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When Recorded Mail to:

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NAVAL AIR STATION ALAMEDA TITLE SETTLEMENT AND EXCHANGE AGREEMENT

This NAVAL AIR STATION ALAMEDA TITLE SETTLEMENT AND EXCHANGE AGREEMENT ("Agreement") is entered into this 18th day of February, 2014, by and between the STATE OF CALIFORNIA ("State"), acting by and through the STATE LANDS COMMISSION ("Commission"), and the CITY OF ALAMEDA ("City"), a charter city, pursuant to the Naval Air Station Alameda Public Trust Exchange Act, Chapter 734, Statutes of 2000, as amended by Chapter 429, Statutes of 2011, ("Exchange Act" or "Act"). The Commission and the City are each referred to herein as a "Party" and are referred to collectively as the "Parties."

RECITALS

A. This Agreement concerns real property located within and adjacent to the former Naval Air Station Alameda ("NAS Property"), as described in **Exhibit A** ("Legal Description of NAS Property") and shown for reference purposes only in **Exhibit B** ("Plat of NAS Property"). The NAS Property is the same property described as the "NAS Property" in the Exchange Act.

B. This Agreement authorizes an exchange of lands that will impress the public trust on certain lands within the NAS Property ("Trust Addition Lands"), described in **Exhibit C** ("Legal Description and Plat of Trust Addition Lands"), and will terminate the public trust in certain other lands within the NAS Property ("Trust Termination Lands"), described in **Exhibit D** ("Legal Description and Plat of Trust Termination Lands"). This Agreement also settles and establishes certain boundary lines within the NAS Property, and settles and confirms the character of certain lands within the NAS Property as subject to the public trust ("Agreed Trust Lands"), which lands are described in **Exhibit E** ("Legal Description and Plat of Agreed Trust Lands"), or as free of the public trust ("Agreed Non-Trust Lands"), which lands are described in **Exhibit F** ("Legal Description and Plat of Agreed Non-Trust Lands"). The Exchange Act

authorizes the land conveyances and boundary settlement implemented through this Agreement.

C. The conveyances authorized by this Agreement may occur in phases. The first phase will include the conveyance of the "Phase 1 Trust Addition Lands," which are illustrated for reference purposes in **Exhibit G** ("Illustrative Plat of Phase 1 Trust Addition Lands"), and the "Phase 1 Trust Termination Lands," which are illustrated for reference purposes in **Exhibit H** ("Illustrative Plat of Phase 1 Trust Termination Lands"). The remaining Trust Addition Lands and Trust Termination Lands may be conveyed in subsequent closings in accordance with the phasing provisions of this Agreement.

D. Upon its admission to the Union on September 9, 1850, the State of California, by virtue of its sovereignty, received in trust for purposes of commerce, navigation, fisheries, water-oriented recreation, and preservation in their natural state (the "public trust"), all right, title, and interest in tide and submerged lands (collectively "tidelands") within its boundaries up to the ordinary high water mark.

E. In 1913, the State granted to the City all of the State's sovereign right, title and interest in tidelands within the boundaries of the City in trust for purposes of commerce, navigation, and fisheries and subject to the terms and conditions specified in Chapter 348, Statutes of 1913. The 1913 statute, as subsequently amended, is referred to in this Agreement as the "Granting Act." The terms and conditions imposed on the grant of lands under the Granting Act are referred to herein as the "Granting Act trust." The Granting Act trust and the public trust are collectively referred to herein as the "Trust."

F. In 1917, the Granting Act was amended to authorize the transfer of some or all of the granted lands to the United States government. Beginning in 1930, the City transferred a portion of the granted lands to the United States Navy for purposes of constructing and operating what came to be known as the Naval Air Station Alameda. The Navy acquired certain other portions of the granted lands through condemnation. In furtherance of its plan for development of a naval air station, the Navy filled and reclaimed most of the tidelands acquired from the City. The Navy also acquired lands for NAS Alameda that were historically uplands. In addition, a portion of the NAS Property is comprised of granted lands that have remained under City ownership, a portion of which was formerly leased to the Navy.

G. In 1993, the Defense Base Closure and Realignment Commission recommended closure of the Naval Air Station Alameda under the Defense Base Closure and Realignment Act of 1990. NAS Alameda closed operationally in 1997 and a portion of the property that comprised the former NAS Alameda was declared surplus and made available for disposal.

H. The Secretary of the Navy recognized the Alameda Reuse and Redevelopment Authority ("ARRA"), a joint powers agency, as the local reuse authority ("LRA") for NAS Alameda under federal base closure law. In 1996, ARRA prepared and adopted the NAS Alameda Community Reuse Plan (as amended, "Reuse Plan") and thereafter applied for a No-Cost Economic Development Conveyance ("EDC") to acquire portions of NAS Property for development in accordance with the Reuse Plan, which was approved. ARRA and the Navy entered into a Memorandum of Agreement regarding the terms of a no-cost EDC in 2000, and in 2011 agreed to a term sheet for the amendment of that agreement. In 2012, ARRA assigned its rights and obligations under the Memorandum of Agreement and term sheet to the City, and the City became the federally recognized LRA for NAS Alameda.

I. The United States separately authorized a Public Benefit Conveyance to the City of an approximately 44-acre portion of the NAS Property ("PBC Parcel"), described in **Exhibit**

V (“Legal Description and Plat of PBC Parcel”). The PBC Parcel was transferred from the Navy to the Department of the Interior in 2009 and is expected to be conveyed to the City in the near future. The PBC Parcel comprises a portion of the Agreed Trust Lands. The deed from the United States to the City for the PBC Parcel contains restrictive covenants (“Federal Covenants”) which require, inter alia, that the PBC Parcel and the revenue derived therefrom be used in perpetuity for certain park and recreational purposes in accordance with a program approved by the Department of the Interior. The Federal Covenants also prohibit the City from disposing the property except to another eligible governmental agency approved by the Secretary of the Interior, and provide for a right of reverter in the federal government in the event of an uncured breach.

J. In recognition of the closure and proposed disposal of NAS Alameda, the California Legislature enacted the Exchange Act in 2000 to facilitate the productive reuse of the NAS Property and to promote economic development and enhance water-related recreational opportunities in a manner that will further the purposes of the Trust. The Exchange Act approved and authorized the Commission to carry out a public trust exchange resulting in a configuration of Trust lands substantially similar to that shown on the diagram of Section 11 of the Act, subject to the terms of the Act. The Exchange Act also amended the Granting Act to authorize transfers of granted lands within the NAS Property to ARRA and between ARRA and the City, and to allow ARRA to act as the public trust administrator for any granted lands held by ARRA.

K. The Exchange Act requires the Commission to establish appropriate procedures and conditions for an exchange, including procedures for ensuring that lands are not exchanged into the trust until any necessary hazardous materials remediation for those lands has been completed (as defined by the Exchange Act) and for completing the exchange in phases, and certain conditions relating to streets, other transportation facilities, and public access. The Exchange Act further requires that, before the Commission approves the exchange, it must make certain findings. This Agreement sets forth the procedures, terms and conditions governing the exchange and makes the required findings in accordance with the Exchange Act.

L. The State asserts that upon transfer of the NAS Property out of federal ownership, any former and existing tidelands or submerged lands on the NAS Property for which the Trust has not been extinguished are subject to the Trust. Lands within the NAS Property above the mean high tide line in its last natural location are historically uplands and are not subject to the Trust, but the precise location of that line is uncertain. Certain tidelands within the NAS Property that were authorized to be sold by the state Board of Tideland Commissioners statute and subsequently filled were freed of the Public Trust by application of the decision of the California Supreme Court in City of Berkeley v. Superior Court (1980) 26 Cal. 3d 515. The federal government further asserts that the Trust has been terminated on certain lands as a consequence of the federal government’s acquisition of those lands. The factual and legal issues relating to the character of the lands within the NAS Property, the validity of the state patents, and the boundary of lands subject to the Trust are therefore complex, and the true state of title to the NAS Property is uncertain. Without this Agreement between the City and Commission, settlement of the public trust boundary would require lengthy and costly litigation of uncertain result.

M. The history of acquisition and reclamation of the tidelands comprising the NAS Property has resulted in a public trust configuration that is both uncertain and ill-suited to the full realization of Trust purposes. Certain former tidelands directly adjacent to the waterfront or

otherwise of high value to the Trust, including the entire Inner Harbor waterfront within the NAS Property and much of the southeastern portion of the Property fronting on the Bay, may not be currently subject to the Trust. Other former tidelands on the NAS Property comprising portions of the interior of the former base are subject to the Trust but have been cut off from access to navigable waters and are no longer needed or required for the promotion of the Trust. Absent a trust exchange, substantial portions of the waterfront on the NAS Property having high value to the Trust would remain potentially free of the Trust and could be cut off from public access or otherwise used for purposes that interfere or are inconsistent with the Trust. At the same time, interior lands already cut off from the waterfront and no longer useful for Trust purposes would potentially be restricted to Trust-related uses that could prevent beneficial development.

N. The Trust Addition Lands consist of lands within the NAS Property that are critical to effectuating the purposes of the Trust, but are either not subject to the Trust or are lands in which Trust title is disputed. These lands have important open space, recreational, or public access values and include all of the Inner Harbor waterfront, open space lands on or adjacent to the property's southeastern waterfront, and a north-south pedestrian and bicycle access corridor on the easternmost boundary of the property linking the two waterfronts. Following the exchange authorized by this Agreement, the Property's entire waterfront will be subject to the Trust. This Agreement will also confirm the Agreed Trust Lands in the Trust. The Agreed Trust Lands include existing submerged lands; much of the western portions of the NAS Property; the seaplane lagoon and southeast waterfront; and the central north-south corridor described in section 4(g) of the Exchange Act ("Central Corridor"), which embraces the historic core of the former base.

O. The Central Corridor is configured in a manner that provides uninterrupted vehicular and pedestrian access between the northern and southern waterfronts and to the historic structures within the corridor. The street configuration and other proposed transportation facilities described in the Transportation Element of the Reuse Plan are designed to enhance public access to the waterfront and other Trust areas and are compatible with the Trust. The configuration of Trust lands following the exchange will provide substantial benefits to the Trust as compared to the existing configuration, including greater public access to waterfront lands, linkage between the NAS Property's northern and southern waterfronts, and increased opportunities for preservation of the historic Navy buildings contributing to the Naval Air Station Alameda Historic District.

P. The Trust Termination Lands consist of former tidelands located in the interior of the Property on either side of the Central Corridor. The former tidelands have all been filled and reclaimed and are cut off from the water. They were developed by the Navy for a variety of uses and contain numerous existing structures, including administrative buildings, hangars, industrial facilities, and housing, which are not trust-compatible or are not needed for any current or anticipated trust uses. The lands constitute a relatively small portion of the lands granted under the Granting Act and are no longer needed or required for the promotion of the Trust.

Q. The Commission has reviewed the proposed configuration of Trust lands following the exchange, as well as the Reuse Plan and other documents relevant to the exchange. The proposed exchange, when completed, will result in a public trust configuration that does not differ significantly from the configuration shown in Section 11 of the Exchange Act, will maximize the overall benefits to the Trust, and will not interfere with Trust uses or purposes.

R. The Parties have conducted independent studies and evaluations of the disputed title evidence, the principles of law, and the merits of their legal positions. The Commission has

reviewed an appraisal and other information prepared to analyze monetary values of the Trust Termination Lands and the Trust Addition Lands and has reached an independent conclusion regarding the economic values of these properties. The monetary value of land or interests in land to be received as Trust Addition Lands is equal to or greater than the monetary value of the Trust interests to be terminated in the Trust Termination Lands.

S. The portion of the NAS Property not retained by the federal government is expected to be conveyed by the federal government to the City in a series of conveyances over time as environmental remediation work and other actions required by federal law are completed. Accordingly, this Agreement contemplates that the conveyances called for hereunder may occur phased closings (each a "Closing Phase") as property is acquired from the federal government. The Parties have divided the portion of the NAS Property to be transferred into four areas (each a "Phase Area"), depicted for illustrative purposes in **Exhibit I** ("Illustrative Plat of Phase Areas"), corresponding to the anticipated Closing Phases based on the anticipated timing of acquisitions from the Navy. Each Closing Phase will effectuate the conveyance of all of the Trust Addition Lands and Trust Termination Lands lying within the boundaries of a Phase Area, as those boundaries may be modified by the Parties in accordance with this Agreement.

T. The purposes of this Agreement will be accomplished through the following recorded conveyances, subject to the phasing provisions, conditions of closing, and other terms and conditions of this Agreement:

1. The City will convey to the Commission by quitclaim deed the Trust Addition Lands.
2. The City will convey to the Commission by quitclaim deed the Trust Termination Lands;
3. After accepting the Trust Termination Lands from the City, the Commission will convey by patent to the City the Trust Termination Lands, free of the Trust; and
4. After accepting the Trust Addition Lands from the City, the Commission will convey by patent to the City, as trustee, the Trust Addition Lands, subject to the Trust.
5. The Agreed Trust Lands will be conveyed in the same manner as the Trust Addition Lands, and the Agreed Non-Trust Lands will be conveyed in the same manner as the Trust Termination Lands.

U. The City approved this Agreement through Resolution 14672 adopted by the City Council on May 8, 2012. The Commission approved this Agreement at its meeting of October 19, 2012.

AGREEMENT

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

1. The Establishment of the Trust in the Trust Addition Lands. The Trust shall be established in the Trust Addition Lands through the following conveyances and acceptances, in

accordance with and subject to the phasing procedures described in Section 3, the conditions of closing described in Section 30, and the other terms and conditions of this Agreement:

a. The City shall convey, remise, release, and forever quitclaim to the Commission the City's right, title, and interest in the Trust Addition Lands described in **Exhibit C**. The conveyance of Trust Addition Lands from the City to the Commission shall be by Quitclaim Deed in the form of **Exhibit J** ("Form of City Quitclaim Deed").

b. The Commission shall accept from the City the Trust Addition Lands, upon the terms set forth in its Certificate of Acceptance. The Certificate of Acceptance of Trust Addition Lands shall be in the form of **Exhibit K** ("Form of Commission Certificate of Acceptance for Trust Addition Lands").

c. The Commission shall convey, remise, release, and forever quitclaim, in trust, to the City all of the State's right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the Commission by the City) in the Trust Addition Lands. The conveyance of Trust Addition Lands from the Commission to the City shall be by Patent in the form of **Exhibit L** ("Form of Patent of Trust Addition Lands"), and shall be held by the City as sovereign lands subject to the Trust.

d. The City shall accept the conveyances from the Commission of the Trust Addition Lands upon the terms and conditions set forth in its Certificate of Acceptance. The Certificate of Acceptance shall be in the form of **Exhibit M** ("Form of City Certificate of Acceptance for Trust Addition Lands").

2. The Termination of the Trust in the Trust Termination Lands. The Trust shall be terminated in the Trust Termination Lands through the following conveyances and acceptances, in accordance with and subject to the phasing procedures described in Section 3 of this Agreement, the conditions of closing described in Section 30 of this Agreement, and the other terms and conditions of this Agreement:

a. The City shall convey, remise, release, and forever quitclaim to the Commission all of the City's right, title, and interest in the Trust Termination Lands described in **Exhibit D**. The conveyance of the Trust Termination Lands from the City to the Commission shall be by Quitclaim Deed in the form of **Exhibit J**.

b. The Commission shall accept from the City the Trust Termination Lands, upon the terms set forth in its Certificate of Acceptance. The Certificate of Acceptance of Trust Termination Lands shall be in the form of **Exhibit N** ("Form of Commission Certificate of Acceptance for Trust Termination Lands").

c. The Commission shall convey, remise, release, and forever quitclaim to the City all of the State's right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the Commission from the City) in the Trust Termination Lands. The conveyance of the Trust Termination Lands by the Commission to the City shall be by Patent in the form of **Exhibit O** ("Form of Patent for Trust Termination Lands"), and shall specifically release and terminate any Trust interest in said parcels.

d. The City shall accept the conveyances from the Commission of the Trust Termination Lands upon the terms and conditions set forth in its Certificate of Acceptance. The Certificate of Acceptance shall be in the form of **Exhibit P** ("Form of City Certificate of Acceptance for Trust Termination Lands.").

3. Closing Phases.

a. The conveyances described in Sections 1 and 2 above may be effectuated through one or more Closing Phases. The configuration of Trust Addition Lands and Trust Termination Lands conveyed at each Closing Phase shall substantially conform to the configuration shown in one or more of the Phase Areas depicted in **Exhibit I**, as that Exhibit may be modified in accordance with paragraph (c). Notwithstanding anything to the contrary in Section 1 or 2, the Parties shall be obligated to convey at each Closing Phase only those portions of the Trust Addition Lands and Trust Termination Lands that lie within the Phase Area(s) associated with that Closing Phase.

b. The Parties currently contemplate completing the conveyances in four Closing Phases. The first Closing Phase shall include substantially all of the Trust Addition Lands and Trust Termination Lands lying within "Phase 1" as depicted on **Exhibit I**. Unless **Exhibit I** is modified in accordance with paragraph (c), the lands conveyed in the first Closing Phase will be the Phase 1 Trust Addition Lands and the Phase 1 Trust Termination Lands as illustrated in **Exhibit G** and **Exhibit H**. Each of the remaining Closing Phases shall consist of substantially all of the Trust Addition Lands and Trust Termination Lands in one or more of the remaining Phase Areas depicted in **Exhibit I** and may proceed in any order.

c. A Closing Phase consisting of a configuration of Trust Termination Lands and Trust Addition Lands that does not substantially conform to the Phase Area boundaries in **Exhibit I**, as determined by the Executive Officer of the Commission ("Executive Officer") in the Executive Officer's sole discretion, may proceed if the Commission approves revised Phase Area boundaries conforming to the proposed Closing Phase and finds that, after each Closing Phase under the revised Phase Area boundaries, the cumulative lands or interests in lands that have been exchanged into the Public Trust will be configured in a way that furthers the purposes of the overall exchange. The revised Phase Area boundaries may increase or decrease the number of Phase Areas. Following approval by the Commission, the Phase Area boundaries in **Exhibit I** shall be deemed replaced by the revised Phase Area boundaries.

d. Closing Phases may occur concurrently.

e. Notwithstanding anything in this Agreement to the contrary, the Commission may exclude from the Exchange, or any Closing Phase, any portion of the Trust Addition Lands lying within the Main Street or Central Avenue rights of way (collectively, the "Main Street Lands") to the extent the Executive Officer of the Commission is not satisfied with the condition of title to the excluded lands, or may defer the inclusion of the lands in the Exchange until such time as the Executive Officer determines that title questions in the lands have been resolved to its satisfaction, provided that the exclusion of the lands will not affect the functionality of the remainder of the Main Street Lands as a public access corridor.

4. Boundary Settlement, Agreed Trust Lands, and Agreed Non-Trust Lands.

a. The Parties hereby agree to permanently fix and establish that certain boundary line ("Agreed Peralta Grant Boundary Line") described in **Exhibit Q** ("Legal Description and Plat of Agreed Ordinary High Tide Line"), as the boundary between lands having the character of historic uplands and lands having the character of historic tidelands within the NAS Property. The Parties further agree to permanently fix and establish that certain boundary line ("Agreed BTLC Boundary Line") described in **Exhibit R** ("Legal Description and Plat of Agreed BTLC Boundary"), as the boundary between lands within the NAS Property that were conveyed by the state Board of Tideland Commissioners pursuant to Chapter 388 of the Statutes of 1870 and filled prior to February 22, 1980, and lands within the NAS Property that were not so conveyed or filled.

b. The Parties agree that the lands within the NAS Property landward of the Agreed Peralta Grant Boundary Line are free of the Trust by virtue of having the character of historic uplands. The Parties further agree that the lands within the NAS Property between the Agreed Peralta Grant Boundary Line and the Agreed BTLC Boundary Line are free of the Trust by application of City of Berkeley v. Superior Court (1980) 26 Cal. 3d 515.

c. The Agreed Non-Trust Lands are certain lands situated landward of the Agreed Peralta Grant Boundary Line or between that line and the Agreed BTLC Boundary Line. The Commission hereby disclaims any right, title or interest of the State arising by virtue of its sovereignty or otherwise, including any Trust interest, in the Agreed Non-Trust Lands.

d. The Agreed Trust Lands are certain lands situated waterward of the Agreed Peralta Grant Boundary Line and outside of the Agreed BTLC Boundary Line. The City agrees that the Agreed Trust Lands, upon conveyance out of federal ownership, will be subject to the Trust, and agrees to hold those lands consistent with and subject to the Trust once the lands are acquired by the City.

e. The Parties shall reasonably cooperate in taking such additional actions as may be necessary to effectuate the intent of this Section. If requested by the Commission (with respect to the Agreed Trust Lands) or by the City (with respect to the Agreed Non-Trust Lands), such additional actions shall include, at the time of a Closing Phase, a conveyance from the City to the Commission, and from the Commission back to the City, in accordance with Section 1 (for Agreed Trust Lands) or Section 2 (for Agreed Non-Trust Lands), of all Agreed Trust Lands or Agreed Non-Trust Lands that are within the Phase Area associated with that Closing Phase and have been acquired from the Navy by the City prior to the closing date, provided all closing conditions have been met with respect to the lands. If any Agreed Trust Lands or Agreed Non-Trust Lands for which such conveyances have been requested are within the Phase Area of a Closing Phase but have not been acquired by the City prior to the Closing Phase, the Parties shall make the conveyances within a reasonable time following the transfer of ownership from the Navy to the City and the satisfaction of all applicable closing conditions.

f. Nothing in this Section is intended to limit the Parties' ability to modify the boundaries of the Trust Addition Lands or Trust Termination Lands in accordance with Section 5 and, to the extent the modified boundaries are shared with the Agreed Trust Lands or Agreed Non-Trust Lands, the boundaries of the Agreed Trust Lands or Agreed Non-Trust Lands shall be deemed modified accordingly.

g. The lands depicted in **Exhibit T** ("Illustrative Plat of Federally Retained Lands") are lands that, at present, are anticipated to be transferred by the Navy to the United States Fish and Wildlife Service or otherwise retained in federal ownership ("Federally Retained Lands"). The Parties acknowledge that the boundaries of such lands are not final and are subject to change. The Parties agree that if the City receives title to any of the Federally Retained Lands identified on **Exhibit T**, those lands shall be treated as Agreed Trust Lands for purposes of this Agreement.

h. The lands depicted in **Exhibit U** ("Illustrative Plat of Todd Shipyards Parcel") are the lands at issue in *City of Alameda v. Todd Shipyards Corporation* (N.D. Cal. 1986) 632 F.Supp. 333, reconsideration denied in part and granted in part by *City of Alameda v. Todd Shipyards Corporation* (N.D. Cal. 1986) 635 F.Supp. 1447 ("Todd Shipyards Parcel"). The Parties agree that if the City receives title to any portion of the Todd Shipyards Parcel, those lands shall be treated as Agreed Trust Lands for purposes of this Agreement.

5. Procedures for Parcel Boundary Adjustments. It is anticipated that a number of development approvals within the NAS Property, including the approval of detailed infrastructure plans, subdivision maps, and parcel maps, will be obtained after the effective date of this Agreement and, in some cases, after the relevant exchange phases have closed. The engineering and design information developed in connection with those approvals will assist in determining the precise location of land parcel boundaries and of project infrastructure. Accordingly, minor adjustments to the boundaries of the Trust Addition Lands or the Trust Termination Lands ("Parcel Boundary Adjustments"), as those boundaries are depicted in the exhibits to this Agreement, or as they may be described in deeds implementing this Agreement, may become necessary or desirable as more detailed site information is developed. A Parcel Boundary Adjustment shall proceed in accordance with the following procedures:

a. The City may request approval of the Parcel Boundary Adjustment from the Commission which approval shall not be unreasonably delayed or withheld, subject to the review standards set forth in Section 5(b). The City shall provide the Commission with any maps, legal descriptions, surveys, or other information necessary to review the proposed Parcel Boundary Adjustment.

b. The Commission may approve a Parcel Boundary Adjustment if it determines that the Parcel Boundary Adjustment, based on final legal descriptions, (1) would not constitute a material change in the parcel boundaries, or (2) would be a material change, but the Commission finds that proposed configuration of Trust Addition Lands would nevertheless be substantially similar to the configuration shown in section 11 of the Exchange Act and makes any other findings with respect to the proposed configuration that may be required by the Exchange Act.

c. Following Commission approval, the City and the Commission shall cooperate in the actions necessary to effectuate the Parcel Boundary Adjustment, including, as necessary, the preparation of legal descriptions, deeds, and revised exhibits to this Agreement, at the City's sole cost and expense. Upon written approval by the Commission and the City of revised exhibits reflecting the Parcel Boundary Adjustment approved by the Commission pursuant to this Section 5, the revised exhibits shall be deemed to replace the corresponding exhibits to this Agreement. If an approved Parcel Boundary Adjustment affects the boundary of

a parcel that was previously conveyed in a prior closing under this Agreement, the Commission and the City shall cooperate in undertaking any conveyances, boundary line adjustments, or other actions necessary to effectuate the Parcel Boundary Adjustment as to that property.

6. The PBC Parcel. The Parties agree that, upon the City's acceptance of the PBC Parcel from the United States, the Trust will attach to the PBC Parcel, subject to the encumbrances on title created by the Federal Covenants. The City agrees to manage, use and administer the PBC Parcel, and any revenues obtained therefrom, consistent with the Trust to the extent permitted by the Federal Covenants. The City may use the PBC Parcel and revenues derived therefrom for certain non-Trust uses to the extent necessary to comply with its obligations under the Federal Covenants. The City shall use good faith efforts to consult with Commission staff in its design of recreational facilities on the PBC Parcel for the purpose of maximizing the consistency of those facilities with the Trust, subject in all events to the City's superseding obligations under the Federal Covenants. Notwithstanding Section 4(e), unless and until the conveyance of the PBC Parcel to the Commission is no longer prohibited by the Federal Covenants, the City shall not be required to convey the PBC Parcel to the Commission for purposes of confirming the Trust thereon.

7. State Minerals Reservation. The Commission excepts from the conveyances of the Trust Addition Lands and Agreed Trust Lands made pursuant to this Agreement, and reserves unto the State, its successors and assigns, forever, all minerals and all mineral rights in the lands of every kind and character now known to exist or hereafter discovered in the lands hereafter conveyed to the City as Trust Addition Lands or Agreed Trust Lands pursuant to this Agreement. Such mineral rights shall include, but are not limited to, oil and gas rights, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State or to its successors and assignees, except that, this reservation shall not include the right of the State or its successors or assignees in connection with any mineral reservation, removal, or disposal activity, to do either of the following: (1) enter upon, use or damage the surface of the lands or interfere with the use of the surface by any grantee or by the grantee's successor, assignees or lessees; or (2) conduct any mining activities of any nature whatsoever above a plane located five hundred feet below the surface of the lands without the prior written permission of the City its successors or assignees.

8. Commission Findings. The Commission, effective upon execution and recordation of this Agreement makes the following findings as required by the Exchange Act and to comply with Article X, section 3 of the California Constitution:

a. The configuration of public trust lands upon completion of the exchange will not differ significantly from the configuration shown on the diagram in Section 11 of the Exchange Act and includes all lands within the NAS Property that are presently below mean high tide, excepting those portions of the NAS Property that are to be retained by the federal government.

b. The value of the lands to be exchanged into the Trust is equal to or greater than the value of the lands to be exchanged out of the Trust, as the exchange is finally configured and phased in this Agreement. Based on the Commission's consideration of the appraisals, legal analyses, and configuration of Trust Addition Lands and Trust Termination Lands within each Closing Phase, the Commission finds that, after each Closing Phase, the cumulative monetary

value of all of the lands or interests in that have been exchanged into the Trust will be equal to or greater than the cumulative monetary value of all of the lands or interests in lands that have been exchanged out of the Trust.

c. As the exchange is finally configured and phased, the lands to be taken out of the trust have been filled and reclaimed, are cut off from access to navigable waters, are no longer needed or required for the promotion of the public trust, and constitute a relatively small portion of the lands originally granted to the City, and the exchange will not result in substantial interference with trust uses and purposes.

d. The exchange will eliminate Trust title uncertainties affecting lands with critical value to the Trust, including all of the Inner Harbor waterfront and lands adjacent to the Property's southeastern waterfront. The exchange will bring the entire waterfront within the Trust, and will maintain or place in the Trust certain lands with important open space, recreational, and public access values.

e. This Agreement contains conditions to ensure that streets and other transportation facilities located on public trust lands are designed to be compatible with the public trust.

f. This Agreement contains conditions to ensure that the Central Corridor will function as a public access corridor.

g. This Agreement contains conditions to ensure that lands will not be exchanged into the trust until all necessary hazardous materials remediation for those lands has been completed, as that requirement is defined in Section 5(h) of the Exchange Act.

h. The City approved execution of an agreement substantially in the form of this Agreement through Resolution No. 14672 adopted by the City Council of the City of Alameda on May 8, 2012.

9. Additional Findings. The Commission, effective upon execution and recordation of this Agreement, makes the following additional findings:

a. The parties have a good faith and *bona fide* dispute as to their respective interests within the NAS Property. The Agreement is a compromise of the contested issues of law and evidence upon which the dispute is based, and is in lieu of the costs, delay, and uncertainties of title litigation, and is consistent with and authorized by the requirements of law.

b. There are title and boundary disputes over the NAS Property. Therefore, this Agreement is in settlement of a title and boundary problem and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code section 21080.11, the Subdivision Map Act pursuant to Government Code section 66412(e), and the California Coastal Act pursuant to Public Resources Code section 30416(c).

10. Acknowledgement of United States Warranties and Indemnities. The Parties acknowledge that, through the conveyances described in this Agreement, any and all warranties or indemnities provided by the United States pursuant to the Defense Authorization Act of 1993, Pub. L. 102-484 § 330(a)(1), Defense Base Realignment and Closure Act of 1990, Pub. L. 105-

510 § 2901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3), and pertaining to the release or threatened release of any hazardous substance, pollutant, contaminant, petroleum, or petroleum derivative resulting from Department of Defense activities, will, by operation of law, be transferred to the extent provided by applicable law, along with the conveyances of any lands subject to such warranties pursuant to this Agreement to the State, the City, and any other person or entity that acquires ownership or control of any of the lands conveyed under this Agreement or any portion thereof. The Parties acknowledge that the conveyances described in this Agreement do not cause the grantor to lose any warranty or indemnity provided by the United States.

11. Indemnification and Defense of Claims.

a. The City shall indemnify, defend and hold harmless the Commission, its officers, agencies, commissions, and employees from and against any and all claims, liability, losses, costs and expenses (collectively "Claims"), including third party Claims and Claims by any governmental agency, relating to any hazardous materials that, as of the date of close of escrow for a Closing Phase under this Agreement, are located at, on, over, under, or flowing through that portion of the Trust Addition Lands to be conveyed in the Closing Phase (collectively "Covered Trust Lands"), provided, however, the obligation to indemnify under this Section shall not apply to the extent that (a) the hazardous materials were present on the Covered Trust Lands during any period (prior to the Closing Phase) in which the State owned the fee in the Covered Trust Lands, or (b) the State or its agents released, generated, treated, stored, used, disposed of, deposited, abandoned or exacerbated the hazardous materials affecting the Covered Trust Lands. The City and the Commission agree that if the Commission is a named insured in a pollution liability insurance policy obtained by the City, the obligation to indemnify the Commission under this Section shall not become effective unless and until any proceeds from the policy are exhausted. The City and Commission further agree to reasonably cooperate to seek any and all available remedies against the United States in connection with the warranties and indemnities described in Section 10, and that the obligation to indemnify the Commission under this Section shall not become effective unless and until all such remedies have been exhausted. The obligation to indemnify under this Section shall terminate on January 1, 2040, except that with respect to any Closing Phase that closes on or after January 1, 2025, the obligation to indemnify shall terminate 15 years following the date of close of escrow on that Closing Phase; provided, however, that in either event, the obligation shall not terminate as to Claims asserted in an action filed prior to the termination date.

b. The Parties agree to use reasonable efforts to defend this Agreement, any deed, patent, agreement, or other instrument executed pursuant thereto, and any decision made by a Party to approve the foregoing, including the approval of any required findings related thereto, in any legal action challenging the validity or legality thereof. In any such action, the City shall reimburse the Commission for all reasonable costs incurred in connection with such action, including but not limited to reasonable staff time and attorneys fees incurred by the Commission, and including but not limited to any award of attorney fees made by a court of competent jurisdiction against the Commission, on such reasonable terms and conditions as the Parties may establish by separate agreement; provided, however, that the City's obligation to reimburse the Commission shall apply only to the extent that the Commission agrees to allow the City to lead the defense (including a defense to an action in which the City is not a party), reasonably cooperates therein, and does not take a position materially adverse to the City; and

provided further that the fee or expense (including any liability for an attorneys fees award) was incurred in connection with a claim that is part of the defense of the Commission and the City. Nothing in this section limits the discretion of the Commission, at its sole cost and expense, to conduct its own defense, take the lead in its own defense, or take a position materially adverse to the City.

12. Acceptance of Conveyances and Consent to Recording. By their execution of this Agreement, the parties each agree to accept the conveyance of rights, titles, and interests in land referred to in this Agreement and consent to the recording of this Agreement and other documents executed pursuant to this Agreement.

13. Effect of a Judicial Finding of Invalidity. Should a court of competent jurisdiction enter a judgment that becomes final, finding and declaring that this Agreement or any of the conveyances pursuant to it is invalid, and should that determination be upheld on final appeal (if one is filed), the parties hereto agree that the Agreement shall no longer be effective for any purpose, and that the parties shall re-convey to their respective grantors under this Agreement so as to return the parties to the positions they were in prior to the execution of this Agreement.

14. Non-Conforming Uses.

a. A number of buildings at NAS Alameda that were constructed during the period of federal ownership for non-Trust purposes are incapable of being devoted to public trust purposes during the remaining useful life of the buildings or structures. Under Section 6(b) of the Exchange Act, existing buildings or structures on public trust lands within the NAS Property that were constructed for non-Trust purposes during the period of federal ownership and are incapable of being devoted to public trust purposes ("Non-Trust Buildings") may be used for other purposes for the remaining useful life of those buildings or structures. Pursuant to the Exchange Act, the Parties hereby agree that each of the buildings set forth in **Exhibit S** ("List of Non-Trust Buildings") is a Non-Trust Building, and that the remaining useful life of each Non-Trust Building for purposes of Section 6(b) of the Exchange Act is as set forth in **Exhibit S**.

b. The buildings identified in **Exhibit S** are not intended to represent an exhaustive list of all Non-Trust Buildings within the NAS Property. The parties may from time to time, by mutual written agreement of the Executive Officer and a designated representative of the City, identify additional buildings as Non-Trust Buildings, establish the remaining useful lives of those buildings, and otherwise revise the information set forth in **Exhibit S**. Upon such written agreement, **Exhibit S** shall be deemed modified in accordance with the terms of such agreement.

c. Nothing in this Section or in **Exhibit S** is intended to limit the City's ability to comply with its obligations under the Federal Covenants in accordance with Section 6, including any obligations affecting the use of Non-Trust Buildings within the PBC Parcel beyond the remaining useful life established for those buildings in **Exhibit S**.

15. *This Section intentionally left blank.*

16. Transportation and Public Access.

a. In furtherance of Section 5(d)(1) of the Exchange Act, the City shall not construct or approve the construction of any new streets or other new transportation facilities located on public trust lands unless the streets or other transportation facilities are designed to be compatible with the Trust. The Parties agree that a street or other transportation facility that is constructed consistent with the Transportation Element of the Reuse Plan, attached as **Exhibit W**, would be compatible with the Trust and would satisfy the requirements of this paragraph.

b. In furtherance of Section 5(d)(2) of the Exchange Act, any transportation or public access plan for the NAS Property that is approved by the City and that encompasses the Central Corridor shall ensure that the Central Corridor remains open to the public and will function as a public access corridor. The Parties agree that a transportation or public access plan that is consistent with the Transportation Element of the Reuse Plan would ensure that the Central Corridor remains open to the public and will function as a public access corridor, and would satisfy the requirements of this paragraph.

17. 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 Agreement. The City covenants that it will retain any and all Trust Addition Lands and Agreed Trust Lands received from the Navy for the purpose of implementing this agreement and will not transfer fee title in those lands to any party other than the Commission.

18. Impacts of Sea Level Rise. The boundaries of the lands to be free of the Trust established pursuant to this Agreement and the conveyances made hereunder are intended to be fixed and not subject to change by erosion, accretion, reliction or submergence ("Inundation"), whether due to natural or artificial causes. However, if lands freed of the Trust become subject to Inundation that results in their being submerged or subject to the ebb and flow of the tide below the elevation of mean high water continuously for five years, they shall be subject to a Trust easement so long as such conditions exist. The Trust easement shall be under the trusteeship of the City. Nothing in this paragraph limits the rights of an owner of property subject to Inundation, including the City, to reclaim the property at any time and restore it to its prior condition. Nothing in this Agreement obligates the State or the City to protect or cause to be protected privately held uplands by any means, including, but not limited to, constructing or causing to be constructed any protective structures that benefit any privately held uplands. Furthermore, nothing in this Agreement shall impose on either the City or the State any liability to any future owners of property within the NAS Property for failure to provide protection against Inundation. Nothing in this Section is intended to limit (a) rights a Party may have under applicable law to take actions to preserve the boundaries established by this Agreement, including without limitation the rights of a Party to undertake measures to protect its property or to file an action within the applicable limitations period to preserve the title interests of such lands as established by this Agreement, or (b) rights the public has under applicable law to navigate, fish or otherwise use navigable waters on inundated lands, including but not limited to any rights arising under Bohn v. Albertson (1951) 107 Cal.App.2d 738 and People ex rel Baker v. Mack (1971) 19 Cal.App.3d 1040.

19. Execution Before a Notary Public. All signatures of the Parties and all deeds and other conveyances executed pursuant to this Agreement shall be acknowledged before a Notary .

Public and a certificate of acknowledgment 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.

20. Agreement for Compromise and Settlement. It is expressly understood by the parties that the provisions set forth in this Agreement have been agreed upon for purposes of compromising and settling the respective disputed interests of the parties in the Trust Addition Lands and Trust Termination Lands, respectively.

21. No Admission or Effect if Agreement Not Made Effective. In the event this Agreement does not become effective, 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 NAS Property.

22. No Effect on Other Lands. The provisions of this 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 NAS Property.

23. Agreement Binding on Successors.

a. All the terms, provisions, and condition of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the parties.

b. The Parties acknowledge that the City may in the future convey some or all of the NAS Property to ARRA, including, pursuant to Section 1(c) of the Granting Act, lands that are or may be subject to the Trust. Prior to any such conveyance, the City shall have made a written assignment to ARRA of the City's rights and obligations under this Agreement, insofar as those rights and obligations pertain to the property conveyed, and ARRA shall have accepted in writing such assignment.

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

25. No Effect on Other Government Jurisdiction. This Agreement has no effect whatsoever on the regulatory, environmental or other jurisdiction of any federal, state, local, or other government entity not a party to this Agreement.

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

27. Escrow for First Closing Phase.

a. The parties have agreed to open an escrow with First American Title Insurance Company ("Escrow Agent"). The parties shall submit mutually agreeable escrow instructions substantially in conformance with the escrow provisions contained herein as Paragraphs (b) and (c) to the Escrow Agent for the recording of this Agreement and its associated conveyances, together with any supplemental instructions necessary to effectuate the

intent of this Agreement as may be agreed to in writing by the Parties.

b. Commission shall deposit the following documents into escrow:

- (i) A certified copy of the Minute Item for Calendar Item No. C 94 of the Commission public hearing on October 19, 2012, showing the Commission's approval of this Agreement substantially in the form attached thereto and the Commission's authorization that this Agreement and the patents and certificates of acceptance be executed and delivered on the Commission's behalf.
- (ii) This Agreement duly and properly executed by the Commission.
- (iii) A written approval by the Commission of the condition of title to the Phase 1 Trust Addition Lands, as shown in *pro forma* title commitments in coverage amounts acceptable to Commission.
- (iv) A certificate of acceptance in the form attached hereto as **Exhibit N** accepting conveyance from the City of the Phase 1 Trust Termination Lands.
- (v) A certificate of acceptance in the form attached hereto as **Exhibit K** accepting conveyance from the City of the Phase 1 Trust Addition Lands.
- (vi) Patents substantially in the form attached hereto as **Exhibit O** ("Form of Commission Patent of Trust Termination Lands") and **Exhibit L** ("Form of Commission Patent of Trust Addition Lands") transferring the Commission's interests to the City in the Phase 1 Trust Termination Lands and the Phase 1 Trust Addition Lands, duly and properly executed by the Commission.

c. The City shall deposit the following documents into Escrow:

- (i) Certified copies of Resolution No. 14672 adopted by the Alameda City Council on May 8, 2012 approving this Agreement substantially in the form attached thereto and authorizing that it be executed on behalf of the City.
- (ii) This Agreement, duly and properly executed by City.
- (iii) A written approval by City of the condition of title to the Phase 1 Trust Termination Lands and the Phase 1 Trust Addition Lands as shown in *pro forma* title commitments in coverage amounts acceptable to the City.
- (iv) A certificate of acceptance in the form attached hereto as **Exhibit P** accepting conveyance from the Commission of the Phase 1 Trust

Termination Lands.

- (v) A certificate of acceptance in the form attached hereto as **Exhibit M** accepting conveyance from the Commission of the Phase 1 Trust Addition Lands.
- (vi) Quitclaim deeds to the Commission for the Phase 1 Trust Addition Lands and the Phase 1 Trust Termination Lands, substantially in the form attached hereto as **Exhibit J**, duly and properly executed by the City.

28. Initiation of Closing Phases. Each Closing Phase will be initiated by the City. The City shall initiate a Closing Phase by establishing an escrow with a title company agreed upon by the Parties and providing written notice to the Commission. The notice shall include legal descriptions for the lands to be conveyed in the Closing Phase, a list of all documents required to close escrow with required signatories indicated, and drafts of all deeds, instruments, certificates of acceptance, title commitments, and other documents that are required for the closing and are within the City's responsibility and control. The parties shall use commercially reasonable efforts to close within one hundred and twenty (120) days of receipt of the notice.

29. Legal Descriptions. The Parties shall reasonably cooperate to obtain mutually acceptable legal descriptions for the parcels subject to each Closing Phase. The City shall be responsible for preparing any additional survey work necessitated by any boundary modifications under Section 3(c) and Section 5. It is a condition precedent to a Party's obligation to close escrow for the conveyance or acceptance of real property by that Party that each other Party conveying or accepting the real property in the subsequent closing has agreed on the legal description for the real property and any related surveys.

30. Conditions Precedent to Closing.

a. Commission's Conditions Precedent. Each of the following is a condition precedent to the obligation of the Commission to close escrow for the conveyance of any Trust Addition Lands from the Commission to the City under this Agreement

i. The Commission shall have made a finding that one of the following has occurred with respect to the real property to be conveyed at the closing:

(1) All remedial action necessary to protect human health and the environment with respect to the hazardous substances on the land has been completed as determined in accordance with the Federal Facility Agreement for Alameda Naval Air Station between United States Environmental Protection Agency, the United States Department of the Navy, and the State, as that agreement may be amended from time to time, and the United States has provided a warranty in accordance with Section 9620(h)(3)(A) of Title 42 of the United States Code; or

(2) The United States has obtained a warranty deferral, approved by the Governor in accordance with Section 9620(h)(3)(C) of Title 42 of the United States Code, involving land for which the commission has determined to execute a certificate of

acceptance of title, and sufficient liability measures and implementation measures will be in place upon the completion of the exchange. Prior to the approval of a warranty deferral, the Commission conferred and consulted with the Governor and the Department of Toxic Substances Control, the regional water quality control board, or other appropriate state oversight agency with expertise in hazardous materials remediation, and is satisfied that the terms of the warranty deferral and underlying documents and agreements provide sufficient standards and financial assurances to ensure that the remediation of any affected trust lands will be completed in a manner consistent with the intended public trust use of these lands and in a reasonable period of time.

ii. The Commission, acting through its Executive Officer, shall have approved the condition of title and the form of title insurance to be issued by the title company, in the amount of coverage reasonably requested, which approval shall not be unreasonably withheld. With respect to the Main Street Lands, the Commission may require, as a condition of closing, that the City demonstrate to the Commission's satisfaction that it has insurable fee title to the lands free of any reversionary interests, and that the City obtain any quitclaim, quiet title judgment, title policy endorsement or other evidence of the City's title as the Commission may require.

iii. The Commission, acting through its Executive Officer, shall have approved the physical condition of the property, which approval shall not be unreasonably withheld.

iv. The Commission shall have approved the Record of Survey described in Section 31 of this Agreement.

b. City's Condition Precedent. It is a condition precedent to the City's obligation to close escrow for the conveyance of real property to the Commission under this Agreement that the City shall have acquired the fee title to all of the real property to be conveyed at the closing. Nothing in this Agreement shall be construed as creating an obligation on the part of the City to acquire or accept real property from any third party fee owners, including but not limited to the United States.

31. Records of Survey. Immediately following the close of escrow for each Closing Phase, the City shall record (or cause to be recorded) in the Office of the Recorder of the County of Alameda a record of survey, reviewed and approved by the Executive Officer of the Commission and based on field surveys, showing the boundaries of the Trust Addition Lands, Trust Termination Lands, Agreed Trust Lands and Agreed Non-Trust Lands conveyed in that Closing Phase. Each record of survey shall establish the physical location of boundaries and shall define same with sufficient controlling monuments appropriately placed. If any boundaries shown on a record of survey are later the subject of a Parcel Boundary Adjustment pursuant to Section 5 of this Agreement, the City shall place or cause to be placed monuments sufficient to establish the adjusted boundary, and shall file or cause to be filed in the Office of the Recorder of the County of Alameda a record of survey, reviewed and approved by the Executive Officer of the Commission, reflecting the Parcel Boundary Adjustment.

32. Judicial Confirmation of Validity of Settlement. The City may choose to submit the settlement embodied in this Agreement to a court of competent jurisdiction to confirm the validity of the settlement by court judgment pursuant to Code of Civil Procedure sections

760.010 through 764.080, inclusive. A complaint to do so shall be filed by the City within 180 days of recordation by the Escrow Agent of this Agreement pursuant to Paragraph 27. The Commission shall cooperate with the City in obtaining such a confirmatory judgment. Upon entry of a judgment confirming the validity of the settlement embodied in this Agreement, each party shall be deemed to have waived any right to appeal from such judgment.

33. Allocation of Costs and Expenses. The City shall pay the expenses and fees of the Escrow Agent, including those costs associated with document preparation and recordation of this Agreement, its deeds and patents, and any associated documents. The City shall also pay expenses and fees associated with any title insurance policy for those lands subject to the Public Trust as configured by this Agreement. 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 Agreement shall be borne by the party incurring the fee or expense.

34. Effective Date. This Agreement shall become effective only upon execution and recordation of this Agreement.

35. Agreement to Be Recorded by Set Date. If this Agreement is not recorded by December 31, 2014, it shall be null and void, unless the date for recording has been extended by the prior written agreement of the Parties.

36. Exhibits A through U. **Exhibit A** through **Exhibit W**, inclusive, are attached to this Agreement and are hereby incorporated by reference.

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

STATE OF CALIFORNIA
STATE LANDS COMMISSION

DATED: 2/10/14

By: Jennifer Lucchesi
Jennifer Lucchesi
Executive Officer

APPROVED AS TO FORM

DATED: 2/10/14

By: Joseph C. Rusconi
Joseph C. Rusconi
Deputy Attorney General

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Sacramento

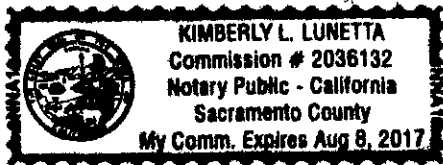
On Feb 11, 2014 before me, Kimberly L. Lunetta, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jennifer Lucchesi
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.



Place Notary Seal Above

Signature: Kimberly L. Lunetta
Signature of Notary Public

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: David Air Station ALARM TITLE SETTLEMENT

Document Date: Feb 10, 2014 Number of Pages: 23pp + 12pgs of exhibit

Signer(s) Other Than Named Above: Mary

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jennifer Lucchesi

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

Signer Is Representing: CA State

Trade Commission

Signer's Name: _____

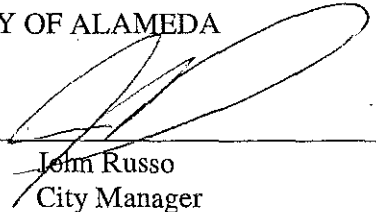
- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

DATED: 2/10/2014

CITY OF ALAMEDA

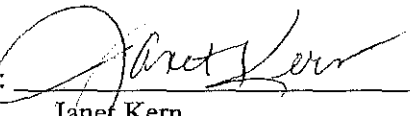
By: _____


John Russo
City Manager

Approved as to form:

DATED: 2/10/2014

By: _____


Janet Kern
City Attorney

California All-Purpose Acknowledgment

State of California

County of Alameda

s.s.

On 2/10/2014 before me, Lorraine Amaya, Notary Public
Name of Notary Public, Title

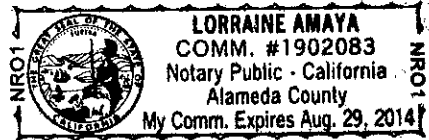
personally appeared John Russo
Name of Signer (1)

Name of Signer (2)

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 of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Naval Air Station

Alameda Title Settlement & Exchange Agreement

containing 23 pages & 122 pages of Exhibits pages, and dated 2/10/2014.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☒ Other:

representing: City Manager
City of Alameda

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 5 Entry # 7

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐

State of California

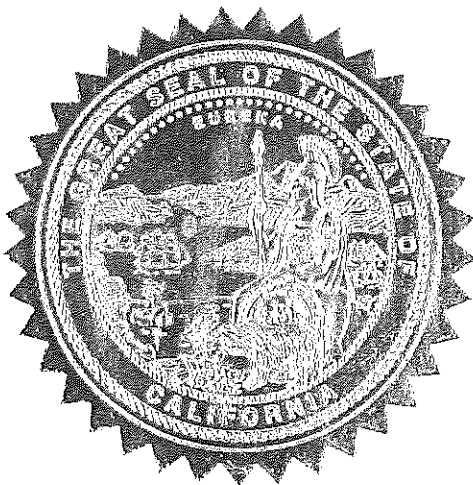
SECRETARY OF STATE

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That, Edmund G. Brown Jr. whose name appears on the annexed certificate, was on February 18, 2014, the duly qualified and acting Governor of the State of California.

That the seal affixed thereto is the seal of said State; that the signature thereon appears to be the signature of Edmund G. Brown Jr. and that the annexed certificate is in due form and by proper officer.

In Witness Whereof, I execute
this certificate and affix the
Great Seal of the State of
California this 20th
day of February 2014.



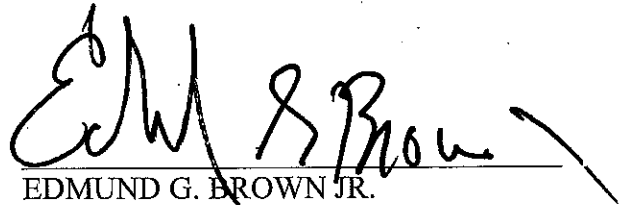
Debra Bowen

Secretary of State



K. L. C. T.

IN APPROVAL WHEREOF, I, EDMUND G. BROWN JR., 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 18th day of February, in the year of our Lord two thousand and fourteen.


EDMUND G. BROWN JR.
Governor, State of California

Attest:
SECRETARY OF STATE

By: _____
Debra Bowen
Secretary of State



LIST OF EXHIBITS

Exhibit A (“Legal Description of NAS Property”)

Exhibit B (“Plat of NAS Property”)

Exhibit C (“Legal Description and Plat of Trust Addition Lands”)

Exhibit D (“Legal Description and Plat of Trust Termination Lands”)

Exhibit E (“Legal Description and Plat of Agreed Trust Lands”)

Exhibit F (“Legal Description and Plat of Agreed Non-Trust Lands”)

Exhibit G (“Illustrative Plat of Phase 1 Trust Addition Lands”)

Exhibit H (“Illustrative Plat of Phase 1 Trust Termination Lands”)

Exhibit I (“Illustrative Plat of Phase Areas”)

Exhibit J (“Form of City Quitclaim Deed”)

Exhibit K (“Form of Commission’s Certificate of Acceptance for Trust Addition Lands”)

Exhibit L (“Form of Commission’s Patent for Trust Addition Lands”)

Exhibit M (“Form of City’s Certificate of Acceptance of Trust Addition Lands”)

Exhibit N (“Form of Commission’s Certificate of Acceptance for Trust Termination Lands”)

Exhibit O (“Form of Commission’s Patent for Trust Termination Lands”)

Exhibit P (“Form of City’s Certificate of Acceptance for Trust Termination Lands”)

Exhibit Q (“Legal Description and Plat of Agreed Ordinary High Tide Line”)

Exhibit R (“Legal Description and Plat of Agreed BTLC Boundary”)

Exhibit S (“List of Non-Trust Buildings”)

Exhibit T (“Illustrative Plat of Federally Retained Lands”)

Exhibit U (“Illustrative Plat of Todd Shipyards Parcel”)

Exhibit V (“Legal Description and Plat of PBC Parcel”)

Exhibit W (“NAS Alameda Community Reuse Plan, Transportation Element”)

EXHIBIT A

**EXHIBIT A
LAND DESCRIPTION**

W 25109/AD 617

NAS PROPERTY

Four parcels of land lying in the City and County of Alameda, State of California, being those lands as described in Section 3 of Chapter 734 of the Statutes of 2000, and more particularly described as follows:

PARCEL ONE

A parcel of land forming a portion of that area commonly known as Naval Air Station Alameda, also being Parcel One, as said Parcel One is shown and so designated on that certain Record of Survey No. 1816, filed June 6, 2003, in Book 28 of Records of Surveys at Page 14, in said Office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the United States Bulkhead Line, said point identified as Point "K" as said line and point are delineated and so designated upon that certain map entitled, "Harbor Line Survey, San Francisco Bay, 1910" Sheet No. 6 originally filed in the United States Engineer's Office, Customs House, San Francisco and currently on file in the public records of Alameda County, said Bulkhead Line also being the northerly boundary of those lands acquired by the United States of America from Central Pacific Railway Company, et al, as described in the Final Judgment of Civil Action No. 22463-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on January 11, 1944;

- 1) Thence southeasterly along said Bulkhead Line and said northerly boundary to a point on the westerly boundary of Parcel Two of those lands acquired by the War Department from the City of Alameda, California, by an Act, H.R. 12661 Public, No. 514-71st Congress approved July 3, 1930 (46 Stat. 857) and known as Benton Field as transferred from the War Department to the Navy Department by Executive Order No. 7467, dated October 7, 1936;
- 2) Thence northerly along the westerly boundary of said Parcel Two to the northerly boundary line of the City of Alameda;
- 3) Thence easterly along said boundary of the City of Alameda and the northerly boundary of said Parcel Two to the northeast corner of said Parcel Two and the easterly boundary of the lands conveyed by Todd Shipyards Corporation to the United States of America by quitclaim deed recorded June 27, 1995, at Series Number 95140151 Official Records of Alameda County;

- 4) Thence southerly along last said easterly boundary to the most northerly corner of that certain parcel of land described as Parcel One of the lands acquired by the United States of America from the Regents of the University of California, a Corporation, et al, as described in Final Judgment of Civil Action No. 21988-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on June 11, 1942, and the south line of Main Street;
- 5) Thence southerly along the easterly boundary of said Parcel One and said south line of Main Street and the westerly line of Main Street to the northeastern corner of the lands acquired by the United States of America from Louis M. MacDermot, et al, as described in Final Judgment of Civil Action No. 23109-g filed in the District Court of the United States in and for the Northern District of California, Southern Division December 12, 1944;
- 6) Thence continuing southerly along the western line of Main Street and the eastern boundary of the lands acquired by the United States of America as described in Final Judgment of Civil Action No. 23109-g to the intersection with the south line of Pacific Avenue;
- 7) Thence, leaving said western line of Main Street and continuing easterly along the eastern boundary of said lands acquired by the United States of America as described in Final Judgment of Civil Action No. 23109-g to a point 65.00 feet westerly of and measured at right angles from said eastern line of Main Street as shown on that certain map entitled, "Bay View Tract, Alameda, California" filed in Map Book 7 at page 33, Official Records of Alameda County;
- 8) Thence, running in a southerly direction along a line parallel with and 65.00 feet westerly of, and measured at right angles from said eastern line of Main Street and along the easterly boundary of said lands acquired by the United States of America as described in Final Judgment of Civil Action No. 23109-g to the northeasterly corner of Lot 12 of Section 10, Township 2 South, Range 4 West as shown on that certain Map No. 2 of Salt Marsh and Tide Lands Situate in the County of Alameda, in the State of California, dated 1871, G.F. Allardt, Engineer, prepared by order of the Board of Tide Land Commissioners;
- 9) Thence continuing southerly along the said easterly boundary of the lands acquired by the United States of America as described in Final Judgment of Civil Action No. 23109-g and the eastern line of said Lot 12 and Lot 21 of said Section 10 to the southeast corner of said Lot 21;

- 10) Thence, northwesterly along the south line of said Lot 21 and the south line of Lots 22, 23, 10, and 9 of said Section 10 and the south line of Lot 16 of Section 9 as shown on said Map No. 2 to the most westerly corner of said Lot 16, said point also being Corner No. 11 lying on the eastern boundary of the lands acquired by the War Department from the City of Alameda, California, by an act, H.R. 12661 Public, No. 514-71st Congress approved July 3, 1930 (46 stat. 857) and known as Benton Field as transferred from the War Department to the Navy Department by Executive Order No. 7467, dated October 7, 1936, and also being the eastern boundary of land depicted and described on the map and metes and bounds description entitled, "United States Naval Air Station Alameda, California," filed September 20, 1938, in Book 29 at Page 20 Official Records of Alameda County;
- 11) Thence, southwesterly along last said eastern boundary to Point No. 12 as shown on last said map and the boundary line between Alameda County and City and the City and County of San Francisco;
- 12) Thence, northwesterly along the western boundary of the lands acquired by the War Department from the City of Alameda, California by an Act, H.R. 12661 Public, No. 514-71st Congress approved July 3, 1930 (46 stat. 857) and known as Benton Field as transferred from the War Department to the Navy Department by Executive Order No. 7467, dated October 7, 1936, and the western boundary of the lands acquired by the United States of America from the City of Alameda by grant deed filed November 26, 1937, in Book 3583 at Page 1, official records of Alameda county, also being the boundary line between Alameda County and the City and County of San Francisco, to the southeasterly corner of the land acquired by the United States of America from the City and County of San Francisco as described in Final Judgment of Civil Action No. 35276 filed in the District Court of the United States in and for the Northern District of California, Southern Division September 10 1964;
- 13) Thence, westerly along the southern boundary of last said land acquired by the United States of America from the City and County of San Francisco to the western boundary of last said land, last said boundary also being on the United States Pierhead Line extending between Stations 161 and 159 as said line is shown on that certain map entitled "Department of the Army, Corps of Engineers, Office of the District Engineer, San Francisco, California, San Francisco Bay, California, Harbor Lines, Oakland-Alameda," dated February 13, 1948, Drawing No. 1-4-19;

- 14) Thence, northerly along said western boundary of the land acquired by the United States of America from the City and County of San Francisco as described in Final Judgment of Civil Action No. 35276 to the boundary line between Alameda County and City and the City and County of San Francisco and the western boundary of said lands acquired by the United States of America from the City of Alameda by grant deed filed November 26, 1937, in Book 3583 at Page 1, Official Records of Alameda County;
- 15) Thence, northerly along last said western boundary, also being the boundary line between Alameda County and City and the City and County of San Francisco, to a point on said United States Pierhead Line as said line is shown on that certain map entitled "Department of the Army, Corps of Engineers, Office of the District Engineer, San Francisco, California, San Francisco Bay, California, Harbor Lines, Oakland-Alameda," dated February 13, 1948, Drawing No. 1-4-19;
- 16) Thence, in a northeasterly direction along the western boundary of said lands acquired by the United States of America from the City of Alameda by grant deed filed November 26, 1937, in Book 3583 at page 1, official records of Alameda County and said United States Pierhead Line to the most western corner of said lands acquired by the United States of America from Central Pacific Railway Company, et al as described in the Final Judgment of Civil Action No. 22463-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on January 11, 1944;
- 17) Thence, northeasterly along the westerly line of said lands acquired by the United States of America from Central Pacific Railway Company, and along said United States Pierhead Line to a point on the United States Bulkhead Line as said line is delineated on that certain map entitled, "Harbor Line Survey San Francisco Bay, 1910" Sheet No. 6 originally filed in the United States Engineer's Office, Customs House, San Francisco and currently on file in the public records of Alameda County;
- 18) Thence, easterly along said Bulkhead Line and the northerly boundary of said lands acquired by the United States of America from Central Pacific Railway Company, to the Point of Beginning.

Excepting therefrom any portion of the above-described lands lying within the City and County of San Francisco.

PARCEL TWO

A parcel of land, forming a portion of that area commonly known as Naval Air Station Alameda, bounded on the south by the United States Bulkhead Line as shown on the map entitled, "Harbor Line Survey San Francisco Bay, 1910" Sheet No. 6 originally filed in the United States Engineer's Office, Customs House, San Francisco, and currently on file in the public records of Alameda County, said Bulkhead Line also being the northerly boundary of those lands acquired by the United States of America from Central Pacific Railway Company, et al as described in the Final Judgment of Civil Action No. 22463-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on January 11, 1944; on the east by the westerly boundary of those lands acquired by the War Department from the City of Alameda, California, by an act, H.R. 12661 Public, No. 514-71st Congress approved July 3, 1930 (46 stat. 857) and known as Benton Field as transferred from the War Department to the Navy Department by Executive Order No. 7467, dated October 7, 1936; on the north by the northerly boundary of the City of Alameda, and on the west by the northeasterly prolongation of the westerly boundary of those lands acquired by the United States of America from Central Pacific Railway Company, et al as described in the Final Judgment of Civil Action No. 22463-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on January 11, 1944, said westerly boundary also being the United States Pierhead Line as shown on that certain map entitled "Department of Army, Corps of Engineers, Office of the District Engineer, San Francisco, California, San Francisco Bay, California Harbor Lines, Oakland-Alameda," dated February 13, 1948, Drawing No. 1-4-19 to the intersection of said prolongation with the northerly boundary of the City of Alameda.

PARCEL THREE

The lands, forming a portion of that area commonly known as Naval Air Station Alameda, described in the lease between the City of Alameda and the United States of America and filed with the Department of the Navy at Document Number NOY(R)-54077.

PARCEL FOUR

A parcel of land described as follows:

Beginning at the NE corner of Lot 12 of Section 10, T2S, R4W, as shown on that Certain Map No. 2 of Salt Marsh and Tide Lands situate in the County of Alameda, State of California, Dated 1871, G.F. Allardt, Engineer, prepared by order of the Board of Tide Land Commissioners;

- 1) Thence, northerly along the northerly prolongation of the easterly line of said Lot 12, North 01°05'59" East 117.75 feet to the easterly right-of-way line of Central Avenue;

- 2) Thence, northerly along the easterly right-of-way line of Central Avenue and the northerly prolongation the following two (2) courses:
 - a) Along a non-tangent 646.34 foot radius curve to the right from which the center of said curve bears North $67^{\circ}33'12''$ East, through a central angle of $25^{\circ}35'12''$, an arc distance of 288.64 feet, and
 - b) North $03^{\circ}08'24''$ East 552.52 feet to the northerly right-of-way line of Pacific Avenue;
- 3) Thence, westerly along said northerly right-of-way line of Pacific Avenue North $86^{\circ}51'36''$ West 80.00 feet to the easterly right-of-way line of Main Street;
- 4) Thence, northerly along said easterly right-of-way line of Main Street the following five (5) courses:
 - a) North $03^{\circ}08'24''$ East 753.35 feet,
 - b) North $03^{\circ}29'37''$ West 212.53 feet,
 - c) North $11^{\circ}23'41''$ West 48.81 feet,
 - d) North $00^{\circ}33'45''$ East 126.62 feet,
 - e) Along a tangent 20.00 foot radius curve to the right, through a central angle of $90^{\circ}00'00''$, an arc distance of 31.42 feet to the southerly right-of-way line of Atlantic Avenue;
- 5) Thence, easterly along said southerly right-of-way line of Atlantic Avenue South $89^{\circ}26'15''$ East 80.00 feet to the southerly prolongation of the easterly line of the Southern Pacific Railroad right of way;
- 6) Thence, northerly along said southerly prolongation and said easterly line of the Southern Pacific Railroad right-of-way and the northerly prolongation thereof North $00^{\circ}33'45''$ East 2,586.09 feet to the southerly right-of-way line of Singleton Avenue;
- 7) Thence, westerly along said southerly right-of-way line of Singleton Avenue the following two (2) courses:
 - a) Along a non-tangent 160.00 foot radius curve to the left from which the center of said curve bears South $00^{\circ}18'23''$ West, through a central angle of $21^{\circ}00'38''$, an arc distance of 58.67 feet, and

- b) South 69°17'45" West 87.85 feet to a point on the easterly right-of-way line of said Main Street;
- 8) Thence, northerly and westerly along said easterly right-of-way line of Main Street the following two (2) courses:
- a) North 27°41'15" West 759.54 feet, and
 - b) Along a tangent 780.00 foot radius curve to the left, through a central angle of 47°30'40", an arc distance of 646.80 feet to the easterly boundary of said lands acquired by the United States of America from Central Pacific Railway Company, et al as described in the Final Judgment of Civil Action No. 22463-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on January 11, 1944;
- 9) Thence, southerly along last said easterly boundary South 01°05'59" West 82.63 feet to the most northerly corner of that certain parcel of land described as Parcel 1 of the lands acquired by the United States of America from the Regents of the University of California, a Corporation, et al as described in Final Judgment of Civil Action No. 21988-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on June 11, 1942 and the south line of Main Street;
- 10) Thence, southerly along the easterly boundary of said Parcel 1 and said south line of Main Street and westerly line of Main Street the following four (4) courses:
- a) Along a non-tangent 700.00 foot radius curve to the right from which the center of said curve bears South 16°24'13" West, through a central angle of 45°54'32", an arc distance of 560.88 feet,
 - b) South 27°41'15" East 580.60 feet,
 - c) Along a tangent 960.00 foot radius curve to the right, through a central angle of 28°15'00", an arc distance of 473.33 feet, and
 - d) South 00°33'45" West 2,134.61 feet to the northeastern corner of the lands acquired by the United States of America from Louis M. MacDermot, et al as described in Final Judgment of Civil Action No. 23109-g filed in the District Court of the United States in and for the Northern District of California, Southern Division December 12, 1944;

11) Thence, continuing southerly along the western line of Main Street and the eastern boundary of the lands acquired by the United States of America as described in Final Judgment of Civil Action No. 23109-g the following six (6) courses:

- a) South 00°33'45" West 209.97 feet
- b) South 00°34'41" West 19.09 feet,
- c) South 11°23'41" East 51.68 feet,
- d) South 03°29'37" East 201.46 feet,
- e) South 03°01'15" West 50.03 feet, and
- f) South 03°08'24" West 800.54 feet to the intersection with the south line of Pacific Avenue;

12) Thence, leaving said western line of Main Street and continuing easterly along the eastern boundary of said lands acquired by the United States of America as described in Final Judgment of Civil Action No. 23109-g South 86°51'36" East 95.00 feet to a point 65.00 feet westerly of and measured at right angles from said eastern line of Main Street as shown on that certain map entitled, "Bay View Tract, Alameda, California" filed in Map Book 7 at Page 33 Official Records of Alameda County;

13) Thence, running in a southerly direction along a line parallel with and 65.00 feet westerly of and measured at right angles from said eastern line of Main Street and along the easterly boundary of said lands acquired by the United States of America as described in Final Judgment of Civil Action No. 23109-g the following three (3) courses:

- a) South 03°08'24" West 451.56 feet,
- b) Along a tangent 711.34 foot radius curve to the left, through a central angle of 32°21'46", an arc distance of 401.79 feet, and
- c) South 50°51'40" East 27.30 feet to the Point of Beginning.

END OF DESCRIPTION



Christopher S. Harmison
Christopher S. Harmison, P.L.S.
L.S. No. 7176

EXHIBIT B

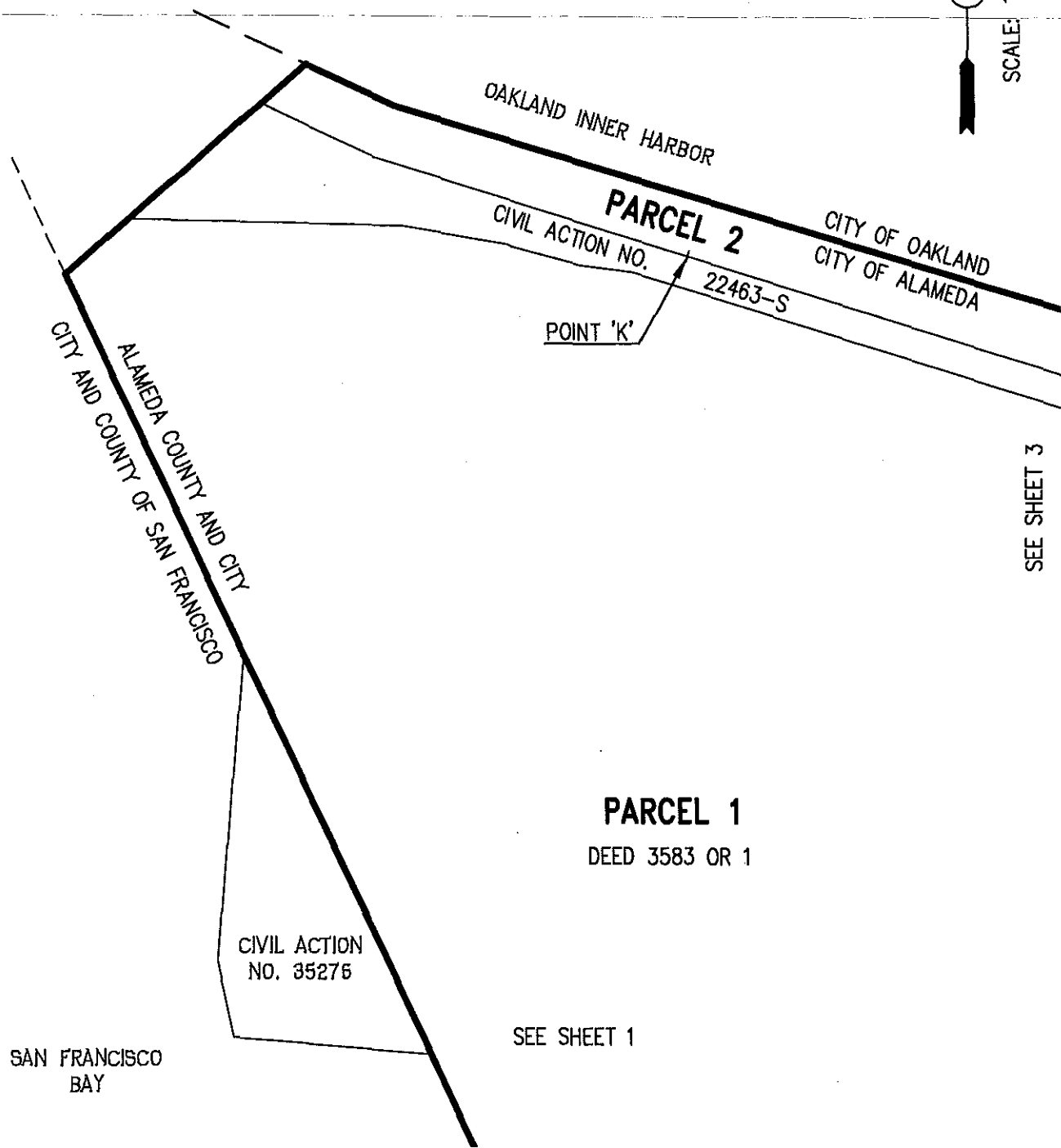
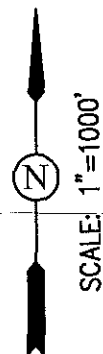
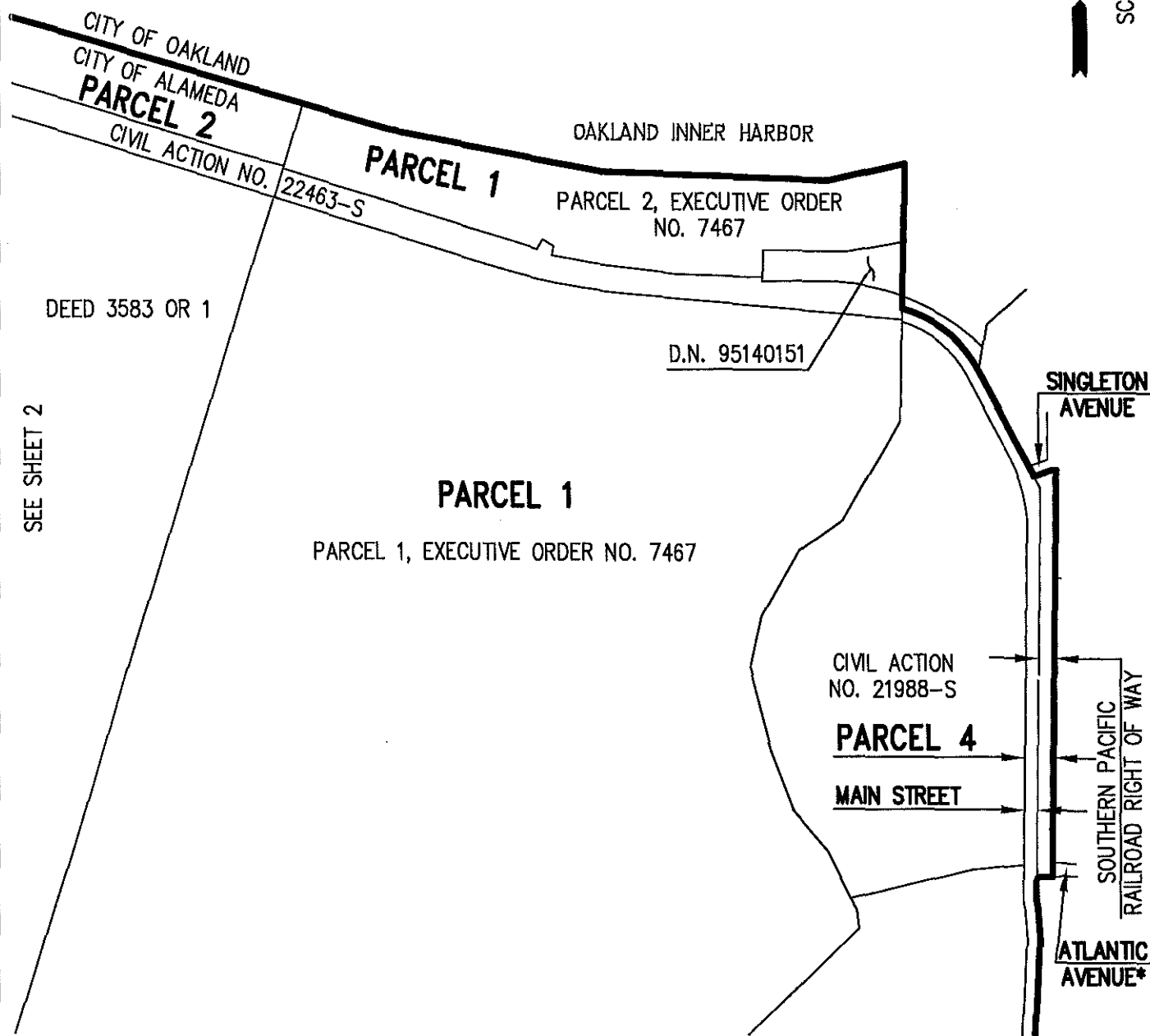
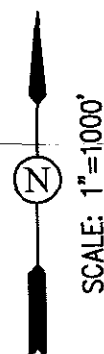


EXHIBIT B
PLAT OF NAS PROPERTY
ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 2 OF 4



* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY

SEE SHEET 4

EXHIBIT B

PLAT OF NAS PROPERTY

ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 3 OF 4



SCALE: 1"=1000'

SEE SHEET 3

CIVIL ACTION
NO. 21988-S

PARCEL 4

MAIN STREET

SOUTHERN PACIFIC
RAILROAD RIGHT OF WAY

**ATLANTIC
AVENUE***

**PACIFIC
AVENUE**

**CENTRAL
AVENUE**

CIVIL ACTION NO. 23109-G

WEST CORNER LOT 16
SEC 9, T2S, R4W, MDM

NE CORNER LOT 12
SEC 10, T2S,
R4W, MDM

SE CORNER LOT 21
SEC 10, T2S,
R4W, MDM

PARCEL 1

PARCEL 1,
EXECUTIVE ORDER NO. 7467

PARCEL 3

LEASE NOy (R) - 54077

SAN FRANCISCO
BAY

* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY

SEE SHEET 1

EXHIBIT B
PLAT OF NAS PROPERTY
ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 4 OF 4

EXHIBIT C

EXHIBIT C
LAND DESCRIPTION

W 25109/AD 617

TRUST ADDITION LANDS

Three parcels of land lying in the incorporated territory of the City of Alameda, County of Alameda, State of California, described as follows:

Being a portion of that certain parcel of land formerly known as Naval Air Station Alameda, a portion of Main Street, and a portion of Central Avenue, described as follows:

PARCEL ONE

Beginning at a point on the United States Bulkhead Line, said point identified as Point "K" as said line and point are delineated and so designated upon that certain map entitled, "Harbor Line Survey, San Francisco Bay, 1910" Sheet No. 6 originally filed in the United States Engineer's Office, Customs House, San Francisco and currently on file in the public records of Alameda County, said Bulkhead Line also being the northerly boundary of those lands acquired by the United States of America from Central Pacific Railway Company, et al, as described in the Final Judgment of Civil Action No. 22463-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on January 11, 1944, said Point K also being a point on the northerly line of Parcel One, as said Parcel One is shown and so designated on that certain Record of Survey No. 1816, filed June 6, 2003, in Book 28 of Records of Surveys at Page 14, in said Office of the County Recorder of Alameda County, said Point K being south 72°49'42" east 2,125.03 feet from the western terminus of that certain course designated as "North 72°49'42" West 6,084.81 feet", on said Record of Survey;

Thence, from said Point of Beginning, along the northerly line of said United States of America Parcel (Civil Action No. 22463-s), the following eleven (11) courses:

- 1) South 72°49'42" East 3,960.21 feet,
- 2) South 74°11'24" East 334.26 feet,
- 3) South 17°07'59" West 17.22 feet,
- 4) South 72°52'01" East 1,716.66 feet,
- 5) North 32°41'59" East 74.13 feet,
- 6) South 57°43'01" East 83.00 feet,
- 7) South 10°51'59" West 60.00 feet,

- 8) South 79°08'01" East 261.40 feet,
- 9) South 82°59'01" East 535.95 feet,
- 10) South 87°56'01" East 451.14 feet, and
- 11) North 89°26'59" East 99.83 feet to a point on the lands conveyed by Todd Shipyards Corporation to the United States of America by quitclaim deed recorded June 27, 1995, at Series Number 95140151 Official Records of Alameda County;

Thence, leaving said United States of America parcel, and along said Todd Shipyards Corporation parcel, the following three (3) courses:

- 1) South 01°07'57" West 28.62 feet,
- 2) North 89°28'57" East 373.66 feet, and
- 3) Along the arc of a tangent 1,487.52 foot radius curve to the right, through a central angle of 20°37'07", an arc distance of 535.30 feet to a point on said United States of America parcel (Civil Action No. 22463-s), said point also being the southeasterly corner of the lands conveyed by Todd Shipyards Corporation to the United States of America by quitclaim deed recorded June 27, 1995, at Series Number 95140151 Official Records of Alameda County;

Thence, from said southeasterly corner, along the easterly line of said United States of America parcel (Civil Action No. 22463-s), South 01°05'59" West 81.85 feet to a point on the northerly line of Main Street (80.00 feet wide), said point hereinafter referred to as Point A;

Thence, continuing along said easterly line of said United States of America parcel (Civil Action No. 22463-s), South 01°05'59" West 69.14 feet to the southeasterly corner of said United States of America parcel (Civil Action No. 22463-s);

Thence, from said southeasterly corner, along said southerly line of United States of America parcel (Civil Action No. 22463-s), the following seven (7) courses:

- 1) North 84°57'01" West 1,715.25 feet,
- 2) Along the arc of a tangent 4,528.08 foot radius curve to the right, through a central angle of 12°05'00", an arc distance of 954.94 feet,
- 3) North 72°52'01" West 6,050.00 feet,
- 4) North 82°22'01" West 342.00 feet,

- 5) North 74°59'01" West 500.00 feet,
- 6) North 80°09'01" West 680.00 feet, and
- 7) North 88°44'01" West 1,758.25 feet to the westerly corner of said United States of America parcel (Civil Action No. 22463-s);

Thence, from said westerly corner, along the northwesterly line of said United States of America parcel (Civil Action No. 22463-s), North 48°59'13" East 1,124.99 feet to the northerly corner of said United States of America parcel (Civil Action No. 22463-s);

Thence, from said northerly corner, along the northerly line of said United States of America parcel (Civil Action No. 22463-s), the following two (2) courses:

- 1) South 64°57'02" East 797.21 feet, and
- 2) South 72°49'42" East 2,125.03 feet to said Point of Beginning.

Containing 67.66 acres of land, more or less.

PARCEL TWO

Commencing at the point hereinabove referred to as Point A;

Thence, from said Point of Commencement, along the northerly line and the easterly line of Main Street, the following two (2) courses:

- 1) Along the arc of a non-tangent 780.00 foot radius curve to the right, from which the center of said curve bears South 14°48'05" West, through a central angle of 47°30'40", an arc distance of 646.80 feet, and
- 2) South 27°41'15" East 74.12 feet to a point on the Ordinary High Tide Line, as said Ordinary High Tide Line is shown and so designated on that certain map entitled "Map No. 2 of Salt Marsh and Tide Lands, Situate in the County of Alameda, State of California", prepared in 1871 by order of the Board of Tide Land Commissioners, under the authority and in accordance with the provisions of an Act of the Legislature, approved April 1871 (as surveyed under the direction of G.F. Allardt, Chief Engineer), said point also being the Point of Beginning for this description;

Thence, from said Point of Beginning, continuing along said easterly line of Main Street, South 27°41'15" East 685.42 feet a point on the southerly line of Singleton Avenue;

Thence, along said southerly line of Singleton Avenue, the following two (2) courses:

- 1) North 69°17'45" East 87.85 feet, and
- 2) Along the arc of a tangent 160.00 foot radius curve to the right, through a central angle of 21°00'38", an arc distance of 58.67 feet to a point on the easterly line of the Southern Pacific Railroad right of way;

Thence, along said easterly line of the Southern Pacific Railroad right of way, and the southerly prolongation thereof, South 00°33'45" West 2,586.09 feet to a point on the southerly line of Atlantic Avenue, currently known as Ralph Appezato Memorial Parkway;

Thence, along said southerly line of Atlantic Avenue, North 89°26'15" West 80.00 feet to a point on said easterly line of Main Street;

Thence, along said easterly line of Main Street, the following six (6) courses:

- 1) Along the arc of a tangent 20.00 foot radius curve to the left, through a central angle of 90°00'00", an arc distance of 31.42 feet,
- 2) South 00°33'45" West 126.62 feet,
- 3) South 11°23'41" East 48.81 feet,
- 4) South 03°29'37" East 211.54 feet,
- 5) South 03°01'15" West 54.67 feet, and
- 6) South 03°08'24" West 699.66 feet to a point on the northerly line of Pacific Avenue;

Thence, along said northerly line of Pacific Avenue, South 86°51'36" East 80.00 feet to a point on the easterly line of Central Avenue;

Thence, along said easterly line of Central Avenue, the following two (2) courses:

- 1) South 03°08'24" West 552.52 feet, and
- 2) Along the arc of a tangent 646.34 foot radius curve to the left, through a central angle of 25°35'12", an arc distance of 288.64 feet to a point on the northerly prolongation of the easterly line of Lot 12, Section 10, Township 2 South, Range 4 West, Mount Diablo Meridian as shown on said "Map No. 2 of Salt Marsh and Tide Lands";

Thence, along said prolongation, and said easterly line of Lot 12, and the easterly line of Lot 21, Section 10, Township 2 South, Range 4 West, Mount Diablo Meridian as shown on said "Map No. 2 of Salt Marsh and Tide Lands", ~~South 01°05'59" West 1,782.27 feet to the~~ southeasterly corner of said Lot 21;

Thence, from said southeasterly corner, along the southerly line of said Lot 21, and the southerly line of Lots 22, 23, 10 and 9 of said Section 10, North 63°45'01" West 2,292.61 feet to a point hereinafter referred to as Point B;

Thence, leaving said southerly line of Lot 9, South 85°08'27" East 2,050.18 feet;

Thence, North 01°05'59" East 855.47 feet to a point on the westerly line of said Central Avenue;

Thence, along said westerly line of Central Avenue, the following two (2) courses:

- 1) Along the arc of a non-tangent 711.34 foot radius curve to the right, from which the center of said curve bears North 62°04'43" East, through a central angle of 31°03'41", an arc distance of 385.63 feet, and
- 2) North 03°08'24" East 211.56 feet;

Thence, leaving said westerly line of Central Avenue, North 18°27'17" West 258.12 feet to a point on the westerly line of Main Street;

Thence, along said westerly line of Main Street, the following six (6) courses:

- 1) North 03°08'24" East 800.54 feet,
- 2) North 03°01'15" East 50.03 feet,
- 3) North 03°29'37" West 201.46 feet,
- 4) North 11°23'41" West 51.68 feet,
- 5) North 00°34'41" East 19.09 feet, and
- 6) North 00°33'45" East 2,001.27 feet;

Thence, leaving said westerly line of Main Street, North 89°26'15" West 25.00 feet;

Thence, North 00°33'45" East 343.32 feet;

Thence, along the arc of a tangent 935.00 foot radius curve to the left, through a central angle of 28°15'00", an arc distance of 461.01 feet;

Thence, North 27°41'15" West 478.03 feet to a point on said Ordinary High Tide Line;

Thence, along said Ordinary High Tide Line, North 47°08'59" East 108.79 feet to said Point of Beginning.

Containing 37.21 acres of land, more or less.

PARCEL THREE

Commencing at the point hereinabove referred to as Point B;

Thence, from said Point of Commencement, along said southerly line of Lot 9 of Section 10, Township 2 South, Range 4 West, Mount Diablo Meridian, North 63°45'01" West 277.99 feet to the Point of Beginning for this description;

Thence, from said Point of Beginning, continuing along said southerly line of Lot 9, and the southerly line of Lot 16 of Section 9, Township 2 South, Range 4 West, Mount Diablo Meridian, as shown on said "Map No. 2 of Salt Marsh and Tide Lands", North 63°45'01" West 938.98 feet to the westerly corner of said Lot 16, said corner being a point on the easterly line of said Navy Department Parcel (Executive Order No. 7467);

Thence, along said easterly line of Navy Department Parcel (Executive Order No. 7467), North 46°05'58" East 1,616.35 feet;

Thence, leaving said easterly line of Navy Department Parcel (Executive Order No. 7467), South 05°10'25" West 305.95 feet;

Thence, South 04°47'01" West 522.22 feet;

Thence, North 85°12'59" West 191.20 feet;

Thence, South 04°47'01" West 729.47 feet to said Point of Beginning.

Containing 16.57 acres of land, more or less.

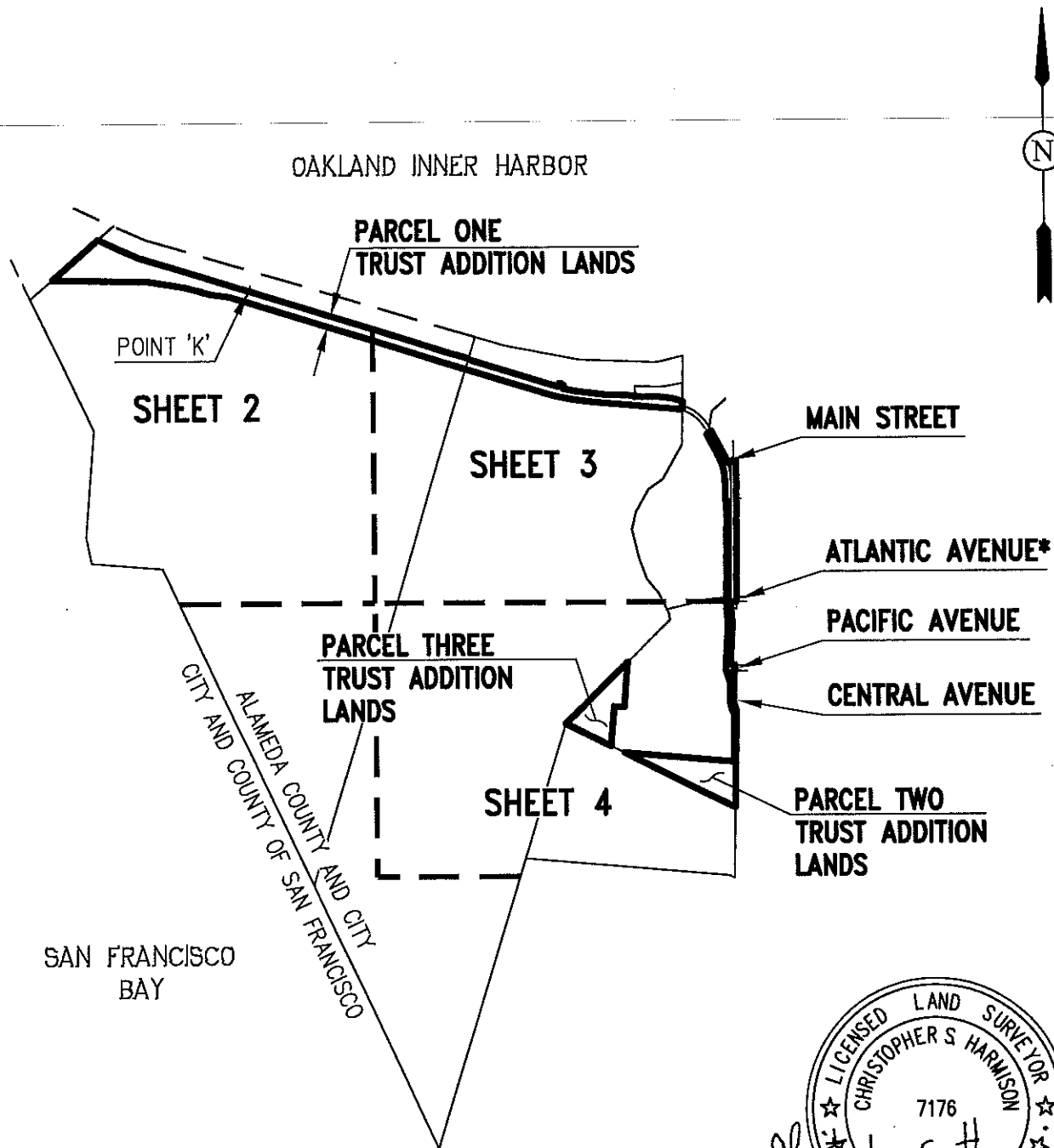
Courses are based on the California Coordinate System of 1983, Zone 3.
~~Distances shown are ground distances. To obtain grid distances divide~~
ground distances by the combined scale factor of 1.00007055, as shown
on that certain Record of Survey No. 1816, filed June 6, 2002, in Book
28 of Records of Surveys at Page 14, Alameda County Records.

END OF DESCRIPTION



Christopher S. Harmison
Christopher S. Harmison, P.L.S.
L.S. No. 7176

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



* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY



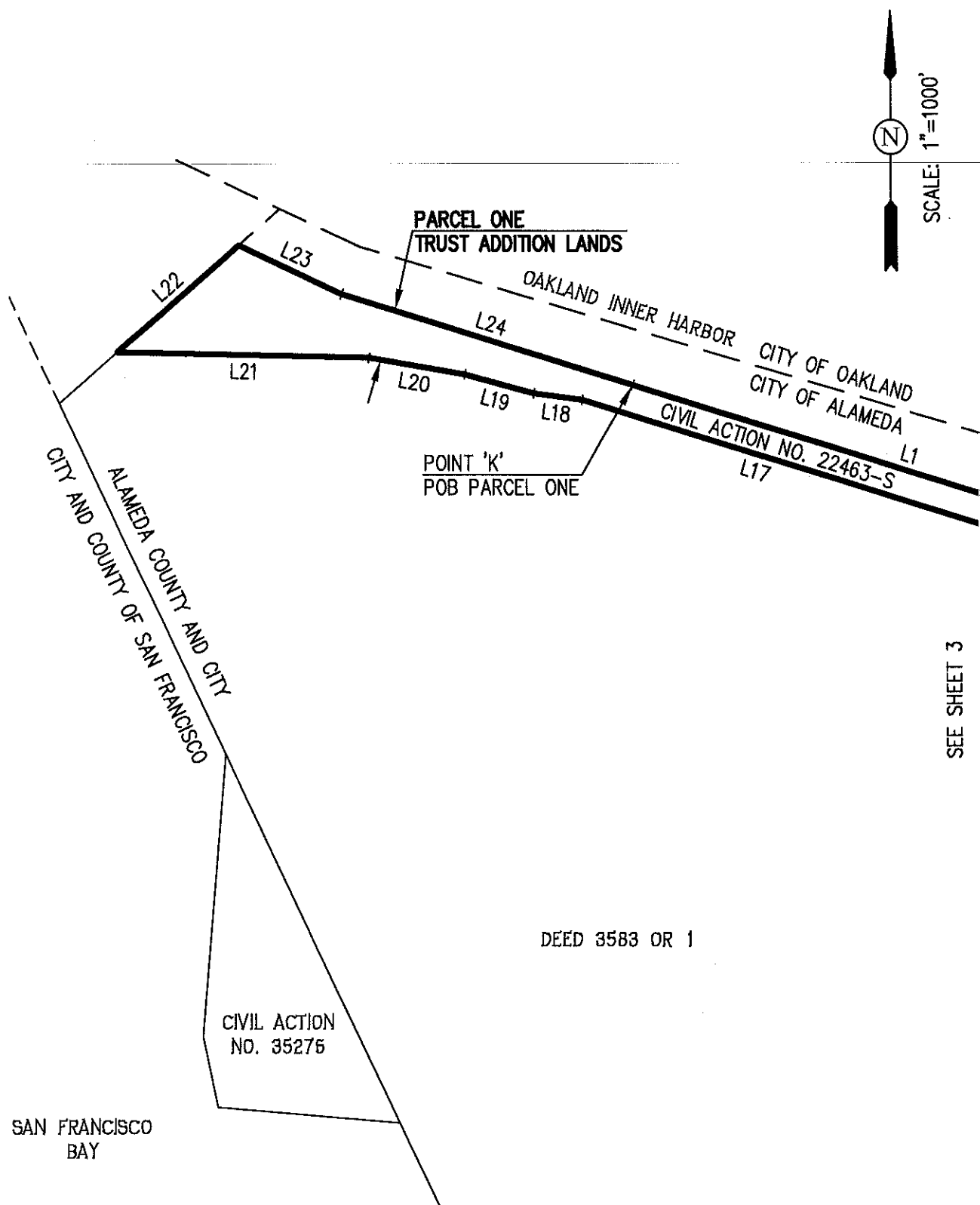
EXHIBIT C

PLAT OF TRUST ADDITION LANDS

ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 1 OF 5

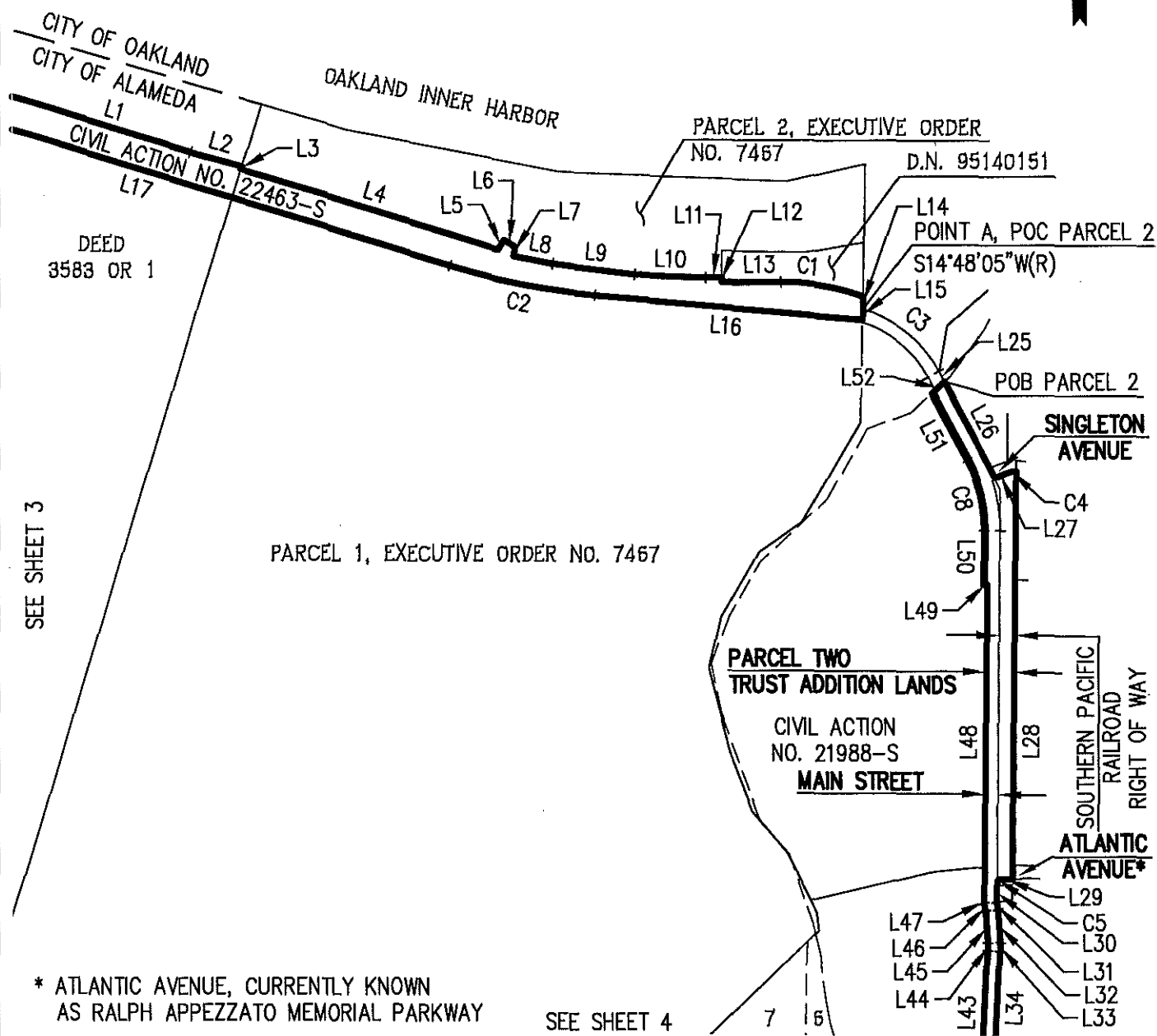
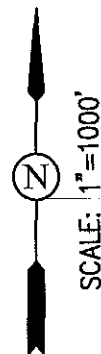


SEE SHEET 3

EXHIBIT C

PLAT OF TRUST ADDITION LANDS

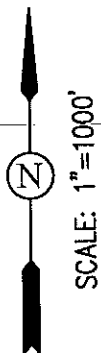
ALAMEDA, CALIFORNIA



* ATLANTIC AVENUE, CURRENTLY KNOWN AS RALPH APPEZZATO MEMORIAL PARKWAY

SEE SHEET 4

EXHIBIT C **PLAT OF TRUST ADDITION LANDS** **ALAMEDA, CALIFORNIA**



SEE SHEET 3

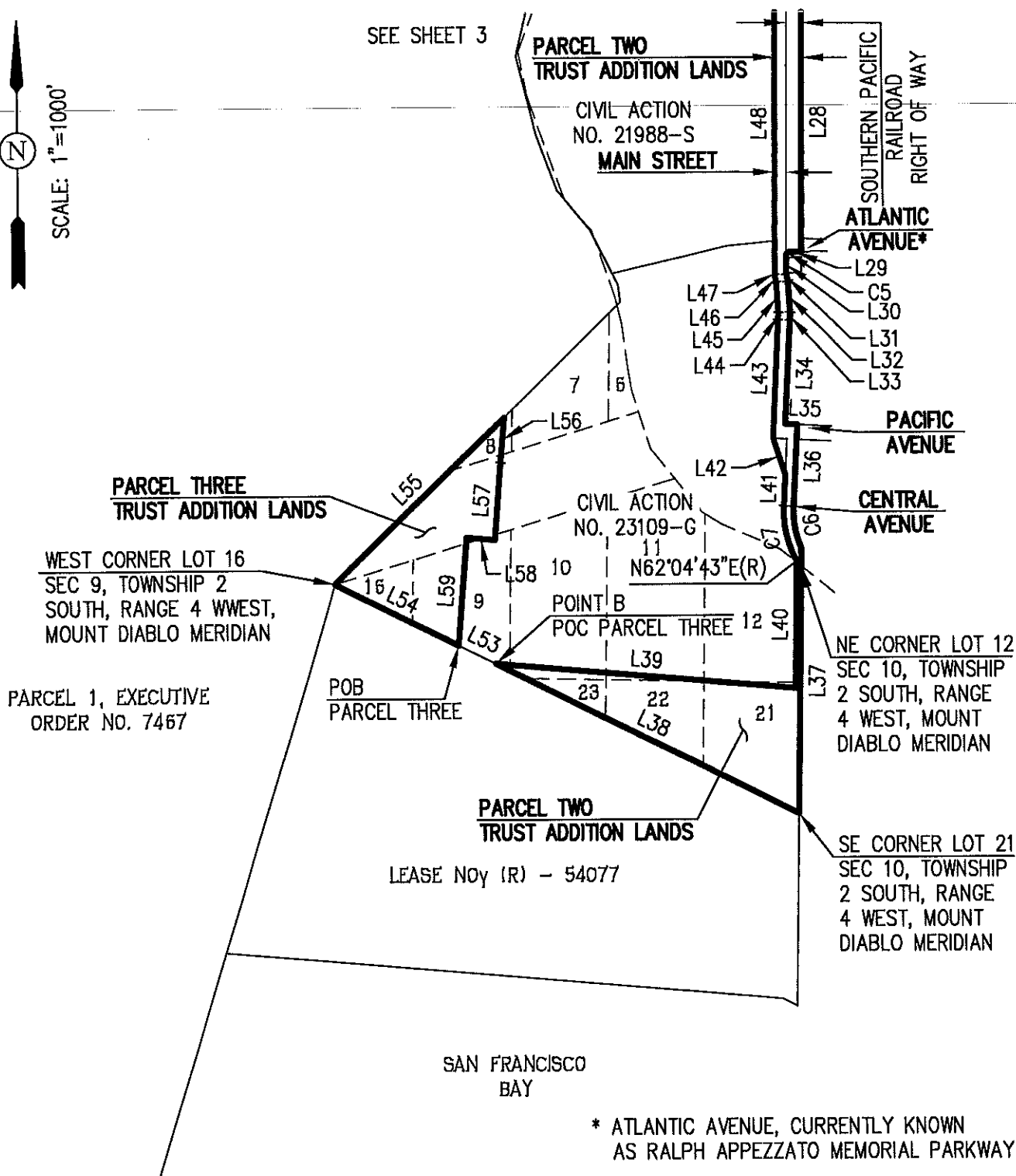


EXHIBIT C

PLAT OF TRUST ADDITION LANDS

ALAMEDA, CALIFORNIA

LINE TABLE		
NO.	BEARING	LENGTH
L1	S72°49'42"E	3960.21'
L2	S74°11'24"E	334.26'
L3	S17°07'59"W	17.22'
L4	S72°52'01"E	1716.66'
L5	N32°41'59"E	74.13'
L6	S57°43'01"E	83.00'
L7	S10°51'59"W	60.00'
L8	S79°08'01"E	261.40'
L9	S82°59'01"E	535.95'
L10	S87°56'01"E	451.14'
L11	N89°26'59"E	99.83'
L12	S01°07'57"W	28.62'
L13	N89°28'57"E	373.66'
L14	S01°05'59"W	81.85'
L15	S01°05'59"W	69.14'
L16	N84°57'01"W	1715.25'
L17	N72°52'01"W	6050.00'
L18	N82°22'01"W	342.00'
L19	N74°59'01"W	500.00'
L20	N80°09'01"W	680.00'
L21	N88°44'01"W	1758.25'
L22	N48°59'13"E	1124.99'
L23	S64°57'02"E	797.21'
L24	S72°49'42"E	2125.03'
L25	S27°41'15"E	74.12'
L26	S27°41'15"E	685.42'
L27	N69°17'45"E	87.85'
L28	S00°33'45"W	2586.09'
L29	N89°26'15"W	80.01'
L30	S00°33'45"W	126.62'

LINE TABLE		
NO.	BEARING	LENGTH
L31	S11°23'41"E	48.81'
L32	S03°29'37"E	211.54'
L33	S03°01'15"W	54.67'
L34	S03°08'24"W	699.66'
L35	S86°51'36"E	80.00'
L36	S03°08'24"W	552.52'
L37	S01°05'59"W	1782.27'
L38	N63°45'01"W	2292.61'
L39	S85°08'27"E	2050.18'
L40	N01°05'59"E	855.47'
L41	N03°08'24"E	211.56'
L42	N18°27'17"W	258.12'
L43	N03°08'24"E	800.54'
L44	N03°01'15"E	50.03'
L45	N03°29'37"W	201.46'
L46	N11°23'41"W	51.68'
L47	N00°34'41"E	19.09'
L48	N00°33'45"E	2001.27'
L49	N89°26'15"W	25.00'
L50	N00°33'45"E	343.32'
L51	N27°41'15"W	478.03'
L52	N47°08'59"E	108.79'
L53	N63°45'01"W	277.99'
L54	N63°45'01"W	938.98'
L55	N46°05'58"E	1616.35'
L56	S05°10'25"W	305.95'
L57	S04°47'01"W	522.22'
L58	S85°12'59"E	191.20'
L59	S04°47'01"W	729.47'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	1487.52'	20°37'07"	535.30'
C2	4528.08'	12°05'00"	954.94'
C3	780.00'	47°30'40"	646.80'
C4	160.00'	21°00'38"	58.67'
C5	20.00'	90°00'00"	31.42'
C6	646.34'	25°35'12"	288.64'
C7	711.34'	31°03'41"	385.63'
C8	935.00'	28°15'00"	461.01'

EXHIBIT C
PLAT OF TRUST ADDITION LANDS
ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 5 OF 5

EXHIBIT D

EXHIBIT D
LAND DESCRIPTION

W 25109/AD 617

TRUST TERMINATION LANDS

Four parcels of land lying in the incorporated territory of the City of Alameda, County of Alameda, State of California, described as follows:

Being a portion of that certain parcel of land formerly known as Naval Air Station Alameda, described as follows:

PARCEL ONE

Commencing at a point on the United States Bulkhead Line, said point identified as Point "K" as said line and point are delineated and so designated upon that certain map entitled, "Harbor Line Survey, San Francisco Bay, 1910" Sheet No. 6 originally filed in the United States Engineer's Office, Customs House, San Francisco and currently on file in the public records of Alameda County, said Bulkhead Line also being the northerly boundary of those lands acquired by the United States of America from Central Pacific Railway Company, et al, as described in the Final Judgment of Civil Action No. 22463-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on January 11, 1944, said Point K also being a point on the northerly line of Parcel One, as said Parcel One is shown and so designated on that certain Record of Survey No. 1816, filed June 6, 2003, in Book 28 of Records of Surveys at Page 14, in said Office of the County Recorder of Alameda County, said Point K being South 72°49'42" East 2,125.03 feet from the western terminus of that certain course designated as "North 72°49'42" West 6,084.81 feet", on said Record of Survey;

Thence, from said Point of Commencement, along the northerly line of said United States of America Parcel (Civil Action No. 22463-s), the following eleven (11) courses:

- 1) South 72°49'42" East 3,960.21 feet,
- 2) South 74°11'24" East 334.26 feet,
- 3) South 17°07'59" West 17.22 feet,
- 4) South 72°52'01" East 1,716.66 feet,
- 5) North 32°41'59" East 74.13 feet,
- 6) South 57°43'01" East 83.00 feet,
- 7) South 10°51'59" West 60.00 feet,
- 8) South 79°08'01" East 261.40 feet,

- 9) South 82°59'01" East 535.95 feet,
- 10) South 87°56'01" East 451.14 feet,
- 11) North 89°26'59" East 99.83 feet to a point on the lands conveyed by Todd Shipyards Corporation to the United States of America by quitclaim deed recorded June 27, 1995, at Series Number 95140151 Official Records of Alameda County;

Thence, leaving said United States of America parcel, and along said Todd Shipyards Corporation parcel, the following three (3) courses:

- 1) South 01°07'57" West 28.62 feet,
- 2) North 89°28'57" East 373.66 feet, and
- 3) Along the arc of a tangent 1,487.52 foot radius curve to the right, through a central angle of 20°37'07", an arc distance of 535.30 feet to a point on said United States of America parcel (Civil Action No. 22463-s), said point also being the southeasterly corner of the lands conveyed by Todd Shipyards Corporation to the United States of America by quitclaim deed recorded June 27, 1995, at Series Number 95140151 Official Records of Alameda County;

Thence, from said southeasterly corner, along the easterly line of said United States of America parcel (Civil Action No. 22463-s) and the southerly prolongation thereof, South 01°05'59" West 190.43 feet to the Point of Beginning for this description;

Thence, from said Point of Beginning, leaving said southerly prolongation, along the arc of a non-tangent 675.00 foot radius curve to the right, from which the center of said curve bears South 16°59'06" West, through a central angle of 45°19'39", an arc distance of 534.00 feet;

Thence, South 27°41'15" East 102.57 feet to a point on the Ordinary High Tide Line, as said Ordinary High Tide Line is shown and so designated on that certain map entitled "Map No. 2 of Salt Marsh and Tide Lands, Situate in the County of Alameda, State of California," prepared in 1871 by order of the Board of Tide Land Commissioners, under the authority and in accordance with the provisions of an Act of the Legislature, approved April 1871 (as surveyed under the direction of G.F. Allardt, Chief Engineer);

Thence, along said Ordinary High Tide Line, the following eleven (11) courses:

- 1) South 47°08'59" West 179.59 feet,
- 2) South 69°38'59" West 303.60 feet,

- 3) South 29°53'59" West 514.80 feet,
- 4) South 46°53'59" West 580.80 feet,

- 5) South 29°38'59" West 396.00 feet,
- 6) South 20°38'59" West 323.40 feet,
- 7) South 10°51'01" East 310.20 feet,
- 8) South 19°51'01" East 739.20 feet,
- 9) South 41°21'01" East 277.20 feet,
- 10) South 19°21'01" East 462.00 feet, and
- 11) South 13°21'01" East 70.22 feet to a point on the easterly line of Navy Department parcel (Executive Order No. 7467)

Thence, along said easterly line of Navy Department parcel (Executive Order No. 7467), South 46°05'58" West 1,085.48 feet to a point hereinafter referred to as Point A;

Thence, leaving said easterly line of Navy Department parcel (Executive Order No. 7467), North 04°51'33" East 1,390.09 feet;

Thence, North 85°08'27" West 1,426.04 feet to a point hereinafter referred to as Point B;

Thence, North 04°11'42" East 1,511.20 feet;

Thence, North 04°49'01" East 1,819.07 feet;

Thence, along the arc of a non-tangent 4,562.60 foot radius curve to the left, from which the center of said curve bears North 10°14'16" East, through a central angle of 05°10'58", an arc distance of 412.72 feet;

Thence, South 84°57'01" East 1,596.61 feet;

Thence, along the arc of a non-tangent 675.00 foot radius curve to the right, from which the center of said curve bears South 06°35'54" West, through a central angle of 10°23'12", an arc distance of 122.37 feet to said Point of Beginning.

Containing 152.91 acres of land, more or less.

PARCEL TWO

Commencing at the point hereinabove referred to as Point B;

Thence, from said Point of Commencement, North 85°08'27" West 509.87 feet to the Point of Beginning for this description;

Thence, from said Point of Beginning, North 85°08'27" West 1,435.56 feet;

Thence, South 05°09'49" West 601.85 feet;

Thence, North 84°54'25" West 12.54 feet;

Thence, North 81°12'34" West 79.54 feet;

Thence, South 86°02'51" West 94.81 feet;

Thence, South 69°10'07" West 39.97 feet;

Thence, South 78°51'21" West 94.45 feet;

Thence, South 88°28'56" West 116.12 feet;

Thence, North 80°51'17" West 36.04 feet to a point on the easterly line of that certain 623.56 acre parcel of land described in that certain Legal Description dated October 23, 2012 (Veterans Administration Parcel);

Thence, along said easterly line of the Veterans Administration Parcel, the following three (3) courses:

- 1) North 01°46'59" East 900.52 feet,
- 2) North 05°04'35" East 1,102.17 feet, and
- 3) North 03°11'38" East 1,615.27 feet;

Thence, leaving said easterly line, South 85°02'04" East 656.38 feet;

Thence, South 56°45'29" East 35.37 feet;

Thence, along the arc of a non-tangent 40.43 foot radius curve to the left, from which the center of said curve bears North 70°14'44" East, through a central angle of 65°23'11", an arc distance of 46.14 feet;

Thence, South 04°51'33" West 31.50 feet;

Thence, South 85°08'27" East 1,284.03 feet;

Thence, South 04°49'01" West 1,365.00 feet;

Thence, South 05°27'15" West 1,513.50 feet to said Point of Beginning.

Containing 138.39 acres of land, more or less.

PARCEL THREE

Commencing at the point hereinabove referred to as Point A;

Thence, from said Point of Commencement, leaving said easterly line of Navy Department parcel (Executive Order No. 7467), South 05°10'25" West 253.01 feet to a point on the southerly line of Lot 8, Section 10, Township 2 South, Range 4 West, Mount Diablo Meridian, as shown on that certain Map No. 2 of Salt Marsh and Tide Lands Situate in the County of Alameda, in State of California, Dated 1871, G.F. Allardt, Engineer, prepared by order of the Board of Tide Land Commissioners, said point being the Point of Beginning for this description;

Thence, from said Point of Beginning, along the southerly line of Lot 8, Lot 7, and Lot 6, Section 10, Township 2 South, Range 4 West, Mount Diablo Meridian, as shown on said "Map No. 2 of Salt Marsh and Tide Land", North 73°08'54" East 987.46 feet to a point on said Ordinary High Tide Line;

Thence, along said Ordinary High Tide Line, the following two (2) courses:

- 1) South 17°36'01" East 265.32 feet, and
- 2) South 38°21'01" East 252.78 feet to a point on the northerly line of Lot 11, Section 10, Township 2 South, Range 4 West, Mount Diablo Meridian, as shown on said Map No. 2;

Thence, leaving said Ordinary High Tide Line, along the northerly line of Lot 11, Lot 10, and Lot 9, Section 10, Township 2 South, Range 4 West, Mount Diablo Meridian, as shown on said "Map No. 2 of Salt Marsh and Tide Land", South 73°08'54" West 1,282.46 feet to a hereinafter referred to as Point C;

Thence, North 04°47'01" East 485.62 feet;

Thence, North 05°10'25" East 52.94 feet to said Point of Beginning.

Containing 12.77 acres of land, more or less.

PARCEL FOUR

Commencing at the point hereinabove referred to as Point C;

Thence, from said Point of Commencement, South 04°47'01" West 36.60 feet;

Thence, North 85°12'59" West 92.27 feet to the Point of Beginning for this description;

Thence, from said Point of Beginning, along the northerly line of Lot 9, Section 10, Township 2 South, Range 4 West, Mount Diablo Meridian, as shown on said "Map No. 2 fo Salt Marsh and Tide Land", South 73°08'54" West 106.43 feet;

Thence, North 04°47'01" East 39.24 feet;

Thence, South 85°12'59" East 98.93 feet to said Point of Beginning.

Containing 1,941 square feet or 0.04 acres of land, more or less.

Courses are based on the California Coordinate System of 1983, Zone 3. Distances shown are ground distances. To obtain grid distances divide ground distances by the combined scale factor of 1.00007055, as shown on that certain Record of Survey No. 1816, filed June 6, 2002, in Book 28 of Records of Surveys at Page 14, Alameda County Records.

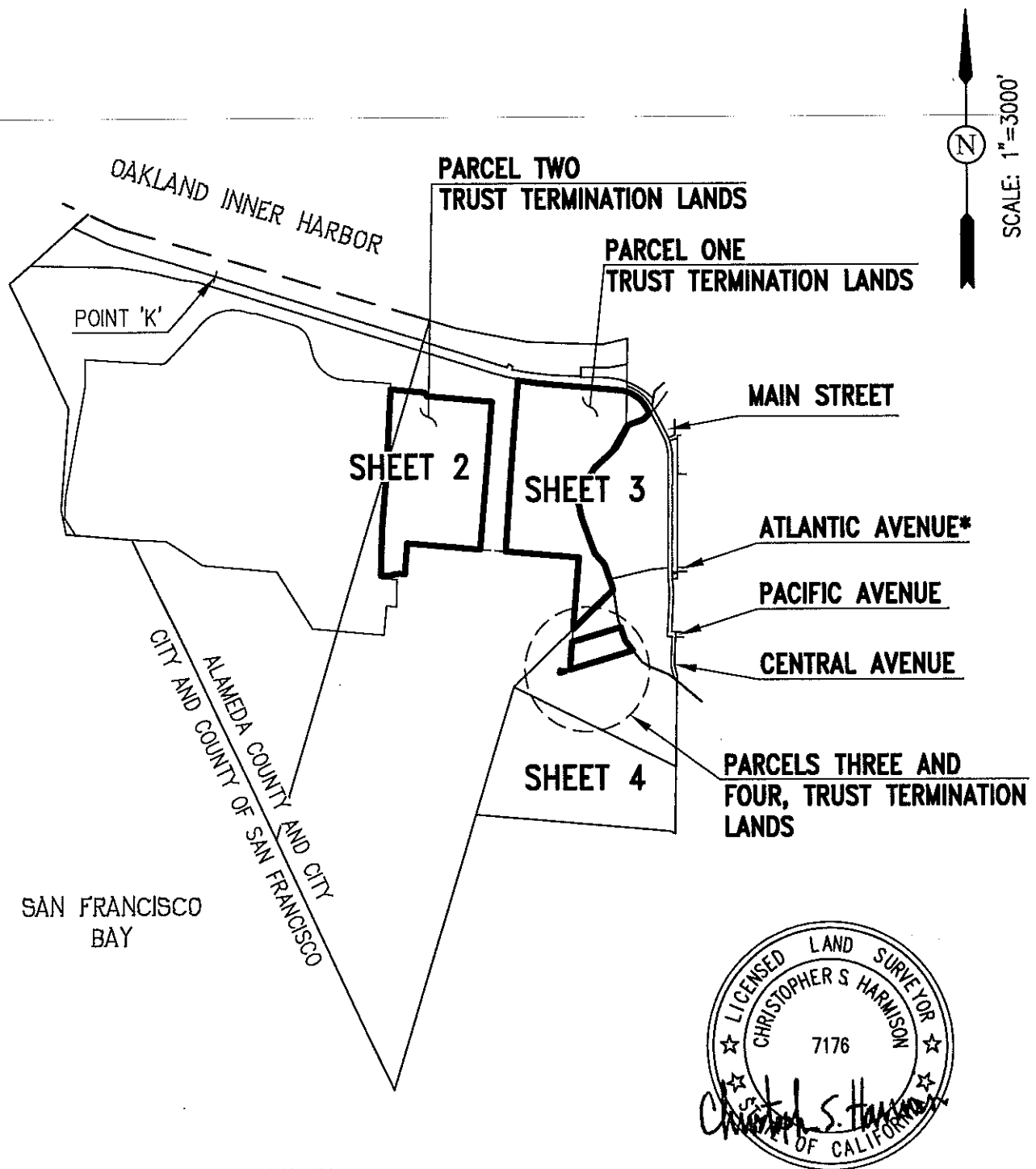
END OF DESCRIPTION



Christopher S. Harmison

Christopher S. Harmison, P.L.S.
L.S. No. 7176

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



* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY

EXHIBIT D

PLAT OF TRUST TERMINATION LANDS

ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 1 OF 5

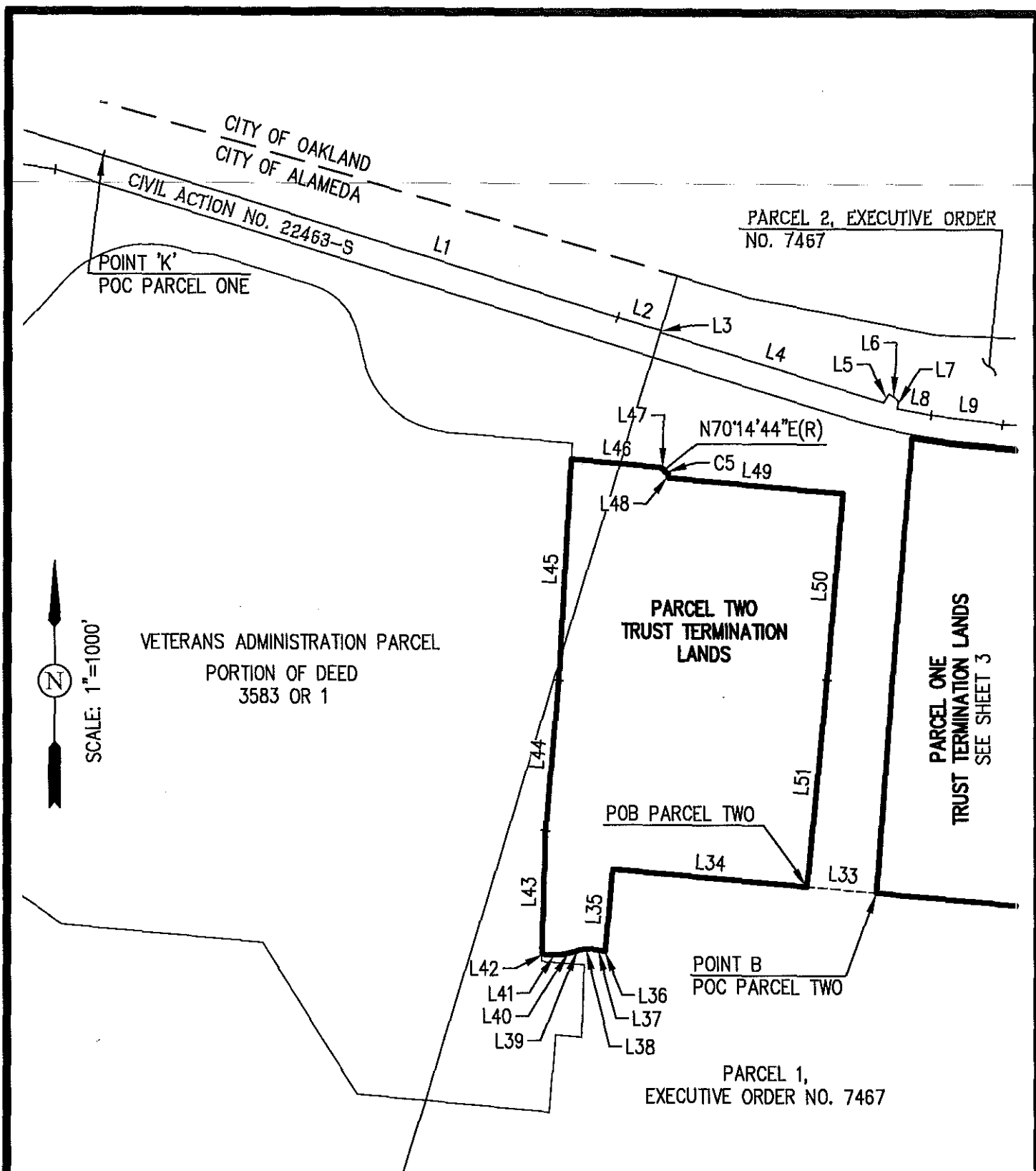
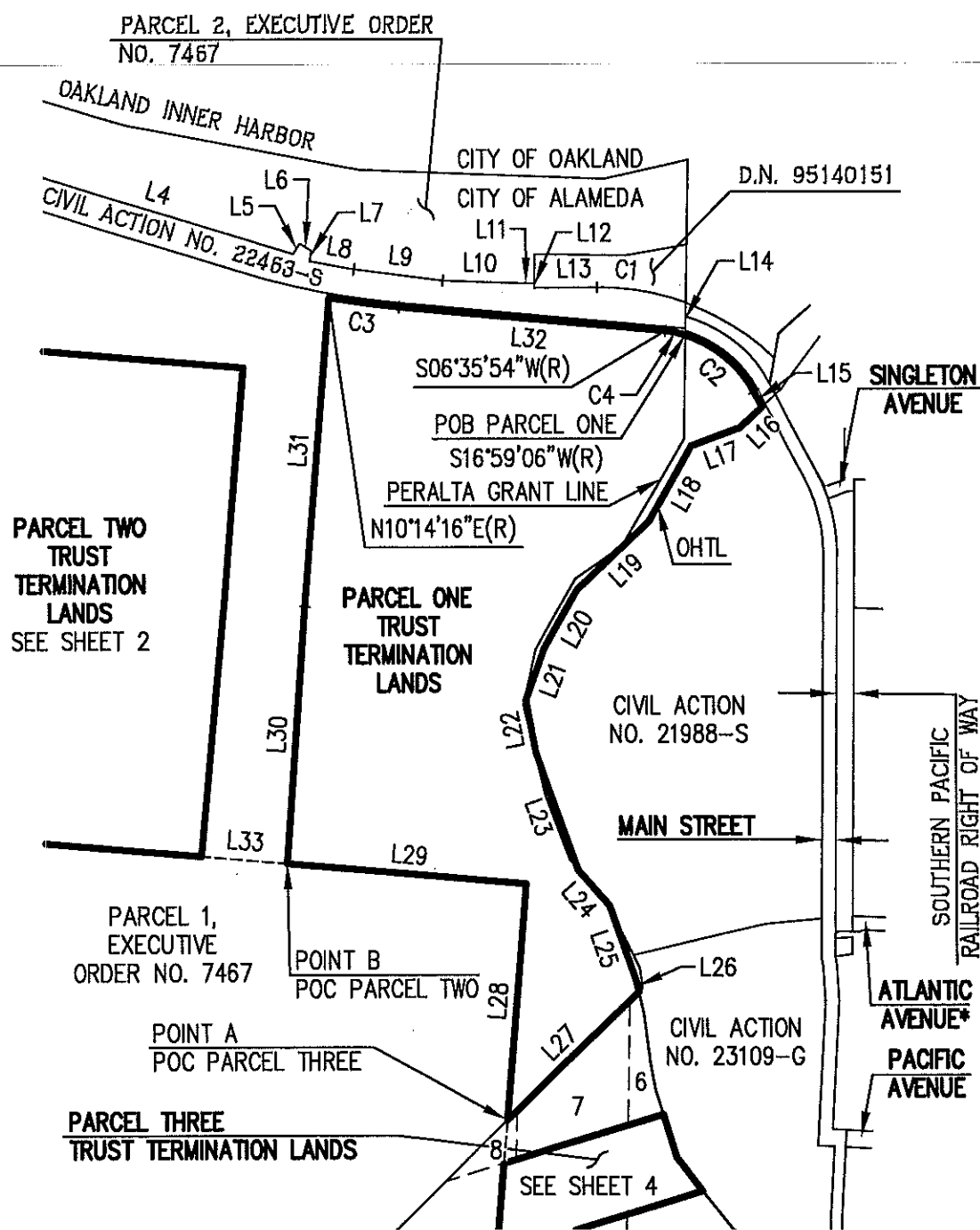
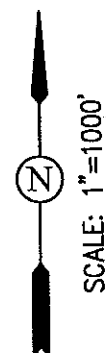


EXHIBIT D **PLAT OF TRUST TERMINATION LANDS** **ALAMEDA, CALIFORNIA**



* ATLANTIC AVENUE, CURRENTLY KNOWN AS RALPH APPEZZATO MEMORIAL PARKWAY

OHTL= ORDINARY HIGH TIDE LINE PER "MAP NO. 2 OF SALT MARSH AND TIDE LANDS"

EXHIBIT D **PLAT OF TRUST TERMINATION LANDS** **ALAMEDA, CALIFORNIA**

PARCEL 1,
EXECUTIVE ORDER
NO. 7467

POINT A
POC PARCEL THREE

POB PARCEL THREE

CIVIL ACTION
NO. 23109-G

POINT C
POC PARCEL FOUR

PARCEL FOUR
TRUST TERMINATION LANDS

PARCEL ONE
TRUST TERMINATION
LANDS
SEE SHEET 3

PARCEL THREE
TRUST TERMINATION LANDS

CIVIL ACTION
NO. 23109-G

LEASE NOy (R) - 54077

OHTL= ORDINARY HIGH TIDE LINE PER "MAP NO. 2
OF SALT MARSH AND TIDE LANDS"

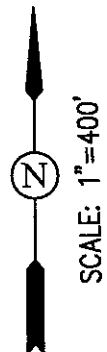


EXHIBIT D

PLAT OF TRUST TERMINATION LANDS

ALAMEDA, CALIFORNIA

LINE TABLE		
NO.	BEARING	LENGTH
L1	S72°49'42"E	3960.21'
L2	S74°11'24"E	334.26'
L3	S17°07'59"W	17.22'
L4	S72°52'01"E	1716.66'
L5	N32°41'59"E	74.13'
L6	S57°43'01"E	83.00'
L7	S10°51'59"W	60.00'
L8	S79°08'01"E	261.40'
L9	S82°59'01"E	535.95'
L10	S87°56'01"E	451.14'
L11	N89°26'59"E	99.83'
L12	S01°07'57"W	28.62'
L13	S89°28'57"W	373.66'
L14	S01°05'59"W	190.43'
L15	S27°41'15"E	102.57'
L16	S47°08'59"W	179.59'
L17	S69°38'59"W	303.60'
L18	S29°53'59"W	514.80'
L19	S46°53'59"W	580.80'
L20	S29°38'59"W	396.00'
L21	S20°38'59"W	323.40'
L22	S10°51'01"E	310.20'
L23	S19°51'01"E	739.20'
L24	S41°21'01"E	277.20'
L25	S19°21'01"E	462.00'
L26	S13°21'01"E	70.22'
L27	S46°05'58"W	1085.48'
L28	N04°51'33"E	1390.09'
L29	N85°08'27"W	1426.04'
L30	N04°11'42"E	1511.20'
L31	N04°49'01"E	1819.07'

LINE TABLE		
NO.	BEARING	LENGTH
L32	S84°57'01"E	1596.61'
L33	N85°08'27"W	509.87'
L34	N85°08'27"W	1435.56'
L35	S05°09'49"W	601.85'
L36	N84°54'25"W	12.54'
L37	N81°12'34"W	79.54'
L38	S86°02'51"W	94.81'
L39	S69°10'07"W	39.97'
L40	S78°51'21"W	94.45'
L41	S88°28'56"W	116.12'
L42	N80°51'17"W	36.04'
L43	N01°46'59"E	900.52'
L44	N05°04'35"E	1102.17'
L45	N03°11'38"E	1615.27'
L46	S85°02'04"E	656.38'
L47	S56°45'29"E	35.37'
L48	S04°51'33"W	31.50'
L49	S85°08'27"E	1284.03'
L50	S04°49'01"W	1365.00'
L51	S05°27'15"W	1513.50'
L52	S05°10'25"W	253.01'
L53	N73°08'54"E	987.46'
L54	S17°36'01"E	265.32'
L55	S38°21'01"E	252.78'
L56	S73°08'54"W	1282.46'
L57	N04°47'01"E	485.62'
L58	N05°10'25"E	52.94'
L59	S04°47'01"W	36.60'
L60	S85°12'59"E	92.27'
L61	S73°08'54"W	106.43'

LINE TABLE		
NO.	BEARING	LENGTH
L62	N04°47'01"E	39.24'
L63	S85°12'59"E	98.93'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	1487.52'	20°37'07"	535.30'
C2	675.00'	45°19'39"	534.00'
C3	4562.60'	05°10'58"	412.72'
C4	675.00'	10°23'12"	122.37'
C5	40.43'	65°23'11"	46.14'

EXHIBIT D
PLAT OF TRUST TERMINATION LANDS
ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 5 OF 5

EXHIBIT E

EXHIBIT E
LAND DESCRIPTION

W 25109/AD 617

AGREED TRUST LANDS

Two parcels of land lying in the incorporated territory of the City of Alameda, County of Alameda, State of California, described as follows:

Being a portion of that certain parcel of land formerly known as Naval Air Station Alameda, a portion of the Oakland Inner Harbor, a portion of San Francisco Bay, and a portion of Main Street, described as follows:

PARCEL ONE

Beginning at a point on the United States Bulkhead Line, said point identified as Point "K" as said line and point are delineated and so designated upon that certain map entitled, "Harbor Line Survey, San Francisco Bay, 1910" Sheet No. 6 originally filed in the United States Engineer's Office, Customs House, San Francisco and currently on file in the public records of Alameda County, said Bulkhead Line also being the northerly boundary of those lands acquired by the United States of America from Central Pacific Railway Company, et al, as described in the Final Judgment of Civil Action No. 22463-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on January 11, 1944, said Point K also being a point on the northerly line of Parcel One, as said Parcel One is shown and so designated on that certain Record of Survey No. 1816, filed June 6, 2003, in Book 28 of Records of Surveys at Page 14, in said Office of the County Recorder of Alameda County, said Point K being South 72°49'42" East 2,125.03 feet from the western terminus of that certain course designated as "North 72°49'42" West 6,084.81 feet", on said Record of Survey;

Thence, from said Point of Beginning, along the northerly line of said United States of America Parcel (Civil Action No. 22463-s), the following eleven (11) courses:

- 1) South 72°49'42" East 3,960.21 feet,
- 2) South 74°11'24" East 334.26 feet,
- 3) South 17°07'59" West 17.22 feet,
- 4) South 72°52'01" East 1,716.66 feet,
- 5) North 32°41'59" East 74.13 feet,
- 6) South 57°43'01" East 83.00 feet,
- 7) South 10°51'59" West 60.00 feet,
- 8) South 79°08'01" East 261.40 feet,

9) South 82°59'01" East 535.95 feet,

10) South 87°56'01" East 451.14 feet,

11) North 89°26'59" East 99.83 feet to a point on the lands conveyed by Todd Shipyards Corporation to the United States of America by quitclaim deed recorded June 27, 1995, at Series Number 95140151 Official Records of Alameda County;

Thence, leaving said United States of America parcel, and along said Todd Shipyards Corporation parcel, the following three (3) courses:

1) South 01°07'57" West 28.62 feet,

2) North 89°28'57" East 373.66 feet, and

3) Along the arc of a tangent 1,487.52 foot radius curve to the right, through a central angle of 20°37'07", an arc distance of 535.30 feet to a point on said United States of America parcel (Civil Action No. 22463-s), said point also being the southeasterly corner of the lands conveyed by Todd Shipyards Corporation to the United States of America by quitclaim deed recorded June 27, 1995, at Series Number 95140151 Official Records of Alameda County, said point also hereinafter referred to as Point A;

Thence, from said southeasterly corner, along the easterly line of said Todd Shipyards parcel (95140151 O.R.), and along the easterly and northerly lines of Parcel Two of those lands acquired by the War Department from the City of Alameda, California, by an Act, H.R. 12661 Public, No. 514-71st Congress approved July 3, 1930 (46 Stat. 857) and known as Benton Field as transferred from the War Department to the Navy Department by Executive Order No. 7467, dated October 7, 1936, the following seven (7) courses:

1) North 01°05'59" East 839.00 feet,

2) South 77°24'58" West 510.80 feet,

3) North 87°54'37" West 1,462.78 feet,

4) North 79°04'37" West 1,394.35 feet,

5) North 73°28'07" West 6,956.16 feet, and

6) North 64°57'02" West 616.28 feet to a point on the northerly prolongation of the westerly line of said United States of America parcel (Civil Action No. 22463-s);

Thence, along said northerly prolongation, South 48°59'13" West 382.94 feet to the northerly corner of said United States of America parcel (Civil Action 22463-s);

Thence, from said northerly corner, along the northerly line of said United States of America parcel (Civil Action No. 22463-s), the following two (2) courses:

- 1) South 64°57'02" East 797.21 feet, and
- 2) South 72°49'42" East 2,125.03 feet to said Point of Beginning.

Containing 114.57 acres of land, more or less.

PARCEL TWO

Commencing at the point hereinabove referred to as Point A;

Thence, from said Point of Commencement, along the easterly line of said United States of America parcel (Civil Action No. 22463-s), South 01°06'00" West 81.85 feet to the Point of Beginning for this description, said Point of Beginning also being a point on the northerly line of Main Street;

Thence, from said Point Of Beginning, continuing along said easterly line, South 01°06'00" West 69.14 feet to the southeasterly corner of said United States of America parcel (Civil Action No. 22463-s);

Thence, from said southeasterly corner, along the southerly line of said United States of America parcel (Civil Action No. 22463-s), the following seven (7) courses:

- 1) North 84°57'01" West 1,715.25 feet,
- 2) Along the arc of a tangent 4,528.08 foot radius curve to the right, through a central angle of 12°05'00", an arc distance of 954.94 feet,
- 3) North 72°52'01" West 6,050.00 feet,
- 4) North 82°22'01" West 342.00 feet,
- 5) North 74°59'01" West 500.00 feet,
- 6) North 80°09'01" West 680.00 feet, and
- 7) North 88°44'01" West 1,758.25 feet to a point on the westerly line of the lands acquired by the United States of America from the City of Alameda by grant deed filed November 26, 1937, in Book 3583 at Page 1, Official Records of Alameda County;

Thence, along said westerly line of United States of America parcel (3583 O.R. 1), South 48°59'13" West 538.10 feet to the westerly corner of said United States of America parcel (3583 O.R. 1);

Thence, from said westerly corner along the southwesterly line of said United States of America parcel (3583 O.R. 1), South 25°21'07" East 3,096.47 feet to a point on the westerly line of that certain 623.56 acre parcel of land described in that certain Legal Description dated October 23, 2012 (Veterans Administration Parcel);

Thence, along said westerly line of said Veterans Administration Parcel, the following two (2) courses:

- 1) North 10°26'13" East 806.21 feet, and
- 2) North 00°11'58" East 534.96 feet to the northwesterly corner of said Veterans Administration Parcel;

Thence, from said northwesterly corner, along the northerly line of said Veterans Administration Parcel, the following eleven (11) courses:

- 1) South 86°08'56" East 1,471.47 feet,
- 2) along the arc of a tangent 120.01 foot radius curve to the left, through a central angle of 51°09'29", an arc distance of 107.15 feet,
- 3) North 42°41'35" East 1,001.04 feet,
- 4) along the arc of a tangent 850.06 foot radius curve to the right, through a central angle of 64°18'22", an arc distance of 954.07 feet,
- 5) South 73°00'03" East 78.68 feet,
- 6) South 84°51'24" East 146.03 feet,
- 7) South 73°00'03" East 766.82 feet,
- 8) along the arc of a tangent 480.03 foot radius curve to the right, through a central angle of 60°08'18", an arc distance of 503.85 feet,
- 9) South 12°51'45" East 180.17 feet,
- 10) along the arc of a tangent 700.05 foot radius curve to the left, through a central angle of 72°28'43", an arc distance of 885.56 feet, and
- 11) South 85°20'28" East 925.65 feet to the northeasterly corner of said Veterans Administration Parcel;

Thence, from said northeasterly corner, along the easterly line of said Veterans Administration Parcel, South 03°11'38" West 115.83 feet;

Thence, leaving said easterly line, South 85°02'04" East 656.38 feet;

Thence, South 56°45'29" East 35.37 feet;

Thence, along the arc of a non-tangent 40.43 foot radius curve to the left, from which the center of said curve bears North 70°14'44" East, through a central angle of 65°23'11", an arc distance of 46.14 feet;

Thence, South 04°51'33" West 31.50 feet;

Thence, South 85°08'27" East 1,284.03 feet;

Thence, South 04°49'01" West 1,365.00 feet;

Thence, South 05°27'15" West 1,513.50 feet;

Thence, North 85°08'27" West 1,435.56 feet;

Thence, South 05°09'49" West 601.85 feet;

Thence, North 84°54'25" West 12.54 feet;

Thence, North 81°12'34" West 79.54 feet;

Thence, South 86°02'51" West 94.81 feet;

Thence, South 69°10'07" West 39.97 feet;

Thence, South 78°51'21" West 94.45 feet;

Thence, South 88°28'56" West 116.12 feet;

Thence, North 80°51'17" West 36.04 feet to a point on said easterly line of Veterans Administration Parcel;

Thence, along said easterly line, and the southerly line of said Veterans Administration Parcel, the following ten (10) courses:

- 1) South 01°46'59" West 54.42 feet,
- 2) South 85°25'56" East 318.51 feet,
- 3) South 01°58'45" West 528.08 feet,
- 4) North 84°39'11" West 191.61 feet,
- 5) South 05°10'10" West 566.86 feet,
- 6) North 84°58'35" West 1,422.81 feet,

- 7) North 32°14'50" West 1,306.73 feet,
- 8) North 84°54'12" West 1,471.16 feet,
- 9) North 55°42'34" West 839.27 feet,
- 10) North 87°00'26" West 663.66 feet to a point on said southwesterly line of United States of America parcel (3583 O.R. 1);

Thence, along said southwesterly line of United States of America parcel (3583 O.R. 1), and along the southerly line of said Navy Department parcel (Executive Order No. 7467), South 25°21'07" East 11,839.24 feet to the southerly corner of Parcel Two of those lands acquired by the War Department from the City of Alameda, California, by an Act, H.R. 12661 Public, No. 514-71st Congress approved July 3, 1930 (46 Stat. 857) and known as Benton Field as transferred from the War Department to the Navy Department by Executive Order No. 7467, dated October 7, 1936;

Thence, from said southerly corner, along the southeasterly line of said Navy Department parcel (Executive Order No. 7467), North 17°07'59" East 5,586.48 feet to the southwestern corner of that area commonly known as Naval Air Station Alameda, described in the lease between the City of Alameda and the United States of America and filed with the Department of the Navy at Document Number NOY(R)-54077;

Thence, from said southwestern corner, along the southerly line of said Lease Area NOY(R)-54077, the following two (2) courses:

- 1) South 85°07'20" East 3,804.17 feet, and
- 2) South 63°45'01" East 107.26 feet to the southeastern corner of said Lease Area NOY(R)-54077;

Thence, from said southeastern corner, along the easterly line of said Lease Area NOY(R)-54077, North 01°05'59" East 1,296.69 feet to the northeastern corner of said Lease Area NOY(R)-54077;

Thence, from said northeastern corner, along the northerly line of said Lease Area NOY(R)-54077, North 63°45'01" West 3,509.58 feet to a point on the easterly line of said Navy Department parcel (Executive Order No. 7467);

Thence, along said easterly line, North 46°05'58" East 1,616.35 feet;

Thence, leaving said easterly line, North 04°51'33" East 1,390.09 feet;

Thence, North 85°08'27" West 1,426.04 feet;

Thence, North 04°11'42" East 1,511.20 feet;

Thence, North 04°49'01" East 1,819.07 feet;

Thence, along the arc of a non-tangent 4,553.08 foot radius curve to the left, from which the center of said curve bears North 10°14'36" East, through a central angle of 05°11'37", an arc distance of 412.72 feet;

Thence, South 84°57'01" East 1,596.61 feet;

Thence, along the arc of a non-tangent 675.00 foot radius curve to the right, from which the center of said curve bears South 06°35'54" West, through a central angle of 55°42'51", an arc distance of 656.37 feet;

Thence, South 27°41'15" East 102.57 feet to a point on the Ordinary High Tide Line, as said Ordinary High Tide Line is shown and so designated on that certain map entitled "Map No. 2 of the Salt Marsh and Tide Lands, Situate in the County of Alameda, State of California," prepared in 1871 by order of the Board of Tide Land Commissioners, under the authority and in accordance with the provisions of an Act of the Legislature, approved April 1871 (as surveyed under the direction of G.F. Allardt, Chief Engineer);

Thence, along said Ordinary High Tide Line North 47°08'59" East 108.79 to a on the easterly line of said Main Street;

Thence, along said easterly line and the northerly of Main Street, the following two (2) courses:

- 1) North 27°41'15" West 74.12 feet, and
- 2) Along the arc of tangent 780.00 foot radius curve to the left, through a central angle of 47°30'40", an arc distance of 646.80 feet to said point of beginning.

Containing 1,363.49 acres of land, more or less.

Courses are based on the California Coordinate System of 1983, Zone 3. Distances shown are ground distances. To obtain grid distances divide ground distances by the combined scale factor of 1.00007055, as shown on that certain Record of Survey No. 1816, filed June 6, 2002, in Book 28 of Records of Surveys at Page 14, Alameda County Records.

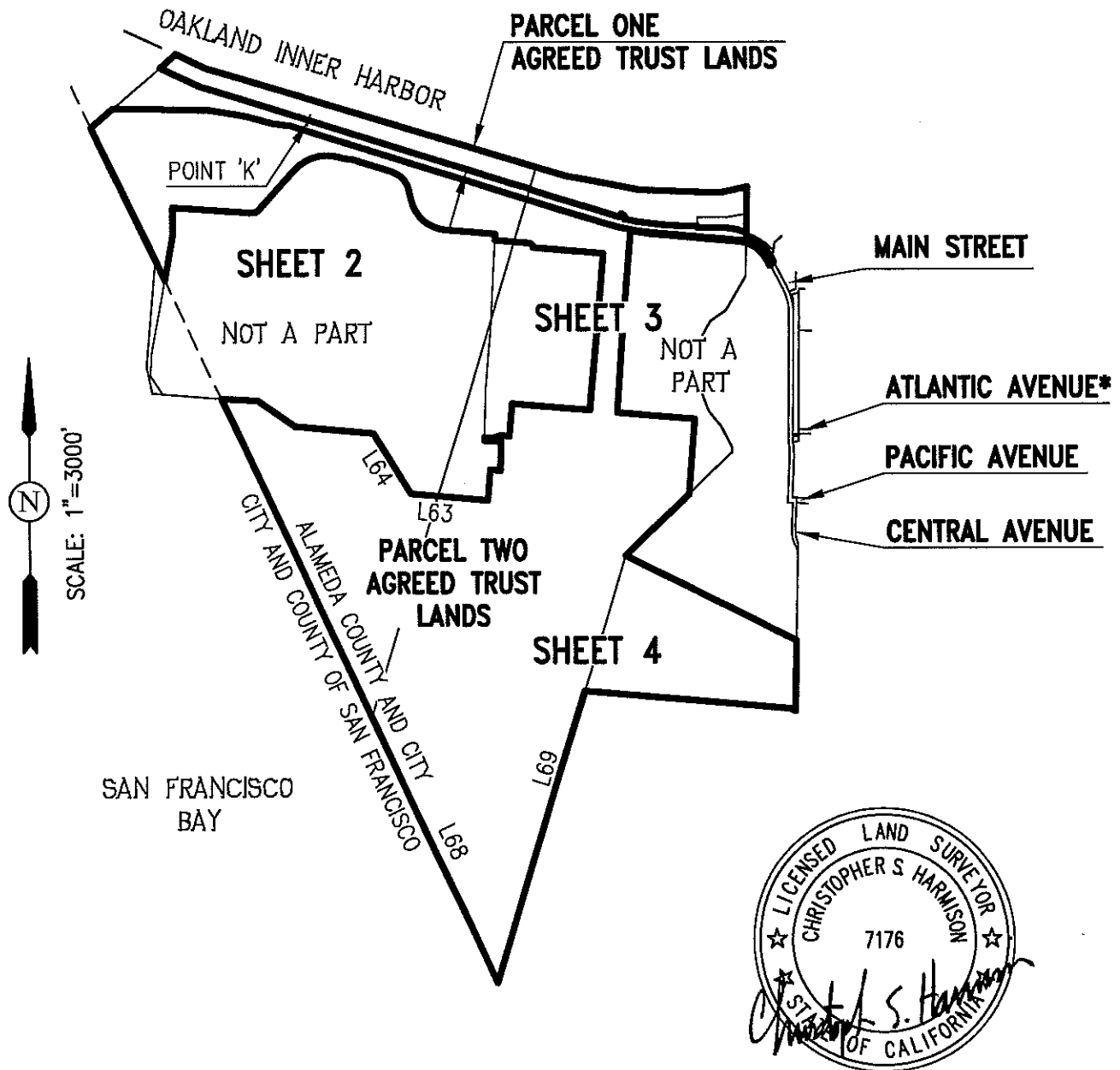
END OF DESCRIPTION



Christopher S. Harmison

Christopher S. Harmison, P.L.S.
L.S. No. 7176

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



* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY

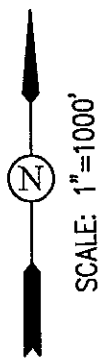
EXHIBIT E

PLAT OF AGREED TRUST LANDS

ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 1 OF 5



SCALE: 1"=1000'

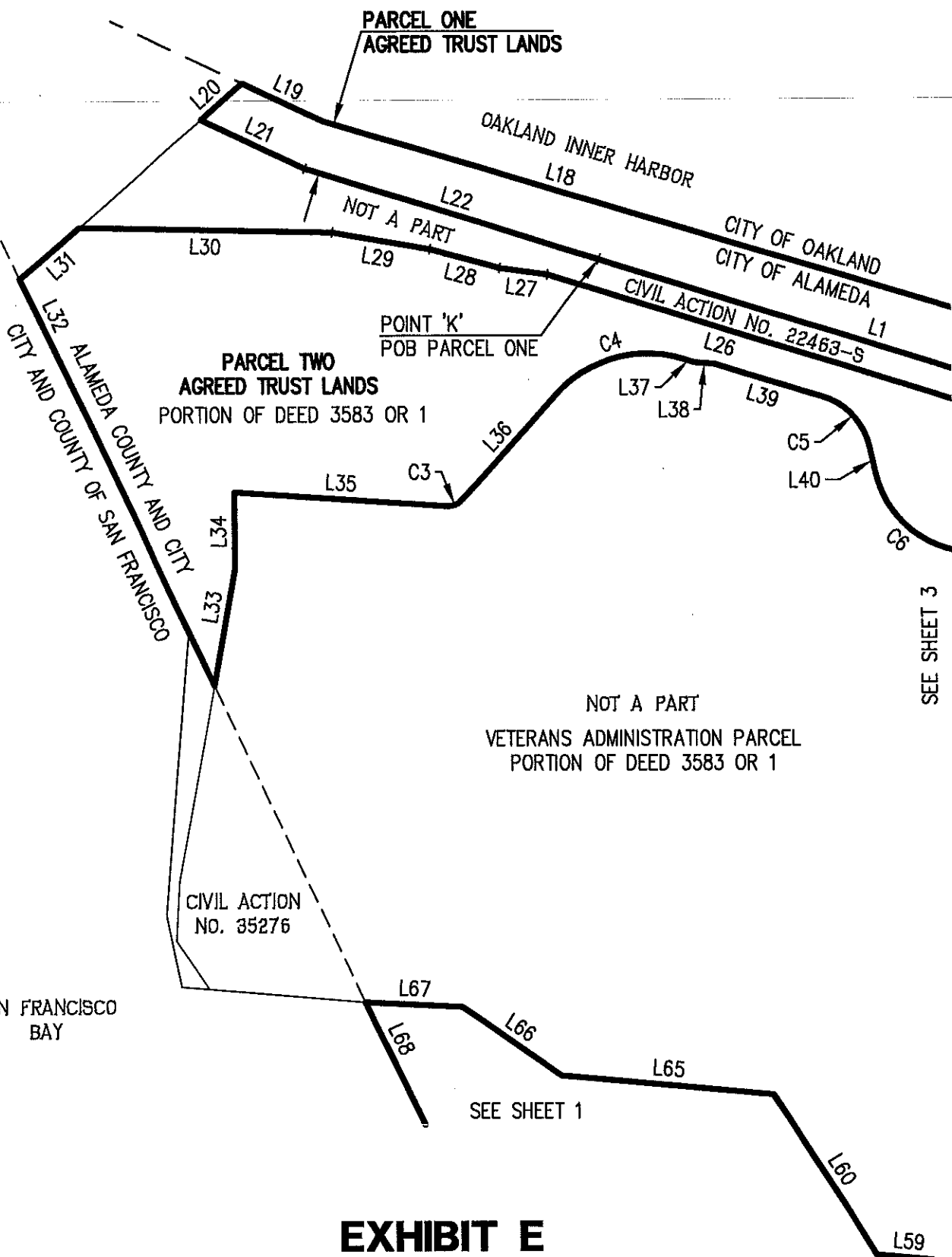
SAN FRANCISCO BAY

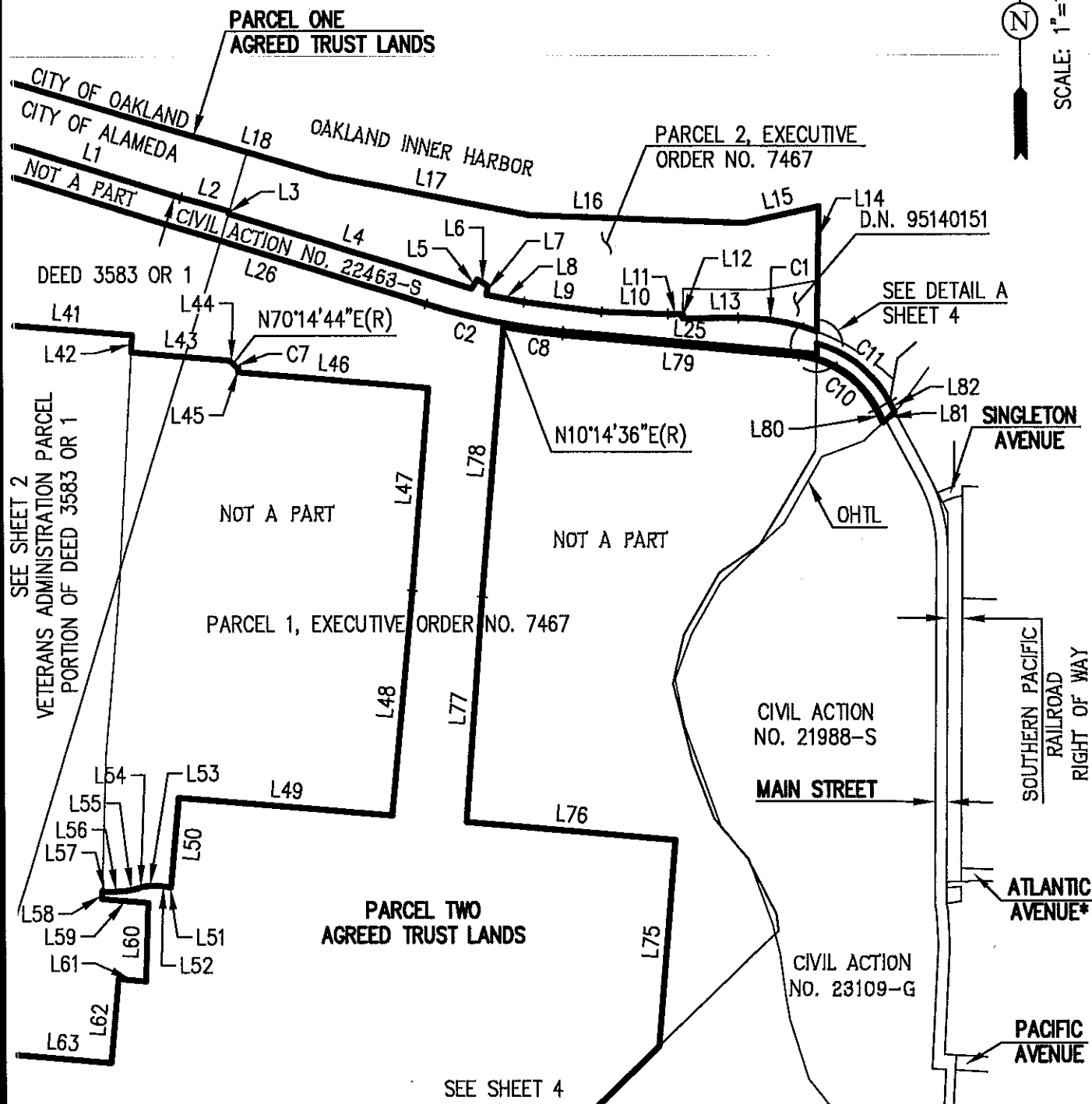
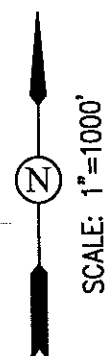
EXHIBIT E PLAT OF AGREED TRUST LANDS ALAMEDA, CALIFORNIA

SEE SHEET 5 FOR TABLES

JULY 30, 2012

SHEET 2 OF 5





OHTL= ORDINARY HIGH TIDE LINE PER "MAP NO. 2 OF THE SALT MARSH AND TIDE LANDS"

* ATLANTIC AVENUE, CURRENTLY KNOWN AS RALPH APPEZZATO MEMORIAL PARKWAY

EXHIBIT E

PLAT OF AGREED TRUST LANDS

ALAMEDA, CALIFORNIA

SEE SHEET 5 FOR TABLES

JULY 30, 2012

SHEET 3 OF 5

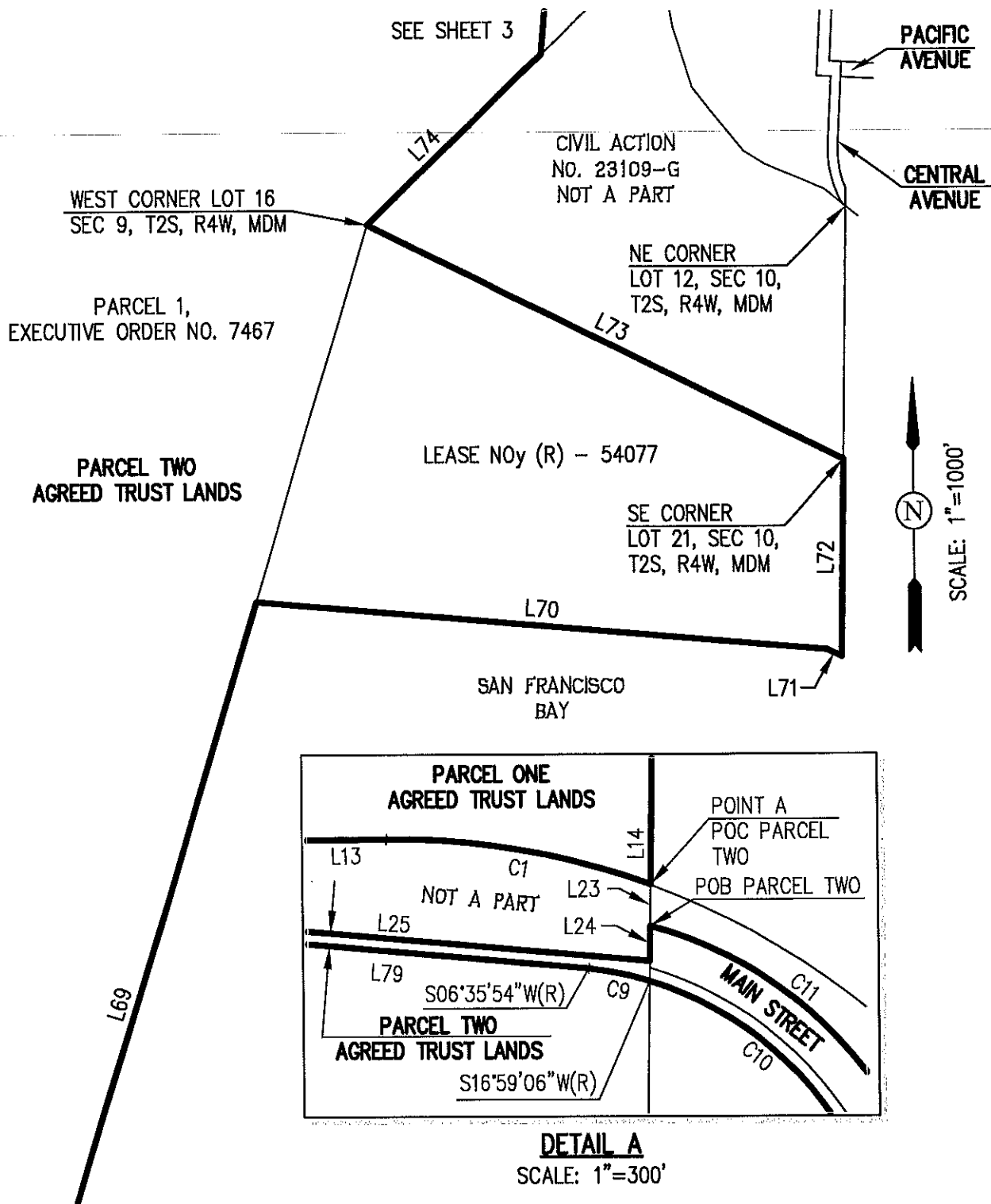


EXHIBIT E **PLAT OF AGREED TRUST LANDS** **ALAMEDA, CALIFORNIA**

LINE TABLE		
NO.	BEARING	LENGTH
L1	S72°49'42"E	3960.21'
L2	S74°11'24"E	334.26'
L3	S17°07'59"W	17.22'
L4	S72°52'01"E	1716.66'
L5	N32°41'59"E	74.13'
L6	S57°43'01"E	83.00'
L7	S10°51'59"W	60.00'
L8	S79°08'01"E	261.40'
L9	S82°59'01"E	535.95'
L10	S87°56'01"E	451.14'
L11	N89°26'59"E	99.83'
L12	S01°07'57"W	28.62'
L13	N89°28'57"E	373.66'
L14	N01°05'59"E	839.00'
L15	S77°24'58"W	510.80'
L16	N87°54'37"W	1462.78'
L17	N79°04'37"W	1394.35'
L18	N73°28'07"W	6956.16'
L19	N64°57'02"W	616.28'
L20	S48°59'13"W	382.94'
L21	S64°57'02"E	797.21'
L22	S72°49'42"E	2125.03'
L23	S01°06'00"W	81.85'
L24	S01°06'00"W	69.14'
L25	N84°57'01"W	1715.25'
L26	N72°52'01"W	6050.00'
L27	N82°22'01"W	342.00'
L28	N74°59'01"W	500.00'
L29	N80°09'01"W	680.00'
L30	N88°44'01"W	1758.25'
L31	S48°59'13"W	538.10'
L32	S25°21'07"E	3096.47'
L33	N10°26'13"E	806.21'
L34	N00°11'58"E	534.96'

LINE TABLE		
NO.	BEARING	LENGTH
L35	S86°08'56"E	1471.47'
L36	N42°41'35"E	1001.04'
L37	S73°00'03"E	78.68'
L38	S84°51'24"E	146.03'
L39	S73°00'03"E	766.82'
L40	S12°51'45"E	180.17'
L41	S85°20'28"E	925.65'
L42	S03°11'38"W	115.83'
L43	S85°02'04"E	656.38'
L44	S56°45'29"E	35.37'
L45	S04°51'33"W	31.50'
L46	S85°08'27"E	1284.03'
L47	S04°49'01"W	1365.00'
L48	S05°27'15"W	1513.50'
L49	N85°08'27"W	1435.56'
L50	S05°09'49"W	601.85'
L51	N84°54'25"W	12.54'
L52	N81°12'34"W	79.54'
L53	S86°02'51"W	94.81'
L54	S69°10'07"W	39.97'
L55	S78°51'21"W	94.45'
L56	S88°28'56"W	116.12'
L57	N80°51'17"W	36.04'
L58	S01°46'59"W	54.42'
L59	S85°25'56"E	318.51'
L60	S01°58'45"W	528.08'
L61	N84°39'11"W	191.61'
L62	S05°10'10"W	566.86'
L63	N84°58'35"W	1422.81'
L64	N32°14'50"W	1306.73'
L65	N84°54'12"W	1471.16'
L66	N55°42'34"W	839.27'
L67	N87°00'26"W	663.66'
L68	S25°21'07"E	11839.24'

LINE TABLE		
NO.	BEARING	LENGTH
L69	N17°07'59"E	5586.48'
L70	S85°07'20"E	3804.17'
L71	S63°45'01"E	107.26'
L72	N01°05'59"E	1296.69'
L73	N63°45'01"W	3509.58'
L74	N46°05'58"E	1616.35'
L75	N04°51'33"E	1390.09'
L76	N85°08'27"W	1426.04'
L77	N04°11'42"E	1511.20'
L78	N04°49'01"E	1819.07'
L79	S84°57'01"E	1596.61'
L80	S27°41'15"E	102.57'
L81	N47°08'59"E	108.79'
L82	N27°41'15"W	74.12'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	1487.52'	20°37'07"	535.30'
C2	4528.08'	12°05'00"	954.94'
C3	120.01'	51°09'29"	107.15'
C4	850.06'	64°18'22"	954.07'
C5	480.03'	60°08'18"	503.85'
C6	700.05'	72°28'43"	885.56'
C7	40.43'	65°23'11"	46.14'
C8	4553.08'	05°11'37"	412.72'
C9	675.00'	10°23'12"	122.37'
C10	675.00'	45°19'39"	534.00'
C11	780.00'	47°30'40"	646.80'

EXHIBIT E
PLAT OF AGREED TRUST LANDS
ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 5 OF 5

EXHIBIT F

**EXHIBIT F
LAND DESCRIPTION**

W 25109/AD 617

AGREED NON-TRUST LANDS

One parcel of land lying in the incorporated territory of the City of Alameda, County of Alameda, State of California, described as follows:

Being a portion of that certain parcel of land formerly known as Naval Air Station Alameda, described as follows:

Commencing at a point on the United States Bulkhead Line, said point identified as Point "K" as said line and point are delineated and so designated upon that certain map entitled, "Harbor Line Survey, San Francisco Bay, 1910" Sheet No. 6 originally filed in the United States Engineer's Office, Customs House, San Francisco and currently on file in the Public Records of Alameda County, said Bulkhead Line also being the northerly boundary of those lands acquired by the United States of America from Central Pacific Railway Company, et al, as described in the Final Judgment of Civil Action No. 22463-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on January 11, 1944, said Point K also being a point on the northerly line of Parcel One, as said Parcel One is shown and so designated on that certain Record of Survey No. 1816, filed June 6, 2003, in Book 28 of Records of Surveys at Page 14, in said Office of the County Recorder of Alameda County, said Point K being South 72°49'42" East 2,125.03 feet from the western terminus of that certain course designated as "North 72°49'42" West 6,084.81 feet", on said Record of Survey;

Thence, from said Point of Commencement, along the northerly line of said United States of America Parcel (Civil Action No. 22463-s), the following eleven (11) courses:

- 1) South 72°49'42" East 3,960.21 feet,
- 2) South 74°11'24" East 334.26 feet,
- 3) South 17°07'59" West 17.22 feet,
- 4) South 72°52'01" East 1,716.66 feet,
- 5) North 32°41'59" East 74.13 feet,
- 6) South 57°43'01" East 83.00 feet,
- 7) South 10°51'59" West 60.00 feet,
- 8) South 79°08'01" East 261.40 feet,
- 9) South 82°59'01" East 535.95 feet,

- 10) South 87°56'01" East 451.14 feet,
- 11) North 89°26'59" East 99.83 feet to a point on the lands conveyed by Todd Shipyards Corporation to the United States of America by quitclaim deed recorded June 27, 1995, at Series Number 95140151 Official Records of Alameda County;

Thence, leaving said United States of America parcel, and along said Todd Shipyards Corporation parcel, the following three (3) courses:

- 1) South 01°07'57" West 28.62 feet,
- 2) North 89°28'57" East 373.66 feet, and
- 3) Along the arc of a tangent 1,487.52 foot radius curve to the right, through a central angle of 20°37'07", an arc distance of 535.30 feet to a point on said United States of America parcel (Civil Action No. 22463-s), said point also being the southeasterly corner of the lands conveyed by Todd Shipyards Corporation to the United States of America by quitclaim deed recorded June 27, 1995, at Series Number 95140151 Official Records of Alameda County;

Thence, from said southeasterly corner, along the easterly line of said United States of America parcel (Civil Action No. 22463-s) and the southerly prolongation thereof, South 01°05'59" West 190.43 feet;

Thence, leaving said southerly prolongation, along the arc of a non-tangent 675.00 foot radius curve to the right, from which the center of said curve bears South 16°59'06" West, through a central angle of 45°19'39", an arc distance of 534.00 feet;

Thence, South 27°41'15" East 102.57 feet to a point on the Ordinary High Tide Line, as said Ordinary High Tide Line is shown and so designated on that certain map entitled "Map No. 2 of Salt Marsh and Tide Lands, Situate in the County of Alameda, State of California," prepared in 1871 by order of the Board of Tide Land Commissioners, under the authority and in accordance with the provisions of an Act of the Legislature, approved April 1871 (as surveyed under the direction of G.F. Allardt, Chief Engineer), said point being the Point of Beginning for this description;

Thence, from said Point of Beginning, leaving said Ordinary High Tide Line, South 27°41'15" East 478.03 feet;

Thence, along the arc of a tangent 935.00 foot radius curve to the right, through a central angle of 28°15'00", an arc distance of 461.01 feet;

Thence, South 00°33'45" West 343.32 feet;

Thence, South 89°26'15" East 25.00 feet to a point on the westerly line of Main Street (80.00 feet wide);

Thence, along said westerly line of Main Street, the following six (6) courses:

- 1) South 00°33'45" West 2,001.27 feet,
- 2) South 00°34'41" West 19.09 feet,
- 3) South 11°23'41" East 51.68 feet,
- 4) South 03°29'37" East 201.46 feet,
- 5) South 03°01'15" West 50.03 feet, and
- 6) South 03°08'24" West 800.54 feet;

Thence, leaving said westerly line of Main Street, South 18°27'17" East 258.12 feet to a point on the westerly line of Central Avenue;

Thence, along said westerly line of Central Avenue, the following two (2) courses:

- 1) South 03°08'24" West 211.56 feet, and
- 2) Along the arc of a tangent 711.34 foot radius curve to the left, through a central angle of 31°03'41", an arc distance of 385.63 feet;

Thence, leaving said westerly line of Central Avenue, South 01°05'59" West 855.47 feet;

Thence, North 85°08'27" West 2,050.18 feet to a point on the southerly line of the lands acquired by the United States of America from Louis M. MacDermot, et al, as described in Final Judgment of Civil Action No. 23109-g filed in the District Court of the United States in and for the Northern District of California, Southern Division December 12, 1944, said point also being a point on the southerly line of Lot 9, Section 10, Township 2 South, Range 4 West, Mount Diablo Base and Meridian as shown on said map entitled "Map No. 2 of Salt Marsh and Tide Lands";

Thence, along said southerly line of United States parcel (Civil Action No. 23109-g), North 63°45'01" West 277.99 feet;

Thence, leaving said southerly line of United States parcel (Civil Action No. 23109-g), North 04°47'01" East 690.23 feet to a point on the northerly line of said Lot 9;

Thence, along said northerly line of Lot 9, North 73°08'54" East 106.43 feet;

Thence, leaving said northerly line of Lot 9, South 85°12'59" East 92.27 feet;

Thence, North 04°47'01" East 36.60 feet to a point on said northerly line of Lot 9;

Thence, along said northerly line of Lot 9, and Lot 10 and Lot 11, Section 10 Township 2 South, Range 4 West, Mount Diablo Base and Meridian as shown on said map entitled "Map No. 2 of Salt Marsh and Tide Lands", North 73°08'54" East 1,282.46 feet to a point on said Ordinary High Tide Line;

Thence, along said Ordinary High Tide Line, the following two (2) courses:

- 1) North 38°21'01" West 252.78 feet, and
- 2) North 17°36'01" West 265.32 feet to the southeasterly corner of Lot 6, Section 10, Township 2 South, Range 4 West, Mount Diablo Base and Meridian as shown on said map entitled "Map No. 2 of Salt Marsh and Tide Lands";

Thence, from said southeasterly corner, along the southeasterly line of said Lot 6 and the southeasterly line of Lot 7 and Lot 8, Section 10, Township 2 South, Range 4 West, Mount Diablo Base and Meridian as shown on said map entitled "Map No. 2 of Salt Marsh and Tide Lands", South 73°08'54" West 987.46 feet;

Thence, leaving said southeasterly line of Lot 8, North 05°10'25" East 253.01 feet to a point on the northwesterly line of said United States of America parcel (Civil Action No. 23109-g), said point also being a point on the northwesterly line of said Lot 8;

Thence, along said northwesterly line of said United States of America parcel (Civil Action No. 23109-g), North 46°05'58" East 1,085.48 feet to a point on said Ordinary High Tide Line;

Thence, along said Ordinary High Tide Line, the following eleven (11) courses:

- 1) North 13°21'01" West 70.22 feet,
- 2) North 19°21'01" West 462.00 feet,
- 3) North 41°21'01" West 277.20 feet,
- 4) North 19°51'01" West 739.20 feet,
- 5) North 10°51'01" West 310.20 feet,
- 6) North 20°38'59" East 323.40 feet,

- 7) North 29°38'59" East 396.00 feet,
- 8) North 46°53'59" East 580.80 feet,
- 9) North 29°53'59" East 514.80 feet,
- 10) North 69°38'59" East 303.60 feet, and
- 11) North 47°08'59" East 179.59 feet to said Point of Beginning.

Containing 197.17 acres of land, more or less.

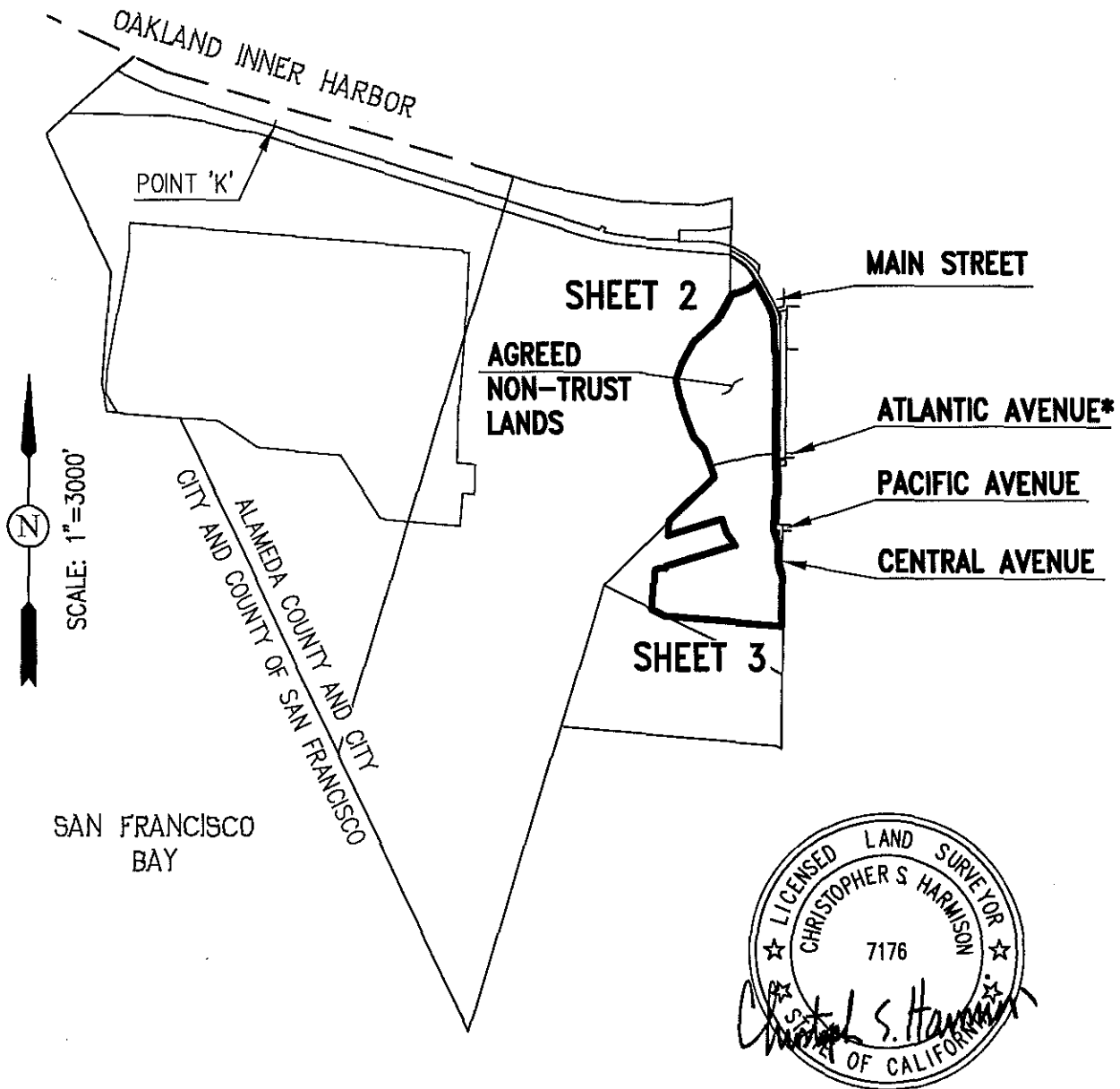
Courses are based on the California Coordinate System of 1983, Zone 3. Distances shown are ground distances. To obtain grid distances divide ground distances by the combined scale factor of 1.00007055, as shown on that certain Record of Survey No. 1816, filed June 6, 2002, in Book 28 of Records of Surveys at Page 14, Alameda County Records.

END OF DESCRIPTION



Christopher S. Harmison
Christopher S. Harmison, P.L.S.
L.S. No. 7176

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

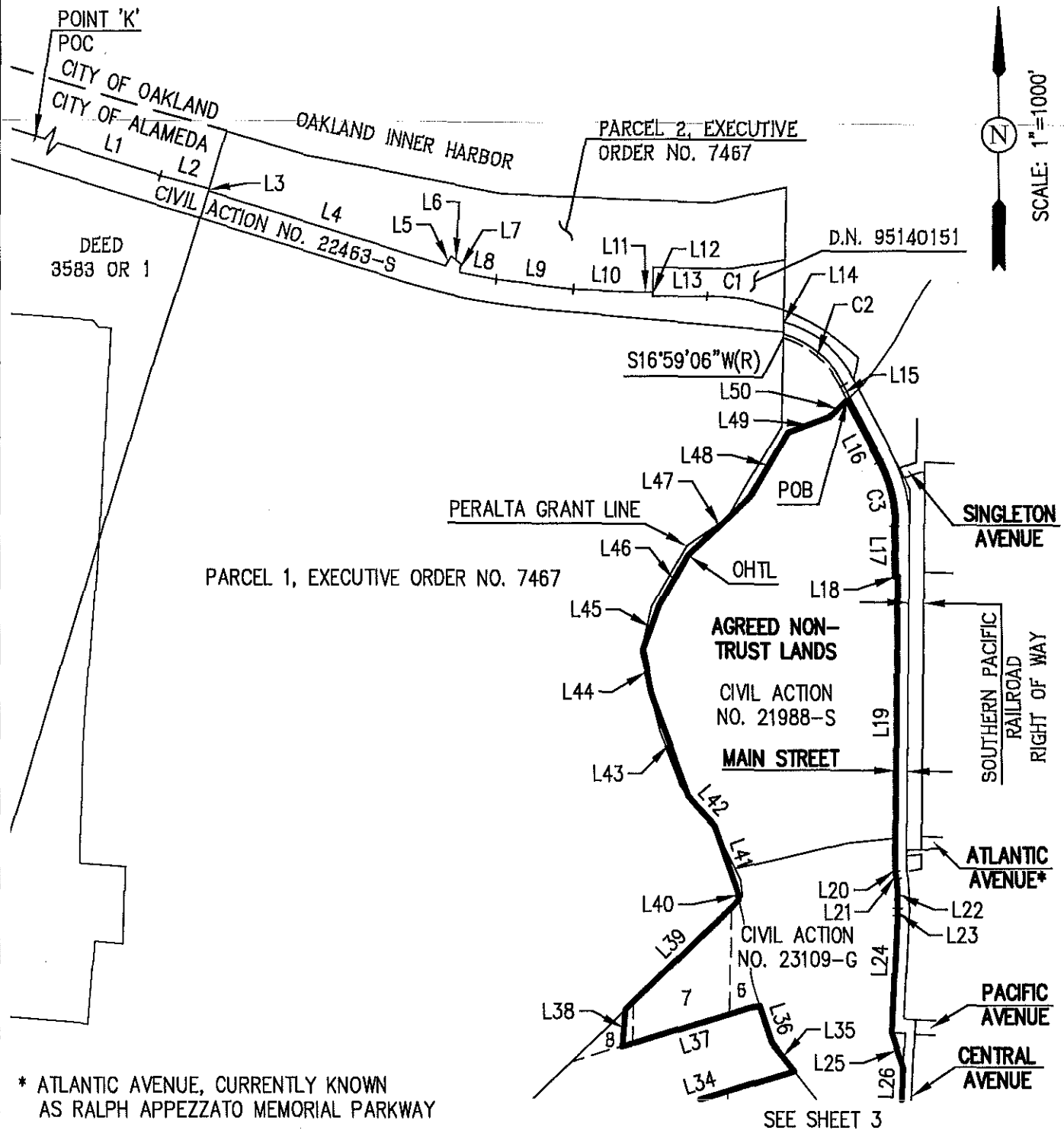


* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY

EXHIBIT F
PLAT OF AGREED NON-TRUST LANDS
ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 1 OF 3



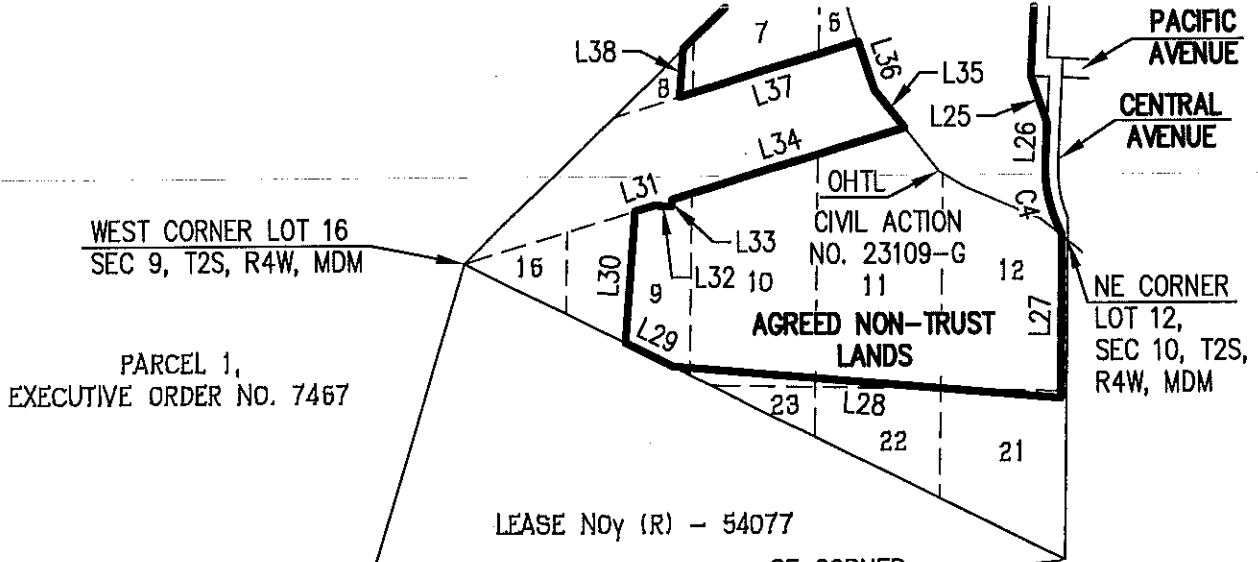
* ATLANTIC AVENUE, CURRENTLY KNOWN AS RALPH APPEZZATO MEMORIAL PARKWAY

OHTL= ORDINARY HIGH TIDE LINE PER "MAP NO. 2 OF SALT MARSH AND TIDE LANDS"

EXHIBIT F

PLAT OF AGREED NON-TRUST LANDS ALAMEDA, CALIFORNIA

SEE SHEET 2

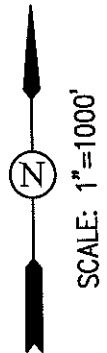


LINE TABLE		
NO.	BEARING	LENGTH
L1	S72°49'42"E	3960.21'
L2	S74°11'24"E	334.26'
L3	S17°07'59"W	17.22'
L4	S72°52'01"E	1716.66'
L5	S32°41'59"W	74.13'
L6	S57°43'01"E	83.00'
L7	S10°51'59"W	60.00'
L8	S79°08'01"E	261.40'
L9	S82°59'01"E	535.95'
L10	S87°56'01"E	451.14'
L11	S89°26'59"W	99.83'
L12	S01°07'57"W	28.62'
L13	S89°28'57"W	373.66'
L14	S01°05'59"W	190.43'
L15	S27°41'15"E	102.57'
L16	S27°41'15"E	478.03'
L17	S00°33'45"W	343.32'
L18	S89°26'15"E	25.00'
L19	S00°33'45"W	2020.36'
L20	S00°34'41"W	19.09'

LINE TABLE		
NO.	BEARING	LENGTH
L21	S11°23'41"E	51.68'
L22	S03°29'37"E	201.46'
L23	S03°01'15"W	50.03'
L24	S03°08'24"W	800.54'
L25	S18°27'17"E	258.12'
L26	S03°08'24"W	211.56'
L27	S01°05'59"W	855.47'
L28	N85°08'27"W	2050.18'
L29	N63°45'01"W	277.99'
L30	N04°47'01"E	690.23'
L31	N73°08'54"E	106.43'
L32	S85°12'59"E	92.27'
L33	N04°47'01"E	36.60'
L34	N73°08'54"E	1282.46'
L35	N38°21'01"W	252.78'
L36	N17°36'01"W	265.32'
L37	S73°08'54"W	987.46'
L38	N05°10'25"E	253.01'
L39	N46°05'58"E	1085.48'
L40	N13°21'01"W	70.22'

LINE TABLE		
NO.	BEARING	LENGTH
L41	N19°21'01"W	462.00'
L42	N41°21'01"W	277.20'
L43	N19°51'01"W	739.20'
L44	N10°51'01"W	310.20'
L45	N20°38'59"E	323.40'
L46	N29°38'59"E	396.00'
L47	N46°53'59"E	580.80'
L48	N29°53'59"E	514.80'
L49	N69°38'59"E	303.60'
L50	N47°08'59"E	179.59'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	1487.52'	20°37'07"	535.30'
C2	675.00'	45°19'39"	534.00'
C3	935.00'	28°15'00"	461.01'
C4	711.34'	31°03'41"	385.63'



OHTL= ORDINARY HIGH TIDE LINE PER "MAP NO. 2
OF SALT MARSH AND TIDE LANDS"

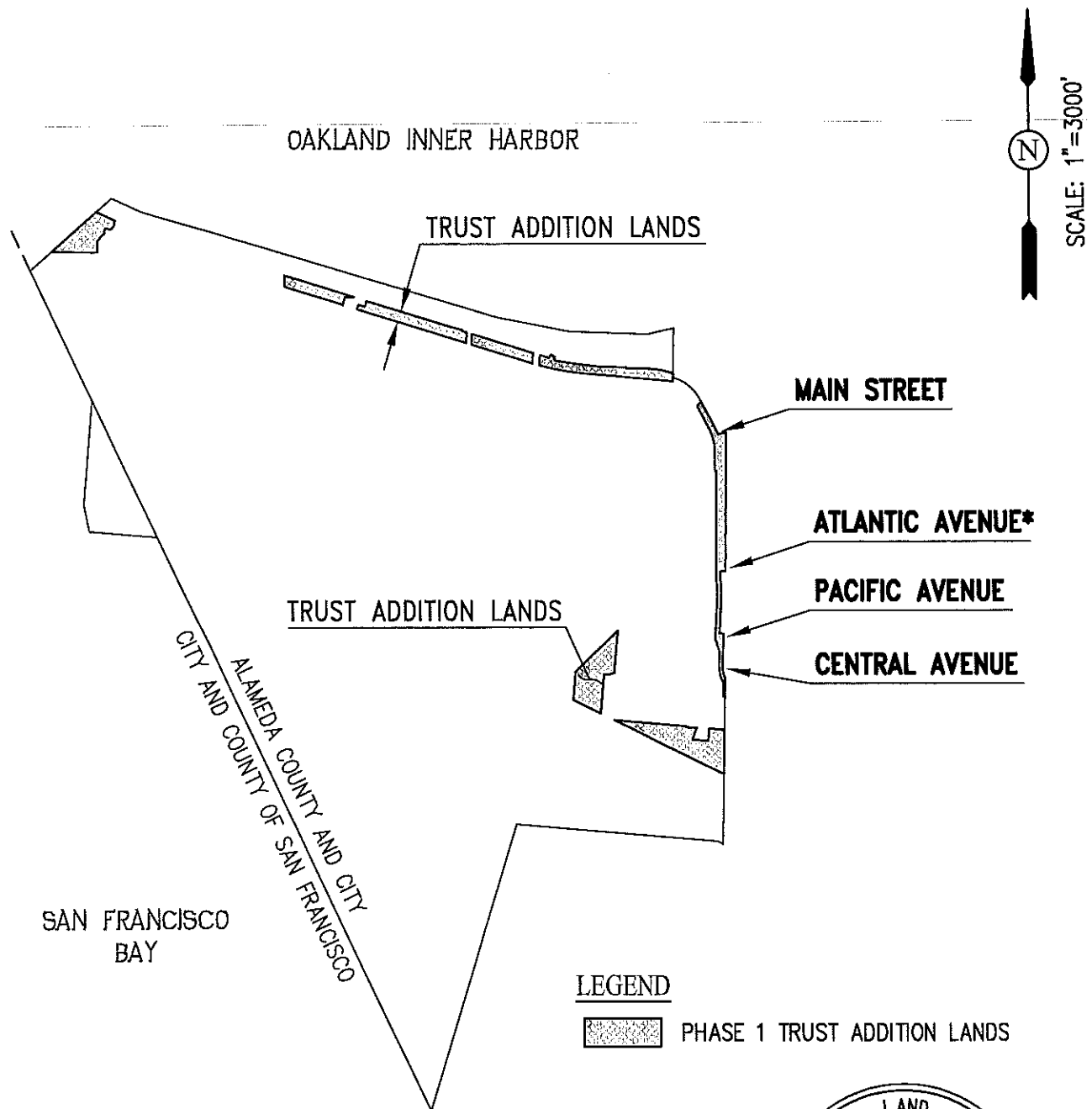
EXHIBIT F **PLAT OF AGREED NON-TRUST LANDS** **ALAMEDA, CALIFORNIA**

JULY 30, 2012

SHEET 3 OF 3

EXHIBIT G

THIS PLAT IS FOR GENERAL REFERENCE ONLY.



* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY



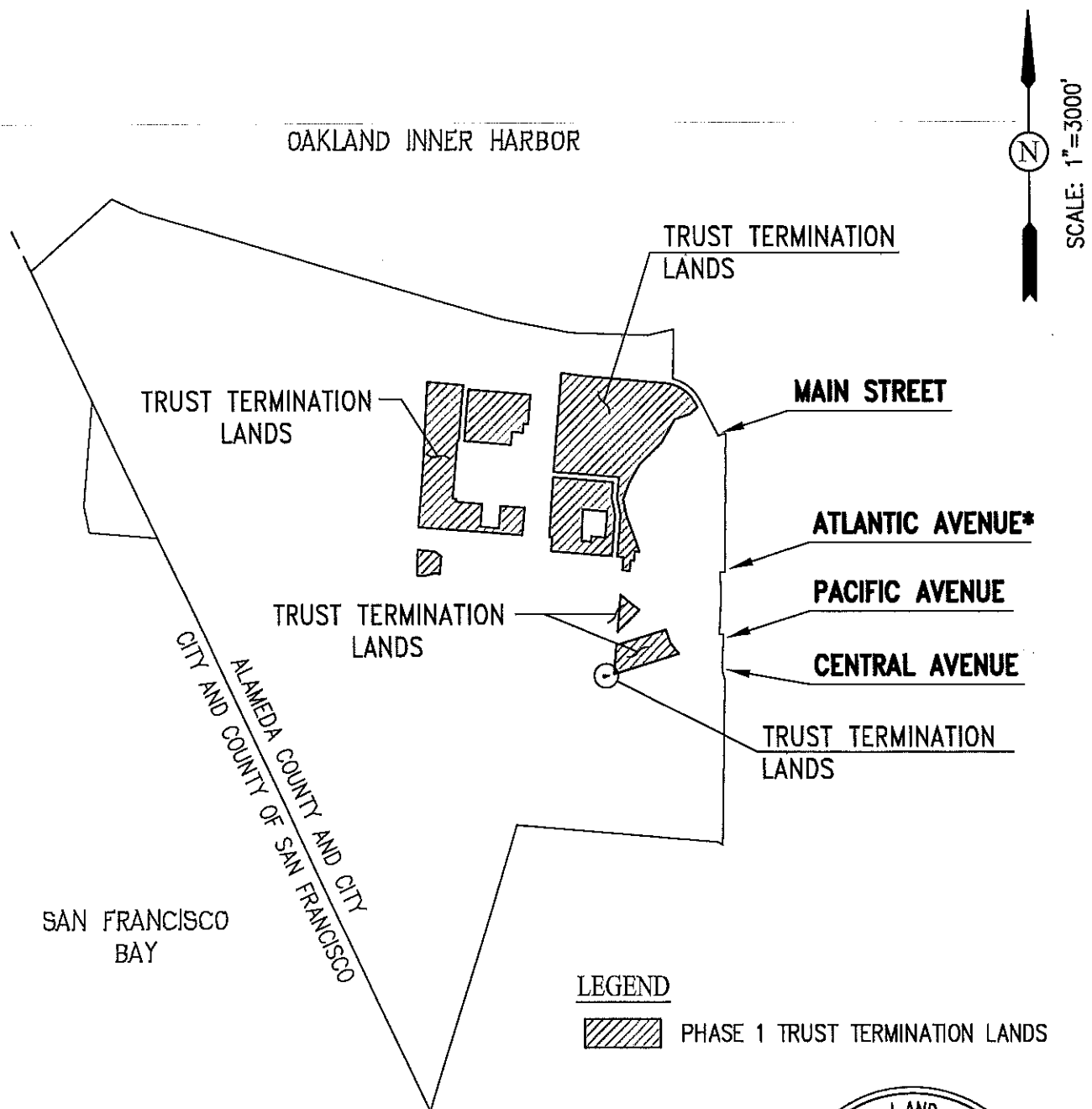
EXHIBIT G
ILLUSTRATIVE PLAT
PHASE 1 TRUST ADDITION LANDS
ALAMEDA, CALIFORNIA

AUGUST 15, 2013

SHEET 1 OF 1

EXHIBIT H

THIS PLAT IS FOR GENERAL REFERENCE ONLY.



* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY



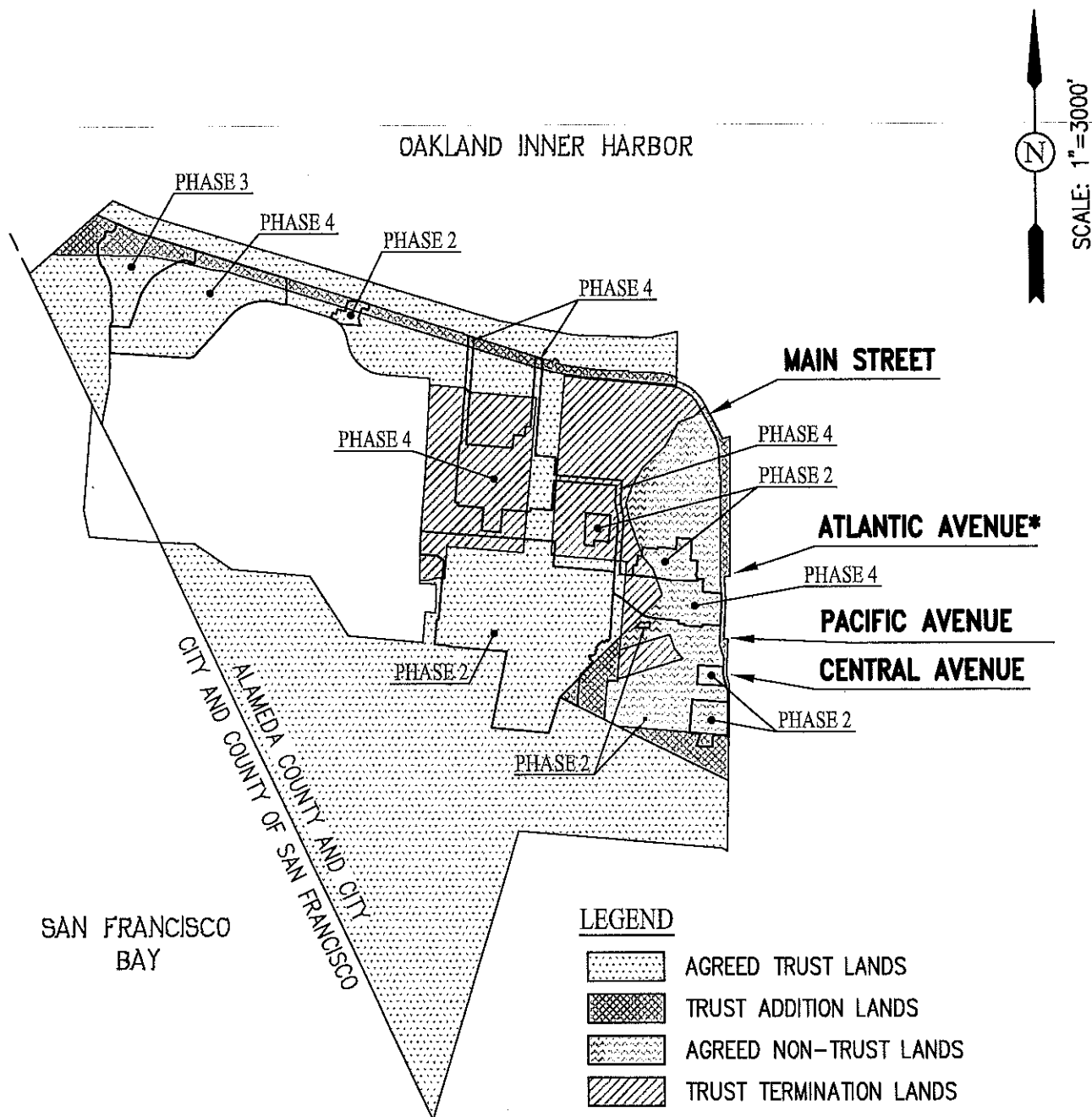
EXHIBIT H
ILLUSTRATIVE PLAT
PHASE 1 TRUST TERMINATION LANDS
ALAMEDA, CALIFORNIA

AUGUST 15, 2013

SHEET 1 OF 1

EXHIBIT I

THIS PLAT IS FOR GENERAL REFERENCE ONLY.



* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY

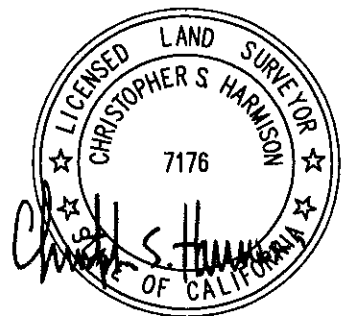
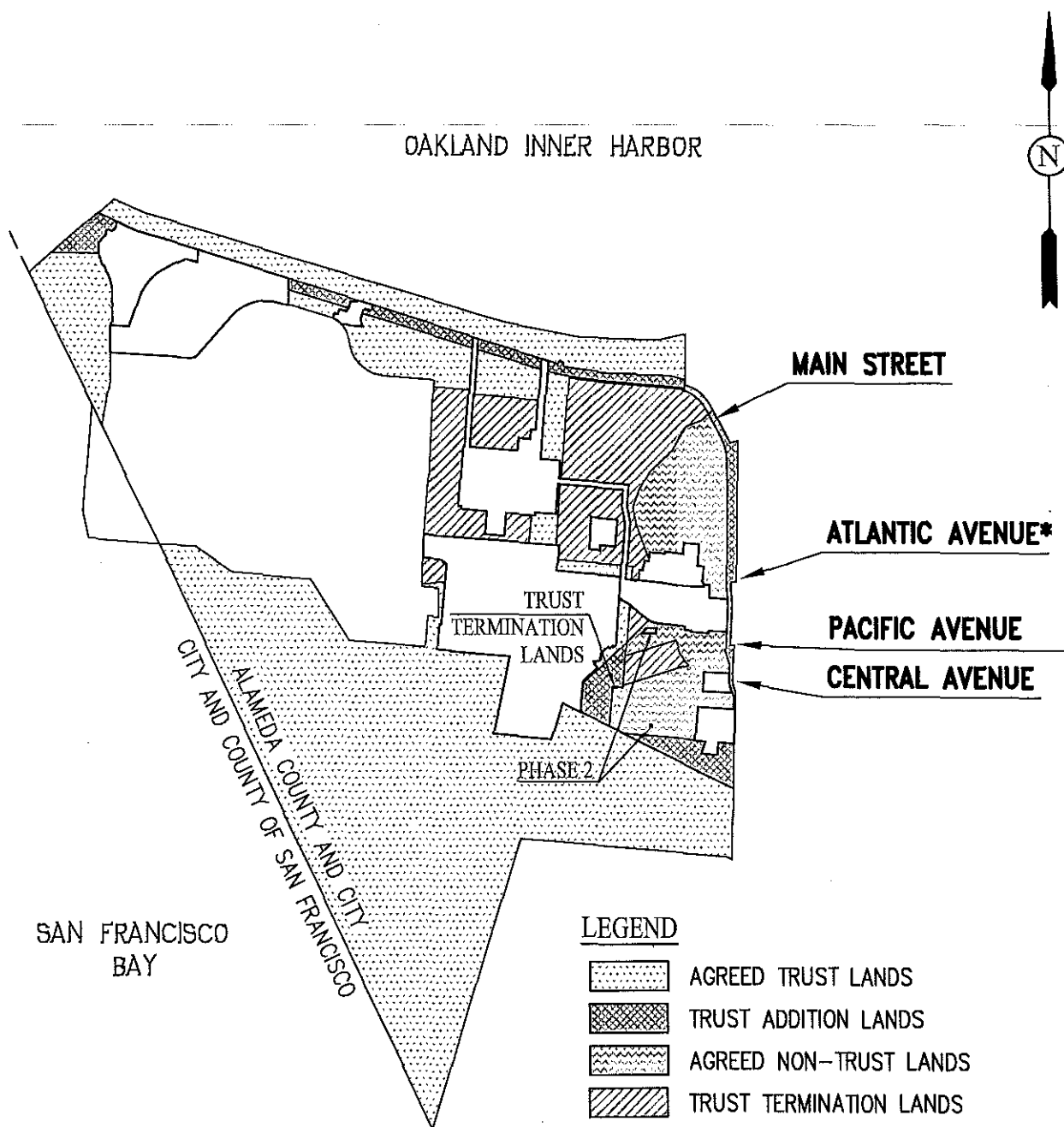


EXHIBIT I
ILLUSTRATIVE PLAT
PHASE AREAS - PHASES 1-4
ALAMEDA, CALIFORNIA

AUGUST 15, 2013

SHEET 1 OF 5

THIS PLAT IS FOR GENERAL REFERENCE ONLY.



* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY

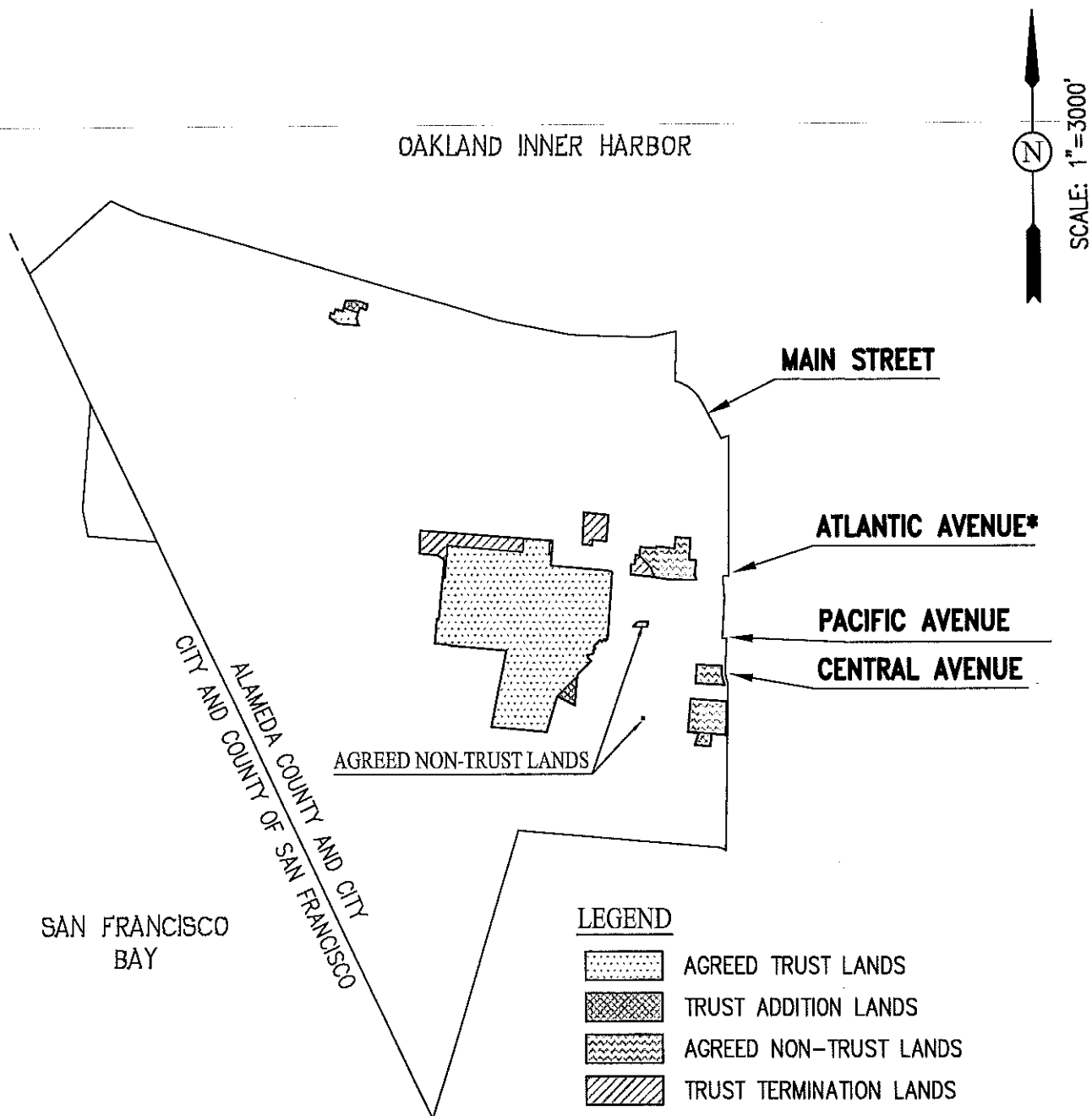
EXHIBIT I
ILLUSTRATIVE PLAT
PHASE AREAS - PHASE 1
ALAMEDA, CALIFORNIA

AUGUST 15, 2013



SHEET 2 OF 5

THIS PLAT IS FOR GENERAL REFERENCE ONLY.



* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY

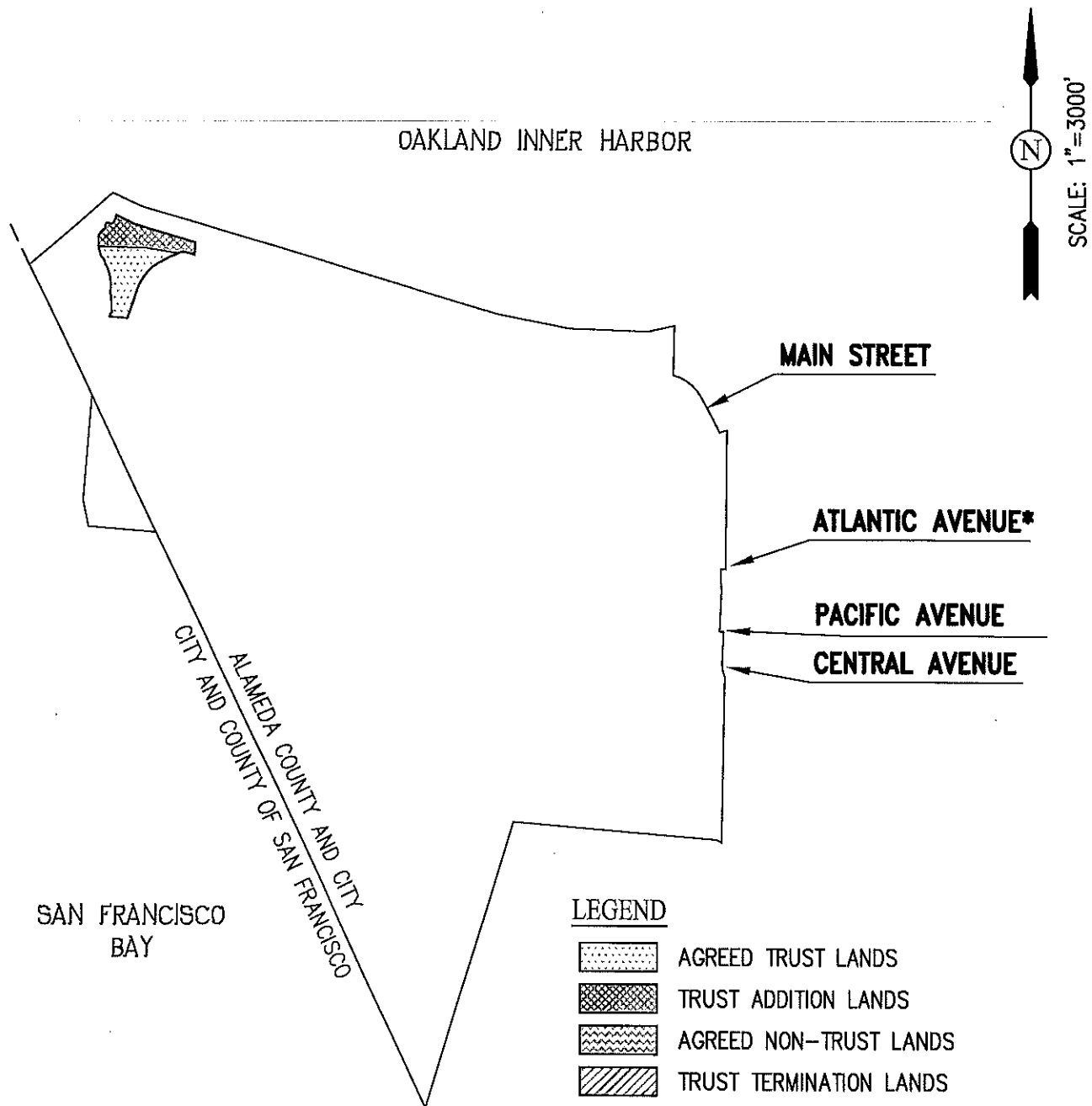
EXHIBIT I
ILLUSTRATIVE PLAT
PHASE AREAS - PHASE 2
ALAMEDA, CALIFORNIA

AUGUST 15, 2013



SHEET 3 OF 5

THIS PLAT IS FOR GENERAL REFERENCE ONLY.



* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY

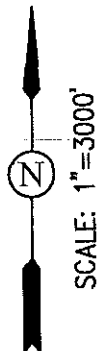
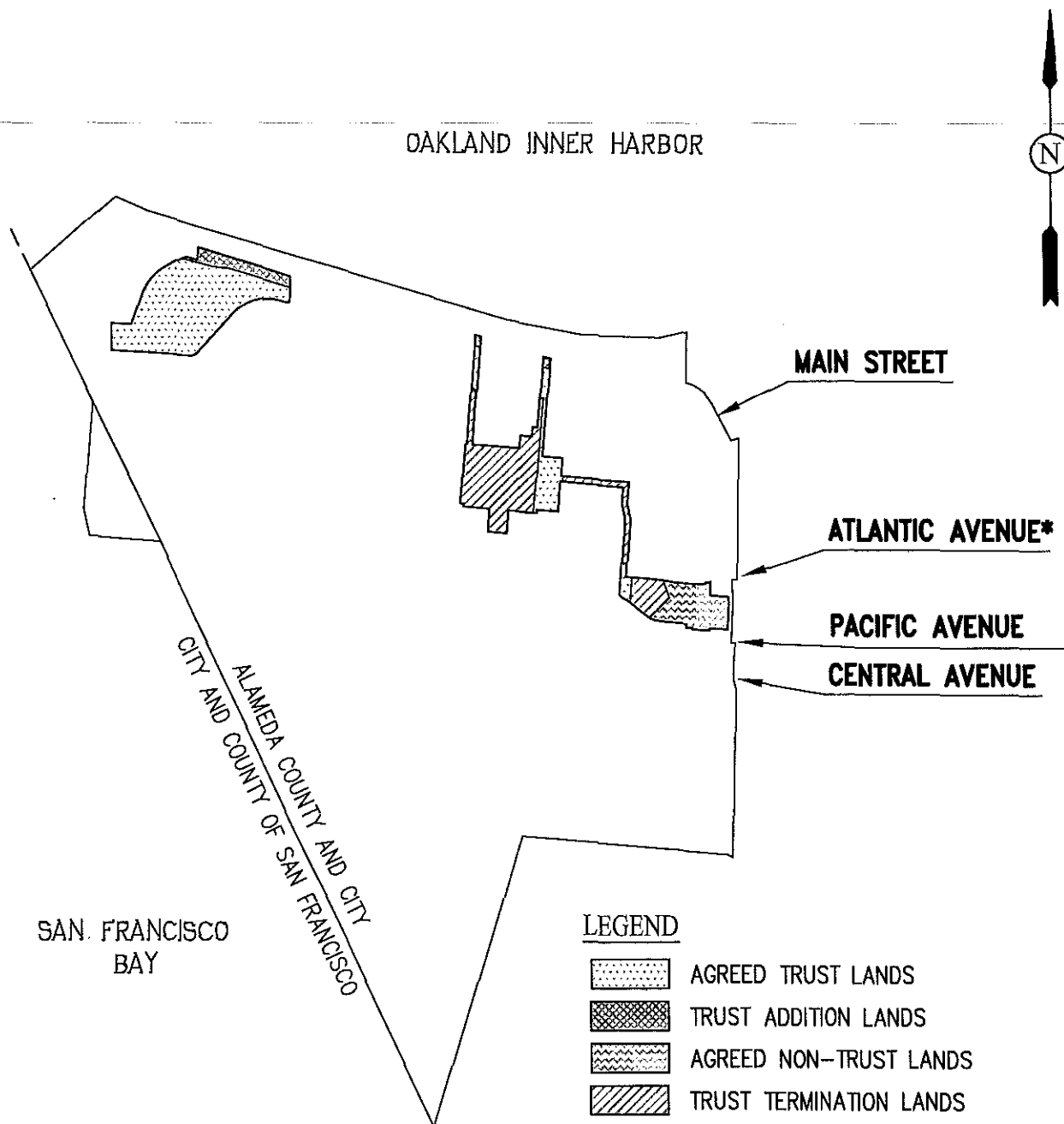
EXHIBIT I
ILLUSTRATIVE PLAT
PHASE AREAS - PHASE 3
ALAMEDA, CALIFORNIA

AUGUST 15, 2013



SHEET 4 OF 5

THIS PLAT IS FOR GENERAL REFERENCE ONLY.



* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY

EXHIBIT I
ILLUSTRATIVE PLAT
PHASE AREAS - PHASE 4
ALAMEDA, CALIFORNIA

AUGUST 15, 2013



SHEET 5 OF 5

EXHIBIT J

Exhibit J
Form of City Quitclaim Deed

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

WHEREAS, the City Council of the City of Alameda ("the City"), a California municipal corporation, at its public meeting in Alameda, California on _____, approved Resolution No. _____, which authorized a title settlement and land exchange agreement between the City and the State of California acting by and through the State Lands Commission, pursuant to the Naval Air Station Alameda Public Trust Exchange Act, Chapter 734, Statutes of 2000, as amended by Chapter 429, Statutes of 2011, ("Exchange Act"); and

WHEREAS, it is the intent of the City to convey any right, title and interest it has in and to those lands particularly described and depicted in Exhibit A, attached hereto ("the Property");

NOW, THEREFORE,

The CITY OF ALAMEDA, acting by and through its City Council does hereby

REMISE, RELEASE AND FOREVER QUITCLAIM, to THE STATE OF CALIFORNIA, acting by and through the California State Lands Commission, all its right title and interest in the Property.

CITY OF ALAMEDA

Date: _____

By: _____

Name: _____

Its: _____

Approved as to form:

_____, City Attorney

Name _____

Date:

EXHIBIT A AND ACKNOWLEDGMENTS OF SIGNATURES TO BE ATTACHED

EXHIBIT K

Exhibit K
Form of Commission's Certificate of Acceptance for Trust Addition Lands

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the City of Alameda (the "City"), a California municipal corporation, a Quitclaim Deed dated _____, of which a true and correct copy is attached hereto as Exhibit 1, of all of The City's right, title and interest in real property described therein.

The STATE OF CALIFORNIA, acting by and through the CALIFORNIA 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 the City and County of Alameda.

The said interests in real property are accepted by the STATE OF CALIFORNIA, 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 CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. _____ of its public meeting in _____ on _____ by its duly authorized undersigned officer.

STATE OF CALIFORNIA
CALIFORNIA STATE LANDS
COMMISSION

Dated: _____

By: _____
Executive Officer

EXHIBIT 1 AND ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

323105.1

EXHIBIT L

Exhibit L
Form of Commission's Patent for Trust Addition Lands

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA
PATENT

WHEREAS, the State Lands Commission, at its public meeting in ____ California on _____, approved Minute Item No. ____, which authorized a title settlement and land exchange agreement between the State of California, acting by and through the State Lands Commission ("Commission") and the City of Alameda (the "City"), a California municipal corporation, pursuant to the Naval Air Station Alameda Public Trust Exchange Act, Chapter 734, Statutes of 2000, as amended by Chapter 429, Statutes of 2011, ("Exchange Act"); and

WHEREAS, TIDA has remised, released, and forever quitclaimed to State, acting by and through the Commission, all of its right, title, and interest in all those lands particularly described and depicted in Exhibits A-1 and A-2, attached hereto (the "Property"); and

WHEREAS, it is the intent of the State to convey any right, title and interest it has in and to the Property, including any and all interest arising from the public trust for commerce, navigation, and fisheries (the "public trust") and

WHEREAS the State, acting by and through the Executive Officer of the Commission pursuant to Minute Item No. _____, has accepted the quitclaim of the City for the Property, so that the State may convey the Property to the City, as sovereign lands subject to the public trust.

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the City, as trustee pursuant to the Exchange Act, all its right, title, and interest in the Property, subject to the public trust and the terms and conditions specified in Chapter 348, Statutes of 1913.

IN APPROVAL WHEREOF, I, _____, 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 ____.

GOVERNOR

Attest:

SECRETARY OF STATE

Countersigned:

EXECUTIVE OFFICER
STATE LANDS COMMISSION

EXHIBIT A AND ACKNOWLEDGEMENT TO BE ATTACHED

EXHIBIT M

Exhibit M
Form of City's Certificate of Acceptance for Trust Addition Lands

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO: ,
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, from the State of California, acting by and through the State Lands Commission, to the City of Alameda (the "City"), a California municipal corporation, as a trustee pursuant to the Naval Air Station Alameda Public Trust Exchange Act, Chapter 734, Statutes of 2000, as amended by Chapter 429, Statutes of 2011 ("Exchange Act"), is hereby accepted by the undersigned officer or agent on behalf of the City. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as the Exchange Act, and further by the authority of Alameda City Council Resolution No. _____ dated _____, 2012. The grantee accepts title to the conveyed interest in real property as land subject to the public trust for commerce, navigation, and fisheries and to the terms and conditions specified in Chapter 348, Statutes of 1913. The grantee consents to the recordation of the referenced Quitclaim Deed, of which a true and correct copy is attached hereto as Exhibit 1, by its duly authorized officer.

[Remainder of page intentionally left blank]

CITY OF ALAMEDA

Date:

By: _____

Name: _____

Its: _____

Approved as to form:

_____, City Attorney

Date:

Name: _____

EXHIBIT 1 AND ACKNOWLEDGEMENT ATTACHED

EXHIBIT N

Exhibit N
Form of Commission's Certification of Acceptance for
Trust Termination Lands

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the City of Alameda (the "City"), a California municipal corporation, a quitclaim Deed dated _____, of which a true and correct copy is attached hereto as Exhibit 1, of all of the City's right, title and interest in real property described therein.

The STATE OF CALIFORNIA, acting by and through the CALIFORNIA 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 the County of Alameda

[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 CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. _____ of its public meeting in _____ on _____ by its duly authorized undersigned officer.

STATE OF CALIFORNIA
CALIFORNIA STATE LANDS

Dated: _____

By _____
Executive Officer

EXHIBIT 1 AND ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

323396.1

EXHIBIT O

Exhibit O
Form of Commission's Patent for Trust Termination Lands

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA
PATENT

WHEREAS, the State Lands Commission, at its public meeting in ____ California on _____, approved Minute Item No. ____, which authorized a title settlement and land exchange agreement between the State of California, acting by and through the State Lands Commission ("Commission") and the City of Alameda (the "City"), a California municipal corporation, pursuant to the Naval Air Station Alameda Public Trust Exchange Act, Chapter 734, Statutes of 2000, as amended by Chapter 429, Statutes of 2011, ("Exchange Act"); and

WHEREAS, the City has remised, released, and forever quitclaimed to State, acting by and through the Commission, all of its right, title, and interest in all those lands particularly described and depicted in Exhibits A-1 and A-2, attached hereto (the "Property"); and

WHEREAS, it is the intent of the State to convey any right, title and interest it has in and to the Property, and

WHEREAS the State, acting by and through the Executive Officer of the Commission pursuant to Minute Item No. _____, has accepted the quitclaim of the City for the Property, so that the State may convey the Property to the City.

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the City, all its right, title, and interest in the Property.

This Patent is intended to and does terminate in the Property the public trust for commerce, navigation, and fisheries ("public trust") in the Property, as well the terms and conditions specified in Chapter 348, Statutes of 1913.

The STATE LANDS COMMISSION has found and declared, *inter alia*, that the Property has been reclaimed and removed from the public water channels and is no longer available or useful or susceptible of being used for water-dependent commerce, navigation, and fisheries, and that it is no longer in fact tide or submerged lands.

The Property is hereby forever freed from the public trust and the terms and conditions specified in Chapter 348, Statutes of 1913.

IN APPROVAL WHEREOF, I, _____, 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 _____.

GOVERNOR

Attest:

SECRETARY OF STATE

Countersigned:

EXECUTIVE OFFICER
STATE LANDS COMMISSION

EXHIBIT A AND ACKNOWLEDGEMENT TO BE ATTACHED

EXHIBIT P

Exhibit P
Form of City's Certificate of Acceptance for Trust Termination Lands

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, from the State of California, acting by and through the State Lands Commission, to the City of Alameda (the "City") a California municipal corporation, as a trustee pursuant to the Naval Air Station Alameda Public Trust Exchange Act, Chapter 734, Statutes of 2000, as amended by Chapter 429, Statutes of 2011 ("Exchange Act"), is hereby accepted by the undersigned officer or agent on behalf of the City. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as the Exchange Act, and further by the authority of Alameda City Council Resolution No. _____ dated _____, 2012. The grantee consents to the recordation of the referenced Quitclaim Deed, of which a true and correct copy is attached hereto as Exhibit 1, by its duly authorized officer.

[Remainder of page intentionally left blank]

CITY OF ALAMEDA

Date:

By: _____

Name: _____

Its: _____

Approved as to form:

_____, City Attorney

Name: _____

Date:

EXHIBIT 1 AND ACKNOWLEDGEMENT ATTACHED

323399.1

EXHIBIT Q

EXHIBIT Q
LAND DESCRIPTION

W 25109/AD 617

AGREED ORDINARY HIGH TIDE LINE

A line lying in the incorporated territory of the City of Alameda, County of Alameda, State of California, described as follows:

Being within that certain parcel of land formerly known as Naval Air Station Alameda, described as follows:

Commencing at a point on the United States Bulkhead Line, said point identified as Point "K" as said line and point are delineated and so designated upon that certain map entitled, "Harbor Line Survey, San Francisco Bay, 1910" Sheet No. 6 originally filed in the United States Engineer's Office, Customs House, San Francisco and currently on file in the public records of Alameda County, said Bulkhead Line also being the northerly boundary of those lands acquired by the United States of America from Central Pacific Railway Company, et al, as described in the Final Judgment of Civil Action No. 22463-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on January 11, 1944, said Point K also being a point on the northerly line of Parcel One, as said Parcel One is shown and so designated on that certain Record of Survey No. 1816, filed June 6, 2003, in Book 28 of Records of Surveys at Page 14, in said Office of the County Recorder of Alameda County, said Point K being South 72°49'42" East 2,125.03 feet from the western terminus of that certain course designated as "North 72°49'42" West 6,084.81 feet", on said Record of Survey;

Thence, from said Point of Commencement, along the northerly line of said United States of America Parcel (Civil Action No. 22463-s), the following eleven (11) courses:

- 1) South 72°49'42" East 3,960.21 feet,
- 2) South 74°11'24" East 334.26 feet,
- 3) South 17°07'59" West 17.22 feet,
- 4) South 72°52'01" East 1,716.66 feet,
- 5) North 32°41'59" East 74.13 feet,
- 6) South 57°43'01" East 83.00 feet,
- 7) South 10°51'59" West 60.00 feet,
- 8) South 79°08'01" East 261.40 feet,
- 9) South 82°59'01" East 535.95 feet,

10) South $87^{\circ}56'01''$ East 451.14 feet,

11) North $89^{\circ}26'59''$ East 99.83 feet to a point on the lands conveyed by Todd Shipyards Corporation to the United States of America by quitclaim deed recorded June 27, 1995, at Series Number 95140151 Official Records of Alameda County;

Thence, leaving said United States of America parcel, and along said Todd Shipyards Corporation parcel, the following three (3) courses:

1) South $01^{\circ}07'57''$ West 28.62 feet,

2) North $89^{\circ}28'57''$ East 373.66 feet, and

3) Along the arc of a tangent 1,487.52 foot radius curve to the right, through a central angle of $20^{\circ}37'07''$, an arc distance of 535.30 feet to a point on said United States of America parcel (Civil Action No. 22463-s), said point also being the southeasterly corner of the lands conveyed by Todd Shipyards Corporation to the United States of America by quitclaim deed recorded June 27, 1995, at Series Number 95140151 Official Records of Alameda County;

Thence, from said southeasterly corner, along the easterly line of said United States of America parcel (Civil Action No. 22463-s), South $01^{\circ}05'59''$ West 81.85 feet to a point on the northerly line of Main Street (80.00 feet wide);

Thence, along said northerly line of Main Street, the following two (2) courses:

1) Along the arc of a non-tangent 780.00 foot radius curve to the right, from which the center of said curve bears South $14^{\circ}48'05''$ West, through a central angle of $47^{\circ}30'40''$, an arc distance of 646.80 feet, and

2) South $27^{\circ}41'15''$ East 74.12 feet to a point on the Ordinary High Tide Line, as said Ordinary High Tide Line is shown and so designated on that certain map entitled "Map No. 2 of the Salt Marsh and Tide Lands, Situate in the County of Alameda, State of California," prepared in 1871 by order of the Board of Tide Land Commissioners, under the authority and in accordance with the provisions of an Act of the Legislature, approved April 1871 (as surveyed under the direction of G.F. Allardt, Chief Engineer), said point being the Point of Beginning for this description;

Thence, from said Point of Beginning, along said Ordinary High Tide Line, the following eighteen (18) courses:

- 1) South 47°08'59" West 288.37 feet,
- 2) South 69°38'59" West 303.60 feet,
- 3) South 29°53'59" West 514.80 feet,
- 4) South 46°53'59" West 580.80 feet,
- 5) South 29°38'59" West 396.00 feet,
- 6) South 20°38'59" West 323.40 feet,
- 7) South 10°51'01" East 310.20 feet,
- 8) South 19°51'01" East 739.20 feet,
- 9) South 41°21'01" East 277.20 feet,
- 10) South 19°21'01" East 462.00 feet,
- 11) South 13°21'01" East 198.00 feet,
- 12) South 07°21'01" East 297.00 feet,
- 13) South 09°51'01" East 158.40 feet,
- 14) South 17°36'01" East 415.80 feet,
- 15) South 38°21'01" East 541.20 feet,
- 16) South 59°06'01" East 165.00 feet,
- 17) South 67°06'01" East 429.00 feet, and
- 18) South 50°51'01" East 152.84 feet to the Point of Terminus for this description.

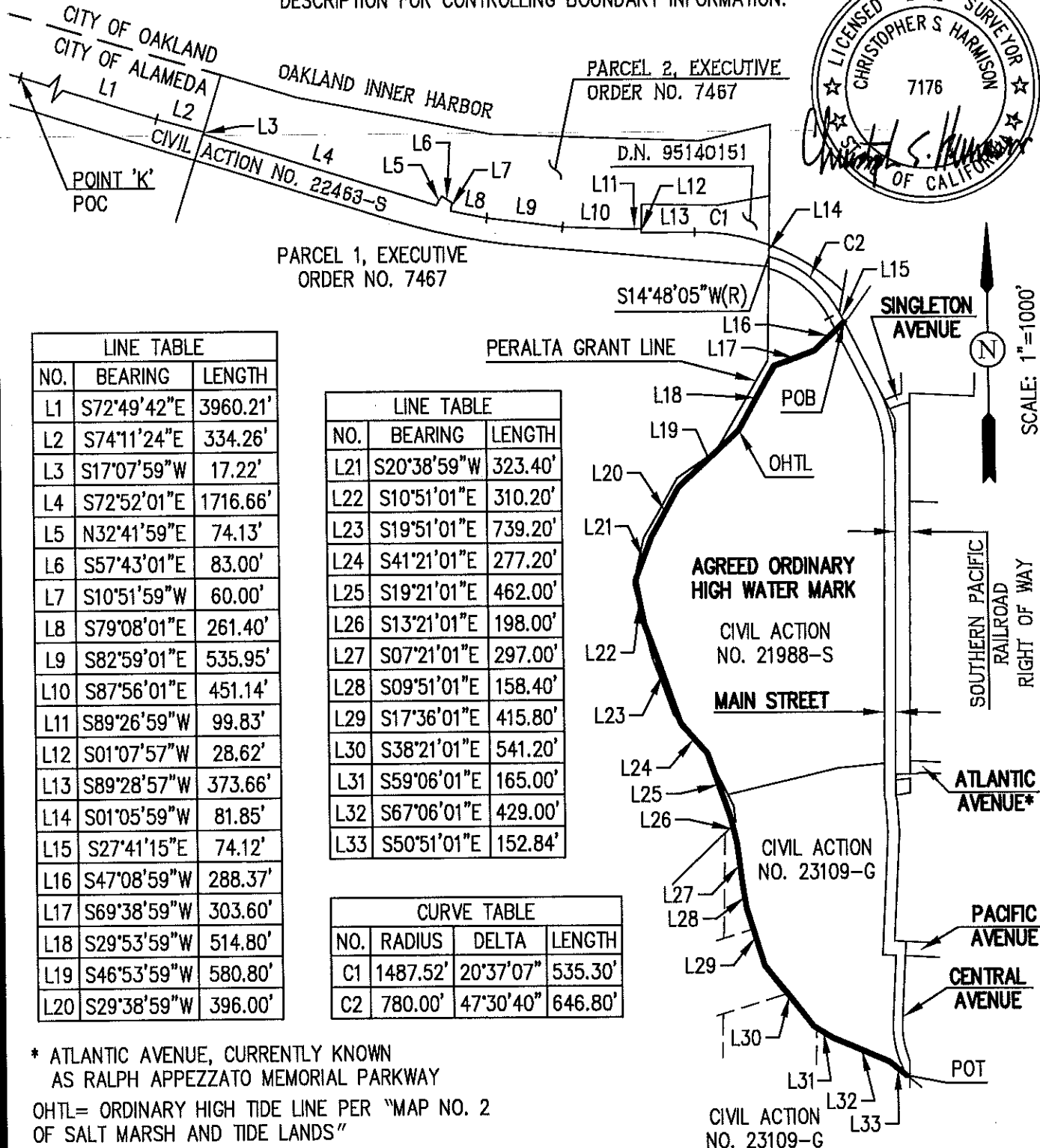
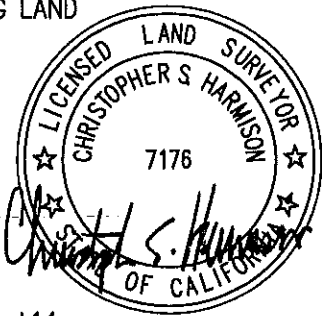
Courses are based on the California Coordinate System of 1983, Zone 3. Distances shown are ground distances. To obtain grid distances divide ground distances by the combined scale factor of 1.00007055, as shown on as shown on that certain Record of Survey No. 1816, filed June 6, 2002, in Book 28 of Records of Surveys at Page 14, Alameda County Records.

END OF DESCRIPTION



Christopher S. Harmison
Christopher S. Harmison, P.L.S.
L.S. No. 7176

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



* ATLANTIC AVENUE, CURRENTLY KNOWN AS RALPH APPEZZATO MEMORIAL PARKWAY
OHTL= ORDINARY HIGH TIDE LINE PER "MAP NO. 2 OF SALT MARSH AND TIDE LANDS"

EXHIBIT Q **PLAT OF AGREED ORDINARY HIGH TIDE LINE** **ALAMEDA, CALIFORNIA**

JULY 30, 2012

SHEET 1 OF 1

EXHIBIT R

EXHIBIT R
LAND DESCRIPTION

W 25109/AD 617

AGREED BTLC BOUNDARY

Two parcels of land lying in the incorporated territory of the City of Alameda, County of Alameda, State of California, as follows:

Being within that certain parcel of land formerly known as Naval Air Station Alameda, described as follows:

PARCEL ONE

Commencing at a point on the United States Bulkhead Line, said point identified as Point "K" as said line and point are delineated and so designated upon that certain map entitled, "Harbor Line Survey, San Francisco Bay, 1910" Sheet No. 6 originally filed in the United States Engineer's Office, Customs House, San Francisco and currently on file in the public records of Alameda County, said Bulkhead Line also being the northerly boundary of those lands acquired by the United States of America from Central Pacific Railway Company, et al, as described in the Final Judgment of Civil Action No. 22463-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on January 11, 1944, said Point K also being a point on the northerly line of Parcel One, as said Parcel One is shown and so designated on that certain Record of Survey No. 1816, filed June 6, 2003, in Book 28 of Records of Surveys at Page 14, in said Office of the County Recorder of Alameda County, said Point K being South 72°49'42" East 2,125.03 feet from the western terminus of that certain course designated as "North 72°49'42" West 6,084.81 feet", on said Record of Survey;

Thence, from said Point of Commencement, along the northerly line of said United States of America Parcel (Civil Action No. 22463-s), the following eleven (11) courses:

- 1) South 72°49'42" East 3,960.21 feet,
- 2) South 74°11'24" East 334.26 feet,
- 3) South 17°07'59" West 17.22 feet,
- 4) South 72°52'01" East 1,716.66 feet,
- 5) North 32°41'59" East 74.13 feet,
- 6) South 57°43'01" East 83.00 feet,
- 7) South 10°51'59" West 60.00 feet,
- 8) South 79°08'01" East 261.40 feet,

- 9) South $82^{\circ}59'01''$ East 535.95 feet,
- 10) South $87^{\circ}56'01''$ East 451.14 feet,
- 11) North $89^{\circ}26'59''$ East 99.83 feet to a point on the lands conveyed by Todd Shipyards Corporation to the United States of America by quitclaim deed recorded June 27, 1995, at Series Number 95140151 Official Records of Alameda County;

Thence, leaving said United States of America parcel, and along said Todd Shipyards Corporation parcel, the following three (3) courses:

- 1) South $01^{\circ}07'57''$ West 28.62 feet,
- 2) North $89^{\circ}28'57''$ East 373.66 feet, and
- 3) Along the arc of a tangent 1,487.52 foot radius curve to the right, through a central angle of $20^{\circ}37'07''$, an arc distance of 535.30 feet to a point on said United States of America parcel (Civil Action No. 22463-s), said point also being the southeasterly corner of the lands conveyed by Todd Shipyards Corporation to the United States of America by quitclaim deed recorded June 27, 1995, at Series Number 95140151 Official Records of Alameda County;

Thence, from said southeasterly corner, along the easterly line of said United States of America parcel (Civil Action No. 22463-s) and the southerly prolongation thereof, South $01^{\circ}05'59''$ West 164.47 feet to a point on the southerly line of Main Street (80.00 feet wide);

Thence, along said southerly line and the westerly line of Main Street, the following four (4) courses:

- 1) Along the arc of a non-tangent 700.00 foot radius curve to the right, from which the center of said curve bears South $16^{\circ}24'13''$ West, through a central angle of $45^{\circ}54'32''$, an arc distance of 560.88 feet, and
- 2) South $27^{\circ}41'15''$ East 580.60 feet,
- 3) Along the arc of a tangent 960.00 foot radius curve to the right, through a central angle of $28^{\circ}15'00''$, an arc distance of 473.33 feet, and
- 4) South $00^{\circ}33'45''$ West 2,344.58 feet to a point on the Segregation Line, as said Segregation Line is shown and so designated on said Record of Survey (28 RS 14);

Thence, along said Segregation Line, the following two (2) courses:

- 1) North 84°25'02" West 308.35 feet, and
- 2) South 73°04'58" West 781.57 feet;

Thence, leaving said Segregation Line, along the northwestern line of Lot 6, Section 10, Township 2 South, Range 4 West, Mount Diablo Meridian, as shown on that certain map entitled "Map No. 2 of the Salt Marsh and Tide Lands, Situate in the County of Alameda, State of California," South 46°05'58" West 29.98 feet to the Point of Beginning for this description;

Thence, from said Point of Beginning, continuing along said northwestern line of Lot 6, and the northwestern line of Lots 7 and 8, Section 10, Township 2 South, Range 4 West, Mount Diablo Meridian as shown on said map entitled "Map No. 2 of Salt Marsh and Tide Lands", South 46°05'58" West 1,601.24 feet to the southwesterly corner of said Lot 8;

Thence, from said southwesterly corner of Lot 8, along the southeasterly line of Lot 8, Lot 7, and Lot 6, Section 10, Township 2 South, Range 4 West, Mount Diablo Meridian, as shown on said map entitled "Map No. 2 of Salt Marsh and Tide Lands", North 73°08'54" East 1,351.92 feet to the southeasterly corner of said Lot 6, said corner hereinafter referred to as Point A;

Thence, from said southeasterly corner of Lot 6, along the Ordinary High Tide Line as said Ordinary High Tide Line as shown on said map entitled "Map No. 2 of Salt Marsh and Tide Lands", the following four (4) courses:

- 1) North 17°36'01" West 150.48 feet,
- 2) North 09°51'01" West 158.40 feet,
- 3) North 07°21'01" West 297.00 feet, and
- 4) North 13°21'01" West 127.78 feet to said Point of Beginning.

PARCEL TWO

Commencing at the point hereinabove referred to as Point A;

Thence, from said Point of Commencement, along said Ordinary High Tide Line the following two (2) courses:

- 1) South 17°36'01" East 265.32 feet, and
- 2) South 38°21'01" East 252.78 feet to the northerly corner of Lot 11, Section 10, Township 2 South, Range 4 West, Mount

Diablo Meridian as shown on said map entitled "Map No. 2 of Salt Marsh and Tide Lands", said corner being the Point of Beginning for this description;

Thence, from said Point of Beginning, along the northerly line of said Lot 11, Lot 10, and Lot 9, Section 10, Township 2 South, Range 4 West, Mount Diablo Meridian and along the northerly line of Lot 16, Section 9, Township 2 South, Range 4 West, Mount Diablo Meridian as shown on said map entitled "Map No. 2 of Salt Marsh and Tide Lands", South $73^{\circ}08'54''$ West 2,428.23 feet to the westerly corner of said Lot 16, Section 9, Township 2 South, Range 4 West, Mount Diablo Meridian;

Thence, from said westerly corner of Lot 16, along the southerly line of said Lot 16, and the southerly line of Lots 9, 10, 23, 22 and 21, Section 10, Township 2 South, Range 4 West, Mount Diablo Meridian as shown on said map entitled "Map No. 2 of Salt Marsh and Tide Lands", South $63^{\circ}45'01''$ East 3,509.58 feet to the southeasterly corner of said Lot 21;

Thence, from said southeasterly corner of Lot 21, along the easterly line of said Lot 21 and the easterly line of Lot 12, Section 10 Township 2 South, Range 4 West, Mount Diablo Base and Meridian as shown on said map entitled "Map No. 2 of Salt Marsh and Tide Lands", and the northerly prolongation thereof, North $01^{\circ}05'59''$ East 1,664.71 feet to a point on said Ordinary High Tide Line;

Thence, along said Ordinary High Tide Line the following four (4) courses:

- 1) North $50^{\circ}51'01''$ West 180.42 feet,
- 2) North $67^{\circ}06'01''$ West 429.00 feet,
- 3) North $59^{\circ}06'01''$ West 165.00 feet, and
- 4) North $38^{\circ}21'01''$ West 288.42 feet to said Point of Beginning.

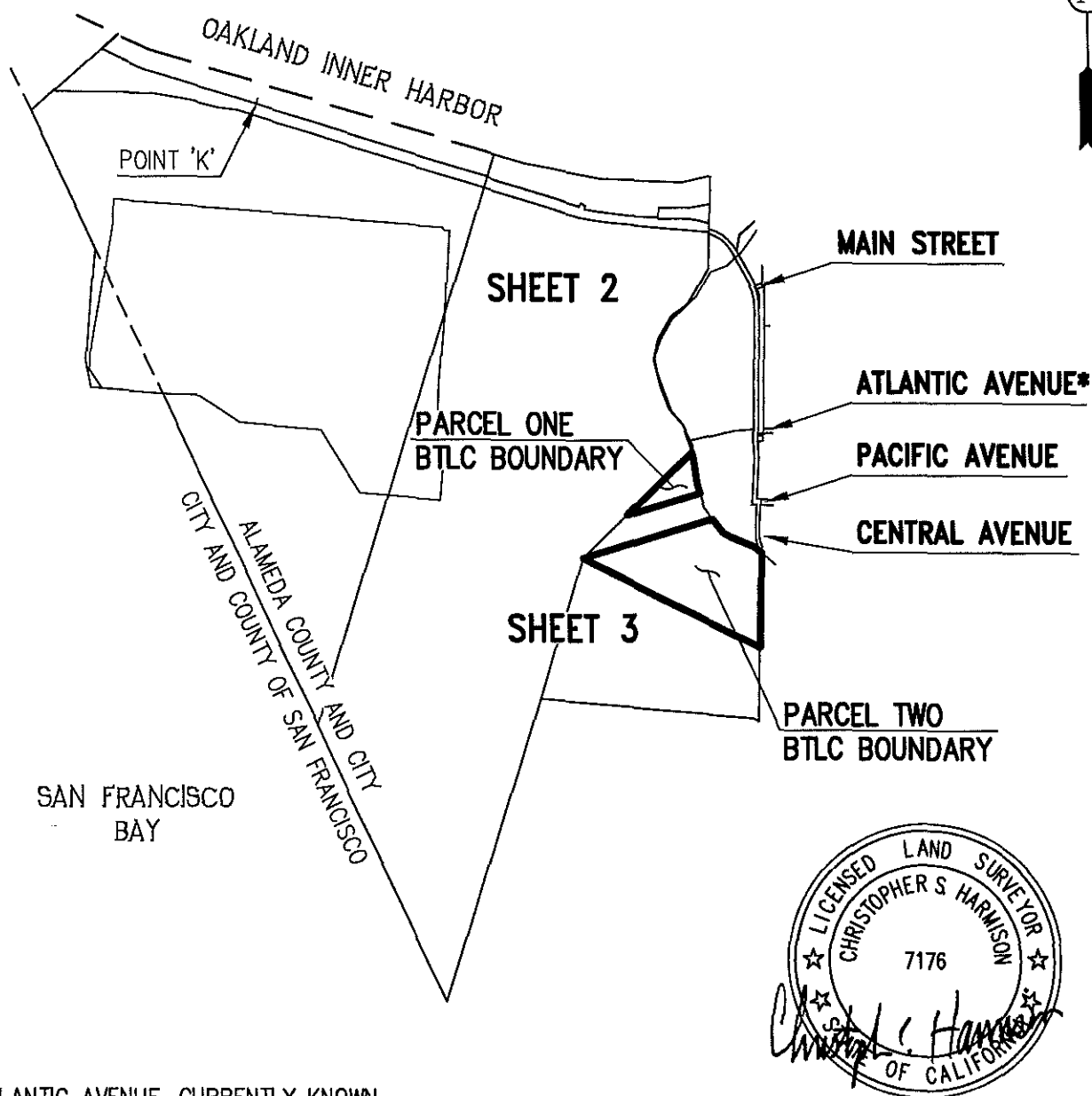
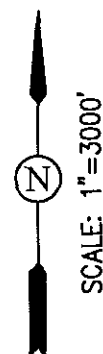
Courses are based on the California Coordinate System of 1983, Zone 3. Distances shown are ground distances. To obtain grid distances divide ground distances by the combined scale factor of 1.00007055, as shown on as shown on that certain Record of Survey No. 1816, filed June 6, 2002, in Book 28 of Records of Surveys at Page 14, Alameda County Records.

END OF DESCRIPTION



Christopher S. Harmison
Christopher S. Harmison, P.L.S.
L.S. No. 7176

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

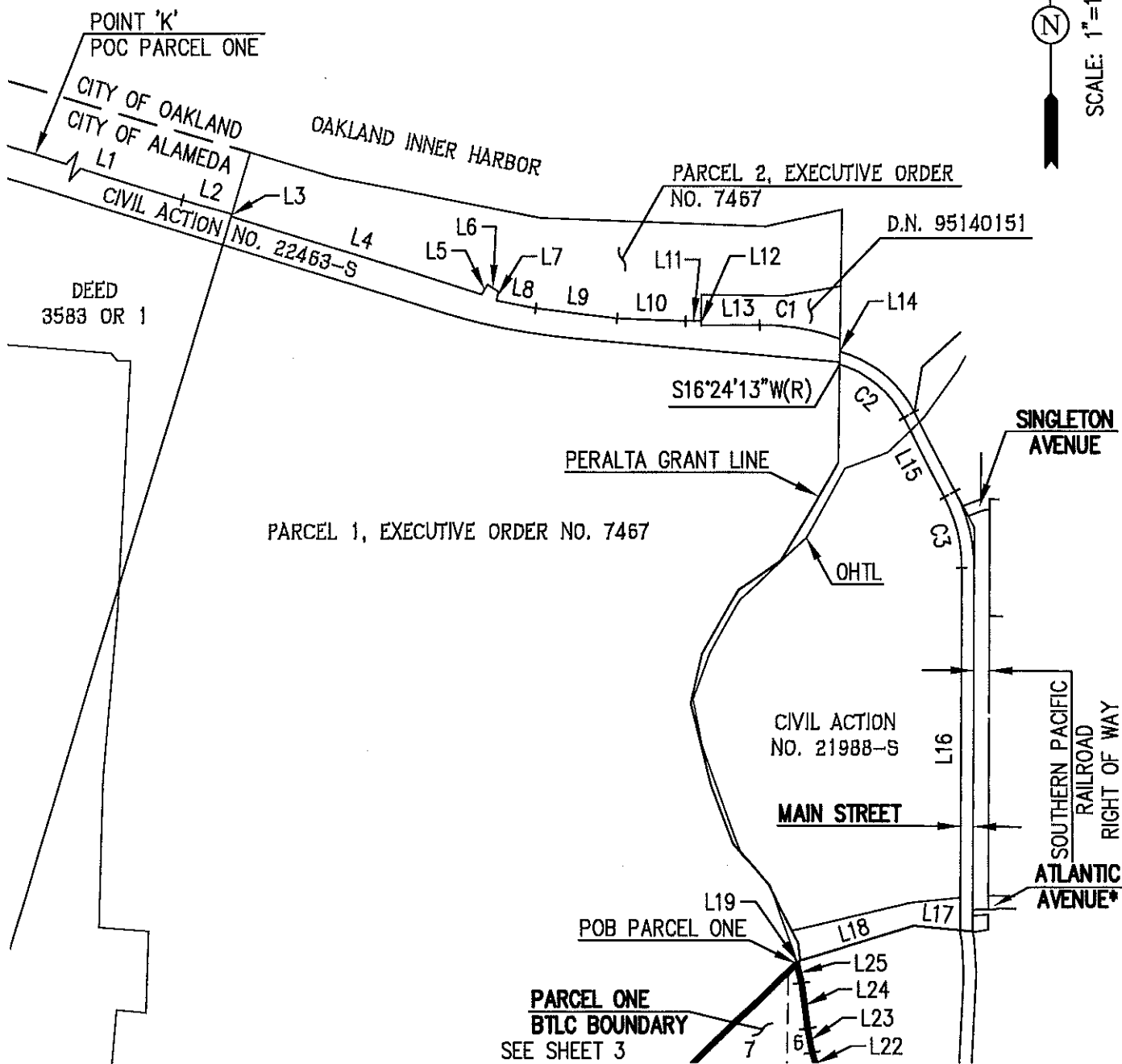
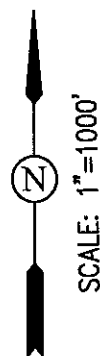


* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY

EXHIBIT R
PLAT OF BTLC BOUNDARY
ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 1 OF 4



* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY

OHTL= ORDINARY HIGH TIDE LINE PER "MAP
NO. 2 OF SALT MARSH AND TIDE LANDS"

EXHIBIT R

PLAT OF BTLC BOUNDARY

ALAMEDA, CALIFORNIA

SEE SHEET 4 FOR TABLES

JULY 30, 2012

SHEET 2 OF 4

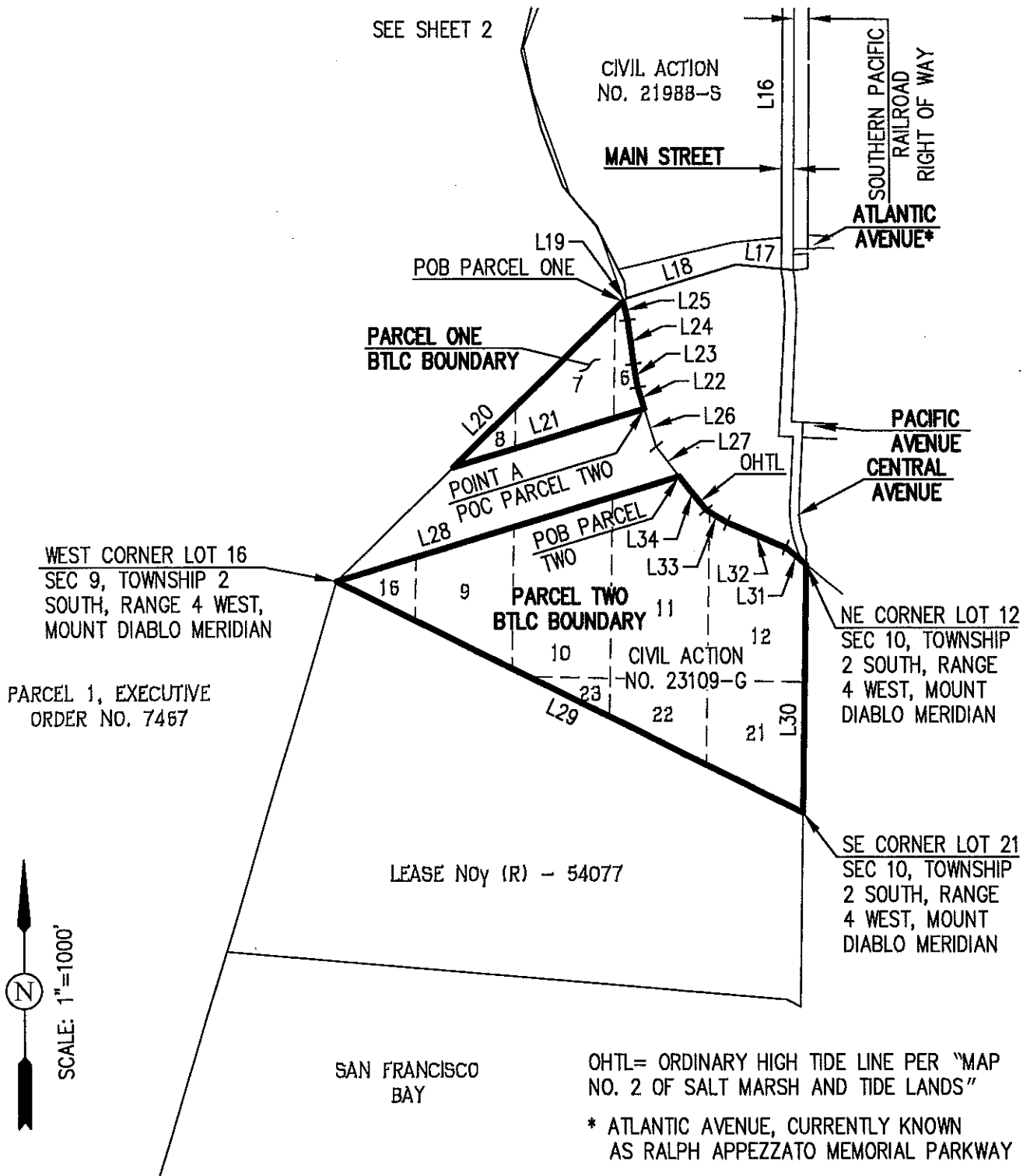


EXHIBIT R **PLAT OF BTLC BOUNDARY** **ALAMEDA, CALIFORNIA**

LINE TABLE		
NO.	BEARING	LENGTH
L1	S72°49'42"E	3960.21'
L2	S74°11'24"E	334.26'
L3	S17°07'59"W	17.22'
L4	S72°52'01"E	1716.66'
L5	N32°41'59"E	74.13'
L6	S57°43'01"E	83.00'
L7	S10°51'59"W	60.00'
L8	S79°08'01"E	261.40'
L9	S82°59'01"E	535.95'
L10	S87°56'01"E	451.14'
L11	S89°26'59"W	99.83'
L12	S01°07'57"W	28.62'
L13	S89°28'57"W	373.66'
L14	S01°05'59"W	164.47'
L15	S27°41'15"E	580.60'
L16	S00°33'45"W	2344.58'
L17	N84°25'02"W	308.35'
L18	S73°04'58"W	781.57'
L19	S46°05'58"W	29.98'
L20	S46°05'58"W	1601.24'
L21	N73°08'54"E	1351.92'
L22	N17°36'01"W	150.48'
L23	N09°51'01"W	158.40'
L24	N07°21'01"W	297.00'
L25	N13°21'01"W	127.78'
L26	S17°36'01"E	265.32'
L27	S38°21'01"E	252.78'
L28	S73°08'54"W	2428.23'
L29	S63°45'01"E	3509.58'
L30	N01°05'59"E	1664.71'

LINE TABLE		
NO.	BEARING	LENGTH
L31	N50°51'01"W	180.42'
L32	N67°06'01"W	429.00'
L33	N59°06'01"W	165.00'
L34	N38°21'01"W	288.42'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	1487.52'	20°37'07"	535.30'
C2	700.00'	45°54'32"	560.88'
C3	960.00'	28°15'00"	473.33'

EXHIBIT R
PLAT OF BTLC BOUNDARY
ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 4 OF 4

EXHIBIT S

Exhibit S

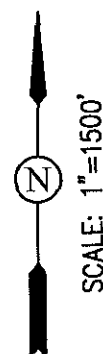
List of Non-Trust Buildings

Building No.	Address	Building Name	Remaining Useful Life (in years, measured from September 27, 2000)
10	2221 Lexington St.	Power Plant Building	24*
27	Northwest Territories	PW Maint Shop/Compressor	25
29	1701 Monarch St.	Gun Test Facility	40
31	2900 Navy Way	Sentry House/Main Gate	40
32	2451 Saratoga St.	Plating Shop	24*
38	1603 Ferry Point	Fuel Storage Shack	25
66	451 W. Atlantic Ave. & 450 W. Seaplane Lagoon	Engine Access Test Shop	40
76	1111 W. Red Line Ave.	Swimming Pool	40
113	450 W. Atlantic Ave.	Aircraft Salvage and Reclamation Shop	40
133	501 Panoramic Rim	Radio Receiver Building	25
134	1101 W. Red Line Ave.	Gymnasium	40
194	South of Buildig 6	ARMCO Huts	25
420	Northwest Territories	AUW Shop	25
440	Northwest Territories	Control Center	25
494	1851 Monarch St.	Maintenance Building	40
497	Northwest Territories	Special Weapons Magazine Building	25
498	Northwest Territories	Sentry Tower	25
542	150 W. Hornet Ave.	Fleet Recreation Building	40
594	Northwest Territories	Physical Security Building	25
608	50 W. Hornet Ave.	Auto Hobby Shop	40

* The remaining useful life for Building 10 and Building 32 shall be the period established for those buildings by Section 6(b)(1) of the Exchange Act, as that act may be amended from time to time.

EXHIBIT T

THIS PLAT IS FOR GENERAL REFERENCE ONLY.



OAKLAND INNER HARBOR

FEDERALLY RETAINED LANDS

ALAMEDA COUNTY AND CITY
CITY AND COUNTY OF
SAN FRANCISCO

SAN FRANCISCO
BAY



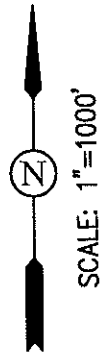
EXHIBIT T
ILLUSTRATIVE PLAT
FEDERALLY RETAINED LANDS
ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 1 OF 1

EXHIBIT U

THIS PLAT IS FOR GENERAL REFERENCE ONLY.



OAKLAND INNER HARBOR

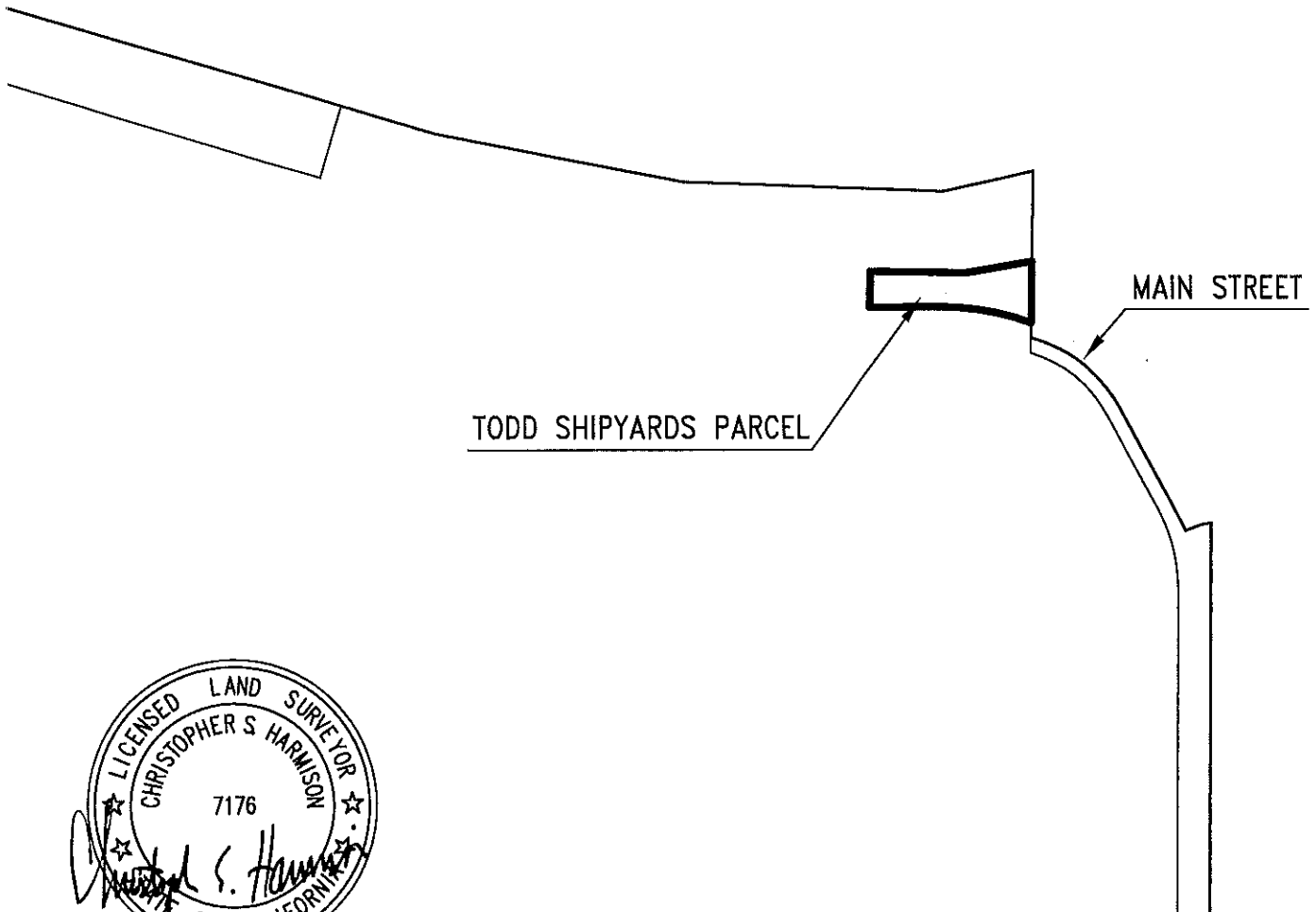


EXHIBIT U
ILLUSTRATIVE PLAT
TODD SHIPYARDS PARCEL
ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 1 OF 1

EXHIBIT V

EXHIBIT V
LAND DESCRIPTION

W 25109/AD 617

PBC PARCEL

One parcel of land lying in the incorporated territory of the City of Alameda, County of Alameda, State of California, described as follows:

Being a portion of that certain parcel of land formerly known as Naval Air Station Alameda, described as follows:

Commencing at a point on the United States Bulkhead Line, said point identified as Point "K" as said line and point are delineated and so designated upon that certain map entitled, "Harbor Line Survey, San Francisco Bay, 1910" Sheet No. 6 originally filed in the United States Engineer's Office, Customs House, San Francisco and currently on file in the public records of Alameda County, said Bulkhead Line also being the northerly boundary of those lands acquired by the United States of America from Central Pacific Railway Company, et al, as described in the Final Judgment of Civil Action No. 22463-s filed in the District Court of the United States in and for the Northern District of California, Southern Division on January 11, 1944, said Point K also being a point on the northerly line of Parcel One, as said Parcel One is shown and so designated on that certain Record of Survey No. 1816, filed June 6, 2003, in Book 28 of Records of Surveys at Page 14, in said Office of the County Recorder of Alameda County, said Point K being South 72°49'42" East 2,125.03 feet from the western terminus of that certain course designated as "North 72°49'42" West 6,084.81 feet", on said Record of Survey;

Thence, from said Point of Commencement, along the northerly line of said United States of America parcel (Civil Action No. 22463-s), the following three (3) courses:

- 1) South 72°49'42" East 3,960.21 feet,
- 2) South 74°11'24" East 334.26 feet, and
- 3) South 17°07'59" West 17.22 feet to the southwesterly corner of Parcel 2 of those lands acquired by the War Department from the City of Alameda, California, by an act, H.R. 12661 Public, No. 514-71st Congress approved July 3, 1930 (46 stat. 857) and known as Benton Field as transferred from the War Department to the Navy Department by Executive Order No. 7467, dated October 7, 1936;

Thence, along the southerly prolongation of said northerly line of United States of America parcel (Civil Action No. 22463-s), South 17°07'59" West 190.33 feet to a point on the southerly line of said United States of America parcel (Civil Action No. 22463-s), said point being the northwesterly corner of Parcel 1 of said Navy Department parcel (Executive Order no. 7467), said point being on the northerly line of that certain parcel of land designated as, "Public Benefit Conveyance", on that certain Record of Survey No. 2247, recorded November 18, 2008, in Book 33 of Records of Survey, at Page 85, Alameda County Records, said point being the Point of Beginning for this description;

Thence, from said Point of Beginning, along the northerly line of said Public Benefit Conveyance parcel, the following two (2) courses:

- 1) South 72°50'58" East 1,450.10 feet,
- 2) Along the arc of a tangent 4,528.08 foot radius curve to the left, through a central angle of 00°38'50", an arc distance of 51.15 feet, to the northeastern corner of said Public Benefit Conveyance parcel;

Thence, from said northeastern corner, along the easterly line of said Public Benefit Conveyance parcel, the following five (5) courses:

- 1) South 08°35'39" West 82.04 feet,
- 2) South 81°25'19" West 38.38 feet,
- 3) South 04°49'48" West 229.09 feet,
- 4) South 84°18'51" East 14.09 feet,
- 5) South 01°05'24" West 192.53 feet to the southeastern corner of said Public Benefit Conveyance parcel;

Thence, from said southeastern corner, along the southerly line of said Public Benefit Conveyance parcel, the following twelve (12) courses:

- 1) North 85°08'27" West 1,257.99 feet,
- 2) Along the arc of a tangent 40.43 foot radius curve to the right, through a central angle of 65°23'11", an arc distance of 46.14 feet,
- 3) North 56°45'29" West 36.48 feet,
- 4) South 67°07'57" West 44.61 feet,
- 5) North 85°16'55" West 141.96 feet,

- 6) North $04^{\circ}37'35''$ East 6.14 feet,
- 7) North $51^{\circ}27'08''$ West 12.15 feet,
- 8) North $85^{\circ}19'18''$ West 19.38 feet,
- 9) North $04^{\circ}48'52''$ East 8.15 feet,
- 10) North $85^{\circ}02'04''$ West 349.65 feet,
- 11) North $04^{\circ}39'28''$ East 176.58 feet, and
- 12) North $85^{\circ}06'09''$ West 739.61 feet to the southwestern corner of said Public Benefit Conveyance parcel;

Thence, from said southwestern corner, along the westerly line of said Public Benefit Conveyance parcel, North $04^{\circ}53'05''$ East 869.26 feet to the northwestern corner of said Public Benefit Conveyance parcel;

Thence, from said northwestern corner, along the northerly line of said Public Benefit Conveyance parcel, South $72^{\circ}50'58''$ East 1,203.85 feet to said Point of Beginning.

Containing 44.02 acres of land, more or less.

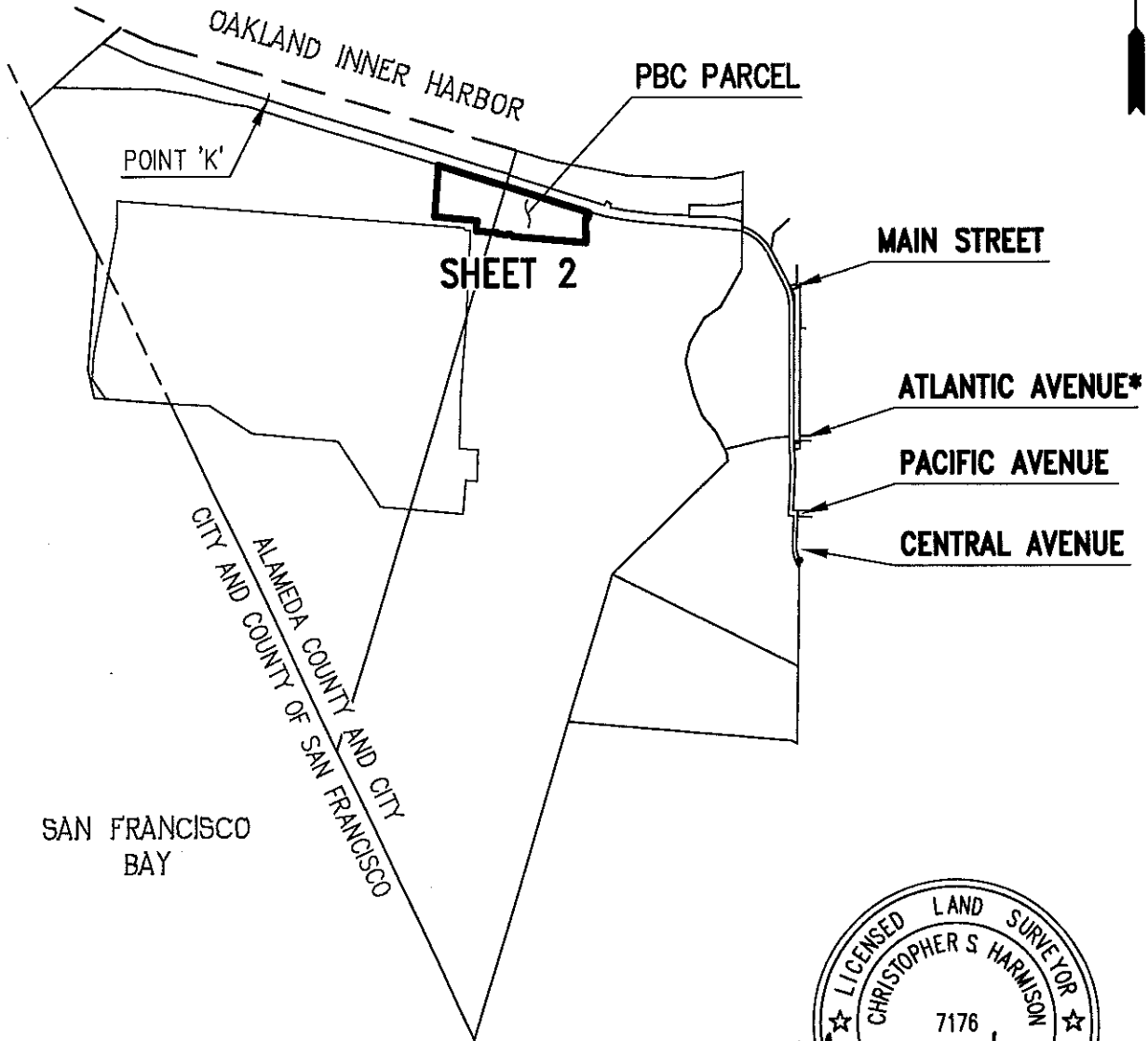
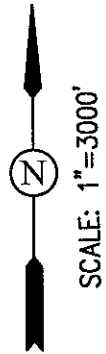
Courses are based on the California Coordinate System of 1983, Zone 3. Distances shown are ground distances. To obtain grid distances divide ground distances by the combined scale factor of 1.00007055, as shown on as shown on that certain Record of Survey No. 1816, filed June 6, 2002, in Book 28 of Records of Surveys at Page 14, Alameda County Records.

END OF DESCRIPTION



Christopher S. Harmison
Christopher S. Harmison, P.L.S.
L.S. No. 7176

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



* ATLANTIC AVENUE, CURRENTLY KNOWN
AS RALPH APPEZZATO MEMORIAL PARKWAY

EXHIBIT V
PLAT OF PBC PARCEL
ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 1 OF 3

THIS PLAT IS FOR GENERAL REFERENCE ONLY.

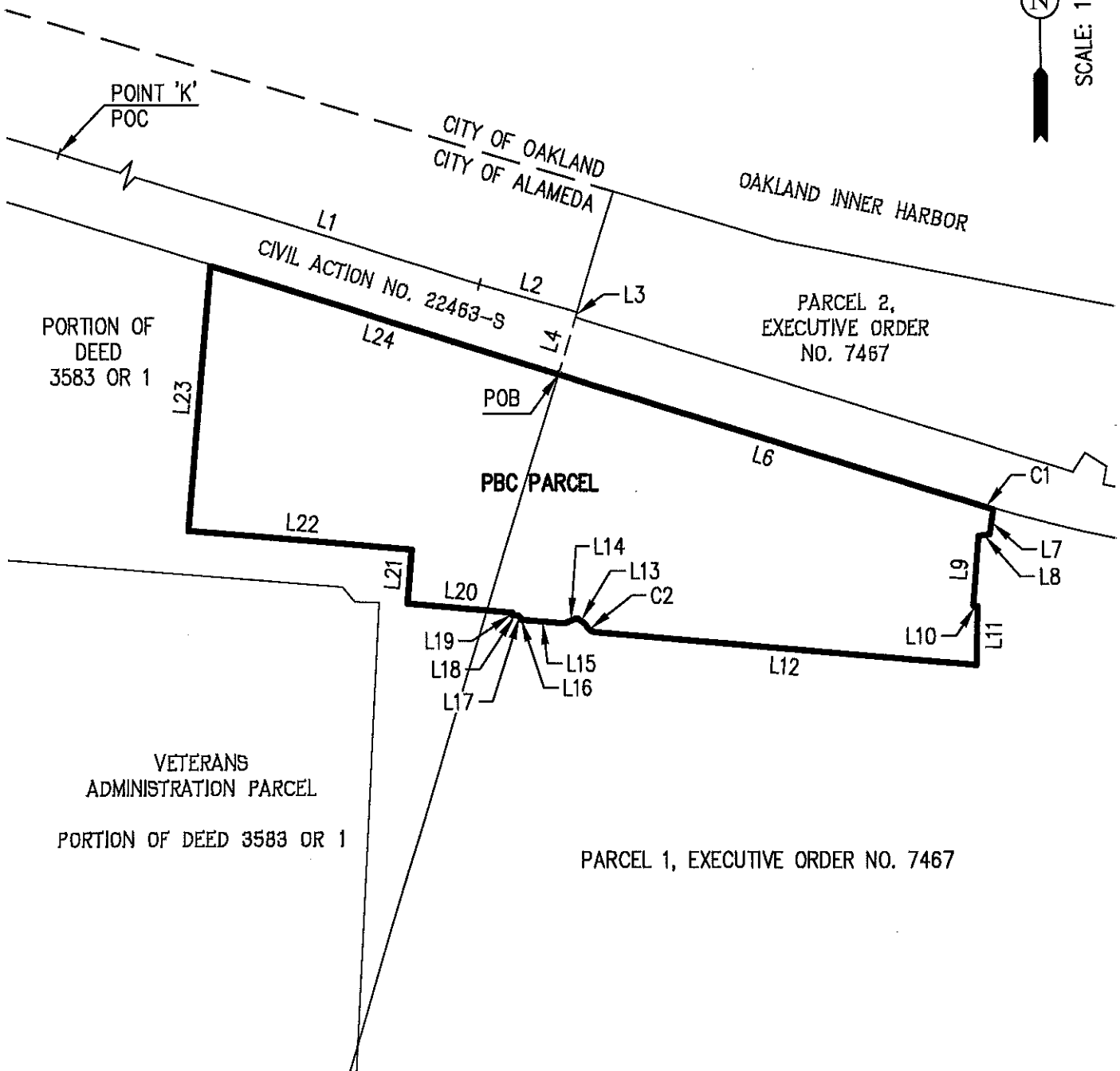
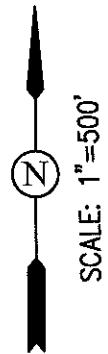


EXHIBIT V
PLAT OF PBC PARCEL
ALAMEDA, CALIFORNIA

LINE TABLE		
NO.	BEARING	LENGTH
L1	S72°49'42"E	3960.21'
L2	S74°11'24"E	334.26'
L3	S17°07'59"W	17.22'
L4	S17°07'59"W	190.33'
L5	INTENTIONALLY DELETED	
L6	S72°50'58"E	1450.10'
L7	S08°35'39"W	82.04'
L8	S81°25'19"W	38.38'
L9	S04°49'48"W	229.09'
L10	S84°18'51"E	14.09'
L11	S01°05'24"W	192.53'
L12	N85°08'27"W	1257.99'
L13	N56°45'29"W	36.48'
L14	S67°07'57"W	44.61'
L15	N85°16'55"W	141.96'
L16	N04°37'35"E	6.14'
L17	N51°27'08"W	12.15'
L18	N85°19'18"W	19.38'
L19	N04°48'52"E	8.15'
L20	N85°02'04"W	349.65'
L21	N04°39'28"E	176.58'
L22	N85°06'09"W	739.61'
L23	N04°53'05"E	869.26'
L24	S72°50'58"E	1203.85'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	4528.08'	00°38'50"	51.15'
C2	40.43'	65°23'11"	46.14'

EXHIBIT V
PLAT OF PBC PARCEL
ALAMEDA, CALIFORNIA

JULY 30, 2012

SHEET 3 OF 3

EXHIBIT W

A copy of **Exhibit W** ("NAS Alameda Community Reuse Plan, Transportation Element") may be found at the offices of the City of Alameda: 2263 Santa Clara Avenue, Room 190, Alameda, CA 94501; Attention: City Planner.

597608.1



4.0 TRANSPORTATION ELEMENT

The goal of the Transportation Element is to provide a safe framework to facilitate the movement of people and goods within the City of Alameda and to the regional transportation network.

The purpose of the Transportation Element is to address various transportation impacts associated with the reuse and redevelopment of NAS Alameda and to state specific policies and plans to improve the operation of the Citywide transportation facilities and services. The goal of the Transportation Element is to provide a safe, efficient and serviceable framework to facilitate the movement of people and goods within the City of Alameda and to enable residents of the island to access the regional transportation network and adjacent communities.

The Transportation Element addresses existing, interim, and final reuse conditions and focuses on the morning and afternoon commute periods when most congestion occurs on the transportation system. The following impacts pertaining to NAS Alameda and the rest of the City of Alameda are discussed: traffic congestion at the Webster / Posey Street Tubes, level of service operations at key intersections, parking deficiencies, transit service, and bicycle and pedestrian travel.

As Naval Air Station (NAS) Alameda converts from military to civilian use, additional trips will be generated both on and off the island by the planned new land uses. The proposed redevelopment would provide about five new jobs for every employed worker living on NAS Alameda. By providing more jobs on the island, the planned mix of employment and residential development has a tremendous potential to reduce the number of vehicle trips made by residents of Alameda that must leave the island to go to work.

TRANSPORTATION SYSTEM

New trips generated by the reuse and redevelopment of NAS Alameda will affect the island's street system as well as the major access route (Webster/Posey Street Tubes) on and off of the island. Under the buildout of the land use projected in the Community Reuse Plan, morning and afternoon peak hour traffic will continue to strain the capacity of the existing roadway system. And because virtually every street on the island is a residential street, traffic will continue to be a major issue. In addition, the new land uses will also create an increased demand for transit services, parking facilities, and non-motorized transportation systems. The following sections summarize the future transportation system.

"The planned mix of employment and residential development has a tremendous potential to reduce the number of vehicle trips made by residents of Alameda that must leave the island to go to work."

Street System

The NAS Alameda street system includes major and minor arterials, as well as minor collector and residential streets. As part of the Community Reuse Plan it is envisioned that a new vehicle access to Oakland (bridge, tunnel or other vehicle connection) will be established. The NAS Alameda primary street system is shown in Figure 4-1. A new access point between Alameda and the region is a major part of the new street system. However, to best respond to the unknown factors presented by the design, exact alignment, funding, and construction of a new access, the analysis and modelling of the street system was performed assuming no new access. This creates an analysis of the "worst case" that would only improve with additional access.

The majority of the streets on NAS Alameda are in good condition and currently operate at an acceptable level of service conditions. There are no signalized intersections on NAS Alameda and the existing roadway system can accommodate future traffic levels. However, facility upgrades and new roadways will be required as development occurs in each of the planning areas.

The street system on NAS Alameda will be constructed on a grid system, providing efficient and equitable distribution of traffic on the roadway system. The principle arterials of Atlantic Avenue, Tinker Avenue and Mitchell-Moseley Avenue will serve to integrate NAS Alameda with the existing roadway system. Internally, a system of minor arterials, collectors and local streets will be constructed to interconnect each of the planning areas.

Table 4-1 and 4-2 provides trip generation information for NAS Alameda under each phase of the reuse and redevelopment plan. Table 4-1 shows that during the A.M. peak hour, the Community Reuse Plan would generate about 900 more trips (+37%) than NAS Alameda was generating in 1990. The substantial increase is largely due to the unique peaking characteristics of the military installation, including earlier starting times and shift changes. Most of the traffic growth (770 vehicle trips) would occur in the inbound direction, as workers who live both on and off the island commute to NAS Alameda.

Table 4-2 shows that during the P.M. peak hour, the Community Reuse Plan would generate about 200 more trips (+7%) than in 1990. All of the traffic growth would occur in the outbound direction, as workers leave NAS Alameda and commute to their places of residence both on and off the island.

The proposed Community Reuse Plan land uses would follow traditional trip generation peaks during the morning and afternoon peak hour. This would result in more vehicle trips generated when traffic congestion at key intersections and the Webster/Posey Tubes are the worst. An important element of the entire planning process will be the development of Transportation Systems Management (TSM) programs and policies designed to improve transportation system performance by reducing traffic demand (vehicle trips) during the congested peak travel periods. They would include programs designed to shift trips from single-occupant automobiles to other travel modes (transit) or to less congested periods (staggered work hours).

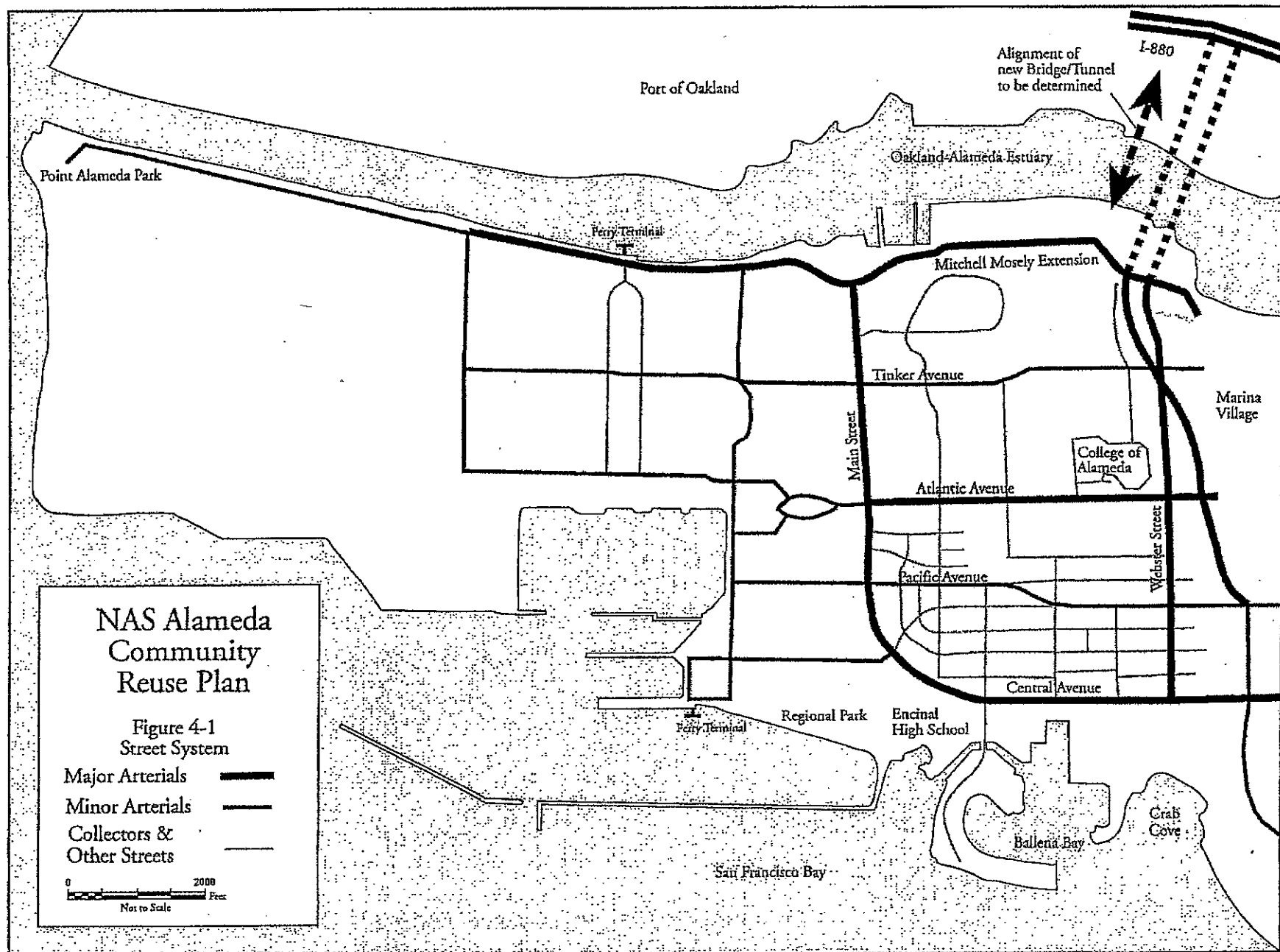


Table 4-1						
NAS Alameda Total Trip Generation Comparison - A.M. Peak Hour						
Phase	Inbound	Percent of 1990 Total	Outbound	Percent of 1990 Total	Total	Percent of 1990 Total
1990	1,620	100%	860	100%	2,480	100%
Interim Reuse	880	55%	780	92%	1,660	67%
Final Reuse	2,390	148%	1,000	118%	3,390	137%

Table 4-2						
NAS Alameda Total Trip Generation Comparison - P.M. Peak Hour						
Phase	Inbound	Percent of 1990 Total	Outbound	Percent of 1990 Total	Total	Percent of 1990 Total
1990	1,200	100%	1,660	100%	2,860	100%
Interim Reuse	910	76%	980	59%	1,890	66%
Final Reuse	1,150	96%	1,910	115%	3,060	107%

Major Access Routes

The Webster/Posey Tubes serves as the major access route that links the City of Alameda and NAS Alameda with the mainland and the regional roadway network. The Webster/Posey Tubes operate as a one-way couplet, with each tube constructed with two lanes for vehicular traffic and a grade-separated pedestrian/bicycle walkway.

As shown in Table 4-3 and 4-4, under existing conditions, the Webster Street Tube and Posey Tube are both operating above their originally designed capacity of 2,200 vehicles per hour. This has resulted in moderate delays and vehicle queues, as people travel to and from the regional highway network. The combination of the planned redevelopment of NAS Alameda and moderate growth on the island will result in the Webster/Posey Tubes to operate at marginal levels, resulting in increased delays and congestion as people commute on and off the island.

Table 4-3						
NAS Alameda Major Access Route						
Volume to Capacity Comparison - A.M. Peak Hour						
Phase	Volume		Reserve Capacity		Percent of 1990 Total	
	Webster Tube	Posey Tube	Webster Tube	Posey Tube	Webster Tube	Posey Tube
1990	2,410	2,650	- 210	- 450	100%	100%
Interim Reuse	2,050	2,890	+ 150	- 690	85%	109%
Final Reuse	2,860	2,840	- 660	- 640	119%	107%

Note: Based on a Capacity of 1,100 vphpl or 2,200 veh / hr for the Webster Street and Posey Street Tubes

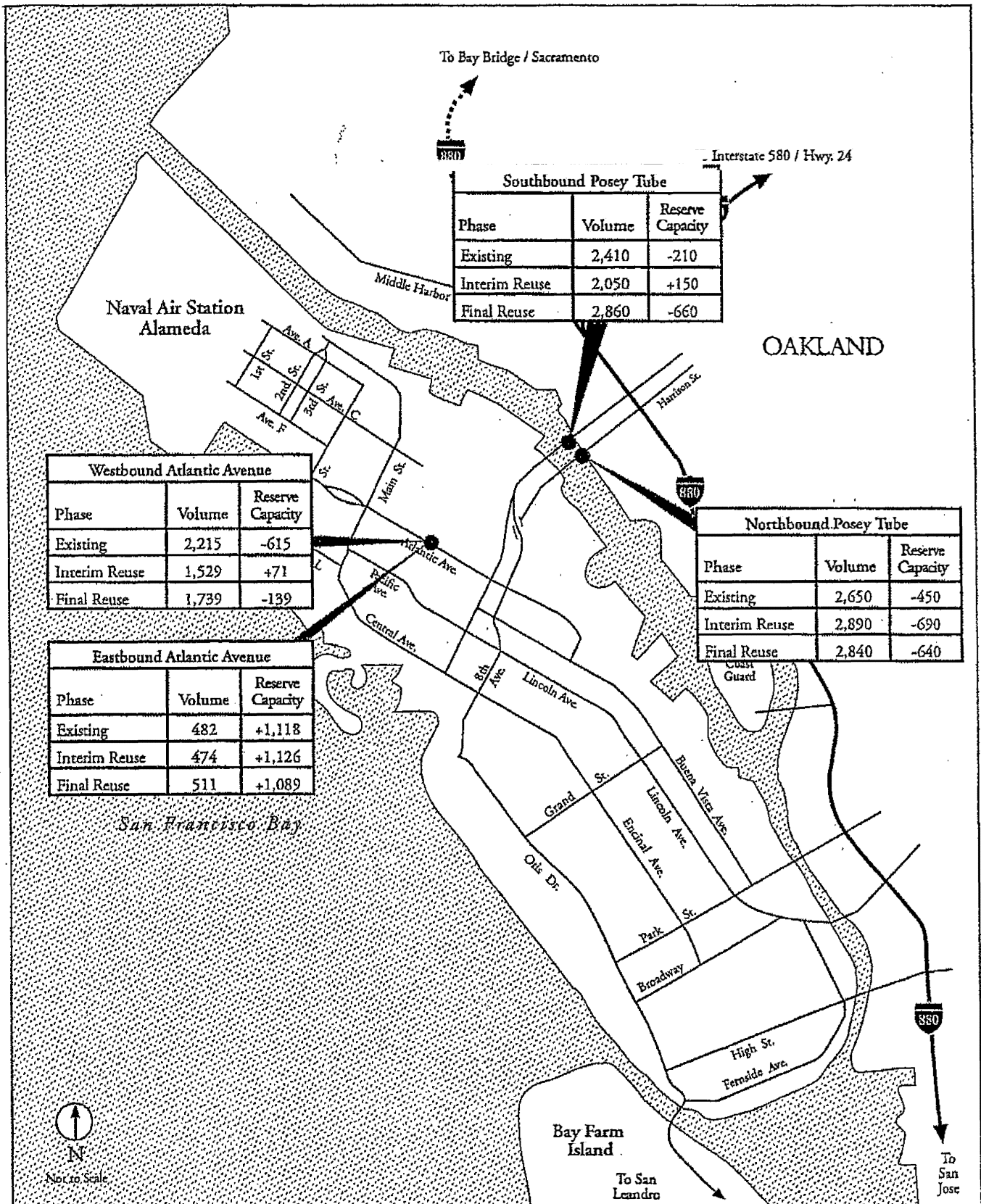


Figure 4-2
AM Peak Hour Volume to Capacity Comparison

NAS Alameda
Community
Reuse Plan

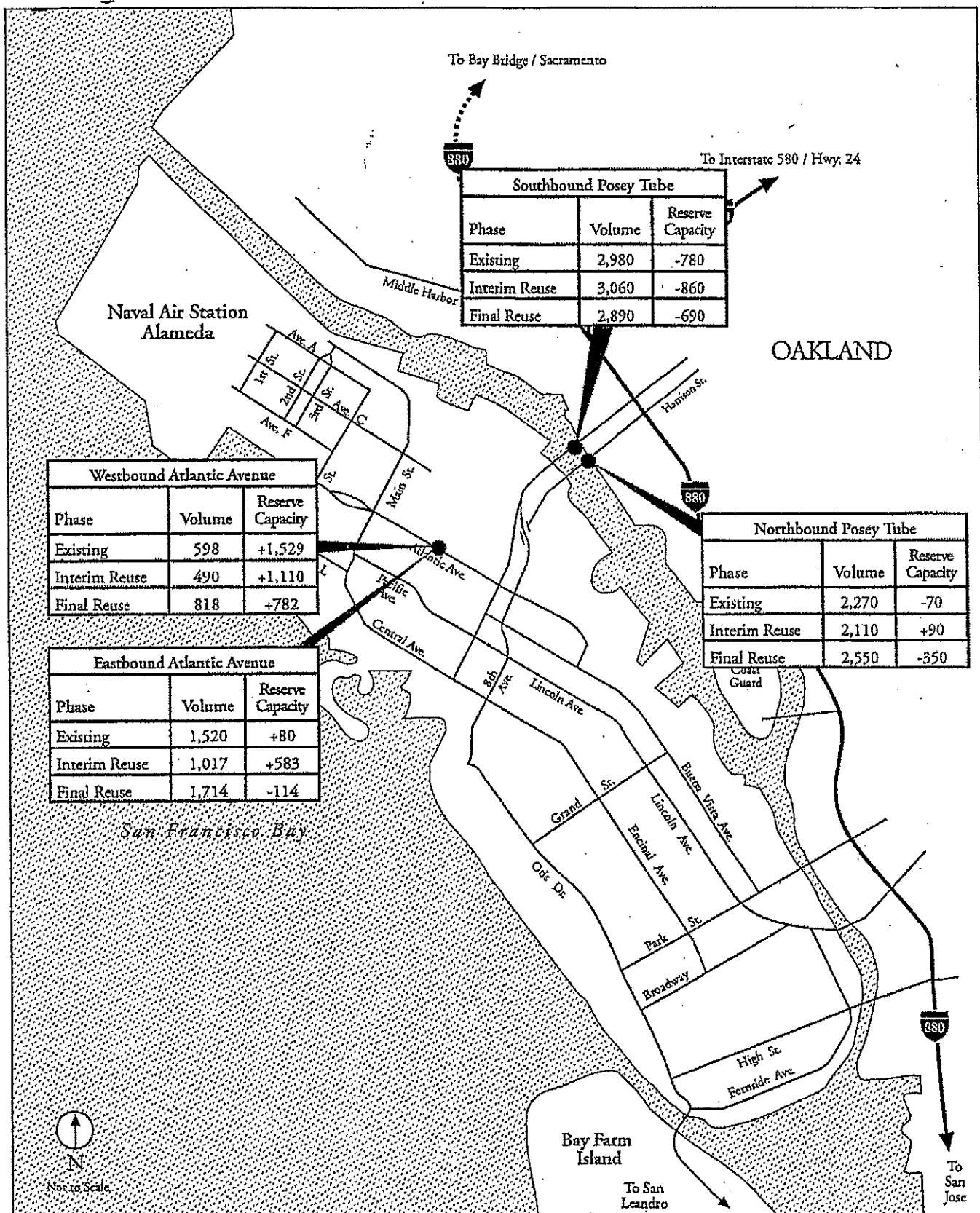


Figure 4-3
PM Peak Hour Volume to Capacity Comparison

Fehr & Peers Associates, Inc.

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NAS Alameda
Community
Reuse Plan

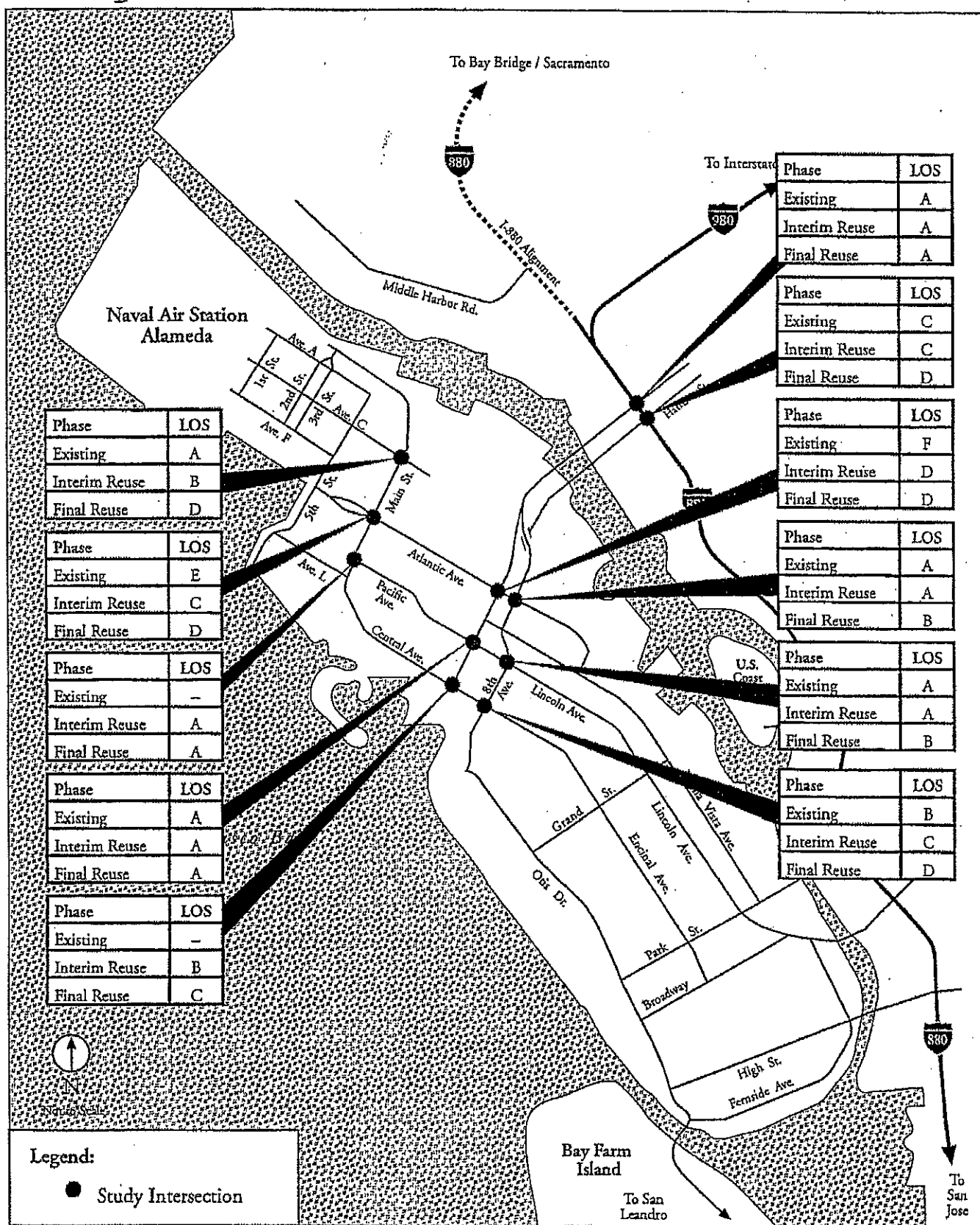


Figure 4-4
AM Peak Hour Levels of Service

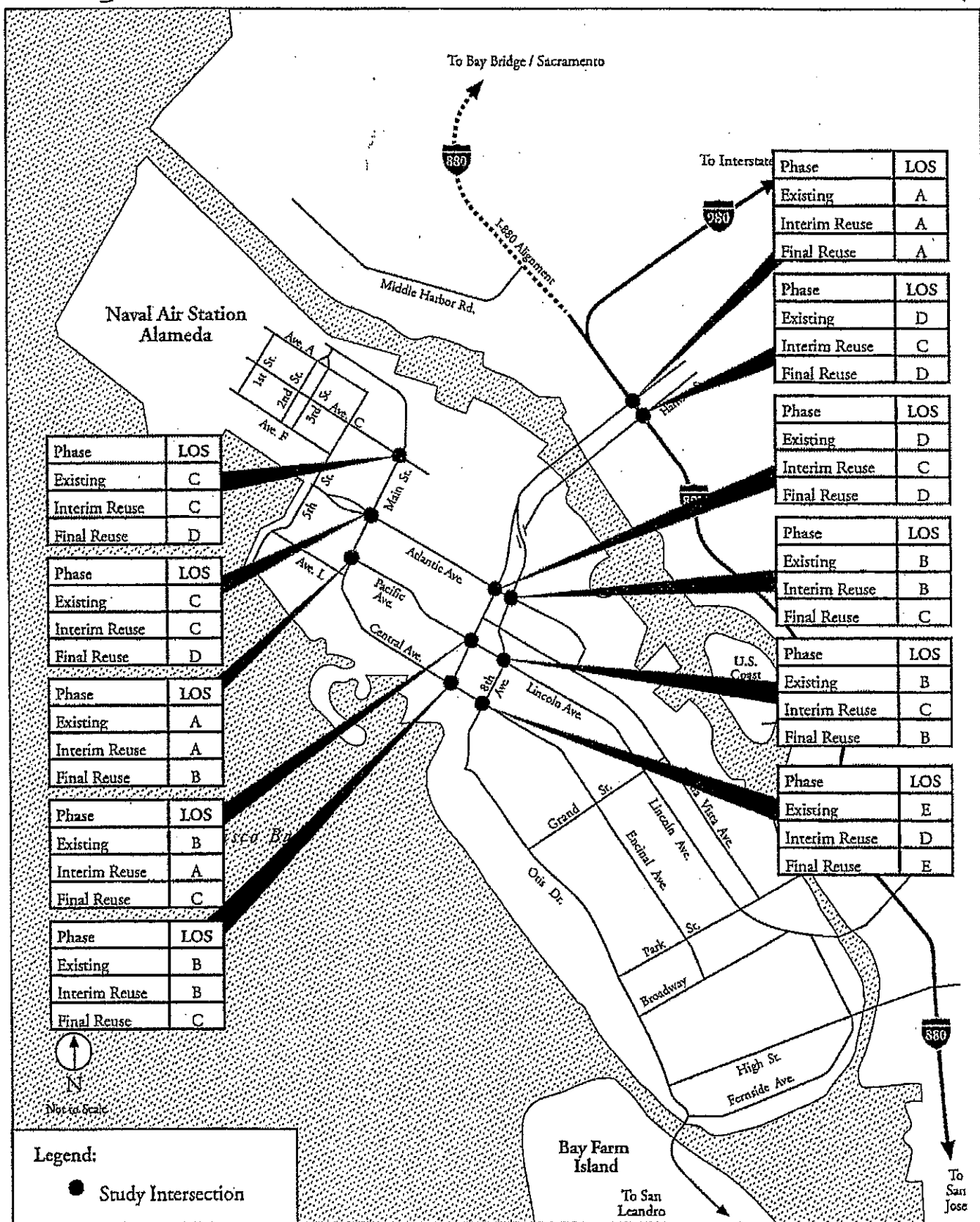


Figure 4-5
PM Peak Hour Levels of Service

Fehr & Peers Associates, Inc.

04/21/2012 Phase VI Figure

NAS Alameda
Community
Reuse Plan

Table 4-4						
NAS Alameda Major Access Route						
Volume to Capacity Comparison - P.M. Peak Hour						
	Volume		Reserve Capacity		Percent of 1990 Total	
Phase	Webster Tube	Posey Tube	Webster Tube	Posey Tube	Webster Tube	Posey Tube
1990	2,980	2,270	- 780	- 70	100%	100%
Interim Reuse	3,060	2,110	- 860	+ 90	103%	93%
Final Reuse	2,890	2,550	- 690	-350	97%	112%
Note: Based on a Capacity of 1,100 vphpl or 2,200 veh / hr for the Webster Street and Posey Street Tubes						

Improvements can be made in the City of Alameda and Oakland to improve access to and vehicle capacity of the Webster/Posey Tubes. The construction of Tinker Avenue and Mosely Avenue will alleviate congestion at the intersection of Atlantic Avenue/Webster Street and improve access and circulation through the western end of the island. They will also distribute the demand on the tubes equitably by providing alternative travel routes to and from the primary access route linking NAS Alameda to the regional roadway network.

In Oakland, improvements can be made to reduce overall congestion and vehicle queues from extending into the Posey Tube. Intersection modifications at the 7th Street/Harrison Street intersection have been proposed to provide sufficient capacity for the heavy northbound right-turn movement. In addition, the elimination of the weaving section on I-880 would alleviate congestion in the Posey Tube. By prohibiting vehicles entering I-880 from the Jackson Street on-ramp from weaving across three lanes of traffic, the backup of traffic onto Jackson Street and the Posey Tube would be significantly reduced.

There are many options for improving existing major access and creating a new vehicle access to Oakland (bridge, tunnel or other vehicle connection). These options have been studied in reports prepared for the ARRA. These studies examine existing configuration of Oakland-Alameda access and the constraints, design criteria, alternative alignments, and preliminary cost estimates of a new access. The ARRA should work with the City of Alameda, Alameda County, Caltrans and other regional organizations to develop plans for design, funding and construction of a new access.

Transportation Systems Management

Transportation Systems Management (TSM) programs and policies are designed to improve transportation system performance by reducing traffic demand (vehicle trips) during the congested peak travel periods. They include programs designed to shift trips from single-occupant automobiles to other travel modes or to less congested periods. Examples of TSM Actions include:

- Employer-Based Rideshare Programs
- Public Transit Expansion
- Variable Work Hours
- Paratransit-Jitneys, Subscription Express Bus Service, and Shared Ride Taxi
- Telecommuting
- Signal Coordination and Intersection Modifications to Improve Traffic

- Flow
- Bicycle and Pedestrian Facilities
- Park-and-Ride Facilities
- Municipal Parking Pricing Policies
- Transportation Management Associations

Intersection Operations

Intersection operations are analyzed in terms of Level of Service (LOS). Intersection LOS is a qualitative measure of the ability of the intersection to accommodate traffic and is based on the ratio of vehicle demand to intersection capacity through a signalized intersection. Level of Service Designations range from "A", indicating free flow, to "F", indicating forced flow or over-saturated conditions. The volume to capacity (V/C) ratio and resulting LOS is dependent upon the peak-hour traffic, intersection geometries, signal phasing and traffic mix. Table 4-5 presents LOS descriptions for signalized intersections.

Eleven key intersections were identified in the planning area. Tables 4-6 and 4-7 present the A.M. and P.M. peak hour levels of service for the nine key intersections in the City of Alameda and the two intersections in the City of Oakland for existing, interim and cumulative conditions, respectively. The

Table 4-5		
Level-Of-Service Definitions for Signalized Intersections		
Level of Service	Signalized Intersection	Range of Volume-to-Capacity Ratio
A	Conditions are such that no approach phase is fully utilized by traffic and no vehicle waits through more than one red indication. (Very slight or no delay)	0.00 - 0.60
B	An occasional approach phase is fully utilized; vehicle platoons are formed; this is suitable operation for rural design purposes. (Slight delay)	0.61 - 0.70
C	Stable operation; occasionally, drivers may have to wait through more than one indication; this is suitable operation for urban design purposes. (Acceptable delay)	0.71 - 0.80
D	Approaching unstable operation; queues develop, but are quickly cleared. (Tolerable delay)	0.81 - 0.90
E	Unstable operation; the intersection has reached ultimate capacity; this condition is not uncommon in peak hours. (Congestion and intolerable delay)	0.91 - 1.00
F	Forced flow; intersection operates below capacity. (Jammed)	over 1.00

Highway Capacity Manual (HCM) Planning Methodology was used to determine the potential impacts of the proposed land uses at NAS Alameda. Under Interim Reuse Conditions, the reduced trip generation of NAS Alameda would result in lower levels of congestion and delay on the Alameda street system and improved levels of service at the intersection of Atlantic Avenue/Webster Street and Atlantic Avenue/Main Street. Under Final Reuse Conditions, all of the signalized intersections would continue to operate at acceptable LOS D conditions or better. Due to overall traffic growth on the island, the intersection of Central Avenue/8th Street would operate at LOS E conditions under P.M. peak hour conditions.

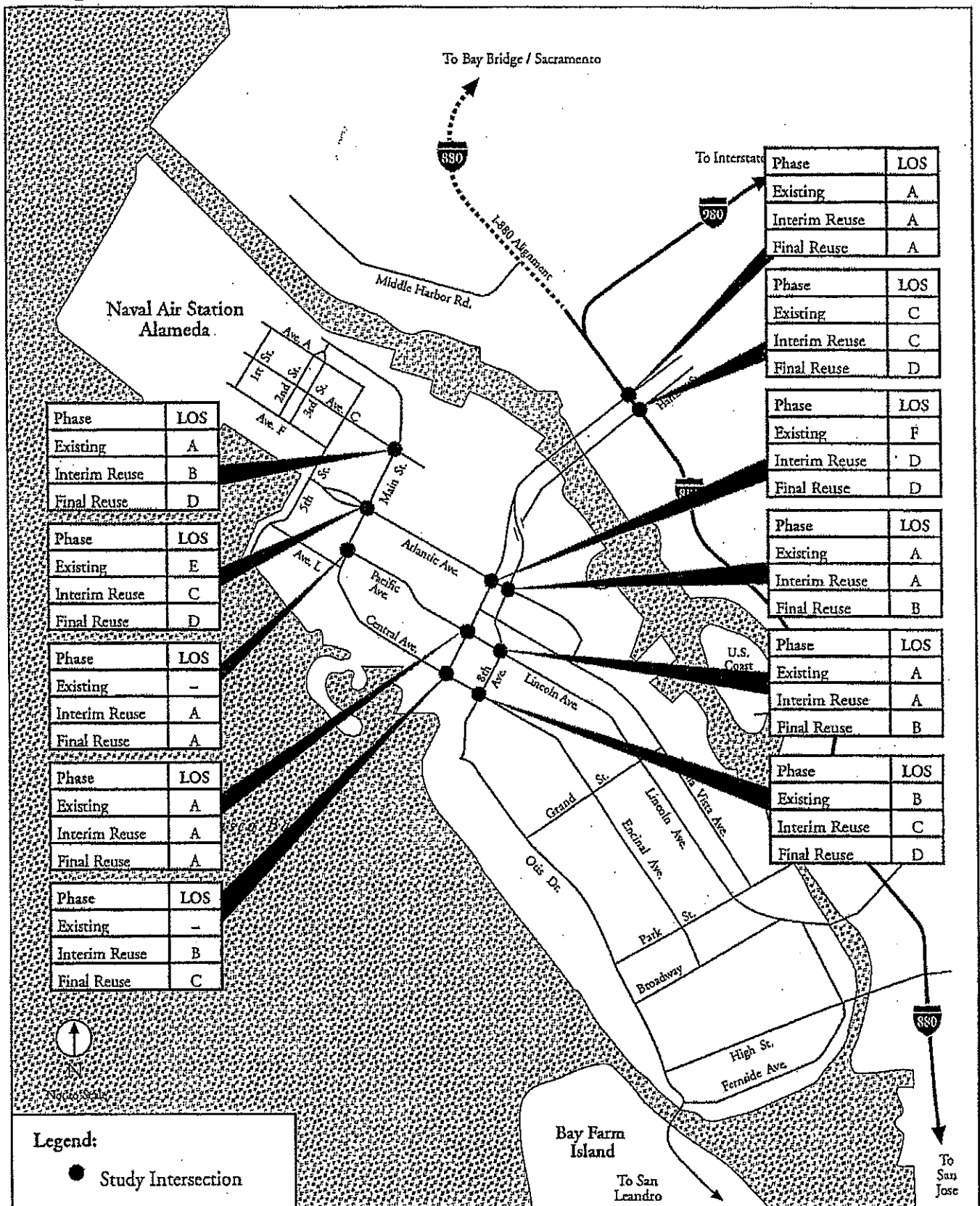


Figure 4-4
AM Peak Hour Levels of Service

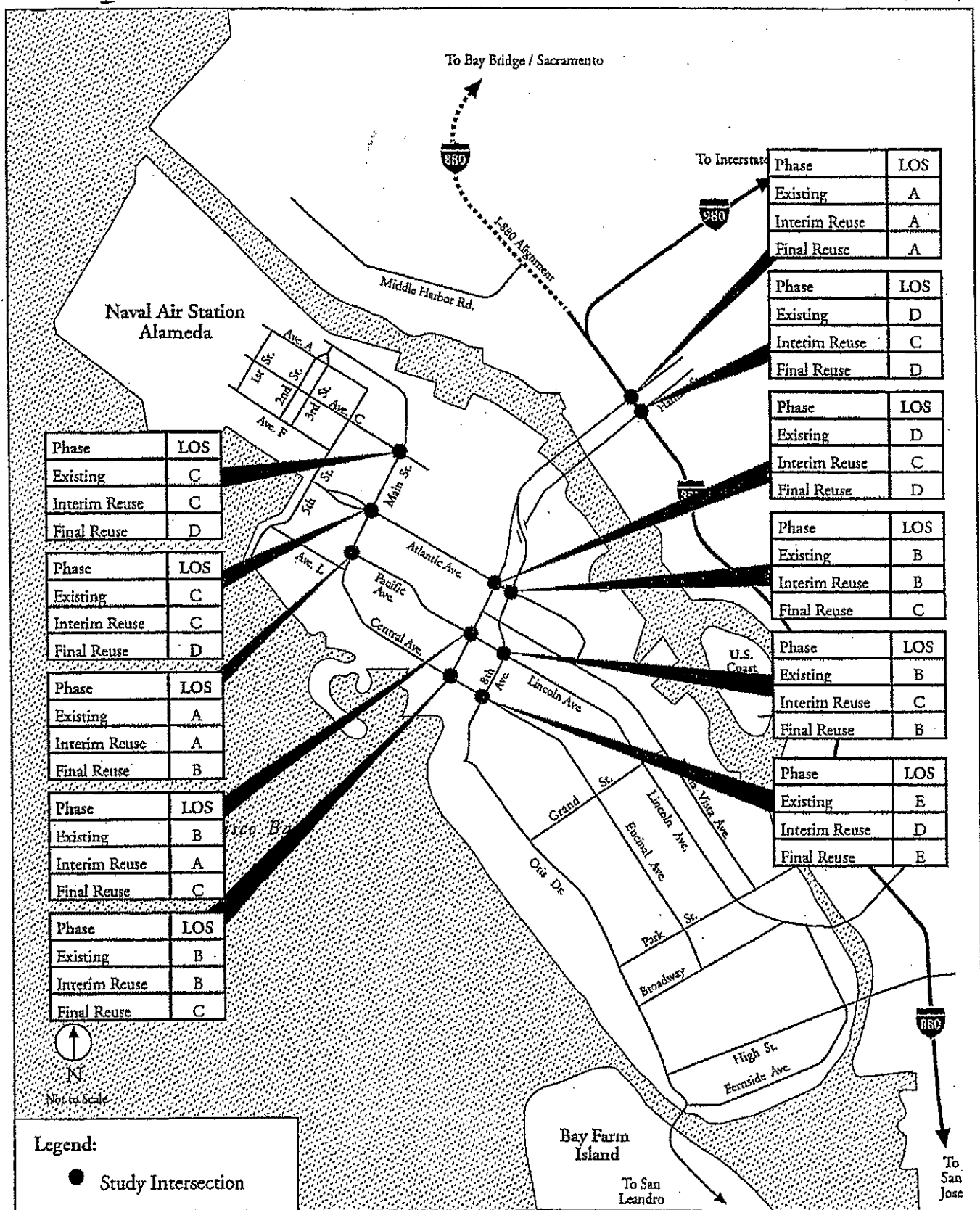


Figure 4-5
PM Peak Hour Levels of Service

The intersection of Seventh Street/Harrison Street in Oakland experiences moderate to extensive delays due to queuing of vehicles accessing northbound and southbound I-880 during the A.M. and P.M. peak hour. Vehicles traveling northbound on I-880 must make three consecutive right-turn movements at closely spaced intersections in order to access the Jackson Street on-ramp. In addition, the weaving section on northbound I-880 causes traffic to backup onto the local street network. Vehicles traveling southbound must also loop under the freeway in order to access the Fifth Street on-ramp to southbound I-880. All of these factors combined result in long vehicle queues, congestion in the Posey Street Tube, and marginal level of service conditions at the intersection of Seventh Street/Harrison Street under build-out conditions.

Table 4-6						
NAS Alameda Intersection Operations - A.M. Peak Hour						
Intersection	1990		Interim Reuse		Final Reuse	
	V / C	LOS	V / C	LOS	V / C	LOS
City of Alameda						
Atlantic Ave./Webster St.	1.30	F	0.84	D	0.86	D
Lincoln Ave./Webster St.	0.38	A	0.40	A	0.55	A
Central Ave./Webster St.	--	--	0.68	B	0.78	C
Avenue C/Main St.	0.51	A	0.66	B	0.85	D
Atlantic Ave./Main St.	0.91	E	0.80	C	0.87	D
Pacific Ave./Main St.	--	--	0.39	A	0.42	A
Atlantic Ave./Constitution Way	0.48	A	0.53	A	0.63	B
Lincoln Ave./Constitution Way	0.56	A	0.59	A	0.62	B
Central Ave./8th Street	0.62	B	0.74	C	0.85	D
City of Oakland						
7th Street/Harrison St.	0.73	C	0.79	C	0.83	D
7th Street/Webster St.	0.47	A	0.41	A	0.50	A

Table 4-7						
NAS Alameda Intersection Operations - P.M. Peak Hour						
Intersection	1990		Interim Reuse		Final Reuse	
	V / C	LOS	V / C	LOS	V / C	LOS
City of Alameda						
Atlantic Ave./Webster St.	0.85	D	0.78	C	0.85	D
Lincoln Ave./Webster St.	0.62	B	0.57	A	0.78	C
Central Ave./Webster St.	0.66	B	0.69	B	0.73	C
Avenue C/Main St.	0.76	C	0.75	C	0.88	D
Atlantic Ave./Main St.	0.78	C	0.74	C	0.87	D
Pacific Ave./Main St.	0.44	A	0.32	A	0.68	B
Atlantic Ave./Constitution Way	0.63	B	0.67	B	0.76	C
Lincoln Ave./Constitution Way	0.64	B	0.77	C	0.65	B
Central Ave./8th Street	0.99	E	0.89	D	0.94	E
City of Oakland						
7th Street/Harrison St.	0.85	D	0.80	C	0.90	D
7th Street/Webster St.	0.58	A	0.59	A	0.54	A

Parking Facilities

Implementation of the NAS Alameda Reuse and Redevelopment Plan will result in various impacts to existing parking facilities. Table 4-8 summarizes the parking supply and demand estimates by phase for the planned land uses and shows that a potential shortfall of about 500 spaces would occur under the Community Reuse Plan. Under Interim Reuse, a shortfall is not expected. New parking facilities will be provided as new development occurs on NAS Alameda and their design and layout would be based on City of Alameda standards.

Table 4-8			
Parking Impact Summary			
Phase	Parking Demand (No. of Spaces)	Parking Supply (No. of Spaces)	Reserve Capacity (No. of Spaces)
1990	4,400	9,400	5,000
Interim Reuse	3,200	9,400	6,200
Final Reuse	9,900	9,400 ¹	(-500)
Note : 1 Assumes parking spaces lost to planned development will be replaced.			

Street Systems Policies:

- 4-1 To accommodate future traffic levels at acceptable standards, roadway improvements are required to the NAS Alameda local roadway system.

As development occurs, the roadway system on NAS Alameda would be upgraded and expanded to serve projected traffic volumes. Preliminary cost estimates were developed to accommodate the development expected to occur in each planning area, while also maintaining consistency with the ultimate transportation plan developed for the Community Reuse Plan.

- 4-2 Work with the City of Alameda, Alameda County, Caltrans and other regional organizations to develop plans for design phasing, funding, and construction of a new vehicle access to Oakland (bridge, tunnel or other vehicle connection).

- 4-3 Minimize vehicle trips to and from NAS Alameda that must cross the Webster/Posey Tubes by providing alternative travel modes and connections to the regional transportation system.

The major constraint to the reuse and redevelopment of NAS Alameda is the lack of a direct access from the regional transportation system to the island, resulting in various levels of congestion through the existing major access route of the Webster/Posey Street Tubes. Given the significant constraints facing further improvements to the major access route to NAS Alameda, options are limited for accommodating future vehicle travel demand accessing the island. Vehicle trip reductions made by changes in travel mode, non-motorized transportation and Transportation Demand Management (TDM) efforts will be important elements to the redevelopment of NAS Alameda.

- 4-4 Plan for the construction of Tinker Avenue and Mosely Avenue to provide additional access routes to NAS Alameda and the Naval Supply Center.

The construction of the Tinker Avenue and Mosley Avenue roadways will improve vehicular access and circulation through the western end of the island. Atlantic Avenue would experience reduced congestion and delays with the construction of parallel roadways and additional access routes to NAS Alameda.

- 4-5 Designate a system of collectors, arterials, and minor local streets as a basis for managing traffic to minimize intrusion in residential neighborhoods. (4.1.a)

Neighborhoods like the Alameda NAS' Main Street Neighborhoods require special consideration in designating streets to ensure effective vehicular access while maintaining a family oriented residential neighborhood.

- 4-6 Implement a grid pattern street system that smoothly transitions into larger Alameda's street system.

- 4-7 Encourage traffic within, to, and through NAS Alameda to use the system of major streets by providing traffic control measures to ensure smooth flow.

Examples include provision of left-turn lanes, limiting left turns, and signal timing.

- 4-8 Develop a program to restrict through-traffic on minor streets where it becomes a problem for residents.

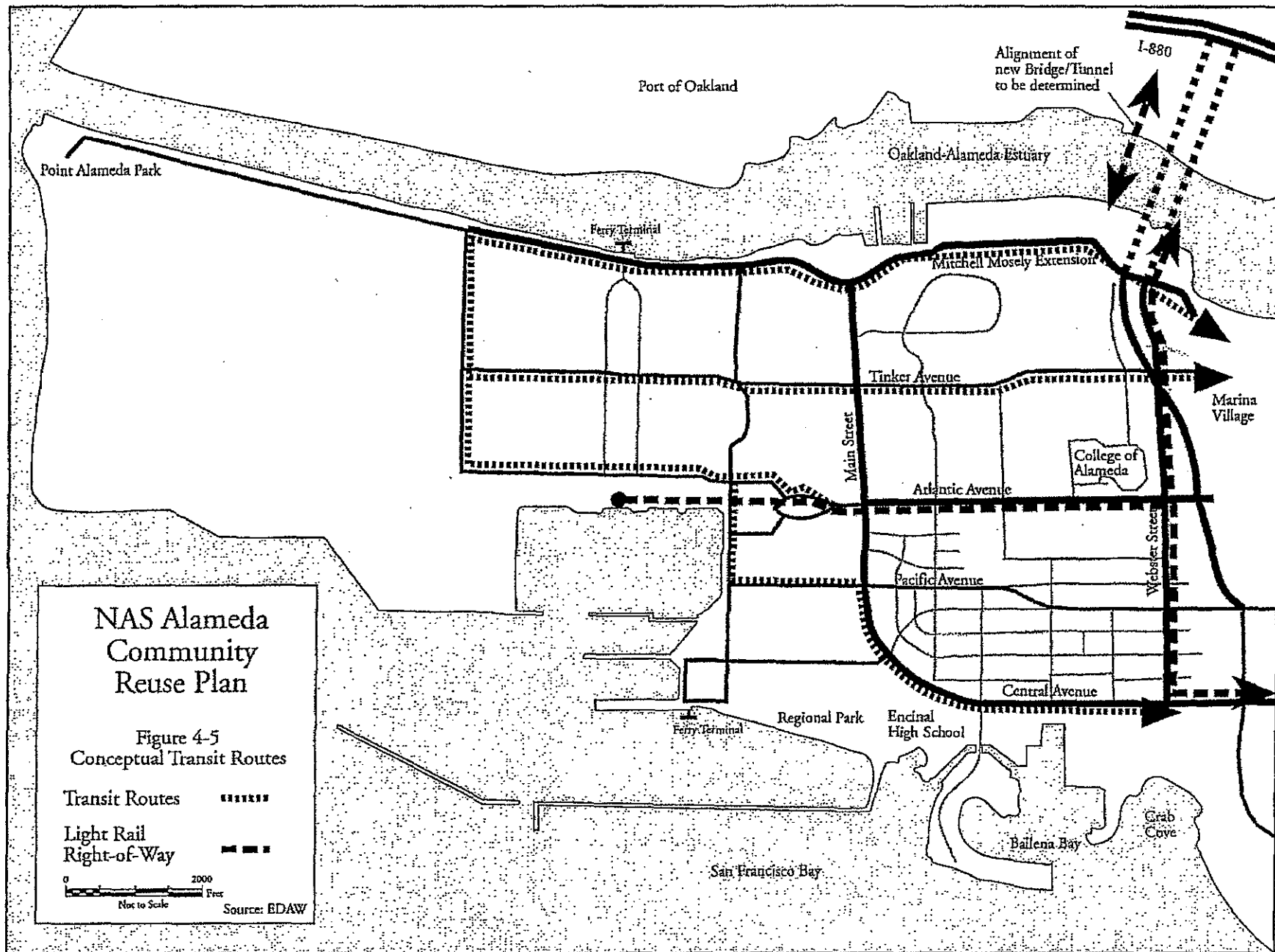
Techniques for restricting through traffic include stop signs, speed limitations and physical alterations such as road narrowing and speed bumps.

TRANSIT SYSTEM

As NAS Alameda develops, demand for transit is projected to increase. The level of demand, however, depends on the type and intensity of new land uses at NAS Alameda. The planned employment centers and relatively high residential density would make improved service and more transit trips (higher mode split) feasible. Under the proposed phasing of the Community Reuse Plan, new and expanded service would be required on NAS Alameda.

A major constraint of the existing transit system is the limited accessibility of direct service from NAS Alameda to BART and other alternative transit modes. Currently, only one bus route (Route T) travels onto NAS Alameda. The limited availability of transit and the additional time that is required to walk to the bus stops located at the perimeter of the Base are the primary reasons for the existing low usage of public transit.

In addition, the Oakland and Alameda to San Francisco Ferry service is operating near capacity and can accommodate only minor increases in patronage with the community reuse of NAS Alameda. Any major increases in patronage may result in the need for additional ferry service to serve the island and NAS Alameda.



Transit Systems Policies:

- 4-9 De-emphasize the use of the single-occupant vehicle during peak periods by encouraging AC Transit to improve the coverage and frequency of transit service to NAS Alameda.

Improved transit service would play the greatest role in decreasing the total number of vehicle trips generated by the Community Reuse Plan. Proposed new transit routes would stop at transit nodes located in each of the planning areas and would operate on schedules similar to existing AC Transit service for the island.

- 4-10 Support ferry service as an effective commute alternative for people who live or work on NAS Alameda.

Any major increases in patronage may result in the need for additional ferry service to serve the island and NAS Alameda. Improved ferry service is expected to relieve congestion and provide a viable alternative travel mode.

- 4-11 Support the potential of direct service from NAS Alameda to BART and other technologies capable of expanding alternative transit use.

Existing technology may include a light rail system to serve NAS Alameda and the rest of the island. Innovative technologies may include an aerial tramway, a floating bridge and waterway transportation.

- 4-12 Strongly support the development of light rail transit on NAS Alameda that is integrated into the City of Alameda system that is proposed in the 1991 General Plan.

Substantial residential development and new employment on NAS Alameda may make the possibility of light rail transit operation attractive. It should be noted, however, that the existing rail network is not a feasible alternative for the development of a light rail system.

- 4-13 Support the development of transit centers on NAS Alameda that correspond with proposed activity centers located throughout the former NAS site.

The proposed transit centers would also serve as multi-modal stations and would include bus shelters and bicycle lockers. Residents would be encouraged to walk to the transit centers. Multi-modal transit centers allow residents and employees to interchange between private and public transportation modes and could be designed with transit-oriented streets that favor mass transit over automobile traffic.

- 4-14 Develop transit-oriented streets where feasible and especially in conjunction with major streets and activity centers. (4.3.d)

A transit-oriented street favors buses over automobile traffic by means including signal priority, discouragement of through traffic, red zones prohibiting parking at bus stops, and curb modification to bring the bus stop to the transit lane rather than requiring buses to move in to the curb. Candidate transit streets include Atlantic Avenue, Main

Street, Tinker Avenue, and Pacific Avenue.

- 4-15 Work with the Metropolitan Transportation Commission to secure needed subsidies for ferry service from federal and state highway or transit funds. (4.3.g)
- 4-16 Work toward integrating NAS Alameda with a Citywide shuttle service that incorporates BART, AC Transit, Dial-A-Ride, and shopper needs. (4.3.h)
- 4-17 Seek both technologies and service providers capable of expanding transit use in NAS Alameda.

Technologies may range from light rail to electric vans or buses. Providers could be the City, AC Transit or other operators stimulated by new demand or subsidies.

BICYCLE AND PEDESTRIAN SYSTEM

With the transfer of NAS Alameda to civilian uses, bicyclists and pedestrians will need adequate facilities to efficiently circulate between the different land uses on NAS Alameda. Efforts to minimize automobile usage for internal circulation and external trips will be improved with adequate sidewalks, bike lanes, bicycle routes and pedestrian paths. Improvements to the existing roadway network on NAS Alameda with sidewalks, bike lanes, basic safety and design standards of the City will be met with the planned redevelopment.

Bicycle and Pedestrian Systems Policies:

- 4-18 Provide a system of sidewalks, crosswalks, and paths connecting residential and employment areas on the Base.

Sidewalk and crosswalk improvements, including the provision of handicap-accessible ramps should be made when the street system on NAS Alameda is upgraded and expanded.

- 4-19 Provide a system of pedestrian and bicycle paths, bicycle lanes and bicycle routes to encourage both commute and recreational bicycling.

Bicycling and walking are expected to be important travel modes for NAS Alameda residents, employees and visitors. Ideally, residents would be able to walk or ride a bike to work, school or for shopping purposes.

- 4-20 Ensure that automobile circulation improvements do not degrade the pedestrian environment. (4.4.a)

Excessive widths, large medians, added turn lanes, wide driveways, and parking lots that do not include designated pedestrian paths create tension for walkers. Addition of medians, curb extensions to the edge of the travel lane at intersections, and similar amenities such as landscaping would improve pedestrian safety and enjoyment, and decrease the amount of time pedestrians must look out for cars. Comprehensive policies for pedestrian environment are found in Section 3.0, Urban Design Framework.

- 4-21 Establish separated bicycle paths on Main Street, Atlantic Avenue, Tinker Avenue, and Mitchell Mosley.
- 4-22 Provide space for pedestrian, wheelchair, and bicycle crossing on both sides, if feasible, as part of any modification to construction of bridges providing access to and within the City of Alameda. (4.4.b)
- 4-23 Encourage transit systems located in NAS Alameda to provide bike transport for commuter and recreational cyclists. (4.5.c)
- 4-24 Consider providing public amenities for bicycle riders such as staging areas with bicycle lockers at transit connections. (4.5.d)
- 4-25 Require places of employment to provide ample, safe storage areas for bikes. (4.5.e)
- 4-26 Prepare a Bikeways Implementation Program for NAS Alameda that includes priorities and a schedule. (4.5.f)
- 4-27 Publish and distribute a map showing existing and proposed bikeways in NAS Alameda. (4.5.g)

MOVEMENT OF GOODS

The Community Reuse Plan contains a large amount of land designated for research & development and flexible light industrial land uses. It is likely that industrial users in these areas would create demand for freight shipments by truck and/or rail. Existing truck access to NAS Alameda consists of the major arterials of Webster St., Constitution Way, Atlantic Ave., Central Ave., and Main St. Most trucks utilize the Webster/Posey Tubes to avoid congestion and extensive travel times through the primarily residential city streets of Alameda.

The Alameda Belt Line Railroad, operated by the Southern Pacific Railroad, connects Alameda to the mainland via a lift bridge located adjacent to the Fruitvale Avenue Bridge. The Belt Line serves industrial customers along the Inner Harbor, running on-street along Clement St. and extending to the Belt Line Yards near Constitution Way and Atlantic Avenue. Historically, the tracks continued along Atlantic Ave. and onto NAS Alameda, serving the docks, heating plant, power plant, and other industrial and commercial areas. The railroad line was rerouted to avoid crossing Constitution Way and Webster St. via a loop through the FISC, along Main St., and onto NAS Alameda through the East Gate. The trackage leading onto NAS Alameda has been inactive since the early 1970s and in many cases has been removed or covered during resurfacing of streets or construction of pedestrian pathways. There are no railroad crossing protection devices or rail equipment at NAS Alameda.

Movement of Goods Policies:

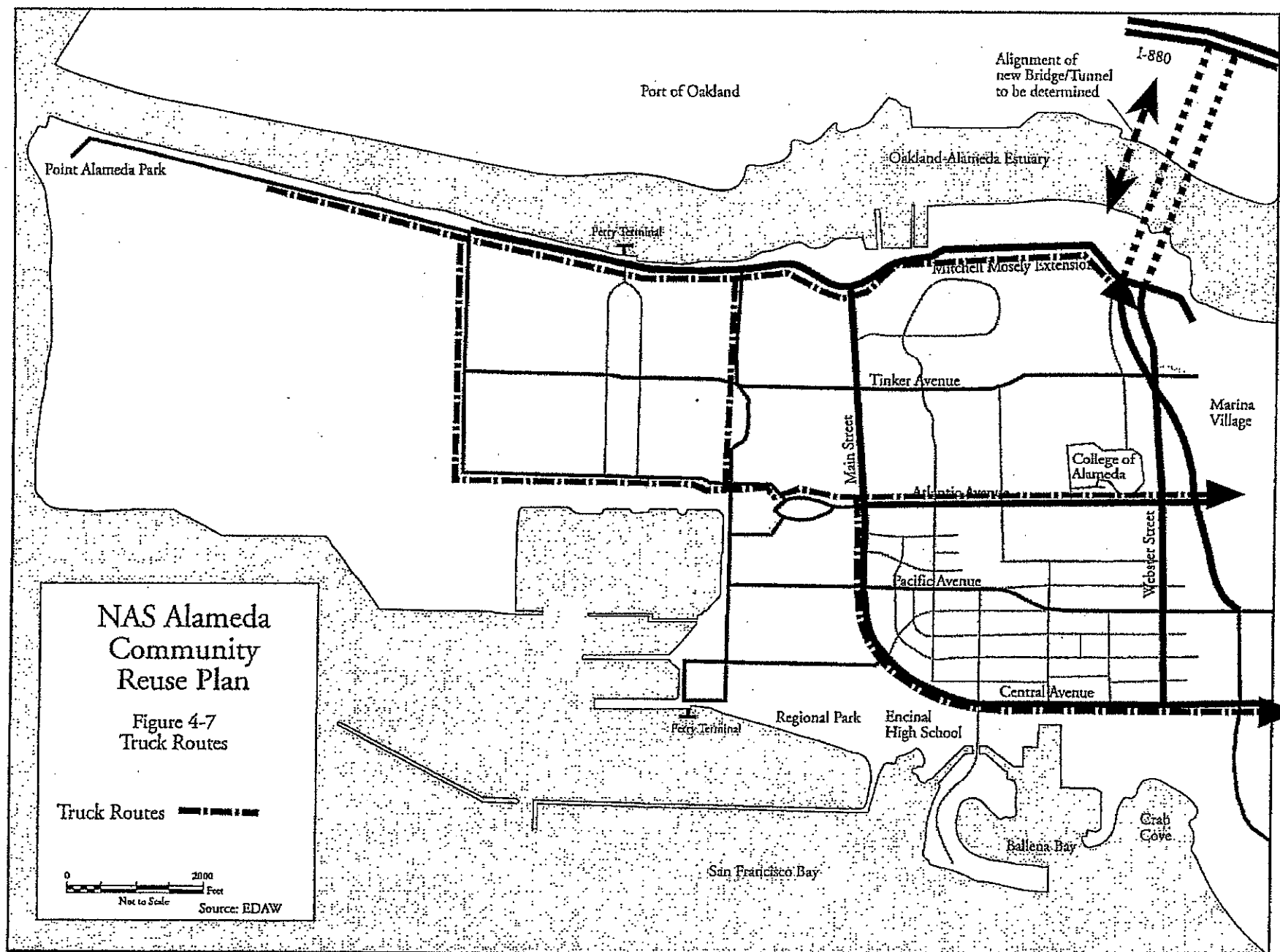
- 4-28 Develop truck routes and review possible requirements for operating time restrictions for truck traffic.

Existing truck routes to NAS Alameda follow the major access routes.

4-29

Develop rail improvements contingent upon market feasibility.

The primary constraint to rail access to NAS Alameda is the poor condition of the Existing Belt Line trackage, tight horizontal curves and at-grade crossings that make access slow and inefficient. Development of plans for reuse of these facilities should be based on the market feasibility, economic need and benefit to industrial and commercial development at NAS Alameda.



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