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GEORGE R. SCHLOSSBERG  
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(202) 828-2418

**MEMORANDUM**

**TO:** MS. JENNIFER OTT, CHIEF OPERATING OFFICER, ALAMEDA POINT  
JANET KERN, ESQ., ALAMEDA CITY ATTORNEY  
ANDRICO PENICK, ESQ., ALAMEDA ASSISTANT CITY ATTORNEY

**FROM:** GEORGE SCHLOSSBERG, ESQ.  
HILARY JACKLER, ESQ.

**DATE:** AUGUST 28, 2017

**RE:** PROCESS FOR ASSEMBLING QUITCLAIM DEEDS FOR ALAMEDA  
POINT PHASE 3B CONVEYANCE

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To convey the Alameda Point Phase 3B property to the City of Alameda, as the Successor in Interest to the Alameda Reuse and Redevelopment Authority (collectively the “City”), pursuant to 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*, dated June 6, 2000, as amended (“EDC Agreement”), the Department of the Navy (“Navy”) agreed to a closing that involves twelve (12) separate quitclaim deeds for twelve (12) distinct parcels of land.

The City selected the number of deeds and grouped the various land parcels depending on a number of factors, including past use, presence of existing buildings, location within the Naval Air Station Alameda Historic District, and/or previous or existing contamination of the soil or groundwater, if any. The final deeds will include different notifications and/or restrictions placed on the property, tailored to the specific parcel and its intended use. Most importantly, the parcelization will allow the City to assemble and sell parcels for private development with clear information about the specific conditions and restrictions relevant to each parcel.

To simplify the preparation and review process for the twelve (12) deeds, and to ensure their accuracy in the most efficient manner, the Navy and City negotiated: (1) a Form Alameda Point Phase 3B Quitclaim Deed (“Form Deed” attached as Exhibit “A”), and (2) an Alameda Point Phase 3B Closing Deed Matrix (“Matrix” attached as Exhibit “B”), as follows:

**PROCESS FOR ASSEMBLING DEEDS FOR ALAMEDA POINT PHASE 3B CLOSING**

August 28, 2017

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1. **Form Deed** – The Form Deed is a heavily negotiated instrument based originally upon the form deed attached as an exhibit to the EDC Agreement and includes the entire universe of potential notifications and restrictions. The non-italicized paragraphs will be included in every final deed. The italicized items will be included only if appropriate, based upon the Deed Matrix. The specific restrictions identified in the Regional Water Quality Control Board closure notices for closed petroleum sites will be included in the applicable deeds. The Form Deed will automatically renumber itself as provisions are added or deleted.
  
2. **Deed Matrix** – The Matrix was crafted following extensive discussions with the Navy and State and Federal regulators and allocates those notices and restrictions necessary to protect human health and the environment pursuant to Federal and State law as set forth in the Finding of Suitability to Transfer Phase 3B for Former Naval Air Station Alameda, Alameda Point, Alameda, California dated August 7, 2017, among the various land parcels and deeds. The Matrix includes the following columns:
  - (A) Deed Identification,
  - (B) Parcel Identification,
  - (C) Installation Restoration Program (“IR”) Site,
  - (D) Operating Unit (“OU”),
  - (E) Optional Recitals,
  - (F) Record of Decision (“ROD”),
  - (G) Notices,
  - (H) Environmental (CERCLA) Restrictions,
  - (I) Other Restrictions,
  - (J) CRUP (Owner),
  - (K) Buildings Existing, and
  - (L) Buildings Demolished.

Prior to the actual closing, the City will assemble the twelve (12) final deeds, starting with the Form Deed substantially as provided to the Council, by allocating the various notifications and restrictions in accordance with the Deed Matrix. Additionally, while the types of restrictions for certain closed petroleum sites are referenced within the Form Deed, specific language describing specific restrictions in applicable deeds will be included, as set forth in the Regional Water Quality Control Board’s closure letters. We consider this assembly to be a mostly mechanical task, as the final deeds will differ only based upon the Deed Matrix options. Final Deed assembly may require some minor editorial or technical changes, and we recommend that we request Council approval for the City Manager to make technical changes as approved by the City Attorney.

**KUTAK ROCK LLP**

**PROCESS FOR ASSEMBLING DEEDS FOR ALAMEDA POINT PHASE 3B CLOSING**

August 28, 2017

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Should you have any questions or concerns regarding the process to assemble the final twelve (12) quitclaim deeds for the Alameda Point Phase 3B property conveyance, please contact George Schlossberg directly at 202-828-2418 or by email at [george.schlossberg@kutakrock.com](mailto:george.schlossberg@kutakrock.com), or Hilary Jackler directly at 202-828-2470 or by email at [hilary.jackler@kutakrock.com](mailto:hilary.jackler@kutakrock.com).

Exhibits: as stated.

**FORM ALAMEDA POINT PHASE 3B  
QUITCLAIM DEED**

*Note: This Form will be the basis for all 12 deeds that will be created in connection with the Alameda Point Phase 3B closing. Italicized paragraphs may be deleted if not applicable to the Parcel. See the Deed Matrix to determine which italicized paragraphs will be included in which deeds. The paragraphs in this deed will automatically renumber as paragraphs are deleted, so the full form must be used in consultation with the Deed Matrix.*

**RECORDING REQUESTED BY:**

United States Navy  
BRAC Program Management Office West  
33000 Nixie Way  
Building 50, Suite 207  
San Diego, California 92147  
Attention: Amy Jo Hill  
Real Estate Contracting Officer

**WHEN RECORDED MAIL TO:**

Alameda City Hall  
2263 Santa Clara Avenue  
Alameda, CA 94501-4456  
Attention: Jill B. Keimach  
City Manager

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: [\_\_\_\_\_]

**QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO  
CALIFORNIA CIVIL CODE SECTION 1471  
FOR PARCEL ALA-[ ]-EDC AT FORMER NAS ALAMEDA**

This Quitclaim Deed is made this \_\_\_ day of \_\_\_\_\_, 2017, by and between the United States of America, acting by and through the Department of the Navy, hereinafter called the **GRANTOR or United States**, and the **City of Alameda, California, Successor in Interest to the Alameda Reuse and Redevelopment Authority**, hereinafter called the **GRANTEE**.

**WITNESSETH:**

**WHEREAS**, the Secretary of the Navy is authorized to convey surplus property at a closing installation to the recognized Local Redevelopment Authority ("LRA") for economic development purposes pursuant to Section 2905(b)(4) of the Defense Base Closure and

*Mail tax statements to: See mail to address above*

1 Realignment Act of 1990 (Public Law 101-510, 10 U.S.C. Section 2687 note); as amended by  
2 Section 2821 of the National Defense Authorization Act for Fiscal Year 2000 (Public Law 106-  
3 65); and  
4

5 **WHEREAS**, the former Naval Air Station Alameda (“NAS Alameda”) was closed  
6 pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as  
7 amended (Pub. L. No. 101-510) and is no longer required for military purposes; and  
8

9 **WHEREAS**, in 1996, the Alameda Reuse and Redevelopment Authority (“ARRA”), as  
10 the recognized LRA at the time, prepared and adopted the NAS Alameda Community Reuse  
11 Plan (as amended, “Reuse Plan”) and thereafter applied for a No-Cost Economic Development  
12 Conveyance (“EDC”) to acquire portions of NAS Alameda (the “EDC Property”) for  
13 development in accordance with the Reuse Plan, which was approved. The ARRA and the  
14 GRANTOR entered into a Memorandum of Agreement regarding the terms of a no-cost EDC in  
15 2000 (“EDC MOA”), and in 2011 agreed to a term sheet for the amendment of that agreement.  
16 The parties subsequently executed Amendment 2 to the EDC MOA (January 3, 2012) to  
17 implement the agreements contained in the term sheet. In 2012, ARRA assigned its rights and  
18 obligations under the EDC MOA, as amended, to the City of Alameda, and the City of Alameda  
19 became the federally recognized LRA for NAS Alameda (March 9, 2012); and  
20

21 **WHEREAS**, the GRANTEE and the State of California, acting by and through the State  
22 Lands Commission, entered into the Naval Air Station Alameda Title Settlement and Exchange  
23 Agreement (“Exchange Agreement”) approved on October 19, 2012, which settled a land and  
24 boundary dispute between them and resolved the status and disposition of certain lands in the  
25 City of Alameda, County of Alameda, State of California; and  
26

27 **WHEREAS**, the EDC Property includes Parcel ALA-[\_\_\_\_]-EDC, hereinafter referred to  
28 as the “Property”, and is more particularly described in Exhibit “A”, attached hereto and made a  
29 part hereof; and  
30

31 *[Note: this 6th Recital to be included if the deed includes a Parcel with an IR Site.]*  
32 **WHEREAS**, the Final Comprehensive Environmental Response, Compensation and Liability Act  
33 (“CERCLA”) Record of Decision for Installation Restoration Site [\_\_\_\_], was issued  
34 by the GRANTOR in [\_\_\_\_] (“Final ROD”)[. OR ; and] *[Note: the following sentence*  
35 *is only to be included in deeds that include sites covered by a Navy/DTSC CRUP (Parcels*  
36 *[\_\_\_\_]).]* The Final ROD selected Land Use Controls as a portion of the remedial action; and  
37

38 **WHEREAS**, the GRANTOR has completed remedial actions on the Property to be  
39 conveyed to GRANTEE that are necessary to provide the covenants required by CERCLA, 42  
40 U.S.C. Section 9620(h)(3)(A)(ii)(I); and  
41

42 **WHEREAS**, the GRANTOR has found and determined that the Property to be conveyed  
43 to GRANTEE is suitable for transfer pursuant to a Finding of Suitability for Transfer Phase 3B  
44 for Former Naval Air Station Alameda, Alameda Point, Alameda, California dated August 7,

1 2017 (FOST), on file with the Clerk of the City of Alameda and the City of Alameda Community  
2 Development Department Permit Center; and  
3

4 **WHEREAS**, GRANTOR has determined pursuant to applicable Federal statutes and  
5 regulations and California Civil Code Section 1471 that it is reasonably necessary to impose  
6 certain restrictions on the use of portions of the Property to protect present and future human  
7 health or safety or the environment as a result of the presence of hazardous materials on portions  
8 of the Property described hereinafter with particularity; and  
9

10 *[Note: This 10th recital to be included only if deed includes a Parcel subject to the*  
11 *Navy/DTSC CRUP (Parcels [\_\_\_]).]* **WHEREAS**, the GRANTOR has entered into a Covenant  
12 to Restrict Use of Property (“CRUP”) with the California Environmental Protection Agency  
13 Department of Toxic Substances Control (“DTSC”). The CRUP sets forth required restrictions  
14 on the future use of the Property. GRANTEE agrees it has received copies of the FOST and the  
15 CRUP, has reviewed them and understands the information, restrictions and conditions  
16 contained therein; and  
17

18 **WHEREAS**, at such time as the Property is conveyed from the United States to the City  
19 of Alameda, as the Successor in Interest to the Alameda Reuse and Redevelopment Authority,  
20 that certain *Lease in Furtherance of Conveyance between the United States of America and the*  
21 *Alameda Reuse and Redevelopment Authority for the Former Naval Air Station, Alameda*, dated  
22 June 6, 2000, as amended (“LIFOC”), shall terminate with regard to such Property.  
23

24 **NOW THEREFORE**, the GRANTOR, for good and valuable consideration, the receipt  
25 and sufficiency of which is hereby acknowledged, does hereby remise, release and forever  
26 quitclaim to the GRANTEE, all of GRANTOR’S right, title and interest in and to the Property:  
27

28 **I.** TOGETHER WITH all buildings and improvements located thereon, and all  
29 rights, tenements, hereditaments, and appurtenances belonging, or in any wise appertaining,  
30 including fixtures, structures, mineral rights, water rights, the banks, beds and waters of any  
31 streams, rivers or lakes upon said Property, appurtenant easements, rail lines and utility lines,  
32 alleys, roads, streets ways, strips, gores or railroad rights of way upon said Property, and any  
33 means of ingress and egress appurtenant thereto.

34 **II. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS,**  
35 **RESTRICTIONS, AND CONDITIONS**, which shall be binding upon and enforceable against  
36 the GRANTEE, its successors and assigns, in perpetuity:

37 **A.** The GRANTEE agrees to accept conveyance of the Property subject to all  
38 covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements,  
39 and encumbrances of record that pertain to the Property.

40 **B.** Reserved.

41 **C.** A FOST has been completed and an Environmental Baseline Survey  
42 (“EBS”) report is referenced in the FOST. The FOST and EBS reference environmental

1 conditions on the Property and on other property not subject to this Quitclaim Deed. The FOST  
2 sets forth the basis for the GRANTOR’s determination that the Property is suitable for transfer.  
3 GRANTEE acknowledges that it has received copies of the FOST and the EBS; that it is aware  
4 of the notifications therein; and that all documents referenced therein have been made available  
5 to GRANTEE for inspection and copying.

6 **D.** The GRANTEE acknowledges that it has inspected, is aware of, and  
7 accepts the condition and state of repair of the Property, and, except as otherwise provided  
8 herein, or as otherwise provided by law, that the Property is conveyed “AS IS” and “WHERE  
9 IS” without any representation, promise, agreement, or warranty on the part of the GRANTOR  
10 regarding such condition and state of repair, or regarding the making of any alterations,  
11 improvements, repairs or additions. [Except for the environmental remediation required to be  
12 undertaken by GRANTOR,] the GRANTEE further acknowledges that the GRANTOR shall not  
13 be liable for any latent or patent defects in the Property except to the extent required by  
14 applicable law.

15  
16 *[Note: Section E to be included in all deeds for non-submerged parcels and Parcel [\_\_\_]. The*  
17 *term “Property” should be used throughout this section unless a deed contains multiple*  
18 *parcels, only some of which require a LBP notice, as identified in the matrix.]*

19  
20 **E. LEAD BASED PAINT (LBP).**

21  
22 1. *The Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-*  
23 *EDC] may include improvements that are presumed to contain LBP because they are thought to*  
24 *have been constructed prior to 1978. Lead from paint, paint chips, and dust can pose health*  
25 *hazards if not managed properly. Pursuant to 40 CFR Section 745.113 and the FOST, the*  
26 *following notice is provided: “Every purchaser of any interest in residential real property on*  
27 *which a residential dwelling was built prior to 1978 is notified that such property may present*  
28 *exposure to lead from lead-based paint that may place young children at risk of developing lead*  
29 *poisoning. Lead poisoning in young children may produce permanent neurological damage,*  
30 *including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired*  
31 *memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any*  
32 *interest in residential real property is required to provide the buyer with any information on*  
33 *lead-based paint hazards from risk assessments or inspections in the seller's possession and*  
34 *notify the buyer of any known lead-based paint hazards. The GRANTEE will be responsible for*  
35 *managing all lead-based paint and potential lead-based paint in compliance with all applicable*  
36 *federal, state and local laws and regulations.”*

37  
38 2. *The GRANTEE shall be responsible for managing all lead-based*  
39 *paint and potential lead-based paint hazards, including soil lead hazards that arise after the date*  
40 *of transfer, in compliance with the Residential Lead Based Paint Hazard Reduction Act of 1992,*  
41 *42 U.S.C. Section 4852d (“Title X”) and all applicable federal, state and local laws and*  
42 *regulations. The GRANTEE shall conduct soil sampling and, if necessary, remediation after*  
43 *demolition and removal of demolition debris and prior to occupancy of any newly constructed*  
44 *dwelling units in a manner consistent with Title X and Department of Housing and Urban*

1    *Development guidelines.*

2                   3.     *The GRANTEE hereby acknowledges the required disclosure of the*  
3 *presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978 in*  
4 *accordance with Title X. The GRANTOR agrees that it has provided to GRANTEE, and*  
5 *GRANTEE acknowledges the receipt of, available records and reports pertaining to LBP and/or*  
6 *LBP hazards and receipt of the Environmental Protection Agency (EPA) approved pamphlet*  
7 *“Protect Your Family from Lead in Your Home” (EPA 747-K-94-001). Furthermore, the*  
8 *GRANTEE acknowledges that it has read and understood the EPA pamphlet.*

9                   4.     *The GRANTEE covenants and agrees that, in any improvements on*  
10 *the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] defined as target housing*  
11 *by Title X and constructed prior to 1978, LBP hazards will be disclosed to potential occupants in*  
12 *accordance with Title X before use of such improvements as a residential dwelling (as defined in*  
13 *Title X). Further, the GRANTEE covenants and agrees that LBP hazards in target housing will*  
14 *be abated in accordance with Title X before use and occupancy as a residential dwelling, in*  
15 *accordance with applicable laws. “Target housing” means any housing constructed prior to*  
16 *1978, except housing for the elderly or persons with disabilities (unless any child who is less*  
17 *than six (6) years of age resides, or is expected to reside, in such housing) or any zero-bedroom*  
18 *dwelling.*

19                   5.     *The GRANTEE covenants and agrees that in its use and occupancy*  
20 *of the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC], it will comply with*  
21 *Title X and all applicable Federal, State, and local laws relating to LBP. The GRANTEE*  
22 *acknowledges that the GRANTOR assumes no liability for damages for personal injury, illness,*  
23 *disability, or death to the GRANTEE, or to any other person, including members of the general*  
24 *public, arising from or incident to the purchase, transportation, removal, handling, use,*  
25 *disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on*  
26 *the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC], arising after the*  
27 *conveyance of the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] from the*  
28 *GRANTOR to the GRANTEE, whether the GRANTEE has properly warned, or failed to properly*  
29 *warn, the persons injured.*

30                   6.     *The GRANTOR shall provide a Notice of Release, in recordable*  
31 *form, to the GRANTEE when demolition of the building or buildings on the Property [or if*  
32 *limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] containing LBP have been completed and the*  
33 *appropriate Federal, State or local regulatory agency(s) have concurred in writing that LBP has*  
34 *been removed from the buildings in accordance with all applicable Federal, State, and local*  
35 *laws and regulations. This Notice of Release shall be deemed to remove all notices and*  
36 *restrictions relating to LBP from applicable portions of the Property [or if limited to certain*  
37 *parcel(s) – Parcel ALA-\_\_\_-EDC].*

38 *[Note: Section F to be included in deeds that include a Parcel containing a building(s). The*  
39 *term “Property” should be used throughout this section unless a deed contains multiple*  
40 *parcels, only some of which require an ACM notice, as identified in the matrix. (Deeds [\_\_\_])]*  
41



1                   **F.       ASBESTOS CONTAINING MATERIALS.**

2                   1.       *The GRANTEE is hereby informed and does hereby acknowledge*  
3 *that hazardous materials in the form of asbestos or asbestos containing materials (“ACM”) have*  
4 *been found and are otherwise presumed to exist in buildings, structures and utility lines on the*  
5 *Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC]. The EBS and FOST disclose*  
6 *the presence of known asbestos or ACM hazards in such buildings, utilities and structures on the*  
7 *Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC].*

8                   2.       *The GRANTEE covenants that it will prohibit occupancy and use*  
9 *of buildings and structures, or portions thereof, containing known friable ACM prior to*  
10 *abatement of the friable ACM or demolition of the buildings or structures, as may be required by*  
11 *applicable law. In connection with its use and occupancy of the Property [or if limited to certain*  
12 *parcel(s) – Parcel ALA-\_\_\_-EDC], including, but not limited to, demolition of buildings and*  
13 *structures containing asbestos or ACM, GRANTEE will comply with all applicable Federal,*  
14 *State and local laws relating to asbestos or ACM.*

15                  3.       *The GRANTEE acknowledges that the GRANTOR assumes no*  
16 *liability for damages for personal injury, illness, disability, or death to the GRANTEE, its*  
17 *employees, invitees, or to any other person, including members of the general public, arising*  
18 *from or incident to GRANTEE’s purchase, transportation, removal, handling, use, disposition,*  
19 *or other activity causing or leading to contact of any kind whatsoever with ACM in the structures*  
20 *on the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC], arising after the*  
21 *conveyance of the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] from*  
22 *GRANTOR to GRANTEE, whether the GRANTEE has properly warned, or failed to properly*  
23 *warn the persons injured.*

24                  4.       *The GRANTOR shall provide a Notice of Release, in recordable*  
25 *form, to the GRANTEE when demolition of the building or buildings on the Property [or if*  
26 *limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] containing ACM have been completed and*  
27 *the appropriate Federal, State or local regulatory agency(s) have concurred in writing that ACM*  
28 *has been removed from the buildings and structures in accordance with all applicable Federal,*  
29 *State, and local laws and regulations. This Notice of Release shall be deemed to remove all*  
30 *notices and restrictions relating to ACM from applicable portions of the Property.*

31                  **G.       Property Covered by Notice, Description, Access Rights, and**  
32 **Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental**  
33 **Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):** For the  
34 Property, the GRANTOR provides the following notice, description, and covenants and retains  
35 the following access rights:

36                  1.       **Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the**  
37 **Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42**  
38 **U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):** Pursuant to section 120(h)(3)(A)(i)(I) and (II) of  
39 CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type,  
40 quantity, and location of hazardous substances and the time at which such substances were

1 stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit "B", attached  
2 hereto and made a part hereof, and further described in the FOST.

3                   2.       **Description of Remedial Action Taken, if Any, Pursuant to**  
4 **Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation,**  
5 **and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):** Pursuant to section  
6 120(h)(3)(A)(i)(III) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the  
7 remedial action taken, if any, on the Property is provided in Exhibit "B", attached hereto and  
8 made a part hereof, and further described in the FOST.

9                   3.       **Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the**  
10 **Comprehensive Environmental Response, Compensation and Liability Act of 1980**  
11 **(CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii) and (B)):** Pursuant to section 120(h)(3)(A)(ii)  
12 and (B) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that:

13                   (a)       all remedial action necessary to protect human health and  
14 the environment with respect to any hazardous substance identified pursuant to section  
15 120(h)(3)(A)(i)(I) of CERCLA remaining on the Property has been taken before the date of this  
16 Quitclaim Deed, and

17                   (b)       any additional remedial action found to be necessary after  
18 the date of this Quitclaim Deed shall be conducted by the United States. This covenant will not  
19 apply to any remedial action required on the Property that is the result of an act or omission of  
20 the GRANTEE that causes a new release of hazardous substances.

21                   4.       **Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the**  
22 **Comprehensive Environmental Response, Compensation, and Liability Act of 1980**  
23 **(CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(iii)):** The United States retains and reserves a  
24 perpetual and assignable easement and right of access on, over, and through the Property, to  
25 enter upon the Property in any case in which a remedial action or corrective action is found to be  
26 necessary on the part of the United States, without regard to whether such remedial action or  
27 corrective action is on the Property or on adjoining or nearby lands. Such easement and right of  
28 access includes, without limitation, the right to perform any environmental investigation, survey,  
29 monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or  
30 pumping wells or other treatment facilities, response action, corrective action, or any other action  
31 necessary for the United States to meet its responsibilities under applicable laws and as provided  
32 for in this instrument. Such easement and right of access shall be binding on the GRANTEE and  
33 its successors and assigns and shall run with the land.

34                   In exercising such easement and right of access, the United States shall provide the  
35 GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to  
36 enter upon the Property and exercise its rights under this clause, which notice may be severely  
37 curtailed or even eliminated in emergency situations. The United States shall use reasonable  
38 means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's  
39 successors' and assigns', as the case may be, quiet enjoyment of the Property. At the completion  
40 of work, the work site shall be reasonably restored. Such easement and right of access includes

1 the right to obtain and use utility services, including water, gas, electricity, sewer, and  
2 communications services available on the Property at a reasonable charge to the United States.  
3 Excluding the reasonable charges for such utility services, no fee, charge, or compensation will  
4 be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right  
5 of access hereby retained and reserved by the United States.

6  
7 In exercising such easement and right of access, neither the GRANTEE nor its successors  
8 and assigns, as the case may be, shall have any claim at law or equity against the United States or  
9 any officer or employee of the United States based on actions taken by the United States or its  
10 officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance  
11 with this clause: Provided, however, that nothing in this clause shall be considered as a waiver  
12 by the GRANTEE and its successors and assigns, as the case may be, of any remedy available to  
13 them under the Federal Tort Claims Act.

14  
15 *[Note: Section H will only be included in deeds that include Parcels subject to a Navy/DTSC*  
16 *CRUP (Parcels [\_\_\_]).]*

17  
18 **H. COVENANT TO RESTRICT USE OF THE PARCELS REQUIRING**  
19 **INSTITUTIONAL CONTROLS/ENVIRONMENTAL RESTRICTIONS:** Pursuant to  
20 California Civil Code § 1471, and in order to protect and effectuate an environmental remedy  
21 implemented on the Property pursuant to CERCLA, GRANTEE covenants and agrees, as a  
22 covenant running with the land, that the following land use restrictions shall apply to the  
23 Property:

24 *[Note: Section H.1 will be included in deeds that include Parcels with restrictions for*  
25 *groundwater only. Section H.2 will be included in deeds for those Parcels with restrictions*  
26 *both for groundwater and soil.]*

27 **Section H.1 – Groundwater Restrictions ONLY (Parcels [\_\_\_]):**

28  
29 1. GRANTOR and GRANTEE acknowledge that the Property [or if  
30 limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] are subject to the provisions of that certain  
31 Covenant to Restrict Use of Property Environmental Restriction (“CRUP”) by and between  
32 GRANTOR, as Covenantor, and the State of California acting by and through the Department of  
33 Toxic Substances Control (“DTSC”) as Covenantee. The CRUP was recorded in the Official  
34 Records, Alameda County, California, prior to recordation of this Quitclaim Deed. The CRUP  
35 prohibits certain activities and restricts groundwater use on the Property [or if limited to certain  
36 parcel(s) – Parcel ALA-\_\_\_-EDC]. GRANTOR and GRANTEE intend that the restrictions and  
37 requirements set out below, which are enforceable by the GRANTOR against the GRANTEE  
38 shall be interpreted in a manner that is consistent and not in conflict with the restrictions and  
39 requirements set forth in Article IV of the CRUP which is enforceable by DTSC or the United  
40 States Environmental Protection Agency (EPA) against the GRANTEE. A failure to enforce the  
41 CRUP by DTSC or EPA shall not preclude the GRANTOR from enforcing any restrictions or  
42 covenants herein.

1 Section H.2 – Groundwater AND Soil Restrictions (Parcel [ ] deed only):

2 2. GRANTOR and GRANTEE acknowledge that the Property [or if  
3 limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] is subject to the provisions of that certain  
4 Covenant to Restrict Use of Property Environmental Restriction (“CRUP”) by and between  
5 GRANTOR, as Covenantor, and the State of California acting by and through the Department of  
6 Toxic Substances Control (“DTSC”) as Covenantee. The CRUP was recorded in the Official  
7 Records, Alameda County, California, prior to recordation of this Quitclaim Deed. The CRUP  
8 restricts certain uses of the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC]  
9 and restricts activities that require excavation of soil. GRANTOR and GRANTEE intend that the  
10 restrictions and requirements set out below, which are enforceable by the GRANTOR against the  
11 GRANTEE shall be interpreted in a manner that is consistent and not in conflict with the  
12 restrictions and requirements set forth in Article IV of the CRUP which is enforceable by DTSC  
13 or the United States Environmental Protection Agency (EPA) against the GRANTEE. A failure  
14 to enforce the CRUP by DTSC or EPA shall not preclude the GRANTOR from enforcing any  
15 restrictions or covenants herein.

16 Note: Section H.3 has been relocated to the introductory paragraph of Section H. This  
17 paragraph can be deleted in all deeds.

18  
19 3. [INTERNAL NOTE – DELETE THIS LINE SO PARAGRAPHS  
20 AUTOMATICALLY RENUMBER.]

21 Note: Section H.4 to be included in deeds that include Parcels [ ]:

22  
23 4. Unless otherwise approved by the GRANTOR and Federal Facility  
24 Agreement (FFA) signatories, the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-  
25 EDC] shall not be used for the following purposes:

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

28 (b) a hospital for humans;

29 (c) a school for persons under 21 years of age;

30 (d) a day-care facility for children;

31 (e) a playground;

32 (f) any permanently occupied human habitation other than  
33 those used for commercial or industrial purposes; or

34 (g) ground floor residential units.

35 Note: Section H.5 to be included in deeds that include Parcels [ ]:

1                   5.     Unless otherwise approved by the GRANTOR and FFA  
2 signatories, the following activities shall not be conducted on the Property [or if limited to  
3 certain parcel(s) – Parcel ALA-\_\_\_-EDC]:

4                   (a)     Municipal or domestic use of ground water;

5                   (b)     Installation of new groundwater wells of any type until  
6 Institutional Control (IC) termination criteria (MCLs) have been achieved.

7 **Note: Section H.6 to be included in deeds that include Parcels [ \_\_\_ ]:**

8                   6.     The following activities are prohibited on the Property [or if  
9 limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC]:

10                  (a)     Installation of new groundwater wells of any type without  
11 prior review and written approval of the GRANTOR and the FFA signatories.

12                  (b)     Alteration, disturbance, or removal of groundwater  
13 monitoring wells, groundwater extraction wells, treatment facilities, and associated equipment  
14 without prior review and written approval from the GRANTOR and the FFA signatories.

15                  (c)     Removal of or damage to security features (such as locks  
16 on monitoring wells, site fencing, or signs) or to survey monuments, monitoring equipment,  
17 piping, or other appurtenances without prior written approval from the GRANTOR.

18 **Note: Section H.7 to be included in the deed that includes Parcel [ \_\_\_ ]:**

19                   7.     All subsurface activities that involve excavation of soil from deeper  
20 than 2 feet below ground surface (bgs) shall require approval by the GRANTOR and FFA  
21 signatories. Reuse of soils excavated from 0 to 2 feet bgs during subsurface activities at Parcel  
22 ALA-58-EDC will be limited to sites designated for commercial/industrial or recreational uses.  
23 Soil may not be removed from Parcel ALA-58-EDC without prior approval of the GRANTOR  
24 and FFA signatories (except for proper landfill disposal).

25 **[Note: Section I will only be included where Section H is also included (in deeds that include**  
26 **Parcels [ \_\_\_ ].]**

27  
28                   **I.     REQUIREMENTS FOR LAND USE INSPECTION, REPORTING,**  
29 **AND ENFORCEMENT ON THE PROPERTY** [or if limited to certain parcel(s) – **PARCEL**  
30 **ALA-\_\_\_-EDC**]:

31                   1.     GRANTEE must comply with all terms and conditions relating to  
32 land-use restrictions set forth herein.

33                   2.     GRANTEE must notify subsequent future transferees of all land  
34 use restrictions and access provisions.

1                   3.       GRANTEE shall allow the GRANTOR, the FFA signatories, and  
2 *their authorized agents, employees, contractors and subcontractors to enter the Property [or if*  
3 *limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] to conduct investigations, tests, or surveys;*  
4 *inspect field activities; or construct, operate, and maintain the remedial action described in the*  
5 *appropriate Final ROD and Final Land Use Controls (LUC) Remedial Design or undertake any*  
6 *other remedial response or remedial action as required or necessary under the cleanup program*  
7 *including but not limited to monitoring wells, extraction wells, and treatment facilities.*

8                   4.       GRANTEE, including homeowner associations acting on behalf of  
9 *the property owners, shall continue to perform annual inspections to ensure that all land use*  
10 *restrictions are being complied with by all future users, continue to report results from those*  
11 *inspections to the GRANTOR and the FFA signatories, and enforce land-use restrictions.*

12                   5.       GRANTEE shall provide the GRANTOR and the FFA signatories  
13 *with an annual LUC Compliance Certificate (an example of which is included as Exhibit “C”*  
14 *attached hereto) for the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC].*  
15 *Should any deficiencies be found during any annual site inspection, the GRANTEE and future*  
16 *transferees will provide the GRANTOR and the FFA signatories a separate written explanation*  
17 *with the LUC Compliance Certificate indicating specific deficiencies found and what efforts and*  
18 *measures have or will be taken to correct those deficiencies. GRANTOR shall be responsible for*  
19 *any required maintenance or repair of the remedial system components unless the required*  
20 *maintenance or repair is caused by or due to the negligence of GRANTEE, its employees,*  
21 *contractors, invitees, or assigns. Copies of the completed and signed LUC Compliance*  
22 *Certificate shall be sent to the GRANTOR and the FFA signatories by certified mail, return*  
23 *receipt requested, in January of each calendar year. The need to continue to provide such*  
24 *inspections and certifications on an annual basis will be re-evaluated every five (5) years by the*  
25 *FFA signatories.*

26                   6.       GRANTEE shall notify the GRANTOR and the FFA signatories  
27 *within ten (10) business days of a violation of land-use restrictions. The current landowner shall*  
28 *then work with the FFA signatories to correct the problems discovered.*

29                   7.       In the event that GRANTEE desires to develop, improve, use or  
30 *maintain the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] in a manner that*  
31 *is restricted or prohibited by the environmental restrictions, covenants or land use controls*  
32 *contained within this Quitclaim Deed, the GRANTEE shall provide the GRANTOR with a written*  
33 *request seeking approval of the requested activity. The GRANTOR shall respond to these written*  
34 *requests promptly and in good faith provided the request includes a description of the proposed*  
35 *work and is supported by documentation of regulatory agency review and approval.*

36                   8.       The environmental restrictions set forth in this Quitclaim Deed  
37 *may be released at such time as the GRANTOR has obtained written confirmation from*  
38 *California Department of Toxic Substances Control (“DTSC”), including the appropriate FFA*  
39 *signatories that the restricted property is protective of present and future human health, safety,*  
40 *and the environment for the use that was formerly prohibited. Upon receipt of such written*  
41 *confirmation, the GRANTOR shall deliver to the GRANTEE in recordable form, a release (the*

1 “Release”) relating specifically to the environmental use restrictions set forth in this Quitclaim  
2 Deed. The execution of the Release by the GRANTOR shall remove all notices and restrictions  
3 relating to the remedy addressed by the restrictions from the title to the Property [or if limited to  
4 certain parcel(s) – Parcel ALA-\_\_\_-EDC].

5 *[Note: Section J will be included in all deeds that include a Parcel subject to the Marsh Crust*  
6 *CRUP.]*

7  
8 **J. MARSH CRUST/SUBTIDAL ZONE SOIL MANAGEMENT**  
9 **REQUIREMENTS.** “Marsh Crust” is defined as the underground layer that is the remnant of  
10 the tidal marsh that existed along the shoreline of Alameda Island before filling to create  
11 additional dry land. “Subtidal Zone” is defined as the underground layer that is the pre-filling  
12 San Francisco Bay floor extension of the historic marsh. These layers form a single continuous  
13 underground layer that extends Bayward of the original mean high tide line of Alameda Island  
14 before filling and contains hazardous materials and hazardous substances, pollutants, and  
15 contaminants that were retained in the historic marsh and Subtidal Zone before filling. The  
16 GRANTEE covenants and agrees that it shall comply with City of Alameda Ordinance No. 2824  
17 regarding Excavation Into the Marsh Crust/Subtidal Zone at the Former Naval Air Station  
18 Alameda and Fleet and Industrial Supply Center, Alameda Annex and Facility. GRANTEE will  
19 record that certain Covenant to Restrict Use of Property (Environmental Restriction) (the  
20 “Marsh Crust Covenant”), in substantially the same form as Exhibit “D” attached hereto, by  
21 and between the City of Alameda, as Covenantor, and the Department of Toxic Substances  
22 Control (DTSC) (which is a part of California Environmental Protection Agency), as  
23 Covenantee, which sets forth restrictions applicable to the Marsh Crust/Subtidal Zone covered  
24 by this paragraph, immediately following conveyance of the Property. GRANTOR and  
25 GRANTEE intend that the restrictions set out in this paragraph, which are enforceable by the  
26 GRANTOR, shall be interpreted in a manner that is consistent and not in conflict with the  
27 restrictions set forth in the Marsh Crust Covenant which is enforceable by DTSC. A failure to  
28 enforce the Marsh Crust Covenant by DTSC shall not preclude the GRANTOR from enforcing  
29 this restriction.

30 *[Note: Section K will be included in deeds that include Parcels containing open petroleum*  
31 *sites. Section L will be included in deeds that include Parcels containing closed petroleum*  
32 *sites.]*

33  
34 **Option 1 – Open Petroleum Sites:**

35  
36 **K. PETROLEUM.**

37 1. The Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-  
38 EDC] has/have not been remediated to the satisfaction of the Regional Water Quality Control  
39 Board (“Water Board”) or has not been investigated to the satisfaction of the Water Board to  
40 determine whether corrective action is appropriate. Accordingly, the Property [or if limited to  
41 certain parcel(s) – Parcel ALA-\_\_\_-EDC] has/have not received Regulatory Closure and may  
42 contain petroleum concentrations in soil and/or groundwater that may present an unacceptable

1 risk to human health. Detailed information regarding the environmental conditions that have  
2 not been remediated or investigated (“Open Petroleum Sites”), including maps and figures with  
3 locations of former petroleum tanks and piping, is included in the FOST, which has been  
4 provided to the Regional Water Quality Control Board as a public record for disclosure to the  
5 public through its GeoTracker database located at <http://geotracker.waterboards.ca.gov>. As of  
6 2013, the FOST downloadable document is available by searching for “Alameda Naval Air  
7 Station” and clicking on the Parent Global ID No. T06000109975 under the Site  
8 Maps/Documents tab. This location may change in the future due to database upgrades.  
9 Contact the Regional Water Board Groundwater Protection Division Chief for further  
10 information at 510-622-2400. The Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-  
11 EDC] is also enrolled in the City of Alameda Land-Use Restriction Tracking and Site  
12 Management Plan Program (“City Program”). Any work conducted by the GRANTEE or its  
13 agent(s) on the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] that involves  
14 construction, soil excavation or grading, trenching or groundwater contact shall be conducted  
15 pursuant to a site management plan that is acceptable to the Water Board, and in accordance  
16 with the City Program.

17 2. Reservation of Access to Open Petroleum Sites. GRANTOR  
18 retains and reserves a perpetual and assignable right of access on, over, and through the  
19 Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC], to enter upon the Property  
20 [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC], for the purposes of site investigation,  
21 corrective action, monitoring activities and/or any other activities that GRANTOR needs to take  
22 in order to achieve regulatory closure for open petroleum sites or meet its responsibilities under  
23 applicable laws, without regard to whether such action is on the Property [or if limited to  
24 certain parcel(s) – Parcel ALA-\_\_\_-EDC] or on adjoining or nearby lands. GRANTEE shall  
25 allow GRANTOR access to the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-  
26 EDC] for such purposes following reasonable notice. In exercising such right of access,  
27 GRANTOR shall use reasonable means to avoid and minimize interference with the GRANTEE’s  
28 quiet enjoyment of the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] and so  
29 as to not to unreasonably interfere with GRANTEE’s operations on or other uses of the Property  
30 [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC]. At the completion of the work, the  
31 work site shall be reasonably restored. Such right of access includes the right to obtain and use  
32 utility services, including water, gas, electricity, sewer and communications services available  
33 on the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] and adjoining and  
34 nearby lands at a reasonable charge to the GRANTOR. Excluding the reasonable charges for  
35 such utility services, no fee, charge, or compensation will be due the GRANTEE for the exercise  
36 of the right of access.

37 In exercising such right of entry, the GRANTEE shall not have any claim at law or equity  
38 against the GRANTOR or its officers, employees, agents, contractors, or subcontractors  
39 pursuant to and in accordance with this clause: Provided, however, that nothing in this  
40 paragraph shall be considered as a waiver by the GRANTEE of any remedy available to it under  
41 the Federal Tort Claims Act.

42  
43 Such right of access shall be binding on the GRANTEE and shall run with the land.



1  
2                   3.     Development or Improvement on Open Petroleum Sites. The  
3 GRANTEE hereby agrees to assume all obligations, liabilities, and burdens with respect to  
4 development or improvement on open petroleum sites that contain residual petroleum, including  
5 crude oil or any derivative thereof. GRANTEE shall be responsible for any costs incurred due to  
6 such development or improvement.

7                   4.     GRANTOR Responsibility. The GRANTOR will continue to be the  
8 responsible party to obtain regulatory closure for all sites under the City Program. GRANTOR  
9 will fulfill its petroleum site remediation obligation by completing all actions necessary to obtain  
10 regulatory closure or by negotiating an agreement with GRANTEE to complete necessary  
11 actions on behalf of the GRANTOR.

12 Option 2 – Closed Petroleum Sites (Without Restrictions – See Water Board Closure Letters to  
13 determine applicability):

14  
15                   **PETROLEUM.**

16                   The Property contains residual petroleum contamination that has been investigated and  
17 remediated to the satisfaction of the Regional Water Quality Control Board (“Water Board”) and  
18 has received regulatory closure, as documented by the Water Board’s No Further Action Letter  
19 and Site Closure Summary Form dated \_\_\_\_\_ (GeoTracker Global ID: \_\_\_\_\_). The  
20 Property will be enrolled in the City of Alameda Land Use Restriction Tracking and Site  
21 Management Plan Program (“City Program”). Any work conducted on the Property that  
22 involves soil excavation, trenching or groundwater contact shall be conducted in accordance with  
23 the City Program. GRANTEE shall notify the Water Board in writing of any proposed change in  
24 land or groundwater use at the Property.

25 Option 3 – Closed Petroleum Sites (With Restrictions); Language to be modified in specific  
26 deeds based upon the language included with the Water Board Closure Letters applicable to  
27 each individual site):

28  
29                   **L.     PETROLEUM RESTRICTIONS.**

30                   1.     Closed Petroleum Sites. The Property [or if limited to certain  
31 parcel(s) – Parcel ALA-\_\_\_-EDC] contains residual petroleum contamination that has been  
32 investigated and remediated to the satisfaction of the Regional Water Quality Control Board  
33 (“Water Board”) and has received regulatory closure. The Property [or if limited to certain  
34 parcel(s) – Parcel ALA-\_\_\_-EDC] will be the subject of a recorded covenant between the  
35 GRANTEE and the Water Board that identifies the conditions and requirements necessary to  
36 protect human health, safety and the environment (“Covenant”). The Covenant shall be  
37 executed and recorded immediately following the execution and recordation of this Quitclaim  
38 Deed. The Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] will be enrolled in  
39 the City of Alameda Land-Use Restriction Tracking and Site Management Plan Program (“City  
40 Program”). Any work conducted on the Property [or if limited to certain parcel(s) – Parcel  
41 ALA-\_\_\_-EDC] that involves soil excavation, trenching or groundwater contact shall be in

1 accordance with the Covenant and the City Program.

2 (a) [INSERT RESTRICTIONS AS APPLICABLE. SEE THE  
3 WATER BOARD CLOSURE LETTERS FOR EACH SITE TO DETERMINE APPLICABILITY  
4 WHEN PREPARING INDIVIDUAL PARCEL DEEDS] The GRANTEE covenants and agrees  
5 that it will not use the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC], or  
6 portions of it as may be subdivided, [INCLUDE ONLY APPLICABLE RESTRICTIONS AS SET  
7 FORTH IN APPLICABLE CLOSURE NOTICE – (a) for residential use, including (i) a  
8 residence, including any mobile home or factory-built housing constructed or installed for use as  
9 residential human habitation; (ii) a hospital for humans; (iii) a school for persons under 21  
10 years of age; (iv) a daycare facility for children; (v) any permanently occupied human  
11 habitation; (b) no grading, excavation, or subsurface activities without a site soil management  
12 plan; (c) no shallow groundwater use; (d) notify Water Board of any land use change; (e)  
13 decommission monitoring wells], unless (A) it has been demonstrated to the Water Board  
14 through further evaluation, which may include investigation or further remediation as guided by  
15 the City Program that such use restrictions are no longer needed because there is no longer any  
16 unacceptable risk; OR (B) engineering controls or other appropriate measures approved by the  
17 Water Board are implemented to mitigate health risks to future residents from residual  
18 petroleum in soil and/or groundwater.

19 (b) These restrictions shall be released at such time as the  
20 GRANTOR has obtained written confirmation from the Water Board that it has determined that  
21 the restricted property is protective of present and future human health, safety, and the  
22 environment for the use that was formerly prohibited. Upon receipt of such written confirmation,  
23 the GRANTOR shall deliver to the GRANTEE in recordable form, a release (the “Release”)  
24 relating specifically to the restrictions set forth in this Section of this Quitclaim Deed.

25 2. Development, Improvement or Maintenance of Closed Petroleum  
26 Sites. The GRANTEE hereby agrees to assume all obligations, liabilities, and burdens with  
27 respect to development, improvement, use or maintenance of closed petroleum sites that contain  
28 residual petroleum, including crude oil or any derivative thereof. GRANTEE shall be  
29 responsible for any costs incurred due to such development, improvement, use or maintenance.

30 **[Note: Section M will be included in all deeds for non-submerged parcels.]**

31  
32 **M. RESERVATION OF ACCESS TO MONITORING**  
33 **WELLS/PROHIBITION AGAINST DISTURBANCE.** Pursuant to California Civil Code  
34 Section 1471, GRANTEE agrees, as a covenant running with the land, that GRANTOR, or its  
35 officers, agents, employees, contractors and subcontractors, shall have the right to enter upon  
36 the Property to perform any installation, removal, repair, operation and maintenance of  
37 groundwater monitoring wells located on the Property. The GRANTEE further agrees, as a  
38 covenant running with the land, that GRANTEE shall not alter, disturb, or remove any  
39 groundwater monitoring wells, associated equipment or security features (such as locks on  
40 monitoring wells, site fencing, or signs) without prior review and written approval by  
41 GRANTOR. In the event that GRANTEE alters, disturbs or removes any groundwater  
42 monitoring well, associated equipment or security feature required for groundwater monitoring

1 by GRANTOR, GRANTEE shall repair or replace such monitoring well, site fencing or security  
2 feature, as the case may be, at its sole cost and expense. GRANTOR agrees to use reasonable  
3 means to avoid and to minimize interference with the GRANTEE's quiet enjoyment of the  
4 Property so as to not unreasonably interfere with GRANTEE's operations on or other uses of the  
5 Property. If at any future time, GRANTEE determines that the monitoring wells unduly interfere  
6 with any of its activities, it shall grant to GRANTOR, without charge, a substitute right of access  
7 permitting the GRANTOR to relocate the monitoring wells, or portion thereof, on adjacent  
8 GRANTEE property, at the GRANTEE'S cost and expense. The substitute right of access shall  
9 contain the same terms and conditions as those of this covenant. In the event the GRANTOR  
10 abandons any monitoring well after the date of this Quitclaim Deed, GRANTOR'S rights under  
11 this covenant with respect to such abandoned monitoring well shall automatically terminate.  
12 The land to be affected by said covenants shall be the Property or any portion thereof.  
13 GRANTEE and all successive owners of the Property or any portion thereof, and their assigns,  
14 are hereby bound by such covenants for the benefit of GRANTOR as the covenantee.

15 **N. NON-DISCRIMINATION.** GRANTEE covenants for itself, its  
16 successors and assigns and every successor in interest to the Property hereby conveyed, or any  
17 part thereof, that said GRANTEE and such successors and assigns shall not discriminate upon  
18 the basis of race, creed, color, religion, sex, disability, age, or national origin in the use,  
19 occupancy, sale or lease of the Property, or in their employment practices conducted thereon.  
20 This covenant shall not apply however, to the lease or rental of a room or rooms within a family  
21 dwelling unit, nor shall it apply with respect to Property used primarily for religious purposes.  
22 The United States of America shall be deemed a beneficiary of this covenant without regard to  
23 whether it remains the owner of any land or interest therein in the locality of the Property hereby  
24 conveyed and shall have the sole right to enforce this covenant in any court of competent  
25 jurisdiction.

26 *[Note: Section O will be included in all deeds for non-submerged parcels.]*  
27

28 **O. FLOODPLAIN NOTIFICATION.** *To the extent that any portion of the*  
29 *Property lies within a floodplain as defined in Section 6(c) of Executive Order No. 11988,*  
30 *Floodplain Management, dated May 24, 1977, construction, development and other uses of that*  
31 *portion of the Property could be restricted by the standards and criteria of the National Flood*  
32 *Insurance Program of the Federal Emergency Management Agency, or other applicable*  
33 *regulations.*

34 **P. NON-INTERFERENCE WITH NAVIGABLE AIRSPACE.**  
35 GRANTEE shall comply with the provisions of Title 14, Code of Federal Regulations, part 77,  
36 titled "Objects Affecting Navigable Airspace," in connection with any construction or alteration  
37 on the Property for which notice to the Administrator of the Federal Aviation Administration is  
38 required to be provided in accordance with those regulations.

39 *[Note: Section Q will be included in all deeds for non-submerged parcels and Parcel [\_\_\_].]*  
40

41 **Q. PESTICIDE NOTIFICATION.** *The GRANTEE is hereby notified that*  
42 *the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] may contain pesticide*

1 *residue from pesticides that have been applied in the management of the Property [or if limited*  
2 *to certain parcel(s) – Parcel ALA-\_\_\_-EDC]. The GRANTOR knows of no use of any registered*  
3 *pesticide in a manner inconsistent with its labeling and believes that all applications were made*  
4 *in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA - 7 U.S.C.*  
5 *Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such*  
6 *substances. It is the GRANTOR's position that it shall have no obligation under the covenants*  
7 *provided pursuant to section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response,*  
8 *Compensation and Liability Act of 1980, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the*  
9 *remediation of legally applied pesticides.*

10 **R. BIOLOGICAL OPINION RESTRICTIONS.** The GRANTEE is  
11 hereby notified and does hereby acknowledge that the Property is subject to certain avoidance  
12 and minimization measures and terms and conditions relating to the management and use of the  
13 Property as set forth in the Biological Opinion on the Proposed Naval Air Station Alameda  
14 Disposal and Reuse Project in the City of Alameda, Alameda County, California issued by the  
15 United States Department of Interior, Fish and Wildlife Service (Service) on August 29, 2012  
16 (2012 Biological Opinion), which constitute prohibitions and restrictions on use of the Property.  
17 The Property is the subject of a recorded Declaration of Restrictions that identifies such  
18 prohibitions and restrictions on use of the Property, executed by GRANTOR and recorded in the  
19 official public records of the Alameda County Clerk-Recorder's Office as Document No.  
20 2013199782 and the City and County of San Francisco Office of the Assessor-Recorder as  
21 Document No. 2013J677266.

22 *[Note: Section S will be included in deeds that include Parcel(s) with a building(s).]*  
23

24 **S. POLYCHLORINATED BIPHENYLS (PCBs).** *The GRANTEE is hereby*  
25 *notified and does acknowledge that certain portions of the improvements on the Property [or if*  
26 *limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] may contain PCBs. Prior to beginning any*  
27 *maintenance, alterations, demolition, restoration, or construction work affecting fluorescent*  
28 *light fixtures, the GRANTEE must determine if PCB ballasts are present. If present, GRANTEE*  
29 *shall dispose of PCB ballasts and/or fixtures at its expense in accordance with applicable*  
30 *Federal, State, and local laws and regulations relating to PCBs. The GRANTEE is hereby*  
31 *notified and does acknowledge that buildings constructed or renovated between 1950 and 1978*  
32 *have the potential to have PCBs contained within caulking, and those PCBs can migrate from*  
33 *the caulk into air, dust and surrounding material, such as wood, bricks and soil. Such materials*  
34 *must be handled, managed and disposed of during maintenance and/or renovations by the*  
35 *GRANTEE at its expense in accordance with applicable Federal, State, and local laws and*  
36 *regulations relating to PCBs.*

1 *[Note: Section T will be included in deeds that include Parcel(s) located within the NAS*  
2 *Alameda Historic District.]*

3  
4 **T. PROTECTION OF HISTORIC RESOURCES.** *The GRANTEE is*  
5 *hereby notified that the Property [or if limited to certain parcel(s) – Parcel ALA-\_\_\_-EDC] is*  
6 *located within the NAS Alameda Historic District, which was listed in the National Register of*  
7 *Historic Places (NRHP) on January 23, 2013, and identified as a City of Alameda Historic*  
8 *Monument on February 5, 2013. The NAS Alameda Historic District is comprised of 100*  
9 *contributing elements (99 contributing buildings and structures and one historic designed*  
10 *landscape) and 58 non-contributing elements. The GRANTEE shall afford the NAS Alameda*  
11 *Historic District all the protection and privileges provided to historic resources pursuant to the*  
12 *City of Alameda’s historic preservation ordinance (Alameda Municipal Code, Chapter XIII,*  
13 *Article VII, §13-21, Preservation of Historical and Cultural Resources).*

14 *[Note: Section U to be included only in the deed for Parcel [\_\_].]*

15  
16 **U. HISTORIC PROPERTY.** *The GRANTEE is hereby notified that the*  
17 *Property is directly adjacent to the south jetty of the Oakland Inner Harbor Jetties and Federal*  
18 *Channel Historic District, a historic property formally determined as eligible for listing on the*  
19 *National Register of Historic Places (NRHP) by the Army Corps of Engineers in consultation*  
20 *with the California State Historic Preservation Officer (“SHPO”).*

21 *[Note: Section V will be included in deeds that include Parcels in the NWT and adjacent to*  
22 *Oakland Inner Harbor.]*

23  
24 **V. PROTECTION OF WETLANDS.** *The GRANTEE is hereby notified that*  
25 *the Property may contain wetlands. In accordance with Section 4 of Executive Order 11990,*  
26 *“Protection of Wetlands” dated May 24, 1977, GRANTEE is hereby notified that dredge and fill*  
27 *activities in wetlands are regulated by the United States Army Corps of Engineers pursuant to*  
28 *the Federal Water Pollution Control Act, 33 USC. Section 1344 et seq. and its implementing*  
29 *regulations.*

30 *[Note: Section W will be included in deeds that include Parcels that contain buildings required*  
31 *for continued Government use (Building [\_\_]; Parcels [\_\_]).]*

32  
33 **W. RESERVATION OF EXCLUSIVE USE AREA.** *GRANTEE agrees and*  
34 *acknowledges that GRANTOR retains exclusive use of portions of Building [xx]*  
35 *located in Parcel ALA-[\_\_]-EDC, in accordance with the terms and conditions of a recorded*  
36 *lease by and between GRANTOR and GRANTEE.*

37 **III. BINDING EFFECT; WAIVER.** *The conditions, restrictions, reservations, and*  
38 *covenants set forth in this Quitclaim Deed, unless subsequently released, are a binding servitude*  
39 *on the Property; shall inure to the benefit of the GRANTOR and GRANTEE, their successors*  
40 *and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil*  
41 *Code sections 1462 and 1471 and other applicable authority.*

1 The failure of GRANTOR to insist in any one or more instances upon complete  
2 performance of the conditions subsequent, terms, or covenants of this Quitclaim Deed shall not  
3 be construed as a waiver of, or a relinquishment of GRANTOR's right to future performance of  
4 any of those conditions subsequent, terms and covenants and the GRANTEE's obligations with  
5 respect to such future performance shall continue in full force and effect.  
6

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

11 If to the GRANTEE: Jill B. Keimach, City Manager  
12 City of Alameda  
13 Alameda City Hall  
14 2263 Santa Clara Avenue  
15 Alameda, CA 94501-4456  
16

17 If to the Government: United States Navy  
18 BRAC Program Management Office West  
19 33000 Nixie Way  
20 Building 50, Suite 207  
21 San Diego, CA 92147  
22 Attention: Director  
23

24 If to U.S. EPA: U.S. Environmental Protection Agency  
25 Federal Facilities Site Cleanup Branch  
26 Superfund Division  
27 75 Hawthorne Street  
28 San Francisco, CA 94105  
29 Attention: Chief  
30

31 If to RWQCB: California Regional Water Quality Control Board  
32 San Francisco Bay Region  
33 1515 Clay Street, Suite 1400  
34 Oakland, California 94612  
35 Attention: Bruce H. Wolfe, Executive Officer  
36

37 If to DTSC: Department of Toxic Substances Control  
38 700 Heinz Avenue  
39 Berkeley, CA 94710  
40 Attention: Emily Mortazavi  
41 Alameda Remedial Project Manager  
42

43 *[Note: List of exhibits to be updated for each Deed.]*  
44

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

- 3           **A.** Exhibit “A” – Legal Descriptions and Plats of the Property
- 4           **B.** Exhibit “B” – Hazardous Substances Notification
- 5           **C.** *Exhibit “C” – Land Use Controls Compliance Certificate*
- 6           **D.** *Exhibit “D” – Marsh Crust Covenant*

7  
8  
9

**[SIGNATURE PAGE FOLLOWS]**

1           **IN WITNESS WHEREOF**, the GRANTOR has caused its name to be signed to these  
2 presents by an authorized Real Estate Contracting Officer on the day first above written.  
3

4  
5                           **UNITED STATES OF AMERICA,**  
6 acting by and through the Department of the Navy,  
7

8  
9  
10                   **BY:** \_\_\_\_\_  
11                                   AMY JO HILL  
12                                   Real Estate Contracting Officer  
13

14  
15           Date: \_\_\_\_\_  
16

17  
18           **ACCEPTANCE:**  
19

20  
21           The **GRANTEE** hereby accepts this Quitclaim Deed and agrees to be bound by all the  
22 agreements, covenants, conditions, restrictions and reservations contained therein.  
23

24  
25                           **CITY OF ALAMEDA**  
26

27  
28  
29                   **BY:** \_\_\_\_\_  
30                                   JILL B. KEIMACH  
31                                   City Manager  
32

33  
34           Date: \_\_\_\_\_  
35

36  
37 **APPROVED AS TO FORM**  
38

39  
40  
41  
42 By: \_\_\_\_\_  
43 Name: \_\_\_\_\_  
44 Title: \_\_\_\_\_



1  
2  
3  
4  
5  
6

**Exhibit "A"**  
**Legal Descriptions and Plats of the Property**

1  
2  
3  
4

**Exhibit "B"**  
**Hazardous Substances Notification**

1  
2  
3

***Exhibit "C"***  
***Land Use Controls Compliance Certificate***

1  
2  
3

*Exhibit "D"*  
*Marsh Crust Covenant*

**Alameda Point Phase 3B Closing - Deed Matrix**  
Final Version - 8/24/17

Deed	Parcel	IR Site	OU	Optional Recitals	ROD?	Notices	CERCLA Restrictions	Other Restrictions	CRUP (Owner)	Buildings Existing	Buildings Demolished
	ALA-79-EDC	none	2C	6th 7th	OU-2C Drain Lines	CERCLA Covenant (due to storage/release) Wetlands (Section V)				none	none
	ALA-80-EDC	none	2C	6th 7th	OU-2C Drain Lines	CERCLA Covenant (due to storage/release)		Petroleum Option 1 Open (Section K) Historic Resources (Section T)		none	none
	ALA-81-EDC	none	2C	6th 7th 9th	OU-2C Drain Lines Marsh Crust	ACM (Section F) CERCLA Covenant (due to storage/release)	Marsh Crust (Section J)	PCBs (Section S) Historic Resources (Section T) Lead-Based Paint (Section E)	City (Marsh Crust)	2, 3, & 4	193
	ALA-82-EDC	none	2C	6th 7th 9th	OU-2C Drain Lines Marsh Crust	CERCLA Covenant (due to storage/release)	Marsh Crust (Section J)	Historic Resources (Section T)	City (Marsh Crust)	none	61 & 88
	ALA-83-EDC	none	2C	6th 7th 9th	OU-2C Drain Lines Marsh Crust	CERCLA Covenant (due to storage/release)	Marsh Crust (Section J)	Petroleum Option 1 Open (Section K) Historic Resources (Section T)	City (Marsh Crust)	none	none
	ALA-84-EDC	none	2C	6th 7th 9th	OU-2C Drain Lines Marsh Crust	CERCLA Covenant (due to storage/release)	Marsh Crust (Section J)	Historic Resources (Section T)	City (Marsh Crust)	none	none
	ALA-85-EDC	none	N/A		Marsh Crust		Marsh Crust (Section J)	Petroleum Notification identical to ALA-78-EDC in Phase 3A Historic Resources (Section T)	City (Marsh Crust)	none	none
	ALA-86-EDC	35	none	6th 7th 9th	IR-35 Marsh Crust	CERCLA Covenant (due to IR Site)	Marsh Crust (Section J)	Petroleum Option 1 Open (Section K) Historic Resources (Section T)	City (Marsh Crust)	none	none
	ALA-87-EDC	35 none	none 2C	6th 7th	IR-35 OU-2C	CERCLA Covenant (due to IR Site)		Petroleum Option 1 Open (Section K) Historic Resources (Section T)		none	507, 508, 523, & 605
	ALA-88-EDC	none	N/A					Petroleum Restrictions identical to ALA-26-EDC	City (UST 491-1)	none	none
	ALA-89-EDC	none	2C	6th 7th	OU-2C	CERCLA Covenant (due to storage/release)				none	038, 461B, 461C, 543, & 602
	ALA-90-EDC	none	N/A					Petroleum Notification that Parcel is subject to Tidelands Trust restrictions		none	461A & 461B

**Notes:**

- 1 Unless otherwise noted, section references are to Phase 2 form deed
- 2 Drain lines A, F, FF, & G are considered to be part of OU-2C, and the 6th Optional Recital is needed, even though it is not associated with any IR site
- 3 No Parcel is Submerged
- 4 11th Recital applies equally to all the Parcels
- 5 LBP (Section E) applies to all Parcels, because the are not submerged, as per Phase 2 form deed
- 6 Monitoring Wells Restriction (Section M) applies to all Parcels, because the are not submerged, as per Phase 2 form deed
- 7 Flood Plain Notification (Section O) applies to all Parcels, because the are not submerged, as per Phase 2 form deed
- 8 Pesticide Notification (Section Q) applies to all Parcels, because the are not submerged, as per Phase 2 form deed
- 9 Biological Opinion Notification (Section R) is not indicated as optional in the Phase 2 form deed, so it is not included in this matrix

OAKLAND INNER HARBOR

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

ALA-33-EDC

ALA-18-EDC

ALA-79-EDC  
0.47 AC±

LINE TABLE		
NO	BEARING	LENGTH
L1	S02°01'48"W	202.94'
L2	N72°50'58"W	103.59'
L3	N02°01'48"E	202.91'
L4	S72°52'01"E	103.58'



ALA-35-EDC

ALA-34-EDC

PUBLIC BENEFIT CONVEYANCE, PARCEL-1A  
RECORD OF SURVEY NO. 2247 (33 RS 85)



POB=POINT OF BEGINNING



# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-79-EDC  
ALAMEDA, CALIFORNIA

AUGUST 1, 2017

SHEET 1 OF 1

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

CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON • (925) 866 - 0322  
WEST SACRAMENTO • (916) 375 - 1877

**LEGAL DESCRIPTION**  
**ALA-79-EDC**  
**ALAMEDA, CALIFORNIA**

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

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

BEGINNING AT THE NORTHWESTERN CORNER OF PARCEL ALA-35-EDC, AS SAID PARCEL ALA-35-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199808, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE WESTERN LINE OF SAID PARCEL ALA-35-EDC (DN 2013-199808), SOUTH 02°01'48" WEST 202.94 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL ALA-35-EDC (DN 2013-199808);

THENCE, LEAVING SAID SOUTHEASTERN CORNER OF PARCEL ALA-35-EDC, ALONG THE NORTHERN LINE OF 'PUBLIC BENEFIT CONVEYANCE, PARCEL-1A', AS SAID PARCEL-1A IS SHOWN AND SO DESIGNATED ON RECORD OF SURVEY NO. 2247, FILED FOR RECORD NOVEMBER 18, 2008, IN BOOK 33 OF SURVEYS AT PAGE 85, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, NORTH 72°50'58" WEST 103.59 FEET TO A POINT ON THE EASTERN LINE OF PARCEL ALA-18-EDC, AS SAID PARCEL ALA-18-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199794, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID EASTERN LINE OF PARCEL ALA-18-EDC (DN 2013-199794), NORTH 02°01'48" WEST 202.91 FEET TO A POINT ON THE SOUTHERN LINE OF PARCEL ALA-33-EDC, AS SAID PARCEL ALA-33-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199789, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID SOUTHERN LINE OF PARCEL ALA-33-EDC (2013-199789), SOUTH 72°52'01" EAST 103.58 FEET TO SAID POINT OF BEGINNING.

CONTAINING 0.47 ACRES OF LAND, MORE OR LESS.

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

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

ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

END OF DESCRIPTION



*Joel Garcia*  
\_\_\_\_\_  
JOEL GARCIA, P.L.S.  
L.S. NO. 5285  
*08-01-2017*



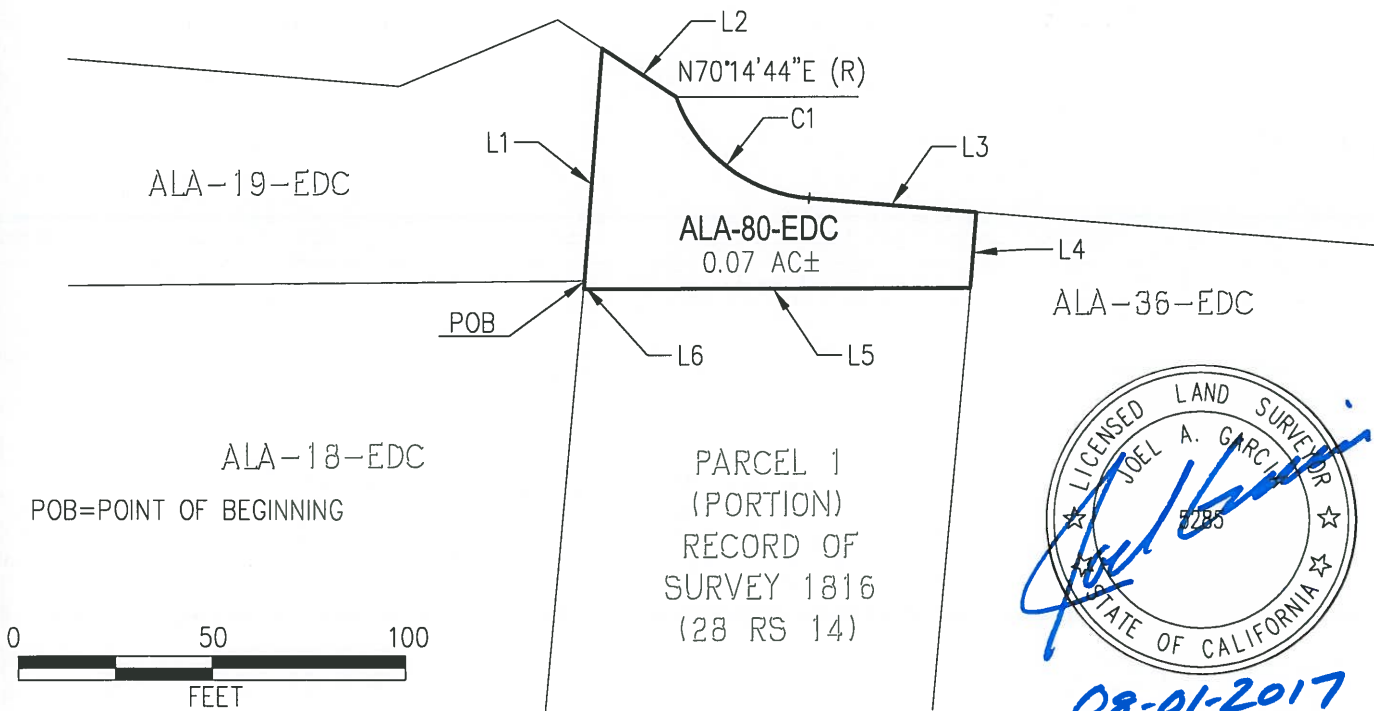
LINE TABLE		
NO	BEARING	LENGTH
L1	N04°36'27"E	60.72'
L2	S56°45'29"E	22.74'
L3	S85°08'27"E	43.39'
L4	S04°36'27"W	19.77'
L5	S89°54'37"W	100.37'
L6	N05°27'37"E	2.10'



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

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	40.43'	65°23'11"	46.14'

PUBLIC BENEFIT CONVEYANCE, PARCEL-1A  
RECORD OF SURVEY NO. 2247 (33 RS 85)



08-01-2017

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-80-EDC  
ALAMEDA, CALIFORNIA  
AUGUST 1, 2017

SHEET 1 OF 1

## Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON • (925) 866 - 0322  
WEST SACRAMENTO • (916) 375 - 1877

**LEGAL DESCRIPTION  
ALA-80-EDC  
ALAMEDA, CALIFORNIA**

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

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

BEGINNING AT THE SOUTHEASTERN CORNER OF PARCEL ALA-19-EDC, AS SAID PARCEL ALA-19-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199795, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE EASTERN LINE OF SAID PARCEL ALA-19-EDC (DN 2013-199795), NORTH  $04^{\circ}36'27''$  EAST 60.72 FEET TO THE SOUTHERLY LINE OF 'PUBLIC BENEFIT CONVEYANCE, PARCEL-1A', AS SAID PARCEL-1A IS SHOWN AND SO DESIGNATED ON RECORD OF SURVEY NO. 2247, FILED FOR RECORD NOVEMBER 18, 2008, IN BOOK 33 OF SURVEYS AT PAGE 85 IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID SOUTHERN LINE OF PARCEL 1-A (33 RS 85), THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH  $56^{\circ}45'29''$  EAST 22.74 FEET,
- 2) ALONG THE ARC OF A NON-TANGENT 40.43 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH  $70^{\circ}14'44''$  EAST, THROUGH A CENTRAL ANGLE OF  $65^{\circ}23'11''$ , AN ARC DISTANCE OF 46.14 FEET, AND
- 3) SOUTH  $85^{\circ}08'27''$  EAST 43.39 FEET TO THE NORTHWESTERN CORNER OF PARCEL ALA-36-EDC, AS SAID PARCEL ALA-36-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199809, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, LEAVING THE NORTHWESTERN CORNER OF SAID PARCEL ALA-36-EDC (DN 2013-199809), ALONG THE WESTERN LINE OF SAID PARCEL ALA-36-EDC (DN 2013-199809), SOUTH  $04^{\circ}36'27''$  WEST 19.77 FEET;

THENCE, LEAVING SAID WESTERN LINE OF SAID PARCEL ALA-36-EDC (DN 2013-199809), SOUTH  $89^{\circ}54'37''$  WEST 100.37 FEET TO THE EASTERN LINE OF PARCEL ALA-18-EDC, AS SAID PARCEL ALA-18-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199794, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID EASTERN LINE OF PARCEL ALA-18-EDC (DN 2013-199794),  
NORTH 05°27'37" EAST 2.10 FEET;  
TO SAID POINT OF BEGINNING.

CONTAINING 0.07 ACRES OF LAND, MORE OR LESS.

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

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

ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER  
WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

END OF DESCRIPTION



*Joel Garcia*

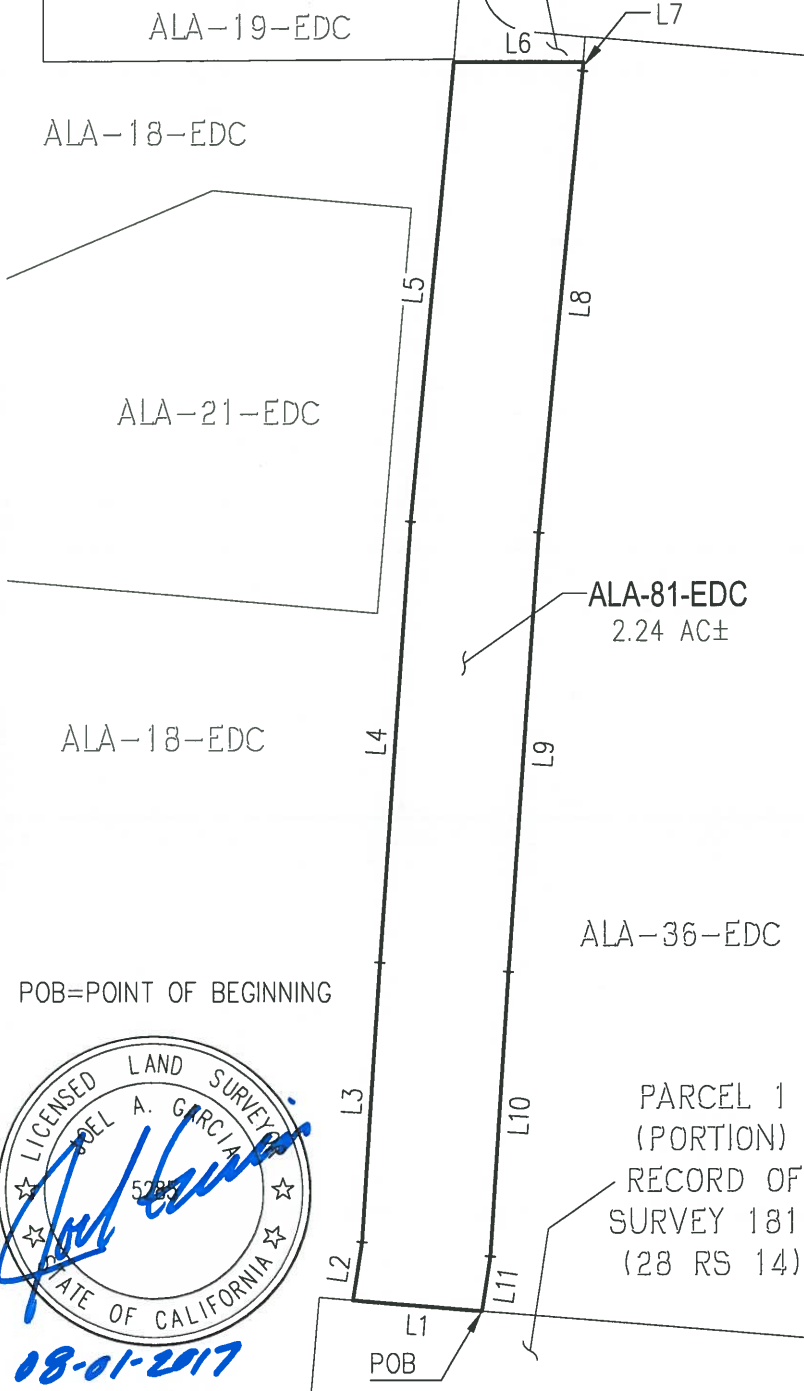
JOEL GARCIA, P.L.S.

L.S. NO. 5285

08-01-2017

PARCEL 1 (PORTION)  
RECORD OF SURVEY 1816  
(28 RS 14)

RECORD OF SURVEY 2247  
(33 RS 86)



LINE TABLE		
NO	BEARING	LENGTH
L1	N85°16'48"W	100.26'
L2	N08°51'12"E	46.09'
L3	N03°52'08"E	218.84'
L4	N04°06'21"E	345.56'
L5	N05°27'37"E	361.60'
L6	N89°54'37"E	100.37'
L7	S04°36'27"W	6.87'
L8	S05°27'37"W	363.26'
L9	S04°06'21"W	344.17'
L10	S03°52'08"W	222.99'
L11	S08°51'12"W	43.21'



POB=POINT OF BEGINNING



PARCEL 1  
(PORTION)  
RECORD OF  
SURVEY 1816  
(28 RS 14)

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



# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-81-EDC  
ALAMEDA, CALIFORNIA  
AUGUST 1, 2017

SHEET 1 OF 1

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

CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON • (925) 866-0322  
WEST SACRAMENTO • (916) 375-1877

**LEGAL DESCRIPTION  
ALA-81-EDC  
ALAMEDA, CALIFORNIA**

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

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

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

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID SOUTHWESTERN CORNER OF PARCEL ALA-36-EDC (DN 2013-199809), NORTH 85°16'48" WEST 100.26 FEET TO THE EASTERN LINE OF PARCEL ALA-18-EDC, AS SAID PARCEL ALA-18-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199794, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID EASTERN LINE OF PARCEL ALA-18-EDC (DN 2013-199794), THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 08°51'12" EAST 46.09 FEET,
- 2) NORTH 03°52'08" EAST 218.84 FEET,
- 3) NORTH 04°06'21" EAST 345.56 FEET, AND
- 4) NORTH 05°27'37" EAST 361.60 FEET;

THENCE, LEAVING SAID EASTERN LINE OF PARCEL ALA-18-EDC (DN 2013-199794) , NORTH 89°54'37" EAST 100.37 FEET TO THE WESTERN LINE OF SAID PARCEL ALA-36-EDC (DN 2013-199809);

THENCE, ALONG SAID WESTERN LINE OF PARCEL ALA-36-EDC (DN 2013-199809), THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 04°36'27" WEST 6.87 FEET,
- 2) SOUTH 05°27'37" WEST 363.26 FEET,
- 3) SOUTH 04°06'21" WEST 344.17 FEET,
- 4) SOUTH 03°52'08" WEST 222.99 FEET, AND

5) SOUTH 08°51'12" WEST 43.21 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2.24 ACRES OF LAND, MORE OR LESS.

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

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

ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

END OF DESCRIPTION

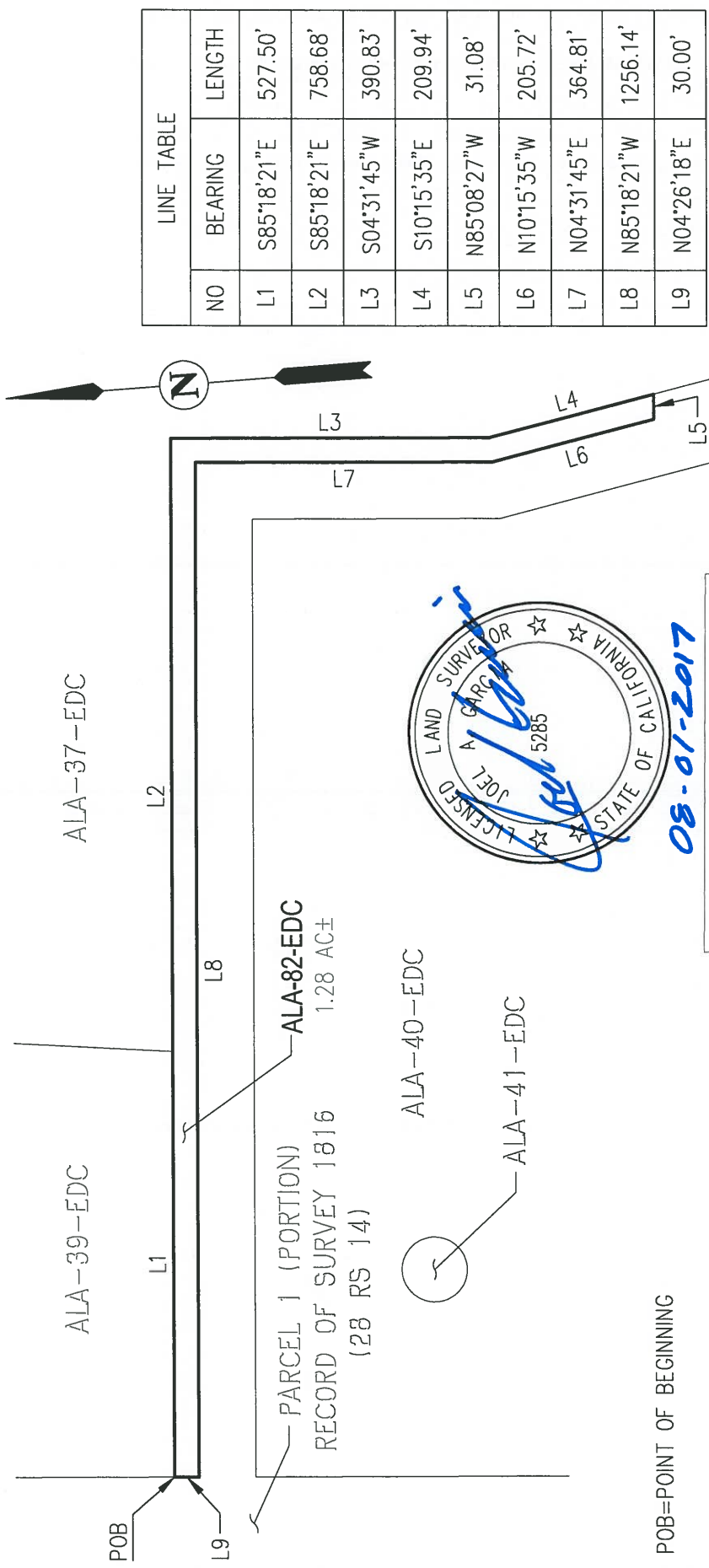


*Joel Garcia*

JOEL GARCIA, P.L.S.

L.S. NO. 5285

*08-01-2017*



LINE TABLE		
NO	BEARING	LENGTH
L1	S85°18'21"E	527.50'
L2	S85°18'21"E	758.68'
L3	S04°31'45"W	390.83'
L4	S10°15'35"E	209.94'
L5	N85°08'27"W	31.08'
L6	N10°15'35"W	205.72'
L7	N04°31'45"E	364.81'
L8	N85°18'21"W	1256.14'
L9	N04°26'18"E	30.00'



SHEET 1 OF 1

ALA-37-EDC

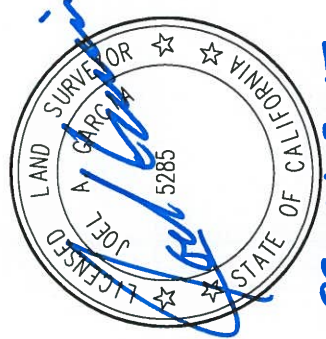
ALA-39-EDC

ALA-82-EDC  
1.28 AC±

ALA-40-EDC

ALA-41-EDC

PARCEL 1 (PORTION)  
RECORD OF SURVEY 1816  
(28 RS 14)



POB=POINT OF BEGINNING

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

PARCEL 1  
(PORTION)  
RECORD OF  
SURVEY 1816  
(28 RS 14)

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-82-EDC  
ALAMEDA, CALIFORNIA  
AUGUST 1, 2017

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

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
WWW.CBANDG.COM

SAN RAMON • (925) 866 - 0322  
WEST SACRAMENTO • (916) 375 - 1877

**LEGAL DESCRIPTION  
ALA-82-EDC  
ALAMEDA, CALIFORNIA**

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

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

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

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHERN LINE OF SAID PARCEL ALA-39-EDC (DN 2013-199811), SOUTH 85°18'21" EAST 527.50 FEET TO THE EXTERIOR BOUNDARY OF PARCEL ALA-37-EDC, AS SAID PARCEL ALA-37-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199810, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

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

- 1) SOUTH 85°18'21" EAST 758.68 FEET,
- 2) SOUTH 04°31'45" WEST 390.83 FEET AND
- 3) SOUTH 10°15'35" EAST 209.94 FEET;

THENCE, LEAVING SAID EXTERIOR BOUNDARY OF PARCEL ALA-37-EDC (DN 2013-199810), NORTH 85°08'27" WEST 31.08 FEET;

THENCE, NORTH 10°15'35" WEST 205.72 FEET;

THENCE, NORTH 04°31'45" EAST 364.81 FEET;

THENCE, NORTH 85°18'21" WEST 1,256.14 FEET;



THENCE, NORTH 04°26'18" EAST 30.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1.28 ACRES OF LAND, MORE OR LESS.

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

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

ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

END OF DESCRIPTION



JOEL GARCIA, P.L.S.

L.S. NO. 5285

08-01-2017



PARCEL 1 (PORTION)  
 RECORD OF SURVEY 1816  
 (28 RS 14)  
 ALA-39-EDC

ALA-37-EDC

POC  
 L1  
 POB  
 L9

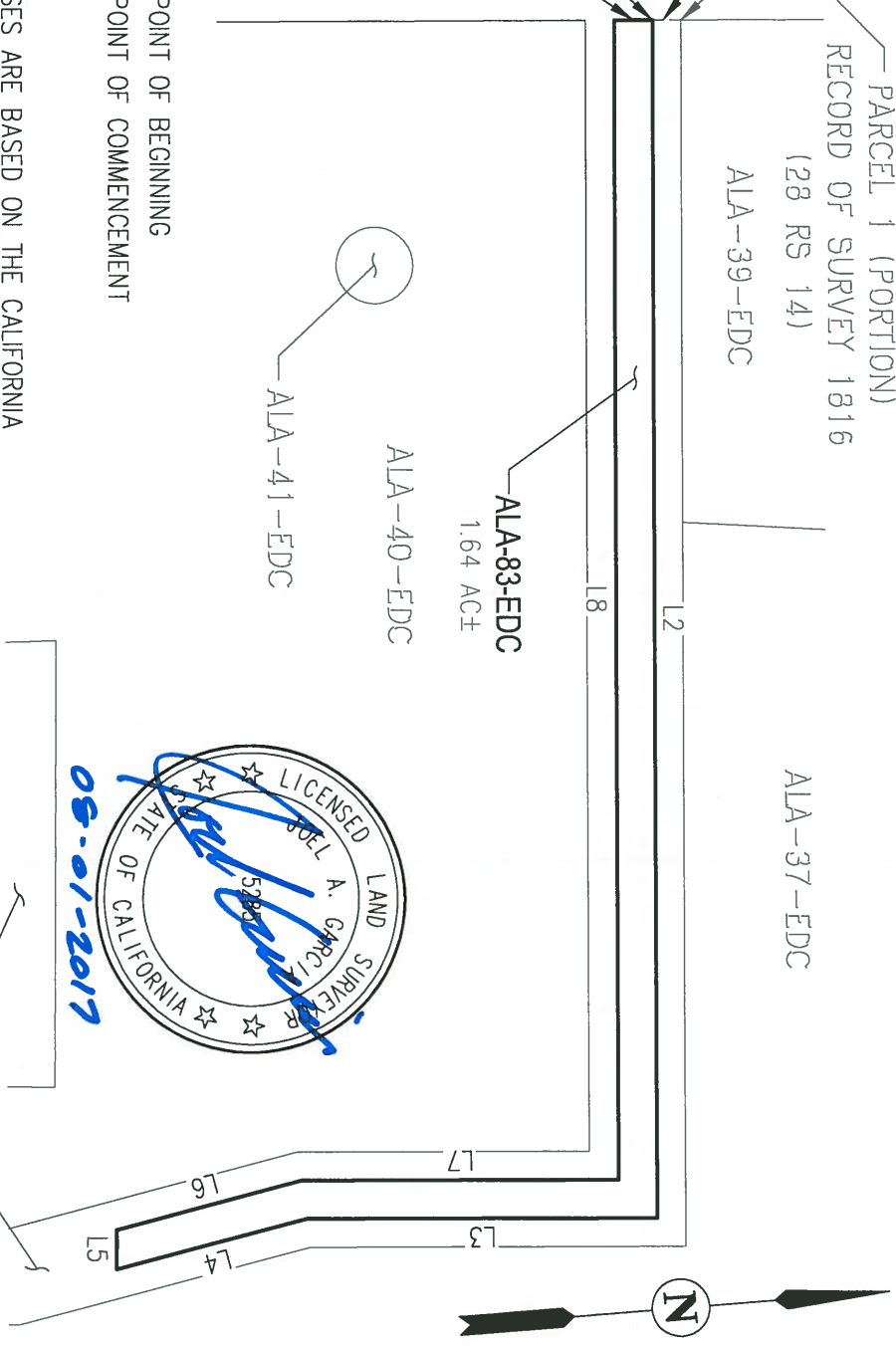
ALA-83-EDC  
 1.64 AC±

ALA-40-EDC

ALA-41-EDC

POB=POINT OF BEGINNING  
 POC=POINT OF COMMENCEMENT

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



LINE TABLE		
NO	BEARING	LENGTH
L1	S04°26'18"W	30.00'
L2	S85°18'21"E	1256.14'
L3	S04°31'45"W	364.81'
L4	S10°15'35"E	205.72'
L5	N85°08'27"W	41.43'
L6	N10°15'35"W	200.10'
L7	N04°31'45"E	330.12'
L8	N85°18'21"W	1216.07'
L9	N04°26'18"E	40.00'



SHEET 1 OF 1

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-83-EDC  
 ALAMEDA, CALIFORNIA  
 AUGUST 1, 2017

**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 WWW.CBANDG.COM

SAN RAMON • (925) 866-0322  
 WEST SACRAMENTO • (916) 375-1877

LEGAL DESCRIPTION  
ALA-83-EDC  
ALAMEDA, CALIFORNIA

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

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

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

THENCE, FROM SAID POINT OF COMMENCEMENT, SOUTH 04°26'18" WEST 30.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 85°18'21" EAST 1,256.14 FEET;

THENCE, SOUTH 04°31'45" WEST 364.81 FEET;

THENCE, SOUTH 10°15'35" EAST 205.72 FEET;

THENCE, NORTH 85°08'27" WEST 41.43 FEET;

THENCE, NORTH 10°15'35" WEST 200.10 FEET;

THENCE, NORTH 04°31'45" EAST 330.12 FEET;

THENCE, NORTH 85°18'21" WEST 1,216.07 FEET;

THENCE, NORTH 04°26'18" EAST 40.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1.64 ACRES OF LAND, MORE OR LESS.

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

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ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

END OF DESCRIPTION



JOEL GARCIA, P.L.S.

L.S. NO. 5285

08-01-2017



PARCEL 1 (PORTION)  
 RECORD OF SURVEY 1816  
 (28 RS 14)

ALA-39-EDC

ALA-37-EDC

POC  
 L1  
 POB  
 L9

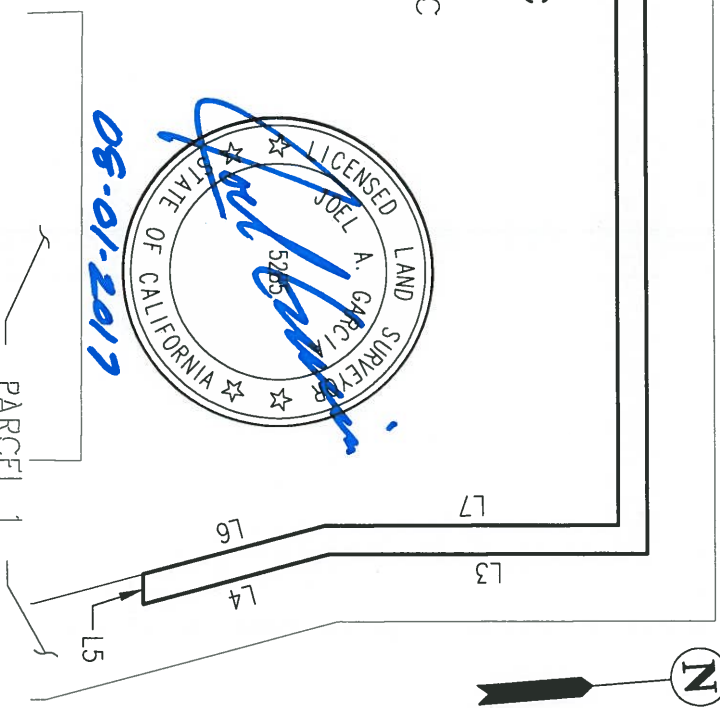
ALA-84-EDC  
 1.18 AC±

ALA-40-EDC

ALA-41-EDC

POB=POINT OF BEGINNING  
 POC=POINT OF COMMENCEMENT

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



LINE TABLE		
NO	BEARING	LENGTH
L1	S04°26'18"W	70.00'
L2	S85°18'21"E	1216.07'
L3	S04°31'45"W	330.12'
L4	S10°15'35"E	200.10'
L5	N85°08'27"W	31.08'
L6	N10°15'35"W	195.89'
L7	N04°31'45"E	304.10'
L8	N85°18'21"W	1186.03'
L9	N04°26'18"E	30.00'

PARCEL 1  
 (PORTION)  
 RECORD OF  
 SURVEY 1816  
 (28 RS 14)



SHEET 1 OF 1

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-84-EDC  
 ALAMEDA, CALIFORNIA  
 AUGUST 1, 2017

**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 WWW.CBANDG.COM

SAN RAMON • (925) 866-0322  
 WEST SACRAMENTO • (916) 375-1877

**LEGAL DESCRIPTION  
ALA-84-EDC  
ALAMEDA, CALIFORNIA**

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

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

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

THENCE, FROM SAID POINT OF COMMENCEMENT, SOUTH 04°26'18" WEST 70.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 85°18'21" EAST 1,216.07 FEET;

THENCE, SOUTH 04°31'45" WEST 330.12 FEET;

THENCE, SOUTH 10°15'35" EAST 200.10 FEET;

THENCE, NORTH 85°08'27" WEST 31.08 FEET TO A POINT ON THE EASTERN LINE OF PARCEL ALA-40-EDC, AS SAID PARCEL ALA-40-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013 AS DOCUMENT NO. 2013-199812 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG THE EASTERN AND NORTHERN LINES OF SAID PARCEL ALA-40-EDC (DN 2013-199812), THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 10°15'35" WEST 195.89 FEET,
- 2) NORTH 04°31'45" EAST 304.10 FEET TO THE NORTHEAST CORNER OF SAID PARCEL ALA-40-EDC (DN 2013-199812), AND
- 3) LEAVING SAID NORTHEAST CORNER OF SAID PARCEL ALA-40-EDC (DN 2013-199812), NORTH 85°18'21" WEST 1186.03 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL ALA-40-EDC (DN 2013-199812);

THENCE, LEAVING SAID NORTHWEST CORNER OF SAID PARCEL ALA-40-EDC (DN 2013-199812), NORTH 04°26'18" EAST 30.00 FEET TO SAID POINT OF BEGINNING.


CONTAINING 1.18 ACRES OF LAND, MORE OR LESS.

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

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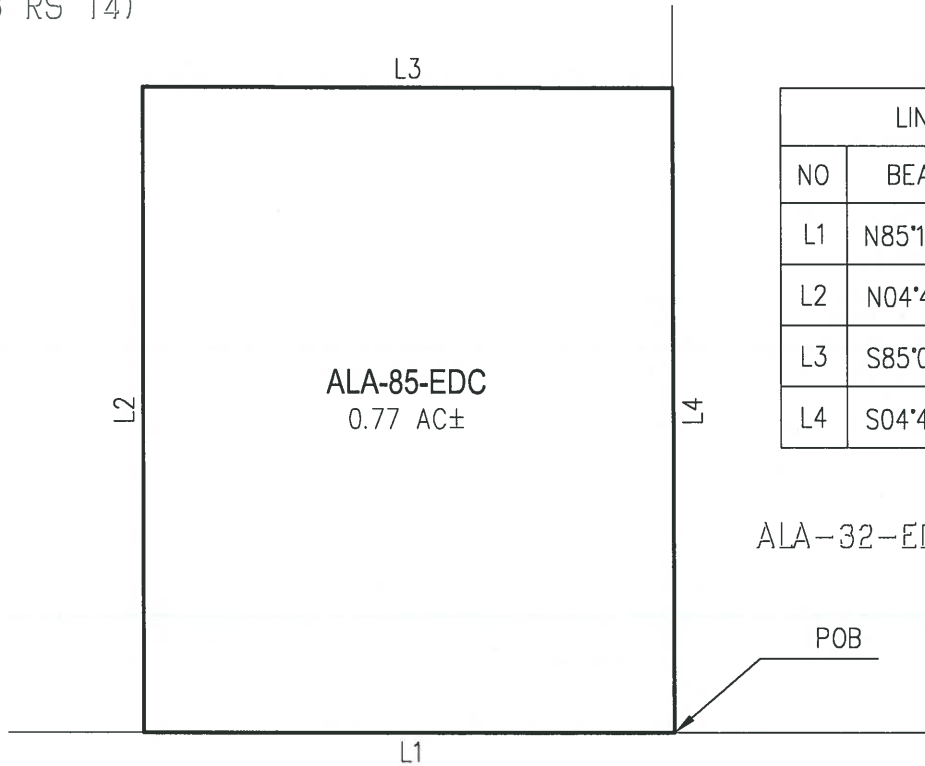
END OF DESCRIPTION

  
\_\_\_\_\_  
JOEL GARCIA, P.L.S.  
L.S. NO. 5285  
*08-01-2017*



PARCEL 1  
(PORTION)  
RECORD OF  
SURVEY 1816  
(28 RS 14)

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



LINE TABLE		
NO	BEARING	LENGTH
L1	N85°12'09"W	165.00'
L2	N04°47'01"E	202.12'
L3	S85°08'27"E	165.00'
L4	S04°47'01"W	201.94'

POB=POINT OF BEGINNING

ALA-68-EDC



# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-85-EDC  
ALAMEDA, CALIFORNIA  
AUGUST 1, 2017

SHEET 1 OF 1

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

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • (925) 866 - 0322  
WEST SACRAMENTO • (916) 375 - 1877



**LEGAL DESCRIPTION  
ALA-85-EDC  
ALAMEDA, CALIFORNIA**

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

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

BEGINNING AT A POINT ON THE NORTHERN LINE OF PARCEL ALA-68-EDC AS SAID PARCEL ALA-68-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 15, 2016, AS DOCUMENT NO. 2016-096059, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; SAID POINT ALSO BEING THE SOUTHWESTERN CORNER OF PARCEL ALA-32-EDC, AS SAID PARCEL ALA-32-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199807, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID SOUTHWESTERN CORNER OF PARCEL ALA-32-EDC (DN 2013-199807), ALONG SAID NORTHERN LINE OF PARCEL ALA-68-EDC (DN 2016-096059), NORTH 85°12'09" WEST 165.00 FEET;

THENCE, LEAVING SAID NORTHERN LINE OF PARCEL ALA-68-EDC (DN 2016-096059), NORTH 04°47'01" EAST 202.12 FEET;

THENCE, SOUTH 85°08'27" EAST 165.00 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL ALA-32-EDC (DN 2013-199807);

THENCE, ALONG SAID WESTERN LINE OF PARCEL ALA-32-EDC (DN 2013-199807), SOUTH 04°47'01" EAST 201.94 FEET TO SAID POINT OF BEGINNING.

CONTAINING 0.77 ACRES OF LAND, MORE OR LESS.

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

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END OF DESCRIPTION



*Joel Garcia*  
\_\_\_\_\_  
JOEL GARCIA, P.L.S.

L.S. NO. 5285

*08-01-2017*

PARCEL 1 (PORTION)  
 RECORD OF SURVEY 1816  
 (28 RS 14)

POB=POINT OF COMMENCEMENT  
 POB=POINT OF BEGINNING

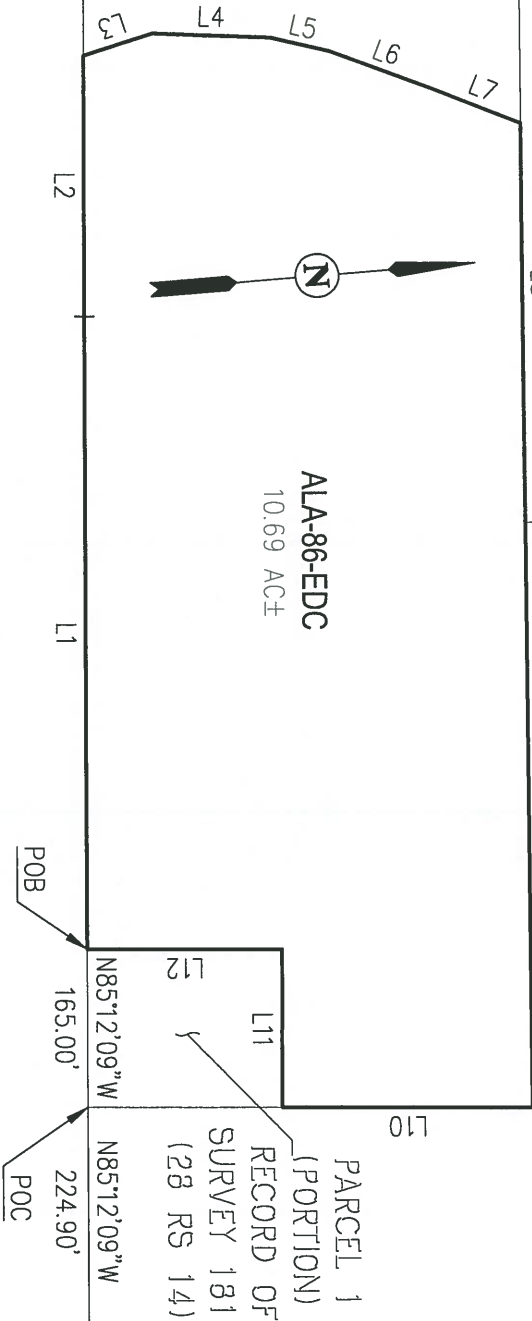
COURSES ARE BASED ON THE CALIFORNIA  
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 DISTANCES SHOWN ARE GROUND DISTANCES.  
 TO OBTAIN GRID DISTANCES DIVIDE GROUND  
 DISTANCES BY THE COMBINED SCALE FACTOR  
 OF 1.00007055, AS SHOWN ON THAT CERTAIN  
 RECORD OF SURVEY NO. 1816 (28 RS 14).

ALA-68-EDC

ALA-86-EDC  
 10.69 AC±

ALA-31-EDC

ALA-32-EDC



LINE TABLE		
NO	BEARING	LENGTH
L1	N85°12'09"W	660.27'
L2	N85°13'14"W	272.13'
L3	N13°09'09"W	75.44'
L4	N06°49'49"E	121.88'
L5	N17°39'53"E	62.74'
L6	N25°02'21"E	113.61'
L7	N26°15'20"E	98.50'
L8	N85°39'37"W	416.69'
L9	S85°39'37"E	610.25'
L10	S04°47'01"W	259.18'
L11	N85°08'27"W	165.00'
L12	S04°47'01"W	202.12'



08-01-2017



SHEET 1 OF 1

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-86-EDC  
 ALAMEDA, CALIFORNIA  
 AUGUST 1, 2017

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

CIVIL ENGINEERS • SURVEYORS • PLANNERS

WWW.CBANDG.COM

SAN RAMON • (925) 866 - 0322  
 WEST SACRAMENTO • (916) 375 - 1877

**LEGAL DESCRIPTION  
ALA-86-EDC  
ALAMEDA, CALIFORNIA**

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

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

COMMENCING AT A POINT ON THE NORTHERN LINE OF PARCEL ALA-68-EDC AS SAID PARCEL ALA-68-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 15, 2016, AS DOCUMENT NO. 2016-096059, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; SAID POINT ALSO BEING THE SOUTHWESTERN CORNER OF PARCEL ALA-32-EDC, AS SAID PARCEL ALA-32-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199807, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, LEAVING SAID SOUTHWESTERN CORNER OF PARCEL ALA-32-EDC (DN 2013-199807), ALONG SAID NORTHERN LINE OF PARCEL ALA-68-EDC (DN 2016-096059), NORTH 85°12'09" WEST 165.00 FEET, TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERN LINE OF PARCEL ALA-68-EDC (DN 2016-096059), THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 85°12'09" WEST 660.27 FEET, AND
- 2) NORTH 85°13'14" WEST 272.13 FEET;

THENCE, LEAVING SAID NORTHERN LINE OF PARCEL ALA-68-EDC (DN 2016-096059), NORTH 13°09'09" WEST 75.44 FEET;

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

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

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

THENCE, NORTH 26°15'20" EAST 98.50 FEET TO THE SOUTHERN LINE OF PARCEL ALA-31-EDC, AS SAID PARCEL ALA-31-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199806, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID SOUTHERN LINE OF PARCEL ALA-31-EDC (DN 2013-199806), SOUTH 85°39'37" EAST 416.69 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL ALA-31-EDC, SAID POINT ALSO BEING A POINT ON THE

WESTERN LINE OF PARCEL ALA-32-EDC, AS SAID PARCEL ALA-32-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199807, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, LEAVING SAID SOUTHEASTERN CORNER, ALONG SAID WESTERN LINE OF PARCEL ALA-32-EDC (DN 2013-199807), THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 85°39'37" EAST 610.25, AND
- 2) SOUTH 04°47'01" WEST 259.18 FEET;

THENCE, LEAVING SAID WESTERN LINE OF PARCEL ALA-32-EDC (DN 2013-199807), NORTH 85°08'27" WEST 165.00 FEET;

THENCE, SOUTH 04°47'01" WEST 202.12 FEET TO SAID POINT OF BEGINNING.

CONTAINING 10.69 ACRES OF LAND, MORE OR LESS.

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


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

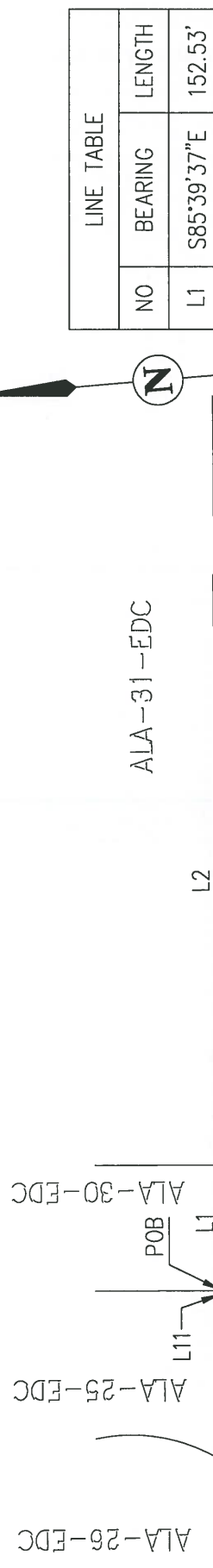
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

END OF DESCRIPTION



  
\_\_\_\_\_  
JOEL GARCIA, P.L.S.  
L.S. NO. 5285  
08-01-2017



PARCEL 1 (PORTION)  
 RECORD OF SURVEY 1816  
 (28 RS 14)

PARCEL 1 (PORTION)  
 RECORD OF SURVEY 1816  
 (28 RS 14)

LINE TABLE		
NO	BEARING	LENGTH
L1	S85°39'37"E	152.53'
L2	S85°39'37"E	713.76'
L3	S26°15'20"W	98.50'
L4	S25°02'21"W	113.61'
L5	S17°39'53"W	62.74'
L6	S06°49'49"W	121.88'
L7	S13°09'09"E	75.44'
L8	N85°13'14"W	715.38'
L9	N04°47'18"E	232.96'
L10	N17°26'48"W	230.45'
L11	S85°39'37"E	6.77'



SHEET 1 OF 1



09-01-2017

POB=POINT OF BEGINNING

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

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-87-EDC  
 ALAMEDA, CALIFORNIA  
 AUGUST 1, 2017

**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 WWW.CBANDG.COM

SAN RAMON • (925) 866 - 0322  
 WEST SACRAMENTO • (916) 375 - 1877

**LEGAL DESCRIPTION  
ALA-87-EDC  
ALAMEDA, CALIFORNIA**

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

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

BEGINNING AT THE SOUTHWESTERN CORNER OF PARCEL ALA-30-EDC, AS SAID PARCEL ALA-30-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199805, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHERN LINE OF SAID PARCEL ALA-30-EDC (DN 2013-199805), SOUTH 85°39'37" EAST 152.53 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL ALA-30-EDC (DN 2013-199805), SAID POINT ALSO BEING THE SOUTHWESTERN CORNER OF PARCEL ALA-31-EDC, AS SAID PARCEL ALA-31-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199806, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, LEAVING SAID SOUTHWESTERN CORNER OF PARCEL ALA-31-EDC (DN 2013-199806), ALONG THE SOUTHERN LINE OF SAID PARCEL ALA-31-EDC (DN 2013-199806), SOUTH 85°39'37" EAST 713.76 FEET;

THENCE, LEAVING SAID SOUTHERN LINE OF PARCEL ALA-31-EDC (DN 2013-199806), SOUTH 26°15'20" WEST 98.50 FEET;

THENCE, SOUTH 25°02'21" WEST 113.61 FEET;

THENCE, SOUTH 17°39'53" WEST 62.74 FEET;

THENCE, SOUTH 06°49'49" WEST 121.88 FEET;

THENCE, SOUTH 13°09'09" EAST 75.44 FEET TO THE NORTHERN LINE OF PARCEL ALA-68-EDC, AS SAID PARCEL ALA-68-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 15, 2016, AS DOCUMENT NO. 2016-096059, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID NORTHERN LINE OF PARCEL ALA-68-EDC (2016-096059), NORTH 85°13'14" WEST 715.38 FEET TO THE NORTHWESTERN CORNER OF SAID PARCEL ALA-68-EDC (2016-096059);

THENCE, LEAVING SAID NORTHWESTERN CORNER OF PARCEL ALA-68-EDC (2016-096059), NORTH 04°47'18" EAST 232.96 FEET;

THENCE, NORTH 17°26'48" WEST 230.45 FEET TO THE SOUTHERN LINE OF PARCEL ALA-25-EDC, AS SAID PARCEL ALA-25-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199800, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID SOUTHERN LINE OF PARCEL ALA-25-EDC (DN 2013-199800), SOUTH 85°39'37" EAST 6.77 FEET TO SAID POINT OF BEGINNING.

CONTAINING 7.65 ACRES OF LAND, MORE OR LESS.

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

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

ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

END OF DESCRIPTION



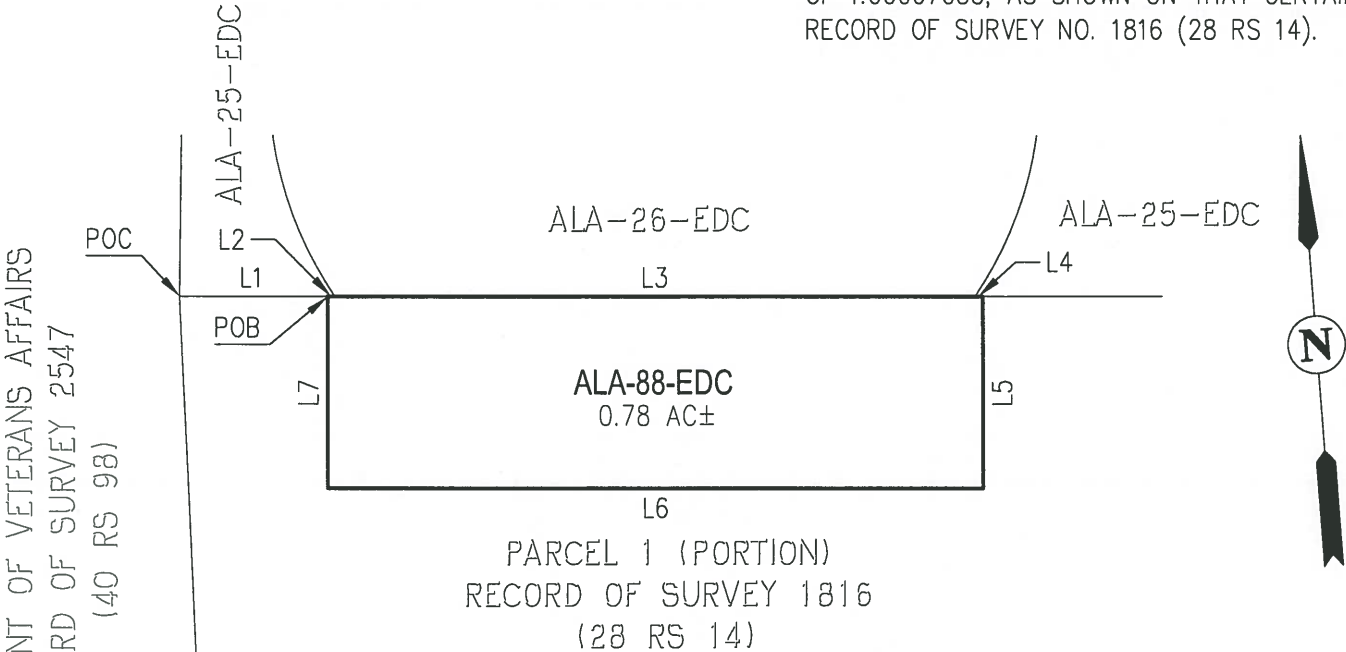
*Joel Garcia*

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

08-01-2017



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



PARCEL 1 (PORTION)  
RECORD OF SURVEY 1816  
(28 RS 14)

LINE TABLE		
NO	BEARING	LENGTH
L1	S85°39'37"E	76.67'
L2	S85°39'37"E	3.95'
L3	S85°39'37"E	332.10'
L4	S85°39'37"E	3.95'
L5	S04°20'23"W	100.00'
L6	N85°39'37"W	340.00'
L7	N04°20'23"E	100.00'



08-01-2017

POB=POINT OF BEGINNING  
POC=POINT OF COMMENCEMENT



# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-88-EDC  
ALAMEDA, CALIFORNIA  
AUGUST 1, 2017

SHEET 1 OF 1

## Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • (925) 866 - 0322  
WEST SACRAMENTO • (916) 375 - 1877

**LEGAL DESCRIPTION  
ALA-88-EDC  
ALAMEDA, CALIFORNIA**

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

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

COMMENCING AT THE SOUTHWESTERN CORNER OF PARCEL ALA-25-EDC, AS SAID PARCEL ALA-25-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199800, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHERN LINE OF SAID PARCEL ALA-25-EDC (DN 2013-199800), SOUTH 85°39'37" EAST 76.67 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, CONTINUING ALONG SAID SOUTHERN LINE PARCEL ALA-25-EDC (DN 2013-199800), SOUTH 85°39'37" EAST 3.95 FEET TO THE SOUTHWESTERN CORNER OF PARCEL ALA-26-EDC, AS SAID PARCEL ALA-26-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199801, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG THE SOUTHERN LINE OF SAID PARCEL ALA-26-EDC (DN 2013-199801), SOUTH 85°39'37" EAST 332.10 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL ALA-26-EDC (DN 2013-199801), SAID POINT ALSO BEING A POINT ON SAID SOUTHERN LINE OF PARCEL ALA-25-EDC (DN 2013-199800);

THENCE, LEAVING SAID SOUTHEASTERN CORNER OF SAID PARCEL ALA-26-EDC (DN 2013-199801), ALONG SAID SOUTHERN LINE OF PARCEL ALA-25-EDC (DN 2013-199800), SOUTH 85°39'37" EAST 3.95 FEET;

THENCE, LEAVING SAID SOUTHERN LINE OF PARCEL ALA-25-EDC (DN 2013-199800), SOUTH 04°20'23" WEST 100.00 FEET;

THENCE, NORTH 85°39'37" WEST 340.00 FEET;

THENCE, NORTH 04°20'23" EAST 100.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 0.78 ACRES OF LAND, MORE OR LESS.

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

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

ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

END OF DESCRIPTION



*Joel Garcia*

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

*08-01-2017*

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

PARCEL 1 (PORTION) RECORD OF SURVEY 1816 (28 RS 14)

PARCEL 1 (PORTION) RECORD OF SURVEY 1816 (28 RS 14)

DEPARTMENT OF VETERANS AFFAIRS RECORD OF SURVEY 2547 (40 RS 98)



08-01-2017

POB=POINT OF BEGINNING



# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-89-EDC  
ALAMEDA, CALIFORNIA  
AUGUST 1, 2017

SEE SHEET 2 FOR COURSE TABLES

SHEET 1 OF 2

## Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • (925) 866 - 0322  
WEST SACRAMENTO • (916) 375 - 1877

LINE TABLE		
NO	BEARING	LENGTH
L1	S04°47'18"W	1143.97'
L2	N85°12'42"W	205.00'
L3	S04°47'18"W	200.00'
L4	S85°12'42"E	205.00'
L5	S04°47'18"W	275.50'
L6	N85°02'09"W	9.91'
L7	N85°02'09"W	265.00'
L8	N05°10'10"E	14.34'
L9	N05°10'10"E	440.66'
L10	S84°39'11"E	34.19'
L11	N05°28'13"E	444.24'
L12	N05°28'13"E	307.29'

LINE TABLE		
NO	BEARING	LENGTH
L13	N05°28'13"E	200.00'
L14	N05°28'13"E	151.74'
L15	N54°20'49"W	150.00'
L16	N85°12'59"W	324.65'
L17	N01°46'59"E	425.90'
L18	S85°39'37"E	76.67'
L19	S04°20'23"W	100.00'
L20	S85°39'37"E	340.00'
L21	N04°20'23"E	100.00'
L22	S85°39'37"E	196.45'
L23	S17°26'48"E	230.45'
L24	S04°47'18"W	232.96'

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-89-EDC  
ALAMEDA, CALIFORNIA  
AUGUST 1, 2017

SHEET 2 OF 2

## Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON • (925) 866 - 0322  
WEST SACRAMENTO • (916) 375 - 1877

LEGAL DESCRIPTION  
ALA-89-EDC  
ALAMEDA, CALIFORNIA

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

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

BEGINNING AT THE NORTHWESTERN CORNER OF PARCEL ALA-68-EDC, AS SAID PARCEL ALA-68-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 15, 2016, AS DOCUMENT NO. 2016-096059, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE WESTERN LINE OF SAID PARCEL ALA-68-EDC (DN 2016-096059), SOUTH 04°47'18" WEST 1,143.97 FEET;

THENCE, LEAVING SAID WESTERN LINE OF PARCEL ALA-68-EDC (DN 2016-096059), NORTH 85°12'42" WEST 205.00 FEET;

THENCE, SOUTH 04°47'18" WEST 200.00 FEET;

THENCE, SOUTH 85°12'42" EAST 205.00 FEET TO A POINT ON SAID WESTERN LINE OF PARCEL ALA-68-EDC (DN 2016-096059);

THENCE, ALONG SAID WESTERN LINE OF PARCEL ALA-68-EDC (DN 2016-096059), THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 04°47'18" WEST 275.50 FEET, AND
- 2) NORTH 85°02'09" WEST 9.91 FEET TO A POINT ON THE NORTHERN LINE OF PARCEL ALA-10-EDC, AS SAID PARCEL ALA-10-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199789 IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID NORTHERN LINE OF PARCEL ALA-10-EDC (DN 2013-199789), THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 85°02'09" WEST 265.00 FEET, AND
- 2) NORTH 05°10'10" EAST 14.34 FEET TO THE SOUTHEASTERN CORNER OF PARCEL ALA-29-EDC, AS SAID PARCEL ALA-29-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199804, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, LEAVING SAID SOUTHEASTERN CORNER OF SAID PARCEL ALA-29-EDC (DN 2013-199804), ALONG THE EASTERN LINE OF SAID PARCEL ALA-29-EDC (DN 2013-199804), THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 05°10'10" EAST 440.66 FEET,
- 2) THENCE, SOUTH 84°39'11" EAST 34.19 FEET AND
- 3) NORTH 05°28'13" EAST 444.24 FEET TO NORTHEASTERN CORNER OF SAID PARCEL ALA-29-EDC (DN 2013-199804), SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF PARCEL ALA-27-EDC, AS SAID PARCEL ALA-27-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199802, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, LEAVING SAID SOUTHEASTERN CORNER OF PARCEL ALA-27-EDC (DN 2013-199802), ALONG THE EASTERN LINE OF SAID PARCEL ALA-27-EDC, (DN 2013-199802), NORTH 05°28'13" EAST 307.29 FEET TO THE SOUTHEASTERN CORNER OF PARCEL ALA-28-EDC, AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199803 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, LEAVING SAID SOUTHEASTERN CORNER OF PARCEL ALA-28-EDC (DN 2013-199803) ALONG THE EASTERN LINE OF SAID PARCEL ALA-28-EDC (DN 2013-199803), NORTH 05°28'13" EAST 200.00 FEET TO THE NORTHEASTERN CORNER OF SAID PARCEL ALA-28-EDC (DN 2013-199803), SAID POINT ALSO BEING A POINT ON THE EASTERN LINE OF SAID PARCEL ALA-27-EDC (DN 2013-199802);

THENCE, LEAVING SAID NORTHEASTERN CORNER OF PARCEL ALA-28-EDC (DN 2013-199803), ALONG THE EASTERN AND NORTHERN LINES OF SAID PARCEL ALA-27-EDC (DN 2013-199802), THE FOLLOWING THREE (3)

- 1) NORTH 05°28'13" EAST 151.74 FEET,
- 2) NORTH 54°20'49" WEST 150.00 FEET, AND
- 3) NORTH 85°12'59" WEST 324.65 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL ALA-27-EDC (DN 2013-199802), SAID POINT ALSO BEING A POINT ON THE EASTERN LINE OF THAT CERTAIN 623.56 ACRE PARCEL OF LAND WHICH WAS TRANSFERRED TO THE DEPARTMENT OF VETERANS AFFAIRS (VA) THROUGH THE DEPARTMENT OF NAVY (DOD) BY THAT CERTAIN DOCUMENT ENTITLED "TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY" (DD FORM 1354), DATED JUNE 27, 2014, SAID 623.56 ACRE PARCEL ALSO BEING SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY RECORDED JULY 15, 2015, IN BOOK 40 OF RECORDS OF SURVEYS, AT PAGE 98, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID EASTERN LINE OF SAID 623.56 ACRE PARCEL (40 RS 98), NORTH 01°46'59" EAST 425.90 FEET TO THE SOUTHWESTERN CORNER OF PARCEL ALA-25-EDC, AS SAID PARCEL ALA-25-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199800, OF

OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, LEAVING SAID SOUTHWESTERN CORNER OF PARCEL ALA-25-EDC (DN 2013-199800), ALONG THE SOUTHERN LINE OF SAID PARCEL ALA-25-EDC (DN 2013-199800), SOUTH 85°39'37" EAST 76.67 FEET;

THENCE, LEAVING SAID SOUTHERN LINE OF SAID PARCEL ALA-25-EDC (DN 2013-199800), SOUTH 04°20'23" WEST 100.00 FEET;

THENCE, SOUTH 85°39'37" EAST 340.00 FEET;

THENCE, NORTH 04°20'23" EAST 100.00 FEET TO A POINT ON SAID SOUTHERN LINE OF SAID PARCEL ALA-25-EDC (DN 2013-199800);

THENCE, ALONG SAID SOUTHERN LINE OF SAID PARCEL ALA-25-EDC (DN 2013-199800), SOUTH 85°39'37" EAST 196.45 FEET;

THENCE, LEAVING SAID SOUTHERN LINE OF SAID PARCEL ALA-25-EDC (DN 2013-199800), SOUTH 17°26'48" EAST 230.45 FEET;

THENCE, SOUTH 04°47'18" WEST 232.96 FEET TO SAID POINT OF BEGINNING.

CONTAINING 14.06 ACRES OF LAND, MORE OR LESS.

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

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

ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

END OF DESCRIPTION



*Joel Garcia*  
\_\_\_\_\_  
JOEL GARCIA, P.L.S.

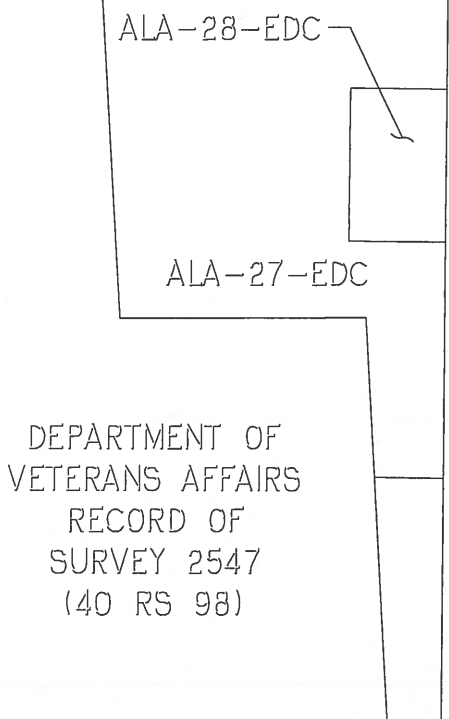
L.S. NO. 5285

*08-01-2017*



PARCEL 1  
(PORTION)  
RECORD OF SURVEY 1816  
(28 RS 14)

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



POC

S4°47'18"W 1143.97'

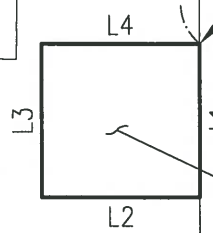
ALA-68-EC

DEPARTMENT OF  
VETERANS AFFAIRS  
RECORD OF  
SURVEY 2547  
(40 RS 98)

LINE TABLE		
NO	BEARING	LENGTH
L1	S04°47'18"W	200.00'
L2	N85°12'42"W	205.00'
L3	N04°47'18"E	200.00'
L4	S85°12'42"E	205.00'



POB



ALA-90-EDC  
0.94 AC±

POB=POINT OF BEGINNING  
POC=POINT OF COMMENCEMENT



ALA-10-EDC

ALA-13-EDC

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-90-EDC  
ALAMEDA, CALIFORNIA

AUGUST 1, 2017

SHEET 1 OF 1

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

CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON • (925) 866-0322  
WEST SACRAMENTO • (916) 375-1877

LEGAL DESCRIPTION  
ALA-90-EDC  
ALAMEDA, CALIFORNIA

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

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

COMMENCING AT THE NORTHWESTERN CORNER OF PARCEL ALA-68-EDC, AS SAID PARCEL ALA-68-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 15, 2016, AS DOCUMENT NO. 2016-096059, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL ALA-68-EDC (DN 2016-096059), SOUTH 04°47'18" WEST 1,143.97 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID WESTERN LINE OF SAID PARCEL ALA-68-EDC (DN 2016-096059), SOUTH 04°47'18" WEST 200.00 FEET;

THENCE, LEAVING SAID WESTERN LINE OF SAID PARCEL ALA-68-EDC (DN 2016-096059), NORTH 85°12'42" WEST 205.00 FEET;

THENCE, NORTH 04°47'18" EAST 200.00 FEET;

THENCE, SOUTH 85°12'42" EAST 205.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 0.94 ACRES OF LAND, MORE OR LESS.

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

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

ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.



END OF DESCRIPTION

*Joel Garcia*  
JOEL GARCIA, P.L.S.

L.S. NO. 5285

08-01-2017

## Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-79-EDC

Identification <small>a</small>	Media/ Description	Hazardous Substance <small>b,c</small>	Reportable Quantity (lbs) <small>b</small>	CAS Number	RCRA Waste Code <small>b</small>	Quantity Stored, Released, or Disposed <small>d</small>	Date Stored, Released, or Disposed <small>d</small>	Stored (S), Released (R), or Dispose d (D)	Action Taken
NA	NA	none	NA	NA	NA	NA	NA	NA	NA

Notes:	
a	No chemicals were found to have been stored, disposed, or released within other areas of the FOST Parcel.
b	This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4. The substances which do not have chemical-specific break down (and associated annual reportable quantity) are not listed in 40 CFR 302.4, and therefore have no corresponding CAS number, no regulatory synonyms, no RCRA waste numbers, and no reportable quantities. Hazardous substances listed in this table were compiled based on known contamination at the sites and historic activities at specific locations.
c	The FOST Parcel may contain pesticide residue from pesticides that have been applied in the management of the property. The Grantor knows of no use of any registered pesticide in a manner inconsistent with its labeling and labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Grantor's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.
d	The quantity stored, released, or disposed, and the date stored, released, or disposed, is unknown because documentation related to storage, release, or disposal of these hazardous substances was not available during records searches for the property.

### Acronyms and Abbreviations

AOC	Area of concern	gal	Gallon	PAH	Polycyclic aromatic hydrocarbon
CAS	Chemical Abstract System	GAP	Generator accumulation point	R	Released
CFR	Code of Federal Regulations	HRA	Historical Radiological Assessment	Ra-226	Radium 226
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	IR	Installation restoration	RCRA	Resource Conservation and Recovery Act
D	Disposed	lbs	Pounds	ROD	Record of decision
DTSC	Department of Toxic Substances Control	NA	Not available	S	Stored
EBS	Environmental Baseline Survey	NADEP	Naval Aviation Depot	TtEC	Tetra Tech EC, Inc.
EPA	Environmental Protection Agency	NAS	Naval Air Station Alameda	U.S.C.	United States Code
FOST	Finding of Suitability to Transfer	Navy	Department of the Navy		
		NFA	No further action		

## Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-80-EDC

Identification <small>a</small>	Media/ Description	Hazardous Substance <small>b,c</small>	Reportable Quantity (lbs) <small>b</small>	CAS Number	RCRA Waste Code <small>b</small>	Quantity Stored, Released, or Disposed <small>d</small>	Date Stored, Released, or Disposed <small>d</small>	Stored (S), Released (R), or Dispose d (D)	Action Taken
NA	NA	none	NA	NA	NA	NA	NA	NA	NA

Notes:	
a	No chemicals were found to have been stored, disposed, or released within other areas of the FOST Parcel.
b	This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4. The substances which do not have chemical-specific break down (and associated annual reportable quantity) are not listed in 40 CFR 302.4, and therefore have no corresponding CAS number, no regulatory synonyms, no RCRA waste numbers, and no reportable quantities. Hazardous substances listed in this table were compiled based on known contamination at the sites and historic activities at specific locations.
c	The FOST Parcel may contain pesticide residue from pesticides that have been applied in the management of the property. The Grantor knows of no use of any registered pesticide in a manner inconsistent with its labeling and labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Grantor's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.
d	The quantity stored, released, or disposed, and the date stored, released, or disposed, is unknown because documentation related to storage, release, or disposal of these hazardous substances was not available during records searches for the property.

### Acronyms and Abbreviations

AOC	Area of concern	gal	Gallon	PAH	Polycyclic aromatic hydrocarbon
CAS	Chemical Abstract System	GAP	Generator accumulation point	R	Released
CFR	Code of Federal Regulations	HRA	Historical Radiological Assessment	Ra-226	Radium 226
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	IR	Installation restoration	RCRA	Resource Conservation and Recovery Act
D	Disposed	lbs	Pounds	ROD	Record of decision
DTSC	Department of Toxic Substances Control	NA	Not available	S	Stored
EBS	Environmental Baseline Survey	NADEP	Naval Aviation Depot	TtEC	Tetra Tech EC, Inc.
EPA	Environmental Protection Agency	NAS	Naval Air Station Alameda	U.S.C.	United States Code
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Exhibit B

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ALA-81-EDC

Identification <sup>a</sup>	Media/Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Disposed (D)	Action Taken
Marsh Crust	Sediment	PAHs	NA	NA	NA	Unknown	Unknown	R	A layer of sediment contaminated with PAHs and referred to as the marsh crust was identified during environmental investigations between 1993 and 2000. The marsh crust was deposited across the Alameda Facility/Alameda Annex from the late 1800s until the 1920s, and is believed to have resulted from direct discharges of petroleum products and wastes from former manufactured gas plants and oil refineries to marshlands that underlie the current uplands. The ROD selected land use controls that prohibit excavation within the marsh crust and former subtidal area, unless proper precautions are taken to protect worker health and safety and to ensure that excavated material is disposed of properly (Navy 2001). The property is subject to a deed restriction, a Covenant to Restrict Use of Property, and permitting requirements for excavations in accordance with the Alameda Marsh Crust Ordinance No. 2824.

Notes:	
a	No chemicals were found to have been stored, disposed, or released within other areas of the FOST Parcel.
b	This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4. The substances which do not have chemical-specific break down (and associated annual reportable quantity) are not listed in 40 CFR 302.4, and therefore have no corresponding CAS number, no regulatory synonyms, no RCRA waste numbers, and no reportable quantities. Hazardous substances listed in this table were compiled based on known contamination at the sites and historic activities at specific locations.
c	The FOST Parcel may contain pesticide residue from pesticides that have been applied in the management of the property. The Grantor knows of no use of any registered pesticide in a manner inconsistent with its labeling and labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Grantor's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.

## Exhibit B

### Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-81-EDC

d	The quantity stored, released, or disposed, and the date stored, released, or disposed, is unknown because documentation related to storage, release, or disposal of these hazardous substances was not available during records searches for the property.
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#### Acronyms and Abbreviations

AOC	Area of concern	gal	Gallon	PAH	Polycyclic aromatic hydrocarbon
CAS	Chemical Abstract System	GAP	Generator accumulation point	R	Released
CFR	Code of Federal Regulations	HRA	Historical Radiological Assessment	Ra-226	Radium 226
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	IR	Installation restoration	RCRA	Resource Conservation and Recovery Act
D	Disposed	lbs	Pounds	ROD	Record of decision
DTSC	Department of Toxic Substances Control	NA	Not available	S	Stored
EBS	Environmental Baseline Survey	NADEP	Naval Aviation Depot	TtEC	Tetra Tech EC, Inc.
EPA	Environmental Protection Agency	NAS	Naval Air Station Alameda	U.S.C.	United States Code
FOST	Finding of Suitability to Transfer	Navy	Department of the Navy		
		NFA	No further action		

Exhibit B

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ALA-82-EDC

Identification <sup>a</sup>	Media/ Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Dispose d (D)	Action Taken
Marsh Crust	Sediment	PAHs	NA	NA	NA	Unknown	Unknown	R	A layer of sediment contaminated with PAHs and referred to as the marsh crust was identified during environmental investigations between 1993 and 2000. The marsh crust was deposited across the Alameda Facility/Alameda Annex from the late 1800s until the 1920s, and is believed to have resulted from direct discharges of petroleum products and wastes from former manufactured gas plants and oil refineries to marshlands that underlie the current uplands. The ROD selected land use controls that prohibit excavation within the marsh crust and former subtidal area, unless proper precautions are taken to protect worker health and safety and to ensure that excavated material is disposed of properly (Navy 2001). The property is subject to a deed restriction, a Covenant to Restrict Use of Property, and permitting requirements for excavations in accordance with the Alameda Marsh Crust Ordinance No. 2824.

## Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-82-EDC

Identification <sup>a</sup>	Media/ Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Dispose d (D)	Action Taken
IR 35 (AOC 12)	Soil	Lead	10	7439-92- 1	NA	Unknown	Unknown	R	A former 200,000-gallon water tower occupied the area of AOC 12. The final ROD for Site 35 Areas established the remedy for soil contamination at AOC 12 to be excavation and off-site disposal of lead-contaminated soil (Navy 2010). The contaminated soil was removed in 2011 and EPA concurred with the IR Site 35 remedial action completion report and with site closure (EPA 2012). In addition, the DTSC issued a Remedial Action Certification in 2013 (DTSC 2013).

Notes:	
a	No chemicals were found to have been stored, disposed, or released within other areas of the FOST Parcel.
b	This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4. The substances which do not have chemical-specific break down (and associated annual reportable quantity) are not listed in 40 CFR 302.4, and therefore have no corresponding CAS number, no regulatory synonyms, no RCRA waste numbers, and no reportable quantities. Hazardous substances listed in this table were compiled based on known contamination at the sites and historic activities at specific locations.
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### Acronyms and Abbreviations

AOC	Area of concern	CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	EBS	Environmental Baseline Survey
CAS	Chemical Abstract System	D	Disposed	EPA	Environmental Protection Agency
CFR	Code of Federal Regulations	DTSC	Department of Toxic Substances Control	FOST	Finding of Suitability to Transfer
				gal	Gallon



## Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

### ALA-82-EDC

GAP	Generator accumulation point	NAS	Naval Air Station Alameda	RCRA	Resource Conservation and Recovery Act
HRA	Historical Radiological Assessment	Navy	Department of the Navy	ROD	Record of decision
IR	Installation restoration	NFA	No further action	S	Stored
lbs	Pounds	PAH	Polycyclic aromatic hydrocarbon	TtEC	Tetra Tech EC, Inc.
NA	Not available	R	Released	U.S.C.	United States Code
NADEP	Naval Aviation Depot	Ra-226	Radium 226		

Exhibit B

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ALA-83-EDC

Identification <sup>a</sup>	Media/ Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Dispose d (D)	Action Taken
Marsh Crust	Sediment	PAHs	NA	NA	NA	Unknown	Unknown	R	A layer of sediment contaminated with PAHs and referred to as the marsh crust was identified during environmental investigations between 1993 and 2000. The marsh crust was deposited across the Alameda Facility/Alameda Annex from the late 1800s until the 1920s, and is believed to have resulted from direct discharges of petroleum products and wastes from former manufactured gas plants and oil refineries to marshlands that underlie the current uplands. The ROD selected land use controls that prohibit excavation within the marsh crust and former subtidal area, unless proper precautions are taken to protect worker health and safety and to ensure that excavated material is disposed of properly (Navy 2001). The property is subject to a deed restriction, a Covenant to Restrict Use of Property, and permitting requirements for excavations in accordance with the Alameda Marsh Crust Ordinance No. 2824.

## Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-83-EDC

Identification <sup>a</sup>	Media/ Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Dispose d (D)	Action Taken
IR 35 (AOC 12)	Soil	Lead	10	7439-92- 1	NA	Unknown	Unknown	R	A former 200,000-gallon water tower occupied the area of AOC 12. The final ROD for Site 35 Areas established the remedy for soil contamination at AOC 12 to be excavation and off-site disposal of lead-contaminated soil (Navy 2010). The contaminated soil was removed in 2011 and EPA concurred with the IR Site 35 remedial action completion report and with site closure (EPA 2012). In addition, the DTSC issued a Remedial Action Certification in 2013 (DTSC 2013).

Notes:	
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### Acronyms and Abbreviations

AOC	Area of concern	CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	EBS	Environmental Baseline Survey
CAS	Chemical Abstract System	D	Disposed	EPA	Environmental Protection Agency
CFR	Code of Federal Regulations	DTSC	Department of Toxic Substances Control	FOST	Finding of Suitability to Transfer
				gal	Gallon

## Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

### ALA-83-EDC

GAP	Generator accumulation point	NAS	Naval Air Station Alameda	RCRA	Resource Conservation and Recovery Act
HRA	Historical Radiological Assessment	Navy	Department of the Navy	ROD	Record of decision
IR	Installation restoration	NFA	No further action	S	Stored
lbs	Pounds	PAH	Polycyclic aromatic hydrocarbon	TtEC	Tetra Tech EC, Inc.
NA	Not available	R	Released	U.S.C.	United States Code
NADEP	Naval Aviation Depot	Ra-226	Radium 226		

Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-84-EDC

Identification <sup>a</sup>	Media/ Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Dispose d (D)	Action Taken
Marsh Crust	Sediment	PAHs	NA	NA	NA	Unknown	Unknown	R	A layer of sediment contaminated with PAHs and referred to as the marsh crust was identified during environmental investigations between 1993 and 2000. The marsh crust was deposited across the Alameda Facility/Alameda Annex from the late 1800s until the 1920s, and is believed to have resulted from direct discharges of petroleum products and wastes from former manufactured gas plants and oil refineries to marshlands that underlie the current uplands. The ROD selected land use controls that prohibit excavation within the marsh crust and former subtidal area, unless proper precautions are taken to protect worker health and safety and to ensure that excavated material is disposed of properly (Navy 2001). The property is subject to a deed restriction, a Covenant to Restrict Use of Property, and permitting requirements for excavations in accordance with the Alameda Marsh Crust Ordinance No. 2824.

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ALA-84-EDC

Identification <sup>a</sup>	Media/ Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Dispose d (D)	Action Taken
IR 35 (AOC 12)	Soil	Lead	10	7439-92- 1	NA	Unknown	Unknown	R	A former 200,000-gallon water tower occupied the area of AOC 12. The final ROD for Site 35 Areas established the remedy for soil contamination at AOC 12 to be excavation and off-site disposal of lead-contaminated soil (Navy 2010). The contaminated soil was removed in 2011 and EPA concurred with the IR Site 35 remedial action completion report and with site closure (EPA 2012). In addition, the DTSC issued a Remedial Action Certification in 2013 (DTSC 2013).

Notes:	
a	No chemicals were found to have been stored, disposed, or released within other areas of the FOST Parcel.
b	This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4. The substances which do not have chemical-specific break down (and associated annual reportable quantity) are not listed in 40 CFR 302.4, and therefore have no corresponding CAS number, no regulatory synonyms, no RCRA waste numbers, and no reportable quantities. Hazardous substances listed in this table were compiled based on known contamination at the sites and historic activities at specific locations.
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d	The quantity stored, released, or disposed, and the date stored, released, or disposed, is unknown because documentation related to storage, release, or disposal of these hazardous substances was not available during records searches for the property.

### Acronyms and Abbreviations

AOC	Area of concern	CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	EBS	Environmental Baseline Survey
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CFR	Code of Federal Regulations	DTSC	Department of Toxic Substances Control	FOST	Finding of Suitability to Transfer
				gal	Gallon

## Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

### ALA-84-EDC

GAP	Generator accumulation point	NAS	Naval Air Station Alameda	RCRA	Resource Conservation and Recovery Act
HRA	Historical Radiological Assessment	Navy	Department of the Navy	ROD	Record of decision
IR	Installation restoration	NFA	No further action	S	Stored
lbs	Pounds	PAH	Polycyclic aromatic hydrocarbon	TtEC	Tetra Tech EC, Inc.
NA	Not available	R	Released	U.S.C.	United States Code
NADEP	Naval Aviation Depot	Ra-226	Radium 226		

Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-85-EDC

Identification <sup>a</sup>	Media/ Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Dispose d (D)	Action Taken
Marsh Crust	Sediment	PAHs	NA	NA	NA	Unknown	Unknown	R	A layer of sediment contaminated with PAHs and referred to as the marsh crust was identified during environmental investigations between 1993 and 2000. The marsh crust was deposited across the Alameda Facility/Alameda Annex from the late 1800s until the 1920s, and is believed to have resulted from direct discharges of petroleum products and wastes from former manufactured gas plants and oil refineries to marshlands that underlie the current uplands. The ROD selected land use controls that prohibit excavation within the marsh crust and former subtidal area, unless proper precautions are taken to protect worker health and safety and to ensure that excavated material is disposed of properly (Navy 2001). The property is subject to a deed restriction, a Covenant to Restrict Use of Property, and permitting requirements for excavations in accordance with the Alameda Marsh Crust Ordinance No. 2824.



Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-85-EDC

Identification <sup>a</sup>	Media/Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Disposed (D)	Action Taken
Radiological Sites Seaplane Parking Apron, anomaly and other locations on western side of Seaplane Lagoon and Ramps and Storm Sewers	Soil	Ra-226	1 Curie	NA	NA	Unknown	Unknown	R	These areas were identified as impacted in the HRA (Weston Solutions, Inc. 2007). The sewer lines were contaminated through the disposal of Ra-226 down drains and the apron area was impacted by wash-down of aircraft. Following additional investigations and remedial activities the lines were found to require NFA or were subjected to a final status survey and received radiological release by the DTSC. The anomaly area and three other locations of elevated radiation readings identified during a survey of the western shoreline of the lagoon were all excavated and the excavations were surveyed and released (TtEC 2011; DTSC 2016; EPA 2016a).

Notes:	
a	No chemicals were found to have been stored, disposed, or released within other areas of the FOST Parcel.
b	This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4. The substances which do not have chemical-specific break down (and associated annual reportable quantity) are not listed in 40 CFR 302.4, and therefore have no corresponding CAS number, no regulatory synonyms, no RCRA waste numbers, and no reportable quantities. Hazardous substances listed in this table were compiled based on known contamination at the sites and historic activities at specific locations.
c	The FOST Parcel may contain pesticide residue from pesticides that have been applied in the management of the property. The Grantor knows of no use of any registered pesticide in a manner inconsistent with its labeling and labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Grantor's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.
d	The quantity stored, released, or disposed, and the date stored, released, or disposed, is unknown because documentation related to storage, release, or disposal of these hazardous substances was not available during records searches for the property.

Acronyms and Abbreviations

## Exhibit B

### Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

#### ALA-85-EDC

AOC	Area of concern	gal	Gallon	PAH	Polycyclic aromatic hydrocarbon
CAS	Chemical Abstract System	GAP	Generator accumulation point	R	Released
CFR	Code of Federal Regulations	HRA	Historical Radiological Assessment	Ra-226	Radium 226
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	IR	Installation restoration	RCRA	Resource Conservation and Recovery Act
D	Disposed	lbs	Pounds	ROD	Record of decision
DTSC	Department of Toxic Substances Control	NA	Not available	S	Stored
EBS	Environmental Baseline Survey	NADEP	Naval Aviation Depot	TtEC	Tetra Tech EC, Inc.
EPA	Environmental Protection Agency	NAS	Naval Air Station Alameda	U.S.C.	United States Code
FOST	Finding of Suitability to Transfer	Navy	Department of the Navy		
		NFA	No further action		

Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-86-EDC

Identification <sup>a</sup>	Media/ Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Dispose d (D)	Action Taken
Marsh Crust	Sediment	PAHs	NA	NA	NA	Unknown	Unknown	R	A layer of sediment contaminated with PAHs and referred to as the marsh crust was identified during environmental investigations between 1993 and 2000. The marsh crust was deposited across the Alameda Facility/Alameda Annex from the late 1800s until the 1920s, and is believed to have resulted from direct discharges of petroleum products and wastes from former manufactured gas plants and oil refineries to marshlands that underlie the current uplands. The ROD selected land use controls that prohibit excavation within the marsh crust and former subtidal area, unless proper precautions are taken to protect worker health and safety and to ensure that excavated material is disposed of properly (Navy 2001). The property is subject to a deed restriction, a Covenant to Restrict Use of Property, and permitting requirements for excavations in accordance with the Alameda Marsh Crust Ordinance No. 2824.

## Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-86-EDC

Identification <sup>a</sup>	Media/ Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Dispose d (D)	Action Taken
Radiological Sites Seaplane Parking Apron, anomaly and other locations on western side of Seaplane Lagoon and Ramps and Storm Sewers	Soil	Ra-226	1 Curie	NA	NA	Unknown	Unknown	R	These areas were identified as impacted in the HRA (Weston Solutions, Inc. 2007). The sewer lines were contaminated through the disposal of Ra-226 down drains and the apron area was impacted by wash-down of aircraft. Following additional investigations and remedial activities the lines were found to require NFA or were subjected to a final status survey and received radiological release by the DTSC. The anomaly area and three other locations of elevated radiation readings identified during a survey of the western shoreline of the lagoon were all excavated and the excavations were surveyed and released (TtEC 2011; DTSC 2016; EPA 2016a).

<b>Notes:</b>	
a	No chemicals were found to have been stored, disposed, or released within other areas of the FOST Parcel.
b	This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4. The substances which do not have chemical-specific break down (and associated annual reportable quantity) are not listed in 40 CFR 302.4, and therefore have no corresponding CAS number, no regulatory synonyms, no RCRA waste numbers, and no reportable quantities. Hazardous substances listed in this table were compiled based on known contamination at the sites and historic activities at specific locations.
c	The FOST Parcel may contain pesticide residue from pesticides that have been applied in the management of the property. The Grantor knows of no use of any registered pesticide in a manner inconsistent with its labeling and labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Grantor's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.
d	The quantity stored, released, or disposed, and the date stored, released, or disposed, is unknown because documentation related to storage, release, or disposal of these hazardous substances was not available during records searches for the property.

Acronyms and Abbreviations

## Exhibit B

### Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

#### ALA-86-EDC

AOC	Area of concern	gal	Gallon	PAH	Polycyclic aromatic hydrocarbon
CAS	Chemical Abstract System	GAP	Generator accumulation point	R	Released
CFR	Code of Federal Regulations	HRA	Historical Radiological Assessment	Ra-226	Radium 226
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	IR	Installation restoration	RCRA	Resource Conservation and Recovery Act
D	Disposed	lbs	Pounds	ROD	Record of decision
DTSC	Department of Toxic Substances Control	NA	Not available	S	Stored
EBS	Environmental Baseline Survey	NADEP	Naval Aviation Depot	TtEC	Tetra Tech EC, Inc.
EPA	Environmental Protection Agency	NAS	Naval Air Station Alameda	U.S.C.	United States Code
FOST	Finding of Suitability to Transfer	Navy	Department of the Navy		
		NFA	No further action		

Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-87-EDC

Identification <sup>a</sup>	Media/Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Disposed (D)	Action Taken
Radiological Sites Seaplane Parking Apron, anomaly and other locations on western side of Seaplane Lagoon and Ramps and Storm Sewers	Soil	Ra-226	NA	NA	NA	Unknown	Unknown	R	These areas were identified as impacted in the HRA (Weston Solutions, Inc. 2007). The sewer lines were contaminated through the disposal of Ra-226 down drains and the apron area was impacted by wash-down of aircraft. Following additional investigations and remedial activities the lines were found to require NFA or were subjected to a final status survey and received radiological release by the DTSC. The anomaly area and three other locations of elevated radiation readings identified during a survey of the western shoreline of the lagoon were all excavated and the excavations were surveyed and released (TtEC 2011; DTSC 2016; EPA 2016a).
IR 35 (EBS Parcel 205)	NA	Freon	NA	75-71-8	NA	NA	6/6/1990	S	The 1994 EBS identified the storage of this hazardous substance on site (ERM-WEST 1994). No action necessary. Materials stored on site. No spills or releases reported.
		Paint	5,000	NA	NA	Unknown			
		Trichlorofluoromethane	1	75-69-4	U121	55 gal			
	Groundwater	Vinyl chloride	1,000	75-01-4	UO43	Unknown	R		
cis-1,2-Dichloroethene	NA	156-59-2	NA	NA					

## Exhibit B

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ALA-87-EDC

Identification <sup>a</sup>	Media/ Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Dispose d (D)	Action Taken
Open Space Between Buildings 507 and 508	NA	Nonhalogenated organics	NA	NA	NA	10 gal	1994	S	The 1994 EBS identified the storage of this hazardous substance on site (ERM-WEST 1994). No action necessary. Materials stored on site. No spills or releases reported.
Building 523	NA	Nonhalogenated organics		NA	NA	2,000 gal	1988-1989	S	The 1994 EBS identified the storage of this hazardous substance on site (ERM-WEST 1994). No action necessary. Materials stored on site. No spills or releases reported.

Notes:	
a	No chemicals were found to have been stored, disposed, or released within other areas of the FOST Parcel.
b	This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4. The substances which do not have chemical-specific break down (and associated annual reportable quantity) are not listed in 40 CFR 302.4, and therefore have no corresponding CAS number, no regulatory synonyms, no RCRA waste numbers, and no reportable quantities. Hazardous substances listed in this table were compiled based on known contamination at the sites and historic activities at specific locations.
c	The FOST Parcel may contain pesticide residue from pesticides that have been applied in the management of the property. The Grantor knows of no use of any registered pesticide in a manner inconsistent with its labeling and labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Grantor's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.
d	The quantity stored, released, or disposed, and the date stored, released, or disposed, is unknown because documentation related to storage, release, or disposal of these hazardous substances was not available during records searches for the property.

#### Acronyms and Abbreviations

AOC	Area of concern	EBS	Environmental Baseline Survey	lbs	Pounds
CAS	Chemical Abstract System	EPA	Environmental Protection Agency	NA	Not available
CFR	Code of Federal Regulations	FOST	Finding of Suitability to Transfer	NADEP	Naval Aviation Depot
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	gal	Gallon	NAS	Naval Air Station Alameda
D	Disposed	GAP	Generator accumulation point	Navy	Department of the Navy
DTSC	Department of Toxic Substances Control	HRA	Historical Radiological Assessment	NFA	No further action
		IR	Installation restoration	PAH	Polycyclic aromatic hydrocarbon

## Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

### ALA-87-EDC

R	Released	ROD	Record of decision	U.S.C.	United States Code
Ra-226	Radium 226	S	Stored		
RCRA	Resource Conservation and Recovery Act	TtEC	Tetra Tech EC, Inc.		



## Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-88-EDC

Identification <sup>a</sup>	Media/ Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Dispose d (D)	Action Taken
NA	NA	none	NA	NA	NA	NA	NA	NA	NA

Notes:	
a	No chemicals were found to have been stored, disposed, or released within other areas of the FOST Parcel.
b	This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4. The substances which do not have chemical-specific break down (and associated annual reportable quantity) are not listed in 40 CFR 302.4, and therefore have no corresponding CAS number, no regulatory synonyms, no RCRA waste numbers, and no reportable quantities. Hazardous substances listed in this table were compiled based on known contamination at the sites and historic activities at specific locations.
c	The FOST Parcel may contain pesticide residue from pesticides that have been applied in the management of the property. The Grantor knows of no use of any registered pesticide in a manner inconsistent with its labeling and labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Grantor's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.
d	The quantity stored, released, or disposed, and the date stored, released, or disposed, is unknown because documentation related to storage, release, or disposal of these hazardous substances was not available during records searches for the property.

### Acronyms and Abbreviations

AOC	Area of concern	gal	Gallon	PAH	Polycyclic aromatic hydrocarbon
CAS	Chemical Abstract System	GAP	Generator accumulation point	R	Released
CFR	Code of Federal Regulations	HRA	Historical Radiological Assessment	Ra-226	Radium 226
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	IR	Installation restoration	RCRA	Resource Conservation and Recovery Act
D	Disposed	lbs	Pounds	ROD	Record of decision
DTSC	Department of Toxic Substances Control	NA	Not available	S	Stored
EBS	Environmental Baseline Survey	NADEP	Naval Aviation Depot	TtEC	Tetra Tech EC, Inc.
EPA	Environmental Protection Agency	NAS	Naval Air Station Alameda	U.S.C.	United States Code
FOST	Finding of Suitability to Transfer	Navy	Department of the Navy		
		NFA	No further action		

## Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-89-EDC

Identification <sup>a</sup>	Media/ Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Dispose d (D)	Action Taken
Building 38 (demolished)	NA	Fire extinguisher fluid	NA	NA	NA	Unknown	5/22/1990	S	The 1994 EBS identified the storage of this hazardous substance on site. No action necessary (ERM-WEST 1994). Materials stored on site. No spills or releases reported.
NADEP GAP 74	NA	Oil and engine oil waste	NA	NA	NA	55 gal			
		Lubricating oil waste	NA	NA	NA	55 gal			
Radiological Sites Seaplane Parking Apron, anomaly and other locations on western side of Seaplane Lagoon and Ramps and Storm Sewers	Soil	Ra-226	1 Curie	NA	NA	Unknown	Unknown	R	These areas were identified as impacted in the HRA (Weston Solutions, Inc. 2007). The sewer lines were contaminated through the disposal of Ra-226 down drains and the apron area was impacted by wash-down of aircraft. Following additional investigations and remedial activities the lines were found to require NFA or were subjected to a final status survey and received radiological release by the DTSC. The anomaly area and three other locations of elevated radiation readings identified during a survey of the western shoreline of the lagoon were all excavated and the excavations were surveyed and released (TtEC 2011; DTSC 2016; EPA 2016a).

**Notes:**

- |   |   |
|---|---|
| a | No chemicals were found to have been stored, disposed, or released within other areas of the FOST Parcel.   |
| b | This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4. The substances which do not have chemical-specific break down (and associated annual reportable quantity) are not listed in 40 CFR 302.4, and therefore have no corresponding CAS number, no regulatory synonyms, no RCRA waste numbers, and no reportable quantities. Hazardous substances listed in this table were compiled based on known contamination at the sites and historic activities at specific locations. |
| c | The FOST Parcel may contain pesticide residue from pesticides that have been applied in the management of the property. The Grantor knows of no use of any registered pesticide in a manner inconsistent with its labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA - 7 U.S.C.  |

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#### ALA-89-EDC

	Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Grantor's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.
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#### Acronyms and Abbreviations

AOC	Area of concern	gal	Gallon	PAH	Polycyclic aromatic hydrocarbon
CAS	Chemical Abstract System	GAP	Generator accumulation point	R	Released
CFR	Code of Federal Regulations	HRA	Historical Radiological Assessment	Ra-226	Radium 226
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	IR	Installation restoration	RCRA	Resource Conservation and Recovery Act
D	Disposed	lbs	Pounds	ROD	Record of decision
DTSC	Department of Toxic Substances Control	NA	Not available	S	Stored
EBS	Environmental Baseline Survey	NADEP	Naval Aviation Depot	TtEC	Tetra Tech EC, Inc.
EPA	Environmental Protection Agency	NAS	Naval Air Station Alameda	U.S.C.	United States Code
FOST	Finding of Suitability to Transfer	Navy	Department of the Navy		
		NFA	No further action		

## Exhibit B

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)) and description of Remedial Action Taken Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA

ALA-90-EDC

Identification <sup>a</sup>	Media/ Description	Hazardous Substance <sup>b,c</sup>	Reportable Quantity (lbs) <sup>b</sup>	CAS Number	RCRA Waste Code <sup>b</sup>	Quantity Stored, Released, or Disposed <sup>d</sup>	Date Stored, Released, or Disposed <sup>d</sup>	Stored (S), Released (R), or Dispose d (D)	Action Taken
NA	NA	none	NA	NA	NA	NA	NA	NA	NA

Notes:	
a	No chemicals were found to have been stored, disposed, or released within other areas of the FOST Parcel.
b	This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4. The substances which do not have chemical-specific break down (and associated annual reportable quantity) are not listed in 40 CFR 302.4, and therefore have no corresponding CAS number, no regulatory synonyms, no RCRA waste numbers, and no reportable quantities. Hazardous substances listed in this table were compiled based on known contamination at the sites and historic activities at specific locations.
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### Acronyms and Abbreviations

AOC	Area of concern	gal	Gallon	PAH	Polycyclic aromatic hydrocarbon
CAS	Chemical Abstract System	GAP	Generator accumulation point	R	Released
CFR	Code of Federal Regulations	HRA	Historical Radiological Assessment	Ra-226	Radium 226
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	IR	Installation restoration	RCRA	Resource Conservation and Recovery Act
D	Disposed	lbs	Pounds	ROD	Record of decision
DTSC	Department of Toxic Substances Control	NA	Not available	S	Stored
EBS	Environmental Baseline Survey	NADEP	Naval Aviation Depot	TiEC	Tetra Tech EC, Inc.
EPA	Environmental Protection Agency	NAS	Naval Air Station Alameda	U.S.C.	United States Code
FOST	Finding of Suitability to Transfer	Navy	Department of the Navy		
		NFA	No further action		

EXHIBIT - C

NONE

EXHIBIT D –

MARSH CRUST COVENANTS to RESTRICT USE of PROPERTY (CRUPs) IS INCLUDED IN SECTION III. MARSH  
CRUST CRUPs