

FIRST AMERICAN TITLE COMPANY

[ALCOMM 0131- 622324A1A]

Recorded at the Request of and
When Recorded Mail to:

Andrew Kershen
Staff Counsel
California State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, California 95825-8202

2023017072

02/08/2023 11:34 AM

78 PGS



OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$0.00

ELECTRONICALLY RECORDED

STATE OF CALIFORNIA
OFFICIAL BUSINESS:
Document entitled to free
Recordation Pursuant to
Government Code Section 27383
NO TAX DUE

SLC File No.: G 01-01/AD 690
APNs: 72-382-1, 72-382-2, 72-382-9,
72-383-3-1

[Space Above for Recorder's Use]

**LAND EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR THE ENCINAL
TERMINALS PROJECT**

This LAND EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR THE
ENCINAL TERMINALS PROJECT ("**Agreement**") is dated for reference as of FEB 8TH,
2023 2022. The parties to the Agreement are the STATE OF CALIFORNIA, acting by and through
the STATE LANDS COMMISSION ("**Commission**"), the CITY OF ALAMEDA, a municipal
corporation ("**City**"), and NORTH WATERFRONT COVE LLC, a California limited liability
company ("**North Waterfront**"). The Commission, City, and North Waterfront are referred to
together as the "**Parties**." This Agreement is entered into pursuant to Public Resources Code
section 6307.

RECITALS

A. This Agreement concerns approximately 32 acres of land located in the City
commonly known as Encinal Terminals ("**Project Area**"). The Project Area is surrounded by the
Alaska Basin to the west, the Oakland Estuary to the north, and the Fortman Marina to the east,
and includes submerged lands.

B. This Agreement authorizes an exchange of lands that will impress or confirm the
public trust on certain lands within the Project Area ("**Public Trust Lands**"), described in
Exhibit A (Legal Description and Illustrative Plat of Public Trust Lands), and will confirm as
outside the public trust or terminate any public trust interest in certain other lands within the
Project Area ("**Trust Termination Lands**"), described in Exhibit B (Legal Description and Plat
of Trust Termination Lands). The Public Trust Lands and Trust Termination Lands are referred
to together as the "**Exchange Lands**."

C. Upon its admission to the Union on September 9, 1850, the State of California
("**State**"), by virtue of its sovereignty, received all right, title, and interest in certain tide and

submerged lands (collectively “**tidelands**”) within its boundaries up to the ordinary high-water mark, subject to the public trust for commerce, navigation, and fisheries (“**Public Trust**”).

D. In 1913, the State granted to City all of the State’s sovereign right, title, and interest in tidelands within the then-existing 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 (as amended, “**Granting Act Trust**”). The Granting Act Trust and the Public Trust are collectively referred to herein as the “**Trust**.”

E. The portion of the Project Area owned by North Waterfront was included within the 1820 grant of Rancho San Antonio by the Spanish Governor of California to Luís María Peralta. On February 2, 1848, the United States and Mexico signed the Treaty of Guadalupe Hidalgo, by which the United States agreed to recognize prior Spanish and Mexican land grants. The Rancho San Antonio grant was confirmed by the United States District Court in 1871. The portion of the Project Area owned by the City consists of historic tidelands that were granted by the State to the City subject to the Trust, some or all of which were ultimately filled and reclaimed.

F. In the early 20th Century, the Alaska Packers Association built the Fortman Marina, just east of the Project Area, as the winter anchor for their salmon fishing fleet. The Alaska Packers went on to construct Alaska Basin and in 1925 built Encinal Terminals. By the 1950s, Encinal Terminals was a major port for a variety of goods, and the first high-speed container-handling gantry crane in the United States was installed there in 1959. However, by the 1980s, the larger container ports such as Oakland and Long Beach had taken the lead, and ultimately Encinal Terminals could not compete as a shipping terminal. By the late 1980s, the gantry cranes were disassembled, and the Encinal Terminals ceased port operations. The site was used for container storage until approximately 2010 and has been vacant since then. The Project Area now consists of a few vacant warehouses and shed buildings amid asphalt and concrete paving, with concrete and wooden wharves comprising the northern and western waterfronts. The wharves are in a state of disrepair and in need of seismic upgrading and/or demolition. There is presently no public access to the Project Area.

G. Substantial uncertainty exists over the true state of title to large portions of the Project Area. Most of the lands were within the Rancho San Antonio as it was confirmed and surveyed in 1871, and the record boundaries of that survey have been, in this area of the Rancho, used as the basis of legal descriptions and parcel boundaries since then. However, the true location of the shoreline in its last natural state cannot be determined with certainty. The 1871 Rancho San Antonio survey of the shoreline in the vicinity of the project differs significantly from another survey done that same year by George F. Allardt for the State Board of Tide Land Commissioners. See Exhibit D (Comparison Plat of Historic Shoreline Surveys). Human activities may have altered the shoreline after 1871, possibly including hydraulic-mining debris entering the San Francisco Bay and the San Antonio Estuary until 1884 and substantial siltation in the Estuary caused by runoff from the logging of the Lake Merritt watershed. The Estuary itself was modified to meet the needs of waterborne commerce, including dredging to create Alaska Basin and filling in other portions of the Project Area. North Waterfront alleges that mining debris and runoff siltation caused accretion that extended outward the boundary of private lands in the Project Area and that later artificial changes such as dredging and filling dramatically altered the shoreline, making the shoreline in its last natural state difficult to locate, but having no effect on the location of the shoreward boundary of the property. North Waterfront

takes the position that nearly all of the subject property is held by it in fee simple. The City and the State disagree on the presence or extent of these alleged facts and the legal results of those facts on land ownership. Litigation to prove the true location of the waterward boundary of the private lands in the Project Area would be expensive and time consuming, would likely require the determination of facts at trial, and would be uncertain as to outcome. The exchange called for by this Agreement would settle and resolve the question of title and boundaries in a manner that would benefit the Parties and the Trust without the unnecessary expenditure of time and resources.

H. The Trust Termination lands owned by the City are filled and reclaimed, have been cut off from the water and, are no longer useful for Trust purposes. At the same time, the former Rancho lands within the Project Area, which are owned by North Waterfront free of the Trust, include the wharf and waterfront lands on the western and northern portions of the site, former uplands that were dredged to create Alaska Basin and the Estuary, and certain lands capable of providing public access to the water and the waterfront. The current configuration of Trust and non-Trust lands within the Project Area severely limits the site's development potential and effectively prevents the site from serving many Trust purposes.

I. North Waterfront has proposed a development plan for the Project Area that includes seismically upgrading a portion of the wharf, demolishing a portion of the wharf, converting the remaining wharf and the entire waterfront into a public promenade and park, extending the San Francisco Bay Trail to include the entire site perimeter, and providing a central boulevard connecting the waterfront to the rest of the City. These major public improvements would be financed by development of the interior of the site for residential and commercial uses. Implementation of the proposed development plan is not possible without a resolution of Trust title issues and a reconfiguration of the Trust within the Project Area. City has issued a number of approvals for the development plan ("**Development Approvals**"), conditioned on execution of this Agreement.

J. Public Resources Code section 6307 provides that the Commission may enter into an exchange, with any private or public entity, of filled or reclaimed tide and submerged lands that are subject to the Public Trust, for other lands or interests in lands, if the exchange is made for certain purposes, including: to enhance the physical configuration of the shoreline or trust land ownership; to enhance public access to or along the water; to enhance waterfront and nearshore development or redevelopment for public trust purposes; and to preserve, enhance or create open space; and to resolve boundary or title disputes. The Commission must also find that the exchange meets certain enumerated conditions. This Agreement sets forth the procedures for and the terms of an exchange pursuant to section 6307. The findings made in support of this Agreement are in accordance with section 6307.

K. The land exchange and title settlement described in this Agreement is needed to confirm the State's sovereign interest in certain lands subject to the Trust; to confirm or impress the Trust on the lands of greatest value to the Trust in the Project Area; to confirm as non-Trust or terminate the Trust in areas that are of little value to the Trust, thereby making development of those areas economically feasible; and to allow the Project Area to be used to the greatest benefit of the people of this State.

L. The exchange will place or confirm in the Trust all of the lands within the Project Area that lie waterward of the current mean high water line, certain lands lying landward of the

mean high water line that are immediately adjacent to the waterfront, and certain interior lands that will provide public access to the waterfront or are otherwise useful to the Trust. Approximately 2 acres currently subject to the Trust will remain in the Trust, and approximately 18 acres will be added to the Trust. The exchange will terminate the Trust on approximately 4.5 acres of former tidelands within the Project Area that have been filled and reclaimed, are cut off from access to the waterfront, and are no longer needed for Trust purposes. The exchange will also confirm as non-Trust approximately 7 acres of upland. The Trust Termination Lands were filled pursuant to a highly beneficial program of harbor development and constitute a relatively small portion of all the sovereign lands granted to City by the State, being more than 7700 acres. The exchange will result in a net increase of approximately 13.5 acres of trust lands.

M. The Parties have conducted independent studies and evaluations of the 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 Public Trust 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 Public Trust Lands is equal to or greater than the monetary value of the land or interests in land to be given in the Trust Termination Lands.

N. The land title transfers provided for in 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:

(i) City will convey to the Commission all of its right, title, and interest in the Exchange Lands by quitclaim deed;

(ii) North Waterfront will convey to the Commission all of its right, title, and interest in the Exchange Lands by quitclaim deed;

(iii) After accepting the above conveyances, the Commission will convey to City all of its right, title, and interest in the Public Trust Lands, subject to the Trust, or (if separately approved by the Commission) an Interim Trust lease or quitclaim deed as set forth in Section 3 of this Agreement; and

(iv) The Commission will convey by patent the Trust Termination Lands to North Waterfront, free of the Trust.

O. The conveyances authorized by this Agreement may occur in phases, each referred to as a “**Closing Phase**.” The portions of the Project Area to be exchanged in each Closing Phase (each a “**Phase Area**”), as presently anticipated by the Parties, are depicted for illustrative purposes in Exhibit C (Illustrative Plat of Phase Areas). Each Closing Phase will effectuate the conveyance of the lands within one or more Phase Areas depicted in Exhibit C, as that exhibit may be modified by the Parties as provided in this Agreement.

P. The Alameda City Council authorized City to enter into this Agreement through Ordinance No. 3311, adopted on February 1, 2022. The Commission approved this Agreement by Staff Report No. 45 at its meeting of August 23, 2022.

AGREEMENT

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

1. **Conveyances to Effectuate Exchange.** Subject to the phasing provisions, conditions of closing, and other terms and conditions of this Agreement, the Parties shall make the following conveyances of property:

a. **City Conveyance to State.** City shall convey, remise, release, and forever quitclaim to the Commission all of City's right, title, and interest in the Exchange Lands. The conveyance shall be by quitclaim deed in the form of Exhibit H (Form of City Quitclaim Deed).

b. **North Waterfront Conveyance to State.** North Waterfront shall convey, remise, release, and forever quitclaim to the Commission all of North Waterfront's right, title, and interest in the Exchange Lands, which conveyance shall be by quitclaim deed in the form of Exhibit I (Form of North Waterfront Quitclaim Deed).

c. **State Conveyance of Public Trust Lands to City.** The Commission shall convey, remise, release, and forever quitclaim, in trust, to City all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in the Public Trust Lands, which conveyance shall be by Patent in the form of Exhibit J (Form of Public Trust Patent), and the lands conveyed shall be held by City as sovereign lands subject to the Trust; provided, however, that the Commission's obligations under this section are subject to the Interim Trust Lease provision of Section 3.

d. **State Conveyance of Trust Termination Lands to North Waterfront.** The Commission shall convey, remise, release, and forever quitclaim to North Waterfront all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in the Trust Termination Lands, which conveyance shall be by Patent in the form of Exhibit K (Form of Trust Termination Patent) and shall specifically release and terminate any Trust interest in the lands conveyed.

2. **Conveyance Order and Timing.** Each conveyance listed in Section 1, above, shall be recorded in the public records of Alameda County sequentially and on the same day.

3. **Interim Trust Lease.**

a. The Parties agree to use reasonable efforts to promptly seek legislation ("**Trustee Legislation**") granting to City as trustee, subject to the Granting Act Trust, that portion of the Public Trust Lands not previously granted in trust to City ("**New Trust Lands**"), which are the lands within the North Waterfront Indemnification Area illustrated in Exhibit E.

b. If Trustee Legislation is not in effect at the time of a Closing Phase, as defined in Section 7.a. below, then the Commission shall consider at a public meeting entering into and delivering to City an interim lease ("**Interim Trust Lease**"), the form of which shall contain the terms described below, in lieu of a Public Trust patent for the New Trust Lands to be conveyed at that Closing Phase. The City shall give Commission staff at least eight weeks' notice of an expected Closing Phase prior to a regularly scheduled Commission meeting.

c. The Interim Trust Lease for the Commission to consider shall:

i. Lease to the City that portion of the New Trust Lands conveyed to the Commission at the Closing Phase;

ii. Provide that the Lease premises shall be automatically expanded upon each subsequent Closing Phase to include the New Trust Lands conveyed to the Commission in that Closing Phase;

iii. Provide that the Trust benefits and public use of the proposed development plan shall serve as consideration for the lease in lieu of monetary rent, with the Commission reserving the right to set a monetary rent in accordance with the Commission's standard Public Agency lease terms if the Commission finds, at a public meeting, such action to be in the State's best interests, and the City reserving the right to terminate the lease if monetary rent is required;

iv. Authorize the City to permit North Waterfront to enter on to the premises for purposes of constructing and maintaining the required improvements as provided in the Development Approvals for the lease;

v. Have a term of 20 years, which shall automatically terminate upon the transfer of fee title in the premises to the City pursuant to the Trustee Legislation;

vi. Include such other special terms as the Commission and City Manager may deem appropriate; and

vii. Except to the extent modified by the agreed special terms, include the Commission's standard Public Agency lease terms.

d. If, at the time of the Closing Phase for Phase 1, the Commission has not approved an Interim Trust Lease consistent with Section 3.c, and Trustee Legislation is not in effect, then at the Phase 1 closing, the Commission shall convey to the City, in lieu of a Public Trust patent for the New Trust Lands, a quitclaim deed to that portion of the Phase 1 lands lying upland of both historic surveys (as described in Recital G and depicted on Exhibit D). The quitclaim deed shall reserve to the Commission a public trust easement and shall be in a form reasonably agreed to by the Commission and the City.

e. If, following the Commission's conveyance of an Interim Trust Lease or quitclaim deed above, Trustee Legislation becomes effective, then, upon the City's written request, the following shall occur:

i. If an Interim Trust Lease was conveyed, the Commission shall, promptly and with reasonable diligence convey to City by patent the lands subject to the Interim Lease in the manner provided in Section 1.c above, which patent shall provide for the termination of the Interim Lease;

ii. If a quitclaim deed was conveyed, the City shall quitclaim to the Commission, and the Commission shall patent to the City, the Phase 1 Public Trust Lands, in the manner provided in Sections 1.a and 1.c above, and the patent shall provide for the termination of the Commission's reserved trust easement.

iii. The City shall record or cause to be recorded the Commission's patent in the public records of Alameda County.

f. Notwithstanding the conveyance of an Interim Trust Lease or quitclaim deed, the parties shall continue to use reasonable efforts to seek Trustee Legislation.

4. State Minerals Reservation. The Commission excepts from the conveyances of the Public Trust Lands made by the Commission pursuant to this Agreement and reserves unto the State, its successors and assigns, forever, any and all minerals and any and all mineral rights in the lands of every kind and character now known to exist or hereafter discovered in the Public Trust Lands. 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 assigns, except that, this reservation shall not include the right of the State or its successors or assigns 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 City or City's successor, assigns, or lessees; or (2) conduct any mining activities of any nature whatsoever above a plane located five hundred (500) feet below the surface of the lands without written permission of City or its successors or assigns.

5. Commission Findings. The Commission, effective upon recordation of this Agreement, makes the following findings as required by Public Resources Code section 6307 and to comply with Article X, section 3 of the California Constitution:

a. The exchange is for purposes that include resolving boundary and title disputes; creating and enhancing open space; enhancing the physical configuration of the shoreline and trust land ownership; enhancing public access to and along the water; and enhancing waterfront and nearshore development and redevelopment for Public Trust purposes.

b. The lands or interests in lands to be acquired in the exchange will provide a significant benefit to the Public Trust.

c. The exchange does not substantially interfere with public rights of navigation and fishing.

d. The lands or interests in lands to be impressed with the Trust have a monetary value equal to or greater than the monetary value of the lands or interests in lands to be exchanged out of the Trust. Based on the Commission's consideration of the appraisal documents, legal analyses, and configuration of Public Trust Lands and Trust Termination Lands, the Commission finds that, if City and North Waterfront proceed with phased closings pursuant to Section 7.b.ii, then after each Closing Phase, the cumulative monetary value of all of the lands or interests in lands 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.

e. The Trust Termination Lands are a relatively small portion of the lands granted to the City, have been cut off from water access and no longer are in fact tidelands or submerged lands or navigable waterways, by virtue of having been filled or reclaimed, and are relatively useless for public trust purposes. The exchange will not result in substantial

interference with Trust uses and purposes and is consistent with and furthers the purposes of the Trust.

f. The exchange is in the best interests of the state.

6. [intentionally omitted].

7. Phased Closings.

a. Each Closing Phase shall be consummated through the offices of First American Title Company, 4750 Willow Road Suite 275, Pleasanton, California, 94588 (the "**Title Company**"). Upon satisfaction of all pre-conditions to closing required pursuant to the Development Approvals, North Waterfront and City shall establish an escrow with the Title Company and provide written notice to the Executive Officer of the Commission and designated representative of North Waterfront (the "**Closing Notice**"). The Closing Notice shall include 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 City's and/or North Waterfront's responsibility and control. The Parties shall use commercially reasonable efforts to close within 120 days of receipt of the notice.

b. City and North Waterfront may proceed with a series of Closing Phases, each of which shall be completed in accordance with the following provisions:

i. The boundaries of the lands to be conveyed in each Closing Phase shall substantially conform to the boundaries in one or more Phase Areas.

ii. Closing Phases may proceed in any order, except that the first Closing Phase shall include the lands within "Phase Area 1" as depicted on Exhibit C.

iii. The Closing Notice shall include, in addition to the documents listed in Section 7.a above, a notice identifying the Phase Area(s) involved in the Closing Phase, any Revised Phase Area Plan submitted pursuant to Section 7.b.v of this Agreement, and the legal descriptions for the portions of the Public Trust Lands and Trust Termination Lands to be conveyed in the Closing Phase.

iv. Within 30 days after receiving the Closing Notice, the Executive Officer of the Commission ("**Executive Officer**"), in his or her reasonable discretion, shall determine whether the Closing Phase or Phases described therein substantially conform to the boundaries of one or more Phase Areas depicted in Exhibit C and communicate the determination to City and North Waterfront in writing. A Closing Phase that differs from one depicted in Exhibit C solely due to an approved Parcel Boundary Adjustment, as defined in Section 8 below, shall be deemed to substantially conform with Exhibit C.

v. If City and North Waterfront wish to revise the Phase Areas in a manner that would substantially differ from those depicted in Exhibit C, City and North Waterfront may, at any time, submit to the Commission a complete set of diagrams depicting such revisions ("**Revised Phase Area Plan**"). The Commission may approve the Revised Phase Area Plan and replace Exhibit C with such upon the Executive Officer's determination that after each Closing Phase under the Revised Phase Area Plan, the cumulative lands or interests in lands

exchanged into the Trust will be configured in a way that furthers the purposes of the overall exchange, including, but not limited to, meeting the equal value requirement described in Section 5.d.

8. Procedures for Adjusting Parcel Boundaries. The Parties anticipate that a number of development approvals within the Project Area, 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 exchange (or relevant exchange phase) has 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, including streets to be held subject to the Trust. Accordingly, minor adjustments to the boundaries between the Public Trust Lands and the Trust Termination Lands, 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. Such a change ("**Parcel Boundary Adjustment**") shall proceed in accordance with the following procedures:

a. City may request from the Executive Officer approval of a Parcel Boundary Adjustment. City or North Waterfront shall provide the Executive Officer with any maps, legal descriptions, surveys, or other information necessary to review the proposed Parcel Boundary Adjustment. The Executive Officer may approve the Parcel Boundary Adjustment if he or she finds in his or her sole discretion that the Parcel Boundary Adjustment would not constitute a material change in parcel boundaries and is in the best interests of the state. For purposes of this Agreement, a material change shall include, but not be limited to, any change in parcel boundaries that results in a decrease of more than 0.5 acre in the total Public Trust Lands contemplated by this Agreement. If the Executive Officer determines that the proposed Parcel Boundary Adjustment would constitute a material change in parcel boundaries, he or she shall refer the Parcel Boundary Adjustment to the Commission, whose consideration of the referral shall proceed pursuant to Section 8.b. If the Executive Officer finds that a proposed Parcel Boundary Adjustment is not a material change but does not approve the Parcel Boundary Adjustment, the Executive Officer shall refer the proposal to the Commission upon written request of the City or North Waterfront.

b. The Commission may approve a Parcel Boundary Adjustment if it determines that the Parcel Boundary Adjustment, based on final legal descriptions, would not constitute a material change, or would constitute a material change but the Commission makes the findings set out in Section 5 of this agreement as to the revised Public Trust Lands configuration. The Commission shall not unreasonably delay or withhold its approval, subject to the required findings.

c. Following Executive Officer or Commission approval, City, North Waterfront, and Commission staff 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 North Waterfront's sole cost and expense. The Parties shall prepare, execute, and record a Memorandum of Parcel Boundary Adjustment including all revised exhibits, which shall, upon recordation, be deemed to replace the corresponding exhibits to this Agreement. If an approved Parcel Boundary Adjustment affects lands previously conveyed pursuant to this Agreement, the Parties shall cooperate in undertaking

any conveyances, lot line adjustments, or other actions necessary to effectuate the Parcel Boundary Adjustment as to such lands,

d. Section 8 shall expire and be of no effect immediately after the final phase closing.

9. Conditions Precedent to Closing.

a. Legal Descriptions. It is a condition precedent to a Party's obligation to close escrow for the conveyance or acceptance of real property that the Party has approved the legal description for the real property, which approval shall not be unreasonably withheld. For the Commission, the Executive Officer may grant such approval; for City, the City Manager may grant such approval.

b. Commission's Closing Conditions. As a condition precedent to the Commission's obligation to close escrow, the Executive Officer shall have approved:

i. The condition of title and the form of a CLTA title insurance policy to be issued by the title company, in the amount of coverage reasonably requested, for any portion of the Public Trust Lands to be conveyed in the closing.

ii. The physical condition of the Public Trust Lands to be conveyed in the closing, which may include, without limitation, a determination that all remedial action necessary to protect human health and the environment with respect to Hazardous Substances has been completed in compliance with all applicable Environmental Law. For purposes of this Agreement: (1) "**Hazardous Substances**" shall mean any substance which is defined or regulated under any Environmental Law; and (2) "**Environmental Law**" shall mean all present and future federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements pertaining to the protection of human health and safety or the environment.

iii. The Record of Survey described in Section 11 of this Agreement.

c. City's Closing Conditions. As a condition precedent to City's obligation to close escrow for a Closing Phase, North Waterfront shall have satisfied all conditions precedent to the City's obligation to close on that Closing Phase as set forth in the Development Approvals.

d. North Waterfront's Closing Conditions. As a condition precedent to North Waterfront's obligation to close escrow for a Closing Phase, City shall have satisfied all conditions precedent to North Waterfront's obligation to close on that Closing Phase as set forth in the Development Approvals.

10. Deposits into Escrow.

a. Commission Deposits. At least two (2) business days prior to the closing of a Closing Phase, the Commission shall deposit the following documents into escrow:

i. A certified copy of the Minute Item for Calendar Item No. 45, of the Commission public hearing on August 23, 2022, showing the Commission's approval of this Agreement;

ii. This Agreement, duly signed and attested, unless previously recorded.

iii. The Executive Officer's written approval of (A) the condition of title to the portion of the Public Trust Lands included in the Closing Phase as shown in pro forma title commitments in coverage amounts acceptable to the Executive Officer, (B) the form of title insurance to be issued, and (C) the physical condition of the Public Trust Lands;

iv. A duly signed and attested patent in the form of Exhibit K, transferring to North Waterfront, free of the Trust, the portion of the Trust Termination Lands included in the Closing Phase; and

v. A duly signed and attested patent in the form of Exhibit J, transferring to City, subject to the Trust, the portion of the Public Trust Lands included in the Closing Phase, or, if required by Section 3, a duly executed counterpart of an Interim Trust Lease or a duly executed quitclaim deed, as applicable.

b. City Deposits. At least two (2) business days prior to the closing of a Closing Phase, City shall deposit the following documents into escrow:

i. A certified copy of City Council Resolution No. 3311, adopted on February 1, 2022, authorizing the City to enter into this Agreement;

ii. A duly signed and acknowledged quitclaim deed from City in the form of Exhibit H, transferring to the Commission all of City's right, title, and interest in the portion of the Exchange Lands included in the Closing Phase; and

iii. If applicable under Section 3, an executed counterpart of the Interim Trust Lease.

c. North Waterfront Deposits. At least two (2) business days prior to the closing of a Closing Phase, North Waterfront shall deposit the following documents into escrow:

i. A duly signed and acknowledged quitclaim deed from North Waterfront in the form of Exhibit I, transferring to the Commission the portion of North Waterfront's right, title, and interest in the Exchange Lands included in the Closing Phase; and

ii. Pro forma title insurance commitments for the portion of the Public Trust Lands included in the Closing Phase, in a form and with coverage amounts approved by the Commission.

d. All patents and quitclaim deeds deposited into escrow which name either City or the Commission as grantee shall include a certificate of acceptance duly executed by the grantee (which certificate may be deposited into escrow separately by the grantee), the appropriate attestations or acknowledgments, and any ancillary documents required by state law or the Alameda County Recorder, such as executed Transfer Tax Affidavits and executed Preliminary Change of Ownership Records.

e. The Parties shall submit to the escrow agent joint escrow instructions substantially conforming to the foregoing, together with any supplemental instructions necessary to effectuate the intent of this Agreement as may be agreed to in writing by the Parties.

11. Records of Survey. Immediately following the closing for each Closing Phase, 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 Parties and based on field surveys, showing the boundaries of the Public Trust Lands and Trust Termination Lands (or the portions thereof conveyed in that Closing Phase, as applicable). 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 8 of this Agreement, 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. North Waterfront shall be responsible for the costs of preparing and recording any survey required by this section. The Commission's approval of the survey may be given by its Executive Officer.

12. Close of Escrow and Recordation. The joint escrow instructions for each Closing Phase shall direct the escrow agent to notify the Parties, upon the agent's receipt of all documents listed and described in the escrow instructions, of its intention to close escrow and to record this Agreement, if not already recorded, and all deeds and patents pertaining to the Closing Phase, in the manner specified in, and subject to the requirements of, the escrow instructions.

13. Impacts of Sea Level Rise.

a. The exchange authorized by this Agreement is intended to establish with certainty the boundary between lands free of the Trust and lands subject to the Trust within the Project Area, which boundary is intended to be ambulatory with the ordinary high-water mark according to California law, as altered by its legislature or construed by its courts from time to time. The Parties agree that for boundary purposes sea-level rise is a natural condition, rather than artificial, and is a gradual and imperceptible change, rather than sudden or perceptible. The original boundaries established by this Agreement (i.e., the boundaries that exist within each Phase Area upon completion of each Closing Phase) will be landward of and at a higher elevation than the ordinary high-water mark. The Parties therefore agree that the boundaries established by this Agreement shall remain fixed until such time, if ever, that the actual ordinary high-water mark moves landward of a boundary, and that the boundaries established by this Agreement will never lie seaward of their original location; provided that the Parties may mutually agree to alter boundaries as otherwise allowed by this Agreement.

b. Nothing in this Agreement obligates the Commission to protect or cause to be protected any privately held uplands, including, but not limited to, constructing or causing to be constructed any protective structures that benefit any privately held uplands. Further, nothing in this Agreement shall be construed as creating any duty on the part of City or the Commission to the owners or lessees of any properties within the Project Area to provide protection against sea level rise, inundation from any cause, avulsions, or tsunamis.

c. 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, including lands freed from the Trust at the locations established pursuant to this Agreement, or to file an action within the applicable limitations period to preserve the title interests of such lands 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.

14. Judicial Confirmation of Validity of Settlement. City or North Waterfront 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. The Parties shall cooperate 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. Except as the Parties may otherwise agree in writing, North Waterfront shall be responsible for all costs incurred by the Commission and the City associated with their participation in a judicial action initiated by North Waterfront pursuant to this section, including without limitation reasonable attorneys' fees and costs.

15. Effect of a Judicial Finding of Invalidity. A judicial determination that any portion of this Agreement is invalid shall not invalidate the remainder. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties shall amend this Agreement or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

16. Indemnification and Defense of Claims.

a. North Waterfront shall indemnify, defend and hold harmless the Commission and the City, and their respective 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 Substances (1) that as of the date of a closing for a Closing Phase are located at, on, over, under, or flowing through any portion of that portion of Public Trust Lands to be conveyed (or to be under an Interim Trust Lease) at the closing within the area identified as the North Waterfront Indemnification Area on Exhibit E, (2) that at any time are released as a result of remediation activities or improvements to Public Trust Lands performed by or on behalf of North Waterfront, or (3) that at any time are located at, on, over, under, or flowing through any portion of the Trust Termination Lands to be conveyed at the Closing Phase, except that this clause (3) shall not apply to any claim arising solely from a release occurring after the closing date for the Closing Phase, where the release is caused by the indemnified party's gross negligence or willful misconduct.

b. Without limiting the obligations of North Waterfront in Section 16.a., City shall indemnify, defend and hold harmless the Commission and its respective officers, commissioners, and employees from and against any and all Claims, including third party Claims and Claims by any governmental agency, relating to any Hazardous Substances that as of the

date of a closing for a Closing Phase are located at, on, over, under, or flowing through any portion of the Public Trust Lands lying outside of the North Waterfront Indemnification Area, except to the extent the Claim relates to remediation activities or improvements to Public Trust Lands performed by or on behalf of North Waterfront.

17. Commitment to Use Reasonable Efforts to Defend Agreement. 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, North Waterfront shall reimburse the Commission and City 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 or City, and including but not limited to any award of attorney fees made by a court of competent jurisdiction against the Commission or City, on such reasonable terms and conditions as the Parties may establish by separate agreement. Nothing in this Section limits the discretion of the Commission or City, at its sole cost and expense, to conduct its own defense or take the lead in its own defense.

18. Execution Before a Notary Public. All signatures of the Parties to this Agreement and all deeds and other instruments of conveyance 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 Clerk-Recorder of the County of Alameda, California. The Governor's signature shall be attested to by the Secretary of State.

19. Agreement for Compromise and Settlement. It is expressly understood by the Parties that the provision set forth in this Agreement have been agreed upon for purpose of compromising and settling disputed interests in the Public Trust Lands and Trust Termination Lands.

20. No Determination of Trust Consistency. Nothing in this Agreement shall be construed as a determination by the Commission regarding the Public Trust consistency of any use of the Public Trust Lands authorized by the Development Approvals.

21. Agreement not to Encumber. Except to the extent consistent with the purposes of this Agreement, or as otherwise provided herein, none of the Parties shall sell, transfer, assign, mortgage, pledge, or hypothecate, whether by operation of law or otherwise, any of their respective rights, title, or interests in or to those Public Trust Lands or Trust Termination Lands to be transferred at a closing for a Closing Phase prior to the consummation of the transfers of those parcels (or portions thereof) as provided for herein, without the prior written consent of the Party to receive fee title following consummation of the transfer. Notwithstanding anything to the contrary in the foregoing, neither Commission nor City shall unreasonably withhold, condition or delay its approval of a sale, transfer, or assignment (each a "Transfer") of North Waterfront's interest in the Public Trust Lands, provided that the Transfer: (i) includes all of the Public Trust Lands not yet exchanged; (ii) is consistent with the Development Approvals, and (iii) is conditioned on the assumption by the transferee of all obligations of North Waterfront under this Agreement.

22. 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.

23. Allocation of Costs and Expenses. North Waterfront shall pay the expenses and fees of the escrow agent, including those costs associated with document preparation and recordation of this Agreement, its deeds, patents, Interim Trust Lease, and any associated documents. North Waterfront shall also pay all closing costs, including without limitation all expenses and fees associated with any title insurance policy.

24. No Admission or Effect if Agreement Not Made Effective. If this Agreement does not become effective, or becomes effective but is declared by a final non-appealable judgment of a court of competent jurisdiction to be invalid, 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 Project Area.

25. 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 Project Area.

26. No Damages. No party shall have any remedy for monetary damages against another party for breach of this Agreement, excepting recovery of attorneys' fees to the extent provided by this Agreement.

27. Notice: Any notice required pursuant to this Agreement shall be in writing and given by delivering the notice in person, by commercial courier, or by sending it by registered or certified mail, or overnight mail, return receipt requested, with postage to the addresses shown below or to such other address as the applicable Party may provide. For the convenience of the Parties, notice also may be given by electronic mail in addition to one of the above methods, at the numbers listed below:

Commission:

State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202
Attn: Chief Counsel
Email: Seth.Blackmon@slc.ca.gov

With copies to:

Office of the Attorney General
State of California
600 West Broadway, Suite 1800
San Diego, CA 92101
Attn: Kimberly Gosling
Email: _Kimberly.Gosling@doj.ca.gov

City:

City of Alameda
2263 Santa Clara Avenue, Room 320
Alameda, CA 94501
Attn: City Manager
Email: manager@alamedaca.gov

With copies to:

City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
Attn: City Attorney
Email: cityattorney@alamedacityattorney.org

and

Bill White
Shute, Mihaly & Weinberger, LLP
396 Hayes St.
San Francisco, CA 94102
Email: white@smwlaw.com

North Waterfront:

North Waterfront Cove LLC
12667 Alcosta Blvd., Suite 170
San Ramon, CA 94583
Attn: Michael S. O'Hara
Email: mohara@timlewis.com

With copies to:

Tim Lewis
North Waterfront Cove LLC
3500 Douglas Boulevard, Suite 270
Roseville, CA 95661
Email: tlewis@timlewis.com

and

Briscoe Ivester & Bazel
235 Montgomery Street, Suite 935
San Francisco, CA 94194
Attn: John Briscoe
Email: jbriscoe@briscoelaw.net

28. 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.

29. Approvals and Consents. Unless otherwise provided in this Agreement, whenever an approval, consent or satisfaction is required of a Party, the approval, consent or satisfaction shall be given on behalf of the Party by the representative(s) listed below. The City Manager is hereby expressly authorized to sign all deeds, leases, and other instruments and documents necessary to implement this Agreement on behalf of City.

a. If the Party is the Commission: by the Commission, as may be evidenced by appropriate document executed by the Executive Officer of the Commission.

b. If the Party is City: by the City Manager.

c. If the Party is North Waterfront: by North Waterfront's authorized representative.

30. Correction of Technical Errors. If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement, in a legal description or the reference to or within any exhibit with respect to a legal description, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this Agreement or any of its exhibits, the Parties affected by the error by mutual agreement may correct such error by memorandum reflecting the intent of the Parties concerning the relevant exhibits, legal descriptions, or other provisions at the time of approval and execution of this Agreement. The Executive Officer of the Commission, the City Manager of City, and North Waterfront may approve and execute such a "**Memorandum of Correction**" without the necessity of amendment of this Agreement.

31. Agreement Binding on Successors. 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.

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

33. 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.

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

35. Effective Date. This Agreement shall become effective upon execution by all Parties and the Governor. For purposes of bringing a validation action under Section 14, this Agreement shall be deemed entered into upon execution by the Executive Officer of the Commission, who shall be the last to sign prior to the signature of the Governor.

36. Termination. If at least one Closing Phase has not been completed by 8 years from the effective date, this Agreement shall terminate and be of no further force and effect unless extended in writing by both the City Manager (on behalf of the City) and the Executive Officer (on behalf of the Commission), each in their sole and absolute discretion.

37. Exhibits A through K. Exhibits A through K, inclusive, are attached to this Agreement and are incorporated by reference as parts of it.

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

STATE OF CALIFORNIA
STATE LANDS COMMISSION

DATED: 11/21/2022

By: 
Jennifer Lucchesi
Executive Officer

Approved as to form:

Rob Bonta
Attorney General of the
State of California

DATED: 11/2/22

By: Kimberly Gosling
Digitally signed by Kimberly
Gosling
Date: 2022.11.02 10:43:11 -07'00'
Kimberly Gosling
Deputy Attorney General

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

On November 21, 2022 before me, Kyle Pierce, Notary Public,
(insert name and title of the officer)

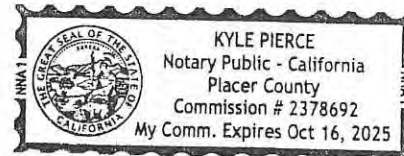
personally appeared Jennifer Lucchesi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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

Kyle Pierce (Seal)

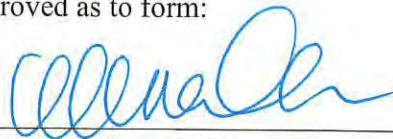


DATED: 10/31/2022

CITY OF ALAMEDA

By: 
Nancy Bronstein
City Manager

DATED: 10/31/2022

Approved as to form:
By: 
Celena H. Chen
Chief Planning Counsel

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

On

10/31/22

before me,

Rina Mae Winston

Notary Public

(insert name and title of the officer)

personally appeared

Nancy Bronstein

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(Seal)




DATED: 11/1/22

NORTH WATERFRONT COVE LLC,
a Delaware limited liability company

By: Marina View L.P., a California
limited partnership
Its: Managing Member

By: TL Management, Inc.,
Its: General Partner

By: 
J. Timothy Lewis *
Its: President

*AKA JAY TIMOTHY LEWIS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On Nov 1, 2022 before me, Lisa L. Shearon, Notary Public a Notary Public, personally appeared Jeff Timothy Lewis, 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.

J. TIMOTHY LEWIS

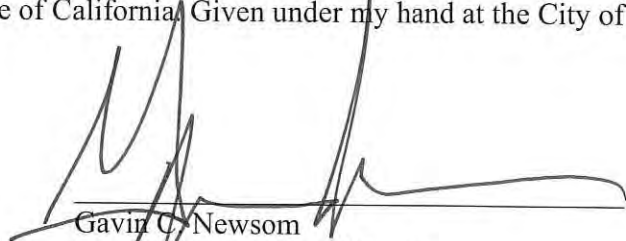
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa L. Shearon (Seal)

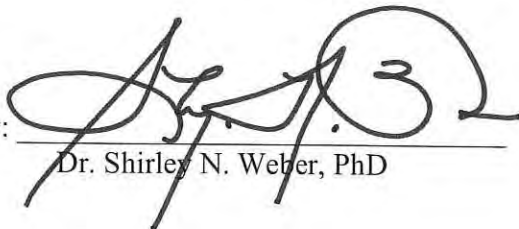


IN APPROVAL WHEREOF, I, Gavin C. Newsom, Governor of the State of California, have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this January 25th, 2023


Gavin C. Newsom
Governor, State of California



Attest:
SECRETARY OF STATE

By: 
Dr. Shirley N. Weber, PhD

TRUE COPY CERTIFICATION

(Government Code 27361.7)

ROSEVILLE, CA

Place of Execution (City and State)

I certify under penalty of perjury that this material is a true copy of the original material contained in the document.

GOLDEN SEAL:
THE GREAT SEAL OF THE STATE OF CALIFORNIA

2/8/2023

Date

eRecording Partners Network

By: 

Signature of Declarant
JENEY DELAROSA

Type or Print Name

LIST OF EXHIBITS


<u>Exhibit</u>	<u>Name/Description</u>
A.	Legal Description and Illustrative Plat of Public Trust Lands
B.	Legal Description and Illustrative Plat of Trust Termination Lands
C.	Illustrative Plat of Phase Areas
D.	Comparison Plat of Historic Shoreline Surveys
E.	Illustrative Plat of North Waterfront Indemnification Area
F.	Intentionally omitted
G.	Intentionally omitted
H.	Form of City Quitclaim Deed
I.	Form of North Waterfront Quitclaim Deed
J.	Form of Public Trust Patent
K.	Form of Trust Termination Patent

EXHIBIT A

*(Legal Description and Illustrative Plat of
Public Trust Lands)*

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

LEGEND

- POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
 SUBMERGED PUBLIC TRUST LANDS
- - - - - APPROXIMATE SHORELINE

OAKLAND INNER HARBOR

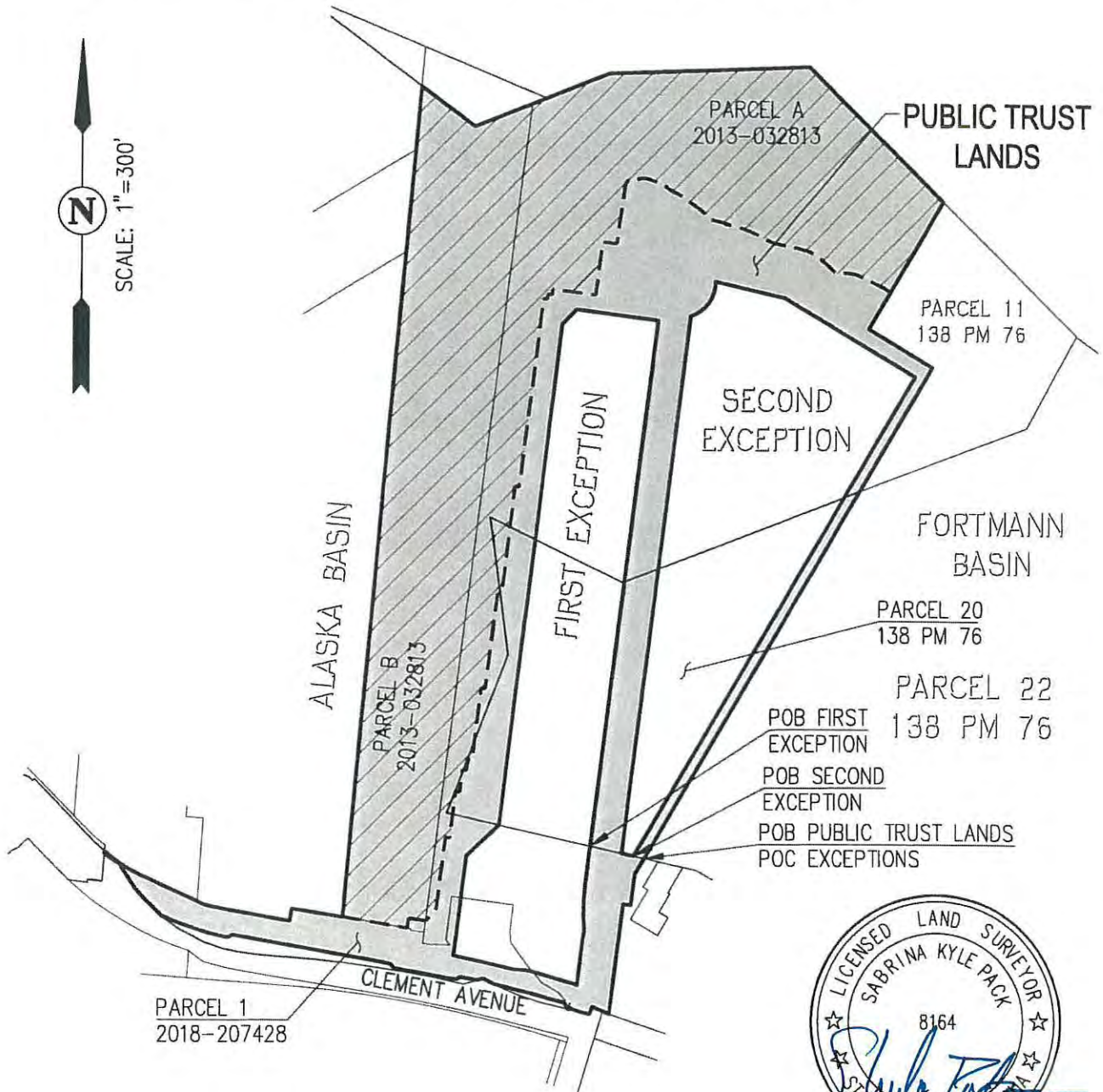


EXHIBIT A
ILLUSTRATIVE PLAT OF PUBLIC TRUST LANDS
ALAMEDA, CALIFORNIA

OCTOBER 26, 2022

SHEET 1 OF 1

EXHIBIT A
LAND DESCRIPTION
PUBLIC 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 those certain parcels of land described as Parcel A and Parcel B in that certain Grant Deed recorded January 24, 2013, as Document No. 2013-032813, of Official Records, in the Office of the County Recorder of Alameda County, a portion of that certain parcel of land described as Parcel 1 in that certain Grant Deed recorded October 26, 2018, as Document No. 2018-207428, of Official Records, in said Office of the County Recorder of Alameda County, and being a portion of Parcel 20, as said Parcel 20 is shown and so designated on that certain Parcel Map No. 2938, recorded July 19, 1983, in Book 138 of Parcel Maps, at page 76, in said Office of the County Recorder of Alameda County, more particularly described as follows:

Beginning at a point on the eastern line of said Parcel A (2013-032813), said point being the southeastern corner of said Parcel 20 (138 PM 76);

Thence, from said Point of Beginning, along said eastern line of Parcel A (2013-032813), the following four (4) courses:

- 1) South 30°40'44" West 34.71 feet,
- 2) South 07°15'00" West 60.00 feet,
- 3) North 82°45'00" West 15.00 feet, and
- 4) South 07°15'00" West 210.26 feet to the southeastern corner of said Parcel A (2013-032813);

Thence, from said southeastern corner, along the southern line of said Parcel A (2013-032813), the following three (3) courses:

- 1) North 67°08'00" West 34.01 feet,
- 2) South 26°15'00" West 14.85 feet, and
- 3) North 76°59'00" West 17.66 feet;

Thence, leaving said southern line of Parcel A (2013-032813), along the arc of a non-tangent 2,011.50 foot radius curve to the left, from which the center of said curve bears South 17°40'23" West, through a central angle of 00°41'34", an arc distance of 24.32 feet;

Thence, along the arc of a reverse 9.50 foot radius curve to the right, from which the center of said curve bears North 16°58'49" East, through a central angle of 49°14'33", an arc distance of 8.16 feet;

Thence, along the arc of a reverse 10.50 foot radius curve to the left, from which the center of said curve bears South 66°13'22" West, through a central angle of 49°40'31", an arc distance of 9.10 feet;

Thence, along the arc of a compound 2,018.50 foot radius curve to the left, from which the center of said curve bears South 16°32'53" West, through a central angle of 03°51'02", an arc distance of 135.65 feet to a point on the southern line of said Parcel 1 (2018-207428);

Thence, along said southern line of Parcel 1 (2018-207428), the following two (2) courses:

- 1) North 62°48'00" West 22.81 feet, and
- 2) South 73°49'00" West 12.38 feet;

Thence, leaving said southern line of Parcel 1 (2018-207428), along the arc of a non-tangent 2,018.50 foot radius curve to the left, from which the center of said curve bears South 11°45'46" West, through a central angle of 00°48'18", an arc distance of 28.37 feet;

Thence, along the arc of a compound 10.50 foot radius curve to the left, from which the center of said curve bears South 10°57'28" West, through a central angle of 49°57'34", an arc distance of 9.16 feet;

Thence, along the arc of a reverse 9.50 foot radius curve to the right, from which the center of said curve bears North 39°00'06" West, through a central angle of 49°42'27", an arc distance of 8.24 feet;

Thence, along the arc of a reverse 2,313.50 foot radius curve to the left, from which the center of said curve bears South 10°42'21" West, through a central angle of 00°36'37", an arc distance of 24.64 feet;

Thence, North 79°54'16" West 88.27 feet;

Thence, along the arc of a tangent 9.50 foot radius curve to the right, through a central angle of 49°27'30", an arc distance of 8.20 feet;

Thence, along the arc of a reverse 10.50 foot radius curve to the left, from which the center of said curve bears South 59°33'14" West, through a central angle of 49°27'30", an arc distance of 9.06 feet;

Thence, North 79°54'16" West 303.29 feet;

Thence, along the arc of a tangent 10.50 foot radius curve to the left, through a central angle of 48°42'59", an arc distance of 8.93 feet;

Thence, along the arc of a reverse 9.50 foot radius curve to the right, from which the center of said curve bears North 38°37'15" West, through a central angle of 50°12'32", an arc distance of 8.32 feet;

Thence, along the arc of a compound 586.50 foot radius curve to the right, from which the center of said curve bears North 11°35'17" East, through a central angle of 12°37'10", an arc distance of 129.18 feet to a point on said southern line of Parcel 1 (2018-207428);

Thence, along said southern line of Parcel 1 (2018-207428), the following six (6) courses:

- 1) North 47°16'00" West 45.77 feet,
- 2) North 41°36'00" West 28.73 feet,
- 3) North 33°14'00" West 49.22 feet,
- 4) North 23°56'00" West 5.78 feet,
- 5) along the arc of a non-tangent 420.50 foot radius curve to the right, from which the center of said curve bears North 31°32'53" East, through a central angle of 04°54'43", an arc distance of 36.05 feet, and
- 6) North 04°16'11" East 4.52 feet to the northwestern corner of said Parcel 1 (2018-207428);

Thence, from said northwestern corner, along the northern line of said Parcel 1 (2018-207428), the following seven (7) courses:

- 1) along the arc of a non-tangent 485.00 foot radius curve to the left, from which the center of said curve bears North 40°39'43" East, through a central angle of 04°31'18", an arc distance of 38.28 feet,
- 2) along the arc of a non-tangent 419.50 foot radius curve to the left, from which the center of said curve bears North 31°33'35" East, through a central angle of 06°53'03", an arc distance of 50.40 feet,
- 3) South 65°19'28" East 126.17 feet,
- 4) along the arc of a non-tangent 485.00 foot radius curve to the left, from which the center of said curve bears North 15°10'29" East, through a central angle of 05°04'45", an arc distance of 43.00 feet,
- 5) South 79°54'16" East 127.80 feet,
- 6) North 09°17'14" East 23.74 feet, and
- 7) South 80°53'01" East 101.16 feet to the southwestern corner of said Parcel B (2013-032813);

Thence, from said southwestern corner of Parcel B (2013-032813), along the western line of said Parcel B (2013-032813), North 05°12'24" East 1,591.64 feet to the northwestern corner of said Parcel B (2013-032813);

Thence, from said northwestern corner of Parcel B (2013-032813), along the northern line of said Parcel B (2013-032813), the following (2) courses:

- 1) South 53°15'31" East 127.68 feet, and
- 2) North 68°31'35" East 118.74 feet to the northeastern corner of said Parcel B (2013-032813), said corner also being the northwestern corner of said Parcel A (2013-032813);

Thence, from said northwestern corner of Parcel A (2013-032813), along the northern line of said Parcel A (2013-032813), the following three (3) courses:

- 1) North 68°31'35" East 160.67 feet,
- 2) North 88°01'35" East 387.89 feet, and
- 3) South 45°23'25" East 366.65 feet to the northeastern corner of said Parcel A (2013-032813);

Thence, from said northeastern corner of Parcel A (2013-032813), along the eastern line of said Parcel A (2013-032813), the following three (3) courses:

- 1) South 30°40'44" West 282.22 feet,
- 2) South 59°19'16" East 143.14 feet, and
- 3) South 30°40'44" West 275.79 feet to the northeastern corner of said Parcel 20 (138 PM 76)

Thence, from said northeastern corner of Parcel 20 (138 PM 76), along the eastern line of said Parcel 20 (138 PM 76), South 30°40'44" West 814.00 feet to said Point of Beginning.

Excepting therefrom, the following described parcel of land:

Commencing at a point on the eastern line of said Parcel A (2013-032813), said point being the southeastern corner of said Parcel 20 (138 PM 76);

Thence, from said Point of Commencement, along the southern line of said Parcel 20 (138 PM 76), North 77°20'25" West 106.21 feet to the Point of Beginning for this description;

Thence, from said Point of Beginning, leaving said southern line, North 07°15'00" East 1,010.47 feet;

Thence, North 82°37'00" West 157.52 feet;

Thence, South 45°44'08" West 40.14 feet;

Thence, South 07°04'33" West 962.42 feet;

Thence, South 46°38'07" West 85.74 feet;

Thence, South 07°14'36" West 191.29 feet;

Thence, along the arc of a non-tangent 2,058.00 foot radius curve to the right, from which the center of said curve bears South 10°49'26" West, through a central angle of 03°06'02", an arc distance of 111.36 feet;

Thence, along the arc of a reverse 68.00 foot radius curve to the left, from which the center of said curve bears North 13°55'28" East, through a central angle of 12°13'32", an arc distance of 14.51 feet;

Thence, along the arc of a reverse 132.00 foot radius curve to the right, from which the center of said curve bears South 01°41'56" West, through a central angle of 13°28'56", an arc distance of 31.06 feet;

Thence, along the arc of a compound 2,063.00 foot radius curve to the right, from which the center of said curve bears South 15°10'52" West, through a central angle of 02°02'29", an arc distance of 73.50 feet;

Thence, along the arc of a compound 232.00 foot radius curve to the right, from which the center of said curve bears South 17°13'21" West, through a central angle of 03°26'52", an arc distance of 13.96 feet;

Thence, North 07°15'00" East 99.52 feet;

Thence, along the arc of a tangent 50.00 foot radius curve to the left, through a central angle of 11°31'20", an arc distance of 10.06 feet;

Thence, along the arc of a reverse 381.00 foot radius curve to the right, from which the center of said curve bears North 85°43'40" East, through a central angle of 11°31'20", an arc distance of 76.62 feet;

Thence, North 07°15'00" East 79.93 feet to said Point of Beginning.

Also excepting therefrom, the following described parcel of land:

Commencing at a point on the eastern line of said Parcel A (2013-032813), said point being the southeastern corner of said Parcel 20 (138 PM 76);

Thence, from said Point of Commencement, along the southern line of said Parcel 20 (138 PM 76), North 77°20'25" West 21.03 feet to the Point of Beginning for this description;

Thence, from said Point of Beginning, continuing along said southern line, North 77°20'25" West 22.91 feet;

Thence, leaving said southern line, North 07°15'00" East 1,033.58 feet;

Thence, along the arc of a non-tangent 70.00 foot radius curve to the left, from which the center of said curve bears North 19°00'40" West, through a central angle of 70°18'58", an arc distance of 85.91 feet;

Thence, South 76°54'47" East 137.89 feet;

Thence, South 59°20'46" East 294.06 feet;

Thence, South 30°40'44" West 1,063.37 feet to said Point of Beginning.

Containing 20.82 acres of land, more or less.

Courses are based on the California Coordinate System, Zone 3. Distances shown are ground distances. To obtain grid distances multiply ground distances by the combined scale factor of 0.9999292, as shown on that certain Parcel Map No. 2938, filed July 19, 1983, in Book 138 of Parcel Maps at Page 76, Alameda County Records.



END OF DESCRIPTION

Sabrina Kyle Pack, P.L.S.

L.S. No. 8164

Date signed: 26 OCT 2022

EXHIBIT B

*(Legal Description and Illustrative Plat of
Trust Termination Lands)*

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

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
--- APPROXIMATE SHORELINE

OAKLAND INNER HARBOR

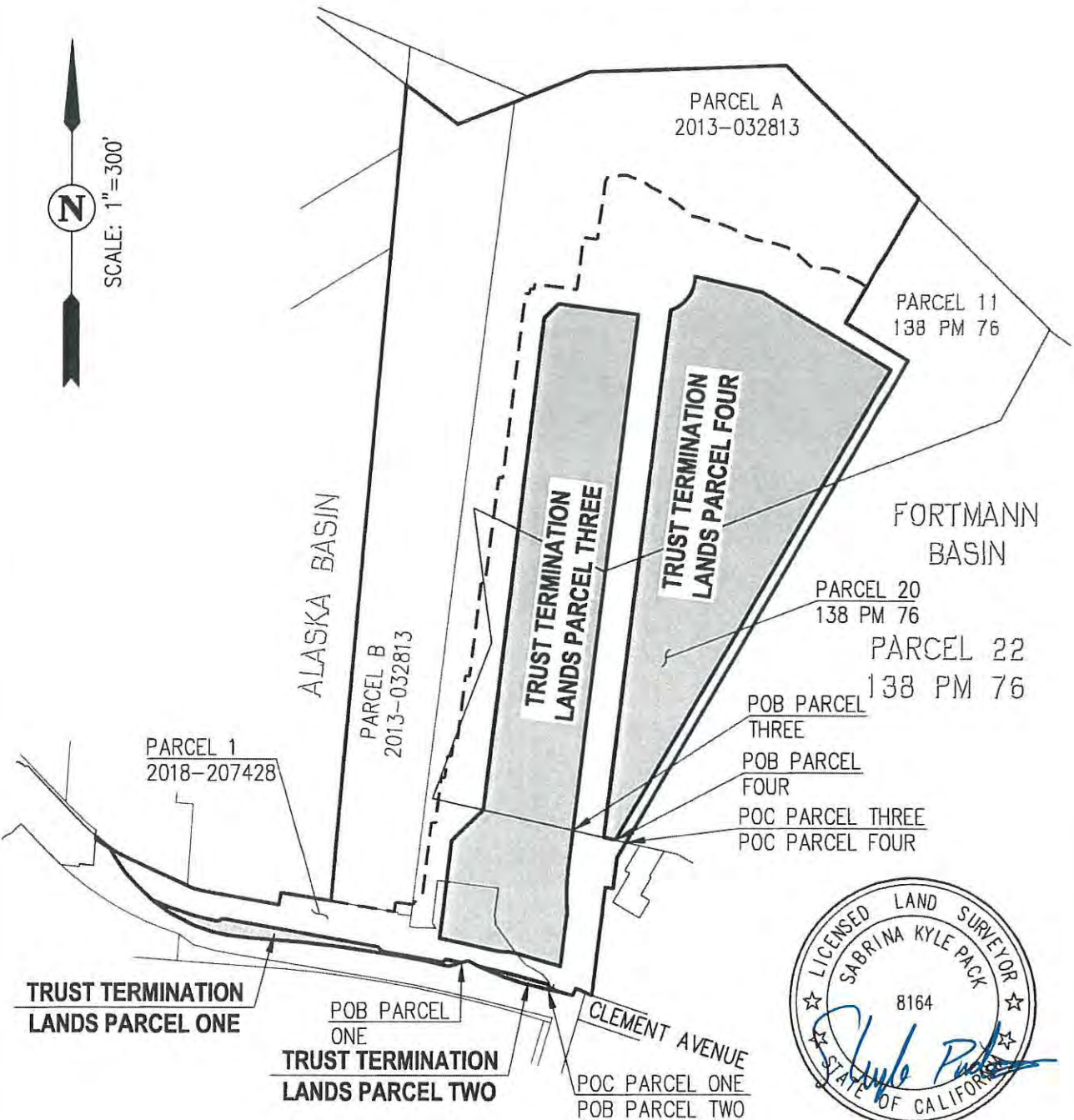


EXHIBIT B

ILLUSTRATIVE PLAT OF TRUST TERMINATION LANDS

ALAMEDA, CALIFORNIA

OCTOBER 26, 2022

SHEET 1 OF 1

EXHIBIT B
LAND DESCRIPTION
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:

PARCEL ONE

Being a portion of that certain parcel of land described as Parcel 1 in that certain Grant Deed recorded October 26, 2018, as Document No. 2018-207428, of Official Records, in the Office of the County Recorder of Alameda County, more particularly described as follows:

Commencing at the southeastern corner of said Parcel 1 (2018-207428);

Thence, from said Point of Commencement, along the southern line of said Parcel 1 (2018-207428), the following five (5) courses:

- 1) North 76°59'00" West 49.45 feet,
- 2) North 71°35'00" West 40.20 feet,
- 3) North 66°58'00" West 49.17 feet,
- 4) North 62°48'00" West 28.00 feet, and
- 5) South 73°49'00" West 12.38 feet to the Point of Beginning for this description;

Thence, from said Point of Beginning, continuing along said southern line of Parcel 1 (2018-207428), the following thirteen (13) courses:

- 1) South 73°49'00" West 27.30 feet,
- 2) North 77°22'00" West 51.82 feet,
- 3) North 79°29'00" West 50.04 feet,
- 4) North 81°09'00" West 59.98 feet,
- 5) North 81°44'00" West 69.89 feet,
- 6) North 83°41'00" West 59.11 feet,
- 7) North 85°21'00" West 109.41 feet,
- 8) North 82°36'00" West 39.80 feet,
- 9) North 77°30'00" West 29.76 feet,
- 10) North 71°07'00" West 40.10 feet,

- 11) North 62°44'00" West 49.98 feet,
- 12) North 54°20'00" West 36.50 feet, and
- 13) North 47°16'00" West 5.15 feet;

Thence, leaving said southern line, along the arc of a non-tangent 586.50 foot radius curve to the left, from which the center of said curve bears North 24°12'27" East, through a central angle of 12°37'10", an arc distance of 129.18 feet;

Thence, along the arc of a compound 9.50 foot radius curve to the left, from which the center of said curve bears North 11°35'17" East, through a central angle of 50°12'32", an arc distance of 8.32 feet;

Thence, along the arc of a reverse 10.50 foot radius curve to the right, from which the center of said curve bears South 38°37'15" East, through a central angle of 48°42'59", an arc distance of 8.93 feet;

Thence, South 79°54'16" East 303.29 feet;

Thence, along the arc of a tangent 10.50 foot radius curve to the right, through a central angle of 49°27'30", an arc distance of 9.06 feet;

Thence, along the arc of a reverse 9.50 foot radius curve to the left, from which the center of said curve bears North 59°33'14" East, through a central angle of 49°27'30", an arc distance of 8.20 feet;

Thence, South 79°54'16" East 88.27 feet;

Thence, along the arc of a tangent 2,313.50 foot radius curve to the right, through a central angle of 00°36'37", an arc distance of 24.64 feet;

Thence, along the arc of a reverse 9.50 foot radius curve to the left, from which the center of said curve bears North 10°42'21" East, through a central angle of 49°42'27", an arc distance of 8.24 feet;

Thence, along the arc of a reverse 10.50 foot radius curve to the right, from which the center of said curve bears South 39°00'06" East, through a central angle of 49°57'34", an arc distance of 9.16 feet;

Thence, along the arc of a compound 2,018.50 foot radius curve to the right, from which the center of said curve bears South 10°57'28" West, through a central angle of 00°48'18", an arc distance of 28.37 feet to said Point of Beginning.

Containing 0.21 acres of land, more or less.

PARCEL TWO

Being a portion of that certain parcel of land described as Parcel A in that certain Grant Deed recorded January 24, 2013, as Document No. 2013-032813, of Official Records, in the Office of the County Recorder of Alameda County, and a portion of that certain parcel of land described as Parcel 1 in that certain Grant Deed recorded October 26, 2018, as Document No. 2018-207428, of Official Records, in said Office of the County Recorder of Alameda County, more particularly described as follows:

Beginning at the southeastern corner of said Parcel 1 (2018-207428);

Thence, from said Point of Beginning, along the southern line of said Parcel 1 (2018-207428), the following four (4) courses:

- 1) North 76°59'00" West 49.45 feet,
- 2) North 71°35'00" West 40.20 feet,
- 3) North 66°58'00" West 49.17 feet, and
- 4) North 62°48'00" West 5.19 feet;

Thence, leaving said southern line of Parcel 1 (2018-207428), along the arc of a non-tangent 2,018.50 foot radius curve to the right, from which the center of said curve bears South 12°41'51" West, through a central angle of 03°51'02", an arc distance of 135.65 feet;

Thence, along the arc of a compound 10.50 foot radius curve to the right, from which the center of said curve bears South 16°32'53" West, through a central angle of 49°40'31", an arc distance of 9.10 feet;

Thence, along the arc of a reverse 9.50 foot radius curve to the left, from which the center of said curve bears North 66°13'22" East, through a central angle of 49°14'33", an arc distance of 8.16 feet;

Thence, along the arc of a reverse 2,011.50 foot radius curve to the right, from which the center of said curve bears South 16°58'49" West, through a central angle of 00°41'34", an arc distance of 24.32 feet to a point on the southern line of said Parcel A (2013-032813);

Thence, along said southern line of Parcel A (2013-032813), North 76°59'00" West 31.61 feet to said Point of Beginning.

Containing 0.03 acres of land, more or less.

PARCEL THREE

Being a portion of that certain parcel of land described as Parcel A in that certain Grant Deed recorded January 24, 2013, as Document No. 2013-032813, of Official Records, in the Office of the County Recorder of Alameda County, a portion of that certain parcel of land described as Parcel 1 in that certain Grant Deed recorded October 26, 2018, as Document No. 2018-207428, of Official Records, in said Office of the County Recorder of Alameda County, and being a portion of Parcel 20, as said Parcel 20 is shown and so designated on that certain Parcel Map No. 2938, recorded July 19, 1983, in Book 138 of Parcel Maps, at page 76, in said Office of the County Recorder of Alameda County, more particularly described as follows:

Commencing at a point on the eastern line of said Parcel A (2013-032813), said point being the southeastern corner of said Parcel 20 (138 PM 76);

Thence, from said Point of Commencement, along the southern line of said Parcel 20 (138 PM 76), North 77°20'25" West 106.21 feet to the Point of Beginning for this description;

Thence, from said Point of Beginning, leaving said southern line, North 07°15'00" East 1,010.47 feet;

Thence, North 82°37'00" West 157.52 feet;

Thence, South 45°44'08" West 40.14 feet;

Thence, South 07°04'33" West 962.42 feet;

Thence, South 46°38'07" West 85.74 feet;

Thence, South 07°14'36" West 191.29 feet;

Thence, along the arc of a non-tangent 2,058.00 foot radius curve to the right, from which the center of said curve bears South 10°49'26" West, through a central angle of 03°06'02", an arc distance of 111.36 feet;

Thence, along the arc of a reverse 68.00 foot radius curve to the left, from which the center of said curve bears North 13°55'28" East, through a central angle of 12°13'32", an arc distance of 14.51 feet;

Thence, along the arc of a reverse 132.00 foot radius curve to the right, from which the center of said curve bears South 01°41'56" West, through a central angle of 13°28'56", an arc distance of 31.06 feet;

Thence, along the arc of a compound 2,063.00 foot radius curve to the right, from which the center of said curve bears South 15°10'52" West, through a central angle of 02°02'29", an arc distance of 73.50 feet;

Thence, along the arc of a compound 232.00 foot radius curve to the right, from which the center of said curve bears South 17°13'21" West, through a central angle of 03°26'52", an arc distance of 13.96 feet;

Thence, North 07°15'00" East 99.52 feet;

Thence, along the arc of a tangent 50.00 foot radius curve to the left, through a central angle of 11°31'20", an arc distance of 10.06 feet;

Thence, along the arc of a reverse 381.00 foot radius curve to the right, from which the center of said curve bears North 85°43'40" East, through a central angle of 11°31'20", an arc distance of 76.62 feet;

Thence, North 07°15'00" East 79.93 feet to said Point of Beginning.

Containing 5.54 acres of land, more or less.

PARCEL FOUR

Being a portion of that certain parcel of land described as Parcel A in that certain Grant Deed recorded January 24, 2013, as Document No. 2013-032813, of Official Records, in the Office of the County Recorder of Alameda County, and being a portion of Parcel 20, as said Parcel 20 is shown and so designated on that certain Parcel Map No. 2938, recorded July 19, 1983, in Book 138 of Parcel Maps, at page 76, in said Office of the County Recorder of Alameda County, more particularly described as follows:

Commencing at a point on the eastern line of said Parcel A (2013-032813), said point being the southeastern corner of said Parcel 20 (138 PM 76);

Thence, from said Point of Commencement, along the southern line of said Parcel 20 (138 PM 76), North 77°20'25" West 21.03 feet to the Point of Beginning for this description;

Thence, from said Point of Beginning, continuing along said southern line, North 77°20'25" West 22.91 feet;

Thence, leaving said southern line, North 07°15'00" East 1,033.58 feet;

Thence, along the arc of a non-tangent 70.00 foot radius curve to the left, from which the center of said curve bears North 19°00'40" West, through a central angle of 70°18'58", an arc distance of 85.91 feet;

Thence, South 76°54'47" East 137.89 feet;

Thence, South 59°20'46" East 294.06 feet;

Thence, South 30°40'44" West 1,063.37 feet to said Point of Beginning.

Containing 6.07 acres of land, more or less.

Courses are based on the California Coordinate System, Zone 3. Distances shown are ground distances. To obtain grid distances multiply ground distances by the combined scale factor of 0.9999292, as shown on that certain Parcel Map No. 2938, filed July 19, 1983, in Book 138 of Parcel Maps at Page 76, Alameda County Records.



END OF DESCRIPTION

S. Kyle Pack

Sabrina Kyle Pack, P.L.S.

L.S. No. 8164

Date signed: 26 OCT 2022

EXHIBIT C

(Illustrative Plat of Phase Areas)

THIS PLAT IS FOR GENERAL REFERENCE ONLY.

LEGEND



PUBLIC TRUST LANDS

TRUST TERMINATION LANDS

OAKLAND INNER HARBOR

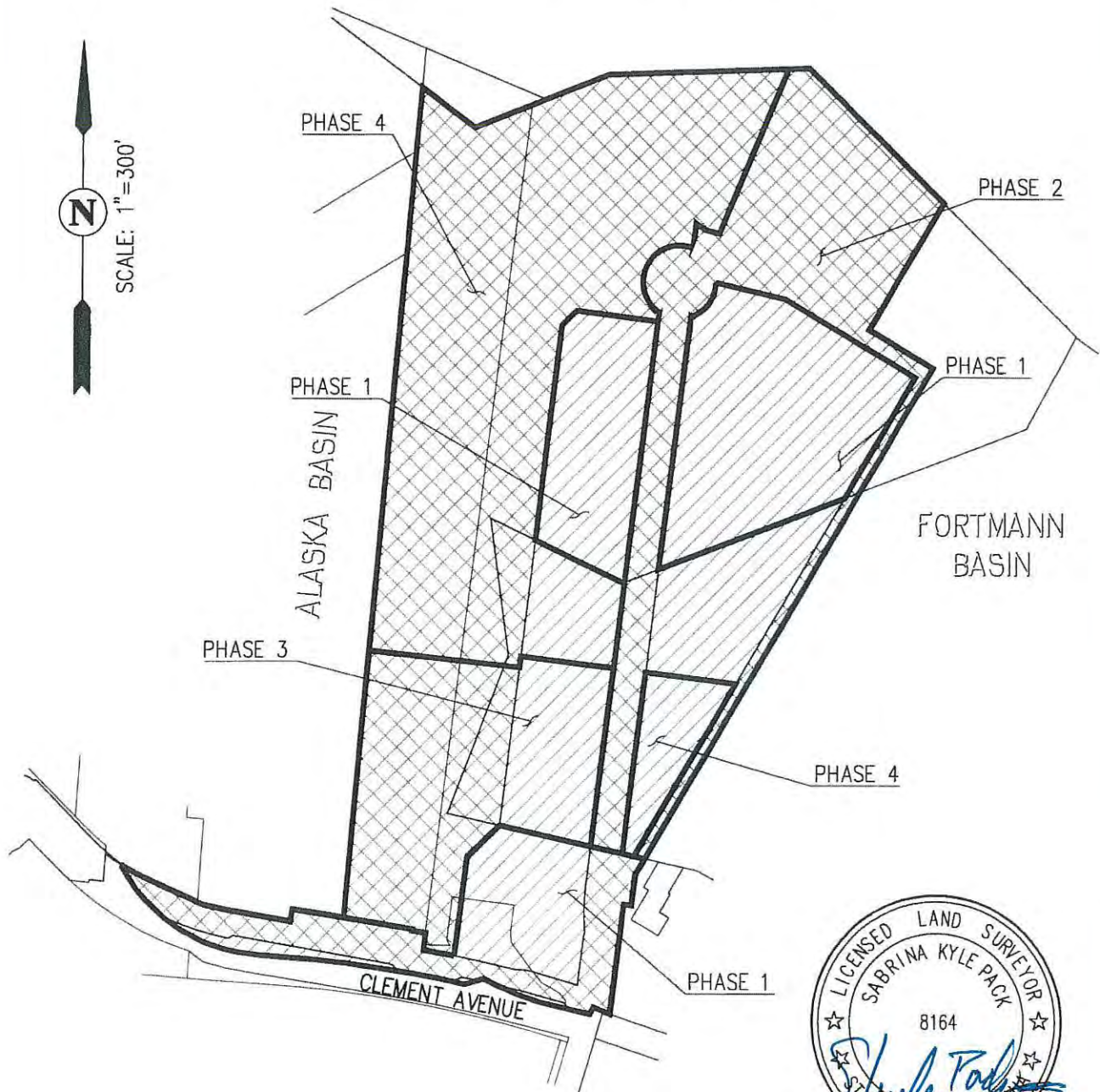
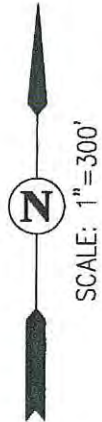


EXHIBIT C
ILLUSTRATIVE PLAT OF PHASE AREAS - PHASES 1- 4

ALAMEDA, CALIFORNIA

OCTOBER 26, 2022

SHEET 1 OF 5

THIS PLAT IS FOR GENERAL REFERENCE ONLY.

LEGEND



PUBLIC TRUST LANDS

TRUST TERMINATION LANDS



SCALE: 1" = 300'

OAKLAND INNER HARBOR

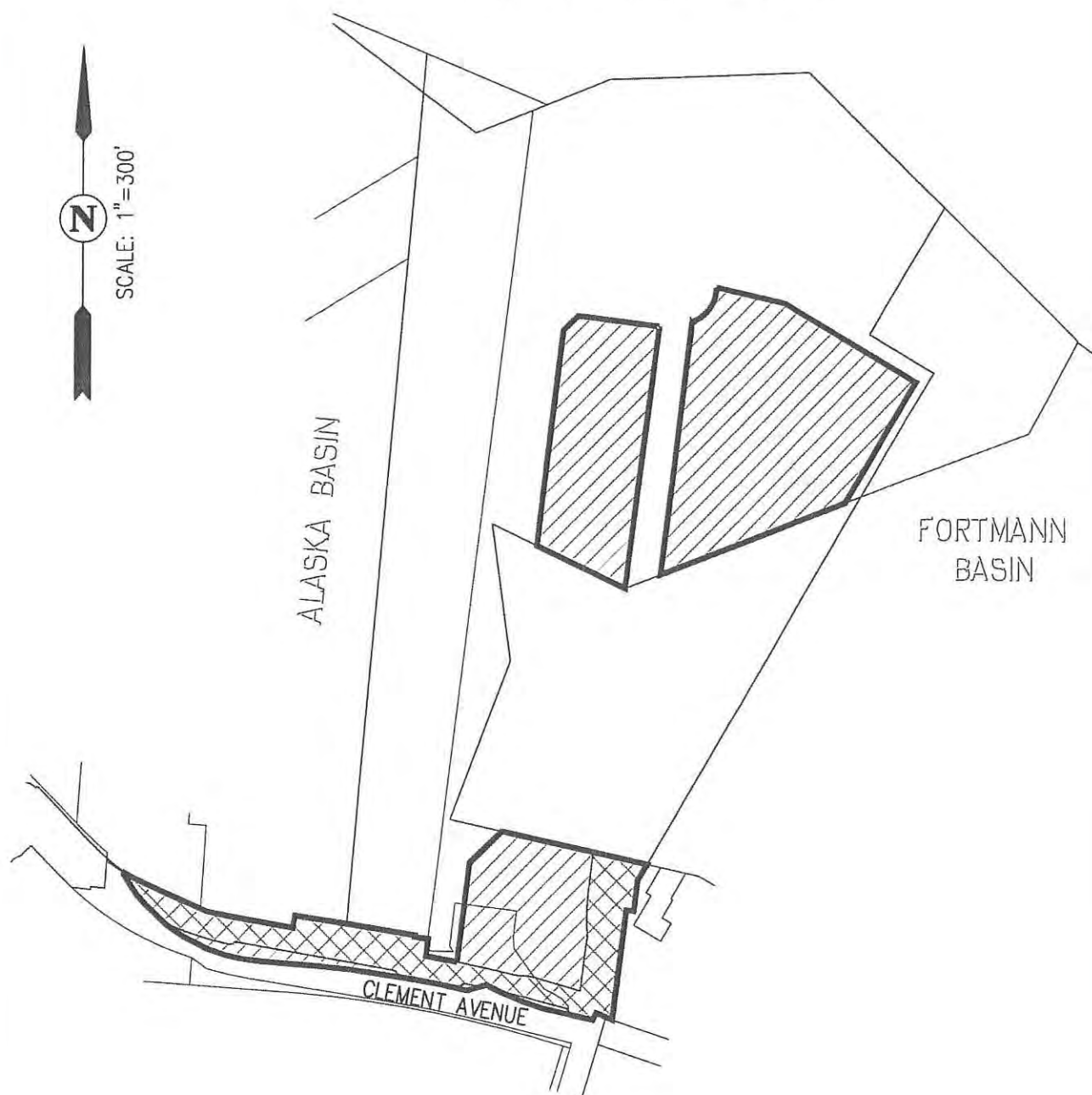


EXHIBIT C

ILLUSTRATIVE PLAT OF PHASE AREAS - PHASE 1

ALAMEDA, CALIFORNIA

OCTOBER 26, 2022

SHEET 2 OF 5

10/26/2022 8:17 AM

THIS PLAT IS FOR GENERAL REFERENCE ONLY.

LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS

OAKLAND INNER HARBOR

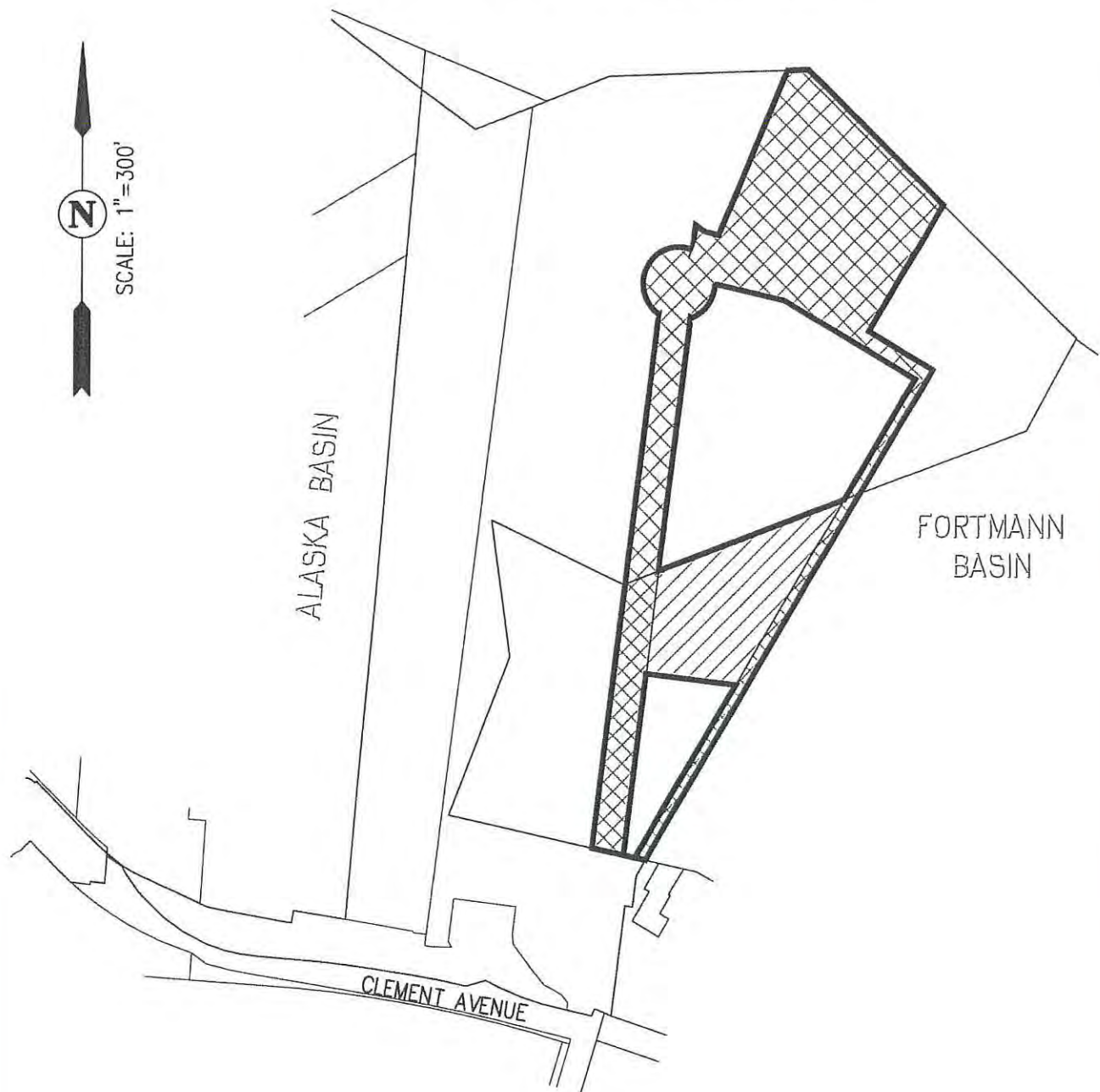


EXHIBIT C
ILLUSTRATIVE PLAT OF PHASE AREAS - PHASE 2

ALAMEDA, CALIFORNIA

OCTOBER 26, 2022

SHEET 3 OF 5

10/26/2022 8:15 AM

THIS PLAT IS FOR GENERAL REFERENCE ONLY.

LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



SCALE: 1"=300'

OAKLAND INNER HARBOR

ALASKA BASIN

FORTMANN
BASIN

CLEMENT AVENUE

EXHIBIT C
ILLUSTRATIVE PLAT OF PHASE AREAS - PHASE 3

ALAMEDA, CALIFORNIA

OCTOBER 26, 2022

SHEET 4 OF 5

10/26/2022 8:12 AM

THIS PLAT IS FOR GENERAL REFERENCE ONLY.

LEGEND



PUBLIC TRUST LANDS

TRUST TERMINATION LANDS

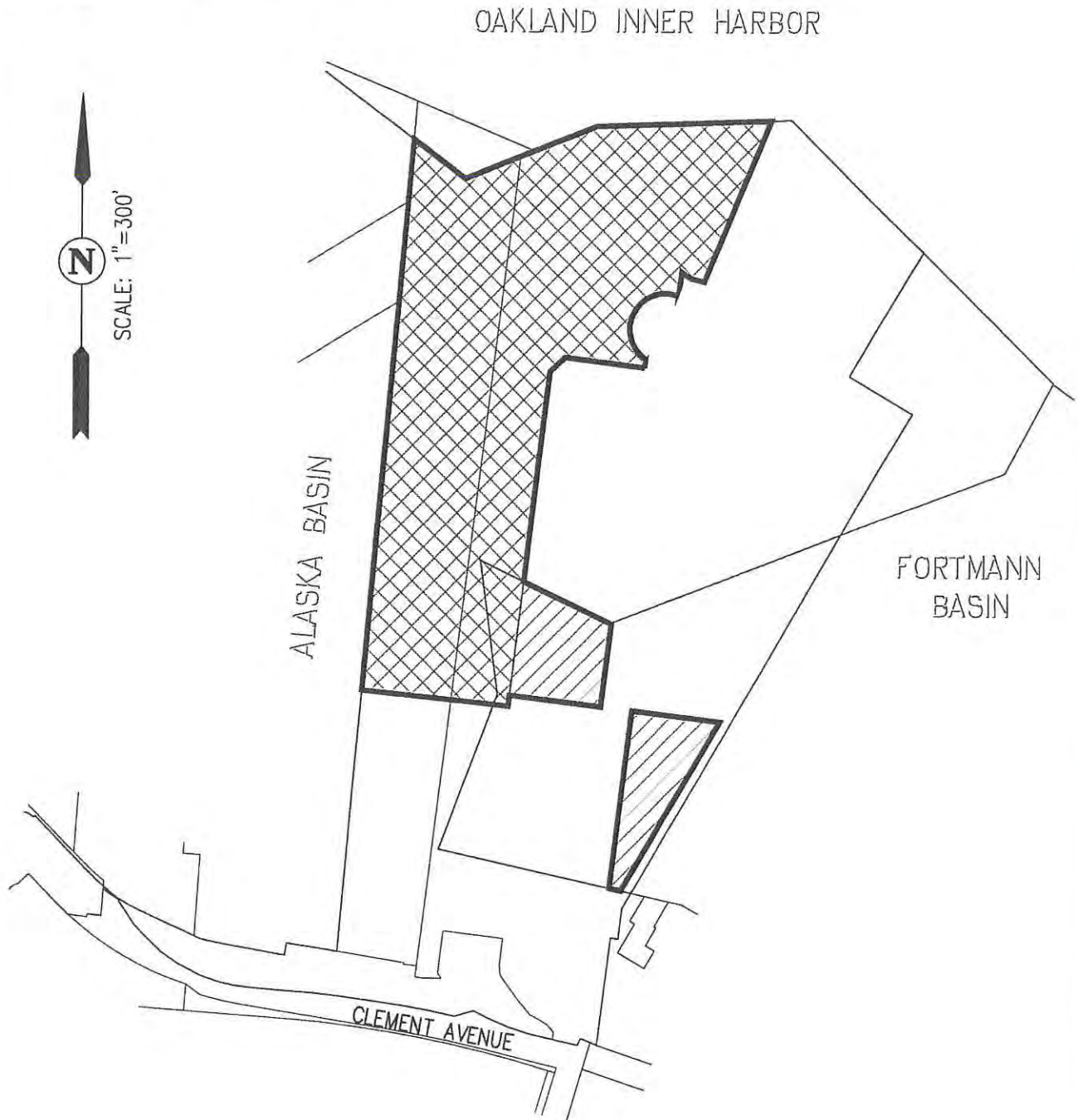
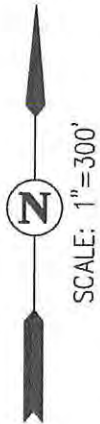


EXHIBIT C
ILLUSTRATIVE PLAT OF PHASE AREAS - PHASE 4
ALAMEDA, CALIFORNIA

OCTOBER 26, 2022

SHEET 5 OF 5

EXHIBIT D

*(Comparison Plat of Historic
Shoreline Surveys)*

LEGEND

THIS PLAT IS FOR GENERAL REFERENCE ONLY.

- ORDINARY HIGH WATER LINE (PER MAP NO. 2 SALT MARSH AND TIDELANDS, PREPARED BY ALLARDT, 1871)
- - - PERALTA GRANT LINE (PER MAP OF ALAMEDA MARSH LAND BOOK NO. 25, 1990 - RESURVEY OF 1871 RANCHO SAN ANTONIO)

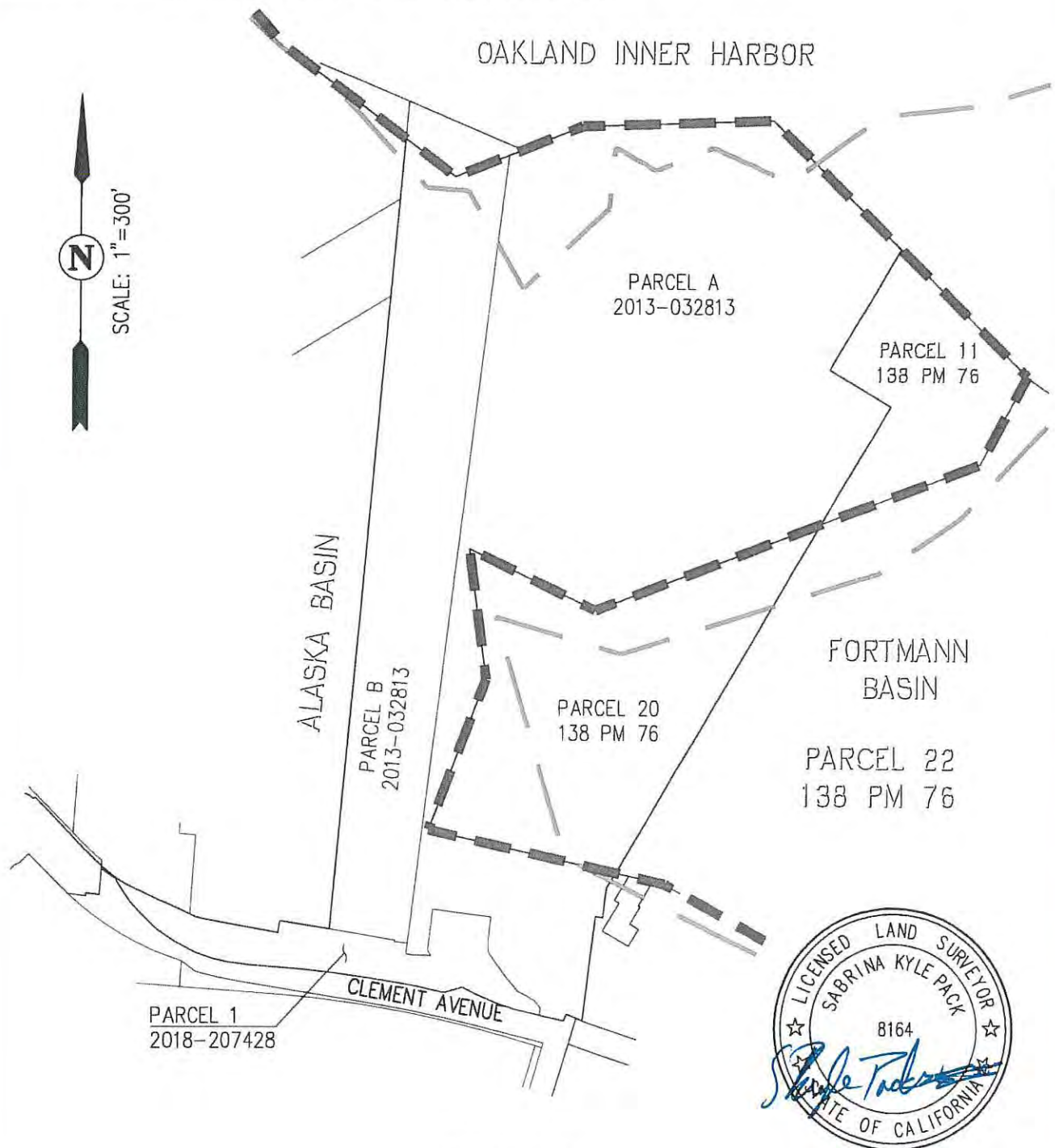


EXHIBIT D COMPARISON PLAT OF HISTORIC SHORELINE SURVEYS

ALAMEDA, CALIFORNIA

OCTOBER 26, 2022



SHEET 1 OF 1

EXHIBIT E

*(Illustrative Plat of North Waterfront
Indemnification Area)*

THIS PLAT IS FOR GENERAL REFERENCE ONLY.

LEGEND

-  NORTH WATERFRONT INDEMNIFICATION AREA
 APPROXIMATE SHORELINE

OAKLAND INNER HARBOR

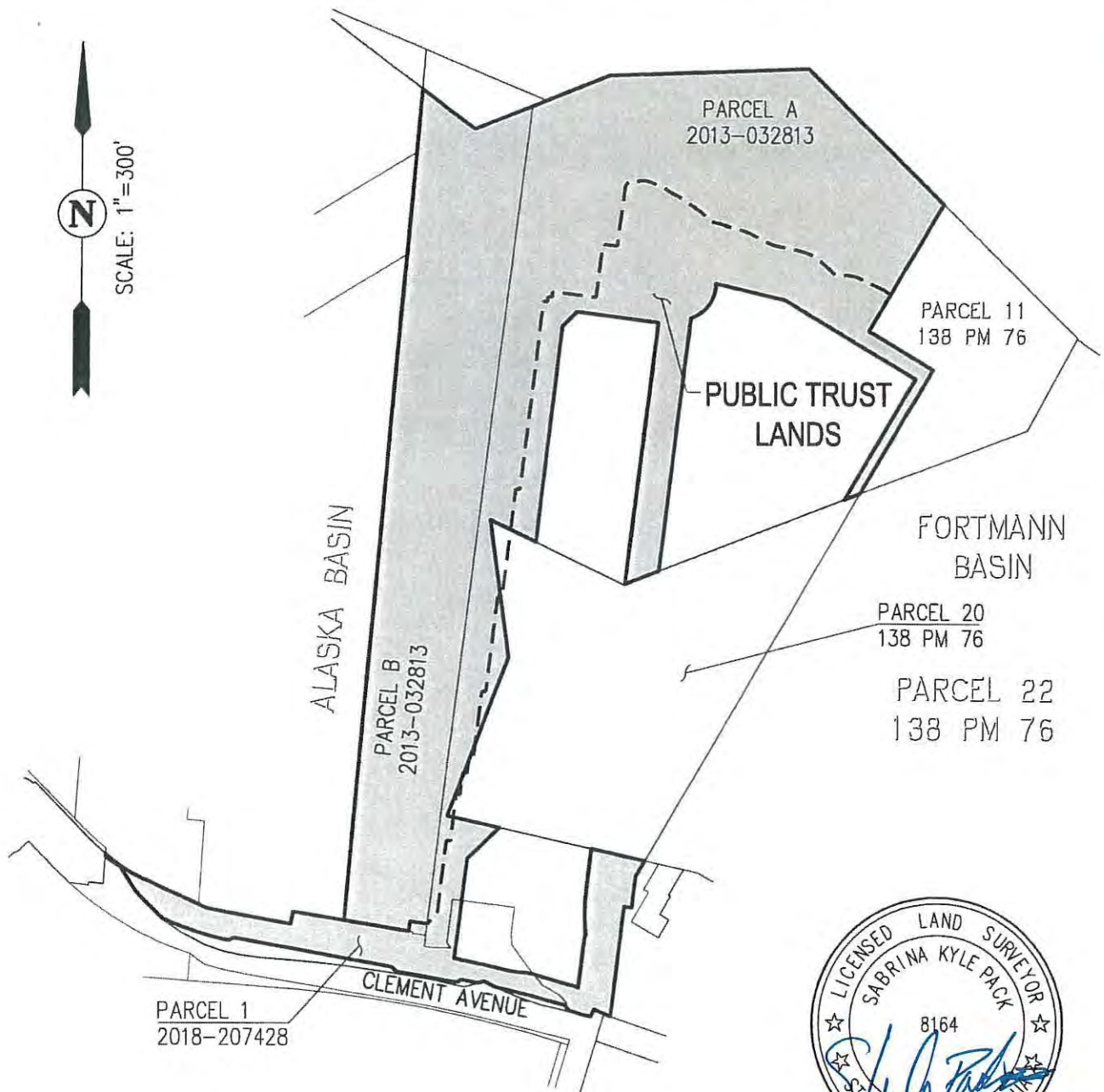


EXHIBIT E

ILLUSTRATIVE PLAT OF NORTH WATERFRONT
INDEMNIFICATION AREA

ALAMEDA, CALIFORNIA

OCTOBER 26, 2022

SHEET 1 OF 1

EXHIBIT F

(intentionally omitted)

EXHIBIT G

(intentionally omitted)

EXHIBIT H

(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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN No. ____

SLC No. G 01-01/AD 690

QUITCLAIM DEED

WHEREAS, the lands described and depicted on Exhibit 1 ("Property") are situated within the lands commonly known as Encinal Terminals;

WHEREAS, the City of Alameda, a charter city ("City"), and North Waterfront Cove LLC, a California limited liability company ("Developer"), each claim ownership over portions of Encinal Terminals; and

WHEREAS, the State Lands Commission ("Commission"), at its public meeting on August 23, 2022, approved Staff Report No. 45, which authorized the Land Exchange and Title Settlement Agreement for the Encinal Terminals Project ("Agreement") between the State, acting by and through the Commission, the City, and Developer, pursuant to Section 6307 of the Public Resources Code; and

WHEREAS, the City, by Ordinance No. 3311, adopted on February 1, 2022, approved the Agreement, and authorized the City to implement the Agreement; and

WHEREAS, the Agreement authorizes an exchange of lands to resolve title and boundary disputes among the parties regarding lands within Encinal Terminals, including the Property, and to improve the configuration of lands within Encinal Terminals that are subject to the public trust for commerce, navigation and fisheries; and

WHEREAS, the Agreement became effective on _____, 2022; and

WHEREAS, it is the intent of City, pursuant to the Agreement, to convey to the State all of the right, title, and interest of City in and to the Property for the purpose of effectuating the exchange contemplated in the Agreement;

Encinal Terminals Trust Exchange, City Quitclaim Deed

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____, a
Notary Public, personally appeared

_____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the CITY OF ALAMEDA, a charter city, the right, title and interest in real property conveyed by the Quitclaim Deed dated _____, 20__.

The STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for the County of Alameda.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the STATE LANDS COMMISSION, acting pursuant to law, as authorized by the Commission's approval of Staff Report No. 45 on August 23, 2022, by its duly authorized undersigned officer.

STATE LANDS COMMISSION

Date: _____

Jennifer Lucchesi
EXECUTIVE OFFICER

EXHIBIT 1
LEGAL DESCRIPTION AND ILLUSTRATIVE PLAT
OF PROPERTY

[Attached]

EXHIBIT I

*(Form of North Waterfront
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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN No. ____

SLC No. G 01-01/AD 690

QUITCLAIM DEED

WHEREAS, the lands described and depicted on Exhibit 1 ("Property") are situated within the lands commonly known as Encinal Terminals;

WHEREAS, North Waterfront Cove LLC, a California limited liability company ("Developer") and the City of Alameda, a charter city ("City"), each claim ownership over portions of Encinal Terminals; and

WHEREAS, the State Lands Commission ("Commission"), at its public meeting on August 23, 2022, approved Staff Report No. 45, which authorized the Land Exchange and Title Settlement Agreement for the Encinal Terminals Project ("Agreement") between the State, acting by and through the Commission, the City, and Developer, pursuant to Section 6307 of the Public Resources Code; and

WHEREAS, the City, by Ordinance No. 3311, adopted on February 1, 2022, approved the Agreement, and authorized the City to implement the Agreement; and

WHEREAS, the Agreement authorizes an exchange of lands to resolve title and boundary disputes among the parties regarding lands within Encinal Terminals, including the Property, and to improve the configuration of lands within Encinal Terminals that are subject to the public trust for commerce, navigation and fisheries; and

WHEREAS, the Agreement became effective on _____, 2022; and

WHEREAS, it is the intent of Developer, pursuant to the Agreement, to convey to the State all of the right, title, and interest of Developer in and to the Property for the purpose of effectuating the exchange contemplated in the Agreement;

Encinal Terminals Trust Exchange, Developer Quitclaim Deed

NOW, THEREFORE,

NORTH WATERFRONT COVE LLC, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, all of the right, title, and interest of NORTH WATERFRONT COVE LLC in the Property, including, without limitation, all minerals and mineral rights, and all trust and nontrust interests.

DEVELOPER:

North Waterfront Cove LLC,
a California limited liability company

Date: _____

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____, a
Notary Public, personally appeared

_____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from NORTH WATERFRONT COVE LLC, a California limited liability company, the right, title and interest in real property conveyed by the Quitclaim Deed dated _____, 20__.

The STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for the County of Alameda.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the STATE LANDS COMMISSION, acting pursuant to law, as authorized by the Commission's approval of Staff Report No. 45 on August 23, 2022, by its duly authorized undersigned officer.

STATE LANDS COMMISSION

Date: _____

Jennifer Lucchesi
EXECUTIVE OFFICER

EXHIBIT 1
LEGAL DESCRIPTION AND ILLUSTRATIVE PLAT
OF PROPERTY

[Attached]

EXHIBIT J

(Form of Public Trust Patent)

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN No. ____

SLC No. G 01-01/AD 690

STATE OF CALIFORNIA

PUBLIC TRUST PATENT

WHEREAS, the lands described in Exhibit 1 ("Public Trust Property") consist of lands whose ownership was previously claimed in part by the City of Alameda ("City"), a charter city, as lands granted by the State of California ("State") in trust pursuant to Chapter 348, Statutes of 1913, as amended ("Granting Act"), and in part by North Waterfront Cove LLC, a California limited liability company ("Developer"); and

WHEREAS, the State Lands Commission ("Commission"), at its public meeting on August 23, 2022, approved Staff Report No. 45, which authorized the Land Exchange and Title Settlement Agreement for the Encinal Terminals Project ("Agreement") between the State, acting by and through the Commission, the City, and Developer, pursuant to Section 6307 of the Public Resources Code; and

WHEREAS, the City, by Ordinance No. 3311, adopted on February 1, 2022, approved the Agreement, and authorized the City to implement the Agreement, including the conveyance of real property to the State, and acceptance of real property from the State, as provided thereunder; and

WHEREAS, the Agreement became effective on _____; and

WHEREAS, the Agreement authorizes an exchange of lands to resolve title and boundary disputes among the parties in certain lands commonly known as Encinal Terminals, including the Public Trust Property, and to improve the configuration of lands within Encinal Terminals that are subject to the public trust for commerce, navigation and fisheries ("Public Trust"); and

WHEREAS, pursuant to the Agreement, the City and Developer have conveyed, remised, released, and forever quitclaimed to the Commission all of their respective right, title, and interest in the Public Trust Property; and

WHEREAS, the State, acting by and through the Executive Officer of the Commission pursuant to Staff Report No. 45, has accepted the quitclaims from the City and Developer of the Public Trust Property; and

WHEREAS, pursuant to the Agreement, it is the intent of the State to convey to the City all of its right, title, and interest in and to the Public Trust Property, to be accepted and held by the City subject to the Public Trust and the terms and conditions of the Granting Act, for the purpose of effectuating the exchange contemplated in the Agreement;

NOW, THEREFORE,

The STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the CITY OF ALAMEDA, all of its right, title, and interest in the Public Trust Property, to be accepted and held by the City subject to the Public Trust and the terms and conditions of the Granting Act;

RESERVING THEREFROM any and all minerals and any and all mineral rights of every kind and character now known to exist or hereafter discovered in the Public Trust Property, including but 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 assigns, except that, this reservation shall not include the right of the State or its successors or assigns 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 the grantee or by the grantee's successor, assigns or lessees; or (2) conduct any mining activities of any nature whatsoever above a plane located five hundred (500) feet below the surface of the lands without written permission of the City or its successors or assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN APPROVAL WHEREOF, I, Gavin Newsom, 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 7730 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this ____ day of _____, two thousand _____.

Gavin Newsom
GOVERNOR

Attest:

Dr. Shirley N. Weber, PhD
SECRETARY OF STATE

Countersigned:

Jennifer Lucchesi
EXECUTIVE OFFICER
STATE LANDS COMMISSION

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the interest in real property conveyed by the Public Trust Patent dated _____, 20 __, from the State of California, acting by and through the State Lands Commission, to the City of Alameda, a charter city, is hereby accepted by the City. This acceptance is made pursuant to authority conferred by City Council Ordinance No. 3311, adopted on February 1, 2022. The property interest conveyed shall be held by the City subject to the Public Trust and the terms and conditions of the Granting Act, as those terms are defined in the Public Trust Patent. The grantee consents to the recordation of this conveyance by its duly authorized officer.

CITY OF ALAMEDA

Date:

By: _____

Approved as to form:

Alameda City Attorney

Date:

By: _____

EXHIBIT 1
LEGAL DESCRIPTION AND ILLUSTRATIVE PLAT
PUBLIC TRUST PROPERTY

[Attached]

EXHIBIT K

(Form of Trust Termination Patent)

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN No. ____

SLC No. G 01-01/AD 690

STATE OF CALIFORNIA

TRUST TERMINATION PATENT

WHEREAS, the lands described in Exhibit 1 ("Trust Termination Property") consist of lands whose ownership was previously claimed in part by the City of Alameda ("City"), a charter city, as lands granted by the State of California ("State") in trust pursuant to Chapter 348, Statutes of 1913, as amended ("Granting Act"), and in part by North Waterfront Cove LLC, a California limited liability company ("Developer"); and

WHEREAS, the State Lands Commission ("Commission"), at its public meeting on August 23, 2022, approved Staff Report No. 45, which authorized the Land Exchange and Title Settlement Agreement for the Encinal Terminals Project ("Agreement") between the State, acting by and through the Commission, the City, and Developer, pursuant to Section 6307 of the Public Resources Code; and

WHEREAS, the City, by Ordinance No. 3311, adopted on February 1, 2022, approved the Agreement, and authorized the City to implement the Agreement; and

WHEREAS, the Agreement became effective on ____; and

WHEREAS, the Agreement authorizes an exchange of lands to resolve title and boundary disputes among the parties in certain lands commonly known as Encinal Terminals, including the Trust Termination Property, and to improve the configuration of lands within Encinal Terminals that are subject to the public trust for commerce, navigation and fisheries ("Public Trust"); and

WHEREAS, the Commission has found and declared, inter alia, that the Trust Termination Property and the other lands to be freed of the Public Trust pursuant to the Agreement have been filled and reclaimed and cut off from water access, constitute a relatively small portion of the lands granted to the Port, and are no longer needed or required for purposes of the Public Trust or the Granting Act; and

WHEREAS, pursuant to the Agreement, the City and Developer have conveyed, remised, released, and forever quitclaimed to the Commission all of their respective right, title, and interest in the Trust Termination Property; and

WHEREAS, the State, acting by and through the Executive Officer of the Commission pursuant to Staff Report No. 45, has accepted the quitclaims from the City and Developer of the Trust Termination Property; and

WHEREAS, pursuant to the Agreement, it is the intent of the State to convey to Developer all of its right, title, and interest in and to the Trust Termination Property, free and clear of the Public Trust and the terms and conditions of the Granting Act, for the purpose of effectuating the exchange contemplated in the Agreement;

NOW, THEREFORE,

The STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to NORTH WATERFRONT COVE LLC, all of its right, title, and interest in the Trust Termination Property.

This Patent is intended to and does terminate the Public Trust in the Trust Termination Property, and the Trust Termination Property is hereby forever freed from the Public Trust and the terms and conditions of the Granting Act;

[SIGNATURES ON FOLLOWING PAGE]

IN APPROVAL WHEREOF, I, Gavin Newsom, 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 7730 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this ____ day of _____, two thousand _____.

Gavin Newsom
GOVERNOR

Attest:

Dr. Shirley N. Weber, PhD
SECRETARY OF STATE

Countersigned:

Jennifer Lucchesi
EXECUTIVE OFFICER
STATE LANDS COMMISSION

EXHIBIT 1
LEGAL DESCRIPTION AND ILLUSTRATIVE PLAT
TRUST TERMINATION PROPERTY

[Attached]