



# **VALLEJO PLANNING COMMISSION REGULAR MEETING 7:00 PM**

**JULY 7, 2025**

## **COMMISSIONERS**

Eric Blind, (Chair)  
Anthony Taylor, (Vice-Chair)  
Donald Douglass  
Wanda Madeiros  
Tara Beasley-Stansberry  
Phillip Balbuena  
Craig Standafer

**HYBRID MEETING**  
[www.Cityofvallejo.net](http://www.Cityofvallejo.net)

**Vallejo Room  
Lower Floor JFK Library  
505 Santa Clara Street  
Vallejo, CA 94590**

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| <p><b>NOTICE:</b> Members of the Public will be able to participate in-person or remotely via Zoom</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>City Hall and the Council Chambers will be open to members of the public 30 minutes prior to the start of the meeting.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p><b>PUBLIC COMMENT:</b> Members of the Public may provide public comments during the City Council Meeting in person or via ZOOM (<a href="https://ZoomRegular.Cityofvallejo.net">https://ZoomRegular.Cityofvallejo.net</a>), or via phone, by dialing (669) 900-6833.</p>                                                                                                                                                                                                                                                                                                       | <p>For additional instructions on how to speak remotely during public comment, please visit, <a href="http://www.cityofvallejo.net/publiccomment">www.cityofvallejo.net/publiccomment</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p><b><u>VIEW THE MEETING:</u></b><br/>There are four different ways you can view this public meeting:</p> <ul style="list-style-type: none"> <li>• In Person</li> <li>• Watch Vallejo local channel 28</li> <li>• Stream from the City website: <a href="http://www.cityofvallejo.net/Streaming">www.cityofvallejo.net/Streaming</a></li> <li>• Join the Zoom webinar: <a href="https://ZoomRegular.Cityofvallejo.net">https://ZoomRegular.Cityofvallejo.net</a></li> </ul>                                                                                                      | <p>Scan QR code for live captions and translation in Spanish and Tagalog.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p><b>Hybrid Options are available for members of the public to participate. To participate remotely</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p><b><u>Option to Join by Computer</u></b><br/>From your browser go to <a href="https://ZoomRegular.CityofVallejo.net">https://ZoomRegular.CityofVallejo.net</a> to launch and join the zoom application.<br/>Meeting ID: 914 0075 0676#<br/>Meeting Password: 131313</p>                                                                                                                                                                                                                                                                                                        | <p><b><u>Option to Join by Phone</u></b><br/>Dial (669) 900-6833<br/>Enter Meeting ID: 914 0075 0676#<br/>Meeting Password: 131313<br/>Press *9 to digitally raise your hand from the phone.<br/>Press *6 to unmute/mute</p>                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>Any supplemental writing related to an agenda item for an open session of a regular meeting that is distributed to all or a majority of all members of the Commission less than 72 hours before the meeting will be posted concurrently on the City's website at <a href="http://www.cityofvallejo.net/agendas">www.cityofvallejo.net/agendas</a> Written material distributed during the meeting, will be available at the meeting if prepared by the City or after the meeting if prepared by someone else. Such materials may be obtained from the Commission Secretary</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Vallejo City Council Chambers is ADA compliant. Devices for the hearing impaired are available from the Staff Secretary. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the Staff Secretary's office by contacting via email <a href="mailto:Dalia.Vidor@cityofvallejo.net">Dalia.Vidor@cityofvallejo.net</a> or via telephone at (707) 648-4326 no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof</p> |

## **AGENDA**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. CONSENT CALENDAR AND APPROVAL OF THE AGENDA**

*Consent Calendar items appear below, with the Secretary's or City Attorney's designation as such. Members of the public wishing to address the Commission on Consent Calendar items are asked to address the Secretary and submit a completed speaker card prior to the approval of the agenda. Such requests shall be granted, and items will be addressed in the order in which they appear in the agenda. After making any changes to the agenda, the agenda shall be approved. All matters are approved under one motion unless requested to be removed for discussion by a commissioner or any member of the public.*

**A. APPROVAL OF THE AGENDA**

**B. APPROVAL OF THE MINUTES**

Recommendation: By motion, Approve May 5, 2025 - Regular Meeting Minutes

**5. REPORT OF THE CITY COUNCIL LIAISON**

**6. COMMUNITY FORUM**

*Anyone wishing to address the Commission on any matter for which another opportunity to speak is not provided on the agenda, and which is within the jurisdiction of the Commission to resolve, is requested to submit a completed speaker card to the Secretary. When called upon, each speaker should step to the podium, state his/her name and address for the record. The conduct of the community forum shall follow those as the City Council and shall be limited to a maximum of fifteen (15) minutes, with each speaker limited to three minutes pursuant to Vallejo Municipal Code Section 2.20.300. The Commission may take information but may not take action on any item not on the agenda.*

**7. PUBLIC HEARING**

**8. WRITTEN COMMUNICATIONS**

**9. REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE PLANNING COMMISSION**

**A. SECRETARY'S REPORT**

**MARE ISLAND DEVELOPMENT AGREEMENT ANNUAL REVIEW FOR 2023 (DA24-0001) AND 2024 (PLN25-0086)**

Recommendation: *This item is informational only; no Planning Commission action is required.*

**B. CITY ATTORNEY'S REPORT**

**C. REPORT OF THE CHAIRPERSON AND MEMBERS OF THE COMMISSION**

**D. REPORT OF THE ADHOC SUBCOMMITTEES**

## **10. ADJOURNMENT**

**ADDITIONAL CITY INFORMATION**

Members of the public can:

- Like us on Facebook and Instagram ([@cityofvallejo](#))
- Sign up to receive City Communications via e-mail ([www.cityofvallejo.net/subscribe](http://www.cityofvallejo.net/subscribe))
- Sign up for emergency alerts at: [alertsolan.com](http://alertsolan.com)

I, Dalia Vidor, Staff Secretary do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to

Eric Blind, (Chair)  
Anthony Taylor, (Vice-Chair)  
Donald Douglass  
Wanda Madeiros  
Tara Beasley-Stansberry  
Phillip Balbuena  
Craig Standafer,

at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at  
1:00 PM, June 30, 2025.

Dated: June 30, 2025

*Dalia Vidor*

Dalia Vidor, Staff Secretary

**CITY OF VALLEJO PLANNING COMMISSION  
REGULAR MEETING MINUTES  
COUNCIL CHAMBERS  
May 5, 2025**

**1. CALL TO ORDER**

The meeting was called to order at 7:12 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**Present:** Vice-Chair Taylor, Commissioners Madeiros, Douglass, and Beasley-Stansberry

**Absent:** Chair Blind, Commissioners Standafer and Balbuena

**Staff present:** Assistant City Attorney Zagaroli and Planning Manager Orozco

**4. CONSENT CALENDAR AND APPROVAL OF AGENDA**

**A. APPROVAL OF AGENDA**

**Action:** Commissioner Madeiros, second by Commissioner Douglass and carried unanimously (absent: Blind, Standafer and Balbuena) to approve the agenda and continue the April 21, 2025 – Regular Meeting Minutes to the next meeting.

**5. REPORT OF THE CITY COUNCIL LIASION**

Council Member Matulac wanted to remind the commission that if they review the meeting video for the meeting they missed, they can vote on the meeting minutes, importance of the CIP review and collaboration between the Planning and Economic Development.

Council Member Matias echoed Council Member Matulac on the importance of collaboration and Economic Development and the importance of updating the Sonoma Boulevard Specific Plan.

**6. COMMUNITY FORUM – Paul Theiss**

**7. PUBLIC HEARING**

**A.**

**PROJECT TITLE:** “CIP General Plan Conformance”

**RECOMMENDATION:** Adopt a resolution finding the proposed Capital Improvement Plan to be in conformance with the City of Vallejo General Plan 2040.

Transportation Program Superintendent Helmbrecht presented the item.

Commissioners asked questions and staff responded.

Vice-Chair Taylor opened the public hearing.

Speakers: None

Vice-Chair Taylor closed the public hearing.

Commissioners deliberated, made comments and asked questions.

**Action:** Moved by Commissioner Beasley-Stansberry, seconded by Commissioner Douglass, and carried unanimously (absent: Blind, Standafer and Balbuena) to Adopt a resolution finding the proposed Capital Improvement Plan to be in conformance with the City of Vallejo General Plan 2040.

**B.**

**PROJECT TITLE:** Walmart Sign Variance

**PROJECT NUMBER:** Planning Project (PLN25-0026)  
Sign Permit (SP24-0011)

**RECOMMENDATION:** Staff recommends that the Planning Commission adopt a resolution approving Variance (PLN25-0026) and Sign Permit (SP24-0011), as conditioned, and finding the project exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15311(a) (Accessory Structures: On-premises signs).

Principal Planner Thacker presented the item.

Commissioners asked questions and staff responded.

Vice-Chair Taylor opened the public hearing.

Speakers: None

Vice-Chair Taylor closed the public hearing.

Commissioners deliberated, made comments and asked questions.

**Action:** Commissioner Douglass, second by Maderios, and carried unanimously (absent: Blind, Standafer and Balbuena), to adopt a resolution approving Variance (PLN25-0026) and Sign Permit (SP24-0011), as conditioned, and finding the project exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15311(a) (Accessory Structures: On-premises signs).

## **8. WRITTEN COMMUNICATIONS**

A letter received via-email from Paul Theiss regarding goals and actions of the housing element specifically the inclusionary housing ordinance and renter protection.

## **9. REGULAR REPORTS**

### **A. SECRETARY'S REPORT**

Planning Manager Orozco reminded the commission regarding upcoming training, provided an update on the project meeting memo attached to the secretary report of upcoming projects that will come before the Planning Commission and the updated VALUE list posted online.

### **B. CITY ATTORNEY'S REPORT - NONE**

### **C. REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE PLANNING COMMISSION - NONE**

### **D. REPORT OF THE SUBCOMMITTEES – None**

## **10. ADJOURNMENT**

The meeting was adjourned at 8:25 p.m.

ATTEST:

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ERIC BLIND, CHAIR

ATTEST:

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Kristin Pollot, AICP  
SECRETARY



**MEMORANDUM  
PLANNING DIVISION**

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**DATE:** July 7, 2025  
**TO:** **Members of the Planning Commission**  
**FROM:** Cesar Orozco, Planning Manager – Current Development  
**SUBJECT:** Upcoming Tentative Planning Commission Meeting Items

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Hello Planning Commission,

Below is a list of projects that are tentatively scheduled to come before the Planning Commission Soon:

- August 4, 2025
  - o Fairview at Northgate Planned Development: Zoning Map Correction and Planned Development Adoption.
  - o Fairview at Northgate Planned Development Amendment: Increase of residential units from 178 detached single-family residences to 245 single-family units (119 detached single-family residences and 126 bungalow style residential units).
- August 18, 2025
  - o Appeal of a Minor Use Permit for Hillside Development at 128 Carolina Street.

The following items are projects that are not yet scheduled but are expected to come before the Commission later this year:

- 98-room hotel with on-site amenities.
- Vista Cove Residential Development (51 units)
- KB Rollingwood Residential Subdivision (130 units)
- Housing Element Program Implementation Zoning Amendments



## MEMORANDUM PLANNING DIVISION

**DATE:** July 7, 2025  
**TO:** City of Vallejo Planning Commission  
**FROM:** Cesar Orozco, Planning Manager  
**SUBJECT:** Mare Island Development Agreement Annual Review for  
2023 (DA24-0001) and 2024 (PLN25-0086)  
Informational Item

### BACKGROUND

In September 2001, the City of Vallejo (“City”) entered into a Development Agreement (DA) with Lennar Mare Island, LLC (LMI) for the development of approximately 670 acres on Mare Island. The City determined that entering into the DA would promote orderly growth and quality development on Mare Island in accordance with the goals and policies set forth in the Mare Island Reuse Plan and Specific Plan. The City would also benefit from increased employment, commerce, housing and recreational opportunities created by the Lennar Mare Island Development Project for Vallejo residents.

On November 14, 2019, The Nimitz Group, LLC (doing business as and referred to hereinafter as the “Mare Island Company” or “MIC”) took ownership of the property and assumed responsibility as the successor entity under the September 12, 2001, Development Agreement for Mare Island.

Pursuant to Vallejo Municipal Code (VMC) Chapter 17.20 and Article V (Annual Review) of the DA, the Mare Island Company is required to prepare and submit an Annual Review of its development activity under the DA to the Development Services Director. Such review is to be initiated during the month of March each year, commencing in March 2002. The Development Services Director is required to determine if the DA is being performed in accordance with its terms and conditions, and to notify the Mare Island Company and the Planning Commission in writing of such determination. If the Director is satisfied with the Annual Review and determines that the Mare Island Company is in substantial compliance, the review for that period is concluded. However, if the Director is not satisfied that the Mare Island Company is performing in accordance with the terms and conditions of the DA, the matter would be referred to the Planning Commission for action pursuant to VMC Section 17.20.030(B).

### ANNUAL REVIEW

Based on staff’s assessment of the Annual Review letters for both 2023 and 2024, the Planning Manager and the Development Services Director are satisfied that the DA is being performed in accordance with its terms and conditions, with one exception related to Mare Island Company’s continuing obligation to pay to the City a portion of its rent revenues, as required by the Acquisition Agreement (AA), which has yet to be resolved to the City’s satisfaction.

Under the terms of the DA Section 2.2, Compliance with the AA, the developer is to faithfully comply with

the terms of the AA. Per Section 7.3.4 of the AA, "Sublease Revenue Allocation after the Preliminary Feasibility Period," the developer is required to pay to the City five percent (5%) of the Gross Lease Revenues from subleases of the Sub-LIFOC (Lease in Furtherance of Conveyance) Parcels and the Reuse Area Subleases. Annualized payments to the City under this section typically would exceed \$400,000. In December 2017, LMI ceased making payments to the City. The City raised this issue, but with the transition from LMI to Mare Island Company, the issue has yet to reach final resolution.

This memo serves as notification to the Planning Commission of the determination of "substantial" compliance pursuant to VMC Section 17.20.030(A). Therefore, the Annual Review for the years 2023 and 2024, is considered to be concluded.

### **2023 ANNUAL REVIEW**

The 2023 Annual Review letter (attached) includes the following highlights for 2023:

- In 2023, Mare Island Company continued refining development plans, adding additional members to the project team, and expanding the long-term plan to support the future vision for Mare Island.
- The North Mare Island Development and Disposition Agreement was approved by the City in March 2022. The purchase of North Mare Island by MIC closed in October 2022.
- The MIC Team successfully completed the abatement and demolition of nine derelict structures on North Mare Island in 2023.
- The MIC Team successfully completed the abatement and demolition of eight derelict structures on South Mare Island in 2023.
- MIC invested in multiple buildings which helped maintain historic resources and expand the positive economic impact of the Mare Island business community. Throughout the year, 100+ trees received heavy maintenance and weed abatement was performed by both our goats and landscaping crew.
- Employment data collection was revised in 2020 such that reported numbers now include only those businesses that lease space from MIC. The net effect dropped gross year over year job numbers. Overall employment figures for MIC leased space increased from 2,706 in December 2022 to 3,158 in June 2023; a net increase of 452 jobs. By December of 2023, however, employment figures for MIC leased space decreased to 2,572.

### **2024 ANNUAL REVIEW**

The 2024 Annual Review letter (attached) includes the following highlights for 2024:

- Throughout 2024, MIC continued refining development plans and expanding the long-term plan to support the future vision for Mare Island.
- MIC invested in multiple buildings which helped maintain historic resources and expand the positive economic impact of the Mare Island business community.
- Employment data collection methods were revised in 2020 such that reported numbers currently include only those businesses that lease space from MIC. The net effect of this revision dropped

gross job numbers that had previously been reported by prior ownership. In June of 2024, 2,329 jobs were reported by Mare Island tenants. In December of 2024, 2,023 jobs were reported by Mare Island tenants.

- In August 2024, MIC submitted the preliminary North Mare Island Beautification Plan as required by the North Mare Island DDA to the City of Vallejo.
- In September 2024, MIC submitted Connolly Corridor pre-application for the first phase of work to the City of Vallejo.
- In October 2024, MIC submitted the first draft of the New Specific Plan to the City of Vallejo.

## **RECOMMENDATION**

This item is informational only; no Planning Commission action is required.

## **ATTACHMENTS**

1. Annual Review Letter, dated June 2024
2. Annual Review Letter, dated April 2025
3. 2001 Development Agreement between Lennar Mare Island, LLC and City of Vallejo

June 3, 2024  
Mr. Cesar Orozco  
Planning manager  
City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590

Re: 2023 Annual Review  
Development Agreement for Mare Island

Dear Mr. Orozco:

On November 14, 2019, The Nimitz Group, LLC took ownership of the property which is the subject of the Development Agreement for Mare Island dated September 12, 2001.

The 2023 highlights include the following:

- In November 2019 Lennar Mare Island, LLC sold a majority of their interest in Mare Island to The Nimitz Group, LLC.
- In 2022 The Nimitz Group, LLC began doing business as (dba) Mare Island Company and therefore Mare Island Company (MIC) will also be referenced within this review.
- Throughout 2023, Mare Island Company (“MIC”) continued refining development plans, adding additional members to the project team, and expanding the long-term plan to support the future vision for Mare Island.
- The North Mare Island Development and Disposition Agreement (DDA) was approved by the City in March 2022. The purchase of North Mare Island by MIC closed in October 2022.
- The MIC Team successfully completed the abatement and demolition of nine derelict structures on North Mare Island in 2023.
- The MIC Team successfully completed the abatement and demolition of eight derelict structures on South Mare Island in 2023.
- MIC invested in multiple buildings which helped maintain historic resources and expand the positive economic impact of the Mare Island business community. Throughout the year, 100+ trees received heavy and preventative maintenance and weed abatement was performed by both our goats and landscaping crews.
- Employment data collection was revised in 2020 such that reported numbers now include only those businesses that lease space from MIC. The net effect dropped gross year over year job numbers. Overall employment figures for MIC leased space increased to 3,158 in June of 2023 from 2,706 in December of 2022. By December of 2023, however, employment figures for MIC leased space decreased to 2,572.

In accordance with Section 5.2 of the Development Agreement by and between the City of Vallejo ("City") and The Nimitz Group, LLC ("Developer" or "TNG"), as amended and assigned, (the "Development Agreement"), and Chapter 17.20 of the Vallejo Municipal Code (the "Municipal Code"), Developer hereby initiates the annual review of the Development Agreement.

The Nimitz Group, LLC has paid the \$869.76 processing fee to initiate the review (see attached receipt). As set forth in the detail below on a section-by-section basis, Developer demonstrated good faith compliance with the terms and conditions of the Development Agreement in 2023.

Please note that certain sections of the Development Agreement provide factual statements or define terms and requirements and do not require detailed information. Many sections of the Development Agreement (including 1.1, 1.2, 1.3, 2.1.1, 2.1.3, 2.3, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.10, 2.3.11, 2.10., 2.12, 2.14, 3.1.2, 3.1.5, 3.1.6, and 3.1.14) are informational only.

**Section 1.4 provides that Developer shall at the time of each annual review submit to the City any proposed changes to the Projected Entitlements, the Schedule of Performance, and the intended build-out schedule of the portions of the Project that have not yet been completed.**

**General Overview:**

MIC did not submit any proposed changes to the current entitlements during the annual review period (2023); however, MIC is working with city staff to develop a new Mare Island Specific Plan (MISP) which would likely include changes to the projected entitlements, as well as the schedule for performance/build out (as applicable).

**Environmental Cleanup:**

For informational purposes only, a general summary of the environmental cleanup of Mare Island is included as Exhibit A to this document.

**Section 2.1.2 requires Developer to (a) construct infrastructure in accordance with the "Infrastructure Master Plan," (b) submit a Demolition Phasing Plan within 120 days of the date of execution of the Development Agreement for approval by the City, and (c) seek to comply diligently and in good faith with the "cumulative job projection" set forth in Exhibit D.**

Developer is in compliance with Section 2.1.2 of the Development Agreement as reflected in section 2.1.2 (a), (b), and (c) below.

**Section 2.1.2(a):** In 2023 Developer focused on maintenance and improvement of existing infrastructure. Some of the improvements include, but are not limited to, the following:

- B112, B117, B126, B459, B77, B483 – Annual elevator inspections and passing certifications received from the State of California
- B112, B117, B126, B459, B77, B483 – Semi-annual internal and external window washing completed
- B112, B117, B126, B459, B77, B483 – Annual infrared electrical testing completed
- B742 – Replaced 13 rusted metal roof drain pipes
- M37 – Installed new sump pump
- B85 – Skylight and roof gutters repaired; installation of 140’ of new downspouts
- Walnut Ave – Pruned 9 date palms
- Walnut Ave – Pruned 3 sycamore trees
- Walnut Ave – Pruned 6 canary palms
- Quarters O – Arbor date palm
- Quarters N – Arbor canary palm
- Building 459 – Installed 50 new overhead lamp fixtures
- B733/737 – Donated and delivered 500+ boulders for botanical garden upgrades
- B1310 – Repair 2 roof drains at 40’ elevation
- Quarters M – Upgrade junction box and receptacle at basement sump pump
- B34 – Modify metal frame w/ plexiglass panels at porch enclosure, from 8’ to 4’ elevation for future event use
- B106 – Repair 20’ x 16’ wood barn door
- B116 – Service east and west 14’ x 20’ roll up doors
- B116 – Heavy roof maintenance
- Morton Field South – Annual tree maintenance
- Railroad Ave – Heavy maintenance of 80 pine trees on NMI
- Walnut Ave – Heavy maintenance of 44 pine trees on NMI
- Quarters D – Heavy maintenance of canary palm
- Quarters O – Paint historic backyard cottage
- B1310 – Demise electrical for future tenants
- B1310 – Preventative maintenance of 8 12’ x 16’ roll up doors
- B47 – Install metal safety rails at top perimeter of 4 bunkers
- B112 – Perform main sewer quarterly clean out
- Coal Sheds – Replace damaged sewer pump station
- Restroom Trailer – Repaired significant fire damage
- B237/257 Demo Site – Installed security post and chain system
- Capoot Way – Repair damaged 20’ pole gate
- 8C – Repaired 10 non-working streetlamps
- B47 – Installed 2 wall mounted high bay (security) LED flood lamps on the south side drive-through area and 1 80-watt LED on the north side pointing toward courtyard

- B87 – Install 2 wall mount high bay (security) LED flood lamps.
- B112 – Patch damaged walls at 3 locations
- B112 – Primed and painted 2 entry doors outside and re-painted 2 north stairwell doors
- B112 – Resurfaced, and sealed approximately 2500 square feet of concrete floor
- B117 – Painted entirety of 1<sup>st</sup> floor walls, doors, and metal beams
- B521 – Removed non-historic canopy from front entrance; repaired light fixtures; replaced American flag
- B680 – Annual roof maintenance
- Quarters C, D, F, G, H, J, K, L, M, N, S – Annual boiler maintenance completed
- Quarters C, D, F, G, H, J, K, L, M, N, S and 133 – Annual roof maintenance completed
- B459 – Repaired leaking radiator valves
- B112, 117, 126, 149/151, 221, 382/386, 459, 461, 483, 605a, 678, 680, 1310 – Annual Roof inspections and subsequent maintenance completed
- B676 – Removed 200 linear feet of Navy era barbed wire and unnecessary cyclone fencing
- B1310 – Installed two 20’ metal pole gates with Knox boxes to protect fire lane access to building
- B599 – Replaced 12 dilapidated emergency exit staircases
- Laws and Kirkland Streets – Constructed good neighbor fence
- G Street – Replaced worn, weather-beaten American flag with new
- B207 – Repaired east exterior wall overhead lamp fixtures
- Island Wide – Weed abatement
- Island Wide – Constant debris and dumping removal and clean up
- Island Wide – Safety lighting repairs and new installation
- Island Wide - Paving repairs (i.e. potholes, alligatored asphalt, etc.)
- Island Wide – Annual asphalt and concrete striping refresh

**Section 2.1.2(b):** Prior to any building demolition, the building must be abated and cleared of any hazardous materials. Developer received approval of Certificate of Appropriateness for the demolition of Buildings 409, 489, and 720 from the Architectural Heritage and Landmarks Commission (AHLIC) and demolished these buildings in 2023. Developer received demolition permits from the City of Vallejo Building Department for the abatement and above-grade demolition of Buildings 499, 503, 517, 589, 593, 601, 653, 673, and 993 on North Mare Island. The abatement and demolition of the North Mare Island buildings commenced in 2022 and was complete in 2023.

**Section 2.1.2(c):** Mare Island job growth (as tracked by Developer via biannual surveys) is submitted to the City twice each year. The June 2023 job count, conducted by MIC, identified 3,158 permanent jobs on Mare Island. The December 2023 job count, conducted by MIC, identified 2,572 permanent jobs on Mare Island. These numbers do not include construction jobs, consultants, contract employees, volunteers or Touro students. Please note that this job survey methodology is a change to past procedures.

**Section 2.2 requires the Developer to comply with the Acquisition Agreement.**

- Developer is in compliance with Section 2.2 of the Development Agreement. There have been eleven (11) amendments to the Acquisition Agreement. The first nine (9) amendments were short time extensions enacted between 1999 and 2002. The tenth amendment (2002) focused on conformance with the Eastern Early Transfer Agreement (EETP) requirements between the Navy and the regulatory community. The eleventh amendment (2019) was executed to clarify the current status of the former Badge & Pass Office site and the off-island railroad.

**Section 2.3.3 requires the Developer to comply with all lawful requirement of, and obtain all permits and approvals required by, regional, state and federal agencies having jurisdiction over Developer's activities in furtherance of the Development Agreement.**

- Developer is in compliance with Section 2.3.3 of the Development Agreement. Developer works closely with all federal, state and local agencies involved in development and environmental activities on Mare Island. Agencies involved in this process include but are not limited to US Environmental Protection Agency (USEPA), California Environmental Protection Agency (CALEPA), Department of Toxic Substance Controls (DTSC), Regional Water Quality Control Board, Bay Conservation and Development Commission (BCDC), Army Corp of Engineers, State Land Commissions, Solano County and City of Vallejo.
- A portion of the permits pulled in 2023 are shown below.

| <b>Location</b>    | <b>Description</b>                     | <b>Permit #</b> |         |
|--------------------|----------------------------------------|-----------------|---------|
| Bldg 489           | Abatement and demolition of structure. | DM23-00002      | 2/9/23  |
| Bunker FA4         | Abatement and demolition of structure. | DM23-00006      | 3/7/23  |
| Bunker S32-05      | Abatement and demolition of structure. | DM23-00007      | 3/7/23  |
| Bunker S32-06      | Abatement and demolition of structure. | DM23-00008      | 3/7/23  |
| Bldg 461           | Add 400 Amp Electric Panel             | EL23-00297      | 3/7/23  |
| Bldg 409           | Abatement and demolition of structure. | DM23-00026      | 10/5/23 |
| Bldg 720           | Abatement and demolition of structure. | DM23-00027      | 10/5/23 |
| Bldg 742 East Shed | Abatement and demolition of structure. | Dm23-00028      | 10/5/23 |

|                      |                                        |            |         |
|----------------------|----------------------------------------|------------|---------|
| Bldg 742A            | Abatement and demolition of structure. | SM23-00029 | 10/5/23 |
| Bldg 527 Paint Booth | Kindred Paint Booth                    | BP23-00416 |         |

**Section 2.3.4 provides that Developer and the City will cooperate in good faith to establish an equitable and mutually satisfactory funding mechanism for the construction of certain transportation infrastructure improvements.**

- Developer is in compliance with Section 2.3.4. No new transportation infrastructure improvements were constructed or approved in 2023.

**Section 2.3.9 requires the Developer to design and construct streets, roads, utilities, drainage systems, traffic control signs, markings, and signal systems, streetscape and street lighting according to engineering, design and construction standards as set forth in the Applicable Approvals, Future Approvals and Specific Plan.**

- Developer is in compliance with Section 2.3.9 of the Development Agreement. No new street systems were constructed or approved in 2023. However, further design details and construction standards regarding the streets, roads, utilities, drainage systems, traffic control signs, and lighting will be included as part of the new Specific Plan.

**Section 2.4 addresses residential density by limiting the number of residential units (as defined in Section 2.4) to 1,400 units unless subsequently approved by the City.**

- Developer is in compliance with Section 2.4. At the end of the 2023 there were approximately 320 homes built and/or sold on the island by Lennar Homes and John Lang Homes. In addition, 40 for rent housing units (Q Quarters) are available on the island as of December 2023. To date, no application has been made to increase the residential density limit.

**Section 2.5 requires the Developer to use its best efforts, in accordance with its own business judgement and taking into consideration market conditions and other economic factors influencing Developer's business decision, to commence or to continue development in a timely manner.**

- Developer is in compliance with Section 2.5.

**Section 2.6 requires that all existing and new utilities on the Property be placed underground.**

- Developer is in compliance with Section 2.6 of the Development Agreement. All permanent wiring will be underground where technically feasible. Although all future wiring will be below ground, there may be areas of the island where underground

conditions may require some equipment (transformers, switchgear, etc.) be located above ground.

**Section 2.7 requires Developer to comply with the requirements of the Americans with Disabilities Act and all other requirements of applicable federal and state laws with respect to the development of the Project.**

- Developer is in compliance with Section 2.7 of the Development Agreement. New development and building rehabilitations on Mare Island address ADA requirements. In 2023, the Developer continued working with the Building and Planning Divisions to address ADA access for all stakeholders on Mare Island. Improvements are implemented as occupancy occurs.

**Section 2.8 provides that Developer will pay prevailing wages if and as required by applicable federal and state laws.**

- Developer is in compliance with Section 2.8, as applicable. Developer is complying, and will comply, with all applicable federal, state and local laws regarding prevailing wages.

**Section 2.9 requires Developer to use good faith efforts to hire qualified Vallejo residents or former Mare Island Naval Shipyard employees for new positions created by Developer in its hiring of employees related to the development and management of the Project. To the extent feasible, Developer shall also require its independent third-party contractors to do the same.**

- Developer is in compliance with Section 2.9. Developer includes language in leases that requests businesses use best efforts to hire qualified Vallejo residents or former Mare Island Naval Shipyard employees. At the end of 2023 MIC had 24 employees, 3 of which lived in Vallejo and 5 lived in Solano County.

**Section 2.11 provides that the City and Developer will cooperate to ensure that the requirements of the Homeless Assistance Act of 1994 with respect to the Property are complied with in the development of the Project.**

- Developer is in compliance with Section 2.11 of the Development Agreement. The Base Realignment and Closure (BRAC) program established a Homeless Assistance program pursuant to the McKinney Act. The rules and regulation under the McKinney Act, as set forth with the City of Vallejo and the US Navy, established the Global Center for Success (GCS) on Mare Island (Buildings 733 and 737). A lease with GCS has been in place since 2000.

**Section 2.12.3 requires the Developer to submit a park improvement plan prior to the commencement of improvements for each park listed in the previous section.**

- Developer is in compliance with Section 2.12.3 of the Development Agreement. No park improvements were done in 2023.

**Section 2.12.4 states that at the time of the filing by Developer of a final subdivision map on the parcel(s) immediately adjacent to each park listed in Section 2.12.1, the City and Developer shall enter into a mutually satisfactory improvement agreement for such park consistent with the standards set forth in the Development Agreement.**

- Developer is in compliance with Section 2.12.4 of the Development Agreement. No new final subdivision maps (adjacent to a park or otherwise) were submitted to the City in 2023. Nevertheless, for convenience, below is the current status of the park areas on the island.
  - Morton Field: Morton Field is currently being used on a temporary basis to qualified entities.
  - Crescent Park: This park was approved and completed as part of a prior residential subdivision. In 2021 Lennar transferred the park to the City and in 2017 GVRD added a tot-lot.
  - Reuse Area 7 Community Park: Development of this park is pending transfer of the area by the US Navy.
  - Chapel Park: The Architectural Heritage and Landmarks Commission (AHLC) approved the improvements in 2005 which were completed in 2008 and transferred back to the City in 2010. The Cultural Landscape Report (CLR) was approved in 2013.
  - Alden Park: The AHLC approved the CLR in 2007, improvements were completed in 2008 and it was transferred to the City in 2010.
  - Officer's Row: The CLR was submitted in 2013 and approved by the City in 2014.
  - Farragut Plaza: The CLR was submitted in 2013 and approved by the City in 2014.
  - Club Drive Park: The improvement plans were submitted to the City in 2017 and approved in 2018. The parks completion is pending future development plans.
  - Parade Grounds Park: The CLR was approved by the City in 2015. Development of this area of the island is to be determined.
  - Residential Area 8C Pocket Parks: The 8C Residential neighborhood was completed and placed on hold pending future, updated development plans.

**Section 2.13 contemplates that the City and Developer have regular meetings during the term of the Development Agreement to discuss the progress of the development and construction of the Project.**

- Developer is in compliance with Section 2.13 of the Development Agreement. MIC currently has approximately one meeting a week to discuss the progress of development and construction of Mare Island projects.

**Section 3.1.1 requires Developer to pay applicable fees when due.**

- Developer is in compliance with Section 3.1.1. All required fees have been paid in full and on time.

**Section 3.1.3 states that the Developer may request the City establish a Community Facilities District or other public financing mechanism.**

- Developer is in compliance with Section 3.1.3. CFDs 2002-1 & 2005 A&B are all in place. No additional CFDs were requested in 2023.

**Section 3.1.4 requires Developer to be responsible for the formation of neighborhood associations if such formation is required by Applicable Law or mutually determined by the City and Developer to be needed.**

- Developer is in compliance with Section 3.1.4 of the Development Agreement. CC&Rs and neighborhood associations are formed where applicable. The City and residence work collaboratively to enforce CC&R's as applicable. No new neighborhood associations were formed in 2023.

**Section 3.1.7 requires Developer to deliver to the City a financial summary and development status report for the Project on or before the fifteenth day of each month.**

- Developer is in compliance with Section 3.1.7 of the Development Agreement. Reports were submitted to the Economic Development Department each month in 2023.

**Section 3.1.8 requires Developer to construct and install certain infrastructure in accordance with the Master Infrastructure Plan contained in the Specific Plan.**

- Developer is in compliance with Section 3.1.8 of the Development Agreement. No infrastructure was installed by the Developer in 2023 associated with the Master Infrastructure Plan. Developer intends to include an updated Master Infrastructure Plan as part of the new Specific Plan.

**Section 3.1.9 contemplates construction by Developer of certain tenant improvements that are reasonably determined by Developer to be necessary for the successful development of Mare Island.**

- Developer is in compliance with Section 3.1.9 of the Development Agreement. Developer performed multiple rehabilitation and tenant improvements on Mare Island which lead to businesses locating to or expanding at Mare Island. These improvements included office and industrial buildings. Work included asbestos and lead based paint removal, structural upgrades, fire and life safety improvements, building signage, lighting retrofits (to energy efficient LED), mechanical systems (HVAC, Boilers, etc.), general maintenance and repairs as reflected in Section 2.1.2(a) of this report.

- Some of the projects conducted during the year include, but are not limited to, the following:
  - Building 390
    - Replaced and/or repaired all roof drains
  - Building 483
    - Installation of new freight elevator
    - Paint east loading dock
    - Paint all stairwells, walls/ceilings
    - Replaced overhead lamp fixture in electrical room with LED fixture
    - Painted metal stair handrails at 4 locations and portion of lower walls at the staircases
  - Building 746
    - Paint eastern exterior side of building
  - Building 545
    - Paint building exterior
  - Building 227
    - Heavy roof maintenance
    - Preventive maintenance on 4 sliding barndoors; 3 at exterior and one interior
    - Paint building exterior and interior
    - Replaced and/or repaired all downspouts
  - Building 744
    - New roof
    - 10' x 12' roll-up door maintenance
    - Repair spalling at concrete floor
  - Building 535
    - Removed out of service, non-working HVAC equipment from rooftop
    - New roof
  - Building 459
    - New boiler
    - Repaired all high bay exterior LED flood lamps
  - Quarters D
    - New boiler
  - Quarters G
    - New boiler
  - Quarters N
    - Coffee shop preparation; full internal repair per building permit
  - Quarters M
    - Porch dry rot repair
    - Interior paint refresh
    - Replaced cracked sewer pipe
  - Quarters S

- Repaired dry-rot at screen door, front porch, and back porch stairs
- Painted front and rear porches
- Re-enforced back door screen.
- Secured internal fireplace openings
- Repaired damaged ceramic wall tiles in restrooms
- Jet washed the sewer lines after the manhole sediment removal
- Refinished the porcelain sink in the kitchen area
- Refinished the wood countertop in the kitchen area

**Section 3.1.10 contemplates demolition by Developer of certain improvements that is reasonably determined by Developer to be necessary for the successful development of Mare Island.**

- Developer is in compliance with Section 3.1.10 of the Development Agreement. Developer received approval of Certificate of Appropriateness for the demolition of Buildings 409, 489, and 720 from the Architectural Heritage and Landmarks Commission (AHLIC) and demolished these buildings in 2023 under permits issued by the City of Vallejo Building Department. Developer received demolition permits from the City of Vallejo Building Department for the abatement and above-grade demolition of Buildings 499, 503, 517, 589, 593, 601, 653, 673, and 993 on North Mare Island. The abatement and demolition of the North Mare Island buildings commenced in 2022 and was completed in 2023.

**Section 3.1.11 requires Developer to manage the Project in accordance with the Approved Participation Model.**

- Developer is in compliance with Section 3.1.11 of the Development Agreement. Developer continues to manage the Project in accordance with the Approved Participation Model (See Section 5.1 of the Acquisition Agreement). As of December 31, 2023, Developer had yet to achieve a profit and therefore any profit participation is moot.

**Section 3.1.12 requires Developer to work cooperatively with the City and ensure, at no cost to City, the grant of easements to the City or other third parties that are necessary for the development of Mare Island and consistent with Developer's development of the Project.**

- Developer is in compliance with Section 3.1.12 of the Development Agreement. Developer worked cooperatively with the City of Vallejo, Smart Fiber, AT&T, Island Energy and others throughout 2023.

**Section 3.1.13 contemplates the creation of a municipal services district and collection and payment by Developer of any special tax levied on the Property by such district until such time as such tax is placed upon the county tax roll for collection by the Solano County Tax Collector.**

- Developer is in compliance with Section 3.1.13 of the Development Agreement. The City approved the Community Facilities District (CFD 2002-1), which levies a special tax to cover unfunded municipal services on the island. Developer is current on all required property and special taxes.

As demonstrated above, Developer is in good faith compliance with the terms and conditions of the Development Agreement. Accordingly, we respectfully request a written finding of such compliance be delivered by the City to Developer and the Planning Commission, thereby concluding the Annual Review process.

Should you have any questions, please do not hesitate to contact us.

Sincerely,



Brian Nagy  
Senior Vice President, West Coast Operations  
Mare Island Company,  
on behalf of The Nimitz Group, LLC

cc: Andrew Murray, City Manager  
Gillian Hayes, Assistant City Manager  
Michael Nimon, Economic Development Director  
Erin Hanford, Economic Development Program Manager

## **EXHIBIT A**

In addition to the original \$78.4M Environmental Services Cooperative Agreement (ESCA) grant in April 2001, several amendments have been executed between the Navy, the City, the Previous Owner Lennar Mare Island (LMI), the fiscal agent, and others to complete environmental cleanup of the Early Eastern Transfer Parcel (EETP) including,

- The First Amendment in April 2012 provided an additional \$8M from the Navy for cleanup of Remaining Known Environmental Conditions.
- The Second Amendment in August 2014 provided an additional \$399K from the Navy to continue the groundwater monitoring program.
- The Third Amendment in June 2016 provided an additional \$955K from the Navy to continue cleanup work of Remaining Known Environmental Conditions.
- The Fourth Amendment in October 2017, for \$31M, was executed for continuing environmental cleanup work on the Settlement Funded Conditions, formerly the Unknown Conditions.
- The Fifth Amendment in September 2018 provided an additional \$2.4M from the Navy for continuing work on the Remaining Known Conditions, specifically managing and documenting the environmental cleanup efforts and conducting the long-term groundwater monitoring program through December 2020.
- The Sixth Amendment in September 2020 provided an additional \$963K from the Navy for continuing work on the Remaining Known Conditions, specifically managing and documenting the environmental cleanup efforts and conducting the long-term groundwater monitoring program through December 2021.
- The Seventh Amendment in September 2021 provided an additional \$1.9M to fund continuing work on remaining unknown conditions, specifically managing and documenting the environmental cleanup efforts and conducting the long-term groundwater monitoring program through December 2023.
- An Eighth Amendment in September 2022 provided an additional \$1.29M to fund continuing work on remaining unknown conditions, specifically managing and documenting the environmental cleanup efforts and conducting the long-term groundwater monitoring program through December 2024.
- A Ninth Amendment in September 2023 provided an additional \$7.95M to fund continuing work on remaining unknown conditions, specifically managing and documenting the environmental cleanup efforts and conducting the long-term groundwater monitoring program through December 2024.

Through the end of 2023, MIC assumed monitoring and reporting for seven recorded area-wide LUCs, two recorded engineered cap LUCs, and 18 recorded PCB-Specific LUCs, in accordance with the Amended EETP Land Use Covenant Operations and Maintenance Plan (O&M Plan). Annual LUC inspections were conducted and Annual Inspection Reports (AIRs) were submitted to DTSC in March of 2023 for Investigation Area (IA) A3 South; the engineered cap in IA B.1 (Crane Test Area); the commercial/industrial areas of IA B.2-1 and B.2-2; the IA C3 Area-Wide and BGM Triangle and 11

PCB-Specific Sites within IA C3; the commercial/industrial areas and 7 PCB-Specific Sites within IA D1.2; and the IR10/IR13 commercial/industrial portion of IA H2. In addition to annual LUC inspections, Five-Year Reviews (FYR)s reviews were submitted to DTSC in December of 2023 for the IA A3 South and IA C3 Area-Wide LUCs.

Major document submissions to DTSC and Water Board in 2023 included, but were not limited to the following:

Investigation Area A3 South (North Island portion of EETP)

1. Remedial work complete; LUC monitoring and reporting only.
2. 2023 AIR for IA A3 South. Next AIR for IA A3 South due March 31, 2024.
3. First FYR for IA A3 South. Second FYR for IA A3 South due December 2028.

Investigation Area B.1 (Crane Test Area)

1. Remedial work complete; LUC monitoring and reporting only.
2. 2023 AIR for IA B.1. Next AIR for IA B.1 due March 31, 2024.
3. Third FYR for IA B.1 due March 31, 2026.

Investigation Area B.2-1

1. Remedial work complete; LUC monitoring and reporting only.
2. 2023 AIR for IA B.2-1. Next AIR for IA B.2-1 due March 31, 2024.
3. Third FYR for IA B.2-1 due March 31, 2026.

Investigation Area B.2-2

1. Remedial work complete; LUC monitoring and reporting only.
4. 2023 AIR for IA B.2-2. Next AIR for IA B.2-2 due March 31, 2024.
5. Second FYR for IA B.2-2 due March 31, 2027.

Investigation Area C3

1. Remedial work complete; LUC monitoring and reporting only.
2. 2023 AIRs for IA C3 Area-Wide, BGM Triangle, and 11 PCB-Specific LUCs.
4. Next AIRs for all 13 IA C3 LUCs due March 31, 2024.
5. First FYR for IA C3 Area-Wide.
6. Third FYRs for BGM Triangle 9 of 11 PCB-LUCs due March 31, 2026.
7. Second FYRs for Buildings 516/516A and 1342 due March 31, 2027.
8. Anticipate combined FYRs for IA C3 Area-Wide, BGM Triangle and 11 PCB-LUCs by March 31, 2026.

Investigation Area D1.2

1. Remedial work complete; LUC monitoring and reporting only.
2. 2023 AIRs for IA D1.2 Commercial/Industrial Area and 7 PCB-Specific LUCs.
3. Next AIRs for IA D1.2 Commercial/Industrial Area and 7 PCB-LUCs due March 31, 2024.
4. Fourth FYRs for IA D1.2 Commercial/Industrial Area and 7 PCB-LUCs due March 31, 2026.

Investigation Area H2 (IR10/IR13)

1. Remedial work complete; LUC monitoring and reporting only.

2. 2023 AIR for IA H2 (IR10/IR13).
3. Next AIR for IA H2 (IR10/IR13) due by March 31, 2024.
4. Second FYR for IA H2 (IR10/IR13) due by March 31, 2026

**From:** [no-reply@centralsquare.com](mailto:no-reply@centralsquare.com)  
**To:** [Jennifer Mapes](#)  
**Subject:** eTRAKiT Online Payment  
**Date:** Wednesday, June 5, 2024 10:41:09 AM

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Paymethod: CREDIT  
Receipt No.: E13348  
Amount Paid: \$869.76  
Paid Date: 6/5/2024

| PROJECT                   | DA24-0001 | 690 WALNUT AVENUE 24 VALLEJO, CA               | DEV AGREEMENT   |
|---------------------------|-----------|------------------------------------------------|-----------------|
|                           |           | SPECIAL REQUEST                                |                 |
|                           |           | <i>SPECIAL REQUEST APPLICATION FEE (PLNG)</i>  | \$776.56        |
|                           |           | <i>SPECIAL REQUEST GENERAL PLAN UPDATE FEE</i> | \$38.84         |
|                           |           | <i>SPECIAL REQUEST PERMIT COORDINATION FEE</i> | \$23.28         |
|                           |           | <i>SPECIAL REQUEST TECHNOLOGY SURCHARGE</i>    | \$31.08         |
|                           |           | <b>Sub Total:</b>                              | <b>\$869.76</b> |
| <b>Total Amount Paid:</b> |           |                                                | <b>\$869.76</b> |

Name: Jennifer Mapes  
Address: 1195 Walnut Avenue  
City, State, Zip: Vallejo, CA 94592  
Phone: (510)682-6057  
Email: [jenn.mapes@mareislandco.com](mailto:jenn.mapes@mareislandco.com)

April 17, 2025  
Mr. Cesar Orozco  
Planning Manager  
City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590

Re: 2024 Annual Review  
Development Agreement for Mare Island

Dear Mr. Orozco:

On November 14, 2019, The Nimitz Group, LLC took ownership of the property which is the subject of the Development Agreement for Mare Island dated September 12, 2001.

The highlights to date include the following:

- In November 2019 Lennar Mare Island, LLC sold a majority of their interest in Mare Island to The Nimitz Group, LLC.
- In 2022 The Nimitz Group, LLC began doing business as the Mare Island Company and therefore the Mare Island Company ('MIC') will be referenced within this review and may be used interchangeably with 'Developer'.
- The North Mare Island Development and Disposition Agreement (DDA) was approved by the City in March 2022. The purchase of North Mare Island by MIC closed in October 2022.
- Throughout 2024, MIC continued refining development plans and expanding the long-term plan to support the future vision for Mare Island.
- MIC invested in multiple buildings which helped maintain historic resources and expand the positive economic impact of the Mare Island business community.
- Employment data collection methods were revised in 2020 such that reported numbers currently include only those businesses that lease space from MIC. The net effect of this revision dropped gross job numbers that had previously been reported by prior ownership. In June of 2024, 2,329 jobs were reported by Mare Island tenants. In December of 2024, 2,023 jobs were reported by Mare Island tenants.
- In August 2024, MIC submitted the preliminary North Mare Island Beautification Plan as required by the North Mare Island DDA to the City of Vallejo.

- In September 2024, MIC submitted Connolly Corridor pre-application for the first phase of work to the City of Vallejo.
- In October 2024, MIC submitted the first draft of the New Specific Plan to the City of Vallejo.

In accordance with Section 5.2 of the Development Agreement by and between the City of Vallejo ("City") and The Nimitz Group, LLC dba the Mare Island Company, as amended and assigned, (the "Development Agreement"), and Chapter 17.20 of the Vallejo Municipal Code (the "Municipal Code"), Developer hereby initiates the annual review of the Development Agreement.

The Nimitz Group, LLC will pay the \$1,076.32 planning application fee to initiate the review. As set forth in the detail below on a section-by-section basis, Developer demonstrated good faith compliance with the terms and conditions of the Development Agreement in 2024.

Please note that certain sections of the Development Agreement provide factual statements or define terms and requirements and do not require detailed information. Many sections of the Development Agreement (including 1.1, 1.2, 1.3, 2.1.1, 2.1.3, 2.3, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.10, 2.3.11, 2.10., 2.12, 2.14, 3.1.2, 3.1.5, 3.1.6, and 3.1.14) are informational only.

**Section 1.4 provides that Developer shall at the time of each annual review submit to the City any proposed changes to the Projected Entitlements, the Schedule of Performance, and the intended build-out schedule of the portions of the Project that have not yet been completed.**

#### **General Overview:**

In August 2024, MIC submitted the preliminary North Mare Island Beautification Plan as required by the North Mare Island DDA to the City of Vallejo. In September 2024, MIC submitted Connolly Corridor pre-application for the first phase of work to the City of Vallejo. In October 2024, MIC submitted the first draft of the new Mare Island Specific Plan (MISP) to the City of Vallejo.

#### **Environmental Cleanup:**

For informational purposes only, a general summary of the environmental cleanup of Mare Island is included as Exhibit A to this document.

**Section 2.1.2 requires Developer to (a) construct infrastructure in accordance with the "Infrastructure Master Plan," (b) submit a Demolition Phasing Plan within 120 days of the date of execution of the Development Agreement for approval by the City, and (c) seek to comply diligently and in good faith with the "cumulative job projection" set forth in Exhibit D.**

Developer is in compliance with Section 2.1.2 of the Development Agreement as reflected in section 2.1.2 (a), (b), and (c) below.

**Section 2.1.2(a):** In 2024 Developer focused on maintenance and improvement of existing infrastructure. Some of the improvements include, but are not limited to, the following:

NOTE: ‘B’ is shorthand for ‘Building’ in the list below.

- North Island – Developed and installed gate signage system
- North Island – Installed double pole gate at Walnut and I St. for large vehicle access
- North Island – Ongoing pothole repairs
- North Island – L Street pavement repairs to mitigate flooding
- B112, B117, B126, B459, B77, B483, B1310 – Conducted quarterly annual, and five-year (as required) fire system tests on sprinkler systems, fire alarm control systems, and fire extinguishers
- B112, B117, B126, B459, B77, B483 – Annual elevator inspections and passing certifications received from the State of California
- B112, B117, B126, B459, B77, B483 – Semi-annual internal and external window washing completed
- B112, B117, B126, B459, B77, B483, B1310 – Annual infrared electrical testing completed
- B112, B117, B126, B459, B77, B483, B1310 – Semi-annual roof maintenance completed; repairs completed where required
- B34 – Replaced broken panel on south side of building
- B47 - Performed semi-annual roof maintenance
- B69 – Installed emergency exit ramp; Repaired broken window covering; Covered hole in steel plate posing tripping hazard; Secured broken west entry door; Swept and dusted interior; Secured access to basement steps; Secured access to three (3) exterior 2nd floor steps; Installed two (2) emergency exit signs; Installed two (2) exterior address signs
- B84 – Removed graffiti from sign
- B84 – Secured breached courtyard door
- B84 – Repaired broken door on West side
- B85 – Repaired broken vault cover
- B85 – Installed barricades to prevent further damage to vault covers
- B101 – Repaired damaged roll-up door
- B101 – Covered hole in steel plate posing tripping hazard
- B101 – Power washed interior floors
- B101 – Installed two (2) exterior address signs
- B106 – Repaired window damaged due to breach
- B112 – Repaired bent stop sign
- B112 – Preventative maintenance completed for eight (8) HVAC units
- B112 – Quarterly sewer line wash completed
- B112 – Remediated ACM floor mastic in suite 115

- B112 – Removed damaged sink and cabinet in suite 115
- B116 – Power washed interior
- B116 – Secured all windows from the interior
- B116 – Built access ramp
- B117 – Preventative maintenance completed for ten (10) HVAC units
- B117 – Replaced malfunctioning door lever at first floor restroom
- B117 – Replaced leaking water heater in suite 110
- B141 – Repaired fallen door art
- B149 – Repaired emergency exit ramp
- B149 – Repaired malfunctioning toilets and sinks
- B153 – Removed debris from interior
- B271 – Removed broken glass from two (2) window frames and repaired openings
- B271 – Installed one (1) emergency exit sign
- B271 – Installed two (2) exterior address signs
- B273 – Repaired broken roof top door
- B459 – Installed irrigation system in East parking area
- B459 – Replaced four (4) leaking radiator valves in suite 230
- B459 – Replaced one (1) leaking radiator valve in suite 235
- B459 – Repaired broken water line in parking lot
- B477 – Removed standing water from inside building
- B521 - Removed trash, debris, and dusted interior from all floors
- B1310 – Replaced eleven (11) slats on roll-up door
- B1310 – Repaired rolling gate wheel and rewelded hasp
- B1310 – Replaced three (3) leaking toilet valves and six (6) faucets
- B1310 – Repaired clogged drain line
- M37 – Mitigated wildfire risk surrounding building
- M37 – Repaired damaged window coverings
- Morton Field – Performed tree maintenance on thirty-four (34) trees; reinforced bleachers and installed safety fencing on both south and north ends; removed unsafe wires hanging from light poles and scoreboard; secured irrigation control wiring; replaced ballast type lamp fixture to LED at concession stand
- Quarters D – Repaired electric vehicle charger in garage
- Quarters G – Replaced two (2) door lock sets on garage
- Quarters N – Replaced malfunctioning water sprayer
- Quarters N – Installed gutter downspout extension under concrete on South side of building
- Quarters N – Installed two (2) outdoor umbrellas
- Quarters 17 – Performed maintenance on palm tree
- Quarters 19 – Installed irrigation system
- Qtrs. 21 – Performed maintenance on redwood tree
- Qtrs. 21 – Performed maintenance on palm tree due to damage caused by wildlife
- Quarters 21 – Removed broken concrete and repoured new concrete pathway
- Quarters 21 – Installed new pathway in rear of property
- Quarters 29 - Removed broken concrete and repoured new concrete pathway

- Quarters 29 - Installed new pathway in rear of property
- Qtrs. 131 – Performed maintenance on two (2) date palm trees
- Walnut Avenue – Replaced twenty-three (23) broken pavers
- Walnut Avenue – Repaired forty-two (42) uneven pavers
- Island Wide – Weed abatement
- Island Wide – Fencing repairs and replacement
- Island Wide – Constant debris and dumping removal and clean up
- Island Wide – Safety lighting repairs and new installation
- Island Wide – Paving repairs (i.e. potholes, alligatored asphalt, etc.)
- Island Wide – Annual asphalt and concrete striping refresh

**Section 2.1.2(b):** In 2024, Developer submitted Certificate of Appropriateness applications for the demolition of Buildings 213, 603, 804, and 702 for the planned demolition of these buildings in 2025 under permits to be issued by the City of Vallejo Building Department.

**Section 2.1.2(c):** Mare Island job growth (as tracked by Developer via biannual surveys) is submitted to the City twice each year. The June 2024 job count, conducted by MIC, identified 2,329 permanent jobs on Mare Island. The December 2024 job count, conducted by MIC, identified 2,023 permanent jobs on Mare Island. These numbers do not include construction jobs, consultants, contract employees, volunteers or Touro University students. Please note employment data collection methods were revised in 2020 such that reported numbers currently include only those businesses that lease space from MIC. The net effect of this revision dropped gross job numbers that had previously been reported by prior ownership.

**Section 2.2 requires the Developer to comply with the Acquisition Agreement.**

- Developer is in compliance with Section 2.2 of the Development Agreement. There have been eleven (11) amendments to the Acquisition Agreement. The first nine (9) amendments were short time extensions enacted between 1999 and 2002. The tenth amendment (2002) focused on conformance with the Eastern Early Transfer Agreement (EETP) requirements between the Navy and the regulatory community. The eleventh amendment (2019) was executed to clarify the current status of the former Badge & Pass Office site and the off-island railroad.

**Section 2.3.3 requires the Developer to comply with all lawful requirement of, and obtain all permits and approvals required by, regional, state and federal agencies having jurisdiction over Developer’s activities in furtherance of the Development Agreement.**

- Developer is in compliance with Section 2.3.3 of the Development Agreement. Developer works closely with all federal, state and local agencies involved in development and environmental activities on Mare Island. Agencies involved in this process include but are not limited to US Environmental Protection Agency (USEPA), California Environmental Protection Agency (CALEPA), Department of Toxic Substance Controls (DTSC), Regional Water Quality Control Board, Bay Conservation and

Development Commission (BCDC), Army Corp of Engineers, State Land Commissions, Solano County and City of Vallejo.

- A portion of the permits pulled in 2024 are shown below.

| Location  | Description                                                 | Permit #     |          |
|-----------|-------------------------------------------------------------|--------------|----------|
| Bldg 126  | Tenant Improvements for Murigenics Medical Offices at B126. | BP24-01100   | 8/6/24   |
| Bldg 1310 | Fire Sprinklers                                             | SPRK24-00024 | 10/22/24 |

**Section 2.3.4 provides that Developer and the City will cooperate in good faith to establish an equitable and mutually satisfactory funding mechanism for the construction of certain transportation infrastructure improvements.**

- Developer is in compliance with Section 2.3.4. No new transportation infrastructure improvements were constructed or approved in 2024.

**Section 2.3.9 requires the Developer to design and construct streets, roads, utilities, drainage systems, traffic control signs, markings, and signal systems, streetscape and street lighting according to engineering, design and construction standards as set forth in the Applicable Approvals, Future Approvals and Specific Plan.**

- Developer is in compliance with Section 2.3.9 of the Development Agreement. No new street systems were constructed or approved in 2024. However, further design details and construction standards regarding the streets, roads, utilities, drainage systems, traffic control signs, and lighting were included as part of the new Mare Island Specific Plan submittal.

**Section 2.4 addresses residential density by limiting the number of residential units (as defined in Section 2.4) to 1,400 units unless subsequently approved by the City.**

- Developer is in compliance with Section 2.4. At the end of the 2024 there were approximately 320 homes built and/or sold on the island by Lennar Homes and John Lang Homes. In addition, 40 for rent housing units (Q Quarters) are available on the island as of December 2024.

**Section 2.5 requires the Developer to use its best efforts, in accordance with its own business judgement and taking into consideration market conditions and other economic factors influencing Developer's business decision, to commence or to continue development in a timely manner.**

- Developer is in compliance with Section 2.5.

**Section 2.6 requires that all existing and new utilities on the Property be placed underground.**

- Developer is in compliance with Section 2.6 of the Development Agreement. All permanent wiring will be underground where technically feasible. Although all future wiring will be below ground, there may be areas of the island where underground conditions may require some equipment (transformers, switchgear, etc.) be located above ground.

**Section 2.7 requires Developer to comply with the requirements of the Americans with Disabilities Act and all other requirements of applicable federal and state laws with respect to the development of the Project.**

- Developer is in compliance with Section 2.7 of the Development Agreement. New development and building rehabilitations on Mare Island address ADA requirements. In 2024, the Developer continued working with the Building and Planning Divisions to address ADA access for all stakeholders on Mare Island. Improvements are implemented as occupancy occurs.

**Section 2.8 provides that Developer will pay prevailing wages if and as required by applicable federal and state laws.**

- Developer is in compliance with Section 2.8, as applicable. Developer is complying, and will comply, with all applicable federal, state and local laws regarding prevailing wages.

**Section 2.9 requires Developer to use good faith efforts to hire qualified Vallejo residents or former Mare Island Naval Shipyard employees for new positions created by Developer in its hiring of employees related to the development and management of the Project. To the extent feasible, Developer shall also require its independent third-party contractors to do the same.**

- Developer is in compliance with Section 2.9. Developer includes language in leases that encourages businesses use best efforts to hire qualified Vallejo residents or former Mare Island Naval Shipyard employees. At the end of 2024 MIC had 22 employees.

**Section 2.11 provides that the City and Developer will cooperate to ensure that the requirements of the Homeless Assistance Act of 1994 with respect to the Property are complied with in the development of the Project.**

- Developer is in compliance with Section 2.11 of the Development Agreement. The Base Realignment and Closure (BRAC) program established a Homeless Assistance program pursuant to the McKinney Act. The rules and regulation under the McKinney Act, as set forth with the City of Vallejo and the US Navy, established the Global Center for Success (GCS) on Mare Island (Buildings 733 and 737). A lease with GCS has been in place since 2000.

**Section 2.12.3 requires the Developer to submit a park improvement plan prior to the commencement of improvements for each park listed in the previous section.**

- Developer is in compliance with Section 2.12.3 of the Development Agreement. No park improvements were done in 2024.

**Section 2.12.4 states that at the time of the filing by Developer of a final subdivision map on the parcel(s) immediately adjacent to each park listed in Section 2.12.1, the City and Developer shall enter into a mutually satisfactory improvement agreement for such park consistent with the standards set forth in the Development Agreement.**

- Developer is in compliance with Section 2.12.4 of the Development Agreement. No new final subdivision maps (adjacent to a park or otherwise) were submitted to the City in 2024. Nevertheless, for convenience, below is the current status of the park areas on the island.
  - Morton Field: Morton Field is currently being leased on a temporary basis to qualified entities.
  - Crescent Park: This park was approved and completed as part of a prior residential subdivision. In 2021 Lennar transferred the park to the City and in 2017 GVRD added a tot-lot.
  - Reuse Area 7 Community Park: Development of this park is pending transfer of the area by the US Navy.
  - Chapel Park: The Architectural Heritage and Landmarks Commission (AHLC) approved the improvements in 2005 which were completed in 2008 and transferred back to the City in 2010. The Cultural Landscape Report (CLR) was approved in 2013.
  - Alden Park: The AHLC approved the CLR in 2007, improvements were completed in 2008 and it was transferred to the City in 2010.
  - Officer's Row: The CLR was submitted in 2013 and approved by the City in 2014.
  - Farragut Plaza: The CLR was submitted in 2013 and approved by the City in 2014.
  - Club Drive Park: The improvement plans were submitted to the City in 2017 and approved in 2018. The parks completion is pending future development plans.
  - Parade Grounds Park: The CLR was approved by the City in 2015. Development of this area of the island is pending future development plans.
  - Residential Area 8C Pocket Parks: The 8C Residential neighborhood was completed and placed on hold pending future, updated development plans.

**Section 2.13 contemplates that the City and Developer have regular meetings during the term of the Development Agreement to discuss the progress of the development and construction of the Project.**

- Developer is in compliance with Section 2.13 of the Development Agreement. MIC currently has approximately one meeting a week with City staff to discuss the progress of development and construction of Mare Island projects.

**Section 3.1.1 requires Developer to pay applicable fees when due.**

- Developer is in compliance with Section 3.1.1. All required fees have been paid in full and on time.

**Section 3.1.3 states that the Developer may request the City establish a Community Facilities District or other public financing mechanism.**

- Developer is in compliance with Section 3.1.3. CFDs 2002-1 & 2005 A&B are all in place. No additional CFDs were requested in 2024.

**Section 3.1.4 requires Developer to be responsible for the formation of neighborhood associations if such formation is required by Applicable Law or mutually determined by the City and Developer to be needed.**

- Developer is in compliance with Section 3.1.4 of the Development Agreement. CC&Rs and neighborhood associations are formed where applicable. The City and residents work collaboratively to enforce CC&R's as applicable. No new neighborhood associations were formed in 2024.

**Section 3.1.7 requires Developer to deliver to the City a financial summary and development status report for the Project on or before the fifteenth day of each month.**

- Developer is in compliance with Section 3.1.7 of the Development Agreement. Reports were submitted to the Economic Development Department each month in 2024.

**Section 3.1.8 requires Developer to construct and install certain infrastructure in accordance with the Master Infrastructure Plan contained in the Specific Plan.**

- Developer is in compliance with Section 3.1.8 of the Development Agreement. No infrastructure was installed by the Developer in 2024 associated with the Master Infrastructure Plan. Developer included updated Master Infrastructure Plans as part of the new Mare Island Specific Plan submitted in October of 2024.

**Section 3.1.9 contemplates construction by Developer of certain tenant improvements that are reasonably determined by Developer to be necessary for the successful development of Mare Island.**

- Developer is in compliance with Section 3.1.9 of the Development Agreement. Developer performed multiple rehabilitation and tenant improvements on Mare Island which lead to businesses locating to or expanding at Mare Island. These improvements included office and industrial buildings. Work included lead based paint removal, fire and

life safety improvements, building signage, lighting retrofits (to energy efficient LED), mechanical systems (HVAC, boilers, etc.), and general maintenance and repairs as reflected in Section 2.1.2(a) of this report.

- Some of the projects conducted during the year include, but are not limited to, the following:
  - Building 533
    - Sewer lateral line repairs in three (3) locations
    - New roof coating
  - Mare Island Courts
    - Construction of three (3) pickleball courts, one (1) tennis court, and two (2) half-court basketball courts were completed at Walnut Avenue near Alden Park
    - Landscaping upgrades were completed to support the aesthetics of the Mare Island Courts:
      - Planted 50+ new plants surrounding the courts
      - Installed irrigation valves and controllers
      - Filled in mulch to support new plantings
      - Renovated pathways from parking area to courts
  - Building 459
    - Carpet replacement in various suites
    - Interior paint
    - LED lighting retrofitting
    - Boiler gasket replacements
    - Installed irrigation system in East parking area
  - Building 111
    - Man door repairs; panic hardware installation
    - Barn door repairs
    - LED light retrofitting
    - Roof maintenance and repairs as required
  - Building 227/227A
    - Man door repairs; panic hardware installation
    - Barn door repairs
    - LED light retrofitting
    - Roof maintenance and repairs as required
  - Building 116
    - LBP abatement
    - Emergency exit installations
    - Window repairs
    - Man door repairs; panic hardware installation
  - Building 1310
    - Installed rain downspouts
    - LED light retrofitting
    - Roll up door repairs
  - Quarters K

- Interior & exterior paint
- Flooring repairs
- Window repairs, including stained glass windows
- Retrofitted multiple ballast type lamp fixtures to LED in basement
- Replaced malfunctioning irrigation valve and node in front yard
- Replaced 2 interior office door lock sets for new tenant
- Replaced 3 broken pavers at front walkway
- Repaired broken main water line in front of building
- Installed 4 emergency exit signs
- Replaced malfunctioning irrigation valve and control node
- Building 760
  - Painted interior
  - Carpet tile installation
  - Kitchen cabinet installation
  - LED light retrofitting

**Section 3.1.10 contemplates demolition by Developer of certain improvements that is reasonably determined by Developer to be necessary for the successful development of Mare Island.**

- Developer is in compliance with Section 3.1.10 of the Development Agreement. Developer submitted Certificate of Appropriateness applications for the demolition of Buildings 213, 603, 702, and 804 for the planned demolition of these buildings in 2025 under permits to be issued by the City of Vallejo Building Department.

**Section 3.1.11 requires Developer to manage the Project in accordance with the Approved Participation Model.**

- Developer is in compliance with Section 3.1.11 of the Development Agreement. Developer continues to manage the Project in accordance with the Approved Participation Model (See Section 5.1 of the Acquisition Agreement). As of December 31, 2024, Developer had yet to achieve a profit and therefore any profit participation is moot.

**Section 3.1.12 requires Developer to work cooperatively with the City and ensure, at no cost to City, the grant of easements to the City or other third parties that are necessary for the development of Mare Island and consistent with Developer's development of the Project.**

- Developer is in compliance with Section 3.1.12 of the Development Agreement. Developer worked cooperatively with the City of Vallejo, Smart Fiber, AT&T, Island Energy and others throughout 2024.

**Section 3.1.13 contemplates the creation of a municipal services district and collection and payment by Developer of any special tax levied on the Property by such district until such time as such tax is placed upon the county tax roll for collection by the Solano County Tax Collector.**

- Developer is in compliance with Section 3.1.13 of the Development Agreement. The City approved the Community Facilities District (CFD 2002-1), which levies a special tax to cover unfunded municipal services on the island. Developer is current on all required property and special taxes.

As demonstrated above, Developer is in good faith compliance with the terms and conditions of the Development Agreement. Accordingly, we respectfully request a written finding of such compliance be delivered by the City to Developer and the Planning Commission, thereby concluding the Annual Review process.

Should you have any questions, please do not hesitate to contact us.

Sincerely,



Brian Nagy  
Senior Vice President, West Coast Operations  
Mare Island Company,  
on behalf of The Nimitz Group, LLC

cc: Andrew Murray, City Manager  
Gillian Hayes, Assistant City Manager  
Erin Hanford, Economic Development Program Manager

**EXHIBIT A**  
**Summary of Mare Island EETP Environmental Cleanup**

In addition to the original \$78.4M Environmental Services Cooperative Agreement (ESCA) grant in April 2001, several amendments have been executed between the Navy, the City, the Previous Owner Lennar Mare Island (LMI), the fiscal agent, and others to complete environmental cleanup of the Early Eastern Transfer Parcel (EETP) including,

- The First Amendment in April 2012 provided an additional \$8M from the Navy for cleanup of Remaining Known Environmental Conditions.
- The Second Amendment in August 2014 provided an additional \$399K from the Navy to continue the groundwater monitoring program.
- The Third Amendment in June 2016 provided an additional \$955K from the Navy to continue cleanup work of Remaining Known Environmental Conditions.
- The Fourth Amendment in October 2017, for \$31M, was executed for continuing environmental cleanup work on the Settlement Funded Conditions, formerly the Unknown Conditions.
- The Fifth Amendment in September 2018 provided an additional \$2.4M from the Navy for continuing work on the Remaining Known Conditions, specifically managing and documenting the environmental cleanup efforts and conducting the long-term groundwater monitoring program through December 2020.
- The Sixth Amendment in September 2020 provided an additional \$963K from the Navy for continuing work on the Remaining Known Conditions, specifically managing and documenting the environmental cleanup efforts and conducting the long-term groundwater monitoring program through December 2021.
- The Seventh Amendment in September 2021 provided an additional \$1.9M to fund continuing work on remaining unknown conditions, specifically managing and documenting the environmental cleanup efforts and conducting the long-term groundwater monitoring program through December 2023.
- An Eighth Amendment in September 2022 provided an additional \$1.29M to fund continuing work on remaining unknown conditions, specifically managing and documenting the environmental cleanup efforts and conducting the long-term groundwater monitoring program through December 2024.
- A Ninth Amendment in September 2023 provided an additional \$7.95M to fund continuing work on remaining unknown conditions, specifically managing and documenting the final environmental cleanup efforts and conducting the long-term groundwater monitoring program through Year 2025.

Through the end of 2024, MIC assumed monitoring and reporting for nine area-wide LUCs, twelve engineered cap and encapsulated surface LUCs, and 40 additional Site-Specific LUCs, in accordance with the Amended EETP Land Use Covenant Operations and Maintenance Plan (O&M Plan). Annual LUC inspections were conducted and Annual Inspection Reports (AIRs) were submitted to DTSC in March of 2024 for: the Investigation Area (IA) A3 South Area-Wide; the engineered soil cap portion and Area-Wide for IA B.1 (Crane Test Area); the commercial/industrial areas of IA B.2-1 and B.2-2; the IA C3

Area-Wide, and the engineered asphalt cap, known as the BGM Triangle, and 11 PCB-Specific Sites within IA C3; the commercial/industrial areas and 7 PCB-Specific Sites within IA D1.2; and the IR10/IR13 commercial/industrial portion of IA H2. Annual LUC inspections were also conducted and AIRs were submitted to DTSC in June of 2024 for the IA C2 Area-Wide; and the eight engineered and 22 Site-Specific LUCs within IA C2. No LUC Five-Year Reviews (FYR)s were due in the past year, however, the first FYRs for the 22 Site-Specific LUCs in IA C2 are due in June of 2025.

Major document submissions to DTSC and Water Board in 2024 included, but were not limited to the following:

Investigation Area A3 South (North Island portion of EETP)

1. Remedial work complete; LUC monitoring and reporting only.
2. 2024 AIR for IA A3 South. Next AIR for IA A3 South due March 31, 2025.
3. Second FYR for IA A3 South due December 2028.

Investigation Area B.1 (Crane Test Area)

1. Remedial work complete; LUC monitoring and reporting only.
2. 2024 AIR for IA B.1. Next AIR for IA B.1 due March 31, 2025.
3. Third FYR for IA B.1 due March 31, 2026.

Investigation Area B.2-1

1. Remedial work complete; LUC monitoring and reporting only.
2. 2024 AIR for IA B.2-1. Next AIR for IA B.2-1 due March 31, 2025.
3. Third FYR for IA B.2-1 due March 31, 2026.

Investigation Area B.2-2

1. Remedial work complete; LUC monitoring and reporting only.
2. 2024 AIR for IA B.2-2. Next AIR for IA B.2-2 due March 31, 2025.
3. Second FYR for IA B.2-2 due March 31, 2027.

Investigation Area C2

1. Remedial work complete; LUC monitoring and reporting only.
2. 2024 AIRs for IA C2 Area-Wide, 8 Engineered Site LUCs, and 22 Site-Specific LUCs.
3. Next AIRs for all 31 IA C2 LUCs due June 30, 2025.
4. First FYRs for 22 Site-Specific LUCs in IA C2 due June 30, 2025.
5. First FYRs for 8 Engineered LUC Sites in IA C2 due June 30, 2026.
6. First FYR for Area-Wide IA C2 LUC due June 30, 2029.

Investigation Area C3

1. Remedial work complete; LUC monitoring and reporting only.
2. 2024 AIRs for IA C3 Area-Wide, BGM Triangle, and 11 PCB-Specific LUCs.
3. Next AIRs for all 13 IA C3 LUCs due March 31, 2025.
4. Second FYRs for IA C3 Area-Wide, BGM Triangle and 11 PCB-LUCs due March 31, 2026.

Investigation Area D1.2

1. Remedial work complete; LUC monitoring and reporting only.
2. 2024 AIRs for IA D1.2 Commercial/Industrial Area and 7 PCB-Specific LUCs.
3. Next AIRs for IA D1.2 Commercial/Industrial Area and 7 PCB-LUCs due March 31, 2025.

4. Fourth FYRs for IA D1.2 Commercial/Industrial Area and 7 PCB-LUCs due March 31, 2026.

Investigation Area H2 (IR10/IR13)

1. Remedial work complete; LUC monitoring and reporting only.
2. 2024 AIR for IA H2 (IR10/IR13).
3. Next AIR for IA H2 (IR10/IR13) due March 31, 2025.
4. Second FYR for IA H2 (IR10/IR13) due March 31, 2026.

**WHEN RECORDED, MAIL TO:**

OFFICE OF CITY CLERK  
CITY OF VALLEJO  
555 SANTA CLARA STREET  
VALLEJO, CA 94590

**EXEMPT FROM RECORDING FEES  
PURSUANT TO GOVERNMENT CODE  
SECTION 6103**

Recorded In Official Records,  
Solano County  
Doc#: 202200010113  
2/8/2022 11:38:54 AM

**CONFORMED COPY**

**CITY OF VALLEJO  
NOTICE OF COMPLETION**

**ACKNOWLEDGEMENT OF DEVELOPMENT AGREEMENT SECOND EXTENSION**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN  
TO:

CITY OF VALLEJO  
OFFICE OF CITY CLERK, 3<sup>RD</sup> FLOOR  
555 SANTA CLARA STREET  
VALLEJO, CA 94590

ABOVE SPACE FOR RECORDER'S USE

ACKNOWLEDGEMENT OF DEVELOPMENT AGREEMENT  
SECOND EXTENSION

THIS ACKNOWLEDGMENT OF DEVELOPMENT AGREEMENT SECOND EXTENSION (the "Acknowledgment") is executed as of August 24, 2021, between THE NIMITZ GROUP, LLC, a California limited liability company ("Developer") and the CITY OF VALLEJO, a municipal corporation ("City").

City has received a request dated May 6, 2021 from Developer that City acknowledge the Second Extension to the term of that Development Agreement for Mare Island dated September 12, 2001, entered into between City and Developer's predecessor in interest Lennar Mare Island (LMI), and recorded on September 12, 2001 as Instrument No. 2001-104427 of the Official Records of Solano County, California, and as amended by the First Amendment dated November 30, 2004, entered into between City and LMI and recorded on January 14, 2005 as Instrument No. 2005-00006646 of the Official Records of Solano County, California and as extended by the Acknowledgement of Development Agreement First Extension, entered into between City and LMI on November 18, 2015 and recorded on November 19, 2015 as Instrument No. 2015-00104717 of the Official Records of Solano County, California (collectively referred to as the "Development Agreement").

The City has performed an annual review of Developer's good faith compliance with the terms of the Development Agreement and on June 21, 2021 determined Developer to generally be compliant.

Pursuant to Section 1.3.2 of the Development Agreement, City acknowledges and finds that Developer has no uncured material default, as that term is defined by the Development Agreement, which would cause City to deny, condition or shorten the term of the Development Agreement. However, as noted during the annual review of the DA on June 21, 2021, under the terms of the DA Section 2.2, the Developer is obligated to faithfully comply with the terms of the Acquisition Agreement (AA). Per Section 7.3.4 of the AA, Developer is required to pay the City "Gross Lease Revenues" equal to five percent (5%) of the Gross Lease Revenues from subleases of the Sub-LIFOC (Lease in

Furtherance of Conveyance) Parcels and the Reuse Area Subleases. This Gross Lease Revenue was in fact paid to the City for approximately fifteen (15) years. However, effective December 2017, LMI ceased making payments to the City. Annualized payments to the City under this section typically exceeded \$400,000. This issue was flagged in 2019 during the annual review, and again in the June 21, 2021 annual review. The City and Developer are actively working on a resolution to this issue and believe that this issue should not hold up extension of the DA at this time.

Accordingly, the City and Developer acknowledge that the term of the Development Agreement shall continue to run from the First Extension Term expiration of September 11, 2021 through the Second Extension of September 11, 2026, as defined under the Development Agreement.

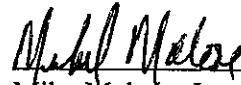
None of the rights or obligations of City or Developer under the Development Agreement are modified by this Acknowledgment.

DEVELOPER: THE NIMITZ GROUP, LLC  
a California limited liability company

CITY OF VALLEJO,  
a municipal corporation

By:

By:



Mike Malone, Interim City Manager

Name: \_\_\_\_\_

DATE: 1/25/2022

Title: \_\_\_\_\_

ATTEST:

By:



Dawn G. Abrahamson, City Clerk

DATE: \_\_\_\_\_

APPROVED AS TO CONTENT:

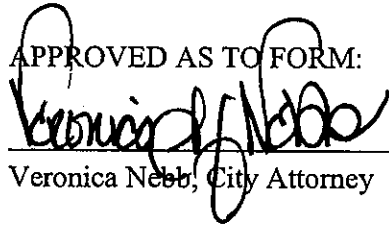
By:



Gillian Hayes, Interim Assistant  
City Manager

(City Seal)

APPROVED AS TO FORM:



Veronica Nebb, City Attorney

Note: Please acknowledge signature(s) before a Public Notary on 8 1/2 x 11 inch sheet.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

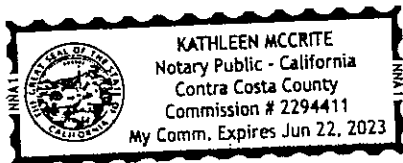
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Solano )  
 On 1-25-2022 before me, Kathleen McCrite, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Michael Malone  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Kathleen McCrite  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Furtherance of Conveyance) Parcels and the Reuse Area Subleases. This Gross Lease Revenue was in fact paid to the City for approximately fifteen (15) years. However, effective December 2017, LMI ceased making payments to the City. Annualized payments to the City under this section typically exceeded \$400,000. This issue was flagged in 2019 during the annual review, and again in the June 21, 2021 annual review. The City and Developer are actively working on a resolution to this issue and believe that this issue should not hold up extension of the DA at this time.

Accordingly, the City and Developer acknowledge that the term of the Development Agreement shall continue to run from the First Extension Term expiration of September 11, 2021 through the Second Extension of September 11, 2026, as defined under the Development Agreement.

None of the rights or obligations of City or Developer under the Development Agreement are modified by this Acknowledgment.

DEVELOPER: THE NIMITZ GROUP, LLC  
a California limited liability company

CITY OF VALLEJO,  
a municipal corporation

By: Thomas J. D'Alesandro

By: \_\_\_\_\_  
Mike Malone, Interim City Manager

Name: Thomas J. D'Alesandro

DATE: \_\_\_\_\_

Title: President, West Coast Ops.

Southern Land company  
Manager of The Nimitz Group

ATTEST:

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

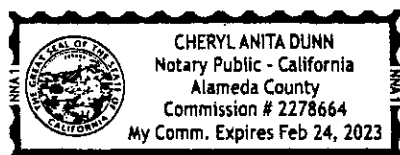
Dawn G. Abrahamson, City Clerk

DATE: January 28, 2022

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Gillian Hayes, Interim Assistant  
City Manager

(City Seal)



APPROVED AS TO FORM:

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

Note: Please acknowledge signature(s) before a Public Notary on 8 1/2 x 11 inch sheet.

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of Solano

On 1.28.2022

Date

before me,

Cheryl Anita Dunn

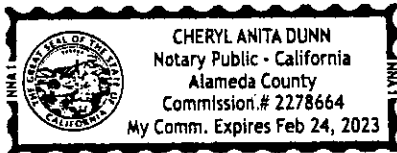
Here Insert Name and Title of the Officer

personally appeared

Thomas Dalesandro

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Cheryl Dunn

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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OFFICE OF THE CITY CLERK, 3<sup>RD</sup> FLOOR  
P. O. BOX 3068  
555 SANTA CLARA STREET  
VALLEJO, CA 94590

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Solano County  
Doc#: 201500104717  
11/19/2015 2:28 PM

**EXEMPT FROM RECORDING FEES  
PURSUANT TO GOVERNMENT CODE  
SECTION 6103**

**CONFORMED COPY**

**CITY OF VALLEJO**

**ACKNOWLEDGEMENT OF DEVELOPMENT AGREEMENT  
FIRST EXTENSION WITH LENNAR MARE ISLAND, LLC**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

CITY OF VALLEJO  
OFFICE OF CITY CLERK, 3<sup>RD</sup> FLOOR  
555 SANTA CLARA STREET  
VALLEJO, CA 94590

ABOVE SPACE FOR RECORDER'S USE

ACKNOWLEDGEMENT OF DEVELOPMENT AGREEMENT  
FIRST EXTENSION

THIS ACKNOWLEDGMENT OF DEVELOPMENT AGREEMENT FIRST EXTENSION (the "Acknowledgment") is executed as of November 18, 2015, between LENNAR MARE ISLAND, LLC, a California limited liability company ("Developer") and the CITY OF VALLEJO, a municipal corporation ("City").

City has received a request dated July 10, 2015 from Developer that City acknowledge the First Extension to the term of that Development Agreement for Mare Island dated September 12, 2001, entered into between City and Developer, and recorded on September 12, 2001 as Instrument No. 2001-104427 of the Official Records of Solano County, California, and as amended by the First Amendment dated November 30, 2004, entered into between City and Developer, and recorded on January 14, 2005 as Instrument No. 2005-00006646 of the Official Records of Solano County, California (collectively referred to as the "Development Agreement").

The City has performed an annual review of Developer's good faith compliance with the terms of the Development Agreement over the past 14 years since the Development Agreement was entered into and each year City has determined that Developer has been in good faith compliance with the Development Agreement, including the City's most recent determination of Developer's compliance on June 1, 2015.

Pursuant to Section 1.3.2 of the Development Agreement, City acknowledges and finds that Developer has no uncured material default, as that term is defined by the Development Agreement, which would enable City to deny, condition or shorten the term of the Development Agreement. Accordingly, the City and Developer acknowledge that the term of the Development Agreement shall continue to run from the Initial Term expiration of September 11, 2016 through the First Extension of September 11, 2021 as defined under the Development Agreement.

None of the rights or obligations of City or Developer under the Development Agreement are modified by this Acknowledgment.

DEVELOPER: LENNAR MARE ISLAND, LLC,  
a California limited liability company

By: Lennar Homes of California, Inc.,  
a California corporation,  
Its sole member

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

(City Seal)

CITY OF VALLEJO,  
a municipal corporation

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

Daniel E. Keen  
City Manager

DATE: \_\_\_\_\_

ATTEST:

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

Dawn Abrahamson  
City Clerk

APPROVED AS TO CONTENT:

Andrea Ouse

Community and Economic Development  
Director

APPROVED AS TO FORM:

Claudia Quintana

City Attorney

Note: Please acknowledge signature(s) before a Public Notary on 8 ½ x 11 inch sheet.

## ACKNOWLEDGMENT

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

State of California  
County of Solano

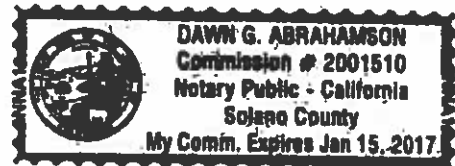
On October 26, 2015 before me, Dawn G. Abrahamson, Notary Public  
(insert name and title of the officer)

personally appeared Daniel E. Keen  
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 *Dawn G. Abrahamson* (Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

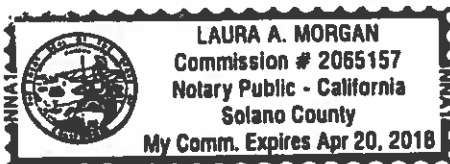
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Solano )  
 On October 16, 2015 before me, Laura A. Morgan, Notary  
 Date Here Insert Name and Title of the Officer  
 personally appeared Thomas Sheff  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Laura Morgan  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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

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

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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

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 IN THE YEAR 1800  
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 IN THE YEAR 1800

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 IN THE YEAR 1800

**WHEN RECORDED, MAIL TO:**

OFFICE OF CITY CLERK  
CITY OF VALLEJO  
555 SANTA CLARA STREET  
VALLEJO, CA 94590

**EXEMPT FROM RECORDING FEES  
PURSUANT TO GOVERNMENT CODE  
SECTION 6103**

Recorded In Official Records,  
Solano County  
Doc#: 202200010113  
2/8/2022 11:38:54 AM

**CONFORMED COPY**

**CITY OF VALLEJO  
NOTICE OF COMPLETION  
  
ACKNOWLEDGEMENT OF DEVELOPMENT AGREEMENT SECOND EXTENSION**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN  
TO:

CITY OF VALLEJO  
OFFICE OF CITY CLERK, 3<sup>RD</sup> FLOOR  
555 SANTA CLARA STREET  
VALLEJO, CA 94590

ABOVE SPACE FOR RECORDER'S USE

ACKNOWLEDGEMENT OF DEVELOPMENT AGREEMENT  
SECOND EXTENSION

THIS ACKNOWLEDGMENT OF DEVELOPMENT AGREEMENT SECOND EXTENSION (the "Acknowledgment") is executed as of August 24, 2021, between THE NIMITZ GROUP, LLC, a California limited liability company ("Developer") and the CITY OF VALLEJO, a municipal corporation ("City").

City has received a request dated May 6, 2021 from Developer that City acknowledge the Second Extension to the term of that Development Agreement for Mare Island dated September 12, 2001, entered into between City and Developer's predecessor in interest Lennar Mare Island (LMI), and recorded on September 12, 2001 as Instrument No. 2001-104427 of the Official Records of Solano County, California, and as amended by the First Amendment dated November 30, 2004, entered into between City and LMI and recorded on January 14, 2005 as Instrument No. 2005-00006646 of the Official Records of Solano County, California and as extended by the Acknowledgement of Development Agreement First Extension, entered into between City and LMI on November 18, 2015 and recorded on November 19, 2015 as Instrument No. 2015-00104717 of the Official Records of Solano County, California (collectively referred to as the "Development Agreement").

The City has performed an annual review of Developer's good faith compliance with the terms of the Development Agreement and on June 21, 2021 determined Developer to generally be compliant.

Pursuant to Section 1.3.2 of the Development Agreement, City acknowledges and finds that Developer has no uncured material default, as that term is defined by the Development Agreement, which would cause City to deny, condition or shorten the term of the Development Agreement. However, as noted during the annual review of the DA on June 21, 2021, under the terms of the DA Section 2.2, the Developer is obligated to faithfully comply with the terms of the Acquisition Agreement (AA). Per Section 7.3.4 of the AA, Developer is required to pay the City "Gross Lease Revenues" equal to five percent (5%) of the Gross Lease Revenues from subleases of the Sub-LIFOC (Lease in

Furtherance of Conveyance) Parcels and the Reuse Area Subleases. This Gross Lease Revenue was in fact paid to the City for approximately fifteen (15) years. However, effective December 2017, LMI ceased making payments to the City. Annualized payments to the City under this section typically exceeded \$400,000. This issue was flagged in 2019 during the annual review, and again in the June 21, 2021 annual review. The City and Developer are actively working on a resolution to this issue and believe that this issue should not hold up extension of the DA at this time.

Accordingly, the City and Developer acknowledge that the term of the Development Agreement shall continue to run from the First Extension Term expiration of September 11, 2021 through the Second Extension of September 11, 2026, as defined under the Development Agreement.

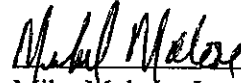
None of the rights or obligations of City or Developer under the Development Agreement are modified by this Acknowledgment.

DEVELOPER: THE NIMITZ GROUP, LLC  
a California limited liability company

CITY OF VALLEJO,  
a municipal corporation

By:

By:



Mike Malone, Interim City Manager

Name: \_\_\_\_\_

DATE: 1/25/2022

Title: \_\_\_\_\_

ATTEST:

By:

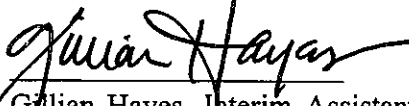


Dawn G. Abrahamson, City Clerk

DATE: \_\_\_\_\_

APPROVED AS TO CONTENT:

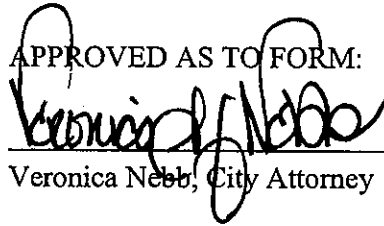
By:



Gillian Hayes, Interim Assistant  
City Manager

(City Seal)

APPROVED AS TO FORM:



Veronica Nebb, City Attorney

Note: Please acknowledge signature(s) before a Public Notary on 8 1/2 x 11 inch sheet.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

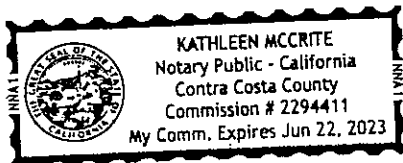
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Solano )  
 On 1-25-2022 before me, Kathleen McCrite, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Michael Malone  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Kathleen McCrite  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Furtherance of Conveyance) Parcels and the Reuse Area Subleases. This Gross Lease Revenue was in fact paid to the City for approximately fifteen (15) years. However, effective December 2017, LMI ceased making payments to the City. Annualized payments to the City under this section typically exceeded \$400,000. This issue was flagged in 2019 during the annual review, and again in the June 21, 2021 annual review. The City and Developer are actively working on a resolution to this issue and believe that this issue should not hold up extension of the DA at this time.

Accordingly, the City and Developer acknowledge that the term of the Development Agreement shall continue to run from the First Extension Term expiration of September 11, 2021 through the Second Extension of September 11, 2026, as defined under the Development Agreement.

None of the rights or obligations of City or Developer under the Development Agreement are modified by this Acknowledgment.

DEVELOPER: THE NIMITZ GROUP, LLC  
a California limited liability company

CITY OF VALLEJO,  
a municipal corporation

By: Thomas J. D'Alessandro

By: \_\_\_\_\_  
Mike Malone, Interim City Manager

Name: Thomas J. D'Alessandro

DATE: \_\_\_\_\_

Title: President, West Coast Ops.

Southern Land company  
Manager of The Nimitz Group

ATTEST:

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

Dawn G. Abrahamson, City Clerk

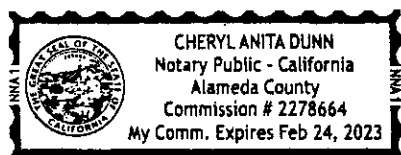
DATE: January 28, 2022

APPROVED AS TO CONTENT:

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

Gillian Hayes, Interim Assistant  
City Manager

(City Seal)



APPROVED AS TO FORM:

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

Note: Please acknowledge signature(s) before a Public Notary on 8 1/2 x 11 inch sheet.

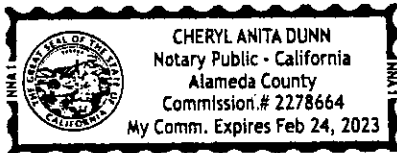
**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California  
 County of Solano  
 On 1.28.2022 before me, Cheryl Anita Dunn  
 Date Here Insert Name and Title of the Officer  
 personally appeared \_\_\_\_\_  
 Name(s) of Signer(s)

Thomas Dalesandro  
 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 Cheryl Dunn  
 Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

☐ Corporate Officer – Title(s): \_\_\_\_\_ ☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_