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Remedial Action Plan
Hamilton Square Parcel
970 C Street
Novato, California 94949
SFBRWQCB Case #T0609592161

Prepared for

Thompson Development

October 2015

WEST YOST ASSOCIATES
Consulting Engineers

595-04-14-01

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WATER WASTEWATER STORMWATER

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Peter Dellavalle

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On behalf of Thompson Development, Inc. (TDI), West Yost Associates (West Yost) has prepared a remedial action plan (RAP) for the Hamilton Square Parcel (Site), 970 C Street, Novato, California, see Figures 1 and 2. This remedial action plan was prepared to support TDI's new residential development plan. Prior remedial action at the Site was conducted to meet the cleanup goals for a commercial site. The prior remedial action is described in Section 2.3 below.

1.0 INTRODUCTION

The goal of the remedial action at this Site is to improve Site subsurface soil and groundwater conditions to meet residential human health standards in preparation for redevelopment. Proposed remedial action in support of the goal to improve the Site to meet residential standards consists of conducting secondary source removal in the vicinity of the former station building, pump islands and UST excavations, and to address some data gaps identified in reviewing the Site historical information. Work will be performed under a soil management plan and a site-specific health and safety plan, which are presented under separate cover. The remedial action will prepare the Site for a future risk assessment that will be conducted to determine conformity with residential human health standards. When residential standards are met at all relevant depths below ground surface (bgs), the land use covenant (LUC) between the California Department of Toxic Substances Control (DTSC), the San Francisco Bay Regional Water Quality Board (SFBRWQCB), Department of the Navy (DON) and the property owners, Hamilton Square LLC; the DON deed restriction on the property may be removed to allow for residential development.

2.0 SITE BACKGROUND

2.1 Site Location and Description

The Site is located at the northwest corner of Main Gate Road and C Street in Novato, California, see Figure 1. The Site comprises an area of approximately 2.7 acres, a portion of which was formerly developed with a service station building and pump island canopy, see Figure 2.

2.2 Geologic Conditions

According to Battelle (2002), heterogeneous soil conditions predominate throughout the property. Surface soils consist mostly of a sandy alluvial fill material to depths ranging from 1.5 to about 9.5 feet below ground surface (ft bgs); a sandy clay fill from about 5 to 7 ft bgs; and, sandy soils at depths ranging from 7 to 15 ft bgs. These sandy soils are part of the aquifer zone and generally consist of clayey to gravelly sands, with clay lenses present throughout the aquifer zone. The underlying Cretaceous Franciscan bedrock, which is generally encountered from 15 to 20 ft bgs, is generally hard, massive, and slightly fractured.

Regional groundwater flow in the aquifer is toward the north and is primarily controlled by the topography of the bedrock, which dips gently toward the north. The groundwater gradient beneath the Site calculated from Battelle's 2013 Annual Site Status Report (Battelle, 2014) was approximately 0.3 ft/ft toward the north.

Surface water is primarily limited to Pacheco Creek, which extends along the west side of the Site. The soil and bedrock geology and the hydrogeology of the Site are discussed in more detail in the Conceptual Site Model, Section 4.0 below.

2.3 Site History/Contaminants of Concern

The Site is currently owned by Hamilton Square LLC and is being redeveloped by Thompson Development, Inc. According to PRC Environmental Management, Inc. and Uribe Associates (1997), the Site and surrounding area were originally part of the 927-acre Hamilton Army Airfield (HAAF), a U.S. Army Corps facility, which was constructed between 1932 and 1935. HAAF provided airplane maintenance and repair and was a process point for combat crews. HAAF was transferred to the Air Force in 1947 and was renamed Hamilton Air Force Base (HAFB). In 1974, the U.S. Air Force deactivated the facility and initiated the transfer of excess property under the U.S. Department of Defense Base Realignment and Closure (BRAC) process. The residential housing units were transferred to the DON in 1975 as Department of Defense Housing Facility Novato, and the remaining property was transferred to various federal agencies.

Extensive surveying and investigation has been performed by the DON since the BRAC process was started. The following paragraphs summarize investigations at the Site and adjacent properties that are relevant to the proposed removal action. A more thorough Site history summary through 2001 can be viewed in Battelle's "Final Corrective Action Plan for Groundwater for Former Underground Storage Tank Site 957/970, Department of Defense Housing Facility, Novato, California", dated March 1, 2002 (Battelle, 2002).

A Navy Exchange service station was formerly located at Building 970 at the Site, see Figure 3. Petroleum products for the station were stored in three single-walled, steel 10,000-gallon underground storage tanks (USTs) that contained unleaded gasoline and one 1,000-gallon waste oil tank. The gasoline USTs were located approximately 70 feet south of Building 970. These tanks and their associated piping were in use from the mid-1970s until their removal in 1995 (ECON and Blankinship & Associates, 2007). The individual UST excavations on the Site were then labeled UST 970-1, UST 970-2, UST 970-3 (the former gasoline USTs, from east to west), and UST 970-waste oil (or UST970-WO) for the waste oil tank excavation, see Figure 3.

The adjacent site to the north of the Site is currently owned and undergoing redevelopment by the Novato Unified School District. Building 957 on that site is the former location of a HAFB Public Works Center gas station, see Figure 2. A 12,000-gallon gasoline UST at Building 957 and its associated piping were excavated and removed from the Site in 1992.

Releases of gasoline from all four of the USTs at Buildings 957 and 970 impacted soil and groundwater. The specific Constituents of Concern (COCs) from the releases were benzene, toluene, ethylbenzene and xylenes (BTEX) and methyl tert-butyl ether (MTBE). The two sites were placed under regulatory oversight for the cleanup under the California Water Quality Control Board's Underground Storage Tank program by the SFBRWQCB. An interim remedial action to remove the BTEX and MTBE from soil and groundwater beneath the two sites using air sparging and soil vapor extraction was started by Battelle, the DON's environmental consultant at the Site, in June 1998 (Battelle, 2014). Because the MTBE groundwater plumes underlying these two areas merged and were initially not distinguishable from one another, the individual site designations were combined and relabeled as "Former UST Site 957/970." Since these initial

releases, concentrations of BTEX and MTBE in groundwater have been significantly reduced as a result of the active treatment as well as natural attenuation, leaving MTBE as the only COC remaining in groundwater. In addition, the two plumes have separated due to continued MTBE attenuation (Battelle, 2013). Active remediation at the Site was discontinued in January of 2009 and the sites were monitored for one year for rebound of the COCs. The air sparging system was removed in 2010.

The Navy continues to monitor groundwater at the Site, currently sampling annually in November. As reported in Battelle's 2013 Annual Site Status Report, in November of 2013 the concentrations of MTBE detected in the groundwater plume beneath the Site ranged from Not Detected (ND) at <0.25 micrograms per liter (µg/l) to 55 µg/l, with the highest concentration in the vicinity of well MW-4, which is immediately downgradient of the pump islands, see Figure 4. Battelle's analyses have shown a statistically decreasing trend in MTBE concentrations in groundwater beneath the Site over time (Battelle, 2013). This trend of MTBE concentrations and its meaning with respect to natural attenuation will be discussed further in Section 3.3.

In September 2000, the DON performed a remedial investigation at the Site to comply with RWQCB Order No. 00-64, Task 1 (Battelle, 2001). The purpose of the remedial investigation was to collect additional site characterization data and to fill data gaps identified by the RWQCB. Total Petroleum Hydrocarbons as gas, (TPHg) BTEX, and/or MTBE were detected in soil in concentrations exceeding current residential Environmental Screening Levels (ESLs) to a depth of 9.5 ft bgs in an area similar in size, shape, and location to the current maximum MTBE concentrations in the groundwater contaminant plume shown on Figure 4. TPHg was concentrated immediately downgradient of the gasoline UST excavation (UST970-1, UST 970-2, and UST970-3) and in one boring near the north center of the west and center pump islands. The ESLs are listed on Table 1 in Section 3.1 below.

According to Battelle (2002), two different investigations of soils were conducted in the area of the Building 970 hydraulic lifts, see Figure 3. As stated by Battelle in their 2002 report, sampling results from these investigations indicated that a limited volume of soils immediately adjacent to hydraulic lifts located within Building 970 was impacted with hydraulic fluid."

In April of 2000, the DON began hydraulic lift and oil/water separator removal activities in Building 970. In addition to three hydraulic lifts and associated control lines and two oil-water separators and associated influent and effluent piping, the DON also excavated and removed four floor drains, four buried drums acting as collection tanks, an additional effluent line extending along the west side of Building 970, a sanitary sewer lateral, and a waste oil line associated with the former waste oil tank removed from west of the station building. According to Battelle, overexcavation of hydrocarbon-impacted soils beneath the building was performed "to the extent practicable to remove affected soils encountered during removal activities. Complete removal of affected soil was constrained by the limited work area inside the building and the potential to undermine building foundations. Verification samples were collected to confirm the absence of impacted soils or to define the degree and extent of impacted soils left in place."

The deepest extent of hydrocarbon impact detected during these verification sampling activities was in soil sampled from beneath an oil-water separator (samples OS2-W-6' and OS2-E-6') and associated effluent lines and an exploratory trench, all located at the northern end of

Building 970. The samples contained TPH as diesel (TPHd) at concentrations up to 460 mg/kg, exceeding current residential ESLs. TPHd and Total Oil and Grease (TOG) were also detected at concentrations of up to 950 and 4,300 mg/kg, respectively (samples WO-1-5' and DRUM 2-OX-5.5'), to a depth of 5.5 ft bgs in two locations to the east and west of the former northern hydraulic lift (designated "H-N"). TPH as hydraulic oil (TPHo) was detected at a concentration of 780 mg/kg in soil sampled at a depth of 10 ft bgs beneath former northern hydraulic lift H-N. In addition, soil sampled from an excavated oil water separator effluent line that extended along the northern two thirds of the west side of Building 970 contained concentrations of TPHd and TOG at concentrations up to 31,800 and 1,900 mg/kg, respectively, at a depth of 3 ft bgs in numerous locations, and TPHd at a concentration of 130 mg/kg at a depth of 6 ft bgs in one location. The 5.5 to 6 ft bgs sample locations and results are shown on Figure 5. The samples collected from a depth shallower than 5.5 ft bgs during the removal activities are not shown on Figure 5 because they do not contribute to delineating the approximate vertical extent of contamination and they are in soil that will be excavated during the proposed remedial action. Excavation and backfilling activities were completed in May 2000 (Battelle, 2002).

The Site was purchased by Hamilton Square LLC from the DON in 2005. Hamilton Square LLC entered into a LUC with DTSC, SFBRWQCB, and DON for long-term environmental restrictions on the Site. These restrictions include the following:

- Preclusion on the use of the Site for residences, schools, daycare facilities, or hospital;
- Mandated soil and groundwater management controls during development, including restrictions on the use of, or impacts to groundwater monitoring and test wells at the Site or groundwater beneath the Site;
- Digging and soil handling restrictions for the entire Site, as well as for the areas impacted with COCs; and
- Handling of asbestos-containing materials (ACM) and building materials containing lead-based paint.

The LUC is attached as Appendix A.

In May of 2005, Ninyo & Moore conducted a limited Phase II investigation of the Site (Ninyo & Moore, 2008) to investigate areas of historically contaminated soil and groundwater to evaluate the effectiveness of the previous remediation efforts. The analytical data from that investigation was also used to prepare a human health risk assessment for the Site using commercial ESLs.

West Yost has compiled all readily available subsurface data collected at the Site and has reviewed it with respect to current ESLs for residential uses. Data on soil, groundwater, soil vapor, and other environmental concerns are as follows:

2.3.1 Soil

For the purpose of illustrating distribution of constituents of concern in soil, West Yost eliminated soil sample data collected from the soil water interface or within the vadose zone that might have been submerged in the past when water elevations were higher. To evaluate the

greatest depth of soil data to consider, West Yost reviewed historical groundwater monitoring reports prepared by Battelle for the DON (Battelle 2004, 2005, 2009, 2010, 2011, 2012, 2013). Based on the range of groundwater elevations observed over time, West Yost considers soil samples collected from a depth of eight feet or greater to be affected by the groundwater plume and not representative of soil impacts. Figure 5 illustrates the locations of all soil samples collected above the groundwater table. Based on this figure it is clear that impacted areas are mostly confined to the former service station and areas adjacent to it with a few exceptions.

Figure 6 provides a summary of sample depth, petroleum hydrocarbon concentrations, and sample data for all soil samples exceeding residential ESLs. Some of these samples were collected before the groundwater treatment system finished operating in 2009 and may not represent current conditions. Upon review of this data it appears that there are some data gaps. Provisions to address these data gaps will be discussed further in Section 2.3.5.

2.3.1.1 North End of Building 970

A review of Figure 6 illustrates that soil samples impacted with TPHd and motor oil (TPHmo) in concentrations exceeding current residential ESLs occur within the northern footprint of Building 970. The polycyclic aromatic hydrocarbons (PAHs) naphthalene, Benzo(a)anthracene, and Benzo(a)pyrene, were detected exceeding current residential ESLs in one soil sample collected from boring NMSB-23 at a depth of 4.5 ft bg. Ninyo & Moore concluded that "…the impacted soil in this area is the result of leakage of the hydraulic lift lines and drums formerly located in the northern wing of Building 970."

2.3.1.2 Downgradient of the Former USTs

MTBE, benzene and TPHg were detected in soil samples from the former UST locations and downgradient north toward and past Building 970 at depths up to 5.5 feet below surface. Naphthalene and several semi-volatile organic compounds (SVOCs) were detected at concentrations exceeding current ESLs in the same area at depths of 0.5 and 4.5 ft bgs.

The following eight additional VOCs and SVOCs with no ESLs were detected in soil samples collected for the Limited Phase II ESA from various locations at the Site:

- Vinyl Acetate
- 2-Butanone
- Propylbenzene
- Isopropylbenzene
- 1,3,5-Trimethylbenzene
- 1,2,4-Trimethylbenzene
- Sec-butylbenzene
- N-butylbenzene

2.3.1.2.1 Near UST Excavations

TPHd- and TPHmo-impacted soil was also detected in one sample collected from the southern end of the former gasoline UST excavation (NMSB-24). The sample was collected from a depth of 6 inches bgs; it was not clear in the report if this soil was collected in fill that had been placed over the UST backfill, or if it is possible that this sample is actually affected by the asphalt paving.

TPHmo was detected in a sample collected at a depth of 4.5 ft bgs from the former waste oil tank excavation (NMSB-8). It is also unclear what material was sampled in this location because the sample location on the map indicates that it was collected within the UST backfill material.

2.3.1.2.2 Metals

Background metals concentrations were established in the Final Environmental Baseline Survey of the Site (PRC Environmental Management, Inc. and Uribe and Associates, 1997). Arsenic, barium, and lead were each detected during Ninyo & Moore's Phase II investigation in different samples in concentrations exceeding the current residential ESLs. Based on the frequency and extent of occurrence, however, these concentrations should be considered background based on the established background concentration guidelines.

2.3.2 Groundwater

Figure 7 illustrates groundwater samples that exceed residential ESLs as of the November 2013 groundwater monitoring event, and includes some historic data. It should be noted that the historic groundwater data was collected prior to shutting off the groundwater treatment system in 2009.

In their 2005 Limited Phase II environmental assessment of the Site (Ninyo & Moore, 2008), Ninyo & Moore sampled grab groundwater from a boring (NMSB-25) inside the northeast corner of the existing building, and beneath, the former station building in the vicinity of the former hydraulic lifts. The sample contained groundwater impacted by TPHd at a concentration of 900 µg/l, exceeding the current residential ESL. The laboratory footnotes for the sample indicated that the sample did not resemble the (diesel) standard and that "heavier hydrocarbons contributed to the quantification" of the detected hydrocarbon. Ninyo and Moore did not discuss a reason for the presence of TPHd in that sample. It is possible, given that the petroleum hydrocarbon in the sample did not resemble the diesel standard, that its presence may be a function of some leakage from the hydraulic equipment. This sample is located within the proposed excavation area. If a significant release of hydraulic fluid occurred beneath the building, it will be addressed at the time of excavation.

2.3.3 Soil Vapor

Figure 8 illustrates the findings of 21 soil vapor samples that were collected at the Site. 10 of the samples were collected during the 2005 Limited Phase II environmental assessment (Ninyo & Moore, 2008). These samples are designated "SG". The other samples were collected by Battelle when the groundwater sparging system was installed (Battelle 2002), designated "AS". Although the AS samples contain petroleum hydrocarbon concentrations exceeding the residential ESL, these samples were collected before the air sparging system was started and after 11 years of operation it is unlikely that this data represents current conditions. The same can be said about the "SG" samples which were installed in 2005, four years before the sparging system was shut down. MTBE in groundwater has decreased substantially since these soil vapor samples were collected. As a result, soil gas concentrations have likely decreased. A soil gas investigation will be completed at the Site after remedial actions have been completed and the data will be used to support a Human Health Risk Assessment (HHRA) which will be conducted at that time.

2.3.4 Other Environmental Concerns

The SSPORTS[1] Naval Environmental Detachment of Vallejo, California, conducted an asbestos survey of non-residential buildings in 1997 (SSPORTS, 1998) including Building 970. The purpose of the survey was to observe the condition of damaged and/or friable asbestos containing material (ACM) that was observed during two earlier ACM surveys conducted by the DON and to identify additional damaged and/or friable ACM that was not identified during two earlier surveys. Damaged and/or friable ACM was detected during this survey above the false ceiling of Building 970.

Lead-based paint (LBP) was commonly used on buildings until 1978. Based on the age of most of the buildings at HAFB, including Building 970, the DON concluded that buildings built prior to 1978 "…may contain lead-based paint and may have released material into the surrounding ground surface" (Engineering Field Activity West, 1997). Engineering Field Activity West (EFAW), of San Bruno, California, conducted a 1997 assessment of non-residential buildings at HAFB for potential soil lead hazards that included Building 970. The assessment was a visual survey of the exterior of non-residential buildings at HAFB for potential LBP hazards. EFAW determined that Building 970 was constructed of stucco, contained an impervious structure on the ground surrounding it (pavement) and that at the time of the assessment the condition of the exterior paint was good and/or there were no paint chips observed around the buildings. EFAW concluded that, based on these visual results, the building does "… not have the potential to pose a threat or [does] not pose a significant threat with respect to lead hazard from lead-based paint." EFAW prepared a summary of that inspection which is provided in Appendix B.

2.3.5 Remaining Soil Impacts and Data Gap Analysis

Based on a review of subsurface data collected to date, West Yost has identified a few minor data gaps. The following describes each gap and how it will be addressed.

- As shown on Figure 5, soil exceeding the residential ESL was shown near the north property boundary (sample 970-MW-4), and southeast of Building 970 (samples SB-16A and SB-12A). Also, a soil samples adjacent to the former waste oil UST excavation (sample NMSB-8) exceeded residential ESLs. In all cases, the sample data is relatively old, and/or it was collected in suspect material. Also apparent on Figure 6 is that the southwest corner of Building 970 has not been evaluated.
- In accordance with the SMP (under separate cover), West Yost will utilize an excavator to pothole excavation areas to collect samples for preprofiling and disposal. As part of this effort West Yost will pothole at the locations described above and collect soil samples to be analyzed for COCs that exceeded the ESL (Figure 9). If the exceedance is confirmed, West Yost will modify the remediation plan to include excavating soil in those areas at the depths indicated.

[1] SSPORTS = U.S. Navy Supervisor of Shipbuilding, Conversion, and Repair, Portsmouth, Virginia, Environmental Detachment, Vallejo

- Soil vapor data is limited and dated. West Yost conduct a soil vapor investigation after remediation has been completed to support the updated human health risk assessment.

3.0 PETROLEUM HYDROCARBON DISTRIBUTION

3.1 Cleanup Goals

The goal of the remedial action at this Site is to improve site subsurface soil and groundwater conditions in preparation for residential redevelopment. Cleanup goals for the Site are the most conservative of the residential ESLs of the SFBRWQCB, the DTSC Screening Levels (DTSC-SLs), or the EPA Regional Screening Levels (RSLs) as shown in the following Table 1. Where ESLs do not exist then West Yost used Regional Screening Levels as established by the United States Environmental Protection Agency, June 2015.

The COCs in soil and groundwater at the Site are petroleum hydrocarbons and related compounds.

3.2 Hydrocarbon Distribution in Soil

Based on the compilation of data illustrated on Figures 6 and 7, the Site can be divided into two main areas with hydrocarbon-impacted soil. As shown on Figure 6, soil impacted TPHd and TPHmo exceeding residential ESLs, remains underneath Building 970 and adjacent to the west side of the building at various depths, most ranging from 3 to 6 ft bgs. Soil impacted by TPHmo remains at a depth of approximately 10 ft bgs beneath the building at the former location of the northern hydraulic lift (H-N).

Soil impacted by TPHg and MTBE remains downgradient of the former gasoline UST location (USTs 970-1, 970-2, and 970-3) at the south end of the Site, in the vicinity of and downgradient of the pump islands, extending underneath the station building to a depth of at least 5.5 feet.

3.3 Hydrocarbon Distribution in Groundwater

Based on the most recent annual groundwater sampling event and the DON's ongoing long-term groundwater monitoring at the Site (Battelle, 2014), groundwater impacted by MTBE exceeding residential ESLs remains in a plume that extends northward from the former gasoline UST location at the south end of the Site to approximately 30-feet downgradient of the pump islands. As previously discussed, MTBE concentrations in groundwater have attenuated as a result of remediation between 1998 and 2009, and the plume beneath the Site has contracted and separated from the UST 957 plume with which it was commingled. As discussed in Section 2.3 above, during the most recent groundwater sampling event at the Site (November 2013), the highest concentration of MTBE detected in the groundwater plume beneath the Site was 55 µg/l in well MW-4, which is immediately downgradient of the pump islands (Battelle, 2014).

Table 1. Remediation Goals

Analyte Group	Analyte	Remediation Goal[(a)], mg/kg
TPH	TPHg	100
	TPHd	100
	TPHmo	100
VOCs	MTBE	0.023
	Benzene	0.044
	Toluene	2.9
	Ethylbenzene	3.3
	Xylene, m-/p-	2.3 (total xylenes)
	Xylene, o-	2.3 (total xylenes)
Metals	Cadmium	12
	Chromium	100
	Lead	80
	Nickel	150
	Zinc	600
PCBs	Aroclor1016	0.22
	Aroclor1221	0.17[(b)]
	Aroclor1232	0.17[(b)]
	Aroclor1242	0.22
	Aroclor1248	0.22
	Aroclor1254	0.22
	Aroclor1260	0.22
	Aroclor1262	0.22
	Aroclor1268	0.22
PAHs	Acenaphthene	16
	Acenaphthlyene	13
	Anthracene	2.8
	Benzo(a)anthracene	0.16[(b)]
	Benzo(a)pyrene	0.016[(b)]
	Benzo(b)fluoranthene	0.16[(b)]
	Benzo(g,h,i) perylene	27
	Benzo(k)fluoranthene	0.38
	Chrysene	3.8
	Dibenz(a,h)anthracene	0.016[(b)]
	Fluoranthene	40
	Fluorene	8.9
	Indeno[1,2,3-cd]pyrene	0.16[(b)]
	Methylnaphthalene, 1-	18[(b)]
	Methylnaphthalene, 2-	0.025[(b)]
	Naphthalene	1.2
	Phenanthrene	11
	Pyrene	85
Other	Tetraethyl Lead	0.0078[(b)]

Source: Analytical by Eurofins Calscience, Inc.

(a) Unless otherwise noted, remediation goals are Final ESLs from SFBRWQCB Table A-1 Shallow Soil Screening Levels (≤ 3m bgs), Residential Land Use (groundwater is a current or potential drinking water resource), December 2013

(b) Remediation goals from EPA Regional Screening Level Summary Table (TR=1E-6, HQ=1), June 2015 (revised)

mg/kg = milligrams/kilogram
TPHg,d,mo = Total Petroleum Hydrocarbons as gasoline, diesel, and motor oil
MTBE = Methyl Tert-Butyl Ether
VOCs = Volatile organic compounds
PCBs= Polychlorinated Biphenyls
PAHs = Polynuclear aromatic hydrocarbons

As part of the groundwater monitoring report, Battelle conducted statistical analyses of MTBE trends over time in all wells being monitored to assess whether or not MTBE concentrations were decreasing or increasing. In all wells at the Site, MTBE was shown to be statistically decreasing. The MTBE trends over time were utilized to predict plume size and shape in the future. As illustrated on Figure 10 of the Battelle document, MTBE concentrations are predicted to be below maximum contaminant levels (MCLs) at the Site within five years. Appendix C contains Figures 7 and 10 excerpted from the Batelle 2014 report. Battelle Figure 7 illustrates MTBE concentrations versus time for monitoring wells. Those at the Site show that the concentrations have reached or are approaching their asymptotic low. Battelle Figure 10 shows predictive modelling over a 15 year period illustrating that within five years the MTBE should be below ESLs at the Site.

3.4 Hydrocarbon Distribution in Soil Vapor

Twenty one soil gas samples were collected and analyzed for petroleum hydrocarbon constituents (Figure 8). Petroleum hydrocarbon constituents exceeded the ESLs in these samples but in all cases they were collected before the cessation of the groundwater remediation system.

4.0 CONCEPTUAL SITE MODEL

The purpose of the Conceptual Site Model (CSM) is to aid in understanding the relationship between contaminant sources and receptors during remedial action at the Site. This is accomplished by visualizing potential pathways for potential or actual contaminant migration and exposure. A CSM was previously prepared for this Site by Battelle within their 2002 Corrective Action Plant (Battelle, 2002). For the purposes of the remedial action proposed in this plan, an abbreviated CSM is provided below (Sources: Battelle, 2002; ECON and Blankinship & Associates, 2007).

4.1 Soil/Bedrock Units

Lithologic data from Battelle's 2002 Corrective Action Plan indicate that the top soil layer across the Site, which extends from ground surface to depths ranging from 1.5 to about 9.5 ft bgs, consists mostly of a sandy "alluvial fill" material. A sandy clay fill is then encountered from about 5 to 7 ft bgs. Sandy soils are then encountered at depths ranging from 7 to 15 ft bgs. These soils are part of the aquifer zone and generally consist of clayey to gravelly sands, but clay lenses are known to be present throughout this aquifer zone.

The soils are underlain by weathered and fractured Franciscan bedrock, which is blue-gray bedrock consisting of fine- to medium-grained sandstone. The bedrock is encountered at a depth of approximately 15 ft bgs and dips northward beneath the Site. It has been slightly altered by metamorphism, sealing its primary porosity. According to Battelle (2002) the sandstone is often fractured, creating secondary porosity, and the fractures are commonly filled by either calcite or silica material. Therefore, because there is very low effective porosity and little available pore volume, the Franciscan Formation is not a significant source or transmitter of groundwater at the Site. Instead, the bedrock acts as an aquitard or barrier to downward groundwater flow from the overlying unconfined aquifer.

Regional groundwater flow in the aquifer is toward the north and is primarily controlled by the topography of the bedrock, which dips gently toward the north. The groundwater gradient beneath the Site calculated from Battelle's 2013 Annual Site Status Report (Battelle, 2014) was approximately 0.3 ft/ft toward the north.

4.2 Hydrogeology

The depth to groundwater at the Site, and the resulting thickness of the unsaturated (vadose) zone, varies seasonally by approximately 5 feet (Battelle, 2002). Groundwater is unconfined across the Site. Higher groundwater elevations are evident during the late winter/early spring months, with the highest elevation in early spring (ECON and Blankinship & Associates, 2007). According to Battelle (2002), groundwater recharge in the alluvial aquifer originates primarily from precipitation. In addition, there is a significant amount of groundwater flux from portions of the aquifer that are upgradient in this bedrock valley. Based on the recharge conditions during the current drought, groundwater is likely to be encountered in the maximum range of depths in the summer and fall of 2014, until recharge begins with winter precipitation.

4.3 Surface Water

Pacheco Creek is the primary surface water drainage feature of the valley near the Site. It is contained within an underground culvert system that extends along the western boundary of the Site, toward the northern portion of the Site. This underground culvert likely limits surface water/groundwater interactions in the immediate vicinity of the Site. Pacheco Creek daylights north of the Site, north of State Access Road, and continues to flow in a northerly direction within a concrete-lined culvert until it discharges into Ignacio Reservoir, which in turn ultimately discharges to the San Pablo Bay (Battelle, 2002).

4.4 Sources of Contamination

As discussed in Section 2.2, the primary sources of contamination at the Site are USTs and associated piping, hydraulic lifts, and a waste oil tank. All of these sources have been excavated and removed from the Site. Secondary sources of contamination at the Site are contaminated groundwater and subsurface soil. The hydraulic lifts were located directly beneath the station building and limited removal activities have been conducted; therefore, it is expected that contaminated foundations and subsurface soil exist as a secondary source of TPHd, TPHmo, TPHo, and TOG. The sources of secondary contamination are considered as a risk in this area only during Site development. However, this risk will be mitigated by the planned excavation. It is presumed that contaminant levels will have been reduced to concentrations below Remediation Goals after soil excavation at the Site has been completed.

4.5 Contaminant Transport Mechanisms During Remedial Action

4.5.1 Subsurface Soil

COCs in subsurface soil may be expected to desorb in trenches, adsorb to soil, and volatize to subsurface soil vapor. Resulting complete pathways involve vapor migration into open excavations including utility trenches (ECON and Blankinship & Associates, 2007).

4.5.2 Groundwater

COCs in groundwater may be expected to volatilize via advection and diffusion through the vadose zone to subsurface soil vapor and on-site trenches. COCs in groundwater may be expected to infiltrate/percolate and mix in groundwater and may be present in on-site trenches and excavations.

4.6 Potential Receptors During Remedial Action

ECON and Blankinship & Associates (2007) developed a flow chart for their CSM of the adjacent site to the north of the Site, which has similar subsurface conditions and is also impacted with hydrocarbons in subsurface soil and groundwater (Appendix D). The flow chart depicts complete exposure pathways for on-site trench workers (outdoor air) but also applies to potential off-site receptors including passers-by, and occupants of nearby residences and school buildings. Exposure pathways and potential receptors discussed below are based on this flow chart, with the exclusion of exposure pathways for building occupants (indoor and outdoor air), of which there currently are none.

4.7 Pathways C1 and C2: Soil Ingestion

During drilling and excavation activities at the Site, it is possible that adult on-site workers could accidentally ingest soil or groundwater during their activities. A site specific health and safety plan will be prepared to address these potential exposures. Workers will be made aware of the potential hazard and will be advised to wear personal protective equipment and to wash hands before eating or drinking.

4.7.1 Pathways C3 and C4: Dermal Absorption

Site workers will be required to wear personal protective equipment (PPE) such as gloves, coveralls, Tyvek, or like material to limit or prevent contact with soil.

4.7.2 Pathway C5 Vapor Intrusion to Indoor Air

On-site workers and potential off-site receptors are not expected to perform work inside enclosed spaces in which gas or vapors from the site could accumulate, therefore no exposure is expected.

4.7.3 Pathways C6 and C7: Ingestion of Groundwater by On-site Worker

The water underlying the Site is not used for municipal, domestic, industrial process, industrial service or agricultural water supply or to replenish surface water. Water beneath the Site will not be used as a source of drinking water and therefore no receptors will be exposed by this route.

If groundwater is encountered during drilling or excavation activities, it is unlikely to appear potable as a result of mixing with silt and dirt created during excavation activities. As a result, it is highly unlikely that workers will be inclined to drink the water.

4.7.4 Pathway C10: Ingestion of Vegetation by On-site Worker

The only vegetation existing currently at the Site is volunteer annuals and perennials growing from cracks in the asphalt and along the southern and western perimeters of the Site. As a result, it is highly unlikely that workers will be inclined to eat vegetation growing at the Site.

4.7.5 Outdoor Air Inhalation by On-site Workers and potential off-site receptors

In accordance with the soil and groundwater management plan, dust control measures will be in place during excavation activities at the Site. The on-site worker is therefore not expected to be exposed to COCs in airborne dust at the Site.

5.0 REMEDIATION PLAN

5.1 Soil Management Plan

A soil management plan (SMP) describing the procedures to be used to manage soil, groundwater, fugitive dust and odors at the Site during excavation, confirmation sampling, and backfilling are provided as a separate document. A site-specific Health and Safety Plan (HSP) accompanies the SMP.

5.2 Pre-Excavation Soil Characterization

West Yost will conduct a pre-excavation soil assessment to characterize the soil to be removed for proper disposal.

West Yost will oversee the digging and sampling of ten (10) exploratory potholes to depths up to approximately 7 ft bgs within the limits of the proposed excavation. West Yost will collect up to one (1) four-point composite soil sample sets from each pothole for a total of ten (10) four-point composites for waste disposal characterization. The pre-excavation potholes will generally be located in areas of highest estimated probability to contain compounds of concern. We anticipate there will be approximately 2,800 cubic yards of soil generated from the project. Each sample set will represent approximately 280 cubic yards of excavated material.

Samples will be logged and transported to a laboratory under chain of custody for analysis in accordance with landfill acceptance criteria. The borings will be logged to include measured thickness of asphalt and base rock, depth to contact with native soil, depth to groundwater (if encountered), lithologic description, recorded blow counts, moisture and other relevant observations.

West Yost will receive, review, and summarize the analytical data representing the soil to be removed for disposal and provide verbal recommendations to Thompson Development regarding which disposal facilities are most appropriate and cost-effective. Following this coordination, West Yost will prepare proposal packages for the select disposal facilities.

The pre-excavation soil assessment will be designed to collect the data necessary to satisfy disposal requirements for Potrero Hills Landfill in Suisun City and B&J Landfill in Vacaville.

West Yost will prepare a report presenting the results of the pre-excavation characterization and the details regarding the loading and transportation to the selected disposal option. Copies of the report will be made available to all contractors with responsibility for completing the Remedial Action Plan.

5.3 Excavation (Source Removal) Plan

Remediation of the remaining secondary sources of contamination will be accomplished by excavating and removing the impacted soil for offsite disposal. Two excavations of varying depth are planned, as shown on Figure 9. Also shown on Figure 9 are the locations of potholes that will be excavated to assess data gaps as discussed in Section 2.3.5. Depending on the findings of these data gap analyses, smaller excavations may be made to address soil impacts, if they occur.

Soil will be excavated to a maximum depth of 7 ft bgs downgradient of the gasoline UST excavations northward to north of the pump islands

Soil underneath Building 970, will be excavated to a maximum depth of 6 ft bgs except in one area in the former location of the northern hydraulic lift (H-N), which will be excavated to approximately 10 ft bgs.

Where planned excavation areas are paved, the pavement will be removed first. As soil is excavated to the maximum depth of known contamination, screening will be conducted using visual observation and with a photoionization detector (PID). When these screening methods indicate that the maximum extent of contaminated soil may have been reached, soil samples will be collected and analyzed in the field by a mobile laboratory operated by Analytical Sciences of Petaluma, California. The mobile laboratory screening will be particularly useful in the areas contaminated by the heavier hydrocarbons, which are not as easy to detect using hand-held field screening tools such as a PID.

This method will be used to guide and direct the excavation in real time. Field screening the soil before confirmation sampling is intended to prevent re-mobilization of excavation equipment and repeat confirmation sampling with the goal of saving both time and money.

Excavated areas deeper than 4 ft bgs will have 45-degree sloped sides in accordance with CalOSHA Protective Systems (Sec. 1541.1 (a) through Sec. 1541.1 (e)) so that the excavations can be entered for confirmation sampling by the ISM method. A competent person as defined by CCR Title 8 Section 1540 will examine the sloped excavations before allowing workers to enter for sample collection. The site safety officer, as identified in the Health and Safety Plan prepared under separate cover, will limit any access to the excavation unless determined necessary and safe.

Following completion of all sampling, the excavation will be backfilled and compacted to original surface grade in accordance with the contractor's excavation/grading permit issued by the City of Novato. The proposed source of backfill material is the Soil and Stony Point Rock Quarry of Cotati, California. Two products are proposed; ¾" drain rock, and ½" aggregate subbase. The drain rock will be used if groundwater seeps into the excavation to fill up to the surface of the water. The bulk of the excavation will be filled with the subbase material. Prior to

the start of excavation work, the backfill material will be sampled and analyzed for the primary constituents of concern: TPHg/d/mo, BTEX, and MTBE. Geotechnical filter fabric will be installed between the subbase and drain rock and between the fill materials and native soil to minimize the intrusion of the finer subbase material into the interstitial spaces of the drain rock leading to potential subsidence of the fill material. Backfill will be placed in the lower portion of the excavation in lifts of 3-feet and compacted to 90 percent of maximum density. Field density tests will be performed on every lift at locations specified by a licensed geotechnical engineer. The upper two feet will be placed in six-inch lifts. The upper six inches will be compacted to 95 percent maximum density or greater.

5.4 Confirmation Sampling Plan

The criterion for successful soil remediation is achieving average contaminant concentrations in soil below Remediation Goals. West Yost will evaluate remaining contaminant concentrations by conducting confirmation sampling using the Interstate Technology Regulatory Council's (ITRC) ISM Technical and Regulatory Guidance Document, (February 2012) Incremental Sampling Methodology (ISM). Because the ultimate objective is to make the Site suitable for residential development and justify the removal of land use restrictions, the confirmation sampling plan is also designed to collect data that will be useful for human health risk assessment.

ISM results provide estimates of the mean contaminant concentrations in a defined volume or area of soil known as a decision unit (DU). In this case, ITRC confirmation sampling will be based on area DUs designed for the floor and sidewalls of the excavations. The sidewalls will be divided into two layers; 0 to 0.5 feet (surface), and 0.5 feet to the base of the excavation (subsurface soil). The sidewall DUs will be 175 linear feet or less and the floor DUs will be divided into areas of 4,000 square feet or less.

The health risk assessment will focus on soil which future residents could potentially encounter which, by agreement with DTSC, includes all soil from the surface down to 0.5 feet below surface and two sidewalls and the floors from each excavation. These DUs are classified as Assessment DUs. There are 6 near surface Assessment DUs: four around the perimeter of the large excavation (DUs 1-4) and two around the small excavation (DUs 5 & 6) (Figure 10). The primary objective of ISM sampling of Assessment DUs will be to calculate the mean and 95 percent UCL of contaminant concentrations.

The residual concentrations of contaminants from the former fuel release mostly affect soil below 0.5 feet. The DUs below 0.5 feet are classified as Remediation DUs. There are 12 Remediation DUs (DUs 7-18). The primary objective of ISM sampling in the Remediation DUs is to demonstrate that the mean concentrations are less than Remediation Goals. Some of these DUs (DUs 7, 8, 11, 12, 14, 15, and 17) are also considered Assessment DUs and will, therefore, received the same sampling strategy as the other Assessment DUs.

An ISM sample consist of many small increments. The number of increments is based on studies sited in the ISM guidance document. These studies show that increasing the number of increments improves the ability to predict the true mean of the parameters under study. However; the improvement begins to drop-off after 30 increments. A sample size of 32 was selected for this project because it is the first number greater than 30 that can be practically laid out in the field with divisions of halves, quarters, and eighths. The subsurface DUs will be divided into a

grid of 8 columns and 4 rows. The surface DUs (1-6) will be divided into a single row of 32, side-by-side, cells.

A sample increment will be collected from each of the 32 cells in each DU by systematic random sampling. Replicate samples will also be collected using different strategies for each DU class. Three replicate sample sets will be collected from every Assessment DU to provide the data necessary for calculation of the 95 percent UCL of each contaminant of concern. Fewer replicate samples are needed for the Remediation DUs. Confirmation of remediation requires an understanding of mean concentrations which can be done with one ISM sample per DU. Additional replicate samples are needed to evaluate how well the ISM samples predict the mean but are not needed for every DU.

The increment and replicate samples will be combined in the field, labeled, placed in a cooler with ice, transported to a freezer under chain of custody, and frozen overnight. They will then be transported under chain of custody to Eurofins laboratory in Davis, California and processed in accordance with Section 6 of the ISM guidance document. Eurofins is a California-certified laboratory with experience in processing ISM samples. The DU samples will be analyzed by the following methods:

- TPHg/d/mo: EPA Method 8015B;
- Benzene, toluene, ethylbenzene, xylenes and Methyl tert-butyl ether (BTEX & MTBE) compounds: EPA Method 8260B;
- LUFT 5 Metals - EPA Method 6010C;
- Tetraethyl lead - EPA Method 8270C;
- Samples from DUs 5, 6, 13, 14, 15, 16, 17, and 18 will be analyzed for PCBs - EPA Method 8082; and
- Samples from DUs 8, 12, 14, and 17 will be analyzed for PAHs – EPA Method 8270C – SIM..

5.5 Replacement of Active Monitoring Wells

After backfilling and compaction of the Site are complete, West Yost proposes to install three wells to replace wells previously removed from the groundwater network on the Site. These wells, MW-1A, MW-4A, and 970-MW4, are wells that follow the center line of the MTBE plume across the approximate length of the Site from just downgradient of the former gasoline UST excavation to the north boundary of the Site. This proposed reduction in monitoring wells is warranted by the significant reduction in the concentrations of MTBE in groundwater beneath the Site since active remediation was completed. A separate well installation work plan will be submitted for review. The DON will use these new wells, along with the two existing monitoring wells, to continue their semi-annual monitoring of groundwater conditions.

6.0 HUMAN HEALTH RISK ASSESSMENT

A separate HHRA will be conducted after completion of the remedial action. The HHRA will include soil vapor sampling adjacent to and within, newly backfilled areas as well as in areas of the Site that were impacted by MTBE in groundwater that have not been excavated during the remedial action. This sampling will involve installing new soil vapor probes, which would be conducted concurrently with groundwater monitoring well reinstallation. The extent of soil vapor sampling will be determined after completion of the remedial action.

7.0 SCHEDULE

The following proposed schedule is based on anticipated approval of this RAP in September 2015. The schedule is subject to change, based on permitting, the public notification process, availability of equipment, weather forecast, and contractor scheduling.

- **September**: Review and approval of remedial action/sampling plan.
- **November**: Excavation and backfilling.
- **December**: Replacement of destroyed groundwater monitoring wells.

8.0 LIMITATIONS

This soil excavation and disposal project will be conducted in general accordance with the accepted standard of practice for similar services that exists in Northern California at the time the work is performed. It should be recognized that definition and evaluation of environmental conditions is a difficult and inexact art. Judgments leading to conclusions and recommendations are generally made with an incomplete knowledge of the conditions present. More extensive studies, including additional environmental investigation, can reduce the inherent uncertainties associated with such studies. If Thompson Development wishes to reduce the uncertainty beyond the level associated with this study, West Yost should be notified for additional consultation. Our firm has prepared this report for Thompson Development's exclusive use for this particular project and in accordance with generally accepted environmental practices within the area at the time of our work. No other representation, expressed or implied, and no warranty or guarantee is included or intended.

This report may be used only by Thompson Development and only for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both on-site and off-site) or other factors may change over time, and additional work may be required with the passage of time. Any party other than Thompson Development who wishes to use this report shall notify West Yost of such intended use. Based on the proposed use of the report, West Yost may require that additional work be performed and that an updated report be issued. In the absence of express, written approval from West Yost, no use of this report for other than the original stated purpose is authorized.

9.0 REFERENCES

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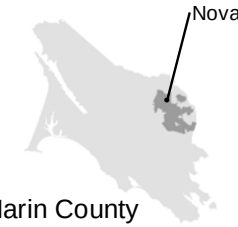


LEGEND

Approximate Site Boundary

N

0 1,000 2,000

Scale in Feet

FIGURE 1

Remedial Action Plan
Hamilton Square
970 C Street, Novato, CA
(T0609592161)

Site Location

THOMPSON DEVELOPMENT INC.
AN AFFILIATE OF WEST BAY BUILDERS INC.

WEST YOST ASSOCIATES

LEGEND

- Gas Station
- Canopy
- Approximate Site Boundary

N

0 100 200

Scale in Feet

FIGURE 2

Remedial Action Plan
Hamilton Square
970 C Street, Novato, CA
(T0609592161)

Site Vicinity

THOMPSON DEVELOPMENT INC.
AN AFFILIATE OF WEST BAY BUILDERS INC.

WEST YOST ASSOCIATES

LEGEND

- Former UST Location
- Estimated Extent of Tank Excavation
- Gas Station
- Canopy
- Approximate Site Boundary
- Storm Drain Inlet
- Hydaulic Lifts

N

0 40 80

Scale in Feet

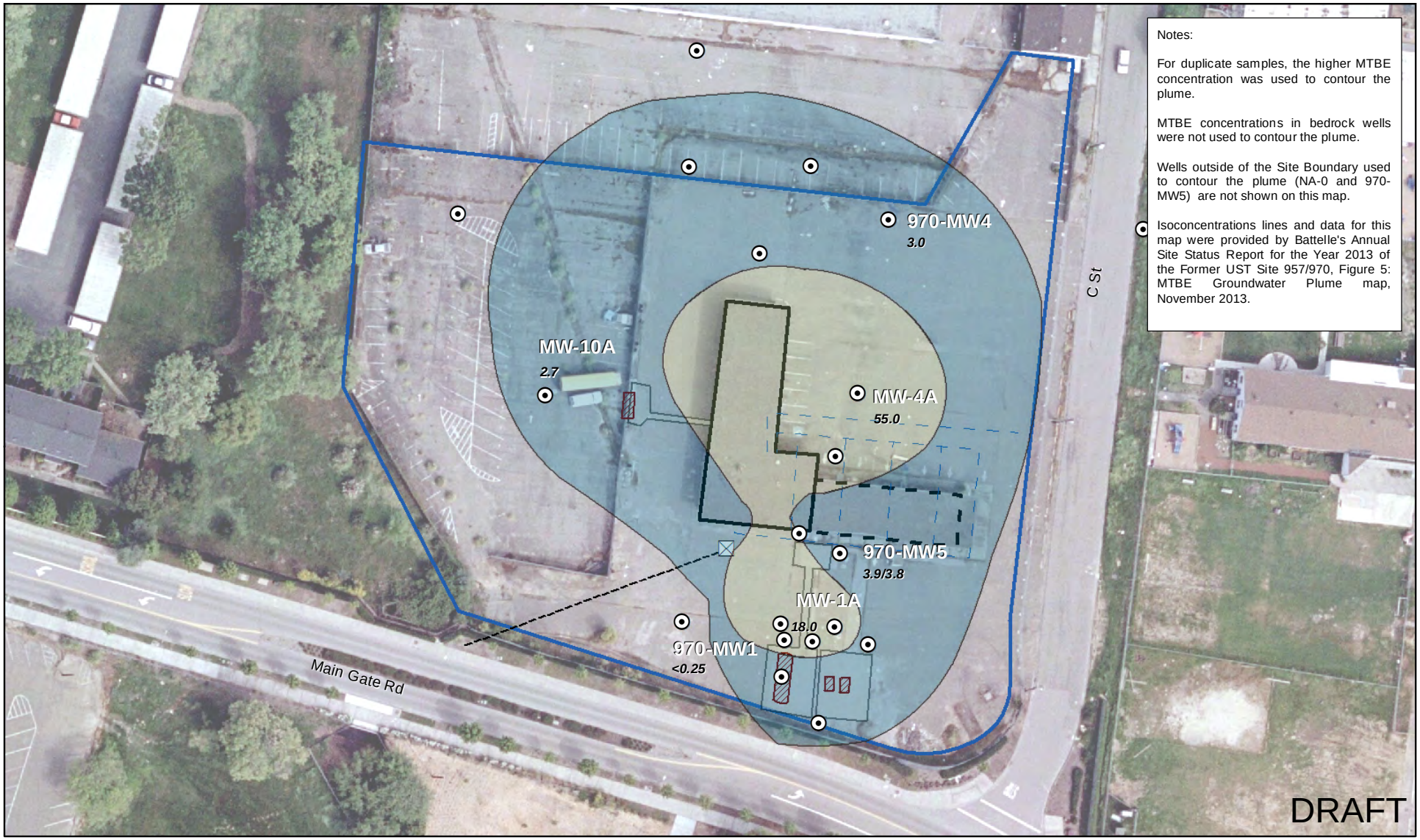
FIGURE 3

Remedial Action Plan
Hamilton Square
970 C Street, Novato, CA
(T0609592161)

Site Plan

THOMPSON DEVELOPMENT INC.
AN AFFILIATE OF WEST BAY BUILDERS INC.

WEST YOST ASSOCIATES



Notes:

For duplicate samples, the higher MTBE concentration was used to contour the plume.

MTBE concentrations in bedrock wells were not used to contour the plume.

Wells outside of the Site Boundary used to contour the plume (NA-0 and 970-MW5) are not shown on this map.

Isoconcentrations lines and data for this map were provided by Battelle's Annual Site Status Report for the Year 2013 of the Former UST Site 957/970, Figure 5: MTBE Groundwater Plume map, November 2013.

LEGEND

- Monitoring Well Location Used to Contour
- Monitoring Well Location Not Used to Contour

MTBE Concentrations (November 2013)

- 1 - 13 µg/l
- 13 - 100 µg/l
- *55.0* MTBE Concentration in µg/l
- Storm Drain Inlet
- Approximate Water Line Location
- Approximate Storm Drain Location
- Former UST Location
- Estimated Extent of Tank Excavation
- Gas Station
- Canopy
- Approximate Site Boundary

N

0 40 80

Scale in Feet

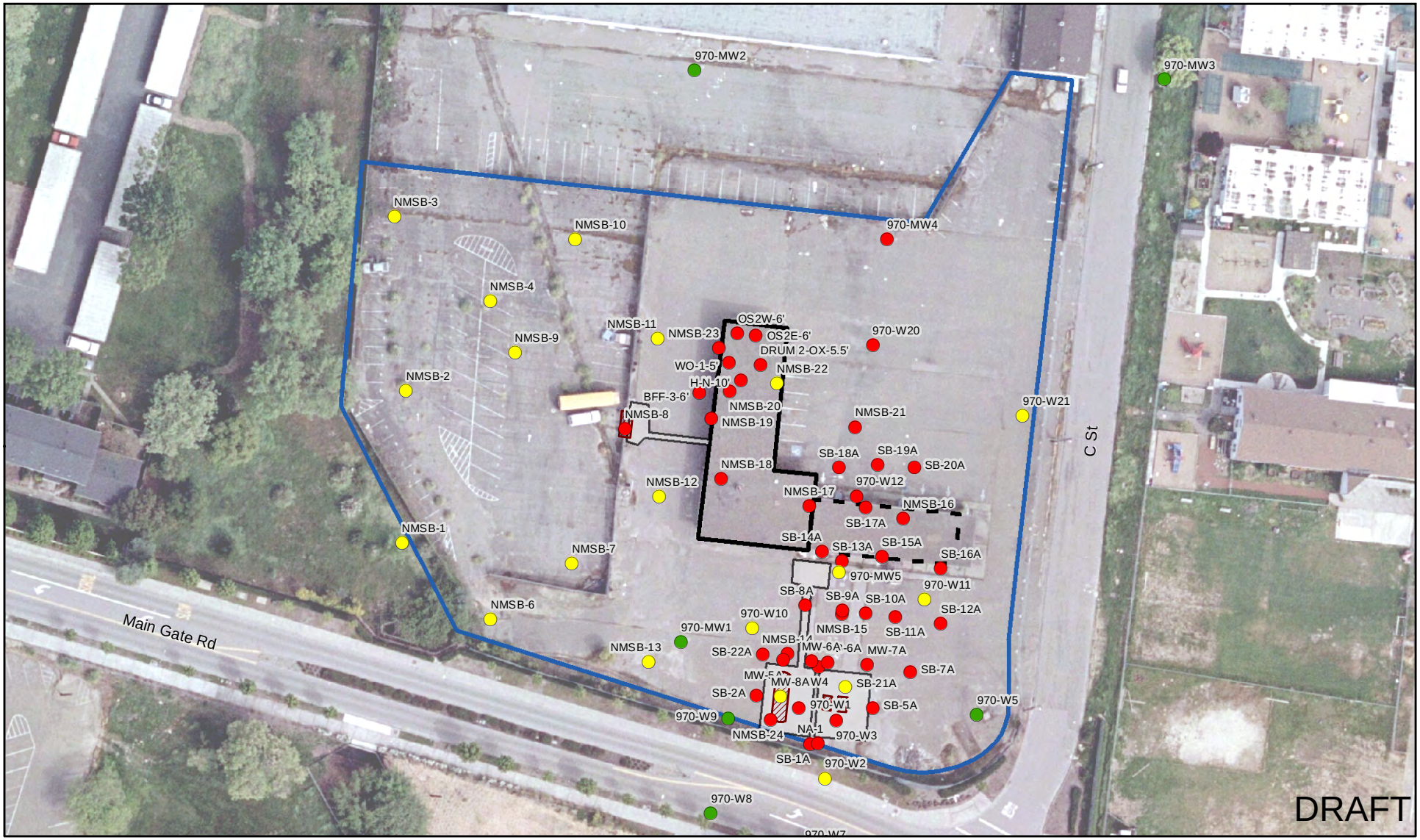
FIGURE 4

Remedial Action Plan
Hamilton Square
970 C Street, Novato, CA
(T0609592161)

MTBE Isoconcentration Contours

THOMPSON DEVELOPMENT INC.
AN AFFILIATE OF WEST BAY BUILDERS INC.

WEST YOST ASSOCIATES



LEGEND

- Former UST Location
- Estimated Extent of Tank Excavation
- Gas Station
- Canopy
- Approximate Site Boundary

Soil Sample Location

Maximum Contaminant Concentration

- Non-Detect
- < Residential ESL
- > Residential ESL

N

0 40 80

Scale in Feet

FIGURE 5
Remedial Action Plan
Hamilton Square
970 C Street, Novato, CA
(T0609592161)

Summary of Maximum Concentrations in Soil Above Groundwater

THOMPSON DEVELOPMENT INC.
AN AFFILIATE OF WEST BAY BUILDERS INC.

WEST YOST ASSOCIATES

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970-MW4 5' MTBE 1
OS2W-6' 6' TPHd 460
OS2E-6' 6' TPHd 100
970-W20 8' Benzene 0.069
NMSB-23 4.5' TPHmo 9200
WO-1-5' 5' TOG 750
DRUM 2-OX-5.5' 10' TOG 4300
H-N-10' 10' TPHo 780
BFF-3-6' 6' TPHd 130
NMSB-20 0.5' TPHmo 1800
NMSB-19 4.5' TPHmo 9100
NMSB-8 4.5' TPHmo 360
NMSB-21 4.5' MTBE 0.43
SB-18A 5.5' MTBE
SB-19A 6' MTBE 6.6
SB-20A 6' MTBE 1.3
NMSB-18 1' TPHmo 650
970-W12 5' Benzene 1.5
NMSB-17 4.5' MTBE 0.21
SB-17A 6' MTBE 7.2
NMSB-16 4.5' MTBE 0.98
SB-14A 6' MTBE 2.4
SB-15A 5.5' MTBE 1
SB-16A 5.5' MTBE 0.9
SB-13A 6' MTBE 1.5
SB-8A 5.5' Benzene
SB-9A 6' MTBE 8.9
SB-10A 5.5' MTBE 2.5
NMSB-15 4.5' MTBE 3
SB-12A 5.5' MTBE 0.218
SB-11A 5.5' MTBE 0.238
SB-22A 6' MTBE 0.11
NMSB-14 0.5' TPHmo 110
MW-6A 6' MTBE 1.36
MW-7A 6' TPHg 450
MW-5A 6' MTBE 0.224
970-W4 5' Benzene 3.7
SB-7A 5.5' MTBE 0.161
SB-2A 5.5' MTBE 0.06
970-W1 5' Benzene 0.049
SB-5A 5.5' MTBE 3
NMSB-24 0.5' TPHmo 5200
970-W3 5' TPHg 1600
SB-1A 5.5' Benzene 0.6
NA-1 ' MTBE 0.67

DRAFT

LEGEND

- Approximate Site Boundary
- Estimated Extent of Former Tank Excavation
- Proposed Excavation Area
- Soil Sample Location

Sample ID — Constituent of Concern
970-W1 5' Benzene 0.049
Depth ft — Concentration mg/kg

N
0 15 30
Scale in Feet

THOMPSON DEVELOPMENT INC.
AN AFFILIATE OF WEST BAY BUILDERS INC.

WEST YOST ASSOCIATES

FIGURE 6

Remedial Action Plan
Hamilton Square
970 C Street, Novato, CA
(T0609592161)

Soil Sample Locations Exceeding ESLs

LEGEND

- Former UST Location
- Estimated Extent of Tank Excavation
- Approximate Site Boundary
- Groundwater Sample

Plume 2013

MTBE Concentrations (November 2013)

- 1 - 13 µg/l
- 13 - 100 µg/l

N

0 50 100

Scale in Feet

FIGURE 7
Remedial Action Plan
Hamilton Square
970 C Street, Novato, CA
(T0609592161)

Summary of Groundwater Investigations and 2013 Plume Conditions

THOMPSON DEVELOPMENT INC.
AN AFFILIATE OF WEST BAY BUILDERS INC.

WEST YOST ASSOCIATES

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LEGEND

- Former UST Location
- Estimated Extent of Tank Excavation
- Approximate Site Boundary

Maximum Contaminant Concentration

- ND
- < Residential ESL
- > Residential ESL

N

0 20 40

Scale in Feet

FIGURE 8
Remedial Action Plan
Hamilton Square
970 C Street, Novato, CA
(T0609592161)

Summary of
Maximum Concentrations in Soil Vapor

THOMPSON DEVELOPMENT INC.
AN AFFILIATE OF WEST BAY BUILDERS INC.

WEST YOST ASSOCIATES

LEGEND

- Estimated Extent of Former Tank Excavation
- Approximate Site Boundary
- Pre-excavation Test Pit

Proposed Excavations

- 6' bgs (TPHd/mo)
- 7' bgs
- 10' bgs

N

0 30 60

Scale in Feet

FIGURE 9

Remedial Action Plan
Hamilton Square
970 C Street, Novato, CA
(T0609592161)

Proposed Excavations

THOMPSON DEVELOPMENT INC.
AN AFFILIATE OF WEST BAY BUILDERS INC.

WEST YOST ASSOCIATES

LEGEND

- Estimated Extent of Tank Excavation
- Approximate Site Boundary

N

0 30 60

Scale in Feet

FIGURE 10

Remedial Action Plan
Hamilton Square
970 C Street, Novato, CA
(T0609592161)

Incremental Sampling Methodology Plan

THOMPSON DEVELOPMENT INC.
AN AFFILIATE OF WEST BAY BUILDERS INC.

WEST YOST ASSOCIATES

APPENDIX A

Land Use Covenant

RECORDING REQUESTED BY:

Paul Thompson, Managing Member

And when recorded, mail this Deed and, unless otherwise shown below, mail tax statements to:

Hamilton Square, LLC
250 Bel Marin Keys Blvd., Bldg. A
Novato, CA 94949

Recorders Serial No. 2005-22621
Recorded 4 / 20 / 2005 @ 12:00 PM
Mo. Day Year
Certified to be a true and correct copy of the original.
FIRST AMERICAN TITLE COMPANY of Marin
BY _____

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTIONS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1471 FOR HAMILTON SQUARE PARCEL –NOVATO, CALIFORNIA

This Deed is made this 18th day of April, 2005, by and between the **United States of America**, acting by and through the Department of the Navy, hereinafter called **GRANTOR,** and Hamilton Square, LLC, a California limited liability company, hereinafter called **GRANTEE.**

WITNESSETH:

WHEREAS in response to GRANTOR'S Invitation For Bids No. 9PR-2004-192, GRANTEE offered to purchase a portion of the former Department of Defense Housing Facility Novato ("DODHF"), which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1993, as amended ("Base Closure Act"), and which no longer is required for military purposes; and

WHEREAS, GRANTOR is authorized to convey such property at DODHF to the GRANTEE pursuant to the Base Closure Act; and

WHEREAS, GRANTOR has completed remedial actions on the property to be conveyed to GRANTEE herein that are necessary to provide the covenant required by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9620(h)(3)(A)(ii)(I); and

WHEREAS, GRANTOR has found and determined that the property is suitable for transfer pursuant to the Finding of Suitability to Transfer (FOST), dated 1 August 2003, and the First Amendment to the FOST, dated 15 September 2003; and

WHEREAS, Pursuant to California Civil Code § 1471, GRANTOR has determined that it is reasonably necessary to impose certain restrictions on the use of such

property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the property described hereinafter with particularity.

NOW, THEREFORE, GRANTOR, for good and valuable consideration of Nine Hundred Thousand and No/100 Dollars ($900,000.00) in lawful money of the United States of America, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property, comprising approximately 2.7 acres, more or less (hereinafter called "Property"), as more particularly described in Exhibit "A," attached hereto and made a part hereof.

I. TOGETHER WITH all of GRANTOR's right, title and interest in and to:

A. All buildings, facilities, roadways, utility systems, and other improvements and infrastructure located on the property.

B. All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges, appurtenance and other rights belonging or related thereto.

C. All rights to minerals, gas, oil and water.

II. SUBJECT TO THE FOLLOWING RESERVATION, NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against GRANTEE, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, in perpetuity:

A. GRANTOR and GRANTEE acknowledge that the Property is subject to the provisions of a certain COVENANT TO RESTRICT USE OF PROPERTY AND ENVIRONMENTAL RESTRICTION FOR PARCELS 28, 29 AND 30 (aka EXCHANGE TRIANGLE PARCEL 1 – "SALE AREA") AT DEPARTMENT OF DEFENSE HOUSING FACILITY, NOVATO (the "Covenant Agreement") by and between the GRANTOR, as Covenantor, and the State of California acting by and through the Department of Toxic Substances Control (DTSC) and the San Francisco Bay Regional Water Quality Control Board (RWQCB), as Covenantees. In accordance with its terms, this Covenant Agreement was recorded in the County of Marin prior to recordation of this Deed. Said Covenant Agreement includes restrictions on use of the Property and requirements for soil and ground water management on the Property also covered below. GRANTOR and GRANTEE intend that the restrictions and requirements set out below, which are enforceable by the GRANTOR against the GRANTEE and its successors and assigns, shall be interpreted in a manner that is consistent and not in conflict with the restrictions and requirements set forth in Article IV of the Covenant Agreement which is enforceable by DTSC and RWQCB against the GRANTEE and its successors and assigns. A failure to enforce the Covenant Agreement by DTSC and RWQCB shall not preclude the GRANTOR from enforcing any restrictions or covenants herein.

B. GRANTEE agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements,

and encumbrances of record, and any facts which a physical inspection or accurate survey of the premises may disclose. Failure of GRANTOR to insist in any one or more instances upon complete performance of any of the covenants or conditions of this quitclaim deed will not be construed as a waiver or a relinquishment of the future performance of such covenants or conditions, but the obligations of GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

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

D. A FOST and a First Amendment to the FOST have been completed and an Environmental Baseline Survey ("EBS") and a Supplemental EBS report are referenced in the FOST. The FOST and EBSs reference environmental conditions on the Property. GRANTEE acknowledges that it has received copies of the EBSs, the FOST and the First Amendment to the FOST, and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

E. FEDERAL AVIATION ADMINISTRATION COVENANT.

GRANTEE covenants for itself, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration ("FAA") in accordance with Title 14 of the Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

F. LEAD BASED PAINT.

(1) GRANTEE hereby is informed and does acknowledge that Lead Based Paint ("LBP") is presumed to exist in the building and structures on the Property. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

(2) GRANTEE covenants and agrees for itself, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land that in its use and occupancy of the Property, it will comply with all applicable Federal, State and local laws relating to LBP. GRANTEE acknowledges that GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to 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 Property, arising after the

conveyance of the Property from GRANTOR to GRANTEE, regardless of whether GRANTEE has properly warned, or failed to properly warn, the persons injured.

G. ASBESTOS AND ASBESTOS CONTAINING MATERIALS.

(1) GRANTEE hereby is informed and does acknowledge that asbestos or asbestos containing materials ("ACM") have been found and are otherwise presumed to exist in the building and structures on the Property. GRANTEE acknowledges receipt of certain documentation, which is described more particularly in Exhibit "B", disclosing the presence of any known asbestos or ACM hazards in buildings and structures on the Property. GRANTEE covenants for itself, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land that it will prohibit occupancy of the building and structures, or portions thereof, containing known asbestos or ACM hazards prior to abatement of such hazards or demolition of the building or structure.

(2) GRANTEE covenants and agrees for itself, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land that in its use and occupancy of the Property, including but not limited to demolition of the building containing ACM, it will comply with all applicable Federal, State and local laws relating to ACM. GRANTEE acknowledges that GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to 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 activity causing or leading to contact of any kind whatsoever with ACM in the structures on the Property, arising after the conveyance of the Property from GRANTOR to GRANTEE, regardless of whether GRANTEE has properly warned, or failed to properly warn, the persons injured.

H. PROHIBITED USES.

(1) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that the Property shall not be used for the following purposes:

(a) A residence including any mobile home or factory built housing constructed or installed for use as residential human habitation.

(b) A hospital for humans.

(c) A school for persons under 21 years of age.

(d) A daycare center for children.

(2) The GRANTEE may request approval from the GRANTOR for, and the GRANTOR may at its discretion provide, a variance or termination of the Prohibited Uses under Paragraph H (1) above as they apply to all or any portion of the Property. The GRANTEE's request shall only be made after the GRANTEE has applied for and obtained

written approval from DTSC and RWQCB for a variance or termination of such Prohibited Uses in accordance with Article VI, Paragraphs 6.01 or 6.02 of the Covenant Agreement referred to in Paragraph A herein. GRANTOR shall not unreasonably withhold approval for a requested variance or termination of the Prohibited Uses under Paragraph H(1) above, and in the event of approval, GRANTOR shall provide a Notice of Release or other appropriate instrument, in recordable form, documenting the approved variance or termination.

I. SOIL AND GROUNDWATER MANAGEMENT.

(1) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that it will prepare and obtain from GRANTOR, California Department of Toxic Substances Control (DTSC), and San Francisco Bay Regional Water Quality Control Board ("RWQCB") concurrence on a dewatering plan prior to conducting any dewatering activities on the Property.

(2) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that it shall not disturb or use existing groundwater monitoring or other test wells on the Property without the prior written approval of the GRANTOR, DTSC, and RWQCB.

(3) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that it shall not install groundwater production wells nor use the groundwater for residential, municipal, agricultural, or industrial uses without the written approval of the GRANTOR, DTSC, and RWQCB.

(4) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that it shall not conduct actions on the Property which could affect the gasoline constituent groundwater plumes (e.g., construction or creation of groundwater recharge areas, surface impoundments, or disposal trenches), unless conducted in accordance with a workplan prepared by GRANTEE and approved by GRANTOR, DTSC, and RWQCB.

(5) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that it will not conduct activities which will disturb the soil at or below 5 feet below current ground surface (e.g., excavation, grading, removal, trenching, filling, earth movement, or mining) on the entire Property without a soil management plan and a health and safety plan prepared by GRANTEE and approved by GRANTOR, DTSC, and RWQCB. GRANTEE shall submit written notification and request for approval of the aforementioned plans no later than thirty days prior to the date on which the GRANTEE desires to commence the proposed restricted activity. GRANTOR shall respond to such notification and request for approval in a timely manner and without unreasonable delay.

(6) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that it will not conduct activities which will disturb the soil at or below 3 feet below current ground surface in the area of known residual contamination on the Property beneath the foundation of Building 970, which is more particularly described in Exhibit "C", without a soil management plan and a health and safety plan prepared by GRANTEE and approved by GRANTOR. The GRANTEE shall submit written notification and request for approval of the aforementioned plans no later than thirty days prior to the date on which the GRANTEE desires to commence the proposed restricted activity. GRANTOR shall respond to such notification and request for approval in a timely manner and without unreasonable delay.

(7) The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that removal and disposal of contaminated soil or groundwater shall be conducted in accordance with all applicable Federal, State, and local regulations governing removal, transport, and disposal of hazardous substances and hazardous waste.

(8) The GRANTEE may request approval from the GRANTOR for, and the GRANTOR may at its discretion provide, a variance or termination of the restrictions and requirements related to Soil and Ground Water Management set forth under Paragraph I (1) through I (7) above as they apply to all or any portion of the Property. The GRANTEE's request for approval shall only be made after the GRANTEE has applied for and obtained written approval from DTSC and RWQCB for a variance or termination of such restrictions and requirements in accordance with Article VI, Paragraphs 6.01 or 6.02 of the Covenant Agreement referred to in Paragraph A herein. GRANTOR shall not unreasonably withhold approval for a requested variance or termination of the of the restrictions and requirements related to Soil and Ground Water Management set forth under Paragraph I (1) through I (7) above, and in the event of approval, GRANTOR shall provide a Notice of Release or other appropriate instrument, in recordable form, documenting the approved variance or termination.

J. ACCESS AND ONGOING CORRECTIVE ACTIONS.

(1) GRANTEE agrees on behalf of itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that GRANTOR, or its officers, agents, employees, contractors and subcontractors, or any Federal, State or local regulatory agency, shall have the right, upon reasonable notice to the GRANTEE, to enter and inspect the Property to ensure the viability of the selected land use controls as set forth in this Deed, or to perform ongoing corrective actions. The ongoing corrective actions include sampling and maintenance of subsurface groundwater wells and soil-gas probes as described in *Corrective Action Plan (CAP) for Groundwater for Former Underground Storage Tank Site 957/970 at Department of Defense Housing Facility Novato of March 2002*, which the CAP is referenced in the FOST.

(2) GRANTEE agrees on behalf of itself, its successors and

assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that construction and/or operations on the Property shall not interfere with said ongoing corrective actions being conducted by or for the GRANTOR or any Federal, State, or local regulatory agency. The GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between necessary ongoing remedial and corrective actions being conducted by the GRANTOR at the Property, and the operations and construction activities of the GRANTEE, and its successors and assigns.

K. COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA) RESPONSE CLAIMS AND SECTION 120h PROTECTIONS: Pursuant to Title 42 U.S.C. Section 9620 (h)(3)(A) of CERCLA, as amended, the following notices, assurances, covenants and declarations apply to the Property.

(1) Hazardous Substance Notification. Pursuant to 42 U.S.C. Section 9620(h)(3)(A), and the provisions of 40 C.F.R. Part 373, notice is hereby provided that hazardous substances were stored for one year or more, known to have been released, or disposed of on the Property. The information contained in this notice is required by regulations promulgated under Section 120(h) of CERCLA. The GRANTOR has made a complete search of its files and records concerning the Property. Based upon that search, the type and quantity of such hazardous substances, the time the storage, release, or disposal took place to the extent such information is available, and (3) a description of the remedial action taken, if any, is set out in Exhibit "D."

(2) Warranty. GRANTOR warrants for the benefit of GRANTEE, its successors and assigns, that all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the Property, has been taken before the date of this Deed.

(3) Additional Remediation Obligation. GRANTOR covenants for the benefit of GRANTEE, its successors and assigns, as a covenant running with the land, that GRANTOR shall conduct any additional remedial action found to be necessary after the date of this Deed for any hazardous substance existing on the Property prior to the date of this Deed. This covenant shall not apply to the extent that the GRANTEE caused or contributed to any release or threatened release of any hazardous substance, pollutant, or contaminant.

(4) Access. GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that the United States and its agencies, officers, agents, employees, contractors and subcontractors shall have the right, upon reasonable notice to GRANTEE, its successors and assigns, to enter upon the Property, in any case in which remedial action or corrective action is found to be necessary at such Property after the date of this Deed, or such access is necessary to carry out remedial action or corrective action on adjoining property. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, GRANTOR shall give to GRANTEE, its successors and assigns, reasonable notice of actions to be taken related to such remedial action or corrective action necessary at the Property, or on adjoining property and shall make reasonable efforts to minimize interference with the use of the Property, by GRANTEE, its successors and

assigns. Furthermore, the GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between the necessary environmental investigation and remediation activities and the GRANTEE's use of the Property. Any inspection, survey, investigation or other response, corrective or remedial action undertaken by GRANTOR will, to the maximum extent practicable, be coordinated with representatives designated by the GRANTEE. Neither GRANTEE nor its successors and assigns shall have any claim on account of such entry against the United States, or any of its agencies, officers, agents, employees, contractors or subcontractors.

(a) The right to enter described herein shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, testpitting, boring and other similar activities. Such right also shall include the right to construct, operate, maintain or undertake any other necessary remedial or corrective action including, but not limited to, monitoring wells, extraction wells treatment facilities, and the installation of associated utilities.

(b) In connection with GRANTOR's remedial or corrective actions described herein, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that it shall comply with those provisions of any health and safety plan applicable to GRANTEE, that is in effect during the course of any such action.

(5) Notification. GRANTEE agrees, on behalf of itself and its successors and assigns, as a covenant running with the land, that it shall:

(a) Notify GRANTOR in writing within 90 days after learning of any previously unidentified condition of the Property that suggests a response action is necessary, or, within 15 days after receiving notice of a claim by Federal, State or local regulators, or other third parties, of the existence of any condition on the Property that suggests a response action is necessary. If GRANTEE, or its successors and assigns, is served with a complaint or written notice of a claim by Federal, State or local regulators, the served party shall provide GRANTOR with a copy of such document not later than 15 days following service of such document; and

(b) Furnish GRANTOR copies of pertinent papers received by GRANTEE or any successors and assigns; and

(c) Provide, upon written notification and request of GRANTOR, reasonable access to the records and personnel of GRANTEE, or any successors and assigns, for purposes of defending or resolving the need for additional response action.

L. PETROLEUM. GRANTEE agrees, on behalf of itself and its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, as a covenant running with the land, that upon learning of any previously unidentified release or threatened release of petroleum or petroleum derivative (including without limitation MTBE) from, on, under or about the Property and any related soils or ground or surface waters, which may have been associated with Department of Defense activities at or about the Property, GRANTEE will notify GRANTOR by following the notification procedures set forth in subsection K(5) above.

III. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, WARRANTIES, INDEMNITIES, AND COVENANTS set forth in this Deed, unless subsequently released, are a binding servitude on the Property; shall inure to the benefit of GRANTOR and GRANTEE, and their respective successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code Section 1462 and 1471, and other applicable authority.

IV. NOTICES. Notices shall be deemed sufficient under this Deed if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in a writing theretofore delivered in accordance with the notice procedures set forth herein by the intended recipient of such notice):

If to the Grantee: Hamilton Square, LLC
250 Bel Marin Keys Blvd., Bldg. A
Novato, CA 94949

If to the Grantor: BRAC Program Management Office - West
Attn: BCM Novato
1230 Columbia St., Suite 1100
San Diego, CA 92101

If to Water Board: San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California 94612
Attention: Executive Officer

If to DTSC: Department of Toxic Substances Control
Northern California Branch
Office of Military Facilities
8800 Cal Center Drive
Sacramento, California 95826

V. LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this Quitclaim Deed:

A. Exhibit "A" Legal Description of the Property.

B. Exhibit "B" List of ACM Documentation.

C. Exhibit "C" Legal Description of Building 970 Foundation.

D. Exhibit "D" Notice of Hazardous Substances.

SIGNATURE PAGE

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA,
Acting by and through the Department of the Navy,

BY: _____
WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment & Closure Program
Management Office

ACCEPTANCE:

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

Date: _____.

HAMILTON SQUARE, LLC

BY: _____
PAUL THOMPSON
Managing Member

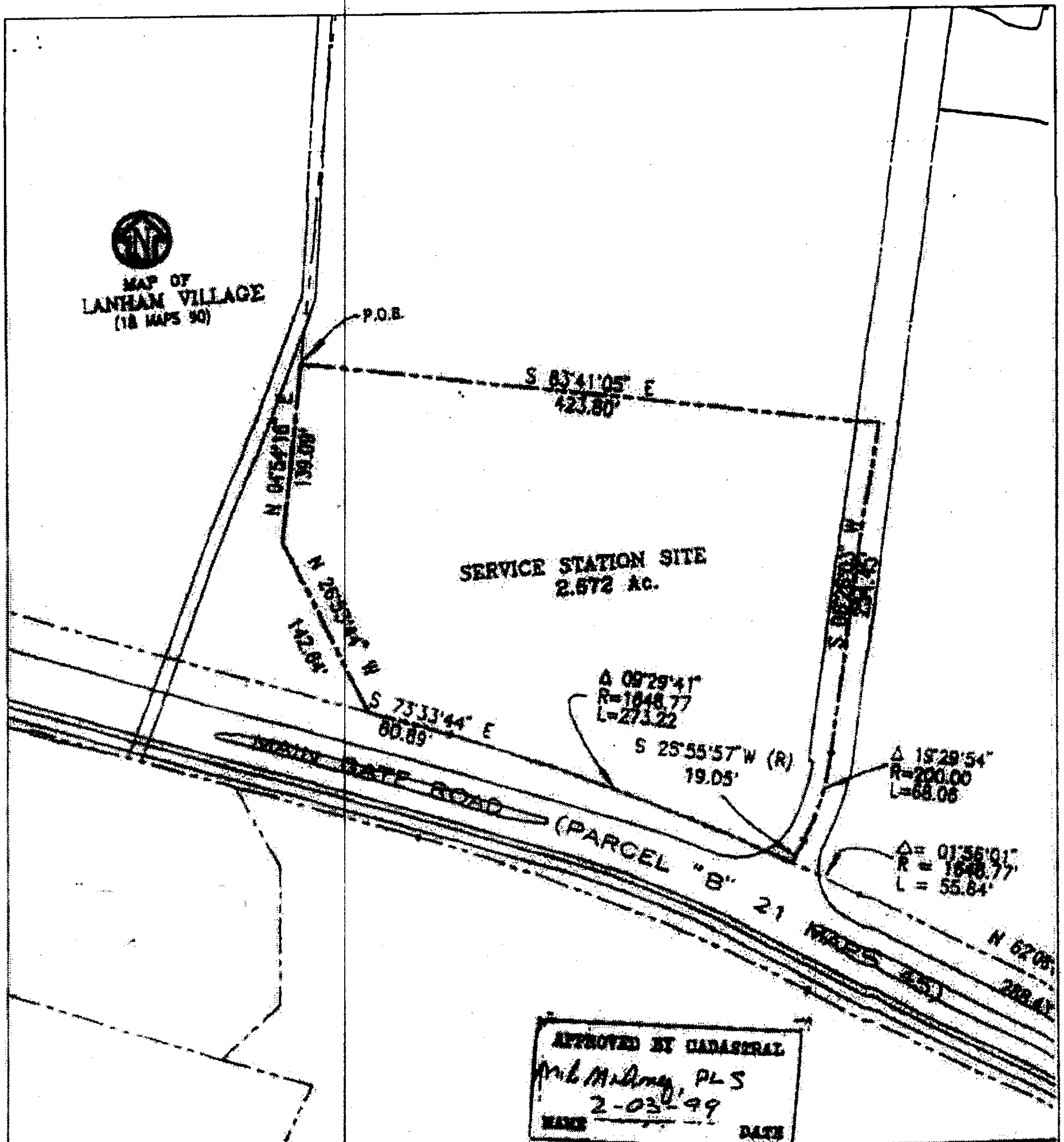
EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Legal Description of Hamilton Square

ALL THAT CERTAIN real property situated in the City of Novato, County of Marin, State of California, described as follows:

Beginning at a point on the Easterly line of Parcel 'E', as shown on that certain Map entitled, "Map of Lanham Village", filed for record July 19, 1983 in Volume 18 of Maps, at Page 90, Marin County Records; said point being North 04° 54′ 16″ East 139.09 feet from the Southerly terminus of the line described as "North 04° 54′ 16″ East 462.75 feet" on said map; thence leaving said Easterly line of Parcel 'E', South 83° 41′ 05″ East 423.80 feet; thence South 06° 26′ 03″ West 254.45 feet; thence along a curve to the right, tangent to the preceding course, having a radius of 200.00 feet, through a central angle of 19° 29′ 54″, an arc length of 68.06 feet; thence South 25° 55′ 57″ West 19.05 feet to the Northeasterly line of Main Gate Road, as shown on the Map of Hamilton Field, filed December 18, 1995 in Volume 21 of Maps, at Page 45, Marin County Records; thence along said Northeasterly line of Main Gate Road in a Westerly direction along a curve to the left, whose radius point bears South 25° 55′ 57″ West, 1,648.77 feet, through a central angle of 09° 29′ 41″, an arc length of 273.23 feet; thence North 73° 33′ 44″ West 60.89 feet, to the Easterly line of said Parcel 'E'; thence leaving said Northeasterly line of Main Gate Road, and along the previously identified Easterly line of Parcel 'E' (18 Maps 90), North 26° 53′ 44″ West 142.64 feet; thence continuing along said Easterly line of Parcel 'E', North 04° 54′ 16″ East 139.09 feet to the Point of Beginning.



CSW

[St]²

CSW/STUBER-STROEH
ENGINEERING GROUP, INC.
CONSULTING ENGINEERS

790 DeLong Ave., Novato, CA. 94945-3246
(415) 892-4763 FAX (415) 892-4502

© 1998

SCALE 1"=100'
11/19/98

JOB# 4100500

HAMILTON FIELD

SERVICE STATION SITE

NOVATO MARIN CALIFORN

EXHIBIT "B"

LIST OF ASBESTOS CONTAINING MATERIAL DOCUMENTS

"Asbestos Survey Report." Prepared by Supervisor of Shipbuilding, Conversion, and Repair, Portsmouth Shipyard (SSPORTS) Environmental Detachment, January 1998 (SSPORTS 1998a).

Asbestos Remediation Completion Report for Non-residential Buildings, Department of Defense Housing Facility, Novato California." Prepared by SSPORTS, April 1998 (SSPORTS 1998b).

"Asbestos Debris Pickup at Department of Defense (DoD) Housing Facility, Novato, California." Letter prepared by SSPORTS, July 21, 1998 (SSPORTS 1998d).

"Final Asbestos Survey of Condition Report at Buildings 930, 960, 965, 969, 970, 971, 972, and 973, Department of Defense Housing Facility, Novato, California." Prepared by CDM, January 17, 2003 (CDM 2003).

EXHIBIT "C"

LEGAL DESCRIPTION OF BUILDING 970 FOUNDATION

Legal Description Hamilton Field Building 970
Including 3 Foot Buffer Zone

COMMENCING at a point on the easterly line of Parcel "E", as shown on the Map of Lanham Village, recorded July 19, 1983 in Volume 18 of Maps at Page 90, Marin County Records, said point being the southeasterly terminus of the line described as "North 26°53′44″ West, 142.64 feet" on said map;

1. Thence leaving said easterly line of Parcel "E" North 68°35′49″ East, 145.16 feet to a magnetic nail and tag LS 3303, said point being the True Point of Beginning of this description;
2. Thence North 06°21′33″ East, 124.20 feet to a magnetic nail and tag LS 3303;
3. Thence South 83°38′27″ East, 36.21 feet;
4. Thence South 06°21′33″ West, 81.94 feet;
5. Thence South 83°38′27″ East, 25.38 feet;
6. Thence South 06°21′33″ West, 42.26 feet;
7. Then North 83°38′27″ West, 61.59 feet to the Tue Point of Beginning.

Containing 5,570 square feet more or less.

The basis of bearing for this description is taken from the "Map of Hamilton Field" filed in Book 21 of Maps, Page 45, Marin County Records.

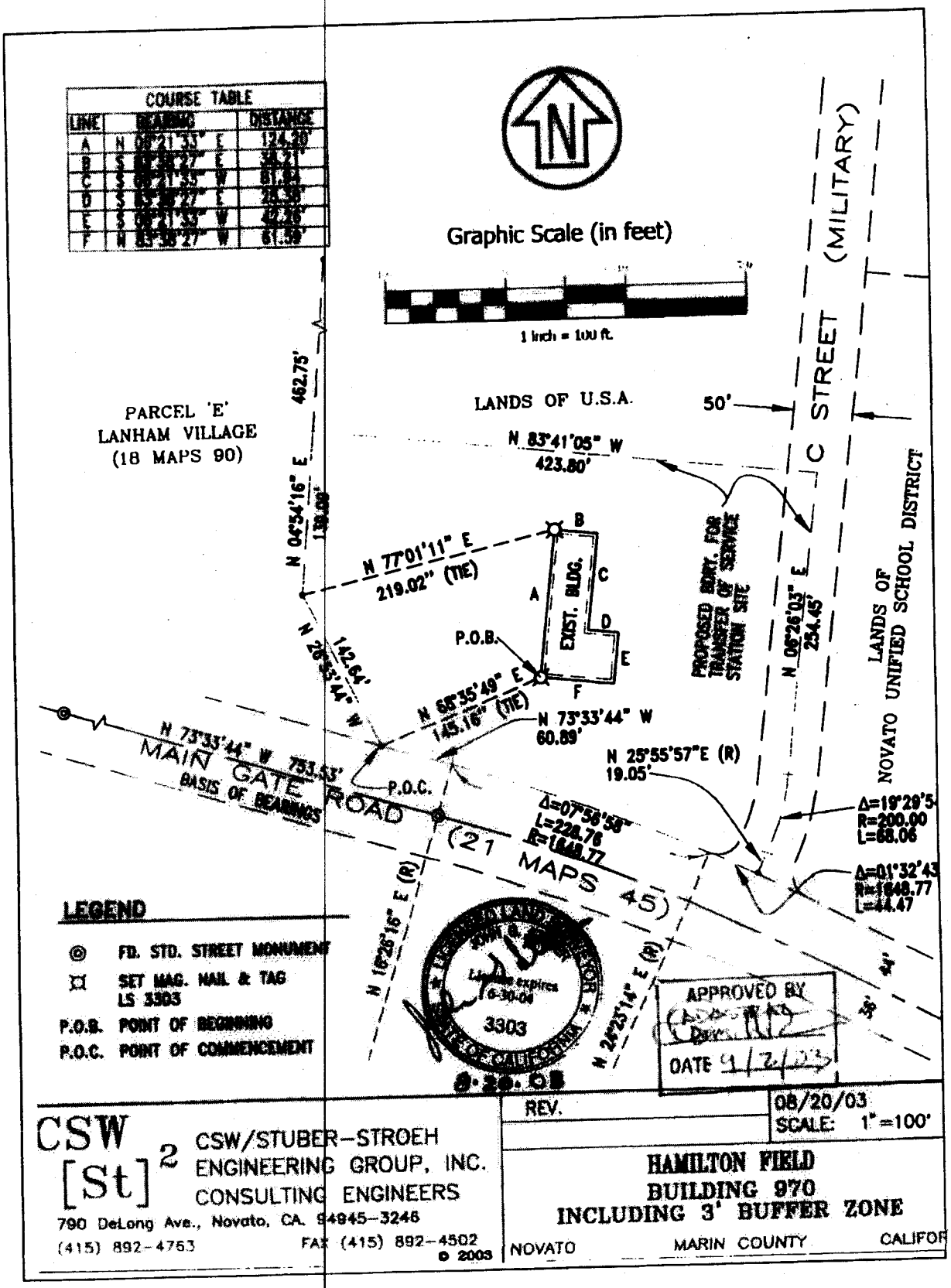

COURSE TABLE
LINE
BEARING
DISTANCE
A
B
C
D
E
F
Graphic Scale (in feet)
1 inch = 100 ft.
PARCEL 'E'
LANHAM VILLAGE
(18 MAPS 90)
462.75'
N 04°54'16" E
LANDS OF U.S.A.
50'
C STREET (MILITARY)
N 83°41'05" W
423.80'
N 77°01'11" E
219.02" (TIE)
B
C
A
EXIST. BLDG.
D
E
F
P.O.B.
PROPOSED BDRY. FOR TRANSFER OF SERVICE STATION SITE
N 06°26'03" E
254.45'
LANDS OF NOVATO UNIFIED SCHOOL DISTRICT
N 28°55'44" W
142.64'
N 66°35'49" E
145.16" (TIE)
N 73°33'44" W
60.89'
N 25°55'57"E (R)
19.05'
N 73°33'44" W 753.53'
MAIN GATE ROAD
BASIS OF BEARINGS
P.O.C.
Δ=07°58'58"
L=228.76
R=1643.77
(21 MAPS 45)
Δ=19°29'5
R=200.00
L=68.06
Δ=01°32'43
R=1643.77
L=44.47
N 18°26'16" E (R)
N 24°23'14" E (R)
4'
LEGEND
FD. STD. STREET MONUMENT
SET MAG. NAIL & TAG LS 3303
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
Expires 6-30-04
3303
8-20-03
APPROVED BY
DATE 9/2/03
CSW [St]2
CSW/STUBER-STROEH ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
790 DeLong Ave., Novato, CA. 94945-3246
(415) 892-4753
FAX (415) 892-4502
© 2003
REV.
08/20/03
SCALE: 1"=100'
HAMILTON FIELD
BUILDING 970
INCLUDING 3' BUFFER ZONE
NOVATO
MARIN COUNTY
CALIFOR

EXHIBIT "D"

NOTICE OF HAZARDOUS SUBSTANCES

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA of "Superfund") 42 U.S.C. Section 9620(h).

Parcel Number	Building Number	Hazardous Substance(s)	CAS #	Dates of Storage, Disposal, or Release	Stored (S), Disposed of (D), or Released (R)	Quantity Stored, Disposed of, or Released (Kilograms)
29	970	Lead	7439-92-1	Between 1974 and 1992	R	Unknown

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No: 2108-1728836 **(AC)**
APN No:

STATE OF **California**)SS
COUNTY OF **Marin**)

On **April 18, 2005** before me, **A. Cardy** personally appeared
William R. Carsillo & Paul Thompson
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 _____

A. CARDY
Comm. # 1443905
NOTARY PUBLIC - CALIFORNIA

This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

_____ _____
Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

RECORDING REQUESTED BY:
United States of America
Department of the Navy
C/o BRAC Operations Office
1220 Pacific Highway
San Diego, California 92132-5190

WHEN RECORDED, MAIL TO:
Department of Toxic Substances Control
Northern California Region
8800 Cal Center Drive
Sacramento, California 95826
Attention: Anthony J. Landis, P.E., Chief
Office of Military Facilities

San Francisco Bay Regional
Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California 94612
Attention: Loretta K. Barsamian, Executive Officer

Recorders Serial No. 2005-28508
Recorded 4 / 20 / 2005 @ 8:00 AM
Mo. Day Year
Certified to be a true and correct copy of the original.
FIRST AMERICAN TITLE COMPANY of Marin
BY _____

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY AND ENVIRONMENTAL RESTRICTION FOR PARCELS 28, 29 AND 30 (aka EXCHANGE TRIANGLE PARCEL 1 – "SALE AREA") AT DEPARTMENT OF DEFENSE HOUSING FACILITY, NOVATO

This Covenant and Agreement ("Covenant") is made by and between the United States of America (the "Covenantor") acting by and through the Department of the Navy ("DON"), the current owner of property situated in the City of Novato, County of Marin, State of California, described in Exhibits "A" attached hereto and incorporated herein by this reference (the "Property"), the State of California acting by and through the Department of Toxic Substances Control (the "Department") and the San Francisco Bay Regional Water Quality Control Board (the "Water Board"). Pursuant to Civil Code section 1471 and California Health and Safety Code ("H&SC") sections 25222.1 and

25355.5, the Department and the Water Board have determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials, as defined in H&SC section 25260, in the groundwater and the soil, and to protect waters of the state in accordance with California Water Code Division 7. In addition, pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) section 104 (42 USC section 9604), as delegated to the Covenantor by E.O. 12580, ratified by Congress in 10 USC Sec. 2701, et seq., and implemented by the National Oil and Hazardous Substances Pollution Contingency Plan (NCP B 40 CFR Part 300) and implementing guidance and policies, the Covenantor has also determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as the result of the presence on the land of hazardous substances, pollutants and contaminants as defined in CERCLA section 101 (42 USC section 9601).

The Covenantor, the Department and the Water Board, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

The Covenantor retains sufficient legal title and interest in the subject property to insure continuing enforcement of the protective covenants and agreements contained within this Covenant to Restrict the Use of Property. Further, in any subsequent transfers or conveyance of title to non-federal entities the DON shall burden the Property with additional deed covenants that insure that any subsequent deed or transfer contains the protective covenants and right of access and power to conduct monitoring of wastes retained on site. Those covenants and agreements shall be enforceable against the

servient estate in that those protective covenants shall run with the land to all successors and assigns.

ARTICLE I

STATEMENT OF FACTS

1.01 The Property, totaling approximately 2.7 acres, is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located at the corner of Main Gate Road and C Street on the former Department of Defense Housing Facility ("DODHF"), City of Novato, County of Marin, State of California.

1.02 The Property is affected by petroleum contamination in soil and groundwater. Petroleum hydrocarbon contamination is present in the soil of all parcels of the Property. Petroleum hydrocarbon and metals-impacted soil is present in the soil under a portion of Building 970 (as depicted in Exhibit "B"). Benzene and Ethylbenzene are each present in groundwater underlying most of the Property and methyl tertiary butyl ether ("MTBE") is present in groundwater underlying all parcels of the Property.[1]

1.03 Subsurface features beneath Building 970 were removed which included three hydraulic lifts, two oil/water separator systems, associated lines, floor drains, and four buried drums (acting as subsurface storage tanks) with associated piping. Overexcavation activities were conducted in accessible areas until contaminant concentrations were below the screening criteria summarized in Exhibit "D". To protect

[1] Figures 3 and 4 of the Finding of Suitability of Transfer (FOST), Exhibit "C", show the extent of the MTBE and benzene groundwater plumes, respectively.

the structural integrity of Building 970, excavation activities were not conducted underneath the building footers or internal walls. Approximately 120 cubic yards of petroleum hydrocarbon contamination is still present in these areas. Beneath Building 970, the following contaminants exceeded the screening criteria for the Building 970 area (the maximum concentration is shown in parenthesis): Total Petroleum Hydrocarbons – Gasoline ("TPH-G") (260 mg/kg), Total Petroleum Hydrocarbons – Diesel ("TPH-D") (8,000 mg/kg), lead (850 mg/kg), and total oil and grease (6,300 mg/kg).

The Water Board and the Department concurred that remedial action objectives for soil have been met at the Property and that no further corrective action for soils is required other than the implementation and enforcement of the institutional controls outlined in the Final Corrective Action Plan of March 2002.

In August 2000, the Water Board issued Order No. 00-064, which identified requirements for a portion of DODHF Novato, including the Property. Pursuant to Order No. 00-064 the DON conducted a Remedial Investigation at the Property. In 2001 the Final Revised Risk Assessment identified Benzene, Toluene, Ethylbenzene, Xylene (BTEX) and Methyl Tertiary Butyl Ether (MTBE) as contaminants of concern for groundwater at the Property. It also looked at the following constituents of concern for soils at the Property: TPH-G and various gasoline-derived volatile compounds including: BTEX, MTBE, isopropylbenzene (cumene), naphthalene, n-propylbenzene, 1,2,4-trimethylbenzene (TMB), 1,3,5-TMB, and 4-isopropyltoluene. DON then submitted a Final Corrective Action Plan (CAP) in March 2002. The CAP selected a remedy that reduces the time to meet the MTBE final cleanup level at the site (maximum contaminant level) while assisting with additional cleanup of other contaminants of concern in the

petroleum plume in accordance with the Water Board Order. Biosparging with monitored natural attenuation ("MNA") and institutional controls was selected as the corrective action alternative that would most efficiently and effectively achieve the final cleanup goal established to restore the groundwater resources at the Site to their potentially most stringent domestic beneficial use.

The biosparging system began operation in August of 2002. It is expected to operate for 1.5 years, after which MNA will officially commence. During the MNA phase, results of regular groundwater monitoring will be presented semi-annually or as mutually agreed to by the DON, the Water Board, and the Department or their respective successors in interest.

1.04 The DON evaluated the human health impacts of the soil and groundwater contamination in both a 1999 Tier 3 Risk-Based Corrective Action (RBCA) assessment and a June 2001 "Final Revised Risk Assessment" as a supplement to the Tier 3 RBCA assessment. Based on the Final Revised Risk Assessment, the Department and the Covenantor have concluded that use of the Property for commercial and/or industrial uses does not pose an unacceptable cancer risk, or non-cancer hazard to the users or occupants of the Property.[2] The Department, Water Board, and the Covenantor have further concluded that the Property, as being remediated, and operated or occupied subject to the restrictions of this Covenant, does not present an unacceptable threat to human health or safety or the environment.

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[2] The 1999 Tier 3 Risk-Based Corrective Action (RBCA) assessment and June 2001 "Final Revised Risk Assessment" can be found at the document depository located at Southwest Division, Naval Facilities Engineering Command (SWDIV) 1220 Pacific Highway, San Diego, California, 92132-5190. It is also currently located at the South Novato Public Library, 476 Ignacio Blvd., Novato, California, 94949.

The Final Revised Risk Assessment, as amended on September 11, 2003, evaluated the Property, which includes Building 970, the former NEX gas station at the DODHF. Based on the planned reuse of the property, the Property was evaluated for a commercial/industrial scenario, a nonresidential standard. This Risk Assessment determined that for occupational exposures, the hazard index was below a level that would necessitate further remediation with the restrictions imposed by this covenant in place.[3] Additionally, the risk assessment evaluated the potential risk to an excavation worker in the former gas station area (Former UST Site 957/970). The results of the assessment suggest that excavation workers should take precautionary measures (e.g., proper personal protective equipment) when working at the site.[4] Restrictions to ensure that appropriate health and safety measures are taken are included in Article IV of this Covenant.

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[3] Total cancer risk estimated to the occupational receptor in the Property was 3.23×10^{-6} and 1.06×10^{-5} based on the federal and Cal/EPA unit risk factors for benzene, respectively. This value falls within the risk range (1×10^{-4} to 1×10^{-6}) that warrants a site-specific risk management decision about the suitability of the property for its intended future reuse. The total hazard or hazard index (total non-cancer risk) in the Property was below 1.0 for the occupational receptor. After completion of the Risk Assessment and prior to finalizing the Finding of Suitability for Transfer, the U.S. EPA Region IX listed ethylbenzene as a carcinogen on its Preliminary Remediation Goal table. As a result, the Department required a recalculation of the cancer risk numbers to include the cancer risk associated with the ethylbenzene contaminant. After recalculation, the Department has determined that if the restrictions in this covenant are adequately implemented, the total cancer risk estimates in the Property remain health protective and future remediation activities are not necessary to protect the health of future occupational receptors. The August 5, 2003 internal DTSC memo to T. McGarry from M. Wade and P. Wong-Yim regarding the calculation and evaluation of the ethylbenzene risk is on file in the administrative file for this site at the Department and has been incorporated into the document depository found at SWDIV.

[4] Estimates of total cancer risk for the excavation worker are 5.76×10^{-6} and 2.08×10^{-5} for the Property, based on the federal and Cal/EPA unit risk factors for benzene, respectively. In an internal DTSC memo to T. McGarry from M. Wade and P. Wong-Yim dated September 15, 2003, DTSC calculated very similar risk values to those presented in the Risk Assessment Report as amended on September 11, 2003. The hazard index for the excavation worker in the Property is 1,130. These risks suggest that excavation workers should take precautionary measures (e.g., proper personal protective equipment) when working at the site.

1.05 The DON prepared a Finding of Suitability to Transfer, executed on August 11, 2003, which can be found at the document depository located at Southwest Division, Naval Facilities Engineering Command, 1220 Pacific Highway, San Diego, California, 92132-5190. The document depository also has relevant regulatory correspondence related to the Property.

ARTICLE II

DEFINITIONS

2.01 Department. "Department" means the State of California by and through the Department of Toxic Substances Control and includes its successor agencies, if any.

2.02 Owner. "Owner" means the Covenantor's successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

2.03 Occupant. "Occupant" means Owners and any person or entity entitled by ownerships, leasehold or other legal relationship to the right to occupy any portion of the Property.

2.04 Covenantor. "Covenantor" shall mean the United States of America.

2.05 Water Board. "Water Board" shall mean the San Francisco Bay Regional Water Quality Control Board and includes its successor agencies, if any.

ARTICLE III

GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions, described in Article IV, are consistent with the separate restrictions placed in the deed by and in favor of the Covenantor, conveying the Property from the Convenantor to its successor in interest described above. Each and every Restriction: (a) runs with the land in perpetuity pursuant to H&SC sections 25222.1, 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) shall apply to and bind all subsequent Occupants of the Property; (d) is for the benefit of, and is enforceable by the Department and the Water Board; and (e) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners and Occupants. Pursuant to H&SC sections 25222.1 and 25355.5, this Covenant binds all Owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees, as well as any Occupants and their agents. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department and the Water Board.

3.03 Written Notification of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice to the subsequent

transferee that a release of hazardous substances has come to be located on or beneath the Property, pursuant to H&SC section 25359.7. Such written notice shall include a copy of this Covenant.

3.04 Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05 Conveyance of Property. The Owner shall provide notice to the Department and Water Board not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department and the Water Board shall not, by reason of this Covenant alone, have authority to approve, disapprove, or otherwise affect a conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE IV

RESTRICTIONS

4.01 Prohibited Uses. The Property shall not be used for any of the following purposes:

(a) A residence, including any mobile home or factory built housing constructed or installed for use as residential human habitation.

(b) A hospital for humans.

(c) A school for persons under 21 years of age.

(d) A day care center for children.

4.02 Soil and Groundwater Management.

(a) The Owner or Occupant shall not:

(i) Dewater excavations unless conducted in accordance with a DON, Department, and Water Board approved workplan.

(ii) Disturb or use existing groundwater wells without the prior approval of the DON, Department, and Water Board.

(iii) Install groundwater production wells for residential, municipal, agricultural, or industrial use without the written approval of the DON, Department, and Water Board.

(iv) Conduct actions which could affect the gasoline constituent groundwater plumes (e.g., construction or creation of groundwater recharge areas, surface impoundments, or disposal trenches), unless conducted in accordance with a DON, Department, and Water Board approved workplan.

(b) The Owner or Occupant will not conduct activities which will disturb the soil at or below 5 feet below the current ground surface (e.g., excavation, grading, removal, trenching, filling, earth movement, or mining), without a DON, Department, and Water Board approved soil management plan and a health and safety plan. The Owner or Occupant shall submit written notification and request approval of the aforementioned plans no later than thirty days prior to the date on which the Owner or Occupant desires to commence the proposed restricted activity.

(c) The Owner or Occupant will not conduct activities which will disturb the soil at or below 3 feet below the current ground surface in the area of known residual contamination beneath the foundation of Building 970 (Exhibit "B"), without a DON, Department, and Water Board approved soil management plan and a health and safety plan. The Owner or Occupant shall submit written notification and request approval of the aforementioned plans no later than thirty days prior to the date on which the Owner or Occupant desires to commence the proposed restricted activity.

(d) The Owner or Occupant shall remove and dispose of contaminated soil or groundwater in accordance with all applicable federal, state, and local regulations governing removal, transport, and disposal of hazardous substances and hazardous waste.

4.03 Ongoing Corrective Actions. Construction and/or operations on the Property shall not interfere with ongoing corrective actions being conducted by or for the United States or any federal, state, or local regulatory agency.

4.04 Access. The Covenator, the Department and the Water Board shall have the right, upon reasonable notice to the Owner or Occupant, to enter and inspect the Property to ensure the viability of the selected land use controls or to perform ongoing corrective actions. The ongoing corrective actions include sampling and maintenance of subsurface groundwater wells and soil-gas probes as described in the CAP.

ARTICLE V

ENFORCEMENT

5.01 Enforcement. Failure of the Owner or Occupant to comply with any of the Restrictions specifically applicable to the Property shall be grounds for the Department and/or the Water Board to require that the Owner modify or remove any improvements ("Improvements" herein shall include but is not limited to all buildings, roads, driveways, utilities, wells and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant by the Owner or Occupant may result in the imposition of civil and/or criminal remedies including nuisance or abatement against the Owner or Occupant as provided by law. The State of California shall have all remedies as provided for in California Civil Code section 815.7 as that enactment may be from time to time amended.

ARTICLE VI

VARIANCE, TERMINATION AND RELEASE

6.01 Variance. The Owner, or with the Owner's consent, any Occupant, or any aggrieved person may apply to the Department and the Water Board for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233. The Department and/or water Board will grant the variance only after finding that such a variance would be protective of human health, safety and the environment.

6.02 Termination. The Owner, or with the Owner's consent, any Occupant, or any aggrieved person may apply to the Department and Water Board for a termination of

the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234. No termination or other terms of this Covenant shall extinguish or modify the retained interest held by the United States.

ARTICLE VII

MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Marin within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03 Notices.

(a) The Owner shall notify the Water Board of each of the following: (1) The type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Property pursuant to the requirements of the Water Board, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the Water Board shall be

made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs.

(b) Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor:	Commanding Officer Southwest Division Engineering Field Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92132-5190
With a copy to:	Navy BRAC Operations Office Attention: BCM Novato Southwest Division Naval Facilities Engineering Command 1220 Pacific Highway San Diego, CA 92132-5190
To:	City of Novato 900 Sherman Avenue Novato, California 94945
To Department:	Department of Toxic Substances Control Northern California Branch Office of Military Facilities 8800 Cal Center Drive Sacramento, California 95826
To Water Board:	San Francisco Bay Regional Water Quality Control Board 1515 Clay Street, Suite 1400 Oakland, California 94612 Attention: Executive Officer

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

7.04 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.05 Statutory References. All statutory references include successor provisions.

7.06 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

7.07 Construction. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the Parties execute this Covenant.

UNITED STATES OF AMERICA,
Acting by and through the
Department of the Navy

By: _____ Date: 4/18/05
WILLIAM R. CARSILLO
Real Estate Contracting Officer

STATE OF CALIFORNIA,
Acting by and through the
California Environmental Protection Agency,
Department of Toxic Substances Control

By: _____ Date: _____
ANTHONY J. LANDIS, Chief
Northern California Branch
Office of Military Facilities

Acting by and through the
Regional Water Quality Control Board

By: _____ Date: 9.18.03
LORETTA K. BARSAMIAN, Executive Officer
San Francisco Bay Region

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On this 18 day of SEPTEMBER, in the year 2003,

before me HOWARD LEONG, personally appeared

LORETTA K BARSAMIAN, 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 _____

HOWARD LEONG
COMM. # 1362761
NOTARY PUBLIC – CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires JUN 28, 2006

IN WITNESS WHEREOF, the Parties execute this Covenant.

UNITED STATES OF AMERICA,
Acting by and through the
Department of the Navy

By: _____ Date: _____

WILLIAM R. CARSILLO
Real Estate Contracting Officer

STATE OF CALIFORNIA,
Acting by and through the
California Environmental Protection Agency,
Department of Toxic Substances Control

By: Anthony J. Landis Date: 9-16-03

ANTHONY J. LANDIS, Chief
Northern California Branch
Office of Military Facilities

Acting by and through the
Regional Water Quality Control Board

By: _____ Date: _____

LORETTA K. BARSAMIAN, Executive Officer
San Francisco Bay Region

STATE OF CALIFORNIA)
)
COUNTY OF Sacramento)

On this 11th day of September, in the year 2003, before me Kathleen Duncan, personally appeared Anthony D. Landis, 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 Kathleen Duncan

KATHLEEN DUNCAN
Commission # 1324567
Notary Public - California
Sacramento County
My Comm. Expires Oct 26, 2006

STATE OF CALIFORNIA)
)
COUNTY OF Marin)

On this 18th day of April, in the year 2005,
before me A. Cardy, personally appeared
William R Carsillo, 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.

A. CARDY
Comm. # 1443905
NOTARY PUBLIC - CALIFORNIA
MARIN COUNTY
My Comm. Expires

Signature A. Cardy

A. CARDY
Comm. # 1443905
NOTARY PUBLIC - CALIFORNIA
MARIN COUNTY
My Comm. Expires

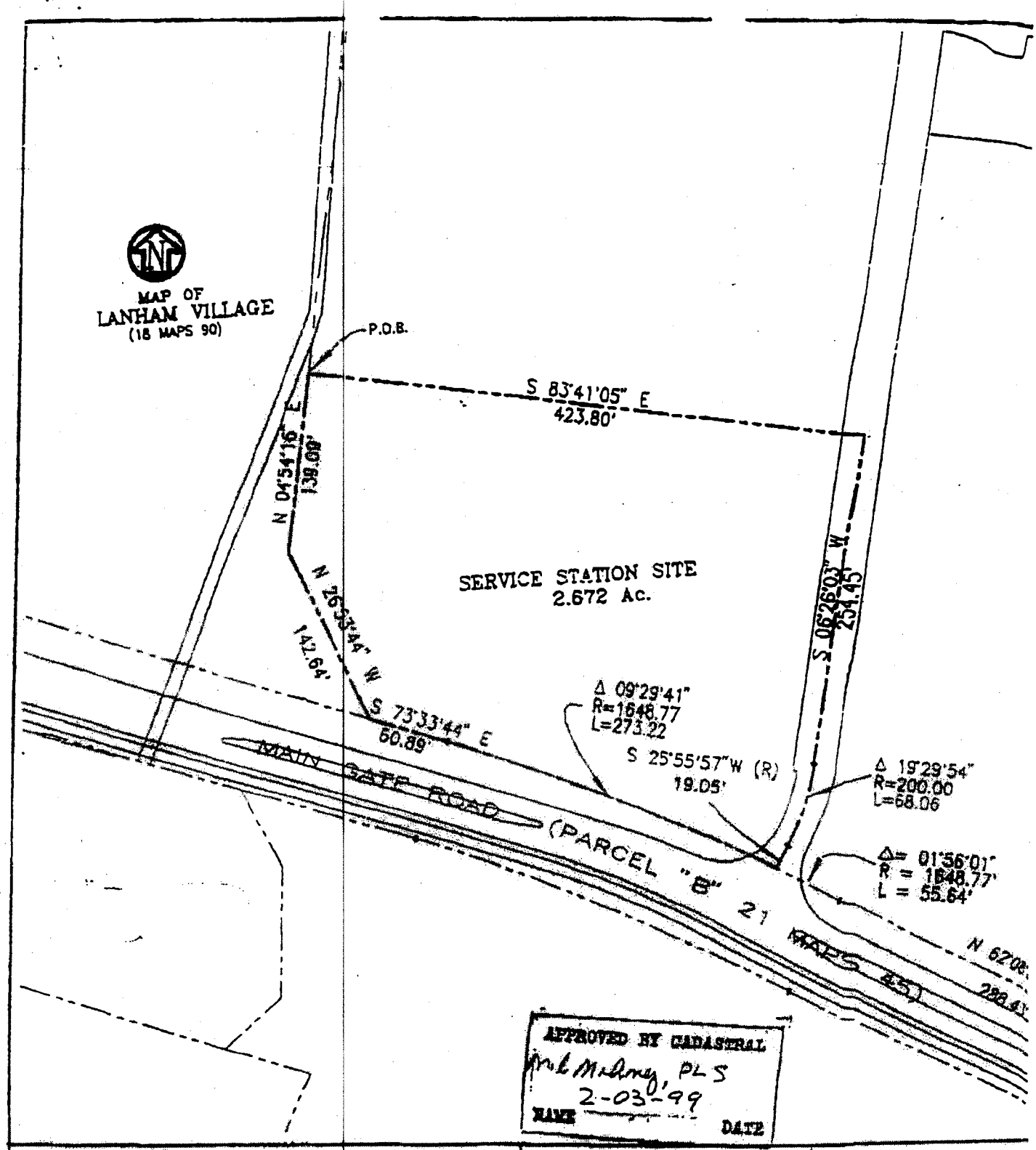
EXHIBIT A

DESCRIPTION

ESCROW NO. 316342B PB

ALL THAT CERTAIN real property situate in the City of Novato, County of Marin, State of California, described as follows:

Beginning at a point on the Easterly line of Parcel 'E', as shown on that certain Map entitled, "Map of Lanham Village", filed for record July 19, 1983 in Volume 18 of Maps, at Page 90, Marin County Records; said point being North 04° 54' 16" East 139.09 feet from the Southerly terminus of the line described as "North 04° 54' 16" East 462.75 feet" on said map; thence leaving said Easterly line of Parcel 'E', South 83° 41' 05" East 423.80 feet; thence South 06° 26' 03" West 254.45 feet; thence along a curve to the right, tangent to the preceding course, having a radius of 200.00 feet, through a central angle of 19° 29' 54", an arc length of 68.06 feet; thence South 25° 55' 57' West 19.05 feet to the Northeasterly line of Main Gate Road, as shown on the Map of Hamilton Field, filed December 18, 1995 in Volume 21 of Maps, at Page 45, Marin County Records; thence along said Northeasterly line of Main Gate Road in a Westerly direction along a curve to the left, whose radius point bears South 25° 55' 57" West, 1,648.77 feet, through a central angle of 09° 29' 41", an arc length of 273.23 feet; thence North 73° 33' 44" West 60.89 feet, to the Easterly line of said Parcel 'E'; thence leaving said Northeasterly line of Main Gate Road, and along the previously identified Easterly line of Parcel 'E' (18 Maps 90), North 26° 53' 44" West 142.64 feet; thence continuing along said Easterly line of Parcel 'E', North 04° 54' 16" East 139.09 feet to the Point of Beginning.



CSW
[St]²
CSW/STUBER-STROEH
ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
790 DeLong Ave., Novato, CA. 94945-3246
(415) 892-4763 FAX (415) 892-4502

SCALE 1"=100'
11/19/98

JOB# 410050(

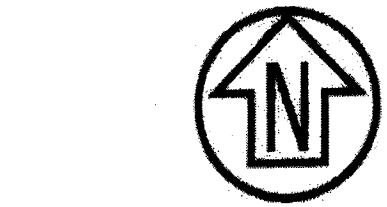
HAMILTON FIELD
SERVICE STATION SITE

NOVATO MARIN CALIFORN

4100500/SERVI

EXHIBIT B

COURSE TABLE		
LINE	BEARING	DISTANCE
A	N 06°21'33" E	36.26'
B	N 06°21'33" E	87.94'
C	S 83°38'27" E	36.21'
D	S 06°21'33" W	87.94'
E	N 83°38'27" W	36.21'



Graphic Scale (in feet)

1 inch = 100 ft.

PARCEL 'E'
LANHAM VILLAGE
(18 MAPS 90)

462.75'

N 04°54'16" E
139.09'

LANDS OF U.S.A.

N 83°41'05" W
423.80'

P.O.B.

C STREET (MILITARY)

50'

N 77°01'11" E
219.02" (TIE)

P.O.C.

EXIST. BLDG

PROPOSED BDRY. FOR TRANSFER OF SERVICE STATION SITE

N 06°26'03" E
254.45'

LANDS OF NOVATO UNIFIED SCHOOL DISTRICT

N 26°53'44" W
142.64'

N 57°23'49" E
165.19" (TIE)

N 73°33'44" W
60.89'

N 73°33'44" W 753.53'
BASIS OF BEARINGS

MAIN GATE ROAD
(21 MAPS 45)

N 25°55'57"E (R)
19.05'

Δ=07°56'58"
L=228.76
R=1648.77

Δ=19°29'54"
R=200.00
L=68.06

Δ=01°32'43"
R=1648.77
L=44.47

N 16°26'16" E (R)

N 24°23'14" E (R)

36'

44'

LEGEND

- ◎ FD. STD. STREET MONUMENT
- ⌑ SET MAG. NAIL & TAG LS 3303
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

LICENSED LAND SURVEYOR
JOHN C. STUBER
License expires 6-30-04
3303
STATE OF CALIFORNIA
8.20.03

APPROVED BY
DATE 9/2/03

CSW [St]² CSW/STUBER-STROEH ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
790 DeLong Ave., Novato, CA. 94945-3246
(415) 892-4763 FAX (415) 892-4502

REV.

08/20/03
SCALE: 1"=100'

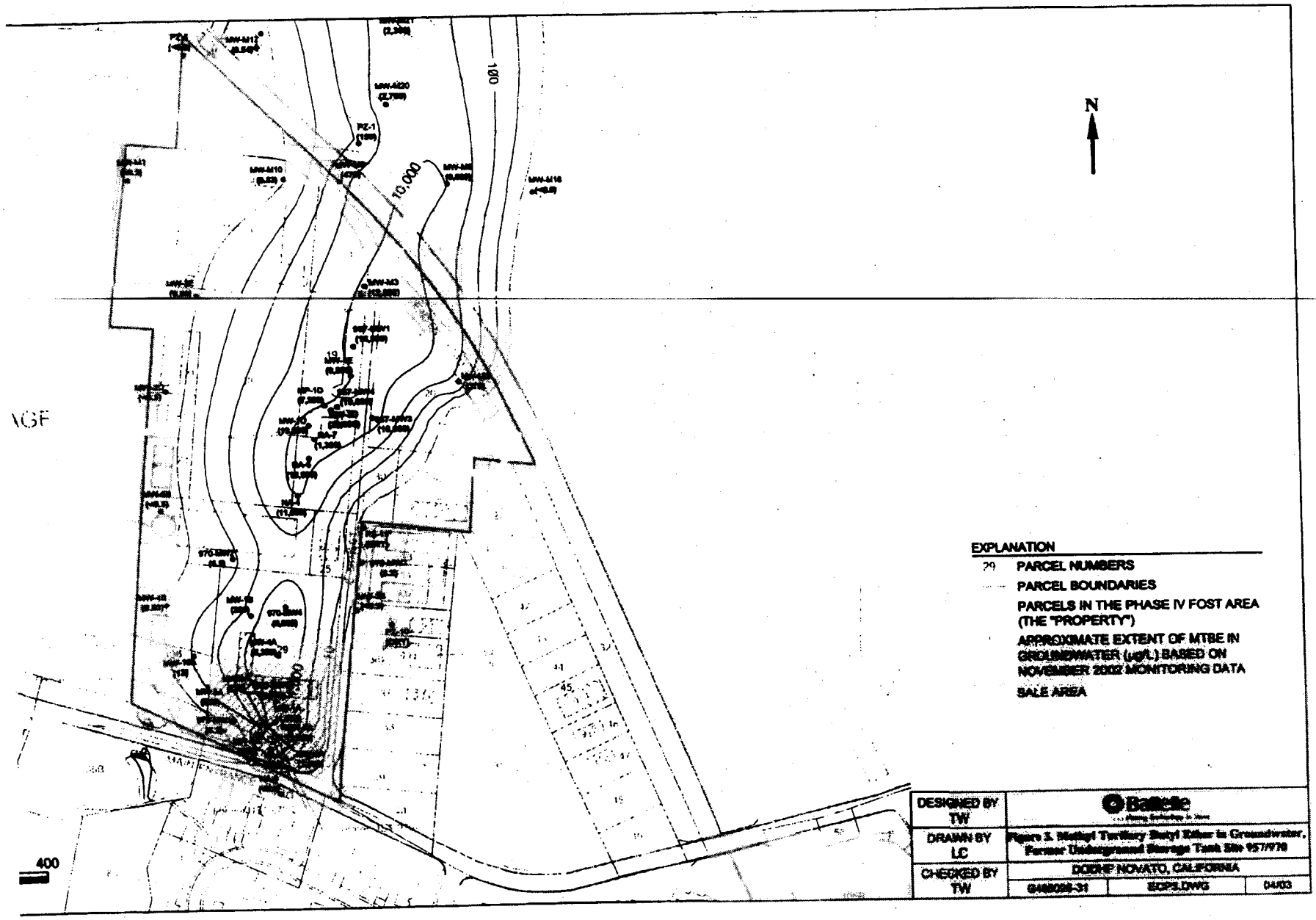
HAMILTON FIELD
PORTION OF BUILDING 970
INCLUDING 3' BUFFER ZONE

NOVATO MARIN COUNTY CALIFORNIA

JOB# 5102104

A

EXHIBIT C


N
100
10,000
EXPLANATION
PARCEL NUMBERS
PARCEL BOUNDARIES
PARCELS IN THE PHASE IV FOST AREA (THE "PROPERTY")
APPROXIMATE EXTENT OF MTBE IN GROUNDWATER (ug/L) BASED ON NOVEMBER 2002 MONITORING DATA
SALE AREA
400
DESIGNED BY TW
DRAWN BY LC
CHECKED BY TW
Battelle
DCDMF NOVATO, CALIFORNIA
G448098-31
EGPS.DWG
04/03

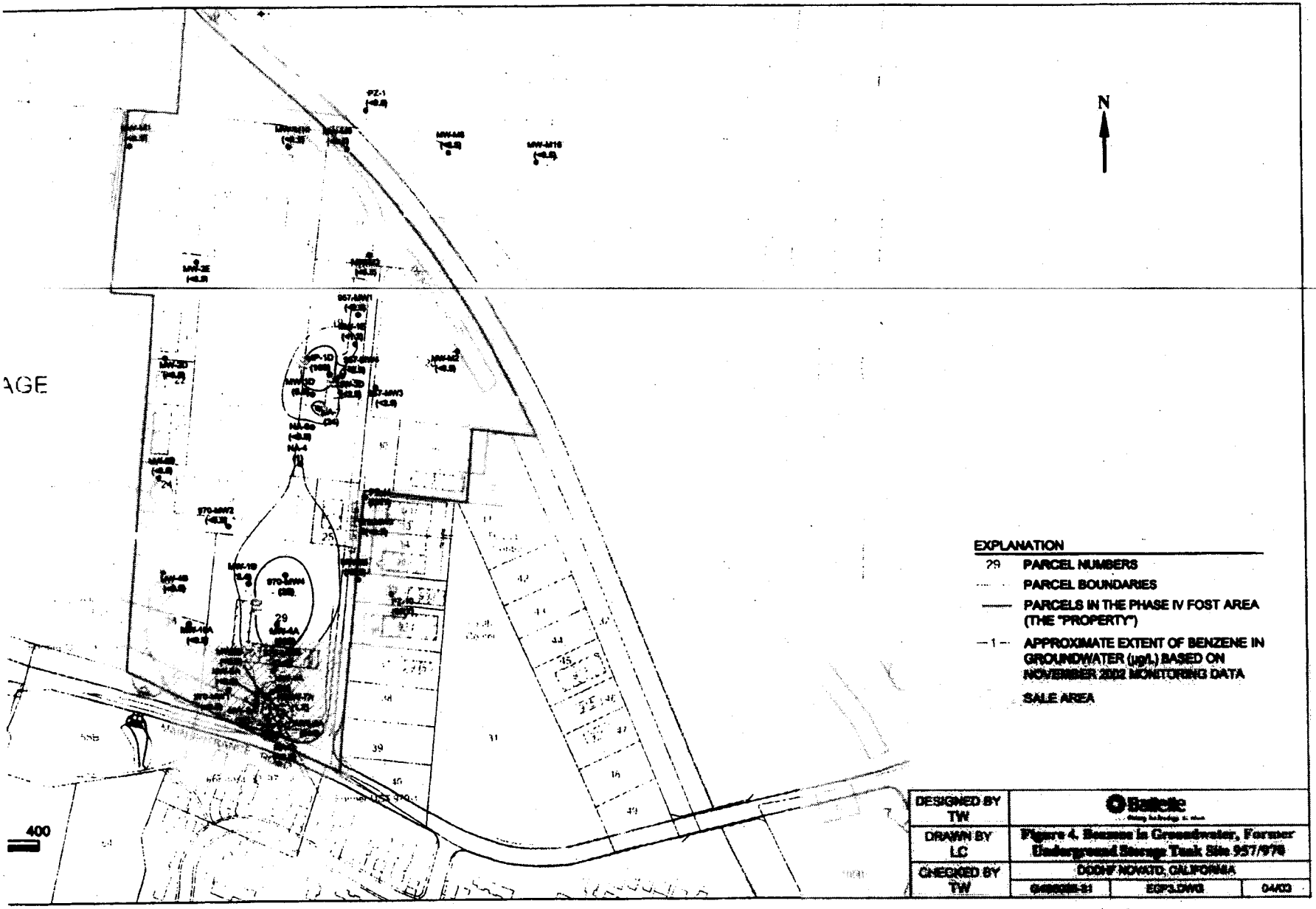

N
EXPLANATION
29 PARCEL NUMBERS
PARCEL BOUNDARIES
PARCELS IN THE PHASE IV FOST AREA (THE "PROPERTY")
APPROXIMATE EXTENT OF BENZENE IN GROUNDWATER (µg/L) BASED ON NOVEMBER 2002 MONITORING DATA
SALE AREA
400
DESIGNED BY TW
DRAWN BY LC
CHECKED BY TW
Figure 4. Benzene in Groundwater, Former Underground Storage Tank Site 957/976
DDDNF NOWATD, CALIFORNIA
EGP1.DWG
04/03

EXHIBIT D

Screening Criteria For Building 970 Area

Compound	Concentration (mg/kg)	Reference
Benzene	1.3	U.S. EPA Region 9 Industrial PRG[1]
Toluene	520	U.S. EPA Region 9 Industrial PRG[1]
Ethylbenzene	20	U.S. EPA Region 9 Industrial PRG[1]
Xylenes	420	U.S. EPA Region 9 Industrial PRG[1]
MTBE	36	Cal-modified PRG
Naphthalene	190	U.S. EPA Region 9 Industrial PRG[1]
Phenanthrene	100,000	U.S. EPA Region 9 Industrial PRG[1]
Fluoranthene	22,000	U.S. EPA Region 9 Industrial PRG[1]
Pyrene	29,000	U.S. EPA Region 9 Industrial PRG[1]
2-Methylnaphthalene	520	U.S. EPA Region 9 Industrial PRG[1]
Total chromium	450	U.S. EPA Region 9 Industrial PRG[1]
Lead	750	U.S. EPA Region 9 Industrial PRG[1]
Nickel	20,000	U.S. EPA Region 9 Industrial PRG[1]
Zinc	100,000	U.S. EPA Region 9 Industrial PRG[1]
TPH-G	100	*California LUFT Guidance*[2]
TPH-D	1,000	*California LUFT Guidance*[2]
TPH-O	1,000	*California LUFT Guidance*[2]
Total Oil and Grease	1,000	*California LUFT Guidance*[2]

Notes:

[1]United States Environmental Protection Agency. 2002. Region 9 Preliminary Remediation Goals (PRGs) Table. Available from http://www.epa.gov/region09/waste/sfund/prg/files/02table.pdf.

[2]California State Water Resources Control Board. 1989. *Leaking Underground Fuel Tank Field Manual: Guidelines for Site Assessment, Cleanup, and Underground Storage Tank Closure.* Issued by the Leaking Underground Fuel Tank Task Force. October.

APPENDIX B

Lead-Based Paint Inspection Summary

NOVATO, CALIFORNIA
NONRESIDENTIAL BUILDING SURVEY
MARCH 3, 1997

BUILDING NUMBER:	970	
PARCEL LOCATION:	29	
DESCRIPTION:	Navy Exchange Service Station	
CONST. OF BUILDING:	Stucco	
YEAR OF CONSTRUCTION:	1974	
CURRENT USE:	Navy exchange service station	
REUSE:	To be demolished	
SURFACE AROUND BUILDING:	SIDE 1:	Asphalt Concrete/Concrete
	SIDE 2:	Asphalt Concrete
	SIDE 3:	Asphalt Concrete
	SIDE 4:	Asphalt Concrete
CONDITION OF EXT. PAINT:	SIDE 1:	Good
	SIDE 2:	Good
	SIDE 3:	Good
	SIDE 4:	Good
VISIBLE PAINT CHIPS:	SIDE 1:	None
	SIDE 2:	None
	SIDE 3:	None
	SIDE 4:	None

(Side 1=Front of the building, Sides 2-4 is clockwise around the building)

DEPARTMENT OF DEFENSE HOUSING FACILITY

APPENDIX C

Figure 7 and Figure 10
from *Annual Site Status Report for the Year 2013* (Battelle, 2014)

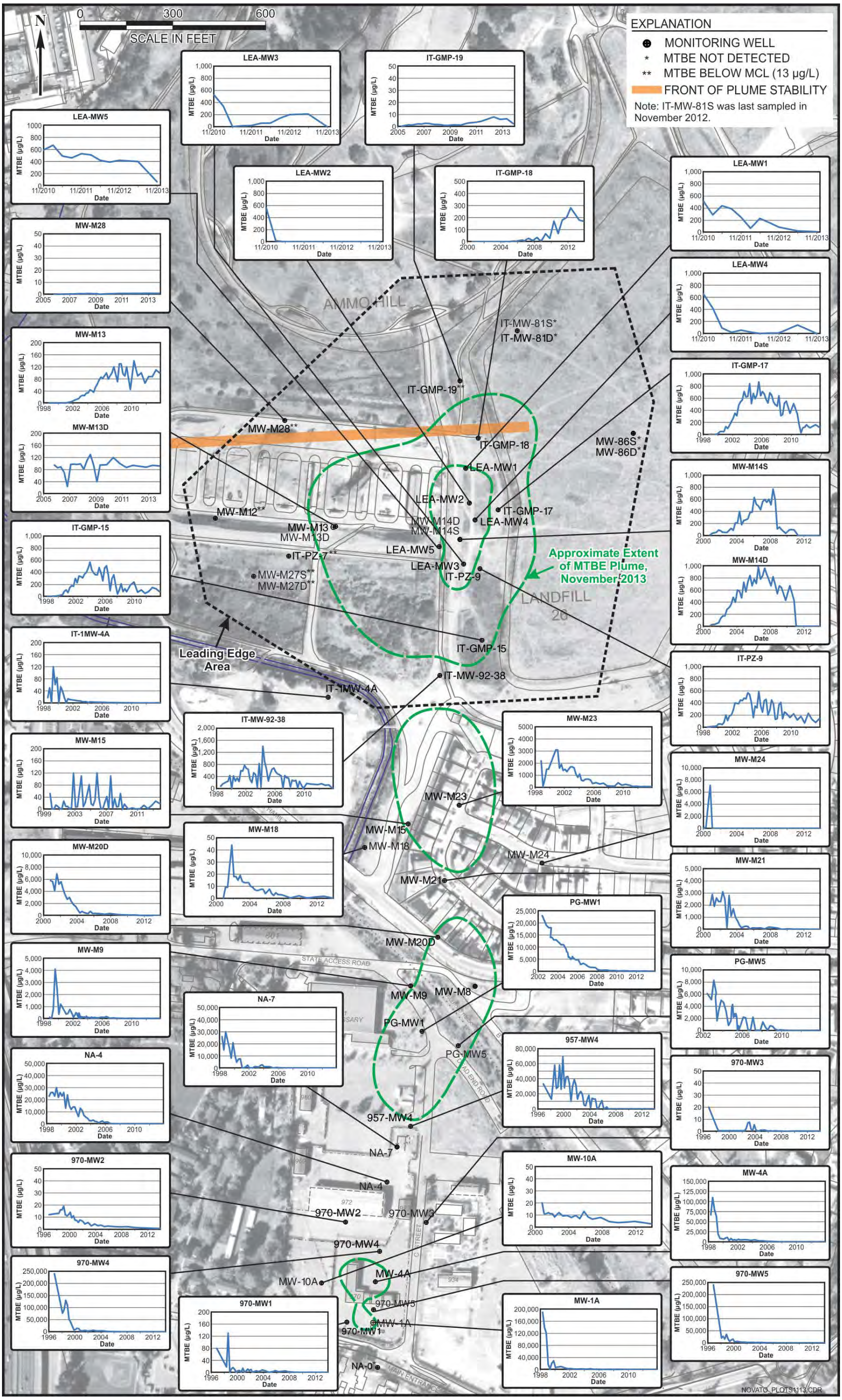


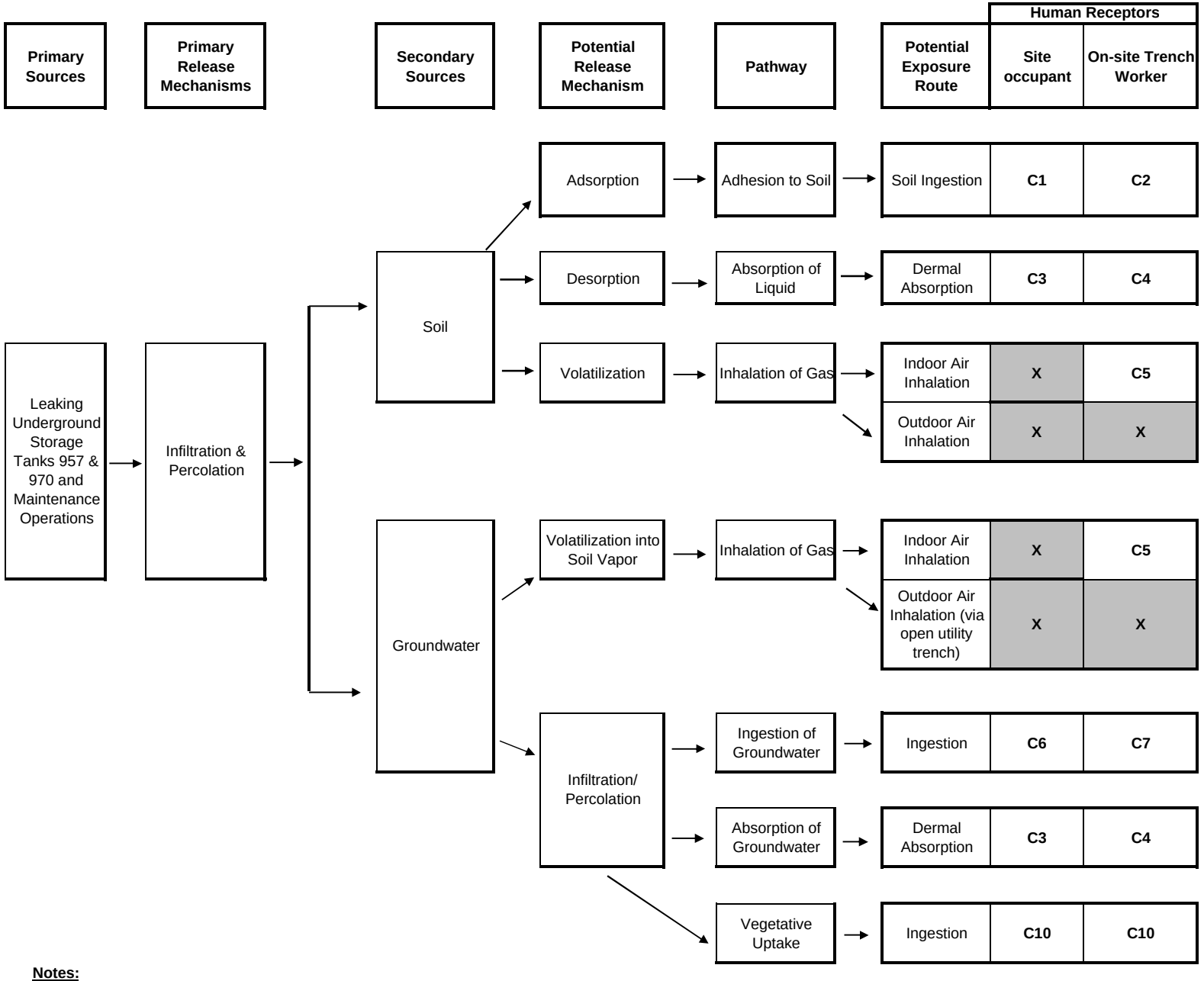
Figure 7. Concentration over Time for Wells Sampled November 2013

Figure 10. Current (4Q13) MTBE Plume and 15 Year Predictive Modeling Results (4Q28)

APPENDIX D

Exposure Pathways Flow Chart

Plate 2. Conceptual Site Model
Hamilton Air Force Base
Parcels 1A and 1B



Notes:

"X" Indicates Complete Exposure Pathway to be Considered in PEA.

"C" indicates that pathway is considered, but incomplete, and therefore not considered. Explanation presented in Section 9.0.