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May 14, 2019

Via courier

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001



Re: *City of Oakland, CA – Acquisition Exemption – Former Oakland Army Base, Alameda County, CA, STB Docket No. FD 36303*

Dear Ms. Brown:

Enclosed please find for filing in the above-captioned proceeding the City of Oakland, California's Verified Notice of Exemption.

I also am attaching to this filing the \$2,000 filing fee pursuant to 49 C.F.R. § 1002.2(f)(11). However, the City of Oakland seeks a waiver of the filing fee based on the fact that it is a local government entity filing the Notice of Exemption on behalf of the general public. *See* 49 C.F.R. § 1002.2(e). The City of Oakland is directed by duly elected officials who are filing this Notice of Exemption to further the public's benefit and interest in the matter at hand.

Also enclosed is an additional copy of the City of Oakland's Notice of Exemption to be date stamped and returned back to our offices.

Please do not hesitate to contact me if you have any questions.

FILED
May 14, 2019
SURFACE
TRANSPORTATION BOARD

Sincerely,


Charles A. Spitulnik
Counsel for City of Oakland, California

cc: All Parties of Record

Enclosures

FEE RECEIVED
May 14, 2019
SURFACE
TRANSPORTATION BOARD

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB FINANCE DOCKET NO. 36303

**CITY OF OAKLAND, CA
– ACQUISITION EXEMPTION –
FORMER OAKLAND ARMY BASE, ALAMEDA COUNTY, CA**

VERIFIED NOTICE OF EXEMPTION



Communications with respect to this
document should be addressed to:

Charles A. Spitulnik
Christian L. Alexander
KAPLAN KIRSCH & ROCKWELL LLP
1634 Eye (I) Street, N.W. Suite 300
Washington, DC 20006
(202) 955-5600
E-mail: cspitulnik@kaplankirsch.com
calexander@kaplankirsch.com

Counsel for the City of Oakland, California

Dated: May 14, 2019

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB FINANCE DOCKET NO. 36303

**CITY OF OAKLAND, CA
– ACQUISITION EXEMPTION –
FORMER OAKLAND ARMY BASE, ALAMEDA COUNTY, CA**

VERIFIED NOTICE OF EXEMPTION



The City of Oakland, California (“City”), a political subdivision of the State of California, hereby submits this Notice of Exemption with respect to its prior acquisition of approximately 22,200 feet of railroad spur and industrial track situated within City-owned areas of the former Oakland Army Base (“OAB”), in the City of Oakland, Alameda County, California (the “Line”), shown in the map attached at **Attachment 1**.¹ The City, through its predecessors-in-interests Oakland Base Reuse Authority (“OBRA”) and Oakland Redevelopment Agency (“ORA”), acquired the Line along with a portion of the OAB (“City-owned OAB”) through a series of fee and easement transactions between 2003 and 2012. The City acquired the OAB for the purpose of redeveloping the area as part of the Oakland Army Base Redevelopment Project (“OAB Redevelopment Project”) according to the Oakland Army Base Reuse Plan (“Master Plan”). At the time of acquisition of the Line, the City was not aware that the OAB contained trackage subject to the jurisdiction of this Board, and did not seek Board authority for acquisition of the Line. The City, which is a non-carrier and has never had any intention of holding itself out

¹ Although the City is uncertain about the exact distance of existing track acquired as part of its acquisition of a portion of the OAB, it includes, at the very least, the 22,200 feet of track sought to be rehabilitated pursuant to STB Finance Docket 36168. *See infra*. p. 2 of this Notice.

as a common carrier by rail or providing rail service itself on the Line, became aware of the jurisdictional nature of the Line as a result of the proceedings initiated by the Oakland Global Rail Enterprise, LLC (“OGRE”) in Docket No. FD 36168, *Oakland Global Rail Enterprises – Petition for Declaratory Order*. In those proceedings, the Board ordered the City, OGRE, and its affiliate the Oakland Bulk and Oversized Terminal (“OBOT”) to seek acquisition authority for prior acquisition of the rail line, or explain why such authority is not required, by May 14, 2019. *See Oakland Global Rail Enterprise – Petition for Declaratory Order*, STB Docket No. FD 36168, slip op. at 11 (Service Date March 15, 2019) (“March 15 Decision”).² Accordingly, the City is filing this Notice under the Board’s exemption procedures, 49 C.F.R. § 1150.31, related to its prior acquisition of the Line.³

In accordance with the requirements of 49 C.F.R. § 1150.43, the City submits the following information:

- (a) *The full name and address of the applicant*, 49 C.F.R. § 1150.43(a)

City of Oakland, California

City Administrator’s Office
City of Oakland, California
One Frank H. Ogawa Plaza, Eleventh Floor
Oakland, California 94612
Attn: John Monetta, Project Manager

² The City has filed a petition for stay, and a petition for reconsideration of the STB’s March 15th Decision, contesting the Board’s decision to grant OGRE’s petition and its determination that portions of the Line that OGRE seeks to reconstruct are subject to Board jurisdiction. *See City’s Petition for Stay*, STB Docket FD 36168 (Filed March 25, 2019); *City’s Petition for Reconsideration*, STB Docket FD 36168 (Filed Apr. 4, 2019). The City does not intend for this Notice to be construed as waiving those petitions, but rather submits this Notice to comply with the Board’s order in the March 15th Decision.

³ The Board’s conclusion that some or all the track that is the subject of the proceedings in FD 36168 is spur track raises the question whether 49 U.S.C. § 10906 removes the Board’s authority to approve the City’s acquisition of track that appears to be spur track. *See March 15th Decision* (discussing status of the Line as spur track). Because the City has sought reconsideration of the March 15 Decision and has sought a stay of its effective date, it is filing this Notice out of an abundance of caution to ensure compliance with the requirements of the March 15th Decision. However, given the nature of the STB’s jurisdiction and the nature of the acquisition, the City requests in the alternative that the STB determine that the City, as a non-operator, need not seek authority or provide notice of its acquisition of the Line.

- (b) *The name, address and telephone number of the representative of the applicant who should receive correspondence, 49 C.F.R. § 1150.43(b)*

Charles A. Spitulnik
Christian L. Alexander
Kaplan Kirsch & Rockwell LLP
1634 I (Eye) Street, NW
Suite 300
Washington, DC 20006
(202) 955-5600

- (c) *A statement that an agreement has been reached or detail about when an agreement will be reached, 49 C.F.R. § 1150.43(c)*

The City, through its predecessors-in-interest, acquired the Line along with the City-owned OAB in a series of fee and easement transactions between 2003 and 2012. See transactional documents attached hereto at **Attachment 2**. The Port of Oakland has been given jurisdictional control pursuant to the City Charter over those portions of the OAB not conveyed to the City through its predecessors-in-interest.

- (d) *The operator of the property, 49 C.F.R. § 1150.43(d)*

The City is a non-carrier and has never had any intention of holding itself out as a common carrier by rail or providing rail service itself on the Line. The City has always intended to seek a third-party entity to design, build, and operate the OAB Redevelopment Project according to the Master Plan, including operating any associated rail activities. The City had previously entered into an agreement (the “Ground Lease”) that permitted OBOT to conduct these activities, and OBOT in turn subleased rail activities to OGRE (“Rail Sublease”). However, effective November 23, 2018, the Ground Lease, and by extension the Rail Sublease, were terminated.⁴ In light of the termination of the Ground Lease and the newly discovered information regarding the Board’s continuing jurisdiction over the Line, the City will contract with a third-party operator for the Line at a future point in time once there is demonstrated demand and funding for rail service.

- (e) *A brief summary of the proposed transaction, 49 C.F.R. § 1150.43(e)*

- (1) *The name and address of the railroad transferring the subject property, 49 C.F.R. § 1150.43(e)(1)*

No railroad was involved in the transfer of the OAB, including the Line, from the U.S. Army to the City through its predecessors-in-interest. The U.S. Army’s address is:

⁴ OBOT and OGRE are contesting the performance and termination of the Ground Lease in state court and before the Board. See OBOT and OGRE Complaint, Cal. Sup. Ct. Civil Case No. RG18930929 (Filed Dec. 4, 2018); OGRE Reply to Petition for Stay, STB Docket No. FD 36168 (Filed Apr. 1, 2019).

U.S. Secretary of the Army
101 Army Pentagon Washington, DC
20310-0101

- (2) *The proposed time schedule for the consummation of the transaction, 49 C.F.R. § 1150.43(e)(2)*

As discussed above, the City acquired the Line in 2006.

- (3) *The mile-posts of the subject property, including any branch lines, 49 C.F.R. § 1150.43(e)(3)*

The City is not aware that the Line on the City-owned OAB has mile-post numbers associated with them.

- (4) *The total route miles being acquired, 49 C.F.R. § 1150.43(e)(4)*

The Line acquired consists of all rail infrastructure acquired by the City in fee and easement transaction between 2003 and 2012, the total of which is depicted in **Attachment 1**. This includes the 22,200 feet of trackage identified as being on the City-owned OAB in Finance Docket 36168. See March 15th Decision, slip op. at 1.

- (f) *A map that clearly indicates the area to be served, including origins, terminals, stations, cities, counties and states, 49 C.F.R. § 1150.43(f)*

See **Attachment 1**. There are no existing shippers on the Line.

- (g) *A certificate that applicant's projected revenues do not exceed those that would qualify it as a Class III carrier, 49 C.F.R. § 1150.43(g)*

See Verification and Certification, attached.

- (h) *Interchange agreements, 49 C.F.R. § 1150.43(h)*

No interchange agreements are involved in the subject transaction.

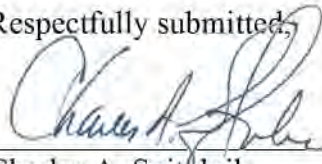
Under § 1105.6(c)(1), the City's proposed acquisition of the Line is exempt from environmental reporting requirements because the railroad operations on the line segment that is subject to the Board's jurisdiction will not be affected by the acquisition by the City. See 49 C.F.R. § 1105.6(c)(1). Specifically, there is no rail service and the City's acquisition will not

result in any additional service because the City will not operate the Line. Any future service on jurisdictional track would require the operator to seek Board authorization.

Similarly, under 49 C.F.R. § 1105.8(b)(1), the City believes that its proposed acquisition of the Line is exempt from historic preservation reporting requirements. The proposed acquisition will continue the *status quo* with respect to freight rail operations, since the City is not seeking to operate the Line itself, but is instead merely the owner of the property. Further Board approval would be required for any future operator to seek authority to operate on the Line, and discontinuance or abandonment would likewise require Board authorization.

A proposed caption summary for publication in the Federal Register is attached as **Attachment 3**.

Respectfully submitted,



Charles A. Spitulnik
Christian L. Alexander
Kaplan Kirsch & Rockwell LLP
1634 Eye (I) Street, NW
Suite 300
Washington, D.C. 20006
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E-mail: cspitulnik@kaplankirsch.com
calexander@kaplankirsch.com

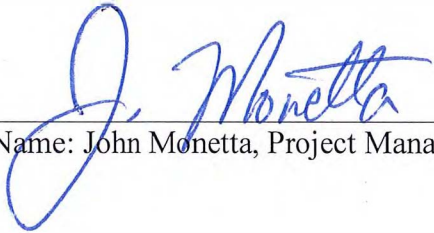
Counsel for the City of Oakland, California

Dated: May 14, 2019

VERIFICATION AND CERTIFICATION

I, John Monetta, Project Manager, Department of Economic & Workforce Development, City of Oakland, California, verify under penalty of perjury that the facts recited in the foregoing Notice of Exemption are true and correct. Further, I certify that I have personal knowledge of the facts stated therein and that I am authorized to verify these facts stated in this Verified Notice of Exemption.

In addition, this is to certify, as required by 49 C.F.R. § 1150.43(g) that, because the City of Oakland will conduct no freight operations on the line segments being acquired, its revenues from freight operations will not result in the creation of a Class I or Class II carrier.


Name: John Monetta, Project Manager

Subscribed and sworn to
before me this ____ day of
_____, 2019.

See attached Invt.
Notary Public

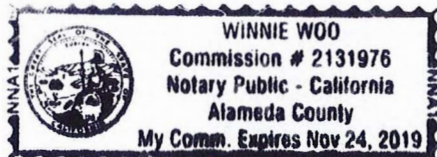
My commission expires: _____

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

State of California
County of Alameda

Subscribed and sworn to (or affirmed) before me on this 14th
day of May, 2019, by John Monetta

proved to me on the basis of satisfactory evidence to be the
person(✓) who appeared before me.



(Seal)

Signature

Winnie Woo

Certificate of Service

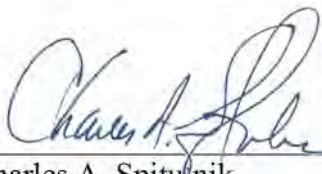
I hereby certify that I have this 14th day of May, 2019, caused to be served a copy of the foregoing Verified Notice of Exemption upon the following parties of record by e-mail and by first class mail, with postage prepaid:

Kathryn Kusske Floyd
Margaret K. Fawal
Venable LLP
600 Massachusetts Ave.
Washington, D.C. 20001
(202) 344-4000

Kevin Sheys
Ed Fishman
Hogan Lovells US LLP
Columbia Square
555 Thirteenth Street NW
Washington, DC 20004
(202) 637-5600
kevin.sheys@hoganlovells.com
ed.fishman@hoganlovells.com

Counsel for Oakland Global Rail Enterprise

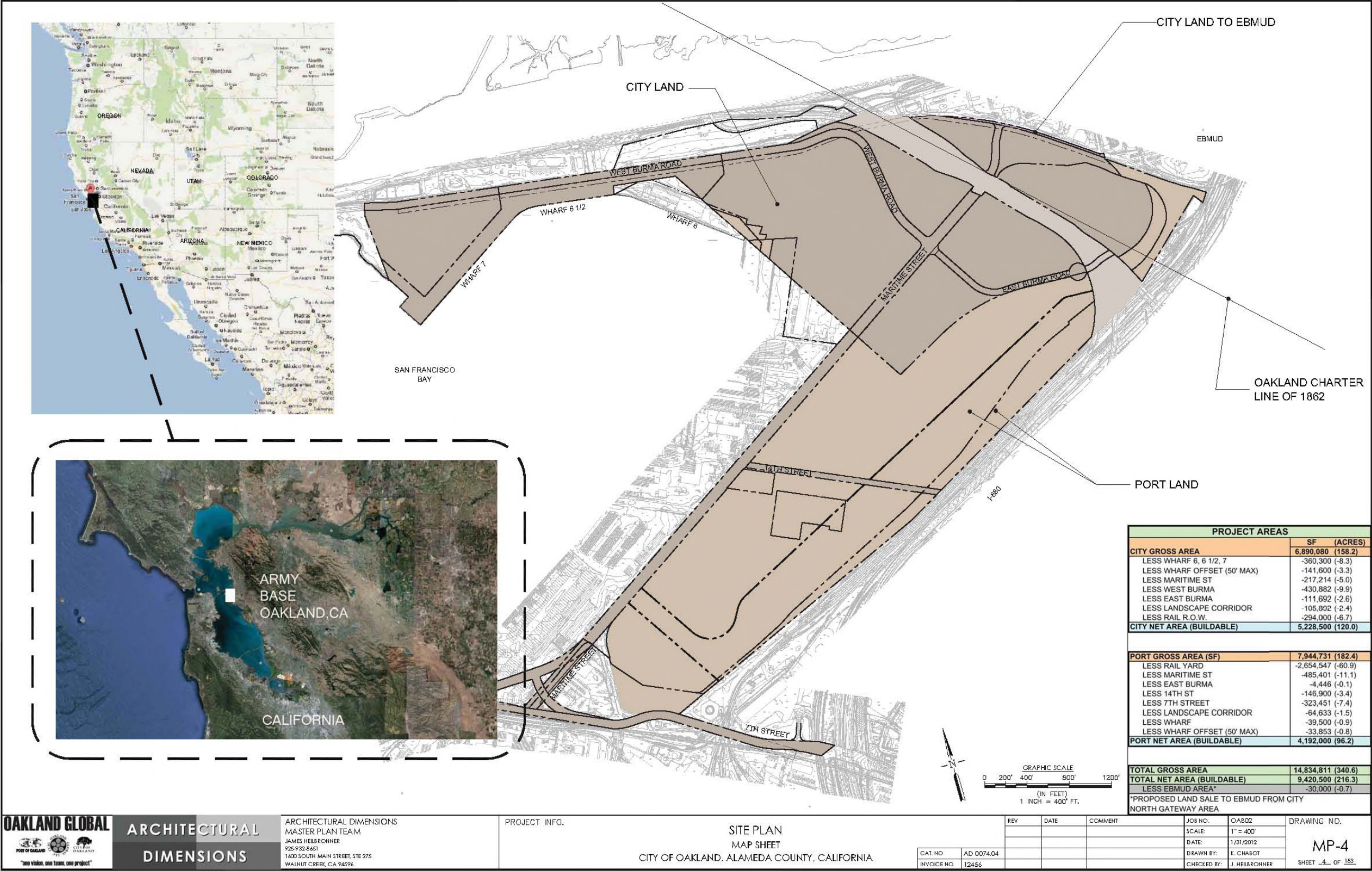
Counsel for the Port of Oakland

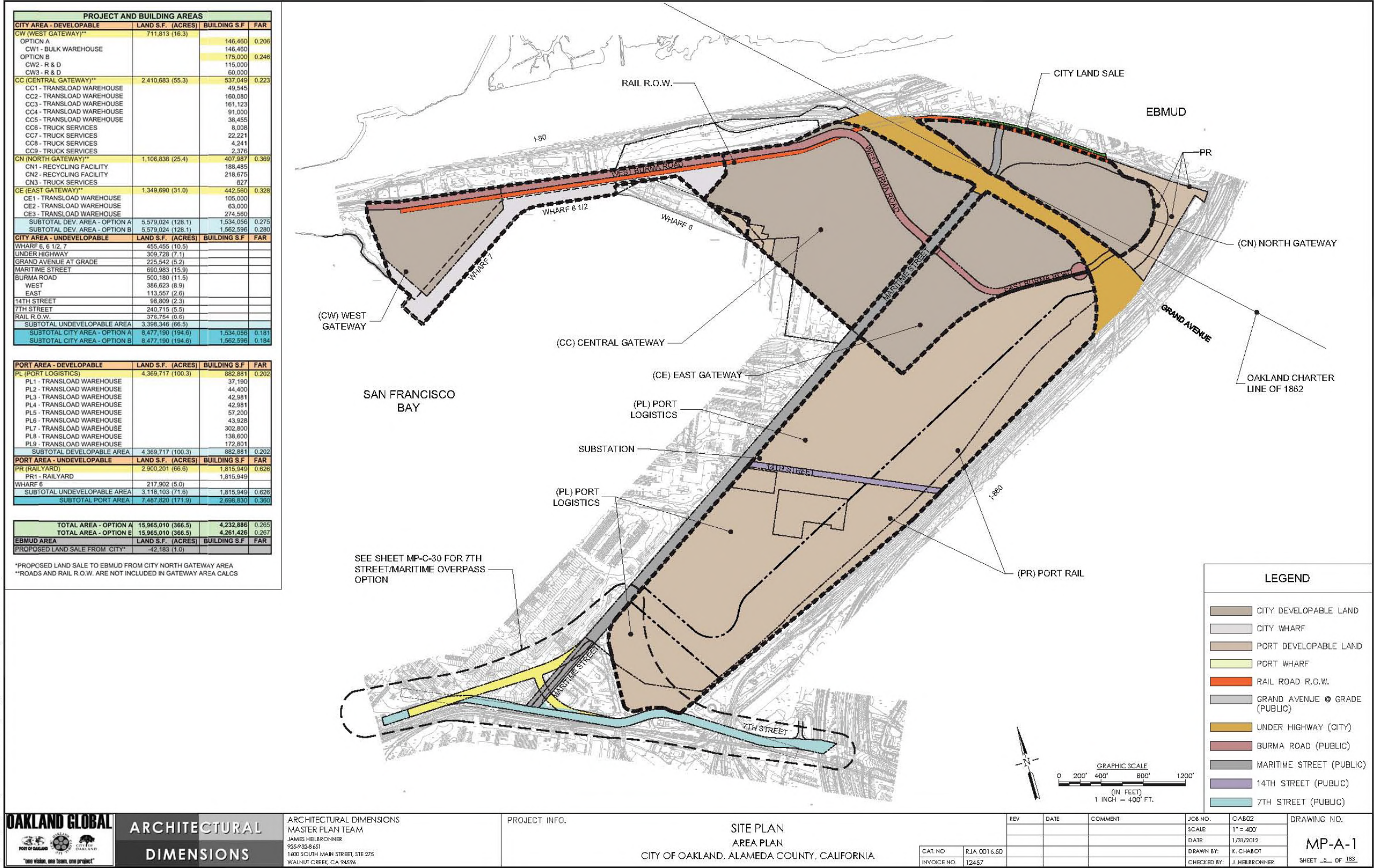


Charles A. Spitulnik

Attachment 1

Map





Attachment 2

**Documents conveying the City-owned OAB to the City through its predecessors-in-interest
OBRA and ORA**

RECORDING AT THE
REQUEST OF
FIRST AMERICAN TITLE
WHEN RECORDED RETURN TO:

Oakland Base Reuse Authority
700 Murmansk Street, Suite 3
Oakland, California 94607-5009
ATTN: Aliza Gallo, Executive Director

159883

DEED NO. DACA05-9-03-567



2003466370

08/08/2003 11:56 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00



135 PGS

RECORDER STAMP

EXEMPT FROM RECORDING FEE PER GOVNT CODE 27383
QUITCLAIM DEED FOR EXEMPT FROM TRANSFER
NO-COST ECONOMIC DEVELOPMENT CONVEYANCE PARCEL TAX DER
COUNTY OF ALAMEDA, CALIFORNIA RPTCODE 11922

THIS DEED ("Deed"), made and executed as of August 7 2003 by the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF THE ARMY, (hereinafter referred to as the "GRANTOR"), under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (Public Law No. 101-510, 10 U.S.C. §2687 note, hereinafter referred to as "BRAC Law"), and delivered to and accepted by the OAKLAND BASE REUSE AUTHORITY, created pursuant to a California Joint Powers Agreement among the City of Oakland, Alameda County and the Oakland Redevelopment Agency, and recognized as the designated Local Redevelopment Authority for the former Oakland Army Base, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense (hereinafter referred to as the "GRANTEE").

WITNESSETH THAT:

WHEREAS, the Secretary of the Army may convey surplus property to the Local Redevelopment Authority at a closing military installation for economic development purposes pursuant to the power and authority provided by Section 2905(b)(4) of the BRAC Law and the implementing regulations of the Department of Defense (32 CFR Part 91); and

WHEREAS, the GRANTEE, by application, requested a no-cost economic development conveyance ("EDC") for portions of the former Oakland Army Base, California ("OARB") consistent with the reuse plan as prepared by the GRANTEE in conformance with BRAC Law; and

WHEREAS, the GRANTOR duly considered and made a final determination that the GRANTEE'S EDC application and reuse plan met the criteria of Section 2821 of the National Defense Authorization Act for Fiscal Year 2000, PL 106-65 (1999) and other applicable BRAC Laws for an EDC transfer of the applicable portions of the former OARB; and

WHEREAS, the **GRANTOR** and the **GRANTEE** have entered into a Memorandum of Agreement ("MOA") for Conveyance of Former Oakland Army Base Parcels Located in the City of Oakland, Alameda County, California, dated the 27th day of September, 2002, which sets forth the specific terms and conditions for conveying portions of the former OARB, comprising approximately 364 acres, as more particularly described in **Exhibit A** attached to this Deed (the "EDC Property" or the "Property"); and

WHEREAS, the California State Historic Preservation Officer has determined that a historic District exists at the former OARB, for which representatives of **GRANTOR**, **GRANTEE**, and the Port of Oakland have entered into a formal Memorandum of Agreement to recognize such District; and

WHEREAS, the **GRANTOR** desires to transfer the EDC Property to the **GRANTEE** by means of this Deed consistent with: (a) the terms of the MOA; (b) the requirements of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. 9620[h]), as amended; (c) the **GRANTOR'S** Finding of Suitability for Early Transfer ("FOSET"), dated April 2003 (d) the Environmental Services Cooperative Agreement ("ESCA") between the **GRANTOR** and the **GRANTEE** dated September 27, 2002 and the attachments thereto; (e) other Federal and State legal and policy requirements; (f) the **GRANTOR'S** post-transfer environmental remediation obligations; and (g) the provisions of this Deed;

NOW, THEREFORE, the **GRANTOR**, for good and valuable consideration does hereby grant, remise, release, and forever quitclaim to the **GRANTEE**, its successors and assigns, all such interest, rights, title, and claim as the **GRANTOR** has in and to the EDC Property, together with all buildings, facilities, roadways, fixtures and other improvements, including the electrical distribution system, natural gas system, sanitary sewer systems, storm drainage system, telephone system, other utility systems and steam generation infrastructure, located within the boundaries of the EDC Property and described in **Exhibit B** attached to this Deed, and all and singular appurtenances, hereditaments, tenements, remainders, issues, profits, rents, privileges and other rights belonging to or related to the EDC Property.

TO HAVE AND TO HOLD the Property unto the **GRANTEE** and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the **GRANTOR** and the **GRANTEE**, its successors and assigns, in perpetuity, as follows:

I. EXCLUSIONS AND RESERVATIONS:

This conveyance is made subject to the following **EXCLUSIONS** and **RESERVATIONS**:

A. The Property is taken by the **GRANTEE** subject to the valid and existing outstanding liens, licenses, leases, easements, and other encumbrances made for the purpose of

roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements, in each case as expressly set forth in this Deed or as properly recorded in accordance with applicable law.

B. The **GRANTOR** reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective actions of environmental conditions that existed during the Army's occupancy, which are found to be necessary under applicable law after the date of the conveyance of the Property subject to the terms and conditions set forth below in Section III.B.5.

C. The **GRANTOR** reserves a right-of-entry and non-exclusive easement over all paved roads within the EDC Property conveyed by this Deed for the purpose of ingress and egress by the **GRANTOR**, its successors, assigns, permittees, contractors, or lessees of or to the property retained by the **GRANTOR** known as the Reserve Enclave and as more particularly described in **Exhibit C** attached to this Deed. The **GRANTEE**, its successors, assigns, permittees, or lessees may occupy and use any part of the reserved ingress and egress easement areas not actually required by the **GRANTOR** for the purpose of full and safe ingress and egress by the **GRANTOR**, so long as such occupancy and use by the **GRANTEE** does not compromise the ability of the **GRANTOR** to use the easement for its intended purposes, as set forth herein. The easement reserved by the **GRANTOR** shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easement unless approved in writing by the then fee holder of the land subject to the easement. This easement shall terminate at such time as the property retained by the **GRANTOR** described in **Exhibit C** is conveyed to the **GRANTEE**, the City of Oakland acting by and through its Board of Port Commissioners (the "Port"), or their respective successors or assigns. In the event the property described in **Exhibit C** is conveyed to an entity other than **GRANTEE**, the Port, or their respective successors or assigns, the easement for access shall not expire.

D. The **GRANTOR**, on behalf of the United States Department of the Navy ("Navy") and its successors and assigns, reserves unto the United States of America, its successors and assigns, an assignable easement to construct, operate, inspect, maintain, repair, remove and replace overhead and underground electric lines, poles, conduits, and appurtenant facilities and equipment (the "Line") over, under and within that certain area described in the attached **Exhibit A** and shown on **Exhibit D** (hereinafter referred to as the "Reservation Area"), together with rights of ingress and egress by public street, or other means of access as designated by **GRANTEE**, subject to the following conditions:

The above easement shall remain in effect until September 30, 2008, or until an agreement is reached between the **GRANTEE** and the Navy, whichever date is later. By this language the **GRANTEE** and the Navy intend that if September 30, 2008 comes without further agreement between the parties, this reservation shall remain in effect until agreement is reached to supercede this reservation. Termination, removal of the Line, and restoration of the Reservation Area shall be determined by further agreement between the Navy and the **GRANTEE**. In the

event the Line is abandoned by the Navy for a period of two (2) consecutive years , then this easement and its rights shall be terminated.

The **GRANTEE**, without cost to the Navy, may relocate the Line and any related facilities at any time, and shall give written notice of such relocation to the Navy. The Navy shall reasonably cooperate in any such relocation, which shall be conducted without unreasonable interruption of service provided by the Line. In the event of such relocation and replacement, **GRANTEE** shall convey a substitute easement to the Navy, at no cost, and ownership of the replacement line shall rest with the Navy or its successors or assigns; and

The Navy shall comply with all applicable laws and shall maintain the Line and all related facilities in good condition and repair. If any action of the Navy's employees or agents in the exercise of rights under this easement results in damage to the Reservation Area, the Navy shall, in its sole discretion, either repair such damage or make an appropriate settlement with the **GRANTEE**. The Department of the Navy will be liable only to the extent provided by the Federal Tort Claims Act. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property of the Reservation Area at the time immediately preceding such damage. The **GRANTEE** may enter the Reservation Area and use it for any purposes not inconsistent with this reservation; and

That any transfer of the easement by assignment, operating agreement or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of this reservation; and

Use of the reservation is at the Navy's sole cost and risk. The Navy's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this easement reservation may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the **GRANTEE** may have to make a claim under applicable laws for any damages other than those provided for herein.

The term "Navy" includes the Department of the Navy, its successors and assigns.

E. The **GRANTOR** hereby conveys to the **GRANTEE** its rights and obligations under the following previously unrecorded easements and/or licenses attached hereto as **Exhibit E**:

1. Department of Army Easement No. SFRE (s) 499, dated January 25, 1954 and Supplementals 1 through 4;
2. Department of Army Easement No. SFRE-(s)-630, dated June 17, 1955;

3. Department of Army Easement No. SFRE-(s)-729, dated February 25, 1957;
4. Department of Army Easement No. DA-04-167-Eng-2830, dated June 15, 1964; and
5. Department of Army Easement No. DACA05-2-70-1, dated January 8, 1970.

II. "AS IS"

The EDC Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee by the **GRANTOR** as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended except as reflected in the Finding of Suitability for Early Transfer, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the **GRANTOR** to make any alterations, repairs, or additions, and said **GRANTOR** shall not be liable for any latent or patent defects in the EDC Property. This Section II shall not affect the **GRANTOR'S** responsibility under CERCLA or Section III herein.

III. CERCLA NOTICE, REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Hazardous Substance Notice

Pursuant to CERCLA Section 120(h)(3), the **GRANTOR** hereby provides notice to the **GRANTEE** that hazardous substances were stored for one year or longer or were released or disposed on the Property prior to the conveyance of the Property to **GRANTEE**. The **GRANTOR** has made a complete search of its files and records. The name, date, description, location and quantity of hazardous substance stored for one year or more, or known to have been released or disposed of on the Property, and the remedial action taken, if any, are set forth in the FOSET Table 3, attached hereto as **Exhibit F**, and the Environmental Baseline Survey for transfer ("EBS-T"), also known as the Community Environmental Response Facilitation Act report, referenced in the FOSET. The remedial actions required to protect human health and the environment are set forth in the approved Remedial Action Plan ("RAP") and Risk Management Plan ("RMP") referenced in the Consent Agreement (as defined in Section III.C.1 of this Deed).

B. Representations, Warranties and Covenants

1. Consistent with and pursuant to Section 120(h)(3) of CERCLA, as amended, 42 U.S.C. Section 9601 et seq., the FOSET, and the EBS-T, together with the RAP and RMP, collectively, set forth the environmental conditions of the Property. The FOSET sets forth the basis for the **GRANTOR'S** determination that the Property is suitable for transfer. The

GRANTEE is hereby made aware of the notifications contained in the EBS-T and the FOSET. The **GRANTEE** has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property. Based on **GRANTEE'S** inspection and review of information provided by **GRANTOR**, **GRANTEE** believes that its intended use is consistent with protection of human health and the environment. The **GRANTOR** represents that the Property is environmentally suitable for transfer to **GRANTEE**, subject to **GRANTOR'S** obligations pursuant to CERCLA and **GRANTEE'S** obligations pursuant to the ESCA, for the purposes identified in the Final Reuse Plan dated July 31, 2002. **GRANTEE**, its successors and assigns, as consideration for the conveyance, agrees to release **GRANTOR** from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, to the extent such hazardous substance was released by the **GRANTEE**, or its agents or contractors, after the conveyance.

2. All response actions after the date of conveyance that are necessary to protect human health and the environment shall be conducted by the **GRANTOR**, with respect to any hazardous substance remaining on the Property as a result of, storage, release, or disposal prior to the date of conveyance. The **GRANTEE** has assumed certain obligations of the **GRANTOR** for the environmental cleanup of the property pursuant to the ESCA.

3. The **GRANTOR** covenants that when all response actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property on the date of this conveyance have been taken, **GRANTOR** shall execute and deliver to the **GRANTEE** an appropriate document containing a warranty that all such response actions have been taken. The making of the warranty shall be considered to satisfy the requirements of CERCLA 120(h)(3)(a)(ii)(I).

4. The **GRANTOR** covenants that the **GRANTOR** shall conduct any additional remedial action found to be necessary after the effective date of the warranty granted under Paragraph B.3 above, with regard to any hazardous substances remaining on the Property prior to the date of this conveyance. This covenant shall not apply to the extent that the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to such hazardous substances.

5. **GRANTEE** covenants that the **GRANTOR**, its officers, agents, employees, contractors and subcontractors, in accordance with Section 120(h) of CERCLA, as amended, reserves a right of access, subject to the conditions below, to any and all portions of the Property (except for interior locations in buildings constructed following conveyance) for purposes of environmental investigation, remediation, or other corrective actions of environmental conditions that existed during the **GRANTOR'S** occupancy, which were found to be necessary under applicable law after the date of the conveyance of the Property. The **GRANTOR** and the **GRANTEE** agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and **GRANTEE'S** or any lessee's or other authorized occupants' operations. Any inspection, monitoring, testing, sampling, survey, investigation, or other response or remedial action will, to the extent

practicable, be coordinated with representatives designated by **GRANTEE**. Pursuant to this reservation, the **GRANTOR** and its officers, agents, employees, contractors, subcontractors shall have the right (upon reasonable written notice to the **GRANTEE** or the then owner and any authorized occupant of the Property, except for in the case of imminent endangerment to human health and the environment) to enter upon the Property (except for interior locations of buildings constructed following conveyance), and perform surveys, drillings, test-pitting, borings, data and/or record compilation, and other activities necessary to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable law, including but not limited to installation of monitoring and extraction wells, and other treatment facilities. The **GRANTEE** and the **GRANTOR** agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities at the Property, and the operations and construction activities of the **GRANTEE**, or any authorized occupant, and their respective successors, assigns, lessees and contractors.

6. The **GRANTOR** covenants that upon completion of any removal action, remediation action, or other activity that removes the risk giving rise to any restriction on future use or any limitation of activities contained in the Environmental Restrictions set forth in Section III.C.1 herein, a deed or lease for the Property, or in any other document relating to the Property, the **GRANTOR**, without any payment of funds by the United States, agrees to cooperate with the **GRANTEE**, its successors or assigns, in any application, permit, easement or other effort to obtain approval from appropriate Federal, state or local authorities, including the Department of Toxic Substances Control ("DTSC") pursuant to the RAP, RMP and Consent Agreement, to remove any such restriction or limitation, which the **GRANTEE**, its successors or assigns, shall seek to remove or eliminate. **GRANTOR** shall not unreasonably withhold consent to the removal of any restriction or limitation of activities that DTSC approves for removal as set forth above and in conformance with the RAP, RMP and Consent Agreement and the remedy implementation requirements of CERCLA.

7. The **GRANTOR** recognizes its obligation to hold harmless, defend, and indemnify the **GRANTEE** and any successor, assignee, transferee, lender, lessee or authorized occupant of the **GRANTEE** or its successors and assigns, as required and limited by Section 330 of the National Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

8. The covenant deferral granted under the FOSET shall not diminish, increase, or affect in any manner any rights or obligations of the **GRANTOR** under CERCLA as provided in CERCLA section 120(h)(3)(C)(iv) with respect to the Property.

9. In consideration of the funds available under the ESCA, whereby **GRANTEE** performs environmental response services, and the transfer of the Property, **GRANTEE** agrees that it shall, upon the conveyance of the Property, regardless of possible termination of the ESCA, indemnify **GRANTOR** for:

(a) Any response cost claims for any environmental conditions for which **GRANTEE** is responsible under the ESCA, including hazardous substances, pollutants and contaminants, petroleum, and petroleum derivatives. **GRANTEE'S** indemnification obligation shall exist with respect to all Known and Unknown Conditions on the Property, as defined in the ESCA, including remediation of Building 1 contamination and all costs associated with correction of a failure of any remedy implemented by the **GRANTEE**.

(b) all personal injury or property damage claims to the extent caused by the acts or omissions of **GRANTEE** or its contractors in the course of performing the environmental response services for which the **GRANTEE** is responsible under the ESCA;

(c) all natural resource damages to the extent caused by or contributed to by the actions of **GRANTEE**;

(d) all costs associated with or arising from any negligent acts or omissions or willful misconduct of the **GRANTEE**, in the course of performing the environmental response services or implementing the remediation actions required under the Consent Agreement;

(e) regulatory oversight costs for any remedy implemented by the **GRANTEE** to the extent the **GRANTEE** is responsible for such costs in accordance with the terms of the ESCA; provided, however that regulatory oversight costs for remedy implementation (as provided for under the Consent Agreement) are to be paid by the **GRANTOR** as provided for under the Defense-State Memorandum of Agreement ("DSMOA").

(f) all costs associated with additional remediation required on or within the Property after **GRANTEE** achieves regulatory closure for which **GRANTEE** is responsible under the ESCA, except for those associated with Army-Retained Conditions, as defined in the ESCA;

(g) all costs associated with additional remediation required on or within the Property, as a result of a change in land use from that anticipated at the time of the execution of the ESCA.

C. Notice of State Covenant to Restrict Use of Property

1. Environmental Restrictions. The Property is subject to the land use restrictions ("Restrictions") referenced in Section 3.6 of the Consent Agreement Between the Oakland Base Reuse Authority, City of Oakland acting by and through the Oakland Redevelopment Agency and the State of California Environmental Protection Agency, Department of Toxic Substances Control Concerning Oakland Army Base, Oakland, California,

dated September 27, 2002 as modified and superceded May 19, 2003 (the "Consent Agreement") and set forth in Exhibit D of the Consent Agreement, the *Covenant to Restrict Use of Property*, which is required to be recorded by the GRANTEE concurrently with the transfer of the Property by GRANTOR to GRANTEE. The Restrictions require or prohibit the following future uses of the Property (absent express written approval from DTSC):

(a) Sensitive land uses, including but not limited to, residential housing, schools, day-care facilities, hospitals and hospices are prohibited.

(b) The construction of groundwater wells and extraction of groundwater from new and existing wells for all purposes are prohibited.

(c) Activities that disturb surface or subsurface soil, disturb existing soil covers, disturb or restrict access to groundwater monitoring wells, generate water in excavations, extract groundwater from excavations, or alter groundwater conditions are prohibited, except as conducted pursuant to the RAP and RMP.

(d) The GRANTEE and occupants are required to comply with the RAP and RMP, including the Risk Management Plan provisions for soil and groundwater management, maintenance of existing cover or construction of new cover, mitigation measures during earthwork, management of below grade structures, and construction dewatering.

(e) The GRANTEE is required to submit annual certification to DTSC attesting to compliance with the Covenant to Restrict Use of Property.

2. Army Enforcement of Restrictions for the Property. As a former owner/operator of the Property and a beneficiary of the Restrictions, the GRANTOR expressly reserves the right to require compliance with the Restrictions, as amended in conformance with the RAP, RMP and Consent Agreement, to ensure compliance with the remedy implementation requirements of CERCLA, following conveyance of the Property to GRANTEE. The GRANTOR shall provide GRANTEE with written notice of any alleged noncompliance with the Restrictions, and the GRANTOR and GRANTEE shall meet and confer, with DTSC, in order to assure ongoing compliance with applicable Restrictions. The GRANTOR also expressly reserves any and all of its rights under the law to enforce compliance with the Restrictions or enjoin use that is in violation of the Restrictions. The GRANTOR will not be liable for any costs that result from a violation of the restrictions where the violation is not caused by the GRANTOR.

D. Environmental Notifications and Covenants

GRANTOR hereby provides certain express notifications and covenants regarding certain environmental conditions that do or may exist as of the conveyance of the Property to GRANTEE (the "Conveyance Date"). Notifications and covenants provided below regarding

the structures and equipment, including Asbestos, Lead-Based Paints, and Equipment Containing Polychlorinated Biphenyls ("PCBs") apply only to buildings, fixtures and equipment which exist as of the Conveyance Date, and do not apply to buildings, fixtures and equipment which may be constructed or installed following the Conveyance Date.

1. Asbestos

(a) The **GRANTEE** is hereby informed and does acknowledge that friable and nonfriable asbestos or asbestos-containing material ("ACM") have been found on the Property, as described in the EBS-T and asbestos surveys referenced in the EBS-T. **GRANTEE** hereby acknowledges receipt of all documents described in this paragraph. To the best of **GRANTOR'S** knowledge, the asbestos and ACM on the Property do not currently pose a threat to human health or the environment.

(b) The **GRANTEE** covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the **GRANTOR** assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death which arise from exposure to asbestos or ACM that occur after the date of transfer to the **GRANTEE**, its successors or assigns, lessees, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property that occurs after the date of transfer to the **GRANTEE**, whether the **GRANTEE**, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. **GRANTEE** agrees to be responsible for any future remediation of ACM found within buildings or structures on the Property, in compliance with applicable legal requirements. The **GRANTEE** agrees to provide the **GRANTOR** and regulators with a copy of all final reports pertaining to the remediation of any or all ACM found within buildings or structures on the Property.

(c) Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration ("OSHA") and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(d) The **GRANTEE** acknowledges that it has inspected the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto.

(e) No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose, except as expressly set forth in this

Deed. The failure of the **GRANTEE** to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States, with respect to any asbestos hazards or concerns.

(f) The **GRANTEE** further agrees to indemnify and hold harmless the **GRANTOR**, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising from (i) exposure to asbestos on any portion of the Property, provided that such exposure occurs after the conveyance of the Property to the **GRANTEE** or (ii) any future remediation or abatement of asbestos or the need therefor that occurs after the conveyance of the Property to **GRANTEE**. The **GRANTEE'S** obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

(g) Upon the completion of demolition of ACM-containing buildings or asbestos abatement, and proper disposal of the waste generated therefrom, the **GRANTEE**, or its successors in interest or assigns may file a written application with the **GRANTOR**, acting through the U.S. Army Corps of Engineers, Sacramento District (or the successor thereto), and provide to the **GRANTOR** either a certification from the appropriate state environmental agency or a report by a certified or licensed asbestos inspector engaged by the applicant, confirming the abatement or removal of the friable asbestos from all or some portions of the Property, and proper disposal of the waste generated therefrom, in accordance with applicable laws. Upon compliance with the foregoing, **GRANTEE** may submit to **GRANTOR** an amendment to the Deed in recordable form deleting this Section III.D.1 from the Deed as to all or that portion of the Property that is covered by such certification or report. Consent to the deletion of this Section III.D.1 from the Deed shall not be unreasonably withheld by the **GRANTOR**, and this Deed amendment shall be issued by the **GRANTOR** to the applicant within a reasonable period of time after request by **GRANTEE**; provided however, that such amendment shall be at no cost to the **GRANTOR**.

2. Lead Based Paint

(a) The **GRANTEE** and its successors and assigns are hereby informed and do acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in Residential Real Property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real

Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents; and buildings visited regularly by the same child, six years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms; but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

(b) Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint or lead-based paint hazards, and the condition of painted surfaces, is contained in the EBS-T, which has been provided to the **GRANTEE**. All purchasers of Residential Real Property must also receive the federally approved pamphlet on lead poisoning prevention. Buildings constructed prior to 1978 are assumed to contain lead-based paint. Buildings constructed after 1977 are assumed to be free of lead-based paint. No other surveys or studies assessing the possible presence of lead-based paint in former or existing buildings on the Property were performed by the **GRANTOR**. The **GRANTEE** hereby acknowledges receipt of the information described in this Subparagraph.

(c) The **GRANTEE** acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of the Deed.

(d) The **GRANTEE** covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined in paragraph (a), above, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the **GRANTEE** specifically agrees to perform, at its sole expense, the lead-based paint abatement equivalent to the requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X).

(e) Prior to the sale or use of any property which will be used as Residential Real Property which is not Residential Real Property at the time the Property is conveyed by **GRANTOR** to **GRANTEE**, the **GRANTEE** shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Perform a Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (2) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (3) Abate lead dust and lead-based paint hazards in pre-1960 Residential Real Property, in accordance with the procedures in 24 CFR 35; (4) Abate soil-lead hazards in pre-1978 Residential Real Property, in accordance with the procedures in 24 CFR 35; (5) Abate lead-soil hazards following demolition and redevelopment of structures in

areas that will be developed as Residential Real Property; (6) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (7) Perform the activities described in this paragraph within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use of the Residential Real Property; and (8) Send a copy of the clearance documentation to the **GRANTOR**.

(f) In complying with these requirements, the **GRANTEE** covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the use of the Property as Residential Real Property after conveyance to the **GRANTEE**. The **GRANTEE** covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities conducted by the **GRANTEE**.

(g) The **GRANTEE** further agrees to indemnify and hold harmless the **GRANTOR**, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorneys' fees arising out of personal injury, death or property damage resulting from, related to, caused by or arising out of residential exposure or improper handling or disposal of lead-based paint or lead-based paint hazards related to the Property after the date of transfer.

(h) Upon the completion of the foregoing identification, abatement and disposal or demolition and disposal of lead-based paints on buildings and structures that exist as of the Property's transfer by **GRANTOR** to **GRANTEE**, the **GRANTEE**, or its successors in interest or assigns, may file a written application with the **GRANTOR**, acting through the U.S. Army Corps of Engineers, Sacramento District (or the successor thereto), and provide to the **GRANTEE** either a certification from the appropriate state environmental agency or a report by a certified or licensed lead-based paint inspector engaged by the applicant, confirming the abatement or removal of the lead-based paints from all or some portions of the Property, and proper disposal of the waste generated therefrom, in accordance with applicable laws. Upon compliance with the foregoing, **GRANTEE** may submit to **GRANTOR** an amendment to this Deed in recordable form deleting this Section III.D.2 from the Deed as to all or that portion of the Property that is covered by the certification or report. Consent to the deletion of this Section III.D.2 from the Deed shall not be unreasonably withheld by the **GRANTOR**, and this Deed amendment shall be issued by the **GRANTOR** to the applicant within a reasonable period of time after request by **GRANTEE**; provided however, that such amendment shall be at no cost to the **GRANTOR**.

3. Polychlorinated Biphenyls (PCB)-Containing Equipment

(a) **GRANTEE** is hereby informed that, based upon data resulting from Property-wide sampling and analysis of the subject equipment, equipment containing PCBs above current regulatory action levels exist on the Property as described in the EBS-T. The non-PCB and PCB-containing transformer equipment remaining on the Property is listed in the EBS-

T. Except as described in the EBS-T, PCB contamination or spills related to such equipment have been properly remediated prior to conveyance. The PCB-containing transformer equipment does not currently pose an unacceptable threat to human health or the environment.

(b) **GRANTOR** has furnished to **GRANTEE** all available information in its possession, and **GRANTEE** acknowledges receipt of the information provided to it by **GRANTOR** and described in the EBS-T, related to past PCB-containing equipment necessary for the continued compliance by **GRANTEE** with applicable laws and regulations related to the use and storage of PCBs or PCB containing equipment.

(c) **GRANTEE** covenants and agrees that, upon conveyance of the Property from **GRANTOR** to **GRANTEE**, **GRANTEE'S** possession, use, management or removal of any PCB-containing equipment will be in compliance with all applicable laws relating to PCBs and PCB-containing equipment. **GRANTEE** shall comply with the provisions of all Federal, state and local health and safety plan requirements in effect during the course of any future redevelopment efforts and/or environmental response actions on the Property.

(d) **GRANTOR** assumes no liability for the future remediation of PCB contamination from such equipment or damages for personal injury, illness, disability, or death to **GRANTEE**, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the use, handling, management, disposition, or other activity occurring after the Property is conveyed by **GRANTOR** to **GRANTEE**, that results in exposure to PCBs or PCB containing equipment, whether or not **GRANTEE** has properly warned or failed to properly warn any such individual(s) injured.

(e) The **GRANTEE**, or its successors in interest or assigns, may file a written application with the **GRANTOR**, acting through the U.S. Army Corps of Engineers, Sacramento District (or the successor thereto), and provide to the **GRANTOR** either a certification from the appropriate state environmental agency or a report by a certified or licensed inspector engaged by the applicant, confirming the removal of the PCB-containing equipment from all or some portions of the Property, and proper disposal of the waste generated therefrom, in accordance with applicable laws. Upon compliance with the foregoing, **GRANTEE** may submit to **GRANTOR** an amendment to this Deed in recordable form deleting this Section III.D.3 from the Deed as to all or that portion of the Property covered by said certification or report. Consent to the deletion of this Section III.D.3 from the Deed shall not be unreasonably withheld by the **GRANTOR**, and this Deed amendment shall be issued by the **GRANTOR** to the applicant within a reasonable period of time after request by **GRANTEE**; provided however, that such amendment shall be at no cost to the **GRANTOR**.

4. Unexploded or Abandoned Ordnance, Chemical and Biological Warfare Agents, and Radiological Materials

Based on a review of installation historical data and the EBS-T, **GRANTOR** represents that there is no evidence of any radiological material, chemical or biological warfare agents, unexploded ordnance or abandoned ordnance located on or around the Property. In the event any such material, agents, or ordnance is ever discovered or suspected to reside on or around the Property, **GRANTEE** shall immediately notify the local police department and **GRANTOR**, and **GRANTEE** shall refrain from attempting to remove or dispose of any such material, agents, or ordnance. Notwithstanding any other provision of this or any other agreement between **GRANTEE** and **GRANTOR**, **GRANTOR** shall be solely liable and responsible for the safe, timely disposal of any radiological material, chemical or biological warfare agents, unexploded ordnance or abandoned ordnance discovered on or around the Property, in compliance with all applicable laws and regulations.

IV. ENFORCEMENT AND NOTICE REQUIREMENT

A. The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local government of the City of Oakland, the Oakland Base Reuse Authority, the Oakland Redevelopment Agency and the Port of Oakland, and the lands retained by the **GRANTOR** and, therefore, are enforceable, by resort to specific performance or legal process by the United States as to the **GRANTEE**, and by the **GRANTEE**, its successors and assigns, the State of California, the City of Oakland, the Oakland Redevelopment Agency and the Port of Oakland as to the **GRANTOR**. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission in the exercise of their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this Deed against the **GRANTEE**, or its successors and assigns, shall only apply with respect to the EDC Property conveyed herein and held by such **GRANTEE**, or its successor or assign, and only with respect to matters occurring during the period of time such **GRANTEE**, or its successors or assigns, owned or occupied such EDC Property or any portion thereof.

B. The **GRANTEE**, its successors or assigns, shall neither transfer the Property, nor any portion thereof, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in Sections I, II, III, V, and VI of this Deed, either verbatim or by reference to this Deed. **GRANTEE** shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license, again either verbatim or by cross reference to this Deed.

C. The obligations imposed in this Paragraph upon the successors or assigns of **GRANTEE** shall only extend to the property conveyed to any such successor or assign.

V. ENDANGERED SPECIES OR THREATENED SPECIES

The **GRANTEE**, its successors and assigns shall comply with the requirements, if any, to protect and preserve endangered or threatened plants, species, or wildlife habitats that may exist at the Property in accordance with applicable law. All future proposed use potentially impacting threatened and endangered species designated under the federal Endangered Species Act, 16 U.S.C. §§ 1531 – 1544, must be coordinated with the United States Department of Fish and Wildlife Service to the extent required under applicable law.

VI. AIR NAVIGATION RESTRICTION

The Oakland International Airport is located approximately 10 miles from the former OARB. Accordingly, in coordination with the Federal Aviation Administration, the **GRANTEE** covenants and agrees, on behalf of it, its successors and assigns and every successor in interest to the Property, or any part thereof, that, when required by applicable law, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

VII. NOTICE OF NON-DISCRIMINATION

With respect to activities and employment practices related to the EDC Property, the **GRANTEE** covenants for itself, and its successors and assigns, that the **GRANTEE**, and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the EDC Property in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794). The **GRANTOR** shall be deemed a beneficiary of this covenant without regard to whether the **GRANTOR** remains the owner of any land or interest in the locality of the EDC Property hereby conveyed by this Deed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

VIII. ANTI-DEFICIENCY ACT STATEMENT

The **GRANTOR'S** obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act, P.L. 97-258.

IX. GENERAL PROVISIONS

A. LIBERAL CONSTRUCTION. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and the policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an

interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

B. **SEVERABILITY.** If any provision of this Deed, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

C. **NO FORFEITURE.** Nothing contained herein will result in a forfeiture or reversion of title in any respect.

D. **CAPTIONS.** The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

E. **RIGHT TO PERFORM.** Any right which is exercisable by the **GRANTEE**, and its successors and assigns, to perform under this Deed may also be performed, in the event of default by the **GRANTEE**, or its successors and assigns, by a lender of the **GRANTEE** and its successors and assigns.

X. THE CONDITIONS, RESTRICTIONS, AND COVENANTS

The conditions, restrictions, and covenants set forth in this Deed are a binding servitude on the herein conveyed Property and will be deemed to run with the land in perpetuity, except as otherwise expressly provided in this Deed. To the extent expressly required in this Deed, restrictions, stipulations and covenants contained herein will be inserted by the **GRANTEE** verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof. All rights and powers reserved to the **GRANTOR**, and all references in this Deed to the **GRANTOR** shall include its successors in interest. The **GRANTOR** may agree to waive, eliminate, or reduce the obligations contained in the covenants in accordance with the provisions of Section III, **PROVIDED, HOWEVER**, that the failure of the **GRANTOR** or its successors to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the **GRANTEE**, its successors and assigns, with respect to such future performance shall be continued in full force and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, the GRANTOR, the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF THE ARMY, has caused these presents to be executed this 16th day of July, 2003.

UNITED STATES OF AMERICA

By: _____

Joseph W. Whitaker

Deputy Assistant Secretary of the Army

(Installations and Housing)

OASA (I&E)

COMMONWEALTH OF VIRGINIA)

) ss

COUNTY OF ARLINGTON)

On 16 July 2003 before me, the undersigned, a Notary Public in and for said state, personally appeared Joseph P. Whitaker personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Loren A. Cooper

Notary Public, Commonwealth of Virginia

My Commission Expires November 30, 2006

ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY:

KAREN A. COOPER

COMMISSION NUMBER:

N/A

NOTARY PUBLIC STATE:

VIRGINIA

COUNTY:

ARLINGTON

MY COMMISSION EXPIRES:

NOVEMBER 30, 2006

SIGNATURE OF DECLARANT: _____

Paul C Donahue

PRINT NAME OF DECLARANT: **PAUL C. DONAHUE AGENT FOR FIRST
AMERICAN TITLE GUARANTY COMPANY**

CITY AND STATE OF EXECUTION: **CITY OF OAKLAND, STATE OF CALIFORNIA**

DATE SIGNED: *Aug 8, 2003*

ACCEPTANCE:

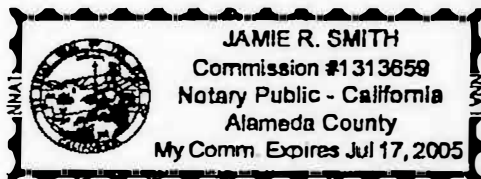
In Testimony Whereof, witness the signature of the Oakland Base Reuse Authority, created pursuant to a California Joint Powers Agreement among the City of Oakland, Alameda County and the Oakland Redevelopment Agency, this 7 day of August, 2003, which hereby accepts and approves this Quitclaim Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.

OAKLAND BASE REUSE AUTHORITY

By: 
 Aliza Gallo
 Executive Director

STATE OF CALIFORNIA)
) ss
 COUNTY OF ALAMEDA)

On AUGUST 7, 2003 before me, the undersigned, a Notary Public in and for said state, personally appeared Aliza Gallo, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.


 Notary Public, State of California

**RECORDING REQUESTED BY
FIRST AMERICAN TITLE**

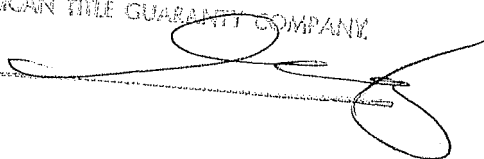
TDC:aaa 9/1/04

**RECORDING REQUESTED BY,
WHEN RECORDED MAIL TO, AND
MAIL TAX STATEMENTS TO:**

Port of Oakland
530 Water Street
Jack London Square
Oakland, CA 94604
Attention: David Alexander, Port Attorney

First American Title Guaranty Company hereby
certifies that the within instrument is a true
and correct copy of the original instrument
recorded in the office of the recorder of the
County of Alameda, State of California,
on 11/18/04

Recorder's Serial No. 51853
FIRST AMERICAN TITLE GUARANTY COMPANY

By 

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fees pursuant to Cal. Gov't Code §
27383. Exempt from documentary transfer tax pursuant to
California Revenue and Taxation Code § 11922.

QUITCLAIM DEED

for East Maritime Army Reserve Property

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the Oakland Base Reuse Authority ("OBRA"), created pursuant to a Joint Powers Agreement among the City of Oakland and the City of Oakland's Redevelopment Agency ("ORA") hereby QUITCLAIMS to the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port"), all of OBRA's right, title and interest in and to the real property in the State of California, County of Alameda, City of Oakland, described in Exhibit A attached hereto and incorporated herein (the "Property"), together with all facilities, roadways, fixtures and other improvements, including the electrical distribution system, natural gas system, sanitary sewer systems, storm drainage system, telephone system, other utility systems and steam generation infrastructure, located within the boundaries of the Property, and all and singular appurtenances, hereditaments, tenements, remainders, issues, profits, rents, privileges and other rights belonging to or related to the Property.

As required in that certain instrument entitled "Quitclaim Deed for the Subaru Lot" from the United States of America, acting by and through the Deputy Assistant Secretary of the Army (Installations & Housing), as Grantor (the "Army") to OBRA, as Grantee, dated as of August 31, 2004 and recorded concurrently as Document No. 513849 in the Official Records of Alameda County, California (the "Army Deed"), OBRA hereby incorporates by reference the notices, use restrictions and restrictive covenants contained in the Army Deed to the extent applicable to the Property. The Port, in turn, will include such notices, use restrictions and restrictive covenants and conditions, either verbatim or by reference, in all further deeds, easements, transfers,

cases or grant of any interest, privilege or license by the Port of all or any portion of the Property, to the extent applicable to the property the Port is then conveying.

Dated: _____, 2004

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

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

WITNESS my hand and official seal.

Notary Public

OAKLAND BASE REUSE AUTHORITY, created pursuant to a Joint Powers Agreement among the City of Oakland, and the City of Oakland's Redevelopment Agency

By _____

Name: ALIZA GALLO

Title: EXECUTIVE DIRECTOR

Resolution No. 2002-23

Approved as to form and legality:

By _____

Name: ALIX A. ROSENTHAL

Title: OBRA GENERAL COUNSEL /
DEPUTY CITY ATTORNEY

Dated: September 2, 2004

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

On September 2, 2004 before me, Alice A. Alforno, a Notary Public in and for said State, personally appeared JERRY A. BRIDGES, personally known to me ~~for proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Alice A. Alforno
Notary Public

Agreed to and accepted by:

CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners

By _____

Name: JERRY A. BRIDGES

Title: Executive Director

Approved as to form and legality

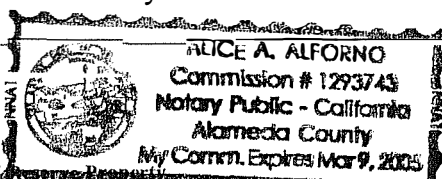
this 2nd day of September, 2004.

Thomas W. Clark

Asst. Port Attorney

Resolution Nos. 01217 and 02347, and Ordinance No. 3758

P.A. # 64-615



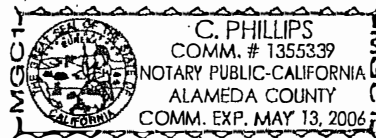
NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)ss
COUNTY OF Alameda }

On Sept. 1, 2004, before me, C. Phillips, a Notary Public in and for
said State, personally appeared ALIZA GALLO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature C. Phillips



(This area for official notarial seal)

EXHIBIT A

Legal Description

A Portion of East Maritime Army Reserve Property

All that certain real property situated in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel 15A

A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485), more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951 in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301), said corner being the northwest terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence South 57°59'13" East, 432.18 feet to a point on the generally northeastern line of Parcel A as described in an unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, 1998, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A will hereinafter be referred to as the Subaru Lot), being a point on the course described as "South 71°25'25" East, 87.02 feet" in the description of said Parcel A (the Subaru Lot), and being the **POINT OF BEGINNING** of Parcel 15A as herein described;

Thence along the northeastern, eastern and southeastern lines of said Parcel A (the Subaru Lot) the following nine courses:

- 1) South 71°25'40" East, 25.43 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 354.97 feet and a central angle of 59°49'02", from which the radius point bears South 30°09'08" West, said beginning of curve being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 2) along said curve to the right, an arc distance of 370.59 feet to the beginning of a compound curve concave westerly, having a radius of 199.99 feet and a central angle of 25°52'29", said point of compound curvature being marked by a nail and washer with tag stamped "LS 6379";

- 3) along said curve to the right, an arc distance of 90.32 feet to a point of tangency being marked by a nail and washer with tag stamped "LS 6379";
- 4) South 25°50'39" West, 100.04 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";
- 5) South 30°42'24" West, 148.96 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";
- 6) South 37°08'59" West, 99.92 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";
- 7) South 40°33'22" West, 49.03 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";
- 8) South 49°48'18" West, 93.04 feet to an angle point in said line;
- 9) South 56°00'39" West, 30.42 feet to the a point on the generally northeastern line of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002072863 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002072863), said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 6°06'10", from which beginning the radius point bears South 46°46'37" West;

Thence along the generally northeastern line of said Parcel 56444 (Doc. 2002072863) along said curve to the left, an arc distance of 175.43 feet to the point of a cusp from which the radius point bears South 40°40'27" West, being the beginning of a non-tangent curve concave westerly, having a radius of 1542.01 feet and a central angle of 6°28'40", from which beginning the radius point bears North 31°02'02" West;

Thence along said curve to the left, an arc distance of 174.33 feet to an angle point from which the radius point bears North 37°30'42" West, being the beginning of a non-tangent curve concave northwesterly, having a radius of 302.83 feet and a central angle of 16°33'59", from which the radius point bears North 34°34'15" West;

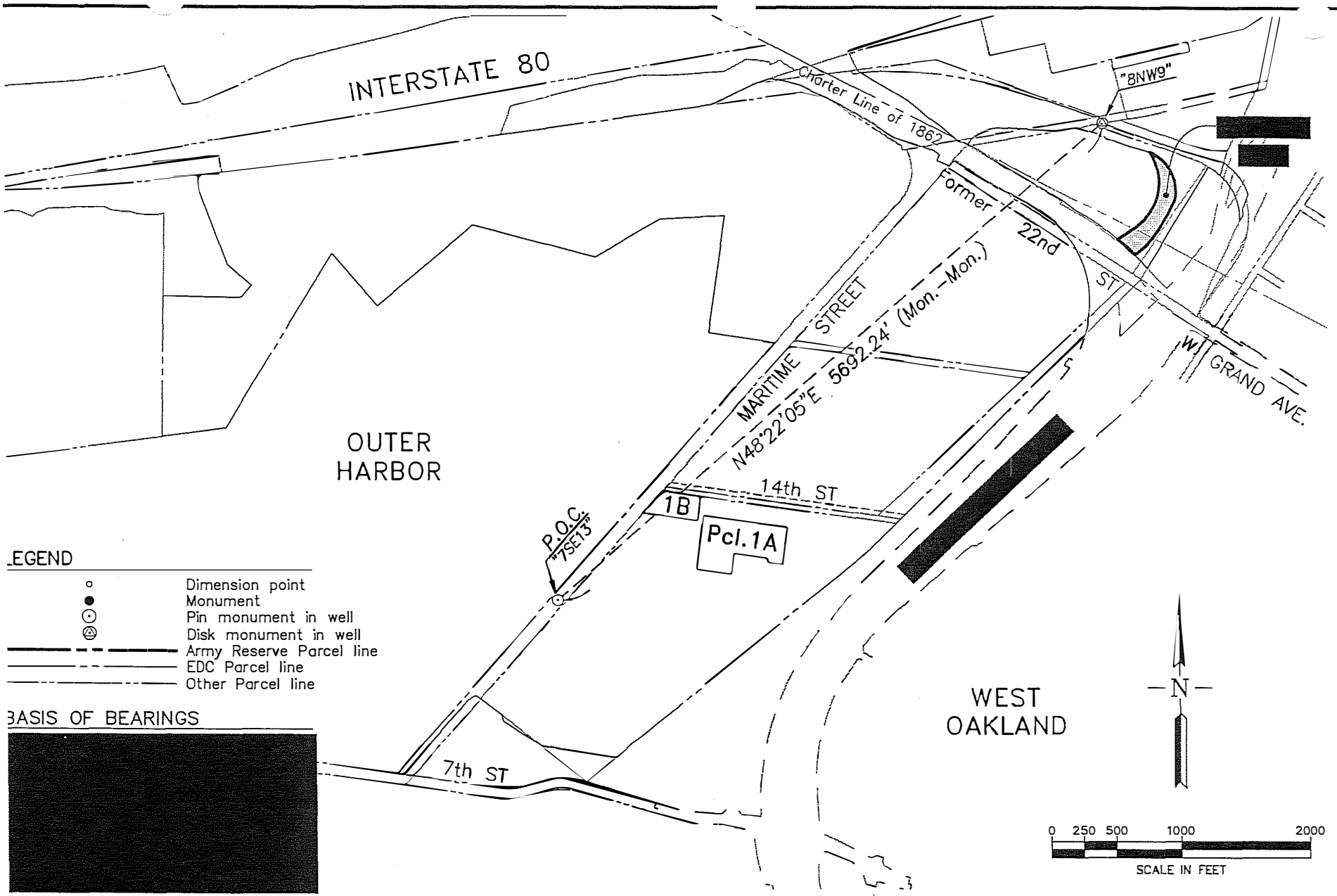
Thence along said curve to the left, an arc distance of 87.56 feet to the beginning of a compound curve concave northwesterly, having a radius of 906.45 feet and a central angle of 4°28'14";

Thence along said curve to the left, an arc distance of 70.73 feet to the beginning of a compound curve concave westerly, having a radius of 426.09 feet and a central angle of 41°30'48";

Thence along said curve to the left, an arc distance of 308.72 feet to the beginning of a compound curve concave southwesterly, having a radius of 444.22 feet and a central angle of 25°38'05";

Thence along said curve to the left, an arc distance of 198.75 feet to the **POINT OF BEGINNING**, containing 109,537 square feet (2.514 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this Legal Description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.



PORT OF OAKLAND
 LAND SURVEYS AND MAPPING
 530 Water Street
 Oakland, California

EXHIBIT A
PLAT TO ACCOMPANY LEGAL DESCRIPTION
PARCEL 15A

DRAWN BY:DJAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: BTO#601132
SCALE: 1"= 1000'	Data File:
DATE: 7/19/2004	Revision:
SHEET 1 OF 2	Rev. date:
ATTACHMENTS:	
FILE LOC.> AR-PLAT-15A.DWG	

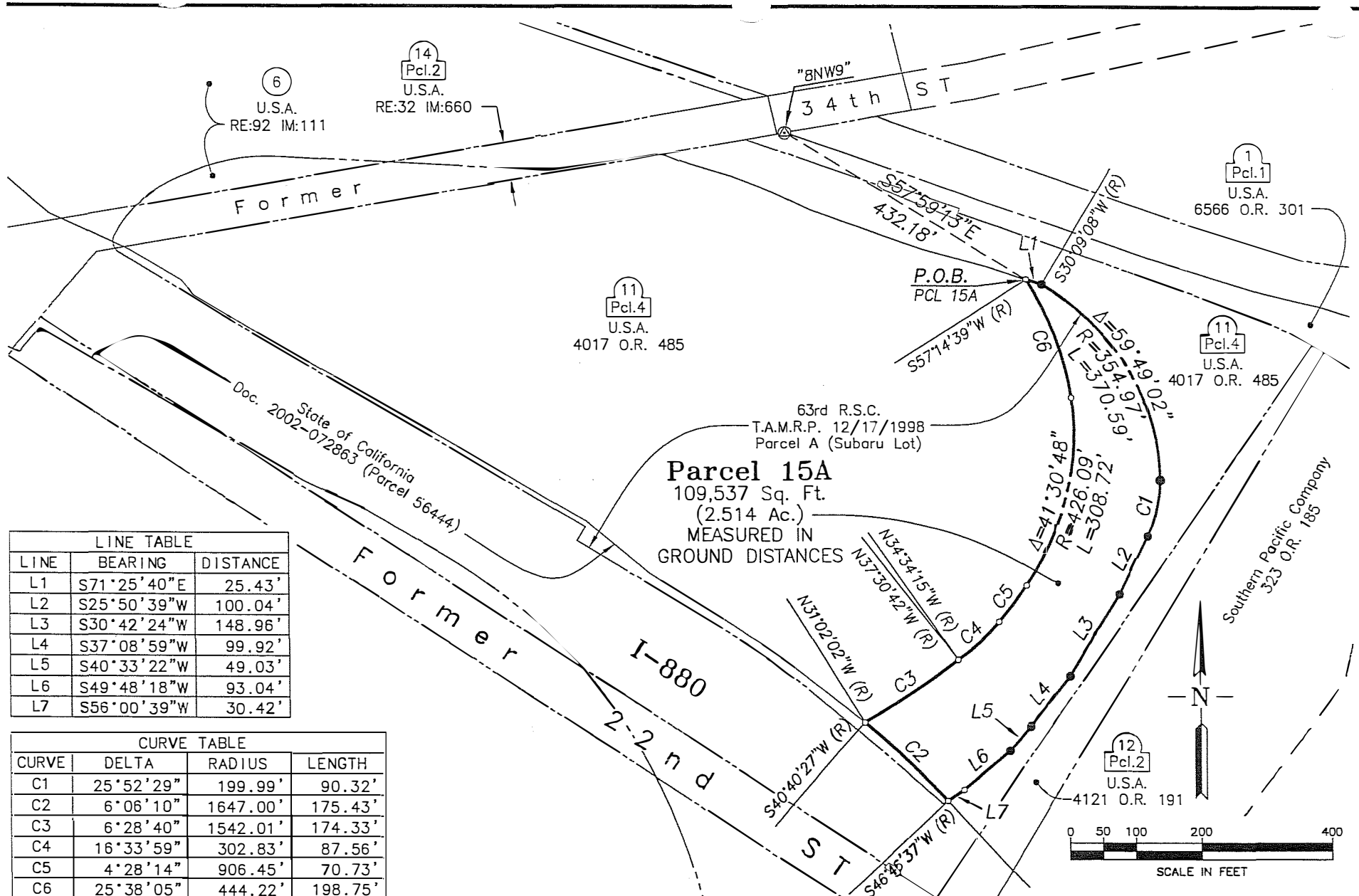
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S71°25'40"E	25.43'
L2	S25°50'39"W	100.04'
L3	S30°42'24"W	148.96'
L4	S37°08'59"W	99.92'
L5	S40°33'22"W	49.03'
L6	S49°48'18"W	93.04'
L7	S56°00'39"W	30.42'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	25°52'29"	199.99'	90.32'
C2	6°06'10"	1647.00'	175.43'
C3	6°28'40"	1542.01'	174.33'
C4	16°33'59"	302.83'	87.56'
C5	4°28'14"	906.45'	70.73'
C6	25°38'05"	444.22'	198.75'

PORT OF OAKLAND
 LAND SURVEYS AND MAPPING
 530 Water Street
 Oakland, California

EXHIBIT A
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 PARCEL 15A

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: BTO#601132
SCALE: 1"= 200'	Data File:
DATE: 7/19/2004	Revision:
SHEET 2 OF 2	Rev. date:
ATTACHMENTS:	
FILE LOC.> AR-PLAT-15A.DWG	



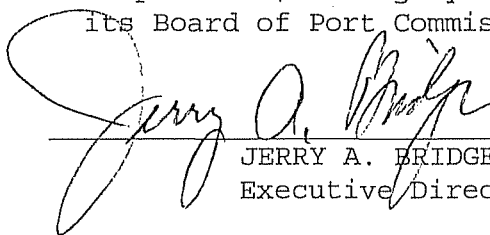
CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by that certain Quitclaim Deed executed the 2nd day of September 2004, from the OAKLAND BASE REUSE AUTHORITY, created pursuant to a Joint Powers Agreement among the City of Oakland and the City of Oakland's Redevelopment Agency, to the CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners, is hereby accepted by the undersigned officer on behalf of the Board of Port Commissioners of the City of Oakland pursuant to authority conferred by Resolution No. 11034 of the said Board of Port Commissioners adopted on the 16th day of December 1957, and recorded on the 17th day of December 1957, in Book 8547, Official Records of Alameda County, California, at Page 596, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

Dated: September 2, 2004.

CITY OF OAKLAND, a municipal
corporation, acting by and through
its Board of Port Commissioners,

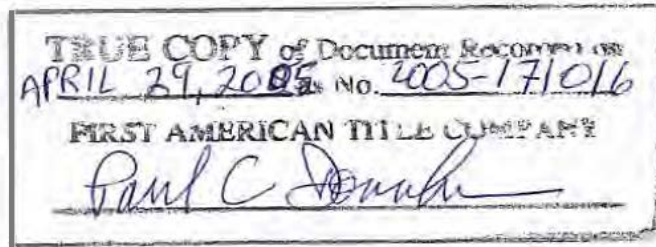
By



JERRY A. BRIDGES
Executive Director

Recording requested by
and when recorded send to:

Oakland Base Reuse Authority
700 Murmansk Street, Suite No. 3
Oakland, CA 94607
Attn: Executive Director



**RECORDING REQUESTED BY
FIRST AMERICAN TITLE**

159883

(Space above this line reserved for Recorder's use only)

Exempt from recording fees pursuant to Cal. Gov't Code § 27383

Documentary Transfer Tax \$ -0-

EASEMENT

This Easement is executed this 22nd day of April, 2005, by and between the Oakland Base Reuse Authority, a joint powers authority ("OBRA"), grantee, and the State of California Department of Transportation, a state agency ("STATE"), grantor.

RECITALS

- A. Certain real property located in the City of Oakland, Alameda County, California and more particularly described herein ("Easement Area") formerly constituted a part of the real property known as the Oakland Army Base.
- B. The Federal Highway Administration ("FHWA"), acting under the authority granted in 23 U.S.C. §§ 107(d) and 317 ("Federal Land Transfer provisions"), conveyed the Easement Area and certain other property on the Oakland Army Base to the STATE by deed dated February 11, 2002, and recorded on February 13, 2002, in the Official Records of Alameda County as Document No. 2002072863 ("FHWA Deed").
- C. The STATE currently owns, operates and maintains an interstate highway facility known as State Route 880 and Interstate 880 ("I-880"), part of which is located on right of way made up of the Easement Area.

- D. OBRA was the recipient of certain parcels adjacent to the Easement Area in connection with the Economic Development Conveyance on August 7, 2003 of certain portions of the Oakland Army Base from the Army pursuant to the Defense Base Closure and Realignment Act of 1990, Part A of Title XXIX of Public Law 101-510, as amended.
- E. The STATE requires fee title to the Easement Area for security, operation and maintenance of I-880.
- F. OBRA requires an interest in the Easement Area adequate 1) to help meet its obligations under the San Francisco Bay Area Seaport Plan for the Port of Oakland approved by the San Francisco Bay Conservation and Development Commission ("BCDC"), and 2) to fully implement the provisions of the Oakland Army Base Final Reuse Plan, adopted on July 31, 2002.
- G. Following the recordation of the FHWA Deed, OBRA and other parties challenged the validity of that deed by filing litigation in Federal and State Courts. This Easement is entered into as a part of the settlement of that litigation by an agreement signed July 30, 2003.
- H. The terms of this Easement are based in part on security concerns in existence as of the date of execution of this Easement. It is understood that these security concerns could possibly lessen in the future in which event OBRA may request, as an amendment to this Easement, permission to broaden allowable parking uses within the Easement Area. Any such amendment will require all necessary authorizations from STATE and FHWA as set forth in this Easement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OBRA and STATE hereby agree as follows:

STATE hereby grants to OBRA, its successors and assigns, a permanent SURFACE EASEMENT and right of way to construct, replace, inspect, maintain, repair, operate, remove or relocate public roadway and truck parking areas, and associated landscaping and utilities servicing any of said uses above, over, in, upon, and across that certain real property in the City of Oakland, County of Alameda, State of California, as described in the attached Exhibit A.

For purposes of this Easement the term "public roadway" shall mean any roadway constructed pursuant to and after this grant of Easement other than existing or reconstructed STATE freeway facilities. No such public roadway shall be made open to public use after construction until a local public agency with jurisdiction over the roadway has directed the placement of "No Parking" regulatory signs pursuant to local ordinance and such signs have been actually posted so as to insure that such public

roadways shall not be used for public parking of vehicles of any type. For purposes of this Easement truck parking shall be limited to parking of truck tractors and unladen unenclosed flatbed trailers. Truck parking shall not include enclosed containers of any type.

In addition to the easement rights granted herein for utilities servicing the easement uses, STATE shall, consistent with STATE's usual standards and practices and after consultation with the easement holder, process applications for encroachment permits for utility use of the Easement Area associated with development of adjacent property. STATE shall not unreasonably withhold, condition or delay final action on said encroachment permits. The easement holder reserves the right to require any party seeking such an encroachment permit from STATE to also obtain an encroachment permit from OBRA or the City of Oakland.

RESERVING unto STATE, its successors and assigns and licensees the right of use, possession and occupancy for and entry on and access to STATE's existing and future freeway structures, including utilities servicing said freeway structures, for the purpose of inspecting, maintaining, retrofitting, repairing and reconstructing said freeway structures and utilities and for inspecting the uses made of the land within the hereinabove described Easement Area, including the right to use roads or passageways as may now or hereafter exist on said land; provided, however, that STATE's exercise of its right of entry and access shall not unreasonably interfere with OBRA's use of the Easement Area including such roads or passageways. The STATE further reserves a right of entry and access for the benefit of the United States to enter onto the Easement Area for purposes of performing remediation or corrective activities relating to the presence of any hazardous waste within the Easement Area which right of entry and access shall not unreasonably interfere with OBRA's use of the Easement Area. In the event the STATE exercises its reserved rights within the Easement Area, other than its right to make visual inspections, then:

- (a) except in the event of an emergency, STATE shall provide OBRA with at least thirty (30) days prior written notice before entering the Easement Area;
- (b) STATE shall take all reasonable steps, including coordination with OBRA, to minimize the impact of its activities on OBRA improvements and operations in the Easement Area; and
- (c) If such exercise of STATE's reserved rights requires relocation of utilities servicing any of OBRA's permitted uses in the Easement Area, then OBRA shall perform any required relocation upon request by the STATE at no cost to STATE.

The following terms and conditions apply to the grant of the Easement as set forth above:

1. Access Limitations. OBRA shall have no right of access to the Easement Area, across STATE's property, outside and above the boundaries of the Easement Area, and shall have no right to enter onto STATE property, outside and above the boundaries of the Easement Area, for any purpose whatever.
2. Use Review and Limitations.
 - (a) No use may be made of the Easement Area hereinabove described for the storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said Easement Area except in such quantities as are normally required for OBRA maintenance and construction operations and except as may be transported through the Easement Area by trucks or pursuant to jointly issued encroachment permits as set forth above.
 - (b) No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted which would adversely affect the use or maintenance of the freeway structures or the traveling public thereon.
 - (c) OBRA is prohibited from any construction within said Easement Area until it receives written approval of such construction from STATE. OBRA shall provide to STATE the opportunity to review and approve plans for any construction within said Easement Area ninety (90) days prior to the scheduled start of said construction. STATE shall review and respond in writing to any plans so submitted within sixty (60) days of receipt of such plans. The scope of STATE's review will be to determine whether such proposed construction is consistent with uses permitted by this grant of Easement. As part of STATE's review, STATE shall have the discretion to determine whether such proposed construction will be inimical or incompatible with the full enjoyment of the public rights in the freeway or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner. STATE will not unreasonably withhold, condition or delay its approval. If STATE fails to respond within the sixty (60) day period, it will be deemed to have approved the plans submitted. If STATE does not approve the plans submitted, STATE must identify the reason for its lack of approval.
 - (d) No transfer of this Easement nor issuance of a lease in the Easement Area by OBRA to a third party is permitted without prior STATE and FHWA review and approval, which approval will not be unreasonably withheld. The scope of STATE and FHWA review will be to determine whether such proposed transfer or issuance is consistent with the terms of and uses permitted by this grant of Easement. STATE and FHWA will not unreasonably withhold, condition or delay their approval. In the event

STATE and/or FHWA deny approval of the transfer or lease, the denial shall be in writing and shall state the reasons for the denial. If STATE or FHWA fails to respond within sixty (60) days of submission of a transfer or lease for approval, it will be deemed to have been approved by the non-responding party. In the event STATE and FHWA give approval and OBRA leases any of the Easement Area, OBRA shall include a provision in any lease requiring the lessee (1) to affirm that the lessee is a post-acquisition tenant and that the lessee is not entitled to and waives any claim to relocation benefits in the event lessee is required to vacate the Easement Area as a result of STATE's exercise of its reserved rights under this Easement, (2) to waive any claim to severance damages in the event lessee is required to vacate the Easement Area as a result of STATE's exercise of its reserved rights under this Easement, and (3) to acknowledge that the lease is subject to and limited by the terms and conditions of this Easement. OBRA will provide copies of the leases or transfer documents to STATE

3. Final Approval by STATE. Upon notice from OBRA that all construction undertaken by OBRA within the Easement Area is complete in accordance with plans approved by STATE pursuant to Section 2(c) above, STATE, within thirty (30) days of receipt of such notice, shall make an inspection and either approve such construction or notify OBRA in writing of any deviation from the approved plans. Final approval will not be given until all deviations from the plans which affect the Easement Area which have been cited to OBRA by STATE have been corrected to the satisfaction of STATE, but such approval shall not be unreasonably withheld, conditioned or delayed. If STATE fails to inspect and approve said construction, or fails to notify OBRA of any such deviations from the plans, within thirty (30) days of receiving notice from OBRA that all construction undertaken by OBRA within the Easement Area is complete, STATE shall be deemed to have approved the construction therein.
4. Maintenance. OBRA shall maintain all improvements constructed by OBRA within the Easement Area.
5. Insurance Requirements. OBRA shall provide the STATE with certification that it is fully or partially self-insured for bodily injury and property damage liability. In the event OBRA leases any of the Easement Area for uses allowed under this grant of Easement, OBRA shall require the lessee, at lessee's own cost and expense to procure and keep in force during the term of the lease commercial general liability policies for bodily injury liability and property damage liability insurance to protect STATE, its officers, agents and employees, against any liability to the public resulting from injury or death of any person or damage to property in connection with the Easement Area, including any and all liability of STATE for damage to trucks parked within the Easement Area. Such insurance shall be in an amount of not less than \$5,000,000 combined single limit for bodily injury and property damages. The limits of such insurance shall not limit the

liability of the lessee. All insurance required hereunder shall be with companies authorized to sell insurance in California and that have ratings of at least B+/Class VII in the most recent edition of *Best's Insurance Reports*. All such policies shall be written as primary policies, not contributing with and not in excess of coverage that STATE may carry. Said policies shall name STATE as an additional insured and shall insure against the contingent liabilities, if any, of STATE and the officers, agents, and employees of STATE and shall obligate the insurance carriers to notify STATE, in writing not less than thirty (30) days prior to the cancellation thereof, or any material reduction in the scope of coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the State of California, its officers, agents, or employees. OBRA shall require any lessee to furnish to STATE a certified copy of each and every such policy or a Certificate of Insurance acceptable to STATE within not more than ten (10) days after execution of the applicable lease. STATE shall retain the right at any time to review the coverage, form, and the amount of the insurance required hereby. If, in the opinion of STATE, the insurance provisions in this Easement do not provide adequate protection for STATE and for members of the public using the Easement Area, STATE may require OBRA to direct the lessee to obtain insurance sufficient in coverage, form and amount to provide adequate protection. STATE's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks that exist at the time a change in insurance is required, provided that STATE cannot exercise this right more than once every five (5) years.

6. Unauthorized Access. OBRA covenants and agrees to take all reasonable precautions to preclude access by unauthorized persons to the Easement Area.
7. Facility Protection. OBRA shall take all reasonable steps necessary to protect the STATE facilities within and immediately adjacent to the Easement Area from damage incident to OBRA's use of said area, all without expense to STATE. STATE shall take all reasonable steps necessary to protect OBRA facilities within and immediately adjacent to the Easement Area from damage incident to STATE's use of said area, all without expense to OBRA.
8. Power of Termination. STATE shall have the right to terminate the Easement herein granted, without liability to STATE, in the event OBRA fails to use the Easement Area for the purposes set forth herein for any continuous period of ten (10) years. Prior to STATE's exercise of the right of termination herein retained, STATE shall give OBRA prior written notice of the STATE's intent to exercise its power of termination and STATE shall allow OBRA a minimum of thirty (30) days after receipt by OBRA to establish use of the Easement Area for the purposes set forth herein. In the event OBRA establishes such use of the Easement Area within said thirty (30) days, the STATE shall not exercise its power of termination based on such prior lack of use.

9. Indemnity.

- (a) OBRA shall indemnify, defend, reimburse and hold harmless STATE, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind arising out of or relating to OBRA's use of the Easement Area, excluding any claims to the extent they result from STATE's intentional wrongful acts or active negligence. OBRA acknowledges and agrees that it has an immediate and independent obligation to defend STATE from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false.
- (b) STATE shall indemnify, defend, reimburse and hold harmless OBRA, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind arising out of or relating to STATE's use of the airspace above the Easement Area, excluding any claims to the extent they result from OBRA's intentional wrongful acts or active negligence. STATE acknowledges and agrees that it has an immediate and independent obligation to defend OBRA from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false.
- (c) STATE has advised and OBRA is aware that the Easement Area may contain hazardous waste. The mutual indemnity set forth above is not intended to include claims relating to hazardous waste within the Easement Area.
- (d) The obligations under this paragraph (Paragraph 9) shall survive any termination of this Easement.

10. Covenants Run with the Land.

- (a) The Easement. The provisions, covenants, conditions and Easement provided herein shall be covenants running with the land pursuant to California Civil Code Section 1468, and shall benefit and burden OBRA, STATE and their successors.
- (b) The FHWA Deed. Notwithstanding any other provision in this Easement, the reservations and conditions contained in the FHWA Deed remain in full force and effect and run with the land. These reservations and conditions include, but are not limited to, the provisions in paragraphs A through J of the FHWA Deed. The exercise of its rights under these reservations and conditions will be at no cost to the United States.

11. Civil Rights. OBRA agrees and covenants that no person shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to OBRA's operation, programs, or activities conducted on the Easement Area
12. Transferability. This easement is only transferable among OBRA, the Port of Oakland, the Redevelopment Agency of the City of Oakland or the City of Oakland.
13. Non-Liability of Officials, Employees and Agents. Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of OBRA or STATE shall be personally liable to the other party, its successors and assigns, in the event of any default or breach of this Easement or for any amount which may become due under this Easement.
14. Notices. Except as otherwise expressly provided herein, any notices or submissions for review and approval given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

OBRA: Oakland Base Reuse Authority
 700 Murmansk Street, Suite No. 3
 Oakland, CA 94607
 Attn: Executive Director

STATE: State of California, Department of Transportation
 111 Grand Avenue
 Oakland, CA 94612-3717
 or
 P.O. Box 23440
 Oakland, CA 94623-0040
 Attn: Deputy District Director
 Right of Way

FHWA: Federal Highway Administration
 California Division
 650 Capitol Mall, Suite 4-100
 Sacramento, CA 95814
 Attn: Right of Way Officer

The foregoing addresses may be changed by written notice. Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

15. General Provisions. (a) This Easement may be amended or modified only by a writing signed by OBRA and STATE and subject to review and approval by FHWA to the same extent as required of other airspace agreements regarding Interstate rights-of-way. (b) No waiver by any party of any of the provisions of this Easement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This instrument contains the entire agreement between the parties with respect to the matters contained herein and all prior negotiations, discussions, and understandings regarding this Easement are merged herein. (d) This Easement shall be governed by and construed in accordance with California law. (e) This Easement does not create a partnership or joint venture between OBRA and STATE as to any activity relating to the Easement Area or otherwise. (f) OBRA's indemnity obligations hereunder are contingent upon appropriation of resources by OBRA's governing board. (g) STATE's indemnity obligations hereunder are contingent upon appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission. (h) Nothing herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area. (i) Headings are inserted for convenience only and are not intended to be a part of this Easement or in any way to define, limit, or describe the scope and intent of the paragraphs. (j) This Easement was negotiated between the parties and their attorneys at arms length, and there shall be no inference or presumption against the drafting party. (k) This Easement may be executed in counterparts. (l) Each party shall at its own expense, execute, acknowledge and deliver any further conveyances and other assurances, documents and instruments of transfer reasonably requested by another party and shall take any other action consistent with the terms of this Easement that may reasonably be requested by the other party or parties as necessary or desirable to carry out the terms of this Easement.
16. Notice of Surplus Determination. STATE shall provide OBRA with written notice within sixty (60) days of the date the STATE commences any process to have any portion of the Easement Area determined to be surplus to STATE highway needs.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first set forth above.

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

By: 

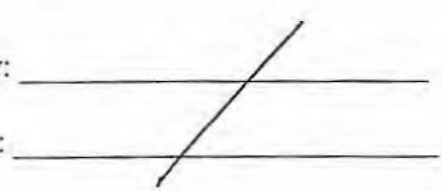
R. A. MACPHERSON
Deputy District Director

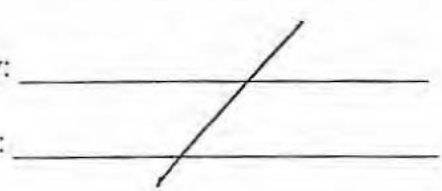
Its: ~~Division of Right of Way~~

Approved as to form and legality this 22nd day of April, 2005

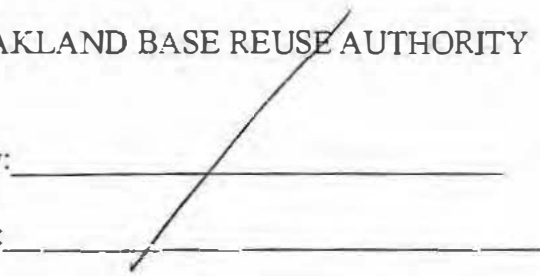

ANTONIO ANZIANO

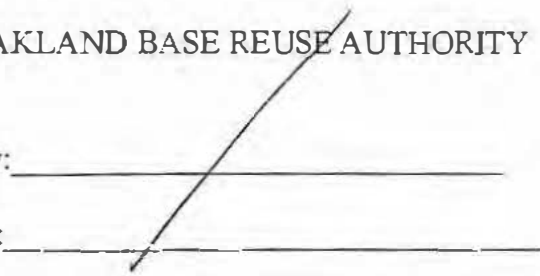
Assistant Chief Counsel
San Francisco Legal Office

By: 

Its: 

OAKLAND BASE REUSE AUTHORITY

By: 

Its: 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

ALAMEDA

} ss.

On APRIL 25, 2005 before me, MICHAEL CLANCY, NOTARY PUBLIC,

Date

Name and Title of Officer is (s), (Jane Doe, Notary Public)

personally appeared ROBERT ALEXANDER MCKERSON

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Michael Clancy
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first set forth above.

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

By: _____

Its: _____

By: _____

Its: _____

OAKLAND BASE REUSE AUTHORITY

By: Ali Hall

Its: April 19, 2005

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

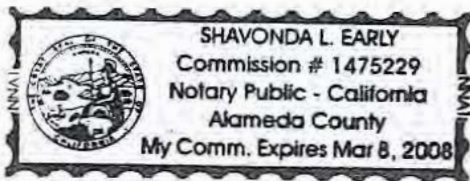
SS.

On Tuesday, April 19, 2005 before me, Shavonda L. Early,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Aliza E. Hill
Name(s) of Signer(s)

- ☐ personally known to me
☐ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Shavonda Early
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: EASEMENT

Document Date: APRIL 19, 2005 Number of Pages: 24 including maps

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Aliza E. Hill

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

Signer Is Representing: DBRA, Executive Director

**RIGHT THUMBPRINT
OF SIGNER**

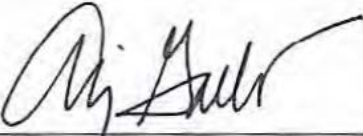
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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the easement dated April 22, 2005 from State of California Department of Transportation to Oakland Base Reuse Authority, a joint powers authority created pursuant to a California Joint Powers Agreement by and between the City of Oakland and the Redevelopment Agency of the City of Oakland, is hereby accepted by the undersigned officer or agent on behalf of the Oakland Base Reuse Authority Governing Body pursuant to authority conferred by resolution of the Oakland Base Reuse Authority Governing Body adopted on April 19, 2005, and the grantee consents to recordation thereof by its duly authorized officer.

Dated:

By:



Aliza Gallo
Executive Director
Oakland Base Reuse Authority

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Alameda

SS.

On

April 28, 05

before me,

LEYDIA R. ROYAL

(Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared

Aliza Gallo

(Name(s) of Signer(s))

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

EASEMENT

Document Date:

April 22, 2005

Number of Pages:

02

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

Aliza Gallo

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other:

ON BEHALF OF BERRY

Signer Is Representing:

OBRA

RIGHT THUMBPRINT
OF SIGNER

Place of thumb here

Exhibit "A"
Legal Description

All that certain real property situated in the City of Oakland, County of Alameda, State of California, described as follows:

CalTrans Parcel 3

A portion of those Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485), more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-1-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Record of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 51°20'10" East, 5031.97 feet to an angle point in the generally southwestern line of Parcel A described in an unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, 1998, said Parcel A being commonly referred to as the "Subaru Lot" (hereinafter referred to as the Subaru Lot), being the southwest terminus of the course described as "North 31°27'40" East, 25.13 feet" in the description of said Parcel A, said angle point being marked by a 1" iron pipe with plug stamped "LS 6379", and being the **POINT OF BEGINNING** of CalTrans Parcel 3 as herein described;

Thence along the generally southwestern line of said Parcel A (the Subaru Lot) the following two courses:

- 1) South 58°32'40" East, 210.48 feet to the beginning of a curve concave southwesterly, having a radius of 1569.89 feet and a central angle of 9°36'01", said beginning being marked by a 1" iron pipe with plug stamped "LS 6379";
- 2) along said curve to the right, an arc distance of 263.04 feet to the point of a cusp, from which the radius point bears South 41°03'21" West, said point being the beginning of a non-tangent curve concave northwesterly, having a radius of 599.96 feet and a central angle of 28°21'33", from which beginning the radius point bears North 45°50'36" West;

Thence along said curve to the right, an arc distance of 296.96 feet to a point on the generally southwestern line of Parcel 56444 described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002-072863 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002-072863), from which the

radius point bears North 17°29'03" West, said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 926.00 feet and a central angle of 18°51'50", from which beginning the radius point bears South 66°43'19" West;

Thence along said generally southwestern line of said Parcel 56444 the following two courses:

1) along said curve to the left, an arc distance of 304.88 feet to a point from which the radius point bears South 47°51'29" West, being the beginning of a non-tangent curve concave southwesterly, having a radius of 926.00 feet and a central angle of 8°51'56", from which beginning the radius point bears South 45°00'14" West, being marked by a P-K nail and CalTrans washer as shown on Record of Survey 1687, filed on August 7, 2000 in Book 25 of Records of Surveys at Pages 58-69, Alameda County Official Records (hereinafter referred to as 25 R/S 58);

2) along said curve to the left, an arc distance of 143.28 feet;

Thence departing from said generally southwestern line of said Parcel 56444, North 30°38'42" East, 153.37 feet to a point on the generally southwestern line of said Parcel A (the Subaru Lot);

Thence along said southwestern line of said Parcel A the following two courses:

1) South 59°17'00" East, 77.28 feet to an angle point marked by a cotton spike and washer stamped "LS 6371";

2) South 31°27'25" West, 25.13 feet to the **POINT OF BEGINNING**, containing 100,678 square feet (2.311 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

CalTrans Parcel 3A

A portion of Parcel No. 4 described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records at Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485), being a portion of the lands commonly referred to as the "Subaru Lot" and described as Parcel A in an unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, 1998, and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Arny Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Record of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North $51^{\circ}20'10''$ East, 5031.97 feet to an angle point in the generally southwestern line of said Parcel A described in said unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, 1998, said Parcel A being commonly referred to as the "Subaru Lot" (hereinafter referred to as the Subaru Lot), being the southwest terminus of the course described as "North $31^{\circ}27'40''$ East, 25.13 feet" in the description of said Parcel A (the Subaru Lot), said angle point being marked by a 1" iron pipe with plug stamped "LS 6379", and being the **POINT OF BEGINNING** of CalTrans Parcel 3A as herein described;

Thence along the generally southwestern line of said Parcel A (the Subaru Lot) the following two courses:

- 1) North $31^{\circ}27'25''$ East, 25.13 feet to an angle point marked by a 1" iron pipe with plug stamped "LS 6379";
- 2) North $59^{\circ}17'00''$ West, 77.28 feet;

Thence departing from said generally southwestern line of said Parcel A (the Subaru Lot), North $30^{\circ}38'42''$ East, 8.12 feet to the generally northeastern line of Parcel 56444 described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002-072863 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002-072863);

Thence along said generally northeastern line of said Parcel 56444 (Doc. 2002-072863) the following five courses:

- 1) South $59^{\circ}26'20''$ East, 74.36 feet to an angle point;
- 2) South $49^{\circ}58'48''$ East, 124.70 feet to an angle point;
- 3) South $57^{\circ}44'30''$ East, 113.40 feet to the beginning of a curve concave northwesterly, having a radius of 1647.00 feet and a central angle of $7^{\circ}24'24''$;
- 4) along said curve to the right, an arc distance of 212.91 feet to a point from which the radius point bears South $39^{\circ}39'54''$ West, being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of $1^{\circ}02'25''$, from which beginning the radius point bears South $38^{\circ}00'16''$ West;
- 5) along said curve to the right, an arc distance of 29.91 feet to a point from which the radius point bears South $39^{\circ}02'41''$ West, being the beginning of a non-tangent curve concave northwesterly, having a radius of 599.96 feet and a central angle of $1^{\circ}26'59''$, from which beginning the radius point bears North $47^{\circ}17'35''$ West;

Thence departing from said generally northeastern line of said Parcel 56444 (Doc. 2002-072863), along said curve to the right, an arc distance of 15.18 feet to the generally southwestern line of said Parcel A (the Subaru Lot), being the beginning of a non-tangent curve concave

southwesterly, having a radius of 1569.89 feet and a central angle of 9°36'01", from which beginning the radius point bears South 41°03'21" West;

Thence along said generally southwestern line of said Parcel A (the Subaru Lot) the following two courses:

- 1) along said curve to the left, an arc distance of 263.04 feet to a point of tangency;
- 2) North 58°32'40" West, 210.48 feet to the **POINT OF BEGINNING**, containing 8,436 square feet (0.194 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

CalTrans Parcel 7

A portion of the lands described in that certain Final Judgment as to Tract 23, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded January 11, 1950 in Book 5987 of Official Records at Page 319 in the Office of the Recorder of said Alameda County (hereinafter referred to as 5987 O.R. 319); A portion of the lands described in that certain Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 16, 1951 in Book 6361 of Official Records at Page 334 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6361 O.R. 334); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660); And a portion of the lands described in that certain Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded May 23, 1960, Reel 092, Image 111 of Official Records, in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 92, Image:111), all of which are more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-1-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Record of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 25°21'41" East, 4686.12 feet to an angle point in the generally northwestern line of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as

Document No. 2002-072863 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002-072863), said angle point being the northwest terminus of the course described as "North 71°47'59" East, 328.18 feet" in the description of said Parcel 56444, being the northern most corner of said Tract 23 (5987 O.R. 322) and being the **POINT OF BEGINNING** of CalTrans Parcel 7 as herein described;

Thence along the northeastern line of said Tract 23, South 62°34'34" East, 143.62 feet to the western most corner of said Tract 6 (Reel: 92, Image:111);

Thence along the northwestern line of said Tract 6, North 82°33'18" East, 180.47 feet to a point on the generally northern line of "Parcel 3, Baldwin Yard" as shown on Record of Survey No. 1704, filed in Book 26 of Records of Surveys, at Page 65, Alameda County Official Records, being the beginning of a non-tangent curve concave northeasterly, having a radius of 254.00 feet and a central angle of 8°57'38", from which beginning the radius point bears North 47°42'26" East;

Thence along said generally northern line of "Parcel 3, Baldwin Yard" the following two courses:

1) along said curve to the left, an arc distance of 39.72 feet to a point from which the radius point bears North 38°44'48" East, being the beginning of a non-tangent curve concave southeasterly, having a radius of 1252.80 feet and a central angle of 2°23'18", from which beginning the radius point bears South 10°56'05" East;

2) along said curve to the right, an arc distance of 52.22 feet to a point on the generally northeastern line of said Parcel 56444 (Doc. 2002-072863), from which point the radius point bears South 08°32'47" East;

Thence along said generally northeastern line of said Parcel 56444 the following three courses:

1) South 57°29'34" East, 66.49 feet to an angle point marked by a 1" iron pipe and CalTrans cap as shown on Record of Survey No. 1687, filed on August 7, 2000 in Book 25 of Records of Surveys at Pages 58-69, Alameda County Official Records (hereinafter referred to as 25 R/S 58);

2) South 59°14'43" East, 262.30 feet to the beginning of a curve concave southwesterly, having a radius of 1160.00 feet and a central angle of 11°26'25";

3) along said curve to the right, an arc distance of 231.62 feet to an existing fence line;

Thence departing from said generally northeastern line of said Parcel 56444, along said existing fence line the following fourteen courses:

1) South 36°37'46" West, 70.09 feet;

2) South 51°19'40" East, 66.99 feet;

3) South 32°28'20" West, 27.14 feet;

- 4) South 31°56'59" West, 28.07 feet;
- 5) North 67°56'50" West, 61.75 feet;
- 6) North 67°23'33" West, 63.74 feet;
- 7) North 63°48'02" West, 57.80 feet;
- 8) South 88°45'28" West, 55.77 feet;
- 9) North 60°16'02" West, 72.57 feet;
- 10) North 59°57'33" West, 65.51 feet;
- 11) South 30°39'04" West, 68.04 feet;
- 12) South 59°48'18" East, 53.67 feet;
- 13) South 59°18'19" East, 86.15 feet;
- 14) South 34°21'44" East, 57.77 feet to the generally southwestern line of said Parcel 56444;

Thence along said generally southwestern line of said Parcel 56444 the following four courses:

- 1) North 54°38'31" West, 89.31 feet to an angle point marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 2) North 59°26'20" West, 388.09 feet to an angle point marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 3) North 63°07'59" West, 314.87 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 1457.00 feet and a central angle of 9°28'45", from which beginning the radius point bears South 18°06'24" West;
- 4) along said curve to the left, an arc distance of 241.05 feet to the western most corner of said Parcel 56444, being a point on the northwestern line of said Tract 23 (5987 O.R. 322);

Thence along the northwestern line of said Parcel 56444, being the northwestern line of said Tract 23, North 71°46'34" East, 328.36 feet to the **POINT OF BEGINNING**, containing 236,570 square feet (5.431 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

CalTrans Parcel 7A

A portion of Tract No. 20 described in that certain Judgment, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in

and for the Northern District of California, Southern Division, recorded November 4, 1947 in Book 5303 of Official Records at Page 359 in the Office of the Recorder of said Alameda County (hereinafter referred to as 5303 O.R. 359); And a portion of the lands described in that certain Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded May 23, 1960, Reel 092, Image 111 of Official Records, in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 92, Image:111), all of which being a portion of the lands commonly referred to as the "Heroic War Dead of Oakland Site" and quantified in an unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Command of the Oakland Army Base to the 63rd R.S.C., dated July 1, 1996, and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-1-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Record of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 25°21'41" East, 4686.12 feet to an angle point in the generally northwestern line of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002-072863 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002-072863), said angle point being the northwest terminus of the course described as "North 71°47'59" East, 328.18 feet" in the description of said Parcel 56444 (Doc. 2002-072863), being the western most corner of said Tract 20 (5303 O.R. 359) and being the **POINT OF BEGINNING** of CalTrans Parcel 7A as herein described;

Thence along the northwestern line of said Parcel 56444 (Doc. 2002-072863), being the northwestern line of said Tract 20 (5303 O.R. 359), North 72°19'59" East, 313.59 feet to the northern most corner of said Parcel 56444 (Doc. 2002-072863);

Thence along the generally northeastern line of said Parcel 56444 (Doc. 2002-072863) the following two courses:

- 1) South 23°49'55" East, 152.45 feet to an angle point;
- 2) South 57°29'34" East, 31.31 feet to a point on the generally northern line of "Parcel 3, Baldwin Yard" as shown on Record of Survey No. 1704, filed in Book 26 of Records of Surveys, at Page 65, Alameda County Official Records, being the beginning of a non-tangent curve concave southeasterly, having a radius of 1252.80 feet and a central angle of 2°23'18", from which beginning the radius point bears South 08°32'47" East;

Thence along said generally northern line of "Parcel 3, Baldwin Yard" the following two courses:

1) along said curve to the left, an arc distance of 52.22 feet to a point from which the radius point bears South $10^{\circ}56'05''$ East, being the beginning of a non-tangent curve concave northeasterly, having a radius of 254.00 feet and a central angle of $8^{\circ}57'38''$, from which beginning the radius point bears North $38^{\circ}44'48''$ East;

2) along said curve to the right, an arc distance of 39.72 feet to a point on the southern line of said Tract 20 (5303 O.R. 359), from which the radius point bears North $47^{\circ}42'26''$ East;

Thence along the southern line of said Tract 20 (5303 O.R. 359) South $82^{\circ}33'18''$ West, 180.47 feet to the southwestern corner of said Tract 20 (5303 O.R. 359), being the eastern most corner of the lands described in that certain Final Judgment as to Tract 23, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded January 11, 1950 in Book 5987 of Official Records at Page 319 in the Office of the Recorder of said Alameda County (hereinafter referred to as 5987 O.R. 319);

Thence along the southwestern line of said Tract 20 (5303 O.R. 359), being the northeastern line of said Tract 23 (5987 O.R. 319), North $62^{\circ}34'34''$ West, 143.62 feet to the **POINT OF BEGINNING**, containing 33,373 square feet (0.766 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone II, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

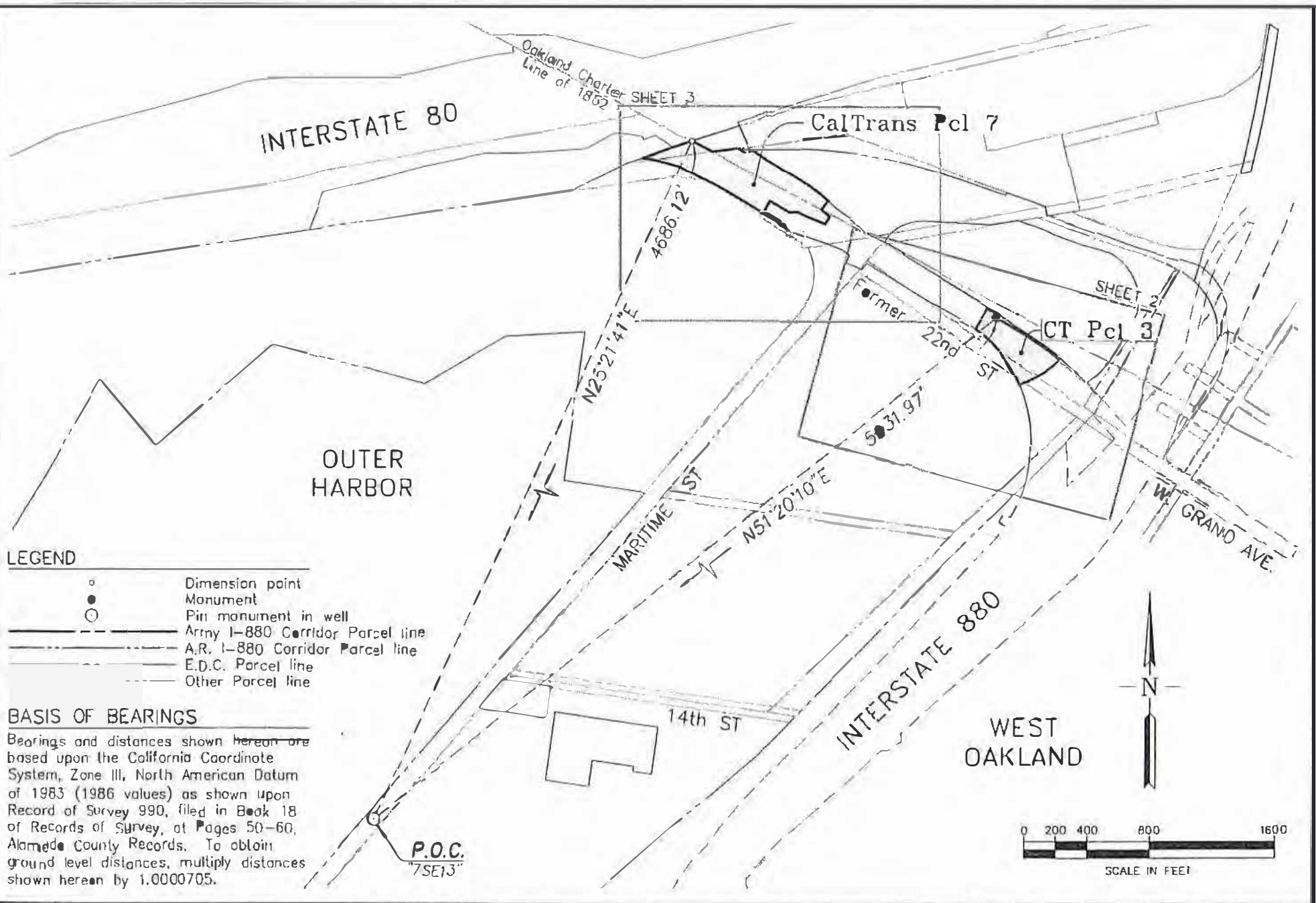
End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in November 2003.


John R. Monaghan, LS 6122
License Expires: 03/31/06

10/6/03
Date

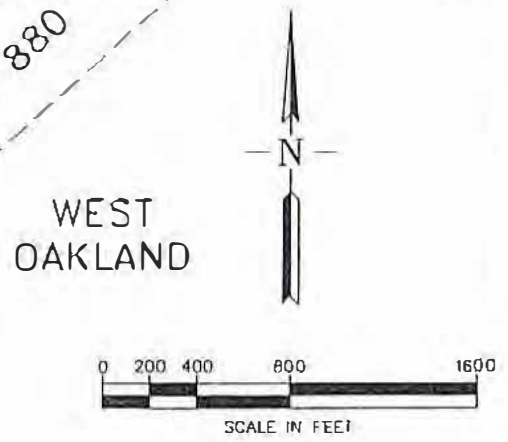




LEGEND

- Dimension point
- Monument
- Pin monument in well
- Army I-880 Corridor Parcel line
- - - A.R. I-880 Corridor Parcel line
- · - · - E.D.C. Parcel line
- - - Other Parcel line

BASIS OF BEARINGS
 Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.



PORT OF OAKLAND

LAND SURVEYS AND MAPPING

530 Water Street
Oakland, California

EXHIBIT 'A'
PLAT TO ACCOMPANY LEGAL DESCRIPTION
 PORTIONS of ARMY I-880 CORRIDOR PROPERTY
 OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 601132
SCALE: 1"= 800'	Data File:
DATE: 11/10/2003	Revision:
SHEET 1 OF 6	Rev. date:
ATTACHMENTS:	
FILE LOC.: CITY-880-1.dwg (1)	

SEE SHEET 3

(14)
Pcl.2
U.S.A.
RE:32 IM:660

(11)
Pcl.4
U.S.A.
4017 O.R. 485

CalTrans
Parcel 3A
SEE SHEET 5

"Subaru Lot"
63rd R.S.C.
I.A.M.R.P. 12/17/1998

Former
22nd ST

L2
L3
P.O.B.
PCL. 3
210.48'
S58°32'40"E
State of California
Doc. 2002-072863
C1

$\Delta=9^{\circ}36'01"$
 $R=1569.89'$
 $L=263.04'$

S36°08'18"W (R)

S45°00'14"W (R)
S47°51'29"W (R)

CalTrans
Parcel 3
100,678 Sq. Ft.
(2.311 Ac.)
MEASURED IN
GROUND DISTANCES

S66°43'19"W (R)
N17°29'03"W (R)

S41°03'21"W (R)
N45°50'36"W (R)

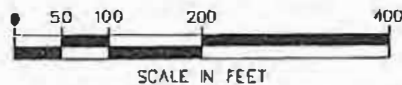
(12)
Pcl.2
U.S.A.
4121 O.R. 191

(11)
Pcl.2
U.S.A.
4017 O.R. 485

(12)
Pcl.2
U.S.A.
4121 O.R. 191

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N30°38'42"E	153.37'
L2	S59°17'00"E	77.28'
L3	S31°27'25"W	25.13'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	8°51'56"	926.00'	143.28'



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT 'A'

PLAT TO ACCOMPANY LEGAL DESCRIPTION
PORTIONS of ARMY I-880 CORRIDOR PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 601132
SCALE: 1" = 200'	Data File:
DATE: 11/10/2003	Revision:
SHEET 2 OF 6	Rev. date:
ATTACHMENTS:	
FILE LOC.: CITY-880-1.dwg (2)	

SEE SHEET 6

Oakland Charter
Line of 1862

P.O.B.
7

"Heroic War Dead of Oakland Site"
63rd R.S.C.
I.A.M.R.P. 7/1/1998

20
U.S.A.
5303 O.R. 359

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	8°57'38"	254.00'	39.72'
C3	2°23'18"	1252.80'	52.22'

6
U.S.A.
RE:92 IM:111

5
U.S.A.
6361 O.R. 334
State of California
Doc. 2002-072863

**CalTrans
Parcel 7**
236,570 Sq. Ft.—
(5.431 Ac.)
MEASURED IN
GROUND DISTANCES

14
Pcl. I
U.S.A.
RE:32 IM:660

Former 34th ST
"Subaru Lot"
63rd R.S.C.
T.A.M.R.P. 12/17/1998



SCALE IN FEET

LINE TABLE		
LINE	BEARING	DISTANCE
L4	S62°34'34"E	143.62'
L5	N82°33'18"E	180.47'
L6	S57°29'34"E	66.49'
L7	S36°37'46"W	70.09'
L8	S51°19'40"E	66.99'
L9	S32°28'20"W	27.14'
L10	S31°56'59"W	28.07'
L11	N67°56'50"W	61.75'
L12	N67°23'33"W	63.74'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	N63°48'02"W	57.80'
L14	S88°45'28"W	55.77'
L15	N60°16'02"W	72.57'
L16	N59°57'33"W	65.51'
L17	S30°39'04"W	68.04'
L18	S59°48'18"E	53.67'
L19	S59°18'19"E	86.15'
L20	S34°21'44"E	57.77'
L21	N54°38'31"W	89.31'



14
Pcl.2
U.S.A.
RE:32 IM:660

MARITIME ST

SEE SHEET 2

RADIAL TABLE	
RADIAL	BEARING
R1	N47°42'26"E
R2	N39°44'48"E
R3	S10°56'05"E
R4	S08°32'47"E

PORT OF OAKLAND

LAND SURVEYS AND MAPPING



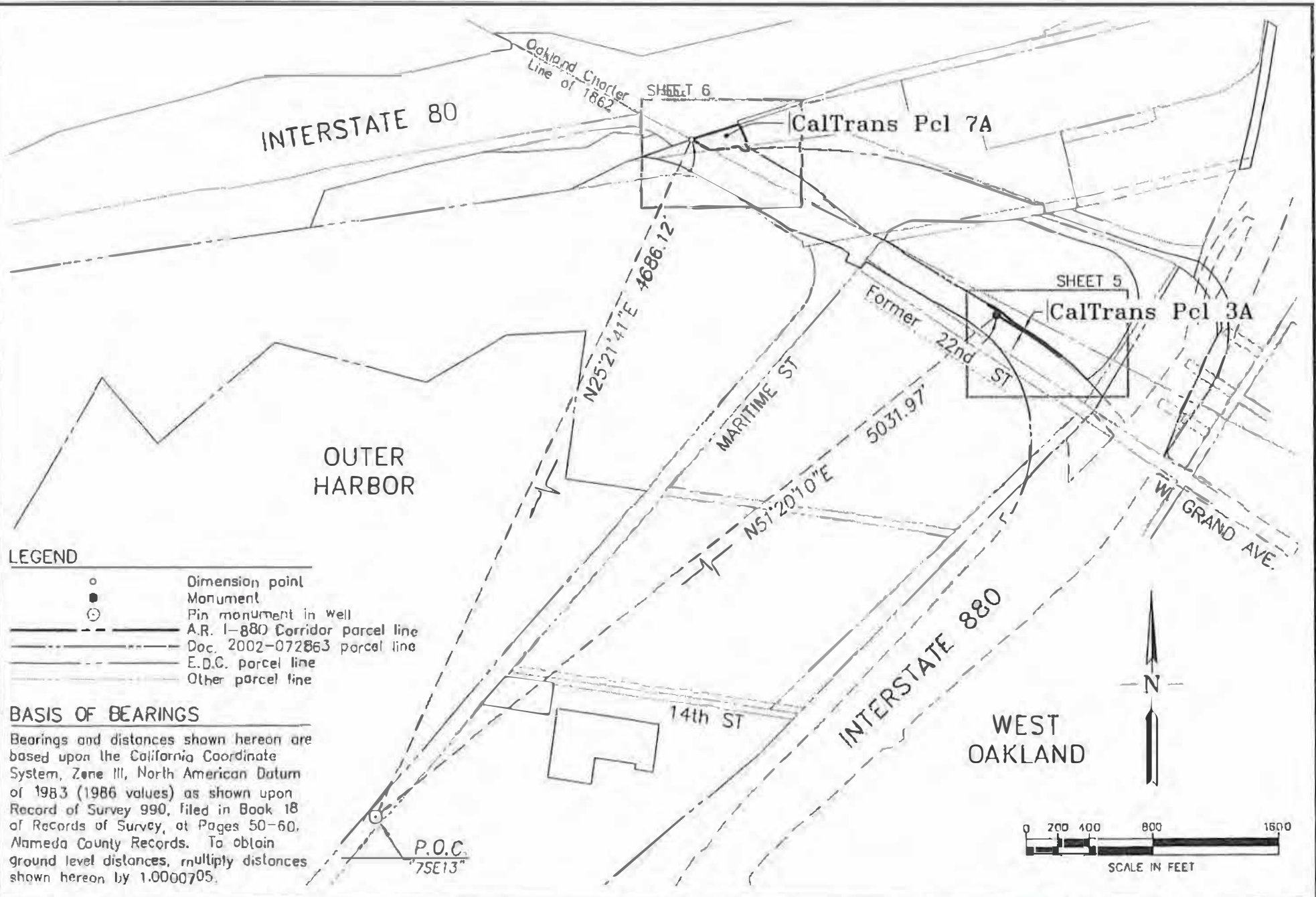
530 Water Street
Oakland, California



EXHIBIT 'A'

PLAT TO ACCOMPANY LEGAL DESCRIPTION
PORTIONS of ARMY I-880 CORRIDOR PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 601132
SCALE: 1"= 200'	Data File:
DATE: 11/10/2003	Revision:
SHEET 3 OF 6	Rev. date:
ATTACHMENTS:	
FILE LOC.> CITY-880-1.dwg (3)	



PORT OF OAKLAND
 LAND SURVEYS AND MAPPING
 530 Water Street
 Oakland, California

EXHIBIT 'A'
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 PORTIONS of A.R. I-880 CORRIDOR PROPERTY
 OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 601132
SCALE: 1" = 800'	Data File:
DATE: 11/10/2003	Revision:
SHEET 4 OF 6	Rev. date:
ATTACHMENTS:	
FILE LOC.: CITY-880-2.dwg (1)	

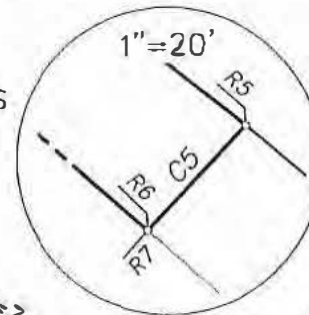
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C4	1°02'25"	1647.00'	29.91'
C5	1°26'59"	599.96'	15.18'

LINE TABLE		
LINE	BEARING	DISTANCE
L22	N31°27'25"E	25.13'
L23	N59°17'00"W	77.28'
L24	N30°38'42"E	8.12'

RADIAL TABLE	
RADIAL	BEARING
R5	N47°17'35"W
R6	N45°50'36"W
R7	S41°03'21"W

**CalTrans
Parcel 3A**
8,436 Sq. Ft.
(0.194 Ac.)
MEASURED IN
GROUND DISTANCES

11
Pcl.4
U.S.A.
4017 O.R. 485



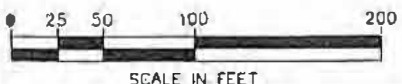
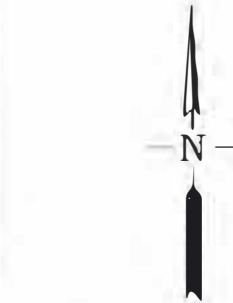
"Subaru Lot"
63rd R.S.C.
T.A.M.R.P. 12/17/1998

$\Delta=7^{\circ}24'24"$
 $R=1647.00'$
 $L=212.91'$
 $\Delta=9^{\circ}36'01"$
 $R=1569.89'$
 $L=263.04'$
S39°39'54"W (R)
S38°00'16"W (R) C4
S39°02'41"W (R)

Former
22nd
STREET
State of California
Doc. 2002-072863

11
Pcl.2
U.S.A.
4017 O.R. 485

12
Pcl.2
U.S.A.
4121 O.R. 191



PORT OF OAKLAND



LAND SURVEYS AND MAPPING
530 Water Street
Oakland, California



EXHIBIT 'A'
PLAT TO ACCOMPANY LEGAL DESCRIPTION
PORTIONS of A.R. 1-880 CORRIDOR PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 601132
SCALE: 1"= 100'	Data File:
DATE: 11/10/2003	Revision:
SHEET 5 OF 6	Rev. date:
ATTACHMENTS:	
FILE LOC.> CITY-880-2.dwg (5)	

NOTE: ALL AREAS SHOWN HEREON ARE
MEASURED IN GROUND DISTANCES.

LINE TABLE		
LINE	BEARING	DISTANCE
L25	SS7°29'34"E	31.31'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C6	2°23'18"	1252.80'	52.22'
C7	8°57'38"	254.00'	39.72'



PORT OF OAKLAND
LAND SURVEYS AND MAPPING
530 Water Street
Oakland, California

EXHIBIT 'A'
PLAT TO ACCOMPANY LEGAL DESCRIPTION
PORTIONS of A.R. 1-880 CORRIDOR PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 601132
SCALE: 1" = 100'	Data File:
DATE: 11/10/2003	Revision:
SHEET 6 OF 6	Rev. date:
ATTACHMENTS:	
FILE LOC.: CITY-880-2.dwg (6)	

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

WE HEREBY CERTIFY THIS TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL RECORDING
ON 8/7/06 @ INSTRUMENT # 104-301853
COUNTY OF ALAMEDA 12:23 PM
BY: [Signature]
CLOSING AGENT

A.P.N. #s
SLC No.

NCS 224879

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRANSFER TO
EXEMPT ENTITY
REVENUE & TAXATION
CODE 11922

STATE OF CALIFORNIA
PATENT AND TRUST TERMINATION

WHEREAS, on April 17, 2006, under authority of Chapter 664, Statutes of 2005 and
Division 6 of the Public Resources Code, the State Lands Commission authorized the settlement
of a title dispute through a title settlement and exchange agreement among the State of
California, acting by and through the State Lands Commission, ("State"); the City of Oakland, a
municipal corporation, acting by and through its City Council ("City"); the City of Oakland, a
municipal corporation, acting by and through its Board of Port Commissioners ("Port"); the
Oakland Base Reuse Authority, a California joint powers authority ("OBRA"); and the
Redevelopment Agency of the City of Oakland, a community redevelopment agency organized
and existing under the California Community Redevelopment Law ("ORA") with respect to
certain lands in the City of Oakland, County of Alameda, State of California, the terms and
conditions of which agreement are fully set forth in that certain agreement entitled "Oakland
Army Base Title Settlement and Exchange Agreement" recorded CONCURRENTLY in the

6 APR'S PORTIONS OF

000-0305-3-12
000-0305-3-14
000-0330-2-2
000-0310-2-2
000-0335-2-2
000-0330-1-7
000-0320-1

Official Records of the County of Alameda, as Recorder's Document No. _____
(the "Agreement");

WHEREAS, the purpose of the Agreement is to settle sovereign lands title and boundary questions at and adjacent to the former Oakland Army Base (the "OARB") a through a land exchange;

WHEREAS, through the implementation of the Agreement and its associated conveyances, certain lands within the OARB will be sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "Public Trust") and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended (the "Granted Lands Trust");

WHEREAS, also through the implementation of the Agreement and its associated conveyances, other lands within and adjacent to the OARB subject to or asserted to be subject to the Public Trust and the Granted Lands Trust will be freed from those Trusts and from Chapter 107, Statutes of 1852, as amended (the "Town Grant");

WHEREAS, pursuant to the Agreement, the Port and OBRA have conveyed the property described as Trust Termination Parcels B and C described in Exhibit 1 (attached to this Patent and incorporated by reference as a part of it) to the State through conveyances which include all of their right, title, and interest, whether arising from the Granted Lands Trust, the Town Grant, or otherwise;

WHEREAS, OBRA acquired Trust Termination Parcel B as part of a No-Cost Economic Development Conveyance from the United States of America, acting by and through the Secretary of the Army, pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466370 on

August 8, 2003 (the "Army Deed");

WHEREAS, Trust Termination Parcel B is also subject to that certain Covenant to Restrict Use of Property entered into among OBRA, ORA, and the State of California Department of Toxic Substances Control, recorded in the Official Records of Alameda County as Document No. 2003466371 on August 8, 2003 (the "CRUP");

WHEREAS, Trust Termination Parcel C was acquired by the Port separate and apart from the Army Deed and is not subject to it or to the CRUP; and

WHEREAS, the State has accepted the conveyances from the Port and OBRA of Trust Termination Parcels B and C and all of the title conveyed by them as lands or interests in lands of the legal character of sovereign tide and submerged lands, so that the State may convey Trust Termination Parcels B and C, including all interests conveyed by the Port and OBRA to the State, to ORA as lands free from the Public Trust, the Granted Lands Trust, and the Town Grant.

NOW, THEREFORE,

In consideration of the foregoing and other valuable considerations, the State of California, acting by and through the State Lands Commission, does hereby remise, release, and quitclaim all its right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the State by OBRA and the Port simultaneously herewith) to the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, all that real property located in the City of Oakland, County of Alameda, State of California, described as Trust Termination Parcels B and C in Exhibit 1. This quitclaim is intended to and does terminate the Public Trust, the Granted Lands Trust, and the Town Grant in Trust Termination Parcels B and C.

As required by the Army Deed, the State hereby incorporates by reference the environmental protection provisions contained in Sections I, II, III, V, and VI of the Army Deed to the extent applicable to Trust Termination Parcel B. As further required by the Army Deed, these environmental protection provisions of the Army Deed shall be included, to the extent applicable, in all subsequent (i) deeds, transfers, or leases of all or any portion of Trust Termination Parcel B and (ii) grants of any interest, privilege, or license in or to all or any portions of Trust Termination Parcel B.

As required by the CRUP, the State hereby incorporates by reference the environmental restrictions contained in Article IV of the CRUP to the extent applicable to Trust Termination Parcel B. As further required by the CRUP, these environmental restrictions shall be incorporated by reference in all subsequent deeds, leases, or rental agreements entered into for

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any portions of Trust Termination Parcel B to which they are in effect and applicable.

IN APPROVAL WHEREOF, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this 30th day of June, two thousand and six.



A handwritten signature in black ink, appearing to read "Arnold Schwarzenegger", written over a horizontal line.

ARNOLD SCHWARZENEGGER
GOVERNOR

Attest:

A handwritten signature in black ink, appearing to read "Bruce McPherson", written over a horizontal line.

BRUCE MCPHERSON
SECRETARY OF STATE

Countersigned:

A handwritten signature in black ink, appearing to read "Paul D. Thayer", written over a horizontal line.

PAUL D. THAYER
EXECUTIVE OFFICER
STATE LANDS COMMISSION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

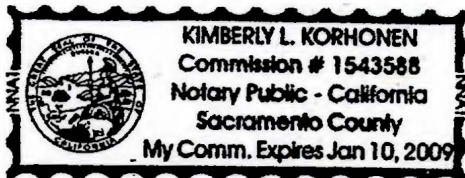
State of California

County of Sacramento } ss.

On July 4, 2006 — before me, KIMBERLY L. KORHONEN, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared PAUL D. THAYER
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Kimberly L. Korhonen
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: STATE OF CALIFORNIA Patent
Parcels B & C

Document Date: April 17, 2006 Number of Pages: 5 + 19 pages exhibits

Signer(s) Other Than Named Above: A. Schwarzenegger, B. M. McPherson

Capacity(ies) Claimed by Signer

Signer's Name: PAUL D. THAYER

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

Signer Is Representing: CA STATE 12-08 COMMISSION



Exhibit 1
Oakland Army Base

Legal Description - Parcel B

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel B-1

That portion of Parcel 2C as described in that certain "Quitclaim Deed Oakland Army Base, Alameda County, California, Subaru Lot", recorded November 18, 2004 as Doc. 2004513849 in the Office of Recorder of the said County of Alameda, lying and being south of the northern boundary line of the City of Oakland as described in that certain Act of the Legislature of the Said State of California, Approved April 24, 1862 entitled Chapter CCXCIV – An Act to amend and act entitled an Act to incorporate the City of Oakland, passed March twenty-fifth, eighteen hundred fifty-four, and repealing certain other Acts relating to said city (hereinafter referred to as Stat. 1862, Ch. 294), and being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence South 15°55'37" East, 870.57 feet to the intersection of the westerly boundary of Parcel 15A as described in that certain "Quitclaim Deed for East Maritime Army Reserve Property" recorded November 18, 2004 as Doc. 2004513853 in the Office of Recorder of the said County of Alameda (hereinafter referred to as Doc. 2004513853), with the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294) being the **POINT OF BEGINNING** of Parcel B-1 as herein described, said intersection also being a point on a curve, concave northwesterly, having a radius of 1542.01 feet and a central angle of 05°39'58", and from which said point on curve the radius point of said curve bears North 36°42'00" West;

Thence departing from said northern boundary of the City of Oakland (Stat. 1862, Ch. 294), southerly along the said westerly boundary of Parcel 15A (Doc. 2004513853)

along the arc of said curve, deflecting to the right, for an arc distance of 152.49 feet to a point on the generally northeastern boundary of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002072863 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2002072863), said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 02°40'12", from which beginning the radius point of said curve bears South 40°40'27" West;

Thence along the generally northeastern boundary of said Parcel 56444 (Doc. 2002072863) the following six courses:

- 1) Along the arc of said curve, deflecting to the left, for an arc distance of 76.75 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 07°24'24", from which beginning the radius point of said curve bears South 39°39'54" West;
- 2) Thence along the arc of said curve, deflecting to the left, for an arc distance of 212.91 feet;
- 3) Thence North 57°44'30" West, 113.40 feet;
- 4) Thence North 49°58'48" West, 124.70 feet;
- 5) Thence North 59°26'20" West, 696.99 feet;
- 6) Thence North 38°53'13" West, 28.28 feet to a point on the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294);

Thence departing from the said generally northeastern boundary of said Parcel 56444 (Doc. 2002072863), easterly along the northern boundary of the City of Oakland (Stat. 1862, Ch. 294, South 62°34'34" East 1315.25 to the **POINT OF BEGINNING**, containing 73,715 square feet (1.692 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this Legal Description.

Parcel B-2

A portion of Parcel 1 as described in that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel, County of Alameda, California, recorded August 8, 2003 as Doc. No. 2003466370 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2003466370), being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of

Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded June 15, 1999 as Doc. No. 99-222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to the eastern most corner of Parcel 4 as described in that certain Quitclaim Deed for Berth 21 Submerged/Upland Property recorded August 8, 2003 as Doc. No. 2003466373 in the Office of the Recorder of said County of Alameda (hereinafter referred to as Doc. 2003466373) being the **POINT OF BEGINNING** of Parcel B-2 as herein described;

Thence departing from said Agreed Low Tide Line of 1852 (1837 Deeds 84), westerly along the said northern boundary of said Parcel 4 (Doc. 2003466373), North 48°48'07" West, 839.34 feet to a point on the generally southern boundary of Parcel 1, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L (Reel: 32, Image:660), being a point on the course described as "North 6°52'23" East, 936.49 feet" in the description of said Parcel 1, also being the generally southern boundary of said Parcel 1 (Doc. 2003466370);

Thence along the generally southern boundary of said Parcel 1 (Reel: 32, Image:660), also being the generally southern boundary of said Parcel 1 (Doc. 2003466370), the following two courses:

- 1) North 08°03'07" East, 385.68 feet;
- 2) South 86°48'30" West, 297.19 feet to a point on the landside face of an elevated concrete wharf structure (formerly known as Pier 9) being the generally eastern boundary of Parcel 7 as described in that certain Quitclaim Deed for West Maritime Submerged Property recorded August 8, 2003 as Doc. No. 2003466374 in the Office

of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2003466374);

Thence departing from said generally southern boundary of said Parcel 1 (Reel: 32, Image:660) being the generally southern boundary of said Parcel 1 (Doc. 2003466370), in a generally westerly direction along the said landside face of an elevated concrete wharf structure (formerly known as Pier 9), being the generally eastern boundary of said Parcel 7 (Doc. 2003466374) the following six courses :

- 1) North 08°04'29" East, 43.36 feet;
- 2) North 81°39'04" West, 63.48 feet;
- 3) North 21°23'43" East, 72.93 feet;
- 4) North 81°33'20" West, 154.14 feet;
- 5) North 07°35'55" East, 47.96 feet;
- 6) North 68°58'20" West, 412.08 feet to a point on the northeasterly boundary of Parcel 4 as described in said Quitclaim Deed (Doc. 2003466374), which bears North 48°48'07" West from the **POINT OF BEGINNING**;

Thence departing from the said landside face of an elevated concrete wharf structure (formerly known as Pier 9), being the generally eastern boundary of said Parcel 7 (Doc. 2003466374), northwesterly along the said northeasterly boundary of Parcel 4 (Doc. 2003466374), North 48°48'07" West, 54.99 feet to a point that bears North 48°48'07" West, 1962.29 feet from the **POINT OF BEGINNING**;

Thence departing from the said northeasterly boundary of Parcel 4 (Doc. 2003466374), North 41°08'50" East 319.69 feet;

Thence North 08°55'17" West 191.86 feet to a point on the southern boundary of Parcel "S" as described in that certain Indenture and Conveyance by and between the State of California acting by and through it's Department of Public Works and the California Toll Bridge Authority, and City of Oakland, acting by and through it's Board of Port Commissioners, recorded on February 17, 1942 in Book 4186 of Official Records, at Page 156 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 4186 O.R. 156), also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370);

Thence along the southern boundary of said Parcel "S" (4186 O.R. 156), also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370), North 81°36'26" East 630.11 feet to the western most corner of said lands described in Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of

California et al., Case No. 21930-L, (6361 O.R. 334), also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370);

Thence along the northern boundary of said Tract 5, North 64°17'11" East 397.63 feet to the western most corner of said lands described in Final Judgment as to Tract 23, United States of America vs. City of Oakland, State of California et al., Case No. 21930-L (5987 O.R. 319), also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370), said corner being marked by a 1 ½" brass disc with punch in the top of a concrete culvert as shown on said Army Map;

Thence along the northern boundary of said Tract 23, also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370), North 71°46'34" East, 111.41 feet to the western most corner of Parcel 56444 as described in that certain Quitclaim Deed (I-880 Connector Corridor) recorded on February 13, 2002 as Document No. 2002072863 of Official Records in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2002072863), also being the generally northeastern boundary of said Parcel 1 (Doc. 2003466370), being marked by a 1" iron pipe and CalTrans cap as shown on Record of Survey No. 1687, filed in Book 25 of Records of Surveys, Pages 58-69, Alameda County Official Records, being the beginning of a non-tangent curve concave southwesterly, having a radius of 1457.00 feet and a central angle of 9°28'45", from which beginning the radius point bears South 08°37'39" West;

Thence, along the generally southwestern boundary of said Parcel 56444, (Doc. 2002072863), also being the generally northeastern boundary of said Parcel 1 (Doc. 2003466370), the following fifteen courses:

- 1) Along the arc of said curve, deflecting to the right, for an arc distance of 241.05 feet to an angle point from which the radius point bears South 18°06'24" West;
- 2) Thence South 63°07'59" East, 314.87 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 3) Thence South 59°26'20" East, 388.09 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 4) Thence South 54°38'31" East, 108.88 feet;
- 5) Thence South 71°14'04" East, 214.96 feet;
- 6) Thence South 68°12'53" East, 121.49 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 7) Thence South 52°34'03" East, 57.26 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

- 8) Thence South $26^{\circ}23'46''$ West, 50.81 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 9) Thence South $67^{\circ}50'56''$ East, 108.73 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 10) Thence North $40^{\circ}50'20''$ East, 50.00 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 11) Thence South $59^{\circ}26'20''$ East, 469.79 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 12) Thence South $64^{\circ}31'30''$ East, 100.40 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 13) Thence South $59^{\circ}20'55''$ East, 161.93 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687, marking the beginning of a non-tangent curve concave southwesterly, having a radius of 926.00 feet and a central angle of $13^{\circ}07'36''$, from which beginning the radius point bears South $31^{\circ}52'38''$ West;
- 14) Thence along the arc of said curve, deflecting to the right, for an arc distance of 212.15 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687 marking the beginning of a non-tangent curve concave southwesterly, having a radius of 926.00 feet and a central angle of $18^{\circ}51'52''$, from which beginning the radius point bears South $47^{\circ}51'29''$ West;
- 15) Thence along the arc of said curve, deflecting to the right, for an arc distance of 304.88 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 599.96 feet and a central angle of $3^{\circ}36'49''$, from which the radius point bears North $17^{\circ}29'03''$ West;

Thence departing from said southwestern boundary of Parcel 56444, (Doc. 2002072863), also being the said generally northeastern boundary of Parcel 1 (Doc. 2003466370), westerly along the arc of said curve, deflecting to the right, an arc distance of 37.84 feet;

Thence South $76^{\circ}07'45''$ West, 555.85 feet to the beginning of a curve concave southeasterly and tangent to the preceding course, having a radius of 1739.00 feet and a central angle of $30^{\circ}14'40''$;

Thence along the arc of said curve, deflecting to the left, an arc distance of 917.96 feet;

Thence South $45^{\circ}53'06''$ West, 550.21 feet to a point on a line that bears South $48^{\circ}48'07''$ East from the **POINT OF BEGINNING**;

Thence North 48°48'07" West, 534.07 feet to the **POINT OF BEGINNING**, containing 4,172,281 square feet (95.782 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Parcel B-3

A portion of Parcel 1 as described in that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel, County of Alameda, California, recorded August 8, 2003 as Doc. No. 2003466370 in the Office of the Recorder of the said County of Alameda, being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded June 15, 1999 as Doc. No. 99-222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to the eastern most corner of Parcel 4 as described in that certain Quitclaim Deed for Berth 21 Submerged/Upland Property recorded August 8, 2003 as Doc. No. 2003466373 in the Office of the Recorder of said County of Alameda (hereinafter referred to as Doc. 2003466373);

Thence departing from the said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 80°39'13" West, 4577.07 feet to a point in the existing westerly perimeter fence line of said Pier 7, said existing perimeter fence being the western boundary of said Parcel 1 (Doc. 2003466370) and the **POINT OF BEGINNING** of Parcel of Parcel B-3 as herein described;

Thence northerly along the said westerly perimeter fence line of Pier 7, being the said western boundary of Parcel 1 (Doc. 2003466370), the following two courses:

- 1) North 20°41'10" West 427.98 feet to an angle point in said fence line;
- 2) Thence North 01°48'40" West, 114.71 feet to a point on the southern boundary of Parcel "S" as described in that certain Indenture and Conveyance by and between the State of California acting by and through it's Department of Public Works and the California Toll Bridge Authority, and City of Oakland, acting by and through it's Board of Port Commissioners, recorded on February 17, 1942 in Book 4186 of Official Records, at Page 156 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 4186 O.R. 156) being the generally northern boundary of said Parcel 1 (Doc. 2003466370);

Thence along the said southern boundary of said Parcel "S" (4186 O.R. 156), being the said generally northern boundary of Parcel 1 (Doc. 2003466370), the following two courses:

- 1) North 88°08'30" East, 291.86 feet;
- 2) Thence North 81°36'26" East 984.09 feet;

Thence departing from the said southern boundary of said Parcel "S" (4186 O.R. 156), being the said generally northern boundary of Parcel 1 (Doc. 2003466370), South 08°23'15" East 210.89 feet;

Thence South 41°23'42" West 1098.60 feet;

Thence North 48°40'48" West 552.26 feet to the **POINT OF BEGINNING**, containing 758,852 square feet (17.421 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Parcel B-4

That portion of Parcel 2 as described in that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel, County of Alameda, California, recorded August 8, 2003 as Doc. No. 2003466370 in the Office of the Recorder of the said County of Alameda lying and being south of the northern boundary line of the City of Oakland as described in that certain Act of the Legislature of the Said State of California, Approved April 24, 1862 entitled Chapter CCXCIV – An Act to amend and act entitled an Act to incorporate the City of Oakland, passed March twenty-fifth, eighteen hundred fifty-four, and repealing certain other Acts relating to said city (hereinafter referred to as Stat. 1862, Ch. 294), and being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to

as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence South 82°35'14" West, 1108.22 feet to the intersection of the generally northeastern boundary of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002-072863 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2002072863), with the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294) being the **POINT OF BEGINNING** of Parcel B-4 as herein described;

Thence departing from the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294), westerly along the said northeastern boundary of Parcel 56444 (Doc. 2002072863) the following two courses:

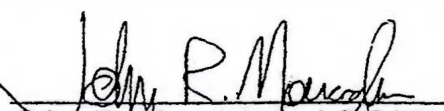
- 1) North 65°41'40" West 38.01 feet to an angle point;
- 2) Thence North 49°47'18" West 9.34 feet to an angle point;

Thence departing from the said generally northeastern boundary of said Parcel 56444 (Doc. 2002072863), easterly along the northern boundary of the City of Oakland (Stat. 1862, Ch. 294, South 62°34'34" East 47.07 feet to the **POINT OF BEGINNING**, containing 49 square feet (0.001 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this Legal Description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in May 2006.

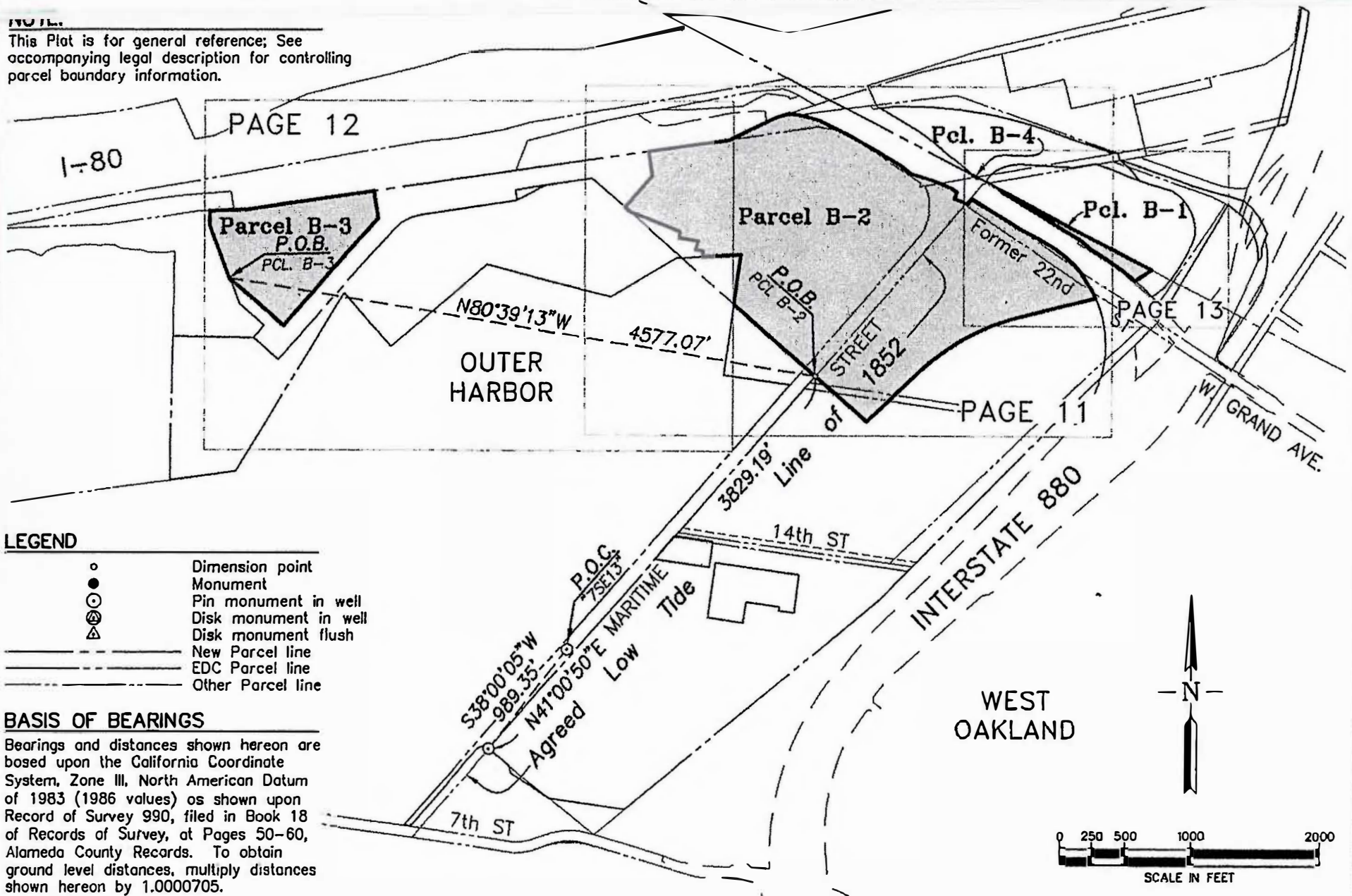

John R. Monaghan, LS 6122
License Expires: 03/31/08

5/14/06
Date



NOTE:

This Plat is for general reference; See accompanying legal description for controlling parcel boundary information.



LEGEND

- Dimension point
- Monument
- ⊙ Pin monument in well
- ⊗ Disk monument in well
- ⊕ Disk monument flush
- New Parcel line
- - - EDC Parcel line
- · · Other Parcel line

BASIS OF BEARINGS

Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.

PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



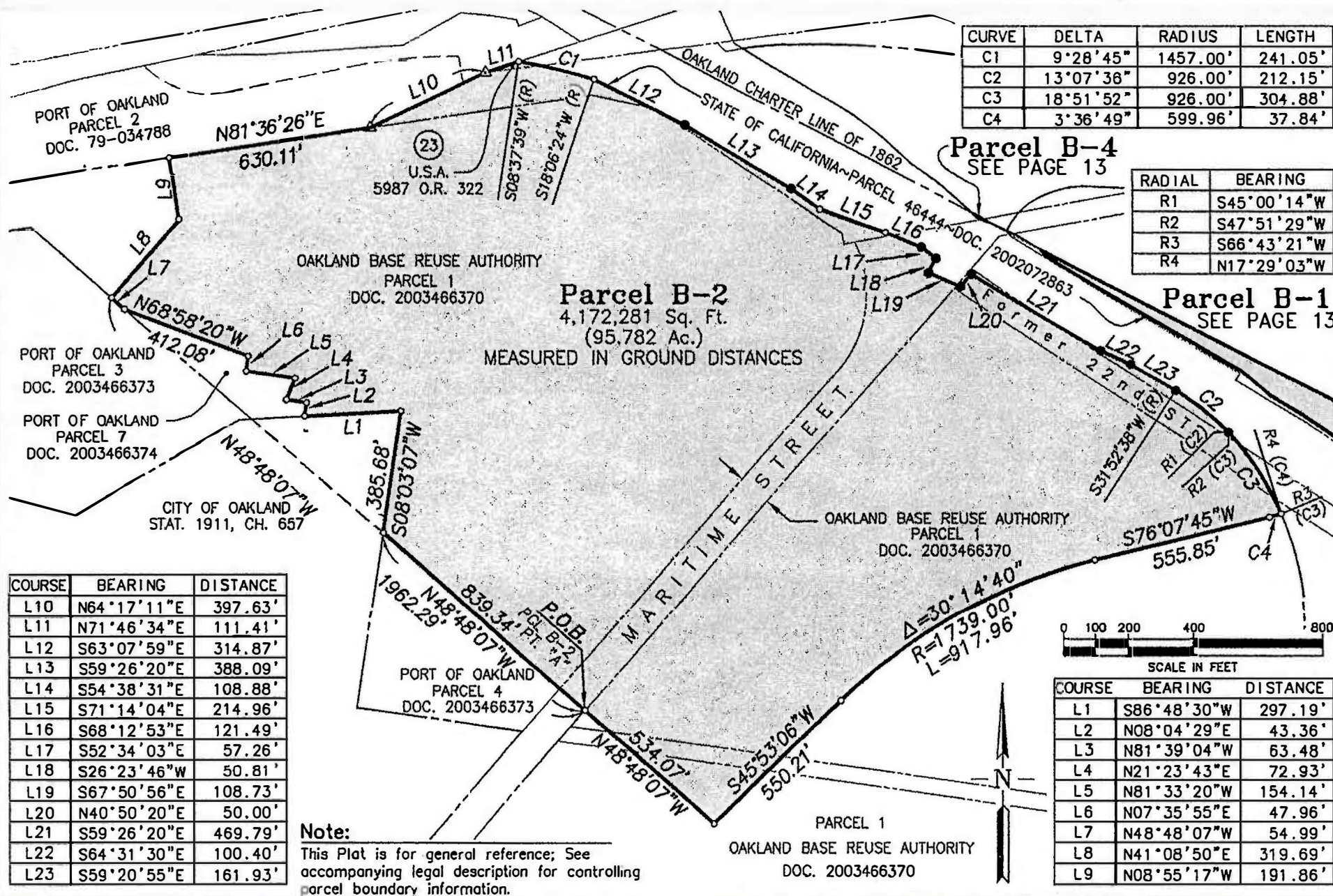
EXHIBIT 1

OAKLAND ARMY BASE

PARCEL B, PAGE 10 OF 13

PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL B

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 01/06/2006	Revision: 1
	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC: > Exhibit a - Parcel B - Rev 1.dwg	



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT 1

OAKLAND ARMY BASE
PARCEL B, PAGE 11 OF 13

PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL B

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 01/06/2006	Revision: 1
	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC.: Exhibit B - Parcel B - Rev 1.dwg	

INTERSTATE 80

CITY OF OAKLAND
PARCEL 1
DOC. 79-034788

STATE OF CALIFORNIA
PARCEL 5
4186 O.R. 156

CITY OF OAKLAND
PARCEL 2
DOC. 79-034788

OAKLAND BASE REUSE AUTHORITY
PARCEL 1
DOC. 2003466370

PORT OF OAKLAND
PARCEL 8
DOC. 2003466374

PORT OF OAKLAND
PARCEL 3
DOC. 2003466373

PORT OF OAKLAND
PARCEL 7
DOC. 2003466374

CITY OF OAKLAND
STAT. 1911, CH. 657

Parcel B-3

758,852 Sq. Ft.
(17.421 Ac.)
MEASURED IN
GROUND DISTANCES
P.O.B.
PCL B-3

Parcel B-2

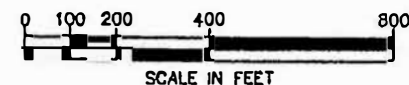
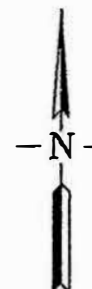
4,172,281 Sq. Ft.
(95.782 Ac.)
MEASURED IN
GROUND DISTANCES

SEE PAGE 11

COURSE	BEARING	DISTANCE
L2	N08°04'29"E	43.36'
L3	N81°39'04"W	63.48'
L4	N21°23'43"E	72.93'
L5	N81°33'20"W	154.14'
L6	N07°35'55"E	47.96'
L7	N48°48'07"W	54.99'
L8	N41°08'50"E	319.69'
L9	N08°55'17"W	191.86'
L24	N01°48'40"W	114.71'
L25	N88°08'30"E	291.86'
L26	S08°23'15"E	210.89'

Note:

This Plat is for general reference; See
accompanying legal description for controlling
parcel boundary information.



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT 1

OAKLAND ARMY BASE

PARCEL B, PAGE 12 OF 13

PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL B

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 01/06/2006	Revision: 1
	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC.> Exhibit B- Parcel B - Rev 1.dwg	

Exhibit 1
Oakland Army Base

Legal Description – Parcel C

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel C-1

A portion of the lands described as Parcel 2 in that certain Quitclaim Deed between the State of California and the City of Oakland, recorded February 23, 1979 as Doc. No. 79-034788 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 79034788), being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence North 06°22'58" West, 3704.99 feet to the western most corner of said Parcel 2 (Doc. 79-034788), said corner being marked by a concrete nail and CalTrans tag set flush, as shown on Record of Survey No. 1687, filed in Book 25 of Records of Surveys, at Pages 58-69, the said County of Alameda Official Records, and being the **POINT OF BEGINNING** of the portion of said Parcel 2 (Doc. 79034788) herein described;

Thence along the western and generally northern lines of said Parcel 2 (Doc. 79034788) the following three courses:

- 1) North 21°36'13" East, 249.00 feet to an angle point marked by a 1" iron pipe and CalTrans cap under a cyclone fence, as shown on said Record of Survey No. 1687;
- 2) North 75°30'42" East, 642.22 feet to an angle point marked by a 1" iron pipe and CalTrans cap, as shown on said Record of Survey No. 1687;
- 3) North 78°23'41" East, 230.24 feet to the western most corner of Parcel 1 described in that certain Grant Deed from the City of Oakland to the State of California, recorded February 3, 1995 as Doc. No. 95028117 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 95028117), said corner being the beginning of a non-tangent curve concave northerly, having a

radius of 295.00 feet and a central angle of 58°05'18", from which beginning the radius point bears North 45°29'15" East;

Thence along the generally southerly line of said Parcel 1 (Doc. 95028117) the following five courses:

- 1) along said curve to the left, an arc distance of 299.08 feet to a point of tangency;
- 2) North 77°23'57" East, 93.57 feet;
- 3) North 78°35'02" East, 301.18 feet to the beginning of a curve concave southeasterly, having a radius of 1457.00 feet and a central angle of 12°33'12";
- 4) along said curve to the right, an arc distance of 319.22 feet to an angle point from which the radius point bears South 01°08'14" West;
- 5) South 09°10'00" East, 85.90 feet to a point on the northwest line of the lands described in that certain Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 16, 1951 in Book 6361 of Official Records, Page 334 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 6361 O.R. 334);

Thence along the generally northwest line of said Tract 5 (6361 O.R. 334), South 64°17'11" West, 319.86 feet to a point on the generally southerly line of Parcel "S" described in that certain Indenture and Conveyance by and between the State of California, acting by and through its Department of Public Works and the California Toll Bridge Authority, and the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, recorded February 17, 1942 in Book 4186 of Official Records, Page 156, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 4186 O.R. 156);

Thence along said generally southerly line of said Parcel "S" (4186 O.R. 156), South 81°36'26" West, 1660.88 feet to the **POINT OF BEGINNING**, containing 416,298 square feet (9.557 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Parcel C-2

A portion of the lands described in that certain act of the legislature of the State of California entitled "An act granting certain tide lands and submerged lands of the State of California to the city of Oakland and regulating the management, use and control thereof," approved May 1, 1911 as Chapter 657 of Statutes of 1911, and amendatory

acts (hereinafter referred to as Stat. 1911, Ch. 657), being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence northeasterly along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to a point hereinafter referred to as Point "A";

Thence departing from the said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 48°48'07" West, 839.34 feet to a point on the generally southerly line of Parcel 1, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660), being the **POINT OF BEGINNING** of the said portion of lands (Stat. 1911, Ch. 657) herein described;

Thence departing the generally southerly line of said Parcel 1, Tract 14 (Reel: 32, Image: 660), North 48°48'07" West, 275.79 feet to a point on a line that is 100.00 feet northeasterly of and parallel with the line of mean high tide as surveyed by the Port of Oakland in June 2001;

Thence northerly along said parallel line, the following two courses:

1) North 11°00'07" East 181.49 feet;

- 2) North $41^{\circ}18'35''$ West 11.96 feet to a point on the said generally southerly line of Parcel 1, Tract 14 (Reel: 32, Image: 660);

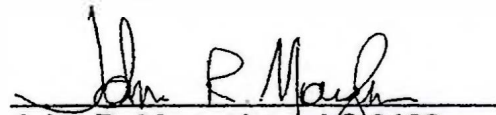
Thence departing from said parallel line, easterly and southerly along the said generally southerly line of Parcel 1, Tract 14 (Reel: 32, Image: 660) the following two courses:

- 1) North $86^{\circ}48'30''$ East 235.16 feet;
- 2) South $08^{\circ}03'07''$ West, 385.68 feet to the **POINT OF BEGINNING**, containing 65,473 square feet (1.503 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in May 2006.

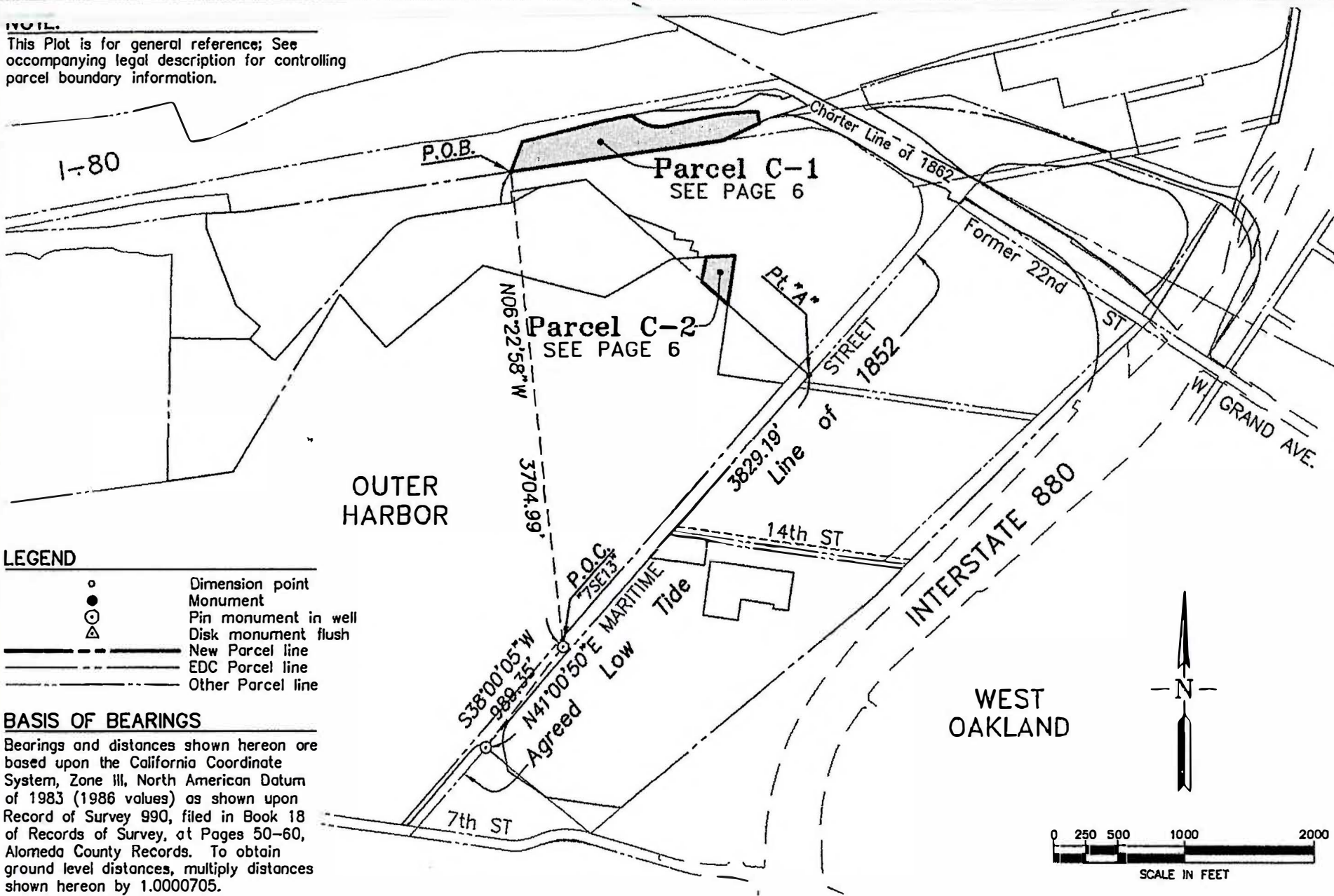

John R. Monaghan, LS 6122
License Expires: 03/31/08

5/14/06
Date



NOTE:

This Plot is for general reference; See accompanying legal description for controlling parcel boundary information.



LEGEND

- Dimension point
- Monument
- Pin monument in well
- △ Disk monument flush
- New Parcel line
- - - EDC Parcel line
- · · Other Parcel line

BASIS OF BEARINGS

Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.

PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT 1

OAKLAND ARMY BASE

PARCEL C, PAGE 5 OF 6

PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL C

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 12/15/05	Revision: 1
	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC: Exhibit B - Parcel C - Rev 1.dwg	



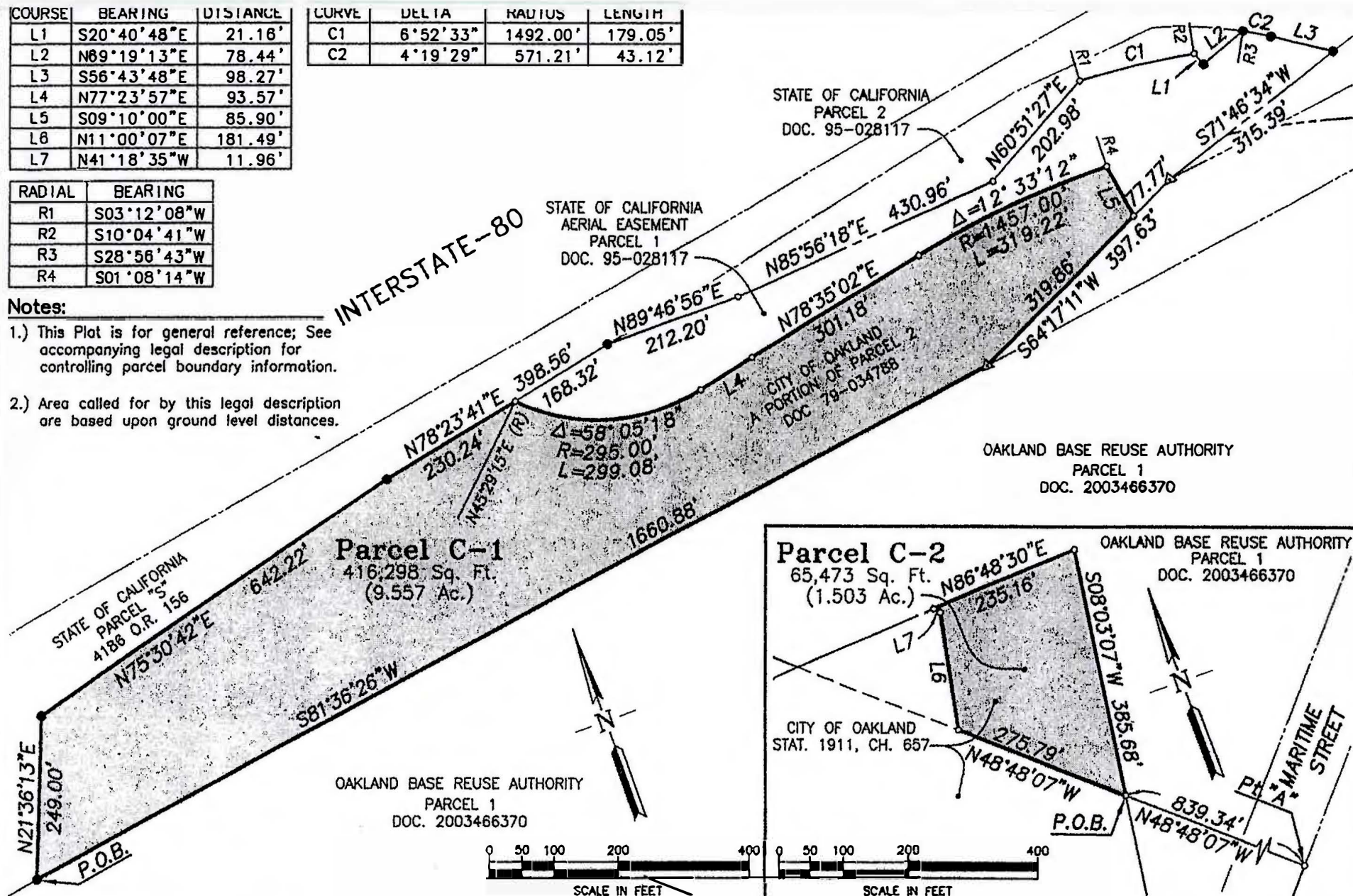
COURSE	BEARING	DISTANCE
L1	S20°40'48"E	21.16'
L2	N69°19'13"E	78.44'
L3	S56°43'48"E	98.27'
L4	N77°23'57"E	93.57'
L5	S09°10'00"E	85.90'
L6	N11°00'07"E	181.49'
L7	N41°18'35"W	11.96'

CURVE	DELTA	RADIUS	LENGTH
C1	6°52'33"	1492.00'	179.05'
C2	4°19'29"	571.21'	43.12'

RADIAL	BEARING
R1	S03°12'08"W
R2	S10°04'41"W
R3	S28°56'43"W
R4	S01°08'14"W

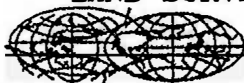
Notes:

- 1.) This Plot is for general reference; See accompanying legal description for controlling parcel boundary information.
- 2.) Area called for by this legal description are based upon ground level distances.



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT 1

OAKLAND ARMY BASE

PARCEL C, PAGE 6 OF 6

PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL C

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 12/15/05	Revision: 1
	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC - Exhibit B - Parcel C - Rev 1	

**CERTIFICATE OF ACCEPTANCE
(TRUST TERMINATION PARCELS)**

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated JUNE 30, 2006, from the State of California, acting by and through the State Lands Commission, to the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, is hereby accepted by the undersigned officer or agent on behalf of the Redevelopment Agency of the City of Oakland. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as Chapter 664, Statutes of 2005, and further by the authority of Redevelopment Agency of the City of Oakland Resolution No. 2006-0013 C.M.S dated March 7, 2006. The grantee consents to the recordation of the referenced Quitclaim Deed by its duly authorized officer.

Dated: 8-3-06

Redevelopment Agency of the City
of Oakland, a public entity created
pursuant to the provisions of the
California Community
Redevelopment Law (Health &
Safety Code sections 33000 et seq.)

By: Helen A. Edgerly

19

PLEASE COMPLETE THIS INFORMATION

Recording Requested by
First American Title



2006301850

08/07/2006 12:23 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

WHEN RECORDED MAIL TO:

State of California
State Lands Commission
Attn: Title Unit
100 Howe Ave., Suite 100 South
Sacramento CA 95825-8202



13 PGS
PCOR20.00

THIS SPACE FOR RECORDER'S USE ONLY

Quit Claim Deed
TITLE OF DOCUMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code 27361.6)
(Additional recording fee applies)

**RECORDING REQUESTED BY
FIRST AMERICAN TITLE**

19
RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

851 NF

12

[Signature]

A.P.N. #s *PORTIONS 000-0335-2 & 000-0330-2-2*
S.L.C. No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NCS 824879

**STATE OF CALIFORNIA
PATENT**

*The Informed
State*
**TRANSFER TO
EXEMPT ENTITY
REVENUE & TAXATION
CODE SEC 11922**

WHEREAS, on April 17, 2006, under authority of Chapter 664, Statutes of 2005 and Division 6 of the Public Resources Code, the State Lands Commission authorized the settlement of a title dispute through a title settlement and exchange agreement among the State of California, ^{*} acting by and through the State Lands Commission, ("State"); the City of Oakland, a ^{*} ~~Grantor~~ municipal corporation, acting by and through its City Council ("City"); the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"); the Oakland Base Reuse Authority, a California joint powers authority ("OBRA"); and the Redevelopment Agency of the City of Oakland, ^{*} a community redevelopment agency organized ^{*} ~~Grantor~~ and existing under the California Community Redevelopment Law ("ORA") with respect to certain lands in the City of Oakland, County of Alameda, State of California, the terms and conditions of which agreement are fully set forth in that certain agreement entitled "Oakland Army Base Title Settlement and Exchange Agreement" recorded *CONCURRENTLY* in the

Official Records of the County of Alameda, as Recorder's Document No. _____

(the "Agreement");

WHEREAS, the purpose of the Agreement is to settle sovereign lands title and boundary questions at and adjacent to the former Oakland Army Base (the "OARB") through a land exchange;

WHEREAS, through the implementation of the Agreement and its associated conveyances, certain lands within the OARB will be sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "Public Trust") and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended (the "Granted Lands Trust");

WHEREAS, also through the implementation of the Agreement and its associated conveyances, other lands within and adjacent to the OARB subject to or asserted to be subject to the Public Trust and the Granted Lands Trust will be freed from those Trusts and from Chapter 107, Statutes of 1852, as amended (the "Town Grant");

WHEREAS, pursuant to the Agreement, OBRA has conveyed the property described as Public Trust Parcel E in Exhibit 1 (attached to this Patent and incorporated by reference as a part of it) to the State through a conveyance which includes all of its right, title, and interest, whether arising from the Granted Lands Trust, the Town Grant, or otherwise;

WHEREAS, OBRA acquired Public Trust Parcel E as part of a No-Cost Economic Development Conveyance from the United States of America, acting by and through the Secretary of the Army, pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466370 on August 8, 2003 (the "Army Deed");

WHEREAS, Public Trust Parcel E is also subject to that certain Covenant to Restrict Use of Property entered into among OBRA, ORA, and the State of California Department of Toxic Substances Control, recorded in the Official Records of Alameda County as Document No. 2003466371 on August 8, 2003 (the "CRUP");

WHEREAS, the State has accepted the conveyance from OBRA of Public Trust Parcel E and all of the title conveyed by it as lands or interests in lands of the legal character of sovereign tide and submerged lands, so that the State may convey Parcel E, including all interest conveyed by OBRA to the State, to ORA as lands subject to the Public Trust and the Granted Lands Trust.

NOW, THEREFORE,

In consideration of the foregoing and other valuable consideration, the State of California, acting by and through the State Lands Commission, does hereby remise, release, and quitclaim all its right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the State by OBRA) to the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, as a trustee pursuant to the Public Trust and the Granted Lands Trust, in all that real property located in the City of Oakland, County of Alameda, State of California, described as Public Trust Parcel E in Exhibit 1, subject to the Public Trust and the Granted Lands Trust.

As required by the Army Deed, the State hereby incorporates by reference the environmental protection provisions contained in Sections I, II, III, V, and VI of the Army Deed to the extent applicable to Public Trust Parcel E. As further required by the Army Deed, these environmental protection provisions of the Army Deed shall be included, to the extent

applicable, in all subsequent (i) deeds, transfers, or leases of all or any portion of Public Trust Parcel E and (ii) grants of any interest, privilege, or license in or to all or any portions of Public Trust Parcel E.

As required by the CRUP, the State hereby incorporates by reference the environmental restrictions contained in Article IV of the CRUP to the extent applicable to Public Trust Parcel E.

As further required by the CRUP, these environmental restrictions shall be incorporated by reference in all subsequent deeds, leases, or rental agreements entered into for any portions of

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Public Trust Parcel E to which they are in effect and applicable.

IN APPROVAL WHEREOF, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this 30th day of June, two thousand and six.



A handwritten signature of Arnold Schwarzenegger in black ink, written over a horizontal line.

ARNOLD SCHWARZENEGGER
GOVERNOR

Attest:

A handwritten signature of Bruce McPherson in black ink, written over a horizontal line.

BRUCE MCPHERSON
SECRETARY OF STATE

Countersigned:

A handwritten signature of Paul D. Thayer in black ink, written over a horizontal line.

PAUL D. THAYER
EXECUTIVE OFFICER
STATE LANDS COMMISSION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Sacramento

ss.

On July 6, 2006

before me,

Kimberly L. Korhonen, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

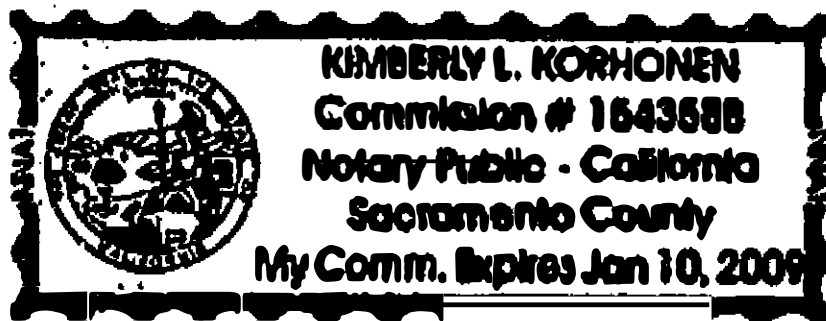
Paul D. Thayer

Name(s) of Signer(s)

☒ Personally known to me

☐ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Kimberly L. Korhonen

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

STATE OF CALIFORNIA Patent

Document Date:

April 17, 2006

Number of Pages: 5 pg + 5

Exhibits

Signer(s) Other Than Named Above:

ALDO SCHWARZENBERGER, Bruce

McPherson

Capacity(ies) Claimed by Signer

Signer's Name:

PAUL D. THAYER

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☒ Other:

EXECUTIVE OFFICER

Signor Is Representing:

CA STATE 12-05 Commission



Exhibit 1
Oakland Army Base

Legal Description -- Parcel E

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

A portion of Parcel 1 as described in that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel, County of Alameda, California, recorded August 8, 2003 as Doc. No. 2003466370 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2003466370), being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-288 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded June 15, 1999 as Doc. No. 99222447 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East 3829.19 feet to the eastern most corner of Parcel 4 as described in that certain Quitclaim Deed for Berth 21 Submerged/Upland Property recorded August 8, 2003 as Doc. No. 2003466373 in the Office of the Recorder of said County of Alameda (hereinafter referred to as Doc. 2003466373);

Thence departing from said Agreed Low Tide Line of 1852 (1837 Deeds 84), northwesterly along the northeastern boundary of said Parcel 4, its northwesterly extension, and the northeastern boundary Parcel 3 described in said Quitclaim Deed (Doc. 2003466373), North 48°48'07" West 1962.29 feet to the POINT OF BEGINNING of the Parcel herein described;

Thence continuing along the said northeastern boundary of Parcel 3 (Doc. 2003466373), and the generally northern boundary of said Parcel 3 (Doc. 2003466373) the following two courses:

- 1) North 48°48'07" West 334.21 feet;
- 2) Thence South 81°26'43" West 354.67 feet to the eastern most corner of Parcel 8 as described in that certain Quitclaim Deed for West Maritime Submerged Property recorded August 8, 2003 as Doc. No. 2003466374 in the Office of the Recorder of the said County of Alameda (hereinafter Referred to as Doc. 2003466374);

Thence departing from the said generally northern boundary of Parcel 3 (Doc. 2003466373), westerly and southerly along the northern and western boundaries of said Parcel 8 (Doc. 2003466374), the following three courses;

- 1) South 80°58'50" West, 241.56 feet;
- 2) Thence South 08°24'05" East, 40.51 feet;
- 3) Thence South 07°08'26" East, 42.27 feet to an angle point in the existing face of wharf located at the portion of the former Oakland Army Base known as Pier 8, being a point on the said generally northern boundary of Parcel 3 (Doc. 2003466373);

Thence departing from the said western boundary of said Parcel 8 (Doc. 2003466374), continuing in a generally westerly direction along the existing face of wharf of said Pier 8 and Pier 7, being the said generally northern boundary of Parcel 3 (Doc. 2003466373) the following six courses:

- 1) South 81°35'04" West, 751.30 feet to an angle point in said face of wharf;
- 2) Thence South 74°45'15" West, 80.05 feet to an angle point in said face of wharf;
- 3) Thence South 61°28'19" West, 85.21 feet to an angle point in said face of wharf;
- 4) Thence South 48°06'56" West, 79.89 feet to an angle point in said face of wharf;
- 5) Thence South 41°20'07" West, 1332.88 feet to an angle point in said face of wharf;
- 6) Thence North 48°42'09" West, 259.68 feet to an angle point in said face of wharf, said angle point being an angle point in the westerly boundary of said Parcel 1 (Doc. 2003466370);

Thence departing from the said generally northern boundary of Parcel 3 (Doc. 2003466373), continuing along the said face of wharf of Pier 7, said face of wharf being the said western boundary of Parcel 1 (Doc. 2003466370), the following two courses:

- 1) North 41°16'18" East, 124.89 feet to an angle point in said face of wharf;

2) North 48°38'16" West, 249.42 feet to a point in the existing westerly perimeter fence line of said Pier 7;

Thence northerly along the said western perimeter fence line of Pier 7, said perimeter fence being the said western boundary of Parcel 1 (Doc. 2003466370), North 20°41'10" West, 212.85 feet;

Thence departing from the said western perimeter fence line of Pier 7, said perimeter fence being the said western boundary of Parcel 1 (Doc. 2003466370), South 48°40'48" East 552.26 feet;

Thence North 41°23'42" East 1098.60 feet;

Thence North 08°23'15" West 210.89 feet to a point on the southern boundary of Parcel "S" as described in that certain Indenture and Conveyance by and between the State of California acting by and through it's Department of Public Works and the California Toll Bridge Authority, and City of Oakland, acting by and through it's Board of Port Commissioners, recorded on February 17, 1942 in Book 4186 of Official Records, at Page 156 in the Office of the Recorder of Alameda County (hereinafter referred to as 4186 O.R. 156);

Thence along the southern boundary of said Parcel "S" (4186 O.R. 156), North 81°36'26" East 2132.80 feet;

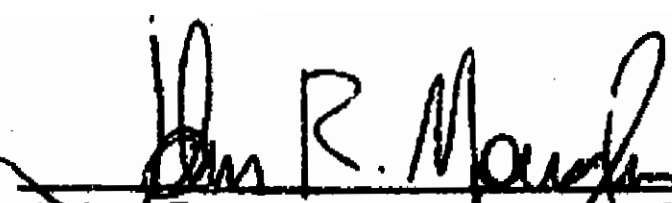
Thence departing from the said southern boundary of Parcel "S" (4186 O.R. 156), South 08°55'17" East 191.86 feet;

Thence South 41°08'50" West 319.69 feet to the **POINT OF BEGINNING**, containing 728,996 square feet (16.735 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 980, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in May 2006.


John R. Monaghan, LS 6122
License Expires: 03/31/08

5/14/06
Date



Note:

This Plat is for general reference; See accompanying legal description for controlling parcel boundary information.

PAGE 5

I-80

Parcel E

P.O.B.

OUTER HARBOR

Charter Line of 1862

Former 22nd ST

PL. A.

STREET 1852

3829.19' Line of

14th ST

INTERSTATE 880

W GRAND AVE.

LEGEND

- Dimension point
- Monument
- ⊙ Pin monument in well
- ⊗ Disk monument in well
- ⊕ Disk monument flush
- New Parcel line
- - - EDC Parcel line
- · · Other Parcel line

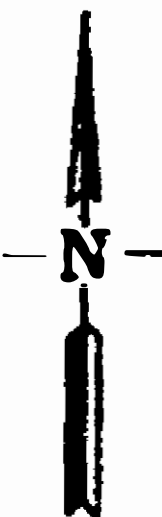
BASIS OF BEARINGS

Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.

538°00'05"W
989.35'
N41°00'50"E
Agreed Low Tide

7th ST

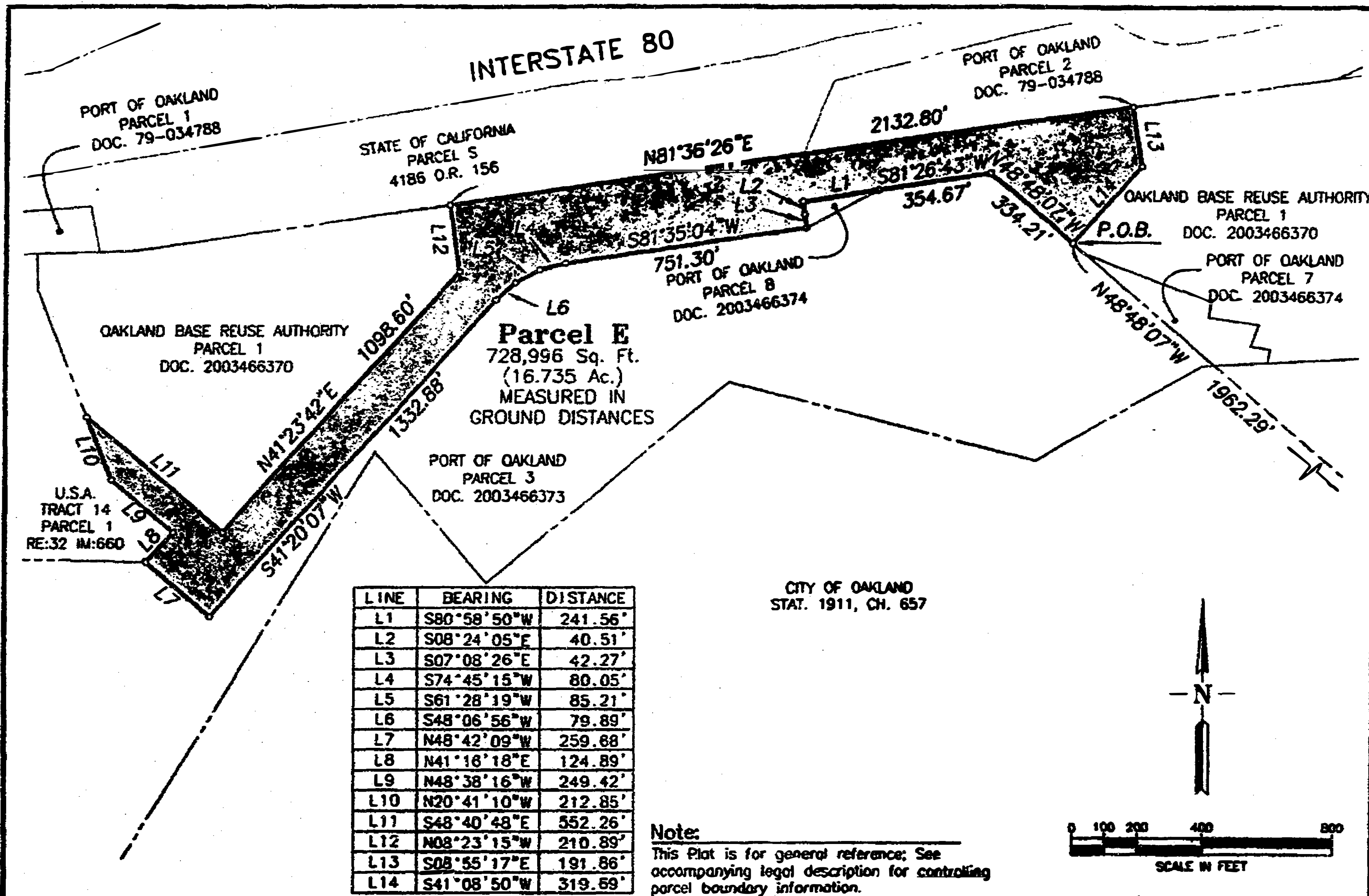
WEST OAKLAND



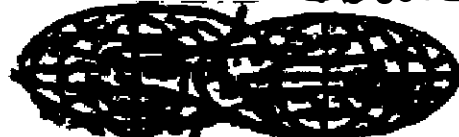
PORT OF OAKLAND
LAND SURVEYS AND MAPPING
530 Water Street
Oakland, California

EXHIBIT 1
OAKLAND ARMY BASE
PARCEL E, PAGE 4 OF 5
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL E

DRAWN BY: JRM	Field Bk.
CHECKED BY:	Wkt. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 01/08/2008	Revision: 1
	Rev. date: 5/8/08
ATTACHMENTS:	
LOC > Exhibit A - Parcel E - Rev 1.dwg	



PORT OF OAKLAND SURVEYS AND MAPPING



530 Water Street
Oakland, California

EXHIBIT 1
OAKLAND ARMY BASE
PARCEL E, PAGE 5 OF 5
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL E

DRAWN BY: JRM	Field Etc
CHECKED BY:	Wk. Ord 104105
SCALE: AS SHOWN	Date Fld:
DATE: 01/05/2006	Revisor:1
	Rev. date: 5/5/06
ATTACHMENTS:	
FILE LOC: Exhibit A - Parcel E - Rev 1.dwg	

**CERTIFICATE OF ACCEPTANCE
(PUBLIC TRUST PARCELS)**

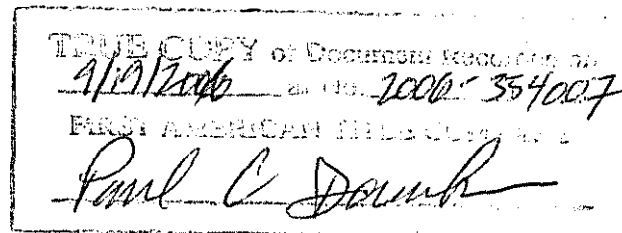
This is to certify that the interest in real property conveyed by the Quitclaim Deed dated JUNE 30, 2006, from the State of California, acting by and through the State Lands Commission, to the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, as a trustee pursuant to Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended, is hereby accepted by the undersigned officer or agent on behalf of the Redevelopment Agency of the City of Oakland. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as Chapter 664, Statutes of 2005, and further by the authority of Redevelopment Agency of the City of Oakland Resolution No. 2006-0013 dated March 7, 2006. The grantee accepts title to the conveyed interest in real property as land subject to the public trust for commerce, navigation, and fisheries and to Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended. The grantee consents to the recordation of the referenced Quitclaim Deed by its duly authorized officer.

Dated: 8-3-06

Redevelopment Agency of the City
of Oakland, a public entity created
pursuant to the provisions of the
California Community
Redevelopment Law (Health &
Safety Code sections 33000 et seq.)

By: Henry A. Laquey

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
Redevelopment Agency of the City of
Oakland
250 Frank Ogawa Plaza
4th Floor, Room 4308E
Oakland, CA 94612
Attn: John Monetta



STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

A.P.N. #s 000-0305-003-14 (PTN)
SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Quitclaim Deed of the Oakland Base Reuse Authority
(Subaru Lot)**

WHEREAS, certain real property located within the Oakland Army Base, in the State of California, consisting of approximately 19.032 acres, hereinafter referred to as the "19.032 Acre Subaru Lot", was transferred to the Oakland Base Reuse Authority, a joint powers agency ("OBRA"), pursuant to that certain Quitclaim Deed, recorded on November 18, 2004, Recorder's Serial No. 513849

WHEREAS, a portion of the 19.032 Acre Subaru Lot, consisting of approximately 2.51 acres, was immediately thereafter transferred from OBRA to the city of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"), pursuant to that certain Quitclaim Deed, recorded on November 18, 2004, Recorder's Serial No. 513853, thereby leaving OBRA with approximately 16.5 Acres, described in Exhibit A (attached to this Quitclaim Deed), hereinafter referred to as "16.5 Acres".

WHEREAS, pursuant to the "Oakland Army Base Title Settlement and Exchange Agreement" recorded on August 7, 2006 in the Official Records of the County of Alameda as Recorders Document No. 2006-301845, a portion of the 16.5 Acres, consisting of approximately 1.6 acres, described in Exhibit B, (attached to this Quitclaim Deed) and hereinafter referred to as "1.6 Acres", was transferred from OBRA to the State of California, acting by and through the State Lands Commission, ("State"), pursuant to that certain Quitclaim Deed, recorded on August 7, 2006, Instrument #2006-301851 for the purpose of removing the 1.6 Acres from the public trust and was immediately thereafter transferred from the State to the Redevelopment Agency of the City of Oakland, a redevelopment agency ("Agency") free from the public trust pursuant to that certain State of California Patent And Trust Termination document recorded on August 7, 2006, Instrument #2006-301853.

WHEREAS, OBRA desires to transfer to the Agency pursuant to this Quitclaim Deed its remaining interest in the 16.5 Acres (the 16.5 Acres less the 1.6 Acres).

NOW, THEREFORE,

For and in consideration of the foregoing and other valuable consideration, the Oakland Base Reuse Authority, a joint powers agency ("OBRA"), hereby remises, releases and forever quitclaims to the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("Agency"), all its remaining right, title, and interest in all that real property located in the City of Oakland, County of Alameda, State of California, described in Exhibit A, referred to herein as the 16.5 Acres, and subtracting from such description the real property described in Exhibit B (which was previously transferred to the Agency) and referred to herein as 1.6 Acres.

OAKLAND BASE REUSE AUTHORITY,
A California joint powers agency

Dated: 01/13/06

By: Deborah A. Edgerly
Deborah A. Edgerly, Executive Director

Approved as to form:

Alix A. Rosenthal

Alix A. Rosenthal
OBRA Deputy General Counsel
OBRA Resolution No. 2006-05

STATE OF CALIFORNIA)
) SS:
COUNTY OF ALAMEDA)

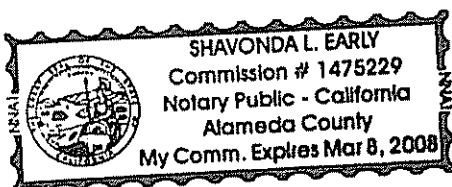
Loss Certificate attached

I, Shavonda Early, a Notary Public in and for the State of California, County of Alameda, do hereby certify that this day personally appeared before me SHAVONDA L. EARLY, whose name is signed to the foregoing instrument and who acknowledged the same to be her free act and deed on the date shown, and acknowledged the same for and on behalf of the Oakland Base Reuse Authority, a joint powers authority.

Shavonda Early
Notary Public

My commission Expires: March 8, 2008

Incorrect wording



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

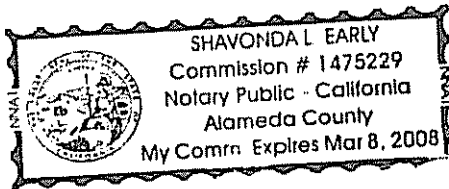
County of Alameda

On Wed. Sept. 13, 2006 before me, Shavonda L. Early, Notary
Date Name and Title of Officer (e.g. "John Doe, Notary Public")

personally appeared Deborah Edgerly
Name(s) of Signer(s)

☐ personally known to me

☒ (or proved to me on the basis of satisfactory evidence)



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

WITNESS my hand and official seal.

Place Notary Seal Above

Shavonda Early
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Quick Claim Deed (Subaru Lot)

Document Date: Wednesday, September 13, 2006 Number of Pages: 14 Pages

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Deborah Edgerly

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

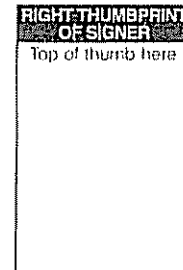
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



ACCEPTANCE BY GRANTEE

Redevelopment Agency of the City of Oakland, a public entity created pursuant to the provisions of the California Community Redevelopment Law (Health & Safety Code sections 33000 et seq.) by the City of Oakland by Ordinance No. 9240 C.M.S., accepts this Quitclaim Deed for itself, its successors and assigns, including the Redevelopment Agency of the City of Oakland, subject to all the conditions, reservations, restrictions and terms contained therein, this 13 day of September, 2006.

REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND

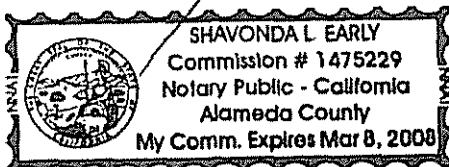
By: Deborah A. Edgerly
Deborah A. Edgerly, Agency Administrator

STATE OF CALIFORNIA)
) SS:
COUNTY OF ALAMEDA)

I, Shavonda Early, a Notary Public in and for the State of California, County of Alameda, do hereby certify that this day personally appeared before me SHAVONDA EARLY, whose name is signed to the foregoing instrument and who acknowledged the same to be her free act and deed on the date shown, and acknowledged the same for and on behalf of the Oakland Base Reuse Authority, a joint powers authority.

Shavonda Early
Notary Public

My commission Expires: March 8, 2008



base certificate attached

incorrect wording

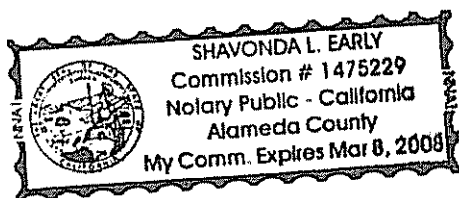
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On Wed. Sept. 13, 2006 before me, Shavonda L. Early, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Deborah Edgerly
Name(s) of Signer(s)



☐ personally known to me

☒ (or proved to me on the basis of satisfactory evidence)

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

WITNESS my hand and official seal.

Place Notary Seal Above

Shavonda Early
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subaru Leasing - Acceptance By Grantee

Document Date: Wednesday, September 13, 2006 Number of Pages: 14 Pages

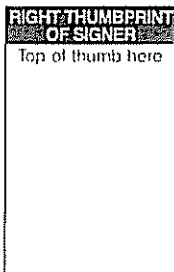
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Deborah Edgerly

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

Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____

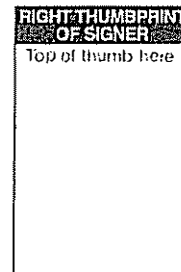


Exhibit A

Schedule 1.1 (92)
Legal Description
West Maritime Army Reserve Property
Oakland Army Base

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel 15B

A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660); A portion of the lands described in that certain Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded May 23, 1960, Reel 092, Image 111 of Official Records, in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:092, Image:111), all of which are more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951 in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301), said corner being the northwest terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence South 57°59'13" East, 432.18 feet to a point on the generally northeastern line of Parcel A as described in an unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, 1998, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A will hereinafter be referred to as the Subaru Lot), being a point on the course described as "South 71°25'25" East, 87.02 feet" in the description of said Parcel A (the Subaru Lot), said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 444.22 feet and a central angle of 25°38'05", from which the radius point bears South 57°14'39" West, and being the **POINT OF BEGINNING** of Parcel 15B as herein described;

Thence departing from said northeastern line of said Parcel A (the Subaru Lot) along said curve to the right, an arc distance of 198.75 feet to the beginning of a compound curve concave westerly, having a radius of 426.09 feet and a central angle of 41°30'48";

Thence along said curve to the right, an arc distance of 308.72 feet to the beginning of a compound curve concave northwesterly, having a radius of 906.45 feet and a central angle of 4°28'14";

Thence along said curve to the right, an arc distance of 70.73 feet to the beginning of a compound curve concave northwesterly, having a radius of 302.83 feet and a central angle of 16°33'59";

Thence along said curve to the right, an arc distance of 87.56 feet to an angle point from which the radius point bears North 34°34'15" West, being the beginning of a non-tangent curve concave northwesterly having a radius of 1542.01 feet and a central angle of 6°28'40", from which beginning the radius point bears North 37°30'42" West;

Thence along said curve to the right, an arc distance of 174.33 feet to a point on the generally northeastern line of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002-072863 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002-072863), said point being an angle point from which the radius point bears North 31°02'02" West, and also being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 2°40'12", from which beginning the radius point bears South 40°40'27" West;

Thence along the generally northeastern line of said Parcel 56444 (Doc. 2002-072863) the following eight courses:

- 1) along said curve to the left, an arc distance of 76.75 feet to an angle point from which the radius point bears South 38°00'16" West, being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 7°24'24", from which beginning the radius point bears South 39°39'54" West;

- 2) along said curve to the left, an arc distance of 212.91 feet to a point of tangency;

- 3) North 57°44'30" West, 113.40 feet to an angle point;
- 4) North 49°58'48" West, 124.70 feet to an angle point;
- 5) North 59°26'20" West, 696.99 feet to an angle point;
- 6) North 38°53'13" West, 28.48 feet to an angle point;
- 7) North 59°26'21" West, 95.01 feet to an angle point;
- 8) North 65°41'40" West, 26.04 feet to a point on the generally northwestern line of said Parcel A (the Subaru Lot), said point being the beginning of a non-tangent curve concave easterly, having a radius of 20.00 feet and a central angle of 29°55'43", from which beginning the radius point bears North 87°47'11" East;

Thence along the northwestern, northern and northeastern lines of said Parcel A (the Subaru Lot) the following sixteen courses:

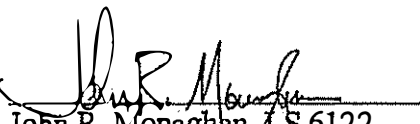
- 1) along said curve to the right, an arc distance of 10.45 feet to the beginning of a compound curve concave southeasterly, having a radius of 199.99 feet and a central angle of 39°56'30", said point of compound curvature being marked by a 1 ½" brass disk and spike stamped "LS 6379";
- 2) along said curve to the right, an arc distance of 139.42 feet to a point of tangency marked by a 1" iron pipe with plug and tack stamped "LS 6379";
- 3) North 67°39'24" East, 25.68 feet to the beginning of a curve concave southerly, having a radius of 299.98 feet and a central angle of 25°11'31";
- 4) along said curve to the right, an arc distance of 131.90 feet to a point of tangency marked by a 1" iron pipe with plug stamped "LS 6379";
- 5) South 87°09'05" East, 415.50 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";
- 6) North 80°41'00" East, 170.83 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";
- 7) South 70°15'39" East, 49.25 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 8) South 72°38'25" East, 67.85 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 9) South 69°32'54" East, 44.74 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

- 10) South 66°07'36" East, 44.94 feet to an angle point in said line, said point being marked by a ¾" brass tag in concrete stamped "LS 6379";
- 11) South 63°28'21" East, 40.88 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 12) South 69°21'45" East, 49.64 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 13) South 70°14'16" East, 101.26 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 14) South 71°46'24" East, 32.44 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 15) South 74°35'56" East, 103.17 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 16) South 71°25'40" East, 61.59 feet to the **POINT OF BEGINNING**, containing 719,497 square feet (16.517 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this Legal Description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

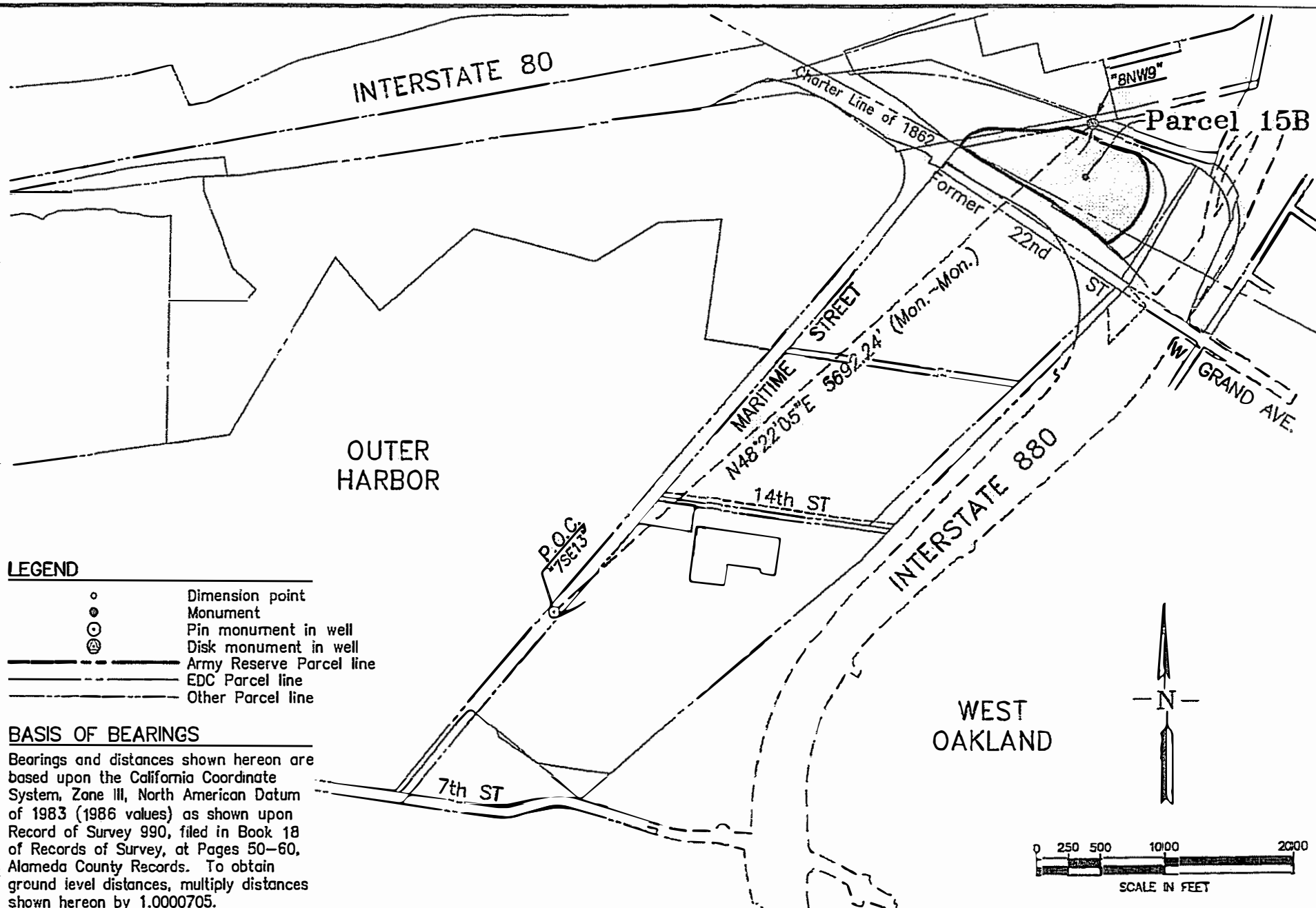
End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in October 2003.


John R. Monaghan, LS 6122
License Expires: 03/31/06

10/15/03
Date





PORT OF OAKLAND

LAND SURVEYS AND MAPPING

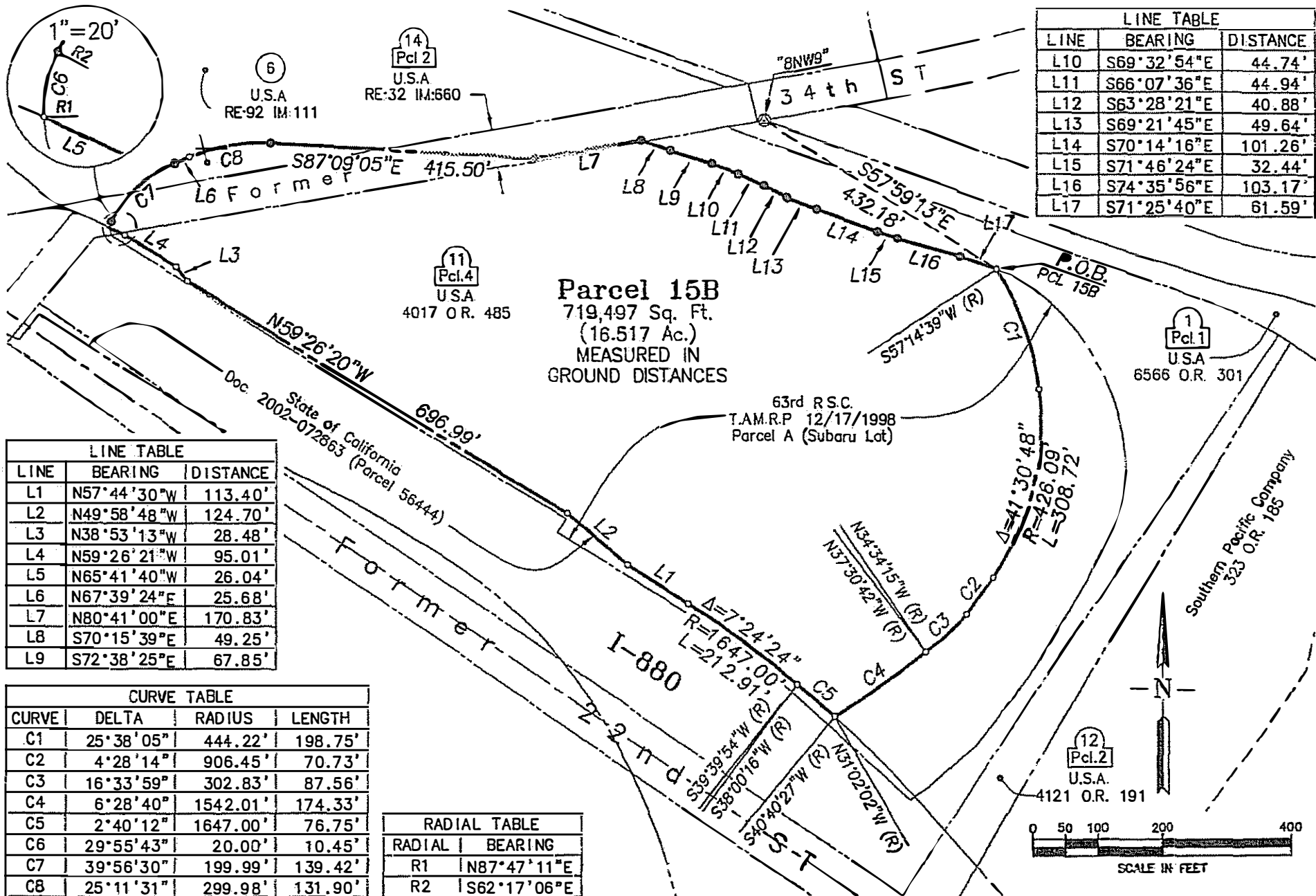


530 Water Street
Oakland, California



SCHEDULE 1.1 (92)
PLAT TO ACCOMPANY LEGAL DESCRIPTION
WEST MARITIME ARMY RESERVE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 1000'	Data File:
DATE: 7/15/2003	Revision: 1
SHEET 1 OF 2	Rev. date: 10/9/03
ATTACHMENTS:	
FILE LOC: WEST-MARITIME-AR_R1.DWG (1)	



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



SCHEDULE 1.1 (92)
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 WEST MARITIME ARMY RESERVE PROPERTY
 OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord:104471
SCALE: 1"= 200'	Data File:
DATE: 7/15/2003	Revision:1
SHEET 2 OF 2	Rev. date: 10/9/03
ATTACHMENTS:	
FILE LOC.> WEST-MARITIME-AR_R1.DWG (2)	

Exhibit B

Parcel B-1

That portion of Parcel 2C as described in that certain "Quitclaim Deed Oakland Army Base, Alameda County, California, Subaru Lot", recorded November 18, 2004 as Doc. 2004513849 in the Office of Recorder of the said County of Alameda, lying and being south of the northern boundary line of the City of Oakland as described in that certain Act of the Legislature of the Said State of California, Approved April 24, 1862 entitled Chapter CCXCIV – An Act to amend and act entitled an Act to incorporate the City of Oakland, passed March twenty-fifth, eighteen hundred fifty-four, and repealing certain other Acts relating to said city (hereinafter referred to as Stat. 1862, Ch. 294), and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence South 15°55'37" East, 870.57 feet to the intersection of the westerly boundary of Parcel 15A as described in that certain "Quitclaim Deed for East Maritime Army Reserve Property" recorded November 18, 2004 as Doc. 2004513853 in the Office of Recorder of the said County of Alameda (hereinafter referred to as Doc. 2004513853), with the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294) being the **POINT OF BEGINNING** of Parcel B-1 as herein described, said intersection also being a point on a curve, concave northwesterly, having a radius of 1542.01 feet and a central angle of 05°39'58", and from which said point on curve the radius point of said curve bears North 36°42'00" West;

Thence departing from said northern boundary of the City of Oakland (Stat. 1862, Ch. 294), southerly along the said westerly boundary of Parcel 15A (Doc. 2004513853) along the arc of said curve, deflecting to the right, for an arc distance of 152.49 feet to a point on the generally northeastern boundary of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002072863 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2002072863), said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 02°40'12", from which beginning the radius point of said curve bears South 40°40'27" West;

Thence along the generally northeastern boundary of said Parcel 56444 (Doc. 200272863) the following six courses:

- 1) Along the arc of said curve, deflecting to the left, for an arc distance of 76.75 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 07°24'24", from which beginning the radius point of said curve bears South 39°39'54" West;
- 2) Thence along the arc of said curve, deflecting to the left, for an arc distance of 212.91 feet;
- 3) Thence North 57°44'30" West, 113.40 feet;
- 4) Thence North 49°58'48" West, 124.70 feet;
- 5) Thence North 59°26'20" West, 696.99 feet;
- 6) Thence North 38°53'13" West, 28.28 feet to a point on the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294);

Thence departing from the said generally northeastern boundary of said Parcel 56444 (Doc. 2002072863), easterly along the northern boundary of the City of Oakland (Stat. 1862, Ch. 294, South 62°34'34" East 1315.25 to the **POINT OF BEGINNING**, containing 73,715 square feet (1.692 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this Legal Description.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

Redevelopment Agency
of the City of Oakland
250 Frank Ogawa Plaza
4th Floor, Room 4308E
Oakland, CA 94612
Attn: John Monetta

STATE OF CALIFORNIA
OFFICIAL BUSINESS

Document entitled to free recordation
pursuant to Government Code Section 27383

NCS-224882-CC

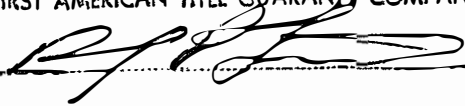
A P N #s 000-0305-003-14 (PTN)

First American Title Guaranty Company hereby
certifies that the within instrument is a true
and correct copy of the original instrument
recorded in the office of the recorder of the
County of Alameda, State of California,

on May 17, 2007

Recorder's Serial No. 2007-190760

FIRST AMERICAN TITLE GUARANTY COMPANY

By 

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORRECTION QUITCLAIM DEED

This deed is being recorded to correct the prior deed for conveyance of land from OBRA (defined below) to the Agency (defined below) by quitclaim deed filed on September 19, 2006, Inst. No. 2006-354007 (attached hereto as Exhibit 1), for the purpose of specifically incorporating and requiring future incorporation of the notices, use restrictions and restrictive covenants contained in the Army Deed (defined below) to the extent applicable to the real property transferred herein.

**Quitclaim Deed of the Oakland Base Reuse Authority
(Subaru Lot)**

WHEREAS, certain real property located within the Oakland Army Base, in the State of California, consisting of approximately 19.032 acres, hereinafter referred to as the "19.032 Acre Subaru Lot", was transferred to the Oakland Base Reuse Authority, a joint powers authority ("OBRA"), pursuant to that certain Quitclaim Deed, dated as of August 31, 2004 and recorded on November 18, 2004, Recorder's Serial No 513849 in the Official Records of Alameda County, California (the "Army Deed")

WHEREAS, a portion of the 19.032 Acre Subaru Lot, consisting of approximately 2.51 acres, was immediately thereafter transferred from OBRA to the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"), pursuant to that certain Quitclaim Deed, recorded on November 18, 2004, Recorder's Serial No. 513853, thereby leaving OBRA with approximately 16.5 Acres, described in Exhibit A (attached to this Quitclaim Deed), hereinafter referred to as "16.5 Acres".

WHEREAS, pursuant to the "Oakland Army Base Title Settlement and Exchange Agreement" recorded on August 7, 2006 in the Official Records of the County of Alameda as Recorders Document No. 2006-301845, a portion of the 16.5 Acres, consisting of approximately 1.6 acres, described in Exhibit B, (attached to this Quitclaim Deed) and hereinafter referred to as "1.6 Acres," was transferred from OBRA to the State of California, acting by and through the State Lands Commission, ("State"), pursuant to that certain Quitclaim Deed, recorded on August 7, 2006, Instrument #2006-301851 for the purpose of removing the 1.6 Acres from the public trust and was immediately thereafter transferred from the State to the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("Agency") free from the public trust pursuant to that certain State of California Patent And Trust Termination document recorded on August 7, 2006, Instrument #2006-301853.

WHEREAS, OBRA desires to transfer to the Agency pursuant to this Quitclaim Deed its remaining interest in the 16.5 Acres (the 16.5 Acres less the 1.6 Acres).

NOW, THEREFORE,

For and in consideration of the foregoing and other valuable consideration OBRA hereby remises, releases and forever quitclaims to the Agency, all its remaining right, title, and interest

in all that real property located in the City of Oakland, County of Alameda, State of California, described in Exhibit A, referred to herein as the 16.5 Acres, and subtracting from such description the real property described in Exhibit B (which was previously transferred to the Agency) and referred to herein as 1.6 Acres.

As required under the Army Deed, OBRA hereby incorporates by reference the notices, use restrictions and restrictive covenants contained in the Army Deed to the extent applicable to the real property transferred herein. The Agency, in turn, will include such notices, use restrictions and restrictive covenants and conditions, either verbatim or by reference, in all further deeds, easements, transfers, leases or grant of any interest, privilege or license by the Agency of all or any portion of the Property, to the extent applicable to the property the Agency is conveying.

OAKLAND BASE REUSE AUTHORITY,
a California joint powers authority

Dated: 5.14.14

By: Deborah A. Edgerly
Deborah A. Edgerly, Executive Director

Approved as to form:

Alix A. Rosenthal
Alix A. Rosenthal
OBRA Deputy General Counsel
OBRA Resolution No. 2006-05

Accepted and Agreed:

REDEVELOPMENT AGENCY OF THE
CITY OF OAKLAND

By: Deborah A. Edgerly
Deborah A. Edgerly, Agency Administrator

ACCEPTANCE BY GRANTEE

Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, accepts this Correction Quitclaim Deed for itself, its successors and assigns, subject to all the conditions, reservations, restrictions and terms contained therein, this 14 day of May, 2007.

REDEVELOPMENT AGENCY
OF THE CITY OF OAKLAND

By: Deborah A. Edgerly
Deborah A. Edgerly
Agency Administrator

4512728_v1

Exhibit A

Schedule 1.1 (92)
Legal Description
West Maritime Army Reserve Property
Oakland Army Base

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel 15B

A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660); A portion of the lands described in that certain Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded May 23, 1960, Reel 092, Image 111 of Official Records, in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:092, Image:111), all of which are more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951 in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301), said corner being the northwest terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence South $57^{\circ}59'13''$ East, 432.18 feet to a point on the generally northeastern line of Parcel A as described in an unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, 1998, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A will hereinafter be referred to as the Subaru Lot), being a point on the course described as "South $71^{\circ}25'25''$ East, 87.02 feet" in the description of said Parcel A (the Subaru Lot), said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 444.22 feet and a central angle of $25^{\circ}38'05''$, from which the radius point bears South $57^{\circ}14'39''$ West, and being the **POINT OF BEGINNING** of Parcel 15B as herein described;

Thence departing from said northeastern line of said Parcel A (the Subaru Lot) along said curve to the right, an arc distance of 198.75 feet to the beginning of a compound curve concave westerly, having a radius of 426.09 feet and a central angle of $41^{\circ}30'48''$;

Thence along said curve to the right, an arc distance of 308.72 feet to the beginning of a compound curve concave northwesterly, having a radius of 906.45 feet and a central angle of $4^{\circ}28'14''$;

Thence along said curve to the right, an arc distance of 70.73 feet to the beginning of a compound curve concave northwesterly, having a radius of 302.83 feet and a central angle of $16^{\circ}33'59''$;

Thence along said curve to the right, an arc distance of 87.56 feet to an angle point from which the radius point bears North $34^{\circ}34'15''$ West, being the beginning of a non-tangent curve concave northwesterly having a radius of 1542.01 feet and a central angle of $6^{\circ}28'40''$, from which beginning the radius point bears North $37^{\circ}30'42''$ West;

Thence along said curve to the right, an arc distance of 174.33 feet to a point on the generally northeastern line of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002-072863 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002-072863), said point being an angle point from which the radius point bears North $31^{\circ}02'02''$ West, and also being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of $2^{\circ}40'12''$, from which beginning the radius point bears South $40^{\circ}40'27''$ West;

Thence along the generally northeastern line of said Parcel 56444 (Doc. 2002-072863) the following eight courses:

- 1) along said curve to the left, an arc distance of 76.75 feet to an angle point from which the radius point bears South $38^{\circ}00'16''$ West, being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of $7^{\circ}24'24''$, from which beginning the radius point bears South $39^{\circ}39'54''$ West;

- 2) along said curve to the left, an arc distance of 212.91 feet to a point of tangency;

- 3) North 57°44'30" West, 113.40 feet to an angle point;
- 4) North 49°58'48" West, 124.70 feet to an angle point;
- 5) North 59°26'20" West, 696.99 feet to an angle point;
- 6) North 38°53'13" West, 28.48 feet to an angle point;
- 7) North 59°26'21" West, 95.01 feet to an angle point;
- 8) North 65°41'40" West, 26.04 feet to a point on the generally northwestern line of said Parcel A (the Subaru Lot), said point being the beginning of a non-tangent curve concave easterly, having a radius of 20.00 feet and a central angle of 29°55'43", from which beginning the radius point bears North 87°47'11" East;

Thence along the northwestern, northern and northeastern lines of said Parcel A (the Subaru Lot) the following sixteen courses:

- 1) along said curve to the right, an arc distance of 10.45 feet to the beginning of a compound curve concave southeasterly, having a radius of 199.99 feet and a central angle of 39°56'30", said point of compound curvature being marked by a 1 ½" brass disk and spike stamped "LS 6379";
- 2) along said curve to the right, an arc distance of 139.42 feet to a point of tangency marked by a 1" iron pipe with plug and tack stamped "LS 6379";
- 3) North 67°39'24" East, 25.68 feet to the beginning of a curve concave southerly, having a radius of 299.98 feet and a central angle of 25°11'31";
- 4) along said curve to the right, an arc distance of 131.90 feet to a point of tangency marked by a 1" iron pipe with plug stamped "LS 6379";
- 5) South 87°09'05" East, 415.50 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";
- 6) North 80°41'00" East, 170.83 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";
- 7) South 70°15'39" East, 49.25 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 8) South 72°38'25" East, 67.85 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 9) South 69°32'54" East, 44.74 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

10) South 66°07'36" East, 44.94 feet to an angle point in said line, said point being marked by a ¾" brass tag in concrete stamped "LS 6379";

11) South 63°28'21" East, 40.88 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

12) South 69°21'45" East, 49.64 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

13) South 70°14'16" East, 101.26 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

14) South 71°46'24" East, 32.44 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

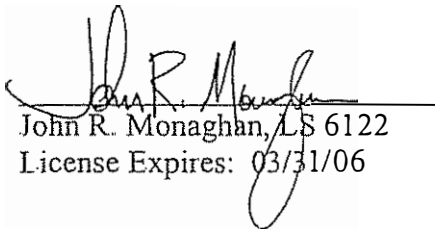
15) South 74°35'56" East, 103.17 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

16) South 71°25'40" East, 61.59 feet to the **POINT OF BEGINNING**, containing 719,497 square feet (16.517 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this Legal Description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

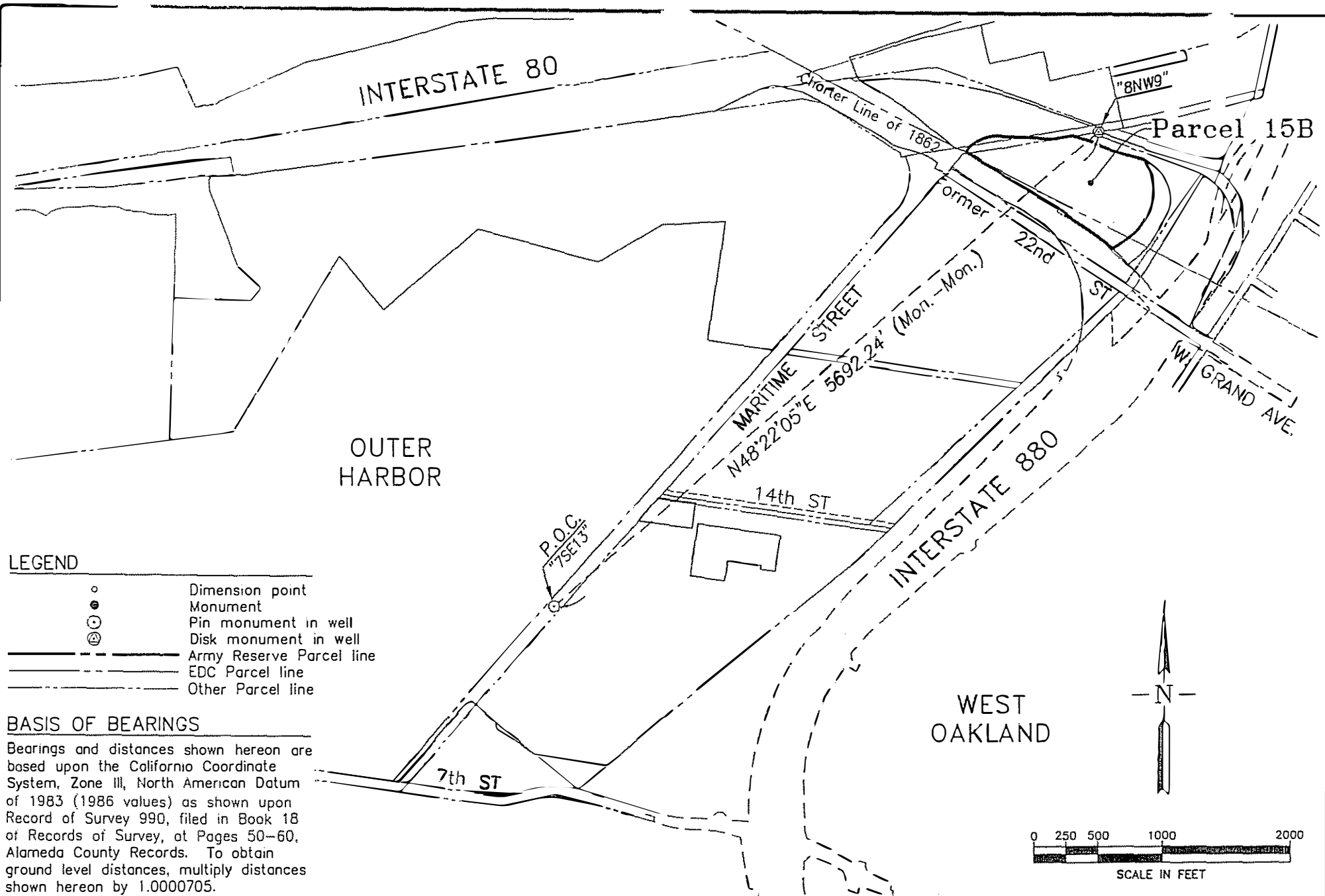
End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in October 2003


John R. Monaghan, LS 6122
License Expires: 03/31/06

10/15/03
Date





LEGEND

- o Dimension point
- Monument
- ⊙ Pin monument in well
- ⊗ Disk monument in well
- Army Reserve Parcel line
- - - EDC Parcel line
- Other Parcel line

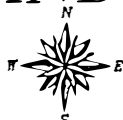
BASIS OF BEARINGS

Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.

PORT OF OAKLAND
LAND SURVEYS AND MAPPING

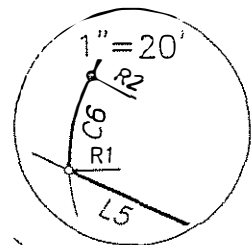


530 Water Street
Oakland, California



SCHEDULE 1.1 (92)
PLAT TO ACCOMPANY LEGAL DESCRIPTION
WEST MARITIME ARMY RESERVE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 1000'	Data File:
DATE: 7/15/2003	Revision: 1
SHEET 1 OF 2	Rev. date: 10/9/03
ATTACHMENTS:	
FILE LOC.: WEST-MARITIME-AR_R1.DWG (1)	



6
U.S.A.
RE:92 IM:111

14
Pcl.2
U.S.A.
RE:32 IM:660

11
Pcl.4
U.S.A.

4017 O.R. 485

Parcel 15B
719,497 Sq. Ft.
(16.517 Ac.)
MEASURED IN
GROUND DISTANCES

63rd R.S.C.
T.A.M.R.P. 12/17/1998
Parcel A (Subaru Lot)

1
Pcl.1
U.S.A.

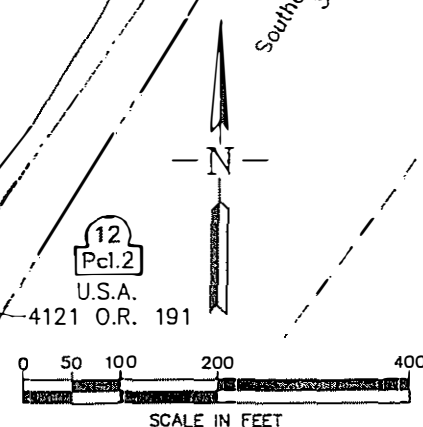
6566 O.R. 301

LINE TAB.		
LINE	BEARING	DISTANCE
L10	S69°32'54"E	44.74'
L11	S66°07'36"E	44.94'
L12	S63°28'21"E	40.88'
L13	S69°21'45"E	49.64'
L14	S70°14'16"E	101.26'
L15	S71°46'24"E	32.44'
L16	S74°35'56"E	103.17'
L17	S71°25'40"E	61.59'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N57°44'30"W	113.40'
L2	N49°58'48"W	124.70'
L3	N38°53'13"W	28.48'
L4	N59°26'21"W	95.01'
L5	N65°41'40"W	26.04'
L6	N67°39'24"E	25.68'
L7	N80°41'00"E	170.83'
L8	S70°15'39"E	49.25'
L9	S72°38'25"E	67.85'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	25°38'05"	444.22'	198.75'
C2	4°28'14"	906.45'	70.73'
C3	16°33'59"	302.83'	87.56'
C4	6°28'40"	1542.01'	174.33'
C5	2°40'12"	1647.00'	76.75'
C6	29°55'43"	20.00'	10.45'
C7	39°56'30"	199.99'	139.42'
C8	25°11'31"	299.98'	131.90'

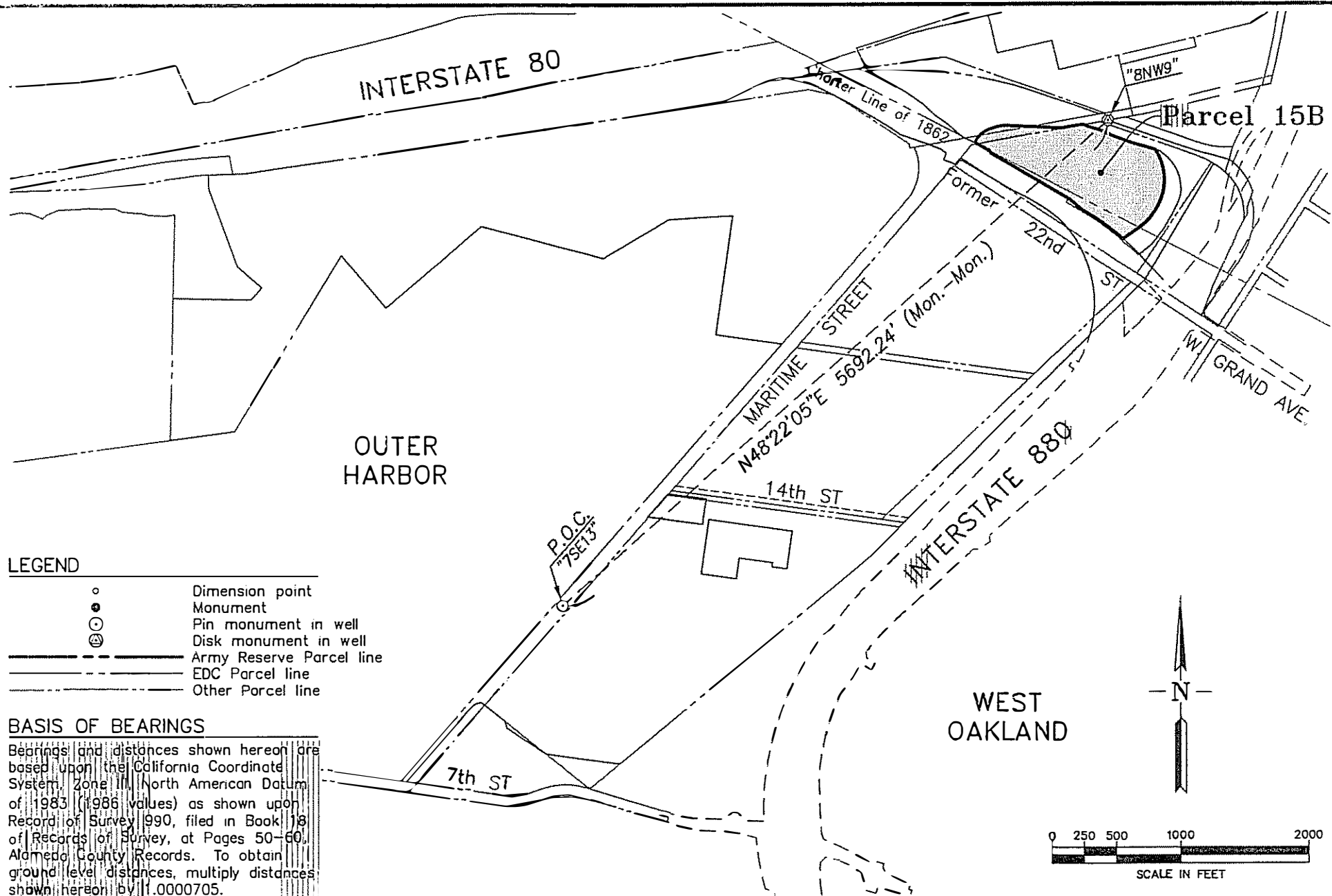
RADIAL TABLE	
RADIAL	BEARING
R1	N87°47'11"E
R2	S62°17'06"E



PORT OF OAKLAND
LAND SURVEYS AND MAPPING
530 Water Street
Oakland, California

SCHEDULE 1.1 (92)
PLAT TO ACCOMPANY LEGAL DESCRIPTION
WEST MARITIME ARMY RESERVE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 200'	Data File:
DATE: 7/15/2003	Revision: 1
SHEET 2 OF 2	Rev. date: 10/9/03
ATTACHMENTS:	
FILE LOC.> WEST-MARITIME-AR_R1.DWG (2)	



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT A
PLAT TO ACCOMPANY LEGAL DESCRIPTION
PARCEL 15B

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: BTO#601132
SCALE: 1" = 1000'	Doto File:
DATE: 7/19/2004	Revision:
SHEET 1 OF 2	Rev. date:
ATTACHMENTS:	
FILE LOC: > AR-PLAT-15B.DWG	

Exhibit B

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel B-1

That portion of Parcel 2C as described in that certain "Quitclaim Deed Oakland Army Base, Alameda County, California, Subaru Lot", recorded November 18, 2004 as Doc. 2004513849 in the Office of Recorder of the said County of Alameda, lying and being south of the northern boundary line of the City of Oakland as described in that certain Act of the Legislature of the Said State of California, Approved April 24, 1862 entitled Chapter CCXCIV – An Act to amend and act entitled an Act to incorporate the City of Oakland, passed March twenty-fifth, eighteen hundred fifty-four, and repealing certain other Acts relating to said city (hereinafter referred to as Stat. 1862, Ch. 294), and being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence South 15°55'37" East, 870.57 feet to the intersection of the westerly boundary of Parcel 15A as described in that certain "Quitclaim Deed for East Maritime Army Reserve Property" recorded November 18, 2004 as Doc 2004513853 in the Office of Recorder of the said County of Alameda (hereinafter referred to as Doc. 2004513853), with the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294) being the **POINT OF BEGINNING** of Parcel B-1 as herein described, said intersection also being a point on a curve, concave northwesterly, having a radius of 1542.01 feet and a central angle of 05°39'58", and from which said point on curve the radius point of said curve bears North 36°42'00" West;

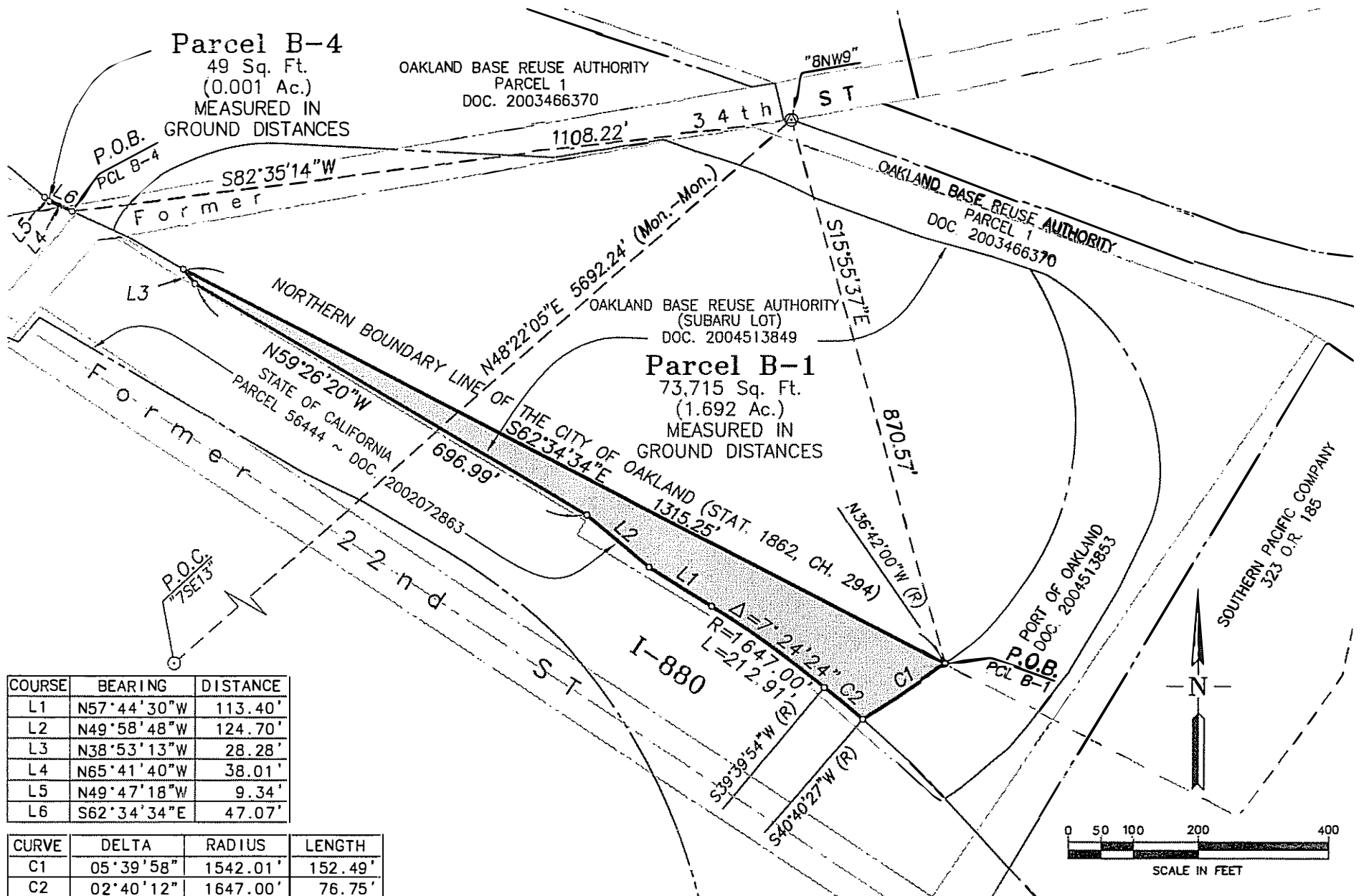
Thence departing from said northern boundary of the City of Oakland (Stat. 1862, Ch 294), southerly along the said westerly boundary of Parcel 15A (Doc 2004513853)

along the arc of said curve, deflecting to the right, for an arc distance of 152.49 feet to a point on the generally northeastern boundary of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002072863 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2002072863), said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of $02^{\circ}40'12''$, from which beginning the radius point of said curve bears South $40^{\circ}40'27''$ West;

Thence along the generally northeastern boundary of said Parcel 56444 (Doc. 2002072863) the following six courses:

- 1) Along the arc of said curve, deflecting to the left, for an arc distance of 76.75 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of $07^{\circ}24'24''$, from which beginning the radius point of said curve bears South $39^{\circ}39'54''$ West;
- 2) Thence along the arc of said curve, deflecting to the left, for an arc distance of 212.91 feet;
- 3) Thence North $57^{\circ}44'30''$ West, 113.40 feet;
- 4) Thence North $49^{\circ}58'48''$ West, 124.70 feet;
- 5) Thence North $59^{\circ}26'20''$ West, 696.99 feet;
- 6) Thence North $38^{\circ}53'13''$ West, 28.28 feet to a point on the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294),

Thence departing from the said generally northeastern boundary of said Parcel 56444 (Doc. 2002072863), easterly along the northern boundary of the City of Oakland (Stat. 1862, Ch. 294, South $62^{\circ}34'34''$ East 1315.25 to the **POINT OF BEGINNING**, containing 73,715 square feet (1.692 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this Legal Description.



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT B
OAKLAND ARMY BASE
TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PARCEL B

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: 1"= 200'	Data File:
DATE: 01/06/2006	Revision:
SHEET 4 OF 4	Rev. date:
ATTACHMENTS:	
FILE LOC: > Exhibit B - Parcel B-1.dwg	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

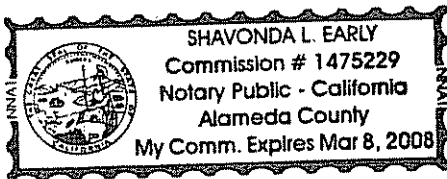
County of Alameda

On Monday, May 14, 2007 before me, Shavonda Early, Notary Public

personally appeared Deborah A. Edgerly

☐ personally known to me

☒ (or proved to me on the basis of satisfactory evidence)



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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Shavonda Early
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Correction Quitclaim Deed

Document Date: MAY 14, 2007 Number of Pages: 17 pages

Signer(s) Other Than Named Above: Alix A. Rosenthal

Capacity(ies) Claimed by Signer(s)

Signer's Name: Deborah A. Edgerly

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: Executive
Director of OBRA
and Agency Administrator

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

COUNTY OF ALAMEDA

PRELIMINARY CHANGE OF OWNERSHIP REPORT

[To be completed by transferee (buyer) prior to transfer of subject property in accordance with Section

480.3 of the Revenue and Taxation Code.] A Preliminary Change of Ownership Report must be filed with each conveyance in the county Recorder's office for the county where the property is located; this particular form may be used in all 58 counties of California.

ASSESSOR'S USE ONLY
SALE SOURCE CODE**This report is not a public document**

P: _____	
R: _____	
TE: _____	
USE	NBHD

Seller/Transferor: Oakland Base Reuse AuthorityBuyer/Transferee: Oakland Redevelopment AgencyAssessor's Parcel Number(s): 000-0305-063-74Property Location/Address of Property Transferred: Wake Avenue, Oakland, Alameda County

Mail Tax Information To:

Name: John MorillaAddress: 350 Frank Ogawa Plaza, 4th Fl, Oakland, CA 94612

NOTICE: A lien for property taxes applies to your property on January 1 of each year for the taxes owing in the following fiscal year, July 1 through June 30. One-half of these taxes is due November 1, and one-half is due February 1. The first installment becomes delinquent on December 10, and the second installment becomes delinquent on April 10. One tax bill is mailed before November 1 to the owner of record.

IF THIS TRANSFER OCCURS AFTER JANUARY 1 AND ON OR BEFORE DECEMBER 31, YOU MAY BE RESPONSIBLE FOR THE SECOND INSTALLMENT OF TAXES DUE FEBRUARY 1.

The property which you acquired may be subject to a supplemental tax assessment in an amount to be determined by the Alameda County Assessor. For further information on your supplemental roll tax obligation, please call the Appraisal Division at (510) 272-3782.

PART I: TRANSFER INFORMATION Please answer all questions

- YES NO
- ☐ ☒ A. Is this transfer solely between husband and wife? (Addition of a spouse, death of a spouse, divorce settlement, etc)?
- ☐ ☒ B. Is this transaction only a correction of the name(s) of the person(s) holding title to the property? (For example, a name change upon marriage)?
- ☐ ☒ C. Is this document recorded to create, terminate, or reconvey a lender's interest in the property?
- ☐ ☒ D. Is this transaction recorded only to create, terminate, or reconvey a security interest (E.G., cosigner)?
- ☐ ☒ E. Is this document recorded to substitute a trustee under a deed of trust, mortgage, or other similar document?
- ☐ ☒ F. Did this transfer result in the creation of a joint tenancy in which the seller (transferor) remains as one of the joint tenants?
- ☐ ☒ G. Does this transfer return property to the person who created the joint tenancy (original transferor)?
- H. Is this transfer of property:
- ☐ ☒ 1. to a trust for the benefit of the grantor, or grantor's spouse?
- ☐ ☒ 2. to a trust revocable by the transferor?
- ☐ ☒ 3. to a trust from which the property reverts to the grantor within 12 years?
- ☐ ☒ I. If this property is subject to a lease, is the remaining lease term 35 years or more including written options?
- ☐ ☒ J. Is this a transfer from parents to children or from children to parents?
- ☐ ☒ K. Is this transaction to replace a principal residence by a person 55 years of age or older?
- ☐ ☒ L. Is this transaction to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code Section 69.5?

If you checked yes to J, K or L you may qualify for a property tax reassessment exclusion, which may result in lower taxes on your property. Failure to file a claim results in the reassessment of the property.

Please provide any other information that would help the Assessor to understand the nature of the transfer.

IF YOU HAVE ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS EXCEPT J, K OR L, PLEASE SIGN AND DATE, OTHERWISE COMPLETE THE BALANCE OF THE FORM.

PART II: OTHER TRANSFER INFORMATION

A. Date of transfer if other than recording date _____

B. Type of transfer. Please check appropriate box.

☐ Purchase ☐ Foreclosure ☐ Gift ☐ Tax Sale ☐ Trade or Exchange ☐ Merger, Stock or Partnership

Acquisition

☐ Contract of Sale - Date of Contract _____☐ Inheritance - Date of Death _____☒ Other: Please explain: Correction Deed

☐ Creation of Lease; ☐ Assignment of Lease; ☐ Termination of Lease
Date lease began _____ Original term in years (including written options)
Remaining term in years (including written options) _____
Was only a partial interest in the property transferred? ☐ Yes ☒ No
If yes, indicate the percentage transferred _____%.

PRELIMINARY CHANGE OF OWNERSHIP REPORT

Please answer, to the best of your knowledge, all applicable questions sign and date. If a question does not apply, indicate with "N/A".

PART III: PURCHASE PRICE & TERMS OF SALE

- A. CASH DOWN PAYMENT OR Value of Trade or Exchange (excluding closing cost) Amount \$ N/A
- B. FIRST DEED OF TRUST @ % interest for years. Pymts./Mo.+\$ (Prin.&Int. only) Amount \$ N/A
- ☐ FHA ☐ Fixed Rate ☐ New Loan
- ☐ Conventional ☐ Variable Rate ☐ Assumed Existing Loan Balance
- ☐ VA ☐ All Inclusive DT (\$ Wrapped) ☐ Bank of Savings & Loan
- ☐ Cal-Vet ☐ Loan Carried by Seller ☐ Finance Company
- Balloon Payment ☐ Yes ☐ No Due Date Amount \$
- C. SECOND DEED OF TRUST @ % interest for years. Pymts./Mo.=\$ (Prin.&Int. only) Amount \$ N/A
- ☐ Bank of Savings & Loan ☐ Fixed Rate ☐ New Loan
- ☐ Loan Carried by Seller ☐ Variable Rate ☐ Assumed Existing Loan Balance
- Balloon Payment ☐ Yes ☐ No Due Date Amount \$
- D. OTHER FINANCING: Is other financing involved not covered in (b) or (c) above? ☐ Yes ☐ No Amount \$ N/A
- Type @ % interest for years. Pymts./Mo.=\$ (Prin.&Int. only)
- ☐ Bank of Savings & Loan ☐ Fixed Rate ☐ New Loan
- ☐ Loan Carried by Seller ☐ Variable Rate ☐ Assumed Existing Loan Balance
- Balloon Payment ☐ Yes ☐ No Due Date Amount \$
- E. IMPROVEMENT BOND ☐ Yes ☐ No Outstanding Balance: Amount \$ N/A
- F. TOTAL PURCHASE PRICE (or acquisition price, if traded or exchanged, include real estate commission if paid.)
- Total Items A through E

0.00 G. PROPERTY PURCHASED: ☐ Through a broker; ☐ Direct from seller; ☐ Other

If purchased through a broker, provide broker's name and phone no. N/A

Please explain any special terms or financing and any other information that would help the Assessor understand the purchase price and terms of sale.

PART IV: PROPERTY INFORMATION

- A. IS PERSONAL PROPERTY INCLUDED IN THE PURCHASE PRICE?
(other than a mobilehome subject to local property tax)? ☐ Yes ☒ No
If yes, enter the value of the personal property included in the purchase price \$
(Attach itemized list of personal property.)
- B. IS THIS PROPERTY INTENDED AS YOUR PERSONAL RESIDENCE: ☐ Yes ☒ No
If yes, enter date of occupancy / / , 19 or intended occupancy / / , 19
Month Day Month Day
- C. TYPE OF PROPERTY TRANSFERRED:
- ☐ Single-family residence ☐ Agricultural ☐ Timeshare
- ☐ Multiple-family residence (no. of units:) ☐ Co-op/Own-your-own ☐ Mobilehome
- ☐ Commercial/Industrial ☐ Condominium ☒ Unimproved lot
- ☐ Other (Description:)
- D. DOES THE PROPERTY PRODUCE INCOME? ☐ Yes ☒ No
- E. IF THE ANSWER TO QUESTION D IS YES, IS THE INCOME FROM:
☐ Lease/Rent ☐ Contract ☐ Mineral rights ☐ Other - explain: N/A
- F. WHAT WAS THE CONDITION OF THE PROPERTY AT THE TIME OF SALE?
☒ Good ☐ Average ☐ Fair ☐ Poor
- Enter here, or on an attached sheet, any other information that would assist the Assessor in determining value of the property such as the physical condition of the property, restrictions, etc.

I certify that the foregoing is true, correct and complete to the best of my knowledge and belief.

Signed [Signature]
(New Owner/Legal Representative/Corporate Officer)

Date: 5/14/07

Please Print Name of New Owner/Legal Representative/Corporate Officer John Morretta

Phone No. where you are available from 8:00 a.m. - 5:00 p.m. () (510) 238 7125

(NOTE: The Assessor may contact you for further information)

If a document evidencing a change of ownership is presented to the recorder for recordation without the concurrent filing of a preliminary change of

ownership report, the recorder may charge an additional recording fee of twenty dollars (\$20)



2012030757

01/31/2012 12:53 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00**NO FEE DOCUMENT**
Government Code Section 27383

38 PGS

RECORDING REQUESTED BY
Redevelopment Agency of the City of OaklandAND WHEN RECORDED MAIL TO:
City of Oakland
Community and Economic Development Agency
250 Frank Ogawa Plaza, 3rd floor
Oakland CA 94612
Attention: Real Estate ManagerDH
AP3
38
TGWThe undersigned grantor(s) declare(s):
CITY TRANSFER TAX: Exempt
DOCUMENTARY TRANSFER TAX: Exempt per Section 11922
Revenue and Taxation Code
SURVEY MONUMENT FEE: ExemptComputed on the consideration or value of property conveyed: OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale.MAIL TAX STATEMENTS TO:
City of Oakland
c/o City of Oakland, Community and Economic
Development Agency
250 Frank Ogawa Plaza, 5th floor
Oakland CA 94612
Attention: Director of Redevelopment

APN: 018-0507-001-10, 018-0507-001-11 (Parcels 1 & 2), 018-0507-004-01, 018-0507-004-04, 018-0507-005,
018-0507-006, 018-0507-007 and 018-0507-008**GRANT DEED**

The Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law (herein called "Grantor" or "Agency"), hereby grants to The City of Oakland, a municipal corporation (herein called "Grantee" or "City") that certain approximately 152 acres of real property in the City of Oakland, County of Alameda, State of California more particularly described in Exhibit A (attached hereto and incorporated by this reference), hereinafter referred to as the "Property."

As required under the Army Deed recorded at the Alameda County Recorders' Office on August 8, 2003 as document number 2003466370 ("Army Deed"), the OBRA Deed recorded at the Alameda County Recorders' Office on August 7, 2006 as document number 2006-301851 ("OBRA Deed"), and the State Lands Commission Patent recorded at the Alameda County Recorders' Office on August 7, 2006 as document number 2006-301853 ("State Lands Commission Patent"), the Agency hereby incorporates by reference the notices, use restrictions and restrictive covenants contained in

the Army Deed, OBRA Deed and State Lands Commission Patent to the extent applicable to the real property transferred herein. The City, in turn, will include such notices, use restrictions and restrictive covenants and conditions, either verbatim or by reference, in all further deeds, easements, transfers, leases or grant of any interest, privilege or license by the City of all or any portion of the Property, to the extent applicable to the property the City is conveying.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed this ____ day of January, 2012.

“GRANTOR”

REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND,
a community redevelopment agency organized and existing under
the California Community Redevelopment Law

By: _____

Scott Johnson, Assistant Agency Administrator, for
Deanna Santana, Agency Administrator

Approved as to form and legality:

By: _____

Agency Counsel

NO FEE DOCUMENT
Government Code Section 27383

RECORDING REQUESTED BY
Redevelopment Agency of the City of Oakland

AND WHEN RECORDED MAIL TO:
City of Oakland
Community and Economic Development Agency
250 Frank Ogawa Plaza, 3rd floor
Oakland CA 94612
Attention: Real Estate Manager

APN: 018-0507-001-10, 018-0507-001-11 (Parcels 1 & 2), 018-0507-004-01, 018-0507-004-04, 018-0507-005, 018-0507-006, 018-0507-007 and 018-0507-008

CERTIFICATE OF ACCEPTANCE

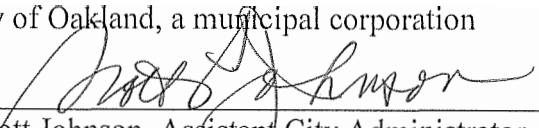
The City of Oakland, a municipal corporation (herein called "Grantee") hereby accepts the grant and conveyance from Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law (herein collectively called "Grantor") of fee simple interest in that certain real property in the City of Oakland, County of Alameda, State of California more particularly described in Exhibit A (attached hereto and incorporated by this reference), hereinafter referred to as the "Property."

By accepting this Grant Deed, Grantee covenants for itself, its heirs, executors, administrators and assigns and all persons claiming under or through it, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, sex, sexual preference, marital status, ancestry, national origin, AIDS or AIDS-related complex, or disability in the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of the Property, nor shall Grantee or any person claiming under or through Grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees or vendees in the Property. The foregoing covenants shall run with the land. The foregoing provisions shall be binding upon and shall obligate Grantee and any subcontracting party or parties, or other transferees under this Agreement. The restrictive covenants contained herein shall remain in full force and effect without limitations as to time.

IN WITNESS WHEREOF, Grantee has executed this Certificate of Acceptance this ____ day of January, 2012.

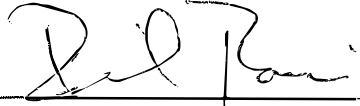
“GRANTEE”

City of Oakland, a municipal corporation

By: 

Scott Johnson, Assistant City Administrator, for
Deanna Santana, City Administrator

Approved as to form and legality:

By: 

Deputy City Attorney

State of California)
County of Alameda)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

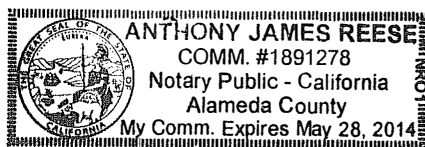
On 1-31-12 before me, Anthony J. Reese Notary
(here insert name and title of the officer)

personally appeared Scott P. Johnson

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

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

WITNESS my hand and official seal.



Signature

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

Exhibit A

APN 018-0507-001-10

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Being all of that parcel of land described as Parcel B-3 in the State of California Patent and Trust Termination Instrument to the Redevelopment Agency of the City of Oakland and recorded on August 07, 2006 under Document Number 2006-301853 in the Official Records of said County; same Parcel B-3 being a portion of Parcel 1 as described in that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel, County of Alameda, California, recorded August 8, 2003 as Doc. No. 2003466370 in the Office of the Recorder of the said County of Alameda, being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded June 15, 1999 as Doc. No. 99-222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to the eastern most corner of Parcel 4 as described in that certain Quitclaim Deed for Berth 21 Submerged/Upland Property recorded August 8, 2003 as Doc. No. 2003466373 in the Office of the Recorder of said County of Alameda (hereinafter referred to as Doc. 2003466373);

Thence departing from the said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 80°39'13" West, 4577.07 feet to a point in the existing westerly perimeter fence line of said Pier 7, said existing perimeter fence being the western boundary of said Parcel 1 (Doc. 2003466370) and the **POINT OF BEGINNING** of Parcel (APN 018-0507-001-10) as herein described;

Thence northerly along the said westerly perimeter fence line of Pier 7, being the said western boundary of Parcel 1 (Doc. 2003466370), the following two courses:

- 1) North $20^{\circ}41'10''$ West, 427.98 feet to an angle point in said fence line;
- 2) Thence North $01^{\circ}48'40''$ West, 114.71 feet to a point on the southern boundary of Parcel "S" as described in that certain Indenture and Conveyance by and between the State of California acting by and through it's Department of Public Works and the California Toll Bridge Authority, and City of Oakland, acting by and through it's Board of Port Commissioners, recorded on February 17, 1942 in Book 4186 of Official Records, at Page 156 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 4186 O.R. 156) being the generally northern boundary of said Parcel 1 (Doc. 2003466370);

Thence along the said southern boundary of said Parcel "S" (4186 O.R. 156), being the said generally northern boundary of Parcel 1 (Doc. 2003466370), the following two courses:

- 1) North $88^{\circ}08'30''$ East, 291.86 feet;
- 2) North $81^{\circ}36'26''$ East, 984.09 feet;

Thence departing from the said southern boundary of said Parcel "S" (4186 O.R. 156), being the said generally northern boundary of Parcel 1 (Doc. 2003466370), South $08^{\circ}23'15''$ East, 210.89 feet;

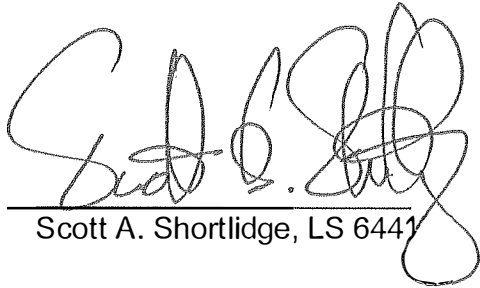
Thence South $41^{\circ}23'42''$ West, 1098.60 feet;

Thence North $48^{\circ}40'48''$ West, 552.26 feet to the **POINT OF BEGINNING**, containing 758,852 square feet (17.421 acres), more or less, measured in ground distances.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description was prepared by me, or under my direction, in January 2012.


Scott A. Shortlidge, LS 6441



1-27-2012

APN 018-0507-001-11 / PARCEL 1

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Being all of Parcel 1 as delineated upon Parcel Map No. 10074 filed on December 15, 2011 in Book 318 of Parcel Maps, at Page 74 in the Official Records of said County; same Parcel 1 being a portion of that certain Parcel 1 as described in that Quitclaim Deed for No-Cost Economic Development Conveyance Parcel, County of Alameda, California, recorded August 8, 2003 as Doc. No. 2003466370 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2003466370), being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded June 15, 1999 as Doc. No. 99-222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to the eastern most corner of Parcel 4 as described in that certain Quitclaim Deed for Berth 21 Submerged/Upland Property recorded August 8, 2003 as Doc. No. 2003466373 in the Office of the Recorder of said County of Alameda (hereinafter referred to as Doc. 2003466373) being the **POINT OF BEGINNING** of Parcel (APN 018-0507-001-11) as herein described;

Thence continuing along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North $41^{\circ}00'50''$ East, 1766.05 feet more or less to a point on the southwestern boundary of Parcel 56444 as described in that certain Quitclaim Deed (I-880 Connector Corridor) recorded on February 13, 2002 as Document No. 2002072863 of Official Records in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2002072863), also being the generally northeastern boundary of said Parcel 1 (Doc. 2003466370), as shown on Record of Survey No. 1687, filed in Book 25 of Records of Surveys, Pages 58-69, Alameda County Official Records;

Thence, along the generally southwestern boundary of said Parcel 56444, (Doc. 2002072863), also being the generally northeastern boundary of said Parcel 1 (Doc. 2003466370), for the following seven courses:

- 1) Thence South $67^{\circ}50'56''$ East, 11.46 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 2) Thence North $40^{\circ}50'20''$ East, 50.00 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 3) Thence South $59^{\circ}26'20''$ East, 469.79 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 4) Thence South $64^{\circ}31'30''$ East, 100.40 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 5) Thence South $59^{\circ}20'55''$ East, 161.93 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687, marking the beginning of a non-tangent curve concave southwesterly, having a radius of 926.00 feet and a central angle of $13^{\circ}07'36''$, from which beginning the radius point bears South $31^{\circ}52'38''$ West;
- 6) Thence along the arc of said curve, deflecting to the right, for an arc distance of 212.15 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687, marking the beginning of a non-tangent curve concave southwesterly, having a radius of 926.00 feet and a central angle of $18^{\circ}51'52''$, from which beginning the radius point bears South $47^{\circ}51'29''$ West;
- 7) Thence along the arc of said curve, deflecting to the right, for an arc distance of 304.88 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 599.96 feet and a central angle of $3^{\circ}36'49''$, from which the radius point bears North $17^{\circ}29'03''$ West;

Thence departing from said southwestern boundary of Parcel 56444, (Doc. 2002072863), also being the said generally northeastern boundary of Parcel 1 (Doc. 2003466370), westerly along the arc of said curve, deflecting to the right, an arc distance of 37.84 feet;

Thence South 76°07'45" West, 555.85 feet to the beginning of a curve concave southeasterly and tangent to the preceding course, having a radius of 1739.00 feet and a central angle of 30°14'40";

Thence along the arc of said curve, deflecting to the left, an arc distance of 917.96 feet;

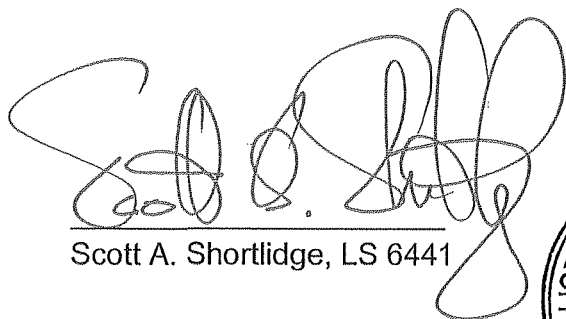
Thence South 45°53'06" West, 550.21 feet to a point on a line that bears South 48°48'07" East from the **POINT OF BEGINNING**;

Thence North 48°48'07" West, 534.07 feet to the **POINT OF BEGINNING**, containing 1,446,227 square feet (33.20 acres), more or less.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description was prepared by me, or under my direction, in January 2012.



Scott A. Shortlidge, LS 6441



1-27-2012

APN 018-0507-001-11 / PARCEL 2

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Being all of Parcel 2 as delineated upon Parcel Map No. 10074 filed on December 15, 2011 in Book 318 of Parcel Maps, at Page 74 in the Official Records of said County; same Parcel 2 being a portion of that certain Parcel 1 as described in that Quitclaim Deed for No-Cost Economic Development Conveyance Parcel, County of Alameda, California, recorded August 8, 2003 as Doc. No. 2003466370 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2003466370), being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded June 15, 1999 as Doc. No. 99-222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to the eastern most corner of Parcel 4 as described in that certain Quitclaim Deed for Berth 21 Submerged/Upland Property recorded August 8, 2003 as Doc. No. 2003466373 in the Office of the Recorder of said County of Alameda (hereinafter referred to as Doc. 2003466373) being the **POINT OF BEGINNING** of Parcel (APN 018-0507-001-11) as herein described;

Thence departing from said Agreed Low Tide Line of 1852 (1837 Deeds 84), westerly along the said northern boundary of said Parcel 4 (Doc. 2003466373), North 48°48'07" West, 839.34 feet to a point on the generally southern boundary of Parcel 1, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L (Reel: 32, Image:660),

being a point on the course described as "North 6°52'23" East, 936.49 feet" in the description of said Parcel 1, also being the generally southern boundary of said Parcel 1 (Doc. 2003466370);

Thence along the generally southern boundary of said Parcel 1 (Reel: 32, Image:660), also being the generally southern boundary of said Parcel 1 (Doc. 2003466370), the following two courses:

- 1) North 08°03'07" East, 385.68 feet;
- 2) South 86°48'30" West, 297.19 feet to a point on the landside face of an elevated concrete wharf structure (formerly known as Pier 9) being the generally eastern boundary of Parcel 7 as described in that certain Quitclaim Deed for West Maritime Submerged Property recorded August 8, 2003 as Doc. No. 2003466374 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2003466374);

Thence departing from said generally southern boundary of said Parcel 1 (Reel: 32, Image:660) being the generally southern boundary of said Parcel 1 (Doc. 2003466370), in a generally westerly direction along the said landside face of an elevated concrete wharf structure (formerly known as Pier 9), being the generally eastern boundary of said Parcel 7 (Doc. 2003466374) the following six courses :

- 1) North 08°04'29" East, 43.36 feet;
- 2) North 81°39'04" West, 63.48 feet;
- 3) North 21°23'43" East, 72.93 feet;
- 4) North 81°33'20" West, 154.14 feet;
- 5) North 07°35'55" East, 47.96 feet;
- 6) North 68°58'20" West, 412.08 feet to a point on the northeasterly boundary of Parcel 4 as described in said Quitclaim Deed (Doc. 2003466374), which bears North 48°48'07" West from the **POINT OF BEGINNING**;

Thence departing from the said landside face of an elevated concrete wharf structure (formerly known as Pier 9), being the generally eastern boundary of said Parcel 7 (Doc. 2003466374), northwesterly along the said northeasterly boundary of Parcel 4 (Doc. 2003466374), North 48°48'07" West, 54.99 feet to a point that bears North 48°48'07" West, 1962.29 feet from the **POINT OF BEGINNING**;

Thence departing from the said northeasterly boundary of Parcel 4 (Doc. 2003466374), North 41°08'50" East 319.69 feet;

Thence North 08°55'17" West, 191.86 feet to a point on the southern boundary of Parcel "S" as described in that certain Indenture and Conveyance by and between the State of California acting by and through its Department of Public Works and the California Toll Bridge Authority, and City of Oakland, acting by and through its Board of Port Commissioners, recorded on February 17, 1942 in Book 4186 of Official Records, at Page 156 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 4186 O.R. 156), also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370);

Thence along the southern boundary of said Parcel "S" (4186 O.R. 156), also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370), North 81°36'26" East, 630.11 feet to the western most corner of said lands described in Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California et al., Case No. 21930-L, (6361 O.R. 334), also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370);

Thence along the northern boundary of said Tract 5, North 64°17'11" East, 397.63 feet to the western most corner of said lands described in Final Judgment as to Tract 23, United States of America vs. City of Oakland, State of California et al., Case No. 21930-L (5987 O.R. 319), also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370), said corner being marked by a 1 ½" brass disc with punch in the top of a concrete culvert as shown on said Army Map;

Thence along the northern boundary of said Tract 23, also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370), North 71°46'34" East, 111.41 feet to the western most corner of Parcel 56444 as described in that certain Quitclaim Deed (I-880 Connector Corridor) recorded on February 13, 2002 as Document No. 2002072863 of Official Records in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2002072863), also being the generally northeastern boundary of said Parcel 1 (Doc. 2003466370), being marked by a 1" iron pipe and CalTrans cap as shown on Record of Survey No. 1687, filed in Book 25 of Records of Surveys, Pages 58-69, Alameda County Official Records, being the beginning of a non-tangent curve concave southwesterly, having a radius of 1457.00 feet and a central angle of 9°28'45", from which beginning the radius point bears South 08°37'39" West;

Thence, along the generally southwestern boundary of said Parcel 56444, (Doc. 2002072863), also being the generally northeastern boundary of said Parcel 1 (Doc. 2003466370), for the following nine courses:

- 1) Along the arc of said curve, deflecting to the right, for an arc distance of 241.05 feet to an angle point from which the radius point bears South 18°06'24" West;
- 2) Thence South 63°07'59" East, 314.87 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

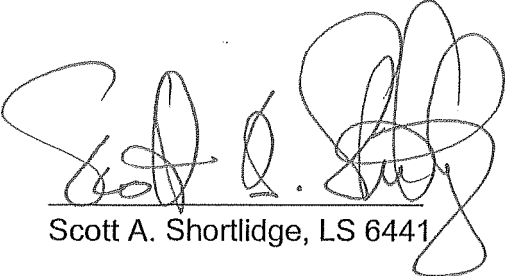
- 3) Thence South 59°26'20" East, 388.09 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 4) Thence South 54°38'31" East, 108.88 feet;
- 5) Thence South 71°14'04" East, 214.96 feet;
- 6) Thence South 68°12'53" East, 121.49 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 7) Thence South 52°34'03" East, 57.26 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 8) Thence South 26°23'46" West, 50.81 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 9) Thence South 67°50'56" East, 97.26 feet to the common north corner between said Parcel 2 and Parcel 1 of said Parcel Map 10074, same corner being on the said Agreed Low Tide Line of 1852 (1837 Deeds 84);

Thence along the common line between said Parcels 1 and 2 of Parcel Map 10074, South 41°00'50" West, 1766.05 feet more or less to the **POINT OF BEGINNING**, containing 2,725,427 square feet (62.56 acres), more or less

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description was prepared by me, or under my direction, in January 2012.


Scott A. Shortlidge, LS 6441



1-27-2012
Date

APN 018-0507-004-01

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Being a portion of that parcel of land described as Parcel 14 in a Quitclaim Deed to the Redevelopment Agency of the City of Oakland and recorded on September 19, 2006 under Document Number 2006-354007 in the Official Records of said County; same portion of Parcel 14 being that portion of Parcel 2 as described in that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel, County of Alameda, California, recorded August 8, 2003 as Doc. No. 2003466370 in the Office of the Recorder of the said County of Alameda lying and being south of the northern boundary line of the City of Oakland as described in that certain Act of the Legislature of the Said State of California, Approved April 24, 1862 entitled Chapter CCXCIV – An Act to amend and act entitled an Act to incorporate the City of Oakland, passed March twenty-fifth, eighteen hundred fifty-four, and repealing certain other Acts relating to said city (hereinafter referred to as Stat. 1862, Ch. 294), and being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled “Oakland Army Terminal Boundary Map” prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22’05” East, 5692.24 feet to a 2 ½” brass disk with punch mark stamped “City of Oakland Survey Station 8NW9” as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence South 82°35’14” West, 1108.22 feet to the intersection of the generally northeastern boundary of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002-072863 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2002072863), with the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294) being the **POINT OF BEGINNING** of Parcel (APN 018-0507-004-01) as herein described;

Thence departing from the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294), westerly along the said northeastern boundary of Parcel 56444 (Doc. 2002072863) the following two courses:

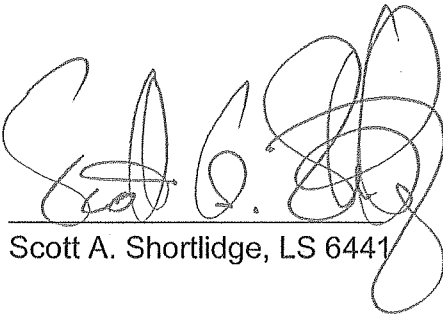
- 1) North 65°41'40" West, 38.01 feet to an angle point;
- 2) North 49°47'18" West, 9.34 feet to an angle point;

Thence departing from the said generally northeastern boundary of said Parcel 56444 (Doc. 2002072863), easterly along the northern boundary of the City of Oakland (Stat. 1862, Ch. 294, South 62°34'34" East, 47.07 feet to the **POINT OF BEGINNING**, containing 49 square feet (0.001 acres), more or less, measured in ground distances.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description was prepared by me, or under my direction, in January 2012.


Scott A. Shortlidge, LS 6441



1-27-2012

Legal Description – Parcel 14

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel 14

A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of the lands described in that certain Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951, in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:032, Image:660); A portion of the lands described in that certain Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 16, 1951 in Book 6361 of Official Records, Page 334 in the Office of the Recorder of said Alameda County hereinafter referred to as 6361 O.R. 334); A portion of the lands described in that certain Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded May 23, 1960, Reel 092, Image 111 of Official Records, in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:092, Image:111), all of which are more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Record of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company et al., Case No. 23099-S (6566 O.R. 301), said corner being the northwestern terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), and being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Record of Surveys, at Page 1, Alameda County Official Records;

Thence along the northwest line of said Parcel 1, Tract 1 (6566 O.R. 301) South 79°57'58" West, 9.41 feet to the beginning of a curve concave southwesterly, having a radius of 599.96 feet and a central angle of 20°37'16", from which the radius point bears South 36°18'10" West, being the POINT OF BEGINNING of Parcel 14 as herein described;

Thence along said curve to the right, an arc distance of 215.93 feet to a point on the generally northern line of Parcel A as described in an unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, 1998, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A being hereinafter referred to as the Subaru Lot);

Thence along said generally northern line of said Parcel A (the Subaru Lot) the following thirteen courses:

- 1) North 70°14'16" West, 59.22 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 2) North 69°21'45" West, 49.64 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 3) North 63°28'21" West, 40.88 feet to an angle point in said line, said point being marked by a ¾" brass tag in concrete stamped "LS 6379";
- 4) North 66°07'36" West, 44.94 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 5) North 69°32'54" West, 44.74 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 6) North 72°38'25" West, 67.85 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

7) North 70°15'39" West, 49.25 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";

8) South 80°41'00" West, 170.83 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";

9) North 87°09'05" West, 415.50 feet to beginning of a curve concave southerly, having a radius of 299.98 feet and a central angle of 25°11'31", said beginning of curve being marked by a 1" iron pipe with plug stamped "LS 6379";

10) along said curve to the left, an arc distance of 131.90 feet;

11) South 67°39'24" West, 25.68 feet to the beginning of a curve concave southeasterly, having a radius of 199.99 feet and a central angle of 39°56'30", said beginning of curve being marked by a 1" iron pipe with plug and tack stamped "LS 6379";

12) along said curve to the left, an arc distance of 139.42 feet to the beginning of a compound curve concave easterly, having a radius of 20.00 feet and a central angle of 29°55'43", said beginning of curve being marked by a 1 ½" brass disk and spike stamped "LS 6379";

13) along said curve to the left, an arc distance of 10.45 feet to the intersection of said curve with the generally northeaster line of said Parcel 56444 (Doc. 2002072863), being a point on the course described as "South 65°41'47" East 135.08 feet" in the description of said Parcel 56444 (Doc. 2002072863);

Thence along said generally northeastern line of said Parcel 56444 (Doc. 2002072863) the following seven courses:

1) North 65°41'40" West, 109.04 feet to an angle point in said line;

2) North 49°47'18" West, 162.81 feet to an angle point in said line;

3) North 54°46'46" West, 103.19 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on Record of Survey No. 1687 filed in Book 25 of Records of Surveys, at Pages 58-69, Alameda County Official Records;

4) North 47°07'33" West, 55.66 feet to the beginning of a curve concave southwesterly, having a radius of 1160.00 feet and a central angle of 12°07'10", said beginning of curve being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

5) along said curve to the left, an arc distance of 245.37 feet to an angle point in said line from which the radius point bears South 30°45'17" West, said angle point being

marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

6) North $59^{\circ}14'43''$ West, 262.30 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

7) North $57^{\circ}29'34''$ West, 66.49 feet to a point on the generally northern line of "Parcel 3, Baldwin Yard" as shown on Record of Survey No. 1704, filed in Book 26 of Record of Surveys, at Page 65, Alameda County Official Records (hereinafter referred to as the Baldwin Yard), being the beginning of a non-tangent curve concave southerly, having a radius of 1252.80 feet and a central angle of $8^{\circ}05'48''$, from which beginning the radius point bears South $08^{\circ}32'47''$ East;

Thence departing from said generally northeastern line of said Parcel 56444 (Doc. 2002072863), along the said generally northern line of said Baldwin Yard, the following three courses:

1) along said curve to the right, an arc distance of 177.04 feet to the beginning of a non-tangent curve concave southerly having a radius of 3336.10 feet and a central angle of $19^{\circ}16'27''$, from which the radius point bears South $00^{\circ}34'42''$ East;

2) along said curve to the right, an arc distance of 1122.26 feet to an angle point in said line from which the radius point bears South $18^{\circ}41'45''$ West;

3) South $71^{\circ}17'43''$ East, 326.69 feet to an angle point in said line;

Thence departing from said generally northern line, South $70^{\circ}28'52''$ East, 223.98 feet to a point on the northwest line of Parcel 2, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L (Reel: 32, Image:660) also being the northwest line of former 34th Street (now Wake Avenue);

Thence along said northwest line of said Parcel 2, Tract 14 (Reel: 32, Image:660), North $79^{\circ}57'58''$ East, 36.10 feet to the eastern most corner of said lands described in said Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L (Reel: 92, Image: 111);

Thence departing from said northwest line of said Parcel 2, Tract 14 (Reel: 32, Image:660), South $13^{\circ}11'35''$ East, 60.09 feet to a point on the southeast line of said Parcel 2, Tract 14, also being the southwest line of former 34th Street (now Wake Avenue);

Thence along said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660), North $79^{\circ}57'58''$ East, 2.13 feet to the POINT OF BEGINNING, containing 503,500

square feet (11.559 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

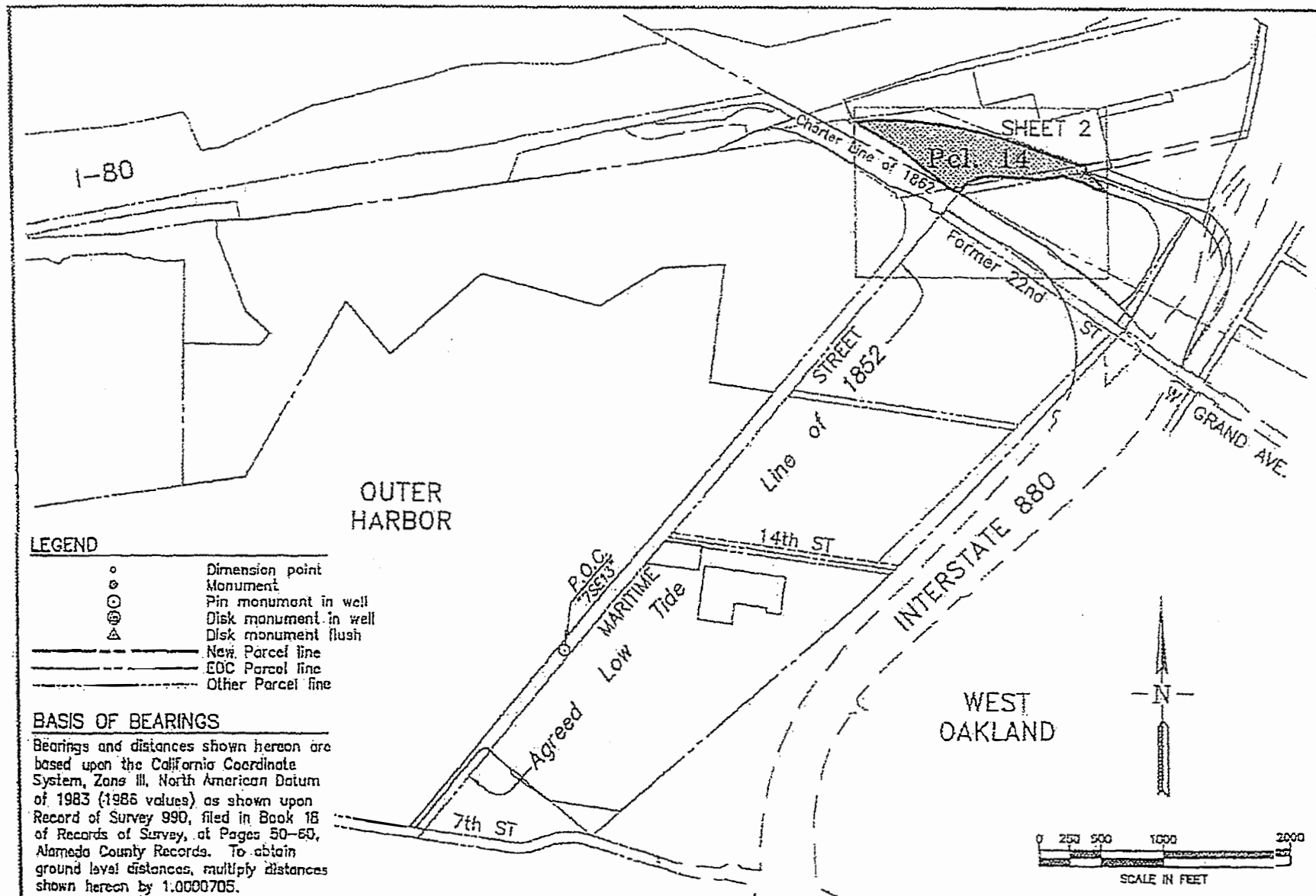
I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in July 2003.



David A. Murtha

David A. Murtha, L 7817
License expires December 31, 2007

7/27/2006
Date



PORT OF OAKLAND

LAND SURVEYS AND MAPPING

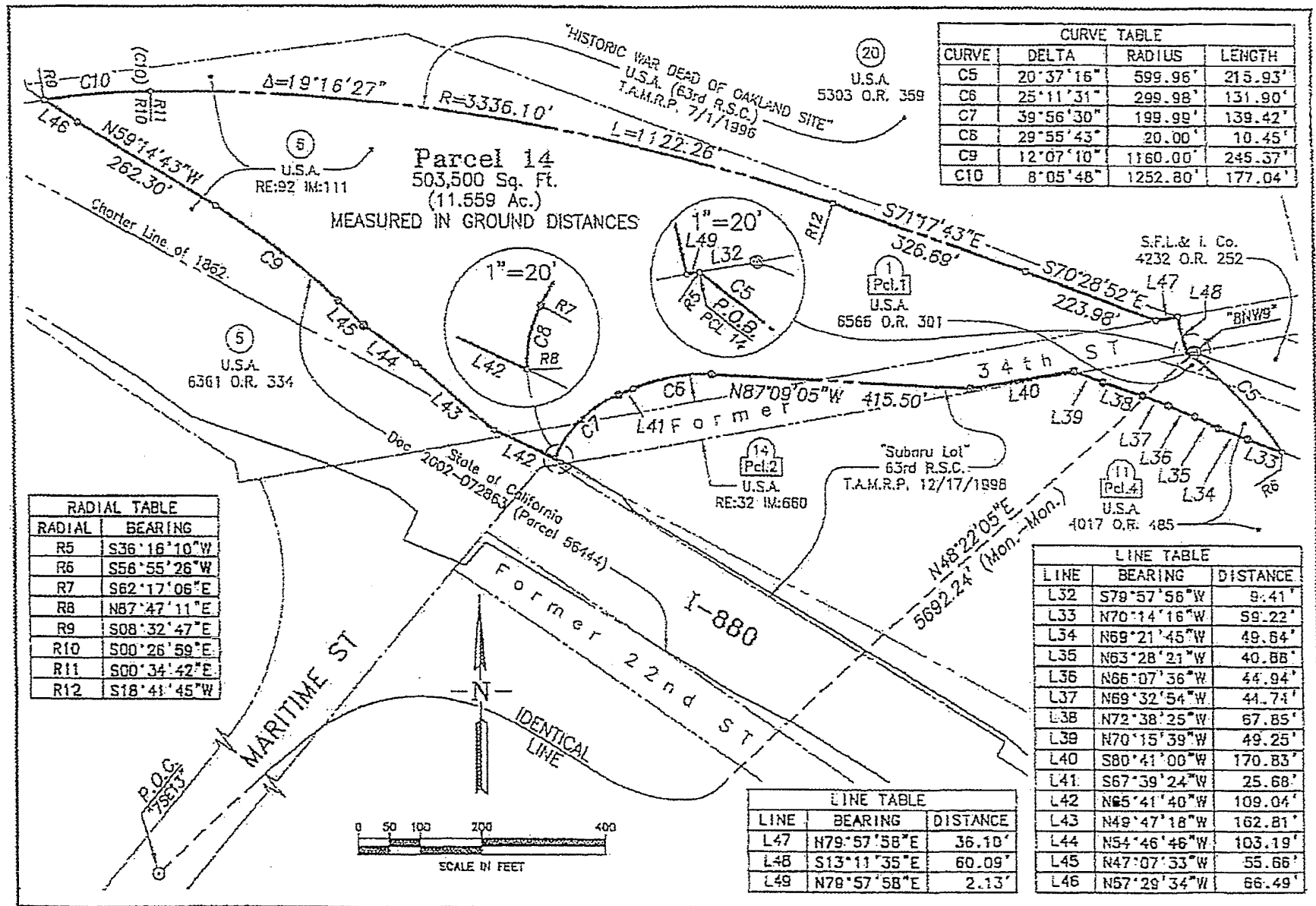


530 Water Street
Oakland, California



EXHIBIT "A" PLAT TO ACCOMPANY LEGAL DESCRIPTION PARCEL 14

DRAWN BY: DAM	Field Etc
CHECKED BY:	Wk. Ord: 104105
SCALE: 1" = 1000'	Data File:
DATE: 7/28/2006	Revision:
SHEET 1 OF 2	Rev. date:
ATTACHMENTS:	
FILE LOC.: EX-A_PCL-14.DWG	



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT "A"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PARCEL 14

DRAWN BY: DAM
CHECKED BY:
SCALE: 1" = 200'
DATE: 7/28/2006
SHEET 2 OF 2
ATTACHMENTS:
FILE LOC: > EX-A_PCL-14.DWG

Field Bk:
Wrk. Ord: 104105
Data File:
Revision:
Rev. date:

APN 018-0507-005

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Being all of that parcel of land described as Parcel B-1 in the State of California Patent and Trust Termination Instrument to the Redevelopment Agency of the City of Oakland and recorded on August 07, 2006 under Document Number 2006-301853 in the Official Records of said County; same Parcel B-1 being described as Parcel B-1 in a Correction Quit Claim Deed to the Redevelopment Agency of the City of Oakland and recorded on May 17, 2007 under Document Number 2007-190760 in the Official Records of said County; same Parcel B-1 being a portion of Parcel 2C as described in that certain "Quitclaim Deed Oakland Army Base, Alameda County, California, Subaru Lot", recorded November 18, 2004 as Doc. 2004513849 in the Office of Recorder of the said County of Alameda, lying and being south of the northern boundary line of the City of Oakland as described in that certain Act of the Legislature of the Said State of California, Approved April 24, 1862 entitled Chapter CCXCIV – An Act to amend and act entitled an Act to incorporate the City of Oakland, passed March twenty-fifth, eighteen hundred fifty-four, and repealing certain other Acts relating to said city (hereinafter referred to as Stat. 1862, Ch. 294), and being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence South 15°55'37" East, 870.57 feet to the intersection of the westerly boundary of Parcel 15A as described in that certain "Quitclaim Deed for East Maritime Army Reserve Property" recorded November 18, 2004 as Doc. 2004513853 in the Office of Recorder of the said County of Alameda (hereinafter referred to as Doc. 2004513853), with the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294) being the

POINT OF BEGINNING of Parcel (APN 018-0507-005) as herein described, said intersection also being a point on a curve, concave northwesterly, having a radius of 1542.01 feet and a central angle of $05^{\circ}39'58''$, and from which said point on curve the radius point of said curve bears North $36^{\circ}42'00''$ West;

Thence departing from said northern boundary of the City of Oakland (Stat. 1862, Ch. 294), southerly along the said westerly boundary of Parcel 15A (Doc. 2004513853) along the arc of said curve, deflecting to the right, for an arc distance of 152.49 feet to a point on the generally northeastern boundary of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002072863 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2002072863), said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of $02^{\circ}40'12''$, from which beginning the radius point of said curve bears South $40^{\circ}40'27''$ West;

Thence along the generally northeastern boundary of said Parcel 56444 (Doc. 200272863) the following six courses:

- 1) Along the arc of said curve, deflecting to the left, for an arc distance of 76.75 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of $07^{\circ}24'24''$, from which beginning the radius point of said curve bears South $39^{\circ}39'54''$ West;
- 2) Thence along the arc of said curve, deflecting to the left, for an arc distance of 212.91 feet;
- 3) Thence North $57^{\circ}44'30''$ West, 113.40 feet;
- 4) Thence North $49^{\circ}58'48''$ West, 124.70 feet;
- 5) Thence North $59^{\circ}26'20''$ West, 696.99 feet;
- 6) Thence North $38^{\circ}53'13''$ West, 28.28 feet to a point on the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294);

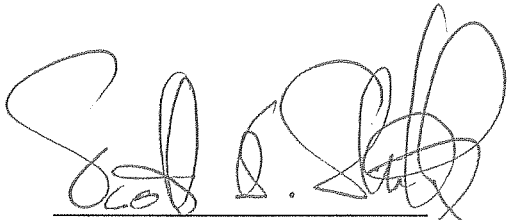
Thence departing from the said generally northeastern boundary of said Parcel 56444 (Doc. 2002072863), easterly along the northern boundary of the City of Oakland (Stat. 1862, Ch. 294, South $62^{\circ}34'34''$ East 1315.25 to the **POINT OF BEGINNING**,

containing 73,715 square feet (1.692 acres), more or less, measured in ground distances.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description was prepared by me, or under my direction, in January 2012.


Scott A. Shortlidge, LS 6441



1-27-2012

APN 018-0507-006

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Being all of that parcel of land described as Parcel C-1 in the State of California Patent and Trust Termination Instrument to the Redevelopment Agency of the City of Oakland and recorded on August 07, 2006 under Document Number 2006-301853 in the Official Records of said County; same Parcel C-1 being a portion of the lands described as Parcel 2 in that certain Quitclaim Deed between the State of California and the City of Oakland, recorded February 23, 1979 as Doc. No. 79-034788 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 79034788), being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence North 06°22'58" West, 3704.99 feet to the western most corner of said Parcel 2 (Doc. 79-034788), said corner being marked by a concrete nail and CalTrans tag set flush, as shown on Record of Survey No. 1687, filed in Book 25 of Records of Surveys, at Pages 58-69, the said County of Alameda Official Records, and being the **POINT OF BEGINNING** of the portion of said Parcel 2 (Doc. 79034788) herein described;

Thence along the western and generally northern lines of said Parcel 2 (Doc. 79034788) the following three courses:

- 1) North 21°36'13" East, 249.00 feet to an angle point marked by a 1" iron pipe and CalTrans cap under a cyclone fence, as shown on said Record of Survey No. 1687;
- 2) North 75°30'42" East, 642.22 feet to an angle point marked by a 1" iron pipe and CalTrans cap, as shown on said Record of Survey No. 1687;
- 3) North 78°23'41" East, 230.24 feet to the western most corner of Parcel 1 described in that certain Grant Deed from the City of Oakland to the State of California, recorded February 3, 1995 as Doc. No. 95028117 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 95028117), said corner being the beginning of a non-tangent curve concave northerly, having a radius of 295.00 feet and a central angle of 58°05'18", from which beginning the radius point bears North 45°29'15" East;

Thence along the generally southerly line of said Parcel 1 (Doc. 95028117) the following five courses:

- 1) along said curve to the left, an arc distance of 299.08 feet to a point of tangency;
- 2) North 77°23'57" East, 93.57 feet;
- 3) North 78°35'02" East, 301.18 feet to the beginning of a curve concave southeasterly, having a radius of 1457.00 feet and a central angle of 12°33'12";
- 4) along said curve to the right, an arc distance of 319.22 feet to an angle point from which the radius point bears South 01°08'14" West;
- 5) South 09°10'00" East, 85.90 feet to a point on the northwest line of the lands described in that certain Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 16, 1951 in Book 6361 of Official Records, Page 334 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 6361 O.R. 334);

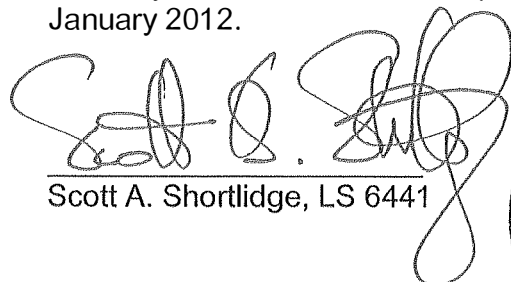
Thence along the generally northwest line of said Tract 5 (6361 O.R. 334), South 64°17'11" West, 319.86 feet to a point on the generally southerly line of Parcel "S" described in that certain Indenture and Conveyance by and between the State of California, acting by and through its Department of Public Works and the California Toll Bridge Authority, and the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, recorded February 17, 1942 in Book 4186 of Official Records, Page 156, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 4186 O.R. 156);

Thence along said generally southerly line of said Parcel "S" (4186 O.R. 156), South 81°36'26" West, 1660.88 feet to the **POINT OF BEGINNING**, containing 416,298 square feet (9.557 acres), more or less, measured in ground distances.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description was prepared by me, or under my direction, in January 2012.



Scott A. Shortlidge, LS 6441



1-27-2012
Date

APN 018-0507-007

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Being all of that parcel of land described as Parcel C-2 in the State of California Patent and Trust Termination Instrument to the Redevelopment Agency of the City of Oakland and recorded on August 07, 2006 under Document Number 2006-301853 in the Official Records of said County; same Parcel C-2 being a portion of the lands described in that certain act of the legislature of the State of California entitled "An act granting certain tide lands and submerged lands of the State of California to the city of Oakland and regulating the management, use and control thereof," approved May 1, 1911 as Chapter 657 of Statutes of 1911, and amendatory acts (hereinafter referred to as Stat. 1911, Ch. 657), being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence northeasterly along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to a point hereinafter referred to as Point "A";

Thence departing from the said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 48°48'07" West, 839.34 feet to a point on the generally southerly line of Parcel 1, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County

(hereinafter referred to as Reel: 32, Image:660), being the **POINT OF BEGINNING** of the said portion of lands (Stat. 1911, Ch. 657) herein described;

Thence departing the generally southerly line of said Parcel 1, Tract 14 (Reel: 32, Image: 660), North 48°48'07" West, 275.79 feet to a point on a line that is 100.00 feet northeasterly of and parallel with the line of mean high tide as surveyed by the Port of Oakland in June 2001;

Thence northerly along said parallel line, the following two courses:

- 1) North 11°00'07" East, 181.49 feet;
- 2) North 41°18'35" West, 11.96 feet to a point on the said generally southerly line of Parcel 1, Tract 14 (Reel: 32, Image: 660);

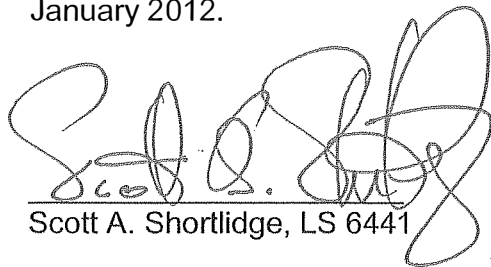
Thence departing from said parallel line, easterly and southerly along the said generally southerly line of Parcel 1, Tract 14 (Reel: 32, Image: 660) the following two courses:

- 1) North 86°48'30" East, 235.16 feet;
- 2) South 08°03'07" West, 385.68 feet to the **POINT OF BEGINNING**, containing 65,473 square feet (1.503 acres), more or less, measured in ground distances.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description was prepared by me, or under my direction, in January 2012.


Scott A. Shortlidge, LS 6441



1-27-2012
Date

APN 018-0507-008

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Being all of Parcel 15B as described in a Correction Quit Claim Deed to the Redevelopment Agency of the City of Oakland and recorded on May 17, 2007 under Document Number 2007-190760 in the Official Records of said County; same Parcel 15B being a portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660); A portion of the lands described in that certain Final Judgment as to Parcel No.6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded May 23, 1960, Reel 092, Image 111 of Official Records, in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:092, Image: 111), all of which are more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-1-286 (hereinafter referred to as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951 in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter

referred to as 6566 O.R. 301), said corner being the northwest terminus of the course described as "North 71°40' 17" West 585.40 feet" in the description of said Parcel I, Tract 1 (6566 O.R. 301), said corner being marked by a 2 1/2" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence South 57°59' 13" East, 432.18 feet to a point on the generally northeastern line of Parcel A as described in an unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, 1998, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A will hereinafter be referred to as the Subaru Lot), being a point on the course described as "South 71°25'25" East, 87.02 feet" in the description of said Parcel A (the Subaru Lot), said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 444.22 feet and a central angle of 25°38'05", from which the radius point bears South 57°14'39" West, and being the **POINT OF BEGINNING** of Parcel 15B as herein described;

Thence departing from said northeastern line of said Parcel A (the Subaru Lot) along said curve to the right, an arc distance of 198.75 feet to the beginning of a compound curve concave westerly, having a radius of 426.09 feet and a central angle of 41°30'48";

Thence along said curve to the right, an arc distance of 308.72 feet to the beginning of a compound curve concave northwesterly, having a radius of 906.45 feet and a central angle of 4°28'14",

Thence along said curve to the right, an arc distance of 70.73 feet to the beginning of a compound curve concave northwesterly, having a radius of 302.83 feet and a central angle of 16°33'59",

Thence along said curve to the right, an arc distance of 87.56 feet to an angle point from which the radius point bears North 34°34' 15" West, being the beginning of a non-tangent curve concave northwesterly having a radius of 1542.01 feet and a central angle of 6°28'40", from which beginning the radius point bears North 37°30'42" West;

Thence along said curve to the right, an arc distance of 174.33 feet to a point on the generally northeastern line of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002-072863 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002-072863), said point being an angle point from which the radius point bears North

31°02'02" West, and also being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 2°40' 12", from which beginning the radius point bears South 40°40'27" West;

Thence along the generally northeastern line of said Parcel 56444 (Doc. 2002-072863) the following eight courses:

1) along said curve to the left, an arc distance of 76.75 feet to an angle point from which the radius point bears South 38°00'16" West, being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 7°24'24", from which beginning the radius point bears South 39°39'54" West;

2) along said curve to the left, an arc distance of 212.91 feet to a point of tangency;

3) North 57°44'30" West, 113.40 feet to an angle point;

4) North 49°58'48" West, 124.70 feet to an angle point;

5) North 59°26'20" West, 696.99 feet to an angle point;

6) North 38°53'13" West, 28.48 feet to an angle point;

7) North 59°26'21" West, 95.01 feet to an angle point;

8) North 65°41'40" West, 26.04 feet to a point on the generally northwestern line of said Parcel A (the Subaru Lot), said point being the beginning of a non-tangent curve concave easterly, having a radius of 20.00 feet and a central angle of 29°55'43", from which beginning the radius point bears North 87°47'11" East;

Thence along the northwestern, northern and northeastern lines of said Parcel A (the Subaru Lot) the following sixteen courses:

1) along said curve to the right, an arc distance of 10.45 feet to the beginning of a compound curve concave southeasterly, having a radius of 199.99 feet and a central angle of 39°56'30", said point of compound curvature being marked by a 1 ½" brass disk and spike stamped "LS 6379";

2) along said curve to the right, an arc distance of 139.42 feet to a point of tangency marked by a 1" iron pipe with plug and tack stamped "LS 6379";

- 3) North $67^{\circ}39'24''$ East, 25.68 feet to the beginning of a curve concave southerly, having a radius of 299.98 feet and a central angle of $25^{\circ} 11' 31''$;
- 4) along said curve to the right, an arc distance of 131.90 feet to a point of tangency marked by a 1" iron pipe with plug stamped "LS 6379";
- 5) South $87^{\circ}09'05''$ East, 415.50 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";
- 6) North $80^{\circ}41' 00''$ East, 170.83 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";
- 7) South $70^{\circ}15'39''$ East, 49.25 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";
- 8) South $72^{\circ}38'25''$ East, 67.85 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";
- 9) South $69^{\circ}32'54''$ East, 44.74 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";
- 10) South $66^{\circ}07'36''$ East, 44.94 feet to an angle point in said line, said point being marked by a 3/4" brass tag in concrete stamped "LS 6379";
- 11) South $63^{\circ}28'21''$ East, 40.88 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";
- 12) South $69^{\circ}21'45''$ East, 49.64 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";
- 13) South $70^{\circ}14'16''$ East, 101.26 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";
- 14) South $71^{\circ}46'24''$ East, 32.44 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";
- 15) South $74^{\circ}35'56''$ East, 103.17 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";
- 16) South $71^{\circ}25'40''$ East, 61.59 feet to the **POINT OF BEGINNING**, containing 719,497 square feet (16.517 acres), more or less, measured in ground distances.

SAVE AND EXCEPTING THEREFROM:

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Being all of that parcel of land described as Parcel B-1 in the State of California Patent and Trust Termination Instrument to the Redevelopment Agency of the City of Oakland and recorded on August 07, 2006 under Document Number 2006-301853 in the Official Records of said County; same Parcel B-1 being described as Parcel B-1 in a Correction Quit Claim Deed to the Redevelopment Agency of the City of Oakland and recorded on May 17, 2007 under Document Number 2007-190760 in the Official Records of said County; same Parcel B-1 being a portion of Parcel 2C as described in that certain "Quitclaim Deed Oakland Army Base, Alameda County, California, Subaru Lot", recorded November 18, 2004 as Doc. 2004513849 in the Office of Recorder of the said County of Alameda, lying and being south of the northern boundary line of the City of Oakland as described in that certain Act of the Legislature of the Said State of California, Approved April 24, 1862 entitled Chapter CCXCIV – An Act to amend and act entitled an Act to incorporate the City of Oakland, passed March twenty-fifth, eighteen hundred fifty-four, and repealing certain other Acts relating to said city (hereinafter referred to as Stat. 1862, Ch. 294), and being more particularly described as follows;.

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence South 15°55'37" East, 870.57 feet to the intersection of the westerly boundary of Parcel 15A as described in that certain "Quitclaim Deed for East Maritime Army Reserve Property" recorded November 18, 2004 as Doc. 2004513853 in the Office of

Recorder of the said County of Alameda (hereinafter referred to as Doc. 2004513853), with the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294) being the **POINT OF BEGINNING** of Parcel (APN 018-0507-005) as herein described, said intersection also being a point on a curve, concave northwesterly, having a radius of 1542.01 feet and a central angle of 05°39'58", and from which said point on curve the radius point of said curve bears North 36°42'00" West;

Thence departing from said northern boundary of the City of Oakland (Stat. 1862, Ch. 294), southerly along the said westerly boundary of Parcel 15A (Doc. 2004513853) along the arc of said curve, deflecting to the right, for an arc distance of 152.49 feet to a point on the generally northeastern boundary of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002072863 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2002072863), said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 02°40'12", from which beginning the radius point of said curve bears South 40°40'27" West;

Thence along the generally northeastern boundary of said Parcel 56444 (Doc. 200272863) the following six courses:

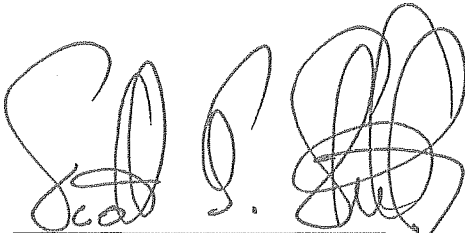
- 1) Along the arc of said curve, deflecting to the left, for an arc distance of 76.75 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 07°24'24", from which beginning the radius point of said curve bears South 39°39'54" West;
- 2) Thence along the arc of said curve, deflecting to the left, for an arc distance of 212.91 feet;
- 3) Thence North 57°44'30" West, 113.40 feet;
- 4) Thence North 49°58'48" West, 124.70 feet;
- 5) Thence North 59°26'20" West, 696.99 feet;
- 6) Thence North 38°53'13" West, 28.28 feet to a point on the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294);

Thence departing from the said generally northeastern boundary of said Parcel 56444 (Doc. 2002072863), easterly along the northern boundary of the City of Oakland (Stat. 1862, Ch. 294, South 62°34'34" East 1315.25 to the **POINT OF BEGINNING**, containing 73,715 square feet (1.692 acres), more or less, measured in ground distances.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description was prepared by me, or under my direction, in January 2012.



Scott A. Shortlidge, LS 6441



1-27-2012
Date

NO FEE DOCUMENT
(Government Code Section 27383)✓

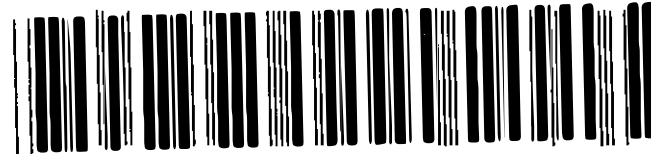


2013295096

08/30/2013 10:26 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

RECORDING REQUESTED BY
Oakland Redevelopment Successor Agency



33 PGS

AND WHEN RECORDED MAIL TO:
City of Oakland
250 Frank Ogawa Plaza, 4th Floor
Oakland, California 94612
Attn: Real Estate Manager

The undersigned grantor(s) declare(s):

CITY TRANSFER TAX: Exempt

DOCUMENTARY TRANSFER TAX: Exempt per Section 11922

Revenue and Taxation Code

SURVEY MONUMENT FEE: Exempt

Computed on the consideration or value of property conveyed: OR

Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

33
pgs

QUITCLAIM DEED
(Parcel E and Oakland Army Base)

RECITALS

- A. In 2003, in order to enable local economic redevelopment and job creation and ease the economic hardship on the local community caused by the base closure per Section 2903 of Title XXIX of Public Law 101-510, the U.S. Department of the Army ("Army") transferred via No-Cost Economic Development Conveyance ("EDC") certain real property (the "EDC Property") located in the City of Oakland ("City") to the Oakland Base Reuse Authority ("OBRA"), a joint powers authority composed of the City of Oakland and the former Redevelopment Agency of the City of Oakland ("Agency") under the California Joint Exercise of Powers Act as set forth in Title 1, Division 7, Chapter 5, Article 1 of the Government Code. The transfer was made pursuant to that certain EDC Memorandum of Agreement between the Army and OBRA dated September 27, 2002 ("EDC MOA") the Environmental Cooperative Services Agreement ("ESCA"), and by that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel ("Army EDC Deed"), recorded August 8, 2003, as Document No. 2003-466370 in the Official Records of Alameda County ("Official Records"). Immediately thereafter, OBRA transferred certain submerged portions of the EDC Property to the Port of Oakland ("Port"). Pursuant to the Exchange Act (defined below), the Port now owns approximately 241 acres of the EDC Property and OBRA retained approximately 170 acres.

Quitclaim Deed

Page 2

- B. Pursuant to Oakland Army Base Public Trust Exchange Act (Chapter 664 of the Statutes of 2005, as amended) (“**Exchange Act**”), and the Oakland Army Base Title Settlement and Exchange Agreement dated June 30, 2006 by and between the State of California, acting by and through the State Lands Commission (“**SLC**”), the City, the Port, OBRA and the Agency (“**Exchange Agreement**”), there was an exchange of lands that resulted in the termination of the public trust for commerce, navigation and fisheries (“**public trust**”) on all portions of the EDC Property to be conveyed to the Agency under the Exchange Agreement (see State of California Patent and Trust Termination recorded in the Official Records on August 7, 2006, as Document No. 2006-301853), except on one, approximately 16.7-acre parcel conveyed from the SLC to the Agency by State of California Patent and Trust Termination recorded in the Official Records on August 7, 2006, as Document No. 2006-301850 (“**Parcel E**”). Parcel E was transferred from OBRA to the SLC, and from the SLC to the Agency, pursuant to the Exchange Agreement.
- C. Also in 2006, the portions of the EDC Property owned by OBRA that were not subject to the public trust were conveyed by OBRA to the Agency by the following Quitclaim Deeds recorded in the Official Records on September 19, 2006 as Documents Numbers 2006-354006 and 2006-354007 (correct quitclaim for a portion recorded on May 17, 2007 as Document Number 2007-190760).
- D. On March 3, 2011, the Agency and the City entered into a Purchase and Sale Agreement, approved by City Council Ordinance No. 83254 C.M.S. and Agency Resolution No. 2011-0025 C.M.S. (the “**Agency-City PSA**”), whereby the Agency agreed to sell and convey, inter alia, the Agency-owned portions of the EDC Property, excepting Parcel E, to the City under its own auspices, and the City agreed to accept assignment of all agreements related to such property (the “**EDC Property Agreements**”).
- E. On June 29, 2011, the California Legislature passed, and Governor Jerry Brown signed, Assembly Bill 1x26 (“**AB 26**”), which required the dissolution of all redevelopment agencies.
- F. On January 10, 2012, the City Council passed Resolution No. 83679 C.M.S., electing to serve as the successor to the Agency (“**Successor Agency**”) pursuant to AB 26.
- G. On January 31, 2012, the City closed escrow under the Agency-City PSA and took title to the Agency-owned portions of the EDC Property (excluding Parcel E) pursuant to the grant deed recorded January 31, 2012 as Document No. 2012-30757 in the Official Records and assumed all of the Agency’s right and obligations under the EDC Agreements with respect to such property.
- H. On February 1, 2012, the Agency was dissolved, and Parcel E and the Agency’s rights and obligations under the EDC Property Agreements with respect to Parcel E were transferred to the Successor Agency by operation of law pursuant to AB 26. On June 27, 2012, the Governor signed Assembly Bill 1484 (“**AB 1484**”), which amended AB 26.

Quitclaim Deed
Page 3

Among other things, AB 1484 provided that a successor agency is a separate public entity from the public agency that provides for its governance. On July 17, 2012, pursuant to AB 1484, the City formally established the Oakland Redevelopment Successor Agency ("ORSA") as a separate entity per ORSA Resolution No. 2012-0002 and City Council Resolution No. 84017 C.M.S.

- I. On June 18, 2013, the ORSA governing board approved the Long-Range Property Management Plan for the Oakland Army Base that requires ORSA to quitclaim Parcel E and any of ORSA's remaining interest in the full EDC Property to the City (ORSA Resolution 2013-0020), followed by the Oakland Oversight Board's approval on July 15, 2013, and the California Department of Finance's approval on August 22, 2013.
- J. On June 21, 2013, the SLC approved the transfer of Parcel E from ORSA to the City, subject to the public trust, in accordance with the Exchange Act.
- K. On July 23, 2013, the City entered into an Assumption Agreement with the Army (as approved by the City Council on July 2, 2013 in Resolution No. 84489 C.M.S.), whereby the City affirmed its acceptance of all rights and obligations of the Agency with regard to the EDC Property.
- L. The parties now desire to memorialize the completion of the relinquishment and transfer of control and jurisdiction over Parcel E as well as the relinquishment and transfer of any ORSA interest in the remainder of the EDC Property from the ORSA to the City for title purposes through the execution and recordation of this Quitclaim Deed and Certificate of Acceptance.

NOW, THEREFORE, the undersigned parties provide the following:

The OAKLAND REDEVELOPMENT SUCCESSOR AGENCY ("ORSA"), successor agency to the Redevelopment Agency of the City of Oakland under Health and Safety Code Section 34173, hereby transfers and quitclaims to THE CITY OF OAKLAND ("City"), a municipal corporation, as a trustee pursuant to the public trust, Chapter 657 of the Statutes of 1911, as amended, and the Exchange Act (together "the Granted Lands Trust"), all of ORSA's right, title, interest, jurisdiction, and control over that real property situated in the City of Oakland, County of Alameda, State of California, more particularly described in Exhibit "A" (attached hereto and incorporated by this reference), herein referred to as the "Parcel E," subject to the public trust and the Granted Lands Trust. ORSA also transfers and quitclaims to the City any remaining interests, rights and obligations related to the EDC Property more particularly described in Exhibit "B."

As required under Section IV.B of the Army Deed recorded in the Official Records on August 8, 2003 as Document No. 2003-466370, the Covenant to Restrict Use of Property ("CRUP") recorded in the Official Records on August 8 2003 as document number 2003-466371, and State of California Patent recorded in the Official Records on August 7, 2006, as Document No. 2006-301850, ORSA hereby incorporates by reference the notices, use restrictions and

Quitclaim Deed

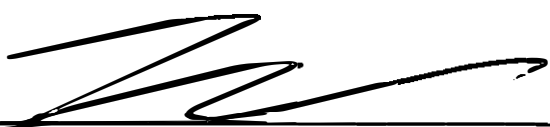
Page 4

restrictive covenants contained in the Army Deed, CRUP, and State of California Patent to the extent applicable to the real property transferred herein. The City, in turn, will include such notices, use restrictions and restrictive covenants and conditions, either verbatim or by reference, in all further deeds, easements, transfers, leases or grant of any interest, privilege or license by the City of all or any portion of the property, to the extent applicable to the property the City is conveying.

IN WITNESS WHEREOF, ORSA has executed this Quitclaim Deed effective this 29th day of August, 2013.

“ORSA”

The OAKLAND REDEVELOPMENT SUCCESSOR AGENCY, successor agency to the Redevelopment Agency of the City of Oakland under Health and Safety Code Section 34173

By: 
ORSA Administrator
Fred Glover Blackwell
Approved as to form and legality:

By: 
ORSA Counsel

STATE OF CALIFORNIA)
) ss.

COUNTY OF ALAMEDA)

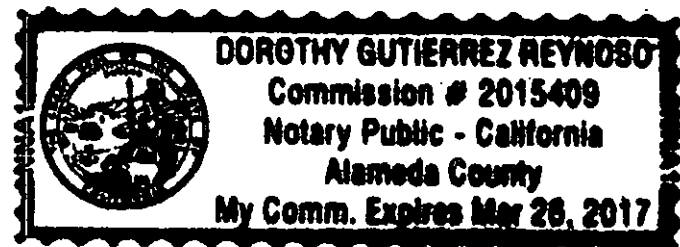
On AUGUST 29, 2013, before me, DOROTHY G. REYNOSO f
undersigned, personally appeared FRED GLOVER BLACKWELL the

(☒) personally known to me
(☐) proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Signature



Dorothy Gutierrez Reynoso
Commission # 2015409
My Commission Expires
March 26, 2017

ACCEPTANCE BY CITY

The City Administrator, pursuant to delegated authority from the City Council, hereby accepts said transfer and quitclaim of Parcel E, subject to all the conditions, reservations, restrictions and terms contained therein, on behalf of the City as trustee pursuant to the 1911 Grant and the Exchange Act, subject to the public trust and the Granting Act Trust, and accepts any remaining interests, rights and obligations related to the EDC Property on behalf of the City.

CITY OF OAKLAND

By: 
Deanna J Santana, City Administrator
for Fred Glover Blackwell

Approved as to Form & Legality:


Deputy City Attorney

STATE OF CALIFORNIA)
) SS:
COUNTY OF ALAMEDA)

I, the undersigned, a Notary Public in and for the State of California, County of Alameda, do hereby certify that this day personally appeared before me _____, whose name is signed to the foregoing instrument and who acknowledged the same to be her free act and deed on the date shown, and acknowledged the same for and on behalf of the Oakland Base Reuse Authority, a joint powers authority.

Notary Public

My commission Expires: _____

EXHIBIT A

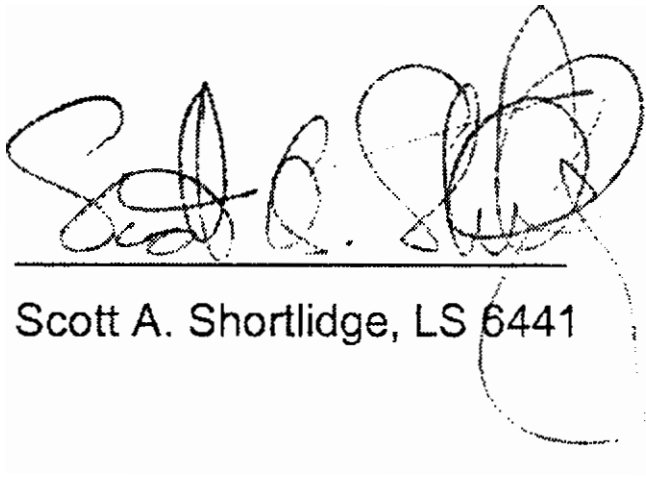
PROPERTY DESCRIPTION
(Parcel E)

EXHIBIT – “ **A** ”

Real Property situate in the City of Oakland, County of Alameda, State of California, and being all of Lot 9 and all of Parcel D as shown upon Parcel Map 10095 filed on August 13, 2013, in Book 324 of Parcel Maps at Pages 6 thru 15 Official Records of said County.

End of Description

This description was prepared by me, or under my direction, in August 2013.



Scott A. Shortlidge, LS 6441



8-29-2013
Date

EXHIBIT B

PROPERTY DESCRIPTION
(EDC Property)

Legal Description
Economic Development Conveyance Property
Oakland Army Base

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel 1

A portion of the lands described in that certain Final Judgment, United States of America vs. Southern Pacific Railroad Company, et al., Case No. 22212-R, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 23, 1943, in Book 4453 of Official Records, Page 70 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4453 O.R. 70) being that portion of said lands described as "Parcel 3" in an unrecorded "Transfer and Acceptance of Military Real Property", from the Naval Facilities Engineering Command to the Department of the Army, Sacramento District Engineers, Dated October 22, 1970; A portion of the Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197); A portion of that parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded February 15, 1979 as Document 79-030025, in the Office of the Recorder of said Alameda County (hereinafter referred to as Doc. 79-030025); A portion of those Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of those Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded October 6, 1941, in Book 4121 of Official Records, Page 191 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4121 O.R. 191); A portion of the lands described in that certain Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 16, 1951 in Book 6361 of Official Records, Page 334 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6361 O.R. 334); A portion of the lands described in that certain Final Judgment as to Tract 23, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded January 11, 1950 in Book 5987 of Official Records, Page 319 in the Office of the Recorder of said Alameda County (hereinafter referred to as 5987 O.R. 319); And a portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660) all of which are more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99-222447 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 99-222447), being a point on the agreed upon location of the "Low Tide Line of 1852" as described in City of Oakland Ordinance No. 3099 a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of Alameda County (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map and being the **POINT OF BEGINNING** of Parcel 1 as herein described;

Thence departing from said agreed upon location of the "Low Tide Line of 1852", along the northeastern, northern and northwestern lines of said Parcel Seven (Doc. 99-222447), the following eight courses:

- 1) North 51°26'28" West 40.85 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 137.91 feet and a central angle of 36°35'48", from which beginning the radius point bears South 12°23'22" East;
- 2) along said curve to the left, an arc distance of 88.09 feet;
- 3) South 41°00'50" West, 320.04 feet;
- 4) South 48°54'49" East, 5.00 feet;
- 5) South 41°00'50" West, 423.59 feet;
- 6) North 81°57'10" West, 8.34 feet;
- 7) South 41°00'50" West, 10.00 feet;
- 8) South 48°59'10" East, 12.14 feet to a point on the northern line of Seventh Street as described by City of Oakland in Ordinance No. 481 N.S. finally passed by the Council of the City of Oakland on June 17, 1913;

Thence westerly along said northern line of Seventh Street, North 81°57'10" West 54.98 feet to the southwest corner of Parcel No. 2, Tract 14 as described in said Final Judgment as to Interests

of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L (Reel: 32, Image:660);

Thence departing from the said northern line of Seventh Street, along the northwestern line of said Parcel 2, Tract 14 (Reel: 32, Image:660) also being the northwestern line of Maritime Street, North $41^{\circ}00'50''$ East, 4524.40 feet to the southeasterly corner of Parcel 1, Tract 14 (Reel: 32, Image:660);

Thence departing from the said northwestern line of said Parcel 2, Tract 14 (Reel: 32, Image:660) also being the northwestern line of Maritime Street, along the generally southern lines of said Parcel 1, Tract 14 the following nine courses:

- 1) North $81^{\circ}56'51''$ West, 519.29 feet;
- 2) North $08^{\circ}03'07''$ East, 936.41 feet;
- 3) South $86^{\circ}48'30''$ West, 500.27 feet;
- 4) South $59^{\circ}33'40''$ West, 589.58 feet;
- 5) North $75^{\circ}26'49''$ West, 983.14 feet;
- 6) South $49^{\circ}35'36''$ West, 978.73 feet;
- 7) North $40^{\circ}23'33''$ West, 539.98 feet;
- 8) South $31^{\circ}07'59''$ West, 1610.00 feet;
- 9) South $82^{\circ}10'52''$ West, 510.13 feet to a point on said southern line, from which the southwest corner of said Parcel 1, Tract 14 bears South $82^{\circ}10'52''$ West 3279.06 feet, said point being the southeast corner of that portion of Parcel 1 of Tract 14 that is alleged to have been transferred to the General Services Agency by the Army in an unrecorded form entitled "Real Property Acquisition Advice" dated March 28, 1983 and which alleges to describe the "underwater portion of Tract A-114 comprising the westward 138 acres+/-" (hereinafter referred to as the GSA Parcel);

Thence departing from the said generally southern line of said Parcel 1, Tract 14, along a line that is parallel with the western line of said Parcel 1, Tract 14, being the eastern line of the GSA Parcel, North $01^{\circ}07'59''$ East 1113.29 feet;

Thence departing from said parallel line at right angles, South $88^{\circ}52'01''$ East 611.72 feet to an angle point on the existing face of wharf located at the portion of the Oakland Army Base formerly known as Pier 7;

Thence northerly and westerly along said face of wharf, the following two courses:

1) North 41°16'18" East, 124.89 feet;

2) North 48°38'16" West, 249.42 feet to a point in the existing western perimeter fence line of said Pier 7;

Thence northerly along the said western perimeter fence line of Pier 7, the following two courses:

1) North 20°41'10" West, 640.82 feet;

2) North 1°48'40" West, 114.71 feet to a point on the southern line of Parcel "S" as described in that certain Indenture and Conveyance by and between the State of California acting by and through it's Department of Public Works and the California Toll Bridge Authority, and City of Oakland, acting by and through it's Board of Port Commissioners and recorded on February 17, 1942 in Book 4186 of Official Records, at Page 156 in the Office of the Recorder of Alameda County (hereinafter referred to as 4186 O.R. 156);

Thence along the southern line of said Parcel "S" (4186 O.R. 156), the following two courses:

1) North 88°08'30" East, 291.86 feet;

2) North 81°36'26" East, 3747.00 feet to the western most corner of said lands described in Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, (6361 O.R. 334);

Thence along the northern line of said Tract 5, North 64°17'11" East 397.63 feet to the western most corner of said lands described in Final Judgment as to Tract 23, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L (5987 O.R. 319) said angle point being marked by a 1 ½" brass disc with punch in the top of a concrete culvert as shown on said Army Map;

Thence along the northern line of said Tract 23, North 71°46'34" East 111.41 feet to the western most corner of Parcel 56444 as described in that certain Quitclaim Deed (I-880 Connector Corridor) recorded on February 13, 2002 as Document No. 2002072863 of Official Records in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002072863) said western corner being marked by a 1" iron pipe and CalTrans cap as shown on Record of Survey No. 1687, filed in Book 25 of Surveys, Pages 58-69, Alameda County Official Records, said western most corner of Parcel 56444 is further described as being the beginning of a non-tangent curve in the southwesterly line of said Parcel 56444, whose radius point bears South 8°37'39" West from said western most corner of Parcel 56444, said non-tangent curve being concave southwesterly, having a radius of 1457.00 feet, a central angle of 9°28'45";

Thence, along the generally southwestern line of said Parcel 56444, the following fifteen courses:

1) along said curve to the right, an arc distance of 241.05 feet;

- 2) South $63^{\circ}07'59''$ East, 314.87 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 3) South $59^{\circ}26'20''$ East, 388.09 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 4) South $54^{\circ}38'31''$ East, 108.88 feet;
- 5) South $71^{\circ}14'04''$ East, 214.96 feet;
- 6) South $68^{\circ}12'53''$ East, 121.49 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 7) South $52^{\circ}34'03''$ East, 57.26 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 8) South $26^{\circ}23'46''$ West, 50.81 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 9) South $67^{\circ}50'56''$ East, 108.73 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 10) North $40^{\circ}50'20''$ East, 50.00 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 11) South $59^{\circ}26'20''$ East, 469.79 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 12) South $64^{\circ}31'30''$ East, 100.40 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 13) South $59^{\circ}20'55''$ East, 161.93 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687 marking the beginning of a non-tangent curve concave southwesterly, having a radius of 926.00 feet and a central angle of $13^{\circ}07'36''$, from which the radius point bears South $31^{\circ}52'38''$ West;
- 14) along said curve to the right, an arc distance of 212.15 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687 marking the beginning of a non-tangent curve concave westerly, having a radius of 926.00 feet and a central angle of $57^{\circ}35'58''$, from which the radius point bears South $47^{\circ}51'29''$ West;
- 15) along said curve to the right an arc distance of 930.91 feet to the intersection of said curve with the southeastern line of Parcel No. 1 as described in said Indenture between the Southern Pacific Company and the United States of America (4121, Page 191);

Thence along the southeastern line of said lands of said Parcel 1 (4121 O.R. 191), the southeastern line of the said parcel of land described in the Indenture between the Southern Pacific Company and the United States of America (Doc. 79-030025) and the southeastern line of said parcel of land described in the Indenture between the Southern Pacific Company and the United States of America (4189 O.R. 197), South 44°38'39" West, 2418.42 feet to an angle point in the southeastern line of said parcel;

Thence continuing along said southeastern line (4189 O.R. 197), South 50°22'32" West, 2558.74 feet to the eastern most corner of Parcel Six of said Quitclaim Deed (Doc. 99222447);

Thence along the northern line of said Parcel Six, the following six courses:

- 1) North 81°56'42" West, 579.78 feet;
- 2) North 56°26'26" West, 360.91 feet;
- 3) North 20°08'21" West, 15.45 feet;
- 4) North 14°24'00" West, 25.00 feet;
- 5) North 00°04'48" East, 10.68 feet;
- 6) North 51°26'30" West, 210.65 feet to the **POINT OF BEGINNING**, containing 15,425,853 square feet (354.129 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

EXCEPTING THEREFROM, that portion of Parcel 1, as hereinabove described, commonly referred to as the **“Building 780 Parcel”** being more particularly described as follows:

Parcel 1A

A portion of that certain Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197), being Parcel B as described in that unrecorded “Transfer and Acceptance of Military Real Property” from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, 1998 (hereinafter referred to as the Building 780 Parcel), and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled “Oakland Army Terminal Boundary Map” prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990,

filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 77°06'11" East 1106.11 feet to the western most corner of said Building 780 Parcel, said corner being marked by a bolt and washer stamped "LS 6379", being the **POINT OF BEGINNING** of Parcel 1A as herein described;

Thence along the northwest, northeast, southeast and generally southwestern lines of said Building 780 Parcel, the following eight courses:

- 1) North 08°06'06" East, 425.20 feet to the northern most corner of said parcel, said corner being marked by a concrete nail and shiner stamped "LS 6379";
- 2) South 81°58'14" East, 655.73 feet to the eastern most corner of said parcel;
- 3) South 08°01'46" West, 294.89 feet to the southeast corner of said parcel, said corner being marked by a pipe and plug stamped "LS 6379";
- 4) North 82°02'59" West, 117.67 feet to an angle point in said generally southwestern line, said angle point being marked by a pipe and plug stamped "LS 6379";
- 5) North 07°49'06" East, 31.76 feet to an angle point in said generally southwestern line, said angle point being marked by a pipe and plug stamped "LS 6379";
- 6) North 82°00'47" West, 261.81 feet to an angle point in said generally southwestern line;
- 7) South 07°59'16" West, 161.25 feet to an angle point in said southwesterly line, said angle point being marked by a 2.5" brass disk and bolt stamped "LS 6379";
- 8) North 82°03'57" West, 276.78 feet to the **POINT OF BEGINNING**, containing 221,199 square feet (5.078 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

AND ALSO EXCEPTING THEREFROM, that portion of Parcel 1 as hereinabove described, commonly referred to as the "**Building 762 Parcel**" being more particularly described as follows:

Parcel 1B

A portion of that Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded February 15, 1979 as Document 79-030025, in the Office of the Recorder of said Alameda County (hereinafter referred to as Doc. 79-030025); A portion of the Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197); A portion of the lands described in that certain Final

Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (herein after referred to as Reel:032, Image 660), being the "Parcel Encompassing Building 762" as described in that certain unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated September 3, 1997 (herein after referred to as the Building 762 Parcel), and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence, North 43°48'16" East 958.07 feet to the western most corner of said Building 762 Parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671" being the **POINT OF BEGINNING** of Parcel 1B as herein described;

Thence, along the northwest, northeast, southeast and southwest lines of said parcel the following four courses:

- 1) North 41°02'39" East, 238.78 feet to the northern most corner of said parcel;
- 2) South 82°00'39" East, 299.96 feet to the eastern most corner of said parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671";
- 3) South 07°51'10" West, 200.86 feet to the southern most corner of said parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671";
- 4) North 81°54'53" West, 430.68 feet to the **POINT OF BEGINNING**, containing 73,278 square feet (1.682 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

The net area for Parcel 1 as herein above described (Parcel 1 area minus the areas for the Building 762 & 780 Parcels) contains 15,131,376 square feet (347.369 acres) more or less, measured in ground distances, of which 2,171,539 square feet (49.852 acres) is comprised of submerged lands, and 12,959,837 square feet (297.517 acres) is comprised of wharf structures and uplands.

Parcel 2

A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded October 6, 1941, in Book 4121 of Official Records, Page 191 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4121 O.R. 191) ; A portion of the lands described in that certain Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951, in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:032, Image 660); A portion of the lands described in that certain Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 16, 1951 in Book 6361 of Official Records, Page 334 in the Office of the Recorder of said Alameda County hereinafter referred to as 6361 O.R. 334); A portion of the lands described in that certain Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded May 23, 1960, Reel 092, Image 111 of Official Records, in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:092, Image:111), all of which are more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled “Oakland Army Terminal Boundary Map” prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22’05” East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S (6566 O.R. 301), said corner being the northwesterly terminus of the course “North 71°40’17” West 585.40 feet” in the description for said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2 ½” brass disk with punch mark stamped “City of Oakland Survey Station 8NW9” as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County

Official Records, said corner being the **POINT OF BEGINNING** of Parcel 2 as herein described;

Thence, along the northeastern, southeastern and southwestern lines of said Parcel 1, Tract 1 (6566 O.R. 301) the following six courses:

- 1) South 70°28'41" East, 585.40 feet to an angle point in said line;
- 2) South 72°37'22" East, 182.32 feet to an angle point in said line;
- 3) South 76°59'49" East, 90.66 feet to an angle point in said line;
- 4) South 73°41'18" East, 136.19 feet to the eastern most corner of said Parcel 1 , Tract 1(6566 O.R. 301);
- 5) South 17°25'06" West, 105.53 feet to the southern most corner of said Parcel 1, Tract 1 (6566 O.R. 301) said corner being the beginning of a non-tangent curve concave southwesterly, having a radius of 682.89 feet and a central angle of 9°29'05", from which beginning the radius bears South 41°48'27" West;
- 6) along said curve to the left, an arc distance of 113.04 feet to the northeast corner of Parcel 2 described in said Indenture between the Southern Pacific Company and the United States of America (4121 O.R. 191);

Thence along the southeastern line of said Parcel 2 (4121 O.R. 191), South 30°58'28" West, 943.37 feet to the eastern most corner of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002072863 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002072863);

Thence along the northeastern line of said Parcel 56444 (Doc. 2002072863) the following two courses:

- 1) North 42°37'24" West, 128.15 feet to the beginning of a curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 0°35'58";
- 2) along said curve to the left, an arc distance of 17.23 feet to a point on the southeastern line of Parcel A as described in an unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A will hereinafter be referred to as the Subaru Lot); said southeastern line being the course "South 56°00'54" West, 39.01 feet" in the description of said Parcel A (the Subaru Lot);

Thence departing from the said northeastern line of Parcel 56444 (Doc. 2002072863), along the southeastern, eastern, northeastern and northern lines of said Parcel A (the Subaru Lot), the following twenty-four courses:

- 1) North 56°00'39" East, 30.42 feet to an angle point in said line;
- 2) North 49°48'18" East, 93.04 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;
- 3) North 40°33'22" East, 49.03 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;
- 4) North 37°08'59" East, 99.92 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;
- 5) North 30°42'24" East, 148.96 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;
- 6) North 25°50'39" East, 100.04 feet to the beginning of a curve concave westerly having a radius of 199.99 feet and a central angle of 25°52'29", said beginning of curve being marked by a nail and washer with tag stamped LS 6379;
- 7) along said curve to the left, an arc distance of 90.32 feet to the beginning of a curve concave southwesterly, having a radius of 354.97 feet and a central angle of 59°49'02", said beginning of curve being marked by a nail and washer with tag stamped LS 6379;
- 8) along said curve to the left, an arc distance of 370.59 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;
- 9) North 71°25'40" West, 87.02 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;
- 10) North 74°35'56" West, 103.17 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;
- 11) North 71°46'24" West, 32.44 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;
- 12) North 70°14'16" West, 101.26 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;
- 13) North 69°21'45" West, 49.64 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;
- 14) North 63°28'21" West, 40.88 feet to an angle point in said line, said point being marked by a ¾" brass tag in concrete stamped LS 6379;
- 15) North 66°07'36" West, 44.94 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

16) North 69°32'54" West, 44.74 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

17) North 72°38'25" West, 67.85 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

18) North 70°15'39" West, 49.25 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped LS 6379;

19) South 80°41'00" West, 170.83 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped LS 6379;

20) North 87°09'05" West, 415.50 feet to beginning of a curve concave southerly, having a radius of 299.98 feet and a central angle of 25°11'31", said beginning of curve being marked by a 1" iron pipe with plug stamped LS 6379;

21) along said curve to the left, an arc distance of 131.90 feet to an angle point in said line;

22) South 67°39'24" West, 25.68 feet to the beginning of a curve concave southeasterly, having a radius of 199.99 feet and a central angle of 39°56'30", said beginning of curve being marked by a 1" iron pipe with plug and tack stamped LS 6379;

23) along said curve to the left, an arc distance of 139.42 feet to the beginning of a curve concave easterly, having a radius of 20.00 feet and a central angle of 29°55'43", said beginning of curve being marked by a 1 ½" brass disk and spike stamped LS 6379;

24) along said curve to the left, an arc distance of 10.45 feet to the intersection of said curve with the northeastern line of said Parcel 56444 (Doc. 2002072863), being a point on the course described as "South 65°41'47" East 135.08 feet" in the description of said Parcel 56444 (Doc. 2002072863);

Thence along said northeastern line of Parcel 56444 (Doc. 2002072863), the following seven courses:

1) North 65°41'40" West, 109.04 feet to an angle point in said line;

2) North 49°47'18" West, 162.81 feet to an angle point in said line;

3) North 54°46'46" West, 103.19 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on Record of Survey No. 1687 filed in Book 25 of Records of Surveys, at Pages 58-69, Alameda County Official Records;

4) North 47°07'33" West, 55.66 feet to the beginning of a curve concave southwesterly, having a radius of 1160.00 feet and a central angle of 12°07'10", said beginning of curve being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

5) along said curve to the left, an arc distance of 245.37 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

6) North 59°14'43" West, 262.30 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

7) North 57°29'34" West, 66.49 feet to a point on a non-tangent curve concave southerly, having a radius of 1252.80 feet and a central angle of 8°05'48", from which the radius point bears South 08°32'47" East, said beginning of non-tangent curve being on a point on the generally northern line of "Parcel 3, Baldwin Yard" as shown on Record of Survey No. 1704, filed in Book 26 of Records of Surveys, at Page 65, Alameda County Official Records;

Thence departing from said northeastern line of Parcel 56444 (Doc. 2002072863), along said generally northern line of "Parcel 3, Baldwin Yard", the following three courses:

1) along said curve to the right, an arc distance of 177.04 feet to the beginning of a non-tangent curve concave southerly having a radius of 3336.10 feet and a central angle of 19°16'27", from which the radius point bears South 00°34'42" East;

2) along said curve to the right, an arc distance of 1122.26 feet to an angle point in said line;

3) South 71°17'43" East, 326.69 feet to an angle point in said line;

Thence departing from said generally northern line, South 70°28'52" East, 223.98 feet to a point on the northwest line of Parcel 2, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L (Reel: 32, Image:660) also being the northwest line of former 34th Street (now Wake Avenue);

Thence along said northwest line of said Parcel 2, Tract 14 (Reel: 32, Image:660), North 79°57'58" East, 36.10 feet to the eastern most corner of said lands described in said Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L (Reel: 92, Image: 111);

Thence departing from said northwest line of said Parcel 2, Tract 14 (Reel: 32, Image:660), South 13°11'35" East, 60.09 feet to a point on the southeast line of said Parcel 2, Tract 14, also being the southeast line of former 34th Street (now Wake Avenue);

Thence along said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660), North 79°57'58" East 11.54 feet to the **POINT OF BEGINNING**, containing 700,924 square feet (16.091 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

TOGETHER WITH:

Parcel 2A

All right, title and interest in and to Tract 1, Parcel 2 described in that certain Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951, in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301), being (1) all right title and interest in and to the existing over-head vehicular and/or railroad trestle located on said land (to the extent that the trestle still exists), and (2) A Perpetual Easement to use, patrol, maintain, operate, repair and/or reconstruct said existing over-head vehicular and/or railroad trestle in, over and across the property, including (but not by way of limitation) all such rights as were created by deed from Southern Pacific Railroad Company, a corporation, et al., to State of California, dated January 26, 1940 and recorded December 18, 1940 in Volume 4015 at page 159, Official Records of Alameda County (hereinafter referred to as 4015 O.R. 159), and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Han Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S (6566 O.R. 301), said corner being the northwestern terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence, along the generally northeastern line of said Parcel 1, Tract 1 (6566 O.R. 301) the following four courses:

- 1) South 70°28'41" East, 585.40 feet to an angle point in said line;
- 2) South 72°37'22" East, 182.32 feet to an angle point in said line;
- 3) South 76°59'49" East, 90.66 feet to an angle point in said line;

4) South $73^{\circ}41'18''$ East, 136.19 feet to the eastern most corner of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being the **POINT OF BEGINNING** of Parcel 2A as herein described;

Thence South $73^{\circ}42'10''$ East, 3.70 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 534.64 feet and a central angle of $33^{\circ}28'21''$, from which the radius point bears South $36^{\circ}56'18''$ West;

Thence along said curve to the right, an arc distance of 312.34 feet to the beginning of a non-tangent curve concave westerly, having a radius of 3984.81 feet and a central angle of $1^{\circ}34'21''$, from which beginning the radius point bears North $70^{\circ}35'22''$ West;

Thence along said curve to the right, an arc distance of 109.36 feet to the beginning of a non-tangent curve concave westerly, having a radius of 4595.37 feet and a central angle of $0^{\circ}17'23''$, from which beginning the radius point bears North $69^{\circ}01'01''$ West;

Thence along said curve to the right, an arc distance of 23.24 feet;

Thence South $05^{\circ}47'40''$ East, 45.22 feet;

Thence South $25^{\circ}13'46''$ West, 15.00 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 655.70 feet and a central angle of $3^{\circ}38'17''$, from which the radius point bears South $54^{\circ}58'48''$ East;

Thence along said curve to the left, an arc distance of 41.63 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 434.65 feet and a central angle of $52^{\circ}03'51''$, from which beginning the radius point bears North $84^{\circ}55'35''$ West;

Thence along said curve to the left, an arc distance of 394.96 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 682.84 feet and a central angle of $1^{\circ}11'51''$, from which beginning the radius point bears South $44^{\circ}12'24''$ West;

Thence along said curve to the left, an arc distance of 14.27 feet;

Thence North $17^{\circ}25'06''$ East, 105.53 feet to the **POINT OF BEGINNING**, containing 34,969 square feet (0.803 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

AND ALSO TOGETHER WITH:

Parcel 2B

That portion of the lands described in that certain Indenture between the United States of America and the East Bay Municipal Utility District, recorded August 22, 1973 at Reel 3494, Image 953 in the office of the Recorder of said Alameda County (Reel:3494, Image:953), being

an Easement for Army Drill Track Purposes over and across said portion of lands (Reel:3494, Image:953) being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S (6566 O.R. 301), said corner being the northwestern terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), being a point on the southeast line of Parcel 2, Tract 14 as described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of Alameda County (hereinafter referred to as Reel: 32, Image:660), said corner being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence along said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660), also being the southeast line of former 34th Street (now Wake Avenue) the following two courses:

1) North 79°57'58" East, 295.64 feet;

2) North 76°48'55" East, 942.61 feet to a point on a curve that is concentric with and 60.00 feet westerly of the western line of the Southern Pacific Company Right of Way, as said right of way is shown upon said unrecorded map (the Army Map), said western line also being the eastern line of said easement for drill track purposes (Reel:3494, Image:953), said concentric curve being a non-tangent curve concave westerly, having a radius of 7529.50 feet and a central angle of 4°36'37", from which the radius point bears North 75°31'12" West, said point on said concentric curve being the **POINT OF BEGINNING** of Parcel 2B as herein described;

Thence along said concentric curve to the left, an arc distance of 605.85 feet to the beginning of a compound curve concave westerly, having a radius of 10632.98 feet and a central angle of 1°47'52", from which beginning the radius point bears North 80°07'49" West, said compound curve also being concentric with and 60.00 feet westerly of the western line of the said Southern

Pacific Company Right of Way as said right of way is shown upon said unrecorded map (the Army Map);

Thence along said concentric curve to the left, an arc distance of 333.62 feet to the northeastern line of the said lands described in that certain Indenture between the United States of America and the East Bay Municipal Utility District (Reel:3494, Image:953);

Thence along said northeastern line South $58^{\circ}07'37''$ East, 65.54 feet to a point on said western line of the said Southern Pacific Company Right of Way as said right of way is shown upon said unrecorded map (the Army Map), said point being the beginning of a non-tangent curve concave westerly, having a radius of 10692.98 feet and a central angle of $1^{\circ}39'22''$, from which beginning the radius point bears North $81^{\circ}47'10''$ West;

Thence along said western line of the said Southern Pacific Company right of way as said right of way is shown upon said unrecorded map (the Army Map) the following two courses:

1) along said curve to the right, an arc distance of 309.06 feet to the beginning of a compound curve, concave westerly having a radius of 7589.49 feet and a central angle of $4^{\circ}22'23''$;

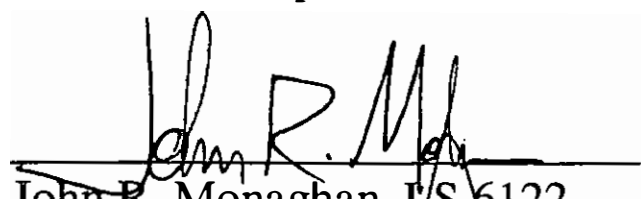
2) along said curve to the right, an arc distance of 579.26 feet to said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660);

Thence along said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660), South $76^{\circ}48'55''$ West, 67.67 feet to the **POINT OF BEGINNING**, containing 54,841 square feet (1.259 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Records of Surveys, Pages 50-60, Alameda County Records unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

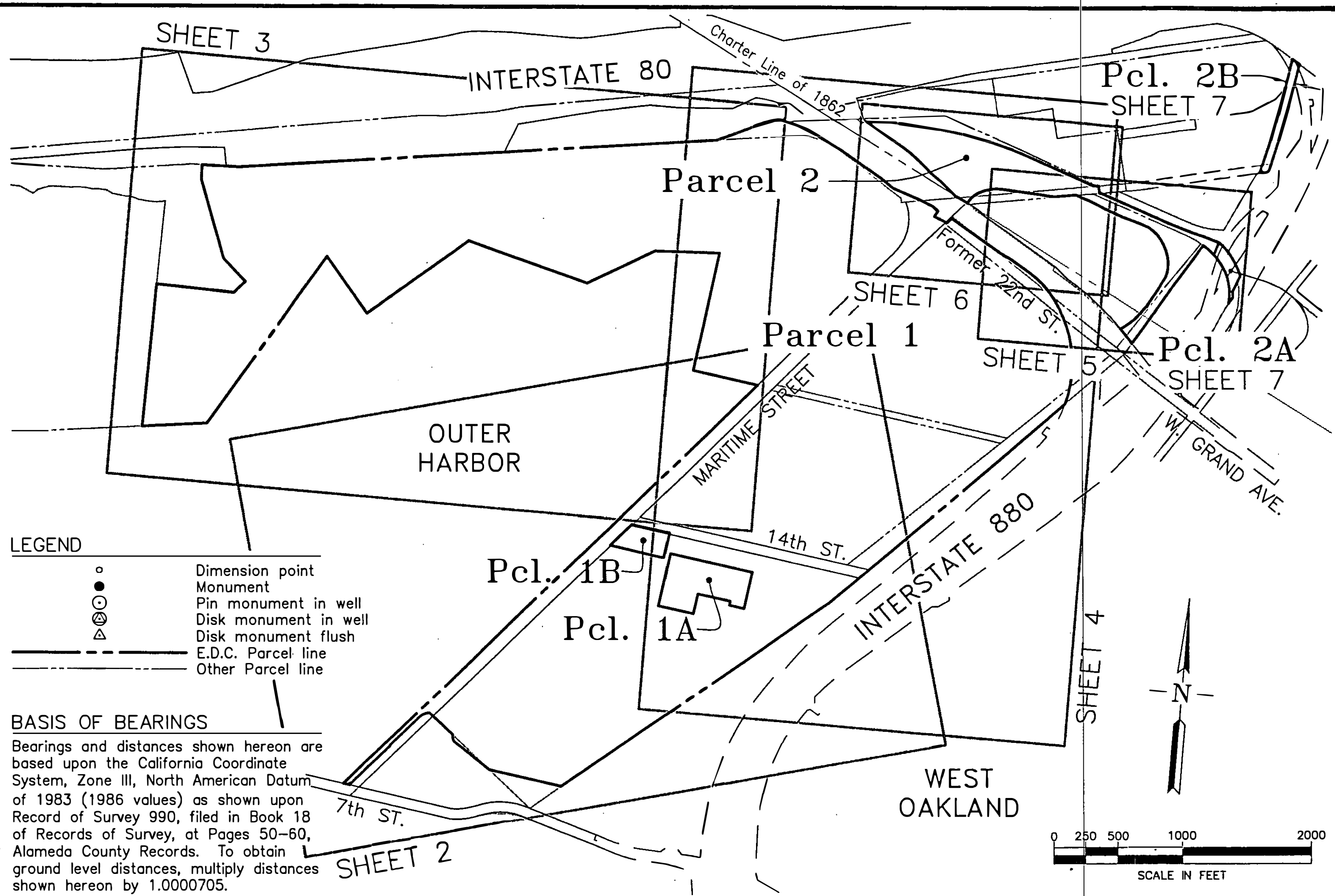
End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in April 2003.


John R. Monaghan, LS 6122
License Expires: 03/31/06

7/24/03
Date





LEGEND

- o Dimension point
- Monument
- ⊙ Pin monument in well
- ⊗ Disk monument in well
- ⊕ Disk monument flush
- E.D.C. Parcel line
- - - Other Parcel line

BASIS OF BEARINGS

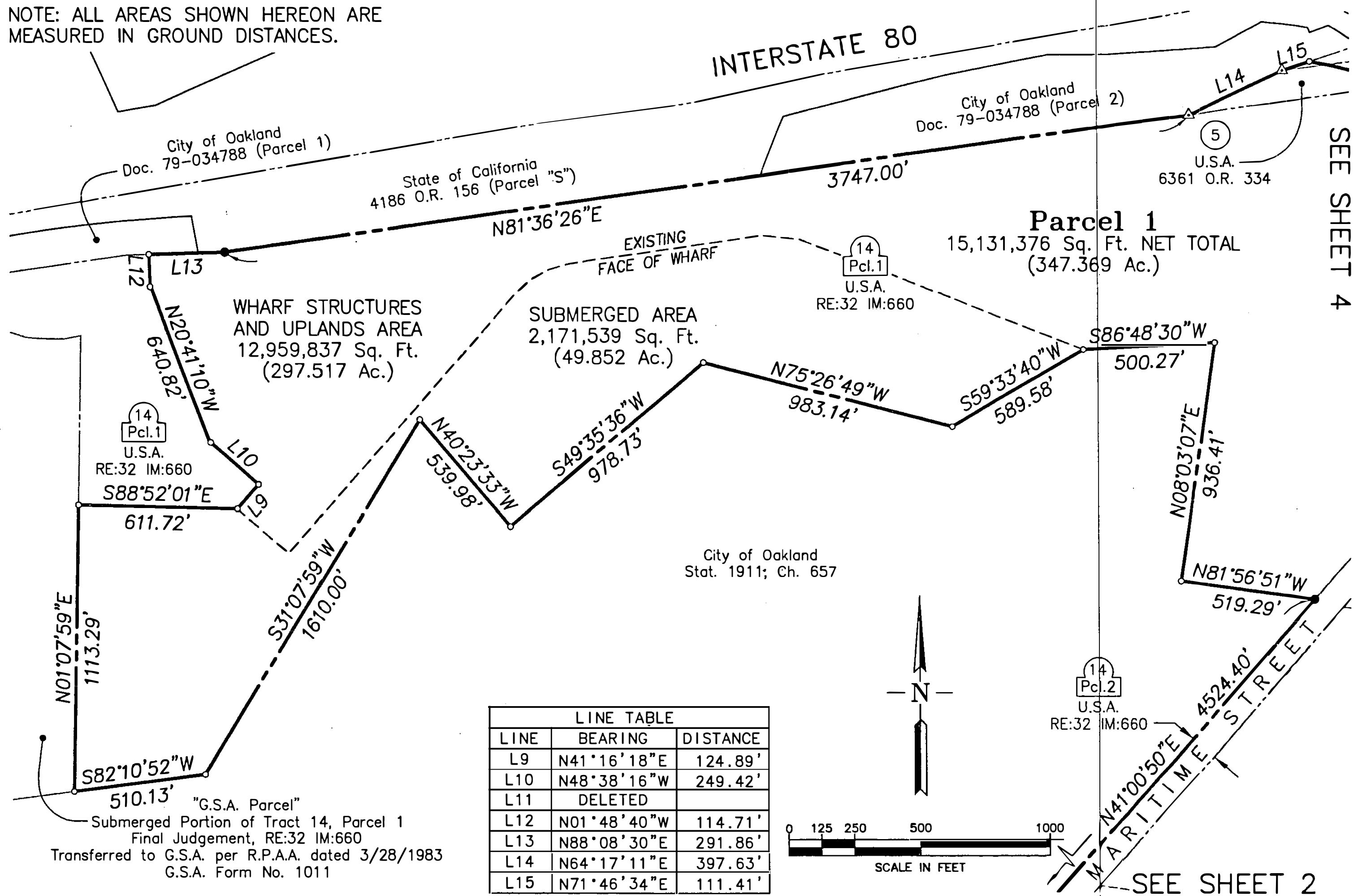
Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.

PORT OF OAKLAND
LAND SURVEYS AND MAPPING
530 Water Street
Oakland, California

EXHIBIT "A"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Fiel d Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 1000'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 1 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC. > EDC-PLAT_R5.DWG (1)	

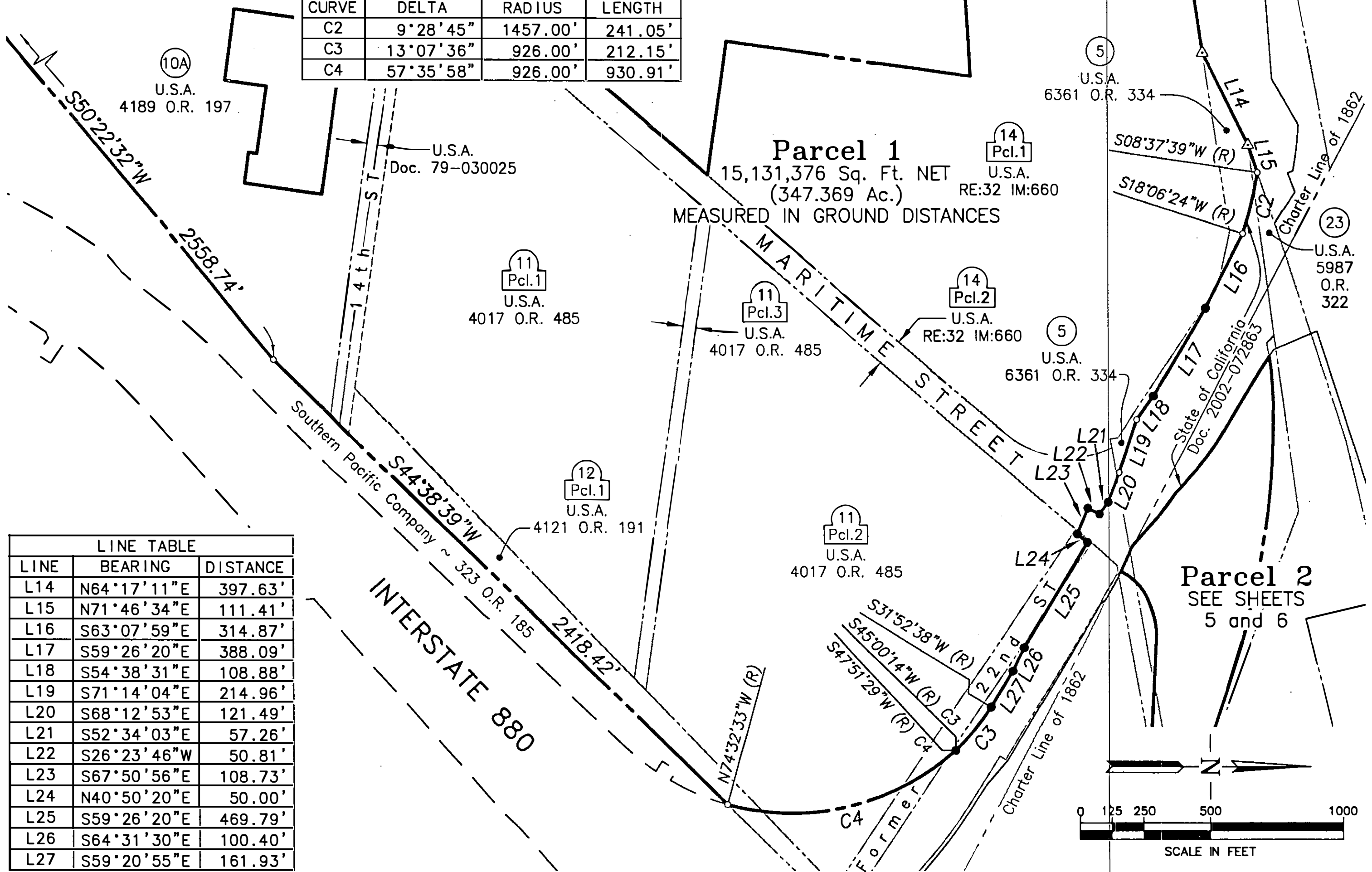
NOTE: ALL AREAS SHOWN HEREON ARE MEASURED IN GROUND DISTANCES.



SEE SHEET 2

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	9°28'45"	1457.00'	241.05'
C3	13°07'36"	926.00'	212.15'
C4	57°35'58"	926.00'	930.91'

SEE SHEET 3



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California

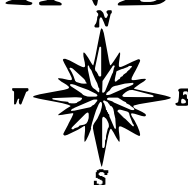


EXHIBIT "A"

PLAT TO ACCOMPANY LEGAL DESCRIPTION
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 500'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 4 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC. > EDC-PLAT_R5.DWG (4)	

MEASURED IN GROUND DISTANCES

E.B.M.U.D.
RE:3494 IM:953

RADIAL TABLE	
RADIAL	BEARING
R2	S47°22'36"W
R3	S46°46'37"W

LINE TABLE		
LINE	BEARING	DISTANCE
L45	S72°37'22"E	182.32'
L46	S76°59'49"E	90.66'
L47	S73°41'18"E	136.19'
L48	S17°25'06"W	105.53'
L49	N42°37'24"W	128.15'
L50	N56°00'39"E	30.42'
L51	N49°48'18"E	93.04'
L52	N40°33'22"E	49.03'
L53	N37°08'59"E	99.92'
L54	N30°42'24"E	148.96'
L55	N25°50'39"E	100.04'
L56	N71°25'40"W	87.02'
L57	N74°35'56"W	103.17'
L58	N71°46'24"W	32.44'
L59	N70°14'16"W	101.26'
L60	N69°21'45"W	49.64'
L61	N63°28'21"W	40.88'
L62	N66°07'36"W	44.94'
L63	N69°32'54"W	44.74'
L64	N72°38'25"W	67.85'
L65	N70°15'39"W	49.25'
L66	S80°41'00"W	170.83'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C5	9°29'05"	682.89'	113.04'
C6	0°35'58"	1647.00'	17.23'
C7	25°52'29"	199.99'	90.32'
C8	59°49'02"	354.97'	370.59'

PORT OF OAKLAND

LAND SURVEYS AND MAPPING

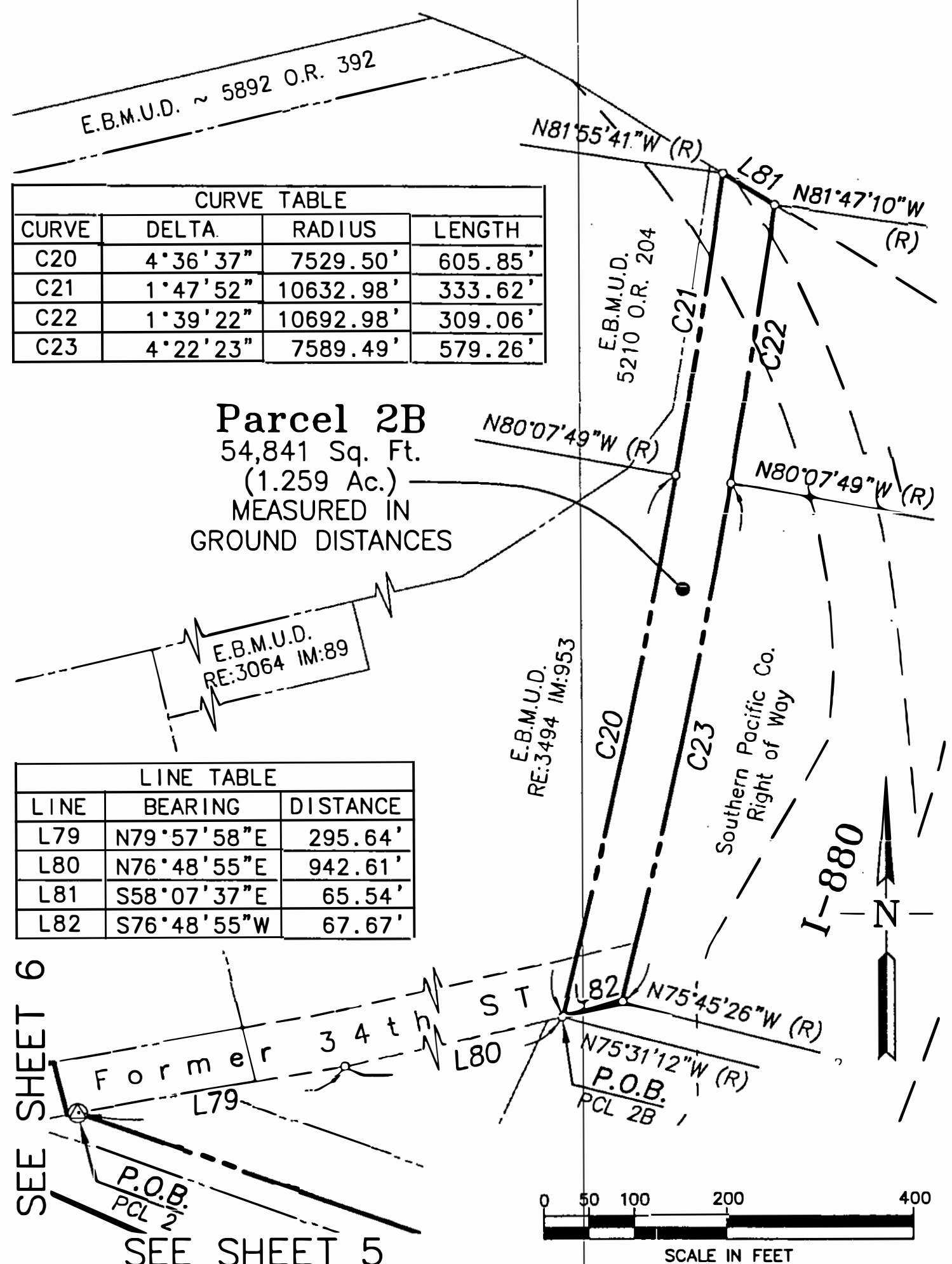
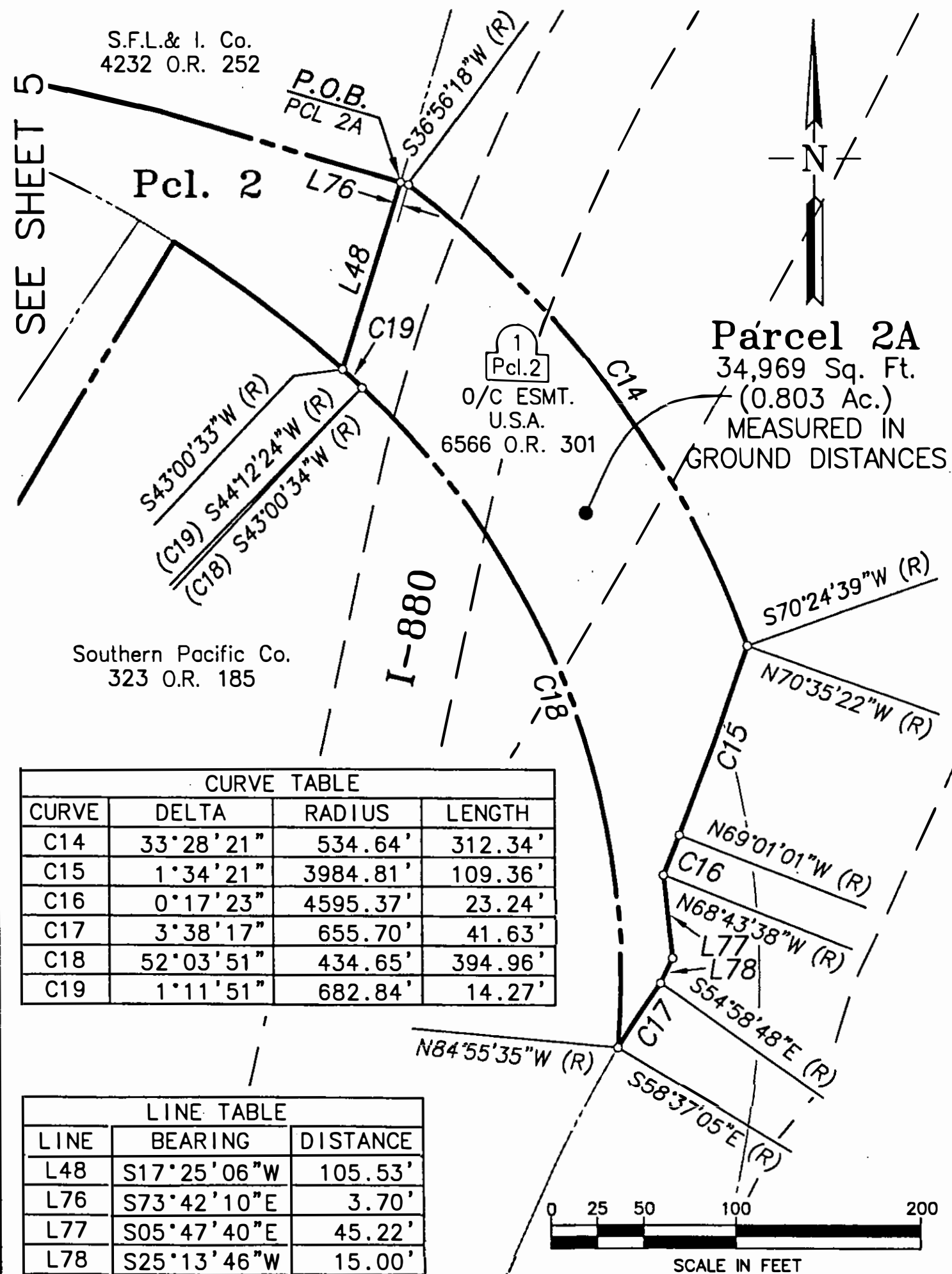
530 Water Street
Oakland, California



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ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 200'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 5 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC. > EDC-PLAT_R5.DWG (5)	



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California

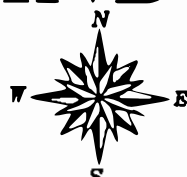


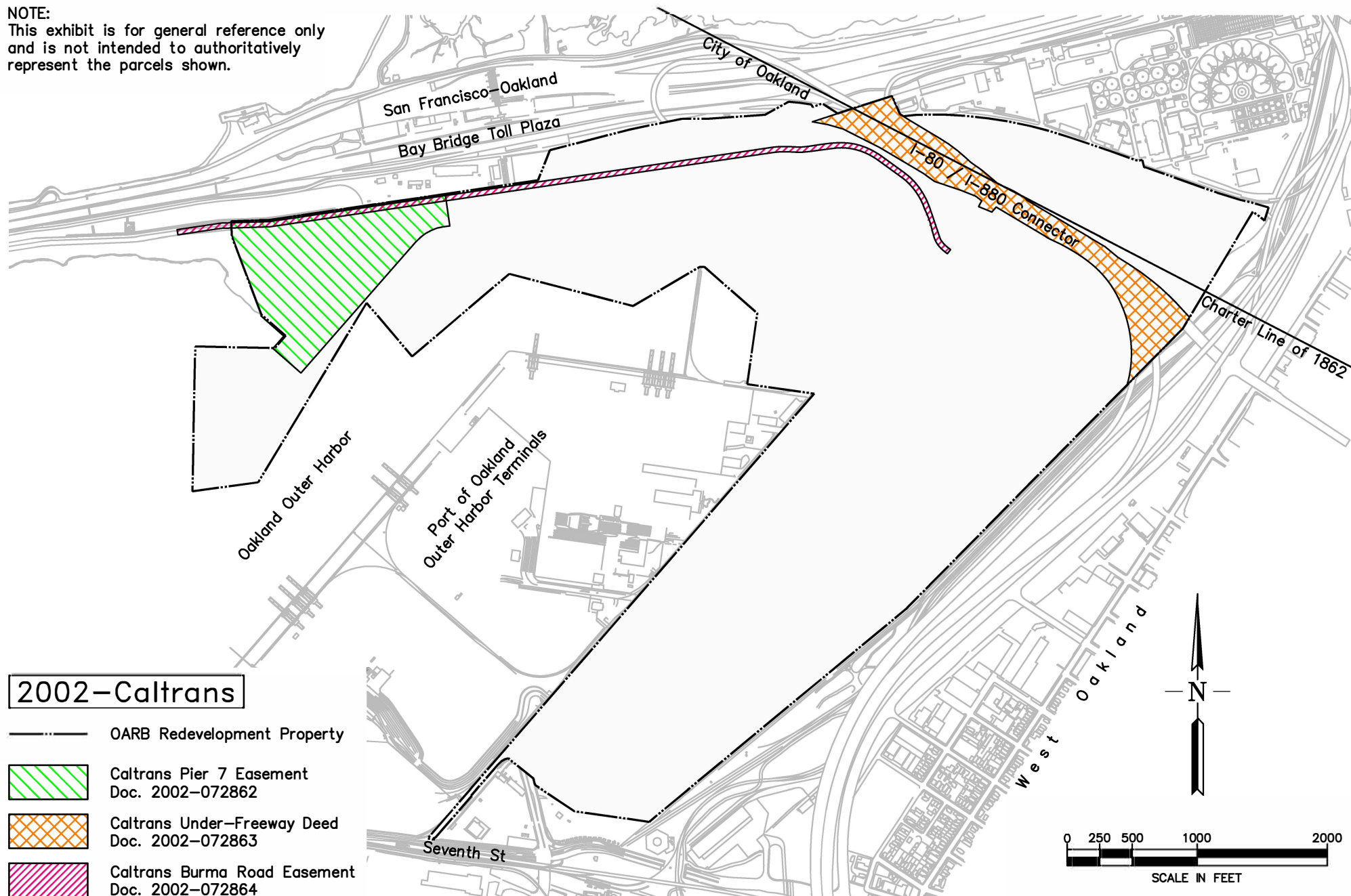
EXHIBIT "A"

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ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = AS NOTED	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 7 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.: EDC-PLAT_R5.DWG (6)	

NOTE:

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and is not intended to authoritatively
represent the parcels shown.



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
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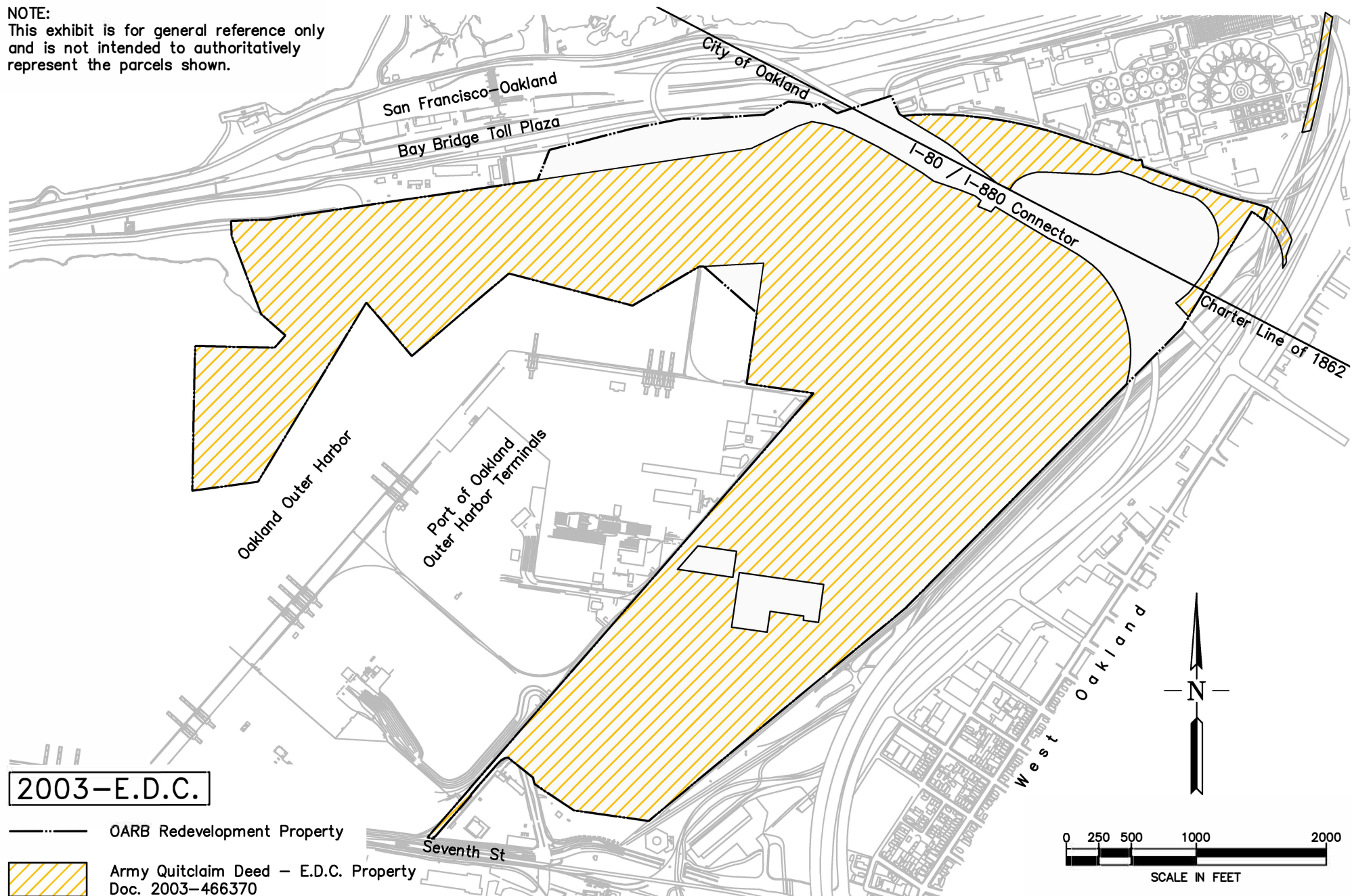
EXHIBIT 2.1

ARMY BASE M.O.A.

REAL PROPERTY TRANSACTIONS

DRAWN BY: DAM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: 1"= 1000'	Data File:
DATE: 5/31/2007	Revision: 2
SHEET 1 OF 6	Rev. date: 06/14/07
ATTACHMENTS: x_Outer-Harbor.dwg	
FILE LOC.> MOA_EX-2-1_R2.dwg	

NOTE:
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PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
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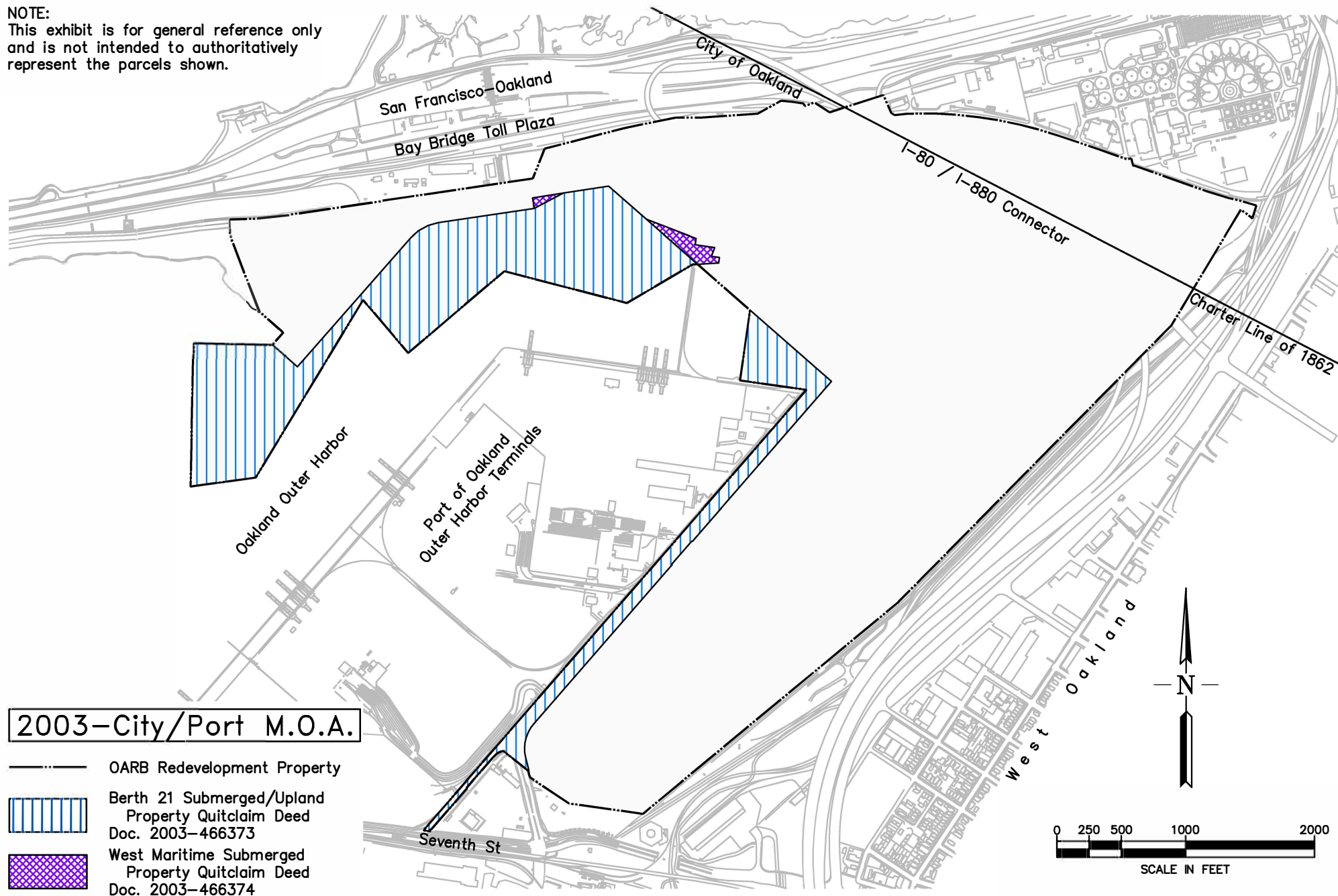
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ARMY BASE M.O.A.

REAL PROPERTY TRANSACTIONS

DRAWN BY: DAM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: 1" = 1000'	Data File:
DATE: 5/31/2007	
SHEET 2 OF 6	Rev. date: 06/14/07
ATTACHMENTS: x_Outer-Harbor.dwg	
FILE LOC.> MOA_EX-2-1_R2.dwg	

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PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
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(510) 627-1100

EXHIBIT 2.1

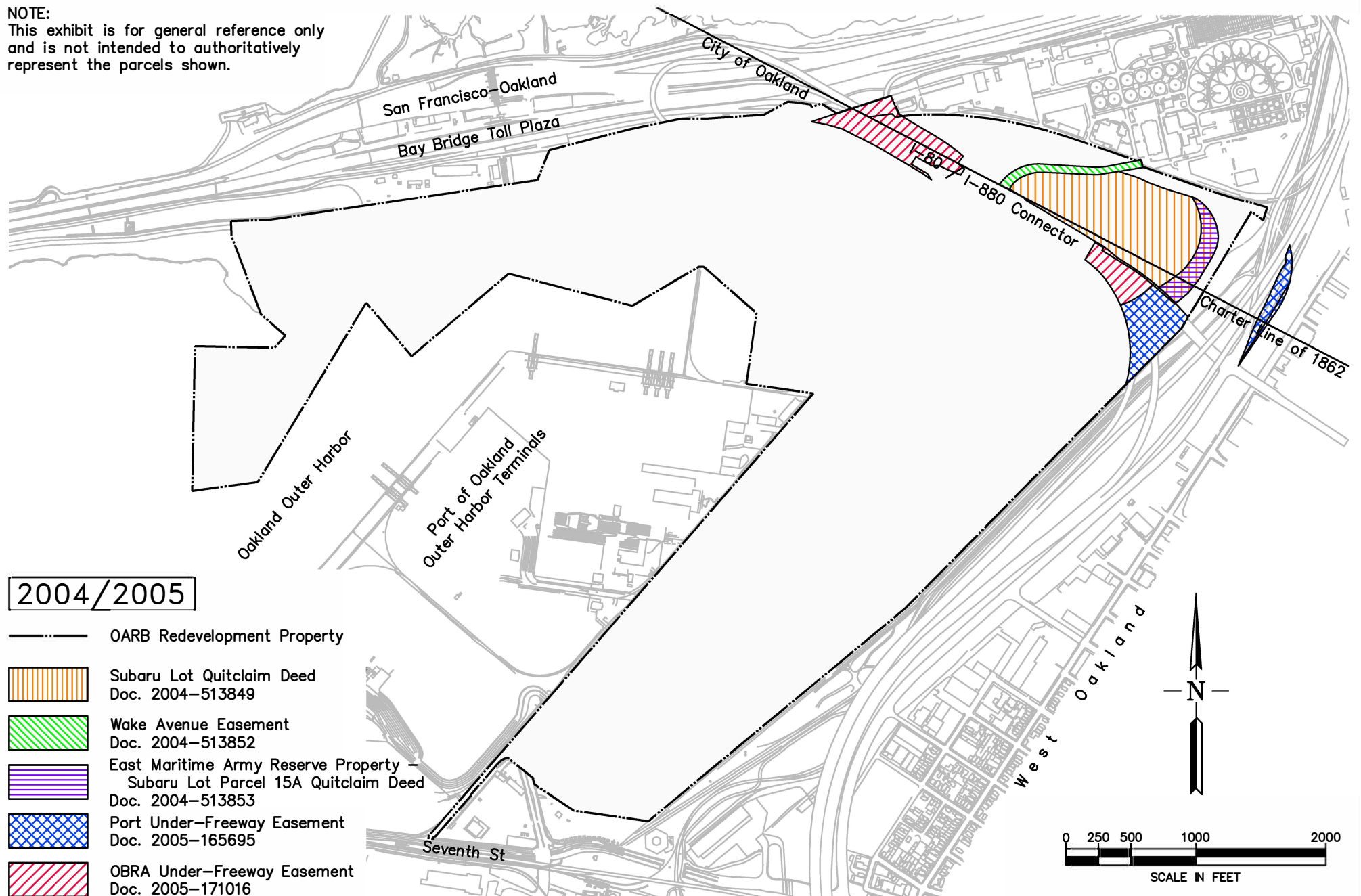
ARMY BASE M.O.A.

REAL PROPERTY TRANSACTIONS

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SHEET 3 OF 6	Rev. date: 06/14/07
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LAND SURVEYS AND MAPPING



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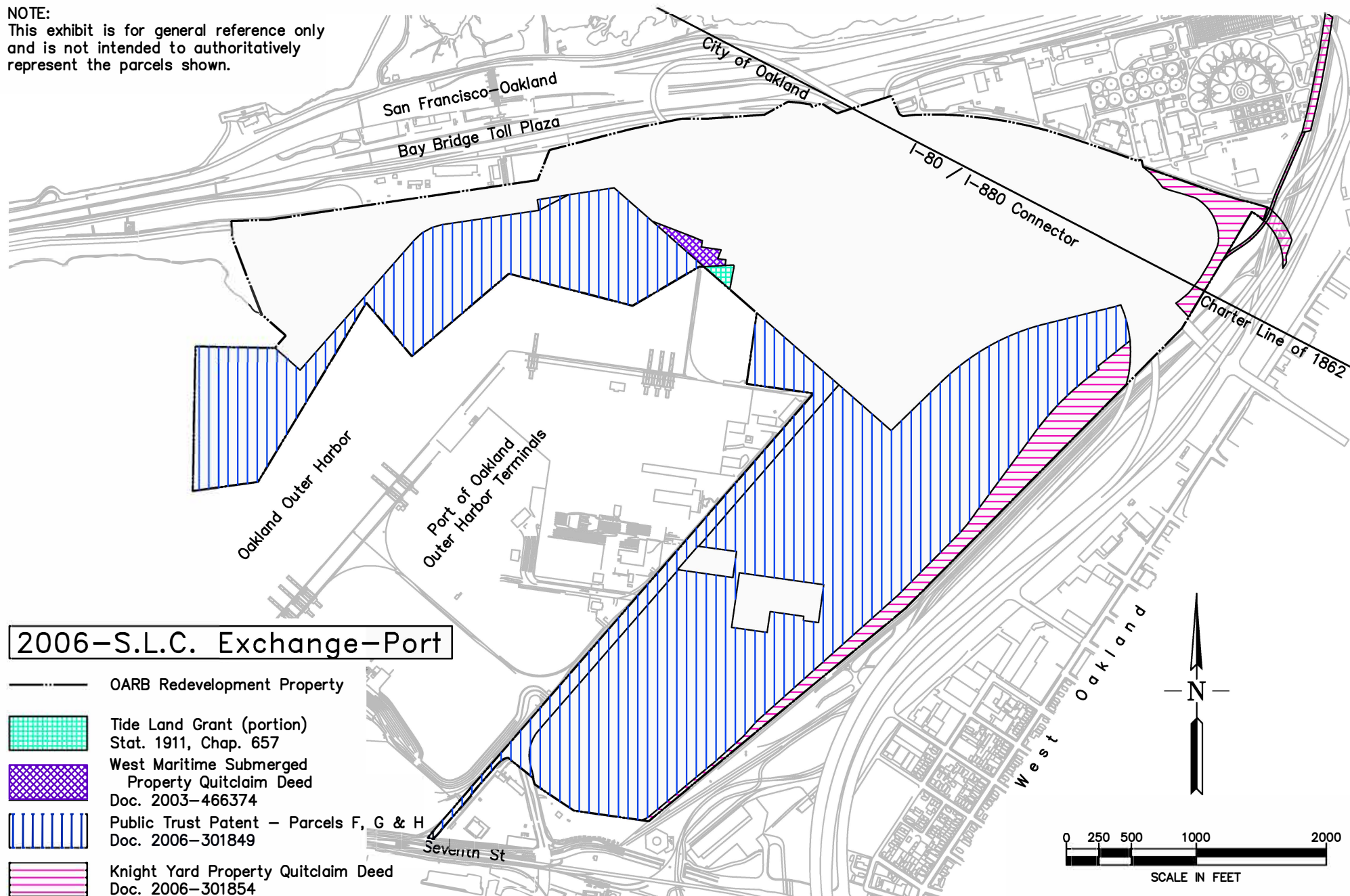
EXHIBIT 2.1

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CHECKED BY:	Wrk. Ord: 104105
SCALE: 1"= 1000'	Data File:
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EXHIBIT 2.1

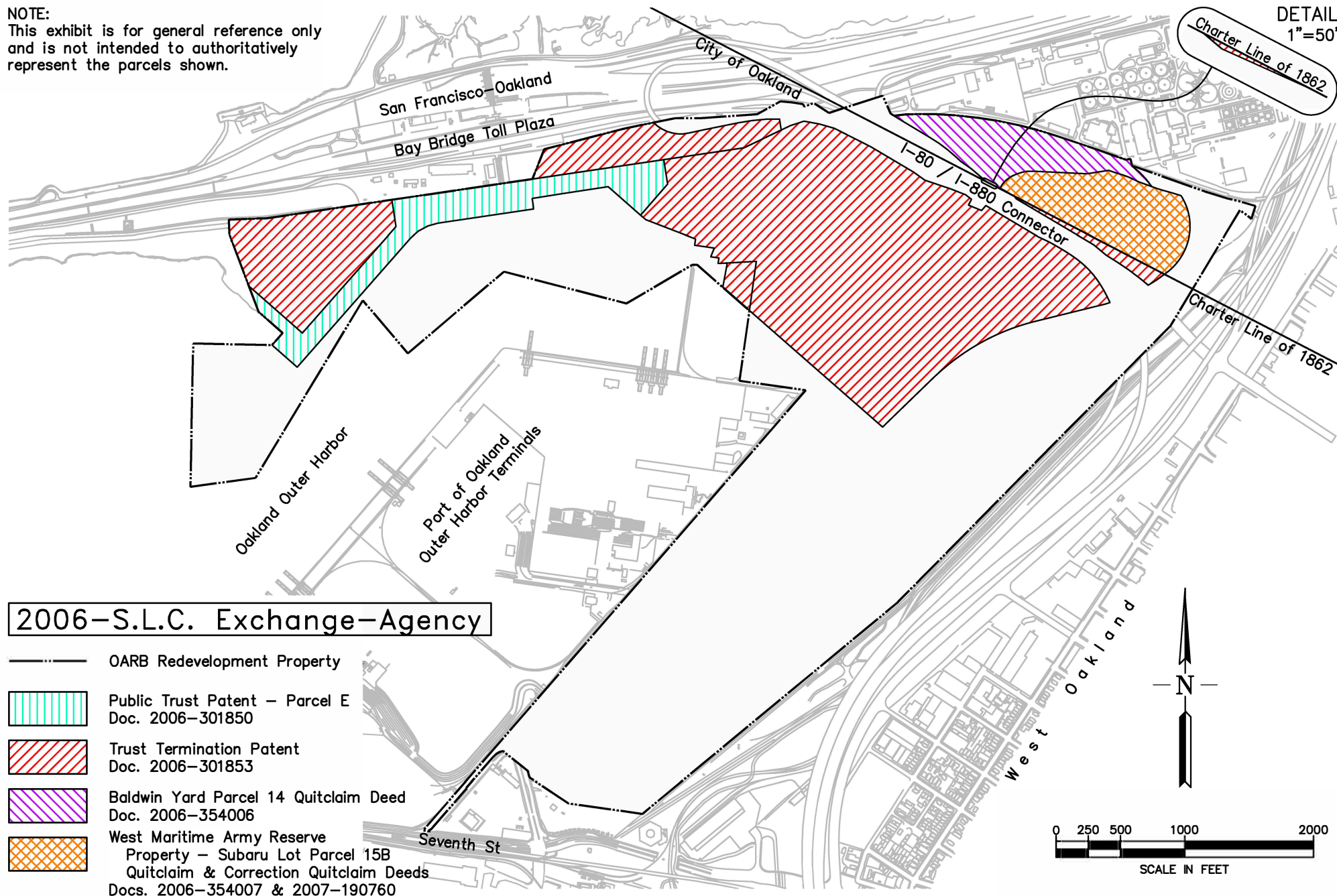
ARMY BASE M.O.A.

REAL PROPERTY TRANSACTIONS

DRAWN BY: DAM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: 1"= 1000'	Data File:
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DETAIL
1"=50'



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SHEET 6 OF 6	Rev. date: 06/14/07
ATTACHMENTS: x_Outer-Harbor.dwg	
FILE LOC.> MOA_EX-2-1_R2.dwg	

Attachment 3

Proposed Caption Summary

**Before the
Surface Transportation Board**

STB FINANCE DOCKET NO. 36303

**CITY OF OAKLAND, CA
– ACQUISITION EXEMPTION –
FORMER OAKLAND ARMY BASE, ALAMEDA COUNTY, CA**

CAPTION SUMMARY

The City of Oakland, California (the “City”), has filed a notice of exemption for prior acquisition of the real property interests, including rail lines and associated infrastructure (the “Line”), of property known as the former Oakland Army Base located in Oakland, Alameda County, California. The City, through its predecessors-in-interests Oakland Base Reuse Authority and Oakland Redevelopment Agency, acquired the Line along with a portion of the former Oakland Army Base through a series of fee and easement transactions between 2003 and 2012. The Line is comprised of 22,200 feet of spur and industrial rail lines located on City-acquired property. At the time of acquisition, the City did not seek authority from the Surface Transportation Board, and is filing this notice in order to rectify its oversight.

The City has acquired the real property and facilities associated with the Line, but will not serve as a rail carrier or operate over the line, and instead will seek a third-party operator at a future point in time once there is demonstrated demand and funding for rail service.

Comments must be filed with the Board and served on Charles A. Spitulnik, Kaplan Kirsch & Rockwell LLP, 1634 Eye (I) Street, NW, Suite 300, Washington, DC 20036, (202) 955-5600.

The notice is filed under 49 C.F.R. § 1150.31. If the notice contains false or misleading information, the exemption is void *ab initio*. The filing of a petition to revoke will not automatically stay the transaction.