

EXHIBIT 2

AMENDED AND RESTATED PARTIAL ASSIGNMENT OF
NON-EXCLUSIVE EASEMENT
AND
GRANT OF NON-EXCLUSIVE EASEMENT
(ON NAVY LAND)

RECORDING REQUESTED BY
East Bay Municipal Utility District
AND WHEN RECORDED MAIL TO
East Bay Municipal Utility District
P. O. Box 24055 - MS #903
Oakland, CA 94623
Attn: Real Estate Services (RK)
R/W _____ **EA** - _____
Alameda Point - Navy Portion

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN:

Pursuant to Government Code Section 27383, Grantee is exempt from paying recording fees.
R&T 11911 - Consideration is less than \$100
Certificate of Acceptance Attached

**AMENDED AND RESTATED PARTIAL ASSIGNMENT OF NON-EXCLUSIVE
EASEMENT
AND
GRANT OF NON-EXCLUSIVE EASEMENT**

**THIS AMENDED AND RESTATED PARTIAL ASSIGNMENT OF
NONEXCLUSIVE EASEMENT AND GRANT OF NON-EXCLUSIVE EASEMENT
("Assignment and Grant")** is made by and between the CITY OF ALAMEDA, a
municipal corporation, hereinafter called either the "City" or "Grantor", and EAST BAY
MUNICIPAL UTILITY DISTRICT, a public corporation organized and existing under the
laws of the State of California, hereinafter called the "District" or "Grantee". The Grantor
and the Grantee are sometimes individually referred to herein as a "Party" and collectively
referred to herein as the "Parties."

RECITALS:

WHEREAS, the United States of America (“**Government**”), and the Grantor did enter into that certain Memorandum of Agreement for the Conveyance of Portions of the Naval Air Station Alameda from the United States of America to the Alameda Reuse and Redevelopment Authority dated June 6, 2000, as amended (the “**Conveyance Agreement**”), whereby the Government did agree to convey certain portions of the former Naval Air Station, Alameda to the Grantor, which is attached hereto as Exhibit A;

WHEREAS, the City is a party to the Grant of Non-Exclusive Easement For Access and Maintenance of Utility Systems At The Former NAS Alameda executed on June 4th, 2013 and recorded on June 6, 2013 in the Official Records of Alameda County as Series No. 2013-199835 (the “**Original Easement**”) between the City and the Government, which is attached hereto as Exhibit B;

WHEREAS, the Original Easement granted to the City a non-exclusive easement (“Original Easement”) within the Retained Government Property (as defined in the Original Easement) to access, use, install, maintain, operate, construct, replace, and

repair the Systems (as defined in the Original Easement) on the Retained Government Property;

WHEREAS, the Original Easement will terminate with regard to portions of the Retained Government Property at such time as those portions of the Retained Government Property are conveyed from the Government to the Grantor;

WHEREAS, the Original Easement permits the City to assign or transfer an interest in the Original Easement to a utility service provider;

WHEREAS, the District is a utility service provider which desires to provide, and for which the City desires that the District provide, water and wastewater utilities to a portion of the Retained Government Property described in Exhibit C (the "Assigned Easement Area") in accordance with the terms and conditions of the Original Easement and this Assignment and Grant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by each party hereto, the parties hereby agree as follows:

1. ASSIGNMENT AND ACCEPTANCE OF EASEMENT; GRANTEE'S WORKS.

a. The Grantor non-exclusively assigns its rights and obligations of the Original Easement with respect to the Assigned Easement Area to the Grantee for the term of the Original Easement with respect to the Assigned Easement Area for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as the Grantee may see fit, any facilities necessary for the transmission of water and wastewater utilities, including all necessary braces, connections, fastenings and other appliances and fixtures, in, under, along and across the Assigned Easement Area. The Grantee agrees that said facilities and utilities shall be constructed and maintained at a depth of at least eighteen (18) inches below the present surface of the ground.

b. The Grantor makes no warranty as to the usability of the Assigned Easement Area or as to its fitness for any particular purpose.

2. ASSUMPTION AND COMPLIANCE WITH ORIGINAL EASEMENT. The Grantee hereby accepts this assignment of the Assigned Easement Area "as is, where is" and assumes and agrees to comply with all rights and obligations of the City as set forth in the Original Easement and Conveyance Agreement with respect to the Assigned Easement Area. The Grantee acknowledges and will comply with all notices and restrictions set forth in the Original Easement.

3. ASSIGNMENT TERM; TERMINATION. The assignment of the Original Easement shall remain in effect for so long as the Original Easement remains in effect and shall

automatically terminate with respect to all or any portion of the Assigned Easement Area at such time as the Original Easement terminates with respect to all or any such portion of the Assigned Easement Area. Further, in the event Grantee violates any of the terms or conditions set forth herein, or in the Original Easement, Grantor may terminate this Assignment and Grant by the provision of ten (10) days' written notice to Grantee.

4. GRANT OF NON-EXCLUSIVE EASEMENT. At such time as the assignment of the Original Easement terminates with respect to any portion of the former Naval Air Station, Alameda, as described in Exhibit D, attached hereto and made a part hereof (the "Easement Property"), Grantor hereby grants to the Grantee and to its successors and assigns a perpetual easement and right-of-way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as the Grantee may see fit, any facilities necessary for the transmission of utilities, including all necessary braces, connections, fastenings and other appliances and fixtures, in, under, along and across that certain real property described as the Easement Property. TOGETHER with the right of ingress to and egress from said right-of-way and the right at all times to enter in, over and upon said right-of-way and every part thereof and also to use said right-of-way for all purposes connected with the laying down, constructing, reconstructing, replacing, removing, repairing, maintaining, operating and using said utilities. The Grantor and the Grantor's heirs, successors, or assigns shall not place or permit to be placed on said right-of-way any building or structure, including but not limited to houses, garages, outbuildings, swimming pools, tennis courts, retaining walls, decks, and patios nor allow to be done anything which may interfere with the full enjoyment by the Grantee of the rights herein granted. The above paragraph notwithstanding Grantor reserves the right to landscape the easement area in a manner consistent with the Grantee's use; however, such use by Grantor shall not include the planting of trees nor a change in the existing surface elevation (grade) of the easement area by more than one (1) foot without first having prior written consent of the Grantee. The Grantee agrees that said utilities shall be constructed and maintained at a depth of at least eighteen (18) inches below the present surface of the ground. The Grantee agrees upon the completion of any of its works hereunder to restore as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work.

TO HAVE AND TO HOLD, all and singular, the rights above described unto the Grantee and the Grantee's successors and assigns forever.

5. USE OF THE ASSIGNED EASEMENT AREA AND EASEMENT PROPERTY.

a. The sole purpose of this Assignment and Grant is to access, use, install, maintain, operate, construct, replace, and repair of water and wastewater utilities infrastructure within the

b. The Grantor and the Grantor's heirs, successors, or assigns shall not place or permit to be placed on the Assigned Easement Area or Easement Property any building or structure, including but not limited to houses, garages, outbuildings, swimming pools,

tennis courts, retaining walls, decks, and patios, nor allow to be done anything which may interfere with the full enjoyment by the Grantee of the rights herein granted.

c. The above paragraph (a) notwithstanding, the Grantor reserves the right to landscape the Assigned Easement Area and Easement Property in a manner consistent with the Grantee's use; however, such use by the Grantor shall not include the planting of trees nor a change in the existing surface elevation (grade) of the Assigned Easement Area or the Easement Property by more than one (1) foot without first having prior written consent of the Grantee.

d. The Grantee shall be responsible for direct costs related to the use, installation, maintenance, operation, construction, replacement, and repair of water and wastewater utility infrastructure under this Assignment and Grant. Any and all damage to the Assigned Easement Area or Easement Property resulting from the activities of the Grantee under this Assignment and Grant shall be repaired by the Grantee at no expense to the Grantor or the Government, and the Assigned Easement Area or Easement Property shall be restored to its pre-construction condition.

e. The Grantee agrees upon the completion of any work pursuant to this Assignment and Grant to restore as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work.

6. NOTICE REQUIRED FOR WORK.

a. Except in the case of an emergency, the Grantee shall not conduct any subsurface excavation, digging, drilling, or other disturbance of the surface of the (i) Assigned Easement Area without prior written notification to the Grantor and the Government, and (ii) Easement Property without prior written notification to the Grantor. For purposes of this paragraph, "emergency" shall mean an unexpected, serious occurrence or situation urgently requiring prompt action. The Grantee shall submit written notice of any work performed in an emergency as soon as practicable.

b. The Grantee shall immediately cease any excavation conducted in accordance with paragraph (a) if it discovers the presence of hazardous substances or wastes, pollutants or contaminants in any soil or groundwater, and promptly notify the Grantor and the Government and cognizant regulators in writing of such fact. Thereafter, the Grantee may proceed in accordance with all applicable laws and regulations.

c. With respect to any work to be performed in or about a "historic property" as defined by 36 CFR § 800.16, the Grantee shall comply with the provisions of Section 6.

7. HISTORIC PROPERTY. A portion of the Assigned Easement Area and Easement Property is located within the NAS Alameda Historic District, a historic property listed in the National Register of Historic Places. The Grantee shall not undertake any activity that may affect the NAS Alameda Historic District, including excavation, construction,

alteration or repair, without the prior written approval of the Grantor and the Government, as appropriate.

8. ASSIGNMENT AND TRANSFER. The Grantee shall not assign or transfer this Assignment, or any interest therein, without the prior written consent of the Grantor.

9. ENVIRONMENTAL PROTECTION PROVISIONS.

a. The Grantee and its contractors shall comply with all applicable federal, state and local laws, regulations, rules, orders and standards that are or may become applicable to Grantee's activities under this Assignment and Grant.

b. In connection with environmental remediation on the Assigned Easement Area or the Easement Property, the Grantee agrees on behalf of itself, its successors and assigns, that the Grantor, or its officers, agents, employees, contractors and subcontractors, and the Government, or its officers, agents, employees, contractors and subcontractors, if appropriate, shall have the right, upon reasonable notice to the Grantee, to enter upon the Assigned Easement Area in any case in which an action is found to be necessary at such property in satisfaction of the Government or Grantor obligations under CERCLA and other applicable environmental statutes and regulations.

c. Neither the Grantee, nor its successors and assigns, shall have any claim on account of such entries against the United States or any of its officers, agents, employees, contractors or subcontractors, or the Grantor or any of its officers, agents, employees, contractors or subcontractors. The right to enter shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary, including, but not limited to monitoring wells, pumping wells and treatment facilities. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, Grantor, shall give the Grantee reasonable notice of any action to be taken related to such response or corrective actions on the Easement Property. Furthermore, the Grantee agrees to cooperate in good faith with the Grantor and the Government to minimize any conflict between the necessary environmental investigation and response or corrective action and the Grantee's use of the Assigned Easement Area or the Easement Property. Any inspection, survey, investigation or other response, corrective or remedial action undertaken by the Grantor or the Government will, to the maximum extent practical, be coordinated with representatives designated by the Grantee.

d. The Grantee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Assignment and Grant, independent of any existing permits held by the Government or the Grantor. The Grantee acknowledges that notwithstanding the Government being named as owner of the Assigned Easement Area, or the Grantor being named as owner of the Easement Property, in any permit granted to the Grantee, the Grantee is solely responsible for

complying with all permit terms and conditions, including payment of associated fees. In the event the Grantee has knowledge of a violation of the terms and conditions of any permit, the Grantee shall promptly notify the Grantor, and if applicable to the Assigned Easement Area, the Government, and the appropriate environmental regulatory agencies and take any necessary actions to come into compliance with the permit.

e. The Grantee acknowledges the rights retained by the Government and the State of California, and each of their officers, agents, employees, contractors, and subcontractors, in the Conveyance Agreement and the Original Easement. The Grantee shall have no claim on account of any inspections against the Grantor, the State of California, the United States of America or any officer, agent, employee, contractor or subcontractor thereof.

f. The Grantee agrees to comply with the provisions of any health and safety plan in effect during the course of any of the response or remedial actions described in the Original Easement, and shall comply with all applicable federal, state and local occupational safety and health regulations. Any claim by the Grantee against the Government or any officer, agent, employee, contractor or subcontractor thereof which is caused by such entry shall be addressed as provided by law.

g. The Grantee shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act or its applicable state equivalent for any accumulation of hazardous wastes derived from the activities of Grantee on the Assigned Easement Area. The Grantee shall be solely responsible for providing at its own cost and expense hazardous waste storage, as may be necessary or required by law or regulation, except as specifically authorized by the Grantor, or if applicable, the Government, in writing.

h. Department of Defense component accumulation points for hazardous and other waste will not be used by the Grantee. Neither will the Grantee permit its hazardous wastes to be commingled with hazardous waste of the Government or the Grantor.

i. The Grantee shall have a Government-approved plan for responding to hazardous waste, fuel and other chemical spills prior to commencement of operations on the Assigned Easement Area. Should the Government or the Grantor provide any personnel or equipment whether for initial fire response and/or spill containment, or otherwise on request of the Grantee, or because the Grantee was not, in the opinion of the Government or the Grantor conducting timely response cleanup actions, the Grantee agrees to reimburse the Government or the Grantor, as applicable, for its reasonable and necessary costs associated with such response or cleanup.

j. If the Grantee intends to make any improvements or repairs that require the abatement or removal of Asbestos Containing Materials ("ACM"), Lead Based Paint ("LBP"), or Polychlorinated biphenyl ("PCBs"), the Grantee shall comply with all federal, state, and local laws and regulations applicable to such abatement or removal.

k. The Grantee releases, remits, and forever discharges the Grantor and the Government, and each of their officers, agents and employees, of and from any and all claims, causes of action, injuries, damages and demands whatsoever in law or in equity arising out of the Grantee's activities upon and use of the Assigned Easement Area or the Easement Property to the extent caused by the Grantee's activities upon and use of the Assigned Easement Area or the Easement Property. The Grantee agrees to indemnify, defend, and hold harmless the Grantor and the Government against all fines, claims, damages, lawsuits, judgments, and expenses arising out of or from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage or disposal caused or created by the Grantee's occupancy, use or operations giving rise to Grantor or Government liability, civil or criminal, responsibility under federal, state or local environmental laws. The Grantee's obligations hereunder shall apply whenever the Grantor or the Government incurs costs or liabilities for the Grantee's activities as provided hereunder, to the extent caused by Grantee's activities upon and use of the Assigned Easement Area or the Easement Property. This provision shall not apply to the extent that claims, demands, actions, proceedings, losses, liens, costs and judgments (including fines and penalties) are caused or created by concurrent active or sole negligence of the City or the Government, or each of their officers, agents, employees, or contractors, or by preexisting conditions on the Easement Property that were not caused by Grantee. This provision shall survive the expiration or termination of the Assignment and Grant.

l. The Assigned Easement Area is an installation of the Department of Defense, and as such, the storage, treatment or disposal of toxic or hazardous materials on the Assigned Easement Area is prohibited, except as authorized by the Government in accordance with 10 U.S.C. § 2692.

m. Grantor hereby provides information to Grantee that Quitclaim Deeds conveying the Easement Property to Grantor provide notice and use restrictions relating to military activities prior to the conveyance of the Easement Property to Grantor involving the use and presence of pollutants, contaminants, hazardous substances, emerging contaminants, and chemicals of concern, and that Grantee is obligated to inform itself as to such notices, and comply with such use restrictions. In addition to any Notices provided by the Government to the Grantor in the Quitclaim Deeds conveying the Easement Property to Grantor, Grantor hereby provides notice to Grantee that military activities prior to the conveyance of the Easement Property to Grantor involved the use and presence of perfluorinated compounds such as PFAS and PFOA associated with fire-fighting activities. Further information relating to the Government's use, storage, and or release of pollutants, contaminants, hazardous substances, emerging contaminants, and chemicals of concern on the Easement Property may be found in the Government's Administrative Record.

10. ENVIRONMENTAL CONDITION OF PROPERTY. The Assigned Easement Area is subject to the following land use controls (LUCs) which have been identified in the Final Record of Decision (ROD) for Operable Unit-2C (OU-2C) Drain Lines Located outside Buildings 5 and 400. The ROD requires LUCs to limit the exposure to hazardous substances and to maintain the integrity of the remedial action.

a. In accordance with the LUC Remedial Design, the following activities are prohibited:

- Soil disturbance or other intrusive activities as follows and as described in Exhibit D1 and D2:
 - Above and below the Industrial Waste Line requiring remedial action (IWL-RA), regardless of depth
 - Horizontally within 5 feet of the centerline of IWL-RA, including 5 feet from the end of the cut IWL-RA piping, beginning at the surface and extending vertically, regardless of depth
- Removal of the IWL-RA piping unless such activity is conducted in accordance with the site management plan (SMP) approved by the Federal Facilities Agreement signatories (U.S. Navy, U.S. Environmental Protection Agency, California Department of Toxic Substances Control, and California Regional Water Quality Control Board).
- Magnetic tape marks the end of the cut IWL-RA piping remaining in place and extends 5 feet from the end of the piping, thus identifying the extent of the IC area for the cut piping. If intrusive activities are conducted (in accordance with the SMP approved by the FFA signatories) that remove this magnetic tape, it will be replaced after the area has been backfilled to properly identify the extent of the IC area.
- ICs do not prohibit the addition of fill to increase the current elevation. The current surface elevation will be documented at the time of such work by the property owner and provided to the FFA signatories, and a barrier (such as plastic netting) will be placed over the IC areas prior to addition of the fill.

b. For purposes of this entire Section, the following terms shall have the following meanings:

1. "Toxic or Hazardous Materials" means all manner of substances, pollutants, contaminants, and waste to which Applicable Environmental Laws pertain, expressly including petroleum, petroleum products, and materials defined in 48 C.F.R. § 252.223-7006 (a)(ii) and (iii), as well as per- and polyfluoroalkyl substances (PFAS).

2. "Contamination" means a level of Toxic or Hazardous Materials in the air, soil, or water (surface water or ground water), that exceeds levels allowed by Applicable Environmental Laws.

3. "Government" means the United States Department of Navy, Base Reuse and Closure Program Management Office.

4. "Premises" means the Assigned Easement Area.

c. "Applicable Environmental Laws" means:

(1) Federal, state, and local statutes, laws, ordinances, rules, and regulations, to which the Grantor is made subject by Federal law or to which the Grantee is made subject by Federal and state law;

(2) Executive Orders of the President of the United States;

(3) Decisions of courts and administrative tribunals of competent jurisdiction;

(4) Administrative orders of regulatory agencies of competent jurisdiction (involuntary or on consent); and

(5) regulations and directives of the Department of Defense and the Department of the Navy, which pertain to the human environment (as defined in the National Environmental Policy Act of 1969); transportation of hazardous material; and human health and safety (including occupational safety).

d. Applicable Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651, et seq.), and 10 U.S.C. § 2692, as amended.

e. "Release" means any discharge, spill, emission, leaking, pumping, injection, excavation, deposit, disposal, leaching, or migration into the environment, accidental or otherwise, or introduction into the environment by any other means or method.

f. "Remedial Action" means: investigating or monitoring the environmental condition of the Premises and clean-up, removal, response (including emergency response), and restoration of the Premises, as per Applicable Environmental Laws, due to the presence or suspected presence of Contamination or a Release or suspected Release of Toxic or Hazardous Materials.

g. If during the term of this Easement the Grantee becomes aware that a Release of Toxic or Hazardous Materials has occurred due to acts or omissions of the Grantee, its agents, or contractors, whether or not such Release results in Contamination of the Premises, the Grantee will give verbal notice to the Government within twenty-four (24) hours of becoming aware of the Release, providing all relevant facts and circumstances. The Government may direct the Grantee to make a detailed written report of these facts and circumstances within a time certain.

h. The Grantee, at its sole expense, will promptly take all action necessary to comply with Applicable Environmental Laws pertaining to a Release described in subparagraph 13.b, including but not limited to: (a) report the occurrence to appropriate Federal, state, or local regulatory authorities, if so directed by the Government; (b) take timely and effective steps to minimize the Release and its impact on human health and the environment; and (c) take Remedial Action. The Government may direct the Grantee to provide all information requested by the Government regarding such actions within a time certain.

i. The Grantee will ensure that all activities conducted on the Premises by the Grantee, its agents, or contractors are carried out in compliance with Applicable Environmental Laws. The Grantee will provide verbal notice to the Government within twenty-four (24) hours of receiving any complaint, order, directive, claim, citation, or notice from any governmental authority or any other person or entity alleging noncompliance with or a violation of an Applicable Environmental Law on the Premises. The Grantee, at its sole expense, will promptly take all necessary action directed by Federal, state, or local regulatory authorities of competent jurisdiction to achieve or regain compliance with Applicable Environmental Laws. The Government may direct the Grantee to make a detailed written report, within a time certain, of the facts and circumstances underlying the alleged noncompliance or violation. Without limitation of the foregoing, the Government, in response to acts or omissions of the Grantee, its agents, or contractors may, in its discretion, take Remedial Action to remedy Contamination on the Premises or to achieve or regain compliance with Applicable Environmental Laws. Grantee shall reimburse the Government for any and all actual costs, direct and indirect, incurred by the Government as a result of the Government taking Remedial Action to remedy Contamination on the Premises caused by the Grantee, its employees, authorized agents, or contractors.

j. The Government may at any time inspect the Premises or cause the Premises to be inspected, to assess whether the operations of the Grantee, its agents, or contractors are in compliance with Applicable Environmental Laws. To assist in this evaluation, the Grantee, its agents, and contractors will provide to the Government, or another entity, as the Government may direct, for examination and copying, all relevant books, records, documents, and other material in their possession.

k. The Government, with good cause, may from time-to-time require the Grantee to conduct tests and analyses to assess whether the Premises are in compliance with Applicable Environmental Laws, and based on the results thereof, to so certify to the Government. Such tests and analyses shall be conducted in a manner satisfactory to the Government by recognized professionals approved by the Government. If the Government and the Grantee cannot reach agreement as to what tests and analyses shall be conducted, by whom, and when, the Government may perform such tests and analyses or cause such tests and analyses to be performed.

11. SUBMISSION OF NOTICES.

Notices shall be sufficient under this Assignment and Grant made in writing and to the addressees described below, or to such other addressees as the parties hereto may designate from time to time in writing:

If to the Government:

Real Estate Contracting Officer
Base Realignment and Closure Program Management Office West
33000 Nixie Way
Bldg. 50, 2nd Floor
San Diego, CA 92147

If to the Grantor:

City of Alameda
Alameda City Hall
2263 Santa Clara Avenue Alameda, CA 94501-4456
Attention: City Manager

With a copy to:

City of Alameda
Alameda City Hall
2263 Santa Clara Avenue
Alameda, CA 94501-4456
Attention: City Attorney

With a copy to:

City of Alameda
Alameda City Hall
2263 Santa Clara Avenue Alameda, CA 94501-4456
Attention: Base Reuse Department

With a copy to:

City of Alameda
Alameda City Hall
2263 Santa Clara Avenue Alameda, CA 94501-4456
Attention: Public Works Department

If to the Grantee:

East Bay Municipal Utility District
375 11th St, MS 903 Oakland, CA 94607
Attn: Real Estate Services

12. FAILURE TO INSIST ON COMPLIANCE. The failure of the Grantor or the Government to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Assignment and Grant or the Original Easement shall not be construed as a waiver or relinquishment of the Grantor's or the Government's right to the future performance of any such terms, covenants or conditions and the Grantee's obligations in respect to such future performance shall continue in full force and effect.

13. MISCELLANEOUS PROVISIONS.

- a. The singular includes the plural. The masculine gender includes the feminine. "Shall" is mandatory. "Should" and "may" are permissive.
- b. This Assignment and Grant constitutes the entire understanding and agreement of the parties with respect to the matters set forth herein. This Assignment and Grant supersedes all negotiations or previous agreements between the parties respecting this Assignment and Grant. All waivers of the provisions of this Assignment and Grant must be in writing and signed by the appropriate representatives of the Grantee and the Grantor.
- c. The recitals set forth in this Assignment and Grant are a part of this Assignment and Grant.
- d. The captions of this Assignment and Grant are for convenience and reference only and shall not define, explain, modify, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of this Assignment and Grant.
- e. Where the consent or approval of the Grantor or the Grantee is required or necessary under this Assignment and Grant, the consent or approval shall not be unreasonably withheld.

f. This Assignment and Grant may be executed in multiple counterparts, each of which shall be deemed an original, all of which, together, shall constitute one in the same instrument.

g. The persons executing this Assignment and Grant have the capacity and are authorized to execute this Assignment and Grant as the representative(s) of their respective party, and to bind their respective party to the terms and conditions of this Assignment and Grant.

14. LIST OF EXHIBITS. The following Exhibits are attached and made a part hereof:

- a. Exhibit A. Conveyance Agreement
- b. Exhibit B. Original Easement
- c. Exhibit C. Assigned Easement Area
- d. Exhibit D. Portion of Assigned Easement Area subject to Land Use Controls

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed and delivered this Assignment and Grant effective as of the date first written above.

**ASSIGNMENT AND GRANT OF NON-EXCLUSIVE EASEMENT
BY CITY OF ALAMEDA**

CITY OF ALAMEDA
A municipal corporation

By: _____
Nancy Bronstein, Acting Interim City Manager

APPROVED AS TO FORM – CITY ATTORNEY

By: _____
Len Aslanian, Assistant City Attorney

**ACCEPTANCE OF
ASSIGNMENT AND GRANT OF NON-EXCLUSIVE EASEMENT
BY EBMUD**

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
Mamdoh Elawady aka Matt Elawady
Manager of Real Estate Services

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 _____)
On _____ before me, _____,
Date _____ *Here Insert Name and Title of the Officer*
personally appeared _____

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 _____
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: _____

EXHIBIT A
Conveyance Agreement

1
2
3
4
5 **MEMORANDUM OF AGREEMENT**

6
7 **BETWEEN**

8
9 **THE UNITED STATES OF AMERICA**
10 **ACTING BY AND THROUGH**
11 **THE SECRETARY OF THE NAVY**
12 **UNITED STATES DEPARTMENT OF THE NAVY.**

13
14 **AND**

15
16 **THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY**

17
18 **FOR THE CONVEYANCE OF**

19
20 **PORTIONS OF THE NAVAL AIR STATION ALAMEDA**

21
22 **FROM**

23
24 **THE UNITED STATES OF AMERICA**

25
26 **TO**

27
28 **THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY**

29
30
Final Navy Execution Version 1B

**AGREEMENT
FOR THE CONVEYANCE OF
PORTIONS OF THE NAVAL AIR STATION ALAMEDA
FROM
THE UNITED STATES OF AMERICA
TO
THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY**

TABLE OF CONTENTS

	Page
1 ARTICLE 1. No Cost EDC.....	2
2 ARTICLE 2. Property Description.....	3
3 ARTICLE 3. Transfer and Conveyance.....	3
4 ARTICLE 4. Closing and Settlement.....	4
5 ARTICLE 5. Environmental Reports.....	6
6 ARTICLE 6. Use of Proceeds From Sale or Lease.....	6
7 ARTICLE 7. Government's Representations.....	7
8 ARTICLE 8. Authority's Representations.....	8
9 ARTICLE 9. Response Assurances and Covenant Deferral Request Under Section 10 120(h)(3)(C) of CERCLA To Facilitate Early Transfer.....	8
11 ARTICLE 10. Environmental Services Cooperative Agreement(s).....	9
12 ARTICLE 11. Completion of Remediation and Deed Covenants.....	9
13 ARTICLE 12. Escrow; Title.....	10
14 ARTICLE 13. Officials Not To Benefit.....	10
15 ARTICLE 14. Covenant Against Contingent Fees.....	10
16 ARTICLE 15. Notices.....	10
17 ARTICLE 16. Effects of Deeds.....	11
18 ARTICLE 17. Prior Claims.....	11
19 ARTICLE 18. Government's Covenants.....	12
20 ARTICLE 19. No Right of Rescission.....	12
21 ARTICLE 20. Master Lease Termination and Residual Obligations.....	12
22 ARTICLE 21. Liability for Environmental Contamination.....	13
23 ARTICLE 22. Sharing of Roads.....	13
24 ARTICLE 23. Right of Entry.....	13

1	ARTICLE 24. Modification; Waivers.....	14
2	ARTICLE 25. Further Assurances.....	15
3	ARTICLE 26. Dispute Resolution Procedures.....	15
4	ARTICLE 27. Survival and Benefit.....	16
5	ARTICLE 28. Interpretation.....	16
6	ARTICLE 29. Non-Discrimination.....	17
7	ARTICLE 30. Further Assurances.....	17
8	ARTICLE 31. Counterparts.....	17

EXHIBITS

- A. DESCRIPTION OF LAND AND BUILDINGS**
- B-1. QUITCLAIM DEED FOR THE CONVEYANCE OF PARCEL EDC-4 (EAST HOUSING)**
- B-2. FORM OF QUITCLAIM DEED FOR THE CONVEYANCE OF PROPERTY FOLLOWING EXECUTION OF A FOSET**
- B-3. FORM OF QUITCLAIM DEED FOR THE CONVEYANCE OF PROPERTY OTHER THAN EDC-4 (EAST HOUSING) FOLLOWING EXECUTION OF A FOSET**
- C. COMPLETED FOSET FOR EDC-4**
- D. RECORD OF DECISION**
- E. MEMORANDUM OF AGREEMENT REGARDING HISTORIC PRESERVATION**
- F. BILL OF SALE**
- G. GOVERNMENT'S REPRESENTATIONS**
- H. AUTHORITY'S REPRESENTATIONS**
- I. LIST OF ENVIRONMENTAL REPORTS**
- J. LEASE IN FURTHERANCE OF CONVEYANCE**

**AGREEMENT
FOR THE CONVEYANCE OF
PORTIONS OF THE NAVAL AIR STATION ALAMEDA
FROM
THE UNITED STATES OF AMERICA
TO
THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY**

This Agreement for the Conveyance of Real Property (hereinafter referred to as "Agreement") is entered into this 6th day of June 2000 ("Effective Date"), between the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy ("Government"), and the **ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY** ("Authority"), recognized as the local redevelopment authority by the Office of Economic Adjustment on behalf of the Secretary of Defense. Government and Authority are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS:

1. In 1993, the Defense Base Closure and Realignment Commission (the "DBCR Commission") recommended the closure of the former Naval Air Station Alameda ("NAS Alameda"), which encompasses the Naval facilities and grounds comprising the western end of the City of Alameda and consists of approximately 2,693 acres of real property, together with the buildings, improvements and related and other tangible personal property located thereon and all rights, easements and appurtenances thereto.

2. In accordance with the Defense Base Closure and Realignment Act of 1990, as amended, the authority of the Administrator of General Services under the Federal Property and Administrative Services Act of 1949, as amended, with respect to the disposal of surplus real property at installations closing thereunder has been delegated to the Secretary of Defense and further delegated to the Secretary of the Navy.

3. (a) Pursuant to the power and authority provided by Section 2905(b)4 of the Defense Base Closure and Realignment Act of 1990, as amended, and the implementing regulations of the Department of Defense (32 CFR Part 175), the Secretary of the Navy may convey surplus property at a closing installation to the local redevelopment authority at no cost for economic development purposes. By application dated October 1997 and amendments to that application dated December 1998, the Authority applied for a "No-Cost" Economic Development Conveyance ("EDC") for portions of NAS Alameda (the "EDC Application"), to be used and

1 developed in accordance with the "NAS Alameda Community Reuse Plan" (the "Reuse Plan")
2 dated January 1996 as amended in September 1997 prepared by Authority and approved by the
3 Department of Housing and Urban Development on April 23, 1996

4
5 (b) The Government has approved the Authority's EDC application
6 covering those portions of NAS Alameda generally described and delineated as EDC Parcels on
7 the map contained in Exhibit "A" hereto. The Government intends to convey those parcels to the
8 Authority by quitclaim deeds substantially in the form of Exhibits "B-1," "B-2" and "B-3" hereto.

9
10 4. In accordance with the provisions of the Community Environmental
11 Response Facilitation Act, the Government has performed Environmental Baseline Surveys
12 ("EBS(s)") for the Property, copies of which have been provided to the Authority. The
13 Government has prepared or will prepare Findings of Suitability to Transfer ("FOSTs") and
14 Findings of Suitability for Early Transfer ("FOSETs") for the various parcels that comprise NAS
15 Alameda, as applicable. A copy of the completed FOST for parcel EDC 4 is attached hereto as
16 Exhibit "C" and made a part hereof as if set out at length.

17
18 5. In accordance with the provisions of the National Environmental Policy
19 Act ("NEPA"), the Government has prepared an Environmental Impact Statement ("EIS") for the
20 disposal of the Property. A Record of Decision ("NEPA ROD") regarding the disposal of the
21 Property, which is attached hereto as Exhibit "D" and made a part hereof as if set out at length,
22 was issued on February 29, 2000.

23
24 6. In accordance with the provisions of the National Historic Preservation
25 Act, the Government has determined that the disposal of the Property will have an effect upon
26 those portions of the Property that are eligible for listing in the National Register of Historic
27 Places. A Memorandum of Agreement ("MOA") among the Department of the Navy, the
28 California State Historic Preservation Officer ("SHPO") and the Advisory Council on Historic
29 Preservation, which is attached hereto as Exhibit "E" and made a part hereof as if set out at
30 length, was executed on October 5, 1999, and sets forth in full the Authority's obligations under
31 the National Historic Preservation Act and implementing regulations.

32
33 **AGREEMENTS**

34
35 **NOW, THEREFORE**, in consideration of the foregoing premises and the respective
36 representations, agreements, covenants and conditions herein contained, and other good and
37 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the
38 Government and the Authority agree as follows:

39
40 **ARTICLE 1. No Cost EDC.** Pursuant to Section 2905(b)(4) of the Defense Base
41 Closure and Realignment Act of 1990 (part A of title XXIX of Public Law 101-510; 10 U.S.C. §
42 2687 note), as amended by Section 2821 of the National Defense Authorization Act for Fiscal
43 Year 2000 (Pub. L. No. 106-65), the Government agrees to transfer and convey to the Authority
44 as a "no cost EDC", all of the certain land and buildings comprising the former NAS Alameda, as

1 specifically defined in Article 2, in consideration of the covenants, conditions and restrictions
2 contained herein and other good and valuable consideration, subject to the terms, conditions and
3 general provisions set forth in this Agreement.

4

5 **ARTICLE 2. Property Description.** The land and buildings at NAS Alameda to be
6 conveyed to the Authority are generally described and delineated as EDC Parcels on the map
7 contained in Exhibit "A" (collectively, the "Property"). Tangible personal property to be
8 transferred under this Agreement is listed in the Bill of Sale attached hereto and made a part
9 hereof as Exhibit "F" ("Personal Property"). Legal descriptions and plats of the individual
10 conveyance parcels will be prepared by the Parties prior to the delivery of the Quitclaim Deed(s)
11 ("Quitclaim Deeds"). The Parties shall cooperate in executing and delivering corrective deeds
12 necessary to convey omitted land intended to be included in the Property and to correct any
13 erroneous description of the Property.

14

15 **ARTICLE 3. Transfer and Conveyance.**

16

17 (a) The Government agrees to convey the Property to the Authority in
18 multiple parcels, by separate conveyance and closings. The initial parcel to be conveyed will be
19 the East Housing parcel (Parcel EDC-4) subject to the due execution of a FOST ("Initial
20 Closing"). The Government will convey the remainder of the Property subject to the due
21 execution of a FOST or a FOSET ("Subsequent Closings"). Should the Authority, after due
22 consideration, decide not to accept the conveyance of a parcel tendered following the execution
23 of a FOSET, such parcel will be conveyed, at a later date, following the due execution of a FOST.
24 In no event, may the Authority refuse to accept the conveyance of any parcel tendered by the
25 Government following the due execution of a FOST for such parcel if the Authority has accepted
26 title to any other parcel of the Property.

27 (b) The Property shall be conveyed in fee simple by one or more good
28 and sufficient Quitclaim Deeds.

29 (c) Attached hereto as Exhibit "B-1" is the Quitclaim Deed for the
30 conveyance of Parcel EDC-4 (the East Housing portion of the Property). Attached hereto as
31 Exhibit "B-2" is the form of Quitclaim Deed for a conveyance of any portion of the Property to be
32 conveyed following the due execution of a FOSET. Attached hereto as Exhibit "B-3" is the form
33 of Quitclaim Deed for a conveyance of any portions of the Property other than the EDC 4, the
34 East Housing portion, to be conveyed following the due execution of a FOST.

35 (d) The Authority shall have the right to specify that one or more of the
36 parcels shall be conveyed in a reasonable number of subparcels provided, however, the
37 parcelization shall not otherwise delay the conveyance of the larger parcel. Should the Authority
38 exercise such right to divide a parcel into two or more subparcels, all costs associated with the
39 parcelization shall be borne by the Authority and all subparcels within such parcel shall be
40 conveyed simultaneously.

1 (e) The Parties acknowledge that it is in their mutual best interest to
2 coordinate and cooperate in the preparation of the Quitclaim Deeds. Accordingly, the Parties
3 shall, to the maximum extent practicable, exchange information, coordinate the drafting of the
4 Quitclaim Deeds, and conclude the review of documents as rapidly as possible.

6 (f) The Government's right, title and interest in the personal property
7 to be transferred hereunder shall be transferred to the Authority concurrently with the conveyance
8 of Parcel EDC-4 in accordance with the terms and conditions of the Bill of Sale attached hereto
9 as Exhibit "F."

ARTICLE 4. Closing and Settlement.

(b) The Government shall deliver to the Initial and Subsequent Closings the following documents ("Government Closing Documents") reasonably satisfactory to the Authority and in a form previously reviewed and approved by the Authority:

6. Certificate confirming that the representations and warranties of the Government set forth in this Agreement are true and correct as of the date of the Closing in substantially the form set forth in Exhibit "G."

(c) The Authority shall deliver to the Initial and Subsequent Closings the following Closing Documents reasonably satisfactory to the Government and in a form previously reviewed and approved by the Government:

1. Copies of official documents authorizing the Authority to consummate the transaction.

2. Such additional documents as may be required by California law, the Title Insurer, or the Government.

3. Certificate confirming that the representations and warranties of the Authority set forth in this Agreement are true and correct as of the date of the Closing in substantially the form set forth in Exhibit "H."

4. Environmental Restrictions relating to "Marsh Crust" and groundwater recorded in Alameda County Recorder's office on or before closing.

(d) If the portion of the Property to be conveyed is to be conveyed as an "early transfer with deferred covenants" pursuant to CERCLA Section 120(h)(3) following the due execution of a FOSET, the Government shall deliver to the Escrow Agent a copy of the Covenant Deferral Request approval letter signed and/or endorsed by the Governor of the State of California and the Administrator of the United States Environmental Protection Agency, as appropriate.

(e) If the portion of the Property to be conveyed is to be conveyed as an "early transfer with deferred covenants" pursuant to CERCLA Section 120(h)(3) following the due execution of a FOSET, and the Authority agrees to take responsibility for the remediation of the Property, the Government shall deliver to the Escrow Agent a copy of the Covenant Deferral Request approval letter signed and/or endorsed by the Governor of the State of California and the Administrator of the United States Environmental Protection Agency, as appropriate, and the Parties shall deliver to the Escrow Agent an Environmental Services Cooperative Agreement executed by the Parties and, if required by the appropriate environmental regulatory agencies, an executed consent agreement between the Authority and appropriate environmental regulatory agencies.

ARTICLE 5. Environmental Reports. To the best of Government's knowledge and belief, a complete list of all environmental reports prepared by or for Government with respect to the Property, including the lead-based paint and asbestos surveys relating to the improvements on the Property ("Environmental Reports") is attached hereto as Exhibit "I." To the best of Government's knowledge and belief, the information contained in the documents listed on Exhibit

1 "I" is accurate and complete. The Authority acknowledges that it has received copies of all
2 documents listed on Exhibit "I." The Government agrees to promptly provide the Authority with
3 copies of any and all documents or information with respect to the environmental condition of the
4 Property prepared by or for Government after the date of this Agreement. The Environmental
5 Reports reflect a systematic process in which available information in the possession or control of
6 the Government was analyzed and conclusions drawn about the environmental condition of the
7 property. Further, the Environmental Reports have been prepared, under the direction of the
8 Government, in accordance with all material requirements of all applicable directives, guidance
9 documents, and other policies, and are based on the administrative record created to provide for
10 the conveyance of the Property subject to a FOSET/EROA.

ARTICLE 6. Use of Proceeds From Sale or Lease.

14 (a) Any proceeds from a sale, lease, or equivalent use of the Property (i.e., any
15 mechanism that serves to accomplish the same purposes of a sale or lease such as licenses,
16 permits, concession agreements, etc.) received by the Authority for the Property or the personal
17 property transferred by the bill of sale, during the first seven years after the recordation of the first
18 Deed for a part of the Property, must be used to support long-term job creation and the economic
19 redevelopment of, or related to, the Property. For purposes of this paragraph, the definition of
20 "Property" shall include the personal property transferred pursuant to the bill of sale.

21 (b) Allowable uses of proceeds pursuant to subparagraph (a) include payment
22 for, or offsetting the costs of public investment, for the following purposes:

- 25 * Road construction
- 26 * Transportation management facilities
- 27 * Storm and sanitary sewer construction
- 28 * Police and fire protection facilities and other public facilities
- 29 * Utility construction
- 30 * Building rehabilitation
- 31 * Historic property preservation
- 32 * Pollution prevention equipment or facilities
- 33 * Demolition
- 34 * Disposal of hazardous materials generated by demolition
- 35 * Landscaping, grading, and other site or public improvements
- 36 * Planning for or the marketing of the redevelopment and reuse of the Property

38 Other activities on the Property that are related to those listed above (for example,
39 new construction related to job creation and economic redevelopment, capital improvements, and
40 operation and maintenance of the Property needed to market its redevelopment and reuse) would
41 also be considered an appropriate, allowable use of proceeds. In order for investments made off
42 of the Property to be considered allowable uses of proceeds, the Authority shall submit
43 appropriate documentation to the Government for its approval which demonstrates that such
44 investments are related to those listed above and directly benefit the Authority's economic

1 redevelopment and long term job generation efforts on the Property.

2

3 (c) Consistent with standard accounting practices for tax purposes, Authority

4 shall maintain adequate records and books of account for income and expenses related to the

5 redevelopment of the Property detailing transactions described in subparagraphs (1) and (2).

6 Authority shall provide Government with access to such records and books of account and proper

7 facilities for inspection thereof at all reasonable times.

8

9 (d) Authority shall submit to the Government an annual financial statement

10 certified by an independent certified public accountant. The statement shall cover the Authority's

11 use of proceeds it receives from the sale, lease, or equivalent use of the Property. The first such

12 statement shall cover the 12 month period beginning on the date of recordation of the first Deed

13 and shall be delivered to Government within 60 days of the end of that period and annually

14 thereafter. The seven year period will commence with the recordation of each deed; however the

15 financial statements shall cover all parcels of property that have been conveyed during that period.

16 In the event Congress enacts legislation regarding the reporting period after the date of this

17 Agreement, the Government will in good faith exercise the authority granted to modify the terms

18 of this Agreement consistent with the legislation.

19

20 (e) Recoupment of Proceeds. Government may recoup all proceeds described

21 in paragraph 6 (a) which have not been reinvested in allowable uses described in paragraph 6 (b).

22 If recoupment is desired, Government shall notify Authority in writing that it intends to recoup

23 proceeds in a specific amount, describing why it believes that those proceeds have not been

24 reinvested as required by Article 6. Within 30 days of receipt of such notification, Authority shall

25 submit its response to Government. Within 30 days of receipt of Authority's response or within

26 30 days of the date Authority's response was due under this paragraph, Government shall issue its

27 decision on the matter which shall be final and binding on the Authority. The amount of the

28 recoupment described in the decision shall be paid by the Authority within 60 days of the decision.

29

30 **ARTICLE 7. Government's Representations.** The Government hereby represents to

31 the Authority on and as of the Effective Date of this Agreement and as of the Closing as follows:

32

33 (a) Execution of Agreement. The Government has full capacity, right, power

34 and authority to execute, deliver and perform this Agreement and all documents to be executed by

35 the Government pursuant hereto, and all required action and approvals therefor have been duly

36 taken and obtained. This Agreement and all documents to be executed pursuant hereto by the

37 Government are and shall be binding upon and enforceable against the Government in accordance

38 with their respective terms.

39

40 (b) Complete Information. To the best of the Government's knowledge,

41 information and belief, the information included in this Agreement, and the Exhibits hereto and the

42 documents to be delivered to the Authority pursuant to this Agreement or previously delivered to

43 the Authority are true, correct and complete in all material respects, and the same do not omit any

44 material information required to make the submission thereof fair and complete.

(c) Possession. To the best of the Government's knowledge, information and belief, the information included in this Agreement, and the Exhibits hereto and the documents to be delivered to the Authority pursuant to this Agreement or previously delivered to the Authority acknowledge any contracts, leases or licenses in existence or persons who have possessory rights or any claims in respect to the Property that will survive Closing.

(d) Claims. To the best of the Government's knowledge, information and belief, there are no claims, causes of action or other litigation or proceedings pending or threatened with respect to the ownership or operation of the Property or any part thereof (including disputes with mortgagees, governmental authorities, utilities, contractors or adjoining land owners).

(e) Notice. To the best of the Government's knowledge, information and belief, the Government has not received any notice of (and is not otherwise aware of) any violations of any legal requirements with respect to the Property which has not been disclosed to the Authority.

ARTICLE 8. Authority's Representations. The Authority hereby represents to the Government on and as of the Effective Date and on and as of the Closing, the Authority has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the Authority pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the Authority shall be duly authorized to sign the same on the Authority's behalf and to bind the Authority thereto. This Agreement and all documents to be executed pursuant hereto by the Authority are and shall be binding upon and enforceable against the Authority in accordance with their respective terms.

ARTICLE 9. Response Assurances and Covenant Deferral Request Under CERCLA 42 U.S.C. Section 9620(h)(3)(C) To Facilitate Early Transfer. CERCLA requires a covenant warranting that all remedial actions necessary to protect human health and the environment have been taken prior to transfer of the Property to the Authority with respect to any hazardous substances remaining on the Property. Some portions of the Property do not meet this requirement; however, the covenant may be deferred and said Property may be conveyed prior to completion of required remedial response actions if the requirements of CERCLA 42 U.S.C. § 9620(h)(3)(C), have been met. As required under CERCLA, a Covenant Deferral Request package with all required documentation, including a draft FOSET, will be submitted by the Government to the Administrator of the United States Environmental Protection Agency and the Governor of the State of California for endorsement and final approval. Early conveyance of the Property pursuant to a FOSET is conditioned upon the Administrator's and the Governor's approval of the Covenant Deferral Request. A copy of the Covenant Deferral Request will be provided to the Authority for their review and approval prior to its submission to the Administrator and the Governor.

ARTICLE 10. Environmental Services Cooperative Agreement(s).

(a) The Authority and the Government are considering whether to enter into one or more Environmental Services Cooperative Agreement(s) whereby the Authority, its contractors and successors and assigns, will assume responsibility for completing environmental remediation actions on the Property on behalf of the Government.

(b) Authority Proposal(s). The Authority will submit to the Government a proposal(s) (the "Proposal(s)") consisting of a draft Environmental Services Cooperative Agreement whereby the Authority, its contractors and successors and assigns, will agree to remediate certain selected environmental conditions on selected portions of the Property ("Environmental Remediation Work"). If the Parties negotiate and enter into an Environmental Services Cooperative Agreement, the Authority, its contractors and successors and assigns, will perform the Environmental Remediation Work in consideration for the agreed upon sum in accordance with the terms and conditions of the Environmental Services Cooperative Agreement. If the Government rejects the Proposal after discussions, the Government will retain responsibility for the environmental remediation of the Property at its own cost, expense and risk.

ARTICLE 11. Completion of Remediation and Deed Covenants. For Property that has transferred early, pursuant to the requirements of CERCLA 42 U.S.C. § 9620(h)(3)(C) for which the remediation of the Property is completed, by either the Government or by the Authority pursuant to an Environmental Services Cooperative Agreement, the Party responsible for remediating the Property shall provide documentation evidencing regulatory closure as required by CERCLA 42 U.S.C. § 9620(h)(3)(B) whereupon an appropriate instrument, in recordable form, containing a warranty that all necessary remedial action has been taken as provided by CERLCA 42 U.S.C. § 9620(h)(3)(B)(iii) shall be prepared by the Government and delivered to the Authority. The Authority may then record the warranty as an addendum or amendment to the Deed.

ARTICLE 12. Escrow; Title. If deemed necessary by the Authority, the Authority shall establish an escrow at its own cost and expense with an accredited title insurance company (the "Escrow Agent"). Any title insurance that may be desired by the Authority shall be procured at its sole cost and expense. However, the Government shall cooperate with the Authority or its authorized agent and shall permit examination and inspection of any documents relating to the title of the Property as it may have available. It is understood that the Government shall not be obligated to pay for any expense incurred in connection with title matters for the Property. The Authority may, at its sole cost and expense, on or before the Closing Date, order such searches as it deems appropriate confirming the absence of additional title exceptions that may arise after execution of this Agreement.

ARTICLE 13. Officials Not To Benefit. No member of or delegate to Congress shall be admitted to any share or part of the Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

1
2 **ARTICLE 14. Covenant Against Contingent Fees.** Authority warrants that no person
3 or agency has been employed or retained to solicit or secure this Agreement upon an agreement
4 or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide
5 employees or bona fide established commercial agencies maintained by Authority for the purpose
6 of securing the successful purchase of the Property by the Authority. "Bona fide established
7 commercial agencies" has been construed to include licensed real estate brokers engaged in the
8 business generally. For breach or violation of the warranty, Government has the right to annul
9 this Agreement without liability or in its discretion to require Authority to pay, in addition to the
10 consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

11
12 **ARTICLE 15. Notices.** Notices shall be deemed sufficient under this Agreement if made
13 in writing and submitted to the following addresses (or to any new or substitute address
14 hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure
15 set forth herein by the intended recipient of such notice):

16 **If to Authority:**

17 James M. Flint, Executive Director
18 Alameda Reuse and Redevelopment Authority
19 Alameda City Hall
20 2263 Santa Clara Avenue
21 Alameda, CA 94501-4456
22 (Facsimile: 510-748-4504)

23 with a copy to:

24 Carol Korade, General Counsel
25 Alameda Reuse and Redevelopment Authority
26 Alameda City Hall; Room 280
27 2263 Santa Clara Avenue
28 Alameda, California 94501-4456
29 (Facsimile: 510-748-4691)

30 and to:

31 George R. Schlossberg, Esq.
32 Kutak Rock
33 1101 Connecticut Avenue, N.W.
34 10th Floor
35 Washington, D.C. 20036
36 (Facsimile: 202-828-2488)

37 **If to Government:**

38 Commanding Officer
39 Southwest Division
40 Engineering Field Division
41 Naval Facilities Engineering Command
42 1220 Pacific Highway
43 San Diego, CA 92132-5189
44 (Facsimile: 619-532-3830)

1
2 **ARTICLE 16. Effects of Deeds.** The delivery of the executed Deeds pursuant to this
3 Agreement from the Government to the Authority shall be deemed full performance by the
4 Government of its obligations hereunder with regard to the portions of the Property conveyed by
5 each Deed other than any obligations of the Government which are required by this Agreement or
6 by law (including, *inter alia*, any obligations under CERCLA Section 120(h) and under Section
7 330 of the Department of Defense Authorization Act of 1993) to be performed after the delivery
8 of each such Deed. Except as otherwise provided for in this Agreement, the Government agrees
9 not to grant, after the effective date of this Agreement, any encumbrances, covenants, conditions,
10 restrictions, limitations on use or notices concerning the Property without first conferring with the
11 Authority. Except as provided herein and except for the Grantor's environmental remediation
12 responsibilities under CERCLA, all of the Property conveyed or leased hereunder will be in an
13 "as-is, where-is" condition and without any representation or warranty whatsoever and without
14 any obligation on the part of the United States of America except as expressly provided for by law
15 or in this Agreement.

16
17 **ARTICLE 17. Prior Claims.** The Government shall remain responsible for all
18 liabilities, claims, demands, judgments, suits, litigation, amounts payable (collectively, "Pre-
19 Closing Obligations") against the Government or the Property attributable to the period prior to
20 the conveyance or lease of the Property to the City as otherwise provided by the law. The City
21 shall notify the Government of the existence or occurrence of any such Pre-Closing Obligations of
22 which it has knowledge and shall cooperate with the Government in the disposition thereof.

23
24 **ARTICLE 18. Government's Covenants.** From the Effective Date of this Agreement
25 to the Closing, the Government shall not do, permit, or agree to do, any of the following:

26
27 (a) Sell, encumber or grant any interest in the Property or any part
28 thereof in any form or manner whatsoever or otherwise perform or permit any act which will
29 diminish or otherwise affect the Authority's interest under this Agreement or in or to the Property
30 or which will prevent the Government's full performance of its obligations hereunder, without the
31 written consent of the Authority, except as may be required for environmental restrictive
32 covenants or use restrictions serving as a component of remediation of any parcel; or

33
34 (b) Remove or alter any fixtures or personal property from the
35 Property listed on Exhibit "F," without the written consent of the Authority, except when such
36 removals or alterations are in association with the Government's continuing obligations under
37 CERCLA.

38
39 **ARTICLE 19. No Right of Rescission.** There shall be no right of rescission in the
40 Government as to the Property, or any portion thereof, once conveyed to the Authority. The
41 foregoing shall not be interpreted to limit any future exercise of the power of eminent domain by
42 the Government.

43
44

ARTICLE 20. Master Lease Termination and Residual Obligations.

(a) It is acknowledged that the Authority currently leases the Property from the Government under a 15-year lease agreement, as amended, designated Government Contract N6247497RP00P68, originally commencing on March 24, 1996 (the "Master Lease"). Simultaneous with the execution of this Agreement, (i) the Authority's leasehold interest in the Property shall extinguish in accordance with the terms of said Master Lease, and all obligations and responsibilities of the parties to the Master Lease shall cease and (ii) the parties agree to execute a Lease in Furtherance of Conveyance for the Property ("LIFOC"). Attached as Exhibit "J" is the form of LIFOC for the Property to be leased by the Government to the Authority.

(b) The Authority agrees to indemnify and hold harmless the Government, its employees and agents for activities conducted by the Authority, its tenants, agents, employees or contractors under the Master Lease or any rights-of-entry's authorized and granted pursuant to this Agreement or any other pre-existing lease between the Authority and any third party or any rights-of-entry authorized by the Government prior to this Agreement. The Authority assumes no liability for damages for personal injury, illness, disability, death or property damage arising from (i) any actions or activities prior to the time the Authority took possession of the Property under the Master Lease, or any other pre-existing lease or right of way between the Authority and the Government, (ii) any exposure or failure to comply with any legal requirements applicable to lead based paint or asbestos on any portion of the Property arising prior to the Government's conveyance of such portion of the Property to the Authority pursuant to this Agreement, or (iii) any lead based paint, asbestos or asbestos containing materials that were located on the Property at any time prior to the date of the Government's transfer of the applicable portion of the Property but are no longer located thereon at the time of such transfer, or (iv) any disposal, prior to the Government's transfer of the applicable portion of the Property, of any lead based paint, asbestos or asbestos containing materials. Nothing contained herein shall affect any liability of the Authority for claims arising under the Master Lease or any sublease of any portion of the Property by the Authority prior to Closing.

ARTICLE 21. Liability for Environmental Contamination. Notwithstanding any other provision of this Agreement, and except as set forth in the Deed described herein, the Authority and its assigns do not hereby assume any liability or responsibility for environmental impacts and damage caused by the Government's use of toxic or hazardous wastes, substances or materials, or petroleum derivatives, on any portion of the Property. The Authority and its assigns have no obligation under this Agreement to undertake the defense of any claim or action, whether in existence now or brought in the future, or to conduct any cleanup or remediation action solely arising out of the use or release of any toxic or hazardous wastes, substances or materials, or petroleum or petroleum derivatives, on or from any part of the Property due to activity on the Property by the Government.

ARTICLE 22. Sharing of Roads. The Government and the Authority shall grant to the other at no cost such easements or licenses as may be required for (a) the use of roads, utilities and other services necessary or desirable for the enjoyment and benefit of those portions of the

1 Property as to which possession has been given, and (b) for ingress and egress as may be
2 necessary to perform services.
3

4 **ARTICLE 23. Right of Entry.** From the Effective Date of this Agreement to the Final
5 Closing, the Government agrees to issue a license, lease, or other appropriate document to the
6 Authority for its representatives, agents, employees, lenders, contractors, appraisers, architects
7 and engineers designated by the Authority access to and entry upon the Property and the
8 improvements thereon to examine, inspect, measure, conduct infrastructure improvements,
9 demolish infrastructure, improvements, hazardous and other material disposal and removal,
10 construction of infrastructure and test the Property. In exercising the right of entry granted by
11 this section, the Authority shall: 1) provide reasonable notice to the Government of the date, time,
12 and purpose of the entry; 2) obtain the Government's prior written consent to any infrastructure
13 demolition, land-disturbing testing, including the taking of core samples, and hazardous and other
14 material disposal; 3) ensure that any activities on the Property do not interfere with Government
15 operations or activities; and 4) comply with terms and conditions specified by the Government
16 (including reasonable insurance requirements), which the Government agrees it shall not
17 unreasonably impose.
18

19 (a) Any work and improvements by the Authority shall be subject to terms,
20 conditions, and restrictions deemed necessary by the Government and set forth in the license,
21 lease or Rights of Entry as appropriate. The cost of said improvements shall be borne entirely by
22 the Authority, and shall remain the property of the Government if the transfers anticipated herein
23 do not occur. The Authority shall indemnify and hold the Government harmless from all claims,
24 liability, loss, cost, environmental contamination, or damage that may occur as a result of the
25 undertaking by the Authority of said improvements or site preparation, except where such claims,
26 liability, loss, cost, environmental contamination, or damage is the result of the gross negligence
27 or willful misconduct of the Government or its employees, agents, or contractors. It shall be the
28 responsibility of the Authority at its expense to obtain all governmental permits and clearances
29 and complete any environmental analysis or documentation required for the undertaking of said
30 improvements or site preparation, including but not limited to:

31 1. permits and clearances from the Government, EPA, and the California
32 Department of Toxic Substance Control, related to the ongoing environmental
33 cleanup at FISC and as may be required by applicable law;

34 2. air quality analysis and documentation; and

35 3. any permits, analysis, and/or documentation required by the National
36 Environmental Policy Act of 1969 (NEPA), the National Historic Preservation Act
37 of 1966 (NHPA), the Endangered Species Act, and the Coastal Zone Management
38 Act,

39 (b) The Government shall cooperate with the Authority as necessary to obtain
40 said permits, provided that the Authority shall satisfy any expense or liability of the Government
41 in connection therewith.

1
2 **ARTICLE 24. Modification; Waivers.** This Agreement contains the entire agreement
3 and understanding of the parties in respect to the purchase and sale of the Property, and may not
4 be amended, modified or discharged nor may any of its terms be waived except by an instrument
5 in writing signed by the parties. A waiver of a specific provision shall not be deemed a waiver of
6 any subsequent provision. The parties hereto shall not be bound by any terms, conditions,
7 statements, warranties or representations, oral or written, not contained herein.

8
9 **ARTICLE 25. Further Assurances.** The Parties acknowledge that it is their mutual
10 intent to effectuate an orderly, amicable, and expeditious transfer of the Property from
11 Government to Authority and that, toward that end, (i) any or all ambiguities herein shall, to the
12 extent practicable, be construed in the way most liberally conducive to the aforesaid conveyance,
13 (ii) the Parties both agree to take such additional acts and/or to permit such additional actions
14 (including but not limited to any actions required in the event it shall become necessary, before or
15 after the conveyances contemplated herein, to effect a formal subdivision or subdivisions of the
16 Property) and (iii) the Parties agree to execute, deliver and perform under the terms of such other
17 documents as their respective legal counsel may deem necessary or appropriate to effect the
18 purposes of this Agreement.

19
20 **ARTICLE 26. Dispute Resolution Procedures.**

21
22 (a) If a dispute arises under this Agreement, these procedures shall apply.
23 Either Party may invoke this dispute resolution procedure. The Parties shall make reasonable
24 efforts to informally resolve disputes at the lowest level prior to the issuance of a formal written
25 statement of dispute under the procedures set forth below.

26
27 (b) Within thirty (30) days after any action which leads to or generates a
28 dispute or after efforts to informally resolve a dispute have failed, either Party may submit a
29 written statement of dispute to the other Party setting forth the nature of the dispute, the work
30 affected by the dispute, the disputing Party's technical and legal position regarding the dispute,
31 and the relief requested. The Commanding Officer, Southwest Division, Naval Facilities
32 Engineering Command and the City Manager, City of Alameda, shall serve as Dispute Resolution
33 Managers for their respective organizations. The written statement of dispute shall be mailed by
34 the Dispute Resolution Manager for the disputing Party to the Dispute Resolution Manager for
35 the other Party.

36
37 (c) The Dispute Resolution Managers shall have twenty-one working days to
38 resolve the dispute from the date of receipt of the written statement of dispute. The resolution of
39 the dispute shall be memorialized in writing. Both Parties shall abide by the terms and conditions
40 of any final resolution of the dispute.

41
42 (d) The Parties shall diligently perform under this Agreement pending the
43 completion of these dispute resolution procedures.

5 (f) The timeframes set forth above for reporting and resolution of disputes
6 may be extended by mutual agreement of the Parties and such agreement shall be memorialized in
7 writing.

ARTICLE 27. Survival and Benefit. The Authority may not transfer or assign its rights and interests under this Agreement, without the written consent of the Government. All representations, warranties, agreements, obligations and indemnities of the parties shall, notwithstanding any investigation made by any party hereto, survive Closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement otherwise shall be construed as creating any rights of enforcement by any person or entity that is not a party hereto, nor any rights, interest, or third party beneficiary status for any entity or person other than the parties hereto.

ARTICLE 28. Interpretation. The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement.

(b) Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa.

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

34 (d) The terms "include," "including" and similar terms shall be
35 construed as if followed by the phrase "without being limited to."

41 (f) Whenever under the terms of this Agreement the time for
42 performance of a covenant or condition falls upon a Saturday, Sunday or holiday observed by the
43 performing party, such time for performance shall be extended to the next business day.
44 Otherwise all references herein to "days" shall mean calendar days.

(g) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(h) Time is of the essence for this Agreement.

ARTICLE 29. Non-Discrimination. The Authority covenants for itself, its successors and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said Authority and such successors and assigns shall not discriminate upon the basis of race, color, sex, religion, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

ARTICLE 30. Further Assurances. The Government shall, upon the reasonable request of the Authority, execute, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in order to carry out the intent and purpose of this Agreement.

ARTICLE 31. Counterparts. This Agreement may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have caused their duly appointed representatives to execute this Agreement as of the Effective Date set forth above.

WITNESS/ATTEST:

By: Rex

Name:
Title:

ATTEST:

By: Ca
Name:
Title:

THE UNITED STATES OF AMERICA

By: WILLIAM R. CARSILLO
Real Estate Contracting Officer

ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY

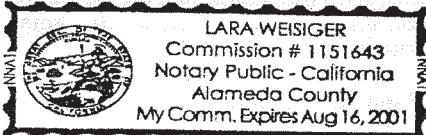
By JAMES M. FLINT
Executive Director

Approved as to Form.

Serials & Reference
ASS'T. GENERAL COUNSEL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENTState of CaliforniaCounty of AlamedaOn June 6, 2000 before me, Lara Weisiger, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared James M. Flint,
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

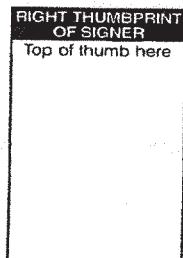
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing:



Signer's Name: _____

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

Signer Is Representing:



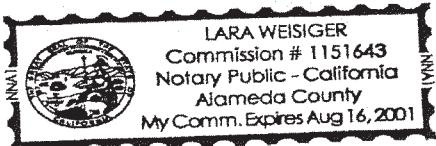
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On June 16, 2000 before me, Lara Weisiger, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared William R. Carsillo,
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

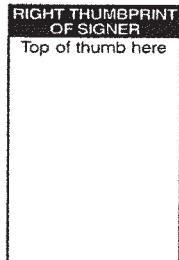
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Individual
 Corporate Officer
Title(s): _____

Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing:



Signer's Name: _____

Individual
 Corporate Officer
Title(s): _____

Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing:

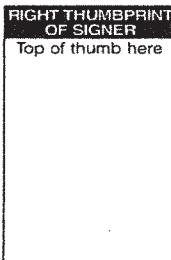


EXHIBIT B

Original Easement

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

0131-099300000

Recording requested by and
when recorded mail to:

John Russo, City Manager
City of Alameda
Alameda City Hall
2263 Santa Clara Avenue
Alameda, CA 94501-4456

Exempt from documentary transfer tax pursuant to California Revenue and Taxation Code §11922. Exempt from recording fees pursuant to California Government Code §27383.

Exhibit B

FIRST AMERICAN TITLE COMPANY
HEREBY CERTIFIES THAT THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL DOCUMENT

by J. SANTIAGO

RECORDED: 6-16-2013

SEBIKS NO: 2013-199835

Space Above This Line Reserved for Recorder's Use

N4769213RP13P49

**GRANT OF NON-EXCLUSIVE EASEMENT FOR
ACCESS AND MAINTENANCE OF UTILITY SYSTEMS
AT THE FORMER NAS ALAMEDA**

7 THIS GRANT OF EASEMENT ("Easement") made the 4th day of June,
8 2013, by THE UNITED STATES OF AMERICA, acting by and through the Department of
9 the Navy (the "GRANTOR" or "Government"), and the CITY OF ALAMEDA,
10 CALIFORNIA (the "GRANTEE"), Successor in Interest to the Alameda Reuse and
11 Redevelopment Authority ("ARRA"). The GRANTOR and the GRANTEE are sometimes
12 individually referred to herein as "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the GRANTOR and the ARRA entered into that certain *Memorandum of Agreement between the United States of America acting by and through the Secretary of the Navy, United States Department of the Navy, and the Alameda Reuse and Redevelopment Authority for the Conveyance of Portions of the Naval Air Station Alameda from the United States to the Alameda Reuse and Redevelopment Authority*, dated June 6, 2000, as amended ("Conveyance Agreement");

WHEREAS, the Government conveyed certain portions of NAS Alameda to the ARRA on July 17, 2000, pursuant to the Conveyance Agreement;

WHEREAS, in 2012, the ARRA assigned its rights and obligations under the Conveyance Agreement to the City of Alameda, and the City assumed all of ARRA's rights and obligations and became the federally recognized Local Redevelopment Authority ("LRA") for NAS Alameda on March 9, 2012;

WHEREAS, the Government conveyed to the City by Bill of Sale its right, title and interest in and to various natural gas, water, telephone, cable television, electric utility, portions of the storm drainage and portions of the wastewater distribution systems, (collectively the "Systems") at the former NAS Alameda;

1 **WHEREAS**, a portion of such Systems presently exists on those portions of NAS
2 Alameda owned by GRANTOR and such portion of NAS Alameda is hereinafter collectively
3 referred to as "Retained Government Property";
4

5 **WHEREAS**, this non-exclusive Easement is required to allow GRANTEE its agents,
6 successors, and assigns to access, use, install, maintain, operate, construct, replace, and repair the
7 Systems that are located on, in, over and under the Retained Government Property; and
8

9 **WHEREAS**, the Secretary of the Navy has determined that the grant of this Easement
10 on the terms and conditions set forth herein is in the public interest and will not substantially
11 injure the interest of the United States in the underlying real property, and that the uses permitted
12 under its terms are consistent with the protection of human health and the environment.
13

14 **NOW, THEREFORE**, for and in consideration of mutual entry into this Easement by the
15 parties hereto, and for other good and valuable consideration, the receipt and adequacy of which
16 are hereby acknowledged by each party hereto, the parties hereby agree as follows:
17

18 1. **EASEMENT.** GRANTOR does hereby remise, release and grant to GRANTEE,
19 its successors and assigns, a non-exclusive easement ("Easement") within the Retained
20 Government Property shown on Exhibit "A," attached hereto and made a part hereof to access,
21 use, install, maintain, operate, construct, replace, and repair the Systems on, in, over and under
22 the Retained Government Property. GRANTOR and GRANTEE have not been able to prepare
23 maps or drawings describing the location and extent of the Systems prior to the execution of this
24 Easement, therefore, the exact location of this Easement right is unknown, but shall be
25 coterminous with the actual location of the Systems and shall extend to the minimum of amount
26 of space actually required to access, use, install, maintain, operate, replace, upgrade and repair
27 existing Systems within the Retained Government Property (such area to be referred to herein as
28 the "Easement Property").
29

30 2. **TERM.** The term of this Easement shall commence and be effective upon
31 execution by the Parties and shall continue in perpetuity except for (i) any portion of said
32 Easement for which the GRANTOR conveys the underlying fee to GRANTEE at which point the
33 Easement with respect to the conveyed portion shall automatically terminate, or (ii) any portion
34 of the Easement otherwise terminated in accordance with the termination provisions of Paragraph
35 11.
36

37 3. **USE.** The sole purpose of this Easement is to access, use, install, maintain,
38 operate, construct, replace, and repair the Systems on the Retained Government Property.
39

40 4. **HISTORIC PROPERTY.** A portion of the Retained Government Property is
41 located within the NAS Alameda Historic District, a historic property listed in the National
42 Register of Historic Places. While GRANTOR holds an interest in the underlying real property,
43 GRANTEE shall not undertake any activity that may affect the NAS Alameda Historic District,

1 including excavation, construction, alteration or repair, without the prior written approval of
2 Department of the Navy.

3
4 **5. CONDITION OF EASEMENT PROPERTY.** The Easement shall be granted
5 to GRANTEE "as is," "where is." GRANTOR makes no warranty as to the usability of the
6 Easement generally or as to its fitness for any particular purpose.

7
8 **6. ASSIGNMENT AND TRANSFER.** GRANTEE shall not assign or transfer this
9 Easement, or any interest therein, without prior written consent of GRANTOR, provided
10 however, that such consent shall not be required for GRANTEE to assign or transfer an interest
11 in the Easement to a utility service provider.

12 **7. NOTICE REQUIRED FOR WORK.**

13
14 **7.1.** Except in the case of an emergency, GRANTEE shall not conduct any
15 subsurface excavation, digging, drilling or other disturbance of the surface without prior
16 written notification to GRANTOR. For purposes of this paragraph, "emergency" shall
17 mean an unexpected, serious occurrence or situation urgently requiring prompt action.
18 GRANTEE shall submit written notice of any work performed in an emergency as soon
19 as is practicable.

20
21 **7.2.** GRANTEE shall immediately cease any excavation conducted in
22 accordance with paragraph 7.1 if it discovers the presence of hazardous substances or
23 wastes, pollutants or contaminants in any soil or groundwater, and promptly notify
24 GRANTOR and cognizant regulators in writing of such fact. Thereafter, GRANTEE may
25 proceed in accordance with all applicable laws and regulations.

26
27 **7.3.** With respect to any work to be performed in or about a "historic property"
28 as defined 36 by CFR § 800.16, GRANTEE shall comply with the provisions of
29 paragraph 4.

30
31 **8. NON-INTERFERENCE WITH GOVERNMENT OPERATIONS.** Subject to
32 Article 23 of the Conveyance Agreement and Article 11 of the Lease in Furtherance of
33 Conveyance, GRANTEE shall not conduct operations on Retained Government Property that
34 will interfere with or otherwise restrict environmental clean-up, remediation or restoration
35 activities by the GRANTOR, U.S. Environmental Protection Agency (EPA), state environmental
36 regulators, or their contractors.

37
38 **9. GRANTEE ACTIVITIES UNDER THE EASEMENT.** The GRANTEE shall
39 be responsible for direct costs related to its use, installation, maintenance, operation,
40 construction, replacement, and repair of Systems under this Easement. Any and all damage to
41 the Retained Government Property resulting from the activities of GRANTEE under this

1 Easement shall be repaired by GRANTEE at no expense to GRANTOR and the Retained
2 Government Property shall be restored to its pre-construction condition.

3

4 **10. ENVIRONMENTAL PROTECTION PROVISIONS.**

5

6 10.1. GRANTEE and its contractors shall comply with all applicable federal,
7 state and local laws, regulations, rules, orders and standards that are or may become
8 applicable to GRANTEE's activities under this Easement. Nothing herein shall be
9 construed to affect the GRANTOR's obligations or responsibilities pursuant to the
10 Comprehensive Environmental Response, Compensation and Liability Act, as amended
11 42 U.S.C. §9601, et. seq., (CERCLA) or any other federal, state or local law. In
12 connection with environmental remediation on Retained Government Property,
13 GRANTEE agrees on behalf of itself, its successors and assigns, that GRANTOR, or its
14 officers, agents, employees, contractors and subcontractors, shall have the right, upon
15 reasonable notice to GRANTEE, to enter upon the Easement in any case in which an
16 action is found to be necessary at such property in satisfaction of the Government's
17 obligations under CERCLA and other applicable environmental statutes and regulations.
18 Neither GRANTEE, nor its successors and assigns, shall have any claim on account of
19 such entries against the United States or any of its officers, agents, employees, contractors
20 or subcontractors. The right to enter shall include the right to conduct tests,
21 investigations and surveys, including, where necessary, drilling, test-pitting, boring and
22 other similar activities. Such right shall also include the right to construct, operate,
23 maintain or undertake any other response or corrective action as required or necessary,
24 including, but not limited to monitoring wells, pumping wells and treatment facilities. In
25 exercising these rights of access, except in case of imminent and substantial
26 endangerment to human health or the environment, the GRANTOR (1) shall give the
27 GRANTEE reasonable notice of any action to be taken related to such response or
28 corrective actions on the Easement, and (2) make reasonable efforts to minimize
29 interference with the on-going use of the Easement. Furthermore, the GRANTOR and
30 GRANTEE agree to cooperate in good faith to minimize any conflict between the
31 necessary environmental investigation and response or corrective action and the
32 GRANTEE's use of the Easement. Any inspection, survey, investigation or other
33 response, corrective or remedial action undertaken by GRANTOR will, to the maximum
34 extent practical, be coordinated with representatives designated by the GRANTEE.

35

36 10.2. GRANTEE shall be solely responsible for obtaining at its cost and
37 expense any environmental permits required for its operations under the Easement,
38 independent of any existing permits held by the GRANTOR. GRANTEE acknowledges
39 that notwithstanding GRANTOR being named as owner of the Easement Property in any
40 permit granted to GRANTEE, GRANTEE is solely responsible for complying with all
41 permit terms and conditions, including payment of associated fees. In the event the
42 GRANTEE has knowledge of a violation of the terms and conditions of any permit,
43 GRANTEE shall promptly notify GRANTOR and the appropriate environmental

1 regulatory agencies and take any necessary actions to come into compliance with the
2 permit.

3
4 10.3. GRANTOR's rights retained under this Easement specifically include the
5 right for GRANTOR to inspect for compliance with environmental, safety and
6 occupational health laws and regulations, whether or not GRANTOR is responsible for
7 enforcing them. Such inspections are without prejudice to the right of duly constituted
8 environmental regulatory enforcement officials to make such inspections. GRANTEE
9 shall have no claim on account of any inspections against the United States of America or
10 any officer, agent, employee, contractor or subcontractor thereof.

11
12 10.4. This Easement shall not preclude GRANTOR and the State of California,
13 and their officers, agents, employees, contractors and subcontractors, the right to enter
14 upon the Easement Property for the purposes enumerated in this subparagraph and for
15 such other purposes consistent with any provisions of federal, state or local, laws and
16 regulations, or applicable clean-up, remediation or restoration plans to (i) conduct
17 investigations and surveys, including, where necessary, drilling, soil and water sampling,
18 testpitting, testing soil borings and other activities related to implementing applicable
19 response, clean-up, remediation, or restoration plans; (ii) inspect field activities of
20 GRANTOR and its contractors and subcontractors in implementing applicable clean-up,
21 remediation, or restoration plans; (iii) conduct any test or survey required by EPA or
22 applicable state equivalent relating to the implementation of applicable clean-up,
23 remediation, or restoration plans; (iv) construct, operate, maintain or undertake any other
24 response or remedial action as required or necessary under applicable clean-up,
25 remediation, or restoration plans, including but not limited to monitoring wells, pumping
26 wells and treatment facilities.

27
28 10.5. GRANTEE agrees to comply with the provisions of any health and safety
29 plan in effect during the course of any of the above described response or remedial
30 actions and shall comply with all applicable federal, state and local occupational safety
31 and health regulations. Any claim by the GRANTEE against the GRANTOR or any
32 officer, agent, employee, contractor or subcontractor thereof which is caused by such
33 entry shall be addressed as provided by law.

34
35 10.6. GRANTEE shall strictly comply with the hazardous waste permit
36 requirements under the Resource Conservation and Recovery Act or its applicable state
37 equivalent for any accumulation of hazardous wastes derived from the activities of
38 GRANTEE on the Easement Property. GRANTEE shall be solely responsible for
39 providing at its own cost and expense hazardous waste storage, as may be necessary or
40 required by law or regulation, except as specifically authorized by GRANTOR in writing.

1 10.7. Department of Defense component accumulation points for hazardous and
2 other waste will not be used by GRANTEE. Neither will GRANTEE permit its
3 hazardous wastes to be commingled with hazardous waste of GRANTOR.

4
5 10.8. GRANTEE shall have a GRANTOR-approved plan for responding to
6 hazardous waste, fuel and other chemical spills prior to commencement of operations on
7 the Easement Property. Should GRANTOR provide any personnel or equipment whether
8 for initial fire response and/or spill containment, or otherwise on request of GRANTEE,
9 or because GRANTEE was not, in the opinion of GRANTOR conducting timely response
10 cleanup actions, GRANTEE agrees to reimburse GRANTOR for its reasonable and
11 necessary costs associated with such response or cleanup.

12
13 10.9. If GRANTEE intends to make any improvements or repairs that require
14 the abatement or removal of Asbestos Containing Materials ("ACM"), Lead Based Paint
15 ("LBP"), or Polychlorinated biphenyl ("PCBs"), GRANTEE shall comply with all
16 federal, state, and local laws and regulations applicable to such abatement or removal.

17
18 10.10. GRANTEE releases, remits, and forever discharges the GRANTOR, its
19 officers, agents and employees of and from any and all claims, causes of action, injuries,
20 damages and demands whatsoever in law or in equity arising out of, or connected with
21 GRANTEE's activities upon and use of the Easement Property. GRANTEE agrees to
22 indemnify, defend, and hold harmless GRANTOR against all fines, claims, damages,
23 lawsuits, judgments, and expenses arising out of or from any costs, expenses, liabilities,
24 fines or penalties resulting from discharges, emissions, spills, storage or disposal caused
25 or created by GRANTEE's occupancy, use or operations, or any other action by
26 GRANTEE giving rise to GRANTOR liability, civil or criminal, or any other action by
27 GRANTEE giving rise or responsibility under federal, state or local environmental laws.
28 GRANTEE's obligations hereunder shall apply whenever GRANTOR incurs costs or
29 liabilities for GRANTEE's activities as provided hereunder. This provision shall not
30 apply to the extent that claims, demands, actions, proceedings, losses, liens, costs and
31 judgments (including fines and penalties) are caused or created by concurrent active or
32 sole negligence of the GRANTOR, its officers, agents, employees, or contractors. This
33 provision shall survive the expiration or termination of the Easement.

34
35 10.11. To the extent any portion of the Retained Government Property is an
36 installation of the Department of Defense, storage, treatment or disposal of toxic or
37 hazardous materials on such portions is prohibited excepted as authorized by GRANTOR
38 in accordance with 10 U.S.C. § 2692.

39
40 11. **TERMINATION.** All or any part of this Easement shall automatically terminate
41 when the GRANTOR conveys the underlying fee to GRANTEE with respect to the conveyed
42 portion. All or any part of this Easement shall terminate upon abandonment of the rights granted

N4769213RP13P49

1 herein, or upon nonuse of such rights for a period of two (2) consecutive years with the exception
2 of the survival of GRANTEE's indemnification obligations pursuant to Paragraph 10.10.

3

4 **12. SUBMISSION OF NOTICES.**

5

6 Notices shall be sufficient under this Easement made in writing and to the addressees described
7 below, or to such other addressees as the parties hereto may designate from time to time in
8 writing:

9

10 If to the Department of Navy:

11

12 Real Estate Contracting Officer
13 Base Realignment and Closure Program Management Office West
14 1455 Frazee Road, Suite 900
15 San Diego, CA 92108-4310

16

17 If to the GRANTEE:

18

19 City of Alameda
20 Alameda City Hall
21 2263 Santa Clara Avenue
22 Alameda, CA 94501-4456
23 Attention: City Manager

24

25 With a copy to:

26

27 City of Alameda
28 Alameda City Hall
29 2263 Santa Clara Avenue
30 Alameda, CA 94501-4456
31 Attention: City Attorney

32

33 With a copy to:

34

35 City of Alameda
36 Alameda City Hall
37 2263 Santa Clara Avenue
38 Alameda, CA 94501-4456
39 Attention: Base Reuse Department

40

41 With a copy to:

42

43 George Schlossberg, Esq.

1 Kutak Rock, LLP
2 1102 Connecticut Avenue, N.W.
3 Washington, D.C. 20036
4

5 **13. FAILURE TO INSIST ON COMPLIANCE.** The failure of GRANTOR to
6 insist, in any one or more instances, upon performance of any of the terms, covenants or
7 conditions of this Easement shall not be construed as a waiver or relinquishment of GRANTOR's
8 right to the future performance of any such terms, covenants or conditions and GRANTEE's
9 obligations in respect to such future performance shall continue in full force and effect.
10

11 **14. AVAILABILITY OF FUNDS.** The Department of Navy's obligations under this
12 Easement are subject to the availability of funds appropriated for such purposes. Nothing in this
13 Easement shall be interpreted to require obligations or payments by the Department of Navy
14 which are in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).
15

16 **15. CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS.**
17 The conditions, restrictions, reservations, and covenants set forth in this Easement, unless
18 subsequently released, are a binding servitude on the Retained Government Property; shall inure
19 to the benefit of the GRANTOR and GRANTEE, their successors and assigns, and will be
20 deemed to run with the land in perpetuity.
21

22 **16. MISCELLANEOUS PROVISIONS.**
23

24 **16.1.** The singular includes the plural. The masculine gender includes the
25 feminine. "Shall" is mandatory. "Should" and "may" are permissive.
26

27 **16.2.** This Easement constitutes the entire understanding and agreement of the
28 parties with respect to the matters set forth herein. This Easement supersedes all
29 negotiations or previous agreements between the parties respecting this Easement. All
30 waivers of the provisions of this Easement must be in writing and signed by the
31 appropriate representatives of GRANTEE and GRANTOR.
32

33 **16.3.** The recitals set forth in this Easement are a part of this Easement.
34

35 **16.4.** The captions of this Easement are for convenience and reference only and
36 shall not define, explain, modify, limit, amplify or aid in the interpretation, construction
37 or meaning of any of the provisions of this Easement.
38

39 **16.5.** Where the consent or approval of a party is required or necessary under
40 this Easement, the consent or approval shall not be unreasonably withheld.
41

N4769213RP13P49

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth below duly executed this Easement as of the day and year first above written.

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

By: Esther P. Ewell
ESTHER P. EWELL
Real Estate Contracting Officer

State of California
County of Alameda

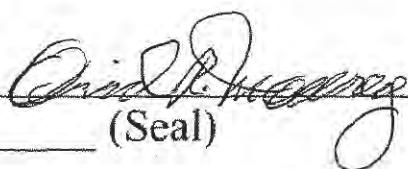
On June 4, 2013 before me, OVID R. MOWREY, a Notary Public, personally appeared

Esther P. Ewell who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

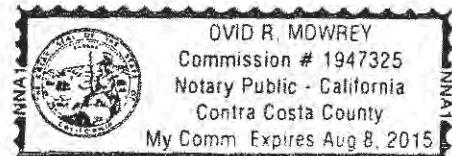
I certify under PENALY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



N4769213RP13P49

1

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

2

3

4 **TO INDICATE ACCEPTANCE** of its covenants and agreements contained in this
5 Easement, GRANTEE has executed this document on the date written below.

6

7

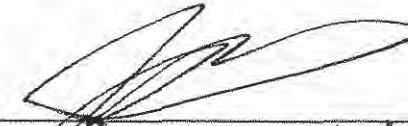
CITY OF ALAMEDA

8

9

10

11 By:

12 
John Russo AKA JOHN A. RUSSO
13 City Manager

14 Dated:

15 6/4/13

16

17

Approved as to Form


Farimah Faiz

Sr. Assistant City Attorney

State of California

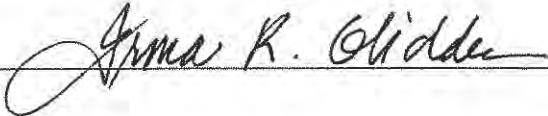
County of Alameda

On June 4, 2013 before me, Irma R. Glidden, a Notary Public, personally appeared John A. Russo who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

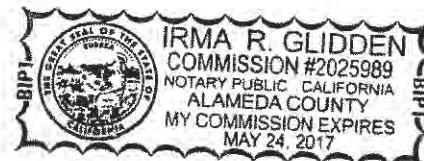
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



N4769213RP13P49

1
2

EXHIBIT "A"
Retained Government Property

MAY 29, 2013
JOB NO.: 1087-010

LEGAL DESCRIPTION
REMAINING GOVERNMENT PROPERTY
FORMER NAVAL AIR STATION, ALAMEDA
ALAMEDA, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, AND THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, COMPRISED OF SIX (6) PARCELS DESCRIBED AS FOLLOWS:

PARCEL ONE

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 A POINT ON THE NORTHERN LINE OF SAID PARCEL 1, SAID POINT BEING THE EASTERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS, "NORTH 72°49'42" WEST 6,084.81 FEET", ON SHEET 6 OF 12 OF SAID RECORD OF SURVEY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID NORTHERN LINE, NORTH 72°49'42" WEST 1,540.12 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHERN LINE, SOUTH 17°15'57" WEST 109.43 FEET;

THENCE, NORTH 73°06'42" WEST 114.70 FEET;

THENCE, SOUTH 18°03'38" WEST 4.84 FEET;

THENCE, SOUTH 65°06'06" WEST 14.61 FEET;

THENCE, SOUTH 16°59'25" WEST 182.23 FEET;

THENCE, SOUTH 09°52'35" EAST 107.16 FEET;

THENCE, SOUTH 36°16'18" EAST 43.10 FEET;

THENCE, NORTH 81°21'34" WEST 42.87 FEET;

THENCE, NORTH 85°15'23" WEST 359.17 FEET TO A POINT ON THE NORTHERN LINE OF THE 623.56 ACRE PARCEL IDENTIFIED AS LANDS TO BE TRANSFERRED FROM USA THROUGH THE DEPARTMENT OF THE NAVY (DOD) TO THE DEPARTMENT OF VETERANS AFFAIRS;

LEGAL DESCRIPTION
PAGE 2 OF 19

MAY 29, 2013
JOB NO.: 1087-010

THENCE, ALONG SAID NORTHERN LINE, THE FOLLOWING FOUR (4) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 480.03 FOOT (480.00 FOOT GRID) RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $46^{\circ}38'51''$ WEST, THROUGH A CENTRAL ANGLE OF $30^{\circ}29'24''$, AN ARC DISTANCE OF 255.45 FEET,
- 2) SOUTH $12^{\circ}51'45''$ EAST 180.17 FEET (180.15 FEET GRID),
- 3) ALONG THE ARC OF A TANGENT 700.05 FOOT (700.00 FOOT GRID) RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $72^{\circ}28'43''$, AN ARC DISTANCE OF 885.56 FEET (885.49 FEET GRID), AND
- 4) SOUTH $85^{\circ}20'28''$ EAST 925.65 FEET (925.59 FEET GRID) TO THE NORTHEASTERN CORNER OF SAID 623.56 ACRE PARCEL;

THENCE, FROM SAID NORTHEASTERN CORNER, ALONG THE EASTERN LINE OF SAID 623.56 ACRE PARCEL, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH $03^{\circ}11'38''$ WEST 1,731.10 FEET (1,730.98 FEET GRID), AND
- 2) SOUTH $05^{\circ}04'35''$ WEST 1,102.17 FEET (1,102.09 FEET GRID);

THENCE, LEAVING SAID EASTERN LINE, SOUTH $85^{\circ}39'37''$ EAST 2,513.12 FEET;

THENCE, SOUTH $04^{\circ}47'01''$ WEST 461.12 FEET;

THENCE, SOUTH $85^{\circ}12'09''$ EAST 224.90 FEET;

THENCE, SOUTH $85^{\circ}03'34''$ EAST 380.86 FEET;

THENCE, SOUTH $85^{\circ}03'26''$ EAST 434.78 FEET;

THENCE, SOUTH $80^{\circ}57'08''$ EAST 80.89 FEET;

THENCE, SOUTH $57^{\circ}31'44''$ EAST 34.81 FEET;

THENCE, SOUTH $17^{\circ}12'35''$ EAST 17.30 FEET;

THENCE, NORTH $04^{\circ}45'07''$ EAST 280.98 FEET;

THENCE, NORTH $05^{\circ}44'28''$ EAST 122.27 FEET;

THENCE, NORTH $04^{\circ}50'40''$ EAST 39.68 FEET;

LEGAL DESCRIPTION
PAGE 3 OF 19MAY 29, 2013
JOB NO.: 1087-010

THENCE, NORTH 04°17'00" EAST 20.01 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A;

THENCE, FROM SAID POINT A, NORTH 04°17'00" EAST 149.12 FEET;

THENCE, NORTH 05°22'56" EAST 94.57 FEET;

THENCE, NORTH 04°26'37" EAST 309.13 FEET;

THENCE, NORTH 10°15'35" WEST 314.21 FEET;

THENCE, NORTH 04°31'45" EAST 304.10 FEET;

THENCE, NORTH 85°18'21" WEST 1,186.03 FEET;

THENCE, SOUTH 04°25'46" WEST 353.25 FEET;

THENCE, SOUTH 03°54'27" WEST 3.67 FEET;

THENCE, SOUTH 04°26'54" WEST 101.73 FEET;

THENCE, SOUTH 04°26'44" WEST 91.99 FEET;

THENCE, SOUTH 04°30'08" WEST 1.27 FEET;

THENCE, NORTH 85°22'17" WEST 345.50 FEET;

THENCE, NORTH 85°21'56" WEST 34.49 FEET;

THENCE, SOUTH 04°30'25" WEST 55.75 FEET;

THENCE, NORTH 85°57'07" WEST 531.57 FEET;

THENCE, SOUTH 05°10'38" WEST 422.56 FEET;

THENCE, NORTH 84°17'15" WEST 345.71 FEET;

THENCE, NORTH 04°23'26" EAST 421.27 FEET;

THENCE, NORTH 85°07'36" WEST 475.09 FEET;

THENCE, NORTH 04°28'11" EAST 56.22 FEET;

THENCE, NORTH 84°54'06" WEST 68.64 FEET;

THENCE, NORTH 05°00'57" EAST 496.05 FEET;

THENCE, NORTH 04°54'51" EAST 592.55 FEET;

LEGAL DESCRIPTION
PAGE 4 OF 19

MAY 29, 2013
JOB NO.: 1087-010

THENCE, SOUTH 85°16'48" EAST 26.26 FEET;
THENCE, NORTH 08°51'12" EAST 46.09 FEET;
THENCE, NORTH 03°52'08" EAST 218.84 FEET;
THENCE, NORTH 04°06'21" EAST 345.56 FEET;
THENCE, NORTH 05°27'37" EAST 363.70 FEET;
THENCE, NORTH 04°36'27" EAST 60.72 FEET;
THENCE, NORTH 56°45'29" WEST 13.74 FEET;
THENCE, SOUTH 67°07'57" WEST 44.61 FEET;
THENCE, NORTH 85°16'55" WEST 141.96 FEET;
THENCE, NORTH 04°37'35" EAST 6.14 FEET;
THENCE, NORTH 51°27'08" WEST 12.15 FEET;
THENCE, NORTH 85°19'18" WEST 19.38 FEET;
THENCE, NORTH 04°48'52" EAST 8.15 FEET;
THENCE, NORTH 85°02'04" WEST 349.65 FEET;
THENCE, NORTH 04°39'28" EAST 176.58 FEET;
THENCE, NORTH 85°06'09" WEST 739.61 FEET;
THENCE, NORTH 04°53'05" EAST 869.26 FEET;
THENCE, SOUTH 72°50'58" EAST 1,339.90 FEET;
THENCE, NORTH 02°01'48" EAST 202.91 FEET;
THENCE, SOUTH 72°52'01" EAST 103.58 FEET;
THENCE, SOUTH 02°01'48" WEST 202.94 FEET;
THENCE, SOUTH 72°50'58" EAST 1,204.14 FEET;
THENCE, NORTH 04°02'03" EAST 201.55 FEET;
THENCE, SOUTH 72°52'01" EAST 133.47 FEET;
THENCE, SOUTH 04°02'03" WEST 374.46 FEET;

LEGAL DESCRIPTION

PAGE 5 OF 19

MAY 29, 2013

JOB NO.: 1087-010

THENCE, SOUTH 05°11'36" WEST 361.92 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT B;

THENCE, FROM SAID POINT B, SOUTH 04°47'01" WEST 543.63 FEET;

THENCE, SOUTH 04°52'58" WEST 520.57 FEET;

THENCE, SOUTH 85°07'03" EAST 367.16 FEET;

THENCE, SOUTH 04°26'18" WEST 329.36 FEET;

THENCE, SOUTH 85°18'21" EAST 1,286.18 FEET;

THENCE, SOUTH 04°31'45" WEST 390.83 FEET;

THENCE, SOUTH 10°15'35" EAST 314.14 FEET;

THENCE, SOUTH 04°26'37" WEST 322.85 FEET;

THENCE, SOUTH 05°22'56" WEST 94.43 FEET;

THENCE, SOUTH 04°17'00" WEST 168.66 FEET;

THENCE, SOUTH 04°50'40" WEST 40.96 FEET;

THENCE, SOUTH 05°44'28" WEST 122.19 FEET;

THENCE, SOUTH 04°45'07" WEST 282.37 FEET;

THENCE, SOUTH 84°34'50" EAST 158.12 FEET;

THENCE, SOUTH 85°10'17" EAST 94.32 FEET;

THENCE, NORTH 05°27'05" EAST 192.21 FEET;

THENCE, SOUTH 84°03'45" EAST 62.84 FEET;

THENCE, NORTH 05°47'23" EAST 175.96 FEET;

THENCE, SOUTH 84°56'52" EAST 78.81 FEET;

THENCE, NORTH 04°53'59" EAST 160.99 FEET;

THENCE, SOUTH 84°42'02" EAST 284.20 FEET;

THENCE, NORTH 07°43'03" EAST 33.58 FEET;

THENCE, SOUTH 84°15'56" EAST 150.12 FEET;

LEGAL DESCRIPTION
PAGE 6 OF 19MAY 29, 2013
JOB NO.: 1087-010

THENCE, SOUTH 83°40'15" EAST 68.03 FEET;

THENCE, SOUTH 83°20'26" EAST 121.07 FEET;

THENCE, NORTH 04°28'57" EAST 207.92 FEET;

THENCE, SOUTH 85°33'34" EAST 278.08 FEET;

THENCE, SOUTH 03°30'33" WEST 396.18 FEET;

THENCE, SOUTH 86°13'52" EAST 125.51 FEET;

THENCE, SOUTH 04°12'12" WEST 213.10 FEET;

THENCE, SOUTH 04°52'45" WEST 41.15 FEET;

THENCE, SOUTH 61°19'46" WEST 17.53 FEET;

THENCE, SOUTH 27°10'13" EAST 91.43 FEET;

THENCE, NORTH 81°19'01" EAST 98.50 FEET;

THENCE, SOUTH 01°37'35" WEST 118.73 FEET;

THENCE, SOUTH 03°33'57" WEST 122.68 FEET;

THENCE, SOUTH 78°38'44" EAST 25.24 FEET;

THENCE, SOUTH 84°56'30" EAST 313.62 FEET TO A POINT ON THE EASTERN LINE OF SAID PARCEL 1;

THENCE, ALONG SAID EASTERN LINE, THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 03°29'37" EAST 92.04 FEET,
- 2) SOUTH 03°01'15" WEST 50.03 FEET, AND
- 3) SOUTH 03°08'24" WEST 451.01 FEET;

THENCE, LEAVING SAID EASTERN LINE, NORTH 87°14'32" WEST 321.80 FEET;

THENCE, SOUTH 02°36'34" WEST 30.09 FEET;

THENCE, NORTH 85°08'08" WEST 25.47 FEET;

THENCE, SOUTH 08°43'11" WEST 13.19 FEET;

THENCE, NORTH 85°07'19" WEST 308.11 FEET;

LEGAL DESCRIPTION

PAGE 7 OF 19

MAY 29, 2013

JOB NO.: 1087-010

THENCE, NORTH 05°26'13" EAST 25.01 FEET;

THENCE, NORTH 84°55'13" WEST 114.07 FEET;

THENCE, NORTH 05°42'00" EAST 59.10 FEET;

THENCE, NORTH 85°25'05" WEST 218.69 FEET;

THENCE, NORTH 84°02'09" WEST 106.83 FEET;

THENCE, NORTH 84°44'56" WEST 98.66 FEET;

THENCE, NORTH 83°24'52" WEST 42.03 FEET;

THENCE, NORTH 82°08'46" WEST 27.88 FEET;

THENCE, NORTH 80°17'00" WEST 41.47 FEET;

THENCE, NORTH 78°05'58" WEST 27.59 FEET;

THENCE, NORTH 75°58'26" WEST 27.44 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 252.09 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 15°00'48" EAST, THROUGH A CENTRAL ANGLE OF 4°01'15", AN ARC DISTANCE OF 17.69 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT C;

THENCE, FROM SAID POINT C, ALONG THE ARC OF A NON-TANGENT 252.09 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 19°02'06" EAST, THROUGH A CENTRAL ANGLE OF 10°04'00", AN ARC DISTANCE OF 44.29 FEET;

THENCE, NORTH 60°23'57" WEST 21.08 FEET;

THENCE, NORTH 57°36'36" WEST 14.06 FEET;

THENCE, NORTH 54°13'07" WEST 16.95 FEET;

THENCE, NORTH 58°00'38" WEST 11.50 FEET;

THENCE, NORTH 53°33'40" WEST 98.66 FEET;

THENCE, NORTH 52°06'15" WEST 69.70 FEET;

THENCE, NORTH 50°54'08" WEST 41.88 FEET;

THENCE, NORTH 50°20'40" WEST 181.52 FEET;

LEGAL DESCRIPTION
PAGE 8 OF 19MAY 29, 2013
JOB NO.: 1087-010

THENCE, NORTH $51^{\circ}37'27''$ WEST 41.93 FEET;

THENCE, NORTH $54^{\circ}31'06''$ WEST 14.28 FEET;

THENCE, NORTH $56^{\circ}51'11''$ WEST 14.63 FEET;

THENCE, NORTH $58^{\circ}36'31''$ WEST 14.94 FEET;

THENCE, NORTH $60^{\circ}37'33''$ WEST 60.96 FEET;

THENCE, NORTH $66^{\circ}41'35''$ WEST 20.14 FEET;

THENCE, NORTH $46^{\circ}19'43''$ WEST 10.37 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 326.69 FOOT RADIUS CURVE TO THE
RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $30^{\circ}53'49''$ EAST,
THROUGH A CENTRAL ANGLE OF $09^{\circ}54'42''$, AN ARC DISTANCE OF 56.51 FEET;

THENCE, NORTH $45^{\circ}49'36''$ WEST 47.06 FEET;

THENCE, SOUTH $04^{\circ}10'05''$ WEST 661.92 FEET;

THENCE, SOUTH $04^{\circ}10'26''$ WEST 213.24 FEET;

THENCE, SOUTH $44^{\circ}12'14''$ WEST 55.03 FEET;

THENCE, NORTH $43^{\circ}43'52''$ WEST 34.18 FEET;

THENCE, SOUTH $46^{\circ}46'51''$ WEST 67.58 FEET;

THENCE, NORTH $43^{\circ}29'59''$ WEST 42.13 FEET;

THENCE, SOUTH $46^{\circ}08'25''$ WEST 179.09 FEET;

THENCE, SOUTH $44^{\circ}16'19''$ EAST 46.74 FEET;

THENCE, SOUTH $48^{\circ}46'37''$ WEST 65.48 FEET;

THENCE, SOUTH $44^{\circ}49'21''$ EAST 36.53 FEET;

THENCE, SOUTH $46^{\circ}16'23''$ WEST 23.87 FEET;

THENCE, SOUTH $57^{\circ}24'22''$ WEST 44.37 FEET;

THENCE, SOUTH $77^{\circ}17'52''$ WEST 35.11 FEET;

THENCE, SOUTH $88^{\circ}12'53''$ WEST 19.26 FEET;

THENCE, NORTH $78^{\circ}22'17''$ WEST 19.40 FEET;

LEGAL DESCRIPTION
PAGE 9 OF 19MAY 29, 2013
JOB NO.: 1087-010

THENCE, SOUTH $27^{\circ}23'20''$ WEST 19.28 FEET;

THENCE, SOUTH $42^{\circ}48'38''$ EAST 28.50 FEET;

THENCE, SOUTH $03^{\circ}37'39''$ WEST 23.71 FEET;

THENCE, SOUTH $48^{\circ}55'48''$ EAST 82.22 FEET;

THENCE, SOUTH $46^{\circ}04'14''$ WEST 294.48 FEET;

THENCE, SOUTH $46^{\circ}23'43''$ WEST 41.24 FEET;

THENCE, SOUTH $34^{\circ}15'34''$ WEST 15.63 FEET;

THENCE, SOUTH $30^{\circ}36'23''$ WEST 9.07 FEET;

THENCE, SOUTH $24^{\circ}12'53''$ WEST 17.99 FEET;

THENCE, SOUTH $17^{\circ}45'07''$ WEST 9.02 FEET;

THENCE, SOUTH $10^{\circ}47'09''$ WEST 18.01 FEET;

THENCE, SOUTH $04^{\circ}03'04''$ WEST 14.16 FEET;

THENCE, SOUTH $51^{\circ}07'37''$ EAST 1.26 FEET;

THENCE, SOUTH $05^{\circ}56'07''$ WEST 157.05 FEET;

THENCE, SOUTH $03^{\circ}28'21''$ WEST 99.06 FEET;

THENCE, SOUTH $04^{\circ}53'06''$ WEST 249.95 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL 1;

THENCE, ALONG SAID SOUTHERN LINE, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH $63^{\circ}45'01''$ WEST 368.96 FEET, AND
- 2) SOUTH $17^{\circ}07'59''$ WEST 687.78 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH $85^{\circ}04'45''$ WEST 1,064.53 FEET;

THENCE, NORTH $11^{\circ}24'15''$ EAST 229.21 FEET;

THENCE, NORTH $11^{\circ}53'34''$ EAST 1,165.99 FEET;

THENCE, NORTH $08^{\circ}16'04''$ EAST 47.71 FEET;

LEGAL DESCRIPTION
PAGE 10 OF 19

MAY 29, 2013
JOB NO.: 1087-010

THENCE, NORTH 85°07'14" WEST 1,089.21 FEET;
THENCE, NORTH 04°43'19" EAST 18.22 FEET;
THENCE, NORTH 85°02'09" WEST 265.00 FEET;
THENCE, NORTH 05°10'10" EAST 455.00 FEET;
THENCE, SOUTH 84°39'11" EAST 34.19 FEET;
THENCE, NORTH 05°28'13" EAST 1,103.27 FEET;
THENCE, NORTH 54°20'49" WEST 150.00 FEET;

THENCE, NORTH 85°12'59" WEST 324.65 FEET TO A POINT ON SAID EASTERN LINE OF THE 623.56 ACRE PARCEL;

THENCE, ALONG SAID EASTERN LINE, THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 01°46'59" WEST 529.03 FEET,
- 2) SOUTH 85°25'56" EAST 318.51 FEET (318.49 FEET GRID),
- 3) SOUTH 01°58'45" WEST 528.08 FEET (528.04 FEET GRID),
- 4) NORTH 84°39'11" WEST 191.61 FEET (191.59 FEET GRID), AND
- 5) SOUTH 05°10'10" WEST 566.86 FEET (566.82 FEET GRID) TO THE SOUTHEASTERN CORNER OF SAID 623.56 ACRE PARCEL;

THENCE, FROM SAID SOUTHEASTERN CORNER, ALONG THE SOUTHERN LINE OF SAID 623.56 ACRE PARCEL, THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 84°58'35" WEST 1,422.81 FEET (1,422.71 FEET GRID),
- 2) NORTH 32°14'50" WEST 1,306.73 FEET (1,306.64 FEET GRID),
- 3) NORTH 84°54'12" WEST 1,471.16 FEET (1,471.05 FEET GRID),
- 4) NORTH 55°42'34" WEST 839.27 FEET (839.21 FEET GRID),
- 5) NORTH 87°00'26" WEST 663.66 FEET (663.61 FEET GRID), AND
- 6) NORTH 85°09'53" WEST 1,086.02 FEET (1,085.94 FEET GRID) TO THE SOUTHWESTERN CORNER OF SAID 623.56 ACRE PARCEL;

THENCE, FROM SAID SOUTHWESTERN CORNER, ALONG THE WESTERN LINE OF SAID 623.56 ACRE PARCEL, THE FOLLOWING FOUR (4) COURSES:

LEGAL DESCRIPTION

PAGE 11 OF 19

MAY 29, 2013
JOB NO.: 1087-010

1) NORTH 33°41'48" WEST 399.17 FEET (399.14 FEET GRID),
2) NORTH 03°16'12" EAST 406.92 FEET (406.89 FEET GRID),
3) NORTH 10°26'13" EAST 2,177.18 FEET (2,177.03 FEET GRID),
AND
4) NORTH 00°11'58" EAST 534.96 FEET (534.92 FEET GRID) TO THE
NORTHWESTERN CORNER OF SAID 623.56 ACRE PARCEL;
THENCE, FROM SAID NORTHWESTERN CORNER, NORTH 14°30'13" EAST 6.86 FEET;
THENCE, NORTH 00°00'14" EAST 428.69 FEET;
THENCE, NORTH 00°52'58" WEST 50.63 FEET;
THENCE, NORTH 18°13'30" EAST 43.17 FEET;
THENCE, NORTH 26°33'54" EAST 20.12 FEET;
THENCE, NORTH 38°20'44" EAST 42.71 FEET;
THENCE, NORTH 01°21'37" WEST 304.99 FEET;
THENCE, NORTH 14°30'09" WEST 15.49 FEET;
THENCE, NORTH 42°08'42" WEST 5.39 FEET;
THENCE, NORTH 48°12'22" WEST 15.42 FEET;
THENCE, NORTH 02°42'07" EAST 66.82 FEET;
THENCE, NORTH 05°36'21" EAST 39.72 FEET;
THENCE, NORTH 00°57'04" WEST 45.18 FEET;
THENCE, NORTH 00°45'25" EAST 76.45 FEET;
THENCE, NORTH 02°47'36" WEST 54.58 FEET;
THENCE, NORTH 09°27'44" WEST 42.58 FEET;
THENCE, NORTH 13°27'57" WEST 60.89 FEET;
THENCE, NORTH 16°55'44" WEST 85.90 FEET;
THENCE, NORTH 21°42'29" WEST 59.31 FEET;
THENCE, NORTH 33°08'08" WEST 58.31 FEET;

LEGAL DESCRIPTION
PAGE 12 OF 19

MAY 29, 2013
JOB NO.: 1087-010

THENCE, NORTH $10^{\circ}58'28''$ WEST 34.81 FEET;
THENCE, NORTH $17^{\circ}51'46''$ WEST 45.61 FEET;
THENCE, NORTH $31^{\circ}41'50''$ WEST 29.75 FEET;
THENCE, NORTH $48^{\circ}14'21''$ WEST 48.93 FEET;
THENCE, NORTH $23^{\circ}03'21''$ WEST 34.78 FEET;
THENCE, NORTH $14^{\circ}15'28''$ WEST 101.02 FEET;
THENCE, NORTH $27^{\circ}57'59''$ WEST 31.45 FEET;
THENCE, NORTH $06^{\circ}32'34''$ WEST 49.32 FEET;
THENCE, NORTH $00^{\circ}23'04''$ EAST 186.31 FEET;
THENCE, NORTH $33^{\circ}11'30''$ EAST 49.10 FEET;
THENCE, NORTH $40^{\circ}08'11''$ EAST 60.30 FEET;
THENCE, NORTH $43^{\circ}38'03''$ EAST 30.26 FEET;
THENCE, NORTH $55^{\circ}54'34''$ EAST 34.52 FEET;
THENCE, NORTH $33^{\circ}02'53''$ EAST 17.82 FEET;
THENCE, NORTH $16^{\circ}12'27''$ EAST 12.61 FEET;
THENCE, NORTH $06^{\circ}54'35''$ EAST 22.11 FEET;
THENCE, NORTH $02^{\circ}17'26''$ WEST 17.51 FEET;
THENCE, NORTH $19^{\circ}06'07''$ EAST 17.11 FEET;
THENCE, NORTH $38^{\circ}37'28''$ EAST 22.86 FEET;
THENCE, NORTH $52^{\circ}27'26''$ EAST 24.35 FEET;
THENCE, SOUTH $84^{\circ}13'23''$ EAST 16.29 FEET;
THENCE, SOUTH $67^{\circ}48'05''$ EAST 24.91 FEET;
THENCE, SOUTH $55^{\circ}03'46''$ EAST 12.87 FEET;
THENCE, SOUTH $75^{\circ}24'01''$ EAST 22.69 FEET;

LEGAL DESCRIPTION
PAGE 13 OF 19

MAY 29, 2013
JOB NO.: 1087-010

THENCE, NORTH 65°59'31" EAST 36.99 FEET;
THENCE, NORTH 39°20'16" EAST 34.19 FEET;
THENCE, NORTH 35°35'00" EAST 17.46 FEET;
THENCE, NORTH 22°13'30" EAST 21.10 FEET;
THENCE, NORTH 14°51'30" EAST 30.77 FEET;
THENCE, NORTH 09°11'46" EAST 33.98 FEET;
THENCE, NORTH 08°12'10" EAST 18.92 FEET;
THENCE, NORTH 38°35'13" EAST 10.71 FEET;
THENCE, SOUTH 64°57'02" EAST 405.88 FEET TO A POINT ON SAID NORTHERN
LINE OF PARCEL 1;
THENCE, ALONG SAID NORTHERN LINE, SOUTH 72°49'42" EAST 2,923.12 FEET;
THENCE, LEAVING SAID NORTHERN LINE, SOUTH 00°00'06" WEST 343.93 FEET;
THENCE, SOUTH 05°48'43" WEST 137.37 FEET TO A POINT ON SAID NORTHERN
LINE OF THE 623.56 ACRE PARCEL;
THENCE, ALONG SAID NORTHERN LINE, THE FOLLOWING THREE (3) COURSES:
1) SOUTH 84°51'24" EAST 55.14 FEET,
2) SOUTH 73°00'03" EAST 766.82 FEET (766.77 FEET GRID), AND
3) ALONG THE ARC OF A TANGENT 480.03 FOOT (400.00 FOOT GRID)
RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF
07°10'21", AN ARC DISTANCE OF 60.09 FEET;
THENCE, LEAVING SAID NORTHERN LINE, NORTH 15°29'05" EAST 94.38 FEET;
THENCE, SOUTH 72°54'10" EAST 67.99 FEET;
THENCE, NORTH 17°13'10" EAST 96.31 FEET;
THENCE, SOUTH 72°59'15" EAST 140.13 FEET;
THENCE, NORTH 17°13'05" EAST 203.10 FEET;
THENCE, SOUTH 87°23'23" EAST 68.07 FEET;
THENCE, NORTH 80°16'53" EAST 50.35 FEET;

LEGAL DESCRIPTION

PAGE 14 OF 19

MAY 29, 2013

JOB NO.: 1087-010

THENCE, NORTH 85°06'57" EAST 50.47 FEET TO A POINT ON SAID NORTHERN LINE OF PARCEL 1;

THENCE, ALONG SAID NORTHERN LINE, SOUTH 72°49'42" EAST 249.56 FEET TO SAID POINT OF BEGINNING,

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEING ALL OF THE 623.56 ACRE PARCEL IDENTIFIED AS LANDS TO BE TRANSFERRED FROM USA THROUGH THE DEPARTMENT OF THE NAVY (DOD) TO THE DEPARTMENT OF VETERANS AFFAIRS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERN BOUNDARY OF SAID RECORD OF SURVEY AT THE NORTHERN TERMINUS OF THE LINE DESCRIBED AS "NORTH 25°21'07" WEST 5,520.45 FEET";

THENCE, NORTH 85°09'53" WEST 1,086.02 FEET (1,085.94 FEET GRID) ALONG SAID BOUNDARY;

THENCE, LEAVING SAID BOUNDARY NORTH 33°41'48" WEST 399.17 FEET (399.14 FEET GRID);

THENCE, NORTH 03°16'12" EAST 406.92 FEET (406.89 FEET GRID);

THENCE, NORTH 10°26'13" EAST 2,177.18 FEET (2,177.03 FEET GRID);

THENCE, NORTH 00°11'58" EAST 534.96 FEET (534.92 FEET GRID);

THENCE, SOUTH 86°08'56" EAST 1,471.47 FEET (1,471.36 FEET GRID) TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 120.01 FEET (120.00 FEET GRID);

THENCE, NORtheasterly ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°09'29", AN ARC DISTANCE OF 107.15 FEET (107.15 FEET GRID);

THENCE, NORTH 42°41'35" EAST 1,001.04 FEET (1,000.97 FEET GRID) TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 850.06 FEET (850.00 FEET GRID);

THENCE, NORtheasterly ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°18'22", AN ARC DISTANCE OF 954.07 FEET (954.00 FEET GRID);

THENCE, SOUTH 73°00'03" EAST 78.68 FEET (78.67 FEET GRID);

THENCE, SOUTH 84°51'24" EAST 146.03 FEET (146.02 FEET GRID);

LEGAL DESCRIPTION
PAGE 15 OF 19

MAY 29, 2013
JOB NO.: 1087-010

THENCE, SOUTH $73^{\circ}00'03''$ EAST 766.82 FEET (766.77 FEET GRID) TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 480.03 FEET (480.00 FEET GRID);

THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $60^{\circ}08'18''$, AN ARC DISTANCE OF 503.85 FEET (503.81 FEET GRID);

THENCE, SOUTH $12^{\circ}51'45''$ EAST 180.17 FEET (180.15 FEET GRID) TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 700.05 FEET (700.00 FEET GRID);

THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $72^{\circ}28'43''$, AN ARC DISTANCE OF 885.56 FEET (885.49 FEET GRID);

THENCE, SOUTH $85^{\circ}20'28''$ EAST 925.65 FEET (925.59 FEET GRID);

THENCE, SOUTH $03^{\circ}11'38''$ WEST 1,731.10 FEET (1,730.98 FEET GRID);

THENCE, SOUTH $05^{\circ}04'35''$ WEST 1,102.17 FEET (1,102.09 FEET GRID);

THENCE, SOUTH $01^{\circ}46'59''$ WEST 954.94 FEET (954.87 FEET GRID);

THENCE, SOUTH $85^{\circ}25'56''$ EAST 318.51 FEET (318.49 FEET GRID);

THENCE, SOUTH $01^{\circ}58'45''$ WEST 528.08 FEET (528.04 FEET GRID);

THENCE, NORTH $84^{\circ}39'11''$ WEST 191.61 FEET (191.59 FEET GRID);

THENCE, SOUTH $05^{\circ}10'10''$ WEST 566.86 FEET (566.82 FEET GRID);

THENCE, NORTH $84^{\circ}58'35''$ WEST 1,422.81 FEET (1,422.71 FEET GRID);

THENCE, NORTH $32^{\circ}14'50''$ WEST 1,306.73 FEET (1,306.64 FEET GRID);

THENCE, NORTH $84^{\circ}54'12''$ WEST 1,471.16 FEET (1,471.05 FEET GRID);

THENCE, NORTH $55^{\circ}42'34''$ WEST 839.27 FEET (839.21 FEET GRID);

THENCE, NORTH $87^{\circ}00'26''$ WEST 663.66 FEET (663.61 FEET GRID) TO THE POINT OF BEGINNING.

(THE GROUND AREA OF THIS PARCEL IS 623.65 ACRES, MORE OR LESS.)

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE POINT HEREINABOVE REFERRED TO AS POINT B;

THENCE, FROM SAID POINT OF COMMENCEMENT, NORTH $85^{\circ}00'42''$ WEST 130.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

LEGAL DESCRIPTION
PAGE 16 OF 19

MAY 29, 2013
JOB NO.: 1087-010

THENCE, FROM SAID POINT OF BEGINNING, SOUTH $04^{\circ}47'01''$ WEST 543.87 FEET;

THENCE, NORTH $85^{\circ}07'10''$ WEST 85.13 FEET;

THENCE, SOUTH $04^{\circ}50'40''$ WEST 168.73 FEET;

THENCE, NORTH $85^{\circ}07'05''$ WEST 213.39 FEET;

THENCE, SOUTH $05^{\circ}28'03''$ WEST 246.74 FEET;

THENCE, NORTH $85^{\circ}16'41''$ WEST 733.60 FEET;

THENCE, NORTH $85^{\circ}16'48''$ WEST 139.38 FEET;

THENCE, NORTH $08^{\circ}51'12''$ EAST 43.21 FEET;

THENCE, NORTH $03^{\circ}52'08''$ EAST 222.99 FEET;

THENCE, NORTH $04^{\circ}06'21''$ EAST 344.17 FEET;

THENCE, NORTH $05^{\circ}27'37''$ EAST 363.26 FEET;

THENCE, NORTH $04^{\circ}36'27''$ EAST 26.62 FEET;

THENCE, SOUTH $85^{\circ}08'27''$ EAST 1,175.26 FEET;

THENCE, SOUTH $05^{\circ}11'36''$ WEST 38.75 FEET TO SAID POINT OF BEGINNING.

PARCEL TWO

BEING A PORTION OF SAID PARCEL 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT HEREINABOVE REFERRED TO AS POINT A;

THENCE, FROM SAID POINT OF COMMENCEMENT, NORTH $85^{\circ}03'34''$ WEST 507.75 FEET;

THENCE, NORTH $02^{\circ}54'53''$ EAST 15.07 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, NORTH $85^{\circ}18'36''$ WEST 92.04 FEET;

THENCE, NORTH $02^{\circ}54'53''$ EAST 589.98 FEET;

THENCE, SOUTH $84^{\circ}56'29''$ EAST 467.94 FEET;

LEGAL DESCRIPTION
PAGE 17 OF 19

MAY 29, 2013
JOB NO.: 1087-010

THENCE, SOUTH $04^{\circ}53'01''$ WEST 339.35 FEET;
THENCE, SOUTH $05^{\circ}11'19''$ WEST 149.17 FEET;
THENCE, NORTH $86^{\circ}54'57''$ WEST 12.64 FEET;
THENCE, NORTH $85^{\circ}06'40''$ WEST 252.04 FEET;
THENCE, SOUTH $04^{\circ}52'14''$ WEST 98.70 FEET;
THENCE, NORTH $85^{\circ}18'36''$ WEST 90.19 FEET TO SAID POINT OF BEGINNING.

PARCEL THREE

BEING A PORTION OF SAID PARCEL 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT HEREINABOVE REFERRED TO AS POINT C;
THENCE, FROM SAID POINT OF COMMENCEMENT, SOUTH $46^{\circ}05'58''$ WEST 157.80 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;
THENCE, FROM SAID POINT OF BEGINNING, EAST 179.51 FEET;
THENCE, SOUTH $04^{\circ}43'29''$ WEST 95.32 FEET;
THENCE, WEST 270.38 FEET;
THENCE, NORTH $46^{\circ}05'58''$ EAST 137.00 FEET TO SAID POINT OF BEGINNING,

PARCEL FOUR

BEING A PORTION OF SAID PARCEL 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON SAID EASTERN LINE OF SAID PARCEL 1, SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS, "NORTH $03^{\circ}08'24''$ EAST 451.53 FEET", ON SHEET 12 OF 12 OF SAID RECORD OF SURVEY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERN LINE OF SAID PARCEL 1, SOUTH $03^{\circ}08'24''$ WEST 408.97 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID EASTERN LINE, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH $03^{\circ}08'24''$ WEST 42.59 FEET, AND

LEGAL DESCRIPTION
PAGE 18 OF 19

MAY 29, 2013
JOB NO.: 1087-010

2) ALONG THE ARC OF A TANGENT 711.34 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $25^{\circ}36'57''$, AN ARC DISTANCE OF 318.03 FEET;

THENCE, LEAVING SAID EASTERN LINE, NORTH $86^{\circ}45'14''$ WEST 535.56 FEET;

THENCE, NORTH $03^{\circ}14'46''$ EAST 350.00 FEET;

THENCE, SOUTH $86^{\circ}45'14''$ EAST 465.00 FEET TO SAID POINT OF BEGINNING,

PARCEL FIVE

BEING A PORTION OF SAID PARCEL 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON SAID EASTERN LINE OF SAID PARCEL 1, SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS, "NORTH $01^{\circ}05'59''$ EAST 1,664.40 FEET", ON SHEET 12 OF 12 OF SAID RECORD OF SURVEY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID EASTERN LINE, SOUTH $01^{\circ}05'59''$ WEST 213.57 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE, SOUTH $01^{\circ}05'59''$ WEST 621.45 FEET;

THENCE, LEAVING SAID EASTERN LINE, NORTH $85^{\circ}38'34''$ WEST 284.86 FEET;

THENCE, SOUTH $86^{\circ}05'27''$ WEST 6.01 FEET;

THENCE, SOUTH $05^{\circ}20'54''$ WEST 229.37 FEET;

THENCE, NORTH $84^{\circ}50'28''$ WEST 289.92 FEET;

THENCE, NORTH $20^{\circ}19'03''$ EAST 231.49 FEET;

THENCE, NORTH $84^{\circ}57'05''$ WEST 204.54 FEET;

THENCE, NORTH $04^{\circ}51'34''$ EAST 619.88 FEET;

THENCE, SOUTH $85^{\circ}47'04''$ EAST 684.81 FEET TO SAID POINT OF BEGINNING,

PARCEL SIX

BEING A PORTION OF SAID PARCEL 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION
PAGE 19 OF 19MAY 29, 2013
JOB NO.: 1087-010

COMMENCING AT THE SOUTHEASTERN CORNER OF SAID PARCEL 1, SAID POINT BEING THE SOUTHEASTERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS, "NORTH 63°45'01" WEST 3,509.33 FEET", ON SHEET 12 OF 12 OF SAID RECORD OF SURVEY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHERN LINE OF SAID PARCEL 1, NORTH 63°45'01" WEST 1,963.53 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH 26°14'59" EAST 19.00 FEET;

THENCE, NORTH 23°45'01" WEST 28.98 FEET;

THENCE, SOUTH 83°45'01" EAST 143.00 FEET;

THENCE, NORTH 71°14'59" EAST 160.20 FEET;

THENCE, SOUTH 84°52'58" EAST 84.52 FEET;

THENCE, NORTH 03°52'34" EAST 212.00 FEET;

THENCE, NORTH 84°52'58" WEST 140.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 05°07'02" WEST 35.00 FEET;

THENCE, NORTH 84°52'58" WEST 35.00 FEET;

THENCE, NORTH 05°07'02" EAST 35.00 FEET;

THENCE, SOUTH 84°52'58" EAST 35.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING A TOTAL OF 489.44 ACRES OF LAND (489.37 ACRES GRID), MORE OR LESS.

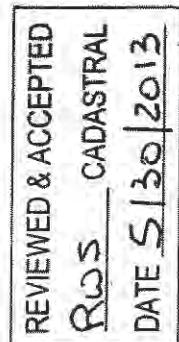
COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY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

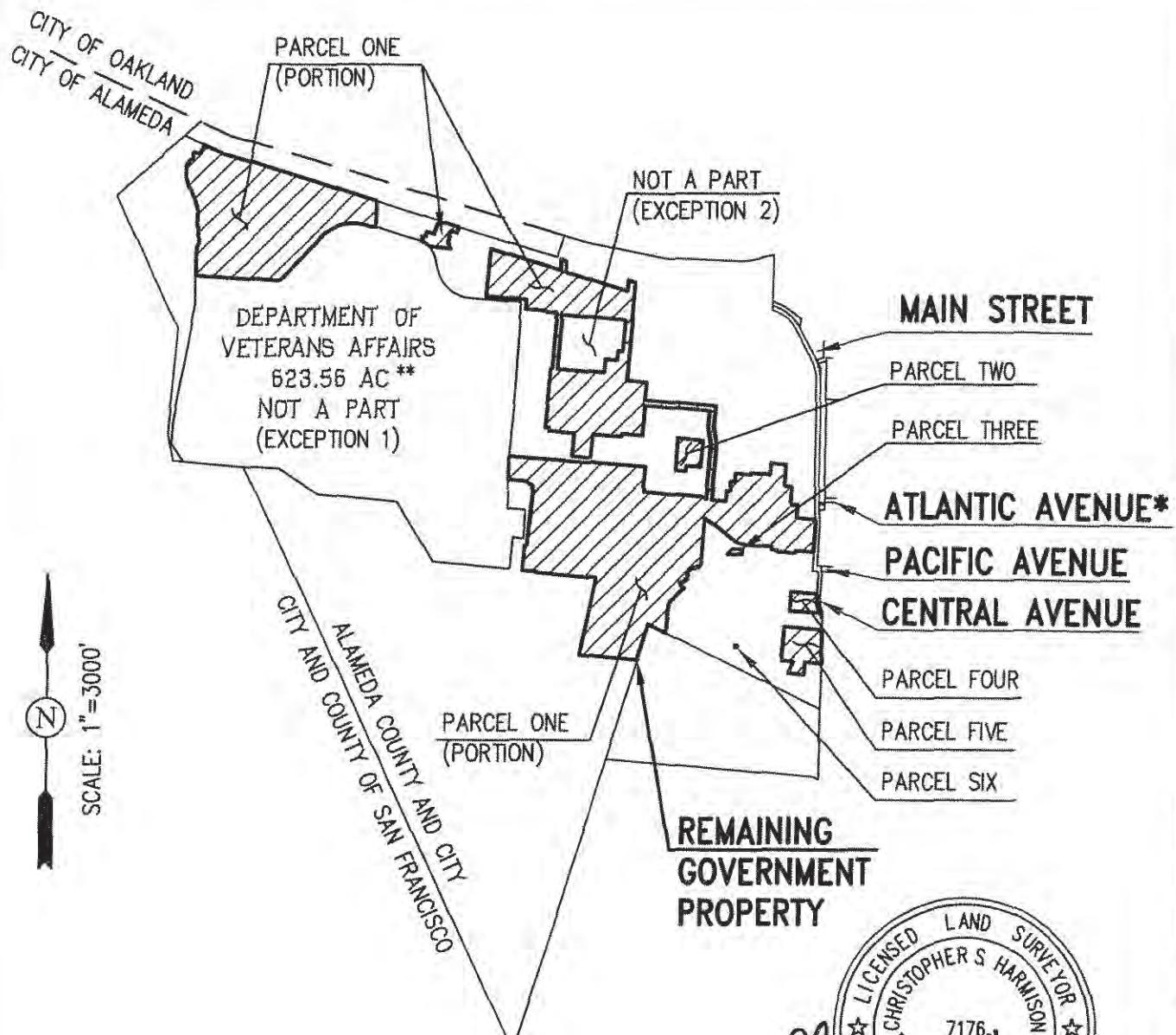
ATTACHED HERETO IS AN ILLUSTRATIVE PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Christopher S. Harmison
CHRISTOPHER S. HARMISON, P.L.S.
L.S. NO. 7176





ILLUSTRATIVE PLAT TO ACCOMPANY LEGAL DESCRIPTION

REMAINING GOVERNMENT PROPERTY
FORMER NAVAL AIR STATION, ALAMEDA
ALAMEDA, CALIFORNIA

MAY 29, 2013

SHEET 1 OF 1

Carlson, Barbee, & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

6111 BOLLINGER CANYON ROAD, SUITE 150 SAN RAMON, CALIFORNIA 94583

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

EXHIBIT C
Assigned Easement Area

EXHIBIT A
LEGAL DESCRIPTION
EBMUD EASEMENT
LANDS OF THE NAVY
ALAMEDA, CALIFORNIA

ONE PARCEL OF LAND LYING IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

EASEMENT N-1

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 FOUND USC&GS DISC, POINT 207, DESIGNATED AS "MAIN-SING" ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 14, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, FROM WHICH POINT 204, DESIGNATED AS "MAIN-ALT" ON SAID RECORD OF SURVEY 1816 (28 RS 14) BEARS SOUTH $00^{\circ}28'45''$ WEST 2,539.63 FEET;

THENCE, FROM SAID POINT OF COMMENCEMENT, NORTH $78^{\circ}33'39''$ WEST 3,575.52 FEET, TO THE NORTHEASTERN CORNER OF PHASE 1 AGREED TRUST LANDS PARCEL SEVEN AS DESCRIBED IN THAT CERTAIN STATE OF CALIFORNIA PATENT DEED RECORDED JUNE 30, 2014, AS DOCUMENT NO. 2014-154596 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, AND THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID **POINT OF BEGINNING**, ALONG THE NORTHERN LINE OF SAID PHASE 1 AGREED TRUST LANDS PARCEL SEVEN (DN 2014-154596), NORTH $85^{\circ}08'27''$ WEST 1,119.10 FEET;

THENCE, LEAVING SAID NORTHERN LINE, ALONG THE ARC OF A NON-TANGENT 520.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $30^{\circ}06'05''$ EAST, THROUGH A CENTRAL ANGLE OF $04^{\circ}42'12''$, AN ARC DISTANCE OF 42.69 FEET;

THENCE, ALONG THE ARC OF A REVERSE 480.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $34^{\circ}48'17''$ WEST, THROUGH A CENTRAL ANGLE OF $30^{\circ}00'59''$, AN ARC DISTANCE OF 251.47 FEET;

THENCE, NORTH $85^{\circ}12'42''$ WEST 451.16 FEET TO A POINT ON THE BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PHASE 1 AGREED TRUST LANDS PARCEL FIVE, IN SAID STATE OF CALIFORNIA PATENT DEED (DN 2014-154596);

THENCE, ALONG SAID BOUNDARY LINE, NORTH $04^{\circ}39'28''$ EAST 60.00 FEET;

THENCE, LEAVING SAID BOUNDARY LINE, SOUTH $85^{\circ}12'42''$ EAST 451.30 FEET;

THENCE, ALONG THE ARC OF A TANGENT 540.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $30^{\circ}00'59''$, AN ARC DISTANCE OF 282.90 FEET;

THENCE, ALONG THE ARC OF A REVERSE 460.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $34^{\circ}48'17''$ EAST, THROUGH A CENTRAL ANGLE OF $30^{\circ}00'59''$, AN ARC DISTANCE OF 240.99 FEET;

THENCE, SOUTH $85^{\circ}12'42''$ EAST 992.36 FEET;

THENCE, NORTH $40^{\circ}11'12''$ EAST 60.13 FEET TO A POINT ON THE WESTERN LINE OF PHASE 1 AGREED TRUST LANDS PARCEL TWO AS DESCRIBED IN SAID STATE OF CALIFORNIA PATENT DEED (DN 2014-154596);

THENCE, ALONG SAID WESTERN LINE, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH $05^{\circ}11'36''$ WEST 99.68 FEET AND
- 2) SOUTH $04^{\circ}47'01''$ WEST 9.34 FEET;

THENCE, LEAVING SAID WESTERN LINE, NORTH $85^{\circ}12'42''$ WEST 130.00 FEET TO A POINT ON THE EASTERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PHASE 1 TRUST TERMINATION LANDS PARCEL EIGHT AS DESCRIBED IN THAT CERTAIN STATE OF CALIFORNIA PATENT AND TRUST TERMINATION DEED RECORDED JUNE 30, 2014, AS DOCUMENT NO. 2014-154597 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID EASTERN LINE OF SAID PHASE 1 TRUST TERMINATION LANDS PARCEL EIGHT (DN 2014-154597), AND THE EASTERN LINE OF SAID PHASE 1 AGREED TRUST LANDS PARCEL SEVEN (DN 2014-154596), THE FOLLOWING TWO (2) COURSES:

- 1) NORTH $04^{\circ}47'01''$ EAST 9.79 FEET AND
- 2) NORTH $05^{\circ}11'36''$ EAST 38.75 FEET TO SAID POINT OF BEGINNING.

CONTAINING 69,484 SQUARE FEET 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.



END OF DESCRIPTION


SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164
DATE SIGNED: 3 Aug 2022

SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
www.cbang.com

CIVIL ENGINEERS • SURVEYORS • PLANNERS



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EBMUD EASEMENTS
LANDS OF THE NAVY
ALAMEDA, CALIFORNIA

AUGUST 3, 2022

EXHIBIT B

SHEET 2 OF 2

LINE TABLE		
NO	BEARING	LENGTH
L1	N85°08'27"W	1119.10'
L2	N85°12'42"W	451.16'
L3	N04°39'28"E	60.00'
L4	S85°12'42"E	451.30'
L5	S85°12'42"E	992.36'
L6	N40°11'12"E	60.13'
L7	S05°11'36"W	99.68'
L8	S04°47'01"W	9.34'
L9	N85°12'42"W	130.00'
L10	N04°47'01"E	9.79'
L11	N05°11'36"E	38.75'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	520.00'	4°42'12"	42.69'
C2	480.00'	30°00'59"	251.47'
C3	540.00'	30°00'59"	282.90'
C4	460.00'	30°00'59"	240.99'

EXHIBIT D

Portion of Assigned Easement Area Subject to Land Use Controls

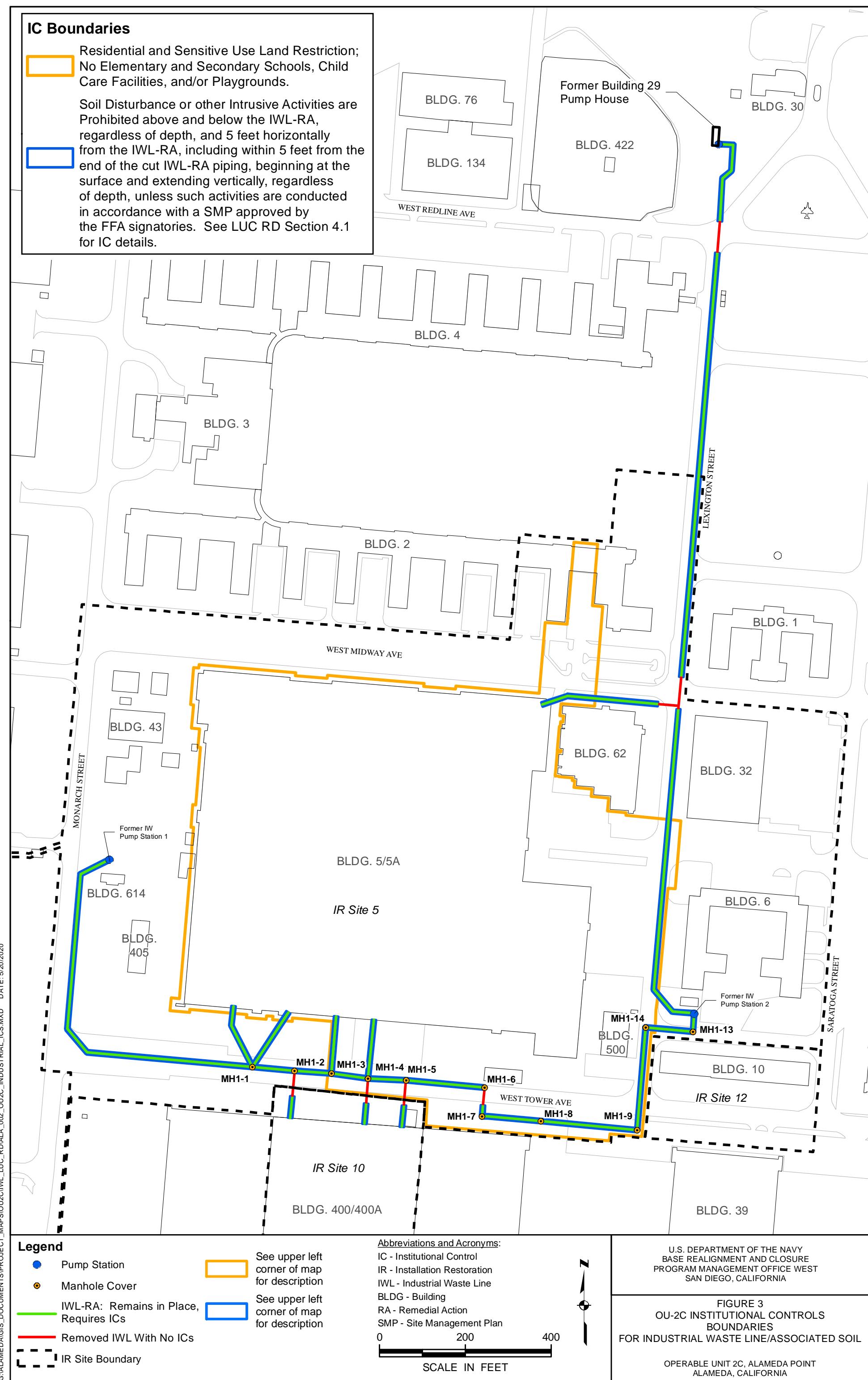


EXHIBIT D2

LEGAL DESCRIPTION FOR AN INDUSTRIAL WASTELINE EASEMENT OVER A PORTION OF LANDS OWNED BY THE UNITED STATES OF AMERICA, FORMERLY IDENTIFIED AS NAVAL AIR STATION ALAMEDA, CALIFORNIA LYING WITHIN THE CITY AND COUNTY OF ALAMEDA AND THE CITY AND COUNTY OF SAN FRANCISCO

A.P.N. 74-890-001-47

BEING A STRIP OF LAND LYING WITHIN THE CITY AND COUNTY OF ALAMEDA AND THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, SITUATED ON A PORTION OF PARCEL ONE, LANDS OWNED BY THE UNITED STATES OF AMERICA, FORMERLY IDENTIFIED AS NAVAL AIR STATION ALAMEDA, AS SHOWN ON THE RECORD OF SURVEY NO. 1816 FILED IN BOOK 28 OF RECORDS OF SURVEY, PAGES 14 THROUGH 25, AND SHOWN AS "NAP" OR "NOT A PART" ON THE RECORD OF SURVEY NO. 2565 ENTITLED PHASE 1, STATE LANDS EXCHANGE ALAMEDA POINT, FILED IN BOOK 39 OF RECORDS OF SURVEY, PAGES 88 THROUGH 100, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE MOST NORTHEAST CORNER OF THAT CERTAIN NAVAL AIR STATION PARCEL ENTITLED "NAP" OR "NOT A PART" AND THE NORTHWEST CORNER OF THAT CERTAIN "TRUST ADDITION LAND 5" OR "TAL5" PER THE RECORD OF SURVEY NO. 2565 FROM WHICH A FOUND NATIONAL OCEANIC SURVEY DISK STAMPED "CHAN 1980" BEARS SOUTH $82^{\circ}15'56''$ EAST 255.98 FEET; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID NAVAL AIR STATION PARCEL BEING THE EAST LINE OF SAID "NAP" AND THE WEST LINE OF "TAL5" SOUTH $04^{\circ}02'03''$ WEST 374.46' FEET; THENCE SOUTH $05^{\circ}11'36''$ WEST 125.55' FEET; THENCE LEAVING LAST SAID BOUNDARY LINE AT A RIGHT ANGLE TO LAST SAID COURSE NORTH $84^{\circ}48'24''$ WEST 4.20' FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NAP PARCEL SOUTH $05^{\circ}11'36''$ WEST 67.09' FEET; THENCE SOUTH $52^{\circ}27'06''$ WEST 27.23' FEET; THENCE SOUTH $02^{\circ}39'24''$ WEST 97.42' FEET; THENCE SOUTH $07^{\circ}41'01''$ WEST 20.54' FEET; THENCE SOUTH $03^{\circ}23'11''$ WEST 54.22' FEET; THENCE SOUTH $04^{\circ}52'58''$ WEST 1047.54' FEET TO A POINT THAT BEARS SOUTH $82^{\circ}41'31''$ WEST 20.59' FEET FROM THE SOUTHWEST CORNER OF THE CERTAIN PARCEL DESIGNATED AS "ATL3" ON RECORD OF SURVEY NO. 2565; THENCE SOUTH $04^{\circ}47'41''$ WEST 675.12' FEET; THENCE SOUTH $38^{\circ}50'38''$ EAST 58.31' FEET; THENCE SOUTH $85^{\circ}24'23''$ EAST 55.58' FEET; THENCE SOUTH $03^{\circ}45'55''$ WEST 52.30' FEET; THENCE NORTH $85^{\circ}00'01''$ WEST 110.20' FEET; THENCE SOUTH $04^{\circ}56'30''$ WEST 240.17' FEET; THENCE NORTH $85^{\circ}11'46''$ WEST 229.92' FEET; THENCE NORTH $85^{\circ}08'52''$ WEST 142.16' FEET; THENCE NORTH $06^{\circ}26'05''$ EAST 72.01' FEET; THENCE NORTH $85^{\circ}07'36''$ WEST 928.40' FEET; THENCE NORTH $39^{\circ}55'42''$ WEST 76.82' FEET; THENCE NORTH $05^{\circ}11'43''$ EAST 366.97' FEET; THENCE NORTH $66^{\circ}33'40''$ EAST 70.78' FEET; THENCE NORTH 6.38' FEET; THENCE EAST 10.00' FEET;

THENCE SOUTH 12.95' FEET;
THENCE SOUTH 66°33'40" WEST 71.42' FEET;
THENCE SOUTH 05°11'43" WEST 356.88' FEET;
THENCE SOUTH 39°55'42" EAST 68.50' FEET;
THENCE SOUTH 85°07'36" EAST 934.51' FEET;
THENCE SOUTH 06°26'05" WEST 72.01' FEET;
THENCE SOUTH 85°08'52" EAST 131.87' FEET;
THENCE SOUTH 85°11'46" EAST 219.95' FEET;
THENCE NORTH 04°56'30" EAST 240.20' FEET;
THENCE SOUTH 85°00'01" EAST 109.99' FEET;
THENCE NORTH 03°45'55" EAST 32.22' FEET;
THENCE NORTH 85°24'23" WEST 50.02' FEET;
THENCE NORTH 38°50'38" WEST 66.62' FEET;
THENCE NORTH 04°47'41" EAST 674.19' FEET;
THENCE NORTH 84°47'49" WEST 257.64' FEET;
THENCE SOUTH 69°40'52" WEST 60.16' FEET;
THENCE NORTH 20°19'08" WEST 10.00' FEET;
THENCE NORTH 69°40'52" EAST 62.43' FEET;
THENCE SOUTH 84°47'49" EAST 259.84' FEET;
THENCE NORTH 04°52'58" EAST 1042.48' FEET;
THENCE NORTH 03°23'11" EAST 54.59' FEET;
THENCE NORTH 07°41'01" EAST 20.48' FEET;
THENCE NORTH 02°39'24" EAST 101.62' FEET;
THENCE NORTH 52°27'06" EAST 27.50' FEET;
THENCE NORTH 05°11'36" EAST 52.72' FEET;
THENCE NORTH 84°48'24" WEST 32.52' FEET;
THENCE NORTH 05°11'36" EAST 10.00' FEET;
THENCE SOUTH 84°48'24" EAST 42.52' FEET TO A POINT THAT BEARS NORTH 84°48'24" WEST 4.20' FEET
FROM THE EAST BOUNDARY OF SAID NAVAL AIR STATION PARCEL RECORD OF SURVEY NO. 2565 BEING
THE EAST LINE OF SAID "NAP" AND THE WEST LINE OF "TAL5" AND THE POINT OF BEGINNING.

CONTAINING 1.09 ACRES, MORE OR LESS AS DERIVED FROM GROUND DATA PRESENTED HEREIN.

ALL AS SHOWN ON EXHIBIT "B", CONSISTING OF SIX SHEETS ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF.

THE BASIS OF BEARINGS AND COORDINATES FOR THIS DESCRIPTION ARE BASED ON THE CALIFORNIA
COORDINATE SYSTEM ZONE III, NAD83. EPOCH 1991.35 ALL DISTANCES HEREIN REFLECT GROUND DATA
TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF
1.00007055.

PREPARED BY BELLECCI & ASSOCIATES., INC
IN CONFORMANCE WITH THE CALIFORNIA
PROFESSIONAL LAND SURVEYORS ACT, ON
SEPTEMBER 10, 2019, UNDER THE DIRECTION OF
ALEXANDER V. FONG, PLS 9252.



Alexander Fong
5/27/2020

EXHIBIT B

LEGAL DESCRIPTION FOR AN INDUSTRIAL WASTELINE EASEMENT OVER A PORTION OF LANDS OWNED BY THE UNITED STATES OF AMERICA, FORMERLY IDENTIFIED AS NAVAL AIR STATION ALAMEDA, CALIFORNIA WITHIN THE CITY AND COUNTY OF ALAMEDA AND THE CITY AND COUNTY OF SAN FRANCISCO

COORDINATE LISTING

PT. NO.	NORTHING	EASTING	LATITUDE	LONGITUDE
204 "MAIN-ATL"	2111476.474	6034971.158	37°46'48.4333	122°17'29.1619
237 "CHAN"	2115375.270	6040926.650	37°47'26.6806	122°18'08.3938

204 PU25T1 "MAIN-ATL" USC&GS DISK IN MONUMENT WELL AT THE NORTH WESTERLY CORNER OF ATLANTIC AVE. AND MAIN ST.

237 RV7777 "CHAN" NATIONAL OCEANIC SURVEY DISK STAMPED "CHAN 1980" ABOUT 350 FEET NORTHEASTERLY OF THE NORTH GATE TO THE ALAMEDA NAVAL AIR STATION LOCATED ON AN OLD 17 FEET BY 42 FEET CONCRETE BUILDING FOUNDATION ON THE ESTUARY SHORLINE.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS EXHIBIT WAS DETERMINED BY FOUND MONUMENTS POINT 237 "CHAN" AND POINT 204 "MAIN-ATL" AS SAID POINTS ARE SHOWN AND SO DESIGNATED ON THE RECORD OF SURVEY NO 1816. (28 RS 14) AND RECORD OF SURVEY NO 2565 (39 RS 88) THE BEARING BEING (CALCULATED).

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM NAD 83, ZONE 3, EPOCH 1991.35. ALL DISTANCES HEREON REFLECT GROUND DATA. 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).

LEGEND

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

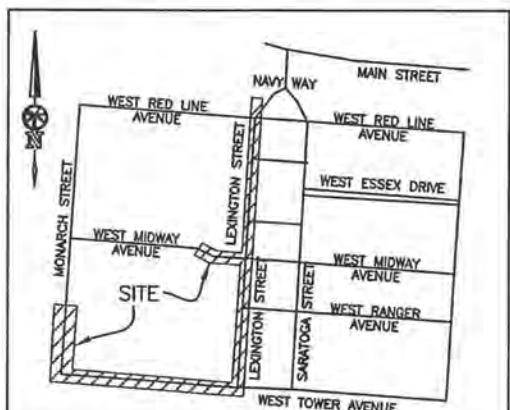
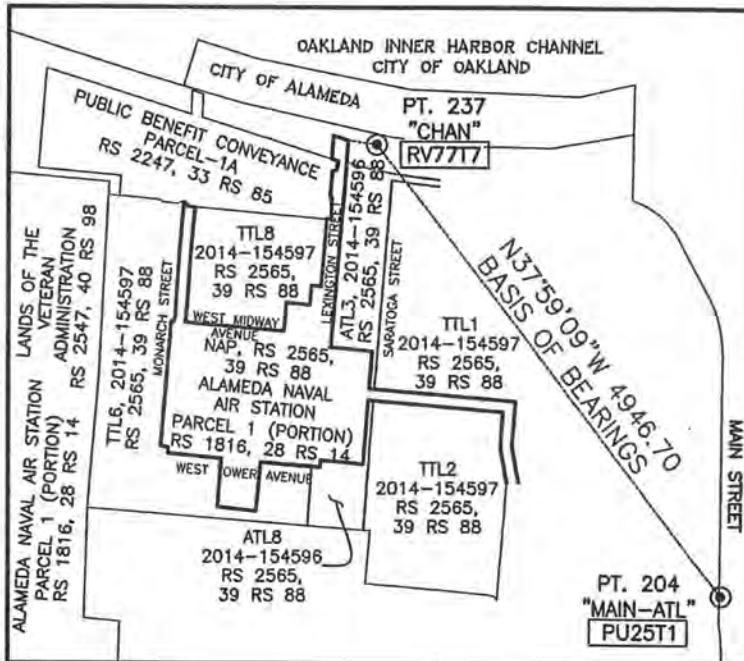
ATL# "AGREED TRUST LANDS" PARCEL PER 39 RS 88

NAP NOT A PART OF THIS SURVEY OR 39 RS 88

TTL# "TRUST TERMINATION LANDS" PARCEL PER 39 RS 88

AA###A# COUNTY MONUMENT IDENTIFICATION

○ FOUND MONUMENT AS SHOWN



VICINITY MAP
NTS



Alexander Fong
5/27/2020



Bellecci & Associates, inc.

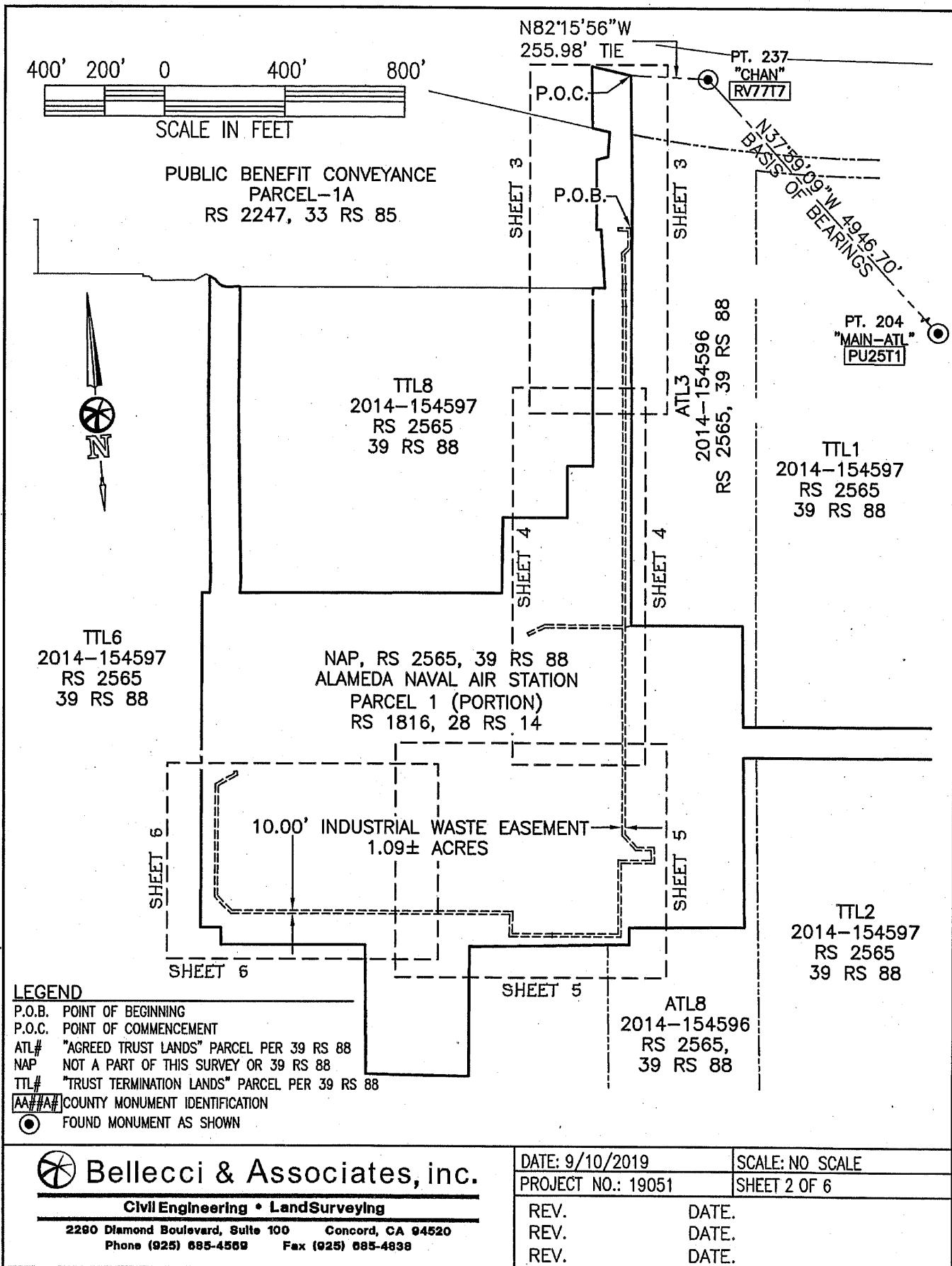
Civil Engineering • Land Surveying

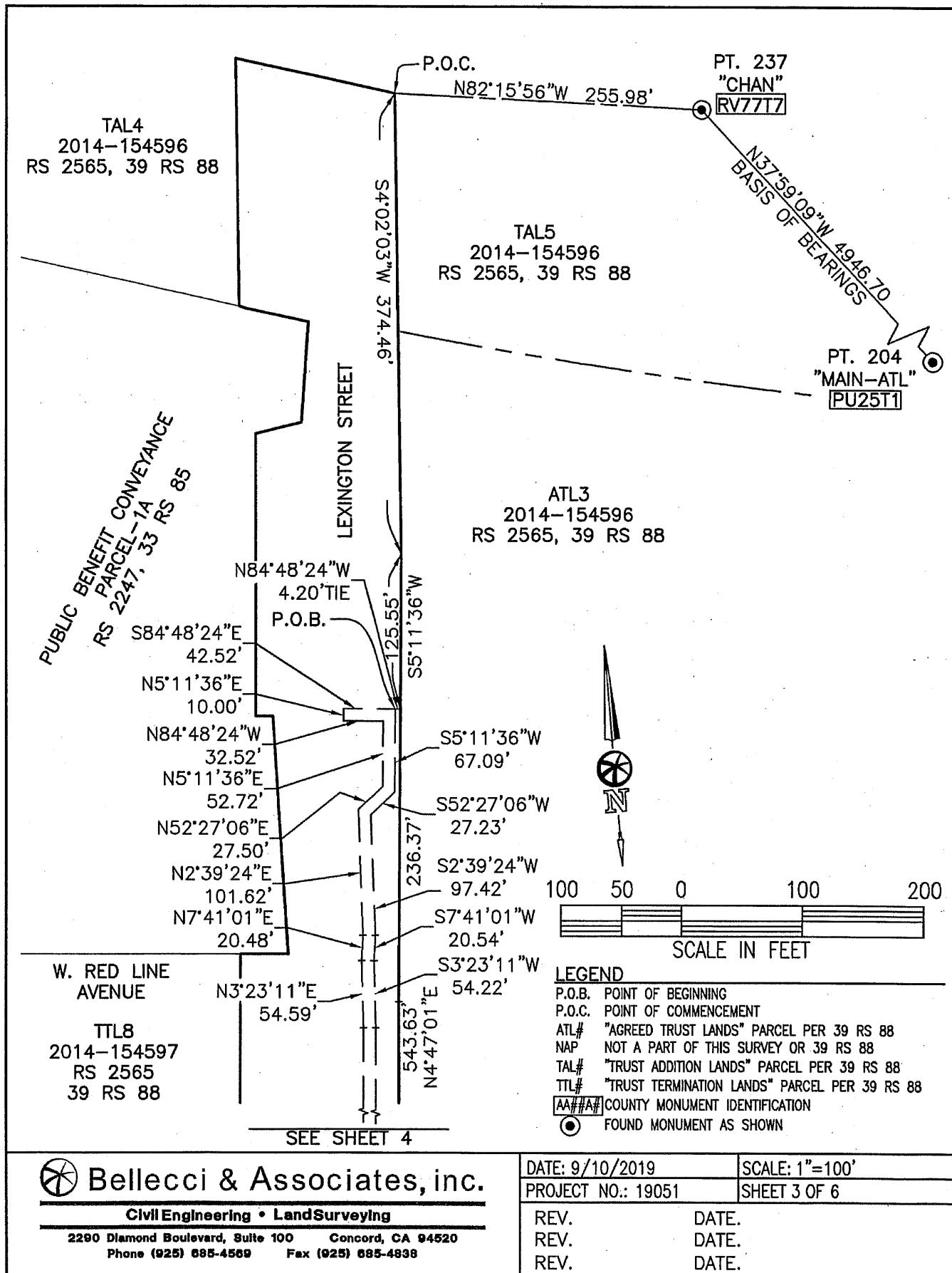
2290 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685-4569 Fax (925) 685-4838

DATE: 9/10/2019 SCALE: NO SCALE

PROJECT NO.: 19051 SHEET 1 OF 6

REV.	DATE.
REV.	DATE.
REV.	DATE.





SEE SHEET 3

TTL8
2014-154597
RS 2565
39 RS 88

ATL3
2014-154596
RS 2565, 39 RS 88

N20°19'08"W 10.00'
N69°40'52"E 62.43'
S84°47'49"E 259.84'
N84°47'49"W 257.64'
S69°40'52"W 60.16'

S82°41'31"W 20.59'TIE

NAP, RS 2565, 39 RS 88
ALAMEDA NAVAL AIR STATION
PARCEL 1 (PORTION)
RS 1816, 28 RS 14



100 50 0 100 200

SCALE IN FEET

LEGEND

ATL# "AGREED TRUST LANDS" PARCEL PER 39 RS 88
NAP NOT A PART OF THIS SURVEY OR 39 RS 88
TTL# "TRUST TERMINATION LANDS" PARCEL PER 39 RS 88

SEE SHEET 5



Bellecci & Associates, inc.

Civil Engineering • Land Surveying

2280 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685-4569 Fax (925) 685-4838

DATE: 9/10/2019	SCALE: 1"=100'
PROJECT NO.: 19051	SHEET 4 OF 6

REV.	DATE.
REV.	DATE.
REV.	DATE.

SEE SHEET 4

NAP, RS 2565, 39 RS 88
ALAMEDA NAVAL AIR STATION
PARCEL 1 (PORTION)
RS 1816, 28 RS 14

N38°50'38"W 66.62' S38°50'38"E 58.31'
N85°24'23"W 50.02' S85°24'23"E 55.58'
N3°45'55"E 32.22' S3°45'55"W 52.30'
S85°00'01"E 109.99' N85°00'01"W 110.20'

SEE SHEET 6

S6°26'05"W 72.01'
N6°26'05"E 72.01'
S85°08'52"E 131.87' S85°11'46"E 219.95'
N85°08'52"W 142.16' N85°11'46"W 229.92'

N4°56'30"E 240.20'
S4°56'30"W 240.17'

TTL6, 2014-154597
RS 2565, 39 RS 88

ATL8
2014-154596
RS 2565,
39 RS 88

100 50 0 100 200
SCALE IN FEET



LEGEND

ATL# "AGREED TRUST LANDS" PARCEL PER 39 RS 88
NAP NOT A PART OF THIS SURVEY OR 39 RS 88
TTL# "TRUST TERMINATION LANDS" PARCEL PER 39 RS 88



Bellecci & Associates, inc.

Civil Engineering • Land Surveying

2290 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685-4569 Fax (925) 685-4838

DATE: 9/10/2019 SCALE: 1"=100'
PROJECT NO.: 19051 SHEET 5 OF 6

REV. DATE.
REV. DATE.
REV. DATE.

N0°00'00"E
6.38'
N66°33'40"E
70.78'
N90°00'00"E
10.00'
S0°00'00"E
12.95'

S66°33'40"W
71.42'

N51°11'43"E 366.97'
S51°11'43"W 356.88'

N39°55'42"E
68°50'42"E
76°52'42"E
N39°55'42"W

TTL6,
2014-154597
RS 2565,
39 RS 88

100 50 0 100 200

SCALE IN FEET

LEGEND

ATL# "AGREED TRUST LANDS" PARCEL PER 39 RS 88
NAP NOT A PART OF THIS SURVEY OR 39 RS 88
TTL# "TRUST TERMINATION LANDS" PARCEL PER 39 RS 88

NAP, RS 2565, 39 RS 88
ALAMEDA NAVAL AIR STATION
PARCEL 1 (PORTION)
RS 1816, 28 RS 14

S6°26'05"W
72.01'
S85°08'52"E
131.87'
N85°08'52"W 142.16'

SEE SHEET 5

TTL6, 2014-154597
RS 2565, 39 RS 88



Bellecci & Associates, inc.

Civil Engineering • Land Surveying

2290 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685-4569 Fax (925) 685-4898

DATE: 9/10/2019	SCALE: 1"=100'
PROJECT NO.: 19051	SHEET 6 OF 6
REV.	DATE.
REV.	DATE.
REV.	DATE.