RECORDING REQUESTED BY:

National Railroad Passenger Corporation
(Amtrak)
530 Water Street, 5th Floor
Oakland, California 94607

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
700 Heinz Avenue
Berkeley, California 94710
Attention: Karen Toth, Unit Chief
Brownfields and Environmental Restoration
Program

COPY of Document Recorded
2011186332 06/30/2011 02:39 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00
32 PGS

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Goverment Code 27383

COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION

(RE: County of Alameda APNs 0000-0390-005, 0000-0390-006, 0000-0390-010-3, 0004-0023-009-2, 0004-0025-009, 0004-0025-008, and 0004-0047-002, Amtrak Maintenance Facility, DTSC Site Code Number 201301)

This Covenant and Agreement ("Covenant") is made by and between the National Railroad Passenger Corporation ("Amtrak", the "Covenantor"), the current owner of property situated in Oakland, County of Alameda, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "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 on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the

requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I

STATEMENT OF FACTS

1.01 The Property, totaling approximately 18 acres, is more particularly Described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located at the intersection of Union and Third Streets in Oakland, California 94607. The Property consists of seven discrete parcels (A-G), separated by property owned by the City of Oakland for which the Union Pacific Railroad (UPRR) and Amtrak have historically retained the right to occupy and use. The Property is divided in two portions, the northern and southern portions. The northern portion is located north of Third Street, bounded by Fifth Street to the north, Union Street to the east, and the Container Freight site to the west. The southern portion is located south of Third Street, bounded by 1-880 to the north and west, the UPRR Oakland Rail Yard to the south, and the projection of Union Street or Magnolia Street to the east. Three smaller parcels (E, F & G) south of Third Street, north of the UPRR Rail Yard and east of Magnolia Street are referred to as the southeast parcels and, except when noted, the southeast parcels are considered part of the southern portion. Also, Parcel E was certified for a lot line adjustment as shown on Exhibit "A". The Property is also generally described as Alameda County Assessor's Parcel No(s): 0000-0390-005, 0000-0390-006, 0000-0390-010-3, 0004-0023-009-2, 0004-0025-009, 0004-0025-008, and 0004-0047-002.

1.02. The Property is being remediated pursuant to a Removal Action Workplan ("RAW") pursuant to Health and Safety Code, division 20, chapter 6.8 under the oversight of the Department. Because hazardous substances, as defined in Health and Safety Code section 25316, which are also hazardous materials as defined in Health and Safety Code section 25260, including polycyclic aromatic hydrocarbons ('PAH"), benzene, polychlorinated biphenyls ("PCBs"), lead, and arsenic, remain in the soil at the Property, the RAW provides that a Covenant be required as part of the site remediation. The Department circulated the RAW, which contains a Final Health Risk Assessment,

together with a draft Notice of Exemption ("NOE") pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. for public review and comment. The RAW and the NOE were approved by the Department on February 15, 2002. The remediation included limited excavation of PCB-impacted soil from an area in the southern portion of the Property and installing an asphalt pavement barrier over the northern portion of the Property, which contains the highest level of chemical impacts to soil. The purpose of the asphalt barrier is to eliminate potential human contact with soils on this portion of the Property. The asphalt barrier is composed of two inches of asphalt paving with six inches of base rock and is designed to have a traffic index of two.. Other engineered structures that create an equivalent or more protective barrier, such as railroad track and ballast, and the existing 1-880 concrete off-ramp embankment were utilized instead of asphalt pavement on portions of the Property. The asphalt pavement and other engineered structures are hereafter referred to as the "Cap" and are more particularly described in the engineering drawing attached as Exhibit "B" hereto. The finished grade of the Cap was graded to direct all surface water into the storm drain system and minimize surface water intrusion into the soil under the Property. The inspection and maintenance of the Cap is pursuant to an Operation and Maintenance Plan incorporated into the Operation and Maintenance Agreement between Covenantor and the Department dated July 24, 2007.

1.03. As detailed in the RAW, as approved by the Department on February 15, 2002, all or a portion of the subsurface soils within five feet of the surface of the Property contain hazardous substances, as defined in Health and Safety Code section 25316, which include the following contaminants of concern in the ranges set forth below: Northern Parcel - PAH (up to 878 ppm), benzene (up to 97 ppm), lead (up to 15,300 ppm), and arsenic (up to 103 ppm); Southern Parcel -TPH (up to 15,000 ppm), PAH (up to 35 ppm), PCBs (up to 7 ppm), lead (up to 15,300 ppm), and arsenic (up to 103 ppm). Based on these results the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable cancer risk. The Department further concluded that the Property, as remediated, and subject to the restrictions of this Covenant, does not

present an unacceptable threat to human safety or the environment, if limited to commercial and industrial use.

ARTICLE II
DEFINITIONS

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

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

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

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

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

2.06. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental 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.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of 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.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions.

3.04. Incorporation into Deeds and Leases. This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.05. 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, by administrative order, or by a specific provision of this Covenant.

3.06. 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 Owner hereby covenants for himself 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 cost in administering the Covenant.

ARTICLE IV
RESTRICTIONS

4.01. Prohibited Uses, The Property shall not be used for any of the following purposes:

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

(b) A hospital for humans.

(c) A public or private school for persons under 21 years of age.

(d) A day care center for children.

4.02. Soil Management.

(a) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed on the Property without a Soil Management Plan approved by the Department.

(b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

(c) The Owner shall provide the Department written notice at least

fourteen (14) days prior to any building, filling, grading, mining or excavating in the Property within three feet below the soil surface, which will remove more than one cubic yards of soil,.

4.03. Prohibited Activities. The following activities shall not be conducted at the Property:

(a) Raising of food (cattle, food crops).

(b) Extraction of groundwater for purposes other than site remediation or construction dewatering.

4.04. Non-Interference with Cap. Owner agrees:

(a) Activities that may disturb the Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Capped Property without prior review and approval by the Department.

(b) All uses and development of the Capped Property shall preserve the integrity of the Cap.

(c) The Cap shall not be altered without written approval by the Department.

(d) Owner shall notify the Department of each of the following: (i) the type, cause, location and date of any damage to the Cap and (ii) the type and date of repair of such damage. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any person falling within the definition of Owner or Occupant shall satisfy this requirement on behalf of all persons falling within the definition of Owner and Occupant.

4.05. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities

consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.06. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the Operation and Maintenance Activities shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Activities until the Department determines that no further Operation arid Maintenance is required.

ARTICLE V
ENFORCEMENT

5.01 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,

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02 Removal, Termination or Modification. Owner, or any other aggrieved person, may apply to the Department for a removal, termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234. In particular, but not in limitation of the applicability of the provisions in the preceding two

sentences, the Department would be willing to consider a specific proposal by Owner in the future to redevelop all or any portion of the Property. Owner would need to provide to the Department, for review, any specific redevelopment proposal so that the Department could determine what, if any, site characterization and health risk data gaps might exist and need to be filled, so the Department could, based on that review, decide whether or not additional characterization and/or any further risk assessment would be required in order to remove, terminate or modify the Covenant to allow the redevelopment proposal to proceed.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its regulatory discretion under 22 CCR §67391.1(g) or any equivalent or successor regulation, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. 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.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Alameda within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. 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: (1) when

delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:	Mr. Jeffrey White, Project Manager National Railroad Passenger Corporation (Amtrak) 530 Water Street, 5th Floor Oakland, CA 94607
To Department:	Karen Toth, Unit Chief Northern California Coastal Cleanup Operations Branch Department of Toxic Substance Control 700 Heinz Avenue, Suite 200 Berkeley, California 94710

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

7.05. 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,.

7.06 Statutory References. All statutory references include successor provisions.

7.07 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection and submit an Annual Inspection Report to the Department for its approval by January 31st of each year. The annual report, must include the dates, times, and names of those who conducted the inspection and prepared the annual inspection report. It also shall describe how the observations were performed that were

the basis for the statements and conclusions in the annual report (e.g., drive by, fly over, walk in, etc.). If the inspection results in a finding of compliance, the Owner shall so certify in the annual report. If violations are noted, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant and demand that the violation ceases immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Department within ten (10) days of its original transmission.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: National Railroad Passenger Corporation

By: Donald A. Stadtler

Title: Chief Financial Officer

Date: June 27, 2011

Department of Toxic Substances Control

By: K. M. T.

Title: Karen M. Toth, Unit Chief

Brownfields and Environmental Restoration Program

Date: 6/30/2011

STATE OF CALIFORNIA, COUNTY OF Alameda

On 6/30/11 before me, Nicole Thuemmler, notary public,

personally appeared Karen Toth

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 Nicole Thuemmler

NICOLE THUEMMLER
Commission # 1930284
Notary Public - California
Alameda County
My Comm. Expires Mar 26, 2015

NOTARY PUBLIC

City of Washington:
SS
District of Columbia:

I hereby certify that Donald A. Stadler appeared before me personally on this 27 day of June, 2011, and signed the foregoing document.

Anna K. Szczepanska
Notary Public

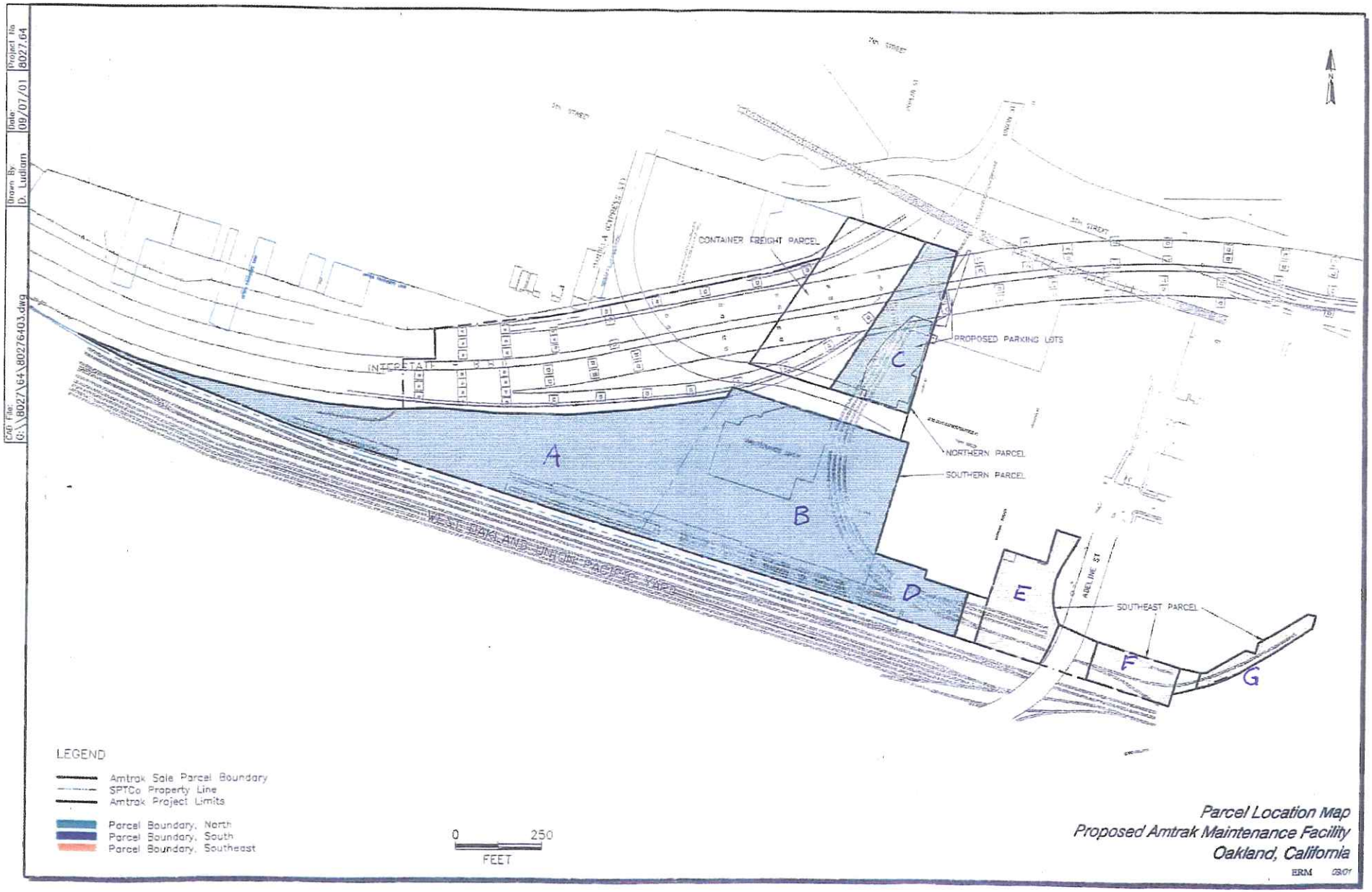
ANNA K. SZCZEPANSKA
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires April 14, 2014

My Commission Expires:
April 14, 2014

EXHIBIT A

Legal Descriptions
And
Plats of Property

(Note: This Exhibit consists of multiple legal descriptions and illustrative plats, reflecting the fact that the Property is comprised of seven (7) parcels, denominated A through G, including one parcel, E, with a certified lot line adjustment.)



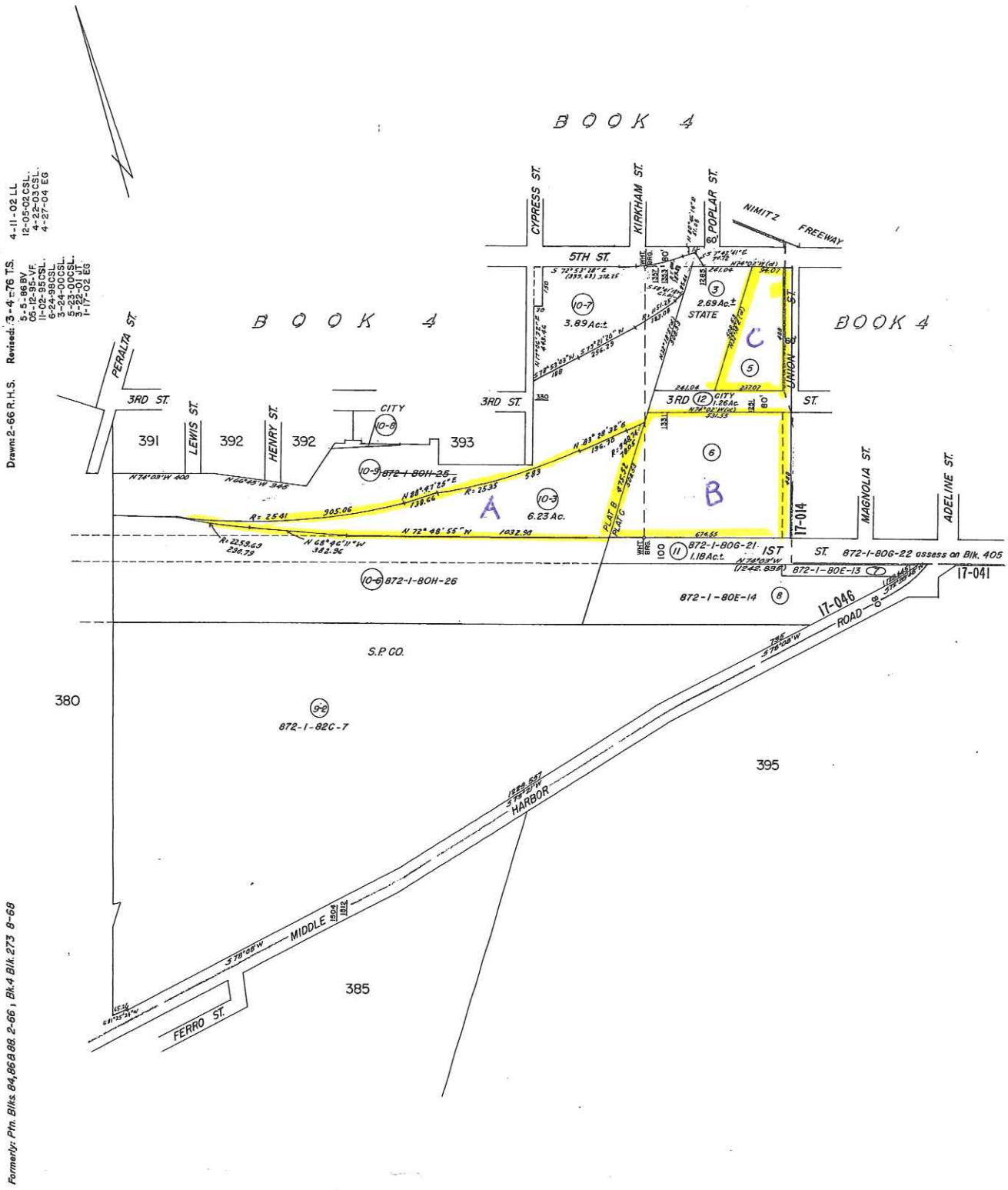
Parcel Location Map
Proposed Amtrak Maintenance Facility
Oakland, California

ASSESSOR'S MAP O

Code Area Nos. 17-046

390 Scale: 1" = 300'

OFFICIAL MAP OF OAKLAND (WHITCHER'S) (Bk. 5 Pg. 33)
PLATS B & C PARTITION DEED (JOS. K. IRVING) (Bk. "E" D's. Pg. 427)
MAP NO. 2 OF THE BRIGGS TRACT (Bk. 2 Pg. 19)



Drawn: 2-66 R.H.S. Revised: 3-4-76 T.S. 5-5-86 BV 06-12-95 VF 11-02-95 CSL 6-24-98 CSL 3-24-00 CSL 5-23-00 CSL 3-22-01 LT 1-17-02 EG 4-11-02 LL 12-05-02 CSL 4-22-03 CSL 4-27-04 EG

Formerly: Pin. Blks. 84, 86 & 88, 2-66; Bk. 4 Blk. 273 8-68

A.C.M.

Reference: Case 3-14-10, R.S. Bk. 3 Pg. 25 R/S 1289 20/19

H.P.N. 11

August 9, 1999
#98-04-016(C)

DESCRIPTION
(Parcel "A")

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

Beginning at the intersection of the north line of First Street with the dividing line between Tracts "B" and "C" described in the partition deed by John C. Hays, et al., recorded in Book "A" of Deeds at page 273 in the office of the Alameda County Recorder; thence North 72° 48' 55" West 1,032.90 feet; thence North 68° 46' 11" West 382.96 feet to the beginning of a tangent curve concave northerly and having a radius of 2,259.69 feet; thence westerly along said curve 290.79 feet to the intersection thereof with the southerly right of way line of State Highway 880; said intersection is hereby further described as being a point on a curve along said right of way line, having a radius of 2,541.00 feet, and from which point a line radial to said right of way curve bears North 23° 26' 11" East; thence easterly along said line and said curve 905.06 feet to an angle point in said right of way line from which a line radial to the last described curve bears North 3° 01' 43" East; thence North 88° 47' 25" East 138.66 feet to the beginning of a non tangent curve, concave northerly, having a radius of 2,535.00 feet and from which a line radial to said curve bears North 6° 39' 09" East; thence easterly along said right of way line and said curve 583.00 feet; thence North 83° 28' 32" East 196.70 feet to the beginning of a tangent curve concave northerly and having a radius of 948.74 feet; thence easterly along said right of way line and said curve 78.05 feet to the intersection thereof with the hereinabove described dividing line between Tracts "B" and "C", at a point from which a line radial to the last said curve bears North 11° 14' 17" West; thence leaving said right of way line and running along said dividing line, South 33° 25' 29" West 475.52 feet to the point of beginning.

The bearings and distances hereon are based on the California Coordinate System of 1927, Zone 3. Multiply the above distances by 1.0000709 to obtain ground level distances.

Bruce P. Alfonso
Licensed Land Surveyor

LICENSED LAND SURVEYOR
BRUCE P. ALFONSO
No. 4559
STATE OF CALIFORNIA

10-20-99
Date

July 1, 1999
98-04-016 (C)

DESCRIPTION
(Parcel "B")

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

Beginning at the intersection of the south line of Third Street with the centerline of Union Street; thence along said centerline, South 17° 06' 05" West 488.11 feet to the north line of First Street; thence along said north line, North 72° 53' 37" West 674.40 feet to the dividing line between Tracts "B" and "C" described in the partition deed by John C. Hays, et al., recorded in Book "A" of Deeds at page 273 in the office of the Alameda County Recorder; thence along said dividing line, North 33° 25' 29" East 508.57 feet to the south line of Third Street; thence along said south line, South 72° 53' 47" East 531.46 feet to the point of beginning.

The bearings and distances hereon are based on the California Coordinate System of 1927, Zone 3. Multiply the above distances by 1.0000709 to obtain ground level distances.

B. P. Alfonso
Licensed Land Surveyor

LICENSED LAND SURVEYOR
BRUCE P. ALFONSO
No. 4559
STATE OF CALIFORNIA

10-20-99
Date

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August 6, 1999
98-04-016 (C)

DESCRIPTION
(Parcel "C")

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

Beginning at the intersection of the west line of Union Street with the north line of Third Street; thence along said north line, North 72° 53' 47" West 237.00 feet to the southeast corner of the parcel of land described as Parcel No. 1 in the deed to Warehouse Investment Company, recorded July 21, 1953 in Book 7086 of Official Records at page 557 in the office of the Alameda County Recorder; thence along the east line of said parcel, North 33° 25' 29" East, 508.56 feet to the south line of Fifth Street; thence along said south line, South 72° 53' 28" East 94.07 feet to the intersection thereof with the west line of Union Street; thence along said west line, South 17° 06' 05" West 488.06 feet to the point of beginning.

The bearings and distances hereon are based on the California Coordinate System of 1927, Zone 3. Multiply the above distances by 1.0000709 to obtain ground level distances.

B. P. Alfonso
Licensed Land Surveyor

LICENSED LAND SURVEYOR
BRUCE P. ALFONSO
No. 4559
STATE OF CALIFORNIA

10-20-99
Date

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For Assessment Use Only

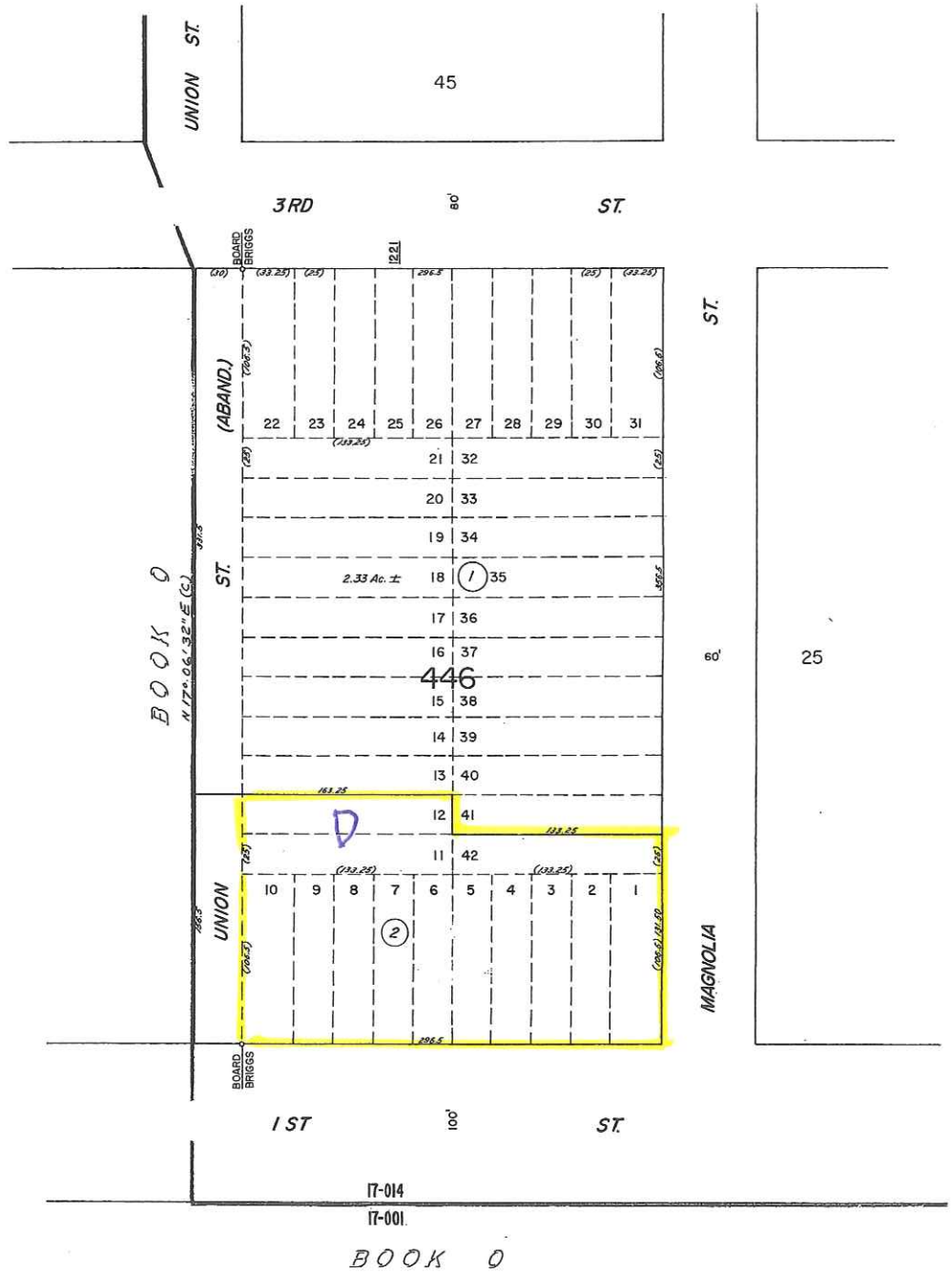
ASSESSOR'S MAP 4

Code Area Nos. 17-014

47

Scale: 1" = 60'

OAKLAND AND VICINITY (BOARDMAN) (Bk. 17 Pg. 14)
BRIGGS TRACT MAP NO. 2 (Bk. 2 Pg. 19)



Drawn: 11-68 RG
Revised: 3-3-72 JH
7-16-84 CSL
6-5-88 BV
3-24-00 CSL

Formerly: Blk. 272 11-68

October 6, 1999
98-04-016 (C)

DESCRIPTION
(Parcel "D")

All that real property situate in the City of Oakland, County of Alameda, State of California, and being all that portion of Block 446 shown on the map entitled "Map No. 2 of the Briggs Tract, Oakland" filed January 7, 1876 in Book 2 of Maps at page 19 in the office of the Alameda County Recorder, described as follows:

Beginning at the intersection of the north line of First Street with the centerline of Union Street; thence along said centerline, North 17° 06' 05" East 156.53 feet to the intersection thereof with the westerly prolongation of the north line of Lot 12; thence along said prolongation and said north line, South 72° 53' 47" East 163.24 feet to the northeast corner of said Lot 12; thence along the east line of said Lot 12, South 17° 06' 13" West 25.01 feet to the northwest corner of Lot 42; thence along the north line of said Lot 42, South 72° 53' 33" East 133.24 feet to the west line of Magnolia Street; thence along said west line, South 17° 06' 22" West 131.53 feet to the north line of First Street; thence along said north line, North 72° 53' 37" West 296.47 feet to the point of beginning.

The bearings and distances hereon are based on the California Coordinate System of 1927, Zone 3. Multiply the above distances by 1.0000709 to obtain ground level distances.

Licensed Land Surveyor

LICENSED LAND SURVEYOR
BRUCE P. ALFONSO
No. 4559
STATE OF CALIFORNIA

10-20-99
Date

E:\PROJECTS\9804016\descriptionD.doc

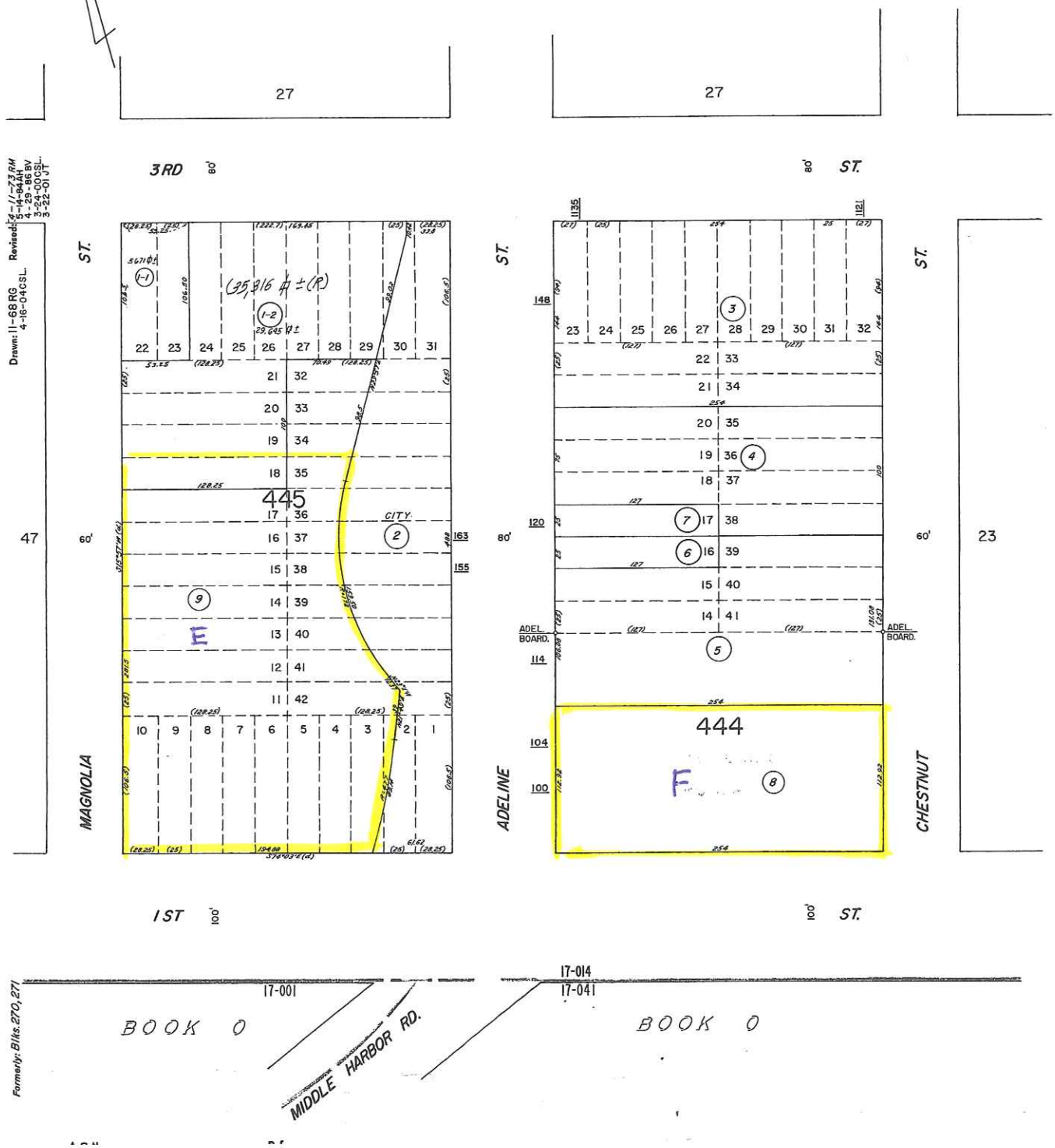
ASSESSOR'S MAP 4

Code Area Nos. 17-014

25

Scale: 1" = 60'

OAKLAND AND VICINITY (BOARDMAN) (Bk. 17 Pg. 14)
ADELINE AND MARKET ST. HMST. OAKLAND (Bk. 1 Pg. 7)
BRIGGS TRACT MAP NO. 2 (Bk. 2 Pg. 19)



October 6, 1999
98-04-016 (C)

DESCRIPTION
(Parcel "E")

All that real property situate in the City of Oakland, County of Alameda, State of California and being all that portion of Block 445 shown on the map entitled "Map No. 2 of the Briggs Tract, Oakland" filed January 7, 1876 in Book 2 of Maps at page 19 in the office of the Alameda County Recorder, described as follows:

Beginning at the intersection of the north line of First Street with the east line of Magnolia Street as shown on said map; thence along said east line of Magnolia Street, North 17° 06' 22" East 281.57 feet to the northwest corner of Lot 17; thence along the north line of said Lot 17, South 72° 53' 46" East 128.27 feet to the northeast corner of said Lot 17; thence along the west lines of Lots 35, 34, 33, and 32, North 17° 06' 33" East 100.03 feet to the northwest corner of said Lot 32; thence along the north line of said Lot 32, South 72° 53' 37" East 70.51 feet more or less to the northeast corner of that certain parcel of land described in the deed to the Western Pacific Railroad Company, recorded May 11, 1964 and filed on Reel 1200, Image 132 in the office of the Alameda County Recorder; thence along the east line of said parcel, South 31° 06' 23" West 98.64 feet to the beginning of a tangent curve concave easterly and having a radius of 171.99 feet; thence southerly along said curve 159.49 feet; thence South 22° 01' 37 East 12.37 feet; thence South 22° 58' 23" West 39.00 feet to the beginning of a tangent curve concave westerly and having a radius of 476.97 feet; thence southerly along said curve 89.19 feet to a point on the north line of First Street and from which point a line radial to said curve bears North 56° 18' 45" West; thence along said north line of First Street, North 72° 53' 37" West 194.88 feet to the point of beginning.

The bearings and distances hereon are based on the California Coordinate System of 1927, Zone 3. Multiply the above distances by 1.0000709 to obtain ground level distances.

Licensed Land Surveyor

LICENSED LAND SURVEYOR
BRUCE P. ALFONSO
No. 4559
STATE OF CALIFORNIA

10-20-99
Date

E:\S\9804016\descriptionE.doc

July 1, 1999
98-04-016 (C)

DESCRIPTION
(Parcel "F")

All that real property situate in the City of Oakland, County of Alameda, State of California, and being all that portion of Block 444 as shown on the map entitled "Map of Oakland and Vicinity", filed April 23, 1883 in Book 17 of Maps at page 14 in the office of the Alameda County Recorder, described as follows:

Beginning at the intersection of the north line of First Street with the east line of Adeline Street; thence along said east line, North 17° 06' 44" East 112.91 feet; thence South 72° 53' 37" East 254.13 feet to the west line of Chestnut Street; thence along said west line, South 17° 06' 01" West 112.91 feet to the north line of First Street; thence along said north line, North 72° 53' 37" West 254.15 feet to the point of beginning.

Being the southerly 112.91 feet to the hereinabove described Block 444.

The bearings and distances hereon are based on the California Coordinate System of 1927, Zone 3. Multiply the above distance by 1.0000709 to obtain ground level distances.

Licensed Land Surveyor

LICENSED LAND SURVEYOR
BRUCE P. ALFONSO
No. 4559
STATE OF CALIFORNIA

10-20-99
Date

E:\PROJECTS\9804016\descriptionF.doc

The foregoing is a true and correct copy of a document recorded in the office of the County Recorder of Alameda County, on SEPT 18-2001 under Recorder's Series No. 2001-354386

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By [signature]
Asst. Secretary

CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA · OAKLAND, CALIFORNIA 94612-2033

Community and Economic Development Agency
Planning & Zoning Services Division

(510) 238-3941
FAX (510) 238-4730
TDD (510) 839-6451

April 27, 2000

CERTIFICATION FOR PARCEL MAP WAIVER

WHEREAS, the undersigned, are the record owners of all that certain real property.

WHEREAS, it is necessary to adjust lot lines associated with A.P.N. 004-0025-001-01, A.P.N. 004-0025-001-02, and 004-0025-009-00.

(SEE PLOT PLAN ATTACHED HERETO AND MADE A PART HEREOF)

NOW, THEREFORE, said lot lines are hereby approved, pursuant to Section 66412(d) of the Government Code. Said approval authorizes the lot lines as shown on the plot plan attached hereto and made apart hereof.

APPROVED:

CITY OF OAKLAND

[signature]
OWNER A.P.N. 004-0025-001-01

[signature]
OWNER A.P.N. 004-0025-001-02

[signature]
OWNER A.P.N. 004-0025-009-00

WILLIE YEE
Advisory Agency

[signature]
BY: ANU RAUD, Planner III
Zoning Division

BBI CONSTRUCTION
OCT 01 2001
RECEIVED

APPLICATION TO WAIVE PARCEL MAP

[illegible] that I am the applicant name herein and that the [illegible] on any submission herewith is in all respects [illegible] the best of my knowledge and belief. I further [illegible] the owner or purchaser (option holder) of the [illegible] in this application.

[illegible] I am the ☒ Property Owner

[illegible] 1155 THIRD ST. ☐ Purchaser

OAKLAND, CA Telephone No. 510/286-8200

[illegible] MAJOR CHABOT PTNRS (If other than applicant)

[illegible] SAME AS ABOVE Telephone No. 510/286-8200

APPLICATION TO WAIVE PARCEL MAP

[illegible] that I am the applicant name herein and that the [illegible] on any submission herewith is in all respects [illegible] the best of my knowledge and belief. I further [illegible] the owner or purchaser (option holder) of the [illegible] in this application.

[illegible] I am the ☒ Property Owner

[illegible] 530 Water Street ☐ Purchaser

Oakland, CA 94607 Telephone No. 510 238 2615

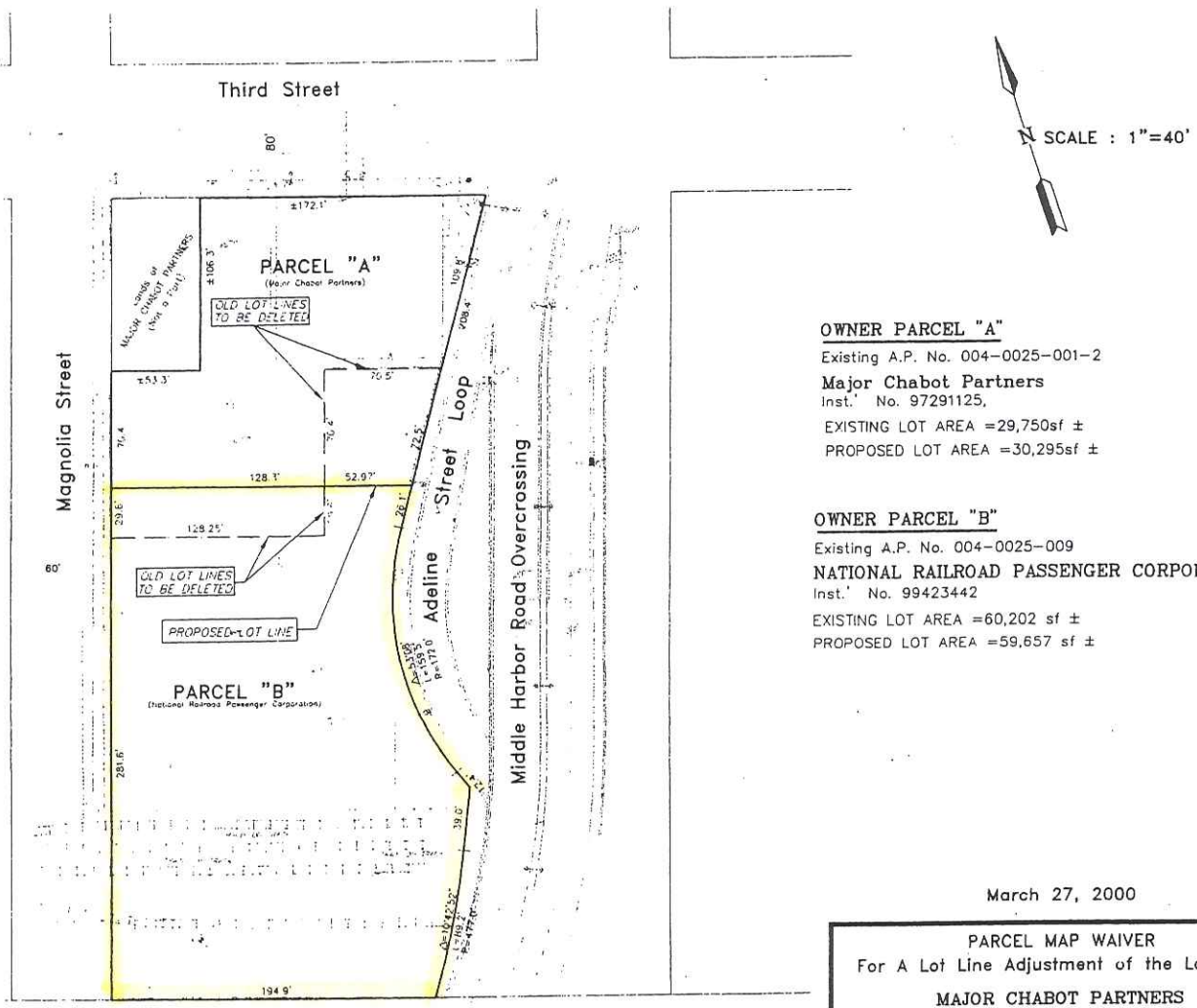
[illegible] National Railroad Passenger Corporation (If other than applicant)

[illegible] 530 Water Street Telephone No. 510 238 2615

Oakland, CA 94607

Note:

[illegible] purpose of this Parcel Map Waiver application is [illegible] the transfer of property and not the creation of [illegible] new parcels of record.



Lands of
Union Pacific Railroad Company
(Formerly First Street)

OWNER PARCEL "A"

Existing A.P. No. 004-0025-001-2

Major Chabot Partners

Inst.' No. 97291125,

EXISTING LOT AREA =29,750sf ±

PROPOSED LOT AREA =30,295sf ±

OWNER PARCEL "B"

Existing A.P. No. 004-0025-009

NATIONAL RAILROAD PASSENGER CORPORATION

Inst.' No. 99423442

EXISTING LOT AREA =60,202 sf ±

PROPOSED LOT AREA =59,657 sf ±

March 27, 2000

PARCEL MAP WAIVER

For A Lot Line Adjustment of the Lands of

MAJOR CHABOT PARTNERS
AND
NATIONAL RAILROAD PASSENGER CORPORATION

Portions of Block 445, Map of Briggs Tract
Book 2 Maps Page 19

IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, CALIFORNIA

CHAUDHARY & ASSOCIATES, INC.
Engineers • Surveyors • Planners • Inspectors
3272 VILLA LANE
NAPA, CALIFORNIA 94558
Telephone: (707) 255-2729

ILLA9816 /SKC

SHEET 1 OF 1

Revised: June 1, 2000

May 22, 2001
STV / Amtrak
#98-04-016(G)

DESCRIPTION
(Major Chabot Partners)

All that real property situate in the City of Oakland, County of Alameda, State of California, and being all that portion of Block 445 shown on Map No. 2 of the Briggs Tract, filed January 7, 1876 in Book 2 of Maps at page 19 in the Office of the Alameda County Recorder, described as follows:

Beginning at a point on the southern line of Third Street, distant thereon North 72° 53' 47" West 33.81 feet from the western line of Adeline Street; thence South 17° 06' 13" West 10.42 feet; thence South 31° 06' 23" West 171.60 feet to a point which is 176.92 feet southerly of, at right angle measure from, said southern line of Third Street; thence parallel with said southern line of Third Street, North 72° 53' 47" West 181.24 feet to the eastern line of Magnolia Street; thence along said eastern line, North 17° 06' 22" East 70.39 feet to the southwest corner of Lot 22 of the hereinabove described Block 445; thence along the southern line of said Lot 22 and Lot 23 of said Block 445, South 72° 53' 45" East 53.26 feet to the southeast corner of said Lot 23; thence along the eastern line of said Lot 23; North 17° 06' 26" East 106.53 feet to the hereinabove described southern line of Third Street; thence along said line, South 72° 53' 47" East 169.49 feet more or less to the point of beginning.

The bearings and distances hereon are based on the California Coordinate System of 1927, Zone 3. Multiply the above distances by 1.0000709 to obtain ground level distances.

LICENSED LAND SURVEYOR
BRUCE P. ALFONSO
No. 4559
STATE OF CALIFORNIA

Licensed Land Surveyor

5-29-01
Date

ORIGINAL

May 22, 2001
STV / Amtrak
#98-04-016(G)

DESCRIPTION
(National Railroad Passenger Corporation)

All that real property situate in the City of Oakland, County of Alameda, State of California, and being all that portion of Block 445 shown on Map No. 2 of the Briggs Tract, filed January 7, 1876 in Book 2 of Maps at page 19 in the Office of the Alameda County Recorder, described as follows:

Beginning at the southwest corner of the hereinabove described Block 445; thence along the eastern line of Magnolia Street, North 17° 06' 22" East 311.21 feet to a point thereon which is 176.92 feet southerly of, at right angle measure from, the southern line of Third Street; thence parallel with said southern line of Third Street, South 72° 53' 47" East 181.24 feet more or less to the east line of that certain parcel of land described in the deed to the Western Pacific Railroad Company, recorded May 11, 1964 and filed on Reel 1200, Image 132 in the office of the Alameda County Recorder; thence along said east line, South 31° 06' 23" West 26.09 feet to the beginning of a tangent curve concave easterly and having a radius of 171.99 feet; thence southerly along said curve 159.49 feet; thence South 22° 01' 37" East 12.37 feet; thence South 22° 58' 23" West 39.00 feet to the beginning of a tangent curve concave westerly and having a radius of 476.97 feet; thence southerly along said curve 89.19 feet to a point on the north line of First Street and from which point a line radial to said curve bears North 56° 18' 45" West; thence along said north line of First Street, North 72° 53' 37" West 194.88 feet to the point of beginning.

The bearings and distances hereon are based on the California Coordinate System of 1927, Zone 3. Multiply the above distances by 1.0000709 to obtain ground level distances.

LICENSED LAND SURVEYOR
PHILIP P. ALFONSO
No. 4559
STATE OF CALIFORNIA

Licensed Land Surveyor

5-22-01
Date

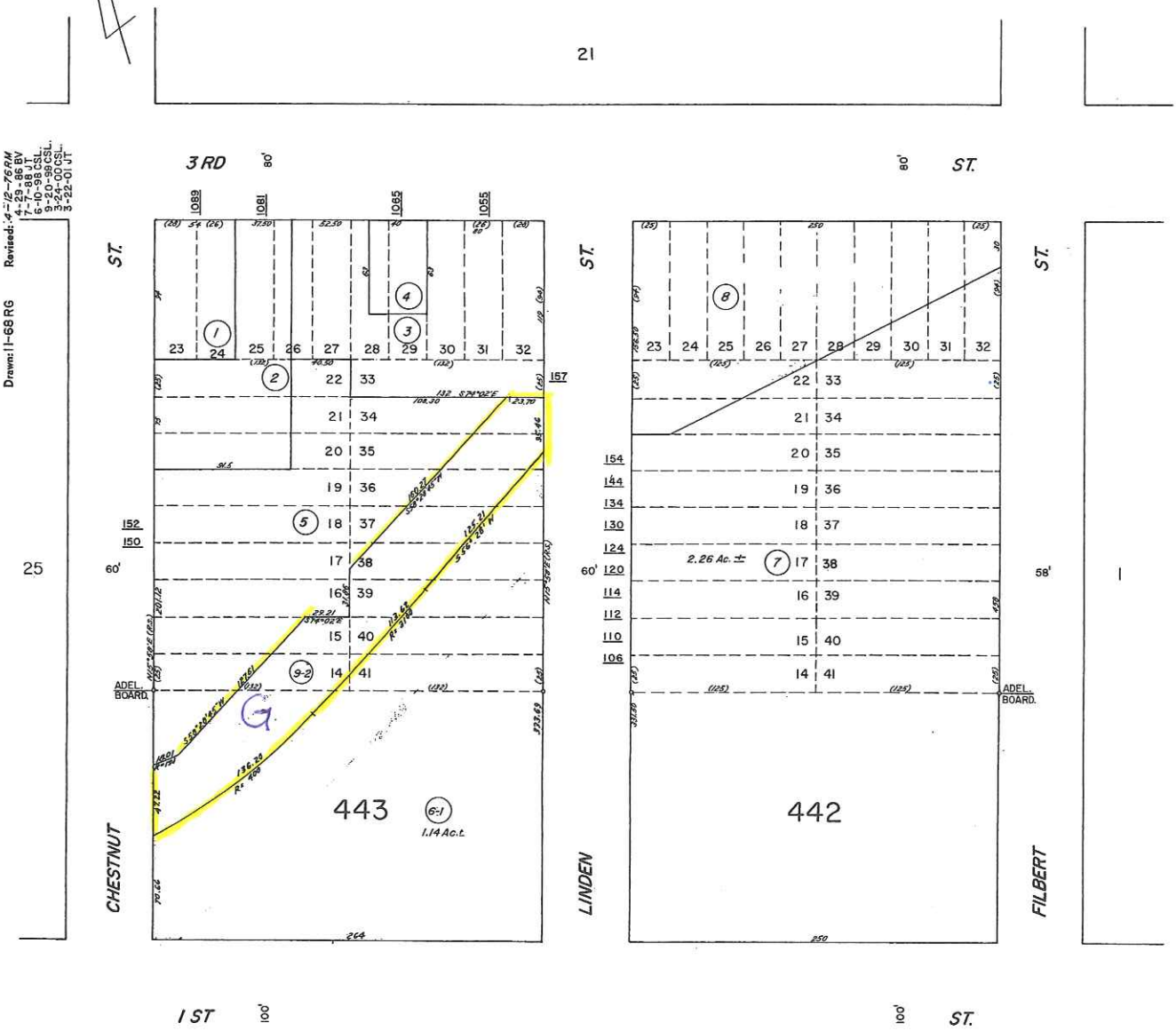
ORIGINAL

ASSESSOR'S MAP 4

Code Area Nos. 17-014

23 Scale: 1" = 60'

OAKLAND AND VICINITY (BOARDMAN) (Bk. 17 Pg. 14)
ADELINE AND MARKET ST. HMST. OAKLAND (Bk. 1 Pg. 7)



Drawn: 11-68 RG
Revised: 4-12-76 RM
4-29-86 BV
7-7-88 JT
6-10-98 CSL
9-20-99 CSL
3-24-00 CSL
3-22-01 JT

17-014
17-041

BOOK 0

Formerly: Blks. 268, 269

A.C.M.

Reference: R.S. Bk. 4 Pg. 71 R/S ARB. NO. 163A

HPN 9

October 7, 1999
98-04-016 (C)

DESCRIPTION
(Parcel "G")

All that real property situate in the City of Oakland, County of Alameda, State of California, being all that portion of Block 443 shown on the map entitled "Map of Adeline and Market Street Homestead" filed July 29, 1869 in Book 1 of Maps at page 7, and as said Block 443 is shown on the map entitled "Map of Oakland and Vicinity" filed April 23, 1883 in Book 17 of Maps at page 14, both said maps being filed in the office of the Alameda County Recorder, described as follows:

Beginning at a point on the west line of Linden Street distant thereon South 17° 06' 25" West 154.45 feet from the intersection thereof with the south line of Third Street; thence South 57° 36' 25" West 125.20 feet to the beginning of a tangent curve concave northwesterly and having a radius of 3099.78 feet; thence southwesterly along said curve 113.61 feet to the beginning of a compound curve, concave northwesterly and having a radius of 399.97 feet; thence southwesterly along said curve 136.13 feet to the intersection thereof with the east line of Chestnut Street at a point from which a line radial to the last said curve bears North 10° 47' 35" West; thence along said east line of Chestnut Street, North 17° 06' 01" East 47.29 feet to a ¾" iron pipe marking the most southerly corner of the parcel of land described as "Parcel 2" in the deed to the Redevelopment Agency of the City of Oakland, recorded May 10, 1963 on Reel 880 as Image 730 of Official Records in said Recorders office, said corner is further described as being a point on a curve, concave northerly, having a radius of 190.99 feet and from which, a line radial to said curve bears North 3° 17' 27" West; thence easterly along the southeast line of said "Parcel 2" and said curve 18.01 feet to a ¾" iron pipe; thence continuing along said southeast line, North 59° 36' 10" East 127.60 feet to a ¾" iron pipe on the south line of Lot 16 of the hereinabove described Block 443; thence along said south line, South 72° 53' 47" East 29.20 feet to a ¾" iron pipe at the southeast corner thereof; thence along the east line of said Lot 16 and Lot 17, North 17° 06' 13" East 31.86 feet to a ¾" iron pipe at the southerly corner of the parcel of land described as "Parcel 1" in said deed to the Redevelopment Agency of the City of Oakland; thence along the southeast line of said "Parcel 1", North 59° 36' 44" East 160.25 feet to a 1¼" iron pipe on the south line of Lot 33 of said Block 443; thence along said south line, South 72° 53' 47" East 23.70 feet to the west line of Linden Street; thence along said west line, South 17° 06' 25" West 35.46 feet to the point of beginning.

This description is based on a field survey of the parcel of land described as the "New U.P.R.R. Parcel" in the Certification for Parcel Map Waiver recorded June 29, 1999 as Document No. 99240244 in said Recorders office with the bearings rotated 1° 08' 25" clockwise to match grid except as evidenced by existing monumentation.

The bearings and distances shown hereon are based on the California Coordinate System of 1927, Zone 3. Multiply the distances by 1.0000709 to obtain ground level distances.

Bruce P. Alfonso

Licensed Land Surveyor

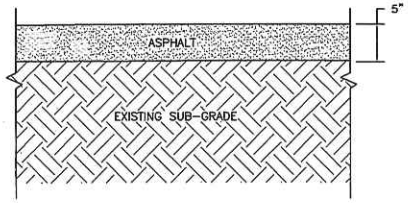
10-20-99

Date

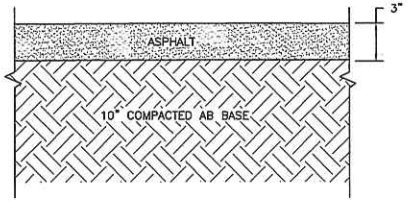
LICENSED LAND SURVEYOR
BRUCE P. ALFONSO
No. 4559
STATE OF CALIFORNIA

EXHIBIT B

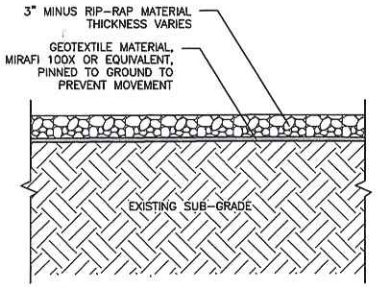
Engineering Drawing of Cap Details



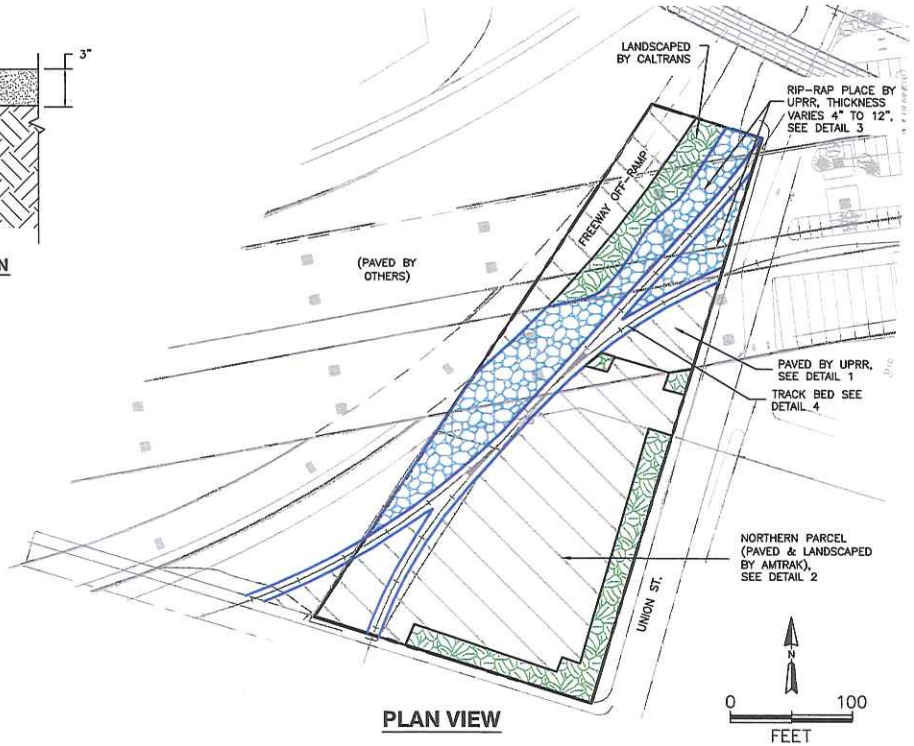
DETAIL 1 - ASPHALT SECTION
NOT TO SCALE



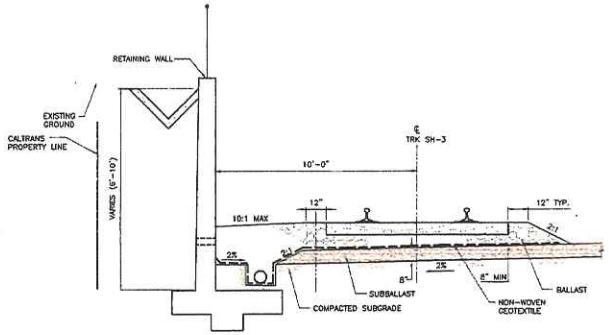
DETAIL 2 - ASPHALT SECTION
NOT TO SCALE



DETAIL 3 - RIP-RAP SECTION
NOT TO SCALE



PLAN VIEW



DETAIL 4 -TRACK BED SECTION
APPROXIMATE SCALE: 1"=6'

LEGEND

- APPROXIMATE PARCEL BOUNDARY
- 3" RIP RAP MATERIAL UNDERLAIN WITH GEOTEXTILE FABRIC
- LANDSCAPED VEGETATION
- ASPHALT PAVEMENT
- TRACK SECTION WITH BALLAST
- CONCRETE COLUMN
- CONCRETE COLUMN WITH ABOVE GRADE FOOTING

NOTES:
1. ALL RIP-RAP AND GRAVEL PLACED BY UPRR
2. BASEMAP PROVIDED BY OTHERS-UNVERIFIED
3. ALL BARRIERS PLACED ADJACENT TO EXISTING FEATURES (I.E., SIDEWALKS, PAVEMENT, WALLS, ETC.)
4. DETAIL 2 PER OAKLAND MAINTENANCE FACILITY CONSTRUCTION PLANS (STV INCORPORATED, 2003)
5. DETAIL 4 IS A TYPICAL DETAIL FROM AMTRAK OAKLAND MAINTENANCE FACILITY DRAWINGS AND SPECIFICATIONS.

Figure 2
Components of the Protective Barrier for the Northern Parcel
I-880 Corridor Protective Barrier
Oakland, California

ERM 06/07

CAD File: G:\0020558\50\2055850-19.dwg
Drawn By: J. Estrada
Date: 06/25/07
Project No. 0020558.50