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**Marc C. Tonnesen**  
Assessor/Recorder

**RECORDING REQUESTED BY**  
First American Title Insurance Company  
National Commercial Services

**P TCS**

**AND WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENT TO:**

Doc#: **200900004941**

Titles: 1      Pages: 123

CITY OF VALLEJO  
555 Santa Clara Street  
Vallejo, CA 94590  
Attn: Mare Island Conversion Program



Fees	0.00
Taxes	0.00
Other	0.00
<b>PAID</b>	<b>\$0.00</b>

Space Above This Line for Recorder's Use Only

The Undersigned Grantor declares:  
DOCUMENTARY TRANSFER TAX  
EXEMPT PURSUANT TO R&TC 11922.

**Quitclaim Deed for  
Mare Island Parcel  
XV-B(2)**

**CITY OF VALLEJO OFFICIAL BUSINESS  
REQUEST DOCUMENT TO BE RECORDED  
AND TO BE EXEMPT FROM RECORDING  
FEES PER GOVERNMENT CODE 27383**

**Recording requested by and  
when recorded mail to:**

**CITY OF VALLEJO  
555 SANTA CLARA STREET  
VALLEJO, CA 94590  
ATTN: Mare Island Conversion Program**

Space Above This Line Reserved for Recorder's Use  
**QUITCLAIM DEED FOR MARE ISLAND PARCEL XV-B(2)**

This deed is made this 6th day of October 2008, by and between the **UNITED STATES OF AMERICA**, hereinafter referred to as the "**GRANTOR**", acting by and through the Department of the Navy, and the **CITY OF VALLEJO**, a municipal corporation of the State of California, hereinafter referred to as the "**GRANTEE**",

**RECITALS**

**WHEREAS**, the Secretary of the Navy may convey surplus property at a closing military installation to the Local Redevelopment Authority ("LRA") for economic development purposes pursuant to the power and authority provided by Section 2905 (b)(4) of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510) as amended, and the implementing regulations of the Department of Defense (32 CFR Parts 174 and 176); and

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

**WHEREAS**, the Subject Property includes a parcel of land identified as Parcel XV-B(2), and also known as The Northern Sliver Parcel, consisting of approximately 4.49 acres, hereinafter referred to as the Real Estate, and more particularly described in Exhibit "A" attached hereto and made a part hereof; and

**WHEREAS**, a Finding of Suitability for Transfer ("FOST") was completed in March 2007 and sets forth the basis for **GRANTOR**'s determination that the Real Estate is suitable for transfer. The FOST is attached hereto and made a part hereof as Exhibit "B".

**MARE ISLAND QUITCLAIM DEED FOR PARCEL XV-B(2)**

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1 **NOW THEREFORE**, the **GRANTOR**, for good and valuable consideration, the receipt and  
2 sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim  
3 to the **GRANTEE**, all of **GRANTOR**'s right, title and interest in and to the Real Estate,  
4

5 **TOGETHER WITH** all the buildings and improvements located thereon, and all appurtenances  
6 and improvements thereonto belonging.  
7

8 This conveyance is subject to existing covenants, conditions, reservations, restrictions, easements  
9 and rights-of-way of record, if any, on the Real Estate as of the date of conveyance and to the  
10 following:  
11

12 1. (a) Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response,  
13 Compensation and Liability Act of 1980, as amended ("CERCLA") codified as 42 U.S.C.  
14 Section 9620(h)(4)(D), notice is hereby provided that the information set out in the FOST,  
15 Exhibit "B", attached hereto and made a part hereof, identifies that no hazardous substances and  
16 no petroleum products or their derivatives were stored for one year or more, known to have been  
17 released, or disposed of on this Real Estate. As described in the FOST, **GRANTOR** has  
18 complied with the identification requirements of Section 120(h)(4)(A) concerning the current  
19 and previous uses of the Real Estate.  
20

21 (b) Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response,  
22 Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(4)(D)(i)), the **GRANTOR**  
23 warrants that any response action or corrective action found to be necessary after the date of this  
24 deed for contamination existing on the property prior to the date of this deed shall be conducted  
25 by the **GRANTOR**.  
26

27 (c) **GRANTEE** covenants that the **GRANTOR**, its officers, agents, employees,  
28 contractors and subcontractors, in accordance with Section 120(h)(4)(D) of CERCLA shall have  
29 access to the Real Estate in any case in which a response action or corrective action is found to  
30 be necessary after the date hereof at the Real Estate, or such access is necessary to carry out a  
31 response action or corrective action on adjoining property. In exercising these rights of access,  
32 except in case of imminent endangerment to human health or the environment, the **GRANTOR**  
33 (i) shall give the **GRANTEE**, or the then record owner, reasonable notice of actions to be taken  
34 related to such remedial or corrective actions necessary on the Real Estate, and (ii) make every  
35 reasonable effort to minimize interferences with **GRANTEE**'s, its successors and assigns, use of  
36 the Real Estate.  
37

38 (d) **GRANTEE** agrees to comply with activities of the **GRANTOR** in furtherance of  
39 these covenants and will take no action to interfere with future necessary remedial and  
40 investigative actions of the **GRANTOR**. **GRANTOR** and **GRANTEE** agree to cooperate in  
41 good faith to minimize any conflict between necessary environmental investigation and  
42 remediation activities and use of the Real Estate by **GRANTEE**, its successors and assigns.

**MARE ISLAND QUITCLAIM DEED FOR PARCEL XV-B(2)**

Page 3

1  
2 2. **GRANTEE**, or any successor, assignee, transferee, lender, or lessee of **GRANTEE**, or  
3 such persons who have acquired ownership or control of the Real Estate shall:  
4

5 (a) Notify **GRANTOR** in writing within ninety (90) days after learning of any  
6 previously unidentified condition on this Real Estate that suggests a response action is necessary,  
7 or, within ninety (90) days after receiving notice from Federal, State or local regulators, or other  
8 third parties of the existence of any condition on the Real Estate that suggests a response action  
9 is necessary. If **GRANTEE**, or any successor, assignee, transferee, or such other persons who  
10 have acquired ownership or control of the Real Estate is served with a complaint or written  
11 notice of a claim by Federal, State or local regulators, the served party shall provide the  
12 **GRANTOR** with a copy of such document no later than fifteen (15) days following service of  
13 such document; and  
14

15 (b) Furnish **GRANTOR** with copies of pertinent papers the **GRANTEE**, or any  
16 successor, assignee, transferee, lender, or lessee of **GRANTEE**, or such other persons who have  
17 acquired ownership or control of the Real Estate receives for the purpose of defending or  
18 resolving the need for additional response action; and  
19

20 (c) Nothing in these provisions shall diminish or waive any rights which parties  
21 might otherwise have under common law or any Federal or State law or regulation; and  
22

23 (d) Nothing in this Paragraph 2 creates rights of any kind in any person or entity  
24 other than: (1) **GRANTOR** and (2) **GRANTEE**, or any successor, assignee, transferee, lender,  
25 or lessee of **GRANTEE**, or such other persons who have acquired ownership or control of the  
26 Real Estate.  
27

28 3. Section 330 of Public Law 102-484, as amended by section 1002 of Public Law 103-160,  
29 applies to the Real Estate. Nothing in this deed either adds to or detracts from the rights and  
30 responsibilities of the **GRANTOR** and the **GRANTEE**, its successors or assigns, relating to  
31 Section 330, as amended. This paragraph is not subject to Article 23, Disputes, of the  
32 Memorandum of Agreement by and between the United States of America and the City of  
33 Vallejo for the Sale of the Former Mare Island Naval Shipyard, dated September 30, 1999.  
34

35 4. The conditions, restrictions, reservations and covenants set forth herein are a binding  
36 servitude on the Real Estate, shall inure to the benefit of the **GRANTOR** and **GRANTEE**, their  
37 successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to  
38 California Civil Code section 1462 and other applicable authority.  
39

40 5. **GRANTEE** covenants not to discriminate upon the basis of race, color, religion,  
41 disability, sex, age or national origin in the use, occupancy, sale, or lease of the Real Estate, or in  
42 its employment practices conducted thereon. This covenant shall not apply, however, to the



**MARE ISLAND QUITCLAIM DEED FOR PARCEL XV-B(2)**

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1 lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to  
2 religion if the Real Estate is on premises used primarily for religious purposes. The **GRANTOR**  
3 shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of  
4 any land or interest therein in the locality of the Real Estate hereby conveyed and shall have the  
5 sole right to enforce this covenant in any court of competent jurisdiction.  
6

7 6. This conveyance is made subject to a certain Memorandum of Agreement, attached as  
8 Exhibit "C", along with Appendices, among the United States Navy, the Advisory Council on  
9 Historic Preservation and the California State Historic Preservation Officer and concurred in by  
10 the City of Vallejo and the National Park Service, regarding the Layaway, Caretaker  
11 Maintenance, Leasing, and Disposal of Historic Properties on the Former Mare Island Naval  
12 Shipyard, Vallejo, California 1997.  
13

14 7. To the extent that any portion of the Real Estate lies within a floodplain as defined in  
15 Section 6(c) of Executive Order No. 11988, Floodplain Management, dated May 24, 1977, the  
16 use of that portion of the Real Estate may be subject to the National Flood Insurance Program of  
17 the Federal Emergency Management Agency and to the City of Vallejo's Flood Protection  
18 Ordinance, or other applicable regulations.  
19

20 8. The northern portion of the Real Estate contains an identified wetland area which is  
21 subject to the provisions of Executive Order 11990, Protection of Wetlands, dated May 24, 1977.  
22

23 9. Except as otherwise provided herein, the **GRANTEE** acknowledges that it has inspected,  
24 is aware of, and accepts the condition and state of repair of the Real Estate, and that the Real  
25 Estate is conveyed "as is" and "where is" without any representation, promise, agreement, or  
26 warranty on the part of the **GRANTOR** regarding such condition and state of repair, or  
27 regarding the making of any alterations, improvements, repairs or additions. Except as otherwise  
28 provided herein or as may otherwise be required by applicable law, the **GRANTEE** further  
29 acknowledges that the **GRANTOR** shall not be liable for any latent or patent defects in the Real  
30 Estate.  
31

32 Exhibits:

- 33 A. Legal Description of the Real Estate (Parcel XV-B(2))
- 34 B. Finding of Suitability to Transfer for Parcel XV-B(2) of March 2007
- 35 C. Memorandum of Agreement Among the United States Navy, the Advisory Council on  
36 Historic Preservation and the California State Historic Preservation Officer regarding the  
37 Layaway, Caretaker Maintenance, Leasing, and Disposal of Historic Properties on the  
38 Former Mare Island Naval Shipyard, Vallejo, California  
39  
40  
41  
42

**MARE ISLAND QUITCLAIM DEED FOR PARCEL XV-B(2)**

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1 **IN WITNESS WHEREOF**, the **GRANTOR** has caused this Quitclaim Deed to be executed in  
2 its name and on its behalf by the officer thereunto duly authorized this 6th day of  
3 October 2008.  
4

5  
6 **The UNITED STATES OF AMERICA**

7 Department of the Navy

8 Base Realignment and Closure

9 Program Management Office West  
10

11 

12  
13 **WILLIAM R. CARSILLO**

14 **Real Estate Contracting Officer**  
15  
16

17 **ACCEPTANCE**

18  
19 The **GRANTEE** hereby accepts this Deed and agrees to be bound by all the agreements,  
20 covenants, conditions, restrictions, and reservations contained in it.  
21

22 **CITY OF VALLEJO,**

23 a municipal corporation

24 acting by and through the City Manager,  
25

26  
27 By: 

28 **JOSEPH M. TANNER**  
29

30 Approved as to form:

31  
32  
33 By: 

34 **FREDERICK SOLEY**

35 **City Attorney**  
36

37 **ATTEST:**

38  
39  
40 By: 

41 **City Clerk**  
42



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

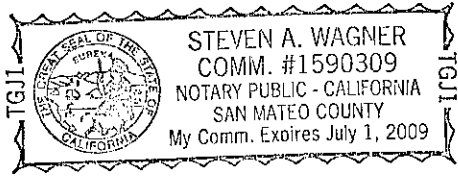
State of California

County of SAN MATEO

On 10/6/08 before me, STEVEN A. WAGNER NOTARY PUBLIC

personally appeared WILLIAM R. CARSELLO

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



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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: QUETUPION DEED FOR MARE BOUND PARCEL

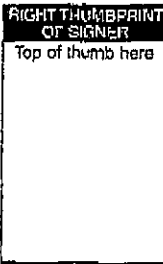
Document Date: 10/6/08 Number of Pages: 5 pgs

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

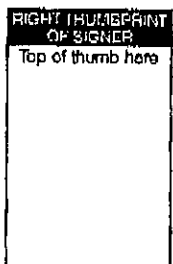
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



**First American Title Insurance Company**  
**1610 Arden Way, Suite 101, Sacramento, CA 95815**  
**Phone - (916) 920-3100 Fax - (916) 927-8712**

**CLARIFICATION OF NOTARY SEAL**  
(Government Code Section 27361.7)

I certify under penalty of perjury that the Notary Seal on the attached document reads as follows:

Name of Notary: Steven A. Wagner  
Date Commission Expires: July 1, 2009  
Commission Number: 1590309  
Vendor Number: TGJ1  
Place of Execution: San Mateo County, CA  
Date of Execution: October 6, 2008

---

Molly Baier  
First American Title Insurance Company

## ACKNOWLEDGMENT

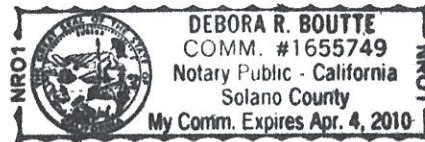
State of California  
County of SOLANO )

On October 16, 2005 before me, DEBORA R. BOUTTE, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Debora R. Boutte (Seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**OF**  
**PARCEL XV-B(2)**

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

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

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

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

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

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



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

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

**END OF DESCRIPTION**

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

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

**PREPARED BY:**

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





Point of Reference, AP-3

Point of Beginning

Former North Housing Site  
Bk. 1978, Pg. 56592

XV-B (2)

XV-A Northern Portion  
2001-00120695 O.R.

Eastern Early Transfer EDC Parcel  
2001-00037900 O.R.

XVI

XV-B (1)



- Numbered angle point labels indicate start of course per legal description.
- ANGLE POINT
- ▭ BOUNDARY PER LEGAL DESCRIPTION
- PARCEL BOUNDARIES

Reviewed by Mike Mahoney, L.S.

 Tetra Tech EM Inc.

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

**EXHIBIT "B"**

**FINDING OF SUITABILITY TO TRANSFER**

**FOR**

**PARCEL XV-B(2)**

Final

**FINDING OF SUITABILITY TO TRANSFER  
PARCEL XV-B(2)  
THE NORTHERN SLIVER**

**Mare Island Naval Shipyard, Vallejo, CA**

**March 2007**



**Base Realignment and Closure  
Program Management Office West  
1455 Frazee Road, Suite 900  
San Diego, California**

**DS.B131.21209**

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## **ACRONYMS AND ABBREVIATIONS**

---

AST	Aboveground Storage Tank
BRAC	Base Realignment and Closure
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CHSC	California Health and Safety Code
DoD	United States Department of Defense
DTSC	California Department of Toxic Substances Control
EBS	Environmental baseline survey
ECP	Environmental condition of property
EIR	Environmental impact report
EIS	Environmental impact statement
EPA	U.S. Environmental Protection Agency
ESA	Environmental site assessment
FOST	Finding of suitability to transfer
IR	Installation restoration
Mare Island	Mare Island Naval Shipyard
Navy	U.S. Department of the Navy
NEPA	National Environmental Policy Act
RCRA	Resource Conservation and Recovery Act
ROD	Record of decision
SEBS	Supplemental environmental baseline survey
SLC	State Lands Commission
SWMU	Solid waste management unit
Tetra Tech	Tetra Tech EM Inc.
UST	Underground storage tank



## 1.0 PURPOSE

The purpose of this finding of suitability to transfer (FOST) is to document that Parcel XV-B(2), a parcel of real property comprising part of the former Mare Island Naval Shipyard (Mare Island), is environmentally suitable for transfer by deed under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) in a manner that is protective of human health and the environment. The former Mare Island Shipyard was established in 1854 with the mission of shipbuilding, maintenance, and repair. After World War II, Mare Island became one of the U.S. Naval Facilities for construction, overhaul, and maintenance of submarines. In 1993, Mare Island was designated for closure under the Base Realignment and Closure (BRAC) Act of 1990. Mare Island was closed on April 1, 1996 and the land is being transferred to implement the base reuse plan. This FOST has been prepared in compliance with U.S. Department of Defense (DoD) guidance for the environmental review process to reach a FOST (DoD 1994) as well as the Base Redevelopment and Realignment Manual (DoD 2006).

## 2.0 PROPERTY DESCRIPTION

Mare Island is within the incorporated boundaries of the City of Vallejo, in Solano County, California, about 25 miles northeast of San Francisco. Figure 1 shows the location of Mare Island and the surrounding area. Mare Island is bordered by Highway 37 to the north, Carquinez Strait to the south, San Pablo Bay to the west, and the Mare Island Strait to the east. The City of Vallejo is east of the Mare Island Strait, and is connected to Mare Island by a causeway, which spans the strait at Tennessee Avenue. A second access point is located on the northern side of the island and connects to Highway 37.

Parcel XV-B(2), also referred to as the Northern Sliver Parcel, is located on relatively flat land, 5 to 10 feet above mean sea level and comprises approximately 5.4 acres. This parcel is within the geographical boundaries of the City of Vallejo, but is separated geographically by the Mare Island Strait. Figure 2 shows the location of the Transfer Parcel XV-B(2) on Mare Island. The parcel is currently unoccupied. The northwestern edge of the parcel was identified as a wetland (Tetra Tech EM Inc. [Tetra Tech] 2005), while the northern portion is developed with paved road (Figure 2). No U.S. Department of the Navy (Navy) operations are currently being conducted on the parcel (SulTech 2005).

Historical aerial photographs revealed three buildings, formerly located on the parcel which included Building E-36, a maintenance building constructed in 1941, Building E-37, a trunk storage building constructed in 1941, and Building E-42, a miscellaneous storage building constructed in 1944. All three buildings were demolished between 1965 and 1970 (SulTech 2005).



### **3.0 REGULATORY COORDINATION**

Environmental restoration and compliance programs at Parcel XV-B(2) were derived primarily from and are being implemented pursuant to the following regulatory mechanisms:

- CERCLA, as amended by the Superfund Amendments and Reauthorization Act and the Community Environmental Response Facilitation Act
- Resource Conservation and Recovery Act (RCRA)
- National Environmental Policy Act (NEPA)
- California Health and Safety Code (CHSC)
- California Environmental Quality Act (CEQA)

Parcel XV-B(2) is not listed on the U.S. Environmental Protection Agency (EPA) National Priorities List. Under Executive Order 12580, the Navy is the lead agency responsible for cleanup efforts at Navy properties. A Federal Facility Site Remediation Agreement (FFSRA) between the Navy, the EPA, the California Department of Toxic Substances Control (DTSC), and the Regional Water Quality Control Board, San Francisco Bay Region (Water Board) was signed for Mare Island on 29 September 1992. The 1992 FFSRA was superseded in 2002 and the new FFSRA took affect on July 15, 2002. The EPA was not a signatory to this new agreement. The FFSRA defines the Navy's response action and corrective action obligations under CERCLA and RCRA. Representatives of the California Department of Toxic Substances (DTSC) are performing a lead consultative role with the Navy for coordinating and overseeing environmental cleanup activities at Mare Island. Representatives from the DTSC, the Water Board, and the EPA have reviewed the draft version of this FOST and the response to comments is attached as Appendix A. These responses were incorporated and the document was then submitted as Draft Final to the DTSC and Water Board for review. Letters of concurrence with the Draft Final FOST from both agencies is provided in Appendix B.

### **3.1 RCRA CORRECTIVE ACTION COMPLETION DETERMINATION**

DTSC is the agency responsible for enforcing the hazardous waste laws and regulations in California. California was granted authorization by the EPA to administer a state hazardous waste program in lieu of the federal RCRA program. The Hazardous Waste Control Law codified in the CHSC is the basic law that implements the waste management system in California. Sections 25200.10 and 25187 of Chapter 6.5 of Division 20 of the CHSC provide the authority to require corrective action at a hazardous waste facility. These sections state that DTSC and any permit issued by DTSC shall require corrective action for all releases of hazardous waste or constituents from a solid waste management unit (SWMU) or a hazardous waste management unit. For the purpose of implementing corrective action, a hazardous waste facility is defined as all contiguous property under the control of the owner or operator of the facility (*California Code of Regulations*, Title 22, Section 66260.10). DTSC's determination

that all corrective action has been completed for a portion of a facility eliminates the requirement to conduct further corrective action for the current and future owners of the property. As Parcel XV-B(2) is part of the contiguous property known as Mare Island, it is included under all Mare Island RCRA permits.

No SWMUs exist on Parcel XV-B(2) and, accordingly, the Navy requested the DTSC make a corrective action determination that no further RCRA corrective action is required in the parcel and to modify the Mare Island RCRA Part B permit to remove the parcel from the RCRA facility permitted boundary. [Appendix B](#) presents DTSC RCRA correspondence for no further RCRA corrective action at Parcel XV-B(2).

#### **4.0 NATIONAL ENVIRONMENTAL POLICY ACT**

The City of Vallejo prepared a final reuse plan for Mare Island and adopted it in July 1994 ([City of Vallejo 1994](#)). In accordance with the requirements of NEPA and CEQA, the Navy and City of Vallejo prepared a joint Environmental Impact Statement/Environmental Impact Report (EIS/EIR) to evaluate the proposed disposal and reuse of Mare Island ([Navy and City of Vallejo 1998](#)). The Navy prepared a NEPA record of decision (ROD) to document the preferred alternative selection for reuse of Parcel XV-B(2) discussed in the EIS/EIR. The NEPA ROD was issued by the Navy in October 1998. Following the anticipated transfer of Parcel XV-B(2) from the Navy to the City of Vallejo, the property is planned for use as part of a storm water retention pond ([SulTech 2005](#)).

#### **5.0 ENVIRONMENTAL CONDITION OF PROPERTY**

This section summarizes available information describing the environmental condition of Parcel XV-B(2) ([Section 5.1](#)) and a summary of environmental factors and resources considered in the assessment of suitability for transfer ([Section 5.2](#)).

##### **5.1 ENVIRONMENTAL CONDITION OF PROPERTY EVALUATION**

This section contains a summary of the environmental investigation activities and corresponding supporting documents in chronological order. The documents listed below were reviewed to provide a historical context for the site and to support the notifications presented in [Section 6.0](#).

- *Final Phase I and II Environmental Site Assessment – Former North Housing Area* ([Tetra Tech 2004](#)).
- *Revised Supplement to the Final Phase I and II Environmental Site Assessment Report – Former Navy North Housing Area* ([Tetra Tech 2005](#)).
- *Supplemental Environmental Baseline Survey for Remaining Navy-Owned Upland Property* ([SulTech 2005](#))

### **5.1.1 Phase I and Phase II Environmental Site Assessments**

The North Housing Area is located adjacent to the western side of Parcel XV-B(2). Under a Mare Island Property Settlement and Exchange Agreement, the City of Vallejo must transfer the property to the State Lands Commission (SLC) ([State of California, City of Vallejo, and Lennar Mare Island 2002](#)). The SLC acceptance of the North Housing Area was conditioned upon written certification from DTSC that all required assessment and remedial action at the area had been completed. DTSC required Phase I and Phase II Environmental Site Assessments (ESA) for Parcel XV-B(2) to show that no contamination or releases could affect the North Housing Area. The Phase II ESA as prepared by the City of Vallejo, addressed this parcel ([Tetra Tech 2004](#)).

The Phase I ESA found no evidence or documentation of hazardous waste storage or releases on Parcel XV-B(2). Additionally, the Phase II ESA report concluded that, based on sampling results combined with human health and ecological risk screening evaluations, no further sampling or analyses were needed prior to transfer of the site from the City of Vallejo to the SLC ([Tetra Tech 2004](#)).

In response to comments received from DTSC in April 2004 and January 2005, a revised supplement to the Phase I and II ESAs was issued in June 2005. The supplement provided additional information that supported the original findings of the Phase I and II ESAs ([Tetra Tech 2005](#)). In a letter dated November 10, 2005, DTSC agreed that no further action was necessary for the parcels included in the Phase I and II ESAs, which includes Parcel XV-B(2). This letter is included in [Appendix C](#).

### **5.1.2 Supplemental Environmental Baseline Survey for Remaining Navy-Owned Upland Property**

In 1994, the Navy prepared an environmental baseline survey ([EBS] [Mare Island Naval Shipyard 1994](#)). The EBS addressed the major portions of Mare Island, and was based on all existing environmental information related to the storage, treatment, release, or disposal of hazardous substances and petroleum products. However, the 1994 EBS did not include Transfer Parcel XV-B(2), which was known at the time as a small unused property, centrally located along the northern side of the base ([Supervisor of Shipbuilding, Conversion, and Repair, Portsmouth, Virginia, Environmental Detachment, Vallejo 1994](#)). Consequently, a supplemental EBS (SEBS) was prepared in August 2005 which, included an initial EBS for Transfer Parcel XV-B(2) ([SulTech 2005](#)).

The process for conducting the EBS for Transfer Parcel XV-B(2) consisted of reviewing information obtained through an extensive records search, personnel interviews, and visual site inspections. Based on the lack of evidence of any past releases or disposal of petroleum products or hazardous substances, no further investigation was determined to be warranted and Parcel XV-B(2) was found to be an area where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent



areas) (Tetra Tech 2005). Based on these findings, Parcel XV-B(2) is assigned an environmental condition of property (ECP) category of ECP(1).

## **5.2 ENVIRONMENTAL FACTORS CONSIDERED**

This section summarizes the actions taken to satisfy requirements related to regulated materials. A listing of environmental requirements and notifications considered in the property assessment is provided in Table 1.

### **5.2.1 Radiological Materials**

The Navy conducted basewide radiological surveys and collected samples at Mare Island in accordance with basewide decommissioning survey plans (Navy 1994). Surveys and sampling were conducted on Mare Island in areas where radioactivity might be present at levels above background levels under two programs: the general radioactive program and the Naval Nuclear Propulsion Program. Based on past activities Parcel XV-B(2) was not identified as an area where radioactive materials would have been present and, therefore, no sampling or surveys for radioactive materials was necessary in Parcel XV-B(2). The results of the basewide radiological decommissioning surveys indicate that no radiological concerns remain at Mare Island including Parcel XV-B(2) (SulTech 2005), and regulatory concurrence letters for no further action are attached in Appendix D.

### **5.2.2 Air Emissions**

The SEBS identified no environmental conditions resulting in air emissions in Parcel XV-B(2). In addition, no Bay Area Air Quality Management District permits have been issued for any portion of Parcel XV-B(2) (SulTech 2005); therefore, there are no issues associated with air emissions at Parcel XV-B(2).

### **5.2.3 Pesticides**

Pesticides and herbicides were applied on an as needed basis by the Mare Island Public Works Center's Pest Control Department or by an independent Navy contractor. There is no evidence that pesticides or herbicides were used or stored in reportable quantities on Parcel XV-B(2).

### **5.2.4 Munitions and Explosives of Concern**

There is no known current or prior use or storage of ordnance on the subject property. The SEBS identified no ordnance related issues for Parcel XV-B(2) (SulTech 2005).

### **5.2.5 Radon**

Although DoD is not required to perform surveys or testing for radon, DoD policy is to ensure that any available and relevant radon assessment data pertaining to BRAC property being transferred shall be included in property transfer documents. Radon is a common, naturally occurring gas. In 1993, the Navy conducted a radon-screening program at Mare Island. The action level for residential building is 4.0 picocuries per liter (EPA 1996). No occupational exposure level is available for radon in commercial buildings (SulTech 2005). No radon screening data are available for Parcel XV-B(2) from the Navy screening program. The area containing Parcel XV-B(2), is an area of low radon potential with airborne radon levels expected to be less than 2.0 picocuries per liter based on the EPA's map of radon zones for California (<http://www.epa.gov/radon/zonemap/california.htm>).

### **5.2.6 Polychlorinated Biphenyls**

All buildings and equipment have been removed from the parcel and there are no known or suspected polychlorinated biphenyl sites located within the parcel boundaries (SulTech 2005)

### **5.2.7 Presence of Hazardous Substances**

As documented in the SEBS, research indicates that no hazardous substances were stored or released in or adjacent to Parcel XV-B(2) (SulTech 2005).

Based on the findings of the 2005 SEBS, hazardous materials exceeding CERCLA reportable quantities are not known to have been stored or released on Parcel XV-B(2); therefore, the parcel does not require a CERCLA hazardous substance notice (SulTech 2005; Tetra Tech 2004).

### **5.2.8 Presence of Petroleum Products and Derivatives**

This section discusses the possible storage of petroleum products or derivatives in aboveground storage tanks (AST) and underground storage tanks (UST) on Parcel XV-B(2).

#### **5.2.8.1 Aboveground Storage Tanks**

No ASTs were identified during the visual site inspection or during review of historic documents (SulTech 2005; Tetra Tech 2004)

#### **5.2.8.2 Underground Storage Tanks**

No evidence of USTs was observed during visual surveys of the parcel or during the review of historic documents (Tetra Tech 2005, 2004).



### **5.2.9 Groundwater**

There are no known sources of groundwater contamination on the Parcel. Groundwater at the parcel has not been impacted by the closest Installation Restoration (IR) Site IR08 or any other IR Sites (Tetra Tech 2004). Additional detail on potential contamination sources on adjacent property parcels is provided in Section 5.2.17.

### **5.2.10 Monitoring Wells**

No groundwater monitoring wells are located on the parcel (SulTech 2005; Tetra Tech 2004).

### **5.2.11 Asbestos**

All buildings that previously occupied the parcel have been demolished and no asbestos-containing materials were observed during the visual site inspections (SulTech 2005; Tetra Tech 2004).

### **5.2.12 Lead-Based Paint**

Before 1978, the use of lead-based paint was common throughout the United States, including military installations. Buildings formerly located on this parcel were built before 1978. The City of Vallejo is not planning on reusing this parcel for residential housing (Navy and City of Vallejo 1998). Lead samples were not taken by the Navy; however, it is the Navy's understanding that the City of Vallejo collected samples for lead analysis within the adjacent former housing area and in Parcel XV-B(2). Results for a sample collected from the southern portion of the parcel and one collected along the boundary between the parcel and Former North Housing Area parcel did not indicate the presence of lead in soil at levels that would exceed regulatory cleanup levels (Tetra Tech 2004). Based on the results of the samples, the DTSC issued a no further action (NFA) letter for both the adjacent former housing area and Parcel XV-B(2) (Appendix C).

### **5.2.13 Permits**

Since Parcel XV-B(2) is part of the former contiguous property collectively known as Mare Island Naval Shipyard, it is included under all Mare Island RCRA permits. No SWMUs exist on Parcel XV-B(2) and, accordingly, the Navy requested the DTSC make a corrective action determination that no further RCRA corrective action is required in the parcel and to modify the Mare Island RCRA Part B permit to remove the parcel from the RCRA facility permitted boundary. Appendix B presents DTSC RCRA correspondence for no further RCRA corrective action at Parcel XV-B(2).

### **5.2.14 Oil/Water Separators**

No oil/water separators were located within Parcel XV-B(2).

### **5.2.15 Utilities**

No salt water lines, dredge spoils pipelines, industrial waste treatment system pipelines or pump stations, compressed air lines, steam heat lines, or pure water system lines are present within Parcel XV-B(2).

Potable water lines, storm drain lines, gas and electrical lines are present in the parcel but are not associated with any known environmental concerns.

### **5.2.16 Cultural and Natural Resources**

The Navy completed consultation with the State Historic Preservation Officer pursuant to Section 106 of the National Historic Preservation Act as documented in the Environmental Impact Statement/Environmental Impact Report (Navy 1998). No structures exist in Parcel XV-B(2) and, therefore, none have been identified as historic structures and Parcel XV-B(2) is not located within the boundaries of an historic district. No areas of known or suspected archeological sensitivity are located within Parcel XV-B(2).

The Navy completed consultation with the United States Fish and Wildlife Service pursuant to Section 7 of the Endangered Species Act as documented in the Environmental Impact Statement/Environmental Impact Report (Navy 1998). The northern corner of the parcel was identified as a wetland in accordance with Executive Order 11990, Protection of Wetlands, dated May 24, 1977, in the Environmental Data Resource report prepared for the SEBS (Environmental Data Resources Inc. 2004).

A habitat assessment was conducted within approximately 1 mile of the transfer parcel to catalog the types of species present (Tetra Tech 2003). The review identified three threatened or endangered wildlife species and one endangered plant species. However, no endangered wildlife or plant species have been identified or found on Parcel XV-B(2) and the property is considered unlikely to provide suitable habitat under the current and planned future use.

### **5.2.17 Adjacent Properties**

Parcel XV-B(2) is bound by Parcel XV-A(1) to the south and east, a portion of the Eastern Early Transfer Parcel to the southwest, and former North Housing Area to the north and west on which all former buildings have been demolished. All of these areas have been transferred to the City of Vallejo (Tetra Tech and Uribe & Associates 2001; Tetra Tech 2004). Buildings on contiguous EBS Parcels 01-D2, 01-J3, 01-J4, 01-M, and 01-P1 are not occupied.

Site IR08 is located on the Eastern Early Transfer Parcel to the south of Parcel XV-B(2) (Figure 2). Investigation Area A3 (which includes IR08) was certified as closed with no further action on March 1, 2003.



## **6.0 NOTIFICATIONS**

The documents and environmental factors described in [Section 5.0](#) were reviewed to determine required notifications in the deed transfer. The documents and environmental factors considered requires the following notification for Parcel XV-B(2): to identify that wetland areas are present on the parcel.

Pursuant to 42 United States Code Section 9620(h)(3)(A), and the provisions of 40 *Code of Federal Regulations* part 373, the Navy has made a complete search of its files and records concerning Parcel XV-B(2) and hereby gives notice that based on that research no hazardous substances were stored, released, or disposed of on the property.

### **6.1 WETLANDS (SENSITIVE HABITAT)**

A notification will be included in the deed that the property includes wetland areas that are subject to the provisions of Executive Order 11990, Protection of Wetlands, dated May 24, 1977. According to the SEBS, a wetland area was identified on the northern portion of the parcel ([Tetra Tech 2005](#)).

## **7.0 COVENANTS AND RESTRICTIONS**

The documents and environmental factors described in [Section 5.0](#) were evaluated to identify restrictions that may be required for the FOST Parcel XV-B(2). The documents and environmental factors discussion support the finding of suitability for use of the FOST Parcel XV-B(2) without restrictions other than applicable CERCLA 120(h) covenants and restrictions indicated below in [Section 7.1](#) and [Section 7.2](#).

### **7.1 RESPONSE ACTION COVENANT**

The deed of transfer will include a covenant by the United States, made pursuant to the provisions of CERCLA Section 120(h)(4)(D) warranting that any response action or corrective action found to be necessary after the date of sale or transfer shall be conducted by the United States. This covenant will not apply to any remedial action required on the property to the extent that an act or omission of the transferee results in a new release of hazardous substances.

### **7.2 RIGHT OF ACCESS RESTRICTION**

The deed shall reserve and the transferee shall grant to the United States an appropriate right of access to Parcel XV-B(2) pursuant to the provisions of CERCLA Section 120(h)(4)(D)(ii), to enable the Navy to enter the Parcel XV-B(2) property in any case in which response or corrective action is found to be necessary after the date on which the property is transferred or such access is necessary to carry out a response action or corrective action on adjoining property.



**8.0 FINDING OF SUITABILITY TO TRANSFER**

Based on the information contained in this FOST and in the notices, restrictions, and covenants that will be contained in the deed, the property is suitable for transfer.

Signature:     *Laura Duchnak*      
Ms. Laura Duchnak  
Director, BRAC Program Management Office West

Date:     3/22/07

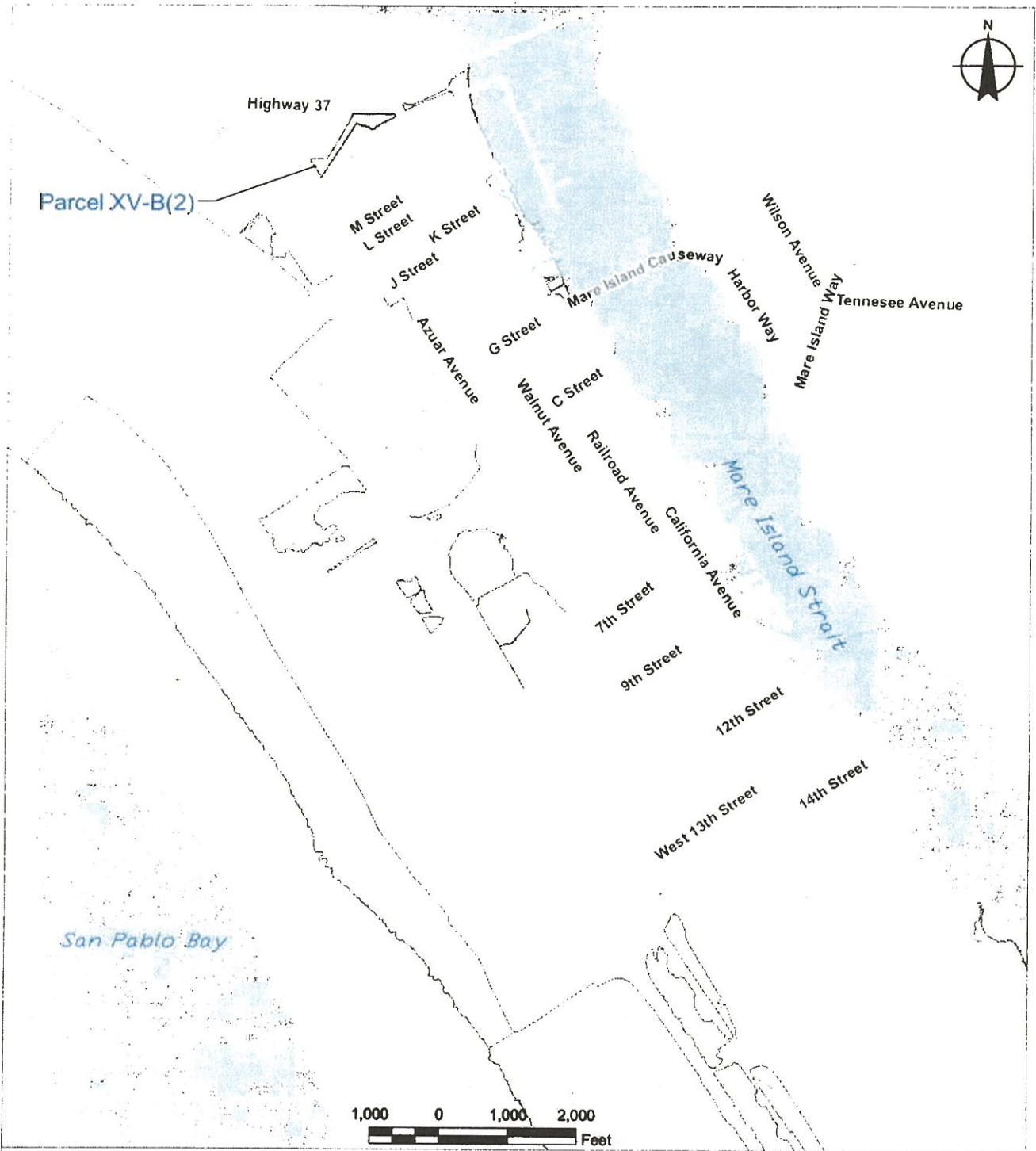
## 9.0 REFERENCES

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- U.S. Environmental Protection Agency (EPA). 1996. Letter Regarding the Naval Nuclear Propulsion Program (NNPP) Radiological Survey Plan for Decommissioning of Mare Island Naval Shipyard, Volume 1, dated 2/28/96 and Naval Nuclear Propulsion Program Radiological Final Report for Decommissioning of Mare Island Naval Shipyard, Volume II, dated 4/1/96. From Tom Huettelman, EPA, to Robert O'Brien, Mare Island Naval Shipyard. March 19.

***FIGURES***

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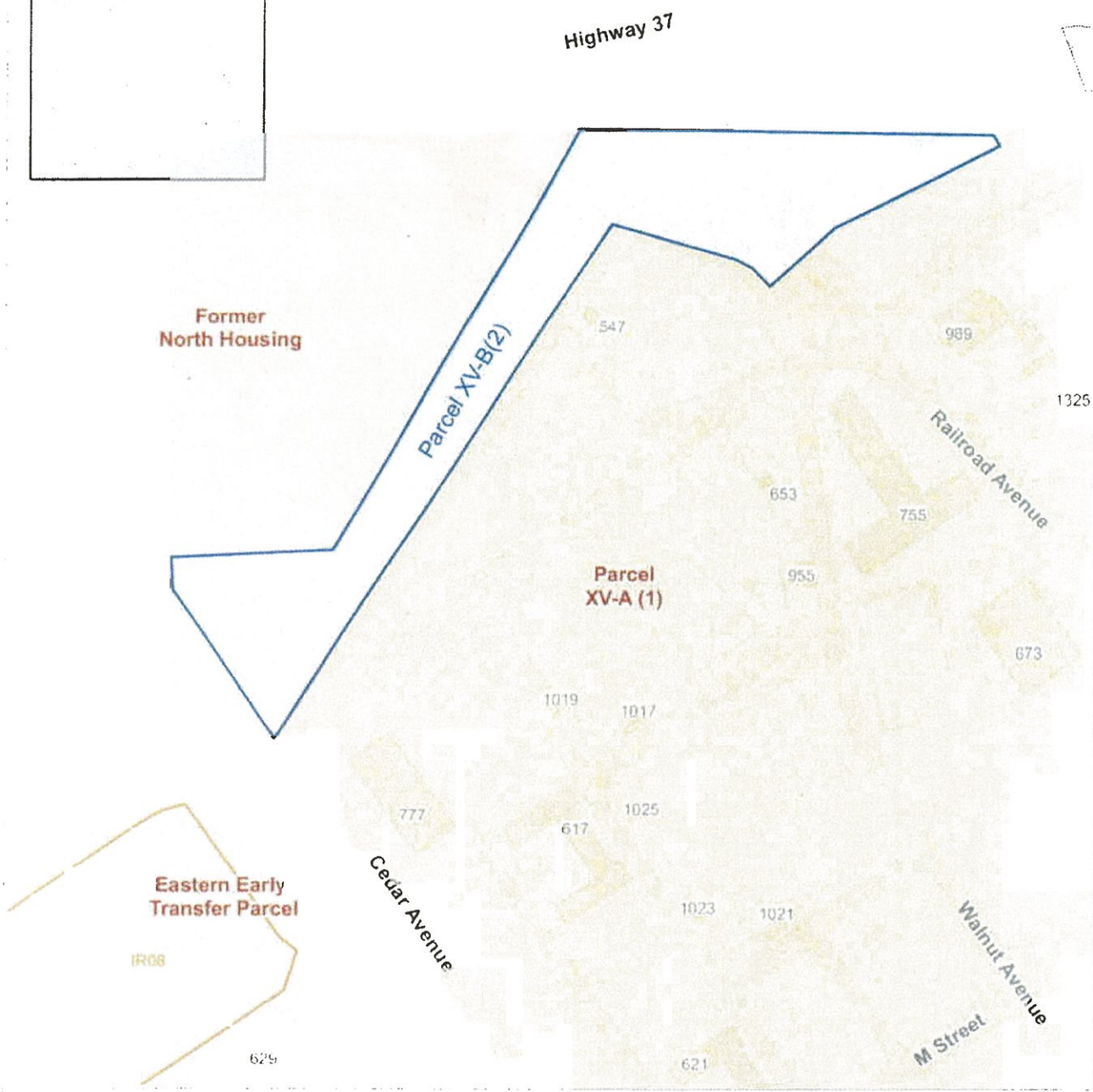
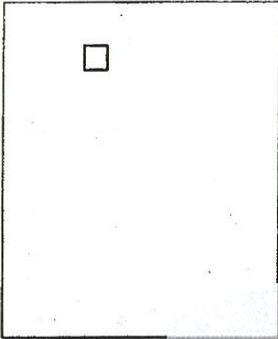


- Parcel XV-B(2)
- Building/Structure
- Road
- Site Feature
- Wetland
- Mudflat
- Water

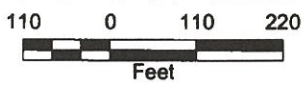
**Former Mare Island Naval Shipyard, Vallejo, CA**  
 Department of the Navy, BRAC PMO West, San Diego, California

**FIGURE 1**  
**REGIONAL VICINITY MAP**

Finding of Suitability to Transfer Parcel XV-B(2),  
 The Northern Sliver



- Transfer Parcel Boundary
- Parcel XV-B(2)
- Eastern Early Transfer Parcel
- Former North Housing Area
- Parcel XV-A(1)
- IR08 Site Boundary
- Building/Structure
- Road
- Wetland



**Former Mare Island Naval Shipyard, Vallejo, CA**  
 Department of the Navy, BRAC PMO West, San Diego, California

**FIGURE 2**

**FACILITY LAYOUT MAP**

Finding of Suitability to Transfer Parcel XV-B(2),  
 The Northern Sliver

**TABLES**

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**TABLE 1: ENVIRONMENTAL REQUIREMENTS AND NOTIFICATIONS**

FOST, Parcel XV-B(2), The Northern Sliver, Mare Island Naval Shipyard, Vallejo, CA

Factor of Environmental Concern		CULTURAL and NATURAL RESOURCES
No (Section #)	Yes (Section #)	
X (5.2.16)		Historic Structures
X (5.2.16)		Archeological Resources
	X (5.2.16)	Wetlands and Sensitive Habitats
X (5.2.16)		Flood Plains
X (5.2.16)		Threatened and Endangered Species
Factor of Environmental Concern		UTILITIES
No (Section #)	Yes (Section #)	
X (5.2.15)		Sanitary Sewer
X (5.2.15)		Storm Water Drains
NA		Industrial Waste Treatment System
X (5.2.15)		Fuel Oil Distribution (Abandoned)
X (5.2.15)		Natural Gas, Electrical Power
X (5.2.15)		Dredge Spoils Pipeline
X (5.2.15)		Potable Water, Salt Water
NA		Pure Water
X (5.2.15)		Steam Heat (Abandoned)
X (5.2.15)		Compressed Air
Factor of Environmental Concern		OTHER ENVIRONMENTAL FACTORS/RESOURCES
No (Section #)	Yes (Section #)	
X (3.0)		CERCLA/RCRA
X (5.2.1)		Radiological Materials
X (5.2.2)		Air Emissions
X (5.2.3)		Pesticides
X (5.2.4)		Munitions and Explosives of Concern
X (5.2.5)		Radon
X (5.2.6)		Polychlorinated Biphenyls
X (5.2.7)		Presence of Hazardous Substances
X (5.2.8)		Presence of Petroleum Products and Derivatives
X (5.2.8.1 & 5.2.8.2)		Aboveground Storage Tanks/Underground Storage Tanks
X (5.2.9)		Groundwater
X (5.2.10)		Monitoring Wells
X (5.2.11)		Asbestos-Containing Material
X (5.2.12)		Lead-Based Paint
	X (5.2.13)	Permits (RCRA)
X (5.2.14)		Oil/Water Separators

## Notes:

CERCLA Comprehensive Environmental Response, Compensation, and Liability Act

NA Not applicable

RCRA Resource Conservation and Recovery Act



**APPENDIX A**  
**RESPONSE TO COMMENTS**

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3 pages.

## **RESPONSES TO AGENCY COMMENTS ON THE DRAFT FINDING OF SUITABILITY FOR TRANSFER, PARCEL XV-B(2), THE NORTHERN SLIVER, MARE ISLAND NAVAL SHIPYARD, VALLEJO, CA**

This document presents the U.S. Department of the Navy (Navy) responses to comments from the Department of Toxic Substances Control (DTSC); California Regional Water Quality Control Board, San Francisco Bay Region (Water Board); and the United States Environmental Protection Agency (EPA) on the "Draft Finding of Suitability for Transfer, Parcel XV-B(2), The Northern Sliver, Mare Island Naval Shipyard, Vallejo, CA" dated July 2006. The Navy received the comments addressed below from the DTSC, Water Board, and EPA in letters dated November 1, 2006; July 25, 2006; and July 27, 2006.

### **RESPONSES TO DTSC COMMENTS**

**Comments provided by Bill Kilgore, DTSC Project Manager:**

- 1. Comment:** **Lead-based Paint. Both Finding of Suitability for Transfers (FOST) state that samples were taken and were found to be below regulatory cleanup levels. Information on lead-based paint should include summary information of lead results and refer to any state regulatory approvals for site evaluation.**

**Response:** The document has been modified to state that lead samples were not taken by the Navy; however, it is the Navy's understanding that the City of Vallejo collected samples for lead analysis within the adjacent former housing area and in Parcel XV-B(2) and that, based on the results of the samples, the DTSC issued a no further action (NFA) letter for both the adjacent former housing area and Parcel XV-B(2) (DTSC letter dated November 10, 2005) (Appendix B).

- 2. Comment:** **Include all regulatory letters concerning approval of investigation and cleanup, particularly including certifications from DTSC that all response actions pursuant to the National Contingency Plan (NCP) have been taken. The FOSTs should include copies of approval letters from the California Department of Health Services concerning radionuclide investigation.**

**Response:** DTSC approval letters dated May 16, 1997, and October 23, 1997, regarding the Navy's completion of radionuclide investigations and surveys, have been included as Appendix C to the Parcel XV-B(2) FOST.

## **RESPONSES TO AGENCY COMMENTS (CONTINUED)**

### **RESPONSE TO WATER BOARD'S COMMENT**

**Comment provided by Brian Thompson, Engineering Geologist:**

- 1. Comment:** We have reviewed the subject report and request that Sections 5.1.2 and 5.2.9 be revised. Statements in these sections make inferences about conditions at Parcel XV-B(2) that may or may not be true based on evidence provided. Statements made in the subject report should accurately reflect our understanding.

**Section 5.1.2 states that no release or disposal of hazardous substances or petroleum products occurred at Parcel XV-B(2) according to findings of environmental baseline study. Since a release or disposal could have occurred without being identified by the study, the statement needs to be revised and could simply state that no evidence of a release or disposal was found based on results of the environmental baseline survey.**

**Section 5.2.9 makes an inference about groundwater quality at Parcel XV-B(2), stating that it has not been impacted. If groundwater data is available for the Parcel, it should be discussed to support this statement. If no groundwater data has been collected at the Parcel, a determination about quality of the groundwater is not justified.**

**Response:** The statement in Section 5.1.2 of the Navy draft that “no release or disposal of hazardous substances or petroleum products has occurred” is consistent with the finding in the draft supplemental environmental baseline survey (SEBS) published for Parcel XV-B(2) on August 11, 2004. That finding and the language utilized in the statement were consistent with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 120(h)(4) covenant. CERCLA further states that a “no release or disposal of hazardous substances or petroleum products has occurred” determination is not complete until concurrence in the results of such an identification is obtained from the appropriate State official. “In the case of a concurrence which is required from a State official, the concurrence is deemed to be obtained if, within 90 days after receiving a request for the concurrence, the State official has not acted (by either concurring or declining to concur) on the request for concurrence.” Both the DTSC and the Water Board were asked to comment on the draft SEBS by October 11, 2004. The DTSC provided a no comment letter on July 11, 2005, and the Water Board never commented. Based on the expiration of the statutory comment period, the Navy issued the Final SEBS on August 5, 2005, which classifies Parcel XV-B(2) as a parcel where “no release or disposal of hazardous substances or petroleum products has occurred.” Based on that historical classification, the Navy has identified

## RESPONSES TO AGENCY COMMENTS (CONTINUED)

the CERCLA 120(h)(4) covenant and clause appropriate for such property in Section 7.0 of the FOST.

The second paragraph of Section 5.1.2 has been modified to more fully describe the basis for the conclusion that no release or disposal of hazardous substances or petroleum products has occurred. The paragraph now reads as follows:

“The process for conducting the EBS for Transfer Parcel XV-B(2) consisted of reviewing information obtained through an extensive records search, personnel interviews, and visual site inspections. Based on the lack of evidence of any past releases or disposal of petroleum products or hazardous substances, no further investigation was determined to be warranted and Parcel XV-B(2) was found to be an area where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas) (Tetra Tech 2005).”

No changes have been made to Section 5.2.9. The existing language within Section 5.2.9 is factually correct. As discussed above, the determination that “no release or disposal of hazardous substances or petroleum products has occurred” as outlined in Section 5.1.2 is appropriate for this site.

## RESPONSE TO EPA'S COMMENT

**Comment provided by Carolyn d'Almeida, Remedial Project Manager:**

- 1. Comment:** Section 5 of the draft FOST, “Environmental Condition of Property” lacks a proposed Community Environmental Response Facilitation Act (CERFA) ECP designation. It presumes a designation of Category 1 for no contamination present, but the FOST should state so.

**Response:** The document has been modified to state that Parcel XV-B(2) is classified as ECP 1.

**APPENDIX B**  
**REGULATORY LETTERS FOR CONCURRENCE WITH DRAFT FINAL FOST**

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- DTSC RCRA Concurrence (January 31, 2007) – 5 pages.
- Water Board Concurrence (February 7, 2007) – 2 pages



Linda S. Adams  
Secretary for  
Environmental Protection



## Department of Toxic Substances Control

Maureen F. Gorsen, Director  
8800 Cal Center Drive  
Sacramento, California 95826-3200



Arnold Schwarzenegger  
Governor

January 31, 2007

Mr. Michael Bloom  
Department of the Navy  
Base Realignment and Closure  
Program Management Office  
1455 Frazee Road, Suite 900  
San Diego, California 92108-4301

**MARE ISLAND ELEMENTARY SCHOOL AND NORTHERN SLIVER PARCELS,  
CERTIFICATION AND TERMINATION OF RESOURCE CONSERVATION AND  
RECOVERY ACT (RCRA) CORRECTIVE ACTION, FACILITY BOUNDARY  
MODIFICATION AND CONCURRANCE TO FINDINGS OF SUITABILITY TO  
TRANSFER**

Dear Mr. Bloom:

The Department of Toxic Substances Control (DTSC) concurs with the Finding of Suitability to Transfer (FOST), certifies no further remedial actions are necessary, terminates the RCRA Corrective Action and modify the facility permit boundaries for the Mare Island Elementary School (Parcel XIII), and Northern Sliver (Parcel XV B(2)) at the former Mare Island Naval Ship Yard. The enclosed map depicts the parcels and their location on the former Mare Island Naval Shipyard.

The Mare Island Elementary School parcel is 7.5 acres and located in the central area of the former Mare Island Shipyard. In addition to its most recent use for school facilities, the parcel has been used for pasture, part of a rifle range, fuel oil storage, and military housing facilities. The parcel has been the subject of hazardous substances investigations and environmental and human health assessments between 1983 and 2006. Two actions to remove petroleum hydrocarbons, abrasive blast material and fuel oil storage structures and piping were completed.

Mr. Michael Bloom  
January 31, 2007  
Page 2

DTSC's letter of June 6, 2006 found that no further action is required consistent with the provisions of the California Education Code section 17210 et seq. In addition, in a letter dated July 18, 2006, DTSC made the finding that, pursuant to Health and Safety Code (HSC) Chapter 6.8, no further response action is necessary for the Mare Island Elementary School parcel.

The Northern Sliver is a 5.4 acre parcel located at the northern boundary of the former Mare Island Shipyard. It is an open area that contained a maintenance building and two storage buildings that were demolished by 1970. Phase I and Phase II Environmental Site Assessments were completed. In a letter dated November 10, 2005, DTSC made the finding that, pursuant to HSC Chapter 6.8, no further action is necessary for the parcel.

Based upon DTSC's findings that no further actions are necessary for the parcels, a draft RCRA Corrective Action Complete Determination and draft California Environmental Quality Action Notice of Exemption were published in a newspaper of local circulation. A fact sheet was mailed to interested community members for a 45-day public comment period which began December 8, 2006 and ended January 22, 2007. No comments were received during the comment period.

Based upon our review of the completed environmental and human health investigations and evaluations, remedial and corrective actions, and the related public review process, DTSC hereby terminates the RCRA Corrective Action within the Mare Island Elementary School and Northern Sliver parcels pursuant to HSC Chapter 6.5 and certifies, pursuant to California HSC Chapter 6.8, that no further corrective action is necessary for these parcels.

As part of the transfer ownership of the subject parcels, the U.S. Navy has developed a FOST document for each parcel. DTSC has reviewed the draft versions of these documents and provided comments. The U.S. Navy revised the FOSTs and submitted draft final versions to the regulatory agencies, including DTSC, for review and approval. The documents reviewed include the reports titled, "Draft Final Finding of Suitability to Transfer Parcel XV-B(2), Northern Sliver," and "Draft Final Finding of Suitability to Transfer Parcel XIII, Elementary School," both dated December 2006. DTSC has found the reports acceptable, therefore, this letter also provides DTSC's concurrence with the Draft Final versions of the Findings of Suitability for Transfer to transfer Parcel XIII – Elementary School and Parcel XV-B(2) – The Northern Sliver.

---

Mr. Michael Bloom  
January 31, 2007  
Page 2

DTSC's letter of June 6, 2006 found that no further action is required consistent with the provisions of the California Education Code section 17210 et seq. In addition, in a letter dated July 18, 2006, DTSC made the finding that, pursuant to Health and Safety Code (HSC) Chapter 6.8, no further response action is necessary for the Mare Island Elementary School parcel.

I certify under penalty of perjury that the foregoing is a true and accurate legible translation of the Original Page 2 letter to Mr. Michael Bloom dated January 31, 2007 to which it is attached.

By: K. Stephenson



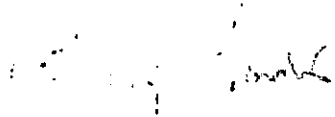
Mr. Michael Bloom  
January 31, 2007  
Page 3

DTSC reserves the right to address any appropriate environmental or human health related issues, should additional information concerning the environmental condition of the property become available in the future. In the event of a newly discovered release, the owner of the parcel shall notify DTSC within 30 days and the no further action determination will be reevaluated to decide whether any corrective action is required.

In addition, if any portion of the Northern Sliver parcel is proposed for a school site or additional school facilities are planned for the Mare Island Elementary School parcel that utilize state funds, the parcels must be reevaluated to meet the requirements of the State of California Education Code Section 17210 and be approved by DTSC Schools Division with respect to environmental site conditions. Since the School Division is a fee-for-service program, the proponent must enter into an agreement for cost recovery with the DTSC School Division for its review under the Education Code requirements.

If you have any questions, please contact Mr. William Kilgore, of my staff, at (916) 255-3738.

Sincerely,



Anthony J. Landis, P.E.  
Chief  
Northern California Operations  
Office of Military Facilities

Enclosure

cc: Mr. Dennis Kelly  
Tetra Tech EM, Inc.  
135 Main Street, Suite 1800  
San Francisco, California 94105

Mr. Dwight Gemar  
Weston Solutions, Inc.  
Post Office Box 2135  
Vallejo, California 94592-0135

Mr. Michael Bloom  
January 31, 2007  
Page 3

DTSC reserves the right to address any appropriate environmental or human health related issues, should additional information concerning the environmental condition of the property become available in the future. In the event of a newly discovered release, the owner of the parcel shall notify DTSC within 30 days and the no further action determination will be reevaluated to decide whether any corrective action is required.

I certify under penalty of perjury that the foregoing is a true and accurate legible translation of the Original Page 3 letter to Mr. Michael Bloom dated January 31, 2007 to which it is attached.

By: K. Stephenson

**Mr. Michael Bloom**  
**January 31, 2007**  
**Page 4**

cc **Mr. Neal Siler**  
**Lennar Mare Island**  
**690 Walnut Street, Suite 100**  
**Vallejo, California 94590**

**Mr. Gil Hollingsworth**  
**City of Vallejo**  
**555 Santa Clara Street**  
**Vallejo, California 94590-5934**

**Ms. Carolyn d'Almeida**  
**U.S. Environmental Protection Agency**  
**Mail Code SFD 8-1**  
**75 Hawthorne Street, 9<sup>th</sup> Floor**  
**San Francisco, California 94105-3901**

**Mr. Brian Thompson**  
**Regional Water Quality Control Board**  
**San Francisco Bay Region**  
**1515 Clay Street, Suite 1400**  
**Oakland, California 94612**

**Ms. Wei-Wei Chui**  
**Standardized Permitting and Corrective Action Branch**  
**Department of Toxic Substances Control**  
**700 Heinz Avenue**  
**Berkeley, California 94710-2721**

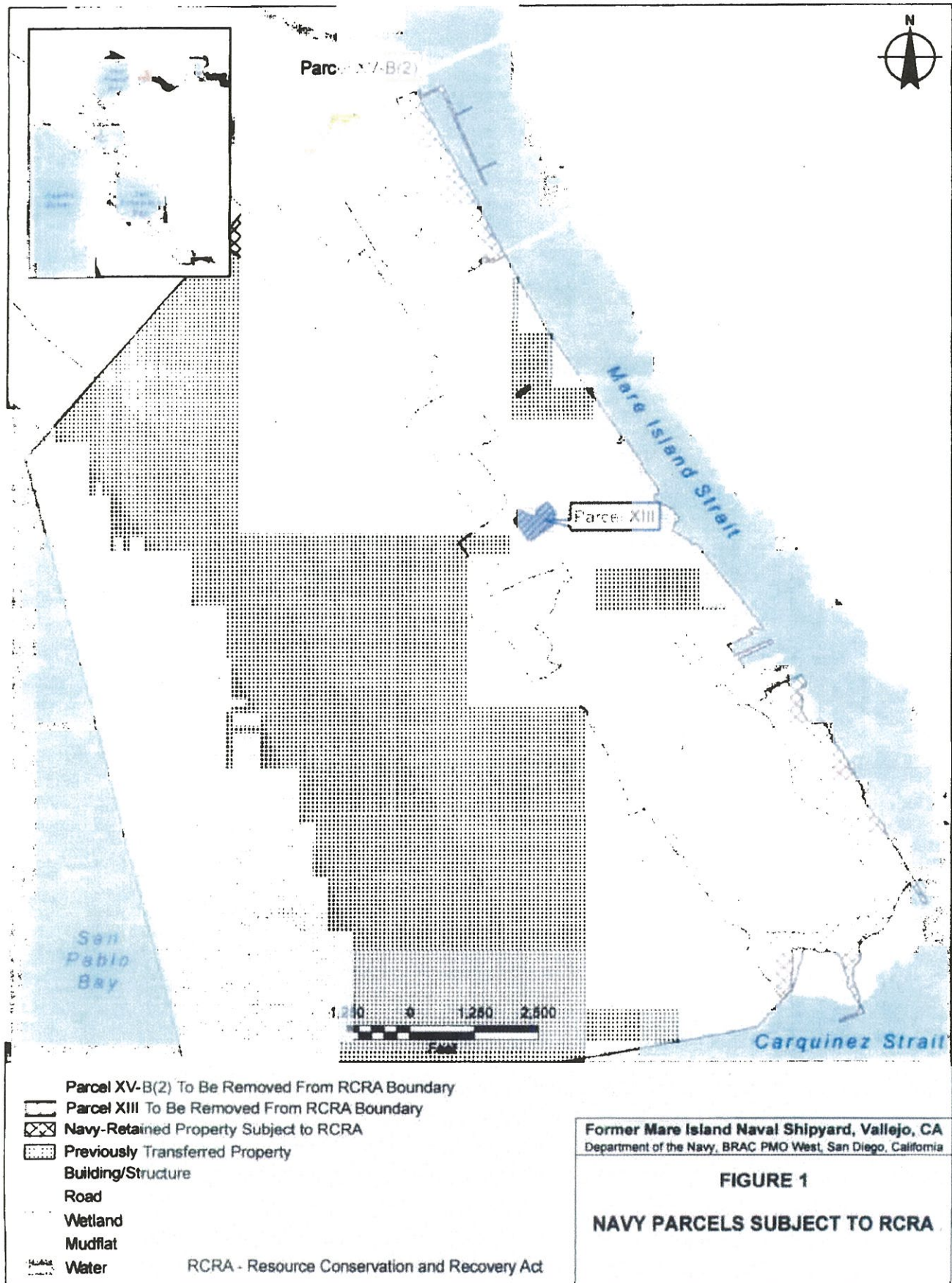
**Mr. William Kilgore**  
**Office of Military Facilities**  
**Department of Toxic Substances Control**  
**8800 Cal Center Drive**  
**Sacramento, California 95826**

Mr. Michael Bloom  
January 31, 2007  
Page 4

CC Mr. Neal Siler  
Lennar Mare Island  
690 Walnut Street, Suite 100  
Vallejo, California 94592

I certify under penalty of perjury that the foregoing is a true and accurate legible translation of the Original Page 3 letter to Mr. Michael Bloom dated January 31, 2007 to which it is attached.

By: Stephenson





# California Regional Water Quality Control Board

## San Francisco Bay Region



Linda S. Adams  
Secretary for  
Environmental Protection

1515 Clay Street, Suite 1400, Oakland, California 94612  
(510) 622-2300 • Fax (510) 622-2460  
<http://www.waterboards.ca.gov/sanfranciscobay>

Arnold Schwarzenegger  
Governor

Date FEB 07 2007  
File No. 2129.2011 (BJT)

2007 FEB 12 AM 58

COMMUNICATIONS OFFICE

Mr. Michael Bloom  
Department of the Navy  
Base Realignment and Closure  
Program Management Office  
1455 Frazee Road, Suite 900  
San Diego, CA 92108-4301

**Subject:** Concurrence with the Finding of Suitability to Transfer (FOST) for Parcel XV-B(2) (the Northern Sliver), Former Mare Island Naval Shipyard, Vallejo

Dear Mr. Bloom:

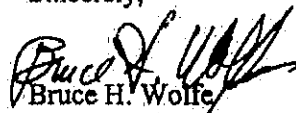
Water Board staff have reviewed the document and concur with Department of the Navy (the Navy) findings. This concurrence letter is being provided at the request of the Navy.

The FOST documents environmental findings for the transfer of ownership of Parcel XV-B(2) at the former Mare Island Naval Shipyard. Parcel XV-B(2) consists of approximately 5.4 acres of land that is also referred to as the Northern Sliver. Three buildings that were used for storage and maintenance occupied the property until 1970. The property is currently vacant and not used by the Navy.

The Navy conducted environmental assessments at Parcel XV-B(2) and did not find evidence to indicate that a release or disposal of hazardous substances or petroleum products occurred at the property. Based on results of the environmental assessments, the Navy determined that no further investigation at the property is necessary. There does not appear to be a significant threat to human health or the environment at the site for the intended land use based on the information that has been provided to this agency for review and the provision that this information is accurate and representative of site conditions.

If you have any questions, please contact Brian J. Thompson by telephone at (510) 622-2422 or via email at [brthompson@waterboards.ca.gov](mailto:brthompson@waterboards.ca.gov).

Sincerely,

  
Bruce H. Wolfe  
Executive Officer

*Preserving, enhancing, and restoring the San Francisco Bay Area's waters for over 50 years*



**Mr. Bloom**

**2**

**Distribution:**

**Mr. Chip Gribble  
Department of Toxic Substances Control  
700 Heinz Avenue, Suite 200  
Berkeley, CA 94710-2721**

**Mr. Bill Kilgore  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, CA 95826**

**Ms. Carolyn d'Almeida  
U.S. EPA Region 9 (SFD 8-1)  
75 Hawthorne Street, 9<sup>th</sup> Floor  
San Francisco, CA 94105**

*Preserving, enhancing, and restoring the San Francisco Bay Area's waters for over 50 years*



**APPENDIX C**  
**DTSC NO FURTHER ACTION LETTER, DATED NOVEMBER 10, 2005**

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9 pages.





Alan C. Lloyd, PhD  
Agency Secretary  
CalVEPA



## Department of Toxic Substances Control

---

700 Heinz Avenue, Suite 200  
Berkeley, California 94710-2721



Arnold Schwarzenegger  
Governor

November 10, 2005

Mr. Gill Hollingsworth  
Mare Island Conversion Program Manager  
City of Vallejo  
555 Santa Clara Street  
Post Office Box 3068  
Vallejo, California 94954

Ms. Sheila Roebuck  
Lennar Mare Island  
690 Walnut Avenue, Suite 100  
Vallejo, California 94592

Mr. Jerry Dunaway  
BRAC Program Management Office West  
1455 Frazee Road, Suite 900  
San Diego, California 92108-4310

### NO FURTHER ACTION DETERMINATION FOR CITY OF VALLEJO NORTH HOUSING AREA, LENNAR WEDGE, AND NAVY NORTHERN SLIVER

Dear Mr. Hollingsworth, Ms. Roebuck and Mr. Dunaway:

This letter is to advise you that the Department of Toxic Substances Control (DTSC) has determined all remedial actions have been taken pursuant to Chapter 6.8 of Division 20 of the Health and Safety Code (H&SC), for the City of Vallejo North Housing Area, the Lennar Wedge, and the Navy Northern Sliver. The Navy Northern Sliver; however, will be further addressed in a Resource Conservation and Recovery Act (RCRA) Corrective Action Termination. The subject property is described in the attached legal description and plat.

DTSC has been providing oversight of the three parcels under a Voluntary Cleanup Agreement between DTSC and the City of Vallejo. DTSC has reviewed the request to certify that no further remedial activities are necessary at the North Housing Area, the

Mr. Gil Hollingsworth  
Ms. Sheila Roebuck  
Mr. Jerry Dunaway  
November 10, 2005  
Page 2

Wedge, and the Northern Sliver.

Historically, the North Housing Area and the Wedge were part of Mare Island Naval Shipyard and were initially used for base housing constructed in the early 1940's. The housing was removed in the 1960's and the area has remained vacant. The North Housing Area was transferred from the Navy to the City of Vallejo in the 1970's. The Wedge was transferred from the Navy to Lennar in 2001 as part of the Eastern Early Transfer Parcel. The Navy Northern Sliver parcel has been an open area just north and outside of the base fence at the northern end of the Mare Island Naval Shipyard. It is currently Navy property.

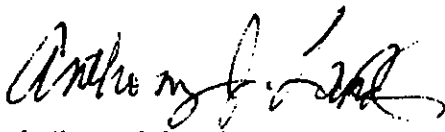
A Final Phase I and Phase II Environmental Site Assessment Report dated January 30, 2003 was prepared by Tetra Tech EM Inc., in addition to a Revised Supplemental to the Final Phase I and Phase II Environmental Site Assessment Report dated January 30, 2004. These reports constitute the equivalent of a Preliminary Site Assessment report. Inorganic metals were determined to be consistent with background concentrations for Mare Island. Trace concentrations of pesticides were determined to be below Preliminary Remediation Goals. Total Petroleum Hydrocarbon (TPH)<sub>d</sub> was detected in concentrations below 10 mg/kg, and TPH<sub>m</sub> was detected at a maximum of 46 mg/kg.

Based upon our review of the Final Phase I and Phase II Environmental Site Assessment Report dated January 30, 2003, and the Revised Supplemental to the Final Phase I and Phase II Environmental Site Assessment Report dated January 30, 2004, DTSC hereby concludes that No Further Action is necessary for the City of Vallejo North Housing Area, the Lennar Wedge, and the Navy Northern Sliver. This determination is based on existing information. If additional information is identified that suggests the possible presence of contamination, then additional investigation and cleanup may be required.

Mr. Gil Hollingsworth  
Ms. Sheila Roebuck  
Mr. Jerry Dunaway  
November 10, 2005  
Page 3

Should you have any questions regarding this letter, please contact Mr. Chip Gribble, of my staff, at (510) 540-3773.

Sincerely,



Anthony J. Landis, P.E.  
Chief  
Northern California Operations  
Office of Military Facilities

Attachment

cc: Mr. Dennis Kelly  
Tetra Tech EM  
135 Main Street, Suite 1800  
San Francisco, California 94105

Ms. Carolyn d'Almeida  
United States Environmental Protection Agency  
413 Poppyfield Drive  
American Canyon, California 94503

Mr. Gary Riley  
Regional Water Quality Control Board  
San Francisco Bay Region  
1515 Clay Street, Suite 1400  
Oakland, California 94612

Mr. Gil Hollingsworth  
Ms. Sheila Roebuck  
Mr. Jerry Dunaway  
November 10, 2005  
Page 4

bcc: Mr. Daniel Murphy  
Department of Toxic Substances Control  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710

Mr. Bill Kilgore  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826

Mr. Chip Gribble  
Department of Toxic Substances Control  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710



**Tetra Tech EM Inc.**

135 Main Street, Suite 1800 ♦ San Francisco, CA 94105 ♦ (415) 543-4880 ♦ FAX (415) 543-5480

November 26, 2003

Mr. Gil Hollingsworth  
Economic Development Program Manager  
City of Vallejo  
P.O. Box 3068  
555 Santa Clara Street  
Vallejo, CA 94590

**Subject: Legal Description – Area of Interest for Environmental Review – North Housing Area - Task Order No. S1139.05**

Dear Mr. Hollingsworth:

Tetra Tech EM Inc (Tetra Tech) is pleased to provide to the City of Vallejo two copies of a legal description and plat for the "Area of Interest for Environmental Review," North Housing Area (NHA).

In a meeting on 15 October with DTSC to the State Lands Commission, it was agreed that to obtain the necessary DTSC certification letter required by the Mare Island Property Settlement and Exchange Agreement prior to transfer of the NHA that DTSC's review of the Phase I and II Environmental Assessment would be conducted with intent of certifying the area encompassed by the NHA along with the two adjacent parcels. This area has subsequently been referred to as "The Area of Interest for Environmental Review." At the same meeting DTSC requested a legal description of "The Area of Interest for Environmental Review" be developed by the City to serve as an attachment to the DTSC certification letter required by the Mare Island Property Settlement. Tetra Tech to has developed the enclosed legal description and plat for the City in response to DTSC's request.

Please feel free to call me at (415) 222-8210 should you have any questions regarding the enclosed legal description.

Sincerely,

Dennis Kelly  
Project Manager

Attachment

Cc: Chip Gribble, DTSC  
Mike Mahoney, PLS  
John Brisco, Christian Marsh, Steel Rives LLP

**LEGAL DESCRIPTION  
FOR  
AREA CERTIFIED BY DTSC AS ENVIRONMENTALLY  
SUITABLE FOR TRANSFER  
AT  
MARE ISLAND, VALLEJO CALIFORNIA**

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

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

1. thence, along the northerly boundary of said Parcel No. 3 as described on that certain Quitclaim Deed to the City of Vallejo from the United States of America, recorded July 12, 1978 in Book 1978, S89°52'14"E, 1,361.87 feet to northeast corner of said Parcel No. 3;
2. thence, along the north boundary line of said Tract No. 38 per Map filed in Book 21 of Land Survey Maps at Pages 94 to 98 inclusive, Official Records of Solano County on November 14, 1996, S89°52'14"E, 616.58 feet to a point on the northerly boundary line of Parcel One (XV-A NORTHERN PORTION) as described in Quitclaim Deed to the City of Vallejo from the United States of America, recorded with Document No. 2001-00120695 on October 17, 2001, Official Records of Solano County; said point on the northerly boundary line is the terminus of course 14 of said Parcel One;
3. thence, along the northerly boundary line of said Parcel One and along said course number 14, S24°25'58"E, 19.61 feet;
4. thence, continuing along the northerly boundary line of said Parcel One and along course number 13 of said Parcel One, S63°08'30"W, 270.93 feet;
5. thence, continuing along the northerly boundary line of said Parcel One and along course number 12 of said Parcel One, S46°31'24"W, 132.99 feet;

**LEGAL DESCRIPTION  
FOR  
AREA CERTIFIED BY DTSC AS ENVIRONMENTALLY  
SUITABLE FOR TRANSFER  
AT  
MARE ISLAND, VALLEJO CALIFORNIA  
(CONTINUED)**

6. thence, continuing along the northerly boundary line of said Parcel One and along course number 11 of said Parcel One, N43°47'32"W, 38.22 feet;
7. thence, continuing along the northerly boundary line of said Parcel One and along course number 10 of said Parcel One, N62°35'11"W, 29.57 feet;
8. thence, continuing along the northerly boundary line of said Parcel One and along course number 9 of said Parcel One, N74°33'39"W, 191.20 feet;
9. thence, continuing along the northerly boundary line of said Parcel One and along course number 8 of said Parcel One, S32°27'19"W, 917.74 feet to the intersection northwesterly corner of said Parcel One (XV-A NORTHERN PORTION) with the northeasterly boundary line (course number 84) of the EASTERN EARLY TRANSFER EDC PARCEL as described in QUITCLAIM DEED to the City of Vallejo from the United States of America, recorded with Document No. 2001-00037960 on March 26, 2002, Official Records of Solano County ;
10. thence, across the northerly portion of said EASTERN EARLY TRANSFER EDC PARCEL, S85°38'14"W, 139.72 feet to the beginning of course number 86 on the northerly boundary line of said EASTERN EARLY TRANSFER EDC PARCEL, and to the beginning of course number 5 of the southeasterly boundary line of said Parcel No. 3 as described in Quitclaim Deed to the City of Vallejo from the United States of America, recorded July 12, 1978 in Book 1978, Page 56592;
11. thence, continuing along said northerly boundary line being course number 86 of said EASTERN EARLY TRANSFER EDC PARCEL and along said course number 5 of the southeasterly boundary line of said Parcel No. 3, S86°24'27"W, 124.35 feet (record per said Parcel No. 3 = S86°27'50"W);
12. thence, continuing along a portion of said northerly boundary line being a portion of course number 87 of said EASTERN EARLY TRANSFER EDC PARCEL and along course number 6 of the southeasterly boundary line of said Parcel No. 3, S50°44'57"W, 852.61 feet (record per said Parcel No. 3 = S50°48'20"W);

**LEGAL DESCRIPTION  
FOR  
AREA CERTIFIED BY DTSC AS ENVIRONMENTALLY  
SUITABLE FOR TRANSFER  
AT  
MARE ISLAND, VALLEJO CALIFORNIA  
(CONTINUED)**

13. thence, along course number 7 of the westerly boundary line of said Parcel No. 3, N0°11'18"E, 1476.44 feet (record per said Parcel No. 3 = N0°12'52"E, 1475.51 feet) to the POINT OF BEGINNING;

**END OF DESCRIPTION**

Said Tract of Land contains 31.58 Acres, more or less.

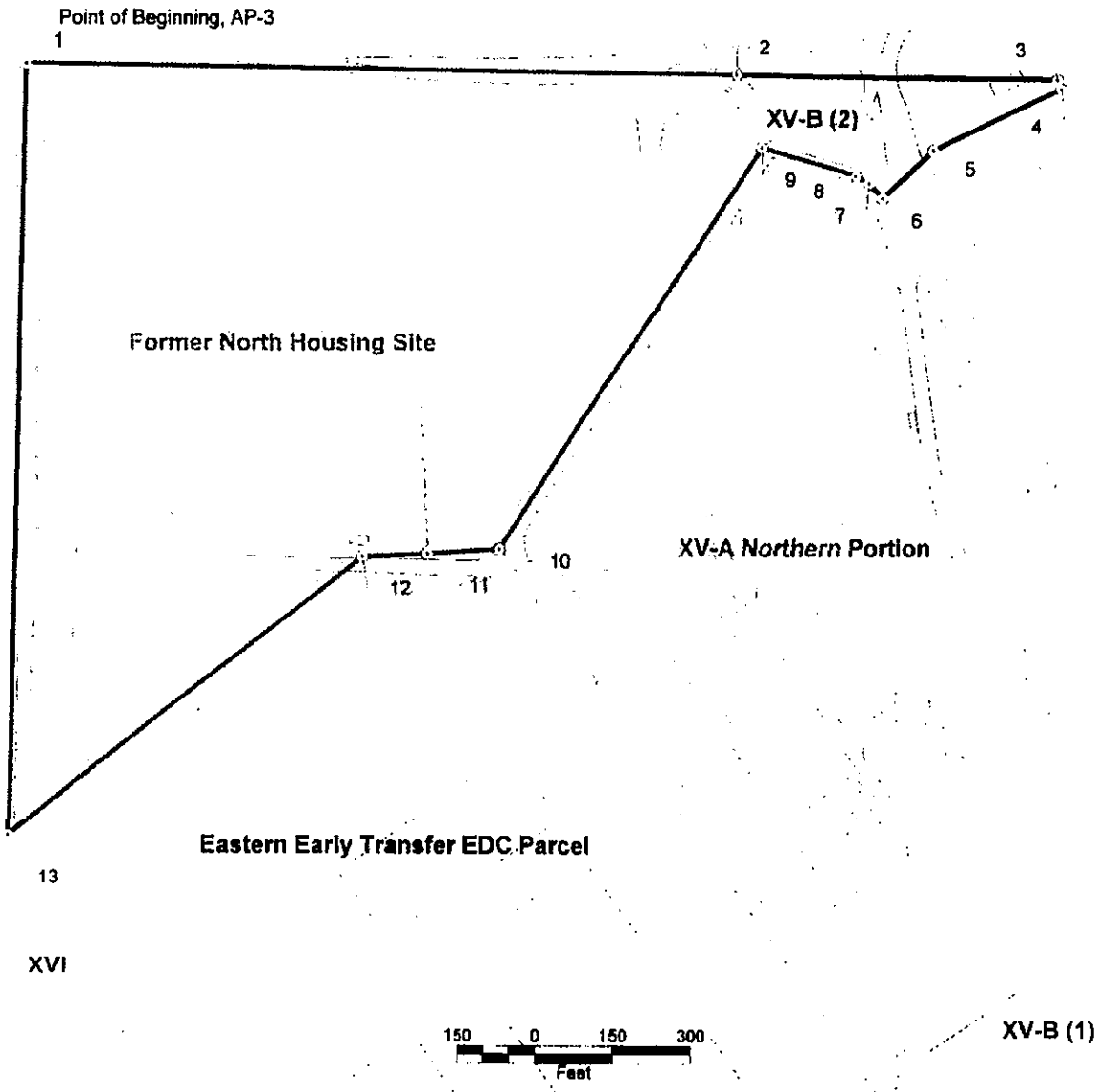
**ALL AS SHOWN ON "PLAT TO ACCOMPANY LEGAL DESCRIPTION OF AREA CERTIFIED BY DTSC AS ENVIRONMENTALLY SUITABLE FOR TRANSFER AT MARE ISLAND, VALLEJO CALIFORNIA " ATTACHED HERETO AND MADE APART HEREOF.**

**PREPARED BY:**

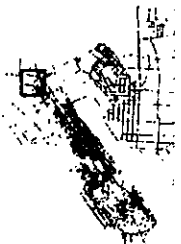
*Michael S. Mahoney*  
Michael S. Mahoney, P.L.S. 11/24/03







13  
XVI



Numbered angle point labels indicate  
start of course per legal description.  
ANGLE POINT

 BOUNDARY PER LEGAL DESCRIPTION  
 PARCEL BOUNDARIES

Reviewed by Mike Mahoney, L.S.

 Tetra Tech EM Inc.

**PLAT TO ACCOMPANY  
LEGAL DESCRIPTION  
AREA CERTIFIED BY DTSC AS  
ENVIRONMENTALLY SUITABLE  
FOR TRANSFER AT  
MARE ISLAND, VALLEJO, CALIFORNIA**

**APPENDIX D**  
**REGULATORY CONCURRENCE LETTERS FOR NO FURTHER ACTION**

---

14 pages

**A legible copy of this document is on file with the City of Vallejo.**



Cal/EPA

Department of  
Toxic Substances  
Control

700 Heinz Avenue  
Suite 200  
Berkeley, CA  
94710-2737

May 16, 1997

Environmental Restoration Branch  
Western Division  
Naval Facilities Engineering Command  
Attn: Mr. Juris Sinats  
900 Commodore Drive  
San Bruno, California 94066-0720

Pete Wilson  
Governor

James M. Strock  
Secretary for  
Environmental  
Protection

Dear Mr. Sinats:

**MARE ISLAND NEW DEFENSE MATERIAL RE-UTILIZATION AND  
MARKETING ORGANIZATION (NEW DEMO) SCRAPYARD FINAL  
RELEASE REPORT, DATED 12/5/96 AND WITH NAVY RESPONSES  
TO AGENCY COMMENTS AND CHANGE PAGES FAXED 5/14/97.**

The Department of Toxic Substances Control, the Regional Water Quality Control Board, and the Department of Health Services have reviewed the subject document. We now have no further comments regarding this release report and are in agreement with the conclusion given in the report that the area is free of any residual radionuclide contamination. Further, we have coordinated our review with Tom Huetteman and Bonnie Arthur of the USEPA and they are in agreement with this letter.

Should you have any questions regarding this letter, please call me at (510) 540-3816.

Sincerely,

Chip Gribble  
Remedial Project Manager  
Base Closure Unit  
Office of Military Facilities

cc: Next page



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Mr. Juris Sinats  
May 16, 1997  
Page Two

cc: Ms. Penny Leinwander  
Department of Health Services  
Environmental Management Branch, MS396  
P.O. Box 942732  
Sacramento, California 94234-7320

Mr. Vince Christian  
Regional Water Quality Control Board  
San Francisco Bay Region  
2101 Webster Street, Suite 500  
Oakland, California 94612

Ms. Bonnie Arthur  
U.S. Environmental Protection Agency  
Mail code H-9-2  
75 Hawthorne Street  
San Francisco, California 94105-3901

Mr. Richard Logar  
Mare Island Naval Shipyard  
Environmental Management Division  
Code 106.31MH, Mail Stop T-56  
Vallejo, California 94592-5100

  
SPORTS-Environmental Detachment  
Mare Island Naval Shipyard  
P.O. Box 2193  
Vallejo, California 94592-5100



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**CalEPA**

Department of  
Toxic Substances  
Control

700 Heinz Avenue  
Suite 200  
Berkeley, CA  
94710-2737

May 30, 1997



Pete Wilson  
Governor

James M. Strock  
Secretary for  
Environmental  
Protection

Environmental Restoration Branch  
Western Division  
Naval Facilities Engineering Command  
Attn: Mr. Juris Sinats  
900 Commodore Drive  
San Bruno, California 94066-0720

Dear Mr. Sinats:

**MARE ISLAND DEFENSE MATERIAL RE-UTILIZATION AND  
MARKETING ORGANIZATION (DMMO) ORIGINAL SCRAPYARD FINAL  
RELEASE REPORT FOR GENERAL RADIOACTIVE MATERIAL (G-  
RAM), DATED MARCH 27, 1997 AND WITH CHANGE PAGES FAXED  
4/17/97 AND 4/28/97.**

The Department of Toxic Substances Control, the Regional Water Quality Control Board, and the Department of Health Services have reviewed the subject document. We applaud the Navy for their responsiveness in addressing the radium issue at this site, and for the thoroughness of the remediation and surveying effort.

We have one comment regarding the subject document. The report should have included an evaluation of the post-removal action solid sample data, with a statistical comparison to background concentrations of naturally occurring radium. We did evaluate these data, in a manner consistent with the GRAM Survey Plan, to determine whether the post-removal action radioactivity was or was not distinguishable from background concentrations. The only radioisotope of concern identified at the site was Ra-226. Our evaluation is presented below:

1. All solid samples were below the hot limit of 5 pCi/g of Ra-226.
2. The site was subdivided into 4 Exposure Units, based on sample density and sample distribution, and the Quantile test was applied to each exposure unit. All 4 Exposure Units initially failed the test. The highest ranked site data points were then compared to the corresponding Th-234 concentrations and evaluated with respect to secular equilibrium. Site data points determined to be in secular equilibrium were then added to



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Mr. Juris Sinats  
May 30, 1997  
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the background data set. When the Quantile test was reapplied to each exposure unit, all 4 exposure units passed.

3. On the basis of the site survey and remediation results and general site historical information, we conclude that the radium contamination existed in relatively discrete areas in the scrapyard area. Therefore, the Wilcoxon Rank Sum test was not applied, as this test is useful to discern contamination at levels slightly above background and over large continuous areas.

4. Consequently, all Exposure Units were determined to be indistinguishable from background.

On the basis of the subject report and the statistical analysis of the solid sample data, we conclude that the post-removal concentrations of Ra-226 at the original DRMO scrapyard site are indistinguishable from background concentrations.

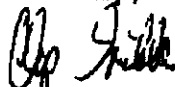
Cal-EPA and USEPA applaud the Navy on its use of the USRADS system to accomplish the radiological survey and radium removal at the DRMO scrapyard. This system proved to be extremely effective in characterizing 100% of the site, performed the survey much quicker than more conventional means, and it provided excellent data presented in easy to understand graphic color output. USRADS played a major role in radically reducing the volume of radioactive waste generated by the removal action. Original estimates of the potential radioactive waste that would be generated for disposal using other site survey methods were as high as 300,000 cubic feet. But, after using USRADS for the site characterization, actual waste generated for disposal was more on the order of 9,500 cubic feet. This resulted in a tremendous cost savings to taxpayers while achieving excellent results, i.e. residual radium levels indistinguishable from background.

We have coordinated our review with Tom Huetteman and Bonnie Arthur of the USEPA and they are in agreement with this letter.

Mr. Juris Sinats  
May 30, 1997  
Page Three

Should you have any questions regarding this letter, please call me at (510) 540-3816.

Sincerely,




Chip Gribble  
Remedial Project Manager  
Base Closure Unit  
Office of Military Facilities

cc: Ms. Penny Leinwander  
Department of Health Services  
Environmental Management Branch, MS396  
P.O. Box 942732  
Sacramento, California 94234-7320

Mr. Vince Christian  
Regional Water Quality Control Board  
San Francisco Bay Region  
2101 Webster Street, Suite 500  
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Ms. Bonnie Arthur  
U.S. Environmental Protection Agency  
Mail code H-9-2  
75 Hawthorne Street  
San Francisco, California 94105-3901

Mr. Richard Logar  
Caretaker Site Office  
Mare Island  
P.O. Box 2193  
Vallejo, California 94592

  
SPORTS-Environmental Detachment  
Mare Island Naval Shipyard  
P.O. Box 2193  
Vallejo, California 94592-5100

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**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

**REGION IX**

**75 Hawthorne Street**

**San Francisco, CA 94105-3901**

**March 29, 1996**

**Robert D. O'Brien  
Director of Radiological Control  
Mare Island Naval Shipyard  
Vallejo, California 94592-5100**

**Re: Mare Island Naval Shipyard Final Release Report, General Radioactive Material (G-RAM) Radiological Survey Plan, Volumes 1 and 2, dated 3/28/96, and with change pages received 3/29/96.**

**Dear Mr. O'Brien:**

The U.S. Environmental Protection Agency (EPA) has reviewed the subject documents. The subject documents describe the plans and final results for surveys and any necessary remediation for 106 G-RAM sites at Mare Island Naval Shipyard. Our review of the Survey Plan consisted of reviewing changes made to this document from the previously agreed to plan dated July 7, 1995. Our review of the Final Report primarily consisted of reviewing it for consistency with the Survey Plan and for consistency with previously reviewed and agreed to site specific release reports.

During the past week we received for the first time the completed groundwater report section for the Final Report. Our review of this documentation is continuing and is expected to be completed by the end of next week. We also yesterday received additional Cs-137 data for the building 629 yard. We are continuing to evaluate this data and will contact the Navy soon to discuss resolution of this outstanding concern. This remains the only release report, other than the groundwater report, which we have not yet concurred on from the Final Report. Lastly, we have one other comment on the Final Report. In Section A, page 1, a discussion is provided on Ra-226 concentrations in water samples collected at Dry Dock #2. Please verify the Ra-226 concentrations in this discussion as well as the Th-234 concentration reported. The higher Ra-226 concentration is reported for the sample that did not include sediment, instead of for the sample with sediment as would have been expected. Please also identify the specific sump location where the sample was collected.

In addition to these reviews, we have also conducted jointly with the State of California various quality assurance oversight activities to assess the quality of the G-RAM radiological

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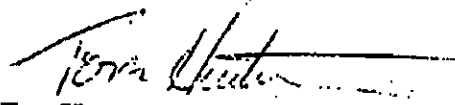
survey work and to determine its consistency with the agreed to plans and procedures. These joint State and EPA oversight activities included inspections of the radiological counting laboratory at Mare Island, reviews of laboratory and backup documentation for the survey work, periodic observations of survey and remediation field work, reanalysis by EPA's National Air and Radiation Environmental Laboratory of selected solid samples collected by the Navy, and independent field instrument surveys.

The findings from the above oversight activities identified one concern affecting the Final Report. Specifically, an overestimation error for Th-234 was identified. This concern has been addressed in the Final Report to our satisfaction. Otherwise, the oversight activities have to date demonstrated data quality and integrity consistent with the standards and procedures established by the G-RAM Survey Plan and supporting documents and have not uncovered any problems which would alter the conclusions contained in the Final Report.

We would also like to complement the Navy and the Mare Island personnel involved with this program on the tremendous effort and dedication demonstrated in completing this enormous task. The G-RAM program and cleanup levels established by it posed unique and very difficult challenges that the Navy had to meet. We also greatly appreciate your cooperation in working with us in addressing our concerns in the Final Report.

If you have any questions regarding this letter, please call me at 415/744-2407.

Sincerely,



Tom Huettelman  
Remedial Project Manager

cc: Dick Logar, EFA-West  
Juris Sinats, EFA-West  
Penny Leirwanderer, DHS  
Vince Christian, RWQCB




**Cal/EPA**

October 23, 1997

Department of  
Toxic Substances  
Control

700 Heinz Avenue  
Suite 200  
Berkeley, CA  
94710-2737



Environmental Restoration Branch  
Western Division  
Naval Facilities Engineering Command  
Attn: Mr. Juris Sinats  
900 Commodore Drive  
San Bruno, California 94066-0720

Pete Wilson  
Governor

James M. Strock  
Secretary for  
Environmental  
Protection

Dear Mr. Sinats:

**COMPLETION OF ALL MARE ISLAND NAVAL SHIPYARD GENERAL  
RADIOACTIVE MATERIAL (G-RAM) SURVEYS.**

The purpose of this letter is to note that the following set of Navy documents (that have been reviewed and approved by the USEPA and Cal/EPA) constitute the final approved G-RAM survey report.

1. Mare Island Naval Shipyard Final Release Report, General Radioactive Material (G-RAM) Radiological Survey Plan, Volumes 1 and 2, Dated 3/28/96, and with change pages received 3/29/96.
2. Radiological Release of Former Mare Island Naval Shipyard Dry Dock No. 2 for Unrestricted Use, dated 7/2/96 (EFA-West forwarding letter dated 7/29/97).
3. General Radioactive Material (G-RAM) Radiological Final Release Report for the Decommissioning of Mare Island Naval Shipyard, New Defense Material Re-Utilization and Marketing Organization Scrapyard Final Release Report, dated 12/5/96 and with change pages faxed 5/14/97 (EFA-West forwarding letter dated 1/9/97).
4. General Radioactive Material (G-RAM) Radiological Final Release Report for the Decommissioning of Mare Island Naval Shipyard, Defense Material Re-Utilization and Marketing Organization (DRMO) Original Scrapyard Final Release Report, dated 3/27/97, and with change pages faxed 4/17/97 and 4/28/97 (EFA-West forwarding letter dated 3/31/97).
5. Groundwater Nuclide Analysis Report for Mare Island Naval Shipyard, dated 8/8/97, and with change pages faxed 8/8/97 (EFA-West forwarding letter dated 6/30/97).

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Mr. Juris Sinats  
October 23, 1997  
Page Two

6a. Mare Island General Radioactive Material (G-RAM) Radiological Decommissioning Survey of Building 629 Storage Yard, dated 2/14/96 and with change pages dated 3/11/96.

6b. Additional Radiological Information Concerning Radioactive Fallout, Building 629 Storage Yard, Mare Island, dated 7/1/96 (EFA-West forwarding letter dated 7/23/96).

6c. Radiological Information Concerning Radioactive Fallout, Mare Island Naval Shipyard, Building 629 Storage Yard, Additional Information, dated 1/28/97 (EFA-West forwarding letter dated 2/27/97).

To avoid confusion with the public record, we suggest that items numbered 2 through 6, as listed above, be added to the 27 volume 3-ring binder set that constitutes Volume 2 of item number 1.

Finally, it is important to acknowledge the exceptional commitment, outstanding hard work, and superior technical performance on the part of the Navy and the many Mare Island personnel that have worked so tirelessly to fully address all radiological concerns.

Should you have any questions regarding this letter, please call me at (510) 540-3816.

Sincerely,



Chip Gribble  
Remedial Project Manager  
Base Closure Unit  
Office of Military Facilities

cc: Next page

Mr. Juris Sinats  
October 23, 1997  
Page Three

cc: Ms. Penny Leinwander  
Department of Health Services  
Environmental Management Branch, MS396  
P.O. Box 942732  
Sacramento, California 94234-7320

Mr. Vince Christian  
Regional Water Quality Control Board  
San Francisco Bay Region  
2101 Webster Street, Suite 500  
Oakland, California 94612

Ms. Bonnie Arthur  
U.S. Environmental Protection Agency  
Mail code H-9-2  
75 Hawthorne Street  
San Francisco, California 94105-3901

Mr. Richard Logar  
Mare Island Naval Shipyard  
Environmental Management Division  
Code 106.31MH, Mail Stop T-56  
Vallejo, California 94592-5100

Mr. R. D. O'Brien  
SSPORTS-Environmental Detachment  
Mare Island Naval Shipyard  
P.O. Box 2193  
Vallejo, California 94592-5100



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DEPARTMENT OF TOXIC SUBSTANCES CONTROL

REGION 2  
700 HENZ AVE., SUITE 200  
BERKELEY, CA 94710-2737

(510) 540-3724



March 29, 1996

Mr. Robert D. O'Brien  
Director of Radiological Control  
Mare Island Naval Shipyard  
Vallejo, California 94592-5100

**MARE ISLAND NAVAL SHIPYARD FINAL RELEASE REPORT, GENERAL  
RADIOACTIVE MATERIAL (G-RAM) RADIOLOGICAL SURVEY PLAN, VOLUMES 1  
AND 2, DATED 3/28/96, AND WITH CHANGE PAGES RECEIVED 3/29/96.**

Dear Mr. O'Brien:

The Department of Toxic Substances Control (Department), the Regional Water Quality Control Board (Board), and the Department of Health Services (DHS) have reviewed the subject document. The subject document describes the plans and final results for surveys and any necessary remediation for 106 G-RAM sites at Mare Island Naval Shipyard. Our review of the Survey Plan consisted of reviewing changes made to this document from the previously agreed to revision of the plan. Our review of the Final Report primarily consisted of reviewing it for consistency with the Survey Plan and for consistency with previously reviewed and agreed to site specific release reports.

Our review of the groundwater report section for the Final Report is in progress, as we just received this section this week. We expect to complete the groundwater section review by the end of next week. We also yesterday received additional Cs-137 data for the Building 629 Yard. We are continuing to evaluate this data and will contact the Navy soon to discuss resolution of this outstanding concern. This remains the only release report, other than the groundwater report, for which we have not yet concurred for the Final Report. Lastly, we have one other comment on the Final Report. In Section A, page 1, a discussion is provided on Ra-226 concentrations in water samples collected at Dry Dock #2. Please verify the Ra-226 concentrations in this discussion as well as the Th-234 concentration reported. The higher Ra-226 concentration is reported for the sample that did not include sediment, instead of for the sample with sediment as would have been expected. Please also identify the specific sump location where the sample was collected.



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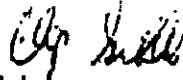
Mr. R. D. O'Brien  
March 29, 1996  
Page Two

Further, in a joint effort with the USEPA to assess the quality of the GRAM radiological decommissioning survey program for Mare Island, we have: inspected on several occasions the Mare Island Analytical Laboratory and assessed quality control procedures and documentation; reviewed backup documentation supporting Site Specific Release Reports and analytical data; observed Navy field surveys and other field work in progress; reanalyzed selected Mare Island samples at the USEPA NAREL Laboratory for data confirmation; and performed independent field instrument surveys at selected sites. The findings from these oversight activities identified one concern which was an overestimation error for Th-234. This concern has been satisfactorily addressed in the final report. Otherwise, the findings from this effort have to date demonstrated data quality and integrity consistent with the standards and procedures established for the GRAM radiological decommissioning survey program and have not uncovered any problems which would alter the conclusions contained in the final report.

In addition, we would like to acknowledge the significant cooperative effort on the part of the Navy and the many Mare Island personnel that have been involved in the decommissioning program. The commitment to thoroughness and the commitment to fully address State Agencies concerns has been exceptional and noteworthy.

Should you have any questions regarding this letter, please call me at (510) 540-3816.

Sincerely,



Chip Gribble  
Remedial Project Manager  
Base Closure Unit  
Office of Military Facilities

cc: next page

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Mr. R. D. O'Brien  
March 29, 1996  
Page Three

cc: Mr. Vince Christian  
Regional Water Quality Control Board  
San Francisco Bay Region  
2101 Webster Street, Suite 500  
Oakland, California 94612

Ms. Penny Lainwander  
Department of Health Services  
Environmental Management Branch, MS396  
P.O. Box 942732  
Sacramento, California 94234-7320

Mr. Tom Huetteman  
U.S. Environmental Protection Agency  
Mail code H-9-2  
75 Hawthorne Street  
San Francisco, California 94105-3901

Mr. Craig Marchione  
Head, Radiological Engineering Division  
Mare Island Naval Shipyard  
Vallejo, California 94592-5100

**EXHIBIT "C"**

**MEMORANDUM OF AGREEMENT**

**REGARDING THE LAYAWAY, CARETAKER MAINTENANCE, LEASING,  
AND DISPOSAL OF HISTORIC PROPERTIES**

**ON**

**THE FORMER MARE ISLAND NAVAL SHIPYARD, VALLEJO, CALIFORNIA**

Memorandum of Agreement

Among

The United States Navy, The Advisory Council on Historic Preservation and The California State Historic Preservation Officer Regarding the Layaway, Caretaker Maintenance, Leasing, and Disposal of Historic Properties on the Former Mare Island Naval Shipyard, Vallejo, California

WHEREAS, the Department of the Navy (Navy) has been directed to close and layaway, place in caretaker maintenance, and subsequently lease, sell, transfer, or otherwise dispose of properties at the former Mare Island Naval Shipyard (Shipyard) by the Base Realignment and Closure Act, as amended in 1993, and this undertaking will affect Shipyard buildings, structures and historic archeological properties included in or eligible for inclusion in the National Register of Historic Places (Register); and

WHEREAS, the Shipyard is a National Historic Landmark (NHL) included in the Register and located within the limits of the City of Vallejo (City), a Certified Local Government under Section 101(c) of the National Historic Preservation Act (Act), as amended; and

WHEREAS, the Navy has consulted with the Advisory Council on Historic Preservation (Council) and the California State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 (16 U.S.C. 470f); and Section 110f of the same Act (16 U.S.C. 470h-2(f)); and

WHEREAS, upon disposal of the historic properties from the Navy to a non-federal entity, any Federal jurisdiction ceases and the jurisdiction of the historic property reverts exclusively to the City, and therefore, the City was invited to participate in the development of this agreement and has been invited to concur; and

WHEREAS, the Secretary of the Interior, as represented by the Pacific-Great Basin System Support Office, formally Western Region, National Park Service (NPS), participated in the development of this agreement and has been invited to concur with its conditions because of the National Historic Landmark designation;

NOW, THEREFORE, the Navy, the Council and the California SHPO agree the layaway, caretaker maintenance, lease, sale, transfer, and disposal of the Shipyard historic properties shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

Stipulations

The Navy will ensure that the following measures are carried out:



Memorandum of Agreement  
Mare Island Shipyard Historic District

1. National Register Nomination.

a. In consultation with the California SHPO and the NPS the Navy has developed a comprehensive historic context statement that addresses the significance of the Shipyard's role from 1854, when it was the first naval facility constructed on the Pacific Coast of the United States, to the conclusion of the Cold War in 1989, and recommended changes to the Shipyard Historic District boundaries consistent with the expanded historic context statement.

b. In consultation with the California SHPO the Navy has evaluated the extant buildings, structures, landscapes, and historic archeological properties and identified those that contribute to the Mare Island Historic District.

c. The Navy has evaluated the potential for finding significant historic archeological properties on the Shipyard and developed an archeological predictive model which has been included in the National Register Nomination Form for the Mare Island Historic District.

d. The Navy has revised the existing National Register Nomination Form for the Mare Island Naval Shipyard Historic District and has submitted it to the Keeper of the National Register.

2. Prehistoric Archeology.

a. The Navy has developed a prehistoric archeological context statement and surveyed to relocate and evaluate, through testing, previously recorded prehistoric archeological sites on Mare Island and determined in consultation with the California SHPO that there is no evidence of prehistoric occupation that will qualify for inclusion in the National Register.

b. The Navy has updated the existing State Historic Inventory forms for the previously recorded prehistoric archeological sites and shall submit copies to the Northwest Information Center, Sonoma State University, Rohnert Park, California by March 1, 1997.

c. The Navy shall recover prehistoric artifacts and associated field notes collected during the 1985 archeological study prepared by Roop and Flynn, approximately one cubic foot of material, and arrange for their professional curation in accordance with Secretary of the Interior's standards (36 CFR Part 79) by October 1, 1997.

3. Historic Artifacts and Records.

a. The Navy has collected the items in the Naval Historical Center's May 1994 inventory of historic artifacts and historically significant materials and the historic furniture transferred from the Public Works Center San Francisco Bay's inventory on the Shipyard and has secured them in temporary storage in Building 215 at Mare Island Shipyard.

Memorandum of Agreement  
Mare Island Shipyard Historic District

b. The items collected in 3.a. above are the responsibility of the Director of the Naval Historical Center, Washington Naval Yard, District of Columbia, who will arrange for the transport of those items to be permanently curated at other museums, and arrange for the remainder to be placed on permanent loan to a museum(s) in Vallejo or the greater San Francisco Bay area.

c. The Navy has coordinated the disposal of the Shipyard's records, drawings, plans and photographs with the National Archives Pacific-Sierra Region, San Bruno, and is in the process of forwarding the original records, historic maps, architectural drawings, negatives, slides and photographs which were transferred by the former Mare Island Naval Shipyard to the National Archives. This process will be completed by October 1, 1997.

4. Layaway and Caretaker Maintenance.

a. Prior to layaway and placement of historic properties into a caretaker maintenance status, the Navy shall follow the terms of the Programmatic Agreement executed among the Navy, Council, and California SHPO in August 1992 (1992 PA) regarding routine repair and maintenance of historic properties on the Shipyard (APPENDIX A) attached hereto and incorporated herein, and all actions taken in accordance with the 1992 PA may proceed without further consultation, except as specified in that agreement.

b. The application of the 1992 PA shall be extended to include all contributing historic buildings and structures identified in the revised National Register Nomination Form dated January 1996, as well as the historic archeology that may exist in the 28 archeological sensitive areas identified in the revised National Register Form.

c. Until disposal or transfer, as the contributing historic properties are vacated, the Navy shall layaway and provide caretaker maintenance of the historic properties at the minimum levels described in APPENDIX B.

d. Prior to initiating any action which would irreversibly alter, damage or demolish a contributing historic building or structure which has been classified for Layaway Level 6 the Navy shall contact the Pacific-Great Basin Service Center, NPS, San Francisco, California to determine what level and kind of recordation is required for the property. Unless otherwise agreed to by NPS, the Navy shall ensure that all documentation is complete and accepted by the Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) prior to any irreversible alteration or demolition, and that copies of the documentation are provided to the California SHPO, the City and the Vallejo library and historical museum(s).

5. Recordation.

a. The Navy in consultation with NPS shall identify the most representative historic buildings on the Shipyard by April 1, 1997 and record them in accordance with HABS/HAER standards as specified by NPS, for submission to the Library of Congress, prior to any irreversible alteration,

Memorandum of Agreement  
Mare Island Shipyard Historic District

transfer, or disposal of the selected historic properties.

b. The Navy shall provide an archival quality copy of the HABS/HAER documentation prepared pursuant to Stipulation 5.a. above to the California SHPO, the City and the Vallejo library and historical museum(s).

6. Leasing of Historic Properties.

a. Prior to the transfer, sale or conveyance by some other means from the control and jurisdiction of the Navy, the Navy may enter into interim leases which will permit tenants to adaptively reuse Shipyard contributing historic properties, provided that the lease agreements require tenants to follow the conditions of the 1992 PA (APPENDIX A) in maintaining or adapting these historic properties for use.

b. The Navy shall inspect the leased contributing historic properties semi-annually to ensure that the conditions of the 1992 PA are followed in maintaining or adapting the historic property for other uses and shall take appropriate remedial action to assure compliance with the 1992 PA where deviations are observed. Appropriate remedial action shall include notification of SHPO and Council.

7. Long Term Preservation Planning.

a. Within a calendar year from the execution of this agreement the City in consultation with and subject to the approval of the SHPO shall amend its Architectural Heritage and Historic Preservation Ordinance (Chapter 16.38 of the Vallejo Municipal Code) to include Area 4 of the Mare Island Final Reuse Plan dated July 1994 and additional historic buildings listed in APPENDIX C.

b. The City will ensure that the Vallejo Architectural Heritage and Landmarks Commission shall continue in its present role as described in the Vallejo Municipal Code increasing its area of responsibility to include Area 4 of the Mare Island Final Reuse Plan dated July 1994 and additional historic buildings listed in APPENDIX C.

c. When title to property located within the Mare Island Naval Shipyard Historic District is transferred from the Navy to a non-federal entity all undertakings affecting these properties will be administered exclusively in accordance with City codes and ordinances.

d. Within a calendar year from the execution of this agreement the City shall amend the Vallejo General Plan and the Mare Island Specific Plan/Master Plan to include the historic preservation policy establish by 7.a. and 7.b.

e. The City shall apprise prospective Mare Island tenants and property owners of the financial tools and economic incentives that are available,

Memorandum of Agreement  
Mare Island Shipyard Historic District

including but not limited to the State Historic Building Code and the federal and State tax incentives, for the preservation and adaptive rehabilitation of historic properties.

f. Within 30 calendar days of execution of this agreement City shall seek the assistance of the National Trust for Historic Preservation for guidance on marketing the historic properties in Area 4 of the Mare Island Final Reuse Plan dated July 1994 and additional historic buildings listed in APPENDIX C.

8. Document Review and Comment.

a. The California SHPO shall be afforded thirty (30) days after receipt to comment on any documentation submitted by the Navy as a result of consultation efforts or otherwise the result of implementation of this agreement. Should the California SHPO decline to participate or fail to respond within thirty (30) days to a written request for comments, the Navy shall continue to consult with the Council to complete its responsibilities for the specific action.

9. Annual Report and Review.

a. On or before December 15 of each year, until the terms of this agreement have been fulfilled, or the agreement has been terminated, the Navy shall provide an annual report to the Council, California SHPO, NPS, and City addressing following topics:

- (1) status of the curation of artifacts and records,
- (2) status of the HABS/HAER recordation,
- (3) identification of historic properties leased, transferred or conveyed to others,
- (4) status of the City's efforts to market historic properties and preserve the historic properties, and
- (5) list and explain any problems or unexpected issues encountered during the previous year.

10. Resolving Objections.

a. Should any party to this agreement object to any action carried out or proposed by the Navy with respect to the implementation of this agreement, the Navy shall consult with the objecting party to resolve the objection. If, after entering into such consultation, the Navy determines that the objection cannot be resolved through consultation directly with the objecting party, the Navy shall forward all relevant documentation to the Council, including the Navy's proposed response to the objection. The Council shall exercise one of the following options within 30 calendar days of receipt of all pertinent documentation:

**Memorandum of Agreement  
Mare Island Shipyard Historic District**

(1) advise the Navy in writing that the Council concurs with the Navy's proposed response and final decision, if so indicated, whereupon the Navy shall respond to the objecting party in writing; or

(2) provide the Navy with written recommendations and/or comments, which the Navy shall take into account in reaching its final decision regarding its response to the objection in accordance with 36 CFR 800.6; or

(3) notify the Navy in writing that the Council will provide written comments within a specified time frame pursuant to 36 CFR 800.6. The resulting comments shall be taken into account by the Navy in accordance with 36 CFR 800.6(c).

Should the Council fail to exercise one of the above options within 30 calendar days after receipt of all pertinent documentation, the Navy may assume the Council concurrence in the Navy's proposed response. In considering any party's comments, the Navy shall take into account any recommendation or comment with reference only to the subject of the objection. The Navy's responsibility to carry out all actions under this agreement that are not the subject of the objection shall remain unchanged and shall be executed accordingly.

b. At any time during implementation of the stipulations of this agreement, should an objection(s) pertaining to this agreement be raised by a member of the public, the Navy shall notify in writing the signatory parties to this agreement and take the objection into account. The Navy shall consult with the objector and, if requested by the objector, consult with any or all of the signatory parties to this agreement with respect to the objection.

**11. Amendments.**

a. Any party to this agreement may propose, in writing, to the Navy that the terms and/or stipulations of this agreement be amended. The Navy shall consult with the other parties to this agreement to consider such an amendment. 36 CFR 800.5 shall govern the execution of any such amendment once agreed upon by all parties.

**12. Anti-Deficiency Act.**

a. All requirements set forth in this agreement requiring the expenditure of Navy funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. Section 1341). No obligation undertaken by the Navy under the terms of this Agreement shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose.

b. If the Navy cannot perform any obligation set forth in this agreement because of the unavailability of funds, the Navy, California SHPO, and Council intend that the remainder of the agreement be executed. Any obligation under

Memorandum of Agreement  
Marine Island Shipyard Historic District

the agreement which cannot be performed because of the unavailability of funds must be renegotiated between the Navy, California SHPO, and Council.

Execution of this agreement by the Navy, Council, and California SHPO, and subsequent implementation of its terms, shall be evidence that the Navy has afforded the Council an opportunity to comment on the Navy's undertakings and its effects on historic properties in accordance with Section 106 of the National Historic Preservation Act and its implementing regulations contained in 36 CFR Part 800.

UNITED STATES NAVY, ENGINEERING FIELD ACTIVITY WEST, San Bruno, CA.

BY: *R. P. Buchholz* Date: 2/25/97  
Print Name & Title of Signer: \_\_\_\_\_

R. P. BUCHHOLZ  
COMMANDER, CEC, USN  
ACTING COMMANDING OFFICER

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: *John M. Fowler* Date: 4/1/97  
Print Name & Title of Signer: John M. Fowler, Acting AD

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

BY: *Cheryl W. Widell* Date: 3/6/97  
Print Name & Title of Signer: Cheryl W. Widell, State Historic Preservation Officer

CONCUR:  
CITY OF VALLEJO

BY: *Kenneth B. Campo* Date: 2/25/97  
Print Name & Title of Signer: Kenneth B. Campo, City Manager

NATIONAL PARK SERVICE

BY: *Holly Boushelle* Date: 5/12/97  
Print Name & Title of Signer: Holly Boushelle, Activity Regional Director, NPS

Memorandum of Agreement  
Mare Island Shipyard Historic District

## APPENDICES

**APPENDIX A** - 1992 Programmatic Agreement among Mare Island Naval Shipyard, California State Historic Preservation Officer and the Advisory Council on Historic Preservation Regarding Routine Maintenance of Historic Properties within the Mare Island National Historic Landmark

**APPENDIX B** - Layaway and Caretaker Maintenance Standards

**APPENDIX C** - City of Vallejo Resolution No. 96-383, Exhibit A with Attachments A-1 and A-2, as amended February 11, 1997

**A legible copy of this document is on file with the City of Vallejo.**



# APPENDIX A

## PROGRAMMATIC AGREEMENT AMONG

THE UNITED STATES NAVY, MARE ISLAND NAVAL SHIPYARD,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING ROUTINE MAINTENANCE OF HISTORIC PROPERTIES  
WITHIN THE MARE ISLAND NATIONAL HISTORIC LANDMARK

WHEREAS, the United States Navy, Mare Island Naval Shipyard (Navy), has determined that the routine maintenance of historic buildings, structures, and grounds within the Mare Island National Historic Landmark may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places and has consulted with the Advisory Council on Historic Preservation (Council) and the California State Historic Preservation Officer (SHPO) pursuant to Section 800.13 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 USC 470f) and Section 110 of the same Act (16 USC 470h-2); and

WHEREAS, certain minor undertakings described in Appendix B of this Agreement, if executed in the appropriate manner, can be deemed exempt from further consultation with the SHPO or the Council; and

WHEREAS, the definitions given in Appendix A are applicable throughout this Programmatic Agreement;

NOW, THEREFORE, the Navy, the Council, and the SHPO agree that the routine maintenance of historic properties included in the Mare Island National Historic Landmark shall be administered in accordance with the following stipulations to satisfy the Navy's Section 106 responsibilities for all individual undertakings of the program covered by this Programmatic Agreement.

### Stipulations

The Navy will ensure that the following measures are carried out.

1. Actions described in Appendix B, "Actions Not Requiring Further Consultation," may proceed with no further consultation with the SHPO or the Council.
2. The Navy shall consult the SHPO and the Council on all undertakings subject to review pursuant to 36 CFR Part 800, with the exception of activities listed in Appendix B as exemptions to further consultation.
3. The SHPO will be afforded thirty (30) days after receipt to comment on any documentation submitted by the Navy under the terms of this Agreement. Should the SHPO decline to participate or fail to respond within thirty (30) days to a written request for participation, the Navy shall consult with the Council to complete its responsibilities under Section 106.

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4. The Council and the SHPO may monitor activities carried out pursuant to this Programmatic Agreement, and the Council will review such activities if so requested. The Navy will cooperate with the Council and the SHPO in carrying out their monitoring and review responsibilities.

5. If any party to this Agreement determines that its terms cannot be met or believes an amendment or addendum necessary, that party shall immediately request the consulting parties to consider an amendment or addendum to the Agreement. Such amendment or addendum shall be executed in the same manner as the original Agreement. No amendment or addendum to this Agreement will go into effect without written concurrence of all consulting parties.

6. Any party to this Programmatic Agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the Navy will comply with 36 CFR section 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

7. Should the SHPO or the Council object within thirty (30) days to any actions pursuant to this Agreement, the Navy shall consult with the objecting party to resolve the objection. If the Navy determines that the objection cannot be resolved, the Navy shall forward all documentation relevant to the dispute to the Council. Within 30 days after receipt of all pertinent documentation, the Council will either:

a. provide the Navy with recommendations which the Navy will take into account in reaching its final decision regarding the dispute; or

b. notify the Navy that it will comment pursuant to 36 CFR 800.6(b), and proceed to comment. Any Council comment provided in response to such a request will be taken into account by the Navy in accordance with 36 CFR 800.6(c)(2) with reference to the subject of the dispute.

Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; the Navy's responsibility to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged.

8. In the event the Navy does not carry out the terms of this Programmatic Agreement, the Navy will comply with 36 CFR sections 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

Execution and implementation of this Programmatic Agreement evidences that the Navy has satisfied its Section 106 responsibilities for all individual undertakings of the program.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: Richard W. Beech Date: 8-13-91  
Title: Executive Director.

UNITED STATES NAVY, MARE ISLAND NAVAL SHIPYARD

BY: M.T. Coyle Date: 7/2/91  
M. T. COYLE, CAPT, USN  
Title: COMMANDER, MARE ISLAND NAVAL SHIPYARD

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

BY: Stacy P. Craig Date: 12/4/96

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1992 PA  
Appendix A

DEFINITION OF TERMS USED IN THIS AGREEMENT

In addition to the terms defined here, and unless otherwise indicated, all definitions given in 36 CFR 800.2 will be accepted for the purpose of this Agreement.

1. Routine maintenance: Routine maintenance will include interior and exterior maintenance and repair.
2. Maintenance: Maintenance is the recurring day-to-day or periodic work required to continue current use of a facility. It includes work undertaken to prevent damage or deterioration.
3. Repair: Repair includes overhauling, refinishing, or reprocessing constituent parts or material of a facility in order to continue effective current use. It includes replacement in kind when new materials and design match existing materials and design.

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1992 PA  
Appendix B

**ACTIONS NOT REQUIRING FURTHER CONSULTATION**

The following activities do not require further consultation with the SHPO or the Council:

**A. Structural Elements**

1. Repair or replacement of siding, trim, or hardware when done in kind to match existing material and design.
2. Replacement of glass when done in kind to match existing material and design. Window panes may be double or triple glazed as long as the glazing is clear and replacement does not alter existing window material and form. This excludes the use of tinted glass, which will require consultation.
3. Maintenance of features such as frames, hoodmolds, panelled or decorated jambs and moldings through appropriate surface treatments such as cleaning, rust removal, limited paint removal, and re-application of protective coating systems.
4. Repair or replacement of doors, when done in kind to match existing material and form.
5. Repair or replacement of roofs or parts of a roof that are deteriorated, when done in kind to match existing material and design. Adequate anchorage for roofing material to guard against wind damage and moisture penetration shall be provided.
6. Repair or replacement of porches and stairs when done in kind to match existing material and design.
7. Repair of window frames by patching, splicing, consolidating, or otherwise reinforcing or replacing in kind those parts that are either extensively deteriorated or are missing. The same configuration of panes will be retained.

**B. Surfaces**

1. Painting interior or exterior surfaces when the new paint matches the existing or original color. If the existing paint color is not desirable and the original color is not known, the color should be in keeping with approved historic color schemes. Damaged or deteriorated paint may be removed to the next sound layer by hand scraping or hand sanding. Abrasive methods, such as sandblasting and waterblasting, are not allowed.



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2. Replacement or installation of caulking and weatherstripping around windows, doors, walls, and roofs.

C. Interior Elements

1. Replacement of contemporary appliances and fixtures (e.g., ranges, refrigerators, and bathroom fixtures). When associated historic cabinetry is intact and the interior, in general, retains its historic appearance, the cabinetry will be retained when possible.

2. Repair or replacement of floor coverings, when done in kind to match existing material and design.

3. Rendering inoperable, but not removing, gas lighting fixtures when another inconspicuous light source is used.

4. Floor refinishing.

D. Utility Svstems

1. Installation of mechanical equipment that does not affect the exterior of the building or require installation of new duct work throughout the interior.

2. Replacement, removal, or upgrading of electrical wiring.

3. Replacement of floor furnaces and floor registers with surface-mounted wall heating systems or hot water electric appliances. Repairs to the floors will be done with in-kind materials and design.

4. Replacement, removal, or upgrading of water and plumbing systems when historic features, such as hand pumps, are left in place. Historic plumbing fixtures should be retained and used if possible.

5. Replacement of metal water tanks with ones of fiberglass, when the color and texture of the original tank is replicated or when landscaping camouflages the replacement tank. Wooden tanks with plastic inserts are also feasible. Construction of a structure around a tank to control temperature is allowed when landscaping camouflages the change.

6. Replacement and enlargement of liquid propane gas systems if tanks are screened with landscaping materials.

E. Surrrounding Features

1. Replacement of signs in kind.

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2. Ongoing maintenance of immediately surrounding landscaping, including such modifications as removing hazardous vegetation or adding rocks to define paths.

3. Use of interpretive signs or exhibit structures which are not attached to a historic building and do not visually intrude on the historic property. They should be constructed of materials and painted colors that harmonize with the historic property and its setting.

4. Repair or replacement of driveways and walkways done in kind to match existing materials and design.

5. Repair or replacement of fencing done in kind to match existing material and design.

F. New Materials

1. Installation of dry insulation.

2. Installation of security devices, including dead bolts, door locks, window latches, and door peep holes.

3. Installation of fire or smoke detectors.

4. Installation of security systems.

G. Ground Disturbing Activities

Except in the presence of an archeological site, the following exemptions apply:

1. Excavations for repair or replacement of building footings or foundation work within two (2) feet of existing footings and foundations.

2. Installation of utilities, such as sewer, water, storm, electrical, gas, leach lines, and septic tanks, where installation is restricted to areas previously disturbed by installation of these utilities.

3. Tree planting or removal in areas that have been previously disturbed by these activities, including nursery beds and arboreta.

## **APPENDIX B**

### **LAYAWAY AND CARETAKER MAINTENANCE STANDARDS**

**Layaway Level 1** (property remains in continuous use): Operational facilities, systems and equipment shall be maintained at normal operational levels. All services, including, but not limited to, installed utilities, mechanical systems, grounds maintenance, snow removal, interior and exterior structural finishes and systems shall continue in operation. Maintenance of historic properties will be carried out in accordance with the terms of the 1992 Programmatic Agreement Regarding Routine Maintenance of Historic Properties within the Mare Island National Historic Landmark.

**Layaway Level 2** (property expected to be reused within 6 months of operational closure): .. Maintenance shall be performed to maintain the structural integrity, weather tightness and utility systems of the facility to limit deterioration. Water shall be periodically turned on to faucets, toilets, urinals, etc., to keep drain traps "wet". Appliances shall be winterized and unnecessary electrical circuits shall be de-energized. Heating/air conditioning will be turned off except where heating/air conditioning is required to maintain the mechanical systems in working order, for humidity control and to prevent freezing. Historic properties previously heated/air conditioned will be inspected on a regular basis for mildew, mold and other evidence of deterioration. Where deterioration is observed appropriate measures will be taken to arrest the deterioration and prevent its reoccurrence. Maintenance of historic properties will be carried out in accordance with the terms of the 1992 Programmatic Agreement Regarding Routine Maintenance of Historic Properties within the Mare Island National Historic Landmark. Limited grounds maintenance shall be continued.

**Layaway Level 3** (property expected to be reused within 6-24 months of operational closure): Same as Level 2 except that heating/air conditioning will be turned off. Historic properties previously heated/air conditioned will be inspected on a regular bases for mildew, mold and other evidence of deterioration. Where deterioration is observed appropriate measures will be taken to arrest the deterioration and prevent its reoccurrence. Maintenance of historic properties will be carried out in accordance with the terms of the 1992 Programmatic Agreement Regarding Routine Maintenance of Historic Properties within the Mare Island National Historic Landmark.

**Layaway Level 4** (potential reuse of property is beyond 24 months of operational closure): Same as Level 2 except that no heat or air conditioning will be provided and all utilities will be turned off. Water lines and fire suppression systems will be drained. Sewer traps shall be routinely filled with a non-toxic antifreeze or other methane gas suppression system. Passive ventilation shall be used to control humidity. Scheduled inspections shall be made to detect any damage from mold or mildew. Where damage is observed appropriate measures

will be taken to arrest the deterioration and prevent its reoccurrence. Maintenance of historic properties will be carried out in accordance with the terms of the 1992 Programmatic Agreement Regarding Routine Maintenance of Historic Properties within the Mare Island National Historic Landmark.

**Layaway Level 5** (leased facility): Utilities shall be provided to the lessee on a fee basis. Lessee will provide for and fund maintenance, repair or services to property(s). Maintenance of historic properties will be carried out in accordance with the terms of the 1992 Programmatic Agreement Regarding Routine Maintenance of Historic Properties within the Mare Island National Historic Landmark.

**Layaway Level 6** (no reuse envisioned; abandoned in place): The property, related systems and equipment shall be closed and or secured. Windows and entrances shall be locked (or boarded up as necessary). Maintenance work shall be restricted to the prevention of unauthorized entry to the facility or grounds immediately adjacent. Basic entomology services shall be continued to the grounds surrounding the facility. Only conditions adversely affecting public health, the environment and public safety shall be corrected. All utilities shall be shut off or disconnected.

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## APPENDIX C

### RESOLUTION NO. 97-51 N.C.

BE IT RESOLVED by the Council of the City of Vallejo as follows;

WHEREAS, the City of Vallejo has a long history of protecting its architectural heritage; and

WHEREAS, the City has always been proud of Mare Island Naval Shipyard, its influence on the community for over 140 years, and its role in United States military history; and

WHEREAS, since 1993 when the decision was made to close Mare Island Naval Shipyard, the City has been assisting the U.S. Navy in the completion of the Section 106 process to address the historic resources on Mare Island; and

WHEREAS, on October 1, 1996, the City Council gave its support to the "Program for Mare Island Historic Resources in an effort to facilitate the Section 106 process since the completion of this process is important to the completion of the Final Mare Island Environmental Impact Statement / Environmental Impact Report; and

WHEREAS, the City has continued to work with the Navy, the State Historic Preservation Officer, and National Park Service; and

WHEREAS, as a result of these efforts, a revised "Program for Mare Island Historic Resources" has been developed with the assistance of the State Historic Preservation Officer and the National Park Service, and this revised Program will be a component of the Navy's Memorandum of Agreement regarding historic resources; now, therefore

BE IT RESOLVED that the City Council does hereby approved the revised "Program for Mare Island Historic Resources" attached hereto as Exhibit as a component of the Navy's Memorandum of Agreement regarding historic resources.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to sign the Navy's Memorandum of Agreement as a concurring party.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on February 11, 1997, by the following vote:

AYES: Mayor Exline, Councilmembers Donahue, Hicks, Martin,  
Patchell, Stafford and Villanueva  
NOES: None  
ABSENT: None

/s/Gloria Exline  
GLORIA EXLINE, MAYOR

ATTEST: /s/Allison Villarante  
ALLISON VILLARANTE, CITY CLERK



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EXHIBIT A

**CITY OF VALLEJO'S  
PROGRAM FOR  
MARE ISLAND HISTORIC RESOURCES**

February 1997

1. The City's Architectural Heritage and Historic Preservation Ordinance (Chapter 16.38 of the Vallejo Municipal Code) will be amended to include those historic resources on Mare Island identified in #3, 4, and 5 below. This amendment will include procedures and time schedules for processing certificates of appropriateness specifically for projects on Mare Island to facilitate expeditious reuse. The City will seek federal and state funding, particularly grant funds from the State Office of Historic Preservation, to assist in the preparation of this amendment, and it will be consistent with the ordinance requirements for a Certified Local Government program.
2. The Architectural Heritage and Landmarks Commission will continue in its present role as described in the Vallejo Municipal Code except that its area of responsibility will be increased to include the historic resources on Mare Island described in #3, 4, and 5 below.
3. The City's Mare Island Historic District will be Reuse Area 4. All buildings, structures, and sites within Reuse Area 4 will be subject to the requirements of the amended Architectural Heritage and Historic Preservation Ordinance when the Navy transfers title(s) to these properties in the future. A list of the buildings, structures, and sites within Reuse Area 4 is included in Attachment A-1.
4. Certain other significant historic resources outside Reuse Area 4 will also be subject to the requirements of the amended Architectural Heritage and Historic Preservation Ordinance when the Navy transfers title(s) to these properties in the future. A list of these historic resources is included in Attachment A-2.
5. Certain other historic resources are within areas that will: 1) remain in federal ownership; 2) revert to the State of California; or 3) will be reserved for public benefit conveyance. Should, in the future, the Navy transfer title(s) to these properties to a non-federal or non-state party, they would be subject to the requirements of the amended Architectural Heritage and Historic Preservation Ordinance. A list of these historic resources is included in Attachment A-3.

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6. The City will comply with the requirements of the California Environmental Quality Act (CEQA) regarding the protection of historic and prehistoric archaeological resources.
7. The City will include policies in the Vallejo General Plan and Mare Island Specific Plan / Master Plan related to the preservation of the historic resources identified above.
8. The City will continue to apprise prospective Mare Island tenants and property owners of the financial tools and incentives available, such as tax incentives and the State Historic Building Code, to preserve and rehabilitate historic resources.
9. The City will seek the assistance of the National Trust for Historic Preservation for guidance on marketing the historic resources in Reuse Area 4, the other resources identified in #4 above, and, if ever applicable, the other resources identified in #5 above.

ATTACHMENT A-1

**BUILDINGS, STRUCTURES, AND SITES  
WITHIN MARE ISLAND REUSE AREA 4**

February 1997

17	Officer's Quarters	624	Latrine
17B	Garage	632	Welding Material Issue
17C	Garage	634	Tool Room
19	Officer's Quarters	671	Electric Substation
19A	Garage	828	Electric Substation K
21	Officer's Quarters	830	Electric Substation 22
29	Officer's Quarters	834	Electric Distribution Cent.
29A	Garage	854	Pump House
29G	Garage	1302	Paint Shed
45	Administrative Offices	1308	Paint Storage
46	Smithery	1329	Shredder Building
47	Administrative Offices	1334	Offices
47A	Administrative Offices	1346	Storage
50	Rubber Shop	A	Officer's Quarters
52	Iron Plates	A-A	Servants' Quarters
56	Alden Park Bandstand	A-I	Garage
58	Administrative Offices	A-J	Greenhouse
65	Administrative Offices	B	Officer's Quarters
99	Central Fire Station	B-G	Garage
99A	Fire Station Offices	C	Officer's Quarters
104	St. Peter's Chapel	C-A	Servants' Quarters
108	Storage	C-J	Garage
110	Pumphouse	D	Officer's Quarters
116	Production Shop	D-G	Garage
130	Offices	DD-1	Dry Dock #1
132	Chemical Storage	DD-2	Dry Dock #2
140	Offices	E	Officer's Quarters
142	Nuclear Work Facility	E-C	Garage
144	Work Facility	E-D	Storage Shed
164	Production Shop	E-F	Servants' Quarters
235	Printing Plant	FS2	Ferry Slip
255	Cable Vault	G	Officer's Quarters
330	Rubber Press	G-B	Garage
332	Shop Area	GS3	Guard Shack
334	Former Paint Shop	H	Officer's Quarters
340	Nuclear Work Facility	H-B	Garage
516	Electric Substation	H-C	Storage Shed

H-D	Storage Shed
J	Officer's Quarters
J-E	Garage
K	Officer's Quarters
K-E	Servants' Quarters
K-L	Garage
L	Officer's Quarters
L-F	Garage
M	Officer's Quarters
M-O	Garage
N	Officer's Quarters
N-H	Garage
O	Officer's Quarters
O-B	Servants' Quarters
O-F	Garage
P	Officer's Quarters
P-D	Garage
S23-1	Bomb Shelter
S23-2	Bomb Shelter
S33-10	Bomb Shelter
S33-11	Bomb Shelter
S33-12	Bomb Shelter
S33-13	Bomb Shelter
S33-14	Bomb Shelter
S33-15	Bomb Shelter
S33-16	Bomb Shelter
S33-17	Bomb Shelter
S33-18	Bomb Shelter
S33-19	Bomb Shelter
S33-20	Bomb Shelter
S33-21	Bomb Shelter
S33-22	Bomb Shelter
S33-23	Bomb Shelter
S33-24	Bomb Shelter
S33-25	Bomb Shelter
S33-26	Bomb Shelter
S33-27	Bomb Shelter
S33-28	Bomb Shelter
S33-29	Bomb Shelter
S33-30	Bomb Shelter
WAY-1	Building Way #1
WAY-2	Building Way #2

**Landscape Areas:**

Alden Park  
 Chapel Park  
 Farragut Plaza  
 Officers' Row

ATTACHMENT A-2

**OTHER HISTORIC RESOURCES ON MARE ISLAND**

February 1997

6	Quarters	433	Radio Station
6-D	Garage	459	BEQ / Offices
69	Equipment Storehouse	485	Offices
77	Ordnance Storehouse	491	Sentry House, wall
85	Foundry	527	Warehouse
87	Machine Shop	543	Barracks
88	Stables	545	Rodman Center
89/91	Boiler Shop	680	Machine Shop
		726	South Fire Station
101	Pipe Shop	926	Nurses' Quarters
106	Boat Shop	928	Garage
111	Storage	A-272	Gate Sentry House
114	Sawmill	A-279	Waiting Booth
118	Joiner Shop	BS-2	Bus Shelter
131	Officers Quarters	BS-3	Bus Shelter
133	Quarters	F	Quarters
141	Coal Shed	H-1	Hospital
143	Coal Shed	H-4	Quarters
145	Coal Shed	H-5	Quarters
147	Coal Shed	H-70	Hospital Ward
149	Coal Shed	H-71	Barracks
151	Coal Shed	H-72	Hospital Ward
153	Coal Shed	H-73	Sick Officers' Quarters
155	Coal Shed	H-80	Hospital Ward
163	Coal Shed	H-81	Hospital
165	Pipe Shop	I-T	Officer's Quarters
207	Storage	M-1	Marine Officer's Quarters
223	Storage	M-1A	Servants' Quarters
227/227A	Warehouse	M-1C	Garages
382	Production Shop	M-2	Marine Quarters
386	Forge Shop	M-3	Marine Quarters
388	Structural Shop	M-4	Marine Quarters
390	Structural Shop	M-5	Marine Quarters
411	Quarters	M-7	Marine Quarters
420	Quarters	M-37	Marine Barracks
429	Quarters	Q01-	
431	Quarters	Q020	Quarters

Q01A-  
Q020A                    **Quarters**  
R                         **Quarters**  
S                         **Quarters**  
U                         **Quarters**

**Landscape Areas:**

**Marine Parade Grounds**  
**Around M-1**  
**Around Hospital**  
**Clubhouse Drive Park**  
**Palm trees on Cedar**



ATTACHMENT A-3

**OTHER HISTORIC RESOURCES ON MARE ISLAND  
ON FEDERAL, STATE, OR OTHER PUBLIC LAND**

February 1997

188-A/B	Water Tanks	A-145	Electrical Center
505	Radio Station	A-146	Storage
A-1	Magazine #1*	A-147	Magazine
A-2	Shell House	A-148	Magazine
A-3	Shell House #1*	A-149	Magazine
A-4	Shell House #2*	A-150	Magazine
A-5	Shell House #3	A-151	Magazine
A-6	Shell House #4	A-152	Magazine
A-8	Magazine	A-153	Pump House
A-11	Gun Cotton Magazine	A-154	Hazardous Storage
A-15	Primer House	A-156	High Explosive
A-16	Filling House	Mag.	
A-17	Ammunition Storage	A-161	Magazine
A-20	Magazine #2*	A-162	Magazine
A-25	Quarters	A-163	Magazine
A-25A	Garage	A-164	Ordnance
A-42	Watchman's House*	Warehouse	
A-43	Quarters*	A-165	Magazine
A-43A	Storage Shed	A-166	Magazine
A-44	Watchman's House*	A-169	Magazine
A-44A	Garage	A-170	Warehouse
A-45	Gunner's House*	A-171	High Explosive
A-49	Ordnance Warehouse	Mag.	
A-58	Quarters	A-172	Magazine
A-58A	Garage	A-173	Magazine
A-65	Ordnance Warehouse	A-174	Magazine
A-69	Ordnance Warehouse	A-175	Magazine
A-81	Magazine - Small Arms	A-176	High Explosive
A-82	Magazine - Small Arms	Mag.	
A-83	Magazine - Small Arms	A-178	Magazine
A-84	Magazine - Small Arms	A-179	Magazine
A-103	Storage	A-180	Magazine
A-110	Garage	A-181	Magazine
A-121	Magazine	A-182	Magazine
A-139	Magazine	A-183	Magazine
A-140	Magazine	A-184	Magazine
A-141	Magazine	A-185	Magazine
A-144	Electrical Center	A-186	Magazine

A-195	Hazardous Storage
A-199	Ordnance
Warehouse	
A-204	High Explosive
Mag.	
A-205	High Explosive
Mag.	
A-206	High Explosive
Mag.	
A-207	Magazine
A-210	Magazine
A-211	Magazine
A-212	Magazine
A-213	Magazine
A-214	Magazine
A-217	High Explosive
Mag.	
A-218	High Explosive
Mag.	
A-219	Magazine
A-227	Electrical Center
A-249	High Explosive
Mag.	
A-250	High Explosive
Mag.	
A-252	Booster Pump
House	
A-254/255	Underground Tanks
A-259	RR Car Blocking
Shop	
A-296	High Expl. Safe
Haven	
ARS-3	Air Raid Shelter
ARS-4	Air Raid Shelter
ARS-7	Air Raid Shelter
ARS-8	Air Raid Shelter
PIER 34	Naval Ammunition Pier

\* From original Attachment A-2

**Landscape Areas:**

Cemetery\*  
Landscape around quarters\*

**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:**

NAME OF NOTARY: DEBORA R. BOUTTÉ

COMMISSION NUMBER: 1655749

COMMISSIONED IN: SOLANO COUNTY

DATE COMMISSION EXPIRES: APRIL 4, 2010

VENDOR ID NUMBER: NR01

DATE: October, 16, 2008

Debora R. Boutte

BY: DEBORA R. BOUTTÉ

City of Vallejo

FIRM NAME (IN ANY)



# CITY OF VALLEJO

OFFICE OF THE CITY MANAGER

555 SANTA CLARA STREET • P.O. BOX 3068 • VALLEJO • CALIFORNIA • 94590-5934 • (707) 648-4575  
FAX (707) 648-4426

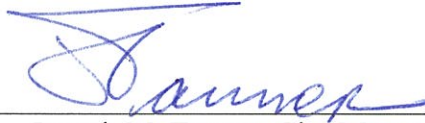
## CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by Quitclaim Deed dated October 6, 2008, from the United States of America, acting by and through the Department of the Navy, to the City of Vallejo, a municipal corporation of the State of California, are hereby accepted by the City Manager of the City of Vallejo pursuant to authority conferred by Resolution No. 01-395 of the City Council of the City of Vallejo adopted on September 25, 2001, and the City, as grantee, consents to recordation of said Quitclaim Deed.

Dated:

Oct 14, 2008

By:



Joseph M. Tanner, City Manager

RESOLUTION NO. 01-395 N.C.

BE IT RESOLVED by the Vallejo City Council as follows:

THAT WHEREAS, on February 9, 1999, the City Council adopted Resolution 99-43 N.C. which authorized the City Manager, or his designee, to execute the Economic Development Conveyance Memorandum of Agreement (EDCMOA); and

WHEREAS, the EDCMOA defines the parcels to be transferred and specifies the process and requirements by which the U. S. Government would transfer fee simple title of the parcels to the City of Vallejo; and

WHEREAS, the City staff and Naval Facilities Engineering Command, Southwest Division staff, acting on behalf of the U. S. Government, has completed said requirements and forwarded the documents to execute fee simple title transfer of EDC Sub-Parcels VII-A, XXI-A and XV-A, as further defined in the legal description attached to the Quitclaim Deed,

NOW, THEREFORE, BE IT RESOLVED that the Vallejo City Council hereby accepts EDC Sub-Parcel VII-A, XXI-A and XV-A from the U.S. Government and authorizes the City Manager, or his designee, to execute the Quitclaim Deed and other documents substantially in the form presented, subject to final review of all related agreements and documents for completeness and conformity by legal counsel, and review and approval as to form by the City Attorney, as may be required, to transfer fee simple title transfer ownership of the parcels to the City of Vallejo.

BE IT FURTHER RESOLVED that the Vallejo City Council hereby authorizes the City Manager, or his designee, to execute the Quitclaim Deed and other documents, as may be required to transfer the fee simple title transfer ownership of future parcels of the former Mare Island Naval Shipyard as they become available.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on September 25, 2001 by the following vote:

AYES: Mayor Intintoli, Councilmembers Cloutier, Davis, Donahue, Pitts, Rey and Schivley

NOES: None

ABSENT: None

ABSTENTIONS: None

THE WITHIN INSTRUMENT IS A  
CORRECT COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE.

DATE  
ATTEST:

ALLISON VILLARANTE  
CITY CLERK & EX-OFFICIO CLERK OF THE  
COUNCIL OF THE CITY OF VALLEJO

//s//

ANTHONY J. INTINTOLI, Mayor

//s//

ALLISON VILLARANTE, City Clerk

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END OF  
DOCUMENT