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MEMORANDUM

TO: MS. JENNIFER OTT, CHIEF OPERATING OFFICER, ALAMEDA POINT
JANET KERN, ALAMEDA CITY ATTORNEY
FARIMAH FAIZ, ALAMEDA ASSISTANT CITY ATTORNEY

FROM: GEORGE SCHLOSSBERG, ESQ.
LISA STURZENBERGER, ESQ.

DATE: FEBRUARY 2, 2016

RE: PROCESS FOR ASSEMBLING QUITCLAIM DEEDS FOR ALAMEDA
POINT PHASE 2 CONVEYANCE

To convey the Alameda Point Phase 2 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 eleven (11) separate quitclaim deeds for eleven (11) 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 eleven (11) deeds, and to ensure their accuracy in the most efficient manner, the Navy and City negotiated: (1) a Form Alameda Point Phase 2 Quitclaim Deed (“Form Deed” attached as Exhibit “A”), and (2) an Alameda Point Phase 2 Closing Deed Matrix (“Matrix” attached as Exhibit “B”), as follows:

PROCESS FOR ASSEMBLING DEEDS FOR ALAMEDA POINT PHASE 2 CLOSING

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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 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 Draft Final Finding of Suitability to Transfer Phase 2 Former Naval Air Station Alameda, dated December 2015, 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) Whether the Parcel is Submerged,
 - (F) Optional Recitals,
 - (G) Record of Decision (“ROD”),
 - (H) Notices,
 - (I) Environmental (CERCLA) Restrictions,
 - (J) Other Restrictions,
 - (K) CRUP (Owner),
 - (L) Buildings Existing, and
 - (M) Buildings Demolished.

Prior to the actual closing, the City will assemble the eleven (11) 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. We consider this to be a mostly mechanical task, as the final deeds will differ only based upon the Deed Matrix options. Final Deed assembly require some minor editorial or technical changes and I recommend that we request Council approval for the City Manager to make technical changes as approved by the City Attorney.

Should you have any questions or concerns regarding the process to assemble the final eleven (11) quitclaim deeds for the Alameda Point Phase 2 property conveyance, please contact George Schlossberg directly at 202-828-2418 or by email at

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george.schlossberg@kutakrock.com, or Lisa Sturzenberger directly at 202-828-2319 or by email at lisa.sturzenberger@kutakrock.com.

G.R.S. & L.A.S.

Exhibits: as stated.

**FORM ALAMEDA POINT PHASE 2
QUITCLAIM DEED**

Note: This Form will be the basis for all 11 deeds that will be created in connection with the Alameda Point Phase 2 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
1455 Frazee Road, Suite 900
San Diego, California 92109-4310
Attention: [_____]
Real Estate Contracting Officer

WHEN RECORDED MAIL TO:

Alameda City Hall
2263 Santa Clara Avenue
Alameda, CA 94501-4456
Attention: [_____]
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

**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 _____, 2016, 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 Realignment Act of 1990 (Public Law 101-510, 10 U.S.C. Section 2687 note); as amended by

1 Section 2821 of the National Defense Authorization Act for Fiscal Year 2000 (Public Law 106-
2 65); and

3
4 **WHEREAS**, the former Naval Air Station Alameda, (“NAS Alameda”) was closed
5 pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as
6 amended (Pub. L. No. 101-510) and is no longer required for military purposes; and

7
8 **WHEREAS**, in 1996, the Alameda Reuse and Redevelopment Authority (“ARRA”), as
9 the recognized LRA at the time, prepared and adopted the NAS Alameda Community Reuse
10 Plan (as amended, “Reuse Plan”) and thereafter applied for a No-Cost Economic Development
11 Conveyance (“EDC”) to acquire portions of NAS Alameda (the “EDC Property”) for
12 development in accordance with the Reuse Plan, which was approved. The ARRA and the
13 GRANTOR entered into a Memorandum of Agreement regarding the terms of a no-cost EDC in
14 2000 (“EDC MOA”), and in 2011 agreed to a term sheet for the amendment of that agreement.
15 The parties subsequently executed Amendment 2 to the EDC MOA (January 3, 2012) to
16 implement the agreements contained in the term sheet. In 2012, ARRA assigned its rights and
17 obligations under the EDC MOA, as amended, to the City of Alameda, and the City of Alameda
18 became the federally recognized LRA for NAS Alameda (March 9, 2012); and

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

25
26 **WHEREAS**, the EDC Property includes Parcel[s] ALA-[redacted]-EDC, hereinafter referred
27 to as the “Property”, and is more particularly described in Exhibit “A”, attached hereto and made
28 a part hereof; and

29
30 *[Note: this 6th Recital to be included if the deed includes a Parcel with an IR Site.]*
31 **WHEREAS**, the Final Comprehensive Environmental Response, Compensation and Liability Act
32 (“CERCLA”) Record of Decision for Installation Restoration Site [redacted], was issued
33 by the GRANTOR in [redacted] (“Final ROD”)[. OR ; and] *[Note: the following sentence*
34 *is only to be included in deeds that include sites covered by a Navy/DTSC CRUP (Parcels*
35 *[redacted]).]* The Final ROD selected Land Use Controls as a portion of the remedial action; and

36
37 **WHEREAS**, the GRANTOR has completed remedial actions on the Property to be
38 conveyed to GRANTEE that are necessary to provide the covenants required by CERCLA, 42
39 U.S.C. Section 9620(h)(3)(A)(ii)(I); and

40
41 **WHEREAS**, the GRANTOR has found and determined that the Property to be conveyed
42 to GRANTEE is suitable for transfer pursuant to a Finding of Suitability for Transfer Phase 2 for
43 Former Naval Air Station Alameda, Alameda Point, Alameda, California dated [redacted]
44 (FOST), on file with the Clerk of the City of Alameda and the City of Alameda Community
45 Development Department Permit Center; and

1
2 **WHEREAS**, GRANTOR has determined pursuant to applicable Federal statutes and
3 regulations and California Civil Code Section 1471 that it is reasonably necessary to impose
4 certain restrictions on the use of portions of the Property to protect present and future human
5 health or safety or the environment as a result of the presence of hazardous materials on portions
6 of the Property described hereinafter with particularity; and

7
8 *[Note: This 10th recital to be included only if deed includes a Parcel subject to the*
9 *Navy/DTSC CRUP (Parcels [____]).]* **WHEREAS**, the GRANTOR has entered into a Covenant
10 to Restrict Use of Property (“CRUP”) with the California Environmental Protection Agency
11 Department of Toxic Substances Control (“DTSC”). The CRUP sets forth required restrictions
12 on the future use of the Property. GRANTEE agrees it has received copies of the FOST and the
13 CRUP, has reviewed them and understands the information, restrictions and conditions
14 contained therein; and

15
16 **WHEREAS**, at such time as the Property is conveyed from the United States to the City
17 of Alameda, as the Successor in Interest to the Alameda Reuse and Redevelopment Authority,
18 that certain *Lease in Furtherance of Conveyance between the United States of America and the*
19 *Alameda Reuse and Redevelopment Authority for the Former Naval Air Station, Alameda*, dated
20 June 6, 2000, as amended (“LIFOC”), shall terminate with regard to such Property. *[This 11th*
21 *recital may be deleted from the deeds]*

22
23 **NOW THEREFORE**, the GRANTOR, for good and valuable consideration, the receipt
24 and sufficiency of which is hereby acknowledged, does hereby remise, release and forever
25 quitclaim to the GRANTEE, all of GRANTOR’S right, title and interest in and to the Property:

26
27 **I.** **TOGETHER WITH** all buildings and improvements located thereon, and all
28 rights, tenements, hereditaments, and appurtenances belonging, or in any wise appertaining,
29 including fixtures, structures, mineral rights, water rights, the banks, beds and waters of any
30 streams, rivers or lakes upon said Property, appurtenant easements, rail lines and utility lines,
31 alleys, roads, streets ways, strips, gores or railroad rights of way upon said Property, and any
32 means of ingress and egress appurtenant thereto.

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

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

39 **B.** Reserved.

40 **C.** A FOST has been completed and an Environmental Baseline Survey
41 (“EBS”) report is referenced in the FOST. The FOST and EBS reference environmental
42 conditions on the Property and on other property not subject to this Quitclaim Deed. The FOST

1 sets forth the basis for the GRANTOR’s determination that the Property is suitable for transfer.
2 GRANTEE acknowledges that it has received copies of the FOST and the EBS; that it is aware
3 of the notifications therein; and that all documents referenced therein have been made available
4 to GRANTEE for inspection and copying.

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

14
15 *[Note: Section E to be included in all deeds for non-submerged parcels and Parcel [__]. The*
16 *term “Property” should be used throughout this section unless a deed contains multiple*
17 *parcels, only some of which require a LBP notice, as identified in the matrix.]*

18
19 **E. LEAD BASED PAINT (LBP).**

20
21 1. The Property *[or if limited to certain parcel(s) – Parcel ALA-__-*
22 *EDC]* may include improvements that are presumed to contain LBP because they are thought to
23 have been constructed prior to 1978. Lead from paint, paint chips, and dust can pose health
24 hazards if not managed properly. Pursuant to 40 CFR Section 745.113 and the FOST, the
25 following notice is provided: “Every purchaser of any interest in residential real property on
26 which a residential dwelling was built prior to 1978 is notified that such property may present
27 exposure to lead from lead-based paint that may place young children at risk of developing lead
28 poisoning. Lead poisoning in young children may produce permanent neurological damage,
29 including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired
30 memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any
31 interest in residential real property is required to provide the buyer with any information on
32 lead-based paint hazards from risk assessments or inspections in the seller's possession and
33 notify the buyer of any known lead-based paint hazards. The GRANTEE will be responsible for
34 managing all lead-based paint and potential lead-based paint in compliance with all applicable
35 federal, state and local laws and regulations.”

36
37 2. The GRANTEE shall be responsible for managing all lead-based
38 paint and potential lead-based paint hazards, including soil lead hazards that arise after the date
39 of transfer, in compliance with the Residential Lead Based Paint Hazard Reduction Act of 1992,
40 42 U.S.C. Section 4852d (“Title X”) and all applicable federal, state and local laws and
41 regulations. The GRANTEE shall conduct soil sampling and, if necessary, remediation after
42 demolition and removal of demolition debris and prior to occupancy of any newly constructed
43 dwelling units in a manner consistent with Title X and Department of Housing and Urban
44 Development guidelines.

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

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

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

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

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

41 **F. ASBESTOS CONTAINING MATERIALS.**

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

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

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

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

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

35 1. **Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the**
36 **Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42**
37 **U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):** Pursuant to section 120(h)(3)(A)(i)(I) and (II) of
38 CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type,
39 quantity, and location of hazardous substances and the time at which such substances were
40 stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit “B”, attached
41 hereto and made a part hereof, and further described in the FOST.

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

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

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

15 (b) any additional remedial action found to be necessary after
16 the date of this Quitclaim Deed shall be conducted by the United States. This covenant shall not
17 apply to the extent that the GRANTEE caused or contributed to any release or threatened release
18 of any hazardous substance, pollutant, or contaminant.

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

32 In exercising such easement and right of access, the United States shall provide the
33 GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to
34 enter upon the Property and exercise its rights under this clause, which notice may be severely
35 curtailed or even eliminated in emergency situations. The United States shall use reasonable
36 means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's
37 successors' and assigns', as the case may be, quiet enjoyment of the Property. At the completion
38 of work, the work site shall be reasonably restored. Such easement and right of access includes
39 the right to obtain and use utility services, including water, gas, electricity, sewer, and
40 communications services available on the Property at a reasonable charge to the United States.
41 Excluding the reasonable charges for such utility services, no fee, charge, or compensation will

1 be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right
2 of access hereby retained and reserved by the United States.

3
4 In exercising such easement and right of access, neither the GRANTEE nor its successors
5 and assigns, as the case may be, shall have any claim at law or equity against the United States or
6 any officer or employee of the United States based on actions taken by the United States or its
7 officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance
8 with this clause: Provided, however, that nothing in this clause shall be considered as a waiver
9 by the GRANTEE and its successors and assigns, as the case may be, of any remedy available to
10 them under the Federal Tort Claims Act.

11
12 *[Note: Section H will only be included in deeds that include Parcels subject to a Navy/DTSC*
13 *CRUP (Parcels []).*

14
15 **H. COVENANT TO RESTRICT USE OF THE PARCELS REQUIRING**
16 **INSTITUTIONAL CONTROLS/ENVIRONMENTAL RESTRICTIONS:** Pursuant to
17 California Civil Code § 1471, and in order to protect and effectuate an environmental remedy
18 implemented on the Property pursuant to CERCLA, GRANTEE covenants and agrees, as a
19 covenant running with the land, that the following land use restrictions shall apply to the
20 Property:

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

24 *Section H.1 – Groundwater Restrictions ONLY (Parcels []):*

25
26 1. GRANTOR and GRANTEE acknowledge that the Property **[or if**
27 **limited to certain parcel(s) – Parcel ALA- -EDC]** are subject to the provisions of that certain
28 Covenant to Restrict Use of Property Environmental Restriction (“CRUP”) by and between
29 GRANTOR, as Covenantor, and the State of California acting by and through the Department of
30 Toxic Substances Control (“DTSC”) as Covenantee. The CRUP was recorded in the Official
31 Records, Alameda County, California, prior to recordation of this Quitclaim Deed. The CRUP
32 prohibits certain activities and restricts groundwater use on the Property **[or if limited to certain**
33 **parcel(s) – Parcel ALA- -EDC]**. GRANTOR and GRANTEE intend that the restrictions and
34 requirements set out below, which are enforceable by the GRANTOR against the GRANTEE
35 shall be interpreted in a manner that is consistent and not in conflict with the restrictions and
36 requirements set forth in Article IV of the CRUP which is enforceable by DTSC or the United
37 States Environmental Protection Agency (EPA) against the GRANTEE. A failure to enforce the
38 CRUP by DTSC or EPA shall not preclude the GRANTOR from enforcing any restrictions or
39 covenants herein.

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

41 2. GRANTOR and GRANTEE acknowledge that the Property **[or if**
42 **limited to certain parcel(s) – Parcel ALA- -EDC]** is subject to the provisions of that certain

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

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

15
16 3. [INTERNAL NOTE – DELETE THIS LINE SO PARAGRAPHS
17 AUTOMATICALLY RENUMBER.]

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

19
20 4. Unless otherwise approved by the GRANTOR and Federal Facility
21 Agreement (FFA) signatories, the Property [or if limited to certain parcel(s) – Parcel ALA-__-
22 EDC] shall not be used for the following purposes:

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

25 (b) a hospital for humans;

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

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

28 (e) a playground;

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

31 (g) ground floor residential units or occupancies with sensitive
32 receptors.

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

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

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

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

4 Note: Section H.6 to be included in deeds that include Parcels []:

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

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

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

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

15 Note: Section H.7 to be included in the deed that includes Parcel []:

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

22 [Note: Section I will only be included where Section H is also included (in deeds that include
23 Parcels []].]

24
25 **I. REQUIREMENTS FOR LAND USE INSPECTION, REPORTING,**
26 **AND ENFORCEMENT ON THE PROPERTY [or if limited to certain parcel(s) – PARCEL**
27 **ALA- -EDC]:**

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

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

32 3. GRANTEE shall allow the GRANTOR, the FFA signatories, and
33 their authorized agents, employees, contractors and subcontractors to enter the Property [or if
34 limited to certain parcel(s) – Parcel ALA- -EDC] to conduct investigations, tests, or surveys;
35 inspect field activities; or construct, operate, and maintain the remedial action described in the

1 appropriate Final ROD and Final Land Use Controls (LUC) Remedial Design or undertake any
2 other remedial response or remedial action as required or necessary under the cleanup program
3 including but not limited to monitoring wells, extraction wells, and treatment facilities.

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

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

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

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

32 8. The environmental restrictions set forth in this Quitclaim Deed
33 may be released at such time as the GRANTOR has obtained written confirmation from
34 California Department of Toxic Substances Control ("DTSC"), including the appropriate
35 regulatory agency determination that the restricted property is protective of present and future
36 human health, safety, and the environment for the use that was formerly prohibited. Upon
37 receipt of such written confirmation, the GRANTOR shall deliver to the GRANTEE in recordable
38 form, a release (the "Release") relating specifically to the environmental use restrictions set
39 forth in this Quitclaim Deed. The execution of the Release by the GRANTOR shall remove all
40 notices and restrictions relating to the remedy addressed by the restrictions from the title to the
41 Property [or if limited to certain parcel(s) – Parcel ALA- -EDC].

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

3
4 **J. MARSH CRUST/SUBTIDAL ZONE SOIL MANAGEMENT**
5 **REQUIREMENTS.** “Marsh Crust” is defined as the underground layer that is the remnant of
6 the tidal marsh that existed along the shoreline of Alameda Island before filling to create
7 additional dry land. “Subtidal Zone” is defined as the underground layer that is the pre-filling
8 San Francisco Bay floor extension of the historic marsh. These layers form a single continuous
9 underground layer that extends Bayward of the original mean high tide line of Alameda Island
10 before filling and contains hazardous materials and hazardous substances, pollutants, and
11 contaminants that were retained in the historic marsh and Subtidal Zone before filling. The
12 GRANTEE covenants and agrees that it shall comply with City of Alameda Ordinance No. 2824
13 regarding Excavation Into the Marsh Crust/Subtidal Zone at the Former Naval Air Station
14 Alameda and Fleet and Industrial Supply Center, Alameda Annex and Facility. GRANTEE will
15 record that certain Covenant to Restrict Use of Property (Environmental Restriction) (the
16 “Marsh Crust Covenant”), in substantially the same form as Exhibit “D” attached hereto, by
17 and between the City of Alameda, as Covenantor, and the Department of Toxic Substances
18 Control (DTSC) (which is a part of California Environmental Protection Agency), as
19 Covenantee, which sets forth restrictions applicable to the Marsh Crust/Subtidal Zone covered
20 by this paragraph, immediately following conveyance of the Property. GRANTOR and
21 GRANTEE intend that the restrictions set out in this paragraph, which are enforceable by the
22 GRANTOR, shall be interpreted in a manner that is consistent and not in conflict with the
23 restrictions set forth in the Marsh Crust Covenant which is enforceable by DTSC. A failure to
24 enforce the Marsh Crust Covenant by DTSC shall not preclude the GRANTOR from enforcing
25 this restriction.

26 *[Note: Section K will be included in deeds that include Parcels containing open petroleum*
27 *sites. Section L will be included in deeds that include Parcels containing closed petroleum*
28 *sites.]*

29
30 **Option 1 – Open Petroleum Sites:**

31
32 **K. PETROLEUM.**

33 1. The Property [or if limited to certain parcel(s) – Parcel ALA-_-
34 EDC] has/have not been remediated to the satisfaction of the Regional Water Quality Control
35 Board (“Water Board”) or has not been investigated to the satisfaction of the Water Board to
36 determine whether corrective action is appropriate. Accordingly, the Property [or if limited to
37 certain parcel(s) – Parcel ALA-_-EDC] has/have not received Regulatory Closure and may
38 contain petroleum concentrations in soil and/or groundwater that may present an unacceptable
39 risk to human health. Detailed information regarding the environmental conditions that have
40 not been remediated or investigated (“Open Petroleum Sites”), including maps and figures with
41 locations of former petroleum tanks and piping, is included in the FOST, which has been
42 provided to the Regional Water Quality Control Board as a public record for disclosure to the
43 public through its GeoTracker database located at <http://geotracker.waterboards.ca.gov>. As of

1 2013, the FOST downloadable document is available by searching for “Alameda Naval Air
2 Station” and clicking on the Parent Global ID No. T06000109975 under the Site
3 Maps/Documents tab. This location may change in the future due to database upgrades.
4 Contact the Regional Water Board Groundwater Protection Division Chief for further
5 information at 510-622-2400. The Property [or if limited to certain parcel(s) – Parcel ALA-__-
6 EDC] is also enrolled in the City of Alameda Land-Use Restriction Tracking and Site
7 Management Plan Program (“City Program”). Any work conducted by the GRANTEE or its
8 agent(s) on the Property [or if limited to certain parcel(s) – Parcel ALA-__-EDC] that involves
9 construction, soil excavation or grading, trenching or groundwater contact shall be conducted
10 pursuant to a site management plan that is acceptable to the Water Board, and in accordance
11 with the City Program.

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

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

37
38 Such right of access shall be binding on the GRANTEE and shall run with the land.

39
40 3. Development or Improvement on Open Petroleum Sites. The
41 GRANTEE hereby agrees to assume all obligations, liabilities, and burdens with respect to
42 development or improvement on open petroleum sites that contain residual petroleum, including
43 crude oil or any derivative thereof. GRANTEE shall be responsible for any costs incurred due to

1 such development or improvement.

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

7 Option 2 – Closed Petroleum Sites:

8

9

L. PETROLEUM RESTRICTIONS.

10 1. Closed Petroleum Sites. The Property [or if limited to certain
11 parcel(s) – Parcel ALA- -EDC] contains residual petroleum contamination that has been
12 investigated and remediated to the satisfaction of the Regional Water Quality Control Board
13 (“Water Board”) and has received regulatory closure. The Property [or if limited to certain
14 parcel(s) – Parcel ALA- -EDC] will be the subject of a recorded covenant between the
15 GRANTEE and the Water Board that identifies the conditions and requirements necessary to
16 protect human health, safety and the environment (“Covenant”). The Covenant shall be
17 executed and recorded immediately following the execution and recordation of this Quitclaim
18 Deed. The Property [or if limited to certain parcel(s) – Parcel ALA- -EDC] will be enrolled in
19 the City of Alameda Land-Use Restriction Tracking and Site Management Plan Program (“City
20 Program”). Any work conducted on the Property [or if limited to certain parcel(s) – Parcel
21 ALA- -EDC] that involves soil excavation, trenching or groundwater contact shall be in
22 accordance with the Covenant and the City Program.

23 (a) The GRANTEE covenants and agrees that it will not use the
24 Property [or if limited to certain parcel(s) – Parcel ALA- -EDC], or portions of it as may be
25 subdivided, for residential use, including (i) a residence, including any mobile home or factory-
26 built housing constructed or installed for use as residential human habitation; (ii) a hospital for
27 humans; (iii) a school for persons under 21 years of age; (iv) a daycare facility for children; and
28 (v) any permanently occupied human habitation, unless (A) it has been demonstrated to the
29 Water Board through further evaluation, which may include investigation or further remediation
30 as guided by the City Program that such use restrictions are no longer needed because there is
31 no longer any unacceptable risk; OR (B) engineering controls or other appropriate measures
32 approved by the Water Board are implemented to mitigate health risks to future residents from
33 residual petroleum in soil and/or groundwater.

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

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

6 *[Note: Section M will be included in all deeds for non-submerged parcels.]*
7

8 **M. RESERVATION OF ACCESS TO MONITORING**
9 **WELLS/PROHIBITION AGAINST DISTURBANCE.** Pursuant to California Civil Code
10 Section 1471, GRANTEE agrees, as a covenant running with the land, that GRANTOR, or its
11 officers, agents, employees, contractors and subcontractors, shall have the right to enter upon
12 the Property to perform any installation, removal, repair, operation and maintenance of
13 groundwater monitoring wells located on the Property. The GRANTEE further agrees, as a
14 covenant running with the land, that GRANTEE shall not alter, disturb, or remove any
15 groundwater monitoring wells, associated equipment or security features (such as locks on
16 monitoring wells, site fencing, or signs) without prior review and written approval by
17 GRANTOR. In the event that GRANTEE alters, disturbs or removes any groundwater
18 monitoring well, associated equipment or security feature required for groundwater monitoring
19 by GRANTOR, GRANTEE shall repair or replace such monitoring well, site fencing or security
20 feature, as the case may be, at its sole cost and expense. GRANTOR agrees to use reasonable
21 means to avoid and to minimize interference with the GRANTEE's quiet enjoyment of the
22 Property so as to not unreasonably interfere with GRANTEE's operations on or other uses of the
23 Property. If at any future time, GRANTEE determines that the monitoring wells unduly interfere
24 with any of its activities, it shall grant to GRANTOR, without charge, a substitute right of access
25 permitting the GRANTOR to relocate the monitoring wells, or portion thereof, on adjacent
26 GRANTEE property, at the GRANTEE'S cost and expense. The substitute right of access shall
27 contain the same terms and conditions as those of this covenant. In the event the GRANTOR
28 abandons any monitoring well after the date of this Quitclaim Deed, GRANTOR'S rights under
29 this covenant with respect to such abandoned monitoring well shall automatically terminate.
30 The land to be affected by said covenants shall be the Property or any portion thereof.
31 GRANTEE and all successive owners of the Property or any portion thereof, and their assigns,
32 are hereby bound by such covenants for the benefit of GRANTOR as the covenantee.

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

1 *[Note: Section O will be included in all deeds for non-submerged parcels.]*
2

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

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

14 *[Note: Section Q will be included in all deeds for non-submerged parcels and Parcel [__].]*
15

16 **Q. PESTICIDE NOTIFICATION.** *The GRANTEE is hereby notified that*
17 *the Property [or if limited to certain parcel(s) – Parcel ALA-__-EDC] may contain pesticide*
18 *residue from pesticides that have been applied in the management of the Property [or if limited*
19 *to certain parcel(s) – Parcel ALA-__-EDC]. The GRANTOR knows of no use of any registered*
20 *pesticide in a manner inconsistent with its labeling and believes that all applications were made*
21 *in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA - 7 U.S.C.*
22 *Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such*
23 *substances. It is the GRANTOR's position that it shall have no obligation under the covenants*
24 *provided pursuant to section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response,*
25 *Compensation and Liability Act of 1980, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the*
26 *remediation of legally applied pesticides.*

27 **R. BIOLOGICAL OPINION RESTRICTIONS.** The GRANTEE is
28 hereby notified and does hereby acknowledge that the Property is subject to certain avoidance
29 and minimization measures and terms and conditions relating to the management and use of the
30 Property as set forth in the Biological Opinion on the Proposed Naval Air Station Alameda
31 Disposal and Reuse Project in the City of Alameda, Alameda County, California issued by the
32 United States Department of Interior, Fish and Wildlife Service (Service) on August 29, 2012
33 (2012 Biological Opinion), which constitute prohibitions and restrictions on use of the Property.
34 The Property is the subject of a recorded Declaration of Restrictions that identifies such
35 prohibitions and restrictions on use of the Property, executed by GRANTOR and recorded in the
36 official public records of the Alameda County Clerk-Recorder's Office and the City and County
37 of San Francisco Office of the Assessor-Recorder.

38 *[Note: Section S will be included in deeds that include Parcel(s) with a building(s).]*
39

40 **S. POLYCHLORINATED BIPHENYLS (PCBs).** *The GRANTEE is hereby*
41 *notified and does acknowledge that certain portions of the improvements on the Property [or if*
42 *limited to certain parcel(s) – Parcel ALA-__-EDC] may contain PCBs. Prior to beginning any*

1 maintenance, alterations, demolition, restoration, or construction work affecting fluorescent
2 light fixtures, the GRANTEE must determine if PCB ballasts are present. If present, GRANTEE
3 shall dispose of PCB ballasts and/or fixtures at its expense in accordance with applicable
4 Federal, State, and local laws and regulations relating to PCBs. The GRANTEE is hereby
5 notified and does acknowledge that buildings constructed or renovated between 1950 and 1978
6 have the potential to have PCBs contained within caulking, and those PCBs can migrate from
7 the caulk into air, dust and surrounding material, such as wood, bricks and soil. Such materials
8 must be handled, managed and disposed of during maintenance and/or renovations by the
9 GRANTEE at its expense in accordance with applicable Federal, State, and local laws and
10 regulations relating to PCBs.

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

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

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

25
26 **U. HISTORIC PROPERTY.** The GRANTEE is hereby notified that the
27 Property is directly adjacent to the south jetty of the Oakland Inner Harbor Jetties and Federal
28 Channel Historic District, a historic property formally determined as eligible for listing on the
29 National Register of Historic Places (NRHP) by the Army Corps of Engineers in consultation
30 with the California State Historic Preservation Officer (“SHPO”).

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

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

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

3
4 **W. RESERVATION OF EXCLUSIVE USE AREA.** GRANTEE agrees and
5 acknowledges that GRANTOR retains exclusive use of portions of Building [xx]
6 located in Parcel ALA-[]-EDC, in accordance with the terms and conditions of a recorded
7 lease by and between GRANTOR and GRANTEE.

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

13 The failure of GRANTOR to insist in any one or more instances upon complete
14 performance of the conditions subsequent, terms, or covenants of this Quitclaim Deed shall not
15 be construed as a waiver of, or a relinquishment of GRANTOR's right to future performance of
16 any of those conditions subsequent, terms and covenants and the GRANTEE's obligations with
17 respect to such future performance shall continue in full force and effect.
18

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

23 If to the GRANTEE: [], City Manager
24 City of Alameda
25 Alameda City Hall
26 2263 Santa Clara Avenue
27 Alameda, CA 94501-4456
28

29 If to the Government: United States Navy
30 BRAC Program Management Office West
31 1455 Frazee Road Suite 900
32 San Diego, CA 92108
33 Attention: Director
34

35 If to U.S. EPA: U.S. Environmental Protection Agency
36 Federal Facilities Site Cleanup Branch
37 Superfund Division
38 75 Hawthorne Street
39 San Francisco, CA 94105
40 Attention: Chief
41

1 If to RWQCB: California Regional Water Quality Control Board
2 San Francisco Bay Region
3 1515 Clay Street, Suite 1400
4 Oakland, California 94612
5 Attention: Bruce H. Wolfe, Executive Officer
6
7 If to DTSC: Department of Toxic Substances Control
8 700 Heinz Avenue
9 Berkeley, CA 94710
10 Attention: [_____]
11 Alameda Remedial Project Manager
12

13 *[Note: List of exhibits to be updated for each Deed.]*
14

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

- 17 **A.** Exhibit “A” – Legal Descriptions and Plats of the Property
- 18 **B.** Exhibit “B” – Hazardous Substances Notification
- 19 **C.** *Exhibit “C” – Land Use Controls Compliance Certificate*
- 20 **D.** *Exhibit “D” – Marsh Crust Covenant*

21
22 **[SIGNATURE PAGE FOLLOWS]**
23

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 [_____]
12 Real Estate Contracting Officer
13

14
15 Date: _____
16

17 **ACCEPTANCE:**
18

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 [_____]
31 City Manager
32

33
34 Date: _____

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 2 Closing - Deed Matrix
Revised Version - 1/13/16

Parcel	IR Site	OU	Submerged?	Optional Recitals	ROD?	Notices	CERCLA Restrictions	Other Restrictions	CRUP (Owner)	Buildings Existing	Buildings Demolished
ALA-22-EDC	34	none	No	6th 7th 11th	Site 34	LBP (Section E)		Petroleum Option 1 Open (Section K -- has closed sites, too)	City (Water Board)	none	330, 331, 343, 344, 472, 474 through 477, 510, & 604
						ACM (Section F)		Petroleum Option 2 Closed (Section L)			
						CERCLA Covenant (due to IR Site)					
						Flood Plain Notification (Section O)					
						Pesticide Notification (Section O)					
						Biological Opinion Notification (Section R)					
						Wetlands (Section V)					
Historic Property adjacent (Section U)											
ALA-68-EDC	17	4B	Yes	6th 7th 9th 10th	Site 17	CERCLA Covenant (due to storage/release)	Dredging and sediment management must be conducted in compliance with an approved SMP Section H	Historic Resources (Section T)	Navy	Pier 1, Ramps 1 through 4	none
						Biological Opinion Notification (Section R)	Section I				
ALA-69-EDC	24	4B	Yes	6th 7th 11th?	Site 24 under lifoc?	CERCLA Covenant (due to storage/release)			none	Piers 1 through 3, Wharves 1 & 2	none
						Biological Opinion Notification (Section R)					
ALA-70-EDC	3	2B	No	6th 9th 10th 11th	OU-2B	LBP (Section E)	Residential (Section H.4 -- only (a) is in ROD, but DTSC wants whole section) Navy requests we start with what is in the ROD only.	Petroleum Option 1 Open (Section K -- has closed sites, too)	Navy	398 & 470	none
						ACM (Section F)	Section I	Monitoring Wells (Section M)	City (Marsh Crust)		
						CERCLA Covenant (due to storage/release)	Marsh Crust (Section J and Exhibit D)	PCBs (Section S)			
						Flood Plain Notification (Section O)					
						Pesticide Notification (Section O)					
						Biological Opinion Notification (Section R)					
ALA-71-EDC	3	2B	No	6th 9th 10th 11th	OU-2B	LBP (Section E)	Domestic use of shallow groundwater (Section H.1)	Petroleum Option 1 Open (Section K -- has closed sites, too)	Navy	71, 398, 470	109, 430
						ACM (Section F)	Drilling wells; disturbance of remedy components (Section H.6)	Monitoring Wells (Section M)	City (Marsh Crust)		
						CERCLA Covenant (due to storage/release)	Require Vapor intrusion mitigation systems on new buildings				
						Flood Plain Notification (Section O)	Schools, child care facilities, hospitals, senior care facilities, ground floor residential units, and any other sensitive uses (Section H.4 -- ground floor only)				
						Pesticide Notification (Section O)	Section I				
Biological Opinion Notification (Section R)	Marsh Crust (Section J and Exhibit D)										
ALA-72-EDC	3	2B	No	6th 7th 11th	OU-2B	LBP (Section E)	Marsh Crust (Section J and Exhibit D)	Monitoring Wells (Section M)	City (Marsh Crust)	112, 119, 222, 337, 517, 517A, & 527	222-1, 264, 548
						ACM (Section F)		PCBs (Section S)			
						CERCLA Covenant (due to storage/release)					
						Flood Plain Notification (Section O)					
						Pesticide Notification (Section O)					
						Biological Opinion Notification (Section R)					
ALA-73-EDC	none	N/A	No	11th		LBP (Section E)	Marsh Crust (Section J and Exhibit D)		City (Marsh Crust)	none	231
						ACM (Section F)					
						Flood Plain Notification (Section O)					
						Pesticide Notification (Section O)					
						Biological Opinion Notification (Section R)					
ALA-74-EDC	none	N/A	No	11th		LBP (Section E)		Petroleum Option 1 Open (Section K)	none	none	none
						ACM (Section F)		Monitoring Wells (Section M)			
						Flood Plain Notification (Section O)					
						Pesticide Notification (Section O)					
						Biological Opinion Notification (Section R)					

Alameda Point Phase 2 Closing - Deed Matrix
Revised Version - 1/13/16

Parcel	IR Site	OU	Submerged?	Optional Recitals	ROD?	Notices	CERCLA Restrictions	Other Restrictions	CRUP (Owner)	Buildings Existing	Buildings Demolished
ALA-75-EDC	16	1	No	6th	OU-1 (also Site 16 Soil ESD and Site 16 GW ESD)	LBP (Section E)	Sensitive uses (Section H.4)	Monitoring Wells (Section M)	Navy	unnamed storage units	none
				7th		ACM (Section F)	Drilling wells: disturbance of remedy components (Section H.6)	PCBs (Section S)	City (Marsh Crust)		
				9th		CERCLA Covenant (due to storage/release)	Section I				
				10th		Flood Plain Notification (Section O)	Marsh Crust (Section J and Exhibit D)				
				11th		Pesticide Notification (Section O)					
				11th		Biological Opinion Notification (Section R)					
ALA-76-EDC	16	1	No	6th	OU-1 (also Site 16 Soil ESD and Site 16 GW ESD)	LBP (Section E)	Marsh Crust (Section J and Exhibit D -- portion of Parcel only)	Petroleum Option 2 Closed (Section L)	City (Marsh Crust)	338A-1 through 4, 338B-1 through 4, 338C-1 through 4, 338D-1 & 2, 338E, 338F-1 through 4, 338G-1 through 4, 338H-1 through 4, and unnamed storage units	none
				7th		ACM (Section F)		Monitoring Wells (Section M)			
				11th		CERCLA Covenant (due to IR Site)		PCBs (Section S)			
				11th		Flood Plain Notification (Section O)					
				11th		Pesticide Notification (Section O)					
				11th		Biological Opinion Notification (Section R)					
ALA-77-EDC	16	1	No	6th	OU-1 (also Site 16 Soil ESD and Site 16 GW ESD)	LBP (Section E)	Sensitive uses (Section H.4)	Petroleum Option 1 Open (Section K)	Navy	608, 608-A & B, S608-1 through 3	402
				7th		ACM (Section F)	Drilling wells: disturbance of remedy components (Section H.6)	Monitoring Wells (Section M)	City (Marsh Crust)		
				9th		CERCLA Covenant (due to storage/release)	Section I	PCBs (Section S)			
				10th		Flood Plain Notification (Section O)	Marsh Crust (Section J and Exhibit D)				
				11th		Pesticide Notification (Section O)					
				11th		Biological Opinion Notification (Section R)					

OAKLAND INNER HARBOR



N72°49'42"W 6085.24' (6084.81' GRID)

ALA-06-EDC

POB

ALA-18-EDC

ALA-22-EDC
4.26 AC

ALA-17-EDC

S24°10'18"W(R)

S46°38'51"W(R)

DEPARTMENT OF
VETERANS AFFAIRS
623.56 AC
40 RS 98

ALA-16-EDC

LEGEND:

- POB = POINT OF BEGINNING
- (R) = RADIAL



GRAPHIC SCALE

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-22-EDC
ALAMEDA, CALIFORNIA

SEE SHEET 2 FOR COURSE
TABLES AND NOTE

DECEMBER 7, 2015

SHEET 1 OF 2

Carlson, Barbee & Gibson, Inc.

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

LINE TABLE		
NO	BEARING	LENGTH
L1	N72°49'42"W	249.56'
L2	S85°06'57"W	50.47'
L3	S80°16'53"W	50.35'
L4	N87°23'23"W	68.07'
L5	S17°13'05"W	203.10'
L6	N72°59'15"W	140.13'
L7	S17°13'10"W	96.31'
L8	N72°54'10"W	67.99'
L9	S15°29'05"W	94.38'
L10	S85°15'23"E	341.43'

LINE TABLE		
NO	BEARING	LENGTH
L11	S85°15'23"E	17.74'
L12	S81°21'34"E	42.87'
L13	N36°16'18"W	43.10'
L14	N09°52'35"W	107.16'
L15	N16°59'25"E	182.23'
L16	N65°06'06"E	14.61'
L17	N18°03'38"E	4.84'
L18	S73°06'42"E	114.70'
L19	N17°15'57"E	7.33'
L20	N17°15'57"E	102.10'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	480.03'	22°28'33"	188.31'

NOTE:

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



PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-22-EDC
ALAMEDA, CALIFORNIA

DECEMBER 7, 2015

SHEET 2 OF 2

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

2633 CAMINO RAMON, SUITE 350

SAN RAMON, CALIFORNIA, (925) 866-0322

**LEGAL DESCRIPTION
ALA-22-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 A POINT ON THE NORTHERN LINE OF SAID PARCEL 1, SAID POINT ALSO BEING THE NORTHWESTERN CORNER 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, FROM SAID POINT OF BEGINNING, ALONG SAID NORTHERN LINE OF PARCEL 1, NORTH 72°49'42" WEST 249.56 FEET TO THE EASTERN CORNER OF PARCEL ALA-06-EDC, AS SAID PARCEL ALA-06-EDC IS DESCRIBED IN SAID DEED (2013-199794);

THENCE, FROM SAID EASTERN CORNER, ALONG THE SOUTHEASTERN LINE OF SAID PARCEL ALA-06-EDC, THE FOLLOWING EIGHT (8) COURSES:

- 1) SOUTH 85°06'57" WEST 50.47 FEET,
- 2) SOUTH 80°16'53" WEST 50.35 FEET,
- 3) NORTH 87°23'23" WEST 68.07 FEET,
- 4) SOUTH 17°13'05" WEST 203.10 FEET,
- 5) NORTH 72°59'15" WEST 140.13 FEET,
- 6) SOUTH 17°13'10" WEST 96.31 FEET,
- 7) NORTH 72°54'10" WEST 67.99 FEET, AND
- 8) SOUTH 15°29'05" WEST 94.38 FEET TO A POINT ON THE NORTHERN 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 NORTHERN LINE OF SAID 623.56 ACRE PARCEL, ALONG THE ARC OF A NON-TANGENT 480.03 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 24°10'18" WEST, THROUGH A CENTRAL ANGLE OF 22°28'33", AN ARC DISTANCE OF 188.31 FEET TO THE NORTHWESTERN CORNER OF PARCEL ALA-16-EDC, AS SAID PARCEL ALA-16-EDC IS DESCRIBED IN SAID DEED (2013-199794), THE RADIAL TO SAID POINT BEARS NORTH 46°38'51" EAST;

THENCE, LEAVING SAID NORTHERN LINE OF SAID 623.56 ACRE PARCEL, ALONG THE NORTHERN LINE OF SAID PARCEL ALA-16-EDC (2013-199794), SOUTH 85°15'23" EAST 341.43 FEET TO THE NORTHEASTERN CORNER OF SAID PARCEL ALA-16-EDC (2013-199794), SAID CORNER ALSO BEING A POINT ON THE WESTERN LINE OF PARCEL ALA-17-EDC, AS SAID PARCEL ALA-17-EDC IS DESCRIBED IN SAID DEED (2013-199794);

THENCE, ALONG SAID WESTERN LINE AND THE NORTHERN LINE OF SAID PARCEL ALA-17-EDC (2013-199794), THE FOLLOWING NINE (9) COURSES:

- 1) SOUTH 85°15'23" EAST 17.74 FEET,
- 2) SOUTH 81°21'34" EAST 42.87 FEET,
- 3) NORTH 36°16'18" WEST 43.10 FEET,
- 4) NORTH 09°52'35" WEST 107.16 FEET,
- 5) NORTH 16°59'25" EAST 182.23 FEET,
- 6) NORTH 65°06'06" EAST 14.61 FEET,
- 7) NORTH 18°03'38" EAST 4.84 FEET,
- 8) SOUTH 73°06'42" EAST 114.70 FEET, AND
- 9) NORTH 17°15'57" EAST 7.33 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL ALA-18-EDC (2013-199794);

THENCE, ALONG SAID WESTERN LINE OF PARCEL ALA-18-EDC, NORTH 17°15'57"
EAST 102.10 FEET TO SAID POINT OF BEGINNING.

CONTAINING 4.26 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.

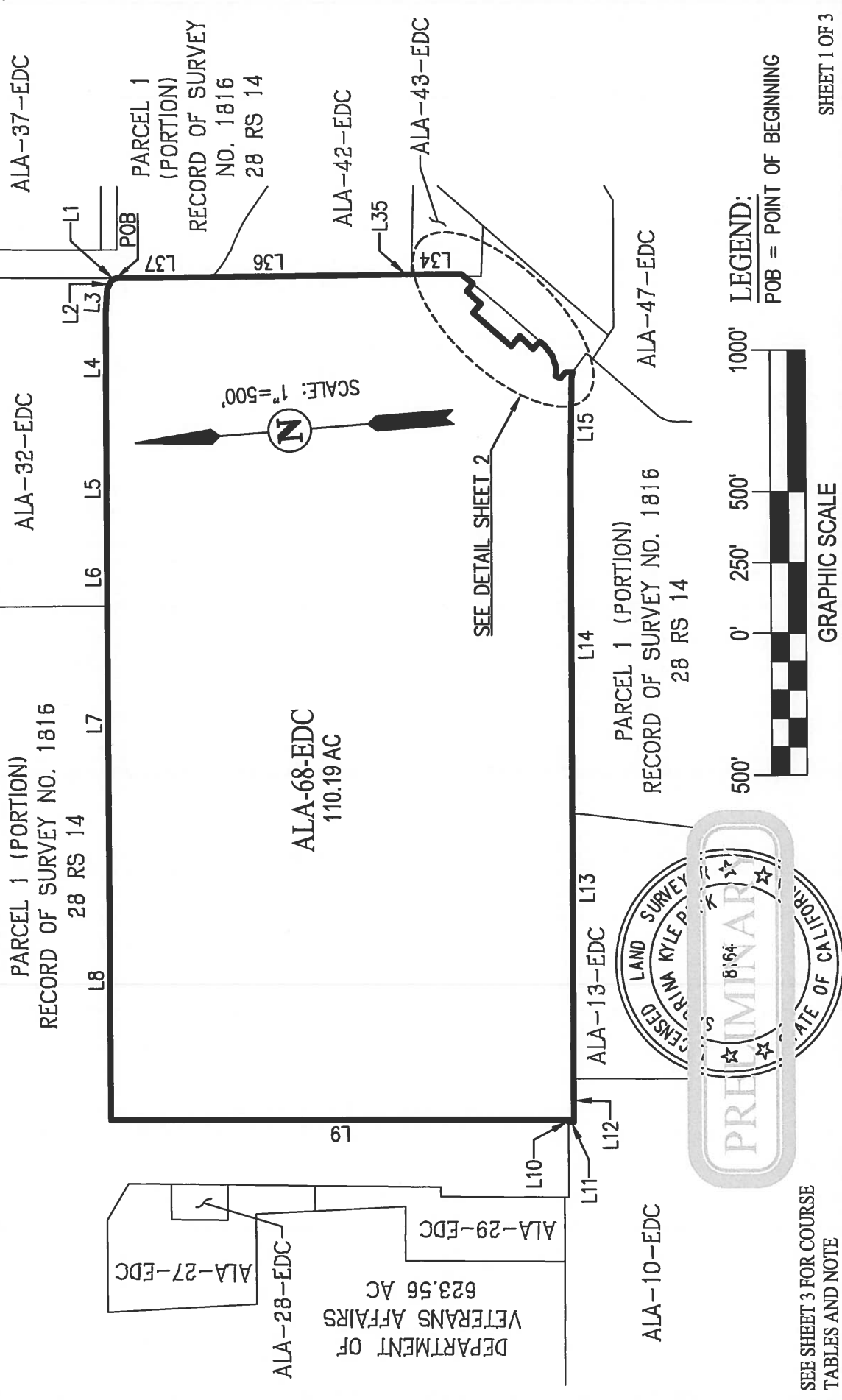
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

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

END OF DESCRIPTION

PRELIMINARY

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

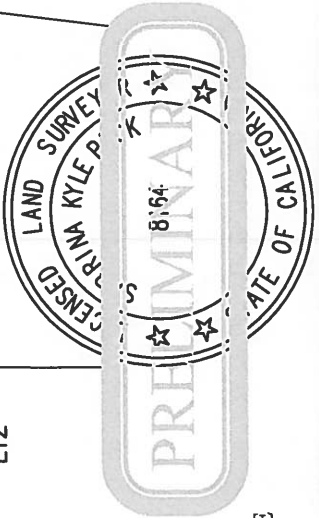


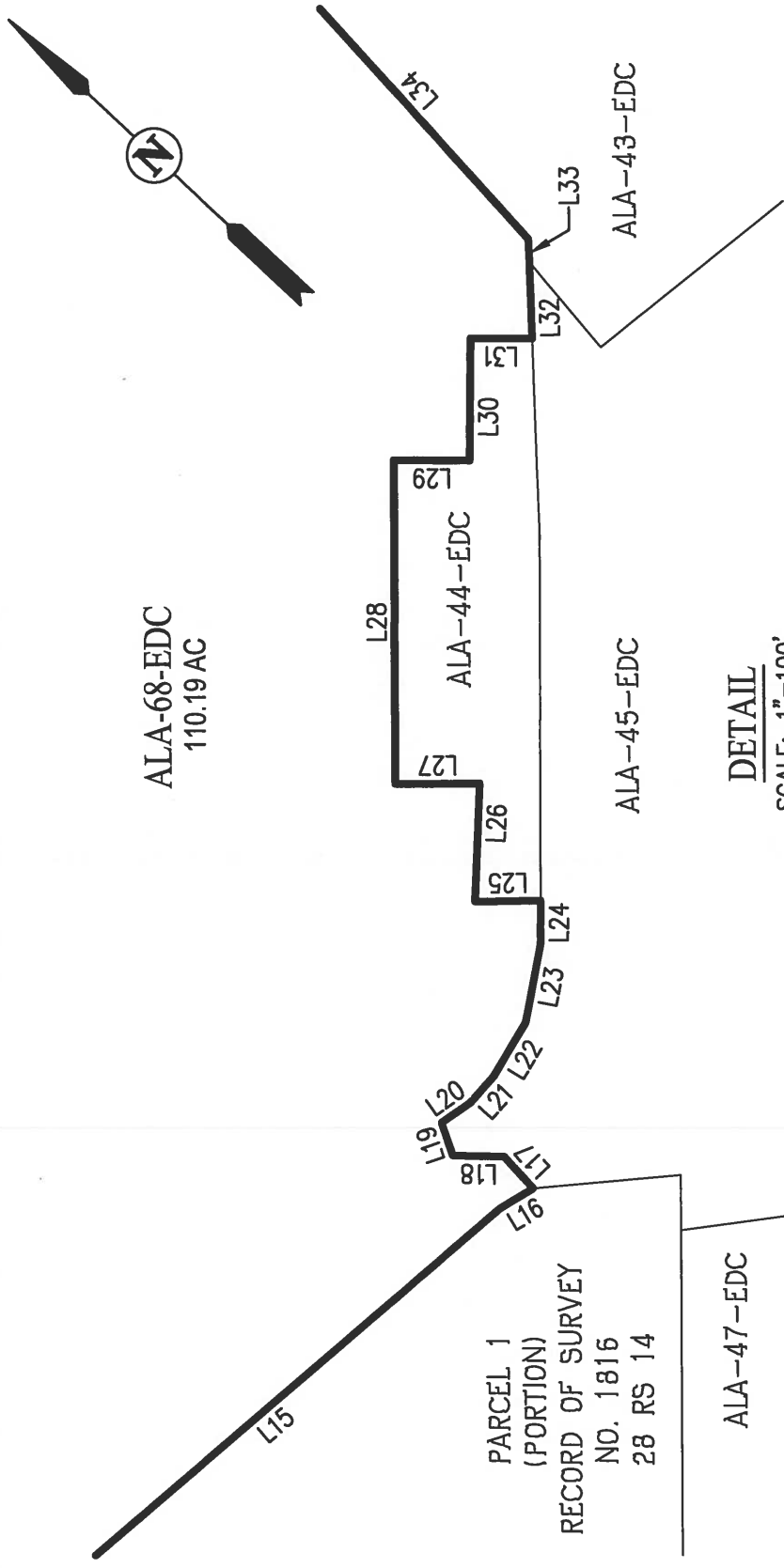
PLAT TO ACCOMPANY LEGAL DESCRIPTION

Carlson, Barbee & Gibson, Inc.

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

ALA-68-EDC
ALAMEDA, CALIFORNIA
DECEMBER 3, 2015





ALA-68-EDC
110.19 AC

L28

ALA-44-EDC

ALA-45-EDC

ALA-43-EDC

DETAIL
SCALE: 1"=100'

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

ALA-47-EDC



GRAPHIC SCALE

PRELIMINARY

SEE SHEET 3 FOR COURSE TABLES AND NOTE

SHEET 2 OF 3

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-68-EDC
ALAMEDA, CALIFORNIA
DECEMBER 3, 2015

Carlson, Barbee & Gibson, Inc.

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

LINE TABLE		
NO	BEARING	LENGTH
L1	N17°12'35"W	17.30'
L2	N57°31'44"W	34.81'
L3	N80°57'08"W	80.89'
L4	N85°03'26"W	434.78'
L5	N85°03'34"W	380.86'
L6	N85°12'09"W	224.90'
L7	N85°12'09"W	825.27'
L8	N85°13'14"W	987.51'
L9	S04°47'18"W	1619.47'
L10	N85°02'09"W	9.91'
L11	S04°43'19"W	18.22'
L12	S85°07'14"E	153.78'
L13	S85°07'14"E	935.43'

LINE TABLE		
NO	BEARING	LENGTH
L14	S85°07'14"E	1192.66'
L15	S84°22'28"E	344.40'
L16	S74°54'57"E	21.75'
L17	N03°37'39"E	23.71'
L18	N42°48'38"W	28.50'
L19	N27°23'20"E	19.28'
L20	S78°22'17"E	19.40'
L21	N88°12'53"E	19.26'
L22	N77°17'52"E	35.11'
L23	N57°24'22"E	44.37'
L24	N46°16'23"E	23.87'
L25	N44°49'21"W	36.53'
L26	N48°46'37"E	65.48'

LINE TABLE		
NO	BEARING	LENGTH
L27	N44°16'19"W	46.74'
L28	N46°08'25"E	179.09'
L29	S43°29'59"E	42.13'
L30	N46°46'51"E	67.58'
L31	S43°43'52"E	34.18'
L32	N44°12'14"E	42.38'
L33	N44°12'14"E	12.65'
L34	N04°10'26"E	174.81'
L35	N04°10'26"E	38.43'
L36	N04°10'05"E	661.92'
L37	N04°09'53"E	340.80'

NOTE:

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



SHEET 3 OF 3

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-68-EDC
 ALAMEDA, CALIFORNIA
 DECEMBER 3, 2015

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

**LEGAL DESCRIPTION
ALA-68-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-32-EDC, AS SAID PARCEL ALA-32-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199807, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHERN LINE OF SAID PARCEL ALA-32-EDC (2013-199807), THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 17°12'35" WEST 17.30 FEET,
- 2) NORTH 57°31'44" WEST 34.81 FEET,
- 3) NORTH 80°57'08" WEST 80.89 FEET,
- 4) NORTH 85°03'26" WEST 434.78 FEET,
- 5) NORTH 85°03'34" WEST 380.86 FEET, AND
- 6) NORTH 85°12'09" WEST 224.90 FEET;

THENCE, LEAVING SAID SOUTHERN LINE OF PARCEL ALA-32-EDC (2013-199807), NORTH 85°12'09" WEST 825.27 FEET;

THENCE, NORTH 85°13'14" WEST 987.51 FEET;

THENCE, SOUTH 04°47'18" WEST 1,619.47 FEET;

THENCE, NORTH 85°02'09" WEST 9.91 FEET TO A POINT ON THE NORTHERN LINE OF PARCEL ALA-10-EDC, AS SAID PARCEL 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 NORTHERN LINE OF PARCEL ALA-10-EDC (2013-199789), THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 04°43'19" WEST 18.22 FEET, AND

- 2) SOUTH 85°07'14" EAST 153.78 FEET TO THE NORTHWESTERN CORNER OF PARCEL ALA-13-EDC, AS SAID PARCEL ALA-13-EDC IS DESCRIBED IN SAID QUITCLAIM DEED (2013-199789);

THENCE, FROM SAID NORTHWESTERN CORNER OF PARCEL ALA-13-EDC (2013-199789), ALONG THE NORTHERN LINE OF SAID PARCEL ALA-13-EDC (2013-199789), SOUTH 85°07'14" EAST 935.43 FEET;

THENCE, LEAVING SAID NORTHERN LINE OF PARCEL ALA-13-EDC (2013-199789), ALONG THE EASTERLY PROLONGATION OF SAID NORTHERN LINE OF PARCEL ALA-13-EDC (2013-199789), SOUTH 85°07'14" EAST 1,192.66 FEET;

THENCE, LEAVING SAID EASTERLY PROLONGATION, SOUTH 84°22'28" EAST 344.40 FEET;

THENCE, SOUTH 74°54'57" EAST 21.75 FEET TO A POINT ON THE WESTERN LINE OF PARCEL ALA-45-EDC, AS SAID PARCEL ALA-45-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199816, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID WESTERN LINE OF PARCEL ALA-45-EDC (2013-199816), THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 03°37'39" EAST 23.71 FEET,
- 2) NORTH 42°48'38" WEST 28.50 FEET,
- 3) NORTH 27°23'20" EAST 19.28 FEET,
- 4) SOUTH 78°22'17" EAST 19.40 FEET,
- 5) NORTH 88°12'53" EAST 19.26 FEET,
- 6) NORTH 77°17'52" EAST 35.11 FEET,
- 7) NORTH 57°24'22" EAST 44.37 FEET, AND
- 8) NORTH 46°16'23" EAST 23.87 FEET TO THE SOUTHERN CORNER OF PARCEL ALA-44-EDC, AS SAID PARCEL ALA-44-EDC IS DESCRIBED IN SAID QUITCLAIM DEED (2013-199789);

THENCE, FROM SAID SOUTHERN CORNER OF PARCEL ALA-44-EDC (2013-199789), ALONG THE BOUNDARY LINE OF SAID PARCEL ALA-44-EDC (2013-199789), THE FOLLOWING SEVEN (7) COURSES:

- 1) NORTH 44°49'21" WEST 36.53 FEET,
- 2) NORTH 48°46'37" EAST 65.48 FEET,
- 3) NORTH 44°16'19" WEST 46.74 FEET,
- 4) NORTH 46°08'25" EAST 179.09 FEET,

- 5) SOUTH 43°29'59" EAST 42.13 FEET,
- 6) NORTH 46°46'51" EAST 67.58 FEET, AND
- 7) SOUTH 43°43'52" EAST 34.18 FEET TO A POINT ON SAID WESTERN LINE OF PARCEL ALA-45-EDC (2013-199816);

THENCE, ALONG SAID WESTERN LINE OF PARCEL ALA-45-EDC (2013-199816), NORTH 44°12'14" EAST 42.38 FEET TO A POINT ON THE WESTERN LINE OF PARCEL ALA-43-EDC, AS SAID PARCEL ALA-43-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199815, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID WESTERN LINE OF PARCEL ALA-43-EDC (2013-199815), THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 44°12'14" EAST 12.65 FEET, AND
- 2) NORTH 04°10'26" EAST 174.81 FEET TO THE SOUTHWESTERN CORNER OF PARCEL ALA-42-EDC, AS SAID PARCEL ALA-42-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199814, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID SOUTHWESTERN CORNER OF PARCEL ALA-42-EDC (2013-199814), ALONG THE WESTERN LINE OF SAID PARCEL ALA-42-EDC (2013-199814), THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 04°10'26" EAST 38.43 FEET, AND
- 2) NORTH 04°10'05" EAST 661.92 FEET TO THE NORTHWESTERN CORNER OF SAID PARCEL ALA-42-EDC (2013-199814);

THENCE, LEAVING SAID NORTHWESTERN CORNER OF PARCEL ALA-42-EDC (2013-199814), NORTH 04°09'53" EAST 340.80 FEET TO SAID POINT OF BEGINNING.

CONTAINING 110.19 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

PRELIMINARY

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Closure Report

Parcel Name: Site 1 – ALA-68-EDC

Description:

Process segment order counterclockwise: True

Enable mapcheck across chord: False

North:2,111,433.7100'

East:6,041,986.5400'

Segment# 1: Line

Course: N17°12'35"W

Length: 17.30'

North: 2,111,450.2354'

East: 6,041,981.4214'

Segment# 2: Line

Course: N57°31'44"W

Length: 34.81'

North: 2,111,468.9240'

East: 6,041,952.0536'

Segment# 3: Line

Course: N80°57'08"W

Length: 80.89'

North: 2,111,481.6446'

East: 6,041,872.1700'

Segment# 4: Line

Course: N85°03'26"W

Length: 434.78'

North: 2,111,519.1056'

East: 6,041,439.0069'

Segment# 5: Line

Course: N85°03'34"W

Length: 380.86'

North: 2,111,551.9061'

East: 6,041,059.5619'

Segment# 6: Line

Course: N85°12'09"W

Length: 1,050.17'

North: 2,111,639.7364'

East: 6,040,013.0712'

Segment# 7: Line

Course: N85°13'14"W

Length: 987.51'

North: 2,111,722.0161'

East: 6,039,028.9949'

Segment# 8: Line

Course: S4°47'18"W Length: 1,619.47'
North: 2,110,108.1982' East: 6,038,893.8098'

Segment# 9: Line
Course: N85°02'09"W Length: 9.91'
North: 2,110,109.0558' East: 6,038,883.9370'

Segment# 10: Line
Course: S4°43'19"W Length: 18.22'
North: 2,110,090.8976' East: 6,038,882.4371'

Segment# 11: Line
Course: S85°07'14"E Length: 2,281.87'
North: 2,109,896.8030' East: 6,041,156.0373'

Segment# 12: Line
Course: S84°22'28"E Length: 344.40'
North: 2,109,863.0425' East: 6,041,498.7786'

Segment# 13: Line
Course: S74°54'57"E Length: 21.75'
North: 2,109,857.3824' East: 6,041,519.7792'

Segment# 14: Line
Course: N3°37'39"E Length: 23.71'
North: 2,109,881.0449' East: 6,041,521.2793'

Segment# 15: Line
Course: N42°48'38"W Length: 28.50'
North: 2,109,901.9526' East: 6,041,501.9114'

Segment# 16: Line
Course: N27°23'20"E Length: 19.28'
North: 2,109,919.0714' East: 6,041,510.7807'

Segment# 17: Line
Course: S78°22'17"E Length: 19.40'

North: 2,109,915.1610'

East: 6,041,529.7825'

Segment# 18: Line

Course: N88°12'53"E

Length: 19.26'

North: 2,109,915.7610'

East: 6,041,549.0332'

Segment# 19: Line

Course: N77°17'52"E

Length: 35.11'

North: 2,109,923.4811'

East: 6,041,583.2839'

Segment# 20: Line

Course: N57°24'22"E

Length: 44.37'

North: 2,109,947.3824'

East: 6,041,620.6661'

Segment# 21: Line

Course: N46°16'23"E

Length: 23.87'

North: 2,109,963.8819'

East: 6,041,637.9155'

Segment# 22: Line

Course: N44°49'21"W

Length: 36.53'

North: 2,109,989.7924'

East: 6,041,612.1651'

Segment# 23: Line

Course: N48°46'37"E

Length: 65.48'

North: 2,110,032.9432'

East: 6,041,661.4158'

Segment# 24: Line

Course: N44°16'19"W

Length: 46.74'

North: 2,110,066.4107'

East: 6,041,628.7883'

Segment# 25: Line

Course: N46°08'25"E

Length: 179.09'

North: 2,110,190.5013'

East: 6,041,757.9191'

Segment# 26: Line

Course: S43°29'59"E

Length: 42.13'

North: 2,110,159.9411'

East: 6,041,786.9193'

Segment# 27: Line
Course: N46°46'51"E Length: 67.58'
North: 2,110,206.2193' East: 6,041,836.1675'

Segment# 28: Line
Course: S43°43'52"E Length: 34.18'
North: 2,110,181.5211' East: 6,041,859.7953'

Segment# 29: Line
Course: N44°12'14"E Length: 42.38'
North: 2,110,211.9017' East: 6,041,889.3432'

Segment# 30: Line
Course: N44°12'14"E Length: 12.65'
North: 2,110,220.9701' East: 6,041,898.1630'

Segment# 31: Line
Course: N4°10'26"E Length: 213.24'
North: 2,110,433.6445' East: 6,041,913.6833'

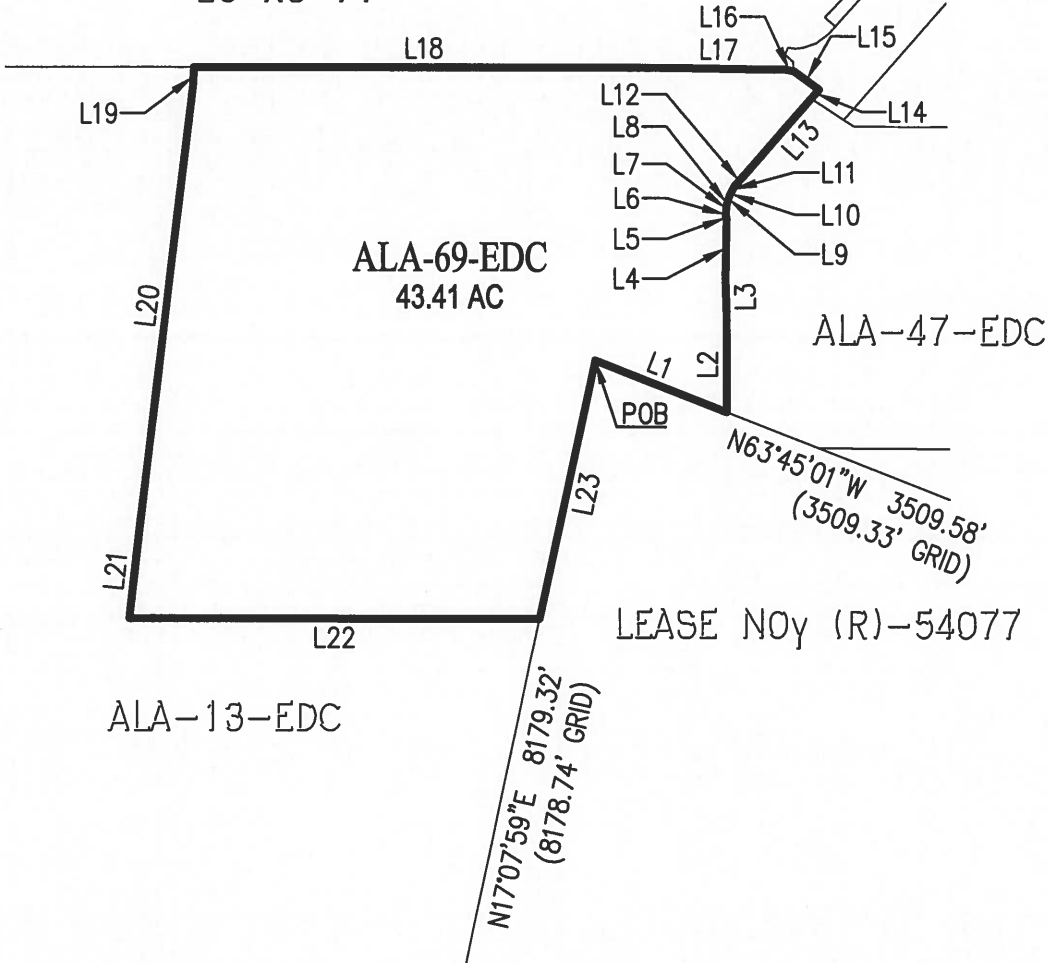
Segment# 32: Line
Course: N4°10'05"E Length: 661.92'
North: 2,111,093.8138' East: 6,041,961.7931'

Segment# 33: Line
Course: N4°09'53"E Length: 340.80'
North: 2,111,433.7139' East: 6,041,986.5434'

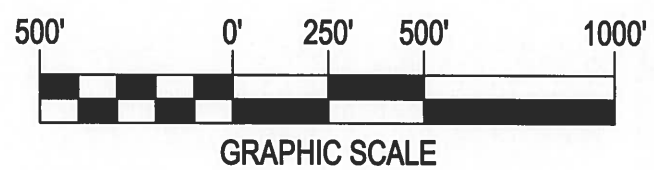
Perimeter: 9,238.16' Area: 110.19Acre
Error Closure: 0.0052 Course: N41°14'51"E
Error North : 0.00389 East: 0.00341

Precision 1: 1,776,569.23

PARCEL 1 (PORTION)
 RECORD OF SURVEY NO. 1816 ALA-45-EDC
 28 RS 14



LEGEND:
 POB = POINT OF BEGINNING



PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-69-EDC
 ALAMEDA, CALIFORNIA
 FEBRUARY 17, 2015

SEE SHEET 2 FOR COURSE
 TABLES AND NOTE

SHEET 1 OF 2

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

LINE TABLE		
NO	BEARING	LENGTH
L1	S63°45'01"E	368.96'
L2	N04°53'06"E	249.95'
L3	N03°28'21"E	99.06'
L4	N05°56'07"E	157.05'
L5	N51°07'37"W	1.26'
L6	N04°03'04"E	14.16'
L7	N10°47'09"E	18.01'
L8	N17°45'07"E	9.02'
L9	N24°12'53"E	17.99'
L10	N30°36'23"E	9.07'
L11	N34°15'34"E	15.63'
L12	N46°23'43"E	41.24'

LINE TABLE		
NO	BEARING	LENGTH
L13	N46°04'14"E	264.06'
L14	N46°04'14"E	30.42'
L15	N48°55'48"W	82.22'
L16	N74°54'57"W	21.75'
L17	N84°22'28"W	344.40'
L18	N85°07'14"W	1192.66'
L19	S08°16'04"W	47.71'
L20	S11°53'34"W	1165.99'
L21	S11°24'15"W	229.21'
L22	S85°04'45"E	1064.53'
L23	N17°07'59"E	687.78'

NOTE:

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

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-69-EDC
 ALAMEDA, CALIFORNIA
 FEBRUARY 17, 2015

SHEET 2 OF 2

Carlson, Barbee & Gibson, Inc.

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

**LEGAL DESCRIPTION
ALA-69-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 A POINT ON THE SOUTHERN LINE OF SAID PARCEL 1, SAID POINT BEING THE NORTHWESTERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS, "NORTH 63°45'01" WEST 3,509.33 FEET", ON SHEET 12 OF 12 OF SAID RECORD OF SURVEY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID SOUTHERN LINE, SOUTH 63°45'01" EAST 368.96 TO A POINT ON THE WESTERN LINE OF PARCEL ALA-47-EDC, AS SAID PARCEL ALA-47-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199818, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID WESTERN LINE OF PARCEL ALA-47-EDC, THE FOLLOWING TWELVE (12) COURSES:

- 1) NORTH 04°53'06" EAST 249.95 FEET,
- 2) NORTH 03°28'21" EAST 99.06 FEET,
- 3) NORTH 05°56'07" EAST 157.05 FEET,
- 4) NORTH 51°07'37" WEST 1.26 FEET,
- 5) NORTH 04°03'04" EAST 14.16 FEET,
- 6) NORTH 10°47'09" EAST 18.01 FEET,
- 7) NORTH 17°45'07" EAST 9.02 FEET,
- 8) NORTH 24°12'53" EAST 17.99 FEET,
- 9) NORTH 30°36'23" EAST 9.07 FEET,
- 10) NORTH 34°15'34" EAST 15.63 FEET,
- 11) NORTH 46°23'43" EAST 41.24 FEET, AND

- 12) NORTH 46°04'14" EAST 264.06 FEET TO A POINT ON THE WESTERN LINE OF PARCEL ALA-45-EDC, AS SAID PARCEL ALA-45-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199816, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID WESTERN LINE OF PARCEL ALA-45-EDC (2013-199816), THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 46°04'14" EAST 30.42 FEET, AND
- 2) NORTH 48°55'48" WEST 82.22 FEET;

THENCE, LEAVING SAID WESTERN LINE OF PARCEL ALA-45-EDC, NORTH 74°54'57" WEST 21.75 FEET,

THENCE, NORTH 84°22'28" WEST 344.40 FEET;

THENCE, NORTH 85°07'14" WEST 1,192.66 FEET TO THE NORTHEASTERN CORNER OF PARCEL ALA-13-EDC, AS SAID PARCEL ALA-13-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 THE EASTERN LINE OF SAID PARCEL ALA-13-EDC (2013-199789), THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 08°16'04" WEST 47.71 FEET,
- 2) SOUTH 11°53'34" WEST 1,165.99 FEET,
- 3) SOUTH 11°24'15" WEST 229.21 FEET, AND
- 4) SOUTH 85°04'45" EAST 1,064.53 FEET TO A POINT ON THE SOUTHEASTERN LINE OF SAID PARCEL 1 (28 RS 14);

THENCE, ALONG SAID SOUTHEASTERN LINE OF PARCEL 1, NORTH 17°07'59" EAST
687.78 FEET TO SAID POINT OF BEGINNING.

CONTAINING 43.41 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.

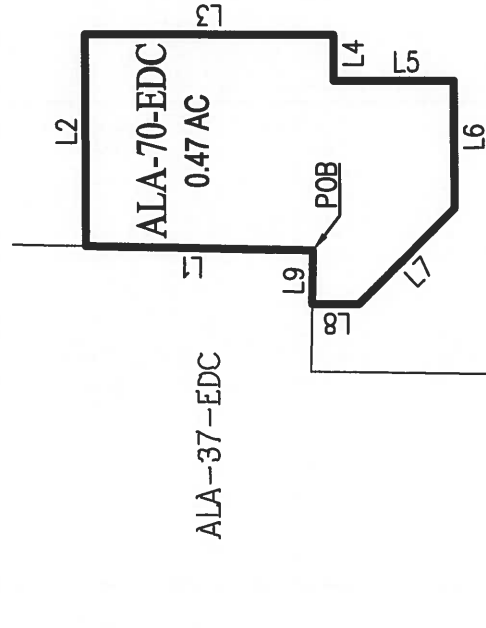
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

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

END OF DESCRIPTION

PRELIMINARY

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164



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

LINE TABLE		
NO	BEARING	LENGTH
L1	N05°47'23"E	118.09'
L2	S85°12'59"E	110.15'
L3	S04°55'13"W	129.21'
L4	N85°12'59"W	23.74'
L5	S04°47'01"W	62.37'

LINE TABLE		
NO	BEARING	LENGTH
L6	N85°12'59"W	66.31'
L7	N40°05'43"W	70.58'
L8	N04°54'17"E	24.05'
L9	S84°03'45"E	27.90'

NOTE:

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

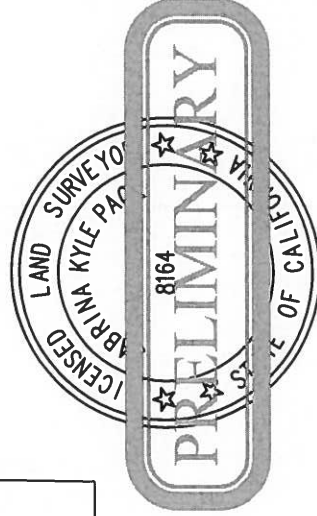


GRAPHIC SCALE

LEGEND:

POB = POINT OF BEGINNING

SHEET 1 OF 1



PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-70-EDC
 ALAMEDA, CALIFORNIA
 FEBRUARY 17, 2015

Carlson, Barbee & Gibson, Inc.

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

**LEGAL DESCRIPTION
ALA-70-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 A POINT ON THE SOUTHERN LINE 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 SAID COUNTY RECORDER OF ALAMEDA COUNTY, SAID POINT BEING THE EASTERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS, "L37, NORTH 84°03'45" WEST 62.84 FEET", IN SAID DEED (2013-199810);

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID SOUTHERN LINE, NORTH 05°47'23" EAST 118.09 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, SOUTH 85°12'59" EAST 110.15 FEET;

THENCE, SOUTH 04°55'13" WEST 129.21 FEET;

THENCE, NORTH 85°12'59" WEST 23.74 FEET;

THENCE, SOUTH 04°47'01" WEST 62.37 FEET;

THENCE, NORTH 85°12'59" WEST 66.31 FEET;

THENCE, NORTH 40°05'43" WEST 70.58 FEET;

THENCE, NORTH 04°54'17" EAST 24.05 FEET TO A POINT ON SAID SOUTHERN LINE OF PARCEL ALA-37-EDC;

THENCE, ALONG SAID SOUTHERN LINE, SOUTH 84°03'45" EAST 27.90 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.

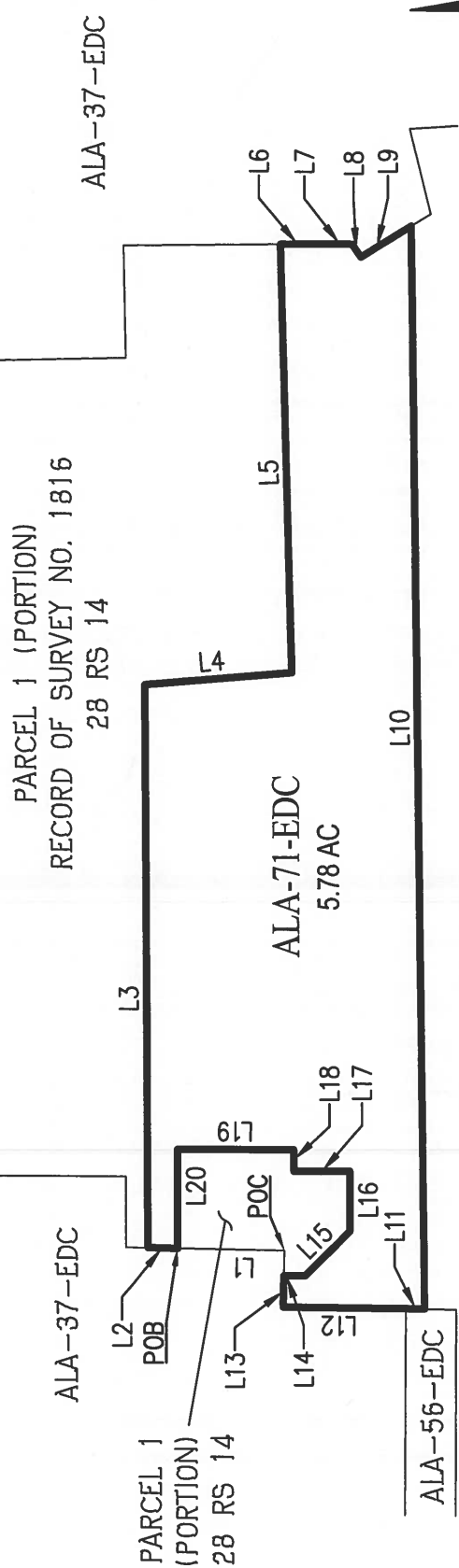
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

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

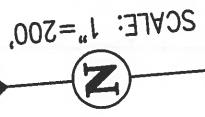
END OF DESCRIPTION

PRELIMINARY

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164



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



LEGEND:
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT

SHEET 1 OF 2

SEE SHEET 2 FOR COURSE
TABLES AND NOTE



PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-71-EDC
ALAMEDA, CALIFORNIA
JULY 27, 2015

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

LINE TABLE		
NO	BEARING	LENGTH
L1	N05°47'23"E	118.09'
L2	N05°47'23"E	33.17'
L3	S85°20'55"E	626.66'
L4	S00°02'16"W	163.71'
L5	S86°32'24"E	477.57'
L6	S04°12'12"W	38.69'
L7	S04°52'45"W	41.15'
L8	S61°19'46"W	17.53'

LINE TABLE		
NO	BEARING	LENGTH
L9	S27°10'13"E	66.00'
L10	N85°44'18"W	1205.64'
L11	N05°27'05"E	21.00'
L12	N05°27'05"E	136.21'
L13	S84°03'45"E	34.94'
L14	S04°54'17"W	24.05'
L15	S40°05'43"E	70.58'
L16	S85°12'59"E	66.31'

LINE TABLE		
NO	BEARING	LENGTH
L17	N04°47'01"E	62.37'
L18	S85°12'59"E	23.74'
L19	N04°55'13"E	129.21'
L20	N85°12'59"W	110.15'

NOTE:

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

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-71-EDC
 ALAMEDA, CALIFORNIA
 JULY 27, 2015

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

**LEGAL DESCRIPTION
ALA-71-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 A POINT ON THE SOUTHERN LINE 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, SAID POINT BEING THE SOUTHEASTERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS, "L37, NORTH 84°03'45" WEST 62.84 FEET", IN SAID DEED (2013-199810);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810), NORTH 05°47'23" EAST 118.09 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810), NORTH 05°47'23" EAST 33.17 FEET;

THENCE, LEAVING SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810), SOUTH 85°20'55" EAST 626.66 FEET;

THENCE, SOUTH 00°02'16" WEST 163.71 FEET;

THENCE, SOUTH 86°32'24" EAST 477.57 FEET TO A POINT ON SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810);

THENCE, ALONG SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810), THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 04°12'12" WEST 38.69 FEET,
- 2) SOUTH 04°52'45" WEST 41.15 FEET,
- 3) SOUTH 61°19'46" WEST 17.53 FEET, AND
- 4) SOUTH 27°10'13" EAST 66.00 FEET;

THENCE, LEAVING SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810), NORTH 85°44'18" WEST 1,205.64 FEET TO A POINT ON THE EASTERN LINE OF PARCEL ALA-56-EDC, AS SAID PARCEL ALA-56-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199824 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID EASTERN LINE OF PARCEL ALA-56-EDC (2013-199824), NORTH 05°27'05" EAST 21.00 FEET TO A POINT ON SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810);

THENCE, ALONG SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810), THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 05°27'05" EAST 136.21 FEET, AND
- 2) SOUTH 84°03'45" EAST 34.94 FEET;

THENCE, LEAVING SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810), SOUTH 04°54'17" WEST 24.05 FEET;

THENCE, SOUTH 40°05'43" EAST 70.58 FEET;

THENCE, SOUTH 85°12'59" EAST 66.31 FEET;

THENCE, NORTH 04°47'01" EAST 62.37 FEET;

THENCE, SOUTH 85°12'59" EAST 23.74 FEET;

THENCE, NORTH 04°55'13" EAST 129.21 FEET;

THENCE, NORTH 85°12'59" WEST 110.15 FEET TO SAID POINT OF BEGINNING.

CONTAINING 5.78 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

PRELIMINARY

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Closure Report

Parcel Name: Site 1 – ALA-71-EDC

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 2,111,702.6283'

East: 6,042,430.0826'

Segment# 1: Line

Course: N5°47'23"E

Length: 33.17'

North: 2,111,735.6290'

East: 6,042,433.4287'

Segment# 2: Line

Course: S85°20'55"E

Length: 626.66'

North: 2,111,684.8114'

East: 6,043,058.0248'

Segment# 3: Line

Course: S0°02'16"W

Length: 163.71'

North: 2,111,521.1014'

East: 6,043,057.9169'

Segment# 4: Line

Course: S86°32'24"E

Length: 477.57'

North: 2,111,492.2792'

East: 6,043,534.6164'

Segment# 5: Line

Course: S4°12'12"W

Length: 38.69'

North: 2,111,453.6833'

East: 6,043,531.7798'

Segment# 6: Line

Course: S4°52'45"W

Length: 41.15'

North: 2,111,412.6825'

East: 6,043,528.2798'

Segment# 7: Line

Course: S61°19'46"W

Length: 17.53'

North: 2,111,404.2720'

East: 6,043,512.8991'

Segment# 8: Line

Course: S27°10'13"E Length: 66.00'
North: 2,111,345.5549' East: 6,043,543.0371'

Segment# 9: Line
Course: N85°44'18"W Length: 1,205.64'
North: 2,111,435.1479' East: 6,042,340.7306'

Segment# 10: Line
Course: N5°27'05"E Length: 157.21'
North: 2,111,591.6469' East: 6,042,355.6657'

Segment# 11: Line
Course: S84°03'45"E Length: 34.94'
North: 2,111,588.0325' East: 6,042,390.4183'

Segment# 12: Line
Course: S4°54'17"W Length: 24.05'
North: 2,111,564.0706' East: 6,042,388.3621'

Segment# 13: Line
Course: S40°05'43"E Length: 70.58'
North: 2,111,510.0787' East: 6,042,433.8199'

Segment# 14: Line
Course: S85°12'59"E Length: 66.31'
North: 2,111,504.5489' East: 6,042,499.8989'

Segment# 15: Line
Course: N4°47'01"E Length: 62.37'
North: 2,111,566.7017' East: 6,042,505.1001'

Segment# 16: Line
Course: S85°12'59"E Length: 23.74'
North: 2,111,564.7219' East: 6,042,528.7574'

Segment# 17: Line
Course: N4°55'13"E Length: 129.21'

North: 2,111,693.4558'

East: 6,042,539.8397'

Segment# 18: Line

Course: N85°12'59"W

North: 2,111,702.6415'

Length: 110.15'

East: 6,042,430.0734'

Perimeter: 3,348.68'

Error Closure: 0.0162

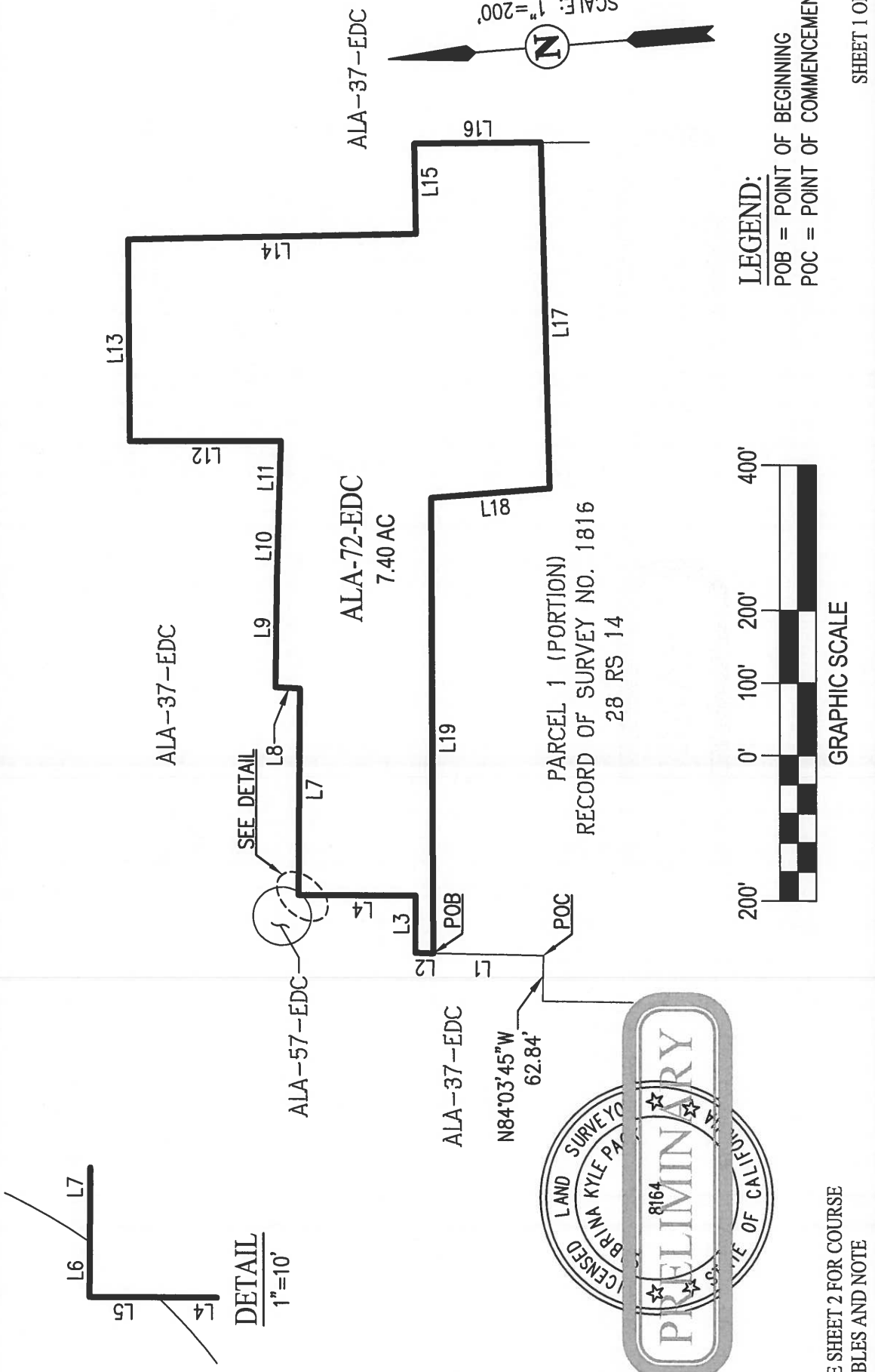
Error North : 0.01326

Area: 5.78Acre

Course: N34°49'57"W

East: -0.00923

Precision 1: 206,709.26



PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-72-EDC
ALAMEDA, CALIFORNIA
JULY 27, 2015

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

LINE TABLE		
NO	BEARING	LENGTH
L1	N05°47'23"E	151.26'
L2	N05°47'23"E	24.70'
L3	S84°56'52"E	78.81'
L4	N04°53'59"E	156.31'
L5	N04°53'59"E	4.68'
L6	S84°42'02"E	3.78'
L7	S84°42'02"E	280.42'

LINE TABLE		
NO	BEARING	LENGTH
L8	N07°43'03"E	33.58'
L9	S84°15'56"E	150.12'
L10	S83°40'15"E	68.03'
L11	S83°20'26"E	121.07'
L12	N04°28'57"E	207.92'
L13	S85°33'34"E	278.08'
L14	S03°30'33"W	396.18'

LINE TABLE		
NO	BEARING	LENGTH
L15	S86°13'52"E	125.51'
L16	S04°12'12"W	174.41'
L17	N86°32'24"W	477.57'
L18	N00°02'16"E	163.71'
L19	N85°20'55"W	626.66'

NOTE:

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

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-72-EDC
 ALAMEDA, CALIFORNIA
 JULY 27, 2015

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

**LEGAL DESCRIPTION
ALA-72-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 A POINT ON THE SOUTHERN LINE 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, SAID POINT BEING THE SOUTHEASTERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS, "L37, NORTH 84°03'45" WEST 62.84 FEET", IN SAID DEED (2013-199810);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810), NORTH 05°47'23" EAST 151.26 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810), THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 05°47'23" EAST 24.70 FEET,
- 2) SOUTH 84°56'52" EAST 78.81 FEET, AND
- 3) NORTH 04°53'59" EAST 156.31 FEET TO A POINT ON THE SOUTHEASTERN LINE OF ALA-57-EDC, AS SAID PARCEL ALA-57-EDC IS DESCRIBED IN SAID DEED (2013-199810);

THENCE, ALONG SAID SOUTHEASTERN LINE OF PARCEL ALA-57-EDC (2013-199810), THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 04°53'59" EAST 4.68 FEET, AND
- 2) SOUTH 84°42'02" EAST 3.78 FEET TO A POINT ON SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810);

THENCE, ALONG SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810), THE FOLLOWING TEN (10) COURSES:

- 1) SOUTH 84°42'02" EAST 280.42 FEET,
- 2) NORTH 07°43'03" EAST 33.58 FEET,

- 3) SOUTH 84°15'56" EAST 150.12 FEET,
- 4) SOUTH 83°40'15" EAST 68.03 FEET, AND
- 5) SOUTH 83°20'26" EAST 121.07 FEET,
- 6) NORTH 04°28'57" EAST 207.92 FEET,
- 7) SOUTH 85°33'34" EAST 278.08 FEET,
- 8) SOUTH 03°30'33" WEST 396.18 FEET,
- 9) SOUTH 86°13'52" EAST 125.51 FEET, AND
- 10) SOUTH 04°12'12" WEST 174.41 FEET;

THENCE, LEAVING SAID SOUTHERN LINE OF PARCEL ALA-37-EDC (2013-199810),
NORTH 86°32'24" WEST 477.57 FEET;

THENCE, NORTH 00°02'16" EAST 163.71 FEET;

THENCE, NORTH 85°20'55" WEST 626.66 FEET TO SAID POINT OF BEGINNING.

CONTAINING 7.40 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

PRELIMINARY

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Closure Report

Parcel Name: Site 1 – ALA-72-EDC

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:2,111,735.6279'

East:6,042,433.4285'

Segment# 1: Line

Course: N5°47'23"E

Length: 24.70'

North: 2,111,760.2019'

East: 6,042,435.9202'

Segment# 2: Line

Course: S84°56'52"E

Length: 78.81'

North: 2,111,753.2616'

East: 6,042,514.4240'

Segment# 3: Line

Course: N4°53'59"E

Length: 156.31'

North: 2,111,909.0004'

East: 6,042,527.7748'

Segment# 4: Line

Course: N4°53'59"E

Length: 4.68'

North: 2,111,913.6633'

East: 6,042,528.1745'

Segment# 5: Line

Course: S84°42'02"E

Length: 3.78'

North: 2,111,913.3142'

East: 6,042,531.9384'

Segment# 6: Line

Course: S84°42'02"E

Length: 280.42'

North: 2,111,887.4143'

East: 6,042,811.1597'

Segment# 7: Line

Course: N7°43'03"E

Length: 33.58'

North: 2,111,920.6902'

East: 6,042,815.6692'

Segment# 8: Line

Course: S84°15'56"E Length: 150.12'
North: 2,111,905.6905' East: 6,042,965.0379'

Segment# 9: Line
Course: S83°40'15"E Length: 68.03'
North: 2,111,898.1909' East: 6,043,032.6533'

Segment# 10: Line
Course: S83°20'26"E Length: 121.07'
North: 2,111,884.1506' East: 6,043,152.9064'

Segment# 11: Line
Course: N4°28'57"E Length: 207.92'
North: 2,112,091.4347' East: 6,043,169.1563'

Segment# 12: Line
Course: S85°33'34"E Length: 278.08'
North: 2,112,069.9044' East: 6,043,446.4016'

Segment# 13: Line
Course: S3°30'33"W Length: 396.18'
North: 2,111,674.4672' East: 6,043,422.1521'

Segment# 14: Line
Course: S86°13'52"E Length: 125.51'
North: 2,111,666.2172' East: 6,043,547.3907'

Segment# 15: Line
Course: S4°12'12"W Length: 174.41'
North: 2,111,492.2763' East: 6,043,534.6071'

Segment# 16: Line
Course: N86°32'24"W Length: 477.57'
North: 2,111,521.0985' East: 6,043,057.9076'

Segment# 17: Line
Course: N0°02'16"E Length: 163.71'

North: 2,111,684.8084'

East: 6,043,058.0155'

Segment# 18: Line

Course: N85°20'55"W

Length: 626.66'

North: 2,111,735.6261'

East: 6,042,433.4194'

Perimeter: 3,371.55'

Area: 7.40Acre

Error Closure: 0.0093

Course: S78°51'22"W

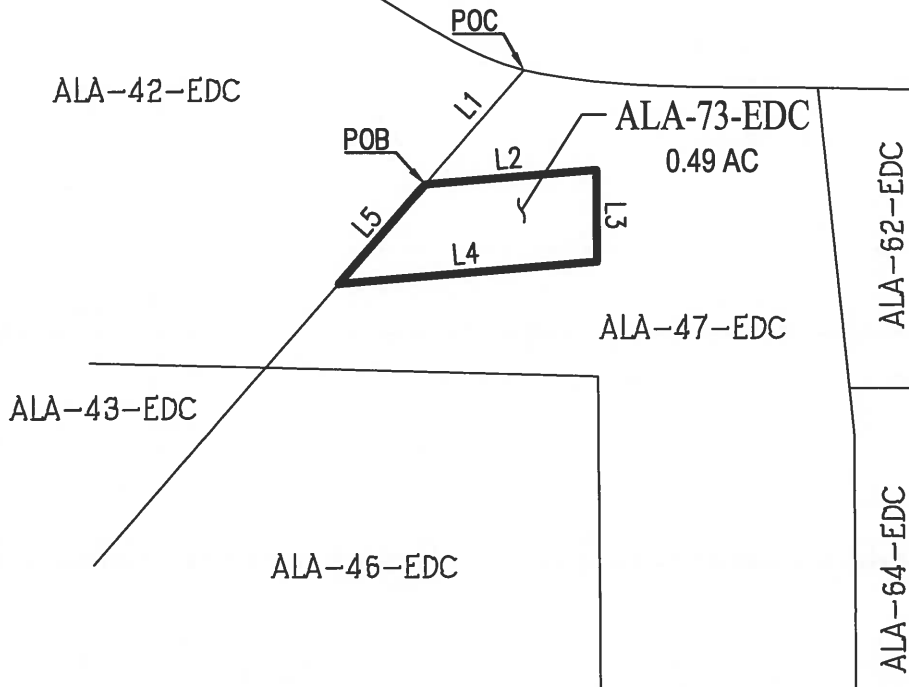
Error North : -0.00180

East: -0.00914

Precision 1: 362,531.18

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

LINE TABLE		
NO	BEARING	LENGTH
L1	S46°05'58"W	157.80'
L2	N90°00'00"E	179.51'
L3	S04°43'29"W	95.32'
L4	N90°00'00"W	270.38'
L5	N46°05'58"E	137.00'



NOTE:

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

LEGEND:

POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT



GRAPHIC SCALE

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-73-EDC
 ALAMEDA, CALIFORNIA

NOVEMBER 19, 2015

SHEET 1 OF 1

Carlson, Barbee & Gibson, Inc.

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

LEGAL DESCRIPTION
ALA-73-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-47-EDC, AS SAID PARCEL ALA-47-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199818 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-47-EDC, ALSO BEING THE EASTERN LINE OF PARCEL ALA-42-EDC, AS SAID PARCEL ALA-42-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199814 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, SOUTH 46°05'58" WEST 157.80 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID EASTERN LINE OF PARCEL ALA-42-EDC (2013-199814), CONTINUING ALONG SAID WESTERN LINE OF PARCEL ALA-47-EDC (2013-199818), THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 90°00'00" EAST 179.51 FEET,
- 2) SOUTH 04°43'29" WEST 95.32 FEET, AND
- 3) NORTH 90°00'00" WEST 270.38 FEET TO A POINT ON SAID EASTERN LINE OF PARCEL ALA-42-EDC (2013-199814);

THENCE, LEAVING SAID WESTERN LINE OF PARCEL ALA-47-EDC AND CONTINUING ALONG SAID EASTERN LINE OF PARCEL ALA-42-EDC (2013-199814), NORTH 46°05'58" EAST 137.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 0.49 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.

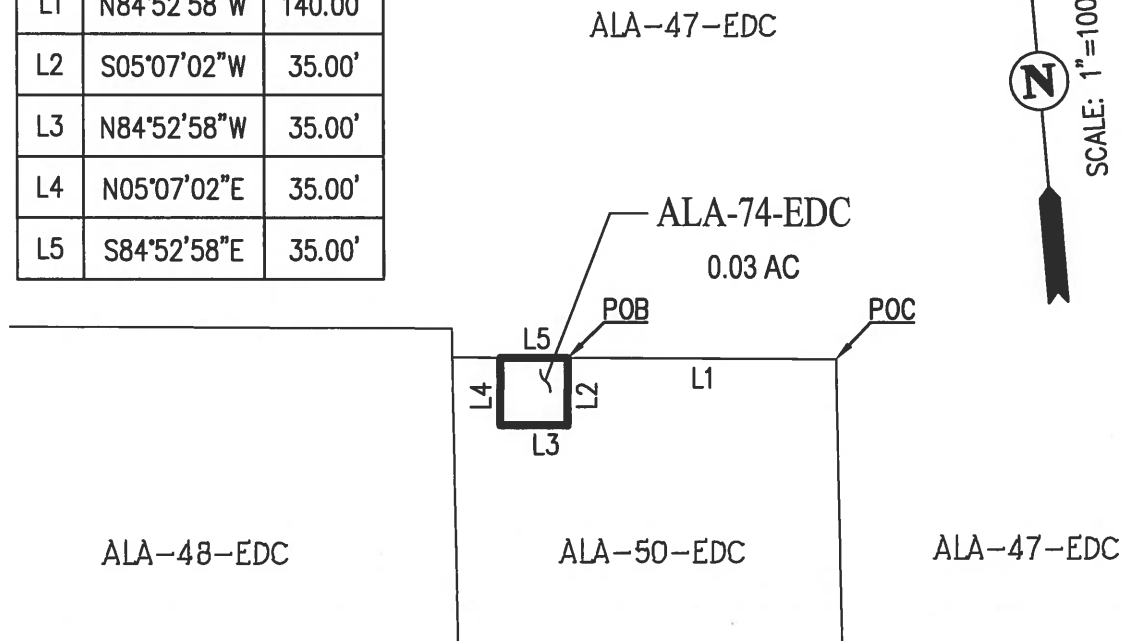
ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

END OF DESCRIPTION

PRELIMINARY

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

LINE TABLE		
NO	BEARING	LENGTH
L1	N84°52'58"W	140.00'
L2	S05°07'02"W	35.00'
L3	N84°52'58"W	35.00'
L4	N05°07'02"E	35.00'
L5	S84°52'58"E	35.00'



NOTE:

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

LEGEND:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT



GRAPHIC SCALE

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-74-EDC
ALAMEDA, CALIFORNIA

NOVEMBER 19, 2015

SHEET 1 OF 1

Carlson, Barbee & Gibson, Inc.

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

**LEGAL DESCRIPTION
ALA-74-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 NORTHEASTERN CORNER OF PARCEL ALA-50-EDC, AS SAID PARCEL ALA-50-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199819 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID PARCEL ALA-50-EDC, SAID LINE ALSO BEING THE SOUTHERN LINE OF PARCEL ALA-47-EDC, AS SAID PARCEL ALA-47-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199818 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, NORTH 84°52'58" WEST 140.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID SOUTHERN LINE OF PARCEL ALA-47-EDC (2013-199818) AND CONTINUING ALONG SAID NORTHERN LINE OF PARCEL ALA-50-EDC (2013-199819), THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 05°07'02" WEST 35.00 FEET;
- 2) NORTH 84°52'58" WEST 35.00 FEET;
- 3) NORTH 05°07'02" EAST 35.00 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL ALA-47-EDC;

THENCE, LEAVING SAID NORTHERLY LINE OF PARCEL ALA-50-EDC (2013-199819), ALONG SAID SOUTHERLY LINE OF PARCEL ALA-47-EDC (2013-199818) SOUTH 84°52'58" EAST 35.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 0.03 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.

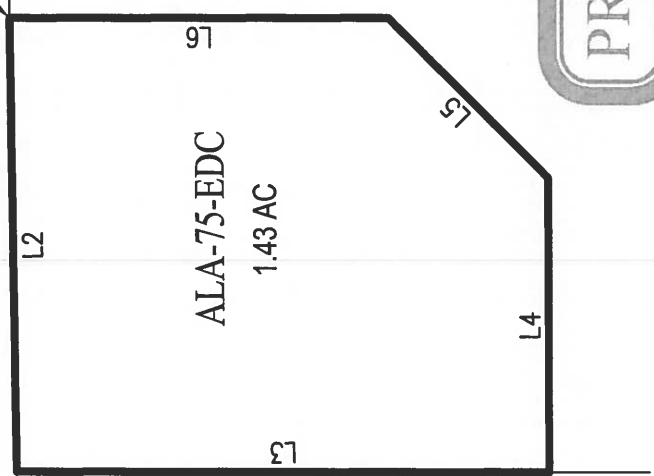
END OF DESCRIPTION

PRELIMINARY

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

ALA-67-EDC

POB



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



LINE TABLE		
NO	BEARING	LENGTH
L1	N85°47'04"W	449.46'
L2	N85°47'04"W	235.35'
L3	S04°51'34"W	277.37'
L4	S85°12'59"E	152.80'
L5	N49°47'01"E	117.24'
L6	N04°47'01"E	196.80'

LEGEND:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
(T) = TOTAL



GRAPHIC SCALE

SHEET 1 OF 1

NOTE:

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

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-75-EDC
ALAMEDA, CALIFORNIA
JULY 27, 2015

Carlson, Barbee & Gibson, Inc.

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

**LEGAL DESCRIPTION
ALA-75-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 A POINT ON THE EASTERN LINE OF SAID PARCEL 1, SAID POINT BEING THE SOUTHEASTERN CORNER OF PARCEL ALA-67-EDC, AS SAID PARCEL ALA-67-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199832 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-67-EDC (2013-199832), NORTH 85°47'04" WEST 449.46 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERN LINE OF PARCEL ALA-67-EDC (2013-199832), NORTH 85°47'04" WEST 235.35 FEET TO A POINT ON THE EASTERN LINE OF PARCEL ALA-47-EDC, AS SAID PARCEL ALA-47-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199818, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID EASTERN LINE OF PARCEL ALA-47-EDC (2013-199818), SOUTH 04°51'34" WEST 277.37 FEET;

THENCE, LEAVING SAID EASTERN LINE OF PARCEL ALA-47-EDC (2013-199818), SOUTH 85°12'59" EAST 152.80 FEET;

THENCE, NORTH 49°47'01" EAST 117.24 FEET;

THENCE, NORTH 04°47'01" EAST 196.80 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1.43 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

PRELIMINARY

SABRINA KYLE PACK, P.L.S.

L.S. NO. 8164

Closures Report

Parcel Name: Site 1 - ALA-75-EDC

Description:

Process segment order counterclockwise: True

Enable mapcheck across chord: False

North:2,109,082.8298'

East:6,043,665.7106'

Segment# 1: Line

Course: N85°47'04"W

Length: 235.35'

North: 2,109,100.1301'

East: 6,043,430.9973'

Segment# 2: Line

Course: S4°51'34"W

Length: 277.37'

North: 2,108,823.7571'

East: 6,043,407.5008'

Segment# 3: Line

Course: S85°12'59"E

Length: 152.80'

North: 2,108,811.0147'

East: 6,043,559.7686'

Segment# 4: Line

Course: N49°47'01"E

Length: 117.24'

North: 2,108,886.7138'

East: 6,043,649.2944'

Segment# 5: Line

Course: N4°47'01"E

Length: 196.80'

North: 2,109,082.8283'

East: 6,043,665.7061'

Perimeter: 979.56'

Area: 1.43Acre

Error Closure: 0.0047

Course: S71°20'56"W

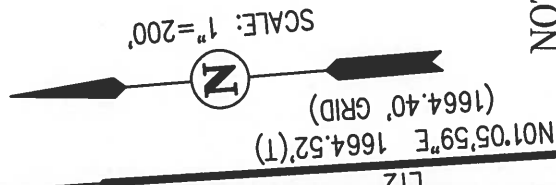
Error North : -0.00151

East: -0.00449

Precision 1: 208,417.02

LINE TABLE		
NO	BEARING	LENGTH
L7	N20°19'03"E	50.64'
L8	S85°12'59"E	217.06'
L9	S05°20'54"W	44.37'
L10	N86°05'27"E	6.01'
L11	S85°38'34"E	284.86'
L12	N01°05'59"E	621.45'

LINE TABLE		
NO	BEARING	LENGTH
L1	N85°47'04"W	449.46'
L2	S04°47'01"W	196.80'
L3	S49°47'01"W	117.24'
L4	N85°12'59"W	152.80'
L5	S04°51'34"W	342.51'
L6	S84°57'05"E	204.54'

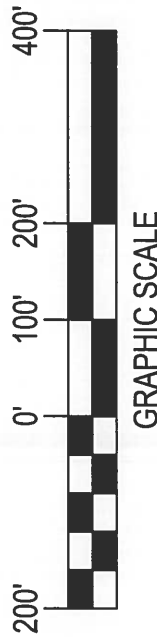
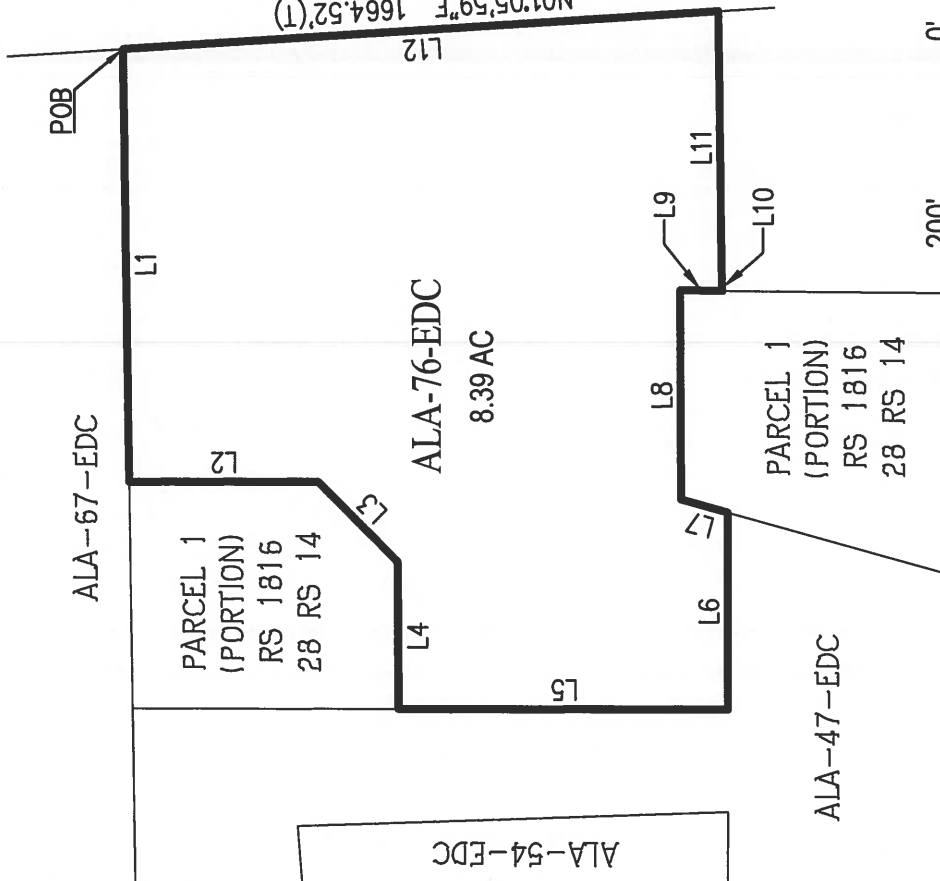


NOTE:

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



SHEET 1 OF 1



LEGEND:

POB = POINT OF BEGINNING
(T) = TOTAL

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-76-EDC
ALAMEDA, CALIFORNIA
JULY 27, 2015

Carlson, Barbee & Gibson, Inc.

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

**LEGAL DESCRIPTION
ALA-76-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 A POINT ON THE EASTERN LINE OF SAID PARCEL 1, SAID POINT BEING THE SOUTHEASTERN CORNER OF PARCEL ALA-67-EDC, AS SAID PARCEL ALA-67-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199832 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-67-EDC (2013-199832), NORTH 85°47'04" WEST 449.46 FEET;

THENCE, LEAVING SAID SOUTHERN LINE OF PARCEL ALA-67-EDC (2013-199832), SOUTH 04°47'01" WEST 196.80 FEET;

THENCE, SOUTH 49°47'01" WEST 117.24 FEET;

THENCE, NORTH 85°12'59" WEST 152.80 FEET TO A POINT ON THE EASTERN LINE OF PARCEL ALA-47-EDC, AS SAID PARCEL ALA-47-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199818 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID EASTERN LINE OF PARCEL ALA-47-EDC (2013-199818), THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 04°51'34" WEST 342.51 FEET, AND
- 2) SOUTH 84°57'05" EAST 204.54 FEET;

THENCE, LEAVING SAID EASTERN LINE OF PARCEL ALA-47-EDC (2013-199818), NORTH 20°19'03" EAST 50.64 FEET;

THENCE, SOUTH 85°12'59" EAST 217.06 FEET;

THENCE, SOUTH 05°20'54" WEST 44.37 FEET TO A POINT ON SAID EASTERN OF ALA-47-EDC (2013-199818);

THENCE, ALONG SAID EASTERN LINE OF PARCEL ALA-47-EDC (2013-199818), THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 86°05'27" EAST 6.01 FEET, AND
- 2) SOUTH 85°38'34" EAST 284.86 FEET TO A POINT OF SAID EASTERN LINE OF PARCEL 1 (28 RS 14);

THENCE, LEAVING SAID EASTERN LINE OF PARCEL ALA-47-EDC (2013-199818), ALONG SAID EASTERN LINE OF PARCEL 1 (28 RS 14), NORTH 01°05'59" EAST 621.45 FEET TO SAID POINT OF BEGINNING.

CONTAINING 8.39 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

PRELIMINARY

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Closure Report

Parcel Name: Site 1 - ALA-76-EDC

Description:

Process segment order counterclockwise: True

Enable mapcheck across chord: False

North:2,109,049.7905'

East:6,044,113.9528'

Segment# 1: Line

Course: N85°47'04"W

Length: 449.46'

North: 2,109,082.8298'

East: 6,043,665.7088'

Segment# 2: Line

Course: S4°47'01"W

Length: 196.80'

North: 2,108,886.7153'

East: 6,043,649.2971'

Segment# 3: Line

Course: S49°47'01"W

Length: 117.24'

North: 2,108,811.0162'

East: 6,043,559.7713'

Segment# 4: Line

Course: N85°12'59"W

Length: 152.80'

North: 2,108,823.7587'

East: 6,043,407.5035'

Segment# 5: Line

Course: S4°51'34"W

Length: 342.51'

North: 2,108,482.4798'

East: 6,043,378.4889'

Segment# 6: Line

Course: S84°57'05"E

Length: 204.54'

North: 2,108,464.4801'

East: 6,043,582.2354'

Segment# 7: Line

Course: N20°19'03"E

Length: 50.64'

North: 2,108,511.9694'

East: 6,043,599.8187'

Segment# 8: Line

Course: S85°12'59"E Length: 217.06'
North: 2,108,493.8682' East: 6,043,816.1226'

Segment# 9: Line
Course: S5°20'54"W Length: 44.37'
North: 2,108,449.6914' East: 6,043,811.9869'

Segment# 10: Line
Course: N86°05'27"E Length: 6.01'
North: 2,108,450.1011' East: 6,043,817.9829'

Segment# 11: Line
Course: S85°38'34"E Length: 284.86'
North: 2,108,428.4590' East: 6,044,102.0196'

Segment# 12: Line
Course: N1°05'59"E Length: 621.45'
North: 2,109,049.7945' East: 6,044,113.9468'

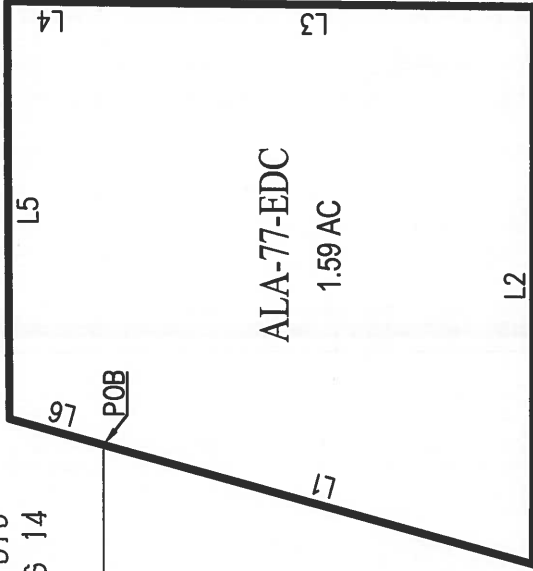
Perimeter: 2,687.74' Area: 8.39Acre
Error Closure: 0.0072 Course: N55°55'12"W
Error North : 0.00403 East: -0.00596

Precision 1: 373,297.22

ALA-54-EDC

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

ALA-47-EDC



LINE TABLE		
NO	BEARING	LENGTH
L1	S20°19'03"W	231.49'
L2	S84°50'28"E	289.92'
L3	N05°20'54"E	229.37'
L4	N05°20'54"E	44.37'
L5	N85°12'59"W	217.06'
L6	S20°19'03"W	50.64'

SCALE: 1"=100'



(1664.40' GRID)
N01°05'59"E 1664.52'(T)



GRAPHIC SCALE

LEGEND:
POB = POINT OF BEGINNING
(T) = TOTAL

SHEET 1 OF 1

NOTE:

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

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALA-77-EDC
ALAMEDA, CALIFORNIA
JULY 27, 2015

Carlson, Barbee & Gibson, Inc.

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

LEGAL DESCRIPTION
ALA-77-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 A POINT ON THE EASTERN LINE OF PARCEL ALA-47-EDC, AS SAID PARCEL ALA-47-EDC IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 6, 2013, AS DOCUMENT NO. 2013-199818 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "L57, SOUTH 20°19'03" WEST 231.49 FEET" IN SAID QUITCLAIM DEED;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID EASTERN LINE OF PARCEL ALA-47-EDC (2013-199818), THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 20°19'03" WEST 231.49 FEET,
- 2) SOUTH 84°50'28" EAST 289.92 FEET, AND
- 3) NORTH 05°20'54" EAST 229.37 FEET;

THENCE, LEAVING SAID EASTERN LINE OF PARCEL ALA-47-EDC (2013-199818), NORTH 05°20'54" EAST 44.37 FEET;

THENCE, NORTH 85°12'59" WEST 217.06 FEET;

THENCE, SOUTH 20°19'03" WEST 50.64 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1.59 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

PRELIMINARY

SABRINA KYLE PACK, P.L.S.

L.S. NO. 8164

Closure Report

Parcel Name: Site 1 - ALA-77-EDC

Description:

Process segment order counterclockwise: True

Enable mapcheck across chord: False

North:2,108,464.4800'

East:6,043,582.2400'

Segment# 1: Line

Course: S20°19'03"W

Length: 231.49'

North: 2,108,247.3926'

East: 6,043,501.8616'

Segment# 2: Line

Course: S84°50'28"E

Length: 289.92'

North: 2,108,221.3236'

East: 6,043,790.6071'

Segment# 3: Line

Course: N5°20'54"E

Length: 229.37'

North: 2,108,449.6950'

East: 6,043,811.9868'

Segment# 4: Line

Course: N5°20'54"E

Length: 44.37'

North: 2,108,493.8719'

East: 6,043,816.1226'

Segment# 5: Line

Course: N85°12'59"W

Length: 217.06'

North: 2,108,511.9731'

East: 6,043,599.8187'

Segment# 6: Line

Course: S20°19'03"W

Length: 50.64'

North: 2,108,464.4838'

East: 6,043,582.2353'

Perimeter: 1,062.86'

Area: 1.59Acre

Error Closure: 0.0060

Course: N51°01'02"W

Error North : 0.00377

East: -0.00466

Precision 1: 177,141.67

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-22-EDC

Identification	Media/ Description	Hazardous Substance ^{a,b}	Reportable Quantity (lbs) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
IR Site 34	Soil	Arsenic	1	7440-38-2	NA	Unknown	Unknown	R	A series of soil and groundwater investigations were conducted between 1993 and 2010. The ROD documented NFA for groundwater because groundwater is not a source of drinking water. The ROD selected excavation and off-site disposal for impacted soil. No groundwater COCs were identified. The soil remedial action was conducted between May 2013 and June 2013. The RACR documents that the RAOs have been met and remedial action is complete.
		Lead	10	7439-92-1	NA	Unknown	Unknown	R	
		PCBs	1	1336-36-3	NA	Unknown	Unknown	R	
		Dieldrin	1	60-57-1	P037	Unknown	Unknown	R	
		Heptachlor Epoxide	1	1024-57-3	NA	Unknown	Unknown	R	
	Groundwater	Arsenic	1	7440-38-2	NA	Unknown	Unknown	R	
		Manganese	NA	NA	NA	Unknown	Unknown	R	
		1,2-Dichloroethane	100	107-06-2	U077	Unknown	Unknown	R	
		1,2-Dichloropropane	1000	78-87-5	U083	Unknown	Unknown	R	
		Chromium	5000	7440-47-3	NA	Unknown	Unknown	R	
	Trichloroethene	100	79-01-6	U228	Unknown	Unknown	R		
NADEP GAP 78 (IR Site 34)	Building 479	Paints	Various	NA	NA	Unknown	Unknown	S	NFA IR Site 34 RACR (ERS JV 2014)
		Naphtha	Various	8030-30-6	NA	Unknown	Unknown	S	
		Acetone	5,000	67-64-1	U002	Unknown	Unknown	S	
NADEP GAP 79 (IR Site 34)	Building 472	Blasting Grit	Various	NA	NA	Unknown	Unknown	S	NFA from DTSC in letter dated November 4, 1999. NFA IR Site 34 RACR (ERS JV 2014)
Building 510 (within IR Site 34 footprint)	Storage Facility	Arsenic	1	7440-38-2	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Lead	10	7439-92-1	NA	Unknown	Unknown	S	
		Blasting Grit	Various	NA	NA	Unknown	Unknown	S	
Building 343 (within IR Site 34 footprint)	Sheet Metal Shop	Blasting Grit	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.

Exhibit B

Identification	Media/Description	Hazardous Substance ^{a,b}	Reportable Quantity (lbs) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
Building 477 (within IR Site 34 footprint)	Paint Booth	Paints	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Solvents	100	NA	NA	Unknown	Unknown	S	
		Paint Waste	Various	NA	NA	Unknown	Unknown	S	
Building 475 (within IR Site 34 footprint)	Bead Blast Area	Blasting Grit	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
Building 476 (within IR Site 34 footprint)	Paint Storage	Paints	Various	NA	NA	Unknown	Unknown	S	None. Materials stored on site. No spills or releases reported.

Notes:	
a	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.
b	The Property 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. 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.
c	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:

AKA	Also known as	NADEP	Naval Aviation Depot
AST	Aboveground storage tank	NAS	Naval Air Station Alameda
AOC	Area of Concern	Navy	United States Department of the Navy
bgs	Below ground surface	NFA	No Further Action
CAS	Chemical Abstract System	OU	Operable Unit
COC	Chemical of concern	OWS	Oil-Water Separator
CFR	<i>Code of Federal Regulations</i>	PAH	Polycyclic Aromatic Hydrocarbons
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	PCB	Polychlorinated biphenyl
Ci	Curie	lbs	Pounds
D	Disposed	R	Released
DDD	Dichlorodiphenyldichloroethane	RACR	Remedial Action Completion Report
DDE	Dichlorodiphenyldichloroethylene	RAOs	Remedial Action Objectives
DDT	Dichlorodiphenyltrichloroethane	RCRA	Resource Conservation and Recovery Act
DTSC	Department of Toxic Substances Control	RD	Remedial Design
EDC	Economic Development Conveyance	ROD	Record of Decision

Exhibit B

FISCA	Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex
FOST	Finding of Suitability to Transfer
GAP	Generator Accumulation Point
IC	Institutional control
IR	Installation Restoration
ISCO	In situ chemical oxidation
LUC	Land Use Control
NA	Not available

S	Stored
SWMU	Solid Waste Management Unit
TCRA	Time Critical Removal Action
USEPA	United States Environmental Protection Agency
U.S.C.	United States Code
UST	Underground storage tank
WD	Washdown area

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-68-EDC

Identification	Media/Description	Hazardous Substance ^{a,b}	Reportable Quantity (lbs) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
IR Site 17	Sediment	Cadmium	10	7440-43-9	NA	Unknown	Unknown	R	Between 1993 and 2013, various investigations and removal actions were conducted at IR Site 17. A TCRA was conducted between October 2008 and December 2009 to remove debris piles along the shoreline. Between July 2008 and September 2010, another TCRA was conducted for IR Sites 5 and 10, which included the stormwater lines that discharge into the lagoon. Between January 2011 and 2013, dredging removed contaminated sediment in the northeast and northwest corners of the site; the dredge spoils were dried, radiologically surveyed, sampled, and properly disposed. During sediment processing, 51 radiological devices with Radium 226 activity were removed and properly disposed. The RACR documents that the RAOs from the ROD have been met. No hazardous substances are known to remain on site, but there is a potential for some fragments/items with radioluminescent paint to be present in the sediment based on items found during the dredging conducted for the remediation. Under CERCLA, there is no unacceptable risk associated with these potential items. ICs for future sediment management were added to the remedy via a ROD ESD and LUC RD to ensure proper disposal of these items if removed from the Seaplane Lagoon sediments. Remedial action is complete.
		Chromium	5,000	7440-47-3	NA	Unknown	Unknown	R	
		Lead	10	7439-92-1	NA	Unknown	Unknown	R	
		PCBs	1	1336-36-3	NA	Unknown	Unknown	R	
		Dichlorodiphenyltrichloroethane (DDT)	1	50-29-3	NA	Unknown	Unknown	R	
		Dichlorodiphenyldichloroethane (DDD)	1	72-54-8	NA	Unknown	Unknown	R	
		Dichlorodiphenyldichloroethene (DDE)	1	72-55-9	NA	Unknown	Unknown	R	
		Radium 226	0.1 Ci	7440-14-4	NA	Unknown	Unknown	R	

Notes:	
a	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.
b	The Property 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. 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.
c	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.

Exhibit B

Acronyms and Abbreviations:

AKA	Also known as	NADEP	Naval Aviation Depot
AST	Aboveground storage tank	NAS	Naval Air Station Alameda
AOC	Area of Concern	Navy	United States Department of the Navy
bgs	Below ground surface	NFA	No Further Action
CAS	Chemical Abstract System	OU	Operable Unit
COC	Chemical of concern	OWS	Oil-Water Separator
CFR	<i>Code of Federal Regulations</i>	PAH	Polycyclic Aromatic Hydrocarbons
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	PCB	Polychlorinated biphenyl
Ci	Curie	lbs	Pounds
D	Diosposed	R	Released
DDD	Dichlorodiphenyldichloroethane	RACR	Remedial Action Completion Report
DDE	Dichlorodiphenyldichloroethylene	RAOs	Remedial Action Objectives
DDT	Dichlorodiphenyltrichloroethane	RCRA	Resource Conservation and Recovery Act
DTSC	Department of Toxic Substances Control	RD	Remedial Design
EDC	Economic Development Conveyance	ROD	Record of Decision
FISCA	Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex	S	Stored
FOST	Finding of Suitability to Transfer	SWMU	Solid Waste Management Unit
GAP	Generator Accumulation Point	TCRA	Time Critical Removal Action
IC	Institutional control	USEPA	United States Environmental Protection Agency
IR	Installation Restoration	U.S.C.	United States Code
ISCO	In situ chemical oxidation	UST	Underground storage tank
LUC	Land Use Control	WD	Washdown area
NA	Not available		

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-69-EDC

Identification	Media/ Description	Hazardous Substance <small>a,b</small>	Reportable Quantity (lbs) <small>a</small>	CAS Number	RCRA Waste Code <small>a</small>	Quantity Stored, Released, or Disposed <small>c</small>	Date Stored, Released, or Disposed <small>c</small>	Stored (S), Released (R), or Disposed (D)	Action Taken
IR Site 24	Sediment	Cadmium	10	7440-43-9	NA	Unknown	Unknown	R	Sediment sampling was conducted in 1997, 2005, and 2006. No human health risks were identified, but the northeastern corner of the site was identified as an area of ecological concern. The ROD selected sediment removal via dredging to remediate the area of ecological concern. The remedial action occurred between December 2011 and June 2012. The RACR documents that the RAOs have been met and remedial action is complete.
		Lead	10	7439-92-1	NA	Unknown	Unknown	R	
		PCBs	1	1336-36-3	NA	Unknown	Unknown	R	
		Dichlorodiphenyltri-chloroethane (DDT)	1	50-29-3	NA	Unknown	Unknown	R	
		Dichlorodiphenyldi-chloroethane (DDD)	1	72-54-8	NA	Unknown	Unknown	R	
		Dichlorodiphenyldi-chloroethene (DDE)	1	72-55-9	NA	Unknown	Unknown	R	

Notes:	
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c	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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Exhibit B

CFR	<i>Code of Federal Regulations</i>	PAH	Polycyclic Aromatic Hydrocarbons
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	PCB	Polychlorinated biphenyl
Ci	Curie	lbs	Pounds
D	Disposed	R	Released
DDD	Dichlorodiphenyldichloroethane	RACR	Remedial Action Completion Report
DDE	Dichlorodiphenyldichloroethylene	RAOs	Remedial Action Objectives
DDT	Dichlorodiphenyltrichloroethane	RCRA	Resource Conservation and Recovery Act
DTSC	Department of Toxic Substances Control	RD	Remedial Design
EDC	Economic Development Conveyance	ROD	Record of Decision
FISCA	Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex	S	Stored
FOST	Finding of Suitability to Transfer	SWMU	Solid Waste Management Unit
GAP	Generator Accumulation Point	TCRA	Time Critical Removal Action
IC	Institutional control	USEPA	United States Environmental Protection Agency
IR	Installation Restoration	U.S.C.	United States Code
ISCO	In situ chemical oxidation	UST	Underground storage tank
LUC	Land Use Control	WD	Washdown area
NA	Not available		

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-70-EDC

Identification	Media/Description	Hazardous Substance ^{a,b}	Reportable Quantity (lbs) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
IR Site 3	Soil	Cobalt	NA	NA	NA	Unknown	Unknown	R	Between 1991 and 2008, a series of soil and groundwater investigations were conducted at the site. The OU2B ROD, which includes IR Site 3, was signed in 2015. The ROD selected ICs for cobalt-impacted soil and excavation of lead impacted soil. The excavation work has been completed. No action is required for other soil within IR Site 3. No remedial action is required for groundwater at IR Site 3; however, ICs associated with a VI buffer zone for the OU-2B plume to the south of IR Site 3 extend into IR Site 3. All ICs are in place.
		Lead	10	7439-92-1	NA	Unknown	Unknown	R	
M-07 (IR Site 3)	Building 398 Turbine Accessory Shop	Solvents	100	NA	NA	15	Unknown	S	NFA per SWMU Evaluation Report (Tetra Tech EMI 2007)
Building 398 (within IR Site 3 footprint)	Turbine Accessories Shop	PD-680 (Solvent)	NA	64742-96-7	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Mercury	1	7439976	NA	Unknown	Unknown	S	
		1,1,1-Trichloroethane	1,000	71-55-6	U226	Unknown	Unknown	S	
		Lubrication and hydraulic oils	Various	NA	NA	55 gallon	Unknown	S	
		Paints	Various	NA	NA	Unknown	Unknown	S	
		Solvents	100	NA	NA	Unknown	Unknown	S	
		Acrylic Lacquer	Various	NA	NA	Unknown	Unknown	S	
Acrylic Paint	Various	NA	NA	Unknown	Unknown	S			

Notes:	
a	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.
b	The Property 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. 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

c 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:

AKA	Also known as	NADEP	Naval Aviation Depot
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bgs	Below ground surface	NFA	No Further Action
CAS	Chemical Abstract System	OU	Operable Unit
COC	Chemical of concern	OWS	Oil-Water Separator
CFR	<i>Code of Federal Regulations</i>	PAH	Polycyclic Aromatic Hydrocarbons
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	PCB	Polychlorinated biphenyl
Ci	Curie	lbs	Pounds
D	Disposed	R	Released
DDD	Dichlorodiphenyldichloroethane	RACR	Remedial Action Completion Report
DDE	Dichlorodiphenyldichloroethylene	RAOs	Remedial Action Objectives
DDT	Dichlorodiphenyltrichloroethane	RCRA	Resource Conservation and Recovery Act
DTSC	Department of Toxic Substances Control	RD	Remedial Design
EDC	Economic Development Conveyance	ROD	Record of Decision
FISCA	Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex	S	Stored
FOST	Finding of Suitability to Transfer	SWMU	Solid Waste Management Unit
GAP	Generator Accumulation Point	TCRA	Time Critical Removal Action
IC	Institutional control	USEPA	United States Environmental Protection Agency
IR	Installation Restoration	U.S.C.	United States Code
ISCO	In situ chemical oxidation	UST	Underground storage tank
LUC	Land Use Control	WD	Washdown area
NA	Not available		

Exhibit B

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ALA-71-EDC

Identification	Media/ Description	Hazardous Substance ^{a,b}	Reportable Quantity (lbs) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
IR Site 3	Soil	Cobalt	NA	NA	NA	Unknown	Unknown	R	Between 1991 and 2008, a series of soil and groundwater investigations were conducted at the site. The OU2B ROD, which includes IR Site 3, was signed in 2015. The ROD selected ICs for cobalt-impacted soil and excavation of lead impacted soil. The excavation work has been completed. No action is required for other soil within IR Site 3. No remedial action is required for groundwater at IR Site 3; however, ICs associated with a VI buffer zone for the OU-2B plume to the south of IR Site 3 extend into IR Site 3. All ICs are in place.
		Lead	10	7439-92-1	NA	Unknown	Unknown	R	
Building 398 (within IR Site 3 footprint)	Turbine Accessories Shop	PD-680 (Solvent)	NA	64742-96-7	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Mercury	1	7439976	NA	Unknown	Unknown	S	
		1,1,1-Trichloroethane	1,000	71-55-6	U226	Unknown	Unknown	S	
		Lubrication and hydraulic oils	Various	NA	NA	55 gallon	Unknown	S	
		Paints	Various	NA	NA	Unknown	Unknown	S	
		Solvents	100	NA	NA	Unknown	Unknown	S	
		Acrylic Lacquer	Various	NA	NA	Unknown	Unknown	S	
Acrylic Paint	Various	NA	NA	NA	Unknown	Unknown	S		

Notes:	
a	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.
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Exhibit B

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COC	Chemical of concern	OWS	Oil-Water Separator
CFR	<i>Code of Federal Regulations</i>	PAH	Polycyclic Aromatic Hydrocarbons
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	PCB	Polychlorinated biphenyl
Ci	Curie	lbs	Pounds
D	Diosposed	R	Released
DDD	Dichlorodiphenyldichloroethane	RACR	Remedial Action Completion Report
DDE	Dichlorodiphenyldichloroethylene	RAOs	Remedial Action Objectives
DDT	Dichlorodiphenyltrichloroethane	RCRA	Resource Conservation and Recovery Act
DTSC	Department of Toxic Substances Control	RD	Remedial Design
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FISCA	Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex	S	Stored
FOST	Finding of Suitability to Transfer	SWMU	Solid Waste Management Unit
GAP	Generator Accumulation Point	TCRA	Time Critical Removal Action
IC	Institutional control	USEPA	United States Environmental Protection Agency
IR	Installation Restoration	U.S.C.	United States Code
ISCO	In situ chemical oxidation	UST	Underground storage tank
LUC	Land Use Control	WD	Washdown area
NA	Not available		

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-72-EDC

Identification	Media/ Description	Hazardous Substance ^{a,b}	Reportable Quantity (lbs) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
IR Site 3	Soil	Cobalt	NA	NA	NA	Unknown	Unknown	R	Between 1991 and 2008, a series of soil and groundwater investigations were conducted at the site. The OU2B ROD, which includes IR Site 3, was signed in 2015. The ROD selected ICs for cobalt-impacted soil and excavation of lead impacted soil. The excavation work has been completed. No action is required for other soil within IR Site 3. No remedial action is required for groundwater at IR Site 3; however, ICs associated with a VI buffer zone for the OU-2B plume to the south of IR Site 3 extend into IR Site 3. All ICs are in place.
		Lead	10	7439-92-1	NA	Unknown	Unknown	R	
NAS GAP 10 (IR Site 3)	Building 112	Solvents	100	NA	NA	55 gallon	Unknown	S	NFA from DTSC in letter dated November 4, 1999. NFA OU2B ROD (Navy 2015a)
		Lubrication and hydraulic oils	Various	NA	NA	55 gallon	Unknown	S	
		Asbestos (double bagged)	1	1332-21-4	NA	Unknown	Unknown	S	
Building 112 (within IR Site 3 footprint)	Hydraulics; welding and wood finishing	Hydraulic Fluid	Various	NA	NA	Unknown	Unknown	S	Chemical storage was associated with hydraulic systems (hydraulic fluid), welding activities (acetylene, oxygen, and argon gases; cutting fluids; and lubricant oils), and wood finishing activities (paints, stains, varnishes, solvents, adhesives, cleaners, and various corrosive materials). No action necessary. Materials stored on site. No spills or releases reported.
		Acetylene Gas	Various	74-86-2	NA	Unknown	Unknown	S	
		Argon Gas	Various	7440-37-1	NA	Unknown	Unknown	S	
		Lubrication and hydraulic oils	Various	NA	NA	55 gallon	Unknown	S	
		Paints	Various	NA	NA	Unknown	Unknown	S	
		Solvents	100	NA	NA	Unknown	Unknown	S	
Building 337 (within IR Site 3 footprint)	Paved chemical supply storehouse	Corrosives	1,000	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Paints	Various	NA	NA	Unknown	Unknown	S	
		Adhesives	Various	NA	NA	Unknown	Unknown	S	
Building 222 (within IR Site 3 footprint)	Garden Shop	Waste Oil	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Chlorine	10	7782-50-5	NA	Unknown	Unknown	S	
		Muriatic Acid	5,000	7647-01-0	NA	Unknown	Unknown	S	

Exhibit B

Identification	Media/ Description	Hazardous Substance ^{a,b}	Reportable Quantity (lbs) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
Building 517 (within IR Site 3 footprint)	Garden Shop	Pesticides	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.

Notes:	
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Exhibit B

IR	Installation Restoration
ISCO	In situ chemical oxidation
LUC	Land Use Control
NA	Not available

U.S.C.	United States Code
UST	Underground storage tank
WD	Washdown area

Exhibit B

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ALA-73-EDC

Identification	Media/Description	Hazardous Substance ^{a,b}	Reportable Quantity (lbs) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
AOC 1	Soil	Cobalt	NA	NA	NA	Unknown	Unknown	R	Results of samples collected in December 2013 did not exceed screening criteria, therefore, NFA required. (CH2MHill 2014)
		Arsenic	1	7440-38-2	NA	Unknown	Unknown	R	

Notes:	
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Ci	Curie	lbs	Pounds
D	Disposed	R	Released
DDD	Dichlorodiphenyldichloroethane	RACR	Remedial Action Completion Report
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Exhibit B

DDT	Dichlorodiphenyltrichloroethane	RCRA	Resource Conservation and Recovery Act
DTSC	Department of Toxic Substances Control	RD	Remedial Design
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NA	Not available		

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-74-EDC

Identification	Media/ Description	Hazardous Substance ^{a,b}	Reportable Quantity (lbs) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
AOC 6	Soil	Hexavalent Chromium	NA	18540-29-9	NA	Unknown	Unknown	R	Results of samples collected in December 2013 did not exceed the risk management range, therefore, NFA required. (CH2MHill 2014)
AST 584 (AOC 6)	15,000 gallon	Industrial Wastewater with corrosion resistant chemicals	Various	NA	NA	Unknown	Unknown	S	Results of samples collected in December 2013 indicated no further investigation or action was necessary. (CH2MHill 2014)

Notes:	
a	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.
b	The Property 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. 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.
c	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:

AKA	Also known as	NADEP	Naval Aviation Depot
AST	Aboveground storage tank	NAS	Naval Air Station Alameda
AOC	Area of Concern	Navy	United States Department of the Navy
bgs	Below ground surface	NFA	No Further Action
CAS	Chemical Abstract System	OU	Operable Unit
COC	Chemical of concern	OWS	Oil-Water Separator
CFR	<i>Code of Federal Regulations</i>	PAH	Polycyclic Aromatic Hydrocarbons
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	PCB	Polychlorinated biphenyl
Ci	Curie	lbs	Pounds
D	Diosposed	R	Released
DDD	Dichlorodiphenyldichloroethane	RACR	Remedial Action Completion Report

Exhibit B

DDE	Dichlorodiphenyldichloroethylene	RAOs	Remedial Action Objectives
DDT	Dichlorodiphenyltrichloroethane	RCRA	Resource Conservation and Recovery Act
DTSC	Department of Toxic Substances Control	RD	Remedial Design
EDC	Economic Development Conveyance	ROD	Record of Decision
FISCA	Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex	S	Stored
FOST	Finding of Suitability to Transfer	SWMU	Solid Waste Management Unit
GAP	Generator Accumulation Point	TCRA	Time Critical Removal Action
IC	Institutional control	USEPA	United States Environmental Protection Agency
IR	Installation Restoration	U.S.C.	United States Code
ISCO	In situ chemical oxidation	UST	Underground storage tank
LUC	Land Use Control	WD	Washdown area
NA	Not available		

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-75-EDC

Identification	Media/ Description	Hazardous Substance ^{a,b}	Reportable Quantity (lbs) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
IR Site 16	Soil	Lead	10	7439-92-1	NA	Unknown	Unknown	R	Between 1990 and 2009 a series of soil and groundwater investigations and removal actions were conducted at the site in correlation with OU-1. The OU-1 ROD selected the remedial action of soil excavation and off-site disposal, which was conducted from November 2009 to July 2010. The ROD selected remedial action of ISCO/Bioremediation, monitored natural attenuation and ICs for groundwater. The RACR for soil remedial action documents that the RAOs have been met and the action is complete. The ESD for groundwater documents that RAOs have been met for groundwater.
		Chlordane	1	57-74-9	U035	Unknown	Unknown	R	
		Dieldrin	1	60-57-1	P037	Unknown	Unknown	R	
		Heptachlor	1	76-44-8	P059	Unknown	Unknown	R	
		Heptachlor Epoxide	1	1024-57-3	NA	Unknown	Unknown	R	
	PCBs	1	1336-36-3	NA	Unknown	Unknown	R		
	Groundwater	Nickel	100	7440-02-0	NA	Unknown	Unknown	R	
		1,3-Dichlorobenzene	100	541-73-1	NA	Unknown	Unknown	R	
		1,4-Dichlorobenzene	100	106-46-7	U072	Unknown	Unknown	R	
		Cyanide	NA	57-12-5	NA	Unknown	Unknown	R	
		Tetrachloroethene	100	127-18-4	U210	Unknown	Unknown	R	
		Trichloroethane	100	79-01-6	U228	Unknown	Unknown	R	
Vinyl chloride	1	75-01-4	U043	Unknown	Unknown	R			

Notes:	
a	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.
b	The Property 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. 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.
c	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.

Exhibit B

Acronyms and Abbreviations:

AKA	Also known as	NADEP	Naval Aviation Depot
AST	Aboveground storage tank	NAS	Naval Air Station Alameda
AOC	Area of Concern	Navy	United States Department of the Navy
bgs	Below ground surface	NFA	No Further Action
CAS	Chemical Abstract System	OU	Operable Unit
COC	Chemical of concern	OWS	Oil-Water Separator
CFR	<i>Code of Federal Regulations</i>	PAH	Polycyclic Aromatic Hydrocarbons
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	PCB	Polychlorinated biphenyl
Ci	Curie	lbs	Pounds
D	Diosposed	R	Released
DDD	Dichlorodiphenyldichloroethane	RACR	Remedial Action Completion Report
DDE	Dichlorodiphenyldichloroethylene	RAOs	Remedial Action Objectives
DDT	Dichlorodiphenyltrichloroethane	RCRA	Resource Conservation and Recovery Act
DTSC	Department of Toxic Substances Control	RD	Remedial Design
EDC	Economic Development Conveyance	ROD	Record of Decision
FISCA	Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex	S	Stored
FOST	Finding of Suitability to Transfer	SWMU	Solid Waste Management Unit
GAP	Generator Accumulation Point	TCRA	Time Critical Removal Action
IC	Institutional control	USEPA	United States Environmental Protection Agency
IR	Installation Restoration	U.S.C.	United States Code
ISCO	In situ chemical oxidation	UST	Underground storage tank
LUC	Land Use Control	WD	Washdown area
NA	Not available		

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-76-EDC

Identification	Media/ Description	Hazardous Substance ^{a,b}	Reportable Quantity (lbs) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
IR Site 16	Soil	Lead	10	7439-92-1	NA	Unknown	Unknown	R	Between 1990 and 2009 a series of soil and groundwater investigations and removal actions were conducted at the site in correlation with OU-1. The OU-1 ROD selected the remedial action of soil excavation and off-site disposal, which was conducted from November 2009 to July 2010. The ROD selected remedial action of ISCO/Bioremediation, monitored natural attenuation and ICs for groundwater. The RACR for soil remedial action documents that the RAOs have been met and the action is complete. The ESD for groundwater documents that RAOs have been met for groundwater.
		Chlordane	1	57-74-9	U035	Unknown	Unknown	R	
		Dieldrin	1	60-57-1	P037	Unknown	Unknown	R	
		Heptachlor	1	76-44-8	P059	Unknown	Unknown	R	
		Heptachlor Epoxide	1	1024-57-3	NA	Unknown	Unknown	R	
	PCBs	1	1336-36-3	NA	Unknown	Unknown	R		
	Groundwater	Nickel	100	7440-02-0	NA	Unknown	Unknown	R	
		1,3-Dichlorobenzene	100	541-73-1	NA	Unknown	Unknown	R	
		1,4-Dichlorobenzene	100	106-46-7	U072	Unknown	Unknown	R	
		Cyanide	NA	57-12-5	NA	Unknown	Unknown	R	
		Tetrachloroethene	100	127-18-4	U210	Unknown	Unknown	R	
Trichloroethane		100	79-01-6	U228	Unknown	Unknown	R		
	Vinyl chloride	1	75-01-4	U043	Unknown	Unknown	R		
AST 338-A1 (IR Site 16)	500 gallon	Propane	NA	74-98-6	NA	Unknown	Unknown	S	NFA documented in 2007 ROD for OU1, tank was removed prior to 2002.
CANS 338A (within IR Site 16 footprint)	Storage Facility	Solvents	100	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
CANS 338H (within IR Site 16 footprint)	Storage Facility	Petroleum Products	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.

Notes:
^a 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.

Exhibit B

b	The Property 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. 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.
c	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:

AKA	Also known as	NADEP	Naval Aviation Depot
AST	Aboveground storage tank	NAS	Naval Air Station Alameda
AOC	Area of Concern	Navy	United States Department of the Navy
bgs	Below ground surface	NFA	No Further Action
CAS	Chemical Abstract System	OU	Operable Unit
COC	Chemical of concern	OWS	Oil-Water Separator
CFR	<i>Code of Federal Regulations</i>	PAH	Polycyclic Aromatic Hydrocarbons
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	PCB	Polychlorinated biphenyl
Ci	Curie	lbs	Pounds
D	Diosposed	R	Released
DDD	Dichlorodiphenyldichloroethane	RACR	Remedial Action Completion Report
DDE	Dichlorodiphenyldichloroethylene	RAOs	Remedial Action Objectives
DDT	Dichlorodiphenyltrichloroethane	RCRA	Resource Conservation and Recovery Act
DTSC	Department of Toxic Substances Control	RD	Remedial Design
EDC	Economic Development Conveyance	ROD	Record of Decision
FISCA	Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex	S	Stored
FOST	Finding of Suitability to Transfer	SWMU	Solid Waste Management Unit
GAP	Generator Accumulation Point	TCRA	Time Critical Removal Action
IC	Institutional control	USEPA	United States Environmental Protection Agency
IR	Installation Restoration	U.S.C.	United States Code
ISCO	In situ chemical oxidation	UST	Underground storage tank
LUC	Land Use Control	WD	Washdown area
NA	Not available		

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-77-EDC

Identification	Media/ Description	Hazardous Substance ^{a,b}	Reportable Quantity (lbs) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
IR Site 16	Soil	Lead	10	7439-92-1	NA	Unknown	Unknown	R	Between 1990 and 2009 a series of soil and groundwater investigations and removal actions were conducted at the site in correlation with OU-1. The OU-1 ROD selected the remedial action of soil excavation and off-site disposal, which was conducted from November 2009 to July 2010. The ROD selected remedial action of ISCO/Bioremediation, monitored natural attenuation and ICs for groundwater. The RACR for soil remedial action documents that the RAOs have been met and the action is complete. The ESD for groundwater documents that RAOs have been met for groundwater.
		Chlordane	1	57-74-9	U035	Unknown	Unknown	R	
		Dieldrin	1	60-57-1	P037	Unknown	Unknown	R	
		Heptachlor	1	76-44-8	P059	Unknown	Unknown	R	
		Heptachlor Epoxide	1	1024-57-3	NA	Unknown	Unknown	R	
	PCBs	1	1336-36-3	NA	Unknown	Unknown	R		
	Groundwater	Nickel	100	7440-02-0	NA	Unknown	Unknown	R	
		1,3-Dichlorobenzene	100	541-73-1	NA	Unknown	Unknown	R	
		1,4-Dichlorobenzene	100	106-46-7	U072	Unknown	Unknown	R	
		Cyanide	NA	57-12-5	NA	Unknown	Unknown	R	
		Tetrachloroethene	100	127-18-4	U210	Unknown	Unknown	R	
Trichloroethane		100	79-01-6	U228	Unknown	Unknown	R		
Vinyl chloride	1	75-01-4	U043	Unknown	Unknown	R			
AST 608 (IR Site 16)	1,000 gallon	Waste Oil	Various	70514-12-4	NA	Unknown	Unknown	S	Site was investigated as part of the IR Site 16. The RACR for soil remedial action documents the RAOs have been met and the action is complete. The ESD for groundwater documents RAOs have been met.
UST 608-1 (IR Site 16)	600 gallon	Waste Oil	Various	70514-12-4	NA	Unknown	Unknown	S	Site was investigated as part of the IR Site 16. The RACR for soil remedial action documents the RAOs have been met and the action is complete. The ESD for groundwater documents RAOs have been met.
WD 608/OWS 608A/OWS 608B (IR Site 16)	Building 608	Waste water	Various	NA	NA	Unknown	Unknown	S	Site was investigated as part of the IR Site 16. The RACR for soil remedial action documents the RAOs have been met and the action is complete. The ESD for groundwater documents RAOs have been met.

Exhibit B

Identification	Media/ Description	Hazardous Substance ^{a,b}	Reportable Quantity (lbs) ^a	CAS Number	RCRA Waste Code ^a	Quantity Stored, Released, or Disposed ^c	Date Stored, Released, or Disposed ^c	Stored (S), Released (R), or Disposed (D)	Action Taken
UST (R)-18/ NAS GAP 17 (IR Site 16)	AKA UST 608-1	Waste Oil	Various	70514-12-4	NA	Unknown	Unknown	S	Site was investigated as part of the IR Site 16. The RACR for soil remedial action documents the RAOs have been met and the action is complete. The ESD for groundwater documents RAOs have been met.
Building 608 (within IR Site 16 footprint)	Auto Repair Facility	Lubrication Oil	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Solvents	100	NA	NA	Unknown	Unknown	S	
		Hydraulic Fluid	Various	NA	NA	Unknown	Unknown	S	
		Paints	Various	NA	NA	Unknown	Unknown	S	
		Acetylene Gas	Various	74-86-2	NA	Unknown	Unknown	S	
Building 402 (within IR Site 16 footprint)	Maintenance Shop and Sand Blast Shelter	Aluminum Oxide	NA	1344-28-1	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Blasting Grit	Various	NA	NA	Unknown	Unknown	S	
		Cleaning Compounds	Various	NA	NA	Unknown	Unknown	S	
		Corrosives	1,000	NA	NA	Unknown	Unknown	S	
		Degreaser	Various	NA	NA	Unknown	Unknown	S	
		Ethylene Acetate	5000	141-78-6	U112	Unknown	Unknown	S	
		Hydraulic Fluid	Various	NA	NA	Unknown	Unknown	S	
		Paints	Various	NA	NA	Unknown	Unknown	S	
		Petroleum Products	Various	NA	NA	Unknown	Unknown	S	
Solvents	100	NA	NA	Unknown	Unknown	S			

Notes:	
a	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.
b	The Property 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. 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.
c	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:

AKA	Also known as	NADEP	Naval Aviation Depot
AST	Aboveground storage tank	NAS	Naval Air Station Alameda
AOC	Area of Concern	Navy	United States Department of the Navy
bgs	Below ground surface	NFA	No Further Action

Exhibit B

CAS	Chemical Abstract System	OU	Operable Unit
COC	Chemical of concern	OWS	Oil-Water Separator
CFR	<i>Code of Federal Regulations</i>	PAH	Polycyclic Aromatic Hydrocarbons
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980	PCB	Polychlorinated biphenyl
Ci	Curie	lbs	Pounds
D	Disposed	R	Released
DDD	Dichlorodiphenyldichloroethane	RACR	Remedial Action Completion Report
DDE	Dichlorodiphenyldichloroethylene	RAOs	Remedial Action Objectives
DDT	Dichlorodiphenyltrichloroethane	RCRA	Resource Conservation and Recovery Act
DTSC	Department of Toxic Substances Control	RD	Remedial Design
EDC	Economic Development Conveyance	ROD	Record of Decision
FISCA	Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex	S	Stored
FOST	Finding of Suitability to Transfer	SWMU	Solid Waste Management Unit
GAP	Generator Accumulation Point	TCRA	Time Critical Removal Action
IC	Institutional control	USEPA	United States Environmental Protection Agency
IR	Installation Restoration	U.S.C.	United States Code
ISCO	In situ chemical oxidation	UST	Underground storage tank
LUC	Land Use Control	WD	Washdown area
NA	Not available		

**Exhibit C for
ALA-68-EDC**

IR SITE 17 ANNUAL IC COMPLIANCE CERTIFICATE

IR Site 17
Alameda Point, Alameda, California
EPA I.D. No. CA2170023236

I _____ hereby certify that the attached IR Site 17 Institutional Control Compliance Monitoring Report is complete and accurate. The requirements of LUC RD Section 4.0 have been met. I further certify that a copy of this compliance certificate and the attached IR Site 17 Institutional Control Compliance Monitoring Report have been sent by Registered Mail to the Federal Facility Agreement signatories:

(Name and Title)

(Date)

(Name and title)

Attachment 1
IR Site 17 IC Compliance Monitoring Report

IR Site 17, Alameda Point, Alameda, California
 EPA I.D. No. CA2170023236

Property Owner: _____

This evaluation is the final Department of the Navy (DON) certification just prior to site conveyance (yes or no) _____

If for an annual inspection, this evaluation covers the period from _____ through _____

Certification Checklist

	In Compliance	Non-Compliance	See Comment
1) No dredging and sediment removal at IR Site 17 unless checklist items 2 through 5 are met.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) A requirement that future dredging be conducted with radiological controls to ensure the health and safety of the workers unless the FFA signatories or their successors determine that this is no longer required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) A requirement that the FFA signatories review and approve a Sediment Management Plan (SMP) for any future proposed dredging to ensure proper procedures and disposal of sediment consistent with residual chemical concentrations and potential Ra-226 activities due to sediment or discrete items with radiological activity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) A requirement that a dredge-specific work plan for any future proposed dredging shall be reviewed and approved by DTSC and, as appropriate, other FFA signatories or their successors to ensure that SMP requirements have been properly incorporated into the work plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) No dredging and sediment removal shall be conducted without written agency approvals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Any violations of these LUCs were reported within 10 business days of discovery, and an explanation of those actions taken or to be taken was provided within 10 days of notification of discovery.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I, the undersigned, hereby certify that the above-described restrictions have been complied with for the period noted. Alternately, any known deficiencies and completed or planned actions to address such deficiencies are described in the attached Explanation of Deficiencies.

Signature

Date

Comments: _____

Mail completed form(s) to the DON, EPA, DTSC, and Water Board in January of each calendar year.

**Exhibit C for
ALA-70-EDC and
ALA-71-EDC**

OU-2B ANNUAL IC COMPLIANCE CERTIFICATE

OU-2B, Installation Restoration Sites 3, 4, 11, and 21
Alameda Point, Alameda, California
USEPA I.D. No. CA2170023236

I _____ hereby certify that the attached OU-2B Institutional Control Compliance Monitoring Report is complete and accurate. The requirements of LUC RD Section 4.0 have been met. I further certify that a copy of this compliance certificate and the attached OU-2B Institutional Control Compliance Monitoring Report have been sent by Registered Mail to the Federal Facility Agreement signatories:

(Name and Title)

(Date)

(Name and title)

Attachment 1
OU-2B IC Compliance Monitoring Report

OU-2B, Alameda Point, Alameda, California
 USEPA I.D. No. CA2170023236

Property Owner: _____

This evaluation is the final Department of the Navy (DON) certification just prior to site conveyance (yes or no) _____

If for an annual inspection, this evaluation covers the period from _____ through _____

Certification Checklist

	In Compliance	Non-Compliance	See Comment
1) No residential use at IR Site 3 in the area of cobalt-impacted soil and at IR Site 4 in the area of hexavalent chromium-impacted soil (shown on LUC RD Figure 3).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) No intrusive activities without prior approval by the agencies approving or concurring on the OU-2B ROD or their successors at IR Site 4 in the area of hexavalent chromium-impacted soil shown on LUC RD Figure 3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) No domestic use of shallow groundwater.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) No drilling of groundwater wells of any type (other than remedy-related wells).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Requirement for engineered vapor intrusion mitigation systems acceptable to the FFA signatories or their successors for all buildings constructed on the area overlying the impacted shallow groundwater plus the approximately 100-foot buffer area until VOC concentrations in groundwater do not pose an unacceptable risk due to the vapor intrusion pathway.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) No construction of buildings with ground-floor residential units or occupancies with sensitive receptors, including schools, child care facilities, hospitals, and senior care facilities, overlying the impacted shallow groundwater plus the 100-foot buffer area until remedial goals are achieved.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) No disturbing/removing/altering security features (such as locks on monitoring wells, site fencing, or signs) and components of the remedy, including monitoring wells, survey monuments, groundwater remediation wells, treatment facilities, and associated equipment and warning signs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8) Notification and/or plans provided to the FFA signatories or their successors for any proposed project that may affect the land use restrictions and IC effectiveness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	In Compliance	Non-Compliance	See Comment
9) Notification provided to the FFA signatories or their successors for any proposals for a land use change that is inconsistent with the land use restrictions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10) Any violations of these LUCs were reported to the DON, USEPA, DTSC, and Water Board within 10 business days of discovery, and an explanation of those actions taken or to be taken was provided within 10 days of notification of discovery.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I, the undersigned, hereby certify that the above-described land use restrictions have been complied with for the period noted. Alternately, any known deficiencies and completed or planned actions to address such deficiencies are described in the attached Explanation of Deficiencies.

Signature

Date

Comments:

Mail completed form(s) to the DON, USEPA, DTSC, and Water Board in January of each calendar year.

**Exhibit C for
ALA-75-EDC and
ALA-77-EDC**

**IR SITE 16 ANNUAL IC COMPLIANCE CERTIFICATE
OPERABLE UNIT 1
ALAMEDA POINT, ALAMEDA, CALIFORNIA**

I, _____, hereby certify that the attached IR Site 16 Institutional Control Certification Checklist and Compliance Certificate is complete and accurate. The requirements of LUC RD report Section 4 have been met. I further certify that a copy of this compliance certificate and the attached IR Site 16 Institutional Control Certification Checklist have been sent by registered mail to the Federal Facility Agreement signatories.

Name and title

Date

IR SITE 16 ANNUAL IC COMPLIANCE MONITORING REPORT AND IC COMPLIANCE CERTIFICATE

Property owner: _____

This evaluation is the final Department of the Navy (DON) certification just prior to site conveyance:

Yes No

If for an annual inspection, this evaluation covers the period:

from _____ through _____

Certification Checklist			
	In Compliance	Non- Compliance	See Comment
1) No groundwater use for any purpose (no evidence of tampering with existing wells or evidence of new wells).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) No land-disturbing activity (excavation; construction of roads, utilities, or structures; or activity that facilitates movement of known contaminated groundwater).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) No installation of new groundwater wells of any type (other than remedy-related wells).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) No altering, disturbing, or removing components of the remedy including groundwater monitoring wells and associated equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	In Compliance	Non-Compliance	See Comment
5) For all residential buildings constructed above the IC implementation areas, engineered vapor intrusion mitigation systems that meet indoor air risk criteria, and are acceptable to the FFA signatories or their successors, have been installed and remain in place until COC concentrations in groundwater meet IC termination criteria.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) No construction of buildings with ground-floor residential units or occupancies with sensitive receptors, including schools, child care facilities, hospitals, and senior care facilities, overlying the IC implementation areas until IC termination criteria are achieved, unless approved by FFA signatories or their successors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) No removal or damage to security features (such as locks on monitoring wells, site fencing or signs) or to survey monuments, monitoring equipment, groundwater remediation wells, treatment facilities, piping or other appurtenances.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8) Notification and/or plans provided to the FFA signatories or their successors for any proposed project that may affect the land use restrictions and IC effectiveness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9) Notification provided to the FFA signatories or their successors for any unauthorized change in land use.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10) Any violations of these LUCs were reported within 10 business days of discovery and an explanation provided of those actions taken or to be taken was provided within 10 days of notification of discovery.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I, the undersigned, hereby certify that the above-described land use restrictions have been compiled with for the period noted. Alternately, any known deficiencies and completed or planned actions to address such deficiencies are described in the attached explanation of deficiencies.

Signature _____ Date _____

Notes and Comments:

Photographs of deficiencies, in addition to other notes and forms, to document the conditions certified in this checklist, should be provided when appropriate.

Send the completed form and all accompanying information by certified mail, return receipt requested, to DON, U.S. EPA, DTSC, RWQCB, and City of Alameda each calendar year.

**Exhibit D – Marsh Crust
Covenants to Restrict Use of
Property (CRUPs) is included in
Section III. Marsh Crust CRUPs**