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OAK STREET TO 9TH AVENUE DISTRICT
BOUNDARY LINE AND EXCHANGE AGREEMENT

Instructions to the Alameda County Recorder

Please index this document as follows:

<u>Grantor</u>	<u>Grantee</u>	<u>Exhibit in which property is described</u>
State of California, acting by and through the State Lands Commission	City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners	EXHIBIT N
City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners	State of California, acting by and through the State Lands Commission	EXHIBIT Q
City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners	State of California, acting by and through the State Lands Commission	EXHIBIT T

<u>Grantor</u>	<u>Grantee</u>	<u>Exhibit in which property is described</u>
State of California, acting by and through the State Lands Commission	City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners	EXHIBIT U
State of California, acting by and through the State Lands Commission	Oakland Harbor Partners	EXHIBIT W
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City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners	Oakland Harbor Partners	EXHIBIT FF

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This Oak Street to 9th Avenue District Boundary Line and Exchange Agreement (the "Exchange Agreement") is entered into and will become Effective as provided in Section 11 below.

The parties to the Exchange Agreement are: the State of California (the "State"), acting by and through the State Lands Commission (the "Commission"); the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port"); and Oakland Harbor Partners, LLC, a California limited liability company ("OHP") collectively the "Parties," or, if individually, the "Party." The authority for the State and the Port to enter into this Exchange Agreement and to implement or accept the exchange, sale, and other agreements provided for herein is contained in, *inter alia*, the Oak Street to 9th Avenue District Exchange Act, Chapter 542, Statutes of 2004 (the "Exchange Act"). The authority for OHP to enter this Exchange Agreement is by unanimous consent of its members.

RECITALS

A. Terms used in this Exchange Agreement with the initial letter(s) capitalized, whether in the singular or the plural, and not otherwise defined herein shall have the meaning set forth in the Omnibus Definitions List attached hereto as **Exhibit A**. A term may be defined in both this Exchange Agreement and the Omnibus Definitions List. It is the intent of the Parties that the definition of a term in this Exchange Agreement and the definition of the same term in the Omnibus Definitions List be identical. In the event of an inconsistency between the definition of a term in this Exchange Agreement and the definition of that same term in the Omnibus Definitions List, the definition contained in the Omnibus Definitions List shall control.

B. This Exchange Agreement concerns lands that lie within, along, or inland of the Oakland Estuary. For ease of reference, this Exchange Agreement collectively refers to these lands as the "Oak Street to 9th Avenue Property." The Oak Street to 9th Avenue Property is depicted solely for reference purposes in **Exhibit B** hereto and is described in **Exhibit C**. The Oak Street to 9th Avenue Property is or, as the result of the exchange and sale provided for in this Exchange Agreement and in a companion real estate transaction, will be composed of various constituent elements, defined and described in more precise detail in this Exchange Agreement or accompanying exhibits, as follows:

1. Certain parcels of land lying within the Oak Street to 9th Avenue Property and consisting of both Granted Lands (defined in Recital E.1, below) and After-Acquired Lands (defined in Recital E.2, below) (the "Final Public Trust Parcels"). The Final Public Trust Parcels are shown solely for reference purposes on **Exhibit B** and are particularly described in **Exhibit D**.

2. Certain parcels of land lying within the Oak Street to 9th Avenue Property and consisting of both Granted Lands (the "Trust Termination Parcels (Granted Lands)") and After-Acquired Lands (the "Trust Termination Parcels (After-Acquired Lands)") as respectively defined in Recital V below (together the "Trust Termination Parcels"). The Trust Termination Parcels are shown solely for reference purposes on **Exhibit B** and are particularly described in **Exhibit E**.

3. Certain parcels of land lying within the Oak Street to 9th Avenue Property intended to become public streets dedicated to the City of Oakland (the "City") and consisting of both Granted Lands (the "Public Trust Easement Street Parcels (Granted Lands)") and After-Acquired Lands (the "Public Trust Easement Street Parcels (After-Acquired Lands)") as defined in this Recital below (together the "Public Trust Easement Street Parcels"). The Public Trust Easement Street Parcels are shown solely for reference purposes on **Exhibit B** and are particularly described in **Exhibit F**.

C. In addition, this Exchange Agreement concerns lands lying in the eastern portion of the former Oakland Army Base and not within the Oak Street to 9th Avenue Property (as more particularly defined in Recital W, the "Trust Exchange Parcel"). The Trust Exchange Parcel is shown solely for reference purposes on **Exhibit G** and is particularly described in **Exhibit H**.

D. Upon its admission to the Union on September 9, 1850, the State, by virtue of its sovereignty, received in trust for purposes of commerce, navigation, and fisheries (the "Public Trust"), all right, title, and interest in tide and submerged lands within its boundaries waterward of the ordinary high water mark.

E. The title to land within the Oak Street to 9th Avenue Property derives from several sources:

1. Tide and submerged lands that were historically waterward of the ordinary high water mark of the waters of the Oakland Estuary, including lands that have been filled and lands lying waterward of the present location of the ordinary high water mark of the waters of the Oakland Estuary. These lands, whether currently filled or unfilled, were granted in trust by the State to the City through, *inter alia*, Chapter 107, Statutes of 1852; Chapter 654, Statutes of 1911; and Chapter 15, Statutes of 1960, all as amended (the "Granted Lands") and are or remain subject to the Public Trust. These State grants are collectively referred to in this Exchange Agreement as the "Granted Lands Acts."

2. Lands historically landward of the ordinary high water mark of the waters of the Oakland Estuary and within the Rancho San Antonio. The Rancho San Antonio was confirmed and patented in two parts: the first part to Antonio Peralta in June 1874; the second part to Domingo and Vicente Peralta in February 1877 (collectively the "Peralta Rancho"). Those portions of the Oak Street to 9th Avenue Property that lie within the Peralta Rancho and that have been acquired by the City are, by virtue of the City Charter of the City, managed and controlled by the Port. In this Exchange Agreement, such lands are referred to as "After-Acquired Lands" because they are or are claimed to be not original tide and submerged lands of the State, but were acquired by the City or the Port from persons or entities other than the State with Public Trust funds derived from the use of or operations on Granted Lands or other lands granted to the City through the Granted Lands Acts; the After-Acquired Lands are subject to the Public Trust and the Granted Lands Acts.

F. The entirety of the Oak Street to 9th Avenue Property consists of the Granted Lands and the After-Acquired Lands. The State and the Port dispute the location of the boundary between, and the extent of, the Granted Lands and the After-Acquired Lands. The

dispute arises from a State tideland patent issued on October 9, 1889 to James Stratton based on Alameda County Tidelands Survey No. 22 ("TLS 22"). TLS 22 purported to include both lands within the Peralta Rancho as well as tide and submerged lands that were later the subject of grants to the City by virtue of the Granted Lands Acts. The dispute between the two sources of title (persons claiming title through TLS 22 and the City claiming title through the Granted Lands Acts) was ultimately resolved by a compromise among the parties to the dispute; the State was not a party. The compromise resulted in the City receiving title to such lands and was the subject of decisions in *City of Oakland v. LaRue Wharf and Warehouse Company* (1918) 179 Cal. 207 and *Board of Port Commissioners of the City of Oakland v. Williams* (1937) 9 Cal.2d 381. The Port and the State dispute the effect of those decisions and the resulting character and boundary of the lands received by the City as a result. This Exchange Agreement settles the dispute between the Port and the State regarding the boundary and the character of title between Granted Lands and After-Acquired Lands.

G. As a part of a highly beneficial program of harbor development, the majority of the Oak Street to 9th Avenue Property was filled and reclaimed by, among others, the City, the Port, and their lessees and sublessees in order to support historic maritime and industrial maritime uses. Until the late 1970s, a significant portion of the Oak Street to 9th Avenue Property, and particularly the 9th Avenue Terminal within it, was used as a terminal for break bulk cargo shipping to and from the City.

H. By 1998, the Oak Street to 9th Avenue Property was no longer used for break bulk cargo shipping. Throughput demand forecasts for delivery of break bulk cargo could be met by other facilities within the San Francisco Bay Area. As a consequence of this and other factors, the San Francisco Bay Conservation and Development Commission ("BCDC") amended the San Francisco Bay Area Seaport Plan in 2003 to remove the port priority use designation from the Oak Street to 9th Avenue Property.

I. The only maritime related industrial facility remaining and currently operating within the Oak Street to 9th Avenue Property is a sand and gravel operation, which operates pursuant to a lease from the Port that terminates in 2015. Other portions of the Oak Street to 9th Avenue Property are now leased for shorter periods for a variety of non-maritime uses to generate income. Such uses include storage, fabrication, and associated offices. The Oak Street to 9th Avenue Property is underutilized for both private maritime or industrial purposes and, in its current configuration and use, effectively cuts off public access to or along portions of the Oakland Estuary. The Oak Street to 9th Avenue Property, as currently configured and in its present physical condition, is constrained by conditions that make it difficult for redevelopment. These conditions include poor freeway and public transportation access, the existence of Hazardous Materials, unstable soils, and inadequate infrastructure.

J. In 1999, the City adopted, and the Board of Port Commissioners (the "Board") accepted, the Estuary Policy Plan (the "Estuary Plan") in response to public and government agency concerns about the lack of public access to the Oakland Estuary, including the Oak Street to 9th Avenue Property. The Estuary Plan recognizes that the Oakland Estuary is a public resource of city, regional, and statewide significance. The purpose of the Estuary Plan is to promote and strengthen a sense of community, to bring people to the waterfront to revitalize the shoreline, and to make the Oakland Estuary an inviting part of the Bay Area for the general

public. The Estuary Plan sets out standards regarding protection and promotion of public uses along the Oakland Estuary, both within and upstream and downstream of the Oak Street to 9th Avenue Property. The adoption of City of Oakland Measure DD, a bond measure to help restore and provide access to the Oakland Estuary, is further evidence of a public and governmental commitment to the goals of the Estuary Plan.

K. In 2004, the State enacted the Exchange Act. The Exchange Act has several purposes: to revitalize the Oak Street to 9th Avenue Property through a land exchange supporting a mixed use development; to transform the shoreline of the Oak Street to 9th Avenue Property by creating public paths along the shoreline and large public parks near the 9th Avenue Terminal and next to the Lake Merritt Estuary; to remediate Hazardous Materials releases within the Oak Street to 9th Avenue Property as required by State regulatory agencies, and to secure Hazardous Materials liability protections; to provide funds to the Port for Public Trust uses through the sale of some of the After-Acquired Lands within the Oak Street to 9th Avenue Property; and to acquire an exchange parcel in compliance with the Exchange Act, useful to, and to be made subject to, the Public Trust and the terms and conditions of two of the statutes that make up the Granted Lands Acts. These two statutes are Chapter 654, Statutes of 1911 and Chapter 15, Statutes of 1960 both as amended (the "Granted Lands Trust").

L. To protect lands that remain useful to the Public Trust and the Granted Lands Trust, the Exchange Act requires that this Exchange Agreement and its deeds and patents, when recorded, result in a configuration of Public Trust lands at the Oak Street to 9th Avenue Property substantially similar to that depicted as "Lands Subject to the Public Trust Upon Completion of an Exchange" and "Lands Subject to the Public Trust Easement Upon Completion of an Exchange" on the diagram in Section 12 of the Exchange Act. In this Exchange Agreement, those lands are referred to and consist of, respectively, the Final Public Trust Parcels and Public Trust Easement Street Parcels. The Final Public Trust Parcels and Public Trust Easement Street Parcels will remain or will become subject to the Public Trust, the Granted Lands Trust, and the Exchange Act. As a result, the Final Public Trust Parcels and Public Trust Easement Street Parcels will be preserved, improved, or enhanced for Public Trust uses such as open space, public access, water-related recreation, such as marina and boat launch, commercial services to visitors as necessary, such as food service, plant and animal habitat, such as wetlands, and circulation to and along the waterfront, or similar uses as the Port and the State may determine necessary to support the Estuary Plan or the Granted Lands Trust.

M. The Exchange Act authorizes the State to carry out the exchange; to enter into an agreement to establish a boundary between Granted Lands and After-Acquired Lands; to establish procedures to effectuate the exchange and sale; to make certain findings; and to require certain conditions in approving the exchange. Public Resources Code Sections 6301, 6307, and 6357, et al. also authorize the State to enter into an agreement to establish a boundary between Granted Lands and After-Acquired Lands and to enter into an exchange. This Exchange Agreement establishes that boundary, sets forth the terms of and implements the exchange, and implements the sale in accordance with, and contains the findings required by, the Exchange Act. The exchange, sale, and the findings made by the State shall be or become Effective as provided in Section 11, below.

N. The Port and OHP have entered into a companion real estate transaction that, in conjunction with the exchange authorized by the Exchange Act and implemented in this Exchange Agreement, effectuates OHP's purchase, remediation, and improvement of portions of the Oak Street to 9th Avenue Property. The Commission is not a party to the companion real estate transaction and, except as specifically provided herein, the Commission has not approved any portion of the companion real estate transaction. The obligations of the Port and OHP under this Exchange Agreement are expressly subject to the satisfaction or (if applicable) waiver of the conditions precedent set forth in the following documents and the exhibits attached thereto that memorialize or implement the companion real estate transaction: Amended and Restated Option to Purchase and to Ground Lease Real Property between OHP and the Port dated October 17, 2008 (the "Option"); Agreement for Purchase and Sale and Ground Lease of Real Property between OHP and the Port (the "Purchase and Sale Agreement"); Ground Lease Between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (Landlord) and Oakland Harbor Partners, LLC, a California limited liability company (Lessee) in (the "Marina Lease"); and Open Space Ground Lease Between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (Landlord) and Oakland Harbor Partners, LLC, a California limited liability company (Lessee) (the "Open Space Lease") all as each may be amended, but in the form and content in which each shall exist upon the date of execution of this Exchange Agreement by the Executive Officer of the Commission; provided that the Marina Lease or the Open Space Lease may be amended after execution of this Exchange Agreement as long as such amendment is consistent with this Exchange Agreement and the Public Trust Easement, as defined in Recital CC.8, below. The Option, Purchase and Sale Agreement, Marina Lease, and Open Space Lease are collectively referred to herein as the "Transactional Documents." If this Exchange Agreement refers to an Exhibit to the Transactional Documents the Exhibit referenced is attached hereto as an exhibit. This Exchange Agreement is not intended to limit or modify any provision of the Transactional Documents. It is the intent of the Parties that the provisions of this Exchange Agreement and of the Transactional Documents be consistent. In the event of any conflict between a Recital contained in this Exchange Agreement referring to the Transactional Documents and a specific provision in the Transactional Documents, the specific provision of the Transactional Documents shall control.

O. As more fully set forth in the Transactional Documents, OHP must, among other matters, obtain the City's certification of an environmental impact report under the California Environmental Quality Act ("CEQA") and the City's approval of certain land use entitlements authorizing the development and construction of a mixed-use project within portions of the Oak Street to 9th Avenue Property (the "Oak to 9th Redevelopment Project"). A condition to this Exchange Agreement becoming Effective as provided in Section 11 hereof, is that the City, through its Council and its Planning Commission, approve the land use entitlements and the necessary CEQA certification for the Oak to 9th Redevelopment Project (the "Entitlements"). The Entitlements are listed in **Exhibit I**. On June 20, 2006 and January 20, 2009, the City approved the Entitlements. As express conditions of development and construction of portions of the Oak to 9th Redevelopment Project and in order for OHP to obtain the benefit of the Entitlements, the Entitlements require construction and completion of certain improvements, including improvement of those portions of the Final Public Trust Parcels lying landward of the present Ordinary High Water Mark and described more particularly in **Exhibit D-1** ("Final

Public Trust Parcels (Uplands)”) and the Public Trust Easement Street Parcels (the “Public Trust Improvements”). In addition, as more fully set forth in the Marina Lease, OHP has agreed to undertake certain maintenance, reconstruction, or improvements regarding the various facilities described therein and lying waterward of the Final Public Trust Parcels (Upland).

P. The requirements in the Entitlements are consistent with the requirements of the Exchange Act. Upon completion of an exchange and sale in compliance with and subject to the Public Trust, the Granted Lands Trust and the use requirements in the Exchange Act:

1. The Trust Termination Parcels will be owned free of the Public Trust, the Granted Lands Trust, or the use requirements of the Exchange Act, but will be subject to certain obligations of OHP as set forth in more detail in the Transactional Documents and described generally in Recitals Q and S of and the attached Exhibits referenced in this Exchange Agreement.

2. The Final Public Trust Parcels will be initially owned by the Port and the Public Trust Easement Street Parcels will be subject to an easement for Public Trust or Granted Lands Trust purposes. The Entitlements recognize, and the Transactional Documents permit, construction of the Oak to 9th Redevelopment Project and the Public Trust Improvements in phases (the “Construction Phases”) The Entitlements anticipate that the Final Public Trust Parcels (Uplands) will be transferred to the City by the Port, that the fee in the Public Trust Easement Street Parcels will be dedicated by OHP to the City, and that the Final Public Trust Parcels (Uplands), Public Trust Easement (Granted Lands), as defined in Recital CC.6, below, and the Public Trust Easement (After-Acquired Lands), as defined in Recital CC.8, below, will be transferred from the Port to the City. Upon dedication of the fee in the Public Trust Easement Street Parcels to the City and transfer of the Final Public Trust Parcels (Uplands), the Public Trust Easement (Granted Lands) and the Public Trust Easement (After-Acquired Lands) to the City, the Public Trust Easement Street Parcels and Final Public Trust Parcels will remain subject to the Public Trust, the Granted Lands Trust, and the use requirements of the Exchange Act.

3. The Public Trust Easement Street Parcels will be held in fee by OHP subject to the Public Trust Easement held by the Port and will be subject to certain obligations of OHP as set forth in more detail in the Transactional Documents and described generally in Recitals Q and S of and the attached Exhibits referenced in this Exchange Agreement. The configuration of the lands to be confirmed as the Final Public Trust Parcels and the Public Trust Easement Street Parcels as shown on Exhibit B and particularly described in Exhibit D and Exhibit F will substantially conform to the geographic configuration and extent of trust lands shown on the diagram in Section 12 of the Exchange Act. The minor changes in the geographic configuration and extent of the Final Public Trust Lands and Public Trust Easement Street Parcels will better further Public Trust purposes.

Q. As more fully set forth in the Transactional Documents or herein, upon OHP’s exercise of the Option, entry into the Purchase and Sale Agreement, the Marina Lease, and the Open Space Ground Lease, satisfaction or (if applicable) waiver of certain specified conditions precedent set forth and close of the escrow contemplated in the Transactional Documents, OHP shall have, among other matters, the right and obligation, to:

1. Pay to the Port the purchase price as determined by the Option and provided in the Purchase and Sale Agreement in the form of a payment of \$18,000,000.00, \$4,500,000.00 in cash and a promissory note for \$13,500,000.00 secured by a deed of trust on the Trust Termination Parcels.

2. Receive from the Port and the State the Trust Termination Parcels and the Public Trust Easement Street Parcels as provided in the Exchange Agreement.

3. Complete Environmental Testing and Clean-Up of the Trust Termination Parcels, the Final Public Trust Parcels (Uplands) and the Public Trust Easement Street Parcels in compliance with the Approved Response Plan or separate Approved Response Plans for each Construction Phase and perform any Environmental Testing and Clean-Up required by any Agency in the Extended Construction Area. In this Exchange Agreement, Environmental Testing and Clean-Up pursuant to the Approved Response Plan and any Environmental Testing and Clean-Up required by any Agency in the Extended Construction Area are collectively referred to as "Remediation" and the Extended Construction Area, the Trust Termination Parcels, the Final Public Trust Parcels (Uplands), and the Public Trust Easement Street Parcels are collectively referred to as the "Remediation Area."

4. Prior to making or causing any Material Physical Change, provide at OHP's Sole Cost, protective measures to protect the State, the Commission, and Public Trust funds:

a. from increased responsibility or liability associated with Hazardous Materials at, on, or under the Remediation Area, including, without limitation, the Commission's right to approve the Approved Response Plan, applicable indemnities, or insurance policies (the "Liability Measures") as set forth in Recital R, below, and

b. from being required to perform any Remediation of Hazardous Materials at, on, or under the Remediation Area relating to each Construction Phase and pursuant to the Approved Response Plan, including, without limitation, letters of credit, surety bonds, or other guaranteed funds, set aside letters issued by financial institutions, or insurance policies (the "Implementation Measures") as set forth in Recital R, below.

The term "OHP's Sole Cost" as used herein means payment of or contribution toward the described or applicable costs by either OHP or by other persons or entities not a party to this Exchange Agreement pursuant to agreements with OHP approved by the Port pursuant to the Transactional Documents.

5. As specified in, and in accordance with, the Entitlements, and contemporaneously with each Construction Phase, at OHP's Sole Cost, cause the construction and installation of the Public Trust Improvements of and on the Final Public Trust Parcels (Uplands) and the Public Trust Easement Street Parcels consistent with the Public Trust, the Granted Lands Trust, and the Exchange Act and, pursuant to the Marina Lease, to undertake certain maintenance, reconstruction or improvements regarding the various facilities described therein and lying waterward of the Final Public Trust Parcels (Upland).

6. As more specifically provided in Exhibit 13 to the Purchase and Sale Agreement, indemnify the Port against Claims relating to (a) the presence of Hazardous Materials located on or which come to be located at or under the Remediation Area, and (b) Construction Releases.

7. As more specifically provided herein, indemnify the State against Claims relating to (a) the presence of Hazardous Materials located on or which come to be located at or under the Remediation Area, and (b) Construction Releases.

R. The Port provided to the Commission and the Commission approved the Port's written information or documents describing the Liability Measures and Implementation Measures to which the Port and OHP agree in the Transactional Documents. The Liability Measures and Implementation Measures are generally described as follows:

1. Approval of the Approved Response plan by DTSC.
2. As provided in Section 5 of Exhibit 13 to the Purchase and Sale Agreement and this Exchange Agreement, OHP's release of the Port and State, respectively, from Claims.
3. As provided in Section 6 of Exhibit 13 to the Purchase and Sale Agreement and this Exchange Agreement, OHP's agreement to indemnify the Port and the State respectively.
4. As provided in Section 7.3 of Exhibit 13 to the Purchase and Sale Agreement, OHP's agreement to purchase PLL Insurance and Cost Cap Insurance or fund escrow accounts.
5. As provided in Section 3.1 of Exhibit 13 to the Purchase and Sale Agreement, OHP's agreement to complete the Remediation of the Remediation Area at OHP's Sole Cost (which obligation is to be secured by the Completion Guaranty to be provided by OHP pursuant to Section 7.1 of Exhibit 13 to the Purchase and Sale Agreement in substantially the form contemplated in Exhibit 13-A to the Purchase and Sale Agreement).
6. As provided in Section 7.4 of Exhibit 13 to the Purchase and Sale Agreement, OHP's agreement to record a restrictive covenant in substantially the form contemplated in Exhibit 13-B to the Purchase and Sale Agreement imposing the obligations in Recitals R.1 and R.5 above, as restrictions, covenants, and conditions on the Trust Termination Parcels for the benefit of the Port, the State, and the Final Public Trust Parcels (Uplands) and the Public Trust Easement Street Parcels.
7. As provided in Section 7.6 of Exhibit 13 to the Purchase and Sale Agreement, OHP's agreement to record a deed of trust in substantially the form contemplated in Exhibit 25 to the Purchase and Sale Agreement in favor of the Port encumbering the Trust Termination Parcels securing OHP's obligation to deliver the Liability Measures and Implementation Measures described in Recitals R.1 and R.5 above.

S. As further specified in this Exchange Agreement or in the Transactional Documents, implementation of the Oak to 9th Redevelopment Project approved in the Entitlements, together with the obligations undertaken by OHP through the Transactional Documents, this Exchange Agreement, and the terms of the deeds and patents implementing the exchange and sale, will benefit the Public Trust and the Granted Lands Trust in several ways, including, but not limited to, the following:

1. DTSC approval of the Approved Response Plan for Remediation of Hazardous Materials within the Remediation Area.
2. Agreements by OHP to release, indemnify and defend the Port and the State against Claims relating to (a) the presence of Hazardous Materials located on, or which come to be located on, at, or under the Remediation Area, and (b) Construction Releases.
3. An agreement by OHP to provide the Liability Measures and Implementation Measures.
4. In accordance with and subject to the Implementation Measures, Remediation of Hazardous Materials releases within the Remediation Area at OHP's Sole Cost in compliance with the Approved Response Plan.
5. Construction of the Public Trust Improvements on the Final Public Trust Parcels (Uplands) and the Public Trust Easement Street Parcels, as provided and specified in the Entitlements and at OHP's Sole Cost, consistent with and in support of the Public Trust, the Granted Lands Trust, and the Exchange Act, for preservation, improvement, or enhancement for public uses such as open space, public access, water-related recreation, such as a marina and boat launch, commercial services to visitors as necessary, such as food service, plant and animal habitat, such as wetlands, and circulation to and along the waterfront, or similar uses ("Use Restrictions"). As redeveloped and improved, the Final Public Trust Parcels (Uplands) and the Public Trust Easement Street Parcels, previously inaccessible to the public, will be developed, *inter alia*, as public open space or streets, will include both pedestrian and bicycle access, and will serve the Public Trust purposes of access to shoreline improvements and shoreline circulation.
6. An agreement by OHP to undertake certain maintenance, reconstruction or improvements regarding the various facilities described in the Marina Lease and lying waterward of the Final Public Trust Parcels (Upland).

T. The Commission has requested the Port to indemnify, defend, and hold harmless the State. The Port contends that agreeing to or complying with such a request, assuming such a request is within the authority of the Commission, would be, for a variety of reasons, incompatible with the Port's Public Trust and Granted Lands Trust obligations and responsibilities. Solely to resolve this dispute and without admission, by implication or otherwise, of the Commission's authority to require, or the validity of, any Port indemnification through this Exchange Agreement, the Port will agree, as a contractual term, to indemnify, defend, and hold harmless the State, its officers, agencies, commissions, and employees as provided herein below.

U. The State and the Port have each conducted independent studies and evaluations of the title and boundary evidence concerning the location of the boundary of and title to the characters of lands comprising the Oak Street to 9th Avenue Property, including good faith efforts to locate the legal boundary (the "Ordinary High Water Mark") between the tide and submerged lands (Granted Lands), some of which have been modified in configuration or filled, from lands included within the Peralta Rancho or lands purportedly conveyed to private parties by TLS 22 (After-Acquired Lands). The location of the Ordinary High Water Mark is important for determination of the precise location, extent, and economic value of lands in which the Public Trust and the terms, conditions, and requirements of the Granted Lands Acts are terminated pursuant to the exchange authorized by the Exchange Act and effectuated in this Exchange Agreement and its implementing conveyances. These efforts included examination of historic maps and surveys, rancho patents, and relevant court cases. Based on such efforts the State and the Port reached agreement on the location of the Ordinary High Water Mark as particularly described in **Exhibit L** and depicted, solely for reference purposes, in **Exhibit L-1**.

V. Based on the agreed location of the Ordinary High Water Mark, approximately 8.28 acres of Granted Lands lie within that portion of the Oak Street to 9th Avenue Property approved for residential, commercial, or non-Public Trust development in the Entitlements (the "Trust Termination Parcels (Granted Lands)") and approximately 18.02 acres of After-Acquired Lands lie within that portion of the Oak Street to 9th Avenue Property approved for residential or commercial development in the Entitlements (the "Trust Termination Parcels (After-Acquired Lands)").

W. The Port has provided to the Commission and the Commission has approved the Port's written report describing its efforts to locate property that qualifies pursuant to the Exchange Act for receipt into the Public Trust and the Granted Lands Trust in exchange for the termination of the Public Trust and the terms, conditions, and requirements of the Granted Lands Trust in the Trust Termination Parcels (Granted Lands) including the lands described in Exhibit H hereto (the "Trust Exchange Parcel"). The property selected by the Port as a Trust Exchange Parcel is the Army Reserve Parcel located in what was the eastern portion of the former Oakland Army Base. The selection of a Trust Exchange Parcel was made according to and is consistent with the priorities set forth in Section 4(b)(2) of the Exchange Act and procedures approved by the Commission under the Exchange Act regarding the selection of an exchange parcel. The Trust Exchange Parcel consists of approximately 6.75 acres and is shown, solely for reference purposes, in **Exhibit G** and particularly described in **Exhibit H**.

X. The Port has provided to the Commission evidence that any Hazardous Materials that may exist within the Trust Exchange Parcel will be or have been remediated. That information consists of:

1. The Final Amendment to Remediation Action Plan, Oakland Army Base, For Former Parcel 18 and Subparcels 19 and 21 (the "RAP Amendment") describing the site conditions and the selected remedy, imposition of institutional controls in the form of a land use covenant entitled Covenant to Restrict Use of Property (the "LUC"), described below.

2. A Finding of Suitability to Transfer by the Department of Defense and FOST Amendment #1 (collectively the "FOST") documenting the environmental suitability of

the Trust Exchange Parcel for transfer to the Port consistent with the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). The FOST finds the Trust Exchange Parcel suitable for transfer, subject to compliance with the LUC and notice and access provisions in the conveyance to the Port. The Department of Defense covenants in the FOST that (a) all remedial action required to protect human health and the environment with respect to remaining hazardous materials or petroleum releases has been taken prior to transfer and (b) the Department of Defense will, through the Army Reserve, conduct additional remedial action necessary post-transfer, thus confirming that the State and the Port shall not be responsible for any financial costs associated with the remediation of the Trust Exchange Parcel or the LUC.

3. The LUC is a standard agreement between property owners and the DTSC describing prohibited uses, notices required to be provided to DTSC and others with an interest in the property, and what the property owner must do to ensure use of the property will not present an unacceptable threat to human health, safety, or the environment. DTSC concluded that operation and occupancy of the Trust Exchange Parcel in accordance with the LUC does not present an unacceptable threat to human health, safety, or the environment. The LUC prohibits certain sensitive uses (e.g., residential housing, schools for persons under 18 years of age, day-care facilities for children, hospitals, and hospices).

Y. The Trust Exchange Parcel is a portion of the lands described in Section 2(o) of Statutes 2005, Chapter 664. In Section 2(o) of that legislation, the Legislature recognized that certain lands, specifically including the Trust Exchange Parcel, are essential for the Port to acquire to expand the Port's maritime terminal and transportation capacity and meet BCDC's 2020 cargo throughput demand forecasts. In consonance with this finding, acquisition of the Trust Exchange Parcel will benefit the Public Trust and the Granted Lands Acts by:

1. Facilitating development, construction and expansion of the Port's Outer Harbor Marine Terminals through the provision of additional intermodal rail facilities and ancillary maritime support services on the site. These additional facilities and services are necessary to accommodate and support the anticipated growth in maritime activity and container throughput over the next twenty years, and will:
 - a. Allow increased container throughput and reduce the share of truck traffic versus rail traffic in and around the Port's marine terminals and on regional roadways; and
 - b. Facilitate construction of numerous environmental design strategies to minimize air quality impacts from this facility on surrounding communities.
2. Providing substantial economic benefits to the Port, the local community, and the region.
3. Complying with and implementing regional land use plans, including the intended reuse of the Oakland Army Base as set forth in the Oakland Base Reuse Authority Final Reuse Plan for the former Oakland Army Base dated July 31, 2002 and the Granted Lands Acts (or other such acts applicable to the Port) as such use is for the Public Trust and Granted Lands Trust use of "improvement and conduct of a harbor and construction of structures and utilities

necessary or convenient for the promotion and accommodation of commerce and navigation
....”

Z. The State has reviewed an appraisal and other information prepared to analyze the economic values of the Trust Termination Parcels (Granted Lands) and the Trust Exchange Parcel and has reached an independent conclusion regarding the values of these properties. The economic value of land or interests in land to be received in the Trust Exchange Parcel is equal to or greater than the economic value of the sovereign interests in the Trust Termination Parcels (Granted Lands).

AA. As required by the Exchange Act, the Port's sale of the Trust Termination Parcels (After-Acquired Lands) to OHP will take place in conjunction and compliance with this Exchange Agreement. Pursuant to Section 2.1 of the Purchase and Sale Agreement, OHP is to pay the Purchase Price of Eighteen Million Dollars (\$18,000,000) consisting of Four Million Five Hundred Thousand Dollars (\$4,500,000) in cash and OHP's fully executed promissory note for Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) and OHP's share of the closing costs, less Buyer's Deposit as defined in Section 2.2 of the Purchase and Sale Agreement.

BB. Through recording of this Exchange Agreement and its accompanying conveyances, the Trust Exchange Parcel will be made subject to the Public Trust and the Granted Lands Trust.

CC. The Parties desire to change the configuration of land ownership within the Oak Street to 9th Avenue Property in a manner consistent with the Exchange Act. The land title transfers in this Exchange Agreement will be accomplished at the same time and, in coordination with and to implement the companion real estate transaction reflected in the Transactional Documents, through the recorded instruments or conveyances in the order set forth below. Through these conveyances, the Final Public Trust Parcels and the Trust Exchange Parcel will be owned by the Port as a trustee for the statewide public and the Trust Termination Parcels will be owned by OHP free from the Public Trust and the terms, conditions, and requirements of the Granted Lands Acts. In summary form, the configuration changes provided through this Exchange Agreement will be accomplished as follows:

1. A boundary line agreement between the Port and the State will establish the location of the Ordinary High Water Mark between uplands included within the Peralta Rancho and tide and submerged lands subject to the Public Trust and the Granted Lands Acts. This boundary line agreement also considers and resolves uncertainty regarding the character of lands purportedly conveyed by TLS 22 that included both uplands within the Peralta Rancho and tidelands granted to the City in the Granted Lands Acts. The Port and the State will exchange mutual quitclaims to effectuate the agreement: the State will quitclaim to the Port any claim of the State that the After-Acquired Lands are Granted Lands; the Port will convey to the State any claim of the Port that the Granted Lands are After-Acquired Lands.

2. The Port will immediately thereafter quitclaim to the State:

a. the Final Public Trust Parcels;

- b. the Trust Termination Parcels (Granted Lands);
- c. the Public Trust Easement Street Parcels (Granted Lands); and
- d. the Trust Exchange Parcel.

3. The State will immediately thereafter patent to OHP the Trust Termination Parcels (Granted Lands) free of the Public Trust, the Granted Lands Acts, and the Exchange Act requirements.

4. The Port will immediately thereafter convey to OHP the Trust Termination Parcels (After-Acquired Lands) free of the Public Trust, the Granted Lands Acts, and the Exchange Act requirements.

5. The State will immediately thereafter patent to the Port the Final Public Trust Parcels and the Trust Exchange Parcel subject to the Public Trust, the Granted Lands Trust, and the Exchange Act.

6. The State will immediately thereafter patent to OHP the fee in the Public Trust Easement Street Parcels (Granted Lands), subject to a reserved easement for commerce, navigation, fisheries, and other recognized Public Trust, Granted Lands Trust, or Exchange Act purposes (the "Public Trust Easement (Granted Lands)"). The Public Trust Easement (Granted Lands) will be exercised by the State for purposes of public vehicular, bicycle, and pedestrian access to the Final Public Trust Parcels from the Embarcadero as it currently exists or may be relocated.

7. The State will immediately thereafter patent to the Port the exercised Public Trust Easement (Granted Lands) in the Public Trust Easement Street Parcels to be held subject to the Public Trust, the Granted Lands Trust, and the Exchange Act.

8. In order to implement the companion real estate transaction and as contemplated in the Transactional Documents, the Port will immediately thereafter convey to OHP the fee in the Public Trust Easement Street Parcels (After-Acquired Lands), subject to a reserved easement for commerce, navigation, fisheries, and other recognized Public Trust, Granted Lands Trust, and Exchange Act purposes (the "Public Trust Easement (After-Acquired Lands)"). The Public Trust Easement (After-Acquired Lands) will be exercised by the Port for purposes of public vehicular, bicycle, and pedestrian access to the Final Public Trust Parcels from the Embarcadero as it currently exists or may be relocated. The Public Trust Easement (Granted Lands) and the Public Trust Easement (After-Acquired Lands) are collectively referred to herein as the "Public Trust Easement."

9. Upon this Exchange Agreement becoming Effective as provided in Section 11, below: (a) the Final Public Trust Parcels, the Public Trust Easement Street Parcels, and the Trust Exchange Parcel will be confirmed as lands or interests in lands subject to the Public Trust, the Granted Lands Trust, and the Exchange Act, including lands that previously had been After-Acquired Lands and which might have otherwise been subject to potential sale by the Port if appropriate findings could be made; (b) the Trust Termination Parcels will be owned

by OHP free from the Public Trust and the terms, conditions, and requirements of the Granted Lands Acts and the Exchange Act; and (c) the fee in the Public Trust Easement Street Parcels will be owned by OHP, but remain subject to the Public Trust Easement (Granted Lands) and Public Trust Easement (After-Acquired Lands) exercised by the State and the Port and held or retained by the Port or the City.

DD. The Port has approved this Exchange Agreement and its deeds following a public hearing as required by Section 7(b)(12) of the Exchange Act. The Port's authority to enter into this Exchange Agreement and to sign its deeds and to take other actions required of the Port in this Exchange Agreement is conferred by Port of Oakland Ordinance No. 4119 and Resolution No. 10-7 adopted by the Board on March 2, 2010 and February 16, 2010 respectively. Copies of Port of Oakland Ordinance No. 4119 and Resolution No. 10-7 are attached hereto as **Exhibit J**. The Commission approved this Exchange Agreement at its meeting of June 28, 2010, conferring on its Executive Officer the authority to execute this Exchange Agreement and to obtain and provide the implementing patents on behalf of the State and to take other actions required of the Commission or the State in this Exchange Agreement. A copy of the Commission's Minute Item is attached hereto as **Exhibit K**.

AGREEMENT

In consideration of the foregoing recitals and the following conveyances and terms, the Parties agree as follows:

1. Agreement Setting the Ordinary High Water Mark Within the Oak Street to 9th Avenue Property

1.1 Establishment of Boundary Line

The State (acting pursuant to Public Resources Code Sections 6301 and 6357 and the Exchange Act) and the Port agree to and hereby establish the Ordinary High Water Mark within the Oak Street to 9th Avenue Property as particularly described in **Exhibit L** and depicted solely for reference purposes in **Exhibit L-1**. The establishment of the Ordinary High Water Mark is a compromise of contested issues of law and evidence, is in lieu of the costs, delay, and uncertainties of title and boundary litigation, is consistent with and authorized by the requirements of law and is necessary for the State's calculation of the economic value of lands subject to the Public Trust and the Granted Lands Acts in order to implement the land exchange of the Trust Termination Parcels (Granted Lands) for the Trust Exchange Parcel and sale of Trust Termination Parcels (After-Acquired Lands) as authorized by the Exchange Act.

1.2 Conveyances to Effectuate the Boundary Line Agreement

To effectuate the boundary line agreement, the Port and the State shall execute and deliver the following conveyances:

1.2.1 Quitclaim of the State to the Port of the State's claim of right, title, and interest that any of the After-Acquired Lands (described in **Exhibit M**) are Granted Lands. The conveyance of the After-Acquired Lands shall be substantially in the form of **Exhibit N**. The Port shall accept such conveyance upon the terms and conditions set forth in a Certificate of Acceptance substantially in the form of **Exhibit O**.

1.2.2 Quitclaim of the Port to the State of the Port's claim of right, title, and interest that any of the Granted Lands (described in **Exhibit P**) are After-Acquired Lands. The conveyance of the Granted Lands shall be substantially in the form of **Exhibit Q**. The State shall accept such conveyance upon the terms and conditions set forth in a Certificate of Acceptance substantially in the form of **Exhibit R**.

2. Confirmation and Establishment of the Public Trust and Granted Lands Trust in the Final Public Trust Parcels and Patent of Them to the Port.

2.1 Port to State Conveyance

The Port shall remise, release, and forever quitclaim to the State all of its right, title, and interest in the parcels described in **Exhibit S** and consisting of parcels previously referred to herein as the Final Public Trust Parcels, the Trust Termination Parcels (Granted Lands), and the Public Trust Easement Street Parcels (Granted Lands), according to the terms and conditions of this Exchange Agreement and the escrow instructions required to implement it. The conveyance of the Final Public Trust Parcels, the Trust Termination Parcels (Granted Lands), and the Public Trust Easement Street Parcels (Granted Lands) shall be in the form of **Exhibit T** and shall include any right, title, and interest of the Port arising from the Granted Lands Acts or otherwise. The State shall accept such conveyance upon the terms and conditions set forth in a Certificate of Acceptance substantially in the form of **Exhibit R**.

2.2 State to Port Patent

The State shall, following acceptance of the conveyance in Subsection 2.1 immediately above, patent to the Port as a trustee under the Public Trust and the Granted Lands Trust all of the State's right, title, and interest based upon sovereignty in the parcels described in **Exhibit D** and previously referred to herein as the Final Public Trust Parcels, according to the terms and conditions of this Exchange Agreement and the escrow instructions required to implement it. The conveyance of the Final Public Trust Parcels shall be in the form of **Exhibit U** and shall be made subject to the Public Trust, the Granted Lands Trust, and the requirements of the Exchange Act. The Port shall accept conveyance of the Final Public Trust Parcels upon the terms and conditions set forth in a Certificate of Acceptance substantially in the form of **Exhibit O**.

3. Termination of the Public Trust and the Granted Lands Trust in the Trust Termination Parcels and Patent to OHP and Sale to OHP

3.1 State to OHP

To implement the exchange of certain Granted Lands and termination therein of the Public Trust, the Granted Lands Trust, the Granted Lands Acts and the Exchange Act, the State

shall, following acceptance of the conveyances in Subsection 2.1 above, convey to OHP all of the State's right, title, and interest based upon sovereignty in the parcels described in **Exhibit V** and previously referred to herein as the Trust Termination Parcels (Granted Lands), according to the terms and conditions of this Exchange Agreement, and the escrow instructions required to implement it and shall thereby terminate the Public Trust, the Granted Lands Trust, and the terms, conditions, and requirements of the Granted Lands Acts and the Exchange Act. The conveyance of Trust Termination Parcels (Granted Lands) shall be in the form of **Exhibit W**.

3.2 Port to OHP

To effectuate the sale of Trust Termination Parcels (After-Acquired Lands) to OHP and to implement termination therein of the Public Trust, the Granted Lands Trust, the Granted Lands Acts and the Exchange Act, the Port shall convey to OHP all of the Port's right, title, and interest, including any right, title, and interest based upon sovereignty, in the parcels described in **Exhibit X** and previously referred to herein as the Trust Termination Parcels (After-Acquired Lands), according to the terms and conditions of this Exchange Agreement and the escrow instructions required to implement it and shall thereby terminate the Public Trust, the Granted Lands Trust and the terms, conditions, and requirements of the Granted Lands Acts and the Exchange Act. The conveyance of Trust Termination Parcels (After-Acquired Lands) shall be in the form of **Exhibit Y**.

4. Establishment of the Public Trust and Granted Lands Trust in the Trust Exchange Parcel and Patent to the Port

4.1 Port to State Conveyance

The Port shall remise, release, and forever quitclaim to the State all of its right, title, and interest in the parcels described in **Exhibit H** and previously referred to herein as Trust Exchange Parcel, according to the terms and conditions of this Exchange Agreement and the escrow instructions required to implement it. The conveyance of the Trust Exchange Parcel shall be in the form of **Exhibit Z**. The State shall accept such conveyance upon the terms and conditions set forth in a Certificate of Acceptance substantially in the form of **Exhibit R**.

4.2 State to Port Patent

The State shall, following acceptance of the conveyance in Subsection 4.1 immediately above, patent to the Port as a trustee under the Public Trust and the Granted Lands Trust all of the State's right, title, and interest based upon sovereignty in the parcels described in **Exhibit H** and previously referred to herein as the Trust Exchange Parcel, according to the terms and conditions of this Exchange Agreement, the escrow instructions required to implement it and subject to the Public Trust, the Granted Lands Trust, and to the requirements of the Exchange Act. The conveyance of the Trust Exchange Parcel shall be in the form of **Exhibit AA**. The Port shall accept such conveyance upon the terms and conditions set forth in a Certificate of Acceptance substantially in the form **Exhibit O**.

5. State Reservation of Public Trust Easement and Patent of Fee in the Public Trust Easement Street Parcels (Granted Lands) to OHP; State Exercise of the Easement; Conveyance of Public Trust Easement to the Port

5.1 State to OHP

The State shall, following acceptance of the conveyance in Subsection 2.1 above, patent to OHP the fee in the parcels described in **Exhibit BB** previously referred to herein as the Public Trust Easement Street Parcels (Granted Lands), reserving to the State the Public Trust Easement (Granted Lands) according to the terms and conditions of this Exchange Agreement and the escrow instructions required to implement it. The patent of the Public Trust Easement Street Parcels (Granted Lands) shall be in the form of **Exhibit CC**. In its patent, the State shall exercise the reserved Public Trust Easement (Granted Lands) for purposes of public vehicular, bicycle, and pedestrian access to the Final Public Trust Parcels from the Embarcadero as it currently exists or may be relocated.

5.2 State Conveyance of Public Trust Easement to Port

The State shall convey to the Port the exercised Public Trust Easement (Granted Lands) in the parcels described in **Exhibit BB** and previously referred to herein as the Public Trust Easement Street Parcels (Granted Lands), to be held by the Port as a trustee under the Public Trust, the Granted Lands Trust, and subject to the use requirements of the Exchange Act, according to the terms and conditions of this Exchange Agreement and the escrow instructions required to implement it. The conveyance of the Public Trust Easement (Granted Lands) in the Public Trust Easement Street Parcels (Granted Lands) shall be in the form of **Exhibit DD**, shall be made subject to the Public Trust, the Granted Lands Trust, and to the Exchange Act and is without intent, whether express or implied, to merge the Public Trust Easement with the fee conveyed to OHP as set forth in **Exhibit BB**. The Port shall accept such conveyance upon the terms and conditions set forth in a Certificate of Acceptance substantially in the form of **Exhibit O**.

6. Port Conveyance of Fee in the Public Trust Easement Street Parcels (After-Acquired Lands) to OHP; Port Exercise of the Easement.

The Port shall convey to OHP the fee in the parcels described in **Exhibit EE** and previously referenced in this Exchange Agreement as the Public Trust Easement Street Parcels (After-Acquired Lands), reserving the Public Trust Easement (After Acquired Lands) according to the terms and conditions of this Exchange Agreement and the escrow instructions required to implement it. The conveyance of the Public Trust Easement Street Parcels (After-Acquired Lands) shall be in the form of **Exhibit FF**. In its conveyance, the Port shall exercise the reserved Public Trust Easement (After Acquired Lands) for purposes of public vehicular, bicycle, and pedestrian access to the Final Public Trust Parcels from the Embarcadero as it currently exists or may be relocated.

**7. Implementation and Liability Measures for Hazardous Materials;
Contractual Commitments By OHP and the Port**

7.1 OHP Agreements

OHP agrees to:

7.1.1 Implementation Measures And Liability Measures

Provide the Implementation Measures and Liability Measures as more fully set forth in the Environmental Addendum attached as Exhibit 13 to the Purchase and Sale Agreement, a copy of which is attached hereto as **Exhibit GG** ("**Exhibit GG**") including but not limited to Section 7.1 (Completion Guaranty), Section 7.2 (Pollution Legal Liability Insurance and Alternative PLL Insurance Escrow Account), Section 7.3 (Remediation Cost-Cap Insurance and Alternative Cost Cap Insurance Escrow Account), Section 7.4 (Restrictive Covenant), as evidenced in part in the documents substantially in the form of Exhibit 13-A (Completion Guaranty), a copy of which is attached hereto as **Exhibit HH**; and Exhibit 13-B (Restrictive Covenant), a copy of which is attached hereto as **Exhibit II**; performance of these Liability Measures and Implementation Measures is secured by the Deed of Trust, Exhibit 25 to the Purchase and Sale Agreement, a copy of which is attached hereto as **Exhibit JJ**.

7.1.2 Indemnification

7.1.2.1 Indemnification of the State

Indemnify, defend, and hold harmless the State and its officers, agencies, commissions, and employees from and against any and all Claims, including, without limitation, third party Claims and Claims by any Agency (other than the State, acting through the Commission) relating to the past, present or future presence of known or unknown Hazardous Materials located, or which may come to be located at, on, or under, or flowing through the Remediation Area, including but not limited to, Construction Releases; provided that (a) the Parties agree that, except for any deductible amounts in the policy described in Section 7.2 of **Exhibit GG** or amounts within the retention amount and below any attachment point in the policy described in Section 7.3 of **Exhibit GG**, such insurance or accounts shall be the primary means of coverage or reimbursement for such claims, (b) all reasonable efforts to obtain such coverage or reimbursement shall be exhausted prior to OHP's obligation to provide indemnity pursuant to this Section and (c) the Parties shall cooperate to maximize the extent to which any claim is covered by any policy of insurance described in Sections 7.2 and Section 7.3 of **Exhibit GG**.

7.1.2.2 Indemnification of the Port

As more fully set forth in the Transactional Documents, indemnify, defend, and hold harmless the Port and its officers, agents, commissioners, and employees.

7.1.3 Release

7.1.3.1 Release of the State (Hazardous Materials)

Waive, release, acquit, and forever discharge the State and its officers, agencies, commissions, representatives, and employees from and against any and all Claims, direct or indirect, at any time on account of or in any way arising out of or in connection with Hazardous Materials existing at, on, or under the Remediation Area, as of the Close of Escrow and Incidental Migration to or within said Remediation Area, regardless of the origin or source of the Hazardous Materials, whether known or unknown.

7.1.3.2 Release of the State (As Is)

Waive, release, acquit, and forever discharge the State and its officers, agencies, commissions, representatives, and employees from and against any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, at any time on account of or in any way arising out of or in connection with the known or unknown physical condition of the Oak Street to 9th Avenue Property.

7.1.3.3 Release of the Port (Hazardous Materials)

As more fully set forth in the Transactional Documents, to release the Port and its officers, agencies, commissions, representatives, and employees from certain Claims related to Hazardous Materials.

7.1.3.4 Release of the Port (As Is)

As more fully set forth in the Transactional Documents, waive, release, acquit, and forever discharge the Port and its officers, agencies, commissions, representatives, and employees from and against any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, at any time on account of or in any way arising out of or in connection with the known or unknown physical condition of the Oak Street to 9th Avenue Property.

7.1.4 Improvements

7.1.4.1 OHP hereby agrees to improve the Final Public Trust Parcels (Uplands) and Public Trust Easement Street Parcels, at OHP's Sole Cost, with the Public Trust Improvements shown on the project map attached hereto as **Exhibit KK** pursuant to the schedule for the delivery of parkland improvements and the Construction Phases included within the Entitlements.

7.1.4.2 In conjunction with each Construction Phase of the Oak to 9th Redevelopment Project and prior to the construction of the Public Trust Improvements on the Final Public Trust Parcels (Uplands) within such Construction Phase, OHP hereby agrees to provide for review by the Commission's Executive Officer sufficient plans and other information to describe the scope and character of the Public Trust Improvements to be constructed on such portion of the Final Public Trust Parcels (Uplands) (each, a "Public Trust Improvement Submittal").

7.1.4.3 OHP agrees to undertake those certain maintenance, reconstruction or improvements regarding the various facilities described in the Marina Lease and lying waterward of the Final Public Trust Parcels (Upland)), all as and when provided in the Marina Lease. The Parties agree that the remedies for any failure by OHP to perform the obligations set forth in this Section 7.1.4.3 shall be limited to those remedies expressly provided for in the Marina Ground Lease.

7.1.5 Personal Obligations

The obligations of OHP set forth in Sections 7.1.1 through 7.1.3.34 and Sections 7.1.4.1 and 7.1.4.2 above are personal to OHP and its successors or assigns and shall not run with the land, except for any restrictive covenant as provided in **Exhibit II** hereto.

7.2 Port Agreements

The Port agrees:

7.2.1 Indemnification

Subject to its reserved right to contend the indemnification provided in this Section 7.2.1 is unenforceable, commencing upon Close of Escrow, to indemnify, defend, and hold harmless the State, its officers, agencies, commission, and employees from and against any and all Claims, including, without limitation, third party Claims, and Claims by any Agency (other than the State, acting through the Commission) relating to the past, present, or future presence of known or unknown Hazardous Materials located, or which may come to be located at, on, or under, or flowing through the Remediation Area, including but not limited to, Construction Releases; provided that the Port and the State agree that, (a) except for any deductible amounts in the policy described in Section 7.2 of **Exhibit GG** or amounts within the retention amount and below any attachment point in the policy described in Section 7.3 of **Exhibit GG**, such insurance or accounts shall be the primary means of coverage or reimbursement for such claims, (b) all reasonable efforts to obtain such coverage or reimbursement shall be exhausted prior to Port's obligation to provide indemnity pursuant to this Section and (c) the Port and the State shall cooperate to maximize the extent to which any Claim is covered by any policy of insurance described in Sections 7.2 and 7.3 of **Exhibit GG**.

7.2.2 Improvements

Recognizing that the Port is not a party to issuance, modification, or enforcement of the Entitlements and that, in order to receive the benefit of the Entitlements, OHP must construct the Public Trust Improvements, but cannot do so until OHP provides the Liability Measures and Implementation Measures in conjunction with each Construction Phase, to the extent the Port receives written notice of OHP's Public Trust Improvement Submittal or any proposed amendment to Entitlements, the Port, shall transmit such Public Trust Improvement Submittal or proposed amendment to the Entitlements to the Commission's Executive Officer for, respectively, the review provided in Section 8.1.2 or other action by the Commission.

8. Commission Agreements

The Commission agrees:

8.1.1 The Public Trust Improvements shown on the project map attached to this Agreement as **Exhibit KK** are (a) in conformity with the restrictions set forth in the Exchange Act, the Granted Lands Trust, and the Public Trust ("Use Restrictions") and (b) sufficient in scope and character to satisfy any obligation set forth in the Exchange Act to improve the Final Public Trust Parcels (Uplands). The Commission acknowledges that **Exhibit KK** is a concept level plan and the improvements actually constructed on the Final Public Trust Parcels (Uplands) will be constructed pursuant to improvement plans that require further design/engineering.

8.1.2 Upon receipt of a Public Trust Improvement Submittal as provided in Section 7.1.4.2, the Executive Officer of the Commission shall review the Public Trust Improvement Submittal for the sole purpose of making a determination by or on behalf of the Commission as to whether the Public Trust Improvements described in the Public Trust Improvement Submittal are consistent with the Use Restrictions.

8.1.3 Within thirty (30) calendar days after receipt of the Public Trust Improvement Submittal, the Executive Officer shall provide OHP with a notice of and a copy of the Executive Officer's determination as to whether the Public Trust Improvements described in the Public Trust Improvement Submittal are consistent with the Use Restrictions ("Consistency Determination"). The Consistency Determination shall be in writing and shall state with specificity the factual and legal basis for the determination. If the Executive Officer fails to provide OHP with a copy of the required Consistency Determination within 30 calendar days after receipt of the Public Trust Improvement Submittal, the Public Trust Improvements described in the Public Trust Improvement Submittal shall be determined to be consistent with the Use Restrictions.

8.1.4 If the Executive Officer provides OHP with a timely Consistency Determination that the Public Trust Improvements described in the Public Trust Improvement Submittal are not or may not be, in whole or in part, consistent with the Use Restrictions ("Inconsistency Determination"), OHP may appeal the Inconsistency Determination to the Commission.

8.1.5 The Commission must hear any such appeal within 90 calendar days of submission of the appeal of the Inconsistency Determination or the improvements described in the Public Trust Improvement Submittal shall be determined to be consistent with the Use Restrictions.

8.1.6 If the Commission timely determines that the Public Trust Improvement Submittal is, in whole or in part, not consistent with the Use Restrictions, and the Inconsistency Determination should be upheld, the Commission's decision shall be in writing and shall state with specificity the factual and legal basis for the decision. OHP shall have the right to challenge such decision in a court of competent jurisdiction.

9. Commission Findings

The Commission, effective as provided in Section 11 and upon recordation of this Exchange Agreement, makes the following findings as required by the Exchange Act and to comply with Article X, Section 3 of the California Constitution:

9.1 Configuration

The configuration of the lands confirmed as the Final Public Trust Parcels and the Public Trust Easement Street Parcels as shown on Exhibit B and described in Exhibit D and Exhibit F (a) substantially conforms to the geographic configuration and extent of trust lands shown on the diagram in Section 12 of the Exchange Act, including depth as measured perpendicularly from the shoreline, length as measured laterally along the shoreline, and total square footage as the extent of trust lands shown on Exhibit B, (b) includes all lands within the Oak Street to 9th Avenue Property that are presently waterward of the line of mean high water as of the effective date of the Exchange Act, and (c) consists of lands suitable to be impressed with the Public Trust and the Granted Lands Trust. The minor changes in the geographic configuration and extent of the Final Public Trust Lands and Public Trust Easement Street Parcels better further Public Trust purposes.

9.2 Street Layout and Access

The final layout of streets in the Oak Street to 9th Avenue Property will provide access to the Final Public Trust Parcels and will be consistent with the beneficial use of those Parcels.

9.3 Trust Exchange Parcel Findings

9.3.1 Consistency

The Trust Exchange Parcel will promote the purposes or objectives of the Estuary Plan, the Granted Lands Trust, or the Port improvement plans, as applicable, to the extent that these purposes or objectives are consistent with the Public Trust.

9.3.2 Selection

The Trust Exchange Parcel has been selected according to the criteria in Section 4 (b) (2) of the Exchange Act.

9.3.3 Valuation

The value of the lands to be exchanged into the Public Trust and the Granted Lands Trust (Trust Exchange Parcel) is equal to or greater than the value of the lands to be exchanged out of the Public Trust and the Granted Lands Acts (Trust Termination Parcels (Granted Lands).

9.3.4 Usefulness

The Trust Termination Parcels (Granted Lands) have been filled and reclaimed as the result of a highly beneficial program of harbor development; consist entirely of dry land lying

landward of the present line of mean high water; are no longer needed or required for the purposes of the Public Trust or the Granted Lands Acts; constitute a relatively small portion of the lands originally granted to the City; and the exchange will not result in substantial interference with Public Trust nor the Granted Lands Acts.

9.4 Consistency with Exchange Act

This Exchange Agreement and the exchange and sale herein memorialized are consistent with the Exchange Act.

9.5 Access

Vertical access is provided from public streets to the shoreline. Continuous lateral public access to the water along the entirety of the Oak Street to 9th Avenue Property consistent with policies OAK-9, OAK-10, OAK-11, and OAK-12 of the Estuary Plan in effect on June 1, 2004, for the Oak Street to 9th Avenue Property is provided.

9.6 Held in Trust

The Final Public Trust Parcels, the Public Trust Easement (Granted Lands) and the Public Trust Easement (After-Acquired Lands), and the Trust Exchange Parcel will be held by the Port subject to, as applicable, the Public Trust, the Granted Lands Trust, and the terms of the Exchange Act.

9.7 No Interference

No substantial interference with Public Trust uses and purposes shall ensue by virtue of the exchange approved and authorized by this Exchange Agreement.

9.8 Best Interests of State

This Exchange Agreement is in the best interests of the statewide public, including for the improvement of navigation and commerce; for the enhancement of public access to and along the shoreline and waterfront; and for the protection, preservation, and enhancement of Public Trust interests in the remaining tide and submerged lands in the area.

9.9 Liability Measures and Implementation Measures

The FOST and the Liability Measures and Implementation Measures identified in Recital X and Section 7 hereof and provided in **Exhibit GG, Exhibit HH, and Exhibit II and Exhibit JJ** are or will be, on the Effectiveness of this Exchange Agreement as provided in Section 11 hereof, sufficient protective measures for Port-retained property, or property acquired by the Port by this Exchange Agreement, including the Trust Exchange Parcel, to ensure that the State is protected from liability or responsibility for Hazardous Materials releases and that Remediation of the Final Public Trust Parcels (Uplands), the Public Trust Easement Street Parcels, and the Exchange Parcel will be or has been completed according to, respectively, the Approved Response Plan for the Oak Street to 9th Avenue Property and the RAP Amendment for the Trust Exchange Parcel.

9.10 No Land Use Restrictions

There are no land use covenants or restrictions on the Final Public Trust Parcels, the Public Trust Easement Street Parcels, and the Trust Exchange Parcel that impede their use for Public Trust, Granted Lands Trust, or Exchange Act purposes. The Commission will be timely advised by OHP and the Port of any amendment to the Entitlements and may object to any amendment to the Entitlements that would, in the Commission's judgment, interfere with use of the Final Public Trust Parcels or the Public Trust Easement Street Parcels for the Exchange Act Uses.

9.11 Right to Fish

The conveyances made pursuant to this Exchange Agreement will not interfere with the rights of fishing and navigation in San Francisco Bay or its tributary channels.

9.12 Exemptions

This Exchange Agreement is exempt from the CEQA pursuant to Public Resources Code section 21080.11 and the Subdivision Map Act pursuant to Government Code section 66412(e).

9.13 Port Approval

The Port has approved this exchange and the Exchange Agreement after holding at least one public hearing.

9.14 No Approval of Response or Other Plans

None of the findings in Subsection 9.9, above is or is intended to be an approval of Approved Response Plan or any other response action plan, consent agreement, or response plan entered between DTSC, OHP, or any successor to OHP pertaining to the Trust Termination Parcels (Granted Lands) or the Trust Termination Parcels (After Acquired Lands) conveyed to OHP by either the State or the Port through the Purchase and Sale Agreement or this Exchange Agreement.

10. Escrow and Escrow Instructions

10.1 Establishment of Escrow and Escrow Instructions

The Parties shall open an escrow with First American Title Company (the "Escrow Holder"). As part of the escrow, the Parties shall submit additional, mutually agreeable escrow instructions including instructions on the order of recordation.

10.2 State Deposit into Escrow

Not later than the earlier of one hundred and eighty (180) days after the date of **Exhibit K** or thirty (30) days after receiving notice from the Port that it has deposited into Escrow the statement described in Section 10.3.4 hereof, the State shall deposit the following documents into escrow duly and properly certified or executed by the State:

Oak Street to 9th Avenue District
Boundary Line and Exchange Agreement
Page 26 of 40

10.2.1 A certified copy of the Minute Item for Calendar Item No. 91 of the Commission's public hearing on June 28, 2010, substantially in the form of **Exhibit K**, showing the Commission's approval of this Exchange Agreement, the Implementation Measures and Liability Measures, and the condition of title to the Final Public Trust Parcels, the Public Trust Easement Street Parcels, and the Trust Exchange Parcel to be granted to the Port at the closing as shown in a pro forma title policy in a coverage amount acceptable to the Commission and the Commission's authorization that this Exchange Agreement and the quitclaims, patents, and certificates of acceptance have been or may be executed and delivered to the Escrow Agent on the State's behalf;

10.2.2 This Exchange Agreement duly and properly executed by the State;

10.2.3 Certificates of acceptance substantially in the form of **Exhibit R** duly and properly executed by the State accepting conveyances from the Port contained or evidenced in **Exhibit Q, T, and Z**;

10.2.4 Quitclaim deed to the Port substantially in the form attached hereto as **Exhibit N** duly and properly executed by the State;

10.2.5 A Patent to the Port of the Final Public Trust Parcels substantially in the form attached hereto as **Exhibit U**, duly and properly executed by the State;

10.2.6 A Patent to OHP of the Trust Termination Parcels (Granted Lands) in the form attached hereto as **Exhibit W**, duly and properly executed by the State;

10.2.7 A Patent transferring the Trust Exchange Parcel to the Port substantially in the form attached hereto as **Exhibit AA**, duly and properly executed by the State;

10.2.8 A Patent to OHP of the Public Trust Easement Street Parcels reserving and exercising the Public Trust Easement (Granted Lands) for the purposes provided for herein substantially in the form attached hereto as **Exhibit CC**, duly and properly executed by the State; and

10.2.9 A Patent transferring the exercised Public Trust Easement (Granted Lands) to the Port substantially in the form attached hereto as **Exhibit DD**, duly and properly executed by the State.

10.3 Port Deposit into Escrow

On or before the Close of Escrow, the Port shall deposit the following documents into escrow:

10.3.1 A certified copy of Port of Oakland Ordinance No. 4119 adopted by the Board on March 20, 2010 and a certified copy of Port of Oakland Resolution No. 10-7 adopted by the Board on February 16, 2010 substantially in the form of **Exhibit J** approving this Exchange Agreement and authorizing that it be executed on behalf of the Port;

10.3.2 This Exchange Agreement duly and properly executed by the Port;

10.3.3 Written approvals by the Port of the condition of title to the Final Public Trust Parcels, the Public Trust Easement Street Parcels, and the Trust Exchange Parcel as shown in a pro forma title commitment in coverage amounts acceptable to the Port ;

10.3.4 A written statement by the Executive Director of the Port that all conditions precedent to the performance of the Port under the Transactional Documents except for the Effectiveness of this Exchange Agreement pursuant to Section 11.3 hereof and OHP's performance related to the Close of Escrow have been waived or satisfied and the obligations of the Port thereunder are no longer contingent;

10.3.5 Conveyance from the Port to the State substantially in the forms attached hereto as **Exhibits Q, T, and Z**, duly and properly executed by the Port;

10.3.6 Certificates of acceptance from the Port accepting conveyances from the State contained or evidenced in **Exhibits N, AA, and DD** substantially in the form attached hereto as **Exhibit O** duly and properly executed by the Port;

10.3.7 Conveyances to OHP of the Trust Termination Parcels (After-Acquired Lands) and the Public Trust Easement Street Parcels (After-Acquired Lands) respectively substantially in the forms attached hereto as **Exhibits Y and FF**, duly and properly executed by the Port; and

10.3.8 A final judgment confirming the validity of this Exchange Agreement and its associated deeds and patents.

10.4 OHP Deposit into Escrow

On or before the Close of Escrow, OHP shall deposit the following documents into escrow:

10.4.1 This Exchange Agreement duly and properly executed by OHP;

10.4.2 A unanimous consent of its members approving this Exchange Agreement, and acceptance of the patents and obligations undertaken by OHP through them and in separate agreements, and the authority of OHP's signatory to this Exchange Agreement to bind the company;

10.4.3 A written statement by the managing member of OHP that all conditions precedent to the performance of OHP under the Transactional Documents except for the Effectiveness of this Exchange Agreement pursuant to Section 11.3 hereof and the Port's performance related to the Close of Escrow have been waived or satisfied and the obligations of OHP thereunder are no longer contingent;

10.4.4 Copies of the Approved Response Plan approved by DTSC;

10.4.5 Pursuant to Section 7.1.1 of this Exchange Agreement and the Transactional Documents, the Restrictive Covenant in a form substantially similar to the one set forth in **Exhibit II**;

10.4.6 If applicable, pursuant to Section 7.1.1 of this Exchange Agreement and the Transactional Documents, the Trust Deed in a form substantially similar to the one set forth in **Exhibit JJ**; and

10.4.7 Pursuant to Section 2.1 of the Purchase and Sale Agreement, the Purchase Price of Eighteen Million Dollars (\$18,000,000) consisting of, as provided in Section 2.2 of the Purchase and Sale Agreement, a down payment of Four Million Five Hundred Thousand Dollars (\$4,500,000) in cash, and the fully executed Deed of Trust in the form of Exhibit 27 to the Purchase and Sale Agreement, and OHP's fully executed promissory note for Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) and OHP's share of the closing costs, less Buyer's Deposit as defined in Section 2.2 of the Purchase and Sale Agreement.

11. Effectiveness

Due to the delays inherent in a public process, in obtaining various signatures of the governmental Parties or a validation judgment, the Parties agree that the Exchange Agreement and the actions and obligations required thereby shall be effective and binding on the Parties ("Effective") as follows:

11.1 Pursuant to Section 11 of the Exchange Act and for purposes of Code of Civil Procedure Section 760.080 only, this Exchange Agreement shall be deemed to have been entered into when executed by the Executive Officer of the Commission and the Parties' obligations provided in Sections 13, 15, and 16 of this Exchange Agreement shall be and are Effective. The State shall be the last of the Parties to sign this Exchange Agreement and the Governor shall be the last to execute this Exchange Agreement on behalf of the State.

11.2 Upon execution of this Exchange Agreement by the Governor and entry of the confirmatory judgment required in Section 14 hereof, the actions and obligations of the Parties provided in Sections 1, 2, 3, 4, 5, 6, 7, 8, and 10 hereof ("Execution Effectiveness") shall be and are Effective.

11.3 Upon compliance with Section 11.2 immediately above, satisfaction or (if applicable) waiver of the conditions precedent set forth in the Transactional Documents, notification by the Escrow Agent pursuant to Section 12 of this Exchange Agreement, and following Close of Escrow, the findings set forth in Section 9 hereof and the balance of this Exchange Agreement, shall be and are Effective.

12. Close of Escrow and Recordation

Upon receipt of a certified copy of a judgment by the Court pursuant to Section 14, and all documents listed in Section 10 pertaining to the deposits into escrow, Escrow Agent shall notify the Parties of its intention to close escrow, and to record this Exchange Agreement, and all deeds, and patents implementing the Exchange Agreement, in the manner and subject to the

requirements of escrow instructions submitted to the Escrow Agent by the Parties and agreed to by the Escrow Agent by the Outside Closing Date (as such date may be extended by the Port and OHP from time to time).

13. Impacts of Sea Level Rise

13.1 The boundaries established in and conveyances made pursuant to this Agreement are intended to be fixed and not subject to change by erosion, accretion, reliction or submergence whether due to natural or artificial causes. However, should lands freed of the Public Trust become inundated from waters of the San Francisco Bay or the Pacific Ocean, whether due to either erosion or sea level rise that results in the land being submerged or subject to the ebb and flow of the tide below the elevation of mean high water, the lands for so long as such conditions exist will be subject to the Public Trust Easement. Nothing in this section limits the rights of any Party pursuant to Civil Code Section 1015.

13.2 Nothing in this Agreement obligates the Port or State to protect or cause to be protected any privately held uplands, including, but not limited to, constructing or causing to be constructed any protective structures that benefit any privately held uplands. Nothing in this Agreement shall render the Port or the State liable to the owners of upland properties within the Oak Street to 9th Avenue Property for failure to provide protection against sea level rise.

13.3 Nothing in this Section 13 is intended to increase or diminish the rights of any Party under existing law, including without limitation, the rights of any Party to undertake protective measures to maintain the boundaries at the locations established pursuant to this Agreement.

14. Judicial Confirmation of Validity of Settlement

The Port shall submit this Exchange Agreement to a court of competent jurisdiction to confirm the validity of the Exchange Agreement and its associated deeds and patents by a court judgment pursuant to Code of Civil Procedure sections 760.010 through 764.080, inclusive, and Section 11 of the Exchange Act. A complaint to do so shall be filed within thirty (30) days of the execution of this Exchange Agreement by the Parties. Any Party that has not filed the complaint shall cooperate with the other Party or Parties filing the complaint to obtaining a confirmatory judgment. Upon entry of a judgment confirming the validity of this Exchange Agreement and its associated deeds and patents, the Parties shall be deemed to have waived any right to appeal from such judgment.

15. Effect of a Judicial Finding of Invalidity

Should a court of competent jurisdiction enter a judgment that becomes final, finding and declaring that this Exchange Agreement, any term, provision, covenant or condition of, or any of the conveyances pursuant to this Exchange Agreement is invalid, void, or unenforceable and should that determination be upheld on final appeal (if one is filed), the Parties agree that the Parties shall attempt to amend or take other action necessary to achieve the intent of this Exchange Agreement in a manner consistent with the ruling of the court; provided that, if such amendment or action cannot be accomplished within one (1) year from such final judgment,

unless otherwise extended by the Parties, then the Parties agree that the Exchange Agreement or any action or obligation required thereby shall no longer be Effective for any purpose, any conveyance or transfers shall be considered null and void, shall not be recorded, and shall be released from escrow and returned to the Party that executed the conveyance, including any instrument occurring under the Transaction Documents, so as to return the Parties to the positions they were in prior to the execution of this Exchange Agreement.

16. Further Assurances

So long as authorized by applicable laws to do so, the Parties will perform such other acts, and execute, acknowledge, and deliver all further conveyances and other instruments that may be necessary to fully assure to the other Parties all of the respective properties, rights, titles, interests, remedies, powers, and privileges to be conveyed or provided for by this Exchange Agreement.

17. Execution Before a Notary Public

All signatures of the Parties to this Exchange Agreement and all deeds and other conveyances executed pursuant to this Exchange Agreement shall be acknowledged before a Notary Public or other entity authorized to acknowledge signatures and a certificate of acknowledgment or seal shall be attached to the executed Agreement and other documents to allow them to be recorded in the Office of the Recorder of the County of Alameda, California.

18. Counterparts

This Exchange Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original and as if all of the Parties to the aggregate counterparts had signed the same instrument. Any signature page of this Exchange Agreement may be detached by the Escrow Agent designated herein from any counterpart of this Exchange Agreement without impairing any signatures thereon, and may be attached to another counterpart of this Exchange Agreement identical in the form hereto but having attached it one or more additional signature pages, for the purpose of creating an integrated document for recording.

19. No Admission or Effect if Agreement Not Made Effective

In the event this Exchange Agreement does not become Effective as provided in Section 11 above, nothing in it shall constitute, or be construed as, an admission by any Party hereto or evidence concerning the boundaries, physical character, or character of title or interest in the Final Public Trust Parcels, the Trust Termination Parcels, the Public Trust Easement Street Parcels, or the Exchange Parcel.

20. No Effect on Other Lands

The provisions of this Exchange Agreement do not constitute, nor are they to be construed as, an admission by any Party or evidence concerning the boundaries, physical

character, or character of title to or interest in any lands outside the Oak Street to 9th Avenue Property and the Trust Exchange Parcel.

21. Agreement Binding on Successors

Once Effective, all the terms, provisions, and conditions of this Exchange Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the Parties.

22. No Third Party Beneficiaries

There are no third-party beneficiaries of this Exchange Agreement.

23. Modification

No modification, amendment, or alteration of this Exchange Agreement shall be valid unless in writing and signed by the Parties to this Exchange Agreement.

24. No Effect on Other Government Jurisdiction

This Exchange Agreement has no affect whatsoever on the regulatory, environmental or other jurisdiction of any federal, state, local, or other government entity not a Party to this Exchange Agreement.

25. Headings

The title headings of the sections of this Exchange Agreement are inserted for convenience only and shall not be considered in construing this Exchange Agreement.

26. Agreement Not To Encumber

Upon execution of this Exchange Agreement and except as permitted in the Transactional Documents, none of the Parties shall sell, transfer, assign, mortgage, pledge, or hypothecate, whether by operation of law or otherwise, any of their respective rights, title, or interests in or to the Oak Street to 9th Avenue Property or the Exchange Parcel prior to the recording of this Exchange Agreement and its associated deeds.

27. Port's Interests Not Transferable

Following recording of this Exchange Agreement and its associated deeds and patents, except as contemplated herein or in the Transactional Documents, the title interests held by the Port in the Final Public Trust Parcels, the Public Trust Easement, and the Trust Exchange Parcel may not be sold or otherwise conveyed or transferred except as provided in the Granted Lands Trust, the Exchange Act, this Exchange Agreement or as otherwise authorized by law.

28. Allocation of Costs and Expenses

OHP shall pay the expenses and fees of the Escrow Agent, including those costs associated with document preparation and recordation of this Exchange Agreement, its deeds and patents, and any associated documents. OHP shall also pay for title insurance for the Trust Termination Parcels (Granted Lands), Trust Termination Parcels (After-Acquired Lands), the fee in the Public Trust Easement Street Parcels, and any property received by it under the Purchase and Sale Agreement. The Port shall pay expenses and fees associated with any title insurance policy for the Final Public Trust Parcels, the Public Trust Easement in the Public Trust Easement Street Parcels, and the Trust Exchange Parcel. All other fees, costs and expenses of any attorney, engineer or other person employed or retained by a Party in connection with the transactions underlying this Exchange Agreement shall be borne by the Party incurring the fee or expense, except as the Parties may otherwise agree in writing.

29. Notice

Any notice required pursuant to this Exchange Agreement shall be in writing and given by delivering the notice in person, by commercial courier, or by sending it by registered or certified mail, or overnight mail, return receipt requested, with postage, to the addresses below or to another address a Party may designate to the other Parties. For the convenience of the Parties, notice also may be given by facsimile in addition to one of the above methods, to the telephone numbers listed below.

State:

State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202
Attn: Chief Counsel
Facsimile: 916-574-1855

With copies to:

Office of the Attorney General
State of California
1515 Clay Street, 20th Floor
Oakland, CA 94612
Attn: Supervising Deputy Attorney General, Land Law Section
Facsimile: 510-622-2270

Port:

Port of Oakland
530 Water Street
Oakland, CA 94607
Attn: Director of Commercial Real Estate
Facsimile: 510-839-2793

With copies to:

Port of Oakland
530 Water Street
Oakland, CA 94607
Attn: Port Attorney, Port of Oakland
Facsimile: 510-444-2093

OHP:

c/o Signature Properties, Inc.
4670 Willow Road, Suite 200
Pleasanton, California 94588
Attention: Michael Ghielmetti
Ph.: (925) 463-1122
Fax: (925) 463-0832

30. Exhibits

Exhibits A through KK, inclusive, are attached to this Exchange Agreement and are incorporated by reference as part hereof.

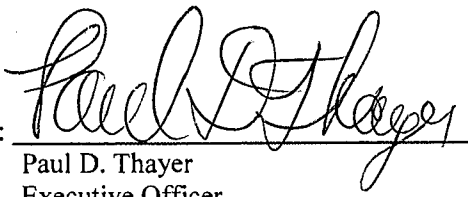
To witness this Exchange Agreement, a duly authorized officer of each Party has executed it below on the date opposite each signature.

//Remainder of this page intentionally left blank.

STATE OF CALIFORNIA

STATE LANDS COMMISSION

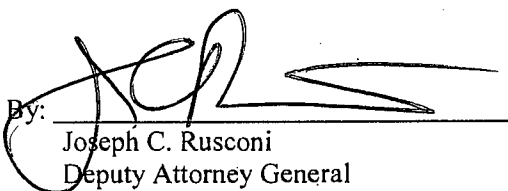
DATED: 8/23/10

By: 
Paul D. Thayer
Executive Officer

Approved as to form:

Edmund G. Brown Jr.
Attorney General
State of California

DATED: 7/8/10

By: 
Joseph C. Rusconi
Deputy Attorney General

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On Aug 23, 2010 before me, Kimberly L. Lunetta, Notary Public

personally appeared Paul D. THAYER



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 Kimberly L. Lunetta
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: OAK St. to 9th Ave. Dist. Boundary Line & Exchange Agreement SEC NO: W26371-601-05.8
Document Date: Aug 23, 2010 Number of Pages: 40 pgs + 382 exhibit pgs.

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Paul D. THAYER

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

Signer Is Representing: CA State Lands Commission

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

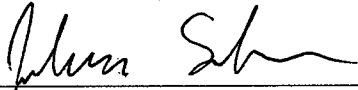
THE CITY OF OAKLAND, A MUNICIPAL CORPORATION, ACTING BY AND
THROUGH ITS BOARD OF PORT COMMISSIONERS

By: 

Omar R. Benjamin
Executive Director

Approved as to form and

Legality this 7th day of July, 2010



Port Attorney

Port Ordinance No. 411.9

P. A. No. 10-114

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

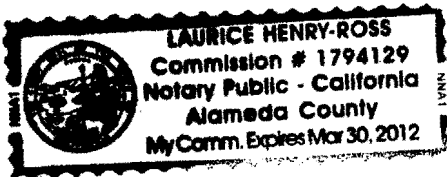
County of Alameda

On July 7, 2010 before me, Laurice Henry-Ross, Notary

Here Insert Name and Title of the Officer

personally appeared Omar R Benjamin

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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

OK St to 9th Exchange Agreement

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name:

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

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

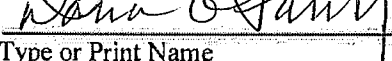
OAKLAND HARBOR PARTNERS, LLC, a California limited liability company

By: Signature Harbor Partners, LLC, a
California limited liability company

By: 
Type or Print Name Michael Ghielmetti

Its: President of Manager

By: R&B Harbor Venture, LLC, a California
limited liability company

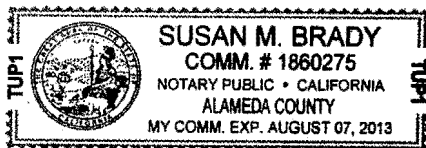
By: 
Type or Print Name

Its: President & Manager

State of California
County of Alameda

}ss.

On July 19, 2010 before me, Susan M. Brady, Notary Public.
Date
personally appeared Michael Ghielmetti
Name(s) of Signer(s)



Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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.

Susan M. Brady
Susan M. Brady-Commission No. 1860275

Optional

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Other than Named Above: _____

Signers Name: _____

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

STATE OF CALIFORNIA

)

) ss.

COUNTY OF Contra Costa

)

On July 20, 2010, before me, MARGARET A. MILLER, Notary Pub.
personally appeared DANAB. PARRY 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 is true and correct.

WITNESS my hand and official seal.

Margaret A. Miller
Notary Public in and for said State

(SEAL)



IN APPROVAL WHEREOF, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to section 6107 of the Public Resources Code of the State of California.

Given under my hand at the City of Sacramento this, the ____ day of _____, in the year two thousand and ____.

ARNOLD SCHWARZENEGGER
Governor, State of California

Attest:

SECRETARY OF STATE

By: _____
DEBRA BOWEN
Secretary of State

LIST OF EXHIBITS

- A.** Omnibus Definitions List
- B.** Plat Illustrating Final Configuration of the Oak Street to 9th Avenue Property
- C.** Land Description of Oak Street to 9th Avenue Property
- D.** Land Description of Final Public Trust Parcels
- D-1** Land Description of Final Public Trust Parcels (Uplands)
- E.** Land Description of Trust Termination Parcels
- F.** Land Description of Public Trust Easement Street Parcels
- G.** Plat to Illustrating Trust Exchange Parcel
- H.** Land Description of Trust Exchange Parcel
- I.** List of City Entitlements
- J.** Port of Oakland Ordinance No. 4119; Port Resolution 10-7
- K.** SLC Minute Item No. ____
- L.** Description of Agreed Ordinary High Water Mark Within the Oak Street to 9th Avenue Property
- L-1** Plat to Illustrate Agreed Ordinary High Water Mark Within the Oak Street to 9th Avenue Property
- M.** Land Description of After Acquired Lands
- N.** Quitclaim Deed State to Port (After-Acquired Lands)
- O.** Forms of Port Certificates of Acceptance
- P.** Land Description of Granted Lands
- Q.** Quitclaim Deed Port to State (Granted Lands)
- R.** Forms of State Certificates of Acceptance
- S.** Land Description of Certain Granted Lands and After-Acquired Lands to Be Confirmed by the State

LIST OF EXHIBITS

- T.** Port Conveyance to State (Certain Granted Lands and After-Acquired Lands)
- U.** State to Port Conveyance (Final Public Trust Parcels)
- V.** Land Description of Trust Termination Parcels (Granted Lands)
- W.** State to OHP Conveyance (Trust Termination Parcels (Granted Lands))
- X.** Land Description of Trust Termination Parcels (After-Acquired Lands)
- Y.** Port to OHP Conveyance (Trust Termination Parcels (After-Acquired Lands))
- Z.** Port to State Conveyance of Trust Exchange Parcel
- AA.** State to Port Conveyance of Trust Exchange Parcel
- BB.** Land Description of Public Trust Easement Street Parcels (Granted Lands)
- CC.** State to OHP Conveyance (Fee in Public Trust Easement Street Parcels (Granted Lands))
- DD.** State to Port Conveyance (Public Trust -Easement (Granted Lands)
- EE.** Land Description of Public Trust Easement Street Parcels (After-Acquired Lands)
- FF.** Port to OHP Conveyance (Public Trust Easement Street Parcels (After-Acquired Lands))
- GG.** Exhibit 13 "Environmental Addendum" to Purchase and Sale Agreement
- HH.** Exhibit 13-A "Completion Guaranty"
- II.** Exhibit 13-B "Restrictive Covenant"
- JJ.** Exhibit __ "Deed of Trust"
- KK.** Project Map showing Public Trust Improvements

EXHIBIT A

Terms with the initial letter(s) capitalized, whether in the singular or the plural, shall have the following meaning:

1. **"Actual Remediation Costs"**: Those costs described in Section 2.3(a) of the Purchase and Sale Agreement, but not including those costs and expenses excluded in Section 2.3 of the Purchase and Sale Agreement.
2. **"After-Acquired Lands"**: Those portions of the Oak Street to 9th Avenue Property that have been acquired by the City and are, by virtue of the City Charter of the City, managed and controlled by the Port and are not original tide and submerged lands of the State, but were acquired from persons or entities other than the State with Public Trust funds derived from the use of or operations on Granted Lands or other lands granted to the City through the Granted Lands Acts.
3. **"Agency"**: Any government regulatory oversight agency responsible for the enforcement and regulation of Environmental Laws and having jurisdiction over the Three Parcels and/or the Extended Construction Area.
4. **"Approval" or "Approved"**: The applicable Authority having jurisdiction over the subject item or matter voted or otherwise acted to approve such item or matter, and all administrative and judicial appeal periods for such Approval, if applicable, have expired without the filing of an appeal or judicial proceeding, or if an administrative appeal or judicial proceeding is filed, the administrative appeal and/or judicial appeal is resolved.
5. **"Approved Response Plan"**: (a) The final written plan for Environmental Testing and Clean-Up of the Three Parcels prepared on behalf of Buyer by Erler & Kalinowski, Inc. ("EKI"), as may be amended and approved in writing by the California Environmental Protection Agency, Department of Toxic Substances Control ("DTSC") acting as the lead environmental oversight agency for the Three Parcels; (b) those plans and documents it is anticipated that the Approved Response Plan will refer to, and require Buyer to prepare and implement, including, but not limited to: (i) implementation plans specifying detailed procedures for Environmental Testing and Clean-Up of specific parcels, portions of parcels, development areas or phases of the Project ("Implementation Plans"); (ii) environmental risk management plans for pre-construction, construction, and post-construction activities ("Environmental Risk Management Plans"); (iii) operations and maintenance plans specifying on-going activities required after remediation and development; (iv) land use controls such as land use covenants, homeowner covenants, conditions and restrictions ("CC&Rs"), and (v) other vehicles for documenting restrictions on land use; and (c) any other supplemental documents for Environmental Testing and Clean-Up for the Project determined to be necessary by the DTSC.. The form of draft Approved Response Plan proposed by Buyer to DTSC shall not include the removal or disposal of sediments from the Three Parcels and/or areas beyond the boundary of such parcels to the Estuary Side. The current draft of the Approved Response Plan prepared by EKI is dated November 2009.
6. **"Authority"**: The applicable governmental or quasi-governmental agency, body or authority having jurisdiction over the subject item or matter.

7. **"CEQA"**: California Environmental Quality Act.
8. **"City"**: The City of Oakland, a California Charter City.
9. **"Claim"**: Any action, cause of action, claim, compensation, cost, damage, demand, directive, enforcement, proceeding, expense, fee (including consultants' and attorneys' fees), fine, lawsuit, order, penalty, right, or any other form of cost or compensation whatsoever, including any government claim.
10. **"Clean-Up"**: Any removal, recycling, disposal, remediation, containment, treatment, capping, encapsulating, and monitoring of Hazardous Materials, including reasonable restoration of the property surface.
11. **"Clean-Up Cost Estimate"**: The cost estimate to be prepared by EKI and submitted to Buyer and Seller for implementation of the Environmental Testing and Clean-Up required under the Approved Response Plan. In addition to providing the estimated cost for implementation of the Environmental Testing and Clean-Up under the entire Approved Response Plan covering the Three Parcels, the Clean-Up Cost Estimate shall separately identify estimated costs for implementation of the Environmental Testing and Clean-Up required under the Approved Response Plan for the Final Public Trust Parcels (Uplands) and for each Development Phase. The Clean-Up Cost Estimate shall be prepared by EKI and provided in writing to Seller no more than six (6) months and no less than three (3) months preceding the Close of Escrow. Thereafter, Buyer shall cause EKI to update (a) the Clean-Up Cost Estimate no more than six (6) months and no less than three (3) months prior to the Implementation and Liability Measures Trigger Date, and (b) with respect to each Development Phase, that portion of the Clean-Up Cost Estimate applicable to the Development Phase no more than six (6) months and no less than three (3) months prior to commencement of the implementation of the Approved Response Plan with respect to such Development Phase.
12. **"Close of Escrow"**: The date described in Section 3.2 of the Purchase and Sale Agreement.
13. **"Commission"**: The State Lands Commission.
14. **"Construction Release"**: Any Initial Release of Hazardous Materials: (a) occurring during improvement and/or maintenance of the Three Parcels or the Extended Construction Area performed by Buyer or pursuant to Buyer's direction; (b) caused by the act or omission of Buyer or its Authorized Representatives; and (c) of which Buyer or its Authorized Representatives has or obtains actual knowledge within sixty (60) days following the date of the Initial Release. The term Construction Release does not include Incidental Migration.
15. **"Cost Cap Insurance"**: Remediation cost-cap insurance.
16. **"Cost Cap Insurance Escrow Account"**: That account described in Section 7.3 of Exhibit 13 to the Purchase and Sale Agreement.

17. **"Deck Easement"**: The easement to maintain the supports on which the Ninth Avenue Terminal Shed is presently located as provided in Exhibit 19 to the Purchase and Sale Agreement.

18. **"Deed of Trust"**: The Deed of Trust With Assignment of Rents in favor of Seller required in Section 2.2 of the Purchase and Sale Agreement encumbering the Trust Termination Parcels in the form attached as Exhibit 25 to the Purchase and Sale Agreement

19. **"Development Phase(s)"**: The individual Project phases proposed by Buyer and identified in Exhibit 13-1, attached hereto.

20. **"DTSC"**: California Environmental Protection Agency, Department of Toxic Substances Control.

21. **"EIR"**: Environmental Impact Report.

22. **"EKI"**: Erler & Kalinowski, Inc.

23. **"Entitlements"**: The land use entitlements and the necessary California Environmental Quality Act certification for the Oak to 9th Redevelopment Project Approved by the City, through its Council and its Planning Commission and listed in Exhibit I to the Exchange Agreement.

24. **"Environmental Laws"**: Any and all federal and/or California laws, statutes, ordinances, rules, regulations, permits, orders, or other directives issued by any Agency pertaining to Hazardous Materials, including, without limitation, the following laws: 15 U.S. Code Section 2601, *et seq.* (the Toxic Substances Control Act); 33 U.S. Code Section 1251, *et seq.* (the Clean Water Act); 42 U.S. Code Section 6901, *et seq.* (the Resource Conservation and Recovery Act); 42 U.S. Code Section 7401, *et seq.* (the Clean Air Act); 42 U.S. Code Section 9601, *et seq.* (the Comprehensive Environmental Response, Compensation and Liability Act); 49 U.S. Code Section 1801, *et seq.* (the Hazardous Materials Transportation Act); 33 U.S.C. Section 2701, *et seq.* (the Oil Pollution Act); California Health & Safety Code ("H&S Code") Section 25100, *et seq.* (Hazardous Waste Control); H&S Code Section 25300, *et seq.* (the Hazardous Substance Account Act); H&S Code Section 25404 *et seq.* (Unified Hazardous Waste and Hazardous Materials Management Regulatory Program); H&S Code Section 25531, *et seq.* (Hazardous Materials Management); H&S Code Section 25249.5, *et seq.* (the California Safe Drinking Water and Toxic Enforcement Act); H&S Code Section 25280, *et seq.* (Underground Storage of Hazardous Substances); H&S Code Section 25170.1, *et seq.* (the California Hazardous Waste Management Act); H&S Code Section 25501, *et seq.* (Hazardous Materials Response Plans and Inventory); H&S Code Section 18901 *et seq.* (California Building Standards); California Water Code Section 13000, *et seq.* (the Porter-Cologne Water Quality Control Act); H&S Code Section 38000 *et seq.* and 40200 *et seq.* among others (authorizing regulation by the California Air Resources Control Board and the Bay Area Quality Management District); California Fish and Game Code Sections 5650-5656; local fire codes; the regulations adopted and promulgated pursuant to such statutes, and any regulations adopted pursuant to such statutes after the Effective Date of the Option Agreement, as well as any subsequently enacted federal or California statute as may be modified, amended or reissued, in any way relating to

Hazardous Materials; Clean-Up; human health; safety; the environment; or pollution or contamination of the air, soil, soil gas, surface water or groundwater.

25. **"Environmental Risk Management Plans"**: Environmental risk management plans for pre-construction, construction, and post-construction activities.

26. **"Environmental Testing" or "Environmental Tests"**: The testing, evaluation, investigation, monitoring, and risk assessment of Hazardous Materials, and any feasibility studies conducted in connection with the Clean-Up of Hazardous Materials.

27. **"Escrow"**: That certain escrow opened with the Escrow Holder at its office located at 1850 Mt. Diablo Blvd., Suite 300, Walnut Creek, CA 94596.

28. **"Escrow Holder"**: First American Title Company.

29. **"Estuary Side"**: The side of the Three Parcels the border of which abuts or is generally defined by shoreline, sediments, submerged lands, and/or open water (generally to the south and southwest of the stated parcels), and extending to the centerline of the Oakland Estuary. For purposes of **Exhibit 13** to the Purchase and Sale Agreement, following the effective date of the Marina Ground Lease, the term Estuary Side shall not include the Marina Ground Lease Premises as that term is defined in the Marina Ground Lease. The term Estuary Side shall, however, include sediments, submerged lands, and open water extending beyond the Marina Ground Lease Premises to the centerline of the Oakland Estuary.

30. **"Exchange Act"**: Oak Street to Ninth Avenue District Exchange Act, Chapter 542, Statutes of 2004.

31. **"Exchange Agreement"**: The Oak Street to 9th Avenue District Boundary Line and Exchange Agreement.

32. **"Extended Construction Area"**: The area of Buyer's active demolition or construction beyond the boundary of the Three Parcels, to the Estuary Side, as defined by the footprint of any physical structure altered, demolished, removed, or constructed and the footprint of any area filled by Buyer. As soon as is reasonably possible, Buyer shall provide to Seller, at no cost to Seller, a survey of the Extended Construction Area.

33. **"Final Public Trust Parcels"** are shown solely for reference purposes on **Exhibit B** to the Exchange Agreement and Exhibit 1-B to the Purchase and Sale Agreement and described in **Exhibit D** to the Exchange Agreement and Exhibit 2-C to the Purchase and Sale Agreement.

34. **"Final Public Trust Parcels (Uplands)"**: Those portions of the Final Public Trust Parcels lying landward of the present ordinary high water mark and more particularly described in Exhibit D-1 to the Exchange Agreement.

35. **"Granted Lands"**: Tide and submerged lands, whether currently filled or unfilled, granted in trust by the State to the City through, *inter alia*, Chapter 107, Statutes of 1852; Chapter 654, Statutes of 1911; and Chapter 15, Statutes of 1960, all as amended.

36. **"Granted Lands Acts"**: Grants in trust by the State to the City through, *inter alia*, Chapter 107, Statutes of 1852; Chapter 654, Statutes of 1911; and Chapter 15, Statutes of 1960, all as amended.

37. **"Granted Lands Trust"**: The terms and conditions of Chapter 654, Statutes of 1911 and Chapter 15, Statutes of 1960 both as amended.

38. **"Hazardous Materials"**: Any: (a) substances which now or in the future are defined or regulated by Environmental Laws as "hazardous," "ultra-hazardous," "hazardous substances," "hazardous materials," "hazardous wastes," "reproductive toxins," "toxins," "toxic," "toxic substances," "contaminants," "contamination," "pollutants," "pollution," or are otherwise listed or regulated under any Environmental Laws; (b) petroleum products, crude oil (or any fraction thereof) and their derivatives; (c) explosives, asbestos, lead based paint, radioactive materials; and (d) air pollution, noxious fumes, vapors, soot, smoke, or other airborne contaminant.

39. **"Implementation and Liability Measures Trigger Date"**: The earliest to occur of: (a) commencement of implementation of the Approved Response Plan for any Development Phase; (b) a Material Physical Change; and (c) June 1, 2015.

40. **"Implementation Measures"**: Those measures to protect the State, the Commission, and Public Trust funds and to ensure completion of Remediation of Hazardous Materials at, on, or under the Remediation Area relating to each Construction Phase and pursuant to the Approved Response Plan as defined in Recital Q.4.b. of the Exchange Agreement.

41. **"Implementation Plans"**: Implementation plans specifying detailed procedures for Environmental Testing and Clean-Up of specific parcels, portions of parcels, development areas or phases of the Project.

42. **"Incidental Migration"**: Non-negligent activation, migration, mobilization, movement, relocation, settlement, stirring, passive migration, passive movement, and/or other incidental transport of Hazardous Materials existing prior to Close of Escrow, at, on, under, or from the Three Parcels, and Extended Construction Area, and/or the soil, sediment, submerged lands, open water, or groundwater along the Estuary Side of the Three Parcels.

43. **"Initial Release"**: Any new release of a Hazardous Material occurring or commencing after the Close of Escrow. The term Initial Release does not include Incidental Migration.

44. **"Laws"**: All present and future state, federal, and local laws (including case law), statutes, ordinances, regulations, policies and any other adopted or enacted requirements of Authorities.

45. **"Leases"**: The written agreements described in Section 1.1(f) of and scheduled on Exhibit 5 to the Purchase and Sale Agreement.

46. **"Liability Measures"**: Those measures to protect the State, the Commission, and Public Trust funds from increased responsibility or liability associated with Hazardous Materials at, on, or under the Remediation Area as defined in Recital Q, 4.a. of the Exchange Agreement.

47. **"Marina Ground Lease"**: Ground Lease Between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (Landlord) and Oakland Harbor Partners, LLC, a California limited liability company (Lessee) attached to the Purchase and Sale Agreement as Exhibit 17.

48. **"Material Physical Change"**: The performance of any demolition or construction by Buyer within the Three Parcels, except for

(a) non-material modifications to existing improvements (such as tenant improvements, repair and replacement) that do not disturb groundwater or materially disturb soil that (i) comply with all Environmental Laws; (ii) are approved, to the extent required, by DTSC or any other Agency having jurisdiction over said work; and (iii) comply with the Approved Response Plan,

(b) work that is required of the Seller or Buyer under the Leases that does not disturb soil or groundwater, and

(c) any other demolition and construction work that (i) is approved by Seller in writing, (ii) complies with all Environmental Laws, (iii) is approved, to the extent required, by DTSC or any other Agency having jurisdiction over said work, (iv) complies with the Approved Response Plan, and (v) is related to an existing or industrial use.

49. **"Minimum Remediation Costs"**: The Sixteen Million Dollars (\$16,000,000) in Actual Remediation Costs to develop, obtain approval for and implement the Approved Response Plan.

50. **"Note"**: The Promissory Note [Secured by Deed of Trust] required in Section 2.2 of the Purchase and Sale Agreement in the form attached as Exhibit 26 to the Purchase and Sale Agreement.

51. **"Oak Street to 9th Avenue Property"**: The Oak Street to 9th Avenue Property shown solely for reference purposes in Exhibit B to the Exchange Agreement and is described in Exhibit C thereto.

52. **"Oak to 9th Redevelopment Project"**: The development and construction of a mixed-use project within portions of the Oak Street to 9th Avenue Property.

53. **"Oak to Ninth District"**: Certain property in the City of Oakland, Alameda County, California, located between Oak Street and 9th Avenue, the Embarcadero and the Oakland Estuary.

54. **"Official Records"**: The Office of the Recorder of Alameda County.

54. **"OHP"**: Oakland Harbor Partners, LLC, a California limited liability company.

55. **"Open Space Lease"**: Open Space Ground Lease Between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (Landlord) and Oakland Harbor Partners, LLC, a California limited liability company (Lessee) attached to the Purchase and Sale Agreement as Exhibit 18.

56. **"Option Agreement"**: Amended And Restated Option To Purchase And Ground Lease Real Property, dated October 17, 2008 (as amended and restated).

57. **"Outside Closing Date"**: Unless otherwise extended pursuant to Section 3.2(b) of the Purchase and Sale Agreement, the earlier to occur of (i) June 1, 2010, or (ii) an earlier date that may be mutually agreed upon by the Port and OHP in their respective sole discretion.

58. **"PLL Insurance"**: Pollution legal liability insurance.

59. **"PLL Insurance Escrow Account"**: That account described in Section 7.2 of Exhibit 13 to the Purchase and Sale Agreement.

60. **"Port"**: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners.

61. **"Pre-Closing Release"**: Any new release of Hazardous Materials occurring or commencing at, on, under, or from the Three Parcels and/or the Extended Construction Area after the effective date of the Option Agreement and before the Close of Escrow. The term Pre-Closing Release does not include Incidental Migration.

62. **"Project"**: Development of and construction on the Property as described in Exhibit 12 to the Purchase and Sale Agreement.

63. **"Property"**: The property interests described in Section 1.1 of the Purchase and Sale Agreement.

64. **"Public Trust"**: The trust for purposes of commerce, navigation, and fisheries in which the State holds all right, title, and interest in tide and submerged lands within its boundaries received by virtue of its sovereignty.

65. **"Public Trust Easement"**: The Public Trust Easement (After-Acquired Lands) and the Public Trust Easement (Granted Lands).

66. **"Public Trust Easement (After Acquired Lands)"**: The reserved easement for commerce, navigation, fisheries, and other recognized Public Trust, Granted Lands Trust, or Exchange Act purposes to which the Public Trust Easement Street Parcels (After Acquired Lands) are subject.

67. **"Public Trust Easement (Granted Lands)"**: A reserved easement for commerce, navigation, fisheries, and other recognized Public Trust, Granted Lands Trust, or Exchange Act purposes to which the Public Trust Easement Street Parcels (Granted Lands) are subject..

68. **"Public Trust Improvements"**: The express conditions of development and construction of portions of the Oak to 9th Redevelopment Project required in order for OHP to obtain the benefit of the Entitlements, including improvement of the Final Public Trust Parcels (Uplands) and the Public Trust Easement Street Parcels.

69. **"Public Trust Easement Street Parcels"** are shown solely for reference purposes on **Exhibit B** to the Exchange Agreement and Exhibit 2-C to the Purchase and Sale Agreement and are described in **Exhibit F** to the Exchange Agreement and Exhibit 2-D to the Purchase and Sale Agreement.

70. **"Purchase and Sale Agreement"**: Agreement for Purchase and Sale and Ground Lease of Real Property and Escrow Instructions.

71. **"Remediation"**: Environmental Testing and Clean-Up pursuant to the Approved Response Plan and any Environmental Testing and Clean-Up required by any Agency in the Extended Construction Area.

72. **"Remediation Area"**: The Extended Construction Area, the Trust Termination Parcels, the Final Public Trust Parcels (Uplands), and the Public Trust Easement Street Parcels.

73. **"Restrictive Covenant"**: The Restrictive Covenant required by Section 7.4 of **Exhibit 13** to the Purchase and Sale Agreement, which Restrictive Covenant is in the form and substance of **Exhibit 13-3** thereto.

74. **"Secured Obligations"**: Those obligations set forth in the Deed of Trust and specifically defined therein as Secured Obligations.

75. **"Security Parcels"**: The Trust Termination Parcels and Public Trust Easement Street Parcels.

76. **"Slope Easement"**: The slope easement to build and maintain certain improvements along the shoreline of the Final Public Trust Parcels as provided in Exhibit 20 to the Purchase and Sale Agreement.

77. **"State"**: The State of California

78. **"Three Parcels"**: The Trust Termination Parcels, Final Public Trust Parcels (Uplands), and Public Trust Easement Street Parcels.

79. **"Transactional Documents"**: The Option, Purchase and Sale Agreement, Marina Lease, and Open Space Ground Lease.

80. **"Trust Exchange Parcel"**: Property that qualifies pursuant to Exchange Act for receipt into the Public Trust and the Granted Lands Trust in exchange for the termination of the Public Trust and the terms, conditions, and requirements of the Granted Lands Trust in the Trust Termination Parcels (Granted Lands) including the lands described in Exhibit H to the Exchange Agreement.

81. **"Trust Termination Parcels"**: The property shown solely for reference purposes on **Exhibit B** to the Exchange Agreement and Exhibit 2-A of the Purchase and Sale Agreement and described in **Exhibit E** of the Exchange Agreement and Exhibit 1-A of the Purchase and Sale Agreement.

82. **"Validation Action"**: An action pursuant to Code of Civil Procedure sections 760.010 through 764.080, inclusive, and Section 11 of the Exchange Act to obtain a judgment by a court of competent jurisdiction confirming the validity of the Exchange Agreement and its associated deeds and patents.

83. **"Work Plan"**: A written plan for the Environmental Testing of Hazardous Materials.

OAK STREET TO 9TH AVENUE PROPERTY

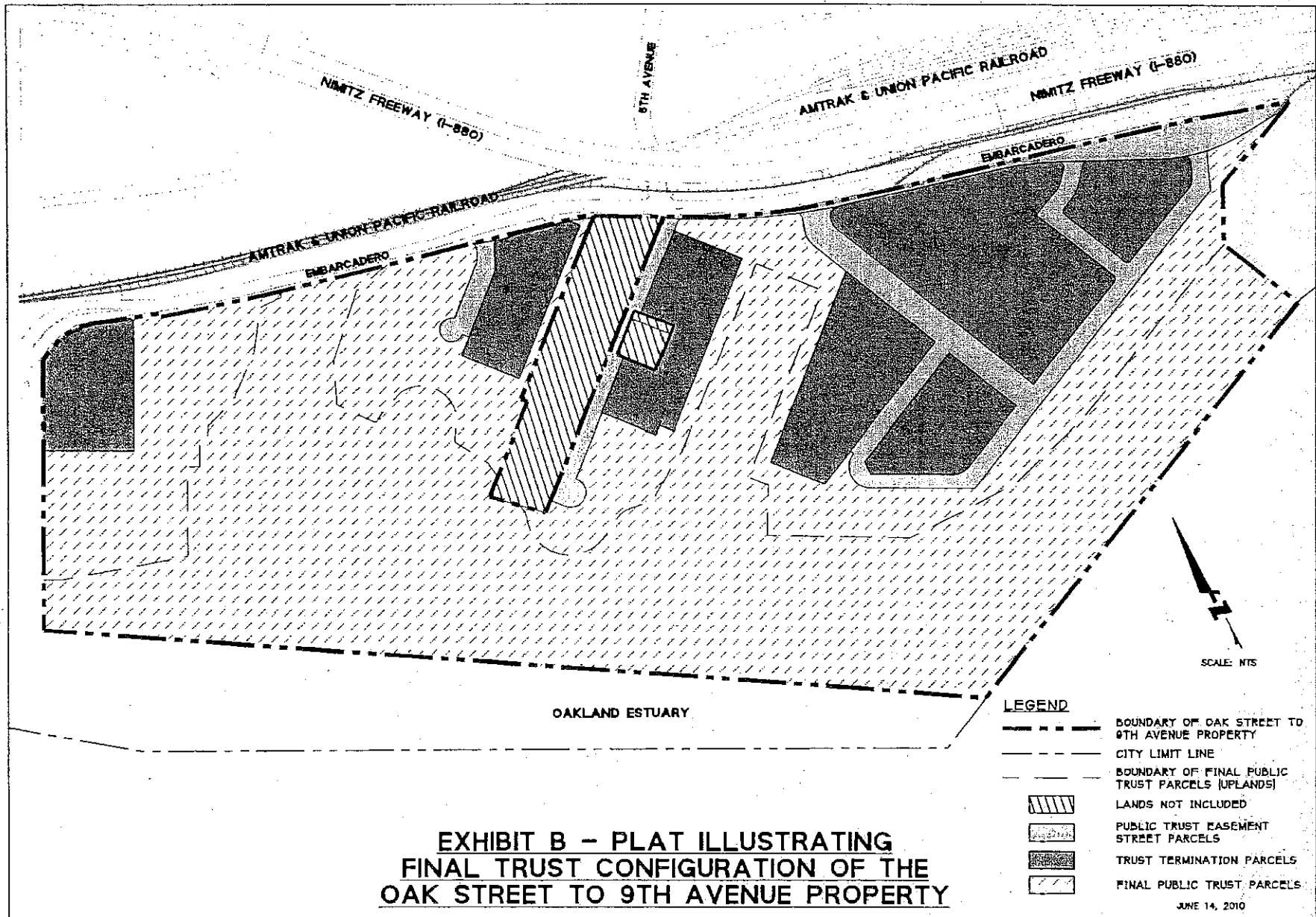


EXHIBIT C

Oak Street To 9th Avenue Property

That certain land lying in the City of Oakland, County of Alameda, whose perimeter description follows:

BEGINNING at the intersection of the northwesterly line of Homewood Suites Lease Boundary as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, a California limited liability company, recorded on January 2, 1997, as Document Number 97000487, Alameda County Recorder, and the southerly boundary of the Embarcadero; thence along the northwesterly boundary of said lease and the southwesterly prolongation thereof, South $65^{\circ}32'30''$ West, 365.14 feet; thence South $26^{\circ}30'11''$ West, 208.87 feet to a point on a line perpendicular to the southerly line of the Oakland city limits; thence southerly along said line, South $24^{\circ}28'12''$ East, 316.71 feet more or less to a point on the southerly line of the Oakland city limits; thence southwesterly along said city limits line to a point on the southeasterly prolongation of the easterly 1960 Grant Line, Chapter 15, Statutes of 1960; thence northwesterly along said southeasterly prolongation along said line, and along the northwesterly prolongation of said line, to a point on the southwesterly prolongation of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "Tract 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61; thence northeasterly along said southwesterly prolongation and said southeasterly line, to a point on the southerly line of the Embarcadero; thence easterly and southeasterly along the southerly line of the Embarcadero to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

All of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967, in Reel 2068 at image 141, Alameda County Records.

EXCEPTING THEREFROM:

All of the lands of Schultz, as said lands are described in that certain Grant Deed filed for record on December 13, 1979, as Document Number 79-252704, Alameda County Records.

The Bearing South $65^{\circ}21'44''$ East between the two found Monuments "SHIP", as said monument is shown on that certain Record of Survey No. 990 filed for record on July 19, 1994, in Book 18 of Survey at pages 50 through 60, inclusive in the Office of the Recorder of Alameda County and Monument "H130", as said monument and said monument "SHIP" are shown on that certain unrecorded Record of Survey, entitled "Monument and Plan lines of the Embarcadero between 5th and 19th Avenue, an undedicated Street within the Port Area of the City of Oakland, California", was taken as the basis of bearings for this description.

All bearings in this description are based upon the North American Datum of 1983, California Coordinate System of 1983 (CCS83), Zone III. All distances are ground distances, to obtain grid distances, multiply ground distances by 0.9999293.

**EXHIBIT D
LAND DESCRIPTION**

AD548

FINAL PUBLIC TRUST PARCELS

One parcel of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (T/X)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary and a portion of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the **TRUE POINT OF BEGINNING**;

thence South 76°31'20" East, 295.07 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears South 59°41'43" West;

thence along said curve having a radius of 30.00 feet, through a central angle of 56°28'55" and an arc length of 29.57 feet;

thence South 26°10'38" West, 35.39 feet;

thence South 49°10'19" West, 205.96 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 41°33'29" West;

thence along said curve having a radius of 40.00 feet, through a central angle of 262°23'10" and an arc length of 183.18 feet;

thence South 40°49'41" East, 23.30 feet;

thence South 49°10'19" West, 67.71 feet;

thence South 40°49'41" East, 208.00 feet;

thence North 49°10'19" East, 555.00 feet;

thence North 40°49'41" West, 39.73 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears South 15°57'47" West;

thence along said curve having a radius of 512.00 feet, through a central angle of 8°54'37" and an arc length of 79.62 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said northwesterly line, South 49°10'19" West, 655.33 feet;

thence continuing along last said northwesterly line, South 40°49'41" East, 23.60 feet;

thence continuing along last said northwesterly line, South 49°10'19" West, 343.45 feet to the most westerly corner of said lands of Silveira;

thence along the southerly line of said lands of Silveira, South 46°34'41" East, 195.25 feet to the most southerly corner of said lands;

thence along the southeasterly line said lands of Silveira, North 49°10'19" East, 44.02 feet;

thence leaving last said line, South 40°49'41" East, 53.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 51.00 feet, through a central angle of 180°00'00" and an arc length of 160.22 feet;

thence North 40°49'41" West, 1.00 feet;

thence North 49°10'19" East, 235.41 feet;

thence South 40°49'41" East, 196.00 feet;

thence North 49°10'19" East, 32.00 feet;

thence South 40°49'41" East, 50.00 feet;

thence North 49°10'19" East, 625.00 feet;

thence North 40°49'41" West, 248.00 feet;

thence North $49^{\circ}10'19''$ East, 32.66 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of $69^{\circ}05'43''$ and an arc length of 18.09 feet;

thence South $61^{\circ}43'58''$ East, 68.53 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 1,992.00 feet, through a central angle of $9^{\circ}12'42''$ and an arc length of 320.26 feet to a point of reverse curvature;

thence along said curve having a radius of 15.00 feet, through a central angle of $88^{\circ}43'49''$ and an arc length of 23.23 feet;

thence South $17^{\circ}47'09''$ West, 48.55 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 75.00 feet, through a central angle of $42^{\circ}14'39''$ and an arc length of 55.30 feet;

thence South $24^{\circ}27'30''$ East, 142.89 feet;

thence South $49^{\circ}10'19''$ West, 690.00 feet;

thence South $40^{\circ}49'41''$ East, 196.50 feet;

thence North $65^{\circ}32'30''$ East, 142.44 feet;

thence South $24^{\circ}27'30''$ East, 12.00 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South $24^{\circ}27'30''$ East;

thence along said curve having a radius of 73.00 feet, through a central angle of $128^{\circ}00'00''$ and an arc length of 163.08 feet;

thence South $62^{\circ}27'30''$ East, 351.97 feet;

thence North $65^{\circ}32'30''$ East, 1,284.52 feet;

thence North $21^{\circ}56'23''$ East, 127.14 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of $75^{\circ}08'56''$ and an arc length of 19.67 feet to a point of reverse curvature;

thence along said curve having a radius of 545.00 feet, through a central angle of 11°30'02" and an arc length of 109.39 feet;

thence North 85°35'17" East, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet to the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records;

thence along last said northwesterly line and the southwesterly prolongation thereof, South 65°32'30" West, 328.52 feet;

thence South 26°30'11" West, 208.87 feet to a point on a line perpendicular to the southerly line of the Oakland City limits;

thence southerly along last said line, South 24°28'12" East, 316.70 feet, more or less, to a point on the southerly line of the Oakland City limits;

thence southwesterly along said City Limits line, South 65°31'48" West, 1,699.31 feet, more or less, to a point on the southeasterly prolongation of the easterly 1960 Grant Line, Chapter 15, Statutes of 1960;

thence northwesterly along said southeasterly prolongation, along said line and along the northwesterly prolongation of said line, North 58°23'19" West, 3,166.58 feet, more or less, to a point on the southwesterly prolongation of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence northeasterly along last said southwesterly prolongation and along last said southeasterly line, North 27°24'49" East, 606.74 feet;

thence South 62°35'11" East, 301.35 feet;

thence North 27°24'49" East, 427.29 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 98°45'10" and an arc length of 25.85 feet;

thence South 71°20'21" East, 112.88 feet;

thence South 51°44'16" West, 14.03 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears North 16°36'09" East;

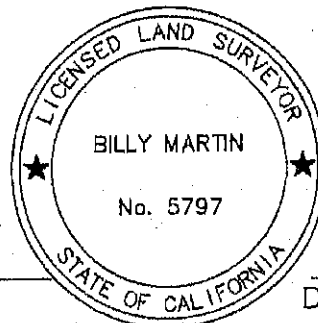
thence along said curve having a radius of 9,532.63 feet, through a central angle of 3°07'29" and an arc length of 519.88 feet;


thence South 76°31'20" East, 258.45 feet to the **TRUE POINT OF BEGINNING**, containing an area of 3,822,685 square feet or 87.76 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

NOTE: Although entitled "FINAL PUBLIC TRUST PARCELS" the description is of only one parcel.

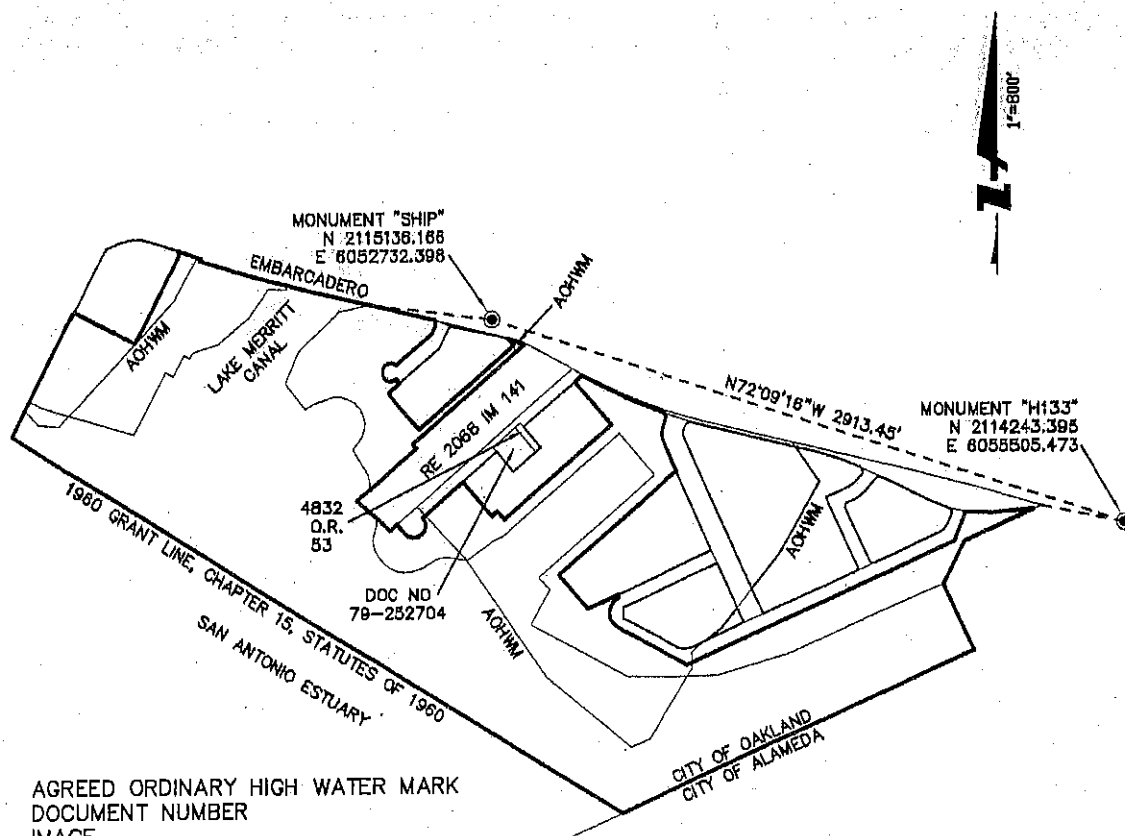
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797


Dated

END OF DESCRIPTION



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

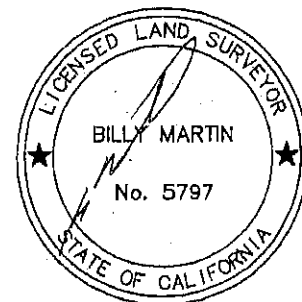
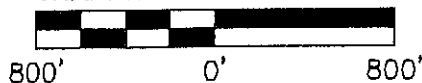
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004. IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT D PARCEL 1 (T/X)**

Job No. **20010261-14-01**

By **CRM** Date **6/08/10** Chkd. **RS**
SHEET **1** OF **1**

**EXHIBIT D-1
LAND DESCRIPTION**

AD548

FINAL PUBLIC TRUST PARCELS (UPLANDS)

Those certain parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (T/W)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary and a portion of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease Boundary, South 65°32'30" West, 36.61 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along said line and its southwesterly prolongation, South 65°32'30" West, 328.52 feet;

thence South 26°30'11" West, 208.87 feet;

thence South 67°12'12" West, 242.09 feet;

thence South 65°40'44" West, 503.12 feet;

thence South 73°29'06" West, 317.84 feet;

thence South 88°11'55" West, 188.99 feet;

thence North 89°38'27" West, 218.96 feet;

thence North 61°40'04" West, 481.14 feet;

thence North 28°43'59" East, 173.04 feet;

thence North 40°49'41" West, 71.80 feet;

thence North 49°10'19" East, 673.87 feet;

thence North 40°49'41" West, 240.00 feet;

thence South 49°10'19" West, 675.00 feet;

thence South 65°54'30" West, 28.68 feet;

thence South 62°29'58" West, 20.70 feet;

thence South 55°10'57" West, 146.59 feet;

thence North 80°40'53" West, 76.80 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 92.97 feet, through a central angle of 38°20'45" and an arc length of 62.22 feet;

thence South 60°58'22" West, 68.30 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 146.77 feet, through a central angle of 117°22'03" and an arc length of 300.65 feet;

thence North 12°51'29" East, 69.26 feet;

thence North 9°08'32" West, 32.90 feet to the southwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southwesterly line, South 46°34'41" East, 90.57 feet to the most southerly corner of said lands described in last said deed;

thence along the southeasterly line of last said lands, North 49°10'19" East, 44.02 feet;

thence South $40^{\circ}49'41''$ East, 53.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 51.00 feet, through a central angle of $180^{\circ}00'00''$ and an arc length of 160.22 feet;

thence North $40^{\circ}49'41''$ West, 1.00 feet;

thence North $49^{\circ}10'19''$ East, 235.41 feet;

thence South $40^{\circ}49'41''$ East, 196.00 feet;

thence North $49^{\circ}10'19''$ East, 32.00 feet;

thence South $40^{\circ}49'41''$ East, 50.00 feet;

thence North $49^{\circ}10'19''$ East, 625.00 feet;

thence North $40^{\circ}49'41''$ West, 248.00 feet;

thence North $49^{\circ}10'19''$ East, 32.66 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of $69^{\circ}05'43''$ and an arc length of 18.09 feet;

thence South $61^{\circ}43'58''$ East, 68.53 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 1,992.00 feet, through a central angle of $9^{\circ}12'42''$ and an arc length of 320.26 feet to a point of reverse curvature;

thence along said curve having a radius of 15.00 feet, through a central angle of $88^{\circ}43'49''$ and an arc length of 23.23 feet;

thence South $17^{\circ}47'09''$ West, 48.55 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 75.00 feet, through a central angle of $42^{\circ}14'39''$ and an arc length of 55.30 feet;

thence South $24^{\circ}27'30''$ East, 142.89 feet;

thence South $49^{\circ}10'19''$ West, 690.00 feet;

thence South $40^{\circ}49'41''$ East, 196.50 feet;

thence North 65°32'30" East, 142.44 feet;

thence South 24°27'30" East, 12.00 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 24°27'30" East;

thence along said curve having a radius of 73.00 feet, through a central angle of 128°00'00" and an arc length of 163.08 feet;

thence South 62°27'30" East, 351.97 feet;

thence North 65°32'30" East, 1,284.52 feet;

thence North 21°56'23" East, 127.14 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of 75°08'56" and an arc length of 19.67 feet to a point of reverse curvature;

thence along said curve having a radius of 545.00 feet, through a central angle of 11°30'02" and an arc length of 109.39 feet;

thence North 85°35'17" East, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet to the **TRUE POINT OF BEGINNING**, containing an area of 564,525 square feet or 12.96 acres, more or less.

Parcel 2 (T/Y)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary and a portion of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence North 76°31'20" West, 258.45 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 00°39'15" and an arc length of 108.84 feet to the **TRUE POINT OF BEGINNING**;

thence South 14°07'55" West, 18.98 feet;

thence North 88°42'49" West, 81.79 feet;

thence South 32°45'50" West, 50.04 feet;

thence South 35°54'12" West, 102.54 feet;

thence South 50°56'18" West, 176.73 feet;

thence South 72°16'27" West, 119.77 feet;

thence South 26°52'39" West, 28.71 feet;

thence North 62°36'54" West, 28.62 feet;

thence South 27°26'23" West, 102.54 feet;

thence North 62°34'50" West, 39.95 feet;

thence South 27°23'42" West, 304.64 feet;

thence North 73°21'04" West, 424.79 feet;

thence North 62°35'11" West, 62.33 feet to a point on the southwesterly prolongation of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence northeasterly along last said southwesterly prolongation and along last said southeasterly line, North 27°24'49" East, 435.62 feet;

thence South 62°35'11" East, 301.35 feet;

thence North 27°24'49" East, 427.29 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of $98^{\circ}45'10''$ and an arc length of 25.85 feet;

thence South $71^{\circ}20'21''$ East, 112.88 feet;

thence South $51^{\circ}44'16''$ West, 14.03 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears North $16^{\circ}36'09''$ East;

thence along said curve having a radius of 9,532.63 feet, through a central angle of $2^{\circ}28'14''$ and an arc length of 411.04 feet to the **TRUE POINT OF BEGINNING**, containing an area of 359,584 square feet or 8.25 acres, more or less.

Parcel 3 (T/Z)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary and a portion of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $82^{\circ}51'11''$ West, 544.09 feet to the **TRUE POINT OF BEGINNING**;

thence South $76^{\circ}31'20''$ East, 295.07 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears South $59^{\circ}41'43''$ West;

thence along said curve having a radius of 30.00 feet, through a central angle of $56^{\circ}28'55''$ and an arc length of 29.57 feet;

thence South $26^{\circ}10'38''$ West, 35.39 feet;

thence South $49^{\circ}10'19''$ West, 205.96 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South $41^{\circ}33'29''$ West;

thence along said curve having a radius of 40.00 feet, through a central angle of 262°23'10" and an arc length of 183.18 feet;

thence South 40°49'41" East, 23.30 feet;

thence South 49°10'19" West, 67.71 feet;

thence South 40°49'41" East, 208.00 feet;

thence North 49°10'19" East, 555.00 feet;

thence North 40°49'41" West, 39.73 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears South 15°57'47" West;

thence southeasterly along said curve having a radius of 512.00 feet, through a central angle of 08°54'37" and an arc length of 79.62 feet;

thence South 49°10'19" West, 655.33 feet;

thence South 40°49'41" East, 23.60 feet;

thence South 49°10'19" West, 268.67 feet;

thence North 9°08'32" West, 60.54 feet;

thence North 30°09'25" West, 129.33 feet;

thence North 34°14'40" East, 65.67 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears North 62°15'09" West;

thence along said curve having a radius of 119.81 feet, through a central angle of 124°39'57" and an arc length of 260.69 feet;

thence South 69°36'27" West, 91.23 feet;

thence South 59°44'47" West, 42.53 feet;

thence North 37°46'31" West, 142.15 feet;

thence North 22°49'03" East, 149.66 feet;

thence North 45°41'32" East, 191.87 feet;

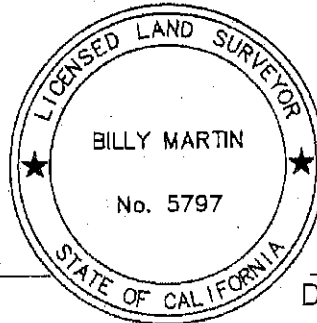
thence North 44°32'05" East, 54.58 feet;


thence North 76°51'25" East, 109.64 feet;

thence North 80°40'23" East, 26.50 feet to the **TRUE POINT OF BEGINNING**,
containing an area of 265,285 square feet or 6.09 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

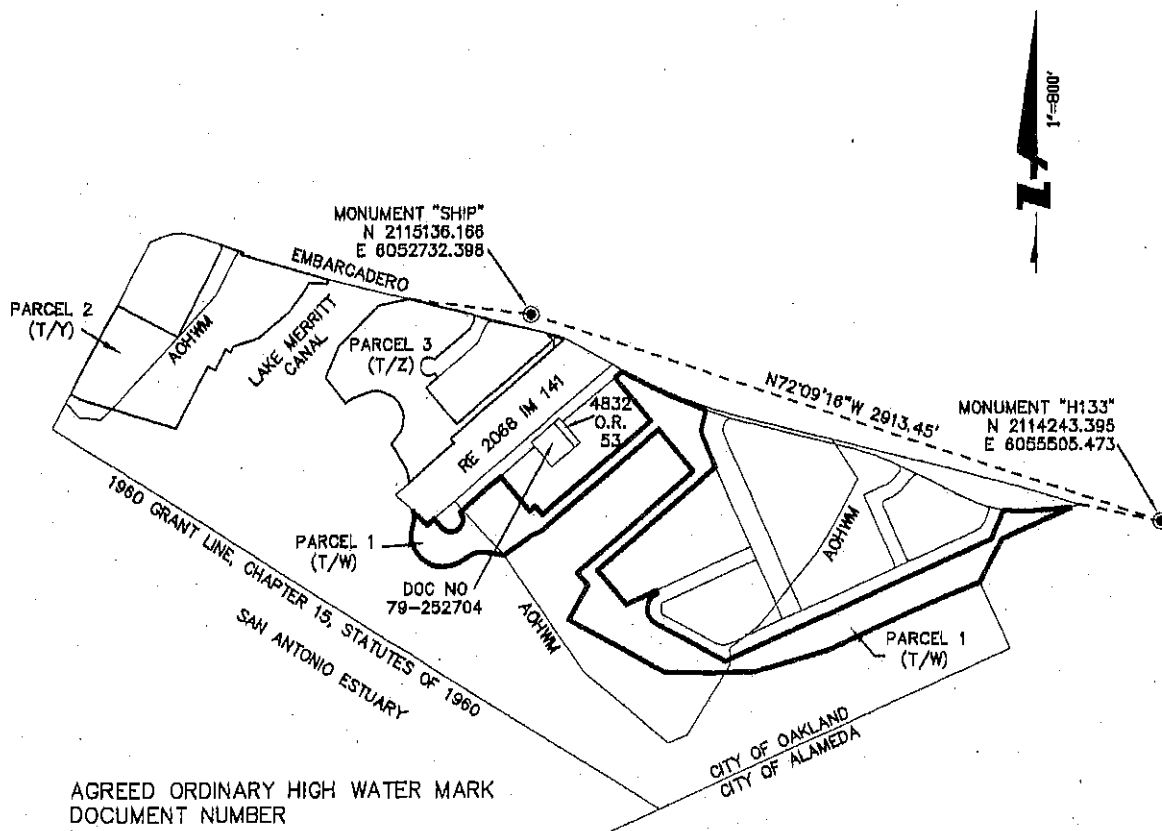
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

JUNE 16, 2010
Dated

• **END OF DESCRIPTION**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

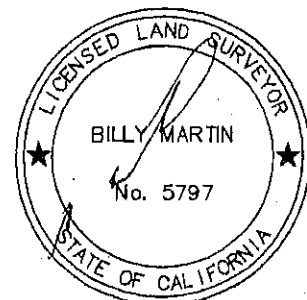
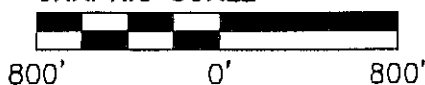
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



BKF

ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

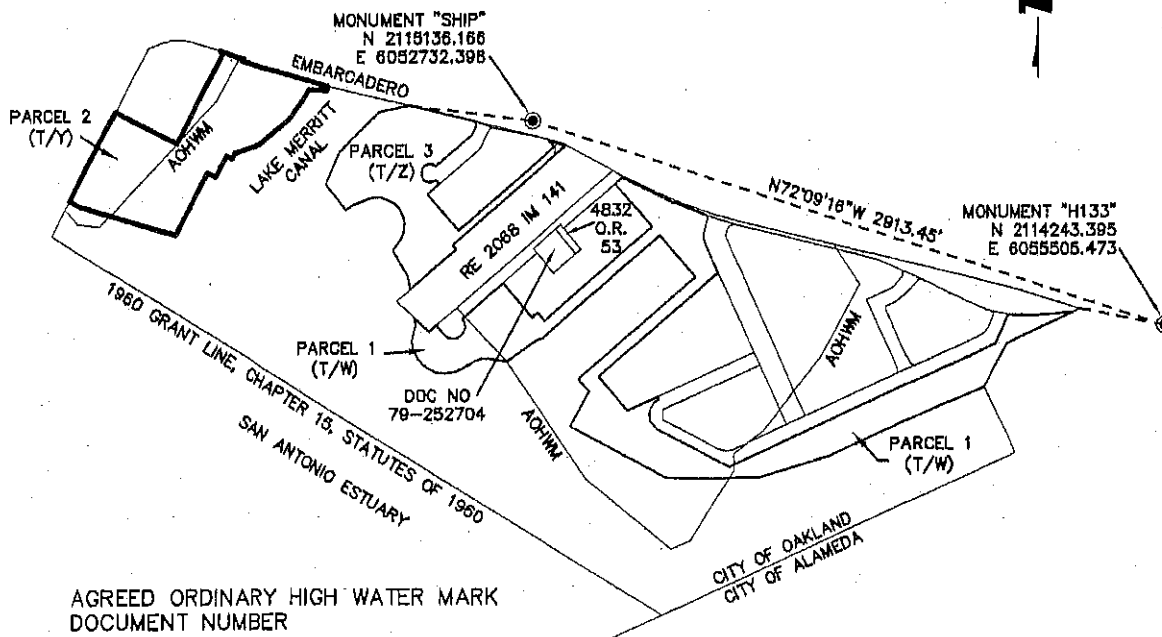
Subject **EXHIBIT D-1**

PARCEL 1 (T/W)

Job No. **20010261-14-01**

By **CRM** Date **6/08/10** Chkd. **RS**

SHEET **1** OF **1**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

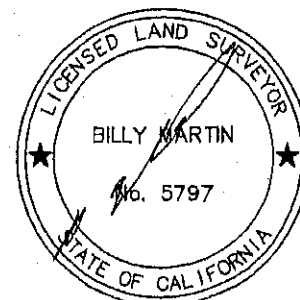
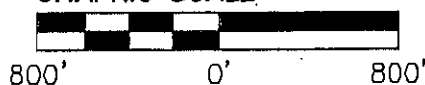
BASIS OF BEARINGS

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NOTE

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GRAPHIC SCALE



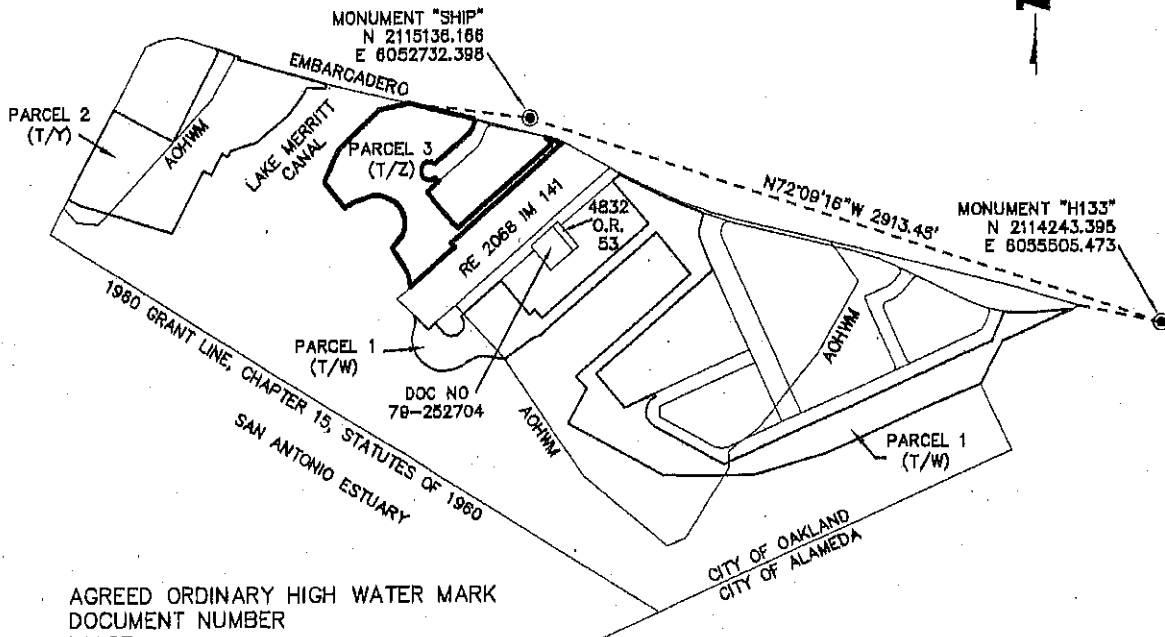
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT D-1**
PARCEL 2 (T/Y)

Job No. **20010261-14-01**

By **CRM** Date **6/08/10** Chkd. **RS**

SHEET **1** OF **1**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

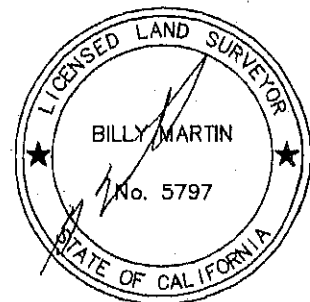
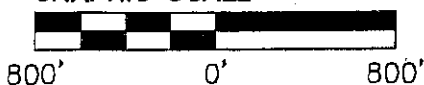
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

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GRAPHIC SCALE



BKF

ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT D-1**

PARCEL 3 (T/Z)

Job No. **20010261-14-01**

By **CRM** Date **6/08/10** Chkd. **RS**

SHEET **1** OF **1**

**EXHIBIT E
LAND DESCRIPTION**

AD 548

TRUST TERMINATION PARCELS

Nine parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (S/A)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 20°47'36" and an arc length of 197.79 feet to the **TRUE POINT OF BEGINNING**;

thence continuing westerly along said curve having a radius of 545.00 feet, through a central angle of 9°17'09", and an arc length of 88.33 feet;

thence North 64°19'58" West, 237.98 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 75°00'00" and an arc length of 23.56 feet;

thence South 40°40'02" West, 77.80 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 130.00 feet, through a central angle of 24°52'28" and an arc length of 56.44 feet;

thence South 65°32'30" West, 35.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

thence South 24°27'30" East, 256.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

thence North 65°32'30" East, 312.34 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of 43°36'07" and an arc length of 53.27 feet;

thence North 21°56'23" East, 50.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet to the **TRUE POINT OF BEGINNING**, containing an area of 100,517 square feet or 2.31 acres, more or less.

Parcel 2 (S/B2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 337.37 feet to the **TRUE POINT OF BEGINNING**;

thence North 64°19'58" West, 0.77 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence North 76°31'39" West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 34°33'22" East, 182.25 feet;

thence continuing along last said common line, South 28°56'38" West, 362.97 feet;

thence continuing along last said common line, South 38°26'38" West, 188.61 feet;

thence leaving last said common line, South 24°27'30" East, 120.28 feet;

thence North 65°32'30" East, 439.70 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

thence North 24°27'30" West, 331.00 feet;

thence North 65°32'30" East, 110.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of 24°52'28" and an arc length of 30.39 feet;

thence North 40°40'02" East, 52.07 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 105°00'00" and an arc length of 32.99 feet to the **TRUE POINT OF BEGINNING**, containing an area of 147,230 square feet or 3.38 acres, more or less.

Parcel 3 (S/D2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 20°47'36", and an arc length of 197.78 feet to a point of cusp with a curve to the right, from which point a radial line, from the curve to the radius point, bears South 16°22'53" West;

thence southeasterly along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet;

thence South 21°56'23" West, 50.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of 43°36'07" and an arc length of 53.27 feet;

thence South 65°32'30" West, 934.64 feet to the **TRUE POINT OF BEGINNING**;

thence South 65°32'30" West, 188.89 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 52°26'38" East, 87.42 feet;

thence continuing along last said common line, North 38°26'38" East, 116.54 feet;

thence leaving last said common line, South 24°27'30" East, 72.90 feet to the **TRUE POINT OF BEGINNING**, containing an area of 5,652 square feet or 0.13 acres, more or less.

Parcel 4 (S/M)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence South 76°31'20" East, 295.07 feet;

thence South 69°13'14" East, 84.02 feet to the **TRUE POINT OF BEGINNING**;

thence South 78°26'43" East, 210.60 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 512.00 feet, through a central angle of 4°24'30" and an arc length of 39.39 feet;

thence South 40°49'41" East, 39.73 feet;

thence South 49°10'19" West, 555.00 feet;

thence North 40°49'41" West, 208.00 feet;

thence North 49°10'19" East, 297.61 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 25.00 feet, through a central angle of 22°59'41" and an arc length of 10.03 feet;

thence North 26°10'38" East, 85.29 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of 75°22'39" and an arc length of 19.73 feet to the **TRUE POINT OF BEGINNING**, containing an area of 107,288 square feet or 2.46 acres, more or less.

Parcel 5 (P/B1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence North 76°31'39" West, 90.54 feet to the **TRUE POINT OF BEGINNING**, said point also being a point on the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 34°33'22" East, 182.25 feet;

thence continuing along last said common line, South 28°56'38" West, 362.97 feet;

thence continuing along last said common line, South 38°26'38" West, 188.61 feet;

thence leaving last said common line, North 24°27'30" West, 729.91 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of 28°14'39" and an arc length of 7.39 feet;

thence North 3°47'09" East, 20.39 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 35.00 feet, through a central angle of 101°12'29" and an arc length of 61.82 feet to a point of reverse curvature;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 1°31'17" and an arc length of 52.89 feet;

thence South 76°31'39" East, 407.69 feet to the **TRUE POINT OF BEGINNING**, containing an area of 224,208 square feet or 5.15 acres, more or less.

Parcel 6 (P/D1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 20°47'36" and an arc length of 197.79 feet to a point of cusp with a curve to the right, from which point a radial line, from the curve to the radius point, bears South 16°22'53" West;

thence southeasterly along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet;

thence South 21°56'23" West, 50.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of 43°36'07" and an arc length of 53.27 feet;

thence South 65°32'30" West, 1,123.54 feet to the **TRUE POINT OF BEGINNING**, said point also being a point on the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence leaving last said common line, South 65°32'30" West, 68.99 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of 52°00'00" and an arc length of 63.53 feet;

thence North 62°27'30" West, 277.54 feet;

thence North $1^{\circ}32'30''$ East, 44.94 feet;

thence North $65^{\circ}32'30''$ East, 464.21 feet;

thence South $24^{\circ}27'30''$ East, 213.10 feet to a point on the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South $38^{\circ}26'38''$ West, 116.54 feet;

thence continuing along last said common line, South $52^{\circ}26'38''$ West, 87.42 feet to the **TRUE POINT OF BEGINNING**, containing an area of 108,617 square feet or 2.49 acres, more or less.

Parcel 7 (P/H)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $78^{\circ}53'23''$ West, 366.53 feet;

thence South $65^{\circ}32'30''$ West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South $1^{\circ}06'18''$ East;

thence along said curve having a radius of 398.00 feet, through a central angle of $3^{\circ}18'25''$ and an arc length of 22.97 feet;

thence South $85^{\circ}35'17''$ West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of $20^{\circ}47'36''$ and an arc length of 197.79 feet to a point of cusp, with a curve to the right, from which point a radial line, from the curve to the radius point, bears South $16^{\circ}22'53''$ West;

thence southeasterly along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet;

thence South 21°56'23" West, 50.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of 43°36'07" and an arc length of 53.27 feet;

thence South 65°32'30" West, 934.64 feet;

thence North 24°27'30" West, 346.00 feet to the **TRUE POINT OF BEGINNING**;

thence South 65°32'30" West, 606.65 feet;

thence North 40°49'41" West, 196.50 feet;

thence North 49°10'19" East, 690.00 feet;

thence South 24°27'30" East, 383.00 feet to the **TRUE POINT OF BEGINNING**, containing an area of 183,968 square feet or 4.22 acres, more or less.

Parcel 8 (P/K)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence South 76°31'20" East, 683.45 feet;

thence South 61°43'52" East, 262.27 feet;

thence South 55°12'41" East, 61.58 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 28°16'02" West;

thence along said curve having a radius of 15.00 feet, through a central angle of 69°05'43" and an arc length of 18.09 feet;

thence South 49°10'19" West, 32.66 feet to the **TRUE POINT OF BEGINNING**;

thence South 40°49'41" East, 248.00 feet;

thence South 49°10'19" West, 625.00 feet;

thence North 40°49'41" West, 50.00 feet;

thence South 49°10'19" West, 32.00 feet;

thence North 40°49'41" West, 198.00 feet;

thence North 49°10'19" East, 200.00 feet to the southwesterly line of the land described in that certain Grant Deed recorded on December 13, 1979 as Document Number 79-252704, Official Records Alameda County;

thence along last said southwesterly line, South 40°49'41" East 116.56 feet, to the most southerly corner of said land described in said Document Number 79-252704;

thence along the southeasterly line of said land described in said Document Number 79-252704 and the southeasterly line of the parcel described as "(B)" in the Quitclaim Deed to Fred H. Slater and Virginia Slater, recorded on January 18, 1946 in Book 4832 of Official Records at page 53, Alameda County Records, North 49°10'19" East 160.00 feet to the most easterly corner of said parcel "(B)";

thence along the northeasterly line of said parcel "(B)", North 40°49'41" West, 116.56 feet;

thence North 49°10'19" East, 297.00 feet to the **TRUE POINT OF BEGINNING**, containing an area of 142,687 square feet or 3.28 acres, more or less.

Parcel 9 (P/N)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $82^{\circ}51'11''$ West, 544.09 feet;

thence North $76^{\circ}31'20''$ West, 258.45 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 9,532.63 feet, through a central angle of $3^{\circ}07'29''$ and an arc length of 519.88 feet;

thence North $51^{\circ}44'16''$ East, 14.03 feet;

thence North $71^{\circ}20'21''$ West, 112.88 feet to the **TRUE POINT OF BEGINNING**;

thence North $71^{\circ}20'21''$ West, 122.15 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 200.00 feet, through a central angle of $42^{\circ}30'25''$ and an arc length of 148.38 feet;

thence South $66^{\circ}09'14''$ West, 60.37 feet to the northeasterly projection of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence along said northeasterly projection and said line, South $27^{\circ}24'49''$ West, 303.93 feet;


thence South $62^{\circ}35'11''$ East, 301.35 feet;

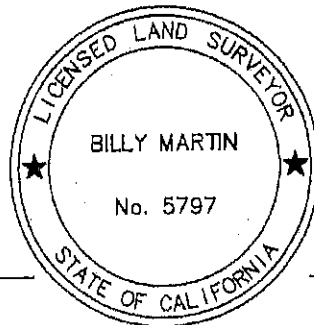
thence North $27^{\circ}24'49''$ East, 427.29 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 98°45'10" and an arc length of 25.85 feet to the **TRUE POINT OF BEGINNING**, containing an area of 122,169 square feet or 2.80 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

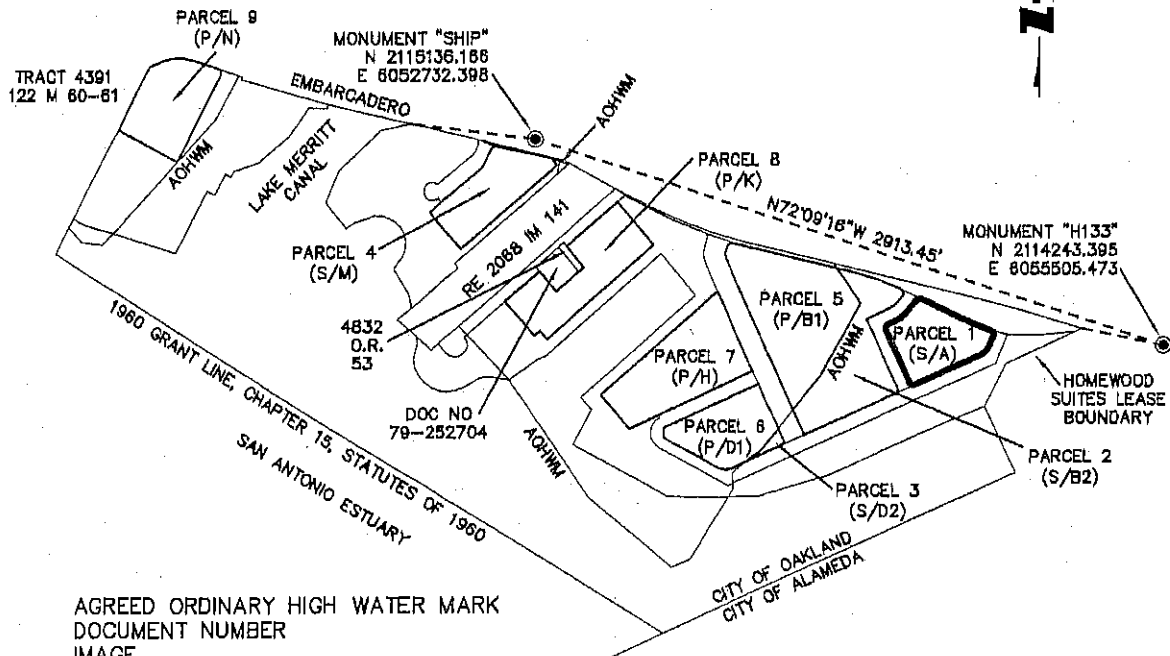
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Billy Martin, P.L.S. 5797



JUNE 16, 2010
Dated

END OF DESCRIPTION



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

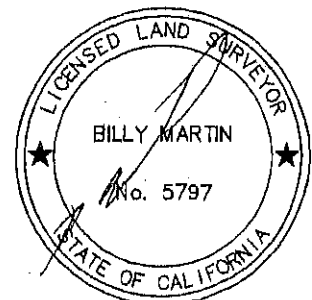
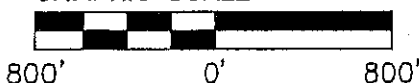
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



BKF

ENGINEERS / SURVEYORS / PLANNERS

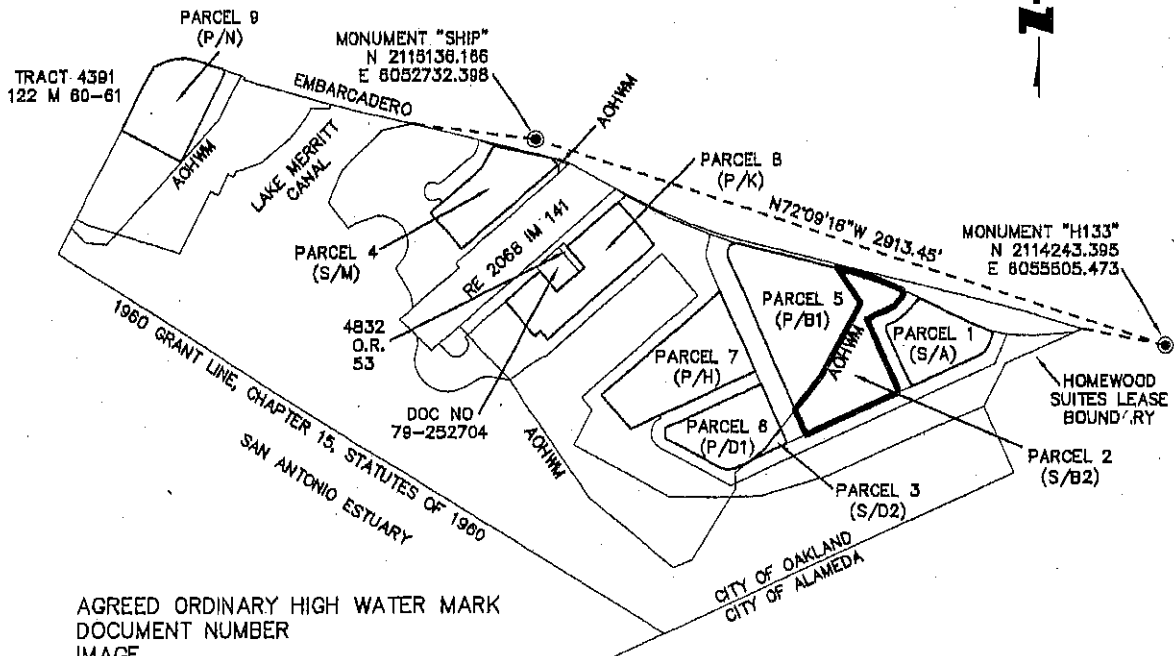
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT E PARCEL 1 (S/A)**

Job No. **20010261-14-01**

By **CRM** Date **6/08/10** Chkd. **RS**

SHEET **1** OF **1**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

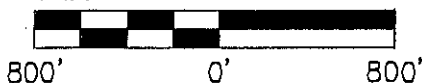
BASIS OF BEARINGS

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NOTE

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GRAPHIC SCALE



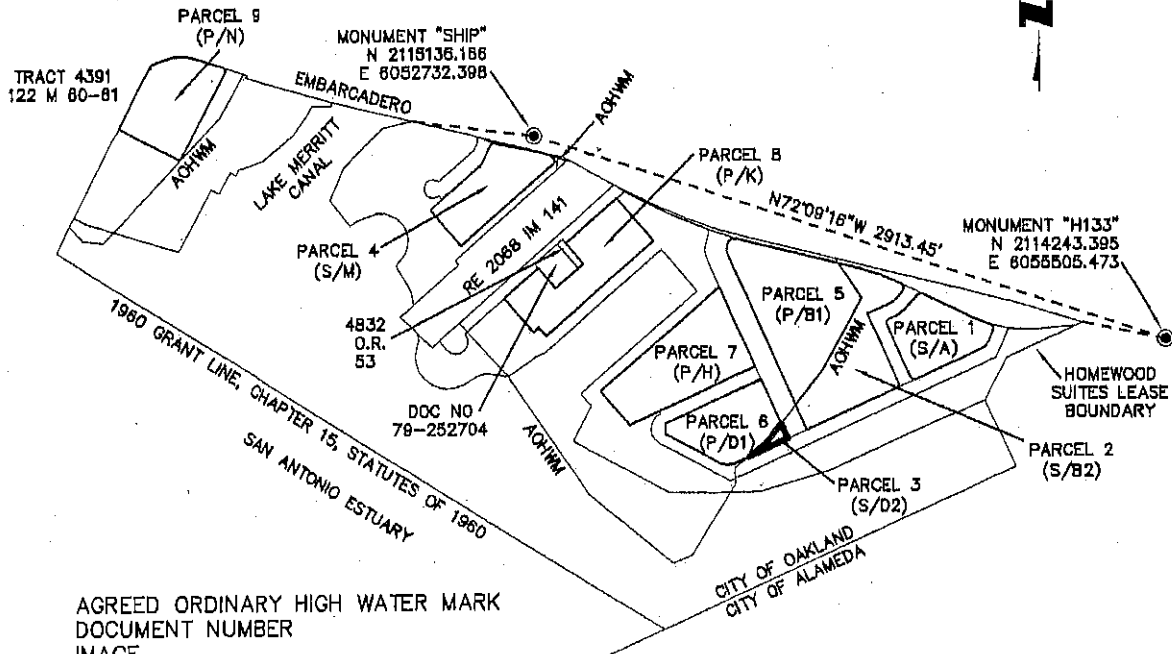
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject EXHIBIT E PARCEL 2 (S/B2)

Job No. 20010261-14-01

By CRM Date 6/08/10 Chkd. RS

SHEET 1 OF 1



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

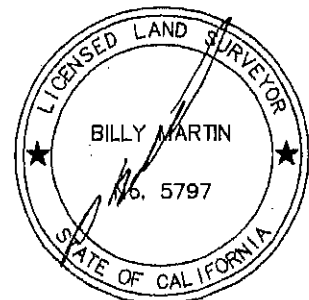
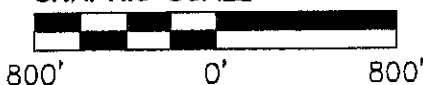
BASIS OF BEARINGS

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GRAPHIC SCALE



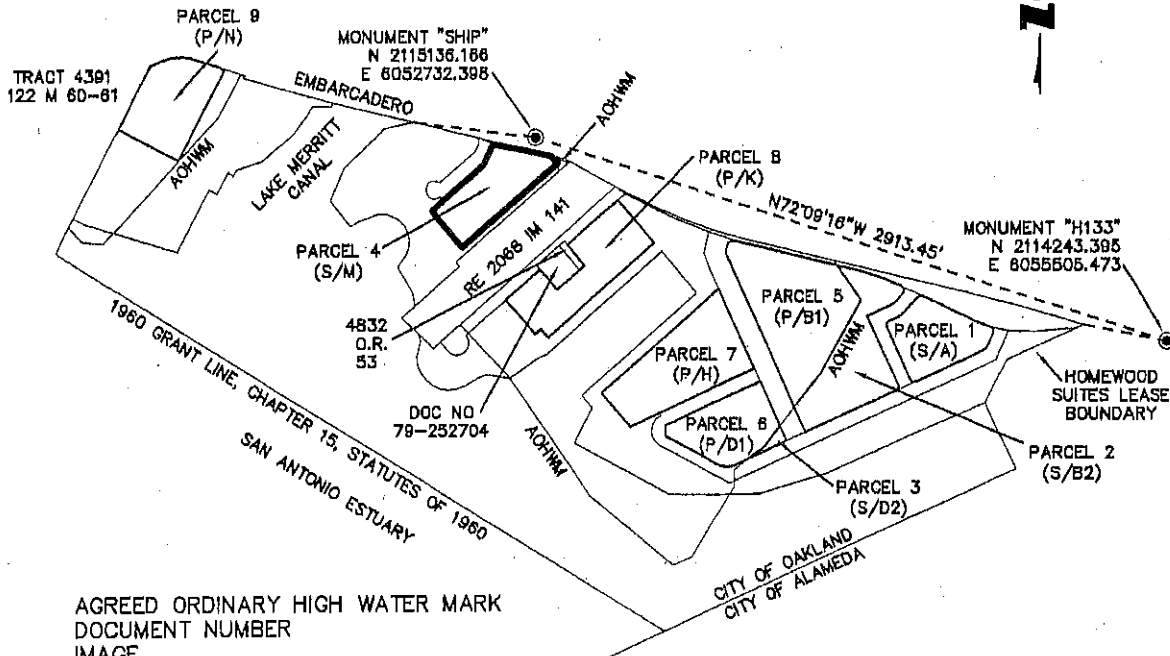
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT E PARCEL 3 (S/D2)**

Job No. **20010261-14-01**

By **CRM** Date **6/08/10** Chkd. **RS**

SHEET **1** OF **1**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

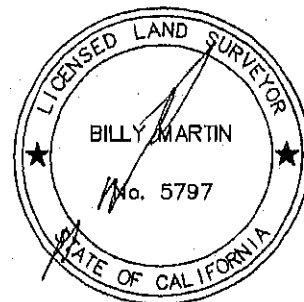
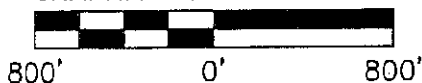
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GRAPHIC SCALE



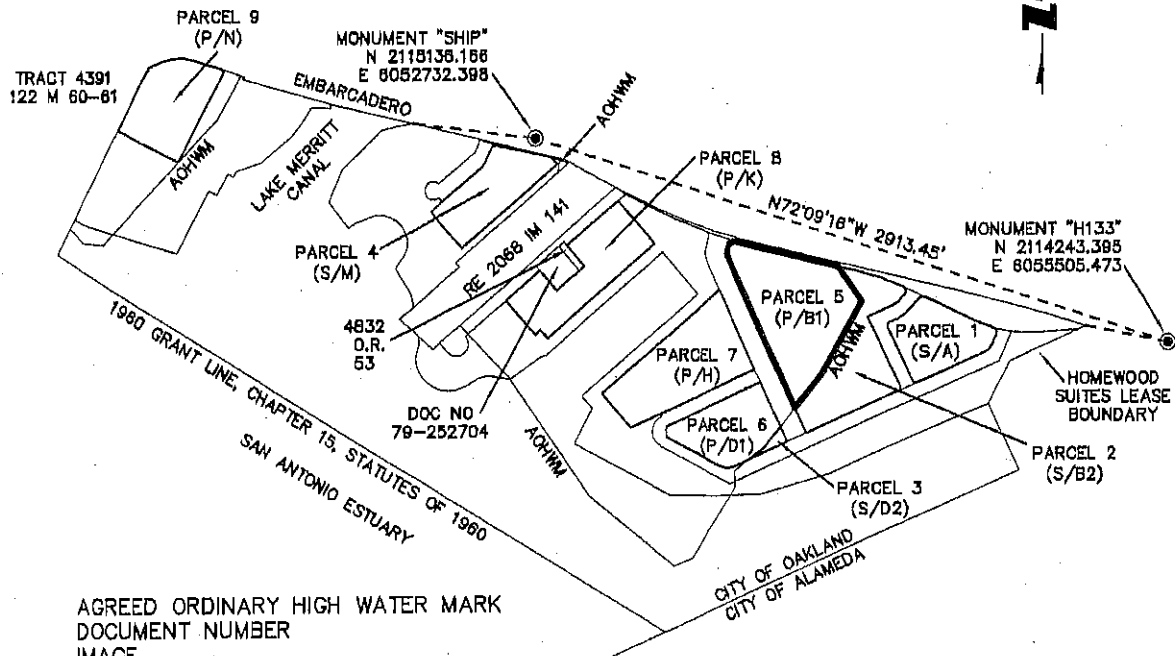
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT E PARCEL 4 (S/M)**

Job No. **20010261-14-01**

By **CRM** Date **6/08/10** Chkd. **RS**

SHEET **1** OF **1**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

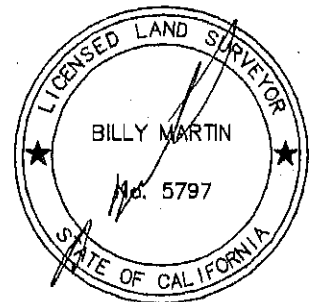
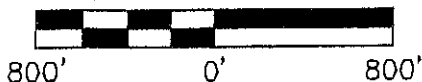
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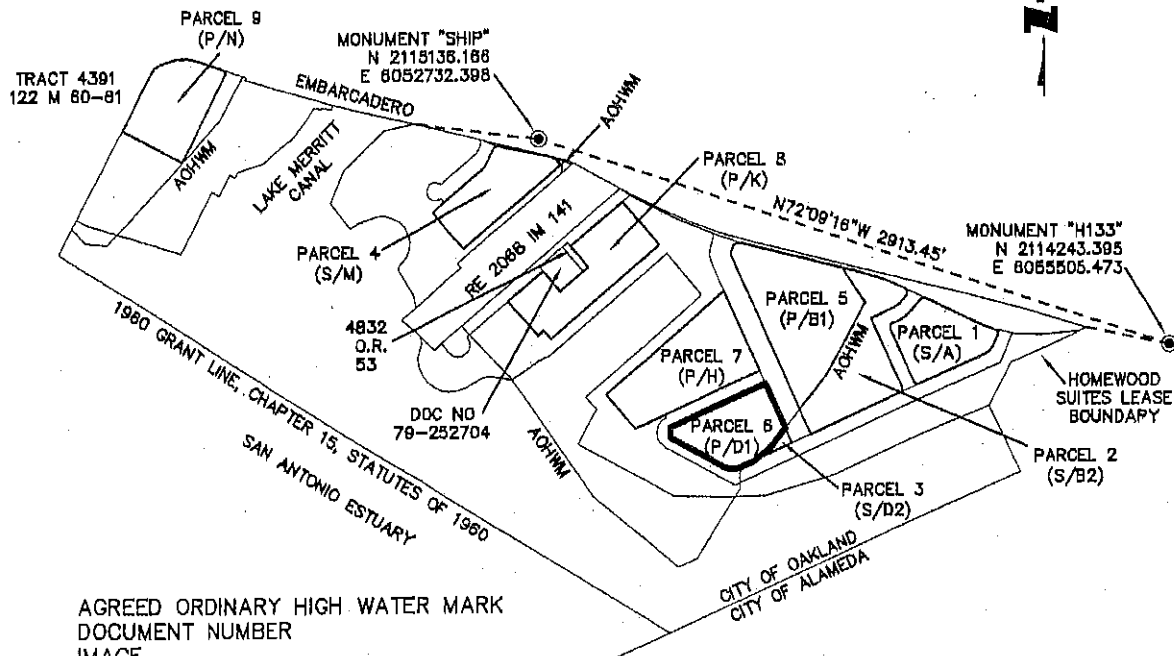
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT E PARCEL 5 (P/B1)**

Job No. **20010261-14-01**

By **CRM** Date **6/08/10** Chkd. **RS**

SHEET **1** OF **1**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

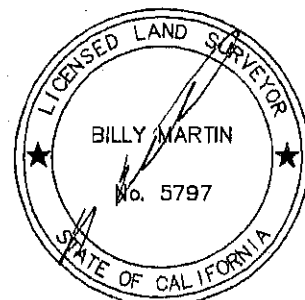
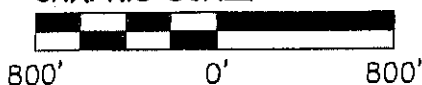
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GRAPHIC SCALE



BKF

ENGINEERS / SURVEYORS / PLANNERS

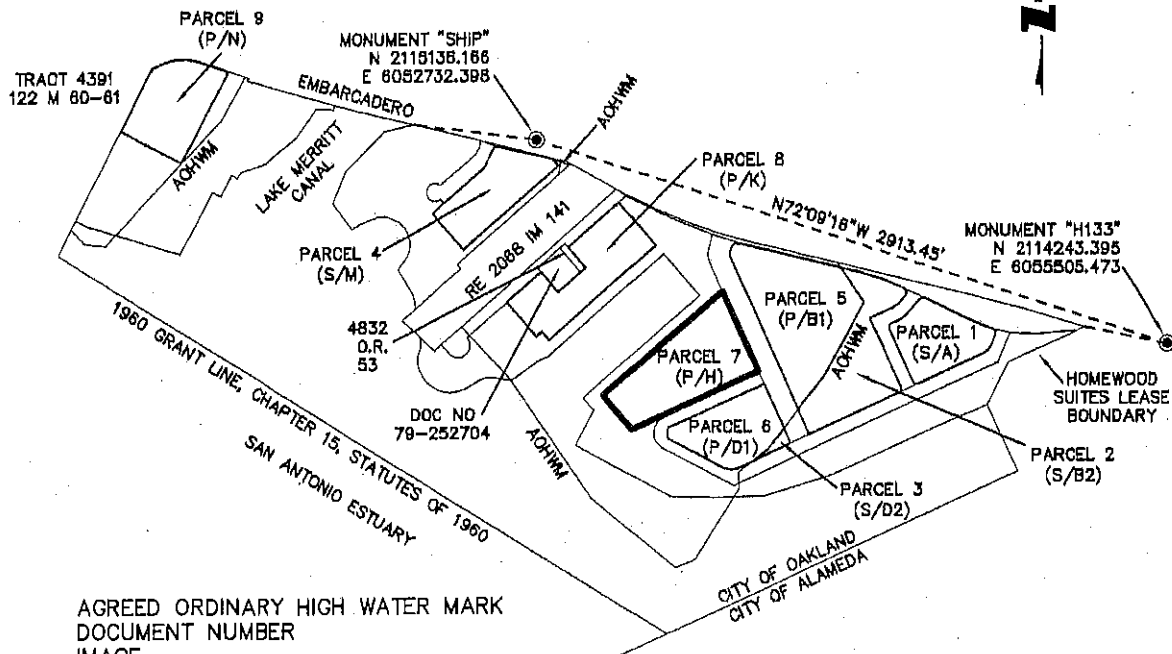
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT E PARCEL 6 (P/D1)**

Job No. **20010261-14-01**

By **CRM** Date **6/08/10** Chkd. **RS**

SHEET **1** OF **1**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

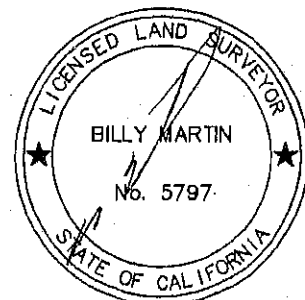
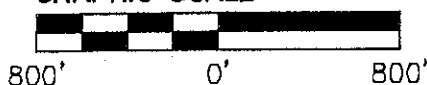
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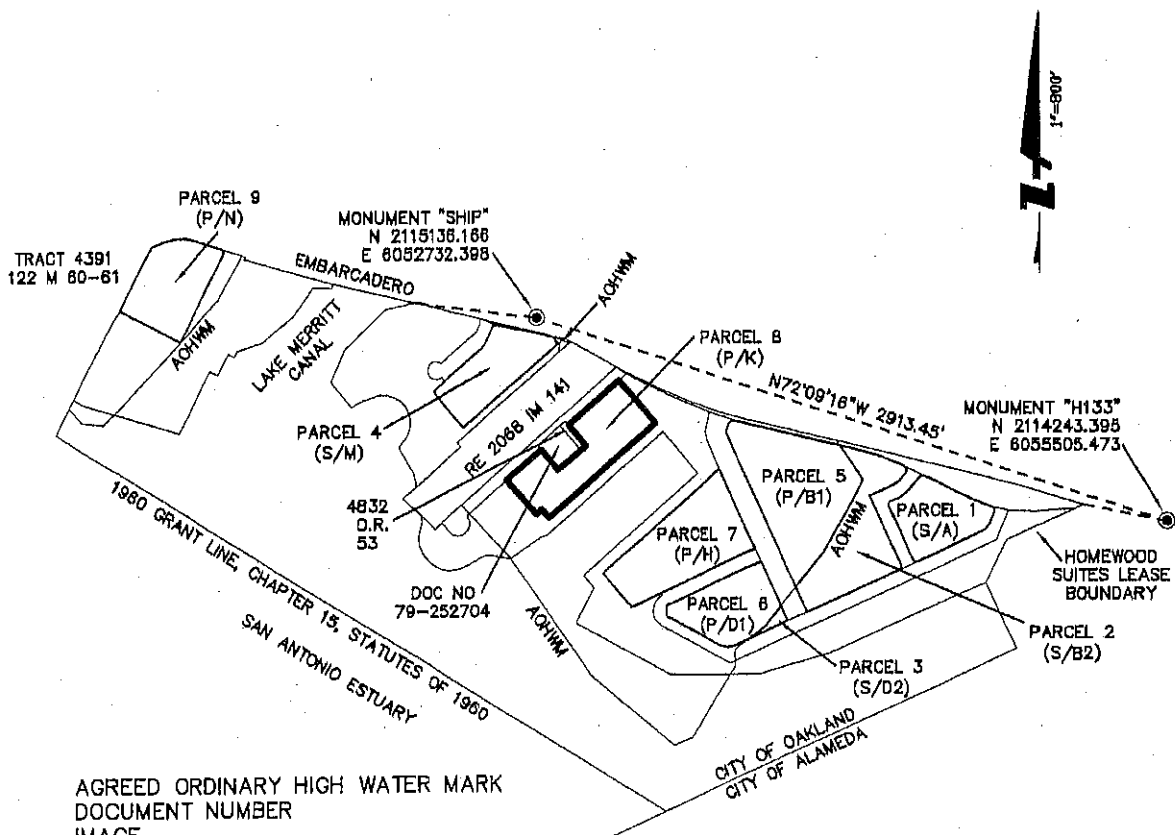
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT E PARCEL 7 (P/H)**

Job No. **20010261-14-01**

By **CRM** Date **6/08/10** Chkd. **RS**

SHEET **1** OF **1**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

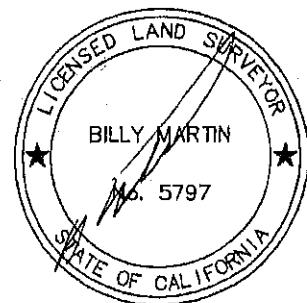
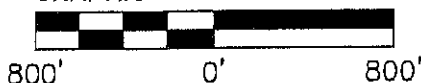
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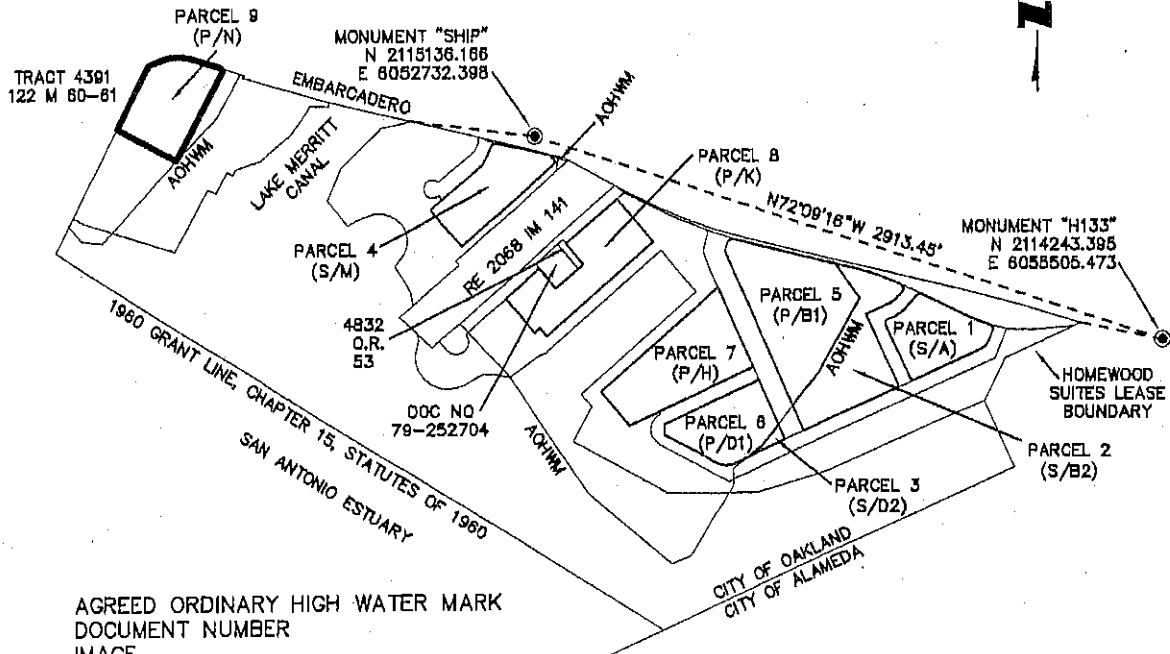
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT E PARCEL B (P/K)**

Job No. **20010261-14-01**

By **CRM** Date **6/8/10** Chkd. **RS**

SHEET **1** OF **1**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

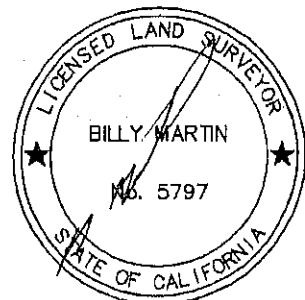
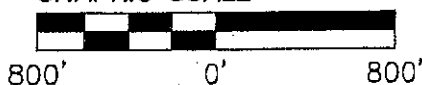
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GRAPHIC SCALE



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT E PARCEL 9 (P/N)**

Job No. **20010261-14-01**

By **CRM** Date **6/08/10** Chkd. **RS**

SHEET **1** OF **1**

**EXHIBIT F
LAND DESCRIPTION**

AD 548

PUBLIC TRUST EASEMENT STREET PARCELS

Nine parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (T/R2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey, said intersection being the **TRUE POINT OF BEGINNING**;

thence along last said northwesterly line of Homewood Suites Lease Boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence North 76°31'39" West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 34°33'22" West, 25.91 feet to the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said southerly line, South 76°29'52" East, 566.34 feet to the beginning of a tangent curve to the right;

thence continuing along last said southerly line, along said curve having a radius of 7,326.00 feet, through a central angle of 4°20'54" and an arc length of 555.99 feet to the **TRUE POINT OF BEGINNING**, containing an area of 72,657 square feet or 1.67 acres, more or less.

Parcel 2 (T/T2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease Boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the

Parcel 2 (T/T2) (continued)

left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 11°30'02" and an arc length of 109.39 feet to the **TRUE POINT OF BEGINNING**, said point also being a point of reverse curvature;

thence along said curve having a radius of 15.00 feet, through a central angle of 75°08'56" and an arc length 19.67 feet;

thence South 21°56'23" West, 127.14 feet;

thence South 65°32'30" West, 1,261.28 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 2°48'22" West, 47.04 feet;

thence continuing along last said common line, North 52°26'38" East, 77.57 feet;

thence North 65°32'30" East, 188.89 feet;

thence North 24°27'30" West, 72.90 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 38°26'38" East, 104.02 feet;

thence South 24°27'30" East, 120.28 feet;

thence North 65°32'30" East, 439.70 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

Parcel 2 (T/T2) (continued)

thence North 24°27'30" West, 331.00 feet;

thence North 65°32'30" East, 110.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of 24°52'28" and an arc length of 30.39 feet;

thence North 40°40'02" East, 52.07 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 105°00'00" and an arc length of 32.99 feet to a point of cusp;

thence South 64°19'58" East, 99.39 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears South 25°40'02" West;

thence westerly along said curve having a radius of 18.00 feet, through a central angle of 75°00'00" and an arc length of 23.56 feet;

thence South 40°40'02" West, 77.80 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 130.00 feet, through a central angle of 24°52'28" and an arc length of 56.44 feet;

thence South 65°32'30" West, 35.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

thence South 24°27'30" East, 256.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

thence North 65°32'30" East, 312.34 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of 43°36'07" and an arc length of 53.27 feet;

Parcel 2 (T/T2) (continued)

thence North 21°56'23" East, 50.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears North 16°22'53" East;

thence easterly along said curve having a radius of 545.00 feet, through a central angle of 9°17'34" and an arc length of 88.39 feet to the **TRUE POINT OF BEGINNING**, containing an area of 122,907 square feet or 2.82 acres, more or less.

Parcel 3 (T/U2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, along said line, South 76°31'20" East, 683.45 feet;

thence continuing along said southerly line, South 61°43'52" East, 262.27 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southeasterly line, South 49°10'19" West, 911.59 to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and being the **TRUE POINT OF BEGINNING**;

thence along last said common line, South 43°18'22" East, 52.05 feet;

thence South 49°10'19" West, 14.45 feet;

thence South 40°49'41" East, 1.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 51.00 feet, through a central angle of 180°00'00" and an arc length of 160.22 feet;

thence North 40°49'41" West, 53.00 to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southeasterly line, North 49°10'19" East, 114.19 feet to the **TRUE POINT OF BEGINNING**, containing an area of 10,184 square feet or 0.23 acres, more or less.

Parcel 4 (T/V)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation of the southerly line of said Embarcadero, South 76°31'20" East, 295.07 feet to the **TRUE POINT OF BEGINNING**;

thence South 69°13'14" East, 84.02 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears South 11°33'17" West;

thence southwesterly along said curve having a radius of 15.00 feet, through a

central angle of 75°22'39" and an arc length of 19.73 feet;

thence South 26°10'38" West, 85.29 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 25.00 feet, through a central angle of 22°59'41" and an arc length of 10.03 feet;

thence South 49°10'19" West, 229.90 feet;

thence North 40°49'41" West, 23.30 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears North 40°49'41" West;

thence along said curve having a radius of 40.00 feet, through a central angle of 262°23'10" and an arc length of 183.18 feet;

thence North 49°10'19" East, 205.96 feet;

thence North 26°10'38" East, 35.39 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 30.00 feet, through a central angle of 56°28'55" and an arc length of 29.57 feet to the **TRUE POINT OF BEGINNING**, containing an area of 25,068 square feet or 0.58 acres, more or less.

Parcel 5 (T/S1)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation of the southerly line of said Embarcadero, South 76°31'20" East, 295.07 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along last said northwesterly prolongation and along said southerly line of the Embarcadero, South 76°31'20" East, 373.23 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 12°41'38" West, 7.13 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 20°28'09" West;

thence northwesterly along said curve having a radius of 512.00 feet, through a central angle of 8°54'52" and an arc length of 79.66 feet;

thence North 78°26'43" West, 210.60 feet;

thence North 69°13'14" West, 84.02 feet to the **TRUE POINT OF BEGINNING**, containing an area of 2,293 square feet or 0.05 acres, more or less.

Parcel 6 (P/R1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the

left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence North 76°31'39" West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and the **TRUE POINT OF BEGINNING**;

thence North 76°31'39" West, 407.69 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 14°47'41" and an arc length of 514.37 feet;

thence North 61°43'58" West, 68.53 feet;

thence North 55°12'41" West, 61.58 feet to the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said southerly line, South 61°43'52" East, 63.81 feet to the beginning of a tangent curve to the left;

thence continuing along last said southerly line, along said curve having a radius of 2,174.00 feet, through a central angle of 14°46'00" and an arc length of 560.30 feet;

thence continuing along last said southerly line, South 76°29'52" East, 404.95 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court

thence along last said common line, South 34°33'22" East, 25.91 feet to the **TRUE POINT OF BEGINNING**, containing an area of 14,716 square feet or 0.34 acres, more or less.

Parcel 7 (P/T1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

Parcel 7 (P/T1) (continued)

thence North 76°31'39" West, 498.23 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 1°31'17" and an arc length of 52.89 feet to the **TRUE POINT OF BEGINNING**, said point also being a point of reverse curvature;

thence along said curve having a radius of 35.00 feet, through a central angle of 101°12'29" and an arc length 61.82 feet;

thence South 3°47'09" West, 20.39 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 28°14'39" and an arc length of 7.39 feet;

thence South 24°27'30" East, 729.91 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 38°26'38" West, 104.02 feet;

thence North 24°27'30" West, 213.10 feet;

thence South 65°32'30" West, 464.21 feet;

thence South 1°32'30" West, 44.94 feet;

thence South 62°27'30" East, 277.54 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of 52°00'00" and an arc length of 63.53 feet;

thence North 65°32'30" East, 68.99 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 52°26'38" West, 77.57 feet;

thence continuing along last said common line, South 2°48'22" East, 47.04 feet;

Parcel 7 (P/T1) (continued)

thence South 65°32'30" West, 23.24 feet;

thence North 62°27'30" West, 351.97 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 73.00 feet, through a central angle of 128°00'00" and an arc length of 163.08 feet;

thence North 24°27'30" West, 12.00 feet;

thence North 65°32'30" East, 464.21 feet;

thence North 24°27'30" West, 525.89 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 75.00 feet, through a central angle of 42°14'39" and an arc length of 55.30 feet;

thence North 17°47'09" East, 48.55 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 88°43'49" and an arc length of 23.23 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears North 19°03'20" East;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 4°03'42" and an arc length of 141.21 feet to the **TRUE POINT OF BEGINNING**, containing an area of 132,026 square feet or 3.03 acres, more or less.

Parcel 8 (P/U1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S

No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $82^{\circ}51'11''$ West, 544.09 feet to a point on the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly prolongation, along said line, South $76^{\circ}31'20''$ East, 683.45 feet;

thence continuing along last said southerly line, South $61^{\circ}43'52''$ East, 262.27 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records, and the **TRUE POINT OF BEGINNING**;

thence South $55^{\circ}12'41''$ East, 61.58 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears South $28^{\circ}16'02''$ West;

thence along said curve having a radius of 15.00 feet, through a central angle of $69^{\circ}05'43''$ and an arc length of 18.09 feet;

thence South $49^{\circ}10'19''$ West, 329.66 feet to the northeasterly line of the parcel described as "(B)" in the Quitclaim Deed to Fred H. Slater and Virginia Slater, recorded on January 18, 1946 in Book 4832 of Official Records at page 53, Alameda County Records;

thence along last said northeasterly line, North $40^{\circ}49'41''$ West, 23.44 feet to the most northerly corner of said parcel "(B)";

thence along the northwesterly line of said parcel "(B)" and along the northwesterly line of the land described in that certain Grant Deed recorded on December 13, 1979 as Document Number 79-252704, Official Records Alameda County, South $49^{\circ}10'19''$ West, 160.00 feet to the most westerly corner of said land described in said Document Number 79-252704;

thence along the southwesterly line of said land described in said Document Number 79-252704, South $40^{\circ}49'41''$ East, 23.44 feet;

thence South $49^{\circ}10'19''$ West, 200.00 feet;

thence South $40^{\circ}49'41''$ East, 2.00 feet;

thence South $49^{\circ}10'19''$ West, 220.97 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by

the U.S. District Court;

thence along last said common line, North 43°18'22" West, 52.05 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southeasterly line, North 49°10'19" East, 911.59 feet to the **TRUE POINT OF BEGINNING**, containing an area of 42,563 square feet or 0.98 acres, more or less.

Parcel 9 (P/S2)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to a point on the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly prolongation, along said line, South 76°31'20" East, 668.30 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court and the **TRUE POINT OF BEGINNING**;

thence continuing along said southerly line of said Embarcadero, South 76°31'20" East, 15.15 feet;

thence continuing along last said line, South 61°43'52" East, 29.06 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said northwesterly line, South 49°10'19" West, 7.38 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from

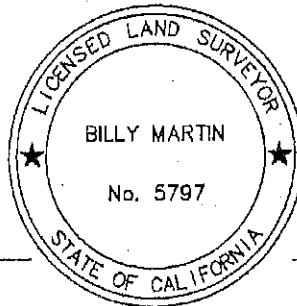
the curve to the radius point, bears South 24°52'24" West;

thence westerly along said curve having a radius of 512.00 feet, through a central angle of 4°24'15" and an arc length of 39.36 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 12°41'38" East, 7.13 feet to the **TRUE POINT OF BEGINNING**, containing an area of 330 square feet or 0.01 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

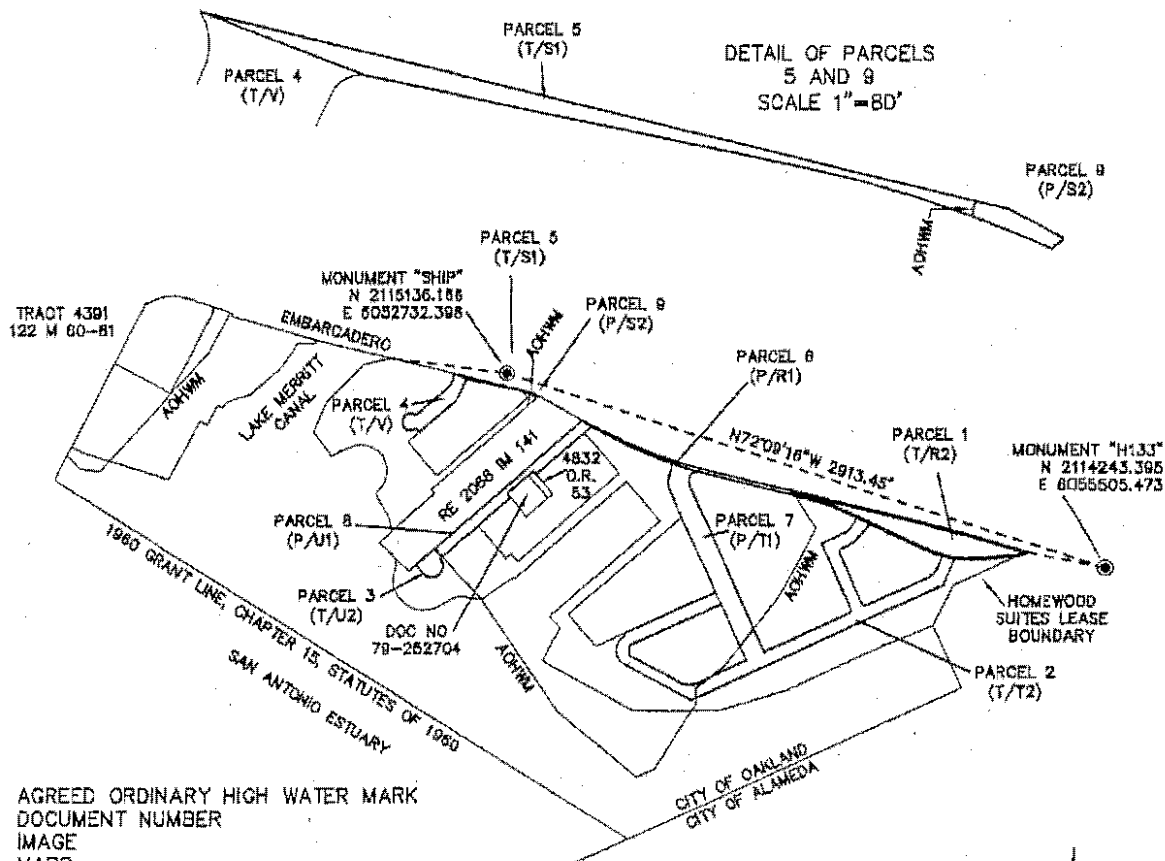
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

June 16, 2010
Dated

END OF DESCRIPTION



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
DOC NO DOCUMENT NUMBER
IM IMAGE
M MAPS
O.R. OFFICIAL RECORDS
RE REEL

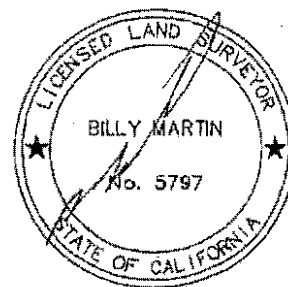
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

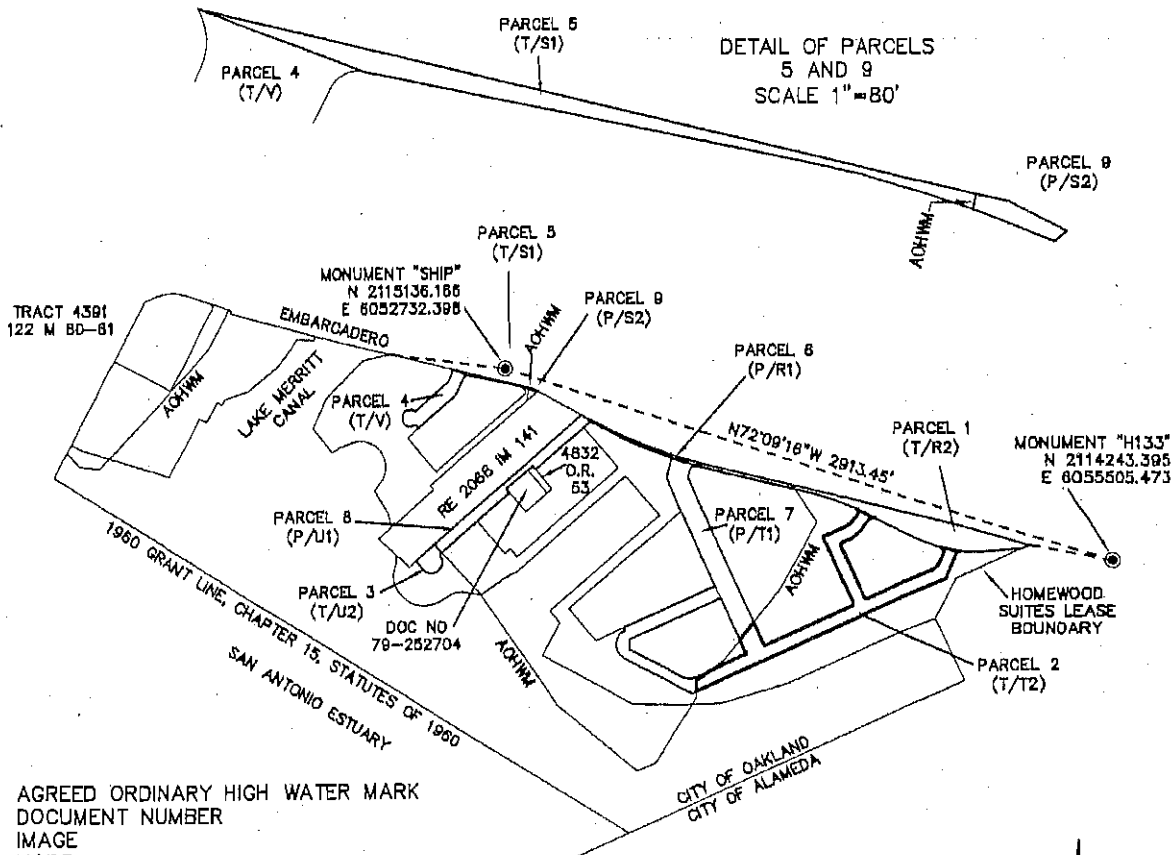
Subject **EXHIBIT F**

PARCEL 1 (T/R2)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
DOC NO DOCUMENT NUMBER
IM IMAGE
M MAPS
O.R. OFFICIAL RECORDS
RE REEL

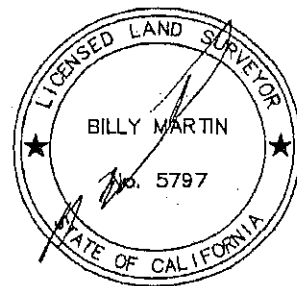
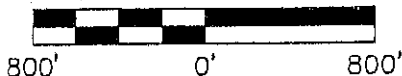
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

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GRAPHIC SCALE



255 SHORELINE DR
SUITE 200
REWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

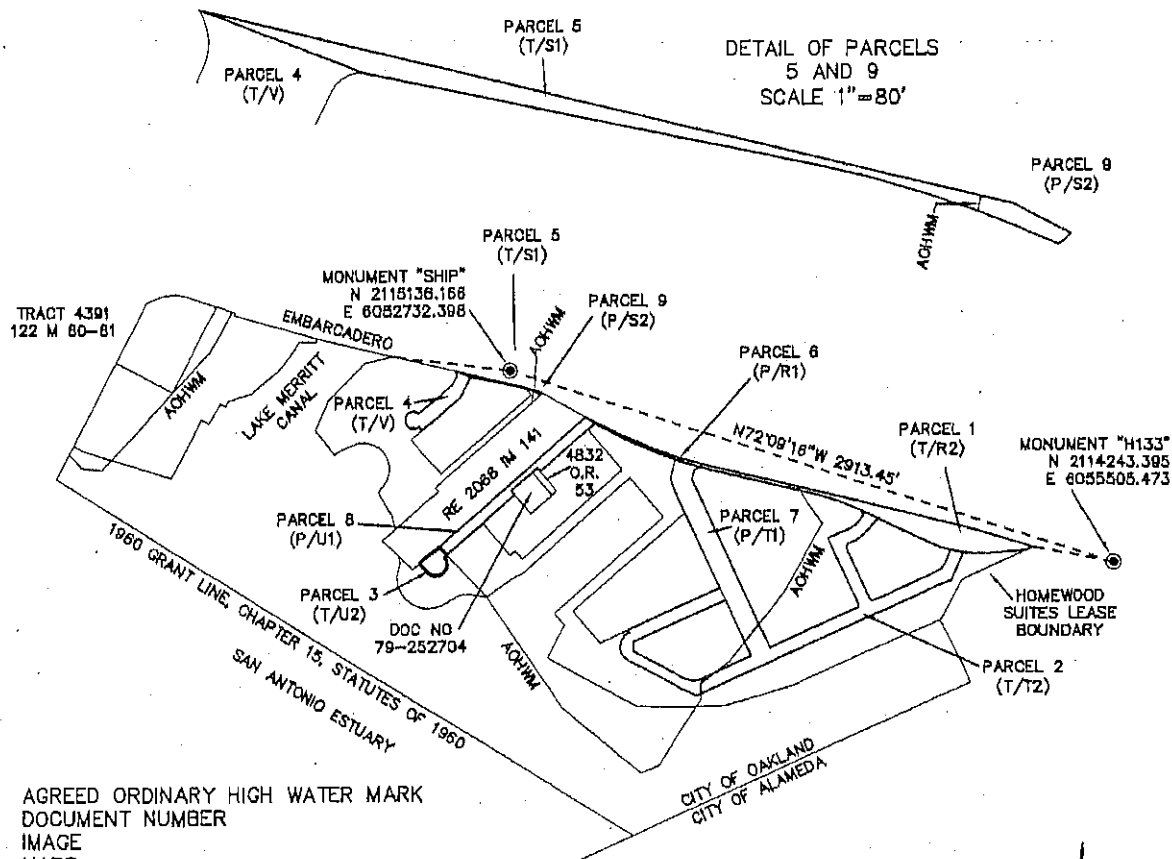
Subject **EXHIBIT F**

PARCEL 2 (T/T2)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
DOC NO DOCUMENT NUMBER
IM IMAGE
M MAPS
O.R. OFFICIAL RECORDS
RE REEL

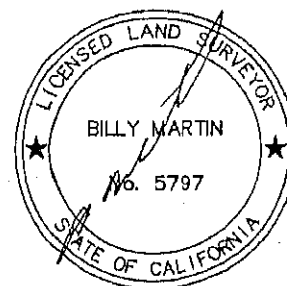
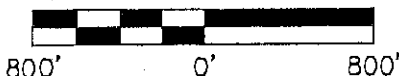
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473, THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

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SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

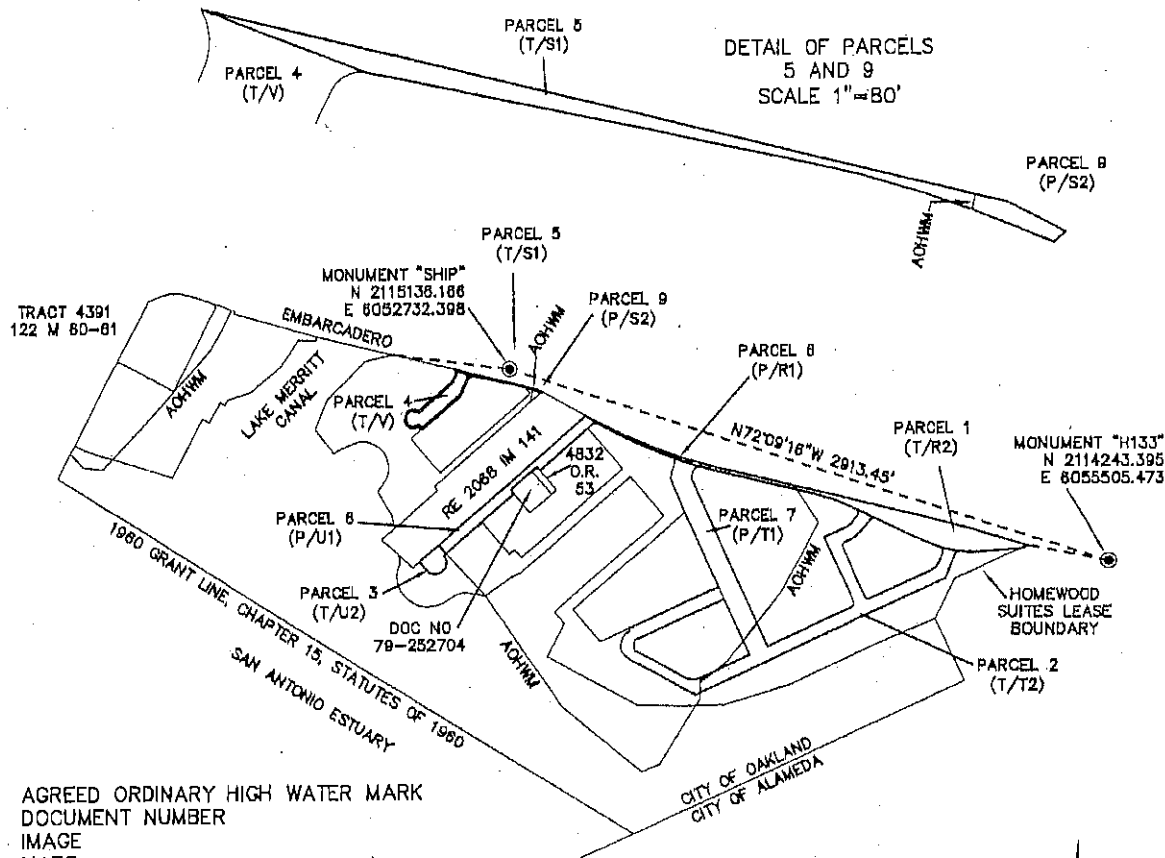
Subject **EXHIBIT F**

PARCEL 3 (T-U2)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

A.O.H.W.M. AGREED ORDINARY HIGH WATER MARK
 DOC NO DOCUMENT NUMBER
 IM IMAGE
 M MAPS
 O.R. OFFICIAL RECORDS
 RE REEL

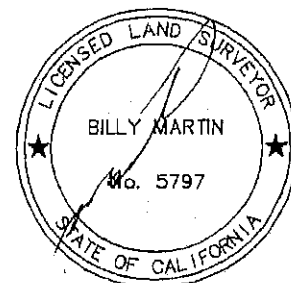
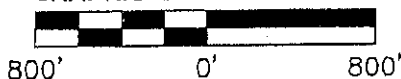
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

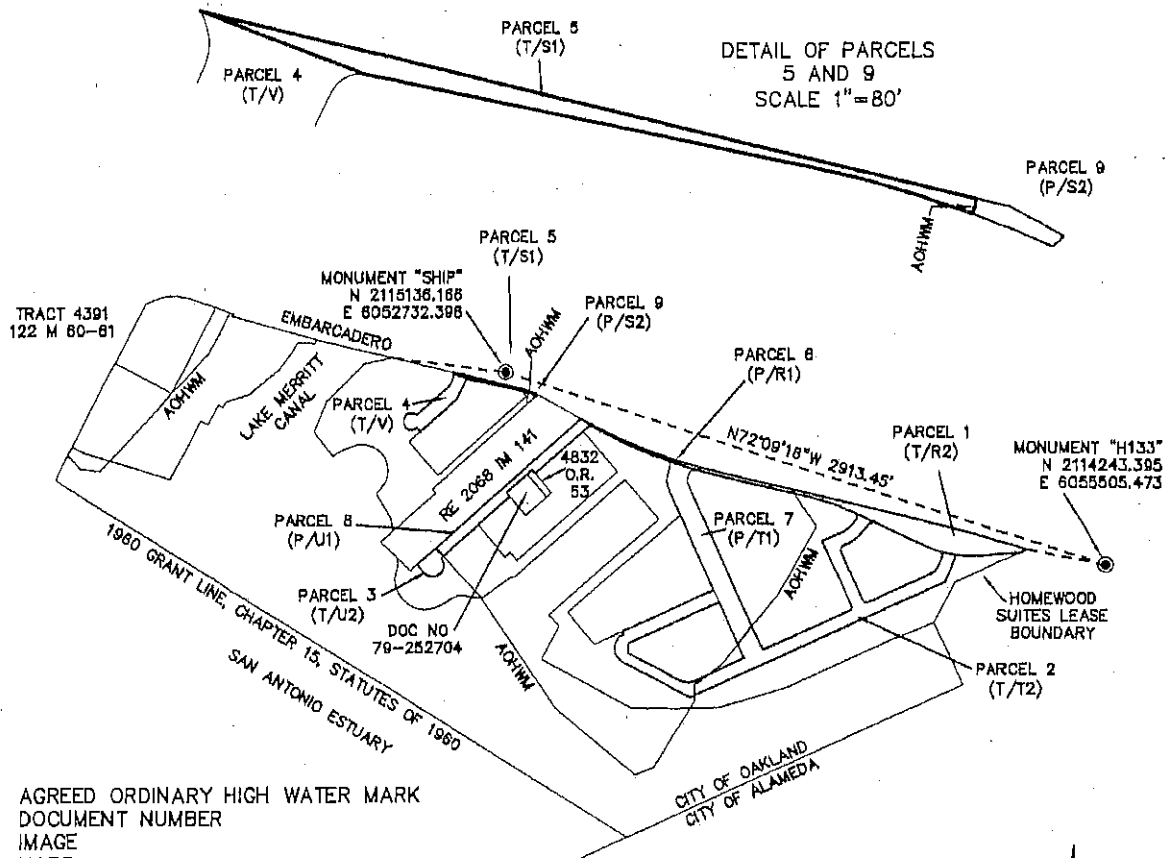
Subject **EXHIBIT F**

PARCEL 4 (T/V)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

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DOC. NO DOCUMENT NUMBER
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M MAPS
O.R. OFFICIAL RECORDS
RE REEL

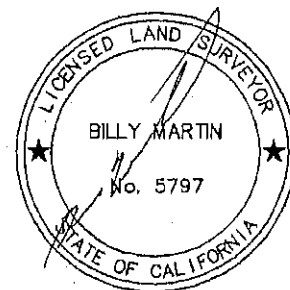
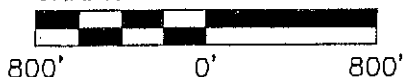
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GRAPHIC SCALE



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SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

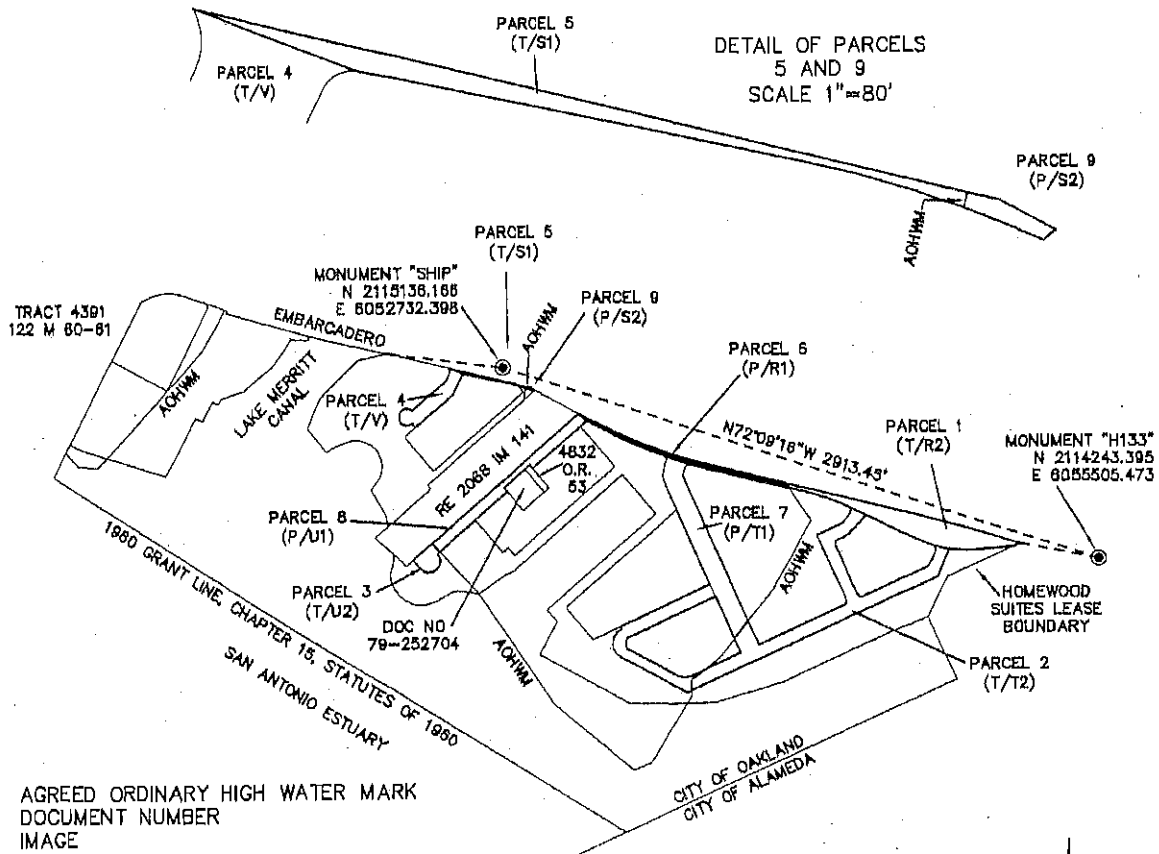
Subject **EXHIBIT F**

PARCEL 5 (T/S1)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

A.O.H.W.M. AGREED ORDINARY HIGH WATER MARK
 DOC NO DOCUMENT NUMBER
 IM IMAGE
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 O.R. OFFICIAL RECORDS
 RE REEL

BASIS OF BEARINGS

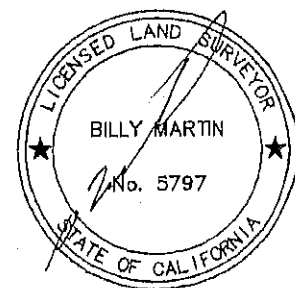
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NOTE

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GRAPHIC SCALE

800' 0' 800'



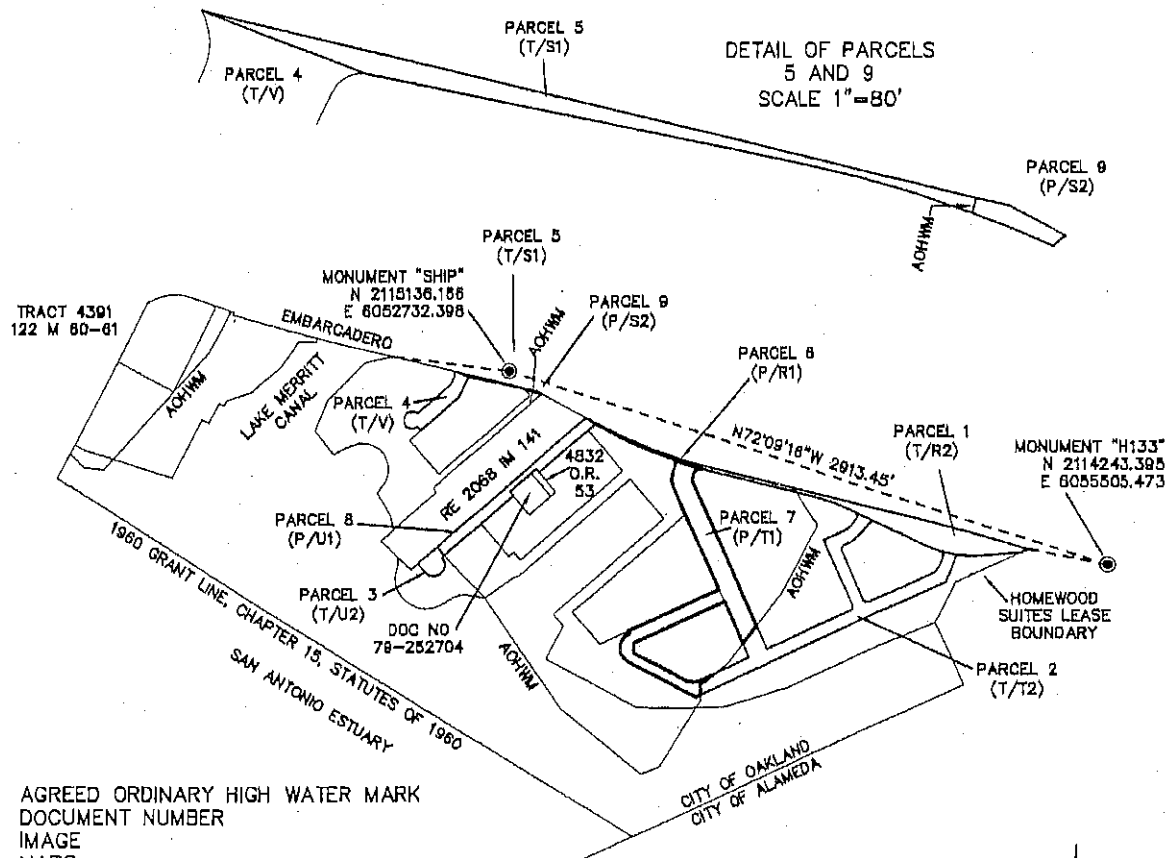
255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject **EXHIBIT F**
PARCEL 6 (P/R1)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
 DOC NO DOCUMENT NUMBER
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 M MAPS
 O.R. OFFICIAL RECORDS
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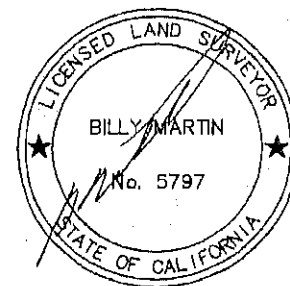
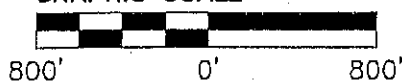
BASIS OF BEARINGS

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GRAPHIC SCALE



BKF

ENGINEERS / SURVEYORS / PLANNERS

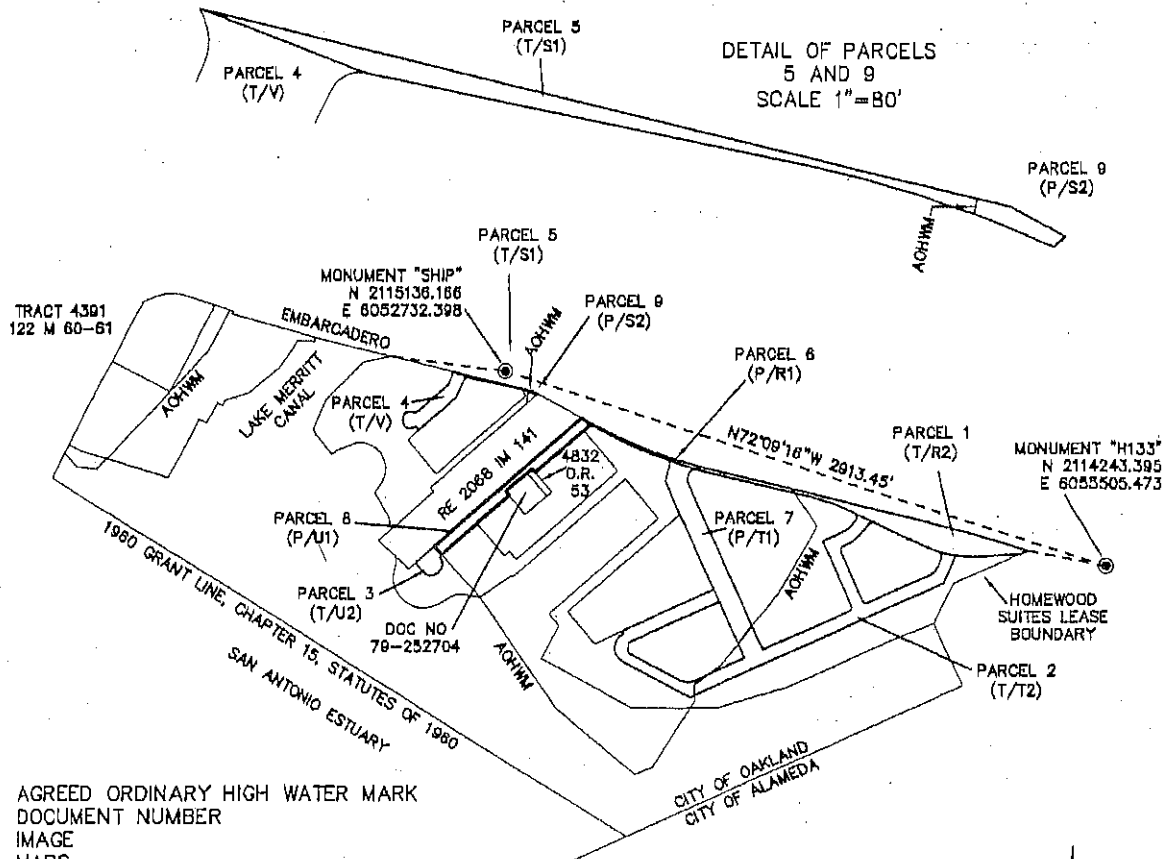
255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject **EXHIBIT F**
PARCEL 7 (P/T1)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

A.O.H.W.M. AGREED ORDINARY HIGH WATER MARK
 DOC NO DOCUMENT NUMBER
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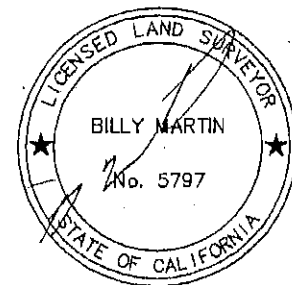
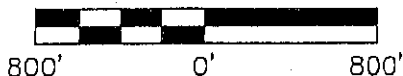
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GRAPHIC SCALE



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

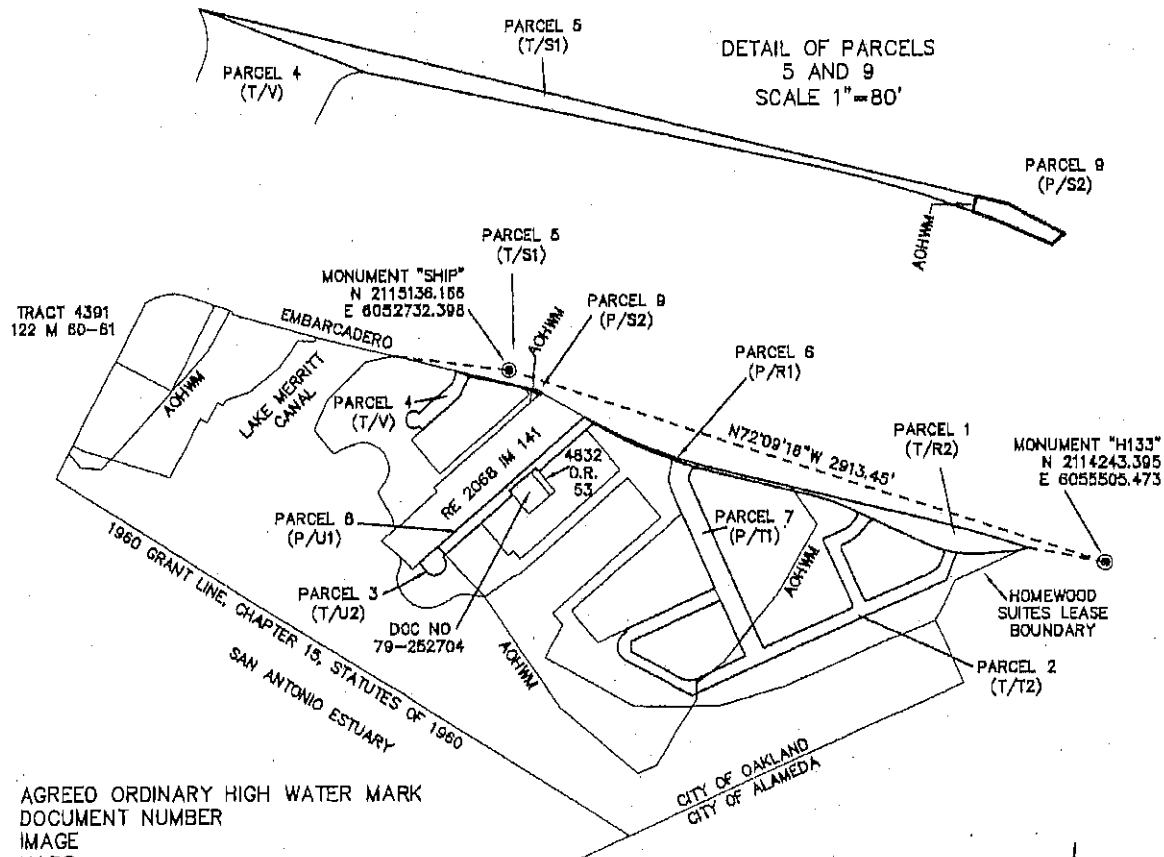
Subject **EXHIBIT F**

PARCEL 8 (P/U1)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
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 IM IMAGE
 M MAPS
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 RE REEL

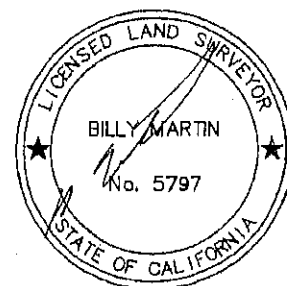
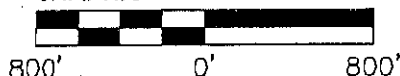
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELO RECORD CCS83 COORDINATE NORTHING = 2115138.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'18" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

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GRAPHIC SCALE



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

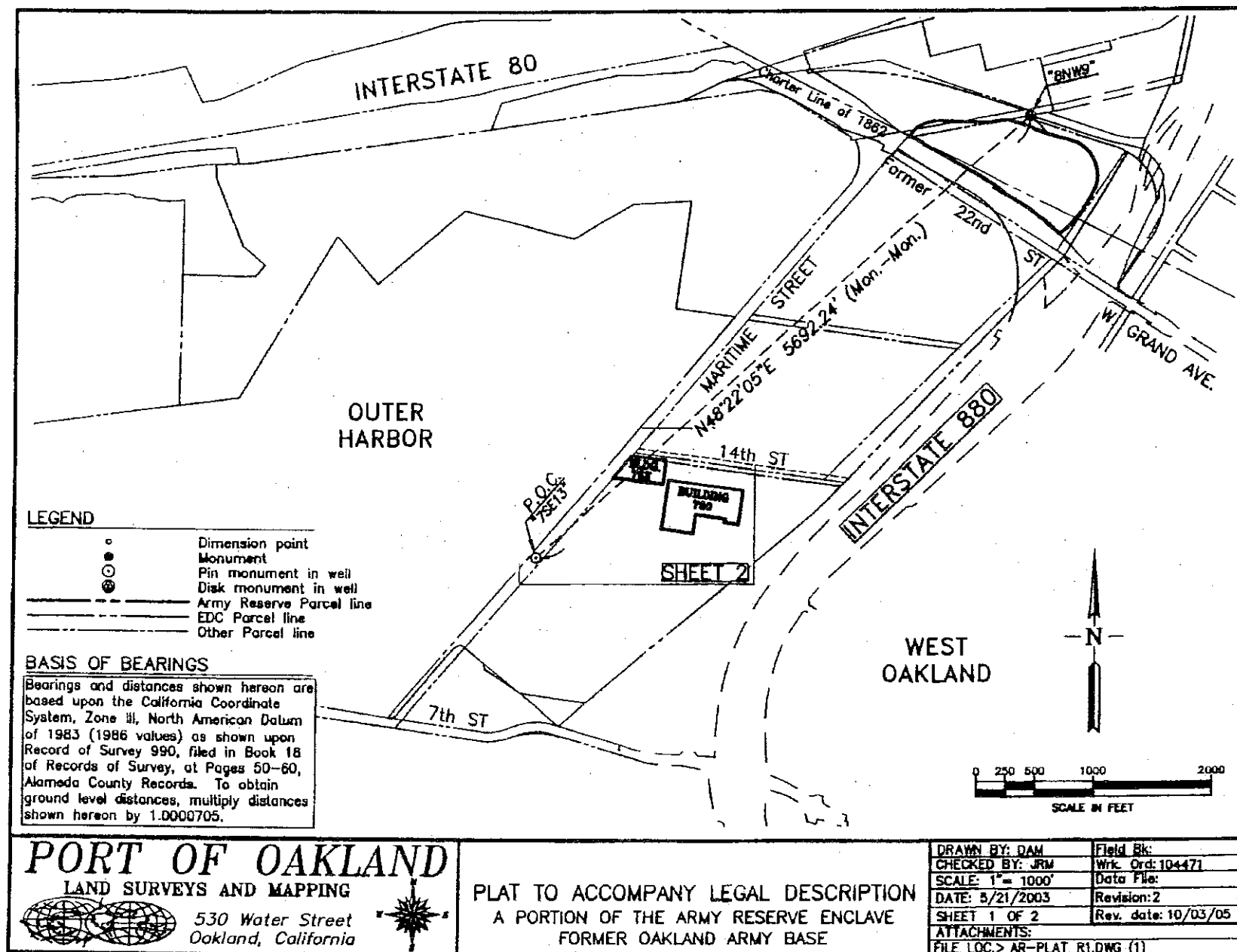
Subject **EXHIBIT F**

PARCEL 9 (P/S2)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 20'	Date Filed:
DATE: 5/21/2003	Revision: 2
SHEET 2 OF 2	Rev. date: 10/03/05
ATTACHMENTS:	
FILE LOC.: AR-PLAT RI.DWG (2)	

EXHIBIT H

Legal Description
Building 762 Parcel
Former Oakland Army Base

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

A portion of that Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded February 15, 1979 as Document 79-030025, in the Office of the Recorder of said Alameda County (hereinafter referred to as Doc. 79-030025); A portion of the Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County herein after referred to as Reel:032, Image:660) all of which being the "Parcel Encompassing Building 762" as described in that certain unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd RSC, dated September 3, 1997 (herein after referred to as the Building 762 Parcel), and being more particularly described as follows:

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

Thence, North 43°48'16" East 958.07 feet to the most western corner of said Building 762 Parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671", being the **POINT OF BEGINNING**;

Thence, along the northwest, northeast, southeast and southwest lines of said Building 762 Parcel the following four courses:

- 1) North 41°02'39" East, 238.78 feet to the most northern corner of said parcel;
- 2) South 82°00'39" East, 299.96 feet to the most eastern corner of said parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671";

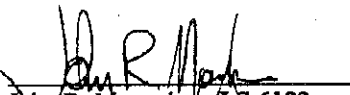
3) South $07^{\circ}51'10''$ West, 200.86 feet to the most southern corner of said parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671";

4) North $81^{\circ}54'53''$ West, 430.68 feet to the **POINT OF BEGINNING**, containing 73,278 square feet (1.682 acres) more or less, measured in ground distances.

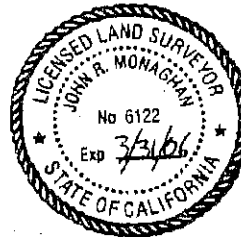
Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records unless otherwise indicated.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

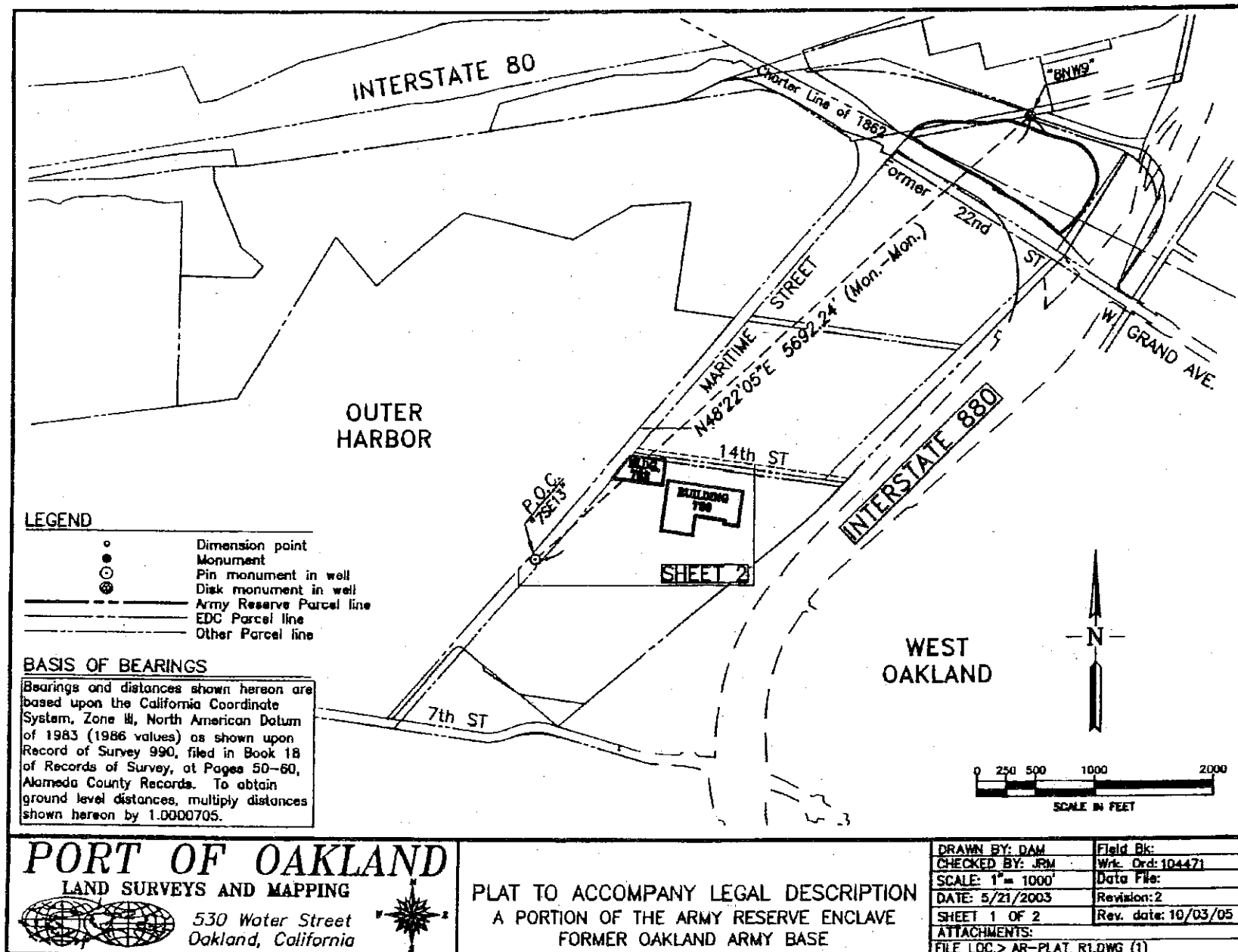
End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in October 3, 2005.


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

10/3/05
Date





Legible copy can be obtained at: Port of Oakland, 530 Water Street, Oakland, CA 94607

Legal Description
Building 780 Parcel
Former Oakland Army Base

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

A portion of that certain Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197), being Parcel B as described in that unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd RSC, dated December 17, 1998 (hereinafter referred to as the Building 780 Parcel), and being more particularly described as follows:

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

Thence North 77°06'11" East 1106.11 feet to the most western corner of said Building 780 Parcel, said corner being marked by a bolt and washer stamped "LS 6379", being the **POINT OF BEGINNING** of Parcel 1A;

Thence along the northwest, northeast, southeast and southwest lines of said Building 780 Parcel the following eight courses:

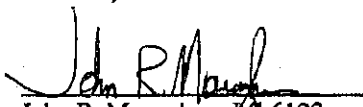
- 1) North 8°06'06" East, 425.20 feet to the most northern corner of said parcel, said corner being marked by a concrete nail and shiner stamped "LS 6379";
- 2) South 81°58'14" East, 655.73 feet to the most eastern corner of said parcel;
- 3) South 8°01'46" West, 294.89 feet to the southeast corner of said parcel, said corner being marked by a pipe and plug stamped "LS 6379";
- 4) North 82°02'59" West, 117.67 feet to an angle point in said southwest line, said angle point being marked by a pipe and plug stamped "LS 6379";
- 5) North 7°49'06" East, 31.76 feet to an angle point in said southwest line, said angle point being marked by a pipe and plug stamped "LS 6379";
- 6) North 82°00'47" West, 261.81 feet to an angle point in said southwest line;

7) South $7^{\circ}59'16''$ West, 161.25 feet to an angle point in said southwest line, said angle point being marked by a 2.5" brass disk and bolt stamped "LS 6379";

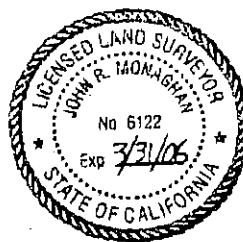
8) North $82^{\circ}03'57''$ West, 276.78 feet to the **POINT OF BEGINNING**, containing 221,199 square feet (5.078 acres) more or less, measured in ground distances.

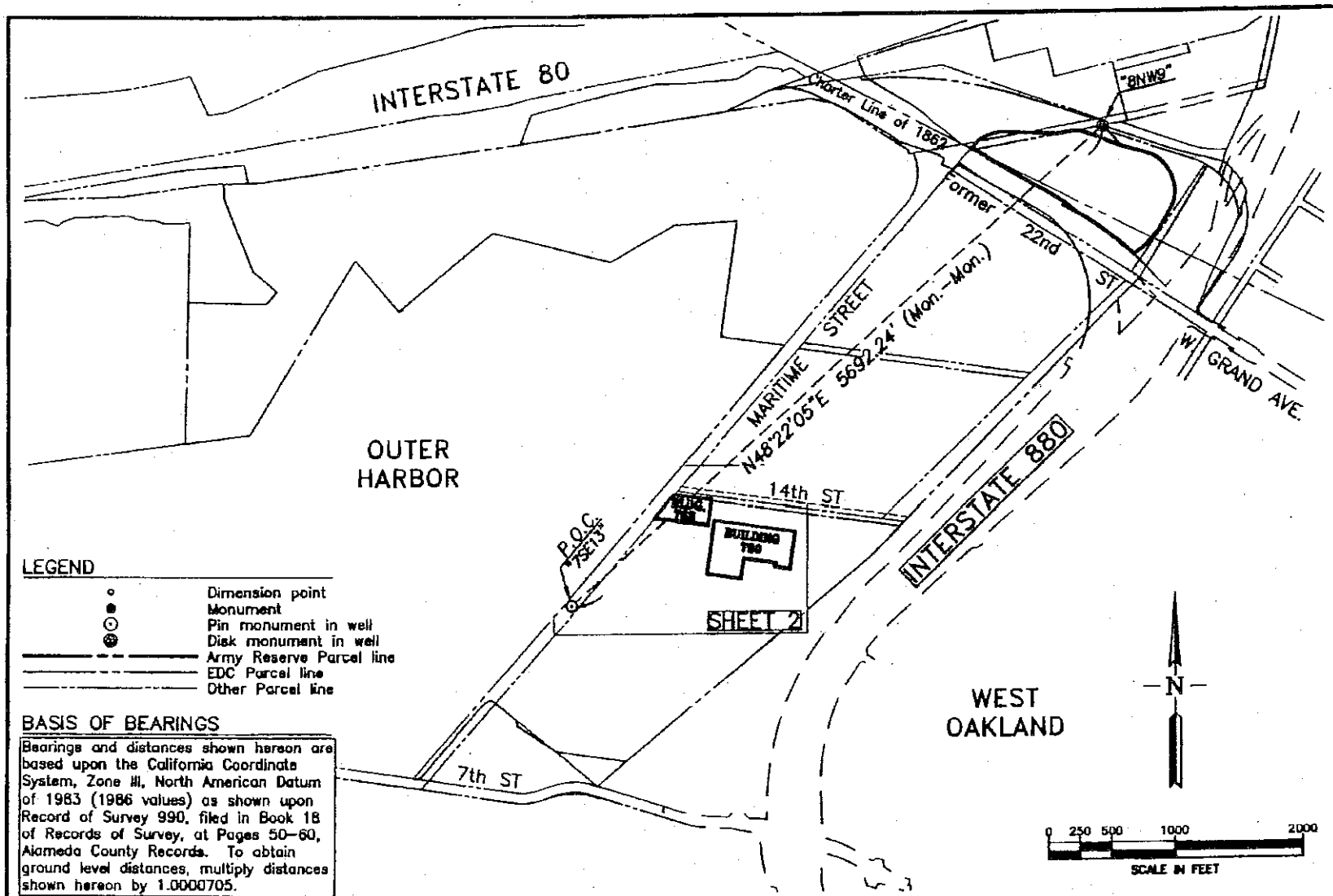
End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in October 2005.


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

10/3/05
Date





PORT OF OAKLAND

LAND SURVEYS AND MAPPING



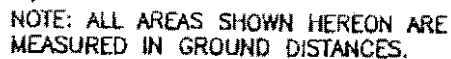
530 Water Street
Oakland, California



PLAT TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE ARMY RESERVE ENCLAVE
FORMER OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 1000'	Data File:
DATE: 5/21/2003	Revision: 2
SHEET 1 OF 2	Rev. date: 10/03/05
ATTACHMENTS:	
FILE LOC: > AR-PLAT_R1.DWG (1)	

Legible copy can be obtained at: Port of Oakland, 530 Water Street, Oakland, CA 94607



DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 200'	Data File:
DATE: 5/21/2003	Revision: 2
SHEET 2 OF 2	Rev. date: 10/03/05
ATTACHMENTS:	
FILE LOC> AR-PLAT R1.DWG (2)	

ATTACHMENTS:
FILE LOC.> AR-PLAT_R1.DWG (2)

EXHIBIT I

APPROVAL DOCUMENTS FOR THE OAK TO NINTH MIXED USE DEVELOPMENT PROJECT

1. Resolution Number 79981.
A Resolution Denying the Appeal of Arthur D. Levy Sustaining the March 15, 2006 Planning Commission Actions on the Oak to Ninth Mixed Use Development Project and Certifying the Final Environmental Impact Report for the Oak to Ninth Project.
2. Resolution Number 79982.
A Resolution Amending the General Plan Estuary Policy Plan to Create a New Land Use Designation, Planned Waterfront Development-4, and to Adopt Land Use Map and Text Changes in Connection with the Oak to Ninth Avenue Mixed Use Development Project.
3. Resolution Number 2006-0045.
A Resolution Approving and Recommending Adoption of the Second Amendment to the Central City East Redevelopment Plan to Revise Land Use Designations for the Oak to Ninth Project Site.
4. Resolution Number 12756.
An Ordinance Adopting the Second Amendment to the Central City East Redevelopment Plan to Revise Land Use Designations for the Oak to Ninth Project Site.
5. Resolution Number 2006-0046.
An Agency Resolution Approving and Recommending Adoption of an Amendment to the Central District Urban Renewal Plan to Revise Land Use Designations for the Oak to Ninth Project Site.
6. Resolution Number 12757.
An Ordinance Adopting an Amendment to the Central District Urban Renewal Plan to Revise Land Use Designations for the Oak to Ninth Project Site.
7. Resolution Number 12758.
An Ordinance Adopting the Planned Waterfront Zoning District-4 (PWD-4) for the Oak to Ninth Mixed Use Development Project.
8. Resolution Number 12759.
An Ordinance Rezoning Property in the Oak to Ninth Avenue Mixed Use Development Project Site from Heavy Industrial (M-40) to the Planned Waterfront Zoning District-4 (PWD-4) and Open Space-Regional Serving Park (OS-RSP), and from Civic Center/Design Review Combining Zone (S-2/S-4) to Open Space-Regional Serving Park (OS-RSP) with the exception of the Jack London Aquatic Center which will remain S-2/S-4.
9. Resolution Number 77983.
Resolution Approving Vesting Tentative Map (No. 7621) for the Oak-to-Ninth Mixed Use Development Project.
10. Resolution Number 79984.
A Resolution Approving a Preliminary Development Plan and Design Guidelines for the Oak to Ninth Mixed Use Development Project.
11. Resolution Number 12760.
An ordinance Approving a Development Agreement Between the City and Oakland, the Redevelopment Agency of the City of Oakland, and Oakland Harbor Partners, LLC, and Authorizing the City Administrator to Execute the Development Agreement on Behalf of the City.

12. Resolution Number 2006-0047.

An Agency Resolution Authorizing a Development Agreement with the City of Oakland and Oakland Harbor Partners, LLC.

13. Resolution Number 81769.

A resolution Rescinding Certification of the Oak to Ninth Project Environmental Impact Report (EIR) Per Resolution No. 79981 C.M.S., Approving Revisions to the Analysis in the Oak to Ninth Project EIR as Revised, and Readopting the CEQA Findings and Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program as Revised.

EXHIBIT J

0216.10
Item No.: C-1
JS/lhr

**BOARD OF PORT COMMISSIONERS
CITY OF OAKLAND**

RESOLUTION NO. 10-7

RESOLUTION ADOPTING CEQA FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE AMENDED AND RESTATED OPTION TO PURCHASE AND GROUND LEASE REAL PROPERTY, APPROVING THE PROCEDURES ADOPTED FOR AND SELECTION AND SUBMITTAL OF THE ARMY RESERVE PARCELS AS THE EXCHANGE IN PARCEL, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO CAUSE EXECUTION OF A PROMISSORY NOTE, AND AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO EXECUTE RELATED DOCUMENTS AS NECESSARY TO CONSUMMATE THE TRANSACTION CONTEMPLATED.

WHEREAS the Board of Port Commissioners ("Board") opened a public hearing on February 16, 2010, received extensive public testimony on the matter, closed the public hearing, considered all of the evidence in the record including, but not limited to: the public testimony received on February 16, 2010 before the Board as well as public testimony received by the Commercial Real Estate Committee, the evidence presented in the Agenda Report Item No. C-1 dated February 16, 2010 (herein the "Agenda Report"), the attached CEQA Findings and Statement of Overriding Considerations, and the information contained in the City's planning and zoning and CEQA documents, including staff reports, public comments, responses to comments, and the rulings of the Alameda County Superior Court as they relate to the subject project.

RESOLVED that the Board hereby authorizes the Executive Director or his designee to negotiate and execute an amendment to the Amended and Restated Option Agreement as more fully-described in the Agenda Report; and be it

FURTHER RESOLVED that the Board hereby adopts a resolution approving the procedures adopted for and the selection and submitting of the Army Reserve Parcels as the Exchange In Parcel in compliance with SB 1622 and, pending approval of the Exchange Agreement and the Port's selection of the Army Reserve Parcel as the Exchange In Parcel,

to hold the Army Reserve Parcel in trust as more fully-described in the Agenda Report; and be it

FURTHER RESOLVED that the Executive Director or his designee is hereby authorized to cause to be executed a Promissory Note in conformance with the Agenda Report; and be it

FURTHER RESOLVED that the Executive Director or his designee is hereby authorized to execute related transaction agreements and such additional documents as may be necessary to carry out this grant of authority, provided that such documents are approved by the Executive Director or his designee and approved by the Port Attorney as to form and legality; and be it

FURTHER RESOLVED that the Board hereby considers and adopts the CEQA Findings and Statement of Overriding Considerations as more fully-described in the Agenda Report; and be it

FURTHER RESOLVED that this resolution is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Board. This resolution approves and authorizes the execution of any necessary agreement in accordance with the terms of this resolution. Unless and until a separate agreement(s) is duly executed on behalf of the Board as authorized by this resolution, is signed as approved as to form and legality by the Port Attorney, and is delivered to any other contracting party, there shall be no valid or effective agreement.

At the regular meeting held on February 16, 2010

Passed by the following vote:

Ayes: Commissioners Calloway, Gonzales, Gordon, Head, Katzoff, Lighty
and President Uno - 6

Noes: Commissioner Gordon - 1

**BOARD OF PORT COMMISSIONERS
CITY OF OAKLAND**

PORT ORDINANCE NO. 4119

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN EXCHANGE AGREEMENT WITH THE STATE LANDS COMMISSION AND THE DEVELOPER; APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE AND SALE AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN OPEN SPACE GROUND LEASE; APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MARINA LEASE; APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A RESTRICTIVE COVENANT; APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A DEED OF TRUST FOR THE OAK TO NINTH DISTRICT PROJECT.

BE IT ORDAINED by the Board of Port Commissioners of the City of Oakland as follows:

Section 1. The Board of Port Commissioners ("Board") hereby approves and authorizes the execution for and on behalf of the Board an Exchange Agreement with the **STATE LANDS COMMISSION** and the Developer in accordance with Agenda Report No. C-1 dated February 16, 2010.

Section 2. The Board hereby approves and authorizes the execution for and on behalf of the Board a Purchase and Sale Agreement in accordance with Agenda Report No. C-1 dated February 16, 2010.

Section 3. The Board hereby approves and authorizes the execution for and on behalf of the Board an Open Space Ground Lease in accordance with Agenda Report No. C-1 dated February 16, 2010.

Section 4. The Board hereby approves and authorizes the execution for and on behalf of the Board a Marina Lease in accordance with Agenda Report No. C-1 dated February 16, 2010.

Section 5. The Board hereby approves and authorizes the execution for and on behalf of the Board a Restrictive Covenant in accordance with Agenda Report No. C-1 dated February 16, 2010.

Section 6. The Board hereby approves and authorizes the execution for and on behalf of the Board a Deed of Trust in accordance with Agenda Report No. C-1 dated February 16, 2010.

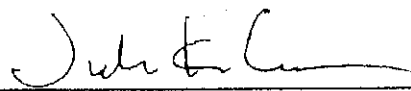
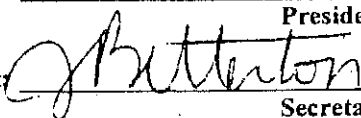
Section 7. This ordinance is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Board. This ordinance approves and authorizes the execution of certain transactional documents in accordance with the terms of this ordinance. Unless and until separate written agreements are duly executed on behalf of the Board as authorized by this ordinance, are signed as approved as to form and legality by the Port Attorney and are delivered to any contracting party, there shall be no valid or effective agreement.

The Board of Port Commissioners, Oakland, California, February 16, 2010. Passed to print for one day by the following vote: Ayes: Commissioners Calloway, Gonzales, Head, Katzoff, Lighty, and President Uno - 6. Noes: Commissioner Gordon - 1.

John T. Betterton
Secretary of the Board

Adopted at a regular meeting held March 2, 2010
by the following vote:

Ayes: Commissioners Batarse, Calloway, Gonzales, Head, Katzoff,
and President Uno - 6
Noes: Commissioner Gordon - 1


President.
Attest: 
Secretary.

Approved as to form and legality:

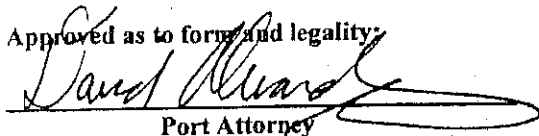

Port Attorney

EXHIBIT II

**PORT OF OAKLAND – OFFICIAL BUSINESS
DOCUMENT REQUIRED TO BE RECORDED
UNDER GOVERNMENT CODE SECTION
37393 AND ENTITLED TO FREE RECORDING
UNDER GOVERNMENT CODE SECTION
27383**

**RECORDING REQUESTED BY
AND RETURN TO:**

Port of Oakland
530 Water Street
Oakland, California 94607
Attention: Port Attorney

(ABOVE FOR RECORDER'S

USE)

RESTRICTIVE COVENANT

This Restrictive Covenant ("**Restrictive Covenant**") is made and entered into on _____, 20__ ("**Effective Date**") by and between the CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners ("**Seller**") and OAKLAND HARBOR PARTNERS, LLC, a California limited liability company ("**Buyer**").

RECITALS

This Restrictive Covenant is entered into with respect to the following facts and objectives:

A. All capitalized terms used, but not defined in these Recitals or elsewhere in this Restrictive Covenant shall have the meaning set forth in the Agreement for Purchase and Sale and Ground Lease of Real Property and Escrow Instructions dated _____, 20__ ("Purchase and Sale Agreement") or the Omnibus Definitions List attached thereto as Appendix A and incorporated therein ("Omnibus Definitions List"). In the event of a conflict between the definition of a defined term set forth in this Restrictive Covenant and the definition of a defined term in the Purchase and Sale Agreement or the Omnibus Definitions List, the definition of such term set forth in the Purchase and Sale Agreement or the Omnibus Definitions List shall control.

B. Seller and Buyer are parties to the Purchase and Sale Agreement, whereby Seller, inter alia, (1) conveyed the property described in **Exhibit A** (the "**Trust Termination Parcels**") to Buyer, (2) ground leased the property described in **Exhibit B** (the "**Final Public Trust Parcels Upland**") to Buyer, and (3) conveyed the property described in **Exhibit C** (the "**Public Trust**

Easement Street Parcels") to Buyer. The Trust Termination Parcels and Public Trust Easement Street Parcels are collectively referred to herein as the "Security Parcels."

C. Under the Purchase and Sale Agreement, Seller and Buyer negotiated and agreed to a comprehensive set of rights and obligations with respect to the Environmental Testing and Clean-Up of Hazardous Materials located on the various properties that are subject to the Purchase and Sale Agreement. Further, Seller and Buyer agreed to enter into this Restrictive Covenant to impose certain of Buyer's obligations under the Purchase and Sale Agreement as restrictions, covenants, and conditions on the Security Parcels for the benefit of Seller and the Final Public Trust Parcels (Upland), as specifically provided herein.

D. As required by **Section 2.2** of the Purchase and Sale Agreement, upon Close of Escrow Buyer shall deliver to Seller a Deed of Trust With Assignment of Rents ("Deed of Trust") and a Promissory Note [Secured by Deed of Trust] in favor of Seller encumbering the Security Parcels in the form attached as **Exhibits 25** and **26**, respectively, to the Purchase and Sale Agreement.

E.. Seller and Buyer agree that the purpose of this Restrictive Covenant is to prohibit a Material Physical Change on the Security Parcels until this Restrictive Covenant is terminated which will only occur after all of the Secured Obligations under the Deed of Trust are performed by Buyer.

AGREEMENTS

1. **Exhibit 13 to the Purchase and Sale Agreement.** Certain provisions of this Restrictive Covenant reference the terms of **Exhibit 13** to the Purchase and Sale Agreement ("**Exhibit 13**"), an unrecorded document. Therefore, **Exhibit 13** has been attached hereto as **Exhibit D** for ease of reference. Nothing in this Restrictive Covenant shall be deemed to amend Buyer's and Seller's rights and obligations under the Purchase and Sale Agreement or the further agreements entered into pursuant to the Purchase and Sale Agreement. Further, notwithstanding the fact that **Exhibit 13** has been attached hereto as an exhibit, except for such obligations as are specifically restated herein, the obligations described in **Exhibit 13** shall not be a part of this Restrictive Covenant and shall not run with the land. This Restrictive Covenant shall be read consistent with the provisions of **Exhibit 13**; however, in the event of any irreconcilable inconsistency between the provisions of this Restrictive Covenant concerning environmental matters and **Exhibit 13**, **Exhibit 13** shall be given priority.

2. **Exhibit 13 Obligations.** Notwithstanding the fact that Buyer may convey and transfer all or a portion of the Security Parcels to one or more third parties (each such transferee, a "**Successor Owner**"), Buyer shall continue to be bound to perform Buyer's covenants and agreements under **Exhibit 13**.

3. **Prohibition Against Material Physical Changes On Security Parcels.** Neither Buyer nor any Successor Owner shall cause a Material Physical Change on the Security Parcels encumbered by this Restrictive Covenant.

4. Permitted Uses of the Security Parcels. Until the later of the Implementation and Liability Measures Trigger Date or payment of the Purchase Price (as defined in the **Purchase and Sale Agreement**) in full to Seller, Buyer shall not enter into any occupancy agreements on the Security Parcels until Buyer has satisfied all Secured Obligations, with the exception of (a) month-to-month occupancy agreements, and (b) occupancy agreements that do not exceed one (1) year provided that the occupancy agreement meets the terms and conditions of Board of Port Commissioners of the Port of Oakland Tariff 2-A ("Tariff 2-A") as said Tariff 2-A existed as of the date of Close of Escrow.

5. Release and Termination of Restrictive Covenant. Seller shall cause this Restrictive Covenant to be removed from record title to all of the Security Parcels within ten (10) days after the date when Buyer has satisfied all Secured Obligations under the Deed of Trust.

6. Restrictive Covenant Runs With the Land. Seller and Buyer do hereby establish and declare that, so long as this Restrictive Covenant is in effect, the Security Parcels and every portion thereof shall be owned, held, conveyed, transferred, subdivided, sold, leased, rented, encumbered, developed, improved, maintained, repaired, occupied and used subject to the covenants, conditions, restrictions, agreements, and other provisions set forth in this Restrictive Covenant which are (a) mutual, beneficial, and equitable servitudes in favor of, and for the mutual use and benefit of, the Security Parcels and the Final Public Trust Parcels (Upland) and each portion thereof and Buyer, its successors and assigns, and all subsequent owners of any portion of the Security Parcels and the Final Public Trust Parcels (Upland), and (b) hereby expressly declared to be binding upon the Security Parcels and each portion thereof and shall run with the land and each and every part thereof, and be a burden upon, the Security Parcels and to the benefit of the Public Trust Parcels and each portion thereof and shall bind the respective successors and assigns of the owners of the Security Parcels and any portion thereof. Upon recordation of this Restrictive Covenant, any conveyance, transfer, sale, hypothecation, assignment, lease or sublease made by Buyer of all or any portion of the Security Parcels, shall be and hereby is deemed to incorporate by reference the provisions of this Restrictive Covenant, as this Restrictive Covenant may be amended from time-to-time.

7. Remedies and Enforcement.

7.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by either Seller or Buyer (including their successors and assigns) of any of the terms, covenants, restrictions, or conditions of this Restrictive Covenant, the nondefaulting party or parties shall be entitled immediately to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including, without limitation, specific performance and damages.

7.2 Remedies Cumulative. The remedies available to a nondefaulting party or parties shall be cumulative and in addition to all other remedies permitted at law or in equity.

7.3 No Termination For Breach. No breach of this Restrictive Covenant shall entitle any party (including its successors and assigns) to cancel, rescind, or otherwise terminate this Restrictive Covenant.

7.4 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of this Restrictive Covenant, each party agrees that such violation or threat thereof shall cause the nondefaulting party to suffer irreparable harm and such nondefaulting party shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Restrictive Covenant, the nondefaulting party or parties, in addition to all remedies available at law or otherwise under this Restrictive Covenant, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of this Restrictive Covenant.

8. Term. The covenants, conditions, agreements, and restrictions contained in this Restrictive Covenant shall be effective commencing on the date of recordation of this Restrictive Covenant in the Official Records of Alameda County and shall remain in full force and effect thereafter until terminated pursuant to **Section 5**.

9. Miscellaneous Provisions.

9.1 Notices. Each notice, request, demand, instruction, or other document required, or permitted to be given in connection with this Restrictive Covenant ("**Notice**") shall be in writing and shall be delivered personally (including messenger or courier service with evidence of receipt) or sent by depositing the same with the United States Postal Service, certified or registered mail, return receipt requested, with proper postage prepaid, addressed to the parties at the respective addresses set forth in this **Section 9.1** and marked to the designated individual's attention, and to any successors and assigns of the parties to this Restrictive Covenant provided any such successors and assigns have provided notice of their addresses. Each Notice shall be effective upon being so deposited, but the time period in which a response to any such Notice must be given or any action taken with respect thereto shall commence to run from the date of actual receipt of the Notice by the addressee thereof. Rejection of the acceptance of a Notice, refusal by the addressee to accept a Notice, or the inability of any messenger, courier, or the United States Postal Service to deliver a Notice because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. A party shall have the right from time-to-time to change the address to which a Notice to it shall be sent to another address in the continental United States (but not a post office box) by giving Notice to the other parties of the changed address at least ten (10) days prior to such changes.

Initial addresses of the parties are:

If to Seller:

Port of Oakland
530 Water Street
Oakland, CA 94607
Attention: Director of Commercial Real Estate
Telephone: (510) 627-1217
Facsimile: (510) 839-2793

With a copy to:

Port Attorney
530 Water Street
Oakland, CA 94607
Attention: Port Attorney
Telephone: (510) 627-1340
Facsimile: (510) 444-2093

With an additional copy to:

Wendel, Rosen, Black & Dean, LLP
1111 Broadway, 24th Floor
Oakland, CA 94607
Attention: Michael A. Dean
Telephone: (510) 834-6600
Facsimile: (510) 834-1928

If to Buyer:

Oakland Harbor Partners, LLC
c/o Signature Properties
4670 Willow Road, Suite 200
Pleasanton, CA 94588-2710
Attention: Michael J. Ghielmetti
Telephone: (925) 463-1122
Facsimile: (925) 463-0832

With a Copy to:

Oakland Harbor Partners, LLC
c/o Reynolds & Brown
1200 Concord Avenue, Suite 200
Concord, CA 94520
Attention: Dana G. Parry
Telephone: (925) 674-8400
Facsimile: (925) 689-1535

9.2 Attorneys' Fees. In the event that a party institutes an action or proceeding (including arbitration) for a declaration of the rights of the parties under this Restrictive Covenant, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Restrictive Covenant, whether or not suit is filed or prosecuted to final judgment, the nondefaulting party(ies) or prevailing party(ies) shall be entitled to its actual attorneys' fees (including in-house attorneys' fees) and to any court costs incurred in addition to any other damages or relief awarded.

9.3 Partial Invalidity. If any provision of this Restrictive Covenant is held by an arbitrator or by a court of competent jurisdiction pursuant to a final award or judgment to be invalid or unenforceable for any reason, that provision shall be deleted from this Restrictive Covenant and the remainder of this Restrictive Covenant shall continue in full force and effect and shall in no way be impaired or invalidated.

9.4 Choice of Law. This Restrictive Covenant and each and every related document are to be governed by, and construed in accordance with, the laws of the State of California.

9.5 Waiver of Covenants, Conditions or Remedies. The waiver by a party of the performance of any covenant, condition, or agreement, or of the time for performing any act, under this Restrictive Covenant shall not invalidate this Restrictive Covenant nor shall it be considered a waiver by such party of any other covenant, condition, or agreement, or of the time for performing any other act required under this Restrictive Covenant.

9.6 Estoppel Certificates. Any party that is subject to the provisions of this Restrictive Covenant, within twenty (20) days of its receipt of a written request from any other party (including such parties' buyers, lessees, lenders, and title company), shall from time-to-time provide the requesting party a certificate binding upon such party stating: (a) to the best of the responding party's knowledge, whether any party to this Restrictive Covenant is in default or in violation of this Restrictive Covenant, and if so identifying such default or violation; (b) that this Restrictive Covenant is in full force and effect and identifying any amendments to this Restrictive Covenant as of the date of such certificate; and (c) such other information as may be reasonably requested.

9.7 Bankruptcy. In the event of any bankruptcy affecting any party that is subject to the provisions of this Restrictive Covenant, the parties agree that this Restrictive Covenant shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt party.

Executed on the Effective Date.

SELLER:

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

Dated: _____, 201__

By: _____

Type or Print Name

Title: _____

**THIS AGREEMENT SHALL NOT BE
VALID OR EFFECTIVE FOR ANY
PURPOSE UNLESS AND UNTIL IT IS
SIGNED BY THE PORT ATTORNEY**

Approved as to form and legality this ____ day
of _____, 201__.

Port Attorney
Port Ordinance No. _____, P.A.# _____

BUYER:

OAKLAND HARBOR PARTNERS, LLC, a
California limited liability company

Dated: _____, 201__

By: Signature Harbor Partners, LLC, a
California limited liability company

By: _____

Type or Print Name

Its: _____

By: R&B Harbor Venture, LLC, a
California limited liability company

By: _____

Type or Print Name

Its: _____

State of California

County of Alameda

On _____, 2010 before me, _____,
Notary Public, personally appeared _____, 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.

Notary Public

State of California

County of Alameda

On _____, 2010 before me, _____,
Notary Public, personally appeared _____, 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.

Notary Public

EXHIBIT A-1

LEGAL DESCRIPTION OF TRUST TERMINATION PARCELS

[Conform to P&SA Agreement and Exchange Agreement]

EXHIBIT A-2

OUTLINE OF TRUST TERMINATION PARCELS

[Conform to P&SA Agreement and Exchange Agreement]

EXHIBIT B-1

LEGAL DESCRIPTION OF FINAL PUBLIC TRUST PARCELS (UPLAND)

[Conform to P&SA Agreement and Exchange Agreement]

EXHIBIT B-2

OUTLINE OF FINAL PUBLIC TRUST PARCELS (UPLAND)

[Conform to P&SA Agreement and Exchange Agreement]

EXHIBIT C

LEGAL DESCRIPTION OF PUBLIC TRUST EASEMENT STREET PARCELS

[Conform to P&SA Agreement and Exchange Agreement]

EXHIBT C-2

OUTLINE OF PUBLIC TRUST EASEMENT STREET PARCELS

EXHIBIT D

EXHIBIT 13 TO THE PURCHASE AGREEMENT

[Conform to P&SA Agreement and Exchange Agreement]

APPENDIX A

Omnibus Definitions List

EXHIBIT JJ

PORT OF OAKLAND – OFFICIAL
BUSINESS DOCUMENT REQUIRED TO
BE RECORDED UNDER GOVERNMENT
CODE SECTION 37393

WHEN RECORDED MAIL TO:

Port of Oakland
530 Water Street
Oakland, CA 94607
Attention: Port Attorney

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS INSTRUMENT IS BEING RECORDED FOR THE BENEFIT OF THE PORT OF OAKLAND. NO RECORDING FEE IS REQUIRED PURSUANT TO GOVERNMENT CODE §27383.

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS ("Deed of Trust") is entered into as of _____, 201__, between Oakland Harbor Partners, LLC, a California limited liability company ("**Trustor**") whose address is 4670 Willow Road, Suite 200, Pleasanton, CA 94588 in favor of First American Title Company, a California corporation ("**Trustee**") whose address is 6683 Owens Drive, Pleasanton, CA 94588, for the benefit of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("**Beneficiary**") whose address is 530 Water Street, Oakland, CA 94607. Trustor, in consideration of the obligations referred to in this Deed of Trust and the trust hereby created, irrevocably grants, transfers, conveys, and assigns to Trustee, in trust, with power of sale, Trustor's fee interest in and to that real property located in the County of Alameda, State of California, described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

TOGETHER WITH:

All right, title and interest (including any claim or demand in law or equity) which Trustor now has or may hereafter acquire in or to such property; all buildings and improvements located on such property; all easements and rights of way appurtenant to such property; all crops growing or to be grown on such property; all water and water rights (whether or not appurtenant to such property) and shares of stock pertaining to such water or water rights, ownership of which affects such property; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon such property and all royalties and profits from any such rights or shares of stock.

The real property described in **Exhibit "A"** attached hereto and the appurtenances, rights, and interests described in the preceding paragraph shall collectively be referred to as the "Security Parcels."

ASSIGNMENT OF RENTS:

Subject to the following paragraph, Trustor absolutely and irrevocably assigns to Beneficiary the rents, issues, deposits and profits of the Security Parcels, together with the immediate and continuing right to collect and receive the same, for the purposes and upon the terms and conditions hereinafter set forth. The foregoing assignment shall not impose upon Beneficiary any duty to produce rents from the Security Parcels, and the assignment shall not cause Beneficiary to be a "mortgagee in possession" for any purpose.

The provisions of the preceding paragraph to the contrary notwithstanding, Beneficiary confers upon Trustor a license to collect and retain the rents, issues and profits of the Security Parcels as they become due and payable, subject, however, to the right of Beneficiary upon an event of Default (defined in Section [7]) to revoke such authority at any time in its sole discretion and without notice to Trustor at any time after an event of Default occurs. Beneficiary may revoke such authority and collect and retain the rents, issues, deposits, and profits of the Security Parcels assigned herein to Beneficiary after an event of Default occurs of any of the obligations secured hereby, and without taking possession of all or any part of the Security Parcels and without prejudice to, or limitation upon, any of its additional rights and remedies granted pursuant to this Deed of Trust.

FOR THE PURPOSE OF SECURING:

Performance of Trustor's obligations under this Deed of Trust, performance of certain limited obligations described in the following paragraph (collectively, the "**Secured Obligations**"), and performance of Trustor under that certain Promissory Note [Secured by Deed of Trust] of even date herewith (the "Note") and that certain Restrictive Covenant recorded as a lien against the Security Parcels in the Official Records of Alameda County on the same date as the recordation of this Deed of Trust (the "**Restrictive Covenant**"). The Secured Obligations are limited solely to the payment of sums and the timely delivery of those measures set forth with particularity in the following paragraph, notwithstanding the existence of broader obligations of Trustor under the Restrictive Covenant. Capitalized terms not defined in this Deed of Trust shall have the meaning given to them in the Restrictive Covenant and in the Omnibus Definitions List attached to hereto as Appendix A. In the event of a conflict between the definition of a defined term set forth in the Omnibus Definitions List and the definition of a defined term in this Deed of Trust, the definition of such term set forth in the Omnibus Definitions List shall control.

The Secured Obligations are as follows:

(a) Payment of all obligations evidenced by the Note in the face amount of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000); executed and delivered by Trustor to Beneficiary, together with interest thereon; the performance of Trustor of every obligation of Trustor under this Deed of Trust; and payment of additional sums and interest thereon which

may be expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided;

(b) Upon the Implementation and Liability Measures Trigger Date, Trustor shall deliver to Beneficiary:

- (i) A Completion Guaranty as required by Section [7.1] of the Environmental Addendum attached as Exhibit C to the Restrictive Covenant;
- (ii) The initial ten (10) year PLL Insurance policy for the Security Parcels or, alternatively, Trustor shall deposit a sum of money into the PLL Insurance Escrow Account for the initial ten (10) year term as required by Section [7.2] of the Environmental Addendum attached as Exhibit C to the Restrictive Covenant; and
- (iii) The Cost Cap Insurance policy for Development Phases I and IA only or, alternatively, Trustor shall deposit a sum of money into the Cost Cap Insurance Escrow Account in accordance with Section [7.3] of the Environmental Addendum attached as Exhibit C to the Restrictive Covenant with respect to Development Phases I and IA only;

(c) Until such time as the Secured Obligations (i) contained in subparagraph (a) hereinabove have been paid in full, and (ii) contained in subparagraph (b) hereinabove have been performed in full, perform all Environmental Testing and Clean-Up for the Three Parcels required by Environmental Laws to the satisfaction of the Agency reviewing the work, or the extent required by such Environmental Laws, as required by Section [3.1(d)] of the Environmental Addendum attached as Exhibit C to the Restrictive Covenant; and

(d) Not undertake any Material Physical Change to the Three Parcels.

TO MAINTAIN AND PROTECT THE SECURITY OF THIS DEED OF TRUST, TO SECURE THE FULL AND TIMELY PERFORMANCE BY TRUSTOR OF THE SECURED OBLIGATIONS, TRUSTOR AND BENEFICIARY HEREBY COVENANT AND AGREE AS FOLLOWS

1. Maintenance of the Security Parcels. Trustor shall: (a) keep the Security Parcels in good condition; (b) not permit any mechanics' or materialman's lien to arise against the Security Parcels; (c) comply with all laws having a material effect on the Security Parcels; and (d) not commit or permit waste on or to the Security Parcels. Trustor shall provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary.

2. Taxes and Other Sums Due. Trustor shall promptly pay, satisfy and discharge when due: (a) prior to delinquency, all general and special taxes, and assessments, water and sewer district charges, rents and premiums affecting the Security Parcels; and (b) all encumbrances, charges and liens on the Security Parcels, with interest thereon, which are prior or superior to the lien of this Deed of Trust. Upon request by Beneficiary, Trustor shall promptly furnish Beneficiary with all notices of sums due for any amounts specified in subparagraph (a) and upon payment of any such sum by Trustor, Trustor shall promptly furnish Beneficiary with written

evidence of such payment. Should Trustor fail promptly to make any payment required hereunder, Beneficiary may (but is not obligated to), at Beneficiary's sole expense, make such payment. Trustor shall notify Beneficiary immediately upon receipt by Trustor of notice of any increase in the assessed value of the Security Parcels and agrees that Beneficiary, in the name of Trustor, may (but is not obligated to), at Beneficiary's expense, contest by appropriate proceedings such increase in assessment.

3. Defense of Deed of Trust; Litigation. Trustor shall give Beneficiary immediate written notice of any action or proceeding (including, without limitation, any judicial or non-judicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Security Parcels or this Deed of Trust. Trustor shall commence, appear in, prosecute, defend, compromise and settle, and incur necessary costs and expenses, including reasonable attorneys' fees, in so doing, any action or proceeding, whether judicial or non-judicial, deemed necessary in Beneficiary's reasonable judgment to preserve or protect the Security Parcels or this Deed of Trust. Trustor shall utilize counsel reasonably satisfactory to Beneficiary in connection with any such action or proceeding. Trustor shall pay all costs and expenses of Beneficiary and Trustee, including costs of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear or for which legal counsel is sought, whether by virtue of being made a party defendant or otherwise, and whether or not the interest of Beneficiary or Trustee in the Security Parcels is directly questioned in such action or proceeding, including, without limitation, any action for the condemnation or partition of all or any portion of the Security Parcels and any action brought by Beneficiary to foreclose this Deed of Trust or to enforce any of its terms or provisions.

4. Damages; Insurance and Condemnation Proceeds.

(a) The following (whether now existing or hereafter arising) are all absolutely and irrevocably assigned by Trustor to Beneficiary and, at the request of Beneficiary, shall be paid directly to Beneficiary: (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Security Parcels; (ii) all other claims and awards for damages to, or decrease in value of, all or any part of, or any interest in, the Security Parcels; (iii) all proceeds of any insurance policies payable by reason of loss sustained to all or any part of the Security Parcels; and (iv) all interest which may accrue on any of the foregoing. Subject to subparagraph (b) below, Beneficiary shall release all or any part of the proceeds to Trustor upon any conditions Beneficiary may reasonably impose. If in Beneficiary's discretion, such conditions cannot be timely satisfied, Beneficiary shall apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any claim and may apply the balance to the indebtedness secured hereby in such order and amounts as Beneficiary in its sole discretion may choose.

(b) Provided Trustor is not otherwise in Default under this Deed of Trust or the Note, in the event of any damage to, or destruction of, the Security Parcels or condemnation thereof, Beneficiary shall permit insurance or condemnation proceeds held by Beneficiary to be used for repair or restoration of the Security Parcels, but Beneficiary may condition such application upon conditions, including, without limitation: (i) the deposit with Beneficiary of such additional funds which Beneficiary determines are needed to pay all costs of the repair or restoration,

(including, without limitation, taxes, financing charges, insurance and rent during the repair period); (ii) the establishment of an arrangement for lien releases and disbursement of funds acceptable to Beneficiary; (iii) the delivery to Beneficiary of plans and specifications for the work, a contract for the work signed by a contractor acceptable to Beneficiary, and a cost breakdown for the work, all of which shall be acceptable to Beneficiary; and (iv) the delivery to Beneficiary of evidence acceptable to Beneficiary: (aa) that after completion of the work, the income from the Security Parcels will be sufficient to pay all expenses and debt service for the Security Parcels; (bb) that upon completion of the work, the size, capacity and total value of the Security Parcels will be at least as great as it was before the damage or condemnation occurred; (cc) that there has been no material adverse change in the financial condition or credit of Trustor since the date of this Deed of Trust; and (dd) of the satisfaction of any additional conditions that Beneficiary may reasonably establish to protect its security. Trustor hereby acknowledges that the conditions described above are reasonable, and, if such conditions have not been satisfied within thirty (30) days of receipt by Beneficiary of such insurance or condemnation proceeds, then Beneficiary may apply such insurance or condemnation proceeds to pay the indebtedness secured hereby in such order and amounts as Beneficiary in its sole discretion may choose.

(c) Notwithstanding anything herein to the contrary, in the event that any damage, destruction, casualty, or condemnation of the Security Parcels is determined to be less than One Hundred Thousand Dollars (\$100,000), Trustor is authorized to settle or compromise any insurance or condemnation claim relating thereto without joining Beneficiary, provided the proceeds from any such claim are used in the manner required in this Section 4.

5. Failure of Trustor to Comply with Deed of Trust. Should Trustor fail to do any act required by this Deed of Trust, or should there be any action or proceeding (including, without limitation, any judicial or non-judicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Security Parcels or this Deed of Trust, Beneficiary or Trustee may (but are not obligated to):

(a) Make any such payment or do any such act in such manner and to such extent as either deems necessary to preserve or protect the Security Parcels or this Deed of Trust, Beneficiary and Trustee being authorized to enter upon the Security Parcels for any such purpose; and

(b) In exercising any such power, pay necessary expenses, employ attorneys and pay reasonable attorneys' fees incurred in connection therewith, without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder.

6. Amounts Advanced to Bear Interest. At Beneficiary's request, Trustor shall immediately pay to Beneficiary any expenses or other amounts advanced or paid by Beneficiary or Trustee under any provision of this Deed of Trust. Until so repaid, all such amounts shall be added to, and become a part of, the indebtedness secured hereby and bear interest from the date of advancement or payment by Beneficiary or Trustee at the rate of ten percent (10%) per annum.

7. Default. Each of the following shall constitute a "Default" under this Deed of Trust:

(a) The filing by Trustor of any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors; and/or

(b) Trustor's failure to perform the Secured Obligations and/or to observe and perform any other provisions of this Deed of Trust to be observed and performed by Trustor in accordance with the terms of this Deed of Trust or the Note when due for any monetary obligation or within three (3) days for any non-monetary obligation.

8. Remedies on Default. Upon Default by Trustor in performance of any agreement hereunder, Beneficiary may deliver to Trustee a written declaration of Default and demand for sale and written notice of Default and election to cause to be sold the Security Parcels, which notice shall be filed of record in the Official Records of Alameda County.

After the lapse of such time as may then be required by law following the recordation of a notice of Default, and notice of Default having been given as then required by law, Trustee, without demand on Trustor, shall sell the Security Parcels at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Security Parcels by public announcement at such time and place of sale, and from time-to-time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Security Parcels so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this trust, including costs of evidence of title in connection with the sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Trustor and Beneficiary agree that the amount of the maximum credit bid at a foreclosure sale pursuant to the power of sale under this Deed of Trust shall be: (a) the amount owed by Trustor to Beneficiary under the Note; (b) the amounts Trustor is obligated to pay (i) into the Cost Cap Insurance Escrow Account as defined in the Environmental Addendum attached as Exhibit C to the Restrictive Covenant, (ii) to fully fund Trustor's obligation under the Completion Guaranty, and (iii) into the PLL Insurance Escrow Account as defined in the Environmental Addendum attached as Exhibit C to the Restrictive Covenant, as applicable; plus (c) any other sums then owing from Trustor to Beneficiary under this Deed of Trust.

9. Remedies Cumulative. Each remedy provided by this Deed of Trust is separate and distinct and is cumulative to all other rights and remedies provided hereby or by applicable law, and each may be exercised concurrently, independently or successively, in any order whatsoever.

10. Trustee. Trustee shall be deemed to have accepted the terms of this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee shall not be obligated to notify any party hereto of any pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee is a party, unless such sale relates to or reasonably might affect the Security Parcels or this Deed of Trust, or unless such action or proceeding has been instituted by Trustee against the Security Parcels, Trustor or Beneficiary.

11. Reconveyance. Upon satisfaction of the Secured Obligations by Trustor, Beneficiary shall surrender this Deed of Trust to Trustee for cancellation, and after payment by Beneficiary of any reconveyance fees customarily charged by Trustee, Trustee shall reconvey, without warranty, the Security Parcels then held hereunder to the person or persons legally entitled thereto. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof.

12. Substitution of Trustee. Beneficiary, at Beneficiary's option, may from time-to-time, by written instrument approved in writing by Trustor, substitute a successor to Trustee named herein or acting hereunder, which instrument, when executed and acknowledged by Beneficiary and Trustor and recorded in the Official Records of Alameda County, shall constitute conclusive proof of the proper substitution of such successor Trustee, who shall, without conveyance from the predecessor Trustee, succeed to all rights, title, estate, powers and duties of such predecessor Trustee, including, without limitation, the power to reconvey the Security Parcels. To be effective, such instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and page at which, and the county in which, this Deed of Trust is recorded and the name and address of the substitute Trustee, and be signed by Trustor. If any notice of Default has been recorded hereunder, this power of substitution cannot be exercised until all costs, fees and expenses of the then acting Trustee have been paid. Upon such payment, the then acting Trustee shall endorse receipt thereof upon the instrument of substitution. The procedure herein provided for substitution of Trustees shall be exclusive of other provisions for substitution provided by applicable law.

13. No Waiver by Beneficiary. No waiver by Beneficiary of any right or remedy provided by this Deed of Trust or applicable law shall be effective unless such waiver is in writing and subscribed by Beneficiary. Waiver by Beneficiary of any right or remedy granted to Beneficiary under this Deed of Trust or applicable law as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. The assertion by Beneficiary of any right or remedy provided by this Deed of Trust shall not constitute a waiver of Beneficiary's right to require prompt performance of the Secured Obligations and Trustor's obligations under this Deed of Trust.

14. Consents and Approvals to be in Writing. Whenever the consent or approval of Beneficiary or Trustor is specified as a condition of any provision of this Deed of Trust, such consent or approval by Beneficiary or Trustor, as applicable, shall not be effective unless such consent or approval is in writing, subscribed by Beneficiary or Trustor, as applicable. Such consent shall not be unreasonably withheld, delayed or conditioned.

15. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Deed of Trust shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth in this Section, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile to the number set forth in this Section (provided, however, that notices given by facsimile shall not be effective unless the sending party delivers the notice also by one other method permitted under this Section); (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

TO BENEFICIARY:

Port of Oakland
530 Water Street
Oakland, CA 94607
Attention: Director of Commercial Real Estate
Telephone: (510) 627-1217
Facsimile: (510) 839-2793

With a copy to:

Port Attorney
530 Water Street
Oakland, CA 94607
Attention: Port Attorney
Telephone: (510) 627-1340
Facsimile: (510) 444-2093

With an additional copy to:

Wendel, Rosen, Black & Dean, LLP
1111 Broadway, 24th Floor
Oakland, CA 94607
Attention: Michael A. Dean
Telephone: (510) 834-6600
Facsimile: (510) 834-1928

TO TRUSTOR:

Oakland Harbor Partners, LLC
c/o Signature Properties
4970 Willow Road, Suite 200
Pleasanton, CA 94588-2710
Attention: Michael J. Ghielmetti
Telephone: (925) 463-1122
Facsimile: (925) 463-0832

With a copy to:

Oakland Harbor Partners, LLC
c/o Reynolds & Brown
1200 Concord Avenue, Suite 200
Concord, CA 94520
Attention: Dana G. Parry
Telephone: (925) 674-8400
Facsimile: (925) 689-1535

TO TRUSTEE:

First American Title Company, a California corporation
6683 Owens Drive
Pleasanton, CA 94588
Attention: Diane Burton
Telephone: (925) 738-4050
Facsimile: (866) 648-7806

16. Request for Notice of Default. The undersigned Trustor requests that a copy of any notice of Default and any Notice of Sale hereunder be mailed to it at the address specified herein.

17. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of California.

18. Severability. If any Section, paragraph, clause, or provision of the Secured Obligations or this Deed of Trust is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those Sections, paragraphs, clauses, or provisions so construed or interpreted and shall not affect the remaining Sections, paragraphs, clauses, and provisions of the Secured Obligations or this Deed of Trust.

19. Attorney Fees. If any party to this Deed of Trust shall bring any action for any relief against any other party, declaratory or otherwise, arising out of this Deed of Trust, the losing party shall pay to the prevailing party a reasonable sum for attorney fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees (including those of in-house counsel) and costs incurred in enforcing such judgment. For the purpose of this Section, attorney fees shall include, without limitation, fees incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation.

20. Due on Sale. Except as set forth hereinbelow, if the Trustor shall sell, convey or alienate said Security Parcels, or any part thereof, or any interest therein, or shall be divested of its title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, which consent shall not be unreasonably withheld, conditioned or delayed, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable. Notwithstanding the foregoing, Trustor may assign, sell, convey or alienate all or any portion of its right, title, and interest in the Security Parcels without Beneficiary's prior approval, upon prior written notice to: (a) one or more entities in which James C. Ghielmetti, Michael J. Ghielmetti, Jon Q. Reynolds, David A. Brown and/or Dana Parry own or owns not less than fifty-one percent (51%) of the profits of such assignee(s) and in which such individual(s) has or have control over the management and operation of such assignee(s); or (b) a joint venture entity formed by one or more of the individuals named in (a) and one or more other entities, which joint venture entity is willing to guaranty the performance of Trustor's Secured Obligations under this Deed of Trust.

21. General Provisions.

- (a) This Deed of Trust applies to, inures to the benefit of, and binds the respective heirs, legatees, devisees, administrators, executors, successors and assigns of each of the parties hereto.
- (b) As used herein and unless the context otherwise provides, the words "herein," "hereunder" and "hereof" shall mean and include this Deed of Trust as a whole, rather than any particular provision hereof.
- (c) In exercising any right or remedy, or taking any action provided herein, Beneficiary may act through its employees, agents or independent contractors, as authorized by Beneficiary.
- (d) Wherever the context so requires herein, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.
- (e) Captions and paragraph headings used herein are for convenience only, are not a part of this Deed of Trust and shall not be used in construing it.

22. Definitions.

- (a) As used herein, the word "**person**" shall mean and include natural persons, corporations, partnerships, unincorporated associations, joint ventures and any other form of legal entity.
- (b) As used herein, the word "**Security Parcels**" shall mean and include the Security Parcels and any part thereof.

IN WITNESS WHEREOF, the parties hereto have entered into this Deed of Trust as of the date first written above.

BENEFICIARY:

CITY OF OAKLAND, a municipal
Corporation of the State of California, acting by
and through its Board of Port Commissioners,

By: _____

Type or Print Name

Title: _____

SIGNED BY THE PORT ATTORNEY

Approved as to form and legality this ____ day
of _____, 201__.

Port Attorney

Port Ordinance No. _____, P.A.# _____

TRUSTOR:

OAKLAND HARBOR PARTNERS, LLC, a
California limited liability company

By: Signature Harbor Partners, LLC, a
California limited liability company

By: _____

Type or Print Name

Its: _____

By: R&B Harbor Venture, LLC, a
California limited liability company

By: _____

Type or Print Name

Its: _____

EXHIBIT A

DESCRIPTION OF SECURITY PARCELS

[TRUST TERMINATION PARCELS AND PUBLIC TRUST EASEMENT STREET
PARCELS ONLY]

COUNTY OF _____)

On _____, before me, _____, personally appeared _____ 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 is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

COUNTY OF _____

On _____, before me, _____,
personally appeared _____ 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 is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

)

)

(SEAL)

)

)

(SEAL)

Exhibit K

MINUTE ITEM

This Calendar Item No 91 was approved as Minute Item
No 91 by the California State Lands Commission by a vote
of 3-0 at its 06/28/10 Meeting.

Minute Item

91

A 19

S 6

06/28/10

AD 548 / G 01-05.8 / W 26371

G. Kato

J. Lucchesi

J. Rusconi

CONSIDERATION OF A BOUNDARY LINE AND LAND EXCHANGE AGREEMENT,
PURSUANT TO CHAPTER 542, STATUTES OF 2004, BETWEEN THE PORT OF
OAKLAND, OAKLAND HARBOR PARTNERS, LLC, AND THE STATE LANDS
COMMISSION, INVOLVING CERTAIN PARCELS WITHIN THE OAK TO NINTH
AVENUE DISTRICT, LOCATED WITHIN THE CITY OF OAKLAND, ALAMEDA
COUNTY

A staff presentation was made regarding consideration of a Boundary Line and Land Exchange Agreement involving certain parcels of land held in trust by the Port of Oakland located in the Oak Street to Ninth Avenue District and the former Oakland Army Base. Staff modified the staff report by clarifying the information describing the implementation and liability measures on pages 10 and 11. The 8th bullet point was stricken as duplicative and unnecessary given the 4th bullet point. In addition to the staff presentation, several members of the public, representing themselves and several groups, spoke in favor of and in opposition to the proposed agreement. A representative of the Port spoke in support.

The Commission approved the staff recommendation as presented by a vote of 3-0.

THE UNDERSIGNED, ACTING IN THIS BEHALF FOR THE
STATE LANDS COMMISSION, HAS HEREBY CERTIFIED
THAT THE ANNEXED IS A WHOLE, TRUE AND CORRECT
COPY OF THE ORIGINAL RECORD COPY, CONSISTING OF
113 PARTS, ON FILE IN THE OFFICE OF THE STATE
LANDS COMMISSION, THAT SAID COPY HAS BEEN COM-
PARED BY THE UNDERSIGNED WITH THE ORIGINAL, AND
IS A CORRECT TRANSCRIPT THEREFROM.

IN WITNESS WHEREOF, THE UNDERSIGNED
HAS EXECUTED THIS CERTIFICATE AND
AFFIXED THE SEAL OF THE STATE LANDS
COMMISSION THIS 18 DAY OF November
A.D. 20 10.

Jennifer Lucchesi

CALENDAR ITEM

91

A 19

06/28/10

AD 548 / G 01-05.8 / W 26371

S 6

G. Kato

J. Lucchesi

J. Rusconi

**CONSIDERATION OF A BOUNDARY LINE AND LAND EXCHANGE AGREEMENT,
PURSUANT TO CHAPTER 542, STATUTES OF 2004, BETWEEN THE PORT OF
OAKLAND, OAKLAND HARBOR PARTNERS, LLC, AND THE STATE LANDS
COMMISSION, INVOLVING CERTAIN PARCELS WITHIN THE OAK TO NINTH
AVENUE DISTRICT, LOCATED WITHIN THE CITY OF OAKLAND, ALAMEDA
COUNTY**

PARTIES:

State of California
State Lands Commission
100 Howe Ave., Suite 100 South
Sacramento, California 95825

Port of Oakland
530 Water Street
Oakland, CA 94607

Oakland Harbor Partners, LLC
4670 Willow Road, Suite 200
Pleasanton, CA 94588

PROPOSED BOUNDARY LINE AND LAND EXCHANGE AGREEMENT:

The City of Oakland, acting by and through its Board of Port Commissioners ("Port") has requested that the State Lands Commission ("Commission") consider and approve a Boundary Line and Land Exchange Agreement ("Agreement"), pursuant to Chapter 542, Statutes of 2004 ("Exchange Act"). The purpose of the Agreement is to establish and fix an agreed-upon boundary between existing State sovereign lands granted to the Port in trust by the Legislature and uplands acquired by the Port using public trust revenues ("After-acquired Lands"). Additionally, the Agreement will effectuate a land exchange terminating the State's sovereign public trust interest in certain parcels ("Trust Termination Parcels (Granted Lands)") in exchange for acquiring certain parcels known as the Army Reserve Parcels ("Trust Exchange Parcel"). The Agreement will also facilitate the confirmation of the common law Public Trust ("Public Trust") and the Port's statutory trust (Chapter 654, Statutes of 1911 and Chapter 15, Statutes of 1960 both as amended) ("Granted Lands Trust") on certain parcels within and along the Oakland

Estuary ("Final Public Trust Parcels"). As a result, the Final Public Trust Parcels will be preserved, improved, or enhanced for Public Trust uses such as open space, public access, water-related recreation, such as marinas and boat launch facilities, commercial services to visitors as necessary, such as food service, plant and animal habitat, such as wetlands, and circulation to and along the waterfront. The Public Trust Easement Street Parcels will be improved for vehicular, bicycle and pedestrian access to the Final Public Trust Parcels. The parties to the proposed Agreement include the State of California ("State"), acting by and through the Commission, the Port and Oakland Harbor Partners, LLC, a California limited liability company ("OHP"). The findings described in this Calendar Item are additionally supported by the Exchange Act, the Agreement, and all of the material relating to the Agreement in the Commission's files at its Sacramento Office. The location of the various parcels involved in the proposed Agreement is generally depicted on Exhibit A and Exhibit B.

Specifically, the most substantive terms of the proposed Agreement provide that:

1. Initially, a boundary line agreement between the Port and the State will establish and fix the location of the Agreed Ordinary High Water Mark between uplands included within the Peralta Rancho and tide and submerged lands subject to the Public Trust and the Granted Lands Trust. The Port and State will exchange mutual quitclaims to effectuate the boundary line agreement.
2. The Port will quitclaim to the State the Final Public Trust Parcels; the Trust Termination Parcels (Granted Lands); the Public Trust Easement Street Parcels (Granted Lands); and the Trust Exchange Parcel.
3. The State will then patent to OHP the Trust Termination Parcels free of the Public Trust and the Port's statutory trust interests.
4. The State will patent to the Port the Final Public Trust Parcels and the Trust Exchange Parcel subject to the Public Trust, the Granted Lands Trust and the Exchange Act.
5. The State will patent to OHP the fee in the Public Trust Easement Street Parcels (Granted Lands), subject to a reserved easement for commerce, navigation, fisheries and other recognized Public Trust purposes. The Public Trust Easement will be exercised by the State for purposes of public vehicular, bicycle and pedestrian access to the Final Public Trust Parcels from the Embarcadero.
6. The State will then patent to the Port the exercised Public Trust Easement in the Public Trust Easement Street Parcels (Granted Lands).
7. Upon this Agreement becoming effective:
 - a. The Final Public Trust Parcels, the Public Trust Easement Street Parcels (Granted Lands) and the Trust Exchange Parcel will be confirmed as lands or interests in lands subject to the Public Trust, the Granted Lands Trust, and the Exchange Act, including lands that previously had been After-acquired Lands and which might have otherwise been subject to potential sale by the Port if appropriate findings could be made;

- b. The Trust Termination Parcels (Granted Lands) will be owned by OHP free from the Public Trust and the terms, conditions, and requirements of the Port's statutory trust and the Exchange Act;
- c. The fee in the Public Trust Easement Street Parcels will be owned by OHP, but remain subject to the exercised Public Trust Easement held or retained by the Port or the City;
- d. The upland Final Public Trust Parcels currently contaminated with hazardous materials will be remediated at no cost to the Port or the State;
- e. With regard to hazardous materials, sufficient implementation and liability measures will be in place to protect the Port, as trustee, and the State from liability;
- f. The Final Public Trust Parcels will be preserved, improved, or enhanced for Public Trust uses such as open space, public access, water-related recreation, such as marinas and boat launch facilities, commercial services to visitors as necessary, such as food service, plant and animal habitat, such as wetlands, and circulation to and along the waterfront.

BACKGROUND:

The Port is the State's trustee of sovereign lands within the Oak Street to Ninth Avenue Property pursuant to Chapter 107, Statutes of 1852, Chapter 644, Statutes of 1911, and Chapter 15, Statutes of 1960, all as amended ("Granted Lands Acts"). As part of a beneficial program of harbor development, the majority of the Oak Street to Ninth Avenue Property was filled and reclaimed by, among others, the City, the Port, and their lessees and sublessees in order to support maritime uses. Until the late 1970s, the Oak Street to Ninth Avenue Property, and particularly the 9th Avenue Terminal within it, was used for break bulk cargo shipping and other maritime uses.

By 1998, the Oak Street to Ninth Avenue Property was no longer used for break bulk cargo shipping. The Posey and Webster Street Tubes (two parallel underwater vehicular tunnels running beneath the Oakland Estuary connecting the cities of Oakland and Alameda) made dredging the Oakland Estuary to allow more modern maritime cargo handling facilities to be constructed and used by modern vessels impossible. Because forecasts for delivery of break bulk cargo found that the demand could be met by other facilities in the area, in 2003 the San Francisco Bay Conservation and Development Commission amended the San Francisco Bay Area Seaport Plan to remove the port priority use designation from the Oak Street to Ninth Avenue Property.

In 1999, the City adopted the Estuary Policy Plan (the "Estuary Plan") in response to public and government agency concerns about the lack of public access to the Oakland Estuary, including the Oak Street to Ninth Avenue Property. The purpose of the Estuary Plan is to promote and strengthen a sense of community, to bring people to the waterfront, to revitalize the shoreline, and to make the Oakland Estuary an inviting part of the Bay Area for the general public. The Estuary Plan sets out standards regarding protection and promotion of public uses along the Oakland Estuary, both within and

upstream and downstream of the Oak Street to Ninth Avenue Property. The Estuary Plan was amended on March 15, 2006 by the City of Oakland Planning Commission to include the Oak Street to Ninth Avenue Project, a 64-acre mixed use development. The amendment was approved by the Oakland City Council on June 20, 2006.

In 2004, the Legislature enacted the Exchange Act. The Exchange Act has several purposes: to revitalize the Oak Street to Ninth Avenue Property through a land exchange supporting a mixed use development; to transform the shoreline of the Oak Street to Ninth Avenue Property by creating public paths along the shoreline and large public parks near the 9th Avenue Terminal; to remediate hazardous materials releases within the Oak Street to Ninth Avenue Property as required by State regulatory agencies, and to secure hazardous materials liability protections; to provide funds to the Port for Public Trust uses through the sale of some of the After-Acquired Lands within the Oak Street to Ninth Avenue Property; and to acquire an exchange parcel in compliance with the Exchange Act, useful to, and to be made subject to, the Public Trust and the terms and conditions of Granted Lands Trust.

The Port and OHP have entered into a companion real estate transaction that, in conjunction with the establishment and fixing of the boundary line and exchange provided for in the Agreement, effectuates OHP's purchase, remediation, and improvement of the Oak Street to Ninth Avenue Property After-acquired Lands. The Commission is not a party to the companion real estate transaction.

Pursuant to the Agreement and companion real estate transaction, the remediation and construction of improvements within the Oak Street to Ninth Avenue Property will occur in phases. Each phase will begin with remediation, at OHP's sole expense, of the phased area and then proceed to the construction of the public access and mixed-use improvements. It is anticipated that final build-out will take approximately 12-14 years.

LEGAL REQUIREMENTS:

Pursuant to the Exchange Act, the Commission is authorized to enter into a boundary line and land exchange agreement provided that the Commission makes certain findings. Because the Port does not have the legal authority to terminate the State's public trust interest on sovereign state property, the Commission must take title to the Trust Termination Parcels (Granted Lands) to be exchanged for the interests in the Trust Exchange Parcel and as part of that exchange terminate the public trust interest in the Trust Termination Parcels (Granted Lands). The Commission, to approve the proposed Agreement, must make the following requisite findings pursuant to the Exchange Act:

1. The configuration of trust lands within the Oak Street to Ninth Avenue Property upon completion of the exchange and sale meets the requirements of subdivision (j) of Section 4 and includes all lands within the Oak Street to Ninth Avenue property that are presently waterward of the mean high water line;

2. The final layout of streets in the property will provide access to the public trust lands and be consistent with the beneficial use of the remaining public trust lands;
3. The trust exchange parcel will promote the purposes or objectives of the Estuary Plan, legislative grants, or the port improvement plans, as applicable, to the extent these purposes or objectives are consistent with the public trust;
4. The trust exchange parcel has been selected according to the criteria in paragraph (2) of subdivision (b) of Section 4;
5. With respect to the exchange as finally configured, the value of the trust exchange parcel to be exchanged into the trust is equal to or greater than the value of the Oak Street to Ninth Avenue exchange lands;
6. The Oak Street to Ninth Avenue exchange lands over which the public trust will be terminated have been filled and reclaimed, those parcels consisting entirely of dry land lying landward of the present line of mean high water, and are no longer needed or required for the purposes of the public trust and constitute a relatively small portion of the lands originally granted to the city, and that the exchange will not result in substantial interference with public trust uses and purposes, nor with the Oak Street to Ninth Avenue legislative grants;
7. Sufficient liability and implementation measures will be in place upon completion of the exchange;
8. The proposed exchange is consistent with the Exchange Act;
9. Vertical access from public streets to the shoreline and continuous lateral public access to the water along the entirety of the Oak Street to Ninth Avenue property consistent with policies OAK-9, OAK-10, OAK-11, and OAK-12 of the Estuary Plan in effect on June 1, 2004, for the Oak Street to Ninth Avenue property will be provided;
10. The trust exchange parcel and final trust lands shall be held subject to the public trust and the terms of this act;
11. No substantial interference with public trust uses and purposes shall ensue by virtue of the proposed exchange;
12. The exchange is in the best interests of the statewide public;
13. The Port has approved the exchange after holding at least one public hearing.

ANALYSIS AND STAFF RECOMMENDATION

Commission staff has reviewed and analyzed the information submitted for the proposed Boundary Line and Exchange Agreement.

Boundary Line Agreement

Upon its admission to the Union on September 9, 1850, the State, by virtue of its sovereignty, received in trust for purposes of commerce, navigation, and fisheries, all right, title and interest in tide and submerged lands within its boundaries waterward of the ordinary high water mark. The title to land within the Oak Street to Ninth Avenue Property derives from several sources:

- (1) Tide and submerged lands, some filled and some waterward of the present location of the mean high tide line of the waters of the Oakland Estuary. These lands, whether filled or unfilled, were granted in trust by the State to the City through various legislative acts and remain subject to the Public Trust.
- (2) Lands historically landward of the ordinary high water mark of the waters of the Oakland Estuary and within the Rancho San Antonio. The Rancho San Antonio was confirmed and patented in two parts: the first part to Antonio Peralta in June 1874; the second part to Domingo and Vicente Peralta in February 1877 (collectively the "Peralta Rancho"). Those portions of the Oak Street to Ninth Avenue Property that lie within the Peralta Rancho and that have been acquired by the City using public trust funds are, by virtue of the City Charter of the City, managed and controlled by the Port.
- (3) The entirety of the Oak Street to 9th Avenue Property consists of the Granted Lands and the After-Acquired Lands. The State and the Port dispute the location of the boundary between, and the extent of, the Granted Lands and the After-Acquired Lands. The dispute arises from a State tideland patent issued on October 9, 1889 to James Stratton based on Alameda County Tidelands Survey No. 22 ("TLS 22"). TLS 22 purported to include both lands within the Peralta Rancho as well as tide and submerged lands that were later the subject of grants to the City by virtue of the Granted Lands Acts. The dispute between the two sources of title (persons claiming title through TLS 22 and the City claiming title through various legislative acts) was ultimately resolved by a compromise. The compromise among the parties to the dispute, which did not include the State, resulted in the City receiving title to such lands. It was the subject of the decisions in *City of Oakland v. LaRue Wharf and Warehouse Company* (1918) 179 Cal. 207 and *Board of Port Commissioners of the City of Oakland v. Williams* (1937) 9 Cal.2d 381. The State and the Port dispute the effect of those decisions and the resulting character and boundary of the lands received by the City as a result.

The State and the Port have each conducted independent studies and evaluations of the title and boundary evidence concerning the location of the boundary of, and the character of title to, the lands comprising the Oak Street to Ninth Avenue Property. These efforts included examination of historic maps and surveys, rancho patents, and relevant court cases. Based on such efforts the State and the Port have reached agreement on the location of the agreed Ordinary High Water Mark as depicted in Exhibit B. The establishment of the Agreed Ordinary High Water Mark is a compromise of contested issues of law and evidence and is in lieu of the costs, delay, and uncertainties of title and boundary litigation. This Boundary Line Agreement is important because it establishes the precise boundaries of the area that the Port owns as land purchased with public trust funds versus the area that the Port owns through the

Granted Lands Acts. It also establishes the extent of the Trust Termination Parcels (Granted Lands) that will be freed of all sovereign interest pursuant to the Agreement.

Trust Exchange Parcel

Section 4 of the Exchange Act allows for the termination of all State interests in the Trust Termination Parcels (Granted Lands) in exchange for parcels that meets the requirements of Section 4. Pursuant to Section 7(a)(2) of the Exchange Act, the Commission's staff established procedures for reviewing the Port's selection of an exchange parcel. Such procedures included a letter agreement between Port staff and Commission staff dated January 31, 2007 (on file at the Commission's Sacramento Office), which established certain terms and procedures in the event that a potential exchange parcel became available prior to Commission consideration of the Agreement. The purpose of the letter agreement was to allow the Port to acquire a parcel with trust funds in anticipation of later submission of the parcel acquired to the Commission for consideration as a possible trust exchange parcel. The terms of this letter agreement expressly provided that the Port's acquisition of a potential exchange parcel is without prejudice to the Commission's right to disapprove of the potential exchange parcel. In addition, the letter agreement did not relieve the Port of the continued obligation to search for an exchange parcel that met a higher order of priority as established in the Exchange Act. This letter agreement allowed for the Port to acquire the Army Reserve Parcels in 2007 and such acquisition by the Port would not disqualify the Army Reserve Parcel being considered as a potential trust exchange parcel pursuant to the Exchange Act.

In 2005, Port staff began the search for a potential trust exchange parcel to comply with the Exchange Act. In consultation with Commission staff, the Port's search consisted of an examination and analysis of various parcels available within the four priority areas identified in the Exchange Act. Port staff and Commission staff also consulted with community representatives numerous times over the past five years to discuss the availability of potential trust exchange parcels. As a result, Port staff examined over 40 potential parcels. The Port has provided to the Commission (on file at the Commission's Sacramento Office) a written report describing its efforts to locate a trust exchange parcel to be received into the Public Trust and the Granted Lands Trust in exchange for the Trust Termination Parcels (Granted Lands). Commission staff believes that all reasonable efforts have been made to locate a trust exchange parcel.

The property selected by the Port as the Trust Exchange Parcel comprises the Army Reserve Parcels located in what was the eastern portion of the former Oakland Army Base. The Trust Exchange Parcel is in the Fourth Priority area identified in the Exchange Act. The selection of the Trust Exchange Parcel was made according to and is consistent with the priorities set forth in Section 4(b)(2) of the Exchange Act and the Commission's procedures regarding the selection of an exchange parcel. The Trust Exchange Parcel consists of approximately 6.75 acres and is depicted in Exhibit C.

The Trust Exchange Parcel is a portion of the lands described in Section 2(o) of Statutes 2005, Chapter 664. In that legislation, the Legislature recognized that certain lands, specifically including the Trust Exchange Parcel, are essential for the Port to acquire to expand the Port's terminal and transportation capacity and meet the Bay Conservation and Development Commission's 2020 cargo throughput demand forecasts. The Port has concluded and Commission staff agrees that the acquisition of the Trust Exchange Parcel will benefit the Public Trust and the Granted Lands Trust by:

- Facilitating development, construction and expansion of the Port's Outer Harbor Marine Terminals through the provision of additional intermodal rail facilities and ancillary maritime support services on the site. These additional facilities and services are necessary to accommodate and support the anticipated growth in maritime activity and container throughput over the next twenty years;
- Allowing increased container throughput and reduce the share of truck traffic versus rail traffic in and around the Port's marine terminals and on regional roadways;
- Facilitating implementation of numerous environmental design strategies to minimize air quality impacts from this facility on surrounding communities.
- Providing substantial economic benefits to the Port, the local community, and the region.
- Complying with and implementing regional land use plans, including the intended reuse of the Oakland Army Base as set forth in the Oakland Base Reuse Authority Final Reuse Plan for the former Oakland Army Base dated July 31, 2002.

Pursuant to Section 7(a)(1) of the Exchange Act, the Commission's staff established procedures for ensuring that (1) lands were not exchanged into the trust until all remedial action necessary to protect human health and the environment with respect to hazardous substances has been completed; or (2) that sufficient liability and implementation measures will be in place at the completion of the exchange to protect the State. Commission staff has reviewed information which provides assurances that any hazardous materials that may exist within the Trust Exchange Parcel will be or have been remediated. That information, on file in the Commission's Sacramento office, consists of: (a) The Final Amendment to Remediation Action Plan, approved by the Department of Toxic Substances Control ("DTSC") and (b) A Finding of Suitability to Transfer by the Department of Defense and A Finding of Suitability to Transfer Amendment #1 (collectively the "FOST") documenting the environmental suitability of the Trust Exchange Parcel for transfer to the Port consistent with the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"). The FOST finds that the Trust Exchange Parcel is suitable for transfer, subject to compliance with the land use covenant and notice and access provisions in the conveyance to the Port. The Department of Defense covenants in the FOST that (a) all remedial action required to

protect human health and the environment with respect to remaining hazardous materials or petroleum releases has been taken prior to transfer and (b) the Department of Defense will, through the Army Reserve, conduct additional remedial action necessary post-transfer, thus confirming that the State and the Port shall not be responsible for any financial costs associated with the remediation of the Trust Exchange Parcel.

There is conflicting evidence that the Trust Exchange Parcel retains a public trust interest. Staff has reviewed appraisals (on file at the Commission's Sacramento Office), title and boundary evidence, case law and other information prepared to analyze the public trust claims and economic values of the Trust Termination Parcels (Granted Lands) and the Trust Exchange Parcel. Staff has reached an independent conclusion regarding the monetary values of these properties based on its analysis, including the above described information. Staff concluded that the economic value of land or interests in land to be received in the Trust Exchange Parcel is equal to or greater than the economic value of the sovereign interests in the Trust Termination Parcels (Granted Lands).

Final Public Trust Configuration

As shown in Exhibit A, the configuration of the lands to be confirmed as the Final Public Trust Parcels and the Public Trust Street Parcels upon completion of the exchange through this Agreement and sale through the companion real estate transaction (a) substantially conforms to the geographic configuration and extent of trust lands shown on the diagram in Section 12 of the Exchange Act, (b) includes all lands within the Oak Street to Ninth Avenue Property that are presently waterward of the line of mean high water as of the effective date of the Exchange Act, and (c) consists of lands suitable to be impressed with the Public Trust and the Granted Lands Trust.

There are some minor changes in the configuration of the Final Public Trust Parcels and the Public Trust Easement Street Parcels from the diagram in the Exchange Act. In the South Park area, the street shown in the diagram is proposed to be extended further out into South Park, providing more public access. Additionally, there is proposed to be additional fill in Clinton Basin for shoreline protection purposes which will have the ancillary benefit of providing additional public access. Further, in the Estuary Park area (located within the Oak to Ninth Property between Oak and Fifth Streets), the street shown in the Exchange Act diagram is now designated as part of the Final Public Trust Parcels, thus increasing the size of the Final Public Trust Parcels. However, these minor changes in the geographic configuration and extent of the Final Public Trust Parcels and Public Trust Easement Street Parcels, in fact, more fully further Public Trust purposes.

Street Layout and Access

As shown in Exhibit A, the final layout of the streets in the Oak Street to Ninth Avenue Property will provide access to the Public Trust Parcels from the Embarcadero and will be consistent with the beneficial use of those parcels.

As mentioned above, in the Estuary Park area, the street shown in the Exchange Act diagram is now designated as Final Public Trust Parcels. Access to the Final Public Trust Parcels within the Estuary Park area currently exists and will continue to exist in the future through the Embarcadero and the Jack London Aquatic Center.

Through the reservation and exercise of the Public Trust Easement in the Public Trust Easement Street Parcels, vertical access will be provided from the Embarcadero via public streets to the shoreline. In addition, continuous lateral public access to the water along the entirety of the Oak Street to Ninth Avenue Property consistent with policies OAK-9, OAK-10, OAK-11, and OAK-12 of the Estuary Plan in effect on June 1, 2004, for the Oak Street to Ninth Avenue Property will be provided.

Implementation and Liability Measures for Hazardous Material

The Commission must find that sufficient liability and implementation measures will be in place upon completion of the exchange. The Port has provided Commission staff certain documents and other information, on file at the Commission's Sacramento Office, describing the liability and implementation measures to which the Port and OHP have agreed in the companion real estate transaction and which will be part of the Agreement. The liability and implementation measures consist of the following:

- Approval of the Approved Response Plan by the Department of Toxics Substances Control;
- OHP's release of the State and the Port from claims;
- OHP's agreement to indemnify the Port and the State;
- OHP's agreement to purchase pollution legal liability and cost cap insurance or fund escrow accounts.
- OHP's agreement to complete the remediation at OHP's sole cost. This obligation is to be secured by the Completion Guaranty.
- OHP's agreement to record a restrictive covenant imposing the obligations as restrictions, covenants, and conditions on the Trust Termination Parcels for the benefit of the Port, the State, and the upland Final Public Trust Parcels and the Public Trust Easement Street Parcels.
- OHP's agreement to record a deed of trust in favor of the Port encumbering the Trust Termination Parcels securing OHP's obligation to deliver the liability measures and implementation measures.
- OHP's agreement to establish the remediation escrow account to provide additional protection against the Port being required to

- incur costs related to the clean-up prior to the date that OHP provides the liability and implementation measures.
- Port's agreement to indemnify the State.

With respect to the Approved Response Plan, DTSC staff and OHP report that they have agreed on the terms to be included in the Approved Response Plan for the Oak to Ninth Property (on file at the Commission's Sacramento Office). Commission staff has reviewed the Response Plan and has no objections to it. Formal approval of the Response Plan by DTSC will occur when the California Land Reuse and Revitalization Act of 2004 ("CLRRA") Agreement and Voluntary Clean-up Agreement between OHP and DTSC have been executed (expected on or before June 30, 2010). Because formal approval of the Response Plan by DTSC may not occur until after the Commission considers the Agreement, staff recommends that should the Commission approve the Agreement its approval be conditioned on the formal approval of the Response Plan by DTSC.

Commission staff believe the liability and implementation measures identified above amount to sufficient protective measures for the upland Final Public Trust Parcels and the Public Trust Easement Street Parcels to insure that the State is protected from liability and responsibility for hazardous material releases and that remediation of the upland Final Public Trust Parcel and the Public Trust Easement Street Parcels will be completed according to the DTSC Approved Response Plan for the Oak Street to Ninth Avenue Property.

Final Public Trust Parcel Improvements

OHP has agreed to the construction of the Public Trust Improvements on the upland Final Public Trust Parcels and the Public Trust Easement Street Parcels, as provided for and specified in the City's entitlements. The improvements will be at OHP's sole cost and consistent with and in support of the Public Trust, the Granted Lands Trust, and the Exchange Act. The improvements will be for preservation, improvement, or enhancement for public uses such as open space, public access, water-related recreation, such as a marinas and boat launch facilities, commercial services to visitors as necessary, such as food service, plant and animal habitat, such as wetlands, and circulation to and along the waterfront, or similar uses, as shown on Exhibit KK to the Agreement (concept plan requiring further design and engineering work). Further, OHP will improve the existing Clinton Basin Marina as outlined in the proposed lease between the Port and OHP, as part of the companion real estate transaction.

As redeveloped and improved, the upland Final Public Trust Parcels and the Public Trust Easement Street Parcels, previously inaccessible to the public, will be developed, as public open space or streets, will include both pedestrian and bicycle access and will serve the Public Trust purposes of open space, access to the shoreline and shoreline circulation. In conjunction with each phase of the project, OHP will provide the Commission's Executive Officer sufficient plans and other information to describe the

scope and character of the Public Trust Improvements to be constructed on the upland Final Public Trust Parcels in each successive phase. Pursuant to the Agreement, the Executive Officer shall review the submittal to determine whether the improvements are consistent with the use restrictions of the Public Trust, the Granted Lands Trust and the Exchange Act. If the Executive Officer determines that the submittal is not consistent, OHP may appeal that determination to the Commission.

Port Approval

The Port approved the proposed Agreement, along with the companion real estate transaction, following a properly noticed public hearing, on February 16, 2010 (Agenda Item C-1).

Best Interests of the State

The Agreement is in the best interests of the State for a variety of reasons including:

- The repair, improvement and enhancement of the Final Public Trust Parcels through the development of a wide variety of open space areas, bike trails, walking and jogging paths, marinas, an aquatic/sailing center, and restaurants.
- Confirmation of the Final Public Trust Parcels as being the legal character of sovereign tide and submerged lands, subject to the Public Trust and the Granted Lands Trust, thereby making these lands subject to the Constitutional prohibition on the alienation of tidelands (California Constitution Article X, Section 3).
- In conjunction with the redevelopment of the Oak Street to Ninth Avenue Property, remediation of hazardous material of the upland Final Public Trust Parcels at the sole cost of OHP.
- As redeveloped and improved, the upland Final Public Trust Parcels and the Public Trust Easement Street Parcels, previously inaccessible to the public, will be developed as public open space or streets, will include both pedestrian and bicycle access and will serve the Public Trust purposes of open space, access to the shoreline and shoreline circulation.
- Acquisition of the Trust Exchange Parcel, which will be useful to and in support of the Port maritime improvement plans and as such consistent with the Public Trust and the Granted Lands Trust.
- Settlement of title and boundary issues.

Staff Recommendation

As described in the preceding paragraphs, the facts support each of the necessary findings the Commission must make. Commission staff and the Attorney General's Office have reviewed the proposed Agreement and believe all necessary legal elements have been met for the Boundary Line and Land Exchange Agreement. Staff therefore recommends that the Commission approve the Oak to Ninth Avenue Boundary Line and Land Exchange Agreement and authorize its execution and the execution and recordation of all documents necessary to implement it.

OTHER PERTINENT INFORMATION:

1. The State, acting by and through the Commission, is authorized under Division 6 of the Public Resources Code, and section 6357 of such code and specifically pursuant to Chapter 542, Statutes of 2004, to enter into the proposed Boundary Line and Land Exchange Agreement.
2. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (Title 14, California Code of Regulations, section 15061), staff has determined that this activity is exempt from the requirements of CEQA as a statutorily exempt project. The project is exempt because it involves settlement of title and boundary problems.

Authority: Public Resources Code Section 21080.11

3. The City of Oakland certified the Environmental Impact Report (EIR) for the Oak Street to Ninth Avenue Project in July of 2006. Subsequently, project opponents challenged the adequacy of the City's EIR. In January 2008, the court identified certain deficiencies in the EIR and suspended all further approvals on the Project pending a further order of the court. In January 2009, the City of Oakland approved several amendments to the EIR and submitted the revised EIR to the court for its review. Shortly thereafter, project opponents filed a new suit against the revised EIR. This second suit was dismissed by the court in May 2009. In August 2009, the court in the first lawsuit accepted the revised EIR, upholding the revised EIR as adequate. In October 2009, project opponents filed a notice of appeal on the Superior Court ruling on the revised EIR. This appeal is now pending before the Court of Appeal, First Appellate District. It is estimated that it will take approximately one year before a hearing and decision by the Court of Appeals on the matter.

EXHIBIT:

- A. Final Configuration/Location and Site Map
- B. Plat of the Agreed Ordinary High Water Mark Location
- C. Trust Exchange Parcel Location and Site Map
- D. Land Description of the Agreed Ordinary High Water Mark
- E. Land Description for Trust Termination Parcels (Granted Lands)
- F. Land Description for Final Public Trust Parcels
- G. Land Description for upland Final Public Trust Parcels
- H. Land Description for Public Trust Easement Street Parcels (Granted Lands)
- I. Land Description for Trust Exchange Parcel
- J. Land Description for Trust Termination Parcels (Granted Lands and After-acquired Lands)
- K. Land Description for Public Trust Easement Street Parcels (Granted Lands and After-acquired Lands)

- L. Land Description for After-acquired Lands
- M. Land Description for Granted Lands
- N. Land Description for Certain Granted Lands and After-acquired Lands to be Confirmed by the State
- O. Land Description for Trust Termination Parcels (After-acquired Lands)
- P. Land Description for Public Trust Easement Street Parcels (After-acquired Lands)

IT IS RECOMMENDED THAT THE COMMISSION:

CEQA FINDING:

Find that the activity is exempt from the requirements of CEQA pursuant to 14 California Code of Regulations 15061 as a statutorily exempt project pursuant to Public Resources Code Section 21080.11, Settlement of Title and Boundary Problems and from the Subdivision Map Act pursuant to Government Code Section 66412(e).

AUTHORIZATION:

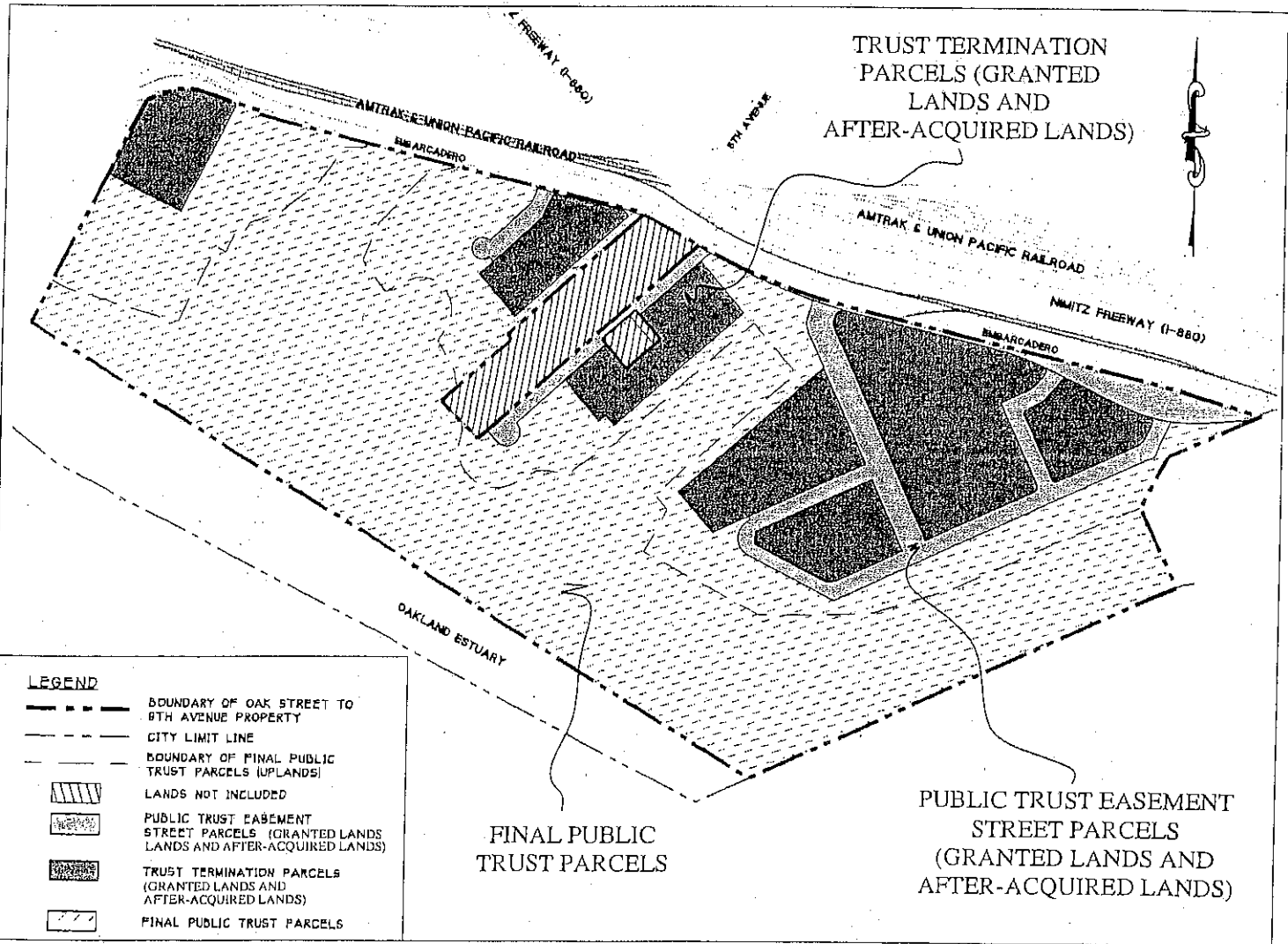
1. Based upon the foregoing, the information contained in the Commission's files and presented at the public meeting on the Boundary Line and Land Exchange Agreement, find that, with respect to the Boundary Line and Land Exchange Agreement:
 - A. The configuration of trust lands within the Oak Street to Ninth Avenue Property upon completion of the exchange and sale meets the requirements of subdivision (j) of Section 4 and includes all lands within the Oak Street to Ninth Avenue Property that are presently waterward of the mean high water line;
 - B. The final layout of streets in the Oak to Ninth Avenue Property will provide access to the Final Public Trust Parcels and be consistent with the beneficial use of the remaining public trust lands;
 - C. The Trust Exchange Parcel will promote the purposes or objectives of the port improvement plans, as applicable, to the extent these purposes or objectives are consistent with the public trust;
 - D. The Trust Exchange Parcel has been selected according to the criteria in paragraph (2) of subdivision (b) of Section 4 of Chapter 542, Statutes of 2004;
 - E. With respect to the exchange as finally configured, the value of the Trust Exchange Parcel to be exchanged into the trust is equal to or greater than the value of the Trust Termination Parcels (Granted Lands);
 - F. The Oak Street to Ninth Avenue Trust Termination Parcels over which the public trust will be terminated have been filled and

- reclaimed, those parcels consisting entirely of dry land lying landward of the present line of mean high water, and are no longer needed or required for the purposes of the public trust and constitute a relatively small portion of the lands originally granted to the city, and that the exchange will not result in substantial interference with public trust uses and purposes, nor with the Oak Street to Ninth Avenue legislative grants;
- G. The proposed exchange is consistent with the Chapter 542, Statutes of 2004;
 - H. Vertical access from public streets to the shoreline and continuous lateral public access to the water along the entirety of the Oak Street to Ninth Avenue property, consistent with policies OAK-9, OAK-10, OAK-11, and OAK-12 of the estuary plan in effect on June 1, 2004, for the Oak Street to Ninth Avenue Property, will be provided;
 - I. The Trust Exchange Parcel and the Final Public Trust Parcels shall be held as lands of the legal character of sovereign tide and submerged lands, subject to the common law Public Trust, the Granted Lands Trust and the terms of Chapter 542, Statutes of 2004;
 - J. No substantial interference with Public Trust uses and purposes shall ensue by virtue of the proposed exchange;
 - K. Sufficient liability and implementation measures will be in place upon completion of the exchange; such finding is conditioned on formal approval of the Response Plan by the Department of Toxic Substances Control;
 - L. The exchange is in the best interests of the statewide public.
 - M. The Port has approved the exchange after holding at least one public hearing.
 - N. The public trust improvements shown on the project map, attached as Exhibit KK to the Agreement, are (a) in conformation with the restrictions set for the in the Exchange Act, the Granted Lands Trust and the Public Trust, and (b) sufficient in scope and character to satisfy any obligations set forth in the Exchange Act to improve the upland Final Public Trust Parcels.
- 2. Approve the terms and procedures regarding selection of the exchange parcel as memorialized in that certain letter between Port of Oakland staff and Commission staff dated January 31, 2007.
 - 3. Approve the land descriptions attached as Exhibits D thru P.
 - 4. Exercise the State's Public Trust Easement rights and interests for purposes of public vehicular, bicycle and pedestrian access to the Final Public Trust Parcels from the Embarcadero in the Public Trust Easement Street Parcels (Granted Lands).

5. Delegate to the Executive Officer the authority to make the initial determination whether each improvement submittal by OHP is consistent with the use restrictions of the Public Trust, the Granted Lands Trust and the Exchange Act.
6. Approve and authorize the execution, acknowledgment, and recordation of the Boundary Line and Land Exchange Agreement and associated deeds and acceptances by the Commission's Executive Officer on behalf of the California State Lands Commission, in substantially the form of the copy of such Agreement on file in the Sacramento Office of the Commission.
7. Authorize and direct staff of the Commission and/or the California Attorney General to take all necessary or appropriate action on behalf of the Commission, including the execution, acknowledgement, acceptance and recordation of all documents as may be necessary or convenient to carry out the Boundary Line and Land Exchange Agreement; and to appear on behalf of the Commission in any legal proceeding relating to the subject matter of the Boundary Line and Land Exchange Agreement.

NO SCALE

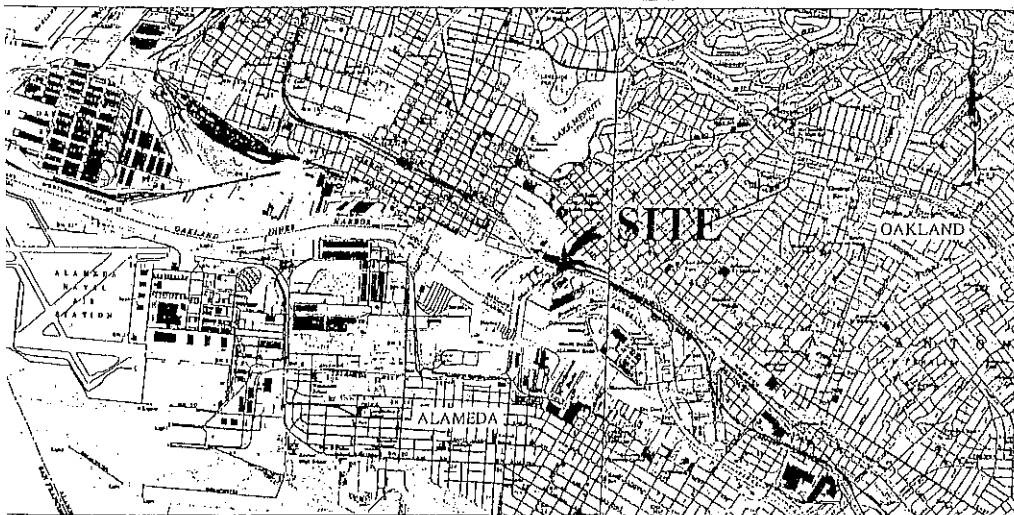
SITE



OAK STREET TO 9TH AVENUE DISTRICT BOUNDARY LINE AND EXCHANGE AGREEMENT FINAL CONFIGURATION

NO SCALE

LOCATION



MAP SOURCE: USGS QUAD

Exhibit A

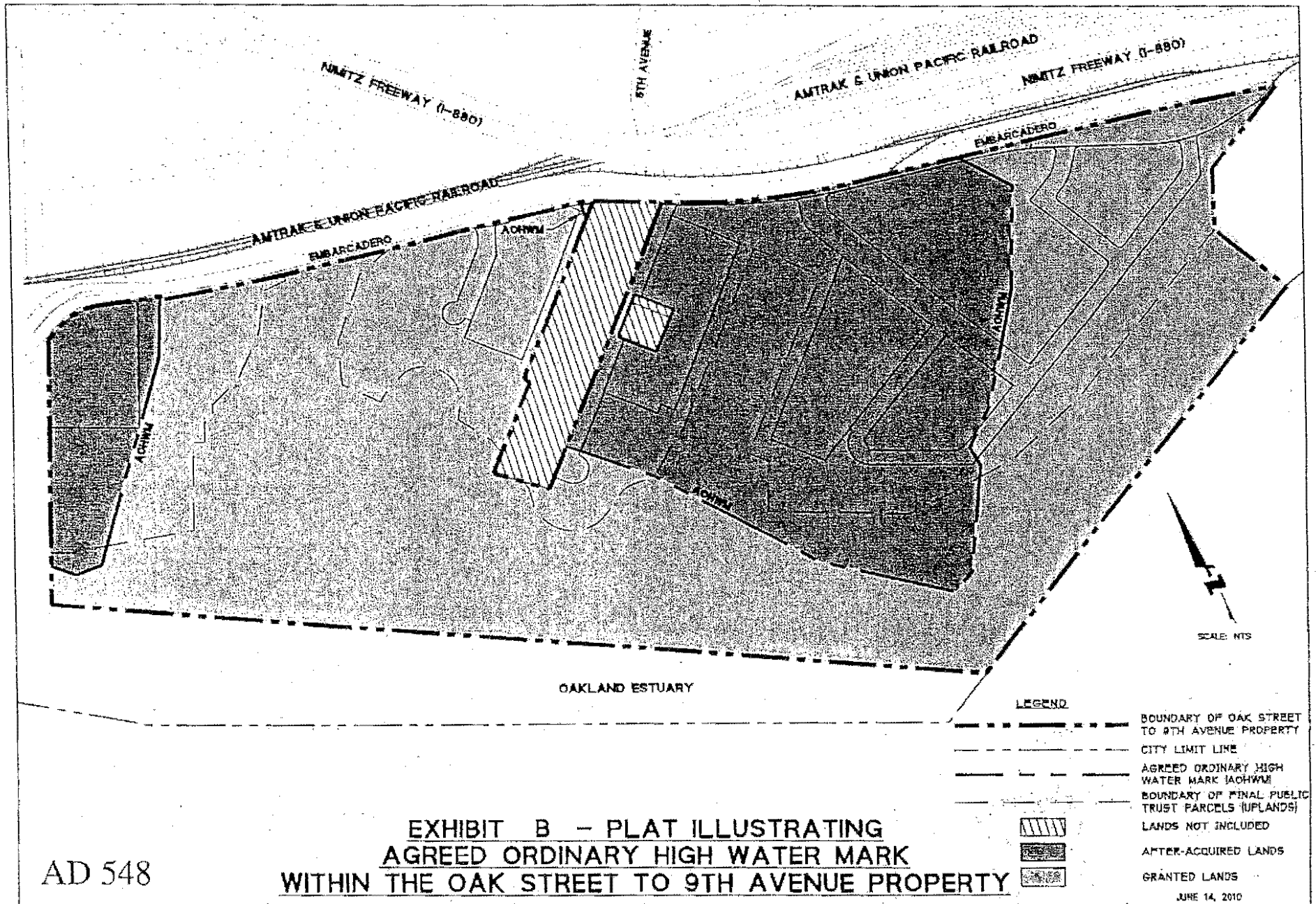
AD 548
CITY OF OAKLAND AND
OAKLAND HARBOR
PARTNERS, LLC
ALAMEDA COUNTY



JWP 06/10

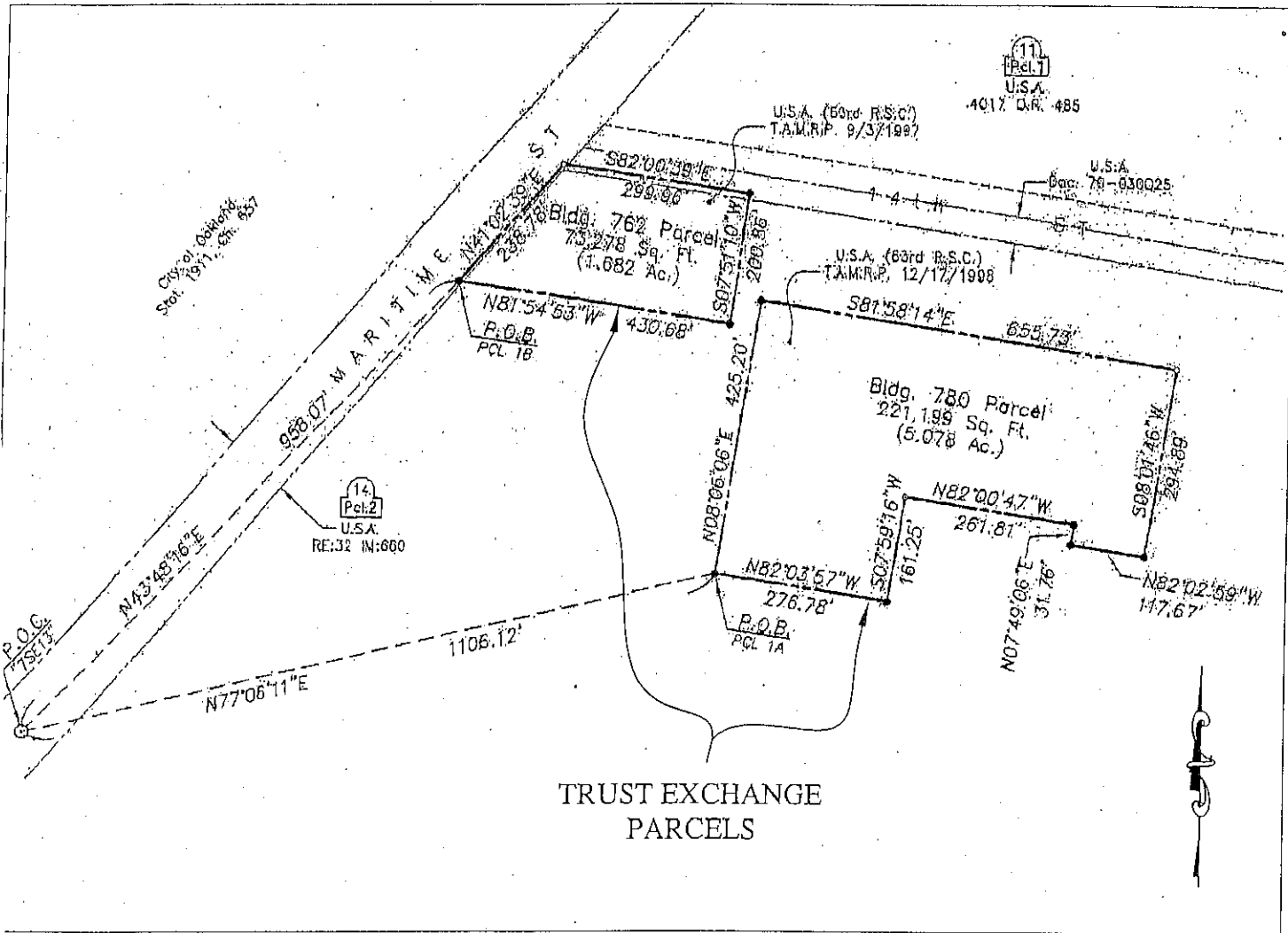
This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

OAK STREET TO 9TH AVENUE DISTRICT BOUNDARY LINE AND EXCHANGE AGREEMENT



Legible copy can be obtained at: Port of Oakland, 530 Water Street, Oakland, CA 94607

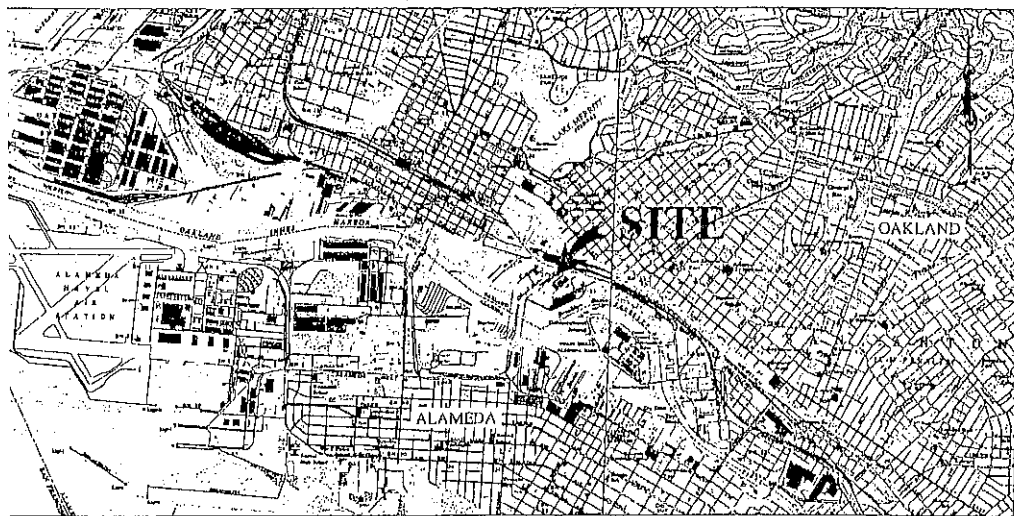
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OAK STREET TO 9TH AVENUE DISTRICT BOUNDARY LINE AND EXCHANGE AGREEMENT TRUST EXCHANGE PARCELS

NO SCALE

LOCATION



MAP SOURCE: USGS QUAD

Exhibit C

AD 548
CITY OF OAKLAND AND
OAKLAND HARBOR
PARTNERS, LLC
ALAMEDA COUNTY



JWP 06/10

is Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

EXHIBIT D

EXHIBIT L
DESCRIPTION OF

AD 548

AGREED ORDINARY HIGH WATER MARK
WITHIN THE OAK STREET TO 9TH AVENUE PROPERTY

Three line segments over land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Segment 1 (Clinton Basin Area)

A portion of the common line between, filled tide, tide and submerged land in the bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey, also being the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 17°51'02" West;

thence along said southerly line of the Embarcadero, along said curve having a radius of 7,326.00 feet, through a central angle of 4°20'54" and an arc length of 555.99 feet;

thence North 76°29'52" West, 566.34 feet to the said common, and the **TRUE POINT OF BEGINNING**;

thence along said common line the following ten (10) courses,
South 34°33'22" East, 208.16 feet;

thence South 28°56'38" West, 362.97 feet;

thence South 38°26'38" West, 409.17 feet;

thence South 52°26'38" West, 164.99 feet;

thence South 2°48'22" East, 72.59 feet;

thence South 32°26'38" West, 362.97 feet;

thence South 65°56'38" West, 89.09 feet;

thence North 50°18'22" West, 481.77 feet;

thence North 34°48'22" West, 624.98 feet;

thence North 43°18'22" West, 319.32 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records and the **POINT OF ENDING**.

Segment 2 (Channel Park Area)

A portion of the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, along said southerly line, South 76°31'20" East, 668.30 feet to said common line, and the **TRUE POINT OF BEGINNING**;

thence along said common line, South 12°41'38" West, 66.36 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records, and the **POINT OF ENDING**.

Segment 3 (Estuary Park Area)

A portion of the common line between, filled tide, tide and submerged land in the bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $82^{\circ}51'11''$ West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence continuing along said northwesterly prolongation, North $76^{\circ}31'20''$ West, 258.45 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 9,532.63 feet, through a central angle of $3^{\circ}07'29''$ and an arc length of 519.88 feet;

thence North $51^{\circ}44'16''$ East, 14.03 feet;

thence North $71^{\circ}20'21''$ West, 20.99 feet to said common line, and the **TRUE POINT OF BEGINNING**;

thence along said common line, South $28^{\circ}41'38''$ West, 213.06 feet;

thence continuing along last said line, South $42^{\circ}56'38''$ West, 745.80 feet;

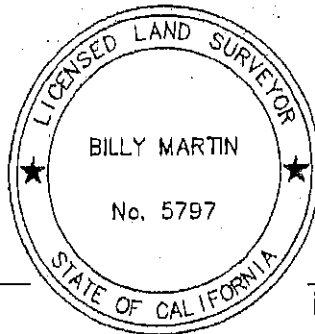
thence continuing along last said line, North $82^{\circ}33'22''$ West, 92.40 feet;

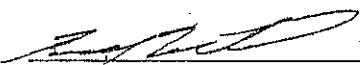
thence continuing along last said line, North $44^{\circ}03'22''$ West, 88.16 feet to the **POINT OF ENDING**.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South $72^{\circ}09'16''$ East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The

two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797


Dated

END OF DESCRIPTION

EXHIBIT E

EXHIBIT V
LAND DESCRIPTION

AD 548

TRUST TERMINATION PARCELS (GRANTED LANDS)

Four parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (S/M)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence South 76°31'20" East, 295.07 feet;

thence South 69°13'14" East, 84.02 feet to the **TRUE POINT OF BEGINNING**;

thence South 78°26'43" East, 210.60 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 512.00 feet, through a central angle of 4°24'30" and an arc length of 39.39 feet;

thence South 40°49'41" East, 39.73 feet;

thence South 49°10'19" West, 555.00 feet;

thence North 40°49'41" West, 208.00 feet;

thence North 49°10'19" East, 297.61 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 25.00 feet, through a central angle of 22°59'41" and an arc length of 10.03 feet;

thence North 26°10'38" East, 85.29 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of $75^{\circ}22'39''$ and an arc length of 19.73 feet to the **TRUE POINT OF BEGINNING**, containing an area of 107,288 square feet or 2.46 acres, more or less.

Parcel 2 (S/D2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983; CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $78^{\circ}53'23''$ West, 366.53 feet;

thence South $65^{\circ}32'30''$ West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South $1^{\circ}06'18''$ East;

thence along said curve having a radius of 398.00 feet, through a central angle of $3^{\circ}18'25''$ and an arc length of 22.97 feet;

thence South $85^{\circ}35'17''$ West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of $20^{\circ}47'36''$, and an arc length of 197.78 feet to a point of cusp with a curve to the right, from which point a radial line, from the curve to the radius point, bears South $16^{\circ}22'53''$ West;

thence southeasterly along said curve having a radius of 18.00 feet, through a central angle of $95^{\circ}33'30''$ and an arc length of 30.02 feet;

thence South $21^{\circ}56'23''$ West, 50.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of $43^{\circ}36'07''$ and an arc length of 53.27 feet;

thence South $65^{\circ}32'30''$ West, 934.64 feet to the **TRUE POINT OF BEGINNING**;

thence South 65°32'30" West, 188.89 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio, as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 52°26'38" East, 87.42 feet;

thence continuing along last said common line, North 38°26'38" East, 116.54 feet;

thence leaving last said common line, South 24°27'30" East, 72.90 feet to the **TRUE POINT OF BEGINNING**, containing an area of 5,652 square feet or 0.13 acres, more or less.

Parcel 3 (S/B2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 337.37 feet to the **TRUE POINT OF BEGINNING**;

thence North 64°19'58" West, 0.77 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence North 76°31'39" West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 34°33'22" East, 182.25 feet;

thence continuing along last said common line, South 28°56'38" West, 362.97 feet;

thence continuing along last said common line, South 38°26'38" West, 188.61 feet;

thence leaving last said common line, South 24°27'30" East, 120.28 feet;

thence North 65°32'30" East, 439.70 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

thence North 24°27'30" West, 331.00 feet;

thence North 65°32'30" East, 110.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of 24°52'28" and an arc length of 30.39 feet;

thence North 40°40'02" East, 52.07 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 105°00'00" and an arc length of 32.99 feet to the **TRUE POINT OF BEGINNING**, containing an area of 147,230 square feet or 3.38 acres, more or less.

Parcel 4 (S/A)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $78^{\circ}53'23''$ West, 366.53 feet;

thence South $65^{\circ}32'30''$ West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South $1^{\circ}06'18''$ East;

thence along said curve having a radius of 398.00 feet, through a central angle of $3^{\circ}18'25''$ and an arc length of 22.97 feet;

thence South $85^{\circ}35'17''$ West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of $20^{\circ}47'36''$ and an arc length of 197.79 feet to the **TRUE POINT OF BEGINNING**;

thence continuing westerly along said curve having a radius of 545.00 feet, through a central angle of $9^{\circ}17'09''$, and an arc length of 88.33 feet;

thence North $64^{\circ}19'58''$ West, 237.98 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of $75^{\circ}00'00''$ and an arc length of 23.56 feet;

thence South $40^{\circ}40'02''$ West, 77.80 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 130.00 feet, through a central angle of $24^{\circ}52'28''$ and an arc length of 56.44 feet;

thence South $65^{\circ}32'30''$ West, 35.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

thence South 24°27'30" East, 256.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

thence North 65°32'30" East, 312.34 feet to the beginning of a tangent curve to the left;

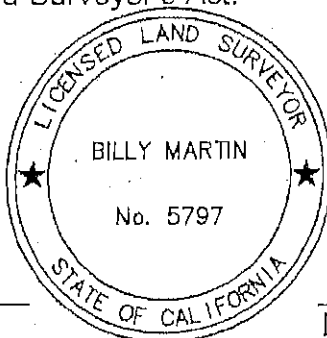
thence along said curve having a radius of 70.00 feet, through a central angle of 43°36'07" and an arc length of 53.27 feet;

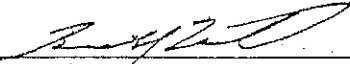
thence North 21°56'23" East, 50.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet to the **TRUE POINT OF BEGINNING**, containing an area of 100,517 square feet or 2.31 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

JUNE 16, 2020
Dated

END OF DESCRIPTION

EXHIBIT F

EXHIBIT D
LAND DESCRIPTION

AD548

FINAL PUBLIC TRUST PARCELS

One parcel of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (T/X)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary and a portion of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the **TRUE POINT OF BEGINNING**;

thence South 76°31'20" East, 295.07 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears South 59°41'43" West;

thence along said curve having a radius of 30.00 feet, through a central angle of 56°28'55" and an arc length of 29.57 feet;

thence South 26°10'38" West, 35.39 feet;

thence South 49°10'19" West, 205.96 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 41°33'29" West;

thence along said curve having a radius of 40.00 feet, through a central angle of 262°23'10" and an arc length of 183.18 feet;

thence South 40°49'41" East, 23.30 feet;

thence South 49°10'19" West, 67.71 feet;

thence South 40°49'41" East, 208.00 feet;

thence North 49°10'19" East, 555.00 feet;

thence North 40°49'41" West, 39.73 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears South 15°57'47" West;

thence along said curve having a radius of 512.00 feet, through a central angle of 8°54'37" and an arc length of 79.62 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said northwesterly line, South 49°10'19" West, 655.33 feet;

thence continuing along last said northwesterly line, South 40°49'41" East, 23.60 feet;

thence continuing along last said northwesterly line, South 49°10'19" West, 343.45 feet to the most westerly corner of said lands of Silveira;

thence along the southerly line of said lands of Silveira, South 46°34'41" East, 195.25 feet to the most southerly corner of said lands;

thence along the southeasterly line said lands of Silveira, North 49°10'19" East, 44.02 feet;

thence leaving last said line, South 40°49'41" East, 53.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 51.00 feet, through a central angle of 180°00'00" and an arc length of 160.22 feet;

thence North 40°49'41" West, 1.00 feet;

thence North 49°10'19" East, 235.41 feet;

thence South 40°49'41" East, 196.00 feet;

thence North 49°10'19" East, 32.00 feet;

thence South 40°49'41" East, 50.00 feet;

thence North 49°10'19" East, 625.00 feet;

thence North 40°49'41" West, 248.00 feet;

thence North $49^{\circ}10'19''$ East, 32.66 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of $69^{\circ}05'43''$ and an arc length of 18.09 feet;

thence South $61^{\circ}43'58''$ East, 68.53 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 1,992.00 feet, through a central angle of $9^{\circ}12'42''$ and an arc length of 320.26 feet to a point of reverse curvature;

thence along said curve having a radius of 15.00 feet, through a central angle of $88^{\circ}43'49''$ and an arc length of 23.23 feet;

thence South $17^{\circ}47'09''$ West, 48.55 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 75.00 feet, through a central angle of $42^{\circ}14'39''$ and an arc length of 55.30 feet;

thence South $24^{\circ}27'30''$ East, 142.89 feet;

thence South $49^{\circ}10'19''$ West, 690.00 feet;

thence South $40^{\circ}49'41''$ East, 196.50 feet;

thence North $65^{\circ}32'30''$ East, 142.44 feet;

thence South $24^{\circ}27'30''$ East, 12.00 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South $24^{\circ}27'30''$ East;

thence along said curve having a radius of 73.00 feet, through a central angle of $128^{\circ}00'00''$ and an arc length of 163.08 feet;

thence South $62^{\circ}27'30''$ East, 351.97 feet;

thence North $65^{\circ}32'30''$ East, 1,284.52 feet;

thence North $21^{\circ}56'23''$ East, 127.14 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of $75^{\circ}08'56''$ and an arc length of 19.67 feet to a point of reverse curvature;

thence along said curve having a radius of 545.00 feet, through a central angle of 11°30'02" and an arc length of 109.39 feet;

thence North 85°35'17" East, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet to the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records;

thence along last said northwesterly line and the southwesterly prolongation thereof, South 65°32'30" West, 328.52 feet;

thence South 26°30'11" West, 208.87 feet to a point on a line perpendicular to the southerly line of the Oakland City limits;

thence southerly along last said line, South 24°28'12" East, 316.70 feet, more or less, to a point on the southerly line of the Oakland City limits;

thence southwesterly along said City Limits line, South 65°31'48" West, 1,699.31 feet, more or less, to a point on the southeasterly prolongation of the easterly 1960 Grant Line, Chapter 15, Statutes of 1960;

thence northwesterly along said southeasterly prolongation, along said line and along the northwesterly prolongation of said line, North 58°23'19" West, 3,166.58 feet, more or less, to a point on the southwesterly prolongation of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence northeasterly along last said southwesterly prolongation and along last said southeasterly line, North 27°24'49" East, 606.74 feet;

thence South 62°35'11" East, 301.35 feet;

thence North 27°24'49" East, 427.29 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 98°45'10" and an arc length of 25.85 feet;

thence South 71°20'21" East, 112.88 feet;

thence South $51^{\circ}44'16''$ West, 14.03 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears North $16^{\circ}36'09''$ East;

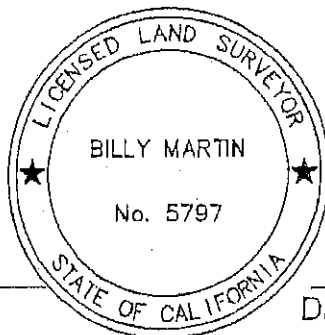
thence along said curve having a radius of 9,532.63 feet, through a central angle of $3^{\circ}07'29''$ and an arc length of 519.88 feet;

thence South $76^{\circ}31'20''$ East, 258.45 feet to the **TRUE POINT OF BEGINNING**, containing an area of 3,822,685 square feet or 87.76 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South $72^{\circ}09'16''$ East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

NOTE: Although entitled "FINAL PUBLIC TRUST PARCELS" the description is of only one parcel.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

June 16, 2010
Dated

END OF DESCRIPTION

EXHIBIT G

EXHIBIT D-1 LAND DESCRIPTION

AD548

FINAL PUBLIC TRUST PARCELS (UPLANDS)

Those certain parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (T/W)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary and a portion of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease Boundary, South 65°32'30" West, 36.61 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along said line and its southwesterly prolongation, South 65°32'30" West, 328.52 feet;

thence South 26°30'11" West, 208.87 feet;

thence South 67°12'12" West, 242.09 feet;

thence South 65°40'44" West, 503.12 feet;

thence South 73°29'06" West, 317.84 feet;

thence South 88°11'55" West, 188.99 feet;
thence North 89°38'27" West, 218.96 feet;
thence North 61°40'04" West, 481.14 feet;
thence North 28°43'59" East, 173.04 feet;
thence North 40°49'41" West, 71.80 feet;
thence North 49°10'19" East, 673.87 feet;
thence North 40°49'41" West, 240.00 feet;
thence South 49°10'19" West, 675.00 feet;
thence South 65°54'30" West, 28.68 feet;
thence South 62°29'58" West, 20.70 feet;
thence South 55°10'57" West, 146.59 feet;
thence North 80°40'53" West, 76.80 feet to the beginning of a tangent curve to the left;
thence along said curve having a radius of 92.97 feet, through a central angle of 38°20'45" and an arc length of 62.22 feet;
thence South 60°58'22" West, 68.30 feet to the beginning of a tangent curve to the right;
thence along said curve having a radius of 146.77 feet, through a central angle of 117°22'03" and an arc length of 300.65 feet;
thence North 12°51'29" East, 69.26 feet;
thence North 9°08'32" West, 32.90 feet to the southwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;
thence along last said southwesterly line, South 46°34'41" East, 90.57 feet to the most southerly corner of said lands described in last said deed;
thence along the southeasterly line of last said lands, North 49°10'19" East, 44.02 feet;

thence South $40^{\circ}49'41''$ East, 53.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 51.00 feet, through a central angle of $180^{\circ}00'00''$ and an arc length of 160.22 feet;

thence North $40^{\circ}49'41''$ West, 1.00 feet;

thence North $49^{\circ}10'19''$ East, 235.41 feet;

thence South $40^{\circ}49'41''$ East, 196.00 feet;

thence North $49^{\circ}10'19''$ East, 32.00 feet;

thence South $40^{\circ}49'41''$ East, 50.00 feet;

thence North $49^{\circ}10'19''$ East, 625.00 feet;

thence North $40^{\circ}49'41''$ West, 248.00 feet;

thence North $49^{\circ}10'19''$ East, 32.66 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of $69^{\circ}05'43''$ and an arc length of 18.09 feet;

thence South $61^{\circ}43'58''$ East, 68.53 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 1,992.00 feet, through a central angle of $9^{\circ}12'42''$ and an arc length of 320.26 feet to a point of reverse curvature;

thence along said curve having a radius of 15.00 feet, through a central angle of $88^{\circ}43'49''$ and an arc length of 23.23 feet;

thence South $17^{\circ}47'09''$ West, 48.55 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 75.00 feet, through a central angle of $42^{\circ}14'39''$ and an arc length of 55.30 feet;

thence South $24^{\circ}27'30''$ East, 142.89 feet;

thence South $49^{\circ}10'19''$ West, 690.00 feet;

thence South $40^{\circ}49'41''$ East, 196.50 feet;

thence North 65°32'30" East, 142.44 feet;

thence South 24°27'30" East, 12.00 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 24°27'30" East;

thence along said curve having a radius of 73.00 feet, through a central angle of 128°00'00" and an arc length of 163.08 feet;

thence South 62°27'30" East, 351.97 feet;

thence North 65°32'30" East, 1,284.52 feet;

thence North 21°56'23" East, 127.14 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of 75°08'56" and an arc length of 19.67 feet to a point of reverse curvature;

thence along said curve having a radius of 545.00 feet, through a central angle of 11°30'02" and an arc length of 109.39 feet;

thence North 85°35'17" East, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet to the **TRUE POINT OF BEGINNING**, containing an area of 564,525 square feet or 12.96 acres, more or less.

Parcel 2 (T/Y)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary and a portion of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence North 76°31'20" West, 258.45 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 00°39'15" and an arc length of 108.84 feet to the **TRUE POINT OF BEGINNING**;

thence South 14°07'55" West, 18.98 feet;

thence North 88°42'49" West, 81.79 feet;

thence South 32°45'50" West, 50.04 feet;

thence South 35°54'12" West, 102.54 feet;

thence South 50°56'18" West, 176.73 feet;

thence South 72°16'27" West, 119.77 feet;

thence South 26°52'39" West, 28.71 feet;

thence North 62°36'54" West, 28.62 feet;

thence South 27°26'23" West, 102.54 feet;

thence North 62°34'50" West, 39.95 feet;

thence South 27°23'42" West, 304.64 feet;

thence North 73°21'04" West, 424.79 feet;

thence North 62°35'11" West, 62.33 feet to a point on the southwesterly prolongation of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence northeasterly along last said southwesterly prolongation and along last said southeasterly line, North 27°24'49" East, 435.62 feet;

thence South 62°35'11" East, 301.35 feet;

thence North 27°24'49" East, 427.29 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 98°45'10" and an arc length of 25.85 feet;

thence South 71°20'21" East, 112.88 feet;

thence South 51°44'16" West, 14.03 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears North 16°36'09" East;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 2°28'14" and an arc length of 411.04 feet to the **TRUE POINT OF BEGINNING**, containing an area of 359,584 square feet or 8.25 acres, more or less.

Parcel 3 (T/Z)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary and a portion of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the **TRUE POINT OF BEGINNING**;

thence South 76°31'20" East, 295.07 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears South 59°41'43" West;

thence along said curve having a radius of 30.00 feet, through a central angle of 56°28'55" and an arc length of 29.57 feet;

thence South 26°10'38" West, 35.39 feet;

thence South 49°10'19" West, 205.96 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 41°33'29" West;

thence along said curve having a radius of 40.00 feet, through a central angle of $262^{\circ}23'10''$ and an arc length of 183.18 feet;

thence South $40^{\circ}49'41''$ East, 23.30 feet;

thence South $49^{\circ}10'19''$ West, 67.71 feet;

thence South $40^{\circ}49'41''$ East, 208.00 feet;

thence North $49^{\circ}10'19''$ East, 555.00 feet;

thence North $40^{\circ}49'41''$ West, 39.73 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears South $15^{\circ}57'47''$ West;

thence southeasterly along said curve having a radius of 512.00 feet, through a central angle of $08^{\circ}54'37''$ and an arc length of 79.62 feet;

thence South $49^{\circ}10'19''$ West, 655.33 feet;

thence South $40^{\circ}49'41''$ East, 23.60 feet;

thence South $49^{\circ}10'19''$ West, 268.67 feet;

thence North $9^{\circ}08'32''$ West, 60.54 feet;

thence North $30^{\circ}09'25''$ West, 129.33 feet;

thence North $34^{\circ}14'40''$ East, 65.67 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears North $62^{\circ}15'09''$ West;

thence along said curve having a radius of 119.81 feet, through a central angle of $124^{\circ}39'57''$ and an arc length of 260.69 feet;

thence South $69^{\circ}36'27''$ West, 91.23 feet;

thence South $59^{\circ}44'47''$ West, 42.53 feet;

thence North $37^{\circ}46'31''$ West, 142.15 feet;

thence North $22^{\circ}49'03''$ East, 149.66 feet;

thence North $45^{\circ}41'32''$ East, 191.87 feet;

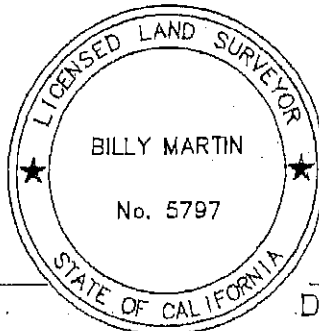
thence North $44^{\circ}32'05''$ East, 54.58 feet;

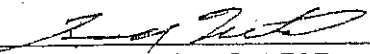
thence North 76°51'25" East, 109.64 feet;

thence North 80°40'23" East, 26.50 feet to the **TRUE POINT OF BEGINNING**,
containing an area of 265,285 square feet or 6.09 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

June 16, 2010
Dated

END OF DESCRIPTION

EXHIBIT H

EXHIBIT BB
LAND DESCRIPTION

AD 548

PUBLIC TRUST EASEMENT STREET PARCELS (GRANTED LANDS)

Five parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (T/R2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey, said intersection being the **TRUE POINT OF BEGINNING**;

thence along last said northwesterly line of Homewood Suites Lease Boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence North 76°31'39" West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 34°33'22" West, 25.91 feet to the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said southerly line, South 76°29'52" East, 566.34 feet to the beginning of a tangent curve to the right;

thence continuing along last said southerly line, along said curve having a radius of 7,326.00 feet, through a central angle of 4°20'54" and an arc length of 555.99 feet to the **TRUE POINT OF BEGINNING**, containing an area of 72,657 square feet or 1.67 acres, more or less.

Parcel 2 (T/T2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease Boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the

Parcel 2 (T/T2) (continued)

left, from which point a radial line, from the curve to the radius point, bears South $1^{\circ}06'18''$ East;

thence along said curve having a radius of 398.00 feet, through a central angle of $3^{\circ}18'25''$ and an arc length of 22.97 feet;

thence South $85^{\circ}35'17''$ West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of $11^{\circ}30'02''$ and an arc length of 109.39 feet to the **TRUE POINT OF BEGINNING**, said point also being a point of reverse curvature;

thence along said curve having a radius of 15.00 feet, through a central angle of $75^{\circ}08'56''$ and an arc length 19.67 feet;

thence South $21^{\circ}56'23''$ West, 127.14 feet;

thence South $65^{\circ}32'30''$ West, 1,261.28 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North $2^{\circ}48'22''$ West, 47.04 feet;

thence continuing along last said common line, North $52^{\circ}26'38''$ East, 77.57 feet;

thence North $65^{\circ}32'30''$ East, 188.89 feet;

thence North $24^{\circ}27'30''$ West, 72.90 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North $38^{\circ}26'38''$ East, 104.02 feet;

thence South $24^{\circ}27'30''$ East, 120.28 feet;

thence North $65^{\circ}32'30''$ East, 439.70 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of $90^{\circ}00'00''$ and an arc length of 23.56 feet;

Parcel 2 (T/T2) (continued)

thence North $24^{\circ}27'30''$ West, 331.00 feet;

thence North $65^{\circ}32'30''$ East, 110.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of $24^{\circ}52'28''$ and an arc length of 30.39 feet;

thence North $40^{\circ}40'02''$ East, 52.07 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of $105^{\circ}00'00''$ and an arc length of 32.99 feet to a point of cusp;

thence South $64^{\circ}19'58''$ East, 99.39 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears South $25^{\circ}40'02''$ West;

thence westerly along said curve having a radius of 18.00 feet, through a central angle of $75^{\circ}00'00''$ and an arc length of 23.56 feet;

thence South $40^{\circ}40'02''$ West, 77.80 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 130.00 feet, through a central angle of $24^{\circ}52'28''$ and an arc length of 56.44 feet;

thence South $65^{\circ}32'30''$ West, 35.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of $90^{\circ}00'00''$ and an arc length of 23.56 feet;

thence South $24^{\circ}27'30''$ East, 256.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of $90^{\circ}00'00''$ and an arc length of 23.56 feet;

thence North $65^{\circ}32'30''$ East, 312.34 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of $43^{\circ}36'07''$ and an arc length of 53.27 feet;

Parcel 2 (T/T2) (continued)

thence North 21°56'23" East, 50.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears North 16°22'53" East;

thence easterly along said curve having a radius of 545.00 feet, through a central angle of 9°17'34" and an arc length of 88.39 feet to the **TRUE POINT OF BEGINNING**, containing an area of 122,907 square feet or 2.82 acres, more or less.

Parcel 3 (T/U2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, along said line, South 76°31'20" East, 683.45 feet;

thence continuing along said southerly line, South 61°43'52" East, 262.27 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southeasterly line, South 49°10'19" West, 911.59 to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and being the **TRUE POINT OF BEGINNING**;

thence along last said common line, South 43°18'22" East, 52.05 feet;

thence South 49°10'19" West, 14.45 feet;

thence South 40°49'41" East, 1.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 51.00 feet, through a central angle of 180°00'00" and an arc length of 160.22 feet;

thence North 40°49'41" West, 53.00 to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southeasterly line, North 49°10'19" East, 114.19 feet to the **TRUE POINT OF BEGINNING**, containing an area of 10,184 square feet or 0.23 acres, more or less.

Parcel 4 (T/V)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation of the southerly line of said Embarcadero, South 76°31'20" East, 295.07 feet to the **TRUE POINT OF BEGINNING**;

thence South 69°13'14" East, 84.02 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears South 11°33'17" West;

thence southwesterly along said curve having a radius of 15.00 feet, through a

central angle of 75°22'39" and an arc length of 19.73 feet;

thence South 26°10'38" West, 85.29 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 25.00 feet, through a central angle of 22°59'41" and an arc length of 10.03 feet;

thence South 49°10'19" West, 229.90 feet;

thence North 40°49'41" West, 23.30 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears North 40°49'41" West;

thence along said curve having a radius of 40.00 feet, through a central angle of 262°23'10" and an arc length of 183.18 feet;

thence North 49°10'19" East, 205.96 feet;

thence North 26°10'38" East, 35.39 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 30.00 feet, through a central angle of 56°28'55" and an arc length of 29.57 feet to the **TRUE POINT OF BEGINNING**, containing an area of 25,068 square feet or 0.58 acres, more or less.

Parcel 5 (T/S1)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation of the southerly line of said Embarcadero, South 76°31'20" East, 295.07 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along last said northwesterly prolongation and along said southerly line of the Embarcadero, South 76°31'20" East, 373.23 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 12°41'38" West, 7.13 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 20°28'09" West;

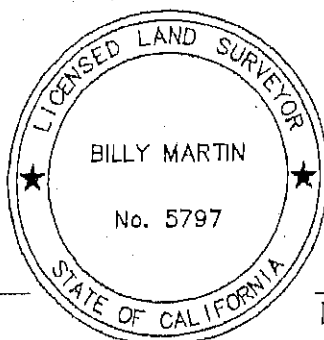
thence northwesterly along said curve having a radius of 512.00 feet, through a central angle of 8°54'52" and an arc length of 79.66 feet;

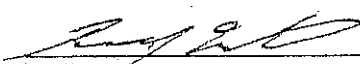
thence North 78°26'43" West, 210.60 feet;

thence North 69°13'14" West, 84.02 feet to the **TRUE POINT OF BEGINNING**, containing an area of 2,293 square feet or 0.05 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

JUN 16, 2010
Dated

END OF DESCRIPTION

EXHIBIT I

Legal Description
Building 762 Parcel
Former Oakland Army Base

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

A portion of that Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded February 15, 1979 as Document 79-030025, in the Office of the Recorder of said Alameda County (hereinafter referred to as Doc. 79-030025); A portion of the Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County herein after referred to as Reel 032, Image 660) all of which being the "Parcel Encompassing Building 762" as described in that certain unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd RSC, dated September 3, 1997 (herein after referred to as the Building 762 Parcel), and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 78E13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Record of Surveys, at Pages 50-60, Alameda County Official Records;

Thence, North 43°48'16" East, 958.07 feet to the most western corner of said Building 762 Parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671", being the **POINT OF BEGINNING**;

Thence, along the northwest, northeast, southeast and southwest lines of said Building 762 Parcel the following four courses:

- 1) North 41°02'39" East, 238.78 feet to the most northern corner of said parcel;
- 2) South 82°00'39" East, 299.96 feet to the most eastern corner of said parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671";

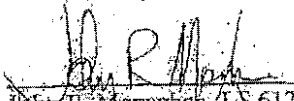
3) South $07^{\circ}51'10''$ West, 200.86 feet to the most southern corner of said parcel, said corner being marked by a $5/8''$ rebar with plastic cap stamped "LS 5671".

4) North $81^{\circ}54'33''$ West, 480.68 feet to the POINT OF BEGINNING, containing 73,278 square feet (1.682 acres) more or less, measured in ground distances.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 17 of Record of Surveys, Pages 50-60, Alameda County Records, unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in October 3, 2005.


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

10/3/05
Date



Legal Description
Building 780 Parcel
Former Oakland Army Base

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

A portion of that certain Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197), being Parcel B as described in that unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd RSC, dated December 17, 1998 (hereinafter referred to as the Building 780 Parcel), and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 75E13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-1-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Record of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North $77^{\circ}06'11''$ East 1106.11 feet to the most western corner of said Building 780 Parcel, said corner being marked by a bolt and washer stamped "LS 6379", being the **POINT OF BEGINNING** of Parcel 1A;

Thence along the northwest, northeast, southeast and southwest lines of said Building 780 Parcel the following eight courses:

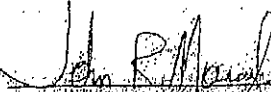
- 1) North $8^{\circ}06'06''$ East, 425.20 feet to the most northern corner of said parcel, said corner being marked by a concrete nail and shiner stamped "LS 6379";
- 2) South $81^{\circ}58'14''$ East, 655.73 feet to the most eastern corner of said parcel;
- 3) South $8^{\circ}01'46''$ West, 294.89 feet to the southeast corner of said parcel, said corner being marked by a pipe and plug stamped "LS 6379";
- 4) North $82^{\circ}02'59''$ West, 117.67 feet to an angle point in said southwest line, said angle point being marked by a pipe and plug stamped "LS 6379";
- 5) North $7^{\circ}49'06''$ East, 31.76 feet to an angle point in said southwest line, said angle point being marked by a pipe and plug stamped "LS 6379";
- 6) North $82^{\circ}00'47''$ West, 261.81 feet to an angle point in said southwest line;

7) South $7^{\circ}59'16''$ West, 161.25 feet to an angle point in said southwest line, said angle point being marked by a 2.5" brass disk and bolt stamped "LS 6379";

8) North $82^{\circ}09'57''$ West, 276.78 feet to the POINT OF BEGINNING, containing 221,199 square feet (5.078 acres) more or less, measured in ground distances.

End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in October, 2005.


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

10/3/05
Date

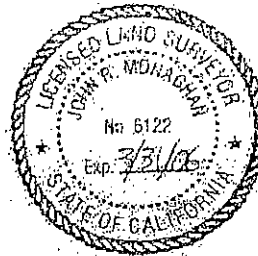


EXHIBIT J

EXHIBIT E
LAND DESCRIPTION

AD 548

TRUST TERMINATION PARCELS

Nine parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (S/A)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 20°47'36" and an arc length of 197.79 feet to the **TRUE POINT OF BEGINNING**;

thence continuing westerly along said curve having a radius of 545.00 feet, through a central angle of 9°17'09", and an arc length of 88.33 feet;

thence North 64°19'58" West, 237.98 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 75°00'00" and an arc length of 23.56 feet;

thence South 40°40'02" West, 77.80 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 130.00 feet, through a central angle of 24°52'28" and an arc length of 56.44 feet;

thence South 65°32'30" West, 35.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

thence South 24°27'30" East, 256.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

thence North 65°32'30" East, 312.34 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of 43°36'07" and an arc length of 53.27 feet;

thence North 21°56'23" East, 50.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet to the **TRUE POINT OF BEGINNING**, containing an area of 100,517 square feet or 2.31 acres, more or less.

Parcel 2 (S/B2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S. No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South $65^{\circ}32'30''$ West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South $1^{\circ}06'18''$ East;

thence along said curve having a radius of 398.00 feet, through a central angle of $3^{\circ}18'25''$ and an arc length of 22.97 feet;

thence South $85^{\circ}35'17''$ West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of $30^{\circ}04'45''$ and an arc length of 286.11 feet;

thence North $64^{\circ}19'58''$ West, 337.37 feet to the **TRUE POINT OF BEGINNING**;

thence North $64^{\circ}19'58''$ West, 0.77 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of $12^{\circ}11'41''$ and an arc length of 206.88 feet;

thence North $76^{\circ}31'39''$ West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South $34^{\circ}33'22''$ East, 182.25 feet;

thence continuing along last said common line, South $28^{\circ}56'38''$ West, 362.97 feet;

thence continuing along last said common line, South $38^{\circ}26'38''$ West, 188.61 feet;

thence leaving last said common line, South $24^{\circ}27'30''$ East, 120.28 feet;

thence North $65^{\circ}32'30''$ East, 439.70 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of $90^{\circ}00'00''$ and an arc length of 23.56 feet;

thence North $24^{\circ}27'30''$ West, 331.00 feet;

thence North $65^{\circ}32'30''$ East, 110.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of 24°52'28" and an arc length of 30.39 feet;

thence North 40°40'02" East, 52.07 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 105°00'00" and an arc length of 32.99 feet to the **TRUE POINT OF BEGINNING**, containing an area of 147,230 square feet or 3.38 acres, more or less.

Parcel 3 (S/D2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 20°47'36", and an arc length of 197.78 feet to a point of cusp with a curve to the right, from which point a radial line, from the curve to the radius point, bears South 16°22'53" West;

thence southeasterly along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet;

thence South 21°56'23" West, 50.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of 43°36'07" and an arc length of 53.27 feet;

thence South 65°32'30" West, 934.64 feet to the **TRUE POINT OF BEGINNING**;

thence South 65°32'30" West, 188.89 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 52°26'38" East, 87.42 feet;

thence continuing along last said common line, North 38°26'38" East, 116.54 feet;

thence leaving last said common line, South 24°27'30" East, 72.90 feet to the **TRUE POINT OF BEGINNING**, containing an area of 5,652 square feet or 0.13 acres, more or less.

Parcel 4 (S/M)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence South 76°31'20" East, 295.07 feet;

thence South 69°13'14" East, 84.02 feet to the **TRUE POINT OF BEGINNING**;

thence South 78°26'43" East, 210.60 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 512.00 feet, through a central angle of 4°24'30" and an arc length of 39.39 feet;

thence South 40°49'41" East, 39.73 feet;

thence South 49°10'19" West, 555.00 feet;

thence North 40°49'41" West, 208.00 feet;

thence North 49°10'19" East, 297.61 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 25.00 feet, through a central angle of 22°59'41" and an arc length of 10.03 feet;

thence North 26°10'38" East, 85.29 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of 75°22'39" and an arc length of 19.73 feet to the **TRUE POINT OF BEGINNING**, containing an area of 107,288 square feet or 2.46 acres, more or less.

Parcel 5 (P/B1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $78^{\circ}53'23''$ West, 366.53 feet;

thence South $65^{\circ}32'30''$ West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South $1^{\circ}06'18''$ East;

thence along said curve having a radius of 398.00 feet, through a central angle of $3^{\circ}18'25''$ and an arc length of 22.97 feet;

thence South $85^{\circ}35'17''$ West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of $20^{\circ}47'36''$ and an arc length of 197.79 feet to a point of cusp with a curve to the right, from which point a radial line, from the curve to the radius point, bears South $16^{\circ}22'53''$ West;

thence southeasterly along said curve having a radius of 18.00 feet, through a central angle of $95^{\circ}33'30''$ and an arc length of 30.02 feet;

thence South $21^{\circ}56'23''$ West, 50.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of $43^{\circ}36'07''$ and an arc length of 53.27 feet;

thence South $65^{\circ}32'30''$ West, 1,123.54 feet to the **TRUE POINT OF BEGINNING**, said point also being a point on the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence leaving last said common line, South $65^{\circ}32'30''$ West, 68.99 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of $52^{\circ}00'00''$ and an arc length of 63.53 feet;

thence North $62^{\circ}27'30''$ West, 277.54 feet;

thence North 1°32'30" East, 44.94 feet;

thence North 65°32'30" East, 464.21 feet;

thence South 24°27'30" East, 213.10 feet to a point on the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 38°26'38" West, 116.54 feet;

thence continuing along last said common line, South 52°26'38" West, 87.42 feet to the **TRUE POINT OF BEGINNING**, containing an area of 108,617 square feet or 2.49 acres, more or less.

Parcel 7 (P/H)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 20°47'36" and an arc length of 197.79 feet to a point of cusp, with a curve to the right, from which point a radial line, from the curve to the radius point, bears South 16°22'53" West;

thence southeasterly along said curve having a radius of 18.00 feet, through a central angle of $95^{\circ}33'30''$ and an arc length of 30.02 feet;

thence South $21^{\circ}56'23''$ West, 50.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of $43^{\circ}36'07''$ and an arc length of 53.27 feet;

thence South $65^{\circ}32'30''$ West, 934.64 feet;

thence North $24^{\circ}27'30''$ West, 346.00 feet to the **TRUE POINT OF BEGINNING**;

thence South $65^{\circ}32'30''$ West, 606.65 feet;

thence North $40^{\circ}49'41''$ West, 196.50 feet;

thence North $49^{\circ}10'19''$ East, 690.00 feet;

thence South $24^{\circ}27'30''$ East, 383.00 feet to the **TRUE POINT OF BEGINNING**, containing an area of 183,968 square feet or 4.22 acres, more or less.

Parcel 8 (P/K)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $82^{\circ}51'11''$ West, 544.09 feet;

thence South $76^{\circ}31'20''$ East, 683.45 feet;

thence South $61^{\circ}43'52''$ East, 262.27 feet;

thence South $55^{\circ}12'41''$ East, 61.58 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South $28^{\circ}16'02''$ West;

thence along said curve having a radius of 15.00 feet, through a central angle of 69°05'43" and an arc length of 18.09 feet;

thence South 49°10'19" West, 32.66 feet to the **TRUE POINT OF BEGINNING**;

thence South 40°49'41" East, 248.00 feet;

thence South 49°10'19" West, 625.00 feet;

thence North 40°49'41" West, 50.00 feet;

thence South 49°10'19" West, 32.00 feet;

thence North 40°49'41" West, 198.00 feet;

thence North 49°10'19" East, 200.00 feet to the southwesterly line of the land described in that certain Grant Deed recorded on December 13, 1979 as Document Number 79-252704, Official Records Alameda County;

thence along last said southwesterly line, South 40°49'41" East 116.56 feet, to the most southerly corner of said land described in said Document Number 79-252704;

thence along the southeasterly line of said land described in said Document Number 79-252704 and the southeasterly line of the parcel described as "(B)" in the Quitclaim Deed to Fred H. Slater and Virginia Slater, recorded on January 18, 1946 in Book 4832 of Official Records at page 53, Alameda County Records, North 49°10'19" East 160.00 feet to the most easterly corner of said parcel "(B)";

thence along the northeasterly line of said parcel "(B)", North 40°49'41" West, 116.56 feet;

thence North 49°10'19" East, 297.00 feet to the **TRUE POINT OF BEGINNING**, containing an area of 142,687 square feet or 3.28 acres, more or less.

Parcel 9 (P/N)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence North 76°31'20" West, 258.45 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 3°07'29" and an arc length of 519.88 feet;

thence North 51°44'16" East, 14.03 feet;

thence North 71°20'21" West, 112.88 feet to the **TRUE POINT OF BEGINNING**;

thence North 71°20'21" West, 122.15 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 200.00 feet, through a central angle of 42°30'25" and an arc length of 148.38 feet;

thence South 66°09'14" West, 60.37 feet to the northeasterly projection of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence along said northeasterly projection and said line, South 27°24'49" West, 303.93 feet;

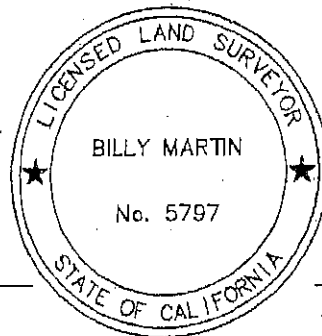
thence South 62°35'11" East, 301.35 feet;

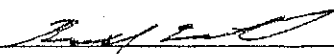
thence North 27°24'49" East, 427.29 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 98°45'10" and an arc length of 25.85 feet to the **TRUE POINT OF BEGINNING**, containing an area of 122,169 square feet or 2.80 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

JUNE 16, 2010
Dated

END OF DESCRIPTION

EXHIBIT K

EXHIBIT F
LAND DESCRIPTION

AD 548

PUBLIC TRUST EASEMENT STREET PARCELS

Nine parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (T/R2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey, said intersection being the **TRUE POINT OF BEGINNING**;

thence along last said northwesterly line of Homewood Suites Lease Boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of $12^{\circ}11'41''$ and an arc length of 206.88 feet;

thence North $76^{\circ}31'39''$ West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North $34^{\circ}33'22''$ West, 25.91 feet to the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said southerly line, South $76^{\circ}29'52''$ East, 566.34 feet to the beginning of a tangent curve to the right;

thence continuing along last said southerly line, along said curve having a radius of 7,326.00 feet, through a central angle of $4^{\circ}20'54''$ and an arc length of 555.99 feet to the **TRUE POINT OF BEGINNING**, containing an area of 72,657 square feet or 1.67 acres, more or less.

Parcel 2 (T/T2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $78^{\circ}53'23''$ West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease Boundary, South $65^{\circ}32'30''$ West, 36.61 feet to the beginning of a non-tangent curve to the

Parcel 2 (T/T2) (continued)

left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 11°30'02" and an arc length of 109.39 feet to the **TRUE POINT OF BEGINNING**, said point also being a point of reverse curvature;

thence along said curve having a radius of 15.00 feet, through a central angle of 75°08'56" and an arc length 19.67 feet;

thence South 21°56'23" West, 127.14 feet;

thence South 65°32'30" West, 1,261.28 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 2°48'22" West, 47.04 feet;

thence continuing along last said common line, North 52°26'38" East, 77.57 feet;

thence North 65°32'30" East, 188.89 feet;

thence North 24°27'30" West, 72.90 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 38°26'38" East, 104.02 feet;

thence South 24°27'30" East, 120.28 feet;

thence North 65°32'30" East, 439.70 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

Parcel 2 (T/T2) (continued)

thence North $24^{\circ}27'30''$ West, 331.00 feet;

thence North $65^{\circ}32'30''$ East, 110.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of $24^{\circ}52'28''$ and an arc length of 30.39 feet;

thence North $40^{\circ}40'02''$ East, 52.07 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of $105^{\circ}00'00''$ and an arc length of 32.99 feet to a point of cusp;

thence South $64^{\circ}19'58''$ East, 99.39 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears South $25^{\circ}40'02''$ West;

thence westerly along said curve having a radius of 18.00 feet, through a central angle of $75^{\circ}00'00''$ and an arc length of 23.56 feet;

thence South $40^{\circ}40'02''$ West, 77.80 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 130.00 feet, through a central angle of $24^{\circ}52'28''$ and an arc length of 56.44 feet;

thence South $65^{\circ}32'30''$ West, 35.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of $90^{\circ}00'00''$ and an arc length of 23.56 feet;

thence South $24^{\circ}27'30''$ East, 256.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of $90^{\circ}00'00''$ and an arc length of 23.56 feet;

thence North $65^{\circ}32'30''$ East, 312.34 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of $43^{\circ}36'07''$ and an arc length of 53.27 feet;

Parcel 2 (T/T2) (continued)

thence North $21^{\circ}56'23''$ East, 50.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of $95^{\circ}33'30''$ and an arc length of 30.02 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears North $16^{\circ}22'53''$ East;

thence easterly along said curve having a radius of 545.00 feet, through a central angle of $9^{\circ}17'34''$ and an arc length of 88.39 feet to the **TRUE POINT OF BEGINNING**, containing an area of 122,907 square feet or 2.82 acres, more or less.

Parcel 3 (T/U2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $82^{\circ}51'11''$ West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, along said line, South $76^{\circ}31'20''$ East, 683.45 feet;

thence continuing along said southerly line, South $61^{\circ}43'52''$ East, 262.27 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southeasterly line, South $49^{\circ}10'19''$ West, 911.59 to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and being the **TRUE POINT OF BEGINNING**;

thence along last said common line, South 43°18'22" East, 52.05 feet;

thence South 49°10'19" West, 14.45 feet;

thence South 40°49'41" East, 1.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 51.00 feet, through a central angle of 180°00'00" and an arc length of 160.22 feet;

thence North 40°49'41" West, 53.00 to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southeasterly line, North 49°10'19" East, 114.19 feet to the **TRUE POINT OF BEGINNING**, containing an area of 10,184 square feet or 0.23 acres, more or less.

Parcel 4 (T/V)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation of the southerly line of said Embarcadero, South 76°31'20" East, 295.07 feet to the **TRUE POINT OF BEGINNING**;

thence South 69°13'14" East, 84.02 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears South 11°33'17" West;

thence southwesterly along said curve having a radius of 15.00 feet, through a

central angle of 75°22'39" and an arc length of 19.73 feet;

thence South 26°10'38" West, 85.29 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 25.00 feet, through a central angle of 22°59'41" and an arc length of 10.03 feet;

thence South 49°10'19" West, 229.90 feet;

thence North 40°49'41" West, 23.30 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears North 40°49'41" West;

thence along said curve having a radius of 40.00 feet, through a central angle of 262°23'10" and an arc length of 183.18 feet;

thence North 49°10'19" East, 205.96 feet;

thence North 26°10'38" East, 35.39 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 30.00 feet, through a central angle of 56°28'55" and an arc length of 29.57 feet to the **TRUE POINT OF BEGINNING**, containing an area of 25,068 square feet or 0.58 acres, more or less.

Parcel 5 (T/S1)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation of the southerly line of said Embarcadero, South 76°31'20" East, 295.07 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along last said northwesterly prolongation and along said southerly line of the Embarcadero, South 76°31'20" East, 373.23 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 12°41'38" West, 7.13 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 20°28'09" West;

thence northwesterly along said curve having a radius of 512.00 feet, through a central angle of 8°54'52" and an arc length of 79.66 feet;

thence North 78°26'43" West, 210.60 feet;

thence North 69°13'14" West, 84.02 feet to the **TRUE POINT OF BEGINNING**, containing an area of 2,293 square feet or 0.05 acres, more or less.

Parcel 6 (P/R1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the

left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence North 76°31'39" West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and the **TRUE POINT OF BEGINNING**;

thence North 76°31'39" West, 407.69 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 14°47'41" and an arc length of 514.37 feet;

thence North 61°43'58" West, 68.53 feet;

thence North 55°12'41" West, 61.58 feet to the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said southerly line, South 61°43'52" East, 63.81 feet to the beginning of a tangent curve to the left;

thence continuing along last said southerly line, along said curve having a radius of 2,174.00 feet, through a central angle of 14°46'00" and an arc length of 560.30 feet;

thence continuing along last said southerly line, South 76°29'52" East, 404.95 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court

thence along last said common line, South 34°33'22" East, 25.91 feet to the **TRUE POINT OF BEGINNING**, containing an area of 14,716 square feet or 0.34 acres, more or less.

Parcel 7 (P/T1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

Parcel 7 (P/T1) (continued)

thence North $76^{\circ}31'39''$ West, 498.23 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 1,992.00 feet, through a central angle of $1^{\circ}31'17''$ and an arc length of 52.89 feet to the **TRUE POINT OF BEGINNING**, said point also being a point of reverse curvature;

thence along said curve having a radius of 35.00 feet, through a central angle of $101^{\circ}12'29''$ and an arc length 61.82 feet;

thence South $3^{\circ}47'09''$ West, 20.39 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of $28^{\circ}14'39''$ and an arc length of 7.39 feet;

thence South $24^{\circ}27'30''$ East, 729.91 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South $38^{\circ}26'38''$ West, 104.02 feet;

thence North $24^{\circ}27'30''$ West, 213.10 feet;

thence South $65^{\circ}32'30''$ West, 464.21 feet;

thence South $1^{\circ}32'30''$ West, 44.94 feet;

thence South $62^{\circ}27'30''$ East, 277.54 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of $52^{\circ}00'00''$ and an arc length of 63.53 feet;

thence North $65^{\circ}32'30''$ East, 68.99 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South $52^{\circ}26'38''$ West, 77.57 feet;

thence continuing along last said common line, South $2^{\circ}48'22''$ East, 47.04 feet;

Parcel 7 (P/T1) (continued)

thence South 65°32'30" West, 23.24 feet;

thence North 62°27'30" West, 351.97 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 73.00 feet, through a central angle of 128°00'00" and an arc length of 163.08 feet;

thence North 24°27'30" West, 12.00 feet;

thence North 65°32'30" East, 464.21 feet;

thence North 24°27'30" West, 525.89 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 75.00 feet, through a central angle of 42°14'39" and an arc length of 55.30 feet;

thence North 17°47'09" East, 48.55 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 88°43'49" and an arc length of 23.23 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears North 19°03'20" East;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 4°03'42" and an arc length of 141.21 feet to the **TRUE POINT OF BEGINNING**, containing an area of 132,026 square feet or 3.03 acres, more or less.

Parcel 8 (P/U1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S

No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $82^{\circ}51'11''$ West, 544.09 feet to a point on the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly prolongation, along said line, South $76^{\circ}31'20''$ East, 683.45 feet;

thence continuing along last said southerly line, South $61^{\circ}43'52''$ East, 262.27 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records, and the **TRUE POINT OF BEGINNING**;

thence South $55^{\circ}12'41''$ East, 61.58 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears South $28^{\circ}16'02''$ West;

thence along said curve having a radius of 15.00 feet, through a central angle of $69^{\circ}05'43''$ and an arc length of 18.09 feet;

thence South $49^{\circ}10'19''$ West, 329.66 feet to the northeasterly line of the parcel described as "(B)" in the Quitclaim Deed to Fred H. Slater and Virginia Slater, recorded on January 18, 1946 in Book 4832 of Official Records at page 53, Alameda County Records;

thence along last said northeasterly line, North $40^{\circ}49'41''$ West, 23.44 feet to the most northerly corner of said parcel "(B)";

thence along the northwesterly line of said parcel "(B)" and along the northwesterly line of the land described in that certain Grant Deed recorded on December 13, 1979 as Document Number 79-252704, Official Records Alameda County, South $49^{\circ}10'19''$ West, 160.00 feet to the most westerly corner of said land described in said Document Number 79-252704;

thence along the southwesterly line of said land described in said Document Number 79-252704, South $40^{\circ}49'41''$ East, 23.44 feet;

thence South $49^{\circ}10'19''$ West, 200.00 feet;

thence South $40^{\circ}49'41''$ East, 2.00 feet;

thence South $49^{\circ}10'19''$ West, 220.97 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by

the U.S. District Court;

thence along last said common line, North 43°18'22" West, 52.05 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southeasterly line, North 49°10'19" East, 911.59 feet to the **TRUE POINT OF BEGINNING**, containing an area of 42,563 square feet or 0.98 acres, more or less.

Parcel 9 (P/S2)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to a point on the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly prolongation, along said line, South 76°31'20" East, 668.30 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court and the **TRUE POINT OF BEGINNING**;

thence continuing along said southerly line of said Embarcadero, South 76°31'20" East, 15.15 feet;

thence continuing along last said line, South 61°43'52" East, 29.06 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said northwesterly line, South 49°10'19" West, 7.38 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from

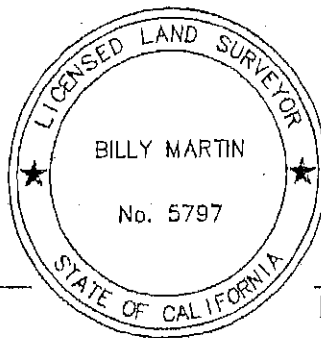
the curve to the radius point, bears South 24°52'24" West;

thence westerly along said curve having a radius of 512.00 feet, through a central angle of 4°24'15" and an arc length of 39.36 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 12°41'38" East, 7.13 feet to the **TRUE POINT OF BEGINNING**, containing an area of 330 square feet or 0.01 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

June 16, 2010
Dated

END OF DESCRIPTION

EXHIBIT L

EXHIBIT M
LAND DESCRIPTION

AD 548

AFTER-ACQUIRED LANDS

Three parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (Clinton Basin Area, P-2)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $82^{\circ}51'11''$ West, 544.09 feet to a point on the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly prolongation, along said line, South $76^{\circ}31'20''$ East, 683.45 feet;

thence continuing along last said southerly line, South $61^{\circ}43'52''$ East, 262.27 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records, and the **TRUE POINT OF BEGINNING**;

thence continuing along said southerly line of the Embarcadero, South $61^{\circ}43'52''$ East, 63.81 feet to the beginning of a tangent curve to the left;

thence continuing along last said line, along said curve having a radius of 2,174.00 feet, through a central angle of $14^{\circ}46'00''$ and an arc length of 560.30 feet;

thence continuing along last said line, South $76^{\circ}29'52''$ East, 404.95 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line the following ten (10) courses,
South 34°33'22" East, 208.16 feet;

thence South 28°56'38" West, 362.97 feet;

thence South 38°26'38" West, 409.17 feet;

thence South 52°26'38" West, 164.99 feet;

thence South 2°48'22" East, 72.59 feet;

thence South 32°26'38" West, 362.97 feet;

thence South 65°56'38" West, 89.09 feet;

thence North 50°18'22" West, 481.77 feet;

thence North 34°48'22" West, 624.98 feet;

thence North 43°18'22" West, 319.32 feet to the southeasterly line of the lands of
Silveira, as said lands are described in that certain Grant Deed recorded on
November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southeasterly line, North 49°10'19" East, 911.59 feet to the
TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM

All of the land described in that certain deed recorded on December 13, 1979 as
Document Number 79-252704, Official Records, Alameda County, State of
California.

ALSO EXCEPTING THEREFROM

All of the parcel described as "(B)" in the Quitclaim Deed to Fred H. Slater and
Virginia Slater, recorded on January 18, 1946 in Book 4832 of Official Records at
page 53, Alameda County Records;

Containing an area of 1,566,541 square feet or 35.96 acres, more or less.

Parcel 2 (Channel Park Area, P-3)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398; as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, along said line, South 76°31'20" East, 668.30 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and the **TRUE POINT OF BEGINNING**;

thence continuing along said southerly line of Embarcadero, South 76°31'20" East, 15.15 feet;

thence continuing along last said line, South 61°43'52" East, 29.06 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said northwesterly line, South 49°10'19" West, 72.57 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 12°41'38" East, 66.36 feet to the **TRUE POINT OF BEGINNING**, containing an area of 1,488 square feet or 0.03 acres, more or less.

Parcel 3 (Estuary Park Area, P-1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, North 76°31'20" West, 258.45 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 3°07'29" and an arc length of 519.88 feet;

thence North 51°44'16" East, 14.03 feet;

thence North 71°20'21" West, 20.99 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and the **TRUE POINT OF BEGINNING**;

thence along said common line the following four (4) courses,
South 28°41'38" West, 213.06 feet;

thence South 42°56'38" West, 745.80 feet;

thence North 82°33'22" West, 92.40 feet;

thence North 44°03'22" West, 88.16 feet to the southwesterly prolongation of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence along last said southwesterly prolongation, along said southeasterly line, and along the northeasterly prolongation of said southeasterly line,
North 27°24'49" East, 782.94 feet;

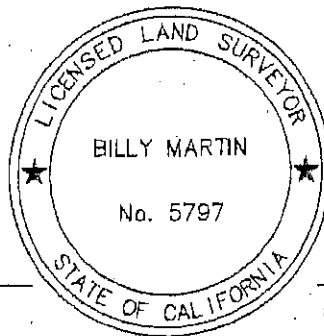
thence North 66°09'14" East, 60.37 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 200.00 feet, through a central angle of 42°30'25" and an arc length of 148.38 feet;

thence South 71°20'21" East, 214.04 feet to the **TRUE POINT OF BEGINNING**, containing an area of 260,775 square feet or 5.99 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



Billy Martin
Billy Martin, P.L.S. 5797

June 16, 2010
Dated

END OF DESCRIPTION

EXHIBIT M

EXHIBIT P LAND DESCRIPTION

AD 548

GRANTED LANDS

One parcel of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (S-1)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey, said intersection being the **TRUE POINT OF BEGINNING**;

thence along last said northwesterly line of Homewood Suites Lease Boundary, and the southwesterly prolongation thereof, South 65°32'30" West, 365.13 feet;

thence South 26°30'11" West, 208.87 feet to a point on a line perpendicular to the southerly line of the Oakland City limits;

thence southerly along last said line, South 24°28'12" East, 316.70 feet, more or less, to a point on the southerly line of the Oakland City limits;

thence southwesterly along said City Limits line, South 65°31'48" West, 1,699.31 feet, more or less, to a point on the southeasterly prolongation of the easterly 1960 Grant Line, Chapter 15, Statutes of 1960;

thence northwesterly along said southeasterly prolongation, along said line and along the northwesterly prolongation of said line, North 58°23'19" West, 3,166.58 feet, more or less, to a point on the southwesterly prolongation of the southeasterly line of Tract 4391, as said tract is shown on that certain map

entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence northeasterly along last said southwesterly prolongation of said southeasterly line, North 27°24'49" East, 127.73 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along said common line the following four (4) courses,
South 44°03'22" East, 88.16 feet;

thence South 82°33'22" East, 92.40 feet;

thence North 42°56'38" East, 745.80 feet;

thence North 28°41'38" East, 213.06 feet;

thence South 71°20'21" East, 20.99 feet;

thence South 51°44'16" West, 14.03 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears North 16°36'09" East;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 3°07'29" and an arc length of 519.88 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, along said southerly line, South 76°31'20" East, 926.75 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 12°41'38" West, 66.36 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said northwesterly line, South 49°10'19" West, 590.15 feet;

thence continuing along last said line, South 40°49'41" East, 23.60 feet;

thence continuing along last said line, South 49°10'19" West, 343.45 feet to the

most westerly corner of said lands of Silveira;

thence along the southerly line last said lands, South $46^{\circ}34'41''$ East, 195.25 feet to the most southerly corner of said lands;

thence along the southeasterly line of said lands of Silveira, North $49^{\circ}10'19''$ East, 158.22 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line the following ten (10) courses, South $43^{\circ}18'22''$ East, 319.32 feet;

thence South $34^{\circ}48'22''$ East, 624.98 feet;

thence South $50^{\circ}18'22''$ East, 481.77 feet;

thence North $65^{\circ}56'38''$ East, 89.09 feet;

thence North $32^{\circ}26'38''$ East, 362.97 feet;

thence North $02^{\circ}48'22''$ West, 72.59 feet;

thence North $52^{\circ}26'38''$ East, 164.99 feet;

thence North $38^{\circ}26'38''$ East, 409.17 feet;

thence North $28^{\circ}56'38''$ East, 362.97 feet;

thence North $34^{\circ}33'22''$ West, 208.16 feet to the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said southerly line, South $76^{\circ}29'52''$ East, 566.34 feet to the beginning of a tangent curve to the right;

thence continuing along said southerly line, along said curve having a radius of 7,326.00 feet, through a central angle of $4^{\circ}20'54''$ and an arc length of 555.99 feet to the **TRUE POINT OF BEGINNING**, containing an area of 3,558,963 square feet or 81.70 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held

record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



Billy Martin
Billy Martin, P.L.S. 5797

June 11, 2010
Dated

END OF DESCRIPTION

EXHIBIT N

EXHIBIT S
LAND DESCRIPTION

AD 548

CERTAIN GRANTED LANDS AND AFTER-ACQUIRED LANDS
TO BE CONFIRMED BY THE STATE

One parcel of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (S-1, P-1A, P-2A, P-3A)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary and a portion of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey, said intersection being the **TRUE POINT OF BEGINNING**;

thence along last said northwesterly line of Homewood Suites Lease Boundary, and the southwesterly prolongation thereof, South 65°32'30" West, 365.13 feet;

thence South 26°30'11" West, 208.87 feet to a point on a line perpendicular to the southerly line of the Oakland City limits;

thence southerly along last said line, South 24°28'12" East, 316.70 feet, more or less, to a point on the southerly line of the Oakland City limits;

thence southwesterly along said City Limits line, South 65°31'48" West, 1,699.31 feet, more or less, to a point on the southeasterly prolongation of the easterly 1960 Grant Line, Chapter 15, Statutes of 1960;

thence northwesterly along said southeasterly prolongation, along said line and along the northwesterly prolongation of said line, North $58^{\circ}23'19''$ West, 3,166.58 feet, more or less, to a point on the southwesterly prolongation of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence northeasterly along last said southwesterly prolongation, and along said southeasterly line, North $27^{\circ}24'49''$ East, 606.74 feet;

thence South $62^{\circ}35'11''$ East, 301.35 feet;

thence North $27^{\circ}24'49''$ East, 427.29 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of $98^{\circ}45'10''$ and an arc length of 25.85 feet;

thence South $71^{\circ}20'21''$ East, 112.88 feet;

thence South $51^{\circ}44'16''$ West, 14.03 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears North $16^{\circ}36'09''$ East;

thence along said curve having a radius of 9,532.63 feet, through a central angle of $3^{\circ}07'29''$ and an arc length of 519.88 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, along said southerly line, South $76^{\circ}31'20''$ East, 926.75 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South $12^{\circ}41'38''$ West, 7.13 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears South $20^{\circ}28'09''$ West;

thence easterly along said curve having a radius of 512.00 feet, through a central angle of $4^{\circ}24'15''$ and an arc length of 39.36 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said northwesterly line, South $49^{\circ}10'19''$ West, 655.33 feet;

thence continuing along last said line, South 40°49'41" East, 23.60 feet;

thence continuing along last said line, South 49°10'19" West, 343.45 feet to the most westerly corner of said lands of Silveira;

thence along the southerly line last said lands, South 46°34'41" East, 195.25 feet to the most southerly corner of said lands;

thence along the southeasterly line of said lands of Silveira, North 49°10'19" East, 44.02 feet;

thence South 40°49'41" East, 53.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 51.00 feet, through a central angle of 180°00'00" and an arc length of 160.22 feet;

thence North 40°49'41" West, 1.00 feet;

thence North 49°10'19" East, 235.41 feet;

thence South 40°49'41" East, 196.00 feet;

thence North 49°10'19" East, 32.00 feet;

thence South 40°49'41" East, 50.00 feet;

thence North 49°10'19" East, 625.00 feet;

thence North 40°49'41" West, 248.00 feet;

thence North 49°10'19" East, 32.66 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of 69°05'43" and an arc length of 18.09 feet;

thence South 61°43'58" East, 68.53 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 9°12'42" and an arc length of 320.26 feet to a point of reverse curvature;

thence along said curve having a radius of 15.00 feet, through a central angle of 88°43'49" and an arc length of 23.23 feet;

thence South 17°47'09" West, 48.55 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 75.00 feet, through a central angle of 42°14'39" and an arc length of 55.30 feet;

thence South 24°27'30" East, 142.89 feet;

thence South 49°10'19" West, 690.00 feet;

thence South 40°49'41" East, 196.50 feet;

thence North 65°32'30" East, 142.44 feet;

thence South 24°27'30" East, 12.00 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 24°27'30" East;

thence southerly along said curve having a radius of 73.00 feet, through a central angle of 128°00'00" and an arc length of 163.08 feet;

thence South 62°27'30" East, 351.97 feet;

thence North 65°32'30" East, 23.24 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line the following five (5) courses,
North 2°48'22" West, 47.04 feet;

thence North 52°26'38" East, 164.99 feet;

thence North 38°26'38" East, 409.17 feet;

thence North 28°56'38" East, 362.97 feet;

thence North 34°33'22" West, 208.16 feet to the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

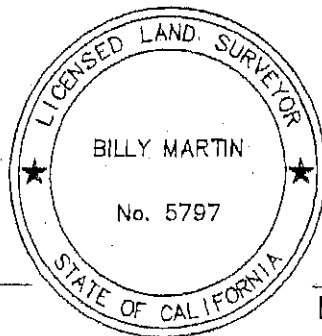
thence along last said southerly line, South 76°29'52" East, 566.34 feet to the beginning of a tangent curve to the right;

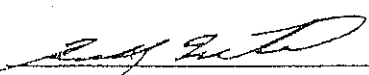
thence continuing along last said southerly line, along said curve having a radius of 7,326.00 feet, through a central angle of 4°20'54" and an arc length of 555.99

feet to the **TRUE POINT OF BEGINNING**, containing an area of 4,406,298 square feet or 101.15 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

June 16, 2010
Dated

END OF DESCRIPTION

EXHIBIT O

EXHIBIT X
LAND DESCRIPTION

AD 548

TRUST TERMINATION PARCELS (AFTER-ACQUIRED LANDS)

Five parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (P/N)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence North 76°31'20" West, 258.45 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 3°07'29" and an arc length of 519.88 feet;

thence North 51°44'16" East, 14.03 feet;

thence North 71°20'21" West, 112.88 feet to the **TRUE POINT OF BEGINNING**;

thence North 71°20'21" West, 122.15 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 200.00 feet, through a central angle of 42°30'25" and an arc length of 148.38 feet;

thence South 66°09'14" West, 60.37 feet to the northeasterly projection of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence along said northeasterly projection and said line, South 27°24'49" West, 303.93 feet;

thence South 62°35'11" East, 301.35 feet;

thence North 27°24'49" East, 427.29 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 98°45'10" and an arc length of 25.85 feet to the **TRUE POINT OF BEGINNING**, containing an area of 122,169 square feet or 2.80 acres, more or less.

Parcel 2 (P/K)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence South 76°31'20" East, 683.45 feet;

thence South 61°43'52" East, 262.27 feet;

thence South 55°12'41" East, 61.58 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 28°16'02" West;

thence along said curve having a radius of 15.00 feet, through a central angle of 69°05'43" and an arc length of 18.09 feet;

thence South 49°10'19" West, 32.66 feet to the **TRUE POINT OF BEGINNING**;

thence South 40°49'41" East, 248.00 feet;

thence South 49°10'19" West, 625.00 feet;

thence North 40°49'41" West, 50.00 feet;

thence South 49°10'19" West, 32.00 feet;

thence North 40°49'41" West, 198.00 feet;

thence North 49°10'19" East, 200.00 feet to the southwesterly line of the land described in that certain Grant Deed recorded on December 13, 1979 as Document Number 79-252704, Official Records Alameda County;

thence along last said southwesterly line, South 40°49'41" East 116.56 feet, to the most southerly corner of said land described in said Document Number 79-252704;

thence along the southeasterly line of said land described in said Document Number 79-252704 and the southeasterly line of the parcel described as "(B)" in the Quitclaim Deed to Fred H. Slater and Virginia Slater, recorded on January 18, 1946 in Book 4832 of Official Records at page 53, Alameda County Records, North 49°10'19" East 160.00 feet to the most easterly corner of said parcel "(B)";

thence along the northeasterly line of said parcel "(B)", North 40°49'41" West, 116.56 feet;

thence North 49°10'19" East, 297.00 feet to the **TRUE POINT OF BEGINNING**, containing an area of 142,687 square feet or 3.28 acres, more or less.

Parcel 3 (P/H)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 20°47'36" and an arc length of 197.79 feet to a point of cusp, with a curve to the right, from which point a radial line, from the curve to the radius point, bears South 16°22'53" West;

thence southeasterly along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet;

thence South 21°56'23" West, 50.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of 43°36'07" and an arc length of 53.27 feet;

thence South 65°32'30" West, 934.64 feet;

thence North 24°27'30" West, 346.00 feet to the **TRUE POINT OF BEGINNING**;

thence South 65°32'30" West, 606.65 feet;

thence North 40°49'41" West, 196.50 feet;

thence North 49°10'19" East, 690.00 feet;

thence South 24°27'30" East, 383.00 feet to the **TRUE POINT OF BEGINNING**, containing an area of 183,968 square feet or 4.22 acres, more or less.

Parcel 4 (P/B1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence North 76°31'39" West, 90.54 feet to the **TRUE POINT OF BEGINNING**, said point also being a point on the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 34°33'22" East, 182.25 feet;

thence continuing along last said common line, South 28°56'38" West, 362.97 feet;

thence continuing along last said common line, South 38°26'38" West, 188.61

feet;

thence leaving last said common line, North 24°27'30" West, 729.91 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of 28°14'39" and an arc length of 7.39 feet;

thence North 3°47'09" East, 20.39 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 35.00 feet, through a central angle of 101°12'29" and an arc length of 61.82 feet to a point of reverse curvature;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 1°31'17" and an arc length of 52.89 feet;

thence South 76°31'39" East, 407.69 feet to the **TRUE POINT OF BEGINNING**, containing an area of 224,208 square feet or 5.15 acres, more or less.

Parcel 5 (P/D1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to

the right;

thence along said curve having a radius of 545.00 feet, through a central angle of $20^{\circ}47'36''$ and an arc length of 197.79 feet to a point of cusp with a curve to the right, from which point a radial line, from the curve to the radius point, bears South $16^{\circ}22'53''$ West;

thence southeasterly along said curve having a radius of 18.00 feet, through a central angle of $95^{\circ}33'30''$ and an arc length of 30.02 feet;

thence South $21^{\circ}56'23''$ West, 50.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of $43^{\circ}36'07''$ and an arc length of 53.27 feet;

thence South $65^{\circ}32'30''$ West, 1,123.54 feet to the **TRUE POINT OF BEGINNING**, said point also being a point on the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence leaving last said common line, South $65^{\circ}32'30''$ West, 68.99 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of $52^{\circ}00'00''$ and an arc length of 63.53 feet;

thence North $62^{\circ}27'30''$ West, 277.54 feet;

thence North $1^{\circ}32'30''$ East, 44.94 feet;

thence North $65^{\circ}32'30''$ East, 464.21 feet;

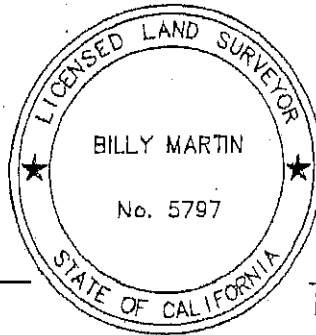
thence South $24^{\circ}27'30''$ East, 213.10 feet to a point on the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South $38^{\circ}26'38''$ West, 116.54 feet;

thence continuing along last said common line, South $52^{\circ}26'38''$ West, 87.42 feet to the **TRUE POINT OF BEGINNING**, containing an area of 108,617 square feet or 2.49 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

June 16, 2010
Dated

END OF DESCRIPTION

EXHIBIT P

EXHIBIT EE
LAND DESCRIPTION

AD 548

PUBLIC TRUST EASEMENT STREET PARCELS (AFTER-ACQUIRED LANDS)

Four parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 6 (P/R1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence North 76°31'39" West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and the **TRUE POINT OF BEGINNING**;

thence North 76°31'39" West, 407.69 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 14°47'41" and an arc length of 514.37 feet;

thence North 61°43'58" West, 68.53 feet;

thence North 55°12'41" West, 61.58 feet to the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said southerly line, South 61°43'52" East, 63.81 feet to the beginning of a tangent curve to the left;

thence continuing along last said southerly line, along said curve having a radius of 2,174.00 feet, through a central angle of 14°46'00" and an arc length of 560.30 feet;

thence continuing along last said southerly line, South 76°29'52" East, 404.95 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court

thence along last said common line, South 34°33'22" East, 25.91 feet to the **TRUE POINT OF BEGINNING**, containing an area of 14,716 square feet or 0.34 acres, more or less.

Parcel 7 (P/T1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III; coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

Parcel 7 (P/T1) (continued)

thence North $76^{\circ}31'39''$ West, 498.23 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 1,992.00 feet, through a central angle of $1^{\circ}31'17''$ and an arc length of 52.89 feet to the **TRUE POINT OF BEGINNING**, said point also being a point of reverse curvature;

thence along said curve having a radius of 35.00 feet, through a central angle of $101^{\circ}12'29''$ and an arc length 61.82 feet;

thence South $3^{\circ}47'09''$ West, 20.39 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of $28^{\circ}14'39''$ and an arc length of 7.39 feet;

thence South $24^{\circ}27'30''$ East, 729.91 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South $38^{\circ}26'38''$ West, 104.02 feet;

thence North $24^{\circ}27'30''$ West, 213.10 feet;

thence South $65^{\circ}32'30''$ West, 464.21 feet;

thence South $1^{\circ}32'30''$ West, 44.94 feet;

thence South $62^{\circ}27'30''$ East, 277.54 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of $52^{\circ}00'00''$ and an arc length of 63.53 feet;

thence North $65^{\circ}32'30''$ East, 68.99 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South $52^{\circ}26'38''$ West, 77.57 feet;

thence continuing along last said common line, South $2^{\circ}48'22''$ East, 47.04 feet;

Parcel 7 (P/T1) (continued)

thence South 65°32'30" West, 23.24 feet;

thence North 62°27'30" West, 351.97 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 73.00 feet, through a central angle of 128°00'00" and an arc length of 163.08 feet;

thence North 24°27'30" West, 12.00 feet;

thence North 65°32'30" East, 464.21 feet;

thence North 24°27'30" West, 525.89 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 75.00 feet, through a central angle of 42°14'39" and an arc length of 55.30 feet;

thence North 17°47'09" East, 48.55 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 88°43'49" and an arc length of 23.23 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears North 19°03'20" East;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 4°03'42" and an arc length of 141.21 feet to the **TRUE POINT OF BEGINNING**, containing an area of 132,026 square feet or 3.03 acres, more or less.

Parcel 8 (P/U1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S

Parcel 8 (P/U1) (continued)

No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to a point on the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly prolongation, along said line, South 76°31'20" East, 683.45 feet;

thence continuing along last said southerly line, South 61°43'52" East, 262.27 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records, and the **TRUE POINT OF BEGINNING**;

thence South 55°12'41" East, 61.58 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears South 28°16'02" West;

thence along said curve having a radius of 15.00 feet, through a central angle of 69°05'43" and an arc length of 18.09 feet;

thence South 49°10'19" West, 329.66 feet to the northeasterly line of the parcel described as "(B)" in the Quitclaim Deed to Fred H. Slater and Virginia Slater, recorded on January 18, 1946 in Book 4832 of Official Records at page 53, Alameda County Records;

thence along last said northeasterly line, North 40°49'41" West, 23.44 feet to the most northerly corner of said parcel "(B)";

thence along the northwesterly line of said parcel "(B)" and along the northwesterly line of the land described in that certain Grant Deed recorded on December 13, 1979 as Document Number 79-252704, Official Records Alameda County, South 49°10'19" West, 160.00 feet to the most westerly corner of said land described in said Document Number 79-252704;

thence along the southwesterly line of said land described in said Document Number 79-252704, South 40°49'41" East, 23.44 feet;

thence South 49°10'19" West, 200.00 feet;

thence South 40°49'41" East, 2.00 feet;

thence South 49°10'19" West, 220.97 feet to the common line between, filled tide

and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 43°18'22" West, 52.05 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southeasterly line, North 49°10'19" East, 911.59 feet to the **TRUE POINT OF BEGINNING**, containing an area of 42,563 square feet or 0.98 acres, more or less.

Parcel 9 (P/S2)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to a point on the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly prolongation, along said line, South 76°31'20" East, 668.30 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court and the **TRUE POINT OF BEGINNING**;

thence continuing along said southerly line of said Embarcadero, South 76°31'20" East, 15.15 feet;

thence continuing along last said line, South 61°43'52" East, 29.06 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

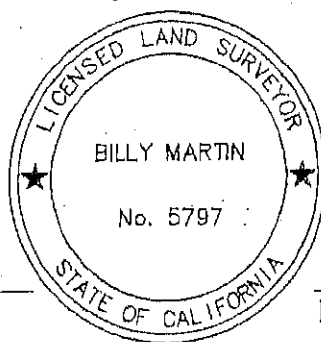
thence along last said northwesterly line, South 49°10'19" West, 7.38 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 24°52'24" West;


thence westerly along said curve having a radius of 512.00 feet, through a central angle of 4°24'15" and an arc length of 39.36 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 12°41'38" East, 7.13 feet to the **TRUE POINT OF BEGINNING**, containing an area of 330 square feet or 0.01 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

June 16, 2010
Dated

END OF DESCRIPTION

EXHIBIT L
DESCRIPTION OF

AD 548

**AGREED ORDINARY HIGH WATER MARK
WITHIN THE OAK STREET TO 9TH AVENUE PROPERTY**

Three line segments over land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Segment 1 (Clinton Basin Area)

A portion of the common line between, filled tide, tide and submerged land in the bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey, also being the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 17°51'02" West;

thence along said southerly line of the Embarcadero, along said curve having a radius of 7,326.00 feet, through a central angle of 4°20'54" and an arc length of 555.99 feet;

thence North 76°29'52" West, 566.34 feet to the said common, and the **TRUE POINT OF BEGINNING**;

thence along said common line the following ten (10) courses,
South 34°33'22" East, 208.16 feet;

thence South 28°56'38" West, 362.97 feet;

thence South 38°26'38" West, 409.17 feet;

thence South 52°26'38" West, 164.99 feet;

thence South 2°48'22" East, 72.59 feet;

thence South 32°26'38" West, 362.97 feet;

thence South 65°56'38" West, 89.09 feet;

thence North 50°18'22" West, 481.77 feet;

thence North 34°48'22" West, 624.98 feet;

thence North 43°18'22" West, 319.32 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records and the **POINT OF ENDING.**

Segment 2 (Channel Park Area)

A portion of the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, along said southerly line, South 76°31'20" East, 668.30 feet to said common line, and the **TRUE POINT OF BEGINNING;**

thence along said common line, South 12°41'38" West, 66.36 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records, and the **POINT OF ENDING.**

Segment 3 (Estuary Park Area)

A portion of the common line between, filled tide, tide and submerged land in the bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence continuing along said northwesterly prolongation, North 76°31'20" West, 258.45 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 3°07'29" and an arc length of 519.88 feet;

thence North 51°44'16" East, 14.03 feet;

thence North 71°20'21" West, 20.99 feet to said common line, and the **TRUE POINT OF BEGINNING**;

thence along said common line, South 28°41'38" West, 213.06 feet;

thence continuing along last said line, South 42°56'38" West, 745.80 feet;

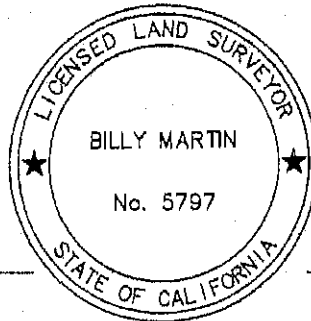
thence continuing along last said line, North 82°33'22" West, 92.40 feet;

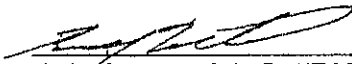
thence continuing along last said line, North 44°03'22" West, 88.16 feet to the **POINT OF ENDING**.

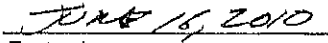
Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The

two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

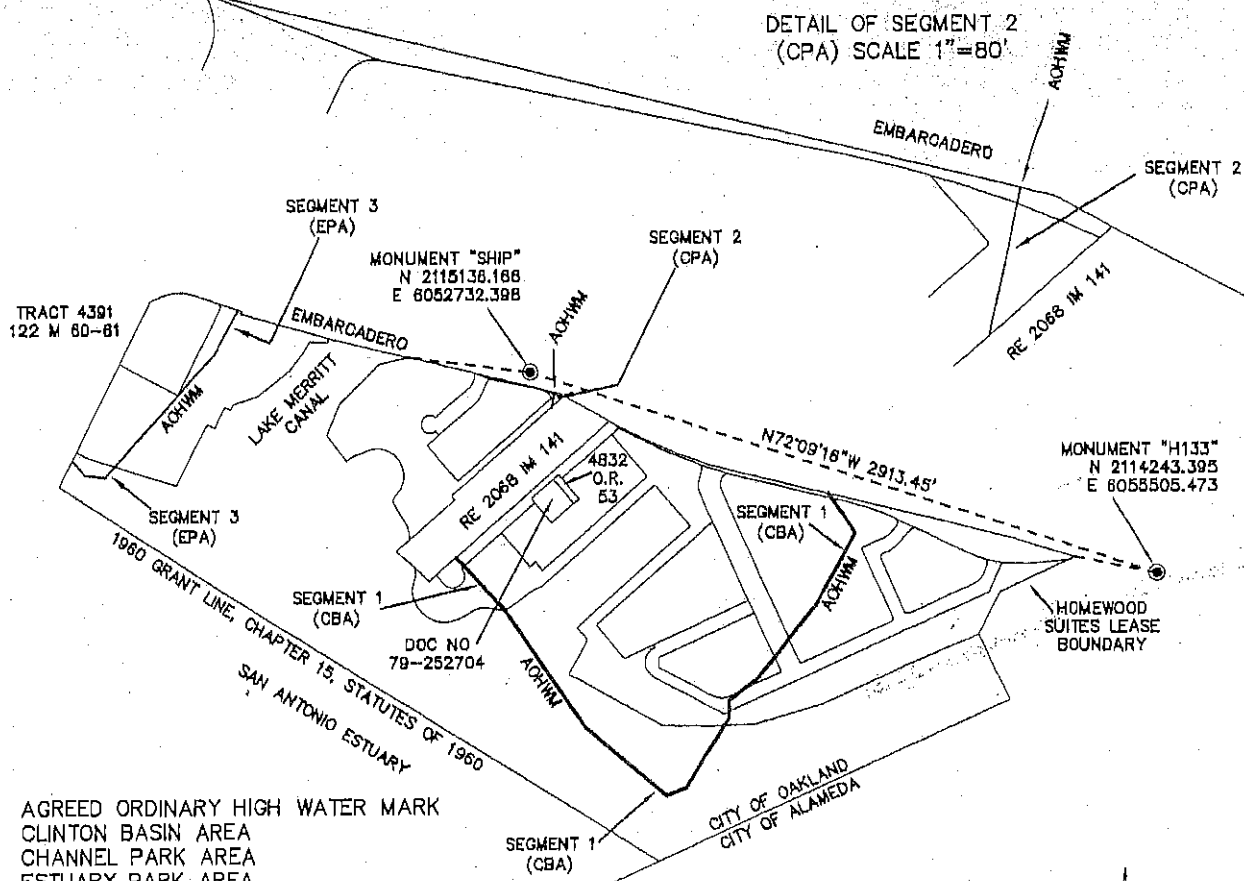
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797


Dated

END OF DESCRIPTION



LEGEND

ACHWM	AGREED ORDINARY HIGH WATER MARK
CBA	CLINTON BASIN AREA
CPA	CHANNEL PARK AREA
EPA	ESTUARY PARK AREA
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

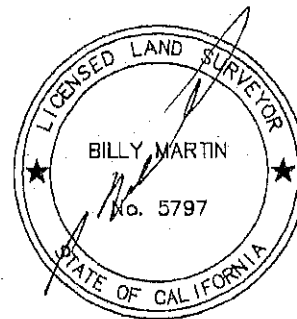
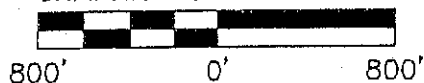
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



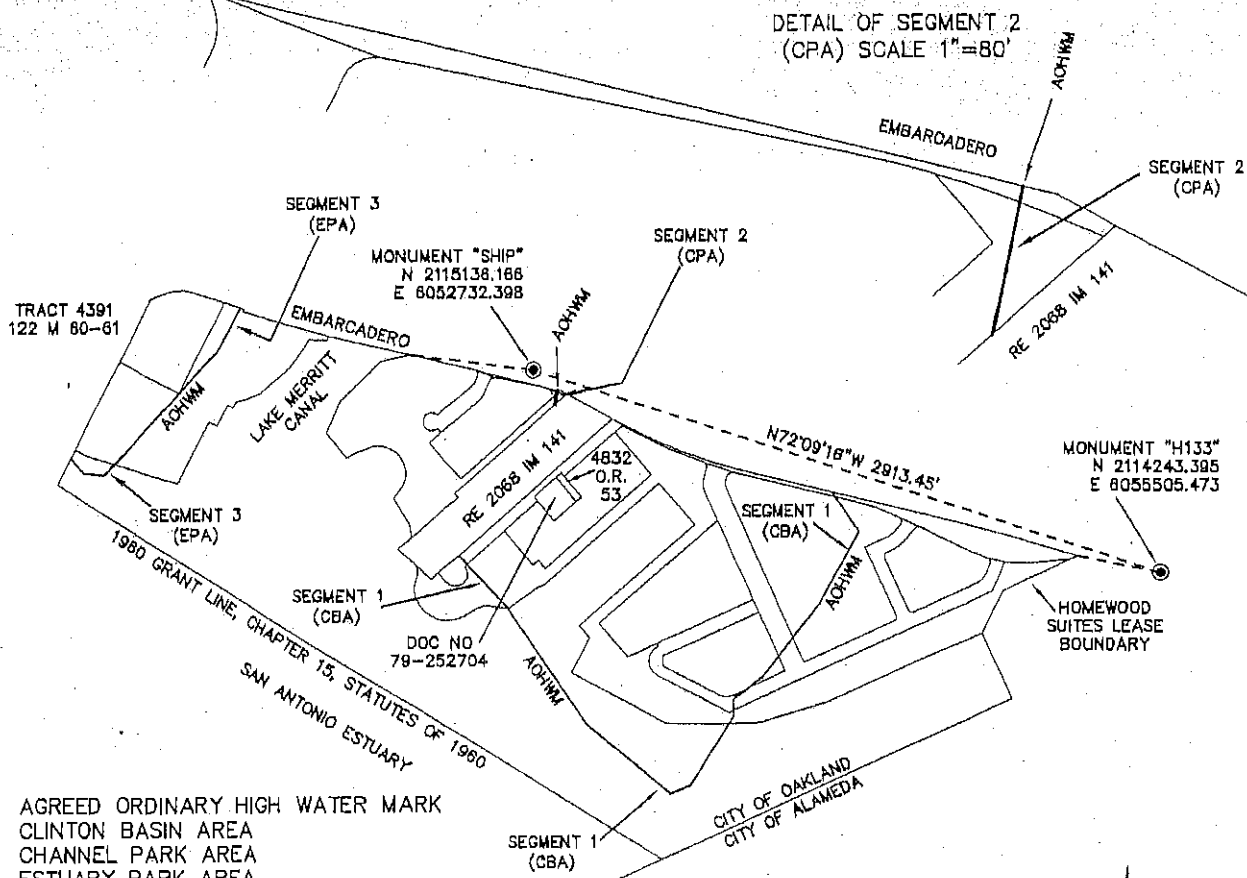
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT L**
SEGMENT 1 (CLINTON BASIN AREA)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



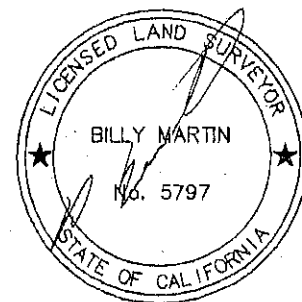
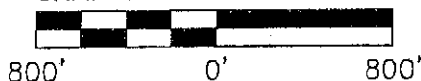
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE

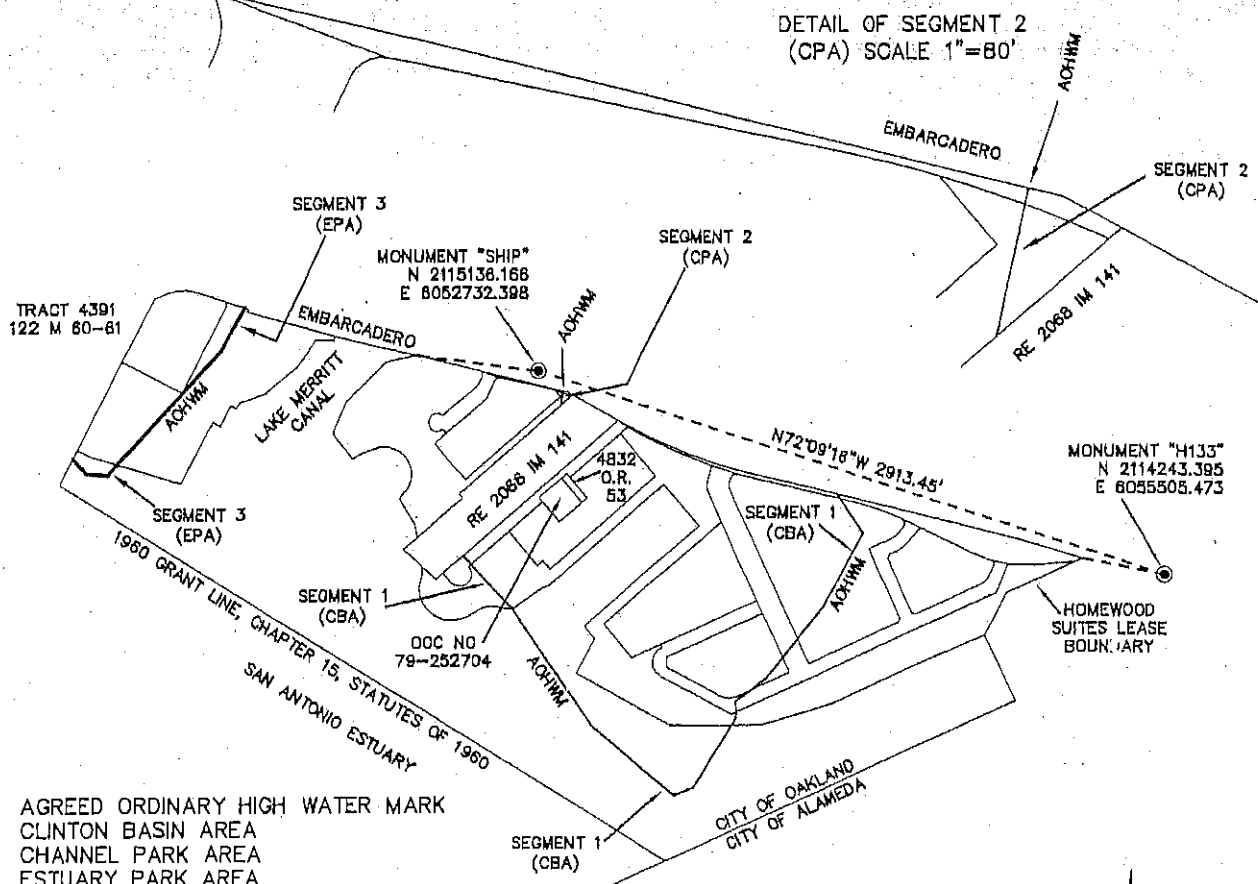


255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT L**
SEGMENT 2 (CHANNEL PARK AREA)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**
SHEET **1** OF **1**



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
CBA CLINTON BASIN AREA
CPA CHANNEL PARK AREA
EPA ESTUARY PARK AREA
DOC NO DOCUMENT NUMBER
IM IMAGE
M MAPS
O.R. OFFICIAL RECORDS
RE REEL

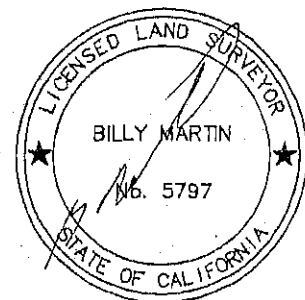
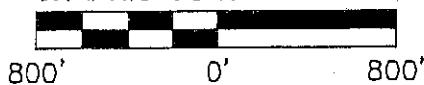
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



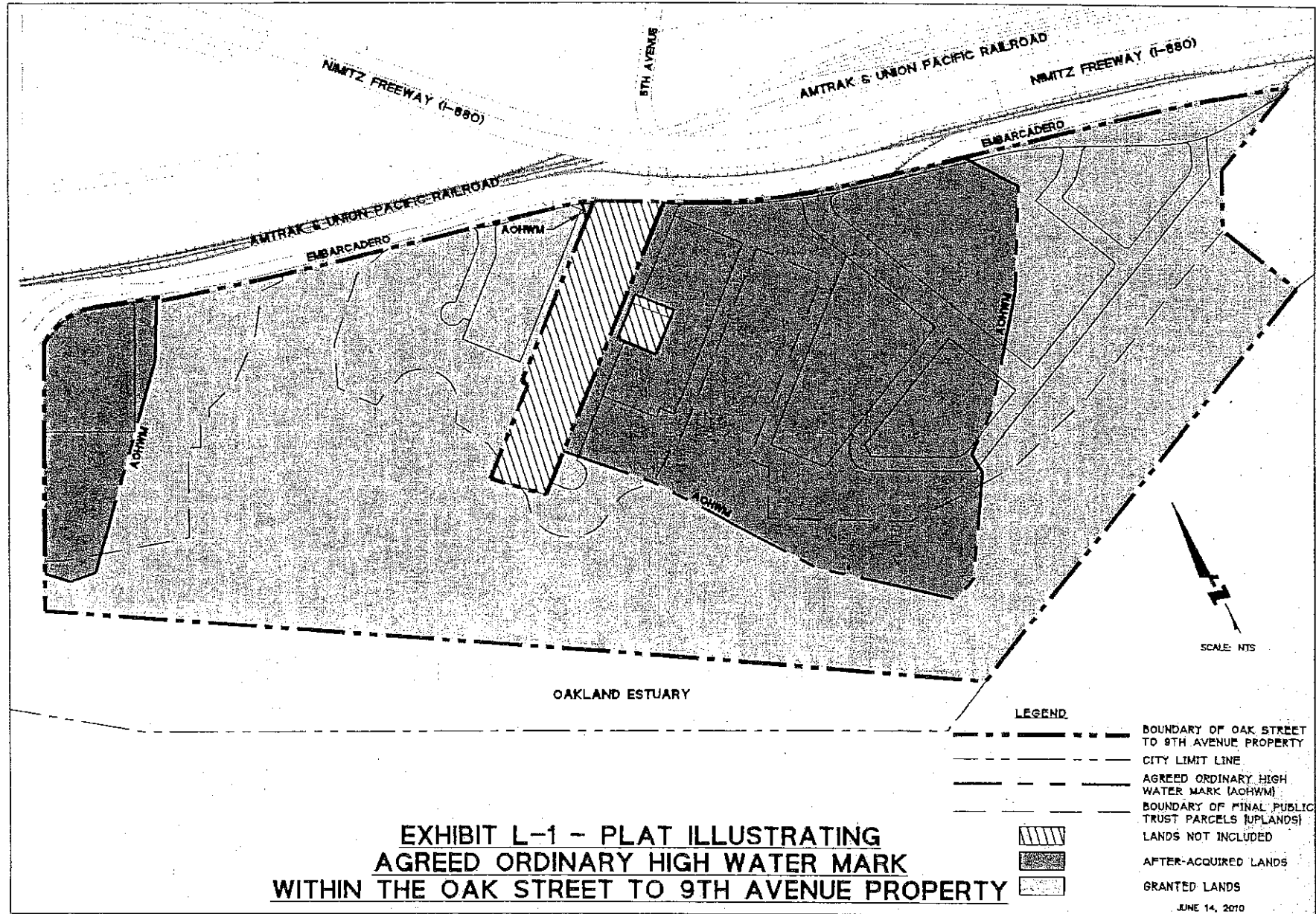
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT L**
SEGMENT 3 (ESTUARY PARK AREA)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**
SHEET **1** OF **1**

OAK STREET TO 9TH AVENUE PROPERTY



**EXHIBIT M
LAND DESCRIPTION**

AD 548

AFTER-ACQUIRED LANDS

Three parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (Clinton Basin Area, P-2)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to a point on the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly prolongation, along said line, South 76°31'20" East, 683.45 feet;

thence continuing along last said southerly line, South 61°43'52" East, 262.27 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records, and the **TRUE POINT OF BEGINNING**;

thence continuing along said southerly line of the Embarcadero, South 61°43'52" East, 63.81 feet to the beginning of a tangent curve to the left;

thence continuing along last said line, along said curve having a radius of 2,174.00 feet, through a central angle of 14°46'00" and an arc length of 560.30 feet;

thence continuing along last said line, South 76°29'52" East, 404.95 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line the following ten (10) courses,
South 34°33'22" East, 208.16 feet;

thence South 28°56'38" West, 362.97 feet;

thence South 38°26'38" West, 409.17 feet;

thence South 52°26'38" West, 164.99 feet;

thence South 2°48'22" East, 72.59 feet;

thence South 32°26'38" West, 362.97 feet;

thence South 65°56'38" West, 89.09 feet;

thence North 50°18'22" West, 481.77 feet;

thence North 34°48'22" West, 624.98 feet;

thence North 43°18'22" West, 319.32 feet to the southeasterly line of the lands of
Silveira, as said lands are described in that certain Grant Deed recorded on
November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southeasterly line, North 49°10'19" East, 911.59 feet to the
TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM

All of the land described in that certain deed recorded on December 13, 1979 as
Document Number 79-252704, Official Records, Alameda County, State of
California.

ALSO EXCEPTING THEREFROM

All of the parcel described as "(B)" in the Quitclaim Deed to Fred H. Slater and
Virginia Slater, recorded on January 18, 1946 in Book 4832 of Official Records at
page 53, Alameda County Records;

Containing an area of 1,566,541 square feet or 35.96 acres, more or less.

Parcel 2 (Channel Park Area, P-3)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, along said line, South 76°31'20" East, 668.30 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and the **TRUE POINT OF BEGINNING**;

thence continuing along said southerly line of Embarcadero, South 76°31'20" East, 15.15 feet;

thence continuing along last said line, South 61°43'52" East, 29.06 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said northwesterly line, South 49°10'19" West, 72.57 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 12°41'38" East, 66.36 feet to the **TRUE POINT OF BEGINNING**, containing an area of 1,488 square feet or 0.03 acres, more or less.

Parcel 3 (Estuary Park Area, P-1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, North 76°31'20" West, 258.45 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 3°07'29" and an arc length of 519.88 feet;

thence North 51°44'16" East, 14.03 feet;

thence North 71°20'21" West, 20.99 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and the **TRUE POINT OF BEGINNING**;

thence along said common line the following four (4) courses,
South 28°41'38" West, 213.06 feet;

thence South 42°56'38" West, 745.80 feet;

thence North 82°33'22" West, 92.40 feet;

thence North 44°03'22" West, 88.16 feet to the southwesterly prolongation of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence along last said southwesterly prolongation, along said southeasterly line, and along the northeasterly prolongation of said southeasterly line,
North 27°24'49" East, 782.94 feet;

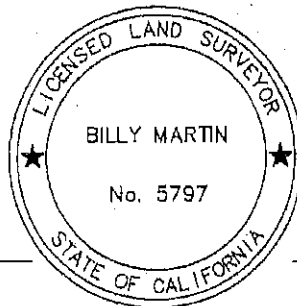
thence North 66°09'14" East, 60.37 feet to the beginning of a tangent curve to the right;

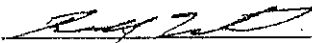
thence along said curve having a radius of 200.00 feet, through a central angle of 42°30'25" and an arc length of 148.38 feet;

thence South 71°20'21" East, 214.04 feet to the **TRUE POINT OF BEGINNING**, containing an area of 260,775 square feet or 5.99 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

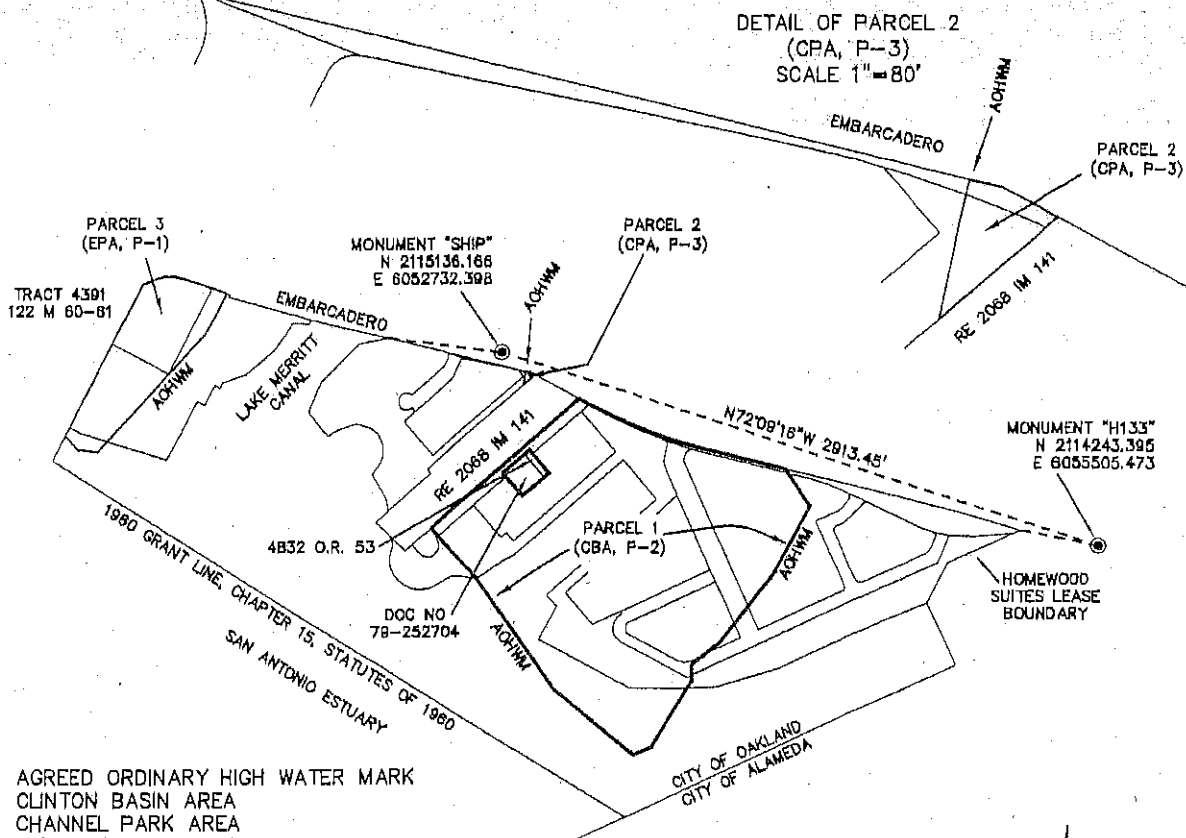
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797


Dated

END OF DESCRIPTION



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
CBA CLINTON BASIN AREA
CPA CHANNEL PARK AREA
EPA ESTUARY PARK AREA
DOC NO DOCUMENT NUMBER
IM IMAGE
M MAPS
O.R. OFFICIAL RECORDS
RE REEL

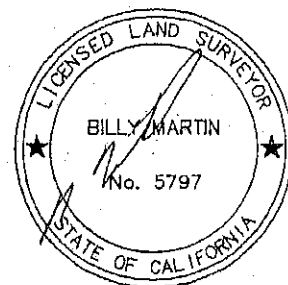
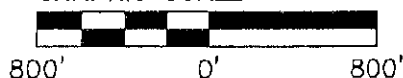
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



BKF

ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

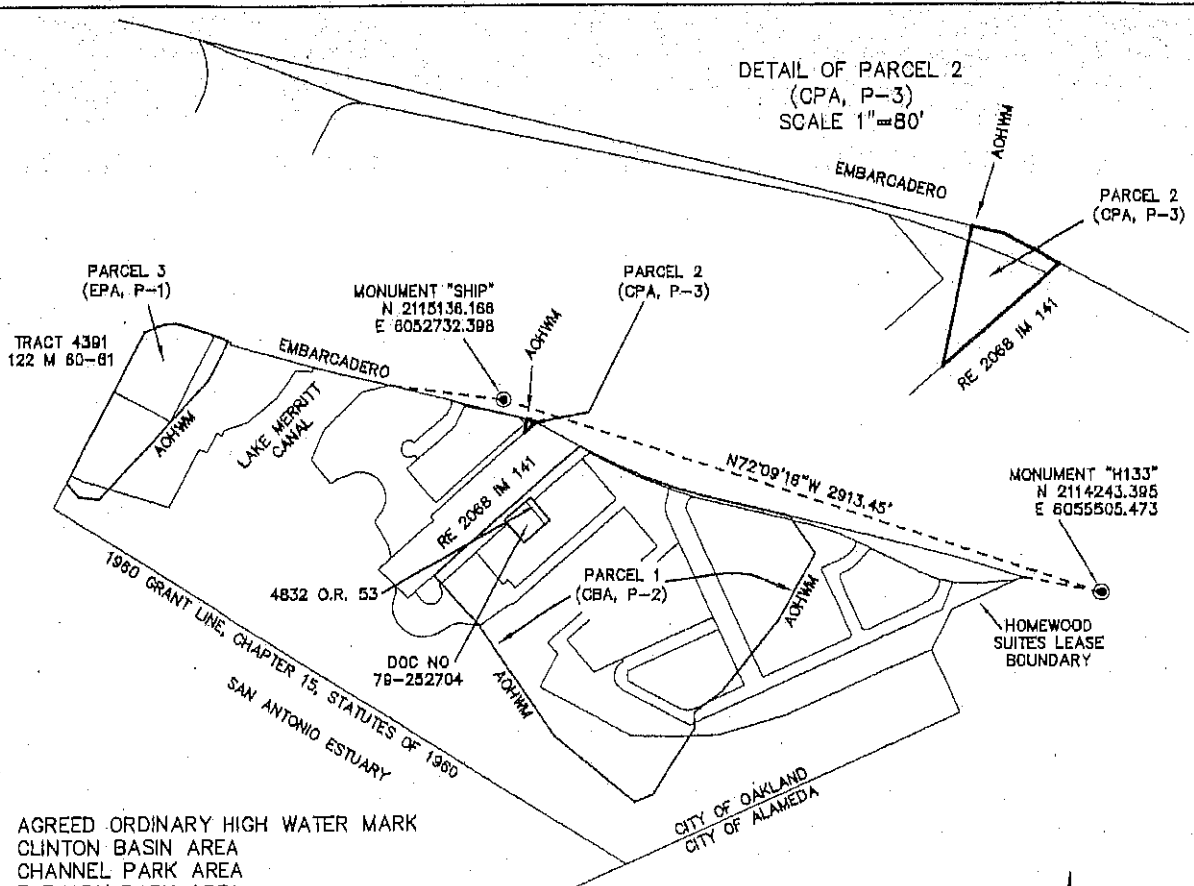
Subject **EXHIBIT M**

PARCEL 1 (CLINTON BASIN AREA, P-2)

Job No. 20010261-14-01

By **RCS** Date **06/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
CBA CLINTON BASIN AREA
CPA CHANNEL PARK AREA
EPA ESTUARY PARK AREA
DOC NO DOCUMENT NUMBER
IM IMAGE
M MAPS
O.R. OFFICIAL RECORDS
RE REEL

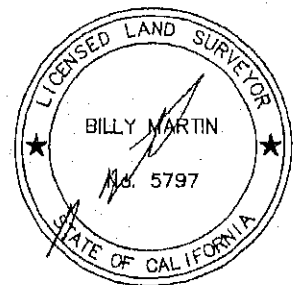
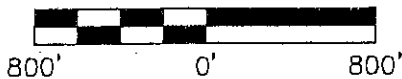
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

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GRAPHIC SCALE



BKF

ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

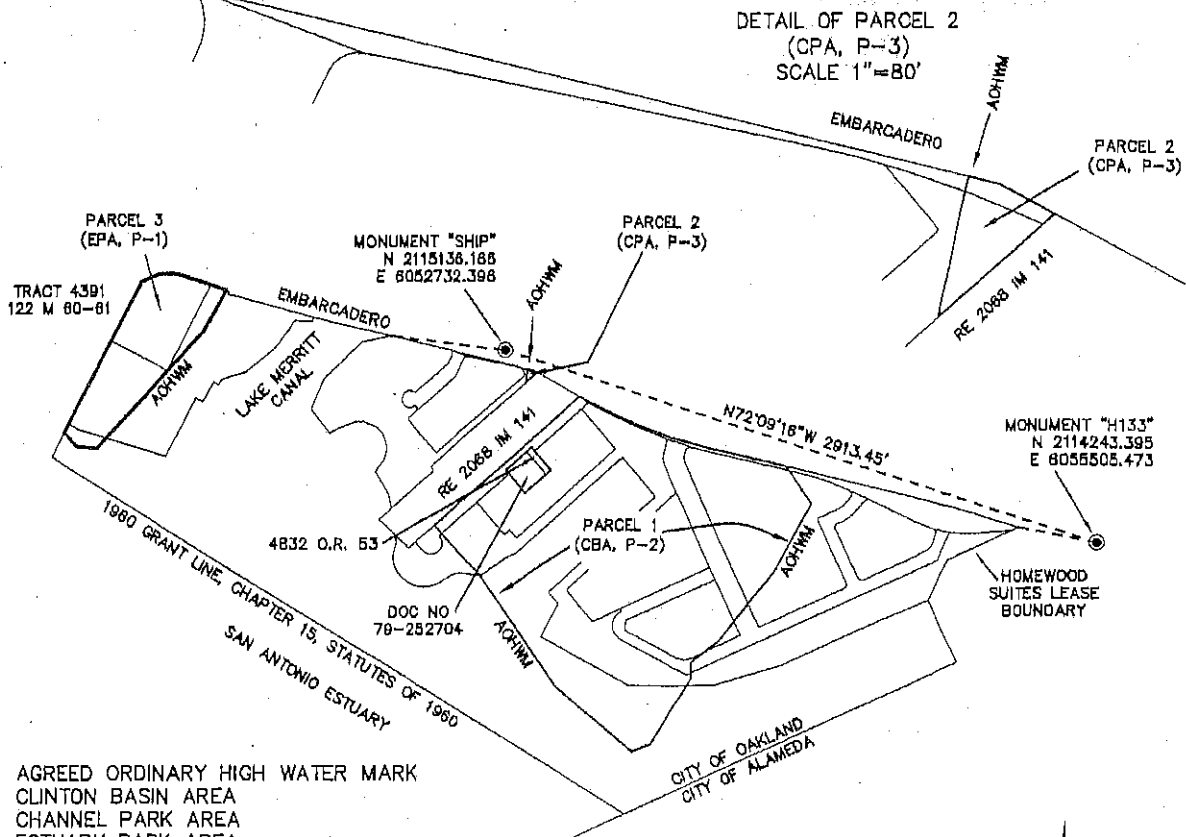
Subject **EXHIBIT M**

PARCEL 2 (CHANNEL PARK AREA, P-3)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
CBA CLINTON BASIN AREA
CPA CHANNEL PARK AREA
EPA ESTUARY PARK AREA
DOC NO DOCUMENT NUMBER
IM IMAGE
M MAPS
O.R. OFFICIAL RECORDS
RE REEL

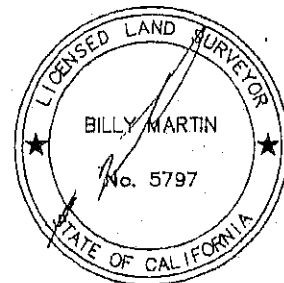
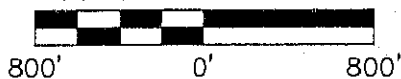
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



BKF

ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT M**

PARCEL 3 (ESTUARY PARK AREA, P-1)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**

EXHIBIT N

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Jennifer Lucchesi, Legal Dept

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.
S.L.C. AD 548/G01-05.8

STATE OF CALIFORNIA
QUITCLAIM DEED
(After-Acquired Lands Quitclaim)

WHEREAS, pursuant to Oak Street to 9th Avenue Exchange Act, Chapter 542, Statutes of 2004 ("EXCHANGE ACT") the State of California, acting by and through the State Lands Commission ("STATE"), the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "PORT"), and Oakland Harbor Partners, LLC, a California limited liability company ("OHP") have entered into a boundary line and exchange agreement with respect to certain lands in the City of Oakland, County of Alameda, State of California described in Section 2(s) of the EXCHANGE ACT (the "OAK STREET TO 9TH AVENUE PROPERTY"), the terms and conditions of which agreement are fully set forth in that certain agreement entitled the "Oak Street to 9th Avenue District Boundary Line and Exchange Agreement" recorded in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "EXCHANGE AGREEMENT");

WHEREAS, the purpose of the EXCHANGE AGREEMENT is to settle the title character and boundary of certain lands and to implement an exchange and sale of lands within the OAK STREET TO 9TH AVENUE PROPERTY;

WHEREAS, through the implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, certain lands within the OAK STREET TO 9TH AVENUE PROPERTY will be sovereign lands subject to the Public Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "PUBLIC TRUST") and the terms and conditions of the Granted Lands Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "GRANTED LANDS TRUST");

WHEREAS, also through implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, other lands within the OAK STREET TO 9TH AVENUE PROPERTY subject to or asserted to be subject to the PUBLIC TRUST and the GRANTED LANDS TRUST will be freed from those Trusts and from the Town Grant (as that term is defined in the EXCHANGE AGREEMENT) (the "TOWN GRANT");

State to Port Quitclaim Deed
(BLA - GL)
Page 1 of 3

WHEREAS, the STATE and the PORT have each conducted independent studies and evaluations of the title and boundary evidence concerning the location of the boundary of and title to the characters of lands comprising the OAK STREET TO 9TH AVENUE PROPERTY, including good faith efforts to locate the legal boundary (the "ORDINARY HIGH WATER MARK") between the GRANTED LANDS (as defined in the EXCHANGE AGREEMENT), some of which have been modified in configuration or filled, and the AFTER-ACQUIRED LANDS (as defined in the EXCHANGE AGREEMENT). These efforts included examination of historic maps and surveys, rancho patents, and relevant court cases. Based on such efforts, the STATE and the PORT reached agreement set forth in the EXCHANGE AGREEMENT on the location of the ORDINARY HIGH WATER MARK depicted, solely for reference purposes, in **Exhibit A, hereto**. That boundary line agreement considers and resolves uncertainty regarding the character of lands between AFTER-ACQUIRED LANDS and GRANTED LANDS;

WHEREAS, as provided in the EXCHANGE AGREEMENT, the PORT and the STATE agreed to exchange mutual quitclaims to effectuate the boundary line agreement;

WHEREAS, pursuant to that agreement the STATE will quitclaim to the PORT any claim of the STATE that the AFTER-ACQUIRED LANDS described in Exhibit B hereto (attached to this instrument and made a part of it by reference) are GRANTED LANDS; and

WHEREAS, the State Lands Commission, at its public meeting in _____, California on _____, approved Minute Item No. __, which authorizes the EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT.

NOW, THEREFORE,

The State of California, acting by and through the State Lands Commission, does hereby remise, release, and forever quitclaim to the PORT all claims of the STATE that the lands in the City of Oakland, County of Alameda, State of California described in Exhibit B hereto are lands of the character of GRANTED LANDS.

[Remainder of page intentionally left blank]

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

ARNOLD SCHWARZENEGGER
Governor

Attest:

SECRETARY OF STATE

Countersigned:

PAUL D. THAYER
EXECUTIVE OFFICER
STATE LANDS COMMISSION

EXHIBIT O

**CERTIFICATE OF ACCEPTANCE
(_____ PARCELS)**

This is to certify that the interest in real property conveyed by the State of California Patent dated _____, _____ from the State of California to the City of Oakland, a municipal corporation, acting by and through the Board of Port Commissioners ("Port"), as a trustee pursuant to Chapter 654 of the Statutes of 1911 and Chapter 15 of the Statutes of 1960, both as amended, is hereby accepted by the undersigned officer or agent on behalf of the Port. This acceptance is made pursuant to authority by that act of the Legislature set forth as Chapter 542, Statutes of 2004, and further by the authority of Port of Oakland Ordinance No. _____ dated _____, 2010. The grantee accepts title to the covered interest in real property as land subject to the public trust for commerce, navigation, and fisheries and to Chapter 654 of the Statutes of 1911, Chapter 15 of the Statutes of 1960, both as amended, and Chapter 542, Statutes of 2004. The grantee consents to the recordation of the referenced State of California Patent by its duly authorized officer.

Dated: _____, 2010.

City of Oakland, a municipal
corporation, acting by and through
its Board of Port Commissioners.

By: _____
Executive Director

**EXHIBIT P
LAND DESCRIPTION**

AD 548

GRANTED LANDS

One parcel of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (S-1)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey, said intersection being the **TRUE POINT OF BEGINNING**;

thence along last said northwesterly line of Homewood Suites Lease Boundary, and the southwesterly prolongation thereof, South 65°32'30" West, 365.13 feet;

thence South 26°30'11" West, 208.87 feet to a point on a line perpendicular to the southerly line of the Oakland City limits;

thence southerly along last said line, South 24°28'12" East, 316.70 feet, more or less, to a point on the southerly line of the Oakland City limits;

thence southwesterly along said City Limits line, South 65°31'48" West, 1,699.31 feet, more or less, to a point on the southeasterly prolongation of the easterly 1960 Grant Line, Chapter 15, Statutes of 1960;

thence northwesterly along said southeasterly prolongation, along said line and along the northwesterly prolongation of said line, North 58°23'19" West, 3,166.58 feet, more or less, to a point on the southwesterly prolongation of the southeasterly line of Tract 4391, as said tract is shown on that certain map

entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence northeasterly along last said southwesterly prolongation of said southeasterly line, North 27°24'49" East, 127.73 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along said common line the following four (4) courses,
South 44°03'22" East, 88.16 feet;

thence South 82°33'22" East, 92.40 feet;

thence North 42°56'38" East, 745.80 feet;

thence North 28°41'38" East, 213.06 feet;

thence South 71°20'21" East, 20.99 feet;

thence South 51°44'16" West, 14.03 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears North 16°36'09" East;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 3°07'29" and an arc length of 519.88 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, along said southerly line, South 76°31'20" East, 926.75 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 12°41'38" West, 66.36 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said northwesterly line, South 49°10'19" West, 590.15 feet;

thence continuing along last said line, South 40°49'41" East, 23.60 feet;

thence continuing along last said line, South 49°10'19" West, 343.45 feet to the

most westerly corner of said lands of Silveira;

thence along the southerly line last said lands, South $46^{\circ}34'41''$ East, 195.25 feet to the most southerly corner of said lands;

thence along the southeasterly line of said lands of Silveira, North $49^{\circ}10'19''$ East, 158.22 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line the following ten (10) courses, South $43^{\circ}18'22''$ East, 319.32 feet;

thence South $34^{\circ}48'22''$ East, 624.98 feet;

thence South $50^{\circ}18'22''$ East, 481.77 feet;

thence North $65^{\circ}56'38''$ East, 89.09 feet;

thence North $32^{\circ}26'38''$ East, 362.97 feet;

thence North $02^{\circ}48'22''$ West, 72.59 feet;

thence North $52^{\circ}26'38''$ East, 164.99 feet;

thence North $38^{\circ}26'38''$ East, 409.17 feet;

thence North $28^{\circ}56'38''$ East, 362.97 feet;

thence North $34^{\circ}33'22''$ West, 208.16 feet to the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

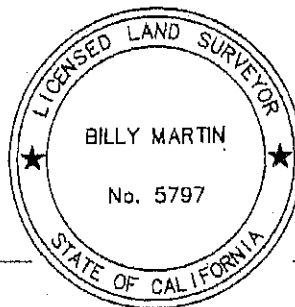
thence along said southerly line, South $76^{\circ}29'52''$ East, 566.34 feet to the beginning of a tangent curve to the right;

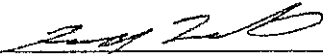
thence continuing along said southerly line, along said curve having a radius of 7,326.00 feet, through a central angle of $4^{\circ}20'54''$ and an arc length of 555.99 feet to the **TRUE POINT OF BEGINNING**, containing an area of 3,558,963 square feet or 81.70 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held

record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

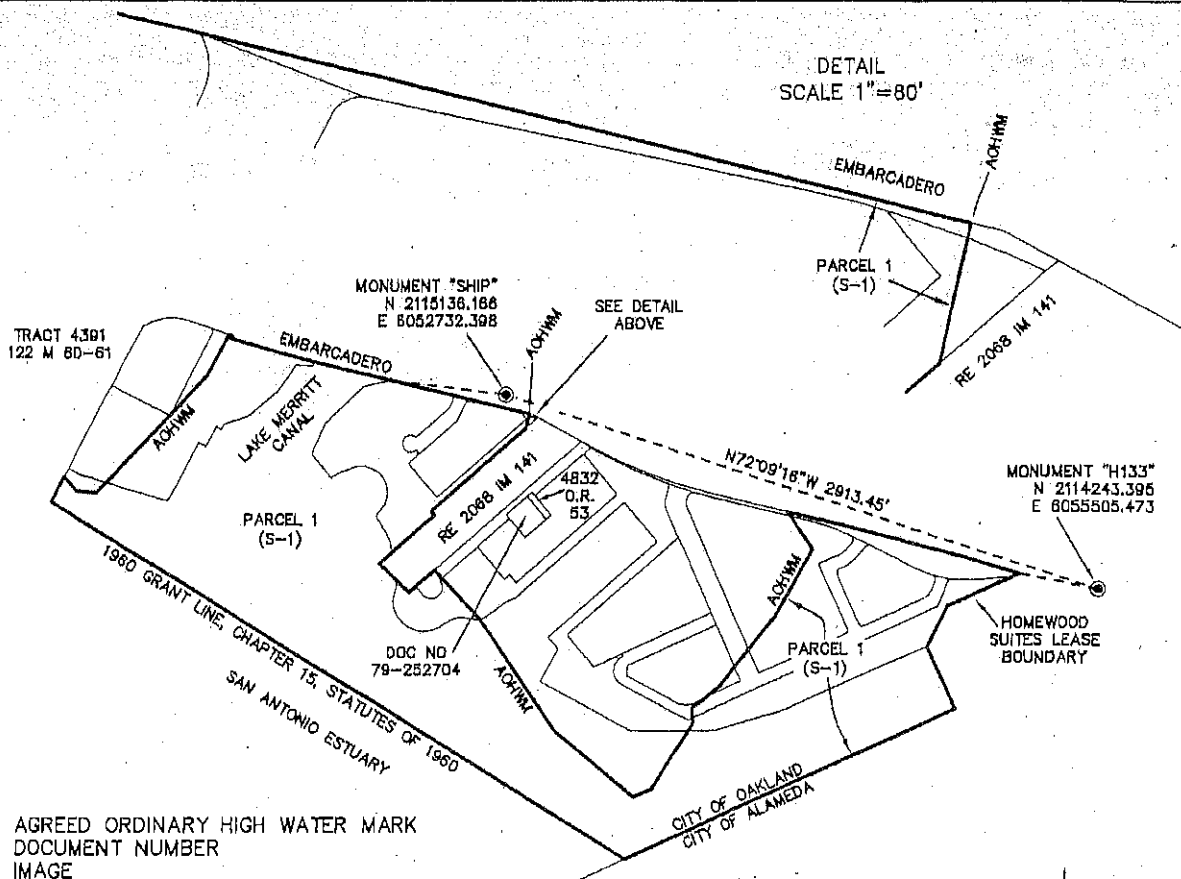
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797


Dated

END OF DESCRIPTION



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
 DOC NO DOCUMENT NUMBER
 IM IMAGE
 M MAPS
 O.R. OFFICIAL RECORDS
 RE REEL

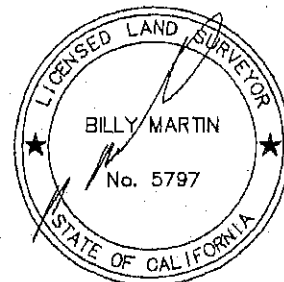
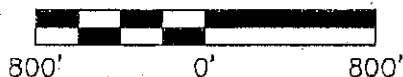
BASIS OF BEARINGS

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NOTE

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GRAPHIC SCALE



BKF

ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject **EXHIBIT P**

PARCEL 1 (S-1)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**

EXHIBIT Q

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202

Attn: _____

**STATE OF CALIFORNIA
OFFICIAL BUSINESS**

Document entitle to free recordation
Pursuant to Government Code Section 27383

A.P.N. #

SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED OF THE CITY OF OAKLAND, A MUNICIPAL CORPORATION,
ACTING BY AND THROUGH ITS BOARD OF PORT COMMISSIONERS
(Granted Lands Quitclaim)**

This Quitclaim Deed ("Port to State Granted Lands Quitclaim") dated as of the date of execution is made and entered into by the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "PORT") in favor of the State of California ("STATE") in the following context:

WHEREAS, pursuant to Oak Street to 9th Avenue Exchange Act, Chapter 542, Statutes of 2004 ("EXCHANGE ACT") the State of California, acting by and through the State Lands Commission ("STATE"), the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "PORT"), and Oakland Harbor Partners, LLC, a California limited liability company ("OHP") have entered into a boundary line and exchange agreement with respect to certain lands in the City of Oakland, County of Alameda, State of California described in Section 2(s) of the EXCHANGE ACT (the "OAK STREET TO 9TH AVENUE PROPERTY"); the terms and conditions of which agreement are fully set forth in that certain agreement entitled the "Oak Street to 9th Avenue District Boundary Line and Exchange Agreement" recorded in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "EXCHANGE AGREEMENT");

WHEREAS, the purpose of the EXCHANGE AGREEMENT is to settle the title character and boundary of certain lands and to implement an exchange and sale of lands within the OAK STREET TO 9TH AVENUE PROPERTY;

WHEREAS, through the implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, certain lands within the OAK STREET TO 9TH AVENUE

Port to State Quitclaim Deed

(BLA - Granted Lands)

Page 1 of 4

PROPERTY will be sovereign lands subject to the Public Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "PUBLIC TRUST") and the terms and conditions of the Granted Lands Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "GRANTED LANDS TRUST");

WHEREAS, also through implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, other lands within the OAK STREET TO 9TH AVENUE PROPERTY subject to or asserted to be subject to the PUBLIC TRUST and the GRANTED LANDS TRUST will be freed from those Trusts and from the Town Grant (as that term is defined in the EXCHANGE AGREEMENT) (the "TOWN GRANT");

WHEREAS, the STATE and the PORT have each conducted independent studies and evaluations of the title and boundary evidence concerning the location of the boundary of and title to the characters of lands comprising the OAK STREET TO 9TH AVENUE PROPERTY, including good faith efforts to locate the legal boundary (the "ORDINARY HIGH WATER MARK") between the GRANTED LANDS (as defined in the EXCHANGE AGREEMENT), some of which have been modified in configuration or filled, and the AFTER-ACQUIRED LANDS (as defined in the EXCHANGE AGREEMENT). These efforts included examination of historic maps and surveys, rancho patents, and relevant court cases. Based on such efforts, the STATE and the PORT reached agreement set forth in the EXCHANGE AGREEMENT on the location of the ORDINARY HIGH WATER MARK depicted, solely for reference purposes, in **Exhibit A, hereto**. That boundary line agreement considers and resolves uncertainty regarding the character of lands between AFTER-ACQUIRED LANDS and GRANTED LANDS;

WHEREAS, as provided in the EXCHANGE AGREEMENT, the PORT and the STATE agreed to exchange mutual quitclaims to effectuate the boundary line agreement;

WHEREAS, pursuant to that agreement the PORT will quitclaim to the STATE any claim of the PORT that the GRANTED LANDS described in **Exhibit B hereto** (attached to this instrument and made a part of it by this reference) are AFTER-ACQUIRED LANDS;

WHEREAS, the PORT, following public hearings, adopted Port of Oakland Ordinance No. 4119 and Resolution 10-7 on March 2, 2010 and February 16, 2010 respectively, authorizing this EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT; and

WHEREAS, the State Lands Commission, at its public meeting in _____, California on _____, approved Minute Item No. __, which authorizes the EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT.

NOW, THEREFORE,

For and in consideration of the foregoing and other valuable consideration, the PORT hereby remises, releases, and forever quitclaims to the State of California, acting by and through the State Lands Commission, all claims of the PORT that the lands in the City of Oakland, County of Alameda, State of California described in Exhibit B hereto are lands of the character of AFTER-ACQUIRED LANDS.

// Remainder of this page intentionally left blank

Port to State Quitclaim Deed

(BLA - Granted Lands)

Page 2 of 4

IN WITNESS WHEREOF, the PORT has caused this Port to State Granted Lands Quitclaim to executed
as of _____

The City of Oakland, acting by and through its Board
of Port Commissioners

By _____

Its _____

Approved as to form and legality
This ____ day of _____, 2010

Port Attorney

Port Ordinance No. _____

State of California

County of _____

On _____, 2010 before me, _____,
Notary Public, personally appeared _____, 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.

Notary Public

Name of Notary: _____
County of Notary's principal place of business: _____
Notary's telephone number: _____
Notary's registration number: _____
Notary's commission expiration date: _____

Port to State Quitclaim Deed
(BLA - Granted Lands)
Page 4 of 4

EXHIBIT R

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Legal Division

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.
S.L.C. AD 548/G01-5.8

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code Section 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port"), a _____ dated _____, 2010, a true and correct copy of which is attached hereto as Exhibit 1, of _____ in real property described therein.

The STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for Alameda County.

The said interests in real property are accepted by the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

[Remainder of page intentionally left blank]

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. C ____ of its public meeting in _____, California on _____ by its duly authorized undersigned officer:

STATE OF CALIFORNIA
STATE LANDS COMMISSION

Dated: _____ By: _____
PAUL D. THAYER
Executive Officer

EXHIBIT 1 AND ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

**EXHIBIT S
LAND DESCRIPTION**

AD 548

**CERTAIN GRANTED LANDS AND AFTER-ACQUIRED LANDS
TO BE CONFIRMED BY THE STATE**

One parcel of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (S-1, P-1A, P-2A, P-3A)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary and a portion of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey, said intersection being the **TRUE POINT OF BEGINNING**;

thence along last said northwesterly line of Homewood Suites Lease Boundary, and the southwesterly prolongation thereof, South 65°32'30" West, 365.13 feet;

thence South 26°30'11" West, 208.87 feet to a point on a line perpendicular to the southerly line of the Oakland City limits;

thence southerly along last said line, South 24°28'12" East, 316.70 feet, more or less, to a point on the southerly line of the Oakland City limits;

thence southwesterly along said City Limits line, South 65°31'48" West, 1,699.31 feet, more or less, to a point on the southeasterly prolongation of the easterly 1960 Grant Line, Chapter 15, Statutes of 1960;

thence northwesterly along said southeasterly prolongation, along said line and along the northwesterly prolongation of said line, North $58^{\circ}23'19''$ West, 3,166.58 feet, more or less, to a point on the southwesterly prolongation of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence northeasterly along last said southwesterly prolongation, and along said southeasterly line, North $27^{\circ}24'49''$ East, 606.74 feet;

thence South $62^{\circ}35'11''$ East, 301.35 feet;

thence North $27^{\circ}24'49''$ East, 427.29 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of $98^{\circ}45'10''$ and an arc length of 25.85 feet;

thence South $71^{\circ}20'21''$ East, 112.88 feet;

thence South $51^{\circ}44'16''$ West, 14.03 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears North $16^{\circ}36'09''$ East;

thence along said curve having a radius of 9,532.63 feet, through a central angle of $3^{\circ}07'29''$ and an arc length of 519.88 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, along said southerly line, South $76^{\circ}31'20''$ East, 926.75 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South $12^{\circ}41'38''$ West, 7.13 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears South $20^{\circ}28'09''$ West;

thence easterly along said curve having a radius of 512.00 feet, through a central angle of $4^{\circ}24'15''$ and an arc length of 39.36 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said northwesterly line, South $49^{\circ}10'19''$ West, 655.33 feet;

thence continuing along last said line, South 40°49'41" East, 23.60 feet;

thence continuing along last said line, South 49°10'19" West, 343.45 feet to the most westerly corner of said lands of Silveira;

thence along the southerly line last said lands, South 46°34'41" East, 195.25 feet to the most southerly corner of said lands;

thence along the southeasterly line of said lands of Silveira, North 49°10'19" East, 44.02 feet;

thence South 40°49'41" East, 53.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 51.00 feet, through a central angle of 180°00'00" and an arc length of 160.22 feet;

thence North 40°49'41" West, 1.00 feet;

thence North 49°10'19" East, 235.41 feet;

thence South 40°49'41" East, 196.00 feet;

thence North 49°10'19" East, 32.00 feet;

thence South 40°49'41" East, 50.00 feet;

thence North 49°10'19" East, 625.00 feet;

thence North 40°49'41" West, 248.00 feet;

thence North 49°10'19" East, 32.66 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of 69°05'43" and an arc length of 18.09 feet;

thence South 61°43'58" East, 68.53 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 9°12'42" and an arc length of 320.26 feet to a point of reverse curvature;

thence along said curve having a radius of 15.00 feet, through a central angle of 88°43'49" and an arc length of 23.23 feet;

thence South 17°47'09" West, 48.55 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 75.00 feet, through a central angle of 42°14'39" and an arc length of 55.30 feet;

thence South 24°27'30" East, 142.89 feet;

thence South 49°10'19" West, 690.00 feet;

thence South 40°49'41" East, 196.50 feet;

thence North 65°32'30" East, 142.44 feet;

thence South 24°27'30" East, 12.00 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 24°27'30" East;

thence southerly along said curve having a radius of 73.00 feet, through a central angle of 128°00'00" and an arc length of 163.08 feet;

thence South 62°27'30" East, 351.97 feet;

thence North 65°32'30" East, 23.24 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line the following five (5) courses,
North 2°48'22" West, 47.04 feet;

thence North 52°26'38" East, 164.99 feet;

thence North 38°26'38" East, 409.17 feet;

thence North 28°56'38" East, 362.97 feet;

thence North 34°33'22" West, 208.16 feet to the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

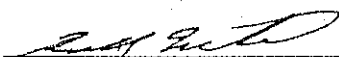
thence along last said southerly line, South 76°29'52" East, 566.34 feet to the beginning of a tangent curve to the right;

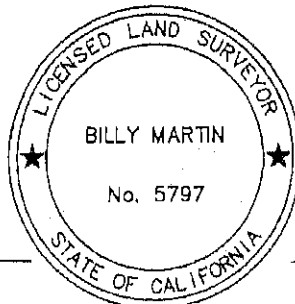
thence continuing along last said southerly line, along said curve having a radius of 7,326.00 feet, through a central angle of 4°20'54" and an arc length of 555.99

feet to the **TRUE POINT OF BEGINNING**, containing an area of 4,406,298 square feet or 101.15 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

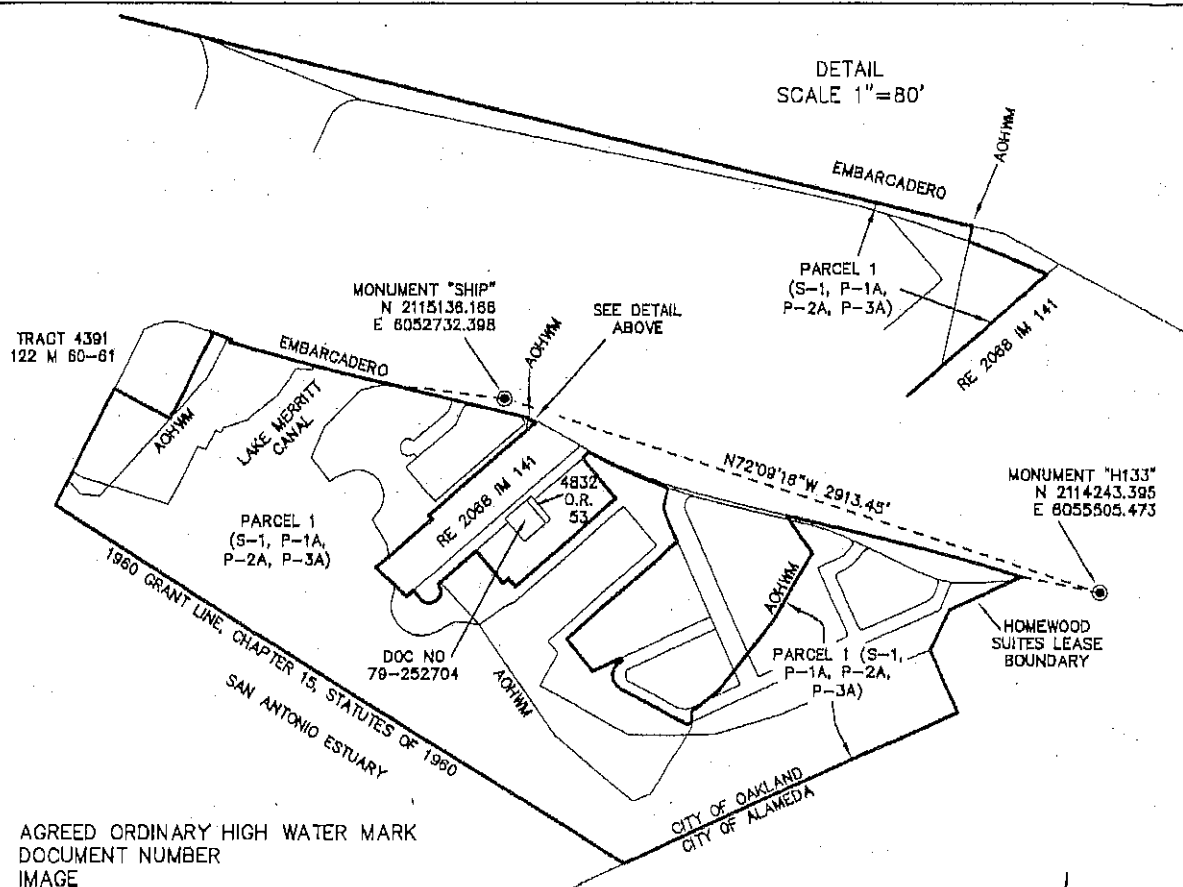
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Billy Martin, P.L.S. 5797



JUL 16, 2010
Dated

END OF DESCRIPTION



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
 DOC NO DOCUMENT NUMBER
 IM IMAGE
 M MAPS
 O.R. OFFICIAL RECORDS
 RE REEL

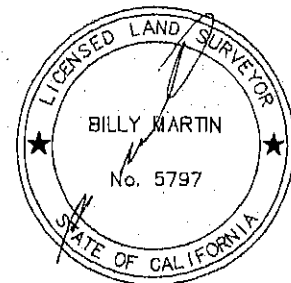
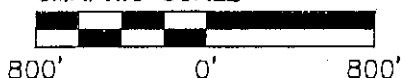
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER B, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject **EXHIBIT S**

PARCEL 1 (S-1, P-1A, P-2A, P-3A)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**
 SHEET **1** OF **1**

EXHIBIT T

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202

Attn: _____

**STATE OF CALIFORNIA
OFFICIAL BUSINESS**

Document entitle to free recordation
Pursuant to Government Code Section 27383

A.P.N. #

SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED OF THE CITY OF OAKLAND, A MUNICIPAL CORPORATION,
ACTING BY AND THROUGH ITS BOARD OF PORT COMMISSIONERS**

(Final Public Trust Parcels, the Trust Termination Parcels (Granted Lands), and the Public Trust
Easement Street Parcels (Granted Lands))

This Quitclaim Deed ("PORT TO STATE FFTP, TTP(GL) AND PTESP(GL) QUITCLAIM") dated as of the
date of execution is made in the following context:

WHEREAS, pursuant to Oak Street to 9th Avenue Exchange Act, Chapter 542, Statutes of 2004
("EXCHANGE ACT") the State of California, acting by and through the State Lands Commission ("STATE"),
the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("PORT")
and Oakland Harbor Partners, LLC, a California limited liability company ("OHP") have entered into a
boundary line and exchange agreement with respect to certain lands in the City of Oakland, County of Alameda,
State of California described in Section 2(s) of the EXCHANGE ACT (the "OAK STREET TO 9TH AVENUE
PROPERTY"), the terms and conditions of which agreement are fully set forth in that certain agreement entitled
the "Oak Street to 9th Avenue District Boundary Line and Exchange Agreement" recorded in the Official
Records of the County of Alameda, as Recorder's Document No. _____ (the "EXCHANGE
AGREEMENT");

WHEREAS, the purpose of the EXCHANGE AGREEMENT is to settle the title character and boundary
of certain lands and to implement an exchange and sale of lands within the OAK STREET TO 9TH AVENUE
PROPERTY;

WHEREAS, through the implementation of the Exchange Agreement and associated conveyances,
documents and agreement, certain lands within the OAK STREET TO 9TH AVENUE PROPERTY will be
sovereign lands subject to the Public Trust (as that term is defined in the EXCHANGE AGREEMENT) (the
"PUBLIC TRUST") and the terms and conditions of the Granted Lands Trust (as that term is defined in the
EXCHANGE AGREEMENT) (the "GRANTED LANDS TRUST");

WHEREAS, also through implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, other lands within the OAK STREET TO 9TH AVENUE PROPERTY subject to or asserted to be subject to the PUBLIC TRUST and the GRANTED LANDS TRUST will be freed from those Trusts and from the Town Grant (as that term is defined in the EXCHANGE AGREEMENT) (the "TOWN GRANT");

WHEREAS, the Exchange Agreement requires the Port to quitclaim to the State all of its right, title and interest in the Final Public Trust Parcels, the Trust Termination Parcels (Granted Lands), and the Public Trust Easement Street Parcels (Granted Lands) (as those terms are each defined in the Exchange Agreement) (respectively the "FINAL PUBLIC TRUST PARCELS," the "TRUST TERMINATION PARCELS (GRANTED LANDS)," and the "PUBLIC TRUST EASEMENT STREET PARCELS (GRANTED LANDS)") and described in Exhibit 1 (attached to this Quitclaim Deed and made a part of it by reference), including any interest it hold or may hold in such lands by virtue of the GRANTED LANDS TRUST, the TOWN GRANT, or both;

WHEREAS, this PORT TO STATE FFTP, TTP(GL) AND PTESP(GL) QUITCLAIM is made pursuant to and in implementation of the EXCHANGE AGREEMENT and associated agreements and documents in order for the STATE to issue patents to be recorded simultaneously herewith;

WHEREAS, the PORT, following public hearings, adopted Port of Oakland Ordinance No. 4119 and Resolution 10-7, on March 2, 2010 and February 16, 2010 respectively authorizing this EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT; and

WHEREAS, the State Lands Commission, at its public meeting in _____, California on _____, approved Minute Item No. ____, which authorizes the EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT.

NOW, THEREFORE,

For and in consideration of the foregoing and other valuable consideration, the PORT hereby remises, releases, and forever quitclaims to the State of California, acting by and through the State Lands Commission, all of its right, title, and interest in the FINAL PUBLIC TRUST PARCELS, the TRUST TERMINATION PARCELS (GRANTED LANDS), and the PUBLIC TRUST EASEMENT STREET PARCELS (GRANTED LANDS) described in Exhibit I hereto. This conveyance shall include any right, title, and interest of the PORT arising from the GRANTED LANDS TRUST, the TOWN GRANT, or both.

// Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the Port has caused this Port to State Granted Lands Deed to be executed as of _____, 2010.

The City of Oakland, acting by and through its Board of Port Commissioners

By _____

Its _____

Approved as to form and legality
This ____ day of _____, 2010

Port Attorney

Port Ordinance No. _____

State of California

County of _____

On _____, 2010 before me, _____,
Notary Public, personally appeared _____, 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.

Notary Public

Name of Notary: _____
County of Notary's principal place of business: _____
Notary's telephone number: _____
Notary's registration number: _____
Notary's commission expiration date: _____

EXHIBIT U

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Jennifer Lucchesi, Legal Dept

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.
S.L.C. AD 548/G01-5.8

STATE OF CALIFORNIA
PATENT
(Final Public Trust Parcels)

WHEREAS, pursuant to Oak Street to 9th Avenue Exchange Act, Chapter 542, Statutes of 2004 ("EXCHANGE ACT") the State of California, acting by and through the State Lands Commission ("STATE"), the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "PORT"), and Oakland Harbor Partners, LLC, a California limited liability company ("OHP"), have entered into a boundary line and exchange agreement with respect to certain lands in the City of Oakland, County of Alameda, State of California described in Section 2(s) of the EXCHANGE ACT (the "OAK STREET TO 9TH AVENUE PROPERTY"), the terms and conditions of which agreement are fully set forth in that certain agreement entitled the "Oak Street to 9th Avenue District Boundary Line and Exchange Agreement" recorded in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "EXCHANGE AGREEMENT");

WHEREAS, the purpose of the EXCHANGE AGREEMENT is to settle the title character and boundary of certain lands and to implement an exchange and sale of lands within the OAK STREET TO 9TH AVENUE PROPERTY;

WHEREAS, through the implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, certain lands within the OAK STREET TO 9TH AVENUE PROPERTY will be sovereign lands subject to the Public Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "PUBLIC TRUST") and the terms and conditions of the Granted Lands Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "GRANTED LANDS TRUST");

WHEREAS, also through implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, other lands within the OAK STREET TO 9TH AVENUE PROPERTY subject to or asserted to be subject to the PUBLIC TRUST and the GRANTED LANDS TRUST will be freed

from those Trusts and from the Town Grant (as that term is defined in the EXCHANGE AGREEMENT) (the "TOWN GRANT");

WHEREAS, the State Lands Commission, at its public meeting in _____, California on _____, approved Minute Item No. __, which authorizes the EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT;

WHEREAS, pursuant to the EXCHANGE AGREEMENT, it is the intent of STATE to convey any right, title, and interest it has in the Final Public Trust Parcels (as that term is defined in the EXCHANGE AGREEMENT) ("FINAL PUBLIC TRUST PARCELS") described in Exhibit A and depicted in Exhibit B (both of which are attached to this instrument and made a part of it by reference); and

WHEREAS, the STATE, acting by and through the Executive Officer of its State Lands Commission pursuant to Minute Item No. _____, has accepted the quitclaim of the _____ for the FINAL PUBLIC TRUST PARCELS, so that the STATE may convey the FINAL PUBLIC TRUST PARCELS to the PORT, as sovereign lands subject to the PUBLIC TRUST, the GRANTED LANDS TRUST and the EXCHANGE ACT.

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby remise, release, and forever quitclaim all of its right title and interest existing by virtue of its sovereignty in the FINAL PUBLIC TRUST PARCELS, described in Exhibit A and depicted in Exhibit B hereto, to the PORT, as trustee pursuant to the EXCHANGE ACT to be held as sovereign lands and as the legal character of tide and submerged lands, subject to the PUBLIC TRUST, the GRANTED LANDS TRUST and the EXCHANGE ACT.

[Remainder of page intentionally left blank]

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

ARNOLD SCHWARZENEGGER
Governor

Attest:

SECRETARY OF STATE

Countersigned:

PAUL D. THAYER
EXECUTIVE OFFICER
STATE LANDS COMMISSION

**EXHIBIT V
LAND DESCRIPTION**

AD 548

TRUST TERMINATION PARCELS (GRANTED LANDS)

Four parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (S/M)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence South 76°31'20" East, 295.07 feet;

thence South 69°13'14" East, 84.02 feet to the **TRUE POINT OF BEGINNING**;

thence South 78°26'43" East, 210.60 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 512.00 feet, through a central angle of 4°24'30" and an arc length of 39.39 feet;

thence South 40°49'41" East, 39.73 feet;

thence South 49°10'19" West, 555.00 feet;

thence North 40°49'41" West, 208.00 feet;

thence North 49°10'19" East, 297.61 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 25.00 feet, through a central angle of 22°59'41" and an arc length of 10.03 feet;

thence North 26°10'38" East, 85.29 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of 75°22'39" and an arc length of 19.73 feet to the **TRUE POINT OF BEGINNING**, containing an area of 107,288 square feet or 2.46 acres, more or less.

Parcel 2 (S/D2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 20°47'36", and an arc length of 197.78 feet to a point of cusp with a curve to the right, from which point a radial line, from the curve to the radius point, bears South 16°22'53" West;

thence southeasterly along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet;

thence South 21°56'23" West, 50.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of 43°36'07" and an arc length of 53.27 feet;

thence South 65°32'30" West, 934.64 feet to the **TRUE POINT OF BEGINNING**;

thence South 65°32'30" West, 188.89 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 52°26'38" East, 87.42 feet;

thence continuing along last said common line, North 38°26'38" East, 116.54 feet;

thence leaving last said common line, South 24°27'30" East, 72.90 feet to the **TRUE POINT OF BEGINNING**, containing an area of 5,652 square feet or 0.13 acres, more or less.

Parcel 3 (S/B2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 337.37 feet to the **TRUE POINT OF BEGINNING**;

thence North 64°19'58" West, 0.77 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence North 76°31'39" West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 34°33'22" East, 182.25 feet;

thence continuing along last said common line, South 28°56'38" West, 362.97 feet;

thence continuing along last said common line, South 38°26'38" West, 188.61 feet;

thence leaving last said common line, South 24°27'30" East, 120.28 feet;

thence North 65°32'30" East, 439.70 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

thence North 24°27'30" West, 331.00 feet;

thence North 65°32'30" East, 110.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of 24°52'28" and an arc length of 30.39 feet;

thence North 40°40'02" East, 52.07 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 105°00'00" and an arc length of 32.99 feet to the **TRUE POINT OF BEGINNING**, containing an area of 147,230 square feet or 3.38 acres, more or less.

Parcel 4 (S/A)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North $78^{\circ}53'23''$ West, 366.53 feet;

thence South $65^{\circ}32'30''$ West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South $1^{\circ}06'18''$ East;

thence along said curve having a radius of 398.00 feet, through a central angle of $3^{\circ}18'25''$ and an arc length of 22.97 feet;

thence South $85^{\circ}35'17''$ West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of $20^{\circ}47'36''$ and an arc length of 197.79 feet to the **TRUE POINT OF BEGINNING**;

thence continuing westerly along said curve having a radius of 545.00 feet, through a central angle of $9^{\circ}17'09''$, and an arc length of 88.33 feet;

thence North $64^{\circ}19'58''$ West, 237.98 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of $75^{\circ}00'00''$ and an arc length of 23.56 feet;

thence South $40^{\circ}40'02''$ West, 77.80 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 130.00 feet, through a central angle of $24^{\circ}52'28''$ and an arc length of 56.44 feet;

thence South $65^{\circ}32'30''$ West, 35.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

thence South 24°27'30" East, 256.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

thence North 65°32'30" East, 312.34 feet to the beginning of a tangent curve to the left;

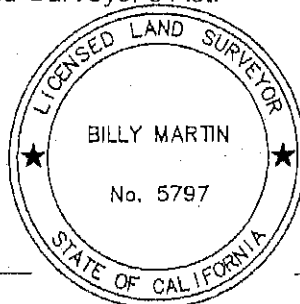
thence along said curve having a radius of 70.00 feet, through a central angle of 43°36'07" and an arc length of 53.27 feet;

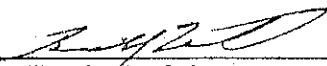
thence North 21°56'23" East, 50.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet to the **TRUE POINT OF BEGINNING**, containing an area of 100,517 square feet or 2.31 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

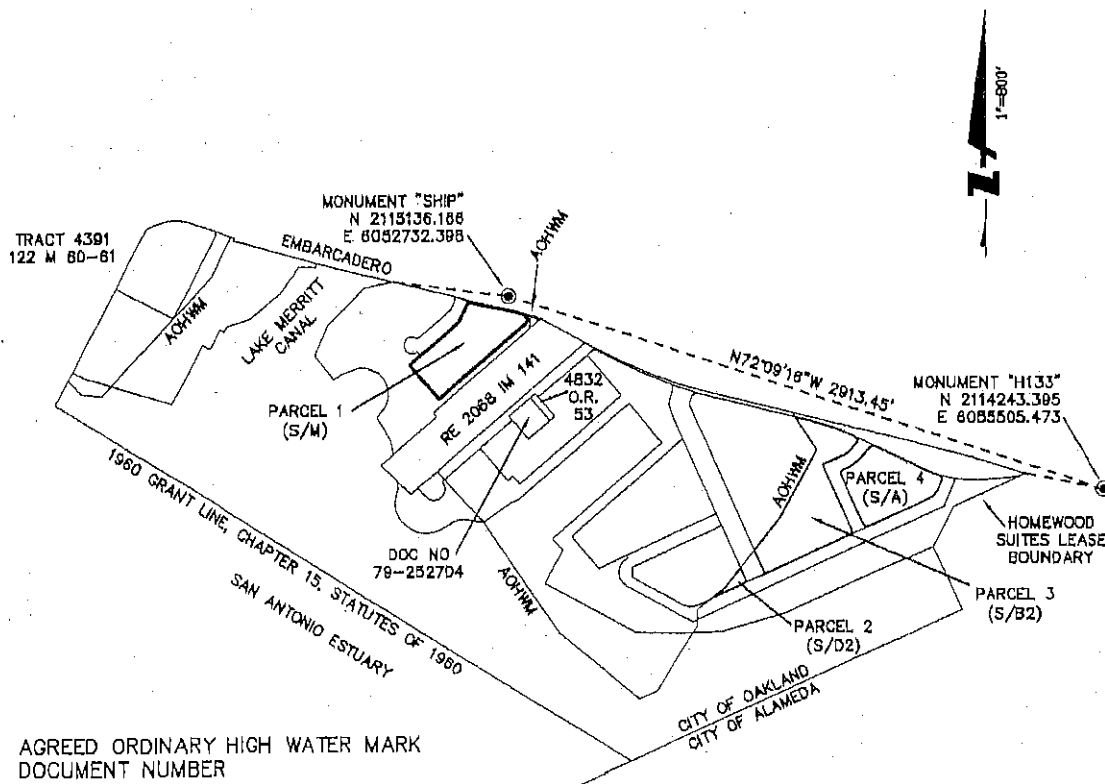
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

June 16, 2020
Dated

END OF DESCRIPTION



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
DOC NO DOCUMENT NUMBER
IM IMAGE
M MAPS
O.R. OFFICIAL RECORDS
RE REEL

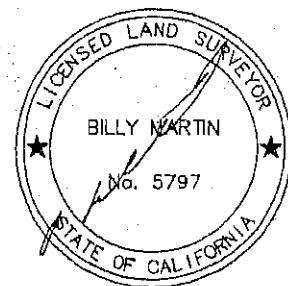
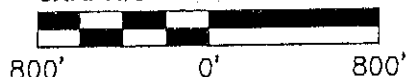
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



BKF

ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

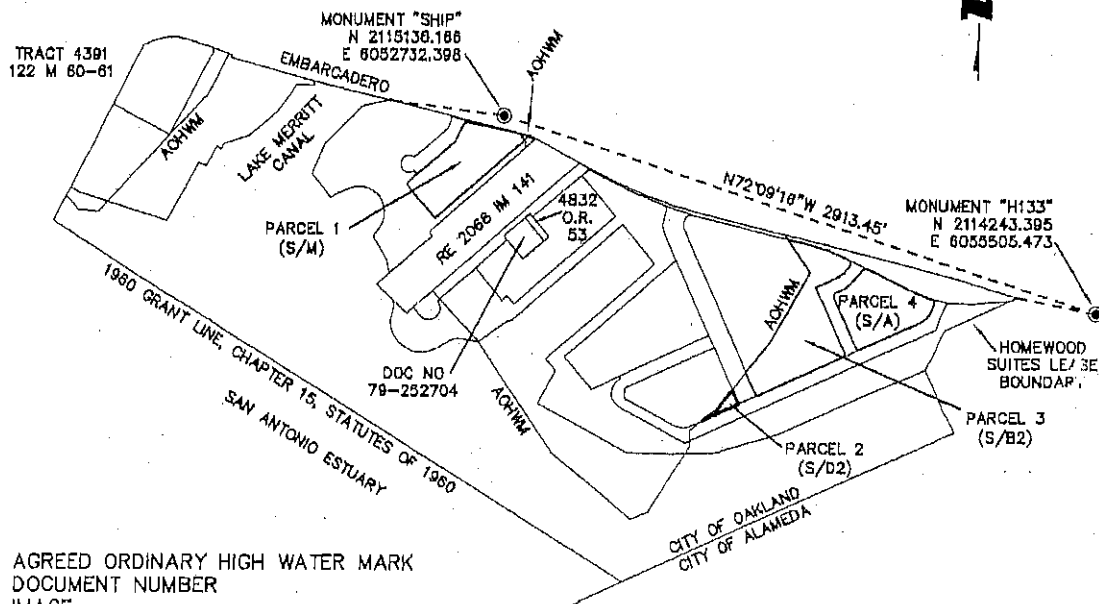
Subject EXHIBIT V

PARCEL 1 (S/M)

Job No. 20010261-14-01

By RCS Date 6/08/10 Chkd. RCS

SHEET 1 OF 1



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
DOC NO DOCUMENT NUMBER
IM IMAGE
M MAPS
O.R. OFFICIAL RECORDS
RE REEL

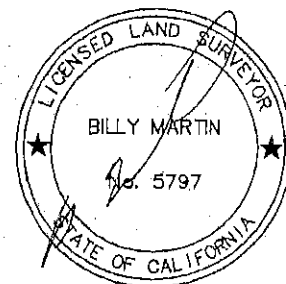
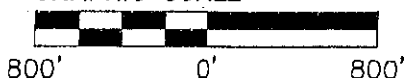
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GRAPHIC SCALE



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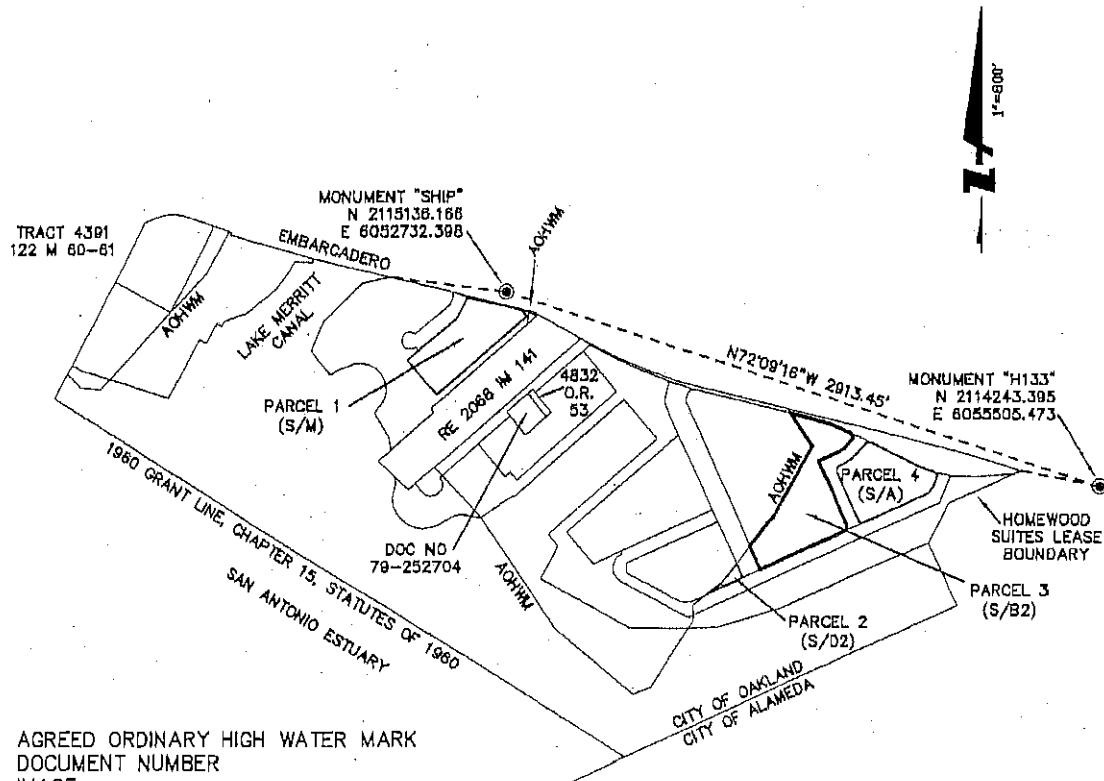
Subject **EXHIBIT V**

PARCEL 2 (S/D2)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
DOC NO DOCUMENT NUMBER
IM IMAGE
M MAPS
O.R. OFFICIAL RECORDS
RE REEL

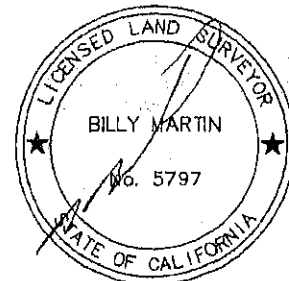
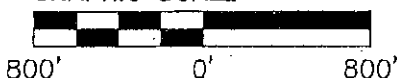
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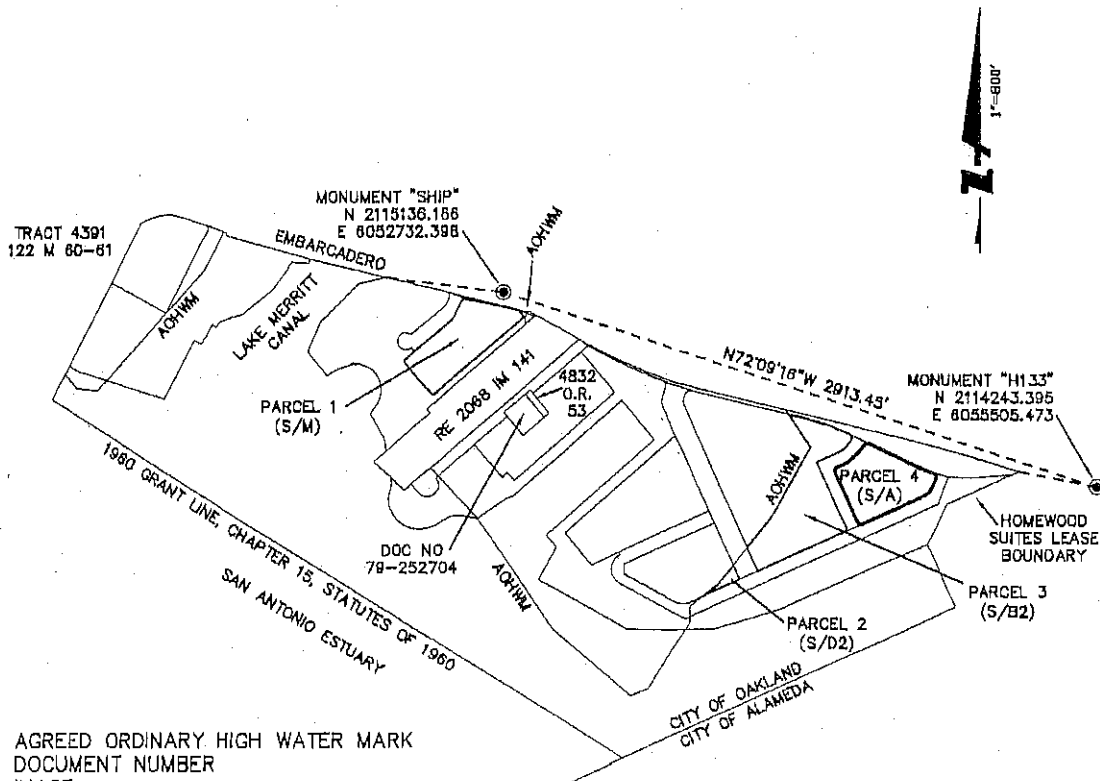
Subject **EXHIBIT V**

PARCEL 3 (S/B2)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AOHWM AGREED ORDINARY HIGH WATER MARK
 DOC NO DOCUMENT NUMBER
 IM IMAGE
 M MAPS
 O.R. OFFICIAL RECORDS
 RE REEL

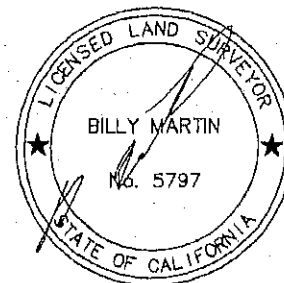
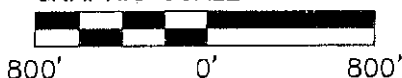
BASIS OF BEARINGS

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NOTE

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GRAPHIC SCALE



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject **EXHIBIT V**
PARCEL 4 (S/A)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**

EXHIBIT W

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Jennifer Lucchesi, Legal Dept

**STATE OF CALIFORNIA
OFFICIAL BUSINESS**

Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.

S.L.C. AD 548/G01-5.8

STATE OF CALIFORNIA
PATENT AND TRUST TERMINATION
(Trust Termination Parcels (Granted Lands))

WHEREAS, pursuant to Oak Street to 9th Avenue Exchange Act, Chapter 542, Statutes of 2004 ("Exchange Act") the State of California, acting by and through the State Lands Commission ("STATE"), the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "PORT"), and Oakland Harbor Partners, LLC, a California limited liability company ("OHP"), have entered into a boundary line and exchange agreement with respect to certain lands in the City of Oakland, County of Alameda, State of California described in Section 2(s) of the Exchange Act (the "OAK STREET TO 9TH AVENUE PROPERTY"), the terms and conditions of which agreement are fully set forth in that certain agreement entitled the "Oak Street to 9th Avenue District Boundary Line and Exchange Agreement" recorded in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "EXCHANGE AGREEMENT");

WHEREAS, the purpose of the EXCHANGE AGREEMENT is to settle the title character and boundary of certain lands and to implement an exchange and sale of lands within the OAK STREET TO 9TH AVENUE PROPERTY;

WHEREAS, through the implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, certain lands within the OAK STREET TO 9TH AVENUE PROPERTY will be sovereign lands subject to the Public Trust as that term is defined in the EXCHANGE AGREEMENT (the "PUBLIC TRUST") and the terms and conditions of the Granted Lands Trust as that term is defined in the EXCHANGE AGREEMENT (the "GRANTED LANDS TRUST");

WHEREAS, also through implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, other lands within the OAK STREET TO 9TH AVENUE PROPERTY subject to or asserted to be subject to the PUBLIC TRUST and the GRANTED LANDS TRUST will be freed from those Trusts and from the Town Grant (as that term is defined in the EXCHANGE AGREEMENT) (the "TOWN GRANT");

State to OHP Patent
Trust Termination Parcels (Granted Lands)
Page 1 of 3

WHEREAS, the State Lands Commission, at its public meeting in _____, California on _____, approved Minute Item No. ___, which authorizes the EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the Exchange Act;

WHEREAS, pursuant to the EXCHANGE AGREEMENT, it is the intent of STATE to convey any right, title and interest it has in the Trust Termination Parcels (Granted Lands) (as that term is defined in the EXCHANGE AGREEMENT) (the "TRUST TERMINATION PARCELS (GRANTED LANDS)") described in Exhibit A and depicted in Exhibit B (both of which are attached to this Patent and made a part of it by reference), including all PUBLIC TRUST interests;

WHEREAS, the PORT has remised, released, and forever quitclaimed to STATE, acting by and through the State Lands Commission, all of the PORT's right, title, and interest in the TRUST TERMINATION PARCELS (GRANTED LANDS); and

WHEREAS, the STATE, acting by and through the Executive Officer of its State Lands Commission pursuant to Minute Item No. ___, has accepted the quitclaim of the PORT for the TRUST TERMINATION PARCELS (GRANTED LANDS).

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby remise, release, and forever quitclaim all of the STATE's right title and interest existing by virtue of its sovereignty in the TRUST TERMINATION PARCELS (GRANTED LANDS), described in Exhibit A and depicted in Exhibit B. hereto, to OHP. This Patent is intended to and does terminate any and all sovereign interest of the STATE in the TRUST TERMINATION PARCELS (GRANTED LANDS) based on the PUBLIC TRUST, THE GRANTED LANDS TRUST and the TOWN GRANT.

[Remainder of page intentionally left blank]

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

ARNOLD SCHWARZENEGGER
Governor

Attest:

SECRETARY OF STATE

Countersigned:

PAUL D. THAYER
EXECUTIVE OFFICER
STATE LANDS COMMISSION

**EXHIBIT X
LAND DESCRIPTION**

AD 548

TRUST TERMINATION PARCELS (AFTER-ACQUIRED LANDS)

Five parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (P/N)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence North 76°31'20" West, 258.45 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 3°07'29" and an arc length of 519.88 feet;

thence North 51°44'16" East, 14.03 feet;

thence North 71°20'21" West, 112.88 feet to the **TRUE POINT OF BEGINNING**;

thence North 71°20'21" West, 122.15 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 200.00 feet, through a central angle of 42°30'25" and an arc length of 148.38 feet;

thence South 66°09'14" West, 60.37 feet to the northeasterly projection of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence along said northeasterly projection and said line, South 27°24'49" West, 303.93 feet;

thence South 62°35'11" East, 301.35 feet;

thence North 27°24'49" East, 427.29 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 98°45'10" and an arc length of 25.85 feet to the **TRUE POINT OF BEGINNING**, containing an area of 122,169 square feet or 2.80 acres, more or less.

Parcel 2 (P/K)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence South 76°31'20" East, 683.45 feet;

thence South 61°43'52" East, 262.27 feet;

thence South 55°12'41" East, 61.58 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 28°16'02" West;

thence along said curve having a radius of 15.00 feet, through a central angle of 69°05'43" and an arc length of 18.09 feet;

thence South 49°10'19" West, 32.66 feet to the **TRUE POINT OF BEGINNING**;

thence South 40°49'41" East, 248.00 feet;

thence South 49°10'19" West, 625.00 feet;

thence North 40°49'41" West, 50.00 feet;

thence South 49°10'19" West, 32.00 feet;

thence North 40°49'41" West, 198.00 feet;

thence North 49°10'19" East, 200.00 feet to the southwesterly line of the land described in that certain Grant Deed recorded on December 13, 1979 as Document Number 79-252704, Official Records Alameda County;

thence along last said southwesterly line, South 40°49'41" East 116.56 feet, to the most southerly corner of said land described in said Document Number 79-252704;

thence along the southeasterly line of said land described in said Document Number 79-252704 and the southeasterly line of the parcel described as "(B)" in the Quitclaim Deed to Fred H. Slater and Virginia Slater, recorded on January 18, 1946 in Book 4832 of Official Records at page 53, Alameda County Records, North 49°10'19" East 160.00 feet to the most easterly corner of said parcel "(B)";

thence along the northeasterly line of said parcel "(B)", North 40°49'41" West, 116.56 feet;

thence North 49°10'19" East, 297.00 feet to the **TRUE POINT OF BEGINNING**, containing an area of 142,687 square feet or 3.28 acres, more or less.

Parcel 3 (P/H)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 20°47'36" and an arc length of 197.79 feet to a point of cusp, with a curve to the right, from which point a radial line, from the curve to the radius point, bears South 16°22'53" West;

thence southeasterly along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet;

thence South 21°56'23" West, 50.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of 43°36'07" and an arc length of 53.27 feet;

thence South 65°32'30" West, 934.64 feet;

thence North 24°27'30" West, 346.00 feet to the **TRUE POINT OF BEGINNING**;

thence South 65°32'30" West, 606.65 feet;

thence North 40°49'41" West, 196.50 feet;

thence North 49°10'19" East, 690.00 feet;

thence South 24°27'30" East, 383.00 feet to the **TRUE POINT OF BEGINNING**, containing an area of 183,968 square feet or 4.22 acres, more or less.

Parcel 4 (P/B1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence North 76°31'39" West, 90.54 feet to the **TRUE POINT OF BEGINNING**, said point also being a point on the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 34°33'22" East, 182.25 feet;

thence continuing along last said common line, South 28°56'38" West, 362.97 feet;

thence continuing along last said common line, South 38°26'38" West, 188.61

feet;

thence leaving last said common line, North 24°27'30" West, 729.91 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of 28°14'39" and an arc length of 7.39 feet;

thence North 3°47'09" East, 20.39 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 35.00 feet, through a central angle of 101°12'29" and an arc length of 61.82 feet to a point of reverse curvature;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 1°31'17" and an arc length of 52.89 feet;

thence South 76°31'39" East, 407.69 feet to the **TRUE POINT OF BEGINNING**, containing an area of 224,208 square feet or 5.15 acres, more or less.

Parcel 5 (P/D1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to

the right;

thence along said curve having a radius of 545.00 feet, through a central angle of $20^{\circ}47'36''$ and an arc length of 197.79 feet to a point of cusp with a curve to the right, from which point a radial line, from the curve to the radius point, bears South $16^{\circ}22'53''$ West;

thence southeasterly along said curve having a radius of 18.00 feet, through a central angle of $95^{\circ}33'30''$ and an arc length of 30.02 feet;

thence South $21^{\circ}56'23''$ West, 50.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of $43^{\circ}36'07''$ and an arc length of 53.27 feet;

thence South $65^{\circ}32'30''$ West, 1,123.54 feet to the **TRUE POINT OF BEGINNING**, said point also being a point on the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence leaving last said common line, South $65^{\circ}32'30''$ West, 68.99 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 70.00 feet, through a central angle of $52^{\circ}00'00''$ and an arc length of 63.53 feet;

thence North $62^{\circ}27'30''$ West, 277.54 feet;

thence North $1^{\circ}32'30''$ East, 44.94 feet;

thence North $65^{\circ}32'30''$ East, 464.21 feet;

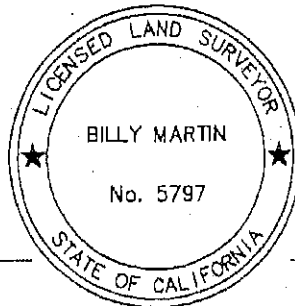
thence South $24^{\circ}27'30''$ East, 213.10 feet to a point on the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

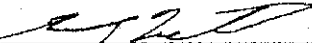
thence along last said common line, South $38^{\circ}26'38''$ West, 116.54 feet;

thence continuing along last said common line, South $52^{\circ}26'38''$ West, 87.42 feet to the **TRUE POINT OF BEGINNING**, containing an area of 108,617 square feet or 2.49 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

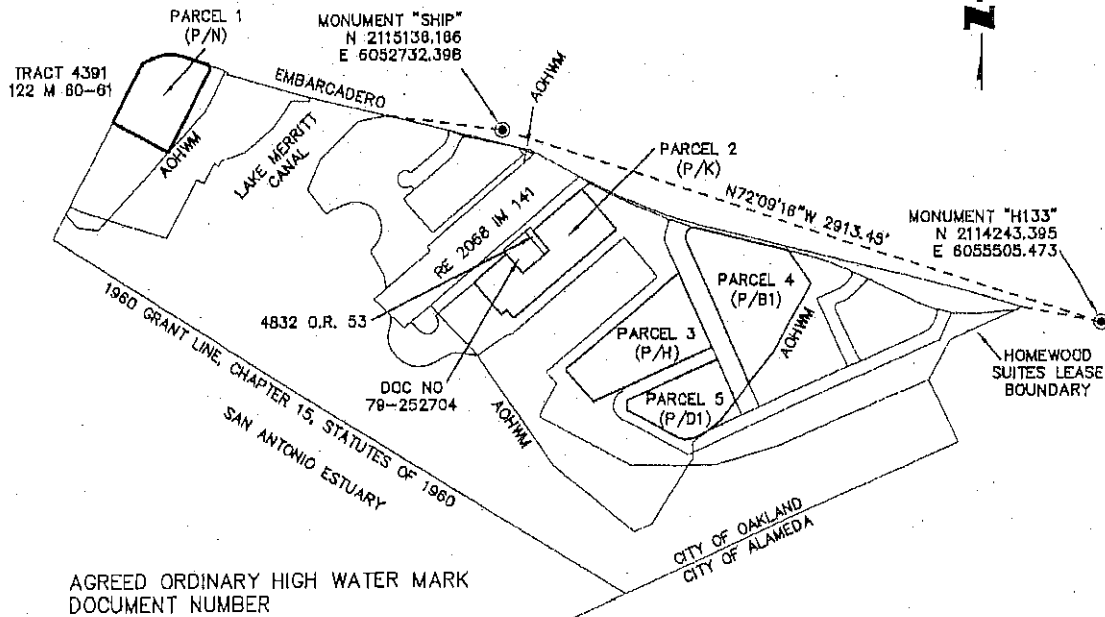
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

June 16, 2010
Dated

END OF DESCRIPTION



LEGEND

AQHW	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
M	MAPS
IM	IMAGE
O.R.	OFFICIAL RECORDS
RE	REEL

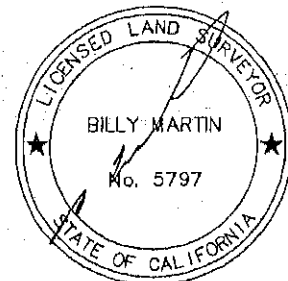
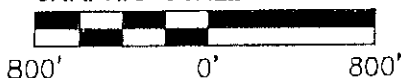
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115138.186, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

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GRAPHIC SCALE



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

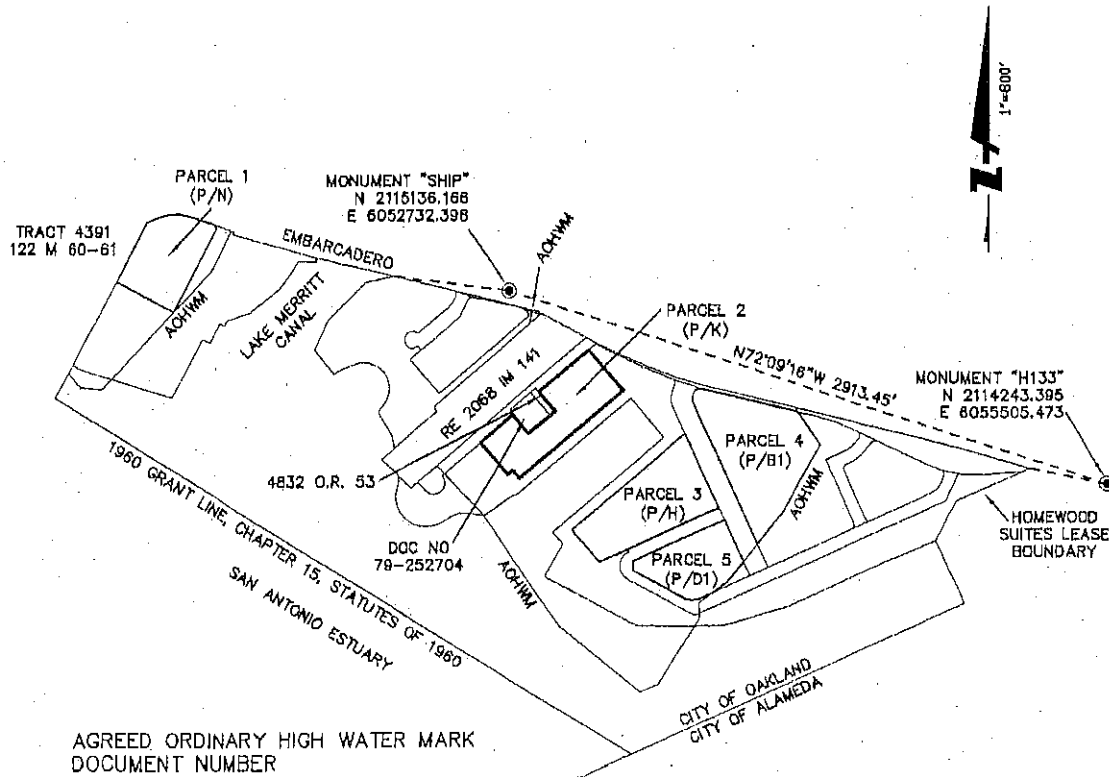
Subject **EXHIBIT X**

PARCEL 1 (P/N)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AQHW	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
M	MAPS
IM	IMAGE
O.R.	OFFICIAL RECORDS
RE	REEL

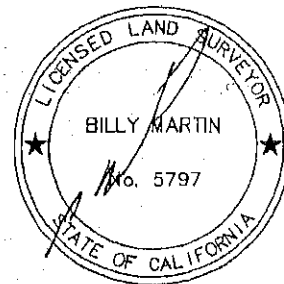
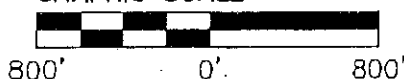
BASIS OF BEARINGS

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GRAPHIC SCALE



255 SHORELINE DR
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REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

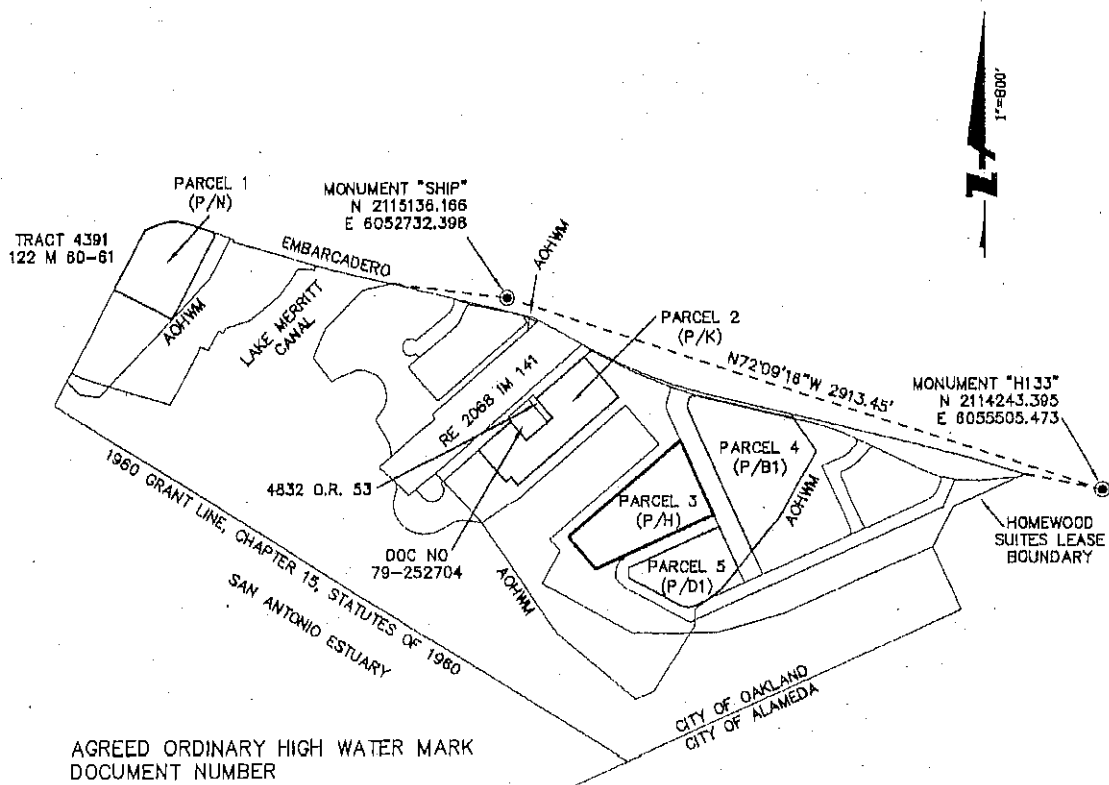
Subject **EXHIBIT X**

PARCEL 2 (P/K)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
M	MAPS
IM	IMAGE
O.R.	OFFICIAL RECORDS
RE	REEL

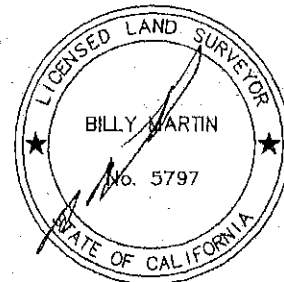
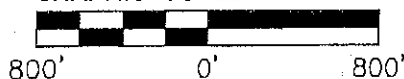
BASIS OF BEARINGS

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GRAPHIC SCALE



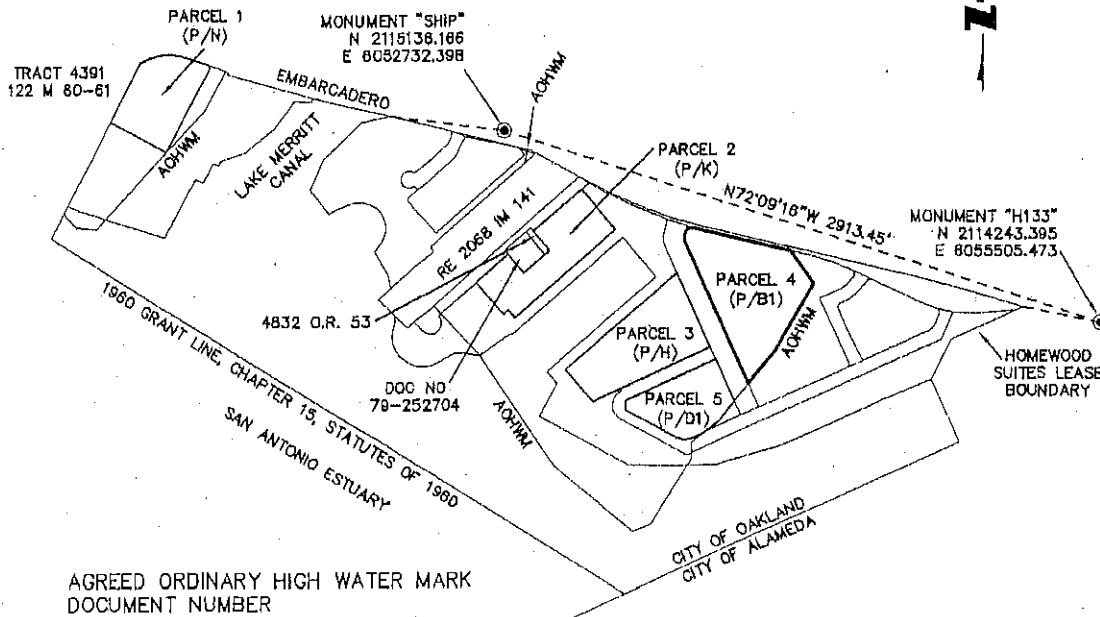
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065.
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT X**
PARCEL 3 (P/H)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AOWHM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
M	MAPS
IM	IMAGE
O.R.	OFFICIAL RECORDS
RE	REEL

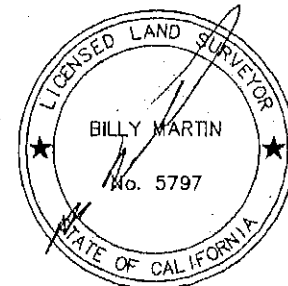
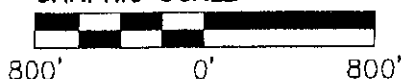
BASIS OF BEARINGS

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GRAPHIC SCALE



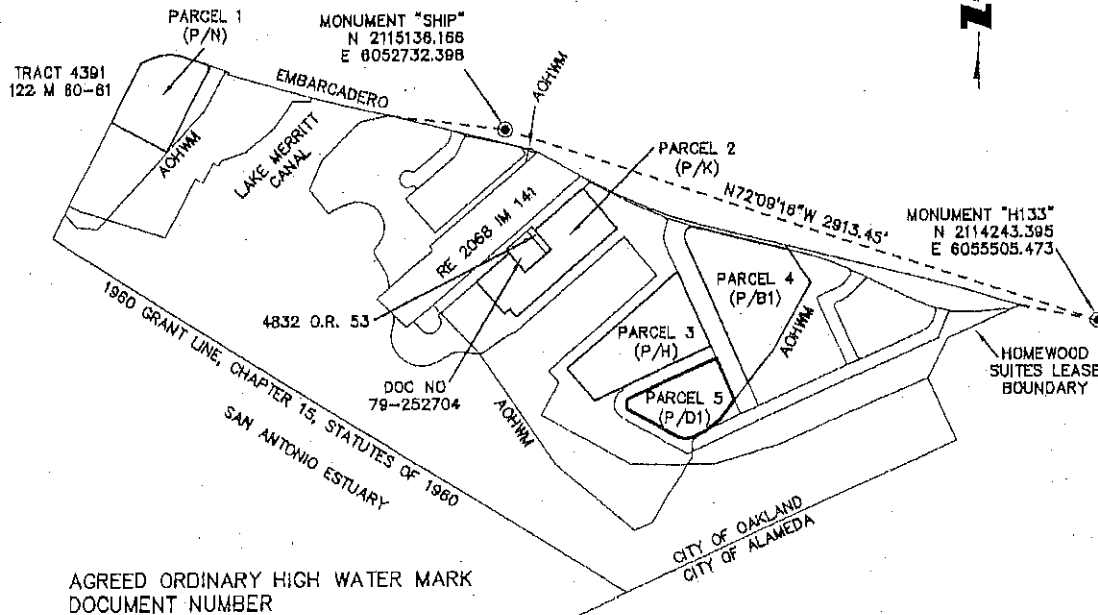
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT X**
PARCEL 4 (P/B1)

Job No. 20010261-14-01

By RCS Date 6/08/10 Chkd. RCS

SHEET 1 OF 1



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
M	MAPS
IM	IMAGE
O.R.	OFFICIAL RECORDS
RE	REEL

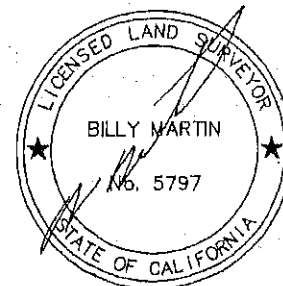
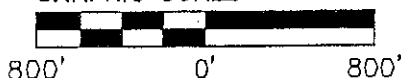
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

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GRAPHIC SCALE



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT X**
PARCEL 5 (P/D1)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**

EXHIBIT Y

WHEN RECORDED MAIL
TO:

Oakland Harbor Partners, LLC
c/o Signature Properties
4670 Willow Road, Suite 200
Pleasanton, California 94588-
2710
Attention: Marc Stice, Esq.

MAIL TAX STATEMENTS
TO:

DOCUMENTARY TRANSFER TAX: [SEE SEPARATE
TAX SHEET]

SAME AS ABOVE

APN: _____

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

(Trust Termination Parcels (After-Acquired Lands))

This Grant Deed ("PORT TO OHP TRUST TERMINATION PARCELS DEED") dated
as of the date of execution is made in the following context:

WHEREAS, pursuant to Oak Street to 9th Avenue Exchange Act, Chapter 542, Statutes
of 2004 ("EXCHANGE ACT") the State of California, acting by and through the State Lands
Commission ("STATE"), the City of Oakland, a municipal corporation, acting by and through its
Board of Port Commissioners ("PORT") and Oakland Harbor Partners, LLC, a California limited
liability company ("OHP") have entered into a boundary line and exchange agreement with
respect to certain lands in the City of Oakland, County of Alameda, State of California described
in Section 2(s) of the EXCHANGE ACT (the "OAK STREET TO 9TH AVENUE PROPERTY"),
the terms and conditions of which agreement are fully set forth in that certain agreement entitled
the "Oak Street to 9th Avenue District Boundary Line and Exchange Agreement" recorded in the
Official Records of the County of Alameda, as Recorder's Document No. _____ (the
"EXCHANGE AGREEMENT");

WHEREAS, the purpose of the EXCHANGE AGREEMENT is to settle the title
character and boundary of certain lands and to implement an exchange and sale of lands within
the OAK STREET TO 9TH AVENUE PROPERTY;

WHEREAS, through the implementation of the Exchange Agreement and associated
conveyances, documents and agreement, certain lands within the OAK STREET TO 9TH
AVENUE PROPERTY will be sovereign lands subject to the Public Trust (as that term is

**Port to OHP
Trust Termination Parcels Deed
Page 1 of 6**

defined in the EXCHANGE AGREEMENT) (the "PUBLIC TRUST") and the terms and conditions of the Granted Lands Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "GRANTED LANDS TRUST");

WHEREAS, also through implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, other lands within the Oak Street to 9th Avenue Property subject to or asserted to be subject to the PUBLIC TRUST and the GRANTED LANDS TRUST will be freed from those Trusts and from the Town Grant as that term is defined in the EXCHANGE AGREEMENT (the "TOWN GRANT");

WHEREAS, the EXCHANGE AGREEMENT and associated agreements and documents authorize the Port to convey to OHP all of its right, title and interest in the lands referred to in the EXCHANGE AGREEMENT as the Trust Termination Parcels (After-Acquired Lands) (as that term is defined in the Exchange Agreement) (the "TRUST TERMINATION PARCELS (AFTER-ACQUIRED LANDS)") and described in Exhibit A and depicted in Exhibit B (both of which are attached to this deed and made a part of it by reference), including any interest it hold or may hold in such lands by virtue of the GRANTED LANDS TRUST, the TOWN GRANT, or both;

WHEREAS, this PORT TO OHP TRUST TERMINATION PARCELS DEED is made pursuant to and in implementation of the EXCHANGE AGREEMENT and associated agreements and documents in order for the complete the sale contemplated therein and authorized in the EXCHANGE ACT;

WHEREAS, the PORT, following public hearings, adopted Port of Oakland Ordinance No. 4119 and Resolution 10-7, on March 2, 2010 and February 16, 2010 respectively authorizing this EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT; and

WHEREAS, the State Lands Commission, at its public meeting in _____, California on _____, approved Minute Item No. __, which authorizes the EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT.

NOW, THEREFORE,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the PORT hereby grants all of its right, title, and interest in the TRUST TERMINATION PARCELS (AFTER-ACQUIRED LANDS), described in Exhibit A and depicted in Exhibit B hereto, to OHP. This conveyance shall include, without limitation, any right, title, and interest of the Port arising from the GRANTED LANDS TRUST, the TOWN GRANT, or both and is intended to and does terminate the PUBLIC TRUST, the GRANTED LANDS TRUST, and the TOWN GRANT in the TRUST TERMINATION PARCELS (AFTER-ACQUIRED LANDS).

This Grant Deed is delivered subject to those matters described in **Exhibit 2** attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Port has caused this PORT TO OHP TRUST TERMINAL
PARCELS DEED to be executed as of _____, 2010.

The City of Oakland, acting by and through its Board
of Port Commissioners

By _____

Its _____

Approved as to form and legality
This ____ day of _____, 2010

Port Attorney

Port Ordinance No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

State of California)
)ss.
County of Alameda)

On _____, 200_, before me, _____,
Notary Public, personally appeared _____, 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.

(Seal)

Notary Public

**SCHEDULE 1
(Grant Deed)**

Legal Description

**Exhibit 2
(Grant Deed)**

Permitted Exceptions

[To be supplied]

EXHIBIT Z

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202

Attn: _____

**STATE OF CALIFORNIA
OFFICIAL BUSINESS**

Document entitle to free recordation
Pursuant to Government Code Section 27383

A.P.N. #
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED OF THE CITY OF OAKLAND, A MUNICIPAL CORPORATION,
ACTING BY AND THROUGH ITS BOARD OF PORT COMMISSIONERS
(Trust Exchange Parcel)**

This Quitclaim Deed ("PORT TO STATE TRUST EXCHANGE PARCEL QUITCLAIM") dated as of the date of execution is made in the following context:

WHEREAS, pursuant to Oak Street to 9th Avenue Exchange Act, Chapter 542, Statutes of 2004 ("EXCHANGE ACT") the State of California, acting by and through the State Lands Commission ("STATE"), the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("PORT") and Oakland Harbor Partners, LLC, a California limited liability company ("OHP") have entered into a boundary line and exchange agreement with respect to certain lands in the City of Oakland, County of Alameda, State of California described in Section 2(s) of the EXCHANGE ACT (the "OAK STREET TO 9TH AVENUE PROPERTY"), the terms and conditions of which agreement are fully set forth in that certain agreement entitled the "Oak Street to 9th Avenue District Boundary Line and Exchange Agreement" recorded in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "EXCHANGE AGREEMENT");

WHEREAS, the purpose of the EXCHANGE AGREEMENT is to settle the title character and boundary of certain lands and to implement an exchange and sale of lands within the OAK STREET TO 9TH AVENUE PROPERTY;

WHEREAS, through the implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, certain lands within the former Oakland Army Base will be sovereign lands subject to the Public Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "PUBLIC TRUST") and the terms and conditions of the Granted Lands Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "GRANTED LANDS TRUST");

WHEREAS, also through implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, other lands within the OAK STREET TO 9TH AVENUE PROPERTY subject to or asserted to be subject to the PUBLIC TRUST and the GRANTED LANDS TRUST will be freed from those Trusts and from the Town Grant (as that term is defined in the EXCHANGE AGREEMENT) (the "TOWN GRANT");

WHEREAS, the EXCHANGE AGREEMENT requires the PORT to quitclaim to the STATE all of its right, title and interest in the lands referred to in the EXCHANGE AGREEMENT as the Trust Exchange Parcel and described in Exhibit 1-A and Exhibit 2-A and depicted in Exhibit 1-B and Exhibit 2-B (all of which are attached to this Quitclaim Deed and made a part of it by reference), including any interest it holds or may hold in such lands by virtue of the GRANTED LANDS TRUST, the TOWN GRANT, or both;

WHEREAS, Trust Exchange Parcel is subject to that certain Covenant to Restrict Use of Property Environmental Restriction (Oakland United States Army Reserve Center #2, Parcels 18 and Subparcels 19 and 21, Former Oakland Army Base, Oakland, California) between the PORT and the State of California Department of Toxic Substances Control, recorded in the Official Records of Alameda County as Recorder's Serial No. 2007-243216 on June 29, 2007 (the "LUC") and to those covenants and easements contained in that certain Quitclaim Deed, Former Oakland Army Base, Alameda County, California, Building 762 Parcel, recorded June 29, 2007 as Serial No. 2007-243218 and the covenants contained in that certain Quitclaim Deed, Former Oakland Army Base, Alameda County, California, Building 780 Parcel, recorded June 29, 2007 as Serial No. 2007-243217;

WHEREAS, this PORT TO STATE TRUST EXCHANGE PARCEL QUITCLAIM is made pursuant to and in implementation of the EXCHANGE AGREEMENT and associated agreements and documents in order for the STATE to issue patents to be recorded simultaneously herewith;

WHEREAS, the PORT, following public hearings, adopted Port of Oakland Ordinance No. 4119 and Resolution 10-7, on March 2, 2010 and February 16, 2010 respectively authorizing this EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT; and

WHEREAS, the State Lands Commission, at its public meeting in _____, California on _____, approved Minute Item No. __, which authorizes the EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT.

NOW, THEREFORE,

For and in consideration of the foregoing and other valuable consideration, the PORT hereby remises, releases, and forever quitclaims all of its right, title, and interest in all that real property located in the City of Oakland, County of Alameda, referred to in the EXCHANGE AGREEMENT as the Trust Exchange Parcel, described in Exhibits 1-A and 2-A and depicted in Exhibits 1-B and 2-B, to the State of California, acting by and through the State Lands Commission. This conveyance includes any right, title, and interest of the PORT arising from the GRANTED LANDS TRUST, the TOWN GRANT, or both, subject to the environmental restrictions contained in the LUC and those covenants and easements contained in that certain Quitclaim Deed, Former Oakland Army Base, Alameda County, California, Building 762 Parcel, recorded June 29, 2007 as Serial No. 2007-243218 and the covenants contained in that certain Quitclaim Deed, Former Oakland Army Base, Alameda County, California, Building 780 Parcel, recorded June 29, 2007 as Serial No. 2007-243217.

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IN WITNESS WHEREOF, the PORT has caused this Port to State Trust Exchange Parcel Deed to
executed as of _____

The City of Oakland, acting by and through its Board
of Port Commissioners

By _____

Its _____

Approved as to form and legality
This ____ day of _____, 2010

Port Attorney

Port Ordinance No. _____

State of California

County of _____

On _____, 2010 before me, _____,
Notary Public, personally appeared _____, 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.

Notary Public

Name of Notary: _____
County of Notary's principal place of business: _____
Notary's telephone number: _____
Notary's registration number: _____
Notary's commission expiration date: _____

Port to State Trust Exchange Parcel Quitclaim

EXHIBIT AA

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Jennifer Lucchesi, Legal Dept

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

A.P.N.
S.L.C. AD 548/G01-05.8

STATE OF CALIFORNIA
PATENT
(Trust Exchange Parcel)

WHEREAS, pursuant to Oak Street to 9th Avenue Exchange Act, Chapter 542, Statutes of 2004 ("EXCHANGE ACT") the State of California, acting by and through the State Lands Commission ("STATE"), the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "PORT"), and Oakland Harbor Partners, LLC, a California limited liability company ("OHP") have entered into a boundary line and exchange agreement with respect to certain lands in the City of Oakland, County of Alameda, State of California described in Section 2(s) of the EXCHANGE ACT (the "OAK STREET TO 9TH AVENUE PROPERTY"), the terms and conditions of which agreement are fully set forth in that certain agreement entitled the "Oak Street to 9th Avenue District Boundary Line and Exchange Agreement" recorded in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "EXCHANGE AGREEMENT");

WHEREAS, the purpose of the EXCHANGE AGREEMENT is to settle the title character and boundary of certain lands and to implement an exchange and sale of lands within the OAK STREET TO 9TH AVENUE PROPERTY;

WHEREAS, through the implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, certain lands within the OAK STREET TO 9TH AVENUE PROPERTY will be sovereign lands subject to the Public Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "PUBLIC TRUST") and the terms and conditions of the Granted Lands Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "GRANTED LANDS TRUST");

WHEREAS, also through implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, others lands within the OAK STREET TO 9TH AVENUE PROPERTY subject to or asserted to be subject to the PUBLIC TRUST and the GRANTED LANDS TRUST will be freed from those Trusts and from the Town Grant (as that term is defined in the EXCHANGE AGREEMENT) (the "TOWN GRANT");

WHEREAS, the State Lands Commission, at its public meeting in _____, California on _____, approved Minute Item No. __, which authorizes the EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT; and

WHEREAS, pursuant to the EXCHANGE AGREEMENT, it is the intent of STATE to convey any right, title and interest it has in the Trust Exchange Parcel (as that term is defined in the EXCHANGE AGREEMENT) ("TRUST EXCHANGE PARCEL"), described in Exhibits 1-A and 2-A and depicted in Exhibit 1-B and Exhibit 2-B (all of which are attached to this Quitclaim Deed and made a part of it by reference); and

WHEREAS, the STATE, acting by and through the Executive Officer of its State Lands Commission pursuant to Minute Item No. _____, has accepted the quitclaim of the _____ for the TRUST EXCHANGE PARCEL, so that the STATE may convey the TRUST EXCHANGE PARCEL to the PORT, as sovereign lands subject to the Public Trust, the Granted Lands Trust and the EXCHANGE ACT.

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby remise, release, and forever quitclaim all of its right, title, and interest existing by virtue of its sovereignty in the TRUST EXCHANGE PARCEL, described in Exhibits 1-A and 2-A and depicted in Exhibits 1-B and 2-B hereto, to the PORT, as trustee pursuant to the EXCHANGE ACT to be held as sovereign lands and as the legal character of tide and submerged lands, subject to the PUBLIC TRUST, the GRANTED LANDS TRUST, the EXCHANGE ACT and the covenants and easement contained in that certain Quitclaim Deed, Former Oakland Army Base, Alameda County, California, Building 762 Parcel, recorded June 29, 2007 as Serial No. 2007-243218 and the covenants contained in that certain Quitclaim Deed, Former Oakland Army Base, Alameda County, California, Building 780 Parcel, recorded June 29, 2007 as Serial No. 2007-243217.

[Remainder of page intentionally left blank]

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

ARNOLD SCHWARZENEGGER
Governor

Attest:

SECRETARY OF STATE

Countersigned:

PAUL D. THAYER
EXECUTIVE OFFICER
STATE LANDS COMMISSION

**EXHIBIT BB
LAND DESCRIPTION**

AD 548

PUBLIC TRUST EASEMENT STREET PARCELS (GRANTED LANDS)

Five parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (T/R2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey, said intersection being the **TRUE POINT OF BEGINNING**;

thence along last said northwesterly line of Homewood Suites Lease Boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence North 76°31'39" West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 34°33'22" West, 25.91 feet to the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said southerly line, South 76°29'52" East, 566.34 feet to the beginning of a tangent curve to the right;

thence continuing along last said southerly line, along said curve having a radius of 7,326.00 feet, through a central angle of 4°20'54" and an arc length of 555.99 feet to the **TRUE POINT OF BEGINNING**, containing an area of 72,657 square feet or 1.67 acres, more or less.

Parcel 2 (T/T2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease Boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the

Parcel 2 (T/T2) (continued)

left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 11°30'02" and an arc length of 109.39 feet to the **TRUE POINT OF BEGINNING**, said point also being a point of reverse curvature;

thence along said curve having a radius of 15.00 feet, through a central angle of 75°08'56" and an arc length 19.67 feet;

thence South 21°56'23" West, 127.14 feet;

thence South 65°32'30" West, 1,261.28 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 2°48'22" West, 47.04 feet;

thence continuing along last said common line, North 52°26'38" East, 77.57 feet;

thence North 65°32'30" East, 188.89 feet;

thence North 24°27'30" West, 72.90 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 38°26'38" East, 104.02 feet;

thence South 24°27'30" East, 120.28 feet;

thence North 65°32'30" East, 439.70 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 90°00'00" and an arc length of 23.56 feet;

Parcel 2 (T/T2) (continued)

thence North $24^{\circ}27'30''$ West, 331.00 feet;

thence North $65^{\circ}32'30''$ East, 110.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of $24^{\circ}52'28''$ and an arc length of 30.39 feet;

thence North $40^{\circ}40'02''$ East, 52.07 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of $105^{\circ}00'00''$ and an arc length of 32.99 feet to a point of cusp;

thence South $64^{\circ}19'58''$ East, 99.39 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears South $25^{\circ}40'02''$ West;

thence westerly along said curve having a radius of 18.00 feet, through a central angle of $75^{\circ}00'00''$ and an arc length of 23.56 feet;

thence South $40^{\circ}40'02''$ West, 77.80 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 130.00 feet, through a central angle of $24^{\circ}52'28''$ and an arc length of 56.44 feet;

thence South $65^{\circ}32'30''$ West, 35.11 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of $90^{\circ}00'00''$ and an arc length of 23.56 feet;

thence South $24^{\circ}27'30''$ East, 256.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of $90^{\circ}00'00''$ and an arc length of 23.56 feet;

thence North $65^{\circ}32'30''$ East, 312.34 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of $43^{\circ}36'07''$ and an arc length of 53.27 feet;

Parcel 2 (T/T2) (continued)

thence North 21°56'23" East, 50.00 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 18.00 feet, through a central angle of 95°33'30" and an arc length of 30.02 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears North 16°22'53" East;

thence easterly along said curve having a radius of 545.00 feet, through a central angle of 9°17'34" and an arc length of 88.39 feet to the **TRUE POINT OF BEGINNING**, containing an area of 122,907 square feet or 2.82 acres, more or less.

Parcel 3 (T/U2)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation, along said line, South 76°31'20" East, 683.45 feet;

thence continuing along said southerly line, South 61°43'52" East, 262.27 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southeasterly line, South 49°10'19" West, 911.59 to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and being the **TRUE POINT OF BEGINNING**;

thence along last said common line, South 43°18'22" East, 52.05 feet;

thence South 49°10'19" West, 14.45 feet;

thence South 40°49'41" East, 1.00 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 51.00 feet, through a central angle of 180°00'00" and an arc length of 160.22 feet;

thence North 40°49'41" West, 53.00 to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at Image 141, Alameda County Records;

thence along last said southeasterly line, North 49°10'19" East, 114.19 feet to the **TRUE POINT OF BEGINNING**, containing an area of 10,184 square feet or 0.23 acres, more or less.

Parcel 4 (T/V)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation of the southerly line of said Embarcadero, South 76°31'20" East, 295.07 feet to the **TRUE POINT OF BEGINNING**;

thence South 69°13'14" East, 84.02 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears South 11°33'17" West;

thence southwesterly along said curve having a radius of 15.00 feet, through a

central angle of 75°22'39" and an arc length of 19.73 feet;

thence South 26°10'38" West, 85.29 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 25.00 feet, through a central angle of 22°59'41" and an arc length of 10.03 feet;

thence South 49°10'19" West, 229.90 feet;

thence North 40°49'41" West, 23.30 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears North 40°49'41" West;

thence along said curve having a radius of 40.00 feet, through a central angle of 262°23'10" and an arc length of 183.18 feet;

thence North 49°10'19" East, 205.96 feet;

thence North 26°10'38" East, 35.39 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 30.00 feet, through a central angle of 56°28'55" and an arc length of 29.57 feet to the **TRUE POINT OF BEGINNING**, containing an area of 25,068 square feet or 0.58 acres, more or less.

Parcel 5 (T/S1)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along said northwesterly prolongation of the southerly line of said Embarcadero, South 76°31'20" East, 295.07 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along last said northwesterly prolongation and along said southerly line of the Embarcadero, South 76°31'20" East, 373.23 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 12°41'38" West, 7.13 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 20°28'09" West;

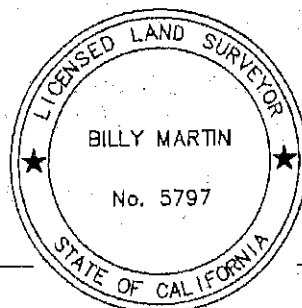
thence northwesterly along said curve having a radius of 512.00 feet, through a central angle of 8°54'52" and an arc length of 79.66 feet;

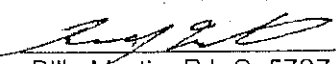
thence North 78°26'43" West, 210.60 feet;

thence North 69°13'14" West, 84.02 feet to the **TRUE POINT OF BEGINNING**, containing an area of 2,293 square feet or 0.05 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

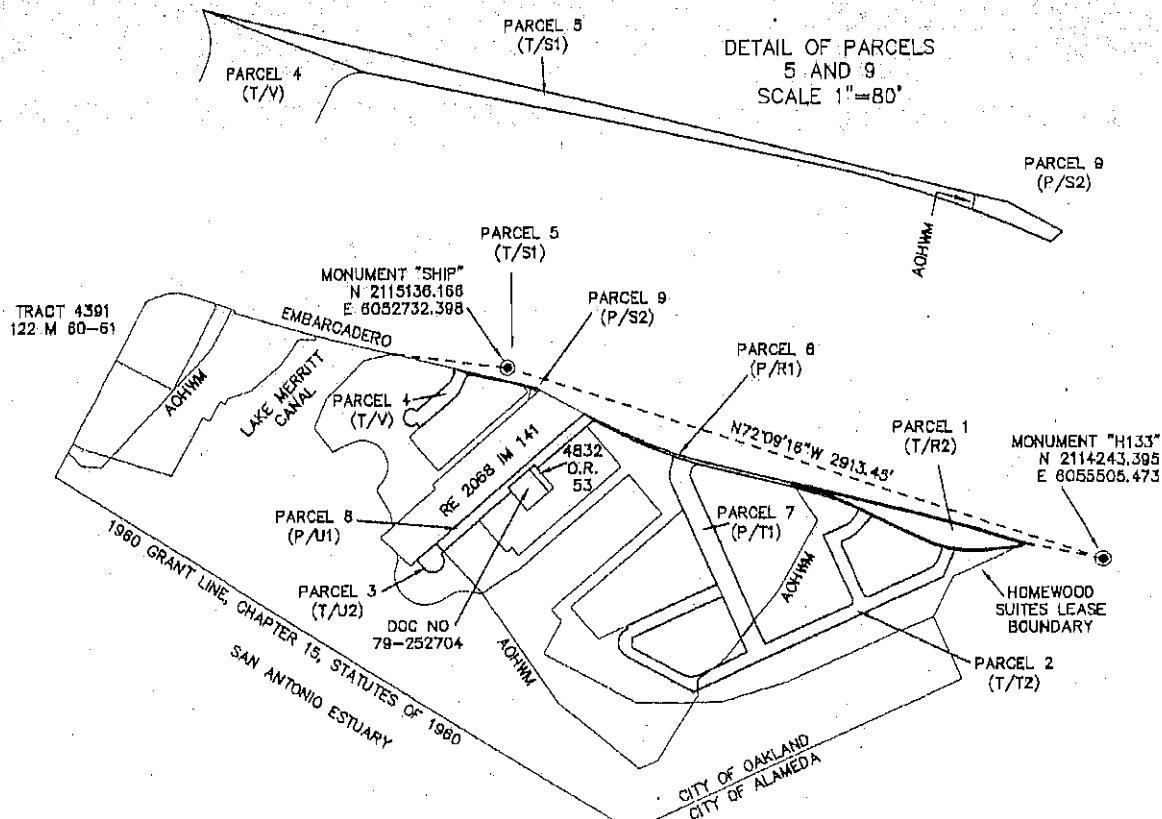
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

JUNE 16, 2010
Dated

END OF DESCRIPTION



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAP
O.R.	OFFICIAL RECORDS
RE	REEL

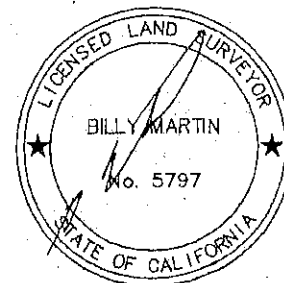
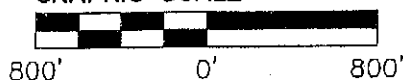
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

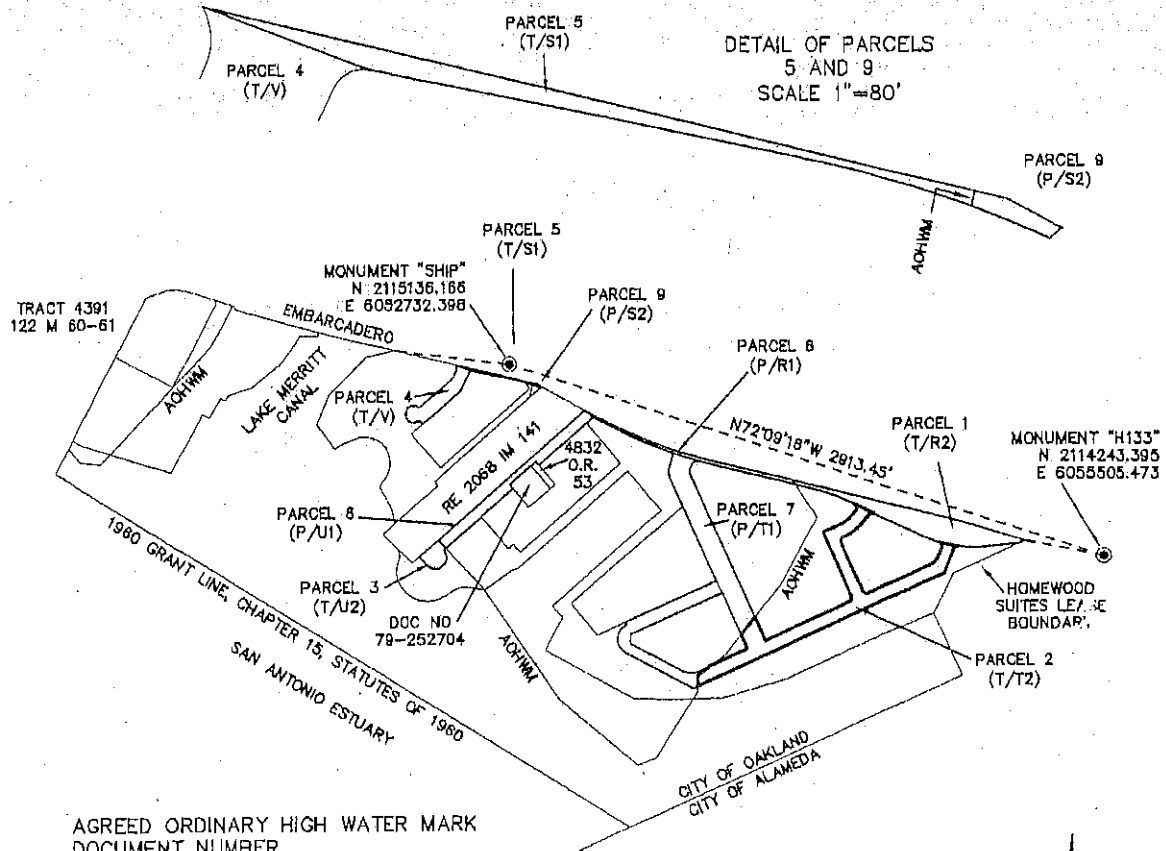
Subject **EXHIBIT BB**

PARCEL 1 (T/R2)

Job No. 20010261-14-01

By RCS Date 6/08/10 Chkd. RCS

SHEET 1 OF 1



LEGEND

A.O.H.W.M.	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAP
O.R.	OFFICIAL RECORDS
RE	REEL

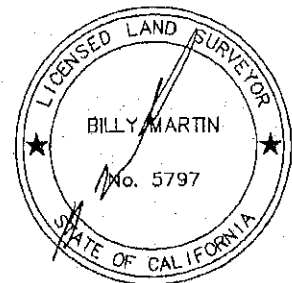
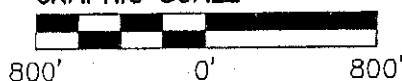
BASIS OF BEARINGS

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GRAPHIC SCALE



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

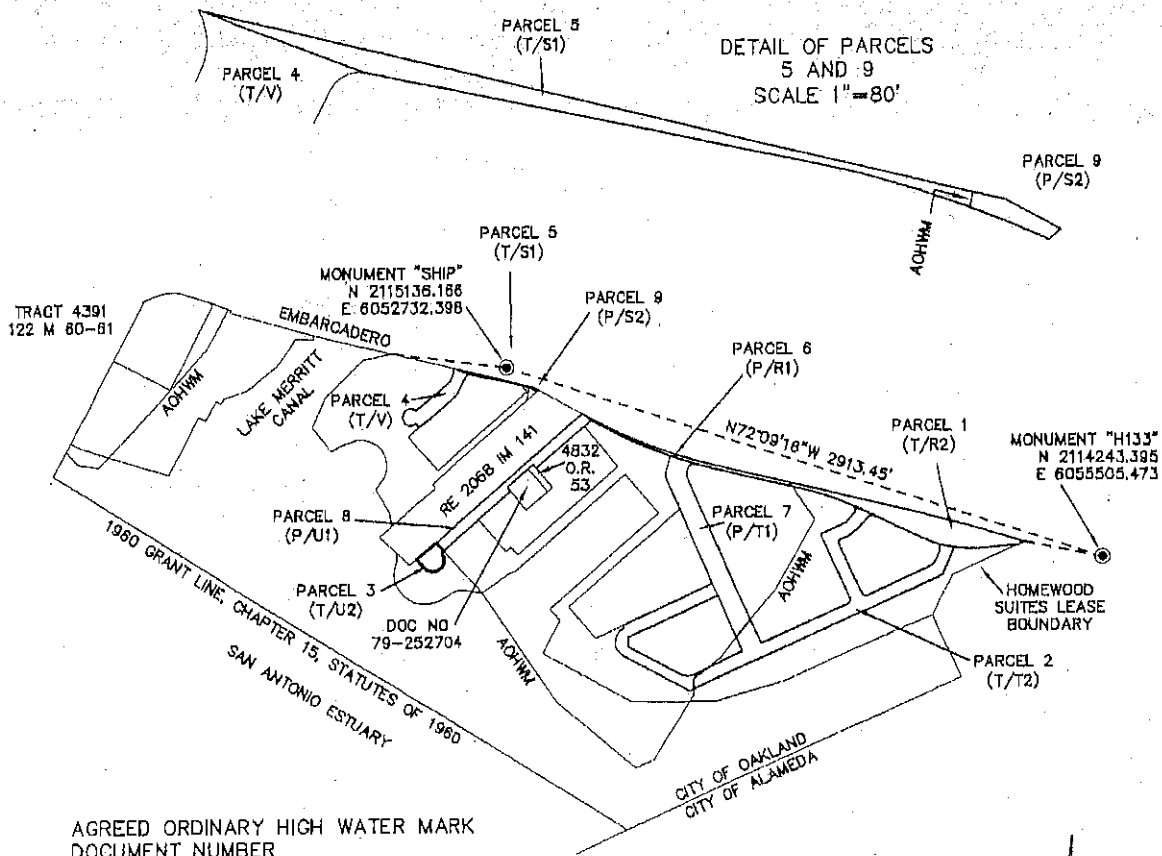
Subject **EXHIBIT BB**

PARCEL 2 (T/T2)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAP
O.R.	OFFICIAL RECORDS
RE	REEL

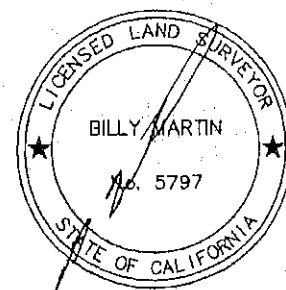
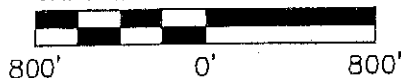
BASIS OF BEARINGS

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NOTE

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GRAPHIC SCALE



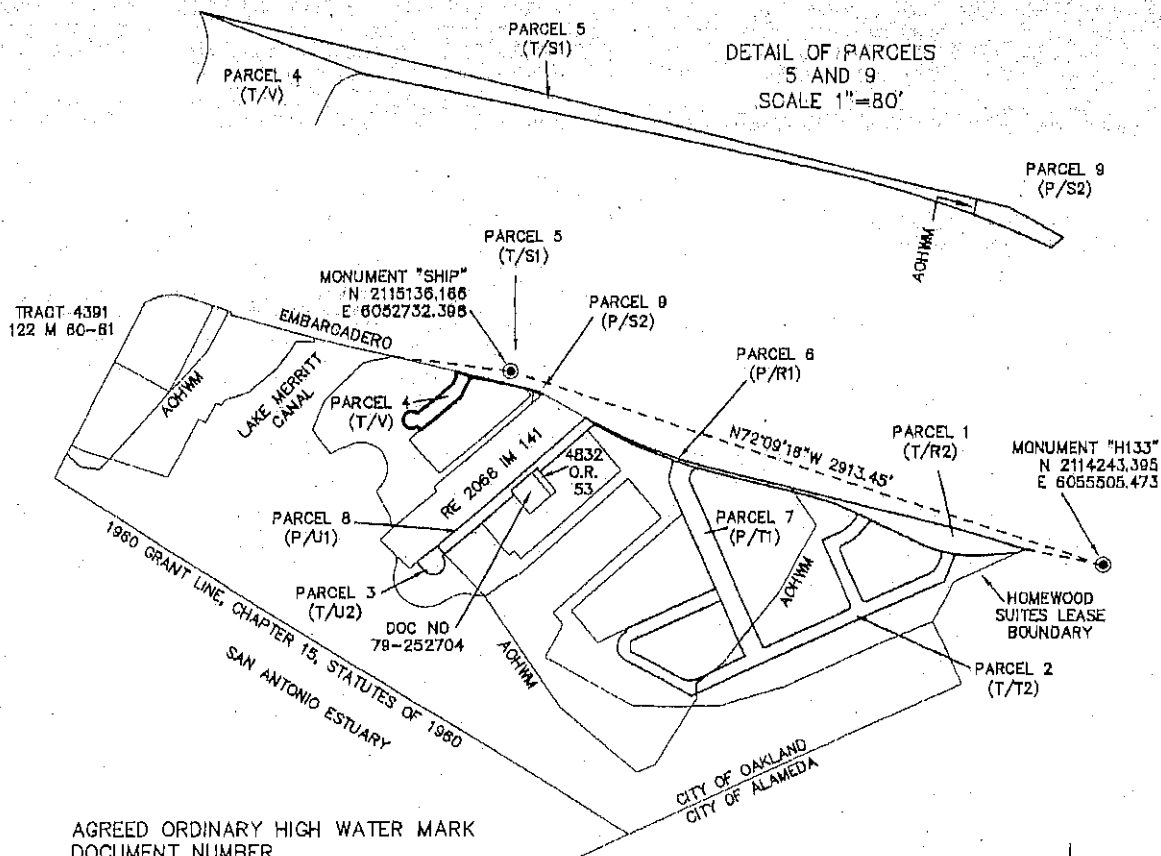
255 SHORELINE DR.
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT BB**
PARCEL 3 (T-U2)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

ACHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAP
O.R.	OFFICIAL RECORDS
RE	REEL

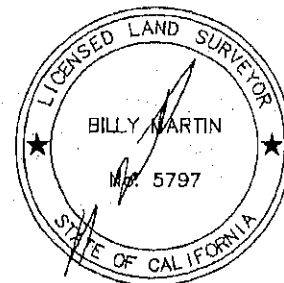
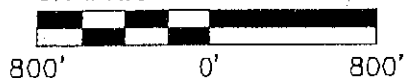
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GRAPHIC SCALE



255 SHORELINE DR
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650-482-6300
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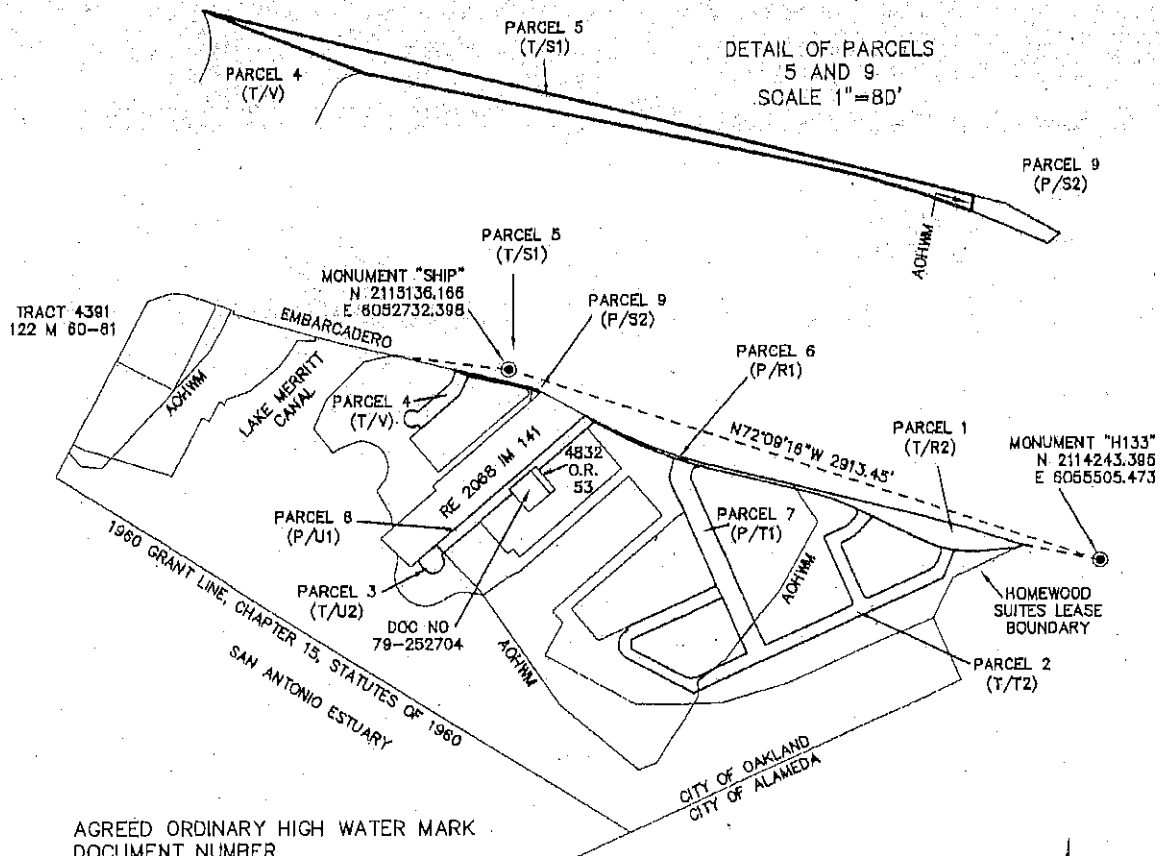
Subject **EXHIBIT BB**

PARCEL 4 (T/V)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAP
O.R.	OFFICIAL RECORDS
RE	REEL

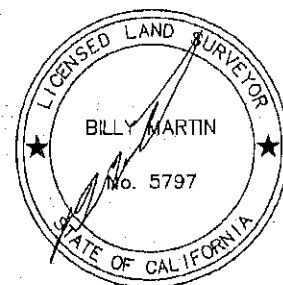
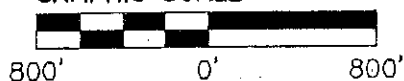
BASIS OF BEARINGS

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GRAPHIC SCALE



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT BB**

PARCEL 5 (T/S1)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**

EXHIBIT CC

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Jennifer Lucchesi, Legal Dept

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.
S.L.C. AD 548/G01-05.8

STATE OF CALIFORNIA
PATENT AND RESERVATION OF PUBLIC TRUST EASEMENT

WHEREAS, pursuant to Oak Street to 9th Avenue Exchange Act, Chapter 542, Statutes of 2004 ("EXCHANGE ACT") the State of California, acting by and through the State Lands Commission ("STATE"), the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "PORT"), and Oakland Harbor Partners, LLC, a California limited liability company ("OHP") have entered into a boundary line and exchange agreement with respect to certain lands in the City of Oakland, County of Alameda, State of California described in Section 2(s) of the EXCHANGE ACT (the "OAK STREET TO 9TH AVENUE PROPERTY"), the terms and conditions of which agreement are fully set forth in that certain agreement entitled the "Oak Street to 9th Avenue District Boundary Line and EXCHANGE AGREEMENT" recorded in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "EXCHANGE AGREEMENT");

WHEREAS, the purpose of the EXCHANGE AGREEMENT is to settle the title character and boundary of certain lands and to implement an exchange and sale of lands within the OAK STREET TO 9TH AVENUE PROPERTY;

WHEREAS, through the implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, certain lands within the OAK STREET TO 9TH AVENUE PROPERTY will be sovereign lands subject to the Public Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "PUBLIC TRUST") and the terms and conditions of the Granted Lands Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "GRANTED LANDS TRUST");

WHEREAS, also through implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, other lands within the OAK STREET TO 9TH AVENUE PROPERTY subject to or asserted to be subject to the PUBLIC TRUST and the GRANTED LANDS TRUST will be freed from those Trusts and from the Town Grant (as that term is defined in the EXCHANGE AGREEMENT) (the "TOWN GRANT");

WHEREAS, the State Lands Commission, at its public meeting in _____, California on _____, approved Minute Item No. ___, which authorizes the EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT;

WHEREAS, the State Lands Commission, at its public meeting in _____, California on _____, approved Minute Item No. ___, exercised the Public Trust Easement (Granted Lands) (as that term is defined in the EXCHANGE AGREEMENT)(the "PUBLIC TRUST EASEMENT (GRANTED LANDS)") in the Public Trust Street Easement Parcels (Granted Lands) (as that term is defined in the EXCHANGE AGREEMENT) the ("PUBLIC TRUST STREET EASEMENT PARCELS (GRANTED LANDS)"), described in Exhibit A and depicted in Exhibit B (both of which are attached to this instrument and made a part of it by reference), for purposes of public vehicular, bicycle, and pedestrian access to the Final Public Trust Parcels (as that term is defined in the EXCHANGE AGREEMENT) from the Embarcadero as it currently exists or may be relocated;

WHEREAS, pursuant to the EXCHANGE AGREEMENT, it is the intent of STATE to convey its fee interest subject to a reserved and exercised PUBLIC TRUST EASEMENT (GRANTED LANDS) in the PUBLIC TRUST STREET EASEMENT PARCELS (GRANTED LANDS);

WHEREAS, the PORT has remised, released, and forever quitclaimed to STATE, acting by and through the State Lands Commission, all of the PORT's right, title, and interest in all the PUBLIC TRUST STREET EASEMENT PARCELS (GRANTED LANDS); and

WHEREAS, the STATE, acting by and through the Executive Officer of its State Lands Commission pursuant to Minute Item No. ___, has accepted the quitclaim of the PORT for the PUBLIC TRUST STREET EASEMENT PARCELS (GRANTED LANDS).

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby remise, release and forever quitclaim all of its right, title, and interest in the PUBLIC TRUST STREET EASEMENT PARCELS (GRANTED LANDS), described in Exhibit A and depicted in Exhibit B hereto, to OHP, reserving therefrom the PUBLIC TRUST EASEMENT (GRANTED LANDS)

[Remainder of page intentionally left blank]

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

ARNOLD SCHWARZENEGGER
Governor

Attest:

SECRETARY OF STATE

Countersigned:

PAUL D. THAYER
EXECUTIVE OFFICER
STATE LANDS COMMISSION

EXHIBIT DD

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attn: Jennifer Lucchesi, Legal Dept

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.

S.L.C. AD 548/G01-05.8

STATE OF CALIFORNIA
PATENT OF RESERVED AND EXERCISED PUBLIC TRUST EASEMENT (GRANTED LANDS)

WHEREAS, pursuant to Oak Street to 9th Avenue Exchange Act, Chapter 542, Statutes of 2004 ("EXCHANGE ACT") the State of California, acting by and through the State Lands Commission ("STATE"), the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "PORT"), and Oakland Harbor Partners, LLC, a California limited liability company ("OHP") have entered into a boundary line and exchange agreement with respect to certain lands in the City of Oakland, County of Alameda, State of California described in Section 2(s) of the EXCHANGE ACT (the "OAK STREET TO 9TH AVENUE PROPERTY"), the terms and conditions of which agreement are fully set forth in that certain agreement entitled the "Oak Street to 9th Avenue District Boundary Line and Exchange Agreement" recorded in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "EXCHANGE AGREEMENT");

WHEREAS, the purpose of the EXCHANGE AGREEMENT is to settle the title character and boundary of certain lands and to implement an exchange and sale of lands within the OAK STREET TO 9TH AVENUE PROPERTY;

WHEREAS, through the implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, certain lands within the OAK STREET TO 9TH AVENUE PROPERTY will be sovereign lands subject to the Public Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "PUBLIC TRUST") and the terms and conditions of the Granted Lands Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "GRANTED LANDS TRUST");

WHEREAS, also through implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, other lands within the OAK STREET TO 9TH AVENUE PROPERTY subject to or asserted to be subject to the PUBLIC TRUST and the GRANTED LANDS TRUST will be freed from those Trusts and from the Town Grant as that term is defined in the EXCHANGE AGREEMENT (the "TOWN GRANT");

WHEREAS, the State Lands Commission, at its public meeting in _____, California on _____, approved Minute Item No. __, which authorizes the EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT;

WHEREAS, the State Lands Commission, at its public meeting in _____, California on _____, approved Minute Item No. __, exercised its reserved Public Trust Easement (Granted Lands) (as that term is defined in the EXCHANGE AGREEMENT) (the "PUBLIC TRUST EASEMENT (GRANTED LANDS)") in the Public Trust Street Easement Parcels (Granted Lands) (as that term is defined in the EXCHANGE AGREEMENT) (the "PUBLIC TRUST STREET EASEMENT PARCELS (GRANTED LANDS)") described in Exhibit A-1 and depicted in Exhibit A-2 for purposes of public vehicular, bicycle, and pedestrian access to the FINAL PUBLIC TRUST PARCELS (as that term is defined in the EXCHANGE AGREEMENT) from the Embarcadero as it currently exists or may be relocated;

WHEREAS, pursuant to the EXCHANGE AGREEMENT, it is the intent of STATE to convey the right, title and interest it has in the PUBLIC TRUST STREET EASEMENT PARCELS (GRANTED LANDS as described in Exhibit A and depicted in Exhibit B (both of which are attached to this Patent and made a part of it by reference), to the PORT;

WHEREAS, the PORT has remised, released, and forever quitclaimed to STATE, acting by and through the State Lands Commission, all of the PORT's right, title, and interest in all the PROPERTY; and

WHEREAS, the STATE, acting by and through the Executive Officer of its State Lands Commission pursuant to Minute Item No. __, has accepted the quitclaim of the PORT for the PROPERTY.

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby remise, release, and forever quitclaim its reserved and exercised PUBLIC TRUST EASEMENT (GRANTED LANDS) in the PUBLIC TRUST STREET EASEMENT PARCELS (GRANTED LANDS), described in Exhibit A and depicted in Exhibit B hereto, to the PORT for purposes of public vehicular, bicycle, and pedestrian access to the FINAL PUBLIC TRUST PARCELS from the Embarcadero.

[Remainder of page intentionally left blank]

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

ARNOLD SCHWARZENEGGER
Governor

Attest:

SECRETARY OF STATE

Countersigned:

PAUL D. THAYER
EXECUTIVE OFFICER
STATE LANDS COMMISSION

**EXHIBIT EE
LAND DESCRIPTION**

AD 548

PUBLIC TRUST EASEMENT STREET PARCELS (AFTER-ACQUIRED LANDS)

Four parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 6 (P/R1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence North 76°31'39" West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and the **TRUE POINT OF BEGINNING**;

thence North 76°31'39" West, 407.69 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 14°47'41" and an arc length of 514.37 feet;

thence North 61°43'58" West, 68.53 feet;

thence North 55°12'41" West, 61.58 feet to the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said southerly line, South 61°43'52" East, 63.81 feet to the beginning of a tangent curve to the left;

thence continuing along last said southerly line, along said curve having a radius of 2,174.00 feet, through a central angle of 14°46'00" and an arc length of 560.30 feet;

thence continuing along last said southerly line, South 76°29'52" East, 404.95 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court

thence along last said common line, South 34°33'22" East, 25.91 feet to the **TRUE POINT OF BEGINNING**, containing an area of 14,716 square feet or 0.34 acres, more or less.

Parcel 7 (P/T1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease boundary, South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 338.14 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

Parcel 7 (P/T1) (continued)

thence North 76°31'39" West, 498.23 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 1°31'17" and an arc length of 52.89 feet to the **TRUE POINT OF BEGINNING**, said point also being a point of reverse curvature;

thence along said curve having a radius of 35.00 feet, through a central angle of 101°12'29" and an arc length 61.82 feet;

thence South 3°47'09" West, 20.39 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 28°14'39" and an arc length of 7.39 feet;

thence South 24°27'30" East, 729.91 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 38°26'38" West, 104.02 feet;

thence North 24°27'30" West, 213.10 feet;

thence South 65°32'30" West, 464.21 feet;

thence South 1°32'30" West, 44.94 feet;

thence South 62°27'30" East, 277.54 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of 52°00'00" and an arc length of 63.53 feet;

thence North 65°32'30" East, 68.99 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, South 52°26'38" West, 77.57 feet;

thence continuing along last said common line, South 2°48'22" East, 47.04 feet;

Parcel 7 (P/T1) (continued)

thence South 65°32'30" West, 23.24 feet;

thence North 62°27'30" West, 351.97 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 73.00 feet, through a central angle of 128°00'00" and an arc length of 163.08 feet;

thence North 24°27'30" West, 12.00 feet;

thence North 65°32'30" East, 464.21 feet;

thence North 24°27'30" West, 525.89 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 75.00 feet, through a central angle of 42°14'39" and an arc length of 55.30 feet;

thence North 17°47'09" East, 48.55 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 88°43'49" and an arc length of 23.23 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears North 19°03'20" East;

thence along said curve having a radius of 1,992.00 feet, through a central angle of 4°03'42" and an arc length of 141.21 feet to the **TRUE POINT OF BEGINNING**, containing an area of 132,026 square feet or 3.03 acres, more or less.

Parcel 8 (P/U1)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S

Parcel 8 (P/U1) (continued)

No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to a point on the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly prolongation, along said line, South 76°31'20" East, 683.45 feet;

thence continuing along last said southerly line, South 61°43'52" East, 262.27 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records, and the **TRUE POINT OF BEGINNING**;

thence South 55°12'41" East, 61.58 feet to a point of cusp with a curve to the left, from which point a radial line, from the curve to the radius point, bears South 28°16'02" West;

thence along said curve having a radius of 15.00 feet, through a central angle of 69°05'43" and an arc length of 18.09 feet;

thence South 49°10'19" West, 329.66 feet to the northeasterly line of the parcel described as "(B)" in the Quitclaim Deed to Fred H. Slater and Virginia Slater, recorded on January 18, 1946 in Book 4832 of Official Records at page 53, Alameda County Records;

thence along last said northeasterly line, North 40°49'41" West, 23.44 feet to the most northerly corner of said parcel "(B)";

thence along the northwesterly line of said parcel "(B)" and along the northwesterly line of the land described in that certain Grant Deed recorded on December 13, 1979 as Document Number 79-252704, Official Records Alameda County, South 49°10'19" West, 160.00 feet to the most westerly corner of said land described in said Document Number 79-252704;

thence along the southwesterly line of said land described in said Document Number 79-252704, South 40°49'41" East, 23.44 feet;

thence South 49°10'19" West, 200.00 feet;

thence South 40°49'41" East, 2.00 feet;

thence South 49°10'19" West, 220.97 feet to the common line between, filled tide

and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 43°18'22" West, 52.05 feet to the southeasterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southeasterly line, North 49°10'19" East, 911.59 feet to the **TRUE POINT OF BEGINNING**, containing an area of 42,563 square feet or 0.98 acres, more or less.

Parcel 9 (P/S2)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to a point on the northwesterly prolongation of the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly prolongation, along said line, South 76°31'20" East, 668.30 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court and the **TRUE POINT OF BEGINNING**;

thence continuing along said southerly line of said Embarcadero, South 76°31'20" East, 15.15 feet;

thence continuing along last said line, South 61°43'52" East, 29.06 feet to the northwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

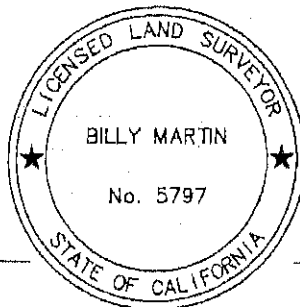
thence along last said northwesterly line, South 49°10'19" West, 7.38 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 24°52'24" West;

thence westerly along said curve having a radius of 512.00 feet, through a central angle of 4°24'15" and an arc length of 39.36 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court;

thence along last said common line, North 12°41'38" East, 7.13 feet to the **TRUE POINT OF BEGINNING**, containing an area of 330 square feet or 0.01 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

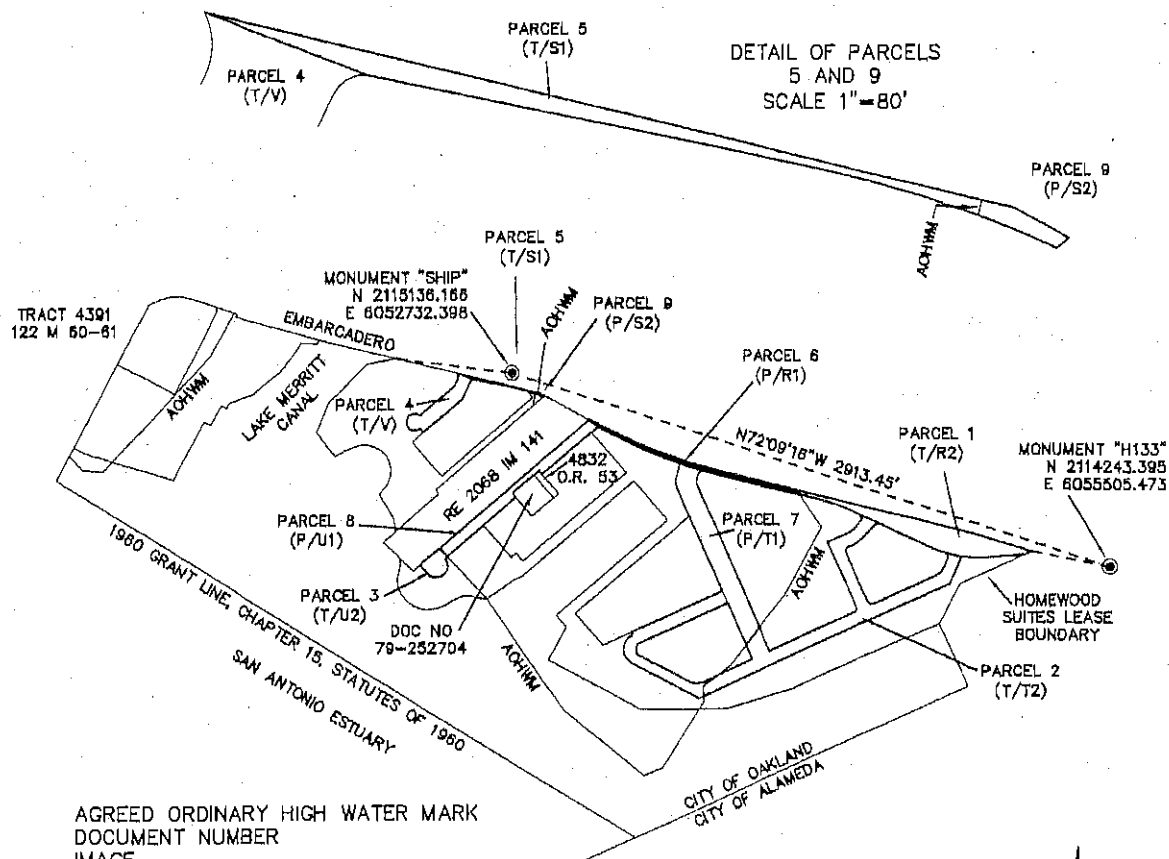
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.




Billy Martin, P.L.S. 5797

JUNE 16, 2010
Dated

END OF DESCRIPTION



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

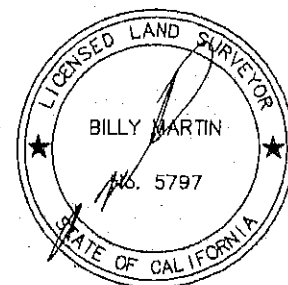
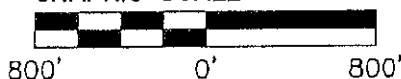
BASIS OF BEARINGS

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), EPOCH 1986, ZONE III. HELD RECORD CCS83 COORDINATE NORTHING = 2115136.166, EASTING = 6052732.398, AT POINT "SHIP", AND THE CALCULATED BEARING SOUTH 72°09'16" EAST TO POINT "H133" HAVING CCS83 COORDINATE NORTHING = 2114243.395, EASTING = 6055505.473. THE TWO MONUMENTS, "SHIP" AND "H133" ARE SHOWN ON THE RECORD OF SURVEY OF THE PORT AREA OF THE CITY OF OAKLAND, R/S NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA. ALL DISTANCES ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

NOTE

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



BKF

ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

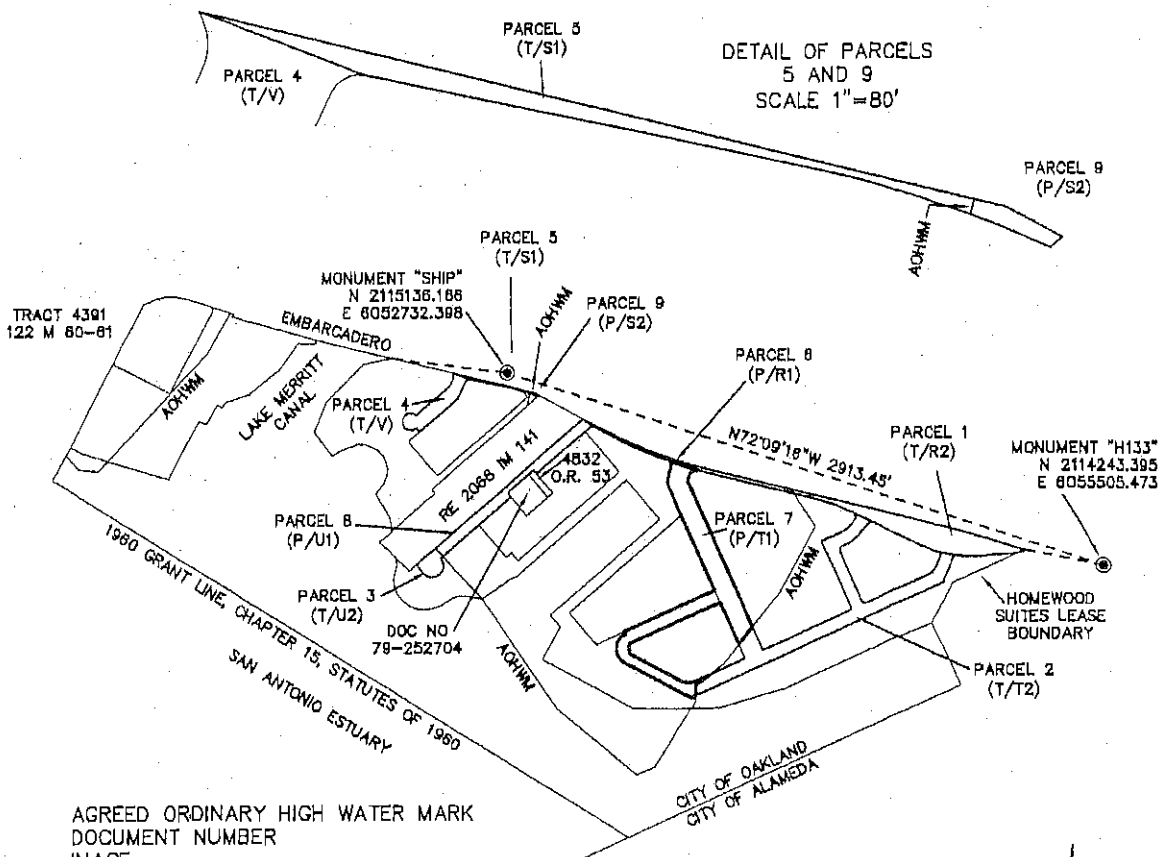
Subject **EXHIBIT EE**

PARCEL 6 (P/R1)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**



LEGEND

AQHW	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

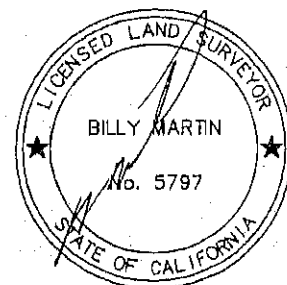
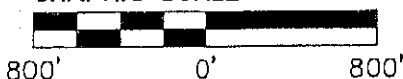
BASIS OF BEARINGS

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GRAPHIC SCALE



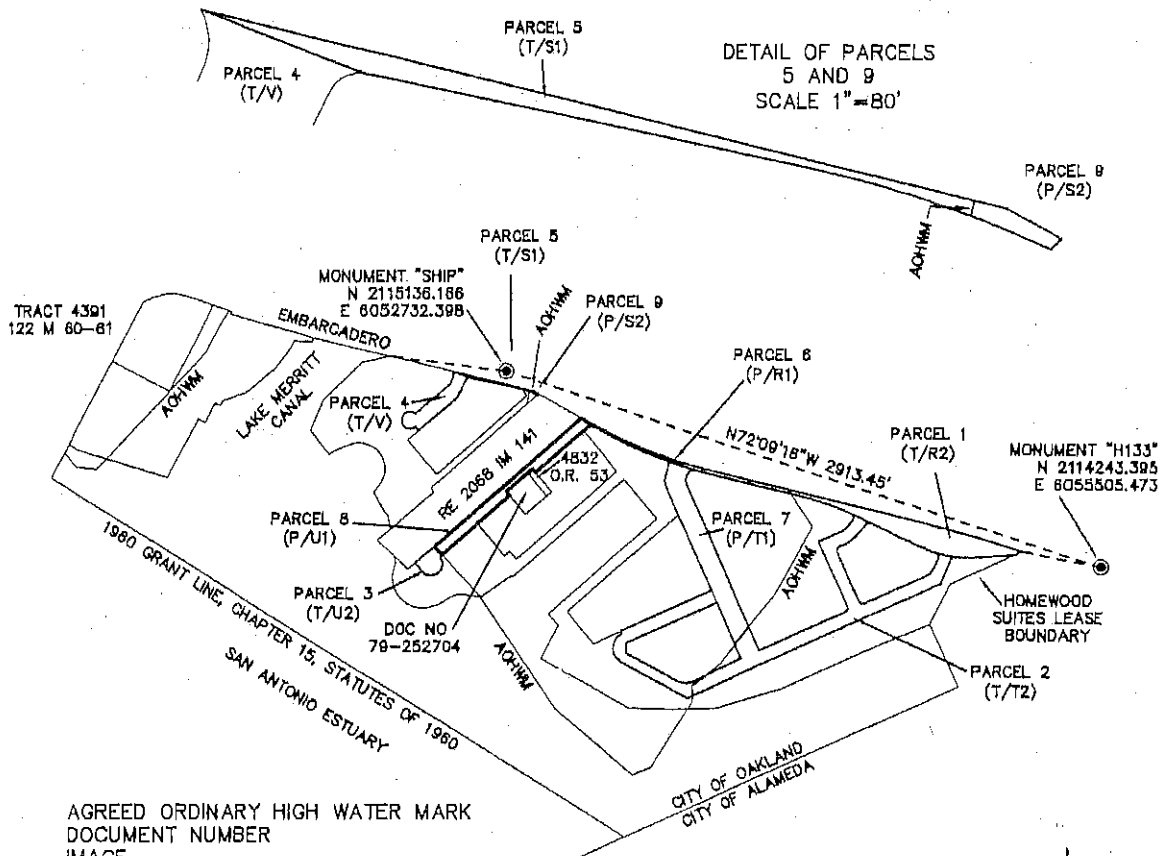
ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE OR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT EE**
PARCEL 7 (P/T1)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**
SHEET **1** OF **1**



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

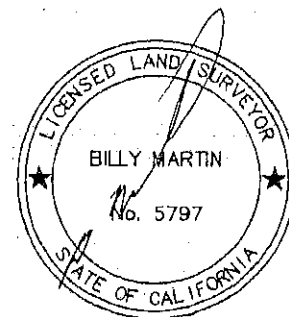
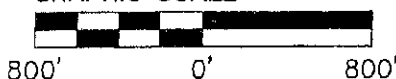
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GRAPHIC SCALE



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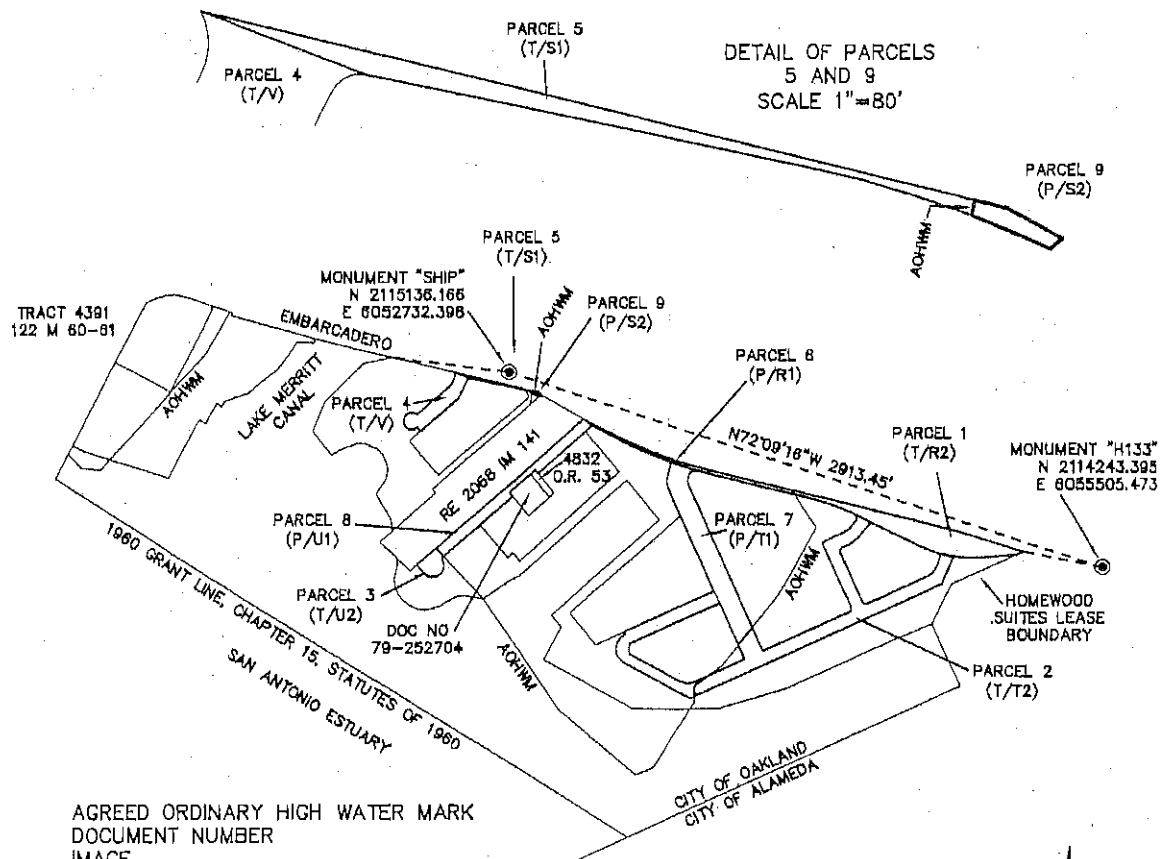
Subject EXHIBIT EE

PARCEL 8 (P/U1)

Job No. 20010261-14-01

By RCS Date 6/08/10 Chkd. RCS

SHEET 1 OF 1



LEGEND

AOHWM	AGREED ORDINARY HIGH WATER MARK
DOC NO	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

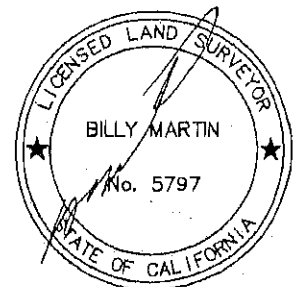
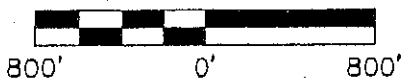
BASIS OF BEARINGS

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GRAPHIC SCALE



BKF

ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject **EXHIBIT EE**

PARCEL 9 (P/S2)

Job No. **20010261-14-01**

By **RCS** Date **6/08/10** Chkd. **RCS**

SHEET **1** OF **1**

EXHIBIT FF

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Port of Oakland
530 Water Street, 4th Floor
Oakland, CA 94607
Attn: Port Attorney

**PORT OF OAKLAND
OFFICIAL BUSINESS**

Document entitle to free recordation
Pursuant to Government Code Section 27383

A.P.N. #

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

(Public Trust Easement Street Parcels (After-Acquired Lands))

This Grant Deed ("PORT TO OHP PTESP (AA) DEED") dated as of the date of execution is made in the following context:

WHEREAS, pursuant to Oak Street to 9th Avenue Exchange Act, Chapter 542, Statutes of 2004 ("EXCHANGE ACT") the State of California, acting by and through the State Lands Commission ("STATE"), the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("PORT") and Oakland Harbor Partners, LLC, a California limited liability company ("OHP") have entered into a boundary line and exchange agreement with respect to certain lands in the City of Oakland, County of Alameda, State of California described in Section 2(s) of the EXCHANGE ACT (the "OAK STREET TO 9TH AVENUE PROPERTY"), the terms and conditions of which agreement are fully set forth in that certain agreement entitled the "Oak Street to 9th Avenue District Boundary Line and Exchange Agreement" recorded in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "EXCHANGE AGREEMENT");

WHEREAS, the purpose of the EXCHANGE AGREEMENT is to settle the title character and boundary of certain lands and to implement an exchange and sale of lands within the OAK STREET TO 9TH AVENUE PROPERTY;

WHEREAS, through the implementation of the Exchange Agreement and associated conveyances, documents and agreement, certain lands within the OAK STREET TO 9TH AVENUE PROPERTY will be sovereign lands subject to the Public Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "PUBLIC TRUST") and the terms and conditions of the Granted Lands Trust (as that term is defined in the EXCHANGE AGREEMENT) (the "GRANTED LANDS TRUST");

WHEREAS, also through implementation of the EXCHANGE AGREEMENT and associated conveyances, documents and agreement, other lands within the Oak Street to 9th Avenue Property subject to or

**Port to OHP Public Trust Easement Street Parcels
(After-Acquired Lands) Deed**

asserted to be subject to the PUBLIC TRUST and the GRANTED LANDS TRUST will be freed from those Trusts and from the Town Grant as that term is defined in the EXCHANGE AGREEMENT (the "TOWN GRANT");

WHEREAS, the EXCHANGE AGREEMENT and associated agreements and documents authorize the Port to convey to OHP its fee interest in the lands referred to in the EXCHANGE AGREEMENT as the PUBLIC TRUST EASEMENT STREET PARCELS (AFTER-ACQUIRED LANDS) and described in Exhibit A and depicted in Exhibit B (both of which are attached to this Deed and made a part of it by reference), subject to the interest the Port holds in such lands by virtue of the PUBLIC TRUST, the GRANTED LANDS TRUST, and, to the extent applicable, the TOWN GRANT;

WHEREAS, this PORT TO OHP PTESP(AA) DEED is made pursuant to and in implementation of the EXCHANGE AGREEMENT and associated agreements and documents;

WHEREAS, the PORT, following public hearings, adopted Port of Oakland Ordinance No. 4119 and Resolution 10-7, on March 2, 2010 and February 16, 2010 respectively authorizing this EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT; and

WHEREAS, the State Lands Commission, at its public meeting in _____, California on _____, approved Minute Item No. __, which authorizes the EXCHANGE AGREEMENT and associated agreements and documents, pursuant to the EXCHANGE ACT.

NOW, THEREFORE,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the PORT hereby GRANT(S) all of its right, title, and interest in the PUBLIC TRUST EASEMENT STREET PARCELS (AFTER-ACQUIRED LANDS), described in Exhibit A and depicted in Exhibit B hereto, to OHP, reserving therefrom the PUBLIC TRUST EASEMENT (AFTER-ACQUIRED LANDS) as that term is defined in the EXCHANGE AGREEMENT and which the PORT hereby exercises for purposes of public vehicular, bicycle, and pedestrian access to the FINAL TRUST PARCELS (as such term is defined in the EXCHANGE AGREEMENT).

// Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the Port has caused this PORT TO OHP PUBLIC TRUST EASEMENT STREET PARCELS (AFTER-ACQUIRED LANDS) DEED to be executed as of _____, 2010.

The City of Oakland, acting by and through its Board of Port Commissioners

By _____

Its _____

Approved as to form and legality
This ____ day of _____, 2010

Port Attorney

Port Ordinance No. _____

**Port to OHP Public Trust Easement Street Parcels
(After-Acquired Lands) Deed**

State of California

County of _____

On _____, 2010 before me, _____,
Notary Public, personally appeared _____, 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.

Notary Public

Name of Notary: _____
County of Notary's principal place of business: _____
Notary's telephone number: _____
Notary's registration number: _____
Notary's commission expiration date: _____

EXHIBIT GG

EXHIBIT 13

ENVIRONMENTAL ADDENDUM

I. Definitions.

The following terms when used in this **Exhibit 13** with the initial letter(s) capitalized, whether in the singular or plural, shall have the meanings set forth below. Capitalized terms not specifically defined in this **Exhibit 13** shall have the meaning set forth in the Agreement for Purchase and Sale and Ground Lease of Real Property and Escrow Instructions ("Purchase and Sale Agreement") and the Omnibus Definitions List attached as **Appendix A** to the Purchase and Sale Agreement ("Omnibus Definitions List"). In the event of a conflict between the definition of a defined term set forth in this **Exhibit 13** and a defined term in the Omnibus Definitions List, the definition of such term set forth in this **Exhibit 13** shall control.

1.1. "Agency": Any government regulatory oversight agency responsible for the enforcement and regulation of Environmental Laws and having jurisdiction over the Three Parcels and/or the Extended Construction Area.

1.2. "Approved Response Plan": (a) The final written plan for Environmental Testing and Clean-Up of the Three Parcels prepared on behalf of Buyer by Erler & Kalinowski, Inc. ("EKI"), as may be amended and approved in writing by the California Environmental Protection Agency, Department of Toxic Substances Control ("DTSC") acting as the lead environmental oversight agency for the Three Parcels; (b) those plans and documents it is anticipated that the Approved Response Plan will refer to, and require Buyer to prepare and implement, , including, but not limited to: (i) implementation plans specifying detailed procedures for Environmental Testing and Clean-Up of specific parcels, portions of parcels, development areas or phases of the Project ("Implementation Plans"); (ii) environmental risk management plans for pre-construction, construction, and post-construction activities ("Environmental Risk Management Plans"); (iii) operations and maintenance plans specifying on-going activities required after remediation and development; (iv) land use controls such as land use covenants, homeowner covenants, conditions and restrictions ("CC&Rs"), and (v) other vehicles for documenting restrictions on land use; and (c) any other supplemental documents for Environmental Testing and Clean-Up for the Project determined to be necessary by the DTSC.. The form of draft Approved Response Plan proposed by Buyer to DTSC shall not include the removal or disposal of sediments from the Three Parcels and/or areas beyond the boundary of such parcels to the Estuary Side. The current draft of the Approved Response Plan prepared by EKI is dated November 2009.

1.3. "Claim": Any action, cause of action, claim, compensation, cost, damage, demand, directive, enforcement, proceeding, expense, fee (including consultants' and attorneys' fees), fine, lawsuit, order, penalty, right, or any other form of cost or compensation whatsoever, including any government claim.

1.4. **"Clean-Up"**: Any removal, recycling, disposal, remediation, containment, treatment, capping, encapsulating, and monitoring of Hazardous Materials, including reasonable restoration of the property surface.

1.5. **"Clean-Up Cost Estimate"**: The cost estimate to be prepared by EKI and submitted to Buyer and Seller for implementation of the Environmental Testing and Clean-Up required under the Approved Response Plan. In addition to providing the estimated cost for implementation of the Environmental Testing and Clean-Up under the entire Approved Response Plan covering the Three Parcels, the Clean-Up Cost Estimate shall separately identify estimated costs for implementation of the Environmental Testing and Clean-Up required under the Approved Response Plan for the Final Public Trust Parcels (Uplands) and for each Development Phase. The Clean-Up Cost Estimate shall be prepared by EKI and provided in writing to Seller no more than six (6) months and no less than three (3) months preceding the Close of Escrow. Thereafter, Buyer shall cause EKI to update (a) the Clean-Up Cost Estimate no more than six (6) months and no less than three (3) months prior to the Implementation and Liability Measures Trigger Date, and (b) with respect to each Development Phase, that portion of the Clean-Up Cost Estimate applicable to the Development Phase no more than six (6) months and no less than three (3) months prior to commencement of the implementation of the Approved Response Plan with respect to such Development Phase.

1.6. **"Construction Release"**: Any Initial Release of Hazardous Materials: (a) occurring during improvement and/or maintenance of the Three Parcels or the Extended Construction Area performed by Buyer or pursuant to Buyer's direction; (b) caused by the act or omission of Buyer or its Authorized Representatives; and (c) of which Buyer or its Authorized Representatives has or obtains actual knowledge within sixty (60) days following the date of the Initial Release. The term Construction Release does not include Incidental Migration.

1.7. **"Development Phase(s)"**: The individual Project phases proposed by Buyer and identified in Exhibit 13-1, attached hereto.

1.8. **"Effective Date"**: The Effective Date of the Purchase and Sale Agreement.

1.9. **"Environmental Laws"**: Any and all federal and/or California laws, statutes, ordinances, rules, regulations, permits, orders, or other directives issued by any Agency pertaining to Hazardous Materials, including, without limitation, the following laws: 15 U.S. Code Section 2601, *et seq.* (the Toxic Substances Control Act); 33 U.S. Code Section 1251, *et seq.* (the Clean Water Act); 42 U.S. Code Section 6901, *et seq.* (the Resource Conservation and Recovery Act); 42 U.S. Code Section 7401, *et seq.* (the Clean Air Act); 42 U.S. Code Section 9601, *et seq.* (the Comprehensive Environmental Response, Compensation and Liability Act); 49 U.S. Code Section 1801, *et seq.* (the Hazardous Materials Transportation Act); 33 U.S.C. Section 2701, *et seq.* (the Oil Pollution Act); California Health & Safety Code ("H&S Code") Section 25100, *et seq.* (Hazardous Waste Control); H&S Code Section 25300, *et seq.* (the Hazardous Substance Account Act); H&S Code Section 25404 *et seq.* (Unified Hazardous Waste and Hazardous Materials Management Regulatory Program); H&S Code Section 25531, *et seq.* (Hazardous Materials Management); H&S Code Section 25249.5, *et seq.* (the California Safe Drinking Water and Toxic Enforcement Act); H&S Code Section 25280, *et seq.* (Underground

Storage of Hazardous Substances); H&S Code Section 25170.1, *et seq.* (the California Hazardous Waste Management Act); H&S Code Section 25501, *et seq.* (Hazardous Materials Response Plans and Inventory); H&S Code Section 18901 *et seq.* (California Building Standards); California Water Code Section 13000, *et seq.* (the Porter-Cologne Water Quality Control Act); H&S Code Section 38000 *et seq.* and 40200 *et seq.* among others (authorizing regulation by the California Air Resources Control Board and the Bay Area Quality Management District); California Fish and Game Code Sections 5650-5656; local fire codes; the regulations adopted and promulgated pursuant to such statutes, and any regulations adopted pursuant to such statutes after the Effective Date of the Option to Purchase and Ground Lease Real Property ("Option Agreement"), as well as any subsequently enacted federal or California statute as may be modified, amended or reissued, in any way relating to Hazardous Materials; Clean-Up; human health; safety; the environment; or pollution or contamination of the air, soil, soil gas, surface water or groundwater.

1.10. "Environmental Testing" or "Environmental Tests": The testing, evaluation, investigation, monitoring, and risk assessment of Hazardous Materials, and any feasibility studies conducted in connection with the Clean-Up of Hazardous Materials.

1.11. "Estuary Side": The side of the Three Parcels the border of which abuts or is generally defined by shoreline, sediments, submerged lands, and/or open water (generally to the south and southwest of the stated parcels), and extending to the centerline of the Oakland Estuary. For purposes of this **Exhibit 13**, following the effective date of the Marina Ground Lease, the term Estuary Side shall not include the Marina Ground Lease Premises as that term is defined in the Marina Ground Lease. The term Estuary Side shall, however, include sediments, submerged lands, and open water extending beyond the Marina Ground Lease Premises to the centerline of the Oakland Estuary.

1.12. "Extended Construction Area": The area of Buyer's active demolition or construction beyond the boundary of the Three Parcels, to the Estuary Side, as defined by the footprint of any physical structure altered, demolished, removed, or constructed and the footprint of any area filled by Buyer. As soon as is reasonably possible, Buyer shall provide to Seller, at no cost to Seller, a survey of the Extended Construction Area.

1.13. "Hazardous Materials": Any: (a) substances which now or in the future are defined or regulated by Environmental Laws as "hazardous," "ultra-hazardous," "hazardous substances," "hazardous materials," "hazardous wastes," "reproductive toxins," "toxins," "toxic," "toxic substances," "contaminants," "contamination," "pollutants," "pollution," or are otherwise listed or regulated under any Environmental Laws; (b) petroleum products, crude oil (or any fraction thereof) and their derivatives; (c) explosives, asbestos, lead based paint, radioactive materials; and (d) air pollution, noxious fumes, vapors, soot, smoke, or other airborne contaminant.

1.14. "Incidental Migration": Non-negligent activation, migration, mobilization, movement, relocation, settlement, stirring, passive migration, passive movement, and/or other incidental transport of Hazardous Materials existing prior to Close of Escrow, at, on, under, or from the Three Parcels, and Extended Construction Area, and/or the soil, sediment, submerged lands, open water, or groundwater along the Estuary Side of the Three Parcels.

1.15. "Initial Release": Any new release of a Hazardous Material occurring or commencing after the Close of Escrow. The term Initial Release does not include Incidental Migration.

1.16. "Material Physical Change": The performance of any demolition or construction by Buyer within the Three Parcels, except for the following activities: (a) non-material modifications to existing improvements (such as tenant improvements, repair and replacement) that do not disturb groundwater or materially disturb soil that (i) comply with all Environmental Laws; (ii) are approved, to the extent required, by DTSC or any other Agency having jurisdiction over said work; and (iii) comply with the Approved Response Plan;

(b) work that is required under the Leases, provided that Buyer complies with all Environmental Laws and the Approved Response Plan to the extent applicable; and

(c) any other demolition and construction work that (i) is approved by Seller in writing, (ii) complies with all Environmental Laws, (iii) is approved, to the extent required, by DTSC or any other Agency having jurisdiction over said work, (iv) complies with the Approved Response Plan, and (v) is related to an existing or industrial use.

1.17. "Pre-Closing Release": Any new release of Hazardous Materials occurring or commencing at, on, under, or from the Three Parcels and/or the Extended Construction Area after the effective date of the Option Agreement and before the Close of Escrow. The term Pre-Closing Release does not include Incidental Migration.

1.18. "Three Parcels": The Trust Termination Parcels, Final Public Trust Parcels (Upland), and Public Trust Easement Street Parcels.

1.19. "Work Plan": A written plan for the Environmental Testing of Hazardous Materials.

2. Disclosure of Environmental Conditions.

Buyer and Seller each represent and warrant that their respective representations and disclosures made pursuant to **Section 2 of Exhibit G** to the Option Agreement are true and accurate as of the effective date of the Option Agreement and shall be updated and true and accurate as of the Close of Escrow.

3. Investigation and Clean-Up.

3.1. By Buyer. Without limiting any of Buyer's obligations under the Purchase and Sale Agreement, the Marina Ground Lease, the Open Space Ground Lease (if applicable), or any Environmental Laws, and except as described in **Section 3.3** below and **Section 2.2(b)(i) of Exhibit C** to the Marina Ground Lease, as between Buyer and Seller (but not as between Buyer and any third party), Buyer shall be responsible, at no cost to Seller, to:

(a) implement the Approved Response Plan for the Three Parcels to the satisfaction of DTSC, which implementation is intended to commence concurrently with Buyer's development of the Project and be completed in phases concurrently with development

on each Development Phase); however, Buyer shall implement the Approved Response Plan for the Three Parcels prior to commencement of Buyer's development of the Project to the extent (i) required by DTSC, (ii) required by Environmental Laws, or (iii) required by Buyer's activities on the Three Parcels;

(b) perform any Environmental Testing and Clean-Up required by any Agency in the Extended Construction Area (any responsibilities of Buyer under this **Section 3.1(b)** shall be limited to the Extended Construction Area itself and shall not extend outside the Extended Construction Area regardless of any alleged Incidental Migration, except as provided in **Section 3.1(c)** below);

(c) perform all Environmental Testing and Clean-Up required by any Agency to remediate any Construction Release; and

(d) until such time as the Deed of Trust has been reconveyed, perform all Environmental Testing and Clean-Up for the Three Parcels required by Environmental Laws to the satisfaction of the Agency requiring the work, or to the extent required by such Environmental Laws.

Buyer and Seller understand that Buyer's development of the Three Parcels, and Buyer's work in the Extended Construction Area, may cause or create Incidental Migration. Buyer shall exercise its good faith, commercially-reasonable efforts to minimize any Incidental Migration in connection with Buyer's activities at the Three Parcels and in the Extended Construction Area. Except as provided in this **Section 3.1**, as between Buyer and Seller (but not as between Buyer and any third party), if and to the extent that any Hazardous Materials located or formerly located on the Three Parcels or the Extended Construction Area, or identified in the Approved Response Plan, migrate (through Incidental Migration), have migrated, or otherwise extend beyond the boundaries of said parcels or the Extended Construction Area to the Estuary Side, responsibility for Environmental Testing and/or Clean-Up of such Hazardous Materials beyond the boundaries of said parcels and/or the Extended Construction Area shall be Seller's, as set forth in **Section 3.2** below. Buyer's responsibilities under this **Section 3** shall arise only upon Close of Escrow and, unless otherwise specified, shall exist regardless of the origin or source of the Hazardous Materials identified at the Three Parcels or the Extended Construction Area. Except as specifically set forth in the Option Agreement, the Purchase and Sale Agreement, or this **Exhibit 13**, Seller shall not be responsible for any additional costs of construction or development incurred by Buyer (including, without limitation, costs of soil management or disposal) relating to the presence of Hazardous Materials at, on, or under the Three Parcels.

3.2. By Seller. Without limiting any of Seller's obligations under the Purchase and Sale Agreement, the Marina Ground Lease, the Open Space Ground Lease (if applicable), or any Environmental Laws, and except as described in **Section 3.1(b)** and **(c)** above and **Section 3.3** below and **Section 2.2(b)(i)** of Exhibit C of the Marina Ground Lease, as between Buyer and Seller (but not as between Seller and any third party), Seller shall be responsible, at its sole cost and expense, for any Environmental Testing and/or Clean-Up required by any Agency or Environmental Law relating to the presence or suspected presence of any Hazardous Materials beyond the boundaries of the Three Parcels to the Estuary Side, regardless of the origin or source

of the Hazardous Materials, and including Environmental Testing and Clean-Up arising out of or in connection with the presence or suspected presence of Hazardous Materials migrating or alleged to have migrated from the Three Parcels to the Estuary Side at any time. Seller's responsibility under this **Section 3.2** shall arise only upon Close of Escrow. Except as specifically provided in this **Section 3.2**, if and to the extent that any Hazardous Materials identified beyond the boundaries of the Three Parcels to the Estuary Side migrate (through Incidental Migration), have migrated, or otherwise extend onto the Three Parcels and/or the Extended Construction Area from the Estuary Side, as between Buyer and Seller, responsibility for Environmental Testing and/or Clean-Up of such materials on the Three Parcels and/or Extended Construction Area shall be Buyer's as set forth in **Section 3.1** above.

3.3. Pre-Closing Releases of Hazardous Materials.

(a) **Responsibility.** Notwithstanding **Section 3.1** above, Buyer shall not be responsible for any Claim (including costs of Environmental Testing and/or Clean-Up), relating to, or arising in connection with, any Pre-Closing Release except to the extent that such Pre-Closing Release is caused by the acts or omissions of Buyer, its Authorized Representatives, or any of their agents, consultants, contractors, employees, invitees, lessees, successors, tenants, vendees, or any person or entity for whose acts or omissions such individuals or entities are legally responsible.

(b) **Costs.** In the event of a Pre-Closing Release other than a Pre-Closing Release caused by Buyer, its Authorized Representatives, or persons for whom those entities are legally responsible as described in **Section 3.3(a)** above:

(i) where the estimated Environmental Testing and Clean-Up costs necessary to restore the Three Parcels and/or Extended Construction Area to its condition prior to the Pre-Closing Release ("Pre-Release Condition") are less than or equal to three million dollars (\$3,000,000) as reasonably estimated by Seller, Seller, without contribution from Buyer, shall promptly perform all Environmental Testing and Clean-Up necessary, at Seller's option, to either restore the Three Parcels and/or Extended Construction Area to their Pre-Release Condition or to meet the requirements of all Agencies with respect to the Pre-Closing Release. In the event that the above-required Environmental Testing or Clean-Up extends or is reasonably anticipated by Buyer to extend beyond the Close of Escrow, Buyer, in its sole and absolute discretion, may elect to postpone Close of Escrow for some or all of the period required for Seller to restore the Three Parcels and/or Extended Construction Area to their Pre-Release Condition or to meet Agency requirements with respect to the Pre-Closing Release; or

(ii) where the estimated Environmental Testing and Clean-Up costs necessary to restore the Three Parcels and/or Extended Construction Area to their Pre-Release Condition or to meet the requirements of any Agency with respect to the Pre-Closing Release are greater than three million dollars (\$3,000,000), as reasonably estimated by Seller, Buyer shall have the right, in its sole and absolute discretion, to terminate the Purchase and Sale Agreement, in which event Buyer shall be entitled to the return of any deposit and the parties shall be relieved of further rights and obligations under the Purchase and Sale Agreement, including this **Exhibit 13**, except for the Surviving Obligations. Alternatively, where the reasonably estimated Environmental Testing and Clean-Up costs necessary to restore the Three

Parcels and/or Extended Construction Area to their Pre-Release Condition or to meet the requirement of all Agencies with respect to the Pre-Closing Release are greater than three million dollars (\$3,000,000), as reasonably estimated by Seller, Buyer may elect to proceed with Close of Escrow, in which case Seller shall pay the first three million dollars (\$3,000,000) of all reasonable and necessary Environmental Testing and Clean-Up costs necessary to restore the Three Parcels and/or Extended Construction Area to their Pre-Release Condition, and Buyer shall be responsible for any additional costs of Environmental Testing and/or Clean-Up necessary to remediate Pre-Closing Releases of said parcels consistent with Buyer's intended use.

(c) **Limit on Seller's Costs.** Under no circumstances shall Seller's total obligations for Environmental Testing and/or Clean-Up costs under this **Section 3.3** exceed three million dollars (\$3,000,000).

3.4. Cooperation. The parties agree to work cooperatively to coordinate the work described in this **Exhibit 13** so that such work may be performed cost effectively. Until Close of Escrow, such cooperation and coordination shall include the sharing of information as to any Environmental Testing, Clean-Up, or other work described in this **Exhibit 13**, meeting as necessary to evaluate any Agency concerns or requests for information, exchanging copies of all submittals regarding the work described in this **Exhibit 13** with reasonable time for Seller to comment on (but not approve) the submittals prior to the submission of such submittals to any Agency, and the scheduling of any and all meetings with the Agency to include both parties. After Close of Escrow, the parties agree to share information as needed to perform the work described in this **Exhibit 13** and to track Minimum Remediation Costs as set forth in **Section 2.3** of the Purchase and Sale Agreement.

4. Compliance with Environmental Laws.

Buyer's and Seller's actions pursuant to this **Exhibit 13** shall comply, and each shall cause its Authorized Representatives and agents to comply, with all Environmental Laws relating to or otherwise affecting the Three Parcels and the Extended Construction Area.

5. Releases.

5.1. By Buyer of Seller. Upon Close of Escrow, and except as specifically set forth in this **Exhibit 13**, the Purchase and Sale Agreement, or the Option Agreement, Buyer, for itself, its successors and assigns, waives, releases, acquits, and forever discharges Seller and its Authorized Representatives, of, from and against any Claims, direct or indirect, at any time on account of or in any way arising out of or in connection with Hazardous Materials existing at, on, or under the Three Parcels and/or Extended Construction Area (if any) as of the Close of Escrow, and any Incidental Migration to or within said parcels regardless of the origin or source of the Hazardous Materials, whether known or unknown. For purposes of this **Section 5.1**, "Seller" shall include the Board of Port Commissioners and each of its Commissioners, and Seller's Authorized Representatives.

5.2. Scope of Release by Buyer of Seller. Notwithstanding anything in **Section 5.1** above or **Section 6** of the Purchase and Sale Agreement, Buyer's release of Seller (as

defined in **Section 5.1**) shall not apply to: (a) any Claim resulting from Seller's negligence or willful misconduct following Close of Escrow; (b) any Pre-Closing Release except to the extent that such Pre-Closing Release results from the acts or omissions of Buyer, its Authorized Representatives, or any of their agents, consultants, contractors, employees, invitees, lessees, successors, tenants, vendees, or any person or entity for whose acts or omissions such individuals or entities are legally responsible; or (c) any Initial Release of Hazardous Materials occurring in or affecting the Extended Construction Area after Close of Escrow unless such Claim results, in whole or in part, from the acts or omissions of Buyer, its Authorized Representatives, or any of their agents, consultants, contractors, employees, invitees, lessees, successors, tenants, vendees, or any person or entity for whose acts or omissions such individuals or entities are legally responsible. Buyer's release of Seller shall be limited by and subject to Seller's obligations in **Sections 3.2** and **3.3** above and **Section 6.2** below, and Buyer specifically reserves the right to take any action necessary to enforce Seller's obligations under those sections. Subject to these limitations, Buyer's release in **Section 5.1** shall apply to all unknown and known Claims and contingent or liquidated Claims, and shall specifically cover any potential liability which may be based on any Environmental Laws. Subject to the limitations set forth in this **Section 5.2**, the release also includes a release of the rights provided under California Civil Code §1542, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

5.3. By Seller of Buyer. Upon Close of Escrow, and except as specifically set forth in this **Exhibit 13**, the Purchase and Sale Agreement, or the Option Agreement, Seller, for itself, its successors and assigns, hereby waives, releases, acquits and forever discharges Buyer and its Authorized Representatives, of, from, and against any Claims, direct or indirect, at any time on account of or in any way arising out of or in connection with Hazardous Materials at, on, or under, locations beyond the boundaries of the Three Parcels to the Estuary Side (including sediments, submerged lands, surface water, and ground water), and any Incidental Migration to or within such locations, regardless of the origin or source of the Hazardous Materials, whether known or unknown.

5.4. Scope of Release by Seller of Buyer. Notwithstanding anything in **Section 5.3** above or **Section 6** of the Purchase and Sale Agreement, Seller's release of Buyer (as defined in **Section 5.3**) shall not apply to any Claim: (a) resulting from Buyer's negligence or willful misconduct; (b) from any Initial Release of Hazardous Materials occurring after Close of Escrow caused in whole or in part by Buyer, its Authorized Representatives, or any of their agents, consultants, contractors, employees, invitees, lessees, successors, tenants, vendees, or any person or entity for whose acts or omissions such individuals or entities are legally responsible; (c) arising out of any Pre-Closing Release to the extent that such Pre-Closing Release results from the acts or omissions of Buyer, its Authorized Representatives, or any of their agents, consultants, contractors, employees, invitees, lessees, successors, tenants, vendees, or any person or entity for whose acts or omissions such individuals or entities are legally responsible; or (d) asserted by any resident occupying property within the Three Parcels, or any agent, employee, invitee, guest, vendee, or tenant of such resident for personal injury and/or wrongful death

sustained as a result of any alleged exposure to Hazardous Materials in the sediments, submerged lands, and/or surface water at or along the Estuary Side of the Three Parcels. Further, Seller's release of Buyer shall be limited by and subject to Buyer's obligations in **Section 3.1** above and **Section 6.1** below, and Seller specifically reserves the right to take any action necessary to enforce Buyer's obligations under those sections. Subject to these limitations, Seller's release in **Section 5.3** shall apply to all unknown and known Claims and contingent or liquidated Claims, and shall specifically cover any potential liability which may be based on any Environmental Laws. Subject to the limitations set forth in this **Section 5.4**, the release also includes a release of the rights provided under California Civil Code § 1542, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. Indemnity.

6.1. Indemnity by Buyer in Favor of Seller. In addition to the indemnification obligations set forth in **Section 7.2** of the Purchase and Sale Agreement, and except as set forth below, upon Close of Escrow, as between Buyer and Seller, Buyer shall be solely responsible for, and shall indemnify, protect, defend (with counsel reasonably acceptable to Seller) and hold harmless Seller from and against, any and all Claims, direct or indirect, on account of or in any way arising out of, related to, or in connection with: (a) Construction Releases; and (b) Hazardous Materials located, or which may come to be located at, on, or under the Three Parcels, regardless of the origin or source of the Hazardous Materials, including, without limitation, Claims by any Agency or resident, or any agent, employee, invitee, guest, vendee, or tenant of a resident of the Three Parcels, including toxic tort liability suits related to the exposure to any Hazardous Materials on the Three Parcels, and any Environmental Testing and Clean-Up expenses. For purposes of this **Section 6.1**, "Seller" shall include the Board of Port Commissioners and each of its Commissioners, and Seller's Authorized Representatives.

(a) **Limitation on Indemnity.** Notwithstanding anything in this **Exhibit 13**, the Purchase and Sale Agreement, or the Option Agreement, Buyer's indemnity of Seller shall not apply to any Claim resulting from: (a) Seller's negligence or willful misconduct; (b) any Pre-Closing Release except to the extent that such Pre-Closing Release results from the acts or omissions of Buyer, its Authorized Representatives, or any of their agents, consultants, contractors, employees, invitees, lessees, successors, tenants, venders, or any person or entity for whose acts or omissions such individuals or entities are legally responsible; or (c) any Incidental Migration of Hazardous Materials at, on, under or emanating from the Three Parcels and/or the Extended Construction Area beyond the Three Parcels to the Estuary Side. Buyer's indemnity obligations with respect to Construction Releases occurring or impacting any area beyond the Three Parcels to the Estuary Side shall be limited to its obligations as set forth in **Section 3.1(c)**. In addition, each of Buyer's indemnity obligations shall be limited by, subject to, and shall not abrogate, Seller's obligations under **Sections 3.2** and **3.3** above, and Buyer specifically reserves the right to take any action necessary to enforce Seller's obligations those sections. Any indemnity obligations by Buyer pursuant to this **Section 6.1** shall cease and shall not apply as to

any Claims submitted more than twenty (20) years following the Implementation and Liability Measures Trigger Date as said term is defined in **Section 7.1**.

(b) **Notice; Defense of Claim.** Within forty-five (45) days after receiving notice of any existing or potential Claim, Seller shall give notice to Buyer of such Claim. Buyer and Seller shall cooperate with each other in the defense against any Claim, including, without limitation, the tendering of Claims to insurance carriers for defense and indemnity. Any delay by Seller in providing timely notice of a Claim shall not excuse Buyer's indemnity obligations except to the extent that such delay causes prejudice to Buyer.

(c) **Settlements.** No compromise or settlement of any Claim against Seller may be effected by Buyer without Seller's written consent, which shall not be unreasonably withheld, conditioned, or delayed.

(d) **Survival.** Buyer's indemnification obligations under this Section shall survive Close of Escrow.

6.2. Indemnity by Seller in Favor of Buyer. In addition to the indemnification obligations set forth in **Section 7.2** of the Purchase and Sale Agreement, and except as set forth below, upon Close of Escrow, as between Buyer and Seller, Seller shall be solely responsible for, and shall indemnify, protect, defend (with counsel reasonably acceptable to Buyer) and hold harmless Buyer from and against, any and all Claims, direct or indirect, including Claims by any Agency, on account of or in any way arising out of, related to, or in connection with Hazardous Materials located, or which may come to be located, beyond the boundaries of the Three Parcels to the Estuary Side (including sediments, submerged lands, surface water, and ground water), regardless of the origin or source of the Hazardous Materials, including any Environmental Testing and Clean-Up expenses.

(a) **Limitation on Indemnity.** Notwithstanding anything in this **Exhibit 13**, the Purchase and Sale Agreement, or the Option Agreement, Seller's indemnity of Buyer shall not apply to: (a) any Claim resulting from Buyer's negligence or willful misconduct; (b) any Pre-Closing Release resulting from the acts or omissions of Buyer, its Authorized Representatives, or any of their agents, consultants, contractors, employees, invitees, lessees, successors, tenants, vendees, or any person or entity for whose acts or omissions such individuals or entities are legally responsible; (c) any Incidental Migration of Hazardous Materials at, on, under, or emanating from beyond the boundary of the Three Parcels to the Estuary Side of the Three Parcels and/or Extended Construction Area; (d) Construction Releases; or (e) any Claim asserted by any resident occupying property within the Three Parcels, or any agent, employee, invitee, guest, vendee, or tenant of such resident for personal injury and/or wrongful death sustained as a result of any alleged exposure to Hazardous Materials in the sediments, submerged lands, and/or surface water at and along the Estuary Side of the Three Parcels. Each of Seller's indemnity obligations shall be limited by, subject to, and shall not abrogate, Buyer's obligations under **Section 3.1** above, and Seller specifically reserves the right to take any action necessary to enforce Buyer's obligations under that section. Any indemnity obligations by Seller pursuant to this **Section 6.2** shall cease and shall not apply as to any Claims submitted more than twenty (20) years following the Implementation and Liability Measures Trigger Date as said term is defined in **Section 7.1**.

(b) **Notice; Defense of Claim.** Within forty-five (45) days after receiving notice of any existing or potential Claim, Buyer shall give notice to Seller of such Claim. Buyer and Seller shall cooperate with each other in the defense against any Claim, including, without limitation, the tendering of Claims to insurance carriers for defense and indemnity. Any delay by Buyer in providing timely notice of a Claim shall not excuse Seller's indemnity obligations except to the extent that such delay causes prejudice to Seller.

(c) **Settlements.** No compromise or settlement of any Claim against Buyer may be effected by Seller without Buyer's written consent, which shall not be unreasonably withheld, conditioned, or delayed.

(d) **Survival.** Seller's indemnification obligations under this Section shall survive Close of Escrow.

6.3. Use of Insurance or Alternative Escrow Accounts.

(a) **Pollution Legal Liability and Remediation Cost Cap Insurance.** With respect to all Claims or obligations subject or potentially subject to coverage by pollution legal liability ("PLL"), remediation cost-cap ("Cost Cap") insurance or the alternative escrow accounts described in Sections 7.2 and 7.3 below ("PLL Insurance Escrow Account" and "Cost Cap Insurance Escrow Account", respectively), the parties agree that except for any deductible amounts under the PLL Insurance and amounts within the retention amount below any attachment point of any Cost Cap Insurance, such insurance and/or PLL Insurance Escrow Account or Cost Cap Insurance Escrow Account, as the case may be, shall be the primary means of coverage or reimbursement for such Claims, and that all reasonable efforts to obtain such coverage or reimbursement shall be exhausted prior to the obligation of any party to provide indemnity pursuant to this Section 6. The parties shall cooperate to maximize the extent to which any Claim or obligation is covered by any policies of insurance described in Sections 7.2 and 7.3.

(b) **Other Insurance.** With respect to any Claims potentially subject to coverage by policies of insurance other than the PLL and Cost Cap Insurance policies referenced in Section 6.3(a), obtained or held by Seller, or under which Seller has coverage (collectively and individually "Other Insurance"), Seller in its sole and absolute discretion may seek to recover from such Other Insurance and all recoveries from such Other Insurance shall be the sole property of Seller. Seller shall have no obligation to seek any recovery from such Other Insurance.

7. Security and Insurance.

7.1 Completion Guaranty. Upon the earliest to occur of: (a) commencement of implementation of the Approved Response Plan for any Development Phase; (b) a Material Physical Change; and (c) June 1, 2015 (such earliest occurrence being called, "Implementation and Liability Measures Trigger Date"), Buyer shall provide Seller with a completion guaranty in a form substantially similar to Exhibit 13-2 ("Completion Guaranty") in an amount equal to the most recent Clean-Up Cost Estimate for the (Final Public Trust Parcels (Upland)) (the "Guaranty Amount"). The Completion Guaranty shall be provided by a third-party entity or entities with an

aggregate net worth of no less than the Guaranty Amount. Ninety (90) days following Buyer's commencement of implementation of the Approved Response Plan or any other plans or documents referenced in **Section 1.2** on the Final Public Trust Parcels (Upland), or any portion thereof, and quarterly thereafter, Buyer shall provide Seller with an accounting of the Actual Remediation Costs incurred by Buyer relating to the Final Public Trust Parcels (Upland) (the "Quarterly Accounting"). The Quarterly Accounting shall include, as appropriate and to the extent not previously provided to Seller, copies of relevant contracts, invoices and proof of payment. To the extent that the costs identified in the Quarterly Accounting (y) constitute Actual Remediation Costs, and (z) are related to the Environmental Testing or Clean-Up of the Final Public Trust Parcels (Upland), then the Guaranty Amount shall be reduced by the amount of such costs. Notwithstanding anything above to the contrary, all costs identified in the Quarterly Accounting and credited by an insurer toward the attachment point or self-insured retention of any Cost Cap policy of insurance purchased pursuant to **Section 7.3** below shall be deemed Actual Remediation Costs. Buyer may further reduce the Guaranty Amount (at inception or a later date) by providing alternate forms of security, each in a form reasonably approved by Seller, dedicating or securing funds to perform Environmental Testing and/or Clean-Up of the Final Public Trust Parcels (Upland). Such mechanisms may include, without limitation, escrowed funds, letters of credit, set aside letters, redevelopment funds, performance bonds, and/or bond revenue from an established Community Facilities District which mechanisms shall be subject to Seller's approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

7.2. Pollution Legal Liability Insurance And Alternative PLL Insurance Escrow Account.

(a) **Initial Term.** Upon the Implementation and Liability Measures Trigger Date, Buyer shall provide PLL Insurance providing coverage for the Three Parcels, that, to the extent not addressed by the Cost Cap Insurance policies or Cost Cap Insurance Escrow Account described in **Section 7.3**, below, provides coverage for third-party Claims asserting liability for damages, including Clean-Up costs, bodily injury or property damage arising out of unknown, pre-existing pollution conditions, and for Clean-Up costs incurred at a location for which regulatory closure from the DTSC has been obtained. To the extent reasonably available and subject to the limitations set forth below, the PLL Insurance shall also provide coverage for liability arising out of new conditions (except that with respect to new conditions, such coverage may be provided within a single PLL Insurance policy or, in the alternative, by consecutive PLL Insurance policies covering, in the aggregate, the entire ten (10)-year term). The deductible or retention on the PLL Insurance policy shall be not more than two hundred fifty thousand dollars (\$250,000) for each pollution incident, and the limits of the PLL policy shall not be less than ten million dollars (\$10,000,000) for each incident and in the aggregate. The term of the PLL Insurance policy shall be no less than ten (10) years. In the event that the foregoing PLL Insurance policy is not available at a commercially reasonable rate not to exceed seven hundred fifty thousand dollars (\$750,000), Buyer, at Buyer's sole discretion, shall elect to (i) purchase PLL Insurance upon different terms, including with lower limits and/or higher deductibles provided that Buyer obtains Seller's written consent as to the different terms, which consent shall not to be unreasonably withheld, conditioned, or delayed, or (ii) deposit seven hundred fifty thousand dollars (\$750,000) into an interest bearing PLL Insurance Escrow Account which escrowed funds shall be available for the defense and indemnification of third party (including

Agency) Claims for bodily injury, property damage, remediation, and Environmental Testing and Clean-Up costs arising out of known, unknown, pre-existing and new pollution conditions alleged in any Claim relating to the Three Parcels. Funds from the PLL Insurance Escrow Account shall be managed and disbursed upon terms and conditions mutually acceptable to Buyer and Seller. Any PLL Insurance Escrow Account established pursuant to this **Section 7.2(a)** shall be maintained for twenty (20) years following the Implementation and Liability Measures Trigger Date. All funds remaining in the PLL Insurance Escrow Account at that time shall be promptly disbursed to Buyer, except for funds reasonably necessary to address then-existing Claims submitted prior to expiration of the 20-year term, which fund, if any, shall be promptly disbursed to Buyer upon resolution of such Claims. The PLL Insurance policies or PLL Insurance Escrow Account alternative required by this **Section 7.2** shall name the following as insureds/be established for the use and benefit of the following: Buyer, Seller, State Lands Commission ("Commission"), the City of Oakland ("City"), the Redevelopment Agency of the City of Oakland ("ORA") and, if applicable, any Community Services District to be established in connection with the long term maintenance of the Final Public Trust Parcels (Upland) ("CSD"); however, the City and CSD will only be insureds under the PLL Insurance policy or be entitled to the use of escrowed funds in the PLL Insurance Escrow Account with respect to the portion of the Final Public Trust Parcels (Upland) owned or controlled by the City or the CSD.

(b) **Additional Term.** Ten (10) years after the Implementation and Liability Measures Trigger Date so there are no gaps in PLL Insurance coverage, Buyer shall provide an additional ten (10) years of PLL Insurance coverage on the same terms and conditions, and subject to the same limitations and alternatives, as set forth in **Section 7.2(a)** above. Notwithstanding anything to the contrary contained herein, the maximum amount that Buyer shall be required to pay for the additional ten (10) years of PLL Insurance coverage, or fund into the PLL Insurance Escrow Account, pursuant to this **Section 7.2(b)** shall be the greater of: (i) seven hundred fifty thousand dollars (\$750,000); or (ii) one million five hundred thousand dollars (\$1,500,000) less the amount Buyer spent to obtain the initial term of PLL Insurance, or already funded into the PLL Insurance Escrow Account pursuant to **Section 7.2(a)** above (provided that the final dollar figures identified in **Sections 7.2(b)(i)** and **Sections 7.2(b)(ii)**, shall be adjusted to their "future value," calculated from the Implementation and Liability Measures Trigger Date through the date the additional coverage is to be purchased). Any PLL Insurance Escrow Account established pursuant to this **Section 7.2(b)** with respect to such additional ten (10) year term of PLL Insurance, shall be, for the purpose as described in **Section 7.2(a)** above, maintained for twenty (20) years following the Implementation and Liability Measures Trigger Date. All funds remaining in the PLL Insurance Escrow Account at that time shall be promptly disbursed to Buyer, except for funds reasonably necessary to address then-existing Claims submitted prior to expiration of the twenty (20)-year term, which funds, if any, shall be promptly disbursed to Buyer upon resolution of such Claims. In the event that Buyer obtains building permits for ninety percent (90%) of the residential units approved for the Project prior to the date that is ten (10) years after the Implementation and Liability Measures Trigger Date, Buyer shall place an amount equal to the sum required by the second sentence of this Section into a PLL Insurance Escrow Account to secure Buyer's obligations under this **Section 7(b)**.

(c) **Extended PLL Insurance for Final Public Trust Parcels (Upland).** Notwithstanding the requirements of **Section 7.2(a)** and (b), in the event Buyer does

not transfer ownership of the Final Public Trust Parcels (Upland), or any portion thereof, to the City within twenty (20) years after the Implementation and Liability Measures Trigger Date, Buyer shall continue to maintain PLL Insurance or the PLL Insurance Escrow Account on all or any portion of the Final Public Trust Parcels (Upland) that are not transferred, meeting the requirements of **Section 7.2(a)**, for any additional period prior to such transfer.

(d) **Cooperation.** Buyer agrees to work jointly in consultation with Seller's insurance broker in procuring the insurance described in **Sections 7.2(a) and 7.2(b)**; however, Seller shall be solely responsible for any costs, fees, or payments due to Seller's insurance broker in connection with the efforts and/or policies described in such Sections. Seller, at its sole option and sole cost, may elect to purchase up to two million dollars (\$2,000,000) in additional segregated limits under the PLL policy, covering Seller's liability for third-party Claims alleging exposure to Hazardous Materials prior to Close of Escrow. In the event Seller decides to purchase such additional insurance, all agreements or contracts designated by Seller in which Seller indemnifies other parties in connection with the Three Parcels shall be covered under the segregated limits policy as insured contracts.

7.3. Remediation Cost-Cap Insurance and Alternative Cost Cap Insurance Escrow Account.

(a) **Initial Phases/Establishment and Maintenance of Escrow Account.** Upon the Implementation and Liability Measures Trigger Date, Buyer shall provide a Cost Cap Insurance policy for Development Phases I and IA. The limit of the Cost Cap Insurance policy shall be in an amount which is at least equal to one hundred percent (100%) of the combined Clean-Up Cost Estimate for Phases I and IA, and the limits shall attach at an amount which is no more than one hundred ten percent (110%) of the combined Clean-Up Cost Estimate for Phases I and IA; additionally, this Cost Cap Insurance policy shall have a term of not less than the then estimated time required to complete or fully implement the Approved Response Plan applicable to Development Phases I and IA. Such Cost Cap Insurance policy shall allow Seller to access the policy proceeds should Seller be required to take over the Clean-Up of Development Phases I or IA from Buyer. In the event that the above-described Cost Cap Insurance is not reasonably commercially available for a premium amount less than or equal to ten percent (10%) of the combined Clean-Up Cost Estimate for Development Phases I and IA, then Buyer shall deposit an amount equal to twenty-five percent (25%) of the combined Clean-Up Cost Estimate for Development Phases I and IA into an interest bearing Cost Cap Insurance Escrow Account, which reserve funds shall be available to Buyer and Seller, if necessary, for cost overruns on Phases I and IA, consistent with the Approved Response Plan. Funds from the Cost Cap Insurance Escrow Account shall be managed and disbursed upon terms and conditions mutually acceptable to Buyer and Seller. Any Cost Cap Insurance Escrow Account established pursuant to this **Section 7.3(a)** shall be maintained until DTSC grants regulatory closure of Phases I and IA ("Phase I Closure"). All funds remaining in the Cost Cap Insurance Escrow Account upon the Phase I Closure and not reasonably necessary to address Clean-Up cost overruns incurred prior to the date of the Phase I Closure shall be promptly disbursed to Buyer. The Cost Cap Insurance policies or Cost Cap Insurance Escrow Account alternative required by this Section shall name the following as insureds: Buyer, Seller, Commission, the City, the ORA and, if applicable, any CSD; however, the City and CSD will only be insureds under the insurance policy or be entitled to the use of escrowed funds in the Cost Cap Insurance Escrow

Account with respect to the portion of the Final Public Trust Parcels (Upland) owned or controlled by the City or the CSD.

(b) **Subsequent Phases.** With respect to each Development Phase following Phases I and IA, prior to the earlier to occur of commencement of implementation of the Approved Response Plan for such Development Phase or commencement of demolition of existing improvements on such Development Phase, Buyer shall have in force and effect a Cost Cap Insurance policy on the same terms and conditions set forth in **Section 7.3(a)** above (except for the policy limits, attachment point, maximum funds required for the insurance premium, and the amount of alternative escrow funds for the Cost Cap Insurance Escrow Account, if applicable, which shall be based on the most current Clean-Up Cost Estimate for the Development Phase), and subject to the same limitations and alternatives, as set forth in **Section 7.3(a)** above (except that any Cost Cap Insurance Escrow Account established pursuant to this **Section 7.3(b)** shall be maintained until DTSC grants regulatory closure of the applicable Development Phase).

(c) **Cooperation.** Buyer agrees to cooperate and share information with Seller regarding the work described in this **Exhibit 13**. Buyer shall also provide Seller with contemporaneous copies of all reports and correspondence submitted to the insurance carrier under the Cost Cap Insurance policy(ies). In addition, the parties shall promptly notify each other concerning all Claims asserted against them by any third party in connection with Hazardous Materials on the Three Parcels, and all Claims submitted to the insurance carrier under either the PLL or Cost Cap Insurance policies.

7.4. Restrictive Covenant. In the event that, upon Close of Escrow, Seller retains title to the Final Public Trust Parcels (Upland) or any portion thereof pursuant to **Section 1.2(c)** of the Purchase and Sale Agreement, then for the benefit of the Seller and such parcels, Buyer shall record with the County of Alameda a Restrictive Covenant on the Trust Termination Parcels in the form attached hereto as **Exhibit 13-3**.

7.5. Escrow Instructions. Prior to the establishment of the PLL Insurance Escrow Account described in **Sections 7.2**, or the Cost Cap Insurance Escrow Account described in **Section 7.3**, the parties shall jointly draft and approve escrow instructions governing the management and distribution of the escrowed funds by Buyer consistent with **Section 6.3** above.

7.6. Deed of Trust With Assignment of Rents and Promissory Note [Secured by Deed of Trust]. As required by **Section 2.2** of the Purchase and Sale Agreement, upon Close of Escrow, Buyer shall deliver to Seller a Deed of Trust With Assignment of Rents and a Promissory Note [Secured by Deed of Trust] in favor of Seller encumbering the Trust Termination Parcels and the Public Trust Easement Street Parcels in the form attached as **Exhibits 25** and **26**, respectively, to the Purchase and Sale Agreement.

7.7. Audit of Quarterly Accounting, Alternative PLL Insurance Escrow Account, and Alternative Cost Cap Insurance Escrow Account. Buyer shall maintain or cause to be maintained adequate accounting systems, which accounting systems may be on a tax basis, and controls concerning the Quarterly Accounting, the alternative PLL Insurance Escrow Account, and the alternative Cost Cap Insurance Escrow Account, if the latter two accounts are

established (said two accounts and the Quarterly Accounting are collectively referred to herein as the "Environmental Accounts"). Seller shall have the right, on a yearly basis, or upon Seller's delivery to Buyer of a notice of default under any of the following Transactional Documents, the Purchase and Sale Agreement, the Note, the Deed of Trust, the Restrictive Covenant, the Completion Guaranty or Sections 1.4, 1.6, or 6.1 of the Open Space Lease, to audit such accounting systems and controls as well as the books, records, and other data relevant to the deposit and withdrawal of money from said Environmental Accounts available to the Seller or its Authorized Representatives upon request. The Seller's right to inspect shall include the right to photocopy and make electronic copies of said books, records, and data as the Seller determines in its discretion to be necessary or convenient in connection with its review or audit of the Environmental Accounts. If the Seller's audit reveals that Buyer's deposits or withdrawals from any of the Environmental Accounts fail to comply with the terms of the Purchase and Sale Agreement, including this **Exhibit 13**, Buyer shall immediately take all actions necessary to rectify such non-compliance, including, without limitation, depositing additional funds into any of the Environmental Accounts. If Buyer fails to cure such non-compliance within thirty (30) days of notice of such non-compliance by the Seller, Buyer shall pay to the Port (a) all of the Seller's reasonable and actual costs (including, without limitation, the prorated salary of the Seller's auditors, fringes and overhead allocation) incurred by the Seller in auditing such books and records, and (b) three percent (3%) of any shortfall in any of said Environmental Accounts.

8. Covenant Not to Sue.

Buyer and Seller understand that Seller has previously commenced and resolved certain litigation with third parties concerning alleged Hazardous Materials on and under portions of the Three Parcels. A list of such third parties, attached hereto as **Exhibit 13-4**, are those involved in the *City of Oakland v. Keep on Trucking Company, Inc., et al.*, United States District Court, Northern District of California, Case No. C-95-03721-CRB litigation, the *City of Oakland v. Seabreeze Yacht Center, Inc., et al.*, United States District Court, Northern District of California, Case No. C-92 0380-MHP litigation, and the agreements entered into between Seller and *Praxair* pursuant to the Surrender and Termination of Lease and Property Restoration Agreement and the Release and Settlement Agreement Regarding Site Restoration. Seller shall supplement **Exhibit 13-1** if and as appropriate.

Buyer and its successors covenant that Buyer shall not initiate any action against any third party listed on **Exhibit 13-1** relating to the presence of Hazardous Materials at, under, or emanating from the Ninth Avenue Terminal, the Seabreeze Yacht Center, or the Praxair site, nor initiate any action to recover costs or other damages resulting from the presence of Hazardous Materials at, under, or emanating from the Ninth Avenue Terminal, the Seabreeze Yacht Center, or the Praxair site, as those locations are specifically described and defined in **Exhibit 13-2**, which is incorporated herein by this reference.

9. Limited Assignment of Claims.

Except as limited by **Section 8** of this **Exhibit 13** and as specifically set forth in subsections (a) through (j) below, Seller assigns to Buyer: (1) all rights and Claims Seller has or may in the future have against any party liable or potentially liable ("PRP") under any statutory or common law, including any Environmental Law, for costs relating to or arising in connection

with the Environmental Testing and/or Clean-Up of Hazardous Materials at, on, under, or emanating from the Three Parcels; and (2) all Claims or rights to recovery Seller has or may in the future have for any new Claims filed with the California Underground Storage Tank Cleanup Fund ("USTCF") (or any successor to the USTCF) in connection with the Environmental Testing and/or Clean-Up of Hazardous Materials at, on, under, or emanating from the Three Parcels (collectively, "Cost Recovery Claims"). The assigned Cost Recovery Claims specifically include all rights and Claims of Seller relating to or arising in connection with any discount or deduction in the Purchase Price for the Three Parcels based on or relating to the presence or potential presence of Hazardous Materials at, on, under, or emanating from the Three Parcels, including groundwater.

Seller's assignment of the Cost Recovery Claims is specifically limited by and subject to the following:

(e) Seller's assignment does not include any Cost Recovery Claims that Seller has or may have against PRPs and/or the USTCF to recover actual out of pocket costs (including but not limited to consultant and legal fees) incurred by Seller for Environmental Testing or Clean-Up, except for costs reimbursed to Seller by Buyer pursuant to the Option Agreement or this Purchase and Sale Agreement;

(f) Seller makes no representations or warranties that the Seller has any Cost Recovery Claims against any PRPs and/or the USTCF;

(g) With respect to any particular PRP, Seller's assignment may be limited by Laws or in one or more leases, contracts or agreements between the Seller and such PRP;

(h) Seller's assignment does not include an assignment of any Cost Recovery Claims Seller may have against Seller's insurance company(ies), whether as a direct insured or an additional insured; and

(i) In the event that Buyer elects to prosecute a cost recovery action in which Buyer asserts a Cost Recovery Claim (a "Covered Claim"), Buyer hereby agrees to:

(i) **Notice and Participation.** Provide Seller's legal counsel with sixty (60) days' prior written notice of the election to file a Covered Claim, which notice shall include (without representation or warranty) (A) the identity of the PRP, (B) a description of the basis of the Covered Claim, (C) an estimate of the cost to prosecute the Covered Claim, and (D) an estimate of the amount to be recovered under the Covered Claim. All information included within the notice shall be kept confidential pursuant to joint attorney client privilege. Seller shall have until the expiration of the notice period within which to inform Buyer in writing whether or not Seller elects to participate in the prosecution of the Covered Claim. In the event Seller fails to notify Buyer in a timely manner, Seller shall be conclusively deemed to have waived its right to participate in the Covered Claim.

(ii) **Counsel, Costs and Recovery.** In the event that Seller elects to participate in the Covered Claim, Buyer shall be primarily responsible for managing the prosecution of the Covered Claim; however, (A) the parties shall negotiate in good faith

regarding the selection of legal counsel and primary consultants for the Covered Claim, (B) Seller shall reimburse Buyer for 50% of the costs incurred in prosecuting the Covered Claim, (C) each party shall be entitled to 50% of any recovery under the Covered Claim (net of expenses), (D) Buyer shall not be obligated to indemnify Seller pursuant to **Section (f)**, below, and (E) Buyer shall not be liable for any Discovery Costs as required under **Section (g)**, below.

(iii) **Non-Participation.** In the event that Seller elects (or is deemed to have elected) not to participate in the Covered Claim, (A) Seller shall not be liable for any costs associated with the Covered Claim, (B) Seller shall not be entitled to any recovery under the Covered Claim, (C) Buyer shall indemnify Buyer pursuant to **Section (f)**, below, and (D) Buyer shall reimburse Seller for its Discovery Costs defined in, and pursuant to, **Section (g)**, below.

(iv) **Opt-Out.** In the event that Seller elects to participate in the Covered Claim pursuant to this **Section 9(e)**, Seller shall have the right to discontinue participation in the Covered Claim at any time by providing written notice of such election to Buyer (the "Opt-Out Notice"). Seller's election shall become effective upon Buyer's receipt of the Opt-Out Notice. In the event that Seller discontinues participation in the Covered Claim: (A) Seller shall remain responsible to reimburse Buyer for 50% of all costs incurred, including all work or services performed or to which the parties irrevocably committed for prosecution of the Covered Claim prior to Buyer's receipt of the Opt-Out Notice; (B) Seller shall be entitled to a percentage share of any recovery under the Covered Claim (net of expenses) equal to the portion of costs reimbursed by Seller pursuant to **Section 9(e)(ii)** measured against the total costs incurred by the parties in prosecuting the Covered Claim. [For example, if the total costs reimbursed by Seller pursuant to **Section 9(e)(ii)** are \$35,000, and the total costs of pursuing the Covered Claim by all parties are \$100,000, then Seller would be entitled to receive 35% (35,000 divided by 100,000) of any recovery under the Covered Claim (net of expenses).]; (C) Buyer shall not be obligated to indemnify Seller pursuant to **Section (f)**, below; and (D) Buyer shall not be liable for any Discovery Costs as required under **Section (g)**, below.

(j) Buyer agrees to hold harmless, protect, indemnify and defend (with counsel reasonably acceptable to Seller) Seller from and against any Claims, direct or indirect, on account of or in any way arising out of, related to, or in connection with Buyer's prosecution of any Cost Recovery Claim assigned by Seller to Buyer pursuant to this **Section 9** (including the defense of any counter, cross or third party Claims filed by any PRPs against Seller) consistent with **Section 6** of this **Exhibit 13**;

(k) Buyer agrees to reimburse Seller for the reasonable and necessary fees, costs and expenses incurred by Seller for outside legal counsel and outside consultants to respond to any discovery requests by Buyer, any PRPs or any other third parties arising out of, related to, or in connection with any Cost Recovery Claim assigned by Seller to Buyer pursuant to this **Section 9** and asserted by Buyer against PRPs ("Discovery Costs");

(l) Each party agrees to reimburse the other party for amounts owed under this **Section 9** within thirty (30) days of the receipt of demand for reimbursement. If payment is not received within forty-five (45) days of demand for reimbursement, late fees will accrue at the rate of .05% per day after the forty-five (45) day period until payment is received;

(i) Buyer and Seller agree to cooperate and, without material cost to Seller, to take all reasonable steps to effectuate the purpose and effectiveness of this assignment; and

(j) If and to the extent that Buyer fails to perform its defense and indemnity obligations under this Exhibit 13, the foregoing assignment of claims shall be null and void.

10. Fees, Taxes, and Fines.

Buyer shall pay, prior to delinquency, any and all fees, taxes (including excise taxes), and fines which are charged upon or incident to any responsibility of Buyer under this **Exhibit 13**, and shall not allow such obligations to become a lien or charge against or upon the Three Parcels or Seller.

11. Seller's Claims.

Nothing in this **Exhibit 13** shall be construed to prohibit or restrict Seller from pursuing any and all existing Claims against its insurance carriers relating to costs or damages incurred by Seller and arising, directly or indirectly, out of any Hazardous Materials at, on, or under the Three Parcels.

12. Survival of Covenants.

The provisions and obligations of **Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13** of this **Exhibit 13** shall survive Close of Escrow.

13. Priority.

This **Exhibit 13** shall be read consistent with all other provisions of the Option Agreement and the Purchase and Sale Agreement; however, in the event of any irreconcilable inconsistency between the provisions of this **Exhibit 13** concerning environmental matters and other provisions in the Option Agreement or Purchase and Sale Agreement, this **Exhibit 13** shall be given priority.

EXHIBIT HH

COMPLETION GUARANTY

THIS COMPLETION GUARANTY ("**Guaranty**") is made as of _____, 20____ ("**Implementation and Liability Measures Trigger Date**"), by _____, a _____ ("**Guarantor**"), and in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("**Seller**").

RECITALS

A. Pursuant to the terms of that certain Agreement for Purchase and Sale and Ground Lease of Real Property and Escrow Instructions by and between Oakland Harbor Partners, LLC, a California limited liability company ("**Buyer**") and Seller dated as of _____, 2010, (the "**Purchase and Sale Agreement**"), Seller has agreed to sell and ground lease certain real property described in the Purchase and Sale Agreement ("**Property**").

B. Pursuant to the provisions of **Section 7.5 of Exhibit 13** to the Purchase and Sale Agreement, Seller and Buyer have executed, and recorded in the Official Records of Alameda County, California, that certain Restrictive Covenant which encumbers the Property.

C. Pursuant to the provisions of the Oak Street to 9th Avenue District Exchange Act, Stats, 2004, Chapt. 542 as implemented by that certain Oak Street to 9th Avenue District Boundary Line and Exchange Agreement dated _____, 20____ by and between Seller, Buyer, and State ("**Exchange Agreement**"), Buyer has agreed to provide Seller with sufficient Liability Measures and Implementation Measures to ensure the Remediation of the Final Public Trust Parcels (Upland), which includes, among other things, this Guaranty.

D. Pursuant to the terms of Section 7.1 of Exhibit 13 to the Purchase and Sale Agreement, and also pursuant to the Exchange Agreement, Buyer has agreed to deliver this Guaranty to Seller upon the Implementation and Liability Measures Trigger Date pursuant to which Guarantor has agreed, all as more specifically set forth in this Guaranty, to guarantee the performance of the Guaranteed Obligations (defined in **Section 1**).

E. All capitalized terms used, but not defined in these Recitals or elsewhere in this Completion Guaranty shall have the meaning set forth in the Purchase and Sale Agreement or the Omnibus Definitions List attached thereto as **Appendix A** and incorporated therein ("**Omnibus Definitions List**"). In the event of a conflict between the definition of a defined term set forth in this Completion Guarantee and the definition of a defined term in the Purchase and Sale Agreement or the Omnibus Definitions List, the definition of such term set forth in the Purchase and Sale Agreement or the Omnibus Definitions List shall control.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor guarantees performance of the Guaranteed Obligations as provided in this Guaranty.

1. **Guaranty.** Guarantor hereby guarantees the performance by Buyer of Buyer's obligations to implement the Environmental Testing and Clean-Up for the Final Public Trust Parcels (Upland) required under the Approved Response Plan (the "**Guaranteed Obligations**"). Notwithstanding anything contained in this Guaranty to the contrary, in no event shall Guarantor's obligations or liabilities under this Guaranty exceed an amount equal to the Guaranty Amount, as such Guaranty Amount may be adjusted from time-to-time in accordance with the terms of the **Exhibit 13** to the Purchase and Sale Agreement.

2. **Duration of Guaranty.** This Guaranty shall become effective on the Implementation and Liability Measures Trigger Date and shall terminate on the earliest to occur of the following three events: (a) the date Guarantor has expended the Guaranty Amount (as the Guaranty Amount may be adjusted from time-to-time pursuant to **Exhibit 13** to the Purchase and Sale Agreement); (b) the date the City of Oakland accepts fee title to all of the Final Public Trust Parcels (Upland); or (c) the date the Approved Response Plan is fully implemented for the Final Public Trust Parcels (Upland). Upon termination of this Guaranty, Guarantor's obligations under this Guaranty shall be deemed satisfied and of no further force and effect.

3. **Obligations of Guarantor Upon Default by Buyer.** If Buyer fails to implement any part of the Approved Response Plan for the Final Public Trust Parcels (Upland) pursuant to any deadline imposed by DTSC, Guarantor shall, at Guarantor's sole cost and expense, from time-to-time, and promptly upon Seller's demand: (a) diligently proceed to complete the implementation of that portion of the Approved Response Plan for the Final Public Trust Parcels (Upland) required by DTSC; (b) fully pay and discharge all claims for labor performed and material and services furnished in connection therewith; and (c) release and discharge all claims of stop notices, mechanics' liens, materialman's liens and equitable liens that may arise in connection therewith.

4. **Remedies.** If Guarantor fails to promptly perform the Guaranteed Obligations, Seller shall have the following remedies set forth in this **Section 4**.

4.1 At Seller's option, and without any obligation to do so, Seller shall have the right to proceed to perform on behalf of Guarantor any or all of the Guaranteed Obligations and Guarantor shall, upon demand, from time-to-time, and whether or not required remediation pursuant to the Approved Response Plan is actually completed by Seller, pay to Seller within ten (10) days following receipt of demand for payment, all sums expended by Seller in performing the Guaranteed Obligations together with interest thereon at the legal rate.

4.2 From time-to-time and without first requiring performance by Buyer, Seller shall have the right to bring any action at law or in equity, or both, to compel Guarantor to perform the Guaranteed Obligations, and to collect in any such action compensation for all loss, cost, damage, injury, and expense sustained or incurred by Seller as a direct or indirect consequence of the failure of Guarantor to perform the Guaranteed Obligations, together with interest thereon at the legal rate.

4.3 All rights and remedies of Seller under this Guaranty are nonexclusive of, and in addition to, any other rights and remedies available to Seller at law or in equity. This Guaranty

shall not be released, modified, or affected by failure or delay on the part of Seller to enforce any of its rights and remedies under this Guaranty.

4.4 No notice of occurrence, existence, or continuance of any default by Buyer under the Guaranteed Obligations need be given to Guarantor. It is specifically agreed and understood that this Guaranty is a continuing guarantee under which Seller may proceed immediately against Buyer and/or against Guarantor following any default by Buyer under the Guaranteed Obligations, or for the enforcement of any rights which Seller may have against Buyer and/or Guarantor at law or in equity.

4.5 Seller shall have the right to proceed against Guarantor without first proceeding against Buyer and without previous notice to, or demand upon, either Buyer or Guarantor. Guarantor further assents, without the requirement or condition that notice of any kind or nature be given to Guarantor on account thereof, to (a) any failure to resort to or exhaust other rights, powers and remedies on the part of Seller, and (b) the acceptance by Seller of partial performance of the Guaranteed Obligations.

5. Rights of Seller. Guarantor authorizes Seller, without giving notice to Guarantor or obtaining Guarantor's consent and without affecting the liability of Guarantor, from time-to-time to: (a) approve modifications to the Approved Response Plan, including any changes to the schedule approved by DTSC; (b) modify the Purchase and Sale Agreement (including **Exhibit 13**), the Exchange Agreement, and/or the Restrictive Covenant; and (c) assign this Guaranty in whole or in part.

6. Guarantor's Waivers. In addition to the provisions of **Section 15**, Guarantor waives: (a) any defense based upon any legal disability or other defense of Buyer, any other guarantor or other person, or by reason of the cessation or limitation of the liability of Buyer from any cause other than full payment and performance of the Guaranteed Obligations; (b) any defense based upon any lack of authority of the officers, directors, partners, members, or agents acting or purporting to act on behalf of Buyer or any principal of Buyer or any defect in the formation of Buyer or any principal of Buyer; (c) any defense based upon Seller's failure to disclose to Guarantor any information concerning Buyer's financial condition or any other circumstances bearing on Buyer's ability to pay and perform the Guaranteed Obligations; (d) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal; (e) any defense based upon Seller's election, in any proceeding instituted under the Federal Bankruptcy Code, or the application of Section 1111(b)(2) of the Federal Bankruptcy Code or any successor statute; (f) any right of subrogation, any right to enforce any remedy which Seller may have against Buyer, and any right to participate in, or benefit from, any security now or hereafter held by Seller; (g) presentment, demand, protest and notice of any kind, including notice of acceptance of this Guaranty; and (h) the benefit of any statute of limitations affecting the liability of Guarantor hereunder or the enforcement of Guarantor's obligations under this Guaranty. Without limiting the generality of the foregoing or any other provision of this Guaranty, Guarantor further expressly waives, to the extent permitted by law, any and all rights and defenses, including, without limitation, any rights of subrogation, reimbursement, indemnification and contribution, which might otherwise be available to Guarantor under California Civil Code Sections 2787 to 2855, inclusive, 2899 and 3433. Finally, Guarantor

agrees that the performance of any act or any payment which tolls any statute of limitations applicable to the Guaranteed Obligations shall similarly operate to toll the statute of limitations applicable to Guarantor's obligations and liability under this Guaranty.

7. Guarantor's Warranties. Guarantor warrants and acknowledges that: (a) Seller would not enter into the Purchase and Sale Agreement but for this Guaranty; (b) Guarantor has reviewed all of the terms and provisions of the Purchase and Sale Agreement (including **Exhibit 13**) the Exchange Agreement, and the Approved Response Plan; (c) there are no conditions precedent to the effectiveness of this Guaranty; (d) Guarantor has established adequate means of obtaining from sources other than Seller, on a continuing basis, financial and other information pertaining to Buyer's financial condition, the Property, the Final Public Trust Parcels (Upland), the Approved Response Plan, the progress of remediation of the Final Public Trust Parcels (Upland), and the status of Buyer's performance of the Guaranteed Obligations, and Seller has made no representation to Guarantor as to any such matters; and (e) the most recent financial statements of Guarantor previously delivered to Seller prior to the Implementation and Liability Measures Trigger Date are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles consistently applied (or other principles acceptable to Seller), and fairly present the financial condition of Guarantor as of the respective dates of such financial statements, and no material adverse change has occurred in the financial condition of Guarantor since the respective dates of such financial statements.

8. Subordination. Following a claim under this Guaranty and until such time as Guarantor's obligations under this Guaranty shall be deemed satisfied and of no further force or effect as provided in **Section 2**, Guarantor shall subordinate all indebtedness owing by Buyer to Guarantor to the obligations owing by Buyer to Seller under the Guaranteed Obligations. Following a claim under this Guaranty, Guarantor agrees to make no claim for such indebtedness against Buyer and Guarantor shall be deemed to have assigned all such indebtedness to Seller, each until such time as Guarantor's obligations under this Guaranty shall be deemed satisfied and of no further force or effect as provided in **Section 2**.

9. Bankruptcy of Buyer. Until Guarantor's obligations under this Guaranty are deemed satisfied and of no further force or effect as provided in **Section 2**, in any bankruptcy or other proceeding including Buyer in which the filing of claims is required by law, Guarantor shall file all claims which Guarantor may have against Buyer relating to any indebtedness of Buyer to Guarantor and hereby assigns to Seller all rights of Guarantor thereunder. If Guarantor does not file any such claim, Seller, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor or, in Seller's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of Seller's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. Seller and its nominee shall have the right, exercising reasonable discretion, to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Seller the amount payable on such claim up to, but not exceeding, the remaining Guaranty Amount, and, to the full extent necessary for that purpose, Guarantor hereby assigns to Seller all of Guarantor's rights to any such payments or distributions; provided, however, Guarantor's obligations under this **Section 9** shall not be satisfied except to the extent that Seller receives cash by reason of any such payment or distribution. If Seller receive anything other than cash,

the same shall be held as collateral for amounts due under this Guaranty. If all or any portion of the Guaranteed Obligations are paid or performed, the obligations of Guarantor hereunder shall continue and shall remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from Seller as a preference, fraudulent transfer, or otherwise under the Bankruptcy Code or other similar laws, irrespective of (a) any notice of revocation given by Guarantor prior to such avoidance or recovery, or (b) full payment and performance of all of the Guaranteed Obligations.

10. Additional, Independent, and Unsecured Obligations. The obligations of Guarantor shall be in addition to and shall not limit or in any way affect the obligations of Guarantor under any other existing or future guaranties unless the other guaranties are expressly modified or revoked in writing. This Guaranty is independent of the obligations of Buyer under the Guaranteed Obligations. Seller may bring a separate action to enforce the provisions of this Guaranty against Guarantor (or any person that comprises Guarantor, if applicable) without taking action against Buyer or any other party or joining Buyer or any other party as a party to such action. Except as otherwise provided in this Guaranty, this Guaranty is not secured and shall not be deemed to be secured by any security instrument unless such security instrument expressly recites that it secures this Guaranty.

11. Attorneys' Fees, Enforcement. If any attorney is engaged by Seller to enforce or defend any provision of this Guaranty and/or the Guaranteed Obligations, or as a consequence of any default, breach, or failure of condition of the Guaranteed Obligations, with or without the filing of any legal action or proceeding, Guarantor shall pay to Seller, immediately upon demand all attorneys' fees and costs incurred by Seller in connection therewith, together with interest thereon from the date of such demand until paid at the legal rate.

12. Rules of Construction. The word "**Buyer**" as used in this Guaranty shall include both the named Buyer and any other person at any time assuming or otherwise becoming primarily liable for all or any part of the Guaranteed Obligations. If this Guaranty is executed by more than one person or entity, the term "Guarantor" shall include all such persons and entities. When the context so requires, all words used in the singular shall be deemed to have been used in the plural and vice versa. All headings appearing in this Guaranty are for convenience only and shall be disregarded in construing this Guaranty.

13. Financial Condition of Guarantor; Financial Statements; Credit Reports. Guarantor has not and will not, without the prior written consent of Seller, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein, other than in the ordinary course of Guarantor's business; provided, however, no such sale, lease, assignment, encumbrance, hypothecation, transfer, or disposal in the ordinary course of Guarantor's business shall: (a) adversely impact Guarantor's ability to perform and discharge its obligations under this Guaranty; and (b) result in Guarantor's net worth being less than Guarantor's net worth as of the Implementation and Liability Measures Trigger Date.

Within thirty (30) days following the request from Seller, Guarantor shall provide updated financial statements to Seller; provided, however, Guarantor shall not be obligated to do so more than twice in any twelve (12) month period, except in the event of a default of Guarantor under this Guaranty. Such financial statements shall be in the same form as the financial

statements of Guarantor previously delivered to Seller prior to the Implementation and Liability Measures Trigger Date and accepted by Seller. Each person obligated on this Guaranty hereby authorizes Seller to order and obtain, from a credit reporting agency of Seller's choice, a third party credit report on such person.

14. Governing Law. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of California, except to the extent preempted by federal laws. Guarantor and all persons in any manner obligated to Seller under this Guaranty consent to the jurisdiction of any federal or state court within the State of California having proper venue and also consent to service of process by any means authorized by California or federal law.

15. Enforceability. Guarantor hereby acknowledges that: (a) the obligations undertaken by Guarantor in this Guaranty are complex in nature; (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise after the Implementation and Liability Measures Trigger Date; (c) as part of Seller's consideration for accepting this Guaranty, Seller has specifically bargained for the waiver and relinquishment by Guarantor of all such defenses; and (d) Guarantor has had the opportunity to seek and receive legal advice from skilled legal counsel in Connection with this Guaranty. Given the statements in the preceding sentence, Guarantor does hereby represent and confirm to Seller that Guarantor is fully informed regarding, and that Guarantor does thoroughly understand: (i) the nature of all such possible defenses; (ii) the circumstances under which such defenses may arise; (iii) the benefits which such defenses might confer upon Guarantor; and (iv) the legal consequences to Guarantor of waiving such defenses. Guarantor acknowledges that Guarantor makes this Guaranty with the intent that this Guaranty and all of the informed waivers in this Guaranty shall each and all be fully enforceable by Seller, and that Seller is induced to accept this Guaranty in material reliance upon the presumed full enforceability of this Guaranty.

16. Arbitration.

(a) **DISPUTES SUBJECT TO ARBITRATION.** ONLY THOSE CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THIS GUARANTY THAT ARE SUBJECT TO ARBITRATION UNDER THE PURCHASE AND SALE AGREEMENT SHALL BE SETTLED BY NEUTRAL BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR TO BE HELD IN ACCORDANCE WITH THE RULES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS"), OR SUCCESSOR ORGANIZATION OR SIMILAR ORGANIZATION IF THERE IS NO SUCCESSOR ORGANIZATION, APPLICABLE TO THE DISPUTE IN QUESTION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATOR SHALL BE A LICENSED PRACTICING ATTORNEY IN CALIFORNIA WITH A MINIMUM OF TWENTY (20) YEARS' SUBSTANTIAL EXPERIENCE IN COMMERCIAL REAL ESTATE TRANSACTIONS SIMILAR TO THE TRANSACTIONS COVERED BY THE GUARANTEED OBLIGATIONS. HEARINGS SHALL BE HELD IN SAN FRANCISCO, CALIFORNIA, OR SUCH OTHER VENUE AS THE PARTIES MAY DETERMINE BY MUTUAL AGREEMENT.

(b) **DEMAND AND LIMITATIONS ON CLAIMS.** ANY DEMAND FOR ARBITRATION MUST BE MADE IN WRITING TO THE OTHER PARTY(IES) AND TO JAMS. IN NO EVENT SHALL ANY DEMAND FOR ARBITRATION BE MADE AFTER THE DATE THAT THE INSTITUTION OF LEGAL PROCEEDINGS BASED ON SUCH CLAIM, DISPUTE, OR OTHER MATTER WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS, SUBJECT TO ANY WAIVERS CONTAINED IN THIS GUARANTY.

(c) **PROVISIONAL REMEDIES.** THE PARTIES SHALL EACH HAVE THE RIGHT TO FILE WITH A COURT OF COMPETENT JURISDICTION AN APPLICATION FOR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF, WRIT OF ATTACHMENT, WRIT OF POSSESSION, TEMPORARY PROTECTIVE ORDER, AND/OR APPOINTMENT OF A RECEIVER, IF THE ARBITRATION AWARD TO WHICH THE APPLICANT MAY BE ENTITLED MAY BE RENDERED INEFFECTUAL IN THE ABSENCE OF SUCH RELIEF, OR IF THERE IS NOT OTHER ADEQUATE REMEDY. ANY SUCH APPLICATION SHALL NOT ACT AS A WAIVER OF A PARTY'S ARBITRATION RIGHTS HEREUNDER.

(d) **POWERS, DUTIES AND LIMITATIONS OF THE ARBITRATOR.** THE ARBITRATOR SHALL HAVE THE POWER TO GRANT SUCH LEGAL AND EQUITABLE REMEDIES AND AWARD SUCH DAMAGES AS MAY BE GRANTED OR AWARDED BY A JUDGE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, AND SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY IN ACCORDANCE WITH **SECTION 11**. THE ARBITRATOR SHALL PREPARE AND PROVIDE TO THE PARTIES A WRITTEN DECISION ON ALL MATTERS WHICH ARE THE SUBJECT OF THE ARBITRATION, INCLUDING FACTUAL FINDINGS AND THE REASONS WHICH FORM THE BASIS OF THE ARBITRATOR'S DECISION. THE ARBITRATOR SHALL NOT HAVE THE POWER TO COMMIT ERRORS OF LAW OR LEGAL REASONING AND THE AWARD MAY BE VACATED OR CORRECTED PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1286.2 OR 1286.6 FOR ANY SUCH ERROR. THE AWARD OF THE ARBITRATOR SHALL BE MAILED TO THE PARTIES NO LATER THAN THIRTY (30) DAYS AFTER THE CLOSE OF THE ARBITRATION HEARING. THE ARBITRATION PROCEEDINGS SHALL BE REPORTED BY A CERTIFIED SHORTHAND COURT REPORTER, AND WRITTEN TRANSCRIPTS OF THE PROCEEDINGS SHALL BE PREPARED AND MADE AVAILABLE TO THE PARTIES UPON ANY PARTY'S REQUEST.

(e) **DISCOVERY.** THE PARTIES SHALL HAVE THE RIGHT TO DISCOVERY IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 1283.05 AND 1283.1; PROVIDED, HOWEVER, THAT THE ARBITRATOR'S PERMISSION SHALL NOT BE REQUIRED TO TAKE A DISCOVERY DEPOSITION. ALL DISCOVERY DISPUTES SHALL BE RESOLVED BY THE ARBITRATOR.

(f) **COSTS AND FEES OF THE ARBITRATOR.** COSTS AND FEES OF THE ARBITRATOR SHALL BE BORNE BY THE NONPREVAILING PARTY UNLESS THE ARBITRATOR, FOR GOOD CAUSE, DETERMINES OTHERWISE.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE CERTAIN DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT CERTAIN DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Guarantor's Initials: _____ Seller's Initials: _____

17. Miscellaneous. The provisions of this Guaranty will bind and benefit the heirs, executors, administrators, legal representatives, nominees, successors and assigns of Guarantor, and Seller. The liability of each person or entity that executes this Guaranty as a Guarantor shall be joint and several. If any provision of this Guaranty shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that portion shall be deemed severed from this Guaranty and the remaining parts shall remain in full force as though the invalid, illegal or unenforceable portion had never been part of this Guaranty.

Executed and effective as of the Implementation and Liability Measures Trigger Date.

"GUARANTOR"

APPENDIX A
Omnibus Definitions List