

Staff Report 58

TRUSTEE:

City of Pittsburg

PROPOSED ACTIONS:

Consideration of an Amendment to an industrial lease that the City of Pittsburg issued to USS-UI, LLC, a Delaware limited liability company, successor to USS-POSCO Industries, a California Partnership, pursuant to Chapter 422, Statutes of 2011.

AREA, LAND TYPE, AND LOCATION:

Approximately 14 acres of legislatively granted Public Trust lands located in New York Slough, in the City of Pittsburg, Contra Costa County.

BACKGROUND AND PROPOSED AMENDMENT:

The City of Pittsburg (City) is a trustee of sovereign tide and submerged land granted by the Legislature pursuant to Chapter 422. This statute granted the City all tide and submerged lands within the City boundaries to hold and manage in trust subject to a series of conditions. Section 3, subdivision (j), of Chapter 422 states:

The trustee shall not authorize a capital outlay project, lease, or agreement for port industrial facilities, including, but not limited to, a marine terminal, pipeline, or other related energy facility, on the trust lands without first requesting and receiving the approval of the commission. Prior to approving a capital outlay project, lease, or agreement, the commission shall consult with other governmental agencies, and the commission shall not approve the project, lease, or agreement, unless the commission determines that the project is in, and for, the best interest of the people of the state and consistent with applicable provisions of law.

On September 1, 2022, the City submitted a proposed lease amendment to the Commission for approval (attached as Exhibit B).

In 2006 ([Item C17](#), December 2006), the Commission authorized the original lease, known as PRC 7643.1, to USS-POSCO for the operation and maintenance of an industrial wharf, levee, settling basin, and other facilities related to steel manufacturing. The lease is considered a general lease for industrial use. The lease term is for 25 years and expires on November 17, 2031. When Chapter 422 was enacted in 2011, the trust lands within the City's boundaries that the Commission previously managed, including Lease PRC 7643.1, were transferred to the City. The City now manages the lease consistent with its statutory trust grant.

The current lessee, USS-UI (formally USS-POSCO), owns property adjacent to the tidelands. The existing lease limits the offloading and processing activities to steel manufacturing. On September 19, 2022, the City Council adopted a resolution authorizing the City Manager to negotiate and submit to the Commission an amendment to lease PRC 7643.1. A draft amendment was provided as an exhibit to the City Council resolution. Commission and City staff have agreed to several changes to the draft agreement, as provided in Exhibit B.

The proposed lease amendment, including City and Commission staff's changes, do the following:

1. Broaden the scope of materials that can be offloaded and processed at the site. Specifically, the lease amendment authorizes the Lessee to use the premises to offload, store, process, transport, and handle all materials, not just those related to steel manufacturing, the fleeting of ships (generally defined here as the in-water storage of ships, barges, or similar vessels), and parking trailers or vehicles on land.
2. Authorize the City Manager to approve subleases provided that the Lessee submit certain information, such as the sublease terms, sublessee financial statements, operational structure, proposed uses, etc.; and provided that the City manager consider a non-exclusive list of factors before approval, such as the company's financial strength, reliability, expertise, and business reputation.
3. Authorize the Lessee to assign Lease PRC 7643.1 to an affiliate of the Lessee, as defined in the amendment, provided that the affiliate also acquires ownership use rights of the upland property.

The City reports that USS-UI has entered into a contract to sell certain property adjacent to the lease premises to HRP Pittsburg, LLC (Hilco), a Delaware Domestic

Limited-Liability Company. USS-UI will then assign their lease to Hilco, as in affiliate of USS-UI, and Hilco will sublease the premises to USS-UI. The proposed lease amendment does not allow the Lessee to change the authorized improvements without the City's consent.

The City requests that the Commission review and approve the lease amendment. Before approving the lease amendment, the Commission must consult with other governmental agencies, and the Commission may not approve the lease amendment unless the Commission determines that the project is in, and for, the best interest of the people of the State and consistent with the law.

STAFF ANALYSIS AND RECOMMENDATION:

AUTHORITY:

Section 3, subdivision (j), of Chapter 422 requires the Commission to consider and approve any capital outlay project, lease, or agreement for Port industrial facilities on lands granted to Pittsburg before the project, lease, or agreement becomes effective. The proposed amendment to existing Lease PRC 7643.1 is an agreement for Port industrial facilities.

PUBLIC TRUST AND STATE'S BEST INTERESTS ANALYSIS:

Commission staff consulted with the California Department of Fish and Wildlife, United States Army Corps of Engineers, and the San Francisco Bay Regional Water Quality Control Board. These agencies did not express any issues with the proposed lease amendment.

Based on the information provided by the City, the proposed lease amendment is consistent with applicable provisions of law and the uses in Chapter 422. The new Lessee and Sublessee will maintain the property's use for offloading and storing goods moved in maritime commerce, which benefits the regional and statewide economy. Staff believes the proposed amendment is in, and for, the best interests of the people of the State and consistent with Chapter 422 and the Public Trust.

OTHER PERTINENT INFORMATION:

1. Pursuant to the City's statutory grant, the City may lease the trust land, or any part of the trust lands for limited periods, not exceeding 49 years, for purposes consistent with the trust upon which those lands are held. The Trustee may collect and retain rents and other trust revenues from those leases and the lease rates shall be at fair market value.

2. In 2017, as required by Chapter 422, the Commission approved the [City's Trust Land Use Plan](#) ([Staff Report 74](#), June 2017).
3. This proposed action is consistent with the "Meeting Evolving Public Trust Needs" and "Committing to Collaborative Leadership" Strategic Focus Areas of the Commission's 2021–2025 Strategic Plan.
4. Staff recommends that the Commission find that this activity is exempt from the requirements of the California Environmental Quality Act (CEQA) as a categorically exempt project. The project is exempt under Class 1, Existing Facilities; California Code of Regulations, title 14, section 15301.

Authority: Public Resources Code section 21084 and California Code of Regulations, title 14, section 15300.

EXHIBITS:

- A. Site and Location Map
- B. Proposed Lease Amendment

RECOMMENDED ACTION:

It is recommended that the Commission:

CEQA FINDING:

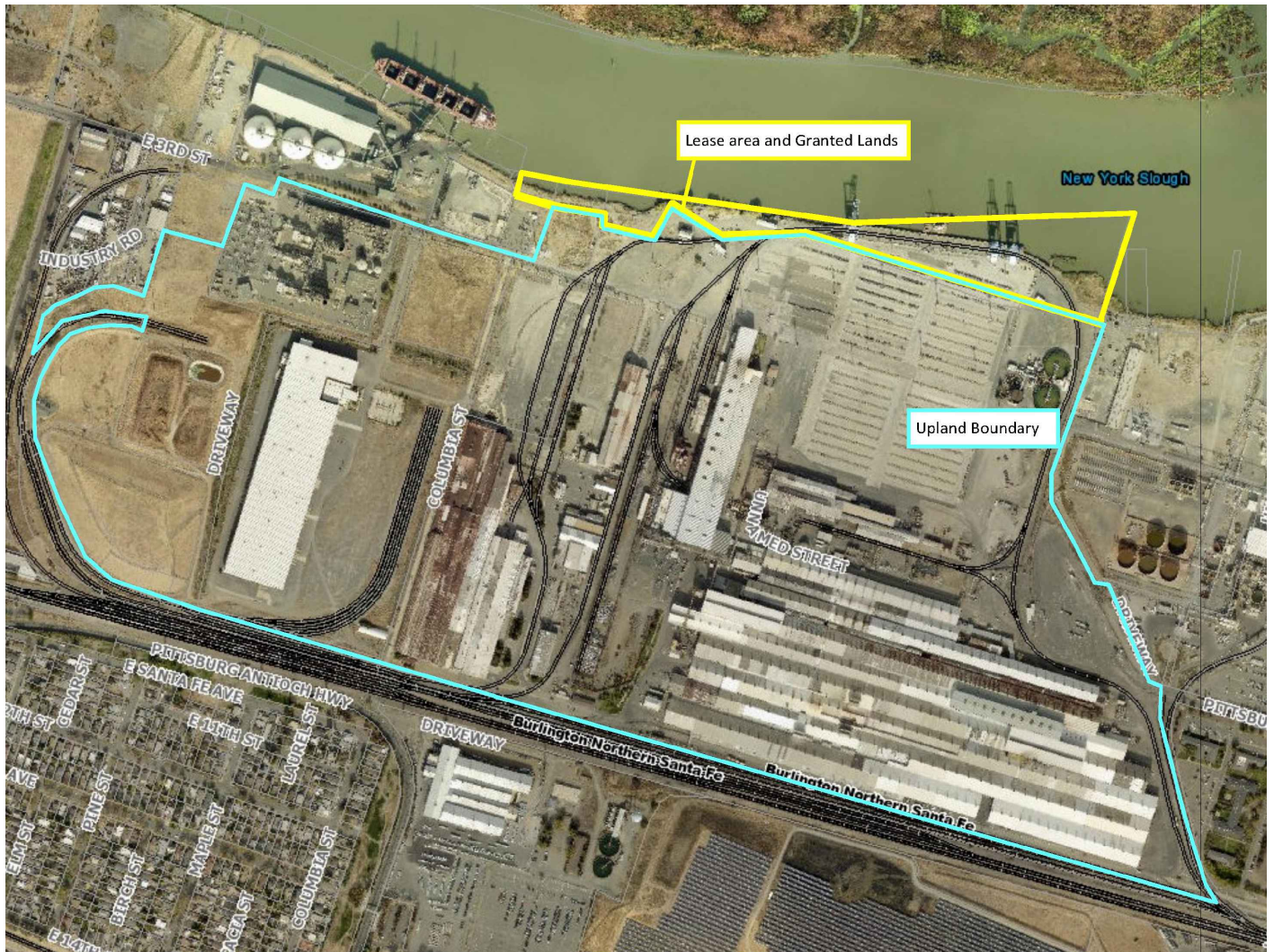
Find that the activity is exempt from the requirements of CEQA pursuant to California Code of Regulations, title 14, section 15061 as a categorically exempt project, Class 1, Existing Facilities; California Code of Regulations, title 14, section 15301.

AUTHORIZATION:

1. Find that the proposed lease amendment, in substantially the form of the draft provided in Exhibit B, and is in the best interest of the people of the State and is consistent with applicable provisions of law.
2. Approve the proposed lease amendment, in substantially the form of the draft provided in Exhibit B, between the City of Pittsburg and USS-UPI, LLC.

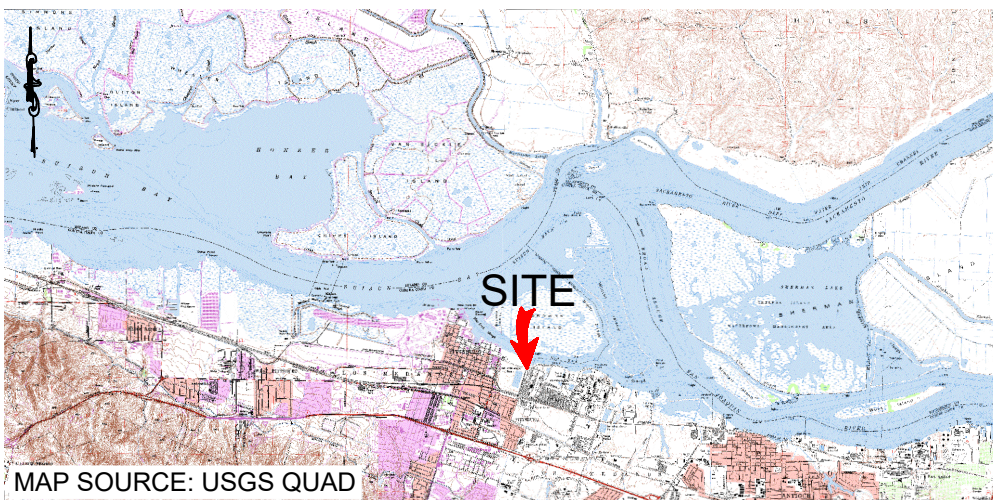
NO SCALE

SITE



NO SCALE

LOCATION



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.

EXHIBIT A

G 02-03

CITY OF PITTSBURG
CONSIDERATION OF AN
AMENDMENT TO A
GENERAL LEASE-
INDUSTRIAL USE
CONTRA COSTA COUNTY



TS 09/14/2022

AMENDMENT TO GENERAL LEASE – INDUSTRIAL USE

THIS AMENDMENT TO GENERAL LEASE – INDUSTRIAL USE (the “**Amendment**”) is entered into this ____ day of _____, 2022 by and between **The City of Pittsburg, a California municipal corporation** (the “**Lessor**”) and **USS-UPI, LLC, a Delaware limited liability company**, successor by conversion to USS-POSCO Industries, a California Partnership (“**USS-UPI**”).

RECITALS

A. The State of California, Acting by and through the California State Lands Commission (collectively, the “State Lands Commission”) and USS-UPI entered into that certain General Lease – Industrial Use, Lease No. PRC 7643.1, dated November 18, 2006 (the “**Lease**”), concerning certain real property located in the City of Pittsburg, Contra Costa County, State of California, as more particularly described on Exhibit “A” and depicted on Exhibit “A-1” to the Lease (the “**Lease Premises**”).

B. Pursuant to [Article 4 (commencing with Section 6361) of Chapter 4 of Part 1 of Division 6 of the Public Resources Code as amended by Chapter 422, Statutes of 2011]¹ all right, title and interest in and to the Lease Premises was subsequently vested in Lessor.

C. USS-UPI owns certain property adjacent to the Lease Premises legally described on Schedule 1 attached hereto (the “**Fee Property**”) which it currently is under contract to sell to HRP Pittsburg, LLC (“**Hilco**”).

D. In connection with the sale of the Fee Property to Hilco, USS-UPI desires to assign its rights under the lease (the “**Assignment**”) to Hilco, and Hilco desires to subsequently sublet the Premises to USS-UPI (the “**Sublease**”).

E. Hilco desires to have the ability to sublet the Premises to additional parties, with Lessor’s consent, so long as Hilco remains the Lessee under the Lease.

F. Lessor has agreed to consent to the Assignment, the Sublease, and certain other necessary modifications to the Lease, and to enter into this Amendment accordingly.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and the above recitals which are by this reference incorporated herein, the sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used in this Amendment and not otherwise defined shall have the meanings given to such terms in the Lease.²

¹ City to confirm/revise for the correct statutory reference.

² NTD: City to provide form of separate consent to assignment and sublease.
USA.605149285.9/TJ0

2. **Page 1.** The following language from the second paragraph of Page 1 of the Lease is hereby deleted in its entirety:

“, for the purpose of off-loading, storing and processing hot-rolled steel coils as more particularly described below”

3. **Use of Lease Premises.** The first sentence of subsection “A” of Section 2 of the Lease shall be deleted in its entirety and replaced with the following language:

“Lessee shall be permitted to use the Lease Premises during the term for offloading, storing, processing, transporting, and otherwise handling materials for owner(s) or other occupant(s) of any portion of the Fee Property, including, without limitation, the continued use by UPI of the Premises for the offloading, storing and processing of hot steel materials, and further including the fleeting of ships (generally defined herein as the in water storage of ships, barges, or similar vessels) and parking of trailers or vehicles on land. ~~Lessee shall notify the City, in writing, of all subleases entered into for use of the Premises, and~~ Such uses shall be subject to all federal, state, and local ordinances regulating the land use within the limits of the City of Pittsburg, as well as review under the California Environmental Quality Act (CEQA).”

4. **Performance Deposit.** The following language shall be and hereby is added after the last sentence of Section 10 of the Lease:

“At the discretion of Lessee, any obligation of, or undertaking made by, the Lessee in this Section 10, including without limitation those set forth in subsections (A)-(E) hereof, may be satisfied either directly by Lessee or by any sublessee (or such obligations or undertakings of the Lessee may be apportioned and prorated between or among the Lessee and any sublessee(s) to account for any shared uses of the Lease Premises as those parties may determine in their sole discretion).”

5. **Insurance Against Property Damage or Loss.** The following provision shall be added as subsection “D” of Section 11 of the Lease:

“At the discretion of Lessee, any obligation of, or undertaking made by, the Lessee in this Section 11, including without limitation those set forth in subsections (A)-(C) hereof, may be satisfied either directly by Lessee or by any sublessee (or such obligations or undertakings of the Lessee may be apportioned and prorated between or among the Lessee and any sublessee(s) to account for any shared uses of the Lease Premises as those parties may determine in their sole discretion).”

6. **Assignment and Subletting.**

a) The following shall be added at the end of subsection “A” of Section 15 of the Lease:

“Consent to subleases allowing for uses consistent with those described within Paragraph 2(A) of this Lease shall not be unreasonably withheld, and may be

approved by the City Manager, pursuant to the procedures in Paragraph 15(D) and (E), without the need for further approvals by City Council or the State of California, acting by and through the California State Lands Commission approval.”

a)b) The following language shall be and hereby is added after the last sentence of subsection “G” of Section 15 of the Lease:

“Provided, however, and notwithstanding anything herein to the contrary, no consent shall be required in the event Lessee transfers or assigns its ownership interest or use rights in only a portion of the adjoining lands owned by Lessee.”

b)c) The following provision shall be added as subsection “H” of Section 15 of the Lease:

“Notwithstanding anything herein to the contrary, no Lessor consent shall be required for ~~any of the following: (i) any subletting of the Lease Premises, or any portion thereof, by Lessee to any third party (provided that Lessee shall provide notice thereof to Lessor), (ii) any occupancy or other use of the Lease Premises, or any portion thereof, by any third party at the direction of Lessee provided, in either case, that Lessee remains primarily liable for compliance with the Lease (except as otherwise provided for herein to the contrary) and (iii)~~ any assignment of the Lease to an affiliate of Lessee, provided that such affiliate also acquires ownership or use rights with respect to any land adjoining the Lease Premises (which land is currently owned by Lessee) (provided that Lessee shall provide notice thereof to Lessor). For the purposes of this subsection ~~(iii)~~ only “affiliate” shall mean either (a) any entity controlling, controlled by or under common control with HRP Pittsburg, LLC or (b) any entity (i) that is directly or indirectly managed by (A) Hilco Redevelopment, LLC, or (B) an entity controlling, controlled by, or under common control with Hilco Redevelopment, LLC or (ii) that is directly or indirectly managed by US RE Company, LLC or in which US RE Company, LLC has any direct and/or indirect ownership interest.”

7. **Agent for Service of Process.** Subsection “A” of Section 24 of the Lease shall be and hereby is deleted in its entirety and replaced as follows:

A. Lessee’s agent for service of process is:

[

_____]]

7. **Agent for Service of Process.** Subsection “A” of Section 24 of the Lease shall be and hereby is deleted in its entirety and replaced as follows:

Lessee’s agent for service of process is:

[_____

_____]

8. **Continuous Use; Abandonment.** Section 31 of the Lease shall be and hereby is deleted in its entirety, provided that the deletion thereof shall not limit Lessee's other obligations with respect to the Lease Premises under the Lease.

9. **Notices.** The first sentence of Section 37 of the Lease shall be and hereby is deleted in its entirety and replaced as follows:

"Any notice required or permitted to be given to Lessee shall be in writing and shall be sent by U.S. Mail to [_____], with a copy to [_____], and until the expiration of the sublease to USS-UI, with a copy to: USS-UI, LLC at 900 Loveridge Road, Pittsburg, CA 94565, Attention: President, and with copy to: USS-UI, LLC, c/o United State Steel Corporation, 600 Grant Street, Suite 1844, Pittsburgh, PA 15219, Attn: Mark W. Furry, Assistant General Counsel Corporate; provided, however, that if Lessee shall give notice in writing to Lessor of any change in said address specified in such notice, then and in that event such notice shall be given to Lessee at the new address specified in such notice."

10. **Miscellaneous**

a) Except as expressly modified by this Amendment, the Lease and all terms and conditions thereof remain unmodified and in full force and effect.

b) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one document.

c) To the extent of any conflict between the Lease and this Amendment, the terms, conditions, and provisions of this Amendment shall control.

d) Handwritten signatures to this Amendment transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Amendment shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Amendment. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Amendment shall be legal and binding and shall have the same full force and effect as if originally signed.

d)e) “Section” and “Paragraph” are interchangeable terms in this Amendment.
Both refer to the numbered provisions of the Lease.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

LESSOR:

City of Pittsburg

By: _____

Name: _____

Title: _____

LESSEE:

USS-UPI, LLC

By: _____

Name: _____

Title: _____

This Amendment was authorized by the California State Lands Commission on

_____,
[date]

**ACKNOWLEDGEMENT
ON FOLLOWING PAGE**

ACKNOWLEDGEMENT

Schedule 1
Legal Description of Fee Property

Real property in the City of Pittsburg, County of Contra Costa, State of California, described as follows:

TRACT ONE:

PARCELS A, B, C, AND D, AS SHOWN ON PARCEL MAP MS-676-08, FILED DECEMBER 22, 2008 IN BOOK [203 OF PARCEL MAPS, PAGES 36-38](#), CONTRA COUNTY RECORDS.

EXCEPTING THEREFROM:

ALL MINERALS INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AS WELL AS METALLIC OR OTHER SOLID MINERALS AS CONTAINED IN THE DEED FROM SANTA FE LAND IMPROVEMENT COMPANY TO UNITED STATES STEEL CORPORATION, RECORDED SEPTEMBER 20, 1967 IN [BOOK 5457, PAGE 160](#), OFFICIAL RECORDS.

TRACT TWO:

PARCEL "A" IN "LOT LINE ADJUSTMENT LLA 99-01", RECORDED ON AUGUST 06, 1999 AS INSTRUMENT NO. [99-211099](#) OF OFFICIAL RECORDS, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF EAST THIRD STREET, AS DESCRIBED IN [BOOK 182 OF DEEDS, PAGE 26](#) OF THE RECORDS OF CONTRA COSTA COUNTY, NOW ABANDONED, BEING 40 FEET IN WIDTH, AT THE INTERSECTION WITH THE WEST LINE OF COLUMBIA STREET AS DESCRIBED IN [VOLUME 438 OF DEEDS, PAGE 275](#) OF CONTRA COSTA COUNTY RECORDS, SAID POINT BEING THE SAME AS THE NORTHEAST CORNER OF PARCEL "A" OF [VOLUME 12808 OF OFFICIAL RECORDS, PAGE 635](#) OF SAID COUNTY; THENCE NORTH 73° 15' 00" WEST ALONG THE SOUTH LINE OF EAST THIRD STREET, 460.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 73° 15' 00" WEST, 699.71 FEET; THENCE LEAVING SAID EAST THIRD STREET, SOUTH 16° 45' 00" WEST, 50.00 FEET; THENCE NORTH 73° 15' 00" WEST, 175.31 FEET; THENCE SOUTH 16° 45' 00" WEST, 557.00 FEET; THENCE SOUTH 73° 15' 00" EAST, 875.02 FEET; THENCE NORTH 16° 45' 00" EAST, 607.00 FEET TO THE TRUE POINT OF BEGINNING.

TRACT THREE:

PARCEL TWO OF THE "PARCEL MAP WAIVER FOR A LOT LINE ADJUSTMENT PMW 96-02", RECORDED ON APRIL 06, 1999 AS INSTRUMENT NO. [99-93226](#) OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

PORTION OF THE RANCHO LOS MEDANOS CONTAINING 9.09 ACRES, MORE OR LESS, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN PARAGRAPH "A" IN THE DEED FROM C.A. HOOPER & CO., ET AL., TO REDWOOD MANUFACTURERS COMPANY DATED OCTOBER 24, 1945, AND RECORDED MARCH 01, 1946 (FILE NO. [6561](#)), BEING AT THE INTERSECTION OF THE WEST LINE OF COLUMBIA STREET, AS DESCRIBED IN THE DEED FROM C.A. HOOPER & CO. TO COUNTY OF CONTRA COSTA, DATED MAY 05, 1923, AND RECORDED MAY 10, 1923 IN [VOLUME 438 OF OFFICIAL RECORDS, PAGE 275](#), WITH THE NORTH LINE OF THE 1.12 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM REDWOOD MANUFACTURERS COMPANY TO SACRAMENTO NORTHERN RAILROAD, DATED DECEMBER 27, 1929, AND RECORDED MARCH 28, 1930, IN [VOLUME 228 OF OFFICIAL RECORDS, PAGE 83](#); THENCE FROM SAID POINT OF BEGINNING NORTH 74° 33' 30" WEST, 1122.13 FEET; THENCE NORTH 15° 26' 30" EAST, 123.34 FEET; THENCE NORTH 72° 40' 22" WEST, 198.02 FEET; THENCE 106.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 145.00 FEET, THROUGH A CENTRAL ANGLE OF 42° 02' 59"; THENCE NORTH 30°

37' 23" WEST, 177.29 FEET; THENCE NORTH 43° 58' 43" WEST, 295.34 FEET; THENCE 55.86 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET WITH A CENTRAL ANGLE OF 22° 51' 44"; THENCE TANGENT NORTH 21° 06' 59" WEST, 88.27 FEET; THENCE 213.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 95.00 FEET THROUGH A CENTRAL ANGLE OF 128° 47' 02"; THENCE SOUTH 72° 19' 57" EAST, 738.14 FEET; THENCE 72.06 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 82° 36' 02"; THENCE SOUTH 10° 16' 05" WEST, 606.56 FEET; THENCE SOUTH 74° 33' 30" EAST, 972.86 FEET TO THE WEST LINE OF SAID COLUMBIA STREET AS PER SAID [VOLUME 438 OF OFFICIAL RECORDS, PAGE 275](#); THENCE SOUTH 16° 45' 00" WEST, 25.00 FEET TO THE POINT OF BEGINNING.

TRACT FOUR:

PARCEL ONE:

PARCEL 1 AS SHOWN ON "PARCEL MAP WAIVER FOR LOT LINE ADJUSTMENT PMW 14-01," RECORDED FEBRUARY 28, 2014 AS INSTRUMENT NO. [2014-0031379-00](#), CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF AREA 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY, LOT LINE ADJUSTMENT LL27-86, FILED APRIL 01, 1986, IN [BOOK 79 OF LICENSED SURVEYORS' MAPS, PAGE 19 \(79 LSM 19\)](#), IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF AREA 2 AS SHOWN ON SAID RECORD OF SURVEY ([79 LSM 19](#)), THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID AREA 2 NORTH 73° 26' 54" WEST 553.45 FEET TO THE EASTERLY LINE OF SAID AREA 1, BEING ALSO A POINT ON THE NORTHEASTERLY LINE OF SAID AREA 1, THENCE NORTHWESTERLY ALONG THE LAST SAID LINE NORTH 73° 26' 54" WEST 2298.12 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE ALONG AN EXISTING FENCE LINE THE FOLLOWING EIGHTEEN (18) COURSES 1) NORTH 87° 32' 39" WEST 180.64 FEET, 2) SOUTH 56° 24' 12" WEST 57.93 FEET, 3) SOUTH 19° 08' 33" WEST 24.68 FEET, 4) SOUTH 31° 58' 27" WEST 83.08 FEET, 5) SOUTH 17° 51' 27" WEST 303.40 FEET, 6) SOUTH 18° 16' 29" WEST 111.87 FEET, 7) NORTH 64° 22' 44" WEST 130.37 FEET, 8) SOUTH 16° 39' 44" WEST 569.94 FEET, 9) NORTH 73° 32' 38" WEST 437.03 FEET, 10) NORTH 85° 38' 44" WEST 26.79 FEET, 11) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE OF 77° 21' 21", AN ARC DISTANCE OF 47.25 FEET, 12) SOUTH 16° 59' 55" WEST 169.44 FEET, 13) SOUTH 23° 16' 38" WEST 90.26 FEET, 14) SOUTH 16° 27' 15" WEST 113.82 FEET, 15) SOUTH 12° 43' 47" WEST 77.81 FEET, 16) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 73° 54' 34", AN ARC DISTANCE OF 116.10 FEET, 17) SOUTH 61° 10' 47" EAST 226.24 FEET, 18) SOUTH 17° 07' 32" EAST 10.00 FEET TO NORTHEASTERLY RIGHT OF WAY LINE OF THE PITTSBURG-ANTIOCH HIGHWAY (60 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID MAP ([79 LSM 19](#)), THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 66° 04' 09" WEST 424.83 FEET TO THE SOUTHEASTERLY LINE OF PARCEL "A" (TRUCK BYPASS ROAD) AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO THE CITY OF PITTSBURG RECORDED OCTOBER 18, 1999, AS DOCUMENT NUMBER [1999-0273650-00 \(99-273650\)](#), CONTRA COSTA COUNTY RECORDS, THENCE ALONG SAID SOUTHEASTERLY LINE AND THE SOUTHEASTERLY LINE OF PARCEL "E" (CENTRAL PARK) AS SAID PARCEL IS DESCRIBED IN SAID GRANT DEED ([99-273650](#)) NORTH 23° 55' 25" EAST 28.87 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 68.00 FEET, FROM WHICH THE CENTER BEARS NORTH 21° 40' 42" EAST, THENCE CONTINUING NORTHEASTERLY, NORTHWESTERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF PARCEL "E" THE FOLLOWING SIX (6) COURSES 1) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94° 21' 22", AN ARC DISTANCE OF 111.98 FEET, 2) NORTH 17° 19' 20" EAST 429.79 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 48.00 FEET, FROM WHICH THE CENTER BEARS NORTH 72°

40' 41" WEST, 3) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 16' 26", AN ARC DISTANCE OF 75. 63 FEET, 4) NORTH 72° 57' 07" WEST 226 .81 FEET, 5) NORTH 16° 08' 46" EAST 272. 99 FEET, 6) NORTH 73° 09' 48" WEST 172 .77 FEET TO THE AFOREMENTIONED SOUTHEASTERLY LINE OF PARCEL "A" ([99-273650](#)), THENCE ALONG THE LAST SAID LINE THE FOLLOWING TWO (2) COURSES 1) NORTH 20° 08' 25" EAST 379. 66 FEET, 2) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 475. 00 FEET THROUGH A CENTRAL ANGLE OF 71 ° 49' 40", AN ARC DISTANCE OF 595. 47 FEET TO THE NORTHWESTERLY LINE OF SAID AREA 1, THENCE ALONG SAID NORTHWESTERLY LINE NORTH 17° 52' 06" EAST 32. 92 FEET TO THE AFOREMENTIONED NORTHEASTERLY LINE OF AREA 1, THENCE ALONG THE LAST SAID LINE SOUTH 73° 26' 54" EAST 1635. 98 FEET TO THE POINT OF BEGINNING

PARCEL TWO:

NON-EXCLUSIVE EASEMENT FOR UTILITIES, VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS AND MAINTENANCE OF ROADWAY, RECORDED MAY 08, 2018 AS INSTRUMENT NO. [2018-0072095-00](#), OFFICIAL RECORDS.

PARCEL THREE:

NON-EXCLUSIVE EASEMENT FOR UTILITIES, VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS AND MAINTENANCE OF ROADWAY, RECORDED MAY 21, 2018 AS INSTRUMENT NO. [2018-0079285-00](#), OFFICIAL RECORDS.

PARCEL FOUR:

THAT PORTION OF LAND SHOWN AS "DESIGNATED REMAINDER" ON THAT CERTAIN PARCEL MAP MS 676-18, FILED FOR RECORD MAY 07, 2013 IN [BOOK 213 OF MAPS, PAGES 49-50](#), CONTRA COSTA COUNTY RECORDS.

PARCEL FIVE:

A PORTION OF THE RANCHO LOS MEDANOS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF CREED SUBDIVISION NO. 2 AS SAID EASTERLY LINE IS LAID DOWN AND DELINEATED ON THAT CERTAIN MAP ENTITLED "CREED SUBDIVISION NO. 2", FILED IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY, ON SEPTEMBER 25, 1923, IN [VOLUME 18 OF MAP BOOKS, PAGES 425 AND 426](#), WITH THE NORTH LINE OF THE STATE HIGHWAY (60.0 FEET WIDE) EXTENDING FROM PITTSBURG TO ANTIOCH; THENCE SOUTH 66° 04' 09" EAST (ALL BEARINGS HEREIN GIVEN ARE BASED ON CALIFORNIA GRID SYSTEM, ZONE 3), 3836.83 FEET, ALONG SAID NORTH HIGHWAY LINE; THENCE NORTH 17° 51' 21" EAST, 675.13 FEET; THENCE NORTH 40° 16' 12" EAST, 752.02 FEET; THENCE NORTH 17°51' 21" EAST, 451.21 FEET; THENCE NORTH 12° 21' 21" EAST, 71.57 FEET; THENCE NORTH 0° 45' 21" EAST, 71.57 FEET; THENCE NORTH 6° 41' 39" WEST, 16.70 FEET; THENCE NORTH 18° 08' 39" WEST, 140.00 FEET; THENCE NORTH 42° 55' 45" WEST, 115.43 FEET, TO THE SOUTH LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RIGHT-OF-WAY (130.0 FEET WIDE); THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 73° 26' 54" EAST, 553.45 FEET TO THE WESTERLY LINE OF THE COUNTY ROAD PRESENTLY KNOWN AS LOVERIDGE ROAD (80 FEET WIDE); THENCE NORTH 19° 51' 54" EAST, 130.22 FEET TO THE NORTH LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RIGHT-OF-WAY (130.0 FEET WIDE); THENCE CONTINUING ALONG SAID COUNTY ROAD NORTH 19° 51' 54" EAST, 33.05 FEET TO THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM SACRAMENTO NORTHERN RAILWAY TO COLUMBIA STEEL COMPANY, RECORDED JANUARY 30, 1950, IN [BOOK 1498 OF OFFICIAL RECORDS, PAGE 292](#); THENCE NORTH 19° 51' 54" EAST, 747.67 FEET, ALONG SAID WEST LINE OF LOVERIDGE ROAD; THENCE LEAVING SAID WESTERLY LINE OF SAID LOVERIDGE ROAD NORTHWESTERLY ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 144.26 FEET, THROUGH A CENTRAL ANGLE OF 92° 00' 47", A DISTANCE OF 231.67 FEET, THE LONG CHORD OF WHICH BEARS NORTH 26° 08' 31" WEST, 207.57 FEET; THENCE TANGENT

NORTH 72° 08' 53" WEST, 620.70 FEET ALONG A LINE THAT IS PARALLEL TO AND 17.00 FEET SOUTHERLY AT A RIGHT ANGLE TO THE SOUTH LINE OF THE PITTSBURG WATERFRONT ROAD AS RECORDED IN [BOOK 434 OF OFFICIAL RECORDS AT PAGE 314](#) OF SAID COUNTY, TO THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED FROM UNITED STATES STEEL CORPORATION TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED DECEMBER 1, 1961, IN [BOOK 4006 OF OFFICIAL RECORDS OF SAID COUNTY AT PAGE 538](#); THENCE CONTINUING NORTH 72° 08' 53" WEST, 111.57 FEET TO A POINT ON THE WESTERLY LINE OF LAST SAID PARCEL (4006 OR 538); THENCE CONTINUING NORTH 72° 08' 53" WEST, 16.92 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE 50 FOOT RIGHT-OF-WAY CONVEYED BY C. A. HOOPER & CO., TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY DEED DATED MARCH 6, 1928 AND RECORDED IN [VOLUME 137 OF OFFICIAL RECORDS AT PAGE 42](#), RECORDS OF SAID COUNTY; THENCE SOUTH 17° 50' 09" WEST, 365.30 FEET; THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE RIGHT TANGENT TO LAST SAID COURSE AND HAVING A RADIUS OF 578.81 FEET, A DISTANCE OF 657.27 FEET TO A POINT, WHICH IS 65 FEET NORTHERLY MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S MAIN LINE RIGHT-OF-WAY; THENCE CONTINUING 106.10 FEET ALONG SAID WESTERLY RIGHT-OF-WAY (137 OR 42) AND SAID 578.81 FOOT RADIUS CURVE TO A POINT OF INTERSECTION ON THE SOUTHERN LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED RECORDED IN [BOOK 1498 OF OFFICIAL RECORDS, PAGE 292](#), OF SAID COUNTY; THENCE NORTH 73° 26' 54" WEST, 3191.55 FEET ALONG THE LAST SAID SOUTHERN LINE AND ITS EXTENSION TO THE EAST LINE OF THE 50 FOOT WIDE COUNTY ROAD KNOWN AS COLUMBIA STREET (ABANDONED) AS SAID ROAD IS DESCRIBED IN BOOK 438 OF OFFICIAL RECORDS, PAGE 275; THENCE SOUTH 17° 52' 06" WEST, 163.15 FEET, MORE OR LESS, ALONG SAID EAST LINE TO THE SOUTHERLY LINE OF THE MAIN LINE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RIGHT OF- WAY (130 FEET WIDE); THENCE SOUTH 17° 53' 06" WEST, 179.96 FEET TO THE NORTHWEST CORNER OF LOT ONE (1), BLOCK TWO HUNDRED TWELVE (212) AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP OF "CREED SUBDIVISION NO. 2, CITY OF PITTSBURG", FILED IN [VOLUME 18 OF MAP BOOK, AT PAGE 425 AND 426](#) OF SAID COUNTY; THENCE SOUTH 73° 27' 05" EAST, 107.76 FEET TO THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE SOUTH 20° 08' 25" WEST, 1474.06 FEET ALONG THE EASTERLY LINE OF SAID CREED SUBDIVISION NO. 2 AND ITS EXTENSION TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCEL FIVE:

A. THAT PORTION THEREOF DESCRIBED IN THE DEED FROM PIONEER RUBBER MILLS TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, DATED JUNE 18, 1928 AND RECORDED JULY 3, 1928, IN [VOLUME 144 OF OFFICIAL RECORDS, AT PAGE 56](#).

B. ALL THAT PORTION THEREOF LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO CONTRA COSTA COUNTY RECORDED SEPTEMBER 11, 1962, [BOOK 4199, PAGE 702](#), OFFICIAL RECORDS.

C. THE PARCEL OF LAND DESCRIBED IN THE DEED TO CONTRA COSTA COUNTY, RECORDED AUGUST 28, 1967, [BOOK 5442, PAGE 483](#), OFFICIAL RECORDS. D. ANY PORTION THEREOF LYING WITHIN THE PARCELS OF LAND DESCRIBED IN THE DEEDS TO THE COUNTY OF CONTRA COSTA RECORDED AUGUST 11, 1911, IN [BOOK 170 OF DEEDS, PAGE 45](#), AND RECORDED JUNE 7, 1912, BOOK 182 OF DEEDS, PAGE 26; RECORDED MAY 13, 1952, [BOOK 1931, PAGE 536](#), OFFICIAL RECORDS, RECORDED FEBRUARY 16, 1937, [BOOK 435, PAGE 213](#), OFFICIAL RECORDS; RECORDED AUGUST 14, 1944, [BOOK 795, PAGE 130](#), OFFICIAL RECORDS; AND RECORDED FEBRUARY 18, 1937, [BOOK 428, PAGE 266](#), OFFICIAL RECORDS. NOT EXCEPTING HOWEVER THOSE PORTIONS OF EAST THIRD STREET, PITTSBURG WATERFRONT ROAD, COLUMBIA AVENUE AND LOVERIDGE ROAD DESCRIBED IN THE RESOLUTION & ORDER OF ABANDONMENT RECORDED JANUARY 10, 1940, [BOOK 882, PAGE 9](#), OFFICIAL RECORDS (PORTION EAST THIRD STREET); RECORDED NOVEMBER 24, 1952, [BOOK 2030, PAGE 252](#), OFFICIAL RECORDS (PORTION LOVERIDGE ROAD); RECORDED DECEMBER 18, 1958, [BOOK 3285, PAGE 31](#), OFFICIAL RECORDS (PORTION EAST THIRD STREET AND PORTION COLUMBIA STREET); RECORDED SEPTEMBER 11, 1962, [BOOK 4199, PAGE 700](#), OFFICIAL RECORDS (PORTION

PITTSBURG WATERFRONT ROAD).

E. EXCEPTING ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH MAY BE IN THE NATURAL BEDS OF THE SAN JOAQUIN RIVER OR NEW YORK SLOUGH BELOW THE ELEVATION OF NATURAL ORDINARY HIGH TIDE.

F. ALSO EXCEPTING THEREFROM ALL THAT PORTION OF "AREA 1" AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED " LOT LINE ADJUSTMENT LL 27-86," FILED FOR RECORD APRIL 1, 1986 IN [BOOK 79, PAGE 19](#), CONTRA COSTA RECORDS.

G. ALSO EXCEPTING THEREFROM ALL THAT PORTION LYING SOUTH OF THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM SACRAMENTO NORTHERN RAILWAY TO COLUMBIA STEEL COMPANY, RECORDED JANUARY 30, 1950, IN [BOOK 1498 OF OFFICIAL RECORDS, PAGE 292](#).

TRACT FIVE:

PARCEL ONE:

THE "NEW PARCEL D", AS SHOWN IN THE "PARCEL MAP WAIVER FOR LOT LINE ADJUSTMENT PMW 07-06", RECORDED JANUARY 07, 2008 AS INSTRUMENT NO. [2008-3385](#) OF CONTRA COSTA COUNTY OFFICIAL RECORDS, AS FOLLOWS:

REAL PROPERTY IN THE CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA, BEING PARCEL 'D' AS DESCRIBED IN THE GRANT DEED TO USS-POSCO INDUSTRIES, A CALIFORNIA GENERAL PARTNERSHIP, RECORDED MARCH 31, 1986, IN [BOOK 12809 OF OFFICIAL RECORDS, PAGE 167](#), CONTRA COSTA COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 'D' LYING WESTERLY OF THE WEST LINE OF ABANDONED COLUMBIA STREET AND SOUTHERLY OF THE SOUTH LINE OF ABANDONED EAST THIRD STREET AS SAID STREETS ARE DESCRIBED IN THE RESOLUTION OF ABANDONMENT RECORDED DECEMBER 18, 1958, IN [BOOK 3285 OF OFFICIAL RECORDS, PAGE 31](#), CONTRA COSTA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF ABANDONED EAST THIRD STREET WITH THE WEST LINE OF ABANDONED COLUMBIA STREET AS SAID STREETS ARE DESCRIBED IN THE RESOLUTION OF ABANDONMENT RECORDED DECEMBER 18, 1958, IN [BOOK 3285 OF OFFICIAL RECORDS, PAGE 31](#), CONTRA COSTA COUNTY RECORDS; THENCE ALONG SAID WEST LINE SOUTH 16° 45' 00" WEST, 800.00 FEET; THENCE SOUTH 73° 15' 00" EAST, 465.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND DISTANT 465.00 FEET EASTERLY OF SAID WEST LINE, NORTH 16° 45' 00" EAST, 800.00 FEET TO A POINT ON THE EASTERLY PROLONGATION OF SAID SOUTH LINE OF ABANDONED EAST THIRD STREET; THENCE ALONG SAID EASTERLY PROLONGATION NORTH 73° 15' 00" WEST 465.00 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A RIGHT OF WAY GRANTED TO USS POSCO INDUSTRIES, IN THE INSTRUMENT RECORDED MARCH 31, 1986, [BOOK 12809, PAGE 167](#), OFFICIAL RECORDS, AS FOLLOWS:

"TOGETHER WITH A 10 FOOT WIDE EASEMENT FOR THE INSTALLMENT, REPAIR AND MAINTENANCE OF AN EXISTING 10" SANITARY SEWER LINE AND ASSOCIATED STRUCTURES, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF THE ATCHISON, TOPEKA AND SANTA FE

RAILWAY COMPANY 100 FOOT MAIN LINE RIGHT OF WAY FROM WHICH ITS INTERSECTION WITH THE CENTERLINE OF THAT CERTAIN COUNTY ROAD KNOWN AS LOVERIDGE ROAD AS DESCRIBED IN [BOOK 795 OF OFFICIAL RECORDS, PAGE 130](#) OF THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY BEARS SOUTH 73° 26' 54" EAST, 117.03 FEET, MORE OR LESS; THENCE FOLLOWING ALONG THE CENTERLINE OF AN EXISTING SANITARY SEWER LINE THE FOLLOWING COURSES AND DISTANCES:

- 1) SOUTH 17° 25' 40" WEST, 40.14 FEET TO AN EXISTING MANHOLE STRUCTURE; THENCE
- 2) SOUTH 69° 57' 54" EAST, 362.27 FEET; THENCE
- 3) SOUTH 80° 04' 22" EAST, 101.95 FEET; THENCE
- 4) SOUTH 73° 28' 47" EAST, 1286.85 FEET

TO THE WESTERLY LINE OF THE LANDS OF PACIFIC GAS AND ELECTRIC COMPANY AS DESCRIBED IN [BOOK 579 OF OFFICIAL RECORDS, PAGE 483](#) IN THE OFFICE OF THE RECORDER OF SAID COUNTY. THE SIDE LINES OF SAID 10 FOOT WIDE STRIP ARE TO BE SHORTENED OR LENGTHENED AS REQUIRED TO TERMINATE AT THE SOUTHERLY RIGHT OF WAY OF SAID ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY MAIN LINE AND SAID WESTERLY LINE OF THE PACIFIC GAS AND ELECTRIC PARCEL."

APNS: 073-030-013, AS TO TRACT TWO; 073-030-018, AS TO TRACT THREE; [073-030-020, PARCEL A, 073-030-021, PARCEL B, 073-030-022, PARCEL C AND 073-030-023, PARCEL D], AS TO TRACT ONE; 073-030-019 & 073-210-032, AS TO TRACT FIVE & PARCEL FIVE OF TRACT FOUR, 073-200-022, AS TO TRACT FOUR, PARCEL ONE AND 073-200-025, AS TO TRACT FOUR, PARCEL TWO
