

COVENANT

RECORDING REQUESTED BY:

City of Alameda
Community Development Department
950 West Mall Square
Alameda, California 94501
Attention: Director



2019100993

05/30/2019 01:02 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK
RECORDING FEE: 0.00

WHEN RECORDED, MAIL TO:

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



23 PGS

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

991
23 NK
OK

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION

(Re: Parcel No. _____ - DTSC Site Code 201971)

This Covenant and Agreement (Covenant) is made by and between the City of Alameda (City or the Covenantor), the current owner of certain property, situated in the City of Alameda, County of Alameda, State of California, described and depicted in Exhibit "A1" (the Property), and the Department of Toxic Substances Control (Department). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence of hazardous materials as defined in California Health and Safety Code section 25260. The Covenanter and the Department, collectively referred to as the "Parties", hereby agree that, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, the use of the Property be restricted as set forth in this Covenant; and that the

Covenant shall conform with the requirements of the California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.1 Property Location. The Property, as depicted on Exhibit "A", is made up of approximately 5.3 acres, and is located within the Former Alameda Point Naval Air Station (NAS Alameda), Alameda, California. The hazardous substances of concern are located under the Property within the marsh crust and subtidal area (defined below), as depicted on Exhibit "B".

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

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

1.3 Decision Document. The "Remedial Action Plan/Record of Decision for the Marsh Crust at the Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex and for the Marsh Crust and Former Subtidal Area at Alameda Point" (RAP/ROD) was approved and finalized February 2, 2001. The RAP/ROD requires environmental restrictions in the Navy deed and a separate covenant to restrict use of Property between the Department and

City at the time of transfer. The NAS Alameda property transferred from the Navy to the City on MAY 30, 2019, and this Covenant is fulfilling the requirements in the RAP/ROD.

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

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

ARTICLE II DEFINITIONS

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

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

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

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

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

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

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

ARTICLE III GENERAL PROVISIONS

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

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

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

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

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

ARTICLE IV RESTRICTIONS AND REQUIREMENTS

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

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

ARTICLE V
ENFORCEMENT

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

ARTICLE VI
VARIANCE REMOVAL AND TERM

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

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

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

ARTICLE VII
MISCELLANEOUS

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

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

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

To Owner:

City of Alameda
Community Development Department
950 West Mall Square
Alameda, CA 94501
Attention: Director

To Department:

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

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

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

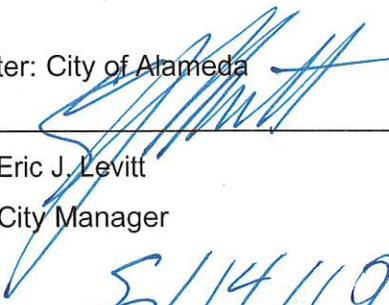
7.5 Statutory References. All statutory or regulatory references include successor provisions.

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

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenanter: City of Alameda

By:

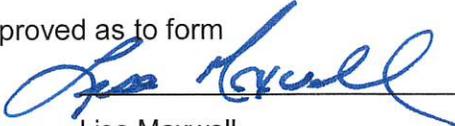

Eric J. Levitt
City Manager

Date:

5/14/19

Approved as to form

By:

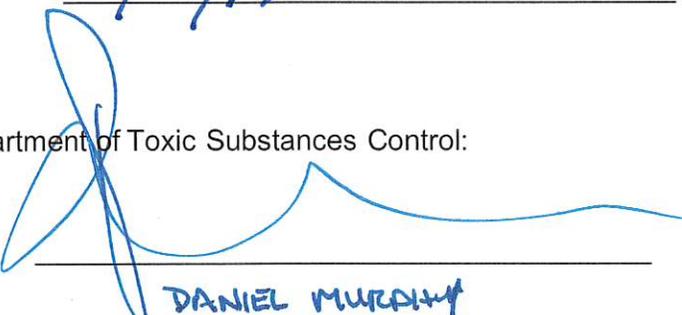

Lisa Maxwell
Assistant City Attorney

Date:

5/13/19

Department of Toxic Substances Control:

By:


DANIEL MURPHY
Acting Branch Chief
Brownfields and Environmental Restoration Program

Date:

5/16/19

ACKNOWLEDGMENT

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

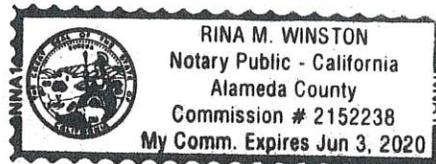
On May 14, 2019 before me, Rina M. Winston ^{NOTARY PUBLIC}
(insert name and title of the officer)

personally appeared ERIC J. Levitt
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 Rina M. Winston (Seal)



ACKNOWLEDGMENT

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

On 5/16/2019 before me, Leslie M. Johnson, Notary
(insert name and title of the officer)

personally appeared Daniel Murphy
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 [Handwritten Signature]



(Seal)

EXHIBIT "A"

LEGAL DESCRIPTIONS AND PLATS OF PROPERTY

Exhibit A1

Legal Description of the Property

Alameda City Roadway Parcel

Portion of Site 25

**LEGAL DESCRIPTION
ROADWAY DEDICATION
ALAMEDA, CALIFORNIA**

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

BEING A PORTION OF PARCELS 1 AND 2, AS SAID PARCELS 1 AND 2 ARE DESCRIBED IN THAT CERTAIN DEED RECORDED FEBRUARY 14, 1955, IN BOOK 7567 OF OFFICIAL RECORDS, AT PAGE 117, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, AND A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 10, 1966, IN REEL 1821, IMAGE 494 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, ALSO BEING A PORTION OF PARCEL 2, AS SAID PARCEL 2 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY, AT PAGE 14, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERN LINE OF SAID PARCEL 2 (28 RS 14), SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 02°46'51" EAST 1161.37 FEET" ON SHEET 8 OF 12 OF SAID RECORD OF SURVEY (28 RS 14), SAID POINT ALSO BEING A POINT ON THE WESTERN LINE OF THAT CERTAIN PARCEL DESIGNATED AS "FISC SOUTH" IN THAT CERTAIN DEED RECORDED AUGUST 2, 2001, IN DOCUMENT NO. 2001-280973 OF OFFICIAL RECORDS, AND RE-RECORDED ON JUNE 2, 2003, IN DOCUMENT NO. 2003-316321 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE QUITCALIM DEED RECORDED NOVEMBER 12, 2009 AS DOCUMENT NUMBER 2009-356111 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID SOUTHEASTERN CORNER (DN 2009-356111), ALONG THE SOUTHERN LINE OF SAID QUITCLAIM DEED (DN 2009-356111), NORTH 87°21'52" WEST 426.49 FEET TO THE SOUTHWESTERN CORNER OF SAID QUITCLAIM DEED (DN 2009-356111), SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION RECORDED JUNE 29, 2015 AS DOCUMENT NUMBER 2015-179319 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, LEAVING SAID SOUTHEASTERN CORNER, ALONG THE SOUTHERN LINE OF SAID PARCEL (DN 2015-179319), THE FOLLOWING FIVE (5) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 75.01 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 02°37'14" WEST, THROUGH A CENTRAL ANGLE OF 55°21'57", AN ARC DISTANCE OF 72.48 FEET,
- 2) ALONG THE ARC OF A COMPOUND 15.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 52°44'43" EAST,

THROUGH A CENTRAL ANGLE OF $85^{\circ}53'39''$, AN ARC DISTANCE OF 22.49 FEET,

- 3) ALONG THE ARC OF A NON-TANGENT 378.03 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $41^{\circ}21'38''$ WEST, THROUGH A CENTRAL ANGLE OF $39^{\circ}27'38''$, AN ARC DISTANCE OF 260.35 FEET,
- 4) NORTH $88^{\circ}06'00''$ WEST 463.93 FEET, AND
- 5) THENCE, ALONG THE ARC OF A TANGENT 197.01 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $41^{\circ}24'01''$, AN ARC DISTANCE OF 142.35 FEET TO THE NORTHEASTERN CORNER OF PARCEL 2A OF THOSE CERTAIN LANDS TRANSFERRED TO THE DEPARTMENT OF HOMELAND SECURITY, U.S. COAST GUARD MAINTENANCE AND LOGISTICS COMMAND PACIFIC THROUGH THE DEPARTMENT OF NAVY (DOD) BY THAT CERTAIN DOCUMENT ENTITLED "TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY" (DD FORM 1354), DATED MARCH 11, 2008, SAID PARCEL 2A ALSO BEING SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 2113, RECORDED MAY 1, 2007, IN BOOK 31 OF RECORDS OF SURVEYS, AT PAGE 98, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID NORTHEASTERN CORNER OF PARCEL 2A (31 RS 98), ALONG THE SOUTHEASTERN, SOUTHERN AND WESTERN LINES OF SAID PARCEL 2A (31 RS 98), THE FOLLOWING FIVE (5) COURSES:

- 1) CONTINUING ALONG THE ARC OF A 197.01 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $39^{\circ}30'01''$ EAST, THROUGH A CENTRAL ANGLE OF $18^{\circ}40'07''$, AN ARC DISTANCE OF 64.19 FEET,
- 2) SOUTH $31^{\circ}49'50''$ WEST 809.54 FEET,
- 3) ALONG THE ARC OF A TANGENT 45.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $61^{\circ}33'19''$, AN ARC DISTANCE OF 48.35 FEET,
- 4) NORTH $86^{\circ}36'51''$ WEST 63.24 FEET, AND
- 5) NORTH $02^{\circ}50'34''$ EAST 13.02 FEET TO AN ANGLE POINT ON THE WESTERN LINE OF SAID PARCEL OF LAND (REEL 1821, IMAGE 494);

THENCE, ALONG SAID WESTERN LINE OF SAID PARCEL OF LAND (REEL 1821, IMAGE 494), THE FOLLOWING TWO (2) COURSES:

- 1) NORTH $87^{\circ}13'09''$ WEST 448.32 FEET, AND
- 2) SOUTH $00^{\circ}33'45''$ WEST 53.65 FEET TO THE NORTHEASTERN CORNER OF PARCEL 2B OF SAID CERTAIN LANDS TRANSFERRED TO THE DEPARTMENT OF HOMELAND SECURITY, U.S. COAST GUARD MAINTENANCE AND LOGISTICS COMMAND PACIFIC (DD FORM 1354),

SAID PARCEL 2B ALSO BEING SHOWN AND SO DESIGNATED SAID
RECORD OF SURVEY NO. 2113 (31 RS 98);

THENCE, FROM SAID NORTHEASTERN CORNER, ALONG THE NORTHERN LINE OF SAID
PARCEL 2B (31 RS 98), AND THE EASTERLY PROLONGATION OF SAID NORTHERN
LINE, THE FOLLOWING FOUR (4) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 239.02 FOOT RADIUS CURVE TO
THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH
02°37'19" EAST, THROUGH A CENTRAL ANGLE OF 08°59'12", AN
ARC DISTANCE OF 37.49 FEET,
- 2) SOUTH 83°38'07" EAST 130.83 FEET,
- 3) SOUTH 87°14'57" EAST 372.85 FEET, AND
- 4) SOUTH 87°12'11" EAST 297.21 FEET TO THE NORTHWESTERN CORNER
OF PARCEL 3, AS SAID PARCEL 3 IS SHOWN AND SO DESIGNATED ON
SAID RECORD OF SURVEY (31 RS 98);

THENCE, LEAVING SAID NORTHWESTERN CORNER, ALONG THE NORTHERN LINE OF
SAID PARCEL 3, SOUTH 87°12'11" EAST 762.53 FEET;

THENCE, LEAVING SAID NORTHERN LINE OF SAID PARCEL 3 (31 RS 98), NORTH
02°46'51" EAST 64.00 FEET;

THENCE, NORTH 87°12'11" WEST 939.24 FEET;

THENCE, ALONG THE ARC OF A TANGENT 25.00 FOOT RADIUS CURVE TO THE
RIGHT, THROUGH A CENTRAL ANGLE OF 119°02'01", AN ARC DISTANCE OF 51.94
FEET;

THENCE, NORTH 31°49'50" EAST 740.67 FEET;

THENCE, ALONG THE ARC OF A TANGENT 134.00 FOOT RADIUS CURVE TO THE
RIGHT, THROUGH A CENTRAL ANGLE OF 60°04'10", AN ARC DISTANCE OF 140.49
FEET;

THENCE, SOUTH 88°06'00" EAST 427.74 FEET;

THENCE, ALONG THE ARC OF A TANGENT 25.00 FOOT RADIUS CURVE TO THE
RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27
FEET;

THENCE, SOUTH 01°54'00" WEST 13.31 FEET;

THENCE, SOUTH 88°06'00" EAST 73.00 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 25.00 FOOT RADIUS CURVE TO THE
RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 88°06'00" EAST,
THROUGH A CENTRAL ANGLE OF 103°27'25", AN ARC DISTANCE OF 45.14 FEET;

THENCE, ALONG THE ARC OF A REVERSE 378.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 15°21'25" EAST, THROUGH A CENTRAL ANGLE OF 12°43'17", AN ARC DISTANCE OF 83.93 FEET;

THENCE, SOUTH 87°21'52" EAST 547.89 FEET TO A POINT ON SAID EASTERN LINE OF PARCEL 2 (28 RS 14);

THENCE, ALONG SAID EASTERN LINE OF PARCEL 2 (28 RS 14), NORTH 02°46'51" EAST 53.60 FEET TO SAID POINT OF BEGINNING.

CONTAINING 5.30 ACRES OF LAND, MORE OR LESS.

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

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

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

END OF DESCRIPTION

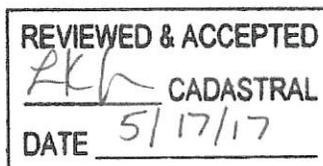


Joel Garcia

JOEL GARCIA, P.L.S.

L.S. NO. 5285

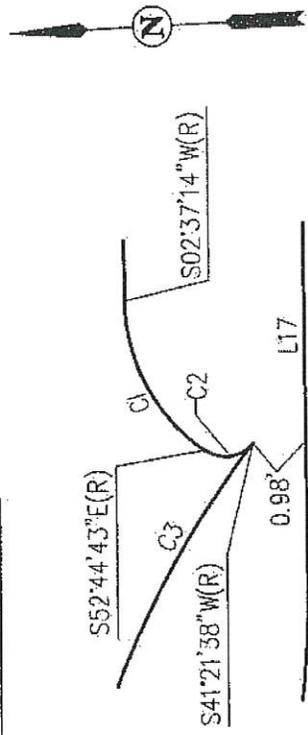
05-10-2017



LINE TABLE		LINE TABLE	
NO	BEARING	LENGTH	LENGTH
L1	N87°21'52"W	426.49'	64.00'
L2	N88°06'00"W	463.93'	939.24'
L3	S31°49'50"W	809.54'	740.67'
L4	N86°36'51"W	63.24'	427.74'
L5	N02°50'34"E	13.02'	13.31'
L6	N87°13'09"W	448.32'	73.00'
L7	S00°33'45"W	53.65'	547.89'
L8	S83°38'07"E	130.83'	53.60'
L9	S87°14'57"E	372.85'	762.53'
L10	S87°12'11"E	297.21'	

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

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	75.01'	55°21'57"	72.48'
C2	15.00'	85°53'39"	22.49'
C3	378.03'	39°27'38"	260.35'
C4	197.01'	41°24'01"	142.35'
C5	45.00'	61°33'19"	48.35'
C6	239.02'	8°59'12"	37.49'
C7	25.00'	119°02'01"	51.94'
C8	134.00'	60°04'10"	140.49'
C9	25.00'	90°00'00"	39.27'
C10	25.00'	103°27'25"	45.14'
C11	378.00'	12°43'17"	83.93'
C12	197.01'	18°40'07"	64.19'



DETAIL
 NOT TO SCALE

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ROADWAY DEDICATION
 ALAMEDA, CALIFORNIA

Carlson, Barbee & Gibson, Inc.

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

MAY 10, 2017

Exhibit A2

Figure showing the Property in relationship to the
former NAS Alameda

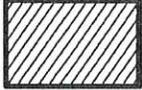
Alameda City Roadway Parcel

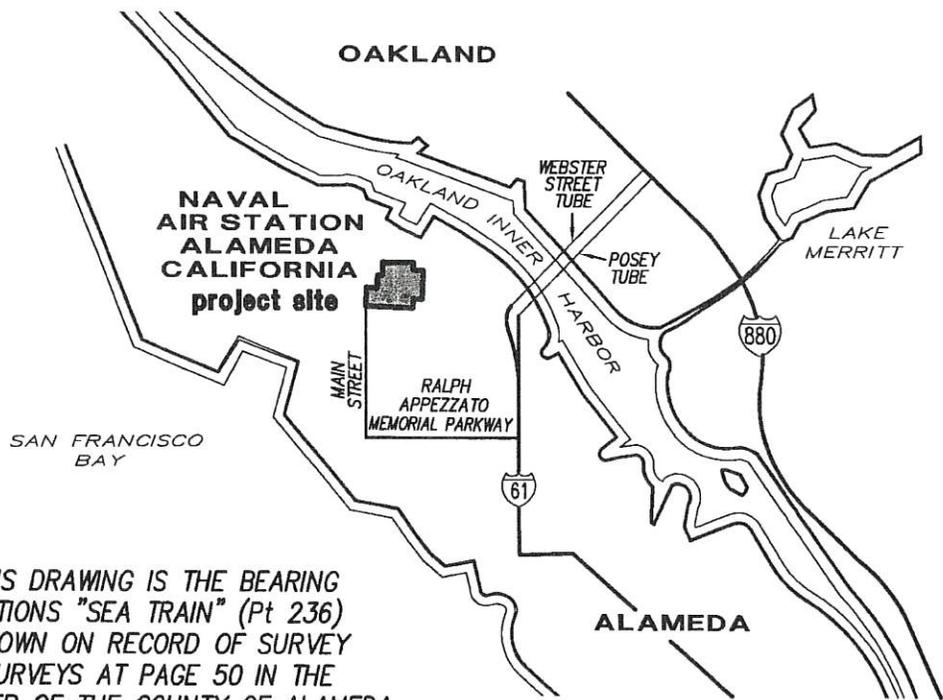
Portion of Site 25

LEGAL DESCRIPTION:

PARCEL 1B OF LAND OWNED BY THE UNITED STATES OF AMERICA, FORMERLY IDENTIFIED AS NAVAL AIR STATION ALAMEDA CALIFORNIA, LYING WITHIN THE CITY AND COUNTY OF ALAMEDA, CALIFORNIA, AS SHOWN ON RECORD OF SURVEY NO. 2113 FILED IN BOOK 31, PAGES 98 AND 99 ON MAY 1, 2007.

LEGEND:

- INDICATES EXISTING ROS BOUNDARY
- P.O.C. ——— INDICATES POINT OF COMMENCEMENT
- P.O.B. ——— INDICATES POINT OF BEGINNING
-  — INDICATES PARCEL 1B AREA 19.957 ACRES (GROUND UNITS), MORE OR LESS



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS DRAWING IS THE BEARING BETWEEN PRIMARY CONTROL STATIONS "SEA TRAIN" (Pt 236) AND "ALAMEDA" (Pt 238) AS SHOWN ON RECORD OF SURVEY NO. 990, FILED IN BOOK 18 OF SURVEYS AT PAGE 50 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, AND REFERENCED ON RECORD OF SURVEY NO. 1816, FILED IN BOOK 28 OF SURVEYS AT PAGES 14-25 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. THE BEARING WAS DETERMINED BY AN INVERSE OF THE COORDINATES SHOWN ON THE RECORDS OF SURVEY AND HELD AS **NORTH 15°37'31" WEST.**



VICINITY MAP
NO SCALE

PREPARED BY:

PROJECT DESIGN CONSULTANTS
701 B STREET SUITE 800
SAN DIEGO, CALIFORNIA 92101
PHONE: (619) 235-6471

[Signature]

5-28-2007

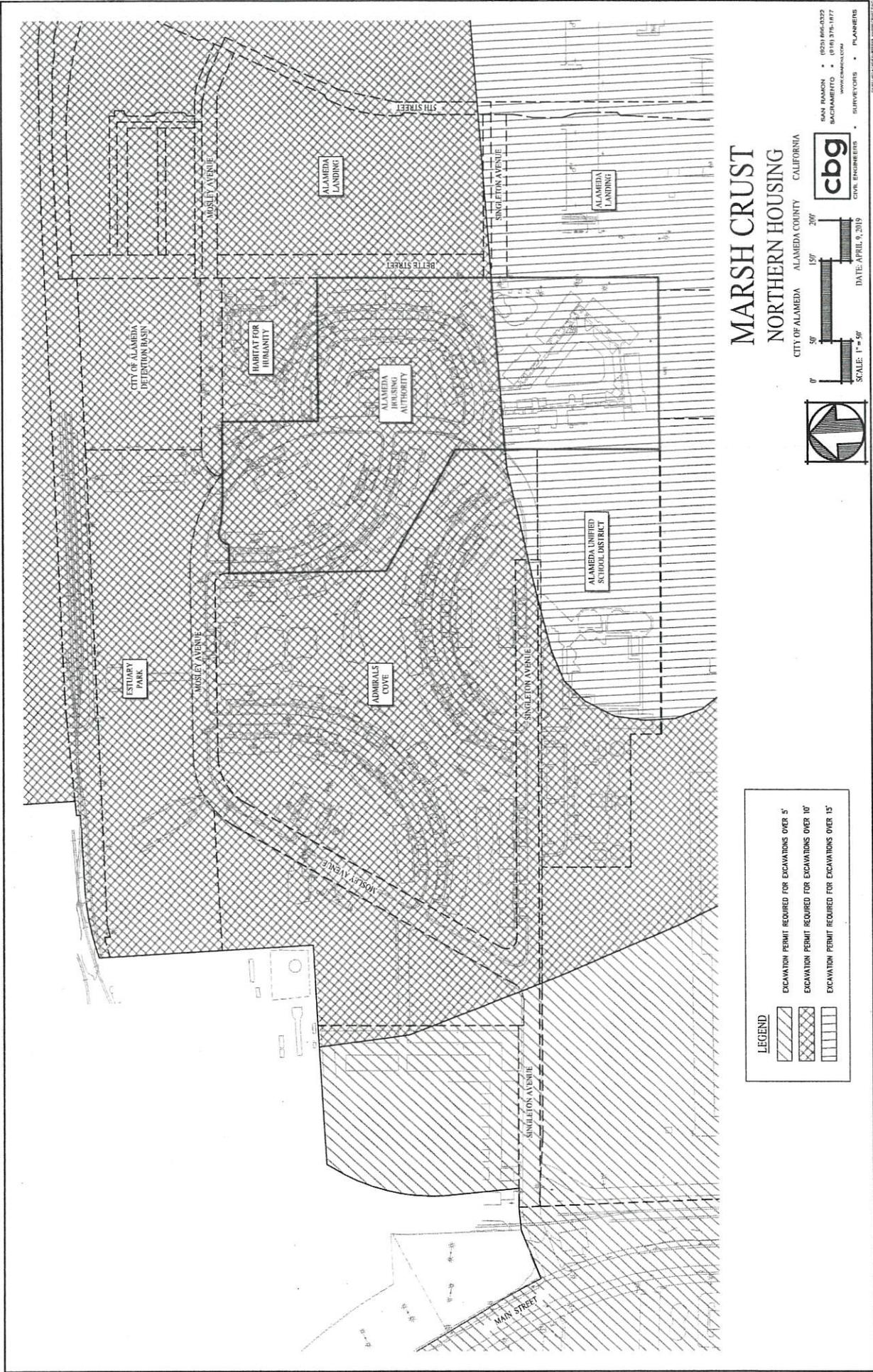
GARY L. HUS, L.S. 7019 DATE
REGISTRATION EXPIRES 6/30/2008



REVIEWED & ACCEPTED
C. Man... CADASTRAL
DATE 6-5-2007

EXHIBIT "B"

FIGURE DEPICTING PROPERTY SUBJECT TO MARSH CRUST CRUP

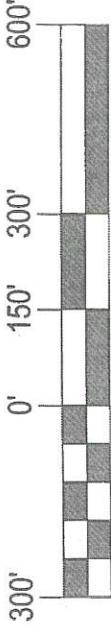


MARSH CRUST
NORTHERN HOUSING

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: APRIL 9, 2019
 SCALE: 1"=50'
 CIVIL ENGINEERS • PLANNERS
cbg
 CIVIL ENGINEERS • PLANNERS
 SAN RAMON • (925) 886-0329
 SACRAMENTO • (916) 375-1817
 WWW.CBGMA.COM

CLEAR CURB CAN BE FOUND AT
 CITY HALL WEST, BASE RENSEL AND COMMUNITY DEVELOPMENT DEPT.
 CIVIL WEST MAIN ST, 2ND FLOOR ALAMEDA CA 94501-7575



GRAPHIC SCALE

DN
2009-356111

ROADWAY PARCEL
(DN 2019-
5.30 AC±)

DN
2015-179319



LINE TABLE		
NO	BEARING	LENGTH
L1	S02°46'51"W	35.11'
L2	S79°05'56"W	121.98'
L3	N87°12'11"W	286.62'
L4	N18°01'35"W	56.44'



SHEET 1 OF 1

HABITAT
FOR
HUMANITY

PARCEL 1
(PORTION)
7567 OR 117

PARCEL 2
RS 1816
28 RS 14

PARCEL 2A
RS 2113
31 RS 98

PARCEL 3
RS 2113 (31)
RS 98)

PARCEL 2B
RS 2113
31 RS 98

PERMIT REQUIRED FOR
EXCAVATION DEPTHS
10' OR GREATER

THRESHOLD DEPTH
DIVIDING LINE

PERMIT REQUIRED FOR
EXCAVATION DEPTHS
15' OR GREATER

POINT OF
COMMENCEMENT
LINE 1

POINT OF
BEGINNING
LINE 1

POINT OF
TERMINUS
LINE 1

POINT OF
COMMENCEMENT
LINE 2

POINT OF
BEGINNING
LINE 2

POINT OF
TERMINUS
LINE 2

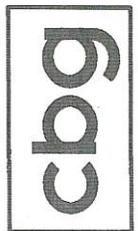
THRESHOLD DEPTH
DIVIDING LINE

PERMIT REQUIRED FOR
EXCAVATION DEPTHS
5' OR GREATER

PLAT TO ACCOMPANY LEGAL DESCRIPTION

MARSH CRUST THRESHOLD DEPTH LIMITS
ROADWAY PARCEL (DN 2019-
CITY OF ALAMEDA, ALAMEDA COUNTY, CALIFORNIA

MAY 14, 2019



SAN RAMON (925) 866-0322
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