



2015306113

11/16/2015 11:44 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 0.00

RECORDING REQUESTED BY:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, California 94501
Attention: Victoria Johnson
Director of Housing and
Community Development



COPY of document to be recorded
Has not been compared with Original

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Brownfields and Environmental Restoration Program
700 Heinz Avenue
Berkeley, California 94710-2721
Attention: Karen M. Toth, P.E.
Unit Chief

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RECORDING FEE WAIVED
PER GOVT CODE 27383

LAND USE COVENANT AND AGREEMENT
ENVIRONMENTAL RESTRICTIONS

County of Alameda, Assessor Parcel Number: 074-1366-004
Former Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex
Alameda Landing Redevelopment Project, Lot 108
Stargell Commons
Department Site Code 201971

This Land Use Covenant and Agreement, Environmental Restrictions ("Covenant") is made by and between Housing Authority of the City of Alameda (the "Covenantor"), the current owner of property identified as Stargell Commons (the "Property"), which is located in Lot 108 of the Alameda Landing Redevelopment Project, within the former Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex ("FISCA"), in the County of Alameda, State of California, 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 and 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 the

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

ARTICLE I
STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant, totaling approximately 1.13 acres, is more particularly described in the attached Exhibit A, "Legal Description", and depicted in Exhibit B, "Site Plan". The Property is generally bounded by Bette Street on the west, Willie Stargell Avenue on the south, Fifth Street on the east, and residential development on the north, in the City of Alameda. The Property is also identified as County of Alameda, Assessor Parcel Number: 074-1366-004.

1.2. Remediation of Property. This Property has been investigated and remediated under the Department's oversight. The Department approved the Human Health Risk Assessment/Feasibility Study/Remedial Action Plan ("HHRA/FS/RAP") on May 7, 2008 in accordance with Health and Safety Code, division 20, chapter 6.8. The HHRA/FS/RAP requires (a) excavation of contaminated soils to four feet below the finished grade and (b) implementation of institutional controls to restrict disturbance of soils four feet below the finished grade and to prohibit groundwater uses at the Property. In addition, the Department approved the Site Management Plan on July 3, 2008 specifying mitigation efforts to be implemented to minimize exposure of human health or environmental receptors to contaminants that may be present at FISCA prior to, during, and following redevelopment.

Groundwater at the Alameda Landing Redevelopment Project area contains residual metal and fuel-related chemical concentrations contributing potential cancer risk of 1.5E-04 and hazard index of 11, exceeding the benchmarks for safety. Hence, the HHRA/FS/RAP requires institutional controls to prohibit direct exposure to groundwater by prohibiting groundwater extraction, use, and consumption.

The HHRA/FS/RAP had contemplated a separate decision document to select a vapor intrusion mitigation measure for Area C, within which the Property is located, due to the presence of volatile organic compounds (VOC) in groundwater at depth; however, the Department ended the decision document review process on June 30, 2015 due to the completion of groundwater treatment, post-remediation risk assessment, and amendment to the Record of Decision for the VOC-impacted groundwater. DTSC has determined that there is no unacceptable risk to human health or the environment at Area C due to vapor intrusion.

On October 19, 2015, the Department approved the Remedial Action Completion Report concluding that contaminated soils from the ground surface to four feet below the finished grade had been remediated. For surface runoff drainage, four bioretention planters were constructed on the Property at no greater than four feet below ground surface. To prevent potential future contact with Property soils, all bioretention planters are lined with concrete and/or impermeable liners.

Hazardous substances, primarily carcinogenic polynuclear aromatic hydrocarbons, remain in soils at the Property four feet below the finished grade with chemical concentrations above levels acceptable for unrestricted land use. In the absence of institutional controls, exposure to chemical impacted soils beneath the top four feet of soil at the Property would be considered unsafe.

1.3. Basis for Environmental Restrictions. As a result of the presence at the Property of hazardous substances, which are also hazardous materials as defined in 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 and 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, as remediated and when used in compliance with the Environmental Restrictions of 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 California Department of Toxic Substances Control and includes its successor agencies, if any.

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

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

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

2.5. Occupant. "Occupant" or "Occupants" 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.

2.6. Owner. "Owner" or "Owners" means the Covenantor, any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.1. 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 Civil Code section 1471 and Health and Safety Code section 25355.5; (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 and new Owner shall provide Notice to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The 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 Parcel Number(s) noted on page one. If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number 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 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, implementing and enforcing this Covenant.

ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

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

- (a) Disturbance of soils four feet below the ground surface without prior Department written approval.
- (b) Construction of any groundwater well without prior Department written approval.
- (c) Extraction, utilization, or consumption of groundwater without prior Department written approval.
- (d) Soil disturbance beyond the structural concrete or impermeable liner in bioretention planters as shown in Exhibit B without prior Department written approval.

4.2. Soil Management. Soil management activities at the Property are subject to the May 2008 Department-approved Site Management Plan, and any other Site Management Plan subsequently approved by the Department.

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.

4.4. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual inspection report to the Department for its approval by January 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall

describe how the observations that were the basis for the statements and conclusions in the annual inspection report were performed (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.

4.5. Five-Year Review. In addition to the annual inspection and reporting noted above, after a period of five (5) years from the recordation of this Covenant and every five (5) years thereafter, the Owner shall submit a Five-Year Review report documenting its review of the remedy implemented and its evaluation to determine if human health and the environment are being adequately protected by the remedy as implemented. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or received by the Owner and evaluate the adequacy of the implemented remedy in protecting human health and the environment. As a result of any review work performed, the Department may require the Owner to perform additional review work or modify the review work previously performed by the Owner.

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, such as failure to submit (including 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 from Environmental Restrictions. Any person may apply to the Department for a written variance from any 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 of Environmental Restrictions. Any person may apply to the Department to remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. 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 Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Alameda within 10 calendar days of the Covenantor'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) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Victoria Johnson
Director of Housing and Community Development
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, California 94501

And

To Department:

Karen M. Toth, P.E., Unit Chief
Department of Toxic Substances Control
Brownfields and Environmental Restoration Program
700 Heinz Avenue
Berkeley, California 94710-2721

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 Covenantor and the Department hereby execute this
Covenant.

Covenantor:

By: Vanessa Cooper
Vanessa M. Cooper
Executive Director
Housing Authority of the City of Alameda

Date: 11/16/15

Department of Toxic Substances Control:

By: Karen M. Toth
Karen M. Toth, P.E.
Unit Chief
Brownfields and Environmental Restoration Program

Date: 11/16/2015

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 November 16, 2015 before me,

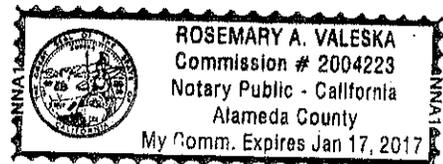
Rosemary A. Valeska, Notary Public
(space above this line is for name and title of the officer/notary),

personally appeared Vanessa M. Cooper, 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,

Rosemary A. Valeska (seal)
Signature of Notary Public



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 November 16, 2015 before me,

Rosemary A. Valeska, Notary Public
(space above this line is for name and title of the officer/notary),

personally appeared Karen M. 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,

Rosemary A. Valeska (seal)
Signature of Notary Public

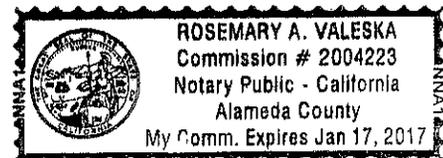


Exhibit A

Legal Description

LEGAL DESCRIPTION

Real property in the City of Alameda, County of Alameda, State of California, described as follows:

PARCEL ONE:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 4 AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP NO. 10086", FILED JULY 6, 2012, IN BOOK 320 OF PARCEL MAPS AT PAGES 43 THROUGH 53 (320 PM 43), INCLUSIVE, IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DELINEATED ON SAID MAP (320 PM 43) AS "NORTH 87°55'29" WEST, 17.70 FEET" ON THE SOUTHERLY LINE OF SAID PARCEL 4; THENCE ALONG SAID SOUTHERLY LINE, ON A TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1350.00 FEET THROUGH A CENTRAL ANGLE OF 03°49'01", AN ARC LENGTH OF 89.93 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE THROUGH THE INTERIOR OF SAID PARCEL 4 THE FOLLOWING SEVEN (7) COURSES:

- 1) NORTH 02°47' 17" EAST, 137.25 FEET;
- 2) NORTH 06°19'06" EAST, 54.82 FEET;
- 3) NORTH 87°12'43" WEST, 224.39 FEET;
- 4) ALONG A NON-TANGENT CURVE HAVING A RADIUS OF 207.00 FEET AND CONCAVE TO THE NORTHEAST, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARS SOUTH 79°39'58" WEST, THROUGH A CENTRAL ANGLE OF 08°42'05", AN ARC LENGTH OF 31.44 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 243.00 FEET;
- 5) ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 21°49'24" AN ARC LENGTH OF 92.56 FEET;
- 6) SOUTH 02°47'17" WEST, 77.71 FEET;
- 7) ALONG A TANGENT CURVE HAVING A RADIUS OF 192.00 FEET AND CONCAVE TO THE EAST, THROUGH A CENTRAL ANGLE OF 06°59'22", AN ARC LENGTH OF 23.42 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 4;

THENCE EASTERLY ALONG SAID LINE, ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1350.00 FEET; A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARS NORTH 10°01'25" WEST, THROUGH A CENTRAL ANGLE OF 08°16'55", AN ARC LENGTH OF 195.14 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 40,965 SQUARE FEET OR 0.94 ACRES, MORE OR LESS.

PARCEL TWO:

BEING A PORTION OF PARCEL 4 AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP NO. 10086", FILED JULY 6, 2012, IN BOOK 320 OF PARCEL MAPS AT PAGES 43 THROUGH 53 (320 PM 43), INCLUSIVE, IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DELINEATED ON SAID MAP (320 PM 43) AS "NORTH 02°47'17" EAST 181.37 FEET" ON THE GENERAL WESTERLY LINE OF SAID PARCEL 4;

THENCE NORTHERLY AND EASTERLY ALONG THE LAST SAID LINE THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 02°47'17" EAST 181.37 FEET;

2) SOUTH 87°12'43" EAST 31.75 FEET;

THENCE LEAVING SAID LINE SOUTH 02°47'17" WEST 14.08 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET THROUGH A CENTRAL ANGLE OF 21°49'25", AN ARC LENGTH OF 100.94 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 185.00 FEET;

THENCE ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 21°49'25", AN ARC LENGTH OF 70.47 FEET TO THE AFOREMENTIONED GENERAL WESTERLY LINE OF SAID PARCEL 4 (320 PM 43);

THENCE WESTERLY ALONG THE LAST SAID LINE NORTH 87°12'43" WEST 64.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 8,291 SQUARE FEET OR 0.190 ACRES, MORE OR LESS.

APN: 074-1366-004 (PORTION)



ENGINEERS
SURVEYORS
PLANNERS

January 14, 2014
BKF Job No.: 20115131

EXHIBIT "A"
PROPERTY DESCRIPTION

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

BEING a portion of Parcel 4 as said parcel is shown on that certain map entitled "Parcel Map No. 10086", filed July 6, 2012, in Book 320 of Parcel Maps at Pages 43 through 53 (320 PM 43), inclusive, in the Office of the Recorder of Alameda County, said portion being more particularly described as follows:

COMMENCING at the southwesterly corner of said Parcel 4 on the northerly right of way line of Willie Stargell Avenue (right of way varies) as said avenue is shown on said map (320 PM 43);

THENCE easterly long said northerly right of way line the following two (2) courses:

1) North $78^{\circ}16'48''$ East 21.27 feet;

2) along a curve to the right having a radius of 1350.00 feet through a central angle of $01^{\circ}41'47''$, an arc distance of 39.97 feet to a point on a curve, concave easterly, having a radius of 192.00 feet, from which the center bears North $85^{\circ}47'55''$ East and the **POINT OF BEGINNING**;

THENCE leaving said northerly right of way line along said curve through a central angle of $06^{\circ}59'22''$, an arc distance of 23.42 feet;

THENCE North $02^{\circ}47'17''$ East 77.71 feet;

THENCE along a curve to the left having a radius of 243.00 feet through a central angle of $21^{\circ}49'25''$, an arc distance of 92.56 feet to the beginning of a reverse curve having a radius of 207.00 feet;

THENCE along said reverse curve through a central angle of $08^{\circ}42'06''$, an arc distance of 31.44 feet;

THENCE South $87^{\circ}12'43''$ East 224.39 feet;

THENCE South $06^{\circ}19'06''$ West 54.82 feet;

THENCE South $02^{\circ}47'17''$ West 137.25 feet to the previously mentioned northerly right of way line of Willie Stargell Avenue and a point on a curve, concave southerly, having a radius of 1350.00 feet, from which the center bears South $01^{\circ}44'30''$ East;

January 14, 2014
BKF Job No.: 20115131

THENCE westerly along said northerly right of way line and said curve through a central angle of $08^{\circ}16'55''$, an arc distance of 195.14 feet to the **POINT OF BEGINNING**.

Containing an area of 40,965 square feet or 0.940 acres, more or less.

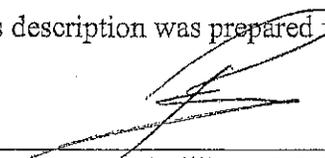
Subject to any easements of record.

Bearings are based on the California Coordinate System of 1927, Zone III; all distances shown herein are ground distances, multiply ground distances by 0.9999295 to obtain grid distances.

This property description has been prepared by me, or under my direction, in conformance with the requirements of the Land Surveyors' Act and shall not be utilized in any conveyance which violates the Subdivision Map Act of the State of California or local ordinances.

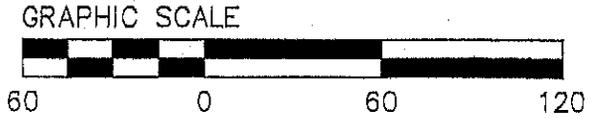
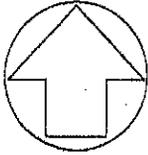
A plat showing the above described property is attached hereto and made a part hereof as Exhibit "B".

This description was prepared from record information for BKF Engineers.

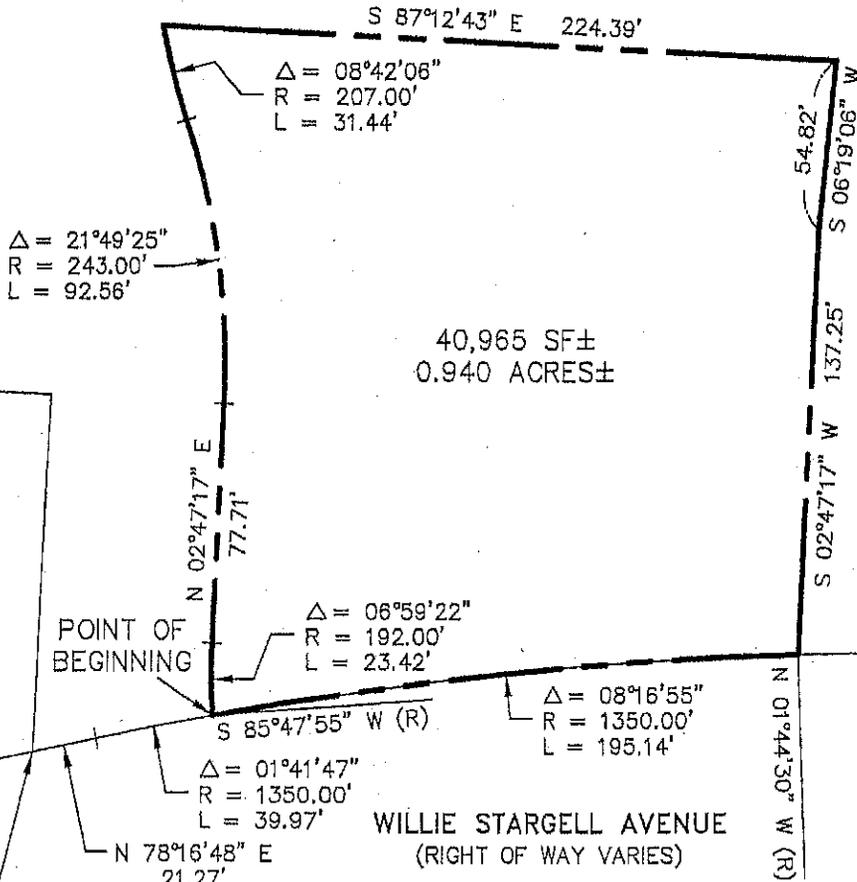
By: 
Barry T. Williams P.L.S. No. 6711
License Expires: 06/30/2012

Dated: 1-16-14





PARCEL 4
 PARCEL MAP 10086
 320 PM 43



CITY OF ALAMEDA
 2008-194641 O.R.

POINT OF BEGINNING

POINT OF COMMENCEMENT

WILLIE STARGELL AVENUE
 (RIGHT OF WAY VARIES)

FIFTH STREET
 (RIGHT OF WAY VARIES)

FIFTH STREET

TRACT 7511 - BAYPORT - 277 M 1
 AMENDING MAP OF
 TRACT 7511 - BAYPORT - 285 M 77

EXHIBIT "B"



1646 NORTH CALIFORNIA BLVD.
 SUITE 400
 WALNUT CREEK, CA 94596
 925-940-2200
 925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
DESCRIPTION
 Job No. 20115131
 By MLM Date 01/14/14 Chkd. BTW
 SHEET 1 OF 1

Residential, Alameda Landing

Project: 20115131

Tue January 14 11:57:02 2014

Parcel Map Check

Parcel name: FUTURE LOT 108

North: 472860.6130 East : 1485164.5881
 Curve Length: 23.42 Radius: 192.00
 Delta: 6-59-22 Tangent: 11.73
 Chord: 23.41 Course: N 00-42-24 W
 Course In: N 85-47-55 E Course Out: N 87-12-43 W
 RP North: 472874.6794 East : 1485356.0721
 End North: 472884.0186 East : 1485164.2994
 Line Course: N 02-47-17 E Length: 77.71
 North: 472961.6366 East : 1485168.0793
 Curve Length: 92.56 Radius: 243.00
 Delta: 21-49-25 Tangent: 46.85
 Chord: 92.00 Course: N 08-07-25 W
 Course In: N 87-12-43 W Course Out: N 70-57-52 E
 RP North: 472973.4565 East : 1484925.3670
 End North: 473052.7121 East : 1485155.0788
 Curve Length: 31.44 Radius: 207.00
 Delta: 8-42-06 Tangent: 15.75
 Chord: 31.41 Course: N 14-41-05 W
 Course In: N 70-57-52 E Course Out: S 79-39-58 W
 RP North: 473120.2261 East : 1485350.7593
 End North: 473083.0936 East : 1485147.1171
 Line Course: S 87-12-43 E Length: 224.39
 North: 473072.1790 East : 1485371.2414
 Line Course: S 06-19-06 W Length: 54.82
 North: 473017.6919 East : 1485365.2084
 Line Course: S 02-47-17 W Length: 137.25
 North: 472880.6044 East : 1485358.5323
 Curve Length: 195.14 Radius: 1350.00
 Delta: 8-16-55 Tangent: 97.74
 Chord: 194.97 Course: S 84-07-03 W
 Course In: S 01-44-30 E Course Out: N 10-01-25 W
 RP North: 471531.2281 East : 1485399.5631
 End North: 472860.6218 East : 1485164.5902

Perimeter: 836.73 Area: 40,965 sq. ft. 0.940 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0091 Course: N 13-15-24 E
 Error North: 0.00882 East : 0.00208
 Precision 1: 91,948.35



January 27, 2015
BKF Job No.: 20145193-10

EXHIBIT "A"
PROPERTY DESCRIPTION

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

BEING a portion of Parcel 4 as said parcel is shown on that certain map entitled "Parcel Map No. 10086", filed July 6, 2012, in Book 320 of Parcel Maps at Pages 43 through 53 (320 PM 43), inclusive, in the Office of the Recorder of Alameda County, said portion being more particularly described as follows:

BEGINNING at the southerly terminus of that certain course delineated on said map (320 PM 43) as "North 02°47'17" East 181.37 feet" on the general westerly line of said Parcel 4;

THENCE northerly and easterly along said the last said line the following two (2) courses:

- 1) North 02°47'17" East 181.37 feet;
- 2) South 87°12'43" East 31.75 feet;

THENCE leaving said line South 02°47'17" West 14.08 feet;

THENCE along a curve to the left having a radius of 265.00 feet through a central angle of 21°49'25", an arc length of 100.94 feet to the beginning of a reverse curve having a radius of 185.00 feet;

THENCE along said reverse curve through a central angle of 21°49'25", an arc length of 70.47 feet to the aforementioned general westerly line of said Parcel 4 (320 PM 43);

THENCE westerly along the last said line North 87°12'43" West 64.00 feet to the **POINT OF BEGINNING**.

Containing an area of 8,291 square feet or 0.190 acres, more or less.

Subject to any easements of record.

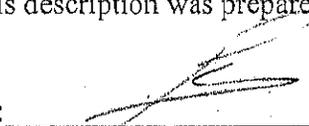
Bearings are based on the California Coordinate System of 1927, Zone III; all distances shown herein are ground distances, multiply ground distances by 0.9999295 to obtain grid distances.

January 27, 2015
BKF Job No.: 20145193-10

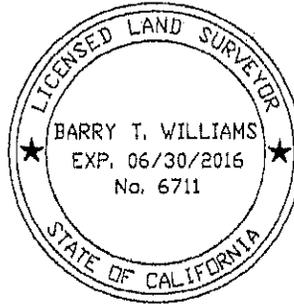
This property description has been prepared by me, or under my direction, in conformance with the requirements of the Land Surveyors' Act and shall not be utilized in any conveyance which violates the Subdivision Map Act of the State of California or local ordinances.

A plat showing the above described property is attached hereto and made a part hereof as Exhibit "B".

This description was prepared from record information for BKF Engineers.

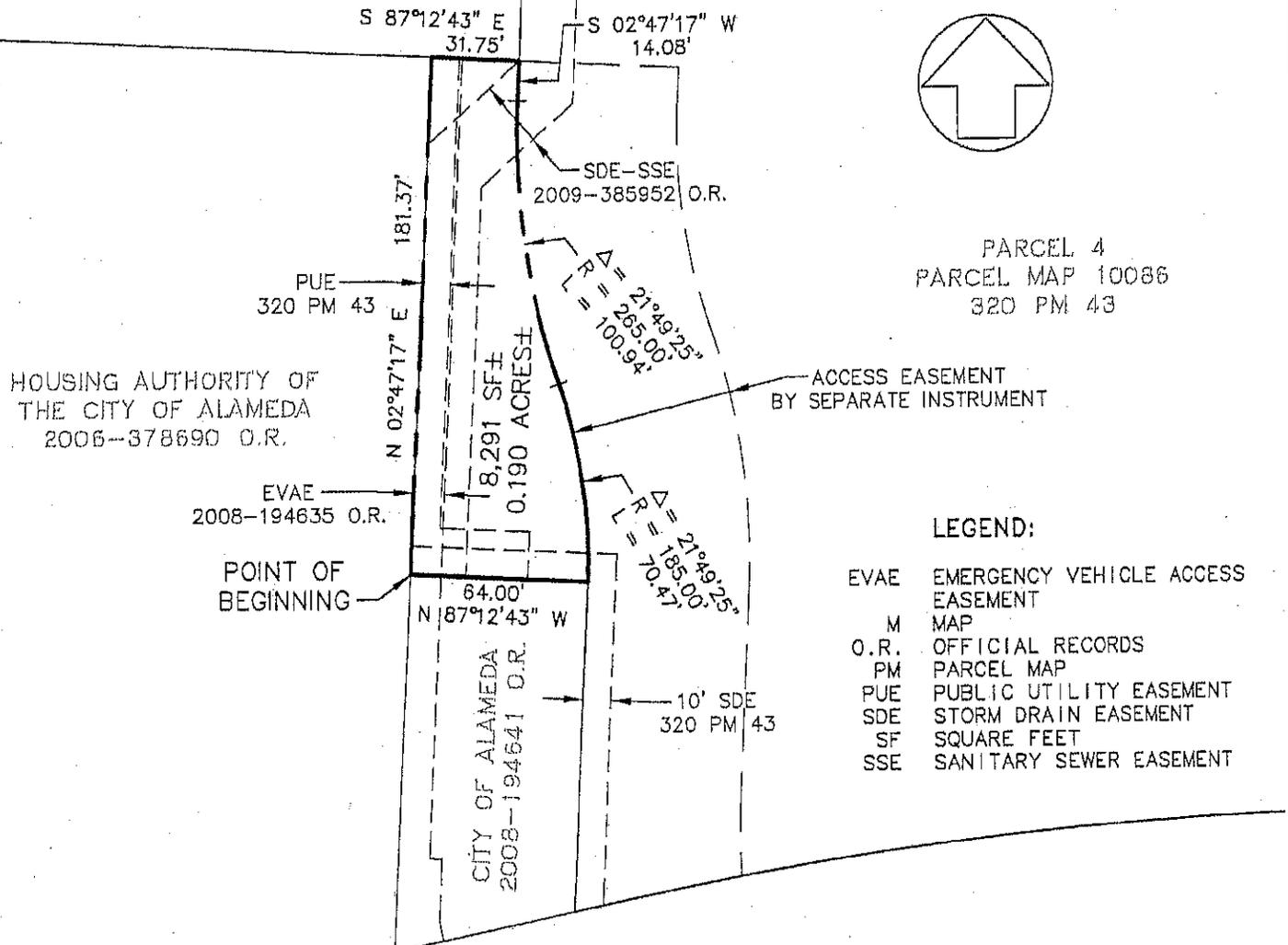
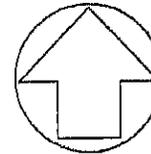
By: 
Barry T. Williams P.L.S. No. 6711
License Expires: 06/30/2016

Dated: 1-27-15



PARCEL 1
7567 O.R. 117

GRAPHIC SCALE



PARCEL 4
PARCEL MAP 10086
320 PM 43

HOUSING AUTHORITY OF
THE CITY OF ALAMEDA
2006-378690 O.R.

EVAE
2008-194635 O.R.

POINT OF
BEGINNING

CITY OF ALAMEDA
2008-194641 O.R.

ACCESS EASEMENT
BY SEPARATE INSTRUMENT

LEGEND:

- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- M MAP
- O.R. OFFICIAL RECORDS
- PM PARCEL MAP
- PUE PUBLIC UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- SF SQUARE FEET
- SSE SANITARY SEWER EASEMENT

WILLIE STARGELL AVENUE
(RIGHT OF WAY VARIES)

TRACT 7511 - BAYPORT - 277 M 1
AMENDING MAP OF
TRACT 7511 - BAYPORT - 285 M 77

EXHIBIT "B"



1646 NORTH CALIFORNIA BLVD.
SUITE 400
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
DESCRIPTION
Job No. 20145193-10 (20115131)
By MLH Date 01/27/15 Chkd. BTW
SHEET 1 OF 1

Exhibit B

Site Plan

