

RECORDING REQUESTED BY:  
United States Navy  
BRAC Program Management Office West  
33000 Nixie Way  
Bldg 50, 2nd Floor  
San Diego, California 92147  
Attention: Amy Hill  
Real Estate Contracting Officer



2019100989 05/30/2019 01:02 PM  
OFFICIAL RECORDS OF ALAMEDA COUNTY  
MELISSA WILK  
RECORDING FEE: 0.00



29 PGS

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
700 Heinz Avenue  
Berkeley, CA 94710  
Attention: Ms. Emily Mortazavi  
Alameda Remedial Project Manager

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199  
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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**Document entitled to free recordation under CA Government Code § 27383**

COVENANT TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION

(Re: Former Naval Air Station [NAS] Alameda  
For Installation Restoration (IR) Site 25 within Operable Unit-5 (OU-5)  
at the former Navy North Housing Area  
[Alameda Housing Authority Parcel])

This Covenant and Agreement ("Covenant") is made by and between the United States of America acting by and through the Department of the Navy ("DON, 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" ("Property"), and the State of California acting by and through the California Environmental Protection Agency Department of Toxic Substances Control ("Department"). The Covenantor and the Department, collectively referred to as the "Parties", intend that the use of the Property be restricted as set forth in this Covenant,

in order to protect human health, safety and the environment. The Parties have determined that this Covenant is reasonably necessary to protect present or future human health, safety, and the environment as a result of the presence of hazardous material in soil as defined in California Health and Safety Code Section 25260 in the Property, and enter into this Covenant in accordance with Health and Safety Code Section 25355.5, California Civil Code Section 1471(c), and California Code of Regulations, Title 22, Section 67391.1. In addition, pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) Section 104 (42 U.S.C. § 9604), as delegated to the Covenantor by Executive Order 12580, ratified by Congress in 10 U.S.C. § 2701, et. seq., and implemented by the National Oil and Hazardous Substances Pollution Contingency Plan (NCP-40 CFR Part 300) and implementing guidance and policies, the Covenantor has also determined that this Covenant is reasonably necessary to protect present or future human health, safety, and the environment as the result of the presence in the soil of hazardous substances, pollutants and contaminants as defined in CERCLA Section 101 (42 U.S.C. § 9601).

The provisions of this Covenant shall be for the benefit of, and shall be enforceable by, the United States Environmental Protection Agency (“U.S. EPA”), as a third party beneficiary pursuant to general contract law, including, but not limited to, California Civil Code Section 1559.

The Parties therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety, and the environment.

## ARTICLE I

### STATEMENT OF FACTS

1.01 The Property, known as a portion of Installation Restoration (IR) Site 25 or the former Navy North Housing Area, is comprised of approximately 12.33 acres, and is a component of Operable Unit 5 (OU-5). The Property is located within the former NAS Alameda, located in the City of Alameda, Alameda County, California. A figure representing the general location of the Property in relationship to the former NAS Alameda is provided in Exhibit "A2."

1.02 NAS Alameda was listed on the U.S. EPA National Priorities List under CERCLA in July 1999. The Defense Environmental Restoration Program ("DERP"), codified as 10 U.S.C. §§ 2701-2709, gave the Department of Defense ("DoD") Environmental Restoration Program statutory status. The Covenantor entered into a Federal Facility Agreement ("FFA") with U.S. EPA on July 5, 2001. The FFA was later signed by the Department and the Regional Water Quality Control Board, San Francisco Bay Region ("Regional Water Board"). The FFA establishes a procedural framework for developing, implementing, and monitoring appropriate response actions at NAS Alameda in accordance with CERCLA, the NCP, Superfund guidance and policy, the Resource Conservation and Recovery Act ("RCRA"), RCRA Guidance and Policy, Defense Environmental Restoration Program ("DERP"), and applicable state law.

1.03 The Record of Decision (ROD) for IR Site 25 Soil, Alameda Point, Alameda, California, approved by the DON and U.S. EPA and concurred on by the Department and Regional Water Board October 3, 2007 (DON, 2007) documents the CERCLA response action for soil contamination at the Property which required institutional controls for soil to require approval from the DON, U.S. EPA and the Department for excavation of soil from depths greater

than four (4) feet below ground surface or for the removal of hardscape. A Soil Management Plan must be developed by the Owner or designated party and approved by the DON, U.S. EPA and the Department.

The Land Use Control Remedial Design (LUC RD) for IR Site 25 was issued by the DON in October 2009. The LUC RD provides details for the institutional controls. A copy of the LUC RD is on file at the Department at the address provided in Section 7.03.

1.04 Soil Contamination. Investigations conducted on the site revealed the presence of polynuclear aromatic hydrocarbons (PAHs) in soil. Between 2000 -2002, removal actions were conducted in various locations within the Property to remove soil with elevated PAH concentrations up to a depth of two (2) feet below ground surface, but soil located beneath buildings and hardscape (such as concrete or paved roadways, parking lots, foundations, and sidewalks) was not removed. Orange plastic marker material was placed at the bottom of excavation areas to denote the extent of clean backfill placement. In areas with no buildings or hardscape, post-removal site conditions and residual concentrations of PAHs allow unrestricted use, but require a restriction on activities that will disturb soil below four (4) feet below grade (e.g., excavation, grading, trenching, drilling). Such soil disturbance is prohibited unless conducted in accordance with a Soil Management Plan (See Article 4.01(1)). Soil beneath buildings and hardscape may contain PAHs at elevated concentrations. Additionally, soil disturbance beneath buildings and hardscape is prohibited unless conducted in accordance with a Soil Management Plan (See Article 4.01(2)). Soil beneath the orange plastic marker was not previously excavated and may also contain areas of PAHs at elevated concentrations.

1.05 The Parties have further concluded that the Property as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human health, safety, or the environment when there is compliance with the restrictions of this Covenant.

## ARTICLE II

### DEFINITIONS

2.01 Covenantor. “Covenantor” shall mean the United States of America acting through the DON.

2.02 Department. “Department” shall mean the California Environmental Protection Agency Department of Toxic Substances Control and shall include its successor agencies, if any.

2.03 U.S. EPA. “U.S. EPA” shall mean the United States Environmental Protection Agency and includes its successor agencies, if any.

2.04 FFA. “FFA” shall mean the Federal Facility Agreement among the DON, U.S. EPA, the Department of Toxic Substances Control, and the San Francisco Bay Regional Water Quality Control Board.

2.05 Occupant. “Occupant” shall mean any person or entity entitled by leasehold or other legal relationship to the right to occupy any portion of the Property.

2.06 Owner. “Owner” shall mean the Covenantor’s successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

2.07 Regional Water Board. “Regional Water Board” shall mean the California Regional Water Quality Control Board, San Francisco Bay Region and includes its successor agencies, if any.

### ARTICLE III

#### GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, “Restrictions”), subject to which the portions of the Property and any associated monitoring and other equipment shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions are to be construed to be consistent with the separate Restrictions placed in the deed by and in favor of the Covenantor, conveying the Property from the Covenantor to its successor in interest. Each and every Restriction: (a) runs with the land in perpetuity pursuant to Health and Safety Code Section 25355.5(a)(1)(C) and Civil Code Section 1471; (b) inures to the benefit of, and passes with, each and every portion of the Property; (c) shall apply to and bind all subsequent Owners and Occupants of the Property; (d) is for the benefit of, and is enforceable by the Department, and (e) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners and Lessees/Occupants. 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, as well as any Occupants and their agents. Pursuant

to Civil Code section 1471(b) all successive owners of the Property and each person having any interest derived through any owner are expressly bound hereby for the benefit of the Department. However, this Covenant 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 or any acts or omissions during their ownership or occupancy.

3.03 Incorporation into Deeds, Leases, and/or Rental Agreements. The Restrictions set forth herein shall be incorporated by reference in each and all deeds leases, and/or rental agreements for any portion of the Property to which they are in effect and applicable.

3.04 Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding leases, mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant alone, have authority to approve, disapprove, or otherwise affect a conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.05 Costs of Administering the Covenant. The Department will incur costs associated with the administration of this Covenant. These costs must be paid by the Owner pursuant to California Code of Regulations, Title 22, Section 67391.1(h).

#### ARTICLE IV

#### RESTRICTIONS

4.01 Prohibited Activity. The following activity shall not be conducted within the Property:

(1) In areas with no hardscape (e.g., no structures, concrete or paved roadways, parking lots, foundations, and sidewalks) and no buildings, there is a prohibition against excavation of soil from depths greater than four (4) feet below the surface unless the Owner 1) obtains the Department, U.S. EPA, and DON approval; and, 2) develops and complies with a Soil Management Plan to address management, handling, and disposal of soil in accordance with applicable laws and regulations. The Owner's Soil Management Plan shall require approval by the DON, the Department, and U.S. EPA, unless U.S. EPA, in its discretion, determines that its review and approval of a specific Soil Management Plan is not necessary. This prohibition does not apply to utility repair and utility maintenance.

(2) In areas with hardscape (e.g., structures, concrete or paved roadways, parking lots, foundations, and sidewalks) or buildings, for any excavation immediately below the hardscape or foundation, the Owner shall obtain written approval from the Department, U.S. EPA and DON; and for any major site work consisting of demolition or removal of hardscape and buildings existing at the time of conveyance Owner shall develop and comply with a Soil Management Plan approved by the Department, U.S. EPA and DON. Replacement of single-lot walkways and driveways is not considered major site work, provided that it does not disturb soil below the hardscape.

4.02 Access for Department and U.S. EPA. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities associated with the selected remedy on the Property 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. Nothing in this instrument shall limit or otherwise affect U.S. EPA's right of

entry and access, or U.S. EPA's authority to take response actions, under CERCLA; the National Contingency Plan, 40 Code of Federal Regulations Part 300 (1997) and its successor provisions; or federal law. Nothing in this instrument shall limit or otherwise effect the Department's right of entry and access, or authority to take response actions, under CERCLA; the National Contingency Plan, 40 Code of Federal Regulations Part 300 (1997) and its successor provisions; Chapter 6.8, Division 20 of the California Health and Safety Code; California Civil Code, or other applicable state law.

4.03 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection and annual compliance reporting to ensure compliance with the restrictions and requirements, and terms of the Annual Institutional Control (IC) Compliance Monitoring Report and IC Compliance Certificate, consistent with the forms attached hereto as Exhibit B, shall be deemed to comply with the reporting requirements of this paragraph. Copies of the completed Annual IC Compliance Monitoring Report and IC Compliance Certificate shall be sent to the DON, the Department, the Regional Water Board and U.S. EPA in January of each calendar year. Should any deficiencies be found during the annual inspection, the Owner shall provide the FFA signatories a separate written explanation with the Compliance Certificate indicating specific deficiencies found and what efforts and measures have or will be taken to correct those deficiencies. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner shall, within ten (10) days of identifying the violation(s), notify the FFA signatories and work with the FFA signatories to correct the problems discovered.

## ARTICLE V

### ENFORCEMENT

5.01 Enforcement. Failure of the Owner or Occupant to comply with any of the Restrictions specifically applicable to the Property shall be grounds for the Department, by means of this Covenant, to require that the Owner modify or remove any improvements ("Improvements" herein shall include, among other things, all earthen fills, caps, piers, structures, buildings, roads, driveways, paved parking areas, and landscaping) constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant by the Owner or Occupant may result in the imposition of civil and/or criminal remedies including nuisance or abatement against the Owner or Occupant as provided by law.

5.02 Enforcement Rights of U.S. EPA as a Third Party Beneficiary. The provisions of this Covenant shall be for the benefit of, and shall be enforceable by, U.S. EPA as a third party beneficiary. U.S. EPA, as a third party beneficiary, has the right to enforce the environmental Restrictions contained herein.

## ARTICLE VI

### VARIANCE, REMOVAL AND TERMS

6.01 Variance. Any person may apply to the Department for a written variance from the Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code Section 25223, and a copy of the application shall be submitted to U.S. EPA simultaneously with the application submitted to the Department. No variance may be granted under this paragraph without prior notice to and an opportunity to comment by U.S. EPA.

6.02 Removal of Restriction. Any person may apply to the Department to remove a Restriction imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code Section 25224 and a copy of the application shall be submitted to U.S. EPA simultaneously with the application submitted to the Department. No removal of a Restriction may be granted under this paragraph without prior written notice to and an opportunity to comment by U.S. EPA.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of discretion, after providing notice to and an opportunity to comment by U.S. EPA, this Covenant shall continue in effect in perpetuity.

## ARTICLE VII

### MISCELLANEOUS

7.01 No Dedication or Taking 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. Further, nothing in this Covenant shall be construed to effect a taking under state or federal law.

7.02 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.

7.03 Notices. Whenever any person gives or serves any Notice ("Notice" as used here 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, two (2) or three (3)

business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor: United States Navy  
BRAC Program Management Office West  
33000 Nixie Way  
Bldg 50, Room 217  
San Diego, California 92147  
Attention: Director

To Department: Department of Toxic Substances Control  
700 Heinz Avenue  
Berkeley, CA 94710  
Attention: Ms. Emily Mortazavi  
Alameda Remedial Project Manager

To U.S. EPA: U.S. Environmental Protection Agency  
Federal Facilities Site Cleanup Branch  
Superfund Division  
75 Hawthorne Street  
San Francisco, CA 94105

To Regional Water Board: Regional Water Quality Control Board  
1515 Clay Street Suite 1400  
Oakland, CA 94612  
Attention: Yemia Hasimoto

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.

7.04 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is 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.

7.05 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference. Exhibits include:

Exhibit A1 - Legal Description of the Property

Exhibit A2 - Figure showing the Property in relationship to the former NAS  
Alameda

Exhibit B - Annual IC Compliance Monitoring Report and IC Compliance  
Certificate

7.06 Section Headings. The Section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.07 Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

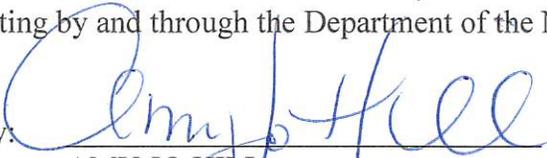
7.08 Statutory and Regulatory References. All statutory and regulatory references include successor provisions.

7.09 Counterparts. This Covenant may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this Covenant.

COVENANTOR:

UNITED STATES OF AMERICA,  
acting by and through the Department of the Navy

By: 

AMY JO HILL  
Real Estate Contracting Officer

Date: 23 April 2019

CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

**Signed in Counterpart**

By: \_\_\_\_\_  
JULIE PETTIJOHN  
Unit Chief

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties execute this Covenant.

COVENANTOR:

UNITED STATES OF AMERICA,  
acting by and through the Department of the Navy

Signed in Counterpart

By: \_\_\_\_\_  
AMY JO HILL  
Real Estate Contracting Officer

Date: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By: *Julie Pettijohn*  
JULIE PETTIJOHN  
*Branch* Unit Chief

Date: *May 29, 2019*

# 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 San Diego

On April 23, 2019 before me, Dorann Pons, Notary Public  
(insert name and title of the officer)

personally appeared Amy Jo Hill  
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 Dorann Pons (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 5/29/2019 before me, Leslie Johnson, Notary
Date Here Insert Name and Title of the Officer
personally appeared Juliet Pettijohn
Name(s) of Signer(s)

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]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian of Conservator
[ ] Other:
Signer is Representing:

Exhibit A1

Legal Description of the Property

Alameda Housing Authority Parcel

Portion of Site 25

**LEGAL DESCRIPTION  
ALAMEDA HOUSING AUTHORITY PARCEL  
ALAMEDA, CALIFORNIA**

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

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS 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, 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, AND A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "JUDGEMENT" RECORDED DECEMBER 21, 1951, IN BOOK 6618 OF OFFICIAL RECORDS, AT PAGE 339, 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 THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERN LINE OF SAID PARCEL 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 IS ALSO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE QUITCLAIM DEED RECORDED NOVEMBER 12, 2009 AS DOCUMENT NUMBER 2009-356111 IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERN LINE OF SAID PARCEL 2 (28 RS 14), SOUTH 02°46'51" WEST 297.85 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE OF PARCEL 2 (28 RS 14), SOUTH 02°46'51" WEST 863.24 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL 1 (7567 OR 117); SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL 1A, AS SAID PARCEL 1A IS 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, ALONG SAID SOUTHERN LINE OF PARCEL 1 (7567 OR 117), NORTH 87°13'09" WEST 351.25 FEET TO THE NORTHEASTERN CORNER OF PARCEL 2B 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 2B ALSO BEING SHOWN AND SO  
DESIGNATED ON SAID RECORD OF SURVEY NO. 2113, (31 RS 98);

THENCE, FROM SAID NORTHEASTERN CORNER OF PARCEL 2B (31 RS 98), ALONG  
THE NORTHERN LINE OF SAID PARCEL 2B (31 RS 98), NORTH 89°07'34" WEST  
75.28 FEET;

THENCE, LEAVING SAID NORTHERN LINE OF PARCEL 2B, NORTH 02°46'51" EAST  
2.51 FEET TO THE SOUTHWESTERN CORNER OF PARCEL 1 (7567 OR 117);

THENCE, FROM SAID SOUTHWESTERN CORNER OF PARCEL 1 (7567 OR 117), ALONG  
THE WESTERN LINE OF SAID PARCEL 1 (7567 OR 117), NORTH 02°46'51" EAST  
516.12;

THENCE, LEAVING SAID WESTERN LINE, NORTH 56°50'14" WEST 350.08 FEET;

THENCE, NORTH 01°54'00" EAST 396.14 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 191.10 FEET;

THENCE, SOUTH 02°38'08" WEST 244.25 FEET;

THENCE, SOUTH 87°21'52" EAST 356.17 FEET TO SAID POINT OF BEGINNING.

CONTAINING 12.33 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

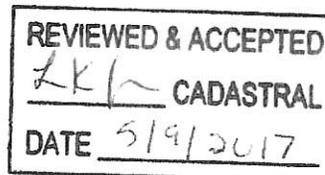


*Joel Garcia*

JOEL GARCIA, P.L.S.

L.S. NO. 5285

04-13-2017



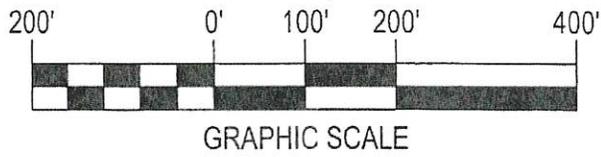


CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	25.00'	103°27'25"	45.14'
C2	378.00'	012°43'17"	83.93'

**LEGEND:**

POB = POINT OF BEGINNING  
 POC = POINT OF COMMENCEMENT  
 PARCEL 2 (PORTION)  
 7567 OR 117  
 6618 OR 339 (PORTION)

**NOTE:** PARCEL 2B, RS 2113 31 RS 98  
 COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816 (28 RS 14).



# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALAMEDA HOUSING AUTHORITY PARCEL  
 ALAMEDA, CALIFORNIA

APRIL 13, 2017

SHEET 1 OF 1

## Carlson, Barbee & Gibson, Inc.

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

4/14/2017 8:47 AM

PARCEL 2  
 RS 1816  
 28 RS 14

REEL 1821,  
 IMAGE 494

ALAMEDA HOUSING  
 AUTHORITY PARCEL  
 12.33 AC±

PARCEL 1 (PORTION)  
 7567 OR 117

MOSLEY  
 AVENUE

TRACT 8131  
 325 M 83

SINGLETON  
 AVENUE

PARCEL 4  
 PM 10086  
 320 PM 43

DN 2009-356111

DN 2006-378690

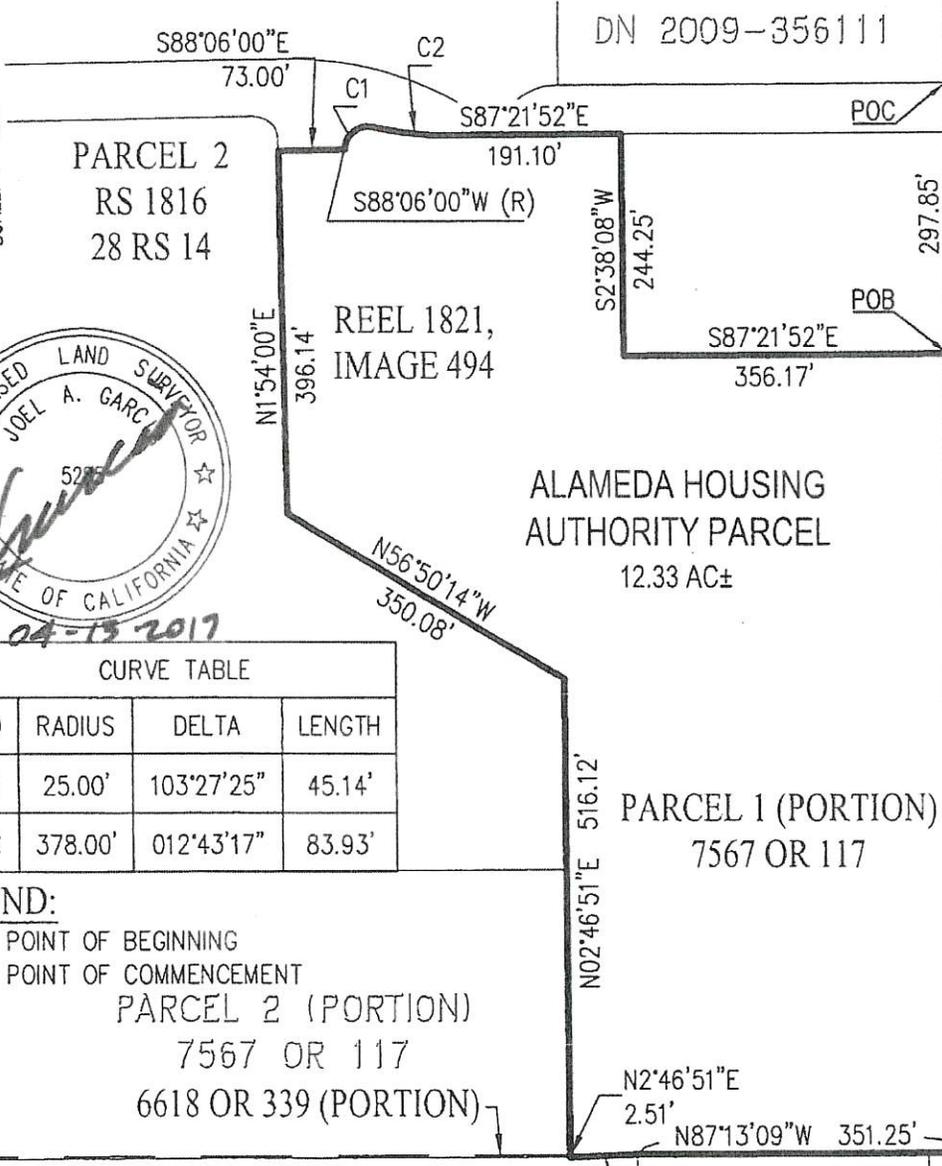


Exhibit A2

Figure showing the Property in relationship to the  
former NAS Alameda

Alameda Housing Authority Parcel

Portion of Site 25

**LEGEND**

-  ROAD/RUNWAY
-  BUILDING
-  WATER
-  PROPERTY SITE BOUNDARY
-  ALAMEDA POINT BOUNDARY

**NOTES:**

- IR - INSTALLATION RESTORATION (PROGRAM)
- NAS - NAVAL AIR STATION



BASE REALIGNMENT AND CLOSURE  
PROGRAM MANAGEMENT OFFICE WEST  
SAN DIEGO, CA

EXHIBIT A2

PROPERTY IN RELATION TO FORMER NAS ALAMEDA  
ALAMEDA, CALIFORNIA

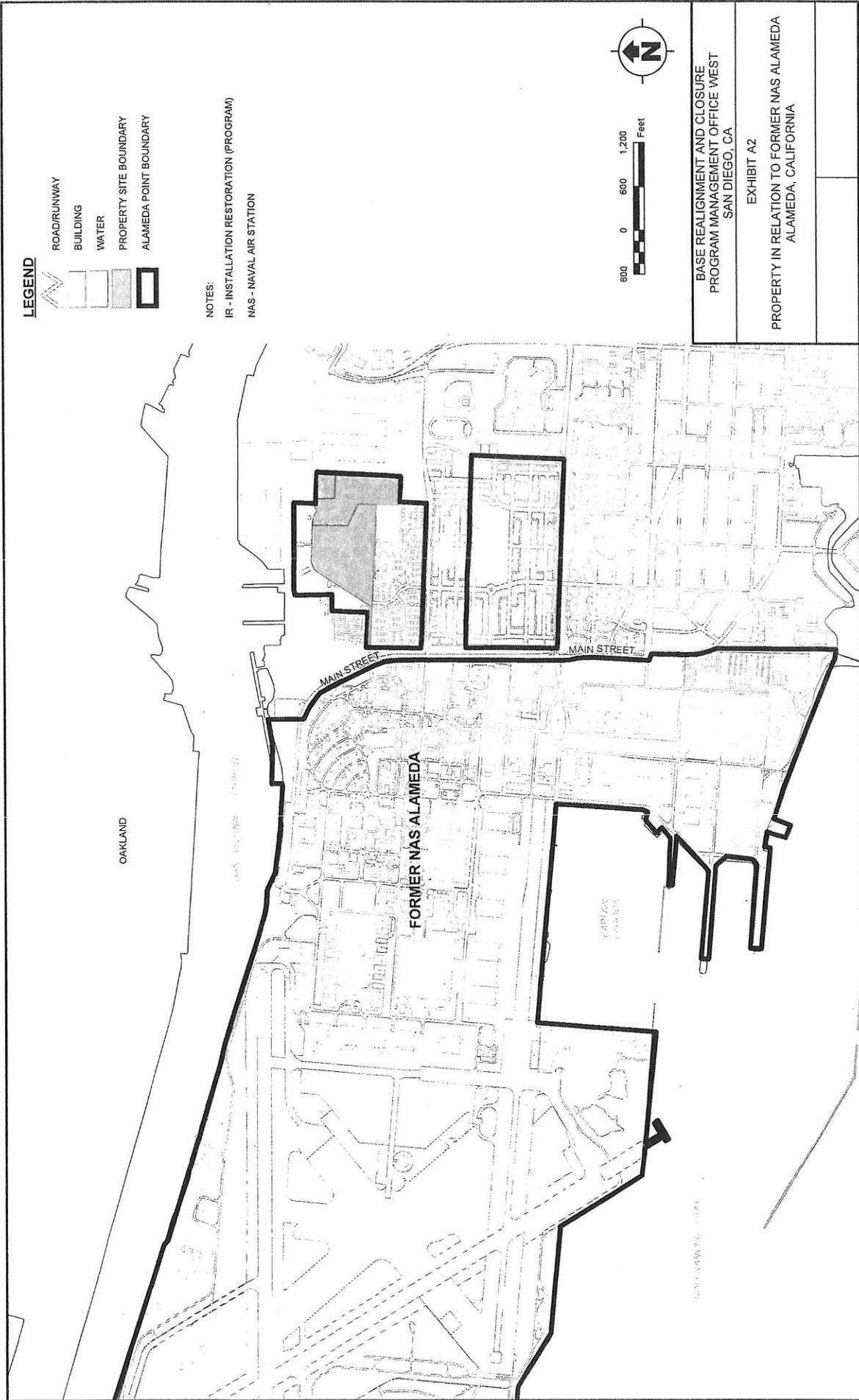


Exhibit B

Annual IC Compliance Monitoring Report  
and  
IC Compliance Certificate

Alameda Housing Authority Parcel

Portion of Site 25

APPENDIX A

INSTALLATION RESTORATION SITE 25 SOIL INSTITUTIONAL CONTROL  
COMPLIANCE MONITORING REPORT

Installation Restoration Site 25  
Alameda Point, Alameda, California  
EPA I.D. No. CA2170023236

Property Owner: \_\_\_\_\_

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

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

Certification Checklist

	In Compliance	Non-Compliance	See Comment
1) Excavation below 4 feet approved and in accordance with a Soil Management Plan (excluding utility repair and utility maintenance).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Major site work consisting of demolition or removal of hardscape and buildings approved and in accordance with a soil management plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Notification of incidents/conditions inconsistent with requirements (copies attached).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Any violations of these land use restrictions were reported within 10 business days of discovery and an explanation provided of those actions taken or to be taken was provided within 10 business days of notification of discovery.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

\_\_\_\_\_  
Printed Name/Signature

\_\_\_\_\_  
Date

Mail completed form(s) to the Department of the Navy, U.S. Environmental Protection Agency, California Department of Toxic Substances Control, and California Regional Water Quality Control Board annually.

Comments:

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**INSTALLATION RESTORATION (IR) SITE 25 SOIL ANNUAL  
INSTITUTIONAL CONTROL (IC) COMPLIANCE CERTIFICATE**

Installation Restoration Site 25  
Alameda Point, Alameda, California  
EPA I.D. No. CA2170023236

I \_\_\_\_\_ hereby certify that the attached IR Site 25 Soil IC Compliance Monitoring Report is complete and accurate. The requirements of Land Use Control (LUC) Remedial Design Sections 4 and 5 have been met. I further certify that a copy of this compliance certificate and the attached IR Site 25 Soil IC Compliance Monitoring Report have been sent by Registered Mail to the Federal Facility Agreement signatories.

\_\_\_\_\_  
(Name and title)

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