

**COVENANT**

RECORDING REQUESTED BY:

City of Alameda  
Base Reuse Department  
2263 Santa Clara Avenue  
Alameda, California 94501  
Attention:  
Chief Operating Officer - Alameda Point

WHEN RECORDED, MAIL TO:

Department of Toxic Substances  
Control  
700 Heinz Avenue  
Berkeley, CA 94710  
Attention: Emily Mortazavi

This document is exempt from  
payment of a recording fee  
pursuant to California Government  
Code §27383

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION  
(Re: Parcel No. ALA-81-EDC (partial) - DTSC Site Code  
201971)

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This Covenant and Agreement (Covenant) is made by and between the City of Alameda (City or the Covenantor), the current owner of certain property, situated in the City of Alameda, County of Alameda, State of California, described and depicted in Exhibit "A" (the Property), and the Department of Toxic Substances Control (Department). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence of hazardous materials as defined in California Health and Safety Code section 25260. The Covenanter and the Department, collectively referred to as the "Parties",

hereby agree that, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, the use of the Property be restricted as set forth in this Covenant; and that the Covenant shall conform with the requirements of the California Code of Regulations, title 22, section 67391.1.

ARTICLE I  
STATEMENT OF FACTS

1.1 Property Location. The Property, as depicted on Exhibit "A", is made up of approximately one acre, and is located within the Former Alameda Point Naval Air Station (NAS Alameda), Alameda, California. The hazardous substances of concern are located under the Property within the marsh crust and subtidal area (defined below), as depicted on Exhibit "B".

1.2 Site History. The "marsh crust" means the underground layer that is the remnant of the tidal marsh that existed along the shoreline of Alameda Island before filling to create additional dry land. In many places, this layer contains hazardous materials from former industrial discharges that were retained in the historic marsh before filling. These hazardous materials include petroleum hydrocarbons (TPH) and polynuclear aromatic hydrocarbons (PAHs). The marsh crust is a generally continuous underground layer, at depths of 4 to 20 feet bgs, that extends Bay-ward of the original mean high tide line of Alameda Island, before filling, throughout the intertidal area that was filled. The "former subtidal area" is a layer of sediment that may be contaminated with semivolatile organic compounds (SVOCs) that was deposited on tidal flats at the western end of NAS Alameda rather than on the marshes.

The marsh crust is located under two adjoining naval installations in Alameda: Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex (Annex), and NAS Alameda. The former subtidal area is located on NAS Alameda west of the marsh crust. NAS Alameda was listed on the U.S. Environmental Protection Agency (U.S. EPA) National Priorities List (NPL) under CERCLA in July 1999. However, the NPL listing specifically excluded the marsh crust and former subtidal area and the Annex.

1.3 Decision Document. The "Remedial Action Plan/Record of Decision for the Marsh Crust at the Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda

Annex and for the Marsh Crust and Former Subtidal Area at Alameda Point" (RAP/ROD) was approved and finalized February 2, 2001. The RAP/ROD requires environmental restrictions in the Navy deed and a separate covenant to restrict use of Property between the Department and City at the time of transfer. This Property is the subject of Finding of Suitability to Transfer Phase 3B, Former Naval Air Station Alameda, Alameda, California, August 7,, 2017. The NAS Alameda property transferred from the Navy to the City on \_\_\_\_\_, 2017, and this Covenant is fulfilling the requirements in the RAP/ROD.

1.4 City Excavation Ordinance. The City adopted City of Alameda Ordinance No. 2824 on February 15, 2000, which prohibits engaging in any excavation below specified threshold depths without an excavation permit and without taking proper measures to ensure that workers are not unduly exposed and that all contaminated material brought to the surface is properly disposed. The City will directly implement and enforce the Ordinance.

1.5 Basis for Covenant. As a result of the presence of hazardous substances in the Property, which are also hazardous materials as defined in California Health and Safety Code section 25260, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department has also concluded that the Property, when used in compliance with this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

## ARTICLE II DEFINITIONS

2.1 Department. "Department" means the Department of Toxic Substances Control and includes its successor agencies, if any.

2.2 Excavation ordinance. "Excavation ordinance" means City of Alameda Ordinance No. 2824, which is incorporated herein by this reference.

2.3 Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.3 Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.4 Occupant. "Occupant" means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.5 Owner. "Owner" means the Covenanter, and any successor in interest including any heir and assign, who at any time holds title to all or any portion of the Property.

2.6 Threshold depth. "Threshold depth" is the elevation above which there is little likelihood that hazardous materials from the marsh crust would have mixed during filling. The threshold depth for any location at the Property is shown on an exhibit to the Excavation ordinance and will be derived from the RAP/ROD or other applicable remedial decision document. The current Threshold depth is depicted on Exhibit "B".

### ARTICLE III GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471, (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by, the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and the Owners' heirs, successors, and assignees. Pursuant to Civil Code section

1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.4. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering the Covenant.

#### ARTICLE IV

#### RESTRICTIONS AND REQUIREMENTS

4.1 Prohibited Activities. The following activities are prohibited on the Property: Engaging in any excavation below the threshold depth without (a) a City excavation permit; or (b) if the excavation ordinance has been repealed, or if the Department has made a

written determination with thirty (30) days prior written notice to the City that the excavation ordinance does not comport with the intent of this Covenant, then a permitted excavation may be conducted only in accordance with a written approval issued by the Department. Owner's application for such an approval shall be submitted to the Department and shall otherwise comply with the permit application requirements of the last version of the excavation ordinance or such other requirements as the Department may specify.

4.3 Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety or the environment.

## ARTICLE V ENFORCEMENT

5.1 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

## ARTICLE VI VARIANCE REMOVAL AND TERM

6.1 Variance. Any person may apply to the Department for a written variance from one of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2 Removal. Any person may apply to the Department to remove any of the restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3 Term. Unless ended in accordance with paragraph 6. 2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII  
MISCELLANEOUS

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

7.2 Recordation. The Covenanter shall record this Covenant, with all referenced Exhibits, in the County of Alameda within 10 days of the Covenanter's receipt of a fully executed original.

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

To Owner:

City of Alameda  
Base Reuse Department  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Attention: Chief Operating Officer-Alameda Point

To Department:

California Environmental Protection Agency  
Department of Toxic Substances Control  
700 Heinz Avenue  
Berkeley, CA 94710  
Attention: Emily Mortazavi, Project Manager

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

7.4 Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.5 Statutory References. All statutory or regulatory references include successor provisions.

7.6 Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenanter: City of Alameda

By:

Title:

Date:

Department of Toxic Substances Control:

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

Karen M. Toth, P.E.  
Unit Chief  
Brownfields and Environmental Restoration Program

Date: \_\_\_\_\_



Page reserved for notary

Page reserved for notary

EXHIBIT "A"

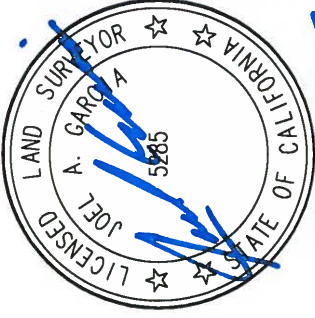
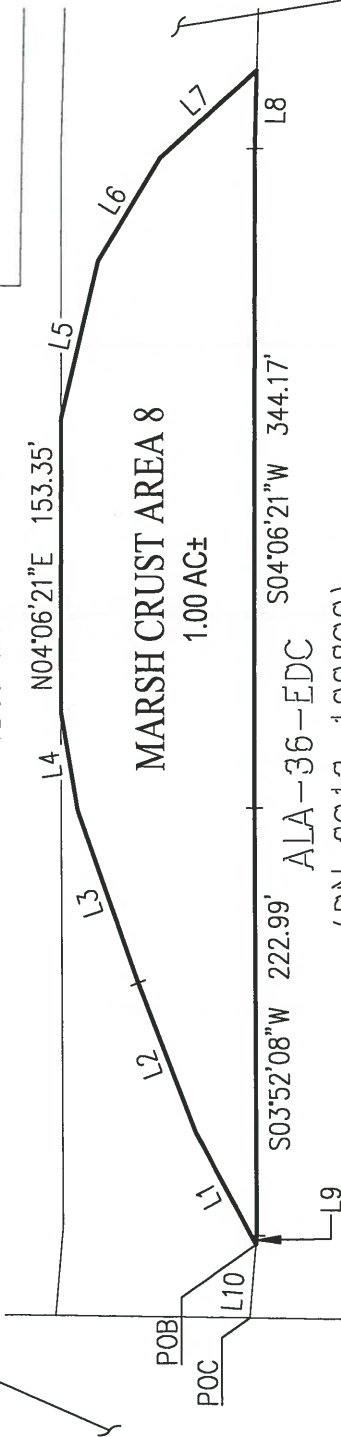
LEGAL DESCRIPTIONS AND PLATS OF PROPERTY



SCALE: 1"=100'

ALA-21-EDC

PARCEL 1 (PORTION)  
RECORD OF SURVEY NO. 1816  
28 RS 14  
ALA-18-EDC  
(DN 2013-199794)



08-23-2017

PARCEL 1 (PORTION)  
RECORD OF SURVEY NO. 1816  
28 RS 14

LINE TABLE		
NO	BEARING	LENGTH
L6	N34°56'13"E	62.64'
L7	N51°30'51"E	67.75'
L8	S05°27'37"W	40.84'
L9	S08°51'12"W	4.60'
L10	N08°51'12"E	38.61'

LINE TABLE		
NO	BEARING	LENGTH
L1	N23°53'07"W	66.13'
L2	N16°41'37"W	83.56'
L3	N15°06'27"W	95.02'
L4	N05°24'46"W	51.77'
L5	N17°05'51"E	84.45'



GRAPHIC SCALE

**LEGEND:**

POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT

SHEET 1 OF 1

**NOTE:**  
COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816 (28 RS 14).

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

MARSH CRUST AREA 8  
ALAMEDA, CALIFORNIA  
AUGUST 23, 2017

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
2633 CAMINO RAMON, SUITE 350  
SAN RAMON, CALIFORNIA, (925) 866-0322

**LEGAL DESCRIPTION  
MARSH CRUST AREA 8  
ALAMEDA, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERN CORNER OF PARCEL ALA-36-EDC, AS SAID PARCEL ALA-36-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199809, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL ALA-36-EDC, NORTH 08°51'12" EAST 38.61 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID WESTERN LINE, NORTH 23°53'07" WEST 66.13 FEET;

THENCE, NORTH 16°41'37" WEST 83.56 FEET;

THENCE, NORTH 15°06'27" WEST 95.02 FEET;

THENCE, NORTH 05°24'46" WEST 51.77 FEET TO THE EASTERN LINE OF PARCEL ALA-18-EDC, AS SAID PARCEL ALA-36-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199794, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID EASTERN LINE OF PARCEL ALA-18-EDC, NORTH 04°06'21" EAST 153.35 FEET;

THENCE, LEAVING SAID EASTERN LINE OF PARCEL ALA-18-EDC, NORTH 17°05'51" EAST 84.45 FEET;

THENCE, NORTH 34°56'13" EAST 62.64 FEET;

THENCE, NORTH 51°30'51" EAST 67.75 FEET TO SAID WESTERN LINE OF PARCEL ALA-36-EDC;

THENCE, ALONG SAID WESTERN LINE OF PARCEL ALA-36-EDC, THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 05°27'37" WEST 40.84 FEET;

2) SOUTH 04°06'21" WEST 344.17 FEET;

3) SOUTH 03°52'08" WEST 222.99 FEET;

4) SOUTH 08°51'12" WEST 4.60 FEET TO SAID POINT OF BEGINNING.

CONTAINING 43,606 SQUARE FEET OR 1.00 ACRES OF LAND, MORE OR LESS.

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 14, ALAMEDA COUNTY RECORDS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

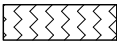
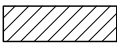





*Joel Garcia*  
\_\_\_\_\_  
JOEL GARCIA, P.L.S.  
L.S. NO. 5285  
*08-23-2017*


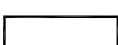
EXHIBIT "B"

FIGURE DEPICTING PROPERTY SUBJECT TO MARSH CRUST CRUP

**PROPERTY SUBJECT TO MARSH CRUST CRUP (16.5 AC±)**

-  EXCAVATION PERMIT REQUIRED FOR EXCAVATIONS BELOW MEAN HIGHER HIGH TIDE
-  EXCAVATION PERMIT REQUIRED FOR EXCAVATIONS BELOW 5 FEET
-  EXCAVATION PERMIT REQUIRED FOR EXCAVATIONS BELOW 10 FEET
-  EXTENT OF FORMER SUBTIDAL AREA
-  EXTENT OF FORMER ISLAND 1865 (RADBRUCH 1957)

**LEGEND**

-  APPROXIMATE SHORELINE
-  PHASE 3B CONVEYANCE BOUNDARY

# ALAMEDA POINT EXHIBIT B

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

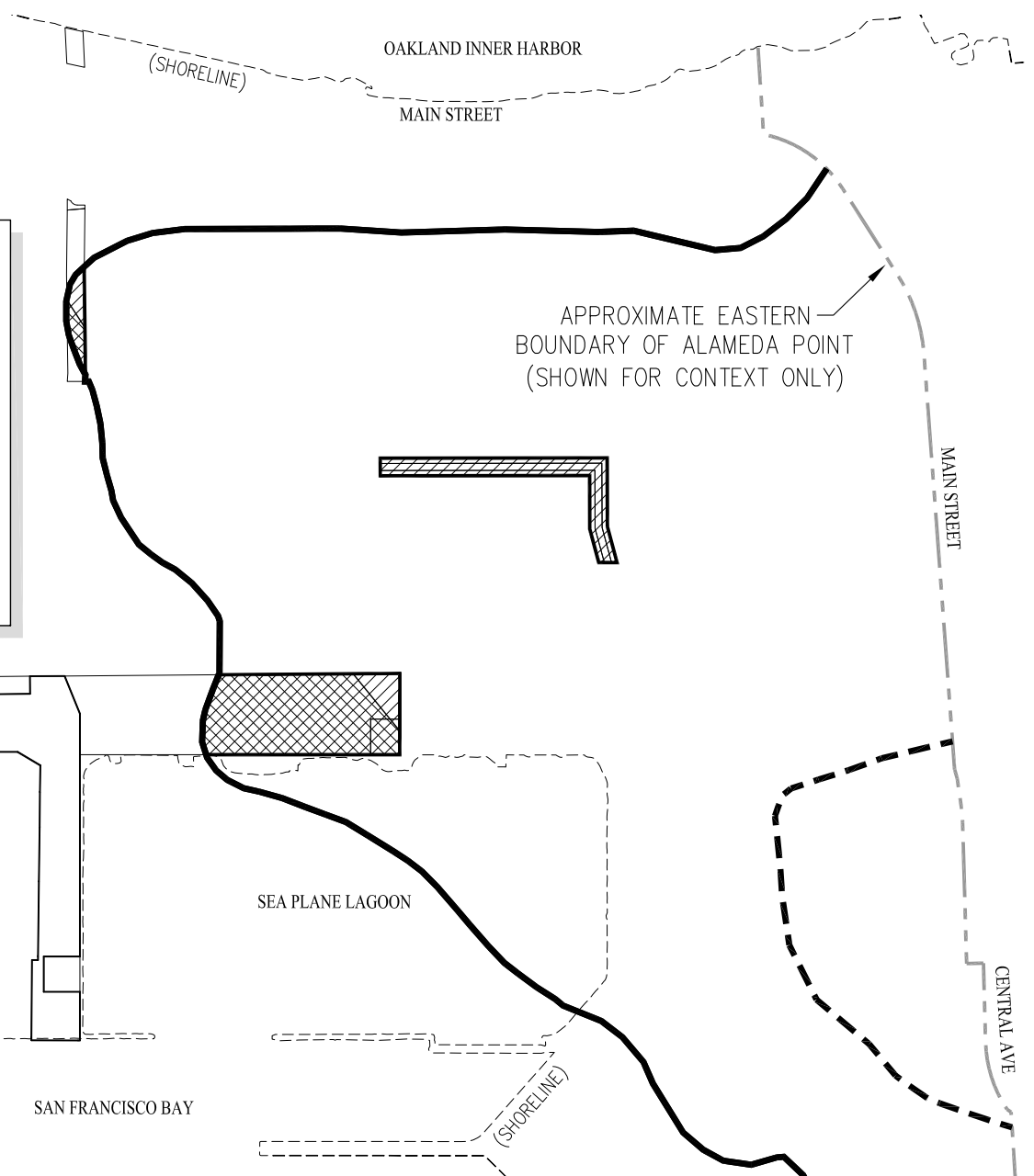
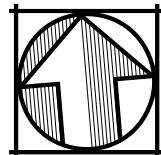
DATE: AUGUST 24, 2017 SCALE: 1" = 1,000'



Carlson, Barbee & Gibson, Inc.  
CIVIL ENGINEERS • SURVEYORS • PLANNERS

2833 CAMINO RAMON, SUITE 350  
SAN RAMON, CALIFORNIA 94583

(925) 866-0322  
FAX (925) 866-8575





**COVENANT**

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COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Parcel No. ALA-82-EDC, ALA-83-EDC and ALA-84-  
EDC - DTSC Site Code 201971)

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ARTICLE I  
STATEMENT OF FACTS

1.1 Property Location. The Property, as depicted on Exhibit "A", is made up of three parcels, ALA-82-EDC, ALA-83-EDC and ALA-84-EDC comprising approximately 1.28, 1.64 and 1.18 acres respectively and totaling approximately 4.1 acres, and is located within the Former Alameda Point Naval Air Station (NAS Alameda), Alameda, California. The hazardous substances of concern are located under the Property within the marsh crust and subtidal area (defined below), as depicted on Exhibit "B".

1.2 Site History. The "marsh crust" means the underground layer that is the remnant of the tidal marsh that existed along the shoreline of Alameda Island before filling to create additional dry land. In many places, this layer contains hazardous materials from former industrial discharges that were retained in the historic marsh before filling. These hazardous materials include petroleum hydrocarbons (TPH) and polynuclear aromatic hydrocarbons (PAHs). The marsh crust is a generally continuous underground layer, at depths of 4 to 20 feet bgs, that extends Bay-ward of the original mean high tide line of Alameda Island, before filling, throughout the intertidal area that was filled. The "former subtidal area" is a layer of sediment that may be contaminated with semivolatile organic compounds (SVOCs) that was deposited on tidal flats at the western end of NAS Alameda rather than on the marshes.

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1.3 Decision Document. The "Remedial Action Plan/Record of Decision for the Marsh Crust at the Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex and for the Marsh Crust and Former Subtidal Area at Alameda Point" (RAP/ROD) was approved and finalized February 2, 2001. The RAP/ROD requires environmental restrictions in the Navy deed and a separate covenant to restrict use of Property between the Department and City at the time of transfer. This Property is the subject of Finding of Suitability to Transfer Phase 3B, Former Naval Air Station Alameda, Alameda, California, August 7,, 2017. The NAS Alameda property transferred from the Navy to the City on \_\_\_\_\_, 2017, and this Covenant is fulfilling the requirements in the RAP/ROD.

1.4 City Excavation Ordinance. The City adopted City of Alameda Ordinance No. 2824 on February 15, 2000, which prohibits engaging in any excavation below specified threshold depths without an excavation permit and without taking proper measures to ensure that workers are not unduly exposed and that all contaminated material brought to the surface is properly disposed. The City will directly implement and enforce the Ordinance.

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2.6 Threshold depth. "Threshold depth" is the elevation above which there is little likelihood that hazardous materials from the marsh crust would have mixed during filling. The threshold depth for any location at the Property is shown on an exhibit to the Excavation ordinance and will be derived from the RAP/ROD or other applicable remedial decision document. The current Threshold depth is depicted on Exhibit "B".

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the Owners and the Owners' heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.4. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5 Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering the Covenant.

#### ARTICLE IV RESTRICTIONS AND REQUIREMENTS

4.1 Prohibited Activities. The following activities are prohibited on the Property:

Engaging in any excavation below the threshold depth without (a) a City excavation permit; or (b) if the excavation ordinance has been repealed, or if the Department has made a written determination with thirty (30) days prior written notice to the City that the excavation ordinance does not comport with the intent of this Covenant, then a permitted excavation may be conducted only in accordance with a written approval issued by the Department. Owner's application for such an approval shall be submitted to the Department and shall otherwise comply with the permit application requirements of the last version of the excavation ordinance or such other requirements as the Department may specify.

4.3 Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety or the environment.

## ARTICLE V ENFORCEMENT

5.1 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

## ARTICLE VI VARIANCE REMOVAL AND TERM

6.1 Variance. Any person may apply to the Department for a written variance from one of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2 Removal. Any person may apply to the Department to remove any of the restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3 Term. Unless ended in accordance with paragraph 6. 2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII  
MISCELLANEOUS

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

7.2 Recordation. The Covenanter shall record this Covenant, with all referenced Exhibits, in the County of Alameda within 10 days of the Covenanter's receipt of a fully executed original.

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

To Owner:

City of Alameda  
Base Reuse Department  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Attention: Chief Operating Officer-Alameda Point

To Department:

California Environmental Protection Agency  
Department of Toxic Substances Control  
700 Heinz Avenue

Berkeley, CA 94710  
Attention: Emily Mortazavi, Project Manager

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

7.4 Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.5 Statutory References. All statutory or regulatory references include successor provisions.

7.6 Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenanter: City of Alameda

By:

Title:

Date:

Department of Toxic Substances Control:

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

Karen M. Toth, P.E.  
Unit Chief  
Brownfields and Environmental Restoration Program

Date: \_\_\_\_\_



Page reserved for notary

Page reserved for notary

EXHIBIT "A"

LEGAL DESCRIPTIONS AND PLATS OF PROPERTY

ALA-39-EDC  
(DN 2013-199811)  
S85°18'21"E 527.50'

ALA-37-EDC  
(DN 2013-199810)  
S85°18'21"E 758.68'

L2

N85°18'21"W 1186.03'

PARCEL 1  
(PORTION)  
RECORD OF  
SURVEY NO. 1816  
28 RS 14

MARSH CRUST AREA 9  
4.10 AC±

ALA-41-EDC



NOTE:

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816 (28 RS 14).



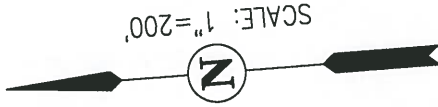
GRAPHIC SCALE

LINE TABLE		BEARING	LENGTH
L1		N85°08'27"W	103.59'
L2		N04°26'18"E	100.00'

LEGEND:

POB = POINT OF BEGINNING

SHEET 1 OF 1



N04°31'45"E 304.10'  
W, 55°51'01"N 195.6856'  
E, 55°51'01"S 209.93'  
S04°31'45"W 390.83'

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

MARSH CRUST AREA 9  
ALAMEDA, CALIFORNIA  
AUGUST 23, 2017

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
2633 CAMINO RAMON, SUITE 350  
SAN RAMON, CALIFORNIA, (925) 866-0322

**LEGAL DESCRIPTION  
MARSH CRUST AREA 9  
ALAMEDA, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF PARCEL ALA-39-EDC, AS SAID PARCEL ALA-39-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199811, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHERN LINE OF SAID PARCEL ALA-39-EDC, SOUTH 85°18'21" EAST 527.50 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF PARCEL ALA-37-EDC, AS SAID PARCEL ALA-37-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199810, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID EXTERIOR BOUNDARY OF SAID PARCEL ALA-37-EDC (DN 2013-199810), THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 85°18'21" EAST 758.68 FEET,
- 2) SOUTH 04°31'45" WEST 390.83 FEET AND
- 3) SOUTH 10°15'35" EAST 209.93 FEET;

THENCE, LEAVING SAID EXTERIOR BOUNDARY OF SAID PARCEL ALA-37-EDC, NORTH 85°08'27" WEST 103.59 FEET TO THE EXTERIOR BOUNDARY OF PARCEL ALA-40-EDC, AS SAID PARCEL ALA-40-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199812, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID EXTERIOR BOUNDARY OF PARCEL ALA-40-EDC (DN 2013-199812), THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 10°15'35" WEST 195.89 FEET;
- 2) NORTH 04°31'45" EAST 304.10 FEET AND
- 3) NORTH 85°18'21" WEST 1186.03 FEET;


THENCE, LEAVING SAID EXTERIOR BOUNDARY OF PARCEL ALA-40-EDC, NORTH 04°26'18" EAST 100.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 4.10 ACRES OF LAND, MORE OR LESS.

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 14, ALAMEDA COUNTY RECORDS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

  
\_\_\_\_\_  
JOEL GARCIA, P.L.S.  
L.S. NO. 5285

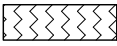
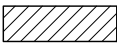



08-23-2017




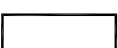
EXHIBIT "B"

FIGURE DEPICTING PROPERTY SUBJECT TO MARSH CRUST CRUP

**PROPERTY SUBJECT TO MARSH CRUST CRUP (16.5 AC±)**

-  EXCAVATION PERMIT REQUIRED FOR EXCAVATIONS BELOW MEAN HIGHER HIGH TIDE
-  EXCAVATION PERMIT REQUIRED FOR EXCAVATIONS BELOW 5 FEET
-  EXCAVATION PERMIT REQUIRED FOR EXCAVATIONS BELOW 10 FEET
-  EXTENT OF FORMER SUBTIDAL AREA
-  EXTENT OF FORMER ISLAND 1865 (RADBRUCH 1957)

**LEGEND**

-  APPROXIMATE SHORELINE
-  PHASE 3B CONVEYANCE BOUNDARY

# ALAMEDA POINT EXHIBIT B

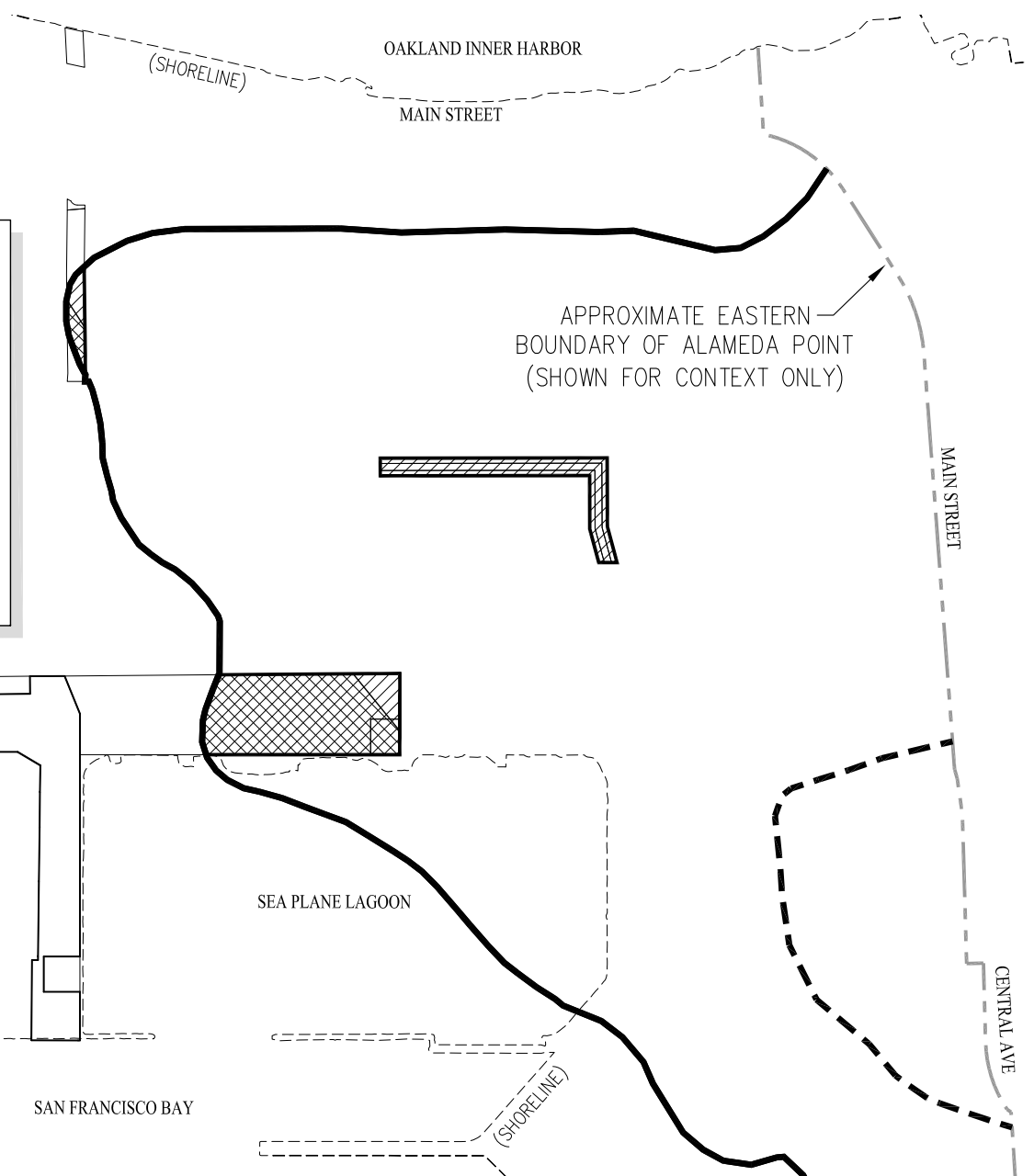
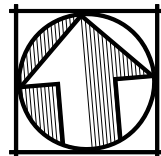
CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA  
DATE: AUGUST 24, 2017 SCALE: 1" = 1,000'



Carlson, Barbee & Gibson, Inc.  
CIVIL ENGINEERS • SURVEYORS • PLANNERS

2833 CAMINO RAMON, SUITE 350  
SAN RAMON, CALIFORNIA 94583

(925) 866-0322  
FAX (925) 866-8575





**COVENANT**

RECORDING REQUESTED BY:

City of Alameda  
Base Reuse Department  
2263 Santa Clara Avenue  
Alameda, California 94501  
Attention:  
Chief Operating Officer - Alameda Point

WHEN RECORDED, MAIL TO:

Department of Toxic Substances  
Control  
700 Heinz Avenue  
Berkeley, CA 94710  
Attention: Emily Mortazavi

This document is exempt from  
payment of a recording fee  
pursuant to California Government  
Code §27383

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Parcel No. ALA-85-EDC and ALA-86-EDC - DTSC Site  
Code 201971)

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This Covenant and Agreement (Covenant) is made by and between the City of Alameda (City or the Covenantor), the current owner of certain property, situated in the City of Alameda, County of Alameda, State of California, described and depicted in Exhibit "A" (the Property), and the Department of Toxic Substances Control (Department). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence of hazardous materials as defined in California Health and Safety Code section 25260. The Covenanter and the Department, collectively referred to as the "Parties",

hereby agree that, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, the use of the Property be restricted as set forth in this Covenant; and that the Covenant shall conform with the requirements of the California Code of Regulations, title 22, section 67391.1.

ARTICLE I  
STATEMENT OF FACTS

1.1 Property Location. The Property, as depicted on Exhibit "A", is made up of three parcels, ALA-85-EDC and ALA-86-EDC comprising approximately 0.77 and 10.69 acres respectively, and totaling approximately 11.46 acres, and is located within the Former Alameda Point Naval Air Station (NAS Alameda), Alameda, California. The hazardous substances of concern are located under the Property within the marsh crust and subtidal area (defined below), as depicted on Exhibit "B".

1.2 Site History. The "marsh crust" means the underground layer that is the remnant of the tidal marsh that existed along the shoreline of Alameda Island before filling to create additional dry land. In many places, this layer contains hazardous materials from former industrial discharges that were retained in the historic marsh before filling. These hazardous materials include petroleum hydrocarbons (TPH) and polynuclear aromatic hydrocarbons (PAHs). The marsh crust is a generally continuous underground layer, at depths of 4 to 20 feet bgs, that extends Bay-ward of the original mean high tide line of Alameda Island, before filling, throughout the intertidal area that was filled. The "former subtidal area" is a layer of sediment that may be contaminated with semivolatile organic compounds (SVOCs) that was deposited on tidal flats at the western end of NAS Alameda rather than on the marshes.

The marsh crust is located under two adjoining naval installations in Alameda: Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex (Annex), and NAS Alameda. The former subtidal area is located on NAS Alameda west of the marsh crust. NAS Alameda was listed on the U.S. Environmental Protection Agency (U.S. EPA) National Priorities List (NPL) under CERCLA in July 1999. However, the NPL listing specifically excluded the marsh crust and former subtidal area and the Annex.

1.3 Decision Document. The "Remedial Action Plan/Record of Decision for the Marsh Crust at the Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex and for the Marsh Crust and Former Subtidal Area at Alameda Point" (RAP/ROD) was approved and finalized February 2, 2001. The RAP/ROD requires environmental restrictions in the Navy deed and a separate covenant to restrict use of Property between the Department and City at the time of transfer. This Property is the subject of Finding of Suitability to Transfer Phase 3B, Former Naval Air Station Alameda, Alameda, California, August 7,, 2017. The NAS Alameda property transferred from the Navy to the City on \_\_\_\_\_, 2017, and this Covenant is fulfilling the requirements in the RAP/ROD.

1.4 City Excavation Ordinance. The City adopted City of Alameda Ordinance No. 2824 on February 15, 2000, which prohibits engaging in any excavation below specified threshold depths without an excavation permit and without taking proper measures to ensure that workers are not unduly exposed and that all contaminated material brought to the surface is properly disposed. The City will directly implement and enforce the Ordinance.

1.5 Basis for Covenant. As a result of the presence of hazardous substances in the Property, which are also hazardous materials as defined in California Health and Safety Code section 25260, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department has also concluded that the Property, when used in compliance with this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

## ARTICLE II DEFINITIONS

2.1 Department. "Department" means the Department of Toxic Substances Control and includes its successor agencies, if any.

2.2 Excavation ordinance. "Excavation ordinance" means City of Alameda Ordinance No. 2824, which is incorporated herein by this reference.

2.3 Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.3 Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.4 Occupant. "Occupant" means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.5 Owner. "Owner" means the Covenanter, and any successor in interest including any heir and assign, who at any time holds title to all or any portion of the Property.

2.6 Threshold depth. "Threshold depth" is the elevation above which there is little likelihood that hazardous materials from the marsh crust would have mixed during filling. The threshold depth for any location at the Property is shown on an exhibit to the Excavation ordinance and will be derived from the RAP/ROD or other applicable remedial decision document. The current Threshold depth is depicted on Exhibit "B".

### ARTICLE III GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471, (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by, the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of

the Owners and the Owners' heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and lease for any portion of the Property.

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6.2 Removal. Any person may apply to the Department to remove any of the restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3 Term. Unless ended in accordance with paragraph 6. 2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

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MISCELLANEOUS

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To Owner:

City of Alameda  
Base Reuse Department  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Attention: Chief Operating Officer-Alameda Point

To Department:

California Environmental Protection Agency  
Department of Toxic Substances Control  
700 Heinz Avenue

Berkeley, CA 94710  
Attention: Emily Mortazavi, Project Manager

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

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7.5 Statutory References. All statutory or regulatory references include successor provisions.

7.6 Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenanter: City of Alameda

By:

Title:

Date:

Department of Toxic Substances Control:

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

Karen M. Toth, P.E.  
Unit Chief  
Brownfields and Environmental Restoration Program

Date: \_\_\_\_\_



Page reserved for notary

Page reserved for notary

EXHIBIT "A"

LEGAL DESCRIPTIONS AND PLATS OF PROPERTY



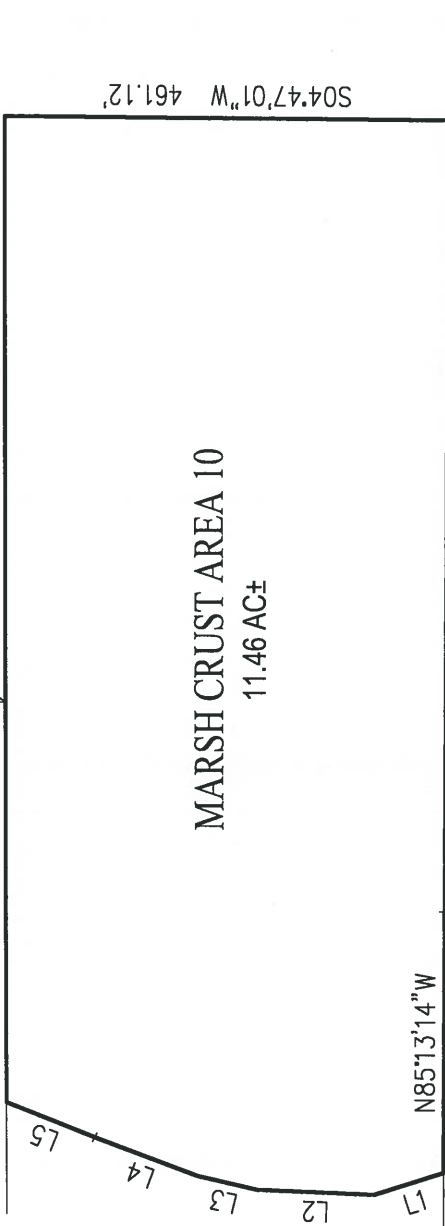
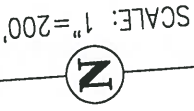
*08-23-2017*

PARCEL 1 (PORTION)  
 RECORD OF SURVEY  
 NO. 1816  
 28 RS 14

ALA-31-EDC  
 (DN 2013-199806)  
 S85°39'37"E 416.69'

POB

ALA-32-EDC  
 (DN 2013-199807)  
 S85°39'37"E 610.25'



LINE TABLE		
NO	BEARING	LENGTH
L1	N13°09'09"W	75.44'
L2	N06°49'49"E	121.88'
L3	N17°39'53"E	62.74'
L4	N25°02'21"E	113.61'
L5	N26°15'20"E	98.50'

ALA-68-EDC  
 (DN 2016-096059)



GRAPHIC SCALE

**LEGEND:**  
 POB = POINT OF BEGINNING

**NOTE:**  
 COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816 (28 RS 14).

SHEET 1 OF 1

## PLAT TO ACCOMPANY LEGAL DESCRIPTION

MARSH CRUST AREA 10  
 ALAMEDA, CALIFORNIA  
 AUGUST 23, 2017

**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 2633 CAMINO RAMON, SUITE 350  
 SAN RAMON, CALIFORNIA, (925) 866-0322

**LEGAL DESCRIPTION  
MARSH CRUST AREA 10  
ALAMEDA, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF PARCEL ALA-31-EDC, AS SAID PARCEL ALA-31-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199806, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; SAID POINT OF BEGINNING ALSO BEING A POINT ON THE EXTERIOR BOUNDARY OF PARCEL ALA-32-EDC, AS SAID PARCEL ALA-32-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199807, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID EXTERIOR BOUNDARY OF PARCEL ALA-32-EDC, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 85°39'37" EAST 610.25 FEET AND
- 2) SOUTH 04°47'01" WEST 461.12 FEET TO THE NORTHERN LINE OF PARCEL ALA-68-EDC, AS SAID PARCEL ALA-68-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 15, 2016, AS DOCUMENT NO. 2016-096059, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY

THENCE, ALONG SAID NORTHERN LINE OF SAID PARCEL ALA-68-EDC THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 85°12'09" WEST 825.27 FEET AND
- 2) NORTH 85°13'14" WEST 272.13 FEET;

THENCE, LEAVING SAID NORTHERN LINE OF PARCEL ALA-68-EDC, NORTH 13°09'09" WEST 75.44 FEET;

THENCE, NORTH 06°49'49" EAST 121.88 FEET;

THENCE, NORTH 17°39'53" EAST 62.74 FEET;

THENCE, NORTH 25°02'21" EAST 113.61 FEET;

THENCE, NORTH 26°15'20" EAST 98.50 FEET TO THE SOUTHERN LINE OF SAID PARCEL ALA-31-EDC (DN 2013-199806);

THENCE, ALONG SAID SOUTHERN LINE OF PARCEL ALA-31-EDC, SOUTH 85°39'37" EAST 416.69 FEET TO SAID POINT OF BEGINNING.

CONTAINING 499,000 SQUARE FEET OR 11.46 ACRES OF LAND, MORE OR LESS.

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 14, ALAMEDA COUNTY RECORDS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION




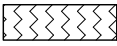
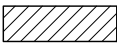



  
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JOEL GARCIA, P.L.S.  
L.S. NO. 5285  
*08-23-2017*


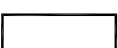
EXHIBIT "B"

FIGURE DEPICTING PROPERTY SUBJECT TO MARSH CRUST CRUP

**PROPERTY SUBJECT TO MARSH CRUST CRUP (16.5 AC±)**

-  EXCAVATION PERMIT REQUIRED FOR EXCAVATIONS BELOW MEAN HIGHER HIGH TIDE
-  EXCAVATION PERMIT REQUIRED FOR EXCAVATIONS BELOW 5 FEET
-  EXCAVATION PERMIT REQUIRED FOR EXCAVATIONS BELOW 10 FEET
-  EXTENT OF FORMER SUBTIDAL AREA
-  EXTENT OF FORMER ISLAND 1865 (RADBRUCH 1957)

**LEGEND**

-  APPROXIMATE SHORELINE
-  PHASE 3B CONVEYANCE BOUNDARY

# ALAMEDA POINT EXHIBIT B

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA  
DATE: AUGUST 24, 2017 SCALE: 1" = 1,000'



Carlson, Barbee & Gibson, Inc.  
CIVIL ENGINEERS • SURVEYORS • PLANNERS

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