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OAKLAND ARMY BASE
TITLE SETTLEMENT AND EXCHANGE AGREEMENT

Instructions to the Alameda County Recorder

Please index this document as follows:

<u>Grantor</u>	<u>Grantee</u>	<u>Exhibit in which property</u> <u>is described</u>
City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners	State of California, acting by and through the State Lands Commission	Parcels F and H, Exhibit A
Oakland Base Reuse Authority, a California joint powers authority	State of California, acting by and through the State Lands Commission	Parcels E and G, Exhibit A

State of California, acting by and
through the State Lands Commission

City of Oakland, a
municipal corporation,
acting by and through its
Board of Port Commissioners

Parcels F, G, and H,
Exhibit A

State of California, acting by and
through the State Lands Commission

Redevelopment Agency
of the City of Oakland,
a community redevelopment
agency...

Parcel E, Exhibit A

City of Oakland, a municipal corporation,
acting by and through its Board of Port
Commissioners

State of California, acting
by and through the
State Lands Commission

Parcel C, Exhibit B

Oakland Base Reuse Authority, a
California joint powers authority

State of California, acting
by and through the
State Lands Commission

Parcel B, Exhibit B

State of California, acting by and
through the State Lands Commission

Redevelopment Agency
of the City of Oakland,
a community redevelopment
agency...

Parcels B and C,
Exhibit B

This OAKLAND ARMY BASE TITLE SETTLEMENT AND EXCHANGE
AGREEMENT ("Agreement") is dated for reference as of June 30, 2006. The
parties to the Agreement are the State of California, acting by and through the State Lands
Commission ("State" or "Commission"); the City of Oakland, a municipal corporation, acting by
and through its City Council ("City"); the City of Oakland, a municipal corporation, acting by
and through its Board of Port Commissioners ("Port"); the Oakland Base Reuse Authority, a

California joint powers authority ("OBRA"); and the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("ORA"). The City, Port, OBRA, and ORA are referred to collectively in this Agreement as the "Oakland Parties" and each individually as an "Oakland Party." All of the parties to this Agreement, including the State, are referred to collectively as the "Parties." The Agreement is entered into pursuant to Chapter 664, Statutes of 2005, entitled the "Oakland Army Base Public Trust Exchange Act" ("Exchange Act").

RECITALS

A. This Agreement concerns four parcels of real property located within the former Oakland Army Base ("OARB"), referred to in this Agreement as the "Public Trust Parcels." The Public Trust Parcels, consisting of Parcels E, F, G, and H, are described in **Exhibit A** and are shown for reference purposes only in **Exhibit C**.

B. This Agreement also concerns four parcels of real property located within and adjacent to the former OARB referred to in this Agreement as the "Trust Termination Parcels." The Trust Termination Parcels, consisting of Parcels A, B, C, and D, are described in **Exhibit B** and are shown for reference purposes only in **Exhibit C**.

C. The Public Trust Parcels and the Trust Termination Parcels together are a part of the land within the "OARB Redevelopment Property." The OARB Redevelopment Property is shown for reference in **Exhibit C**. For purposes of this Agreement, the term "OARB Redevelopment Property" shall include the same land described in the definition of that term in the Exchange Act.

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

E. The OARB Redevelopment Property includes lands that were tide and submerged lands subject to the Public Trust at the time California became a state.

F. The land title to tide and submerged lands within the OARB Redevelopment Property falls within several categories:

1. North of the 1862 Oakland City Charter line (established by Section 2 of Chapter 294 of the Statutes of 1862), lands within the OARB Redevelopment Property were conveyed into private ownership by the State of California, acting by and through its Board of Tide Land Commissioners, pursuant to Chapter 388 of the Statutes of 1869-1870. These lands were filled prior to 1980 and are agreed to be free of the Public Trust by application of the decision of the California Supreme Court in City of Berkeley v. Superior Court (1980) 26 Cal. 3d 515.

2. The remaining tide and submerged lands within the OARB Redevelopment Property were granted to the Town of Oakland and later to the City of Oakland through a series of statutory grants. These grants were Chapter 107 of the Statutes of 1852 ("Town Grant") and Chapter 657 of the Statutes of 1911 ("1911 Grant"), both as amended. The grants conveyed all the right, title, and interest of the State of California held by virtue of its sovereignty in and to certain tide and submerged lands therein described, to be forever held in trust by the City of Oakland and its successors for the uses and purposes of the grants.

3. The grants were modified by the Exchange Act, which grants to OBRA, subject to the Public Trust and 1911 Grant, all of the State's sovereign interests in those portions of the OARB Redevelopment Property held by OBRA. The Exchange Act further authorizes the conveyance of any OARB trust lands (as defined in the Exchange Act) by and among OBRA, ORA, the City, and the Port, with Commission approval, to be held by the acquiring entity subject to the Public Trust and the 1911 Grant. The terms and conditions imposed on the grant of lands under the 1911 Grant, as amended, and the terms and conditions of the Exchange Act are referred to herein as the "Granted Lands Trust."

G. The location and title to tide and submerged lands within OARB Redevelopment Property are subject to legal and factual uncertainties that could result in lengthy and expensive land title and boundary litigation. The factors causing the uncertainties include, but are not limited to:

1. Legal questions concerning an 1852 transfer of tidelands along the Oakland waterfront to a private party by the Town of Oakland;

2. The effect of subsequent litigation and court decisions concerning that transfer; and

3. The validity of a 1910 boundary line agreement entered into by the City and a private party purporting to establish the waterward boundary of lands transferred by the Town of Oakland to a private party in 1852 at what is now the eastern line of Maritime Street.

H. Through a series of acquisitions and condemnation actions beginning in 1941, the United States obtained title to the lands that became the OARB. The United States acquired the portion of the OARB west of the eastern line of Maritime Street through several condemnation actions, which culminated in a stipulated final judgment in 1952 in United States v. 72 Acres of Land, N.D. Cal. Nos. 21758-L, 21930-L, and 22084-L. There are questions regarding the effect of this judgment on the existence of the Public Trust and the Granted Lands Trust within the OARB Redevelopment Property, adding further to the legal uncertainty.

I. Pursuant to the Defense Base Closure and Realignment Act of 1990 (Part A of Title XXIX of P.L. 101-510), the OARB was designated for closure in 1995. OBRA was created in 1995 and is the legally recognized local reuse authority for the OARB under the base closure process. In 1999, the OARB was closed and OBRA assumed management and control of most of the base. On August 7, 2003, the United States transferred title to portions of the OARB to OBRA as a no-cost economic development conveyance ("EDC Property"), for the purpose of employment generation and economic development of the property. The OARB Redevelopment Property includes the EDC Property. The deed was recorded August 8, 2003, as Instrument No. 2003466370, Official Records of Alameda County. Documents recorded with the transfer are protective of Public Trust and Granted Lands Trust title within the EDC Property and promote entry into this Agreement. Also, on July 8, 2003, the City, OBRA, ORA, and the Port entered into a Memorandum of Understanding ("OARB MOA"), which also supports the entry into and completion of this Agreement and its associated deeds.

J. To address hazardous substances on the EDC Property, OBRA commissioned, and the California Environmental Protection Agency, Department of Toxic Substances Control ("DTSC") approved in 2002, the "Final Remedial Action Plan, Oakland Army Base, Oakland, California" and "Final Risk Management Plan, Oakland Army Base, Oakland, California"

(together, "RAP/RMP"). The RAP/RMP sets forth cleanup obligations and standards and establishes risk management protocols for the EDC Property. In 2003, OBRA, ORA, and DTSC entered into the "Consent Agreement between Oakland Base Reuse Authority, City of Oakland by and through the Oakland Redevelopment Agency and State of California..." as amended on May 2, 2005 ("Consent Agreement"). The Consent Agreement provides for a schedule for implementing the RAP/RMP. Also in 2003, the parties to the Consent Agreement entered into a "Covenant to Restrict Use of Property, Environmental Restriction, Former Oakland Army Base, Oakland California" ("Covenant to Restrict Use of Property"), establishing use limitations to ensure that future use and development of the EDC Property are consistent with the protection of human health and the environment.

K. Prior to the transfer of the EDC Property from the Army to OBRA, the Army issued a Finding of Suitability for Early Transfer ("FOSET") pursuant to Section 120(h)(3)(C) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 U.S.C. Section 9620(h)(3)(C)) and U.S. Department of Defense guidance (1998). In the FOSET, the Army determined that the Covenant to Restrict Use of Property, the RAP/RMP, and the schedule for undertaking actions as provided in the Consent Agreement together assure the protection of human health and the environment and the completion of necessary response actions. The United States also found that there are adequate funds available to ensure completion of the remediation. Based on these findings and additional financial assurances from Oakland Parties to ensure completion of the remediation, the Governor, in accordance with Section 120(h)(3)(C) of CERCLA, concurred with the Army that the EDC Property was suitable for early transfer and deferred the covenant required by Section 120(h)(3)(B) of CERCLA.

L. There are sufficient protections in place to ensure that the remaining remedial actions affecting the Public Trust Parcels will be completed consistent with the timeframe and standards set forth in the RAP/RMP and Consent Agreement. The Army has allocated \$13 million towards remediation ("ESCA funds"), of which approximately \$8.4 million remains. A \$3.5 million portion of the ESCA funds was used to obtain an environmental insurance policy, in which the State is listed as an additional named insured. The environmental insurance policy will provide coverage for remediation costs in excess of approximately \$21 million, to a cap of \$30 million in coverage. Remediation costs are not expected to exceed the policy amount. The Oakland Parties have committed to provide up to \$11.5 million as may be needed to bridge the gap between the

available ESCA funds and the insurance attachment point, if the cost of remediation exceeds the amount of available ESCA funds. The financial assurances of the Oakland Parties are reflected in Oakland Base Reuse Authority Resolution No. 2003-13, Port of Oakland Resolution No. 03150, Oakland City Council Resolution No. 77857, and Oakland Redevelopment Agency Resolution No. 2003-29. In addition, the Consent Agreement contains enforcement mechanisms, including penalty provisions, which will further ensure substantial compliance with the remediation schedule.

M. In anticipation of the transfer of the EDC Property to OBRA, the Oakland Parties worked on a reuse and redevelopment plan. In 2000, the City Council approved and adopted the Oakland Army Base Area Redevelopment Plan for the Oakland Army Base Area Redevelopment Project ("Redevelopment Plan"), pursuant to the Community Redevelopment Law (Part 1, commencing with Section 33000 of Division 24 of the Health and Safety Code). The redevelopment project area includes the OARB Redevelopment Property. In 2002, OBRA adopted a plan entitled "Gateway to the East Bay: Final Reuse Plan for the Oakland Army Base, adopted July 31, 2002" ("Reuse Plan"). The Reuse Plan encompasses the OARB Redevelopment Property and was designed to maximize Public Trust and Granted Lands Trust benefits by identifying the optimal configuration of lands suitable for purposes of those Trusts, given current and anticipated Port needs and potential waterfront recreational opportunities, and to accomplish these objectives in a manner that minimizes bay fill.

N. The Reuse Plan creates two areas: a "Port Development Area" that will be subject to the Public Trust and the Granted Lands Trust and is anticipated to be developed by the Port for Port-related uses consistent with the Public Trust and the Granted Lands Trust and a "Gateway Development Area" that will be redeveloped primarily with uses which are not consistent with the Public Trust and the Granted Lands Trust. ORA will succeed to OBRA's interest in the Gateway Development Area portion of the OARB Redevelopment Property.

O. The Port Development Area is comprised of approximately 235 acres adjacent to the Port's existing Oakland Outer Harbor terminals. By quitclaim deeds recorded August 8, 2003, as Instrument Nos. 2003466373 and 2003466374, Official Records of Alameda County, OBRA has transferred to the Port approximately 20 acres of EDC Property that is presently filled and approximately 50 acres of EDC Property that is presently submerged, all within the Port

Development Area west of the eastern line of Maritime Street. Most of the lands in the proposed Port Development Area are located in the portion of the OARB Redevelopment Property east of Maritime Street and are presently in the record ownership of OBRA.

P. The acquisition of all of the Port Development Area lands will allow the Port to consolidate and reconfigure its existing terminals, expand its cargo capacity, create a new larger and more productive intermodal rail terminal, and construct its proposed Berth 21 project. These contemplated projects are among the Port's plans in furtherance of the Granted Lands Trust and the Public Trust ("Port Development Projects"). The Port Development Projects are intended to allow the Port to achieve the year 2020 cargo throughput demand forecasts set forth in the San Francisco Bay Area Seaport Plan administered by the Bay Conservation and Development Authority ("BCDC"). The Port has estimated that, as a result of the increased capacity and more efficient design of port facilities made possible by the development of the Port Development Area, overall cargo throughput at the Port's maritime facilities could be increased by approximately 500,000 metric tons, exceeding the throughput demand forecasts contained in the Seaport Plan and conferring a substantial public trust economic benefit on the region and the State. With the recording of this Agreement and its associated deeds, all of the lands within the Port Development Area that are subject to this Agreement will be added to or confirmed in the Public Trust and the Granted Lands Trust.

Q. The Gateway Development Area is situated adjacent to the San Francisco-Oakland Bay Bridge ("Bay Bridge") touchdown in Oakland at the point of entry to Oakland and the East Bay. A portion of the Gateway Development Area contains waterfront land comprising Piers 7, 8, and 9. OBRA, ORA, and the City have proposed the development of a high-quality destination open-space park that would encompass the entire existing waterfront within the Gateway Development Area. Development of this park would open this previously inaccessible waterfront land to the public for recreational purposes and would directly connect with lands currently held by the federal government to the west of the OARB Redevelopment Property anticipated for use in the future as a shoreline regional park. Upon recording of this Agreement and the deeds implementing it, these waterfront lands (with the exception of Parcel H) will be owned by ORA as sovereign lands subject to the Public Trust and the Granted Lands Trust. Parcel H will be owned by the Port as sovereign lands subject to the Public Trust and Granted Lands Trust and may be transferred to ORA as sovereign lands subject to the Public Trust and

the Granted Lands Trust once no longer needed for the Berth 21 Project, as more fully outlined in this Agreement.

R. Parcel H of the Public Trust Parcels described in **Exhibit A** is an approximately 0.229-acre parcel of land within the proposed park area which is presently in the record ownership of the Port. Parcel H is needed for the construction of the Port's Berth 21 Project, but will not be needed by the Port following construction of the project. Upon recording of this Agreement and the deeds implementing it, Parcel H will be owned by the Port as sovereign lands subject to the Public Trust and the Granted Lands Trust. Consistent with Section 6 of the Exchange Act, this Agreement approves and authorizes the future conveyance and transfer, after completion of construction of the Port's Berth 21 project, of Parcel H to ORA, also as sovereign lands subject to the Public Trust and the Granted Lands Trust. Parcel H is anticipated to be used for a public park. The conveyance and transfer document(s) between the Port and ORA shall be in a form approved by the Executive Officer of the Commission.

S. The remaining lands held by OBRA in the Gateway Development Area consist of filled lands between the waterfront and the Interstate 80 corridor at the Bay Bridge touchdown and filled lands north of the Interstate 80 corridor. Upon recording of this Agreement and the deeds implementing it, these lands will be owned by ORA free from the Public Trust and the Granted Lands Trust.

T. There are several parcels of land within the boundaries of the OARB that are not presently owned in fee by any of the Oakland Parties. These parcels ("OARB Adjacent Parcels") are described in Section 2(o) of the Exchange Act and are shown for reference on **Exhibit C**. The Exchange Act authorizes the State to include any of the OARB Adjacent Parcels in the exchange if the State determines that the inclusion of these lands would be substantially consistent with the configuration of trust lands shown in the diagram in Section 16 of the Act and would otherwise comply with the Act. Those portions of the OARB Adjacent Parcels within the Gateway Development Area and north of the 1862 Charter Line are presently free of the Public Trust and Granted Lands Trust for the reasons set forth in Recital F-1 above. This Agreement authorizes the resolution of the Public Trust and Granted Lands Trust status of other portions of the OARB Adjacent Parcels in a subsequent exchange.

U. The Port is now actively seeking to acquire certain interests in the OARB Adjacent

Parcels as defined in Section 2(o) of the Exchange Act. These parcels are presently in the record ownership of the United States and occupied by the Army Reserves, are located east of Maritime Street, and are essential for the Port to acquire in order for the Port to meet the year 2020 cargo throughput demand forecasts in the San Francisco Bay Area Seaport Plan.

V. As described in Recitals G and H, the factual and legal circumstances relating to the Oakland Army Base Redevelopment Property have created uncertainties as to the nature and extent of Public Trust and Granted Lands Trust title interests in the OARB Redevelopment Property. These legal uncertainties, including trial litigation and possible appeals from trial court rulings necessary to resolve them, would delay development of the OARB Redevelopment Property for years, to the detriment of its use for Public Trust and Granted Lands Trust purposes and to the detriment of proprietary purposes separate from both of those Trusts.

W. The lands east of Maritime Street within the Port Development Area are needed to expand the Port's terminal and transportation capacity and to meet BCDC's 2020 cargo throughput demand forecasts. The lands west of the eastern line of Maritime Street within the Gateway Development Area are not needed to meet these forecasts. The waterfront portion of these lands is better suited for park and recreational purposes, and the landward portion is no longer needed for purposes of either the Public Trust or the Granted Lands Trust. A land exchange and title and boundary settlement is needed to confirm the State's sovereign interest in lands within the OARB Redevelopment Property and to place the Public Trust and the Granted Lands Trust on the lands of greatest value to the Trusts.

X. Through the Exchange Act, the California Legislature authorized the settlement of Public Trust and Granted Lands Trust land title questions within the OARB Redevelopment Property to the benefit of the Public Trust and the Granted Lands Trust. To implement this settlement, the Legislature approved an exchange of lands within the OARB Redevelopment Property that would result in a configuration of trust lands substantially similar to that shown on the diagram of Section 16 of the Exchange Act, subject to certain requirements set forth in the Act. The Act authorizes the Commission to carry out the exchange, to establish appropriate procedures for doing so, and to make certain findings and to establish certain conditions before approving the exchange. This Agreement sets forth the procedures for and the terms of the exchange pursuant to the Exchange Act. The findings made through this Agreement are in

accordance with the direction of the Legislature contained in the Act.

Y. The exchange authorized by this Agreement will substantially benefit the Public Trust and the Granted Lands Trust and will not result in substantial interference with the uses and purposes of either Trust. The Public Trust Parcels reflect a configuration of trust lands that is most advantageous to the Public Trust and to the Granted Lands Trust in light of all relevant considerations, including but not limited to the Port Development Area projects; public access; other present and anticipated future port needs; port ancillary uses; and future transportation needs. The exchange will place or confirm in the Public Trust and the Granted Lands Trust all of the lands within the OARB Redevelopment Property that are immediately adjacent to the waterfront, as well as certain interior lands that are useful to the Public Trust and to the Granted Lands Trust, together totaling approximately 165 acres. The exchange will also result in Public Trust and Granted Lands Trust title on approximately 55 acres of lands that are presently submerged.

Z. The exchange will terminate any Public Trust or Granted Lands Trust title in approximately 130 acres south of the 1862 Charter Line. With the exception of Parcel A of the Trust Termination Parcels described in Exhibit B, the lands in which the Public Trust and the Granted Lands Trust will be terminated have been filled and reclaimed. As described below, Parcel A described in Exhibit B will be filled as part of the Port's Berth 21 project.

AA. The Port's Berth 21 project is part of a highly beneficial program of harbor development that will require the filling with solid earth of approximately 28 acres of land waterward of the present line of mean high tide. The land to be filled includes a strip of approximately 0.84 acres of land in the record ownership of the Port that is located in the Gateway Development Area and referred to in subdivision (q) of Section 3 the Exchange Act. This strip of land consists of Parcel A of the Trust Termination Parcels described in Exhibit B. Reclamation of Parcel A is necessary to construct the Berth 21 project. However, once filled, Parcel A will not be required for the Berth 21 project or for any other Public Trust or Granted Lands Trust purpose. This Agreement provides that the Public Trust and Granted Lands Trust will not be terminated on Parcel A unless and until the Port has completed its Berth 21 fill activities with respect to that Parcel. At that time, Parcel A will be filled, reclaimed, cut off from navigable waters, and no longer needed or required for the promotion of the Public Trust or the

Granted Lands Trust.

BB. Parcel D of the Trust Termination Parcels described in Exhibit B is comprised of approximately 0.856 acres of Port-owned lands in the Gateway Development Area that are landward of and immediately adjacent to Parcel A. Parcel D is needed for the construction of the Berth 21 project, but will not be needed by the Port after the Berth 21 fill activities are complete. This Agreement allows the Public Trust and Granted Lands Trust to be terminated on Parcel D after the Berth 21 fill activities are completed, or at such time that the Oakland Parties have determined that the lands are no longer needed for the Berth 21 project, whichever is earlier.

CC. The Parties agree that, to facilitate the completion of the exchange with respect to Parcels A and D, it may be desirable to allow the Port to convey and transfer Public Trust and Granted Lands Trust responsibilities for those parcels to ORA prior to the termination of the Public Trust and Granted Lands Trust on those lands. Consistent with Section 6 of the Exchange Act, this Agreement approves and authorizes said conveyance and transfer, provided that the Executive Officer of the Commission first approves the conveyance and transfer document(s).

DD. The exchange will provide increased public access to the waterfront. The Pier 7 to 9 waterfront, previously inaccessible to the public, will be impressed with the Public Trust and Granted Lands Trust and is proposed to be developed as a public open space park as part of the redevelopment of the Gateway Development Area. The park will open the waterfront within the Gateway Development Area to the public and will include both pedestrian and bicycle access. The lands will connect with lands currently owned by the United States adjoining the western boundary of the OARB Redevelopment Property, which the State contends are public trust lands, and which are proposed to be transferred by the United States to the East Bay Regional Park District for use as a shoreline regional park. Trails within the two parks will connect with a proposed extension of the San Francisco Bay Trail, linking them with the Emeryville shoreline to the north and the Oakland waterfront to the south. This Agreement includes provisions to ensure that development of the Gateway Development Area includes permanent vehicular, bicycle, and pedestrian access to the park area and to the adjoining future regional park site via Burma Road or an equivalent access corridor, and that interim public access is provided to the extent feasible consistent with the requirements of public health and safety, the California Department of Transportation ("CalTrans") Pier 7 easement, and Port Berth 21 construction activities.

EE. Access to the Port Development Area is presently provided by Maritime Street. In accordance with OARB MOA, the Oakland Parties may agree to relocate the portion of Maritime Street which is shown on Schedule 7.4 of the OARB MOA. Any relocation of Maritime Street will provide for adequate vehicular, pedestrian, and bicycle access to and through the Port Development Area, consistent with the beneficial use of those lands. Public access to the Port terminals and waterfront within the Port Development Area is not required and would be inconsistent with the beneficial use of those lands during any time that they are an operating port facility.

FF. In accordance with appropriate resolutions adopted by the governing body of each of the Oakland Parties, and to meet the condition set forth in Section 12(b)(5) of the Exchange Act, each of the Oakland Parties has executed an amendment to the OARB MOA to eliminate the concept of the "City Cash-Out Remedy" as defined in Section 1.1(a)(17) and as referenced in Sections 2.2(d), 3.3(c)(1), 4.1, 5.1(b)(2), 5.1(c)(2), 5.1(e), 6.2(b)(3), 6.5, 8.4, 11.17, and elsewhere in the OARB MOA, effective upon the execution of this Agreement by all parties.

GG. In the interest of settlement, the parties have conducted independent studies and evaluations of the title evidence, the principles of law, and the merits of their legal positions. An evaluation and study completed by the State has shown that the economic value of the asserted sovereign interests in the Trust Termination Parcels is less than or equal to the economic value of land or interests in land to be received in the Public Trust Parcels obtained through this Agreement.

HH. The land title transfers provided for in this Agreement will be accomplished through the following recorded conveyances, which may occur in phases as provided in this Agreement. Through these conveyances, and subject to the conditions set forth in this Agreement, the Public Trust Parcels will be owned by the Port or ORA as sovereign lands subject to the Public Trust and the Granted Lands Trust and the Trust Termination Parcels will be owned by ORA free from the Public Trust, the Granted Lands Trust, and the Town Grant. The conveyances are:

- i. The Port and OBRA will each quitclaim to the State whatever interests they hold in the Public Trust Parcels and the Trust Termination Parcels, according to which of these two parties now owns record fee title. These

conveyances shall include any rights arising by virtue of the Granted Lands Trust and the Town Grant.

- ii. After accepting the Public Trust Parcels, the State will patent Public Trust Parcels F and G within the Port Development Area to the Port as sovereign lands, subject to the Public Trust and to the Granted Lands Trust;
- iii. After accepting the Public Trust Parcels, the State will patent Public Trust Parcel E within the Gateway Development Area to ORA and Public Trust Parcel H within the Gateway Development Area to the Port, all as sovereign lands subject to the Public Trust and to the Granted Lands Trust; and
- iv. After accepting the Trust Termination Parcels, the State will patent the Trust Termination Parcels to ORA, free of the Public Trust, the Granted Lands Trust, and the Town Grant according to the terms of this Agreement.

II. The Oakland Parties approved this Agreement through Oakland City Council Resolution No. 79769 C.M.S. adopted by the City on March 7, 2006; Oakland Base Reuse Authority Resolution No. 2006-05 adopted by OBRA on February 27, 2006; Oakland Redevelopment Agency Resolution No. 2006-0013 C.M.S. adopted by ORA on March 7, 2006; and Port of Oakland Ordinance No. 3897 adopted by the Port on March 7, 2006. The Commission approved this Agreement at its meeting of April 17, 2006.

AGREEMENT

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

1. The Establishment of the Public Trust and the Granted Lands Trust in the Public Trust Parcels and Patent of Them to the Port and ORA.

The Public Trust and the Granted Lands Trust shall be established in the Public Trust Parcels as follows:

a. According to the terms and conditions of this Agreement, the Port shall remise, release, and forever quitclaim to the State all of the Port's right, title, and interest in Public Trust Parcels F and H described in **Exhibit A**, and OBRA shall remise, release, and forever quitclaim to the State all of OBRA's right, title, and interest in Public Trust Parcels E and G described in **Exhibit A**. The conveyance of the Public Trust Parcels shall be in the forms of **Exhibit D** and **Exhibit E**, and shall include any right, title, and interest of the Port and OBRA arising from the Granted Lands Trust and the Town Grant.

b. To implement the Public Trust and the Granted Lands Trust, the State shall, following acceptance of the conveyances in subsection (a) immediately above and in accordance with the terms and conditions of this Agreement, remise, release, and forever quitclaim to the Port all of the State's right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the State by the Port and OBRA in the conveyances in subsection (a) immediately above) in Public Trust Parcels F, G, and H described in **Exhibit A**. The conveyance of Public Trust Parcels F, G, and H shall be in the form of **Exhibit F**, and shall be as sovereign lands subject to the Public Trust and the Granted Lands Trust.

c. To implement the Public Trust and the Granted Lands Trust, the State shall, following acceptance of the conveyances in subsection (a) immediately above and in accordance with the terms and conditions of this Agreement, remise, release, and forever quitclaim to ORA all of the State's right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the State by the Port and OBRA in the conveyances in subsection (a) immediately above) in Public Trust Parcel E described in **Exhibit A**. The conveyance of Public Trust Parcel E shall be in the form of **Exhibit G**, and shall be as sovereign lands subject to the Public Trust and the Granted Lands Trust.

2. The Termination of the Public Trust and the Granted Lands Trust in the Trust Termination Parcels.

The Public Trust and the Granted Lands Trust shall be terminated in the Trust Termination Parcels as follows:

a. According to the terms and conditions of this Agreement, the Port shall remise,

release, and forever quitclaim to the State all of the Port's right, title, and interest in Trust Termination Parcel C described in **Exhibit B**, and OBRA shall remise, release, and forever quitclaim to the State all of OBRA's right, title, and interest in Trust Termination Parcel B described in **Exhibit B**. The conveyances of Trust Termination Parcels B and C to the State shall be in the forms of **Exhibit H** and **Exhibit I**, and shall include any right, title, and interest of OBRA and the Port arising from the Granted Lands Trust and the Town Grant.

b. To implement the termination of the Public Trust, the Granted Lands Trust, and the Town Grant, the State shall, following acceptance of the conveyances in subsection (a) immediately above and in accordance with the terms and conditions of this Agreement, remise, release, and forever quitclaim to ORA all of the State's right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the State by the Port and OBRA in the conveyances in subsection (a) immediately above) in Trust Termination Parcels B and C described in **Exhibit B**. The conveyance of Trust Termination Parcels B and C shall be in the form of **Exhibit J**, and shall terminate the Public Trust, the Granted Lands Trust, and the Town Grant.

c. The termination of the Public Trust, the Granted Lands Trust, and the Town Grant in Trust Termination Parcel A described in **Exhibit B** shall occur through a sequence of deeds similar to that described in subsections (a) and (b) immediately above. However, no Oakland Party holding record title to Trust Termination Parcel A shall convey Trust Termination Parcel A to the State unless and until the Oakland Parties have provided to the Executive Officer of the Commission written documentation evidencing to the Executive Officer's satisfaction that the Port has completed fill activities with respect to Trust Termination Parcel A in connection with the Port's Berth 21 project. The approval of said documentation by the Executive Officer shall not be unreasonably withheld. Following the Executive Officer's approval, the Oakland Parties holding record title to Trust Termination Parcel A shall, in accordance with the terms and conditions of this Agreement, remise, release, and forever quitclaim to the State all of their right, title, and interest existing in Trust Termination Parcel A, including any right, title, and interest arising from the Granted Lands Trust and the Town Grant. The conveyance of Trust Termination Parcel A to the State shall be in the form of **Exhibit Q**. The State shall,

following the acceptance of Trust Termination Parcel A, and in accordance with the terms and conditions of this Agreement, remise, release, and forever quitclaim to ORA all of the State's right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the State through this subsection (c) by the Oakland Parties holding record title) in Trust Termination Parcel A described in **Exhibit B**. The conveyance of Trust Termination Parcel A from the State shall be in the form of **Exhibit K** and shall terminate the Public Trust, the Granted Lands Trust, and the Town Grant. The conveyance of Parcel A to and from the State may occur as a separate transaction subsequent to the other conveyances authorized by this Agreement.

- d. The termination of the Public Trust, the Granted Lands Trust, and the Town Grant in Trust Termination Parcel D described in **Exhibit B** shall occur through a sequence of deeds similar to that described in subsections (a) and (b) immediately above. However, no Oakland Party holding record title to Trust Termination Parcel D shall convey Trust Termination Parcel D to the State unless and until the Oakland Parties have provided to the Executive Officer of the Commission written documentation evidencing to the Executive Officer's satisfaction that either (1) the Port has completed construction activities involving Trust Termination Parcel D in connection with the Port's Berth 21 project, or (2) Trust Termination Parcel D is no longer needed for such construction. The approval of said documentation by the Executive Officer shall not be unreasonably withheld. Following the Executive Officer's approval, the Oakland Parties holding record title to Trust Termination Parcel D shall, in accordance with the terms and conditions of this Agreement, remise, release, and forever quitclaim to the State all of their right, title, and interest in Trust Termination Parcel D, including any right, title, and interest arising from the Granted Lands Trust and the Town Grant. The conveyance of Trust Termination Parcel D to the State shall be in the form of **Exhibit R**. The State shall, following the acceptance of Trust Termination Parcel D, and in accordance with the terms and conditions of this Agreement, remise, release, and forever quitclaim to ORA all of the State's right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the State through this subsection (d) by the Oakland Parties holding record title) in Trust Termination Parcel D described in **Exhibit B**. The conveyance of Trust Termination Parcel D from the State shall be in the form of **Exhibit**

L, and shall terminate the Public Trust, the Granted Lands Trust, and the Town Grant. The conveyance of Trust Termination Parcel D to and from the State may occur as a separate transaction subsequent to the other conveyances authorized by this Agreement.

3. State Acceptance of Conveyances from Oakland Parties. The State shall accept from the Oakland Parties the conveyances described in Paragraphs 1 and 2 upon the terms set forth in its Certificate of Acceptance. The acceptance of the Public Trust Parcels shall be in the form of **Exhibit M** and the acceptance of the Trust Termination Parcels shall be in the form of **Exhibit N**.

4. Oakland Party Acceptance of Patents from State. Each of the Oakland Parties shall accept the conveyances from the State of the Public Trust Parcels and the Trust Termination Parcels described in Paragraphs 1 and 2 upon the terms and conditions set forth in its Certificate of Acceptance. The acceptance shall be in the form of **Exhibit O** for the Public Trust Parcels and in the form of **Exhibit P** for the Trust Termination Parcels.

5. Warranties and Indemnities. The Parties to this Agreement acknowledge that, through the conveyances in this Agreement, all warranties or indemnities provided by the United States, including but not limited to all warranties or indemnities provided by the United States pursuant to the Defense Authorization Act of 1993, Pub. L. 102-484 § 330(a)(1), Defense Base Realignment and Closure Act of 1990, Pub. L. 105-510 § 2901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3), and pertaining to the release or threatened release of any hazardous substance, pollutant, contaminant, petroleum, or petroleum derivative resulting from Department of Defense activities will be transferred along with the conveyances of the Public Trust Parcels and Trust Termination Parcels to the State, the Port, OBRA, ORA, any successor, assignee, transferee, lender, lessee, or grantee of any of the Parties, and any other person or entity that acquires ownership or control of the EDC Property. The Parties acknowledge that transfers of the Public Trust Parcels and the Trust Termination Parcels between the Parties do not cause the grantor to lose any warranty or indemnity provided by the United States.

6. Public Access. The Oakland Parties shall ensure that the future layout of streets within the Gateway Development Area and the Port Development Area includes permanent vehicular, bicycle, and pedestrian access to the Public Trust lands within those areas and through

those lands to the lands adjoining the Gateway Development area on its westerly side, and will be consistent with the beneficial use of those lands. Prior to the approval by any of the Oakland Parties of a plan for the layout of one or more streets, the plan shall be submitted to the Executive Officer of the Commission for his written determination as to whether the plan meets the requirements of this section, which determination shall be rendered within a reasonable period of time. Prior to the development of permanent public access facilities for these areas, the Oakland Parties shall provide interim public access to the extent feasible consistent with the requirements of public health and safety, the CalTrans temporary easement over Pier 7 for Bay Bridge construction, and Port Berth 21 construction activities.

7. OARB Adjacent Parcels. The Parties contemplate that one or more subsequent exchanges may be necessary to resolve the Public Trust and Granted Lands Trust status of the OARB Adjacent Parcels, which are not presently owned by any of the Oakland Parties. In any subsequent exchange, any portion of the OARB Adjacent Parcels may be added to the Public Trust and the Granted Lands Trust and any portion of the OARB Adjacent Parcels within the Gateway Development Area may be removed from the Public Trust and the Granted Lands Trust, provided (a) the subsequent exchange involving the OARB Adjacent Parcels is authorized in a later exchange agreement approved by the Commission; (b) the Oakland Parties have obtained record fee title to the OARB Adjacent Parcels to be exchanged, or the record owner of fee title in those Parcels is a party to the subsequent exchange agreement; and (c) the Commission finds that (1) following the completion of the subsequent exchange, the cumulative value of all of the OARB Redevelopment Property that has been added to the Public Trust and the Granted Lands Trust by this Agreement and all subsequent exchanges is equal to or greater than the cumulative value of all of the OARB Redevelopment Property that has been removed from the Public Trust, the Granted Lands Trust, and the Town Grant through this Agreement and all subsequent exchanges involving the OARB Adjacent Parcels; and (2) any other applicable requirements of the Exchange Act have been met.

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

- (a) The configuration of the lands to be exchanged into the Public Trust and

the Granted Lands Trust (i) does not differ significantly from the configuration shown on the diagram in Section 16 of the Exchange Act, (ii) includes all lands within the OARB Redevelopment Property that are waterward of the mean high tide at the time of the exchange, with the exception of Parcel A, and (iii) consists of lands suitable to be impressed with the Public Trust and the Granted Lands Trust;

(b) The final layout of streets in the Gateway Development Area and the Port Development Area will provide public vehicular, pedestrian, and bicycle access to the Public Trust Parcels within those areas, and through those areas to the lands adjoining the Gateway Development Area on its westerly side, and will be consistent with the beneficial use of those lands;

(c) The value of the lands to be exchanged into the Public Trust and the Granted Lands Trust is equal to or greater than the value of the lands to be exchanged out of the Public Trust, the Granted Lands Trust, and the Town Grant;

(d) The lands to be taken out of the Public Trust, the Granted Lands Trust, and the Town Grant have been filled and reclaimed as the result of a highly beneficial program of harbor development; are cut off from access to navigable waters; are no longer needed or required for the promotion of the Public Trust, the Granted Lands Trust, or the Town Grant; constitute a relatively small portion of the lands originally granted to the City; and the exchange will not result in substantial interference with Public Trust, Granted Lands Trust, or Town Grant uses and purposes;

(e) This Agreement is in the best interests of the State of California for the improvement of navigation and commerce; for the enhancement of public access to and along the shoreline and waterfront; and for the protection, preservation, and enhancement of Public Trust interests in the remaining tide and submerged lands in the area;

(f) The OARB MOA has been amended to eliminate the concept of the "City Cash-Out Remedy" as defined in Section 1.1(a)(17) and as referenced in Sections 2.2(d), 3.3(c)(1), 4.1, 5.1(b)(2), 5.1(c)(2), 5.1(e), 6.2(b)(3), 6.5, 8.4, 11.17, and elsewhere in the OARB MOA, or in any amendment to the OARB MOA;

(g) Each trustee which owns fee title in the lands to be exchanged has

approved the exchange;

(h) The Public Trust Parcels have either been remediated consistent with the requirements of the RAP/RMP and Consent Agreement, or, for the portions of the Public Trust Parcels that have not yet been remediated, sufficient protections are in place to ensure that the remedial actions will be completed consistent with the timeframe and standards set forth in the RAP/RMP and Consent Agreement; and

(i) There are no land use covenants or restrictions on the Public Trust Parcels, other than the existing Covenant to Restrict Use of Property, that impede its use for Public Trust or Granted Lands Trust purposes.

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

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

(b) This Agreement is in settlement of a title and boundary dispute and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code section 21080.11 and the Subdivision Map Act pursuant to Government Code section 66412(e).

10. 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 and in accordance with this Agreement and consent to the recording of this Agreement and other documents executed pursuant to this Agreement.

11. 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.

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

13. Agreement for Compromise and Settlement. It is expressly understood by the Parties that the provisions set forth in this Agreement have been agreed upon for purposes of compromising and settling the respective disputed interests of the Parties in the Public Trust Parcels and Trust Termination Parcels.

14. No Admission or Effect if Agreement Not Made Effective. In the event 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 Public Trust Parcels and the Trust Termination Parcels.

15. No Effect on Other Lands. The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any of the Parties or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the Public Trust Parcels and the Trust Termination Parcels.

16. Agreement Binding on Successors. All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the Parties.

17. No Third Party Beneficiaries. There are no individual third-party beneficiaries of this Agreement, excepting the public generally.

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

19. 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.

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

21. Escrow.

(a) The Parties have agreed to open an escrow with First American Title Company ("Escrow Agent"). As a part of escrow, the Parties shall submit additional mutually agreeable escrow instructions. (The Parties shall open new and separate escrows and submit separate instructions and documents in conjunction with the implementation of this Agreement authorized in Paragraphs 2(c), 2(d), and 7.)

(b) State shall deposit the following documents into escrow:

- i. A certified copy of the Minute Item for Calendar Item No. C59 of the Commission public hearing on April 17, 2006, showing the Commission's approval of this Agreement and the Commission's authorization that this Agreement and the patents and certificates of acceptance be executed and delivered to the Escrow Agent on the State's behalf;
- ii. This Agreement, duly and properly executed by the State;
- iii. A written approval by the State of the condition of title to the Public Trust Parcels to be granted to the Port and ORA at the closing as shown in a pro forma title commitment in a coverage amount acceptable to the State;
- iv. Certificates of acceptance in the form attached hereto as **Exhibit M** accepting conveyances from the Port and OBRA of the Public Trust Parcels.
- v. Certificates of acceptance in the form attached hereto as **Exhibit N** accepting conveyances from the Port and OBRA of Trust Termination Parcels B and C.

- vi. A patent in the form attached hereto as **Exhibit F** transferring Public Trust Parcels F, G, and H to the Port, duly and properly executed by the State;
- vii. A patent in the form attached hereto as **Exhibit G** transferring Public Trust Parcel E to ORA, duly and properly executed by the State; and
- viii. A patent in the form attached hereto as **Exhibit J** transferring the Trust Termination Parcels B and C to ORA, free from the Public Trust, the Granted Lands Trust, and the Town Grant, duly and properly executed by the State.

(c) Oakland Parties shall deposit the following documents into escrow:

- i. A certified copy of Oakland City Council Resolution No. 79769 C.M.S. adopted by the City on March 7, 2006; Oakland Base Reuse Authority Resolution No. 2006-05 adopted by OBRA on February 27, 2006; Oakland Redevelopment Agency Resolution No. 2006-0013 C.M.S. adopted by ORA on March 7, 2006; and Port of Oakland Ordinance No.3897 adopted by the Port on March 7, 2006, approving this Agreement and authorizing that it be executed on behalf of the Oakland Parties;
- ii. This Agreement, duly and properly executed by each of the Oakland Parties;
- iii. Written approvals by the Port and ORA of the condition of title to the Public Trust Parcels deeded to each as shown in a pro forma title commitment in coverage amounts acceptable to the Port and to ORA;

- iv. A written approval by ORA of the condition of title to Trust Termination Parcels B and C, as shown in a pro forma title commitment in a coverage amount acceptable to ORA;
- v. Quitclaim deeds from OBRA and the Port in the forms attached hereto as **Exhibits D and E** transferring to the State all of their respective rights, titles, and interests in the Public Trust Parcels, duly and properly executed by those Oakland Parties;
- vi. Quitclaim deeds from OBRA and the Port in the forms attached hereto as **Exhibits H and I** transferring to the State all of their respective rights, titles and interests in Trust Termination Parcels B and C, duly and properly executed by those Oakland Parties; and
- vii. Certificates of acceptance from the Port and ORA in the forms attached hereto as **Exhibits O and P**, accepting conveyances from the State of the Public Trust Parcels and Trust Termination Parcels B and C.

22. Close of Escrow and Recordation. Upon receipt of all documents listed in Paragraph 21 above pertaining to the deposits into escrow, Escrow Agent shall notify the parties of its intention to close escrow and to record this Agreement and all deeds and patents pertaining to that closing, in the manner and subject to the requirements of escrow instructions submitted to the Escrow Agent by the Parties and agreed to by the Escrow Agent.

23. Judicial Confirmation of Validity of Settlement. Any Oakland Party may choose to submit this Agreement to a court of competent jurisdiction to confirm the validity of the Agreement and its associated deeds and patents by a court judgment pursuant to Code of Civil Procedure sections 760.010 through 764.080, inclusive, and Section 14 of the Exchange Act. A complaint to do so shall be filed by the Oakland Party within 180 days of recordation by the Escrow Agent of this Agreement pursuant to Paragraph 22. The State and all other Oakland Parties shall cooperate with the Oakland Party filing the complaint in obtaining such a confirmatory judgment. Upon entry of a judgment confirming the validity of the settlement embodied in this Agreement and its associated deeds and patents, each party shall be deemed to

have waived any right to appeal from such judgment.

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

25. Agreement Not To Encumber. Upon execution of this Agreement, none of the Parties shall sell, transfer, assign, mortgage, pledge, or hypothecate, whether by operation of law or otherwise, any of their respective rights, title, or interests in or to the Public Trust Parcels or the Trust Termination Parcels prior to the recording of this Agreement and its associated deeds.

26. Subsequent Transfers. Following recording of this Agreement and its associated deeds, the title interests held by the Port and ORA in the Public Trust Parcels through the Granted Lands Trust may not be sold or otherwise conveyed or transferred, except in trust to other of the Oakland Parties/trustees with Commission approval pursuant to Section 6 of the Exchange Act. However, by this Agreement and pursuant to Section 6 of the Exchange Act, the Commission approves and authorizes any future conveyance/transfer by the Port to ORA of the Port's title interests in Public Trust Parcel H, subject to the Public Trust and the Granted Lands Trust, by a form of conveyance/transfer approved by the Executive Officer of the Commission. The Commission further approves and authorizes by this Agreement any future conveyance/transfer by the Port to ORA of the Port's title interests in Trust Termination Parcels A and D, or any portion thereof, prior to the termination of the Public Trust and Granted Lands Trust in those lands, by a form of conveyance/transfer approved by the Executive Officer of the Commission.

27. Allocation of Costs and Expenses. The Oakland Parties shall pay the expenses and fees of the Escrow Agent, including those costs associated with document preparation and recordation of this Agreement, its deeds and patents, and any associated documents. The Oakland Parties shall also pay expenses and fees associated with any title insurance policy for the Public Trust Parcels and the Trust Termination Parcels. All other fees, costs, and expenses of any attorney, engineer, or other person employed or retained by a Party in connection with the

transactions underlying this Agreement shall be borne by the Party incurring the fee or expense, except as those parties may otherwise agree.

28. 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 facsimile in addition to one of the above methods, to the telephone numbers listed below:

State:

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

With copies to:

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

Port:

Port of Oakland
530 Water Street
Oakland, CA 94607
Attn: Director of Maritime
Facsimile: 510-835-1641

With copies to:

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

City, OBRA, or ORA:

The City of Oakland
1 Frank H. Ogawa Plaza, Sixth Floor

Oakland, CA 94612
Attn: Alix Rosenthal, Esq., Deputy City Attorney
Facsimile: 510-238-6500

Oakland Base Reuse Authority
700 Murmansk Street, Suite 3
Oakland, CA 94607-5009
Attention: Executive Director
Facsimile: (510) 238-2936

Oakland Redevelopment Agency
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
Attention: Deborah A. Edgerly, Agency Administrator
Facsimile: 510-238-2223

With copies to:
Shute Mihaly & Weinberger
396 Hayes Street
San Francisco, CA 94102
Attn: William J. White
Facsimile: 415-552-5816

29. Effective Date. For purposes of bringing a validation action under Paragraph 23, this Agreement shall become effective upon execution by all Parties and the Governor. For all other purposes, this Agreement shall become effective upon execution by all Parties and the Governor and recordation of this Agreement. To become effective, this Agreement must be recorded by August 31, 2006, or within 60 days from entry of any judgment pursuant to Paragraph 23, whichever is earlier, unless the parties extend that date in writing.

30. Exhibits A through R. Exhibit A through Exhibit R, inclusive, are attached to

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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.

STATE OF CALIFORNIA
STATE LANDS COMMISSION

DATED: June 16, 2006

By: Paul D. Thayer
Paul D. Thayer
Executive Officer

Approved as to form:

Bill Lockyer
Attorney General
State of California

DATED: Jan 15, 2005

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Sacramento

SS.

On June 16, 2000

before me,

Kimberly L. Korhonen, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

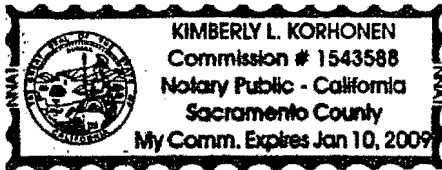
Paul D. Thayer

Name(s) of Signer(s)

☒ Personally known to me

☐ 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.



WITNESS my hand and official seal.

Kimberly L. Korhonen
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

Oakland Army Base Title Settlement and Exchange Agreement

Document Date:

June 16, 2000

Number of Pages:

33 pages + attachments

Signer(s) Other Than Named Above:

11 addtl. signers

Capacity(ies) Claimed by Signer

Signer's Name:

Paul D. Thayer

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

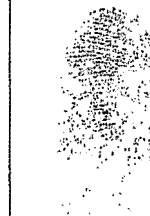
☒ Other: EXECUTIVE OFFICER

Signer Is Representing:

CA STATE LANDS COMMISSION

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



CITY OF OAKLAND, a municipal
corporation, acting by and through its City
Council

DATED: 6/15/06

By: Deborah A. Edgerly
Deborah A. Edgerly
City Administrator

Approved as to form:

DATED: 6/9/06

By: John A. Russo for
John A. Russo
City Attorney

OAKLAND BASE REUSE AUTHORITY,
a California joint powers authority

DATED: 6/15/06

By: Deborah A. Edgerly
Deborah A. Edgerly
Executive Director

Approved as to form:

DATED: 6/9/06

By: John A. Russo for
John A. Russo
OBRA General Counsel

REDEVELOPMENT AGENCY of the
CITY of OAKLAND, a community
redevelopment agency organized and
existing under the California Community
Redevelopment Law

DATED: 6/15/06

By: Deborah A. Edgerly
Deborah A. Edgerly
Agency Administrator

Approved as to form:

DATED: 6/15/06

By: John A. Russo
John A. Russo
Agency Counsel

The City of Oakland, a municipal corporation,
acting by and through its Board of Port Commissioners

Dated: 6/15/06

Jerry A. Briffe
Executive Director

Approved as to form and
legality this 15th day of June, 2006

Thomas D. Clark
Asst Port Attorney THOMAS D. CLARK

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

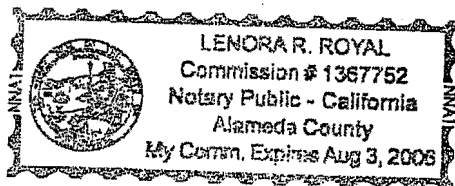
State of CALIFORNIA

County of Alameda

On JUNE 15, 2006 before me, LENORA R. ROYAL, Notary Public

personally appeared Deborah A. Edgerly

☒ personally known to me – OR – ☐ 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.



WITNESS my hand and official seal.

Lenora R. Royal
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: TITLE SETTLEMENT AND EXCHANGE AGREEMENT

Document Date: _____ Number of Pages: _____

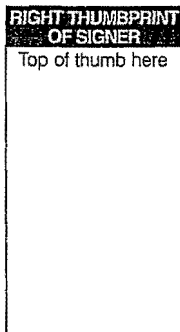
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

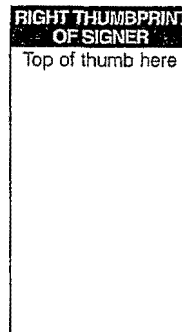
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: LENORA R. ROYAL

COMMISSION NUMBER: 1367752

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: ALAMEDA

MY COMMISSION EXPIRES: AUGUST 3, 2006

SIGNATURE OF DECLARANT: Paul C Donahue

PRINT NAME OF DECLARANT: PAUL C. DONAHUE AGENT FOR FIRST
AMERICAN TITLE INSURANCE COMPANY

CITY AND STATE OF EXECUTION: CITY OF WALNUT CREEK, STATE OF
CALIFORNIA

DATE SIGNED: August 3, 2006

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ALAMEDA

SS.

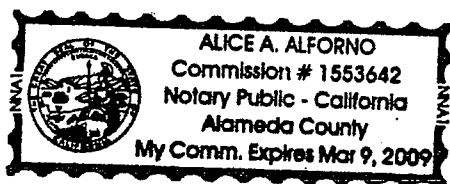
On June 15, 2006, before me, ALICE A. ALFORNO, a Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

JERRY A. BRIDGES

Name(s) of Signer(s)

☒ personally known to me



☐ 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Alice A. Alforno
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: OAKLAND Army Base Title Settlement and Exchange Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JERRY A. BRIDGES

☐ Individual

☒ Corporate Officer — Title(s) Executive Director

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: City of

Oakland, a municipal corporation, acting
by and through its Board of Port
Commissioners

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

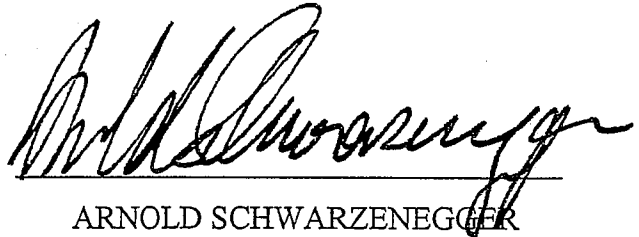
☐ Guardian or Conservator

☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

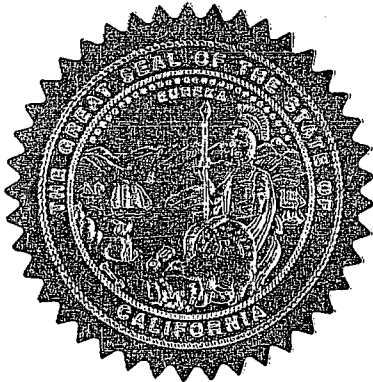
Signer Is Representing: _____

IN APPROVAL WHEREOF, I, ARNOLD
SCHWARZENEGGER, Governor of the
State of California, have set my hand and
caused the Seal of the State of California to
be hereunto affixed pursuant to section 6107
of the Public Resources Code of the State of
California. Given under my hand at the City
of Sacramento this, the 30th day of
June, in the year of our Lord two
thousand and six.



ARNOLD SCHWARZENEGGER

Governor



Attest:

SECRETARY OF STATE

By: 

BRUCE MCPHERSON

Secretary of State

LIST OF EXHIBITS

- EXHIBIT A:** Legal Description of Public Trust Parcels (Parcels E-H)
- EXHIBIT B:** Legal Description of Trust Termination Parcels (Parcels A-D)
- EXHIBIT C:** Illustrative Plat of OARB Redevelopment Property, Public Trust Parcels, Trust Termination Parcels, and Adjacent Parcels.
- EXHIBIT D:** Form of Quitclaim Deed from Port to State of Parcels F and H
- EXHIBIT E:** Form of Quitclaim Deed from OBRA to State of Parcels E and G
- EXHIBIT F:** Form of Patent from State to Port of Parcels F, G and H
- EXHIBIT G:** Form of Patent from State to ORA of Parcel E
- EXHIBIT H:** Form of Quitclaim Deed from OBRA to State of Parcel B
- EXHIBIT I:** Form of Quitclaim Deed from Port to State of Parcel C
- EXHIBIT J:** Form of Patent and Trust Termination from State to ORA of Parcels B and C
- EXHIBIT K:** Form of Patent and Trust Termination from State to ORA of Parcel A
- EXHIBIT L:** Form of Patent and Trust Termination from State to ORA of Parcel D
- EXHIBIT M:** Form of State's Certificate of Acceptance of Public Trust Parcels
- EXHIBIT N:** Form of State's Certificate of Acceptance of Trust Termination Parcels
- EXHIBIT O:** Form of Oakland Parties' Certificate of Acceptance of Public Trust Parcels
- EXHIBIT P:** Form of Oakland Parties' Certificate of Acceptance of Trust Termination Parcels
- EXHIBIT Q:** Form of Quitclaim Deed from Oakland Parties to State of Parcel A
- EXHIBIT R:** Form of Quitclaim Deed from Oakland Parties to State of Parcel D

Exhibit A
Oakland Army Base
Title Settlement and Exchange Agreement
Legal Description – Parcel E

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

A portion of Parcel 1 as described in that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel, County of Alameda, California, recorded August 8, 2003 as Doc. No. 2003466370 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2003466370), being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded June 15, 1999 as Doc. No. 99222447 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East 3829.19 feet to the eastern most corner of Parcel 4 as described in that certain Quitclaim Deed for Berth 21 Submerged/Upland Property recorded August 8, 2003 as Doc. No. 2003466373 in the Office of the Recorder of said County of Alameda (hereinafter referred to as Doc. 2003466373);

Thence departing from said Agreed Low Tide Line of 1852 (1837 Deeds 84), northwesterly along the northeastern boundary of said Parcel 4, its northwesterly extension, and the northeastern boundary Parcel 3 described in said Quitclaim Deed (Doc. 2003466373), North 48°48'07" West 1962.29 feet to the **POINT OF BEGINNING** of the Parcel herein described;

Thence continuing along the said northeastern boundary of Parcel 3 (Doc. 2003466373), and the generally northern boundary of said Parcel 3 (Doc. 2003466373) the following two courses:

- 1) North 48°48'07" West 334.21 feet;
- 2) Thence South 81°26'43" West 354.67 feet to the eastern most corner of Parcel 8 as described in that certain Quitclaim Deed for West Maritime Submerged Property recorded August 8, 2003 as Doc. No. 2003466374 in the Office of the Recorder of the said County of Alameda (hereinafter Referred to as Doc. 2003466374);

Thence departing from the said generally northern boundary of Parcel 3 (Doc. 2003466373), westerly and southerly along the northern and western boundaries of said Parcel 8 (Doc. 2003466374), the following three courses;

- 1) South 80°58'50" West, 241.56 feet;
- 2) Thence South 08°24'05" East, 40.51 feet;
- 3) Thence South 07°08'26" East, 42.27 feet to an angle point in the existing face of wharf located at the portion of the former Oakland Army Base known as Pier 8, being a point on the said generally northern boundary of Parcel 3 (Doc. 2003466373);

Thence departing from the said western boundary of said Parcel 8 (Doc. 2003466374), continuing in a generally westerly direction along the existing face of wharf of said Pier 8 and Pier 7, being the said generally northern boundary of Parcel 3 (Doc. 2003466373) the following six courses:

- 1) South 81°35'04" West, 751.30 feet to an angle point in said face of wharf;
- 2) Thence South 74°45'15" West, 80.05 feet to an angle point in said face of wharf;
- 3) Thence South 61°28'19" West, 85.21 feet to an angle point in said face of wharf;
- 4) Thence South 48°06'56" West, 79.89 feet to an angle point in said face of wharf;
- 5) Thence South 41°20'07" West, 1332.88 feet to an angle point in said face of wharf;
- 6) Thence North 48°42'09" West, 259.68 feet to an angle point in said face of wharf, said angle point being an angle point in the westerly boundary of said Parcel 1 (Doc. 2003466370);

Thence departing from the said generally northern boundary of Parcel 3 (Doc. 2003466373), continuing along the said face of wharf of Pier 7, said face of wharf being the said western boundary of Parcel 1 (Doc. 2003466370), the following two courses:

- 1) North 41°16'18" East, 124.89 feet to an angle point in said face of wharf;

2) North 48°38'16" West, 249.42 feet to a point in the existing westerly perimeter fence line of said Pier 7;

Thence northerly along the said western perimeter fence line of Pier 7, said perimeter fence being the said western boundary of Parcel 1 (Doc. 2003466370), North 20°41'10" West, 212.85 feet;

Thence departing from the said western perimeter fence line of Pier 7, said perimeter fence being the said western boundary of Parcel 1 (Doc. 2003466370); South 48°40'48" East 552.26 feet;

Thence North 41°23'42" East 1098.60 feet;

Thence North 08°23'15" West 210.89 feet to a point on the southern boundary of Parcel "S" as described in that certain Indenture and Conveyance by and between the State of California acting by and through it's Department of Public Works and the California Toll Bridge Authority, and City of Oakland, acting by and through it's Board of Port Commissioners, recorded on February 17, 1942 in Book 4186 of Official Records, at Page 156 in the Office of the Recorder of Alameda County (hereinafter referred to as 4186 O.R. 156);

Thence along the southern boundary of said Parcel "S" (4186 O.R. 156), North 81°36'26" East 2132.80 feet;

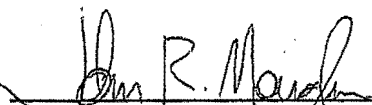
Thence departing from the said southern boundary of Parcel "S" (4186 O.R. 156), South 08°55'17" East 191.86 feet;

Thence South 41°08'50" West 319.69 feet to the **POINT OF BEGINNING**, containing 728,996 square feet (16.735 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in May 2006.

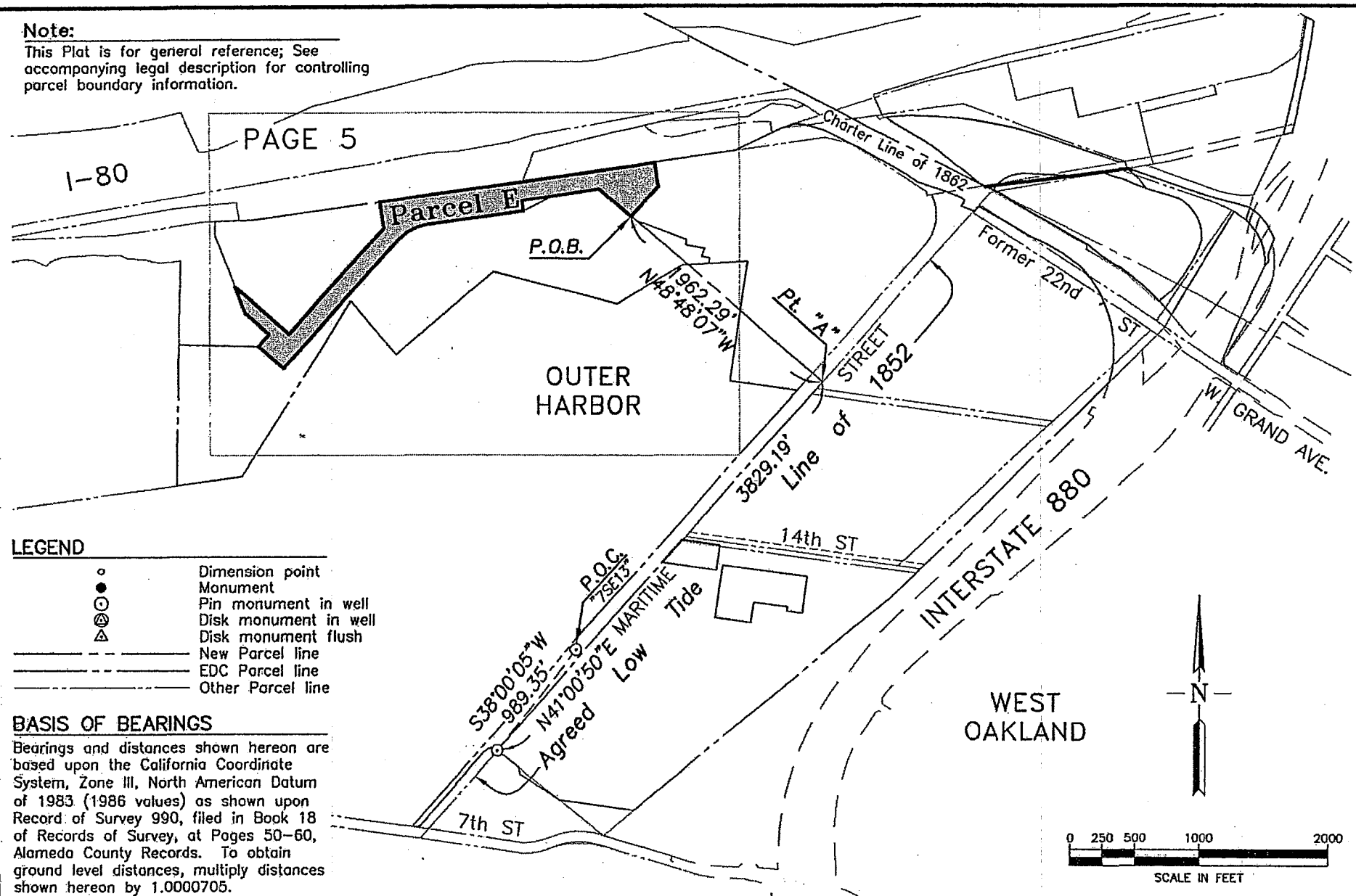

John R. Monaghan, LS 6122
License Expires: 03/31/08

5/14/06
Date



Note:

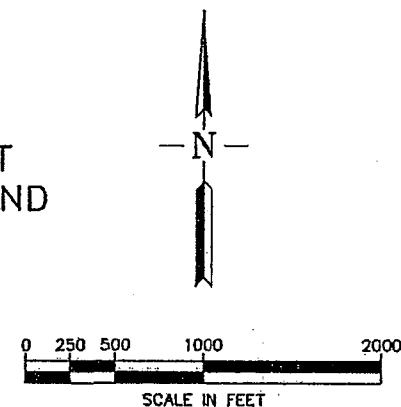
This Plat is for general reference; See accompanying legal description for controlling parcel boundary information.

**LEGEND**

- Dimension point
- Monument
- ⊙ Pin monument in well
- ⊙ Disk monument in well
- ⊙ Disk monument flush
- New Parcel line
- EDC Parcel line
- Other Parcel line

BASIS OF BEARINGS

Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT A OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL E

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 01/06/2006	Revision: 1
PAGE 4 OF 5	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC: > Exhibit A - Parcel E - Rev 1.dwg	

INTERSTATE 80

PORT OF OAKLAND
PARCEL 1
DOC. 79-034788

STATE OF CALIFORNIA
PARCEL S
4186 O.R. 156

PORT OF OAKLAND
PARCEL 2
DOC. 79-034788

OAKLAND BASE REUSE AUTHORITY
PARCEL 1
P.O.B. DOC. 2003466370

PORT OF OAKLAND
PARCEL 7
DOC. 2003466374

OAKLAND BASE REUSE AUTHORITY
PARCEL 1
DOC. 2003466370

PORT OF OAKLAND
PARCEL 3
DOC. 2003466373

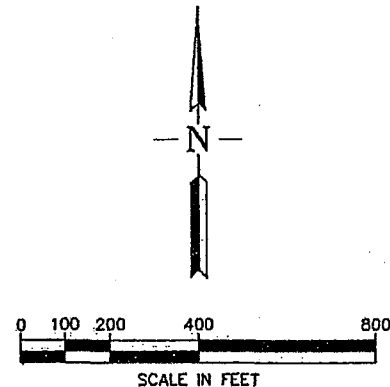
CITY OF OAKLAND
STAT. 1911, CH. 657

Parcel E
728,996 Sq. Ft.
(16.735 Ac.)
MEASURED IN
GROUND DISTANCES

LINE	BEARING	DISTANCE
L1	S80°58'50"W	241.58'
L2	S08°24'05"E	40.51'
L3	S07°08'26"E	42.27'
L4	S74°45'15"W	80.05'
L5	S61°28'19"W	85.21'
L6	S48°06'56"W	79.89'
L7	N48°42'09"W	259.68'
L8	N41°16'18"E	124.89'
L9	N48°38'16"W	249.42'
L10	N20°41'10"W	212.85'
L11	S48°40'48"E	552.26'
L12	N08°23'15"W	210.89'
L13	S08°55'17"E	191.86'
L14	S41°08'50"W	319.69'

Note:

This Plat is for general reference; See accompanying legal description for controlling parcel boundary information.



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT A

OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL E

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 01/06/2006	Revision: 1
PAGE 5 OF 5	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC: > Exhibit A - Parcel E - Rev 1.dwg	

Exhibit A
Oakland Army Base
Title Settlement and Exchange Agreement
Legal Description – Parcel F

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

All of Parcels 3 and 4 as described in that certain Quitclaim Deed for Berth 21 Submerged/Upland Property recorded August 8, 2003 as Doc. No. 2003466373 in the Office of the Recorder of said County of Alameda (hereinafter referred to as Doc. 2003466373), being more particularly described as follows:

Parcel F-1

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence northeasterly along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to a point hereinafter referred to as Point "A";

Thence departing from the said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 48°48'07" West, 1380.09 feet to a point on the generally southerly line of Parcel 1, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said The said County of

Alameda (hereinafter referred to as Reel: 32, Image:660), said point being the **POINT OF BEGINNING** of Parcel 3 as described in said Quitclaim Deed (Doc. 2003466373);

Thence westerly along said generally southerly line of said Parcel 1, Tract 14 (Reel: 32, Image: 660) the following seven courses:

- 1) South 86°48'30" West, 38.65 feet;
- 2) South 59°33'40" West, 589.58 feet;
- 3) North 75°26'49" West, 983.14 feet;
- 4) South 49°35'36" West, 978.73 feet;
- 5) North 40°23'33" West, 539.98 feet to Pierhead Point No. 44, as said pierhead point is shown on Sheet No. 5 of that certain map in 8 sheets entitled "Harbor Lines, San Francisco Bay, California, Oakland-Alameda", prepared by U.S. Engineer Office, San Francisco, California, dated September 19, 1940, and approved March 31, 1941, by the Secretary of War;
- 6) from said Pierhead Point No. 44 and running along the pierhead line as shown on the above mentioned maps, South 31°07'59" West, 1610.00 feet to Pierhead Point No. 43;
- 7) South 82°10'52" West, 510.13 feet to a point on said generally southerly line, from which the southwest corner of said Parcel 1, Tract 14 (Reel: 32, Image:660) bears South 82°10'52" West 3279.06 feet, said point being the southeastern corner of that portion of Parcel 1 of Tract 14 that is alleged to have been transferred to the General Services Agency by the Army in an unrecorded form entitled "Real Property Acquisition Advice" dated March 28, 1983 and which alleges to describe the "underwater portion of Tract A-114 comprising the westward 138 acres+/-" (hereinafter referred to as the GSA Parcel);

Thence departing from said generally southerly line of said Parcel 1, Tract 14 (Reel: 32, Image: 660), along a line that is parallel with the western line of said Parcel 1, Tract 14 (Reel: 32, Image: 660), being the eastern line of the GSA Parcel, North 01°07'59" East, 1113.29 feet;

Thence departing from said parallel line at right angles, South 88°52'01" East, 611.72 feet to an angle point in the existing face of wharf located at the portion of the Oakland Army Base formerly known as Pier 7;

Thence easterly and northeasterly along said face of wharf of Piers 7 and 8, the following six courses:

- 1) South 48°42'09" East, 259.68 feet to an angle point in said face of wharf;

- 2) North 41°20'07" East, 1332.88 feet to an angle point in said face of wharf;
- 3) North 48°06'56" East, 79.89 feet to an angle point in said face of wharf;
- 4) North 61°28'19" East, 85.21 feet to an angle point in said face of wharf;
- 5) North 74°45'15" East, 80.05 feet to an angle point in said face of wharf;
- 6) North 81°35'04" East, 751.30 feet to an angle point in said face of wharf;

Thence departing from said face of wharf, North 62°12'05" East, 257.07 feet;

Thence North 81°26'43" East, 354.67 feet to a point on a line that bears North 48°48'07" West from the hereinabove described Point "A";

Thence along said line South 48°48'07" East, 916.41 feet to the **POINT OF BEGINNING**, containing 2,409,018 square feet (55.303 acres), more or less, measured in ground distances, of which 237,479 square feet (5.451 acres), more or less, is comprised of wharf structures and uplands, and 2,171,539 square feet (49.852 acres), more or less, is comprised of submerged lands, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Parcel F-2

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map and being the **POINT OF BEGINNING** of Parcel 4 as described in said Quitclaim Deed (Doc. 2003466373);

Thence departing from said Agreed Low Tide Line of 1852 (1837 Deeds 84), along the northeast, north and generally northwestern lines of said Parcel Seven (Doc. 99222447), the following eight courses:

- 1) North 51°26'28" West, 40.85 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 137.91 feet and a central angle of 36°35'48", from which the radius point bears South 12°23'22" East;
- 2) along said curve to the left, an arc distance of 88.09 feet;
- 3) South 41°00'50" West, 320.04 feet;
- 4) South 48°54'49" East, 5.00 feet;
- 5) South 41°00'50" West, 423.59 feet;
- 6) North 81°57'10" West, 8.34 feet;
- 7) South 41°00'50" West, 10.00 feet;
- 8) South 48°59'10" East, 12.14 feet to a point on the northern line of Seventh Street as described in City of Oakland Ordinance No. 481 N.S., finally passed by the Council of the City of Oakland on June 17, 1913;

Thence westerly along said northern line of Seventh Street, North 81°57'10" West, 54.98 feet to the southwest corner of Parcel 2, Tract 14 as described in Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said The said County of Alameda (hereinafter referred to as Reel: 32, Image:660);

Thence departing from the said northern line of Seventh Street, along the northwest line of said Parcel 2, Tract 14 (Reel: 32, Image: 660) also being the northwest line of Maritime Street, North 41°00'50" East, 4524.40 feet to the southerly most corner of Parcel 1, Tract 14 (Reel: 32, Image: 660);

Thence departing from the said northwest line of said Parcel 2, Tract 14 (Reel: 32, Image: 660), along the generally southerly line of said Parcel 1, Tract 14 (Reel: 32, Image: 660) the following two courses:

- 1) North 81°56'51" West, 519.29 feet;

2) North 08°03'07" East, 550.74 feet to a point on a line that bears North 48°48'07" West from the hereinabove described Point "A", said Point "A" bearing North 41°00'50" East, 3829.19 feet from the **POINT OF BEGINNING**;

Thence South 48°48'07" East, 839.34 feet to a point on said said Agreed Low Tide Line of 1852 (1837 Deeds 84), said point being the hereinabove described Point "A";

Thence southwesterly along said Agreed Low Tide Line of 1852 (1837 Deeds 84), South 41°00'50" West, 1642.10 feet to its intersection with the northern line of the "Parcel Encompassing Building 762" as described in that certain unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated September 3, 1997 (herein after referred to as the Building 762 Parcel);

Thence departing from the said Agreed Low Tide Line of 1852 (1837 Deeds 84), along the northern, western and southerly lines of said Building 762 Parcel the following three courses:

- 1) North 82°00'39" West, 6.24 feet;
- 2) South 41°02'39" West, 238.78 feet to an angle point marked by a rebar and cap stamped "LS 5671";
- 3) South 81°54'53" East, 6.38 feet to a point on the said Agreed Low Tide Line of 1852 (1837 Deeds 84);

Thence southerly along said Agreed Low Tide Line of 1852 (1837 Deeds 84), South 41°00'50" West, 1633.72 feet to a point on the eastern line of the roadway easement connecting Seventh Street with Maritime Street described in the document recorded on July 5, 1979 as Doc. No. 79130905 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 79130905), being a point on the beginning of a curve concave easterly, having a radius of 297.98 feet and a central angle of 55°24'48";

Thence along said eastern line of said roadway easement (Doc. 79130905) the following three courses:

- 1) along said curve to the left, an arc distance of 288.19 feet;
- 2) South 14°23'58" East, 88.56 feet;
- 3) South 00°04'41" West, 13.30 feet to an angle point in the northern line of Parcel Six of said Quitclaim Deed (Doc. 99222447);

Thence along said northern line of said Parcel Six (Doc. 99222447), North 51°26'30" West, 210.65 feet to the **POINT OF BEGINNING**, containing 659,842

square feet (15.148 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

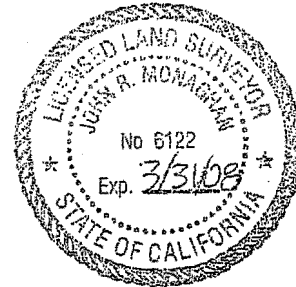
Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

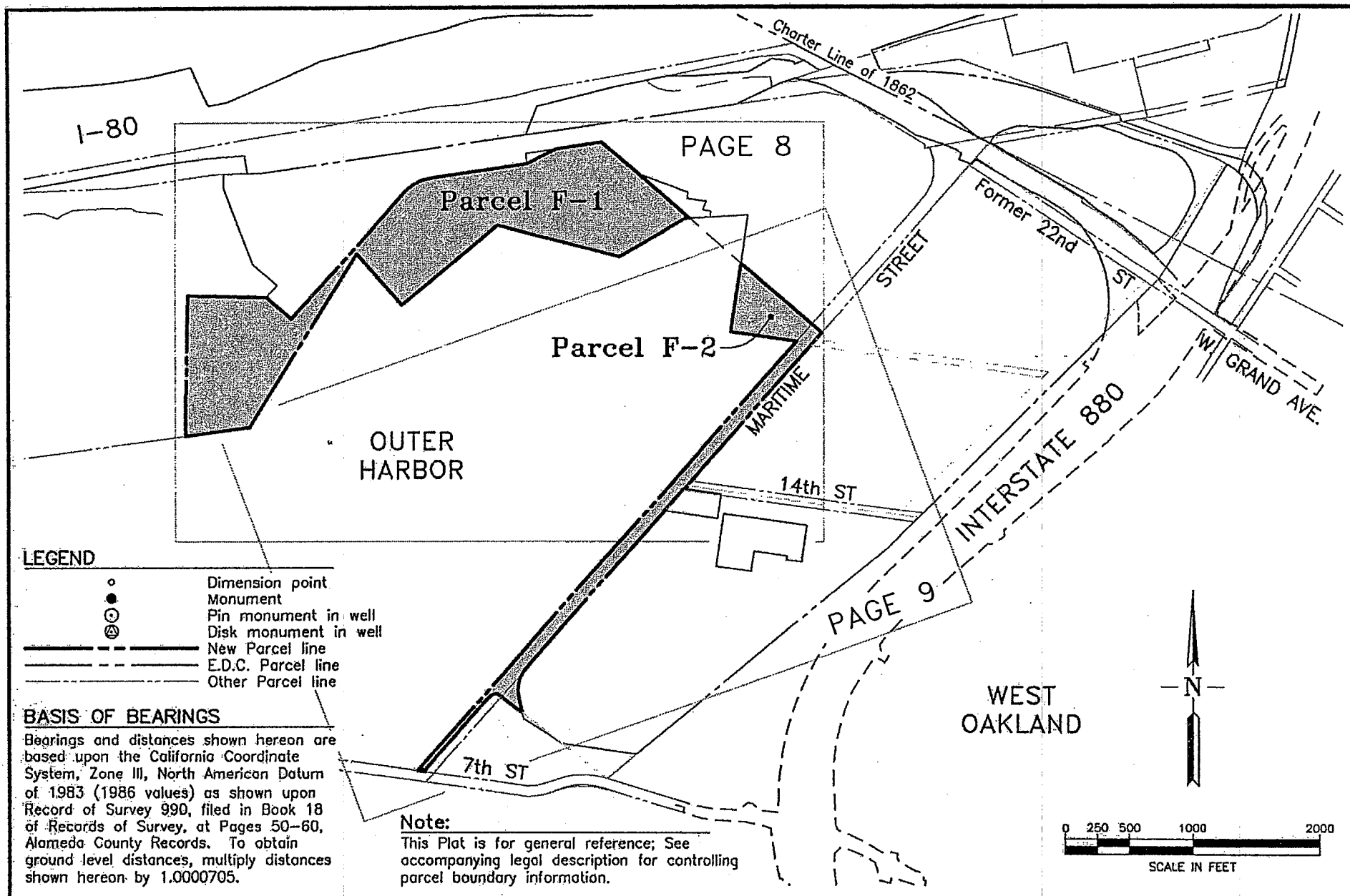
End of Description

This description and its accompanying plat were prepared by me, or under my direction, in May 2006.


John R. Monaghan, LS 6122
License Expires: 03/31/08

5/14/06
Date





PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT "A"

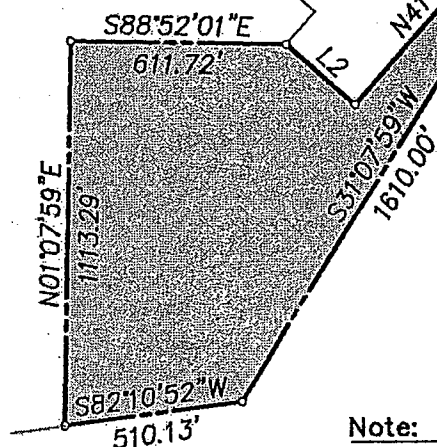
OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL F

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 12/15/05	Revision: 1
PAGE 7 OF 9	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC.: Exhibit A - Parcel F - Rev 1.dwg	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°48'30"W	38.65'
L2	S48°42'09"E	259.68'
L3	N48°06'56"E	79.89'
L4	N61°28'19"E	85.21'
L5	N74°45'15"E	80.05'
L6	N62°12'05"E	257.07'
L7	N81°26'43"E	354.67'

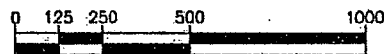
U.S.A.
TRACT 14
PARCEL 1
RE:32 IM:660



Note:

This Plat is for general reference; See accompanying legal description for controlling parcel boundary information.

PARCEL F-1 AREA BREAK-DOWN		
DESCRIPTION	SQUARE FEET	ACRES
WHARF STRUCTURES AND UPLANDS	237,479	5.451
SUBMERGED LANDS	2,171,539	49.852
TOTAL	2,409,018	55.303



SCALE IN FEET

NOTE: ALL AREAS SHOWN HEREON ARE MEASURED IN GROUND DISTANCES.

PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT "A"
OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL F

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PAGE 8 OF 9	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC.: Exhibit A - Parcel F - Rev 1.dwg	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N51°26'28"W	40.85'
L2	S41°00'50"W	320.04'
L3	S48°54'49"E	5.00'
L4	S41°00'50"W	423.59'
L5	N81°57'10"W	8.34'
L6	S41°00'50"W	10.00'
L7	S48°59'10"E	12.14'

LINE TABLE		
LINE	BEARING	DISTANCE
L8	N81°57'10"W	54.98'
L9	N82°00'39"W	6.24'
L10	S41°02'39"W	238.78'
L11	S81°54'53"E	6.38'
L12	S14°23'58"E	88.56'
L13	S00°04'41"W	13.30'
L14	N51°26'30"W	210.65'

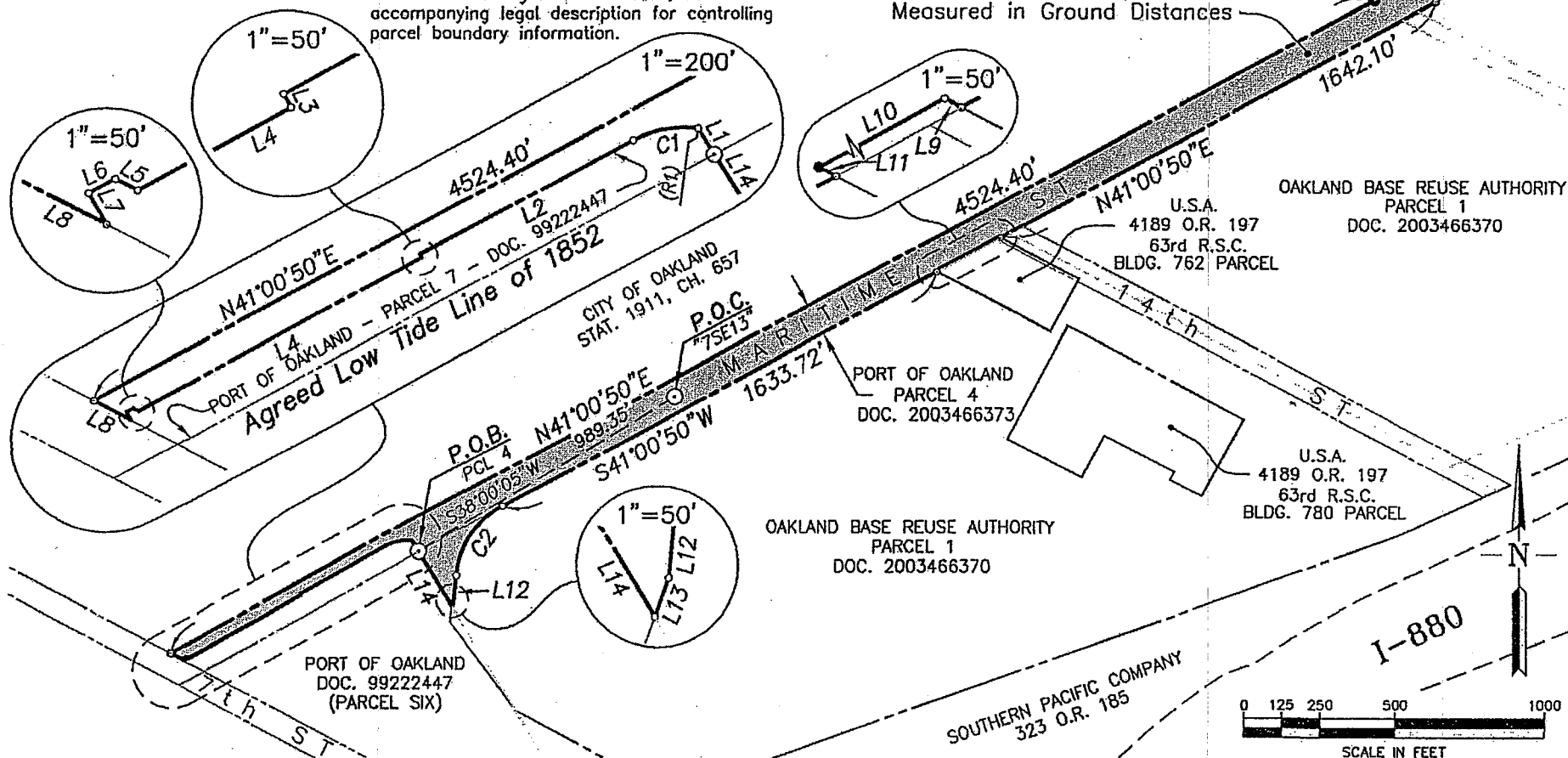
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	36°35'48"	137.91'	88.09'
C2	55°24'48"	297.98'	288.19'

RADIAL TABLE	
RADIAL	BEARING
R1	S12°23'22"E

Note:

This Plot is for general reference; See accompanying legal description for controlling parcel boundary information.

Parcel F-2
659,842 Sq. Ft.
(15.148 Ac.)
Measured in Ground Distances



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT "A"
OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL F

DRAWN BY: JRM	Field Bk:
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DATE: 12/15/05	Revision: 1
PAGE 9 OF 9	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC.: Exhibit A - Parcel F - Rev 1.dwg	

Exhibit A
Oakland Army Base
Title Settlement and Exchange Agreement
Legal Description – Parcel G

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

A portion of Parcel 1 as described in that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel, County of Alameda, California, recorded August 8, 2003 as Doc. No. 2003466370 in the Office of the Recorder of the said County of Alameda, being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence along the northern line of said Parcel Six (Doc. 99222447) South 51°26'30" East, 210.65 feet to the eastern line of the roadway easement connecting Seventh Street with Maritime Street described in the document recorded on July 5, 1979 as Doc. No. 79130905 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 79130905), being the **POINT OF BEGINNING** of Parcel 5 as herein described;

Thence northerly along said eastern line of said roadway easement (Doc. 79130905) the following three courses:

- 1) North 00°04'41" East, 13.30 feet;

2) North $14^{\circ}23'58''$ West, 88.56 feet to the beginning of a curve, concave easterly and tangent to the preceding course, having a radius of 297.98 feet, and a central angle of $55^{\circ}24'48''$;

3) along the arc of said curve to the right, for an arc distance of 288.19 feet to a point on the said Agreed Low Tide Line of 1852 (1837 Deeds 84);

Thence northerly along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North $41^{\circ}00'50''$ East, 1633.72 feet to its intersection with the southern line of the "Parcel Encompassing Building 762" as described in that certain unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd RSC, dated September 3, 1997 (herein after referred to as the Building 762 Parcel);

Thence departing from the said Agreed Low Tide Line of 1852 (1837 Deeds 84), along the southern, eastern and northern lines of said Building 762 Parcel the following three courses:

1) South $81^{\circ}54'53''$ East, 424.30 feet to an angle point marked by a rebar and cap stamped "LS 5671";

2) North $07^{\circ}51'10''$ East, 200.86 feet to an angle point marked by a rebar and cap stamped "LS 5671";

3) North $82^{\circ}00'39''$ West, 293.72 feet to a point on said agreed upon location of the "Low Tide Line of 1852";

Thence northerly along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North $41^{\circ}00'50''$ East, 1642.10 feet to a point hereinafter referred to as Point "A";

Thence departing from said Agreed Low Tide Line of 1852 (1837 Deeds 84), South $48^{\circ}48'07''$ East, 534.07 feet;

Thence North $45^{\circ}53'06''$ East, 550.21 feet to the beginning of a curve, concave southeasterly and tangent to the preceding course, having a radius of 1739.00 feet and a central angle of $30^{\circ}14'40''$;

Thence along the arc of said curve to the right, for an arc distance of 917.96 feet;

Thence North $76^{\circ}07'45''$ East, 555.85 feet to the beginning of a curve, concave northerly and tangent to the preceding course, having a radius of 599.96 feet and a central angle of $3^{\circ}36'49''$;

Thence along the arc of said curve to the left, for an arc distance of 37.84 feet to the point of a cusp lying on the generally southwestern line of Parcel 56444 as described in that certain Quitclaim Deed (I-880 Connector Corridor) recorded on February 13, 2002

as Document No. 2002072863 of Official Records in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002072863), being the beginning of a non-tangent curve, concave westerly and whose center bears South 66°43'21" West, having a radius of 926.00 feet and a central angle of 17°33'44;

Thence along said curve to the right, for an arc distance of 283.84 feet;

Thence departing said generally southwestern line of Parcel 56444 (Doc. 2002072863), South 51°21'23" West, 313.04 feet;

Thence South 16°32'37" East, 23.54 feet;

Thence South 51°26'50" West, 148.59 feet to the beginning of a curve, concave southeasterly and tangent to the preceding course, having a radius of 2000.00 feet and a central angle of 14°59'03;

Thence along the arc of said curve to the left, for an arc distance of 523.05 feet;

Thence South 36°27'47" West, 905.70 feet to the beginning of a curve, concave northwesterly and tangent to the preceding course, having a radius of 573.00 feet and a central angle of 08°21'47";

Thence along the arc of said curve to the right, for an arc distance of 83.64 feet;

South 44°49'34" West, 669.58 feet;

South 48°15'09" West, 1451.92 feet;

South 41°53'34" West, 162.50 feet;

South 48°15'09" West, 317.35 feet;

South 50°22'40" West, 637.46 feet to the beginning of a curve, concave northerly and tangent to the preceding course, having a radius of 100.00 feet and a central angle of 47°40'40";

Thence along the arc of said curve to the right, for an arc distance of 83.21 feet to a point on the northern line of said Parcel Six described in said Quitclaim Deed (Doc. 99222447);

Thence, along the northern line of said Parcel Six (Doc. 99222447), the following five courses:

1) North 81°56'42" West, 500.09 feet;

2) North 56°26'26" West, 360.91 feet;

3) North 20°08'21" West, 15.45 feet;

4) North 14°24'00" West, 25.00 feet;

5) North 00°04'48" East, 10.68 feet to the **POINT OF BEGINNING**, containing 5,923,241 square feet (135.979 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

EXCEPTING THEREFROM that portion of the hereinabove described parcel of land commonly known and referred to as the "Building 780 Parcel" being more particularly described as follows:

A portion of that certain Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 4189 O.R. 197), being Parcel B as described in that unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd RSC, dated December 17, 1998 and being more particularly described as follows (hereinafter referred to as the Building 780 Parcel):

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Survey, at Pages 50-60, Official Records of the said County of Alameda;

Thence North 77°06'11" East 1106.11 feet to the western most corner of said Building 780 Parcel, said corner being marked by a bolt and washer stamped "LS 6379", being the **POINT OF BEGINNING** of Parcel 1A as herein described;

Thence along the northwest, northeast, southeast and generally southwestern lines of said Building 780 Parcel, the following eight courses:

1) North 08°06'06" East, 425.20 feet to the northern most corner of said parcel, said corner being marked by a concrete nail and shiner stamped "LS 6379";

2) South 81°58'14" East, 655.73 feet to the eastern most corner of said parcel;


- 3) South 08°01'46" West, 294.89 feet to the southeast corner of said parcel, said corner being marked by a pipe and plug stamped "LS 6379";
- 4) North 82°02'59" West, 117.67 feet to an angle point in said generally southwestern line, said angle point being marked by a pipe and plug stamped "LS 6379";
- 5) North 07°49'06" East, 31.76 feet to an angle point in said generally southwestern line, said angle point being marked by a pipe and plug stamped "LS 6379";
- 6) North 82°00'47" West, 261.81 feet to an angle point in said generally southwestern line;
- 7) South 07°59'16" West, 161.25 feet to an angle point in said generally southwestern line, said angle point being marked by a 2.5" brass disk and bolt stamped "LS 6379";
- 8) North 82°03'57" West, 276.78 feet to the **POINT OF BEGINNING**, containing 221,199 square feet (5.078 acres) more or less, measured in ground distances.

The net area for hereinabove described contains 5,702,042 square feet (130.901 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this Legal Description.

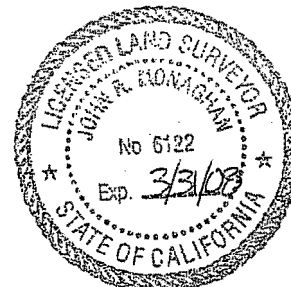
Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

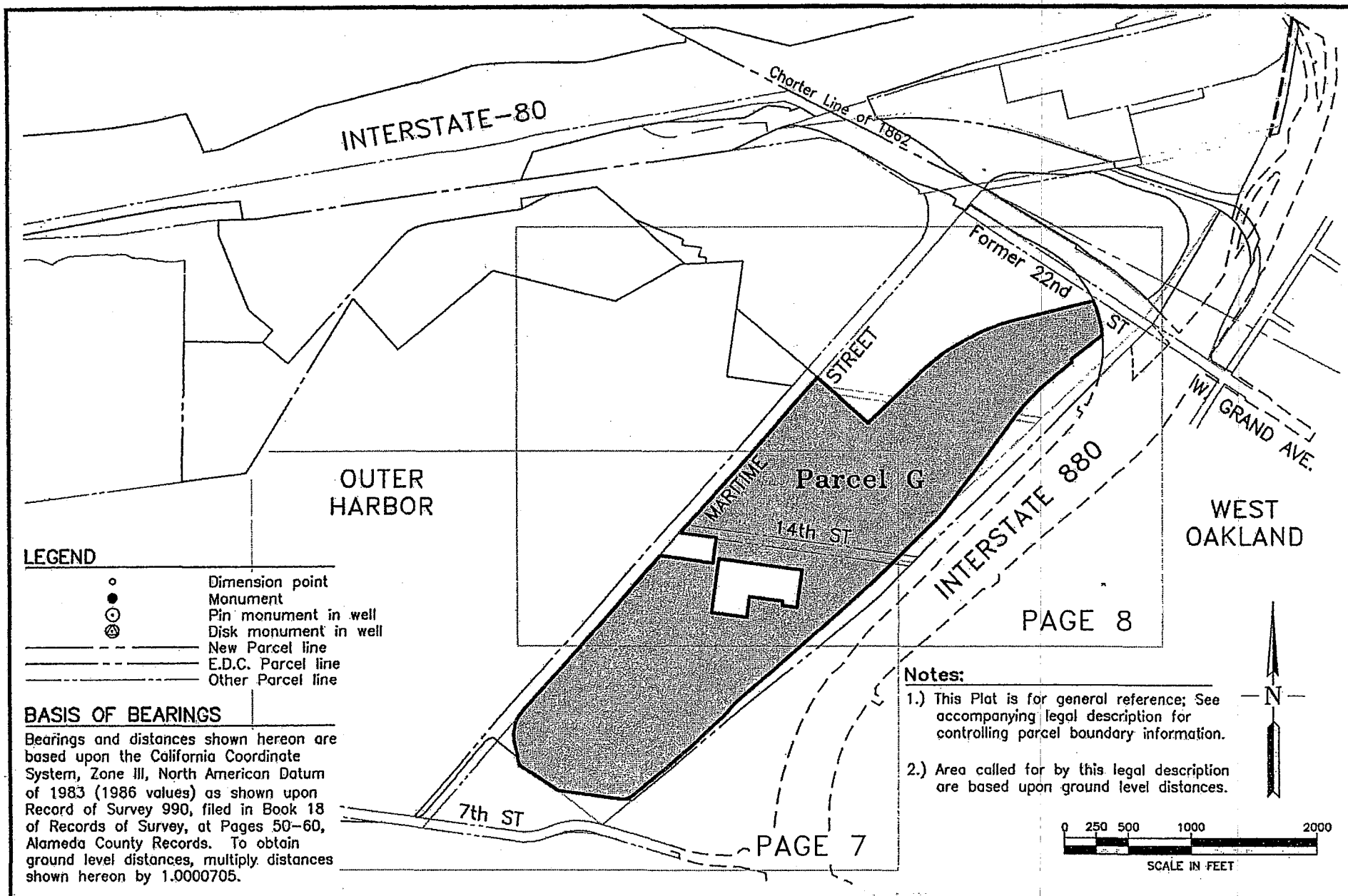
End of Description

This legal description and its accompanying plat were prepared by me, or under my direction, in May 2006.


John R. Monaghan, LS 6122
License Expires: 03/31/08

5/14/06
Date





PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT "A"

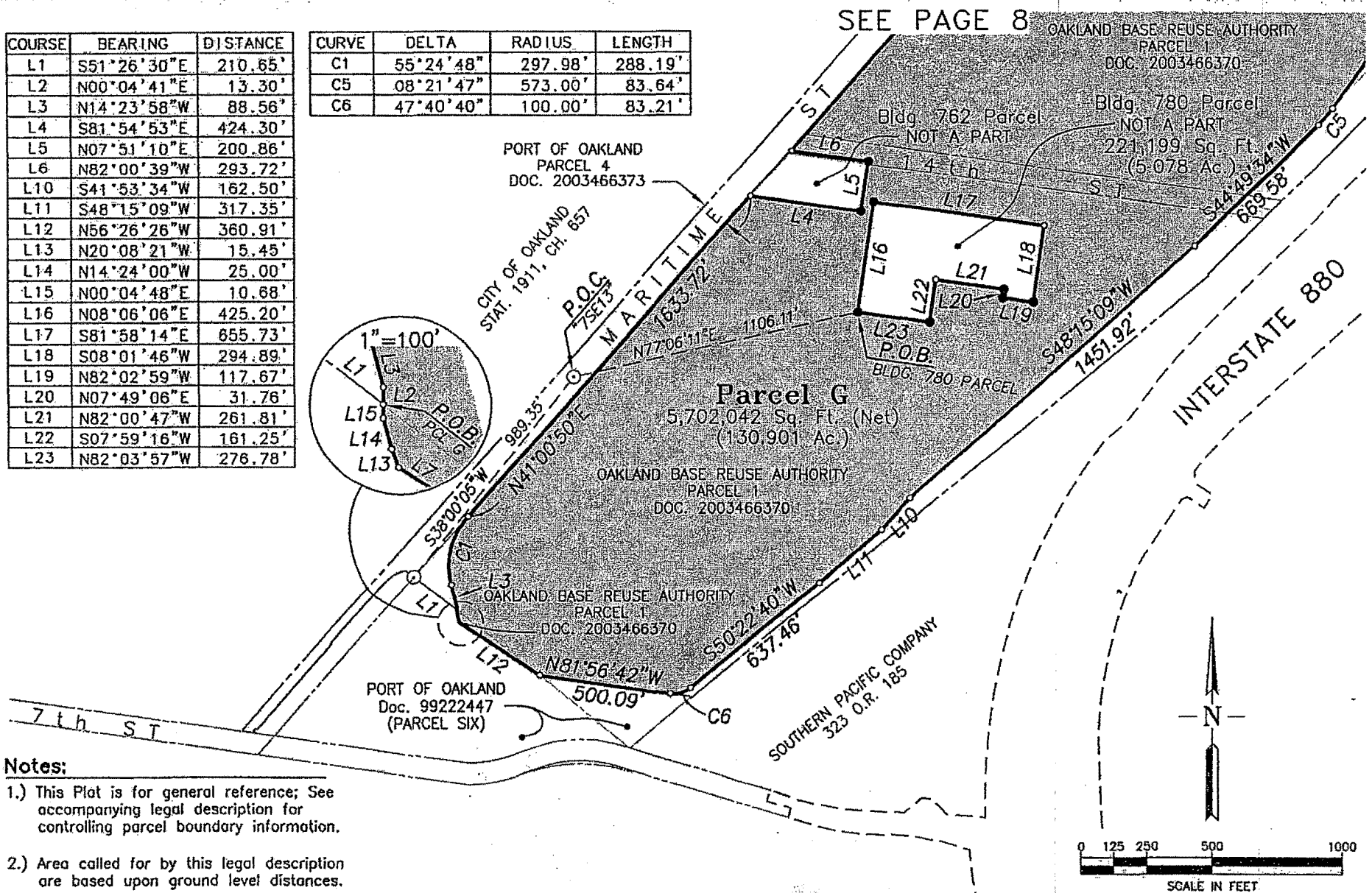
OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL G

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 12/15/05	Revision: 1
PAGE 6 OF 8	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC: > Exhibit A - Parcel G - Rev 1.dwg	

COURSE	BEARING	DISTANCE
L1	S51°26'30"E	210.65'
L2	N00°04'41"E	13.30'
L3	N14°23'58"W	88.56'
L4	S81°54'53"E	424.30'
L5	N07°51'10"E	200.86'
L6	N82°00'39"W	293.72'
L10	S41°53'34"W	162.50'
L11	S48°15'09"W	317.35'
L12	N56°26'26"W	360.91'
L13	N20°08'21"W	15.45'
L14	N14°24'00"W	25.00'
L15	N00°04'48"E	10.68'
L16	N08°06'06"E	425.20'
L17	S81°58'14"E	655.73'
L18	S08°01'46"W	294.89'
L19	N82°02'59"W	117.67'
L20	N07°49'06"E	31.76'
L21	N82°00'47"W	261.81'
L22	S07°59'16"W	161.25'
L23	N82°03'57"W	276.78'

CURVE	DELTA	RADIUS	LENGTH
C1	55°24'48"	297.98'	288.19'
C5	08°21'47"	573.00'	83.64'
C6	47°40'40"	100.00'	83.21'

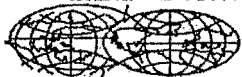


Notes:

- 1.) This Plat is for general reference; See accompanying legal description for controlling parcel boundary information.
- 2.) Area called for by this legal description are based upon ground level distances.

PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT "A"

OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL G

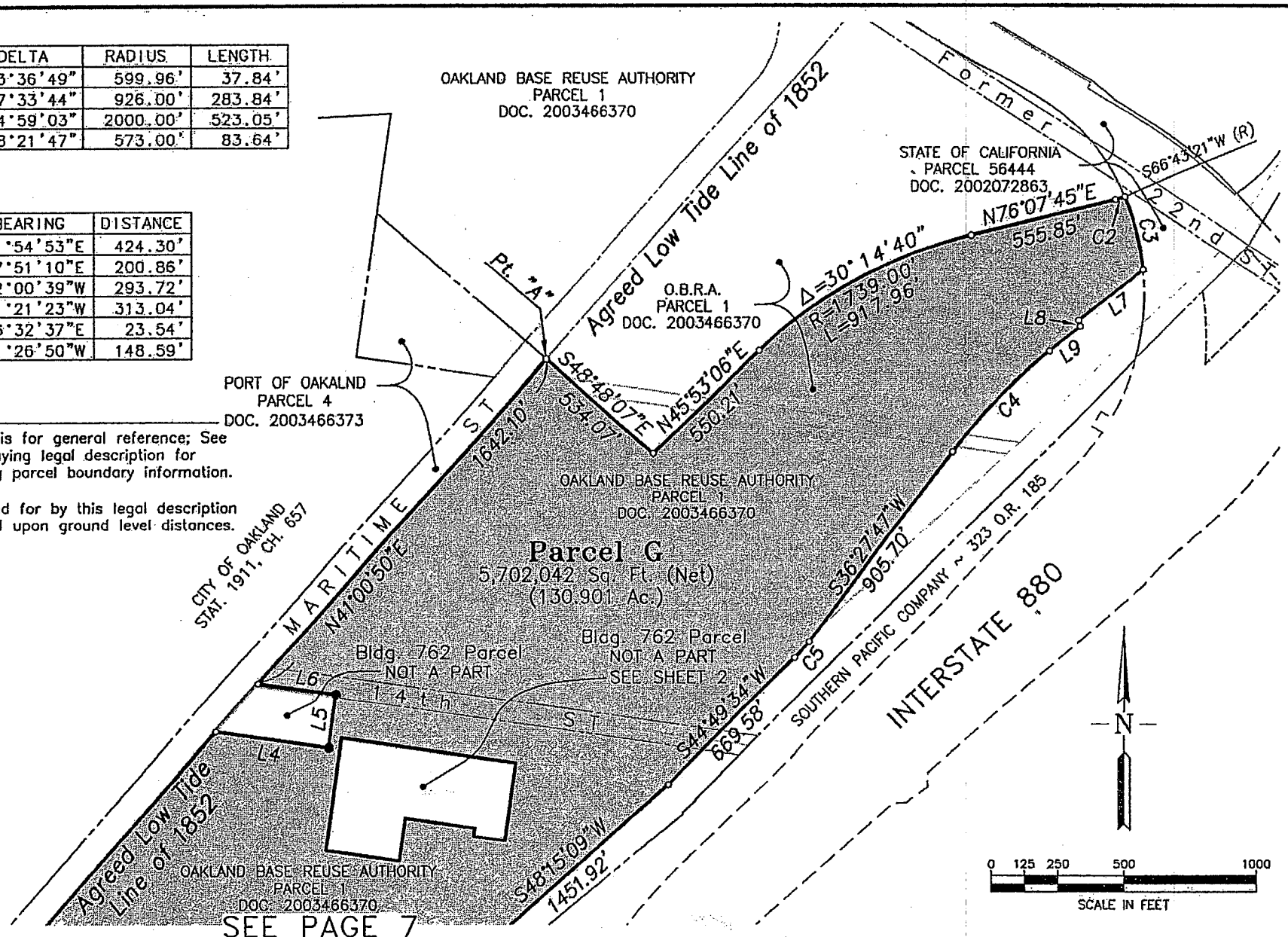
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PAGE 7 OF 8	Rev. date: 5/6/06
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CURVE	DELTA	RADIUS	LENGTH
C2	3°36'49"	599.96'	37.84'
C3	17°33'44"	926.00'	283.84'
C4	14°59'03"	2000.00'	523.05'
C5	08°21'47"	573.00'	83.64'

COURSE	BEARING	DISTANCE
L4	S81°54'53"E	424.30'
L5	N07°51'10"E	200.86'
L6	N82°00'39"W	293.72'
L7	S51°21'23"W	313.04'
L8	S16°32'37"E	23.54'
L9	S51°26'50"W	148.59'

Notes:

- 1.) This Plat is for general reference; See accompanying legal description for controlling parcel boundary information.
- 2.) Area called for by this legal description are based upon ground level distances.



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT "A"
OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
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FILE LOC. > Exhibit A - Parcel G - Rev 1.dwg	

Exhibit A
Oakland Army Base
Title Settlement and Exchange Agreement
Legal Description - Parcel H

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

All of Parcel 8 as described in that certain Quitclaim Deed for West Maritime Submerged Property recorded August 8, 2003 as Doc. No. 2003466374 in the Office of the Recorder of the said County of Alameda (hereinafter Referred to as Doc. 2003466374), being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence northeasterly along said agreed upon location of the "Low Tide Line of 1852" (1837 Deeds 84) North 41°00'50" East, 3829.19 feet to a point hereinafter referred to as Point "A";

Thence departing from the said agreed upon location of the "Low Tide Line of 1852" (1837 Deeds 84), North 48°48'07" West, 2296.50;

Thence South 81°26'43" West, 354.67 feet to the **POINT OF BEGINNING** of Parcel 8 as described in said Quitclaim Deed (Doc. 2003466374);

Thence South 62°12'05" West, 257.07 feet to an angle point on the existing face of wharf located at the portion of the Oakland Army Base formerly known as Pier 8;

Thence North 07°08'26" West, 42.27 feet;


Thence North 08°24'05" West, 40.51 feet;

Thence North 80°58'50" East, 241.56 feet to the **POINT OF BEGINNING**, containing 9,977 square feet (0.229 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this Legal Description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Records of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

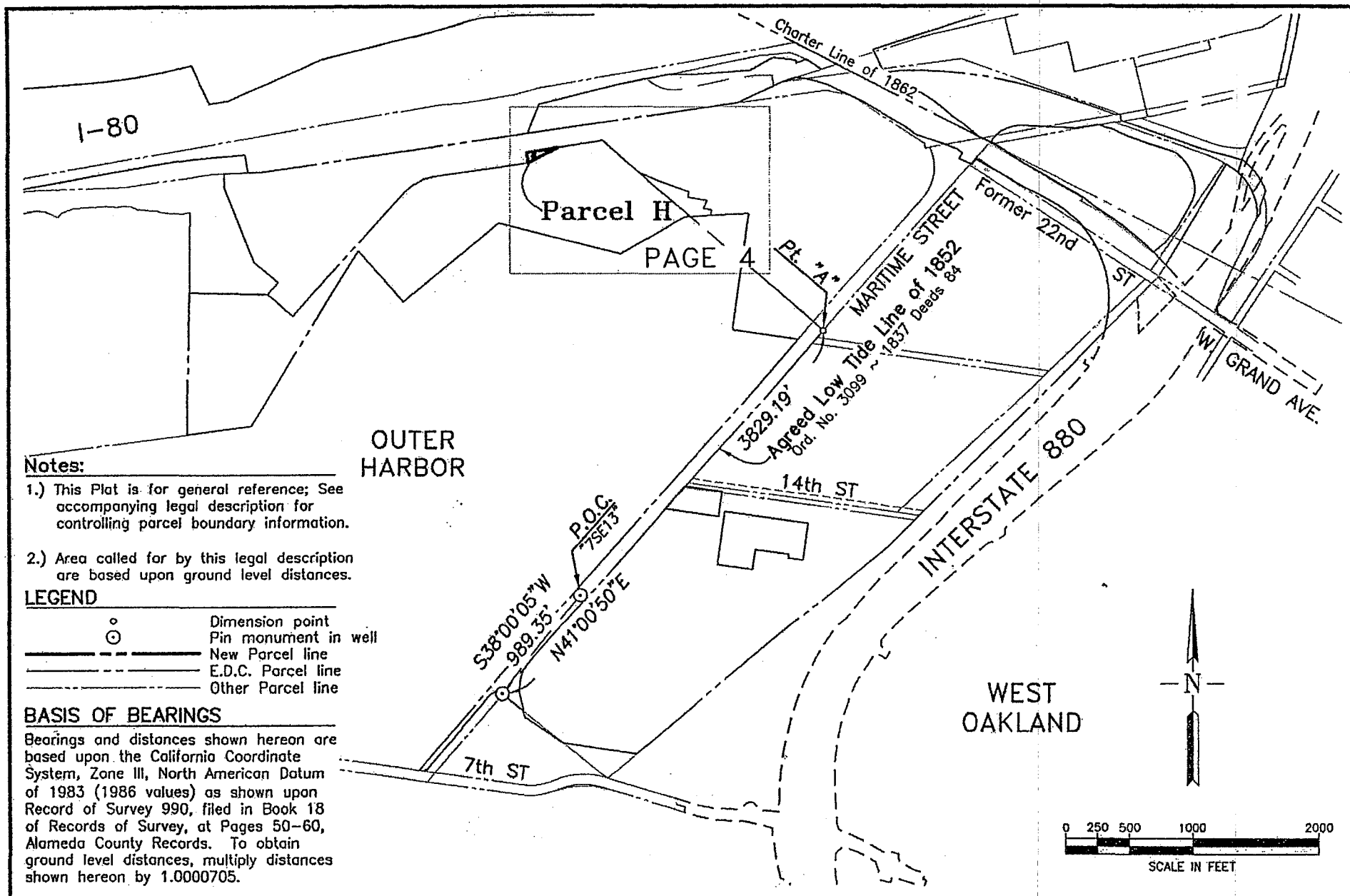
End of Description

This description and its accompanying plat were prepared by me, or under my direction, in May 2006.


John R. Monaghan, LS 6122
License Expires: 03/31/08

5/14/06
Date





Notes:

- 1.) This Plat is for general reference; See accompanying legal description for controlling parcel boundary information.
- 2.) Area called for by this legal description are based upon ground level distances.

LEGEND

	Dimension point
	Pin monument in well
	New Parcel line
	E.D.C. Parcel line
	Other Parcel line

BASIS OF BEARINGS

Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.

PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California

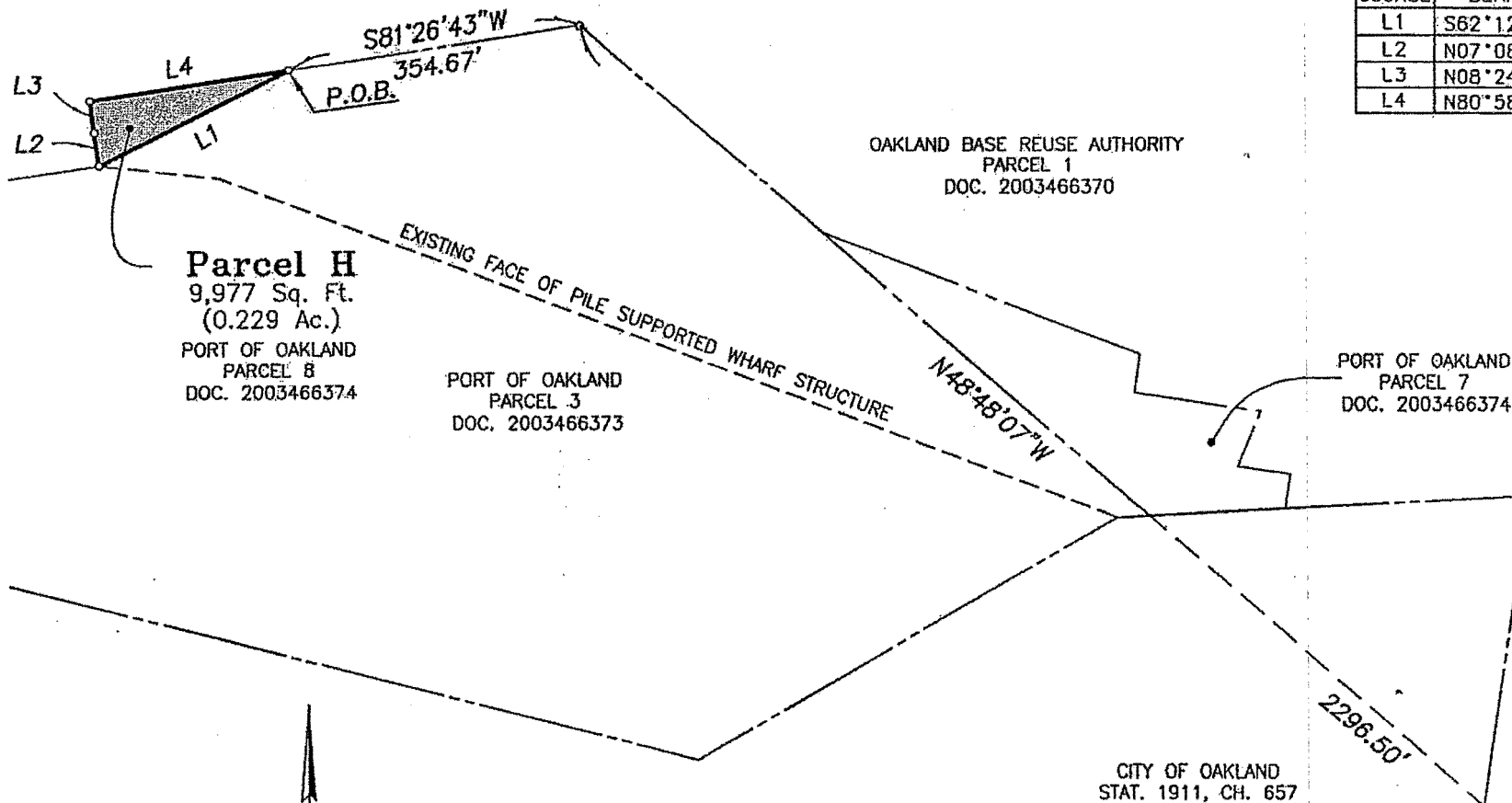


EXHIBIT "A" OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION -PARCEL H

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COURSE	BEARING	DISTANCE
L1	S62°12'05"W	257.07'
L2	N07°08'26"W	42.27'
L3	N08°24'05"W	40.51'
L4	N80°58'50"E	241.56'



Notes:

- 1.) This Plot is for general reference; See accompanying legal description for controlling parcel boundary information.
- 2.) Area called for by this legal description are based upon ground level distances.

PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT "A" OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION -PARCEL H

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 12/15/2005	Revision: 1
PAGE 4 OF 4	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC.: Exhibit A - Parcel H.dwg	

Exhibit B
Oakland Army Base
Title Settlement and Exchange Agreement
Legal Description – Parcel A

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel A-1

A portion of Parcel 7 as described in that certain Quitclaim Deed for West Maritime Submerged Property recorded August 8, 2003 as Doc. No. 2003466374 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2003466374), being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence northeasterly along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to a point hereinafter referred to as Point "A";

Thence departing from the said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 48°48'07" West, 1380.09 feet to a point on the generally southerly line of Parcel 1, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County

(hereinafter referred to as Reel: 32, Image:660) being the **POINT OF BEGINNING** of the said portion of Parcel 7 (Doc. 2003466374) herein described;

Thence departing from the said generally southerly line of Parcel 1, Tract 14 (Reel: 32, Image:660), northwesterly along the southwestern line of said Parcel 7 (Doc. 2003466374), North 48°48'07" West 451.36 feet to a point on the line of mean high tide as surveyed by the Port of Oakland in June 2001;

Thence departing from the said southerly line of Parcel 7 (Doc. 2003466374), in a generally southeasterly direction along the said line of mean high tide the following three courses:

- 1) North 46°37'46" East 2.65 feet;
- 2) South 71°08'09" East 270.19 feet;
- 3) South 41°18'35" East 274.53 feet to a point on the said generally southerly line of Parcel 1, Tract 14 (Reel: 32, Image:660);

Thence departing from the said line of mean high tide, southwesterly along the said generally southerly line of Parcel 1, Tract 14 (Reel: 32, Image:660), South 86°48'30" West 99.37 feet to the **POINT OF BEGINNING**, containing 34,818 square feet (0.799 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this Legal Description.

Parcel A-2

A portion of the lands described in that certain act of the legislature of the State of California entitled "An act granting certain tide lands and submerged lands of the State of California to the city of Oakland and regulating the management, use and control thereof," approved May 1, 1911 as Chapter 657 of Statutes of 1911, and amendatory acts (hereinafter referred to as Stat. 1911, Ch. 657), being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No.

99222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84) said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence northeasterly along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to a point hereinafter referred to as Point "A";

Thence departing from the said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 48°48'07" West, 1380.09 feet to a point on the generally southerly line of Parcel 1, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660), being the **POINT OF BEGINNING** of the portion of the lands (Stat. 1911, Ch. 657) herein described;

Thence northeasterly along the said generally southerly line of said Parcel 1 (Reel: 32, Image: 660), North 86°48'30" East 99.37 feet to a point on the line of mean high tide as surveyed by the Port of Oakland in June 2001;

Thence departing from the said generally southerly line of said Parcel 1 (Reel: 32, Image: 660), in a generally southerly direction along the said line of mean high tide, the following 2 courses:

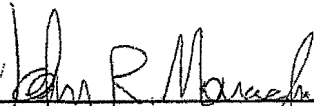
- 1) South 41°18'35" East 41.31 feet;
- 2) South 11°00'07" West 74.19 feet to a point which bears North 48°48'07" West from the herein above described Point "A";

Thence departing from the said line of mean high tide in the Oakland Outer Harbor, North 48°48'07" West 149.28 feet to the **POINT OF BEGINNING**, containing 6,402 square feet (0.147 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Records of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

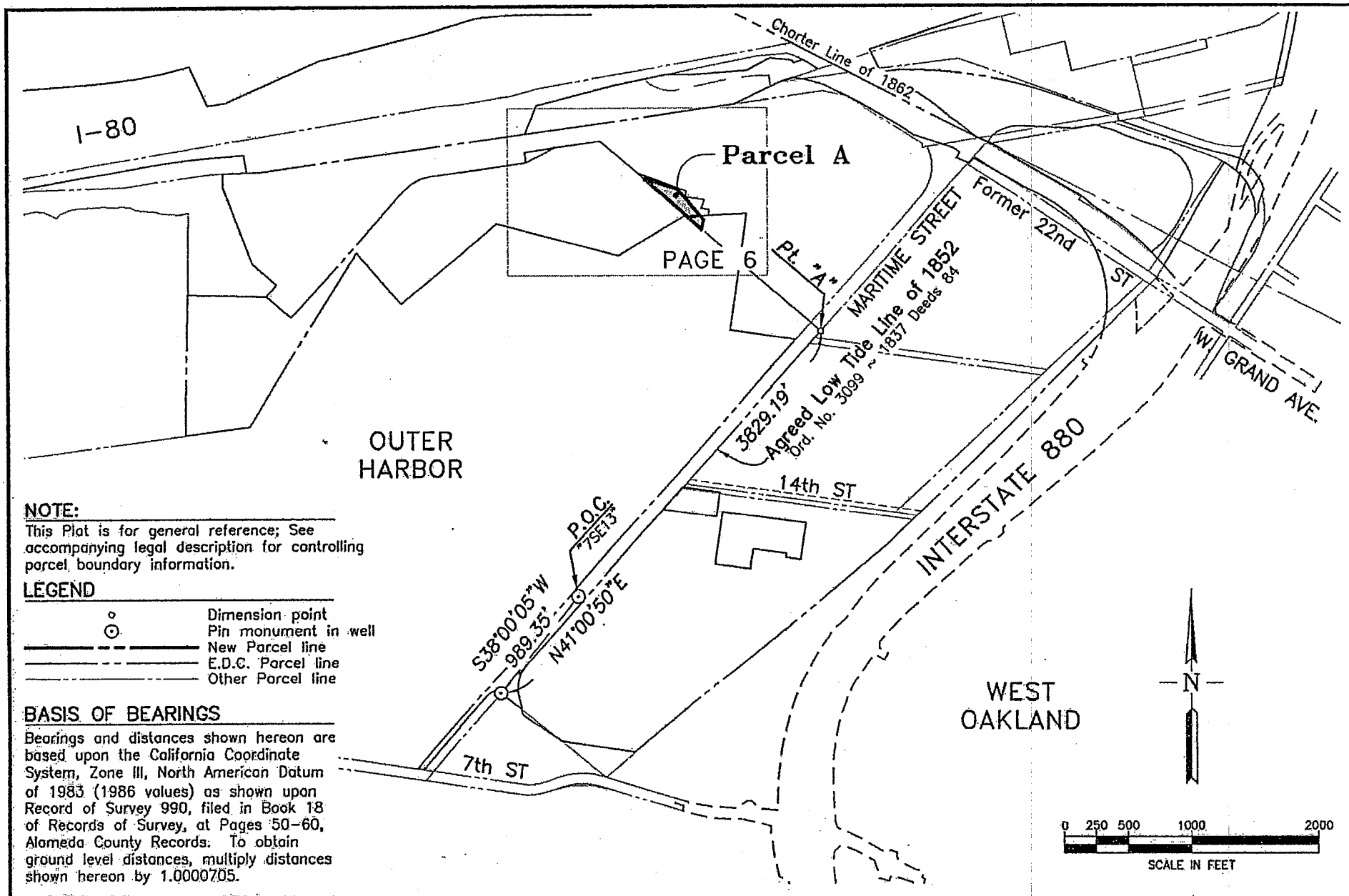
End of Description

This description and its accompanying plat were prepared by me, or under my direction, in May 2006.


John R. Monaghan, LS 6122
License Expires: 03/31/08

5/14/06
Date





NOTE:

This Plat is for general reference; See accompanying legal description for controlling parcel boundary information.

LEGEND

○	Dimension point
⊙	Pin monument in well
—	New Parcel line
- - -	E.D.C. Parcel line
---	Other Parcel line

BASIS OF BEARINGS

Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.

PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California

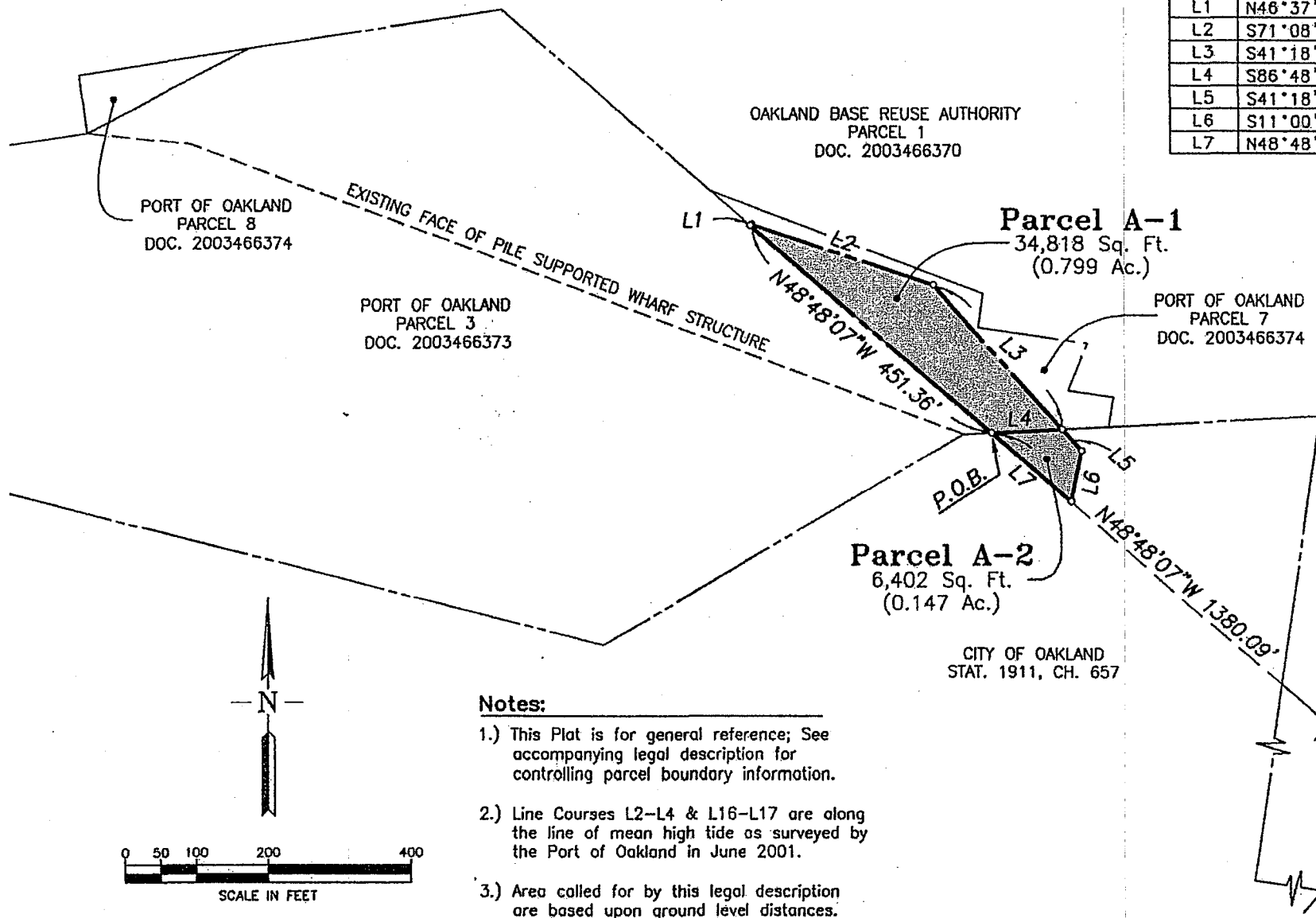


EXHIBIT "B" OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL A

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 12/15/2005	Revision: 1
PAGE 5 OF 6	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC.: Exhibit B - Parcel A - Rev 1.dwg	

COURSE	BEARING	DISTANCE
L1	N46°37'46"E	2.65'
L2	S71°08'09"E	270.19'
L3	S41°18'35"E	274.53'
L4	S86°48'30"W	99.37'
L5	S41°18'35"E	41.31'
L6	S11°00'07"W	74.19'
L7	N48°48'07"W	149.28'



Notes:

- 1.) This Plat is for general reference; See accompanying legal description for controlling parcel boundary information.
- 2.) Line Courses L2-L4 & L16-L17 are along the line of mean high tide as surveyed by the Port of Oakland in June 2001.
- 3.) Area called for by this legal description are based upon ground level distances.

PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT "B"
OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL A

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 12/15/2005	Revision: 1
PAGE 6 OF 6	Rev. date: 5/5/06
ATTACHMENTS:	
FILE LOC. > Exhibit B - Parcel A - Rev 1.dwg	

Exhibit B
Oakland Army Base
Title Settlement and Exchange Agreement
Legal Description - Parcel B

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel B-1

That portion of Parcel 2C as described in that certain "Quitclaim Deed Oakland Army Base, Alameda County, California, Subaru Lot", recorded November 18, 2004 as Doc. 2004513849 in the Office of Recorder of the said County of Alameda, lying and being south of the northern boundary line of the City of Oakland as described in that certain Act of the Legislature of the Said State of California, Approved April 24, 1862 entitled Chapter CCXCIV – An Act to amend and act entitled an Act to incorporate the City of Oakland, passed March twenty-fifth, eighteen hundred fifty-four, and repealing certain other Acts relating to said city (hereinafter referred to as Stat. 1862, Ch. 294), and being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence South 15°55'37" East, 870.57 feet to the intersection of the westerly boundary of Parcel 15A as described in that certain "Quitclaim Deed for East Maritime Army Reserve Property" recorded November 18, 2004 as Doc. 2004513853 in the Office of Recorder of the said County of Alameda (hereinafter referred to as Doc. 2004513853), with the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294) being the **POINT OF BEGINNING** of Parcel B-1 as herein described, said intersection also being a point on a curve, concave northwesterly, having a radius of 1542.01 feet and a central angle of 05°39'58", and from which said point on curve the radius point of said curve bears North 36°42'00" West;

Thence departing from said northern boundary of the City of Oakland (Stat. 1862, Ch. 294), southerly along the said westerly boundary of Parcel 15A (Doc. 2004513853)

along the arc of said curve, deflecting to the right, for an arc distance of 152.49 feet to a point on the generally northeastern boundary of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002072863 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2002072863), said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of $02^{\circ}40'12''$, from which beginning the radius point of said curve bears South $40^{\circ}40'27''$ West;

Thence along the generally northeastern boundary of said Parcel 56444 (Doc. 2002072863) the following six courses:

- 1) Along the arc of said curve, deflecting to the left, for an arc distance of 76.75 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of $07^{\circ}24'24''$, from which beginning the radius point of said curve bears South $39^{\circ}39'54''$ West;
- 2) Thence along the arc of said curve, deflecting to the left, for an arc distance of 212.91 feet;
- 3) Thence North $57^{\circ}44'30''$ West, 113.40 feet;
- 4) Thence North $49^{\circ}58'48''$ West, 124.70 feet;
- 5) Thence North $59^{\circ}26'20''$ West, 696.99 feet;
- 6) Thence North $38^{\circ}53'13''$ West, 28.28 feet to a point on the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294);

Thence departing from the said generally northeastern boundary of said Parcel 56444 (Doc. 2002072863), easterly along the northern boundary of the City of Oakland (Stat. 1862, Ch. 294, South $62^{\circ}34'34''$ East 1315.25 to the **POINT OF BEGINNING**, containing 73,715 square feet (1.692 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this Legal Description.

Parcel B-2

A portion of Parcel 1 as described in that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel, County of Alameda, California, recorded August 8, 2003 as Doc. No. 2003466370 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2003466370), being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of

Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded June 15, 1999 as Doc. No. 99-222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to the eastern most corner of Parcel 4 as described in that certain Quitclaim Deed for Berth 21 Submerged/Upland Property recorded August 8, 2003 as Doc. No. 2003466373 in the Office of the Recorder of said County of Alameda (hereinafter referred to as Doc. 2003466373) being the **POINT OF BEGINNING** of Parcel B-2 as herein described;

Thence departing from said Agreed Low Tide Line of 1852 (1837 Deeds 84), westerly along the said northern boundary of said Parcel 4 (Doc. 2003466373), North 48°48'07" West, 839.34 feet to a point on the generally southern boundary of Parcel 1, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs: City of Oakland et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L (Reel: 32, Image:660), being a point on the course described as "North 6°52'23" East, 936.49 feet" in the description of said Parcel 1, also being the generally southern boundary of said Parcel 1 (Doc. 2003466370);

Thence along the generally southern boundary of said Parcel 1 (Reel: 32, Image:660), also being the generally southern boundary of said Parcel 1 (Doc. 2003466370), the following two courses:

- 1) North 08°03'07" East, 385.68 feet;
- 2) South 86°48'30" West, 297.19 feet to a point on the landside face of an elevated concrete wharf structure (formerly known as Pier 9) being the generally eastern boundary of Parcel 7 as described in that certain Quitclaim Deed for West Maritime Submerged Property recorded August 8, 2003 as Doc. No. 2003466374 in the Office

of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2003466374);

Thence departing from said generally southern boundary of said Parcel 1 (Reel: 32, Image:660) being the generally southern boundary of said Parcel 1 (Doc. 2003466370), in a generally westerly direction along the said landside face of an elevated concrete wharf structure (formerly known as Pier 9), being the generally eastern boundary of said Parcel 7 (Doc. 2003466374) the following six courses :

- 1) North 08°04'29" East, 43.36 feet;
- 2) North 81°39'04" West, 63.48 feet;
- 3) North 21°23'43" East, 72.93 feet;
- 4) North 81°33'20" West, 154.14 feet;
- 5) North 07°35'55" East, 47.96 feet;
- 6) North 68°58'20" West, 412.08 feet to a point on the northeasterly boundary of Parcel 4 as described in said Quitclaim Deed (Doc. 2003466374), which bears North 48°48'07" West from the **POINT OF BEGINNING**;

Thence departing from the said landside face of an elevated concrete wharf structure (formerly known as Pier 9), being the generally eastern boundary of said Parcel 7 (Doc. 2003466374), northwesterly along the said northeasterly boundary of Parcel 4 (Doc. 2003466374), North 48°48'07" West, 54.99 feet to a point that bears North 48°48'07" West, 1962.29 feet from the **POINT OF BEGINNING**;

Thence departing from the said northeasterly boundary of Parcel 4 (Doc. 2003466374), North 41°08'50" East 319.69 feet;

Thence North 08°55'17" West 191.86 feet to a point on the southern boundary of Parcel "S" as described in that certain Indenture and Conveyance by and between the State of California acting by and through it's Department of Public Works and the California Toll Bridge Authority, and City of Oakland, acting by and through it's Board of Port Commissioners, recorded on February 17, 1942 in Book 4186 of Official Records, at Page 156 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 4186 O.R. 156), also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370);

Thence along the southern boundary of said Parcel "S" (4186 O.R. 156), also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370), North 81°36'26" East 630.11 feet to the western most corner of said lands described in Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of

California et al., Case No. 21930-L, (6361 O.R. 334), also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370);

Thence along the northern boundary of said Tract 5, North 64°17'11" East 397.63 feet to the western most corner of said lands described in Final Judgment as to Tract 23, United States of America vs. City of Oakland, State of California et al., Case No. 21930-L (5987 O.R. 319), also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370), said corner being marked by a 1 ½" brass disc with punch in the top of a concrete culvert as shown on said Army Map;

~~Thence along the northern boundary of said Tract 23, also being the generally northwestern boundary of said Parcel 1 (Doc. 2003466370), North 71°46'34" East, 111.41 feet to the western most corner of Parcel 56444 as described in that certain Quitclaim Deed (I-880 Connector Corridor) recorded on February 13, 2002 as Document No. 2002072863 of Official Records in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2002072863), also being the generally northeastern boundary of said Parcel 1 (Doc. 2003466370), being marked by a 1" iron pipe and CalTrans cap as shown on Record of Survey No. 1687, filed in Book 25 of Records of Surveys, Pages 58-69, Alameda County Official Records, being the beginning of a non-tangent curve concave southwesterly, having a radius of 1457.00 feet and a central angle of 9°28'45", from which beginning the radius point bears South 08°37'39" West;~~

Thence, along the generally southwestern boundary of said Parcel 56444, (Doc. 2002072863), also being the generally northeastern boundary of said Parcel 1 (Doc. 2003466370), the following fifteen courses:

- 1) Along the arc of said curve, deflecting to the right, for an arc distance of 241.05 feet to an angle point from which the radius point bears South 18°06'24" West;
- 2) Thence South 63°07'59" East, 314.87 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 3) Thence South 59°26'20" East, 388.09 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 4) Thence South 54°38'31" East, 108.88 feet;
- 5) Thence South 71°14'04" East, 214.96 feet;
- 6) Thence South 68°12'53" East, 121.49 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 7) Thence South 52°34'03" East, 57.26 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

- 8) Thence South $26^{\circ}23'46''$ West, 50.81 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 9) Thence South $67^{\circ}50'56''$ East, 108.73 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 10) Thence North $40^{\circ}50'20''$ East, 50.00 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 11) Thence South $59^{\circ}26'20''$ East, 469.79 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 12) Thence South $64^{\circ}31'30''$ East, 100.40 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 13) Thence South $59^{\circ}20'55''$ East, 161.93 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687, marking the beginning of a non-tangent curve concave southwesterly, having a radius of 926.00 feet and a central angle of $13^{\circ}07'36''$, from which beginning the radius point bears South $31^{\circ}52'38''$ West;
- 14) Thence along the arc of said curve, deflecting to the right, for an arc distance of 212.15 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687 marking the beginning of a non-tangent curve concave southwesterly, having a radius of 926.00 feet and a central angle of $18^{\circ}51'52''$, from which beginning the radius point bears South $47^{\circ}51'29''$ West;
- 15) Thence along the arc of said curve, deflecting to the right, for an arc distance of 304.88 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 599.96 feet and a central angle of $3^{\circ}36'49''$, from which the radius point bears North $17^{\circ}29'03''$ West;

Thence departing from said southwestern boundary of Parcel 56444, (Doc. 2002072863), also being the said generally northeastern boundary of Parcel 1 (Doc. 2003466370), westerly along the arc of said curve, deflecting to the right, an arc distance of 37.84 feet;

Thence South $76^{\circ}07'45''$ West, 555.85 feet to the beginning of a curve concave southeasterly and tangent to the preceding course, having a radius of 1739.00 feet and a central angle of $30^{\circ}14'40''$;

Thence along the arc of said curve, deflecting to the left, an arc distance of 917.96 feet;

Thence South $45^{\circ}53'06''$ West, 550.21 feet to a point on a line that bears South $48^{\circ}48'07''$ East from the **POINT OF BEGINNING**;

Thence North 48°48'07" West, 534.07 feet to the **POINT OF BEGINNING**, containing 4,172,281 square feet (95.782 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Parcel B-3

A portion of Parcel 1 as described in that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel, County of Alameda, California, recorded August 8, 2003 as Doc. No. 2003466370 in the Office of the Recorder of the said County of Alameda, being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded June 15, 1999 as Doc. No. 99-222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to the eastern most corner of Parcel 4 as described in that certain Quitclaim Deed for Berth 21 Submerged/Upland Property recorded August 8, 2003 as Doc. No. 2003466373 in the Office of the Recorder of said County of Alameda (hereinafter referred to as Doc. 2003466373);

Thence departing from the said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 80°39'13" West, 4577.07 feet to a point in the existing westerly perimeter fence line of said Pier 7, said existing perimeter fence being the western boundary of said Parcel 1 (Doc. 2003466370) and the **POINT OF BEGINNING** of Parcel of Parcel B-3 as herein described;

Thence northerly along the said westerly perimeter fence line of Pier 7, being the said western boundary of Parcel 1 (Doc. 2003466370), the following two courses:

- 1) North 20°41'10" West 427.98 feet to an angle point in said fence line;
- 2) Thence North 01°48'40" West, 114.71 feet to a point on the southern boundary of Parcel "S" as described in that certain Indenture and Conveyance by and between the State of California acting by and through it's Department of Public Works and the California Toll Bridge Authority, and City of Oakland, acting by and through it's Board of Port Commissioners, recorded on February 17, 1942 in Book 4186 of Official Records, at Page 156 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 4186 O.R. 156) being the generally northern boundary of said Parcel 1 (Doc. 2003466370);

Thence along the said southern boundary of said Parcel "S" (4186 O.R. 156), being the said generally northern boundary of Parcel 1 (Doc. 2003466370), the following two courses:

- 1) North 88°08'30" East, 291.86 feet;
- 2) Thence North 81°36'26" East 984.09 feet;

Thence departing from the said southern boundary of said Parcel "S" (4186 O.R. 156), being the said generally northern boundary of Parcel 1 (Doc. 2003466370), South 08°23'15" East 210.89 feet;

Thence South 41°23'42" West 1098.60 feet;

Thence North 48°40'48" West 552.26 feet to the **POINT OF BEGINNING**, containing 758,852 square feet (17.421 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Parcel B-4

That portion of Parcel 2 as described in that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel, County of Alameda, California, recorded August 8, 2003 as Doc. No. 2003466370 in the Office of the Recorder of the said County of Alameda lying and being south of the northern boundary line of the City of Oakland as described in that certain Act of the Legislature of the Said State of California, Approved April 24, 1862 entitled Chapter CCXCIV – An Act to amend and act entitled an Act to incorporate the City of Oakland, passed March twenty-fifth, eighteen hundred fifty-four, and repealing certain other Acts relating to said city (hereinafter referred to as Stat. 1862, Ch. 294), and being more particularly described as follows;

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to

as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence South 82°35'14" West, 1108.22 feet to the intersection of the generally northeastern boundary of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002-072863 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2002072863), with the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294) being the **POINT OF BEGINNING** of Parcel B-4 as herein described;

Thence departing from the said northern boundary of the City of Oakland (Stat. 1862, Ch. 294), westerly along the said northeastern boundary of Parcel 56444 (Doc. 2002072863) the following two courses:

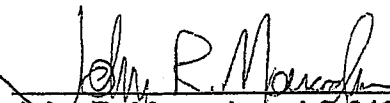
- 1) North 65°41'40" West 38.01 feet to an angle point;
- 2) Thence North 49°47'18" West 9.34 feet to an angle point;

Thence departing from the said generally northeastern boundary of said Parcel 56444 (Doc. 2002072863), easterly along the northern boundary of the City of Oakland (Stat. 1862, Ch. 294, South 62°34'34" East 47.07 feet to the **POINT OF BEGINNING**, containing 49 square feet (0.001 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this Legal Description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in May 2006.

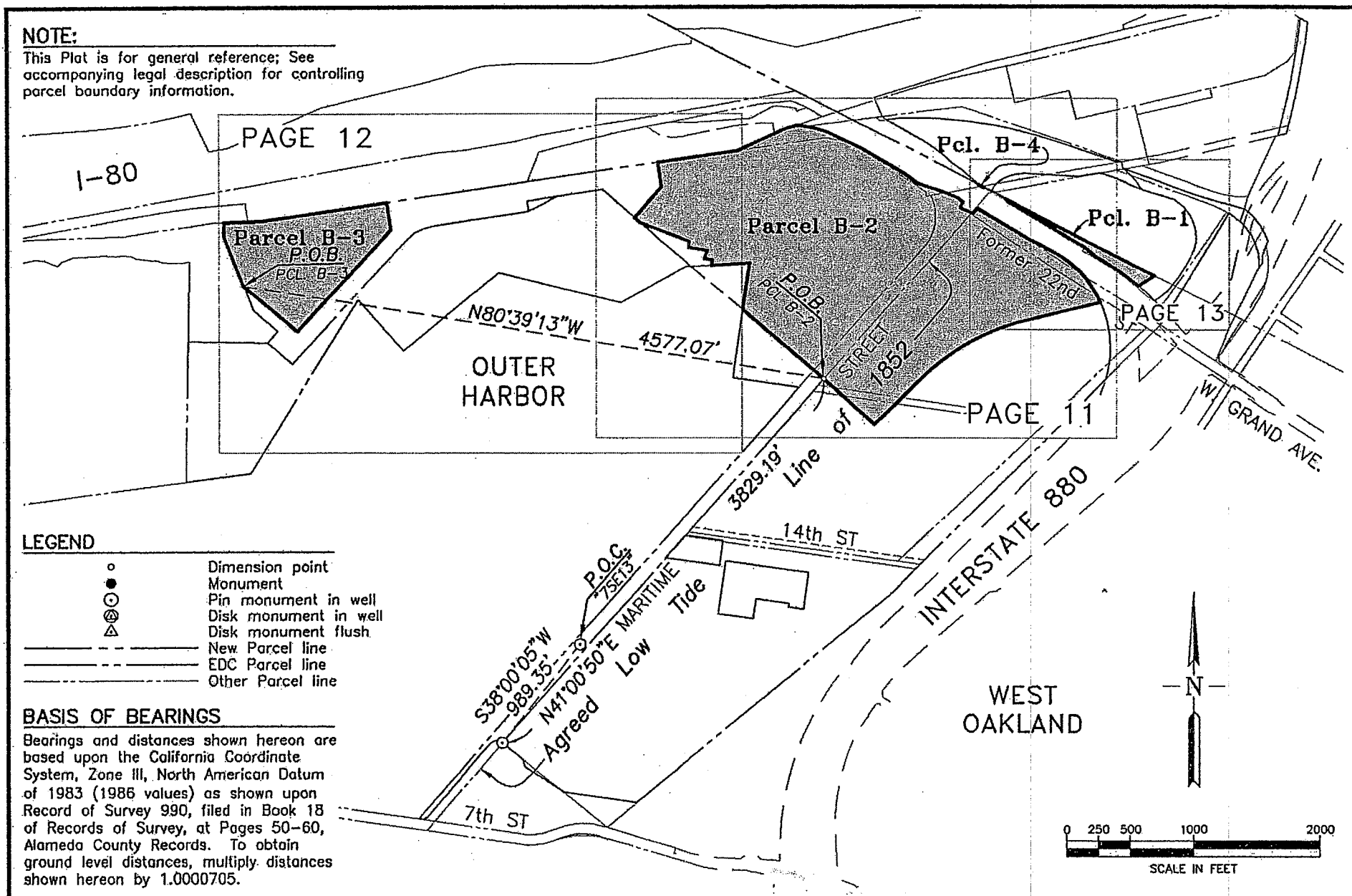

John R. Monaghan, LS 6122
License Expires: 03/31/08

5/14/06
Date



NOTE:

This Plat is for general reference; See accompanying legal description for controlling parcel boundary information.

**LEGEND**

- Dimension point
- Monument
- ⊙ Pin monument in well
- ⊗ Disk monument in well
- ⊕ Disk monument flush
- New Parcel line
- - - EDC Parcel line
- · · Other Parcel line

BASIS OF BEARINGS

Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.

PORT OF OAKLAND

LAND SURVEYS AND MAPPING



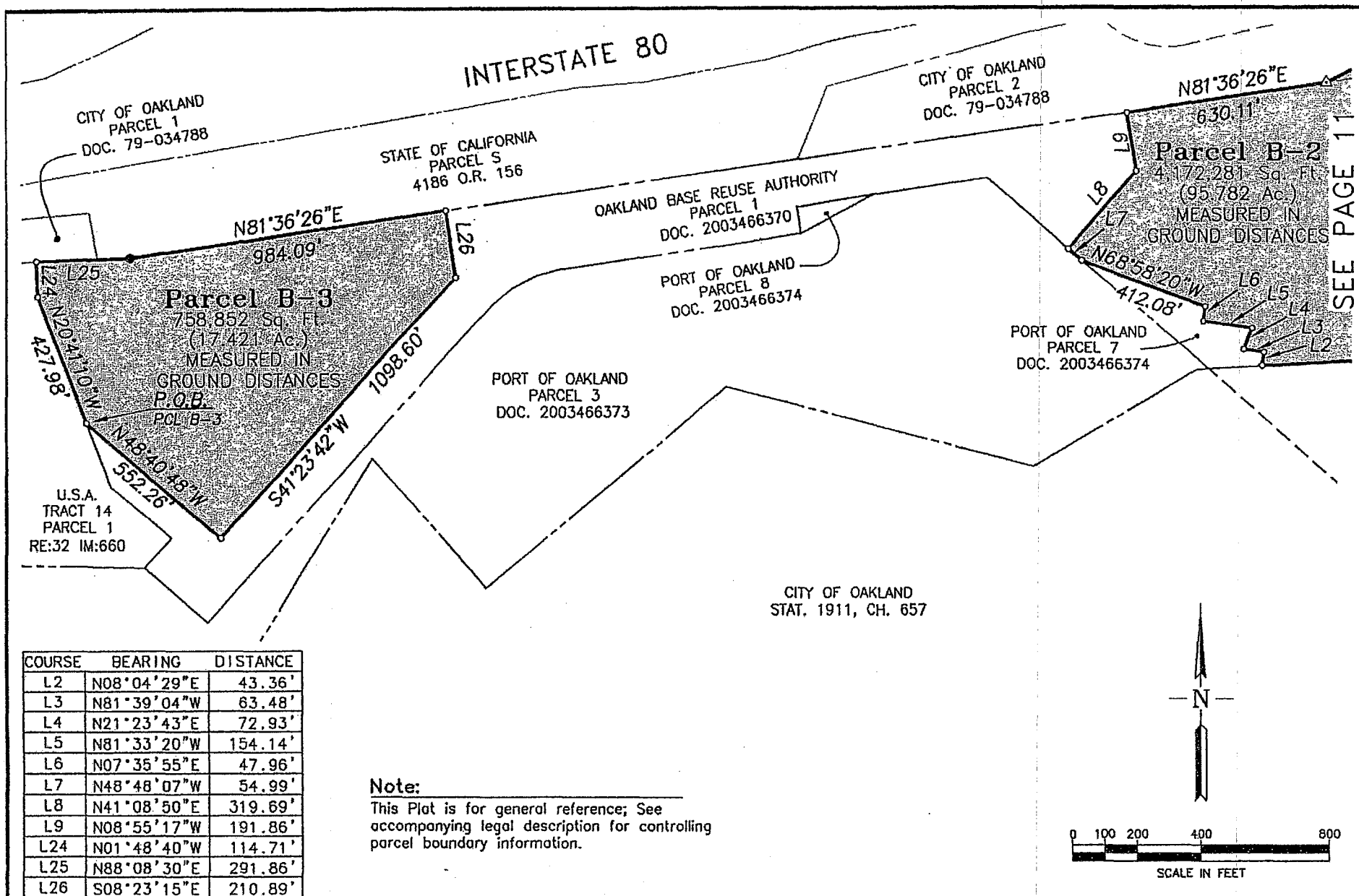
530 Water Street
Oakland, California



EXHIBIT B OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL B

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 01/06/2006	Revision: 1
PAGE 10 OF 13	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC: > Exhibit B - Parcel B - Rev 1.dwg	



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
 Oakland, California

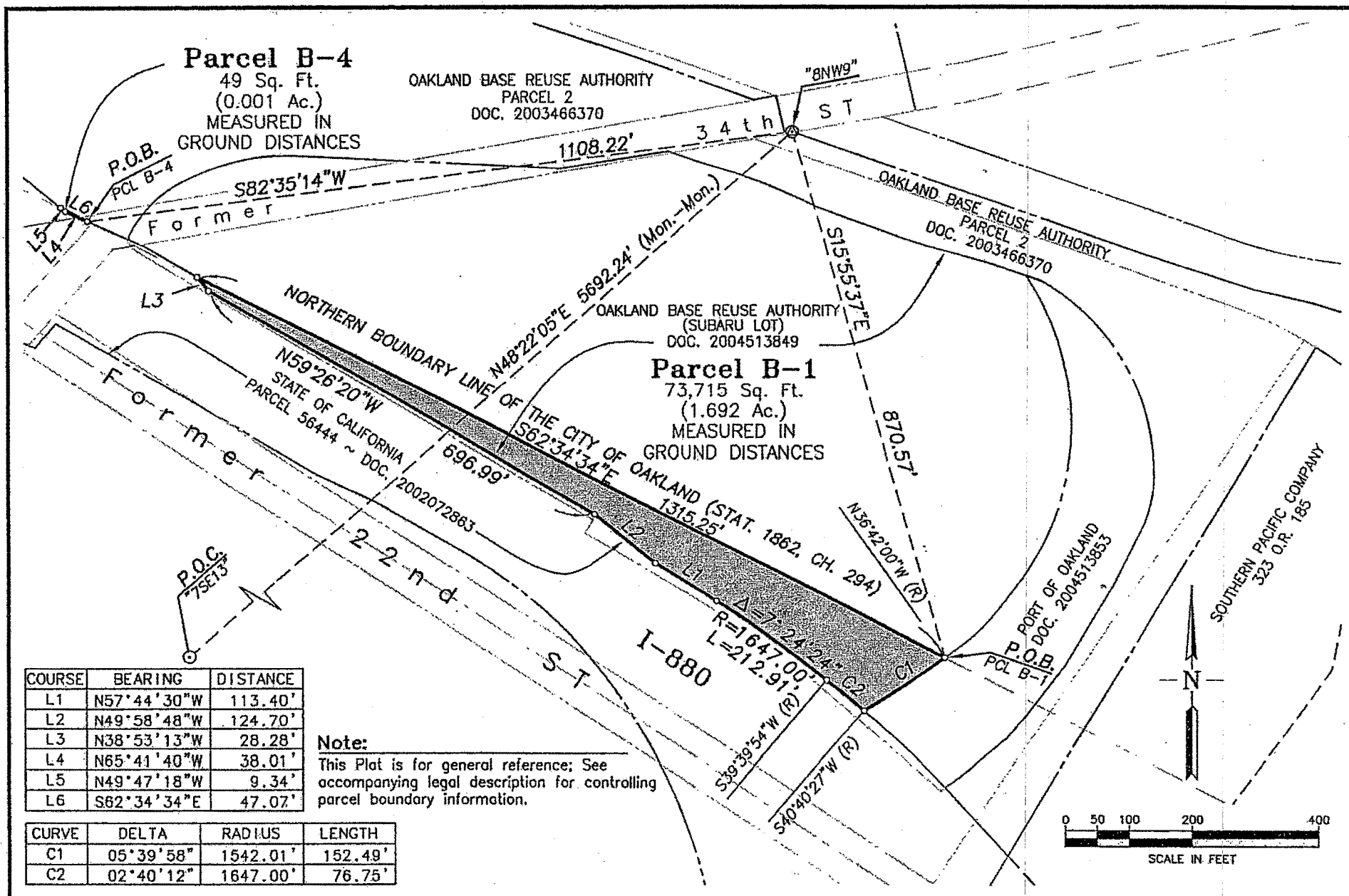


EXHIBIT B OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
 PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL B

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 01/06/2006	Revision: 1
PAGE 12 OF 13	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC.: Exhibit B- Parcel B - Rev 1.dwg	

SEE PAGE 11



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT B OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL B

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 01/06/2006	Revision: 1
PAGE 13 OF 13	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC.> Exhibit B - Parcel B - Rev 1.dwg	

Exhibit B
Oakland Army Base
Title Settlement and Exchange Agreement
Legal Description – Parcel C

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel C-1

A portion of the lands described as Parcel 2 in that certain Quitclaim Deed between the State of California and the City of Oakland, recorded February 23, 1979 as Doc. No. 79-034788 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 79034788), being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence North 06°22'58" West, 3704.99 feet to the western most corner of said Parcel 2 (Doc. 79-034788), said corner being marked by a concrete nail and CalTrans tag set flush, as shown on Record of Survey No. 1687, filed in Book 25 of Records of Surveys, at Pages 58-69, the said County of Alameda Official Records, and being the **POINT OF BEGINNING** of the portion of said Parcel 2 (Doc. 79034788) herein described;

Thence along the western and generally northern lines of said Parcel 2 (Doc. 79034788) the following three courses:

- 1) North 21°36'13" East, 249.00 feet to an angle point marked by a 1" iron pipe and CalTrans cap under a cyclone fence, as shown on said Record of Survey No. 1687;
- 2) North 75°30'42" East, 642.22 feet to an angle point marked by a 1" iron pipe and CalTrans cap, as shown on said Record of Survey No. 1687;
- 3) North 78°23'41" East, 230.24 feet to the western most corner of Parcel 1 described in that certain Grant Deed from the City of Oakland to the State of California, recorded February 3, 1995 as Doc. No. 95028117 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 95028117), said corner being the beginning of a non-tangent curve concave northerly, having a

radius of 295.00 feet and a central angle of $58^{\circ}05'18''$, from which beginning the radius point bears North $45^{\circ}29'15''$ East;

Thence along the generally southerly line of said Parcel 1 (Doc. 95028117) the following five courses:

- 1) along said curve to the left, an arc distance of 299.08 feet to a point of tangency;
- 2) North $77^{\circ}23'57''$ East, 93.57 feet;
- 3) North $78^{\circ}35'02''$ East, 301.18 feet to the beginning of a curve concave southeasterly, having a radius of 1457.00 feet and a central angle of $12^{\circ}33'12''$;
- 4) along said curve to the right, an arc distance of 319.22 feet to an angle point from which the radius point bears South $01^{\circ}08'14''$ West;
- 5) South $09^{\circ}10'00''$ East, 85.90 feet to a point on the northwest line of the lands described in that certain Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 16, 1951 in Book 6361 of Official Records, Page 334 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 6361 O.R. 334);

Thence along the generally northwest line of said Tract 5 (6361 O.R. 334), South $64^{\circ}17'11''$ West, 319.86 feet to a point on the generally southerly line of Parcel "S" described in that certain Indenture and Conveyance by and between the State of California, acting by and through its Department of Public Works and the California Toll Bridge Authority, and the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, recorded February 17, 1942 in Book 4186 of Official Records, Page 156, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 4186 O.R. 156);

Thence along said generally southerly line of said Parcel "S" (4186 O.R. 156), South $81^{\circ}36'26''$ West, 1660.88 feet to the **POINT OF BEGINNING**, containing 416,298 square feet (9.557 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

Parcel C-2

A portion of the lands described in that certain act of the legislature of the State of California entitled "An act granting certain tide lands and submerged lands of the State of California to the city of Oakland and regulating the management, use and control thereof," approved May 1, 1911 as Chapter 657 of Statutes of 1911, and amendatory

acts (hereinafter referred to as Stat. 1911, Ch. 657), being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence northeasterly along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to a point hereinafter referred to as Point "A";

Thence departing from the said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 48°48'07" West, 839.34 feet to a point on the generally southerly line of Parcel 1, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660), being the **POINT OF BEGINNING** of the said portion of lands (Stat. 1911, Ch. 657) herein described;

Thence departing the generally southerly line of said Parcel 1, Tract 14 (Reel: 32, Image: 660), North 48°48'07" West, 275.79 feet to a point on a line that is 100.00 feet northeasterly of and parallel with the line of mean high tide as surveyed by the Port of Oakland in June 2001;

Thence northerly along said parallel line, the following two courses:

- 1) North 11°00'07" East 181.49 feet;

- 2) North 41°18'35" West 11.96 feet to a point on the said generally southerly line of Parcel 1, Tract 14 (Reel: 32, Image: 660);

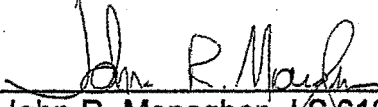
Thence departing from said parallel line, easterly and southerly along the said generally southerly line of Parcel 1, Tract 14 (Reel: 32, Image: 660) the following two courses:

- 1) North 86°48'30" East 235.16 feet;
- 2) South 08°03'07" West, 385.68 feet to the **POINT OF BEGINNING**, containing 65,473 square feet (1.503 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

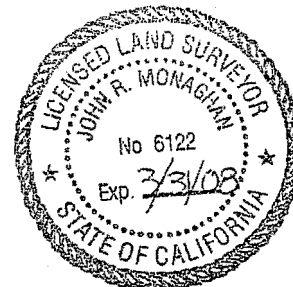
Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in May 2006.

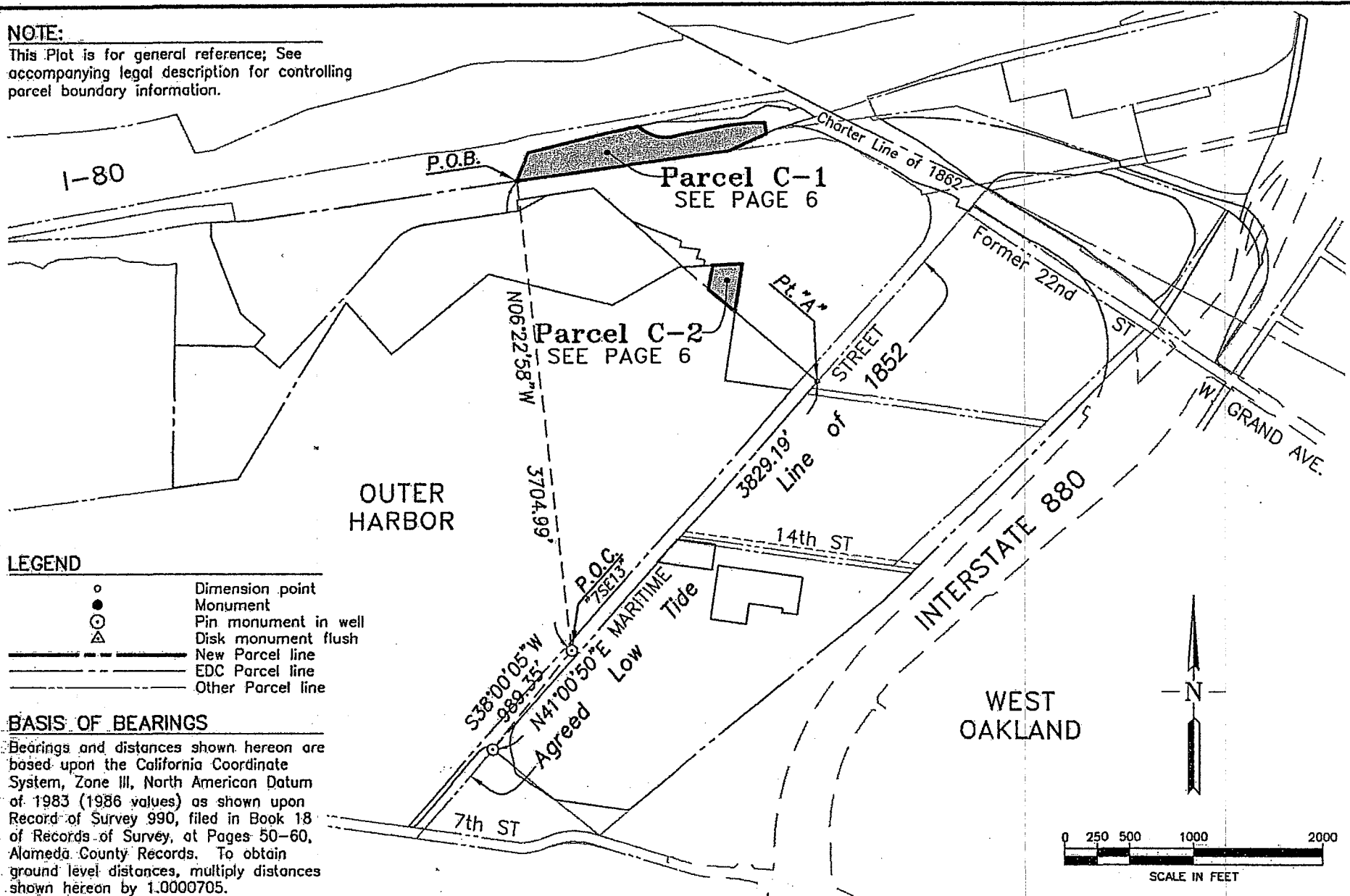

John R. Monaghan, LS 6122
License Expires: 03/31/08

5/14/06
Date



NOTE:

This Plot is for general reference; See accompanying legal description for controlling parcel boundary information.

**LEGEND**

- Dimension point
- Monument
- ⊙ Pin monument in well
- △ Disk monument flush
- New Parcel line
- - - EDC Parcel line
- Other Parcel line

BASIS OF BEARINGS

Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.

PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California

**EXHIBIT "B"**

OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL C

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 12/15/05	Revision: 1
PAGE 5 OF 6	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC: > Exhibit B - Parcel C - Rev 1.dwg	

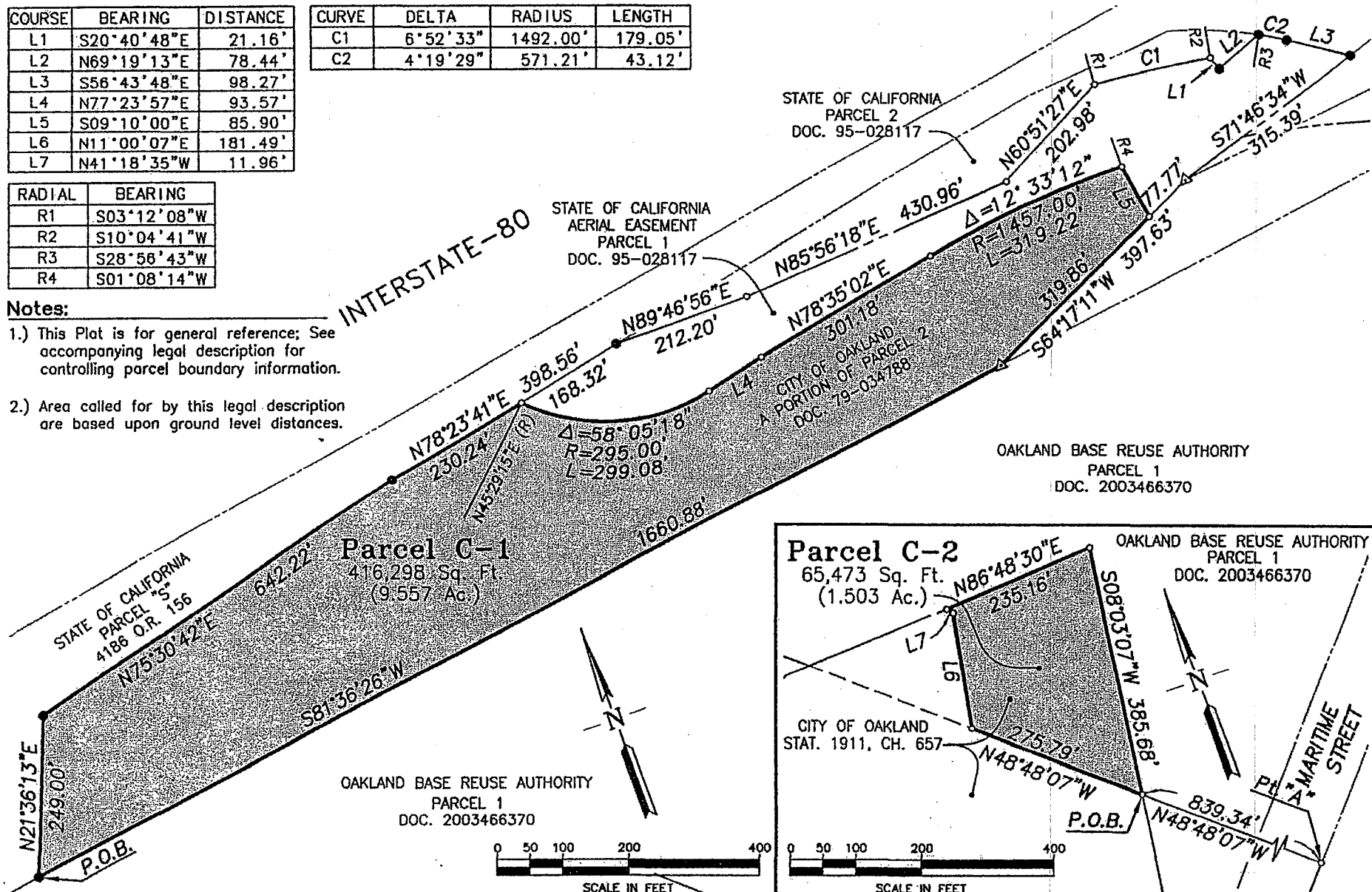
COURSE	BEARING	DISTANCE
L1	S20°40'48"E	21.16'
L2	N69°19'13"E	78.44'
L3	S56°43'48"E	98.27'
L4	N77°23'57"E	93.57'
L5	S09°10'00"E	85.90'
L6	N11°00'07"E	181.49'
L7	N41°18'35"W	11.96'

CURVE	DELTA	RADIUS	LENGTH
C1	6°52'33"	1492.00'	179.05'
C2	4°19'29"	571.21'	43.12'

RADIAL	BEARING
R1	S03°12'08"W
R2	S10°04'41"W
R3	S28°56'43"W
R4	S01°08'14"W

Notes:

- 1.) This Plat is for general reference; See accompanying legal description for controlling parcel boundary information.
- 2.) Area called for by this legal description are based upon ground level distances.



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT "B"

OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL C

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 12/15/05	Revision: 1
PAGE 6 OF 6	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC: > Exhibit B - Parcel C - Rev 1	

Exhibit B
Oakland Army Base
Title Settlement and Exchange Agreement
Legal Description – Parcel D

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel D-1

A portion of Parcel 7 as described in that certain Quitclaim Deed for West Maritime Submerged Property recorded August 8, 2003 as Doc. No. 2003466374 in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 2003466374), being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence northeasterly along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to a point hereinafter referred to as Point "A";

Thence departing from the said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 48°48'07" West, 1380.09 feet to a point on the generally southerly line of Parcel 1, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said The said County of Alameda (hereinafter referred to as Reel: 32, Image:660);

Thence easterly along the said generally southerly line of said Parcel 1, Tract 14 (Reel: 32, Image:660), North 86°48'30" East 99.37 feet to a point on the line of mean high tide as surveyed by the Port of Oakland in June 2001, said point being the **POINT OF BEGINNING** of the portion of said Parcel 7 (Doc. 2003466374) herein described;

Thence departing from the said generally southerly line of said Parcel 1, Tract 14 (Reel: 32, Image: 660), northwesterly along the said line of mean high tide the following three courses:

- 1) North 41°18'35" West 274.53 feet;
- 2) North 71°08'09" West 270.19 feet;
- 3) South 46°37'46" West 2.65 feet to a point on the southwestern line of said Parcel 7 (Doc. 2003466374);

Thence departing from said line of mean high tide, northwesterly along the said southwestern line of said Parcel 7 (Doc. 2003466374), North 48°48'07" West 75.85 feet to a point on the landside face of an elevated concrete wharf structure (formerly known as Pier 9);

Thence departing from the said southwestern line of said Parcel 7 (Doc. 2003466374), northeasterly along the said landside face of the elevated concrete wharf structure six courses:

- 1) South 68°58'20" East, 412.08 feet;
- 2) South 07°35'55" West, 47.96 feet;
- 3) South 81°33'20" East, 154.14 feet;
- 4) South 21°23'43" West, 72.93 feet;
- 5) South 81°39'04" East, 63.48 feet;
- 6) South 08°04'29" West, 43.36 feet to a point on said generally southerly line of said Parcel 1, Tract 14 (Reel: 32, Image:660);

Thence departing from said landside face of the elevated concrete wharf structure, southwesterly along the said generally southerly line of said Parcel 1, Tract 14 (Reel: 32, Image: 660) South 86°48'30" West, 65.07 feet to the **POINT OF BEGINNING**, containing 21,845 square feet (0.501 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this Legal Description.

Parcel D-2

A portion of the lands described in that certain act of the legislature of the State of California entitled "An act granting certain tide lands and submerged lands of the State of California to the city of Oakland and regulating the management, use and control thereof," approved May 1, 1911 as Chapter 657 of Statutes of 1911, and amendatory acts (hereinafter referred to as Stat. 1911, Ch. 657), being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Official Records of the said County of Alameda;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99222447 of Official Records, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as Doc. 99222447), being a point on the line of ordinary low tide in the bay of San Francisco as it existed on the 4th day of May, in the year 1852 (hereinafter referred to as the Agreed Low Tide Line of 1852) as described and agreed upon in City of Oakland Ordinance No. 3099, a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of the said County of Alameda (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map;

Thence northeasterly along said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 41°00'50" East, 3829.19 feet to a point hereinafter referred to as Point "A";

Thence departing from the said Agreed Low Tide Line of 1852 (1837 Deeds 84), North 48°48'07" West, 1380.09 feet to a point on the generally southerly line of Parcel 1, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said The said County of Alameda (hereinafter referred to as Reel: 32, Image:660);

Thence easterly along the said generally southerly line of said Parcel 1, Tract 14 (Reel: 32, Image: 660), North 86°48'30" East 99.37 feet to a point on the line of mean high tide as surveyed by the Port of Oakland in June 2001, said point being the **POINT OF BEGINNING** of the portion of the lands (Stat. 1911, Ch. 657) herein described;

Thence northeasterly along the said generally southerly line of said Parcel 1, Tract 14 (Reel: 32, Image: 660), North 86°48'30" East 127.10 feet to a point on a line that is 100.00 feet northeasterly of, and parallel with the said line of mean high tide;

Thence departing from the said generally southerly line of said Parcel 1, Tract 14 (Reel: 32, Image: 660), southerly along said parallel line the following two courses:

- 1) South 41°18'35" East 11.96 feet;
- 2) South 11°00'07" West 181.49 feet to a point on a line that bears North 48°48'07" West from the herein above described Point "A";

Thence departing said parallel line, North 48°48'07" West, 115.69 feet to a point on the said line of mean high tide in the Oakland Outer Harbor;

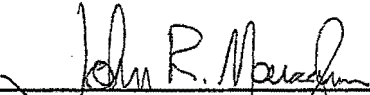
Thence northerly along the said line of mean high tide, the following 2 courses:

- 1) North 11°00'07" East 74.19 feet;
- 2) North 41°18'35" West 41.31 feet to the **POINT OF BEGINNING**, containing 15,488 square feet (0.355 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

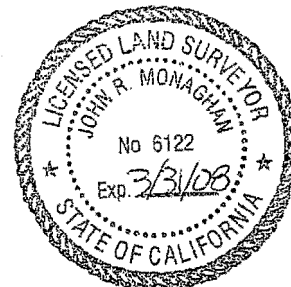
Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Records of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

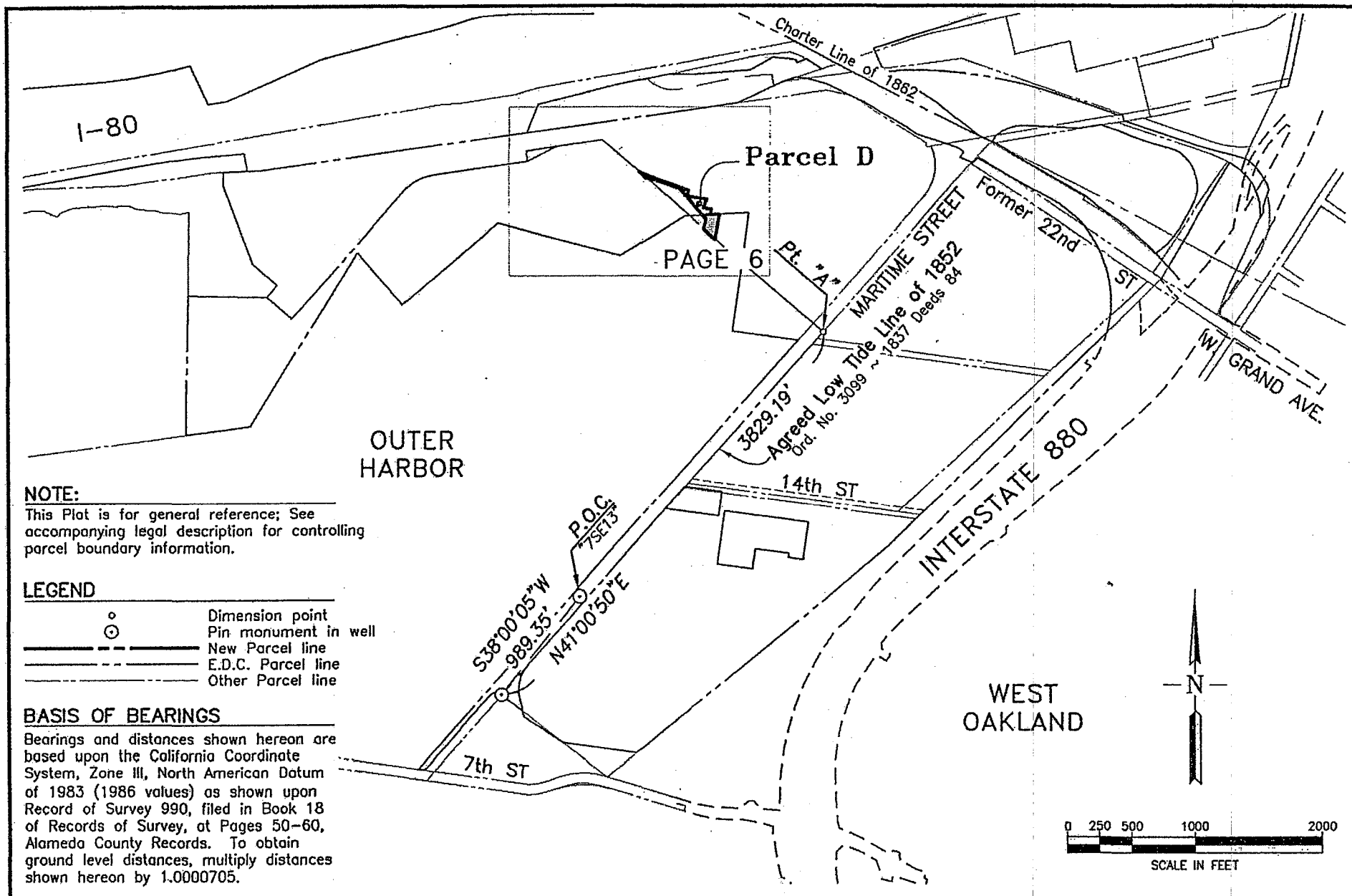
End of Description

This description and its accompanying plat were prepared by me, or under my direction, in May 2006.


John R. Monaghan, LS 6122
License Expires: 03/31/08

5/14/06
Date





PORT OF OAKLAND

LAND SURVEYS AND MAPPING



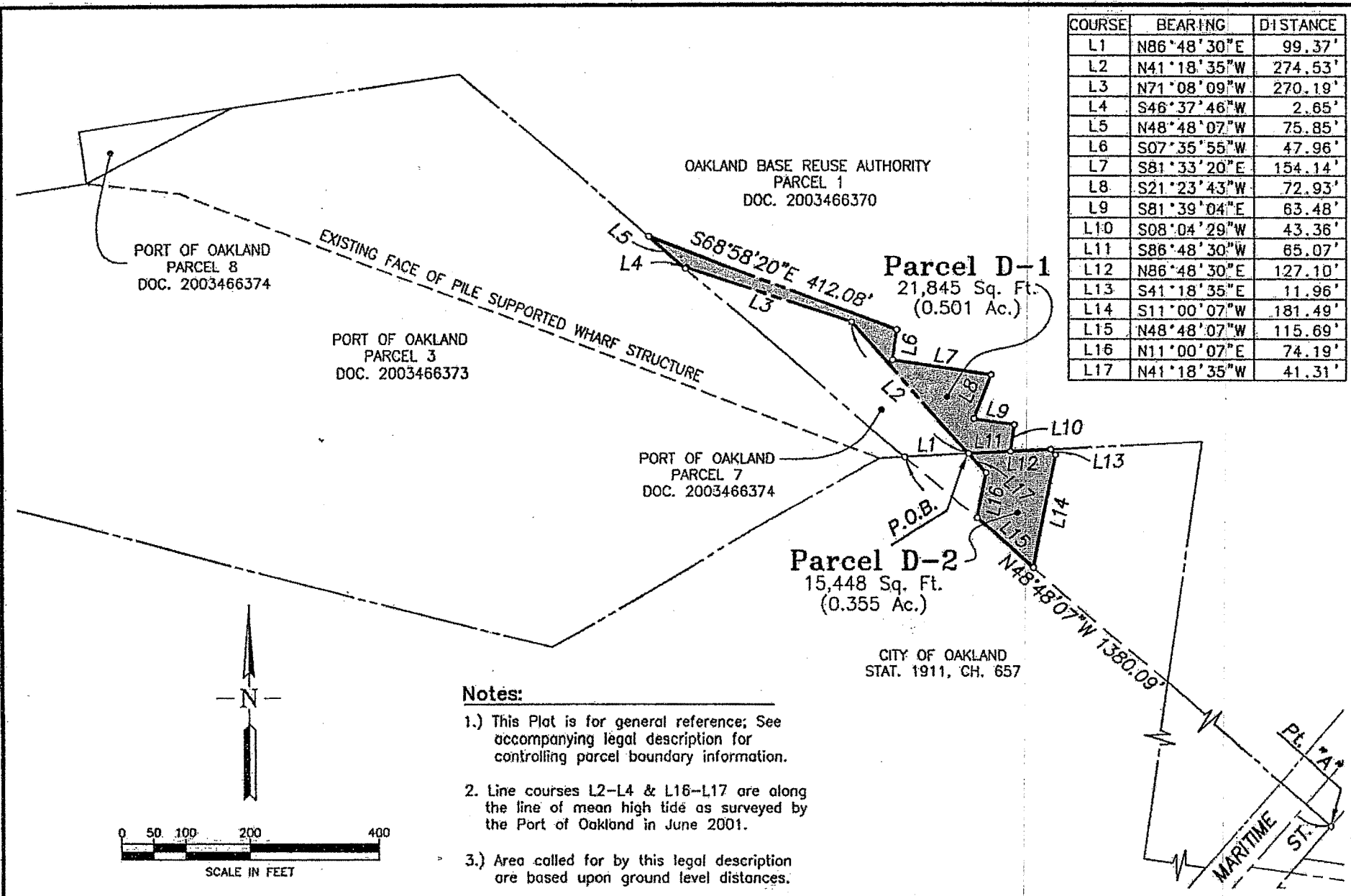
530 Water Street
Oakland, California



EXHIBIT "B" OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL D

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 12/15/2005	Revision: 1
PAGE 5 OF 6	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC: > Exhibit B - Parcel D - Rev 1.dwg	



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California

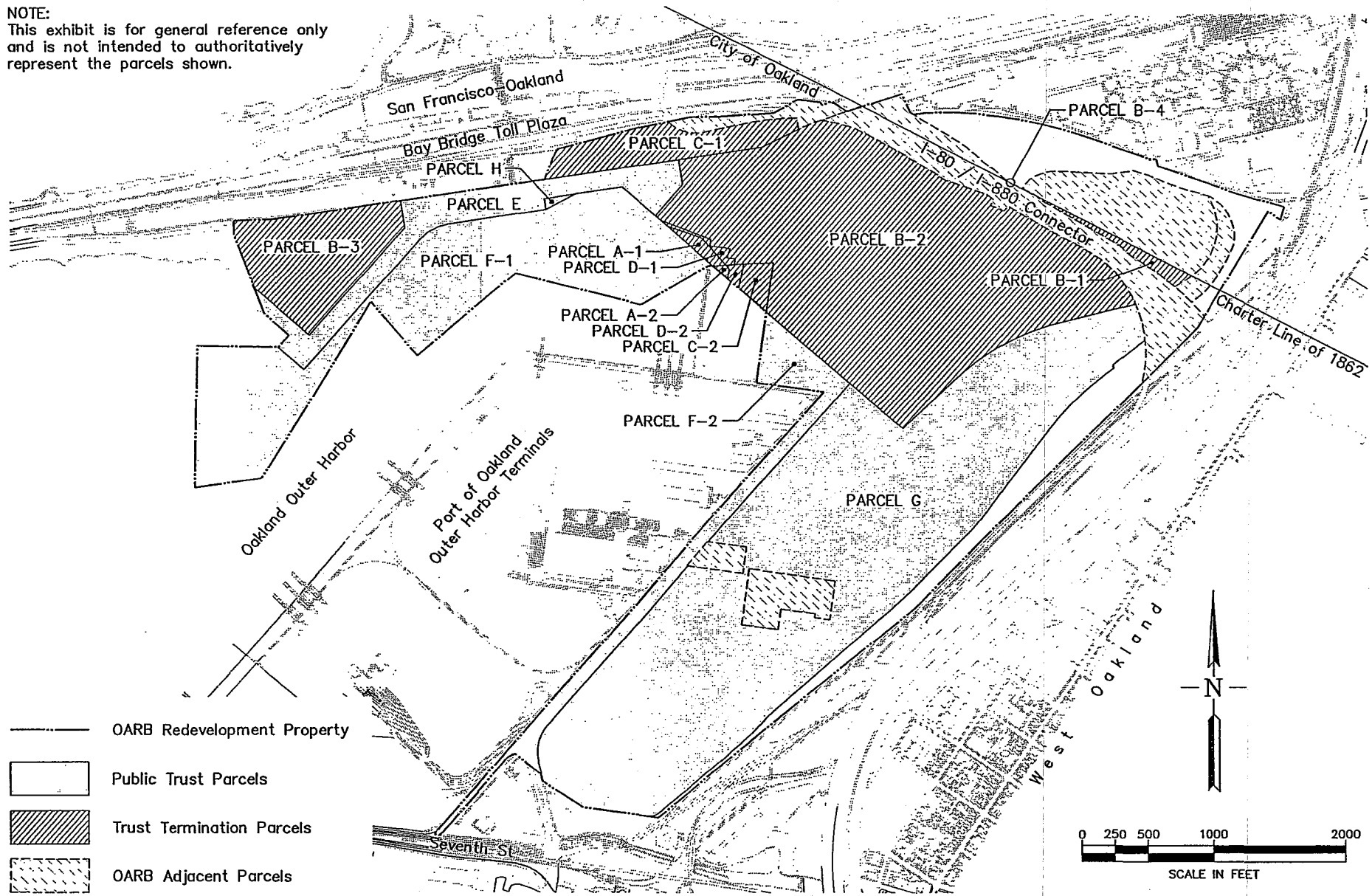


EXHIBIT "B" OAKLAND ARMY BASE

TITLE SETTLEMENT AND EXCHANGE AGREEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION - PARCEL D

DRAWN BY: JRM	Field Bk:
CHECKED BY:	Wrk. Ord: 104105
SCALE: AS SHOWN	Data File:
DATE: 12/15/2005	Revision: 1
PAGE 6 OF 6	Rev. date: 5/6/06
ATTACHMENTS:	
FILE LOC.: Exhibit B - Parcel D - Rev 1.dwg	

NOTE:
This exhibit is for general reference only
and is not intended to authoritatively
represent the parcels shown.



PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street
Oakland, California



EXHIBIT C OAKLAND ARMY BASE TITLE SETTLEMENT and EXCHANGE AGREEMENT

DRAWN BY: DAM	Field Bk:
CHECKED BY: MJB	Wrk. Ord: 104105
SCALE: 1"= 1000'	Data File:
DATE: 6/9/2006	Revision: 1
SHEET 1 OF 1	Rev. date: 6/12/06
ATTACHMENTS: x_Outer-Harbor.dwg	
FILE LOC.> OAB-EX-C_R1.dwg	

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

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

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Quitclaim Deed of the City of Oakland, a Municipal Corporation, acting by and through its
Board of Port Commissioners**

WHEREAS, the State of California, acting by and through the State Lands Commission, ("State"); the City of Oakland, a municipal corporation, acting by and through its City Council ("City"); the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"); the Oakland Base Reuse Authority, a California joint powers authority ("OBRA"); and the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("ORA") have entered into a title settlement and exchange agreement among them with respect to certain lands in the City of Oakland, County of Alameda, State of California, the terms and conditions of which agreement are fully set forth in that certain agreement entitled "Oakland Army Base Title Settlement and Exchange Agreement" recorded _____ in the Official Records

of the County of Alameda, as Recorder's Document No. _____ (the "Agreement");

WHEREAS, the purpose of the Agreement is to settle sovereign lands title and boundary questions at and adjacent to the former Oakland Army Base (the "OARB") through a land exchange;

WHEREAS, through the implementation of the Agreement and its associated conveyances, certain lands within the OARB will be sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "Public Trust") and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended (the "Granted Lands Trust");

WHEREAS, also through the implementation of the Agreement and its associated conveyances, other lands within and adjacent to the OARB subject to or asserted to be subject to the Public Trust and the Granted Lands Trust will be freed from those Trusts and from Chapter 107, Statutes of 1852, as amended (the "Town Grant");

WHEREAS, the Agreement requires the Port to quitclaim to the State all of its right, title, and interest in Public Trust Parcels F and H described in Exhibit 1 (attached to this Quitclaim Deed and made a part of it by this reference), including any interest it holds or may hold in those Parcels by virtue of the Granted Lands Trust, the Town Grant, or both;

WHEREAS, OBRA acquired Public Trust Parcels F and H as part of a No-Cost Economic Development Conveyance from the United States of America, acting by and through the Secretary of the Army, pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466370 on August 8, 2003 (the "Army Deed");

WHEREAS, Public Trust Parcels F and H are also subject to that certain Covenant to Restrict Use of Property entered into among OBRA, ORA, and the State of California Department of Toxic Substances Control, recorded in the Official Records of Alameda County as Document No. 2003466371 on August 8, 2003 (the "CRUP");

WHEREAS, OBRA transferred Public Trust Parcel F to the Port pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466373 on August 8, 2003, and Public Trust Parcel H to the Port pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466374 on August 8, 2003; and

WHEREAS, this Quitclaim Deed is made pursuant to and in implementation of the Agreement in order for the State to issue patents to be recorded simultaneously herewith.

NOW, THEREFORE,

For and in consideration of the foregoing and other valuable consideration, the Port hereby remises, releases, and forever quitclaims to the State of California, acting by and through the State Lands Commission, all its right, title, and interest in all that real property located in the City of Oakland, County of Alameda, State of California, described in Exhibit 1 as Public Trust Parcels F and H. This conveyance shall include any right, title, and interest of the Port arising from the Granted Lands Trust, the Town Grant, or both.

As required by the Army Deed, the Port hereby incorporates by reference the environmental protection provisions contained in Sections I, II, III, V, and VI of the Army Deed to the extent applicable to Public Trust Parcels F and H. As further required by the Army Deed, these environmental protection provisions of the Army Deed shall be included, to the extent

applicable, in all subsequent (i) deeds, transfers, or leases of all or any portion of Public Trust
Parcels F and H and (ii) grants of any interest, privilege, or license in or to all or any portions of
Public Trust Parcels F and H.

As required by the CRUP, the Port hereby incorporates by reference the environmental
restrictions contained in Article IV of the CRUP to the extent applicable to Public Trust Parcels
F and H. As further required by the CRUP, these environmental restrictions shall be
incorporated by reference in all subsequent deeds, leases, or rental agreements entered into for
any portions of Public Trust Parcels F and H to which they are in effect and applicable.

THE CITY OF OAKLAND, a municipal
corporation, acting by and through its Board of
Port Commissioners

Dated: _____

Executive Director

Approved as to form and legality
this ____ day of _____, 2006.

Port Attorney

Port Ordinance No. 3897

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA

State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS

Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed of the Oakland Base Reuse Authority

WHEREAS, the State of California, acting by and through the State Lands Commission, ("State"); the City of Oakland, a municipal corporation, acting by and through its City Council ("City"); the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"); the Oakland Base Reuse Authority, a California joint powers authority ("OBRA"); and the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("ORA") have entered into a title settlement and exchange agreement among them with respect to certain lands in the City of Oakland, County of Alameda, State of California, the terms and conditions of which agreement are fully set forth in that certain agreement entitled "Oakland Army Base Title Settlement and Exchange Agreement" recorded _____ in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "Agreement");

WHEREAS, the purpose of the Agreement is to settle sovereign lands title and boundary questions at and adjacent to the former Oakland Army Base (the "OARB") through a land exchange;

WHEREAS, through the implementation of the Agreement and its associated conveyances, certain lands within the OARB will be sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "Public Trust") and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended (the "Granted Lands Trust");

WHEREAS, also through the implementation of the Agreement and its associated conveyances, other lands within and adjacent to the OARB subject to or asserted to be subject to the Public Trust and the Granted Lands Trust will be freed from those Trusts and from Chapter 107, Statutes of 1852, as amended (the "Town Grant");

WHEREAS, the Agreement requires OBRA to quitclaim to the State all of its right, title, and interest in Public Trust Parcels E and G described in Exhibit 1 (attached to this Quitclaim Deed and made a part of it by this reference), including any interest it holds or may hold in those Parcels by virtue of the Granted Lands Trust, the Town Grant, or both;

WHEREAS, OBRA acquired Public Trust Parcels E and G as part of a No-Cost Economic Development Conveyance from the United States of America, acting by and through the Secretary of the Army, pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466370 on August 8, 2003 (the "Army Deed");

WHEREAS, Public Trust Parcels E and G are also subject to that certain Covenant to Restrict Use of Property entered into among OBRA, ORA, and the State of California

Department of Toxic Substances Control, recorded in the Official Records of Alameda County as Document No. 2003466371 on August 8, 2003 (the "CRUP"); and

WHEREAS, this Quitclaim Deed is made pursuant to and in implementation of the Agreement in order for the State to issue patents to be recorded simultaneously herewith.

NOW, THEREFORE,

For and in consideration of the foregoing and other valuable consideration, the Oakland Base Reuse Authority, a California joint powers authority, (which received title in the name of "OAKLAND BASE REUSE AUTHORITY, created pursuant to a California Joint Powers Agreement among the City of Oakland, Alameda County, and the Oakland Redevelopment Agency, and recognized as the designated Local Redevelopment Authority for the former Oakland Army Base, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense") hereby remises, releases and forever quitclaims to the State of California, acting by and through the State Lands Commission, all its right, title, and interest in all that real property located in the City of Oakland, County of Alameda, State of California, described in Exhibit 1 as Public Trust Parcels E and G. This quitclaim shall include any right, title, and interest arising from the Granted Lands Trust, the Town Grant, or both.

As required by the Army Deed, OBRA hereby incorporates by reference the environmental protection provisions contained in Sections I, II, III, V, and VI of the Army Deed to the extent applicable to Public Trust Parcels E and G. As further required by the Army Deed, these environmental protection provisions of the Army Deed shall be included, to the extent applicable, in all subsequent (i) deeds, transfers, or leases of all or any portion of Public Trust

Parcels E and G and (ii) grants of any interest, privilege, or license in or to all or any portions of Public Trust Parcels E and G.

As required by the CRUP, OBRA hereby incorporates by reference the environmental restrictions contained in Article IV of the CRUP to the extent applicable to Public Trust Parcels E and G. As further required by the CRUP, these environmental restrictions shall be incorporated by reference in all subsequent deeds, leases, or rental agreements entered into for any portions of Public Trust Parcels E and G to which they are in effect and applicable.

OAKLAND BASE REUSE AUTHORITY,
a California joint powers authority

Dated: _____

Executive Director

Approved as to form:

OBRA Resolution No. 2006-05

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

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

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA PATENT

WHEREAS, on April 17, 2006, under authority of Chapter 664, Statutes of 2005 and Division 6 of the Public Resources Code, the State Lands Commission authorized the settlement of a title dispute through a title settlement and exchange agreement among the State of California, acting by and through the State Lands Commission, ("State"); the City of Oakland, a municipal corporation, acting by and through its City Council ("City"); the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"); the Oakland Base Reuse Authority, a California joint powers authority ("OBRA"); and the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("ORA") with respect to certain lands in the City of Oakland, County of Alameda, State of California, the terms and conditions of which agreement are fully set forth in that certain agreement entitled "Oakland Army Base Title Settlement and Exchange Agreement" recorded _____ in the Official Records of the County of Alameda, as Recorder's Document No. _____

(the "Agreement");

WHEREAS, the purpose of the Agreement is to settle sovereign lands title and boundary questions at and adjacent to the former Oakland Army Base (the "OARB") through a land exchange;

WHEREAS, through the implementation of the Agreement and its associated conveyances, certain lands within the OARB will be sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "Public Trust") and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended (the "Granted Lands Trust");

WHEREAS, also through the implementation of the Agreement and its associated conveyances, other lands within and adjacent to the OARB subject to or asserted to be subject to the Public Trust and the Granted Lands Trust will be freed from those Trusts and from Chapter 107, Statutes of 1852, as amended (the "Town Grant");

WHEREAS, pursuant to the Agreement, the Port and OBRA have conveyed the property described as Public Trust Parcels F, G, and H in Exhibit 1 (attached to this Patent and incorporated by reference as a part of it) to the State through conveyances which include all of their right, title, and interest, whether arising from the Granted Lands Trust, the Town Grant, or otherwise;

WHEREAS, OBRA acquired Public Trust Parcels F, G and H as part of a No-Cost Economic Development Conveyance from the United States of America, acting by and through the Secretary of the Army, pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466370 on

August 8, 2003 (the "Army Deed");

WHEREAS, Public Trust Parcels F, G, and H are also subject to that certain Covenant to Restrict Use of Property entered into among OBRA, ORA, and the State of California Department of Toxic Substances Control, recorded in the Official Records of Alameda County as Document No. 2003466371 on August 8, 2003 (the "CRUP");

WHEREAS, OBRA transferred Public Trust Parcel F to the Port pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466373 on August 8, 2003, and Public Trust Parcel H to the Port pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466374 on August 8, 2003; and

WHEREAS, the State has accepted the conveyances of Public Trust Parcels F, G, and H from the Port and OBRA and all of the title conveyed by them as lands or interests in lands of the legal character of sovereign tide and submerged lands, so that the State may convey those Parcels, including all interests conveyed by the Port and OBRA to the State, to the Port as sovereign lands subject to the Public Trust and the Granted Lands Trust.

NOW, THEREFORE,

In consideration of the foregoing and other valuable consideration, the State of California, acting by and through the State Lands Commission, does hereby remise, release, and quitclaim all its right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the State by the Port and OBRA) to the City of Oakland, a municipal corporation, acting by and through its Port Commission, as a trustee pursuant to the Public Trust

and Granted Lands Trust, in all that real property located in the City of Oakland, County of Alameda, State of California, described as Public Trust Parcels F, G, and H in Exhibit 1, subject to the Public Trust and the Granted Lands Trust.

As required by the Army Deed, the State hereby incorporates by reference the environmental protection provisions contained in Sections I, II, III, V, and VI of the Army Deed to the extent applicable to Public Trust Parcels F, G, and H. As further required by the Army Deed, these environmental protection provisions of the Army Deed shall be included, to the extent applicable, in all subsequent (i) deeds, transfers, or leases of all or any portion of Public Trust Parcels F, G, and H and (ii) grants of any interest, privilege, or license in or to all or any portions of Public Trust Parcels F, G, and H.

As required by the CRUP, the State hereby incorporates by reference the environmental restrictions contained in Article IV of the CRUP to the extent applicable to Public Trust Parcels F, G, and H. As further required by the CRUP, these environmental restrictions shall be incorporated by reference in all subsequent deeds, leases, or rental agreements entered into for

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any portions of Public Trust Parcels F, G, and H to which they are in effect and applicable.

IN APPROVAL WHEREOF, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this _____ day of _____, two thousand and six.

ARNOLD SCHWARZENEGGER
GOVERNOR

Attest:

BRUCE MCPHERSON
SECRETARY OF STATE

Countersigned:

PAUL D. THAYER
EXECUTIVE OFFICER
STATE LANDS COMMISSION

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

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

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA PATENT

WHEREAS, on April 17, 2006, under authority of Chapter 664, Statutes of 2005 and Division 6 of the Public Resources Code, the State Lands Commission authorized the settlement of a title dispute through a title settlement and exchange agreement among the State of California, acting by and through the State Lands Commission, ("State"); the City of Oakland, a municipal corporation, acting by and through its City Council ("City"); the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"); the Oakland Base Reuse Authority, a California joint powers authority ("OBRA"); and the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("ORA") with respect to certain lands in the City of Oakland, County of Alameda, State of California, the terms and conditions of which agreement are fully set forth in that certain agreement entitled "Oakland Army Base Title Settlement and Exchange Agreement" recorded _____ in the

Official Records of the County of Alameda, as Recorder's Document No. _____

(the "Agreement");

WHEREAS, the purpose of the Agreement is to settle sovereign lands title and boundary questions at and adjacent to the former Oakland Army Base (the "OARB") through a land exchange;

WHEREAS, through the implementation of the Agreement and its associated conveyances, certain lands within the OARB will be sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "Public Trust") and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended (the "Granted Lands Trust");

WHEREAS, also through the implementation of the Agreement and its associated conveyances, other lands within and adjacent to the OARB subject to or asserted to be subject to the Public Trust and the Granted Lands Trust will be freed from those Trusts and from Chapter 107, Statutes of 1852, as amended (the "Town Grant");

WHEREAS, pursuant to the Agreement, OBRA has conveyed the property described as Public Trust Parcel E in Exhibit 1 (attached to this Patent and incorporated by reference as a part of it) to the State through a conveyance which includes all of its right, title, and interest, whether arising from the Granted Lands Trust, the Town Grant, or otherwise;

WHEREAS, OBRA acquired Public Trust Parcel E as part of a No-Cost Economic Development Conveyance from the United States of America, acting by and through the Secretary of the Army, pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466370 on August 8, 2003 (the "Army Deed");

WHEREAS, Public Trust Parcel E is also subject to that certain Covenant to Restrict Use of Property entered into among OBRA, ORA, and the State of California Department of Toxic Substances Control, recorded in the Official Records of Alameda County as Document No. 2003466371 on August 8, 2003 (the "CRUP");

WHEREAS, the State has accepted the conveyance from OBRA of Public Trust Parcel E and all of the title conveyed by it as lands or interests in lands of the legal character of sovereign tide and submerged lands, so that the State may convey Parcel E, including all interest conveyed by OBRA to the State, to ORA as lands subject to the Public Trust and the Granted Lands Trust.

NOW, THEREFORE,

In consideration of the foregoing and other valuable consideration, the State of California, acting by and through the State Lands Commission, does hereby remise, release, and quitclaim all its right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the State by OBRA) to the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, as a trustee pursuant to the Public Trust and the Granted Lands Trust, in all that real property located in the City of Oakland, County of Alameda, State of California, described as Public Trust Parcel E in Exhibit 1, subject to the Public Trust and the Granted Lands Trust.

As required by the Army Deed, the State hereby incorporates by reference the environmental protection provisions contained in Sections I, II, III, V, and VI of the Army Deed to the extent applicable to Public Trust Parcel E. As further required by the Army Deed, these environmental protection provisions of the Army Deed shall be included, to the extent

applicable, in all subsequent (i) deeds, transfers, or leases of all or any portion of Public Trust Parcel E and (ii) grants of any interest, privilege, or license in or to all or any portions of Public Trust Parcel E.

As required by the CRUP, the State hereby incorporates by reference the environmental restrictions contained in Article IV of the CRUP to the extent applicable to Public Trust Parcel E.

As further required by the CRUP, these environmental restrictions shall be incorporated by reference in all subsequent deeds, leases, or rental agreements entered into for any portions of

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Public Trust Parcel E to which they are in effect and applicable.

IN APPROVAL WHEREOF, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this _____ day of _____, two thousand and six.

ARNOLD SCHWARZENEGGER
GOVERNOR

Attest:

BRUCE MCPHERSON
SECRETARY OF STATE

Countersigned: _____

PAUL D. THAYER
EXECUTIVE OFFICER
STATE LANDS COMMISSION

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

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

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed of the Oakland Base Reuse Authority

WHEREAS, the State of California, acting by and through the State Lands Commission, ("State"); the City of Oakland, a municipal corporation, acting by and through its City Council ("City"); the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"); the Oakland Base Reuse Authority, a California joint powers authority ("OBRA"); and the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("ORA") have entered into a title settlement and exchange agreement among them with respect to certain lands in the City of Oakland, County of Alameda, State of California, the terms and conditions of which agreement are fully set forth in that certain agreement entitled "Oakland Army Base Title Settlement and Exchange Agreement" recorded _____ in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "Agreement");

WHEREAS, the purpose of the Agreement is to settle sovereign lands title and boundary questions at and adjacent to the former Oakland Army Base (the "OARB") through a land exchange;

WHEREAS, through the implementation of the Agreement and its associated conveyances, certain lands within the OARB will be sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "Public Trust") and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended (the "Granted Lands Trust");

WHEREAS, also through the implementation of the Agreement and its associated conveyances, other lands within and adjacent to the OARB subject to or asserted to be subject to the Public Trust and the Granted Lands Trust will be freed from those Trusts and from Chapter 107, Statutes of 1852, as amended (the "Town Grant");

WHEREAS, the Agreement requires OBRA to quitclaim to the State all of its right, title, and interest in Trust Termination Parcel B described in Exhibit 1 (attached to this Quitclaim Deed and made a part of it by this reference), including any interest it holds or may hold in that Parcel by virtue of the Granted Lands Trust, the Town Grant, or both;

WHEREAS, OBRA acquired Trust Termination Parcel B as part of a No-Cost Economic Development Conveyance from the United States of America, acting by and through the Secretary of the Army, pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466370 on August 8, 2003 (the "Army Deed");

WHEREAS, Trust Termination Parcel B is also subject to that certain Covenant to Restrict Use of Property entered into among OBRA, ORA, and the State of California

Department of Toxic Substances Control, recorded in the Official Records of Alameda County as Document No. 2003466371 on August 8, 2003 (the "CRUP"); and

WHEREAS, this Quitclaim Deed is made pursuant to and in implementation of the Agreement in order for the State to issue patents to be recorded simultaneously herewith.

NOW, THEREFORE,

For and in consideration of the foregoing and other valuable consideration, the Oakland Base Reuse Authority, a California joint powers authority, hereby remises, releases and forever quitclaims to the State of California, acting by and through the State Lands Commission, all its right, title, and interest in all that real property located in the City of Oakland, County of Alameda, State of California, described in Exhibit 1 as Trust Termination Parcel B. This conveyance shall include any right, title, and interest of the grantor arising from the Granted Lands Trust, the Town Grant, or both.

As required by the Army Deed, OBRA hereby incorporates by reference the environmental protection provisions contained in Sections I, II, III, V and VI of the Army Deed to the extent applicable to Trust Termination Parcel B. As further required by the Army Deed, these environmental protection provisions of the Army Deed shall be included, to the extent applicable, in all subsequent (i) deeds, transfers, or leases of all or any portion of Trust Termination Parcel B and (ii) grants of any interest, privilege, or license in or to all or any portions of Trust Termination Parcels B.

As required by the CRUP, OBRA hereby incorporates by reference the environmental restrictions contained in Article IV of the CRUP to the extent applicable to Trust Termination Parcel B. As further required by the CRUP, these environmental restrictions shall be

incorporated by reference in all subsequent deeds, leases, or rental agreements entered into for any portions of Trust Termination Parcel B to which they are in effect and applicable.

OAKLAND BASE REUSE AUTHORITY,
a California joint powers authority

Dated: _____

Executive Director

Approved as to form:

OBRA Resolution No. 2006-05

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

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

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Quitclaim Deed of the City of Oakland, a municipal corporation, acting by and through its
Board of Port Commissioners**

WHEREAS, the State of California, acting by and through the State Lands Commission, ("State"); the City of Oakland, a municipal corporation, acting by and through its City Council ("City"); the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"); the Oakland Base Reuse Authority, a California joint powers authority ("OBRA"); and the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("ORA") have entered into a title settlement and exchange agreement among them with respect to certain lands in the City of Oakland, County of Alameda, State of California, the terms and conditions of which agreement are fully set forth in that certain agreement entitled "Oakland Army Base Title Settlement and Exchange Agreement" recorded _____ in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "Agreement");

WHEREAS, the purpose of the Agreement is to settle sovereign lands title and boundary questions at and adjacent to the former Oakland Army Base (the "OARB") through a land exchange;

WHEREAS, through the implementation of the Agreement and its associated conveyances, certain lands within the OARB will be sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "Public Trust") and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended (the "Granted Lands Trust");

WHEREAS, also through the implementation of the Agreement and its associated conveyances, other lands within and adjacent to the OARB subject to or asserted to be subject to the Public Trust and the Granted Lands Trust will be freed from those Trusts and from Chapter 107, Statutes of 1852, as amended (the "Town Grant");

WHEREAS, the Agreement requires the Port to quitclaim to the State all of its right, title, and interest in Trust Termination Parcel C described in Exhibit 1 (attached to this Quitclaim Deed and made a part of it by this reference), including any interest it holds or may hold in that Parcel by virtue of the Granted Lands Trust, the Town Grant, or both; and

WHEREAS, this Quitclaim Deed is made pursuant to and in implementation of the Agreement in order for the State to issue patents to be recorded simultaneously herewith.

NOW, THEREFORE,

For and in consideration of the foregoing and other valuable consideration, the Port hereby remises, releases, and forever quitclaims to the State of California, acting by and through

the State Lands Commission, all its right, title, and interest in all that real property located in the City of Oakland, County of Alameda, State of California, described in Exhibit 1 as Trust Termination Parcel C. This conveyance shall include any right, title, and interest of the Port arising from the Granted Lands Trust, the Town Grant, or both.

THE CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners

Dated: _____

Executive Director

Approved as to form and legality
this ____ day of _____, 2006.

Port Attorney

Port Ordinance No. 3897

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

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A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA PATENT AND TRUST TERMINATION

WHEREAS, on April 17, 2006, under authority of Chapter 664, Statutes of 2005 and Division 6 of the Public Resources Code, the State Lands Commission authorized the settlement of a title dispute through a title settlement and exchange agreement among the State of California, acting by and through the State Lands Commission, ("State"); the City of Oakland, a municipal corporation, acting by and through its City Council ("City"); the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"); the Oakland Base Reuse Authority, a California joint powers authority ("OBRA"); and the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("ORA") with respect to certain lands in the City of Oakland, County of Alameda, State of California, the terms and conditions of which agreement are fully set forth in that certain agreement entitled "Oakland Army Base Title Settlement and Exchange Agreement" recorded _____ in the

Official Records of the County of Alameda, as Recorder's Document No. _____
(the "Agreement");

WHEREAS, the purpose of the Agreement is to settle sovereign lands title and boundary questions at and adjacent to the former Oakland Army Base (the "OARB") a through a land exchange;

WHEREAS, through the implementation of the Agreement and its associated conveyances, certain lands within the OARB will be sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "Public Trust") and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended (the "Granted Lands Trust");

WHEREAS, also through the implementation of the Agreement and its associated conveyances, other lands within and adjacent to the OARB subject to or asserted to be subject to the Public Trust and the Granted Lands Trust will be freed from those Trusts and from Chapter 107, Statutes of 1852, as amended (the "Town Grant");

WHEREAS, pursuant to the Agreement, the Port and OBRA have conveyed the property described as Trust Termination Parcels B and C described in Exhibit 1 (attached to this Patent and incorporated by reference as a part of it) to the State through conveyances which include all of their right, title, and interest, whether arising from the Granted Lands Trust, the Town Grant, or otherwise;

WHEREAS, OBRA acquired Trust Termination Parcel B as part of a No-Cost Economic Development Conveyance from the United States of America, acting by and through the Secretary of the Army, pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466370 on

August 8, 2003 (the "Army Deed");

WHEREAS, Trust Termination Parcel B is also subject to that certain Covenant to Restrict Use of Property entered into among OBRA, ORA, and the State of California Department of Toxic Substances Control, recorded in the Official Records of Alameda County as Document No. 2003466371 on August 8, 2003 (the "CRUP");

WHEREAS, Trust Termination Parcel C was acquired by the Port separate and apart from the Army Deed and is not subject to it or to the CRUP; and

WHEREAS, the State has accepted the conveyances from the Port and OBRA of Trust Termination Parcels B and C and all of the title conveyed by them as lands or interests in lands of the legal character of sovereign tide and submerged lands, so that the State may convey Trust Termination Parcels B and C, including all interests conveyed by the Port and OBRA to the State, to ORA as lands free from the Public Trust, the Granted Lands Trust, and the Town Grant.

NOW, THEREFORE,

In consideration of the foregoing and other valuable considerations, the State of California, acting by and through the State Lands Commission, does hereby remise, release, and quitclaim all its right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the State by OBRA and the Port simultaneously herewith) to the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, all that real property located in the City of Oakland, County of Alameda, State of California, described as Trust Termination Parcels B and C in Exhibit 1. This quitclaim is intended to and does terminate the Public Trust, the Granted Lands Trust, and the Town Grant in Trust Termination Parcels B and C.

As required by the Army Deed, the State hereby incorporates by reference the environmental protection provisions contained in Sections I, II, III, V, and VI of the Army Deed to the extent applicable to Trust Termination Parcel B. As further required by the Army Deed, these environmental protection provisions of the Army Deed shall be included, to the extent applicable, in all subsequent (i) deeds, transfers, or leases of all or any portion of Trust Termination Parcel B and (ii) grants of any interest, privilege, or license in or to all or any portions of Trust Termination Parcel B.

As required by the CRUP, the State hereby incorporates by reference the environmental restrictions contained in Article IV of the CRUP to the extent applicable to Trust Termination Parcel B. As further required by the CRUP, these environmental restrictions shall be incorporated by reference in all subsequent deeds, leases, or rental agreements entered into for

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any portions of Trust Termination Parcel B to which they are in effect and applicable.

IN APPROVAL WHEREOF, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this _____ day of _____, two thousand and six.

ARNOLD SCHWARZENEGGER
GOVERNOR

Attest:

BRUCE MCPHERSON
SECRETARY OF STATE

Countersigned:

PAUL D. THAYER
EXECUTIVE OFFICER
STATE LANDS COMMISSION

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

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A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STATE OF CALIFORNIA
PATENT AND TRUST TERMINATION**

WHEREAS, on April 17, 2006, under authority of Chapter 664, Statutes of 2005 and Division 6 of the Public Resources Code, the State Lands Commission authorized the settlement of a title dispute through a title settlement and exchange agreement among the State of California, acting by and through the State Lands Commission, ("State"); the City of Oakland, a municipal corporation, acting by and through its City Council ("City"); the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"); the Oakland Base Reuse Authority, a California joint powers authority ("OBRA"); and the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("ORA") (City, Port, OBRA, and ORA collectively the "Oakland Parties") with respect to certain lands in the City of Oakland, County of Alameda, State of California, the terms and conditions of which agreement are fully set forth in that certain agreement entitled "Oakland Army Base Title Settlement and Exchange

Agreement" recorded _____ in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "Agreement");

WHEREAS, the purpose of the Agreement is to settle sovereign lands title and boundary questions at and adjacent to the former Oakland Army Base (the "OARB") through a land exchange;

WHEREAS, through the implementation of the Agreement and its associated conveyances, certain lands within the OARB will be sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "Public Trust") and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended (the "Granted Lands Trust");

WHEREAS, also through the implementation of the Agreement and its associated conveyances, other lands within and adjacent to the OARB subject to or asserted to be subject to the Public Trust and the Granted Lands Trust will be freed from those Trusts and from Chapter 107, Statutes of 1852, as amended (the "Town Grant");

WHEREAS, pursuant to the Agreement, the Oakland Parties with record title to the property described as Trust Termination Parcel A in Exhibit 1 (attached to this Patent and incorporated by reference as a part of it) have conveyed Parcel A to the State through a conveyance which includes all of their right, title, and interest, whether arising from the Granted Lands Trust, the Town Grant, or otherwise;

WHEREAS, OBRA acquired that portion of Trust Termination Parcel A described as Parcel A-1 in Exhibit 1 as part of a No-Cost Economic Development Conveyance from the United States of America, acting by and through the Secretary of the Army, pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of

Alameda County as Document No. 2003466370 on August 8, 2003 (the "Army Deed");

WHEREAS, that portion of Trust Termination Parcel A described as Parcel A-1 in Exhibit 1 is also subject to that certain Covenant to Restrict Use of Property entered into among OBRA, ORA, and the State of California Department of Toxic Substances Control, recorded in the Official Records of Alameda County as Document No. 2003466371 on August 8, 2003 (the "CRUP");

WHEREAS, OBRA transferred that portion of Trust Termination Parcel A described as Parcel A-1 in Exhibit 1 to the Port pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466374 on August 8, 2003, which transfer was made subject to certain terms and conditions of the Army Deed and the CRUP;

WHEREAS, that portion of Trust Termination Parcel A described as Parcel A-2 in Exhibit 1 was not part of the property conveyed by the Army Deed and is therefore not subject to the Army Deed or to the CRUP; and

WHEREAS, the State has accepted the conveyance from the Oakland Parties with record title of Trust Termination Parcel A and all of the title conveyed by them as lands of the legal character of sovereign tide and submerged lands, so that the State may convey Trust Termination Parcel A, including all interests conveyed by the Oakland Parties to the State, to ORA as lands free of the Pubic Trust, the Granted Lands Trust, and the Town Grant.

NOW, THEREFORE,

In consideration of the foregoing and other valuable considerations, the State of California, acting by and through the State Lands Commission, does hereby remise, release, and

quitclaim all its right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the State by the Oakland Parties) to the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, in all that real property located in the City of Oakland, County of Alameda, State of California, described as Trust Termination Parcel A in Exhibit 1. This quitclaim is intended to and does terminate the Public Trust, the Granted Lands Trust, and the Town Grant in Trust Termination Parcel A.

As required by the Army Deed, the State hereby incorporates by reference the environmental protection provisions contained in Sections I, II, III, V, and VI of the Army Deed to the extent applicable to that portion of Trust Termination Parcel A described as Parcel A-1 in Exhibit 1. As further required by the Army Deed, these environmental protection provisions of the Army Deed shall be included, to the extent applicable, in all subsequent (i) deeds, transfers, or leases of all or any portion of Parcel A-1 and (ii) grants of any interest, privilege, or license in or to all or any portions of Parcel A-1.

As required by the CRUP, the State hereby incorporates by reference the environmental restrictions contained in Article IV of the CRUP to the extent applicable to that portion of Trust Termination Parcel A described as Parcel A-1 in Exhibit 1. As further required by the CRUP, these environmental restrictions shall be incorporated by reference in all subsequent deeds,

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leases, or rental agreements entered into for any portions of Parcel A-1 to which they are in effect and applicable.

IN APPROVAL WHEREOF, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this _____ day of _____, two thousand and six.

ARNOLD SCHWARZENEGGER
GOVERNOR

Attest:

BRUCE MCPHERSON
SECRETARY OF STATE

Countersigned: _____

PAUL D. THAYER
EXECUTIVE OFFICER
STATE LANDS COMMISSION

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

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

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA PATENT AND TRUST TERMINATION

WHEREAS, on April 17, 2006, under authority of Chapter 664, Statutes of 2005 and Division 6 of the Public Resources Code, the State Lands Commission authorized the settlement of a title dispute through a title settlement and exchange agreement among the State of California, acting by and through the State Lands Commission, ("State"); the City of Oakland, a municipal corporation, acting by and through its City Council ("City"); the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"); the Oakland Base Reuse Authority, a California joint powers authority ("OBRA"); and the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("ORA") (City, Port, OBRA, and ORA collectively the "Oakland Parties") with respect to certain lands in the City of Oakland, County of Alameda, State of California, the terms and conditions of which agreement are fully set forth in that certain agreement entitled "Oakland Army Base Title Settlement and Exchange

Agreement" recorded _____ in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "Agreement");

WHEREAS, the purpose of the Agreement is to settle sovereign lands title and boundary questions at and adjacent to the former Oakland Army Base (the "OARB") through a land exchange;

WHEREAS, through the implementation of the Agreement and its associated conveyances, certain lands within the OARB will be sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "Public Trust") and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended (the "Granted Lands Trust");

WHEREAS, also through the implementation of the Agreement and its associated conveyances, other lands within and adjacent to the OARB subject to or asserted to be subject to the Public Trust and the Granted Lands Trust will be freed from those Trusts and from Chapter 107, Statutes of 1852, as amended (the "Town Grant");

WHEREAS, pursuant to the Agreement, the Oakland Parties with record title to the property described as Trust Termination Parcel D in Exhibit 1 (attached to this Patent and incorporated by reference as a part of it) have conveyed Trust Termination Parcel D to the State through a conveyance which includes all of their right, title, and interest, whether arising from the Granted Lands Trust, the Town Grant, or otherwise;

WHEREAS, OBRA acquired that portion of Trust Termination Parcel D described as Parcel D-1 in Exhibit 1 as part of a No-Cost Economic Development Conveyance from the United States of America, acting by and through the Secretary of the Army, pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of

Alameda County as Document No. 2003466370 on August 8, 2003 (the "Army Deed");

WHEREAS, that portion of Trust Termination Parcel D described as Parcel D-1 in Exhibit 1 is also subject to that certain Covenant to Restrict Use of Property entered into among OBRA, ORA and the State of California Department of Toxic Substances Control, recorded in the Official Records of Alameda County as Document No. 2003466371 on August 8, 2003 (the "CRUP");

WHEREAS, OBRA transferred that portion of Trust Termination Parcel D described as Parcel D-1 in Exhibit 1 to the Port pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466374 on August 8, 2003, which transfer was made subject to certain terms and conditions of the Army Deed and the CRUP;

WHEREAS, that portion of Trust Termination Parcel D described as Parcel D-2 in Exhibit 1 was not part of the property conveyed by the Army Deed and is therefore not subject to the Army Deed or to the CRUP, and

WHEREAS, the State has accepted the conveyance from the Oakland Parties with record title of Trust Termination Parcel D and all of the title conveyed by them as lands or interest in lands of the legal character of sovereign tide and submerged lands, so that the State may convey Trust Termination Parcel D, including all interests conveyed by the Oakland Parties to the State, to ORA as lands free of the Public Trust, the Granted Lands Trust, and the Town Grant.

NOW, THEREFORE,

In consideration of the foregoing and other valuable considerations, the State of

California, acting by and through the State Lands Commission, does hereby remise, release, and quitclaim all its right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the State by the Oakland Parties) to the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, in all that real property located in the City of Oakland, County of Alameda, State of California, described as Trust Termination Parcel D in Exhibit 1. This quitclaim is intended to and does terminate the Public Trust, the Granted Lands Trust, and the Town Grant in Trust Termination Parcel D.

As required by the Army Deed, the State hereby incorporates by reference the environmental protection provisions contained in Sections I, II, III, V, and VI of the Army Deed to the extent applicable to that portion of Trust Termination Parcel D described as Parcel D-1 in Exhibit 1. As further required by the Army Deed, these environmental protection provisions of the Army Deed shall be included, to the extent applicable, in all subsequent (i) deeds, transfers, or leases of all or any portion of Parcel D-1 and (ii) grants of any interest, privilege or license in or to all or any portions of Parcel D-1.

As required by the CRUP, the State hereby incorporates by reference the environmental restrictions contained in Article IV of the CRUP to the extent applicable to that portion of Trust Termination Parcel D described as Parcel D-1 in Exhibit 1. As further required by the CRUP, these environmental restrictions shall be incorporated by reference in all subsequent deeds,

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Leases, or rental agreements entered into for any portions of Parcel D-1 to which they are in effect and applicable.

IN APPROVAL WHEREOF, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this _____ day of _____, two thousand and six.

ARNOLD SCHWARZENEGGER
GOVERNOR

Attest:

BRUCE MCPHERSON
SECRETARY OF STATE

Countersigned: _____

PAUL D. THAYER
EXECUTIVE OFFICER
STATE LANDS COMMISSION

**CERTIFICATE OF ACCEPTANCE
(PUBLIC TRUST PARCELS)**

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, from the {City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners or the Oakland Base Reuse Authority, a California joint powers authority} to the State of California is hereby accepted by the undersigned officer or agent on behalf of the State of California as land of the legal character of sovereign tide and submerged lands. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as Chapter 664, Statutes of 2005, and further by the authority of the resolution of the California State Lands Commission dated April 17, 2006. The grantee consents to the recordation of the referenced Quitclaim Deed by its duly authorized officer.

Dated: _____

State of California, acting by and
through the State Lands Commission

By: _____
Paul D. Thayer

Its: Executive Officer

**CERTIFICATE OF ACCEPTANCE
(TRUST TERMINATION PARCELS)**

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, from the {City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, the Oakland Base Reuse Authority, a California joint powers authority, or other of the Oakland Parties (as to Trust Termination Parcels A and D)} to the State of California is hereby accepted by the undersigned officer or agent on behalf of the State of California as land of the legal character of sovereign tide and submerged lands. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as Chapter 664, Statutes of 2005, and further by the authority of the resolution of the California State Lands Commission dated April 17, 2006. The grantee consents to the recordation of the referenced Quitclaim Deed by its duly authorized officer.

Dated: _____

State of California, acting by and
through the State Lands Commission

By: _____
Paul D. Thayer

Its: Executive Officer

**CERTIFICATE OF ACCEPTANCE
(PUBLIC TRUST PARCELS)**

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, from the State of California, acting by and through the State Lands Commission, to the {City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners or the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law}, as a trustee pursuant to Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended, is hereby accepted by the undersigned officer or agent on behalf of the {City of Oakland... or the Oakland Redevelopment Agency...}. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as Chapter 664, Statutes of 2005, and further by the authority of {Port of Oakland Ordinance No. 3897 dated February 21, 2006, or the Redevelopment Agency of the City of Oakland Resolution No. 2006-0013 C.M.S. dated March 7, 2006}. The grantee accepts title to the conveyed interest in real property as land subject to the public trust for commerce, navigation, and fisheries and to Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended. The grantee consents to the recordation of the referenced Quitclaim Deed by its duly authorized officer.

Dated: _____

{Signature block for either the City of Oakland, a municipal corporation, acting by and through its Board of the Port Commissioners or the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law}

By: _____

**CERTIFICATE OF ACCEPTANCE
(TRUST TERMINATION PARCELS)**

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, from the State of California, acting by and through the State Lands Commission, to the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, is hereby accepted by the undersigned officer or agent on behalf of the Redevelopment Agency of the City of Oakland. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as Chapter 664, Statutes of 2005, and further by the authority of Redevelopment Agency of the City of Oakland, a redevelopment agency, Resolution No. 2006-0013 C.M.S. dated March 7, 2006. The grantee consents to the recordation of the referenced Quitclaim Deed by its duly authorized officer.

Dated: _____

Redevelopment Agency of the City
of Oakland, a community
redevelopment agency organized and
existing under the California
Community Redevelopment Law

By: _____

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

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SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed of the {City of Oakland, a Municipal Corporation, acting by and through its Board of Port Commissioners, the City of Oakland, a Municipal Corporation, acting by and through its City Council, the Oakland Base Reuse Authority, a California Joint Powers Authority, or the Redevelopment Agency of the City of Oakland, a Community Redevelopment Agency Organized and Existing Under the California Community Redevelopment Law}

WHEREAS, the State of California, acting by and through the State Lands Commission, ("State"); the City of Oakland, a municipal corporation, acting by and through its City Council ("City"); the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"); the Oakland Base Reuse Authority, a California joint powers authority ("OBRA"); and the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("ORA") (collectively "Oakland Parties") have entered into a title settlement and exchange agreement among them with respect to certain lands in the City of Oakland, County of Alameda, State of

California, the terms and conditions of which agreement are fully set forth in that certain agreement entitled "Oakland Army Base Title Settlement and Exchange Agreement" recorded _____ in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "Agreement");

WHEREAS, the purpose of the Agreement is to settle sovereign lands title and boundary questions at and adjacent to the former Oakland Army Base (the "OARB") through a land exchange;

WHEREAS, through the implementation of the Agreement and its associated conveyances, certain lands within the OARB will be sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "Public Trust") and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended (the "Granted Lands Trust");

WHEREAS, also through the implementation of the Agreement and its associated conveyances, other lands within and adjacent to the OARB subject to or asserted to be subject to the Public Trust and the Granted Lands Trust will be freed from those Trusts and from Chapter 107, Statutes of 1852, as amended (the "Town Grant");

WHEREAS, the Agreement requires each of the Oakland Parties with record title to Trust Termination Parcel A described in Exhibit 1 (attached to this Quitclaim Deed and made a part of it by this reference) to quitclaim to the State all of its right, title, and interest in Trust Termination Parcel A, including any interest it holds or may hold in that Parcel by virtue of the Granted Lands Trust, the Town Grant, or otherwise;

WHEREAS, OBRA acquired that portion of Trust Termination Parcel A described as Parcel A-1 in Exhibit 1 as part of a No-Cost Economic Development Conveyance from the

United States of America, acting by and through the Secretary of the Army, pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466370 on August 8, 2003 (the "Army Deed");

WHEREAS, that portion of Trust Termination Parcel A described as Parcel A-1 in Exhibit 1 is also subject to that certain Covenant to Restrict Use of Property entered into among OBRA, ORA, and the State of California Department of Toxic Substances Control, recorded in the Official Records of Alameda County as Document No. 2003466371 on August 8, 2003 (the "CRUP");

WHEREAS, OBRA transferred that portion of Trust Termination Parcel A described as Parcel A-1 in Exhibit 1 to the Port pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466374 on August 8, 2003, which transfer was made subject to certain terms and conditions of the Army Deed and the CRUP;

WHEREAS, that portion of Trust Termination Parcel A described as Parcel A-2 in Exhibit 1 was not part of the property conveyed by the Army Deed and is therefore not subject to the Army Deed or to the CRUP; and

WHEREAS, this Quitclaim Deed is made pursuant to and in implementation of the Agreement in order for the State to issue patents to be recorded simultaneously herewith.

NOW, THEREFORE,

For and in consideration of the foregoing and other valuable consideration, the {Port, City, OBRA, or ORA} hereby remises, releases, and forever quitclaims to the State of California, acting by and through the State Lands Commission, all its right, title, and interest in all that real

property located in the City of Oakland, County of Alameda, State of California, described in Exhibit 1 as Trust Termination Parcel A. This conveyance shall include any right, title, and interest of the {Port, City, OBRA, or ORA} arising from the Granted Lands Trust, the Town Grant, or both.

As required by the Army Deed, {Port, City, OBRA, or ORA} hereby incorporates by reference the environmental protection provisions contained in Sections I, II, III, V, and VI of the Army Deed to the extent applicable to that portion of Trust Termination Parcel A described as Parcel A-1 in Exhibit 1. As further required by the Army Deed, these environmental protection provisions of the Army Deed shall be included, to the extent applicable, in all subsequent (i) deeds, transfers, or leases of all or any portion of Parcel A-1 and (ii) grants of any interest, privilege, or license in or to all or any portions of Parcel A-1.

As required by the CRUP, {Port, City, OBRA or ORA} hereby incorporates by reference the environmental restrictions contained in Article IV of the CRUP to the extent applicable to that portion of Trust Termination Parcel A described as Parcel A-1 in Exhibit 1. As further required by the CRUP, these environmental restrictions shall be incorporated by reference in all subsequent deeds, leases, or rental agreements entered into for any portions of Parcel A-1 to which they are in effect and applicable.

{signature block for Port, City, OBRA, or ORA}

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

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

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed of the {City of Oakland, a Municipal Corporation, acting by and through its Board of Port Commissioners, the City of Oakland, a Municipal Corporation, acting by and through its City Council, the Oakland Base Reuse Authority, a California Joint Powers Authority, or the Redevelopment Agency of the City of Oakland, a Community Redevelopment Agency Organized and Existing Under the California Community Redevelopment Law}

WHEREAS, the State of California, acting by and through the State Lands Commission, ("State"); the City of Oakland, a municipal corporation, acting by and through its City Council ("City"); the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"); the Oakland Base Reuse Authority, a California joint powers agency ("OBRA"); and the Redevelopment Agency of the City of Oakland, a community redevelopment authority organized and existing under the California Community Redevelopment Law ("ORA") (collectively "Oakland Parties") have entered into a title settlement and exchange agreement among them with respect to certain lands in the City of Oakland, County of Alameda, State of

California, the terms and conditions of which agreement are fully set forth in that certain agreement entitled "Oakland Army Base Title Settlement and Exchange Agreement" recorded _____ in the Official Records of the County of Alameda, as Recorder's Document No. _____ (the "Agreement");

WHEREAS, the purpose of the Agreement is to settle sovereign lands title and boundary questions at and adjacent to the former Oakland Army Base (the "OARB") through a land exchange;

WHEREAS, through the implementation of the Agreement and its associated conveyances, certain lands within the OARB will be sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "Public Trust") and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended (the "Granted Lands Trust");

WHEREAS, also through the implementation of the Agreement and its associated conveyances, other lands within and adjacent to the OARB subject to or asserted to be subject to the Public Trust and the Granted Lands Trust will be freed from those Trusts and from Chapter 107, Statutes of 1852, as amended (the "Town Grant");

WHEREAS, the Agreement requires each of the Oakland Parties with record title to Trust Termination Parcel D described in Exhibit 1 (attached to this Quitclaim Deed and made a part of it by this reference) to quitclaim to the State all of its right, title, and interest in Trust Termination Parcel D, including any interest it holds or may hold in that Parcel by virtue of the Granted Lands Trust, the Town Grant, or both;

WHEREAS, OBRA acquired that portion of Trust Termination Parcel D described as Parcel D-1 in Exhibit 1 as part of a No-Cost Economic Development Conveyance from the

United States of America, acting by and through the Secretary of the Army, pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466370 on August 8, 2003 (the "Army Deed");

WHEREAS, that portion of Trust Termination Parcel D described as Parcel D-1 in Exhibit 1 is also subject to that certain Covenant to Restrict Use of Property entered into among OBRA, ORA and the State of California Department of Toxic Substances Control, recorded in the Official Records of Alameda County as Document No. 2003466371 on August 8, 2003 (the "CRUP");

WHEREAS, OBRA transferred that portion of Trust Termination Parcel D described as Parcel D-1 in Exhibit 1 to the Port pursuant to a Quitclaim Deed made and executed as of August 7, 2003, and recorded in the Official Records of Alameda County as Document No. 2003466374 on August 8, 2003, which transfer was made subject to certain terms and conditions of the Army Deed and the CRUP;

WHEREAS, that portion of Trust Termination Parcel D described as Parcel D-2 in Exhibit 1 was not part of the property conveyed by the Army Deed and is therefore not subject to the Army Deed or to the CRUP; and

WHEREAS, this Quitclaim Deed is made pursuant to and in implementation of the Agreement in order for the State to issue patents to be recorded simultaneously herewith.

NOW, THEREFORE,

For and in consideration of the foregoing and other valuable consideration, the {Port, City, OBRA, or ORA} hereby remises, releases, and forever quitclaims to the State of California, acting by and through the State Lands Commission, all its right, title, and interest in all that real

property located in the City of Oakland, County of Alameda, State of California, described in Exhibit 1 as Trust Termination Parcel D. This conveyance shall include any right, title, and interest of the {Port, City, OBRA, or ORA} arising from the Granted Lands Trust, the Town Grant, or both.

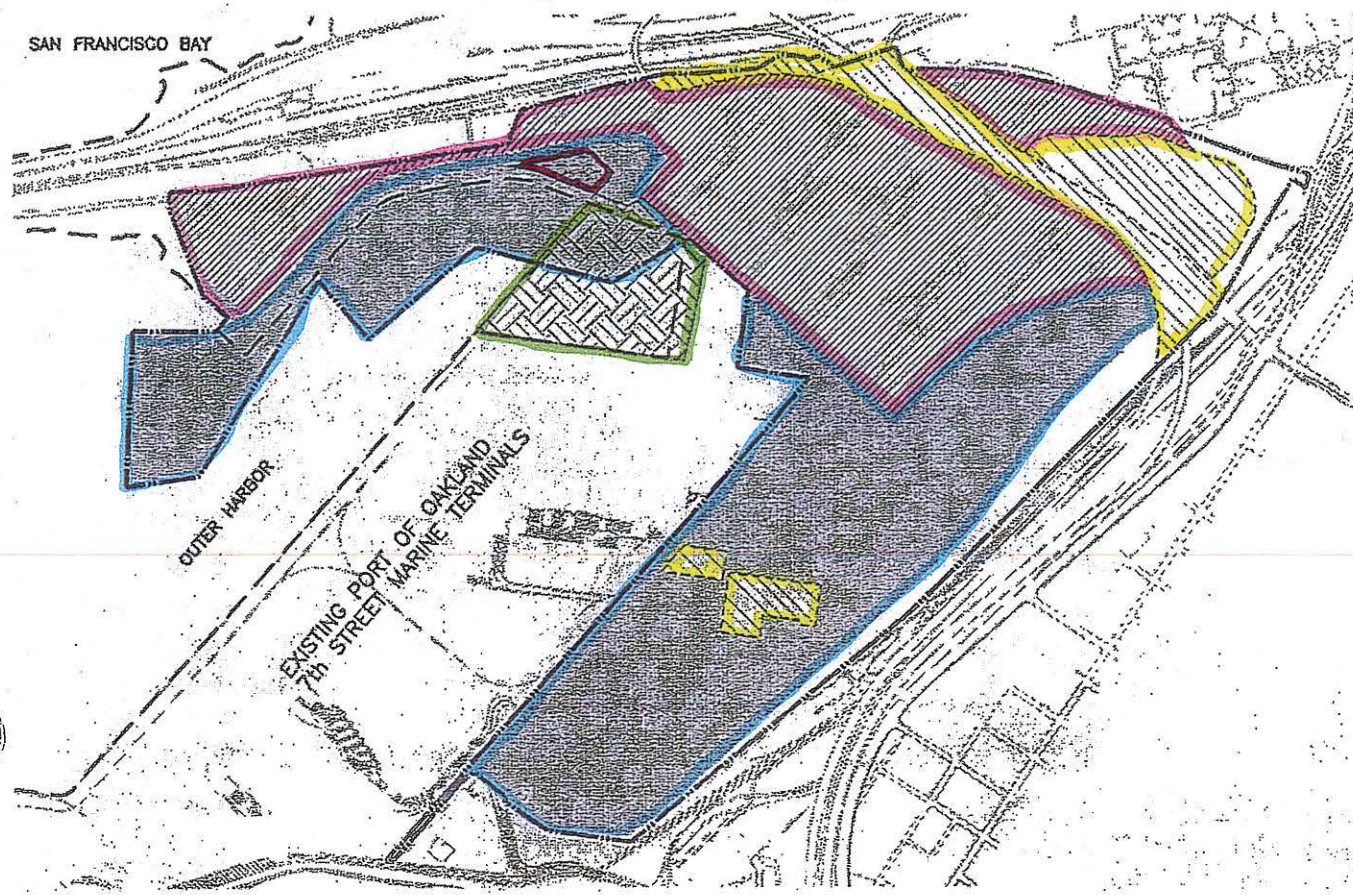
As required by the Army Deed, {Port, City, OBRA, or ORA} hereby incorporates by reference the environmental protection provisions contained in Sections I, II, III, V, and VI of the Army Deed to the extent applicable to that portion of Trust Termination Parcel D described as Parcel D-1 in Exhibit 1. As further required by the Army Deed, these environmental protection provisions of the Army Deed shall be included, to the extent applicable, in all subsequent (i) deeds, transfers, or leases of all or any portion of Parcel D-1 and (ii) grants of any interest, privilege, or license in or to all or any portions of Parcel D-1.


As required by the CRUP, {Port, City, OBRA or ORA} hereby incorporates by reference the environmental restrictions contained in Article IV of the CRUP to the extent applicable to that portion of Trust Termination Parcel D described as Parcel D-1 in Exhibit 1. As further required by the CRUP, these environmental restrictions shall be incorporated by reference in all subsequent deeds, leases, or rental agreements entered into for any portions of Parcel D-1 to which they are in effect and applicable.

{signature block for Port, City, OBRA, or ORA}

NO SCALE

OAKLAND ARMY BASE



 OAKLAND ARMY BASE (OARB) REDEVELOPMENT PROPERTY


 EXISTING WATERFRONT LINE

 LANDS WITHIN OARB REDEVELOPMENT PROPERTY SUBJECT TO THE PUBLIC TRUST UPON COMPLETION OF THE EXCHANGE

 LANDS WITHIN OARB REDEVELOPMENT PROPERTY FREE OF THE PUBLIC TRUST UPON COMPLETION OF THE EXCHANGE

 OARB ADJACENT PARCELS

 "BERTH 21" TRUST LANDS TO BE DREDGED

 "BERTH 21" TRUST LANDS TO BE FILLED

MAP SOURCE: BMS DESIGN GROUP

Exhibit A SITE MAP

OAKLAND ARMY BASE
TITLE SETTLEMENT AND
EXCHANGE AGREEMENT

CITY OF OAKLAND
ALAMEDA COUNTY

This exhibit is solely for purposes of generally defining the premises and is not intended to be, nor shall it be construed as a waiver or limitation of any State interest in the subject or any other property.

MJ 3/06