6478222.554	NWLY BDY XV-A (NLY POR)
45		N24°28'53"W	19.81				1804632.217	6478214.444	NWLY BDY XV-A (NLY POR)
46		N84°52'15"E	280.82				1804765.759	6478477.828	SWLY BDY PT PAR-XV
47		S24°27'49"E	133.99				1804833.798	6478533.318	SWLY BDY PT PAR-XV
48		N68°37'28"E	281.30				1804748.404	6478791.528	SWLY BDY PT PAR-XV
49		S26°35'45"E	254.30				1804618.012	6478905.377	SWLY BDY PT PAR-XV
50		S31°54'55"E	234.55				1804318.919	6480029.378	SWL BDY PT PAR-XV
51		S37°30'45"E	574.13				1803883.508	6480378.983	TO NELY BDY XV-A (NLY POR)
52		S26°55'38"E	575.69				1803350.230	6480639.684	TO SELY BDY XV-A (NLY POR)
53		S59°09'34"W	590.06				1803047.735	6480133.060	CLOSING
10		S26°40'59"W	0.01				1803047.725	6480133.055	POB-PAR-XV-A (NORTHERN PORTION)

**LEGAL DESCRIPTION**  
**FOR**  
**HUD LOAN-PARCEL XV-A (2)**  
**NORTH MARE ISLAND, VALLEJO, CA**

A parcel of land being a portion of the former Mare Island Naval Shipyard located in the City of Vallejo, Solano County, State of California, and being a portion of Parcel XV-A (Southern Portion) of those lands conveyed to the City of Vallejo from the United States of America as described in Quitclaim Deed having Series Number 2001-00120695 filed for record in the Official Records of Solano County on October 17, 2001 being described as follows:

**BEGINNING** at a point on the southeasterly boundary line of said Parcel XV-A (Southern Portion) being described as the "True Point of Beginning" in said Quitclaim Deed of said Parcel XV-A (Southern Portion); Also, said "True Point of Beginning" lies on the southern boundary line of Parcel XV as shown on that certain map entitled "RECORD OF SURVEY Showing PARCEL XV For Economic Development Conveyance For Benefit of the City of Vallejo", recorded in Book 24, Surveys, Page 60 on September 24, 2001 in the Official Records of Solano County, corrected by Certificate of Correction filed March 12, 2002 at Series Number 2002-31495 in the Official Records of Solano County, State of California;

1. Thence along said southern boundary line of said Parcel XV-A (Southern Portion) and the southern boundary line of said Parcel XV, S54°18'02"W, 1,138.98 feet to the southwesterly corner of said Parcel XV-A (Southern Portion);
2. Thence leaving said southern boundary line of said Parcel XV and along the southwesterly boundary line of said Parcel XV-A (Southern Portion), N36°31'46"W, 1,032.72 feet to the northwesterly corner of said Parcel XV-A (Southern Portion);
3. Thence along the northwesterly boundary line of said Parcel XV-A (Southern Portion), N54°06'55"E, 836.46 feet;
4. Thence continuing along said northwesterly boundary line of said Parcel XV-A (Southern Portion), N36°44'23"E, 70.38 feet;
5. Thence continuing along said northwesterly boundary line of said Parcel XV-A (Southern Portion), N54°14'14"E, 62.11 feet;
6. Thence continuing along said northwesterly boundary line of said Parcel XV-A (Southern Portion), N37°34'49"W, 148.39 feet;
7. Thence continuing along said northwesterly boundary line of said Parcel XV-A (Southern Portion), N53°59'44"E, 184.06 feet to the northeasterly corner of said Parcel XV-A (Southern Portion);
8. Thence along the northeasterly boundary line of said Parcel XV-A (Southern Portion), S36°07'51"E, 1,205.94 feet to the point of **BEGINNING** of this legal description.

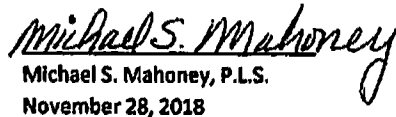
**END OF DESCRIPTION**

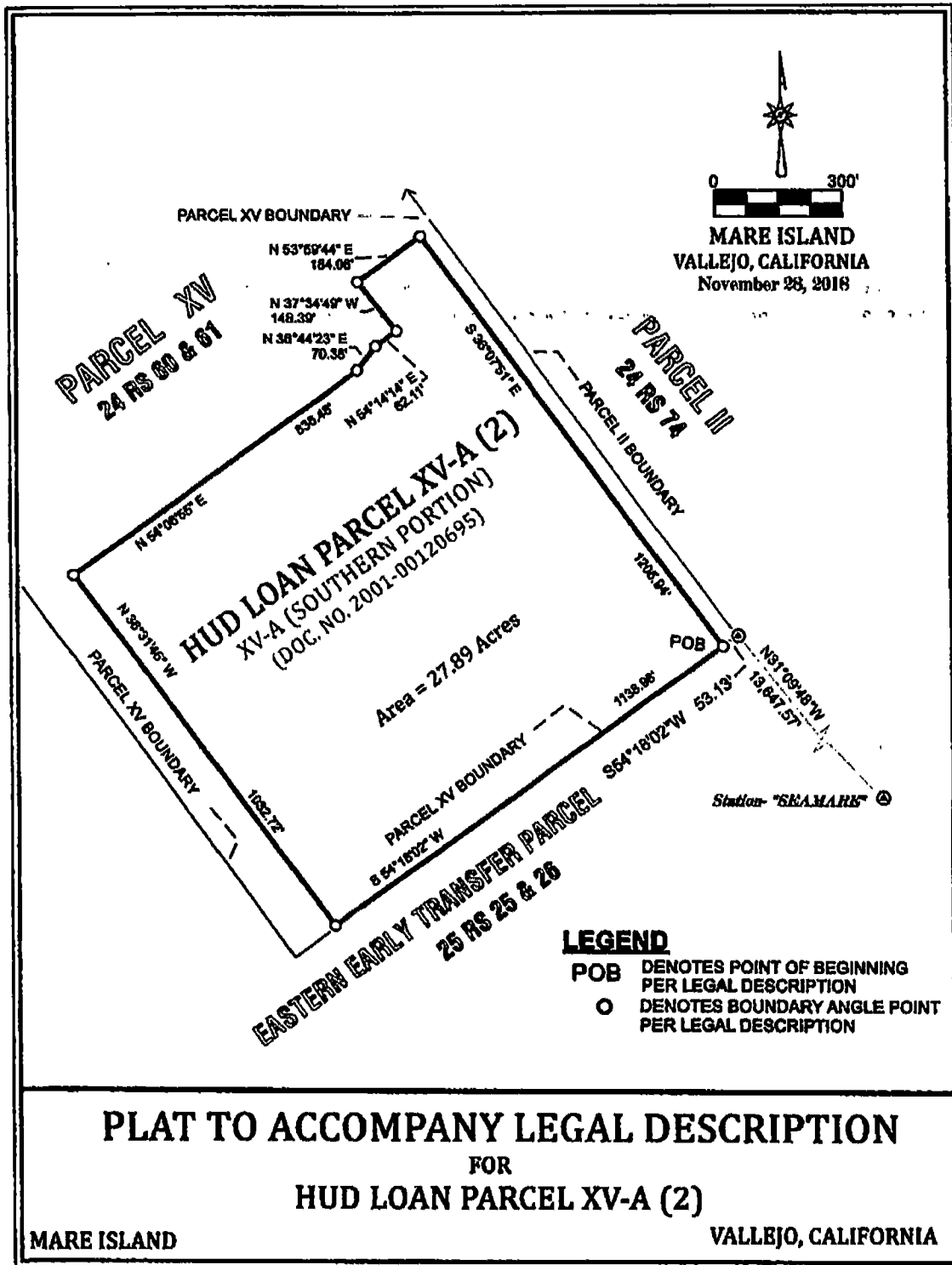
**LEGAL DESCRIPTION**  
**FOR**  
**HUD LOAN-PARCEL XV-A (2)**  
**NORTH MARE ISLAND, VALLEJO, CA**  
**(Continued)**

Said HUD Loan-Parcel XV-A (2) contains 27.89 acres, more or less.

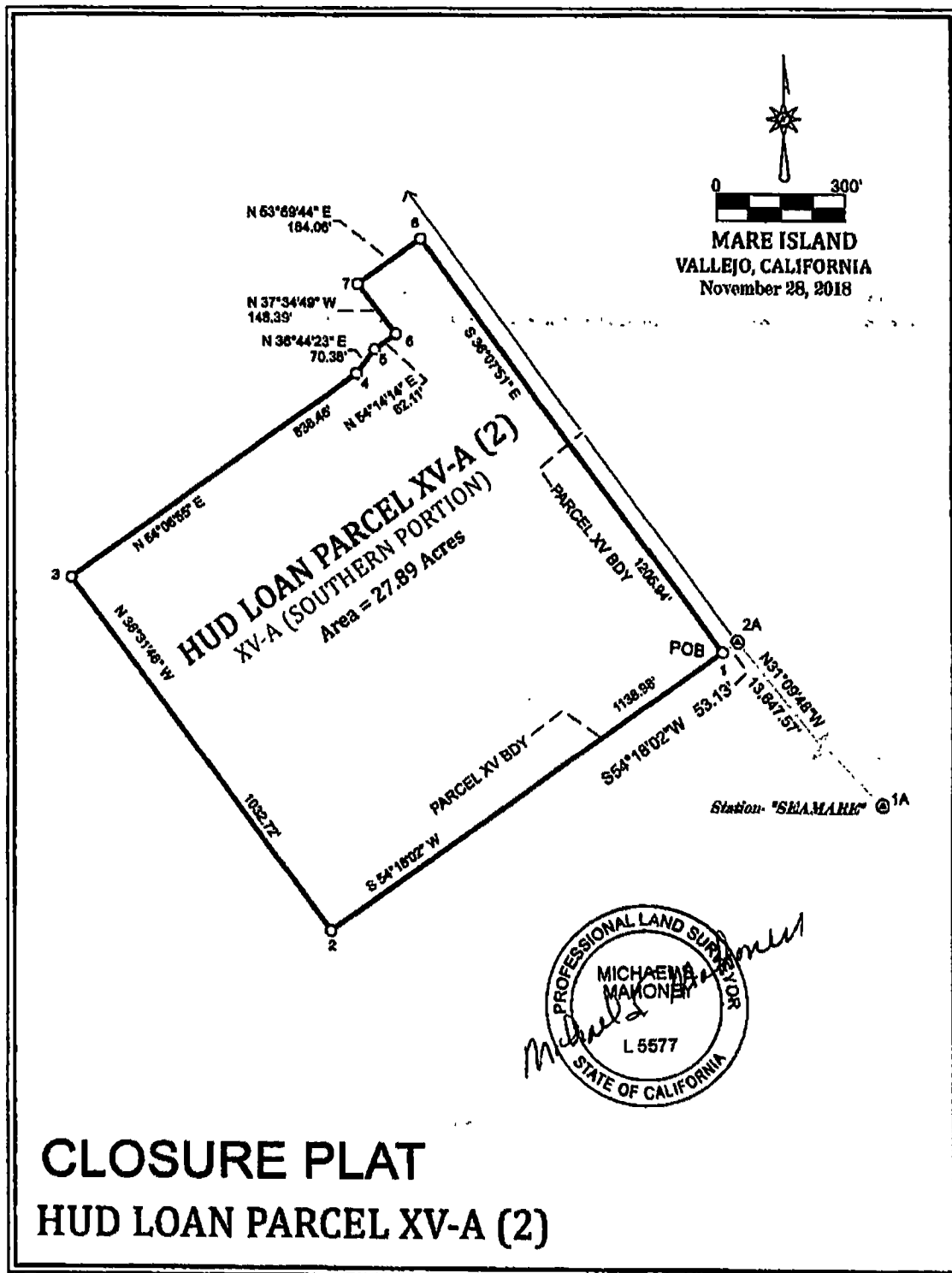
ALL AS SHOWN ON "PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR HUD LOAN PARCEL XV-A (2),  
MARE ISLAND, VALLEJO CALIFORNIA "ATTACHED HERETO AND MADE APART HEREOF.

**PREPARED BY:**

  
Michael S. Mahoney, P.L.S.  
November 28, 2018



Traverse PC



Traverse PC

Traverse View - XV-A-SOUTHERN PORTION (Grid Bearing, Grid Dist, Feet)  
 1214761.95SqFt 27.858Acres Grid Dist (Inverse grid coordinates)  
 Grid Bearing (Inverse grid coordinates)  
 File: XV-2-2-11-27-18 Data:11-27-2018

Point	Type	Grid Bearing	Grid Dist	Radius	Arc Length	Delta	Northing	Easting	Description
1A							1789849.064	6486254.025	SE-MARE-TIE
2A		N31°09'48"W	13847.67				1801527.229	6481191.687	POC-TIE
1		S54°18'02"W	51.13				1801497.393	6481150.165	TPOB
2		S54°18'02"W	1138.68				1800832.760	6480225.212	SWLY COR- XV-A (SOUTHERN PORTION)
3		N36°31'46"W	1032.72				1801662.604	6479810.600	NWLY COR XV-A (SOUTHERN PORTION)
4		N54°06'55"E	836.46				1802152.800	6480288.198	NLY BDY XV-A (SOUTHERN PORTION)
5		N36°44'23"E	70.38				1802209.300	6480330.288	NLY BDY XV-A (SOUTHERN PORTION)
6		N54°14'14"E	62.11				1802245.699	6480380.697	NLY BDY XV-A (SOUTHERN PORTION)
7		N37°34'49"W	148.39				1802383.198	6480290.198	NLY BDY XV-A (SOUTHERN PORTION)
8		N53°59'44"E	164.06				1802471.397	6480439.097	NELY COR XV-A (SOUTHERN PORTION)
9		S36°07'51"E	1205.94				1801497.392	6481150.167	CLOSING
1		N83°46'45"E	0.01				1801497.393	6481150.165	TPOB

**LEGAL DESCRIPTION  
FOR  
XV-B (2)  
AT  
MARE ISLAND, VALLEJO CALIFORNIA**

A parcel of land in the City of Vallejo, County of Solano, State of California comprising all of Parcel No. 3 as described on that certain Quitclaim Deed to the City of Vallejo from the United States of America, recorded July 12, 1978 in Book 1978, Page 56592 as Instrument No. 32605, Solano County Official Records, and comprising a portion of Tract No. 38, Mare Island Navy Yard as delineated on the Map filed in Book 21 of Land Survey Maps, at Pages 94 to 98 inclusive, Official Records of Solano County on November 14, 1996, said Map titled "RECORD OF SURVEY FOR LANDS OWNED BY THE UNITED STATES OF AMERICA PER THE UNITED STATES SUPREME COURT DECISION "UNITED STATES V. O'DONNELL 303 U.S. 501" and further titled as being a "RETRACEMT OF TRACT 38 OF THE JOY SURVEY ENTITLED " FRACTIONAL TOWNSHIP 3 NORTH, RANGE 4 WEST," APPROVED BY THE U.S. SURVEY GENERAL'S OFFICE OCTOBER 24, 1923, ACCEPTED NOVEMBER 8, 1923 AND FILED WITH BUREAU OF LAND MANAGEMENT MOUNT DIABLO BASE & MERIDIAN COUNTY OF SOLANO, STATE OF CALIFORNIA", and described as follows:

Commencing for a Point of Reference at AP-3 of said Parcel No. 3 as described in Quitclaim Deed to the City of Vallejo from the United States of America, recorded July 12, 1978 in Book 1978, Page 56592;

- (1) thence, along the northerly boundary of said Parcel No. 3 as described on that certain Quitclaim Deed to the City of Vallejo from the United States of America, recorded July 12, 1978 in Book 1978, S89°52'14"E, 1,361.87 feet to northeast corner of said Parcel No. 3 to the POINT OF BEGINNING of this description;
1. thence, along the north boundary line of said Tract No. 38 per Map filed in Book 21 of Land Survey Maps at Pages 94 to 98 inclusive, Official Records of Solano County on November 14, 1996, S89°52'14"E, 616.58 feet to a point on the northerly boundary line of Parcel One (XV-A NORTHERN PORTION) as described in Quitclaim Deed to the City of Vallejo from the United States of America, recorded with Document No. 2001-00120695 on October 17, 2001, Official Records of Solano County; said point on the northerly boundary line is the terminus of course 14 of said Parcel One;
2. thence, along the northerly boundary line of said Parcel One and along said course number 14, S24°25'58"E, 19.61 feet;
3. thence, continuing along the northerly boundary line of said Parcel One and along course number 13 of said Parcel One, S63°08'30"W, 270.93 feet;

**LEGAL DESCRIPTION  
FOR  
XV-B (2)  
AT  
MARE ISLAND, VALLEJO CALIFORNIA  
(CONTINUED)**

4. thence, continuing along the northerly boundary line of said Parcel One and along course number 12 of said Parcel One, S46°31'24"W, 132.99 feet;
5. thence, continuing along the northerly boundary line of said Parcel One and along course number 11 of said Parcel One, N43°47'32"W, 38.22 feet;
6. thence, continuing along the northerly boundary line of said Parcel One and along course number 10 of said Parcel One, N62°35'11"W, 29.57 feet;
7. thence, continuing along the northerly boundary line of said Parcel One and along course number 9 of said Parcel One, N74°33'39"W, 191.20 feet;
8. thence, continuing along the northerly boundary line of said Parcel One and along course number 8 of said Parcel One, S32°27'19"W, 917.74 feet to the intersection northwesterly corner of said Parcel One (XV-A NORTHERN PORTION) with the northeasterly boundary line (course number 84) of the EASTERN EARLY TRANSFER EDC PARCEL as described in QUITCLAIM DEED to the City of Vallejo from the United States of America, recorded with Document No. 2001-00037960 on March 26, 2002, Official Records of Solano County ;
9. thence, along said northeasterly boundary line (course number 84) of the EASTERN EARLY TRANSFER EDC N35°37'22"W, 262.24 feet to the intersection of course number 4 on the southeasterly boundary line of said Parcel No. 3 as described in Quitclaim Deed to the City of Vallejo from the United States of America, recorded July 12, 1978 in Book 1978, Page 56592;
10. thence, continuing along course number 4 on the southeasterly boundary line of said Parcel No. 3 as described in said Quitclaim Deed to the City of Vallejo, N3°26'03"W, 51.24 feet; (record per said Parcel No. 3 = N3°22'40"W);
11. thence, along course number 3 of the southeasterly boundary line of said Parcel No. 3, as described in said Quitclaim Deed to the City of Vallejo N86°37'30"E, 239.98 feet;

**LEGAL DESCRIPTION  
FOR  
XV-B (2)  
AT  
MARE ISLAND, VALLEJO CALIFORNIA  
(CONTINUED)**

12. thence, along course number 2 of the southeasterly boundary line of said Parcel No. 3, as described in said Quitclaim Deed to the City of Vallejo N29°25'27"E, 731.37 feet; (record per said Parcel No. 3 = N29°28'50"E,) to the **POINT OF BEGINNING;**

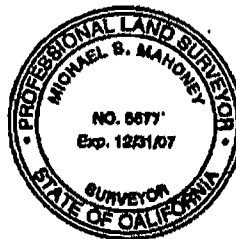
**END OF DESCRIPTION**

Said Tract of Land contains 4.49 acres, more or less.

**ALL AS SHOWN ON "PLAT TO ACCOMPANY LEGAL DESCRIPTION OF  
XV-B (2) AT MARE ISLAND, VALLEJO CALIFORNIA " ATTACHED HERETO  
AND MADE APART HEREOF.**

**PREPARED BY:**

*Michael S. Mahoney*  
Michael S. Mahoney, P.L.S. 5/2/2007





## **ATTACHMENT NO. 2**

### **ILLUSTRATIVE LIST OF MAINTENANCE AND REPAIR SERVICES**

- Water main repairs, including but not limited to sheer, longitude or holes in main line, contractor hitting pipelines while excavating cutting in all types fittings to reconnect water main or services
- Service laterals including fire services up to the point of service ( from main to meter/ backflow device repairs, replacement, hit by contractor
- Repair/Replace (R/R) valves, curb stops, corporation stops, angle stops, gate and butterfly valves.
- R/R Meter, backflow set, meter spud leaks
- R/R Air relief valves
- R/R Backflow devices
- Install/test new backflow devices
- Cross connection surveys
- Backflow repairs and subsequent testing
- Leak detection
- R/R fire hydrants. knock overs, nozzles, operating nuts and leaking
- Fire flow testing
- Service/main abandonments
- Hot taps
- Bacteriological sampling after repairs
- Valve exercising
- First responder duties that include triage of leaks, turn on/ shutoffs, water quality complaints after hour responses
- Soil testing/haul off if applicable
- Underground Service Alerts (USA's locating services)..
- R/R damaged meter boxes, valve cans clusters
- R/R blow off assemblies and related appurtenances.

**ATTACHMENT NO. 3**  
**HOURLY RATE SHEET**  
**(IN EFFECT FOR FISCAL YEAR 2021/22)**

<b><u>Position</u></b>	<b><u>Hourly Rate</u></b>
<b><u>Distribution - for repairs and planned maintenance</u></b>	
Water Distribution Superintendent	\$117.05
Assistant Water Distribution Superintendent	\$97.80
Utility Supervisor	\$117.74
Senior Water Distribution Technician	\$89.38
Water Distribution Technician	\$62.86
Heavy Equipment Operator	\$74.93
Water Maintenance Worker	\$64.36
Senior Meter Mechanic	\$74.93
Meter Mechanic	\$68.75
<b><u>Water Quality Sampling- for main breaks and periodic routine required sampling</u></b>	
Laboratory Supervisor	\$100.11
Water Quality Analyst	\$64.22
Laboratory Analyst	\$71.87
<b><u>Engineering - in case of complex main break requiring re-routing of water</u></b>	
Water Engineering Manager	\$128.40
Senior Civil Engineer	\$112.97
Associate Civil Engineer	\$103.09
Assistant Civil Engineer	\$103.09
Senior Engineering Tech	\$95.68
Engineering Tech II	\$64.22
GIS Specialist	\$92.91
<b><u>Facilities Maintenance – applicable if main break involves a pump station</u></b>	
Senior Utility Mechanic	\$83.68
Utility Mechanic II	\$83.30
Senior Instrumentation Technician	\$101.48
Instrumentation Technician I/II	\$87.19